



# TROY CITY COUNCIL

## REGULAR MEETING

### AGENDA

DECEMBER 15, 2014  
CONVENING AT 7:30 P.M.

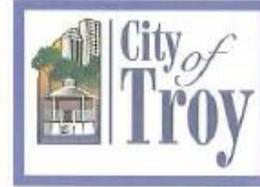
Submitted By  
The City Manager

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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**  
December 15, 2014 – 7:30 PM  
Council Chambers  
City Hall - 500 West Big Beaver  
Troy, Michigan 48084  
(248) 524-3317

**INVOCATION:** **1**

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

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

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

**APPOINTED CITY COUNCIL MEMBER CANDIDATE INTERVIEWS:** **1**

- Steve Gottlieb ..... 1
- Padma Kuppa ..... 1
- Paul McCown ..... 1
- James Peard ..... 1
- Steve Toth ..... 1
- Scott Welborn ..... 1

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

C-1 Recognition of Petco General Manager Dave Ladge and Manager Jim Maxwell  
*(Presented by: Cindy Stewart, Community Affairs Director)* 1

C-2 Trails and Tails *(Presented by: Marcus Vanderpool, Community Affairs Assistant,  
and Kurt Bovensiep, Public Works Manager)* 1

C-3 Troy's 60<sup>th</sup> Birthday Party Update *(Presented by: Cindy Stewart, Community  
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December 14, 2015 Regular Meeting..... 14

**INVOCATION:**

**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 #2014-12-  
Moved by  
Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of \_\_\_\_\_ at the Special Study and Regular City Council Meetings of December 15, 2014, due to \_\_\_\_\_.

Yes:  
No:

**APPOINTED CITY COUNCIL MEMBER CANDIDATE INTERVIEWS:**

- Steve Gottlieb
- Padma Kuppa
- Paul McCown
- James Peard
- Steve Toth
- Scott Welborn

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

- 
- C-1** Recognition of Petco General Manager Dave Ladge and Manager Jim Maxwell  
*(Presented by: Cindy Stewart, Community Affairs Director)*
- 
- C-2** Trails and Tails *(Presented by: Marcus Vanderpool, Community Affairs Assistant, and Kurt Bovensiep, Public Works Manager)*

- 
- C-3** Troy's 60<sup>th</sup> Birthday Party Update (*Presented by: Cindy Stewart, Community Affairs Director, and Loraine Campbell, Village Director*)

**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 – None; b) City Council Appointments – Building Code Board of Appeals**

**a) Mayoral Appointments: None**

**b) City Council Appointments:**

Suggested Resolution  
 Resolution #2014-12-  
 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:

**Building Code Board of Appeals**

Appointed by Council  
5 Regular Members  
5 Year Term

**Term Expires: 1/1/2020**

**Andrew Schuster**

Term currently held by: Michael Carolan

**Term Expires: 1/1/2020**

**Theodore Dziurman**

Term currently held by: Theodore Dziurman

Yes:

No:

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

**a) Mayoral Nominations:**

Suggested Resolution

Resolution #2014-12-

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	

**Planning Commission**

Appointed by Mayor  
9 Regular Members  
3 Year Term

**Current Members:**

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 3
Boudon	Frank	6/17/2016	7/31/2015	STUDENT	Requests Reappointment
Crusse	Karen	11/13/2016	12/31/2014	(BOB SCHULTZ'S UNEXPIRED TERM)	Requests Reappointment
Edmunds	Donald	11/15/2012	12/31/2016	EDC exp 4/30/3014;	Requests Reappointment
Gottlieb	Steve	11/8/2015	12/31/2016		
Hutson	Michael	9/4/2014	12/31/2015	Sust Design Rev Comm-Ad Hoc	
Krent	Thomas	9/20/2015	12/31/2016	PC Rep to ZBA exp 12/31/2013	Requests Reappointment
Sanzica	Philip	9/24/2014	12/31/2015	Alt. PC Rep on ZBA	
Schepke	Gordon	10/23/2016	12/31/2014		Requests Reappointment
Strat	Thomas	10/15/2016	12/31/2014	Sust Design Rev Comm-Ad Hoc	Requests Reappointment
Tagle	John	9/12/2014	12/31/2015		

**Nominations to the Planning Commission:**

**Term Expires: 12/31/2017**

Term currently held by: Karen Crusse

**Term Expires: 12/31/2017**

Term currently held by: Gordon Schepke

**Term Expires: 12/31/2017**

Term currently held by: Thomas Strat

**Interested Applicants:**

Last Name	First Name	App Resume Expire	Notes 2
Apahidean	Ollie	11/22/2015	
Desmond	Thomas	10/21/2016	
Huber	Robert M.	8/26/2016	STUDENT
Kaltsounis	Orestis Rusty	12/12/2015	P&R Bd exp 9/30/2015; ZBA (Alt.) exp 1/31/2015
Kaltsounis	Andrew	10/15/2016	Liquor Advisory Comm. exp 1/31/2016
Lambert	Dave	3/10/2016	ZBA exp 4/30/2014
Wilsher	Cynthia	10/9/2016	Full Disclosure mailed 10/9/2014

Yes:

No:

**b) City Council Nominations:**

Suggested Resolution

Resolution #2014-12-

Moved by

Seconded by

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

**Liquor Advisory Committee**

Appointed by Council

7 Regular Members

3 Year Term

**Current Members:**

Last Name	First Name	App Res Expire	Appointment Expire	Notes
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	7/31/2015	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	
Kaltsounis	Andrew	10/15/2016	

Yes:

No:

**I-3 No Closed Session Requested**

**I-4 Agreement with North Woodward Community Foundation (“NWCF”) for Use of Public Property for “Troy Family Daze” Festival (Introduced by: Kurt Bovensiep, Public Works Manager)**

Suggested Resolution

Resolution #2014-12-

Moved by

Seconded by

RESOLVED, That the Troy City Council **FINDS** that it is in the best interest of the City to **WAIVE** the requirement of a sealed bid procedure pursuant to Section Chapter 12. 1 of the City Charter; the Agreement for Use of Public Property for “Troy Family Daze” Festival is hereby

**APPROVED**; and the Mayor and City Clerk are **AUTHORIZED TO EXECUTE** the Agreement on behalf of the City of Troy.

BE IT FURTHER RESOLVED, That a copy of the Agreement shall be **ATTACHED** to the original Minutes of this meeting.

Yes:

No:

**J. CONSENT AGENDA:**

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

Suggested Resolution

Resolution #2014-12-

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 #2014-12-

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

- a) Special City Council Study Session Minutes-Draft – December 1, 2014
- b) City Council Minutes-Draft – December 1, 2014

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**J-3 Proposed City of Troy Proclamations:**

- a) Proclamation in Recognition and Appreciation to Petco General Manager Dave Ladge and Manager Jim Maxwell

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**J-4 Standard Purchasing Resolutions:**

- a) **Standard Purchasing Resolution 2: Sole Bidder Meeting Specifications – Street Trees**

Suggested Resolution

Resolution #2014-12-

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RESOLVED, That Troy City Council hereby **AWARDS** a contract to provide and plant bare root street trees (Proposal A) and to provide and plant ball and burlap trees (Proposal B) to *Marine City Nursery of Marine City, MI* the sole bidder meeting specifications for an estimated amount of \$40,625.00 not to exceed budgetary limitations, as detailed in the bid tabulation opened November 13, 2014, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with the contract expiring December 31 2015.

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

**b) Standard Purchasing Resolution 4: Cooperative Contract Award – Survey Equipment**

Suggested Resolution  
Resolution #2014-12-

RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase survey equipment from *Leica Geosystems of Fenton, MI* for an estimated total cost of \$89,084.00 not to exceed budgetary limitations and not to exceed the allowable equipment expenditure through the details of the SAW Grant, at unit prices contained in the quote received December 3, 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: Award to Low Bidder Meeting Specifications - Asphalt Patching Materials - Cold**

Suggested Resolution  
Resolution #2014-12-

RESOLVED, That Troy City Council hereby **AWARDS** a seasonal contract for Asphalt Patching Material – Cold Patch to the low bidder, *Cadillac Asphalt, LLC of Wixom, MI*, for an estimated total cost of \$42,000.00, at the unit price per ton contained in the bid tabulation submitted December 11, 2014, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, the cost of which shall not exceed annual budgetary limitations, with the contract expiring December 31, 2015.

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

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**J-5 City of Troy Investment Policy and Establishment of Investment Accounts**

Suggested Resolution

Resolution #2014-12-

RESOLVED, That Troy City Council hereby **APPROVES** the *Investment Policy and Establishment of Investment Accounts* as outlined in the memorandum and revised from Director of Financial Services, Thomas Darling dated December 9, 2014, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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**J-6 Bid Waiver – LED Street Lighting Fixtures**

Suggested Resolution

Resolution #2014-12-

WHEREAS, Michigan Lighting Systems East of Troy, MI is the exclusive authorized distributor for Cree LED street lamp fixtures in the State of Michigan; and

WHEREAS, The City of Troy Public Works Department personnel has conducted extensive research of LED lighting on the market and has concluded that Cree LED street lamp fixtures are superior over other comparable lighting;

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council hereby **WAIVES** formal bidding procedures and **AUTHORIZES** the City of Troy to purchase Cree LED street lamp fixtures from the exclusive authorized distributor in Michigan, *Michigan Lighting Systems East of Troy, MI* for an estimated total cost of \$59,000.00 and also approves the purchase of Cree LED street lamp fixtures from Michigan Lighting Systems East in subsequent fiscal years on an as-needed replacement basis, not to exceed budgetary limitations.

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**J-7 Renewal of Membership in the Traffic Improvement Association (TIA) of Oakland County**

Suggested Resolution

Resolution #2014-12-

RESOLVED, That Troy City Council hereby **AUTHORIZES** payment to renew the City of Troy's membership in the Traffic Improvement Association for the year 2015, in the amount of \$25,500. Funds are available in the 2014-2015 Police Department Operating Funds, Membership and Dues.

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**J-8 Amended Interlocal Agreement for Participation in the South Oakland County Crash Investigation Team (SOCCIT) with Auburn Hills Police Department, Bloomfield Township Police Department and Bloomfield Hills Police Department**

Suggested Resolution

Resolution #2014-12-

WHEREAS, Troy City Council approved resolution 2014-10-226 to allow the City of Troy to enter into an Interlocal Agreement with the Auburn Hills Police Department and the Bloomfield Township Police Department to establish the Crash Investigation Team (CIT); and

WHEREAS, The Bloomfield Hills Police Department has expressed an interest in becoming a participating agency in the Crash Investigation Team; and

WHEREAS, An Amended Interlocal Agreement will outline the purpose, responsibilities, and liability of each of the participating agencies; and

WHEREAS, There is agreement among all the existing members to change the name of CIT to the South Oakland County Crash Investigation Team (SOCCIT);

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the attached Amended Interlocal Agreement and Binder for Participation in the South Oakland County Crash Investigation Team (SOCCIT).

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Chief of Police to sign the Amended Interlocal Agreement on behalf of the City of Troy, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

**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**

---

**M-1 Council Member Fleming: Letter of Resignation**

**Resolution to Accept Council Member Fleming’s Letter of Resignation**

Suggested Resolution  
Resolution #2014-12-  
Moved by  
Seconded by

RESOLVED, That Troy City Council hereby **ACCEPTS** the resignation of Council Member Fleming.

BE IT FURTHER RESOLVED, That Troy City Council hereby **DECLARES VACANT** the City Council Member office formerly held by Wade Fleming.

Yes:

No:

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**M-2 City Council Member Appointment****Resolution to Appoint City Council Member**Suggested Resolution

Resolution #2014-12-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **APPOINTS** \_\_\_\_\_ to the vacant City Council Member office with the partial term expiring November 9, 2015.

Yes:

No:

**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-Final – November 5, 2014
- b) Planning Commission-Final – November 11, 2014
- c) Planning Commission Special/Study-Draft – November 25, 2014
- d) Planning Commission Special/Study-Final – November 25, 2014
- e) Building Code Board of Appeals-Draft – December 3, 2014

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**O-2 Department Reports:**

- a) SOCRRA Quarterly Report – October, 2014
- b) Building Department Activity Report – November, 2014

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**O-3 Letters of Appreciation:**

- a) To Mayor and Council from Mary Costakes Regarding Excellent Service from the Planning and Building Departments
- b) To Mayor Slater from Ralph Klumpp Regarding Citizens Police Academy

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

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**O-5 Road Commission for Oakland County Update Regarding Winter Maintenance Agreement Increase**

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**O-6 Letter Recognizing Rebecca Sorensen, UBS Senior VP, Being Named the “Top 100 Women Financial Advisors” in the US by Financial Times**

**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. CLOSED SESSION:**

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**Q-1 No Closed Session**

**R. ADJOURNMENT:**

Respectfully submitted,

A handwritten signature in black ink, appearing to read "B. Kischnick". The signature is written in a cursive style with a horizontal line through the middle.

Brian Kischnick, City Manager

**FUTURE CITY COUNCIL PUBLIC HEARINGS:**

**PROPOSED SPECIAL CITY COUNCIL MEETINGS AND STUDY SESSIONS:**

**SCHEDULED SPECIAL CITY COUNCIL MEETINGS:**

January 12, 2015.....2014 Big Beaver Move Across Troy Symposium Findings  
 February 9, 2015 ..... Automation Alley Tour and Update  
 April 27, 2015 ..... Budget Special Study Session  
 April 29, 2015 ..... Budget Special Study Session

**2015 SCHEDULED REGULAR CITY COUNCIL MEETINGS:**

January 12, 2015..... Regular Meeting  
 January 26, 2015..... Regular Meeting  
 February 9, 2015 ..... Regular Meeting  
 February 23, 2015 ..... Regular Meeting/Liquor Violation Hearings  
 March 9, 2015 ..... Regular Meeting/Liquor Violation Hearings  
 March 23, 2015 ..... Regular Meeting  
 April 13, 2015 ..... Regular Meeting  
 April 20, 2015 ..... Regular Meeting  
 May 11, 2015..... Regular Meeting  
 May 18, 2015..... Regular Meeting  
 June 8, 2015 ..... Regular Meeting  
 Jun 22, 2015 ..... Regular Meeting  
 July 6, 2015 ..... Regular Meeting  
 July 20, 2015 ..... Regular Meeting  
 August 10, 2015 ..... Regular Meeting  
 August 24, 2015 ..... Regular Meeting  
 September 14, 2015..... Regular Meeting  
 September 28, 2015..... Regular Meeting  
 October 12, 2015..... Regular Meeting  
 October 26, 2015..... Regular Meeting  
 November 9, 2015 ..... Regular Meeting  
 November 23, 2015..... Regular Meeting  
 December 7, 2015 ..... Regular Meeting  
 December 14, 2015..... Regular Meeting

**PROCLAMATION IN RECOGNITION AND APPRECIATION  
TO DAVE LADGE AND JIM MAXWELL**

**WHEREAS**, The Mayor and City Council of the City of Troy, express their appreciation to **Petco General Manager Dave Ladge and Manager Jim Maxwell**, in recognition of their assistance and dedication to their customers, and

**WHEREAS**, On a November morning, while shopping at the Troy Petco at 1217 Coolidge Road, Troy resident Vivian Aylesworth dropped an envelope containing a large sum of money; and

**WHEREAS**, **Petco Manager Jim Maxwell** found the envelope and turned it over to **General Manager Dave Ladge**. The only information on the envelope was the name of a specific cat food; and

**WHEREAS**, **Dave** was determined to find out who the money belonged to so he started investigating based on the cat food brand written on the envelope. He checked the Petco records to find out what customers had purchased this cat food at Petco recently. A charge receipt from the day the envelope was found and another one a few weeks ago led Dave to customer Amy Dickerson, Vivian's daughter; and

**WHEREAS**, **Dave** was able to return the money to Vivian, a very grateful Petco customer; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and City Council express the City's appreciation and recognition to **Petco General Manager Dave Ladge and Manager Jim Maxwell** for finding a customer's envelope of cash, taking the time to find out who the money belonged to and returning it to its rightful owner; and

**BE IT THEREFORE RESOLVED THAT**, the Mayor and City Council congratulate **Dave Ladge and Jim Maxwell** for being conscientious, honest and dedicated **Petco** employees.

Presented this 15<sup>th</sup> day of December 2014.



## **Documentation**

December 15, 2014

### City of Troy 2007 - 2012 Parks and Recreation Plan

**“Trails for Walking/Biking”** is the number one priority for future recreational facilities based on resident input.

**“Dog Park”** was the fourth most popular response, with approximately 19% of respondents listing it as their first, second or third choice.

### City of Troy 2014 - 2019 Parks and Recreation Plan

According to the data, **there is a high demand for trails and pathways**, a desire that has remained consistent since the development of the 2007-2012 Parks and Recreation Master Plan. A parks and recreation survey conducted in 2005 for the 2007-2012 Master Plan rated **trails and pathways as the most desired recreational amenity by Troy residents**. The information gathered for current Plan illustrates a trend in the desire for trails and pathways.

Based on the responses to questions 2, 3, and 8 of the public survey in addition to the feedback generated by the public input session, **development of “multi-purpose trails and pathways” are the number one recreation priority for Troy residents moving forward**. Trails and pathways was the most frequent response in terms of amenity used (Q #2) among survey respondents.

Furthermore, **52.3% of respondents rated “Developing a City-wide system of pathways & trails for walking and biking” as “very important”** (Q #8), the second highest number of responses only to “Maintaining existing recreation programs. Only 9% of respondents believed that developing a pathways and trails system was “not important.”

During public engagement, there was **significant support for the development of a dog park**. In response to desired recreation facilities (Q #3), **“Dog Park” received the second highest number of responses for “First Choice”** (121).

2014/2015

# TOP 11 STRATEGIES

# 8

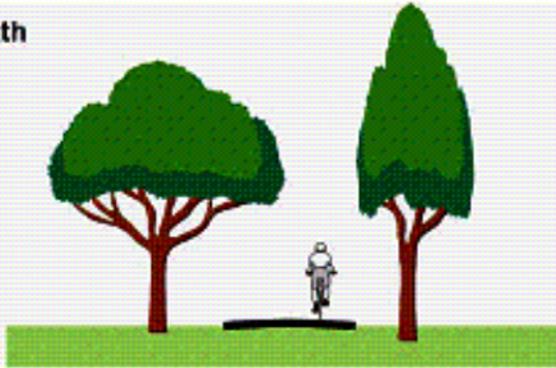
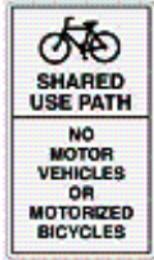
Update and identify funding for the Pathways and Trails Plan

City Council and staff identified their Top 11 Strategies for 2014 and 2015. Number eight on this list was to "update and identify funding for the Pathways and Trails Plan".



# Proposed Trail Route Classifications

## Shared Use Path



## Class I: Bike Path

Provides a completely separate pathway exclusive for bicycles and pedestrians

## Bike Route Signed Shared Roadway

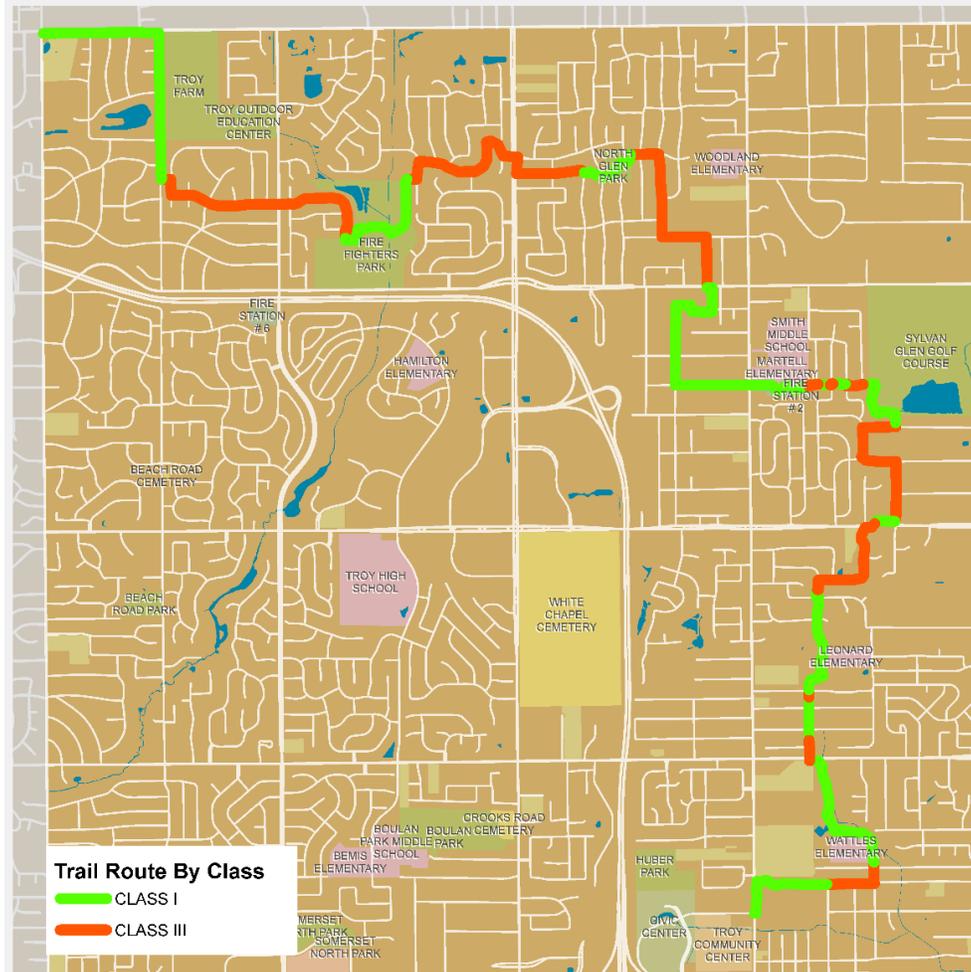


Bike Route Sign



## Class III: Bike Route

Provides for shared use with pedestrian or motor vehicle traffic



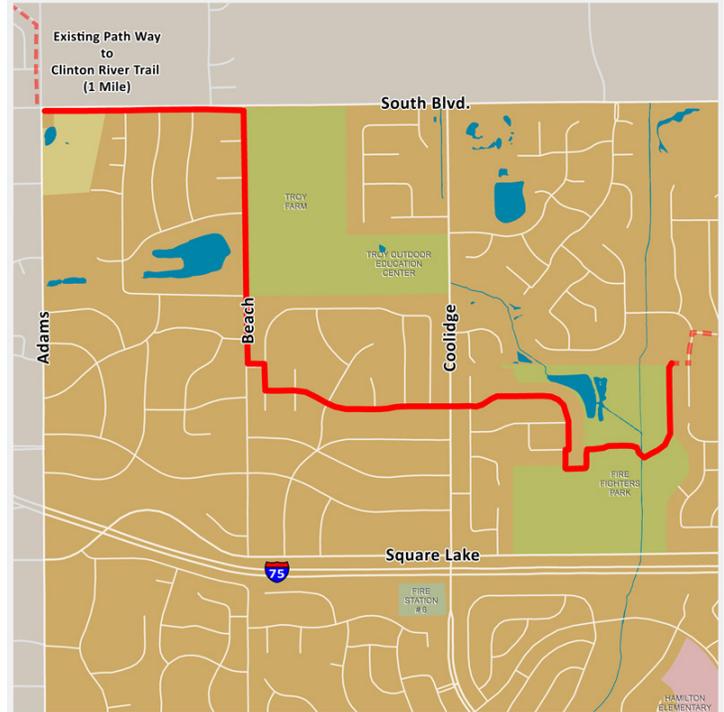
# Trail Route Segments

## Segment 1

### *Firefighters Park to Clinton River Trail*

Provides trail way to closest connection point to Clinton River Trail.

Provides direct route with minimum navigation through subdivisions.

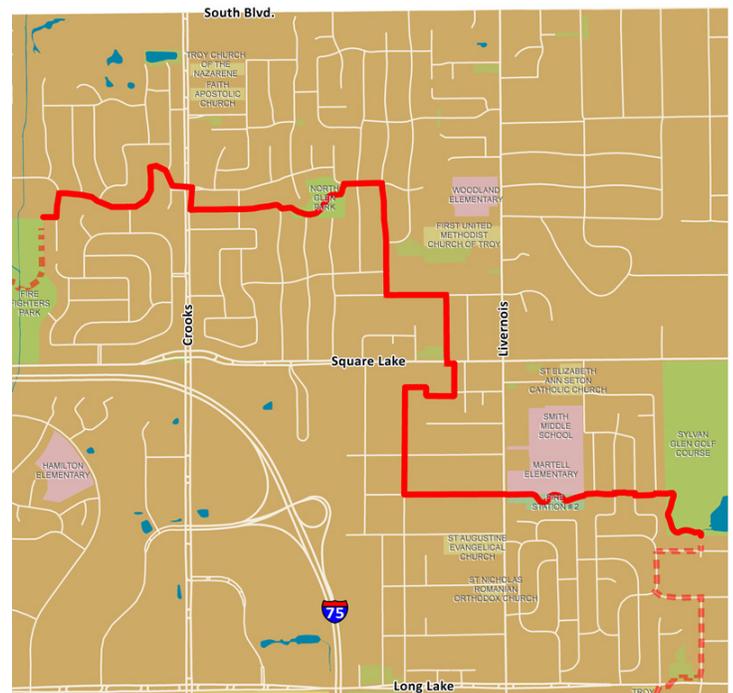


## Segment 2

### *Sylvan Glen Park to Firefighters Park*

Utilizes 2 large city owned parcels (North Glen Park & the rear portion of Fire Station 2)

Connects two of Troy's largest parks which are rich in natural amenities.



# Trail Route Segments

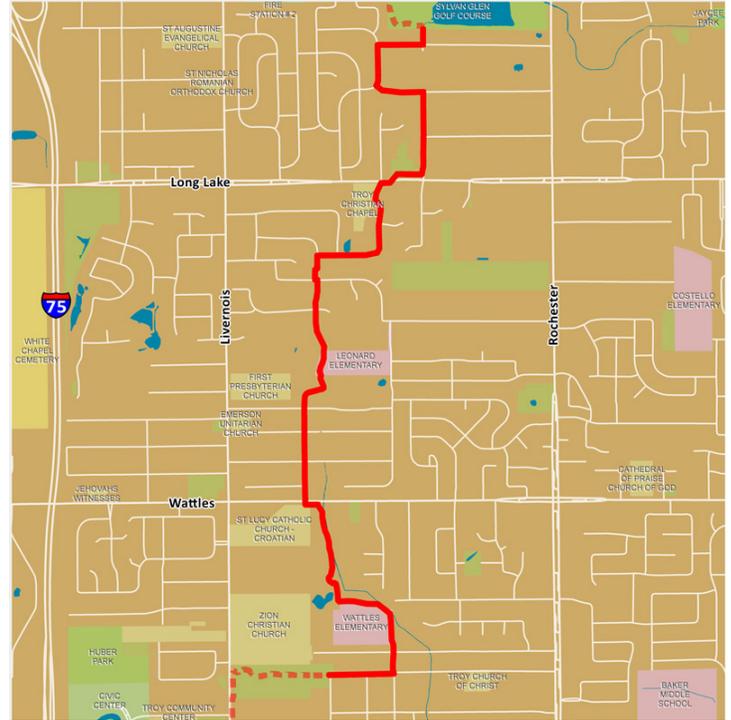
## Segment 3

### *Proposed Dog Park to Sylvan Glen Park*

Transverses some of the largest and most natural existing landscapes founds within Troy.

A direct north/south route, with minimum way finding and navigation through subdivisions.

Uses one of the more under utilized but natural feature rich parks within Troy.



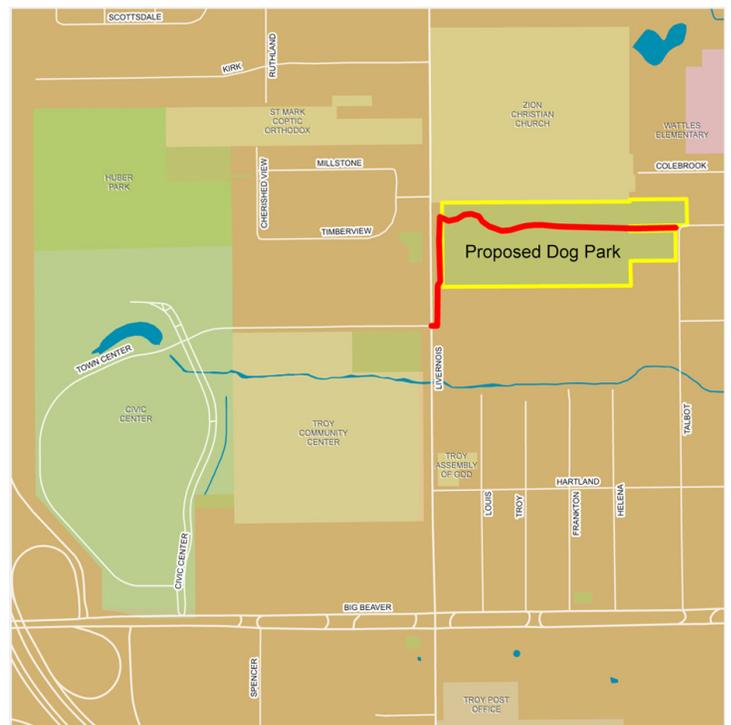
## Segment 4

### *City Hall to Proposed Dog Park*

Provides connectivity to City Hall, which has been a long standing request

In line with new pedestrian oriented design efforts taking place along Big Beaver corridor.

Easily accomplished





**Trails & Pathways Preliminary Cost Estimates**

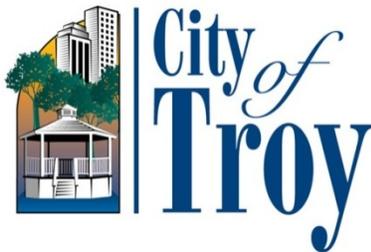
<b>Item</b>	<b>Estimated Cost</b>
Forested Land (Forestry + Paved Trail)	\$750,000
Roadway (Pavement Marking Only)	\$50,000
New Sidewalk (10' + Marking)	\$150,000
Open Land (Trail + Marking)	\$1,200,000
Wetlands ( Elevated boardwalk w/ railing)	\$800,000
<b>Preliminary Estimated Total</b>	<b>\$2,950,000</b>

**Dog Park Preliminary Cost Estimates**

<b>Item</b>	<b>Estimated Cost</b>
Earthwork	\$15,000
Pavement for Parking Lot & Walkways	\$162,000
Fencing/Double Gated Entry (North)	\$80,000
Fencing/Double Gated Entry (South)	\$70,000
<b>Preliminary Estimated Total</b>	<b>\$327,000</b>

**City of Troy Capital Improvement Plan (CIP) Contribution**

<b>Year</b>	<b>City of Troy (20%)</b>	<b>External (80%)</b>	<b>Total</b>
2014/2015	\$42,000	\$168,000	\$210,000
2015/2016	\$20,000	\$80,000	\$100,000
2016/2017	\$14,000	\$56,000	\$70,000
<b>Total</b>	<b>\$76,000</b>	<b>\$304,000</b>	<b>\$380,000</b>



DATE: December 15, 2014

TO: Honorable Mayor and City Council

FROM: Cindy Stewart, Community Affairs Director  
Sehrish Salah-Ud-Din, Assistant to the City Manager  
Loraine Campbell, Historic Village Executive Director

SUBJECT: Troy's 60<sup>th</sup> Anniversary – 1955 - 2015

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### **History**

2015 marks the 60<sup>th</sup> anniversary of Troy's incorporation as a City. Long before it was the site of shopping centers, corporate headquarters, colleges and universities, Troy was a humble pioneer settlement comprised of farms and small knots of buildings at simple crossroads known as Troy Corners, Big Beaver, and Halsey Corners.

Norman Barnard, the last Township Supervisor, helped orchestrate the plan for Troy to become a home rule city. Barnard and others were concerned about initiatives by neighboring cities to annex township land to their municipalities. In March of 1955, these men quietly circulated petitions supporting incorporation and filed them with the Oakland County Clerk before Royal Oak could file another annexation request.

On June 7, 1955, the Township residents overwhelmingly approved the proposal to incorporate and elected a Charter Commission which included Norman Barnard, Frank Costello, Roy Duncan, George Ford, Ernest Gray, Fred Hildebrandt, Elmer Lowe, Wesley Smith and Clifton Truesdell.

On December 12, 1955, Troy voters approved the charter by a slim margin of 86 votes. Also elected that day were Mayor Frank Costello, City Commissioners Roy Duncan, George Ford, Ernest Gray, Donald Lance, Elmer Lowe, and George Yeokum, Associate Judge Deville Mason, and Judge Charles Losey.

Troy rapidly changed since 1955. Hallmarks of the City of Troy's growth included its Infrastructure, the I-75 corridor and the Master Site Plan. Within 30 years, rural Troy Corners was transformed into the City of Troy, a modern suburban community strategically located along planned elbow curves in Interstate 75. Gleaming corporate headquarters, gracious homes, and elegant stores quickly replaced the clusters of clapboard structures.

## **Present & Future**

Today, Troy is a distinctive city with unique attributes that make it one of the most sought after communities in southeast Michigan for business and residents alike. In order to keep Troy Michigan's premier address for business, retail and commerce as well as a destination for residents and visitors alike, the City has developed many new program initiatives to keep pace with the ever changing times and to remain attractive and viable to residents and businesses.

These programs include Creating an Environment for Investment, Move Across Troy, Fifteen for 15, the NEXT Professional Development Program, inTeraCTion Troy (every.one.counts), Vision Collision (a powerful exchange of ideas with Rochester Hills), the new Master Plan, Troy Roads Rock, One Stop Ready (Best Practices - 5 days for residential permits and 10 days for commercial permits).

The newly opened Troy Transit Center also increases our community's connectedness. As an important regional hub, it will strengthen existing transportation options in the metro Detroit area. With the opening of the Troy Transit Center there will be more connections to other transportation modes and a welcoming all-weather place for Amtrak passengers.

Looking ahead to Troy's future, we envision connecting businesses with an increase in the use of data, communicating a consistent brand identity, improving public facing technology, making City Hall more user-friendly.

We will be hosting a number of programs and activities for our residents throughout 2015 to celebrate Troy's 60<sup>th</sup> anniversary. These will take place at City hall, the Troy Community Center, Troy Public Library, Troy Historic Village, Lloyd A. Stage Nature Center, as well as in Troy's parks.

Mini exhibits are being created for City Hall, Library, Fire Department, Police Department, Community Center, Historic Village and Nature Center to tell their stories; along with 365 stories and weekly public service announcements related to Troy's history and Troy's movers and shakers over its 60 year history.

Our big 60<sup>th</sup> Birthday Party is scheduled for Saturday, June 20 at Boulan Park. The event will include food, birthday cake, games and activities for all ages, music representing all decades from 1955 to the present and a drive-in movie.

Please see the attached timeline of a series of events that will take place throughout the year celebrating Troy's 60<sup>th</sup> Birthday.

# Troy's 60<sup>th</sup> Birthday

## 60th Birthday Party 6/20

Birthday Presentation  
to Council  
**12/15**

Welcome Back,  
American Beaver  
*Nature Center*  
**1/22**

Troy Recreation  
Birthday Party  
**3/7**

Police Open House  
**5/16**

Circus Comes  
to Troy  
*Historic Village*  
**8/8, 8/22**

Family Night Out  
Birthday Bash  
*Community Center*  
**12/12**

DEC. '14

JANUARY

MARCH

MAY

JUNE

AUGUST

OCTOBER

DECEMBER

Kickoff Dog  
Park Fundraiser  
**January**

Happy Birthday Barbie!  
*Library*  
**3/28**

Police Memorial Day  
**5/14**

Vintage Baseball  
Game  
*Community Center Fields*  
**6/13**

Fire Open House  
**10/28**

*City Incorporated*  
**6/13/55**

*City Charter  
Adopted*  
**12/12/55**



## CITY COUNCIL AGENDA ITEM

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Date: December 12, 2014

To: Troy City Council Members

From: Brian Kischnick, City Manager  
Lori Grigg Bluhm, City Attorney  
Kurt Bovensiepe, Public Works Manager  
Susan M. Lancaster, Assistant City Attorney

Subject: Agreement with North Woodward Community Foundation ("NWCF") for Use of Public Property for "Troy Family Daze" Festival

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### **History**

The City of Troy hosted and sponsored a family festival known as Troy Daze from the period of 1968 to 2009. The event was well attended and served the purpose of bring Troy residents together with their families and friends to enjoy various outdoor family oriented activities. The Troy Daze festival was terminated after 2009 due to the economic down turn during which funding was not available to provide police, fire and other municipal services for the festival.

In 2011, the North Woodward Community Foundation ("NWCF"), a non-profit corporation organized and presented a carnival-type event title the "Troy Family Daze" festival. From 2011 to 2014, the Troy Family Daze festival was held on private property at the Zion Christian Church. The festival included many similar activities that had previously been available to the public during the Troy Daze festival, including, a naturalization ceremony for new citizen, booths for organization to display materials and, of course, rides, games and food.

At the July 21, 2014 study session, the City Administration presented a request from NWCF to allow the festival to move the Troy Family Daze festival to City owned property. NWCF would organize, present and take full responsibility for the festival and pay the City of Troy a flat fee for the cost of use of the property. By consensus, City Council directed City Administration to enter into negotiations with NWCF to hold the event on Civic Center property.

The attached Agreement with North Woodward Community Foundation for the Use of Public Property for "Troy Daze Family" Festival is the result of negotiations between the administrative staff, the City Attorney's Office and representatives from NWCF.



## CITY COUNCIL AGENDA ITEM

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### **Purchasing**

Due to the unique character of a carnival-type festival and based on NWCF's past experience in organizing and presenting such a festival in the City of Troy, it is in the best interest of the City of Troy to waive the requirement of a sealed bid procedure pursuant to Section 12.1 of the City Charter and enter into this Agreement. NWCF is aware of the right of referendum set out in Section 12.3 of the City Charter.

### **Financial**

The City of Troy will receive a yearly fee of \$10,000.00 for use of the property for the eleven (11) days during which the festival will be prepared, presented and cleaned-up. There is also a yearly increase which to the CPI not to exceed 2% for the use of the property over the eight (8) year period of the agreement. This fee will offset the City's administrative expenses.

### **Recommendation**

The City Administration recommends approval of a Resolution approving the Agreement and allowing the Mayor and City Clerk to execute the Agreement on behalf of the City of Troy.

**AGREEMENT FOR USE OF PUBLIC PROPERTY**  
**FOR "TROY FAMILY DAZE" FESTIVAL**

THIS AGREEMENT entered into on December \_\_\_\_, 2014, between the CITY OF TROY, a Michigan Municipal Corporation, 500 W. Big Beaver, Troy, Michigan, hereinafter referred to as the "CITY", and North Woodward Community Foundation, a Michigan Non-Profit Corporation and fiscal sponsor of the donor advised fund indentified as the Community Events Fund d/b/a Troy Family Daze, 1120 E. Long Lake Road, Suite 205, Troy, Michigan 48085, hereinafter referred to as "NWCF", also referred to individually as "Party" or collectively referred to as the "Parties".

WITNESSETH:

CITY has a longstanding policy of promoting a better sense of community, good will, and enjoyment of its residents, by providing events, such as a family festival, to achieve such goals.

Due to the unique character of a festival event and the need to enlist the service of a company that has developed a process of competently organizing all the many subcontractors, vendors, employees and volunteers needed for such an event, and due to the past performance of the non-profit NWCF in running private family festivals which are well received by Troy residents and their families and friends, City Council determines that it is in the best interest of the public to waive the requirement for a sealed bid procedure pursuant to Section 12.1 of the Troy Charter and enter into this Agreement with NWCF.

As such, CITY is granting to NWCF the exclusive privilege and right of conducting on CITY property an annual family carnival-type event, hereinafter referred

to as “Festival”, including, but not limited to, carnival rides, games of chance, animals, entertainment, the sale of food and beverages, including alcoholic beverages but only as set out in this Agreement, entertainment, sales booths and other activities related to a family Festival presented for the enjoyment of the residents of the City of Troy and their friends and relatives.

CITY and NORTH WOODWARD agree as follows:

**1. EFFECTIVE DATE, TERM OF AGREEMENT AND RENEWAL.**

This Agreement shall become effective on December \_\_\_\_\_, 2014 and terminate on November 1, 2022, unless terminated under the provisions of Section 29. Within one hundred and twenty (120) days prior to the end of the term of this Agreement, NWCF shall notify the CITY if it desires to extend the Term of this Agreement. Within 90 days of NWCF’s notification of its desire extend the Term of this Agreement, Troy City Council may at its option renew this Agreement for a specific period of time under the same terms and conditions as set out in this Agreement, or as otherwise amended by written agreement between the Parties. If City Council takes no action on NWCF’s notification within 90 days as set out above, the Agreement is terminated.

**2. APPROVAL OF ACTIVITIES.**

Within thirty (30) days prior to the Festival, NWCF shall provide the City Manager or his/her designee with the following information regarding participants in the Festival: a list of all carnival rides and operator’s/owner’s names and addresses; a list of all operator’s/owner’s names and address who will provide games of chance or prize booths; a list of all names and addresses of food and/or beverage vendors; a list of all

names of vendor's/owner's that will provide alcoholic beverage service and a copy of the provider(s)' liquor license. The City Manager or his/her designee has the discretion to reject any rides, games, food and/or beverage vendors, and/or vendors/owners that intend to provide alcoholic beverage services upon showing of good cause. At the request of NWCF, the City will give a written good cause explanation, describing why it is rejecting the rides, games and/or activity. Good cause shall be defined as "a showing that the offending party poses a particularized concern for the general welfare, safety, and/or peace and order of the Festival or its attendees. If there are any deletions and/or additions to its pre-Festival list, NWCF shall present an amended list consistent with this paragraph no later than ten (10) days before the first day the Festival is open to the public.

### **3. REIMBURSEMENT FEE**

NWCF agrees to pay to the CITY a flat fee of \$10,000.00 for each year of the term, and payment will be tendered within 30 days after close of the Festival to compensate CITY for NWCF's use of the Property identified in Exhibit 1. After the 2015 Festival, each yearly fee shall be increase from the previous year by the Consumer Price Index ("CPI") for the Greater Metropolitan Detroit area, as long as the CPI increase does not exceed 2% per year. Each year by June 1, NWCF shall provide to the City Manager's Troy Daze Executive Committee appointee a copy of its annual financial statements for the previous fiscal year.

### **4. USE OF PUBLIC PROPERTY AND FESTIVAL SITE.**

NWCF shall be restricted for each yearly Festival to that Property owned by CITY as designated on the site map attached hereto as Exhibit 1. Alteration of the site

perimeter, attached as Exhibit 1, may be made administratively by the City Manager or his/her designee. Any such administrative alteration of the perimeter of the site shall be presented to NWCF within one-hundred eighty (180) days of the scheduled start of the annual Festival.

**5. DATES OF USE OF PUBLIC PROPERTY.**

NWCF shall be given use of the Property as set out in Section 4 for four (4) days of the Festival activities plus five (5) days before the Festival to be used for the preparation for the Festival and two (2) days after the Festival for clean-up and removal of rides and/or exhibits (the "Possession Period").

The Festival activities shall take place each year on the second week-end after Labor Day which are the following dates during the Term of this Agreement:

2015	September 17, 18, 19, 20
2016	September 15, 16, 17, 18
2017	September 14, 15, 16, 17
2018	September 13, 14, 15, 16
2019	September 12, 13, 14, 15
2020	September 17, 18, 19, 20
2021	September 16, 17, 18, 19
2022	September 15, 16, 17, 18

**6. HOURS OF FESTIVAL AND HOURS FOR SET UP.**

The hours of operation for Festival days shall be 7:00 a.m. to 9:00 p.m. if held on a Sunday through and including Thursday and 7:00 a.m. to 11:00 p.m. on Friday and Saturday.

NWCF may allow its employees, volunteers, vendors and subcontractors to set up or take down necessary rides and equipment before and after the Festival during overnight hours. NWCF agrees that all such activities shall comply with the City's Code of Ordinances, including but not limited to Chapter 88, Nuisance, which controls noise

violations and litter, and other nuisance issues. If required, special work permits will be obtained from the City prior set up and take down activities being performed during overnight hours. Any deviation from this schedule shall be approved in writing by the City Manager or his/her designee.

**7. SITE PLAN LAYOUT INCLUDING PARKING PLAN, ACCESS AND LIGHTING.**

NWCF shall submit a site plan layout showing spacing and arrangement of rides, vendors, booths, storage areas, stages, game areas, children play areas, food/beverage facilities (with a designation as to locations where alcohol may be served) and tents and/or booths, restroom facilities or Port-a-Johns, displays of any animals, areas of entertainment, and all other activity areas whether or not open to the public. The site plan shall indicate all areas which are available for parking use by the public, including grass areas. If a private property owner has given approval for use of property for parking during the Festival days and hours, a written letter from the owner of the property indicating the approval and dates and hours of approval must be submitted with the site plan.

The site plan shall provide details for lighting and lighting fixtures. The site plan shall indicate all public access into the Festival and whether or not those accesses will be gated or manned. The City Manager or his/her designee shall review the site plan to ensure adequate emergency ingress/egress for Fire, Police and emergency personal and for the purpose of reducing potential fire and/or health hazards. NWCF shall submit the site plan layout at least sixty (60) days prior to the Festival's first day open to the public. If acceptable, the City Manager or his/her designee shall approve the site plan in writing. Prior to written site plan approval, NWCF shall not erect, place or locate any

carnival rides or other types of structures which cannot be easily removed from the property.

#### **8. EQUIPMENT AND PERSONNEL.**

NWCF shall provide at its own costs and be responsible for all personnel to staff and service events and/or activities. NWCF shall be responsible and provide all necessary personal property and/or equipment, including, but not limited to, carnival rides, games of chance, booths, entertainment, food and beverage tents, seating, parking attendants, gate keepers, ticket production and distribution, advertising, signage, fencing, and all other necessary equipment and supplies.

CITY has the absolute right to require NWCF to remove personnel and/or equipment or property from the site upon showing of good cause. Good cause shall be defined as “a showing that the offending personnel and/or equipment poses a particularized concern for the general welfare, safety, and/or peace and order of the Festival, or its attendees.

#### **9. FIRE/POLICE DEPARTMENTS INSPECTIONS AND WEATHER OR EMERGENCY CONTINGENCY PLANS**

NWCF shall present a written contingency plan for emergency situations such as a fire, severe weather and/or major public disruption or terrorist attack. The contingency plan shall be submitted each year to the CITY at least sixty (60) days prior to the opening date of the yearly Festival. After the contingency plans have been submitted, NWCF will meet with representatives of the CITY’S Fire and Department and Police Department to discuss implementation of the contingency plan and revisions, if necessary. The Fire Department and Police Department shall give final written approval of the contingency plan.

**10. APPEARANCE/TRASH, FOOD VENDORS AND PRICING.**

NWCF shall be responsible at its own costs for providing and setting up a sufficient number of trash receptacles. NWCF shall be responsible and pay all costs for keeping the Property and designated parking areas 100 feet from the Festival site free from debris from items associated with the Festival. NWCF shall ensure that all vendors have obtained the necessary inspections and approvals required for food preparation and serving of the public in compliance with all CITY ordinances, state law, and applicable health standards.

Menu items and prices shall be decided by NWCF with consideration of the CITY resident population it will be serving, keeping in mind that CITY is allowing use of public property on behalf of its residents. Pricing shall not be cost prohibitive and NWCF shall use reasonable efforts to offer a variety of food items in an effort to accommodate different ethnic backgrounds.

**11. NWCF PERSONNEL.**

NWCF shall provide appropriate badges and/or identifying “volunteer” shirts for its employees, volunteers, agents and representatives. NWCF is responsible for all wages, benefits or any other condition of employment and acknowledges that its employees, agents, volunteers, representatives and sub-contractor employees have no employment relationship with the CITY. The CITY shall have the right to mandate that NWCF remove an employee, vendor employee or contract employee from the Festival for indecent, disruptive and/or inappropriate behavior.

**12. SPECIAL BOOTHS AND AREAS AND NATURALIZATION CEREMONY.**

CITY shall be allowed a booth whether manned or unmanned by the CITY for display of CITY related materials and/or activities at no cost to CITY. NWCF shall have no responsibility to monitor, secure materials, guard, and/or man the City booth at any time. Additionally, NWCF shall designate a reasonable amount of space (no less than 250 square feet) for political groups on a “first come, first served “ basis.

NWCF agrees to designate an area, and accommodate a naturalization ceremony for each Festival year, subject to requirements of Homeland Security, and/or U.S. Citizenship and Immigrations Services and/or other requirements. NWCF agrees to allow enough time for participants to complete the ceremony and clear the area without being discourteous to participants.

### **13. ADVERTISING AND USE OF LOGOS.**

The Festival shall be known as “Troy Family Daze” and NWCF grants the City of Troy a limited license to use “Troy Family Daze” as the name of the Festival during the term of this Agreement. The CITY, at its option and sole expense, may advertise the Festival. The City shall include NWCF’s brand and logos and must state “Troy Family Daze is a fiscally sponsored fund of the North Woodward Community Foundation” in all advertisements, press releases, and websites. NWCF will supply samples of suggested advertisements, website, and Facebook link. CITY shall have the sole discretion to decide what advertising it will use, what publications and/or websites it will use and when it will publish the advertisement.

NWCF is prohibited from using any CITY logos which have previously appeared on CITY publications, websites and/or documents without the approval of the CITY, and

to the extent that it should choose to advertise the Festival on its own and in addition to any City's advertisement.

**14. FIREWORKS.**

If NWCF intends to present a fireworks display as part of the Festival, it shall submit an application for a fireworks permit to the Troy Fire Department in accordance with Chapter 93. NWCF shall submit a Certificate of Insurance for the fireworks display naming the CITY as an additional insured for the activity. In lieu of a separate Certificate of Insurance, the fireworks display activity can be included in the Certificate of Insurance which meets the standards set out in Section 21. The Troy Fire Department shall review the permit and certificate of insurance to determine if revisions are necessary. If no revisions are necessary, the Fire Department shall recommend that Troy City Council approve the permit.

The Fire Department shall be present at a location to be determined by that Department at all approved firework displays for emergency standby purposes, at no further costs to NWCF.

**15. LIQUOR LICENSE, SERVING OF ALCOHOL AND LIQUOR LAW VIOLATIONS**

NWCF shall require that any of its vendors/organizations apply for and acquire an appropriate State of Michigan liquor license/permit for the Festival and provide to CITY a list of all names of vendors/organizations that will provide alcoholic beverage service and a copy of provider(s)' liquor license. To the extent that NWCF chooses (in its sole discretion) to allow the sale and consumption of alcohol within a specified area of the Festival, NWCF shall ensure that all vendors, contract employees, and/or

employees serving alcoholic beverages on the public property site shall be TIPS and/or TAMS trained and shall only serve alcoholic beverages within the guidelines of the State of Michigan liquor laws. The CITY may request that any person who violates the liquor laws be terminated and/or removed from the premises by NWCF.

CITY shall not be liable for any costs for the applications and liquor licenses/permits required by the Michigan Liquor Control Commission (“MLCC”). NWCF Employees/Vendors serving alcoholic beverages shall do so in compliance with the State of Michigan liquor laws and guidelines as set forth by the MLCC.

NWCF agrees to assume full and total responsibility for all sanctions and/or penalties assessed for violations of the Michigan Liquor Control Commission’s Administrative Rules and Regulations and/or federal, state, or local laws concerning the sale/serving of alcohol at the Festival site, based on the actions or inactions of the NWCF employees, volunteers, vendors, agents and/or representatives who sell/serve alcohol.

NWCF shall ensure that no alcoholic liquor is served at times prohibited by State statute. NWCF shall not serve or allow alcoholic beverages outside of that allowed by the MLCC licensee/permit and/or outside of the area perimeter designated on Exhibit 1.

NWCF agrees to indemnify and hold the CITY harmless from any and all claims arising out of the sale of alcoholic beverages by the NCWF, its employees, its vendors, its agents and/or its representatives which occurred on CITY Property as designated on Exhibit 1 and/or which is sold by its employees, its vendors, its agents and/or its representatives on CITY property as designated on Exhibit 1 and carried beyond the perimeter of that Property.

CITY views liquor license violations by vendors/organizations as serious health, safety and welfare issues. Depending on the number and/or type of violation(s) of State and/or City liquor laws on the Festival Property, City may terminate this Agreement pursuant to Paragraph 29.

#### **16. SECURITY.**

NCWF shall be responsible at its own costs for providing security guards licensed by the State of Michigan while the Festival is open to the Public. In addition, NWCF shall be responsible for annually securing the Property 24 hours per day beginning from the first hours of set up and continuing until all property has been removed from the site. CITY assumes no liability and/or responsibility for any personnel, property, equipment, materials, documents or any other items kept on the CITY owned property during this time.

Consistent with the normal duties, CITY personnel, including but not limited to the City Manager or his/her designee, police, fire personnel, Department of Public Works personnel, building inspectors, code enforcement officers, and agents of those personnel, shall at all times have access to the Property without further permission from NWCF. Except for Troy Police personnel, all other City personnel accessing the Property in their official capacities must check in at the headquarters trailer, and wear identifying name badges, or in another way identify themselves as City personnel to NWCF's satisfaction.

#### **17. CLEAN-UP AND RESTORATION OF PROPERTY.**

Within two (2) days after the last date of each yearly Festival, NWCF shall properly remove or have removed from the Property all structures, rides, tents, booths,

trash receptacles, Port a Johns, litter, debris and other items to return the Property to the substantially same condition that existed prior to each Festival. Each year, at least thirty (30) days before possession of the Property, NWCF shall post a cash or surety bond in the amount of \$5,000 to insure prompt and thorough clean up. If clean-up is not completed within two (2) days of the last date of the Festival to the CITY'S satisfaction, CITY shall clean-up the Property and invoice NWCF at the City's customary rates. Prior to City commencing clean up, City shall provide a list of items that are at issue, and conduct a walk-through with NWCF representatives, showing the exact areas of concern, and provide NWCF 48 hours to correct any issues. CITY will send a billing for clean-up within ten (10) days after completion of the clean up. If NWCF has posted a surety bond, it shall then have thirty (30) days from the date of the billing to pay the City directly. If payment is not received within thirty (30) days, CITY shall submit the billing to the surety bond holder for payment. If NWCF choses to deposit a cash bond, CITY shall deduct the cost of the clean-up from the cash bond. If the clean-up cost more than the cash bond, NWCF shall be billed for the additional amount. NWCF shall have ten (10) days to pay the additional clean-up costs. If the NWCF should post a cash bond and upon clean-up, there are no further costs, and/or there is an excess amount, then that amount shall be returned NWCF, within 21 days of completion of the clean-up.

The Troy City Manager or his designee shall have the discretion to extend the deadline date for clean-up and removal of items under this Section 17 if the reason for the failure to clean-up or remove items is, in the sole opinion of the City Manager or his/her designee, not the fault of NWCF. In such case, a new clean-up and removal deadline will be given in writing to NWCF.

## **18. FESTIVAL RULES, GUIDELINES AND POLICIES.**

NCWF is a privately held event and not City sponsored, and therefore NCWF has adopted Festival rules, guidelines and/or policies, which are attached and incorporated as Exhibit 2. Any changes to these rules, guidelines and/or policies shall be sent to the City Manager or his/her designee immediately after the revision(s). The City Manager or his/her designee shall have the right to object to any amended rule, guideline and/or policy. The Parties shall discuss and reach a reasonable resolution regarding the CITY's objections.

## **19. APPOINTMENT OF CITY REPRESENTATIVE TO BOARD.**

At all times this Agreement is in effect, NWCF shall allow the Troy City Manager to appoint a representative from CITY to the Troy Family Daze Executive Committee and this designee shall be afforded all rights and responsibilities of any other Troy Family Daze Executive Committee member. Any NCWF objections to the City Manager's appointment shall be presented to the City Manger by NWCF's Executive Director for discussion and consideration. Failure to allow the Troy City Manager to make such an appointment to the Executive Committee shall be considered a material breach of this Agreement and, in its sole discretion, CITY may terminate this Agreement as set out in Section 29.

## **21. INSURANCE REQUIREMENTS.**

NWCF shall carry general liability insurance, automobile insurance, workers' compensation insurance, liquor liability coverage (if liquor is available on site), employers' liability insurance, and fireworks display insurance (if applicable, as set out in Section 14), for any actions, claims, liability or damages caused to others arising out

of the performance of this Agreement in the amount of at least \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate, which shall be on an appropriate Accord or ISO B form. The CITY shall be named as an additional insured on the required general liability, liquor liability and fireworks display policies, using the following wording: "CITY of Troy, all elected and appointed officials, all employees and volunteers, those working as agents or on behalf of the CITY, boards, commissions and/or authorities, or board members, employees, and volunteers additional insured."

Cancellation or lapse of the insurance shall be considered a material breach of this Agreement and the Agreement shall become null and void unless NWCF immediately provides proof of renewal of continuous coverage for the Possession Period to the CITY. All insurance carriers shall be licensed and admitted to do business in the State of Michigan and acceptable to the CITY. Proof of insurance meeting these requirements shall be provided to the CITY ten (10) days before Possession of the Property.

NWCF is responsible for any deductibles to any of the policies. NWCF shall furnish three (3) complete copies of the acceptable Certificates of Insurance ten (10) days prior to Possession of the Property.

## **22. INDEMNIFICATION AND HOLD HARMLESS.**

To the fullest extent permitted by law, NWCF agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the CITY, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the CITY, its

elected and appointed officials, employees, volunteers or others working on behalf of the CITY, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the execution of activities by NWCF or its employees, representatives, agents, or subcontractors, as outlined in this Agreement or as relating to or resulting from those activities.

CITY agrees to defend, pay on behalf of, indemnify, and hold harmless NWCF and its appointed officials, directors, members, trustees, employees and volunteers and others working on behalf of the NWCF and Troy Family Daze, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against them by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of claims of gross negligence actions of the CITY or City Personnel.

### **23. FOLLOW-UP MEETING AND PRESENTATION.**

NWCF shall meet with the City Manager and/or his/her designee(s) each November after the Festival to discuss the overall community feedback, positive events and future challenges relating to the Festival so that the Parties may work together to continue to improve the experience for Festival attendees. Topics for documentation and discussion could include but not be limited to, attendance, operational outcomes, possible personal injury and/or property damage claims, and traffic, parking and security issues. Discussions should include topics of how to solve any perceived problems for the following year's Festival. If requested by the City Manager, a member of NWCF and

a member of the Troy Family Daze Executive Board shall appear before Troy City Council to give a presentation of outcomes of the Festival on topics agreed to by the Parties in advance of the Meeting. The date for the City Council presentation shall be agreed upon by the Parties.

**24. NO ARREARS FOR TAXES.**

NWCF shall not be in arrears for any taxes invoiced by or payments due to any governmental entity.

**25. DUTY TO NOTIFY AND COOPERATE.**

NWCF and the CITY shall provide notice to each other within three (3) days of the receipt of any claim for damages or injuries related to the performance of the Agreement or the use of CITY property. The parties shall cooperate with the defense of any claims subject to the indemnification provisions of Section 22. Copies of all damage or accident reports submitted to insurance companies by NWCF dealing with any damage or accident that may occur during an event must also be sent to the CITY within three (3) days of the incident.

**26. ASSIGNMENT OF AGREEMENT OR LIQUOR LICENSES.**

NWCF shall have no authority or power to assign, sublet and/or transfer any rights, privileges or interests under this Agreement without prior written consent from the CITY. NWCF and/or its designated Vendor, shall not assign, sublet and/or transfer any rights in any liquor license obtained in accordance with this Agreement without prior written consent from the CITY.

**27. INDEPENDENT CONTRACTOR.**

NWCF acknowledges that it is an independent contractor with no authority to bind the CITY to any contracts or agreements, written or oral.

**28. NOTICE.**

All written notices to be given under this Agreement shall be via first class mail to the other party at its last known address set forth herein.

**29. EARLY TERMINATION.**

Both Parties reserve the right to terminate this Agreement with by providing the other with one hundred eighty (180) days written notice prior to the start of the Possession Period of the next upcoming annual Festival. It is recognized by the parties that there is a right of referendum that is set forth in the Troy City Charter, Section 12.3. A timely filed referendum petition that results in an ultimate vote requiring an early termination of the Agreement excuses the requirement for 180 days advance notification. The termination may be with or without cause. There shall be no penalty for early termination to either Party except NWCF shall remain responsible for any outstanding amounts due to the CITY for prior years, as set out in Section 3 or Section 17 without further liability to either party. Any financial losses resulting from cancellation of preplanned activities and/or events or contracts with NWCF's employees, vendors, agents, representatives and subcontractors shall be the sole responsibility of NWCF.

**30. NON-COMPETITION**

During the term of this Agreement, the CITY agrees that it will not directly or indirectly:

- a. Utilize, hire, or solicit for hire, any employees, vendors, and/or volunteers, for purposes of the City or putting on, hosting, or allowing a City Festival similar in scope (i.e. having a carnival, midway and rides) within the City of Troy.

CITY understands and acknowledges that the above covenant is required for the fair and reasonable protection of NWCF's charitable efforts, and that violation of any of the covenants and agreements contained in this Agreement would cause NWCF and/or Troy Family Daze irreparable injury and that the remedy at law for any violation or threatened violation thereof would be inadequate, and that NWCF and/or Troy Family Daze shall be entitled to temporary and permanent injunctive relief or other equitable relief, including specific performance, without the necessity of proving actual damages.

**31. FREEDOM OF INFORMATION ACT REQUESTS.**

As part of this Agreement, CITY may be voluntarily provided certain Confidential, proprietary, and trade secret information relating to NWCF and Troy Family Daze for purposes of further developing the policies and future Festivals, as described above.

Any documents or other materials defined as Confidential in this Section in CITY'S possession may be subject to release under the Federal or Michigan Freedom of Information Act ("FOIA") unless expressly exempt therefrom. CITY has a FOIA policy in place concerning review and release of documents in its possession. FOIA requires release of documents within 5 days of the receipt of the request unless a 10 day extension is exercised by the CITY. CITY in its sole discretion shall make the determination as to whether documents in its possession and provided by NWCF must be released under FOIA. CITY agrees to give NWCF a copy of a FOIA request for such documents as soon as possible after receipt by the CITY. This will allow NWCF an opportunity to obtain an immediate preliminary injunction to prevent release of the requested documents. If NWCF obtains a preliminary injunction and any resulting

litigation results in a judgment against CITY, NWCF will indemnify and hold the CITY harmless for that judgment, including, any attorney fees and costs incurred by CITY.

**32. COMPLIANCE WITH LAWS.**

NWCF agrees that (1) all rides and mechanical devices shall be inspected and permitted by the Michigan Department of Labor-Ride Safety Division; (2) all food concessions shall be inspected and licensed by the Oakland County Health Department; and, NWCF shall at all times be in compliance with all federal and state statutes and local ordinances and with all Oakland County Health Department licensing requirements, rules and regulations. The serving of alcoholic beverages will be in full compliance with State of Michigan Liquor Laws.

**33. NON-DISCRIMINATION.**

NWCF shall not discriminate in the hiring of any employees, vendors and/or subcontractors or in the use of the CITY property by patrons, directly or indirectly on the basis of age, race, color, religion, national origin, sex, height, weight, disability, sexual orientation, familial relationship, political orientation or any other illegal basis.

**34. SEVERABILITY.**

If any court, agency, commission, legislative body or other authority of competent jurisdiction declares invalid, illegal or unenforceable any portion of this Agreement or its application to any person, that decision shall not affect the validity of the remaining portions of this Agreement.

**35. ENTIRE AGREEMENT; AMENDMENT; WAIVER.**

This Agreement is and shall be deemed to be the complete and final expression of the agreement between the Parties as to the matters contained in and related to

this Agreement and supersedes any previous understandings, dealing and communications, including negotiations, discussions, representations, warranties, information, documents and agreements, among the parties pertaining to such matters. This Agreement shall not be modified or amended except pursuant to a written agreement signed by both Parties unless otherwise set out in this Agreement. Any waiver of any Party's rights or obligations under this Agreement must be in writing and must be signed by the Party against which such waiver is to be enforced. Neither Party's failure to exercise a right or to invoke a remedy in any particular circumstance shall be construed as a waiver of such right or remedy, and no waiver by either Party of any right or remedy in one situation shall constitute a waiver of such Party's rights or remedies in any other subsequent situation, whether similar or not.

**36. GOVERNING LAW AND JURISDICTION.**

This Agreement is made in and shall be governed by the laws of the State of Michigan. Any lawsuits under this Agreement shall be filed in the Oakland County Circuit Court, Michigan.

**37. HEADINGS.**

Pronouns and relative words herein used shall be read interchangeably in the masculine, feminine or neuter, singular or plural as the respective case may be.

**38. AUTHORITY TO EXECUTE**

By execution of this Agreement, the respective parties acknowledge that each has executed this Agreement with full and complete authority to do so.

**WITNESS:**

\_\_\_\_\_

**NORTH WOODWARD COMMUNITY  
FOUNDATION,**

A Michigan Non-Profit  
Corporation,

\_\_\_\_\_  
By: Thomas Kaszubski  
Its: Executive Director

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_

**CITY OF TROY,**

By \_\_\_\_\_  
Dane Slater, Mayor

By \_\_\_\_\_  
Aileen Bittner, City Clerk



624 0 312 624 Feet



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

Exhibit 1

## **TROY FAMILY DAZE FESTIVAL CODE OF CONDUCT FOR ATTENDEES**

Attendees are expected to be courteous toward other attendees and follow the rules and regulations.

**The following actions are prohibited and may result in ejection and/or legal prosecution:**

- 1) Violation of any law or Ordinance.
- 2) Children under 12 years of age must be supervised at all times. If staff finds children without proper supervision the procedures listed below will be followed:
  - a. Immediately try to locate the parent.
  - b. Find a designated area where the child can be watched and attempt to phone the parents.
  - c. The City of Troy Police will be called for children left after the close of business or if parents cannot be located.
- 3) Possession or use of any controlled or intoxicating substance, being under the influence of any controlled or intoxicating substance. People under the influence of, or in possession of alcohol, drugs or other controlled substances, will not be allowed on the property and will be reported to police for further investigation.
- 4) Possession or use of any firearms, knives or any other weapons within the Festival Perimeter will not be allowed and will be reported to police for further investigation.
- 5) Vulgar, obscene, abusive, derogatory, taunting or demeaning comments, behavior or gestures.
- 6) Destructive or dangerous behavior towards people, equipment or facilities (including fighting)
- 7) Theft, attempted theft, taking control over or possessing another person's property without their permission, destruction or damages to another person's property.
- 8) Climbing, jumping or other inappropriate use of rides, games, tables, tents, or any other equipment.
- 9) Unwanted or inappropriate physical touching of another person.
- 10) Abuse of, harassment of, or failure to obey lawful direction of staff
- 11) Dogs or other pets (except if leading the blind or by special permission)
- 12) Use of open flames such as candles, sterno can, etc.
- 13) Bicycles
- 14) In-line skating (including shoe/skate combinations) and skateboards.
- 15) Use of the Festival grounds for monetary gain by outside agencies that have not paid a Troy Family Daze Festival booth fee.
- 16) Loitering on the Festival grounds

**Patrons who violate the rules or code of conduct may be immediately ejected from the Festival grounds by security.**

**Illegal behavior will immediately result in action by a Troy Police Officer.**

**A. CALL TO ORDER:**

A Special Study Meeting of the Troy City Council was held on Monday, December 1, 2014, at City Hall, 500 W. Big Beaver Rd. Mayor Slater called the meeting to order at 6:13 PM.

**B. ROLL CALL:**

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

**C. DISCUSSION ITEMS:**

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**C-1 City of Troy Proclamation Presented to Steven Yeun**

**There was a consensus of all City Council Members to amend the Special Meeting Agenda to allow a proclamation to be presented to Steven Yeun.**

The Meeting **RECESSED** at 6:22 PM.

The Meeting **RECONVENED** at 6:27 PM.

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**C-2 Review Applications for City Council Appointment**

Mayor Slater asked City Manager Kischnick to begin the discussion.

Mayor Pro Tem Campbell provided his candidate choices: Padma Kuppa, David Derigiotis, James Peard, Steve Gottlieb, Scott Welborn

Council Member Hodorek provided her candidate choices: Padma Kuppa, Nicole Tennenhouse, Steve Gottlieb, Joann Gurley, James Peard

Council Member Pennington provided his candidate choices: Steve Gottlieb, Paul McCown, Padma Kuppa, Steve Toth, Scott Welborn

Council Member Henderson provided his candidate choices: Paul McCown, Steve Gottlieb, Steve Toth, Mathew Moses, James O'Donnell

Mayor Slater provided his candidate choices: Padma Kuppa, Steve Gottlieb, James Peard, Steve Toth, Paul McCown

City Manager Kischnick read the candidate choices provided by Council Member Tietz: David Derigiotis, Paul McCown, Steve Gottlieb, Steve Toth, Scott Welborn

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Name	# of Hands Raised	Action
Derigiotis	2	
Tennenhouse	1	
Gurley	1	
Moses	1	
Kuppa	4	Invited for interview
Peard	3	Invited for interview
Gottlieb	6	Invited for interview
Welborn	3	Invited for interview
McCown	4	Invited for interview
Toth	4	Invited for interview

There was a consensus of Council to offer interviews to the top 6 candidates.

Mayor Slater explained that each Council Member is to submit one question to the City Clerk by Monday, December 8, 2014. The questions will be confidential and distributed to Council Members prior to the interviews at the Regular Meeting on Monday, December 15, 2014. Candidates will be sequestered in the Council Boardroom during the interviews.

**D. PUBLIC COMMENT:** No Public Comment was received.

**E. ADJOURNMENT:**

The Meeting **ADJOURNED** at 6:36 PM.

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Mayor Dane Slater

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M. Aileen Bittner, CMC  
City Clerk

Pastor Doug Schmidt from Woodside Bible Church 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, December 1, 2014, at City Hall, 500 W. Big Beaver Rd. Mayor Slater called the meeting to order at 7:30 PM.

## B. ROLL CALL:

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

- b) Excuse Absent Council Members:

Resolution #2014-12-155

Moved by Slater

Seconded by Campbell

RESOLVED, That Troy City Council hereby **EXCUSES** the absences of Council Member Tietz due to illness and Council Member Fleming due to being out of the county at the Special Study and Regular City Council Meetings of December 1, 2014.

Yes: Slater, Campbell, Henderson, Hodorek, Pennington

No: None

Absent: Fleming, Tietz

## MOTION CARRIED

## C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

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**C-1** Troy Firefighter of the Year Presentation (*Presented by: William Nelson, Fire Chief*)

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**C-2** Troy Roads Rock – Recognition of Outstanding Service (*Presented by: Brian Kischnick, City Manager*)

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**C-3** GFOA Awards (*Presented by: Thomas Darling, Director of Financial Services*)

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**C-4** Audit Presentation (*Presented by: Thomas Darling, Director of Financial Services*)

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**C-5** Recognition of the Employees' Retirement System Board of Trustees (*Presented by: Mayor Dane Slater*)

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**C-6** 15 for Fifteen (*Presented by: Sehrish Salah-Ud-Din, Assistant to the City Manager and Andrew Opalewski, Marketing Coordinator*)

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**D. CARRYOVER ITEMS:**

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**D-1** No Carryover Items

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**E. PUBLIC HEARINGS:**

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**E-1** Re-programming Community Development Block Grant (CDBG) Program Year 2013 Funds (*Introduced by: Kurt Bovensiep, Public Works Manager*)

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The Mayor opened the Public Hearing for public comment.

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

Resolution #2014-12-156

Moved by Pennington

Seconded by Campbell

WHEREAS, The City Council of the City of Troy, after conclusion of a Public Hearing on this date, December 1, 2014 has determined that program year 2013 unexpended funds of \$107,174.00 from the Parks-Recreation Facilities account should be re-programmed to the Museum Buildings account in order to remove architectural barriers by retrofitting current entrances and exits with ADA compliant concrete ramps at the General Store and the old Township Hall;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **AUTHORIZES** City Administration to re-program funds from program year 2013 to the Museum Buildings account in order to complete the architectural barriers project at the Troy Historic Village providing ADA compliant accessibility to the General Store and the old Township Hall.

Yes: Campbell, Henderson, Hodorek, Pennington, Slater

No: None

Absent: Fleming, Tietz

**MOTION CARRIED**

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

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

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**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 – Building Code Board of Appeals, Liquor Advisory Committee**

**a) Mayoral Nominations:**

*City Council took no action on this Item.*

**b) City Council Nominations:**

Resolution #2014-12-157  
Moved by Campbell  
Seconded by Henderson

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:

**[Building Code Board of Appeals](#)**

Appointed by Council  
5 Regular Members  
5 Year Term

**Nominations to the Building Code Board of Appeals:**

**Term Expires: 1/1/2020**

**Andrew Schuster**

Term currently held by: Michael Carolan

**Term Expires: 1/1/2020**

**Theodore Dziurman**

Term currently held by: Theodore Dziurman

Yes: Henderson, Hodorek, Pennington, Slater  
No: None  
Absent: Tietz, Fleming

**MOTION CARRIED**

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**I-3 No Closed Session Requested**

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**I-4 Amendments to the Troy City Code, Chapter 93, Fire Prevention (Introduced by: William Nelson, Fire Chief)**

Resolution #2014-12-158

Moved by Henderson

Seconded by Hodorek

RESOLVED, That Chapter 93, Fire Prevention, of the Code of the City of Troy, as amended, is hereby **ADOPTED** as recommended by the City Management. A copy of this ordinance shall be **ATTACHED** to the original Minutes of this meeting.

Yes: Hodorek, Pennington, Slater, Campbell, Henderson

No: None

Absent: Tietz, Fleming

**MOTION CARRIED**

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**I-5 Amendments to the Troy City Code, Chapter 3, Administrative Service (Introduced by: William Nelson, Fire Chief)**

Resolution #2014-12-159

Moved by Pennington

Seconded by Campbell

RESOLVED, That Chapter 3, Administrative Service, of the Code of the City of Troy, as amended, is hereby **ADOPTED** as recommended by the City Management. A copy of this ordinance shall be **ATTACHED** to the original Minutes of this meeting.

Yes: Pennington, Slater, Campbell, Henderson, Hodorek

No: None

Absent: Tietz, Fleming

**MOTION CARRIED**

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**J. CONSENT AGENDA:**

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

Resolution #2014-12-160

Moved by Campbell

Seconded by Henderson

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

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Yes: Slater, Campbell, Henderson, Hodorek, Pennington  
No: Fleming, Tietz

**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**

Resolution #2014-12-160-J-2

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

- a) Special City Council Study Session Minutes-Draft – November 24, 2014
- b) City Council Minutes-Draft – November 24, 2014

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

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**J-4 Standard Purchasing Resolutions: None Submitted**

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**J-5 Traffic Committee Recommendations and Minutes – November 19, 2014**

Resolution #2014-12-160-J-5

**8. Request for NO LEFT TURN Sign – Northfield Parkway, Northbound at the Main Entrance to Troy High School**

RESOLVED, That a NO LEFT TURN sign is **APPROVED** for northbound Northfield Parkway which would prohibit left turns to the main entrance at Troy High School during the hours of 7:00 AM to 7:30 AM, school days only, with school bus traffic exempt.

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**J-6 Cost Participation Agreement with RCOC – Right-of-Way Dequindre Road, Long Lake to Auburn**

Resolution #2014-12-160-J-6

RESOLVED, That the Cost Participation Agreement between the City of Troy and the Board of Road Commissioners for Oakland County for the Dequindre Road, north of Long Lake Road to north of Auburn Road is hereby **APPROVED** at an estimated cost of \$141,120 to the City of Troy, and 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.

**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:**

Richard Peters	Spoke about his application submitted for City Council appointment.
Nicolas Cherasaro	Invited City Council to see Kris Anne Hall speak at the following dates/times/locations: December 2, 2014 at 7:00 PM at the American Polish Cultural Center, 2975 E. Maple Road, Troy, MI 48083, to discuss Troy Area Tea Party: Genealogy; December 3, 2014 at 7:00 PM at Shields Pizza, 1476 W. Maple Rd., Troy, MI 48084, to discuss the 4 <sup>th</sup> Amendment; and on December 4, 2014 at 7:00 PM at Bloomfield Township Hall, 4200 Telegraph Road, Bloomfield Hills, MI 48302, to discuss State Sovereignty.

**M. COUNCIL REFERRALS:**

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

**M-1 No Council Referrals Advanced**

**N. COUNCIL COMMENTS:**

**N-1 Council Comments Advanced**

Mayor Slater announced that a proclamation was presented to Steven Yeun at the Special Study Meeting. Mr. Yeun, a Troy High School alumni, currently stars the series The Walking Dead.

**O. REPORTS:**

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

- a) Traffic Committee Minutes-Final – September 17, 2014
- b) Planning Commission-Draft – November 11, 2014  
Noted and Filed

**O-2 Department Reports:**

- a) Public Opinions Survey for Troy Residents
- b) Comprehensive Annual Financial Report (CAFR) for the Year Ended June 30, 2014
- c) Popular Annual Financial Report (PAFR) for the Year Ended June 30, 2014  
Noted and Filed

**O-3 Letters of Appreciation: None Submitted**

**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. CLOSED SESSION:**

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**Q-1** No Closed Session

**R. ADJOURNMENT:**

The Meeting **ADJOURNED** at 8:47 PM.

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Mayor Dane Slater

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M. Aileen Bittner, CMC  
City Clerk



# CITY COUNCIL AGENDA ITEM

Date: December 2, 2014

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager  
 Timothy L. Richnak, Public Works Director  
 Kurt Bovensiepe, Public Works Manager

Subject: Standard Purchasing Resolution 2: Sole Bidder Meeting Specifications – Street Trees

**History**

The Parks Division is responsible for the maintenance of the City’s urban forest. This responsibility includes making additions to the urban forest through a tree planting program. Developers of new homes are assessed a fee for the City to provide the new home with tree(s). The number of trees provided is dictated by the total frontage of the home. The Parks Division is also responsible for the esthetics of the City’s medians, which includes the consideration of landscaping through tree installation.

The City of Troy identified the need of creating shaded areas along Big Beaver through the Big Beaver Symposium discussion. Jim Schultz, Transportation Planning Manager with the Michigan Department of Transportation (MDOT) appropriated funds through MDOT to assist the City of Troy to improve the walkability along Big Beaver. A portion of these funds combined with the matching City funds will be used to plant balled and burlap trees on the medians along the Right-of-Way of Big Beaver Road.

**Purchasing**

On November 13, 2014, a bid opening was conducted as required by City Charter and Code for Tree Planting. 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. One (1) bid response was received. Below is a detailed summary of potential vendors for both bid opportunities:

<b>Companies notified via MITN</b>	75
Troy Companies notified via MITN	3
Troy Companies notified Active email Notification	3
Troy Companies notified Active Free	0
<b>Companies that viewed the bid</b>	16
Troy Companies that viewed the bid	0

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

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

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

**Inactive MITN member** status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of

After reviewing the bid proposal Marine City Nursery Company was the sole bidder meeting specifications for Proposal A-the Purchase and Installation of Bare Root Trees and for Proposal B- the Purchase of Balled and Burlap Trees and is being recommended for both proposals.



## CITY COUNCIL AGENDA ITEM

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### **Financial**

Funds for both proposals are available in the Parks Division Operating Budget.

<b>Account #</b>	<b>Account Name</b>	<b>Current Available Funds</b>
101.751.30.775.7740.010	Major Tree Planting/Operating Supplies General	\$2,000
101.751.30.778.7740.120	Local Tree Planting/Operating Supplies Trees	\$19,328

### **Recommendation**

City management recommends awarding a contract to purchase and have installed bare rooted trees (Proposal A) and the purchase and installation of balled and burlap trees (Proposal B) to the sole bidder meeting specifications; *Marine City Nursery Company of Marine City, MI* for an estimated total cost of \$40,625.00 at unit prices contained in the bid tabulation opened November 13, 2014 not to exceed budgetary limitations. The award is contingent upon the contractors' submission of properly executed bid documents including insurance certificates, and all other specified requirements.

Opening Date -- 11/13/2014  
 Date Reviewed -- 11/13/2014

CITY OF TROY  
 BID TABULATION  
 STREET TREES - FALL 2014

VENDOR NAME:	<b>Marine City Nursery Co.</b>	
	<b>Marine City, MI</b>	
CHECK #:	#24029078	
	\$1,000.00	

**PROPOSAL: To Provide and plant for the City of Troy Bare Root Street Trees and Ball and Burlap Trees in accordance with the bid specifications.**

<b>PROPOSAL A:</b> Cost for the purchase and planting of 150 Bare Root trees. Price Per Planted Tree:	<b>\$175.00</b>	
<b>Proposal A Total Cost:</b>	<b>\$26,250.00</b>	
<b>PROPOSAL B:</b> Cost for the purchase and planting of 50 Ball/Burlap trees. Price Per Planted Ginko Tree (25)	<b>\$575.00</b>	
	3" Ginkos	
Price Per Planted Osage Orange Tree (25)	<b>No Bid</b>	
<b>Proposal B Total Cost:</b>	<b>\$14,375.00</b>	
<b>Proposal A and B Total Cost:</b>	<b>\$40,625.00</b>	

**FALL 2014**

LIST OF NINE TREE TYPES:	Yes or No	Yes	
	How many listed:	Nine (9)	
CONTACT INFORMATION:	Hrs of Operation	Monday - Friday	
		8:00am - 5:00pm	
	24 HR Phone Number	810 765-5533	
STATEMENT OF GUARANTEE:		As Specified	
INSURANCE:	Can meet	Yes	
	Cannot meet		
PAYMENT TERMS:		Net 30 Days	
DELIVERY:		As Specified	
EXCEPTIONS:		4"-6"Ginkos are not available; bid 3" Ginkos. Osage Orange not available.	
ACKNOWLEDGEMENT: Signed	Yes or No	Yes	
Forms (5)	Yes or No	Yes	

**Bold Type Indicates Sole Bidder.**

**ATTEST:**  
Susan Riesterer  
Ashely E. Levin  
 \_\_\_\_\_

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



## CITY COUNCIL AGENDA ITEM

Date: December 9, 2014

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager  
 Timothy L. Richnak, Public Works Director  
 Kurt Bovensiep, Public Works Manager  
 Steven Vandette, City Engineer

Subject: Standard Purchasing Resolution 4: Cooperative Contract Award – Survey Equipment

### History

- City Council authorized staff to apply for a Stormwater Asset Management and Wastewater (SAW) Grant on November 25, 2013; of which the City of Troy was a successful recipient. (Resolution # 2013-11-193-J-7)
- On November 24, 2014, City Council authorized City staff to use the current consulting contract with Hubbell, Roth, and Clark, Inc. (HRC) to administer the grant tasks. (Resolution # 2014-11-154-J-11)
- These tasks include a comprehensive field inventory and inspection of the city's drains infrastructure.
- This data will be integrated into the City's Geographic Information System (GIS) and create a Stormwater Asset Management Plan.
- The SAW Grant provides the City with an opportunity to use eligible funds to purchase new survey equipment to complete the comprehensive field inventory.
- The survey equipment will be stored at the City of Troy's Engineering Department and HRC will use the equipment only while working on City of Troy tasks.
- The City of Troy's Engineering Department will retain the equipment afterwards and ongoing to be used as part of the City's normal operations, which include continuing to survey storm and sanitary infrastructure.
- The new equipment will allow the City to collect more accurate data, which provides the City of Troy Engineering Department the opportunity to trade in 12 year old survey equipment.

### Purchasing

- Leica Geosystems, Inc. of Fenton, MI is the awarded low bidder from the State of Michigan – MiDEAL Program – Contract #071B2200303.
- Leica Geosystems, Inc. provides a 20% discount off the list price of all survey products through MiDeal.

### Financial

Funds for the purchase of the equipment are budgeted and available in the following capital account:

Account #	Account Name	Current Available Funds
401.447.516.7989.143026	Public Works SAW Grant- Storm Sewer	\$403,408.01

### Recommendation

City management requests authorization to purchase survey equipment as detailed in the attached quote from *Leica Geosystems, Inc., of Fenton, MI* through the State of Michigan MiDEAL Program Contract #071B2200303 for an estimated total cost of \$89,084.00.

# Equipment Proposal

City of Troy  
 500 West Big Beaver Road  
 Troy, Michigan 48084  
 Telephone: (248) 524-3315  
 Facsimile: (248) 524-1838  
 Contact: George Ballard, P.S.

Leica Geosystems, Inc.  
 10880 Ridge View Trail  
 Fenton, Michigan 48430  
 Facsimile: (810) 714-3180  
 Cell: (313) 670-3395  
[Rick.Sauve@Leicaus.com](mailto:Rick.Sauve@Leicaus.com)

3-Dec-14

## TS15I 3" R400 Reflectorless Robotic Total Station Package & Qty 2 GNSS Receivers

PN	Equipment Description	Qty	Price	Extended
780875	TS15I , 3" R400 Total Station with Powersearch Automatic Target Recognition Total Station, 1 Keyboard, Laser Plummet, Standard Applications, User Manual & Carrying Case, Color Touch Screen including 781346 - Imaging License	1	32,780.00	32,780.00
779481	GTS34, 2nd Keyboard for TS15	0	750.00	-
781305	TS SmartWorx Viva Liscense Key	1	700.00	700.00
777509	GDF322 Pro Tribrach with optical plummet, pale green	1	495.00	495.00
733270	GEB221, Li-ion battery, 4Ah, rechargeable -	3	180.00	540.00
439038	GEV71, 2m, Car Battery Cable connects to any 12v Battery	1	235.00	235.00
409678	GEV52, Cable, Connects TPS to GEV71 Cable	1	150.00	150.00
394752	GST120-9 Geodetic Tripod	1	350.00	350.00
6004907	One Year Firmware Upgrades TS15P 5" R400 & CS15 <b>Robotic Equipment</b>	2	975.00	1,950.00
788853	RH16 Radio Handle with integrated Radio	1	1,650.00	1,650.00
639985	GRZ4 360 deg. Prism	1	990.00	990.00
754389	GLS12F, 2m, Telescopic Pole (feet graduation) locking	1	300.00	300.00
767879	GHT62 Pole Holder base plate for CS15	2	60.00	120.00
767880	GHT63 Clamp arrangement for attaching GHT62 to pole	2	100.00	200.00
791696	GVP660 Small Sized Rhard Container for TPS Robotic System <b>CS15 Field Controller, SmartWorx Viva Software and Accessories</b>	1	250.00	250.00
810856	CS 15 Field Controller, Win CE , Full VGA, Touch Display	2	4,450.00	8,900.00
788855	CTR16 Radio Cap for Robitic Controller	1	950.00	950.00
781486	Imaging Licensing Code for Robotic Controller (TS15 I)	1	50.00	
767856	MSD1000 Industrial Grade SD Memory Cards 1 GB	2	200.00	400.00
767874	CBC01 Lemo Connector module with Power Jack & USB Host	2	150.00	300.00
772806	GEB212 Lithium Ion Battery 7.4v / 2.6 Ah	4	130.00	520.00
767909	SmartWorxs Viva Liscence Key <b>Additional CS15 Applications</b>	2	700.00	1,400.00
767927	CS Traverse	2	200.00	400.00
767915	CS Reference Line	2	200.00	400.00
767921	CS Road Runner - Road Staking Application	0	950.00	-
777645	CS Road Runner - Importer <b>Smart Charger (to maintain Lithium battery health)</b>	0	included	
799187	GKL341 4 Bay Multi Charger <b>GS14 GNSS MSRN Receiver</b>	2	750.00	1,500.00
6008450	GS14 3.75G & UHF Professional Antenna includes: GPS L1 & L2	2	10,840.00	21,680.00

	<b>GLONASS</b>			
	<b>DGPS</b>			
	<b>RTK Unlimited</b>			
	<b>Network RTK</b>			
	<b>5hz</b>			
	<b>20hz positioning</b>			
	<b>Raw Data Logging</b>			
	<b>RINEX logging</b>			
	<b>NMEA out</b>			
	<b>RTK Reference Station Functionality</b>			
772806	<b>GEB212 Lithium Ion Battery 7.4v / 2.6 Ah</b>	6	130.00	780.00
772807	<b>GEV237, 1.65 Connects CS14 to CS15</b>	2	290.00	580.00
667217	<b>GAD31 Screw to Stub Adaptor</b>	1	140.00	140.00
795992	<b>GVP708, Hard Container for GS14 GNSS Receiver</b>	2	200.00	400.00
768226	<b>GLS13 GNSS Plumbing Poles</b>	2	220.00	440.00
	<b>Firmware Upgrades for Additional GS14 CS15 &amp; GS14</b>			
6003680	<b>1 year Firmware Upgrade CS15 and GS14</b>	2	725.00	1,450.00
6003686	<b>1 Year Firmware Upgrade for GS14 (with robotic system)</b>	2	125.00	250.00
	<b>Onsite Training</b>			
<b>TRAIN</b>	<b>Two days onsite training</b>	1	1,000.00	included
	<b>Leica Office Processing Software</b>			
778071	<b>Leica Geo Office includes one year upgrades</b>	2	400.00	800.00
6004348	<b>Leica Geo Office - Software Maintenance for 2nd Year</b>	2	150.00	300.00
	<b>Leica CS25 GNSS plus Bundle</b>			
6008394	<b>CS25 GNSS plus Tablet with Zeno Field</b>	3	8,715.00	26,145.00
	Each bundle includes the following items:			
	Leica CS25 GNSS plus Tablet			
	3DG5A-XTM-4 Helix Antenna			
	GAD115 Arm Mount			
	GVP703 Softbag			
	Leica Zeno Field Software			
799815	<b>GSW1140, Option to upgrade CS25 GNSS plus to L1/L2, RTK Processing GPS/GLONASS, 1HZ</b>	3	3,950.00	11,850.00
807376	<b>GVP713, carrier bag for the CS25 GNSS plus</b>	3	45.00	135.00
785413	<b>ALG7-08B Lithium Polymer Extended Battery</b>	3	350.00	1,050.00
785416	<b>ALG7-10A Battery Charger for Li-Polymer battery</b>	3	330.00	990.00
	<b>ALG7-08B, AC adapter ALG7-13A not incl.</b>			
785417	<b>ALG7-13A AC/DC Adapter EU, US, AUS, UK for Power Supply</b>	3	140.00	420.00
731772	<b>AC Power Cable US 3-prong (for ALG7-13A Adapter)</b>	3	10.00	30.00
771888	<b>GSW784. Leica Zeno Office on ArcGIS Basic</b>	3	600.00	1,800.00
6004015	<b>1 Yr Zeno Office Basic CCP</b>	3	450.00	1,350.00
6005434	<b>1 Yr Zeno Field Basic CCP</b>	3	350.00	1,050.00
	<b>Purchase Price of TS15P R400 3" Robotic Total Station Package</b>			127,120.00
	<b>Less 20% MiDeal State Contract Discount</b>			(25,424.00)
	<b>Less Trade in of Legacy Surveying Equipment</b>			(12,712.00)
	<b>Purchase Price with Discount</b>			88,984.00
	<b>Shipping</b>			100.00
	<b>Purchase Price including discount &amp; 6% Michigan Sales Tax</b>			<b>89,084.00</b>

<b>Signature &amp; PO Number if Required :</b> The above is the equipment I would like shipped:
<b>Sign , Date &amp; Fax to Rick Sauve @ (810) 714-3180</b>

**Note:** Price includes two days of onsite training

**Note:** Net 30 / Proposal good for 60 days

**Note:** City of Troy will need to acquire a USER ID and PASSWORD from the Michigan Dept. of Trans. to access the Michigan Spatial Reference Network. MDOT RTK USER Agreement can be obtained: [http://www.mdotcors.org/data\\_out/log\\_files/MDOT\\_RTK\\_ACCESS.pdf](http://www.mdotcors.org/data_out/log_files/MDOT_RTK_ACCESS.pdf)  
Access to the MSRN is free of charge.

**Note:** City of Troy will also require an AT&T SIM card with a "5 Gigabyte Data Connect Plan" in order to access the wireless web from the CS15 controller to access the MDOT NTRIP CASTOR.  
The private sector cost for this AT&T plan is +/- \$50.95 per month.



# CITY COUNCIL AGENDA ITEM

Date: December 11, 2014

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager  
 Timothy L. Richnak, Public Works Director  
 Kurt Bovensiep, Public Works Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder meeting Specifications – Asphalt Patching Material – Cold

**History**

- Asphalt Patching Material – Cold, is used on a seasonal basis during colder weather as a temporary patching repair to paved surfaces as needed.
- Last year the City used approximately 195 tons of patching material.
- The current contract expired April 30, 2014.

**Purchasing**

On December 11, 2014; a bid opening was conducted as required by City Charter/Code and bid proposals were received at the City’s request from firms interested in providing seasonal requirements of Asphalt Patching Material – Cold Patch. Companies were notified via the Michigan Intergovernmental Trade Network (MITN); [www.mitn.info](http://www.mitn.info). Sixty eight (68) vendors were notified via the MITN website. Two (2) bid responses were received. Below is a detailed summary of the vendor responses.

<b>Companies notified via MITN</b>	68
Troy Companies notified via MITN	1
Troy Companies notified Active email Notification	1
Troy Companies notified Active Free	0
<b>Companies that viewed the bid</b>	9
Troy Companies that viewed the bid	0

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

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

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

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

After reviewing the bid proposals, Cadillac Asphalt, LLC of Wixom, MI was the low bidder meeting specifications and is being recommended for the purchase of Asphalt Patching Material – Cold Patch as required and on an as needed basis.

**Financial**

Funds for the purchase of Asphalt Patching Material – Cold Patch are budgeted and available in various Public Works operating budgets for the Streets and Water Divisions.

**Recommendation**

City Management recommends awarding a contract for seasonal requirements of Asphalt Patching Material – Cold Patch, to the low bidder meeting specifications, *Cadillac Asphalt, LLC of Wixom, MI*; to be purchased on an as needed basis for an estimated total cost of \$42,000.00 at the unit price contained in the bid tabulation opened December 11, 2014; not to exceed annual budget limitations.

Opening Date -- 12/11/2014  
 Date Reviewed - 12/11/2014

CITY OF TROY  
 BID TABULATION  
 ASPHALT PATCHING MATERIAL - COLD PATCH

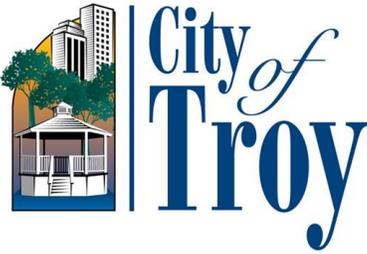
<b>VENDOR NAME:</b>	**	<b>Cadillac Asphalt</b>	Barrett Paving Materials Inc
		<b>Canton, MI</b>	Ypsilanti, MI

<b>PROPOSAL: Provide seasonal requirements of Asphalt Patching Material - Cold Patch</b>								
	UOM	QTY	Unit Price	Ext Price	Unit Price	Ext Price	Unit Price	Ext Price
QPR/UPM or Approved Alternate - Delivered	TON	400	\$ 105.00	\$ 42,000.00	\$109.00	\$ 43,600.00		\$ -
<b>Brand Requirement:</b>			<i>Brand Name or Approved Equal</i>					
<b>Manufacturer:</b> QPR/UPM			As Specified		As Specified			
<b>Delivery will be within how many hours after a verbal request for material.</b>			48 hours		7:00 am - 3:00pm M-F			
<b>Payment Terms:</b>			Net 30 days		Net 30 days			
<b>All or None Award:</b>	<b>Yes/No</b>		Yes		Yes			
<b>Contact Information:</b>								
Hours of Operation:			Mon - Fri 8:00am - 4:00pm		Mon - Fri 7:00am - 3:00pm			
24 hour phone number:			248-388-8802		586-405-3250			
<b>Additional forms</b>	<b>Yes/No</b>		4		4			
<b>Insurance/Can meet</b>	<b>Yes/No</b>		Yes		Yes			
<b>MSDS Sheet</b>	<b>Yes/No</b>		No		Yes			

\*\* Denotes Low Bidder Meeting Specification.

ATTEST:  
 Enna Bachelor  
 Emily Frontera  
 Susa Riesterer

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



## CITY COUNCIL AGENDA ITEM

December 9, 2014

TO: Brian Kischnick, City Manager  
FROM: Thomas Darling, Director of Financial Services  
SUBJECT: City of Troy Investment Policy and Establishment of Investment Accounts

### **History**

The current investment policy was initially approved in February, 2013. The current policy has served us well and is in compliance with Act 20 PA 1943, as amended.

### **Financial**

We would also like to update our resolution authorizing the establishment of investment accounts at the following institutions: Comerica; Bank of America; Charter One; Independent Bank; First Michigan Bank; Talmer Bank & Trust; Fifth Third Bancorp; Flagstar Bank; Huntington Bancshares; JP Morgan Chase & Co.; Merrill Lynch; Michigan Class-MBIA; Bank of NY Mellon; Morgan Stanley Smith Barney; PNC Financial Services; Private Bancorp; and TCF National Bank.

This policy is established in order to provide for the safety and diversification of investment accounts.

### **Legal Considerations**

The investment policy is in compliance with Act 20 PA 1943, as amended.

### **Recommendation**

It is recommended that City Council approve the attached investment policy and listing of approved investment institutions.

**CITY OF TROY INVESTMENT POLICY**  
To Comply with Act 20 PA 1943, as amended

**Purpose:** It is the policy of the City of Troy to invest its funds in a manner which will provide a high level of security of principal while meeting the daily cash flow needs of the City and providing a reasonable rate of return along with compliance with all State statutes.

**Scope:** This investment policy applies to all financial assets of the City. These assets are accounted for in the various funds of the City and include the general fund, special revenue funds, debt service funds, and capital project funds (unless bond ordinances and resolutions are more restrictive), enterprise funds, internal service funds, trust and agency funds, and any new fund established by the City.

**Objectives:** The primary objectives, in priority order, of the City's investment activities shall be:

Safety – Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.

Diversification – The investments will be diversified by security type and institution in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

Liquidity – The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

Return on Investment – The investment portfolio shall be designed with the objective of obtaining a rate of return throughout the budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.

**Delegation of Authority to Make Investments:** Authority to manage the investment program is derived from the following: City of Troy City Council's most current resolution establishing investment accounts (2013-02-30). Management responsibility for the investment program is hereby delegated to the Director of Financial Services who shall establish written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include references to safekeeping, cash purchase or delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, collateral/depository agreements and banking service contracts. No

person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Director of Financial Services. The Director of Financial Services shall be responsible for all transactions undertaken and shall establish a system of controls. The Investment Policy shall be reviewed and approved by the City Council annually.

**List of Authorized Investments:** The Director of Financial Services is limited to investments authorized by Act 20 of 1943, as amended, and may invest in the following:

- (a) Bonds, securities, and other obligations of the United States or an agency or instrumentality of the United States.
- (b) Certificates of deposit, savings accounts, deposit accounts, or depository of a financial institution. Authorized depositories shall be designated by the City of Troy City Council.
- (c) Commercial paper rated at the time of purchase with the highest classifications established by not less than two standard rating services and that matures not more than 270 days after the date of purchase.
- (d) Repurchase agreements consisting of instruments listed in (a).
- (e) Bankers' acceptances of United States banks.
- (f) Obligations of this state or any of its political subdivisions that at the time of purchase are rated investment grade by not less than one standard rating service.
- (g) Investment pools through an interlocal agreement under the urban cooperation act of 1967, 1987 (Ex Sess) PA 7, MCL 124.501 to 124.512
- (h) Investment pools organized under the surplus funds investment pool act, 1982 PA 367, 129.111 to 129.118.
- (i) The investment pools organized under the local government investment pool act, 1986 PA 121, MCL 129.141 to 129.150.

**Safekeeping and Custody:** All security transactions, including collateral for repurchase agreements and financial institution deposits, entered into by the Director of Financial Services may be on a cash basis or a delivery vs. payment basis as determined by the Director of Financial Services. Securities may be held by a third party custodian designated by the Director of Financial Services and evidenced by safekeeping receipts as determined by the Director of Financial Services.

**Prudence:** Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.



## CITY COUNCIL AGENDA ITEM

Date: December 10, 2014

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager  
 Timothy L. Richnak, Public Works Director  
 Kurt Bovensiepe, Public Works Manager

Subject: Bid Waiver- LED Street Lighting Fixtures

### History

- The City of Troy owns and maintains 1,007 street light fixtures.
- As a part of the City's energy reduction initiatives there is a plan to replace sodium high pressure street lamps with more energy efficient LED lamps.
- The LED lamps require less energy to operate and have a longer life expectancy than a traditional lamp.
- The City of Troy began replacing traditional lamps with LED lamps in 2011 as part of an Energy Conservation Block Grant awarded to the City of Troy. Since then, almost all municipal facilities and a few segments of road lighting have been changed to LED lamps.
- The City has been purchasing Cree LED lamps which meets the City of Troy's needs from a design, maintenance, and warranty perspective and also ensures continuity and standardization.
- Not only will the street lights have the same look throughout the city; maintenance is easier by reducing the amount of different parts.
- This initiative is budgeted in the Capital Improvement Plan.

### Purchasing

- It is not possible to secure competitive bids and the bid process is waived because Michigan Lighting Systems East of Troy, MI is the official authorized distributor for Cree LED lamps in the State of Michigan.
- Purchasing direct from the authorized distributor will save the City 10-15%.
- A bid waiver is requested to purchase Cree LED lamp fixtures from Michigan Lighting Systems East for an estimated total cost of \$59,000.00.

### Financial

Funds for the purchase of the equipment are budgeted and available in the following capital account.

Account #	Account Name	Current Available Funds
401.447.448.7978.010	Streets-Street Lighting- General Equipment	\$59,000

### Recommendation

City management recommends that City Council approve the bid waiver to purchase Cree LED street lamp fixtures from *Michigan Lighting Systems East of Troy, MI* for an estimated cost of \$59,000.00 and also approve the purchase of Cree LED street lamp fixtures from Michigan Lighting Systems East in subsequent fiscal years on an as needed replacement basis, not to exceed budgetary limitations.



## CITY COUNCIL AGENDA ITEM

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Date December 3, 2014

To: Brian Kischnick, City Manager

From: Gary G. Mayer, Chief of Police 

Subject: Renewal of Membership in the Traffic Improvement Association (TIA) of Oakland County

### History

The City of Troy has been a member of the TIA since 1975. The TIA is a private non-profit organization that is responsive to the problems and needs of local traffic officials. They are a source for traffic facts, including traffic crashes and traffic operations data. The City of Troy obtains citywide traffic crash statistics including intersection and road segment crash reports and ranking, county traffic crash trends, location specific crash details, and alcohol related statistics from the TIA. As a TIA member they are provided without charge.

The TIA works with the Troy Police Department on several enforcement-related projects and grants, including recent and ongoing speed limit studies in order for the City of Troy to be compliant with Public Act 85. They facilitated the Police Department in obtaining \$41,791 this year in federal grants for alcohol and seat belt enforcement. The TIA also works with our adjacent communities to improve traffic in the general area that can be a secondary benefit to the City.

### Purchasing

N/A

### Financial

The renewal membership fee for the year 2015 is \$25,500.00, which is a \$400 increase from 2014. Funds are available in the Police Department's Operating Funds, Membership and Dues.

### Recommendation

It is recommended that the City of Troy renew its membership with the Traffic Improvement Association. The partnership the City has developed with the TIA over the past 37 years has led to many collaborative efforts that have enhanced traffic safety in our community.



# TRAFFIC IMPROVEMENT ASSOCIATION OF MICHIGAN

1827 N. Squirrel Road, Auburn Hills, Michigan 48326

Office (248) 334-4971 • Fax (248) 475-3434

www.tiami.us

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L. BROOKS PATTERSON

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Oakland County

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Director

Michigan Department of Transportation

ANTHONY M. WICKERSHAM

Sheriff

Macomb County

BRENT O. BAIR

Managing Director (Ret.)

Road Commission for Oakland County

November 14, 2014

Chief Gary Mayer  
Chief of Police  
Troy Police Department  
500 W. Big Beaver Road  
Troy, Michigan 48084

Dear Chief Mayer:

Enclosed you will find a \$25,500.00 invoice for the Traffic Improvement Association of Michigan's (TIA) annual community membership (1/1/2015 - 12/31/2015).

As a member of TIA, a shared traffic safety service, you'll enjoy a variety of engineering, education, and enforcement services. These services are your resource to help save lives, prevent injuries, and improve mobility in your community and throughout the region.

As we enter 2015, we are committed to continuing to expand our traffic engineering services, hosting training seminars that will be beneficial to the public safety and engineering sectors, developing new public education programs, and increasing our community and corporate membership. Our goal is to keep your community one of the safest places to live, do business, and enjoy. We need your membership to make it happen. Your membership includes access to our licensed traffic engineer, various traffic safety evaluations (i.e. speed and volume studies, sign and signal warrant reviews, etc.), educational seminars for your employees, and much more. TIA is also responsible for the coordination of selective enforcement grants for the Oakland County communities.

As a member, we're also pleased to provide your community with complimentary access to TIA's Traffic Crash Analysis Tool (TCAT). TCAT is a comprehensive web-based traffic crash analysis program that was designed for the detailed study of traffic crashes at any location within the state of Michigan. The program receives a weekly update of data from the Michigan State Police, which guarantees that TCAT users are able to analyze the most up-to-date crash data. TCAT has the ability to search various types of locations for specific data, view crash statistics for several categories, interact with a map to obtain detailed crash statistics and other information pertaining to a location, view collision diagrams, review UD-10 crash report images, and create intersection and road segment ranking reports for a comparative analysis. As part of our ongoing commitment to providing you with the best traffic safety resources, TIA is constantly making revisions and adding additional features to maintain our position of having one of the most advanced traffic crash data systems in the nation.

As indicated in the enclosed letters from Oakland County Executive L. Brooks Patterson, Road Commission for Oakland County Managing Director Dennis Kolar, and Ford Motor Company President and Chief Executive Officer Alan Mulally, TIA has made significant accomplishments since 1967 and still continues to have significant value.

Thank you for your commitment to public safety, and we look forward to continuing to provide you with valuable traffic safety engineering, education, and enforcement resources to save lives, prevent injuries, and improve mobility.

Respectfully,



JIM SANTILLI  
Executive Director



TRAFFIC IMPROVEMENT ASSOCIATION OF MICHIGAN  
1827 N. SQUIRREL ROAD  
AUBURN HILLS, MI 48326

# INVOICE

<b>BILL TO:</b>
CITY OF TROY 500 WEST BIG BEAVER TROY, MI 48084 ATTN: CHIEF GARY MAYER TROY POLICE DEPARTMENT

<b>DATE</b>	<b>INVOICE #</b>
11/13/2014	3257

<b>TERMS</b>
NET 30

DESCRIPTION	QTY	RATE	AMOUNT
MEMBERSHIP - GOVERNMENT (1/1/15 - 12/31/15)  Membership dues for cities and villages are based on Act 51 funds. Membership dues for townships are based on population and participation of the county road agency.		25,500.00	25,500.00
			<b>TOTAL \$25,500.00</b>

<b>Phone #</b>	<b>Fax #</b>
(248) 334-4971	(248) 475-3434



June 5, 2012

Dear Public Officials:

It is my distinct pleasure to express my continued support for the Traffic Improvement Association of Michigan (TIA), and I am respectfully requesting that your community does not hesitate to either remain a member or become one.

TIA is an extremely valuable asset as a non-profit traffic safety agency that has successfully facilitated a reduction of injuries and fatalities. For example, Oakland County's fatality rate was higher than the rate for both Michigan and the nation in 1967. Yet, in 2009, Oakland County's fatality rate was less than half of Michigan's rate and a little more than a third of the national rate. Today, Oakland County's roads are among the safest in the world for a county of its size and population. Our success here in the county was due in no small measure to business and government leaders coming together in 1967 to form TIA.

Since its development, TIA has become one of the leading agencies in the country for collecting and analyzing traffic crash data. This data collection and analysis has allowed many government agencies to identify road-related traffic safety problems and solutions. In addition, TIA's coordination of selective enforcement grants, educational seminars, and its traffic safety engineering services have also been extremely beneficial.

Certainly, budget issues are a concern. However, public safety is an essential service that must remain a top priority. Traffic safety is a part of public safety, and was recently added to Governor Snyder's MiDashboard due to its importance.

I would like to take this opportunity to thank TIA, which works tirelessly throughout the year to reduce injuries and fatalities and make our community a safe place to live, do business, and enjoy. In addition, thank you to the communities who are a member of TIA, and who contribute their time and energy to make our roadways safer.

I offer my sincere best wishes to TIA for continued success. I encourage all communities to maintain their TIA membership or consider joining.

If you have any questions, please contact TIA's Executive Director, Jim Santilli, at (248) 334-4971 or [jsantilli@tiami.us](mailto:jsantilli@tiami.us).

Yours very truly,

L. Brooks Patterson  
Oakland County Executive



QUALITY LIFE THROUGH GOOD ROADS:  
ROAD COMMISSION FOR OAKLAND COUNTY  
"WE CARE."

**Board of Road Commissioners**

*Ronald J. Fowkes*  
Commissioner

*Gregory C. Jamian*  
Commissioner

*Eric S. Wilson*  
Commissioner

---

*Dennis G. Kolar, PE*  
Managing Director

*Gary Plotrowicz, PE, PTOE*  
Deputy Managing Director  
County Highway Engineer

31001 Lahser Road  
Beverly Hills, MI  
48025

248-645-2000

FAX  
248-645-1349

TDD  
248-645-9923

[www.rcocweb.org](http://www.rcocweb.org)

June 4, 2012

Dear Oakland County Community Officials:

I am writing to express my strong support for the Traffic Improvement Association of Michigan (TIA). As you are probably aware, TIA, the Road Commission for Oakland County (RCOC) and many Oakland County communities and law enforcement agencies have long been partners in the effort to make our roads as safe as possible. Thanks to this partnership, we have made great strides in road safety in the county. In fact, we have gone from a county that had a traffic fatality rate worse than either the state as a whole or the nation (in 1967) to a county that today has a traffic fatality rate less than half the statewide rate and nearly one third of the national rate.

I firmly believe that we would not have achieved this accomplishment were it not for TIA. TIA is one of the premier agencies in the nation in terms of collecting and analyzing crash data. Without that data and analysis, none of us would have been able to address safety concerns to the degree that we have.

I also firmly believe that this data collection and analysis capability is critical for the communities in Oakland County, both in terms of roads and law enforcement. Simply put, without the level of data and analysis provided by TIA, we would all be simply guessing about where to best invest our resources. TIA's efforts to obtain selective law enforcement grants for Oakland County communities and its traffic-safety engineering services have also played key roles in this effort.

If you are already a member of TIA, I encourage to remain so. If you are not currently a member, I encourage you to become one. I realize that funding is tight for all of us, and we are all watching every penny. However, I hope you'll agree with me that safety-related expenses should always be among our top priorities. The shared services TIA provides help to save lives and prevent injuries. I can't imagine anything more critical than that.

If you would like to discuss why I am so enthusiastically supportive of TIA, please feel free to call me at 248-645-2000.

Sincerely,

Dennis G. Kolar, PE  
Managing Director



Dear Business Leader:

At Ford Motor Company, safety is a top priority and we are involved in all aspects from engineering the safety performance of the vehicle to our support for programs that focus on driver behavior and improve the safety of our roadways. Our employees and yours spend countless hours traveling to and from work, so we would like to take this opportunity to recognize the efforts of the Traffic Improvement Association (TIA) in making Oakland County one of the safest places in the world to drive.

For many years, Ford has proudly supported TIA through financial contributions and serving in leadership positions on its Board of Directors. We encourage your support of this outstanding organization as well to ensure that we have the resources and skills to make safety decisions for Oakland County that are based on data and analysis.

As Oakland County Executive L. Brooks Patterson has stated, TIA is an extremely valuable asset to Oakland County as a non-profit traffic safety agency that has successfully facilitated a reduction of injuries and fatalities. In 1967, Oakland County's fatality rate was higher than the rate for both Michigan and the nation. However, in 2009, Oakland County's fatality rate was less than half of Michigan's rate and a little more than a third of the national rate. Today, Oakland County's roads are among the safest in the world for a community of its size and population. The success in Oakland County was the direct result of business and government leaders coming together in 1967 to form TIA.

Since its formation, TIA has become one of the leading traffic safety agencies in the country for collecting and analyzing traffic crash data. This data collection and analysis has allowed the Road Commission for Oakland County and many cities, townships, and villages in the state of Michigan to identify road-related traffic safety problems and solutions. Furthermore, TIA's traffic safety engineering services, educational seminars, and its coordination of selective enforcement grants for Oakland County communities have also been extremely beneficial.

We would like to take this opportunity to thank the employees of TIA who work tirelessly to make our communities a safe place to live and do business. In addition, thank you to the nearly seventy communities who are a member of TIA, and the many businesses who contribute their resources to make our roadways safer.

If you have any questions, please contact TIA's Executive Director, Jim Santilli at (248) 334-4971 or [jsantilli@tiami.us](mailto:jsantilli@tiami.us).

Respectfully,

Handwritten signature of Alan Mulally in black ink.

Alan Mulally  
President and Chief Executive Officer

Handwritten signature of Susan M. Cischke in black ink.

Susan M. Cischke  
Group Vice President  
Sustainability, Environment & Safety Engineering



## CITY COUNCIL AGENDA ITEM

Date: December 3, 2014

To: Brian Kischnick, City Manager

From: Gary G. Mayer, Chief of Police *gmm*  
Michael D Szuminski, Sergeant *ms*

Subject: Amended Interlocal Agreement for Participation in the South Oakland County Crash Investigation Team (SOCCIT) with Auburn Hills Police Department, Bloomfield Township Police Department and Bloomfield Hills Police Department

### History

The Troy Police Department Traffic Safety Specialists are responsible for investigating serious injury and fatal crashes that occur within the City of Troy. This specialty started in the 1970's and was comprised solely of trained Troy Police Officers. On October 11, 2010, the Troy City Council approved an Interlocal Agreement (Resolution #2010-10-226) improving the efficiency of the Traffic Safety Specialists by allowing them to become a cooperative concept through the addition of similarly trained and qualified officers from the Auburn Hills and the Bloomfield Township Police Departments. This cooperative effort became known as the Troy Police Department Crash Investigation Team (CIT).

Recently, the Bloomfield Hills Police Department has expressed an interest in committing similarly trained and qualified officers to become members of CIT. Additionally, there is agreement among all existing members to change the name of CIT to the South Oakland County Crash Investigation Team (SOCCIT).

A resolution by the City Council exercising approval of the Amended Interlocal Agreement and Binder between the City of Troy, the City of Auburn Hills, the Township of Bloomfield and the City of Bloomfield Hills is required.

### Recommendation

It is recommended that the Amended Interlocal Agreement be approved as written.

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

*Lori Grigg Bluhm*  
Lori Grigg Bluhm, City Attorney

*12/8/2014*  
Date

**INTERLOCAL AGREEMENT  
FOR PARTICIPATION IN THE SOUTH OAKLAND COUNTY  
CRASH INVESTIGATION TEAM (“SOCCIT”)**

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**THIS INTERLOCAL AGREEMENT** entered into by and between the City of Troy, 500 W. Big Beaver Road, Troy, Michigan 48084 (“Troy”), the City of Auburn Hills, 1827 North Squirrel Rd., Auburn Hills, Michigan 48326 (“Auburn Hills”), the Charter Township of Bloomfield, 4200 Telegraph Rd., Bloomfield Hills, Michigan 48303 (“Bloomfield”) and the City of Bloomfield Hills, 45 East Long lake Road, Bloomfield Hills, Michigan 48304 (“Bloomfield Hills”), all located in the County of Oakland, State of Michigan, collectively referred to as Participating Agencies or the “Parties”, and/or individually as “Participating Agency” or “Party” shall govern participation in the South Oakland County Crash Investigation Team (hereafter “SOCCIT”).

**RECITALS**

Article VII, Section 28 of the Michigan Constitution of 1963 provides, in part, that two or more counties, townships, cities, villages, or districts, or any combination thereof, may, among other things, enter into contractual undertakings or agreements with one another for the joint administration of any of the functions or powers which each would have the power to perform separately; and,

The Urban Cooperation Act of 1967, being MCLA 124. 501, et. seq. provides that public agencies may exercise jointly any power, privilege, or authority that each Participating Agency may exercise separately; and,

The Parties have decided that it is in the best interests of such local governmental unit to participate in the South Oakland County Crash Investigation Team, to exercise such additional powers, functions, duties, and responsibilities granted to the SOCCIT and imposed upon it by this Agreement; and,

The Parties endeavor to realize and benefit from each other’s Police Department’s accumulated expertise and recognize substantial savings in time,

effort, and expenses to each individual governmental unit by participating in the SOCCIT; and,

The Parties share concerns regarding the impact of traffic crashes on the commuting public and businesses within each community and the positive outcomes of an efficient crash investigation

The Parties endeavor to realize and benefit from each officer's accumulated expertise and recognize substantial savings in time, effort, and expenses to each individual Participating Agency by participating in the SOCCIT,

Therefore, in consideration of the foregoing, the Parties agree to this Interlocal Agreement as set forth below.

### AGREEMENT

Based upon the foregoing statements, the Participating Agencies agree to the following terms, conditions, representations, considerations and acknowledgements and mutually agree as follows:

1. SOCCIT will perform the activities and duties described below:
  - a. Combine officers from each jurisdiction when possible to assist with the investigation of fatal crashes.
  - b. Combine officers from each jurisdiction when possible to assist with the investigation of serious injury crashes resulting in serious impairment of a body function where there is the probability of criminal prosecution. Serious impairment of a body function is defined in section 257.58c of the Michigan Motor Vehicle Code, as amended.
  - c. Combine officers from each jurisdiction when possible to assist with the investigation of a large scale crash such as a multi vehicle pileup on a freeway.
  - d. SOCCIT officers will attend combined training sessions to maintain proficiencies in various areas of crash investigation.
  - e. Evaluate opportunities to reduce costs to each Participating Agency by sharing expenses regarding the purchase of crash investigation equipment.

2. To accomplish the objectives of SOCCIT, the Participating Agencies agree to detail at least one (1) officer with advanced accident investigation training when requested by a Party to this agreement. During this period of assignment, the Participating Agency having jurisdiction where the crash occurred shall maintain all supervisory responsibilities for the crash scene.

- a. Crash investigation officers assigned to SOCCIT shall work under the authority of the requesting Participating Agency having jurisdiction over the crash scene.
- b. Officers assigned to SOCCIT shall have received certification in Accident Investigation level I and II at a minimum.
- c. The Participating Agency having jurisdiction over the crash scene where any alleged misconduct has taken place will conduct investigations of misconduct by SOCCIT personnel and will assist each Participating Agency by investigating any allegations of misconduct by a SOCCIT officer relating to his or her SOCCIT activities. Any finding of misconduct by a SOCCIT officer will be referred to the respective Participating Agency for appropriate administrative action.

3. Each Participating Agency will provide their own office space and necessary resources for their own SOCCIT officers to finalize their investigation and storage of their respective agencies crash investigation equipment.

4. In no event will any Participating Agency to this agreement charge any costs to another Participating Agency covered by this agreement for the administration or implementation of this Agreement

5. No Participating Agency is obligated under this Agreement to use SOCCIT resources exclusively and is expressly allowed to seek other similar venues on an as needed basis without violating this Agreement.

6. This Agreement shall remain in effect until terminated by all of the Participating Agencies. Any Participating Agency may terminate its participation under this Agreement by giving thirty (30) days written notice to the Parties. A Participating Agency may terminate this Agreement if it is no longer in the best interest of that Participating Agency to continue the same or for any other reason.

7. Participating Agencies agree that at all times and for all purposes under the terms of this Agreement, there is no employer-employee relationship between the Parties. No liability, right or benefit associated with any employer-employee relationship shall be implied by the terms of this Agreement or services, activities or duties performed under this Agreement. Each Participating Agency shall be responsible for all benefits for its officers, including, but not limited to, wages, salaries, disability payments and/or benefits, pension benefits, worker's compensation claims and/or benefits, including derivative benefits, dependent benefits or other benefits relating to disability and worker's compensation, and claims for damages to or destruction of its own equipment or its officer's clothing, and claims for its own officer's medical expenses

8. Each Participating Agency agrees to be liable for, defend, pay on behalf of, indemnify, and hold harmless the other Participating Agencies, their officers, elected and appointed officials, employees and others working for that Participating Agency or its municipal entity from any third party claims, demands, suits or loss of any nature, including, but not limited to, bodily injury or death and/or property damage, which arises out of or is in any way connected with any activities or duties performed under this Agreement. This duty to indemnify, defend and hold harmless shall include all costs of litigation or defense of claims including attorney fees, costs and expert fees.

9. The Participating Agencies agree that all indemnification and hold harmless promises, waivers of liability, representations, insurance coverage obligations, liabilities, and/or any other related obligations provided for in this Agreement with regard to any acts, occurrences, events, transactions, or claims, either occurring or having their basis in any events or transactions that occurred before the termination of this Agreement, shall survive termination.

10. Within ten (10) days from the execution of this Agreement, each Participating Agency shall provide a Certificate of Insurance, acceptable to the other Participating Agencies, demonstrating that general liability coverage is available for any and all claims for personal injury or property damage which are or might be caused by activities or duties performed under this Agreement by any Party. Each Participating Agency agrees to keep said insurance coverage in full force and effect for the term of this Agreement. Each Participating Agency shall submit to the each of the other Participating Agencies, prior to the expiration of any insurance coverage, the new Certificate(s) of Insurance acceptable to the

other Participating Agencies. Any Certificate of Insurance shall name the other Participating Agencies as additional insureds and contain the following cancellation notice:

“Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written certificate holder.”

Any Participating Agency may request a copy of said insurance certificate at any time

During this Agreement, failure to produce a certificate of insurance within twenty (20) days of a request by a Party may allow the requesting Party to terminate this Agreement.

A lapse in the insurance coverage required under the Agreement shall be considered a material breach of this Agreement and the Agreement shall become null and void automatically as to the lapsing Participating Agency at any time such a lapse in coverage exists.

11. Participating Agencies shall have the authority to determine if a non-Participating Agency police department (“Petitioning Agency”) should be allowed to join SOCCIT as a participant but only if that police department is a governmental unit of Oakland County, Michigan and only if all Participating Agencies have agreed in writing directed to the Chief of Police of the Troy Police Department to allow that Petitioning Agency to join SOCCIT. If a Petitioning Agency is unanimous approve as a Participating Agency, each current Participating Agency shall sign a Binder Agreement in the format and with the language indicated on the attached Exhibit 2. After that Binder Agreement is signed by each of the Participating Agencies, the Petitioning Agency shall present the Binder Agreement to its City Council or legislative body for approval. A signed Binder Agreement and a certified resolution indicating approval of the Binder Agreement by the legislative body with a statement in the resolution allowing the appropriate Petitioning Agency official(s) to execute the Binder Agreement, shall be given to the Chief of Police of the City of Troy. The Chief of Police of the Troy Police Department or his/her designee shall review the Binder Agreement and Certified Resolution to determine that the Petitioning Agency has complied with the requirements of this Section 11. If in the opinion of the Troy Police Department, all necessary paperwork is in order, the Troy Police Department will distribute a copy of the Binder Agreement containing each Participating Agencies signature and the authorized signature of the Petitioning Agency and a copy of the certified resolution. That Petitioning Agency shall then be designated a Participating Agency.

12. This Agreement sets forth the entire Agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not constructed strictly for or against any Party. The Parties acknowledge that they have taken all actions and secured all approvals necessary to authorize and complete this Agreement.

12. This Agreement shall be in full force and effect and is legally binding upon each Party at such time as it is signed and certified by all Parties.

13. This Agreement may be amended from time to time in writing and approved by resolution of the appropriate governing body of the Parties. The effective date of any amendment shall be the date as of which the last of the necessary Participating Agency has approved the amendment.

14. This Agreement shall remain in full force and effect and shall bind the Participating Agencies executing the Agreement and said governing body of the Participating Agencies adopting a resolution giving its approval to this Agreement until terminated as provided in this Agreement.

15. If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force and effect.

16. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be brought in the 6<sup>th</sup> Judicial Circuit Court, Oakland County, Michigan where jurisdiction and venue are proper.

17. The Recitals shall be considered an integral part of this Agreement.

18. The Parties agree that they shall promptly deliver to the other Parties 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 Parties become aware of and which involves the performance of activities or duties under this Agreement. Unless otherwise provided by law and/or Michigan Court Rule, the Parties agree to cooperate with

one another in any investigation conducted by the other Party or Parties of any acts or performances of any activities under this Agreement.

19. Any written notice required or permitted under this Agreement shall be considered delivered to a Party as of the date that such notice is deposited, with sufficient postage, with the U.S. Postal Services. All notices under this Agreement are to be sent to the Chief of Police of each of the Participating Agencies.

20. This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, this Agreement has been duly executed this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

CITY OF AUBURN HILLS

TOWNSHIP OF BLOOMFIELD

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF BLOOMFIELD HILLS

CITY OF TROY

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit 2**

**BINDER AGREEMENT FOR INTERLOCAL AGREEMENT FOR PARTICIPATION  
IN THE SOUTH OAKLAND COUNTY CRASH INVESTIGATION TEAM ("SOCCIT")**

**THIS BINDER AGREEMENT TO INTERLOCAL AGREEMENT FOR PARTICIPATION IN THE SOUTH OAKLAND COUNTY CRASH INVESTIGATION TEAM ("SOCCIT")** is entered into by and between the City of Troy, the City of Auburn Hills the Charter Township of Bloomfield, and the City of Bloomfield Hills, all located in the County of Oakland, State of Michigan, hereafter referred to individually as "Participating Agency" or "Party" or collectively referred to as "Participating Agencies" or "Parties", and the City of \_\_\_\_\_, Michigan \_\_\_\_\_ hereafter referred to a "Petitioning Agency", also referred to as "Party" or "Parties" and the South Oakland County Crash Investigation Team shall be referred to as "SOCCIT" and any reference to "officer(s) of the "SOCCIT" shall refer to all police officer assigned to SOCCIT under this Agreement.

**RECITALS**

WHEREAS, there currently exist an Interlocal Agreement for Participation in the South Oakland County Crash Investigation Team ("SOCCIT") which was entered into by a number of governmental entities ("Participating Agencies") in Oakland County, Michigan. That Agreement is authorized under the Urban Cooperation Act of 1967 and is attached hereto as Exhibit 1;

WHEREAS, the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of 1967, Ex. Sess., being MCL 124.501, et. seq. (the "Act"), permit governmental units to exercise jointly with other governmental units any power, privilege or authority which such governmental units share in common which each might exercise separately; and

WHEREAS, for a Petitioning Agency consisting of an Oakland County governmental entity to become a Participating Agency of SOCCIT it is necessary to enter into an Agreement accepting all terms and conditions set out in the existing Interlocal Agreement for Participation in the South Oakland County Crash Investigation Team ("SOCCIT"); and

WHEREAS, pursuant to a resolution of the Petitioning Agency's legislative body, giving the signatories on this Binder Agreement the authority to bind the Petitioning Agency to the terms and conditions set out in the Interlocal Agreement for Participation in the South Oakland County Crash Investigation Team ("SOCCIT") as though the Petitioning Agency had signed the original Agreement; and

**NOW, THEREFORE,** in consideration of the mutual covenants, undertakings, understandings and agreements set forth above and in this Agreement, the Petitioning Agency agrees to the following terms, conditions, representations, consideration and acknowledgements and mutually agree as follows:

1. Certified Resolution and Execution of Binder Agreement. Prior to the execution of this Binder Agreement, Petitioning Agency has petitioned SOCCIT for participation in SOCCIT. Each Chief of Police of the Participating Agencies of SOCCIT has approved the participation of Petitioning Agency as a Participating Agency in SOCCIT as signified by their signatures on this Binder Agreement for Interlocal Agreement for Participation in the South Oakland County Crash Investigation Team ("SOCCIT"). To make participation effective, the Petitioning Agency shall obtain a Certified Resolution of the Petitioning Agency's City Council or legislative body approving this Binder Agreement and authorizing the appropriate signatories to execute this Binder Agreement. Petitioning Agency agrees to submit a signed executed copy of this Binder Agreement to the Chief of Police of the Troy Police Department. The Troy Police Department shall distribute a copy of a fully executed Binder Agreement and a copy of the Certified Resolution of the Petitioning Agency to each Participating Agency within a reasonable time after receipt of those documents. Failure to execute the Binder Agreement and provide a Certified Resolution to the Chief of Police of the Troy Police Department within ten (10) days of execution of the Binder Agreement and passage of the resolution shall revoke any offer to allow participation in SOCCIT as set out in this Agreement.

2. Agreement to be Bound by Terms and Conditions in Existing Interlocal Agreement For Participation in the South Oakland County Crash Investigation Team. Petitioning Agency acknowledges that it has been given a copy of the existing Interlocal Agreement For Participation in the South Oakland County Crash Investigation Team which is attached hereto as though fully set out herein as Exhibit 1 and that it has read and agrees to be bound by each and every terms and conditions contained therein.

3. Counterpart Signatures. This Agreement may be signed in counterpart. The counterpart taken together shall constitute one (1) agreement

IN WITNESS WHEREOF, this Agreement is executed by the Petitioning Agency.

WITNESSES:

CITY OF \_\_\_\_\_,  
PETITIONING AGENCY

\_\_\_\_\_

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

\_\_\_\_\_

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

Dated: \_\_\_\_\_

CITY OF AUBURN HILLS

TOWNSHIP OF BLOOMFIELD

By: \_\_\_\_\_  
Its: Chief of Police

By: \_\_\_\_\_  
Its: Chief of Police

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

CITY OF BLOOMFIELD HILLS

CITY OF TROY

By: \_\_\_\_\_  
Its: Chief of Police

By: \_\_\_\_\_  
Its: Chief of Police

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

December 10, 2014

Dear Mayor and Members of Troy City Council,

It has been an honor and a pleasure to serve on the Troy City Council for the past nine years. While resigning from this Council is bittersweet, I am pleased to be leaving at a time when this wonderful City is prospering and moving forward with a great leadership team in place. I hereby submit my resignation as follows:

As a result of my successful election to the Oakland County Board of Commissioners, and my assumption of the duties of this elected office as of January 1, 2015, I am no longer able to continue to serve as a City Councilmember for the City of Troy, and therefore submit my resignation as allowed by the Troy City Charter, Section 6.5. This resignation will be effective when acted upon by the Troy City Council, which is anticipated to occur at the December 15, 2014 regular meeting.

It has been a rewarding and humbling experience to serve with this Council and I appreciate all of those who have prayed for and supported me in this role. I now look forward to serving the residents of Troy, Clawson and Royal Oak in my new role as Oakland County Commissioner for District 16. I pledge to work diligently to improve the quality of life for all citizens in Oakland County.

Sincerely,

Wade Fleming

Chair Dziurman called the Regular meeting of the Building Code Board of Appeals to order at 3:00 p.m. on November 5, 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

Absent:

Brian Kischnick

Support Staff Present:

Mitch Grusnick, Building Official/Code Inspector  
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: Carolan

**RESOLVED**, To approve the minutes of the October 1, 2014 Regular meeting as submitted.

Yeas: All present (4)

Absent: Kischnick

**MOTION CARRIED**

3. HEARING OF CASES

- A. VARIANCE REQUEST, JOHN CARROLL FOR ARANEA INC., 5151 CORPORATE DRIVE – A variance to allow two additional wall signs measuring 143.33 and 100 square feet, where only one wall sign is allowed.

Mr. Grusnick reviewed the variance request. He reported the department received no responses to the public hearing notices.

Present were Michael Glinka, Flagstar Bank; John Carroll, Araneae Inc.; and Roger Briddick, Fairmont Sign Company.

There was discussion on:

- Existing signage; size, location, visibility from Long Lake Road.
- Signage on buildings in surrounding office campus.
- Sign regulations in O (Office) zoning district.
- Flagstar-Red Wings partnership.

Chair Dziurman opened the floor for public comment. Acknowledging there was no one present to speak, the floor was closed.

Moved by: Brooks  
Support by: Carolan

**RESOLVED**, To grant the variance as requested for the 100 square foot Detroit Red Wings banner on the canopy of the building facing Corporate Drive and the additional 143.33 square foot Flagstar wall sign on the south elevation of the building, 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.

Yeas: All present (4)  
Absent: Kischnick

**MOTION CARRIED**

B. **VARIANCE REQUEST, MARC AND ANGELINA JANCA, 6839 SHELLDRAKE** – This property is a double front corner lot. As such it has a required front setback along both Shelldrake and Cambria. The petitioner is requesting a variance to install a 4 foot high non-obscuring metal fence in the required front setback along Cambria where City Code limits fences to 30 inches high.

Mr. Grusnick reviewed the variance request. He reported the department received two responses to the public hearing notices, both in support of the request.

Angelina Janca said with the completion of their landscaping, they would like to install an aesthetically-pleasing fence that would contain their two dogs in the yard. Ms. Janca said the fence would be similar in style to the neighbor on the corner of Shelldrake and Cadmus, who recently was granted a variance by the Board. She said their intent is to install the fence on the outside of the existing arborvitae, hugging the arborvitae.

Mr. Grusnick showed a picture of the fence installed at 6881 Shelldrake, for which a variance was recently granted by the Board.

There was discussion on:

- Placement of fence in relation to property line.
- Potential for visual obstruction.
- Type, style of fence.

Chair Dziurman opened the floor for public comment. Acknowledging there was no one present to speak, the floor was closed.

Moved by: Brooks  
Support by: Carolan

**RESOLVED**, To grant the variance request to install a 4 foot high non-obscuring metal fence, based on the following reasons:

1. The variance does not adversely affect properties in the immediate vicinity of the proposed fence.
2. The fence would be compatible with other fences in the neighborhood.

Yeas: All present (4)

**MOTION CARRIED**

4. COMMUNICATIONS

None.

5. PUBLIC COMMENT

None.

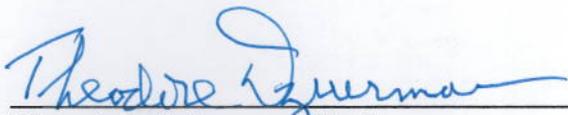
6. MISCELLANEOUS BUSINESS

None.

7. ADJOURNMENT

The Regular meeting of the Building Code Board of Appeals adjourned at 3:20 p.m.

Respectfully submitted,

  
 \_\_\_\_\_  
 Theodore Dziurman, Chair

*Kathy L. Czarnecki*  
Kathy L. Czarnecki, Recording Secretary

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Chair Edmunds called the Regular meeting of the Troy City Planning Commission to order at 7:00 p.m. on November 11, 2014 in the Council Chamber of the Troy City Hall.

1. ROLL CALL

Present:

Karen Crusse  
Donald Edmunds  
Steve Gottlieb  
Michael W. Hutson  
Tom Krent  
Philip Sanzica  
Gordon Schepke  
Thomas Strat

Absent:

John J. Tagle

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-2014-11-058**

Moved by: Sanzica  
Seconded by: Strat

**RESOLVED**, To approve the Agenda as revised to add Agenda item 5.a., 2015 Planning Commission Meeting Dates.

Yes: All present (8)  
Absent: Tagle

**MOTION CARRIED**

3. APPROVAL OF MINUTES

**Resolution # PC-2014-11-059**

Moved by: Krent  
Seconded by: Gottlieb

**RESOLVED**, To approve the minutes of the October 28, 2014 Special/Study meeting as published.

Yes: All present (8)  
Absent: Tagle

**MOTION CARRIED**

4. PUBLIC COMMENTS – Items not on the Agenda

Joel Pumphrey of 6616 Glendale addressed concerns with the recently developed Cedar Pines Woods site condominium project that abuts his home to the north. He said he has discussed the matter with the City’s Engineering and Building departments and circulated photographs to demonstrate his concerns.

Mr. Savidant assured Mr. Pumphrey that all zoning ordinance requirements and any conditions placed on site plan approval for the development must be met. Appropriate information was exchanged and the matter will be handled administratively.

**OTHER BUSINESS**

5. MASTER PLAN UPDATE – Demographics

Mr. Carlisle gave a PowerPoint presentation on priorities and strategies in relation to Troy’s changing demographics.

Discussion followed.

5.a 2015 PLANNING COMMISSION MEETING DATES

**Resolution # PC-2014-11-060**

Moved by: Krent  
 Seconded by: Hutson

**RESOLVED**, That the Troy City Planning Commission hereby establishes the following schedule for their meetings during the calendar year 2015.

1. Regular meetings will be held on the second Tuesday of each month.
2. Special/Study meetings will be held on the fourth Tuesday of each month, as necessary.
3. If additional Special/Study meetings become necessary, alternate Special/Study meeting dates may be set at the discretion of the Commission.

Yes: All present (8)  
 Absent: Tagle

**MOTION CARRIED**

6. PUBLIC COMMENT – Items on Current Agenda

There was no one present who wished to speak.

7. PLANNING COMMISSION COMMENT

General Planning Commission comments followed.

The Regular meeting of the Planning Commission adjourned at 8:25 p.m.

Respectfully submitted,



---

Donald Edmunds, Chair



---

Kathy L. Czarnecki, Recording Secretary

Chair Edmunds called the Special/Study meeting of the Troy City Planning Commission to order at 7:00 p.m. on November 25, 2014 in the Council Board Room of the Troy City Hall.

1. ROLL CALL

Present:

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

Absent:

Michael W. Hutson  
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-2014-11-061**

Moved by: Schepke  
Seconded by: Strat

**RESOLVED**, To approve the Agenda as prepared.

Yes: All present (7)  
Absent: Hutson, Sanzica

**MOTION CARRIED**

3. APPROVAL OF MINUTES

**Resolution # PC-2014-11-062**

Moved by: Krent  
Seconded by: Schepke

**RESOLVED**, To approve the minutes of the November 11, 2014 Regular meeting as published.

Yes: All present (7)  
Absent: Hutson, Sanzica

**MOTION CARRIED**

4. PUBLIC COMMENT – Items not on the Agenda

There was no one present who wished to speak.

5. ZONING BOARD OF APPEALS (ZBA) REPORT

There was no Zoning Board of Appeals meeting in October.

6. DOWNTOWN DEVELOPMENT AUTHORITY (DDA) REPORT

There was no Downtown Development Authority meeting in October.

7. PLANNING AND ZONING REPORT

Mr. Savidant reported on recent development activity.

**ZONING ORDINANCE TEXT AMENDMENT**

8. ZONING ORDINANCE TEXT AMENDMENT (File Number ZOTA 247) – Oil and Gas Extraction

Messrs. Carlisle and Savidant reviewed proposed draft Zoning Ordinance language relating to the regulation of oil and gas extraction.

Discussion followed.

City administration will prepare draft text language in Zoning Ordinance format for review at a future meeting.

**OTHER BUSINESS**

9. PUBLIC COMMENT – Items on Current Agenda

There was no one present who wished to speak.

10. PLANNING COMMISSION COMMENT

There were general Planning Commission comments.

The Special/Study meeting of the Planning Commission adjourned at 7:40 p.m.

Respectfully submitted,

\_\_\_\_\_  
Donald Edmunds, Chair

\_\_\_\_\_  
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 November 25, 2014 in the Council Board Room of the Troy City Hall.

1. ROLL CALL

Present:

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

Absent:

Michael W. Hutson  
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-2014-11-061**

Moved by: Schepke  
Seconded by: Strat

**RESOLVED**, To approve the Agenda as prepared.

Yes: All present (7)  
Absent: Hutson, Sanzica

**MOTION CARRIED**

3. APPROVAL OF MINUTES

**Resolution # PC-2014-11-062**

Moved by: Krent  
Seconded by: Schepke

**RESOLVED**, To approve the minutes of the November 11, 2014 Regular meeting as published.

Yes: All present (7)  
Absent: Hutson, Sanzica

**MOTION CARRIED**

4. PUBLIC COMMENT – Items not on the Agenda

There was no one present who wished to speak.

5. ZONING BOARD OF APPEALS (ZBA) REPORT

There was no Zoning Board of Appeals meeting in October.

6. DOWNTOWN DEVELOPMENT AUTHORITY (DDA) REPORT

There was no Downtown Development Authority meeting in October.

7. PLANNING AND ZONING REPORT

Mr. Savidant reported on recent development activity.

**ZONING ORDINANCE TEXT AMENDMENT**

8. ZONING ORDINANCE TEXT AMENDMENT (File Number ZOTA 247) – Oil and Gas Extraction

Messrs. Carlisle and Savidant reviewed proposed draft Zoning Ordinance language relating to the regulation of oil and gas extraction.

Discussion followed.

City administration will prepare draft text language in Zoning Ordinance format for review at a future meeting.

**OTHER BUSINESS**

9. PUBLIC COMMENT – Items on Current Agenda

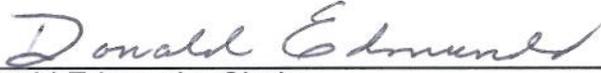
There was no one present who wished to speak.

10. PLANNING COMMISSION COMMENT

There were general Planning Commission comments.

The Special/Study meeting of the Planning Commission adjourned at 7:40 p.m.

Respectfully submitted,



Donald Edmunds, Chair



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 December 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  
 David Roberts, Assistant Fire Chief  
 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.

Chair Dziurman thanked Mr. Carolan for his service on the Board. Mr. Carolan's term expires January 1, 2015.

Chair Dziurman also thanked Ms. Brooks for her acknowledgment of special occasions on behalf of the Board.

2. APPROVAL OF MINUTES

Moved by: Carolan  
 Support by: Abitheira

**RESOLVED**, To approve the minutes of the November 5, 2014 Regular meeting as submitted.

Yeas: All present (5)

**MOTION CARRIED**

3. HEARING OF CASES

- A. VARIANCE REQUEST, TERRY GLADSTONE FOR ACTION FENCE OF MICHIGAN, 4621 SUTHERLAND – This property is a double front corner lot. As such it has a required front setback along both Sutherland and John R. The petitioner is requesting a variance to install a 4 foot high non-obscuring aluminum

fence in the required front setback along John R where City Code limits fences to 30 inches high.

Mr. Grusnick informed the Board the homeowner applied for a variance in October 2014 to install a 6 foot high privacy fence. The Board denied the request based on the number of responses from neighbors in opposition, detailing the negative impact it would have on the surrounding area and subdivision.

Mr. Grusnick reported the department received no responses to the public hearing notices for the requested variance under consideration by the Board today to install a 4 foot high aluminum non-obscuring fence.

Present were Terry Gladstone of Action Fence of Michigan and the homeowners, Daxeshkumar and Priti Patel.

Mr. Patel said he spoke with neighbors about their intent to install a 4 foot high aluminum fence. He indicated the neighbors were supportive because the fence would be similar to the type and style of other fences in the neighborhood.

There was discussion on:

- Setback requirements.
- Fence height if pool would be installed at a future date.
- Fence height and style allowable within portion of rear and westerly side of property.
- Homeowners Association bylaws.

Chair Dziurman opened the floor for public comment. Acknowledging there was no one present to speak, the floor was closed.

Moved by: Brooks  
Support by: Abitheira

**RESOLVED**, To grant the request for a 48 inch high non-obscuring aluminum fence, based on the following reasons:

1. The variance would not be contrary to the public interest or general purpose and intent of Chapter 83.
2. The variance does not adversely affect properties in the immediate vicinity of the proposed fence.

Yeas: All present (5)

**MOTION CARRIED**

- B. **VARIANCE REQUEST, VARGHESE CHACKO FOR DALLAS INDUSTRIES, 103 PARK** – The petitioner is requesting renewal of the conditional relief of the requirement of a fire suppression system. The original variance was granted in 1978 when a 6,000 square foot addition was erected. In 1984 this Board approved the renewal of the fire suppression system variance subject to terms and conditions set forth in a document/affidavit prepared by the City Attorney's Office and recorded with the Oakland County Register of Deeds. The affidavit does not automatically extend the waiver of the fire suppression system requirement upon change in ownership and it indicates the City may require a new owner to comply with the requirement. Accordingly, the new owner must apply to the Building Code Board of Appeals in order to renew the fire suppression requirement waiver.

Mr. Grusnick reviewed the variance request and provided the Board with minutes from previous Building Code Board of Appeals meetings relating to the item.

Assistant Fire Chief Roberts reported a determination upon inspection that the manufacturing facility remains a non-combustible operation. He stated he is not supportive of the fact there is no fire suppression in the building, but concluded the nature of the manufacturing process that prompted the initial variance has not changed.

Present were Stanley Szot, legal representative for the property owner, and Varghese Chacko of Dallas Industries.

Mr. Chacko said he has leased the building since 2009 and has made an offer to purchase. He said the manufacturing operation has not changed and he is before the Board today as a prospective new owner. Mr. Chacko said he would consider a fire suppression system in the future but at this time is not able to fund the expense.

There was discussion on:

- Square footage of building.
- Fire Department building inspection procedure.
- Administrative procedure that would be followed should a change in use take place (Building and Fire departments).
- Responsibility of building owner, lessee and/or possessor to report a change in use.
- Adjacent buildings; installation of fire suppression systems unknown.
- Hardship to install fire suppression system.

Mr. Szot provided a prepared affidavit for consideration and review by the City Attorney's office, noting the document is of the same concept and language as the initial affidavit.

Chair Dziurman opened the floor for public comment. Acknowledging there was no one present to speak, the floor was closed.

Moved by: Carolan  
Support by: Abitheira

**RESOLVED**, To approve the variance request to renew relief of the requirement of a fire suppression system with the conditions that (1) an affidavit is prepared by the City Attorney’s office for the continued use and is filed with the Register of Deeds and (2) the City is notified of any change in property ownership or tenancy or any change in use, based on the following reason:

1. 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**

4. COMMUNICATIONS

None.

5. PUBLIC COMMENT

None.

6. MISCELLANEOUS BUSINESS – 2015 Meeting Dates

Moved by: Abitheira  
Support by: Brooks

**RESOLVED**, To approve the 2015 Building Code Board of Appeals meeting dates, as prepared.

Yeas: All present (5)

**MOTION CARRIED**

7. ADJOURNMENT

The Regular meeting of the Building Code Board of Appeals adjourned at 3:28 p.m.

Respectfully submitted,

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Theodore Dziurman, Chair

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Kathy L. Czarnecki, Recording Secretary

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Berkley • Beverly Hills • Birmingham • Clawson • Ferndale • Hazel Park • Huntington Woods • Lathrup Village • Oak Park • Pleasant Ridge • Royal Oak • Troy

## QUARTERLY REPORT OCTOBER 2014

### BOARD OF TRUSTEES

<b>Representative</b>	<b>Municipality</b>
J. Bais-DiSessa	City of Berkley
C. Wilson	Village of Beverly Hills
L. Wood	City of Birmingham
M. Pollock	City of Clawson
L. Cureton	City of Ferndale
A. LeCureaux	City of Hazel Park
A. Sullivan	City of Huntington Woods
M. Baumgarten	City of Lathrup Village
R. Fortura	City of Oak Park
S. Pietrzak	City of Pleasant Ridge
G. Rassel	City of Royal Oak
T. Richnak	City of Troy

### OFFICERS

Chairman:	G. Rassel
Vice Chair:	C. Wilson
Secretary:	T. Richnak
Advisory Committee:	C. Wilson G. Rassel

J. A. McKeen	General Manager
R. Jackovich	Operations Manager

Board of Trustees  
SOCRRA

Subject: Quarterly Report - October 2014

Board Members:

Attached is a copy of SOCRRA's Quarterly Report covering the first three months operation of the fiscal year 2014/15. The report contains a financial statement of the Authority's operation and an outline of projects in progress or completed during the quarter. The report also contains statistical information and other information of general interest to the members of this Authority.

**BOARD OF TRUSTEES**

The governing body of the Authority is a Board of Trustees, consisting of one representative from each constituent municipality. The Board held its Organization Meeting on July 9, 2014, and members were elected to serve as Officers for the fiscal year beginning July 2014.

Following is a list of the current officers:

Chair: Greg Rassel  
 Vice Chair: Chris Wilson  
 Secretary: Tim Richnak

Representatives on the Board are entitled to one vote for each 3,000 tons, or fraction thereof, of material delivered to the Authority during the preceding fiscal year. The number of votes of each constituent member for the fiscal year, beginning July 2014, is as follows:

<b>Municipality</b>	<b>Votes</b>
Berkley	3
Beverly Hills	3
Birmingham	6
Clawson	3
Ferndale	6
Hazel Park	3
Huntington Woods	2
Lathrup Village	1
Oak Park	5
Pleasant Ridge	1
Royal Oak	13
Troy	14
<b>Total:</b>	<b>60</b>

The Board meets in regular session once each month for the purpose of conducting all business coming before the Board.

The Authority is responsible for collecting recyclables, refuse and yard waste from the member communities and then recycling, disposing, or composting these materials. The Authority has entered into contracts with the individual members for a period extending to July 1, 2027. These

contracts obligate the Authority to handle this material, charging rates sufficient to pay the operating costs and capital improvements.

### **FINANCIAL STATEMENT**

The total net income for the first 3 months of 2014/15 was \$137,406, before depreciation. This was \$37,245 greater than planned and a decrease from the net income of \$269,406 for the same period of 2013/14.

	<u>Actual</u>	<u>Compared to Budget</u>
Revenue	\$5,001,580	+ \$ 145,031
Expenses	\$4,864,174	+ \$ 107,786
Net Income	\$ 137,406	+ \$ 37,245

The increase in revenue was due primarily to greater than planned non-member refuse from Car Trucking, Rizzo Services, Tringali Sanitation and our other cash customers (+\$162,000), higher member services revenue (+\$41,000), higher tonnage of non-member yard waste (\$16,000) and higher than planned compost sales (+\$6,000), which were partially offset by lower proceeds from the sale of recycled material (-\$71,000). The sale of recycled material generated \$212,000, which was 25% lower than budgeted and 20% lower than the revenue generated in the first quarter of 2013/14. The primary reasons for this decrease in revenue were the weak markets for all of our recycled materials except plastics and reduced recycling tonnage in August due to the flooding.

Expenses were higher than budget due to increased contract expenses (+\$265,000) which were partially offset by reduced costs for non-labor Administrative and General expenses (-\$120,000), maintenance (-\$35,000). All other expense items were very close to budget. Additional financial detail is attached.

### **MATERIAL HANDLED**

SOCRRA processed 73,130 tons of refuse, yard waste and recyclables during the first three months of the current fiscal year. This represents an increase of 45% or 22,779 total tons compared to the same period last year. Most of the increased tonnage was refuse generated from the August 11 flooding, see discussion below. The amount of member refuse increased by 75% compared to the previous fiscal year. The amount of recycling from the member communities decreased by 279 tons or 6.2%. Non-member refuse tonnage increased by 40% compared to the previous year. This was also primarily due to the August 11 flooding.

Our recent history of tonnage handled is displayed in the table below:

	2010/11	2011/12	2012/13	2013/14	2014/15
Member Refuse	28,363	28,626	27,400	28,666	50,064
Non-Member Refuse	3,539	7,384	7,361	7,799	10,890
Member Recycling	4,190	4,259	4,242	4,485	4,206
Non-Member Recycling	377	113	145	127	132
Yard Waste	8,499	7,683	7,676	9,274	7,838
TOTAL	44,968	48,066	46,824	50,351	73,130

## **CAPITAL EXPENDITURES**

Capital expenditures totaled \$31,742 for the first quarter. The major expenditures were for the initial payment for the replacement of the main sort conveyor for the container line at the MRF (\$20,000), for payments for the Scarab compost turner (\$6,000) and partial payment for the portable paper shredder at the MRF (\$4,000).

## **MAJOR PROJECTS**

### **AUGUST 11, 2014 FLOODING**

The flood of August 11, 2014 and the debris that resulted from the flood was by far the most important event of the first quarter. In the three weeks between August 11 and the end of the month, we received the amount of trash that would normally be generated in three months. The amount of debris generated by this event was far larger than anything SOCRRA has handled in its 50+ year history. The SOCRRA employees, city employees and the collection contractors performed an amazing amount of work to clean up the debris generated by this disaster. I was especially thankful for the work done by Bob Jackovich, SOCRRA Operations Director and Lucas Dean, Troy Transfer Station and MRF Supervisor, for their work in running SOCRRA's operations during this disaster.

The amount of material generated by this disaster completely overwhelmed our routine waste handling system. As a result, we established very large debris piles at three outside locations: at our Madison Heights Transfer Station, at our Troy Transfer Station and outside of the MRF at our Troy facility. We obtained emergency authorization from the Michigan Department of Environmental Quality to maintain the outside refuse piles, which were beyond the requirements of our operating permits. Despite this authorization, the City of Madison Heights took great lengths to disrupt our operations at our Madison Heights facility. It took the strong threat of legal action by Bob Davis, SOCRRA's General Counsel, to remove the obstacles preventing us from using our facility. Madison Heights also mailed tickets to Bob Jackovich and me at our homes for running an illegal dump. Mr. Davis was successful in having these tickets dismissed.

SOCRRA was able to secure the services of several contractors to assist with the debris removal efforts. Environmental Wood Services supplied large material handling equipment to manage the debris piles and to load trailers to transport the debris to landfills. Latigo Transportation also supplied trailers to transport debris. Waste Management provided landfill services at their Eagle Valley Landfill and collection services in several member communities. Collection services were also provided by city employees, Republic Services, Canton Waste, the Oakland County Road Commission, the City of Southfield, Brillar Landscaping, Turf Tenders as well as our existing collection contractors Car Trucking, Rizzo Services and Tringali Sanitation.

Collectively, the SOCRRA employees, the city employees and our contractors performed outstanding service in extremely difficult circumstances.

SOCRRA was able to return to normal operations as of September 8, 2014.

The response to this event also generated enormous costs. The event was declared a federal disaster in late September, which opened up the opportunity for financial help from FEMA. FEMA determined that SOCRRA was not able to apply directly to FEMA for reimbursement. Instead, we are going to be invoicing each affected community (which include all member communities except for Beverly Hills, Birmingham and Lathrup Village) and each community will seek reimbursement from FEMA. Under a pilot debris management program being conducted by FEMA, the cities will be eligible for up to 85% of the debris management costs incurred in the first 30 days following the August 11 event. Almost 100% of our expenses were incurred during this period.

SOCRRA has been working very closely with each affected community and their FEMA representative to provide all of the documentation and records needed by FEMA. We have developed a billing methodology that appears to be acceptable to FEMA and we have been working with our contractors to make sure that their invoices meet FEMA requirements. As of the end of October, this effort is nearing completion and we plan to be able to invoice the affected communities in early November. It appears that the FEMA reimbursement process will take several months to complete.

An event like this also offers a great learning opportunity. SOCRRA is reviewing how we handled every aspect of our operations, including the operations of our contractors, during this event. While I was very pleased with how we handled this event, there are a lot of things that we can learn so that we are better prepared for the next disaster.

### **RECYCLED COMMODITY PRICES**

The prices that we receive for our recycled plastic and metal products have been fairly stable, but at a very low level. Prices have been consistently below the level used to prepare our budget. Plastic prices have been very good and have been above the budgeted level. However, the recent decline in oil prices will probably cause a decrease in our plastic prices.

We are continuing to find stable outlets for our mixed #1-#7 injection molded plastics material for recycling. We have been receiving a small payment for this material.

### **RECYCLING BIN BLITZ**

As part of our celebration of America Recycles Day on November 15, during the month of November, SOCRRA and the member communities will again be selling recycling bins at a reduced price of \$6. This is about half of the usual price. We are doing this in order to encourage more residents to recycle and to use more than one bin for recycling in order to recycle the full range of materials that can be collected through our curbside recycling program. We hope to sell 1,000 recycling bins during the month of November.

### **STYROFOAM RECYCLING**

The SOCRRA Board approved an agreement with Dart Industries that will allow us to begin to accept Styrofoam for recycling at our recycling drop-off center in Troy. Dart will be providing this recycling service on a no cost/no pay basis for a 6 month trial period. This agreement was approved 2 days after the August flood disaster took place and the subsequent events delayed the start of this new service. We hope to begin recycling Styrofoam during the 2<sup>nd</sup> quarter of the fiscal year. We will still not be accepting Styrofoam as part of our curbside recycling program.

However, being able to accept this material at our recycling drop-off center should generate a substantial amount of material and should be very popular with our residents.

**ANNUAL AUDIT**

Representatives of Plante & Moran were in the SOCRRA office for a week during September performing their audit of our accounting records. The final audit is being reviewed with the SOCRRA Audit Committee during October, 2014 and will be reviewed by the SOCRRA Board at their November, 2014 meeting.

Respectfully submitted,

Jeffrey A. McKeen, P.E.  
General Manager

SOCRRA  
STATEMENT OF INCOME  
JULY 1, 2014 THROUGH SEPTEMBER 30, 2014

<u>REVENUES</u>	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>VARIANCES</u>
MEMBER SERVICES	\$4,263,249.00	\$4,303,758.32	\$40,509.32
NON-MEMBER REFUSE	250,000.00	412,882.58	162,882.58
NON MEMBER YARD WASTE	12,000.00	28,274.80	16,274.80
	<hr/> \$4,525,249.00	<hr/> \$4,744,915.70	<hr/> \$219,666.70
 <u>RECYCLING</u> 			
NEWSPAPERS	\$104,000.00	\$78,416.10	(\$25,583.90)
BOXBOARD	34,000.00	23,410.00	(\$10,590.00)
CARDBOARD	12,000.00	8,992.61	(3,007.39)
PLASTIC	80,000.00	64,677.65	(15,322.35)
SCRAP METAL	17,500.00	12,080.63	(5,419.37)
TIN CANS	27,000.00	15,059.52	(11,940.48)
NON FERROUS METAL	3,000.00	2,616.00	(384.00)
GLASS	2,000.00	544.25	(1,455.75)
BATTERIES	600.00	794.00	194.00
USED ELECTRONICS	3,000.00	5,069.88	2,069.88
	<hr/> \$283,100.00	<hr/> \$211,660.64	<hr/> (\$71,439.36)
 <u>OTHER</u> 			
REVENUES-COMPOST	\$14,000.00	\$19,630.20	\$5,630.20
INTEREST ON INVESTMENTS	5,100.00	2,455.32	(2,644.68)
RENTAL INCOME	23,100.00	20,887.00	(2,213.00)
GRANTS	0.00	0.00	0.00
MISC. INCOME	6,000.00	2,031.50	(3,968.50)
	<hr/> \$48,200.00	<hr/> \$45,004.02	<hr/> (\$3,195.98)
 TOTAL REVENUES	 <hr/> <hr/> \$4,856,549.00	 <hr/> <hr/> \$5,001,580.36	 <hr/> <hr/> \$145,031.36

<u>EXPENSES</u>	<u>BUDGET APPROPRIATIONS</u>	<u>ACTUAL EXPENDITURES</u>	<u>VARIANCES</u>
MADISON HEIGHTS FACILITY	\$6,450.00	\$14,637.94	\$8,187.94
TROY TRANSFER FACILITY	342,400.00	461,024.23	118,624.23
MATERIAL RECOVERY FACILITY	293,350.00	246,494.84	(46,855.16)
HOUSEHOLD HAZARDOUS WASTE	66,250.00	36,669.10	(29,580.90)
COMPOST/LANDFILL FACILITY	132,600.00	104,889.73	(27,710.27)
ADMINISTRATIVE & GENERAL	333,395.00	206,467.35	(126,927.65)
COLLECTION FEES	1,643,981.00	1,306,493.53	(337,487.47)
COLLECTION & DISPOSAL FEES IN TRANSIT	1,937,962.00	2,487,497.37	549,535.37
	<hr/> \$4,756,388.00	<hr/> \$4,864,174.09	<hr/> \$107,786.09
 REVENUES OVER EXPENSES	 \$100,161.00	 \$137,406.27	 \$37,245.27
 NET INCOME BEFORE DEPRECIATION	 <hr/> <hr/> \$100,161.00	 <hr/> <hr/> \$137,406.27	 <hr/> <hr/> \$37,245.27

SOCRRA  
STATEMENT OF INCOME  
JULY 1, 2014 THROUGH SEPTEMBER 30, 2014

<u>REVENUE</u>	<u>TOTAL TONS</u>	<u>AMOUNT</u>
MEMBER SERVICES	50,064.53	\$4,303,758.32
NON-MEMBER REFUSE	10,889.58	412,882.58
<u>YARD WASTE</u>		
MEMBERS	7,500.23	0.00
OTHERS	338.06	28,274.80
<u>RECYCLABLES</u>		
MEMBERS	4,206.30	0.00
OTHERS	131.70	0.00
	73,130.40	\$4,744,915.70
<u>RECYCLING</u>		
NEWSPAPERS		\$78,416.10
BOXBOARD		23,410.00
CARDBOARD		8,992.61
PLASTIC		64,677.65
SCRAP METAL		12,080.63
TIN CANS		15,059.52
NON FERROUS METAL		2,616.00
GLASS		544.25
BATTERIES		794.00
USED ELECTRONICS		5,069.88
		\$211,660.64
<u>OTHER</u>		
COMPOST SALES		\$19,630.20
INTEREST ON INVESTMENTS		2,455.32
RENTAL INCOME		20,887.00
GRANTS		0.00
MISC. INCOME		2,031.50
		45,004.02
TOTAL REVENUE		\$5,001,580.36
<u>EXPENSES</u>		
MADISON HEIGHTS FACILITY		\$14,637.94
TROY TRANSFER FACILITY		461,024.23
MATERIAL RECOVERY FACILITY		246,494.84
HOUSEHOLD HAZARDOUS WASTE		36,669.10
COMPOST/LANDFILL FACILITY		104,889.73
ADMINISTRATIVE & GENERAL		206,467.35
COLLECTION CONTRACT EXPENSES		1,306,493.53
COLLECTION & DISPOSAL FEES IN TRANSIT		2,487,497.37
		\$4,864,174.09
NET INCOME BEFORE DEPRECIATION		\$137,406.27
DEPRECIATION		97,662.54
NET INCOME		\$39,743.73

SOCRRA  
 STATEMENT OF REVENUES & EXPENDITURES  
 COMPARED WITH TOTAL BUDGET  
 JULY 1, 2014 THROUGH SEPTEMBER 30, 2014

<u>REVENUES</u>	TOTAL BUDGET 2014/15	ACTUAL 3 MONTHS	BALANCE	
MEMBERS SERVICES	\$17,053,000.00	\$4,303,758.32	\$12,749,241.68	25%
NON-MEMBER REFUSE	954,000.00	412,882.58	541,117.42	43%
<u>YARD WASTE</u>				
NON-MEMBERS	70,000.00	28,274.80	41,725.20	40%
<hr/>				
	\$18,077,000.00	\$4,744,915.70	\$13,332,084.30	
<u>RECYCLABLES</u>				
NEWSPAPERS	\$630,000.00	\$78,416.10	\$551,583.90	12%
BOXBOARD	210,000.00	23,410.00	186,590.00	11%
CARDBOARD	71,000.00	8,992.61	62,007.39	13%
PLASTIC	485,000.00	64,677.65	420,322.35	13%
SCRAP METAL	107,000.00	12,080.63	94,919.37	11%
TIN CANS	164,000.00	15,059.52	148,940.48	9%
NON FERROUS METAL	17,000.00	2,616.00	14,384.00	15%
GLASS	13,000.00	544.25	12,455.75	4%
BATTERIES	4,000.00	794.00	3,206.00	20%
USED ELECTRONICS	21,000.00	5,069.88	15,930.12	24%
<hr/>				
	\$1,722,000.00	\$211,660.64	\$1,510,339.36	12%
<u>OTHER</u>				
COMPOST SALES	\$60,000.00	\$19,630.20	\$40,369.80	33%
INTEREST ON INVESTMENTS	20,000.00	2,455.32	17,544.68	12%
RENTAL OF HOMES	95,000.00	20,887.00	74,113.00	22%
GRANTS	0.00	0.00	0.00	0%
MISC. INCOME	25,000.00	2,031.50	22,968.50	8%
<hr/>				
	\$200,000.00	\$45,004.02	\$154,995.98	23%
TOTAL REVENUES	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
	\$19,999,000.00	\$5,001,580.36	\$14,997,419.64	25%

SOCRRA  
 STATEMENT OF REVENUES & EXPENDITURES  
 COMPARED WITH TOTAL BUDGET  
 JULY 1, 2014 THROUGH SEPTEMBER 30, 2014

<u>EXPENSES</u>	<u>TOTAL BUDGET 2014/15</u>	<u>ACTUAL 3 MONTHS</u>	<u>BALANCE</u>	
MADISON HEIGHTS FACILITY	\$96,000.00	\$14,637.94	\$81,362.06	15%
TROY TRANSFER FACILITY	3,148,600.00	461,024.23	2,687,575.77	15%
MATERIAL RECOVERY FACILITY	1,192,050.00	246,494.84	945,555.16	21%
HOUSEHOLD HAZARDOUS WASTE	270,200.00	36,669.10	233,530.90	14%
COMPOST/LANDFILL FACILITY	428,900.00	104,889.73	324,010.27	24%
ADMINISTRATIVE & GENERAL	1,256,800.00	206,467.35	1,050,332.65	16%
COLLECTION & DISPOSAL FEES	12,528,000.00	1,306,493.53	11,221,506.47	10%
COLLECTION & DISPOSAL FEES IN TRANSIT	0.00	2,487,497.37	(2,487,497.37)	0%
	<u>\$18,920,550.00</u>	<u>\$4,864,174.09</u>	<u>\$14,056,375.91</u>	
TOTAL EXPENDITURES	<u>\$18,920,550.00</u>	<u>\$4,864,174.09</u>	<u>\$14,056,375.91</u>	26%
NET INCOME	<u>\$1,078,450.00</u>	<u>\$137,406.27</u>	<u>\$941,043.73</u>	13%

S O C R R A  
 COMPARATIVE STATEMENT  
 JULY 1, 2014 THROUGH SEPTEMBER 30, 2014

	<u>2014/15</u>	<u>2013/14</u>	<u>VARIANCES</u>
<u>REVENUES</u>			
MEMBER SERVICES	\$4,303,758.32	\$4,173,809.24	\$129,949.08
NON MEMBER REFUSE	412,882.58	326,937.62	85,944.96
<u>YARD WASTE</u>			
MEMBERS	0.00	0.00	0.00
OTHERS	28,274.80	25,737.80	2,537.00
	<hr/>	<hr/>	<hr/>
	\$4,744,915.70	\$4,526,484.66	\$218,431.04
<u>RECYCLABLES</u>			
NEWSPAPERS	\$78,416.10	\$89,330.70	(\$10,914.60)
BOXBOARD	23,410.00	25,699.19	(2,289.19)
CARDBOARD	8,992.61	16,305.34	(7,312.73)
PLASTIC	64,677.65	84,679.09	(20,001.44)
SCRAP METAL	12,080.63	18,093.63	(6,013.00)
TIN CANS	15,059.52	18,270.08	(3,210.56)
NON FERROUS METAL	2,616.00	3,340.76	(724.76)
GLASS	544.25	504.25	40.00
BATTERIES	794.00	1,376.80	(582.80)
USED ELECTRONICS	5,069.88	2,058.44	3,011.44
	<hr/>	<hr/>	<hr/>
	\$211,660.64	\$259,658.28	(\$47,997.64)
<u>OTHER</u>			
COMPOST SALES	\$19,630.20	\$22,724.50	(\$3,094.30)
INTEREST ON INVESTMENTS	2,455.32	3,531.34	(1,076.02)
RENTAL OF HOMES	20,887.00	22,192.00	(1,305.00)
GRANTS	0.00	0.00	0.00
MISC. INCOME	2,031.50	1,562.00	469.50
	<hr/>	<hr/>	<hr/>
	\$45,004.02	\$50,009.84	(\$5,005.82)
TOTAL REVENUES	\$5,001,580.36	\$4,836,152.78	\$165,427.58
OPERATING EXPENSES	\$4,864,174.09	\$4,566,272.58	\$297,901.51
EXCESS	<hr/>	<hr/>	<hr/>
	\$137,406.27	\$269,880.20	(\$132,473.93)

SOCRRA  
TOTAL SERVICE CHARGES  
JULY 1, 2013 THROUGH SEPTEMBER 30, 2013

<u>MUNICIPALITY</u>	<u>TOTAL TONS</u>	<u>SERVICE CHARGES</u>
BERKLEY	4,660	\$226,023.36
BEVERLY HILLS	2,018	\$154,998.00
BIRMINGHAM	3,679	\$348,118.64
CLAWSON	3,084	\$189,224.70
FERNDALE	5,581	\$417,355.06
HAZEL PARK	3,591	\$267,781.10
HUNTINGTON WOODS	4,299	\$84,750.00
LATHRUP VILLAGE	627	\$69,591.74
OAK PARK	7,229	\$400,287.81
PLEASANT RIDGE	521	\$43,961.28
ROYAL OAK	14,677	\$1,070,411.32
TROY	11,806	1,031,255.31
	<hr/>	<hr/>
SUB-TOTAL	61,771	\$4,303,758.32
	<hr/>	<hr/>
OTHER CUSTOMERS	11,245	\$441,157.38
DROP OFF CENTERS	115	0.00
	<hr/> <hr/>	<hr/> <hr/>
TOTAL	73,130	\$4,744,915.70

SOCRRA  
IMPROVEMENT FUND  
JULY 1, 2014 THROUGH SEPTEMBER 30, 2014

EXPENDITURES

TS Driveway Replacement	\$1,602.25
MRF Conveyor Belt	\$20,000.00
MRF New Paper Shredder	4,140.00
CS Scarab Rental	6,000.00
TOTAL	<u>\$31,742.25</u>



## CITY COUNCIL AGENDA ITEM

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Date: December 2, 2014

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic and Community Development  
Paul Featherston, Building Official, SAFEbuilt  
Mitch Grusnick, City Building Official

Subject: Building Department Activity Report – November, 2014

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The following attachment contains a summary of permit activity and project valuation for the Building Inspection Department comparing November 2013 to November 2014. Valuations have increased to above the levels from last year.

We have issued 8310 building, plumbing, electrical and mechanical related permits for the year so far compared to 9364 in November of 2013. Just about at the levels from last year.

Year to date project valuations thru November 2014 are at \$188,292,385. Compared to November 2013 building related permits had a valuation of \$131,076,501. A large increase in valuation for this time of the year.

Our inspectors performed 1276 trade inspections for the month of November 2014 compared to 1587 for the month of November, 2013.

**Attachments:**

1. Building Department Activity Report

Preparer of memo\File name\File location

## BUILDING PERMITS ISSUED

	BUILDING PERMITS 2013	PERMIT VALUATION 2013	BUILDING PERMIT REVENUE 2013	BUILDING PERMITS 2014	PERMIT VALUATION 2014	BUILDING PERMIT REVENUE 2014
JANUARY	134	\$ 17,779,504.00	\$ 325,899.80	85	\$ 13,726,432.00	\$ 215,511.91
FEBRUARY	85	\$ 4,917,385.00	\$ 147,780.63	99	\$ 12,432,557.00	\$ 253,007.65
MARCH	119	\$ 8,792,342.00	\$ 214,333.92	109	\$ 9,404,255.00	\$ 181,670.90
APRIL	139	\$ 7,893,210.00	\$ 183,511.89	180	\$ 9,270,743.00	\$ 236,353.06
MAY	231	\$ 11,331,067.00	\$ 282,130.55	239	\$ 18,313,926.00	\$ 355,839.39
JUNE	205	\$ 13,523,975.00	\$ 302,089.28	239	\$ 18,102,797.00	\$ 365,425.18
JULY	228	\$ 13,915,855.00	\$ 398,711.85	247	\$ 11,935,427.00	\$ 299,613.83
AUGUST	232	\$ 13,670,900.00	\$ 347,740.85	234	\$ 31,534,428.00	\$ 471,547.41
SEPTEMBER	202	\$ 7,587,238.00	\$ 202,272.40	224	\$ 15,976,077.00	\$ 255,081.96
OCTOBER	247	\$ 26,698,481.00	\$ 427,291.44	242	\$ 14,947,478.00	\$ 340,307.04
NOVEMBER	144	\$ 4,968,544.00	\$ 175,694.23	173	\$ 32,648,265.00	\$ 450,235.69
DECEMBER	99	\$ 5,338,979.00	\$ 141,642.65	0	\$ -	\$ -
<b>TOTAL</b>	<b>2065</b>	<b>\$136,417,480.00</b>	<b>\$3,149,099.49</b>	<b>2071</b>	<b>\$188,292,385.00</b>	<b>\$3,424,594.02</b>

**From:** Mary Costakes

**Sent:** Tuesday, December 02, 2014 3:18 PM

**To:** Ellen C Hodorek; Dane Slater; Wade Fleming; Jim Campbell; Dave Henderson; Ed Pennington; Doug Tietz

**Cc:** Cindy A Stewart; Brian M Kischnick

**Subject:** Kudos

Hello to all!

I just wanted to take a moment to let the Mayor of Troy and the Troy City Council know what a fantastic job your planning/building department does. I pull permits in virtually every city in Southeastern Michigan, and the City of Troy is by FAR the best city I work with. Paul Evans and the entire staff deserve recognition for the outstanding job that they do. Every phone call and email are promptly responded to, they are always friendly, courteous, and helpful, and the speed at which permits are approved is nothing short of amazing.

I sincerely wish that every city would take a page out of Troy's book and learn how to work with the public, because Troy truly "gets" it.

Keep up the great work!

**Mary Costakes**

Administrative Assistant

Araneae, Inc.



Date: **Tuesday, December 9, 2014**

To: **Chief Mayer  
Captain Frye  
Lieutenant Gordon  
Lieutenant Stout  
Sergeant Haddad**

Cc: **Mayor Slater  
CS Sam Kalef  
CS Jason Strasz  
PSA Ben Hancock  
PSA Kathryn Beurlier  
PSA Kurt Muehlbacher  
File**

Subject: **Letter of Appreciation**

The purpose of this letter is to express my **GENUINE APPRECIATION** to various members of the Troy Police Department's Communications Staff. On Saturday, November 29th. I had the wonderful opportunity to "sit in" and observe the activities / process of the Communications Staff in real time. I was so very much impressed with the individuals I met, the equipment and room layout.

First I want to specifically THANK **CS Sam Kalef** for welcoming me that evening. I appreciated so much his overview of the Communications structure and equipment. He was very accommodating and answered my many questions. I also want to THANK **PSA Hancock** and **PSA Muehlbacher** for allowing me to sit, listen and observe next to them how they do their job. I also want to mention **CS Strasz** and **PSA Beurlier** for letting me look over their shoulder and listen to their phone/radio dialogue. All the individuals I have mentioned in this paragraph I have so much respect and admiration for their professional abilities and skills.

On Tuesday, October 28th. I completed an eight week class at Troy Citizens Police Academy. That course / class coupled with this opportunity to experience first hand the Communications activities has left me so appreciative and thankful that I reside in Troy. Every individual I met is first class, well trained, and professional. One last time, **THANK YOU, EVERYTHING WAS SO APPRECIATED AND YOU ARE THE BEST!!!**

Sincerely



Ralph Klumpp

1098 Barton Way, Troy, Michigan 48098

248-828-4335

November 13, 2014



QUALITY LIFE THROUGH GOOD ROADS:  
ROAD COMMISSION FOR OAKLAND COUNTY  
"WE CARE."

**Board of Road Commissioners**

**Ronald J. Fowkes**  
Commissioner

**Gregory C. Jamian**  
Commissioner

**Eric S. Wilson**  
Commissioner

**Dennis G. Kolar, P.E.**  
Managing Director

**Gary Piotrowicz, P.E., P.T.O.E.**  
Deputy Managing Director  
County Highway Engineer

Highway Maintenance  
Department

2420 Pontiac Lake Road  
Waterford, MI  
48328

248-858-4881

FAX  
248-858-7607

[www.rcocweb.org](http://www.rcocweb.org)

Mr. Timothy Richnak  
Director of Public Works  
City of Troy  
500 West Big Beaver Road  
Troy, Michigan 48084-5285

Dear Mr. Richnak:

This letter is to inform you that The Road Commission for Oakland County will be increasing the amount of the Winter Maintenance Agreements by 8% for this year.

This year's original agreement was sent to you in the amount of \$249,691.36. The 8% increase will add \$19,975.31, which makes the total agreement amount \$269,666.66 for the 2014-2015 winter season.

Please invoice the Road Commission as you have in previous years per the signed agreement. For ease of tracking, please send a supplemental invoice covering the 8% increase in late January.

If you have any questions please feel free to call.

Sincerely,

Darryl M. Heid, P.E.  
Director of Highway Maintenance

/slp

### RCOC Winter Maintenance Contract Expense History

	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	Total	% of Expenses
Personal Services	\$ 67,971	\$ 109,889	\$ 85,042	\$ 122,384	\$ 87,472	\$ 93,444	\$ 173,673	\$ 125,799	\$ 69,447	\$ 113,287	\$ 49,177	\$ 61,799	\$ 231,716	\$ 1,391,100	31.7%
Vehicles & Equipment	\$ 39,260	\$ 73,090	\$ 62,263	\$ 88,718	\$ 57,674	\$ 58,122	\$ 112,434	\$ 117,084	\$ 56,849	\$ 79,109	\$ 42,838	\$ 62,300	\$ 185,740	\$ 1,035,481	23.6%
Salt and Supplies	\$ 64,128	\$ 128,162	\$ 118,385	\$ 167,386	\$ 128,565	\$ 120,004	\$ 257,666	\$ 238,349	\$ 114,949	\$ 191,836	\$ 81,388	\$ 123,749	\$ 219,459	\$ 1,954,026	44.6%
<b>Totals Expense</b>	\$ 171,359	\$ 311,141	\$ 265,690	\$ 378,488	\$ 273,711	\$ 271,570	\$ 543,773	\$ 481,232	\$ 244,114	\$ 384,232	\$ 173,403	\$ 247,848	\$ 636,915	\$ 4,383,476	
<b>RCOC Contract Amount</b>	\$ 213,170	\$ 219,565	\$ 226,152	\$ 230,676	\$ 235,289	\$ 239,995	\$ 244,795	\$ 249,691	\$ 249,691	\$ 249,691	\$ 249,691	\$ 249,691	\$ 269,666	\$ 3,127,763	
<b>Net Cost to City</b>	\$ 41,811	\$ 91,576	\$ 39,538	\$ 147,812	\$ 38,422	\$ 31,575	\$ 298,978	\$ 231,541	\$ 5,577	\$ 134,541	\$ 76,288	\$ 1,843	\$ 367,249	\$ 1,506,751	
<b>Average Net Cost to City / Year</b>															
	\$ 98,130														



UBS Financial Services Inc.  
1200 Harbor Boulevard  
Weehawken, NJ 07086-6791

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Wealth Management Americas

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bob.mulholland@ubs.com  
www.ubs.com

Council Reports

November 26, 2014

Brian Krischnick  
City of Troy  
500 W Big Beaver  
Troy, MI 480845254

Dear City of Troy,

We are pleased to share with you that Rebecca Sorensen has been named by *Financial Times* as one of the "Top 100 Women Financial Advisors" in the United States. This is an exceptional achievement and underscores Rebecca's commitment to providing her clients with outstanding advice and guidance.

This inaugural *Financial Times* ranking recognizes Financial Advisors who perform at the highest levels, act with professionalism and integrity and lead the way in their local market. In today's constantly changing economic and regulatory environment, the experience and expertise that Rebecca brings to bear for her clients is absolutely critical.

On behalf of everyone at UBS, we appreciate the trust and confidence you continue to place in Rebecca and our firm and we look forward to building on our strong relationship with you in the months and years ahead.

Sincerely,

Robert Mulholland  
Head, WMA Client Advisory Group

John Bush  
Executive Director

As a firm providing wealth management services to clients, we offer both investment advisory and brokerage services. These services are separate and distinct, differ in material ways and are governed by different laws and separate contracts. For more information on the distinctions between our brokerage and investment advisory services, please speak with your Financial Advisor or visit our website at [ubs.com/workingwithus](http://ubs.com/workingwithus).

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To qualify for the Financial Times Top 100 Women Financial Advisors, advisors met a minimum requirement of being a woman, having 10 or more years of experience as an advisor and at least \$200 million in assets under management (AUM). Finalists are chosen based on research done by the Financial Times staff, AUM, AUM growth and years of experience. Neither UBS Financial Service Inc. or its employees pay a fee in exchange for these ratings.