



# TROY CITY COUNCIL

## REGULAR MEETING

### AGENDA

**SEPTEMBER 22, 2014**  
CONVENING AT 7:30 P.M.

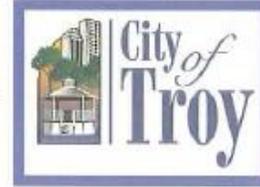
**Submitted By**  
**The City Manager**

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***NOTICE: Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk at (248) 524-3316 or via e-mail at [clerk@troymi.gov](mailto:clerk@troymi.gov) 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: Brian Kischnick, 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 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.

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "B. Kischnick".

Brian Kischnick, City Manager



# TROY CITY COUNCIL

## VISION STATEMENT AND GOALS

Adopted: Monday, February 7, 2011

### **VISION:**

To honor the legacy of the past and build a strong, vibrant future and be an attractive place to live, work, and grow a business.

### **GOALS:**

#### **Provide a safe, clean, and livable city**

- Practice good stewardship of infrastructure
- Maintain high quality professional community oriented police and fire protection
- Conserve resources in an environmentally responsible manner
- Encourage development toward a walkable, livable community

#### **Provide effective and efficient local government**

- Demonstrate excellence in community services
- Maintain fiscally sustainable government
- Attract and support a committed and innovative workforce
- Develop and maintain efficiencies with internal and external partners
- Conduct city business and engage in public policy formation in a clear and transparent manner

#### **Build a sense of community**

- Communicate internally and externally in a timely and accurate manner
- Develop platforms for transparent, deliberative and meaningful community conversations
- Involve all stakeholders in communication and engagement activities
- Encourage volunteerism and new methods for community involvement
- Implement the connectedness of community outlines in the Master Plan 2008

#### **Attract and retain business investment**

- Clearly articulate an economic development plan
- Create an inclusive, entrepreneurial culture internally and externally
- Clarify, reduce and streamline investment hurdles
- Consistently enhance the synergy between existing businesses and growing economic sectors
- Market the advantages of living and working in Troy through partnerships

2014/2015

# TOP 11 STRATEGIES

**Vision** | To honor the past, build a strong, vibrant future and be an attractive place to live, work, and grow a business.

**'Why'** | We believe a strong community embraces diversity, promotes innovation, and encourages collaboration. We strive to lead by example within the region. We do this because we want everyone to choose Troy as their community for life. We believe in doing government the best.

1

Improve road/infrastructure conditions, including County roads

Maintain a branding and marketing plan to effectively communicate

3

Build and maintain strong, productive service levels

Maintain strong Public Safety service

5

Increase outreach to residents, businesses, and neighboring communities

Facilitate redevelopment of underutilized office and industrial sites

7

Advance technology to gain efficiencies

Update and identify funding for the Pathways and Trails Plan

9

Implement a way-finding strategy for City resources

Enhance gateways and entrance to create a sense of place

11

Embrace the Transit Center

2

4

6

8

10



# CITY COUNCIL AGENDA

September 22, 2014 – 7:30 PM  
Council Chambers  
City Hall - 500 West Big Beaver  
Troy, Michigan 48084  
(248) 524-3317

**INVOCATION: Father J.J. Mech from St. Anastasia Catholic Church** **1**

**PLEDGE OF ALLEGIANCE:** **1**

**A. CALL TO ORDER:** **1**

**B. ROLL CALL:** **1**

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

C-1 Certificate of Designation of Local Government Fellow Presented to City Attorney Lori Grigg Bluhm from the International Municipal Lawyers Association (*Presented by: Mayor Dane Slater*) **1**

C-2 2014 Women in the Law Award Presented to City Attorney Lori Grigg Bluhm from Michigan Lawyers Weekly (*Presented by: Mayor Dane Slater*) **1**

C-3 Economic Development Activity Update (*Presented by: Glenn Lapin, Economic Development Specialist*) **1**

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D-1 No Carryover Items **2**

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E-1 No Public Hearings **2**

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**INVOCATION: Father J.J. Mech from St. Anastasia Catholic Church**

**PLEDGE OF ALLEGIANCE:**

**A. CALL TO ORDER:**

**B. ROLL CALL:**

- a) Mayor Dane Slater  
Jim Campbell  
Wade Fleming  
Dave Henderson  
Ellen Hodorek  
Ed Pennington  
Doug Tietz

- b) Excuse Absent Council Members:

Suggested Resolution  
 Resolution #2014-09-  
 Moved by  
 Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of \_\_\_\_\_ at the Regular City Council Meeting of September 22, 2014, due to \_\_\_\_\_.

Yes:  
 No:

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

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**C-1** Certificate of Designation of Local Government Fellow Presented to City Attorney Lori Grigg Bluhm from the International Municipal Lawyers Association *(Presented by: Mayor Dane Slater)*

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**C-2** 2014 Women in the Law Award Presented to City Attorney Lori Grigg Bluhm from Michigan Lawyers Weekly *(Presented by: Mayor Dane Slater)*

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**C-3** Economic Development Activity Update *(Presented by: Glenn Lapin, Economic Development Specialist)*

**D. CARRYOVER ITEMS:**

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**D-1 No Carryover Items****E. PUBLIC HEARINGS:**

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**E-1 No Public Hearings****F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:**

**In accordance with the Rules of Procedure for the City Council, Article 17 – Members of the Public and Visitors:**

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

- Petitioners shall be given a fifteen (15) minute presentation time that may be extended with the majority consent of City Council.
- Any member of the public, not a petitioner of an item, shall be allowed to speak for up to three (3) minutes to address any Public Hearing item.
- Any Troy resident or Troy business representative, not a petitioner of an item, shall be allowed to speak for up to three (3) minutes total to address Postponed, Regular Business, Consent Agenda or Study items or any other item on the Agenda as permitted under the Open Meetings Act during the *Public Comment for Items On the Agenda from Troy Residents and Businesses* portion of the Agenda.
- Any Troy resident or Troy business representative, not a petitioner of an item, shall be allowed to speak for up to three (3) minutes to address any topic not on the Agenda as permitted under the Open Meetings Act during the *Public Comment for Items Not on the Agenda from Troy Residents and Businesses* portion of the Agenda.
- Any member of the public who is not a Troy resident or Troy business representative shall be allowed to speak for up to three (3) minutes to address any topic on or not on the Agenda as permitted under the Open Meetings Act during the *Comments for Items On or Not On the Agenda from Members of the Public Outside of Troy (Not Residents of Troy and Not From Troy Businesses)* portion of the Agenda.
- All members of the public who wish to address the Council at a meeting shall be allowed to speak only if they have signed up to speak within thirty minutes before or within fifteen minutes after the meeting's start time. Signing up to speak requires each speaker provide his or her name and residency status (Troy resident, non-resident, or Troy business owner). If the speaker is addressing an Item (or Items) that appear on the pre-printed agenda, then the speaker shall also identify each such agenda item number(s) to be addressed.
- City Council may waive the requirements of this section by a majority vote of the City Council members.
- Agenda items that are related to topics where there is significant public input anticipated should initiate the scheduling of a Special meeting for that specific purpose.

The following has been approved by Troy City Council as a statement of the rules of decorum for City Council meetings. The Mayor will also provide a verbal notification of these rules prior to Public Comment:

*The audience should be aware that all comments are to be directed to the Council rather than to City Administration or the audience. Anyone who wishes to address the Council is required to sign up to speak within thirty minutes before or within fifteen minutes of the start of the meeting. There are three Public Comment portions of the Agenda. For Items On the Agenda, Troy Residents and Business Owners can sign up to address Postponed, Regular Business, Consent Agenda, or Study items or any other item on the Agenda. Troy Residents and Business Owners can sign up to address all other topics under Items Not on the Agenda. All Speakers who do not live in Troy or own a Troy business may sign up to speak during the Comments on Items On and Not On the Agenda from Members of the Public Outside of Troy. Also, there is a timer on the City Council table in front of the Mayor that turns yellow when there is one minute of speaker time remaining, and turns red when the speaker's time is up.*

*In order to make the meeting more orderly and out of respect, please do not clap during the meeting, and please do not use expletives or make derogatory or disparaging comments about any one person or group. If you do so, then there may be immediate consequences, including having the microphone turned off, being asked to leave the meeting, and/or the deletion of speaker comments for any re-broadcast of the meeting. Speakers should also be careful to avoid saying anything that would subject them to civil liability, such as slander and defamation.*

*Please avoid these consequences and voluntarily assist us in maintaining the decorum befitting this great City.*

**G. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT:**

**H. POSTPONED ITEMS:**

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**H-1 No Postponed Items**

**I. REGULAR BUSINESS:**

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**I-1 Board and Committee Appointments: a) Mayoral Appointments – Planning Commission; b) City Council Appointments – Liquor Advisory Committee**

**a) Mayoral Appointments: None**

Suggested Resolution  
Resolution #2014-09-  
Moved by  
Seconded by

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

Planning Commission

Appointed by Mayor  
9 Regular Members  
3 Year Term

**Term Expires: 7/31/2015**

**Frank Boudon**

Term currently held by: Frank Boudon (Student)

Yes:  
No:

**b) City Council Appointments:**

Suggested Resolution  
Resolution #2014-09-  
Moved by  
Seconded by

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

Liquor Advisory Committee

Appointed by Council  
7 Regular Members  
3 Year Term

**Term Expires: 7/31/2015**

**Robert Huber**

Term currently held by: Robert Huber (Student)

Yes:  
No:

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

**a) Mayoral Nominations:**

Suggested Resolution  
Resolution #2014-09-  
Moved by  
Seconded by

RESOLVED, That the Mayor of the City of Troy hereby **FORWARDS** the following nominated

person(s) to serve on the Boards and Committees as indicated to the next Regular City Council Meeting for action:

**Brownfield Redevelopment Authority**

Appointed by Mayor  
7 Regular Members  
3 Year Term

**Current Members:**

Last Name	First Name	App Res Expire	Appointment Expire	Notes 3
Brake	Dan	4/18/2016	4/30/2014	Requests Reappointment
Dziurman	Theodore	3/8/2014	4/30/2015	BCBA exp 1/1/2015
Kornacki	Rosemary	12/12/2015	4/30/2017	
Swartz	Robert D.	7/25/2013	4/30/2017	
Vacancy			4/30/2016	Bruce Wilberding's unexpired term.
Vassallo	Joseph J.	12/6/2013	4/30/2015	

**Nominations to the Brownfield Redevelopment Authority:**

**Term Expires: 4/30/2016**

Term currently held by: Vacancy – Bruce Wilberding's unexpired term (resigned 4/11/2014)

**Term Expires: 4/30/2017**

Term currently held by: Dan Brake

**Interested Applicants:**

Last Name	First Name	App Resume Expire	Notes 1
Noble	Carolyn	10/10/2015	

**Downtown Development Authority**

Appointed by Mayor  
13 Regular Members  
4 Year Term

**Current Members:**

Last Name	First Name	Appointment Expire	Notes 1	Notes 2	Notes 3
Blair	Timothy	9/30/2015			
Bostick	Dennis	9/30/2016	In District		
Hay	David	9/30/2015	In District		
Jonna	Arkan	9/30/2016	In District		

Keisling	Laurence	9/30/2016	At Large		
Kiriluk	Alan	9/30/2016	In District		
Knight	P. Terry	9/30/2015	At Large	Personnel Bd exp 4/30/2015	Requests reappointment
MacLeish	Daniel	9/30/2016	In District		
Papa	Albert	9/30/2017	At Large		Requests reappointment
Randol Jr.	Ward	9/30/2014	In District		Requests reappointment
Reschke	Ernest	9/30/2014	At Large		
Schroeder	Douglas	9/30/2014	At Large		Requests reappointment
Slater	Dane		At Large	City Council; LDFA	

**Nominations to the Downtown Development Authority:**

**Term Expires: 9/30/2018**

**(In District)**

Term currently held by: Ward Randol Jr.

**Term Expires: 9/30/2018**

**(At Large)**

Term currently held by: Ernest Reschke

**Term Expires: 9/30/2018**

**(At Large)**

Term currently held by: Douglas Schroeder

**Interested Applicants:**

Last Name	First Name	App Resume Expire	Notes 2
Knight	Barbara	1/15/2016	EDC exp. 4/30/2015
Kornacki	Rosemary	12/12/2015	Brownfield Redev Authority exp 4/30/2014
Petrulis	Al	1/8/2016	ACAB exp 9/30/2015; Traffic Comm. exp 1/31/2014
Sawyer Jr.	Thomas G	12/11/2014	Municipal Bldg. Authority exp. 1/31/2013
Swartz	Robert D	2/12/2015	Brownfield exp 4/30/2014; EDC exp 4/30/2018

Yes:

No:

**b) City Council Nominations:**

**Suggested Resolution**

Resolution #2014-09-  
 Moved by  
 Seconded by

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

**Animal Control Appeal Board**

Appointed by Council  
 5 Regular Members  
 3 Year Term

**Current Members:**

Last Name	First Name	Appointment Expire	Notes 2	Notes 3
Carolan	Patrick	9/30/2016		
Petrulis	Al	9/30/2015	Traffic Comm exp 1/31/2014	
Saeger	Jayne	9/30/2014		Requests reappointment
Toth	Steve	9/30/2014		Requests reappointment
Waters	Gretchen	9/30/2015		

**Nominations to the Animal Control Appeal Board:**

**Term Expires: 9/30/2017**

Term currently held by: Jayne Saeger

**Term Expires: 9/30/2017**

Term currently held by: Steve Toth

**Interested Applicants:**

Last Name	First Name	App Resume Expire	Notes 2
Knight	P. Terry	1/15/2016	DDA exp 9/30/2015; Personnel Bd exp 4/30/2015

**Liquor Advisory Committee**

Appointed by Council  
 7 Regular Members  
 3 Year Term

**Current Members:**

Last Name	First Name	App Res Expire	Appointment Expire	Notes
Easterbrook	David	12/2/2015	1/31/2015	

Ehlert	Max	11/15/2013	1/31/2015	
Godlewski	W. Stan	12/14/2012	1/31/2017	
Gorcyca	David	12/6/2015	1/31/2017	
Hall	Patrick	12/12/2014	1/31/2016	
Huber	Robert	3/1/2015	7/31/2014	STUDENT
Kaltsounis	Andrew	12/13/2014	1/31/2016	
Oberski	Jeff			Police Dept.
Payne	Timothy	2/8/2014	1/31/2015	
Vacancy			7/31/2015	STUDENT

**Nomination to the Liquor Advisory Committee:**

**Term Expires: 7/31/2015**

Term currently held by: Vacancy (Student)

**Interested Applicants:**

Last Name	First Name	App Resume Expire	Notes
Bluhm	David	10/21/2015	STUDENT currently serving on P&R Board
Boudon	Frank	5/15/2015	STUDENT currently serving on Planning Comm.
Comiskey	Ann	3/18/2016	
Gottlieb	Steve	11/8/2015	

**Parks and Recreation Board**

Appointed by Council

7 Regular Members and 1 Troy School Board Member:

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

**Current Members:**

Last Name	First Name	Appointment Expire	Notes 2	Notes 3
Bluhm	David	7/31/2015	Student	
Bo	Elaine			
Hauff	Gary	7/31/2015	Troy School Dist. Rep. on P&R Board	
Huber	Laurie G	9/30/2015		
Kaltsounis	Orestis Rusty	9/30/2015	ZBA (Alt.) exp 1/31/2015	
Kovacs	Meaghan	9/30/2014		
Noble	Carolyn	9/30/2016		
Stewart	Jeffrey L	9/30/2016		

Toth	Steve	9/30/2016		
Zikakis	Janice	9/30/2014		Requests reappointment

**Nominations to the Parks and Recreation Board**

**Term Expires: 9/30/2017**

Term currently held by: Meaghan Kovacs

**Term Expires: 9/30/2017**

Term currently held by: Janice Zikakis

**Interested Applicants:**

Last Name	First Name	App Resume Expire	Notes 1	Notes 2
Baker	Julia (Judy)	5/7/2015		
Boudon	Frank	5/15/2015	Student	
Brandstetter	Tim	5/1/2015		Traffic comm exp 1/31/2015
Rosenberg	Michael	4/19/2015		
Wilsher	Cynthia A	2/27/2016		

Yes:

No:

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**I-3 No Closed Session Requested**

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**I-4 Approval of Amtrak Lease Agreement for the Troy Multi-Modal Transit Facility  
(Introduced by: Steve Vandette, City Engineer)**

Suggested Resolution

Resolution #2014-09-

Moved by

Seconded by

RESOLVED, That the Lease Agreement between the City of Troy and Amtrak for Amtrak’s use of the Troy Transit Center is hereby **APPROVED**; 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.

Yes:

No:

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**J. CONSENT AGENDA:**

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

Resolution #2014-09-

Moved by

Seconded by

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

Yes:

No:

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

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

Resolution #2014-09-

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

- a) City Council Minutes- Draft – September 8, 2014

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**J-3 Proposed City of Troy Proclamations: None Submitted**

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**J-4 Standard Purchasing Resolutions:**

- a) **Standard Purchasing Resolution 1: Bid Award – For the Repair and Re-Roof of the Existing Salt Storage Dome and Budget Amendment**

Suggested Resolution

Resolution #2014-09-

RESOLVED, That Troy City Council hereby **AWARDS** a contract to repair and re-roof the existing salt storage dome located at the DPW yard to the sole bidder, *Great Lakes Roofing, Inc. of Troy, MI*, for an estimated total amount of \$323,000.00, which includes a contingency amount for additional panel replacement and fan and/or dormer repair as necessary at unit prices contained in the bid tabulation opened August 14, 2014, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council **AMENDS** the 2015 Major Street Budget to transfer additional funds in the amount of \$173,000 to the capital budget.

BE IT FINALLY RESOLVED, That the award is **CONTINGENT UPON** the contractor's submission of properly executed bid and contract documents, including insurance certificates, Performance, Labor and Material Bonds, Maintenance Bonds and all other specified requirements.

**b) Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Glock Handguns – Police Department**

Suggested Resolution  
Resolution #2014-09-

RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase new Glock Handguns to the low bidder meeting specifications, *CMP Distributors, Inc.* of Lansing, Michigan, for an estimated total cost of \$28,785.00, not to exceed budgetary limitations, at the unit prices contained in the bid tabulation opened September 18, 2014, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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

**c) Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Floor Replacement at Fire Stations 1 and 6**

Suggested Resolution  
Resolution #2014-09-

RESOLVED, That Troy City Council hereby **APPROVES** a contract to furnish all equipment, material and labor for epoxy floor removal and to install new polished concrete floors at Fire Stations 1 and 6, to the low bidder meeting specifications; *Great Lakes Concrete Restoration, LLC of Troy, Michigan*, for an estimated total cost of \$45,200.00; at the unit prices contained in the bid tabulation opened September 11, 2014, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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

**d) Standard Purchasing Resolution: Approval to Expend Budgeted Funds – Troy Youth Assistance**

Suggested Resolution  
Resolution #2014-09-

RESOLVED, That Troy City Council hereby **APPROVES** the expenditure of funds budgeted in the 2014/2015 fiscal year to the Troy Youth Assistance to provide diversion programs and community services to the residents of the City of Troy at a cost of \$10,000.00 which shall be paid in quarterly installments; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** the agreements to fund these services, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

**e) Standard Purchasing Resolution: Approval to Expend Budgeted Funds – Troy Community Coalition**

Suggested Resolution

Resolution #2014-09-

RESOLVED, That Troy City Council hereby **APPROVES** the expenditure of funds budgeted in the 2014/2015 fiscal year to the Troy Community Coalition to provide community services to prevent drug and alcohol abuse in the amount of \$25,000.00; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** the agreements to fund these services, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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**J-5 PURE TROY – Snow Maintenance**

Suggested Resolution

Resolution #2014-09-

RESOLVED, That Troy City Council hereby **AMENDS** Chapter 34 – Sidewalk and Driveway Approaches, as prepared by City Administration, a copy of which shall be **ATTACHED** to the original Minutes of this meeting. The effective date of the amendment is ten (10) days following publication, as per the Troy City Code and Charter.

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**J-6 Suggested Resolution to Schedule a Joint Meeting with Representatives from the Troy School District**

Suggested Resolution

Resolution #2014-09-

RESOLVED, That a joint meeting is hereby **SCHEDULED** for the Troy City Council and Troy School District representatives for the purpose of discussing:

- Bond Update
- Enrollment Review
- School Liaison Officer
- Troy Talk

on Monday, September 29, 2014 at 6:00 PM in the City Council Boardroom of Troy City Hall, 500 W. Big Beaver, Troy, Michigan 48084.

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**J-7 Troy Roads Rock – Ratification of Contract Change Order for Additional Work – Concrete Slab Replacement on Long Lake, John R, Big Beaver and Dequindre**

Suggested Resolution  
Resolution #2014-09-

RESOLVED, That Troy City Council hereby **RATIFIES** the use of \$500,000 in additional General Fund dollars to complete the Troy Roads Rock program for work on Long Lake, John R, Big Beaver and Dequindre Roads for a total program amount of \$5,606,000.

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**J-8 Ratification of Revised Memorandum of Understanding for the Joint Local Development Finance Authority Automation Alley SmartZone and Troy-Southfield Proposed 15-Year Extension**

Suggested Resolution  
Resolution #2014-09-

RESOLVED, That the Troy City Council hereby **RATIFIES** the revised Memorandum of Understanding for the City of Troy and City of Southfield to host a Satellite SmartZone within the Local Development Finance Authority for the City of Port Huron.

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**J-9 Sale of Equipment – Surplus Police Vehicles**

Suggested Resolution  
Resolution #2014-09-

WHEREAS, Mott Community College has expressed an interest in purchasing four (4) out of service 2009 or newer Ford Crown Victorias with 90,000 miles for use on their driving course to provide Emergency Vehicle Operations (EVO) training for Mott Police Academy cadets and in-service police officers; and

WHEREAS, Police Recruits utilize the Mott Police Academy for basic police academy training and Police departments will soon send in-service officers for Basic EVO refresher course; and

WHEREAS, To validate the fair market value of these surplus vehicles, prior auctions were reviewed and it was determined the fair market value to be estimated at \$4,200.00 after auction fees;

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council hereby **WAIVES** formal auction procedures and **AUTHORIZES** the City of Troy to sell four (4) 2009 or newer surplus Ford Crown Victoria police vehicles for the fair market value of \$17,000.00 to Mott Community College for the purpose of providing Emergency Vehicle Operations for Mott Police Academy.

BE IT FINALLY RESOLVED, That Troy City Council hereby **DIRECTS** City staff to ensure the appropriate transfer of the vehicle titles to Mott Community College.

**J-10 Bid Waiver – Professional Services – Fire Department Employment Testing Services**Suggested Resolution

Resolution #2014-09-

WHEREAS, *EMPCO, Inc.* has been providing testing and hiring services to the City's Fire Department for 24 years and has provided this service to several other surrounding municipalities (Resolution #2011-11-261); and

WHEREAS, *EMPCO, Inc.* meets departmental needs and complies with Act 78 Commission requirements, including the requirements to be fair and impartial.

THEREFORE, BE IT RESOLVED, That formal bidding procedure for this professional service is hereby **WAIVED**, since the public interest is best served by contracting with *EMPCO, Inc.*

BE IT FINALLY RESOLVED, That the Fire Chief is **AUTHORIZED TO EXECUTE** a contract on behalf of the City, authorizing *EMPCO, Inc.* to conduct the Fire Service Technician promotional testing, in accordance with the attached proposal.

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**J-11 Bid Waiver – Professional Services – Troy Public Library – Building Assessment Report**Suggested Resolution

Resolution #2014-09-

WHEREAS, *John Tagle Associates, Inc. of Troy, MI*, has been involved with the Library Improvement Team and has a solid familiarity and understanding of the library building; and

WHEREAS, Exceptions to competitive bidding include the employment of professional services;

THEREFORE, BE IT RESOLVED, That formal bidding procedure for this professional service is hereby **WAIVED**, since the public interest is best served by contracting *John Tagle Associates, Inc. of Troy, MI*, to provide a detailed Building Assessment Report as detailed in the attached proposal, in the amount of \$25,650.00.

**K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:**

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**K-1 Announcement of Public Hearings: None Submitted**

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

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

**M. COUNCIL REFERRALS:**

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

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**M-1 No Council Referrals Advanced**

**N. COUNCIL COMMENTS:**

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**N-1 No Council Comments Advanced**

**O. REPORTS:**

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

- a) Building Code Board of Appeals-Draft-August 6, 2014
- b) Building Code Board of Appeals-Final-August 6, 2014
- c) Zoning Board of Appeals-Draft-August 19, 2014
- d) Planning Commission Special/Study-Draft-August 26, 2014
- e) Planning Commission Special/Study-Final-August 26, 2014
- f) Building Code Board of Appeals-Draft-September 3, 2014

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

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**O-3 Letters of Appreciation:**

- a) Letter of Appreciation from Paul Deters, Metro Detroit Signs, to Paul Evans and Mitch Grusnick Regarding a Variance
- b) Letter of Appreciation from Joe Bleau, N.S. International, Inc., Regarding Outstanding Support Received from City Administration

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

**P. COMMENTS ON ITEMS ON OR NOT ON THE AGENDA FROM MEMBERS OF THE PUBLIC OUTSIDE OF TROY (NOT RESIDENTS OF TROY AND NOT FROM TROY BUSINESSES):**

**Q. STUDY ITEMS:**

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**Q-1** No Study Items

**R. CLOSED SESSION:**

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**R-1** No Closed Session

**S. ADJOURNMENT:**

Respectfully submitted,



Brian Kischnick, City Manager

**FUTURE CITY COUNCIL PUBLIC HEARINGS:**

**PROPOSED SPECIAL CITY COUNCIL MEETINGS:**

September 29, 2014 (To Be Scheduled) - Joint City Council/Troy School District Meeting  
November 10, 2014 (To Be Scheduled) - Financial Update

**SCHEDULED SPECIAL CITY COUNCIL MEETINGS:**

**SCHEDULED REGULAR CITY COUNCIL MEETINGS:**

October 6, 2014 ..... Regular Meeting  
October 20, 2014 ..... Regular Meeting  
November 10, 2014 ..... Regular Meeting  
November 24, 2014 ..... Regular Meeting  
December 1, 2014 ..... Regular Meeting  
December 15, 2014 ..... Regular Meeting



**INTERNATIONAL MUNICIPAL  
LAWYERS ASSOCIATION**

*In Recognition of Continued Demonstrated Excellence  
In the Field of Local Government Law  
Conferred Upon*

**Lori Grigg Bluhm**

*The Designation of*

**LOCAL GOVERNMENT FELLOW**

*2004-2019*

*Charles W. Thompson, Jr.  
Executive Director/General Counsel*

*Sherry Long, Bedford  
2005-2014 IMLA President*

*Presented September 2019*



## Local Government Fellows Program

### What is the IMLA Local Government Fellows Program?

The prestigious IMLA Local Government Fellows Program was established to recognize attorneys as legal specialists in the field of local government law and to encourage attorney proficiency and competency in the local government legal field.

The Program offers local governments a reliable benchmark for determining experienced and knowledgeable practitioners. IMLA publishes an annual listing of Local Government Fellows in the *Municipal Lawyer*, and all Fellows are recognized at a luncheon ceremony during IMLA's Annual Conference.

Attorneys who meet the Program's criteria will receive a plaque and the designation of **IMLA Local Government Fellow**.

### Eligibility Requirements

The Program is offered to applicants having been admitted to the bar for not less than five years with not less than five years experience in the field of local government law and at least three years of which must have been as a municipal attorney, assistant municipal attorney, county attorney, assistant county attorney, state league counsel, or assistant state league counsel. Local government lawyers practicing in Canada who meet these requirements are also eligible to apply. To apply, applicants must also be in good standing and full members of IMLA.

As part of the application process, applicants are required to submit letters of recommendation attesting to the ability of the applicant in the field of local government law. In addition, the applicant must have attended a minimum of one IMLA seminar or conference or other IMLA event in the previous two years.

Applicants must also show completion of at least six CLE credits in the field of local government law on national legal issues in the past two years and completion of at least six CLE credits in the field of local government law in the state/province of the applicant in the past two years. Passage of a two-part written examination is required for designation.

## NETWORK

### COMMITTEES

### WORKING GROUPS

### SECTIONS

### LOCAL GOVERNMENT FELLOWS PROGRAM

### IMLA LISTSERVS

### SLLC

### NLC

### NACO

M I C H I G A N

# WOMEN IN THE LAW

## 2014

On September 11, 2014,  
Michigan Lawyers Weekly  
was honored to present  
this year's Women in the Law,  
a group of 30 women who  
stand out in Michigan's  
legal profession.

# Lori Grigg Bluhm

City attorney, City of Troy

**EDUCATION:** Wayne State University Law School

### *Background:*

I grew up in Clare, Michigan. I have twin siblings who are 11 months younger than I am. As the oldest child, with bowy hairdoes, I used to hate that month when we were all three the same age, since my younger siblings challenged my presumed authority during this time. Now I relish being the same age as my younger siblings, even if it is just for a little over a month, and I am also happy to defer to my siblings whenever they want to be in charge.

### *Biggest accomplishment:*

The city of Troy is a wonderful and progressive community, and there have been several new developments since I came to the city in 1995. I am so proud to have played at least a small part in helping the city achieve its greatness.

### *First job:*

I started working in the restaurant business when I was 12 years old, making \$1.25 per hour doing dishes. I worked in the restaurant business until I completed law school. I was able to save enough money by working very hard for several years to pay my own way through college and law school. I am not especially adept at cooking, so I knew that the restaurant business was not a good career option for me.

### *Biggest professional challenge:*

As a direct report to a legislative body, it has sometimes been challenging to navigate through conflicts between my seven bosses. In spite of some differences of opinions, I have been fortunate to maintain my neutrality during some controversial issues.

### *Achieving balance:*

Attorneys need to be flexible to meet work demands, but shouldn't feel guilty about carving out time for a personal life, too.

### *If not a lawyer, I would be:*

A book editor.

### *Guiltily pleasure:*

Ingram's Cakes, located right here in Troy. The "Marie Mm" is the best, with pretzels covered in caramel and chocolate!

### *Favorite book/movie:*

"To Kill a Mockingbird." I think all lawyers should have the character and integrity and professionalism exemplified by Atticus Finch.

### *Favorite vacation spot:*

Marco Island, Florida.

### *Five guests for a fantasy dinner party:*

John Adams, Thomas Jefferson, George Washington, Abraham Lincoln and John F. Kennedy.



Bluhm is Troy's city attorney and president of the Michigan Association of Municipal Attorneys and the Michigan Municipal League Legal Defense Fund. She is involved with the Troy Community Coalition and Women Lawyers Association of Michigan.

### *You don't know:*

I was the first person in my extended family to graduate from college, and the only lawyer in my family so far. I attended Michigan Lutheran Seminary, a Saginaw residential high school dedicated to preparing students for a life in ministry, but transferred in 11th grade when I decided that I wanted to pursue law as a career instead.

### *I am ...*

Philanthropic.



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**Lori Grigg Bluhm**

The Designation of

**LOCAL GOVERNMENT FELLOW**

2008-2009

Charles W. Thompson, Jr.  
Executive Director/General Counsel

Shen F. King, Bartford  
202-261-4151 / C.President

Presented September, 2011



## CITY COUNCIL REPORT

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September 18, 2014

TO: Brian Kischnick, City Manager

FROM: Mark F. Miller, Director of Economic and Community Development  
Glenn Lapin, Economic Development Specialist

SUBJECT: Economic Development Activity Update

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### **General Market Activity**

The City of Troy continues to see positive economic development activity.

According to CBRE, a leading international commercial real estate services company, Troy's office vacancy rate in the 2Q of 2014 was 22.5%. This compares to a 2Q 2013 office vacancy rate of about 25% and a 2Q 2012 office vacancy rate of 28%. The five-year office vacancy average is 26.5%. These rates all exclude the Kmart Headquarters which is functionally obsolete and is not being actively marketed for leasable office space.

Troy's industrial vacancy rate in the 2Q of 2014 was 5.3%. This compares to a 2Q 2013 industrial vacancy rate of about 6% and a 2Q 2012 industrial vacancy rate of about 10%. The five-year industrial vacancy average is 11.1%.

Troy's retail market continues to see activity, particularly along the Big Beaver corridor. However, available sites along Big Beaver are limited. We are now seeing renewed retail development interest in the Maple/Livernois area because of the new MJR project.

Although the methodology for calculating vacancy rates may vary between sources, the trend is positive. The commercial brokers that focus on Troy have provided positive feedback on the level of activity they are seeing. However, brokers focused on industrial properties continue to indicate limited availability of suitable industrial properties.

### **Recent Projects**

Examples of recent development activity announced include the following:

S&P Data, LLC - After a thorough site selection process, S&P Data will locate its first Michigan call center facility at **340 E. Big Beaver Road** (formerly occupied by Flagstar operations). S&P Data is a provider of contact center solutions to Fortune 500 companies offering multiple channel support including phone, chat, e-mail and social media channels. The \$4.4 million project is expected to create 421 jobs over three years.



## CITY COUNCIL REPORT

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Unified Business Technologies – UBT, founded in Troy in 1997, provides manufacturing, engineering, IT, telecommunications, and professional services to federal, state and local government agencies and the private sector. The company has been awarded a new contract by the U.S. Army and plans to expand its operations in the City of Troy. The project will generate a total capital investment of \$17.2 million and create 171 jobs. Troy was chosen over competing sites in Alabama, Texas, Kentucky and Tennessee. UBT is located at **315 Indusco Court**.

NS International – NS International has moved into the old Magna location at **600 Wilshire Drive**. NSI's Grand Opening took place on September 11, 2014. Approximately 175 employees work in the building with continued growth expected.

DMC Children's Hospital Specialty Center – The Groundbreaking Ceremony for the new facility, located at **350 W. Big Beaver**, took place on September 18, 2014. The \$42 million, 70,000 square foot project is expected to employ approximately 100 people.

Kaiser Studio – This school photography company purchased **1825 Birchwood** to house its growing business. The 14,000 square foot building will house approximately 70 employees during peak season.

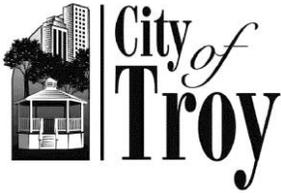
AkzoNobel – AkzoNobel will be relocating its North American Automotive & Aerospace Coatings Vehicle Refinishes Headquarters from Georgia to its **1845 Maxwell Street** location in Troy. The project is expected to add about 60 new jobs to the facility when it opens in the spring of 2015.

Toyoda Gosei – Toyoda Gosei has announced that it will be expanding its North American Headquarters located at **1400 Stephenson Highway**. The expansion will create approximately 51 jobs and will result in an investment of \$7.9 million. The Troy facility focuses on sales, engineering and administration for its subsidiaries engaged in research and design, and manufacturing operations throughout North America.

QEK Global Solutions, Inc. – QEK, a global leader in fleet solutions to the automotive and other industries, has acquired Alternative Automotive Technologies located at **1225 E. Maple Road**. QEK plans to invest in the facility and new equipment. As operations ramp up, the location's 45 employees is expected to grow in number.

Seco Tools North American Headquarters Expansion – Seco Tools, located at **2805 Bellingham**, specializes in metal cutting for advanced manufacturing. The company recently consolidated an out-of-state facility by adding to its current location in Troy. Seco supplies companies in all industry sectors; including automotive, motor vehicles, heavy equipment – construction/agriculture, aerospace, medical, power generation, oil & gas, mold & die, and general engineering. The new facility will concentrate on custom tooling manufacturing and testing. The firm has been staffing up the facility for the last year, making 20 hires in its technical engineering group.

Walsh College Expansion – Walsh College, located at **3838 Livernois**, broke ground for its \$15 million expansion and renovation on September 5, 2014. The project includes a 27,000 s.f. renovation and addition to the original campus. The addition will encompass distinct pavilions with a



## CITY COUNCIL REPORT

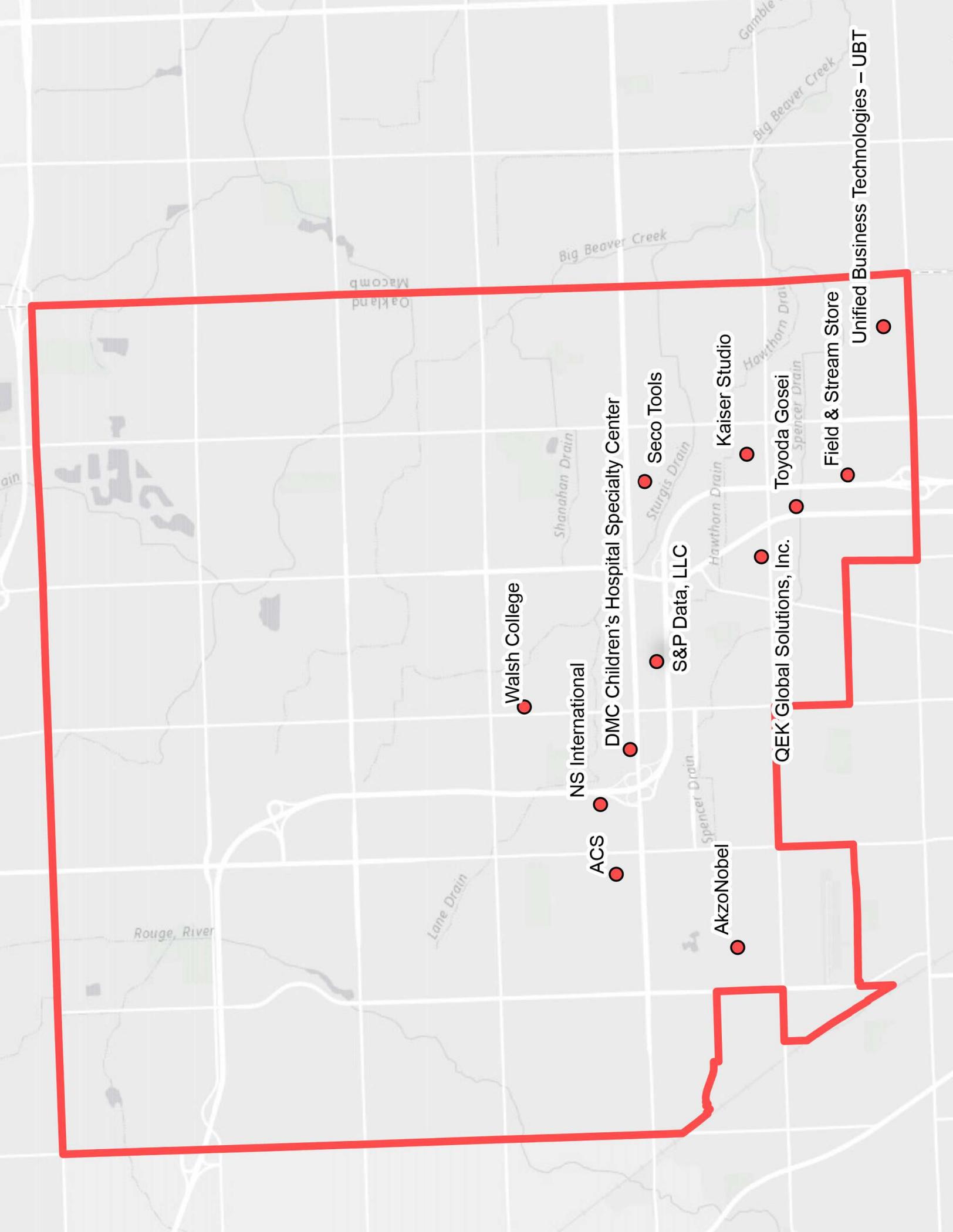
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business-communication focused student success center, a student lounge, and a “one-stop” student services center. Construction is expected to take 18 months. Walsh’s student body now totals more than 4,000.

Field & Stream Store – The Oakland Mall Circuit City store, located at **750 W. Fourteen Mile Road**, has been demolished, and a new Field & Stream Specialty Store will be taking its place. The new 50,000 s.f. store will carry the best brands that meet the evolving needs of hunters, anglers and outdoorsmen. The store, expected to open in the spring of 2015, will be the first one built in Michigan.

ACS – ACS provides test facility and equipment solutions for clients around the world. Based in Madison, WI, ACS has leased space at **1050 Wilshire Drive** for its first Michigan regional office. The company employs 160 people worldwide.

The above projects include a mix of companies and institutions that are new to the area and those that are expanding current operations in Troy. In particular, Troy continues to be a preferred location for international companies. The high caliber of companies locating and expanding in Troy reinforces Troy’s standing as Michigan’s premier address for business, retail and commerce.



Rouge River

Lane Drain

Shanahan Drain

Sturgis Drain

Hawthorn Drain

Spencer Drain

Big Beaver Creek

Gamble

Oakland

Walsh College

NS International

ACS

DMC Children's Hospital Specialty Center

AkzoNobel

S&P Data, LLC

Seco Tools

Kaiser Studio

Toyoda Gosei

QEK Global Solutions, Inc.

Field & Stream Store

Unified Business Technologies - UBT



## CITY COUNCIL ACTION REPORT

September 18, 2014

TO: Honorable Mayor and Troy City Council Members

FROM: Brian Kischnick, City Manager  
 Lori Grigg Bluhm, City Attorney *LSB*  
 Mark Miller, Director of Economic and Community Development  
 Steven J. Vandette, City Engineer/Project Manager *SV*

SUBJECT: Approval of Amtrak Lease Agreement for the  
 Troy Multi-Modal Transit Facility

### History

The AMTRAK Lease Agreement has been in development since the earliest design stage of the Transit Center in 2012. Early in 2013, while the Transit Center was a few months into construction, there was substantial agreement on the substantive terms. However, before the lease could be finalized, the Michigan Court of Appeals issued its opinion reversing the Oakland County Circuit Court Judge, finding that Grand Sakwa held a reversionary interest in the underlying real property. This decision temporarily suspended the negotiations between the City and Amtrak. Now that the Oakland County Circuit Court has issued an order returning legal title to the City, Administration has negotiated the attached lease with Amtrak, and recommends its approval.

City Administration's primary focus was to get the operation and maintenance costs covered. Engineering worked to identify all costs, the source of payment for the costs, and the potential for AMTRAK and MDOT reimbursement under the federal Passenger Rail Investment and Improvement Act (PRIIA). The proposed lease agreement requires the City to perform all necessary maintenance, but provides that the City will be reimbursed 100% by AMTRAK, paid on a quarterly basis. Under PRIIA, AMTRAK will be reimbursed these costs by MDOT.

The proposed lease will take effect 30 days after the execution of the lease agreement. During that time preparations will be made to open the station. AMTRAK will determine the opening date for the Transit Center, and we will publicize that information immediately after we are notified.

### Financial

Operation and maintenance costs are budgeted in the City's 2014-15 budget and 3 year budget. These costs will be included in the budget over the 20 year term of the lease. The length of the lease corresponds with the requirements of our capital contract with MDOT, which provided the funds to build the Transit Center.

Operation and maintenance costs will be billed to AMTRAK quarterly for 100% reimbursement.

## **Recommendation**

City Administration recommends that City Council approve the attached Lease Agreement between the City of Troy and Amtrak for Amtrak's use of the Troy Transit Center, and authorize the Mayor and City Clerk to execute the Lease Agreement on behalf of the City.

**TROY MULTI-MODAL TRANSIT FACILITY**  
**LEASE AGREEMENT**

THIS TROY MULTI-MODAL TRANSIT FACILITY LEASE AGREEMENT ("Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF Troy, a Michigan Municipal Corporation, 500 W. Big Beaver, Troy, Michigan 48084, ("City") and NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the former Rail Passenger Service Act and the laws of the District of Columbia, with offices at 30<sup>th</sup> Street Station, 5<sup>th</sup> Floor South Tower, 2955 Market Street, Philadelphia, PA 19104 ("Amtrak"), collectively (the "Parties").

**Background**

City represents that it is the owner of the property located at 1201 Doyle Drive, Troy, Michigan 48084, more particularly shown as the "Common Area" on Exhibit "A", attached hereto and made a part hereof ("Property").

Grand Trunk Western Railroad Company ("Railroad") is the owner of certain property adjacent to the Property (including Railroad's right-of-way), located at MP 17.4 Holly Subdivision, Troy Michigan, more particularly shown on Exhibit "B", attached hereto and made a part hereof ("Railroad Property").

City intends to construct a station building on the Property and a platform on (and a pedestrian bridge over) the Railroad Property to be commonly collectively referred to as the Troy Multi-Modal Transit Facility, as more particularly shown on Exhibit "A" ("Transit Facility").

Railroad has granted to City a permanent, non-exclusive easement to construct, use, maintain and repair a platform and elevator/bridge support tower on the Railroad Property, as more particularly shown on Exhibit "C", attached hereto and made a part hereof.

Railroad has granted to City a non-exclusive, perpetual license for the purpose of ownership, use, construction, operation, reconstruction and perpetual maintenance of a pedestrian bridge over the Railroad Property, which bridge will connect the platform with the station building, as more particularly shown on Exhibit "D", attached hereto and made a part hereof.

City will own the platform and elevator/bridge support tower on the Railroad Property and the Pedestrian Bridge over the Railroad Property.

Upon completion of construction of the Transit Facility, City desires to lease a portion of the Transit Facility to Amtrak and Amtrak desires to lease from City a portion of the Rail Facility pursuant to the terms herein.

NOW, THEREFORE BE IT RESOLVED, in consideration of the terms and conditions set forth herein, City and Amtrak, intending to be legally bound,

hereby agree to incorporate the above recitals into this Agreement, and further agree as follows:

1. City agrees to construct, at no cost to Amtrak, the Transit Facility in accordance with the plans and specifications submitted by City to Amtrak for approval and approved by Amtrak. All improvements shall be constructed in accordance with all applicable statutes, laws, rules, regulations, ordinances and codes, including without limitation, the Americans with Disabilities Act of 1990, as amended, (the "ADA") and the guidance and regulations promulgated thereunder by the U.S. Department of Transportation (the "Regulations"), and shall be constructed in accordance with Amtrak's safety, security, operation and engineering procedures, as applicable. This Agreement and City's construction of the Transit Facility is contingent on City continuing to obtain sufficient funding from the Federal Railroad Administration and the Michigan Department of Transportation to complete construction and open the Transit Facility for Amtrak use. If City does not complete construction and open the Transit Facility for Amtrak use along with unrestricted access to the Transit Facility via Doyle Drive and the use of all Common Areas on the Property, this Agreement shall be null and void.
  
2. As of the "Commencement Date", as defined in Section 4 hereof, the City leases to Amtrak, a portion of the Transit Facility for Amtrak's, and its employees, passengers, contractors, agents and invitees exclusive use which initially shall be the entire Transit Facility ("Premises"), and also grants to Amtrak, its employees, passengers, contractors, agents and invitees the right to use, in common with others, the common areas and common facilities in the Transit Facility and on the Property ("Common Area" as shown on Exhibit A.), as a railroad passenger terminal and for Amtrak's business operations and operations incidental to Amtrak's business including the installation of ticketing kiosks and signs ("Amtrak's Use"). The initial square footage of the Premises is 5,900 (five thousand nine hundred) square feet and the square footage of the entire Transit Facility is 5,900 (five thousand nine hundred) square feet. "Amtrak's Proportionate Share" shall mean the ratio of the square footage of the Premises to the Transit Facility area. Amtrak's Proportionate Share shall initially be one hundred percent (100%). Amtrak shall have the right to keep the Transit Facility open at all such times as it desires. For as long as Amtrak's Proportionate Share is one hundred percent (100%), then City shall keep the Transit Facility locked at all times not in use by Amtrak.
  - a. The City reserves the right to lease other portions of the Transit Facility to other tenants. Amtrak's approval for such leases is not required, and said leases shall not interfere with Amtrak's use. In the event other tenants are permitted to lease space at the Transit Facility the square footage of Amtrak's Premises shall be reduced and, hence, Amtrak's Proportionate Share of all Additional

Rent expenses shall be reduced accordingly to reflect the reduction.

b. The City reserves the right to install informational and educational displays and exhibits ("City Displays") in the Transit Facility. The City Displays shall not interfere with Amtrak's use, and prior approval by Amtrak for any City Displays is not required. The City, at its sole cost and expense, may install and maintain the City Displays and shall bear all liability related thereto. Amtrak shall have no liability and the City releases Amtrak from any liability in any way related to the City Displays.

c. The City reserves the right to install vending machines ("City Vending Machines") in the Transit Facility, providing it does not interfere with Amtrak's Use in anyway. The City, at its sole cost and expense, may install and maintain the City Vending Machines and shall bear all liability related thereto. Amtrak shall have no liability and the City releases Amtrak from any liability in any way related to the City Vending Machines. The City will retain all proceeds collected from such City Vending Machines.

d. The City reserves the right to make additional improvements to the Transit Facility, provided such improvements do not interfere with Amtrak's Use in any way, or interfere with ingress and egress to the Premises from the Common Areas, the parking lot or the train platform or have an adverse financial impact on Amtrak in any way. Such improvements shall not impact parking spaces necessary to accommodate the Transit Facility and Amtrak's employees, passengers, contractors, agents and invitees. Amtrak shall have no liability and the City releases Amtrak from any liability related to such improvements. Such improvements shall decrease Amtrak's Proportionate Share. All additional improvements shall be constructed in accordance with all applicable statutes, laws, rules, regulations, ordinances and codes, including without limitation, the ADA.

3. This Agreement is contingent upon:

- a. completion of construction of the Transit Facility in accordance with Section 1. herein, and unrestricted access to and use of the Property, and
- b. resolution of City's ownership of the Property and evidence of clear title to Amtrak's satisfaction, and
- c. issuance of an occupancy permit for the Transit Facility, and
- d. execution of this Agreement by both Parties.

4. The term ("Term") of this Agreement shall be for twenty (20) years, commencing thirty (30) days after accomplishment of all of the above conditions ("Commencement Date") and terminating twenty (20) years

thereafter unless extended by Amtrak as provided below, or sooner terminated by Amtrak giving thirty (30) days' prior written notice to City either that Amtrak's rail passenger service to Troy will relocate or cease, or, in the event of destruction or substantial damage to the Rail Facility or the Premises that the Rail Facility or the Premises are rendered unusable to Amtrak.

- a. On or about the Commencement Date, the City and Amtrak shall sign a declaration of commencement confirming the Commencement Date and City shall record this Agreement in the appropriate recorder of deeds office.
  - b. Amtrak shall have the option to extend the Term of this Agreement for an additional ten (10) year term by giving notice of its intent to exercise this option at least sixty (60) days before the end of the then current term. Any extended term shall be upon all the same terms and conditions as set forth in this Agreement and such extension shall be included as part of the Term.
  - c. If Amtrak shall hold over the Premises after expiration of the Term or any extension thereof, such holding shall be construed to be only a tenancy from month to month subject to all the covenants, conditions and obligations contained in this Agreement.
5. Amtrak shall pay rent in the amount of One Dollar (\$1.00) ("Rent"), receipt of which Rent is hereby acknowledged by City.
- a. Additional Rent: Amtrak shall pay a proportionate share of the following actual expenses in the form of "Additional Rent": Transit Facility Maintenance Expenses, Common Area Maintenance Expenses, and Insurance Expenses. All invoices presented by City to Amtrak shall detail all items included in Additional Rent expenses, based on the actual amount charged to, or paid by, City, after any reimbursements, contributions or credits received or due from any other entity, without mark-up, along with a calculation of the then current Amtrak's Proportionate Share thereof. City shall include, with the invoice, copies of all bills for Additional Rent expenses reflected in the invoice and a statement of all reimbursements, contributions or credits received by City or due from any other entity, prior to Amtrak being required to pay any such invoice.
    - (1) Transit Facility Maintenance Expenses shall mean the then current Amtrak's Proportionate Share of the actual utility and maintenance expenses paid by the City. The Transit Facility Maintenance Expenses shall include waste disposal, lighting, water, sewer, gas, phone communication/data link, elevator maintenance, security camera system maintenance and

electricity as well as janitorial services and maintenance supplies needed for maintaining the Transit Facility, including but not limited to cleaning of restrooms, waiting areas, windows, elevator lobbies, stairwells bridge and platform area. The City will invoice Amtrak (monthly) in accordance with the notice provisions outlined in Sections 17 and 19 below.

(2) Common Area Maintenance Expenses shall mean the then current Amtrak's Proportionate Share of the actual expenses paid by the City for waste disposal, lighting, electricity, mowing, snow and ice removal, tree maintenance, Doyle Drive and parking lot maintenance in the Common Area provided that Amtrak employees and patrons are permitted to park in the parking lot free of charge, with the exclusive right to use five (5) parking spaces for Amtrak's employees and fifty (50) parking spaces for Amtrak's patrons. If Amtrak's employees and patrons are not permitted to park free of charge, then Amtrak shall not be required to pay the Common Area Maintenance Expenses. The City will invoice Amtrak (quarterly) in accordance with the notice provisions outlined in Sections 17 and 19 below. The Common Area Maintenance Expenses shall not exceed \$12,000 annually (the "Annual Amount") unless otherwise agreed to by the Parties in writing.

(3) Insurance Expenses shall mean the then current Amtrak's Proportionate Share of the actual expenses paid by the City for its property insurance covering the Transit Facility against loss or damage by fire and such other hazards. The City will invoice Amtrak (annually) in accordance with the notice provisions outlined in Sections 17 and 19 below.

(4) Periodic Additional Rent Adjustment: The City may review the Common Area Maintenance Expenses at the expiration of every successive four-year period occurring after the Commencement Date. If it is determined as a result of such review that the Annual Amount of the Common Area Maintenance Expenses require either an upward or downward adjustment based on documented maintenance expenses, the Parties shall promptly negotiate a reasonable adjustment of the Additional Rent. Each negotiated redetermination of the Additional Rent shall be evidenced by a modification to this Agreement signed by both Parties.

(5) Expenses charged to Amtrak shall not include costs of a capital nature, including capital improvements, capital replacements, capital repairs, capital equipment, and capital tools, as determined under generally accepted accounting principles consistently applied.

6. Amtrak, its Office of Inspector General and/or the Federal Railroad Administration, their respective agents, designees and accountants shall have the right at any time or from time to time, for up to five (5) years after this Agreement is terminated and after advance notice to City to make any examination or audit of City's books and records which relate in any way to the Transit Facility, the Property or the Premises. Such examination shall be at a place and time agreed to by the Parties. If it is determined that the Additional Rent, expenses or other charges charged to Amtrak are in error, or have been overpaid or underpaid, then City shall pay any overpayment to Amtrak and Amtrak shall pay any underpayment to City.
7. The City shall maintain and operate the Transit Facility in a good and tenable condition as determined by the City. The City shall provide on an uninterrupted basis maintenance that shall include, but not be limited to janitorial and/or custodial services including the daily cleaning of restrooms and waiting areas. The City's maintenance shall also include snow removal from common areas and platforms and parking lots as designated in Exhibit A, solid waste removal, and grass cutting. The City shall perform necessary repairs and periodic maintenance to driveways, walkways, parking lots and approaches. The City's maintenance shall also include heating, cooling, plumbing and lighting fixtures, structural maintenance and necessary touch-up painting.
8. The City shall provide security services in the Transit Facility in the form of closed circuit television monitoring and shall make available to Amtrak all feeds from the monitoring at no cost to Amtrak. The City shall be responsible for the installation and maintenance of technology equipment, security camera and system, and other devices related to the monitoring of the Transit Facility and shall be responsible for all monitoring fees associated therewith. Additional security requirements or improvements, if necessary, shall be negotiated by the Parties and Amtrak shall be solely responsible for all costs associated with additional security requirements pursuant to Section 13 below.
9. In the Common Area, the City will install signage as determined by the City to be necessary for the convenience of the public.
10. Amtrak shall not assign its interest under this Agreement without the express written consent of the City. This provision requiring City's consent shall not apply, and Amtrak shall be permitted to assign or sublet to any entity whose management and operation is indirectly or directly controlling, controlled by or under common control with Amtrak or if such assignment or subletting is due to or arises out of any judicial or legislative action or mandate, or if it is to a successor railroad and any such transfers shall not be deemed an assignment or subletting.

11. Any sale, transfer or conveyance of the Property or the Transit Facility by the City shall be subject to Amtrak's rights under this Agreement. This Agreement shall be recorded by City. Amtrak's rights hereunder shall run with the land for the Term, as may be extended, modified or altered and all succeeding landlords of the Property or Transit Facility shall be bound by the terms herein. City and all succeeding landlords shall notify Amtrak of a sale, assignment or other disposition of the Property or Transit Facility and provide Amtrak with a nondisturbance agreement approved by Amtrak, in its sole discretion, prior to any disposition of the Property or Transit Facility.
12. Pursuant to 49 U.S.C. §24301(l), Amtrak is exempt from all state and local taxes, surcharges, or fees.
13. The City agrees that it will not unreasonably withhold, delay or condition approval of a request from Amtrak, in writing, to make reasonable additional improvements beyond those required of City under Section 1. or any other section of this Agreement, at Amtrak's sole expense, in and about the Premises and areas surrounding the Property to provide: a. security; and b. access to the Premises and all station facilities open to the public by physically disabled individuals. Nothing herein shall make Amtrak a responsible party for purposes of accessibility requirements with regard to the Transit Facility under the ADA and nothing herein shall require Amtrak to make or to bear the cost of any improvements of a capital nature, as described in Section 5.a.(5).
14. Amtrak shall require all of its subcontractors who perform work at the Transit Facility to provide the insurance outlined in Exhibit E, attached hereto and made a part hereof. Said coverage shall be the primary coverage rather than any insurance or self-insurance carried by the City or Amtrak.

Amtrak shall provide insurance in accordance with its governing statutory requirements and may meet the requirements thereof under its corporate-wide self-insurance program.

15. The City shall indemnify, defend, and hold harmless Amtrak, its officials, officers, employees, and agents, from and against any and all liability, loss, damage, expenses, costs (including without limitation costs and fees of litigation) due to bodily injury, including death, to any person, or loss or damage (including without limitation loss of use) to any property, caused by the actions or inactions of the City, its officers, officials, directors, employees, or agents, in connection with this Agreement or in connection with the City's failure to comply with any of its obligations contained in this Agreement unless caused by the sole and direct negligence of Amtrak as determined by a court of competent jurisdiction.

City acknowledges that it is providing this indemnification, after approval of the Troy City Council, in accordance with its right to exercise all municipal powers in the management and control of the Troy Multi-Modal Transit Facility, a public service facility for public transportation, and in exchange for good and valuable consideration from Amtrak under this Agreement.

The City shall require all of its subcontractors who perform work at the Transit Facility to provide the insurance outlined in Exhibit E. Said coverage shall be the primary coverage rather than any insurance or self-insurance carried by the City or Amtrak.

16. The City shall provide the insurance outlined in Exhibit E. Alternatively, it may cover its indemnity obligations stated in the Agreement and meet the requirements of Exhibit E by adding the Transit Facility to its self-insurance program through Michigan Municipal Risk Authority ("MMRMA"), and to its insurance policy with the Michigan Municipal League Worker's Compensation fund ("MML"), or their replacement policies, with the City being permitted to self-insure for five hundred thousand dollars (\$500,000) each claim and annual aggregate. City shall provide a certificate of insurance evidencing coverage from MMRMA.

17. All correspondence and notices shall be directed to the Parties as follows:

If to the City:

City of Troy  
Attention: City Manager  
500 W. Big Beaver  
Troy, MI 48084  
(248) 524-3330

If to Amtrak:

National Railroad Passenger Corporation  
30th Street Station 5<sup>th</sup> Floor  
2955 Market Street  
Philadelphia, PA 19104  
Attention: Assistant Vice President Real Estate Development

and

National Railroad Passenger Corporation  
Real Estate Development Department  
210 South Canal Street  
Chicago, Illinois 60607

18. Amtrak shall not construct any other improvements or make any additions or alterations to the improvements constructed on the Premises without prior written consent of the City which shall not be unreasonably withheld, conditioned or delayed. The City shall review any such plans for other improvements, additions, or alterations within ninety (90) days of submittal and will not unreasonably withhold condition or delay approval. The City acknowledges that Amtrak may install ticket kiosks and signs at the Transit Facility.
19. Amtrak shall pay all invoices, or notify City if it disagrees with such invoices, within sixty (60) days of receipt. However, if City fails to provide copies of all bills showing expenses being charged along with the invoice as required under Section 5.a., then the sixty (60) day period shall not begin to run until all such bills are received from City. If not paid within the sixty (60) day period as defined herein, City shall notify Amtrak in writing and if Amtrak fails to mail such payment or notify the City why it disagrees on the amount of the invoice, within fourteen (14) days of receipt of such notice ("Final Payment Due Date"), the City may add interest to the invoice at the rate of three (3%) percent per annum from the Final Payment Due Date until paid by Amtrak.
20. In the event City fails to perform any covenant or obligation required to be performed under this Agreement, and such failure continues for more than (30) days after notice from Amtrak identifying such failure Amtrak, at its sole option and discretion, may: a. perform such covenant or obligation on behalf of City in which event the City shall reimburse Amtrak all costs and expenses associated with Amtrak's performance; b. terminate this Agreement; or c. pursue any and all rights and remedies available at law or in equity. City shall pay all invoices, or notify Amtrak if it disagrees with such invoices, within sixty (60) days of receipt. If not paid in a timely fashion, Amtrak shall notify City in writing and if City fails to mail such payment or notify Amtrak why it disagrees on the amount of the invoice, within fourteen (14) days of receipt of such notice ("Final Payment Due Date") Amtrak may add interest to the invoice at the rate of three (3%) percent per annum from the Final Payment Due Date until paid by City.
21. Amtrak agrees to conform to and not violate any applicable laws, ordinances, rules, regulations, and requirements of Federal authorities now existing or hereinafter created affecting Amtrak's Use. City agrees to conform and comply with all applicable laws, ordinances, rules, regulations and requirements of federal, state, county or other governmental authorities and various departments thereof now existing or hereinafter created regarding City's ownership and maintenance of the Transit Facility and the Property, including compliance with the ADA, as may be amended. Nothing in this Agreement shall be interpreted as making Amtrak a responsible party for purposes of accessibility requirements under the Americans with Disabilities Act, as may be amended.

- 22. The Parties agree that all adjudication relating to this Agreement shall be in the United States Federal District Court, Eastern District of Michigan.
- 23. The Parties agree that they shall promptly deliver to the other Party written notice and copies of any claims, complaints, charges, or any other accusations or allegations of negligence or other wrongdoing, whether civil or criminal in nature that the other Party becomes aware of and which may involve the Transit Facility premises and/or either of its employees, subcontractors or agents in connection with their work at the Transit Facility. Unless otherwise provided by law and/or the Federal Court Rules, the Parties agree to cooperate with one another in any investigation conducted by the other Party regarding any alleged acts or performances of any terms, conditions, duties or services under this Agreement.
- 24. If and so long as Amtrak shall keep all the covenants and agreements required by it to be kept under this Agreement, City covenants and agrees that it and anyone claiming by, through, against or under City shall not interfere with the peaceful and quiet occupation and enjoyment of the Premises by Amtrak.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed the day and year first above set forth.

WITNESSES:

CITY OF TROY  
As authorized by

\_\_\_\_\_

\_\_\_\_\_  
By:  
Its: Mayor

\_\_\_\_\_

\_\_\_\_\_  
By:  
Its: City Clerk

STATE OF MICHIGAN    )  
  ) ss  
COUNTY OF OAKLAND    )

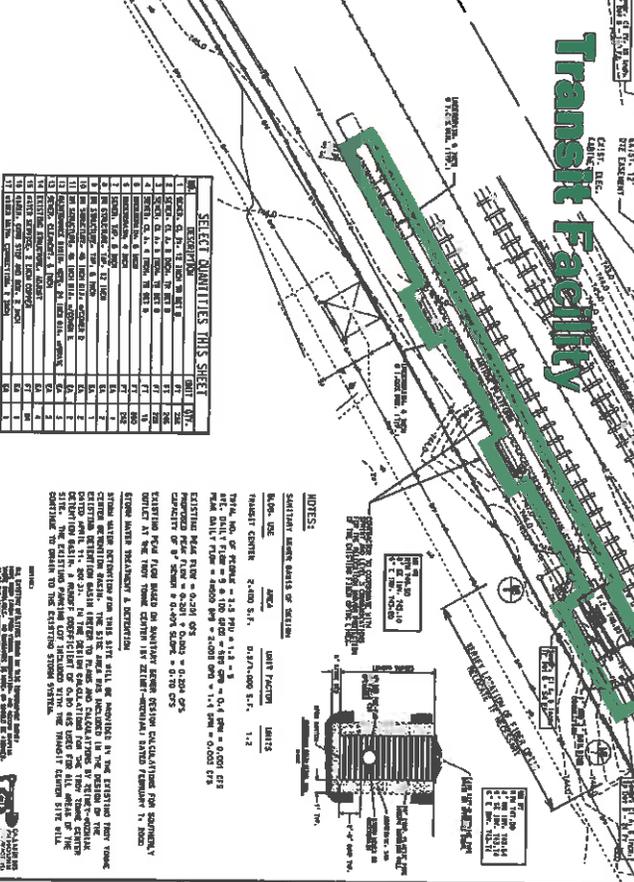
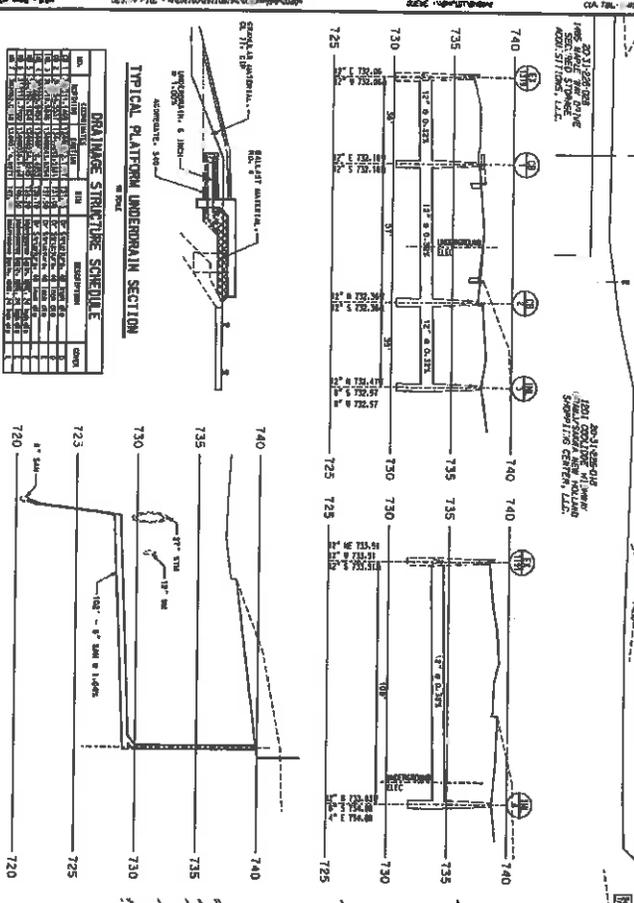
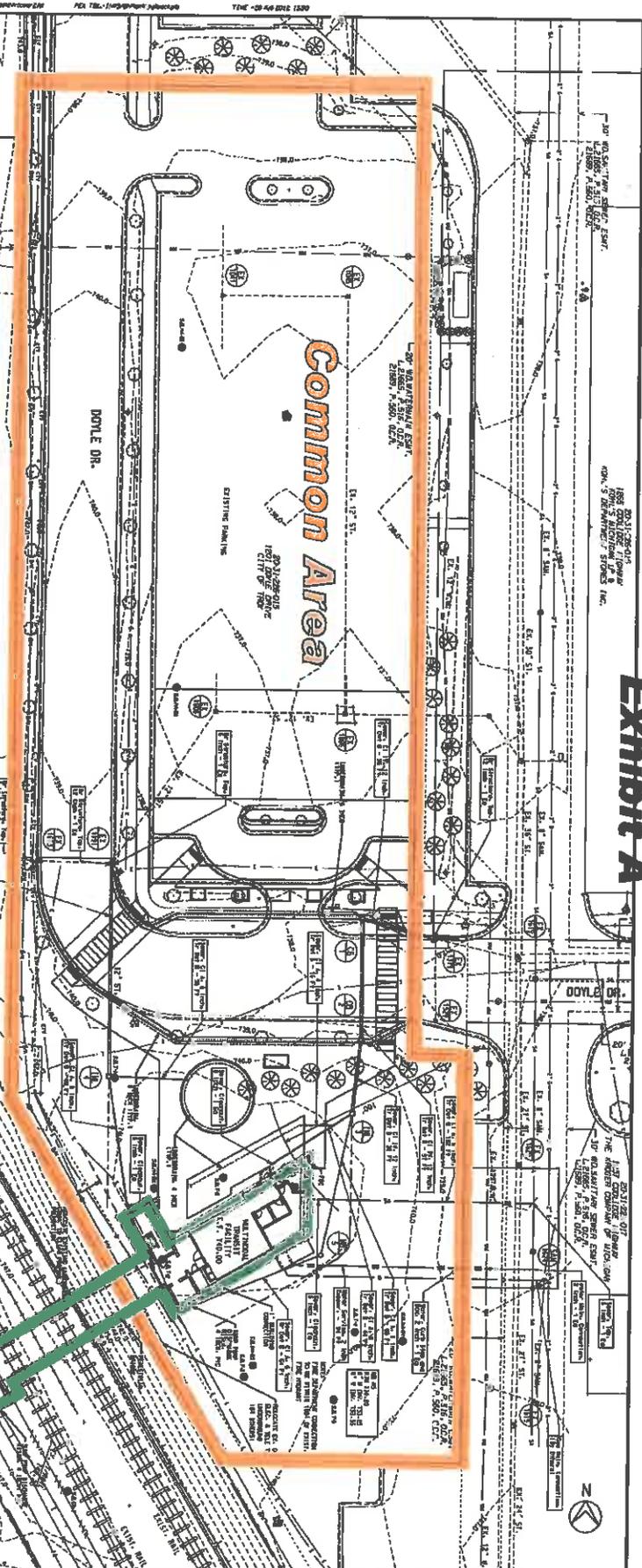
On the \_\_\_ day of \_\_\_\_\_, 2014, before me appeared \_\_\_\_\_ to me personally known who, being sworn by me, did say that he is the Mayor of the City of Troy, and that said instrument was signed on behalf of the City of Troy by authority of \_\_\_\_\_, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of the City of Troy.

\_\_\_\_\_  
Notary Public, Oakland County, MI  
My Commission expires:



**EXHIBIT A**

# Exhibit A

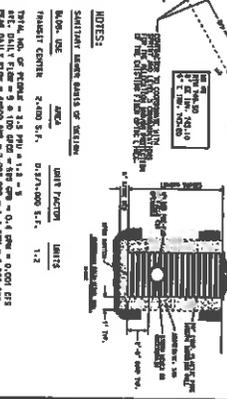


**DRAINAGE STRUCTURE SCHEDULE**

NO.	DESCRIPTION	SIZE	DEPTH	COVER
1	18" DIA. MANHOLE	18"	4'-0"	18" DIA. CAST IRON
2	18" DIA. MANHOLE	18"	4'-0"	18" DIA. CAST IRON
3	18" DIA. MANHOLE	18"	4'-0"	18" DIA. CAST IRON
4	18" DIA. MANHOLE	18"	4'-0"	18" DIA. CAST IRON
5	18" DIA. MANHOLE	18"	4'-0"	18" DIA. CAST IRON
6	18" DIA. MANHOLE	18"	4'-0"	18" DIA. CAST IRON
7	18" DIA. MANHOLE	18"	4'-0"	18" DIA. CAST IRON
8	18" DIA. MANHOLE	18"	4'-0"	18" DIA. CAST IRON
9	18" DIA. MANHOLE	18"	4'-0"	18" DIA. CAST IRON
10	18" DIA. MANHOLE	18"	4'-0"	18" DIA. CAST IRON
11	18" DIA. MANHOLE	18"	4'-0"	18" DIA. CAST IRON
12	18" DIA. MANHOLE	18"	4'-0"	18" DIA. CAST IRON
13	18" DIA. MANHOLE	18"	4'-0"	18" DIA. CAST IRON
14	18" DIA. MANHOLE	18"	4'-0"	18" DIA. CAST IRON
15	18" DIA. MANHOLE	18"	4'-0"	18" DIA. CAST IRON
16	18" DIA. MANHOLE	18"	4'-0"	18" DIA. CAST IRON
17	18" DIA. MANHOLE	18"	4'-0"	18" DIA. CAST IRON
18	18" DIA. MANHOLE	18"	4'-0"	18" DIA. CAST IRON
19	18" DIA. MANHOLE	18"	4'-0"	18" DIA. CAST IRON
20	18" DIA. MANHOLE	18"	4'-0"	18" DIA. CAST IRON

**SELECT QUANTITIES THIS SHEET**

NO.	DESCRIPTION	QUANTITY
1	18" DIA. MANHOLE	20
2	18" DIA. MANHOLE	15
3	18" DIA. MANHOLE	10
4	18" DIA. MANHOLE	5
5	18" DIA. MANHOLE	3
6	18" DIA. MANHOLE	2
7	18" DIA. MANHOLE	1
8	18" DIA. MANHOLE	1
9	18" DIA. MANHOLE	1
10	18" DIA. MANHOLE	1
11	18" DIA. MANHOLE	1
12	18" DIA. MANHOLE	1
13	18" DIA. MANHOLE	1
14	18" DIA. MANHOLE	1
15	18" DIA. MANHOLE	1
16	18" DIA. MANHOLE	1
17	18" DIA. MANHOLE	1
18	18" DIA. MANHOLE	1
19	18" DIA. MANHOLE	1
20	18" DIA. MANHOLE	1



**NOTES:**

1. SEE SHEET FOR GENERAL NOTES.
2. SEE SHEET FOR GENERAL NOTES.
3. SEE SHEET FOR GENERAL NOTES.
4. SEE SHEET FOR GENERAL NOTES.
5. SEE SHEET FOR GENERAL NOTES.
6. SEE SHEET FOR GENERAL NOTES.
7. SEE SHEET FOR GENERAL NOTES.
8. SEE SHEET FOR GENERAL NOTES.
9. SEE SHEET FOR GENERAL NOTES.
10. SEE SHEET FOR GENERAL NOTES.
11. SEE SHEET FOR GENERAL NOTES.
12. SEE SHEET FOR GENERAL NOTES.
13. SEE SHEET FOR GENERAL NOTES.
14. SEE SHEET FOR GENERAL NOTES.
15. SEE SHEET FOR GENERAL NOTES.
16. SEE SHEET FOR GENERAL NOTES.
17. SEE SHEET FOR GENERAL NOTES.
18. SEE SHEET FOR GENERAL NOTES.
19. SEE SHEET FOR GENERAL NOTES.
20. SEE SHEET FOR GENERAL NOTES.

**CITY of Troy**

1885 SOUTH MAIN ST. TROY, MI 48063-1500

313.256.2000

**HRC**

1000 W. WASHINGTON ST. TROY, MI 48063-1500

313.256.2000

**PROJECT INFORMATION**

PROJECT NO. 1885 SOUTH MAIN ST. TROY, MI 48063-1500

DATE: 11-18-18

SCALE: AS SHOWN

**DESIGNER**

NAME: [Redacted]

DATE: 11-18-18

SCALE: AS SHOWN

**EXHIBIT B**



# HOLLY SUBDIVISION

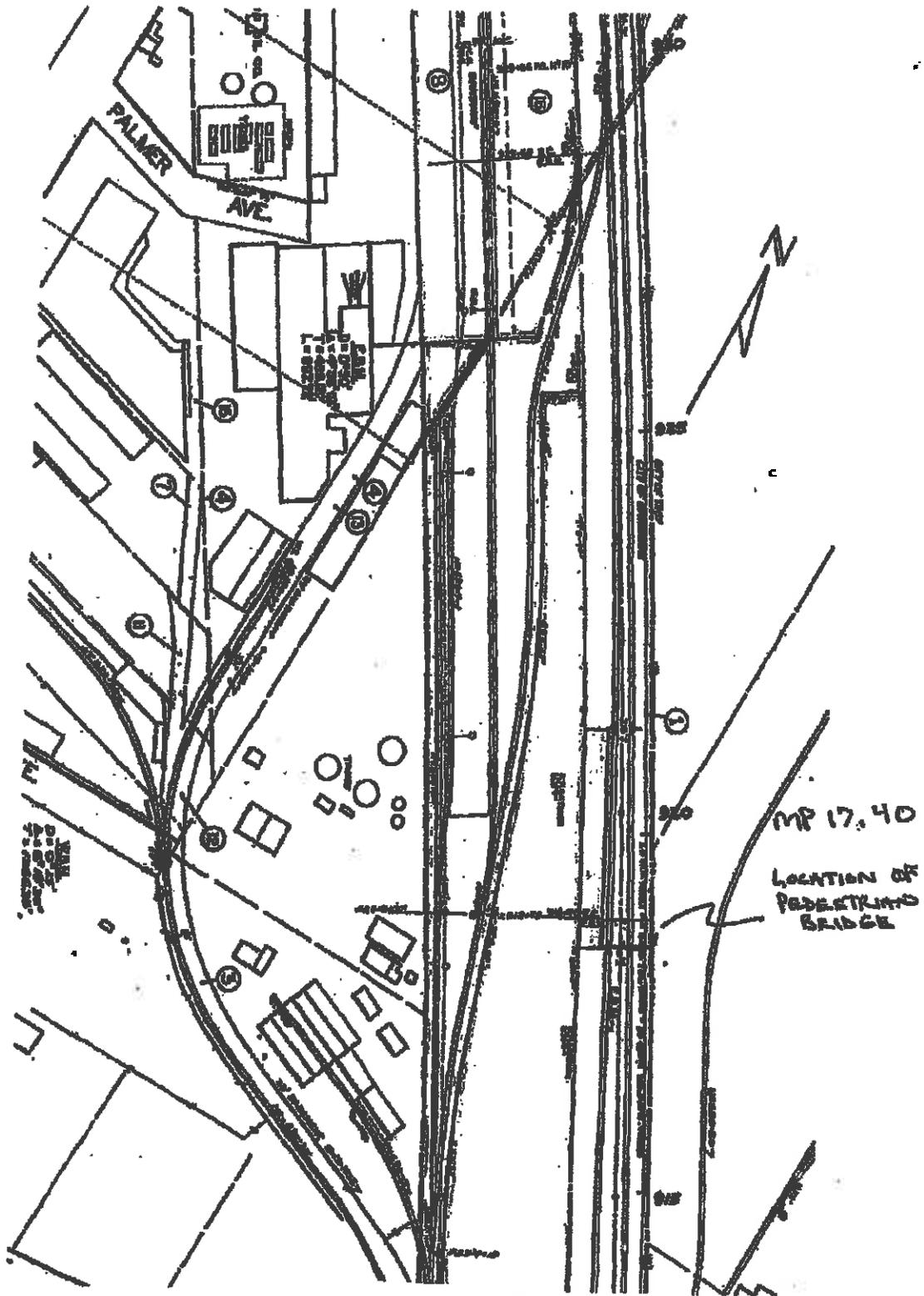


EXHIBIT C

02-04-13  
20110519  
Rev. 02-14-13

**DESCRIPTION OF PROPERTY**

All that part of the Northeast ¼ of Section 31, T2N, R11E, City of Troy, Oakland County, Michigan taken for Grand Trunk Western Rail Road.

Subject to reservations, restrictions, and easements of record, if any.

**DESCRIPTION OF PLATFORM AND STAIR/ELEVATOR TOWER**

That part of the Northeast ¼ of Section 31, T2N, R11E, City of Troy, Oakland County, Michigan, described as: Beginning at a point distant S01°40'27"W 87.00 feet and N88°09'00"W 1,413.07 and S01°59'00"W 1,575.03 feet to a point on the Easterly right of way line of the Grand Trunk Rail Road and 131.03 feet along the said right of way line on a curve to the right, said curve having a radius of 22,961.83 feet, a central angle of 00°19'37" and a chord bearing S29°16'45"E 131.03 feet and S62°10'05"W 65.49 feet to a point being 5.33 feet (5 feet 4 inches) from the centerline of the West rail road track; thence S62°10'05"W 31.05 feet to a point on the Westerly right of way line of the Grand Trunk Rail Road; thence N28°03'44"W 282.07 feet along said right of way line; thence N61°56'39"E 31.27 feet to the East face/edge of the train platform, said platform face being 5.33 feet (5 feet 4 inches) from the centerline of the West rail road track; thence along said East face/edge of train platform on a curve parallel to the West rail road track and a curve to the right 173.82, said curve having a radius of 15,405.94 feet, a central angle of 00°38'47" and a chord bearing S28°08'57"E 173.82 feet; thence continuing along said East face/edge of train platform 108.38 feet, said curve having a radius of 35,543.78 feet, a central angle of 00°10'29" and a chord bearing S27°48'10"E 108.38 feet to the Point of Beginning. Said easement contains 8,879 square feet, or 0.204 acres, more or less.

# SKETCH OF EASEMENT

## PLATFORM AND STAIR/ELEVATOR TOWER EASEMENT

NOTE: NO FIELD WORK PERFORMED.  
DESCRIPTION TAKEN FROM RECORD.

NE CORNER OF SECTION 31,  
T2N, R11E, CITY OF TROY,  
OAKLAND COUNTY, MICHIGAN.



SCALE: 1" = 80'

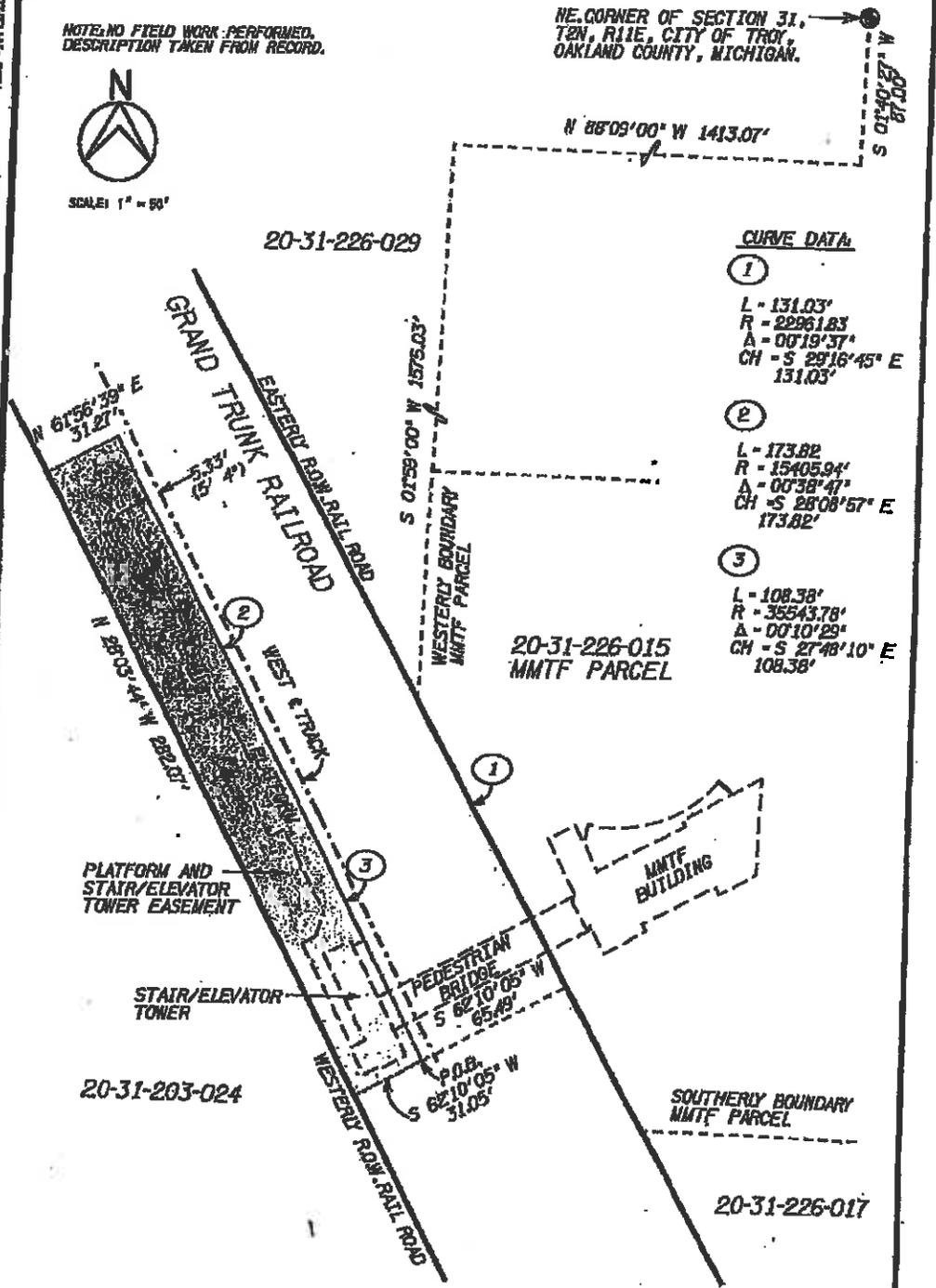
72ME - 14FEB2013 14:46

P09 - TEL - 483030824

C222C - 14MAY2013 10:42:28 AM

DESIGN FILE - HUB2110519.DWG

DESK NAME - CHAMP



**CURVE DATA:**

- ①  
L - 131.03'  
R - 22961.83'  
A - 00°19'37"  
CH - S 29°16'45" E  
131.03'
- ②  
L - 173.82'  
R - 15405.94'  
A - 00°38'47"  
CH - S 28°08'57" E  
173.82'
- ③  
L - 108.38'  
R - 35543.78'  
A - 00°10'29"  
CH - S 27°48'10" E  
108.38'

REV. 02-14-13

JOB NO. 20110519	HUBBELL, ROTH & CLARK, INC. CONSULTING ENGINEERS 555 HULET DRIVE BLOOMFIELD HILLS, MCH.	SHEET NO. 1
DATE 02-04-13		OF 2

**EXHIBIT D**

02-04-13  
20110519  
Rev. 02-14-13

**DESCRIPTION OF PROPERTY**

All that part of the Northeast ¼ of Section 31, T2N, R11E, City of Troy, Oakland County, Michigan taken for Grand Trunk Western Rail Road.

Subject to reservations, restrictions, and easements of record, if any.

**DESCRIPTION OF PEDESTRIAN BRIDGE LICENSE**

That part of the Northeast ¼ of Section 31, T2N, R11E, City of Troy, Oakland County, Michigan, described as: Beginning at a point distant S01°40'27"W 87.00 feet and N88°09'00"W 1,413.07 and S01°59'00"W 1,573.03 feet to a point on the Easterly right of way line of the Grand Trunk Rail Road and 94.69 feet along the said right of way line on a curve to the right, said curve having a radius of 22,961.83 feet, a central angle of 00°14'11" and a chord bearing S29°19'28"E 94.69 feet from the Northeast corner of said Section 31; thence continuing along said right of way 36.34 feet on a curve to the right, said curve having a radius of 22,961.83 feet, a central angle of 00°05'26" and a chord bearing S29°09'41"E 36.34 feet; thence S62°10'05"W 64.59 feet to a point being 5.33 feet (5 feet 4 inches) from the centerline of the West rail road track; thence along a curve parallel to the West rail road track and a curve to the left 36.33 feet, said curve having a radius of 35,543.78 feet, a central angle of 00°03'31" and a chord bearing N27°44'41"W 36.33 feet; thence N62°10'05"E 64.59 feet to the Point of Beginning. Said easement contains 2,363 square feet, or 0.054 acres, more or less.

# SKETCH OF LICENSE

## PEDESTRIAN BRIDGE

NOTE: NO FIELD WORK PERFORMED.  
DESCRIPTION TAKEN FROM RECORD.

NE CORNER OF SECTION 31,  
T8N, R12E, CITY OF TROY,  
OAKLAND COUNTY, MICHIGAN.



SCALE: 1" = 50'

N 88°05'00" W 1413.07'

### CURVE DATA

①  
L - 94.69'  
R - 22981.83'  
Δ - 0°14'11"  
CH - S 28°19'28" E  
94.69'

②  
L - 36.34'  
R - 22981.83'  
Δ - 0°03'28"  
CH - S 28°09'41" E  
36.34'

③  
L - 36.33'  
R - 32545.78'  
Δ - 0°03'31"  
CH - N 27°44'41" W  
36.33'

20-31-226-029

GRAND TRUNK RAILROAD  
EASTERN RAILROAD  
WEST & TRUCK  
PLATFORM

WESTERN BOUNDARY  
MNTF PARCEL

20-31-226-015  
MNTF PARCEL

POB

MNTF  
BUILDING

STAIR/ELEVATOR  
TOWER

20-31-203-024

PEDESTRIAN  
BRIDGE LICENSE

SOUTHERLY BOUNDARY  
MNTF PARCEL

20-31-226-017

JOB NO. 20110519	<b>HUBBELL, ROTH &amp; CLARK, INC.</b> CONSULTING ENGINEERS 195 HULET DRIVE BLOOMFIELD HILLS, MICH. P.O. BOX 224 48303-0224	SHEET NO. <b>1</b>
DATE 02-04-13		OF <b>2</b>

REV. 02-14-13

HUBBELL, ROTH & CLARK, INC. 195 HULET DRIVE, BLOOMFIELD HILLS, MICHIGAN 48303-0224  
 TEL: 248-845-1100 FAX: 248-845-1101  
 WWW.HRC-ENGINEERS.COM

**EXHIBIT E**

**EXHIBIT E**  
**Insurance Requirements for City and its Contractors**

City and its contractors will procure and maintain at all times during the term of this Agreement, each at its own cost and expense, the insurance specified below, except that the insurance required by subsection c. below will be procured and maintained as specified therein. All insurance will be placed with insurance carriers with an A.M. Best's rating of A- or better, or an equivalent rating, and licensed to do business in the state where the Premises are located. Certificates of insurance evidencing the required coverage must be provided prior to the exercise of this Agreement, or prior to start of work for any contractor, and on an annual basis thereafter. Certified copies of the insurance policies will be provided by the City and its contractors within 30 days of Amtrak's written request. All insurance will provide for thirty (30) days prior written notice to be given in the event coverage is substantially changed, cancelled, or non-renewed. City has the option to provide the required insurance on behalf of its contractors and provide evidence of this coverage showing the insurance so stipulates.

a. Workers' Compensation Insurance, complying with the requirements of the statutes of the jurisdiction in which the Premises are located covering all employees of City and any of its contractors. Employers' Liability coverage with limits of liability of not less than \$1,000,000 each accident or illness will be included. If any contractor is considered to be a Railroad, then contractor will provide FELA with limits not less than \$10 million.

b. Commercial General Liability Insurance, issued to and covering liability imposed with respect to the this Agreement, and all obligations assumed under the terms of this Agreement. Independent contractors, contractual and personal injury/advertising liability coverages are to be included with the contractual exclusion related to construction/demolition activity within fifty (50) feet of the railroad and any X-C-U exclusions deleted. City will have limits of liability of not less than fifteen million dollars (\$15,000,000) and contractors will have limits of liability not less than five million dollars (\$5,000,000) per occurrence combined single limit for bodily injury (including disease or death), personal injury, and property damage (including loss of use) liability under this policy. Contractor is required to name Amtrak as an additional insured with respect to operations in connection with this Agreement.

c. Railroad Protective Liability Insurance. Contractor will provide, with respect to its construction or demolition operations of its contractors and subcontractors within fifty (50) feet vertically or horizontally of railroad tracks, Railroad Protective Liability Insurance AAR-AASHTO (ISO/RIMA) Occurrence Form (claims-made forms are unacceptable) in the name of Amtrak (and any other railroad operating over the tracks). The policy will have limits of liability of not less than five million dollars (\$5,000,000) per occurrence, combined single limit, for Coverages A and B, for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof. A \$10,000,000 annual aggregate may apply. Additionally, Policy Endorsement CG 28 31 – Pollution Exclusion Amendment, is required to be endorsed onto the policy.

Further, "Physical Damage to Property" as defined in the policy is to be deleted and replaced by the following endorsement:

"It is agreed that Physical Damage to Property is amended to read as follows:

Physical Damage to Property means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

The original Railroad Protective Liability Insurance Policy must be submitted to City prior to the start of work.

d. Automobile Liability Insurance, issued to and covering the liability of arising out of the use of all owned, non-owned, hired, rented or leased vehicles which bear, or are required to bear, license plates according to the laws of the jurisdiction in which they are to be operated. Coverage under this policy will have limits of liability of not less than one million dollars (\$1,000,000) per occurrence combined single limit, for bodily injury and property damage liability. Any bus service that is operating at the Station and its premises will maintain Automobile Liability insurance coverage with limits not less than \$5 million (\$5,000,000). Contractor will name Amtrak as an additional insured with respect to operations in connection with this Agreement.

In the event Contractor or its transporter are removing and disposing any hazardous material or waste off of the jobsite, a MCS-90 Endorsement is to be added to this policy and the limits of liability are to be increased to five million dollars per occurrence.

e. Property Insurance, covering all buildings, contents, machinery, fixtures, equipment, improvements and betterments on the Premises against loss or damage by fire and such other hazards as are currently embraced in the standard extended coverage endorsement, in an amount not less than one hundred percent (100%) of the full replacement cost of such property. This insurance will name Amtrak as loss payee as its interest may appear.

f. Claims-Made Insurance, if any liability insurance specified above shall be provided on a claims-made basis, then in addition to coverage requirements above, such policy shall provide that:

- 1) The retroactive date shall coincide with or precede the start of this Agreement or maintenance (including subsequent policies purchased as renewals or replacements);
- 2) The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims;

- 3) City will use its best efforts to maintain similar insurance under the same terms and conditions that describe each type of policy listed above (e.g., Pollution Legal Liability, Professional Liability), for at least three (3) years following completion of the Operations; and
- 4) If insurance is terminated for any reason, City agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from operations performed in connection with the Agreement.

Further, any additional coverages required by the United States Department of Transportation, the Environmental Protection Agency and/or related federal, state and local laws, rules and regulations shall be complied with.

Further, if the work involves any design, construction, or engineering work then Amtrak may require additional types and limits of coverage.

Mayor Pro Tem Henderson performed the Invocation. The Pledge of Allegiance to the Flag was given.

### A. CALL TO ORDER:

A Regular Meeting of the Troy City Council was held on Monday, September 8, 2014, at City Hall, 500 W. Big Beaver Rd. Mayor Slater called the meeting to order at 7:31 PM.

### B. ROLL CALL:

- a) Mayor Dane Slater
- Jim Campbell
- Wade Fleming
- Dave Henderson
- Ellen Hodorek
- Ed Pennington
- Doug Tietz

### C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

**C-1** Move Across Troy – Big Beaver Road Symposium (*Introduced by: Maggie Hughes, Manager's Assistant*)

**C-2** FEMA Preliminary Damage Assessment Status (*Introduced by: Kristin Dayag, Emergency Operations Planner*)

### D. CARRYOVER ITEMS:

**D-1** No Carryover Items

### E. PUBLIC HEARINGS:

**E-1** No Public Hearings

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

Richard Peters	Spoke about residential subdivision developments.
Tom Kaszubski	Spoke about Troy Family Daze and some of the events being held this weekend, September 12-14, 2014, at Zion Christian Church, 3668 Livernois Rd.

### G. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT:

**H. POSTPONED ITEMS:**

**H-1 No Postponed Items**

**I. REGULAR BUSINESS:**

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

**a) Mayoral Appointments: None**

**b) City Council Appointments: None**

**I-2 Board and Committee Nominations: a) Mayoral Nominations – Brownfield Redevelopment Authority, Planning Commission; b) City Council Nominations – Liquor Advisory Committee**

**a) Mayoral Nominations:**

Resolution #2014-09-113  
Moved by Slater  
Seconded by Henderson

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

**Planning Commission**

Appointed by Mayor  
9 Regular Members  
3 Year Term

**Nomination to the Planning Commission:**

**Term Expires: 7/31/2015**

**Frank Boudon**

Term currently held by: Frank Boudon (Student)

Yes: All-7  
No: None

**MOTION CARRIED**

**b) City Council Nominations:**

Resolution #2014-09-114  
Moved by Henderson  
Seconded by Pennington

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

**Liquor Advisory Committee**

Appointed by Council  
7 Regular Members  
3 Year Term

**Nomination to the Liquor Advisory Committee:**

**Term Expires: 07/31/2015**

**Robert Huber**

Term currently held by: Robert Huber (Student)

Yes: All-7  
No: None

**MOTION CARRIED**

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**I-3 No Closed Session Requested**

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**I-4 Proposed 15-Year Extension of the Joint Automation Alley SmartZone LDFA and Troy Subcommittee by Hosting a Satellite SmartZone in St. Clair County (Introduced by: Brian Kischnick, City Manager) (Presentation by: Richard Carlisle, Planning Consultant)**

Resolution #2014-09-115  
Moved by Slater  
Seconded by Hodorek

WHEREAS, Public Act 281 of 1986, as amended (MCL 125.2151 et. seq.), is an act to prevent urban deterioration and encourage economic development including, but not limited to, high-technology industries and activity and to encourage neighborhood revitalization and historic preservation and to provide a mechanism for developing and implementing plans within a development area; and

WHEREAS, Public Act 281 of 1986, as amended, provides for the establishment of local development finance authorities as well as joint authorities and to prescribe its powers and duties; to provide for the creation and implementation of development plans; to authorize the acquisition and disposal of interests in real and personal property; to permit the issuance of bonds and other evidences of indebtedness by an authority; to prescribe powers and duties of certain state officers and agencies; and to authorize and permit the use of tax increment financing; and

WHEREAS, The Cities of Southfield and Troy have joined to establish a Joint Local Development Finance Authority (JLDFA), in which a Certified Technology Park has been designated under the Act, which is authorized by the State of Michigan and known as the Automation Alley SmartZone; and

WHEREAS, Section 12 (b) of Act 281 (MCL 125.2162(b)), as amended, provides that the city councils of two or more municipalities who have created an authority in which a certified technology park or SmartZone has been designated may declare by resolution their intention to host the creation of a satellite SmartZone located within a distinct geographic area; and

WHEREAS, The City Council of the City of Troy has determined that the unique characteristics and specialties offered by public and private resources within the St. Clair County Innovation and Technology SmartZone (SCCiTech) as a Satellite Smart Zone meets the criteria set forth in Section 12 (b) of Act 281, as amended; and

WHEREAS, The City Council of the City of Troy finds that by hosting SCCiTech as a Satellite SmartZone and delegating coordination between the JLDFA and Automation Alley SmartZone and Satellite SmartZone, regional cooperation and coordination and collaboration will be significantly enhanced, as set forth in Section 12 (b) of Act 281, as amended; and

WHEREAS, The City Council of the City of Troy recognizes that hosting SCCiTech as a satellite SmartZone adds value to the JLDFA and Automation Alley SmartZone, as set forth in Section 12 (b) of Act 281;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Troy **DETERMINES** that hosting SCCiTech as a Satellite SmartZone will benefit the City's objective of promoting growth in an area of the City of Troy defined as a certified technology park, designated as Automation Alley, and that this growth is particularly growth related to industries engaged in high-technology, including, but not limited to, advanced manufacturing, advanced computing, research and development, life sciences and biotechnology; and

BE IT FURTHER RESOLVED; That the City Council of the City of Troy does hereby **AUTHORIZE** the Joint Local Development Finance Authority and Automation Alley SmartZone to serve as a host to the SCCiTech satellite pursuant to Public Act 281 of 1986, as amended in accordance with the Memorandum of Understanding which is attached to and made part of this Resolution; and

BE IT FURTHER RESOLVED, That the Mayor and City Clerk are **AUTHORIZED TO EXECUTE** the Memorandum of Understanding.

BE IT FINALLY RESOLVED, That the City Clerk shall **FILE** this resolution with the Michigan Secretary of State promptly after its adoption, and shall **PUBLISH** it at least once in a newspaper of general circulation within the City of Troy.

Yes: All-7  
No: None

**MOTION CARRIED**

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**I-5 Cost Participation Agreement – Additional Work/Concrete Slab Replacement on Crooks Road, Wattles to Square Lake (Introduced by: Steve Vandette, City Engineer)**

Resolution #2014-09-116  
Moved by Henderson  
Seconded by Fleming

RESOLVED, That the Cost Participation Agreement between the City of Troy and the Board of Road Commissioners for Oakland County for additional work on Crooks Road, between Wattles Road and Square Lake Road in the amount of \$100,000 is hereby **APPROVED**.

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.

Yes: All-7  
No: None

**MOTION CARRIED**

**J. CONSENT AGENDA:**

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

Suggested Resolution  
Resolution #2014-09-117  
Moved by Fleming  
Seconded by Henderson

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

Yes: All-7  
No: None

**MOTION CARRIED**

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

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

Suggested Resolution  
Resolution #2014-09-117-J-2

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

- a) City Council Minutes- Draft – August 25, 2014

---

**J-3 Proposed City of Troy Proclamations: None Submitted**

**J-4 Standard Purchasing Resolutions:****a) Standard Purchasing Resolution 3: Option to Renew – Major Street Pavement Markings**Suggested Resolution

Resolution #2014-09-117-J-4a

WHEREAS, On March 5, 2012, Troy City Council approved a two (2) year contract to provide major street pavement markings with an option to renew for one (1) additional year to the lowest total bidder, P.K. Contracting, Inc. (Resolution #2012-03-061-J4d); and

WHEREAS, The City of Troy has determined that P.K. Contracting Inc. has successfully provided pavement markings as specified, and the awarded vendor has agreed to exercise the one (1) year option to renew the contract under the same prices, terms and conditions as their original contract;

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council hereby **DETERMINES** it to be in the City's best interest to exercise the option to renew the contract with P.K. Contracting, Inc. to provide major street pavement markings under the same contract prices, terms, and conditions for one additional (1) year and not to exceed budget limitations; contract expiring June 31, 2015.

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

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**J-5 Private Agreement – Contract for Installation of Municipal Improvements – DMC Project No. 14.912.3**Suggested Resolution

Resolution #2014-09-117-J-5

RESOLVED, That the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and DMC, is hereby **APPROVED** for the installation of water main, sanitary sewer, storm sewer, paving, sidewalks, soil erosion and landscaping on the site and in the adjacent right of way, and the Mayor and City Clerk are **AUTHORIZED TO EXECUTE** the documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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**J-6 Municipal Credit and Community Credit Agreement**Suggested Resolution

Resolution #2014-09-117-J-6

RESOLVED, That the Troy City Council hereby **APPROVES** the contract for Municipal Credit funds in the amount of \$79,648 and Community Credit funds in the amount of \$101,810 to Troy Medi-Go Plus for the operation of transportation service for senior citizens and persons with disabilities; the Mayor and City Clerk are **AUTHORIZED TO EXECUTE** the Municipal Credit

and Community Credit contract, copies of which shall be **ATTACHED** to the original Minutes of this meeting.

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**J-7 Request to Temporarily Waive Parking Restrictions – Shir Tikvah**

Resolution #2014-09-117-J-7

RESOLVED, That the City Council of the City of Troy does hereby **WAIVE** the no parking restrictions on the East side of Northfield Parkway from the parking lot entrance to Congregation Shir Tikvah to the entrance to Boulan Park, on Wednesday, September 24, 2014, 7:00 p.m.-11:00 p.m.; Thursday, September 25, 2014, 9:00 a.m.-5:00 p.m.; Friday, October 3, 2014, 7:00 p.m.-11:00 p.m.; and, Saturday, October 4, 2014, 9:00 a.m.-9:00 p.m.

**K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:**

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**K-1 Announcement of Public Hearings: None Submitted**

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

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

**M. COUNCIL REFERRALS:**

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

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**M-1 No Council Referrals Advanced**

**N. COUNCIL COMMENTS:**

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**N-1 No Council Comments Advanced**

**O. REPORTS:**

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

- a) Zoning Board of Appeals-Draft – July 15, 2014
  - b) Planning Commission-Draft – August 12, 2014
  - c) Planning Commission-Final – August 12, 2014
- Noted and Filed

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**O-2 Department Reports:**

- a) Building Department Activity Report – August, 2014
- Noted and Filed

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**O-3 Letters of Appreciation:**

- a) To Chief Mayer from Mrs. Arend Regarding Professionalism of Police Officer Clint Owensby
- b) To Brian Kischnick from EJ Swanson Regarding Response to the Flooding Damage of Residents and the Efficient Removal of Debris  
Noted and Filed

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

- a) Resolution Passed by the Auburn Hills City Council Supporting the Repeal of Public Act 256 of 2011 – The Michigan Fireworks Safety Act  
Noted and Filed

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**O-5 Notice of Hearing for the Gas Customers of Consumers Energy Company Case Number I-17133-R – Reconciliation of Gas Costs and Revenues for April, 2013 to March, 2014**

Noted and Filed

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**O-6 Notice of Hearing for the Gas Customers of Consumers Energy Company Case Number U-17668 – Approval of Alternative Natural Gas Diaphragm Meter Testing Procedures**

Noted and Filed

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**P. COMMENTS ON ITEMS ON OR NOT ON THE AGENDA FROM MEMBERS OF THE PUBLIC OUTSIDE OF TROY (NOT RESIDENTS OF TROY AND NOT FROM TROY BUSINESSES):**

**Q. STUDY ITEMS:**

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**Q-1** No Study Items

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**R. CLOSED SESSION:**

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**R-1** No Closed Session

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**S. ADJOURNMENT:**

The Meeting **ADJOURNED** at 8:30 PM.

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Mayor Dane Slater

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M. Aileen Bittner, CMC  
City Clerk



## CITY COUNCIL AGENDA ITEM

Date: September 18, 2014

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager  
 Tom Darling, Director of Financial Services  
 Timothy L. Richnak, Public Works Director  
 Samuel P. Lamerato, Superintendent of Fleet Maintenance

Subject: Standard Purchasing Resolution 1: Bid Award – For the Repair and Re-Roof of the Existing Salt Storage Dome and Budget Amendment

### History

- The Salt Storage Dome located at the Troy DPW yard was built in 1988 by the Dome Corporation of North America.
- The prefabricated salt storage building:
  - Is 61' high and 130' in diameter
  - Consists of approximately 250 wood panels
  - Is 26 years old
  - Has a storage capacity of 8,500 tons of salt
  - Protects the salt from moisture and leaching into the ground water as required by the MDEQ.
  - Keeps the salt in a condition that allows it to be effectively spread on the road surface.
- Over the past 26 years the salt storage dome has sustained wind and weather damage causing several dome panels needing to be replaced. The dome has had structure inspections and miscellaneous repairs done as summarized below:

Year	Repair Description	Amount
1998	Roof repair	\$9,950.00
1999	Fan Replacement and Panel Repair	\$3,140.00
2005	Replace lintel beam and fascia	\$9,775.00
2010	Replace missing shingles - storm damage	\$500.00
2012	3 panel replacements including shingles	\$7,142.00
	<b>Total</b>	<b>\$30,507.00</b>

- The dome now requires several wood panels to be replaced and all of the shingles to be removed and replaced.

### Purchasing

The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; [www.mitn.info](http://www.mitn.info). On July 31, 2014 a Mandatory Onsite Pre-Bid Meeting was held at 11:00a.m. at the DPW yard. On August 14, 2014, a bid opening was conducted as required by City Charter and Code for Salt Storage Dome Roof Repair. One (1) bid response was received. Below is a detailed summary of potential vendors:



# CITY COUNCIL AGENDA ITEM

## Purchasing (continued)

<b>Companies notified via MITN</b>	231
Troy Companies notified via MITN	6
Troy Companies notified Active email Notification	6
Troy Companies notified Active Free	0
<b>Companies that viewed the bid</b>	25
Troy Companies that viewed the bid	1

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

- In addition to the repair and re-roof of the existing salt storage dome bid specifications and drawings; options were bid as follows:
  1. Replacement pricing including materials and labor for damaged panels discovered after removal of shingles.
  2. Alternate shingle with a 40 year warranty
  3. Canopy Entrance
  4. Inspect and repair all electrical conduits, junction boxes, wiring, switches and light fixtures.
- Note, that it is in the City’s best interest to not award the canopy entrance. And it is a better value to use the existing contracted electricians for the electrical repairs.
- As per all bid specifications for the complete tear-off and re-shingling of the panelized Salt Storage Dome the interior work will be completed by October 15, 2014 which will allow the City to accept pre-season salt delivery. The entire project will be completed by November 3, 2014.
- Great Lakes Roofing, Inc. of Troy, Michigan is the sole bidder meeting specifications and is being recommended to repair and re-roof the salt dome in the estimated total amount of \$323,000.00 as detailed below:

Base Bid	\$289,000.00
Alternate Shingle (40 year warranty)	\$6,000.00
Contingency	<u>\$28,000.00</u>
Total	<b>\$323,000.00</b>

The contingency amount is approximately 10% of the base bid for panel replacement, fan and/or dormer repairs if discovered and if needed after roof tear-off.

See below for pictures of the Salt dome detailing the complexity of the structure:

# CITY COUNCIL AGENDA ITEM





Photo of salt dome concrete wall, panels, and cap



Photo of salt dome panel repairs in 2012



## CITY COUNCIL AGENDA ITEM

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### **Financial**

The total cost of the project is estimated at \$323,000.00. \$150,000.00 of this amount is currently budgeted in the Public Works Capital Budget. The 2015 Major Street Budget will be amended to transfer additional funds in the amount of \$173,000 to complete the project. The current 2015 Major Streets estimated fund balance is \$3,134,123.

### **Recommendation**

City management recommends awarding a contract for the repair and re-roof of the existing salt storage dome located at the DPW yard; as per bid specifications to the sole bidder meeting specifications; *Great Lakes Roofing, Inc. of Troy, MI* for an estimated total cost of \$323,000 which includes a contingency amount for additional panel replacement and fan or dormer repair as necessary at unit prices contained in the bid tabulation opened August 14, 2014. It is also being recommended to amend the 2015 Major Street Budget to transfer additional funds in the amount of \$173,000 to the capital budget.

	<b>Great Lakes Roofing, Inc.</b>		
	<b>Rochester, MI</b>		
Check #	<b>#9202226166</b>		
Check Amount:	<b>\$7,500.00</b>		
<b>PROPOSAL:</b> Provide all labor, materials, related equipment, tools and supervision necessary for the complete Salt Dome Repair; which shall include the tear-off and re-shingling of the panelized existing Salt Storage Dome and the electrical scope of work as per all bid specifications and as per Addendum(s) 1 and 2.			
<b>TOTAL BID PRICE WITH STANDARD SHINGLE:</b>	\$289,000.00		
<b>State Replacement pricing including labor for damaged panels if discovered after tear-off.</b>			
<b>PRICE FOR PANEL REPLACEMENT:</b>	\$3,000.00		
<b>Sample shingle must be included with the Bid Response and the color shall be brown; similar to golden cedar or autumn brown.</b>			
<b>SAMPLE INCLUDED:</b>	Yes/No	Yes	
<b>SHINGLE WARRANTY:</b>		Limited Lifetime	
<b>Sample siding must be included with the Bid Response. (Provide Color Chart)</b>			
<b>SAMPLE INCLUDED:</b>	Yes/No	Yes	
<b>SIDING WARRANTY:</b>		Limited Lifetime	
<b>Metal Flashing Color Options:</b>			
<b>Color Chart included:</b>		Yes	
<b>ALTERNATES:</b>			
<b>PRICE FOR ALTERNATE SHINGLE:</b> Certaineed Architectural shingles, dual layer, high performance, 250 lbs., per sq., max def color Palette and 40 year warranty:	\$6,000.00		
<b>PRICE FOR ALTERNATE CANOPY ENTRANCE:</b>	\$21,000.00		
<b>ELECTRICAL: Provide all labor, equipment and materials required to inspect and repair all electrical conduits, junction boxes, electrical wiring, switches, light fixtures, load centers and all assorted fittings as specified in the onsite walkthrough.</b>			
<b>ELECTRICAL FIXTURES:</b>			
<b>Provide both options. Note, the City will select light fixtures based on unit pricing and select which light fixture is needed.</b>			
1. Provide all material and labor to remove and replace all five (5) light fixtures using three (3) 1000 watt metal halide (mounted vertically) and two (2) 400 watt metal halide (mounted horizontally).			
<b>PRICE:</b>	\$12,800.00		
2. Provide all material and labor to install five (5) equivalent LED type fixtures: three (3) Dialight HEGMC4PN-SNG with swivel bracket and cable gland (to replace 1000 watt metal halide fixtures) and two (2) Dialight FLW276NC2NG (to replace 400 watt metal halide fixtures).			
<b>PRICE:</b>	\$21,000.00		
<b>ELECTRICAL FAN EVALUATION:</b>			
Evaluate all motors, bearings, fan blades, dampers and all electrical connections to two (2) exhaust fan motors. Provide a written evaluation on the condition of both exhaust fans. If repairs are deemed necessary, provide a cost for associated repairs.			
<b>EVALUATION INCLUDED:</b>	Yes/No	No	
<b>PRICE FOR REPAIRS (if necessary):</b>			

<b>ATTENDED MANDATORY PRE-BID MTG.</b>			
Yes/No	Yes		
<b>CONTACT INFORMATION:</b>			
Hours of Operation:	Monday - Friday		
24 Hr. Contact Phone #:	586 668 0836		
<b>PROGRESS PAYMENTS:</b>			
<b>REFERENCES:</b>	Yes/No	Yes	
<b>INSURANCE:</b>	Yes/No	Yes	
<b>SIGNATURE PAGE:</b>	Yes/No	Yes	
<b>EXCEPTIONS:</b>	Yes/No	No	
<b>FORMS:</b>	Yes/No	Yes	

**BOLDFACE TYPE DENOTES SOLE BIDDER.**

ATTEST:  
Sue Riesterer  
Tim Richnak

\_\_\_\_\_  
 MaryBeth Murz,  
 Purchasing Manager



## CITY COUNCIL AGENDA ITEM

Date: September 19, 2014

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager  
Gary Mayer, Police Chief  
Andy Satterfield, Police Sergeant

Subject: Standard Purchasing Resolution 2 - Low Bidder Meeting Specifications –  
Glock Handguns – Police Department

### History

The last time the Police Department purchased handguns was in 2005. This purchase is for the quantity of 101 back-up/ 2<sup>nd</sup> weapons for every Officer in the Police Department. The Glock Model 42 handgun Caliber .380 is being recommended because it is the identical nomenclature and functioning platform of the current Glock handgun carried by City of Troy Police Officers.

### Purchasing

On September 18, 2014 a bid opening was conducted as required by City Charter and Code for the purchase of new Glock handguns. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; [www.mitn.info](http://www.mitn.info) and the bid was also sent to the Troy Chamber of Commerce. Three (3) bid responses were received. Below is a detailed summary of potential vendors for this bid opportunity:

<b>Companies notified via MITN</b>	33	<p><b>MITN</b> provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.</p> <p><b>Active MITN</b> members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City.</p> <p><b>Active MITN non-paying members</b> are responsible to monitor and check the MITN website for opportunities to do business with the City.</p> <p><b>Inactive MITN member</b> status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of</p>
Troy Companies notified via MITN	0	
Troy Companies notified Active email Notification	0	
Troy Companies notified Active Free	0	
<b>Companies that viewed the bid</b>	9	
Troy Companies that viewed the bid	0	

The two (2) low bidders meeting specifications, Kiesler Police Supply Inc. and CMP Distributors, Inc. offered the same pricing (\$285/each.) Further evaluation of the bids received found that Kiesler Police Supply Inc. offered delivery in 90 to 120 days while CMP Distributors, Inc. offered *immediate* delivery. Therefore CMP Distributors, Inc. is being recommended for the purchase of new Glock Handguns as they are able to meet the Police Department's needs in a more timely fashion than Kiesler Police Supply Inc.

### Financial

\$29,000.00 is currently available in the 2014/2015 Police Department Drug Forfeiture Funds for this project.

### Recommendation

City management recommends awarding a contract to purchase new Glock Handguns for an estimated total cost of \$28,785.00 to *CMP Distributors of Lansing, MI* at prices contained in the bid tabulation opened September 18, 2014. CMP Distributors, Inc. has agreed to hold their pricing firm through 12/31/2014 should the Police Department need to purchase additional quantities handguns under the same terms and conditions. The award is contingent upon the contractor's submission of properly executed bid documents including insurance certificates, and all other specified requirements.

Opening Date -- 9/18/2014  
 Date Reviewed -- 9/18/2014

CITY OF TROY  
 BID TABULATION  
 GLOCKS HANDGUNS

VENDOR NAME:

<b>CMP Distributors, Inc.</b>	Kiesler Police Supply, Inc.	Michigan Police Equipment Company
Lansing, MI	Jeffersonville, IN	Charlotte, MI

**PROPOSAL: To Furnish NEW GLOCK HANDGUNS for the City of Troy Police Department; in accordance with all bid specifications.**

		Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
<b>COST FOR (101) GLOCK HAND GUNS:</b>		\$285.00	\$28,785.00	\$285.00	\$28,785.00	\$290.00	\$29,290.00
<i>Glock Model 42 Handgun Caliber .380</i>							
<b>DESCRIPTIVE LITERATURE ENCLOSED:</b>	Y/N	N		Y		Y	
<b>WARRANTY:</b>		AS SPECIFIED		AS SPECIFIED		AS SPECIFIED	
<b>AUTHORIZED DEALER:</b>	Y/N	Y		Y		Y	
<b>CONTACT INFORMATION</b>							
Hrs of Operation		8:30AM - 5:00PM		8:00AM - 5:00PM		8:30AM - 5:00PM	
24 Hr. Phone #		517.974.4276		502.931.7300		313.600.7484 Cell	517.322.0443 Office
Contact Name		CATHERINE PARKS		KELSIE MCMAHEL		SENA LOSETH	
<b>ADDITIONAL ORDERS:</b>	Y/N	Y THROUGH 12/21/2014		Y THROUGH 03/01/2015		Y THROUGH 12/31/2015	
<b>PAYMENT TERMS</b>		NET 30		0% NET 30 DAYS		NET 30	
<b>DELIVERY</b>		IMMEDIATE		90-120 DAYS		30 DAYS	
<b>EXCEPTIONS</b>		BLANK		N/A		NONE	
<b>ACKNOWLEDGEMENT: Signed</b>	Y/N	Y		Y		Y	
<b>Forms (5)</b>	Y/N	3		4		4	

**Bold Type Indicates Low Bidder meeting Specifications.**

ATTEST:

Susan Riesterer  
Andy Satterfield  
Enna Bachelor

\_\_\_\_\_  
 MaryBeth Murz,  
 Purchasing Manager



## CITY COUNCIL AGENDA ITEM

Date: September 17, 2014

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager  
William Nelson, Fire Chief  
Peter Hullinger, Fire Technician

Subject: Standard Purchasing Resolution 2 - Low Bidder Meeting Specifications –  
Floor Replacement at Fire Stations 1 and 6

### History

Over the past 20 years the Fire Department has endeavored to find a process to seal and treat the concrete floors in the Fire Stations and the Training Center. Currently all of the Fire Stations and the Training Center have an epoxy floor coating which was designed to facilitate cleaning, resist staining with vehicle fluids, and provide a safe working surface for personnel. Stations 1 & 6 were the first stations to receive the epoxy surface approximately 18 years ago. Over time the epoxy material has degraded and delaminated from the concrete resulting in an uneven floor surface. The epoxy material continues to degrade daily with pieces of epoxy coming loose.

The Fire Department has researched current methods of treating concrete floors in industrial and other high traffic occupancies and has determined that polished concrete is the best replacement alternative for the apparatus bay floor surfaces at Fire Stations 1 and 6.

### Purchasing

On September 11, 2014, a bid opening was conducted as required by City Charter and Code for the Floor Replacement at Fire Station(s) 1 and 6. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; [www.mitn.info](http://www.mitn.info) and the bid was also sent to the Troy Chamber of Commerce. Two (2) bid responses were received. Below is a detailed summary of potential vendors for this bid opportunity:

<b>Companies notified via MITN</b>	301	<p><b>MITN</b> provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.</p> <p><b>Active MITN</b> members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City.</p> <p><b>Active MITN non-paying</b> members are responsible to monitor and check the MITN website for opportunities to do business with the City.</p> <p><b>Inactive MITN</b> member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of</p>
Troy Companies notified via MITN	10	
Troy Companies notified Active email Notification	10	
Troy Companies notified Active Free	0	
<b>Companies that viewed the bid</b>	25	
Troy Companies that viewed the bid	2	

After reviewing the bid responses, Great Lakes Concrete Restoration, LLC of Troy, MI was the low bidder meeting specifications and is being recommended for the floor replacement at Fire Station(s) 1 and 6. The scope of work is to remove the old epoxy floor and prepare and install new polished concrete floors.

### Financial

\$60,000.00 is budgeted in the 2014/2015 Fire Department Capital Account for this project.



## CITY COUNCIL AGENDA ITEM

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### Recommendation

City management recommends awarding a contract to furnish all equipment, material and labor for epoxy floor removal and to install new polished concrete floors at Fire Stations 1 and 6, for an estimated total cost of \$45,200.00 to *Great Lakes Concrete Restoration, LLC of Troy, Michigan* at prices contained in the bid tabulation opened September 11, 2014. The award is contingent upon the contractor's submission of properly executed bid documents including insurance certificates, and all other specified requirements.

	<b>Great Lakes Concrete Restoration, LLC</b>	DIAMA-SHIELD, LLC
	Troy, MI	Troy, MI
Ck#	#605318	#23760778
Ck. Amou	\$3,000.00	\$3,000.00

**PROPOSAL:** To furnish all equipment, material and labor for epoxy floor removal and replacement at the City of Troy Fire Stations in accordance with the bid specifications.

		<i>Proposal A</i>	<i>Proposal B</i>
STATION #1	\$25,450.00	\$32,900.00	\$39,900.00
1019 Big Beaver Road		<i>Installing floor 2 sections @ a time.</i>	<i>Installing floor 3 sections @ a time.</i>
STATION #6	\$19,750.00	\$26,900.00	\$26,900.00
5901 Coolidge			
<b>COMPLETE FOR THE SUM OF:</b>	<b>\$45,200.00</b>	\$59,800.00	\$66,800.00
<b>HOURLY LABOR RATE:</b>	<b>N/A</b>	N/A	
<b>MATERIAL DISCOUNT:</b>	<b>N/A</b>	N/A	
<b>CONTACT INFORMATION:</b>			
Hours of Operation	8:00 - 7:00 pm	24 hr. shifts	
24HR Phone #	248 775 8025	248 228 3250	
<b>SITE INSPECTIONS: Y/N</b>			
	Yes	Yes	
Date	9/8/2014	9/9/2014	
<b>COMPLETION DATE:</b>			
	<b>AS SPECIFIED</b>		
Station 1:	<b>June 15, 2015</b>		
Station 2:	<b>October 3, 2014</b>		
Can Meet	Yes	Yes	
Cannot Meet			
Offers			
Work Shall Commence			
<b>REFERENCES:</b>			
	Yes	Yes	
<b>INSURANCE:</b>			
Can Meet	Yes	Yes	
Cannot Meet			
<b>ACKNOWLEDGEMENT SIGNED: Y OR N</b>			
	Yes	Yes	
<b>PAYMENT TERMS:</b>			
	Net 30 Days	Net 30 Days	
<b>EXCEPTIONS:</b>			
	None	None	
<b>WARRANTY:</b>			
	10 Year Standard	No Response	
<b>QUESTIONNAIRE: Attached Y or N</b>			
	Yes	Yes	
<b>FORMS COMPLETED: Y or N</b>			
	Yes	Yes	

**BOLDFACE TYPE DENOTES LOW BIDDER MEETING SPECIFICATIONS**

ATTEST:  
Enna Bachelor  
Susan Riesterer

\_\_\_\_\_  
 MaryBeth Murz,  
 Purchasing Manager



## CITY COUNCIL AGENDA ITEM

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Date: September 15, 2014

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager  
Gary G. Mayer, Chief of Police

Subject: Standard Purchasing Resolution: Approval to Expend Budgeted Funds – Troy Youth Assistance

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### **History**

The Troy Youth Assistance provides diversion programs and community services to the residents in the City of Troy.

Funding requirements were previously approved by City Council resolution # 2010-10-214-J-4a, resolution # 2009-08-232, resolution #2008-09-306, resolution #2007-09-270, resolution #2006-08-342, resolution #2005-10-459, resolution #2004-07-354, resolution #2003-10-529, resolution #2002-07-424, and resolution #2001-07-373.

### **Financial**

The Police Department's Police Administration Contractual Services – Troy Youth Assistance account has been designated for the funding of this program.

### **Recommendation**

The Police Department requests approval to provide funding for the TROY YOUTH ASSISTANCE in the amount of \$10,000.00 for the 2014/2015 fiscal year and it is recommended that the Agreement between the City of Troy and Troy Youth Assistance be approved as written.

### **City Attorney's Review as to Form and Legality**

\_\_\_\_\_  
Lori Grigg Bluhm, City Attorney

\_\_\_\_\_  
Date



## CITY COUNCIL AGENDA ITEM

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Date: September 15, 2014

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager  
Gary G. Mayer, Chief of Police

Subject: Standard Purchasing Resolution: Approval to Expend Budgeted Funds – Troy Community Coalition

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### **History**

The Troy Community Coalition provides community services to prevent drug and alcohol abuse.

Funding requirements were previously approved by City Council resolution #2010-10-214-J-4a, resolution # 2009-08-231-F-4d, resolution #2008-09-305-F-4e, resolution #2007-08-233, resolution #2006-08-342, resolution #2005-09-416, resolution #2004-09-454, resolution #2003-09-474, resolution #2002-07-427, and resolution #2001-09-449.

### **Financial**

The Police Department's Police Administration Contractual Services – Troy Community Coalition account has been designated for the funding of this program.

### **Recommendation**

The Police Department requests approval to provide funding for the TROY COMMUNITY COALITION in the amount of \$25,000.00 for the 2014/2015 fiscal year and it is recommended that the Agreement between the City of Troy and Troy Community Coalition be approved as written.

### **City Attorney's Review as to Form and Legality**

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Lori Grigg Bluhm, City Attorney

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Date



## CITY COUNCIL AGENDA ITEM

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Date: September 16, 2014

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic & Community Development  
Tim Richnak, Public Works Director  
Kurt Bovensiep, Public Works Manager  
William Huotari, Deputy City Engineer  
R. Brent Savidant, Planning Director  
Paul Evans, Zoning & Compliance Specialist

Subject: PURE TROY – Snow Maintenance

On November 11, 2013 City Council amended Chapter 34 Sidewalk and Driveway Approaches. The result of the amendment was to grant snow shoveling relief to property owners with parcels adjacent to difficult sidewalks. One of the amended provisions designated certain roads as Major Thoroughfares.

After administering the new Code for a season, we have identified that Beach Road and Northfield Parkway have difficult sidewalks similar to those adjacent to the currently defined Major Thoroughfares. These roads have characteristics similar to Major Thoroughfares, including privacy fences, berms, and heavy vegetation, but are not listed as Major Thoroughfares in Chapter 34. The proposed revised language would amend Chapter 34 Sidewalk and Driveway Approaches by adding Beach Road and Northfield Parkway as Major Thoroughfares.

The attached Map shows exempted parcels affected by this proposal.

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City Attorney's Review as to Form and Legality

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Date

Attachments:

1. Draft Revisions to Chapter 34 Sidewalks and Driveway Approaches
2. Exempted parcels map

CITY OF TROY  
AN ORDINANCE TO AMEND  
CHAPTER 34 OF THE CODE  
OF THE CITY OF TROY

The City of Troy ordains:

Section 1. Short Title

This Ordinance shall be known and may be cited as an amendment to Chapter 34 of the Code of the City of Troy.

Section 2. Amendment

Chapter 34 of the Code of the City of Troy is amended to read as follows:

34.01           Definitions

- (g)           “Major Thoroughfare” means the following street rights-of-way within the City of Troy: Adams Road, Beach Road, Big Beaver Road, Coolidge Highway, Crooks Road, Dequindre Road, Fourteen Mile Road, John R Road, Maple Road, Livernois Road, Long Lake Road, Northfield Parkway, Rochester Road, South Boulevard, Square Lake Road, Stephenson Highway, Wattles Road.

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 \_\_\_\_\_, 2014.

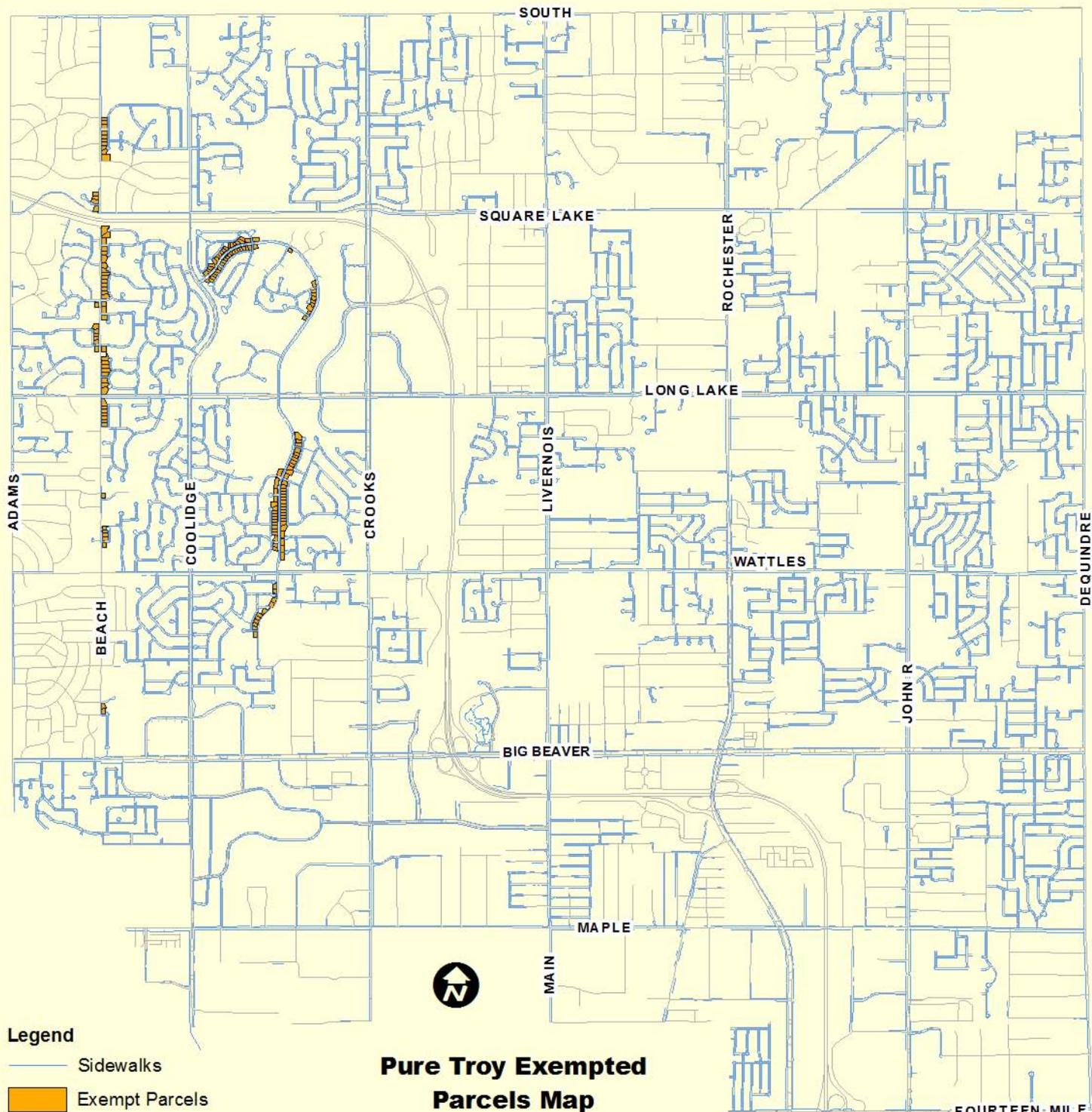
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Dane Slater, Mayor

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Aileen Bittner, City Clerk

G:\Chapter 34\Amendments to Chapter 34 09 22 2014.doc



- Legend**
- Sidewalks
  - Exempt Parcels

### Pure Troy Exempted Parcels Map

FOURTEEN MILE



## CITY COUNCIL ACTION REPORT

Date: September 17, 2014

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic and Community Development  
Steven J. Vandette, City Engineer

Subject: Troy Roads Rock – Ratification of Contract Change Order for Additional Work  
Concrete Slab Replacement on Long Lake, John R, Big Beaver & Dequindre

### **History:**

The Troy Roads Rock program was originally approved by City Council in the amount of \$5,106,000. Over the course of the program, information has been provided to City Council regarding the budget. In mid-July, City Manager Kischnick provided an email correspondence to the Mayor and Council discussing the need for additional funds in order to replace concrete slabs identified as work was progressing. The amount of additional funds was unknown at that time but estimated to be roughly \$400,000 based on a windshield survey.

As we are nearing the completion of the Troy portion of the TR2 program with Big Beaver, Rochester to Dequindre, nearly complete and the final project work on Dequindre, 14 Mile to Big Beaver, starting soon, a more accurate estimate of project costs is possible. The additional funds required are estimated at \$500,000 based on concrete slab replacement areas identified and marked in the field.

Inclusion of the additional \$500,000 brings the total amount of the City's portion of the TR2 program to a not to exceed amount of \$5,606,000.

### **Financial:**

Funds for the City of Troy's share will come from a transfer from the General Fund to the Capital Fund and \$106,000 from the Local Development Finance Authority (LDFA).

### **Recommendation:**

Staff recommends that City Council ratify the use of \$500,000 in additional General Fund dollars to complete the TR2 program for work on Long Lake, John R, Big Beaver and Dequindre Roads.

## William J Huotari

---

**From:** Steven J Vandette  
**Sent:** Wednesday, September 17, 2014 1:16 PM  
**To:** William J Huotari  
**Subject:** FW: TR2- More Funds Needed for Big Beaver, Rochester to Dequindre

*Steve*

---

**From:** Brian M Kischnick  
**Sent:** Wednesday, July 16, 2014 12:59 PM  
**To:** Dane Slater; Dave Henderson; Doug Tietz; Ed Pennington; Ellen Hodorek; Jim Campbell; Wade Fleming; Wade Fleming Other  
**Cc:** Brian M Kischnick; Steven J Vandette  
**Subject:** FW: TR2- More Funds Needed for Big Beaver, Rochester to Dequindre

Mayor and Council Members:

As a follow up to my email yesterday regarding the Troy Roads Rock program and the ongoing evaluation of the costs, Steve Vandette prepared the following information for clarification.

Council Member Tietz asked me to explain it in the following terms: Unless we spend 400k more we will not be able to do the project right because many of the slabs that need replacement will be left in place. Under this methodology (which is how Troy has operated in the past) we will be back to the area on a regular basis as funds are appropriated. As Steve Vandette states below, the number of slabs needing replacement is greater than was anticipated after a thorough review.

### **Brian M. Kischnick | City Manager**

---

City of Troy | 500 W. Big Beaver, Troy, MI 48084 | Cell: 989.233.7335 | [bkischnick@troymi.gov](mailto:bkischnick@troymi.gov)



"We believe a strong community embraces diversity, promotes innovation, and encourages collaboration. We strive to lead by example within the region. We do this because we want everyone to choose Troy as their community for life. We believe in doing government the best."

---

**From:** Steven J Vandette  
**Sent:** Tuesday, July 15, 2014 1:40 PM  
**To:** Brian M Kischnick  
**Subject:** RE: TR2- More Funds Needed for Big Beaver, Rochester to Dequindre

We have marked Big Beaver up to the \$5.1 million limit. If we do not spend more we will not be able to replace any pavement in 23 turnarounds between Rochester and Dequindre, many of which have large asphalt patches that will pop out again next spring. None of the westbound lanes would be touched except near the Rochester, John R and Dequindre intersections. Nothing in the Rochester intersection would be done, although there is not much there. None of the eastbound thru lanes for a quarter mile leading up to Dequindre would be done. This particular stretch has some long segments containing lots of asphalt patches. Essentially we started marking the intersections first, along with adjoining pavement, then the eastbound thru lanes of Big Beaver, but ran out of money before getting to Dequindre.

The estimates for each road were done in March, when snow was still on the ground and without the benefit of field survey. They were essentially educated "windshield" estimates used for the purpose of getting the work out for bids in March, as early as possible to get a good price, and early enough to start work when frost laws were lifted. We got a great price, but we did not have good information on the road conditions until we got out there and inspected them close up and marked the pavement during construction. We found that the roads were in much worse condition than we anticipated. Four out of five roads exceeded our estimates, but it was Long Lake that was the worst. Lots of ASR and micro cracking that could not be seen without putting an eyeball on it. Left in place they would have broken up in just a few years.

*Steve*

---

**From:** Brian M Kischnick  
**Sent:** Tuesday, July 15, 2014 12:44 PM  
**To:** Steven J Vandette  
**Subject:** Fwd: TR2- More Funds Needed for Big Beaver, Rochester to Dequindre

Pls send my your answer for mr Tietz.

Brian M. Kischnick  
Troy City Manager  
(989) 233-7335

Begin forwarded message:

**From:** Doug Tietz <[Doug.Tietz@troymi.gov](mailto:Doug.Tietz@troymi.gov)>  
**Date:** July 15, 2014 at 12:14:05 PM EDT  
**To:** Brian M Kischnick <[B.Kischnick@troymi.gov](mailto:B.Kischnick@troymi.gov)>  
**Subject:** RE: TR2- More Funds Needed for Big Beaver, Rochester to Dequindre

Brian,  
Could you break out the decision making like this...

Unless we spend 400k more we will not be able to do (fill in the blank description) because ( this reason).

I assume that the initial estimate was low because it didn't accurately reflect the number of slabs needing replacement after a thorough investigation. Is that correct?

Just trying to get my head around the change.

---

**From:** Brian M Kischnick  
**Sent:** Tuesday, July 15, 2014 7:49 AM  
**To:** Dane Slater; Dave Henderson; Doug Tietz; Ed Pennington; Ellen Hodorek; Jim Campbell; Wade Fleming; Wade Fleming Other  
**Cc:** Steven J Vandette; Brian M Kischnick  
**Subject:** FW: TR2- More Funds Needed for Big Beaver, Rochester to Dequindre

Mayor and Council Members:

Just as Steve Vandette concluded his comments at the last City Council meeting regarding Troy Roads Rock being under budget/on budget, the news of Big Beaver comes through. Please see

below the potential cost increase due to the volume of work determined in the field. My direction to Steve and staff throughout this project has been to do the job right. We are committed to repairing the roads so we are not back in these areas for a period of time. Of course, we are conservative and mindful of not spending unnecessary funds, but we want to get it done while we are in the area and be proud of the project.

**Brian M. Kischnick | City Manager**

City of Troy | 500 W. Big Beaver, Troy, MI 48084 | Cell: 989.233.7335  
|bkischnick@troymi.gov <image003.jpg> <image004.jpg>

"We believe a strong community embraces diversity, promotes innovation, and encourages collaboration. We strive to lead by example within the region. We do this because we want everyone to choose Troy as their community for life. We believe in doing government the best."

---

**From:** Steven J Vandette

**Sent:** Monday, July 14, 2014 11:54 AM

**To:** Brian M Kischnick

**Cc:** Mark F Miller; William J Huotari; Tom Darling; Kurt Bovensiep; Timothy L Richnak

**Subject:** TR2- More Funds Needed for Big Beaver, Rochester to Dequindre

Brian, Big Beaver has been marked to the limit of our \$5.1 M overall budget, which includes all the other roads. I rode it today with Bob Shenk and quickly determined our budget is not enough. None of the turn lanes, most of the westbound thru and some eastbound thru lanes are not marked yet. Based on what I saw, I estimate another \$400k is needed to properly take care of everything from Rochester to Dequindre. Approximately \$450k is marked right now. I've directed Bob to proceed with more marking, up to the new limit. That will be done in the next week or so. If he can't mark it all with this extra \$400k he'll let me know. Keep in mind this \$400k is based on a windshield survey; it may end up being more or it may be less. I'll keep you posted.

Meanwhile, John R could be poured out by the end of this week, if weather cooperates. The John R/Big Beaver intersection is not included. That entire intersection will be replaced with the Big Beaver work.

**Steven Vandette, P.E. | City Engineer**

City of Troy | 500 W. Big Beaver, Troy, MI 48084 | Office: 248.554.3383  
|troymi.gov <image001.jpg> <image002.jpg>

"We believe a strong community embraces diversity, promotes innovation, and encourages collaboration. We strive to lead by example within the region. We do this because we want everyone to choose Troy as their community for life. We believe in doing government the best."



## CITY COUNCIL AGENDA ITEM

Date: September 17, 2014

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic and Community Development  
Glenn Lapin, Economic Development Specialist  
Richard Carlisle, Planning Consultant

Subject: Ratification of Revised Memorandum of Understanding for the Joint Local Development Finance Authority Automation Alley SmartZone and Troy-Southfield Proposed 15-Year Extension

### Background

On September 8, 2014 City Council adopted a resolution determining that hosting the Local Development Finance Authority (LDFA) of the City of Port Huron also known as SCCiTech as a Satellite SmartZone will benefit the City's objective of promoting growth in an area of the City defined as a Certified Technology Park. Further, this resolution authorized the Cities of Troy and Southfield and Automation Alley SmartZone to serve as a host to the SCCiTech Satellite SmartZone. Finally, the resolution authorized the Mayor and City Clerk to execute the Memorandum of Understanding.

All of the partners in this collaboration approved similar resolutions, which the LDFA's recommended approval to their respective Cities.

On September 10, 2014 the application for the 15-year extension was submitted to the Michigan Economic Development Corporation (MEDC). The MEDC responded that the application required the LDFA of Port Huron to **approve** a resolution stating that the Cities of Troy and Southfield will host a Satellite SmartZone. In addition, the Memorandum of Understanding needed a minor revision in Section 1.0 to include the LDFA for the City of Port Huron, as seen below in red:

### **Memorandum of Understanding**

#### 1.0 Purpose and Scope

This Memorandum of Understanding (MOU) is entered into by and among the City of Southfield, the City of Troy, the City of Southfield and Troy LDFA, *Local Development Finance Authority for the City of Port Huron*, the City of Southfield and Troy Joint LDFA, the Automation Alley SmartZone, hereinafter referred to as "Host



## CITY COUNCIL AGENDA ITEM

SmartZone”, and the City of Port Huron, Kimball Township and St. Clair County Innovation and Technology SmartZone (SCCiTech), herein after referred to as “Satellite SmartZone”.

The MEDC also wanted the Memorandum of Understanding to include the signatory pages of the LDFA of Port Huron. The LDFA of Port Huron held an additional special meeting on September 15, 2014 and the Memorandum of Understanding was approved and executed.

The revised Memorandum of Understanding, the LDFA of Port Huron resolution and necessary signatures were sent to the MEDC on September 16, 2014. On September 17, 2014 the MEDC notified the team that the Designation Agreement (Memorandum of Understanding) was accepted, and the MEDC’s legal team will draft an amendment to the Troy-Southfield Designation Agreement to indicate the Port Huron Satellite creation. The MEDC will also work with the Cities of Southfield and Port Huron.

Troy and Southfield can now start working on an amendment to the Automation Alley SmartZone LDFA, Development and TIF Plan to include the 15-year extension. This is a lengthy and complex process. City administration will follow-up in the near future with a timeline of necessary steps.

### Recommendation

City administration recommends adopting the suggested resolution ratifying the amended Memorandum of Understanding for the 15-year extension of the Automation Alley SmartZone by hosting a Satellite SmartZone in Port Huron.

### Attachments

- Revised Memorandum of Understanding
- City of Troy Resolution September 8, 2014

### **City Attorney’s Review as to Form and Legality**

\_\_\_\_\_  
Lori Grigg Bluhm, City Attorney

\_\_\_\_\_  
Date

## Memorandum of Understanding

### 1.0 Purpose and Scope

This Memorandum of Understanding (MOU) is entered into by and among the City of Southfield, the City of Troy, the City of Southfield and Troy LDFA, *Local Development Finance Authority for the City of Port Huron*, the City of Southfield and Troy Joint LDFA, the Automation Alley SmartZone, hereinafter referred to as “Host SmartZone”, and the City of Port Huron, Kimball Township and St. Clair County Innovation and Technology SmartZone (SCCiTech), herein after referred to as “Satellite SmartZone”.

This MOU identifies the purpose of a collaborative relationship between Host and Satellite and more specifically addresses how such collaboration will meet the criteria set forth in Sect. 12 (b) of PA 184, as amended. This MOU addresses the requirement for Satellite Local TIF when requesting state school TIF capture, or Satellite budget of at least \$200,000 for operations, and Host and Satellite monthly reporting. This MOU also addresses the agreement from all parties to adhere to MEDC reporting requirements.

### 2.0 Goals

2.1. The Host and Satellite agree to pursue the following mutually advantageous goals:

- 2.1.1. Identify the advantages the Host and Satellite SmartZones offer to start and grow technology-oriented businesses;
- 2.1.2. Foster collaboration and networks among and between the Host and Satellite and other governmental, education and business entities;
- 2.1.3. Promote, support, advise and enhance technology accelerators and/or incubators located in the Certified Technology Parks and elsewhere in the SmartZones;
- 2.1.4. Promote and encourage development of a service provider network for tenants and residents of the Certified Technology Parks and elsewhere in the SmartZone;
- 2.1.5. Identify and coordinate collaborative applications for state and federal operating and capital assistance grants;
- 2.1.6. Identify and coordinate applications for MEDC and State of Michigan SmartZone grants when such grants are available only to a SmartZone recognized by the State of Michigan and not otherwise available to individual Members (“SmartZone Grants”);
- 2.1.7. Promote and encourage cooperation in carrying out any Automation Alley and SCCiTech SmartZone Plan, as may be modified from time to time;

### 3.0 Response to Legislative Criteria

3.1. Unique characteristics and specialties offered by public and private resources available in Satellite SmartZone:

- 3.1.1. SCCiTech is located within a region which is the gateway for international trade, particularly Canada. It provides vital linkages to the automotive and chemical supply chains in Michigan, Ontario and the Midwest.
- 3.1.2. SCCiTech is in a unique position in Michigan to capitalize upon commercialization and development of technologies that improve border security and improve efficiencies in the transport of goods.
- 3.1.3. SCCiTech has focused on promoting enhanced mobility through autonomous and connected vehicles software and technologies and lightweight material research.
- 3.1.4. SCCiTech is a key sponsor and supporter of Tech Port, a co-working and business accelerator program which is a critical catalyst to diversify the economy and drive innovation.
- 3.1.5. SCCiTech has also formed key partnerships with the Spartan Innovations, Center for Automotive Research, MSU Eli Broad School of Business, Automation Alley and other organizations.

3.2. Benefits to regional collaboration and cooperation

- 3.2.1. Both Host and Satellite recognize the benefit of regional collaboration and cooperation to help the growth of technology based businesses and jobs. The Host and Satellite recognize the benefit of collaborative arrangements with other community partners. Expanded collaboration could be a benefit through attraction and retention of a trained workforce, nurturing existing second stage companies and formation of new technology based businesses.
- 3.2.2. The Host and Satellite agree to financially support the activities of Automation Alley. Both communities that comprise the Host each agree to make a minimum annual contribution to Automation Alley of \$50,000. The Satellite also agrees to make a minimum annual contribution of \$50,000.
- 3.2.3. Services to be provided to the Host and Satellite are included in Appendix I to this MOU.

3.3. How Satellite SmartZone adds to the mission of the Host

- 3.3.1. The unique position of SCCiTech to capitalize on all aspects of international trade meshes seamlessly with the mission of Automation Alley and the Automation Alley SmartZone, particularly the International Trade Center.
- 3.3.2. Commercialization and technologies that support border security and improve efficiencies in the transport of goods offer significant opportunities for innovation from the private sector as well as our educational partners.

#### 4.0 Budget and Reporting Requirements

- 4.1. The Satellite agrees to include local TIF contribution to the SmartZone in return for requesting state school TIF capture.
- 4.2. The Satellite agrees to provide for a budget of at least \$200,000 per year for operations. The Satellite budget of \$213,000 is included in Attachment II.
- 4.3. The Host and Satellite agree to provide monthly reporting to MEDC the term of the TIF capture on the following information for companies served by the SmartZone: companies created, jobs created, and investment in companies by source (federal grants, state grants, venture capital, angel funding, and increase in revenue).
- 4.4. Providing annual reports for the term of the TIF capture reporting on the progress of regional collaboration.

#### 5.0 SmartZone Plan

- 5.1. Satellite agrees to complete and submit a SmartZone Plan to MEDC by September 30, 2014 that addresses the need to promote high tech businesses and job creation and growth by collaborating with the following public and private partners:
  - 5.1.1. Host SmartZone
  - 5.1.2. Automation Alley
  - 5.1.3. Spartan Innovations
  - 5.1.4. Center for Automotive Research
  - 5.1.5. MSU Eli Broad School of Business
- 5.2. An Executive Summary and Overview of the Satellite SmartZone Plan is included as Attachment III.

#### 6.0 Effective Date and Conditions

- 6.1. This MOU becomes effective upon the approval of all parties as evidenced by the authorized signatures.
- 6.2. If the Michigan Department of Treasury does not approve the capture of school taxes for the Satellite SmartZone, the MOU becomes null and void.

**CITY OF SOUTHFIELD**

Address: 26000 Evergreen Road  
Southfield, Michigan 48076

BY: Frederick E. Corey, Jr.  
Frederick E. Corey, Jr.

ITS: City Administrator

DATE: 9-12-14

**CITY OF SOUTHFIELD LOCAL DEVELOPMENT FINANCE AUTHORITY**

BY: Frederick E. Corey, Jr.  
Frederick E. Corey, Jr.

ITS: Chair

DATE: 9-12-14

**CITY OF SOUTHFIELD LOCAL DEVELOPMENT FINANCE AUTHORITY SUBCOMMITTEE**

BY: Frederick E. Corey, Jr.  
Frederick E. Corey, Jr.

ITS: Chair

DATE: 9-12-14

**CITY OF TROY**

Address: 500 W. Big Beaver Road  
Troy, Michigan 48084

BY: 

ITS: Mayor

DATE: September 8, 2014

BY: 

ITS: City Clerk

DATE: September 8, 2014

**CITY OF PORT HURON  
LOCAL DEVELOPMENT FINANCE AUTHORITY  
COUNTY OF ST. CLAIR, STATE OF MICHIGAN  
RESOLUTION TO SUPPORT THE DESIGNATION OF THE ST. CLAIR INNOVATION  
AND TECHNOLOGY SMARTZONE AS A SATELLITE TO THE AUTOMATION ALLEY SMARTZONE**

WHEREAS, Public Act 281 of 1986, as amended, is an act to prevent urban deterioration and encourage economic development including, but not limited to, high-technology industries and activity and to encourage neighborhood revitalization and historic preservation and to provide a mechanism for developing and implementing plans within a development area and

WHEREAS, Public Act 281 of 1986, as amended, provides for the establishment of local development finance authorities as well as joint authorities and to prescribe its powers and duties; to provide for the creation and implementation of development plans; to authorize the acquisition and disposal of interests in real and personal property; to permit the issuance of bonds and other evidences of indebtedness by an authority; to prescribe powers and duties of certain state officers and agencies; and to authorize and permit the use of tax increment financing, and

WHEREAS, the Cities of Southfield and Troy have joined to establish a Joint Local Development Finance Authority under the Act and the Automation Alley SmartZone, and

WHEREAS, Section 12 (b) of Act 281, as amended, provides that the city councils of two or more municipalities may declare by resolution their intention to host the creation of a satellite SmartZone located within a distinct geographic area, and

WHEREAS, the City Councils of the Cities of Southfield and Troy have determined that the unique characteristics and specialties offered by public and private resources within the St. Clair Innovation and Technology SmartZone Technology (SCCiTech) as a Satellite SmartZone meets the criteria set forth in Section 12 (b) of Act 281, as amended.

WHEREAS, the City Councils of the Cities of Southfield and Troy have determined that by hosting SCCiTech as a Satellite SmartZone and delegating coordination between the Host and Satellite SmartZone to Automation Alley, regional cooperation and coordination and collaboration will be significantly enhanced, as set forth in Section 12 (b) of Act 281, as amended, and

WHEREAS, the City Councils of the Cities of Southfield and Troy recognize that hosting SCCiTech as a satellite SmartZone adds value to the Joint Southfield/Troy LDFA and Automation Alley SmartZone, as set forth in Section 12 (b) of Act 281.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Local Development Finance Authority of the City of Port Huron determines that the SCCiTech Satellite SmartZone will benefit the City's objective of promoting growth in an area of the City of Port Huron defined as a certified technology park, particularly growth related to industries engaged in high-technology, including, but not limited to, advanced manufacturing, advanced computing, research and development, life sciences and biotechnology.
2. That the Local Development Finance Authority of the City of Port Huron does hereby approve the Memorandum of Understanding, which may otherwise be known as the Satellite SmartZone Agreement, in substantially the form presented in Exhibit A hereto, including the SCCiTech SmartZone Plan attached thereto.
3. The Chairman of the Local Development Finance Authority of the City of Port Huron is authorized to execute any and all documents related to this matter, including the Memorandum of Understanding, and submit the same to the City Clerk of Port Huron for Approval by Port Huron.
4. The City Clerk shall file this resolution with the Michigan Secretary of State promptly after its adoption, and shall publish it at least once in a newspaper of general circulation within the City of Port Huron.
5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be, and the same hereby are, rescinded.

September 15, 2014

**CITY OF PORT HURON**

Address: 100 McMorran Blvd.  
Port Huron, Michigan 48060

BY: See attached signature page

ITS: Mayor

DATE: \_\_\_\_\_

BY: See attached signature page

ITS: City Clerk

DATE: \_\_\_\_\_

**PORT HURON LOCAL DEVELOPMENT FINANCE AUTHORITY**

Address: 100 McMorran Blvd.  
Port Huron, Michigan 48060

BY: 

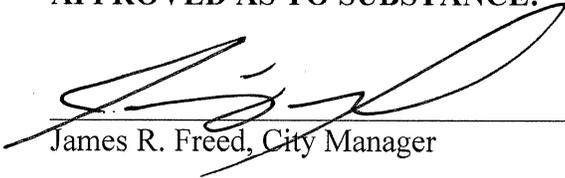
ITS: Chair

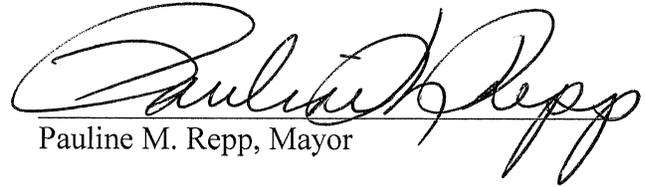
DATE: 9-15-14

IN WITNESS WHEREOF, the City of Port Huron officials signing below are authorized to sign this agreement as provided for in the 2011 City Charter of the City of Port Huron, Chapter 10, Section 10-1.

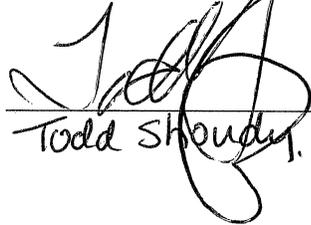
**CITY OF PORT HURON**

**APPROVED AS TO SUBSTANCE:**

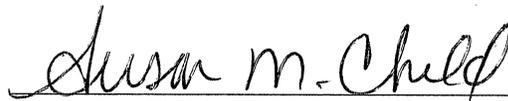
  
James R. Freed, City Manager

  
Pauline M. Repp, Mayor

**APPROVED AS TO FORM:**

  
Todd Shoudry, City Attorney

**ATTESTED TO:**

  
Susan M. Child, City Clerk

**CERTIFIED AS TO SUFFICIENCY  
OF FUNDS:**

  
Edward P. Brennan, Director of Finance

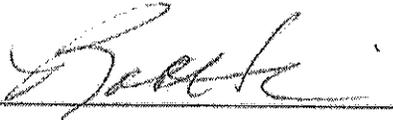
Dated: 9-9-14

NOTE: This signature sheet for City of Port Huron officials is for the Memorandum of Understanding for the SCCiTech SmartZone Application.

August 20, 2014

**KIMBALL TOWNSHIP**

Address: 2160 Wadhams Road  
Kimball, Michigan 48074

BY: 

ITS: Supervisor

DATE: 9/9/14

BY: Nicole V Blaszczuk

ITS: Clerk - Deputy Clerk

DATE: 9.9.2014

August 20, 2014

**ST. CLAIR COUNTY INNOVATION AND TECHNOLOGY SMARTZONE**

Address: 735 Erie Street, Suite 250  
Port Huron, Michigan 48060

BY: Alonut B. Casey

ITS: Director

DATE: 9/11/14

September 15, 2014

# **Attachment I**

## Benefits of the Partnership: Southfield

Automation Alley is Michigan's largest technology business association, connecting government, business and education to drive the growth of Southeast Michigan's economy. Since its founding in 1999, the organization has grown to include nearly 1,000 members from the city of Detroit and the surrounding eight-county region.

### PROGRAM AND RESOURCE BENEFITS

- Automation Alley Foundation Membership
- Automation Alley programming and/or presentations in Southfield in the following areas:
  - International business
  - Talent development
  - Entrepreneurship
  - Defense & Manufacturing
  - Product Lifecycle Management
- Exporting resources and the opportunity to participate in our exporting/business attraction trade missions
- Ability to share Southfield's marketing materials with incoming businesses at Automation Alley's International Business Center
- Access to contract opportunities within the defense industry
- PLM Center availability for members of the industrial community, providing digital training that is necessary for today's advanced manufacturers
- Development of business incubator services in Southfield
- Access to Automation Alley's virtual accelerator program, The 7Cs – a completely new, comprehensive, and intense virtual incubator experience – for advanced manufacturing technology startups, with up to \$50,000 in directed funding available per company (subject to Technology Investment Committee approval)
- Qualified applicants to the Automation Alley 7Cs program will receive:
  - Up to \$50,000 in directed investment into each company
  - Access to expertise in developing the startup's valid and sustainable business model through one on one consulting with the Automation Alley entrepreneurial staff
  - Creation of a professionally developed sales video for each of the selected advanced technology start-ups and inclusion in Automation Alley's exclusive "First Look Deal Book", a website devoted to promoting new innovations to large established manufacturers
  - Intense ongoing leadership, sales, and marketing coaching and facilitation by third party consultants using industry leading tools such as EOS (The Entrepreneurs Operating System) and The Sandler Sales Method, or similar quality industry recognized programs
  - Marketing resources and expertise to prove product-market fit
  - Matchmaking services to many of the top 100 auto suppliers through our exclusive "First Look" program to help secure the technology company's first customer and/or strategic investor
  - Silver Automation Alley membership package, entitling them to submit press releases, participate in networking events and access additional Automation Alley resources in the Silver package

## Benefits of the Partnership: Troy

Automation Alley is Michigan's largest technology business association, connecting government, business and education to drive the growth of Southeast Michigan's economy. Since its founding in 1999, the organization has grown to include nearly 1,000 members from the city of Detroit and the surrounding eight-county region.

### PROGRAM AND RESOURCE BENEFITS

- Automation Alley Foundation Membership
- Automation Alley programming and/or presentations in Troy in the following areas:
  - International business
  - Talent development
  - Entrepreneurship
  - Defense & Manufacturing
  - Product Lifecycle Management
- Exporting resources and the opportunity to participate in our exporting/business attraction trade missions
- Ability to share Troy's marketing materials with incoming businesses at Automation Alley's International Business Center
- Access to contract opportunities within the defense industry
- PLM Center availability for members of the industrial community, providing digital training that is necessary for today's advanced manufacturers
- Access to Automation Alley's virtual accelerator program, The 7Cs – a completely new, comprehensive, and intense virtual incubator experience – for advanced manufacturing technology startups, with up to \$50,000 in directed funding available per company (subject to Technology Investment Committee approval)
- Qualified applicants to the Automation Alley 7Cs program will receive:
  - Up to \$50,000 in directed investment into each company
  - Access to expertise in developing the startup's valid and sustainable business model through one on one consulting with the Automation Alley entrepreneurial staff
  - Creation of a professionally developed sales video for each of the selected advanced technology start-ups and inclusion in Automation Alley's exclusive "First Look Deal Book", a website devoted to promoting new innovations to large established manufacturers
  - Intense ongoing leadership, sales, and marketing coaching and facilitation by third party consultants using industry leading tools such as EOS (The Entrepreneurs Operating System) and The Sandler Sales Method, or similar quality industry recognized programs
  - Marketing resources and expertise to prove product-market fit
  - Matchmaking services to many of the top 100 auto suppliers through our exclusive "First Look" program to help secure the technology company's first customer and/or strategic investor
  - Silver Automation Alley membership package, entitling them to submit press releases, participate in networking events and access additional Automation Alley resources in the Silver package

## Benefits of the Partnership: St. Clair County/Port Huron

Automation Alley is Michigan's largest technology business association, connecting government, business and education to drive the growth of Southeast Michigan's economy. Since its founding in 1999, the organization has grown to include nearly 1,000 members from the city of Detroit and the surrounding eight-county region.

### PROGRAM AND RESOURCE BENEFITS

- Automation Alley Foundation Membership
- Automation Alley programming and/or presentations in St. Clair County in the following areas:
  - International business
  - Talent development
  - Entrepreneurship
  - Defense & Manufacturing
  - Product Lifecycle Management
- Exporting resources and the opportunity to participate in our exporting/business attraction trade missions
- Ability to share Port Huron's marketing materials with incoming businesses at Automation Alley's International Business Center
- Access to contract opportunities within the defense industry
- Assistance in exploring an initiative to create a food distribution center
- PLM Center availability for members of the industrial community, providing digital training that is necessary for today's advanced manufacturers
- Support for the incubator in development
- Access to Automation Alley's virtual accelerator program, The 7Cs – a completely new, comprehensive, and intense virtual incubator experience – for advanced manufacturing technology startups, with up to \$50,000 in directed funding available per company (subject to Technology Investment Committee approval)
- Qualified applicants to the Automation Alley 7Cs program will receive:
  - Up to \$50,000 in directed investment into each company
  - Access to expertise in developing the startup's valid and sustainable business model through one on one consulting with the Automation Alley entrepreneurial staff
  - Creation of a professionally developed sales video for each of the selected advanced technology start-ups and inclusion in Automation Alley's exclusive "First Look Deal Book", a website devoted to promoting new innovations to large established manufacturers
  - Intense ongoing leadership, sales, and marketing coaching and facilitation by third party consultants using industry leading tools such as EOS (The Entrepreneurs Operating System) and The Sandler Sales Method, or similar quality industry recognized programs
  - Marketing resources and expertise to prove product-market fit
  - Matchmaking services to many of the top 100 auto suppliers through our exclusive "First Look" program to help secure the technology company's first customer and/or strategic investor
  - Silver Automation Alley membership package, entitling them to submit press releases, participate in networking events and access additional Automation Alley resources in the Silver package

## **Attachment II**

**ATTACHMENT A**  
**SCiTech SmartZone Budget**

**Proposed SmartZone Operating Budget - Expenses**

<i>Direct Operations</i>			\$ 75,000
Executive Director		\$ 55,000	
Administrative Support		\$ 3,000	
Office Supplies & Services	Postage, printing, supplies	\$ 3,000	
Marketing		\$ 11,000	
Rent	Office space, computer, software, and other technology	\$ 3,000	
<i>Acceleration Services</i>			\$ 138,000
Automation Alley	Contracted programs and services	\$ 50,000	
Spartan Innovations	CEO-In-Residence and Green Light Program	\$ 65,000	
TechPort	Contracted programs and services	\$ 23,000	
<b>Total</b>			<b>\$ 213,000</b>

**SmartZone Sources of Revenue**

<i>Cash Contributions</i>			\$ 133,000
St. Clair County Community Foundation	TechPort Operations	\$ 15,000	
City of Port Huron LDFA	Direct Operations	\$ 63,000	
City of Port Huron LDFA	Automation Alley Contracted Services	\$ 40,000	
City of Port Huron	TechPort Operations	\$ 5,000	
Kimball Township	Automation Alley Contracted Services	\$ 10,000	
<i>In-Kind Contributions</i>			\$ 77,000
Economic Development Alliance	Direct Operations	\$ 12,000	
Spartan Innovations		\$ 65,000	
<i>Sponsorships</i>			\$ 3,000
Corporate Contributions	TechPort Operations	\$ 3,000	
<b>Total</b>			<b>\$ 213,000</b>

## **Attachment III**

# **St. Clair Innovation and Technology (SCiTech) SmartZone Plan**

## **Executive Summary**

The Automation Alley SmartZone, a partnership of the cities of Southfield and Troy, as well as Automation Alley, is one of the original SmartZones established in Michigan in 2000. The Automation Alley SmartZone has agreed to serve as the host to the proposed St. Clair Innovation and Technology SmartZone, also known as SCiTech.

The proposed certified technology park for SCiTech will include: the existing Port Huron Local Development Finance Authority and Tax Increment Finance Authority districts consisting of 405 acres; the campus of St. Clair Community College; two small buildings in the city's downtown which contain a proposed incubator and TechPort, a newly opened co-working and accelerator facility; and a 384-acre multi-parcel property in nearby Kimball Township, which is slated for future development.

In 2009, a countywide economic development strategic plan known as Blue Meets Green was created. The Plan was largely volunteer driven, included 150 participants, and is focused on the themes of people, place and prosperity for St. Clair County. After it was adopted, a management structure was established and several committees were formed to implement the Plan. The Practical Innovation Committee was charged with implementing a portion of the Plan related to improving the entrepreneurial climate of the region. Over the past few years, the Committee's work has led to the development of TechPort, a co-working and business accelerator program that was formed in 2013.

It is the intent of SCiTech SmartZone to stimulate the growth of technology-based businesses and jobs by capitalizing on both public and private resources within the region and community. TechPort and its programs and services provide an innovation focal point for this to occur. TechPort is a critical catalyst to diversify the economy, drive innovation and strengthen St. Clair County's entrepreneurial climate. Prior to its formation, few programs and resources existed within the county to spur the growth of technology-based businesses. In fact, the nearest public/private incubator was an hour drive away in Detroit. One of the key goals of the SCiTech SmartZone is to support the growth of TechPort by leveraging existing community resources, strategic partnerships, and the programs and services of Automation Alley.

Another key goal of SCiTech SmartZone is to utilize the county's transportation infrastructure, central location, and border with Canada to drive international trade. The Blue Water Bridge is a gateway for global trade with one of the most active border crossings in the United States. It provides important linkages to the automotive and chemical supply chains in Ontario, Michigan, and the Midwest. SCiTech SmartZone will capitalize on these assets to drive innovation in mobility by partnering with Spartan

Innovations, Center for Automotive Research, Michigan State University's Eli Broad School of Business, Automation Alley's International Business Center, and other organizations.

By building on the many assets in the Blue Water Region and growing the TechPort accelerator with support from Michigan State University and the Automation Alley SmartZone, SCiTech SmartZone is projected to generate significant economic impact in St. Clair County and Michigan, resulting in new investment of more than \$250 million and 6,000 direct and indirect jobs over a 15-year period.

## **Overview**

The St. Clair Innovation and Technology (SCiTech) SmartZone is focused on two sectors critical to the economies of Michigan, southeast Michigan and St. Clair County: international trade and promotion; and mobility. Utilizing St. Clair County's critical transportation infrastructure, one of the largest border crossings in North America, binational linkages, and the programs and resources of many strategic partners, SCiTech is poised to assist the State of Michigan to support and grow trade within the region and technology hub. Utilizing these resources and partnerships, SCiTech SmartZone will develop impacts in the following areas:

### **International Trade and Promotion**

- Provision of Michigan-based, regional and Canadian trade resources
- Commercialization and development of technologies that improve border security and the transportation of goods
- Policies that positively impact border security, technology enhancements and reduce inefficiencies in border crossings
- Attraction of companies and assets in the logistics and transportation sector

### **Mobility**

- Software and technology that supports autonomous and connected vehicles
- Research and commercialization of lightweight materials
  - Advanced composites including bio-based materials
  - Lightweight aluminum and joining
  - High-strength steel
- Attraction of existing companies in the mobility sector

It's important to point out that clusters within international trade and mobility already exist within St. Clair County and are located in close proximity to the Blue Water Bridge and existing transportation infrastructure. The trade cluster includes freight forwarders, customs agents and many transportation trucking companies, as well as Customs and Border Patrol.

**Cities of Southfield and Troy  
Joint Local Development Finance Authority  
Executive Summary – 15 year Extension Request**

---

**Request**

The Cities of Southfield and Troy seek approval of this Executive Summary requesting a 5-year TIF Extension. The LDFA intends to meet the required legislative criteria including:

- 1) The Cities of Southfield and Troy, their respective LDFA's, and the Joint Southfield/Troy LDFA have agreed to host the St. Clair Innovation and Technology Smartzone (SCCiTech) as a satellite Smartzone. The Host has entered in a Memorandum of Agreement with the Satellite.
- 2) Satellite SCCiTech agrees to include Local TIF in response to receiving state school TIF capture.
- 3) Satellite has a budget in excess of \$200,000 a year for operation.
- 4) LDFA agrees to additional reporting requirements including:
  - Providing monthly reporting for the term of the TIF capture on the following information for companies served by the SmartZone: companies created, jobs created, and investment in companies by source (federal grants, state grants, venture capital, angel funding, and increase in revenue).
  - Providing annual reports for the term of the TIF capture reporting on the progress of regional collaboration.
- 5) Host LDFA agrees to modify its TIF plan to include regional collaboration, as well as agreement with satellite.
- 6) The Cities have also provided a summary of TIF performance against original plan.

**Background**

In 2003, the Cities of Southfield and Troy entered into an agreement to form a Joint Local Development Finance Authority. As a result, the Certified Technology Park designations were established within the Cities of Southfield and Troy (see Figure 1).

The major goal of the Troy LDFA was to attract and support Automation Alley Headquarters in the Certified Technology Park (CTP). Automation Alley is Michigan's largest technology business association with a membership of 1,000, connecting government business and education to drive growth of Southeast Michigan's economy. Other major employers in the CTP include Altair, Inergy Automotive Systems, INA USA Corp, Schaeffler Group USA, Seco Tools and NBS Commercial Interiors.

Automation Alley is located in a 15,430 square foot building which includes certain specialized space designed to accomplish this mission. The Alley is looking to expand operations in Troy which will require additional space. The City has currently budgeted LDFA funds to assist the Alley in evaluating their space needs.

The Southfield CTP is home to a number of large employers including Hantz Bank, CBS Radio, and Barton Malow. The former headquarters of Blue Cross is also located within CTP. Reoccupying the former Blue Cross building and stimulating development of the 34 acre campus is a major challenge faced by the Southfield LDFA. The LDFA has focused on financing and constructing major infrastructure improvements to serve the Park.

### **Satellite Smartzone**

The Host Cities of Southfield and Troy, their respective LDFA's, and the Joint Southfield-Troy LDFA have designated the St. Clair Innovation and Technology SmartZone (SCCiTech) as a Satellite SmartZone. The boundaries of the proposed SCCiTech SmartZone are set forth in the SmartZone Plan.

The Host has determined that the Satellite has the following unique characteristics and specialties:

- SCCiTech is located within a region which is the gateway for international trade, particularly Canada. It provides vital linkages to the automotive and chemical supply chains in Michigan, Ontario and the Midwest.
- SCCiTech is in a unique position in Michigan to capitalize upon commercialization and development of technologies that improve border security and improve efficiencies in the transport of goods.
- SCCiTech will focus on promoting enhanced mobility through autonomous and connected vehicles software and technologies and lightweight material research.
- SCCiTech is a key sponsor and supporter of Tech Port, a co-working and business accelerator program which is a critical catalyst to diversify the economy and drive innovation.
- SCCiTech has also formed key partnerships with Spartan Innovations, Center of Automotive Research, MSU Eli Broad School of Business, Automation Alley and other organizations.

The Host and Satellite have identified the following benefits to regional collaboration and cooperation:

- Both Host and Satellite recognize the benefit of regional collaboration and cooperation to help the growth of technology based businesses and jobs. The Host and Satellite recognize the benefit of collaborative arrangements with other community partners. Expanded collaboration could be a benefit through attraction and retention of a trained workforce, nurturing existing second stage companies and formation of new technology based businesses.
- The Host and Satellite agree to financially support the activities of Automation Alley. Both communities that comprise the Host each agree to make a minimum annual contribution to Automation Alley of \$50,000. The Satellite also agrees to make a minimum annual contribution of \$50,000.
- Services to be provided to the Host and Satellite are included in Appendix I to this MOU.

The Host has determined that the Satellite will add to the mission of the Host in the following manner:

- The unique position of SCCiTech to capitalize on all aspects of international trade meshes seamlessly with the mission of Automation Alley and the Automation Alley Smart Zone, particularly the International Trade Center.
- Commercialization and technologies that support border security and improve efficiencies in the transport of goods offer significant opportunities for innovation from the private sector as well as our educational partners.

### **Accomplishments and Expectations of Host and Satellite**

#### Troy LDFA

The Joint Local Development Finance Authority adopted a Development and Tax Increment Financing Plan. The adoption of the plan allowed for financing and construction of certain public improvements, which the City of Troy needed to support the CTP. The TIF also provided a certain level of support for the business accelerator/incubator program operated by Automation Alley. As a result, the City was able to attract Automation Alley to the CTP and assist in an additional expansion.

The City's support for Automation Alley has yielded impressive results. The Alley has invested in high-tech startups, promoted expert sales and created or supported 4,791 jobs. In addition to business attraction and development, Automation Alley has secured training grants to make high level IT training available to its local partner companies.

In return for its support of Automation Alley, Troy has benefitted significantly. Over 16% of the Alley's members are Troy-based. The City has been featured in numerous Automation Alley promotions and publications. As a Foundation member, the City also enjoys the use of the Alley's facilities and meeting rooms.

#### Southfield LDFA

The Southfield LDFA has devoted considerable resources to improving infrastructure to the CTP. The Southfield LDFA has financed their share of the cost of I-696 interchange improvements and financed and constructed improvements to Franklin Road, Center Drive, America Drive and Eleven Mile Road. In addition, there have been landscaping and lighting improvements in conjunction with road and pedestrian improvements.

Both Troy and Southfield will amend their Development and Tax Increment Financing Plans to reflect the 15-year extension upon approval by MEDC.

## **SCCiTech**

By building on the many assets in the Blue Water Region and growing the TechPort accelerator with support from Michigan State University and the Automation Alley SmartZone, SCCiTech SmartZone is projected to generate significant economic impact in St. Clair County and Michigan through the use of school tax as well as property tax capture. New investment of more than \$250 million and 6,000 direct and indirect jobs over a 15-year period are expected as a result.

The SCCiTech SmartZone is projected to generate 2.1 million square feet of new development within the certified technology park, including: 40% related to core manufacturing; 25% from technology and research and development; 25% from warehousing, distribution and logistics; and 10% office. Total investment from development and new equipment is projected to be \$252.525 million. Job creation from new development is projected as follows:

### *Direct Jobs*

Manufacturing – 1,680

Office – 1,050

Technology, Research & Development – 1,050

Warehousing, Distribution, Logistics – 525

Total Direct Jobs – 4,305

Total Indirect Jobs – 1,750\*

Total Jobs – 6055

\*Multiplier for St. Clair County is 1.42.

The entrepreneurial impact of the SCCiTech SmartZone is based on a conservative model. It forecasts that three (3) startup companies will form each year, or 45 total over 15 years, creating 135 jobs.

## **Regional Collaboration**

The Cities of Southfield and Troy, in collaboration with public- and private-sector partners, are focused on helping businesses grow. Both Cities recognize the benefit of collaborative arrangements with other community partners. Expanded collaboration could be a benefit through attraction and retention of a trained workforce, nurturing existing second stage companies and formation of new technology based businesses.

The City of Troy has formed a strong alliance with key stakeholders including Automation Alley, Walsh College, Troy Chamber of Commerce, Oakland County's Economic Development Office and the Michigan Economic Development Corporation to provide targeted business assistance. Through an economic gardening approach, Troy's economic development staff assists local companies by identifying specific business needs and providing the information, infrastructure and connectivity necessary to address those needs. By leveraging Troy's unique community assets, partnerships and available tools to promote business growth, the City is creating an environment for investment.

The City of Southfield established a strong track record of intergovernmental collaboration with more than 150 partnerships. Centrally located within the region, the City coordinates economic development activities with MEDC, Oakland County, the Detroit Regional and Southfield Area Chambers and other state and regional organizations. Southfield also has an active partnership with Lawrence Technological University (LTU). LTU is launching the LTU Detroit Design and Technology Center in Midtown Detroit.

Troy's partnership with and support for Automation Alley resulted in one of the most successful regional collaboration efforts in Michigan. As part of the request for a 5 year extension, the City of Southfield agrees to expand their efforts at regional collaboration by providing additional support for Automation Alley, including, but not limited to, becoming a foundation member. Therefore, both Troy and Southfield agree to support the Alley's extensive program of regional collaboration. With membership located in Oakland, Macomb, Wayne, Washtenaw, Livingston, Genesee, Ingham and St. Clair Counties, Automation Alley has additional offices in Macomb County, Sterling Heights, and Detroit. As a result, Automation Alley will continue to conduct the following regional activities:

- Workforce training across region
- Programming presented across region
- Invested nearly \$9 million in companies within region resulting in several thousand jobs
- Introduced a significant number of companies within region to global marketplace visiting 22 nation and securing \$350 million in contracts
- Automation Alley Technology Gala has been held in Detroit, Wayne County, Oakland County and Macomb County
- Prepare the only State of Technology Report in Michigan

The designation of the SCCiTech satellite will greatly enhance regional collaboration. The Host communities have identified the assets of the Satellite and how such assets will be mutual benefit. The documentation of the relationship between Host and Satellite is set forth below.

To further foster regional cooperation and collaboration, both the Host and Satellite have agreed to designate responsibility for coordination of activities between the Host and Satellite to Automation Alley.

### **Goals of Extension**

While the Host and Satellite LDFA's will finance their own activities, the extension would achieve the goals set forth in the Memorandum of Understanding.

### **Reporting Requirements**

In the request for extension, the Host Joint Southfield and Troy LDFA's and the Satellite SCCiTech will agree to additional reporting requirements including:

- Providing monthly reporting for the term of the TIF capture on the following information for companies served by the SmartZone: companies created, jobs created, and investment in companies by source (federal grants, state grants, venture capital, angel funding, and increase in revenue).
- Providing annual reports for the term of the TIF capture reporting on the progress of regional collaboration.

### **Performance against Original Plan and Effect of Extension**

#### Troy LDFA

As has been experienced with other TIF's, the Smart Zone LDFA has captured significantly less than anticipated. The original TIF plan projected \$7,545,521 in tax capture from 2002-2013, though only \$1,840,191 was captured. While the decline in taxable value appears to have stabilized, increases in taxable value going forward will increase at the rate of inflation. No significant increases within the District can be anticipated through new development.

Table 1 provides a projection of estimated revenues for the remaining 5 years of the LDFA and for 15 additional years if extended. For the next 5 years, the LDFA will generate \$453,272. If extended for another 15 years, the LDFA would generate an additional \$1,749,544.

#### Southfield LDFA

The Southfield LDFA has captured sufficient TIF revenues to fund infrastructure improvements set forth in the Joint LDFA Development and Financing Plan. The original TIF plan projected \$4,701,538 in tax capture (include the amount of local capture and school capture) from 2002-2013, though only \$2,559,024 was captured. Table 2 provides a projection of estimated revenue for the remaining 5 years of the LDFA and for additional 15 years if extended. For the next 5 years, the LDFA will generate \$1,275,539. If extended for another 15 years, the LDFA would generate an additional \$4,919,453.

**Table 1**  
**Troy LDFA: Estimated Revenues**

	Revenue <sup>1</sup>	
	Gross (\$)	Net (\$)
<b>2014</b>	86,234	77,610
<b>2015</b>	88,390	73,890
<b>2016</b>	90,600	76,100
<b>2017</b>	92,865	78,365
<b>2018</b>	95,186	80,686
<b>Subtotal</b>	<b>453,274</b>	<b>386,650</b>
<b>2019</b>	97,566	83,066
<b>2020</b>	100,005	85,505
<b>2021</b>	102,505	88,005
<b>2022</b>	105,068	90,568
<b>2023</b>	107,694	93,194
<b>2024</b>	110,387	95,887
<b>2025</b>	113,146	98,646
<b>2026</b>	115,975	101,475
<b>2027</b>	118,875	104,375
<b>2028</b>	121,846	107,346
<b>2029</b>	124,893	110,393
<b>2030</b>	128,015	113,515
<b>2031</b>	131,215	116,715
<b>2032</b>	134,496	119,996
<b>2033</b>	137,858	123,358
<b>Subtotal</b>	<b>1,749,544</b>	<b>1,532,044</b>
<b>Total</b>	<b>2,202,818</b>	<b>1,918,694</b>

1 Gross revenue assumes 2.5% increase annually. Net revenues assume stable \$14,500 annually for administrative cost.

**Table 2**  
**Southfield LDFA: Estimated Revenues**

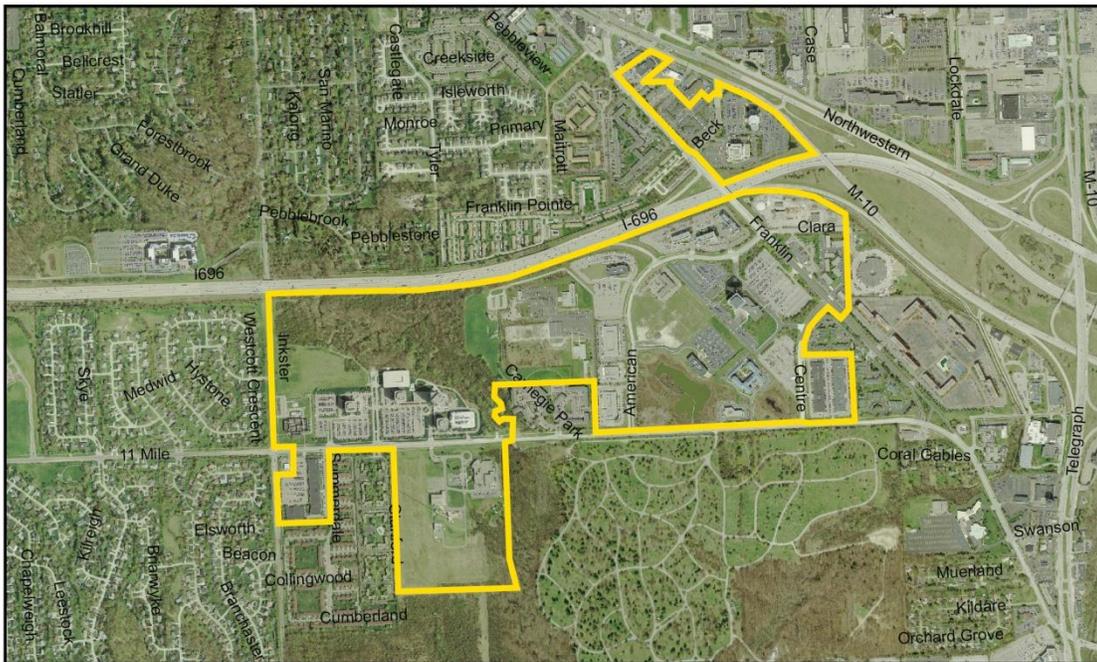
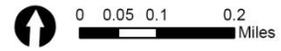
	Revenue <sup>1</sup>	
	Gross (\$)	Net (\$)
<b>2014</b>	242,477	218,229
<b>2015</b>	248,538	223,684
<b>2016</b>	254,751	229,275
<b>2017</b>	261,120	235,008
<b>2018</b>	267,648	240,883
<b>Subtotal</b>	<b>1,274,539</b>	<b>1,147,085</b>
<b>2019</b>	274,339	246,905
<b>2020</b>	281,197	253,077
<b>2021</b>	288,227	259,404
<b>2022</b>	295,433	265,889
<b>2023</b>	302,819	272,537
<b>2024</b>	310,391	279,352
<b>2025</b>	318,151	286,336
<b>2026</b>	326,105	293,494
<b>2027</b>	334,257	300,832
<b>2028</b>	342,614	308,352
<b>2029</b>	351,179	316,061
<b>2030</b>	359,958	323,963
<b>2031</b>	368,957	332,062
<b>2032</b>	378,181	340,363
<b>2033</b>	387,636	348,872
<b>Subtotal</b>	<b>4,919,453</b>	<b>4,427,508</b>
<b>Total</b>	<b>6,193,992</b>	<b>5,574,593</b>

1 Gross revenue assumes 2.5% increase annually. Net revenues assume 10% allocation annually to administration.

Figure 1



SmartZone - Troy Campus



SmartZone - Southfield Campus



These are not legally recorded maps.

Carlisle/Wortman Associates, Inc.  
June 2014

# St. Clair County Innovation and Technology (SCCiTech) SmartZone Plan

## Executive Summary

The Automation Alley SmartZone, a partnership of the cities of Southfield and Troy, as well as Automation Alley, is one of the original SmartZones established in Michigan in 2000. The Automation Alley SmartZone has agreed to serve as the host to the proposed St. Clair County Innovation and Technology SmartZone, also known as SCCiTech.

The proposed certified technology park for SCCiTech will include: the existing Port Huron Local Development Finance Authority and Tax Increment Finance Authority districts consisting of 405 acres; the campus of St. Clair Community College; two small buildings in the city's downtown which contain a proposed incubator and TechPort, a newly opened co-working and accelerator facility; and a 384-acre multi-parcel property in nearby Kimball Township, which is slated for future development.

In 2009, a countywide economic development strategic plan known as Blue Meets Green was created. The Plan was largely volunteer driven, included 150 participants, and is focused on the themes of people, place and prosperity for St. Clair County. After it was adopted, a management structure was established and several committees were formed to implement the Plan. The Practical Innovation Committee was charged with implementing a portion of the Plan related to improving the entrepreneurial climate of the region. Over the past few years, the Committee's work has led to the development of TechPort, a co-working and business accelerator program that was formed in 2013.

It is the intent of SCCiTech SmartZone to stimulate the growth of technology-based businesses and jobs by capitalizing on both public and private resources within the region and community. TechPort and its programs and services provide an innovation focal point for this to occur. TechPort is a critical catalyst to diversify the economy, drive innovation and strengthen St. Clair County's entrepreneurial climate. Prior to its formation, few programs and resources existed within the county to spur the growth of technology-based businesses. In fact, the nearest public/private incubator was an hour drive away in Detroit. One of the key goals of the SCCiTech SmartZone is to support the growth of TechPort by leveraging existing community resources, strategic partnerships, and the programs and services of Automation Alley.

Another key goal of SCCiTech SmartZone is to utilize the county's transportation infrastructure, central location, and border with Canada to drive international trade. The Blue Water Bridge is a gateway for global trade with one of the most active border crossings in the United States. It provides important linkages to the automotive and chemical supply chains in Ontario, Michigan, and the Midwest. SCCiTech SmartZone will capitalize on these assets to drive innovation in mobility by partnering with Spartan

Innovations, Center for Automotive Research, Michigan State University's Eli Broad School of Business, Automation Alley's International Business Center, and other organizations.

By building on the many assets in the Blue Water Region and growing the TechPort accelerator with support from Michigan State University and the Automation Alley SmartZone, SCCiTech SmartZone is projected to generate significant economic impact in St. Clair County and Michigan, resulting in new investment of more than \$250 million and 6,000 direct and indirect jobs over a 15-year period.

## Overview

The St. Clair County Innovation and Technology (SCCiTech) SmartZone is focused on two sectors critical to the economies of Michigan, southeast Michigan and St. Clair County: international trade and promotion; and mobility. Utilizing St. Clair County's critical transportation infrastructure, one of the largest border crossings in North America, binational linkages, and the programs and resources of many strategic partners, SCCiTech is poised to assist the State of Michigan to support and grow trade within the region and technology hub. Utilizing these resources and partnerships, SCCiTech SmartZone will develop impacts in the following areas:

### International Trade and Promotion

- Provision of Michigan-based, regional and Canadian trade resources
- Commercialization and development of technologies that improve border security and the transportation of goods
- Policies that positively impact border security, technology enhancements and reduce inefficiencies in border crossings
- Attraction of companies and assets in the logistics and transportation sector

### Mobility

- Software and technology that supports autonomous and connected vehicles
- Research and commercialization of lightweight materials
  - Advanced composites including bio-based materials
  - Lightweight aluminum and joining
  - High-strength steel
- Attraction of existing companies in the mobility sector

It's important to point out that clusters within international trade and mobility already exist within St. Clair County and are located in close proximity to the Blue Water Bridge and existing transportation infrastructure. The trade cluster includes freight forwarders, customs agents and many transportation trucking companies, as well as Customs and Border Patrol.

## Existing Conditions

St. Clair County has a long heritage of technology development that draws from the legacy of one of the world's most prominent innovators, Thomas Edison. As a young boy, Thomas Edison lived in Port Huron, trolling the shores of the St. Clair River and beginning his first business ventures. Today, his entrepreneurial heritage still permeates the environment and economy of the Blue Water area.

The economy of St. Clair County is supported by diverse industries and strong clusters in automotive. Some of these industries have existed in the county since the turn of the last century including paper production, salt mining, brass and copper forging, and energy production. However, the strongest existing cluster today is automotive plastic design and production. Some of the largest tiered suppliers to the automotive OE's are located across St. Clair County. In addition, this industry is supported by critical infrastructure and chemical development across the border in Sarnia, Ontario, as well as in the county. From the supply of raw materials, to the formulation of plastic compounds, the supply chain that supports the plastics industry is clearly an economic advantage that the county provides over other regions of North America.

St. Clair County is centrally located to 25 automotive assembly plants located within a four-hour drive creating another important advantage. The automotive supply chain benefits from the critical transportation infrastructure that exists within the county, which includes:

- I-94, connecting to the metro region
- I-69 International Trade Corridor, a NAFTA corridor connecting Canada to the U.S. and Mexico
- CN rail line from Canada to the U.S. and paralleling the I-69 corridor to Mexico
- Double-stacked rail tunnel under the St. Clair River, the third most active rail crossing in the U.S.
- Blue Water Bridge, the fifth largest international crossing in the U.S. – 3<sup>rd</sup> largest for commercial trucks
- CSX rail line connecting the metro region to the CN rail line
- Deep water ports along the St. Clair River
- Proximity to three international airports located within one-hour and 15 minutes
- St. Clair County International Airport providing a regional option for freight and corporate jets

The Blue Water Bridge and double-stacked rail tunnel are particularly important assets to the automotive supply chain due to the location of seven automotive assembly plants in Ontario.

## Location

### Port Huron

The Port Huron Local Development Finance Authority district is identified in *Attachment A* and *Attachment B*. The Authority was established in 1993. The City of Port Huron is proposing to expand

the boundaries of the district to include undeveloped land to the south of the current district as well as north and east to encompass a larger section of the Port Huron Industrial Park, a tax increment financing district. Collectively, the TIFA, LDFA and expansion area is identified as Zone A of the proposed Certified Technology Park. In addition, Zone B of the proposed Certified Technology Park will be established in downtown Port Huron to encompass two buildings, which are being considered for a future incubator, as well as the St. Clair Community College Campus, as identified in *Attachment B*.

In addition to containing a local development finance authority, the Port Huron Industrial Park also is identified as a federally designated HubZone and Foreign Trade Zone #210, for which the Economic Development Alliance is the grantee.

#### Kimball Township

Kimball Township is proposing to establish a local development finance authority and a district covering 384 acres consisting of multiple parcels. The proposed district is identified in *Attachment C* and is bounded by I-94 to the east, Ravenswood Rd. to the north, Allen Rd. to the west, and Smith Creek Rd. to the south. The property is located one mile from the Range Road and I-94 Interchange and one-half mile from the CN rail line. Further, the property is less than two miles from I-69, and is five miles from the Blue Water Bridge and St. Clair Rail Tunnel.

## **Purpose and Goals**

SCCiTech has adopted the following goals:

- Promote the advantages the Blue Water area offers to start or grow technology-oriented companies. SCCiTech's marketing efforts will complement and enhance those of organizations, communities and educational institutions involved in the SmartZone. It also will support the State's SmartZone marketing efforts.
- Develop tools to expand and foster collaboration, partnerships and networking between government, education and business. SCCiTech will support efforts to enhance technology transfer and commercialization with the support of the Automation Alley Technology Accelerator.
- Establish and enhance meaningful collaboration with public and private sector partners to drive innovation and commercialization activity in mobility and to enhance international trade.
- Diversify the economy of St. Clair County by attracting and growing a cluster of technology companies in the target sectors.

The SmartZone<sup>SM</sup> Plan is a living document. It will be updated from time-to-time to reflect changes within the SCCiTech SmartZone and the Statewide SmartZone<sup>SM</sup> program.

## Management Structure

The EDA, a 501 (C) 6 non-profit, is the only economic development agency in St. Clair County and is funded by municipalities, including the city of Port Huron, as well as private sector companies. The EDA will assign a staff person to serve as the full-time SmartZone executive director. The city of Port Huron will provide the funding for this position through the PHLDFA local tax capture. The EDA will oversee the development and marketing of the SmartZone utilizing its existing staff and resources.

The PHLDFA is an existing authority that will oversee the certified technology park. The city of Port Huron currently provides administrative support to the PHLDFA through its Planning Department and will continue to do so.

Kimball Township will establish a local development finance authority once the certified technology park designation is granted. Once that is accomplished, the city of Port Huron and Kimball Township will establish a joint local development authority.

In 2009, the countywide Blue Meets Green Economic Strategic Plan was completed. Since then, the Plan has been implemented and refreshed. The Leadership Council of Blue Meets Green consists of 35 leaders across all sectors of government, education, industry and philanthropy, and is charged to oversee the Plan. One of the key areas within the Plan is practical innovation, which is a strategic effort to diversify the county by developing programs and services that support entrepreneurialism. The Practical Innovation committee oversees this part of the plan and its efforts have led to the establishment of TechPort. The Practical Innovation Committee will serve as an advisory committee to the SmartZone, providing strategic guidance and support through the entire entrepreneurial value chain.

## Partners

SCCiTech provides significant benefits to support international trade and the mobility sector, including efficient transportation infrastructure, abundant resources, and collaborative partnerships with higher-education and industry. The following is a partial list of partners:

### *Municipal Partners*

- City of Port Huron
- Kimball Township

### *Education Partners*

- Michigan State University
  - Center for Community and Economic Development
  - Spartan Innovations

- Product Development Center
- Composite Vehicle Research Center
- St. Clair Community College
- St. Clair County RESA

*Resource Partners*

- Automation Alley
- Automation Alley SmartZone<sup>SM</sup>
- Blue Water Bridge Customs and Border Patrol
- Blue Water Regional Chamber of Commerce
- Center for Automotive Research
- Community Foundation of St. Clair County
- Economic Development Alliance of St. Clair County
- Foreign Trade Zone #210
- Michigan Economic Development Corporation
- Region 6 Small Business Development Center
- TechPort
- U.S. Export Assistance Center

## **Programs and Resources**

One of the benefits of this collaboration is the opportunity to share programs and resources among the partners. This effort combines two counties with distinct economies connected by Automation Alley and its regional programs and services, and the university partners. It’s important to point out that Oakland County and St. Clair County are already connected through their participation in the seven-county Economic Growth Alliance. This partnership, among other initiatives, generates an annual economic forecast of the seven-county area. In addition, both counties are members of SEMCOG and participate in this organization’s many programs and services, including a regional Comprehensive Economic Development Strategic Plan.

The purpose of this section is to identify some of the many programs and resources that are available in St. Clair County and SCCiTech SmartZone that have unique characteristics and can bring value to the partnership.

### Economic Development

- Automation Alley – Automation Alley will provide programs and services to the SmartZone as well as companies located in the county. Additional support is identified below under the Education section.

- Economic Development Alliance (EDA) – Formed in 1952, EDA is one of the oldest economic development organizations in Michigan. It attracts investment and jobs to the county, helps existing companies to expand, provides entrepreneurial programs and services and assists communities. It will serve as the program manager for SCCiTech.
- Port Huron Local Development Finance Authority (PHLDFA) – PHLDFA is an established LDFA with an approved operating budget in 2014-2015 of \$349,000. PHLDFA is proposing to expand the boundaries of the district and make it coterminous with the future certified technology park boundaries. This expansion would provide for future tax increment financing to fund an incubator and construction of speculative industrial/technology buildings within the park.
- SCCiTech Joint Local Development Finance Authority (SCJLDFA) – SCJLDFA does not presently exist but will be created to represent the boundaries of the certified technology park, which will encompass 405 acres in the Port Huron Industrial Park in the City of Port Huron and 384 acres in Kimball Township, site of a proposed technology park.

### Entrepreneurial Programs

- Region 6 SBDC – A satellite of the Region 6 Small Business Development Center is located at the EDA offices in Port Huron. A contracted employee provides business counseling services and training programs in St. Clair County and the Thumb Area.
- Blue Water Regional Chamber of Commerce – Provides training programs for entrepreneurs and small businesses. In addition, its BEAT Team provides business assistance to individuals and startup companies, including pro-bono services and counseling.
- Bankers Forums – EDA in conjunction with SBDC offers bankers forums for companies that have completed viable business plans and sound financial projections that are seeking bank or SBA financing. Seven financial institutions participate in the program.
- Automation Alley – St. Clair County and the EDA have long supported Automation Alley’s programs and services. Automation Alley provides an accelerator program for entrepreneurs, industry-focused training, a regional networking platform, and the renowned International Business Center with its trade programs and services.
- TechPort – Located in downtown Port Huron, TechPort, a 501 (c) 3 non-profit, was launched in early 2014 to provide a location for individual innovators to work, convene, solve business problems and socialize. It provides the following services:
  - Co-working space on a membership basis
  - Entrepreneur-in-residence program in conjunction with Spartan Innovations
  - Acceleration services, including training programs and access to angel and venture capital networks
  - TechPort Soup, a quarterly business plan competition
  - Harbor Muskies, a network of experts that provide pro bono services to members
- Community Foundation of St. Clair County – The Community Foundation Board of Directors has established entrepreneurialism as one of its key goals and has pledged the following support:

- \$15,000 grant to TechPort
- C3 Program, a community capital program that is pledging seed funding of \$150,000 over the next three years to startups located in the county. See Attachment H.

### Education

SCCiTech academic partners include Michigan State University and St. Clair Community College. In addition, RESA of St. Clair County will provide access to talent, equipment and training programs through its Technology Center. These educational partners offer unique capabilities and programs that can benefit companies that locate in the certified technology park.

- Michigan State University – Michigan State University is a major research institution in Michigan and provides a number of centers of excellence, programs and services, making it an ideal partner for SCCiTech. The following MSU departments have committed to support the SCCiTech SmartZone:
  - Composite Vehicle Research Center – The Center will connect with SCCiTech’s industry partners to share information, conduct joint research, test and identify commercial applications of promising technology
  - Fraunhofer Institute at MSU – The Institute will serve as a bridge between global research in lightweight and composite materials and SCCiTech’s industry partners
  - Spartan Innovations – This organization is a strategic partner of TechPort and will seek additional opportunities to link university research to entrepreneurs and companies in SCCiTech. In addition, it will hold its inaugural Green Light business plan competition at TechPort. Currently, Spartan Innovations funds a CEO-In-Residence program at TechPort.
  - Center for Community and Economic Development (CCED) – CCED and EDA are collaborating on a grant-funded project focused on the development of a binational strategy between Michigan, St. Clair County, I-69 International Trade Corridor Next Michigan Development Corp. and diverse organizations in Ontario.
- St. Clair Community College – The College is partnering with EDA to create an incubator and to connect students to internship opportunities with companies at TechPort, as well as other private sector strategic partners.
- RESA – RESA is the Intermediate School District in St. Clair County and will expand its technology programs to create an intense 8-week multi-track training program for high school graduates to be held during the summer and in conjunction with manufacturers and technology companies. This program will utilize RESA’s existing technology, faculty and equipment. The objective is to steer graduates into STEM and technical fields by providing instruction and practical experience. Private sector companies will employ students as interns during the program.

## **Benefits to Regional Cooperation and Collaboration**

The Automation Alley SmartZone is a collaborative venture by virtue of the establishment of the Southfield and Troy Joint Local Development Finance Authority, one of only two among Michigan's 15 SmartZones. Further, Automation Alley is a large collaboration providing significant benefit to its members in the private and public sector. The EDA in St. Clair County has maintained a membership with Automation Alley for many years in recognition of the value that this organization brings to companies in our region.

In recognition of this value, the host SmartZone communities of Southfield and Troy and the satellite SmartZone community of Port Huron each have agreed to make a minimal annual contribution of \$50,000 to Automation Alley. This contribution will assist Automation Alley to further its mission to the region and bring valuable programs and services to the partner communities and their companies.

Automation Alley's programs and services will provide valuable resources to assist in workforce development, to grow new businesses, assist with international trade, as well as education. A full list of programs and services that will be provided to the host and satellite communities is identified in *Attachment D*.

## **Value of Satellite to Host SmartZone**

The region that encompasses Automation Alley SmartZone and SCCiTech SmartZone shares much in common, including automotive innovation and culture, higher education institutions and resources, transportation assets, and the growth of international trade. Oakland County and St. Clair County are, in fact, strongly linked in the automotive supply chain. Key transportation assets include two border crossings critical to international trade, and a triangle of expressways, I-69, I-75 and I-94, which are critical conduits to the flow of goods in Michigan and metro Detroit.

SCCiTech SmartZone provides the opportunity to seamlessly mesh its strategic location with Canada and the tremendous flow of product across the border with the international trade programs of Automation Alley and the Automation Alley SmartZone. This partnership has been contemplated in recent years. In fact, an effort was undertaken between Automation Alley and the St. Clair County EDA to seek grant funding in 2012 to establish an international trade office in Port Huron. Importantly, the grant request also included proposed funding to establish an incubator focused on logistics and transportation technology. Unfortunately, the grant was not approved. However, the formalization of this partnership through the SmartZone program will provide opportunities for similar projects to be undertaken in future years.

SCCiTech SmartZone also will support innovation in mobility, including lightweight vehicle technology, and create linkages through its companies and research partnerships to the engineering assets in the Automation Alley SmartZone.

One of the goals of the partnership is to increase the number of companies in St. Clair County that participate in Automation Alley programs and services.

Through its partnership with Spartan Innovations, TechPort's CEO-In-Residence is charged with identifying potential CEO candidates to commercialize one of the 2,700 patents that are available at Michigan State University. By creating the linkage between the members of TechPort and Automation Alley, more candidates may be identified. Further, Automation Alley and the Automation Alley SmartZone will now become a partner in the Green Light business plan competition that will be located at TechPort as a satellite program of Spartan Innovations.

## **Budget**

SCCiTech SmartZone's proposed budget, *Attachment E*, includes revenue of \$213,000 which is derived from multiple sources, including: the PHLDFA local TIF; grants from the Community Foundation of St. Clair County and City of Port Huron; annual contribution from Kimball Township's general fund; and in-kind services from Automation Alley, Spartan Innovations and TechPort. The budget will be updated annually to reflect new revenue and expenses.

The budget includes funding for an executive director, to be housed at the Economic Development Alliance offices. Initially, an existing EDA employee will be reassigned to this position and will serve in a full-time capacity to implement the SmartZone Plan. Currently, an EDA employee is providing administrative support to TechPort. In 2015, PHLDFA, EDA, TechPort and future incubator will enter into an agreement that provides for a full-time contracted executive director position. These duties will include the implementation of the SmartZone Plan and management of TechPort and any incubator(s) established within the program.

It is the City's intent to utilize some of the future capture of school TIF to support the establishment of an incubator within the SCCiTech SmartZone, as well as a portion of TechPort's operating budget. Initially, the City and PHLDFA propose to fund the executive director from local TIF capture within the LDFA budget; however, it is their intent in the future to use school capture for this purpose.

The proposed budget does not include funding for an incubator, although TechPort provides some space for this purpose. However, the City of Port Huron is working with the EDA, Community Action Agency and a private investor to establish an incubator in the Sperry's building. A \$1 million dollar BEDI Grant has been provided by the Department of Housing and Urban Development to purchase the building and construct an incubator. The grant is providing \$170,000 toward the incubator. The SmartZone Plan and budget will be amended when plans for an incubator are finalized.

The budget also provides for annual contracted entrepreneurial services from Automation Alley in the amount of \$50,000. The services initially will be funded by \$40,000 in local capture within the PHLDFA

budget and \$10,000 from the general fund of Kimball Township. In the future, it is the intent of the partners to equally split this fee between the PHL DFA and Kimball Township LDFA. The Kimball Township portion of the fee will be derived from future school capture. The PHL DFA will continue to fund its portion of the fee from local capture.

In addition, Spartan Innovations is funding a CEO-In-Residence that is located at TechPort. The CEO is commercializing technology developed at Michigan State University, acting as a liaison between Spartan Innovations and TechPort members and regional businesses, as well as seeking additional CEO candidates.

#### Use of School Capture

It is the intent of SCCiTech and PHL DFA to utilize school capture to fund the following activities of the SmartZone once funds become available from tax increment financing:

1. Executive Director position
2. Administrative support, including operations
3. Marketing
4. Operating budget of TechPort – Rent, utilities, basic office supplies and equipment
5. Incubator – More study will be needed to determine how an incubator will be established and funded in future years, but school capture will be considered as a means of partial funding

#### Use of Local Capture

Local tax capture will be used to fund the following programs of SCCiTech:

1. Initially, it will cover 100% of the cost of the Executive Director position until school capture is sufficient
2. Automation Alley contracted services
3. All infrastructure for Kimball Township Technology Park
4. Speculative building development – the City of Port Huron has developed numerous speculative buildings in the past and is proposing to construct a future building when market forces make it feasible. The building will be constructed as a flex space and is one option to house TechPort and an incubator as the program expands.

## **Economic Impact**

The SCCiTech SmartZone will generate an economic impact over a 15 year period in the following areas: new development; attraction of technology companies; and development of technology companies through accelerator and incubator programs and services. The factors that constitute the economic impact include square feet of new construction, assessed value of construction, investment in personal property, jobs created, and spin-off impact on investment and job creation in the region.

Please review *Attachment F* for information about the economic impact from future development and *Attachment G* for entrepreneurial impact.

The SCCiTech SmartZone is projected to generate 2.1 million square feet of new development within the certified technology park, including: 40% related to core manufacturing; 25% from technology and research and development; 25% from warehousing, distribution and logistics; and 10% office. Total investment from development and new equipment is projected to be \$252.525 million. Job creation from new development is projected as follows:

*Direct Jobs*

Manufacturing – 1,680

Office – 1,050

Technology, Research & Development – 1,050

Warehousing, Distribution, Logistics – 525

Total Direct Jobs – 4,305

Total Indirect Jobs – 1,750\*

Total Jobs – 6055

\*Multiplier for St. Clair County is 1.42.

The entrepreneurial impact of the SCCiTech SmartZone is based on a conservative model. It forecasts that three (3) startup companies will form each year, or 45 total over 15 years, creating 135 jobs and generating \$11.25 million in capital formation. In addition, 30 mature technology companies will be attracted, bringing 240 jobs to the SmartZone over the same 15-year period. If an incubator is formed in the future, the entrepreneurial impact may be greater.

LAKE  
HURON

# Attachment "A"



## Zone B

(see attachment "C")

- SC4 Campus
- Sperry's  
301 Huron Avenue
- Tech-Port  
208 Huron Avenue

## Zone A

(see attachment "B")

## Proposed Certified Technology Park Boundaries

- TIF District
- LDFA
- Expanded LDFA  
Boundaries

GENERAL STREET MAP  
CITY OF  
**PORT HURON**  
MICHIGAN

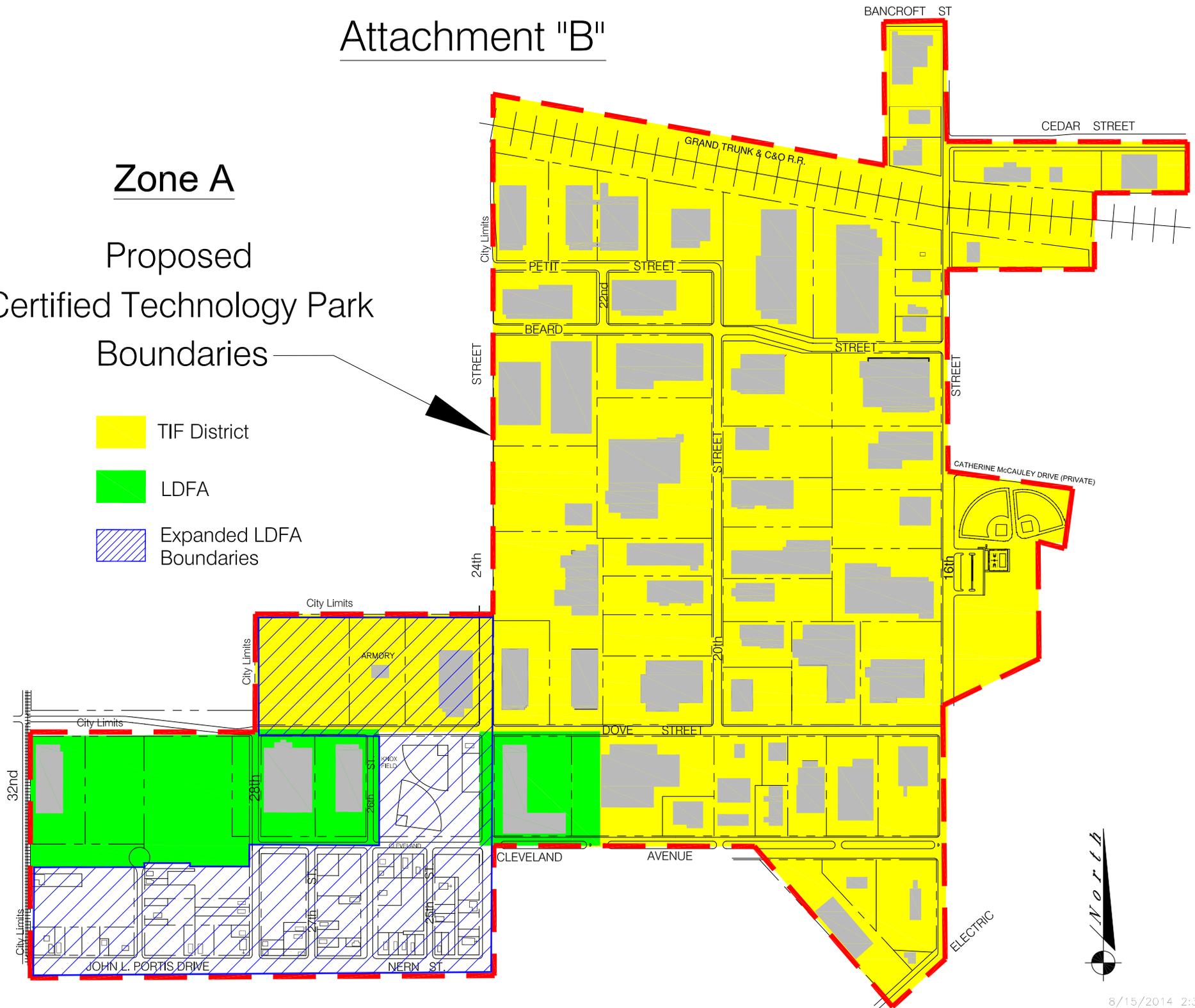


# Attachment "B"

## Zone A

### Proposed Certified Technology Park Boundaries

-  TIF District
-  LDFA
-  Expanded LDFA Boundaries



# Kimball Twp.

ATTACHMENT C

384 acres Total

Ravenswood Rd

120 acres

63 acres

25 acres

80.5 acres

38 acres

## Legend

### Overhead Power Line

40

120

230

345

Kimball Water Lines

Kimball Sewer Lines

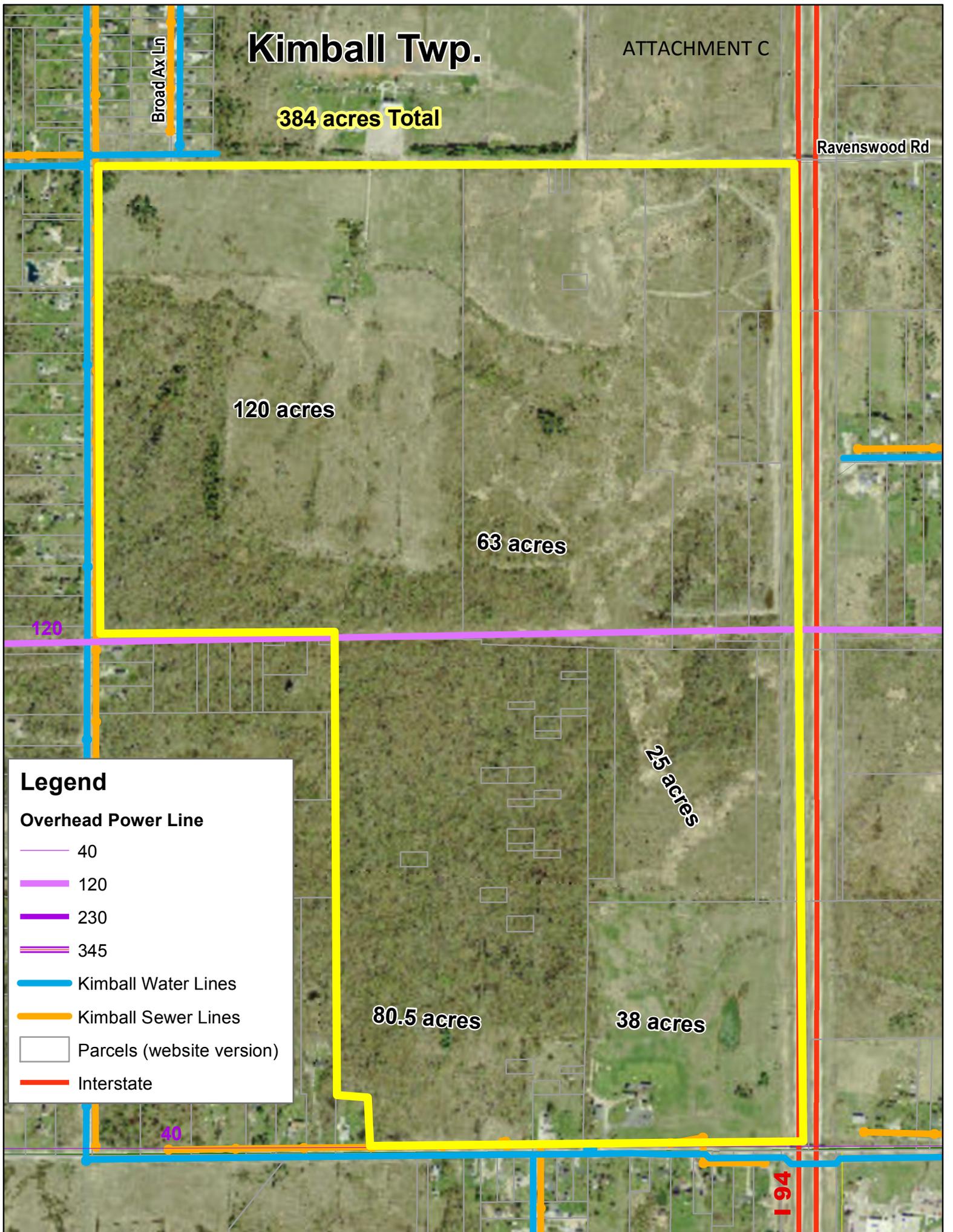
Parcels (website version)

Interstate

Broad Ax Ln

40

I 94





## Benefits of the Partnership: Southfield

Automation Alley is Michigan's largest technology business association, connecting government, business and education to drive the growth of Southeast Michigan's economy. Since its founding in 1999, the organization has grown to include nearly 1,000 members from the city of Detroit and the surrounding eight-county region.

### PROGRAM AND RESOURCE BENEFITS

- Automation Alley Foundation Membership
- Automation Alley programming and/or presentations in Southfield in the following areas:
  - International business
  - Talent development
  - Entrepreneurship
  - Defense & Manufacturing
  - Product Lifecycle Management
- Exporting resources and the opportunity to participate in our exporting/business attraction trade missions
- Ability to share Southfield's marketing materials with incoming businesses at Automation Alley's International Business Center
- Access to contract opportunities within the defense industry
- PLM Center availability for members of the industrial community, providing digital training that is necessary for today's advanced manufacturers
- Development of business incubator services in Southfield
- Access to Automation Alley's virtual accelerator program, The 7Cs – a completely new, comprehensive, and intense virtual incubator experience – for advanced manufacturing technology startups, with up to \$50,000 in directed funding available per company (subject to Technology Investment Committee approval)
- Qualified applicants to the Automation Alley 7Cs program will receive:
  - Up to \$50,000 in directed investment into each company
  - Access to expertise in developing the startup's valid and sustainable business model through one on one consulting with the Automation Alley entrepreneurial staff
  - Creation of a professionally developed sales video for each of the selected advanced technology start-ups and inclusion in Automation Alley's exclusive "First Look Deal Book", a website devoted to promoting new innovations to large established manufacturers
  - Intense ongoing leadership, sales, and marketing coaching and facilitation by third party consultants using industry leading tools such as EOS (The Entrepreneurs Operating System) and The Sandler Sales Method, or similar quality industry recognized programs
  - Marketing resources and expertise to prove product-market fit
  - Matchmaking services to many of the top 100 auto suppliers through our exclusive "First Look" program to help secure the technology company's first customer and/or strategic investor
  - Silver Automation Alley membership package, entitling them to submit press releases, participate in networking events and access additional Automation Alley resources in the Silver package

## Benefits of the Partnership: Troy

Automation Alley is Michigan's largest technology business association, connecting government, business and education to drive the growth of Southeast Michigan's economy. Since its founding in 1999, the organization has grown to include nearly 1,000 members from the city of Detroit and the surrounding eight-county region.

### PROGRAM AND RESOURCE BENEFITS

- Automation Alley Foundation Membership
- Automation Alley programming and/or presentations in Troy in the following areas:
  - International business
  - Talent development
  - Entrepreneurship
  - Defense & Manufacturing
  - Product Lifecycle Management
- Exporting resources and the opportunity to participate in our exporting/business attraction trade missions
- Ability to share Troy's marketing materials with incoming businesses at Automation Alley's International Business Center
- Access to contract opportunities within the defense industry
- PLM Center availability for members of the industrial community, providing digital training that is necessary for today's advanced manufacturers
- Access to Automation Alley's virtual accelerator program, The 7Cs – a completely new, comprehensive, and intense virtual incubator experience – for advanced manufacturing technology startups, with up to \$50,000 in directed funding available per company (subject to Technology Investment Committee approval)
- Qualified applicants to the Automation Alley 7Cs program will receive:
  - Up to \$50,000 in directed investment into each company
  - Access to expertise in developing the startup's valid and sustainable business model through one on one consulting with the Automation Alley entrepreneurial staff
  - Creation of a professionally developed sales video for each of the selected advanced technology start-ups and inclusion in Automation Alley's exclusive "First Look Deal Book", a website devoted to promoting new innovations to large established manufacturers
  - Intense ongoing leadership, sales, and marketing coaching and facilitation by third party consultants using industry leading tools such as EOS (The Entrepreneurs Operating System) and The Sandler Sales Method, or similar quality industry recognized programs
  - Marketing resources and expertise to prove product-market fit
  - Matchmaking services to many of the top 100 auto suppliers through our exclusive "First Look" program to help secure the technology company's first customer and/or strategic investor
  - Silver Automation Alley membership package, entitling them to submit press releases, participate in networking events and access additional Automation Alley resources in the Silver package

## Benefits of the Partnership: St. Clair County/Port Huron

Automation Alley is Michigan's largest technology business association, connecting government, business and education to drive the growth of Southeast Michigan's economy. Since its founding in 1999, the organization has grown to include nearly 1,000 members from the city of Detroit and the surrounding eight-county region.

### PROGRAM AND RESOURCE BENEFITS

- Automation Alley Foundation Membership
- Automation Alley programming and/or presentations in St. Clair County in the following areas:
  - International business
  - Talent development
  - Entrepreneurship
  - Defense & Manufacturing
  - Product Lifecycle Management
- Exporting resources and the opportunity to participate in our exporting/business attraction trade missions
- Ability to share Port Huron's marketing materials with incoming businesses at Automation Alley's International Business Center
- Access to contract opportunities within the defense industry
- Assistance in exploring an initiative to create a food distribution center
- PLM Center availability for members of the industrial community, providing digital training that is necessary for today's advanced manufacturers
- Support for the incubator in development
- Access to Automation Alley's virtual accelerator program, The 7Cs – a completely new, comprehensive, and intense virtual incubator experience – for advanced manufacturing technology startups, with up to \$50,000 in directed funding available per company (subject to Technology Investment Committee approval)
- Qualified applicants to the Automation Alley 7Cs program will receive:
  - Up to \$50,000 in directed investment into each company
  - Access to expertise in developing the startup's valid and sustainable business model through one on one consulting with the Automation Alley entrepreneurial staff
  - Creation of a professionally developed sales video for each of the selected advanced technology start-ups and inclusion in Automation Alley's exclusive "First Look Deal Book", a website devoted to promoting new innovations to large established manufacturers
  - Intense ongoing leadership, sales, and marketing coaching and facilitation by third party consultants using industry leading tools such as EOS (The Entrepreneurs Operating System) and The Sandler Sales Method, or similar quality industry recognized programs
  - Marketing resources and expertise to prove product-market fit
  - Matchmaking services to many of the top 100 auto suppliers through our exclusive "First Look" program to help secure the technology company's first customer and/or strategic investor
  - Silver Automation Alley membership package, entitling them to submit press releases, participate in networking events and access additional Automation Alley resources in the Silver package

**ATTACHMENT E**  
**SCCiTech SmartZone Budget**

**Proposed SmartZone Operating Budget - Expenses**

<i>Administrative and Operational Expenses</i>			\$ 75,000
Executive Director (1)		\$ 55,000	
Administrative Support (2)		\$ 3,000	
Office Supplies & Services (2)	Postage, printing, supplies	\$ 3,000	
Marketing		\$ 11,000	
Rent (2)	Office space, computer, software, and other technology	\$ 3,000	
<i>Acceleration Services</i>			\$ 138,000
Automation Alley (3)	Contracted programs and services	\$ 50,000	
Spartan Innovations (4)	CEO-In-Residence and Green Light Program	\$ 65,000	
TechPort (5)	Contracted programs and services	\$ 23,000	
<b>Total</b>			<b>\$ 213,000</b>

**Notes:**

- (1) EDA provides the Executive Director position through dues currently paid by City of Port Huron to EDA
- (2) Administrative support, office supplies and services, and rent will be provided by EDA as in-kind support
- (3) Automation Alley contracted programs and services are new expenses to LDFA and will initially be split between city (\$40,000) and Kimball Township (\$10,000)
- (4) Spartan Innovations expense is the value of the services being provided to TechPort through its CEO-in Residence and Green Light programs
- (5) TechPort contracted programs and services are that organizations current operational budget and are not expenses of LDFA

**SmartZone Sources of Revenue**

<i>Cash Contributions</i>			\$ 133,000
St. Clair County Community Foundation (1)	TechPort Operations	\$ 15,000	
City of Port Huron LDFA (2)	Direct Operations	\$ 63,000	
City of Port Huron LDFA (3)	Automation Alley Contracted Services	\$ 40,000	
City of Port Huron (4)	TechPort Operations	\$ 5,000	
Kimball Township (5)	Automation Alley Contracted Services	\$ 10,000	
<i>In-Kind Contributions</i>			\$ 77,000
Economic Development Alliance	Direct Operations	\$ 12,000	
Spartan Innovations		\$ 65,000	
<i>Sponsorships</i>			\$ 3,000
Corporate Contributions (6)	TechPort Operations	\$ 3,000	
<b>Total</b>			<b>\$ 213,000</b>

**Notes:**

- (1) Current grant provided to TechPort from St. Clair County Community Foundation
- (2) Represents the funding provided by City to EDA for economic development services
- (3) Services to be contracted from Automation Alley by Port Huron LDFA
- (4) Current grant provided by City to TechPort
- (5) Services to be contracted from Automation Alley by Kimball Township
- (6) Current corporate contributions provided to TechPort to support its operating budget

**ATTACHMENT F**  
**Economic Impact - Development**

**Economic Impact of SCCiTech SmartZone**

Development Impact	SQ. FT	Investment		Jobs		
		Real Property	Personal Property	Direct	Indirect	Total Jobs
Industrial	840,000	50,400,000	60,480,000	1,680	706	2,386
Distribution, Warehousing	525,000	21,000,000	525,000	525	204	729
Office	210,000	25,200,000	2,520,000	1,050	420	1,470
Technical	525,000	42,000,000	50,400,000	1,050	420	1,470
	<b>2,100,000</b>	<b>138,600,000</b>	<b>113,925,000</b>	<b>4,305</b>	<b>1,750</b>	<b>6,055</b>
		<b>Total Investment</b>	<b>252,525,000</b>			

**ATTACHMENT G**  
**Entrepreneurial Impact**

<b>Attracted Tech Companies</b>	<b>Annual</b>	<b>15-Yr Total</b>	<b>Jobs</b>	<b>Capital Formation-Annual</b>	<b>Total Capital Formation</b>	<b>Companies Assisted-Annual</b>
<b>Mature Companies</b>	2	30	240	NA	NA	12
<b>Startups</b>	3	45	135	750,000	11,250,000	60
<b>TOTAL</b>	<b>5</b>	<b>75</b>	<b>375</b>			<b>72</b>

**Other Impacts:**

**Average annual TechPort Members: 50**

**Average Annual TechPort Training Programs and Events: 10**

**Average Annual SBDC Training Programs: 16**

## ATTACHMENT H



### **Mission**

The Community Capital Club (C3) will seek out projects that enhance the economic prosperity of the Blue Water Region. Similar to other “angel investor groups” C3 aims to support projects that build community capital and enhance quality of place. In doing so, C3 will also consider supporting the efforts of select early-stage companies and/or growing ventures located within the Blue Water Region.

Members of C3 are passionate about business and about their community. Contributing to the general prosperity of the region by helping worthwhile early stage and growth companies succeed is one of the primary goals of C3<sup>i</sup>.

A financial return on investment may be appropriate for some of our projects, whereas other potential projects might be measured in terms of their community impact while not providing a direct investment return to C3 or its members.

### Areas of focus:

- Capital – bricks & mortar - projects that enhance a particular community or region by improving public spaces and/or help make the community more attractive as a place to live, work and play
- Outdoor products and recreation, especially those that capitalize on our water assets
- Tourism, with a focus on maritime tourists and those to our unique downtowns
- Natural products and those around health and healthy lifestyles
- Water related science, energy and engineering, also known as the Blue Economy

### **Process**

- Through annual Men’s Night events, C3 will engage a wide and diverse audience of men to enhance their awareness of, and involvement in, efforts to support local nonprofits and community building efforts. Men’s Night events will also provide the venue and audience to increase public awareness of the investment side of C3 and to create a pipeline of potential projects.
- Men’s Night proceeds will be split equally between an immediate gift to a local nonprofit organization, program or project; and an investment into a chosen C3 project that returns a more direct return on investment or return on community capital.
- Through 1 or 2 annual “Investor Forums” C3 will bring together its members (men & women), as well as other individual investors from throughout the region, to hear presentations on a select number of pre-screened projects. These summits are not open to the public and are by invitation only. These summits will allow potential investors to learn more about possible investment deals that may suit their areas of interest.

- Project screening: potential projects may be submitted at any time to a member of C3. Screenings and initial evaluation of projects will be done confidentially by a subcommittee of C3. Only those projects screened and approved by the C3 subcommittee will be allowed to make presentations at the Investor Forum events.
- The manner in which C3 chooses to invest in projects will depend completely on the unique circumstances of each selected project, and whether the goal is a direct financial return or a return of community capital.
- Individual investors and members of C3 may use any investment vehicle or option that best suits their needs and the needs of their chosen project.

### **Definition of Angels<sup>ii</sup>**

While corporations and professional venture capital firms are easy to identify, angels are more elusive. Most entrepreneurs don't get their initial round of financing from someone like Paul Allen. In fact, after the credit cards are maxed out, the first stop is almost always friends and family. Does that make Uncle Harry an angel or potential member of C3? It sure does.

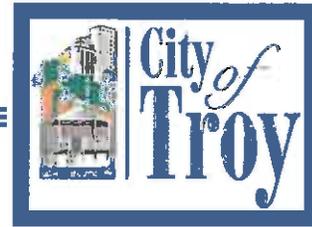
As they are now defined, angels include relatives, groups of friends, notoriously successful former entrepreneurs, and organized groups of individuals with admission criteria, business plan submission rules and stages of due diligence. And as the definition grows broader, tracking these investors with any kind of reliability is increasingly difficult. Angels and angel groups are spread throughout the country, and often operate behind the scenes to promote local entrepreneurship. Further complicating things are regional idiosyncrasies.

Angels, for our purpose, are those high net worth individuals (Accredited Investors) that make equity investments in early stage companies. This maybe a passive or active investment. Active investment may mean a role in management (Advisor or Board Member), bringing in the next round of capital, help in establishing strategic alliances, etc. Personal funds can be placed in to the early stage company at levels from \$10,000 to \$100,000+. This is typically 'seed' money and before any Venture Capital investors.

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<sup>i</sup> BlueWater Angels

<sup>ii</sup> Great Lakes Angels



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

At a Regular meeting of the Troy City Council held on Monday, September 8, 2014, the following Resolution was passed:

**I-4 Proposed 15-Year Extension of the Joint Automation Alley SmartZone LDFA and Troy Subcommittee by Hosting a Satellite SmartZone in St. Clair County (Introduced by: Brian Kischnick, City Manager) (Presentation by: Richard Carlisle, Planning Consultant)**

Resolution #2014-09-115  
Moved by Slater  
Seconded by Hodorek

WHEREAS, Public Act 281 of 1986, as amended (MCL 125.2151 et. seq.), is an act to prevent urban deterioration and encourage economic development including, but not limited to, high-technology industries and activity and to encourage neighborhood revitalization and historic preservation and to provide a mechanism for developing and implementing plans within a development area; and

WHEREAS, Public Act 281 of 1986, as amended, provides for the establishment of local development finance authorities as well as joint authorities and to prescribe its powers and duties; to provide for the creation and implementation of development plans; to authorize the acquisition and disposal of interests in real and personal property; to permit the issuance of bonds and other evidences of indebtedness by an authority; to prescribe powers and duties of certain state officers and agencies; and to authorize and permit the use of tax increment financing; and

WHEREAS, The Cities of Southfield and Troy have joined to establish a Joint Local Development Finance Authority (JLDFA), in which a Certified Technology Park has been designated under the Act, which is authorized by the State of Michigan and known as the Automation Alley SmartZone; and

WHEREAS, Section 12 (b) of Act 281 (MCL 125.2162(b)), as amended, provides that the city councils of two or more municipalities who have created an authority in which a certified technology park or SmartZone has been designated may declare by resolution their intention to host the creation of a satellite SmartZone located within a distinct geographic area; and

WHEREAS, The City Council of the City of Troy has determined that the unique characteristics and specialties offered by public and private resources within the St. Clair County Innovation and Technology SmartZone (SCCiTech) as a Satellite Smart Zone meets the criteria set forth in Section 12 (b) of Act 281, as amended; and

WHEREAS, The City Council of the City of Troy finds that by hosting SCCiTech as a Satellite SmartZone and delegating coordination between the JLDFA and Automation Alley SmartZone and Satellite SmartZone, regional cooperation and coordination and collaboration will be significantly enhanced, as set forth in Section 12 (b) of Act 281, as amended; and

WHEREAS, The City Council of the City of Troy recognizes that hosting SCCiTech as a satellite SmartZone adds value to the JLDFA and Automation Alley SmartZone, as set forth in Section 12 (b) of Act 281;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Troy **DETERMINES** that hosting SCCiTech as a Satellite SmartZone will benefit the City's objective of promoting growth in an area of the City of Troy defined as a certified technology park, designated as Automation Alley, and that this growth is particularly growth related to industries engaged in high-technology, including, but not limited to, advanced manufacturing, advanced computing, research and development, life sciences and biotechnology; and

BE IT FURTHER RESOLVED; That the City Council of the City of Troy does hereby **AUTHORIZE** the Joint Local Development Finance Authority and Automation Alley SmartZone to serve as a host to the SCCiTech satellite pursuant to Public Act 281 of 1986, as amended in accordance with the Memorandum of Understanding which is attached to and made part of this Resolution; and

BE IT FURTHER RESOLVED, That the Mayor and City Clerk are **AUTHORIZED TO EXECUTE** the Memorandum of Understanding.

BE IT FINALLY RESOLVED, That the City Clerk shall **FILE** this resolution with the Michigan Secretary of State promptly after its adoption, and shall **PUBLISH** it at least once in a newspaper of general circulation within the City of Troy.

Yes: All-7  
No: None

**MOTION CARRIED**

  
\_\_\_\_\_  
Mayor Dane Slater

I, M. Aileen Bittner, duly appointed City Clerk of the City of Troy; do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Troy City Council at a Regular Meeting duly called and held on Monday, the Eighth day of September, 2014.

  
\_\_\_\_\_  
M. Aileen Bittner, CMC  
City Clerk



## CITY COUNCIL AGENDA ITEM

Date: September 15, 2014

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager  
 Gary G. Mayer, Police Chief  
 Timothy Richnak, Public Works Director  
 Samuel Lamerato, Superintendent of Motor Pool

Subject: Sale of Equipment - Surplus Police Vehicles

### History

- February 10, 2014 Troy City Council granted approval and authorized departments to dispose of surplus vehicles either by live or online auctions with the disposal fee rolled into the sale price, which is commonly referred to as a Buyer's Premium. {Resolution #2014-02-017-J-4a}.
- The intent is to receive fair market value for equipment the City sells.
- Mott Community College Law Enforcement Regional Training Academy (LERTA) has expressed an interest in making an outright purchase for four (4) used, Ford Crown Victorias, four door, police package, Model Year 2009 or newer, patrol cars. The vehicles will be utilized on their driving course to provide Emergency Vehicle Operations (EVO) training for Mott Police Academy cadets. Police recruits utilize the Mott Police Academy for basic police academy training and Police Departments will soon send in-service officers to Mott Community College for basic EVO refresher courses.
- The Motor Pool Division of the Public Works Department has several out of service, Ford Crown Victorias with 90,000 miles ready for disposal. All reusable emergency and police equipment has been removed from each vehicle.

### Purchasing

- In July 2012, the City sold a 2008 Ford Crown Victoria at auction for \$5,200.00.
- June 17, 2013 City Council approved the sale of a 2009 surplus Ford Crown Victoria to Macomb Community College for \$6200.00. {Resolution # 2013-06-119-J-8}.
- Based on market survey research for comparable Models and given that the City will save the costs of stripping, prepping and detailing the vehicles for sale; the fair market value offer for the four (4) vehicles is being recommended.

### Financial

Proceeds from the sale are deposited to the revenue account - Gains on sale - capital assets and used for future equipment purchases.

### Recommendation

It is recommended that four (4) out of service Ford Crown Victorias be sold to the Mott Community College for the fair market value of \$17,000.00 for the purpose of providing Emergency Vehicle Operations (EVO) training for Mott Police Academy.

G:\Bid Award 14-15 New Format\Regular Business - SaleofEquipment-PoliceVehiclesMott Com.College09.14.doc



## CITY COUNCIL AGENDA ITEM

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Date: September 16, 2014

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager  
Jeanette E. Menig, Human Resources Director  
William S. Nelson, Fire Chief

Subject: Bid Waiver – Professional Services – Fire Department Employment Testing Services

---

### **History**

Fire Department staff officer retirements, necessitate the establishment of a promotional list for the position of Fire Staff Technician. Act 78 Civil Service requires that a competitive examination be given and that an eligible list, based on a cumulative test score, be established. Upon Act 78 certification, the list is valid for two years. Fire Staff Technician candidates will participate in a Written Examination as well as an Assessment Center. The attached job posting for Fire Staff Technician was approved by the Act 78 Civil Service Commission on September 11, 2014.

### **Purchasing**

Since 1990 EMPCO, Inc. has provided promotional testing services for the Police and Fire Departments. EMPCO, Inc. has provided excellent service and the department is very satisfied with the manner in which they conduct promotional testing. EMPCO, Inc. customizes the testing to meet the needs of the organization and comply fully with Act 78 Commission requirements. They have proven to be fair and impartial. EMPCO, Inc. provides promotional and entry level testing for numerous Fire and Police Departments and agencies around the state, and is a local company based here in Troy.

### **Financial**

The total cost for the promotional testing depends upon the number of candidates taking the examinations. The fee structure below is an estimate based on the number of candidates that have applied for the position in the past. The Assessment Center cost is an estimate of candidates passing the written exam and still seeking consideration. See below for EMPCO, Inc. pricing as detailed in the attached proposal for this testing.

\$10,000.00 is currently available in the Fire Department General Fund budget for these services. If the budget is exceeded due to the number of candidates taking the examination; funding is still available in the Fire Department budget.



## CITY COUNCIL AGENDA ITEM

Mileage and travel expenses will be billed as they occur, at \$.56/ mile.

Fire Staff Technician Written Examination (Based on 15 candidates)	Cost
Development Fee	\$2,200.00
Per Candidate @ \$22.00 (x 15)	\$330.00
Proctoring Exam Fee	\$300.00
<b>Total</b>	<b><u>\$2,800.00</u></b>
Fire Staff Technician Assessment Center (Based on 15 candidates)	
Development Fee	\$4,700.00
Administration Fee (based on 5 per day)	\$5,400.00
Per Candidate Fee (based on \$275.00 x 15)	\$4,125.00
<b>Total</b>	<b><u>\$14,225.00</u></b>
<b>Grand Total</b>	<b><u>\$17,025.00</u></b>

### Recommendation

It is recommended that City Council APPROVE the bid waiver and contract for Professional Services (Fire Staff Technician Testing) from EMPCO, Inc. of Troy, MI for an estimated \$17,025.00.

# **Proposal for Troy Fire Department**

Fire Staff Technician  
Written Exam and Assessment  
Center

Proposal Submitted by:



Submitted:  
August 2014

## Proposal for the Troy Fire Department

Thank you for the opportunity to submit a proposal for your upcoming promotional process for Staff Technician. Our proposal covers the development and administration of the testing process you describe in your Request for Proposal.

### **About Empco**

Empco was incorporated in 1985 and is located in Troy, MI. Empco, Inc. specializes in employment relationships with an emphasis on testing and evaluations in the public sector. Our focus is on entry level and promotional assessments for public safety and municipal positions.

In 1987, Empco began conducting promotional testing for police departments in Michigan. From our offices in Troy, we have grown into the largest firm in the state providing promotional testing to law enforcement and the fire service. Empco also serves clients across the United States including Florida, Rhode Island, Massachusetts, Oklahoma, Wyoming, and several other states.

Empco, Inc.  
1740 W. Big Beaver Rd.  
Suite 200  
Troy, MI 48084  
Phone: 248-528-8060  
Fax: 248-526-7274  
Web site: [www.empco.net](http://www.empco.net)  
E-mail address: [info@empco.net](mailto:info@empco.net)

### **Experience and Qualifications**

In total, Empco conducts assessment centers, oral boards and/or written examinations for over 400 agencies in Michigan and across the United States. In this, we test over 5,000 candidates.

Conducting this number of examinations gives us the experience to satisfy your promotional requirements. It must be recognized that current clients, who use our examination services annually, could switch to another vendor if our results did not only satisfy the agency's needs, but also the need for fairness among test takers. We keep our clients, and the number continues to grow because of a reputation for integrity and fairness in our examinations.

### **Job Analysis**

Empco conducts a job analysis before developing any assessment. The job analysis includes meetings with subject matter experts and those persons in a position to fully understand the requirements of the job. Empco will also administer surveys about the position to these individuals.

Empco will analyze the information collected during these meetings and through the surveys. We will also examine the job description for the position, as well as any job analyses previously conducted.

The information gathered in the job analysis will be used as the basis for any assessment and is included as part of the validation of the exam.

## **Question Challenges**

Empco will follow the department's written policy on challenges. However, in the absence of a departmental written policy, Empco's policy shall prevail. Empco's policy is: Candidates will be allowed to challenge any item on a written exam for up to 2 business days after the exam. Candidates who wish to challenge a question must complete a challenge form provided by Empco. Empco will review all of the challenges and provide responses to these challenges after the completion of the challenge period. If an item is challenged, and Empco agrees with the challenge, all candidates will receive credit for a correct answer to the item. Empco must be notified of the department's challenge policy prior to the administration of the exam.

## **Assessment Centers**

Empco's assessment centers are designed to measure the knowledge, skills and abilities (KSA's) critical for successful performance in such jobs. These include up to 15 behavioral attributes such as: oral and written communication, problem solving, decision making, organization, planning, administrative and operational skills, staff development, analytical thinking and reasoning, etc. The job analysis, as well as information from subject matter experts in the department, will determine the actual dimensions to be measured by the assessment center for each specific rank.

**Empco's assessment centers are developed in accordance with the *Guidelines and Ethical Considerations for Assessment Center Operations (2009)*, International Taskforce on Assessment Center Guidelines.** These guidelines establish specific requirements and procedures for conducting assessment centers. The following description of Empco's assessment center structure and procedures reflect the requirements of these guidelines. Following these guidelines will ensure that your department meets any contractual obligations to conduct an assessment center as well as making the test reliable and defensible.

Empco has five exercise types that are typically used in assessment centers. The specific job-related exercises that will be used in a custom assessment center will be developed by Empco after consultation with subject matter experts in the department and examining the results of the job analysis for each position. The following are the typical exercise types Empco uses:

Interview Exercise: Candidates are asked to make a brief presentation describing themselves, their accomplishments, goals and other related issues - an outline of suggested topics is provided at the orientation. Each candidate is then asked a series of career and job-related questions and given a scenario(s) to solve. The same questions/scenarios are asked of each candidate. Actual department issues are incorporated into the exercise.

Oral Presentation Exercise: Candidates are given a particular subject at the orientation and asked to prepare and deliver an oral presentation to a group such as the city council, concerned citizens, etc., (in reality - the assessors). Generally, an actual department issue is incorporated into the exercise.

In-Box Exercise: Candidates are given a number of written situations, which might typically be found in the "In-Box" of the job being filled. Candidates are asked to complete and submit their solutions to these in-box items within a specific time.

Empco will provide departments with scores on assessment centers within one week of the assessment completion. Scores can be reported in multiple formats, but always as a percentage of 100 percent.

## **Department Requirements**

Empco requires that the department provide adequate facilities for all orientations, written exams, assessment centers and review sessions. The department is responsible for making sure these facilities provide adequate space and layouts conducive to the activities that will be held in the space. Empco asks that the departments provide lunch to Empco assessors and facilitators for all oral boards and assessment centers. The department is also responsible for notifying all candidates of the dates and times of orientation and feedback sessions and testing dates, as well as providing the candidates with a copy of the bibliography for the written exam. The department will need to provide Empco with a copy of all job analyses and job descriptions for the position, and make subject matter experts available to Empco if additional job analysis information needs to be conducted. Empco also requires the city to provide all local content materials for written exams and allow Empco use of a copy machine during the assessment center process.

## **Project Team**

### John J. Higgins, President

John Higgins holds a Bachelor's Degree in Industrial Management and his experience includes over 25 years as a Director of Human Resources for Big 6 CPA firms and as President of Empco, Inc since 1994. John also serves as a guest lecturer on assessment centers at many Michigan universities, colleges, and academies. As President, John oversees all aspects of Empco's operations and ensures that all Empco products are of the highest quality and comply with all employment laws and standards.

### Kendra Royer, Vice President

Dr. Kendra Royer holds a Masters degree and a Doctoral degree in Industrial/Organizational Psychology. She has worked as a public safety consultant since 2001 and has been with Empco since 2005. Her expertise is in the development and validation of employment testing. As Vice President, Kendra oversees the development of all assessment processes. She ensures that all Empco products are valid and reliable and consistent with industry standards.

### John Childs, Project Manager

John Childs is the retired Fire Chief of Sterling Heights, Michigan. John has served in many leadership roles in the public sector; as Fire Chief, Project Manager for ISO 9001 registration, and as President of many fire service organizations. He holds degrees in Fire Science, a Bachelors in Business Management, a Masters in Administration, is a graduate of the NFA's Executive Fire Officer's program, and has completed all his doctoral course work in Safety Engineering. John became a consultant with Empco upon his retirement as Fire Chief. John will administer and facilitate all aspects of the assessment process. As Project Manager, he will utilize his experience in the fire service to provide insight into the development of the assessment tools.

### Charles Castle, Project Manager

	200 N. David St. Casper, WY 82601 (307) 235-8324 mharshman@cityofcasperwy.com Dates of Service: 2006 to present
Project:	Empco develops tailored exams for the Fire Department. Ranks in which tests have been design for include: Driver-Engineer, Inspector, and Captain.

<b>Dearborn Fire Department</b>	
Contact:	Mr. Alan Wozniak Human Resources Director City of Dearborn 4500 Maple Dearborn, MI 48126 (313) 943-2130 awozniak@ci.dearborn.mi.us Dates of Service: 2004 to Present
Project:	Empco develops and conducts and written examinations for Firefighter II, Firefighter III, Fire Apparatus Supervisor Assistant, Fire Lieutenant, Fire Captain and Battalion Fire Chief.

<b>Livonia Fire Department</b>	
Contact:	Mr. Bob Biga Civil Service Department 33000 Civic Center Drive Livonia, MI 48154 (734) 466-2527 rbiga@ci.livonia.mi.us Dates of Service: 1998 to present
Project:	Empco develops and administers an in-basket and assessment center for the Fire Chief and Fire Training Officer. Assessment centers for these positions are developed after conducting job analyses to determine the necessary skills and abilities required of someone filling each position.

<b>Madison Heights Fire Department</b>	
Contact:	Ms. Amy Mischak 300 W. Thirteen Mile Road Madison Heights, MI 48071 (248) 837-2609 amymischak@madison-heights.org
Project:	Empco facilitates both hiring and promotions for the Madison Heights Fire Department. Empco develops and conducts assessment centers for the ranks of Lieutenant and Chief. Empco develops and conducts oral boards for the ranks of Sergeant and Marshal. Empco also develops and administers written exams for Sergeant and Marshal.

	Royal Oak, MI 48068 (248) 246-3072 MaryD@ci.royal-oak.mi.us
Project:	Empco develops and administers assessment centers for the ranks of Captain, Assistant Chief and Chief in the Royal Oak Fire Department.

<b>Southgate Fire Department</b>	
Contact:	Ms. Emily Stacy Civil Service Secretary City of Southgate 14710 Reaume Parkway Southgate, MI 48195 (734) 258-3052 EStacy@ci.southgate.mi.us Dates of Service: 2002 to present
Project:	Empco designs and conducts assessment centers, oral boards and written exams for the Fire Department. Written exams and oral boards are designed and conducted for Fire Deputy Chief and Fire Marshal.  Assessment Centers have also been designed and conducted for Fire Chief Fire Marshal.

<b>Southfield Fire Department</b>	
Contact:	Ms. Lauri Siskind City of Southfield 26000 Evergreen Road P O Box 2055 Southfield, MI 48037-2055 (248) 796-4708 lsiskind@cityofsouthfield.com Dates of Service: 1999-present
Project:	Empco has conducted written exams and assessment centers for various ranks in the Fire Department. Written exams for every rank in the Fire department is tailored or customized to that rank in the department.  Assessment centers were conducted for the following ranks in the Fire Department: Chief, Battalion Chief, Captain and Fire Marshal. Written exams for the Fire Department include: Driver-Engineer, Inspector, Lieutenant and Mechanic Supervisor.

<b>Sterling Heights Fire Department</b>	
Contact:	Mr. Walt Blessed Assistant City Manager Director of HR City of Sterling Heights 40555 Utica Road

## Pricing - Standard Fees

### Written Exam

Tailored	
Development Fee	\$1,300.00
Per Candidate Fee	\$13.00
Proctoring of Exam	\$300.00
Custom	
Development Fee	\$2,200.00
Per Candidate Fee	\$22.00
Proctoring of Exam	\$300.00

### Assessment Center (Local)

Development Fee	\$4,700.00
Administration Fee (per day, up to 5 candidates per day)	\$1,800.00
Per Candidate Fee	\$275.00

Mileage and travel expenses will be billed as they occur.

The per day fee for the assessment center will be locked in two weeks prior to the assessment center to ensure our ability to schedule assessors.

Prices effective for 60 days after proposal is submitted



## CITY COUNCIL AGENDA ITEM

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Date: September 18, 2014

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager  
Mark F. Miller, Director of Economic & Community Development  
Cathleen A. Russ, Library Director

Subject: Bid Waiver – Professional Services - Troy Public Library - Building Assessment Report

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### **History**

Included in the July 11, 2014 City Council Agenda packet was a report regarding the Library Improvement Team. Part of the charge of this Team was to identify and evaluate critical deficiencies in the Troy Public Library facility.

In recent months, the Troy Public Library has experienced several critical building issues that need to be addressed. These issues include:

- Water intrusion in walls in Youth Services, creating efflorescence and salt deposits; resulting in damage to Library materials and the relocation of an entire collection;
- Water intrusion in walls in Adult Services;
- Roof leaks throughout the building;
- Window leaks throughout the building;
- Deterioration/disintegration of the Loading Dock entrance.

Addressing and resolving these building issues are beyond the scope of what the Building Operations Department staff is able to provide.

The state of the entire building needs to be assessed and solutions determined, so that funds may be budgeted appropriately and accurately to fix these issues. These issues must be resolved before any additional improvements can occur.

### **Purchasing**

Pursuant to City of Troy Chapter 7 - Purchases, Contracts and Sales - *exceptions* to competitive bidding include the employment of professional services and because John Tagle Associates, Inc. has been involved with the Library Improvement Team for the past six (6) months and has a solid familiarity and understanding of the library building it is in the City's best interest to waive formal bidding procedures.



## CITY COUNCIL AGENDA ITEM

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### **Financial**

The total cost of the project is \$25,650.00. Funds are available in the Library's Capital Budget which were allocated towards the implementation of the Drive-Up Materials Return; which did not require the full amount originally allocated. The Library's Capital Budget will be amended to transfer the unused funds in the amount of \$25,650.00 to the Library's Consultant Services Account, 271.790.7816.010.

### **Recommendation**

In the interest of good stewardship, the protection of public health and safety, and meeting Troy Public Library's goals of excelling at the User Experience, and creating a vibrant space for all, City Administration recommends accepting the proposal of John Tagle Associates Incorporated, in the amount of \$25,650.00, to provide an Assessment Report on current building conditions at the Troy Public Library. This report will also include recommendations, costs and time frames to implement remedial action.

September 9, 2014



Ms. Cathy Russ,  
Director of Troy Public Library  
City of Troy  
510 West Big Beaver  
Troy, MI 48084

**RE: Professional Services Proposal  
Building Assessment Report  
Troy Public Library  
510 West Big Beaver  
Troy, Michigan**

Via: Email

Dear Cathy,

Thank you for the opportunity to submit our revised proposal to provide an Assessment Report on the current building conditions at the library. As requested by the City I have removed all services pertaining to the water intrusion in the basement. The following is a description of the remaining services, fee and what will be included in the final Report. Acting as Architect-of-Record, I have assembled a team of engineers and specialists to assist in this assignment. They are listed at the end of the proposal along with our Certificate of Insurance.

#### **SCOPE OF WORK**

The scope of work as I understand is to assess the condition of the building as it currently exists, including the mechanical and electrical systems, and present recommendations, costs and time frames to implement remedial actions. From my recent visits to the building I did not observe any indications of deterioration or failures of the building's structural system therefore this will not be part of the investigation and Report. However if during our field work an issue is uncovered/observed we will provide the City with our recommendations for additional investigative steps and the associated costs will be determined at that time.

I have also included a hazardous materials survey. Knowing if there are materials needing to be abated prior to implementing repairs or modifications to the building is very important for safety and financial implications.

The Report will also identify building code violations and provide an opinion as to which of those violations can remain 'grand-fathered' and which will have to be corrected as part of future building improvements.

Investigating the building conditions is based upon reasonably visible on-site observations and/or information obtained from City personnel and City records. This includes removing lay-in ceiling tile. However this does not include demolishing ceilings, soffits and/or walls to observe building components. With respect to the roof inspection there may be invasive actions required. If it is determined that invasive actions are required for further investigation, these services will be performed by appropriately trained personnel and only upon the City's approval of the additional costs.

JOHN TAGLE ASSOCIATES, INC. ARCHITECTS & PLANNERS 5455 Corporate Drive Suite 308 Troy, MI 48068-2620 248 641,0400 FAX 641,0401

- The roof inspection will commence by walking the entire roof and observing the condition of the roof, perimeter & wall flashings, copings, penetrations, etc. If a problem is expected or observed, additional investigative steps and associated costs will be determined at that time. From our Initial Investigation the entire roof was replaced in 2002. We believe the warranty is currently in place.

## DESCRIPTION OF SERVICES & REPORT CONTENT

The following are the steps the Team will follow to generate the content of the final Report.

1. On-site investigations, review city records & interviews
2. Visual inspections, analyze findings and report conditions observed
3. Recommendations of corrective action with priority rankings
4. Estimated budget costs for corrective actions

The Report will include the following areas of investigation.

- Building Envelope (roof, walls and fenestrations)
- Heating, Ventilation & Air Conditioning Systems
- Electrical Systems (lighting & power)
- Building Interior (finishes, fixtures and doors)
- Hazardous Materials
- Code Violations
- Building Security

## PROFESSIONAL FEE

John Tagle Associates, Inc. proposes to provide professional services and report described above for a not-to-exceed amount of **Twenty-Five Thousand, Six-Hundred, Fifty Dollars & 00/100 (\$25,650)**. Reimbursable expenses are in addition to the professional fee and will be charged to the City at cost plus 15% mark-up. Professional Fees are Invoiced monthly and due upon receipt.

## ADDITIONAL INVESTIGATIVE SERVICES

If it is determined that invasive inspections are required, JTAI will provide the additional work description and costs to the City for approval prior to commencing the work.

## PROJECT TEAM

### *Architect of Record*

John Tagle Associates, Inc. (JTAI)  
5455 Corporate Drive - Suite 308  
Troy, Michigan 48098-2620

Contact: John J. Tagle, AIA, NCARB  
248-641-0400 & (fax) 248-641-0401  
E-mail: [jtagle@jta.net](mailto:jtagle@jta.net)

John Tagle Associates, Inc. is a 'C' Corporation, and incorporated in the State of Michigan. JTAI's registered professionals and its

consultants are licensed to operate and practice in the State of Michigan.

<b><i>Mechanical &amp; Electrical Engineers</i></b>	MA Engineering Birmingham, Michigan
<b><i>Roof Consultant</i></b>	Roofing Technologies Associates, Ltd. Livonia, Michigan
<b><i>Industrial Hygienist</i></b>	Testing Engineers & Consultants, Inc. Troy, Michigan
<b><i>Code Consultant</i></b>	WRJ Associates, LLC Brighton Michigan
<b><i>Construction Budgeting</i></b>	O'Brien Construction Troy, Michigan

Thank you for the opportunity to continue our relationship with the City on this investigation project. If you should have any questions concerning this proposal, please feel free to contact me.

Regards,

JOHN TAGLE ASSOCIATES, INC.



John J. Tagle, AIA, NQARB  
Principal-in Charge

CC. B. Kischnick, City Manager  
M. Miller, Director of Economic & Community Development  
P. Kwik, Assistant Library Director

JJT/blt

Chair Dziurman called the Regular meeting of the Building Code Board of Appeals to order at 3:00 p.m. on August 6, 2014 in the Lower Level Conference Room of the Troy City Hall.

1. ROLL CALL

Members Present:

Theodore Dziurman, Chair  
Gary Abitheira  
Teresa Brooks

Absent:

Michael Carolan  
Brian Kischnick

Support Staff Present:

Mitch Grusnick, Building Official/Code Inspector  
Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF MINUTES

Moved by: Brooks  
Support by: Abitheira

**RESOLVED**, To approve the minutes of the July 9, 2014 Regular meeting as submitted.

Yeas: All present (3)  
Absent: Carolan, Kischnick

**MOTION CARRIED**

3. HEARING OF CASES

- A. **VARIANCE REQUEST, JASON R. MORRISON, 2049 HIGHBURY** – The property is a double front corner lot. As such it has a required front setback along both Highbury and Endicott. The petitioner is requesting a variance to install a 4' high picket fence in the required front setback along Endicott where City Code limits fences to 30" high.

Mr. Grusnick reviewed the variance request. He reported the department received one response to the public hearing notices.

The applicant was advised that three votes are required to grant the variance and prior to a vote by the Board, the applicant can request to postpone the item to the next meeting.

Mr. Morrison said the existing wood fence is in disrepair and the posts are rotted. He would like to replace the fence with a 48" high PVC maintenance-free, wide-picket style fence. Mr. Morrison displayed photographs of the existing fence and the

proposed new fence. He indicated the new fence would be similar to the style of fences in the neighborhood.

Mr. Morrison explained the request to move the fence 2’ closer to the street is to accommodate the larger 8’ size gate with which this particular fence comes. He said an 8’ gate would better accommodate lawn equipment also. Mr. Morrison indicated the fence would be placed behind the line of existing trees.

There was discussion on:

- History of existing fence; i.e., permits, variance.
- Repair of existing fence.
- Style, type and material of proposed fence.
- Response to public notice.

Chair Dziurman acknowledged there was no one present from the public to speak.

Moved by: Brooks  
Support by: Abitheira

**RESOLVED**, To grant the variance request to install a 4’ high PVC fence set back 21.5’ from the Endicott property line, based on the following reasons:

1. The variance does not adversely affect properties in the immediate vicinity.
2. The new fence will be an improvement to the neighborhood.

Discussion on the motion on the floor.

Ms. Brooks complimented the applicant on his choice of fence. She said because the fence is not a solid material and is maintenance-free, it is an appropriate choice and fits the style of the neighborhood.

Vote on the motion on the floor.

Yeas: All present (3)  
Absent: Carolan, Kischnick

**MOTION CARRIED**

4. COMMUNICATIONS

None.

5. PUBLIC COMMENT

None.

6. MISCELLANEOUS BUSINESS

None.

7. ADJOURNMENT

The Regular meeting of the Building Code Board of Appeals adjourned at 3:25 p.m.

Respectfully submitted,

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Theodore Dziurman, Chair

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Kathy L. Czarnecki, Recording Secretary

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Chair Dziurman called the Regular meeting of the Building Code Board of Appeals to order at 3:00 p.m. on August 6, 2014 in the Lower Level Conference Room of the Troy City Hall.

1. ROLL CALL

Members Present:

Theodore Dziurman, Chair  
Gary Abitheira  
Teresa Brooks

Absent:

Michael Carolan  
Brian Kischnick

Support Staff Present:

Mitch Grusnick, Building Official/Code Inspector  
Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF MINUTES

Moved by: Brooks  
Support by: Abitheira

**RESOLVED**, To approve the minutes of the July 9, 2014 Regular meeting as submitted.

Yeas: All present (3)  
Absent: Carolan, Kischnick

**MOTION CARRIED**

3. HEARING OF CASES

- A. **VARIANCE REQUEST, JASON R. MORRISON, 2049 HIGHBURY** – The property is a double front corner lot. As such it has a required front setback along both Highbury and Endicott. The petitioner is requesting a variance to install a 4' high picket fence in the required front setback along Endicott where City Code limits fences to 30" high.

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There was discussion on:

- History of existing fence; i.e., permits, variance.
- Repair of existing fence.
- Style, type and material of proposed fence.
- Response to public notice.

Chair Dziurman acknowledged there was no one present from the public to speak.

Moved by: Brooks  
Support by: Abitheira

**RESOLVED**, To grant the variance request to install a 4’ high PVC fence set back 21.5’ from the Endicott property line, based on the following reasons:

1. The variance does not adversely affect properties in the immediate vicinity.
2. The new fence will be an improvement to the neighborhood.

Discussion on the motion on the floor.

Ms. Brooks complimented the applicant on his choice of fence. She said because the fence is not a solid material and is maintenance-free, it is an appropriate choice and fits the style of the neighborhood.

Vote on the motion on the floor.

Yeas: All present (3)  
Absent: Carolan, Kischnick

**MOTION CARRIED**

4. COMMUNICATIONS

None.

5. PUBLIC COMMENT

None.

6. MISCELLANEOUS BUSINESS

None.

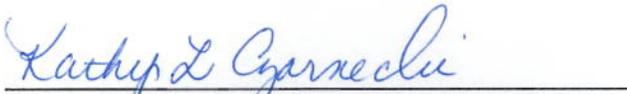
7. ADJOURNMENT

The Regular meeting of the Building Code Board of Appeals adjourned at 3:25 p.m.

Respectfully submitted,



Theodore Dziurman, Chair



Kathy L. Czarnecki, Recording Secretary



On August 19, 2014, at 7:30 p.m., in the Council Chambers of Troy City Hall, Chairman Clark called the Zoning Board of Appeals meeting to order.

1. ROLL CALL

Present:

Bruce Bloomingdale  
Glenn Clark  
Kenneth Courtney  
David Eisenbacher  
Thomas Krent  
David Lambert

Absent:

Allen Kneale

Also Present:

Paul Evans, Zoning and Compliance Specialist  
Julie Quinlan Dufrane, Assistant City Attorney

2. APPROVAL OF MINUTES – July 15, 2014

Moved by Courtney  
Seconded by Eisenbacher

RESOLVED, to approve the July 15, 2014 meeting minutes.

Yes: All

MOTION PASSED

3. APPROVAL OF AGENDA – No changes

4. HEARING OF CASES

VARIANCE REQUEST, MUAREM ARLLAJ, 4205 CROOKS – In order to split a parcel into two parcels, a .05 foot variance to the requirement that newly created parcels measure at least 100 feet in width. One of the parcels is proposed to measure 99.95 feet in width. ZONING ORDINANCE SECTION: 4.06 (C) R-1B Zoning District

Moved by Eisenbacher  
Seconded by Krent

RESOLVED, to grant the request.

Yes: All

MOTION PASSED

5. COMMUNICATIONS – Ms. Dufrane advised the Board that the City Attorney’s Office would be providing the Planning Commission training on the Open Meetings Act later this year. She provided brief overview of some of the Act’s provisions.
6. MISCELLANEOUS BUSINESS – The Board discussed the possibility of having Zoning Ordinance language to allow very small deviations to dimensional requirements without the need for a variance. Member Krent agreed to add it to the existing list of suggested Zoning Ordinance changes forwarded to the Planning Commission earlier this year by the Board.
7. PUBLIC COMMENT – None
8. ADJOURNMENT – The Zoning Board of Appeals meeting ADJOURNED at 8:22 pm.

Respectfully submitted,

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Glenn Clark, Chairman

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Paul Evans, Zoning and Compliance Specialist

Chair Edmunds called the Special/Study meeting of the Troy City Planning Commission to order at 7:00 p.m. on August 26, 2014 in the Council Board Room of the Troy City Hall.

1. ROLL CALL

Present:

Karen Crusse  
 Donald Edmunds  
 Steve Gottlieb  
 Michael W. Hutson  
 Tom Krent  
 Gordon Schepke  
 Thomas Strat  
 John J. Tagle

Absent:

Philip Sanzica

Also Present:

R. Brent Savidant, Planning Director  
 Ben Carlisle, Carlisle/Wortman Associates, Inc.  
 Allan Motzny, Assistant City Attorney  
 Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF AGENDA

**Resolution # PC-2014-08-044**

Moved by: Hutson  
 Seconded by: Edmunds

**RESOLVED**, To amend the Agenda to add “Fracking” as Agenda item 7 (a).

Yes: All present (8)  
 Absent: Sanzica

**MOTION CARRIED**

3. APPROVAL OF MINUTES

**Resolution # PC-2014-08-045**

Moved by: Gottlieb  
 Seconded by: Schepke

**RESOLVED**, To approve the minutes of the August 12, 2014 Special/Study meeting as published.

Yes: All present (8)  
 Absent: Sanzica

**MOTION CARRIED**

4. PUBLIC COMMENTS – Items not on the Agenda

Larry Keisling, 6321 Sandshores, addressed the Master Plan specifically relating to small retail developments.

5. ZONING BOARD OF APPEALS (ZBA) REPORT

Mr. Krent gave a report on the August 19, 2014 Zoning Board of Appeals meeting.

There was a discussion on allowing tolerances for dimensional variances.

6. PLANNING AND ZONING REPORT

Mr. Savidant gave an update on the proposed mixed use application for the property located on the north side of Big Beaver, east of John R (File Number PUD 008).

7. MASTER PLAN UPDATE – Maple Road Special Area Plan

Mr. Savidant said the Big Beaver area plan would be scheduled for discussion after the City conducts the Big Beaver Symposium, targeted for the beginning of October. The Big Beaver Symposium will address mobility along and across Big Beaver.

Mr. Carlisle presented and discussed the Maple Road area plan. He addressed:

- Master Plan timeline; June-Sept 2014; on schedule.
- Focus and vision.
- Existing conditions.
- Recommendations from Real Estate Forum.
- Priorities and strategies.
- Chopin Road area zoning classification.
- SmartZone and LDFA boundaries.

There was discussion on:

- Rezoning Chopin Road area parcels to Maple Road form base district classification.
- Underground waterway located east of I-75 to the Transit Center.

7. a. FRACKING

There was discussion on protecting the City from the erection of drilling equipment to recover gas or oil. Comments related to:

- Adopting regulations / Zoning Ordinance amendment.
- Passing a moratorium.
- Senate Bill No. 1026.
- Potential ancillary issues; i.e., noise, heavy equipment, contamination.

Mr. Savidant said he would schedule a meeting with appropriate City departments and the Planning Consultant.

8. PUBLIC COMMENT – Items on Current Agenda

Cynthia Wilsher, 369 E. Maple, spoke encouragingly and voiced support for the draft Maple Road area master plan. She addressed the “buzzed” environment along Maple Road with the opening of the MJR Theatre.

9. PLANNING COMMISSION COMMENT

There were general Planning Commission comments.

The Special/Study meeting of the Planning Commission adjourned at 8:35 p.m.

Respectfully submitted,

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Donald Edmunds, Chair

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Kathy L. Czarnecki, Recording Secretary

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Chair Edmunds called the Special/Study meeting of the Troy City Planning Commission to order at 7:00 p.m. on August 26, 2014 in the Council Board Room of the Troy City Hall.

1. ROLL CALL

Present:

Karen Crusse  
Donald Edmunds  
Steve Gottlieb  
Michael W. Hutson  
Tom Krent  
Gordon Schepke  
Thomas Strat  
John J. Tagle

Absent:

Philip Sanzica

Also Present:

R. Brent Savidant, Planning Director  
Ben Carlisle, Carlisle/Wortman Associates, Inc.  
Allan Motzny, Assistant City Attorney  
Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF AGENDA

**Resolution # PC-2014-08-044**

Moved by: Hutson  
Seconded by: Edmunds

**RESOLVED**, To amend the Agenda to add “Fracking” as Agenda item 7 (a).

Yes: All present (8)  
Absent: Sanzica

**MOTION CARRIED**

3. APPROVAL OF MINUTES

**Resolution # PC-2014-08-045**

Moved by: Gottlieb  
Seconded by: Schepke

**RESOLVED**, To approve the minutes of the August 12, 2014 Special/Study meeting as published.

Yes: All present (8)  
Absent: Sanzica

**MOTION CARRIED**

4. PUBLIC COMMENTS – Items not on the Agenda

Larry Keisling, 6321 Sandshores, addressed the Master Plan specifically relating to small retail developments.

5. ZONING BOARD OF APPEALS (ZBA) REPORT

Mr. Krent gave a report on the August 19, 2014 Zoning Board of Appeals meeting.

There was a discussion on allowing tolerances for dimensional variances.

6. PLANNING AND ZONING REPORT

Mr. Savidant gave an update on the proposed mixed use application for the property located on the north side of Big Beaver, east of John R (File Number PUD 008).

7. MASTER PLAN UPDATE – Maple Road Special Area Plan

Mr. Savidant said the Big Beaver area plan would be scheduled for discussion after the City conducts the Big Beaver Symposium, targeted for the beginning of October. The Big Beaver Symposium will address mobility along and across Big Beaver.

Mr. Carlisle presented and discussed the Maple Road area plan. He addressed:

- Master Plan timeline; June-Sept 2014; on schedule.
- Focus and vision.
- Existing conditions.
- Recommendations from Real Estate Forum.
- Priorities and strategies.
- Chopin Road area zoning classification.
- SmartZone and LDFA boundaries.

There was discussion on:

- Rezoning Chopin Road area parcels to Maple Road form base district classification.
- Underground waterway located east of I-75 to the Transit Center.

7. a. FRACKING

There was discussion on protecting the City from the erection of drilling equipment to recover gas or oil. Comments related to:

- Adopting regulations / Zoning Ordinance amendment.
- Passing a moratorium.
- Senate Bill No. 1026.
- Potential ancillary issues; i.e., noise, heavy equipment, contamination.

Mr. Savidant said he would schedule a meeting with appropriate City departments and the Planning Consultant.

8. PUBLIC COMMENT – Items on Current Agenda

Cynthia Wilsher, 369 E. Maple, spoke encouragingly and voiced support for the draft Maple Road area master plan. She addressed the “buzzed” environment along Maple Road with the opening of the MJR Theatre.

9. PLANNING COMMISSION COMMENT

There were general Planning Commission comments.

The Special/Study meeting of the Planning Commission adjourned at 8:35 p.m.

Respectfully submitted,



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Donald Edmunds, Chair



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Kathy L. Czarnecki, Recording Secretary

Chair Dziurman called the Regular meeting of the Building Code Board of Appeals to order at 3:00 p.m. on September 3, 2014 in the Lower Level Conference Room of the Troy City Hall.

1. ROLL CALL

Members Present:

Theodore Dziurman, Chair  
Gary Abitheira  
Teresa Brooks  
Michael Carolan  
Brian Kischnick

Support Staff Present:

Mitch Grusnick, Building Official/Code Inspector  
Allan Motzny, Assistant City Attorney  
Kathy L. Czarnecki, Recording Secretary

Also Present:

Attached and made a part hereof is the signature sheet of those present and signed in at this meeting.

2. APPROVAL OF MINUTES

Moved by: Abitheira  
Support by: Brooks

**RESOLVED**, To approve the minutes of the August 6, 2014 Regular meeting as submitted.

Yeas: All present (5)

**MOTION CARRIED**

3. HEARING OF CASES

- A. **VARIANCE REQUEST, CHRISTINA AND DOUG LISKA, 6881 SHELLDRAKE DRIVE** – This property is a double front corner lot. As such it has a required front setback along both Shell Drake and Cadmus. The petitioner is requesting a variance to install a 4 foot high metal fence in the required front setback along Cadmus where City Code limits fences to 30 inches high.

Mr. Grusnick reviewed the variance request. He reported the department received no responses to the public hearing notices.

Mr. Liska said the four foot high fence would provide better protection for their children from traffic and the drainage ditch. He said moving the fence closer to the street would allow more usable yard and play area. Mr. Liska said they were aware of the City code relating to fences on a double front corner lot prior to the purchase of their home and advised of the process to follow to request a variance.

There was discussion on:

- Sidewalks in the future, most unlikely because of existing drainage ditch.
- Neighborhood comments.
- Busy intersection.
- Type and location of the proposed fence.

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

Moved by: Abitheira  
Support by: Carolan

**RESOLVED**, To grant the variance as requested, based on the following reasons:

1. The variance does not adversely affect properties in the immediate vicinity of the proposed fence.
2. The petitioner has a hardship or practical difficulty resulting from the unusual characteristics of the property that precludes reasonable use of the property.

Yeas: All present (5)

**MOTION CARRIED**

B. **VARIANCE REQUEST, LISA SAWCHYN FOR IMAGEONE INDUSTRIES, 750 W. 14 MILE ROAD** – A variance for relief of the Sign Code to place wall signs measuring a combined total of 1423 square feet on a new building. The Sign Code limits the total combined area of all wall signs to 10% of the front area of the structure. The signage on this building is limited to 850 square feet.

Mr. Grusnick reviewed the variance request. He reported the department received no responses to the public hearing notices.

Tom Gianni of Imageone Industries, present to represent Field & Stream, addressed the request as relates to:

- Store location deep in the northeast corner of Oakland Mall.
- Store size (55,000 square feet).
- Store identification and visibility from I-75 and three facades.
- National store logo.
- Sign illumination.
- Dynamics of the high-end outdoor sports marketplace.

Mr. Gianni circulated a color rendering of the Field & Stream store.

Board members discussed:

- Potential for additional signs.
- Store location.
- Window application.
- Variances, if any, associated with former tenant.

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

Moved by: Abitheira

Support by: Carolan

**RESOLVED**, To grant the variance request, based on the following reasons:

1. The petitioner has a hardship or practical difficulty resulting from the unusual characteristics of the property that precludes reasonable use of the property.

Vote on the motion on the floor.

Yeas: All present (5)

**MOTION CARRIED**

C. **VARIANCE REQUEST, KEVIN DETERS FOR METRO DETROIT SIGNS, 200 KIRTS** – A variance to allow 218 square feet total combined area of all wall signs. The Sign Code allows a maximum total combined area of all wall signs to not exceed 10% of the area of the front face of the building. The front face of the building measures 1564 square feet; thus 156.4 square feet of wall signs is allowed.

D. **VARIANCE REQUEST, KEVIN DETERS FOR METRO DETROIT SIGNS, 50-200 KIRTS** – (a) A variance to allow 3 additional ground signs measuring 1936, 17.25 and 12 square feet, respectively. The Sign Code allows 2 ground signs per development. There are 2 ground signs currently located at the development. (b) A variance to allow a 60 foot high, 1936 square foot ground sign set back 10 feet from the right-of-way. The Sign Code limits signs set back less than 20 feet to 50 square feet and 10 feet in height.

At the request of the petitioner, the two items were discussed collectively with the understanding that the Board could vote on each item separately should it choose.

Mr. Grusnick reviewed the variance requests. He reported the department received no responses to the public hearing notices.

Paul Deters of Metro Detroit Signs was present to represent Chamberlain College of Nursing. Mr. Deters addressed the challenges for drivers to identify and find the building because of the property's unique location and surrounding mature foliage. He asked the Board's consideration to grant the variance requests for the wall sign on the south elevation over the main entrance and a third ground sign for directional purposes. Mr. Deters said the petitioner would ask the Board's consideration on the variance request for the 60 foot high ground sign at a later date.

Jamie Sinutko, Campus Dean at Chamberlain College of Nursing, shared information on the college; it's an accredited institution with a capacity of 400 nursing students offering different levels of nursing degrees. Ms. Sinutko said students would be on campus Monday through Saturday, 8 a.m. to 7 p.m.

George Adkins, Director of Campus Marketing, said the Troy campus would be the 15<sup>th</sup> location for Chamberlain. They anticipate thousands of inquiries on the Troy campus from prospective nursing students. Mr. Adkins said he was challenged himself as an out-of-towner to locate the college off of the I-75 expressway.

Mr. Deters addressed the ground sign as relates to signage for the building tenants and its location further from the entry drive. He said the property manager and property owner are receptive to relocating the mature trees in the front of the property to allow the ground sign to be more visible. Mr. Deters circulated a photograph of the mature trees.

Mr. Grusnick said removing, relocating and replanting trees on the property might require site plan approval. He advised the petitioner to contact the Planning Department for the procedure to follow.

Members discussed:

- Calculations relating to the proposed signage.
- Percentage of building capacity.
- Signage on the north façade.
- Wall signs would not be visible at the same time.
- Tenant signage.

Chair Dziurman opened the floor for public comment. No one spoke at this time.

Moved by:       Kischnick  
Support by:      Carolan

**RESOLVED**, To approve the variance requests as presented for both the wall and ground signs except for the 1936 square foot, 60' high ground sign which is to be considered separately, with the condition the existing geometric sign be removed as promised, based on the following reasons:

1. The variance would not be contrary to the public interest or general purpose and intent of Chapter 85.
2. The variance does not adversely affect properties in the immediate vicinity of the proposed sign.
3. The petitioner has a hardship or practical difficulty resulting from the unusual characteristics of the property that precludes reasonable use of the property.

Discussion on the motion on the floor.

Bill Artzberger of Lean Learning Center, 200 Kirts Blvd, voiced opposition to granting the variance requests and removing the geometric sign that identifies the entrance to their facility.

Andy Gutman of Farbman Group, representative of the building landlord, and Mr. Artzberger, exited the meeting to discuss a resolution to the tenancy signage.

Messrs. Artzberger and Gutman returned to the meeting, at which time Mr. Artzberger stated the matter has been resolved and he has no further objection to the variances as requested.

Vote on the motion on the floor.

Yeas: All present (5)

**MOTION CARRIED**

A short discussion followed on the petitioner’s remaining variance request for a 60 foot high ground sign that was not considered or approved in the foregoing resolution.

Mr. Deters stated the petitioner officially withdraws the request for a 60 foot high ground sign.

4. COMMUNICATIONS

None.

5. PUBLIC COMMENT

None.

6. MISCELLANEOUS BUSINESS

None.

7. ADJOURNMENT

The Regular meeting of the Building Code Board of Appeals adjourned at 4:02 p.m.

Respectfully submitted,

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Theodore Dziurman, Chair

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Kathy L. Czarnecki, Recording Secretary

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**Paul M Evans**

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**From:** Paul Deters <pdeters@metrodetroitsigns.com>  
**Sent:** Friday, September 05, 2014 8:39 AM  
**To:** Paul M Evans; Mitchell E Grusnick  
**Subject:** Chamberlain variance

Paul and Mitch,

I wanted to send a quick note thanking both of you for your patience and willingness to help us work through the submittal for this variance. I apologize for the numerous changes Chamberlain requested and the hoops you had to jump through to get us on the agenda. I can't think of another municipality that is as accommodating. We truly appreciate your help.

Have a great weekend.

Regards,

Paul

Paul Deters  
Metro Detroit Signs  
O (586)759-2700  
M (810)343-0074



**N. S. INTERNATIONAL, LTD.**

N.S. International, LTD.  
600 Wilshire Blvd.  
Troy, MI 48084  
P 248.251.1509

August 30, 2014

RE: Outstanding support

To whom it may concern,

N.S. International, LTD., recently purchased the old Magna building located at 600 Wilshire Blvd., in Troy Michigan. Prior to selecting this property our leadership team had the privilege of meeting with The Troy city office of Economic & Community Development, the Troy city Planning Department, the Troy city Fire Marshal's office and the officials at the Building Department from Safe-Build.

Throughout the entire process from planning to engineering thru the actual purchase and construction of this project we have been extremely pleased with the level of professionalism and customer service that each of the various departments exhibited.

N.S. International would like to express a special appreciation for the technical knowledge and expertise provided by the building inspection team at Safe-Build and the Fire Marshal inspectors that conducted numerous inspections as we turned over the building in multiple phases. Each and every inspector that we worked with on this project was courteous, professional, knowledgeable and sincerely looked out for the safety and wellbeing of N.S. International, our employees, visitors and guests along with the public in general.

With a difficult, phased, time constrained project it was truly a pleasure working with the various Troy city officials, knowing they had our best interest in mind and was committed to making this project a success. As we wrap up this project and prepare to move on to the next challenge we wanted to take a minute to look back and thank all those individuals that played such a pivotal role in helping us achieve all of our project goals.

Thank you,

A handwritten signature in black ink that reads "Joe Bleau".

Joe Bleau

Facilities Manager  
N.S. International, Ltd.  
600 Wilshire Blvd.  
Troy, Michigan 48084  
Direct (248)251-1509