



TROY CITY COUNCIL

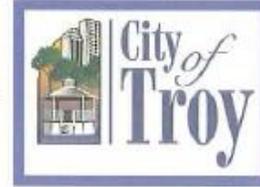
REGULAR MEETING

AGENDA

JUNE 8, 2015
CONVENING AT 7:30 P.M.

Submitted By
The City Manager

NOTICE: Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk at (248) 524-3316 or via e-mail at clerk@troymi.gov at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.



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**
June 8, 2015 – 7:30 PM
Council Chambers
City Hall - 500 West Big Beaver
Troy, Michigan 48084
(248) 524-3317

INVOCATION: Pastor Dan Lewis 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 Presentation by St. Nicholas Greek Orthodox Church on OPA Fest (*Presented by: Cindy Stewart, Community Affairs Director*) **1**

C-2 Proclamation for Pastor Dan Lewis, Troy Christian Chapel, Celebrating 34 Years of Service (*Presented by: Mayor Dane Slater*) **1**

C-3 Legislative Update by Shawn Ciavattone, Senator Knollenberg's Office (*Presented by: Mayor Dane Slater*) **1**

C-4 The Garden Party 2015 (*Presented by: Shannon Louwaert, Treasurer's Office and Cindy Stewart, Community Affairs Director*) **1**

C-5 Presentation on the 60th Birthday Celebration (*Presented by: Cindy Stewart, Community Affairs Director*) **1**

C-6 LDFA Extension Update (*Presented by: Richard Carlisle, Planning Consultant*) **1**

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D-1 No Carryover Items **2**

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INVOCATION: Pastor Dan Lewis 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 #2015-06-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of _____ at the Regular City Council Meeting of June 8, 2015, due to _____.

Yes:

No:

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 Presentation by St. Nicholas Greek Orthodox Church on OPA Fest *(Presented by: Cindy Stewart, Community Affairs Director)*

C-2 Proclamation for Pastor Dan Lewis, Troy Christian Chapel, Celebrating 34 Years of Service *(Presented by: Mayor Dane Slater)*

C-3 Legislative Update by Shawn Ciavattone, Senator Knollenberg’s Office *(Presented by: Mayor Dane Slater)*

C-4 The Garden Party 2015 *(Presented by: Shannon Louwaert, Treasurer’s Office and Cindy Stewart, Community Affairs Director)*

C-5 Presentation on the 60th Birthday Celebration *(Presented by: Cindy Stewart, Community Affairs Director)*

C-6 LDFA Extension Update *(Presented by: Richard Carlisle, Planning Consultant)*

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 – None; b) City Council Appointments – None

a) Mayoral Appointments: None

b) City Council Appointments: None

I-2 Board and Committee Nominations: a) Mayoral Nominations – Brownfield Redevelopment Authority; b) City Council Nominations – Charter Revision Committee, Historic District Commission, Personnel Board, Traffic Committee, Zoning Board of Appeals

a) Mayoral Nominations:

Suggested Resolution

Resolution #2015-06-

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 2	Notes 3
Dziurman	Theodore	3/8/2014	4/30/2015	BCBA exp 1/1/2015	NO Reappointment
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.	5/7/2017	4/30/2018		

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

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Salgat	Charles	5/20/2017	

Yes:

No:

b) City Council Nominations:

Suggested Resolution

Resolution #2015-06-

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	NO Reappointment
Howrylak	Frank	2/1/2014	4/30/2017	
Kanoza	Shirley	2/21/2015	4/30/2016	
Weisgerber	William	11/17/2013	4/30/2015	NO Reappointment
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:

No applicants on file.

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	Notes 3
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		Requests Reappointment
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	NO Reappointment
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	
Salgat	Charles	5/20/2017	

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	5/1/2017	4/30/2015		Requests Reappointment

Rosenberg	Michael	4/19/2015	4/30/2017		
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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 rd Choice)
Regan	Kathleen	3/26/2017	STUDENT	(1 st 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	4/27/2015	4/30/2015		Requests Reappointment
Courtney	Kenneth	2/25/2015	4/30/2016		
Desmond	Thomas	10/21/2016	4/30/2015		Request Reappointment
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**

Term currently held by: Thomas Desmond

Term Expires: 4/30/2018

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	
Sharp	John	5/12/2015	
Sinutko	Jaime	8/5/2016	

Yes:
No:

I-3 No Closed Session Requested

I-4 Updates to City Attorney’s Employment Agreement (*Introduced by: Mayor Dane Slater*)

Suggested Resolution
Resolution #2015-06-
Moved by
Seconded by

NOW THEREFORE, BE IT RESOLVED, That the attached Employment Agreement is hereby **APPROVED**, and the Mayor and Clerk are **AUTHORIZED TO SIGN** the document on behalf of the City of Troy; a copy of the executed Agreement shall be **ATTACHED** to the original Minutes of the meeting.

Yes:
No:

I-5 Troy Roads Rock - 2015 County Road Concrete Slab Replacement – Additional Construction Agreement – Big Beaver, Coolidge to Crooks (*Introduced by: Steve Vandette, City Engineer*)

Suggested Resolution
Resolution #2015-06-
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 for the 2015 County Road Concrete Slab Replacement – Additional Construction for Big Beaver Road from Adams to I-75 is hereby **APPROVED** to accept a \$200,000 contribution from the Board of Oakland County Road Commissioners for Oakland County, at no cost to the City of Troy, and the Mayor and City Clerk are **AUTHORIZED** to execute the agreement, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:
No:

J. CONSENT AGENDA:**J-1a Approval of "J" Items NOT Removed for Discussion**Suggested Resolution

Resolution #2015-06-

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 #2015-06-

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

- a) City Council Meeting Minutes-Draft – May 18, 2015

J-3 Proposed City of Troy Proclamations:

- a) Proclamation to Pastor Dan Lewis, Troy Christian Chapel, Celebrating 34 Years of Service

J-4 Standard Purchasing Resolutions

- a) **Standard Purchasing Resolution 1: Award to Low Bidder – Contract 15-50-2015 – Water Main Replacement**

Suggested Resolution

Resolution #2015-06-

RESOLVED, That Troy City Council hereby **AWARDS** Contract No. 15-50, 2015 Water Main Replacements, to *D.V.M. Utilities, Inc., 6045 Sims Dr., Suite 2, Sterling Heights, MI, 48313* for their low total bid of \$204,849.00.

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 15% of the total project cost.

b) **Award Standard Purchasing Resolution 3: Exercise Renewal Option - Workers Compensation Insurance Renewal for Fiscal Year 2015/2016**

Suggested Resolution

Resolution #2015-06-

WHEREAS, Michigan Municipal League Workers' Compensation Fund is currently and successfully providing the City of Troy's Workers' Compensation Insurance; and

WHEREAS, The City is in receipt of a renewal package from the Michigan Municipal League Workers' Compensation Fund which includes a dividend credit attributable to Fund members overall, with a .85 Experience Modification factor and a dividend credit of \$156,292.00; a copy of which shall be **ATTACHED** to the original Minutes of this meeting; and

WHEREAS, The City's annual premium will be \$330,477.00; City Administration recommends approval of the one year renewal is in the best interest of the City.

NOW THEREFORE, BE IT RESOLVED, That the Troy City Council **AGREES** to renew the Agreement with the Michigan Municipal League Workers' Compensation Fund for Workers' Compensation Insurance and **AUTHORIZES** payment in an amount not to exceed the annual premium of \$330,744.00 for one (1) year and **AUTHORIZES** the City Attorney to execute any documents necessary for the renewal of the Agreement with the Michigan Municipal League Workers' Compensation Fund; contract to expire June 30, 2016.

J-5 Suggested Resolution Requesting a Study Session be Scheduled on Monday, July 20, 2015 at 6:00 PM to Review the Public Opinion Survey and InterActionTroy

Suggested Resolution

Resolution #2015-06-

RESOLVED, That Troy City Council hereby **SCHEDULES** a Study Session for the purpose of reviewing the public opinion survey and InterActionTroy on Monday, July 20, 2015 at 6:00 PM in the City Council Boardroom of Troy City Hall, 500 W. Big Beaver Rd., Troy, MI 48084.

J-6 Request for Recognition as a Nonprofit Organization from Red Hawk Quarterback Club

Suggested Resolution

Resolution #2015-06-

RESOLVED, That Troy City Council hereby **APPROVES** the request from Red Hawk Quarterback Club, asking that they be recognized as a nonprofit organization operating in the community for the purpose of obtaining a charitable gaming license as recommended by City Management.

J-7 Appointment of SOCRRA Representative and Alternate

Suggested Resolution

Resolution #2015-06-

RESOLVED, That Troy City Council hereby **DESIGNATES** Tim Richnak, DPW Director, as SOCRRA Representative and Kurt Bovensiep, Public Works Manager, as Alternate SOCRRA Representative with the term expiring on June 30, 2016.

J-8 Request to Approve the Sale of City Owned Surplus Parcel Located in Section 36 – Sidwell #88-20-36-426-093

Suggested Resolution

Resolution #2015-06-

RESOLVED, That Troy City Council hereby **APPROVES** the sale of a City owned surplus parcel having Sidwell #88-20-36-426-091, to *Matthew McNabb* in the amount of \$1,200.00 as stated in the Offer to Purchase, and all closing costs.

BE IT FURTHER RESOLVED, That the Mayor and City Clerk are **AUTHORIZED TO EXECUTE** a Warranty Deed, on behalf of the City.

BE IT FINALLY RESOLVED, That the City Clerk is hereby **DIRECTED TO RECORD** said documents, including all attachments, at the Oakland County Register of Deeds, a copy of which shall be **ATTACHED** to and made a part of the original Minutes of this meeting.

J-9 Private Agreement – Contract for Installation of Municipal Improvements – Virgilia Water and Sewer Extension – Project No. 14.903.3

Suggested Resolution

Resolution #2015-06-

RESOLVED, That Troy City Council hereby **APPROVES** the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and *Champagne Building Company*, which includes the installation of a Water Main, Sanitary Sewer, Storm Sewer and Asphalt Pavement, 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-10 Private Agreement – Contract for Installation of Municipal Improvements – Somerton Sanitary Sewer Extension – Project No. 15.404.3

Suggested Resolution

Resolution #2015-06-

RESOLVED, That Troy City Council hereby **APPROVES** the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and *Sterling Construction Inc.*, which includes the installation of sanitary sewer, storm sewer and sidewalk on the site and in the adjacent right of way, and the Mayor and City Clerk are **AUTHORIZED** to execute the documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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:

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

N-1 No Council Referrals

O. COUNCIL COMMENTS:

O-1 No Council Comments Advanced

P. REPORTS:

P-1 Minutes – Boards and Committees:

- a) Zoning Board of Appeals Minutes-Final – April 21, 2015
 - b) Planning Commission Minutes-Final – May 12, 2015
 - c) Zoning Board of Appeals Minutes-Draft – May 19, 2015
-

P-2 Department Reports:

- a) Letter from Cathleen Russ to Keri Clawson, Manager Macy’s Somerset Regarding RIF/Macy’s Be Book Smart Campaign
 - b) Fireworks – June 4, 2015 Press Release
-

P-3 Letters of Appreciation:

- a) To Cathy Russ from Karen Reish, Library Grants Coordinator at the State of Michigan, Department of Education
-

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

S. ADJOURNMENT:

Respectfully submitted,

A handwritten signature in black ink, appearing to read "B. Kischnick". The signature is written in a cursive, somewhat stylized font.

Brian Kischnick, City Manager

FUTURE CITY COUNCIL PUBLIC HEARINGS:

PROPOSED SPECIAL CITY COUNCIL MEETINGS AND STUDY SESSIONS:

SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

2015 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

June 22, 2015	Regular Meeting
July 6, 2015.....	Regular Meeting
July 20, 2015.....	Regular Meeting
August 10, 2015.....	Regular Meeting
August 24, 2015.....	Regular Meeting
September 14, 2015	Regular Meeting
September 28, 2015	Regular Meeting
October 12, 2015	Regular Meeting
October 26, 2015	Regular Meeting
November 9, 2015	Regular Meeting
November 23, 2015	Regular Meeting
December 7, 2015	Regular Meeting
December 14, 2015	Regular Meeting

**PROCLAMATION IN RECOGNITION OF
PASTOR DANIEL LEWIS
34 YEARS OF SERVICE AT TROY CHRISTIAN CHAPEL**

WHEREAS, Pastor Dan Lewis was born in Billings, Montana, on April 7, 1950, the youngest of four siblings. His education began in a two-room school house north of Billings. **Pastor Dan** graduated from North Salinas High School in 1968 and attended Conqueror's Bible College in Portland, Oregon, where he met Peggy, the love of his life; and

WHEREAS, After **Pastor Dan's** graduation from college, the young, newly married couple spent the next few years ministering in a variety of ways – as an evangelist to small churches in the western states, then as a short-term teacher at Caribbean Bible Institute in Kingston, Jamaica, and then as an associate pastor in Indiana. They also did some short-term work for Bible colleges in Zimbabwe and Kenya; and

WHEREAS, Pastor Dan and Peggy's children – three sons – reflect their journeys of ministry: Jamie born in Indiana, Travis born in Oregon, and Chad born in Mississippi. It was while teaching in Mississippi, that **Professor Lewis** met a student from Troy, and this meeting changed the direction of their lives. The Deacon Board of Troy Christian Chapel asked him to become the pastor of their church, and thus began what was to become a 34-year pastoral ministry; and

WHEREAS, Pastor Dan began his ministry of pastoring the congregation of Troy Christian Chapel in October 1981 when the church was on Big Beaver Road. They expanded and built the first part of the present chapel on Long Lake Road in 1986; and

WHEREAS, Pastor Dan and Peggy survived three church building projects, saw all three of their sons graduate from the Troy School District, and watched each of them go on to complete graduate degrees. Peggy, an art history major, recently retired from a career as a docent at the Detroit Institute of Arts; and

WHEREAS, Pastor Dan said that the greatest blessings in his pastoral ministry has been watching and nurturing the spiritual growth in our community. To date, he has conducted 146 weddings, 201 baptisms, and 182 baby dedications. While these are all wonderful milestones in a 34-year ministry, **Pastor Dan** says that one of the greatest blessings of his work as pastor has been mentoring several young ministers, some of whom are now pastors;

NOW, THEREFORE BE IT RESOLVED, That the City Council of the City of Troy extends special recognition to **Pastor Dan Lewis**, for his selfless and tireless service to our community and his congregation at **Troy Christian Chapel**; and

BE IT FURTHER RESOLVED, That the Troy City Council and all of Troy's residents congratulate **Pastor Dan Lewis** for his 34 years of dedication and commitment and wish him and Peggy continued success in all future endeavors, especially doing mission work abroad as they continue to serve the Lord and the Kingdom of God. **Pastor Dan and Peggy** will be missed not only by his congregation but the entire Troy community.

Presented this 8th day of June 2015.



Celebrate Troy's 60th Birthday

Saturday, June 20 | 4 - 11 pm

Boulan Park

The City of Troy is 60 years old and everyone is invited to join in the fun!!

Schedule of Events

4 - 7 pm

Sugarbush Farm's Farmer Joe with his Petting Farm
 Oakland County's Obstacle Course, Climbing Tower & Bouncers
 Clowns Patty Cake & FlapJack * FacePainting * Balloon Animals
 Birthday Cake * Food Trucks
 Police & Fire Vehicles
 Beaumont Hospital's Helicopter, Ambulance & Fun Info Booths
 Photo Station - The Many Faces of Troy
 Dan the Creature Man - Live Animal Show
 Old Fashion Fun & Games

Special Entertainment

4 pm: Athens High School Spirit Band
 4:30 pm: Crossroads Family Band
 5:30 pm: Police K-9 Demo
 7 pm: Carl Cafagna & Soundlove Concert
 9 pm: "Drive-In" Movie - Disney's McFarland USA



Event Sponsored by

Beaumont[®] | CHILDREN'S
HOSPITAL

**OAKLAND
COUNTY PARKS**
 DestinationOakland.com



MEMORANDUM

TO: Members of the Troy City Council
FROM: Lori Grigg Bluhm
DATE: May 20, 2015
SUBJECT: Updates to City Attorney's Employment Agreement

After my annual evaluation, I was asked to review and update my Employment Agreement in consultation with the Mayor, City Manager and Human Resources director. This contract had not been updated since 2005. I enclose the following revised contract for your consideration.

PROPOSED RESOLUTION:

NOW THEREFORE, BE IT RESOLVED that the attached Employment Agreement is hereby APPROVED, and the Mayor and Clerk are authorized to sign the document on behalf of the City of Troy. A copy of the executed Agreement shall be attached to the original minutes of the meeting.

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made on the 8th day of June, 2015 by and between the City of Troy, Michigan, a municipal corporation, hereinafter referred to as the "City" and Lori Grigg Bluhm, hereinafter referred to as the "Attorney".

SECTION 1. PERIOD OF EMPLOYMENT

This Agreement shall be effective as of June 8, 2015, and shall continue for 5 years, and may be terminated subject to the provisions of Section 11 of this Agreement.

SECTION 2. ATTORNEY'S DUTIES

The City Council agrees to continue to employ Attorney to perform the duties of the City Attorney as set out in the applicable statutes of the State of Michigan, the Charter of the City of Troy, all ordinances and resolutions lawfully enacted, and other such duties as the Council of the City of Troy may lawfully assign to the Attorney.

The Attorney shall at all times faithfully, industriously and to the best of her ability, experience and talents, perform all duties that may be required of and from her pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of the Council.

SECTION 3. OTHER EMPLOYMENT

The Attorney shall devote full-time attention, knowledge and skills in the interest of the City of Troy, and the City shall be entitled to full-time benefits arising from or incident to the full-time work, services, and advice of the Attorney. The Attorney may from time to time teach, lecture, or make presentations that will not conflict or interfere with her work for the City.

SECTION 4. HOURS OF WORK

The parties realize that the position of City Attorney requires the Attorney to work weekends, evenings, and other irregular hours at locations other than the City's administrative offices and during hours that said offices are not open. It is understood and agreed that the Attorney shall work whatever hours that may be necessary in order for her to fulfill the requirements of the position of Attorney, as described herein and otherwise, but in any event, no less than forty (40) hours per week.

SECTION 5.

ATTORNEY'S SALARY

The City agrees to employ Attorney at an annual salary of \$140,080 effective June 30, 2015. The salary shall be \$142,882 beginning on the first day of the first pay period of the new fiscal year (July 1, 2015), consistent with the 2% pay increase for classified and exempt employees. The City also agrees to review this salary in years 2 through 5 of this Agreement. The review shall take into consideration the performance of the City Attorney, comparable salary information from other relevant municipalities and other pay and benefit data, both internally and externally. The base salary of Attorney shall be evaluated annually prior to the anniversary date of this Agreement.

SECTION 6. DEFERRED COMPENSATION

The City of Troy shall make an annual contribution of \$5,000 to the ICMA Retirement Corporation Deferred Compensation Plan on behalf of the Attorney, starting July 1st 2015.

SECTION 7. AUTOMOBILE ALLOWANCE

The Attorney shall receive an automobile allowance of \$425 per month during the time she is actively working during the term of this Agreement as City Attorney for the City. This amount shall be increased from time to time to the extent such allowance is increased for other exempt employees within the City. This allowance shall be the total compensation to the Attorney for the use of her personal automobile in the course of the City's business and shall be paid in lieu of mileage or any other method of reimbursement. The Attorney shall use her vehicle for all City business that she performs. The Attorney shall provide proof of insurance to the City.

SECTION 8. OTHER BUSINESS EXPENSE

The City shall reimburse the Attorney for all reasonable employment related expenses, subject to the administrative policies concerning such expenses, as currently exist in the Exempt Employee Handbook for full time employees revised 06/09, as may be amended and otherwise. Such expenses may include, but are not limited to, the following: air travel, taxi and automobile rental, lodging, meals, memberships and subscriptions to the publications of the International Municipal Lawyers Association, the Michigan Association of Municipal Attorneys, the State Bar of Michigan and Public Corporations Law Section, the Oakland County Bar Association, registration fees for training programs offered by such organizations, and travel and incidental costs relating to attending such programs or conferences and meetings of such organizations. It is specifically understood that such activities are to be undertaken by the Attorney as may be required by the City, and shall be considered part of the Attorney's duties. In accordance with the Purchasing Policy, other incidental expenses incurred by the

Attorney during the course of her duties will also be reimbursed including business meals, supplies, and other costs associated with the position of City Attorney.

**SECTION 9.
PERFORMANCE REVIEW**

The Council shall annually conduct a performance review of the job performance of Attorney. Attorney may request that this performance review be conducted in executive session as provided by the state statute. The review shall be constructive in nature, the format and basis of which shall be discussed and agreed upon by Attorney and the City Council in advance in order to give Attorney the opportunity to improve her abilities and service to the City of Troy.

**SECTION 10.
PUBLIC OFFICIAL LIABILITY INSURANCE
AND REPRESENTATION BY LEGAL COUNSEL**

The City shall provide the Attorney with public official liability insurance in accordance with that provided other officers in the City. In addition, the City shall provide the Attorney legal representation as otherwise provided for other city officials and as provided by ordinance, except for malicious, wanton criminal conduct arising from the Attorney's action or conduct and/or unless the City Council determines that the Attorney was clearly acting outside of the scope of her duties when engaged in the actions or conduct which form the basis of such charges or claims.

**SECTION 11.
TERMINATION**

The City or the Attorney may terminate this Agreement at any time with or without just cause.

The Employee may terminate her own employment by giving the City Council, through the City Clerk, at least sixty (60) days notice in writing unless both parties mutually agree that shorter notice is acceptable.

The City shall also have the right to terminate the Attorney's employment without just cause. In the event that the City terminates the Attorney's employment without just cause, and the Attorney is willing, able, and ready to perform the duties as City Attorney, the City shall pay the Attorney the equivalent of six months' salary, not including fringe benefits, as full satisfaction of the City's obligation under this Agreement. The City shall not, however, be required to pay said sum to the Attorney until such time that she executes a full and complete release in a form acceptable to the City.

The City shall also have the right to terminate the Attorney's employment with just cause, and all rights of the Attorney as to compensation and benefits pursuant to this

Agreement shall cease as of the date of such termination. Just cause shall include, but is not limited to, any of the following:

- (a) Fraud, dishonesty, or other intentional misconduct either:
 - 1. in the performance of Attorney's duties and responsibilities pursuant to this Agreement, or
 - 2. which has a material adverse impact on the City, its officials, administrators or the Attorney.
- (b) The use by Attorney of alcohol, drugs, or any other intoxicant or controlled substance, in such a manner as to impair her ability to perform her duties and responsibilities pursuant to this Agreement in a competent and diligent manner or in a manner which harms the reputation of the City.
- (c) The Attorney's arrest and binding over for trial or a plea of guilty or nolo contendere to a crime providing for a term of imprisonment (other than traffic violations and crimes not requiring the knowing involvement of the Attorney in the commission thereof).
- (d)
 - (i) A pattern of neglect or persistent failure to perform the duties herein contained with respect to duties previously communicated to the Attorney in writing by the City Council but only after the Attorney has been provided notice by the City Council of its dissatisfaction with the performance of said duties and Attorney has been provided a reasonable opportunity to correct her performance;
 - (ii) Otherwise willful misconduct in connection with the performance of her duties hereunder.

**SECTION 12.
ELIGIBILITY FOR BENEFITS AFFORDED OTHER CITY OFFICIALS**

Except as otherwise provided in this Agreement, the Attorney shall receive the same benefits as provided to the City's exempt employees including: compensatory time, vacation leave, sick leave, Municipal Retirement Fund Contributions, Group Medical Insurance Benefits, life and other insurance, holidays and disability as is described in the City of Troy Exempt Employee's Handbook for full time employees, Revised 06/09, and exempt benefits summary, revised 12/14, and which may be modified from time to time during the course of this Agreement.

**SECTION 13.
ARBITRATION**

It is mutually agreed between the Attorney and the City that arbitration shall be the sole and exclusive remedy to redress any grievance which includes, but is not limited to any dispute, claim or controversy involving the interpretation of this Agreement, the terms, conditions or termination of this Agreement; and any and all disputes, claims or controversies arising as a result of the Employment of the Attorney by the City, including claims under federal, state or local civil rights statutes such as

Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Elliott-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act. It is the intention of the parties that the arbitration decision will be final and binding and that any and all grievances shall be disposed of as follows:

1. Any and all grievances must be submitted in writing by the aggrieved party within thirty (30) days from the date of termination of this Agreement;

2. Within thirty (30) days following the submission of the written grievance, the party to whom the grievance is submitted shall respond in writing. If no written response is submitted within thirty (30) days, the grievance shall be deemed denied;

3. If the grievance is denied, either party may, within thirty (30) days of such denial, refer the grievance to arbitration in Troy, Michigan. The arbitrator shall be chosen in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association then in effect, and the expense of the arbitration shall be shared equally by the City and the Attorney.

4. Any grievance shall be deemed waived unless presented within the time limits specified above. The arbitrator shall not have jurisdiction or authority to change, add to or subtract from any of the provisions of this Agreement. The arbitrator's sole authority shall be to interpret or apply the provisions of this Agreement. The parties hereby acknowledge that since arbitration is the exclusive remedy with respect to any grievance hereunder, neither party has the right to resort to any federal, state or local court or administrative agency concerning breaches of this Agreement and that the decision of the arbitrator shall be a complete defense to any suit, action or proceeding instituted in any federal, state or local court or before any administrative agency with respect to any dispute which is arbitrable as herein set forth. The arbitration provisions hereof shall, with respect to any grievance, survive the termination or expiration of this Agreement.

**SECTION 14.
COMPLETE AGREEMENT**

This written Agreement embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions or other obligations in this Agreement. Any amendments to this Agreement shall be in writing and executed by both the City and the Attorney.

**SECTION 15.
GOVERNING LAW**

This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan.

**SECTION 16.
SURVIVING PROVISIONS**

All provisions, which by their terms or by reasonable implication may be performed after termination of this Agreement, shall survive termination of this Agreement.

**SECTION 17.
REPRESENTATIONS AND WARRANTIES**

Attorney represents and warrants to the City that she is free to enter into this Agreement and that she has no prior or other obligations or commitments of any kind to anyone that would in any way hinder or interfere with her acceptance of, or the full, uninhibited and faithful performance of, her employment under or the exercise of her best efforts as an employee of the City.

**SECTION 18.
WAIVERS**

The failure of either party hereto at any time or from time to time to require performance of any of the other party's obligations under this Agreement shall in no manner affect the right to enforce any provision of this Agreement at a subsequent time, and the waiver of any rights arising out of any breach shall not be construed as a waiver of any rights arising out of any subsequent breach.

**SECTION 19.
SURVIVAL**

If any of the provisions, terms or clauses of this Agreement are declared illegal, unenforceable or ineffective in a legal forum or by the operation of law, those provisions, terms and clauses shall be deemed severable and all other provisions, terms and clauses shall remain valid and binding.

**SECTION 20.
WARRANTIES**

The individuals signing this Agreement represent and warrant that they, and each of them, are duly authorized and empowered to act on behalf of and to sign for the parties for whom they have signed respectively.

CITY OF TROY, a Michigan municipal Corporation

Witness

By: _____
Dane M. Slater, Mayor

Witness

By: _____
M. Aileen Dickson, City Clerk

ATTORNEY

Witness

By: _____
Lori Grigg Bluhm

Witness



CITY COUNCIL ACTION REPORT

Date: May 29, 2015

To: Brian Kischnick, City Manager

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

Subject: Troy Roads Rock - 2015 County Road Concrete Slab Replacement
Additional Construction Agreement – Big Beaver, Adams to I-75

History:

The 2015 County Road Concrete Slab Replacement program is well underway with work already completed on Dequindre Road. Dilisio Contracting is currently working on John R, from Maple to Long Lake and John R is anticipated to be completed by mid-June. They will move to Big Beaver, from Adams to City Hall once John R is complete.

City Council has previously approved a \$2,000,000 transfer from the General Fund for work on County roads (Dequindre, John R and Big Beaver).

In addition to this amount, approximately \$604,000 was also approved by Council for work on County roads (John R, Big Beaver, Livernois and Long Lake). This amount is a mix of \$304,000 in 2015 Tri-Party funds; \$100,000 in 2010 Tri-Party and a \$200,000 contribution made by the RCOC in addition to the RCOC providing testing, replacement of impacted traffic signal loops and pavement marking.

Staff was notified recently that the RCOC will be contributing another \$200,000 towards the program this year and the attached agreement will formalize this contribution. The additional funding will be used for work on Big Beaver, between Coolidge and Crooks.

Financial:

The Cost Participation Agreement for Additional Construction as part of the 2015 Concrete Slab Replacement program on Big Beaver provides for a \$200,000 contribution by the RCOC with no local match by the City.

In total, there is approximately \$2,804,000 available for the 2015 County Road Concrete slab replacement program.

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 Additional Construction as part of the 2015 Concrete Slab Replacement program to be used for concrete slab replacements on County Roads in the amount of \$200,000 with no local match by the City. Furthermore, staff recommends that the Mayor and City Clerk be authorized to execute the agreements.

COST PARTICIPATION AGREEMENT

ADDITIONAL CONSTRUCTION

2015 Concrete Slab Replacement

Big Beaver Road

City of Troy

Board Project No. 52981

This Agreement, made and entered into this _____ day of _____, 2015, by and between the Board of Road Commissioners for 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, as 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 \$200,000; and is in addition to the \$200,000 BOARD contribution specified in the agreement with the COMMUNITY dated May 7, 2015; 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.

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 \$200,000 shall be funded entirely by the BOARD.
6. Upon execution of this agreement, the COMMUNITY shall submit an invoice to the BOARD for \$200,000 (being 100% of the BOARD'S contribution). The invoice 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.

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

ADDITIONAL CONSTRUCTION
2015 Concrete Slab Replacement
Big Beaver Road
City of Troy
Board Project No. 52981

Concrete slab replacement on Big Beaver Road.

ESTIMATED PROJECT COST

Contractor Payments	<u>\$200,000</u>
Total Estimated Project Cost	<u><u>\$200,000</u></u>

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:

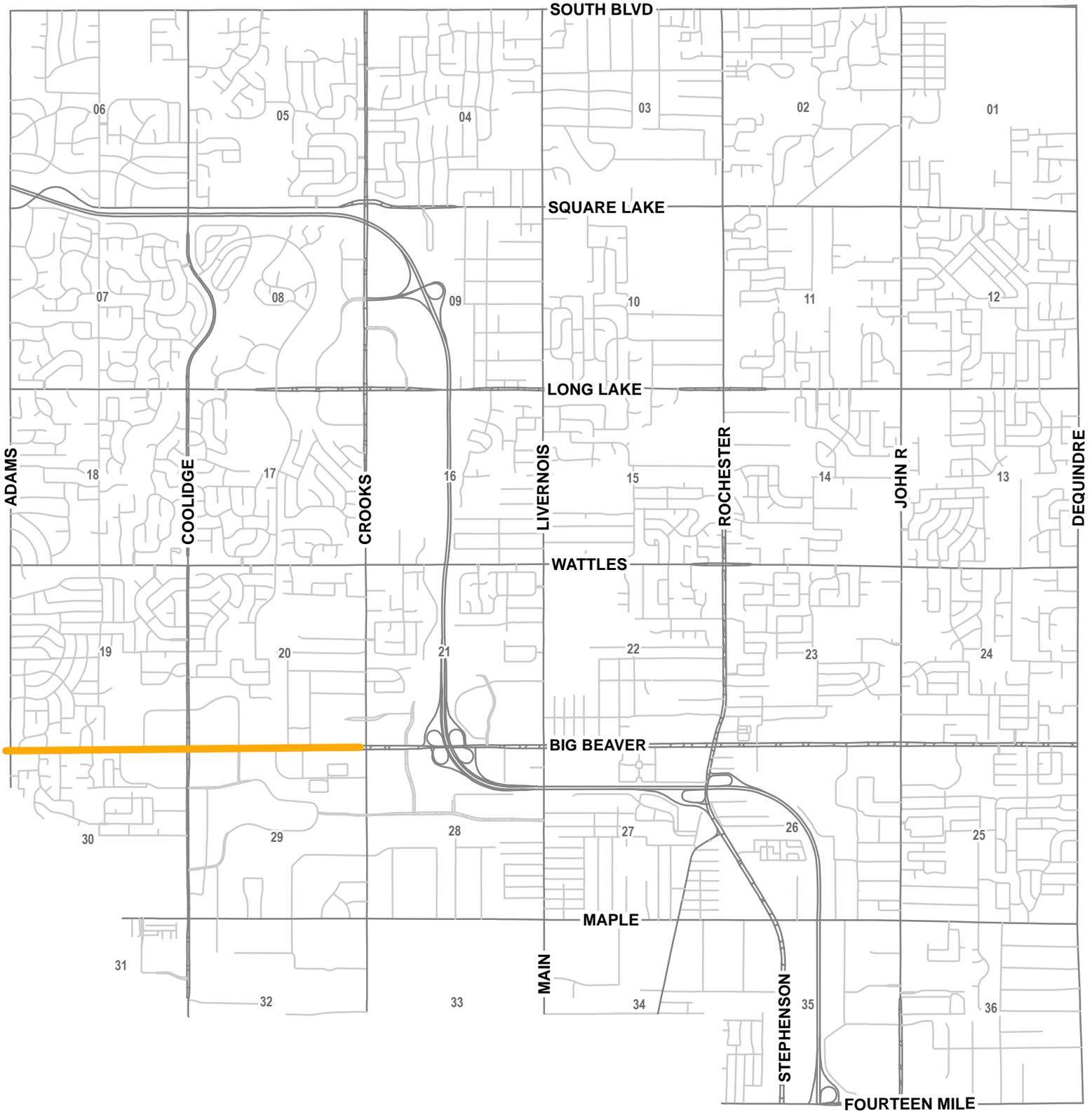
Bodily Injury Liability	or	Single Limit: Bodily Injury and Property Damage Liability
Each Person	\$500,000	Each Occurrence: \$2,000,000
Each Occurrence	\$1,000,000	

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 Concrete Slab Replacement Additional Construction



— Slab Replacement



Pastor Bob Cholette from Troy Assembly of God 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, May 18, 2015, at City Hall, 500 W. Big Beaver Rd. Mayor Slater called the meeting to order at 7:34 PM.

B. ROLL CALL:

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

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 Cathleen Russ, Troy Library Director, Presented on Behalf of Barnes and Noble Representative Donald Kendall a Check for \$615 Raised From Their Bookfair to the Troy Public Library Staff and Members of the Teen Advisory Board. The Money Will Be Used to Purchase English as a Second Language Collection of Books for Teens Who are New to Troy (Not Native Born)

C-2 Mayor Slater Presented a Proclamation to Karl Heim from Beaumont Health Systems to Recognize Beaumont's Annual Celebration of Life on National Cancer Survivors Day

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 – Brownfield Redevelopment Authority; b) City Council Appointments – None

a) Mayoral Appointments:

Resolution #2015-05-071
Moved by Slater
Seconded by Campbell

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:

Brownfield Redevelopment Authority

Appointed by Mayor
7 Regular Members
3 Year Term

Term Expires: 4/30/2018

Joseph Vassallo

Term currently held by: Joseph Vassallo

Yes: All-7
No: None

MOTION CARRIED

b) City Council Appointments: None

I-2 Board and Committee Nominations: a) Mayoral Nominations – Brownfield Redevelopment Authority; b) City Council Nominations – Charter Revision Committee, Historic District Commission, Personnel Board, Traffic Committee, Zoning Board of Appeals

a) Mayoral Nominations:

City Council took no action on this Item.

b) City Council Nominations:

City Council took no action on this Item.

I-3 Request for Closed Session – City Attorney Evaluation

Resolution #2015-05-072
Moved by Gottlieb
Seconded by Henderson

RESOLVED, That Troy City Council **SHALL MEET** in Closed Session on May 11, 2015 in the Council Board Room, pursuant to MCL 15. 268 (a) and (h) (MCL 15.243 (g)) for the evaluation of the City Attorney.

Yes: All-7
No: None

MOTION CARRIED

I-4 Updates to City Manager Contract (Introduced by: Mayor Dane Slater)

Resolution #2015-05-073
Moved by Slater
Seconded by Pennington

NOW THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the attached City Manager Employment Agreement, and the Mayor and Clerk are **AUTHORIZED TO SIGN** the document on behalf of the City; a copy of the Agreement shall be **ATTACHED** to the original Minutes of the meeting.

Yes: All-7
No: None

MOTION CARRIED

J. CONSENT AGENDA:

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

Resolution #2015-05-074
Moved by Henderson
Seconded by Hodorek

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 #2015-05-074-J-2

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

- a) City Council Meeting Minutes-Draft – May 11, 2015

J-3 Proposed City of Troy Proclamations:

Resolution #2015-05-074-J-3

- a) Beaumont Health Systems' Annual Celebration of Life on National Cancer Survivors Day

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 1: Award to Low Bidder – Contract 15-2 – Maxwell and Stutz Water Main**

Resolution #2015-05-074-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** Contract No. 15-2, Maxwell Stutz Water Main, to *Fenton Excavating & Construction, Inc., 44311 Reynolds Drive, Clinton Twp., MI 48036* for their low total bid amount of \$1,383,000.00.

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 15% of the total project cost.

- b) **Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – New Kitchen Makeup Air Unit - Troy Community Center**

Resolution #2015-05-074-J-4b

RESOLVED, That Troy City Council hereby **APPROVES** a contract to furnish all labor, materials and equipment to deliver and install a new Makeup Air Unit (MAU) for the kitchen at the Troy Community Center to the low bidder meeting specifications; *Tech Mechanical, Inc. of Pontiac, MI* for an estimated total cost of \$53,000.00, not to exceed budgetary limitations; at the prices contained in the bid tabulation opened May 14, 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 the contractor's submission of properly executed contract documents, including insurance certificates and all other specified requirements.

J-5 Traffic Committee Recommendations and Minutes – May 13, 2015

Resolution #2015-05-074-J-5

- 3. Request for No Parking Zone – Wass Elementary – Willard and English**

RESOLVED, That Troy City Council hereby **AUTHORIZES** a No Stopping, Standing, Parking zone be created from 8:00 AM to 9:00 AM and 3:00 PM to 4:00 PM, school days only, near Wass Elementary at:

- a. Willard, south side, English to the west property line of #5443
- b. English, east side, Willard to the south property line of #5442

4. Request for Traffic Control – London at Butler

RESOLVED, That Troy City Council hereby **AUTHORIZES** the intersection of London at Butler to be modified from an existing YIELD sign on Butler to ALL-WAY STOP control at the intersection of London at Butler.

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:

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

N-1 No Council Referrals

O. COUNCIL COMMENTS:

O-1 No Council Comments Advanced

P. REPORTS:

P-1 Minutes – Boards and Committees:

- a) Building Code Board of Appeals Minutes-Final – April 1, 2015
- b) Traffic Committee Minutes-Final – April 15, 2015
- c) Planning Commission Minutes-Final – April 28, 2015
- d) Building Code Board of Appeal Minutes-Draft – May 6, 2015

Noted and Filed

P-2 Department Reports:

- a) SOCRRA Quarterly Report – April, 2015
 - b) 2015 First Quarter Litigation Report
- Noted and Filed

P-3 Letters of Appreciation:

- a) To Cathleen Russ from Allison Lucas
- Noted and Filed

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

P-5 Notice of Hearing for the Customers of DTE Electric Company Case No. U-17319-R
Noted and Filed

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):

The Meeting **RECESSED** at 7:48 PM.

The Meeting **RECONVENED** at 8:00 PM.

R. CLOSED SESSION:

R-1 City Attorney Evaluation

S. ADJOURNMENT:

The Meeting **ADJOURNED** at 9:10 PM.

Mayor Dane Slater

M. Aileen Dickson, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

Date: June 2, 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 15-50 – 2015 Water Main Replacement

History

An old cast iron water main crossing under Stephenson Highway and a plastic water main along Barilane (a private road) have exceeded their service life and are undersized. This project will replace and upsize these mains to meet current size and fire flow standards while eliminating costly main breaks that are common with older water mains. Work will include replacing the existing 4 inch and 8 inch diameter water mains on the streets noted below with 12 inch and 8 inch diameter ductile iron water mains.

- Stephenson Highway between Rochester and Maple
- Barilane from Crooks to stub provided with the Huron Drive water main extension; thereby looping both streets. This water main will be constructed within an existing utility easement along the south side of Barilane.

The work is anticipated to start in June and be completed in August.

Purchasing

Bids were received and publicly read on May 27, 2015. The low bid of \$204,849.00 as submitted by D.V.M. Utilities, Inc. can be seen in the attached tabulation of bids. The engineer's estimate at the time of bidding was \$200,000.00. The low bid is therefore \$4,849.00 or 2.4% over the engineer's estimate.

Work was competitively bid and publicly opened with one (1) bidder responding. The award is contingent upon submission of proper proposal and bid documents, including insurance certificates, bonds and all specified requirements.

Financial

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

Recommendation

It is recommended that City Council award the 2015 Water Main Replacement contract to D.V.M. Utilities, Inc., 6045 Sims Dr., Suite 2, Sterling Heights, MI, 48313 for their low total bid of \$204,849.00. In addition, we are requesting authorization to approve additional work, if needed, not to exceed 15% of the original project cost due to unknown conflicts with existing underground utilities that may arise during construction.

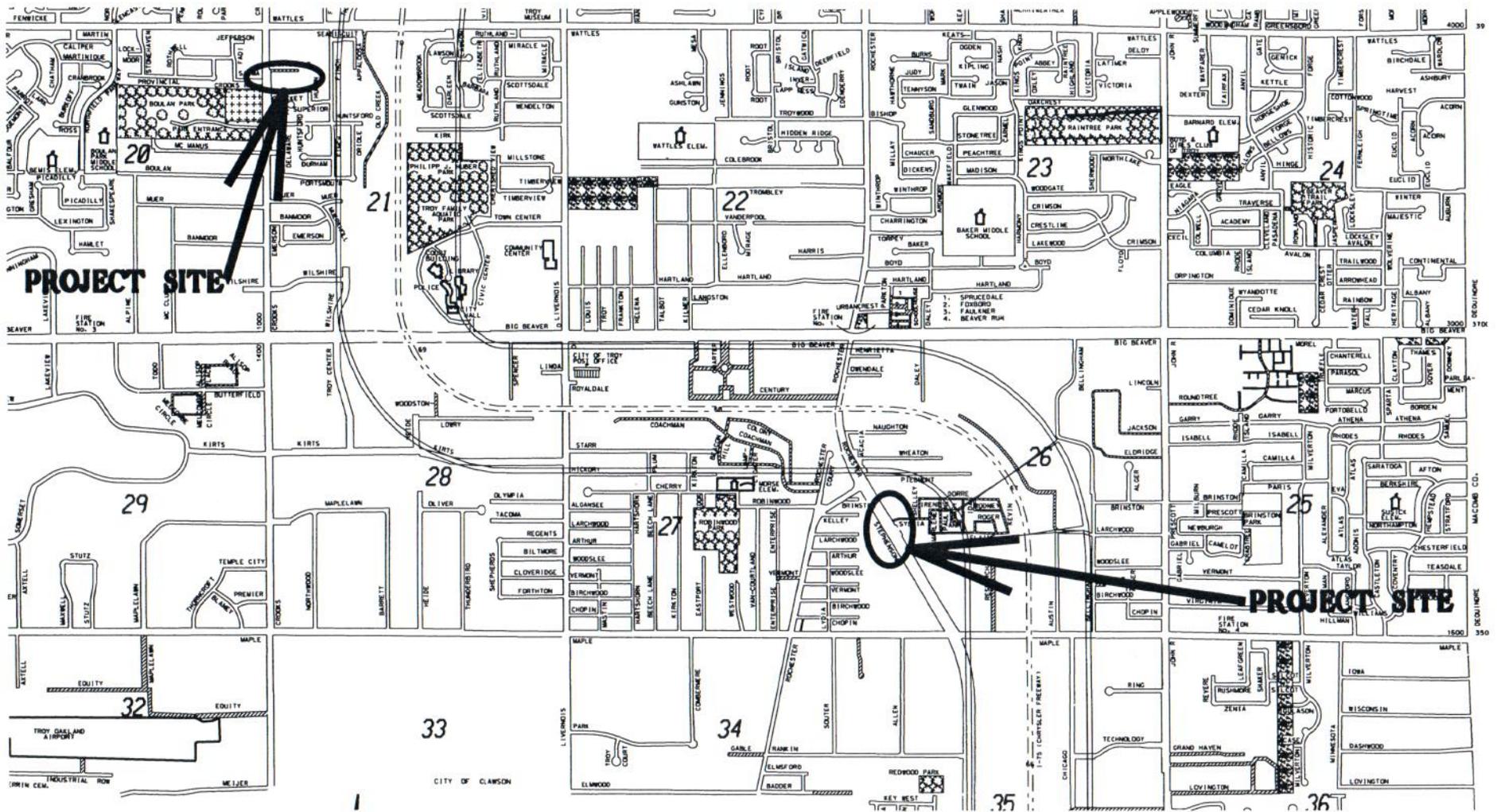
Enterprise funds are being used to fund this project; enterprise funds can only be used for operation, maintenance and improvements to the water system.

City of Troy

Bid Comparison

Contract ID: 15-50
Description: 2015 Water Main Replacement
Location: 2015 Water Main Replacement 1955 Stephenson & Barilane
Projects(s): 14.503.5, 14.507.5

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$200,000.00	-2.36%	0.00%
1	(06385) D. V. M. Utilities, Inc.	\$204,849.00	0.00%	2.42%



PROJECT SITE

PROJECT SITE

CITY OF CLAWSON



CITY COUNCIL AGENDA ITEM

Date: June 4, 2015

To: Brian Kischnick, City Manager

From: Thomas Darling, Director of Financial Services
MaryBeth Murz, Purchasing Manager
Lisa Burnham, Accounting Manager
Jeanette Menig, Human Resources Director
Lynne Lambert, Human Resources Coordinator

Subject: Award Standard Purchasing Resolution 3 - Exercise Renewal Option – Workers’ Compensation Insurance Renewal for Fiscal Year 2015/2016

History

- The Michigan Municipal League Workers’ Compensation Fund currently provides Workers’ Compensation coverage to the City. The Michigan Municipal League (MML) has provided this coverage since 1978.
- The City of Troy is the largest member.
- MML provides coverage to more than 900 *public* entities throughout Michigan. This non-profit group was started in 1977.
- The program began out of a need to create an insurance company that specializes in governmental risk management.
- MML has an outstanding Pay Lag rating of 10 days as compared to the industry average which is 17 days.
- The Workers’ Compensation Fund and Stop/Loss Analysis is audited annually by the State of Michigan.
- The Workers’ Compensation Audit details can be found on the State of Michigan website; www.michigan.gov/wca.
- In 2003 city management in conjunction with insurance consultant Angelo J. Zervos conducted a study regarding Workers’ Compensation Insurance and recommended subsequent annual renewal(s) with the MML Workers’ Compensation fund based on the following reasons:
 - Comparison of historical costs demonstrate that the MML Workers’ Compensation Fund was lower in cost than self-insurance.
 - The MML Workers’ Compensation Fund has special expertise in governmental insurance.
 - Existing claim handling and loss control Meadowbrook Insurance is of high quality.
- The State of Michigan requires the City of Troy to provide workers’ disability compensation under Public Act 317 of 1969.

- **History (continued)**
- The MML in conjunction with Meadowbrook Insurance as the Third Party Administrator *continues* to consistently provide:
 - Legal expertise
 - Defense loss control services
 - Claims handling services which is very specific to municipalities and specific to the City of Troy
 - Timely customer service to City management and injured employees
 - Knowledge specific to the City of Troy claims including long-term claims
 - When in the City's best interest they actively monitor and initiate settlement on the City's behalf.

Purchasing

The bid process is waived for the following reasons:

- The City has over 30 years of claims history with the MML Workers' Compensation Fund; resulting in a very low Experience Modifier of .85. The low Experience Modifier is a very positive indicator and rating which nets the City a discount.
- This year's Declaration Page, which is attached details the Experience Modifier at .85 which is a \$92,479.00 credit.
- Additionally, because of our participation and size in the MML Workers' Compensation Fund, the City receives an additional *premium* credit which is \$37,429.00.
- The City of Troy continues to benefit from their expertise in the unique provisions of Workers' Compensation that apply to Police Officers and Firefighters.
- If the City were to enroll with a different carrier the experience modifier would be reset at 1.00, which would be an additional cost to the City. It would likely take several years to earn a favorable Experience Modifier.
- Current dividends would be frozen for a minimum of 2 - 3 years.
- A different carrier would necessitate City management to work with multiple Third Party Administrators. New claims would be administered by the new insurance company and existing claims would still be handled by MML.

Financial

- The City is in receipt of a renewal package from the Michigan Municipal League Workers' Compensation Fund which includes a dividend credit attributable to Fund members overall.
- Last year the City of Troy's Experience Modifier was .86; this year it is a .85 Experience Modification factor.
- In addition the City will receive a dividend credit of \$156,292.00.



CITY COUNCIL AGENDA ITEM

Financial (continued)

- The renewal premium for FY 2015-2016 is \$330,477.00 (net of dividend credit). Premium history is as follows:

	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016
Total Standard Premium	\$535,492	\$494,519	\$530,876	\$576,039	\$616,527
Experience Modifier	1.01	1.02	0.97	0.86	0.85
Experience Modifier Credit	\$5,355	\$9,890	-\$15,926	-\$80,645	-\$92,479
Size of Premium Credit	-\$38,689	-\$35,956	-\$36,746	-\$35,280	-\$37,429
Expense Constant	\$150	\$150	\$150	\$150	\$150
Total Estimated Premium	\$502,308	\$468,603	\$478,354	\$692,114	\$486,769
Dividend Credit	-\$165,959	-\$199,196	-\$222,443	-\$158,002	-\$156,292
Net Estimated Annual Premium	\$336,349	\$269,407	\$255,911	\$302,262	\$330,477

- The annual rate changes every year but rates are stable from year to year.
- Premium cost fluctuates predicated upon the City payroll and employees by classification and employees by classification in the higher risk classes such as Street Operations, Fire, Police and Building Operations.
- The relevant indicator is the Experience Modifier which reflects the City's performance with loss/control, return to work program and overall safety training and performance. Note, the City's improvement over the past 5 years as indicated by the Experience Modifier and the Experience Modifier credit.
- Funds are available in the Workers' Compensation Fund. For FY 2015/2016, the City budgeted \$494,000.00 for the premium cost.

Recommendation

City management recommends it is in the City's best interest to waive the bid process and to continue the relationship with the Michigan Municipal League Workers' Compensation Fund. It is recommended that City Council approve the renewal of the City's Workers' Compensation Fund for the net cost of \$330,477.00 as detailed in the attached Michigan Municipal League Workers' Compensation Fund Declaration Page for Fiscal Year 2015/2016.

Michigan Municipal League Workers' Compensation Fund

03/30/2015

Declaration Page

5000410-15

City of Troy
 Attn: Lisa Burnham
 500 W. Big Beaver
 Troy, MI 48084

Coverage Period 7/1/2015 to 6/30/2016

RENEWAL

Class Code	Class Description	Estimated Annual Payroll	Rate per \$100 of Payroll	Estimated Annual Premium
5509-00	Street Operations	1,319,191	7.13	94,058
7520-00	Water Operations	1,533,944	3.61	55,375
7704-01	Firefighters	894,733	4.08	36,505
7704-02	Volunteer/On-Call Firefighters	68,000	7.58	5,154
7720-01	Police Officers	10,207,730	2.72	277,650
8395-00	Garage Operations	785,927	3.35	26,329
8810-01	Clerical-Office	6,014,534	0.43	25,862
8810-02	Elected Officials	36,400	0.23	84
8810-03	Libraries & Museums: Prof/Clerical	1,657,172	0.28	4,640
8820-00	Attorneys/Judges	392,629	0.31	1,217
9015-00	Building Operations	471,522	3.88	18,295
9102-00	Parks & Recreation	1,519,216	2.91	44,209
9103-00	Crossing Guards	24,255	3.63	880
9104-00	Lifeguards	349,083	1.87	6,528
9410-00	Municipal Employee	1,974,079	1.00	19,741
	Totals:	\$27,248,415		\$616,527

Coverage Amount

Employers Liability: \$500,000
 Workers' Compensation: STATUTORY

Premium To Be Billed on Installments: \$330,477

Total Standard Premium	\$616,527
Increased Employers Liability Limit	\$0
Experience Modifier: .85	(\$92,479)
Modified Premium	= \$524,048
Size of Premium Credit	(\$37,429)
Expense Constant	\$150
Total Estimated Premium	= \$486,769
(Dividend Credit)	(\$156,292)
NET ESTIMATED ANNUAL PREMIUM	= \$330,477



CITY COUNCIL AGENDA ITEM

Date: May 19, 2015
To: Brian Kischnick, City Manager
From: Aileen Bittner, City Clerk
Subject: Request for Recognition as a Nonprofit Organization from Red Hawk Quarterback Club

Background

Attached is a request from Brad Robinson, Vice President of the Red Hawk Quarterback Club, seeking recognition as a nonprofit organization for the purpose of obtaining a charitable gaming license for fundraising purposes.

Recommendation

It has been City Management's practice to support the approval of such requests.

Fund Availability

There are no financial considerations associated with this item.

City Attorney's Review as to Form and Legality

There are no legal considerations associated with this item.

Red Hawk Quarterback Club, LLC
5206 Saffron
Troy, MI 48085

May 15, 2015

Re: Charitable Raffle License

Dear Mayor Slater and members of Troy City Council:

The Red Hawk Quarterback Club, LLC is applying for a gaming license for the purpose of holding a charity raffle to be held on Saturday, August 15th at the Athens Varsity football Red-White Scrimmage.

The Red Hawk Quarterback Club, LLC is a non-profit organization which aims to raise funds for the football program throughout the year, thereby decreasing per player costs, and creating a self-sustaining organization in support of the short- and long-term objectives of the Troy Athens Football Program. Funds raised from the raffle will be used towards things such as player practice jerseys, framing senior game jerseys, purchasing replacement game jerseys of the out-going seniors and assisting in off-setting costs of player gear package.

Included in this packet is the State of Michigan Raffle License Application form. Please consider our request for a gaming license.

Should you have any questions please feel free to contact me. I may be reached at 248-930-1791 or brobinson@comcast.net.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brad Robinson', with a long horizontal flourish extending to the right.

Brad Robinson

Vice President – Red Hawks Quarterback Club, LLC



INSTRUCTIONS FOR CHARITABLE SOLICITATION PERMIT APPLICATION

CITY CLERK'S OFFICE WILL NOT ACCEPT INCOMPLETE APPLICATIONS

STEP I. APPLICANT:

Submit the **completed** Application for Charitable Solicitation Permit (**TYPED OR PRINTED**) to the City Clerk's Office with the following:

- Copies of forms or permits as indicated on Page 3 (if applicable)
- Financial statement for organization as explained on Page 3
- Roster of participants if not listed on Page 4

STEP II. APPLICANT/CITY CLERK'S OFFICE:

- Review accuracy of completed application
- Inform applicant that processing time is approximately 4-6 weeks

STEP III. CITY CLERK'S OFFICE:

- Route application packet electronically for approval/denial
- Print permit; mail to contact listed on application

City of Troy
City Clerk's Office
500 West Big Beaver
Troy, Michigan 48084
(248) 524-3331
www.troymi.gov/clerks



APPLICATION FOR CHARITABLE SOLICITATION PERMIT - FUND RAISING

TIME SPAN FOR PERMIT NOT TO EXCEED NINETY (90) DAYS.

Date Filed _____

(PLEASE PRINT NEATLY)

Name of Organization to Receive Funds Red Hawk QB Club, LLC

Local Address 5206 SUTTON

TROY MI 48085
City State Zip

Phone 248-930-1791 Fax _____

Name of Parent Organization (if any) _____

Address _____

City State Zip

Person in Charge of Solicitations OR Person Soliciting on Behalf of Organization:

Name BRAD ROBINSON Date of Birth 5-9-66

Home Address 5206 SUTTON

City/State/Zip TROY, MI 48085

Email brobinson@comcast.net

Phone 248-879-7134

Driver's License #: _____

Person Applying for the Permit:

Name BRAD ROBINSON Date of Birth 5-9-66

Home Address 5206 SUTTON

City/State/Zip TROY, MI 48085

Email BRROBINSON@COMCAST.NET

Phone 248-879-7134

Driver's License #: _____

City of Troy
 City Clerk's Office
 500 West Big Beaver
 Troy, Michigan 48084
 (248) 524-3331
 www.troymi.gov/clerks



What items will be sold? Raffle Tickets
 What is the requested amount of contribution? _____
 How are funds solicited? _____
(door-to-door, in front of stores, etc)

Applicant MUST obtain permission from business owner

Troy Locations	Dates	Times

To what purpose will you put these funds? _____

Type of Organization: Religious Health Social Educational
 Professional Fraternal Other _____

ANSWER THE FOLLOWING QUESTIONS ONLY IF APPLICANT IS AFFILIATED DIRECTLY WITH THE CHARITABLE ORGANIZATION

- Are you incorporated by the State? Yes No
- Have you registered with the Department of Commerce? Yes No
- Have you registered with Assumed Names, County Division? Yes No
- Have you registered with the Attorney General's Office, Charitable Trust Division? Yes No
- Are you on file with the Internal Revenue Service as being Tax Exempt? Yes No

**If any of above questions are checked YES,
 provide copies of forms and permits involved.**

Most recent financial statement for the charitable organization MUST be attached IF the Applicant is directly affiliated with the organization.



ROSTER OF PARTICIPANTS -
 LIST PARTICIPANTS OR ATTACH ROSTER TO THIS APPLICATION

Name	Local Address	Home Address
<i>Ben Robinson</i>		<i>500 West Big Beaver, Troy MI 48068</i>
Name	Local Address	Home Address
Name	Local Address	Home Address
Name	Local Address	Home Address
Name	Local Address	Home Address
Name	Local Address	Home Address
Name	Local Address	Home Address

Have you ever been arrested? Yes No
 Have you ever been convicted of a crime? Yes No

I hereby certify that there are no willful misrepresentations, omissions or falsifications in the foregoing statements and answers to questions. I understand that any omission or false statements on this application shall be sufficient cause for rejection of this application.
 I further understand that the Troy Police Department will be conducting a basic background check which will include the following queries: a criminal history check, driving record check, and check for contacts with law enforcement. I duly authorize the Troy Police Department to conduct these queries. I understand that failure to authorize these queries will result in the rejection of my application. I understand that these queries will remain confidential and are not subject to release. I understand that the results of these inquiries remain the sole property of the Troy Police Department.

[Handwritten Signature]
 Applicant's Signature

Approval of this application is determined by the Police Department



Charitable Gaming Division
c/o Accounting
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing, MI 48933
(517) 335-5780
www.michigan.gov/cg

RECD CG RAFFLE LICENSE APPLICATION

APR 27 2015

\$ 50

For Bureau Use Only

ALLOW 6 WEEKS FOR PROCESSING.
PLEASE PRINT OR TYPE IN BLUE OR BLACK INK.

QUALIFICATION INFORMATION	1. Organization Name <i>Red Hawk QB Club, LLC</i>		2. Organization ID Number or Last License Number Issued <i>45-2384608</i>	
	3. Organization Street Address <i>5206 Saffron</i>	City <i>Troy</i>	State <i>MI</i>	Zip Code <i>48065</i>
	Organization Mailing Address <i>5206 Saffron</i>	City <i>Troy</i>	State <i>MI</i>	Zip Code <i>48065</i>
				County <i>Oakland</i>
4. Has your organization ever received a license such as bingo, millionaire party, raffle, charity game ticket, or numeral game? <input checked="" type="checkbox"/> Yes - Complete application and submit with the appropriate fee. <input type="checkbox"/> No - Please follow the instructions on the qualification guideline. If a guideline was not included or you do not understand it, contact our office at (517) 335-5780 to inquire as to what documentation must be submitted to qualify for licensing.				
5. Is your organization a candidate committee, political committee, political party committee, ballot question committee, independent committee or any other committee as defined by, and organized pursuant to, the Michigan Campaign Finance Act 388 of the Public Acts of 1978, as amended, being sections 169.201 to 169.282 of the Michigan Compiled Laws? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			6. Has your organization received contributions or made expenditures of \$500 or more in the last calendar year for the purpose of influencing or attempting to influence the action of voters for or against the nomination or election of a candidate, or the qualification, passage, or defeat of a ballot question? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

SIGNATURE(S)	7. Provide name, title, home address, and telephone numbers for the PRINCIPAL OFFICER, e.g., president, grand knight, worthy matron, etc., and the vice president or equivalent and one other officer of the organization. SIGNATURE OF PRINCIPAL OFFICER REQUIRED - OR - signatures of the vice president or equivalent and one other officer. NOTE: Executive director signature not acceptable.		
	Name and Title	Street, City, State, ZIP Code	Telephone Numbers
	Principal Officer <i>William Spivek</i>	<i>3907 Mark D, Troy, MI</i>	Day <i>48063</i>
	Title <i>President</i>		Evening <i>248-953-9185</i>
	Signature of Principal Officer <i>[Signature]</i>		Date <i>4-20-15</i>
	- OR -		
	Name and Title	Street, City, State, ZIP Code	Telephone Numbers
	Vice President or Equivalent <i>Brian Robinson</i>	<i>5206 Saffron, Troy, MI</i>	Day
	Title <i>Vice President</i>	<i>48065</i>	Evening <i>248-930-1791</i>
	Signature of Vice President or Equivalent <i>[Signature]</i>		Date <i>4-20-15</i>
Name and Title	Street, City, State, ZIP Code	Telephone Numbers	
Other Officer <i>Chuck Wenzel</i>	<i>5334 Clouston Dr, Troy, MI</i>	Day <i>4-20-15</i>	
Title <i>Secretary</i>	<i>48065</i>	Evening <i>248-202-0977</i>	
Signature of Other Officer <i>[Signature]</i>		Date <i>4-20-15</i>	
By signing above, I CERTIFY that I am at least 18 years of age, the organization applying is a NONPROFIT organization, I have examined this application and there is no misrepresentation or falsification in the information stated or attached, and the facts underlying our original qualification status remain unchanged. I FURTHER CERTIFY that I am aware that false or misleading statements will be cause for rejection of this application or revocation of the right to obtain any future licenses and I AM AWARE OF AND AGREE TO the conditions of Act 382 of the Public Acts of 1972, as amended, and the rules and directives of the Michigan Bureau of State Lottery.			

PLEASE COMPLETE THE BACK PAGE OF THIS APPLICATION
PLEASE MAKE A COPY OF THE COMPLETED APPLICATION FOR YOUR RECORDS



RAFFLE INFORMATION	8. Contact Person <i>BOB ROBINSON</i>			9. Raffle Location (building name, if any) <i>TROY ARENAS</i>		
	Mailing Address Where License Should Be Sent <i>5206 SAFFORD</i>			Street Address		
	City <i>TROY</i>	State <i>MI</i>	ZIP Code <i>48065</i>	City <i>TROY</i>		
	Telephone Number (Day) <i>248-930-1791</i>	Telephone Number (Evening) <i>248-930-1791</i>		ZIP Code <i>48065</i>	County <i>OAKLAND</i>	
	10. List name, home address, and telephone numbers of the person(s) in charge of raffle. Must be member for 6 months. If more than one chairperson, attach additional list.					
	Raffle Chairperson		Street, City, State, ZIP Code		Telephone Numbers	
	Name <i>Tracy Wentz</i>		<i>533/Clouston Dr Troy, MI 48065</i>		Day	
					Evening <i>248-202-0897</i>	
	11. If the total value of all prizes awarded in one day is \$500 or LESS, complete this section.					
	Drawing Date(s) and Time(s) (Must be between the hours of 8 a.m.-2 a.m.):			License Fee:		
S	Date _____	Time a.m. _____ to _____ a.m.	All drawing dates included on this application must be at the same location. \$15 for 1, 2, or 3 drawing dates plus \$5 for each additional drawing date. (Example: 1 drawing date = \$15 fee, 6 drawing dates = \$30 fee.) Enter the total number of small drawing dates. \$15			
A	Date _____	Time a.m. _____ to _____ a.m.				
L	Date _____	Time a.m. _____ to _____ a.m.				
<input type="checkbox"/> Check here if there are additional drawing dates and attach list.						
-OR- If the total value of all prizes awarded in one day is MORE than \$500, complete this section.						
Drawing Date(s) and Time(s) (Must be between the hours of 8 a.m.-2 a.m.):			License Fee:			
L	Date _____	Time a.m. _____ to _____ a.m.	All drawing dates included on this application must be at the same location. \$50 x <u>1</u> = \$0 Number of Dates			
A	Date _____	Time a.m. _____ to _____ a.m.				
L	Date _____	Time a.m. _____ to _____ a.m.				
<input type="checkbox"/> Check here if there are additional drawing dates and attach list.						

TICKET INFORMATION	12. Will you be conducting an in-house raffle ONLY where there is no presale of the raffle tickets before the occasion? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, there is no need to complete the raffle ticket below.	
	13. Complete the boxes below in ink; ensure the ticket is printed with all of the required items. See Raffle Rule 506.	
	Indicate any additional information that will appear on the actual tickets.	
	RAFFLE	001 Ticket #
	<i>Red Hawk QB Club, Inc</i> Name of Licensee	001 Ticket #
	8-15-15 Drawing Date(s)	7 p.m. Drawing Time(s)
	Prizes	
	First Prize: <i>Samsung 32" TV</i>	
	Second Prize (if applicable): <i>\$100 Gift Card</i>	
	Third Prize (if applicable): <i>\$50 Gift Card</i>	
Minimum 50/50 Prize (if applicable):		
\$10 Ticket Price		
<i>Troy Arenas</i> Raffle Location		
(to be added when issued) License Number		
Purchaser's Name		
Purchaser's Address		
Purchaser's Phone #		
* For large prizes, you may want to include a disclaimer that states "If xxx (Indicate number) tickets are not sold, the drawing will revert to a 50/50 raffle with the minimum prize of \$xxx (Indicate dollar amount) awarded."		

Make checks payable to: STATE OF MICHIGAN
Submit completed application, supporting documents, and license fee to:
Charitable Gaming Division, c/o Accounting, Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY: 101 E. Hillsdale, Lansing, MI 48933

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAR 18 2013**

RED HAWK QUARTERBACK CLUB INC
C/O PAUL SCHOENBECK
2078 OAKWOOD DR
TROY, MI 48085-3892

Employer Identification Number:
45-2384008
DLN:
17053130325012
Contact Person:
KEITH JOYNES ID# 52443
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
April 21, 2011
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

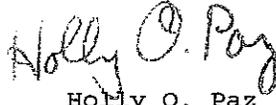
Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

RED HAWK QUARTERBACK CLUB INC

Sincerely,

A handwritten signature in cursive script that reads "Holly O. Paz".

Holly O. Paz
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

Red Hawk QB Club Expenses

Date	Check #	Deposit	Expense	Balance	Comment
1/18/2012	1002		54.00		Tri-County - Hoodies for banquet Auction
3/19/2012		250.00			Deposit - Program Ads
4/30/2012		\$ 750.00			Deposit - Program/Banner Ads
5/11/12	1003		\$1,572.00		Service Sports, Inc
6/29/12		605.00			Program Ads
7/30/12	1005	450.00			Korb, Toy and Assoc
8/20/12		2,725.00			Program Ads
8/20/12		175.00			Program Ads
8/27/12		1,650.00			Program Ads
9/4/12		350.00			Program Ads
9/5/12			\$36.27		Kroger - Gatorade
9/10/12		6,220.00			Program Ads
9/24/12		310.00			Program Ads
9/16/12				\$11,266.91	Checkbook balance 9/16/2012
9/17/12	1006		\$2,080.00		Arbor Oakland Group - Programs
9/17/12	1007		\$ 33.08		US Treasury (Taxes)
9/25/12	1008		\$ 179.97		Weaver Media LLC (Supporter Banners)
10/8/12	1009		\$ 100.00		Troy Athletics - Mike Jolly (Scrolling Ads)
10/9/12		\$ 80.00			Donation-Sr. Frames
10/22/2012		\$ 530.00			Donation - Sponsor
10/29/2012		\$ 110.00			Donation - Sr. Frames
11/5/2012			\$ 104.94		Michaels - Frames (Debit Card)
11/5/2012			\$ 104.94		Michaels - Frames (Debit Card)
11/5/2012			\$ 104.93		Michaels - Frames (Debit Card)
11/5/2012			\$ 69.96		Michaels - Frames (Debit Card)
11/5/2012			\$ 69.96		Michaels - Frames (Debit Card)
11/6/12	1010		\$ 150.00		Ken Sarver-Reimbursement Sr. Collages
11/26/2012	1011		\$ 902.50		3BM - Coaches Polos
11/26/2012	1012		\$ 25.00		Ken Sarver-Reimbursement Sr. Collages
12/4/2012	1013		\$ 358.00		Eli of Troy Menswear - Jersey Nameplates
End of Fiscal Year		\$ 13,205.00	\$ 5,891.55		
				\$ 7,313.45	

Red Hawk QB Club Expenses

Date	Check #	Deposit	Expense	Balance	Comment
Beg. of Fiscal Year		Beg. Cash Balance		\$7,313.45	
6/18/2013	1014		\$ 1,404.00		Team Sports (Hats-36 Camo/48/fitted)
7/11/2013		\$ 25.00			Hat Purchase
7/11/2013		\$ 350.00			Dianne Garwood - Program Ad
7/11/2013		\$ 250.00			AMC Group/BWW - Program Ad
7/21/2013		\$ 250.00			Dicks Sporting Goods - Program Ad
7/21/2013		\$ 100.00			El Charro of Troy - Program Ad
7/21/2013		\$ 350.00			Eli of Troy Menswear - Program Ad
7/21/2013		\$ 160.00			Kassandra Johns - Donation
7/21/2013	1015		\$ 540.00		Clark and Schoenbeck - 501c3 legal fees
7/21/2013	1016		\$ 1,610.00		Team Sports MI (Replacement Game Jerseys)
7/21/2013		\$ 50.00			Troy Raptors - Program Ad
7/21/2013		\$ 500.00			Stacy Miletta - Program Ad
7/21/2013		\$ 250.00			NAI Farbman - Program Ad
8/11/2013		\$ 250.00			Joesph Bigleman - Program Ad
8/11/2013		\$ 50.00			Sands Barber Shop - Program Ad
8/11/2013		\$ 250.00			North Shack - Program Ad
8/11/2013		\$ 250.00			Pennington Collision - Program Ad
8/11/2013		\$ 160.00			Donation - LaBeau
8/11/2013		\$ 400.00			Allied Ventilation - Program Ad
8/11/2013		\$ 100.00			Ingrams Candies - Program Ad
8/6/2013		\$ 100.00			Troy Athens Band Boosters - Program Ad
8/6/2013		\$ 50.00			Miletta's Donation
8/6/2013		\$ 250.00			LaVida Massage - Program Ad
8/6/2013		\$ 250.00			AG Security - Program Ad
8/6/2013		\$ 250.00			Doug Bordas - Program Ad
8/6/2013		\$ 50.00			Bartnowak Shout Out
8/6/2013		\$ 100.00			Lucky's - Program Ad
8/6/2013		\$ 25.00			Hazen - Shout Out
8/18/2013		\$ 350.00			J Erich Goetz - Program Ad
8/18/2013		\$ 100.00			Great Clips - Program Ad
8/18/2013		\$ 50.00			Triple R Construction - Program Ad
8/18/2013		\$ 100.00			Troy Orthopedic Assoc. - Program Ad
8/18/2013		\$ 25.00			D. Webster - Shout Out
8/18/2013		\$ 160.00			Donation - Webster
8/18/2013	1017		\$ 2,159.00		Team Practice Jerseys
8/18/2013	1018		\$ 20.00		SOM-Depart of Licensing and Reg Affairs
9/14/2013		\$ 250.00			Sports Medicine Associates - Program Ad
9/14/2013		\$ 320.00			Donation - Enyedy
9/14/2013		\$ 350.00			Farm Bureau - D. Purvis - Program Ad
9/14/2013		\$ 160.00			Donation - J. Kane
9/14/2013		\$ 160.00			Donation - Triple R Construction
9/14/2013		\$ 160.00			Donation - S.J. Short Plumbing
9/14/2013		\$ 250.00			Crystal Cleaners - Program
9/14/2013		\$ 350.00			TYFA - Program Ad
9/14/2013		\$ 250.00			Team Threads - Program Ad
9/14/2013	1019		\$ 1,312.50		Red Hawk Socks (Bloomfield Sports)
9/28/2013	1020		\$ 181.47		Weaver Media, LLC (Banner)
10/13/2013		\$ 160.00			Donation - Amara
10/13/2013		\$ 160.00			Donation - Bartnowak
10/13/2013		\$ 160.00			Donation - Staron
10/13/2013		\$ 160.00			Donation - Blank
10/13/2013		\$ 160.00			Donation - Gough
10/15/2013		\$ 920.00			Sponsor Deposit
10/27/2013	1021		\$ 1,726.00		C3 Development - Program Printer
10/27/2013	1022		\$ 500.00		Team Sports (Pink Team Socks)
11/10/2013	1023		\$ 324.00		Team Sports (Coaches Hats)
11/15/2013	1024		\$ 450.00		Korb, Toy & Associates (Taxes)
11/28/2013			\$ 160.00		Donation - Kassak
11/30/2013			\$ 180.00		Donation - Crittenden
11/30/2013			\$ 200.00		Donation - McHugh
End of Fiscal Year		\$ 1,080.00	\$ 3,340.00		

Red Hawk QB Club Expenses

Date	Check #	Deposit	Expense	Balance	Comment
Jan 2014 BAL				\$9,545.23	
2/7/2014	1025		\$ 369.00		Glazier Football Clinics - Season Pass
2/10/2014			\$ 85.00		Donation - Robinson
7/6/2014	1026		\$ 510.00		Team Sports (Coaches Hats)
7/20/2014	1027		\$ 1,312.50		Bloomfield Sports (Team Socks)
7/25/2014			\$ 1,599.00		HUDL Renewal
7/26/2014	1028		\$ 20.00		Department of Lic and Reg Affairs/State of Mich
	1029				
8/18/2014		\$ 2,047.25			Program Donations
8/22/2014	1030		\$ 412.00		Eli of Troy (Nameplate removals)
8/25/2014			\$ 180.73		Hamlin Pub (Board Meeting)
8/28/2014	1031		\$ 2,074.00		Team Sports (Practice Jerseys)
9/8/2014	1032		\$ 97.89		Weaver Media (Banner)
9/15/2014		\$ 4,352.00	-		Donations (Program+Multiple)
9/27/2014	1033		\$ 20.00		State of Michigan (Corporations Division)
9/29/2014		\$ 350.00			Donation (Dave Purvis)
11/10/2014			\$ 551.12		Michaels (Frames)
11/10/2014	1034		\$ 1,647.00		C3 Development (Programs)
End of Fiscal Year		\$ 6,749.25	\$ 8,878.24		
Ending Cash Balance				\$ 7,416.24	
Beg. of Fiscal Year		Beg. Cash Balance		\$7,416.24	

ARTICLES OF INCORPORATION OF Red Hawk Quarterback Club, Inc.

Pursuant to the provisions of the Michigan Nonprofit Corporations Act, Act 162, Public Acts of 1982 (the "Act"), as amended, corporation executes the following articles:

ARTICLE I

FILED

The name of the corporation is Red Hawk Quarterback Club, Inc..

APR 21 2011

ARTICLE II

Administrator
BUREAU OF COMMERCIAL SERVICES

The purposes for which the corporation is organized is to raise financial support for the football program at Athens High School in Troy, MI.

ARTICLE III

The corporation is organized upon a nonstock, directorship basis. The corporation possesses the following assets:

Real property: None.

Personal property: None.

The corporation is to be financed under the following general plan: donations, dues, and fees.

ARTICLE IV

Tran Info:1 16808312-1 04/18/11
Chk#: 004380 Amt: \$20.00
ID: CLARK & SCHOENBECK

The address of the initial registered office is
335 E. Nine Mile Rd., Hazel Park, MI 48030

The mailing address of the initial registered office is
335 E. Nine Mile Rd., Hazel Park, MI 48030

The name of the initial resident agent at the registered office is
Paul M. Schoenbeck, 335 E. Nine Mile Rd., Hazel Park, MI 48030

ARTICLE V

The name and address of the incorporator is
Paul M. Schoenbeck, 335 E. Nine Mile Rd., Hazel Park, MI 48030

ARTICLE VI

Any action required or permitted by the Act to be taken at an annual or special meeting of the directors may be taken without a meeting, prior notice, or a vote, if a consent in writing setting forth the action so taken is signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all directors entitled to vote were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous vote shall be given to directors who have not consented in writing.

ARTICLE VII

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, directors, officers, or other private persons. However, the corporation shall be authorized to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in article II. No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation. The corporation shall not participate in, or intervene in (including the publishing and distribution of statements), any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under IRC 501(c)(3) or the corresponding section of any future federal tax code or (2) by a corporation whose contributions are deductible under section IRC 170(c)(2) or the corresponding section of any future federal tax code.

ARTICLE VIII

On dissolution of the corporation, after paying or providing for the payment of all of the liabilities of the corporation, the corporation's assets shall be distributed (1) for one or more exempt purposes within the meaning of IRC 501(c)(3), or the corresponding section of any future federal tax code or (2) to the federal government, or to a state or local government, for a public purpose. Any assets not disposed of shall be disposed of by the circuit court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations that the court shall determine and that are organized and operated exclusively for such purposes.

ARTICLE IX

When a compromise, an arrangement, or a plan of reorganization is proposed between this corporation and its creditors, a court of equity jurisdiction within this state may order a meeting of the affected creditors. The corporation, a creditor or director of the corporation, or a receiver appointed for the corporation may apply to the court for a meeting. The meeting shall be summoned in such manner as the court directs. If a majority in number representing 3/4 in value of the affected creditors or 3/4 of the affected directors agree to a compromise or arrangement, the compromise, arrangement, or reorganization of this corporation resulting from the compromise or arrangement, if approved by the court, shall be binding on all the creditors and directors, and also on this corporation.

ARTICLE X

No member of the board of directors of the corporation who is a volunteer director, as that term is defined in the Michigan Nonprofit Corporation Act (the "Act"), or a volunteer officer shall be personally liable to this corporation for monetary damages for a breach of the director's or officer's fiduciary duty; provided, however, that this provision shall not eliminate or limit the liability of a director or officer for any of the following:

1. a breach of the director's or officer's duty of loyalty to the corporation;
2. acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
3. a violation of section 551(1) of the Act;
4. a transaction from which the director or officer derived an improper personal benefit;
5. an act or omission occurring before the filing of these articles of incorporation; or
6. an act or omission that is grossly negligent.

The corporation assumes all liability to any person, other than the corporation, for all acts or omissions of a director who is a volunteer director, as defined in the Act, or a volunteer officer incurred in the good faith performance of the director's or officer's duties. However, the corporation shall not be considered to have assumed any liability to the extent that such assumption is inconsistent with the status of the corporation as an organization described in IRC 501(c)(3) or the corresponding section of any future federal tax code.

If the Act is amended after the filing of these articles of incorporation to authorize the further elimination or limitation of the liability of directors or officers of nonprofit corporations, then the liability of members of the board of directors or officers, in addition to that described in article X, shall be assumed by the corporation or eliminated or limited to the fullest extent permitted by the Act as so amended. Such an elimination, limitation, or assumption of liability is not effective to the extent that it is inconsistent with the status of the corporation as an organization described in IRC 501(c)(3) or corresponding section of any future federal tax code. No amendment or repeal of article X shall apply to or have any effect on the liability or alleged liability of any member of the board of directors or officer of this corporation for or with respect to any acts or omissions occurring before the effective date of any such amendment or repeal.]

ARTICLE XI

The corporation assumes the liability for all acts or omissions of a volunteer if all of the following conditions are met:

1. The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority.
2. The volunteer was acting in good faith.

3. The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct.
4. The volunteer's conduct was not an intentional tort.
5. The volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in section 3135 of the Insurance Code of 1956, Act No. 218 of the Public Acts of 1956, being section 500.3135 of the Michigan Compiled Laws.

These Articles of Incorporation are signed by the incorporator on April 15, 2011

/s/ Paul Schoenbeck
Paul M. Schoenbeck, Incorporator

**BYLAWS
OF
Red Hawk Quarterback Club, Inc.**

**ARTICLE I
Board of Trustees**

Section 1. Directorship. The Corporation is organized upon a directorship basis. The property, business and affairs of the Corporation will be managed by its Board of Trustees.

Section 2. Number and Term of Office. The number of Trustees will be determined by the initial officers of the corporation and their term of office will be for a period of three years. The Trustees will have the power to accept new Trustees with a majority vote of the board.

Section 3. General Powers as to Negotiable Paper. The Board of Trustees may, from time to time, authorize the making, signature or endorsement of checks, drafts, notes and other negotiable paper or other instruments for the payment of money and designate the persons who will be authorized to make, sign or endorse the same on behalf of the Corporation.

Section 4. Powers as to Other Documents. All material contracts, conveyances and other instruments may be executed on behalf of the Corporation by the President or any Vice President, and, if necessary, attested by the Secretary or the Treasurer.

Section 5. Compensation. Trustees will serve without compensation, but may be reimbursed for actual, reasonable and necessary expenses incurred by a Trustee in his or her capacity as a Trustee.

**ARTICLE II
Meetings**

Section 1. Annual Meeting. The annual meeting of the Trustees of the Corporation will be held at the principal office of the Corporation on the second Tuesday of June of each year or at any other place and date as designated by the Trustees for the purpose of electing Trustees and officers for the ensuing year, presenting to the Trustees a copy of the Corporation's financial report for the preceding fiscal year, and transacting other business properly brought before the meeting.

Section 2. Regular Meetings. Regular meetings of the Board of Trustees may be held without notice if the time and place of the meeting has been determined by resolution of the Board. At least one regular meeting of the Board must be held each year.

Section 3. Special Meetings. Special meetings of the Trustees may be called by the President and will be called by the President or Secretary at the direction of not less than two Trustees, or as may otherwise be provided by law. Special meetings will be held at the principal office of the Corporation unless otherwise directed by the President or Secretary and stated in the notice of the meeting. Any request for a special meeting by Trustees must state the purpose or purposes of the proposed meeting.

Section 4. Notice of Meeting. Except as otherwise provided by these Bylaws or by law, written notice containing the time and place of all meetings of the Board of Trustees will be given personally, by mail, or by electronic transmission to each Trustee not less than ten days before a regular meeting and not less than two days before a special meeting. Notice by electronic transmission will be deemed to have been given when electronically transmitted to the

person entitled to the notice or communication in a manner authorized by the person. Notice of a regular meeting need not state the purpose or purposes of the meeting nor the business to be transacted at the meeting. Notice of a special meeting must state the purpose or purposes of the meeting.

Attendance of a Trustee at a meeting constitutes a waiver of notice of the meeting, except where the Trustee attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

Section 5. Quorum and Voting. A majority of all the Trustees will constitute a quorum at any meeting. The vote of a majority of the Trustees present at a meeting at which a quorum is present will constitute the action of the Board of Trustees, unless the vote of a larger number is required by law or by other sections of these Bylaws or the Articles of Incorporation.

Section 6. Conduct at Meetings. Meetings of the Trustees will be presided over by the President. The Secretary or an Assistant Secretary of the Corporation or, in their absence, a person chosen at the meeting will act as Secretary of the meeting.

Section 7. Action by Unanimous Written Consent. Any action required or permitted to be taken at an annual or special meeting of Trustees may be taken without a meeting, without prior notice, and without a vote if all of the Trustees consent in writing, including by electronic transmission such as electronic mail, to the action so taken. Written consents will be filed with the minutes of the proceedings of the Trustees.

Section 8. Telephonic Conferences. A Trustee may participate in a meeting of Trustees by conference telephone or other means of remote communication by which all persons participating in the meeting can communicate with each other. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

ARTICLE III **Officers**

Section 1. Election or Appointment. The Board of Trustees will elect a President, a Secretary and a Treasurer of the Corporation at each annual meeting and may elect a Vice President, Assistant Secretary and Assistant Treasurer. The same person may hold any two or more offices, but no officer will execute, acknowledge or verify any instrument in more than one capacity. The Trustees may also appoint any other officers and agents as they deem necessary for accomplishing the purposes of the Corporation.

Section 2. Term of Office. The term of office of all officers will commence upon their election or appointment and will continue until the next annual meeting of the Corporation and until their respective successors are chosen or until their resignation or removal. Any officer may be removed from office at any meeting of the Trustees, with or without cause, by the affirmative vote of a majority of the Trustees then in office, whenever in their judgment the best interests of the Corporation will be served.

An officer may resign by written notice to the Corporation. The resignation will be effective upon its receipt by the Corporation or at a subsequent time specified in the notice of the resignation.

Section 3. Compensation. Any officer who is an employee of the Corporation will receive no compensation for his or her services.

Section 4. The President. The President will be the chief executive officer of the Corporation and will have general and active management of the activities of the Corporation.

The President will see that all orders and resolutions of the Board of Trustees are carried into effect. The President will execute all authorized conveyances, contracts or other obligations in the name of the Corporation except where required by law to be otherwise signed and executed and except where the signing and execution is expressly delegated by the Trustees to some other person. The President will preside at meetings of the Trustees and in his or her absence, the Trustees present at the meeting will designate another presiding officer.

Section 5. Vice President. The Vice President will, in the absence or disability of the President, perform the duties and exercise the powers of the President and will perform any other duties prescribed by the Board of Trustees or the President.

Section 6. The Secretary. The Secretary will attend meetings of the Board of Trustees and record or cause to be recorded the minutes of all proceedings in a book to be kept for that purpose. The Secretary will give or cause to be given notice of all meetings of the Trustees for which notice may be required and will perform any other duties prescribed by the Board of Trustees.

Section 7. The Treasurer. The Treasurer will oversee the financial activities of the Corporation. The Treasurer will perform all duties incident to the office of Treasurer and other administrative duties prescribed by the Board of Trustees. All books, papers, vouchers, money and other property of whatever kind belonging to the Corporation which are in the Treasurer's possession or under his or her control must be returned to the Corporation at the time of his or her death, resignation or removal from office.

Section 8. Assistant Secretaries and Assistant Treasurers. The Assistant Secretary and the Assistant Treasurer, respectively, in the absence of the Secretary or Treasurer, as the case may be, will perform the duties and exercise the powers of the Secretary or Treasurer and will perform any other duties prescribed by the Board of Trustees.

ARTICLE IV **Indemnification**

Section 1. Indemnification. The Corporation will, to the fullest extent now or hereafter permitted by law and by regulations and rulings issued by the Internal Revenue Service, indemnify any Trustee or officer of the Corporation (and, to the extent provided in a resolution of the Board of Trustees or by contract, may indemnify any volunteer, employee or agent of the Corporation) who was or is a party to or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding by reason of the fact that the person is or was a Trustee, officer, volunteer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a trustee, director, officer, partner, volunteer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, whether for profit or not for profit, against expenses (other than taxes, penalties or expenses of correction) including attorneys' fees (which expenses may be paid by the Corporation in advance of a final disposition of the action, suit or proceeding as provided by law), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding if the person acted (or refrained from acting) in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and such persons is either successful in his or her defense or the proceeding is terminated by settlement and such person has not acted willfully and without reasonable cause with respect to the corporation duties concerned, and with respect to any criminal action or proceedings, if the

person had no reasonable cause to believe his or her conduct was unlawful.

The Corporation may purchase and maintain insurance on behalf of any such person against any liability (including penalties, taxes, expenses of correction, judgments, settlements or expenses) asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article or under the provisions of Sections 561 through 565 of the Michigan Nonprofit Corporation Act.

Section 2. Rights to Continue. This indemnification will continue as to a person who has ceased to be a Trustee or officer of the Corporation. Indemnification may continue as to a person who has ceased to be a volunteer, employee or agent of the Corporation to the extent provided in a resolution of the Board of Trustees or in any contract between the Corporation and the person. Any indemnification of a person who was entitled to indemnification after such person ceased to be a Trustee, officer, volunteer, employee or agent of the Corporation will inure to the benefit of the heirs and personal representatives of that person.

ARTICLE V

Conflicts of Interest

Section 1. Disclosure. When a member of the Board or an officer is affiliated with an organization seeking to provide services or facilities to the Corporation, or when a member of the Board or officer has any duality of interest or possible conflict of interest, real or apparent, such affiliation or conflict of interest should be disclosed to the Board of Trustees and made a matter of record, either when the interest becomes a matter of Board action or as part of a periodic procedure to be established by the Board. An affiliation with an organization will be considered to exist when a Board member or officer or a member of his or her immediate family or close relative is an officer, director, trustee, partner, employee or agent of the organization, or has any other substantial interest or dealings with the organization.

Section 2. Voting. Any Board member or officer having a duality of interest or possible conflict of interest on any matter shall not vote or use his or her personal influence on the matter. However, he or she may be counted in determining a quorum for the meeting at which the matter is voted on, as permitted by law. The Board should obtain and rely on appropriate comparability data, when appropriate. The minutes of the meeting should reflect that the disclosure was made, that the interested Board member abstained from voting, whether his or her presence was counted in determining a quorum, and whether comparability data was considered and used as a basis for making the decision. The comparability data should be attached to the minutes and made a part of the record.

Section 3. Statement of Position. The foregoing requirements should not be construed to prevent a Board member or officer from stating his or her position on the matter under consideration, nor from answering questions of other Board members relating to the matter.

ARTICLE VI

Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Corporation will end on the last day of December.

Section 2. Amendments. These Bylaws may be amended or repealed by the affirmative

vote of a majority of the Trustees of the Corporation then in office.

Section 3. Loans and Guarantees. The Corporation will not provide loans to or guarantee obligations of an officer or Trustee of the Corporation, unless expressly permitted under state law.



Charitable Gaming Division
 Box 30023, Lansing, MI 48909
 OVERNIGHT DELIVERY:
 101 E. Hillsdale, Lansing MI 48933
 (517) 335-5780
 www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
 (Required by MCL.432.103(K)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
 PENALTY: Possible denial of application.

BSL-CG-1153(R6/09)



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

May 14, 2015

Aileen Dickson
 City Clerk
 City of Troy
 500 West Big Beaver Road
 Troy, MI 48084

Subject: Appointment of Alternate

Dear Ms. Dickson:

Article VII of the Articles of Incorporation of SOCRRA provides that each municipality shall annually appoint a representative and an alternate to the Board of Trustees. This representative shall serve during the next fiscal year following his appointment and/or until his successor is appointed.

The present representative and alternate representative for the City of Troy are as follows:

Representative

Alternate

T. L. Richnak

K. Bovensiep

It is requested that the City Commission, by resolution, appoint a representative and alternate representative to represent the City of Troy on the Board of Trustees of SOCRRA for the fiscal year beginning July 1, 2015.

Please forward a certified copy of this resolution to SOCRRA, 3910 W. Webster Road, Royal Oak, MI 48073-6764.

Very truly yours,

Jeffrey A. McKeen, P.E.
 General Manager

JAM/kb



CITY COUNCIL AGENDA ITEM

Date: June 1, 2015

To: Brian Kischnick, City Manager

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

Subject: Request to Approve the Sale of City Owned Surplus Parcel Located in Section 36, Sidwell # 88-20-36-426-091

History

In January 2015, the City of Troy acquired a property automatically from Oakland County as a result of tax foreclosure. The parcel is located in Section 36, north of Fourteen Mile road. For identification purposes, it is adjacent to the former Hostess/Wonder Bread retail outlet store on the west side of Dequindre, north of Elliott. The strip of land is approximately 30' wide x 463' long. This is an unbuildable property zoned IB – Integrated Industrial and Business District.

Troy City Council Resolution #2007-01-028 (attached) allows for the sale of City owned property without obtaining sealed bids and it has been the City's policy to offer parcels to adjacent property owners if it is determined that public interest will best be served.

The abutting properties to the south (Parcel A:33801 Dequindre) and north (Parcel B:33873 Dequindre) are owned by the same individual, Matthew McNabb. Mr. McNabb approached the City to purchase this parcel for better access for his southern property. If his Offer to Purchase is accepted Mr. McNabb will be making necessary repairs to the disintegrating asphalt drive extending the length of the parcel.

Title works shows that the property is encumbered with an easement allowing access to the rear of the property, which may require the maintenance of the existing drive should the City retain ownership of this property.

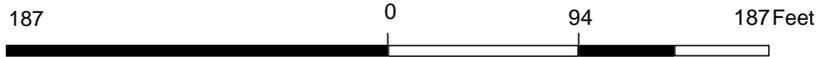
As part of the sale process, Staff also contacted the property owner at the western portion of this City owned parcel (Parcel C:33917 – 33945 Dequindre), inquiring if they had any interest in the acquisition of this parcel. Staff fielded a call from the owner's representative and answered general questions, but there was no interest expressed in acquiring the City owned parcel.

Financial

Matthew McNabb has offered the City \$1,200 to purchase this parcel. Uncollected taxes amount to approximately \$1,043. Monies received from the sale of this property are not restricted.

Recommendation

Staff recommends that City Council approve the sale of this remnant parcel to Matthew McNabb for the value of \$1,200.00, subject to terms and conditions of the purchase agreement. We also request that the Mayor and City Clerk be authorized to sign a warranty deed to close the transaction.



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

Vote on Resolution to Amend Disposal/Sale of Excess Property as Amended

Resolution #2007-01-028

Moved by Stine

Seconded by Lambert

WHEREAS, The City Council of the City of Troy endeavors to attain the highest and best land use, effective growth control measures and to enhance the health, safety and welfare of the community; and

WHEREAS, Chapter 12 of the Troy City Charter requires that..."in all sales or purchases in excess of \$10,000, (a) the sales or purchases shall be approved by the City Council, (b) sealed bids shall be obtained, except where the City Council shall determine that an emergency exists or that the public interest will be best served without obtaining sealed bids...";

THEREFORE, BE IT RESOLVED, That the City Council of the City of Troy **MAY DETERMINE** that the public interest will best be served without obtaining sealed bids for the sale of remnant parcels which remain after required right-of-way or excess property is taken when a purchase agreement is offered to the City of Troy by a prospective buyer which:

1. Has submitted evidence of ownership or control of an assembly of adjoining land of sufficient size so as to achieve what is believed to be the best possible development as determined by the City Council after review and recommendation from the City Manager.
2. Has submitted a conceptual site plan, which has been drawn to sufficient detail to indicate any and all features such as setbacks, parking and access, storm water detention and building height, which are governed by codes of the City of Troy.
3. Is accompanied by a petition for rezoning, if necessary, in compliance with the Master Land Use Plan of the City of Troy as being the most appropriate land use.
4. Commits the prospective buyer to a purchase price of at least a value established by an appraiser named by the Real Estate and Development Department of the City of Troy.
5. During the site plan review, site plan is accompanied by architectural renderings of all buildings along with a description of building materials to permit evaluation by building quality.
6. Is accompanied by a draft of proposed deed restrictions prepared by the City of Troy which will be imposed upon the purchaser of the City-owned property.
7. Nothing in this resolution relieves the Purchaser/Developer of their obligation to adhere to any and all City Ordinances and development standards.

BE IT FURTHER RESOLVED, That staff will **PROVIDE** an analysis of the zoning and **PRESENT** the remnant parcel(s) to the Parks and Recreation Advisory Committee to review for possible use as parks prior to Council action on the offer to purchase; and

BE IT FURTHER RESOLVED, That if it is most probable that a rezoning will be requested, that an appraisal based on that subsequent rezoning also be submitted; and

BE IT FINALLY RESOLVED, That the City Council **RETAINS** discretionary authority to determine the applicability of this policy.

Yes: All-7

OFFER TO PURCHASE
CITY OF TROY
REAL ESTATE

1. THE UNDERSIGNED, MATTHEW MCNABB, whose address is 6948 Montgomery DR. STRIBY Twp, hereby offers and agrees to purchase from the City of Troy the following land situated in the City of Troy, Oakland County, Michigan, described as follows:

T2N, R11E, SEC 36 PART OF N ½ OF SE ¼ BEG AT PT DIST S 01-22-22 E 370.72 FT FROM E ¼ COR, TH S 01-22-22 E 30 FT, TH N 89-50-53 W 463 FT, TH N 01-22-22 W 30 FT, TH S 89-50-53 E 463 FT TO BEG., EXCEPT THE EAST 60 FT.

Parcel Number: 20-36-426-091,
vacant Dequindre Road

and to pay therefore the sum of Twelve hundred 00/100 Thousand Dollars (\$ 1200.00) subject to the existing building and use restrictions, easements, zoning ordinances, and other deed restrictions and conditions as specified herein.

THE SALE TO BE CONSUMMATED BY:

Delivery of the usual warranty deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check made payable to the City of Troy.

2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible a Commitment for Title Insurance for information purposes. Purchase of Title Insurance shall be the option of the Purchaser at Purchaser's expense.
3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the Purchaser agrees to complete the sale within 30 days after delivery of the commitment of title insurance.
4. If objection to the title is made in the Commitment for Title Insurance or based upon a written opinion of Purchaser's attorney after examination of the Abstract that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date he is notified in writing of the particular defects claimed either (1) to fulfill the requirements in said commitment or to remedy the title defects set forth in said attorney's opinion or (2) to refund the deposit in full termination of this agreement or if unable to furnish satisfactory title. If the Seller is able to comply with such requirements or remedy such defects within the time specified as evidenced by written notification,

revised commitment or endorsement to commitment, the Purchaser agrees to complete the sale within 10 days of receipt thereof. If the Seller is unable to furnish satisfactory title within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.

5. Purchaser understands and agrees that although the property being conveyed may at the time of conveyance be tax exempt, that upon acceptance of this offer to purchase the property will be placed on the tax assessor's roll.
6. The covenants herein shall bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties.
7. By the execution of this instrument the Purchaser acknowledges THAT HE HAS EXAMINED THE ABOVE DESCRIBED PREMISES and is satisfied with the physical condition of structures and/or land thereon.
8. The closing of this sale shall take place at the offices of the City of Troy unless otherwise agreed.
9. Purchaser agrees to comply with Troy City Council Resolution #2007-01-028, a copy of which is attached, and understands that this sale is contingent upon City Council approval.
10. Deed Restrictions and Subsequent Conditions:
 - A. Construction shall take place only as indicated on any site plan submitted to and approved by the Building Department and Planning Department of the City of Troy and all construction shall conform to all codes of the City of Troy.
 - B. The property being conveyed herein is currently zoned and will be used only as it is defined in the Troy Zoning Ordinance as of March 18, 2013, and no other use or zoning will be permitted, said zoning currently being IB – Integrated Industrial Business.
 - C. The purchaser shall construct or pay for the construction of any and all improvements to public facilities or private improvements as required by ordinances or design standards of the City of Troy.
 - D. A violation of any of the above stated conditions shall cause the title of the property to automatically revert back to the City of Troy.
 - E. The covenants herein shall bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties.
 - F. These deed restrictions shall be recorded with the deed at the Oakland County Register of Deeds office.
11. Additional Conditions:

IN THE PRESENCE OF: DAWN YURI'SKO Purchaser MATTHEW MCNABB

 L.S.

Date 5-11-15 Phone 248.583.7755 or 313.407.6330 Address 6948 Montgomery Sheiby Twp MI 48310

IN THE PRESENCE OF: Seller- City of Troy
_____ L.S.

Date _____ Phone _____ Address _____

PURCHASER'S RECEIPT OF ACCEPTED OFFER

The Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing offer to purchase.

5-11-15
Date



Purchaser L.S.

WARRANTY DEED

Sidwell #88-20-36-426-091
Resolution # 2015-06-

The Grantor(s), **CITY OF TROY**, a Michigan municipal corporation, whose address is 500 West Big Beaver Road, Troy, MI 48084 convey(s) and warrant(s) to **Matthew McNabb**, Grantee, whose address is 6948 Montgomery Drive, Shelby Twp., MI, the following described premises situated in the City of Troy, County of Oakland and State of Michigan:

Town 2 North, Range 11 East, Section 36, Part of the North 1/2 of the Southeast 1/4, beginning at a point distant South 01°22'22" East 370.72 feet from the East 1/4 corner; thence South 01°22'22" East 30 feet, thence North 89°50'53" West 463 feet, thence North 01°22'22" West 30 feet, thence south 89°50'53" East 463 feet to the point of beginning, except the East 60 feet retained for roadway purposes.

Commonly known as vacant Dequindre, Troy, MI 48083

For the sum of One Thousand, Two Hundred and 00/100 Dollars (\$1,200.00)
Exempt under MCL.207.505(h)(i) and MCL 207.526 (h)(i)

subject to building and use restrictions and easements of record

Dated this _____ day of June, 2015.

CITY OF TROY
a Michigan municipal corporation

*Dane M. Slater, Mayor

*M. Aileen Dickson, City Clerk

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of June, 2015, by Dane M. Slater, Mayor, and M. Aileen Dickson, City Clerk, of the City of Troy, a Michigan Municipal corporation, on behalf of the corporation.

*
Notary Public, _____ County, MI
My commission expires: _____
Acting in _____ County, MI

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

Exempt under MCL 207.505(h)(i) & MCL 207.526 (h)(i)

Tax Parcel # 88-20-36-426-091 Recording Fee _____ Transfer Tax _____

*TYPE OR PRINT NAMES UNDER SIGNATURE



CITY COUNCIL AGENDA ITEM

Date: May 29, 2015

To: Brian Kischnick, City Manager

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

Subject: Private Agreement – Contract for Installation of Municipal Improvements
Virgilia Water & Sewer Extension - Project No. 14.903.3

History

Champagne Building Company proposes to construct one (1) residential unit located at the north end of Virgilia Avenue, north of Long Lake Road and west of Livernois Avenue in Section 9.

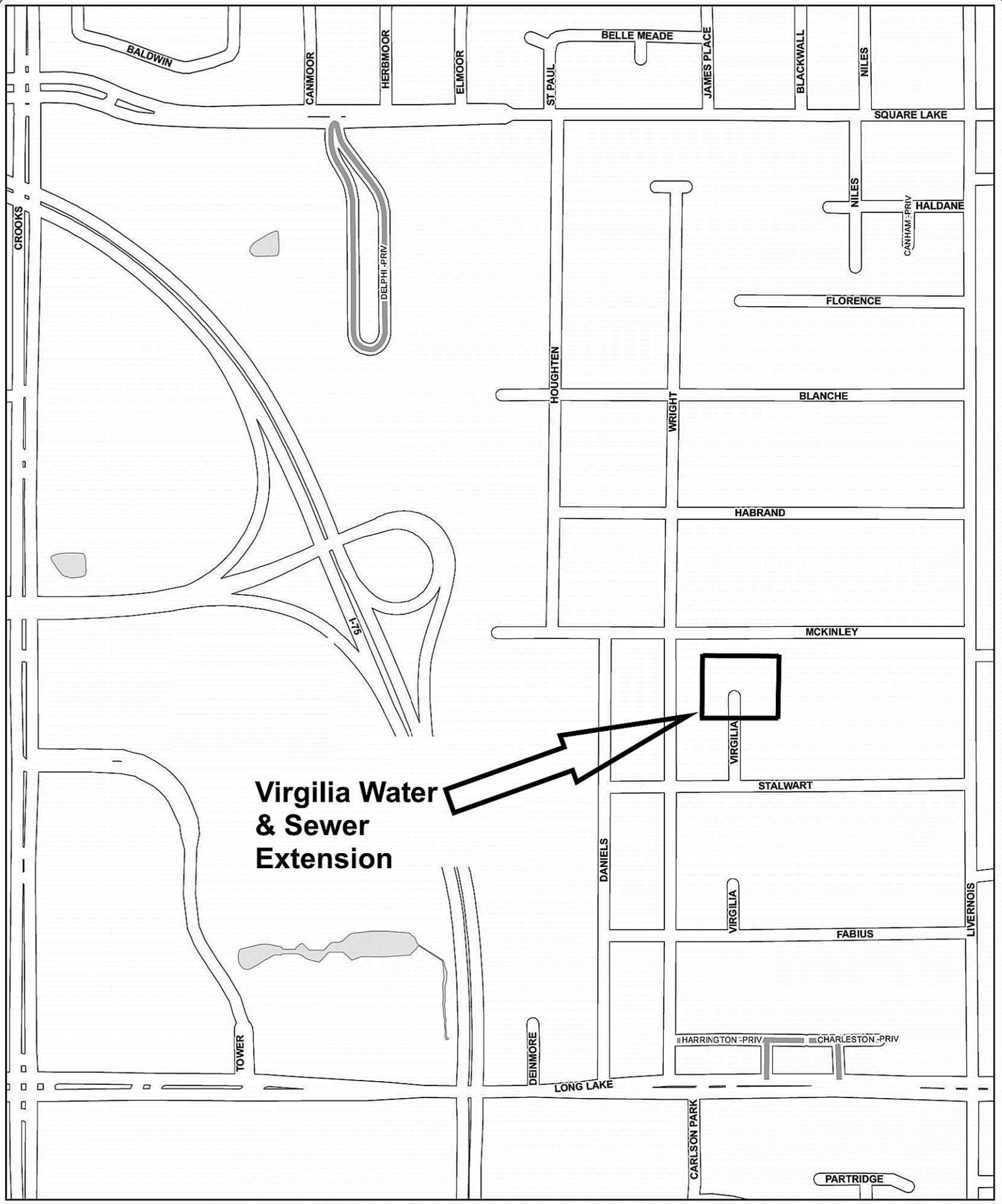
Site grading and utility plans for this development were reviewed and recently approved by the Engineering Department. The plans include municipal improvements, which will be constructed by Champagne Building Company on behalf of the City of Troy; including Water Main, Sanitary Sewer, Storm Sewer, and Asphalt Pavement. The required fees and refundable escrow deposits in the form of a Check, that will assure completion of the municipal improvements, have been provided by Champagne Building Company (see attached Private Agreement).

Financial

See attached summary of required deposits and fees for this Private Agreement.

Recommendation

Approval of the Contract for Installation of Municipal Improvements (Private Agreement) is recommended.



**Virgilia Water
& Sewer
Extension**



City Of Troy

Contract for Installation of Municipal Improvements
(Private Agreement)

Project No.: **14.903.3**

Project Location: **SE 1/4 Section 9**

Resolution No: _____

Date of Council Approval: _____

This Contract, made and entered into this **29th** day of **May, 2015** by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and **Champagne Building Company** whose address is **47858 Van Dyke Avenue, Shelby Twp., MI 48317** and whose telephone number is **(586)-726-1501** hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of **Water Main, Sanitary Sewer, Storm Sewer, and Asphalt Pavement** in accordance with plans prepared by **Chippewa Consulting** whose address is **8140 Paction, Shelby Twp., MI 48317** and whose telephone number is **(586) 737-7993** and approved prior to construction by the City in accordance with City of Troy specifications.

SECOND: That the Owners agree to provide the following securities to the City prior to the start of construction, in accordance with the Detailed Summary of Required Deposits & Fees (attached hereto and incorporated herein):

Refundable escrow deposit equal to the estimated construction cost of \$ **52,625.00**. This amount will be deposited with the City in the form of (check one):

Cash/Check

Certificate of Deposit & 10% Cash

Irrevocable Bank Letter of Credit & 10% Cash

Performance Bond & 10% Cash

}
 } 10% Cash _____
 }
 }

Refundable cash deposit in the amount of \$ **7,763.00**. This amount will be deposited with the City in the form of (check one):

Cash

Check

Non-refundable cash fees in the amount of \$ **8,157.00**. This amount will be paid to the City in the form of (check one):

Cash

Check

Said refundable escrow deposits shall be disbursed to the Owners after approval by the City. The City reserves the right to retain a minimum of ten (10) percent for each escrowed item until the entire site/development has received final inspection and final approval by all City departments. Refundable cash deposits shall be held until final approval has been issued. Disbursements shall be made by the City within a reasonable time, after request for refund of deposits is made by the Owners.

City Of Troy
Contract for Installation of Municipal Improvements
(Private Agreement)

THIRD: The owners shall contract for construction of said improvement with a qualified contractor. Owners, or their agents, and contractor(s) agree to arrange for a pre-construction meeting with the City Engineer prior to start of work. All municipal improvements must be completely staked in the field under the direct supervision of a registered civil engineer or registered land surveyor, in accordance with the approved plans. Revisions to approved plans required by unexpected or unknown conflicts in the field shall be made as directed by the City.

FOURTH: Owners agree that if, for any reason, the total cost of completion of such improvements shall exceed the sums detailed in Paragraph SECOND hereof, that Owners will immediately, upon notification by the City, remit such additional amounts in accordance with Paragraph SECOND hereof. In the event the total cost of completion shall be less than the sums as detailed in Paragraph SECOND hereof, City will refund to the Owners the excess funds remaining after disbursement of funds.

FIFTH: Owners agree to indemnify and save harmless City, their agents and employees, from and against all loss or expense (including costs and attorneys' fees) by reason of liability imposed by law upon the City, its agents and employees for damages because of bodily injury, including death, at any time resulting therefrom sustained by any person or persons or on account of damage to property, including work, provided such injury to persons or damage to property is due or claimed to be due to negligence of the Owner, his contractor, or subcontractors, employees or agents, Owner further agrees to obtain and convey to the City all necessary easements and/or right-of-way for such public utilities as required by the City Engineer.

City Of Troy

**Contract for Installation of Municipal Improvements
(Private Agreement)**

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate on this _____ day of _____, 20_____.

OWNERS CHAMPAGNE

CITY OF TROY

By: ^{MANAGER} FRANCO C. MANCINI

By:



FRANCO C. MANCINI

Please Print or Type

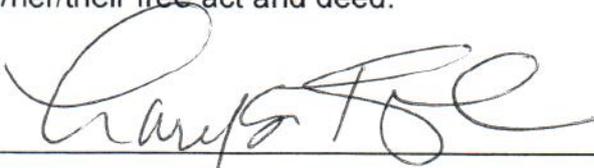
Dane M. Slater, Mayor

Please Print or Type

M. Aileen Bittner, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 29th day of May, A.D. 2015, before me personally appeared Franco Mancini, Manager of Champagne Investments ^{company} known by me to be the same person(s) who executed this instrument and who acknowledged this to be his/her/their free act and deed.



NOTARY PUBLIC, Oakland County, Michigan

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

My commission expires: _____

Detailed Summary of Required Deposits & Fees
 Virgilia Water & Sewer Extension
 1 Unit - Section 9

ESCROW DEPOSITS or PERFORMANCE BOND:

Sanitary Sewers	\$8,970
Water Mains	\$10,755
Storm Sewers	\$3,800
Pavement - BITUMINOUS	\$21,100
Grading	\$2,000
Deposit for the Repair of Damage to Existing Public Streets Used for Access	\$6,000
TOTAL ESCROW DEPOSITS or PERFORMANCE BOND (REFUNDABLE):	\$52,625

(Circle One)

CASH FEES (NON-REFUNDABLE):

Water Main Testing and Chlorination (PA2)	\$650
Soil Erosion and Sedimentation Control Permits (SUB 10)	\$2,900
Testing Services (SUB 11)	\$789
Engineering Review and Inspection (PA 1)	\$4,263
Less Initial Engineering Review Fee (Public & Private)(1.1%)	-\$445
(PA 3) TOTAL CASH FEES (NON-REFUNDABLE):	\$8,157

CASH DEPOSITS (REFUNDABLE):

Deposit for Maintenance & Cleaning of Ex. Public Streets Used for Access	\$2,000
Punchlist & Restoration Deposit	\$5,263
Deposit for Repair, Replacement or Maintenance of SESC	\$500
(PA 3) TOTAL CASH DEPOSITS (REFUNDABLE):	\$7,763

Stormwater detention for this development will be provided by:
 Not Required
 Engineer: Chippewa Consulting
 Developer: Franco Mancini

PAID
 JUN 01 2015
 CITY OF TROY
 TREASURER'S OFFICE



CITY COUNCIL AGENDA ITEM

Date: June 1, 2015

To: Brian Kischnick, City Manager

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

Subject: Private Agreement – Contract for Installation of Municipal Improvements
Somerton Sanitary Sewer Extension - Project No. 15.404.3

History

Sterling Construction Inc. proposes to extend a sanitary sewer along Long Lake and Somerton to service two new homes located on Somerton north of Long Lake.

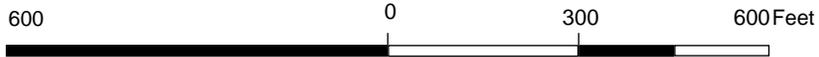
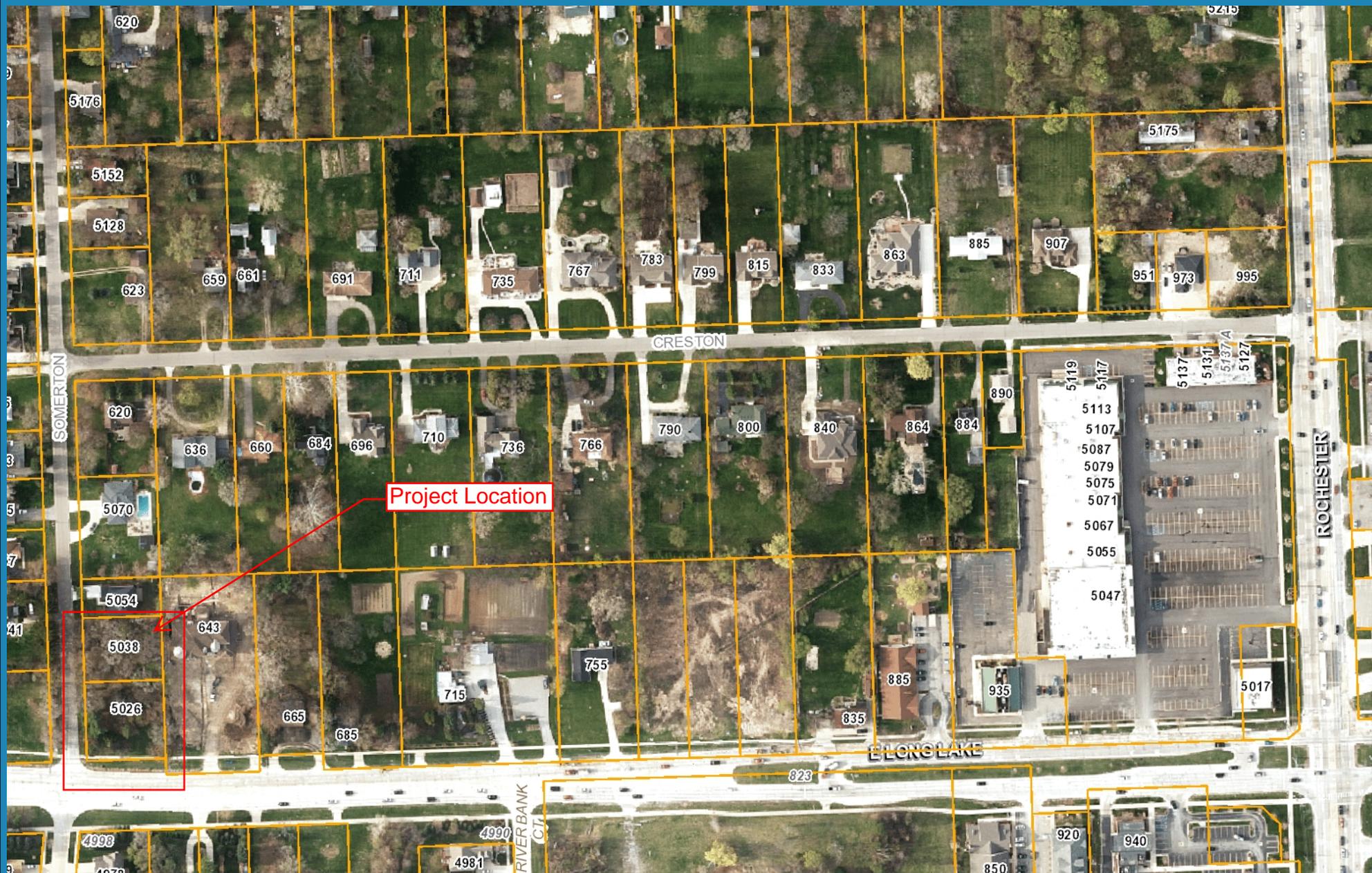
Site grading and utility plans for this development were reviewed and recently approved by the Engineering Department. The plans include municipal improvements which will be constructed by Sterling Construction Inc. on behalf of the City of Troy; including sanitary sewer, storm sewer and sidewalk. The required fees and refundable escrow deposits in the form of Performance Bond and 10% Cash, that will assure completion of the municipal improvements, have been provided by Sterling Construction Inc. (see attached Private Agreement).

Financial

See attached summary of required deposits and fees for this Private Agreement.

Recommendation

Approval of the Contract for Installation of Municipal Improvements (Private Agreement) is recommended.



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

City Of Troy

Contract for Installation of Municipal Improvements (Private Agreement)

Project No.: **15.404.3**

Project Location: **SE 1/4 Section 10**

Resolution No: _____

Date of Council Approval: _____

This Contract, made and entered into this **8th** day of **June**, **2015** by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and **Sterling Construction Inc.** whose address is **1612 Muer Dr., Troy, MI 48084** and whose telephone number is **248-890-8421** hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of **sanitary sewer, storm sewer and sidewalk** in accordance with plans prepared by **Horizon Engineering LLC** whose address is **PO Box 182158, Shelby Twp., MI 48318** and whose telephone number is **586-453-8097** and approved prior to construction by the City in accordance with City of Troy specifications.

SECOND: That the Owners agree to provide the following securities to the City prior to the start of construction, in accordance with the Detailed Summary of Required Deposits & Fees (attached hereto and incorporated herein):

Refundable escrow deposit equal to the estimated construction cost of \$ **36,420.00**. This amount will be deposited with the City in the form of (check one):

Cash/Check	<input type="checkbox"/>	} 10% Cash	\$3,642.00
Certificate of Deposit & 10% Cash	<input type="checkbox"/>		
Irrevocable Bank Letter of Credit & 10% Cash	<input type="checkbox"/>		
Performance Bond & 10% Cash	<input checked="" type="checkbox"/>		

Refundable cash deposit in the amount of \$ **9,142.00**. This amount will be deposited with the City in the form of (check one):

Cash	<input type="checkbox"/>	Check	<input checked="" type="checkbox"/>
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Non-refundable cash fees in the amount of \$ **3,727.00**. This amount will be paid to the City in the form of (check one):

Cash	<input type="checkbox"/>	Check	<input checked="" type="checkbox"/>
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Said refundable escrow deposits shall be disbursed to the Owners after approval by the City. The City reserves the right to retain a minimum of ten (10) percent for each escrowed item until the entire site/development has received final inspection and final approval by all City departments. Refundable cash deposits shall be held until final approval has been issued. Disbursements shall be made by the City within a reasonable time, after request for refund of deposits is made by the Owners.

City Of Troy

Contract for Installation of Municipal Improvements (Private Agreement)

THIRD: The owners shall contract for construction of said improvement with a qualified contractor. Owners, or their agents, and contractor(s) agree to arrange for a pre-construction meeting with the City Engineer prior to start of work. All municipal improvements must be completely staked in the field under the direct supervision of a registered civil engineer or registered land surveyor, in accordance with the approved plans. Revisions to approved plans required by unexpected or unknown conflicts in the field shall be made as directed by the City.

FOURTH: Owners agree that if, for any reason, the total cost of completion of such improvements shall exceed the sums detailed in Paragraph SECOND hereof, that Owners will immediately, upon notification by the City, remit such additional amounts in accordance with Paragraph SECOND hereof. In the event the total cost of completion shall be less than the sums as detailed in Paragraph SECOND hereof, City will refund to the Owners the excess funds remaining after disbursement of funds.

FIFTH: Owners agree to indemnify and save harmless City, their agents and employees, from and against all loss or expense (including costs and attorneys' fees) by reason of liability imposed by law upon the City, its agents and employees for damages because of bodily injury, including death, at any time resulting therefrom sustained by any person or persons or on account of damage to property, including work, provided such injury to persons or damage to property is due or claimed to be due to negligence of the Owner, his contractor, or subcontractors, employees or agents, Owner further agrees to obtain and convey to the City all necessary easements and/or right-of-way for such public utilities as required by the City Engineer.

City Of Troy

**Contract for Installation of Municipal Improvements
(Private Agreement)**

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate on this _____ day of _____, 20_____.

OWNERS

CITY OF TROY

By: STERLING CONSTRUCTION, INC

By:

Dave Stafa (President)

Please Print or Type

Dane M. Slater, Mayor

Please Print or Type

M. Aileen Dickson, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 28th day of May, A.D. 2015, before me personally appeared Safir Stafa known by me to be the same person(s) who executed this instrument and who acknowledged this to be his/her/their free act and deed.

Larysa Figol
NOTARY PUBLIC, Oakland County, Michigan

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

My commission expires: _____

Detailed Summary of Required Deposits & Fees
Somerton Sewer Extension
15.404.3

ESCROW DEPOSITS (PUBLIC):

Sanitary Sewers	\$18,580
Water Mains	\$0
Paving	\$0
Sidewalks	\$10,800
Deceleration and/or Passing Lane - MAJOR ROAD	\$0
Major Road Improvements (other than decel or passing lanes)	\$0
Storm Sewers	\$7,040
TOTAL ESCROW DEPOSITS (Refundable):	<u>\$36,420</u>

CASH FEES (Non-Refundable):

Engineering Review Fee (Private Improvements)(PA1)	\$81
Water Main Testing and Chlorination (PA 2)	\$0
Plan Review and Construction Inspection Fee (Public Improvements) (PA1)	\$2,950
Soil Erosion/Sedimentation Control Commercial Permit Fee (SUB 10)	\$400
Soil Erosion/Sedimentation Control Commercial Inspection Fee (SUB 10)	\$500
Less Initial Engineering Review Fee (Public & Private)(1.1%)	-\$204
TOTAL CASH FEES (Non-Refundable):	<u>\$3,727</u>

CASH DEPOSITS (Refundable):

Street Cleaning/Road Maintenance	\$5,000
Soil Erosion/Sedimentation Control Repair, Replace, or Maintenance	\$500
Punchlist & Restoration	\$3,642
TOTAL CASH DEPOSITS (Refundable):	<u>\$9,142</u>

Total Escrow & Cash Deposits (Refundable): **\$45,562**

Total Cash Fees (Non-Refundable): **\$3,727**

Total Amount: **\$49,289**

On April 21, 2015, at 7:32 p.m., in the Council Chambers of Troy City Hall, Chairman Clark called the Zoning Board of Appeals meeting to order.

1. ROLL CALL

Present:

- Glenn Clark
- Kenneth Courtney
- Thomas Desmond
- David Eisenbacher
- Allen Kneale
- David Lambert
- Philip Sanzica

Also Present:

- Paul Evans, Zoning and Compliance Specialist
- Julie Q. Dufrane, Assistant City Attorney

2. APPROVAL OF MINUTES – March 17, 2015

Moved by Sanzica
Seconded by Eisenbacher

RESOLVED, to approve the March 17, 2015 meeting minutes.

Yes: All

MOTION PASSED

3. APPROVAL OF AGENDA

Moved by Eisenbacher
Second by Courtney

RESOLVED, to approve the agenda with the removal of item 4 A.

Yes: All

MOTION PASSED

4. HEARING OF CASES

B. VARIANCE REQUEST, ELIE SASSINE, 6022 ATKINS – In order to build a new house, a 25 foot variance from the 50 foot required setback from Square Lake Road. The required setback is measured from the future Square Lake Road right of way. Zoning Ordinance Section 4.06 (D) (1)

Moved by Lambert
Seconded by Desmond

RESOLVED, to grant the variance.

Yes: All

MOTION PASSED

C. VARIANCE REQUEST, JOELLE AND SCOT PETT, 3521 SHAKESPEARE – In order to construct a 2 story addition to the house, a 6 foot variance to the required 45 foot rear yard setback. Zoning Ordinance Section: 4.06 (C) R-1B Zoning

Moved by Lambert
Seconded by Eisenbacher

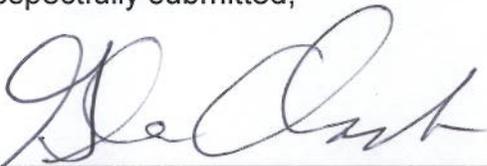
RESOLVED, to grant the variance.

Yes: All

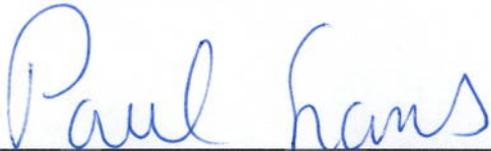
MOTION PASSED

- 5. COMMUNICATIONS – Ms. Quinlan Dufrane invited the Board to Assistant City Attorney Sue Lancaster’s retirement gathering.
- 6. MISCELLANEOUS BUSINESS – None
- 7. PUBLIC COMMENT – None
- 8. ADJOURNMENT – The Zoning Board of Appeals meeting ADJOURNED at 8:27 p.m.

Respectfully submitted,



Glenn Clark, Chairman



Paul Evans, Zoning and Compliance Specialist

Chair Edmunds called the Regular meeting of the Troy City Planning Commission to order at 7:00 p.m. on May 12, 2015 in the Council Board Room of the Troy City Hall.

1. ROLL CALL

Present:

Ollie Apahidean
Donald Edmunds
Michael W. Hutson
Tom Krent
Thomas Strat
John J. Tagle

Absent:

Karen Crusse
Padma Kuppa
Philip Sanzica

Also Present:

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

2. APPROVAL OF AGENDA

Resolution # PC-2015-05-025

Moved by: Tagle
Seconded by: Apahidean

RESOLVED, To approve the Agenda as prepared.

Yes: All present (6)
Absent: Crusse, Kuppa, Sanzica

MOTION CARRIED

3. APPROVAL OF MINUTES

Resolution # PC-2015-05-026

Moved by: Hutson
Seconded by: Strat

RESOLVED, To approve the minutes of the April 28 2015 Regular meeting as published.

Yes: All present (6)
Absent: Crusse, Kuppa, Sanzica

MOTION CARRIED

4. PUBLIC COMMENT – Items not on the Agenda

There was no one present who wished to speak.

PRELIMINARY SITE PLAN REVIEW

5. PRELIMINARY SITE PLAN REVIEW (File Number SP 853-A) – Proposed Sandalwood South, West side of Rochester, North of Long Lake (5215 Rochester), Section 10, Currently Zoned R-1C (One Family Residential) Consent Judgment

Mr. Savidant detailed the history of the Consent Judgment and how it relates to the application.

Mr. Carlisle gave a report on the proposed development. He recommended approval of the site condominium application with one condition as noted in his written reported dated April 30, 2015.

Project Manager Tony Cappussi of CMA Design Services was present.

There was a brief discussion on the proposed landscaping.

Resolution # PC-2015-05-027

Moved by: Hutson

Seconded by: Strat

WHEREAS, The subject property is controlled by Consent Judgment that permits a 12-unit attached condominium project, subject to Preliminary Site Plan Approval by the Planning Commission, and

WHEREAS, Dimensional variances from setback requirements allowing the existing house and relocated garage to be located as shown on the site plan are deemed granted in accordance with the Consent Judgment.

THEREFORE BE IT RESOLVED, That Preliminary Site Plan Approval, pursuant to Article 8 of the Zoning Ordinance, as requested for the proposed Sandalwood South Condominiums, located on the west side of Rochester Road, north of Long Lake Road (5215 Rochester), Section 10, within the R-1C (One Family Residential) District, be granted, subject to the following:

1. Eliminate the sidewalk extending north from Unit 12 and provide an ADA compliant ramp and pedestrian crossing between Units 11 and 12 to Unit 8.

Yes: All present (6)

Absent: Crusse, Kuppa, Sanzica

MOTION CARRIED

OTHER BUSINESS

6. PUBLIC COMMENT – Items on Current Agenda

There was no one present who wished to speak.

7. PLANNING COMMISSION COMMENT

There were general Planning Commission comments.

The Regular meeting of the Planning Commission adjourned at 7:30 p.m.

Respectfully submitted,



Donald Edmunds, Chair



Kathy L. Czarnecki, Recording Secretary

On May 19, 2015, at 7:30 p.m., in the Council Chambers of Troy City Hall, Chairman Clark called the Zoning Board of Appeals meeting to order.

1. ROLL CALL

Present:

Glenn Clark
Kenneth Courtney
Thomas Desmond
David Eisenbacher
David Lambert
Paul McCown
Philip Sanzica

Also Present:

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

2. APPROVAL OF MINUTES – April 21, 2015

Moved by Sanzica
Seconded by Desmond

RESOLVED, to approve the April 21, 2015 meeting minutes.

Yes: All

MOTION PASSED

3. APPROVAL OF AGENDA – No changes.

4. HEARING OF CASES

A. VARIANCE REQUEST, LINDA PIERFELICE, 3151 HELENA – In order to construct an addition to the home, a 2 foot variance to the required 25 foot front yard setback. Zoning Ordinance Section 4.06 (C) R-1E Zoning District.

Moved by Lambert
Seconded by McCown

RESOLVED, to grant the variance.

Yes: All

MOTION PASSED

- B. VARIANCE REQUEST, TIMOTHY AND CAROL JUDY, 2352 LANERGAN – In order to construct an addition to the home, a 7.5 foot variance to the required 40 foot front yard setback. Zoning Ordinance Section 4.06 (C) R-1B Zoning District.

Moved by Eisenbacher
Seconded by Desmond

RESOLVED, to grant the variance.

Yes: All

MOTION PASSED

5. COMMUNICATIONS – None.
6. MISCELLANEOUS BUSINESS – Election of Officers

Motion by Courtney
Second by Desmond

RESOLVED, to elect Glenn Clark Chair, and David Eisenbacher Vice Chair.

Yes: all

MOTION PASSED

7. PUBLIC COMMENT – None
8. ADJOURNMENT – The Zoning Board of Appeals meeting ADJOURNED at 8:27 p.m.

Respectfully submitted,

Glenn Clark, Chairman

Paul Evans, Zoning and Compliance Specialist

Keri Clawson, Manager
Macy's, Somerset Collection
2750 West Big Beaver Rd.
Troy, MI 48084

Dear Ms. Clawson,

The Troy Public Library is thrilled to be included as a local impact site in the RIF/Macy's **Be Book Smart Campaign**. Our participation brought us 1467 books that will be given as Summer Library Program prizes this year. Thank you so much for making it possible to send literature into the homes of so many children in Troy. As you know, reading during the summer months is proven to help children maintain and sometimes even increase their reading skills, making them ready to move forward when the new school year begins.

Thank you so much for your generosity!

Sincerely,

Cathleen Russ
Library Director

Meaghan Battle
Head of Youth Services



Fire Department

500 West Big Beaver Road

Troy, Michigan 48084

Phone: 248-524-3419

Fax: 248-689-7520

Press Release

Fireworks

For Immediate Release: June 4, 2015

Media Contact: Tonya Perry, Staff Lieutenant, Troy Fire Department

Fireworks displays are most common this time of year, around Independence Day on July 4th. The Troy Fire Department reminds everyone that fireworks must be handled with care.

Each year the Consumers Product Safety Commission (CPSC) estimates there are nearly 10,000 injuries from fireworks with almost half of these in children under the age of 15. Most of these injuries occur in the weeks surrounding the celebration of our nation's independence. The CPSC has found that *"...60 percent of all fireworks injuries were sustained during the 30 days surrounding the Independence Day holiday. More than half of these injuries were the result of unexpected ignition of the device or consumers not using fireworks as intended."* See [CPSC Fireworks Report](#).

Fireworks are unpredictable, their paths may be erratic, and they may launch unexpectedly. For those planning to use fireworks this holiday season, the CPSC and the American Pyrotechnics Association (APA) recommend the following basic safety rules:

- Light fireworks one at a time, then move back quickly.
- Never allow young children to play with or ignite fireworks.
- Always have an adult supervise all fireworks activities. Parents don't realize that young children can suffer injuries from sparklers. Sparklers burn at temperatures of about 2,000 degrees - hot enough to melt some metals. Leave the sparklers for older children – 12 and up, or skip them altogether.
- Never pick up an unexploded device or relight a "dud" firework. It may still be burning – even if you cannot see it. Squirt water on it from a distance, if possible. Place it in water after 20 minutes and let it soak.
- Avoid buying fireworks that are packaged in plain brown paper. This is often a sign that the fireworks were made for professional displays and that they could pose a danger to consumers.
- Buy only legal fireworks; never make your own. Here's a link to see what is legal in Michigan: [Michigan Legal Fireworks](#)
- Always have a bucket of water and/or hose nearby.
- Never place any part of your body directly over a fireworks device when lighting the fuse. Back up to a safe distance immediately after lighting fireworks.
- Never point or throw fireworks at another person.
- Never carry fireworks in a pocket, or shoot them off in metal or glass containers.
- After fireworks complete their burning, douse the spent device with plenty of water from a bucket or hose before discarding it to prevent a trash fire.

Since the passage of the Michigan Fireworks Safety Act of 2011, consumer grade fireworks have been available for public use. The Act was amended in 2013 and the city of Troy adopted an ordinance to prevent the use of fireworks between the hours of 11 PM and 8:00 AM, except on January 1st when the Act allows the time of use to be extended to 1:00 AM.

The Troy ordinance also restricts the use of fireworks to the day before, the day of, and the day after a national holiday. Any other time of the year the use of fireworks is illegal. If using fireworks this coming holiday season, please be considerate of your neighbors before deciding when and where to use fireworks.

Violations of the ordinance should be reported to the Police Department, as prescribed by the Michigan Fireworks Safety Act. Fire safety concerns should be reported to the Fire Department.

The City of Troy, CPSC and the APA all want to wish everyone a safe and enjoyable holiday celebration. Fireworks are best viewed from afar and left to the professionals. To find where fireworks displays will occur in Michigan, search www.michiganfireworks.com by city, by county or by date.

Questions regarding this release can be directed to Lt. Tonya Perry at 248-524-3419, or via email at: perrytj@troymi.gov.



STATE OF MICHIGAN
DEPARTMENT OF EDUCATION
LANSING

RICK SNYDER
GOVERNOR

MICHAEL P. FLANAGAN
STATE SUPERINTENDENT

May 20, 2015

Cathy Russ
Troy Public Library
510 W. Big Beaver Road
Troy, MI 48084

Dear Ms. Russ:

Thank you for taking time to read and review the 2015 Michigan Letters about Literature entries. Your service as a judge is an important part of the program. We depend on you as a judge to understand the role of reading and writing for students, to have an understanding of young adult literature and to bring your skills to the critical review of all the semi-finalist letters.

We were delighted this year recognize Nancy Hascall from Allegan High School as our 2015 Michigan Teacher as well. Information on all the winners and the three winning letters is in the Letters about Literature section at <http://www.michigan.gov/youthlibraryservices>.

I know the amount of time it takes to read all of the letters, to evaluate each of them, and to attend the review meeting. Thank you for your willingness to participate and give the students a serious, quality analysis of their work. I appreciate your time and effort!

Sincerely,

A handwritten signature in cursive script that reads "Karren Reish".

Karren Reish
Library Grants Coordinator
517-241-0021
reishk@michigan.gov

LIBRARY OF MICHIGAN