



# TROY CITY COUNCIL

## REGULAR MEETING AGENDA

**MARCH 9, 2015**  
CONVENING AT 7:30 P.M.

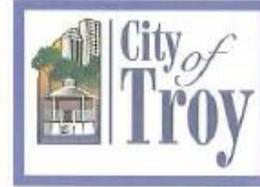
**Submitted By**  
**The City Manager**

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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**  
March 9, 2015 – 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**

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

C-1 Award of Excellence for 2014 Troy Roads Rock from the Michigan Concrete Association (Presented by: Kerry Sutton, Director of Engineering for Southeast Michigan) 1

C-2 Congressman Dave Trott - Update 1

C-3 Delinquent Property Tax Payment Deadline Information (Presented by: Andrew E. Meisner, Oakland County Treasurer) 1

C-4 Troy Youth Assistance – Parenting Month (Presented by: Robin Beltramini, Troy Youth Assistance) 1

C-5 Troy's 60<sup>th</sup> Anniversary – 1955-2015 (Presented by: Cindy Stewart, Community Affairs Director, and Loraine Campbell, Director of the Troy Historic Village) 1

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**INVOCATION:**

**PLEDGE OF ALLEGIANCE:**

**A. CALL TO ORDER:**

**B. ROLL CALL:**

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

- b) Excuse Absent Council Members:

Suggested Resolution

Resolution #2015-03-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of \_\_\_\_\_ at the Special Study Meeting and the Regular City Council Meeting of March 9, 2015, due to \_\_\_\_\_.

Yes:

No:

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

**C-1 Award of Excellence for 2014 Troy Roads Rock from the Michigan Concrete Association (Presented by: Kerry Sutton, Director of Engineering for Southeast Michigan)**

**C-2 Congressman Dave Trott - Update**

**C-3 Delinquent Property Tax Payment Deadline Information (Presented by: Andrew E. Meisner, Oakland County Treasurer)**

**C-4 Troy Youth Assistance – Parenting Month (Presented by: Robin Beltramini, Troy Youth Assistance)**

**C-5 Troy’s 60<sup>th</sup> Anniversary – 1955-2015 (Presented by: Cindy Stewart, Community Affairs Director, and Loraine Campbell, Director of the Troy Historic Village)**

**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 #2015-03-  
Moved by  
Seconded by

RESOLVED, That Troy City Council hereby **CONFIRMS** the appointment of the following person to serve on the Boards and Committees as indicated:

**Building Code Board of Appeals**

Appointed by Council

5 Regular Members: Three (3) Residents with background, training or experience in construction or similar trades; at least one shall be a professional structural or civil engineer of architectural engineering experience; Two (2) by Ordinance - City Manager and Oakland County Health Department Representative

**Required by Chapter 79:**

**Mike Morris (Oakland County Health Dept. Rep.)**

Yes:

No:

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

**a) Mayoral Nominations:**

Suggested Resolution

Resolution #2015-03-

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
Dziurman	Theodore	3/8/2014	4/30/2015	BCBA exp 1/1/2015
Kerwin	Mary	1/16/2017	4/30/2017	
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.
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)

**Interested Applicants:**

No applicants on file.

Yes:

No:

**b) City Council Nominations:**

Suggested Resolution

Resolution #2015-03-

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:

**Historic District Commission**

Appointed by Council

7 Regular Members

3 Year Term

**Current Members:**

Last Name	First Name	App Res Expire	Appointment Expire	Notes 2
Chambers	Barbara	12/20/2015	3/1/2017	
Knight	Barbara	1/15/2016	3/1/2015	EDC exp 4/30/2015
McCown	Paul	7/10/2015	3/1/2017	ZBA (Alt) exp 1/31/2018
McGee	Timothy	8/13/2014	5/15/2015	
Petrulis	Al	1/8/2016	3/1/2017	ACAB exp 9/30/2015; Traffic Comm. exp 1/31/2018
Schuchter	Doris	11/22/2013	5/15/2015	Historical Society Recommendation
Voigt	W. Kent	1/23/2015	3/1/2016	

**Nominations to the Historic District Commission:**

**Term Expires: 3/01/2018**

Term currently held by: Barbara Knight

**Interested Applicants:**

Last Name	First Name	App Res Expire	Notes
Adams	John	12/19/2016	
Talarico	Paula	1/8/2017	

**Liquor Advisory Committee**

Appointed by Council  
7 Regular Members  
3 Year Term

**Current Members:**

Last Name	First Name	App Res Expire	Appointment Expire	Notes
Comiskey	Ann	3/18/2016	1/31/2018	
Ehlert	Max	11/5/2016	1/31/2018	
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	1/31/2018	
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.

**Traffic Committee**

Appointed by Council  
7 Regular Members  
3 Year Term

**Current Members:**

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1
Brandstetter	Tim	10/17/2016	1/31/2018	
Easterbrook	David	12/2/2015	1/31/2016	Stevan Popovic's unexpired term
Huotari	William		12/31/2099	Ex-Officio Member
Kilmer	Richard	12/12/2015	1/31/2017	
Mayer	Gary		12/31/2099	Ex-Officio Member
Nelson	William		12/31/2099	Ex-Officio Member
Petrulis	Al	1/8/2016	1/31/2017	ACAB exp 9/30/2015;
Vacancy			1/31/2016	O. Apahidean resigned 2/13/15
Wilsher	Cynthia	10/9/2016	1/31/2018	
Ziegenfelder	Peter	12/9/2015	1/31/2017	

**Nominations to the Traffic Committee:**

**Term Expires: 1/31/2016**

Term currently held by: O. Apahidean resigned 2/13/2015

**Interested Applicants:**

Last Name	First Name	App Resume Expire	Notes 1
Bluhm	David	10/21/2015	STUDENT
Huber	R. Mitch	8/26/2016	STUDENT

Yes:

No:

**I-3 Request for Closed Session**

Suggested Resolution

Resolution #2015-03-

Moved by

Seconded by

BE IT RESOLVED, That Troy City Council **SHALL MEET** in Closed Session, as permitted by MCL 15.268 (e) – Pending Litigation – (*Todd Michael v City of Troy*) and MCL 15.268 (h) (MCL 15.243(g)).

Yes:

No:

**I-4 Roads Presentation (Introduced by: Brian Kischnick, City Manager)**

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**I-5 2015 Troy Concrete Pavement Replacement Program and Budget Amendment (Introduced by: Tom Darling, Director of Financial Services)**Suggested Resolution

Resolution #2015-03-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **APPROVES** the use of City funds for concrete pavement replacement on roads under the jurisdiction of the Road Commission for Oakland County.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** the transfer of \$2,000,000 from the General Fund Fund Balance to the Capital Projects Fund for Major Roads for concrete pavement replacement on Big Beaver, John R and Dequindre Roads.

BE IT FINALLY RESOLVED, That Troy City Council hereby **APPROVES** a 2014-15 budget amendment of \$1,000,000 for transfers from the General Fund to the Capital Projects Fund for Major Roads and that City Management will provide for a \$1,000,000 transfer from the General Fund to the Capital Projects Fund for Major Roads in the 2015-16 budget.

Yes:

No:

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**I-6 Standard Purchasing Resolution 3: Exercise Renewal Option – Concrete Slab Replacement Program (Introduced by: Kurt Bovensiep, Public Works Manager)**Suggested Resolution

Resolution #2015-03-

Moved by

Seconded by

WHEREAS, On April 14, 2014, Troy City Council awarded a one-year contract to provide concrete slab replacement services with an option to renew for one (1) additional year to the low total bidder, *DiLisio Contracting, Inc. of Clinton Township, MI* (Resolution #2014-04-063-J-4a); and

WHEREAS, The City of Troy has determined that *DiLisio Contracting, Inc.* meets all the terms and conditions of the original bid; and

WHEREAS, *DiLisio Contracting, Inc.* has agreed to exercise a one-year option to renew with price escalations as detailed in the letter sent February 5, 2015.

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council hereby **DEEMS** it to be in the City's best interest to **EXERCISE** the option to renew the contract with *DiLisio Contracting, Inc. of Clinton Township, MI* to provide concrete slab replacement under the same contract terms, and conditions and pricing escalation as detailed in the letter sent from *DiLisio Contracting, Inc.* dated February 5, 2015, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with an estimated cost of \$4,721,565.00 not to exceed budgetary limitations, contract to expire June 30, 2016.

Yes:  
No:

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**I-7 Revisions to 2014-2015 City Council Rules of Procedure (Introduced by: Aileen Dickson, City Clerk)**

Suggested Resolution  
Resolution #2015-03-  
Moved by  
Seconded by

RESOLVED, That Troy City Council hereby **APPROVES** the revisions to the 2014-2015 City Council Rules of Procedure as presented.

Yes:  
No:

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**I-8 2015 Oakland County Dog Licenses (Introduced by: Aileen Dickson, City Clerk)**

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**I-9 Proposed Amended Agreement with Somerset Collection (Introduced by: Gary Mayer, Chief of Police)**

Suggested Resolution  
Resolution #2015-03-  
Moved by  
Seconded by

RESOLVED, That Troy City Council hereby **APPROVES** the Agreement Between the City Of Troy and Somerset Collection for Assignment of Police Officer Position and Reimbursement to the City of Troy for Costs, and **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** the documents on behalf of the City of Troy. A copy of the executed Agreement shall be **ATTACHED** to the original Minutes of this meeting.

Yes:  
No:

**I-10 Camp Ticonderoga Capital Projects Extension Request (Introduced by: Elaine Bo, Recreation Director)**Suggested Resolution

Resolution #2015-03-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **APPROVES** extending the capital project deadline for Gallatin, Inc., without a rent increase, as specified in the Lease Amendment, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:

No:

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**I-11 2015-2016 Strategies (Introduced by: Brian Kischnick, City Manager)**Suggested Resolution

Resolution #2015-03-

Moved by

Seconded by

WHEREAS, The Troy City Council and City Administration identified top priorities for 2015/2016 on February 5<sup>th</sup> and 6<sup>th</sup> at the Council/Staff Retreat; and

WHEREAS, City Management took those identified priorities and created Top 10 Strategies for 2015/2016.

BE IT RESOLVED, That Troy City Council hereby **APPROVES** and **ADOPTS** the Top 10 2015/2016 Strategies.

Yes:

No:

**J. CONSENT AGENDA:**

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

Resolution #2015-03-

Moved by

Seconded by

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

Yes:  
No:

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

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

Suggested Resolution  
Resolution #2015-03-

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

- a) City Council Meeting Minutes-Draft – February 23, 2015

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

**J-4 Standard Purchasing Resolutions:**

- a) **Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Printing and Distributing of 2015 and 2016 Summer and Winter Tax Bills**

Suggested Resolution  
Resolution #2015-03-

RESOLVED, That Troy City Council hereby **AWARDS** a two (2) year contract with the option to renew upon mutual consent of both parties at the same prices, terms and conditions for three (3) additional years to provide Printing and Distribution of Troy Summer and Winter Tax Bills to *LaserCom, LLC of Troy, MI*; for an estimated annual cost of \$6,596.00 per year and a total cost of \$32,980.00, plus the actual cost of first class postage; not to exceed annual budgetary limitations at prices contained in the bid tabulation opened February 19, 2015; a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with the contract expiring December 31, 2019.

Annual Cost	\$6,596.00
Total 2-Years	\$13,192.00
Total 3-Year Renewal	\$19,788.00
<b>Contract Total</b>	<b><u>\$32,980.00</u></b>

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

**J-5 Request for Acceptance of a Permanent Easement from Brooke View Development, Inc. – Sidwell #88-20-01-476-063**

Suggested Resolution

Resolution #2015-03-

RESOLVED, That City Council hereby **ACCEPTS** a permanent easement for storm sewer and surface drainage from Brooke View Development, Inc., owner of the property having Sidwell #88-20-01-476-063.

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

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

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

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**K-2 Memorandums (Items submitted to City Council that may require consideration at some future point in time): None Submitted****L. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:****M. COUNCIL REFERRALS:**

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

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**M-1 No Council Referrals****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) Retiree Healthcare Benefit & Trust Board of Trustees-Final – November 12, 2014
- b) Civil Service Commission (Act 78)-Final – January 5, 2015
- c) Planning Commission-Final – February 10, 2015

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**O-2 Department Reports:**

- a) Evergreen Farmington Sewage Disposal System – Contracts for Improvements to Meet the Goals of the Long-Term Corrective Action Plan (LTCAP)
- b) Building Department Activity Report – February, 2015
- c) Report on the New City Logo Process
- d) Unsolicited Newspaper Delivery

**O-3 Letters of Appreciation:**

- a) To Chief Mayer from Anonymous Regarding No Knock Ordinance
- b) To Troy Firefighters from Danny

**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:**

**Q-1 Closed Session**

**R. ADJOURNMENT:**

Respectfully submitted,



Brian Kischnick, City Manager

**FUTURE CITY COUNCIL PUBLIC HEARINGS:**

May 11, 2015.....Adoption of the 2015-16 Annual City Budget and 3-Year Budget

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

March 9, 2015 .....Discuss a Potential Library Millage Renewal Question

**SCHEDULED SPECIAL CITY COUNCIL MEETINGS:**

April 27, 2015 ..... Budget Special Study Session

April 29, 2015 ..... Budget Special Study Session

**2015 SCHEDULED REGULAR CITY COUNCIL MEETINGS:**

March 9, 2015 .....Regular Meeting/Liquor Violation Hearings (CANCELED)

March 23, 2015 ..... Regular Meeting/Liquor Violation Hearing

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  
PARENTING AWARENESS MONTH  
MARCH 2015**

**WHEREAS, March is Parenting Awareness Month** in the State of Michigan and Parenting Awareness Month celebrates people who are raising children; and

**WHEREAS, Parenting Awareness Month** seeks to draw public attention to the critical importance of parenting in helping children to become healthy, caring, and contributing citizens; and

**WHEREAS, Parenting Awareness Month** seeks to promote education and resources for developing parenting skills throughout the year, encourages the development of local parent networks and encourages everyone to participate in the lives of all of our children; and

**WHEREAS, Troy Youth Assistance**, a volunteer-driven, non-profit organization is committed to strengthening youth and families by preventing and reducing juvenile delinquency, child neglect, and child abuse through community involvement; and

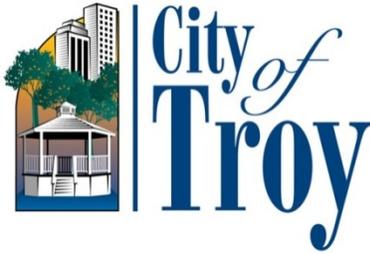
**WHEREAS, Troy Youth Assistance** provides classes and programs such as Active Parenting Now; Healthy Teen Relationships; Parenting with Boundaries; Parenting Café; Trends, Friends & Fatal Ends; and Teenage Sex: At What Price; and

**WHEREAS, Troy Youth Assistance** actively participates in the lives of our community's families through their workshops, classes, camp scholarships, Mentors Plus program, Youth Recognition Awards and a number of programs

**NOW, THEREFORE, BE IT RESOLVED**, That the Mayor and City Council of the City of Troy hereby proclaim the **Month of March 2015 as Parent Awareness Month; and**

**BE IT FURTHER RESOLVED**, That we invite all Troy residents to recognize and celebrate the vital role **Troy Youth Assistance** plays in our community and we support all their efforts and resources that promote, encourage, support and educate the community on parenting issues.

Presented this 9<sup>th</sup> day of March 2015.



DATE: March 5, 2015

TO: Brian Kischnick, City Manager

FROM: Mark Miller, Director of Economic & Community Development  
Sehrish Salah-Ud-Din, Assistant to the City Manager  
Cindy Stewart, Community Affairs Director  
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.

In 1927, Township Supervisor Morris Wattles oversaw the construction of the Township Hall on the northwest corner of Wattles Road at Livernois. The building, designed by Birmingham architect J. Bissel, was modeled after a Dutch Colonial Tavern in Troy, New York. In 1955 Township Hall became City Hall. By the early 60s there were nearly 50 people working there. One employee remarked that it was so crowded that he had to step into the hall to change his mind.

Frank Costello, a successful businessman and noted public servant, served as Troy's Mayor from 1955-1959. Prior to that, he served on the Troy Board of Education from 1949-1956, was a charter member/volunteer firefighter of Fire Station 2, and the first elected mayor. According to a friend, Mayor Costello donated every penny he received as a public servant to the schools and churches.

### **Anniversary Events for 2015**

The Troy Recreation Department hosted the Community Center's 13<sup>th</sup> Birthday Celebration this past Saturday and the Troy Library has hosted a number of events celebrating things "born" in the 1950s to celebrate Troy's birthday including Playdoh Play Day, Crossroads Family Band, Family Friendly Drive-In Movie and Beat Poetry with ML Liebler.

The upcoming 60<sup>th</sup> Anniversary events scheduled include:

**March 18 – August 19: House of Worship Tours, sponsored by the Troy Historic Village.**

**March 28: Happy Birthday Barbie, Library, 1-3 pm.** Come celebrate Barbie's Birthday! Bring your favorite Barbie and come dressed in your best party attire. The party includes a Barbie fashion show, Barbie birthday crafts, and tasty birthday cake.

**April 9: Shall We Dance Community Dinner Dance, Community Center, 6-10pm.** A special community-wide dinner dance will commemorate the City of Troy's 60th birthday. Dinner from Kosch Catering and music by the Tommy James Band. Gather up a group of friends and fill a table for this fun filled evening. Sponsored by: American House Troy, Oakmont Senior Communities, Friends of Troy Seniors and Troy Recreation Department.

**April 18: Feathered Friends Festival, Nature Center, 12-4:30pm.** Join us for a fun-filled afternoon featuring Live Hawks & Owls as well as information about the bluebird nesting box trail at the Nature Center. There will also be hikes, children's activities and crafts.

**April 21: An Evening to Embrace Excellence: Celebrating Troy's 60<sup>th</sup> anniversary and the growth of the Big Beaver corridor, Huntington Bank Headquarters, 5:30-7:30pm.** Tickets: \$35 per person, \$50 per couple includes food, cash bar and membership to Troy Historical Society. Sponsored by Huntington Bank.

**April 25 – August 12: Troy Stroll & Roll, various locations around Troy.** Walk, ride your bike, rollerblade, skate board or walk your dog at one or all of the events. Enter to win great prizes at each location.

**May 1: 1950s themed Middle School Murder Mystery Night, Library, 6:30-8pm.** A body has been found, and it is clear that something fishy is going on. In this special 1950s version of the ever popular Middle School Murder Mystery Night, students in grades 6-8 are encouraged to bring their sleuthing skills and get down to the bottom of this baffling mystery.

**May 16: Nature & History of Firefighters Park, Nature Center, 2-3:30pm** Nature Center staff will lead a hike at the park discussing the history and the nature found there.

**May 21: Spring Concert, Nature Center, 7-8pm.** Enjoy Larson Middle School's Jazz Band.

**June 28: Many Stories: One Heritage, Troy Historic Village, 1-5pm.** Celebrate the contributions of Asian Americans who have added so much to Troy's multicultural community that has grown and flourished since 1955. Ethnic foods, music, and art will be featured.

The Historic Village is also presenting 365 stories about Troy's history on their website, and one per week is printed in the Somerset Gazette. The daily posts from the Historic Village have more than 3,900 viewers and THV Facebook engagement is growing steadily. Public Service announcements related to Troy's history and Troy's movers and shakers over its 60 year history will be on the City's website and on WTRY later this spring.

**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. Bounce house and maze will be available for the children, plus additional activities for all. Troy resident Carl Cafagna & Soundlove, will be playing popular favorites from 1955 to the present from 7-9pm with a drive-in movie afterwards.



## CITY COUNCIL ACTION REPORT

Date: March 5, 2015

To: Brian Kischnick, City Manager

From: Tom Darling, Director of Financial Services  
Mark Miller, Director of Economic and Community Development  
Tim Richnak, Public Works Director  
Steven J. Vandette, City Engineer

Subject: 2015 Troy Concrete Pavement Replacement Program  
and Budget Amendment

### **Background:**

A \$2,000,000 plan for comprehensive concrete pavement replacement on Big Beaver, John R and Dequindre roads was presented at tonight's meeting. In order to move forward with these improvements, a transfer of \$2,000,000 from the City's General Fund Fund Balance to the Capital Fund is required.

### **Financial:**

The City's General Fund unassigned fund balance policy suggests a desired level between 20% and 30% of annual General Fund operating expenditures.

If unassigned fund balance falls below or grows above the established policy range, the City Manager is required to present a financial plan to address the deficiency or surplus. The use of fund balance is appropriate as part of a financial plan and one-time expenditures.

During this evening's Council meeting, it was noted that current estimates indicate that General Fund unassigned fund balance will likely exceed the 30% ceiling for the year ending June 30, 2015. This is in part from favorable results from both the 2014 fiscal year and as indicated current fiscal 2015 operations.

The City prepares and adopts a three year budget. The suggested recommendation not only addresses the level of unassigned fund balance at the end of fiscal 2015 but also facilitates in reaching the level of unassigned fund balance as planned in the 2015 three year budget.

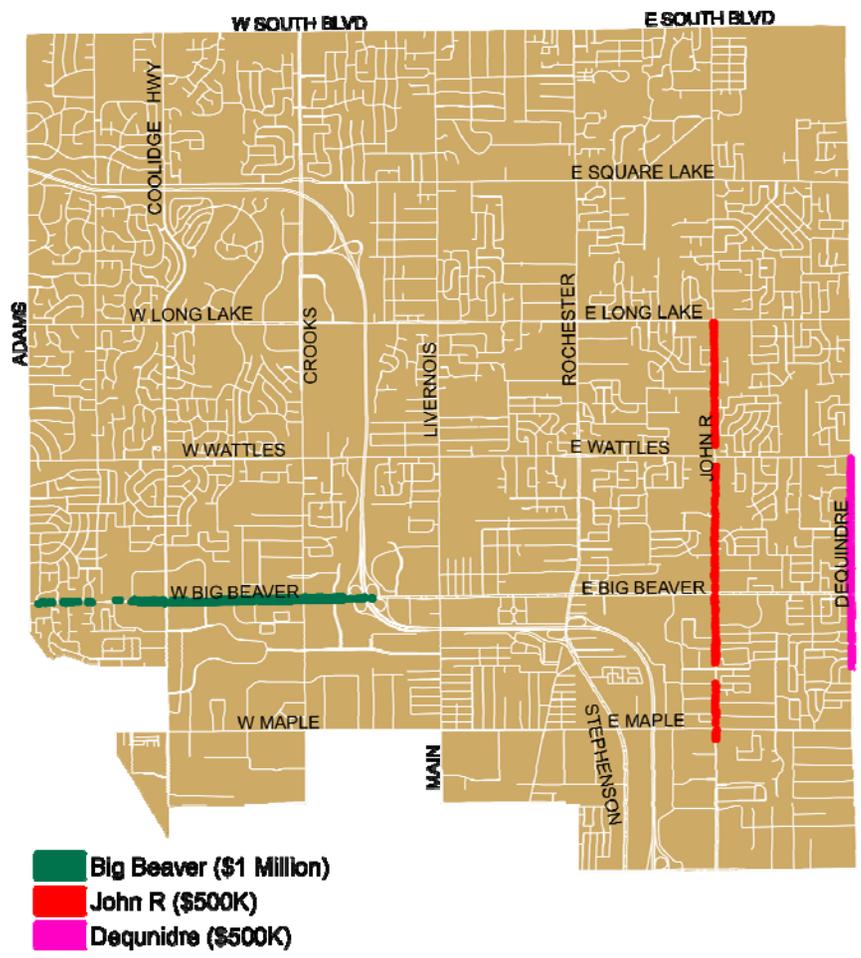
Funding for the recommended road work is proposed through a transfer from the General Fund fund balance to the 2014-15 and 2015-16 Capital Projects fund for Major Roads. It is anticipated that approximately \$1,000,000 will be expended in the 2014-15 budget year with the remaining \$1,000,000 in the proposed 2015-16 budget year.

**Recommendation:**

It is recommended that City Council approve the \$2,000,000 transfer from the General Fund fund balance to the Capital Project fund for Major Roads for concrete pavement replacement on Big Beaver, John R and Dequindre Roads in FY 2014-15 and FY 2015-16.

WJH/ G:\Contracts\Contracts - 2014\Contract 14-3 - 2014 Troy-RCOC Concrete Pavement Repair Program\Correspondence\2015-03-09 To CC re 2015 TR2\_2M General Fund Transfer\_r2.doc

# Roads 2015 | Major Roads





## CITY COUNCIL AGENDA ITEM

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Date: March 3, 2015

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 3 - Exercise Renewal Option – Concrete Slab Replacement Program

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### History

One-year requirements for Concrete Slab Replacement Program with an option to renew for one (1) additional year was competitively bid and opened on March 27, 2014, in accordance with City Charter and Code. The scope of work includes all labor, tools, equipment, and transportation for concrete slab replacement services on local and major roads. Troy City Council approved the one-year contract with an option to renew for one (1) additional year to the low total bidder, DiLisio Contracting, Inc. of Clinton Township, MI (**Resolution #2014-04-063-J-4a**).

Many municipalities are concluding that a significant increase to the construction and reconstruction of infrastructure has occurred this year, which is similar to the higher than estimated bid for the Section 4 Water Main Project presented by City of Troy Engineer Steven Vandette. This is directly correlated to the increase in demand in the region, the shortage of cement powder, the increase in demand from the trucking industry, and the shortage of skilled laborers.

The City of Madison Heights also contracts with DiLisio Contracting, Inc. for slab replacement and resolved to accept a 31% increase from 2014 bid pricing. The City of Madison Heights in conjunction with their engineering consultants, NF Engineers substantiate the price increase and verify that market conditions would not yield better pricing. They also find additional added value for their city by continuing their existing contractor relationship which has proven to be outstanding over the years.

Additionally, note that municipalities provide bid specifications differently from each other. The City of Troy is unique in that we ask for an all-inclusive bid similar to a performance-based contract. The removal of the concrete, its replacement, saw cutting, joint sealing, traffic control, and curb bid the same as flat work is all included in one price. Most comparable communities bid these items out separately creating difficulty in conducting a true comparable bid analysis.

DiLisio Contracting, Inc. proves to be a contractor that is interested in developing a relationship with its clients. This is evident by comparing the performance and the consideration in providing the least disruption to our constituents and to the other contractors in the City of Troy during the 2014 Troy Roads Rock Program. DiLisio Contracting, Inc. provides a program that has not only the city's best interest in mind but also benefits drivers that encounter the construction project.



## CITY COUNCIL AGENDA ITEM

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### **Purchasing**

Purchasing has conducted a detailed market survey and determined the City would not benefit from soliciting new bids for concrete slab replacement services as the entire infrastructure construction and reconstruction industry has increased. The proposed pricing averages 17% higher than bid prices received in 2014 and 8% higher than the City of Warren's recent bid opening for similar work.

### **Financial**

Funds will be proposed in the 2015-16 Streets Division Capital Fund for Major and Local Roads.

### **Recommendation**

City management recommends exercising the option to renew for one (1) additional year with DiLisio Contracting, Inc. of Clinton Township, MI for the Concrete Slab Replacement Program at unit prices detailed in the letter sent by DiLisio Contracting, Inc. dated February 5, 2015, for an estimated total cost of \$4,721,565.00, contract to expire June 30, 2016.



# CITY COUNCIL AGENDA ITEM



CIVIL ENGINEERS  
LAND SURVEYORS  
LAND PLANNERS

February 2, 2015

City of Madison Heights  
300 W. Thirteen Mile Road  
Madison Heights, MI 48071

Att'n: Mr. James T. Schafer, AICP - Community Development Director

Re: **2015 Madison Heights R-2 Residential Reconstruction Project / Sectional Replacement Project Recommendation for 2015 Contract Amendment / Adjustment - Dilisio Contracting, Inc.**

**MH - Fournier / Mark Reconstruction (Mark/Sherry and Sherry/Mark) - NFE # I282**  
**MH - East Harwood Avenue (Couzens Avenue to Dei Street) - NFE # I283**  
**MH - Lincoln Avenue (John R Road to 838 E. Lincoln Avenue) - NFE # I284**  
**MH - 2015 Major / Residential Sectional Project (Various Locations) - NFE # Pending**  
Madison Heights, Michigan

Dear Mr. Schafer:

As you are aware, the City of Madison Heights provided a long term contract extension to Dilisio Contracting, Inc. of Clinton Township, Michigan in January of 2011 for the completion of the remaining 2011-2017 R-2 Residential Program in Madison Heights, Michigan (see attached). At that time, Dilisio Contracting, Inc. had been working in the City of Madison Heights since 2004 and had completed over 30 R-1 and R-2 Residential road projects.

This long term contract extension was considered atypical for the construction industry but was approved by the City of Madison Heights City Council based upon past performance. This performance was predicated upon exceptional municipal / contractor cooperation, cost benefits and quality workmanship as provided by Dilisio Contracting, Inc. The contract extension did not obligate the City of Madison Heights to any future projects; however, it did obligate the City of Madison Heights to utilize Dilisio Contracting for any projects which may be approved in subsequent years.

In reality, the City of Madison Heights did have additional contract work and did utilize Dilisio Contracting, Inc. based upon a mutually agreed upon extension clause. This extension benefited both the City of Madison Heights as well as Dilisio Contracting Inc., who held their original 2006 contract bid prices and continued work through the current 2014 construction season.

The timeframe of this extension covered some of the worst economic years the State of Michigan had encountered. Regionally construction work diminished significantly from 2007-2012. Many contractors left Michigan in an attempt to find work out-of-state and/or went out of business. This caused a significant reduction of the skilled work force in our area. Since construction is a "feast" or "famine" industry; things can and did change rapidly.

In 2013, the local economy saw marked improvement in the construction industry with construction work and construction costs starting to climb due to a shortage of contractors and equipment. In addition, local cement shortages and material cost increases in cement added significant delays and cost to several area projects. To exasperate the problem, several area municipalities approved roadway millages which will add more work in our local area beginning in 2015. As a result, we predict that construction material costs and overall project cost will increase rapidly over the next several years as the construction industry adjusts to provide required resources, staff and equipment to absorb the recent voter funded new roadway and utility infrastructure work.

As a result of these pending cost increases; we are in receipt of a December 15, 2014 correspondence from Dilisio Contracting Inc. (see attached). Based upon the above referenced cost issues; Dilisio Contracting, Inc. has notified the City of Madison Heights that they can no longer hold their original 2006 prices due to construction supply cost increases in concrete, materials, trucking, labor, and sub-contracting costs. They have offered an amendment to their 2006 contract pricing to continue working in the City of Madison Heights.

NOWAK & FRAUS ENGINEERS

46777 WOODWARD AVENUE  
PONTIAC, MI 48342-5032

WWW.NOWAKFRAUS.COM

VOICE: 248.332.7931  
FAX: 248.332.8257



## CITY COUNCIL AGENDA ITEM

City of Madison Heights, CDD - Mr. James T. Schafer, AICP  
Recommendation for 2015 Contract Amendment / Adjustment  
February 2, 2015 - Page 2 of 3

**Based upon this request; the City of Madison Heights has two options - They can deny the request and re-bid the pending 2015 construction projects or they can consider the cost adjustment and issue an amendment to the existing contract based upon the contractors submitted costs.**

If the City of Madison Heights were to re-bid the upcoming 2015 projects; we will guarantee that the 2015 project costs will increase. If the City of Madison Heights re-bids the 2015 construction project; there is no guarantee that the city will get a contractor who will match the previously established quality workmanship and cooperation provided by Dilisio Contracting Inc.

We have attached an engineering cost estimate(s) for the upcoming R-2 Residential Street Reconstruction Project which included the Fournier / Mark; Harwood; and Lincoln Avenue Reconstruction projects based upon 95% design construction drawings and anticipated quantities. Three estimates have been provided based upon the current 2006 contract prices, 2015 modified contract prices and finally the anticipated 2015 bid prices based upon average unit costs from surrounding area communities. In other words, the first is what we would have paid; the second is what we will pay with this amendment; and third is what we anticipate we would pay based upon new bids.

The overall project cost based upon current 2006 unit prices would be \$1,636,128.75 per our estimate. The project cost based upon Dilisio Contracting Inc. 2015 modified unit prices would be \$2,144,696.25 or a 31% increase. The project cost based upon anticipated 2015 bid unit prices would be \$ 2,553,692.60 or a 56% increase. (See attached).

Likewise, we have attached an engineering cost estimate for a typical Concrete Sectional Project based upon preliminary design plans and anticipated quantities. The sample project used for this analysis was Whitcomb Avenue. Again, three estimates have been prepared based upon the current 2006 contract prices, 2015 modified contract prices and finally the anticipated 2015 bid prices based upon average unit costs from surrounding area communities.

The Whitcomb Avenue sample project cost based upon current 2006 unit prices would be \$87,556.25 per our estimate. The project cost based upon Dilisio Contracting Inc. 2015 modified unit prices would be \$102,993.75 or a 17.6% increase. The project cost based upon anticipated 2015 bid unit prices is \$111,700.00 or a 27.5% increase. In reality, the City of Madison Heights has a fixed budget amount to utilize for concrete sectional projects. The actual cost will not change; however the amount of physical work completed would be 17.6% and/or 27.5% less. (See attached).

The above referenced project cost increase(s) are based upon several previously mentioned. In general one of the largest increases is raw material costs like concrete. As a true comparison concrete cost \$62.50 / cubic yard based upon Dilisio Contracting Inc. 2006 prices. The current 2015 rate for concrete is \$100.00 / cubic yard.

In support of the contract amendment; we would like to illustrate several scenarios which occurred during the 2013 and the 2014 construction seasons in some neighboring municipalities.

The City of Huntington Woods re-bid their 2013 Pavement Reconstruction and Water Main Replacement Program based upon bonding requirements. The 2013 project costs increased by approximately 38% over the previous year based upon nearly exact contract quantities as compared to their 2012 project costs.

In 2013 Dilisio Contracting Inc. was awarded a large sectional concrete replacement project in the City of Troy. In 2014 Dilisio Contracting Inc. requested a minor contract adjustment based upon increasing concrete material costs. The City of Troy declined to provide this increase based upon legal advice and re-bid the project. As a result, the as-bid project costs increased by approximately 20% and the project was again awarded to Dilisio Contracting, Inc. The next lowest bidder was over \$2,000,000 higher than Dilisio Contracting, Inc. price which would equate to a 58% price increase.

In January of 2015, the City of Royal Oak solicited bids for a concrete sectional project in the City of Royal Oak. The low bidder's cost was twice as high as the city's engineering own construction estimate. We anticipate significant project cost increases in 2015 for any new work being bid.



# CITY COUNCIL AGENDA ITEM

City of Madison Heights, CDD - Mr. James T. Schafer, AICP  
Recommendation for 2015 Contract Amendment / Adjustment  
February 2, 2015 - Page 3 of 3

Our office has likewise been advised that the City of Troy and the City of Pleasant Ridge have recently asked Dilisio Contracting, Inc. to provide a 2015 cost adjustment for this construction season in lieu of re-bidding this work. These communities have come to the realization that qualified residential street contractors are in short supply and that they would rather provide a slight increase to 2014 costs than to chance next years work with an unknown contractor.

Please find attached copies of recent bid tabulations from several area communities for residential street reconstruction project(s) for your review and consideration. We have attempted to provide a fair and realistic cost comparison based upon the recent average unit costs for your review.

While we are aware that contract amendments are not standard in the construction industry; we are very much aware of the potential difficulties, additional project cost and steep learning curves which would be necessary if a different contractor is awarded next years work. It is with this in mind, that we recommend that the City of Madison Heights consider a contract amendment for the 2015 Madison Heights R-2 Residential Reconstruction Project / Sectional Replacement Project.

This contract amendment will assure that the City of Madison Heights will retain a qualified contractor with a proven track record of cooperation, dedication as well as a high degree of quality workmanship for the upcoming 2015 season. At this time, Dilisio Contracting can not guarantee these costs beyond 2015.

To summarize the following cost are noted as original 2006 costs; modified 2015 costs; & anticipated 2015 bid costs:

<u>R-2 Project Cost - 2006 Unit Prices</u>	<u>R-2 Cost - 2015 Modified Unit Prices</u>	<u>R-2 Anticipated - 2015 Costs (If Bid)</u>
\$1,636,128.75	\$2,144,696.25 or 31% Increase	\$2,553,692.60 or %56 Increase

Since the City of Madison Heights has a fixed budget for the 2015 Concrete sectional replacement project; the actual project costs are fixed. However due the requested 2015 modified unit prices provided by Dilisio Contracting; the actual amount of construction work will be reduced by the requested increase in unit prices. Those percentages are summarized below based upon our Whitcomb Avenue cost estimate contained in this correspondence.

<u>2015 Sectional - 2006 Unit Prices</u>	<u>2015 Sectional - Modified Unit Prices</u>	<u>2015 Sectional - New Unit Prices If Bid</u>
\$ 1,560,000.00	\$1,560,000.00 for 17.6% Less Quantity	\$ 1,560,000.00 for 27.5% Less Quantity

Therefore, we recommend that a modified contract for the 2015 R-2 Residential Reconstruction Project in the City of Madison Heights be awarded to Dilisio Contracting, Inc. of Clinton Township, Michigan 48316 in the amended contract amount of \$2,144,696.25 per attached NFE Estimates.

Therefore, we recommend that a modified contract for the 2015 Concrete Sectional Replacement Project in the City of Madison Heights be awarded to Dilisio Contracting, Inc. of Clinton Township, Michigan 48316 in the amended contract amount of \$1,560,000.00 based upon preliminary City of Madison Heights CIP Estimates.

Should you have any questions, please feel free to contact our office at any time.

Very truly yours,

**NOWAK & FRAUS ENGINEERS**

Timothy L. Germain, P.E.  
Consulting City Engineer

TLG/cj - Enclosures

cc: City of Madison Heights - Ben Myers, City Manager (300 W. Thirteen Mile Road, Madison Heights, MI 48071)  
NFE Project File I282, I283, I284/2015



## CITY COUNCIL AGENDA ITEM



23525 Lakepointe Dr.  
Clinton Township  
Michigan, 48036

Phone: 586.783.4044

Fax: 586.783.4058

E-Mail: [dci1994@sbcglobal.net](mailto:dci1994@sbcglobal.net)

February 5, 2015

Kurt Bovensiep  
4693 Rochester Road  
Troy, MI 48085

Re: City of Troy Concrete Slab Replacement Program 2014-2015 (ITB-COT 14-10)

Dear Mr. Bovensiep

Dilisio Contracting Inc. regrets to inform you that it can not accept contract extensions at City of Troy Concrete Slab Replacement Program 2014-2015 (ITB-COT 14-10) unit prices. Due to significant increases in, concrete, materials, trucking, labor and subcontractors cost the extension projects are no longer profitable. We are pleased to submit the attached revised unit prices for your consideration.

If you have any questions please give me a call.

Respectfully yours,

A handwritten signature in blue ink that reads "Giuseppe D. Lia".

Giuseppe Lia  
Treasurer



# CITY COUNCIL AGENDA ITEM

<b>Proposal B: 2014-2015 Major Road Maintenance - Scattered Locations</b>				
NO.	DESCRIPTION	EST. QTY.	FY	PROPOSED
			2014/2015	2015/2016
			UNIT PRICE	UNIT PRICE
1	Remove & Replace with Concrete 10" Non-reinforced-	5,500 SY	\$46.65	\$64.65
2	Remove & Replace with Concrete 9" Non-reinforced-	22,000 S.Y.	\$44.80	\$62.80
3	Remove & Replace with Concrete 8" Non-reinforced-	200 S.Y.	\$43.80	\$61.80
4	Remove & Replace with Concrete 7" Non-reinforced-	200 S.Y.	\$42.80	\$60.80
5	Remove & Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not ....)	200 S.F.	\$3.50	\$3.50
6	Remove & Replace with Concrete Sidewalk/ 4" Non-reinforced (Locations not specified)	100 S.F.	\$3.20	\$3.20
7	Remove Concrete and rplc with topsoil/seed	100 S.F.	\$10.00	\$10.00
8	Structure Cover, (Adjustment)	20 each	\$200.00	\$200.00
9	Structure Cover, Adj, Add Depth (Reconst)	10 L.F.	\$200.00	\$200.00
10	Misc. Base Repair per CY to excavate/replace with 21AA Limestone, compacted in place	600 C.Y.	\$5.00	\$5.00
11	Installation of 6" edge drain	100 L.F.	\$9.00	\$9.00
12	Remove and Replace Curb & Gutter	100 L.F.	\$20.00	\$20.00
13	Sidewalk Ramp, ADA, Modified w/Inserts	500 S.F.	\$14.00	\$14.00
14	Sidewalk Ramp, Detectable Warning, Retrofit, .	100 S.F.	\$14.00	\$14.00
15	Restoration	Included	Included	Included
16	Traffic Maintenance	Included	Included	Included



# CITY COUNCIL AGENDA ITEM

## Proposal A: 2014-2015 Local Road Maintenance - Scattered locations

			FY 2014/2015	PROPOSED 2015/2016
NO.	DESCRIPTION	EST. QTY.	UNIT PRICE	UNIT PRICE
1	Remove & Replace with Concrete 9" Non-reinforced-	1,000 S.Y.	\$38.00	\$56.00
2	Remove & Replace with Concrete 8" Non-reinforced-	1,000 S.Y.	\$37.00	\$55.00
3	Remove & Replace with Concrete 7" Non-reinforced-	50,000 SY	\$36.00	\$54.00
4	Remove & Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not .....)	100 S.F.	\$3.50	\$3.50
5	Remove & Replace with Concrete Sidewalk/ 4" Non-reinforced (Locations not specified)	7,000 S.F.	\$3.20	\$3.20
6	Remove Concrete and rplc with topsoil/seed	300 S.F.	\$10.00	\$10.00
7	Structure Cover, (Adjustment)	75 each	\$200.00	\$200.00
8	Structure Cover, Adj, Add Depth (Reconst)	10 L.F.	\$200.00	\$200.00
9	Misc. Base Repair per CY to excavate/replace with 21AA Limestone, compacted in place	1,500 C.Y.	\$5.00	\$5.00
10	Installation of 6" edge drain	100 L.F.	\$9.00	\$9.00
11	Remove and Replace Curb & Gutter	200 L.F.	\$20.00	\$20.00
12	Sidewalk Ramp, ADA, Modified w/Inserts	5,000 S.F.	\$14.00	\$14.00
13	Sidewalk Ramp, Detectable Warning, Retrofit, ...	100 S.F.	\$14.00	\$14.00
14	Restoration	Included	Included	Included
15	Traffic Maintenance	Included	Included	Included



## CITY COUNCIL AGENDA ITEM

Date: February 25, 2015  
To: Brian Kischnick, City Manager  
From: M. Aileen Dickson, City Clerk  
Subject: Revisions to 2014-2015 City Council Rules of Procedure

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During the Regular City Council Meeting of February 23, 2015, there was a consensus of City Council to amend Rule 7 – Order of Business to reflect a “Response to Public Comment” section after item L. *Public Comment for Items Not on the Agenda from Troy Residents and Businesses.*

The proposed revision to Rule 7 – Order of Business is attached.

## 7. ORDER OF BUSINESS

At each Regular meeting of the Council, the business to be considered shall be taken up for consideration and disposition in the following order:

### Invocation

### Pledge of Allegiance

#### A. Call to Order

#### B. Roll Call

1) Listing of Council Members

2) Excuse Absent Council Members pursuant to Rule Number 22

#### C. Certificates of Recognition and Special Presentations

#### D. Carryover Items

#### E. Public Hearings

F. **Public Comment for Items On the Agenda from Troy Residents and Businesses** – In accordance with the Rules of Procedure of the City Council, Rule Number 17 - Members of the Public and Visitors

#### G. City Council/City Administration Response/Reply to Public Comment

#### H. Postponed Items

#### I. Regular Business

#### J. Consent Agenda

1) Approval of “J” Items NOT Removed for Discussion

2) Address of “J” Items Removed for Discussion

#### K. Memorandums and Future Council Agenda Items

L. **Public Comment for Items Not on the Agenda from Troy Residents and Businesses**– In accordance with the Rules of Procedure of the City Council, Rule Number 17 – Members of the Public and Visitors

#### M. City Council/City Administration Response/Reply to Public Comment

MN. **Council Referrals** - Items appearing under Council Referrals are items intended for City Council action that are brought forward by the Mayor or Council Members in accordance with Rule 6 (A).

NO. **Council Comments** - Items for the good of the order brought forward by Mayor and Council.

OP. **Reports**

PQ. **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)**

QR. **Closed Session**

RS. **Adjournment**

## 8. CABLE CASTING OF CITY COUNCIL MEETINGS

All City Council Meetings will be broadcast on WTRY, with the exception of Closed sessions and Council retreats.

## 9. MINUTES

A. **Minutes:** The minutes will be distributed to the Council prior to their approval. The minutes will be placed on the Consent Agenda for approval.

**Closed Session Minutes:** No official City Council action will be necessary for closed



## CITY COUNCIL AGENDA ITEM

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Date: March 2, 2015

To: Brian Kischnick, City Manager

From: Aileen Dickson, City Clerk  
Gary Mayer, Police Chief *AD*  
*G Mayer*

Subject: 2015 Oakland County Dog Licenses

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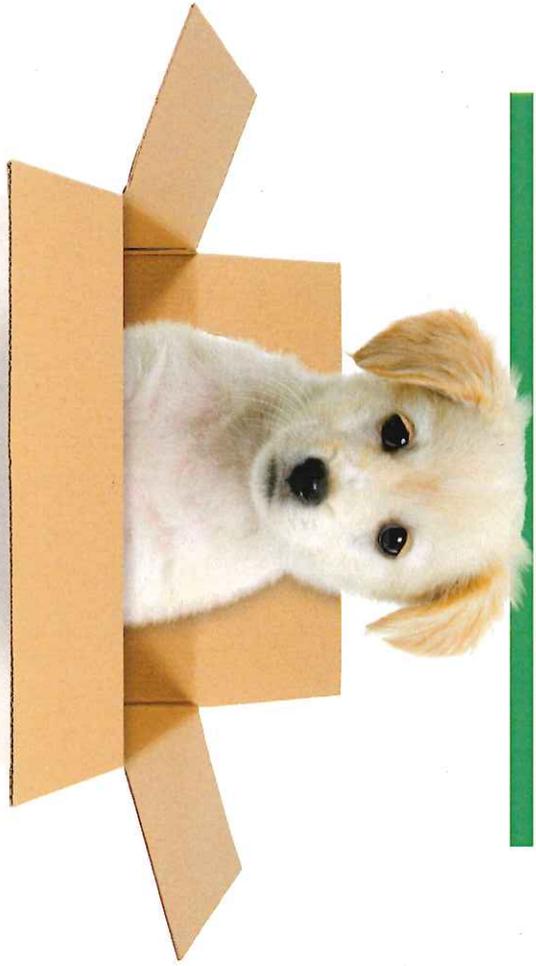
Oakland County recently sent out reminder notices to City Administration regarding the deadline and penalty fee for 2015 dog license renewals. In order to reach the thousands of dog owners in Troy, we are utilizing every method possible, including the City Council agenda, to remind dog owners to license their dogs before the deadline.

Dog owners are required to obtain Oakland County dog licenses prior to May 31<sup>st</sup> of each year in order to not incur the late penalty of \$30 per dog. Dog license fees are: \$7.50 (\$6.75 for senior owners 65+) per spayed/neutered dog; \$15 (\$13.50 for senior owners 65+) per dog that is not spayed/neutered. Oakland County dog licenses can be purchased at the Police Records counter on the second floor of the Police Department, Monday through Friday, 8:00 AM – 4:30 PM. Licenses can also be purchased on the Oakland County Animal Control website at <https://courts.oakgov.com/ops/>.

City Administration will highlight these reminders to dog owners throughout the coming months. Notices will be published on the City's website, through social media outlets, in water bills, in the newspaper and other communication methods in order to ensure that as many Troy dog owners as possible are aware of the licensing deadline and late penalties. Oakland County Animal Control has indicated that due to Troy's proactive publicity of the dog license requirements and deadline, Oakland County will not need to conduct a dog census in Troy this summer.

Any questions about dog license requirements can be directed to the Police Records Department at 248-524-3437 or Oakland County Animal Control at 248-391-4100.

# 5 REASONS WHY YOUR PETS NEED TO BE LICENSED



- 1 IT'S THE LAW SINCE 1919
- 2 LICENSED PETS THAT GO MISSING HAVE A BETTER CHANCE OF BEING FOUND
- 3 IT PROVES YOUR OWNERSHIP
- 4 IT INDICATES THAT YOUR PETS' RABIES SHOTS ARE UP-TO-DATE
- 5 FEES GO TOWARD THE SUPPORT OF THE OAKLAND COUNTY PET ADOPTION CENTER

**PURCHASE LICENSES AT**  
[OakGov.com/PetAdoption](http://OakGov.com/PetAdoption)  
**OR FIND A LOCATION NEAR YOU**

# 5

## REASONS WHY YOUR PETS NEED TO BE LICENSED



lost & found



- 1 IT'S THE LAW SINCE 1919
- 2 LICENSED PETS THAT GO MISSING HAVE A BETTER CHANCE OF BEING

# FOUND

- 3 IT PROVES YOUR OWNERSHIP
- 4 IT INDICATES THAT YOUR PETS' RABIES SHOTS ARE

# UP-TO-DATE

- 5 FEES GO TOWARD THE SUPPORT OF THE OAKLAND COUNTY PET ADOPTION CENTER

[OakGov.com/PetAdoption](http://OakGov.com/PetAdoption)

# RENEW YOUR DOG'S LICENSE TODAY

2013 LICENSES EXPIRE 12/31/13. TO AVOID THE DELINQUENT FEE LICENSE YOUR DOG BEFORE 6/1/2014.

Donate an extra \$10 & receive a  
**FRIEND OF THE SHELTER  
LIMITED EDITION LICENSE**

For details visit  
[OakGov.com/PetAdoption](http://OakGov.com/PetAdoption)

**3 YEAR LICENSES  
Now Available**

For details visit  
[OakGov.com/PetAdoption](http://OakGov.com/PetAdoption)



Lost & Found

## Four Ways To Apply

1. Go to [OakGov.com/PetAdoption](http://OakGov.com/PetAdoption), click the link "Now get your pet license online," and follow the instructions
2. Take this postcard along with a valid rabies vaccination certificate to City or Township Hall
3. Take this postcard alone with valid rabies vaccination certificate to a participating veterinarian
4. Mail a stamped, self-addressed envelope along with a valid rabies vaccination certificate to:

**Oakland County Animal Control**

**1700 Brown Road, Auburn Hills, MI 48326**

Questions? Contact us at (248) 391-4102 or [PetAdoption@OakGov.com](mailto:PetAdoption@OakGov.com)



## CITY COUNCIL AGENDA ITEM

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Date: March 2, 2015

To: Brian Kischnick, City Manager

From: Gary G Mayer, Chief of Police  
Chris Stout, Police Lieutenant  
Tom Darling, Director of Financial Services

Subject: Proposed Amended Agreement with Somerset Collection

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### History

Somerset Collection has expressed a desire to add an additional Troy police officer to complement the current officer who is assigned to The Somerset Collection, and has therefore proposed an amended agreement with the City. Under the amended agreement, Somerset Collection would now reimburse the City for the cost of two full time police officer positions, and in exchange, the City would assign two police officers to work at Somerset Collection 80 hours a week. The scheduling of the officers' hours would be worked out between the City and Somerset Collection. The Somerset Collection would have some input on the selection of the dedicated officers. These officers would primarily be responsible for policing at the Somerset Collection. The amended agreement is initially for a 15 month period of time, starting April 1, 2015, and it is renewable annually thereafter, each July 1st, with the ability to adjust annual fees to reflect the true costs of providing the service.

### Financial

-Currently budgeted for 78 full-time police officers. The police department requests an additional position for a total of 79 full-time police officers.

-The additional costs for the police officer is estimated at \$22,500 (for 3 months) to the end of the 2014/15 fiscal year. This amount is anticipated to be covered by the current 2014/15 budget. Estimated revenues from the Somerset Contracted Services will increase approximately \$22,500 from \$160,000 to \$182,500.

### Recommendation

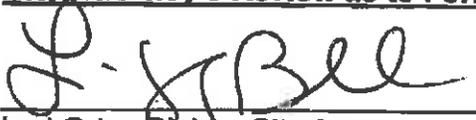
City Administration recommends approval of the attached Agreement between *The City of Troy and The Somerset Collection For Assignment of Two Positions and Reimbursement To The City Of Troy For Costs.*



## CITY COUNCIL AGENDA ITEM

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

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

  
\_\_\_\_\_  
Date

Prepared by Lieutenant Chris Stout

**AMENDMENT TO AGREEMENT BETWEEN THE CITY OF TROY AND  
SOMERSET COLLECTION FOR ASSIGNMENT OF POLICE OFFICER POSITION  
AND REIMBURSEMENT TO THE CITY OF TROY FOR COSTS**

This Agreement amends the May 13, 2013 Agreement Between the City of Troy and Somerset Collection for Assignment of Police Officer Position and Reimbursement to the City of Troy for Costs entered into by the CITY OF TROY, a Michigan Municipal Corporation, whose address is 500 W. Big Beaver Road, Troy, Michigan 48084, hereinafter referred to as the "TROY", and SOMERSET COLLECTION, a Michigan Limited Partnership, whose address is 2800 Big Beaver Road, Suite 300., Troy, Michigan 48084, hereinafter referred to as "SOMERSET." Both TROY and SOMERSET are also referred to as party or parties.

The parties agree to amend the Agreement as follows, in order to allow for additional personnel to be assigned to the Somerset Collection as of April 1, 2015:

1. Section 1 is hereby amended to read as follows:

**"1. ASSIGNED POLICE OFFICER POSITIONS.** TROY agrees to provide a sworn, uniformed police officers to fill two positions for assignment to the Somerset Collection. The reference to "assigned police officer", "assigned police officer(s)", "police position", "police position(s)", or "police positions" throughout ~~this~~ the original Agreement and this Amendment shall refer to the two positions and not to any one individual serving as assigned police officers ~~acting at all times as the assigned police officer for the reason set forth in this Agreement.~~ However, it is recognized that ~~a single~~ two (2) primary SOMERSET officers will be selected by TROY, in accordance with established labor agreements, and in consultation with SOMERSET. The assigned Somerset police officers will

perform the duties of a Troy Police Officer as determined solely by the Troy Police Department.

During the performance of his/her duties, the assigned police officers will also conduct indoor patrols of common areas of Somerset Collection North and Somerset Collection South and establish a community presence at the Somerset Collection.

TROY will provide the Somerset assigned police officers with uniforms, weapons, equipment and supplies as TROY determines are necessary and in accordance with contractual obligations. TROY ~~may also~~ will provide the assigned police officers with a fully marked patrol vehicle with radio equipment, a patrol car computer or any related equipment to establish a direct interface with the Troy Police Department. Due to contracts with the State of Michigan, Michigan State Police and/or the federal government or its agencies, any radio(s) and/ or computer equipment shall only be available for use by the assigned police officers or any Troy Police Department personnel.”

2. Section 3 is hereby amended as follows:

**“3. START-UP DATE.** Based upon the approval of this Amendment, a second designated uniformed Troy police officer shall be assigned to the Somerset Collection starting April 1, 2015. The effective date of the Agreement as Amended remains July 1. Except as set forth above, all services under this Agreement shall begin in effect on July 1, 2013. Yearly payments and overall cost adjustments will, however, continue in July as set out in Paragraph 10. If the start-up date is delayed due to circumstances beyond the reasonable control

of SOMERSET or TROY, such as unanticipated events, including but not limited to labor strikes, natural disasters or weather events, events of force majeure, or terrorist activities, the parties will mutually agree upon a new start-up date and Troy will adjust the monthly installment payment on a pro-rated hourly basis for the affected time period.

3. Section 4 is hereby amended as follows:

**"4. FEES FOR SERVICES AND PREVIOUS YEAR ADJUSTMENTS.** In consideration of TROY'S promises and efforts under this Agreement, SOMERSET agrees to pay an annual fee not to exceed ~~One Hundred Eighty Thousand (\$180,000)~~ Two Hundred Forty Thousand (\$ 240,000.00) Dollars for two assigned police officers. Based on the approval of this Amendment, SOMERSET shall pay a monthly installment payment of ~~Fifteen Thousand (\$15,000)~~ Twenty Thousand (\$20,000.00) Dollars starting April 1, 2015. This annual fee does not include any overtime costs. TROY shall keep records of the actual costs, including any overtime worked by Troy police officers, and for the months of April, May and June 2015, if the actual costs incurred by TROY on behalf of SOMERSET exceed the amount paid by SOMERSET in monthly installments for that period, TROY will send an invoice for adjustments on or before June 30, 2015, and this amount shall be paid by SOMERSET on or before July 31, 2015. Thereafter, TROY will do this accounting on an annual contractual basis, and if the actual costs, including any overtime work by Troy police officers, exceed the amount received in monthly installments, then TROY shall send SOMERSET an annual invoice for adjustments on June 30, and SOMERSET

shall pay any adjustment on or before July 31 of each year. ~~The first payment shall be due on July 1, 2013.~~ Thereafter, Payments shall be made on the first day of each month.

~~A. All monthly payments shall be due and payable by SOMERSET without any further notice or demand from TROY.~~

A. Each monthly payment shall be made by check drawn on a SOMERSET account made payable to the "City of Troy" and delivered or mailed to the attention of the City of Troy Treasurer, 500 W. Big Beaver Road, Troy, MI 48084. Each such payment shall clearly identify that it is a monthly payment being made pursuant to this Agreement and identify the calendar month for which SOMERSET intends the payment to apply. SOMERSET agrees that TROY, in its discretion, may apply any monthly payments received from SOMERSET to any past due amount or monthly payment.

4. Section 10 is hereby amended as follows:

**10. ANNUAL REVIEW OF FEES.** Each year, prior to the anniversary date ("anniversary date" shall refer to July 1st), of the Agreement or any renewal Agreement, TROY shall review its personnel costs and any costs directly related to the ability of TROY to provide services under this Agreement as Amended. If those costs have increased or decreased, TROY shall notify SOMERSET in writing of the amount of and the reason for the increased or decreased costs for service under this Agreement no later than April 30<sup>th</sup>. Those increased or decreased costs will be assessed as the new fee to SOMERSET from the anniversary date of any renewal of the Agreement as Amended for a one (1) year period. The renewal fee amount will be paid in monthly

installments on the first day of each month over the 12 month period of the renewal period with the first payment due on July 1<sup>st</sup>. If requested by SOMERSET, the TROY Chief of Police or his/her designee, shall meet with a representative from SOMERSET to discuss any increases or decreases in the annual fee as set out in this Section.

TROY and SOMERSET shall determine and agree in writing to the new annual fee for the upcoming year prior to June 1<sup>st</sup> of each year.

4. Except as otherwise stated in this Amendment, the original Agreement Between the City of Troy and Somerset Collection for Assignment of Police Officer Position and Reimbursement to the City of Troy for Costs executed on May 14, 2013 shall remain in full force and effect, and to the extent there is a conflict between the terms of the Agreement and the terms of this Amendment, the terms and provisions of this Amendment shall govern and control.

5. This Amendment may be executed in any number of counterpart originals, each of which, when taken together, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, TROY and SOMERSET have executed this Amendment to Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**WITNESSES:**

**SOMERSET COLLECTION,**

\_\_\_\_\_

\_\_\_\_\_  
By: John F. Myszak III  
Its: General Manager

\_\_\_\_\_

**CITY OF TROY**

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**By: Dane Slater**  
**Mayor**

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**By: M. Aileen Dickson**  
**City Clerk**

**AMENDMENT TO AGREEMENT BETWEEN THE CITY OF TROY AND  
SOMERSET COLLECTION FOR ASSIGNMENT OF POLICE OFFICER POSITION  
AND REIMBURSEMENT TO THE CITY OF TROY FOR COSTS**

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The parties agree to amend the Agreement as follows, in order to allow for additional personnel to be assigned to the Somerset Collection as of April 1, 2015:

1. Section 1 is hereby amended to read as follows:

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During the performance of his/her duties, the assigned police officers will also conduct indoor patrols of common areas of Somerset Collection North and Somerset Collection South and establish a community presence at the Somerset Collection.

TROY will provide the Somerset assigned police officers with uniforms, weapons, equipment and supplies as TROY determines are necessary and in accordance with contractual obligations. TROY will provide the assigned police officers with a fully marked patrol vehicle with radio equipment, a patrol car computer or any related equipment to establish a direct interface with the Troy Police Department. Due to contracts with the State of Michigan, Michigan State Police and/or the federal government or its agencies, any radio(s) and/ or computer equipment shall only be available for use by the assigned police officers or any Troy Police Department personnel."

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terrorist activities, the parties will mutually agree upon a new start-up date and Troy will adjust the monthly installment payment on a pro-rated hourly basis for the affected time period.

**3. Section 4 is hereby amended as follows:**

**"4. FEES FOR SERVICES AND PREVIOUS YEAR ADJUSTMENTS.** In consideration of TROY'S promises and efforts under this Agreement, SOMERSET agrees to pay an annual fee not to exceed Two Hundred Forty Thousand (\$ 240,000.00) Dollars for two assigned police officers. Based on the approval of this Amendment, SOMERSET shall pay a monthly installment payment of Twenty Thousand (\$20,000.00) Dollars starting April 1, 2015. This annual fee does not include any overtime costs. TROY shall keep records of the actual costs, including any overtime worked by Troy police officers, and for the months of April, May and June 2015, if the actual costs incurred by TROY on behalf of SOMERSET exceed the amount paid by SOMERSET in monthly installments for that period, TROY will send an invoice for adjustments on or before June 30, 2015, and this amount shall be paid by SOMERSET on or before July 31, 2015. Thereafter, TROY will do this accounting on an annual contractual basis, and if the actual costs, including any overtime work by Troy police officers, exceed the amount received in monthly installments, then TROY shall send SOMERSET an annual invoice for adjustments on June 30, and SOMERSET shall pay any adjustment on or before July 31 of each year. Payments shall be made on the first day of each month.

Each monthly payment shall be made by check drawn on a SOMERSET account made payable to the "City of Troy" and delivered or mailed to the attention of the City of Troy Treasurer, 500 W. Big Beaver Road, Troy, MI 48084. Each such payment shall clearly identify that it is a monthly payment being made pursuant to this Agreement and identify the calendar month for which SOMERSET intends the payment to apply. SOMERSET agrees that TROY, in its discretion, may apply any monthly payments received from SOMERSET to any past due amount or monthly payment.

4. Section 10 is hereby amended as follows:

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TROY and SOMERSET shall determine and agree in writing to the new annual fee for the upcoming year prior to June 1<sup>st</sup> of each year.

4. Except as otherwise stated in this Amendment, the original Agreement Between the City of Troy and Somerset Collection for Assignment of Police Officer Position and Reimbursement to the City of Troy for Costs executed on May 14, 2013 shall remain in full force and effect, and to the extent there is a conflict between the terms of the Agreement and the terms of this Amendment, the terms and provisions of this Amendment shall govern and control.

5. This Amendment may be executed in any number of counterpart originals, each of which, when taken together, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, TROY and SOMERSET have executed this Amendment to Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

WITNESSES:

SOMERSET COLLECTION,

\_\_\_\_\_  
  
\_\_\_\_\_

 3/5/15  
\_\_\_\_\_  
By: John F. Myszak III  
Its: General Manager

CITY OF TROY

\_\_\_\_\_  
By: Dane Slater  
Mayor

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**By: M. Aileen Dickson**  
**City Clerk**

**AGREEMENT BETWEEN THE CITY OF TROY AND SOMERSET  
COLLECTION FOR ASSIGNMENT OF POLICE OFFICER POSITION AND  
REIMBURSEMENT TO THE CITY OF TROY FOR COSTS**

This Agreement is entered into between the CITY OF TROY, a Michigan Municipal Corporation, whose address is 500 W. Big Beaver Road, Troy, Michigan 48084, hereinafter referred to as "TROY") and SOMERSET COLLECTION, a Michigan Limited Partnership, whose address is 2800 Big Beaver Road, Suite 300, Troy, Michigan 48084, hereinafter referred to as "SOMERSET", both TROY and SOMERSET are also referred to as party or parties.

**Purposes of Agreement**

TROY is authorized by law to provide a police department for the protection for residents, businesses and the general public; and

TROY through its Police Department is authorized by law to detain individuals to investigate criminal activities, make arrests for criminal activities and to perform numerous other activities pursuant to law; and

SOMERSET is a business within TROY that provides rental space shopping, dining and entertainment facilities for the general public; and

WHEREAS, TROY has the capacity to provide the presence of police personnel for the protection of the community and to deter crime, but absent this Agreement, is not obligated to provide any assigned police personnel to SOMERSET; and

WHEREAS, TROY is willing to provide SOMERSET with an assigned police officer position for the above stated purposes and under the terms and

conditions as stated herein in exchange for reimbursement by SOMERSET for the cost of that TROY Police Department assigned police officer position:

NOW, THEREFORE, based upon the foregoing statements of the purpose of this Agreement, TROY and SOMERSET agree to the following terms, conditions, representations and acknowledgements and mutually agree as follows:

**1. ASSIGNED POLICE OFFICER POSITION.** TROY agrees to provide sworn, uniformed police officer(s) to fill a position that is assigned to the Somerset Collection. The reference to "assigned police officer" throughout this Agreement shall refer to the position and not to one individual serving as the assigned police officer. However, it is recognized that a primary Somerset officer will be selected by TROY, in accordance with established labor agreements, and in consultation with SOMERSET. The assigned Somerset police officer(s) will perform the duties of a Troy Police Officer as determined solely by the Troy Police Department.

During the performance of his/her duties for Somerset, the assigned police officer will also conduct indoor patrols of common areas of Somerset Collection North and Somerset Collection South and establish a community presence at the Somerset Collection.

TROY will provide the Somerset assigned police officer(s) with uniforms, weapons, equipment and supplies as TROY determines are necessary and in accordance with contractual obligations. TROY may also provide the assigned police officer (s) with a fully marked patrol vehicle, radio equipment, a patrol car computer or any related equipment to establish a direct interface with the Troy

Police Department. Due to contracts with the State of Michigan, Michigan State Police and/or the federal government or its agencies, these radio(s) and or computer equipment shall only be available for use by the assigned police officers or any Troy Police Department personnel.

**2. HOURS AND DAYS OF ASSIGNED OFFICER AND INTERRUPTION OF**

**SERVICES.** The assigned Somerset police officer (s) will report to the Somerset Collection site as a duty station for forty (40) hours over a four (4) day period during the fifty-two (52) weeks of each year unless the Troy Police Department determines that there are emergency situations, labor strikes, natural disasters or weather events, events of force majeure, terrorist activities, extreme shortages in staff, or other events necessitating the use of the assigned Somerset police officer for other official duties. It is understood that the Somerset officer will start and end the workday at the Troy Police Department so that he/she can pick up equipment, attend roll call and perform other administrative functions.

Due to the fluctuating needs of SOMERSET, TROY understand that SOMERSET will need some flexibility in the scheduling of the forty (40) hours as set forth above. SOMERSET agrees to give the Community Services Section Supervisor notice of its forty (40) hour scheduling preference for each week at least two (2) weeks ahead of time so that TROY can implement the schedule.

Although the request for additional TROY police officers at specific events and/or during the holiday season is beyond the scope of this Agreement and shall continued to be negotiated by the parties separately and apart from this

Agreement, TROY agrees that all overtime originating from the specific events and/or holiday season coverage will be filled first by the officer(s) selected to serve in the SOMERSET police officer position, as set forth in this Agreement, and then from the Community Services Section ("CSS") unit and lastly, from the Troy police department master seniority list.

SOMERSET will provide the name and telephone number of a SOMERSET representative to the Troy Police Department's Community Services Supervisor at: 248-619-7615. The SOMERSET representative and the TROY Community Services Supervisor will decide how to set up the weekly schedule for the SOMERSET assigned police officer and discuss any other details regarding standard routines, including, but not limited to: use of an office at the Somerset Collection, set up of SOMERSET owned computers, use of TROY owned software (including, but not limited to, propriety privileges and rights to the computer, software and/or data, notification which may involve special instructions), and other non-policy issues.

If it becomes necessary to temporarily interrupt the services of the SOMERSET police officer position as set out herein, the Troy Police Chief or his designee will notify SOMERSET as soon as possible. As soon as possible after the interruption of service, TROY will issue a credit to SOMERSET for the pro-rata hourly rate of the assigned Troy police officer for each hour, or portion of an hour, that a police officer is unable to perform the agreed upon hours per week, and this credit shall result in an adjustment to the next monthly payment. TROY

intends to exercise its authority to interrupt the service to SOMERSET only in an extreme situation.

**3. START-UP DATE.** All services under this Agreement shall begin on July 1, 2013, and the terms shall be effective for the entire year, unless and until there is a termination or are annual adjustments, as allowed in Paragraph 10. If the start-up date is delayed due to circumstances beyond the reasonable control of SOMERSET or TROY, for unanticipated events including, but not limited to: labor strikes, natural disasters or weather events, events of force majeure, or terrorist activities; the parties will mutually agree upon a new start-up date and TROY will adjust the monthly installment payment on a pro-rated hourly basis for the affected time period.

**4. FEES FOR SERVICES AND PREVIOUS YEAR ADJUSTMENTS.** In consideration of TROY'S promises and efforts under this Agreement, SOMERSET agrees to pay an annual fee not to exceed One Hundred Eighty Thousand (\$ 180,000.00) Dollars for the 2013-2014 contract year, which shall be paid in twelve monthly installments of Fifteen Thousand Dollars (\$15,000), starting July 1, 2013, unless adjustments are required under the terms of this Agreement. Thereafter, the payments shall be made on or before the first day of each month. All monthly payments shall be due and payable by SOMERSET without any further notice or demand from TROY.

- A. Each monthly payment shall be made by check drawn on a SOMERSET account made payable to the "City of Troy" and

delivered or mailed to the attention of the City of Troy  
Treasurer, 500 W. Big Beaver Road, Troy, Michigan 48084.

- B. Each such payment shall clearly identify that it is a monthly payment being made pursuant to this Agreement and identify the calendar month for which SOMERSET intends the payment to apply. SOMERSET agrees that TROY, in its discretion, may apply any monthly payments received from SOMERSET towards any past due amount or monthly payment.

**5. SOMERSET'S RESPONSIBILITIES.** SOMERSET will not cancel or reduce for any reason the required number of hours, the days of the week on site or the number of weeks on site for the assigned Somerset police officer position without the written agreement of the Troy Police Chief or his designee. A request by SOMERSET to cancel or reduce hours, days or weeks as set out herein, if approved by the Troy Police Chief or his designee, will not result in a reduction in the monthly or yearly fee due to TROY, and SOMERSET will reimburse TROY for the aforementioned costs for the days an assigned officer is present at SOMERSET and also for any requested overtime work that is performed at Somerset by any Troy police officers.

SOMERSET and/or its employees will not have any authority to require specific services and/or command the assigned police officer (s) in their duties.

One of the main purposes of the assigned Somerset officer position is to provide maximum public exposure of the Troy Police Department inside the

Somerset Collection. TROY and SOMERSET agree that it would be helpful to maximize the assigned police officer's time by allowing the writing of reports, the obtaining of witnesses statements, and the communication with other Troy Police personnel for transfer of prisoners to the Troy Police Department while physically being present at the Somerset Collection. For these reasons, SOMERSET agrees to provide a computer and software to the assigned police officers for the purpose of completing reports on the SOMERSET site instead of at the Troy Police Department station house. The computer and software provided by SOMERSET shall be solely for the use of the assigned Somerset police officer (s) and shall not be used or monitored by SOMERSET and/or its employees. SOMERSET agrees that all information inputted into the computer is confidential to any party but the Troy Police Department employees and that the Troy Police Department employees will have the sole discretion to disseminate the information in the ordinary course of business and under its policies and procedures. The assigned Somerset officer's use of the computer shall still be governed by the General Orders and policies of the Troy Police Department regarding the proper use of computers and the computer generated data and information.

At the termination of this Agreement, or if SOMERSET terminates the assigned Somerset police officer (s) use of a designated computer, then all software and/or programs which were in use by the Troy Police Department will be deleted or removed by the Troy Police Department and the computer will be returned to SOMERSET within a reasonable time thereafter.

SOMERSET may provide at its own cost and in its discretion a designated office for the assigned Somerset police officer(s) and ancillary equipment or supplies such as a telephone, fax machine, filing cabinet, office supplies and the like. SOMERSET and/or its employees will not deny the assigned police officer(s) access to areas open to the general public and/or areas of the Somerset Collection where access is needed to investigate criminal activities.

**6. POLICIES AND PROCEDURES:** The parties acknowledge that due to the number and variety of factual situations that could arise in the administration of this Agreement, that it is impossible to set out all policies, procedures, orders and standards applicable to Troy police personnel and/or services to be provided. Therefore, minimally, SOMERSET agrees to be bound by relevant policies and/or procedures of the Troy Police Department.

**7. DISPUTES OVER DUTIES AND/OR ACTIVITIES OF ASSIGNED OFFICER.**

If there is a dispute between SOMERSET and TROY regarding the duties and/or action of the assigned police officer, SOMERSET agrees that the Troy Police Department shift commander on duty at the time of the dispute shall make a decision as to the duties and actions of the assigned police officer and how a specific situation shall be handled

**8. DISPUTE RESOLUTION:** If there is a dispute between SOMERSET and TROY regarding the proper handling of a matter by the Troy Police Department and/or the SOMERSET assigned police officer(s), then SOMERSET'S General Manager, or his/her designee, shall contact the Troy Police Chief or his designee to discuss the issues. SOMERSET and TROY shall make every effort to reach a

mutually satisfactory solution and agree upon the policy for future similar situations. However, if the request by SOMERSET would violate any policies of the Troy Police Department, the policies of the Troy Police Department shall control.

SOMERSET and TROY acknowledge that they wish to continue the amicable relationship that they have had in the past and continuing. Therefore, they will make every effort to contact each other during the terms of the Agreement on a regular basis to discuss any concerns of the parties. TROY will make available the Community Service Supervisor at 248-619-7615 for communication with SOMERSET. SOMERSET will make available a named representative and telephone number for communication with TROY regarding day-to-day activities. It is the hope of both parties that day-to-day issues can be resolved between the TROY Community Service Supervisor and the SOMERSET representative. However, if an issue cannot be resolved, either party may request a meeting between SOMERSET and the Community Services Supervisor to attempt to resolve those issues. As a last resort, if either side is not satisfied with the proposed resolution of the other party, then SOMERSET may request a meeting with the Troy Chief of Police.

**9. TERMINATION OF AGREEMENT AT RENEWAL ONLY:** This Agreement shall become effective on July 1, 2013 and shall remain in effect for a period of one (1) year. This Agreement will be self-renewing annually unless written notice is given to terminate by either party by May 31<sup>st</sup> of each year. Since TROY has incurred considerable expenses to accomplish the purposes of this Agreement

by hiring new police personnel and reorganizing police staff to provide an assigned police officer for SOMERSET, neither SOMERSET nor TROY may terminate this Agreement for any reason except at the renewal period as set out herein.

**10. ANNUAL REVIEW OF FEES.** Each year, prior to the anniversary date of the Agreement ("anniversary date" shall refer to July 1<sup>st</sup>), TROY shall review its personnel costs and any costs directly related to the ability of TROY to provide services under this Agreement. If those costs have increased or decreased, TROY shall notify SOMERSET in writing of the amount of and the reason for the increased or decreased costs for the service under this Agreement, and this shall be provided to Somerset no later than April 30<sup>th</sup>. Those increased or decreased costs will be automatically assessed as the new fee to SOMERSET, starting at the anniversary date of any renewal of the Agreement and continuing for a one (1) year period, unless this Agreement is terminated in accordance with its terms. The renewal fee amount will be paid in monthly installments on the first day of each month over the 12 month period of the renewal period with the first payment due on July 1<sup>st</sup>.

**11. NO SETOFF FOR FEES.** SOMERSET agrees that any and all of its payment obligations as set forth in this Agreement shall be absolute and unconditional and shall not be subject to any set-off, defense counterclaim, or recoupment for any reason whatsoever except as set out in Paragraph 2.

**12. INSURANCE REQUIREMENTS.** SOMERSET agrees, at no cost and expense to TROY, to purchase and maintain the following insurance

coverage(s), in the minimum coverage amounts indicated, for the entire duration of this Agreement and to provide TROY with the following Certificates of Insurance. SOMERSET acknowledges that all insurance certificates or proof of same required shall be subject to the approval of TROY. SOMERSET shall name TROY as an additional insured on their policy.

A. All Certificates of Insurance, self-insurance, or duplicate policies of any outside vendor or contractor shall contain all of the following clauses:

- i. "Any coverage afforded to TROY shall apply as primary and not excess to any insurance issued in the name of SOMERSET".
- ii. "The insurance company(s) issuing the policy or policies shall have no recourse against TROY for payment of any premiums or for assessments under any form of policy.";
- iii. "Any and all deductibles in the above described insurance policies shall be assumed by, and be for the account of, and at the sole risk of SOMERSET; and
- iv. "There will be no additional exclusions running to the Additional Insured based upon any actions or activities of the Named Insured."

B. All Certificates of Insurance are to require that TROY be provided with thirty (30) days advance notice of any material change or cancellation. All

Certificates of Insurance must be provided to TROY not less than thirty (30) working days before the commencement date of services to be provided under this Agreement. Throughout the term of the Agreement, upon TROY's request, SOMERSET shall provide a copy of SOMERSET'S certificate(s) of insurance to TROY within a reasonable time after requested.

**13. SUBROGATION:** The parties agree that they will legally conform with the requirements of this Agreement and in doing so shall be subrogated to any rights to recover or any benefits either may have under any insurance policy and to the full extent of any payment made under any insurance policy as may be required to make the recovering party whole for any claims. In this instance, the other party agrees to cooperate and perform any act necessary or required to secure such rights for the prevailing or claiming party.

**14. INDEMNIFICATION AND HOLD HARMLESS.**

Unless a specific percentage of liability is assigned to each party by a jury verdict or a court ruling, SOMERSET and/or TROY shall be mutually obligated to pay all or any portion of any court-ordered judgment or award for damages where a court has determined that SOMERSET and/or TROY and/or any SOMERSET employee and/or TROY employee were either negligent or at fault. Where a court or a jury has determined that the liability was the exclusive liability of SOMERSET or TROY and/or any SOMERSET employee or TROY police personnel, then that party shall be responsible for the Court ordered damages or judgment.

TROY and SOMERSET agree that neither is required to indemnify nor hold the other harmless under those circumstances under which claims occur or arise or are made on the basis of the negligence, recklessness or gross misconduct of the party's own personnel in the performance of the terms of the Agreement, or violations of state or federal law alleged to have arisen as a result of the conduct of the party's own personnel.

**15. PAYMENT AND SATISFACTION OF CLAIMS:** The indemnification right afforded in this Agreement shall be in excess and over and above any other valid and collectible insurance right available to SOMERSET or TROY and applicable to any part of any ultimate net SOMERSET or TROY loss, whether or not any such insurance coverage is stated to be primary, contributing, excess, or contingent. To the extent that any promise to indemnify, pay on behalf of, and hold harmless as set forth in this Agreement may become unenforceable or uncollectible, the indemnitor shall contribute the maximum portion that it is permitted to pay and satisfy under applicable law toward the payment and satisfaction of any claims.

**16: NO WAIVER OF GOVERNMENTAL IMMUNITY.** All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules which apply to the activities of any governmental agency when performing its functions, shall apply to the same degree and extent to the performance of such functions and duties under the provisions of this Agreement. No provision of this Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver by TROY of governmental immunity as provided under law.

**17. SURVIVAL OF CLAIMS IF CANCELLATION:** The parties agree that all indemnification and hold harmless promises, waivers of liability, representations, insurance coverage obligations, liabilities, payment obligations, 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 cancellation of this Agreement or part of this Agreement, shall survive the cancellation. The parties agree that the cancellation or termination of this Agreement shall be without prejudice to any rights or claims of either party against the other and shall not relieve either party of any obligations which, by their nature, survive cancellation or termination of this Agreement.

**18. INDEPENDENT CONTRACTOR:** SOMERSET and TROY agree that no employees, volunteers, agents and personnel servicing this Agreement or otherwise, shall be considered or asserted to be employees of the other, and further agree, that at all times and for all purposes under the terms of this Agreement, the legal status and relationship of each party shall be that of an Independent Contractor. The parties also agree that no Troy police personnel, employee, volunteer, agent or personnel shall, by virtue of this Agreement or otherwise, be considered or asserted to be an employee, agent, or working under the supervision and control of the other.

**19. RESPONSIBILITIES TO RESPECTIVE EMPLOYEES:** SOMERSET and TROY agree that, at all times and for all purposes relevant to this Agreement, SOMERSET and TROY shall each remain the sole and exclusive employer of

each of their respective employees. Except as set out in Paragraph 2, SOMERSET and TROY each agree to remain solely and exclusively responsible for the issuance of payment of each of their respective employees' wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, training expenses, or other allowances or reimbursement of any kind, including, but not limited to, workers' disability compensation, unemployment compensation, Social Security Act protections and benefits, employment taxes, or any other statutory or contractual right or benefit based, in any way, upon employment of personnel.

**20. NO CHANGE TO CONDITIONS OF EMPLOYMENT:** This Agreement does not, and is not intended to create, change, modify, supplement, supercede, or otherwise affect or control, in any manner, any terms or conditions of employment of any employees of either SOMERSET or TROY, including, but not limited to, any employment and/or union contracts, any levels or amounts of supervision, any standards of performance, any sequence or manner of performance, and/or any rules regulations, training and education standards, orders, policies, procedures, directives, and ethical guidelines which shall solely and exclusively govern and control the employment relationship between each of the parties hereto and their employees. This provision shall also apply to hours of work and/or shift assignments of each party's personnel except as otherwise set out in this Agreement.

**21. NO EXERCISE OF CONTROL OVER OTHER PARTIES EMPLOYEES:** The parties agree that neither shall provide, furnish or assign any of the other's

employees, volunteers, agents or personnel with any job instructions, job descriptions, job specifications, or job duties, or, in any manner attempt to control, supervise, train, or direct any of the other's employees, volunteers, agents or personnel in the performance of any duty or obligation under the term of this Agreement.

**22. NOTICE OF CLAIMS:** Each party agrees that it shall promptly deliver to the other written notice and copies of any claims, complaints, charges, or any other accusations or allegations of negligence or other wrongdoing civil in nature, that either becomes aware of which involves, in any way personnel and/or services under this Agreement or any other activities that might give rise to a claim, damages and/or litigation involving the other party. Unless prohibited by Michigan Court Rule, SOMERSET and TROY agrees to cooperate to assist each other with any investigation conducted by either party concerning any acts or performance of any duties or services by SOMERSET or TROY personnel which involve services under this Agreement. However, TROY shall be exempt from releasing information in an on-going investigation or if release of information would be against police policies or state or federal laws and/or city ordinances, including, but not limited to administrative codes.

**23. NOTICE REQUIREMENTS:** 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 Service. Unless specifically otherwise set out in this Agreement, all writing sent to TROY shall be sent to: the Troy Chief of Police and the Troy City Attorney and all writing sent to

SOMERSET shall be sent to: John F. Myszak III, General Manager, Somerset Collection, 2800 W. Big Beaver Road, Suite 300, Troy, Michigan 48084 or his successor.

**24. JURISDICTION AND INTERPRETATION:** 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. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole, according to its fair meaning, and not construed strictly for or against any party. As used in this Agreement, the singular or plural number, possessive or nonpossessive shall be deemed to include the other whenever the context so suggests or requires. Each party's legal counsel has negotiated the language of this Agreement.

**25. NO WAIVER OF RIGHTS OR PRIVILEGES:** Absent an express written waiver, the failure of any party to pursue any right granted under this Agreement shall not be deemed a waiver of that right regarding any existing or subsequent breach or default under this Agreement. No failure or delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

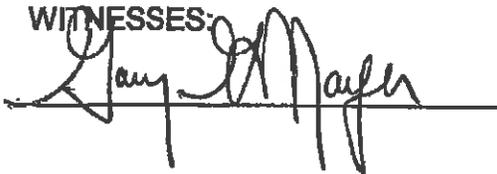
**26. BINDING ON SUCCESSORS:** TROY and SOMERSET acknowledge that this Agreement shall be binding upon each of them and, to the extent permitted

by law, upon their administrators, representatives, successors and all persons acting by, through, under, or in concert with them.

**27. PARAGRAPH HEADINGS:** The paragraph headings to this Agreement are for convenience reference only and are not to be construed as part of this Agreement for interpretation purposes.

SOMERSET COLLECTION

WITNESSES:

  
\_\_\_\_\_

  
\_\_\_\_\_

BY: John F. Myszak III  
General Manager

DATED: May 9, 2013

CITY OF TROY

WITNESSES:

  
\_\_\_\_\_

Cheryl A. Stewart

  
\_\_\_\_\_

BY: Dane Slater  
Mayor

  
\_\_\_\_\_

IRENE NEWMAN

  
\_\_\_\_\_

BY: Aileen Bittner  
City Clerk

DATED: May 14, 2013



## CITY COUNCIL AGENDA ITEM

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Date: March 4, 2015

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic & Community Development  
Tom Darling, Director of Financial Services  
Elaine S. Bo, Recreation Director

Subject: Camp Ticonderoga Capital Projects Extension Request

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### History

Since December 1995, restaurant operations at 2725 Rochester Road, Troy Michigan; adjacent to Sylvan Glen Golf Course, has been managed by Gallatin, Inc. (aka Camp Ticonderoga) of Metamora, Michigan. In that time they have made more than \$1 million in capital improvements.

The current lease has an expiration date of May 1, 2016 with the option to renew for one additional five (5) year period under the terms and conditions of the current lease. The lease states that Gallatin, Inc. agreed to make \$180,000 of capital improvements to the leased property by October 1, 2014 or their monthly rent would increase by \$1,710. Gallatin Inc. has requested an extension to this timeline to make the improvements.

### Financial

To date Gallatin, Inc has made \$126,598 of repairs which include: permanent outdoor deck roof/gutters, up-date outdoor electrical and lighting system, installed new outdoor deck heaters, upgrade four restrooms with granite counters, sinks, faucets, toilet stalls; replace and upgrade second floor Emergency Exit awning/stairs; new baseboard heaters in main dining and Hunt room; enlarge basement walk-in cooler to meet new health codes and increase draft beer capability; replace and upgrade three emergency exits; insulate west wall of building.

The remaining \$53,402 of repairs would include: the replacement of the large golf-course side window; install new stainless counters and heat lamp system and replace 2<sup>nd</sup> floor windows along Rochester Rd.

Gallatin, Inc. is requesting an extension to May 1, 2016 to complete the remaining projects without a rent increase.



## CITY COUNCIL AGENDA ITEM

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### Recommendation

City Management recommends that Gallatin Inc, (aka Camp Ticonderoga), be given an extension to May 1, 2016, to complete the remainder of capital improvements without an increase in rent.

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

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

\_\_\_\_\_  
Date

AMENDMENT TO LEASE AGREEMENT BETWEEN THE  
CITY OF TROY AND GALLATIN, INC., d/b/a CAMP TICONDEROGA

THIS AMENDMENT TO LEASE AGREEMENT BETWEEN THE  
CITY OF TROY AND GALLATIN, INC., d/b/a CAMP TICONDEROGA,  
is entered into between the CITY OF TROY, a Michigan municipal corporation, 500 W. Big  
Beaver Road, Troy, Michigan 48084, hereinafter referred to as the "LESSOR", and  
GALLATIN, INC., a Michigan Corporation, d/b/a CAMP TICONDEROGA, 3405 Rock Valley  
Road, Metamora, Michigan 48455, hereinafter referred to as "LESSEE", collectively  
referred to as the "Parties".

The LESSOR and LESSEE agree to the following Amendments to the to  
Lease Agreement between the City of Troy and Gallatin, Inc., d/b/a Camp  
Ticonderoga previously approved by City Council on June 6, 2011 and  
executed by the Parties on June 6, 2011:

Section 4 of Capital Improvements by Lessee, is hereby amended as follows:

**4. CAPITAL IMPROVEMENTS BY LESSEE.** LESSEE shall continue to make  
capital improvements to the Leased Property, in any amount not less than \$180,000.00.  
These capital improvements include, but shall not be limited to, all or part of the  
following: repair covering providing heat and light to the Leased Property's rear deck;  
alterations and/or repairs of the men's and women's restrooms; replace 11 windows in  
the main floor area and the 3 large windows in the golf area; and up-date and repair the  
HVAC system. These capital improvements will be done at LESSEE'S own expense  
and only after LESSOR'S written approval. Before any work is done or any materials

delivered, LESSEE shall comply with LESSOR'S request to see plans, specification, contractor's information, and copies of contracts. All repairs and/or alterations shall be approved by LESSOR prior to any work being performed. LESSEE shall obtain all necessary building and mechanical permits from the City of Troy before any work is done. LESSEE'S minimum \$180,000.00 in capital improvements shall be completed on or before ~~October 1, 2014.~~ May 1, 2016.

The Leased Property is a locally designated Historic District under Chapter 13 of the City of Troy Code of Ordinances (Historic Preservation). Therefore, all capital improvements by either LESSEE or LESSOR for areas of the Leased Property which are controlled by Chapter 13 shall be designed, approved and maintained in compliance with Chapter 13, applicable State of Michigan statutes and the U.S. Department of Interior Standards for Historic Rehabilitation.

LESSEE shall provide adequate receipts and/or documentation to LESSOR of the actual costs of the capital improvements. If LESSEE fails to make at least \$180,000.00 in capital improvements as set out in this Section by the May 1, 2014 2016 deadline date, then ~~the monthly rent for the remaining two (2) years of this Lease Agreement shall be increased to \$7,310 per month or \$87,720.00 dollars for each remaining year. Additionally, in the event of an extension of this Lease Agreement beyond the initial five (5) year period, the C.P.I. for the first year rent shall be computed from a yearly rental amount of \$87,720.00~~ LESSEE shall pay \$180,000.00, minus the value of any capital improvements LESSEE made from June 2011 to May 1, 2016, as determined by LESSOR based on acceptable documentation or receipts provided by LESSEE, and LESSOR shall be entitled to entry of a court judgment for that amount,

and shall be entitled to collect this amount in any method allowed under the law. Additionally, failure to make the required \$180,000.00 improvements may result in a decision by LESSOR not to renew this Agreement for an additional term.

All capital improvements, repairs, installations, hardware, non-trade fixtures and improvements, temporary or permanent, on the Leased Property shall become the property of LESSOR unless otherwise mutually agreed to by the Parties in writing.

All other terms and provisions of the original Lease Agreement between the City of Troy and Gallatin, Inc., a/b/a Camp Ticonderoga approved by Troy City Council and executed by the Parties on June 6, 2011 shall remain in full force and effect.

IN WITNESS WHEREOF, the LESSOR and LESSEE have executed this Amendment to Lease Agreement Between the City of Troy and Gallatin, Inc., a/b/a Camp Ticonderoga on this \_\_\_\_\_ day of March, 2015.

**WITNESSES:**

**LESSOR:**

**CITY OF TROY, a Michigan  
Municipal Corporation,**

\_\_\_\_\_  
  
\_\_\_\_\_

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

\_\_\_\_\_  
By: Aileen Dickson, City Clerk

**LESSEE:**

**GALLATIN, INC., A Michigan  
Corporation d/b/a  
Camp Ticonderoga**

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By: Linda Egeland  
Its: President

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AMENDMENT TO LEASE AGREEMENT BETWEEN THE  
CITY OF TROY AND GALLATIN, INC., d/b/a CAMP TICONDEROGA

THIS AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF TROY AND GALLATIN, INC., d/b/a CAMP TICONDEROGA, is entered into between the CITY OF TROY, a Michigan municipal corporation, 500 W. Big Beaver Road, Troy, Michigan 48084, hereinafter referred to as the "LESSOR", and GALLATIN, INC., a Michigan Corporation, d/b/a CAMP TICONDEROGA, 3405 Rock Valley Road, Metamora, Michigan 48455, hereinafter referred to as "LESSEE", collectively referred to as the "Parties".

The LESSOR and LESSEE agree to the following Amendments to the to Lease Agreement between the City of Troy and Gallatin, Inc., d/b/a Camp Ticonderoga previously approved by City Council on June 6, 2011 and executed by the Parties on June 6, 2011:

Section 4 of Capital Improvements by Lessee, is hereby amended as follows:

**4. CAPITAL IMPROVEMENTS BY LESSEE.** LESSEE shall continue to make capital improvements to the Leased Property, in an amount not less than \$180,000.00. These capital improvements include, but shall not be limited to, all or part of the following: repair covering providing heat and light to the Leased Property's rear deck; alterations and/or repairs of the men's and women's restrooms; replace 11 windows in the main floor area and the 3 large windows in the golf area; and up-date and repair the HVAC system. These capital improvements will be done at LESSEE'S own expense and only after LESSOR'S written approval. Before any work is done or any materials

delivered, LESSEE shall comply with LESSOR'S request to see plans, specification, contractor's information, and copies of contracts. All repairs and/or alterations shall be approved by LESSOR prior to any work being performed. LESSEE shall obtain all necessary building and mechanical permits from the City of Troy before any work is done. LESSEE'S minimum \$180,000.00 in capital improvements shall be completed on or before May 1, 2016.

The Leased Property is a locally designated Historic District under Chapter 13 of the City of Troy Code of Ordinances (Historic Preservation). Therefore, all capital improvements by either LESSEE or LESSOR for areas of the Leased Property which are controlled by Chapter 13 shall be designed, approved and maintained in compliance with Chapter 13, applicable State of Michigan statutes and the U.S. Department of Interior Standards for Historic Rehabilitation.

LESSEE shall provide adequate receipts and/or documentation to LESSOR of the actual costs of the capital improvements. If LESSEE fails to make at least \$180,000.00 in capital improvements as set out in this Section by the May 1, 2016 deadline date, then LESSEE shall pay \$180,000.00, minus the value of any capital improvements LESSEE made from June 2011 to May 1, 2016, as determined by LESSOR based on acceptable documentation or receipts provided by LESSEE, and LESSOR shall be entitled to entry of a court judgment for that amount, and shall be entitled to collect this amount in any method allowed under the law. Additionally, failure to make the required \$180,000.00 improvements may result in a decision by LESSOR not to renew this Agreement for an additional term.

All capital improvements, repairs, installations, hardware, non-trade fixtures and improvements, temporary or permanent, on the Leased Property shall become the property of LESSOR unless otherwise mutually agreed to by the Parties in writing.

All other terms and provisions of the original Lease Agreement between the City of Troy and Gallatin, Inc., a/b/a Camp Ticonderoga approved by Troy City Council and executed by the Parties on June 6, 2011 shall remain in full force and effect.

IN WITNESS WHEREOF, the LESSOR and LESSEE have executed this Amendment to Lease Agreement Between the City of Troy and Gallatin, Inc., a/b/a Camp Ticonderoga on this \_\_\_\_\_ day of March, 2015.

**WITNESSES:**

**LESSOR:**

**CITY OF TROY, a Michigan  
Municipal Corporation,**

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

\_\_\_\_\_  
By: Aileen Dickson, City Clerk

**LESSEE:**

**GALLATIN, INC., A Michigan  
Corporation d/b/a  
Camp Ticonderoga**

\_\_\_\_\_  
By: Linda Egeland  
Its: President

**LEASE AGREEMENT BETWEEN THE CITY OF TROY  
AND GALLATIN, INC., d/b/a CAMP TICONDEROGA**

This Lease Agreement is entered into this 6th day of June, 2011, between the City of Troy, a Michigan Municipal Corporation, whose address is 500 W. Big Beaver Road, Troy, Michigan 48084, hereinafter referred to as "LESSOR" and Gallatin, Inc., a Michigan Corporation, d/b/a Camp Ticonderoga, whose address is 3405 Rock Valley Road, Metamora, Michigan 48455, hereinafter referred to as "LESSEE", and the LESSOR and LESSEE collectively referred to as the "Parties".

**RECITALS**

- A. WHEREAS, LESSOR has had a landlord-tenant relationship with LESSEE, for the past 15 years during which LESSEE has established and managed a restaurant with a Class C Liquor License in a structure on property owned by LESSOR at 5725 Rochester Road, Troy, Michigan 48084; and
- B. WHEREAS, based on the past performance of the LESSEE and the benefit derived to the LESSOR from the presence of a restaurant with a Class C Liquor License on LESSOR owned property adjacent to the Sylvan Glen Golf Course (also owned by LESSOR); and
- C. WHEREAS, the term of the previous Lease Agreement is expiring and the Parties desire to enter into a new Lease.

Now, therefore, in consideration of the covenants and agreements Contained herein, LESSOR and LESSEE agree as follows:

1. **LOCATION AND USE OF LEASED PROPERTY.** LESSOR agrees to rent to LESSEE the premises commonly known as 5725 Rochester Road, Troy, Michigan 48084, and legally described in Exhibit A together with all easements, rights and appurtenances, hereinafter referred to as "Leased Property". LESSEE acknowledges and agrees that the Leased Property is exclusive of the Sylvan Glen Golf Course, Sylvan Glen Pro Shop and the Sylvan Glen Locker Room, hereinafter referred to as "Golf Course". The Leased Property is not to be used for any other purpose besides a restaurant with a Class C liquor license operating under the terms and conditions set out in this Agreement unless otherwise pre-approved by the LESSOR.

2. **EXCLUSIVE FOOD SERVICE PROVIDER.** LESSOR agrees to prohibit the sale or service of food or beverage service by any party other than LESSEE, unless such service is provided by LESSOR on the Golf Course, in buildings upon the Golf Course or in the Golf Course Pro Shop.

**3. RENT.** LESSEE agrees to pay LESSOR rent in the sum of sixty seven thousand two hundred (\$67,200.00) dollars per year for the first through the fifth (5<sup>th</sup>) year of the Lease Agreement. Payments shall be made in equal monthly payments of five thousand six hundred (\$5,600.00) dollars per month. Payment shall be made payable to: City of Troy. Payments must be received by the City of Troy Treasurer, 500 W. Big Beaver Road, Troy, Michigan 48084 on the first day of each month beginning May 1, 2011.

**4. CAPITAL IMPROVEMENTS BY LESSEE.** LESSEE shall make capital improvements to the Leased Property, in any amount not less than \$180,000.00. These capital improvements include, but are not limited to, all or part of the following: repair, covering, providing heat and light to the Leased Property's rear deck; alterations and/or repairs to the men's and women's restrooms; replacement of 11 windows in the main floor area and the 3 large windows in the golf area; and an up-date and repair of the HVAC system. These capital improvements will be done at LESSEE'S own expense and only after LESSOR'S written approval. Before any work is done or any materials delivered, LESSEE shall comply with LESSOR'S request to see plans, specifications, contractor's information, and copies of contracts. All repairs and/or alterations shall be approved LESSOR prior to any work being done. LESSEE shall obtain all necessary building and mechanical permits from the City of Troy before any work is done. LESSEE'S minimum \$180,000.00 capital improvements shall be completed on or before October 1, 2014.

The Leased Property is a locally designated Historic District under Chapter 13 of the City of Troy Code of Ordinances (Historic Preservation). Therefore, all capital improvements by either LESSEE or LESSOR for areas of the Leased Property which are controlled by Chapter 13 shall be designed, approved and maintained in compliance with Chapter 13, applicable State of Michigan statutes and the U.S. Department of Interior Standards for Historic Rehabilitation.

LESSEE shall provide adequate receipts and/or documentation to LESSOR of the actual costs of the capital improvements. If LESSEE fails to make at least \$180,000.00 in capital improvements as set out in this Section by the May 1, 2014 deadline date, then the monthly rent for the remaining two (2) years of this Lease Agreement shall be increased to \$7,310.00 per month or \$87,720.00 dollars for each remaining year. Additionally, in the event of an extension of this Lease Agreement beyond the initial five (5) year period, the C.P.I. for the first year rent shall be computed from a yearly rental amount \$87,720.00.

All capital improvements, repairs, installations, hardware, non-trade fixtures and improvements, temporary or permanent, on the Leased Property shall become the property of LESSOR unless otherwise mutually agreed to by the Parties in writing.

**5. TERM OF LEASE AGREEMENT.** This Lease Agreement shall be in effect for five (5) years with expiration date of May 1, 2016, unless otherwise terminated, as provided in this Lease Agreement. Within ninety (90) days of the expiration of this Lease Agreement, LESSEE shall notify LESSOR that it is agreeable to an extension of the

Lease Agreement. The LESSOR may, at its option, renew this Lease Agreement for a one additional five (5) year period under the terms and conditions as set out in this Lease Agreement. A request by LESSOR to determine LESSEE'S interest in renewing the contract in no way obligates LESSOR. The option to renew this Lease Agreement cannot be exercised without Troy City Council approval.

**6. RENT ADJUSTMENT AT EXTENSION OF LEASE AGREEMENT.** If this Lease Agreement is extended for an additional five (5) year period as provided in Section 5, and if the capital improvements are made, as specified in Section 4, the monthly rent for the second five (5) year term shall be \$5,600.00 plus an upward C.P.I. adjustment, which is the percentage equal to the increase in the Consumer Price Index (C.P.I.) for Detroit/Ann Arbor metropolitan area for the preceding sixty (60) months, for each year in the extended five (5) year period.

**7. UTILITIES.** LESSEE shall pay all telephone, cable, heat, gas, water and electricity used in the Leased Property. LESSEE shall pay for all repairs or replacement parts that become necessary due to the malfunction, damage, or any other failure of any apparatus necessary for providing telephone, cable, heat, gas, water and electricity.

**8. TAXES.** LESSOR shall pay any real estate taxes attributable to the Leased Property. LESSEE SHALL pay any personal property and all other taxes attributable to the Lease Property or the restaurant operation on the Leased Property.

**9. USE AND QUIET ENJOYMENT.** Upon the timely payment of the monthly rental amount under the terms and conditions provided herein, LESSOR shall be given the use and quiet enjoyment of the Leased Property for the term or renewed term of this Lease Agreement.

**10. DUTY TO MAINTAIN HIGH QUALITY OF PERFORMANCE.** It is the intent of the Parties that the restaurant and Class C Liquor Licensed establishment on the Leased Property be operated and managed at a high level of quality. LESSEE acknowledges and agrees that any lesser standard will reflect poorly on LESSOR'S reputation. LESSEE shall maintain upon the premises a substantial stock of goods, wares, merchandise and equipment so as to provide for the proper storage, preparation, serving and disposal of food products, including, but not limited to, the use and implementation of recognized standards in the restaurant/food service industry required for the health and safety of patrons and employees.

**11. PERSONNEL:** LESSEE acknowledges and agrees that its choice of employees reflect upon the reputation of LESSOR. LESSEE shall require its employees to act courteously, responsively and responsibly towards patrons. LESSEE shall provide that each employee that will be serving alcohol shall be TIPS and/or TAM trained in accordance with the mandatory requirements of the Michigan Liquor Control Commission. Employees shall be clean and modestly dressed at all times.

**12. CLASS C LIQUOR LICENSE/SALE OF ALCOHOL ON GOLF COURSE BY CART.** At all times under this Lease Agreement, LESSEE shall maintain it's Class C Liquor License. LESSEE shall be permitted to sell alcoholic beverages on the Golf Course proper through use of one (1) beverage cart, which shall be purchased or leased by LESSEE. LESSEE is ultimately responsible for compliance with all federal, state and local laws related to the sale, distribution, use, or possession of alcohol, and the administrative rules, procedures, and guidelines as provided by the Michigan Liquor Control Commission including, but not limited to, obtaining or maintaining the necessary license(s) or permit(s) which allow for the operation of the beverage cart on the Golf Course. For purposes of this Lease Agreement, "alcoholic beverages" shall mean beer, wine, and other alcoholic beverages that contain less than 21% of alcohol by volume. LESSEE shall offer sandwiches, snacks, water and other nonalcoholic beverages, in addition to alcoholic beverages, for sale on the beverage cart.

Any of LESSOR'S employees operating the beverage cart must be trained to operate it in a safe manner and in proper golf course etiquette. LESSEE will train all operators of the beverage cart. LESSEE shall keep records of all training, and shall make such records available for review by LESSOR upon requests. LESSEE has the responsibility of determining the routing and hours of operation for the beverage cart. However, LESSOR may adjust the routing or hours of operation in the event of severe weather or other environmental conditions, after consultation with LESSEE.

Storage of the beverage cart is the sole responsibility of LESSEE. Upon approval of LESSOR, LESSEE may store the beverage cart with the golf carts during the golf season. Off season, LESSEE is responsible for beverage cart storage. Storage of the beverage cart inventory is also the sole responsibility of LESSEE. LESSOR has no liability or responsibility for damages to the beverage cart during storage.

LESSOR grants to LESSEE limited use of the Golf Course during the period of the Lease Agreement for the purpose of controlling and monitoring alcohol consumption. LESSEE shall have control and responsibility pursuant to this Lease Agreement for the sole purpose of enforcing MLCC regulations, and is responsible for the conduct of the employees of the LESSOR only as it relates to the Liquor Control Code and Administrative Rules. LESSEE shall indemnify and hold harmless LESSOR from all claims arising out of the sale of alcoholic beverages for consumption on the Golf Course. LESSEE understands and agrees that LESSOR may provide back up security for the monitoring of alcohol consumption on the Golf Course. LESSEE recognized and agrees that operation and control of normal Golf Course activities lies exclusively with LESSOR, except for insuring compliance with the Liquor Control Code and Administrative Rules which is the responsibility of the LESSEE.

**13. NO ADULT USE BUSINESS.** LESSEE is strictly prohibited from any activities set out in the City of Troy's Code of Ordinances, Chapter 76. It is the intent of the Parties that the restaurant is operated and managed in such a manner that patrons feel comfortable in bringing minor children in to dine.

**14. NUISANCE AND PROHIBITED USES.** LESSEE shall not make or permit or allow any noise or odor that is objectionable to the public, to other occupants of the building, or to LESSOR. LESSEE shall not create or maintain a nuisance on the Leased Property and shall not engage in any actions tending to injure the reputation of the LESSOR. LESSOR shall have the sole discretion to determine that a nuisance exists. LESSEE shall not place or permit any antennae, loud speakers, sound amplifiers or similar devices on the roof or outside of the Lease Property.

LESSEE shall not make, use or permit any use of the Leased Property which is directly or indirectly prohibited by law, ordinance or governmental regulation. LESSEE shall not make, use or permit any use of the Lease Property which may be dangerous to life, limb or property.

LESSEE shall pay to LESSOR compensation for all damages sustained by LESSOR as a consequence of any nuisance or illegal acts set for in this Section, including, but not limited to, any increase insurance premiums paid by LESSOR resulting from those acts.

**15. DAYS AND HOURS OF OPERATION.** LESSEE shall keep the restaurant open for patrons during reasonable business hours seven (7) days per week except holidays unless LESSEE chooses to operate on those holidays. This provision will not apply to closures for fire, casualty, strikes or other causes beyond LESSEE's control or during repair, cleaning and decorating of the Leased Property, as pre-approved by LESSOR.

Except as otherwise provided in this Lease Agreement, LESSEE shall keep the "Grill Room" portions of the Leased Property open for food and beverage services, with breakfast, full lunch and dinner menus, from April through October, inclusive, from 11:00 a.m. to dusk Monday through Friday, and from 11:00 a.m. to dusk Saturday, Sunday and holidays, when the adjacent Golf Course is open.

Under no circumstances shall the "Grill Room" be used for any purpose other than service to golfers during the golf season except on Mother's Day and scheduled group use on Saturday evenings after 7:00 p.m. At all other times, full service shall be maintained on the west deck for golfers.

If LESSOR determines that LESSEE has failed to keep the Leased Property open to patrons as required under this Lease Agreement, or if LESSEE posts or publicizes days and/or hours of operation but does not open to patrons during those days and/or hours, LESSOR will immediately notify the LESSEE in writing of the nature of the non-compliance with the Lease Agreement. In the event of non-compliance, LESSOR, through the Troy City Manager or his/her designee, and LESSEE will meet immediately but no later than forty-eight (48) hours after such notice is provided. If the City Manager or his/her designee in their sole discretion determines that LESSEE has not complied with the terms and conditions of this Lease Agreement concerning required days and hours of operation, and no exception to compliance has been demonstrated, LESSEE shall be placed on notice of the non-compliance. LESSEE agrees that if LESSOR determines, in

its sole discretion, that there are any subsequent failure to comply with the terms of this Lease Agreement as applied to days and hours that the Leased Property is open to patrons, it will pay a five hundred (\$500.00) dollar liquidated damage penalty to LESSOR within five (5) days of written notice of the non-compliance by the LESSOR. If LESSEE is required to pay such liquidated damages two (2) times or more, LESSOR may terminate this Lease Agreement as provided in Section 24.

**16. CURRENT CONDITION OF LEASED PROPERTY.** LESSEE acknowledges that it is familiar with the present condition of the Leased Property and that the Leased Property is in satisfactory condition as of the date of execution of this Lease Agreement.

**17. GROUND SIGN.** As a result of a variance granted by Troy City Council on May 6, 1996, LESSEE was allowed to replace a 96 square foot sign located 12 feet from the Rochester Road right-of-way with another 96 square foot sign located 12 feet from the then existing Rochester Road right-of-way and 1 foot 2 inches into the planned Rochester Road right-of-way on the Leased Property. LESSEE is allowed to continue to use the currently existing ground sign for the duration of this Lease Agreement, including any mutually approved renewal period, or until the City of Troy needs additional Rochester Road right-of-way which requires removal and relocation of the sign, whichever occurs first. LESSEE shall be responsible for removing and /or relocating the sign at its own expense upon expiration of the variance as set forth in this Section.

In the event the LESSEE does not remove the sign, and has received advanced written notice of at least 120 days, LESSOR, without further judicial process, may enter upon the Leased Property and remove or cause the sign to be removed at LESSEE'S expense.

**18. ANNUAL REPORT.** LESSEE'S fiscal year shall be January 1<sup>st</sup> to December 31<sup>st</sup>. On or before the thirty-first (31<sup>st</sup>) day of March each year, LESSEE shall prepare and deliver to LESSOR an annual audited financial report prepared in the regular course of business, which accurately reflects the economic status of the business. Annual reports shall be delivered to the Troy Assistant City Manager/Finance & Administration, 500 W. Big Beaver Road, Troy, Michigan 48084.

If the LESSOR is dissatisfied with the completeness, accuracy or validity of the report, within thirty (30) days of the receipt of the annual report, LESSOR shall send written notice to the LESSEE of the reasons for its dissatisfaction. The LESSEE shall have ten (10) days from the date the notice is sent to satisfy LESSOR by presentation of documentation and reports acceptable to LESSOR or provide other reports requested by LESSOR. Failure to provide satisfactory supplemental documentation or reports, or failure by the LESSEE to submit supplemental documentation or reports, may be considered a breach of this Lease Agreement.

**19. LESSEE'S OBLIGATION TO MAINTAIN, REPAIR, DECORATE AND CLEAN.** LESSOR has made no promises to maintain, repair, decorate or clean the Leased Property and has made no representations regarding the condition of the Leased

Property. LESSEE shall at LESSEE'S own expense, maintain the Leased Property in good condition and repair, including, but not limited to, the outdoor deck, all interior walls, floors, doorways, plumbing fixtures and pipes, electrical outlets, heating and cooling equipment, and interior and exterior glass.

LESSEE shall maintain the temperature in the Lease Property at a level high enough to prevent the freezing of water in the plumbing fixtures and to prevent all other damage caused by low temperatures.

LESSEE shall not overload any floor. LESSOR reserves the right to direct the routing and location of all safes and all other heavy objects. All supplies, merchandise, fixtures, appliances and equipment may only pass through proper service doors while the Lease Property is occupied by patrons.

LESSOR shall remove snow and ice from the parking area in front of, adjoining and in the rear of the Leased Property and maintain the grass and shrubbery areas adjacent to the restaurant building. LESSEE shall keep all sidewalks, entrances, passages, courtyards, corridors, vestibules, halls, approaches, exits, elevators and stairways free from all obstructions including, but not limited to, snow, ice, refuse, ashes and fire hazards of any kind.

LESSEE shall keep all windows of the Leased Property clean and shall maintain the Leased Property in an attractive condition. If LESSEE desires interior awnings, shades, blinds, window or door coverings, LESSEE shall furnish and maintain the same in an attractive manner at LESSEE'S own expense.

LESSEE shall not install any apparatus for exterior illumination, air conditioning, cooling, heating, refrigeration or ventilation on the Leased Property without LESSOR'S advance written consent which shall not be unreasonably withheld.

If LESSEE fails to make repairs promptly and adequately, LESSOR reserves the option to make the repairs at the cost to the LESSEE, including, but not limited to, personnel costs, overtime costs, parts and supplies. LESSOR shall provide an invoice with a breakdown of its costs to LESSEE. If LESSEE fails to pay those costs within thirty (30) days of LESSOR'S invoice, LESSOR may add the costs as part of LESSEE'S rental payments until such costs are paid or pursue other legal remedies.

LESSEE SHALL INDEMNIFY LESSOR for any injuries, including property damage, personal injury or death, for claims based on a violation of this Section.

**20. LESSOR'S OBLIGATION TO MAINTAIN AND REPAIR.** LESSOR shall maintain and repair the foundation, exterior walls, and the roof of the Leased Property in good condition. LESSOR, at its own expense, may also voluntarily or pursuant to government requirements, repair any part of the Leased Property. During the repair, LESSOR shall be allowed to take whatever action is necessary to complete the repair. LESSOR shall

make a reasonable effort to avoid, prevent or minimize the occurrence of property damage and/or loss of business and profits to LESSEE during all times during the repair.

**21. RIGHT OF ENTRY.** LESSOR reserves the right to enter upon the Leased Property at all reasonable hours for the purpose of inspecting the Leased Property, and for exhibiting the Leased Property to prospective tenants, purchasers or others. The exercise by LESSOR of its rights under this Section shall not be deemed to be an eviction or interference with the LESSEE'S right to quiet enjoyment of the Leased Property.

**22. SPECIAL EVENTS.** LESSEE may conduct special events or seasonal events on the Leased Property upon approval of the LESSOR'S City Manager or his/her designee. If a special event or seasonal event is approved by LESSOR, LESSEE shall maintain insurance coverage for both itself and LESSOR for those events by rider to its insurance policy, if required for coverage. LESSEE shall provide a copy of the coverage rider to LESSOR'S Risk Manager prior to the event. LESSEE shall be responsible for payment of any costs incurred by LESSOR, including, but not limited to personnel costs, over-time cost, and/or use of LESSOR'S equipment. An invoice will be provided to LESSEE by LESSOR. LESSEE shall have thirty (30) days from the date of the invoice to pay those costs.

**23. INSOLVENCY OR BANKRUPTCY OF LESSEE.** Neither this Lease Agreement nor any interest in the Lease Property shall pass to any trustee or receiver for creditors, or to any person by attachment or execution of a judgment.

**24. TERMINATION OF LEASE AGREEMENT:** LESSOR may terminate this Lease Agreement upon sixty (60) days written notice to LESSEE for any of the following reasons:

- A. LESSEE files for bankruptcy or insolvency in any state or federal court.
- B. A receiver or trustee of LESSEE is appointed by reason of LESSEE'S bankruptcy or insolvency.
- C. LESSEE makes a general assignment for the benefit of its creditors.
- D. LESSEE terminated the normal operation of the restaurant facility by closing.
- E. LESSEE'S liquor license is revoked, suspended, transferred or sold.
- F. LESSEE, or any of its officers, is criminally charged with fraud, embezzlement, deceptive practices, larceny, or any similar offenses.
- G. LESSEE has failed to comply with any term or provision contained in this Lease Agreement, including but not limited to, non-payment of rent.
- H. LESSEE modifies the days and/or hours of operation without LESSOR'S consent and has incurred two (2) or more liquidated damage penalties as set out in Section 15.

LESSOR will send notification of termination in writing, stating the reasons for termination to LESSEE. Before LESSOR exercises its right to terminate this Lease Agreement under this Paragraphs G and H above, LESSOR will afford LESSEE an opportunity to respond within seven (7) calendar days to allegations of inadequacy of

performance and/or breach or default of this Lease Agreement. The City Manager or designated representative shall have discretion to make a decision to terminate this Lease Agreement, subject only to the approval of City Council.

At termination of this Lease Agreement for any reason, LESSEE shall peaceably surrender the Leased Property to LESSOR in the same condition as the date of first use of the Leased Property by LESSEE, excepting normal wear and tear. If the LESSEE fails to remove trade fixtures or other property from the Leased Property within thirty (30) days after termination of this Lease Agreement, LESSOR may remove the fixtures and property and LESSEE shall pay the cost for the removal. At the option of LESSOR, LESSOR may retain the fixtures and property and LESSEE shall have presumed to have conveyed the fixtures and property to the LESSOR with this Lease Agreement as the Bill of Sale and without further payment or credit.

**25. INSURANCE REQUIREMENTS.** LESSEE shall carry general liability insurance, automobile insurance, workers compensation, liquor liability coverage and employers' liability insurance for any actions, claims, liability or damages caused to others arising out of the performance of this Agreement in amounts approved by the LESSOR. LESSOR shall be named as an additional insured on the general liability and liquor liability 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" on ISO form B or broader.

LESSOR shall be notified of any cancellation of that insurance within 30 days. The cancellation clause shall read:

"Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will provide 30 days written notice to the additional insured."

Cancellation or lapse of the insurance shall be considered a material breach of this contract and the contract shall become null and void unless the LESSEE immediately provides proof of renewal of continuous coverage to the LESSOR. All insurance carriers shall be licensed and admitted to do business in the State of Michigan and acceptable to the LESSOR. Proof of insurance meeting these requirements shall be provided to the LESSOR before execution of this contract.

LESSEE is responsible for any deductibles to any of the policies. LESSEE shall furnish three (3) complete copies of the acceptable Certificates of Insurance. If any of the policies expire during the term of the Agreement, LESSEE shall deliver renewal certificates and/or policies to LESSOR'S Risk Manager, at least ten (10) days prior to the expiration date.

**26. INDEMNIFICATION AND HOLD HARMLESS.** To the fullest extent permitted by law, LESSEE agrees to defend, pay on behalf of, indemnify, and hold harmless the City

of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the execution of activities by the LESSEE outlined in this Lease Agreement or as relating to or resulting from those activities.

**27. ASSIGNMENT OF LEASE AGREEMENT OR LIQUOR LICENSE:** LESSEE shall have no authority or power to assign, sublet and/or transfer any rights, privileges or interests under this Lease Agreement without prior written consent from the LESSOR. LESSEE shall not assign, sublet and/or transfer any rights in its Class C liquor license without prior written consent from the LESSOR.

**28. LIENS OR ATTACHMENTS PROHIBITED.** LESSEE shall not cause any liens to be attached upon LESSEE'S interest by operation of law or otherwise. LESSEE is prohibited from transferring, selling, mortgaging, pledging, assigning, or conveying this Lease Agreement or any interest therein.

**29. DISASTER PROVISION.** In the event that the Leased Property is made wholly untenable by fire or other casualty, LESSOR shall take possession of the Leased Property within thirty (30) days thereof. If LESSOR is not prohibited from undertaking reconstruction or repair of the Leased Property by either conditions on the Leased Property or any declarations of government or insurance adjusting agencies, LESSOR shall give written Notice of Intent to LESSEE of LESSOR'S intent to either: a) terminated this Lease Agreement as of the date of the notice, or b) repair, restore or rehabilitate the Leased Property within ninety (90) days following the date of notice.

If the LESSOR later determines that it cannot substantially complete the work, for whatever reason, within that ninety (90) day period, then at any time within one hundred (100) days of the date of LESSOR'S Notice of Intent, the LESSOR may inform the LESSEE that this Lease Agreement is terminated as of the date of the termination notice.

If, at the end of the ninety (90) day period, the work has not been substantially completed, for whatever reason, then there shall be a ten (10) day period during which the LESSEE may terminate this Lease Agreement upon written notice to LESSOR. At the end of the one hundred (100) days following LESSOR'S Notice of Intent, this Lease Agreement shall only be terminated by mutual agreement of the Parties.

While the Leased Property is untenable, the rent shall be abated on a per diem basis, but shall be paid, as provided herein, to the date of the fire or casualty. If the Leased Property is partially damaged by fire or other casualty, the Leased Property shall be repaired, restored or rehabilitated by LESSOR, and, until the damaged portion

of the Leased Property is ready for occupancy by LESSEE, rent shall be apportioned by usable square footage of Leased Property.

In all cases, allowance shall be made for reasonable delay which may be caused by adjustment of insurance, strikes, labor difficulties or any cause beyond LESSOR'S control. LESSEE shall cooperate with all LESSOR'S reasonable requests for moving of LESSEE'S property in order to facilitate repairs, restoration or rehabilitation.

**30. EMINENT DOMAIN.** In the event that all of the Leased Property is taken by exercise of another governmental entities power of eminent domain, this Lease Agreement shall terminate as of the date possession is taken by the condemning authority. LESSOR shall refund any monthly rent paid in advance, on a per diem basis with thirty (30) days as it denominator.

If a portion of the Leased Property is taken by eminent domain proceedings, but the taking does not include the land upon which the restaurant building is constructed, then this Lease Agreement and term shall not terminate, but within one hundred eighty (180) days after LESSOR receives payment for estimated just compensation, LESSOR, at its own expense, shall commence to repair or alter the Leased Property not affected by the taking, to make them useable. During the repair or alteration, alternate arrangements shall be make for the parking of employees and patrons.

**31. INDEPENDENT CONTRACTOR.** LESSEE acknowledges that it is an independent contractor with no authority to bind LESSOR to any contracts or agreements, written or oral.

**32. 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.

**33. NON-DISCRIMINATION.** LESSEE shall not discriminate in the hiring of any employees or in the use of the Leased Property by patrons, directly or indirectly on the basis of age, race, color, religion, national origin, sex, height, weight, disability, 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 Lease 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 Lease Agreement shall not be modified or amended except pursuant to a written agreement signed by both Parties. 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.

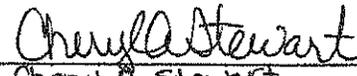
**36. GOVERNING LAW AND JURISDICTION:** This Agreement is made in and shall be governed by the laws of the State of Michigan. Any lawsuits under this Agreement shall be filed in the Oakland County Circuit Court, Michigan.

**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.

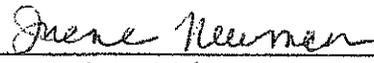
**38. AUTHORITY TO EXECUTE:** By execution of this Agreement, the respective Parties acknowledge that each has executed this Agreement with full and complete authority to do so.

LESSOR:  
CITY OF TROY, a Michigan  
Municipal Corporation

WITNESSES:

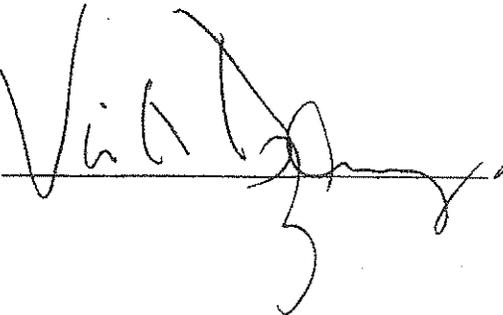
  
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Cheryl A. Stewart

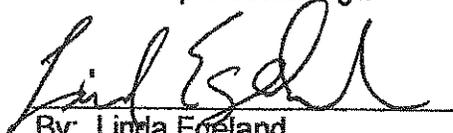
  
By: Louise A. Schilling  
Mayor

  
\_\_\_\_\_  
Irene Newman

  
By: Tonni Bartholomew M. Aileen Bittner  
City Clerk Deputy City Clerk

LESSEE:  
GALLATIN, INC., a Michigan  
Corporation  
d/b/a Camp Ticonderoga

  
\_\_\_\_\_

  
By: Linda Egeland  
Its: President



DATE: March 9<sup>th</sup>, 2015  
TO: Brian M. Kischnick, City Manager  
FROM: Sehrish Salah-Ud-Din, Assistant to the City Manager  
SUBJECT: 2015/16 Strategies (Introduced By: Brian Kischnick, City Manager)

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This is the third budget year that we have established strategies to help us focus on top city priorities. City Management identified the need to establish strategies each year which assist budget decisions and establish clear direction. This memo introduces the 2015/16 Strategies for adoption.

### **Background**

Earlier this year, we had the Council/Staff Retreat on February 5<sup>th</sup> (Automation Alley) and February 6<sup>th</sup> (Altair). Council and staff reviewed the Strategies from last year and discussed the status of each strategy. Council and staff also collaborated and identified the top priorities for 2015/16.

Staff at the retreat was separated into eight groups and the groups collaborated to brainstorm 2015/16 topics/priorities. Following the retreat, our internal staff went through the topics/priorities that were selected at the retreat and created top 10 strategies.

Lastly, the 2015/16 top 10 strategies were discussed at our weekly Leadership meeting with all of the department heads to gain further input and to finalize the strategies. The attached strategies are a result of council/staff retreat input finalized by administration.

*Please note that the strategies are not listed or prioritized in any particular order. These are simply 10 strategies for 2015/16 that we hope to accomplish.*

### **Recommendation**

Upon review from Council, it is recommended that these strategies be adopted by City Council for the 2015/16 year.

2015/2016

# TOP 10 STRATEGIES

'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 and invest in our assets, both people and infrastructure

Define our organizational culture

2

3

Consistently tell our story

Create a sense of place

4

5

Embrace a sustainable Library

Implement a Trails and Pathways Plan and increase walkability

6

7

Maintain strong Public Safety

Enhance interaction online and in-person

8

9

Modernize wayfinding opportunities

Celebrate diversity

10

Pastor Eric Haven 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, February 23, 2015, at City Hall, 500 W. Big Beaver Rd. Mayor Slater called the meeting to order at 7:34 PM.

**B. ROLL CALL:**

- Mayor Dane Slater
- Steve Gottlieb
- Dave Henderson
- Ellen Hodorek
- Ed Pennington
- Doug Tietz

Resolution #2015-02-029  
Moved by Slater  
Seconded by Pennington

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of Council Member Campbell at the Regular City Council Meeting of February 23, 2015, due to being out of the state.

Yes: Slater, Gottlieb, Henderson, Hodorek, Pennington  
No: None  
Absent: Campbell

**MOTION CARRIED**

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

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**C-1** "A Healthy Me is Drug Free" Pledges Presented by the Red Ribbon Chairperson for Troy Families for Safe Homes and Representatives from the Troy School District – First Graders, Principal Jerry Cottone and Teachers from Leonard Elementary (Introduced by: Cindy Stewart, Community Affairs Director)

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**C-2** Certificate of Recognition/Appreciation to Commissioner Wade Fleming from the City of Troy for His Years of Service on the Troy City Council (Presented by: Mayor Slater)

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**C-3** Certificate of Recognition/Appreciation to Commissioner Wade Fleming from the State of Michigan for His Years of Service on the Troy City Council (Presented by: Representative Martin Howrylak)

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**C-4 Legislative Update by Representative Martin Howrylak (Presented by: Representative Martin Howrylak)**

**D. CARRYOVER ITEMS:**

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**D-1 No Carryover Items**

**E. PUBLIC HEARINGS:**

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**E-1 Public Hearing for Industrial Development District (IDD) for HTC Global Services, 100 E. Big Beaver Rd.**

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

Resolution #2015-02-030  
Moved by Gottlieb  
Seconded by Henderson

WHEREAS, Pursuant to PA 198 of 1974, as amended, the Troy City Council has the authority to establish Industrial Development Districts (IDD's) within the City of Troy; and

WHEREAS, HTC Global Services has petitioned the Troy City Council to establish an Industrial Development District (IDD) on its property located in the City of Troy, hereinafter described; and

WHEREAS, construction, acquisition, alteration, or installation of a proposed facility had not commenced at the time of filing the request to establish the district; and

WHEREAS, Written notice was given by mail to all owners of real property located within the district, and to the public by newspaper advertisement in the newspaper of record, and public posting of the hearing on the establishment of the district; and

WHEREAS, On February 23, 2015, a public hearing was held at which all owners of real property within the proposed Industrial Development District (IDD) and all residents and taxpayers of the City of Troy were afforded an opportunity to be heard thereon; and

WHEREAS, The Troy City Council deems it to be in the public interest of the City of Troy to establish the Industrial Development District (IDD) as proposed.

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **ESTABLISHES** an Industrial Development District (IDD) for property known as 100 E. Big Beaver, Troy, MI. 48083, Parcel #88-20-27-101-060, in accordance with City Council Policy Resolution #2010-08-173.

BE IT FINALLY RESOLVED, That Troy City Council hereby **DIRECTS** the City Clerk to forward a certified copy of this resolution to the State Tax Commission, Treasury Building, P.O. Box 30471, Lansing, MI 48909-7971.

Yes: Gottlieb, Henderson, Hodorek, Pennington, Slater

---

No: Tietz  
Absent: Campbell

## MOTION CARRIED

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### **E-2 Public Hearing for Industrial Facilities Exemption Certificate (IFEC) for HTC Global Services, 100 E. Big Beaver Rd.**

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

Resolution #2015-02-031  
Moved by Gottlieb  
Seconded by Henderson

WHEREAS, After due notice and proper hearing, the City Council of the City of Troy on February 23, 2015, established an Industrial Development District (IDD) for property known as 100 E. Big Beaver, Troy, MI. 48083, Parcel # 88-20-27-101-060; and

WHEREAS, An Application has been submitted by HTC Global Services for an Industrial Facilities Exemption Certificate (IFEC) for personal property at 100 E Big Beaver, Troy, MI. 48083 for eight (8) years after completion; and

WHEREAS, After due and proper notice by the City Clerk, the City Council, on February 23, 2015, held a Public Hearing giving opportunity for comment by all taxing units as to the possibility that the granting of an Industrial Facilities Exemption Certificate (IFEC) for HTC Global Services at 100 E. Big Beaver, Troy, MI. 48083 may have the effect of substantially impeding the operation of the taxing unit, or impairing the financial soundness of the taxing unit; and

WHEREAS, The aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Troy, after granting this certificate will not exceed 5% of an amount equal to the sum of the SEV of the City of Troy, plus the SEV of real and personal property thus exempted.

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council has **FOUND THAT THE GRANTING** of an Industrial Facilities Exemption Certificate (IFEC) for HTC Global Services at 100 E. Big Beaver, Troy, MI. 48083 shall not substantially impede the operation of the City of Troy or the other taxing units, **NOR HAS IT BEEN FOUND THAT THE GRANTING** of the Industrial Facilities Exemption Certificate (IFEC) will impair the financial soundness of the City of Troy, or the other taxing units which levy taxes on said property.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** the application for an Industrial Facilities Exemption Certificate (IFEC) for HTC Global Services at 100 E. Big Beaver, Troy, MI. 48083, Parcel # 88-20-27-101-060, for personal property for a term of eight (8) years after completion, **CONTINGENT** upon the execution of a Letter of Agreement between the City of Troy and HTC Global Services, and the payment of the fees in accordance with Public Act 198 of 1974, as amended.

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

BE IT FINALLY RESOLVED, That the City Clerk is hereby **AUTHORIZED TO COMPLETE** the Application and **TRANSMIT** same to the State Tax Commission, Treasury Building, P.O. Box 30471, Lansing, MI. 48909-7971.

Yes: Henderson, Hodorek, Pennington, Slater, Gottlieb  
No: Tietz  
Absent: Campbell

**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:**

**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 – None

a) **Mayoral Appointments:** None

b) **City Council Appointments:** None

---

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

a) **Mayoral Nominations:**

*City Council took no action on this Item.*

b) **City Council Nominations:**

*City Council took no action on this Item.*

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**I-3 No Closed Session Requested**

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**I-4 Emergency Appointment of Board of Review Member (*Introduced by: Nino Licari, City Assessor*)**

**a) Suspension of Council Rule #16 Appointments to Boards, Commissions and Committees**

Resolution #2015-02-032  
Moved by Slater  
Seconded by Henderson

RESOLVED, That Troy City Council hereby **SUSPENDS** the Rules of Procedure for the City Council, Rule #16 *Appointments to Boards, Commissions and Committees* in order for City Council to vote on the emergency appointment to the Board of Review.

Yes: Hodorek, Pennington, Tietz, Slater, Gottlieb, Henderson  
No: None  
Absent: Campbell

**MOTION CARRIED**

**b) Emergency Appointment - Board of Review**

Resolution #2015-02-033  
Moved by Slater  
Seconded by Hodorek

WHEREAS, The Board of Review has scheduled meetings beginning on Monday, March 9, 2015; and

WHEREAS, A vacancy was created when Board of Review Member Eileen Turner resigned as of February 18, 2015; and

WHEREAS, City Council waived Council Rule #16 requiring Mayoral Nomination for the Board of Review.

RESOLVED, That the Mayor of the City of Troy hereby **APPOINTS** John Howard Adams to the Board of Review with a term expiring January 31, 2017.

Yes: Pennington, Tietz, Slater, Gottlieb, Henderson, Hodorek  
No: None  
Absent: Campbell

**MOTION CARRIED**

**I-5 City Charter Clarification – Section 7.9 Nominations (Introduced by: Aileen Dickson, City Clerk)**

Resolution #2015-02-034  
Moved by Henderson  
Seconded by Pennington

WHEREAS, As of January 1, 2014, Michigan Election Law Section 168.644e set the filing deadline for odd year general elections held by cities to be fifteen Tuesdays prior to the election date; and

WHEREAS, Troy City Charter Section 7.9 – Nominations is now in conflict with Section 168.644e of Michigan Election law.

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **AUTHORIZES** City Administration to place a notation in Section 7.9 Nominations of the Troy City Charter that states: “Beginning January 1, 2014, pursuant to Section 168.644e of Michigan Election Law, the candidate filing deadline for City of Troy offices shall be 4 p.m. on the fifteenth Tuesday prior to the general election.”

Yes: Tietz, Slater, Gottlieb, Henderson, Hodorek, Pennington

No: None

Absent: Campbell

**MOTION CARRIED****J. CONSENT AGENDA:**

---

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

Resolution #2015-02-035  
Moved by Henderson  
Seconded by Hodorek

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

Yes: Slater, Gottlieb, Henderson, Hodorek, Pennington, Tietz

No: None

Absent: Campbell

**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 #2015-02-035-J-2

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

- a) City Council Special Study Meeting Minutes-Draft – February 9, 2015
- b) City Council Meeting Minutes-Draft – February 9, 2015

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

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

**J-5 Carter, et al. v Oakland County Jail, et al. Lawsuit**

Resolution #2015-02-035-J-5

RESOLVED, That the City Attorney is hereby **AUTHORIZED** and **DIRECTED** to represent the City of Troy and the individual Troy defendant named in the matter of Jeremy Carter, et al. v. Oakland County Jail, et al., United States District Court for the Eastern District of Michigan, Case No. 2:15-cv-10347, against any claims and damages. Furthermore, the City Attorney is **AUTHORIZED** to pay necessary costs and expenses and to retain any necessary expert witnesses to adequately represent the City and the Troy defendants.

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

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

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

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

Stafford, Tom	Spoke to make a complaint about the newspaper companies that leave unsolicited newspapers and litter residential driveways.
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**M. COUNCIL REFERRALS:**

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

**M-1 No Council Referrals**

**N. COUNCIL COMMENTS:**

**N-1 No Council Comments Advanced**

Council Member Henderson announced that he will hold office hours on Thursday, March 5, 2015 from 6:00 PM – 7:00 PM at the Troy Community Center.

Council Member Pennington congratulated Commissioner Wade Fleming for his years of service on Troy City Council.

Council Member Pennington also applauded the Troy Police Department on being voted 1<sup>st</sup> overall safest city in Michigan and 23<sup>rd</sup> overall safest city in America.

Council Member Hodorek commented on the vast amount of information for residents in the Spring Troy Today. She recognized City Manager Kischnick's letter applauding the DPW employees for clearing the snow from the last major storm within 30 hours.

Council Member Gottlieb empathized with the resident's comment regarding the newspapers being left in the driveway. Mayor Slater deferred to the City Attorney on this issue. City Attorney Lori Bluhm pursued complaints several years ago and that seemed to resolve the issue for a while. There was a consensus of City Council to ask the City Attorney to draft and mail a letter to the newspaper agencies that is signed by all of City Council.

Mayor Slater thanked Fire Station 6 for the invitation and delicious meal prepared for City Council.

Mayor Slater requested a Response to Public Comment section be added after L. Public Comment for Items not on the Agenda from Troy Residents and Businesses. City Administration will bring a draft revision of the City Council Rules of Procedures at the next Regular meeting.

Mayor Slater requests that our thoughts and prayers be with former Council Member Tony Pallotta.

## **O. REPORTS:**

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

- a) Employees' Retirement System Board of Trustees Minutes-Final – September 10, 2014
- b) Employees' Retirement System Board of Trustees Minutes-Final – November 12, 2014
- c) Zoning Board of Appeals Minutes-Final – December 16, 2014
- d) Building Code Board of Appeals Minutes-Final – January 7, 2015
- e) Planning Commission Minutes-Final – January 27, 2015
- f) Building Code Board of Appeals Minutes-Draft – February 4, 2015
- g) Planning Commission Minutes-Draft – February 10, 2015  
Noted and Filed

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### **O-2 Department Reports:**

- a) SOCRRA Quarterly Report – January, 2015  
Noted and Filed

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**O-3 Letters of Appreciation:**

- a) To Brian Kischnick from Nancy Bowman Regarding Vision Collision
- b) To Dave Roberts from Steve Splan
- c) To Brian Kischnick from Suneel Sekhri Regarding Safest City
- d) To Mayor Slater and City Council from Al Aceves Regarding Officer Joe Mouch  
Noted and Filed

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**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 8:56 PM.

---

Mayor Dane Slater

---

M. Aileen Dickson, CMC  
City Clerk



# CITY COUNCIL AGENDA ITEM

Date: March 2, 2015

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager  
Sandy Kasperak, City Treasurer  
Tom Darling, Director of Financial Services

Subject: Standard Purchasing Resolution 2: Award to Low Bidder meeting Specifications – Printing and Distribution of 2015 and 2016 Summer and Winter Tax Bills

**History**

- The Treasurer’s Department is responsible for the printing and mailing of the City of Troy’s Summer and Winter Tax bills.
- The current contract expired December 31, 2014.

**Purchasing**

On February 19, 2015, a bid opening was conducted as required by City Charter and Code for Tax Bill Printing. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; [www.mitn.info](http://www.mitn.info) and was sent to the Troy Chamber of Commerce. Four (4) bid proposals were received. Below is a detailed summary of potential vendors for both bid opportunities:

<b>Companies notified via MITN</b>	140
Troy Companies notified via MITN	9
Troy Companies notified Active email notification	9
Troy Companies - Active Free	0
<b>Companies that viewed the bid</b>	34
Troy Companies that viewed the bid	2

**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, Lasercom, LLC, of Troy, MI was low bidder meeting specifications and is being recommended to furnish all labor, materials and equipment to provided printing services for the 2015/2016 Summer/winter Tax Bills with an option to renew for three (3) additional years.

**Financial**

Funds are available in the printing and postage accounts in the operating budget of the Treasurer’s Office.

**Recommendation**

City management recommends awarding a 2-year contract with the option to renew upon mutual consent of both parties at the same prices, terms and conditions for three (3) additional years to provide Tax Bill Printing to *LaserCom, LLC of Troy, MI*; as per billing unit bid pricing; for an estimated annual cost of \$6,596.00 per year, not to exceed annual budgetary limitations at prices contained in the bid tabulation opened February 19, 2015. The award is contingent upon the contractors’ submission of properly executed bid documents including insurance certificates, and all other specified requirements.

VENDOR NAME:

Lasercom LLC	IDS.com	KCI	
Troy, MI	Madison Hts., MI	Grand Rapids, MI	
	Solution		Alternate Bid
CHECK # - 2010374737	1309	860010	860010
CHECK AMOUNT - \$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00

**PROPOSAL: FURNISH ALL LABOR, MATERIALS, AND EQUIPMENT TO PROVIDE PRINTING SERVICES FOR THE 2015/2016 SUMMER/WINTER TAX BILLS WITH AN OPTION TO RENEW FOR THREE (3) ADD'L 1-YEAR TAX PERIODS.**

EST QTY	DESCRIPTION	\$ PER BILLING	\$ PER BILLING	\$ PER BILLING	\$ PER BILLING
<b>LASER PRINTED TAX BILLS</b>					
10,000	INFORMATION STATEMENT 8.5" x 11" 70# White offset stock <b>COMPLETE FOR THE SUM OF:</b>	\$ 220.00	\$ 250.00	\$ 439.80	\$ -
29,000	TAX STATEMENT 8.5" x 11" 70# White offset stock <b>COMPLETE FOR THE SUM OF:</b>	\$ 638.00	\$ 696.00	\$ 1,319.40	\$ -
35,000	LASER IMPRINT FACE OF STATEMENT <b>COMPLETE FOR THE SUM OF:</b>	\$ 595.00	\$ 875.00	\$ -	\$ -
<b>ENVELOPES</b>					
35,000	#10 DOUBLE WINDOW ENVELOPE 24# White wove stock <b>COMPLETE FOR THE SUM OF:</b>	\$ 770.00	\$ 1,925.00	\$ 2,005.71	\$ -
25,000	#9 REPLY ENVELOPE 24# White wove stock <b>COMPLETE FOR THE SUM OF:</b>	\$ 375.00	\$ 750.00	\$ 804.55	\$ 750.00
<b>FULFILLMENTS</b>					
10,000	INFORMATION STATEMENT Fold form, Insert form into window envelope etc <b>COMPLETE FOR THE SUM OF:</b>	\$ 200.00	\$ 200.00	\$ 500.00	\$ 800.00
25,000	TAX STATEMENT Fold form, Insert form and return envelope into window envelope etc <b>COMPLETE FOR THE SUM OF:</b>	\$ 500.00	\$ 500.00	\$ 1,250.00	\$ 2,000.00
<b>SET UP &amp; PROGRAMMING CHARGE</b>					
<b>COMPLETE FOR THE SUM OF:</b>		\$ -	\$ 150.00	\$ 220.50	\$ -
<b>PRESORT &amp; DELIVER TO POST OFFICE (Do NOT Include Postage)</b>					
35,000	PRESORT <b>COMPLETE FOR THE SUM OF:</b>	\$ -	\$ -	\$ 375.00	\$ -
35,000	DELIVERY TO POST OFFICE <b>COMPLETE FOR THE SUM OF:</b>	\$ -	\$ -	\$ -	\$ -
<b>ESTIMATED TOTAL PER YEAR</b>		\$ 6,596.00	\$ 10,692.00	\$ 13,829.92	\$ 7,100.00
<b>ESTIMATED TOTAL (2 years)</b>		\$ 13,192.00	\$ 21,384.00	\$ 27,659.84	\$ 14,200.00
<b>ESTIMATED TOTAL (3 year renewal)</b>		\$ 19,788.00	\$ 32,076.00	\$ 41,489.76	\$ 21,300.00
<b>ESTIMATED CONTRACT GRAND TOTAL</b>		\$ 32,980.00	\$ 53,460.00	\$ 69,149.60	\$ 35,500.00
<b>COMPLETION SCHEDULE:</b>					
Can meet		XX	XX	XX	XX
Cannot meet					
<b>SERVICE FACILITY:</b>					
Location		2230 Elliot Troy, MI	747 E. Whitcomb Madison Hts, MI	3901 E. Paris Ave Grand Rapids, MI	3901 E. Paris Ave Grand Rapids, MI
Hours of Operations		M-F 7am - 6pm	M-F 8AM to 5PM	M-F 8AM to 5PM	M-F 8AM to 5PM
24HR Phone Number		248 670 1120	248 588 2415	616 957 2120	616 957 2120

Opening Date -- 2/19/2015  
 Date Reviewed -2/20/2015

CITY OF TROY  
 BID TABULATION  
 PRINTING OF TAX BILLS

VENDOR NAME:

Lasercom LLC	IDS.com	KCI	KCI
			Alternate Bid
No	Yes	Yes	Yes
Net 30	Net 20	Net 30	Net 30
		Postage Paid	Postage Paid
<b>7 Calendar Days - As Specified</b>			
None	Yes	None	Yes
	<i>60 days notice for programming/ set-up.</i>		
Yes	Yes	Yes	Yes
Yes	Yes	Yes	Yes
<b>HIGHLIGHTED AREA DENOTES LOW TOTAL BIDDER</b>			

**SAMPLE DOCUMENT:** Y or N

**PAYMENT TERMS:**

**DELIVERY:**

**EXCEPTIONS:**

**ACKNOWLEDGEMENT:** Y or N

**COST BREAKDOWN:** Y or N

DMS:

Vendor: *Peregrine*

Reason: *Bid was received late*

**ATTEST:**

Susan Riesterer

Sandra Kasperek

Enna Bachelor

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



## CITY COUNCIL AGENDA ITEM

---

Date: February 27, 2015

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic and Community Development  
Steven J. Vandette, City Engineer  
Larysa Figol, Sr. Right-of-Way Representative

Subject: Request for Acceptance of a Permanent Easement from  
Brooke View Development, Inc., Sidwell #88-20-01-476-063

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### **History**

As part of the development of a parcel located in the southeast  $\frac{1}{4}$  of Section 1, west of Dequindre Road and north of Square Lake, the Engineering department has received a permanent easement for storm sewer and surface drainage from Brooke View Development, Inc., owner of the property having Sidwell #88-20-01-476-063.

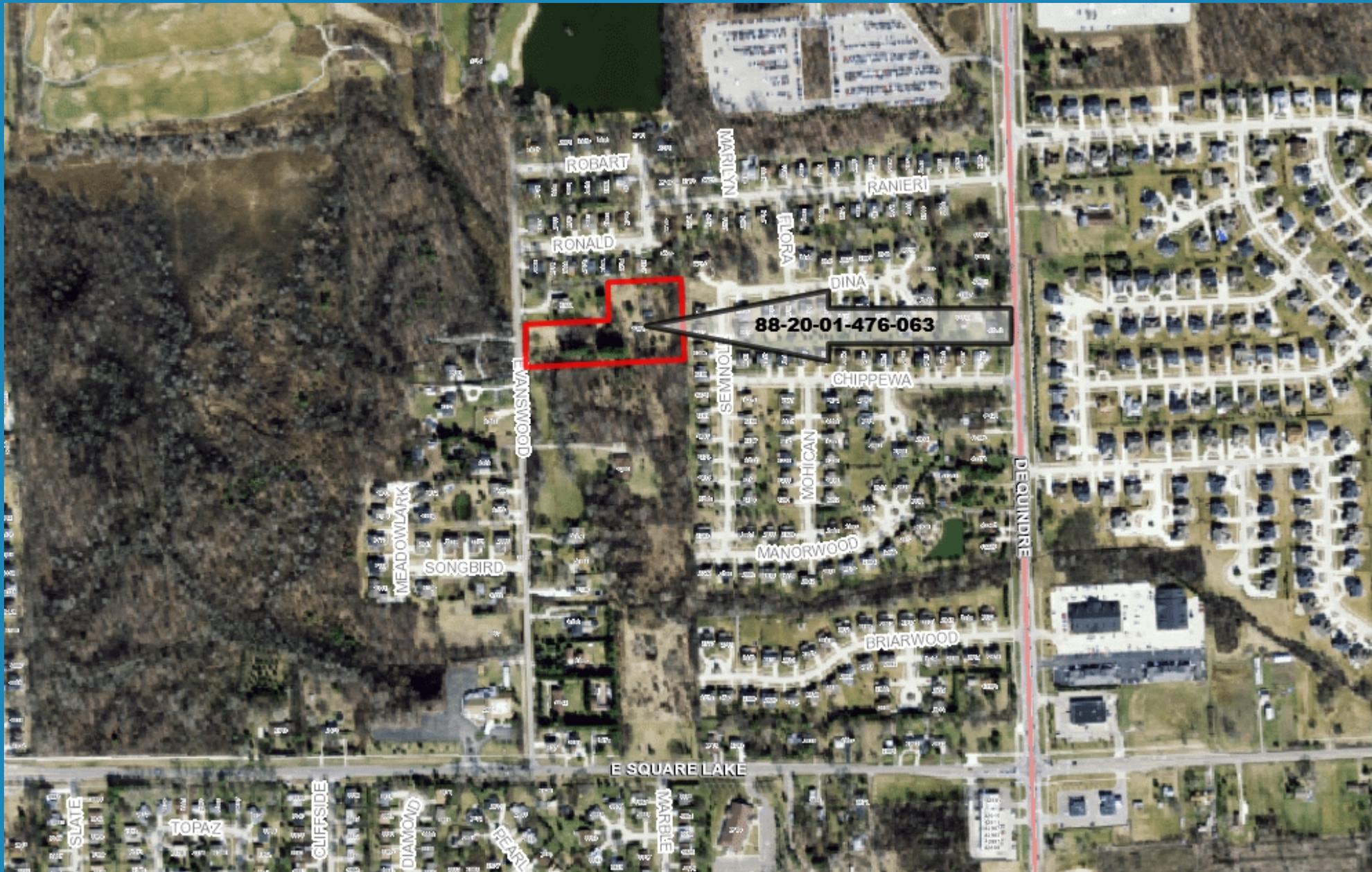
The format and content of this easement is consistent with conveyance documents previously accepted by City Council.

### **Financial**

The consideration amount on this document is \$1.00

### **Recommendation**

City Management recommends that City Council accept the attached permanent easement consistent with our policy of accepting right of way, detention ponds and easements for development and improvement purposes.



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.

**PERMANENT EASEMENT**

Sidwell #88-20-01-476-063  
Resolution #

BROOKE VIEW DEVELOPMENT, INC., a Michigan corporation, Grantor(s), whose address is 930 West 11 Mile Road, Madison Heights, MI 48071, for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the CITY OF TROY, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grants to the Grantee the right to construct, operate, maintain, repair and/or replace **storm sewer and surface drainage**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

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

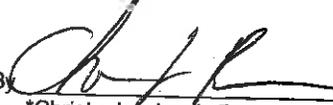
and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

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

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

IN WITNESS WHEREOF, the undersigned hereunto affixed one signature(s) this 27<sup>th</sup> day of February A.D. 2015.

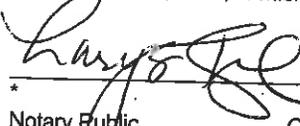
BROOKE VIEW DEVELOPMENT, INC.  
a Michigan corporation

By  (L.S.)  
\*Christopher Lewis Barr  
Its President

STATE OF MICHIGAN )  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of February, 2015, by Christopher Lewis Barr, President of BROOKE VIEW DEVELOPMENT, INC., a Michigan corporation on behalf of said corporation.

**LARYSA FIGOL**  
Notary Public, Oakland County, Michigan  
Acting in Oakland County, Michigan  
My Commission Expires 03/02/2018

  
\*  
Notary Public, \_\_\_\_\_ County, Michigan  
My Commission Expires \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

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

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

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

**EXHIBIT "A"**  
**DESCRIPTION OF 20' WIDE STORM SEWER EASEMENT**

WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWN 2 NORTH, RANGE 11 EAST,  
 CITY OF TROY, OAKLAND COUNTY, MICHIGAN

DESCRIPTION OF PROPERTY

3.376 ACRE PARCEL (PARCEL I.D. NO. 88-20-001-476-063)

PARCEL OF LAND LOCATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN.

BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE N88°03'19"W 1307.38 FEET ALONG THE SOUTH LINE OF SAID SECTION 1 TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 1; THENCE NORTH 1605.53 FEET (RECORDED) N00°03'23"W 1605.55 FEET (MEASURED) TO THE POINT OF BEGINNING; THENCE EXTENDING NORTH 317.51 FEET (RECORDED) N00°04'40"W 315.91 FEET (MEASURED) ALONG THE WEST LINE OF "WARWICK WOODS SUB" AS RECORDED IN L. 223 ON PAGE 17-20, OAKLAND COUNTY RECORDS AND "ROYAL WOODS SUB" RECORDED IN LIBER 241 ON PAGE 19-21 OAKLAND COUNTY RECORDS; THENCE WEST 293.89 FEET (RECORDED) S88°49'02"W 293.90 FEET (MEASURED) ALONG THE SOUTH LINE OF "RANIERI SUB" AS RECORDED IN LIBER 142 ON PAGE 25&26, OAKLAND COUNTY RECORDS; THENCE SOUTH (RECORDED) S00°05'51"W (MEASURED) 146.22 FEET; THENCE WEST (RECORDED) S88°49'02"W (MEASURED) 329.99 FEET; THENCE SOUTH 164.37 FEET (RECORDED) S00°05'51"W 163.53 FEET (MEASURED) ALONG THE EASTERLY RIGHT OF WAY LINE OF "EVANSWOOD ROAD" (60 FEET WIDE); THENCE EAST 624.85 FEET (RECORDED) N89°23'03"E 624.75 FEET (MEASURED) TO THE POINT OF BEGINNING; CONTAINING 3.376 ACRES OF LAND

SUBJECT TO THE RIGHTS OF THE PUBLIC AND EVANSWOOD ROAD.

ALSO SUBJECT TO ANY EASEMENTS AND OR RIGHTS OF WAY RECORDED OR OTHERWISE.

DESCRIPTION OF 20' WIDE STORM SEWER EASEMENT:

PARCEL OF LAND LOCATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN.

BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE N88°03'19"W 1307.38 FEET ALONG THE SOUTH LINE OF SAID SECTION 1 TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 1; THENCE NORTH 1605.53 FEET (RECORDED) N00°03'23"W 1605.55 FEET (MEASURED); THENCE S89°23'03"W 604.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°23'03"W 20.00 FEET; THENCE N00°05'51"E 36.00 FEET; THENCE N88°23'03"E 20.00 FEET; THENCE S00°05'51"W 36.00 FEET TO THE POINT OF BEGINNING.

ALSO SUBJECT TO ANY EASEMENTS AND OR RIGHTS OF WAY RECORDED OR OTHERWISE.

CLIENT BROOK VIEW DEVELOPMENT, INC.	PROJECT NO. 13-021C	FIELD BOOK 000
SCALE NO SCALE	DATE 02-26-15	SHEET 2 OF 2
	DRAWN BY M.J.B.	CHECKED BY D.H.K.

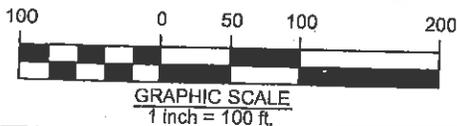
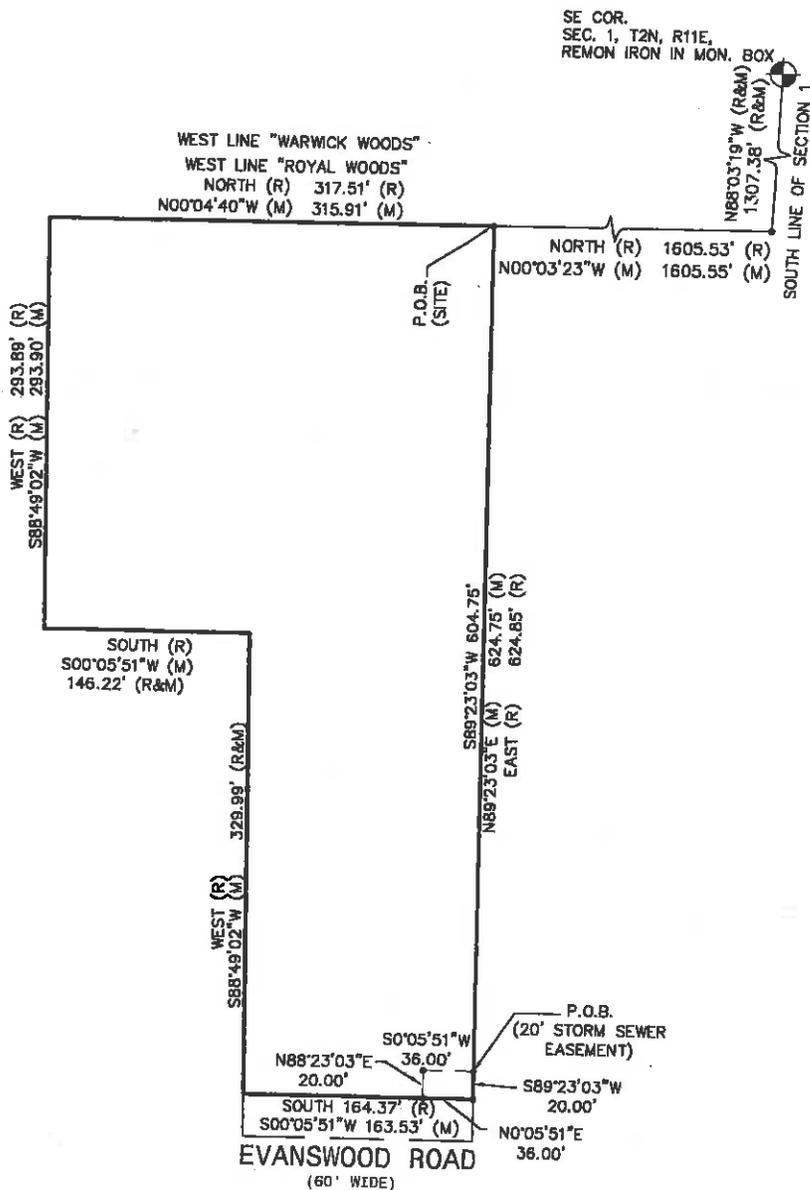


**FAZAL KHAN & ASSOCIATES, INC.**  
 CIVIL ENGINEERS & LAND SURVEYORS  
 43279 SCHOENHERR STERLING HEIGHTS, MI 48313  
 PHONE (586) 739-8007 FAX (586) 739-6994  
[WWW.FAZALKHAN.COM](http://WWW.FAZALKHAN.COM)

**EXHIBIT "A"**

**SKETCH OF 20' WIDE STORM SEWER EASEMENT**

WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWN 2 NORTH, RANGE 11 EAST,  
CITY OF TROY, OAKLAND COUNTY, MICHIGAN



CLIENT BROOK VIEW DEVELOPMENT, INC.	PROJECT NO. 13-021C	FIELD BOOK 000
SCALE 1" = 100'	DATE 02-26-15	SHEET 1 OF 2
	DRAWN BY M.J.B.	CHECKED BY D.H.K.



**FAZAL KHAN & ASSOCIATES, INC.**  
CIVIL ENGINEERS & LAND SURVEYORS  
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A meeting of the Employees' Retirement System Board of Trustees was held on **Wednesday November 12, 2014** at Troy City Hall, 500 W. Big Beaver Road, Troy, MI 48084.

The meeting was called to order at 2:26 p.m.

**Trustees Present:** Mark Calice  
Thomas Darling, CPA  
Steve Pallotta  
William R. Need (Ex-Officio)  
Dave Henderson  
Milton Stansbury  
Thomas J. Gordon, II

**Trustees Absent:** Brian Kischnick

**Also Present:** Jeanette Menig  
Brooke Insana  
Kathy Kostopoulos

### Minutes

---

#### **Resolution # ER – 2014-11-8**

Moved by Pallotta  
Seconded by Calice

RESOLVED, The Minutes of the August 13, 2014 meeting be approved.

Yeas: 6  
Absent: 1

### Investments – UBS Presentation

Rebecca Sorenson, Darin McBride and John Bush from UBS Financial Services reviewed the investment portfolio as of September 30, 2014. Total assets were \$44,322,016 down 1.47% compared to the policy index gain of 70% S&P 500, 30% Barclays and .87% for the quarter.

The Board discussed the current investments and shared concerns about Management Fees which were reviewed illustrated as the start of 5/1/2014.

It was requested by Chairman Calice and Ex-Officio Need that they continue to receive hard copies of UBS presentation materials and that they be mailed directly to them prior to the meeting.

**OTHER BUSINESS – 2015 MEETING DATES**

---

**Resolution # ER – 2014-11-09**

Moved by Pallotta

Seconded by Stansbury

RESOLVED, The Board directs the System Administrator to publish the 2015 Retiree Healthcare Benefits Plan and Trust Board Quarterly meetings, to be held at 1:30pm at Troy City Hall, Council Board Room on the following Wednesday's:

- February 11, 2015
- May 13, 2015
- August 12, 2015
- November 11, 2015

Yeas: 6

Absent: 1

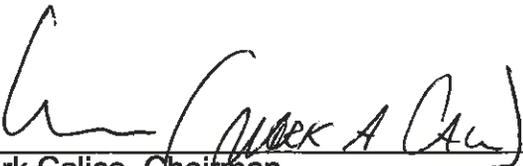
**Public Comment**

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None

The next meeting is Wednesday February 11, 2015 at 1:30 p.m. at Troy City Hall, Council Board Conference Room, 500 W. Big Beaver Road, Troy, MI 48084.

The meeting adjourned at 2:41 p.m.

  
\_\_\_\_\_  
Mark Calice, Chairman

  
\_\_\_\_\_  
Thomas Darling, System Administrator

A Meeting of the Civil Service Commission (Act 78) was held Monday, January 5, 2015 at Troy City Hall, 500 W. Big Beaver Road in the Lower Level Conference Room. Chairman/President McGinnis called the meeting to order at 7:32 AM.

**A. ROLL CALL:**

**PRESENT:** Chairman/President Donald E. McGinnis, Jr.  
Commissioner David Cannon  
Commissioner John Steele

**ALSO PRESENT:** Lori Grigg Bluhm, City Attorney  
Aileen Bittner, City Clerk  
Gary Mayer, Police Chief  
Jeanette Menig, Human Resources Director  
Lynne Lambert, Human Resources Coordinator  
Tom Gordon, Police Lieutenant  
Keith Frye, Police Captain  
Kristine Shuler, Police Officer  
Timothy Daniels, Police Officer

**B. APPROVAL OF MINUTES:**

**1. Approval of Minutes of Thursday, September 11, 2014**

Resolution #CSC-2015-01-001  
Moved by Cannon  
Seconded by Steele

† RESOLVED, That the Troy Civil Service Commission (Act 78) hereby **APPROVES** the Minutes  
RESOLVED, That the Troy Civil Service Commission (Act 78) hereby **APPROVES** the Minutes of  
the Thursday, September 11, 2014, meeting as presented.

Yes: Cannon, McGinnis, Steele  
No: None

**MOTION CARRIED**

**C. PETITIONS AND COMMUNICATIONS: None**

**D. REPORTS: None**

**E. OLD BUSINESS: None**

**F. NEW BUSINESS:**

**1. Approval of Eligible List for Police Sergeant**

Suggested Resolution

Resolution #CSC-2015-01-002  
Moved by Cannon  
Seconded by Steele

RESOLVED, That the Civil Service Commission (Act 78) hereby **APPROVES** the eligible list for Police Sergeant as **PRESENTED**.

Yes: Cannon, McGinnis, Steele  
No: None

**MOTION CARRIED**

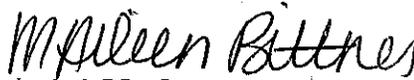
**PUBLIC COMMENT:** None

**G. ADJOURNMENT:**

The Civil Service Commission (Act 78) meeting **ADJOURNED** at 7:34 AM.



Donald E. McGinnis, Jr., Chairman



M. Aileen Bittner, City Clerk

Chair Edmunds called the Regular meeting of the Troy City Planning Commission to order at 7:00 p.m. on February 10, 2015 in the Council Chamber of the Troy City Hall.

1. ROLL CALL

Present:

Ollie Apahidean  
Karen Crusse  
Donald Edmunds  
Michael W. Hutson  
Tom Krent  
Padma Kuppa  
Thomas Strat

Absent:

Philip Sanzica  
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

Chair Edmunds welcomed Ms. Kuppa and Mr. Apahidean to the Planning Commission.

2. APPROVAL OF AGENDA

**Resolution # PC-2015-02-006**

Moved by: Hutson  
Seconded by: Strat

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

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

**MOTION CARRIED**

3. APPROVAL OF MINUTES

**Resolution # PC-2015-02-007**

Moved by: Krent  
Seconded by: Crusse

**RESOLVED**, To approve the minutes of the January 27, 2015 Regular meeting as published.

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

**MOTION CARRIED**

4. PUBLIC COMMENTS – Items not on the Agenda

There was no one present who wished to speak.

**PRELIMINARY SITE PLAN REVIEW**

5. PRELIMINARY SITE PLAN REVIEW (File Number SP 1002) – Proposed The Mark of Troy, Southeast corner of Maple and Axtell (2785 W Maple), Section 32, Currently Zoned IB (Integrated Industrial and Business) District

Mr. Carlisle reported on the Preliminary Site Plan application since last reviewed by the Board at their January 27, 2015 meeting. He addressed significant changes that the revised Site Plan reflect, as follows:

- Shift in Axtell to line up at Maple.
- Shift in buildings that front Maple to comply with required setbacks.
- Parking deviation request from 496 required parking spaces to 494 parking spaces.
- Internal traffic circle; if granted preliminary approval, traffic circle will be reviewed as part of Final Site Plan approval.
- Elimination of entrance gates along Axtell; if proposed in future, entrance gates will be reviewed by Engineering, Police and Fire departments.

Mr. Carlisle recommended the Planning Commission grant Preliminary Site Plan approval with the parking deviation.

The applicant, Steve Schafer, was present. Mr. Schafer addressed:

- Axtell road alignment on Maple.
- Future traffic signal at intersection.
- Building elevations; relief in design, balconies, windows, storage.
- Proposed traffic circle; good transition, traffic calming measure, element of interest.
- Neighboring restaurant access.
- Landscaping along Axtell.
- Elimination of entrance gates.

**Resolution # PC-2015-02-008**

Moved by: Hutson

Seconded by: Strat

**RESOLVED**, The Planning Commission hereby approves a reduction in the total number of required parking spaces for the proposed The Mark of Troy apartment complex to 494 when a total of 496 spaces are required on the site based on the off-street parking space requirements for multiple-family developments. This 2-space reduction is minimal and will still allow the development to meet parking demands, as per similar projects developed by the applicant. This reduction meets the standards of Section 13.06; and,

**BE IT FINALLY RESOLVED**, That Preliminary Site Plan Approval, pursuant to Article 8 of the Zoning Ordinance, as requested for the proposed The Mark of Troy, located on the southeast corner of Maple and Axtell (2785 W. Maple), Section 32, within the IB (Integrated Industrial and Business) District, be granted, subject to the following:

1. Provide planting details for the Landscape Plan, including bioswales, prior to Final Site Plan Approval.
2. Design of internal traffic circle to be approved by the Engineering Department prior to Final Site Plan Approval.

Yes: All (7)  
 Absent: Sanzica, Tagle

**MOTION CARRIED**

**OTHER BUSINESS**

6. PUBLIC COMMENT – Items on Current Agenda

There was no one present who wished to speak.

7. PLANNING COMMISSION COMMENT

The new members were welcomed by all. Ms. Kuppa and Mr. Apahidean gave a brief introduction of themselves.

Discussion followed on:

- Proposed Zoning Ordinance Text Amendment relating to Oil and Gas Extraction.
- Recent applications received for proposed Site Condominium developments.
- Planners Gathering, March 6, 2015; conversion of vacant store in Pontiac to mixed residential/commercial use.
- 15forFifteen presentation.
- Resumes of Board members.
- Meeting room venue(s).

The Regular meeting of the Planning Commission adjourned at 7:31 p.m.

Respectfully submitted,

---

Donald Edmunds, Chair

---

Kathy L. Czarnecki, Recording Secretary



## COUNCIL REPORT

February 24, 2015

TO: Honorable Mayor and City Council

FROM: Brian Kischnick, City Manager  
Mark Miller, Director of Economic and Community Development  
Tim Richnak, Public Works Director  
Steven J. Vandette, City Engineer/Project Manager

SUBJECT: Evergreen Farmington Sewage Disposal System – Contracts for Improvements to Meet the Goals of the Long Term Corrective Action Plan (LTCAP)

There will be several construction agreements with the Oakland County Water Resources Commissioner (WRC) coming to City Council sometime in April. These agreements will allow for the construction of various improvements within the Evergreen Farmington Sewage District that are designed to eliminate sanitary sewer overflows to the Rouge River during a 10-year storm event, as required by the Michigan Department of Environmental Quality (MDEQ).

These overflows are well documented and over the years have been the focus of numerous studies, plans and projects, which were carried out under the City's and WRC's Short Term Corrective Action Plans (STCAP). While the City's local improvement projects, including several grant assisted manhole and sewer rehabilitation programs, were proven effective at reducing peak sewer flows, thereby reducing the frequency of overflows, they alone were not sufficient. Various studies under the WRC's LTCAP have identified several intrinsic abnormalities with the North Evergreen Interceptor itself that can only be corrected by major reconstruction and strategic improvements designed to reduce peak flows and improve the hydraulic characteristics of the sewer.

### **Definition of Problem**

High wet weather flows in the Evergreen/Farmington interceptor pipe in Troy necessitates relief pumping from the interceptor to the Rouge River by Troy DPW. This pumping is classified as a sanitary sewer overflow (SSO). The City performs this work in order to protect adjacent properties from basement flooding. Since 2005 there have been 11 rain events during which the City has implemented relief pumping. The City is bound by its LTCAP with the MDEQ to eliminate this pumping (SSO) by the end of 2017.

### **Project Descriptions & Locations**

There are three projects included within the scope of the agreement, two of which Troy will share in the cost.

Sixteen (16) select manholes, downstream and outside of Troy, will receive interior modifications to improve hydraulic efficiency (see attachment). These manholes are among a total of 51 whose shape are irregular; they're square instead of round and lack a good channeling device (bench) in the bottom of the manhole. Studies have determined that these unusual manhole features cause a hydraulic abnormality, which restricts flow and causes backups, also known as surcharging. The problem increases where there is a significant change in horizontal flow direction at the manhole, such as around corners.

In general, the rehabilitation will involve installing additional concrete in the bottom of the manhole, adjacent to the sewer flow channel, such that sewer flow will continue through the manhole and remain smoothly channelized up to the top of the pipe. The WRC previously performed this work in six manholes. Testing showed it effectively reduced hydraulic inefficiencies at these manholes.

Also included with the manhole rehabilitation is a segment of the Evergreen/Farmington interceptor sewer along Old Woodward between Vinewood and Harmon. It has two severe bends, essentially a zig-zag, which results in significant hydraulic inefficiencies, especially since it also includes two (2) square manholes. This 216 foot segment of 24-inch sewer will be reconstructed to reduce the horizontal flow angles at the manholes to approximately 45 degrees. Also include are two (2) new round manholes (see attachment).

The second project will eliminate a hydraulic restriction at an existing sewer crossing under Woodward Avenue. Improvements at this location include a new junction chamber, relining of the sewer and interior manhole modifications (see attachment).

The final project included in the agreement is the only project in Troy and consists of a 60-inch diameter sewer pipe. A total of approximately 3,500 feet of 60-inch pipe will provide temporary storage during the design storm event. This linear storage is provided along Wattles Road east and west of Adams Road and along Chestnut Hill Court south of Big Beaver (see attachment). Due to utility conflicts along Adams Road, the storage is required to be divided into two sections. The section east of Adams Road in Troy consists of approximately 1,900 feet of 60-inch pipe (see attachment). The section west of Adams in Bloomfield Township consists of approximately 1,600 feet of 60-inch pipe. Both sections will provide a combined total of approximately 500,000 gallons of temporary storage before discharging the sewage into the existing interceptor sewer after the storm event.

### **Project Costs and Allocation**

The cost of the projects were allocated by the WRC to each community based on their flow contributions. Troy's share of the Wattles Road sewer is 78.2%. Troy's share of the manhole improvements, Woodward Ave. sewer crossing relining and elimination of the "zig-zag" hydraulic restriction is 71.4%. Bloomfield Township is responsible for the rest of the cost (see attachment). Troy's share of project costs is approximately \$5 million.

These projects have been a long time in coming. As far back as 2003 Troy has identified in the Sewer Capital Budget a \$9 million dollar "project" to address sewer overflow problems in the Evergreen Farmington Sewerage District. The project's scope of work had yet to be determined, but over the years potential projects were identified. They evolved as system improvements and studies were done under the City's and WRC's Short Term Corrective Action Plans, and ultimately they resulted in the Long Term Corrective Action projects being proposed today. These projects were submitted by the WRC to the MDEQ and are approved for construction.

The proposed 2015-16 Sewer Capital Budget will include sufficient funding to pay Troy's share of the projects, as recommended by Tom Darling, Director of Financial Services and supported by city management.

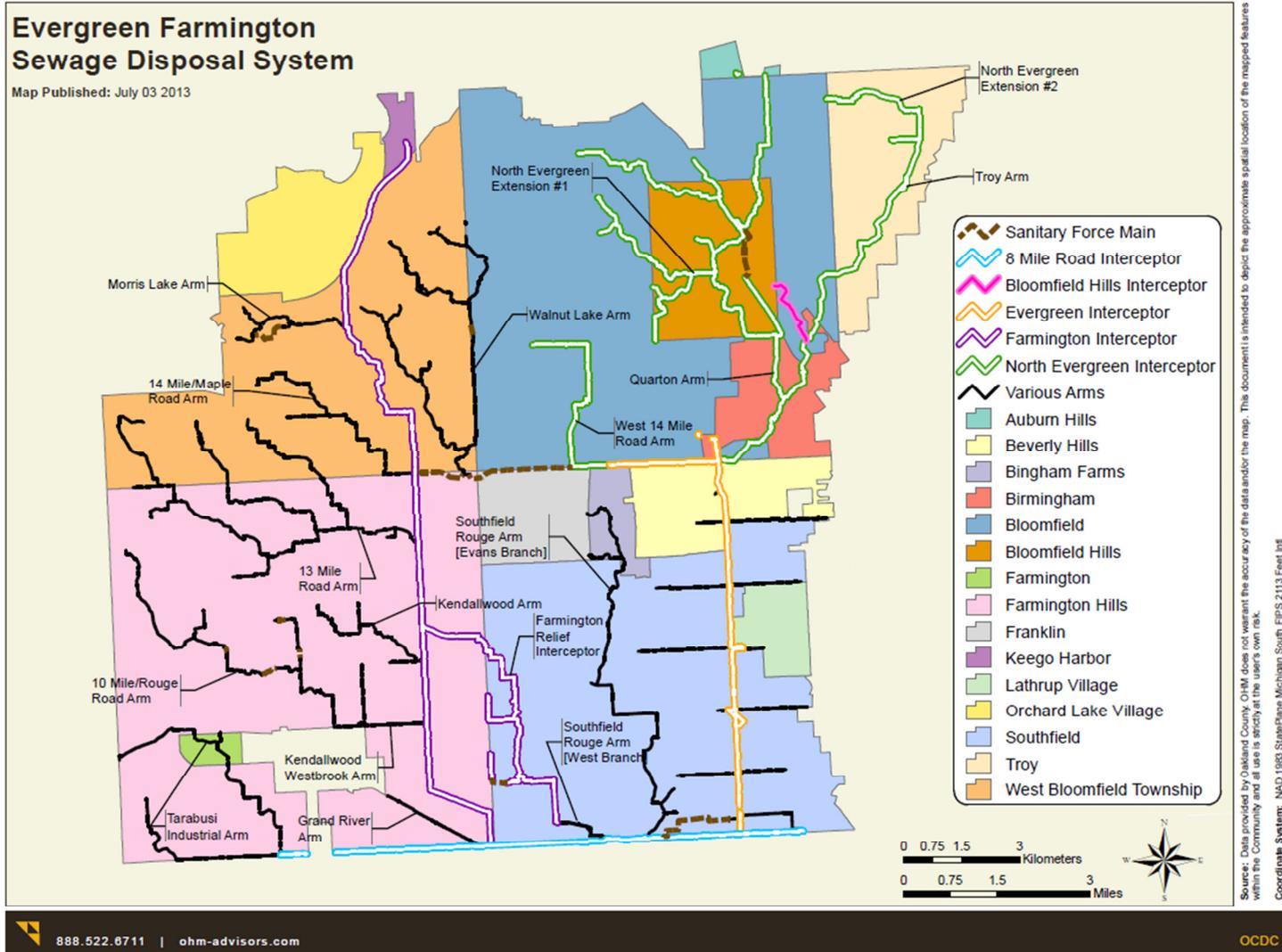
### **Construction Schedule**

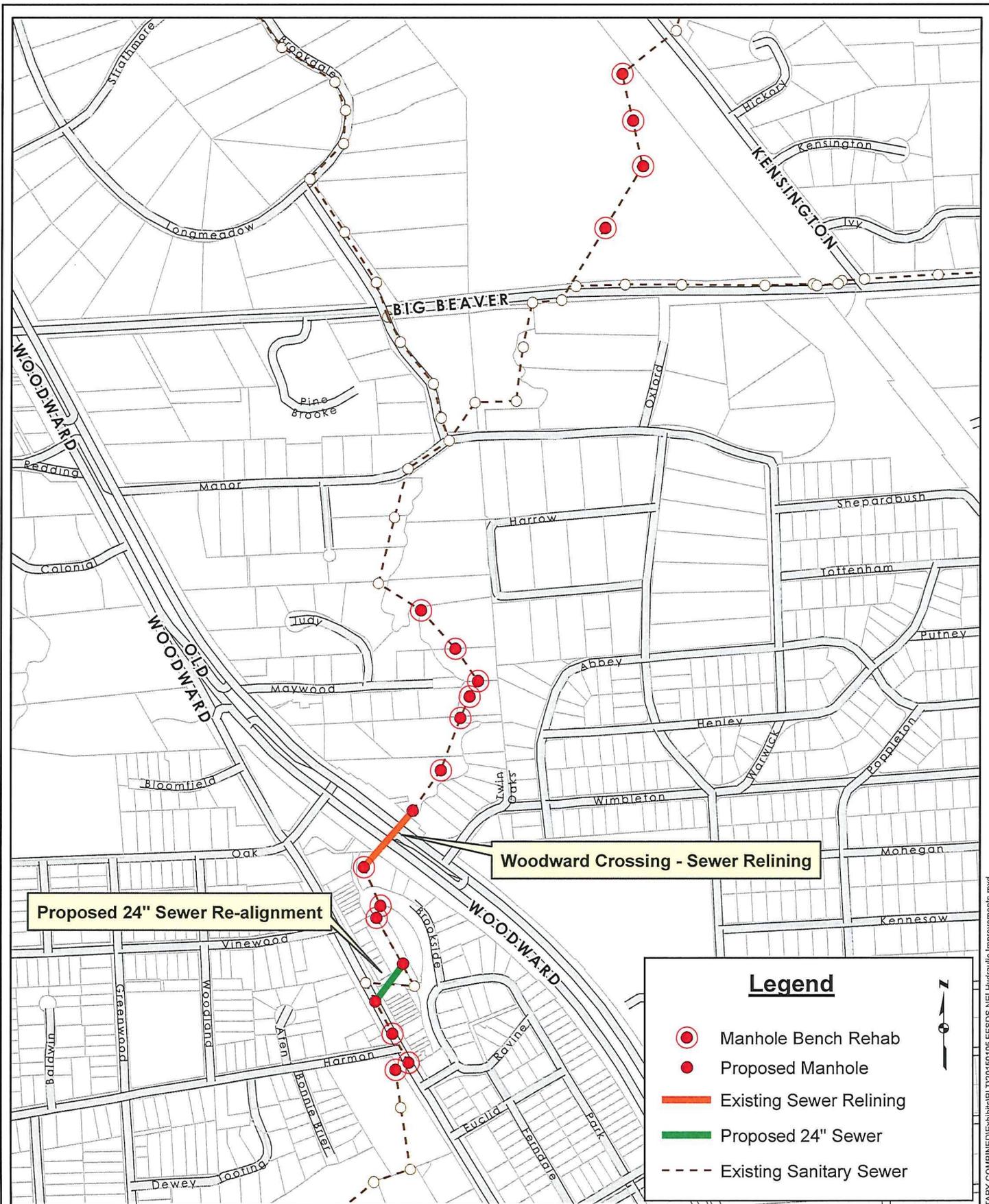
The WRC expects to open bids in July, 2015. Construction of the 60-inch sewer on Wattles is expected to start in the winter of 2015-16 and be complete in the spring of 2016.

### **Oakland County WRC Contract**

The proposed contract with the Oakland County WRC will authorize them to construct the above mentioned improvements to the Evergreen/Farmington Sewage Disposal System. The WRC will own and maintain the improvements as part of the County System.

**Figure B-1: The Evergreen-Farmington Sanitary Sewage Disposal System (EFSDS)**





**Legend**

- Manhole Bench Rehab
- Proposed Manhole
- Existing Sewer Relining
- Proposed 24" Sewer
- Existing Sanitary Sewer



Evergreen Farmington Sewage Disposal System  
 North Evergreen Interceptor  
 NEI Hydraulic Improvements (B4)

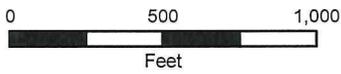
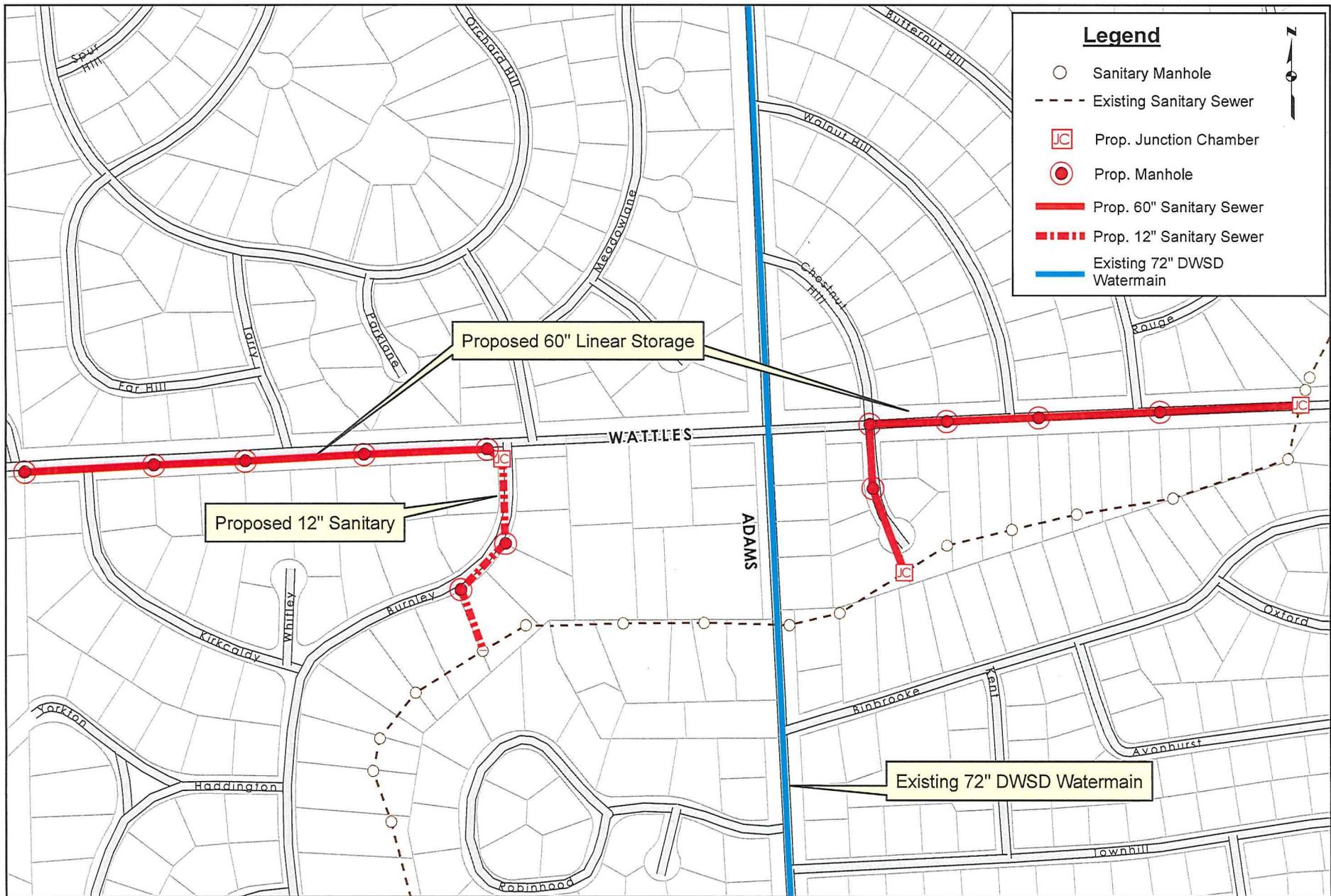


Figure No. 1

DISCLAIMER:  
 The information displayed on this map is compiled from recorded deeds, plats, tax maps, surveys and other public records. Although this information is intended to be accurate, neither the WRC nor the City of Evergreen warrants or represents that the information is correct, complete or that it is the most current information available. The user assumes all responsibility for the use of this information. The user shall release and hold the WRC and the City of Evergreen harmless from and against all claims, damages, losses and expenses, including reasonable attorneys' fees, arising from the use of this information.

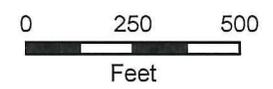
Last Revision: 01/12/2015  
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**DISCLAIMER**  
The information depicted on this map is compiled from recorded data, plans, surveys, reports and other public records. Although the information is provided to accurately reflect public information, it is not intended to constitute a warranty or representation of the accuracy of the information. Users should consult appropriate information sources for any questions.

Evergreen Farmington Sewage Disposal System  
North Evergreen Interceptor  
Wattles Road Linear Storage (B3)

Figure No. 1



Last Revision: 01/09/2015  
J:\Drain\Mapping\Units\SANITARY-COMBINED\Exhibits\Troy20150108 Wattles Road Linear Storage.mxd

### Summary of the NEI Projects Cost Allocation Calculation

Project No.	Peak Inflow into Project by Community (cfs)															Total		
	AHC	BFV	BHC	BHV	BIC	BLT	FAC	FHC	FRV	KHC	LVC	OLC	SOC	TRC	WBT			
B3	-	-	-	-	-	3.43	-	-	-	-	-	-	-	-	-	12.27	-	15.69
B4	-	-	0.40	-	0.00	3.39	-	-	-	-	-	-	-	-	-	9.47	-	13.26
C2	-	-	0.57	-	-	7.75	-	-	-	-	-	-	-	-	-	-	-	8.32
C4*	2.31	-	5.00	-	0.04	17.02	-	-	-	-	-	-	-	-	-	-	0.02	24.40

Project No.	Percent of Cost Allocated to Community															Total		
	AHC	BFV	BHC	BHV	BIC	BLT	FAC	FHC	FRV	KHC	LVC	OLC	SOC	TRC	WBT			
B3	-	-	-	-	-	21.8%	-	-	-	-	-	-	-	-	-	78.2%	-	100.0%
B4	-	-	3.1%	-	-	25.5%	-	-	-	-	-	-	-	-	-	71.4%	-	100.0%
C2	-	-	6.9%	-	-	93.1%	-	-	-	-	-	-	-	-	-	-	-	100.0%
C4*	9.4%	-	20.5%	-	0.2%	69.8%	-	-	-	-	-	-	-	-	-	-	0.1%	100.0%

\*C4 Allocation will change based on possible EFSDS diversion to Pontiac.



## CITY COUNCIL AGENDA ITEM

---

Date: March 3, 2015

To: Brian Kischnick, City Manager

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

Subject: Building Department Activity Report – February, 2015

---

The following attachment contains a summary of permit activity and project valuation for the Building Inspection Department comparing February 2014 to February 2015.

We have issued 932 building, plumbing, electrical and mechanical related permits for the year so far compared to 1143 in February of 2014. Just about at the levels from last year.

Year to date project valuations thru February 2015 are at \$19,061,266. Compared to February 2014 building related permits had a valuation of \$26,158,989. A small decrease in valuation for this time of the year, due to extreme cold weather.

Our inspectors performed 2352 trade inspections for the month of February 2015 compared to 1114 for the month of February, 2014.

Attachments:

1. Building Department Activity Report

Preparer of memo\File name\File location

## BUILDING PERMITS ISSUED

	BUILDING PERMITS 2014	PERMIT VALUATION 2014	BUILDING PERMIT REVENUE 2014	BUILDING PERMITS 2015	PERMIT VALUATION 2015	BUILDING PERMIT REVENUE 2015
JANUARY	85	\$ 13,726,432.00	\$ 215,511.91	172	\$ 13,789,620.00	\$ 352,653.99
FEBRUARY	99	\$ 12,432,557.00	\$ 253,007.65	86	\$ 5,271,646.00	\$ 155,426.00
MARCH	109	\$ 9,404,255.00	\$ 181,670.90	0	-	-
APRIL	180	\$ 9,270,743.00	\$ 236,353.06	0	-	-
MAY	239	\$ 18,313,926.00	\$ 355,839.39	0	-	-
JUNE	239	\$ 18,102,797.00	\$ 365,425.18	0	-	-
JULY	247	\$ 11,935,427.00	\$ 299,613.83	0	-	-
AUGUST	234	\$ 31,534,428.00	\$ 471,547.41	0	-	-
SEPTEMBER	224	\$ 15,976,077.00	\$ 255,081.96	0	-	-
OCTOBER	242	\$ 14,947,478.00	\$ 340,307.04	0	-	-
NOVEMBER	173	\$ 32,648,265.00	\$ 450,235.69	0	-	-
DECEMBER	155	\$ 6,816,141.00	\$ 206,579.46	0	-	-
<b>TOTAL</b>	<b>2226</b>	<b>\$195,108,526.00</b>	<b>\$3,631,173.48</b>	<b>258</b>	<b>\$19,061,266.00</b>	<b>\$508,079.99</b>



## CITY COUNCIL AGENDA ITEM

---

Date: March 5, 2015

To: Brian Kischnick, City Manager

From: Mark Miller, Director of Economic & Community Development  
Cindy Stewart, Community Affairs Director

Subject: Report on the new City Logo Process

---

City staff has been working with Media Genesis, a Troy-based company, to design a new logo for the City. In today's environment as cities compete for attention from residents and businesses alike, a clear identity is important. The principles for branding the City of Troy are, as follows:

- To have a clearly defined objective and plan
- Brand objectives are grounded in reality and are credible, relevant, and motivating
- An integration of grassroots, social media, and word-of-mouth will help build awareness
- Supporting visuals of the new logo supplement the meaning and evoke emotionality, transcending language barriers
- An acknowledgement that branding is a long term undertaking and results take time, patience, and commitment. Setting realistic criteria for success can take years to see its economic benefits

Our goals for the branding project have been to achieve the following:

- A common vision for the future of the City
- To enhance its local and regional awareness
- To shift undesirable perceptions and attitudes
- To stimulate investment to reinforce and fulfill the City's vision

City Staff and Media Genesis completed a demographic study, studied the current logos from local Michigan communities, regional cities, as well as all of the other cities named Troy throughout the country. We also sought input from various stakeholders including City staff, local businesses, residents and teens.

Media Genesis presented a number of logo concepts and on December 15, 2014 the top four were presented to City Council at a Study Session. City Council expressed their opinions on the four logo concepts and City staff took their input and tweaked two of the original four concepts which are attached.



## CITY COUNCIL AGENDA ITEM

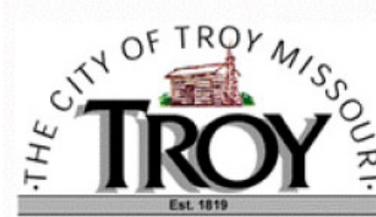
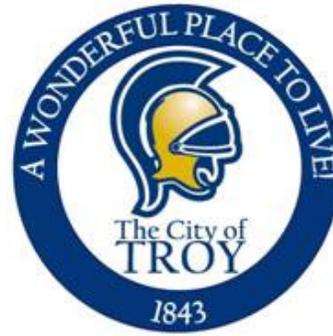
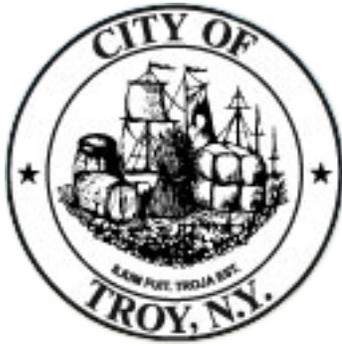
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Staff is considering potential next steps in the new logo process.

1. We can have the designers from Media Genesis or other local companies come up with more logo options for City Council to consider.
2. City Council can decide to choose a new logo from the four presented at the December 15, 2014 Study Session, or
3. We can abandon the project.

# Other "Troy's"

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# Cities in Michigan

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# Regional Cities

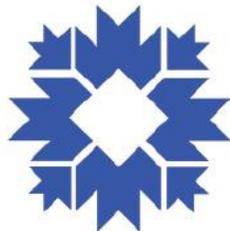
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**Indianapolis**  
Gregory A. Ballard, Mayor



THE CITY OF  
**COLUMBUS**  
MICHAEL B. COLEMAN, MAYOR



CITY OF BLOOMINGTON

KANSAS CITY  
MISSOURI

The logo for the City of Champaign features a white graphic of a classical building facade on a blue background. To the right, the text "City of CHAMPAIGN" is written in white.

The logo for the City of Parma features a colorful illustration of a town with houses and trees on a hill. Below the illustration is a blue banner with the text "PROGRESS THROUGH PARTNERSHIPS" and "est. 1816" below that.

The logo for the City of Duluth, Minnesota, features a stylized city skyline in black and green. Below the skyline is a blue banner with the text "THE CITY OF DULUTH MINNESOTA".

**SIOUX CITY**

The logo for the City of Lawrence is a stylized blue graphic of a flame or torch.

City of Lawrence

The logo for the City of Racine, Wisconsin, features a blue graphic of a classical building with a flag on top. Below the graphic is a blue banner with the text "RACINE ON THE LAKE" and "City of Racine, Wisconsin" below that.



**TROY**  
MICHIGAN



**TROY**  
RECREATION



**TROY**  
PUBLIC WORKS



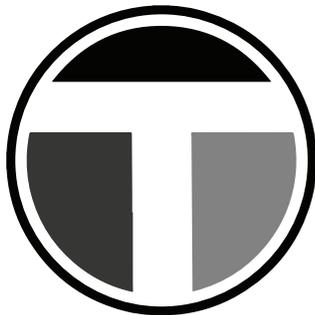
**TROY**  
MICHIGAN



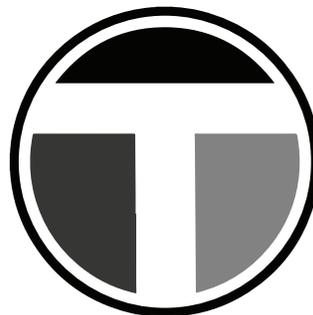
**TROY**  
RECREATION



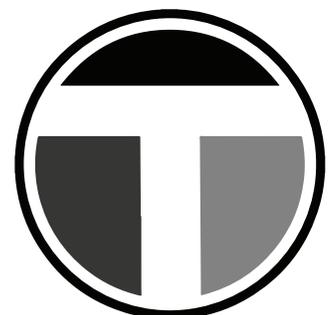
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PUBLIC WORKS



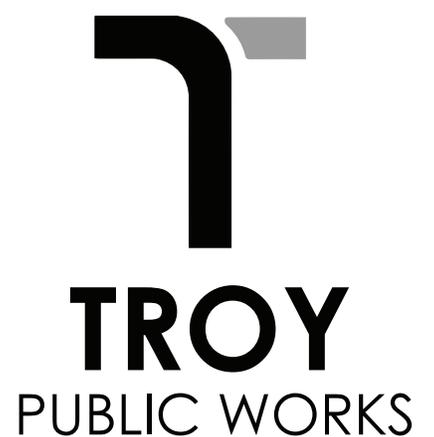
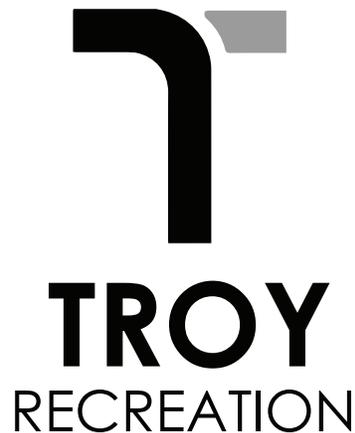
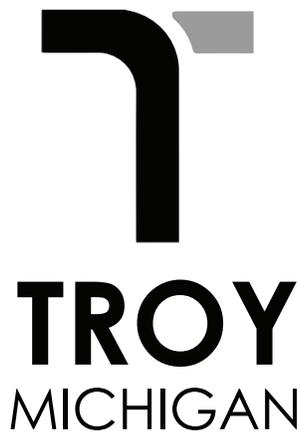
**TROY**  
MICHIGAN



**TROY**  
RECREATION



**TROY**  
PUBLIC WORKS





## CITY COUNCIL AGENDA ITEM

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Date: March 5, 2015

To: Brian Kischnick, City Manager

From: Mark Miller, Director of Economic and Community Development  
Cindy Stewart, Community Affairs Director 

Subject: Unsolicited Newspaper Delivery

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Over the course of the past 10 years, Troy residents have called the City of Troy to express their concern regarding the delivery of unsolicited and unwanted newspapers on their driveways. I have personally called the Oakland Press and Daily Tribune a number of times over the past 10 years on behalf of our residents. The situation would stop for a while and then start up all over again to the dismay of our residents.

At the February 23, 2015 City Council meeting a resident addressed City Council regarding this same issue. City Attorney Lori Bluhm sent a letter to the Oakland Press, Detroit News and the Detroit Free Press. The only response came from Angela Cremeans, Alternate Delivery Manager at the Oakland Press. She explained that they do have policies and procedures in place for any resident to opt-out of receiving delivery of the Oakland Press and Daily Tribune. All requests to opt-out of delivery are honored if the person calls, emails or sends correspondence to the newspaper, as long as they give a specific address. There is a phone number right on the front of their Oakland Plus product and the Daily Tribune has the phone number printed inside the paper. They cannot address the deliveries that come from the other companies.

The City will promote this information in our quarterly newsletter, *Troy Today*, as well as on the City's website and on our social media outlets. We can also send it out to our Homeowner Association Presidents to disseminate to their homeowners.

City of Troy  
500 W. Big Beaver  
Troy, MI 48084

The Oakland Press  
PO Box 436009  
Pontiac, MI 48343

February 26, 2015

Dear Ms. Senna Cox,

I am responding to the letter that was sent to Dwight Major, Home Delivery Manager at the Oakland Press regarding the delivery of our newspaper products in the City of Troy.

The Oakland Press and Daily Tribune do deliver our products in the City of Troy, this delivery is meant to be a value added resource for both the residents as well as our advertisers; it is not our intention to deliver any product to residents that are not interested in receiving them. We do have policies and procedures in place for any resident to opt-out of receiving delivery. Our contractors are instructed not to make deliveries to any home that has a sign indicating a home is for sale and potentially empty and they are also instructed to cease delivery to a residence that did not retrieve the delivery from the week before. We have verifiers that sweep the community after delivery and report back issues that they see so that management can effectively take action.

We have always honored anyone's request by phone, email, or by mail to have delivery stopped with the condition that an address is given. Many times requests are left on voicemails without address or telephone information and we are unable to process a stop. We do publish our phone number on the front of our Oakland Plus product at the very right top of our masthead, the Daily Tribune has the phone number published in our rate box inside the newspaper.

There are other publications that are distributed within the community; residents often contact the Oakland Press to have our product stopped when it is not our product that they continue to receive. The resident therefore becomes frustrated when they feel their requests are not being acknowledged and take further action by contacting the city.

We want to take every measure to ensure a positive experience with the Oakland Press and Daily Tribune and work hard to respond to resident requests. Please feel free to communicate the following contact information to the residents of Troy. I am the point person for our non-subscriber products so if you wish to simplify the process, my information would suffice.

Customer Service: 888-977-3677

Angela Cremeans, Alternate Delivery Manager: 248-284-1428, [acremeans@21st-centurymedia.com](mailto:acremeans@21st-centurymedia.com)

Dwight Major, Oakland Press Home Delivery: 248-745-4536, [dmajor@21st-centurymedia.com](mailto:dmajor@21st-centurymedia.com)

Mark Warren, Circulation Director- Michigan: 248-284-1408, [mwarren@21st-centurymedia.com](mailto:mwarren@21st-centurymedia.com)

We hope that going forward we can continue to have a good relationship with the City of Troy and it's residents. If you currently have specific addresses that need to be addressed before this weekend, could you please forward them to me as soon as possible so we can avoid any further problems.

Sincerely,

Angela Cremeans  
Alternate Delivery Manager  
248-284-1428  
acremeans@21st-centurymedia.com



500 W. Big Beaver  
Troy, MI 48084  
248.524.3300  
troymi.gov

February 24, 2015

Sent 1<sup>st</sup> Class Mail and via facsimile to: [Dwight.major@oakpress.com](mailto:Dwight.major@oakpress.com)

The Oakland Press  
Dwight Major, Delivery Manager  
48 West Huron  
Pontiac, MI 48342

Re: Unsolicited Newspaper Delivery

Dear Mr. Major,

This letter is being sent to you at the request of the Troy City Council, on behalf of Troy constituents who have been repeatedly subjected to the deposit of unsolicited and unwanted newspapers on their driveways. These constituents have been unsuccessful so far in their efforts to get the delivery stopped.

Although it is anticipated that this practice of leaving newspapers at homes of non-subscribers is designed to elicit customers, this practice presents a public safety risk to our residents. During the winter months, our residents have damaged snow blowers when encountering unsuspected newspapers buried under the snow. Second, a visible accumulation of unexpected newspapers readily identifies residents that are out of town, subjecting their homes to possible theft or break-ins. Third, if a newspaper is not retrieved immediately and is subjected to moisture, it is difficult to remove, and creates more work for disposal by our residents. This practice of delivering these unwanted newspapers, especially when there have been repeated requests to stop the delivery, could be considered littering, which is a criminal misdemeanor.

If you would like to provide us with the proper and effective procedure, the City of Troy is happy to communicate this information to our residents, letting them know how they can successfully opt out of the delivery of these unwanted newspapers being deposited by your delivery personnel. If you prefer to communicate this information yourself, I invite you to come to the next scheduled Troy City Council meeting on March 9, 2015, starting at 7:30 pm.

Thank you for your immediate attention to this matter.

Sincerely,

Lori Grigg Bluhm  
City Attorney

cc: Dane Slater; Jim Campbell; Dave Henderson; Ellen C. Hodorek; Ed Pennington; Doug Tietz;  
Brian Kischrick



500 W. Big Beaver  
Troy, MI 48084  
248.524.3300  
troymi.gov

February 24, 2015

*Sent 1<sup>st</sup> Class Mail and via facsimile to: [cserv@dnps.com](mailto:cserv@dnps.com)*

The Detroit News  
160 W. Fort Street  
Detroit, MI 48226

**Attn: Subscriber Services**

**Re: Unsolicited Newspaper Delivery**

Dear Delivery Manager,

This letter is being sent to you at the request of the Troy City Council, on behalf of Troy constituents who have been repeatedly subjected to the deposit of unsolicited and unwanted newspapers on their driveways. These constituents have been unsuccessful so far in their efforts to get the delivery stopped.

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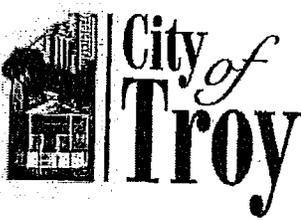
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Sincerely,

  
Lori Grigg Bluhm  
City Attorney

cc: Dane Slater; Jim Campbell; Dave Henderson; Ellen C. Hodorek; Ed Pennington; Doug Tietz;  
Brian Kischnick



500 W. Big Beaver  
Troy, MI 48084  
248.524.3300  
troymi.gov

February 24, 2015

Sent 1<sup>st</sup> Class Mail and via facsimile to: [cserv@michigan.com](mailto:cserv@michigan.com)

Detroit Free Press  
160 W. Fort Street  
Detroit, MI 48226

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Thank you for your immediate attention to this matter.

Sincerely,

Lori Grigg Bluhm  
City Attorney

cc: Dane Slater; Jim Campbell; Dave Henderson; Ellen C. Hodorek; Ed Pennington; Doug Tietz;  
Brian Kischnick

**From:** . . <@gmail.com>  
**Sent:** Monday, February 16, 2015 4:41 PM  
**To:** Gary G Mayer  
**Subject:** Thank you and your department for enforcing the "No Knock" ordinance

Hi

Thank you and your department for enforcing the No Knock ordinance. I phoned your non-emergency number today and reported the peddler that rang my doorbell.

He told me he had a permit but never received the list of no Knock addresses. He seemed a bit upset about my challenging him.

I phoned Sue Reisterer, and she said the company had not applied for a permit. I called the TPD, and a car was sent out.

I understand that ordinance enforcement should not be at the very top of your response list. Long time ago, 35 years or so, a policeman spoke to our subdivision association. He said never be afraid or reluctant to call. The police have to be somewhere, and will respond, unless they are responding to an emergency or a crime.

Again, Thank You

Anonymous caller from Leafgreen Street  
Report 15- 5234  
Copy to Clerk Aileen Dickson



PSA Tracy Hess-Lane  
Police Officer Pete Minton  
Thank you for handling this.  
Gary

Dear firemen, O-03b

Thank you for keeping my town safe. I appreciate it a lot. Maybe I will come see the fire station some day.

Danny

**RECEIVED**

**MAR 02 2015**

**CITY OF TROY  
FIRE DEPARTMENT**