



# TROY CITY COUNCIL

## REGULAR MEETING

### AGENDA

**APRIL 20, 2015**  
CONVENING AT 7:30 P.M.

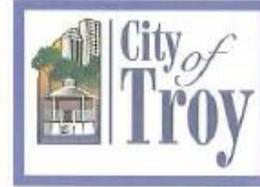
**Submitted By**  
**The City Manager**

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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@troymt.gov](mailto:clerk@troymt.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

2015/2016

# TOP 10 STRATEGIES

*Adopted by City Council 3/9/2015*

**'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

Improve interaction online and in-person

8

9

Modernize wayfinding opportunities

Celebrate diversity

10



**CITY COUNCIL  
AGENDA**  
April 20, 2015 – 7:30 PM  
Council Chambers  
City Hall - 500 West Big Beaver  
Troy, Michigan 48084  
(248) 524-3317

**INVOCATION: Pastor Jon Enright from Troy Christian Chapel** **1**

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

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

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

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

C-1 Proclamation to Commemorate the 100<sup>th</sup> Anniversary of the Armenian Genocide  
Presented to Troy Chamber Executive Director Ara Topouzian and Troy Resident  
Nancy Negohosian (Presented by: Mayor Dane Slater) **1**

**D. CARRYOVER ITEMS:** **1**

D-1 No Carryover Items **1**

**E. PUBLIC HEARINGS:** **1**

E-1 No Public Hearings **1**

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**INVOCATION: Pastor Jon Enright from Troy Christian Chapel**

**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 #2015-04-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of \_\_\_\_\_ at the Regular City Council Meeting of April 20, 2015, due to \_\_\_\_\_.

Yes:

No:

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

- C-1** Proclamation to Commemorate the 100<sup>th</sup> Anniversary of the Armenian Genocide Presented to Troy Chamber Executive Director Ara Topouzian and Troy Resident Nancy Negohosian (Presented by: Mayor Dane Slater)

**D. CARRYOVER ITEMS:**

- D-1** No Carryover Items

**E. PUBLIC HEARINGS:**

- E-1** No Public Hearings

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

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:**

**H-1** No Postponed Items

**I. REGULAR BUSINESS:**

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

**a) Mayoral Appointments:**

Suggested Resolution

Resolution #2015-04-

Moved by

Seconded by

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

**Planning Commission**

Appointed by Mayor

9 Regular Members

3 Year Term

**Nominations to the Planning Commission:**

**Term Expires: 7/31/2016**

**Frencheska Brikho**

Term currently held by:

Vacancy (Student)

Yes:

No:

b) City Council Appointments: None

**I-2 Board and Committee Nominations:** a) **Mayoral Nominations – Brownfield Redevelopment Authority;** b) **City Council Nominations – Charter Revision Committee, Employee Retirement System Board of Trustees / Retiree Health Care Benefits Plan & Trust, Historic District Commission, Liquor Advisory Committee, Parks and Recreation Board, Personnel Board, Traffic Committee, Zoning Board of Appeals**

a) Mayoral Nominations:

Suggested Resolution

Resolution #2015-04-

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 term.
Vassallo	Joseph J.	12/6/2013	4/30/2015	

**Nominations to the Brownfield Redevelopment Authority:**

**Term Expires: 4/30/2018**

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

**Term Expires: 4/30/2018**

Term currently held by: Theodore Dziurman

**Term Expires: 4/30/2018**

Term currently held by: Joseph Vassallo

**Interested Applicants:**

No applicants on file.

Yes:

No:

**b) City Council Nominations:**

Suggested Resolution

Resolution #2015-04-

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:

**Charter Revision Committee**

Appointed by Council

7 Regular Members

3 Year Term

**Current Members:**

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1
Berk	Robert	2/27/2015	4/30/2016	
Bernardi	Maryann	11/18/2013	4/30/2015	NO Reappointment
Bliss	Daniel	11/16/2013	4/30/2015	
Howrylak	Frank	2/1/2014	4/30/2017	
Kanoza	Shirley	2/21/2015	4/30/2016	
Weisgerber	William	11/17/2013	4/30/2015	
Wilsher	Cynthia	2/27/2016	4/30/2017	

**Nominations to the Charter Revision Committee:**

**Term Expires: 4/30/2018**

Term currently held by: Maryann Bernardi

**Term Expires: 4/30/2018**

Term currently held by: Daniel Bliss

**Term Expires: 4/30/2018**

Term currently held by: William Weisgerber

**Interested Applicants:**

Last Name	First Name	M I or Nickname	App Resume Expire	Notes 1
Baker	Julia	(Judy)	5/7/2015	

**Employee Retirement System Board of Trustees / Retiree Health Care Benefits Plan & Trust**

Appointed by Council  
7 Regular Members and 2 Ordinance Members  
3 Year Term

**Current Members:**

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 3
Calice	Mark	9/6/2014	12/31/2015	Council Appointed Citizen	
Darling	Thomas			Chapter 10	
Gordon II	Thomas	9/17/2015	12/31/2016	DB-Employee Rep. - Elected	
Henderson	Dave		4/15/2015	City Council Rep.	Requests Reappointment
Kischnick	Brian			Chapter 10	
Need	William	9/18/2015	12/31/2016	DB Ex-Officio Retiree Rep. - Council Appointed Ex-Officio	
Pallotta	Steven		12/31/2017	DC Employee Rep. - Elected	
Stansbury	Milt	11/29/2013	12/31/2015	DC Employee Rep. - Elected	

**Nominations to the Employee Retirement System Board of Trustees / Retiree Health Care Benefits Plan & Trust:**

**Term Expires: 4/15/2018**

**(City Council Rep.)**

Term currently held by: Dave Henderson

**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	
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 1/31/2014
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: 5/15/2018**

Term currently held by: Timothy McGee

**Term Expires: 5/15/2018**

Term currently held by: Doris Schuchter

**Interested Applicants:**

Last Name	First Name	App Resume Expire	Notes 1
Adams	John	12/19/2016	

**Liquor Advisory Committee**

Appointed by Council  
7 Regular Members  
3 Year Term

**Current Members:**

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 3
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	8/26/2016	7/31/2015	STUDENT	Requests Reappointment
Kaltsounis	Andrew	12/13/2014	1/31/2016		

Oberski	Jeff				
Payne	Timothy	2/8/2014	1/31/2018		
Vacancy			7/31/2015	STUDENT	

**Nominations to the Liquor Advisory Committee:****Term Expires: 7/31/2016**

Term currently held by: Vacancy (Student)

**Interested Applicants:**

Last Name	First Name	App Resume Expire	Notes 1	Notes 3
Regan	Kathleen	3/26/2017	STUDENT	(3 <sup>rd</sup> Choice)
Slifkin	Elizabeth	3/24/2017	STUDENT	(3 <sup>rd</sup> Choice)

**Parks and Recreation Board**

Appointed by Council

7 Regular Members and 1 Troy School Board Member:

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

**Current Members:**

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1
Baker	Julia (Judy)	5/7/2015	9/30/2016	
Bluhm	David	6/2/2016	7/31/2015	STUDENT
Bo	Elaine			
Hauff	Gary	2/6/2014	7/31/2015	Troy School Dist. Rep. on P&R Board
Huber	Laurie	2/8/2014	9/30/2015	
Kaltsounis	Orestis Rusty	1/20/2014	9/30/2015	
McGee	Timothy	8/13/2014	9/30/2017	
Stewart	Jeffrey	6/27/2015	9/30/2016	
Toth	Steve	10/3/2013	9/30/2016	
Vacancy			7/31/2015	STUDENT
Zikakis	Janice	10/15/2016	9/30/2017	

**Nominations to the Parks and Recreation Board:****Term Expires: 7/31/2016**

Term currently held by: Vacancy (Student)

**Interested Applicants:**

Last Name	First Name	App Resume Expire	Notes 1	Notes 3
Brandstetter	Tim	10/17/2016		Traffic Comm exp 1/31/2018
Brikho	Frencheska	3/23/2017	STUDENT	(2 <sup>nd</sup> Choice)
Regan	Kathleen	3/26/2017	STUDENT	(2 <sup>nd</sup> Choice)
Rosenberg	Michael	4/19/2015		Personnel Bd. exp 4/30/2017
Slifkin	Elizabeth	3/24/2017	STUDENT	(1 <sup>st</sup> Choice)
Wilsher	Cynthia	10/9/2016		Charter Rev. Comm exp 4/30/2017; Traffic Comm exp 1/31/2018

**Personnel Board**  
 Appointed by Council  
 5 Regular Members  
 3 Year Term

**Current Members:**

Last Name	First Name	App Res Expire	Appointment Expire	Notes 2	Notes 3
Abraham	Edna	8/15/2013	4/30/2015		
Baughman	Deborah	2/22/2013	4/30/2017		
Knight	P. Terry	1/15/2016	4/30/2015	DDA exp 9/30/2015	Requests Reappointment
New	Lorraine	4/16/2014	4/30/2015		
Rosenberg	Michael	4/19/2015	4/30/2017		

**Nominations to the Personnel Board:**

**Term Expires: 4/30/2018**

Term currently held by: Edna Abraham

**Term Expires: 4/30/2018**

Term currently held by: P. Terry Knight

**Term Expires: 4/30/2018**

Term currently held by: Lorraine New

**Interested Applicants:**

No applicants on file.

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			Ex-Officio Member
Kilmer	Richard	12/12/2015	1/31/2017	
Mayer	Gary			Ex-Officio Member
Nelson	William			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
Vacancy			7/31/2015	Student
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: Vacancy (O. Apahidean resigned 2/13/2015)

**Term Expires: 7/31/2016**

Term currently held by: Vacancy (STUDENT)

**Interested Applicants:**

Last Name	First Name	App Resume Expire	Notes 1	Notes 3
Brikho	Frencheska	3/3/2017	STUDENT	(3 <sup>rd</sup> Choice)
Regan	Kathleen	3/26/2017	STUDENT	(1 <sup>st</sup> Choice)

Zoning Board of Appeals

Appointed by Council  
7 Regular Members  
3 Year Term

**Current Members:**

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 2
Clark	Glenn	5/31/2014	4/30/2015		
Courtney	Kenneth	2/25/2015	4/30/2016		
Desmond	Thomas	10/21/2016	4/30/2015		
Eisenbacher	David	11/14/2013	4/30/2016		
Kaltsounis	Orestis Rusty	10/17/2016	1/31/2018	Alternate	P&R Bd exp 9/30/2015
Kneale	A. Allen	3/9/2013	4/30/2017		
Lambert	Dave	3/10/2016	4/30/2017		
McCown	Paul	7/10/2015	1/31/2018	Alternate	
Sanzica	Philip	9/24/2014	12/31/2015	PC Rep on ZBA	

**Nominations to the Zoning Board of Appeals:**

**Term Expires: 4/30/2018**

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Term currently held by: Thomas Desmond

**Term Expires: 4/30/2018**

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Term currently held by: Glenn Clark

**Interested Applicants:**

Last Name	First Name	App Resume Expire	Notes 2
Brandstetter	Tim	5/1/2015	Traffic Comm exp 1/31/2015
Kaltsounis	Andrew	10/15/2016	Liquor Adv. Comm. exp. 1/31/2016
Manek	Ashish	5/23/2015	
Sinutko	Jaime	8/5/2016	

Yes:

No:

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**I-3 No Request for Closed Session**

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**I-4 2015 Tri-Party Program – Concrete Slab Replacement - Big Beaver, Livernois, John R and Long Lake Roads (Presented by: Steve Vandette, City Engineer)**

Suggested Resolution

Resolution #2015-04-

Moved by

Seconded by

RESOLVED, That the Cost Participation Agreement between the City of Troy and the Board of County Road Commissioners for Oakland County (Board) for the 2015 Tri-Party Program is hereby **APPROVED** at an estimated cost to the City of Troy of \$134,752, and the Mayor and City Clerk are **AUTHORIZED TO EXECUTE** the agreement, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:

No:

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**I-5 Evergreen Farmington Sewage Disposal System – North Evergreen Interceptor (NEI) Wattles Road Storage Contract and NEI Hydraulic Improvements Contract (Presented by: Steve Vandette, City Engineer, and Tim Richnak, DPW Director)**

**Resolution A – Evergreen Farmington Sewage Disposal System North Evergreen Interceptor Wattles Road Storage Contract**

Suggested Resolution

Resolution #2015-04-

Moved by

Seconded by

RESOLVED, That the City Council of the City of Troy, Oakland County, Michigan.

1. Hereby **APPROVES** the contract between the County and the Municipalities relating to the acquisition and construction of the Evergreen Farmington Sewage Disposal System North Evergreen Interceptor Wattles Road Storage (the "Contract"), which Contract provides that the City will pay its share of the cost of the Project in cash; that the County will issue its bonds (the "County Bonds") to defray the remaining cost of the Project in anticipation of payments to be made by the Charter Township of Bloomfield which payments will be sufficient to pay the principal of and interest on the County Bonds; that for the making of such payments thereunder each Municipality will pledge its full faith and credit and limited taxing power; and for other matters relating to the Project and the acquisition, construction, financing and operation thereof, all under and pursuant to Act No. 342, Public Acts of Michigan, 1939, as amended.
2. Hereby **APPROVES** the preliminary plans for the Project, and the estimates of the cost and period of usefulness thereof, as contained in Exhibits A and B to the Contract.
3. **AUTHORIZES** the Mayor and the City Clerk to execute and deliver the Contract for and on behalf of the City in such number of counterparts as may be desirable.
4. **AUTHORIZES** the City Clerk to publish the notice hereunto attached in the Troy-Somerset Gazette and so as to be prominently displayed therein. It is found and declared that said newspaper is a newspaper of general publication in the City and that said notice contains information which is sufficient to adequately inform all interested persons as to the nature and extent of the full faith and credit obligations of the City under the Contract.

5. **DIRECTS** that a copy of the Contract as presented to the City Council and herein approved and authorized to be executed and delivered shall be **ATTACHED** to the original Minutes of this meeting and made a part thereof and shall be placed on file with the City Clerk and made available for examination by any interested person during normal business hours.

Yes:

No:

**Resolution B – Evergreen Farmington Sewage Disposal System North Evergreen Interceptor NEI Hydraulic Improvements Contract**

Suggested Resolution

Resolution #2015-04-

Moved by

Seconded by

**RESOLVED**, That the City Council of the City of Troy, Oakland County, Michigan.

1. Hereby **APPROVES** the contract between the County and the Municipalities relating to the acquisition and construction of the Evergreen Farmington Sewage Disposal System North Evergreen Interceptor NEI Hydraulic Improvements (the "Contract"), which Contract provides that the City of Bloomfield Hills and the City will pay their respective shares of the cost of the Project in cash; that the County will issue its bonds (the "County Bonds") to defray the remaining cost of the Project in anticipation of payments to be made by the Charter Township of Bloomfield which payments will be sufficient to pay the principal of and interest on the County Bonds; that for the making of such payments thereunder each Municipality will pledge its full faith and credit and limited taxing power; and for other matters relating to the Project and the acquisition, construction, financing and operation thereof, all under and pursuant to Act No. 342, Public Acts of Michigan, 1939, as amended.
2. Hereby **APPROVES** the preliminary plans for the Project, and the estimates of the cost and period of usefulness thereof, as contained in Exhibits A and B to the Contract.
3. **AUTHORIZES** the Mayor and the City Clerk to execute and deliver the Contract for and on behalf of the City in such number of counterparts as may be desirable.
4. **AUTHORIZES** the City Clerk to publish the notice hereunto attached in the Troy-Somerset Gazette and so as to be prominently displayed therein. It is found and declared that said newspaper is a newspaper of general publication in the City and that said notice contains information which is sufficient to adequately inform all interested persons as to the nature and extent of the full faith and credit obligations of the City under the Contract.
5. **DIRECTS** that a copy of the Contract as presented to the City Council and herein approved and authorized to be executed and delivered shall be **ATTACHED** to the original Minutes of this meeting and made a part thereof and shall be placed on file with

the City Clerk and made available for examination by any interested person during normal business hours.

Yes:

No:

### **I-6 Request to Set Date for Closed Session - City Manager Evaluation**

Suggested Resolution

Resolution #2015-04-

Moved by

Seconded by

RESOLVED, That Troy City Council **SHALL MEET** in Closed Session on \_\_\_\_\_, 2015 at \_\_\_\_\_ pm, in the Council Board Room, pursuant to MCL 15. 268 (a) and (h) (MCL 15.243 (g)) for the evaluation of the City Manager.

Yes:

No:

### **J. CONSENT AGENDA:**

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

Suggested Resolution

Resolution #2015-04-

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 #2015-04-

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

- a) City Council Meeting Minutes-Draft – April 13, 2015

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

- a) Proclamation to Commemorate the 100<sup>th</sup> Anniversary of the Armenian Genocide Presented to Troy Chamber Executive Director Ara Topouzian and Troy Resident Nancy Negohosian
- 

**J-4 Standard Purchasing Resolutions:**

- a) **Standard Purchasing Resolution #1: Award to Low Bidder – Contract 15-3 – Section 19 Pavement Rehabilitation - North**

Suggested Resolution

Resolution #2015-04-

RESOLVED, That Troy City Council hereby **AWARDS** Contract No. 15-3, Section 19 Pavement Rehabilitation - North, to *Florence Cement Company, 12585 23 Mile Road, Shelby Twp., MI 48315*, for their low total bid amount of \$1,031,802.10.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements, and if additional work is required such additional work is authorized in an amount not to exceed 25% of the total project cost.

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

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

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

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

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

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**N-1 No Council Referrals**

**O. COUNCIL COMMENTS:**

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**O-1 No Council Comments Advanced**

**P. REPORTS:**

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

- a) Civil Service Commission (Act 78) Minutes-Final – February 13, 2015
  - b) Downtown Development Authority Minutes-Final – February 18, 2015
  - c) Traffic Committee Minutes-Final – March 18, 2015
  - d) Civil Service Commission (Act 78) Minutes-Draft – April 13, 2015
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**P-2 Department Reports: None Submitted**

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

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

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**Q. 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):**

**R. CLOSED SESSION:**

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**R-1 No Closed Session Requested**

**S. 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:**

**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:**

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  
TO COMMEMORATE THE 100<sup>TH</sup> ANNIVERSARY  
OF THE ARMENIAN GENOCIDE  
APRIL 24, 2015**

**WHEREAS**, On the night of April 24, 1915, more than 200 leaders in the Armenian community, in the city known today as Istanbul, were arrested. Sent to prison, most were executed, beginning a horrible, systemic killing and forced relocation of the Armenian people that would last until 1923; and

**WHEREAS**, During those years, the government of the Ottoman Empire claimed the lives of 1.5 million Armenians and forced 500,000 more from their homeland. The Armenian Genocide was a terrible breach of human rights and an event that has outraged the world; and

**WHEREAS**, The atrocities carried out against the Armenian people were grave and unimaginable, as they were subjected to deportation, abduction, torture, starvation, and more. And as with any violent conflict, Armenian women and children suffered the worst abuses. The bulk of the Armenian population that was displaced from their homes was forced to escape to neighboring as well as faraway countries. Many fled to the United States; and

**WHEREAS**, The United States is honored to be a home to a vibrant growing Armenian-American population. This thriving community, many living in the City of Troy, are a proud reminder of survival and determination even in the face of extreme injustice; and

**WHEREAS**, As Americans, it is our duty to raise awareness of the Armenian Genocide and to participate in the remembrance and mourning of the loss of innocent lives a century ago;

**NOW, THEREFORE, BE IT RESOLVED**, That the Troy City Council proclaims April 19-26, 2015, as "Days of Remembrance of the Armenian Genocide"; and

**BE IT FURTHER RESOLVED**, That the Troy City Council encourages all residents to raise awareness about the Armenian Genocide and attend commemoration events honoring the memory of innocent victims on this 100<sup>th</sup> anniversary.

Presented this 20<sup>th</sup> day of April 2015.



## CITY COUNCIL ACTION REPORT

Date: April 6, 2015

To: Brian Kischnick, City Manager

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

Subject: 2015 Tri-Party Program – Concrete Slab Replacement  
Big Beaver, Livernois, John R and Long Lake Roads

### **History:**

The Tri-Party Program annually provides approximately \$300,000 for projects on County Roads at the discretion of the City. Troy has, over the years, directed these funds to a wide variety of projects, including major road reconstruction, but for the past several years the funds have been used for slab replacements on County roads.

Since the funding level has historically been inadequate to address all needs, it was used to replace only the worst of the worst slabs, which resulted in slab projects on the same stretches of roads year after year. Last year's work was more comprehensive, replacing long road segments under the Troy Roads Rock Program, with the goal of not returning to them for any major repair work for ten years.

The 2014 Tri-Party Program funds were programmed for concrete slab replacements on Big Beaver, between City Hall and Adams, in conjunction with the larger, federally funded project that was managed by the Road Commission for Oakland County (RCOC).

Tri-Party Program funds for 2015 have been programmed for concrete slab replacements on northbound John R, south of Maple Road, Livernois under I-75 and Big Beaver at Livernois as presented to City Council during the 2014-15 Troy Roads Rock presentation on March 9, 2015.

Since that presentation the RCOC informed us of additional funds resulting from the close out of their 2010 Crooks Road reconstruction project. This was a project that Troy had directed its 2010 Tri-Party funds and now we are receiving a portion of those funds back. The RCOC is also contributing \$200,000 for more slab work. All additional funds are programmed for scattered spot concrete slab replacements on Big Beaver, I-75 to Dequindre and on Long Lake, from Troy High to I-75, but can be used at our discretion on any County road. These funds will address smaller pavement areas that were not included in last year's segment oriented slab replacement program.

### **Financial:**

The 2015 Cost Participation Agreement includes \$604,256; \$303,729 for the 2015 Tri-Party Program, \$100,527 returned from the close out of 2010 Tri-Party funds directed for the RCOC's Crooks Road

reconstruction project (Square Lake to South Boulevard) and \$200,000 from the RCOC as their 2015 contribution towards improving County roads.

The City of Troy's share is one-third (1/3) or \$134,752 of the total Tri-Party allocation. The remaining two-thirds (2/3) or \$269,504 is shared equally by the County of Oakland and the Board of County Road Commissioners for Oakland County (Board). The \$200,000 from the RCOC does not have a local share component.

Funds for the City of Troy's share are included in the 2015-2016 Major Road fund.

**Recommendation:**

Staff recommends that City Council approve the attached Cost Participation Agreement between the City of Troy and the Board of County Road Commissioners for Oakland County (Board) for the 2015 Tri-Party Program to be used for concrete slab replacements on County Roads at an estimated cost to the City of Troy of \$134,752. Furthermore, staff recommends that the Mayor and City Clerk be authorized to execute the agreements.

**COST PARTICIPATION AGREEMENT**

**CONSTRUCTION**

2015 Concrete Slab Replacement

Big Beaver Road, John R Road, Livernois Road

City of Troy

Board Project No. 52981

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Board of County Road Commissioners of the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Troy, hereinafter referred to as the COMMUNITY, provides as follows:

WHEREAS, the BOARD and the COMMUNITY have programmed various concrete slab replacements on Big Beaver Road, John R Road, and Livernois Road, described in Exhibit "A", attached hereto and made a part hereof, which improvements involve roads under the jurisdiction of the BOARD and within the COMMUNITY, which improvements are hereinafter referred to as the PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is \$604,256; and

WHEREAS, said PROJECT involves certain designated and approved Tri-Party Program funding in the amount of \$404,256, which amount shall be paid through equal contributions by the BOARD, the COMMUNITY, and the Oakland County Board of Commissioners, hereinafter referred to as the COUNTY; and

WHEREAS, the BOARD and the COMMUNITY have reached a mutual understanding regarding the cost sharing of the PROJECT and wish to commit that understanding to writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law, it is hereby agreed between the COMMUNITY and the BOARD that:

1. The COMMUNITY shall forthwith undertake and complete the PROJECT, as above described, under Road Commission for Oakland County permit; and shall perform or cause to be performed all preliminary engineering services and administration in reference thereto.
2. The actual total cost of the PROJECT shall include total payments to the contractor.
3. The COMMUNITY shall comply with the provisions as set forth in Exhibit "B" attached hereto.
4. The COMMUNITY shall comply with the liability and insurance requirements as set forth in Exhibit "C" attached hereto.
5. The estimated total PROJECT cost of \$604,256 shall be funded in the following order:
  - a. Tri-Party Program in the amount of \$404,256.
  - b. The BOARD shall contribute \$200,000 toward the LOCAL MATCH.
  - c. The COMMUNITY agrees that any PROJECT costs above the Tri-Party Program funding of \$404,256 and the BOARD contribution of \$200,000 will be funded 100% by the COMMUNITY.
6. Upon execution of this agreement, the COMMUNITY shall submit two invoices to the BOARD:
  - a. The first invoice shall be payable by the BOARD in the amount of \$334,752 (being 100% of the BOARD's Tri-Party contribution of \$135,752 and 100% of the BOARD's additional contribution of \$200,000).
  - b. The second invoice shall be payable by the COUNTY in the amount of \$134,752 (being 100% of the COUNTY'S Tri-Party contribution).

- c. The invoices shall be sent to:

Ms. Julie Enders, Engineering Aide  
Road Commission for Oakland County  
31001 Lahser Road  
Beverly Hills, MI 48025

- 7. Within 90 days of completion of the PROJECT, the COMMUNITY shall submit to the BOARD the following:
  - a. A cover letter originated by the COMMUNITY certifying that the PROJECT is now complete.
  - b. A copy of the FINAL payment estimate paid to the contractor.
  - c. One copy of the complete set of the as-built construction plans containing the adjusted quantities of the PROJECT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first written above.

BOARD OF ROAD COMMISSIONERS FOR THE  
COUNTY OF OAKLAND  
A Public Body Corporate

By \_\_\_\_\_

Its \_\_\_\_\_

CITY OF TROY

By \_\_\_\_\_

Its \_\_\_\_\_

## EXHIBIT A

### TRI - PARTY PROGRAM

#### 2015 Concrete Slab Replacement

Big Beaver Road, John R Road, Livernois Road

City of Troy

Board Project No. 52981

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Concrete slab replacement on Big Beaver Road, John R Road, and Livernois Road.

ESTIMATED PROJECT COST
------------------------

Contractor Payments	<u>\$604,256</u>
Total Estimated Project Cost	<u><u>\$604,256</u></u>

COST PARTICIPATION BREAKDOWN
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	COMMUNITY	COUNTY	BOARD	TOTAL
FY2010 Tri-Party Program	\$33,509	\$33,509	\$33,509	\$100,527
FY2015 Tri-Party Program	\$101,243	\$101,243	\$101,243	\$303,729
Contribution	\$0	\$0	\$200,000	\$200,000
<b>TOTAL SHARES</b>	<b>\$134,752</b>	<b>\$134,752</b>	<b>\$334,752</b>	<b>\$604,256</b>

## **Exhibit B PROVISIONS**

**Bidding:** The COMMUNITY shall select the contractor for its share of the work, on a competitive basis by advertising for sealed bids in accordance with its established practices.

**Bonds – Insurance:** The COMMUNITY shall require the contractor provide payment and performance bonds for the PROJECT; said bonds to be in compliance with the provisions of 1963 PA 213 as amended, compiled at MCL 129.201, et seq.

Further, the COMMUNITY shall require the contractor to provide insurance naming the Road Commission for Oakland County as additional named insured's. Coverage's shall be substantial as set forth in Exhibit "C", attached hereto.

**Records:** The parties shall keep records of their expenses regarding the PROJECT in accordance with generally accepted accounting procedures, and shall make said records available to the other during business hours upon request giving reasonable notice. Such records shall be kept for three (3) years from final payment.

Final costs shall be allocated after audit of the records and adjustments in payments shall be invoiced and paid within thirty (30) days thereafter.

**EEO:** The COMMUNITY shall require its contractor to specifically agree that it will comply with any and all applicable State, Federal, and Local statutes ordinances, and regulations, and with RCOC regulations during performance of the SERVICES and will require compliance of all subcontractors and subconsultants.

In accordance with Michigan 1976 PA 453, the COMMUNITY hereto agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, national origin, age, sex, height, weight or marital status. Further, in accordance with Michigan 1976 PA No. 220, as amended, the parties hereby agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

The COMMUNITY further agrees that it will require all subconsultants and subcontractors for this PROJECT comply with this provision.

**Governmental Function, Scope:** It is declared that the work performed under this AGREEMENT is a governmental function. It is the intention of the parties hereto that this AGREEMENT shall not be construed to waive the defense of governmental immunity held by the RCOC, and the COMMUNITY.

**Third Parties:** This AGREEMENT is not for the benefit of any third party.

**EXHIBIT C**  
**LIABILITY AND INSURANCE REQUIREMENTS**

Hold Harmless Agreement: The Contractor shall hold harmless, represent, defend and indemnify the Board of County Road Commissioners of Oakland County, the Road Commission for Oakland County, its officers and employees; the County of Oakland; the Water Resources Drain Commissioner and relevant drainage district(s), if applicable; the Michigan State Transportation Commission; the Michigan Department of Transportation; and the local unit(s) of government, within which the Project is located against all claims for damages to public or private property, for injuries to persons, or for other claims arising out of the performance or non-performance of the contracted work, whether during the progress or after the completion thereof.

Insurance Coverage: The Contractor, prior to execution of the contract, shall file with the Road Commission for Oakland County, copies of complete certificates of insurance as evidence that he carries adequate insurance satisfactory to the Board. Insurance coverage shall be provided in accordance with the following:

- a. Workmen's Compensation Insurance: To provide protection for the Contractor's employees, to the statutory limits of the State of Michigan and \$500,000 employer's liability. The indemnification obligation under this section shall not be limited in any ways by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under worker's disability compensation coverage established by law.
- b. Bodily Injury and Property Damage Other than Automobile: To afford protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operations for one year after completion of the work.

1.	Bodily Injury Liability	or:	Single Limit: Bodily Injury and Property Damage
	Each Person: \$1,000,000		Each Occurrence: \$1,000,000
	Each Occurrence \$1,000,000		Aggregate: \$2,000,000
	Aggregate \$2,000,000		
	Property Damage Liability:		
	Each Occurrence: \$250,000		
	Aggregate: \$250,000		

Such insurance shall include: 1) explosion, collapse, and underground damage hazards (x,c,u), which shall include, but not be limited to coverage for (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion,

excavation, tunneling, pile driving, cofferdam work, or building moving or demolition; (2) products and completed operations; (3) contractual liability; and (4) independent contractors coverage.

2. Bodily Injury Liability and Property Damage Liability - Automobiles (Comprehensive Auto Liability).

The minimum limits of bodily injury liability and property damage liability shall be:

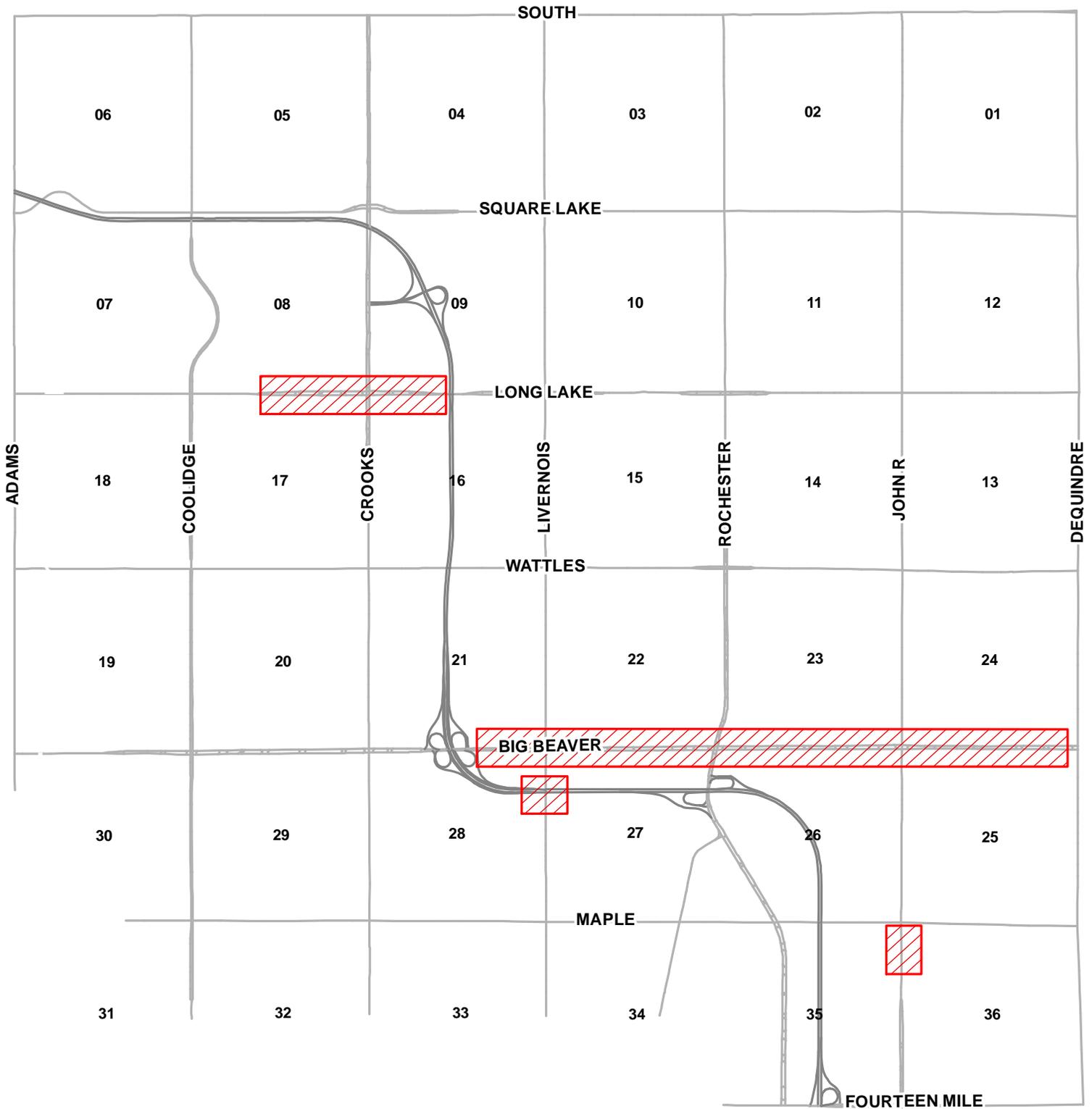
Bodily Injury Liability	or	Single Limit: Bodily Injury and Property Damage Liability
Each Person	\$500,000	Each Occurrence: \$2,000,000
Each Occurrence	\$1,000,000	

Property Damage Liability:  
Each Occurrence: \$1,000,000

Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

- c. Excess and Umbrellas Insurance – The Contractor may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements in order to meet the specified minimum limits of liability.
- d. The Contractor shall provide for and on behalf of the Road Commission for Oakland County and all agencies specified by the Road Commission, as their interest may appear, Owner’s Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the Contractor’s Public Liability Insurance.
- e. Notice – The Contractor shall not cancel, renew, or non-renew the coverage of any insurance required by this Section without providing 30 day prior written notice to the Road Commission for Oakland County. All such insurance shall include an endorsement whereby the insurer shall agree to notify the Road Commission for Oakland County immediately of any reduction by the Contractor. The Contractor shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force. If the Contractor cannot secure the required insurance within 30 days, the Board reserves the right to terminate the Contract.
- f. Reports – The Contractor or his insurance carrier shall immediately report all claims received which relate to the Contract, and shall also report claims investigations made, and disposition of claims to the County Highway Engineer.

# 2015 Tri-Party Program - Scattered Concrete Slab Replacement



 Potential Work Areas





## CITY COUNCIL ACTION REPORT

April 14, 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

SUBJECT: Evergreen Farmington Sewage Disposal System – North Evergreen Interceptor (NEI) Wattles Road Storage Contract & NEI Hydraulic Improvements Contract

### **History:**

As presented in a report (attached) to City Council on March 9, 2015, the City of Troy will be participating with Bloomfield Township and Bloomfield Hills on several long awaited sewer improvement projects in the Evergreen Farmington Sewage Disposal District. These sewer improvements 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) and, in accordance with the City's and WRC's MDEQ approved Short Term and Long Term Corrective Action (LTCAP) Plans. 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.

The Oakland County Water Resources Commissioner (WRC) will be administering the design and construction of two (2) interceptor improvement projects, which upon their completion will be owned and maintained by the WRC. Contracts provided by the WRC, which for each project enumerate the financial obligations of the City of Troy, Bloomfield Hills and Bloomfield Township in Exhibit "B", are submitted for Council's approval.

### **Financial:**

The estimated cost of the North Evergreen Interceptor (NEI) Wattles Road Storage project is \$4,630,000. Bloomfield Township's project financing fees of \$36,000 for bonds are assessed to Bloomfield Township only. Troy's share of the project's estimated cost, excluding these financing fees, is 78.2% of \$4,594,000 or \$3,592,508 based on the percentage of interceptor sewer flow coming from Troy.

The estimated cost of the NEI Hydraulic Improvements project is \$1,016,000. Bloomfield Township's project financing fees of \$36,000 for bonds are assessed to Bloomfield Township only. Troy's share of the project's estimated cost, excluding these financing fees, is 71.4% of \$980,000 or \$699,720 based on the percentage of interceptor sewer flow coming from Troy.

The total estimated cost of both projects is \$5,646,000. Troy's share of the estimated total cost is \$4,292,228. The proposed 2015-16 Sewer Capital Budget will include sufficient funding to pay Troy's share of the projects in full, as recommended by Tom Darling, Director of Financial Services and supported by city management.

Each local unit of government is required under 46.175b, Section 5e of the County Public Improvement Act of 1939, Act 342, to go through a 45-day referendum period, as each is pledging its full faith and credit to make project payments. This requires publication of a notice (attached as provided by the WRC) that allows for the right to petition for a referendum on the contract(s). If, within 45 days from the date of publication, a petition signed by 10% or 15,000, whichever is the lesser, of the registered electors residing within the City of Troy is filed with the City Clerk requesting a referendum upon the contract(s), the contract(s) will not become effective until approved by a majority of the electors of the City of Troy qualified to vote and voting at a general or special election.

**Recommendation:**

Staff recommends that City Council take the following actions on the proposed WRC projects:

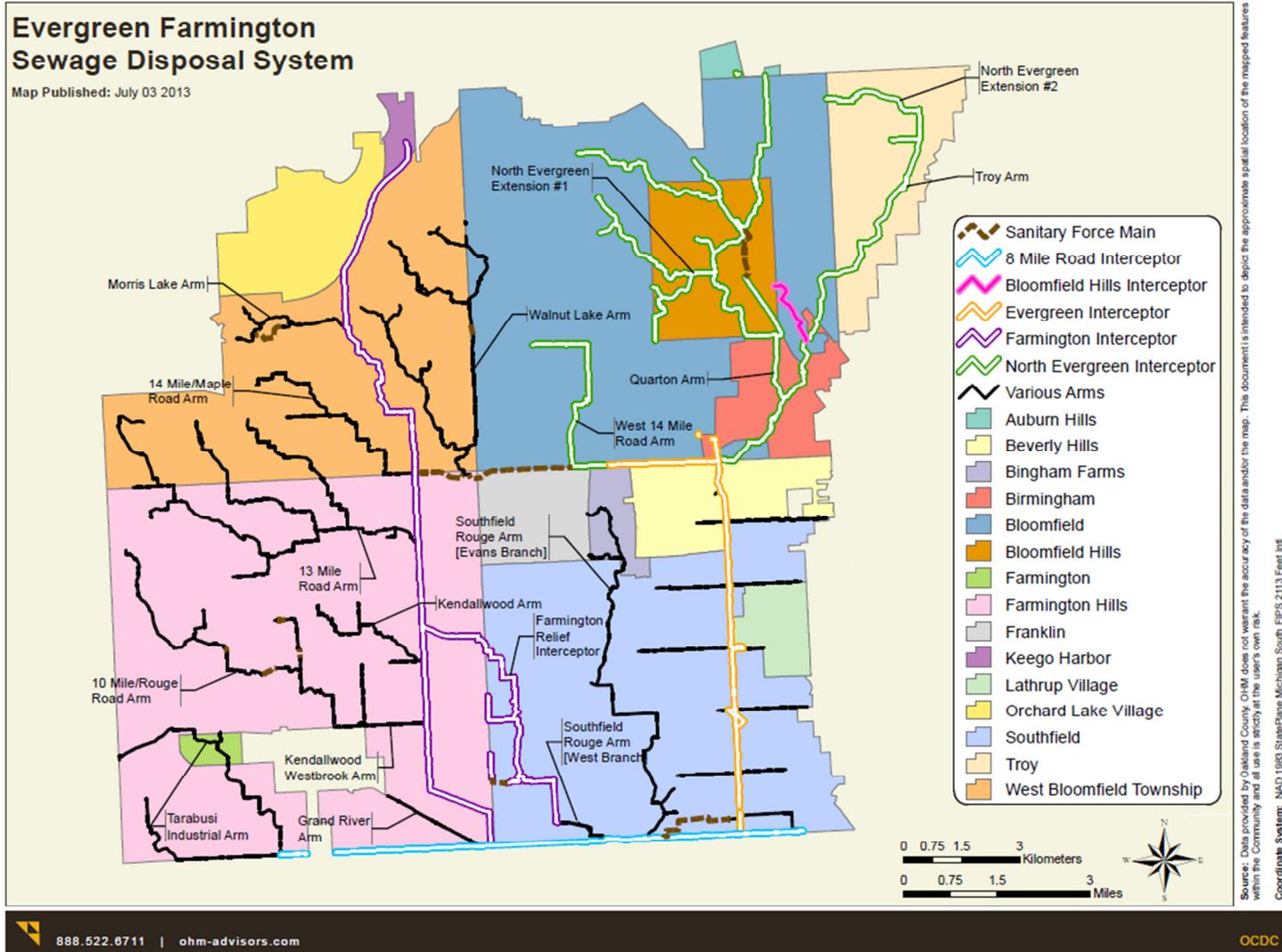
1. Approve Resolution “A” for the North Evergreen Interceptor (NEI) Wattles Road Storage project that would:
  - Approve a contract with the WRC for construction and payment of Troy’s estimated \$3,592,508 share of the project cost. This would be paid from the 2015-16 Sewer Capital budget.
  - Pledge the City of Troy’s full faith and credit for its share of the project.
  - Approve the preliminary plans and estimates of project cost, as contained in Exhibits A and B.
  - Authorize the City Clerk to publish a notice in the Troy Gazette to inform all interested persons as to the nature and extent of the full faith and credit obligations of the City under the Contract and notice of right of referendum on approval of the contract.
  - Directs that a copy of executed contract shall be attached to the minutes of the council meeting and placed on file with the City Clerk.
  
2. Approve Resolution “B” for the North Evergreen Interceptor (NEI) Hydraulic Improvements project that would:
  - Approve a contract with the WRC for construction and payment of Troy’s estimated \$699,720 share of the project cost. This would be paid from the 2015-16 Sewer Capital budget.
  - Pledge the City of Troy’s full faith and credit for its share of the project.
  - Approve the preliminary plans and estimates of project cost, as contained in Exhibits A and B.
  - Authorize the City Clerk to publish a notice in the Troy Gazette to inform all interested persons as to the nature and extent of the full faith and credit obligations of the City under the Contract and notice of right of referendum on approval of the contract.
  - Directs that a copy of executed contract shall be attached to the minutes of the council meeting and placed on file with the City Clerk.

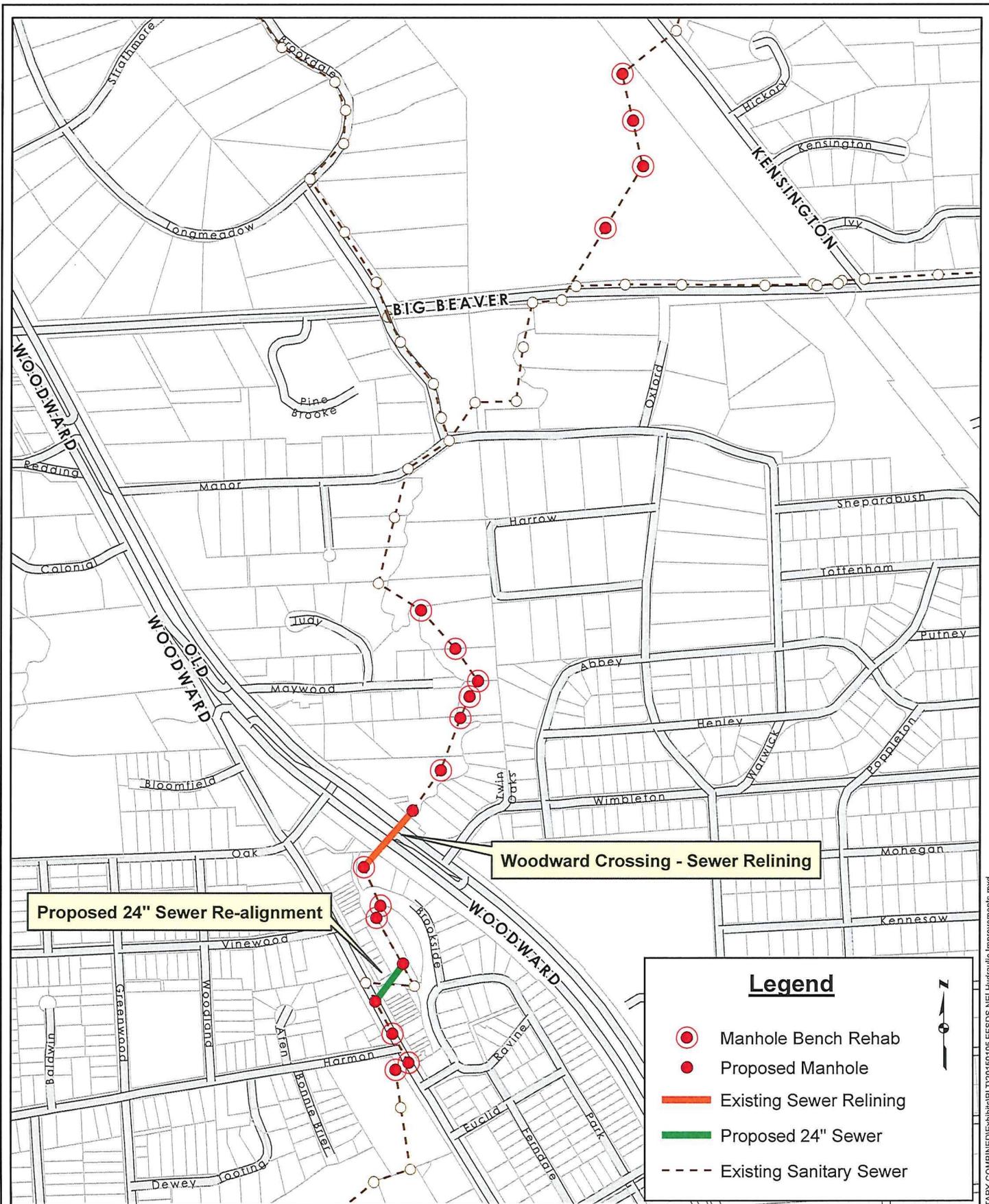
**City Attorney’s Review as to Form and Legality**

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

\_\_\_\_\_  
Date

**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)

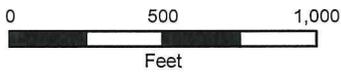
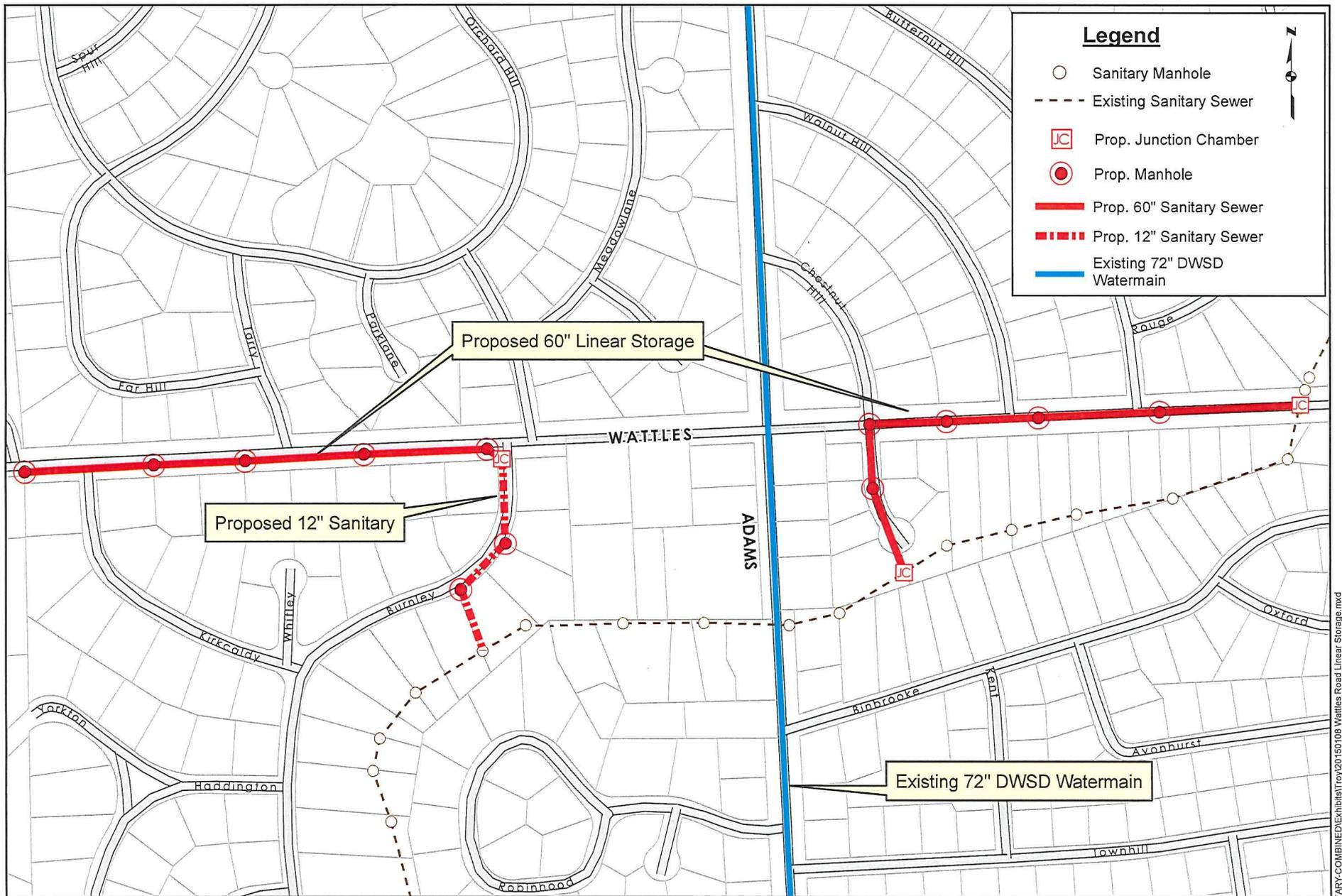


Figure No. 1

DISCLAIMER:  
The information displayed on this map is compiled from recorded deeds, plats, lot 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 accurate, complete, or that it is the most current information available. The user assumes all responsibility for the use of this information. The user should consult professional engineering sources when appropriate.

Last Revision: 01/12/2015  
L:\DrainMapping\Units\SANITARY-COMBINED\Exhibit\BLT20150105\_EFSDS\_NEI\_Hydraulic\_Improvements.mxd



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

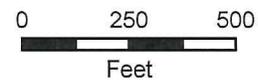


Figure No. 1

**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.

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

CITY OF TROY  
OAKLAND COUNTY, MICHIGAN

NOTICE OF ADOPTION OF RESOLUTION BY CITY COUNCIL  
AUTHORIZING EXECUTION OF A CONTRACT PLEDGING  
THE FULL FAITH AND CREDIT OF THE  
CITY AND NOTICE OF RIGHT OF REFERENDUM  
WATTLES ROAD STORAGE PROJECT

TO ALL ELECTORS AND TAXPAYERS OF  
THE CITY OF TROY AND OTHER  
INTERESTED PERSONS:

NOTICE IS HEREBY GIVEN, that the City Council of the City of Troy has adopted a resolution approving and authorizing the execution and delivery of a contract between the County of Oakland (hereinafter sometimes referred to as the "County") and the City of Troy and the Charter Township of Bloomfield (collectively, the "Municipalities") pursuant to the provisions of Act 342, Public Acts of Michigan, 1939, as amended, relative to the acquisition, construction and financing of improvements and facilities comprising the Evergreen Farmington Sewage Disposal System North Evergreen Interceptor Wattles Road Storage Project as more specifically set forth in the contract (the "Project").

PURPOSE OF CONTRACT

The contract has for its purpose and provides for (a) the acquisition and construction of the Project at a total estimated cost of \$4,630,000; (b) the increase of the estimated cost under certain circumstances; (c) the payment in cash from available funds by the City of Troy in the amount of \$3,592,508 to defray part of the cost of acquiring and constructing the Project; (d) the issuance of County bonds in one or more series in the estimated aggregate amount of \$1,037,492 to defray the remaining cost of acquiring and constructing the Project; and (e) the pledge of the full faith and credit of the Charter Township of Bloomfield to the payment of the amounts due the County as specified in the Contract that shall be sufficient to pay the principal of and interest

on such bonds. The amount of the cash payment to be made by the City of Troy and the amount of bonds to be issued by the County may be increased if the cost of the Project exceeds the current estimate.

**CITY OF TROY'S  
CONTRACTUAL OBLIGATION AND SOURCE OF PAYMENT**

The City of Troy is obligated to pay its share of the cost of the Project in cash at the time the aforementioned bonds are to be issued by the County of Oakland. Although the City intends to make the aforementioned cash payment in the present estimated amount of \$3,592,508 from available City funds, the full faith and credit of the City of Troy have been pledged in the contract for the making of such payment as the same shall become due. Any taxes levied by the City for the payment of its obligation to the County will be subject to applicable charter, statutory and constitutional tax limitations.

**RIGHT TO PETITION FOR REFERENDUM ON CONTRACT**

This notice is given by order of the City Council to and for the benefit of the electors and taxpayers residing in the City of Troy and any other interested persons in order to inform them of their right to petition for a referendum upon the contract. The contract will not become effective until the expiration of 45 days after the publication of this notice. If, within said 45-day period, a petition signed by 10% or 15,000, whichever is the lesser, of the registered electors residing within the City of Troy is filed with the City Clerk requesting a referendum upon the contract, the contract will not become effective until approved by a majority of the electors of the City of Troy qualified to vote and voting thereon at a general or special election.

FURTHER INFORMATION

Further information relative to the subject matter of the contract and this notice, including the description and location of the Project, may be secured at the office of the City Clerk where a copy of the contract is available for examination during normal business hours.

This notice is given pursuant to the provisions of Section 5b of Act 342, Public Acts of Michigan, 1939, as amended.

Aileen Bittner, Clerk  
City of Troy

EVERGREEN FARMINGTON SEWAGE DISPOSAL SYSTEMS  
NORTH EVERGREEN INTERCEPTOR WATTLES ROAD STORAGE CONTRACT

THIS CONTRACT, made and entered into as of the 1<sup>st</sup> day of May, 2015, by and among the COUNTY OF OAKLAND, a county corporation in the State of Michigan (hereinafter sometimes referred to as the "County"), by and through its Water Resources Commissioner, County Agency, and the CHARTER TOWNSHIP OF BLOOMFIELD, a Michigan charter township ("Bloomfield Township"), and the CITY OF TROY, a Michigan home rule city ("Troy"), both located in the County of Oakland, State of Michigan, (Bloomfield Township and Troy are hereinafter sometimes referred to as the "Municipalities" or individually, a "Municipality").

W I T N E S S E T H:

WHEREAS, pursuant to Act No. 342, Public Acts of Michigan, 1939, as amended (hereinafter sometimes referred to as "Act 342"), the Board of Commissioners of the County, by Resolution No. 7674, adopted September 2, 1976, authorized and directed that there be established by consolidation and merger a county system of sewage disposal improvements and services to serve the Municipalities and other municipalities in the County, said system to be known as the "Evergreen and Farmington Sewage Disposal Systems" (hereinafter sometimes referred to as the "System"), and designated the Oakland County Drain Commissioner (now the Oakland County Water Resources Commissioner) as the county agency for the System with all powers and duties with respect thereto as are provided by Act 342 (said Water Resources Commissioner being hereinafter sometimes referred to as the "County Agency"); and

WHEREAS, under and subject to the terms of Act 342, the County is authorized, through the County Agency, to acquire and construct the sewage disposal facilities hereinafter described

as constituting the project as part of the System (the "Project"), the County and the Municipalities are authorized to enter into a contract, as hereinafter provided, for the acquisition and construction of the Project by the County and for financing part of the cost thereof by Troy in cash from available funds and for the payment of the remaining cost thereof by the issuance of bonds by the County secured by the pledge of the full faith and credit of Bloomfield Township to pay such cost with interest to the County in installments extending over a period not exceeding forty (40) years, and the County is authorized to issue such bonds and, if authorized by majority vote of the members-elect of its Board of Commissioners, to pledge its full faith and credit for the payment of such bonds and the interest thereon; and

WHEREAS, there is an urgent need of such sewage disposal facilities to the Municipalities in order to promote the health and welfare of the residents thereof, which improvements would likewise benefit the County and its residents, and the parties hereto have concluded that such improvements can be provided and financed most economically and efficiently by the County through the exercise of the powers conferred by Act 342, and especially sections 5a, 5b and 5c thereof; and

WHEREAS, preliminary plans for the Project and estimates of the cost and period of usefulness thereof have been prepared, all of which have been submitted to and approved by the Board of Commissioners of the County and the governing bodies of the Municipalities and placed on file with said Board of Commissioners in the office of the County Agency, said estimates being set forth in Exhibit B hereunto attached; and

WHEREAS, it is proposed that the cost of the Project be financed in whole or in part by cash payments to be made by Troy and the issuance of one or more series of County bonds; and

WHEREAS, in order to provide for the acquisition and construction of the Project by the County and the financing of all or part of the cost thereof by cash payments and the issuance of County bonds, and for other related matters, it is necessary for the parties hereto to enter into this contract.

THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE COVENANTS OF EACH OTHER, THE PARTIES HERETO AGREE as follows:

1. The parties hereto approve and agree to the acquisition, construction and financing of the Project as herein provided, under and pursuant to Act 342. The Municipalities by way of compliance with Section 29, Article VII, Michigan Constitution of 1963, consent and agree to the establishment and location of the Project within their corporate boundaries and to the use by the County of their streets, highways, alleys, lands, rights-of-way or other public places for the purpose and facilities of the Project and any improvements, enlargements or extensions thereof, and the Municipalities further agree that, in order to evidence and effectuate the foregoing agreement and consent, they will execute and deliver to the County such grants of easement, right-of-way, license, permit or consent as may be requested by the County.

2. The Project shall consist of the sewage disposal system facilities as described and specified in the preliminary plans set forth in Exhibit A, which is hereunto attached and is made a part hereof, and which preliminary plans are on file with the County Agency and are approved and adopted. The Project shall be acquired and constructed substantially in accordance with said preliminary plans and in accordance with final plans and specifications to be prepared and submitted by the consulting engineers, but variations therefrom that do not materially change the location, capacities or overall design of the Project, and that do not require an increase in the total estimated cost of the Project, may be permitted on the authority of the County Agency. Other variations or changes may be made if approved by the County Agency and by resolution of

the governing body of each Municipality and if provisions required by paragraph 5 hereof are made for payment or financing of any resulting increase in the total estimated cost. The estimate of the cost of the Project and the estimate of the period of usefulness thereof as set forth in Exhibit B are approved and adopted.

3. The County Agency shall take or cause to be taken all actions required or necessary, in accordance with Act 342, to procure the issuance and sale of bonds by the County, in one or more series, in whatever aggregate principal amount is necessary to finance that portion of the cost of the Project which is in excess of the cash payments to be made by Troy as provided in paragraph 6 hereof. Such bonds shall be issued in anticipation of, and be payable primarily from, the payments to be made by Bloomfield Township to the County as provided in this contract, and shall be secured secondarily, if so voted by the Board of Commissioners of the County, by a pledge of the full faith and credit of the County, and the said bonds shall be payable in annual maturities the last of which shall be not more than forty years from the date thereof.

4. The County Agency shall proceed to take construction bids for the Project and, subject to the sale and delivery of County bonds and receipt of the cash payments to be made under this contract by Troy, enter into construction contracts with the lowest responsible bidder or bidders, procure from the contractors all necessary and proper bonds, cause the Project to be constructed within a reasonable time, and do all other things required by this contract and the laws of the State of Michigan. The County Agency may, in its sole discretion, retain the services of a third-party engineering firm to perform contract administration of the Project, and payment for such services shall be the responsibility of the Municipalities as part of the cost of the Project as described in paragraph 6 hereof. All certificates for required payments to contractors shall be approved by the consulting engineers before presentation to the County Agency and the latter shall be entitled to rely on such approval in making payments.

5. In the event that it shall become necessary to increase the estimated cost of the Project for any reason, or if the actual cost of the Project shall exceed the estimated cost, whether as the result of variations or changes made in the approved plans or otherwise, then the County Agency shall not be obligated to pay such increased or excess cost unless the governing body of each Municipality shall have adopted a resolution approving such increase or excess and agreeing that the same (or such part thereof as is not available from other sources) shall be defrayed by the issuance of increased or additional bonds in anticipation of increased or additional payments agreed to be made by the Municipalities to the County in the manner hereinafter provided; provided, however, that the adoption of such resolutions by the governing bodies of the Municipalities shall not be required prior to or as a condition precedent to the issuance of additional bonds by the County if the County previously has issued or contracted to sell bonds to pay part of the cost of the Project and the issuance of the additional bonds is necessary (as determined by the County) to pay such increased, additional or excess costs as are essential to completion of the Project according to the plans as last approved prior to the time when the previous bonds were issued or contracted to be sold.

6. The Municipalities shall pay to the County their respective shares of the cost of the Project. The Municipalities hereby acknowledge that, except as may be pledged by the County for payment of bonds as described in paragraph 3 hereof or as may be advanced by the County pursuant to paragraph 13 hereof, no County general funds shall be appropriated or pledged pursuant to this contract or for the Project. The County's role in the Project is strictly limited to that set forth in Act 342, and the Municipalities shall be solely responsible for all administration, finance and construction costs (including attorney fees and all dispute resolution costs), and all costs of operation and maintenance of the Project. The cost of the Project is hereby allocated to the Municipalities in accordance with the percentages and amounts set forth in Exhibit B. That portion of the cost of the Project representing the costs of issuing the bonds, including County administrative costs relating to the bonds (collectively "Issuance Costs"), shall

be paid by Bloomfield Township as hereinafter provided. Troy shall pay its share of the cost of the Project (less Issuance Costs) to the County in cash on the date that the proceeds of the bonds are received by the County from the purchaser thereof. The balance of the cost of the Project (including Issuance Costs) will be defrayed by the issuance of the County bonds as provided in paragraphs 3 and 5 hereof. Bloomfield Township covenants and agrees to pay the principal of and interest on the bonds and all paying agency and transfer fees and other expenses and charges (including the County Agency's administrative expenses) that are payable on account of the bonds (such fees, expenses and charges being herein called "bond service charges"). The Municipalities covenant and agree to pay all costs and expenses relating to lawsuits as described in paragraph 18 hereof and all items of cost described in paragraph 7 hereof. Such payments of Bloomfield Township shall be made to the County in annual installments, which shall be due and payable at least thirty days prior to each interest payment date specified in the County bonds. Such annual installments shall commence on the date that interest (other than capitalized interest) or principal first becomes payable on the bonds, and the aggregate amount of the installments shall be at least sufficient to pay all principal and interest on the bonds, all bond service charges payable on account of the bonds and all other costs described in this paragraph. The County Agency, within thirty days after delivery of the County bonds to the purchaser, shall furnish the treasurer of Bloomfield Township with a complete schedule of the principal of and interest on the bonds, and the County Agency also, at least thirty days before each payment is due, shall advise the treasurer of Bloomfield Township of the amount payable to the County on such date. If Bloomfield Township fails to make any payment to the County when due, the same shall be subject to a penalty of 1% thereof for each month or fraction thereof that such amount remains unpaid after due. Failure of the County Agency to furnish the schedule or give the notice as above required shall not excuse Bloomfield Township from the obligation to make payments when due. The foregoing obligations shall apply to all bonds issued by the County to defray the cost of the Project. Payments shall be made by Bloomfield Township when due whether or not the Project has then been completed or placed in operation.

7. The County Agency is hereby authorized, but not required, to utilize County personnel for the administration of the Project. The Municipalities agree that the costs of contract administration, auditing and financial services shall be part of the cost of the Project for purposes of paragraph 6 hereof, whether such services are provided by County personnel or third parties. In the case of County personnel, the costs attributed to the Project shall include the allocable share of such personnel's salary and fringe benefits to the Project as determined by the County Agency.

8. Bloomfield Township may pay in advance of maturity all or any part of its installment due the County on the bonds by surrendering to the County bonds issued hereunder of a like principal amount maturing in the same calendar year or by paying to the County in cash the principal amount of any County bonds that are subject to redemption prior to maturity, plus all interest thereon to the first date upon which such bonds may be called for redemption, and plus all applicable call premiums and bond service charges, and in such event the County Agency shall call said bonds for redemption at the earliest possible date. The installments or parts thereof so prepaid shall be deemed to be the installments or parts thereof falling due in the same calendar year as the maturity dates of the bonds surrendered or called for redemption.

9. The proceeds of sale of the bonds shall be used solely and only to pay that portion of the cost of the Project allocable to Bloomfield Township, and after completion thereof and payment of all costs in connection therewith, any surplus remaining from the sale of the bonds shall be (i) used to purchase the bonds on the open market or (ii) retained by the County Agency as a reserve for payment of the bond principal and interest maturities next falling due, and in such event the contract obligations of Bloomfield Township in respect to such bonds or such maturities shall be reduced by the principal amount of bonds so purchased or of said reserve, said reduction in case of the purchase of bonds to be applied as to year in accordance with the year of the maturity of the bonds so purchased. Any bonds so purchased shall be cancelled. In the

alternative, such surplus may be used, on request of Bloomfield Township and approval by the Board of Commissioners of the County, to extend, enlarge or improve the System or to acquire and construct additional sewage disposal system improvements and facilities to serve Bloomfield Township.

10. Each Municipality, pursuant to the authorization of Section 5a of Act 342, hereby pledges its full faith and credit for the prompt and timely payment of its obligations expressed in this contract (which obligations, in the case of Troy, are limited to making a single cash payment to the County as provided in paragraph 6 hereof) and, subject to applicable constitutional, statutory and charter tax limitations, each year shall levy a tax in an amount that, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay its obligations under this contract becoming due before the time of the following year's tax collections; provided, however, that if at the time of making its annual tax levy, the Municipalities shall have on hand in cash other funds (or to its credit in the hands of the County), including special assessment funds and sewage disposal system revenues, that have been set aside and pledged or are otherwise available for the payment of such contractual obligations falling due prior to the time of the next tax collection, then the annual tax levy may be reduced by such amount. The governing body of Bloomfield Township each year, at least 90 days prior to the final date provided by law or charter for the making of the annual tax levy, shall submit to the County Agency a written statement setting forth the amount of its obligations to the County that become due and payable under this contract prior to the time of the next following year's tax collections, the amount of the funds that Bloomfield Township has or will have on hand or to its credit in the hands of the County that have been set aside and pledged for payment of said obligations to the County and the amount of the taxes next proposed to be levied for the purpose of raising money to meet such obligations. The County Agency promptly shall review such statement and, if it finds that the proposed tax levy is insufficient, it shall so notify the governing body of Bloomfield Township. The County Agency agrees to use any Bloomfield Township's funds on

hand with the County Agency, to the extent available, to make Bloomfield Township's payments due on this contract as directed by Bloomfield Township. Bloomfield Township hereby covenants and agrees that it will thereupon increase its levy to such extent as may be required by the County Agency.

11. In the event that a Municipality shall fail for any reason to pay to the County Agency at the times herein specified the amounts herein required to be paid, the state treasurer or other official charged with the disbursement of unrestricted state funds returnable to the Municipality pursuant to the Michigan constitution is authorized hereby to withhold sufficient funds to make up any default or deficiency in funds. In the event the County is required to advance any money by reason of its pledge of full faith and credit on the bonds to be issued to finance the acquisition and construction of the Project on account of the delinquency of Bloomfield Township, the County Treasurer shall notify the state treasurer to deduct the amount of money so advanced by the County from any unrestricted moneys in the state treasurer's possession belonging to Bloomfield Township and to pay such amount to the County. In addition to the foregoing, the County shall have all other rights and remedies provided by law to enforce the obligations of the Municipalities to make payments in the manner and at the times required by this contract. It is specifically recognized by Bloomfield Township that the payments required to be made by it pursuant to the terms of this contract are to be pledged for the payment of the principal of and interest on bonds to be issued by the County, and Bloomfield Township covenants and agrees that it will make its required payments to the County promptly and at the times herein specified, without regard as to whether the Project herein contemplated is actually completed or placed in operation; provided, however, that nothing herein contained shall limit the obligation of the County to perform in accordance with the covenants contained herein.

12. No change in the jurisdiction over any territory in either of the Municipalities shall impair in any manner the obligations of this contract or affect the obligations of the

Municipalities hereunder. In the event that all or any part of the territory of either Municipality is incorporated as a new city or village or is annexed to or becomes a part of the territory of another municipality, the municipality into which such territory is incorporated or to which such territory is annexed shall assume the proper proportionate share of the contractual obligations (including the pledge of full faith and credit) of such Municipality, which proper proportionate share shall be fixed and determined by the County Agency and shall be binding upon all parties concerned unless, within sixty (60) days after such incorporation or annexation becomes effective, the governing body of the municipality into which such territory is incorporated or to which such territory is annexed and the governing body of such Municipality shall by mutual agreement and with the written approval of the County Agency fix and determine such proper proportionate share. The County Agency, prior to making such determination, shall receive a written recommendation as to the proper proportionate share from a committee composed of one representative designated by the governing body of such Municipality, one designated by the governing body of the new municipality or the municipality incorporating or annexing such territory and one independent registered engineer appointed by the County Agency. Each governmental unit shall appoint its representative within fifteen (15) days after being notified to do so by the County Agency and within a like time the County Agency shall appoint the engineer third member. If any such representative (other than the appointee of the County Agency) is not appointed within the time above provided, then the County Agency may proceed without said recommendation. If the committee shall not make the recommendation within forty-five (45) days after its appointment or within any extension thereof by the County Agency, then the County Agency may proceed without such recommendation.

13. The County may advance funds, if approved by resolution adopted by a 2/3 vote of the members-elect of its Board of Commissioners (as required by Section 8 of Act 342) for administrative expenses, including engineering, legal and consulting expenses, incurred by the County Agency in the performance of its duties and powers authorized by Act 342 and for

purposes of obtaining maps, plans, designs, specifications, cost estimates, rights-of-way and permits for the Project. In such event, and to avoid paying interest on the advance, the Municipalities shall, not later than two years after the date of adoption of the resolution of the County Board of Commissioners approving such advance, reimburse the County for their respective shares of the amount of any such advance; provided, however, that (i) the County Board of Commissioners may extend the due date of such reimbursement by resolution adopted by a 2/3 vote of its members-elect and (ii) the respective obligation of each Municipality shall be reduced to the extent that County bonds are issued and the proceeds thereof are used to reimburse the County for such advances. The obligations of the Municipalities to pay the amounts set forth in this paragraph are full faith and credit obligations as described in paragraph 10 hereof. The County shall have all rights and remedies provided by this contract and Act 342 and otherwise pursuant to law to enforce the obligations of the Municipalities described in this paragraph. In the event that either Municipality fails to reimburse the County for an advance made pursuant to this paragraph when due, such Municipality shall pay to the County interest on such unreimbursed amount from the date of such advance to the date of repayment at the interest rate prevailing on six-month United States Treasury Bills on the date of adoption of the resolution of the County Board of Commissioners approving the advance, to be compounded quarterly.

14. If County bonds are not sold to finance the acquisition and construction of any portion of the Project within three years from the date of this contract through no fault of the County or if the Project is abandoned for any reason, the Municipalities shall pay, or reimburse the County for the payment of, all engineering, legal and other costs and expenses incurred by the County Agency in connection with the Project in the percentages set forth in Exhibit B and the Municipalities shall be entitled to all plans, specifications and other engineering data and materials. The provisions of this paragraph may be waived or extended, either before or after the

expiration of the three year period, by resolution of each of the governing bodies of the Municipalities and the Board of Commissioners of the County.

15. After completion of the Project the operation and maintenance of the Project shall be in accordance with applicable agreements between the County and the Municipalities.

16. It is understood and agreed by the parties hereto that the System is to serve the Municipalities and not the individual property owners and users thereof, unless by special arrangement between the County Agency and the Municipalities. The responsibility of requiring connection to and use of the System and/or providing such additional facilities as may be needed shall be that of the Municipality wherein such property is located and such Municipality shall cause to be constructed and maintained, directly or through the County, any such necessary additional facilities. The County shall not be obligated to acquire or construct any facilities other than those designated in paragraph 2 hereof.

17. The County shall have no obligation or responsibility for providing facilities except as herein expressly provided with respect to the acquisition and construction of the Project or as otherwise provided by contract. The Municipalities shall have the authority and the responsibility to provide such other facilities and shall have the right to expand the facilities of the System by constructing or extending sewers or related facilities, connecting the same to the System, and otherwise improving the System. It is expressly agreed, nevertheless, that no such connection shall be made to the System and no improvements, enlargements or extensions thereof shall be made without first securing a permit therefor from the County. Any such permit may be made conditional upon inspection and approval of new construction by the County.

18. The parties hereto agree that the costs and expenses of any lawsuits or Claims (as hereinafter defined) arising directly or indirectly out of this contract or the construction or

financing of the Project, to the extent that such costs and expenses are chargeable against the County or the County Agency, shall be deemed to constitute a part of the cost of the Project and shall be paid by the Municipalities in the same manner as herein provided with respect to other costs of the Project. In the event of such litigation or claims, the County Agency shall consult with the Municipalities and shall retain legal counsel agreeable to the County and the Municipalities to represent the County; provided that if the County and the Municipalities cannot agree as to such representation within a reasonable time, the County Agency shall exercise its discretion as to the retention of such counsel. In this contract, "Claims" means any alleged losses, claims, complaints, demands for relief or damages, liability, penalties, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or assessed against the County, County Agency or Municipalities, or for which the County, County Agency or Municipalities may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the State constitution, any federal or State statute, rule, regulation, or any alleged violation of federal or State common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened. This paragraph shall not apply to a lawsuit instituted by either of the Municipalities to enforce their respective rights under this contract.

19. All powers, duties and functions vested by this contract in the County shall be exercised and performed by the County Agency, for and on behalf of the County, unless otherwise provided by law or in this contract.

20. The parties hereto recognize that the holders from time to time of the bonds to be issued by the County under the provisions of Act 342, and secured by the full faith and credit

pledge of Bloomfield Township to the payment of the principal of and interest on the bonds as set forth in this contract, will have contractual rights in this contract, and it is therefore covenanted and agreed that so long as any of said bonds shall remain outstanding and unpaid, the provisions of this contract shall not be subject to any alteration or revision that would affect adversely either the security of the bonds or the prompt payment of principal or interest thereon. The right to make changes in this contract, by amendment, supplemental contract or otherwise is nevertheless reserved insofar as the same do not have such adverse effect. The parties hereto further covenant and agree that they each will comply with their respective duties and obligations under the terms of this contract promptly, at the times and in the manner herein set forth, and will not suffer to be done any act that would impair in any way the contract of said bonds, the security therefor or the prompt payment of principal and interest thereon. It is declared hereby that the terms of this contract and of any amendatory or supplemental contract and any contract entered into pursuant hereto, insofar as they pertain to said bonds or to the payment of the security thereof, shall be deemed to be for the benefit of the holders of said bonds.

21. In the event that any one or more of the provisions of this contract for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, but this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. This contract shall become effective after its execution by each party hereto and the expiration of 45 days after the date of publication of the notice required by Section 5b of Act 342; provided, however, that if, within the 45-day period, a proper petition is filed with the Clerk of either Municipality in accordance with the provisions of Section 5b of Act 342, this contract shall not become effective until approved by the vote of a majority of the electors residing in such Municipality qualified to vote and voting thereon at a general or special election. This contract shall terminate forty (40) years from its date or on such earlier date when the

Municipalities are not in default hereunder and the principal, interest and bond service charges on the bonds issued as hereinabove described and all other amounts owed by the Municipalities to the County hereunder are fully paid and discharged. This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing herein contained, however, shall require the County to finance the Project if it is unable to sell the bonds to finance the same. This contract may be executed in any number of counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed and delivered by the undersigned, being duly authorized by their respective governing bodies.

COUNTY OF OAKLAND

Executed on \_\_\_\_\_, 2015

By: \_\_\_\_\_  
County Water Resources Commissioner  
(County Agency)

CHARTER TOWNSHIP OF BLOOMFIELD

Executed on \_\_\_\_\_, 2015

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

And: \_\_\_\_\_  
Clerk

CITY OF TROY

Executed on \_\_\_\_\_, 2015

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

And: \_\_\_\_\_  
Clerk

EXHIBIT "A"  
EVERGREEN FARMINGTON SEWAGE DISPOSAL SYSTEM  
NORTH EVERGREEN INTERCEPTOR  
WATTLES ROAD STORAGE PROJECT DESCRIPTION (B3)

The Evergreen Farmington Sewage Disposal System (EFSDS) North Evergreen Interceptor (NEI) Program will consist of design and construction of three (3) projects as described in the NEI SRF Project Plan. The NEI Projects are required per an administrative Consent Order (ACO) issued by the Michigan Department of Environmental Quality. The NEI projects will provide linear pipe storage, parallel relief and storage and sewer system hydraulic improvements for the EFSDS communities. These improvements are needed to store excess wet weather sanitary flows that would have otherwise become a sanitary sewer overflow (SSO) due to limited hydraulic capacity in the existing Evergreen Interceptor.

The Wattles Road Storage project consists of approximately 3,500 feet of new 60" sanitary sewer to provide 0.51 MG of storage and will be located along Wattles Road. It will be placed in Wattles Road both east and west of Adams Road (see Figure No. 1).

This NEI project is serving both Bloomfield Township and City of Troy. The project costs and community cost allocations are provided in Exhibit B.



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

	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Cost</u>
<b>1) Contracted Services:</b>				
Wattles Road Linear Storage	LS	1	\$ 3,011,000	\$ 3,011,000
			Sub-Total	\$ 3,011,000
<b>2) Project Development</b>				
<b>Consulting Engineering:</b>				
Design				\$ 236,500
Construction				\$ 270,990
Soil Borings and Material Testing				\$ 60,220
			Sub-Total	\$ 568,000
<b>3) Contracted Services: Project Financing (1)</b>				
Bond Counsel				\$ 7,000
Financial Consultant				\$ 4,000
Official Statement				\$ 2,000
Bond Rating Fees				\$ 7,000
Bond Discount (1 1/2%)				\$ 16,000
			Sub-Total	\$ 36,000
<b>4) County Services:</b>				
Administration				\$ 40,100
Engineering				\$ 150,550
Right-Of-Way				\$ 30,110
Construction Inspection				\$ 240,880
Surveying				\$ 90,330
			Sub-Total	\$ 552,000
<b>5) Contingency</b>				<u>\$ 463,000</u>
			<b>Estimate of Probable Project Cost</b>	<b>\$ 4,630,000</b>

**6) CVT Shares/Allocation:**

Bloomfield Twp.	21.8%	\$ 1,037,492
Troy	78.2%	\$ 3,592,508
Total	100.0%	\$ 4,630,000

Note (1) - Project Financing Fees are added into Bloomfield Townships Costs only. The City of Troy is paying cash for their share of the project.

**I hereby certify the period of usefulness of these facilities to be forty (40) years and upwards.**

By: Thomas G. Maxwell  
**Thomas G. Maxwell, P.E.**  
**Project Engineer**

Date: March 30, 2015

CITY OF TROY  
OAKLAND COUNTY, MICHIGAN

NOTICE OF ADOPTION OF RESOLUTION BY CITY COUNCIL  
AUTHORIZING EXECUTION OF A CONTRACT PLEDGING  
THE FULL FAITH AND CREDIT OF THE  
CITY AND NOTICE OF RIGHT OF REFERENDUM  
NEI HYDRAULIC IMPROVEMENTS PROJECT

TO ALL ELECTORS AND TAXPAYERS OF  
THE CITY OF TROY AND OTHER  
INTERESTED PERSONS:

NOTICE IS HEREBY GIVEN, that the City Council of the City of Troy has adopted a resolution approving and authorizing the execution and delivery of a contract between the County of Oakland (hereinafter sometimes referred to as the "County") and the City of Troy, the City of Bloomfield Hills and the Charter Township of Bloomfield (collectively, the "Municipalities") pursuant to the provisions of Act 342, Public Acts of Michigan, 1939, as amended, relative to the acquisition, construction and financing of improvements and facilities comprising the Evergreen Farmington Sewage Disposal System North Evergreen Interceptor NEI Hydraulic Improvements as more specifically set forth in the contract (the "Project").

PURPOSE OF CONTRACT

The contract has for its purpose and provides for (a) the acquisition and construction of the Project at a total estimated cost of \$1,016,000; (b) the increase of the estimated cost under certain circumstances; (c) the payment in cash from available funds by the City of Bloomfield Hills in the amount of \$30,380 and by the City of Troy in the amount of \$699,720 to defray part of the cost of acquiring and constructing the Project; (d) the issuance of County bonds in one or more series in the estimated aggregate amount of \$285,900 to defray the remaining cost of acquiring and constructing the Project; and (e) the pledge of the full faith and credit of the

Charter Township of Bloomfield to the payment of the amounts due the County as specified in the Contract that shall be sufficient to pay the principal of and interest on such bonds. The amount of cash payments to be made by the City of Bloomfield Hills and the City of Troy and the amount of bonds to be issued by the County may be increased if the cost of the Project exceeds the current estimate.

**CITY OF TROY'S CONTRACTUAL  
OBLIGATION AND SOURCE OF PAYMENT**

The City of Troy is obligated to pay its share of the cost of the Project in cash at the time the aforementioned bonds are to be issued by the County of Oakland. Although the City intends to make the aforementioned cash payment in the present estimated amount of \$699,720 from available City funds, the full faith and credit of the City of Troy have been pledged in the contract for the making of such payment as the same shall become due. Any taxes levied by the City for the payment of its obligation to the County will be subject to applicable charter, statutory and constitutional tax limitations.

**RIGHT TO PETITION FOR REFERENDUM ON CONTRACT**

This notice is given by order of the City Council to and for the benefit of the electors and taxpayers residing in the City of Troy and any other interested persons in order to inform them of their right to petition for a referendum upon the contract. The contract will not become effective until the expiration of 45 days after the publication of this notice. If, within said 45-day period, a petition signed by 10% or 15,000, whichever is the lesser, of the registered electors residing within the City of Troy is filed with the City Clerk requesting a referendum upon the contract, the contract will not become effective until approved by a majority of the electors of the City of Troy qualified to vote and voting thereon at a general or special election.

FURTHER INFORMATION

Further information relative to the subject matter of the contract and this notice, including the description and location of the Project, may be secured at the office of the City Clerk where a copy of the contract is available for examination during normal business hours.

This notice is given pursuant to the provisions of Section 5b of Act 342, Public Acts of Michigan, 1939, as amended.

Aileen Bittner, Clerk  
City of Troy

EVERGREEN FARMINGTON SEWAGE DISPOSAL SYSTEMS  
NORTH EVERGREEN INTERCEPTOR  
NEI HYDRAULIC IMPROVEMENTS CONTRACT

THIS CONTRACT, made and entered into as of the 1<sup>st</sup> day of May, 2015, by and among the COUNTY OF OAKLAND, a county corporation in the State of Michigan (hereinafter sometimes referred to as the "County"), by and through its Water Resources Commissioner, County Agency, and the CHARTER TOWNSHIP OF BLOOMFIELD, a Michigan charter township ("Bloomfield Township"), the CITY OF BLOOMFIELD HILLS, a Michigan home rule city ("Bloomfield Hills"), and the CITY OF TROY, a Michigan home rule city ("Troy"), all located in the County of Oakland, State of Michigan, (Bloomfield Township, Bloomfield Hills and Troy are hereinafter sometimes referred to as the "Municipalities" or individually, a "Municipality").

W I T N E S S E T H:

WHEREAS, pursuant to Act No. 342, Public Acts of Michigan, 1939, as amended (hereinafter sometimes referred to as "Act 342"), the Board of Commissioners of the County, by Resolution No. 7674, adopted September 2, 1976, authorized and directed that there be established by consolidation and merger a county system of sewage disposal improvements and services to serve the Municipalities and other municipalities in the County, said system to be known as the "Evergreen and Farmington Sewage Disposal Systems" (hereinafter sometimes referred to as the "System"), and designated the Oakland County Drain Commissioner (now the Oakland County Water Resources Commissioner) as the county agency for the System with all powers and duties with respect thereto as are provided by Act 342 (said Water Resources Commissioner being hereinafter sometimes referred to as the "County Agency"); and

WHEREAS, under and subject to the terms of Act 342, the County is authorized, through the County Agency, to acquire and construct the sewage disposal facilities hereinafter described as constituting the project as part of the System (the "Project"), the County and the Municipalities are authorized to enter into a contract, as hereinafter provided, for the acquisition and construction of the Project by the County and for financing part of the cost thereof by Bloomfield Hills and Troy in cash from available funds and for the payment of the remaining cost thereof by the issuance of bonds by the County secured by the pledge of the full faith and credit of Bloomfield Township to pay such cost with interest to the County in installments extending over a period not exceeding forty (40) years, and the County is authorized to issue such bonds and, if authorized by majority vote of the members-elect of its Board of Commissioners, to pledge its full faith and credit for the payment of such bonds and the interest thereon; and

WHEREAS, there is an urgent need of such sewage disposal facilities to the Municipalities in order to promote the health and welfare of the residents thereof, which improvements would likewise benefit the County and its residents, and the parties hereto have concluded that such improvements can be provided and financed most economically and efficiently by the County through the exercise of the powers conferred by Act 342, and especially sections 5a, 5b and 5c thereof; and

WHEREAS, preliminary plans for the Project and estimates of the cost and period of usefulness thereof have been prepared, all of which have been submitted to and approved by the Board of Commissioners of the County and the governing bodies of the Municipalities and placed on file with said Board of Commissioners in the office of the County Agency, said estimates being set forth in Exhibit B hereunto attached; and

WHEREAS, it is proposed that the cost of the Project be financed in whole or in part by cash payments to be made by Bloomfield Hills and Troy and the issuance of one or more series of County bonds; and

WHEREAS, in order to provide for the acquisition and construction of the Project by the County and the financing of all or part of the cost thereof by cash payments and the issuance of County bonds, and for other related matters, it is necessary for the parties hereto to enter into this contract.

THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE COVENANTS OF EACH OTHER, THE PARTIES HERETO AGREE as follows:

1. The parties hereto approve and agree to the acquisition, construction and financing of the Project as herein provided, under and pursuant to Act 342. The Municipalities by way of compliance with Section 29, Article VII, Michigan Constitution of 1963, consent and agree to the establishment and location of the Project within their corporate boundaries and to the use by the County of their streets, highways, alleys, lands, rights-of-way or other public places for the purpose and facilities of the Project and any improvements, enlargements or extensions thereof, and the Municipalities further agree that, in order to evidence and effectuate the foregoing agreement and consent, they will execute and deliver to the County such grants of easement, right-of-way, license, permit or consent as may be requested by the County.

2. The Project shall consist of the sewage disposal system facilities as described and specified in the preliminary plans set forth in Exhibit A, which is hereunto attached and is made a part hereof, and which preliminary plans are on file with the County Agency and are approved and adopted. The Project shall be acquired and constructed substantially in accordance with said preliminary plans and in accordance with final plans and specifications to be prepared and

submitted by the consulting engineers, but variations therefrom that do not materially change the location, capacities or overall design of the Project, and that do not require an increase in the total estimated cost of the Project, may be permitted on the authority of the County Agency. Other variations or changes may be made if approved by the County Agency and by resolution of the governing body of each Municipality and if provisions required by paragraph 5 hereof are made for payment or financing of any resulting increase in the total estimated cost. The estimate of the cost of the Project and the estimate of the period of usefulness thereof as set forth in Exhibit B are approved and adopted.

3. The County Agency shall take or cause to be taken all actions required or necessary, in accordance with Act 342, to procure the issuance and sale of bonds by the County, in one or more series, in whatever aggregate principal amount is necessary to finance that portion of the cost of the Project which is in excess of the cash payments to be made by Bloomfield Hills and Troy as provided in paragraph 6 hereof. Such bonds shall be issued in anticipation of, and be payable primarily from, the payments to be made by Bloomfield Township to the County as provided in this contract, and shall be secured secondarily, if so voted by the Board of Commissioners of the County, by a pledge of the full faith and credit of the County, and the said bonds shall be payable in annual maturities the last of which shall be not more than forty years from the date thereof.

4. The County Agency shall proceed to take construction bids for the Project and, subject to the sale and delivery of County bonds and receipt of the cash payments to be made under this contract by Bloomfield Hills and Troy, enter into construction contracts with the lowest responsible bidder or bidders, procure from the contractors all necessary and proper bonds, cause the Project to be constructed within a reasonable time, and do all other things required by this contract and the laws of the State of Michigan. The County Agency may, in its sole discretion, retain the services of a third-party engineering firm to perform contract

administration of the Project, and payment for such services shall be the responsibility of the Municipalities as part of the cost of the Project as described in paragraph 6 hereof. All certificates for required payments to contractors shall be approved by the consulting engineers before presentation to the County Agency and the latter shall be entitled to rely on such approval in making payments.

5. In the event that it shall become necessary to increase the estimated cost of the Project for any reason, or if the actual cost of the Project shall exceed the estimated cost, whether as the result of variations or changes made in the approved plans or otherwise, then the County Agency shall not be obligated to pay such increased or excess cost unless the governing body of each Municipality shall have adopted a resolution approving such increase or excess and agreeing that the same (or such part thereof as is not available from other sources) shall be defrayed by the issuance of increased or additional bonds in anticipation of increased or additional payments agreed to be made by the Municipalities to the County in the manner hereinafter provided; provided, however, that the adoption of such resolutions by the governing bodies of the Municipalities shall not be required prior to or as a condition precedent to the issuance of additional bonds by the County if the County previously has issued or contracted to sell bonds to pay part of the cost of the Project and the issuance of the additional bonds is necessary (as determined by the County) to pay such increased, additional or excess costs as are essential to completion of the Project according to the plans as last approved prior to the time when the previous bonds were issued or contracted to be sold.

6. The Municipalities shall pay to the County their respective shares of the cost of the Project. The Municipalities hereby acknowledge that, except as may be pledged by the County for payment of bonds as described in paragraph 3 hereof or as may be advanced by the County pursuant to paragraph 13 hereof, no County general funds shall be appropriated or pledged pursuant to this contract or for the Project. The County's role in the Project is strictly

limited to that set forth in Act 342, and the Municipalities shall be solely responsible for all administration, finance and construction costs (including attorney fees and all dispute resolution costs), and all costs of operation and maintenance of the Project. The cost of the Project is hereby allocated to the Municipalities in accordance with the percentages and amounts set forth in Exhibit B. That portion of the cost of the Project representing the costs of issuing the bonds, including County administrative costs relating to the bonds (collectively "Issuance Costs"), shall be paid by Bloomfield Township as hereinafter provided. Bloomfield Hills and Troy shall pay their respective shares of the cost of the Project (less Issuance Costs) to the County in cash on the date that the proceeds of the bonds are received by the County from the purchaser thereof. The balance of the cost of the Project (including Issuance Costs) will be defrayed by the issuance of the County bonds as provided in paragraphs 3 and 5 hereof. Bloomfield Township covenants and agrees to pay the principal of and interest on the bonds and all paying agency and transfer fees and other expenses and charges (including the County Agency's administrative expenses) that are payable on account of the bonds (such fees, expenses and charges being herein called "bond service charges"). The Municipalities covenant and agree to pay all costs and expenses relating to lawsuits as described in paragraph 18 hereof and all items of cost described in paragraph 7 hereof. Such payments of Bloomfield Township shall be made to the County in annual installments, which shall be due and payable at least thirty days prior to each interest payment date specified in the County bonds. Such annual installments shall commence on the date that interest (other than capitalized interest) or principal first becomes payable on the bonds, and the aggregate amount of the installments shall be at least sufficient to pay all principal and interest on the bonds, all bond service charges payable on account of the bonds and all other costs described in this paragraph. The County Agency, within thirty days after delivery of the County bonds to the purchaser, shall furnish the treasurer of Bloomfield Township with a complete schedule of the principal of and interest on the bonds, and the County Agency also, at least thirty days before each payment is due, shall advise the treasurer of Bloomfield Township of the amount payable to the County on such date. If Bloomfield Township fails to make any

payment to the County when due, the same shall be subject to a penalty of 1% thereof for each month or fraction thereof that such amount remains unpaid after due. Failure of the County Agency to furnish the schedule or give the notice as above required shall not excuse Bloomfield Township from the obligation to make payments when due. The foregoing obligations shall apply to all bonds issued by the County to defray the cost of the Project. Payments shall be made by Bloomfield Township when due whether or not the Project has then been completed or placed in operation.

7. The County Agency is hereby authorized, but not required, to utilize County personnel for the administration of the Project. The Municipalities agree that the costs of contract administration, auditing and financial services shall be part of the cost of the Project for purposes of paragraph 6 hereof, whether such services are provided by County personnel or third parties. In the case of County personnel, the costs attributed to the Project shall include the allocable share of such personnel's salary and fringe benefits to the Project as determined by the County Agency.

8. Bloomfield Township may pay in advance of maturity all or any part of its installment due the County on the bonds by surrendering to the County bonds issued hereunder of a like principal amount maturing in the same calendar year or by paying to the County in cash the principal amount of any County bonds that are subject to redemption prior to maturity, plus all interest thereon to the first date upon which such bonds may be called for redemption, and plus all applicable call premiums and bond service charges, and in such event the County Agency shall call said bonds for redemption at the earliest possible date. The installments or parts thereof so prepaid shall be deemed to be the installments or parts thereof falling due in the same calendar year as the maturity dates of the bonds surrendered or called for redemption.

9. The proceeds of sale of the bonds shall be used solely and only to pay that portion of the cost of the Project allocable to Bloomfield Township, and after completion thereof and payment of all costs in connection therewith, any surplus remaining from the sale of the bonds shall be (i) used to purchase the bonds on the open market or (ii) retained by the County Agency as a reserve for payment of the bond principal and interest maturities next falling due, and in such event the contract obligations of Bloomfield Township in respect to such bonds or such maturities shall be reduced by the principal amount of bonds so purchased or of said reserve, said reduction in case of the purchase of bonds to be applied as to year in accordance with the year of the maturity of the bonds so purchased. Any bonds so purchased shall be cancelled. In the alternative, such surplus may be used, on request of Bloomfield Township and approval by the Board of Commissioners of the County, to extend, enlarge or improve the System or to acquire and construct additional sewage disposal system improvements and facilities to serve Bloomfield Township.

10. Each Municipality, pursuant to the authorization of Section 5a of Act 342, hereby pledges its full faith and credit for the prompt and timely payment of its obligations expressed in this contract (which obligations, in the case of Bloomfield Hills and Troy, are limited to making a single cash payment to the County as provided in paragraph 6 hereof) and, subject to applicable constitutional, statutory and charter tax limitations, each year shall levy a tax in an amount that, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay its obligations under this contract becoming due before the time of the following year's tax collections; provided, however, that if at the time of making its annual tax levy, the Municipality shall have on hand in cash other funds (or to its credit in the hands of the County), including special assessment funds and sewage disposal system revenues, that have been set aside and pledged or are otherwise available for the payment of such contractual obligations falling due prior to the time of the next tax collection, then the annual tax levy may be reduced by such amount. The governing body of Bloomfield Township each year, at least 90 days prior to the

final date provided by law or charter for the making of the annual tax levy, shall submit to the County Agency a written statement setting forth the amount of its obligations to the County that become due and payable under this contract prior to the time of the next following year's tax collections, the amount of the funds that Bloomfield Township has or will have on hand or to its credit in the hands of the County that have been set aside and pledged for payment of said obligations to the County and the amount of the taxes next proposed to be levied for the purpose of raising money to meet such obligations. The County Agency promptly shall review such statement and, if it finds that the proposed tax levy is insufficient, it shall so notify the governing body of Bloomfield Township. The County Agency agrees to use any Bloomfield Township's funds on hand with the County Agency, to the extent available, to make Bloomfield Township's payments due on this contract as directed by Bloomfield Township. Bloomfield Township hereby covenants and agrees that it will thereupon increase its levy to such extent as may be required by the County Agency.

11. In the event that a Municipality shall fail for any reason to pay to the County Agency at the times herein specified the amounts herein required to be paid, the state treasurer or other official charged with the disbursement of unrestricted state funds returnable to the Municipality pursuant to the Michigan constitution is authorized hereby to withhold sufficient funds to make up any default or deficiency in funds. In the event the County is required to advance any money by reason of its pledge of full faith and credit on the bonds to be issued to finance the acquisition and construction of the Project on account of the delinquency of Bloomfield Township, the County Treasurer shall notify the state treasurer to deduct the amount of money so advanced by the County from any unrestricted moneys in the state treasurer's possession belonging to Bloomfield Township and to pay such amount to the County. In addition to the foregoing, the County shall have all other rights and remedies provided by law to enforce the obligations of the Municipalities to make payments in the manner and at the times required by this contract. It is specifically recognized by Bloomfield Township that the

payments required to be made by it pursuant to the terms of this contract are to be pledged for the payment of the principal of and interest on bonds to be issued by the County, and Bloomfield Township covenants and agrees that it will make its required payments to the County promptly and at the times herein specified, without regard as to whether the Project herein contemplated is actually completed or placed in operation; provided, however, that nothing herein contained shall limit the obligation of the County to perform in accordance with the covenants contained herein.

12. No change in the jurisdiction over any territory in any of the Municipalities shall impair in any manner the obligations of this contract or affect the obligations of the Municipalities hereunder. In the event that all or any part of the territory of any Municipality is incorporated as a new city or village or is annexed to or becomes a part of the territory of another municipality, the municipality into which such territory is incorporated or to which such territory is annexed shall assume the proper proportionate share of the contractual obligations (including the pledge of full faith and credit) of such Municipality, which proper proportionate share shall be fixed and determined by the County Agency and shall be binding upon all parties concerned unless, within sixty (60) days after such incorporation or annexation becomes effective, the governing body of the municipality into which such territory is incorporated or to which such territory is annexed and the governing body of such Municipality shall by mutual agreement and with the written approval of the County Agency fix and determine such proper proportionate share. The County Agency, prior to making such determination, shall receive a written recommendation as to the proper proportionate share from a committee composed of one representative designated by the governing body of such Municipality, one designated by the governing body of the new municipality or the municipality incorporating or annexing such territory and one independent registered engineer appointed by the County Agency. Each governmental unit shall appoint its representative within fifteen (15) days after being notified to do so by the County Agency and within a like time the County Agency shall appoint the engineer third member. If any such representative (other than the appointee of the County Agency) is not

appointed within the time above provided, then the County Agency may proceed without said recommendation. If the committee shall not make the recommendation within forty-five (45) days after its appointment or within any extension thereof by the County Agency, then the County Agency may proceed without such recommendation.

13. The County may advance funds, if approved by resolution adopted by a 2/3 vote of the members-elect of its Board of Commissioners (as required by Section 8 of Act 342) for administrative expenses, including engineering, legal and consulting expenses, incurred by the County Agency in the performance of its duties and powers authorized by Act 342 and for purposes of obtaining maps, plans, designs, specifications, cost estimates, rights-of-way and permits for the Project. In such event, and to avoid paying interest on the advance, the Municipalities shall, not later than two years after the date of adoption of the resolution of the County Board of Commissioners approving such advance, reimburse the County for their respective shares of the amount of any such advance; provided, however, that (i) the County Board of Commissioners may extend the due date of such reimbursement by resolution adopted by a 2/3 vote of its members-elect and (ii) the respective obligation of each Municipality shall be reduced to the extent that County bonds are issued and the proceeds thereof are used to reimburse the County for such advances. The obligations of the Municipalities to pay the amounts set forth in this paragraph are full faith and credit obligations as described in paragraph 10 hereof. The County shall have all rights and remedies provided by this contract and Act 342 and otherwise pursuant to law to enforce the obligations of the Municipalities described in this paragraph. In the event that any Municipality fails to reimburse the County for an advance made pursuant to this paragraph when due, such Municipality shall pay to the County interest on such unreimbursed amount from the date of such advance to the date of repayment at the interest rate prevailing on six-month United States Treasury Bills on the date of adoption of the resolution of the County Board of Commissioners approving the advance, to be compounded quarterly.

14. If County bonds are not sold to finance the acquisition and construction of any portion of the Project within three years from the date of this contract through no fault of the County or if the Project is abandoned for any reason, the Municipalities shall pay, or reimburse the County for the payment of, all engineering, legal and other costs and expenses incurred by the County Agency in connection with the Project in the percentages set forth in Exhibit B and the Municipalities shall be entitled to all plans, specifications and other engineering data and materials. The provisions of this paragraph may be waived or extended, either before or after the expiration of the three year period, by resolution of each of the governing bodies of the Municipalities and the Board of Commissioners of the County.

15. After completion of the Project the operation and maintenance of the Project shall be in accordance with applicable agreements between the County and the Municipalities.

16. It is understood and agreed by the parties hereto that the System is to serve the Municipalities and not the individual property owners and users thereof, unless by special arrangement between the County Agency and the Municipalities. The responsibility of requiring connection to and use of the System and/or providing such additional facilities as may be needed shall be that of the Municipality wherein such property is located and such Municipality shall cause to be constructed and maintained, directly or through the County, any such necessary additional facilities. The County shall not be obligated to acquire or construct any facilities other than those designated in paragraph 2 hereof.

17. The County shall have no obligation or responsibility for providing facilities except as herein expressly provided with respect to the acquisition and construction of the Project or as otherwise provided by contract. The Municipalities shall have the authority and the responsibility to provide such other facilities and shall have the right to expand the facilities of the System by constructing or extending sewers or related facilities, connecting the same to the

System, and otherwise improving the System. It is expressly agreed, nevertheless, that no such connection shall be made to the System and no improvements, enlargements or extensions thereof shall be made without first securing a permit therefor from the County. Any such permit may be made conditional upon inspection and approval of new construction by the County.

18. The parties hereto agree that the costs and expenses of any lawsuits or Claims (as hereinafter defined) arising directly or indirectly out of this contract or the construction or financing of the Project, to the extent that such costs and expenses are chargeable against the County or the County Agency, shall be deemed to constitute a part of the cost of the Project and shall be paid by the Municipalities in the same manner as herein provided with respect to other costs of the Project. In the event of such litigation or claims, the County Agency shall consult with the Municipalities and shall retain legal counsel agreeable to the County and the Municipalities to represent the County; provided that if the County and the Municipalities cannot agree as to such representation within a reasonable time, the County Agency shall exercise its discretion as to the retention of such counsel. In this contract, "Claims" means any alleged losses, claims, complaints, demands for relief or damages, liability, penalties, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or assessed against the County, County Agency or Municipalities, or for which the County, County Agency or Municipalities may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the State constitution, any federal or State statute, rule, regulation, or any alleged violation of federal or State common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened. This paragraph shall not apply to a lawsuit instituted by any of the Municipalities to enforce their respective rights under this contract.

19. All powers, duties and functions vested by this contract in the County shall be exercised and performed by the County Agency, for and on behalf of the County, unless otherwise provided by law or in this contract.

20. The parties hereto recognize that the holders from time to time of the bonds to be issued by the County under the provisions of Act 342, and secured by the full faith and credit pledge of Bloomfield Township to the payment of the principal of and interest on the bonds as set forth in this contract, will have contractual rights in this contract, and it is therefore covenanted and agreed that so long as any of said bonds shall remain outstanding and unpaid, the provisions of this contract shall not be subject to any alteration or revision that would affect adversely either the security of the bonds or the prompt payment of principal or interest thereon. The right to make changes in this contract, by amendment, supplemental contract or otherwise is nevertheless reserved insofar as the same do not have such adverse effect. The parties hereto further covenant and agree that they each will comply with their respective duties and obligations under the terms of this contract promptly, at the times and in the manner herein set forth, and will not suffer to be done any act that would impair in any way the contract of said bonds, the security therefor or the prompt payment of principal and interest thereon. It is declared hereby that the terms of this contract and of any amendatory or supplemental contract and any contract entered into pursuant hereto, insofar as they pertain to said bonds or to the payment of the security thereof, shall be deemed to be for the benefit of the holders of said bonds.

21. In the event that any one or more of the provisions of this contract for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, but this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. This contract shall become effective after its execution by each party hereto and the expiration of 45 days after the date of publication of the notice required by Section 5b of Act 342; provided, however, that if, within the 45-day period, a proper petition is filed with the Clerk of any Municipality in accordance with the provisions of Section 5b of Act 342, this contract shall not become effective until approved by the vote of a majority of the electors residing in such Municipality qualified to vote and voting thereon at a general or special election. This contract shall terminate forty (40) years from its date or on such earlier date when the Municipalities are not in default hereunder and the principal, interest and bond service charges on the bonds issued as hereinabove described and all other amounts owed by the Municipalities to the County hereunder are fully paid and discharged. This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing herein contained, however, shall require the County to finance the Project if it is unable to sell the bonds to finance the same. This contract may be executed in any number of counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed and delivered by the undersigned, being duly authorized by their respective governing bodies.

COUNTY OF OAKLAND

Executed on \_\_\_\_\_, 2015

By: \_\_\_\_\_  
County Water Resources Commissioner  
(County Agency)

CHARTER TOWNSHIP OF BLOOMFIELD

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

Executed on \_\_\_\_\_, 2015

And: \_\_\_\_\_  
Clerk

CITY OF BLOOMFIELD HILLS

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

Executed on \_\_\_\_\_, 2015

And: \_\_\_\_\_  
Clerk

CITY OF TROY

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

Executed on \_\_\_\_\_, 2015

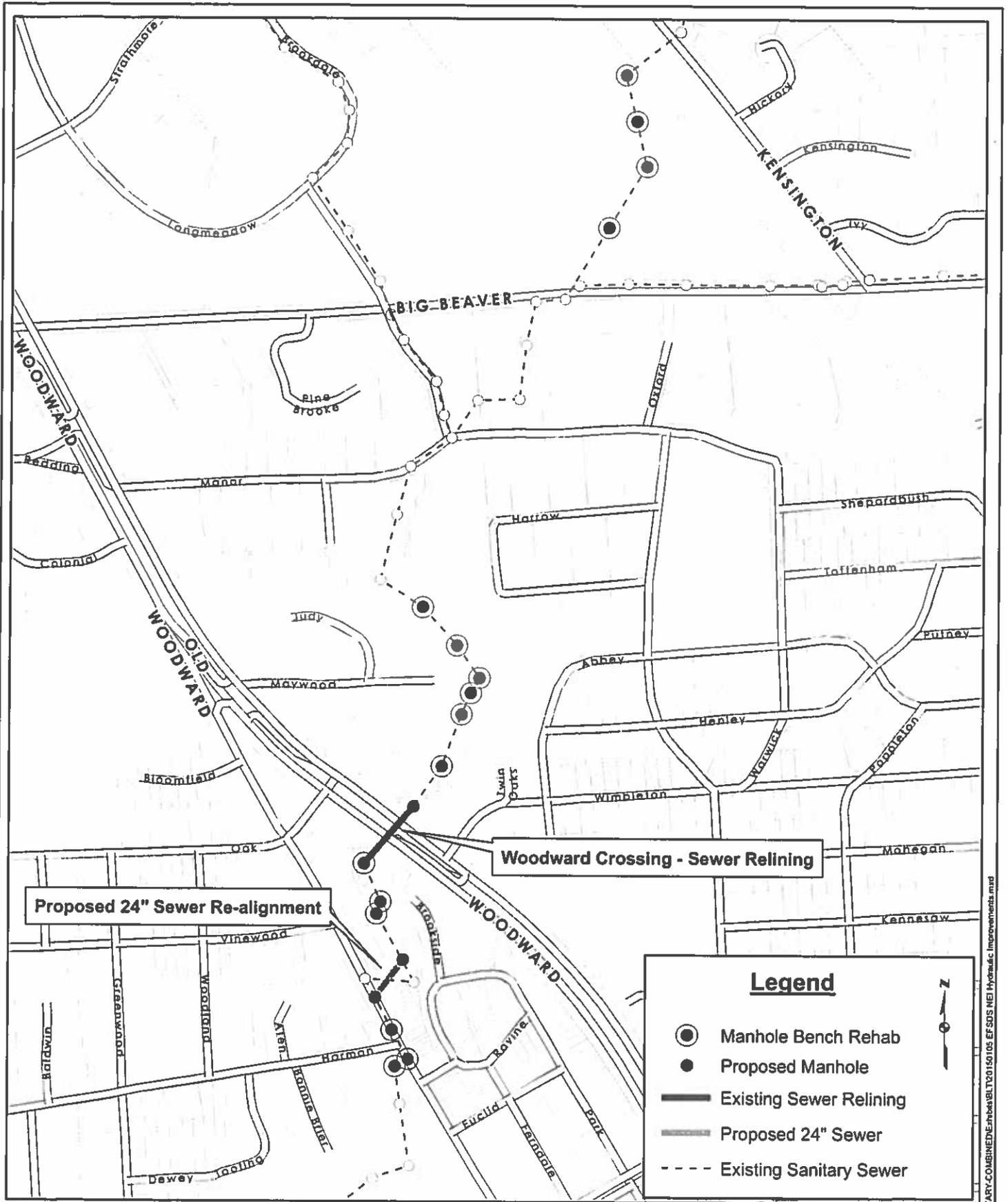
And: \_\_\_\_\_  
Clerk

**EXHIBIT "A"**  
**EVERGREEN FARMINGTON SEWAGE DISPOSAL SYSTEM**  
**NORTH EVERGREEN INTERCEPTOR**  
**NORTH EVERGREEN HYDRAULIC IMPROVEMENTS PROJECT DESCRIPTION (B4)**

The Evergreen Farmington Sewage Disposal System (EFSDS) North Evergreen Interceptor (NEI) Program will consist of design and construction of three (3) projects as described in the NEI SRF Project Plan. The NEI Projects are required per an administrative Consent Order (ACO) issued by the Michigan Department of Environmental Quality (MDEQ). The NEI projects will provide linear pipe storage, parallel relief and storage and sewer system hydraulic improvements for the EFSDS communities. These improvements are needed to store excess wet weather sanitary flows that would have otherwise become a sanitary sewer overflow (SSO) due to limited hydraulic capacity in the existing Evergreen Interceptor. These projects will be designed and sized to address SSO events per the MDEQ's ACO (AFO-SW08-006) dated March 24, 2009.

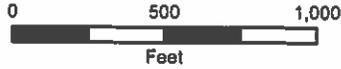
The NEI Hydraulic Improvements consists of hydraulic improvements at various locations to the existing interceptor system (see Figure No. 1). The hydraulic improvements consist of creating full height flow benches at sixteen (16) manholes, rehab of existing sewer crossing under Woodward Avenue and re-alignment of existing interceptor to improve hydraulic characteristics of the system.

This NEI project is serving Bloomfield Hills, Bloomfield Township and City of Troy. The project costs and community cost allocations are provided in Exhibit B.



**WRC**  
 WATER RESOURCES COMMISSIONER  
 Jim Nash

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



**Figure No. 1**

DISCLAIMER: This information is provided to the public as a public information document. It is not intended to be used as a legal document. The information is provided for informational purposes only. The user assumes all responsibility for the use of this information. The user agrees to hold the Water Resources Commission harmless for any and all consequences of the use of this information. The user agrees to hold the Water Resources Commission harmless for any and all consequences of the use of this information.

Last Revision: 01/11/2015  
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**Evergreen Farmington Sewage Disposal System  
North Evergreen Interceptor  
NEI Hydraulic Improvements (B4)**

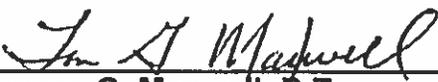
1) Contracted Services:	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Cost</u>
Troy Arm Hydraulic Improvements	LS	1	\$ 646,000	\$ 646,000
			Sub-Total	\$ 646,000
<b>2) Project Development</b>				
<b>Consulting Engineering:</b>				
Design				\$ 35,000
Construction				\$ 58,140
Soil Borings and Material Testing				\$ 12,920
			Sub-Total	\$ 106,000
<b>3) Contracted Services: Project Financing (1)</b>				
Bond Counsel				\$ 7,000
Financial Consultant				\$ 4,000
Official Statement				\$ 2,000
Bond Rating Fees				\$ 7,000
Bond Discount (11/2%)				\$ 16,000
			Sub-Total	\$ 36,000
<b>4) County Services:</b>				
Administration				\$ 16,500
Engineering				\$ 32,300
Right-Of-Way				\$ 6,460
Construction Inspection				\$ 51,680
Surveying				\$ 19,380
			Sub-Total	\$ 126,000
<b>5) Contingency</b>				
				<u>\$ 102,000</u>
<b>Estimate of Probable Project Cost</b>				<b>\$ 1,016,000</b>

**6) CVT Shares/Allocation:**

Bloomfield Hills	3.1%	\$ 30,380
Bloomfield Twp.	25.5%	\$ 285,900
Troy	71.4%	\$ 699,720
Total	100.0%	\$ 1,016,000

Note (1) - Project Financing Fees are added into Bloomfield Townships Costs only. The other communities are paying cash for their share of the project.

**I hereby certify the period of usefulness of these facilities to be forty (40) years and upwards.**

By:   
**Thomas G. Maxwell, P.E.**  
**Project Engineer**

Date: March 30, 2015



## **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.

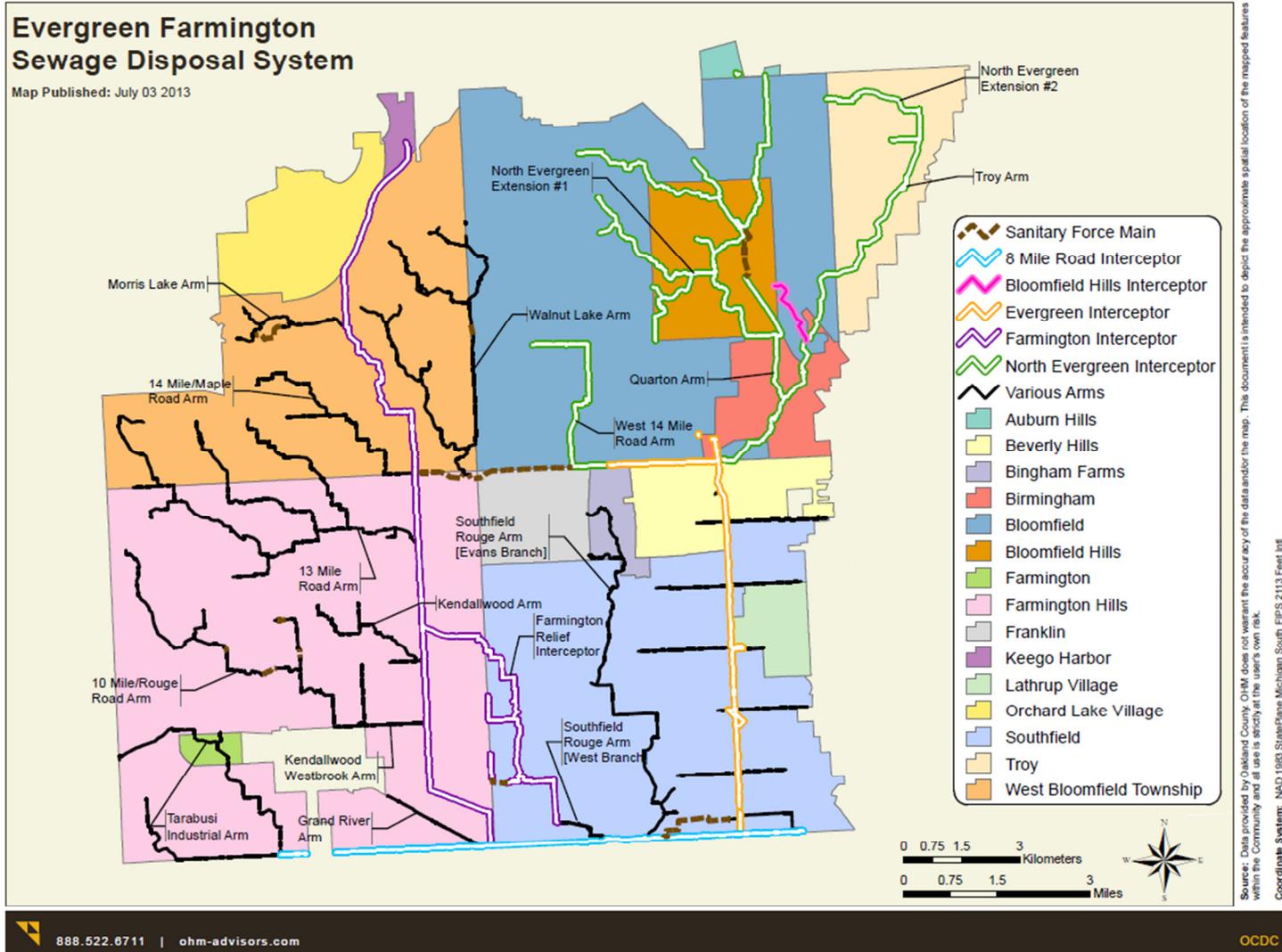
### **Construction Schedule**

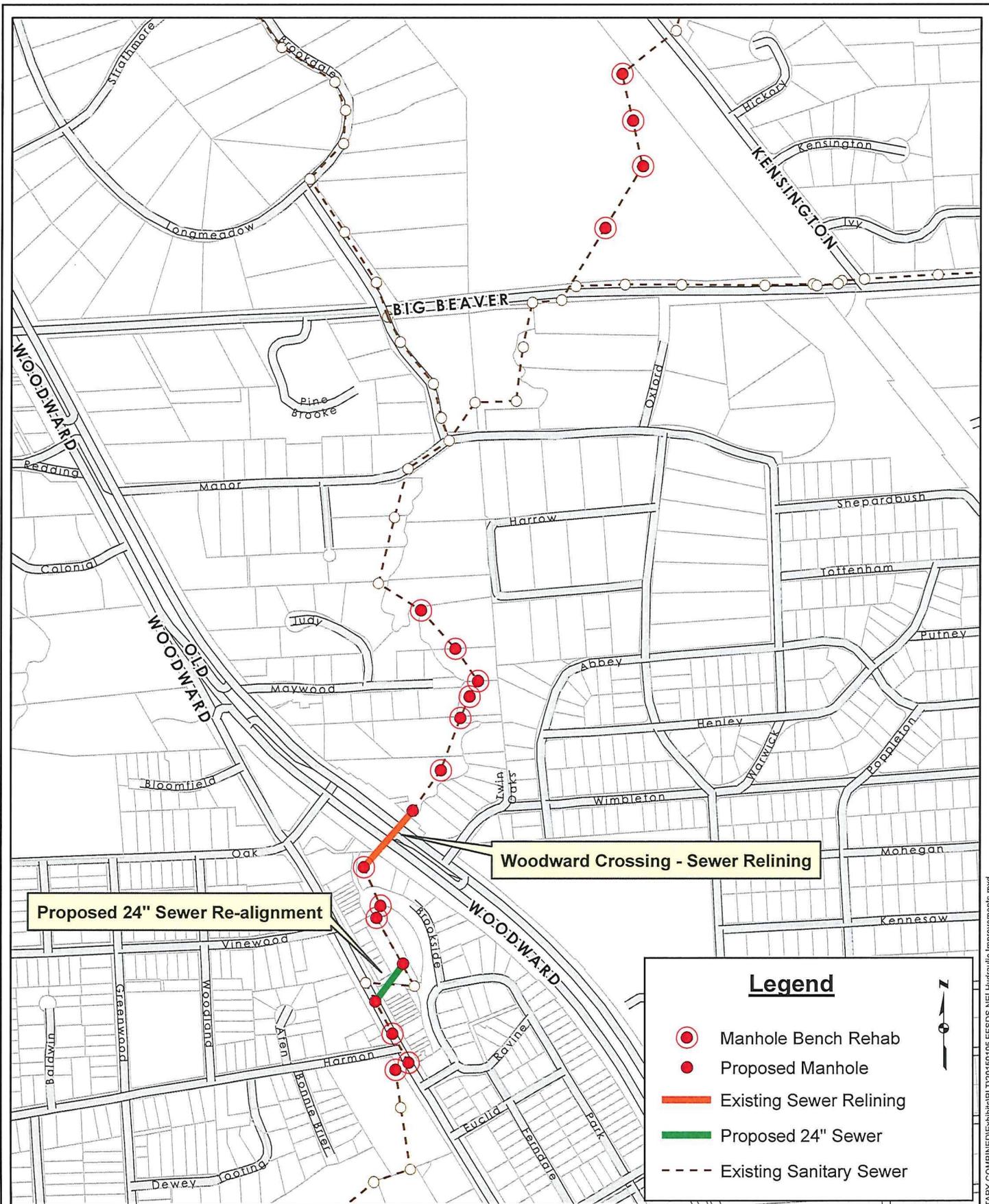
The WRC expects to open bids in July, 2015. Construction of the 60-inch sewer on Wattles is expected to start in the winter of 2015-16 and be complete in the spring of 2016.

### **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)**





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

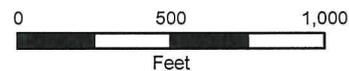
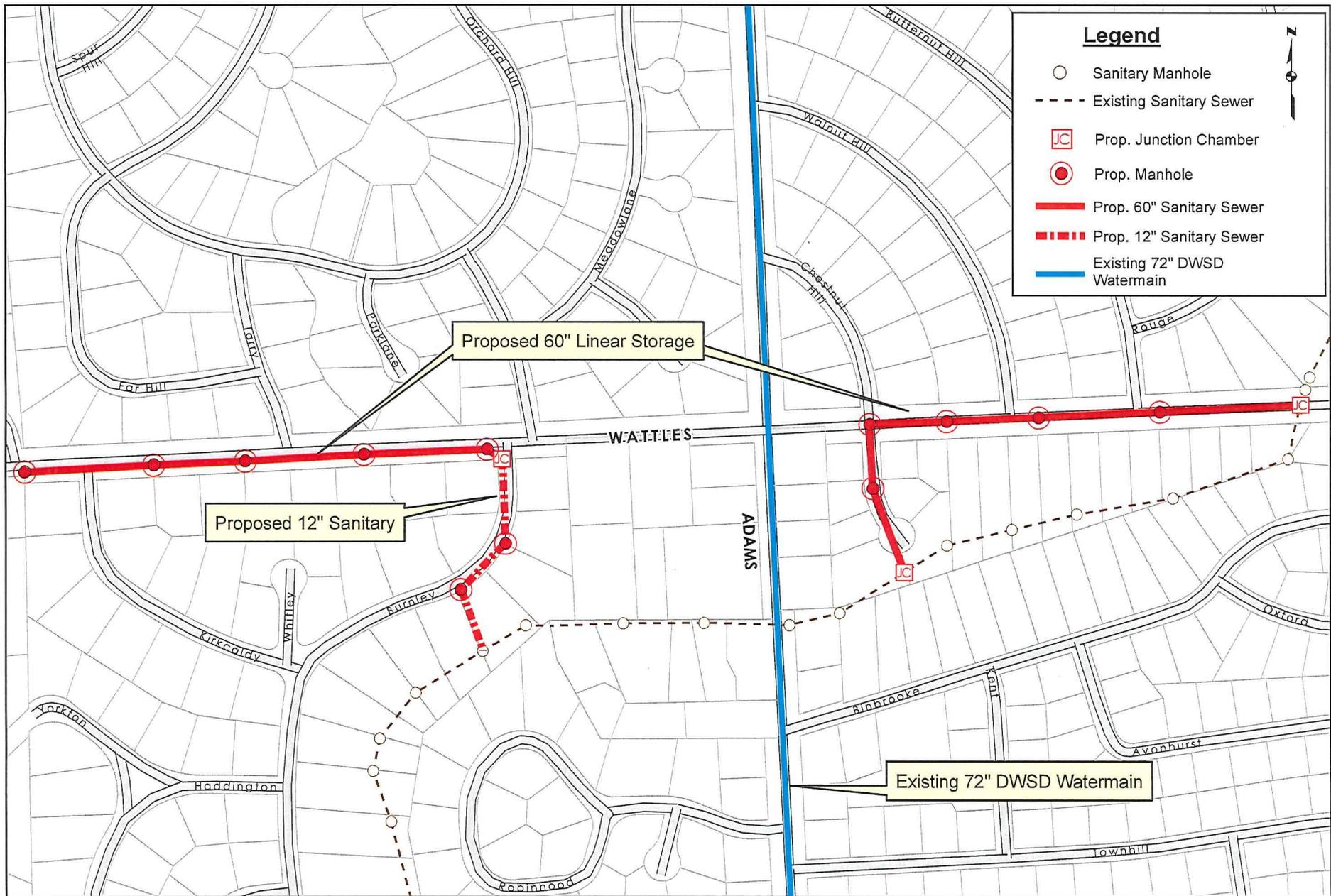


Figure No. 1

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 should consult professional engineering sources when appropriate.

Last Revision: 01/12/2015  
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Evergreen Farmington Sewage Disposal System  
 North Evergreen Interceptor  
 Wattles Road Linear Storage (B3)

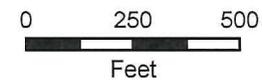


Figure No. 1

DISCLAIMER  
 The information depicted on this map is compiled from recorded plans, plans, maps, surveys 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 professional information sources for any application.

Last Revision: 01/09/2015  
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### 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.

Council Member Henderson from 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, April 13, 2015, at City Hall, 500 W. Big Beaver Rd. Mayor Slater called the meeting to order at 7:32 PM.

**B. ROLL CALL:**

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

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

---

**C-1 Proclamation for Child Abuse Prevention and Awareness Month Presented to Patricia Rosen, Executive Director, and Wendy Gueth, Administrative Manager, CARE House of Oakland County (Presented by: Mayor Slater)**

---

**C-2 Proclamation Celebrating National Library Month – April, 2015 (Presented by: Mayor Dane Slater)**

**D. CARRYOVER ITEMS:**

---

**D-1 No Carryover Items**

**E. PUBLIC HEARINGS:**

---

**E-1 No Public Hearings**

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

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

**H. POSTPONED ITEMS:**

---

**H-1 No Postponed Items**

**I. REGULAR BUSINESS:**

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

**a) Mayoral Appointments: None**

**b) City Council Appointments:**

Resolution #2015-04-048  
Moved by Campbell  
Seconded by Hodorek

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

**Historic District Commission**

Appointed by Council  
7 Regular Members  
3 Year Term

**Nominations to the Historic District Commission:**

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

**Paula Talarico**

Term currently held by: **Barbara Knight**

Yes: All-7  
No: None

**MOTION CARRIED**

**I-2 Board and Committee Nominations: a) Mayoral Nominations – Brownfield Redevelopment Authority, Planning Commission; b) City Council Nominations – Charter Revision Committee, Employee Retirement System Board of Trustees / Retiree Health Care Benefits Plan & Trust, Liquor Advisory Committee, Parks and Recreation Board, Personnel Board, Traffic Committee, Zoning Board of Appeals**

**a) Mayoral Nominations:**

Resolution #2015-04-049  
Moved by Slater  
Seconded by Henderson

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

Planning Commission

Appointed by Mayor  
9 Regular Members  
3 Year Term

**Nominations to the Planning Commission:**

**Term Expires: 7/31/2016**

**Frencheska Brikho**

Term currently held by: Vacancy (Student)

Yes: All-7  
No: None

**MOTION CARRIED**

**b) City Council Nominations:**

*City Council took no action on this Item.*

---

**I-3 No Request for Closed Session**

---

**I-4 Status of City-Wide Migration to Community Blue PPO and PA 152 (Introduced by: Tom Darling, Financial Services Director)**

Resolution #2015-04-050  
Moved by Hodorek  
Seconded by Henderson

WHEREAS, Public Act 152 of 2011 allows for a Local Government Opt-Out alternative; and

WHEREAS, City Management successfully migrated all Classified, Exempt, AFSCME, MAP, TCOA, TCSA and TFSSOA employees to the self-insured Blue Cross Blue Shield Community Blue PPO health insurance plan; and

WHEREAS, Troy City Council ratified collective bargaining agreements in 2014 with the TCOA, TCSA and TFSSOA unions, acknowledging Local Government Opt-Out for fiscal year 2015/16;

BE IT RESOLVED, That Troy City Council hereby **SELECTS** the Local Unit Opt Out for 2015/16.

Yes: All-7  
No: None

**MOTION CARRIED**

---

**J. CONSENT AGENDA:**

---

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

Resolution #2015-04-051

Moved by Henderson

Seconded by Gottlieb

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

Yes: All-7

No: None

**MOTION CARRIED**

---

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

---

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

Resolution #2015-04-051-J-2

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

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

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

- a) Proclamation for Child Abuse Prevention and Awareness Month Presented to Patricia Rosen, Executive Director, and Wendy Gueth, Administrative Manager, CARE House of Oakland County
- b) National Library Month – April, 2015
- 

**J-4 Standard Purchasing Resolutions:**

- a) **Standard Purchasing Resolution 2: Low Bidder Meeting Specifications - New Lighting Control Systems – Troy Public Library**

Resolution #2015-04-051-J-4a

RESOLVED, That Troy City Council hereby **APPROVES** a contract to provide all labor, materials, tools, equipment and supervision required for the furnishing and installing of a new Lighting Control System in the Troy Public Library for an estimated total cost of \$135,000.00 to the low bidder meeting specifications, *Mechanical Controls and Maintenance, Inc. (MCMI) of Sterling Heights, MI.*, not to exceed budgetary limitations; at the unit prices contained in the bid tabulation opened February 19, 2015, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

---

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

**b) Standard Purchasing Resolution 1: Award to Sole Bidder - Pump Repair Services – Indoor and Outdoor Pools**

Resolution #2015-04-051-J-4b

RESOLVED, That Troy City Council hereby **AWARDS** a three-year contract with one two (2) year renewal option to the sole bidder, *Professional Pump Inc of Belleville, MI* for Pump Repair and Emergency Services on an as needed basis at the Troy Family Aquatic Center and Troy Community Center under the prices, terms and conditions in the bid tabulation opened April 2, 2015, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; contract to expire April 30, 2018.

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

**c) Standard Purchasing Resolution 4: National Joint Powers Alliance (NJPA) Cooperative Agreement – Kubota Tractor**

Resolution #2015-04-051-J-4c

RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase one (1) Kubota L6060HSTC with listed attachments from *Kubota Tractor Corporation of Torrance, CA* as per the NJPA Cooperative Bid for an estimated total cost of \$59,403.30, at prices detailed and contained in the quote as per NJPA, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

**d) Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications - Asphalt Paving Materials - Hot Patch**

Resolution #2015-04-051-J-4d

RESOLVED, That Troy City Council hereby **AWARDS** a one (1) year contract to provide asphalt paving materials- hot patch with an option to renew to the low bidder, *Cadillac Asphalt of Shelby Twp.*, as the primary supplier at unit prices contained in the bid tabulation opened April 2, 2015, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; to be ordered on an as needed basis and based on proximity; contracts expiring December 31, 2016.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the City to use a secondary supplier, *Ajax Materials Corporation of Troy, MI* in the event that the primary supplier is unable to provided materials as specified under the same pricing, terms and conditions as originally bid; to be ordered on an as needed basis and based on proximity.

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

**e) Standard Purchasing Resolution 4: Award - Oakland County Cooperative Purchasing Agreement – Fleet Vehicle**

Resolution #2015-04-051-J-4e

RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase a 2015 GMC Canyon 4WD crew cab pickup, for the Police Department from the low total bidder, *Red Holman of Westland, MI*, as per the Oakland County Cooperative Bid, Contract ID number **4233** for an estimated total cost of \$28,879.00.

**f) Standard Purchasing Resolution 3: Exercise Renewal Option – Short/Long Term Disability, Life and AD&D Insurance Coverage**

Resolution #2015-04-051-J-4f

WHEREAS, Unum Life Insurance of America (Unum) is currently and successfully providing the City of Troy's Short/Long Term Disability Insurance, Life insurance and Accidental Death and Dismemberment Insurance; and

WHEREAS, The City of Troy's Benefits Consultant, Arthur J. Gallagher & Co., solicited quotes from reputable, financially stable carriers on the City's behalf.

WHEREAS, The City's current provider, Unum's quote was the lowest monthly/ annual premium; and

WHEREAS, The City's monthly premium will be \$14,377.57 and the annual premium will be \$172,530.84 with a two (2) year rate guarantee. City Administration recommends approval of the two year renewal as in the best interest of the City;

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council hereby **AGREES** to renew the Agreement with *Unum Life Insurance of America (Unum) of Portland, ME* for Short/Long Term Disability Insurance, Life Insurance and Accidental Death and Dismemberment Insurance, and **AUTHORIZES** payment in an amount not to exceed the annual premium of \$172,530.84 for two (2) years and **AUTHORIZES** the City Attorney to execute any documents necessary for the renewal of the Agreement with Unum; contract to expire April 30, 2017.

**g) Standard Purchasing Resolution 2: Award to Low Bidders Meeting Specifications – Transit Mixed Concrete**

Resolution #2015-04-051-J-4g

RESOLVED, That Troy City Council hereby **AWARDS** a one (1) year contract to provide Transit Mixed Concrete with an option to renew for one (1) additional year to the low total bidder, *Superior Materials LLC of Farmington Hills*, as the primary supplier at unit prices contained in the bid tabulation opened March 26, 2015, a copy of which shall be **ATTACHED**

to the original Minutes of this meeting and to be purchased on an as needed basis as specified, with the contract expiring April 30, 2017.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the City to use a secondary supplier, *Paragon Ready Mix Inc. of Utica, MI* in the event the primary supplier is unable to deliver materials as specified under the same pricing, terms and conditions as originally bid on ITB-COT 15-10.

BE IT FINALLY RESOLVED, That the awards are **CONTINGENT** upon the contractor’s submission of properly executed bid documents, insurance certificates and all other specified requirements.

**h) Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Major Street Pavement Marking**

Resolution #2015-04-051-J-4h

RESOLVED, That Troy City Council hereby **AWARDS** a two (2) year contract with the option to renew for one (1) additional year to the low bidder meeting specifications (Local Preference applied); *PK Contracting, Inc. of Troy, MI* to provide Major Street Pavement Marking Services on an as needed basis and at unit prices as detailed in the bid tabulation opened March 26, 2015, a copy of which shall be **ATTACHED** to the original Minutes of this meeting and as detailed below by year; with the contract expiring June 30, 2018.

<u>2 Yr. Contract</u>	<u>Amount</u>
1	\$271,247.80
2	<u>\$272,373.00</u>
Total 2 Yr. Contract	\$543,620.80
1 Year Renewal	\$272,373.00

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

**J-5 Transfer of Tax Abatement from LMS NA to Siemens**

Resolution #2015-04-051-J-5

WHEREAS, On July 23, 2007, the Troy City Council established an Industrial Development District (IDD) at 5755 New King; and

WHEREAS, On July 23, 2007, the Troy City Council granted an Industrial Facilities Exemption Certificate (IFEC, STC# 07-350) to LMS North America at 5755 New King, for a period of 12 years; and

WHEREAS, LMS North America has merged with Siemens Product Lifecycle Management Software, Inc.; and

WHEREAS, Siemens Product Lifecycle Management Software, Inc. has requested Troy City Council approval to transfer the Industrial Facilities Exemption Certificate (IFEC, STC# 07-350) from LMS North America;

RESOLVED, That Troy City Council hereby **GRANTS** permission to transfer the Industrial Facilities Exemption Certificate (IFEC, STC# 07-350) from LMS North America to Siemens Product Lifecycle Management Software, Inc., at 5755 New King.

BE IT FURTHER RESOLVED, That the City Clerk **SHALL FORWARD** a copy of this resolution to the State Tax Commission, Treasury Building, P.O. Box 30471, Lansing, MI. 48909-7971.

---

**J-6 Private Agreement – Contract for Installation of Municipal Improvements – Dick’s Sporting Goods – Oakland Mall Project No. 14.923.3**

Resolution #2015-04-051-J-6

RESOLVED, That the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and UrbanCal Oakland Mall LLC, is hereby **APPROVED** for the installation of sanitary sewer, water main and soil erosion control on the site, and the Mayor and City Clerk are **AUTHORIZED** to execute the documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

---

**J-7 Bid Waiver – Manhole Frames and Covers**

Resolution #2015-04-051-J-7

RESOLVED, That Troy City Council hereby **AWARDS** a one (1) year contract for manhole frames and covers, purchased directly from the manufacturer, *EJ of East Jordan, MI* at the listed unit prices in the **ATTACHED** Quote #37134 for the estimated amount of \$100,000.00 on an as needed basis; not to exceed budgetary limitations; with the contract expiring April 30, 2016.

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**J-8 Bid Waiver – ACCUTAB Chlorine Tablets – Recreation and Aquatic Center**

Resolution #2015-04-051-J-8

RESOLVED, That Troy City Council hereby **AWARDS** a contract for three (3) years to supply ACCUTAB tablets and to provide chlorine feeder cleaning services for the pools at the Troy Family Aquatic Center and Troy Community Center to the sole source provider *Aquatic Source of Commerce Township, MI* at the State of Michigan dealer price of \$108.35 for a 55lb bucket, with the contract expiring April 30, 2018.

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**J-9 Request for Acceptance of Two Permanent Easements from UrbanCal Oakland, LLC, and Vacation of Portions of Existing Easements – Sidwell #88-20-35-400-020**

Resolution #2015-04-051-J-9

RESOLVED, That Troy City Council hereby **ACCEPTS** two permanent easements for water mains and sanitary sewers from UrbanCal Oakland, LLC, owner of the property having Sidwell #88-20-35-400-020.

BE IT FURTHER RESOLVED, That Troy City Council hereby **VACATES** a portion of a water main easement as recorded in Liber 7656, Page 797 by Quit Claim Deed.

BE IT FURTHER RESOLVED, That Troy City Council hereby **VACATES** a portion of a sanitary sewer easement as recorded in Liber 7656, Page 782 by Quit Claim Deed.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Mayor and City Clerk to execute Quit Claim Deeds conveying interest of the vacated portions of water main and sanitary sewer to the property owners, UrbanCal Oakland, LLC.

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

**J-10 Request for Acceptance of a Permanent Easement from UrbanCal Oakland II, LLC – Sidwell #88-20-35-400-031**

Resolution #2015-04-051-J-10

RESOLVED, That City Council hereby **ACCEPTS** a permanent easement for water mains from UrbanCal Oakland II, LLC, owner of the property having Sidwell #88-20-35-400-031.

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:**

**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:**

Pam Brady	Spoke about and distributed the recently updated League of Women Voters “They Represent You” brochure and also mentioned SOCRRA is now accepting styrofoam.
Jim Werpetinski	Spoke on behalf of the Friends of Troy Seniors and requested that the room rental fees be waived for seniors, and spoke about Troy Community Coalition funding.

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

**N. COUNCIL REFERRALS:**

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

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**N-1 No Council Referrals**

**O. COUNCIL COMMENTS:**

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**O-1 No Council Comments Advanced**

Council Member Henderson announced that the Troy Historical Village will be holding a 60<sup>th</sup> year celebration on Tuesday, April 21, 2015, from 5:30 PM-7:30 PM at Huntington Bank, 801 W. Big Beaver. This fundraiser, sponsored by Huntington Bank, for Troy Historical Village will have storyboards, artifacts and photos from the past 60 years of history. Tickets cost \$35 per person, or \$50 per couple and please RSVP by April 15, 2015. For more information, please access [www.troyhistoricvillage.org](http://www.troyhistoricvillage.org) or call 2448-524-3570.

Council Member Hodorek announced that Troy People Concerned, a service organization that supports Troy residents in need by providing assistance, information, referrals. They will be having their Annual Spring Pasta Dinner fundraiser on Thursday, April 16, 2015, from 5:00 – 8:00 PM at the San Marino Club. Tickets cost \$15 per person, \$5 per child under 10, and includes a 50/50 raffle, music entertainment, silent auction, charactures, face painting – a fun night for all. Bring a non-perishable food item and receive one raffle ticket. For information, contact the Troy People Concerned or Cindy Stewart at 248-524-1147.

Mayor Slater announced the upcoming Troy High School Annual Senior Citizen Prom on Tuesday, April 28, 2015, from 6:00 PM – 9:00 PM in the Auxiliary Gym at Troy High School. Free admission.

**P. REPORTS:**

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

- a) Election Commission-Final-October 7, 2014
- b) Animal Control Appeal Board-Final-January 28, 2015
- c) Building Code Board of Appeals-Final-March 4, 2015
- d) Planning Commission-Draft-March 10, 2015
- e) Planning Commission-Final-March 10, 2015
- f) Planning Commission-Draft – March 24, 2015
- g) Animal Control Appeal Board-Draft-March 25, 2015
- h) Building Code Board of Appeals-Draft – April 1, 2015
- i) Election Commission-Draft-April 2, 2015

Noted and Filed

**P-2 Department Reports:**

- a) Building Department Activity Report – March, 2015
- b) Letter of Response to Hayian Pang From City Manager Brian Kischnick Regarding 2014 Taxable Value Increase
- c) Backflow Prevention 2014 Program Update and 2015 Program  
Noted and Filed

**P-3 Letters of Appreciation:**

- a) Letter of Appreciation from Kristina Bennett Regarding Mailbox Replacement Program
- b) Letter of Appreciation to Chief Nelson and Assistant Chief Riesterer from John Runyan Regarding Boy Scouts First Aid Rally
- c) Letter of Appreciation to Brent Savidant from Jeff Anderson Regarding Great Customer Service
- d) Letter of Appreciation to Chief Mayer from John Kulesz Regarding Assistance from PSA Boussie  
Noted and Filed

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

**Q. 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):**

**R. CLOSED SESSION:**

**R-1 No Closed Session Requested**

**S. ADJOURNMENT:**

The Meeting **ADJOURNED** at 8:02 PM.

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Mayor Dane Slater

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M. Aileen Dickson, CMC  
City Clerk



## CITY COUNCIL AGENDA ITEM

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Date: April 10, 2015

To: Brian Kischnick, City Manager

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

Subject: Standard Purchasing Resolution #1: Award to Low Bidder  
Contract 15-3 – Section 19 Pavement Rehabilitation – North

### **History**

The following roads in Section 19, located east of Adams and south of Wattles Road, are proposed to receive an asphalt pavement overlay: Binbrooke, Oxford, Avonhurst, Townhill, Cheswick, Lanergan, Bolingbroke, Sunridge, Palmerston, Kent, Upton, Paddington, Newgate, Tothill, Beach, Eastbourne, and Woodman Drives. This project includes milling (grinding off) select areas of the existing pavement and then placing a new asphalt pavement surface. Also included is complete removal and replacement of failed pavement areas and miscellaneous manhole repairs. Work is anticipated to start in May and all work including restoration is to be complete by November 1, 2015.

### **Purchasing**

Bids were received and publicly read on April 8, 2015. The low bid of \$1,031,802.10 was submitted by Florence Cement Company, 12585 23 Mile Road, Shelby Twp., MI 48315, as shown on the attached tabulation summary. The Engineer's estimate at the time of bidding was \$1,419,000.00. The low bid is \$387,197.90 or 27% below the Engineer's estimate.

Work was competitively bid and publicly opened with six (6) bidders responding. The award is contingent upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements

### **Financial**

Funds for this work are included in the Local Roads Fund. The budgeted amount includes funds for construction, inspection and contingencies.

### **Recommendation**

It is recommended that City Council award the Section 19 Pavement Rehabilitation - North contract to Florence Cement Company, 12585 23 Mile Road, Shelby Twp., MI 48315, for their low bid of \$1,031,802.10. In addition, we are requesting authorization to approve additional work, if needed, not to exceed 25% of the original project cost due to unknown quantities of repair work that may be needed after milling the asphalt surface.

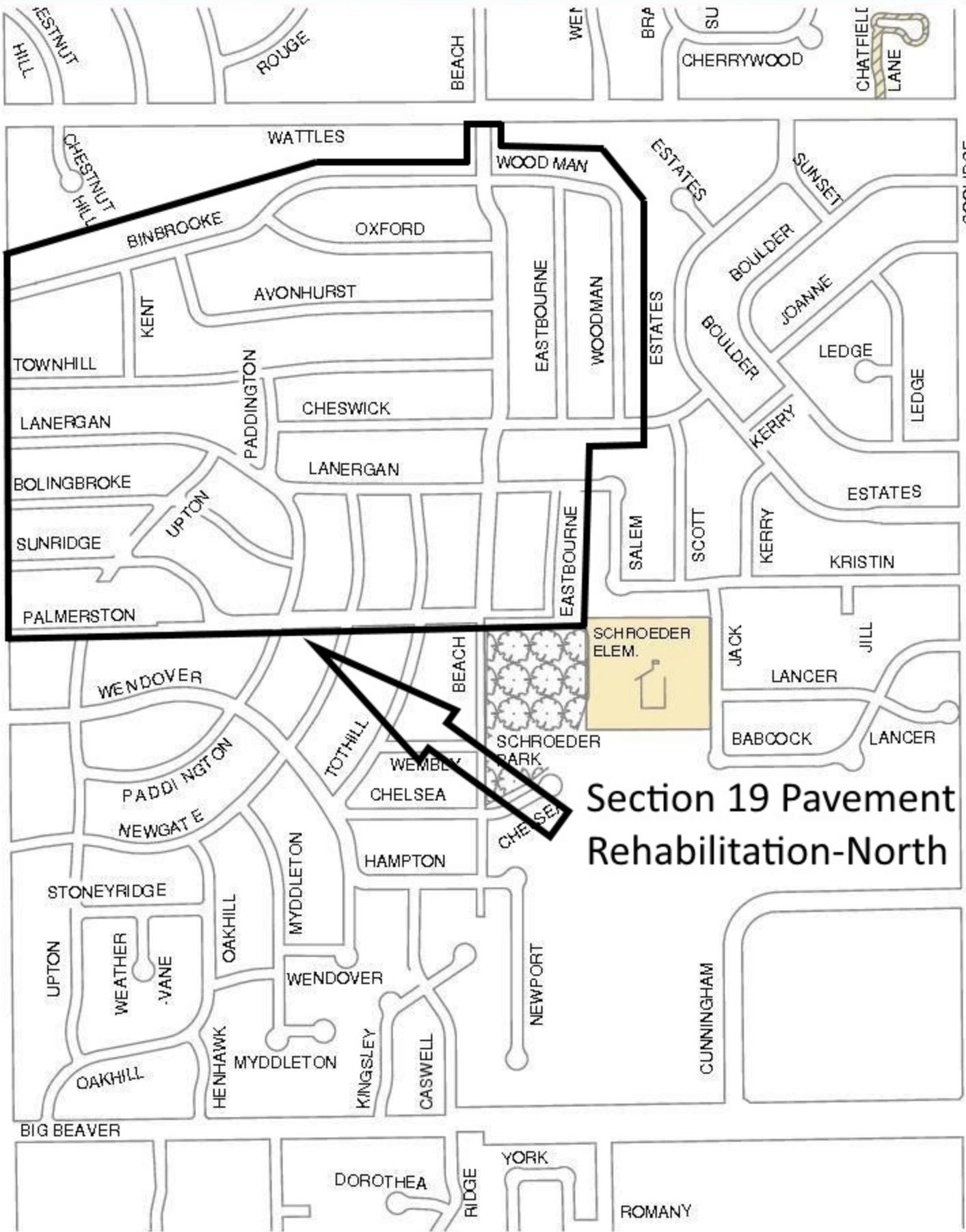
BID TABULATION  
CONTRACT 15-3  
Section 19 Pavement Rehabilitation - North  
City of Troy  
Oakland County, Michigan

Bids Due: April 8, 2015  
Project # 15.114.5

**Total Bid Amount**

Florence Cement Company	\$	1,031,802.10
Pro-Line Asphalt Paving Corp.	\$	1,084,138.71
AJAX Paving Industries, Inc.	\$	1,107,169.57
Asphalt Specialists, Inc.	\$	1,210,389.55
Cadillac Asphalt LLC	\$	1,407,873.67 *
Nagle Paving Company	\$	1,469,631.40

\* = Corrected By Engineer



**Section 19 Pavement Rehabilitation-North**



A Meeting of the Civil Service Commission (Act 78) was held Friday, February 13, 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 7:30 AM.

**A. ROLL CALL:**

**PRESENT:** Commissioner David Cannon  
Commissioner John Steele

**ALSO PRESENT:** Lori Grigg Bluhm, City Attorney  
Aileen Dickson, City Clerk  
Jeanette Menig, Human Resources Director  
Lynne Lambert, Human Resources Coordinator  
Bill Nelson, Fire Chief  
Dave Roberts, Assistant Fire Chief  
Peter Hullinger, Fire Technician

**Motion to Excuse Chairman McGinnis from the Civil Service Commission (Act 78) Meeting of February 13, 2015**

Resolution #CSC-2015-02-003  
Moved by Cannon  
Seconded by Steele

RESOLVED, That the Civil Service Commission (Act 78) hereby **EXCUSES** Chairman McGinnis from the Civil Service Commission (Act 78) Meeting of February 13, 2015.

Yes: Cannon, Steele  
No: None

**MOTION CARRIED**

**B. APPROVAL OF MINUTES:**

**1. Approval of Minutes of Monday, January 5, 2015**

Resolution #CSC-2015-02-004  
Moved by Steele  
Seconded by Cannon

RESOLVED, That the Troy Civil Service Commission (Act 78) hereby **APPROVES** the Minutes of the Monday, January 5, 2015, meeting as presented.

Yes: Cannon, 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 Fire Staff Technician

Suggested Resolution

Resolution #CSC-2015-02-005

Moved by Steele

Seconded by Cannon

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

Yes: Cannon, Steele

No: None

**MOTION CARRIED**

PUBLIC COMMENT: None

G. ADJOURNMENT:

The Civil Service Commission (Act 78) meeting **ADJOURNED** at 7:33 AM.



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Donald E. McGinnis, Jr., Chairman



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M. Aileen Dickson, City Clerk

A meeting of the Downtown Development Authority was held on Wednesday, February 18, 2015 in the Lower Level Conference room, City Hall, 500 W. Big Beaver, Troy, Michigan. Chairman Alan Kiriluk called the meeting to order at 7:35 AM.

<b>Present:</b>	Kiriluk, Alan	
	Hay, David	
	Keisling, Larry	
	Knight, P. Terry (Arrived at 7:40am)	
	MacLeish, Dan	
	Randol, Ward	
	Reschke, Ernest	
	Slater, Mayor Dane	
<b>Absent:</b>	Bostick, Dennis	
	Jonna, Arkan	
	Papa, Albert	
	Blair, Tim	
	Schroeder, Douglas	
<b>Also Present:</b>	Miller, Mark, <i>Executive Director</i>	
	Darling, Thomas, <i>Secretary/Treasurer</i>	
	Kischnick, Brian	
	Glen Lapin	
	Lori Bluhm	
	Bovenseip, Kurt	
	Hughes, Maggie	
	Savidant, Brent	

## Minutes

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**Resolution: DDA-2015-02-01**

Moved by: Randol

Seconded by: Reshke

RESOLVED, That the Minutes of the October 15, 2014 regular meeting be approved.

Yeas: 8

Absent: 5

## Old Business – None

**New Business – Comprehensive Annual Financial Report**

The Secretary/Treasurer presented excerpts of the City of Troy’s audited Comprehensive Annual Financial Report for the Year Ended June 30, 2014 that related to the TDDA. It was noted that total revenues were \$292,490 and expenditures of \$589,586. In addition, it was noted that the TDDA received other financing sources from the City bonding of TDDA outstanding debt of \$15,440,343 and payments to escrow agent for the advance refunding of debt in the amount of \$17,866,244. This resulted in the TDDA debt service fund with a zero fund balance. The TDDA operating fund balance was \$116,881 at the end of the fiscal year.

**New Business – Planning Economic Development Report**

Brent Savidant reviewed the planning and economic development report noting new projects including the Kresge Foundation headquarters expansion, the DMC Children’s Outpatient Clinic and the Galleria of Troy (Phase II) development.

Glen Lapin highlighted the 4<sup>th</sup> Quarter of 2014 noting office vacancy at 20.6%, the lowest since 2006. New activity includes SMZ (Digital Marketing) headquarters at 1200 Kirts requiring 11,000 square feet, Tebis America (Computer Aided Design) U.S. headquarters at 400 E. Big Beaver requiring 12,000 square feet, ZKW Lighting Systems (Led lighting) engineering offices requiring 4,000 square feet and the Arab American and Chaldean Council headquarters at 363 W. Big Beaver requiring 11,000 square feet.

Discussion about the K-Mart headquarters indicates that the property could qualify as a Brownfield District.

**New Business – Outline Plan: Role of TDDA in Changing Environments**

TDDA Director Mark Miller discussed the role of the TDDA under new the new TDDA plan. The new plan provides for moderate enhancement to the TDDA medians, sidewalks and right of way areas.

Director Miller discussed possible projects including “Move Across Troy”, I-75 Interchange improvements and possible Shuttle/Trolley services. The TDDA should prepare a 5 year plan identifying both projects and funding sources.

**New Business – TDDA Maintenance Cost v.s. Available Funding Report**

Kurt Bovenseip, City Deputy DPW Director, reviewed enhanced maintenance costs for the TDDA and estimated available TDDA funding. It was noted that the enhanced costs, including sidewalk maintenance would be as high as \$224,000 annually which may be greater than available TDDA available resources to cover the costs. Any shortfall could be advanced by the City. Final estimated funding for the TDDA will be available in April.

Mr. Bovenseip use of posts to support signs. He discussed the differences between Shadow Box v.s. galvanized steel posts. The County has agreed to provide the City updated signs if the City agrees to purchase the posts. It is the City's recommendation to use a single brown powder pole on the new signs.

**New Business – Move Across Troy Project Report**

City Analyst Maggie Hughes reviewed the "Move Across Troy" project noting the following recommended projects.

1. Altair/Automation Alley Midblock Crossing
2. Civic Center Reconfiguration
3. I-75 Interchange (requiring 90 degree right turns)

These projects would require working with and approval from federal, state and/or county road authorities. City Council approved moving forward with information gathering and pursuit of possible funding sources for these projects. The next step would include a traffic study.

**Public Comment**

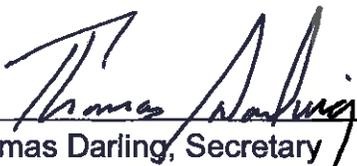
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None

This meeting was adjourned at 8:46 AM.



\_\_\_\_\_  
Alan Kiriluk, Chairman



\_\_\_\_\_  
Thomas Darling, Secretary

The next regular meeting of the Troy Downtown Development Authority is scheduled for Wednesday April 15, 2015 at 7:30 AM.

A regular meeting of the Troy Traffic Committee was held Wednesday, March 18, 2015 in the Lower Level Conference Room at Troy City Hall. Pete Ziegenfelder called the meeting to order at 7:30 p.m.

### **1. Roll Call**

Present: Tim Brandstetter  
Al Petrusis  
Cynthia Wilsher  
Pete Ziegenfelder

Absent: David Easterbrook  
Richard Kilmer

Also present: James Dumont, 683 Trombley  
Brad Manning, Clearview Homes  
Arek w/ Jenmax Homes  
Veronica Valentino & David Recker, 5810 Sussex  
Sgt. Mike Szuminski, Police Department  
Lt. Eric Caloia, Fire Department  
Bill Huotari, Deputy City Engineer/Traffic Engineer

### **2. Minutes – January 21, 2015**

#### **RESOLUTION # 2015-03-03**

Moved by Brandstetter  
Seconded by Petrusis

To approve the January 21, 2015 minutes as printed.

YES: All 4 (Brandstetter, Petrusis, Wilsher, Ziegenfelder)

NO: None

ABSENT: 2 (Easterbrook, Kilmer)

MOTION CARRIED

### **PUBLIC HEARINGS**

#### **3. Request for Sidewalk Waiver – 5810 Sussex – Sidwell #88-20-07-102-037**

Veronica Valentino requests a sidewalk waiver for the sidewalk at 5810 Sussex (Sidwell #88-20-07-102-037). Ms. Valentino states that there are no sidewalks on Sussex or adjacent streets. The proposed sidewalk would lead to nowhere and connect to nothing.

Ms. Valentino was in attendance at the meeting and discussed the request for a waiver. She stated that Sussex and the surrounding roads in the area were gravel with no improvements. There is no other sidewalk in the area and a sidewalk at this property would lead to nowhere and connect to nothing.

Mr. Petrulis stated that it would not make sense to have sidewalk installed at this location as the roads are not paved. It would not make sense to have a single parcel with sidewalk. He felt that it could take away from the aesthetics in the area and that it would look odd.

Ms. Wilsher discussed that this is a beautiful area and different than other subdivisions and a sidewalk at this location could impact existing trees. She also agreed that a sidewalk would be out of place and would lead to nothing.

**RESOLUTION # 2015-03-04**

Moved by Brandstetter  
Seconded by Petrulis

**WHEREAS**, City of Troy Ordinances, Chapter 34, allows the Traffic Committee to grant waivers of the City of Troy Design Standards for Sidewalks upon a demonstration of necessity; and

**WHEREAS**, Veronica Valentino has requested a waiver of the requirement to construct sidewalk based on no other existing sidewalk on Sussex; and

**WHEREAS**, the Traffic Committee has determined the following:

- a. A waiver will not impair the public health, safety or general welfare of the inhabitants of the City and will not unreasonably diminish or impair established property values within the surrounding area, and
- b. A strict application of the requirements to construct a sidewalk would result in practical difficulties to, or undue hardship upon, the owners, and
- c. The construction of a new sidewalk would lead nowhere and connect to no other walk, and thus will not serve the purpose of a pedestrian travel-way.

**NOW THEREFORE, BE IT RESOLVED**, that the Traffic Committee grants a waiver of the sidewalk requirement for 5810 Sussex (Sidwell #88-20-07-102-037).

YES: 3 (Brandstetter, Petrulis, Wilsher)  
NO: 1 (Ziegenfelder)  
ABSENT: 2 (Easterbrook, Kilmer)

MOTION CARRIED

Mr. Petruilis made a motion to discuss the sidewalk waivers at 2962, 2974 and 2986 Iowa as one (1) item and 587, 640 and 650 Trombley as one (1) item. There was unanimous consensus from the Traffic Committee members.

**4. Request for Sidewalk Waiver – 2962 Iowa – Sidwell #88-20-36-227-072**

Arek with Jenmax Homes requests a sidewalk waiver for the sidewalk at 2962 Iowa (Sidwell #88-20-36-227-072). Arek states that no other homes in the neighborhood have a sidewalk. The proposed sidewalk would lead to nowhere and connect to nothing.

Mr. Arek was in attendance at the meeting and discussed the request. He stated that there were no other sidewalks in the area. The sidewalk would connect to nothing and lead to nowhere. Mr. Arek also stated that a sidewalk could create a trip/fall hazard as there is no other sidewalk that it would connect to.

Mr. Ziegenfelder asked if the homes were already built or sold. Mr. Arek replied that they have not been built or sold.

Ms. Wilsher discussed the desire to have a walkable community, where feasible. She continued that there are businesses along Dequindre that pedestrians may walk to. Ms. Wilsher stated that she could see sidewalk as a benefit in this area and considers sidewalks as a safety issue.

Mr. Petruilis stated that there would still be a lot between these properties and Dequindre with no sidewalk, should these waivers be denied. He is concerned about the lack of connection and does not believe that there would be support for sidewalks in this area.

Mr. Brandstetter discussed apparent drainage issues in the area relative to sidewalk installation. He also had concerns about the ability of a resident to be able to park in the driveway without overhanging the sidewalk.

Ms. Wilsher asked about sidewalk widths required by the city in residential areas. Five (5) foot wide sidewalks are standard in residential areas.

Mr. Brandstetter noted that DPW recommended approving the sidewalk waiver request.

**RESOLUTION # 2015-03-05**

Moved by Petruilis

Seconded by Brandstetter

**WHEREAS**, City of Troy Ordinances, Chapter 34, allows the Traffic Committee to grant waivers of the City of Troy Design Standards for Sidewalks upon a demonstration of necessity; and

**WHEREAS**, Arek with Jenmax Homes has requested a waiver of the requirement to

construct sidewalk based on no other existing sidewalk on Iowa; and

**WHEREAS**, the Traffic Committee has determined the following:

- a. A waiver will not impair the public health, safety or general welfare of the inhabitants of the City and will not unreasonably diminish or impair established property values within the surrounding area, and
- b. A strict application of the requirements to construct a sidewalk would result in practical difficulties to, or undue hardship upon, the owners, and
- c. The construction of a new sidewalk would lead nowhere and connect to no other walk, and thus will not serve the purpose of a pedestrian travel-way.

**NOW THEREFORE, BE IT RESOLVED**, that the Traffic Committee grants a waiver of the sidewalk requirement for 2962 Iowa (Sidwell #88-20-36-227-072).

YES: 3 (Brandstetter, Petrulis, Wilsher)

NO: 1 (Ziegenfelder)

ABSENT: 2 (Easterbrook, Kilmer)

MOTION CARRIED

**5. Request for Sidewalk Waiver – 2974 Iowa – Sidwell #88-20-36-227-073**

Arek with Jenmax Homes requests a sidewalk waiver for the sidewalk at 2974 Iowa (Sidwell #88-20-36-227-073). Arek states that no other homes in the neighborhood have a sidewalk. The proposed sidewalk would lead to nowhere and connect to nothing.

Mr. Arek was in attendance at the meeting and discussed the request. He stated that there were no other sidewalks in the area. The sidewalk would connect to nothing and lead to nowhere. Mr. Arek also stated that a sidewalk could create a trip/fall hazard as there is no other sidewalk that it would connect to.

Mr. Ziegenfelder asked if the homes were already built or sold. Mr. Arek replied that they have not been built or sold.

Ms. Wilsher discussed the desire to have a walkable community, where feasible. She continued that there are businesses along Dequindre that pedestrians may walk to. Ms. Wilsher stated that she could see sidewalk as a benefit in this area and considers sidewalks as a safety issue.

Mr. Petrulis stated that there would still be a lot between these properties and Dequindre with no sidewalk, should these waivers be denied. He is concerned about the lack of connection and does not believe that there would be support for sidewalks in this area.

Mr. Brandstetter discussed apparent drainage issues in the area relative to sidewalk installation. He also had concerns about the ability of a resident to be able to park in the driveway without overhanging the sidewalk.

Ms. Wilsher asked about sidewalk widths required by the city in residential areas. Five (5) foot wide sidewalks are standard in residential areas.

Mr. Brandstetter noted that DPW recommended approving the sidewalk waiver request.

**RESOLUTION # 2015-03-06**

Moved by Petruilis

Seconded by Brandstetter

**WHEREAS**, City of Troy Ordinances, Chapter 34, allows the Traffic Committee to grant waivers of the City of Troy Design Standards for Sidewalks upon a demonstration of necessity; and

**WHEREAS**, Arek with Jenmax Homes has requested a waiver of the requirement to construct sidewalk based on no other existing sidewalk on Iowa; and

**WHEREAS**, the Traffic Committee has determined the following:

- a. A waiver will not impair the public health, safety or general welfare of the inhabitants of the City and will not unreasonably diminish or impair established property values within the surrounding area, and
- b. A strict application of the requirements to construct a sidewalk would result in practical difficulties to, or undue hardship upon, the owners, and
- c. The construction of a new sidewalk would lead nowhere and connect to no other walk, and thus will not serve the purpose of a pedestrian travel-way.

**NOW THEREFORE, BE IT RESOLVED**, that the Traffic Committee grants a waiver of the sidewalk requirement for 2974 Iowa (Sidwell #88-20-36-227-073).

YES: 3 (Brandstetter, Petruilis, Wilsher)

NO: 1 (Ziegenfelder)

ABSENT: 2 (Easterbrook, Kilmer)

MOTION CARRIED

**6. Request for Sidewalk Waiver – 2986 Iowa – Sidwell #88-20-36-227-074**

Arek with Jenmax Homes requests a sidewalk waiver for the sidewalk at 2986 Iowa (Sidwell #88-20-36-227-074). Arek states that no other homes in the neighborhood have a sidewalk.

The proposed sidewalk would lead to nowhere and connect to nothing.

Mr. Arek was in attendance at the meeting and discussed the request. He stated that there were no other sidewalks in the area. The sidewalk would connect to nothing and lead to nowhere. Mr. Arek also stated that a sidewalk could create a trip/fall hazard as there is no other sidewalk that it would connect to.

Mr. Ziegenfelder asked if the homes were already built or sold. Mr. Arek replied that they have not been built or sold.

Ms. Wilsher discussed the desire to have a walkable community, where feasible. She continued that there are businesses along Dequindre that pedestrians may walk to. Ms. Wilsher stated that she could see sidewalk as a benefit in this area and considers sidewalks as a safety issue.

Mr. Petruilis stated that there would still be a lot between these properties and Dequindre with no sidewalk, should these waivers be denied. He is concerned about the lack of connection and does not believe that there would be support for sidewalks in this area.

Mr. Brandstetter discussed apparent drainage issues in the area relative to sidewalk installation. He also had concerns about the ability of a resident to be able to park in the driveway without overhanging the sidewalk.

Ms. Wilsher asked about sidewalk widths required by the city in residential areas. Five (5) foot wide sidewalks are standard in residential areas.

Mr. Brandstetter noted that DPW recommended approving the sidewalk waiver request.

**RESOLUTION # 2015-03-07**

Moved by Petruilis

Seconded by Brandstetter

**WHEREAS**, City of Troy Ordinances, Chapter 34, allows the Traffic Committee to grant waivers of the City of Troy Design Standards for Sidewalks upon a demonstration of necessity; and

**WHEREAS**, Arek with Jenmax Homes has requested a waiver of the requirement to construct sidewalk based on no other existing sidewalk on Iowa; and

**WHEREAS**, the Traffic Committee has determined the following:

- a. A waiver will not impair the public health, safety or general welfare of the inhabitants of the City and will not unreasonably diminish or impair established property values within the surrounding area, and

- b. A strict application of the requirements to construct a sidewalk would result in practical difficulties to, or undue hardship upon, the owners, and
- c. The construction of a new sidewalk would lead nowhere and connect to no other walk, and thus will not serve the purpose of a pedestrian travel-way.

**NOW THEREFORE, BE IT RESOLVED**, that the Traffic Committee grants a waiver of the sidewalk requirement for 2986 Iowa (Sidwell #88-20-36-227-074).

YES: 3 (Brandstetter, Petrulis, Wilsher)

NO: 1 (Ziegenfelder)

ABSENT: 2 (Easterbrook, Kilmer)

MOTION CARRIED

**7. Request for Sidewalk Waiver – 587 Trombley – Sidwell #88-20-22-253-018**

Brad Manning of Clearview Homes requests a sidewalk waiver for the sidewalks at 587 Trombley (Sidwell #88-20-22-253-018). Mr. Manning states that there are no existing sidewalks on the street. The proposed sidewalk would lead to nowhere and connect to nothing.

Mr. Manning was in attendance at the meeting and discussed the request. He stated that there were no other sidewalks in the area. The sidewalk would connect to nothing and lead to nowhere. Mr. Manning stated that future connections in this area is unlikely.

Mr. Jim Dumont of 683 Trombley was in attendance at the meeting and stated that he was not in favor or opposition to the request. His concern is for the children in the area and believes that the city should construct sidewalks or develop a plan to construct sidewalks in this area.

Ms. Wilsher agreed that children do walk in the street in this area. She considers sidewalks in this area as a safety concern due to the proximity to Wattles Elementary.

Mr. Petrulis asked about physical difficulties in constructing a sidewalk at these locations due to existing utility poles and roadside drainage ditches. He has concerns about physically placing a sidewalk. Mr. Petrulis noted that DPW recommended approving the sidewalk waiver request.

**RESOLUTION # 2015-03-08**

Moved by Petrulis

Seconded by Brandstetter

**WHEREAS**, City of Troy Ordinances, Chapter 34, allows the Traffic Committee to grant waivers of the City of Troy Design Standards for Sidewalks upon a demonstration of

necessity; and

**WHEREAS**, Brad Manning of Clearview Homes has requested a waiver of the requirement to construct sidewalk based on no other existing sidewalk on Trombley; and

**WHEREAS**, the Traffic Committee has determined the following:

- a. A waiver will not impair the public health, safety or general welfare of the inhabitants of the City and will not unreasonably diminish or impair established property values within the surrounding area, and
- b. A strict application of the requirements to construct a sidewalk would result in practical difficulties to, or undue hardship upon, the owners, and
- c. The construction of a new sidewalk would lead nowhere and connect to no other walk, and thus will not serve the purpose of a pedestrian travel-way.

**NOW THEREFORE, BE IT RESOLVED**, that the Traffic Committee grants a waiver of the sidewalk requirement for 587 Trombley (Sidwell #88-20-22-253-018).

YES: 2 (Brandstetter, Petrusis)  
NO: 2 (Wilsher, Ziegenfelder)  
ABSENT: 2 (Easterbrook, Kilmer)

MOTION DENIED

**8. Request for Sidewalk Waiver – 640 Trombley – Sidwell #88-20-22-401-097**

Brad Manning of Clearview Homes requests a sidewalk waiver for the sidewalks at 640 Trombley (Sidwell #88-20-22-401-097). Mr. Manning states that there are no existing sidewalks on the street. The proposed sidewalk would lead to nowhere and connect to nothing.

Mr. Manning was in attendance at the meeting and discussed the request. He stated that there were no other sidewalks in the area. The sidewalk would connect to nothing and lead to nowhere. Mr. Manning stated that future connections in this area is unlikely.

Mr. Jim Dumont of 683 Trombley was in attendance at the meeting and stated that he was not in favor or opposition to the request. His concern is for the children in the area and believes that the city should construct sidewalks or develop a plan to construct sidewalks in this area.

Ms. Wilsher agreed that children do walk in the street in this area. She considers sidewalks in this area as a safety concern due to the proximity to Wattles Elementary.

Mr. Petrusis asked about physical difficulties in constructing a sidewalk at these locations

due to existing utility poles and roadside drainage ditches. He has concerns about physically placing a sidewalk. Mr. Petruilis noted that DPW recommended approving the sidewalk waiver request.

**RESOLUTION # 2015-03-09**

Moved by Petruilis  
Seconded by Brandstetter

**WHEREAS**, City of Troy Ordinances, Chapter 34, allows the Traffic Committee to grant waivers of the City of Troy Design Standards for Sidewalks upon a demonstration of necessity; and

**WHEREAS**, Brad Manning of Clearview Homes has requested a waiver of the requirement to construct sidewalk based on no other existing sidewalk on Trombley; and

**WHEREAS**, the Traffic Committee has determined the following:

- a. A waiver will not impair the public health, safety or general welfare of the inhabitants of the City and will not unreasonably diminish or impair established property values within the surrounding area, and
- b. A strict application of the requirements to construct a sidewalk would result in practical difficulties to, or undue hardship upon, the owners, and
- c. The construction of a new sidewalk would lead nowhere and connect to no other walk, and thus will not serve the purpose of a pedestrian travel-way.

**NOW THEREFORE, BE IT RESOLVED**, that the Traffic Committee grants a waiver of the sidewalk requirement for 640 Trombley (Sidwell #88-20-22-401-097).

YES: 2 (Brandstetter, Petruilis)  
NO: 2 (Wilsher, Ziegenfelder)  
ABSENT: 2 (Easterbrook, Kilmer)

MOTION DENIED

**9. Request for Sidewalk Waiver – 650 Trombley – Sidwell #88-20-22-401-098**

Brad Manning of Clearview Homes requests a sidewalk waiver for the sidewalks at 650 Trombley (Sidwell #88-20-22-401-098). Mr. Manning states that there are no existing sidewalks on the street. The proposed sidewalk would lead to nowhere and connect to nothing.

Mr. Manning was in attendance at the meeting and discussed the request. He stated that there were no other sidewalks in the area. The sidewalk would connect to nothing and lead

to nowhere. Mr. Manning stated that future connections in this area is unlikely.

Mr. Jim Dumont of 683 Trombley was in attendance at the meeting and stated that he was not in favor or opposition to the request. His concern is for the children in the area and believes that the city should construct sidewalks or develop a plan to construct sidewalks in this area.

Ms. Wilsher agreed that children do walk in the street in this area. She considers sidewalks in this area as a safety concern due to the proximity to Wattles Elementary.

Mr. Petruilis asked about physical difficulties in constructing a sidewalk at these locations due to existing utility poles and roadside drainage ditches. He has concerns about physically placing a sidewalk. Mr. Petruilis noted that DPW recommended approving the sidewalk waiver request.

**RESOLUTION # 2015-03-10**

Moved by Petruilis

Seconded by Brandstetter

**WHEREAS**, City of Troy Ordinances, Chapter 34, allows the Traffic Committee to grant waivers of the City of Troy Design Standards for Sidewalks upon a demonstration of necessity; and

**WHEREAS**, Brad Manning of Clearview Homes has requested a waiver of the requirement to construct sidewalk based on no other existing sidewalk on Trombley; and

**WHEREAS**, the Traffic Committee has determined the following:

- a. A waiver will not impair the public health, safety or general welfare of the inhabitants of the City and will not unreasonably diminish or impair established property values within the surrounding area, and
- b. A strict application of the requirements to construct a sidewalk would result in practical difficulties to, or undue hardship upon, the owners, and
- c. The construction of a new sidewalk would lead nowhere and connect to no other walk, and thus will not serve the purpose of a pedestrian travel-way.

**NOW THEREFORE, BE IT RESOLVED**, that the Traffic Committee grants a waiver of the sidewalk requirement for 650 Trombley (Sidwell #88-20-22-401-098).

YES: 2 (Brandstetter, Petruilis)  
NO: 2 (Wilsher, Ziegenfelder)  
ABSENT: 2 (Easterbrook, Kilmer)

MOTION DENIED

Ms. Wilsher made a motion to reconsider the Trombley sidewalk waiver requests to discuss a cash deposit in lieu of sidewalk construction. There was unanimous consensus from the Traffic Committee members.

Ms. Wilsher discussed the desire to have sidewalks throughout the city, but agreed that it may not be the right time for sidewalks on Trombley. She further asked about the option of a cash deposit for future construction to assure consent and participation if there is a future sidewalk installation.

Discussion among the members ensued and this option has been used in the past.

It was stated that the estimated price used for sidewalk by the city is \$3.50 per square foot in a residential setting.

Mr. Brandstetter stated that there was one (1) phone call received supporting the sidewalk waiver and one (1) email received opposed to the sidewalk waiver.

Mr. Manning stated that he was in favor of a cash deposit in lieu of constructing the sidewalk for the three (3) lots on Trombley.

**RESOLUTION # 2015-03-11**

Moved by Wilsher  
Seconded by Brandstetter

**WHEREAS**, there was consensus to reconsider the sidewalk waiver resolution at 587 Trombley;

**NOW THEREFORE, BE IT RESOLVED**, that the Traffic Committee grants a waiver of the sidewalk requirement for 587 Trombley – Sidwell #88-20-22-253-018, contingent upon the receipt of a cash deposit from Clearview Homes commensurate with the cost to construct sidewalk.

YES: 4 (Brandstetter, Petrulis, Wilsher, Ziegenfelder)  
NO: None  
ABSENT: 2 (Easterbrook, Kilmer)

MOTION CARRIED

**RESOLUTION # 2015-03-12**

Moved by Wilsher  
Seconded by Brandstetter

**WHEREAS**, there was consensus to reconsider the sidewalk waiver resolution at 640 Trombley (Sidwell #88-20-22-401-097);

**NOW THEREFORE, BE IT RESOLVED**, that the Traffic Committee grants a waiver of the sidewalk requirement for 640 Trombley (Sidwell #88-20-22-401-097), contingent upon the receipt of a cash deposit from Clearview Homes commensurate with the cost to construct sidewalk.

YES: 4 (Brandstetter, Petrulis, Wilsher, Ziegenfelder)  
NO: None  
ABSENT: 2 (Easterbrook, Kilmer)

MOTION CARRIED

**RESOLUTION # 2015-03-13**

Moved by Wilsher  
Seconded by Brandstetter

**WHEREAS**, there was consensus to reconsider the sidewalk waiver resolution at 650 Trombley (Sidwell #88-20-22-401-098).

**NOW THEREFORE, BE IT RESOLVED**, that the Traffic Committee grants a waiver of the sidewalk requirement 650 Trombley (Sidwell #88-20-22-401-098), contingent upon the receipt of a cash deposit from Clearview Homes commensurate with the cost to construct sidewalk.

YES: 4 (Brandstetter, Petrulis, Wilsher, Ziegenfelder)  
NO: None  
ABSENT: 2 (Easterbrook, Kilmer)

MOTION CARRIED

**6. Public Comment**

No members of the public made any comments.

**5. Other Business**

Ms. Wilsher discussed the traffic signal at Maple and Livernois. Specifically, that there is not sufficient time for left turns. She also has concerns about vehicles making a left turn out of the SpeedWay gas station on the northeast corner of Maple and Livernois.

Mr. Ziegenfelder brought up the poor condition of Dequindre Road, northbound to westbound Wattles (left turn lane).

Ms. Wilsher asked about the dog park. She stated that there are a lot of seniors interested in the park but don't have enough information or don't know where to go to get more information. The Traffic Engineer will relay the message to the dog park members to see if a more active engagement at locations such as the Community Center.

**6. Adjourn**

The meeting adjourned at 8:26 p.m.

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Pete Ziegenfelder, Chairperson

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Bill Huotari, Deputy City Engineer/Traffic Engineer

A Meeting of the Civil Service Commission (Act 78) was held Monday, April 13, 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 Dickson, City Clerk  
Jeanette Menig, Human Resources Director  
Brooke Insana, Human Resources Coordinator  
Gary Mayer, Police Chief  
Thomas Gordon, Police Lieutenant

**B. APPROVAL OF MINUTES:**

**1. Approval of Minutes of Friday, February 13, 2015**

Resolution #CSC-2015-04-006  
Moved by Cannon  
Seconded by McGinnis

RESOLVED, That the Troy Civil Service Commission (Act 78) hereby **APPROVES** the Minutes of the Friday, February 13, 2015, 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 Job Qualifications, Posting and Test Battery for Recruitment of Police Officer**

Resolution #CSC-2014-04-007  
Moved by Cannon  
Seconded by Steele

RESOLVED, That the Civil Service Commission (Act 78) hereby **APPROVES** the job qualifications, the posting and the test battery for the recruitment of Police Officer as **PRESENTED**.

Yes: McGinnis, Steele, Cannon  
No: None

**MOTION CARRIED**

**PUBLIC COMMENT: None**

**G. ADJOURNMENT:**

The Civil Service Commission (Act 78) meeting **ADJOURNED** at 7:35 AM.

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Donald E. McGinnis, Jr., Chairman

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M. Aileen Dickson, City Clerk