



TROY CITY COUNCIL

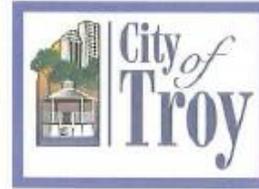
REGULAR MEETING

AGENDA

SEPTEMBER 28, 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@troymt.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.

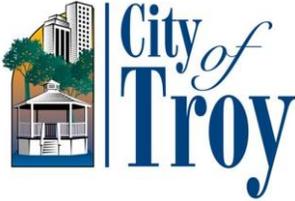
Supporting materials transmitted with this Agenda have been prepared by department directors and staff members. I am indebted to them for their efforts to provide insight and professional advice for your consideration.

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

September 28, 2015 – 7:30 PM
Council Chambers
City Hall - 500 West Big Beaver
Troy, Michigan 48084
(248) 524-3317

INVOCATION: **1**

PLEDGE OF ALLEGIANCE: **1**

A. CALL TO ORDER: **1**

B. ROLL CALL: **1**

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

C-1 Trails and Pathways Update *(Presented by: Kurt Bovensiepe, Public Works Manager)* 1

C-2 Economic Development Activity Update *(Presented by: Glenn Lapin, Economic Development Specialist, and John Kottler, Vice President of Sales – New Image Building Services)* 1

C-3 LDFA Update *(Presented by: Mark Miller, Director of Economic and Community Development, and Tom Kelley, COO – Automation Alley)* 1

C-4 City of Troy Employees' Retirement System Fifty-First Annual Actuarial Valuation, City of Troy Incentive Plan for Volunteer Firefighters 35th Annual Actuarial Valuation and the City of Troy Retiree Health Care Plan Actuarial Valuation of Other Post Employment Benefits – December 31, 2014 *(Presented by: Tom Darling, Director of Financial Services)* 1

D. CARRYOVER ITEMS: **2**

D-1 No Carryover Items 2

<u>E.</u>	<u>PUBLIC HEARINGS:</u>	<u>2</u>
E-1	No Public Hearings	2
<u>F.</u>	<u>PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:</u>	<u>2</u>
<u>G.</u>	<u>CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT:</u>	<u>3</u>
<u>H.</u>	<u>POSTPONED ITEMS:</u>	<u>3</u>
H-1	No Postponed Items	3
<u>I.</u>	<u>REGULAR BUSINESS:</u>	<u>3</u>
I-1	Board and Committee Appointments: a) Mayoral Appointments – Brownfield Redevelopment Authority, Downtown Development Authority; b) City Council Appointments – Animal Control Appeal Board, Historic District Study Committee, Parks and Recreation Board, Traffic Committee	3
I-2	Board and Committee Nominations: a) Mayoral Nominations – Brownfield Redevelopment Authority; b) City Council Nominations – Animal Control Appeal Board, Charter Revision Committee, Personnel Board	5
I-3	No Closed Session Requested	8
I-4	Assignment of the Detroit Water and Sewerage Department Water Contract and Amendments to Chapter 20 (Water Turn Off/On After Hour Fee) of the City Code <i>(Introduced by: Tim Richnak, DPW Director)</i>	8
I-5	Approval of Contract with MDOT for Preliminary Engineering Service for the Reconstruction and Widening of John R, Long Lake to South Boulevard – Project No. 02.203.5 and 02.204.5 <i>(Introduced by: Bill Huotari, Deputy City Engineer)</i>	10
I-5	Approval of Suburban Mobility Authority for Regional Transportation and City of Troy Pass Through Agreement for Troy Multi-Modal Transit Center <i>(Introduced by: Lori Grigg Bluhm, City Attorney)</i>	11

J. CONSENT AGENDA: 11

J-1a	Approval of “J” Items NOT Removed for Discussion	11
J-1b	Address of “J” Items Removed for Discussion by City Council	12
J-2	Approval of City Council Minutes	12
	a) Special Joint City Council and Planning Commission Minutes-Draft– September 14, 2015	12
	b) City Council Minutes-Draft – September 14, 2015	12
J-3	Proposed City of Troy Proclamations: None Submitted	12
J-4	Standard Purchasing Resolutions:	12
	a) Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Avondale Youth Assistance	12
	b) Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Troy Youth Assistance	12
	c) Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Troy Community Coalition	13
	d) Standard Purchasing Resolution 4: Cooperative Contract Award – Fleet Vehicles/Equipment	13
	e) Standard Purchasing Resolution 4: Cooperative Contract Awards – Upgrade and Expansion of Disk Based Backup System	13
J-5	Request for Acceptance of Five Permanent Easements from Sterling Construction, Inc. – Sidwell #88-20-10-477-050 and 051	13
J-6	Request for Acceptance of a Permanent Easement from Daniel V. and Joanna F. Pap – Sidwell #88-20-21-101-010	14
J-7	Request for Acceptance of a Permanent Easement and Two Warranty Deeds from BB Investments, LLC - Sidwell #88-20-20-103-001 to 012	14
J-8	Request to Vacate a Portion of an Existing Sanitary Sewer Easement and Accept a Sanitary Sewer Easement from Hannawa Holdings, Benton Harbor, LLC – Sidwell #88-20-24-476-005	14
J-9	Traffic Committee Recommendations and Minutes – September 16, 2015	15
J-10	Private Agreement – Contract for Installation of Municipal Improvements – Golden Gate Plaza Sanitary Sewer Relocation – Project No. 15.405.3	15

J-11	Budget Appropriation – Local and Major Road Concrete Slab Replacement	15
J-12	Suggested Resolution to Schedule a Joint Study Session on Monday, October 12, 2015, Between the Troy City Council and Troy Planning Commission at 6:00 PM for the Purpose of Discussing Common Issues Related to the Master Plan Planning and Development	16
J-13	Sale of Equipment – Surplus Police Vehicles	16
<u>K.</u>	<u>MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:</u>	16
K-1	Announcement of Public Hearings: None Submitted	16
K-2	Memorandums (Items submitted to City Council that may require consideration at some future point in time):	16
	a) 2016 City Council Meeting Schedule.....	16
<u>L.</u>	<u>PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:</u>	17
<u>M.</u>	<u>CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT:</u>	17
<u>N.</u>	<u>COUNCIL REFERRALS:</u>	17
N-1	No Council Referrals	17
<u>O.</u>	<u>COUNCIL COMMENTS:</u>	17
O-1	No Council Comments Advanced	17
<u>P.</u>	<u>REPORTS:</u>	17
P-1	Minutes – Boards and Committees:	17
	a) Zoning Board of Appeals-Final – May 19, 2015	17
	b) Planning Commission-Draft – August 25, 2015.....	17
	c) Planning Commission-Final – August 25, 2015.....	17
	d) Zoning Board of Appeals-Draft – September 15, 2015	17
P-2	Department Reports:	17

a)	Letter of Resignation from William R. Need – Ex-Officio Member of the Employee Retirement System	17
b)	Information from the City of Detroit Water and Sewerage Department to Assist in Great Lakes Water Authority Contract Assignment Deliberations.....	17
c)	City of Troy Employees Retirement System Fifty-First Annual Actuarial Valuation – December 31, 2014	17
d)	City of Troy Incentive Plan for Volunteer Firefighters 35 th Annual Actuarial Valuation – December 31, 2014	17
P-3	Letters of Appreciation:	17
a)	To Brian Kischnick, City Manager, from Marie Couch Regarding Connecting to the Clinton River Trail from City Hall.....	17
b)	To Brian Kischnick, City Manager, from Mark Calice Regarding Professionalism of Troy Police Officers Joe Morgan and Russ Barrows.....	17
c)	Letter from Trisha Shapiro with Positive Feedback Regarding Brian Kischnick, City Manager, and Kurt Bovensiep, Public Works Manager, Taking Time to Talk About Troy Trails with Residents	17
P-4	Proposed Proclamations/Resolutions from Other Organizations: None Submitted	17
P-5	Notice of Hearing for the Electric Customers of DTE Electric Company Case No. U-17804	18
<u>Q.</u>	<u>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):</u>	18
<u>R.</u>	<u>CLOSED SESSION:</u>	18
R-1	No Closed Session Requested	18
<u>S.</u>	<u>ADJOURNMENT:</u>	18
	<u>FUTURE CITY COUNCIL PUBLIC HEARINGS:</u>	19
	<u>PROPOSED SPECIAL CITY COUNCIL MEETINGS AND STUDY SESSIONS:</u>	19
	October 12, 2015 Joint City Council and Planning Commission Study Session....	19
	<u>SCHEDULED SPECIAL CITY COUNCIL MEETINGS:</u>	19
	<u>2015 SCHEDULED REGULAR CITY COUNCIL MEETINGS:</u>	19
	October 12, 2015 Regular Meeting	19
	October 26, 2015 Regular Meeting	19

November 9, 2015	Regular Meeting.....	19
November 23, 2015	Regular Meeting.....	19
December 7, 2015	Regular Meeting.....	19
December 14, 2015	Regular Meeting.....	19

INVOCATION:

PLEDGE OF ALLEGIANCE:

A. CALL TO ORDER:

B. ROLL CALL:

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

- b) Excuse Absent Council Members:

Suggested Resolution

Resolution #2015-09-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of _____ at the Regular City Council Meeting of September 28, 2015, due to _____.

Yes:

No:

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 Trails and Pathways Update *(Presented by: Kurt Bovensiep, Public Works Manager)*

C-2 Economic Development Activity Update *(Presented by: Glenn Lapin, Economic Development Specialist, and John Kottler, Vice President of Sales – New Image Building Services)*

C-3 LDFA Update *(Presented by: Mark Miller, Director of Economic and Community Development, and Tom Kelley, COO – Automation Alley)*

C-4 City of Troy Employees’ Retirement System Fifty-First Annual Actuarial Valuation, City of Troy Incentive Plan for Volunteer Firefighters 35th Annual Actuarial Valuation and the City of Troy Retiree Health Care Plan Actuarial Valuation of Other Post Employment Benefits – December 31, 2014 *(Presented by: Tom Darling, Director of Financial Services)*

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 – Brownfield Redevelopment Authority, Downtown Development Authority; b) City Council Appointments – Animal Control Appeal Board, Historic District Study Committee, Parks and Recreation Board, Traffic Committee

a) Mayoral Appointments:

Suggested Resolution
Resolution #2015-09-
Moved by
Seconded by

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

Brownfield Redevelopment Authority

Appointed by Mayor
7 Regular Members
3 Year Term

Term Expires: 4/30/2018

Charles Salgat

Term currently held by: Theodore Dziurman

Downtown Development Authority

Appointed by Mayor
13 Regular Members
4 Year Term

Term Expires 9/30/2019:

Timothy Blair

Term currently held by: Timothy Blair

Term Expires 9/30/2019:

David Hay

Term currently held by: David Hay

Yes:

No:

b) City Council Appointments:

Suggested Resolution

Resolution #2015-09-

Moved by

Seconded by

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

Animal Control Appeal Board

Appointed by Council
5 Regular Members
3 Year Term

Term Expires: 9/30/2018:

Al Petruilis

Term currently held by: Al Petruilis

Term Expires: 9/30/2018:

Patrick Floch

Term currently held by: Gretchen Waters

Historic District Study Committee

Appointed by Council
3 Members
Ad Hoc

Nominations to the Historic District Study Committee:

Term Expires: Ad-Hoc Barbara Chambers

Term Expires: Ad-Hoc Laurie Huber

Term Expires: Ad-Hoc Charles Salgat

Parks and Recreation Board

Appointed by Council
7 Regular Members and 1 Troy School Board Member:
Regular Member: 3 Year Term / Troy School Board Member: 1 Year Term

Term Expires: 9/30/2018 Laurie Huber
Term currently held by: Laurie Huber

Term Expires: 9/30/2018 Orestis Rusty Kaltsounis
Term currently held by: Orestis Rusty Kaltsounis

Traffic Committee

Appointed by Council
7 Regular Members
3 Year Term

Unexpired Term Expiring: 1/31/2016 Robert Huber
Term currently held by: Vacancy (O. Apahidean resigned 2/13/15)

Yes:
No:

I-2 Board and Committee Nominations: a) Mayoral Nominations – Brownfield Redevelopment Authority; b) City Council Nominations – Animal Control Appeal Board, Charter Revision Committee, Personnel Board

a) Mayoral Nominations:

Suggested Resolution
Resolution #2015-09-
Moved by
Seconded by

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

Brownfield Redevelopment Authority

Appointed by Mayor
7 Regular Members
3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 2	Notes 3
Dziurman	Theodore	5/7/2017	4/30/2015	BCBA exp 1/1/2020	NO Reappointment
Kerwin	Mary	1/16/2017	4/30/2017		
Kornacki	Rosemary	12/12/2015	4/30/2017		
Swartz	Robert D.	12/16/2017	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:

Unexpired Term Expiring: 4/30/2016

Term currently held by: Vacancy–Bruce Wilberding resigned 4/11/2014

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Brennan	Michael T.	9/17/2015	

Yes:

No:

b) City Council Nominations:

Suggested Resolution

Resolution #2015-09-

Moved by

Seconded by

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

Animal Control Appeal Board

Appointed by Council
5 Regular Members
3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 2	Notes 3
Carolan	Patrick	6/17/2015	9/30/2016		
Knight	P. Terry	1/15/2016	9/30/2017	(Deceased)	
Petrulis	Al	6/16/2017	9/30/2015	ACAB exp 9/30/2015; Traffic Comm exp 1/31/2017	Requests Reappointment
Saeger	Jayne	10/15/2016	9/30/2017		
Waters	Gretchen	10/3/2013	9/30/2015		

Nominations to the Animal Control Appeal Board:

Unexpired Term Expiring: 9/30/2017

Term currently held by: P. Terry Knight (Deceased)

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Floch	Patrick	11/18/2016	

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.

Personnel Board

Appointed by Council
5 Regular Members
3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 2
Abraham	Edna	8/15/2013	4/30/2018	
Baughman	Deborah	2/22/2013	4/30/2017	
Knight	P. Terry	1/15/2016	4/30/2018	(Deceased)
New	Lorraine	5/1/2017	4/30/2018	
Rosenberg	Michael	4/19/2015	4/30/2017	

Nominations to the Personnel Board:

Unexpired Term Expiring: 4/30/2018

Term currently held by: P. Terry Knight (Deceased)

Interested Applicants:

No applications on file.

Yes:

No:

I-3 No Closed Session Requested

I-4 Assignment of the Detroit Water and Sewerage Department Water Contract and Amendments to Chapter 20 (Water Turn Off/On After Hour Fee) of the City Code (Introduced by: Tim Richnak, DPW Director)

RESOLUTION A – APPROVING PROPOSED WATER CONNETION FEES

Suggested Resolution

Resolution #2015-09-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **APPROVES** the following revisions to the Water Connection Fees as recommended by City Management, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, and said fee revision shall be effective upon approval by City Council:

Service Charges	Current
Water Turn off/on - all inclusive	
Regular working hours	\$50.00
After working hours	Flate Rate \$200.00 parts/materials
Meter Install/reinstall **	\$50.00
Meter Pull **	\$50.00
MIU relocate, fix, rewire	
MIU Replacement	\$50.00 + MIU Cost
Damaged/Frozen Meter	\$50.00 + Meter Cost
Meter Testing - Hign Consumption	\$50.00
Meter Re-seal	\$50.00

** Includes sprinkler meters and residential winterizations

Yes:

No:

RESOLUTION B - ASSIGNMENT AGREEMENT WITH THE CITY OF DETROIT AND THE GREAT LAKES WATER AUTHORITY

Suggested Resolution

Resolution #2015-09-

Moved by

Seconded by

WHEREAS, On September 9, 2014, a Memorandum of Understanding Regarding the Formation of the Great Lakes Water Authority was adopted by the City of Detroit, the State of Michigan and the counties of Wayne, Oakland and Macomb; and,

WHEREAS, The Memorandum of Understanding required, among other things, that the City of Detroit and the counties of Wayne, Oakland and Macomb adopt Articles of Incorporation no later than October 10, 2014, and that the City of Detroit and the Great Lakes Water Authority execute a lease agreement regarding the operation and management of the Detroit water supply and sewage disposal systems; and,

WHEREAS, On October 10, 2014, the City of Detroit and the counties of Wayne, Oakland and Macomb adopted the Articles of Incorporation of Great Lakes Water Authority; and,

WHEREAS, On June 12, 2015, the City of Detroit and the Great Lakes Water Authority executed two 40-year lease agreements regarding (1) the operation and management of the Detroit water supply system ("Water Lease") and (2) the operation and management of the Detroit sewage disposal system; and,

WHEREAS, Pursuant to Sections 4.1(a)(i), 4.1(d) and 4.4 of the Water Lease, the City of Detroit assigned and the Great Lakes Water Authority assumed all of Detroit's rights, duties, liabilities, responsibilities and obligations under the wholesale customer water contracts without any impairment to said contracts; and,

WHEREAS, Article III of the Water Lease provides that the effective date of the Water Lease is dependent upon the satisfaction of certain conditions precedent, including obtaining the consent of the wholesale water customers to the assignment of their 30-year water service contracts to the Great Lakes Water Authority pursuant to Section 3.2(j) of the Water Lease; and,

WHEREAS, Pursuant to the Water Lease, and as provided in Article 13 of the Water Service Contract, the City of Detroit has presented an Agreement to Assign Wholesale Customer Water Service Contract between the City of Detroit Water and Sewerage Department, the Great Lakes Water Authority and this community for the assignment of the Water Service Contract with the City of Detroit Water and Sewerage Department to the Great Lakes Water Authority with a request for approval; and,

WHEREAS, The Troy City Council finds it is in the best interests of this community to consent to the assignment of the Water Service Contract to the Great Lakes Water Authority;

NOW THEREFORE BE IT RESOLVED, That the attached Agreement to Assign Wholesale Customer Water Service Contract between the City of Detroit Water and Sewerage Department, the Great Lakes Water Authority, and the City of Troy is **APPROVED**.

BE IT FURTHER RESOLVED, That a the City Clerk is **DIRECTED** to send a certified copy of this Resolution and the executed Agreement to Assign Wholesale Customer Water Service Contract to the City of Detroit Water and Sewerage Department.

Yes:

No:

I-5 Approval of Contract with MDOT for Preliminary Engineering Service for the Reconstruction and Widening of John R, Long Lake to South Boulevard – Project No. 02.203.5 and 02.204.5 (Introduced by: Bill Huotari, Deputy City Engineer)

Suggested Resolution

Resolution #2015-09-

Moved by

Seconded by

RESOLVED, That the Preliminary Engineering Agreement, Contract No. 15-5468, between the City of Troy and the Michigan Department of Transportation for Preliminary Engineering services for John R, Long Lake to South Boulevard, Project No. 02.203.5 and 02.204.5, is hereby **APPROVED** in the amount of \$900,000, with a federal share of \$736,650 and a City share of \$163,350 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.

BE IT FURTHER RESOLVED, That the 3rd Party Agreement, Subcontract No. 15-5468/S1, between the City of Troy and OHM Advisors for preliminary engineering services for John R, Long Lake to South Boulevard, Project No. 02.203.5 and 02.204.5, is hereby **APPROVED** for a not to exceed fee of \$702,501.13, with a federal share estimated at \$574,997 and a City share estimated at \$127,504 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.

Yes:
No:

I-6 Approval of Suburban Mobility Authority for Regional Transportation and City of Troy Pass Through Agreement for Troy Multi-Modal Transit Center (Introduced by: Lori Grigg Bluhm, City Attorney)

Suggested Resolution
Resolution #2015-09-
Moved by
Seconded by

RESOLVED, That the Suburban Mobility Authority for Regional Transportation and City of Troy Pass Through Agreement for Troy Multi-Modal Transit Center is hereby **APPROVED**, the Mayor and City Clerk are **AUTHORIZED** to execute the document, and a copy shall be **ATTACHED** to the original Minutes of this meeting.

J. CONSENT AGENDA:

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

Suggested Resolution
Resolution #2015-09-
Moved by
Seconded by

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

Yes:
No:

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

J-2 Approval of City Council MinutesSuggested Resolution

Resolution #2015-09-

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

- a) Special Joint City Council and Planning Commission Minutes-Draft–September 14, 2015
- b) City Council Minutes-Draft – September 14, 2015

J-3 Proposed City of Troy Proclamations: None Submitted

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Avondale Youth Assistance**

Suggested Resolution

Resolution #2015-09-

RESOLVED, That Troy City Council hereby **APPROVES** the expenditure of funds budgeted in the 2015/2016 fiscal year to the Avondale Youth Assistance to provide diversion programs and community services to the residents of the City of Troy at a cost of \$2,500.00 which shall be paid in one installment.

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

- b) **Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Troy Youth Assistance**

Suggested Resolution

Resolution #2015-09-

RESOLVED, That Troy City Council hereby **APPROVES** the expenditure of funds budgeted in the 2015/2016 fiscal year to the Troy Youth Assistance to provide diversion programs and community services to the residents of the City of Troy at a cost of \$10,000.00 which shall be paid in quarterly installments.

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

c) **Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Troy Community Coalition**

Suggested Resolution

Resolution #2015-09-

RESOLVED, That Troy City Council hereby **APPROVES** the expenditure of funds budgeted in the 2015/2016 fiscal year to the Troy Community Coalition to provide community services to prevent drug and alcohol abuse in the amount of \$25,000.00.

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

d) **Standard Purchasing Resolution 4: Cooperative Contract Award – Fleet Vehicles/Equipment**

Suggested Resolution

Resolution #2015-09-

RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase one (1) 2015 John Deere 190G wheeled excavator from *JDE Equipment/AIS Construction Equipment, of Grand Rapids, MI*, through the State of Michigan MiDEAL Program for an estimated total cost of \$233,216.00 less trade-in allowance of \$7,000.00 or better for the 1997 Badger wheeled excavator for an estimated net total cost of \$226,216.00.

e) **Standard Purchasing Resolution 4: Cooperative Contract Awards – Upgrade and Expansion of Disk Based Backup System**

Suggested Resolution

Resolution #2015-09-

WHEREAS, The Information Technology Department utilizes a disk based backup system that is currently at capacity;

THEREFORE BE IT RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase one (1) ExaGrid EX32000SEC encrypted disk backup system from *CDW-G, of Chicago, IL*, through the NIPA Cooperative Contract #130733 for an estimated total cost of \$38,000.00 less trade-in allowance of \$4,000.00 for the trade-in of existing devices and 3 years of maintenance for \$15,000.00 for an estimated total cost of \$49,000.00; with ongoing annual maintenance at \$5,000.00 per year after the initial 3 years.

J-5 Request for Acceptance of Five Permanent Easements from Sterling Construction, Inc. – Sidwell #88-20-10-477-050 and 051

Suggested Resolution

Resolution #2015-09-

RESOLVED, That Troy City Council hereby **ACCEPTS** five permanent easements for sanitary sewers, public utilities, storm sewers and surface drainage, and sidewalks from Sterling Construction, Inc., owner of the property having Sidwell #88-20-10-477-050 & 051.

BE IT FURTHER RESOLVED, That the City Clerk is hereby **DIRECTED** to record the permanent easements with Oakland County Register of Deeds, copies of which shall be **ATTACHED** to the original Minutes of this meeting.

J-6 Request for Acceptance of a Permanent Easement from Daniel V. and Joanna F. Pap – Sidwell #88-20-21-101-010

Suggested Resolution
Resolution #2015-09-

RESOLVED, That Troy City Council hereby **ACCEPTS** a permanent easement for sanitary sewer from Daniel V. Pap and Joanna F. Pap, owners of the property having Sidwell #88-20-21-101-010.

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

J-7 Request for Acceptance of a Permanent Easement and Two Warranty Deeds from BB Investments, LLC - Sidwell #88-20-20-103-001 to 012

Suggested Resolution
Resolution #2015-09-

RESOLVED, That Troy City Council hereby **ACCEPTS** five permanent easements for water mains, non-access greenbelt and landscaping, public utilities, storm sewer and surface drainage, and signage as well as two warranty deeds for right-of-way and a storm water detention area from BB Investments, LLC owner of the property having Sidwell #88-20-20-103-001 to 012.

BE IT FURTHER RESOLVED, That the City Clerk is hereby **DIRECTED** to record the permanent easements and warranty deeds with Oakland County Register of Deeds, copies of which shall be **ATTACHED** to the original Minutes of this meeting.

J-8 Request to Vacate a Portion of an Existing Sanitary Sewer Easement and Accept a Sanitary Sewer Easement from Hannawa Holdings, Benton Harbor, LLC – Sidwell #88-20-24-476-005

Suggested Resolution
Resolution #2015-09-

RESOLVED, That Troy City Council hereby **VACATES** a portion of sanitary sewer previously recorded in L6866, Page 205 by Quit Claim Deed.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Mayor and City Clerk to execute a Quit Claim Deed conveying interest of that portion of sanitary sewer previously recorded to the property owners, Hannawa Holdings, Benton Harbor, LLC.

BE IF FURTHER RESOLVED, That Troy City Council hereby **ACCEPTS** a permanent easement for sanitary sewers from Hannawa Holdings, Benton Harbor, LLC, owner of the property having Sidwell #88-20-24-476-005.

BE IT FINALLY RESOLVED, That the City Clerk is hereby **DIRECTED** to record the Quit Claim Deed and permanent easement with Oakland County Register of Deeds, copies of which shall be **ATTACHED** to the original Minutes of this meeting.

J-9 Traffic Committee Recommendations and Minutes – September 16, 2015

Suggested Resolution
Resolution #2015-09-

7. Request for Traffic Control – Braemar at Aberdeen

RESOLVED, That Troy City Council hereby **AUTHORIZES** the intersection of Braemar at Aberdeen be modified from NO traffic control to ONE-WAY STOP control with a sign on the northbound Aberdeen Drive approach to Braemar.

J-10 Private Agreement – Contract for Installation of Municipal Improvements – Golden Gate Plaza Sanitary Sewer Relocation – Project No. 15.405.3

Suggested Resolution
Resolution #2015-09-

RESOLVED, That the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and *Tower Construction*, is hereby **APPROVED** for the installation of sanitary sewer 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-11 Budget Appropriation – Local and Major Road Concrete Slab Replacement

Suggested Resolution
Resolution #2015-09-

BE IT RESOLVED, That Troy City Council hereby **AUTHORIZES** City Management to appropriate two transfers that include supplementary and carryover funds of \$1.5 million and \$1.2 million from the General Fund to the Capital Projects Fund and the related appropriation from the Capital Fund, which will allow the city to take advantage of 2015 pricing and continue focusing on neighborhood concrete segment replacement and to successfully complete Troy Roads Rock 2, respectfully.

J-12 Suggested Resolution to Schedule a Joint Study Session on Monday, October 12, 2015, Between the Troy City Council and Troy Planning Commission at 6:00 PM for the Purpose of Discussing Common Issues Related to the Master Plan Planning and Development

Suggested Resolution
Resolution #2015-09-

RESOLVED, That a Joint Study Meeting is **SCHEDULED** for Troy City Council and Troy Planning Commission for the purpose of discussing common issues related to the Master Plan planning and development on Monday, October 12, 2015, at 6:00 PM in the Council Boardroom at 500 W. Big Beaver Road, Troy, MI 48084.

J-13 Sale of Equipment – Surplus Police Vehicles

Suggested Resolution
Resolution #2015-09-

WHEREAS, Mott Community College has expressed an interest in purchasing two (2) out of service 2011 Ford Crown Victorias with 90,000 miles for use on their driving course to provide Emergency Vehicle Operations (EVO) training for Mott Police Academy cadets and in-service police officers; and,

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

WHEREAS, To validate the fair market value of these surplus vehicles, prior auctions were reviewed and it was determined the fair market value to be estimated at \$9,500.00 after auction fees;

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council hereby **WAIVES** formal auction procedures and **AUTHORIZES** the City of Troy to sell two (2) 2011 Ford Crown Victoria police vehicles for the fair market value of \$9,500.00 to Mott Community College for the purpose of providing Emergency Vehicle Operations for Mott Police Academy.

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

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):

a) 2016 City Council Meeting Schedule

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-Final – May 19, 2015
- b) Planning Commission-Draft – August 25, 2015
- c) Planning Commission-Final – August 25, 2015
- d) Zoning Board of Appeals-Draft – September 15, 2015

P-2 Department Reports:

- a) Letter of Resignation from William R. Need – Ex-Officio Member of the Employee Retirement System
- b) Information from the City of Detroit Water and Sewerage Department to Assist in Great Lakes Water Authority Contract Assignment Deliberations
- c) City of Troy Employees Retirement System Fifty-First Annual Actuarial Valuation – December 31, 2014
- d) City of Troy Incentive Plan for Volunteer Firefighters 35th Annual Actuarial Valuation – December 31, 2014

P-3 Letters of Appreciation:

- a) To Brian Kischnick, City Manager, from Marie Couch Regarding Connecting to the Clinton River Trail from City Hall
- b) To Brian Kischnick, City Manager, from Mark Calice Regarding Professionalism of Troy Police Officers Joe Morgan and Russ Barrows
- c) Letter from Trisha Shapiro with Positive Feedback Regarding Brian Kischnick, City Manager, and Kurt Bovensiep, Public Works Manager, Taking Time to Talk About Troy Trails with Residents

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

P-5 Notice of Hearing for the Electric Customers of DTE Electric Company Case No. U-17804

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

R. CLOSED SESSION:

R-1 No Closed Session Requested

S. ADJOURNMENT:

Respectfully submitted,



Brian Kischnick, City Manager

FUTURE CITY COUNCIL PUBLIC HEARINGS:

PROPOSED SPECIAL CITY COUNCIL MEETINGS AND STUDY SESSIONS:

October 12, 2015 Joint City Council and Planning Commission Study Session

SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

2015 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

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



CITY COUNCIL REPORT

September 16, 2015

TO: Brian Kischnick, City Manager

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

SUBJECT: Economic Development Activity Update

CBRE, a leading international commercial real estate services company, has provided information related to Troy's office and industrial markets. Troy's office vacancy rate (excluding Kmart Headquarters) in the 2Q of 2015 was 19.5%. This compares to a 2Q 2014 office vacancy rate of 22.5%. The five-year office vacancy average is 24.5%. Gross office rents are at \$18.62 per square foot, up from the five-year average rent of \$18.29 per square foot.

Troy's industrial vacancy rate in the 2Q of 2015 was 3.9%. This compares to a 2Q 2014 industrial vacancy rate of 5.3%. The five-year industrial vacancy average is 9.5%. Industrial rents per square foot are at \$6.50 per square foot, up from the five-year average rent of \$5.25 per square foot.

Although the methodology for calculating office and industrial vacancy rates and rents may vary between sources, the trend of declining office and industrial vacancies continues.

Recent projects include the following:

AGM Automotive – AGM is a global supplier of automotive interior trim, lighting and electronic components. The \$2.5 million renovation at AGM's 40,000 square foot Troy headquarters, located at **1708 Northwood**, will enable the company to increase its Troy workforce from 40 employees to 165.

Apag Elektronik AG – Apag Elektronik is a Swiss-based electronics design and manufacturing firm. The company has opened its first North American office in Troy at the International Business Center of Automation Alley at **2675 Bellingham**. The local office employs 3 people with growth expected.

Art of Custom Framing – This custom framing, printing and sports memorabilia retailer is moving into 14,000 square feet of space in the former Compunetix site at **3863 Rochester**. The location is expected to have 10 employees.

Centene – Based in St. Louis, Centene is a national leader in the healthcare services field. Centene has opened a 24,000 square foot office for its Michigan operations at **800 Tower Drive**. The company employs over 1,000 people nationwide.



CITY COUNCIL REPORT

Credibly – Formerly Retail Capital, this company provides small business loans and working capital to small and medium sized businesses. The company has relocated to a 14,000 square foot facility located at **1250 Kirts Boulevard**. The company has grown from 47 to 70 employees.

Cuban Chamber of Commerce - The Cuban Chamber of Commerce is a business association geared to promoting commerce to Cuba for U.S. businesses as well as their supplier base. The Chamber's U.S. headquarters is now based at **900 Wilshire**.

Detroit IT – Detroit IT has been providing Windows, Mac, tablet and smartphone support to the Southeastern Michigan community since 1997. As a part of Core 3 Solutions' family of brands, the company has relocated to an 11,730 square foot facility at **1742 Crooks**. The company employs 18 people.

Dongah America – South Korea based Dongah America is a manufacturer of vibration management products for leading global automotive and defense customers. The company has purchased **1807 E. Maple** for its 26,000 square foot technical center. The company will employ 25 people at the location.

DSM Engineering Plastics – DSM, headquartered in the Netherlands, is a global supplier of high performance engineering thermoplastic solutions. The company will be moving its administrative, research and development operations from Birmingham, MI into the 31,000 square foot former Bally's space at **203 W. Big Beaver**. The facility will house 75 employees.

LJPR Financial Advisors – LJPR is a fiduciary wealth manager that has moved into its new headquarters at **5480 Corporate Drive**. The space was formerly occupied by the University of Phoenix. The company employs 18 people.

London Square – London Square is a call center service provider. The company is locating its operations at **500 Stephenson Highway**. The office will employ 40 people.

Medright, Inc. – Medright is a licensed health care vocational school. The school will be moving its operations from Madison Heights to a 2,400 square foot facility located at **850 Stephenson Highway** in Troy.

New Image Building Services – New Image is a global provider of commercial and residential facility cleaning services. The company has moved its headquarters from Macomb County to a 9,700 square foot building located at **1405 Combermere** in Troy. The company employs approximately 150 people locally.

New World Systems – This public sector software company has purchased the 185,000 square foot office building located at **840 West Long Lake**. The company plans to occupy 75,000 square feet of office space for its new corporate headquarters. Approximately 360 employees are expected to be



CITY COUNCIL REPORT

relocated from the current 56,000 square foot Big Beaver office. The move is expected in the 4th quarter of 2015.

Promac – Promac is an Italian-based automotive supplier that produces parts for many industries including aviation, aerospace, energy, precision prototypes and complex machining. The company's first North American operations will be in Troy at **1395 Wheaton**. The 2,400 square foot facility will initially employ 2 people with growth expected.

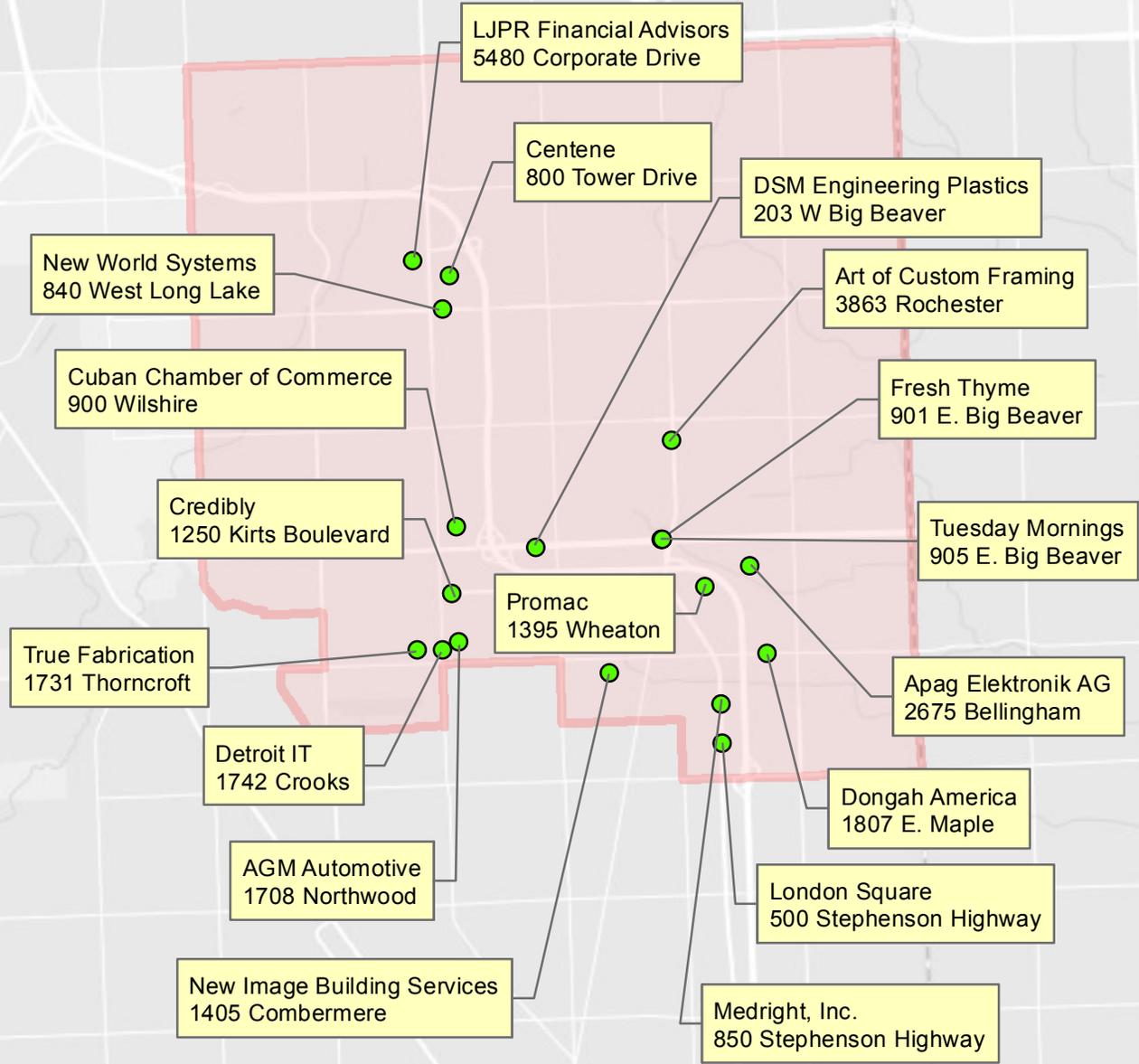
Troy Commons – Two new retailers have opened at this shopping center. Fresh Thyme is a growing fresh food market concept that has opened up a Troy location at **901 E. Big Beaver** in the former Sym's space. The 30,000 square foot market employs 90 people. Retailer Tuesday Mornings occupies the remaining 14,000 square feet of the former Sym's space at **905 E. Big Beaver**.

True Fabrication – True Fabrication is a metal fabrication and machine company. The company will be moving its operations to the recently purchased 38,358 square foot building at **1731 Thorncroft**. True Fabrication employs about 25 people.

The City of Troy continues to be a preferred location for businesses of all sizes. NerdWallet, a consumer advocacy website, has rated Troy the 4th best small city in the U.S. to start a business. NerdWallet analyzed 463 places in the U.S., each with at least 500 businesses and a population of 50,000 to 100,000. NerdWallet based its rankings on business climate and local economic health. Troy was cited for its excellent diversification of businesses, presence of Automation Alley as a business accelerator and affordability of housing.

The City of Troy is pleased to be a co-sponsor of the Detroit Chinese Business Association's USA-China Business Forum, which was scheduled to be held on September 21, 2015 at the Troy Marriott. This popular event is geared toward local businesses that are seeking joint ventures, FDI investments, and/or expansion of business exports to the Chinese and Asian markets.

Economic Development Activity Update - Second Quarter 2015



Office Vacancy Rate 19.5% - Average Rental Rates \$18.62 SQFT
Industrial Vacancy Rate 3.9% - Average Rental Rates \$6.50 SQFT



CITY COUNCIL AGENDA ITEM

Date: September 28, 2015

To: Brian Kischnick, City Manager

From: Tom Darling, Financial Services Director
Tim Richnak, Public Works Director
Paul Trosper, Superintendent of Water and Sewer

Subject: Assignment of Detroit Water and Sewerage Department Water Contract and amendment to Chapter 20 (Water turn off/on after hour fee) of the City Code (Introduced by: Tim Richnak)

History

The City of Troy entered into a contract with the Detroit Water and Sewerage Department (DWSD) to purchase water at wholesale rates in May of 2008. This is a 30 year contract that provides for automatic 10 year extensions.

In September of 2014 a Memorandum of Understanding (MOU) was executed by the City of Detroit, Macomb County, Oakland County, Wayne County and The State of Michigan regarding the formation of the Great Lakes Water Authority (GLWA)

The City Council conducted a study session on August 10, 2015 regarding the Great Lakes Water Authority and specifically the assignment of the water contract from the DWSD to the GLWA. Bob Daddow, chairman of the GLWA Board of Directors, and Sue McCormick the GLWA Interim CEO provided a presentation reviewing the agreements, impact and transition from DWSD to GLWA.

The presentation was highlighted by issues of governance, transparency, lease payments, the water residential affordability program, budget discipline requirements and revenue requirements being limited to an annual 4% increase. In addition, it was conveyed that as part of the MOU, municipal wholesale customer contracts would need to be assigned from DWSD to the GLWA. This requirement is to assure bond holders of DWSD debt that is being assigned to GLWA that a steady revenue stream is in place to pay the debt service.

With any transition and conveyance of contracts additional due diligence is required to review city ordinances. In this review it was noted that revisions will be required to Chapter 18 – City Water Utility, Chapter 19 – Sanitary Sewer Service, and Chapter 20 – Water and Sewer Rates of the City Code. These recommended revisions will be submitted for approval once the official transition from DWSD to GLWA has transpired.

However, during our review of the ordinance, we became aware of an opportunity to standardize the water turn on/off fee for after hour service to our customers. The change is from a variable rate and



CITY COUNCIL AGENDA ITEM

time basis to a flat fee of \$200. The \$200 is management's estimate of costs incurred during the normal course of performing this service.

We believe that this change will provide the customer with a more transparent understanding of the amount that will be charged while providing a more equitable basis of cost recovery amongst all customers.

City Attorney's Review as to Form and Legality

Lori Grigg Bluhm, City Attorney

Date

Attachments:

1. Agreement to Assign Wholesale Customer Water Service Contract
2. Proposed Ordinance Revisions
 - a. Chapter 20 – 2015 Water Connection Fees

Agreement to Assign Wholesale Customer Water Service Contract

This Agreement to Assign Wholesale Customer Water Service Contract (“Agreement”) is entered into by and between the City of Detroit Water and Sewerage Department, a Michigan municipal corporation (“Detroit”), and the Great Lakes Water Authority, a Michigan municipal authority and public body corporate created pursuant to Act 233 of 1955 (“GLWA”), and _____, a Michigan municipal corporation (“Customer”) (collectively, the “Parties”), and states as follows:

Recitals

A. Detroit and Customer entered into a water service contract dated _____, as subsequently amended (“Contract”), which is fully incorporated by reference; and

B. On June 12, 2015, Detroit and the GLWA entered into a lease agreement whereby the GLWA was conveyed, amongst other items, a leasehold interest in all Detroit water facilities (“Water Lease Agreement”); and

C. Pursuant to Sections 4.1(a)(i), 4.1(d) and 4.4 of the Water Lease Agreement, Detroit has assigned and the GLWA has assumed all of Detroit’s rights, duties, liabilities, responsibilities and obligations (collectively, “Rights and Obligations”) under the Contract without any impairment to the Contract; and

D. Article III of the Water Lease Agreement provides that the effective date of the Water Lease Agreement is dependent upon the satisfaction of certain conditions precedent, including obtaining the consent of Customer to the assignment of its Contract to the GLWA as provided in Section 3.2(j); and

E. The Parties intend to achieve a novation of the Contract by the substitution of the GLWA for Detroit with respect to all rights and Obligations under the Contract; and

Accordingly, in consideration for Detroit’s agreement to assign its Rights and Obligations under the Contract, and the GLWA’s agreement to assume those Rights and Obligations, and the Customer’s agreement to accept this substitution, the Parties agree as follows:

1. The GLWA shall be assigned Detroit’s Rights and Obligations under the Contract as of the date upon which the conditions precedent to the Water Lease Agreement have been met, which date shall be the effective date of the novation and of this Agreement (“Effective Date”). All terms and conditions of this Agreement shall take effect only upon the Effective Date. In the event that the conditions precedent necessary to effectuate the Water Lease Agreement are not met, then this Agreement shall become null and void and shall have no legal effect.

2. The Rights and Obligations of Detroit under the Contract shall be extinguished and Detroit waives any claims and rights against the Customer that it now has or may have in the future in connection with the Contract and shall not be permitted to bring any such claims against Customer. Any claim brought in violation of this Agreement shall be controlled by the terms of the Water Lease Agreement.

3. The GLWA shall be bound by and perform the Contract in accordance with the terms and conditions of the Contract. The GLWA assumes all Rights and Obligations of, and all claims against, Detroit under the Contract as if the GLWA were the original party to the Contract. The GLWA ratifies all previous actions taken by Detroit with respect to the Contract, with the same force and effect as if the action had been taken by the GLWA.

4. The Customer recognizes the GLWA as Detroit's successor in interest in and to the Contract and that the GLWA is entitled to all rights, titles and interests of Detroit in and to the Contract as if the GLWA were the original party to the Contract.

5. All terms, conditions, and covenants of the Contract shall remain in full force and effect, and the GLWA shall fulfill all such terms, conditions and covenants.

6. This Agreement and all actions arising under it shall be governed by the law of the State of Michigan.

7. This Agreement may be executed and delivered in counterparts, including by facsimile transmission, each of which will be deemed an original.

In Witness Whereof, the Parties, by their duly authorized officers and representatives, indicate their concurrence with the terms and conditions of this Agreement:

City of Detroit, Water and Sewerage Department:

By: _____
Sue F. McCormick
Its: Director

Great Lakes Water Authority:

APPROVED BY GLWA
BOARD OF DIRECTORS ON:

By: _____
Sue F. McCormick
Its: Interim Chief Executive Officer

Date

_____ :

By: _____
Its: Mayor

By: _____
Its: City Clerk

APPROVED BY
CUSTOMER CITY COUNCIL ON:

Date

2015 Water Connection Fees

Service Charges	Current
Water Turn off/on - all inclusive	
Regular working hours	\$50.00
After working hours	Min - 3Hrs OT x 2 Emp Flate Rate \$200.00 +parts/materials
Meter Install/reinstall **	\$50.00
Meter Pull **	\$50.00
MIU relocate, fix, rewire	
MIU Replacement	\$50.00 + MIU Cost
Damaged/Frozen Meter	\$50.00 + Meter Cost
Meter Testing - High Consumption	\$50.00
Meter Re-seal	\$50.00

NOTE: Replaced meters and any property belonging to the City of Troy in need of repair/replacement is not included in the flat rate service charge. Replaced/repared materials will be an additional cost. All interior valves, including the valves on either side of the meter is the customers responsibility and not maintained by the City.

** Includes sprinkler meters and residential winterizations

Water Tap/Connect Fees	Current	Proposed	Increase	
3/4" Service (5/8" MTR) Existing Svc Only	\$284.73	\$293.25	\$8.52	0.0299
1" Service (3/4" MTR)	\$1,793.35	\$2,094.52	\$301.17	0.1679
1-1/2" Service (1" MTR)	\$2,124.73	\$2,444.96	\$320.23	0.1507
2" Service (1-1/2" MTR)	\$2,924.80	\$3,075.89	\$151.09	0.0517
3" Service (2" MTR) *	\$1,601.55	\$1,763.42	\$161.87	0.1011
4" Service (3" MTR) *	\$1,955.40	\$2,600.86	\$645.46	0.3301
6" Service (4" MTR) *	\$2,735.55	\$3,461.06	\$725.51	0.2652
8" Service (6 MTR) *	\$3,449.45	\$5,196.63	\$1,747.18	0.5065

*CONTRACTOR PERFORMS TAP

Water Service or Connection Size	Labor, Equip, Materials (less meter)	MTR Install Charge	Construction Water	Inspection Fee	Sub Total	Meter Size	Meter & MIU Cost	Total	Meter Cost
3/4"	Existing SVC Only	\$50.00	\$35.00	\$35.00	\$120.00	5/8"	\$173.25	\$293.25	\$85.31
1"	\$1,757.62	\$50.00	\$35.00	\$35.00	\$1,877.62	3/4"	\$216.90	\$2,094.52	\$110.68
1-1/2"	\$2,050.47	\$50.00	\$35.00	\$35.00	\$2,170.47	1"	\$274.49	\$2,444.96	\$158.43
2"	\$2,434.75	\$50.00	\$35.00	\$35.00	\$2,554.75	1-1/2"	\$521.14	\$3,075.89	\$344.20
3"	*	\$50.00	\$35.00	\$35.00	\$120.00	2"C	\$1,643.42	\$1,763.42	\$1,441.48
4"	*	\$50.00	\$35.00	\$35.00	\$120.00	3"C	\$2,480.86	\$2,600.86	\$1,929.42
6"	*	\$50.00	\$35.00	\$35.00	\$120.00	4"C	\$3,341.06	\$3,461.06	\$2,609.37
8"	*	\$50.00	\$35.00	\$35.00	\$120.00	6"C	\$5,076.63	\$5,196.63	\$3,958.69

* CONTRACTOR PERFORMS TAP

C = Compound Meter



CITY COUNCIL AGENDA ITEM

September 21, 2015

TO: Brian Kischnick, City Manager

FROM: Tom Darling, Financial Services Director
Mark F. Miller, Director of Economic and Community Development
Steven J. Vandette, City Engineer

SUBJECT: Agenda Item – Approval of Contract with MDOT for Preliminary Engineering Services for the Reconstruction and Widening of John R, Long Lake to South Boulevard – Project No. 02.203.5 and 02.204.5

History

The John R, Long Lake to South Boulevard project was originally funded as a 5-lane widening and reconstruction project in 2002. The Environmental Assessment (EA) was completed and a Finding of No Significant Impact (FONSI) was issued by the FHWA on January 18, 2005. The project moved forward with preliminary engineering based on the approved FONSI and a 5-lane cross section.

Due to the length of time between the original EA and today, a revised EA was required. This provides for a review of changes in laws or regulations, endangered species and the purpose and need for the project. The purpose and need for the project is primarily based on traffic volumes and crash rates.

The findings of the revised EA are that a 3-lane cross section will be adequate for the existing and projected traffic volumes. This is in large part due to the downturn in the economy and growth rates that are slower than projected into the future. During the downturn in the economy, traffic volumes dropped and have yet to return to their previous levels. Projected growth in traffic volumes over the next 25 years is also lower (6.5% over the 25 year period) for Troy based on SEMCOG projections (see attached). Road widening projects completed or soon to be completed on other north-south routes are expected and to a certain degree have already helped to “spread” traffic to other roads. Motorists choose the path of least resistance and would prefer to drive a straight route if there is less congestion on a particular road.

Staff was successful in working with the Oakland County Federal Aid Committee, SEMCOG and MDOT in receiving federal funding approval of \$900,000 for a new design phase. Of this amount, \$736,650 in federal funds (81.85%) will be used with a corresponding City match of \$163,350. The design phase includes costs incurred as part of the EA revision as well as final design work, all by OHM Advisors. OHM Advisors was selected using a QBS selection process back in 2002 and it makes sense to utilize their services moving forward for the redesign so that continuity is retained as well as not having to recreate data previously acquired and used in the original design.

The revised EA is still being evaluated (primarily revised noise analysis of the 3-lane section) and will be presented at a public meeting to solicit input from interested residents. A date for this meeting

has not been set, but is anticipated later this fall or early winter 2015 pending completion of the revised EA.

The right-of-way phase commenced in 2005. All right-of-way required for the project has been acquired. Right-of-way was acquired based on the original 5-lane cross section (i.e. 120' right-of-way) but is still appropriate for a 3-lane section due to the numerous public (sidewalks, water main, sanitary and storm sewer) and private utilities located within the right-of-way as well as the 3-lane cross section plus turn lanes required at intersections. Temporary grading permits will be acquired, as needed, based on final design.

The private utility relocation phase of the project has been ongoing in preparation for the construction phase. The construction phase has been deferred to 2017/18 which will allow for a redesign of the project to a 3-lane cross section. A summary of the redesign effort is attached.

Financial

The format and content of the MDOT contract and 3rd party agreement is consistent with past preliminary engineering contracts and agreements approved by City Council. The agreement as well as OHM Advisor's cost proposal will be reviewed and approved by MDOT before reimbursements begin. The MDOT contract formalizes the agreement between the City and MDOT and provides a path for federal funds to flow to the City via MDOT. A separate 3rd party agreement with OHM Advisors is included that formalizes the agreement between the City and OHM Advisors for the design work.

The MDOT contract and 3rd party agreement, as submitted, is based on estimated costs, as is standard with all MDOT agreements, since these agreements are prepared before actual costs are known. The city's cost is based on the actual cost incurred by the consultant's work within the parameters of the agreement with 81.85% of the cost reimbursable by Federal Transportation Economic Development Category C funds. The federal share is estimated at \$736,650 and the city's share is estimated at \$163,350.

OHM Advisors fee for the scope of services listed is \$702,501.13 or 4.68% of the estimated \$15,000,000 construction cost. The city's share of the design phase, based on OHM Advisors cost proposal, is estimated at \$127,504 with the federal share estimated at \$574,997.

Funds are available in the 2015/16 Major Road fund.

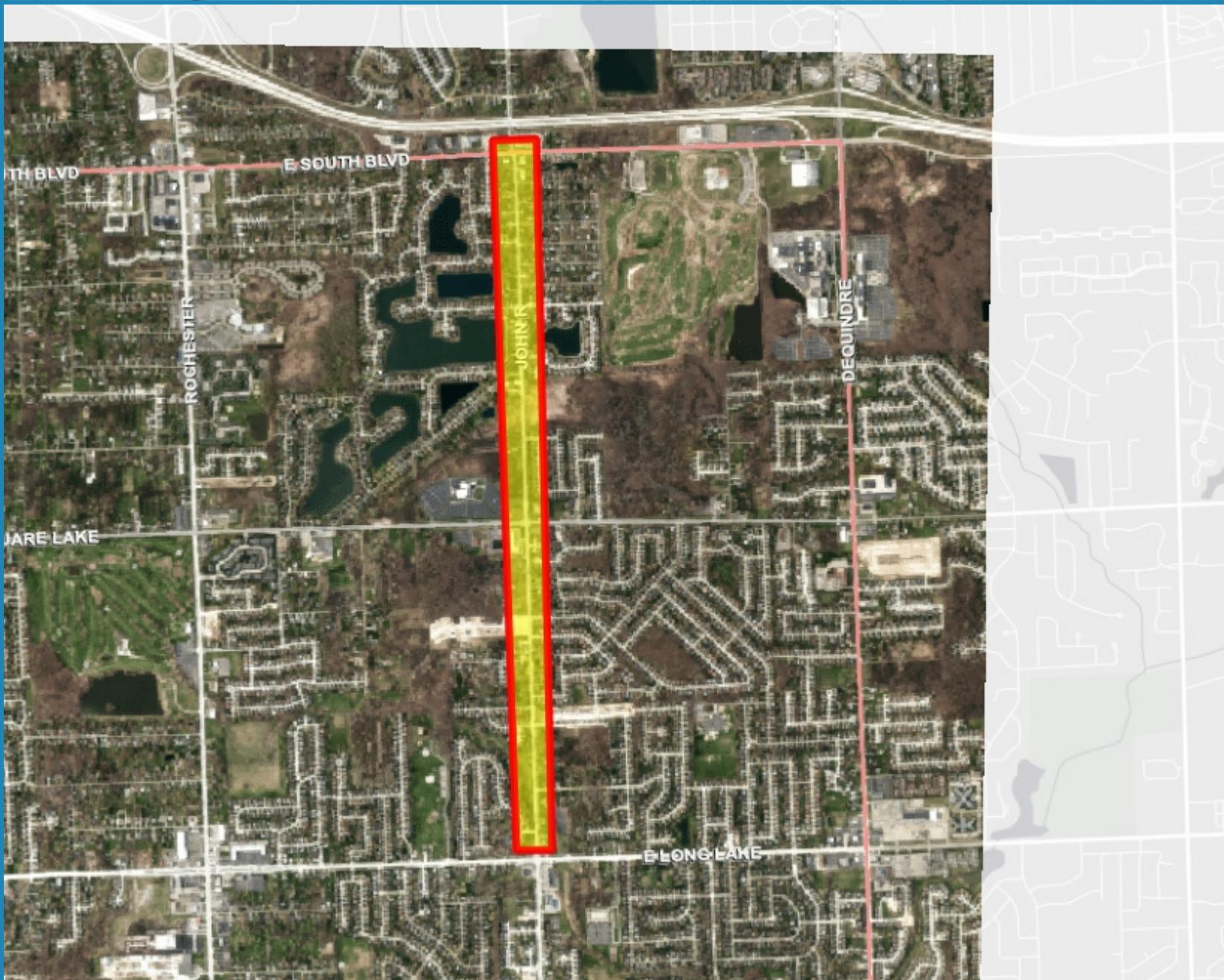
Recommendation

Staff recommends that City Council approve the attached contract with MDOT for preliminary engineering services for the reconstruction and widening of John R, from Long Lake to South Boulevard to a three (3) lane pavement along with associated utilities. Furthermore, staff recommends that the Mayor and City Clerk are authorized to execute the agreement.

Legend:

Aerial

-  Red: Band_1
-  Green: Band_2
-  Blue: Band_3



Notes:

John R, Long Lake to South Blvd.





RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

KIRK T. STEUDLE
DIRECTOR

September 3, 2015

Ms. Aileen Dickson, City Clerk
City of Troy
500 West Big Beaver Road
Troy, Michigan 48084

Dear Ms. Dickson:

RE: MDOT Contract Number: 15-5468
Control Section: EDFC
Job Number: 128571C

Enclosed are the original and one copy of the above described contract between your organization and the Michigan Department of Transportation (MDOT). Please take time to read and understand this contract. If this contract meets with your approval, please complete the following checklist:

_____ **Do not date the contracts.** MDOT will date the contracts when they are executed. A contract is not executed unless it has been signed by both parties.

_____ **Secure the necessary signatures on the enclosed contracts.**

_____ **Include two (2) certified resolutions.** The resolution should specifically name the officials who are authorized to sign the contract and include the contract number.

_____ **Return the original and copy of the contract to:**

Attention: Kathy J. Fulton
MDOT – Development Services Division, 2nd Floor
425 West Ottawa Street, P.O. Box 30050
Lansing, MI 48909

In order to ensure that the work and payment for this project is not delayed, the contracts need to be returned within 35 days from the date of this letter. A copy of the executed contract will be forwarded to you.

If you have any questions, please feel free to contact me at fultonk@michigan.gov or (517) 373-4161.

Sincerely,

Kathy J. Fulton
Contract Monitoring/Reporting Technician
Development Services Division

Enclosure

(ADVANCE CONSTRUCTION CONTRACT)		COM
TED (C)	Control Section	EDCF 63459
FED	Job Number	128571C
PRELIMINARY ENGINEERING	Project	STP 1563(056)
MODIFIED PART II	Federal Item No.	HK 0533
	CFDA No.	20.205 (Highway Research Planning & Construction)
	Contract No.	15-5468

PART I

THIS CONTRACT, consisting of PART I and PART II (Modified Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF TROY, MICHIGAN, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the performance by the REQUESTING PARTY of preliminary engineering, consisting of the preparation of reports and studies, as well as the surveys and design, necessary for the construction of the following improvements in the City of Troy, Michigan, which preliminary engineering is hereinafter referred to as the "PROJECT":

The performance of preliminary engineering activities for roadway reconstruction work along John R. Road from Long Lake Road northerly to South Boulevard; and all together with necessary related work.

WITNESSETH:

WHEREAS, the PROJECT will be performed as an advance construction project; and

WHEREAS, the PROJECT has been approved for financing in part with funds appropriated to the Transportation Economic Development Fund, hereinafter referred to as "TED FUNDS", pursuant to PA 234 of the Public Acts of 1987, MCL 247.660; and

WHEREAS, it was determined that the PROJECT as described by this contract qualifies for funding pursuant to PA 231, Section 11(3)(c); Public Act of 1987 and categorized as:

C FUNDED PROJECT

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s):

EQUITY BONUS FUNDS

WHEREAS, the Federal Equity Bonus Funds will be used as TED FUNDS Category C;
and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

The part of the PROJECT work that shall be performed as an advance construction PROJECT shall meet applicable Federal requirements set forth on 23 CFR Subpart G; 23 U.S.C. 115 and state requirements governing TED FUNDS.

It is understood that authorization to undertake the performance of the work under this contract as an advance construction PROJECT does not constitute any commitment of DEPARTMENT or Federal Funds for this PROJECT.

Expenditures incurred on the portions of this PROJECT as advance construction will not be subject to reimbursement with Federal Funds until the PROJECT is converted to a regular Federal-aid project as provided under 23 CFR 630.705(2); CFR 630.709.

2. The term "PROJECT COST", as herein used, is hereby defined as all the costs necessary for the performance of the PROJECT work, including the costs of design, design surveys, final construction plans and specifications, and any costs incurred by the DEPARTMENT as a result of this contract.

3. The REQUESTING PARTY will perform or cause to be performed all the PROJECT work. A separate work authorization will be issued to the REQUESTING PARTY by the DEPARTMENT for the commencement of the PROJECT work. The method of performing the work will be indicated on the work authorization.

4. The PROJECT COST shall be met 100 percent by the REQUESTING PARTY.

Contingent upon availability of Federal Funds and Federal approval, Federal Equity Bonus Funds being used as TED FUNDS Category C, in the future, may be applied to the cost incurred as advance construction in an amount such that the Federal Funds equal a participation ratio of 81.85 percent. The PROJECT COST and cost participation are estimated to be as follows:

<u>ESTIMATED COST</u>	<u>Federal Equity Bonus Funds Being Used As TED FUNDS</u>	<u>REQUESTING PARTY'S SHARE</u>
\$900,000	\$736,650	\$163,350

Any items of PROJECT COST or advance expenditure not reimbursed by Federal Funds and/or TED FUNDS will be the sole responsibility of the REQUESTING PARTY.

5. The construction of the improvements for which the PROJECT work is being performed and the construction engineering work related thereto will be covered by a separate contract.

6. A working capital deposit is not required for the PROJECT.

7. The contracting parties do hereby agree to be bound by all of the provisions and conditions set forth in PART II hereof which are applicable to the PROJECT.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

8. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the state and/or FHWA.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

9. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rest with the REQUESTING PARTY and other local agencies having respective jurisdiction.

10. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

11. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto; upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract; and with approval by the State Administrative Board.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

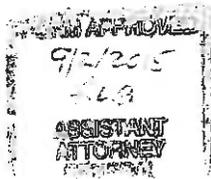
CITY OF TROY

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



LGB
2015

DOT

BUREAU OF HIGHWAYS
NON CONSTRUCTION
03-15-93

PART II
MODIFIED

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. All work shall be performed in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
- C. In conformance with FAPG (23 CFR 630C): Project Agreements, the parties to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. On those projects funded with Federal monies, the DEPARTMENT shall, as may be required, secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- C. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- D. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.
- E. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

- F. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- G. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- H. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 201, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- I. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- J. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- K. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that canceled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the canceled portions of the PROJECT will be promptly refunded.
- L. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the

language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no-opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FAPG Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. General Conditions:

1. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
2. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

SECTION IV

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way acquisition.
- C. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- D. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows;

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any 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. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

ARCHITECTS. ENGINEERS. PLANNERS.



September 15, 2015

Mr. William J Huotari, P.E.
Deputy City Engineer
City of Troy
500 West Big Beaver
Troy, MI 48084

RE: John R Road, Long Lake Road to South Blvd
Roadway Design Services

Dear Mr. Huotari:

Orchard, Hiltz & McCliment, Inc. (OHM Advisors) is pleased to submit this proposal for professional engineering services (PE) to design the reconstruction of John R Road to replace the existing two-lane section with a three-lane section. We understand that these services will be processed through MDOT to take advantage of the available TEDF - Category C funding.

We have focused our Scope of Services to utilize as much information from the previous five-lane section as possible. The majority of the design will focus on the new geometry, grading, MOT changes and material changes that have been agreed upon for the three-lane concept. Our scope and costs outline the effort that is required to prepare the plans to meet current design standards for a MDOT LAP project. OHM Advisors will provide the major design services as outlined in the attached scope Exhibit A. Proposed costs are outlined in the attached cost derivation as Exhibit B.

Please review the proposed scope, hours and cost and contact us with any questions. We look forward to again working for the City on this exciting project. If you have any questions, please contact me at 734-466-4590.

Sincerely,
OHM Advisors



Scott J. Emmons, PE
Senior Project Manager

cc: Rhett Gronevelt, PE, Principal, OHM



Exhibit A - Scope of Services John R Road from Long Lake Road to South Boulevard

A. General

This contract will start the re-design of the John R reconstruction between Long Lake Road and South Boulevard to construct a 3-lane section as opposed to a 5-lane section previously desired. Changes in traffic patterns, construction material costs and public sentiment are some of the reasons which have led to the decision to reconstruct John R Road as a 3-lane section. When the project was put on hold in 2015, OHM had prepared GI-level plans to be submitted for review by the City and Road Commission for Oakland County (RCOC). OHM will utilize as much of the current design to complete the 3-lane design. The general scope of services are outlined below with additional detail provided on the following pages:

- Revise and re-submit the Environmental Assessment (EA) supplement based on a 3-lane roadway.
- Finalize the design plans to reconstruct and widen to three lanes on John R Road from the north end of radius of Long Lake Road to the north end of radius of South Boulevard in the City of Troy, including tapers and turn lanes, as appropriate, for the side streets along John R.
- Re-design the Maintenance of Traffic (MOT) plans to accommodate the 3-lane reconstruction.
- Coordinate project with RCOC's staff and submit through the RCOC permit process.
- Reconfigure the design of the bridge deck rehabilitation of John R over the Nelson Drain for the revised roadway geometry.
- Evaluate the current storm sewer design for the reduction in impervious area between the 5-lane section and the new 3-lane section.
- Re-evaluate and modify the water main and sanitary sewer designs to facilitate the 3-lane design.
- Re-evaluate and modify the street lighting design to facilitate the 3-lane design.
- Re-configure the traffic signal design at Square Lake Road and South Boulevard to accommodate the 3-lane roadway section.
- Revise pavement marking and signing plans to accommodate the revised 3-lane geometry.

B. Design Phase Service

1. Preliminary & Start Up
 - a. Attend pre-design meeting with the City to confirm project work plan, critical dates and scope of work. Prepare summary of action items and distribute minutes after the meeting.
 - b. Walk project corridor to review previous topographic mapping to current conditions
 - c. Provide additional topographic survey to collect changes to the existing conditions.
 2. Revise the current EA supplement to reflect the change to the 3-lane section. This will involve updates to the traffic section, MOT section and the noise analysis section of the EA supplement. We have teamed with our partner, Somat Engineering to provide the updates to the noise analysis. Once the revision are incorporated, we will complete an overall review of the revision of the EA supplement and submit to the City and RCOC for review and comment, then the final document will be sent to MDOT for review and then to FHWA for final approval. OHM will follow up with MDOT and FHWA during their review and incorporate any comments required to reach approval of the EA supplement.
 3. Studies
 - a. Study the traffic at the intersections of all side streets to determine the appropriate intersection treatment (i.e. no taper, taper or turn lane) based on RCOC guidelines.
-



Exhibit A - Scope of Services John R Road from Long Lake Road to South Boulevard

- b. Complete the Traffic Mobility Plan (TMP) checklist as required by MDOT to verify if the project will have a significant impact on traffic during construction. We anticipate that this project will have a significant impact, therefore mitigation items will be required during construction to educate the public about this project and its impacts to the local transportation system.
4. Preliminary Plan Stage (GI Phase)
- a. Design
 - i. Complete and submit Federal Programming Forms.
 - ii. Reconfigure the roadway geometry to facilitate a 3-lane section, **assess** turn lane configurations at the major intersections and add turn lanes as appropriate. We anticipate being able to utilize the horizontal and vertical alignments from the previous design, however the vertical alignment may be revised to improve grading under the 3-lane section design.
 - iii. We anticipate the sidewalk alignment will remain in the same location as the 5-lane design, however, we will review the sidewalk alignment in relation to the 3-lane design to determine if any re-alignment of the sidewalk is beneficial to the project.
 - iv. Review and update the detailed construction plans for the reconstruction of John R Road between Long Lake and South Boulevard to accommodate the 3-lane section.
 - v. Review and update the maintenance of traffic plans and coordinate the project with the City and RCOC. Special attention will be paid to schools, churches and large residential complexes within the project limits. The maintenance of traffic scheme will be revised from the 5-lane design. We anticipate that the MOT will be established to provide one-way traffic during construction. However, we have provided adequate hours for the effort to prepare two-way MOT plans if required by MDOT or the FHWA.
 - vi. Revise and update the permanent striping and signing plans to accommodate the revised geometry and lane use.
 - vii. Review and update the Engineer's Opinion of Probable Construction Cost for review by the City.
 - viii. Coordinate and attend the Grade Inspection meeting with the City and MDOT.
 - ix. Participate in one public meeting with the City. Format to be determined. OHM will provide exhibits for this meeting for the public to review.
 - x. As part of the roadway design, submit a permit application to RCOC for the roadway construction and construction signing outside of the reconstruction limits. Since John R is a RCOC-owned roadway, it is anticipated that several coordination meetings will occur prior to the permit being submitted, therefore the permit application should be simplified.
 - b. Drainage
 - i. Revise the existing catch basin locations and catch basin leads to accommodate the 3-lane section.
 - ii. Evaluate the storm sewer design to determine if re-sizing of the storm sewer to handle the 3-lane section versus the 5-lane section is cost effective for the City. If a re-design and re-sizing of the storm sewer truck line is determined to be the best solution, we have included effort to re-design the storm sewer. Investigate replacing the existing 36" storm sewer outlet at the Nelson Drain. If the outlet is determined for replacement, we will submit the permit application to the Oakland County Water Resources



Exhibit A - Scope of Services John R Road from Long Lake Road to South Boulevard

- Commission (OCWRC) for the work to replace the outfall.
 - iii. Accommodate changes to the storm sewer design specifically related to the changes necessary to accept the as-built design of the storm water detention facilities at the recently reconstructed Bridgewater Estates subdivision.
- c. Water Main
- i. Review and update the current water main plans to accommodate the 3-lane section. We will review the current location of the water main to determine if a location change is warranted to better situate the proposed main in the area between the curb and the right-of-way.
 - ii. Submit plans to the MDEQ for approval of the Act 399 Permit. Permit plans will be submitted within the time frame necessary to receive comments, if any, from the reviewing agency, make any modifications that are requested, resubmit and incorporate the approved permit in the proposal book.
- d. Sanitary Sewer
- i. Review and update the current sanitary sewer plans to accommodate the 3-lane section. We will review the current location of the water main to determine if a location change is warranted to better situate the proposed sanitary sewer in the area between the curb and the right-of-way.
 - ii. Submit plans to the MDEQ for approval of the Part 41 Permit. Permit plans will be submitted within the time frame necessary to receive comments, if any, from the reviewing agencies, make any modifications that are requested, resubmit and incorporate the approved permit in the proposal book.
- e. Bridge Rehabilitation
- i. Revise the current bridge plans accordingly to accommodate the 3-lane design. Major changes are not anticipated for the bridge design. However, the details related to the geometry changes will need to be incorporated into the bridge plans.
 - ii. Incorporate additional comments received from MDOT and RCOC for the bridge improvements. The comments requiring changes to the current design include stream bed armoring for scour protection and repair of the existing crack in the existing abutment identified in the most recent bridge inspection report.
 - iii. Submit the required MDEQ and Oakland County Water Resources Commission (OCWRC) permits for the work that will take place in the limits of the drain. Revise and re-submit based on comments received to secure necessary permit for the work to include in the bidding documents.
- f. Detailed Grading
- i. Provide revised detail grading plans for the project limits. Revisions will be necessary at each driveway, intersection and sidewalk ramp to update the detailed grading plans.
- g. Soil Erosion & Sedimentation Control (SESC)
- i. Revise the current SESC plans for placement of inlet filters, silt fence, drainage outlet features for both temporary erosion control and permanent erosion control and water treatment. A water treatment device is thought to be required and time and effort have been included to size and develop plans and specifications for this work. No permit is
-



Exhibit A - Scope of Services John R Road from Long Lake Road to South Boulevard

required for Soil Erosion from Oakland County however a permit may be required from the City.

h. Traffic Signal Design

- i. Revise the current traffic signal plans to incorporate the geometric changes for the 3-lane section. Minor changes are anticipated at the intersections with Long Lake Road and South Boulevard with more extensive changes at the Square Lake intersection. Pole locations and push button locations will be revised along with any other elements that are impacted by the geometric changes.
- ii. Revise the traffic signal staging plans to accommodate the 3-lane construction and the proposed one-way MOT scheme.

i. Lighting Design

- i. Revise the lighting design to accommodate the 3-lane design. This will involve re-evaluation of the lighting placement and may result in the lights being located on both sides of the roadway, as opposed to the west side only under the 5-lane design. We will review the photometrics and adjust spacing accordingly for the 3-lane geometry.
- ii. We will coordinate with DTE for any power service changes resulting from the re-design.

j. Utility Coordination

- i. Communicate with all parties determined during the 5-lane design for the continued utility coordination on the project. Inform all parties of the change to the road reconstruction for re-evaluation of the proposed relocation and conflict points. We anticipate up to two additional utility meetings for the 3-lane design.

k. Right-of-Way

- i. Evaluate the need for temporary grading permits at all parcels affected by construction with the expectation that the number of areas impacted by construction 3-lane section will be reduced in relation to the 5-lane design. However, potential areas still may include street corners for ADA ramps or driveways. OHM will develop the necessary legal instruments to allow the City to acquire the grading permits. The legal instruments are anticipated to include parcel sketches of the proposed grading permits and legal descriptions of the property and permit boundaries. The exact number of grading permits is unknown. Five (5) are included for this proposal.

l. Wetlands

- i. We will complete the MDEQ/USACE Joint Permit Application Form for the wetland impacts anticipated for the project, including submittal of the revised 3-lane plans. Permit plans will be submitted within the time frame necessary to receive comments, if any, from the reviewing agencies, make any modifications that are requested, resubmit and incorporate the approved permit in the proposal book. We assume that the mitigation measures outlined in the original EA remain valid and that no additional permanent mitigation measures will be required for the project.

m. Final Plans & Bidding

- i. Final submittal will include the following to the City and/or MDOT:



Exhibit A - Scope of Services John R Road from Long Lake Road to South Boulevard

- a. Three sets (11" x 17") of reproducible plans
- b. Electronic plans in pdf and Microstation format
- c. Project Specifications (8 ½" x 11" Special Provisions)
- d. Engineer's Opinion of Probable Construction Cost in MERL/SAPW format
- e. Field notes and copies of quantity calculations, if required
- ii. Answer questions during the bidding process as required by the MDOT.
- iii. Review bids and discuss the low bid contractor and bid results with City.

C. Additional Services (Not Included)

1. Design of public utility relocations, other than the planned water main replacement between Long Lake Road and Square Lake Road the sanitary sewer additions noted above.
2. Acquisition of grading permits or additional right-of way.
3. Development of wetland mitigation plans.
4. Landscape design is not proposed or anticipated.
5. Design of sprinkler system relocations.

D. City Responsibilities

1. Provide additional water, storm and sanitary sewer record plan and GIS information for project area as needed for design.
2. Review and comment on interim project submittals.
3. Coordination with police, fire and schools.
4. Coordinate and lead public information component.
5. Attend all review meetings with MDOT, RCOC and permitting agencies.
6. Attend all utility coordination meetings and furnish necessary authorizations for design by private utilities if required, including proposed street lighting.
7. Provide known problem drainage and pavement maintenance areas from DPS records.
8. Provide existing record plan information, as received, for projects built and/or planned for this corridor.
9. Pay all permit and review fees.
10. Acquisition of right-of-way and easements.

E. Design Criteria and Standards

1. Posted Speed: 45 mph
2. Design Speed: 50 mph
3. Road Classification: All Weather
4. General Design Standards: MDOT 4R Design Standards, RCOC Standards and Michigan Manual of Uniform Traffic Control Devices Standards.
5. Specifications: MDOT: "2012 Standard Specifications for Construction", including the current "MDOT Standard Plans for Roads and Bridges", supplemented by MDOT frequently used and previously approved Special Provisions along with locally authored Special Provisions.
6. Water Main & Sanitary Sewer Standards: City of Troy, Detroit Water and Sewerage Department, Michigan Department of Environmental Quality,
7. Drainage: Follow MDOT drainage standards as applicable unless modified by the City and/or OCWRC.

EXHIBIT B - DERIVATION OF COST PROPOSAL

PROJECT DESCRIPTION:

John R Reconstruction - Conversion to 3-Lane Section

CONSULTANT:

OHM Advisors, Inc.

DATE: 9/15/2015

<u>Classification</u>	<u>Person Hours</u>	x	<u>Hourly Rates</u>	=	<u>Labor Cost</u>
Sr. Associate	66		\$55.09		\$3,635.94
Associate	251		\$48.59		\$12,196.09
Professional Engineer IV	1144		\$48.50		\$55,484.00
Professional Engineer III	704		\$40.26		\$28,343.04
Professional Engineer II	1232		\$34.81		\$42,885.92
Graduate Engineer III	1210		\$33.95		\$41,079.50
Technician IV	1122		\$35.60		\$39,943.20
Technician II	77		\$23.60		\$1,817.20
Professional Surveyor II	9		\$32.92		\$296.28
Surveyor III	44		\$30.50		\$1,342.00
Surveyor II	44		\$23.17		\$1,019.48
Administrative Support	50		\$20.44		\$1,022.00
	Total Hours		5,953		Subtotal Labor
					\$229,064.65
Overhead					
	\$229,064.65	X	174.49%	=	Total Overhead
					\$399,694.91
					Total Labor and Overhead
					\$628,759.56
Facilities and Cost of Capital					
	\$229,064.65	X	0.85%	=	Total FCC
					\$1,947.05
					\$1,947.05
Subconsultants					
Somat - EA Supplement Noise Analysis update					\$2,630.97
					Total Subconsultant Fees
					\$2,630.97
Direct Costs					
None					\$0.00
					\$0.00
Fixed Fee					
	\$628,759.56	X	11.0%	=	Total Fixed Fee
					\$69,163.55
					TOTAL
					\$702,501.13

SUBCONTRACT NO. _____
CONTROL SECTION NO. EDCF 63459
JOB NO. 128571C
FED. PROJECT NO. STP 1563(056)
FED. ITEM NO. HK 0533

PRELIMINARY ENGINEERING CONTRACT

A **TEDF – CATEGORY C** PROJECT

THIS CONTRACT, made and entered into as of this date of _____, by and between **Orchard, Hiltz & McCliment, Inc.**, a Consultant Engineering Corporation, of **34000 Plymouth Road, Livonia**, Michigan, hereinafter referred to as the "CONSULTANT", and the **City of Troy, Michigan**, hereinafter referred to as the "LOCAL AGENCY".

WITNESSETH:

WHEREAS, the LOCAL AGENCY is desirous of proceeding with preparation of plans for a **Roadway Reconstruction** project within its limits; and

WHEREAS, the LOCAL AGENCY desires to engage the professional services and assistance of the CONSULTANT to perform certain preliminary engineering services and other related work, said work to be hereinafter referred to as the "SERVICES", required in connection with the construction of the following **Roadway Reconstruction** improvements under the **TEDF – Category C**, said improvements to be hereinafter referred to as the "PROJECT".

Reconstruction of an existing two-lane pavement with a three-lane asphalt pavement including curb & gutter, sidewalks, driveways, approaches, storm sewer, sanitary sewer, water main, traffic signals, roadway lighting between Long Lake Road and South Boulevard, and

WHEREAS, the LOCAL AGENCY has programmed the PROJECT with the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT" for construction with the use of **TEDF – Category C** Funds administered by the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the "FHWA"; and

WHEREAS, the CONSULTANT is willing to render the SERVICES desired by the LOCAL AGENCY for the considerations hereinafter expressed; and

WHEREAS, the CONSULTANT was selected utilizing a qualifications based selection (QBS) process; and

WHEREAS, the terms and conditions of the prime contract between the DEPARTMENT and the LOCAL AGENCY for the PROJECT shall be incorporated by reference as part of this subcontract to ensure that if any discrepancies occur between the prime contract and subcontract, the prime contract shall prevail; and

WHEREAS, the parties hereto have reached an understanding regarding the performance of the SERVICES on the PROJECT and desire to set forth this understanding in the form of a written contract;

NOW THEREFORE, it is hereby agreed by and between the parties hereto that:

THE CONSULTANT SHALL:

1. Design and prepare studies, preliminary plans, final plans, specifications, quantity sheets, estimates of cost, and do other related work necessary to develop the complete design for the PROJECT. Also perform right-of-way requirements, recommendations, land surveys and computations. Right-of-way

plans are to be shown by the CONSULTANT on the construction plans. Boring and supplemental specialized services, as required, are to be made by others under the CONSULTANT's supervision.

2. Govern all SERVICES by the applicable codes and practices of the LOCAL AGENCY and the DEPARTMENT and the FHWA.

3. Submit for approval by the LOCAL AGENCY and the DEPARTMENT, studies and preliminary plans showing the proposed layouts of the PROJECT.

4. After approval and acceptance of the studies and preliminary plans and preliminary cost estimates by the LOCAL AGENCY and the DEPARTMENT, prepare and submit complete detailed construction plans (final plans), supplemental specifications, estimates of quantities, design calculations if requested, and engineer's final estimates of cost for all necessary construction and other work, such as utility relocations, included in the complete design of the PROJECT.

5. During the preparation of the plans, make such changes and revisions in said plans and supporting material as are considered necessary and desirable by the LOCAL AGENCY and the DEPARTMENT to assure conformance of plans to good design and standard practices, and to have said plans and other material in proper form for receiving bids.

6. During construction, make all corrections and alterations in the detailed plans for the PROJECT as may be deemed necessary by the LOCAL AGENCY and the DEPARTMENT as a result of errors and omissions. The CONSULTANT and the LOCAL AGENCY specifically agree that in the event problems arise that may be the result of errors and/or omissions by the CONSULTANT or due to a failure of the CONSULTANT to otherwise perform in accordance with this contract, that the CONSULTANT will be held responsible with no cost to the LOCAL AGENCY or in accordance with the LOCAL AGENCY'S dispute resolution process if applicable.

7. Check all shop drawing details for items of construction, as may be submitted to the LOCAL AGENCY for approval by the LOCAL AGENCY and the DEPARTMENT in order to insure compliance with plans and specifications.

8. Supply all materials, including incidental blueprints required.

9. During the performance of the SERVICES, be responsible for any loss or damage to the documents, hereinafter enumerated as belonging to the LOCAL AGENCY while they are in its possession. Restoration of lost or damaged documents shall be at the CONSULTANT'S expense.

10. Attend conferences and make such trips to the offices of the LOCAL AGENCY and to the site of the work to confer with representative of the LOCAL AGENCY or the DEPARTMENT or the FHWA as may be necessary in the carrying out of the work under this contract.

11. Follow standard accounting practices and permit representatives of the LOCAL AGENCY and the DEPARTMENT and the FHWA to audit and inspect its PROJECT books and records at any reasonable time. Such records are to be kept available for three (3) years from the date of the final payment for work conducted under this contract.

- a. The CONSULTANT shall establish and maintain accurate records, in accordance with generally accepted accounting principals, of all expenses incurred for which payment is sought or made under this Contract, and said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this Contract.
- b. The CONSULTANT shall maintain the RECORDS for at least three (3) years from the date of final payment of federal aid or state aid made by the DEPARTMENT to the LOCAL AGENCY under this Contract. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the CONSULTANT shall thereafter continue to maintain the RECORDS at least until that dispute has been

finally decided and the time for all available challenges or appeals of that decision has expired.

- c. The DEPARTMENT, or their representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
- d. If any part of the work is subcontracted, the CONSULTANT shall assure compliance with subsections (a), (b), and (c) above for all subcontracted work.

12. Have in its employ a sufficient number of qualified employees available to complete the design of the PROJECT and to submit prints of the preliminary plans for the review of the LOCAL AGENCY and the DEPARTMENT by April 21, 2017, and further submit the tracings of the final plans to the LOCAL AGENCY within six (6) weeks after receipt of the review comments. The date, as specified and determined, will be considered as the latest date for acceptable submission of plans unless an extension of time is granted as provided in Section 31.

13. Permit the LOCAL AGENCY, the DEPARTMENT, the FHWA, and other public agencies interested in the plans and designs for the PROJECT to have full access thereto during the progress of the SERVICES being performed thereon.

14. Upon completion of the design of the PROJECT and final approval thereof by the LOCAL AGENCY and the DEPARTMENT, deliver to the LOCAL AGENCY the following:

- a. One (1) set of final construction plans which meet current DEPARTMENT standards concerning: the use of ink or pencil, scale of drawing, and type of reproducible drawing material used.
- b. One (1) reproducible copy of the special provisions.
- c. One (1) set each of the criteria for Supplemental Specifications indicating the appropriate items for the PROJECT.
- d. One (1) set of estimates of cost of construction.
- e. One (1) set of reproducibles of design calculations, if requested.
- f. Upon request by the LOCAL AGENCY, make available thereto, all notes utilized in the preparation of the plans, supplemental specifications, and cost estimates.

15. Have their professional endorsement upon all plans, specifications, estimates, and engineering data furnished to the LOCAL AGENCY.

16. Show evidence of Workers' Compensation Insurance, said insurance to be as required by law.

17. Commence SERVICE as set forth in this contract only upon receipt of written notice from the LOCAL AGENCY'S PROJECT manager that the CONSULTANT'S SERVICES are desired.

18. Submit billings to the LOCAL AGENCY, as hereinafter set forth in Section 21.

THE LOCAL AGENCY SHALL:

19. Furnish for the use of the CONSULTANT, the DEPARTMENT'S standards for bridge and road design and such other information as may be needed in a particular instance.

20. For and in consideration of the SERVICES rendered by the CONSULTANT as set forth in this contract, pay the CONSULTANT on the basis of actual cost plus a fixed fee (profit) amount which shall not exceed Seven-Hundred Two Thousand Five Hundred and One Dollars and Thirteen Cents (\$702,501.13). The fixed fee (profit) shall be the amount of Sixty-Nine

Thousand One Hundred Sixty-Three Dollars and Fifty-Five Cents (\$69,163.55), which amount is included in the total amount of **Seven-Hundred Two Thousand Five Hundred and One Dollars and Thirteen cents (\$702,501.13)**. as shown in Exhibit "A", attached hereto and made a part hereof.

Actual costs for SERVICES required and preformed will be determined in accordance with the following terms, subject to the cost criteria set forth in the Federal Acquisition Regulations, 48 CFR, Part 31:

- a. Direct Salary Costs: Actual labor costs of personnel performing the SERVICES. This cost will be based on the employees' actual hourly rate of pay and the actual hours of performance on the PROJECT as supported by employee time records.
- b. Direct Costs: Actual costs of materials and services, other than salaries, as may be required hereunder but which are not normally provided as a part of the overhead of the CONSULTANT. All actual costs shall be itemized and certified as paid to specifically named firms or individuals, and shall be supported by proper receipts.
- c. Overhead (Indirect Costs): A pro-rated portion of the actual overhead incurred by the CONSULTANT during performance of the SERVICES. The amount of overhead payment, including payroll overhead, will be calculated as a percentage of all direct labor costs related to staff personnel and members of the firm. Overhead shall include those costs which, because of their incurrence for common or joint objectives, are not readily subject to treatment as a direct cost. The provisional overhead rate, which will be applied to direct labor costs for progress payments, is set forth in Exhibit A.

It is agreed that the use of the provisional rate set forth in Exhibit A sets neither a minimum nor maximum to the actual overhead costs to be paid the CONSULTANT. Any overpayments or underpayments made to the CONSULTANT for SERVICES performed resulting from usage of the provisional overhead rate, will be corrected subject to the contract maximum in the first paragraph of Section 20, in the first billing submitted subsequent to the CONSULTANT'S calculation of an actual overhead rate for the financial year end applicable to the reported direct labor cost. The audit at the completion of this contract, or at such time as this contract is terminated, will verify the propriety of reported overhead.

Facilities Cost of Capital: A pro-rated portion of the actual facilities cost of capital incurred by the CONSULTANT during work is reimbursable only if the estimated facilities cost of capital was specifically identified in the cost proposal for this work (Exhibit A).

- d. Travel and Subsistence: Actual costs in accordance with and not to exceed the amounts set forth in the State of Michigan Standardized Travel Regulations, incorporated herein by reference as if the same were repeated in full herein.
- e. Fixed Fee (Profit): In addition to the payments for direct and overhead costs as hereinbefore provided, the LOCAL AGENCY agrees to pay the CONSULTANT a fixed amount for profit for the SERVICES performed. It is agreed and understood that such amount constitutes full compensation to the CONSULTANT for profit and will not vary because of any differences between the estimated cost and the actual cost for work performed, except that in the event this contract is terminated, payment of a fixed fee (profit) in respect to the PROJECT shall be in an amount which can be established by the CONSULTANT from its accounts and records and subject to the provisions of Section 22.
- f. Subconsultant Costs: Actual costs of subconsultants performing SERVICES under this Contract. Amounts for fixed fees paid by the CONSULTANT to the

subconsultant will not be considered an actual cost of the CONSULTANT, but will be considered a part of the fixed fee of the CONSULTANT

- g. Those costs incurred by the CONSULTANT in the utilization of the subcontracted services of **Somat Engineering, Inc.** shall be excluded from the calculation of the CONSULTANT'S percentage of SERVICES completed, as set forth in Section 21a, but will be reimbursed by the LOCAL AGENCY. Payment by the LOCAL AGENCY will be made directly to the CONSULTANT. The PROJECT cost attributable to **Somat Engineering, Inc.** is estimated to be **\$2,630.97.**

The maximum amount, including the fixed fee (profit), hereinbefore set forth in this Section, shall not be exceeded except by the execution of an amendment to this contract by and between the parties hereto and with approval by the DEPARTMENT and the FHWA. Payment shall be made as set forth hereinafter.

21. Make payments to the CONSULTANT in accordance with the following procedures:

- a. Progress payments may be made for reimbursement of amounts earned to date and shall include direct costs, other direct costs, calculated amounts for overhead using overhead, and facilities cost of capital using applied rates, set forth hereinbefore, plus a portion of the fixed fee.

The portion of the fixed fee which may be included in progress payments shall be equal to the total fixed fee multiplied by the percentage of the work which has been completed to date of billing.

- b. Partial payments will be made upon the submission by the CONSULTANT of a billing, accompanied by properly completed reporting forms and such other evidence of progress as may be required by the LOCAL AGENCY. Partial payments shall be made only once a month.
- c. Final billing under this contract shall be submitted in a timely manner but not later than three (3) months after completion of the SERVICES. Billing for work submitted later than three (3) months after completion of SERVICES will not be paid. Final payment, including adjustments of direct salary costs, other direct costs and overhead costs, will be made upon completion of audit by the LOCAL AGENCY and/or as appropriate, by representatives of the DEPARTMENT and the FHWA. In the event such audit indicates an overpayment, the CONSULTANT will repay the LOCAL AGENCY within **30** days of the date of the invoice.

22. If SERVICES, or any part thereof, are terminated before completed, pay the CONSULTANT as follows:

- a. Pay the CONSULTANT actual cost plus overhead, as defined herein, incurred for the work to be terminated up to the time of termination, as set forth in Section 20. The amount included for overhead and profit shall be subject to approval by the DEPARTMENT and the FHWA. The LOCAL AGENCY will receive the work product produced by the CONSULTANT under this Contract up to the time of termination, prior to the CONSULTANT being reimbursed.
- b. In no case, shall the compensation paid to the CONSULTANT for SERVICES, or any part thereof, exceed the amount the CONSULTANT would receive had the SERVICES, or the terminated portion thereof been completed.

IT IS FURTHER AGREED THAT:

23. Approval of this contract by the DEPARTMENT in no way obligates the DEPARTMENT for any costs or other responsibilities, except as fiscal agent for the FHWA with respect to making federal

funds available for the SERVICES performed by the CONSULTANT for the LOCAL AGENCY.

24. Upon completion or termination of this contract, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of SERVICE shall become the property of the LOCAL AGENCY.

25. No portion of the PROJECT work, hereto before defined, shall be sublet, assigned, or otherwise disposed of except as herein provided or with the prior written consent of the LOCAL AGENCY and approval by the DEPARTMENT and the FHWA. Consent to sublet, assign or otherwise dispose of any portion of the SERVICES shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of this contract.

26. All questions which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, and the interpretation of plans and specifications shall be decided by the LOCAL AGENCY'S PROJECT Manager. All questions as to the satisfactory and acceptable fulfillment of the terms of this contract shall be decided by the LOCAL AGENCY.

27. Any change in SERVICES to be performed by the CONSULTANT involving extra compensation must be authorized in writing by the LOCAL AGENCY and approved by the DEPARTMENT and the FHWA prior to the performance thereof by the CONSULTANT and requires an amendment to this Contract.

28. In addition, the CONSULTANT shall comply with, and shall require any contractor or subcontractor to comply with, the following:

- a. In connection with the performance of this contract, the CONSULTANT (hereinafter in Appendix "A" referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix "A", attached hereto and made a part hereof.
- b. During the performance of this contract, the CONSULTANT for itself, its assignees, and successors in interest (hereinafter in Appendix "B" referred to as the "contractor") agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof.
- c. The parties hereto further agree that they accept the DEPARTMENT'S Minority Business Enterprises/Women's Business Enterprises (MBE/WBE) Program with respect to the PROJECT and will abide by the provisions set forth in Appendix "C" attached hereto and made a part hereof, being an excerpt from Title 42 CFR Part 23, more specifically 23.43(a)(1) and (2) thereof.

29. The CONSULTANT warrants that it has not employed or retained any company or person other than bona fide employees working solely for the CONSULTANT, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award, or making of this contract. For breach or violation of this warranty, the LOCAL AGENCY shall have the right to annul this contract without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.

30. The CONSULTANT specifically agrees that in the performance of SERVICES herein enumerated by it, or by an approved subcontractor, or anyone acting in its behalf, they will, to the best of their professional knowledge and ability, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations.

31. No charges or claims for damages shall be made by the CONSULTANT for delays or hindrances from any cause whatsoever during the progress of any portions of the SERVICES specified in this contract, except as hereinafter provided.

In case of a substantial delay on the part of the LOCAL AGENCY in providing to the CONSULTANT either the necessary information or approval to proceed with the work, resulting, through no fault of the CONSULTANT, in delays of such extent as to require the CONSULTANT to perform its work under changed conditions not contemplated by the parties, the LOCAL AGENCY will consider supplemental compensation limited to increased costs incurred as a direct result of such delays. Any claim for supplemental compensation must be in writing and accompanied by substantiating data. Authorization of such supplemental compensation shall be by an amendment to this contract subject to prior approval by the DEPARTMENT and the FHWA.

When delays are caused by circumstances or conditions beyond the control of the CONSULTANT as determined by the LOCAL AGENCY, the CONSULTANT shall be granted an extension of time for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the permitting of the CONSULTANT to proceed to complete the SERVICES, or any part of them, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LOCAL AGENCY of any of its rights herein set forth.

32. In case the CONSULTANT deems extra compensation will be due it for work or materials not clearly covered in this contract, or not ordered by the LOCAL AGENCY as a change, or due to changed conditions, the CONSULTANT shall notify the LOCAL AGENCY in writing of its intention to make claim for such extra compensation before beginning such work. Failure on the part of the CONSULTANT to give such notification will constitute a waiver of the claim for such extra compensation. The filing of such notice by the CONSULTANT shall not in any way be construed to establish the validity of the claim. Such extra compensation shall be provided only by amendment to this contract with approval of the DEPARTMENT and the FHWA.

33. The CONSULTANT agrees to obtain the necessary liability insurance, acceptable to the LOCAL AGENCY and the DEPARTMENT, naming the City of Troy, Michigan, the Michigan State Transportation Commission, and the Michigan Department of Transportation as insured, and to provide the LOCAL AGENCY with evidence of said insurance, and to indemnify and save harmless the LOCAL AGENCY, the Michigan State Transportation Commission, and the DEPARTMENT, their officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the CONSULTANT in the performance of this contract.

34. This contract shall be terminated upon advisement to the CONSULTANT by the LOCAL AGENCY that its SERVICES are completed and accepted.

35. The CONSULTANT'S signature on this Contract constitutes the CONSULTANT'S certification of "status" under penalty of perjury under the laws of the United States in respect to 49 CFR Part 29 pursuant to Executive Order 12549.

The certification, which is included as a part of this Contract as Attachment "A", is Appendix A of 49 CFR Part 29, and applies to the CONSULTANT (referred to in Appendix A of 49 CFR Part 29 as "the prospective primary participant").

The CONSULTANT is responsible for obtaining the same certification from all subcontractors under this contract by inserting the following paragraph in all subcontracts:

"The subcontractor's signature on this Contract constitutes the subcontractor's certification of 'status' under penalty of perjury under the laws of the United States in respect to 49 CFR Part 29 pursuant to Executive Order 12549. The certification, which is included as a part of this Contract as Attachment "B", is Appendix B of 49 CFR Part 29."

This certification is required of all subcontractors, testing laboratories and other lower tier participants

with which the CONSULTANT enters into a written arrangement for the procurement of goods or services provided for in this Contract.

36. The CONSULTANT hereby agrees that the costs reported to the LOCAL AGENCY for this Contract shall represent only those items which are properly chargeable in accordance with this Contract. The CONSULTANT also hereby certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

37. Upon execution of this contract by the parties hereto, the same shall become binding on the parties hereto and their successors and assigns, until such time as all work contemplated hereunder is complete, or until such time as this contract is terminated by mutual consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized agents and representatives the day and year first above written.

LOCAL AGENCY NAME

BY: _____
DANE SLATER, MAYOR

BY: _____
AILEEN DICKSON, CITY CLERK

ORCHARD, HILTZ & MCCLIMENT, INC.

BY:  _____
DAN FREDENDALL, VICE PRESIDENT

BY:  _____
RHETT GRONEVELT, PRINCIPAL



ARCHITECTS. ENGINEERS. PLANNERS.

EXHIBIT B - DERIVATION OF COST PROPOSAL

PROJECT DESCRIPTION:

John R Reconstruction - Conversion to 3-Lane Section

CONSULTANT:

OHM Advisors, Inc.

DATE:

9/15/2015

<u>Classification</u>	<u>Person Hours</u>	x	<u>Hourly Rates</u>	=	<u>Labor Cost</u>
Sr. Associate	66		\$55.09		\$3,635.94
Associate	251		\$48.59		\$12,196.09
Professional Engineer IV	1144		\$48.50		\$55,484.00
Professional Engineer III	704		\$40.26		\$28,343.04
Professional Engineer II	1232		\$34.81		\$42,885.92
Graduate Engineer III	1210		\$33.95		\$41,079.50
Technician IV	1122		\$35.60		\$39,943.20
Technician II	77		\$23.60		\$1,817.20
Professional Surveyor II	9		\$32.92		\$296.28
Surveyor III	44		\$30.50		\$1,342.00
Surveyor II	44		\$23.17		\$1,019.48
Administrative Support	50		\$20.44		\$1,022.00
	Total Hours		5,953		Subtotal Labor \$229,064.65
<u>Overhead</u>					
	\$229,064.65	X	174.49%	=	Total Overhead \$399,694.91
					Total Labor and Overhead \$628,759.56
<u>Facilities and Cost of Capital</u>					
	\$229,064.65	X	0.85%	=	Total FCC \$1,947.05
					\$1,947.05
<u>Subconsultants</u>					
	Somat - EA Supplement Noise Analysis update				\$2,630.97
					Total Subconsultant Fees \$2,630.97
<u>Direct Costs</u>					
	None				\$0.00
					\$0.00
<u>Fixed Fee</u>					
	\$628,759.56	X	11.0%	=	Total Fixed Fee \$69,163.55
					TOTAL \$702,501.13

DERIVATION OF COSTS (TNA)

City of Troy, Oakland County, Michigan

SOMAT PROPOSAL NO:

P140069A-A1

PROJECT DESCRIPTION:

John R Road - City of Troy - Additional Comparative Analysis Task #1- Phase 3 (Amendment Request)

SUB CONSULTANT NAME:



DIRECT LABOR:

Classification	Hourly Rate	Hours	=	Labor Cost
Phase 3 Amendment for Additional Comparative Analysis				
Sr. Project Manager	\$ 60.00	1.0	\$	60.00
Project Manager	\$ 42.00	1.0	\$	42.00
Project Engineer	\$ 34.00	20.0	\$	680.00
Senior Staff Engineer	\$ 27.00	0.0	\$	-
Project Coordinator	\$ 26.30	0.0	\$	-
Field Engineer	\$ 20.40	0.0	\$	-
Field Technician	\$ 15.00	0.0	\$	-
Clerical/Drafting	\$ 16.00	0.0	\$	-
				<hr/>
			Subtotal Labor	\$ 782.00
			Total Labor	\$ 782.00

OVERHEAD:

Overhead Rate 203% **Total Overhead \$ 1,588.24**

FIXED FEE FOR PROFIT: (Total Labor + Total Overhead) X 11%

Fixed Fee Rate 11% **Total Fixed Fee \$ 260.73**

TOTAL COSTS \$ 2,630.97

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees 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. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

APPENDIX B

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as following:

1. Compliance with Regulations: The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities, as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts is has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Michigan Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the state, and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

General Requirements for Recipients

Excerpts from USDOT Regulation 49 CFR, Part 23, Section 23.43

- A. Policy: It is the policy of the Department that MBE as defined in 49 CFR, Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the MBE requirements of 49 CFR, Part 23, apply to this contract.
- B. MBE Obligation: The recipient or its contractor agrees to ensure that MBE as defined in 49 CFR, Part 23, has the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR, Part 23, to ensure that MBE has the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of departmentally-assisted contracts.
- C. If, as a condition of assistance, the recipient has submitted and the department has approved a minority business enterprise affirmative action program which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to this recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR, Part 23, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the recipient to obtain future departmental, financial assistance.
- D. The Department hereby advises each recipient, contractor, or subcontractor that failure to carry out the requirements set forth in Section 23.43(a) 49 CFR, Part 23, shall constitute a breach of contract, and after the notification of the USDOT, may result in termination of the agreement or contract by the Department or such remedy as the Department deems appropriate.

SUBCONTRACT NO. _____
CONTROL SECTION NO. EDCF 63459
JOB NO. 128571C
FED. PROJECT NO. STP 1563(056)
FED. ITEM NO. HK 0533

CERTIFICATION

I hereby certify that I am Daniel G. Fredendall, PE and a duly authorized representative of the firm of Orchard, Hiltz & McCliment, Inc., whose address is 34000 Plymouth Road, Livonia, MI 48150 and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Orchard, Hiltz & McCliment, Inc.) to solicit or secure this contract.

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Orchard, Hiltz & McCliment, Inc.) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract:

except as here expressly stated (if any):

I acknowledge that this certification is to be furnished to the Michigan Department of Transportation in connection with this contract involving participation of state and/or federal funds, and is subject to applicable state and federal laws, both criminal and civil.



Signature

September 22, 2015

Date

ATTACHMENT A

(This is a reproduction of Appendix A of 49 CFR Part 29)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposed", and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules impending Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally processed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

March 9, 1989

ATTACHMENT B
(This is a reproduction of Appendix B of 49 C.F.R. Part 29)
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction", without notification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (517) 335-2513 or (517) 335-2514).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



MEMO

Southeast Michigan Council of Governments
1001 Woodward Avenue, Suite 1400
Detroit, Michigan 48226
(313) 961-4266
Fax (313) 961-4869
www.semco.org

May 2, 2014

TO: Beata Lamparski, Hubbell, Roth and Clark
FROM: Saima Masud, Plan and Policy Development
SUBJECT: City of Troy traffic growth rates
CC: Liyang Feng and Tom Bruff, SEMCOG

SEMCOG's Travel Demand Forecast model is projecting an increase of approximately 6.5% in traffic (or vehicle miles of travel) for the City of Troy from year 2010 to 2035.

Population, households and employment estimates for the City is also showing an increase of around 1%, 6%, and 17% respectively from 2010 to 2035.

These results are based on the travel forecasting model using the regional development forecast (RDF40) adopted for SEMCOG's 2040 Regional Transportation Plan.

The travel model is designed to analyze traffic patterns and congestion on a regional level. At the community level, the data may be distorted due to several reasons: large sized regional activity zones, lack of detailed local streets in the road network, or the placement of centroid connectors along model links. It is advised that the local traffic counts are also used as a reference.

If you have any questions please give me a call at 313-324-3341 or e-mail masud@semcog.org.

A. CALL TO ORDER:

A Special Joint Meeting of the Troy City Council and Planning Commission was held on Monday, September 14, 2015, at City Hall, 500 W. Big Beaver Rd. Mayor Slater called the meeting to order at 6:01 PM.

B. ROLL CALL:

a)	<u>City Council Members</u> Mayor Dane Slater Jim Campbell Steve Gottlieb Dave Henderson Ellen Hodorek Ed Pennington – Arrived at 6:22 PM Doug Tietz	<u>Planning Commission Members</u> Chairman Donald Edmunds Ollie Apahidean Karen Crusse Carlton Faison Michael W. Hutson Tom Krent Padma Kuppa Philip Sanzica John Tagle
----	---	---

C. DISCUSSION ITEMS:**C-1 Master Plan Update - Carlisle/Wortman Associates, Inc.**

Mr. Brian Kischnick, City Manager, introduced Mr. Dick Carlisle, Carlisle/Wortman Associates, Inc., who discussed the Master Plan Community Engagement and remaining tasks involved in updating the Master Plan.

C-2 Why We Are Here/Framing the Issues - City Manager Brian Kischnick

Mr. Kischnick introduced Mr. Brent Savidant, Planning Director, who provided a brief introduction to the topic of the proposed amendment to the City of Troy Zoning Ordinance in order to regulate oil and gas extraction facilities.

C-3 Presentation by Hal Fitch, Director, Office of Oil, Gas and Minerals, MDEQ

Mr. Kischnick introduced Mr. Hal Fitch, Director of Oil, Gas and Minerals, MDEQ. Mr. Fitch provided an introduction to the functions and rules of the Office of Oil, Gas and Minerals of the Michigan Department of Environmental Quality. He stated that his office seeks to strike a balance between the rights of mineral owners, surface property owners and environmental protection. Mr. Fitch explained the latest security controls on wells in regards to environmental impact. He provided a brief summary of the restrictions in place regarding wells and extraction facilities. Mr. Fitch commented that the proposed ordinance looks promising but he pointed out a couple areas that he thinks could be problematic. He said the proposed setback distance, restricting drilling to a smattering of locations in one corner of the City, and limiting drilling to a vertical hole versus a horizontal track are problematic amendments that could be liabilities.

C-4 Presentation by Jim Nash, Oakland County Water Resources Commissioner

Mr. Kischnick introduced Mr. Jim Nash, Oakland County Water Resources Commissioner, who discussed his perspective on the proposed amendment to the City of Troy Zoning Ordinance on extraction facilities. He provided a recommendation that the City contact an organization called Flow for Water. He commented that the proposed ordinance is a good idea, and limiting exposure of the residents to the environmental effects of drilling sites such as air quality. He recommended frequent testing of the ground water and wildlife in the area around the drilling site. He said the City has a lot of power in controlling the regulations of tank farms and other aspects of facilities. Mr. Nash summarized that water quality and air quality are his biggest concerns with these facilities.

C-5 Presentation by John Griffin, Executive Director, Associated Petroleum Industries of Michigan

Mr. Kischnick introduced Mr. John Griffin, Executive Director, Associated Petroleum Industries of Michigan, who discussed a handout he provided from the Energy Information Administration to the City Council and Planning Commission. Mr. Griffin explained that many communities are examining the issues of oil and gas extraction facilities. He said that national organizations are approaching individual communities in order to encourage communities to adopt restrictive ordinances and if enough communities adopt restrictions, there could be a de facto ban on extraction facilities. He said that everyone uses energy resources and products every day, and wells are necessary to provide those resources. He commented that the City of Troy proposed Zoning Ordinance Amendment seems very restrictive. Mr. Griffin said that the State restrictions are sufficient and consistent, and local restrictions will end up hurting consumers.

C-6 Questions/Discussion

Chairman Edmunds asked about the presenters' assessments of ordinances enacted in nearby cities. Mr. Fitch answered that some he has seen are pretty restrictive, and Troy's proposed ordinance prohibits development in too large of areas. Mr. Nash commented that there is always a risk of a law suit for having too restrictive an ordinance. He said Flow for Water has a lot of useful information on their website. Mr. Fitch commented that some of the suggestions from Flow for Water are questionable.

Mayor Pro Tem Campbell asked what takes precedence: mineral rights or property rights. Mr. Fitch answered that mineral rights are dominant over the surface property rights.

Ms. Kuppa asked Mr. Savidant if he compared Troy's proposed ordinance to Rochester Hills ordinance and if Troy's proposed ordinance is defensible. Mr. Allan Motzny, Assistant City Attorney, said that Troy's proposed ordinance is defensible and does not prohibit drilling beyond the subsurface property lines as long as the drilling company has documentation that they have the right to do so. Mr. Nash said that the City has the right to regulate where pipes are placed, and pipes have the potential to leak more than trucks.

Council Member Tietz asked if the City Council passed an ordinance, and it was challenged, would the City be sued and have damages assessed to the City. Mrs. Bluhm answered that there is a risk of being sued if the City passes an ordinance that is more restrictive than the State regulations.

Mrs. Crusse asked for confirmation regarding the statement that the area of Troy does not lend itself to what hydraulic fracturing companies are looking for. Mr. Fitch answered that the land

and reservoirs in this area does not lend itself to hydraulic fracturing. Mrs. Crusse asked Mr. Fitch to confirm that hydraulic fracturing in the State of Michigan have been safe so far. He commented that there has not been an incident of environmental contamination from a hydraulic fracturing operation itself in the State of Michigan. Mrs. Crusse asked Mr. Griffin about his statement that when cities and townships create ordinances to control hydraulic fracturing, that he was of the opinion that it was better to regulate in the big picture instead of each municipality adopting individual regulations. Mr. Griffin answered that statewide regulations are best. Mr. Nash commented that most wells in Michigan were never tested, so there is no way to know if there were leaks or contamination. He said that citizen complaints need to be addressed. Mr. Griffin commented that a former EPA Administrator testified before Congress that there had been no accidents with hydraulic fracturing. He also said that new rules passed last March require baseline water testing. Mr. Nash commented that those rules are for large-scale fracking, not small-scale fracking.

Council Member Henderson asked what is meant by the phrase 40 acres under lease and 3 acres to drill. Mr. Fitch answered that a square 40 acres is the size of the tract that is needed to form one well, and leases on the land in those 40 acres are needed in order to drill.

Mr. Krent asked if the property owner owns the mineral rights or how property owners can find out if they own mineral rights on their land and how to get them if they don't own them. Mr. Fitch answered that residents can look at the Register of Deeds to see if the mineral rights have been sold at some point.

Mr. Apahidean asked Mr. Fitch knows how many wells in Michigan are horizontal wells and what percentage are in urban areas. Mr. Fitch answered that over 1,800 wells have been drilled within cities and villages. He said that horizontal drilling started around 1980, and is more the exception than the rule, so there aren't many horizontal wells.

Mr. Tagle asked how the City can know where the drilling companies may want to drill, so as to try to avoid limiting property rights. Mr. Fitch answered that you don't know until the drilling company conducts surveys and testing.

Council Member Gottlieb asked if there has been one incident of hydraulic fracking in Oakland County. Mr. Fitch answered that he is not aware of one. Mr. Griffin commented that permit applications can be found on the MDEQ website, listed by county. Mr. Fitch commented that when the MDEQ receives an application, they contact the local governing body and will attend public meetings if the local body requests their presence. Mr. Nash asked if drilling operations are exempt from FOIA. Mr. Fitch answered that the drilling sites and locations are not confidential, but the formation and character of the formation can be held confidential.

Mr. Hutson commented that if the land in Troy is no conducive to fracking, then there will be no harm in enacting the proposed ordinance. He said the State statute is general, and the proposed ordinance fills in gaps that are in the State statute. Mr. Hutson agreed with Mr. Nash that safety is most important.

Council Member Pennington asked if there's a case in Michigan where they've been doing horizontal fracturing. Mr. Fitch answered that horizontal drilling doesn't always mean horizontal fracturing takes place. He said that there have been about 80 high-volume hydraulic fracturing operations in Michigan. He said there have been about 15 large-scale horizontal wells.

Mr. Faison asked about the settlement amounts in the lawsuits and the difference in scenarios of the cases. Mr. Fitch answered that the Ludington area lawsuit was higher because of the prospective value of the operation. He said that in the Farmington Hills case, the damages to the operator were less because the value of the potential reserves was lower. Mr. Faison asked if Troy lends itself to large-scale development in terms of opportunity. Mr. Fitch answered that one of the wells in the formation in this part of the state produces about \$8000 in revenue per day.

C-7 Wrap Up/Next Steps

Mayor Slater thanked the speakers for their information. He said that he believes there needs to be more discussion, and that the ordinance amendment needs to go back to the Planning Commission for further discussion and review. Mr. Edmunds requested that the questions asked tonight be provided to the speakers for their consideration and answers. He said that perhaps this amendment could be postponed until November or December. Mrs. Crusse commented that this topic arose so that the City of Troy would not be taken by surprise by a drilling company wishing to drill in Troy. Mr. Edmunds asked if Shelby Township was notified when the exploratory drill was proposed. Mr. Fitch answered that Shelby Township was notified. Council Member Tietz asked the Planning Commission to pay attention to the fact that there were concerns tonight about the ordinance amendment being too restrictive.

D. PUBLIC COMMENT:

Janet Moore – Troy resident, is concerned about fracking in Troy.

David Riley – Engineer, is concerned about property values near extraction sites.

Marla Wills – is concerned about the hazards of extraction facilities and the surrounding area.

E. ADJOURNMENT:

The Meeting **ADJOURNED** at 7:13 PM.

Mayor Dane Slater

M. Aileen Dickson, CMC
City Clerk

Council Member Hodorek performed the Invocation. The Pledge of Allegiance to the Flag was given.

A. CALL TO ORDER:

A Regular Meeting of the Troy City Council was held on Monday, September 14, 2015, at City Hall, 500 W. Big Beaver Rd. Mayor Slater called the meeting to order at 7:32 PM.

B. ROLL CALL:

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

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 Service Commendation Presented to Fire Chief William Nelson *(Introduced by: Mayor Dane Slater)*

C-2 Update on Wattles Road Asphalt Overlay *(Presented by: Steve Vandette, City Engineer, and Bill Huotari, Deputy City Engineer)*

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 – Downtown Development Authority; b) City Council Appointments – Parks and Recreation Board

a) Mayoral Appointments:

Resolution #2015-09-115
Moved by Slater
Seconded by Pennington

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:

Downtown Development Authority

Appointed by Mayor
13 Regular Members
4 Year Term

Unexpired Term Expiring 9/30/2015

Barbara Knight

Term currently held by: P. Terry Knight (Deceased)

Yes: All-7
No: None

MOTION PASSED

b) City Council Appointments:

Resolution #2015-09-116
Moved by Campbell
Seconded by Hodorek

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

Parks and Recreation Board

Appointed by Council
7 Regular Members and 1 Troy School Board Member:
Regular Member: 3 Year Term / Troy School Board Member: 1 Year Term

Term Expires: 7/31/2016

Gary Hauff

Troy School Board

Term currently held by: Gary Hauff, Troy School Board Member

Yes: All-7
No: None

MOTION PASSED

I-2 Board and Committee Nominations: a) Mayoral Nominations – Brownfield Redevelopment Authority, Downtown Development Authority; b) City Council Nominations – Historic District Study Committee, Animal Control Appeal Board, Charter Revision Committee, Liquor Advisory Committee, Parks and Recreation Board, Personnel Board, Traffic Committee

a) Mayoral Nominations:

Resolution #2015-09-117
Moved by Slater
Seconded by Campbell

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

Nominations to the Brownfield Redevelopment Authority:

Term Expires: 4/30/2018

Charles Salgat

Term currently held by: Theodore Dziurman

Yes: All-7
No: None

MOTION PASSED

Resolution #2015-09-118
Moved by Slater
Seconded by Henderson

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

Downtown Development Authority

Appointed by Mayor
13 Regular Members
4 Year Term

Nominations to the Downtown Development Authority:

Term Expires 9/30/2019:

Timothy Blair

Term currently held by: Timothy Blair

Term Expires 9/30/2019:

David Hay

Term currently held by: David Hay

Yes: All-7
No: None

MOTION PASSED

b) City Council Nominations:

Establishment of Historic District Study Committee

Resolution #2015-09-119
Moved by Campbell
Seconded by Pennington

WHEREAS, The Planning Department received a request from a resident to de-list a historic property; and,

WHEREAS, Chapter 13 Historic Preservation requires City Council to establish and appoint an ad-hoc Historic District Study Committee to process applications to de-list historic properties;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **ESTABLISHES** an ad-hoc Historic District Study Committee of not less than three (3) members, in accordance with the provisions of Chapter 13 of the Troy City Code and MCL 399.214(1), which shall be **DISSOLVED** after all pending applications are finalized.

Yes: All-7
No: None

MOTION PASSED

City Council Nominations

Resolution #2015-09-120
Moved by Campbell
Seconded by Henderson

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

Historic District Study Committee

Appointed by Council
3 Members
Ad Hoc

Nominations to the Historic District Study Committee:

Term Expires: Ad-Hoc

Barbara Chambers

Term Expires: Ad-Hoc

Lori Huber

Term Expires: Ad-Hoc

Charles Salgat

Animal Control Appeal Board

Appointed by Council
5 Regular Members
3 Year Term

Nominations to the Animal Control Appeal Board:

Term Expires: 9/30/2018:

Al Petrulis

Term currently held by: Al Petrulis

Term Expires: 9/30/2018:

Patrick Floch

Term currently held by: Gretchen Waters

Parks and Recreation Board

Appointed by Council
7 Regular Members and 1 Troy School Board Member:
Regular Member: 3 Year Term / Troy School Board Member: 1 Year Term

Nominations to the Parks and Recreation Board:

Term Expires: 9/30/2018

Laurie Huber

Term currently held by: Laurie Huber

Term Expires: 9/30/2018

Orestis Rusty Kaltsounis

Term currently held by: Orestis Rusty Kaltsounis

Traffic Committee

Appointed by Council
7 Regular Members
3 Year Term

Nominations to theTraffic Committee:

Unexpired Term Expiring: 1/31/2016

Robert Huber

Term currently held by: Vacancy (O. Apahidean resigned 2/13/15)

Yes: All-7

No: None

MOTION PASSED

I-3 No Closed Session Requested

I-4 Standard Purchasing Resolution 1: Award to Low Bidder and Budget Amendment – Contract 15-1 Sylvan Glen Phase 2 (Presented by: Steve Vandette, City Engineer)

Resolution #2015-09-121

Moved by Henderson

Seconded by Campbell

RESOLVED, That Troy City Council hereby **AWARDS** Contract No. 15-1, Sylvan Glen Phase 2, to *Inland Lakes Landscaping Corporation, 560 S. Telegraph, Pontiac, MI 48341* for their low total bid of \$981,244.42.

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 10% of the total project cost.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon receipt of additional grant funding in the amount of \$125,000 from the EPA for a total grant funded amount from the EPA of \$500,000.

BE IT FINALLY RESOLVED, That Troy City Council **AMENDS** the 2016 Capital Projects budget for Drains in the amount of \$165,000.

Yes: All-7

No: None

MOTION PASSED

I-5 Revised Exhibit B and Budget Amendment – Evergreen Farmington Sewage Disposal System – North Evergreen Interceptor (NEI) Wattles Road Storage Contract (Presented by: Steve Vandette, City Engineer)

Resolution #2015-09-122

Moved by Gottlieb

Seconded by Hodorek

WHEREAS, The City of Troy (the "City") has entered into a contract with the County of Oakland and the Charter Township of Bloomfield, entitled Evergreen Farmington Sewage Disposal Systems North Evergreen Interceptor Wattles Road Storage Contract, dated as of May 1, 2015, (the "Contract"), relative to the acquisition, construction and financing of the Evergreen Farmington Sewage Disposal System North Evergreen Interceptor Wattles Road

Storage Project (the "Project"), and it is now necessary to approve and adopt a revised Exhibit B to the Contract, a copy of which is dated as of August 13, 2015 ("Revised Exhibit B") and presented at this meeting for the purpose of revising the cost estimates for the acquisition, construction and financing of the Project;

BE IT RESOLVED, By the City Council of the City of Troy, Oakland County, Michigan, that:

- 1) The Council hereby **APPROVES** and **ADOPTS** Revised Exhibit B to the Contract. Revised Exhibit B shall replace Exhibit B to the Contract dated as of March 30, 2015, and shall become part of the Contract.
- 2) The Mayor and the City Clerk are **AUTHORIZED** and **DIRECTED** to send a certified resolution to Oakland County to endorse approval on Revised Exhibit B as part of the Contract for and on behalf of the City in such number of counterparts as may be desirable.
- 3) A copy of Revised Exhibit B as presented to the Council and herein **APPROVED** and **AUTHORIZED** to be endorsed and delivered shall be **ATTACHED** to the original Minutes of this meeting and made a part thereof and shall be placed on file with the City Clerk and made available for examination by any interested person during normal business hours.

BE IT FINALLY RESOVED, That Troy City Council **AMENDS** the 2016 Sewer Fund in the amount of \$1,001,500.

Yes: All-7
No: None

MOTION PASSED

I-6 Bid Waiver - Modifications for Adaptive Reuse of the Cable Television Production Vehicle as a Public Safety Command Vehicle (Introduced by: Fire Chief Bill Nelson)

Resolution #2015-09-123
Moved by Pennington
Seconded by Hodorek

WHEREAS, On January 7, 2002, Troy City Council approved the purchase of the Cable TV Production Vehicle in the amount of \$103,393.00; (Resolution #2002-01-006-E-10) for the filming of community focused cable TV programming; and,

WHEREAS, The use of this vehicle was discontinued in 2009 due to funding limitations, has less than 2,000 miles and has been stored by the Fire Department with the intent to adaptively reuse it as a Public Safety Mobile Command Vehicle; and,

WHEREAS, In order to adaptively reuse this vehicle there are specific technical modifications are required by the original manufacturer of the vehicle, *Gerling and Associates, Inc. of Sunbury, OH*;

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council hereby **WAIVES** formal bidding procedures and **AUTHORIZES** the City of Troy to **AWARD** a contract to be issued to *Gerling and Associates, Inc. of Sunbury, OH*, to perform the specified modifications for adaptive reuse of the existing Cable Television Production Vehicle as a Public Safety Mobile Command Vehicle for an estimated total cost of \$49,747.00.

Yes: All-7
No: None

MOTION PASSED

J. CONSENT AGENDA:

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

Resolution #2015-09-124-J-1a
Moved by Henderson
Seconded by Gottlieb

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

Yes: All-7
No: None

MOTION PASSED

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

J-2 Approval of City Council Minutes

Resolution #2015-09-124-J-2

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

- a) City Council Meeting Minutes-Draft – August 24, 2015

J-3 Proposed City of Troy Proclamations: None Submitted

J-4 Standard Purchasing Resolutions: None Submitted

J-5 Fireworks Permit – Macy’s Oakland Mall

Resolution #2015-09-124-J-5

RESOLVED, That Troy City Council hereby **ISSUES** a fireworks permit to *Zambelli Fireworks Manufacturing Company of New Castle, Pennsylvania*, for the public display of fireworks at the Macy’s Holiday Shopping Kick-Off event at 500 W. Fourteen Mile Rd., Troy, Michigan, on Friday November 6, 2015.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the Troy Fire Department to inspect the fireworks to be displayed along with the site to assure compliance with applicable codes and standards for such a fireworks display.

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):

- a) Assignment of Detroit Water and Sewerage Department Water Contract and Amendments to Chapters 18, 19 and 20 of the City Code *(Introduced by: Tim Richnak, Public Works Director)*

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

Dr. John Cushing - Resident	Discussed the safety and value of the Police and Fire Departments and thanked them for their service to Troy
-----------------------------	--

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) Civil Service Commission (Act 78)-Final – August 7, 2015
 - b) Planning Commission-Final – August 11, 2015
 - c) Employees’ Retirement System Board of Trustees-Final – August 12, 2015
 - d) Civil Service Commission (Act 78)-Draft – August 27, 2015
-

P-2 Department Reports:

- a) Building Department Activity Report – August, 2015
-

P-3 Letters of Appreciation:

- a) To Chief Nelson from James Manning, Auburn Hills Fire Chief, Regarding Assistance from Assistant Chief Dave Roberts and the Responders to a Fire on August 16th, 2015
 - b) To Brian Kischnick from Gary L. Smith Commending Matthew Kapcia and His Oversight of the Backflow Prevention Program
-

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

P-5 Notice of Hearing for the Electric and Natural Gas Customers of Consumers Energy Company Case No. U-17771

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

R. CLOSED SESSION:

R-1 No Closed Session Requested

S. ADJOURNMENT:

The Meeting **ADJOURNED** at 8:19 PM.

Mayor Dane Slater

M. Aileen Dickson, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

Date: September 15, 2015

To: Brian Kischnick, City Manager

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

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

History

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

Funding requirements were previously approved by City Council resolution 2010-10-214-J-4a, resolution # 2009-08-231-F-4b, resolution # 2008-09-305, resolution #2007-04-120, resolution #2006-09-356, resolution #2005-10-458, resolution #2004-07-354, resolution #2003-09-467, and resolution #2002-07-424.

Financial

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

Recommendation

The Police Department requests approval to provide funding for the AVONDALE YOUTH ASSISTANCE in the amount of \$2,500.00 for the 2015/2016 fiscal year and it is recommended that the Agreement between the City of Troy and Avondale Youth Assistance Youth Assistance be approved as written.

City Attorney's Review as to Form and Legality

Lori Grigg Bluhm, City Attorney

Date

AGREEMENT BETWEEN THE CITY OF TROY AND AVONDALE YOUTH ASSISTANCE

This Agreement, by and between the City of Troy, 500 W. Big Beaver Road, Troy, Michigan 48084 (hereinafter referred to as the "CITY"), and the Avondale Youth Assistance, 260 South Squirrel Road, Auburn Hills, Michigan 48326, a Michigan non-profit organization, (hereinafter referred to as "AYA"),

RECITALS

WHEREAS, the CITY desires to provide for a problem-solving service for youth and parents through individual, group, and family counseling to enable those served to cope with problems adversely affecting the ability of the youth to make optimal use of their world, i.e. social adjustment, work adjustment; and to provide free, on-site and off-site service for youth, especially those who cannot afford private services; and

WHEREAS, the CITY desires to provide youth residents of the City an opportunity to participate in the AYA program; and

WHEREAS, the general purpose of the AYA is to provide opportunities for mental, social and physical growth and development of youth; and

NOW, THEREFORE, in consideration of the above in meeting the needs of the youth of the CITY, and in consideration of the promises and mutual covenants hereinafter contained, the parties agree as follows:

AYA RESPONSIBILITIES.

1. General Project Summary. A general description of the community services to be provided by AYA is as follows:
 - A. A mental health worker, a licensed social worker, psychologist, or counselor, on staff at AYA shall be available to the youths of the community who are having difficulty in their personal and social adjustments. This person will work with youths, parents, schools and other community organizations, consistent with their professional training and licensing, in helping the youth grow towards a more satisfactory adjustment. The worker will act as a liaison for the youth, agencies, and family.
 - B. AYA shall also offer programs to resident youth which are designed to further the social and emotional needs of the youth.
 - C. AYA will continue to provide service at the current level or greater.

2. Program Description. A detailed description of each program offered will be provided to the CITY, will be maintained on file at AYA, and will be available for inspection by the CITY on request.
3. Location of Facility. AYA shall provide an office or treatment facility within a reasonable distance from the CITY. The CITY shall be notified immediately of any relocation or planned relocation of the facility.
4. Service Documentation. AYA shall provide a quarterly report which may be in the form of minutes from monthly AYA Board of Directors meetings to the CITY in October, January, April and July, including but not limited to the following information:
 - A. Data regarding AYA's operation, including but not limited to, the number of persons serviced by AYA programs, attendance records for counseling and programs, duration of programs, etc.
 - B. Types of cases treated and referral source(s).
 - C. All community and special projects undertaken by AYA.
 - D. Other information that the CITY may deem necessary without jeopardizing the confidentiality of the AYA clientele.
5. Fiscal Requirements. AYA shall maintain an accounting system to identify and support all expenditures, i.e., all income and expenses for which services are provided under this Agreement. The accounting system, at a minimum, shall consist of a chart of accounts, cash receipts journal, cash disbursements journal, and general ledger. All expenditures and income must be supported by vouchers and receipts that detail the reason for the transaction.

AYA shall submit to the CITY a copy of its annual budget for any fiscal year which falls within the twelve-month period covered by this Agreement. These budgets shall show the AYA budget, total expenditures, and expenditures funded and claimed to other funding sources.

AYA shall provide to the CITY a quarterly financial statement which may be in the form of Monthly Treasurer Reports as submitted to the AYA Board of Directors in October, January, April and July, including total income and expenditures for the previous three (3) months.

AYA agrees to retain at its costs all books, records or other documents relevant to this Agreement for six years after final payment.
6. Review of Programs by the City. Upon request, AYA will review with the CITY

staff the programs funded by this Agreement to determine if there are appropriate educational guidance and counseling activities which may be utilized by the youth.

7. Confidentiality. The use or disclosure of information concerning applicants for services or recipients of services, obtained in connection with the performance of the Agreement, shall be restricted to purposes directly connected with the administration of the programs implemented by this Agreement and must be consistent with all statutory requirements.

8. Subcontracts. AYA shall not assign this Agreement or enter into any subcontracts for services under this Agreement without obtaining prior written approval of the CITY.

9. Indemnify and Hold Harmless. AYA shall indemnify, save and hold harmless the CITY, its employees, officers, and agents, and affiliated entities from any losses, damages, judgments, claims, expenses, costs, and liabilities, including attorney fees, interest and legal expenses, which may arise from or be caused directly or indirectly by any act or omission of AYA or its officers, directors, employees, agents or volunteers.

10. Insurance. AYA shall present to the CITY documentation that is satisfactory to the CITY that indicates that AYA is covered under a policy of insurance or self-insurance with Oakland County, Michigan.

TROY'S RESPONSIBILITIES

The CITY hereby agrees to pay to AYA an amount not to exceed \$2,500.00 for services performed under this Agreement. Full payment shall be made on or before September 30, 2015.

Obligations incurred by AYA prior to or after the period covered by this Agreement shall be excluded.

MUTUAL COVENANTS

1. Cancellation of Agreement. If the CITY determines that AYA fails to comply with the conditions of this Agreement, or to fulfill its responsibility as indicated in the Agreement, or the CITY determines that the methods and techniques being utilized in accomplishing the goals of this Agreement are not acceptable or compatible with the CITY's policy, then the CITY reserves the right to cancel this Agreement by giving thirty (30) days written notice to AYA. If AYA becomes defunct, AYA will reimburse the CITY for all pre-payments based on the date of termination.

2. Employees of AYA. Representatives, employees and volunteers of AYA shall not be deemed to be employees or agents of the CITY for any purposes solely

because of their participation with AYA.

3. Independent Contractors. AYA is an independent contractor, and its agents, employees, or servants are responsible for its own conduct. This Agreement is not a joint venture for the profit of either party.

4. Compliance with Laws. AYA shall be responsible for compliance with all Federal, State and City laws or ordinances. Any violation of the law or ordinance results in material breach of the Agreement.

5. Terms of Agreement. This Agreement shall become effective as of August 1, 2015 and shall terminate on July 31, 2016 unless terminated under the provisions set forth in this Agreement.

IN WITNESS WHEREOF, the CITY and AYA have caused this Agreement to be executed by their respective authorized officers.

WITNESSES: CITY OF TROY

Dane Slater, Mayor

Aileen Dickson, City Clerk

WITNESSES:

AVONDALE YOUTH ASSISTANCE

Michael Kazyak, Chairperson



CITY COUNCIL AGENDA ITEM

Date: September 15, 2015

To: Brian Kischnick, City Manager

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

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

History

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

Funding requirements were previously approved by City Council resolution #2014-09-123-J-4e, resolution #2010-10-214-J-4a, resolution #2009-08-232, resolution #2008-09-306, resolution #2007-09-270, resolution #2006-08-342, resolution #2005-10-459, resolution #2004-07-354, resolution #2003-10-529, resolution #2002-07-424, and resolution #2001-07-373.

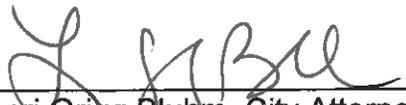
Financial

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

Recommendation

The Police Department requests approval to provide funding for the TROY YOUTH ASSISTANCE in the amount of \$10,000.00 for the 2015/2016 fiscal year and it is recommended that the Agreement between the City of Troy and Troy Youth Assistance be approved as written.

City Attorney's Review as to Form and Legality


Lori Grigg Bluhm, City Attorney

9/15/2015
Date

AGREEMENT BETWEEN THE CITY OF TROY AND TROY YOUTH ASSISTANCE

This Agreement, by and between the City of Troy, 500 W. Big Beaver Road, Troy, Michigan 48084 (hereinafter referred to as the "CITY"), and the Troy Youth Assistance, 4420 Livernois, Troy, Michigan 48098, a Michigan non-profit organization, (hereinafter referred to as "TYA"),

RECITALS

WHEREAS, the CITY desires to provide for a problem-solving service for youth and parents through individual, group, and family counseling to enable those served to cope with problems adversely affecting the ability of the youth to make optimal use of their world, i.e. social adjustment, work adjustment; and to provide free, on-site and off-site service for youth, especially those who cannot afford private services; and

WHEREAS, the CITY desires to provide youth residents of the City an opportunity to participate in the TYA program; and

WHEREAS, the general purpose of the TYA is to provide opportunities for mental, social and physical growth and development of youth; and

NOW, THEREFORE, in consideration of the above in meeting the needs of the youth of the CITY, and in consideration of the promises and mutual covenants hereinafter contained, the parties agree as follows:

TYA RESPONSIBILITIES.

1. General Project Summary. A general description of the community services to be provided by TYA is as follows:

A. A mental health worker, a licensed social worker, psychologist, or counselor, on staff at TYA shall be available to the youths of the community who are having difficulty in their personal and social adjustments. This person will work with youths, parents, schools and other community organizations, consistent with their professional training and licensing, in helping the youth grow towards a more satisfactory adjustment. The worker will act as a liaison for the youth, agencies, and family.

B. TYA shall also offer programs to resident youth which are designed to further the social and emotional needs of the youth.

C. TYA will continue to provide service at the current level or greater.

2. Program Description. A detailed description of each program offered will be provided to the CITY, will be maintained on file at TYA, and will be available for inspection by the CITY on request.

3. Location of Facility. TYA shall provide an office or treatment facility within the CITY. Currently, that facility is located at 4420 Livernois, Troy, Michigan 48098. The CITY shall be notified immediately of any relocation or planned relocation of the facility.

4. Service Documentation. TYA shall provide a quarterly report which may be in the form of minutes from monthly TYA Board of Directors meetings to the CITY in October, January, April and July, including but not limited to the following information:

A. Data regarding TYA's operation, including but not limited to, the number of persons serviced by TYA programs, attendance records for counseling and programs, duration of programs, etc.

B. Types of cases treated and referral source(s).

C. All community and special projects undertaken by TYA.

D. Other information that the CITY may deem necessary without jeopardizing the confidentiality of the TYA clientele.

5. Fiscal Requirements. TYA shall maintain an accounting system to identify and support all expenditures, i.e., all income and expenses for which services are provided under this Agreement. The accounting system, at a minimum, shall consist of a chart of accounts, cash receipts journal, cash disbursements journal, and general ledger. All expenditures and income must be supported by vouchers and receipts that detail the reason for the transaction.

TYA shall submit to the CITY a copy of its annual budget for any fiscal year which falls within the twelve-month period covered by this Agreement. These budgets shall show the TYA budget, total expenditures, and expenditures funded and claimed to other funding sources.

TYA shall provide to the CITY a quarterly financial statement which may be in the form of Monthly Treasurer Reports as submitted to the TYA Board of Directors in October, January, April and July, including total income and expenditures for the previous three (3) months.

TYA agrees to retain at its costs all books, records or other documents relevant to this Agreement for six years after final payment.

6. Review of Programs by the City. Upon request, TYA will review with the CITY staff the programs funded by this Agreement to determine if there are appropriate educational guidance and counseling activities which may be utilized by the youth.

7. Confidentiality. The use or disclosure of information concerning applicants for services or recipients of services, obtained in connection with the performance of the Agreement, shall be restricted to purposes directly connected with the administration of the programs implemented by this Agreement and must be consistent with all statutory requirements.

8. Subcontracts. TYA shall not assign this Agreement or enter into any subcontracts for services under this Agreement without obtaining prior written approval of the CITY.

9. Indemnify and Hold Harmless. TYA shall indemnify, save and hold harmless the CITY, its employees, officers, and agents, and affiliated entities from any losses, damages, judgments, claims, expenses, costs, and liabilities, including attorney fees, interest and legal expenses, which may arise from or be caused directly or indirectly by any act or omission of TYA or its officers, directors, employees, agents or volunteers.

10. Insurance. TYA shall present to the CITY documentation that is satisfactory to the CITY that indicates that TYA is covered under a policy of insurance or self-insurance with Oakland County, Michigan.

TROY'S RESPONSIBILITIES

The CITY hereby agrees to pay to TYA an amount not to exceed \$10,000.00 for services performed under this Agreement. Payments are to be made in four quarterly installments of \$2,500.00 each during the months of September and November 2015 and February and May, 2016.

Obligations incurred by TYA prior to or after the period covered by this Agreement shall be excluded.

MUTUAL COVENANTS

1. Cancellation of Agreement. If the CITY determines that TYA fails to comply with the conditions of this Agreement, or to fulfill its responsibility as indicated in the Agreement, or the CITY determines that the methods and techniques being utilized in accomplishing the goals of this Agreement are not acceptable or compatible with the CITY's policy, then the CITY reserves the right to cancel this Agreement by giving thirty (30) days written notice to TYA. If TYA becomes defunct, TYA will reimburse the CITY for all pre-payments based on the date of termination.

2. Employees of TYA. Representatives, employees and volunteers of TYA shall not be deemed to be employees or agents of the CITY for any purposes solely because of their participation with TYA.

3. Independent Contractors. TYA is an independent contractor, and its agents, employees, or servants are responsible for its own conduct. This Agreement is not a joint venture for the profit of either party.

4. Compliance with Laws. TYA shall be responsible for compliance with all Federal, State and City laws or ordinances. Any violation of the law or ordinance results in material breach of the Agreement.

5. Terms of Agreement. This Agreement shall become effective as of August 1, 2015 and shall terminate on July 31, 2016 unless terminated under the provisions set forth in this Agreement.

IN WITNESS WHEREOF, the CITY and TYA have caused this Agreement to be executed by their respective authorized officers.

WITNESSES: CITY OF TROY

Dane Slater, Mayor

Aileen Dickson, City Clerk

WITNESSES:

TROY YOUTH ASSISTANCE

John P. Hayes

Paula Fleming

Paula Fleming, Chairperson

Robin E. Beltramini



CITY COUNCIL AGENDA ITEM

Date: September 15, 2015

To: Brian Kischnick, City Manager

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

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

History

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

Funding requirements were previously approved by City Council resolution #2014-09-123-J-4e, resolution #2010-10-214-J-4a, resolution # 2009-08-231-F-4d, resolution #2008-09-305-F-4e, resolution #2007-08-233, resolution #2006-08-342, resolution #2005-09-416, resolution #2004-09-454, resolution #2003-09-474, resolution #2002-07-427, and resolution #2001-09-449.

Financial

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

Recommendation

The Police Department requests approval to provide funding for the TROY COMMUNITY COALITION in the amount of \$25,000.00 for the 2015/2016 fiscal year and it is recommended that the Agreement between the City of Troy and Troy Community Coalition be approved as written.

City Attorney's Review as to Form and Legality


Lori Grigg Bluhm, City Attorney

9/15/2015
Date



4420 Livernois Road Troy, MI 48098 | 248.823.5088 | www.troycoalition.org

July 28, 2015

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

Dear Chief Mayer:

The purpose of this letter is to officially request \$25,000 from the Troy Police Department for the Troy Community Coalition. We understand that the Troy City Council approved the 2015-2016 budget and that amount has been earmarked for the Troy Community Coalition.

In return, the Troy Community Coalition will provide prevention services to youth and adults and continue to collaborate with the Troy Police Department to meet the needs of our community in the area of alcohol, tobacco and drug prevention.

We appreciate your support and willingness to look for new and innovative ways of helping our citizens achieve a healthy lifestyle free from the abuse of alcohol, tobacco and drugs. We look forward to working together again this year and for many years to come.

Sincerely,

Nancy Morrison, MA, LLP, CPS
Executive Director
Troy Community Coalition

Executive Board

***Cass Beals, President
Brian Buczek, Vice President
John Munoz, Treasurer***

***Lori Grigg Bluhm, Secretary
Dennis Drury, Past President
Dr. Daniel Farkas, Member-at-Large
Jim Hern, Member-at-Large***

***Gary Mayer, Member-at-Large
Mary McDermott, Member-at-Large
Kelly Mukomel, Member-at-Large
Nancy Morrison, Executive Director***

**AGREEMENT BETWEEN THE CITY OF TROY AND
TROY COMMUNITY COALITION**

This Agreement, by and between the City of Troy, 500 W. Big Beaver Road, Troy, Michigan 48084 (hereinafter referred to as the "CITY"), and the Troy Community Coalition, 4420 Livernois, Troy, Michigan 48098, a Michigan non-profit organization, (hereinafter referred to as "TCC"),

RECITALS

WHEREAS, the CITY desires to provide for a problem-solving service in an effort to prevent drug and alcohol abuse and to promote a healthy lifestyle through on-site and off-site educational and prevention programs and/or initiatives and activities that improve the quality of life for all who live or work in Troy; and

WHEREAS, the CITY desires to provide individuals with an opportunity to participate in the TCC program; and

WHEREAS, the general purpose of the TCC is to provide opportunities for mental, social and physical growth and development of individuals to prevent drug and alcohol abuse and to cope with their environment; and

NOW, THEREFORE, in consideration of the above in meeting the needs of residents of the CITY, and in consideration of the promises and mutual covenants hereinafter contained, the parties agree as follows:

TCC RESPONSIBILITIES.

1. **General Project Summary.** A general description of the community services to be provided by TCC is as follows:

A. Qualified staff of TCC shall offer and present educational and prevention programs and/or initiatives and activities to individuals, groups and families of the community, especially, but not limited to, those who are at risk for drug and alcohol abuse or who are underserved. The staff will work with individuals, youths, parents, schools and other community organizations, consistent with their professional training and licensing, to present such educational and prevention programs and/or initiatives and activities to further personal growth and development.

B. TCC shall offer programs to individuals which are designed to further the social and emotional needs of the individuals and to prevent drug and alcohol abuse.

C. TCC will continue to provide service at the current level or greater.

2. Program Description. A detailed description of each educational program and/or initiative and activity offered will be provided to the CITY, will be maintained on file at TCC, and will be available for inspection by the CITY on request.

3. Location of Facility. TCC shall provide an office or facility within the CITY. Currently, that facility is located at 4420 Livernois, Troy, Michigan 48098. The CITY shall be notified immediately of any relocation or planned relocation of the facility.

4. Service Documentation. TCC shall provide a quarterly report which may be in the form of minutes from monthly TCC Board of Directors meetings to the CITY in October, January, April and July, including but not limited to the following information:

A. Data regarding TCC's operation, including but not limited to, the number of persons serviced by TCC programs, attendance records for programs, duration of programs, etc.

B. All community and special projects undertaken by TCC.

C. Other information that the CITY may deem necessary without jeopardizing the confidentiality of the TCC clientele.

5. Fiscal Requirements. TCC shall maintain an accounting system to identify and support all expenditures, i.e., all income and expenses for which services are provided under this Agreement. The accounting system, at a minimum, shall consist of a chart of accounts, cash receipts journal, cash disbursements journal, and general ledger. All expenditures and income must be supported by vouchers and receipts that detail the reason for the transaction.

TCC shall submit to the CITY a copy of its annual budget for any fiscal year which falls within the twelve-month period covered by this Agreement. These budgets shall show the TCC budget, total expenditures, and expenditures funded and claimed to other funding sources.

TCC shall provide to the CITY a quarterly financial statement which may be in the form of Monthly Treasurer Reports as submitted to the TCC Board of Directors in October, January, April and July, including total income and expenditures for the previous three (3) months.

TCC agrees to retain at its costs all books, records or other documents relevant to this Agreement for six years after final payment.

6. Review of Programs by the City. Upon request, TCC will review with the CITY staff the programs funded by this Agreement to determine if there are appropriate educational programs and/or initiatives and activities which may be utilized by individuals, groups or families within the community.

7. Confidentiality. The use or disclosure of information concerning users of educational programs and/or initiatives and activities shall be restricted to purposes directly connected with the administration of the programs implemented by this Agreement and must be consistent with all statutory requirements.

8. Subcontracts. TCC shall not assign this Agreement or enter into any subcontracts for services under this Agreement without obtaining prior written approval of the CITY.

9. Indemnify and Hold Harmless. TCC shall indemnify, save and hold harmless the CITY, its employees, officers, and agents, and affiliated entities from any losses, damages, judgments, claims, expenses, costs, and liabilities, including attorney fees, interest and legal expenses, which may arise from or be caused directly or indirectly by any act or omission of TCC or its officers, directors, employees, agents or volunteers.

10. Insurance. TCC shall present to the CITY documentation that is satisfactory to the CITY that indicates that TCC is covered under a policy of insurance or self-insurance.

TROY'S RESPONSIBILITIES

The CITY hereby agrees to pay to TCC an amount not to exceed \$ 25,000.00 for services performed under this Agreement. Full payment shall be made by September 30, 2015.

Obligations incurred by TCC prior to or after the period covered by this Agreement shall be excluded.

MUTUAL COVENANTS

1. Cancellation of Agreement. If the CITY determines that TCC fails to comply with the conditions of this Agreement, or to fulfill its responsibility as indicated in the Agreement, or the CITY determines that the methods and techniques being utilized in accomplishing the goals of this Agreement are not acceptable or compatible with the CITY's policy, then the CITY reserves the right to cancel this Agreement by giving thirty (30) days written notice to TCC. If TCC becomes defunct, TCC will reimburse the CITY for all pre-payments based on the date of termination.

2. Employees of TCC. Representatives, employees and volunteers of TCC shall not be deemed to be employees or agents of the CITY for any purposes solely because of their participation with TCC.

3. Independent Contractors. TCC is an independent contractor, and its agents, employees, or servants are responsible for its own conduct. This Agreement is not a joint venture for the profit of either party.

4. Compliance with Laws. TCC shall be responsible for compliance with all Federal, State and City laws or ordinances. Any violation of the law or ordinance results in material breach of the Agreement.

5. Terms of Agreement. This Agreement is effective for the City of Troy's 2015/2016 fiscal year unless terminated under the provisions set forth in this Agreement.

IN WITNESS WHEREOF, the CITY and TCC have caused this Agreement to be executed by their respective authorized officers.

WITNESSES:

CITY OF TROY



Dane Slater, Mayor

Aileen Dickson, City Clerk

WITNESSES:

TROY COMMUNITY COALITION





Nancy Morrison
Executive Director



CITY COUNCIL AGENDA ITEM

September 23, 2015

To: Brian Kischnick, City Manager

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

Subject: Standard Purchasing Resolution 4: Cooperative Contract Award – Fleet Vehicles/Equipment

History

- The John Deere 190G wheeled excavator recommended for purchase is a *replacement* for the 1997 Badger wheeled excavator to be auctioned or traded-in.
- This wheeled excavator is used by the Department of Public Works Streets Division to remove concrete and asphalt from damaged road surfaces, ditching, removal of brush from storm damage, debris from open drains and storm grates.
- The wheeled excavator also has the capability of assisting the Water division in water and sewer line repairs.

Purchasing

- JDE Equipment/AIS Construction Equipment – A dealer for John Deere is one of the awarded low bidders from the State of Michigan – MiDEAL Program – Contract #071B1300116.
- The 2015 John Deere 190G wheeled excavator will have frost tooth, ditching and excavation buckets.
- Also, included in the purchase price is a 5 year/4,000 hour extended warranty on the power train and hydraulic system and operator and technician training.
- JDE Equipment/AIS Construction Equipment has offered a trade-in allowance of \$7,000.00 for the excavator
- On February 10, 2014 City Council authorized departments to utilize sites such as GovDeal.com to dispose of City owned surplus items. {Resolution #2014-02-017-J-4a} Therefore, note that the City may benefit from marketing the excavator on the GovDeal.com site for optimal trade-in value.
- See below for a picture of the 2015 John Deere 190G wheeled excavator to be purchased and the 1997 Badger wheeled excavator to be auctioned or traded in.

CITY COUNCIL AGENDA ITEM

The 2015 John Deere 190G wheeled excavator to be purchased:



The 1997 Badger wheeled excavator to be auctioned or traded-in:





CITY COUNCIL AGENDA ITEM

Financial

Funds are available in the Public Works Fleet Division Capital Account. The Project# is 20160062.

Recommendation

City management requests authorization to purchase one (1) 2015 John Deere 190G wheeled excavator with frost tooth, ditching and excavation buckets for the Public Works Department from JDE Equipment/AIS Construction Equipment, of Grand Rapids, MI, through the State of Michigan MiDEAL Program Contract #071B1300116 for an estimated total cost of \$233,216.00; less trade-in for the 1997 Badger wheeled excavator for a total of \$7,000.00 or better at time of delivery of the new excavator.



CITY COUNCIL AGENDA ITEM

Date: September 15, 2015

To: Brian Kischnick, City Manager

From: Tom Darling, Director of Financial Services
MaryBeth Murz, Purchasing Manager
Gert Paraskevin, Information Technology Director

Subject: Standard Purchasing Resolution 4 – Cooperative Contracts - Upgrade and Expansion of Disk Based Backup System

History

The City currently utilizes a disk based backup device manufactured by ExaGrid initially purchased in October 2011. This system utilizes deduplication technology resulting in an average data compression rate of 13:1. The storage capacity of the device is approximately 6.5TB of retention space and 6.5TB of landing space. Landing space is used to manage the data as it comes into the device and is also used for file restoration.

In March of 2013 an identical unit was purchased in conjunction with the upgrade and implementation of Microsoft Exchange 2013. At that time we had anticipated an increase in disk storage usage and therefore an increase in backup capacity requirements. We were already nearing capacity on the ExaGrid and the increase did in fact happen but at a rate much higher than initially expected. We are currently utilizing approximately 14TB of storage space. This represents capacity of the retention space on both devices and we are now infringing on our landing space. The result is a negative effect on performance of the backup system, and has required us to reduce the retention period. We currently only retain about 3 months' worth of data. Ideally we would like to increase that to 13 months.

An analysis of our backup storage identifies that we more than doubled our backup requirements in the past two and a half years. We consumed approximately 7.5TB of additional space during that time, which translates to about 3TB per year. Assuming that rate of growth will continue and most likely at an ever increasing rate it is clear additional storage is required.

We have been very happy with the ExaGrid product line and the support they have provided. CDW-G, our current cooperative NIPA contract vendor, can provide replacement options. The ExaGrid model EX32000SEC is recommended; which is a 63TB capacity device with encrypted drives for an estimated cost of \$38,000.00 less \$4,000.00 for trade in of existing devices. The EX32000SEC can be divided into a 20TB landing space and 43TB retention space allowing for expanded retention periods and enough capacity to last many years.



CITY COUNCIL AGENDA ITEM

Purchasing

In 2008, City Council approved a blanket resolution for the use of the NIPA; National Intergovernmental Purchasing Alliance, (Resolution #2008-03-086-F-4c). The City is proposing to purchase a backup device and associated maintenance from CDW-G based on a cooperative contract through NIPA Contract #130733.

Financial

Funds are available in the Information Technology capital budget for the 2015/2016 fiscal year and designated as project number 20160003. Future maintenance will be funded by the Information Technology operating budget.

Recommendation

City Management requests authorization to purchase an ExaGrid EX32000SEC encrypted disk backup system for \$38,000.00 less \$4,000.00 for trade in of existing devices and 3 years of maintenance for \$15,000.00 from CDW-G as per the NIPA Cooperative Contract #130733 for an estimated total cost of \$49,000.00. Maintenance will continue to be approximately \$5,000.00 per year after the initial 3 years.



CITY COUNCIL AGENDA ITEM

Date: September 11, 2015

To: Brian Kischnick, City Manager

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

Subject: Request for Acceptance of Five Permanent Easements from Sterling Construction, Inc.
Sidwell #88-20-10-477-050 & 051

History

As part of the redevelopment of two residential parcels located in the southeast $\frac{1}{4}$ of Section 10, at the northeast corner of Long Lake and Somerton roads, the Engineering department received five permanent easements for sanitary sewers, public utilities, storm sewers and surface drainage, and sidewalks from Sterling Construction, Inc., owner of the property having Sidwell #88-20-10-477-050 & 051.

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

Financial

The consideration amount on each document is \$1.00.

Recommendation

City Management recommends that City Council accept the attached permanent easements consistent with our policy of accepting easements for development and improvement purposes.



333 0 167 333Feet



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

PERMANENT EASEMENT

Sidwell #88-20-10-477-050 (part of)

Sterling Construction, Inc., a Michigan corporation, Grantor(s), whose address is 1612 Muer, Troy, MI 48084 for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the CITY OF TROY, a Michigan Municipal Corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, grants to the Grantee the right to construct, operate, maintain, repair and/or replace **sanitary sewers & public utilities**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

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

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

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

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

IN WITNESS WHEREOF, the undersigned hereunto affixed his signature(s) this 24th day of March A.D. 2015.

In presence of:
WITNESS (not required)

Sterling Construction, Inc.
a Michigan corporation

By Safet Stafa (L.S.)
* Safet Stafa
Its President

STATE OF MICHIGAN
COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 24th day of March, 2015, by Safet Stafa, President of Sterling Construction, Inc., a Michigan corporation, on behalf of the corporation.

JANET M PARSONS
Notary Public, State of Michigan
County of Oakland
My Commission Expires 10-14-2016
Acting in the County of _____

Janet M Parsons
*
Notary Public, Oakland County, Michigan
My Commission Expires 10-14-16
Acting in Oakland County, Michigan

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

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

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

Exhibit A

EASEMENT

A EASEMENT FOR SANITARY SEWER AND PUBLIC UTILITIES, PART OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, IS DESCRIBED AS: THE SOUTH TWENTY (20) FEET OF THE WEST TWENTY-TWO (22) FEET OF THE FOLLOWING DESCRIBED PROPERTY: THE SOUTH 106 FEET OF THE NORTH 171 FEET OF LOT 47, "CRYSTAL SPRINGS SUB."; PART OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 28, PAGE 23, OAKLAND COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 47; THENCE ALONG THE EAST LINE OF SAID LOT 47 SOUTH 00 DEGREES 19 MINUTES 55 SECONDS EAST (DUE SOUTH RECORD) 65.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EAST LINE OF SAID LOT 47 SOUTH 00 DEGREES 19 MINUTES 55 SECONDS EAST (DUE SOUTH RECORD) 106.00 FEET; THENCE DUE WEST 132.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 47; THENCE ALONG THE WEST LINE OF SAID LOT 47 NORTH 00 DEGREES 19 MINUTES 55 SECONDS WEST (DUE NORTH RECORD) 106.00 FEET; THENCE DUE EAST 132.00 FEET TO THE POINT OF BEGINNING.

PERMANENT EASEMENT

Sidwell #88-20-10-477-050 (part of)

Sterling Construction, Inc., a Michigan corporation, Grantor(s), whose address is 1612 Muer, Troy, MI 48084 for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the CITY OF TROY, a Michigan Municipal Corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, grants to the Grantee the right to construct, operate, maintain, repair and/or replace **public utilities, storm sewers & surface drainage**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

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

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

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

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

IN WITNESS WHEREOF, the undersigned hereunto affixed his signature(s) this 24 day of March A.D. 2015.

In presence of:
WITNESS (not required)

Sterling Construction, Inc.
a Michigan corporation

By [Signature] (L.S.)
* Safet Stafa
Its President

STATE OF MICHIGAN
COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 24th day of March, 2015, by Safet Stafa, President of Sterling Construction, Inc., a Michigan corporation, on behalf of the corporation.

JANET M PARSONS
Notary Public, State of Michigan
County of Oakland
My Commission Expires 10-14-2016
Acting in the County of _____

[Signature]
Notary Public, Oakland County, Michigan
My Commission Expires 10-14-16
Acting in Oakland County, Michigan

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

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

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

Exhibit A

EASEMENT

A EASEMENT FOR STORM SEWER, SURFACE DRAINAGE AND PUBLIC UTILITIES, PART OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, IS DESCRIBED AS: THE SOUTH THIRTEEN (13) FEET OF THE EAST SIXTEEN (16) FEET OF THE FOLLOWING DESCRIBED PROPERTY: THE SOUTH 106 FEET OF THE NORTH 171 FEET OF LOT 47, "CRYSTAL SPRINGS SUB.", PART OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 28, PAGE 23, OAKLAND COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 47; THENCE ALONG THE EAST LINE OF SAID LOT 47 SOUTH 00 DEGREES 19 MINUTES 55 SECONDS EAST (DUE SOUTH RECORD) 65.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EAST LINE OF SAID LOT 47 SOUTH 00 DEGREES 19 MINUTES 55 SECONDS EAST (DUE SOUTH RECORD) 106.00 FEET; THENCE DUE WEST 132.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 47; THENCE ALONG THE WEST LINE OF SAID LOT 47 NORTH 00 DEGREES 19 MINUTES 55 SECONDS WEST (DUE NORTH RECORD) 106.00 FEET; THENCE DUE EAST 132.00 FEET TO THE POINT OF BEGINNING.

PERMANENT EASEMENT

Sidwell #88-20-10-477-051 (part of)

Sterling Construction, Inc., a Michigan corporation, Grantor(s), whose address is 1612 Muer, Troy, MI 48084 for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the CITY OF TROY, a Michigan Municipal Corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, grants to the Grantee the right to construct, operate, maintain, repair and/or replace **sanitary sewers & public utilities**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

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

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

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

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

IN WITNESS WHEREOF, the undersigned hereunto affixed his signature(s) this 24th day of March A.D. 2015.

In presence of:
WITNESS (not required)

Sterling Construction, Inc.
a Michigan corporation

By [Signature] (L.S.)
* Safet Stafa
Its President

STATE OF MICHIGAN
COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 24th day of March, 2015, by Safet Stafa, President of Sterling Construction, Inc., a Michigan corporation, on behalf of the corporation.

JANET M PARSONS
Notary Public, State of Michigan
County of Oakland
My Commission Expires 10-14-2016
Acting in the County of _____

[Signature]
Notary Public, Oakland County, Michigan
My Commission Expires 10-14-16
Acting in Oakland County, Michigan

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

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

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

Exhibit A

EASEMENT

A TWENTY-TWO (22) FEET WIDE EASEMENT FOR SANITARY SEWER AND PUBLIC UTILITIES, PART OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, IS DESCRIBED AS: THE WEST TWENTY-TWO (22) FEET OF THE FOLLOWING DESCRIBED PROPERTY: LOT 47, EXCEPT THE NORTH 171 FEET, ALSO EXCEPT THE SOUTH 27 FEET TAKEN FOR ROAD, OF "CRYSTAL SPRINGS SUB.", PART OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 28, PAGE 23, OAKLAND COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 47; THENCE ALONG THE EAST LINE OF SAID LOT 47 SOUTH 00 DEGREES 19 MINUTES 55 SECONDS EAST (DUE SOUTH RECORD) 171 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EAST LINE OF SAID LOT 47 SOUTH 00 DEGREES 19 MINUTES 55 SECONDS EAST (DUE SOUTH RECORD) 130.22 FEET TO THE NORTH RIGHT OF WAY LINE OF EAST LONG LAKE ROAD (120 FEET WIDE); THENCE DUE WEST 132.00 FEET ALONG SAID NORTH LINE OF EAST LONG LAKE ROAD TO A POINT ON THE WEST LINE OF SAID LOT 47; THENCE ALONG THE WEST LINE OF SAID LOT 47 NORTH 00 DEGREES 19 MINUTES 55 SECONDS WEST (DUE NORTH RECORD) 130.22 FEET; THENCE DUE EAST 132.00 FEET TO THE POINT OF BEGINNING.

PERMANENT EASEMENT

Sidwell #88-20-10-477-051 (part of)

Sterling Construction, Inc., a Michigan corporation, Grantor(s), whose address is 1612 Muer, Troy, MI 48084 for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the CITY OF TROY, a Michigan Municipal Corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, grants to the Grantee the right to construct, operate, maintain, repair and/or replace sanitary sewers, public utilities and sidewalks, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

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

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

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

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

IN WITNESS WHEREOF, the undersigned hereunto affixed his signature(s) this 24th day of March A.D. 2015.

In presence of:
WITNESS (not required)

Sterling Construction, Inc.
a Michigan corporation

By [Signature] (L.S.)
* Safet Stafa
Its President

STATE OF MICHIGAN
COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 24th day of March, 2015, by Safet Stafa, President of Sterling Construction, Inc., a Michigan corporation, on behalf of the corporation.

JANET M PARSONS
Notary Public, State of Michigan
County of Oakland
My Commission Expires 10-14-2016
Acting in the County of

[Signature]
Notary Public, Oakland County, Michigan
My Commission Expires 10-14-16
Acting in Oakland County, Michigan

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

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

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

Exhibit A

EASEMENT

A TEN (10) FEET WIDE EASEMENT FOR SANITARY SEWER, SIDEWALK, AND PUBLIC UTILITIES, PART OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, IS DESCRIBED AS: THE SOUTH TEN (10) FEET OF THE FOLLOWING DESCRIBED PROPERTY: LOT 47, EXCEPT THE NORTH 171 FEET, ALSO EXCEPT THE SOUTH 27 FEET TAKEN FOR ROAD, OF "CRYSTAL SPRINGS SUB.", PART OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 28, PAGE 23, OAKLAND COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 47; THENCE ALONG THE EAST LINE OF SAID LOT 47 SOUTH 00 DEGREES 19 MINUTES 55 SECONDS EAST (DUE SOUTH RECORD) 171 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EAST LINE OF SAID LOT 47 SOUTH 00 DEGREES 19 MINUTES 55 SECONDS EAST (DUE SOUTH RECORD) 130.22 FEET TO THE NORTH RIGHT OF WAY LINE OF EAST LONG LAKE ROAD (120 FEET WIDE); THENCE DUE WEST 132.00 FEET ALONG SAID NORTH LINE OF EAST LONG LAKE ROAD TO A POINT ON THE WEST LINE OF SAID LOT 47; THENCE ALONG THE WEST LINE OF SAID LOT 47 NORTH 00 DEGREES 19 MINUTES 55 SECONDS WEST (DUE NORTH RECORD) 130.22 FEET; THENCE DUE EAST 132.00 FEET TO THE POINT OF BEGINNING.

PERMANENT EASEMENT

Sidwell #88-20-10-477-051 (part of)

Sterling Construction, Inc., a Michigan corporation, Grantor(s), whose address is 1612 Muer, Troy, MI 48084 for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the CITY OF TROY, a Michigan Municipal Corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, grants to the Grantee the right to construct, operate, maintain, repair and/or replace **storm sewers, surface drainage & public utilities**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

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

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

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

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

IN WITNESS WHEREOF, the undersigned hereunto affixed his signature(s) this 24th day of March A.D. 2015.

In presence of:
WITNESS (not required)

Sterling Construction, Inc.
a Michigan corporation

By Safet Stafa (L.S.)
Safet Stafa
Its President

STATE OF MICHIGAN
COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 24th day of March, 2015, by Safet Stafa, President of Sterling Construction, Inc., a Michigan corporation, on behalf of the corporation.

JANET M PARSONS
Notary Public, State of Michigan
County of Oakland
My Commission Expires 10-14-2018
Acting in the County of _____

Janet M Parsons
Notary Public, Oakland County, Michigan
My Commission Expires 10-14-16
Acting in Oakland County, Michigan

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

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

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

Exhibit A

EASEMENT

A SIXTEEN (16) FEET WIDE EASEMENT FOR STORM SEWER, SURFACE DRAINAGE AND PUBLIC UTILITIES, PART OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, IS DESCRIBED AS: THE EAST SIXTEEN (16) FEET OF THE FOLLOWING DESCRIBED PROPERTY: LOT 47, EXCEPT THE NORTH 171 FEET, ALSO EXCEPT THE SOUTH 27 FEET TAKEN FOR ROAD, OF "CRYSTAL SPRINGS SUB.", PART OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 28, PAGE 23, OAKLAND COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 47; THENCE ALONG THE EAST LINE OF SAID LOT 47 SOUTH 00 DEGREES 19 MINUTES 55 SECONDS EAST (DUE SOUTH RECORD) 171 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EAST LINE OF SAID LOT 47 SOUTH 00 DEGREES 19 MINUTES 55 SECONDS EAST (DUE SOUTH RECORD) 130.22 FEET TO THE NORTH RIGHT OF WAY LINE OF EAST LONG LAKE ROAD (120 FEET WIDE); THENCE DUE WEST 132.00 FEET ALONG SAID NORTH LINE OF EAST LONG LAKE ROAD TO A POINT ON THE WEST LINE OF SAID LOT 47; THENCE ALONG THE WEST LINE OF SAID LOT 47 NORTH 00 DEGREES 19 MINUTES 55 SECONDS WEST (DUE NORTH RECORD) 130.22 FEET; THENCE DUE EAST 132.00 FEET TO THE POINT OF BEGINNING.



CITY COUNCIL AGENDA ITEM

Date: September 11, 2015

To: Brian Kischnick, City Manager

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

Subject: Request for Acceptance of a Permanent Easement from Daniel V. and Joanna F. Pap
Sidwell #88-20-21-101-010

History

As part of the redevelopment of a residential parcel located in the northwest $\frac{1}{4}$ of Section 21, east of Crooks Road, the Engineering department received a permanent easement for sanitary sewer from Daniel V. Pap and Joanna F. Pap, owners of the property having Sidwell #88-20-21-101-010.

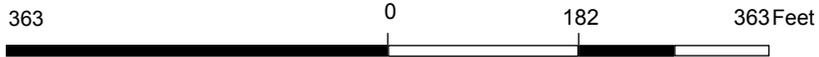
The format and content of this easement is consistent with conveyance documents previously accepted by City Council.

Financial

The consideration amount on this document is \$1.00.

Recommendation

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



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

PERMANENT EASEMENT

Sidwell #88-20-21-101-010 (pt of)
Resolution #

Daniel V. Pap and Joanna F. Pap, husband and wife, Grantors, whose address is 850 Barilane, Troy, MI 48084, for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grants to the Grantee the right to construct, operate, maintain, repair and/or replace **sanitary sewers**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

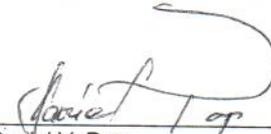
SEE "EXHIBIT A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

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

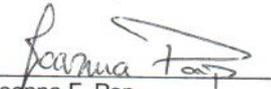
The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

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

IN WITNESS WHEREOF, the undersigned hereunto affixed 2 signature(s) this 10th day of September A.D. 2015.



Daniel V. Pap (LS)

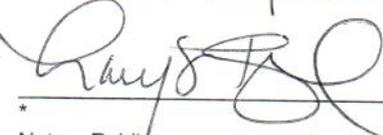


Joanna F. Pap (LS)

STATE OF MICHIGAN)
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 10th day of September, 2015, by Daniel V. Pap and Joanna F. Pap, husband and wife.

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



*
Notary Public, _____ County, Michigan
My Commission Expires _____
Acting in _____ County, Michigan

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

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

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

EXHIBIT "A"

SKETCH OF SANITARY SEWER EASEMENT

LEGAL DESCRIPTION - 15 FOOT WIDE SANITARY SEWER EASEMENT:

A 15 foot wide sanitary sewer easement over land in the Northwest 1/4 of Section 21, T.2N., R.11E., City of Troy, Oakland County, Michigan; Being more particularly described as: Commencing at the Northwest Corner of said Section 21; thence S88°58'30"E, 1109.10 feet along the north line of Section 21; thence S01°10'29"W, 1150.72 feet to the north line of "Sapphire Estates Subdivision" (as recorded in Liber 221, Pages 5-8 of plats); thence along said north line N88°57'48"W, 350.21 feet to east line of Huron Drive (60 feet wide - public); thence along the northerly extension of said east line N01°11'55"E, 120.36 feet; thence 31.21 feet along the arc of a curve to the right, having a radius of 60.00 feet, and a chord bearing N16°05'58"E 30.86 feet; thence 81.79 feet along the arc of a curve to the left, having a radius of 60.00 feet, and a chord bearing N08°03'10"W 75.61 feet to the POINT OF BEGINNING;

thence continuing 17.97 feet along the arc of a curve to the left, having a radius of 60.00 feet, and a chord bearing N55°41'35"W 17.91 feet;

thence N01°11'49"E, 156.89 feet;

thence S88°58'30"E, 15.00 feet;

thence S01°11'49"W, 166.71 feet to the POINT OF BEGINNING; containing ±2,419 square feet of land, more or less.

LEGAL DESCRIPTION - 15 FOOT WIDE OFF-SITE SANITARY SEWER EASEMENT:

A 15 foot wide sanitary sewer easement over part of tax parcel number 20-21-101-010, land in the Northwest 1/4 of Section 21, T.2N., R.11E., City of Troy, Oakland County, Michigan; Being more particularly described as: Commencing at the Northwest Corner of said Section 21; thence S88°58'30"E, 1109.10 feet along the north line of Section 21; thence S01°10'29"W, 1150.72 feet to the north line of "Sapphire Estates Subdivision" (as recorded in Liber 221, Pages 5-8 of plats); thence along said north line N88°57'48"W, 350.21 feet to east line of Huron Drive (60 feet wide - public); thence along the northerly extension of said east line N01°11'55"E, 120.36 feet; thence 31.21 feet along the arc of a curve to the right, having a radius of 60.00 feet, and a chord bearing N16°05'58"E 30.86 feet; thence 81.79 feet along the arc of a curve to the left, having a radius of 60.00 feet, and a chord bearing N08°03'10"W 75.61 feet; thence N01°11'49"E, 166.71 feet non-tangent to said curve to the south line of tax parcel number 20-21-101-010 and the POINT OF BEGINNING;

thence continuing along said south line N88°58'30"W, 15.00 feet;

thence N01°11'49"E, 17.52 feet;

thence S88°48'11"E, 15.00 feet;

thence S01°11'49"W, 17.48 feet to the aforementioned south line and the POINT OF BEGINNING; containing ±263 square feet of land, more or less.

PROFESSIONAL
ENGINEERING
ASSOCIATES

2430 Rochester Ct. Suite 100
Troy, MI 48063-1872
(248) 689-9090

CLIENT:
MONDRIAN PROPERTIES
50215 SCHOENHERR
SHELBY TWP., MI., 48315

SCALE: NO SCALE

JOB No: 2013213

DATE: 6-24-14

DWG. No: 3 of 3

NW CORNER SEC. 21
T.2N., R.11E.
(L.17038, P.716)

SKETCH OF ~~REDACTED~~ SANITARY SEWER EASEMENT

NORTH LINE OF SECTION 21

WATTLES ROAD

(120' WIDE - PUBLIC)

(C1) ARC = 31.21'
RADIUS = 60.00'
DELTA = 29°48'06"
CHORD = 30.86'
CH. BRG. = N16°05'58"E

(C2) ARC = 81.79'
RADIUS = 60.00'
DELTA = 78°06'40"
CHORD = 75.61'
CH. BRG. = N08°03'10"W



NORTH 1/4 CORNER
SEC. 21 T.2N., R.11E.
(L.17038, P.720)

CROOKS ROAD
(VARIABLE WIDTH - PUBLIC)

WEST LINE OF SECTION 21

NW CORNER
OF SAPPHIRE
ESTATES

WEST 1/4 CORNER
SEC. 21 T.2N., R.11E.
(L.17038, P.718)

CLIENT:
MONDRIAN PROPERTIES
50215 SCHOENHERR
SHELBY TWP., MI., 48315

SCALE: 1" = 100'

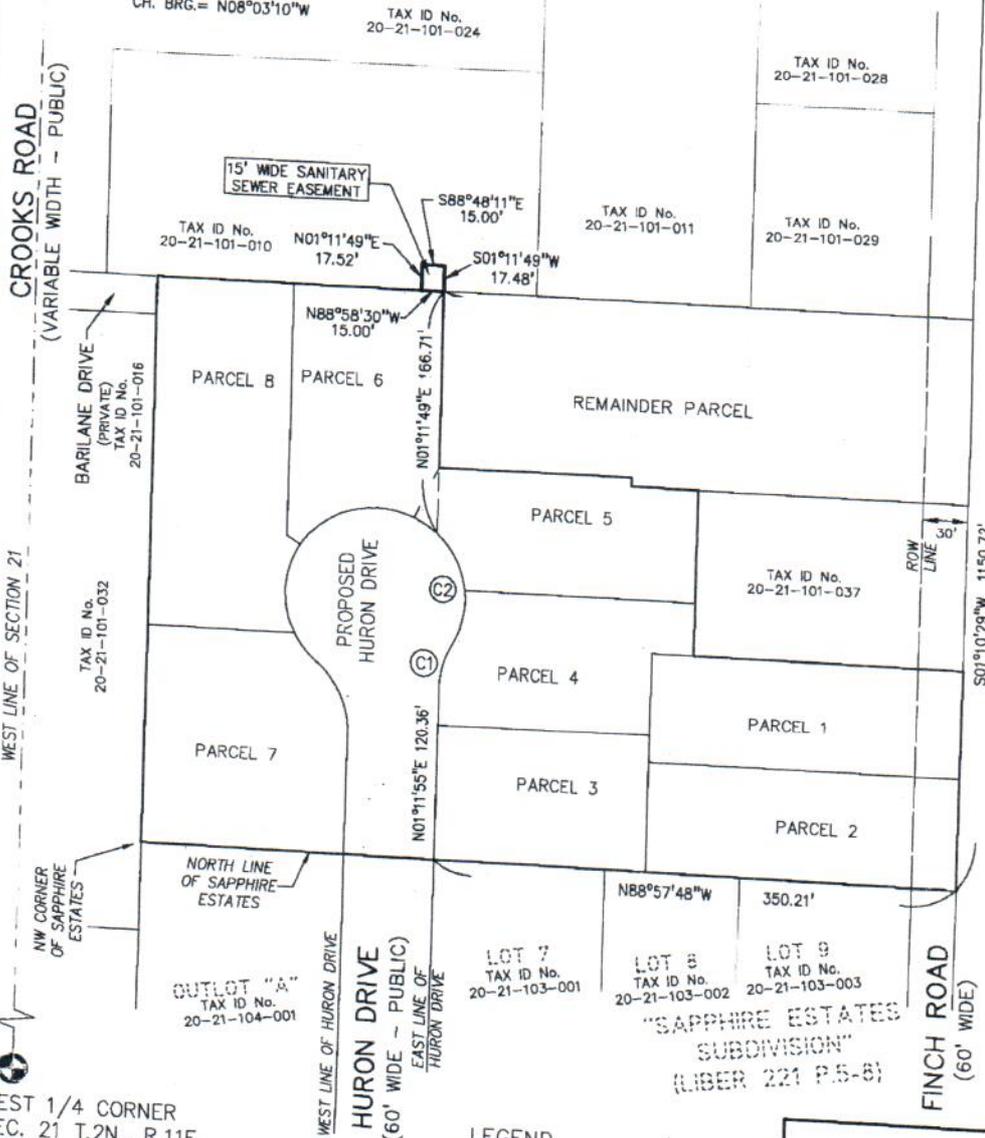
DATE: 6-24-14

JOB No: 2013213

DWG. No: 2 of 3

PROFESSIONAL
ENGINEERING
ASSOCIATES
2430 Rochester Ct. Suite 100
Troy, MI 48063-1872
(248) 689-9090

S:\PROJECTS\2013\2013213 FINCH ROAD_TROY - jbt\SURVEY-DEPT\13213BND\dwg\13213-SAN ESMT.dwg; DLC



LEGEND
SECTION CORNER FOUND





CITY COUNCIL AGENDA ITEM

Date: September 11, 2015

To: Brian Kischnick, City Manager

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

Subject: Request for Acceptance of Five Permanent Easements and Two Warranty Deeds from BB Investments, LLC – Sidwell #88-20-20-103-001 to 012

History

As part of the new Poppleton Ridge Site Condominium development in the northwest ¼ of Section 20, at Big Beaver and Brooklawn roads, the Engineering department has received five permanent easement for water mains, non-access greenbelt and landscaping, public utilities, storm sewer and surface drainage, and signage as well as two warranty deeds for right-of way and a storm water detention area from BB Investments, LLC owner of the property having Sidwell #88-20-20-103-001 to 012.

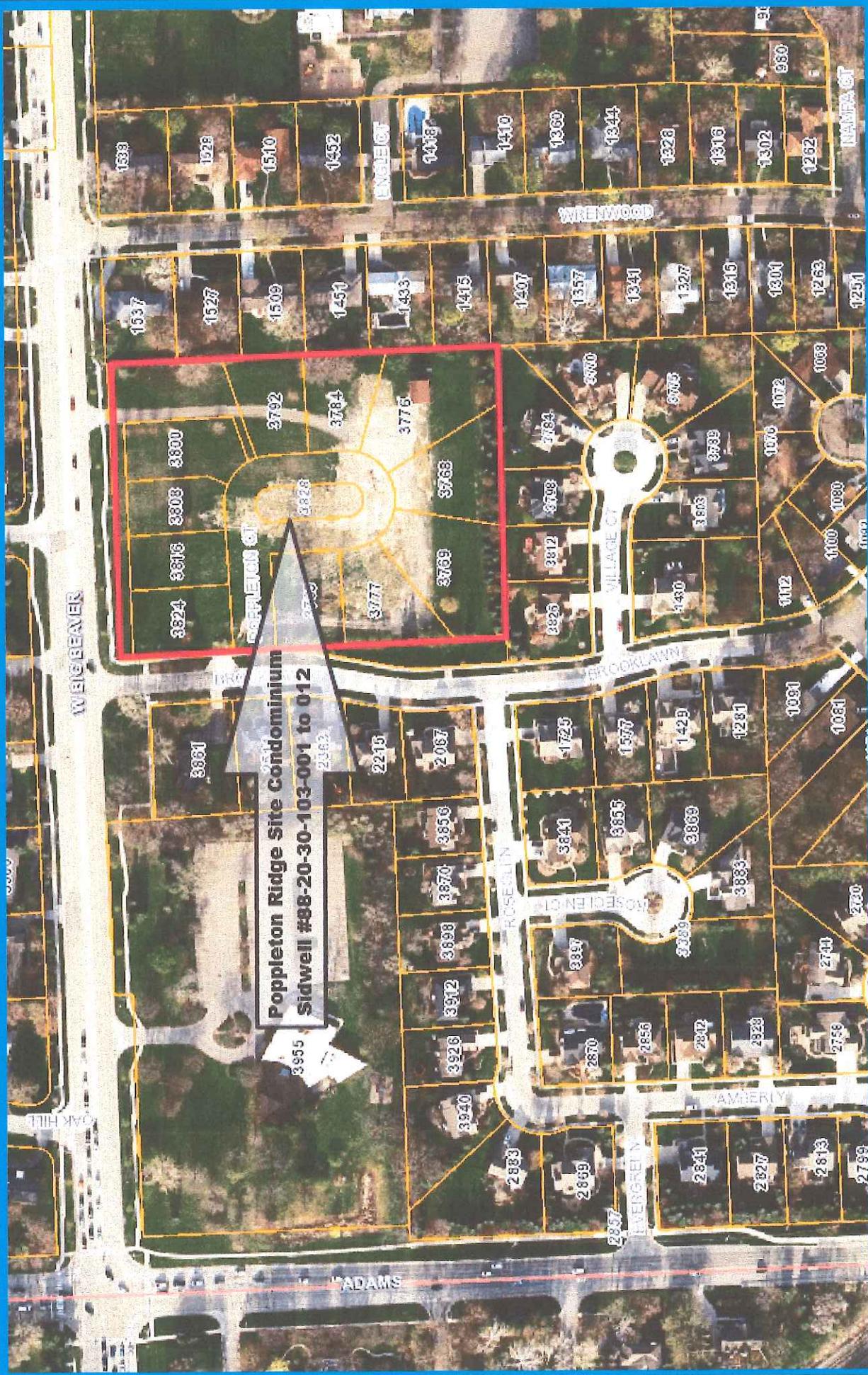
The format and content of these easements and warranty deeds is consistent with conveyance documents previously accepted by City Council.

Financial

The consideration amount on each document is \$1.00

Recommendation

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



**Poppleton Ridge Site Condominium
Sidwell #88-20-30-103-001 to 012**



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

PERMANENT EASEMENT

103-001 to 012
Sidwell #88-20-30-102-035 (pt of)

BB INVESTMENTS, LLC, a Michigan limited liability company, Grantor(s), whose address is 4881 Riverchase, Troy, MI 48098 in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the CITY OF TROY, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084, grants to the Grantee the right to construct, operate, maintain, repair and/or replace a water main, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

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

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

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

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

IN WITNESS WHEREOF, the undersigned hereunto affixed 1 signature(s) this 10 day of Sept A.D. 2015

BB INVESTMENTS, LLC, a Michigan limited liability company

By [Signature] (L.S.)
* Joseph P. Cracchiolo
It's Manager

STATE OF MICHIGAN
COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 10th day of September, 2015 by Joseph P. Cracchiolo, Manager of BB INVESTMENTS, LLC, a Michigan limited liability company, on behalf of the company.

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

[Signature]
*
Notary Public, _____ County, Michigan
My Commission Expires _____
Acting in _____ County, Michigan

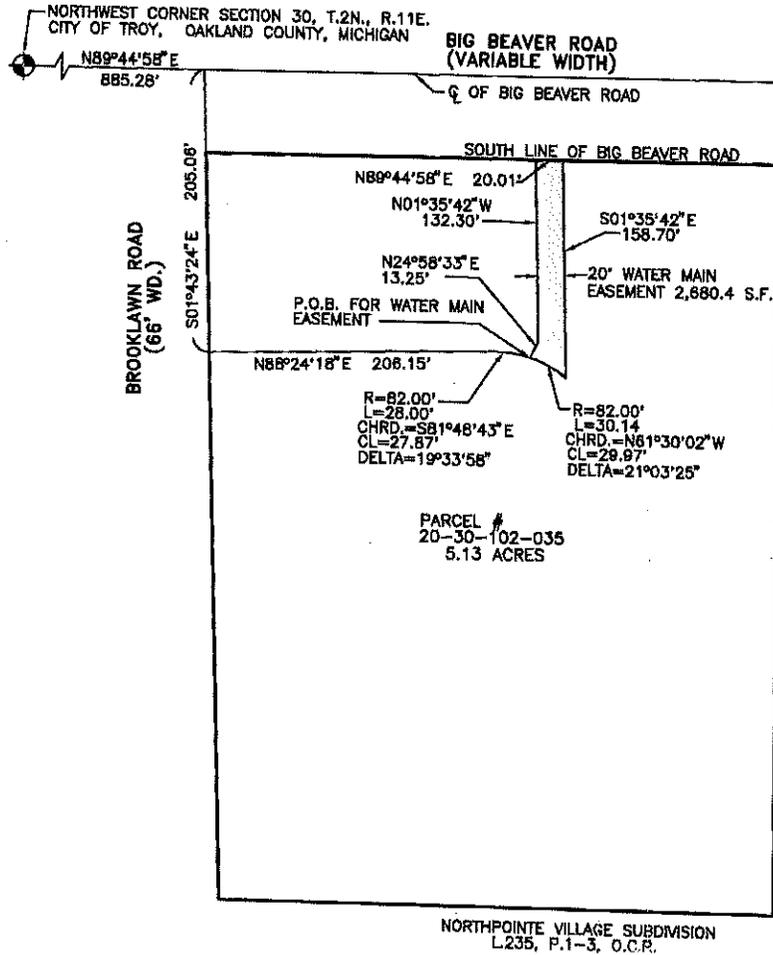
Prepared by: Larysa Figol
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

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

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

EXHIBIT "A"

WATER MAIN EASEMENT

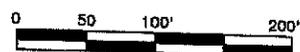


N

JOHN F. ENGLEHARDT SUB.
L.76, P.39, O.C.R.

WATER MAIN EASEMENT DESCRIPTION

A VARIABLE WIDTH EASEMENT FOR WATER MAIN LOCATED IN THE NORTHWEST 1/4 OF SECTION 30, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 30, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, THENCE N89°44'58" E 885.28 FEET ALONG THE NORTH LINE OF SAID SECTION 30 AND THE CENTERLINE OF BIG BEAVER ROAD (VARIABLE WIDTH); THENCE S01°43'24" E 205.08 FEET; THENCE N89°24'18" E 206.15 FEET; THENCE 28.00 FEET ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 82.00 FEET, A DELTA OF 19°33'58" AND A CHORD OF S81°48'43" E 27.87 FEET TO THE POINT OF BEGINNING. THENCE N24°58'33" E 13.25 FEET; THENCE N01°35'42" W 132.30 FEET; THENCE N89°44'58" E 20.01 FEET; THENCE S01°35'42" E 158.70 FEET; THENCE 30.14 FEET ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 82.00 FEET, A DELTA OF 21°03'25" AND A CHORD OF N81°30'02" W 28.97 FEET TO THE POINT OF BEGINNING, CONTAINING 3,080.6 S.F. OF LAND, MORE OR LESS, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS, RECORDED OR OTHERWISE.



Fenn & Associates, Inc. Land Surveying and Civil Engineering
 14933 Commercial Drive, Shelby Township, MI 48315
 Phone: 586 254-4377 Fax: 586 251-0020 www.fennsurveying.com

WATER MAIN EASEMENT EXHIBIT POPPLETON RIDGE PART OF THE NW. 1/4 OF SEC. 30 CITY OF TROY, OAKLAND COUNTY, MICHIGAN	CLIENT: BB INVESTMENTS LLC	
	DATE: 7-23-14	JOB NO.: C11-004
	SCALE: 1" = 100'	
	FIELD BY: NONE	CHECKED: J.J.S., P.E.
	DRAWN: MAS	SHEET: 1 OF 1

PERMANENT EASEMENT

Sidwell #88-20-30-10~~2035~~^{2001 to 012} (pt of)

BB INVESTMENTS, LLC, a Michigan limited liability company, Grantor(s), whose address is 4881 Riverchase, Troy, MI 48098 in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the CITY OF TROY, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084, grants to the Grantee the right to construct, operate, maintain, repair and/or replace non-access greenbelt and landscaping, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

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

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

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

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

IN WITNESS WHEREOF, the undersigned hereunto affixed 1 signature(s) this 10 day of Sept A.D. 2014⁵

BB INVESTMENTS, LLC, a Michigan limited liability company

By Joseph P. Cracchiolo (L.S.)
* Joseph P. Cracchiolo
It's Manager

STATE OF MICHIGAN)
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 10th day of September, 2014⁵ by Joseph P. Cracchiolo, Manager of BB INVESTMENTS, LLC, a Michigan limited liability company, on behalf of the company.

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

Larysa Figol
*
Notary Public, _____ County, Michigan
My Commission Expires _____
Acting in _____ County, Michigan

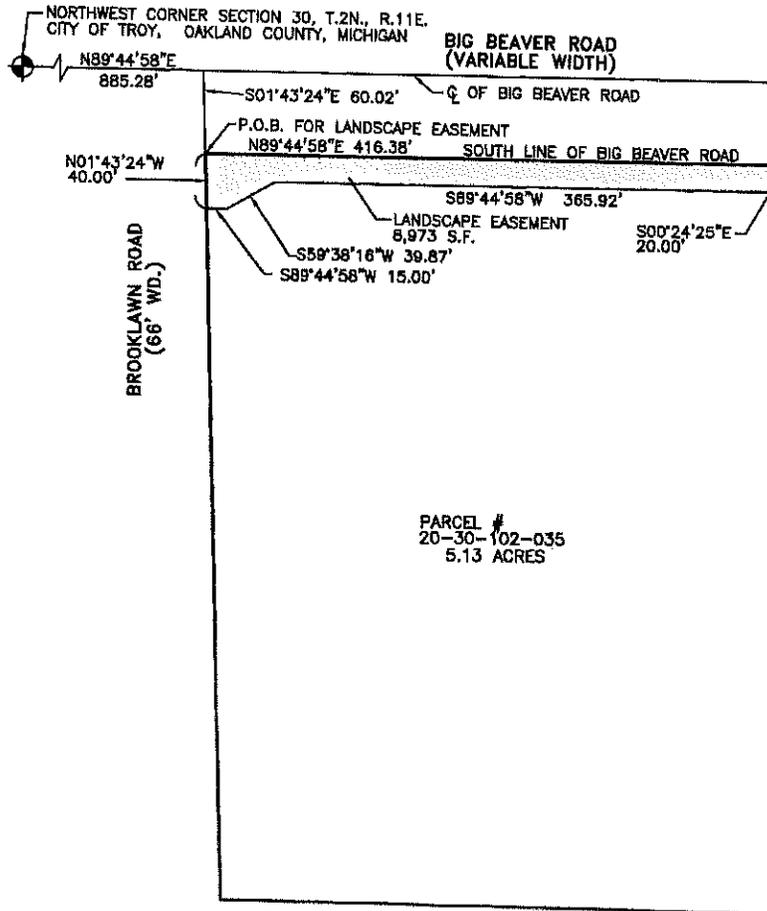
Prepared by: Larysa Figol
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

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

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

EXHIBIT "A"

LANDSCAPE EASEMENT



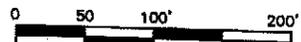
PARCEL #
20-30-102-035
5.13 ACRES

JOHN F. ENGLEHARDT SUB.
L.76, P.39, O.C.R.

NORTHPOINTE VILLAGE SUBDIVISION
L.235, P.1-3, O.C.R.

LANDSCAPE EASEMENT DESCRIPTION

A VARIABLE WIDTH EASEMENT FOR LANDSCAPING LOCATED IN THE NORTHWEST 1/4 OF SECTION 30, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN. COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 30, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, THENCE N89°44'58"E 885.28 FEET ALONG THE NORTH LINE OF SAID SECTION 30 AND THE CENTERLINE OF BIG BEAVER ROAD (VARIABLE WIDTH); THENCE S01°43'24"E 60.02 FEET TO THE SOUTH LINE OF BIG BEAVER ROAD (VARIABLE WIDTH) AND THE POINT OF BEGINNING. THENCE N89°44'58"E ALONG SAID SOUTH LINE 416.38 FEET TO THE WEST LINE OF "JOHN F. ENGLEHARDT SUBDIVISION", AS RECORDED IN LIBER 78 OF PLATS, PAGE 39, OAKLAND COUNTY RECORDS; THENCE S00°24'25"E ALONG SAID WEST LINE 20.00 FEET; THENCE S89°44'58"W 365.92 FEET; THENCE S59°38'16"W 39.87 FEET; THENCE S89°44'58"W 15.00 FEET; THENCE N01°43'24"W 40.00 FEET TO THE POINT OF BEGINNING, CONTAINING 8,973 S.F. OF LAND, MORE OR LESS, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS, RECORDED OR OTHERWISE.



Fenn & Associates, Inc. Land Surveying and Civil Engineering
14933 Commercial Drive, Shelby Township, MI 48315
Phone 586-254-9577 Fax 586-254-9020 www.fennsurveying.com

LANDSCAPE EASEMENT EXHIBIT POPPLETON RIDGE PART OF THE NW. 1/4 OF SEC. 30 CITY OF TROY, OAKLAND COUNTY, MICHIGAN	CLIENT: BB INVESTMENTS LLC	
	DATE 6-26-14	JOB NO. C11-004
	SCALE 1" = 100'	
	FIELD BY NONE	CHECKED J.J.S., P.E.
	DRAWN MAS	SHEET 1 OF 1

PERMANENT EASEMENT

Sidwell #88-20-30-10^{001 to 012}~~025~~ (pt of)

BB INVESTMENTS, LLC, a Michigan limited liability company, Grantor(s), whose address is 4881 Riverchase, Troy, MI 48098 in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the CITY OF TROY, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, grants to the Grantee the right to construct, operate, maintain, repair and/or replace public utilities, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

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

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

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

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

IN WITNESS WHEREOF, the undersigned hereunto affixed 1 signature(s) this 10 day of Sept A.D. 2011.5

BB INVESTMENTS, LLC, a Michigan limited liability company

By Joseph P. Cracchiolo (L.S.)
* Joseph P. Cracchiolo
It's Manager

STATE OF MICHIGAN)
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 10th day of September, 2011.5 by Joseph P. Cracchiolo, Manager of BB INVESTMENTS, LLC, a Michigan limited liability company, on behalf of the company.

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

Larysa Figol
*
Notary Public, _____ County, Michigan
My Commission Expires _____
Acting in _____ County, Michigan

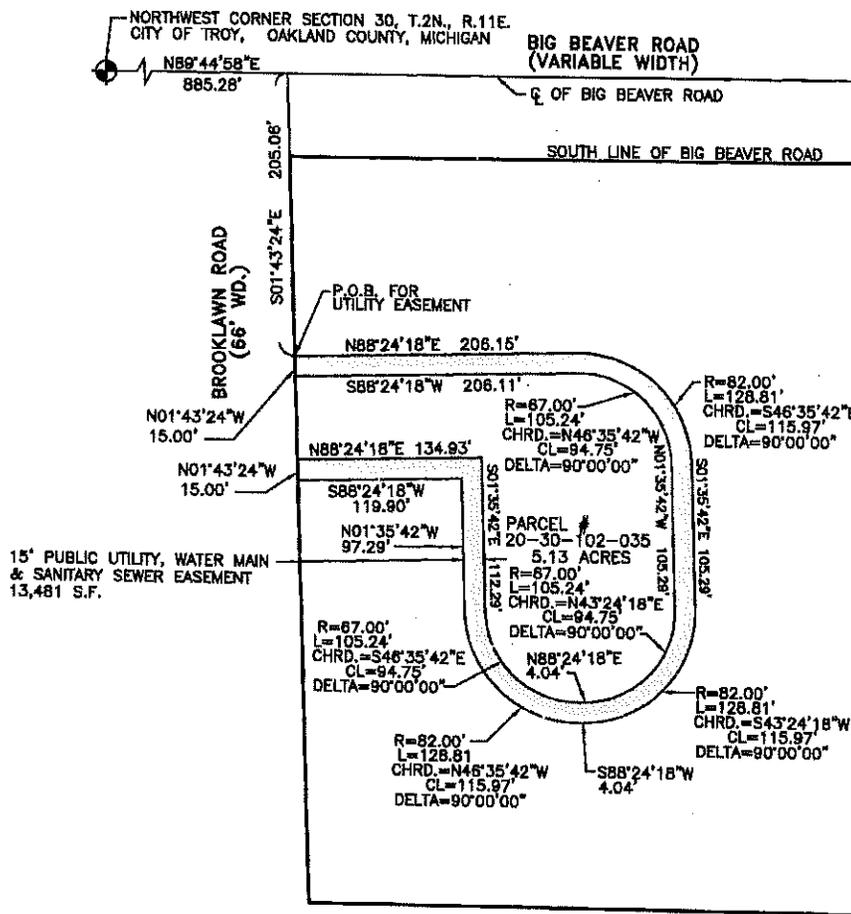
Prepared by: Larysa Figol
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

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

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

EXHIBIT "A"

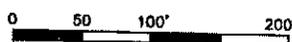
PUBLIC UTILITY EASEMENT



JOHN F. ENGLEHARDT SUB.
 L.76, P.39, O.C.R.

PUBLIC UTILITY EASEMENT DESCRIPTION

A 15 FOOT WIDE EASEMENT FOR PUBLIC UTILITY LOCATED IN THE NORTHWEST 1/4 OF SECTION 30, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN. COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 30, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, THENCE N89°44'58"E 885.28 FEET ALONG THE NORTH LINE OF SAID SECTION 30 AND THE CENTERLINE OF BIG BEAVER ROAD (VARIABLE WIDTH); THENCE S01°43'24"E 205.06 FEET TO THE POINT OF BEGINNING; THENCE N88°24'18"E 206.15 FEET; THENCE 128.81 FEET ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 82.00 FEET, A DELTA OF 90°00'00" AND A CHORD OF S46°35'42"E 115.97 FEET; THENCE S01°35'42"E 105.29 FEET; THENCE 128.81 FEET ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 82.00 FEET, A DELTA OF 90°00'00" AND A CHORD OF S46°35'42"E 115.97 FEET; THENCE S88°24'18"W 4.04 FEET; THENCE 128.81 FEET ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 82.00 FEET, A DELTA OF 90°00'00" AND A CHORD OF S46°35'42"E 115.97 FEET; THENCE N01°35'42"W 97.29 FEET; THENCE S88°24'18"W 119.90 FEET; THENCE N01°43'24"W 15.00 FEET; THENCE N88°24'18"E 134.93 FEET; THENCE S01°35'42"E 112.29 FEET; THENCE S88°24'18"W 119.90 FEET; THENCE N01°43'24"W 15.00 FEET; THENCE N88°24'18"E 134.93 FEET; THENCE S01°35'42"E 105.29 FEET; THENCE 128.81 FEET ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 87.00 FEET, A DELTA OF 90°00'00" AND A CHORD OF N43°24'18"E 94.75 FEET; THENCE N01°35'42"W 105.29 FEET; THENCE 105.24 FEET ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 87.00 FEET, A DELTA OF 90°00'00" AND A CHORD OF N43°24'18"E 94.75 FEET; THENCE N01°43'24"W 15.00 FEET TO THE POINT OF BEGINNING, CONTAINING 13,481 S.F. OF LAND, MORE OR LESS, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS, RECORDED OR OTHERWISE.



Fenn & Associates, Inc. Land Surveying and Civil Engineering
 14933 Commercial Drive, Shelby Township, MI 48315
 Phone 586 254-9277 Fax 586 254-9020 www.fennsurveying.com

PUBLIC UTILITY EASEMENT EXHIBIT		CLIENT: BB INVESTMENTS LLC	
POPPLETON RIDGE		DATE 6-25-14	JOB NO. C11-004
PART OF THE NW, 1/4 OF SEC. 30 CITY OF TROY, OAKLAND COUNTY, MICHIGAN		SCALE 1" = 100'	CHECKED J.J.S., P.E.
		DRAWN MAS	SHEET 1 OF 1

PERMANENT EASEMENT

Sidwell #88-20-30-102-001 to 012
2015 (pt of)

BB INVESTMENTS, LLC, a Michigan limited liability company, Grantor(s), whose address is 4881 Riverchase, Troy, MI 48098 in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the CITY OF TROY, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084, grants to the Grantee the right to construct, operate, maintain, repair and/or replace storm sewer and surface drainage, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

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

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

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

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

IN WITNESS WHEREOF, the undersigned hereunto affixed 1 signature(s) this 10 day of September A.D. 20115

BB INVESTMENTS, LLC, a Michigan limited liability company

By Joseph P. Cracchiolo (L.S.)
* Joseph P. Cracchiolo
It's Manager

STATE OF MICHIGAN)
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 10th day of September, 20115 by Joseph P. Cracchiolo, Manager of BB INVESTMENTS, LLC, a Michigan limited liability company, on behalf of the company.

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

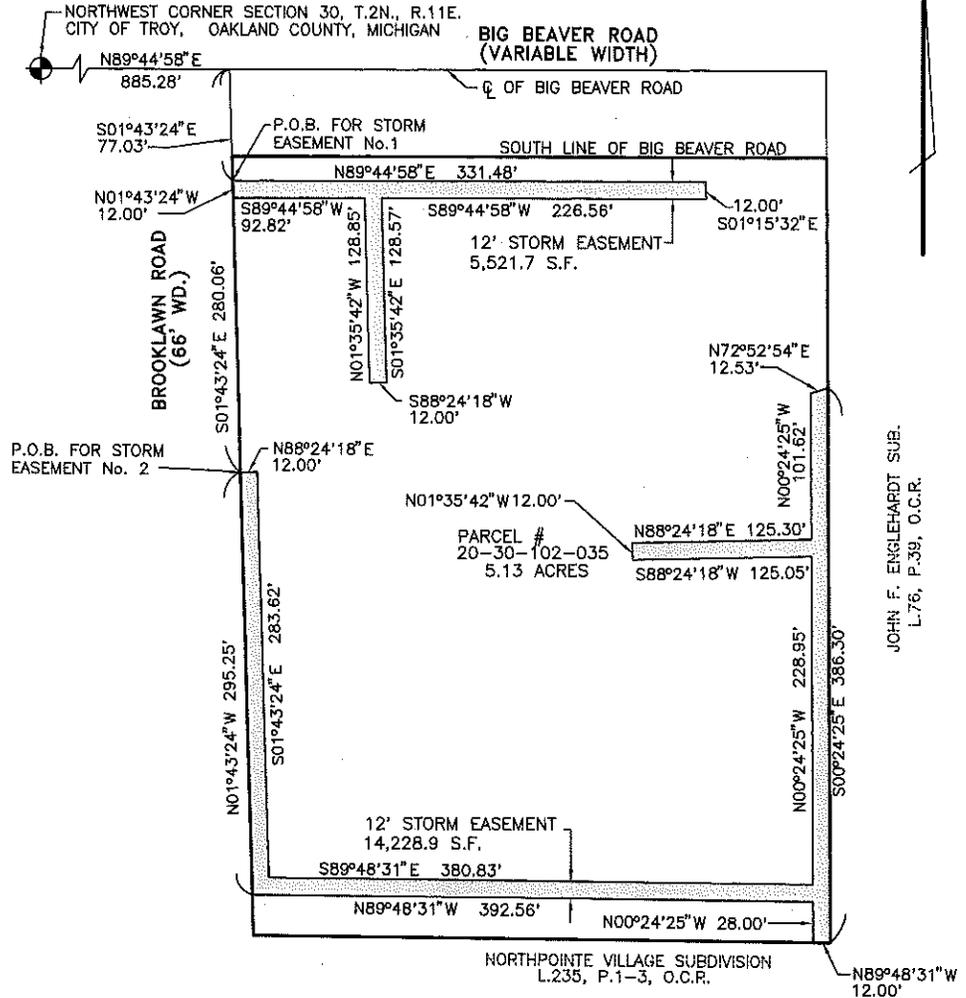
Larysa Figol
*
Notary Public, _____ County, Michigan
My Commission Expires _____
Acting in _____ County, Michigan

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

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

EXHIBIT "A"

STORM SEWER EASEMENTS

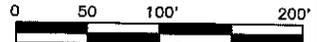


12' STORM SEWER EASEMENT No.1 DESCRIPTION

A 12 FOOT WIDE EASEMENT FOR STORM SEWER LOCATED IN THE NORTHWEST 1/4 OF SECTION 30, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN. COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 30, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, THENCE N89°44'58"E 885.28 FEET ALONG THE NORTH LINE OF SAID SECTION 30 AND THE CENTERLINE OF BIG BEAVER ROAD (VARIABLE WIDTH); THENCE S01°43'24"E 77.03 FEET TO THE POINT OF BEGINNING, THENCE N89°44'58"E 331.48 FEET; THENCE S01°15'32"E 12.00 FEET; THENCE S89°44'58"W 226.56 FEET; THENCE S01°35'42"E 128.57 FEET; THENCE S88°24'18"W 12.00 FEET; THENCE N01°35'42"W 128.85 FEET; THENCE S88°24'18"W 12.00 FEET; THENCE N01°43'24"W 12.00 FEET TO THE POINT OF BEGINNING, CONTAINING 5,521.7 S.F. OF LAND, MORE OR LESS, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS, RECORDED OR OTHERWISE.

12' STORM SEWER EASEMENT No.2 DESCRIPTION

A 12 FOOT WIDE EASEMENT FOR STORM SEWER LOCATED IN THE NORTHWEST 1/4 OF SECTION 30, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN. COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 30, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, THENCE N89°44'58"E 885.28 FEET ALONG THE NORTH LINE OF SAID SECTION 30 AND THE CENTERLINE OF BIG BEAVER ROAD (VARIABLE WIDTH); THENCE S01°43'24"E 280.06 FEET TO THE POINT OF BEGINNING, THENCE N88°24'18"E 12.00 FEET; THENCE S01°43'24"E 283.62 FEET; THENCE S89°48'31"E 380.83 FEET; THENCE N00°24'25"W 228.95 FEET; THENCE S88°24'18"W 125.05 FEET; THENCE N01°35'42"W 12.00 FEET; THENCE N88°24'18"E 125.30 FEET; THENCE N00°24'25"W 101.62 FEET; THENCE N72°52'54"E 12.53 FEET TO THE WEST LINE OF "JOHN F. ENGLEHARDT SUBDIVISION", AS RECORDED IN LIBER 76 OF PLATS, PAGE 39, OAKLAND COUNTY RECORDS; THENCE S00°24'25"E ALONG SAID WEST LINE 386.30 FEET TO THE NORTH LINE OF OF "NORTHPOINTE VILLAGE SUBDIVISION", AS RECORDED IN LIBER 235 OF PLATS, PAGES 1 THROUGH 3, INCLUSIVE, OAKLAND COUNTY RECORDS; THENCE N89°48'31"W ALONG SAID NORTH LINE 12.00 FEET; THENCE N00°24'25"W 28.00 FEET; THENCE N89°48'31"W 392.56 FEET; THENCE N01°43'24"W 295.25 FEET TO THE POINT OF BEGINNING, CONTAINING 14,228.9 S.F. OF LAND, MORE OR LESS, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS, RECORDED OR OTHERWISE.



Fenn & Associates, Inc. Land Surveying and Civil Engineering
 14933 Commercial Drive, Shelby Township, MI 48315
 Phone: 586-254-9577 Fax: 586-254-9020 www.fennsurveying.com

STORM SEWER EASEMENT EXHIBIT POPPLETON RIDGE PART OF THE NW. 1/4 OF SEC. 30 CITY OF TROY, OAKLAND COUNTY, MICHIGAN	CLIENT: BB INVESTMENTS LLC	
	DATE 7-23-14	JOB NO. C11-004
	SCALE 1" = 100'	
	FIELD BY NONE	CHECKED J.J.S., P.E.
	DRAWN MAS	SHEET 1 OF 1

PERMANENT EASEMENT

Sidwell #88-20-30-102-001 to 012 (pt of)

BB INVESTMENTS, LLC, a Michigan limited liability company, Grantor(s), whose address is 4881 Riverchase, Troy, MI 48098 in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the CITY OF TROY, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grants to the Grantee the right to construct, operate, maintain, repair and/or replace any signage installed by Grantor or the Poppleton Ridge Condominium Association, in the event such signage is not properly maintained, repaired and/or replaced by the Grantor or the Poppleton Ridge Condominium Association, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

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

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

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

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

IN WITNESS WHEREOF, the undersigned hereunto affixed 1 signature(s) this 10th day of September, 2015.

BB INVESTMENTS, LLC, a Michigan limited liability company

By [Signature] (L.S.)
* Joseph P. Cracchiolo
It's Manager

STATE OF MICHIGAN
COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 10th day of September, 2015 by Joseph P. Cracchiolo, Manager of BB INVESTMENTS, LLC, a Michigan limited liability company, on behalf of the company.

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

[Signature]
Notary Public, County, Michigan
My Commission Expires
Acting in County, Michigan

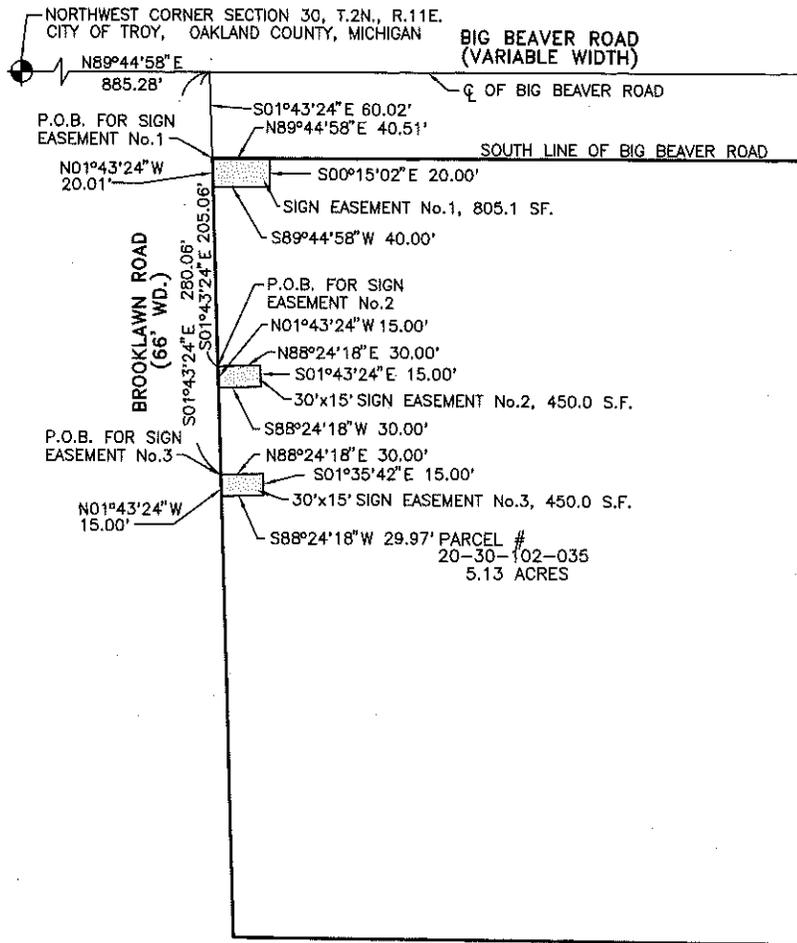
Prepared by: Larysa Figol
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

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

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

EXHIBIT "A"

SIGN EASEMENTS



JOHN F. ENGLEHARDT SUB.
L.76, P.39, O.C.R.

SIGN EASEMENT No.1 DESCRIPTION

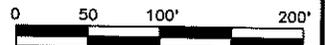
AN EASEMENT FOR SIGNAGE LOCATED IN THE NORTHWEST 1/4 OF SECTION 30, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN. COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 30, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, THENCE N89°44'58"E 885.28 FEET ALONG THE NORTH LINE OF SAID SECTION 30 AND THE CENTERLINE OF BIG BEAVER ROAD (VARIABLE WIDTH); THENCE S01°43'24"E 80.02 FEET TO THE POINT OF BEGINNING. THENCE N89°44'58"E 40.51 FEET; THENCE S00°15'02"E 20.00 FEET; THENCE S89°44'58"W 40.00 FEET; THENCE N01°43'24"W 20.01 FEET TO THE POINT OF BEGINNING, CONTAINING 805.1 S.F. OF LAND, MORE OR LESS, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS, RECORDED OR OTHERWISE.

SIGN EASEMENT No.2 DESCRIPTION

AN EASEMENT FOR SIGNAGE LOCATED IN THE NORTHWEST 1/4 OF SECTION 30, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN. COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 30, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, THENCE N89°44'58"E 885.28 FEET ALONG THE NORTH LINE OF SAID SECTION 30 AND THE CENTERLINE OF BIG BEAVER ROAD (VARIABLE WIDTH); THENCE S01°43'24"E 205.06 FEET TO THE POINT OF BEGINNING. THENCE N88°24'18"E 30.00 FEET; THENCE S01°43'24"E 15.00 FEET; THENCE S88°24'18"W 30.00 FEET; THENCE N01°43'24"W 15.00 FEET TO THE POINT OF BEGINNING, CONTAINING 450.0 S.F. OF LAND, MORE OR LESS, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS, RECORDED OR OTHERWISE.

SIGN EASEMENT No.3 DESCRIPTION

AN EASEMENT FOR SIGNAGE LOCATED IN THE NORTHWEST 1/4 OF SECTION 30, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN. COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 30, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, THENCE N89°44'58"E 885.28 FEET ALONG THE NORTH LINE OF SAID SECTION 30 AND THE CENTERLINE OF BIG BEAVER ROAD (VARIABLE WIDTH); THENCE S01°43'24"E 290.06 FEET TO THE POINT OF BEGINNING. THENCE N88°24'18"E 30.00 FEET; THENCE S01°35'42"E 15.00 FEET; THENCE S88°24'18"W 29.97 FEET; THENCE N01°43'24"W 15.00 FEET TO THE POINT OF BEGINNING, CONTAINING 450.0 S.F. OF LAND, MORE OR LESS, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS, RECORDED OR OTHERWISE.



Fenn & Associates, Inc. Land Surveying and Civil Engineering
14933 Commercial Drive, Shelby Township, MI 48315
Phone: 586-254-9577 Fax: 586-254-9020 www.fennsurveying.com

SIGN EASEMENT EXHIBIT POPPLETON RIDGE PART OF THE NW. 1/4 OF SEC. 30 CITY OF TROY, OAKLAND COUNTY, MICHIGAN	CLIENT: BB INVESTMENTS LLC	
	DATE 7-23-14	JOB NO. C11-004
	SCALE 1" = 100'	
	FIELD BY NONE	CHECKED J.J.S., P.E.
	DRAWN MAS	SHEET 1 OF 1

WARRANTY DEED

Sidwell # 88-20-30-102-035 ^{3 001 + 0012} (part of)
Resolution #

The Grantor(s) BB INVESTMENTS, LLC, a Michigan limited liability company, whose address is: 4881 Riverchase, Troy, MI 48098 convey(s) and warrant(s) to the City of Troy, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road., Troy, Michigan 48084, the following described premises situated in the City of Troy, County of Oakland and State of Michigan:

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

For the sum of One Dollar and no/cents (\$1.00)

subject to easements and building and use restrictions of record and further subject to:

Dated this 10 day of Sept, 2015

BB INVESTMENTS, LLC
a Michigan limited liability company

By [Signature]
Joseph P. Cracchiolo
Its: Manager

STATE OF MICHIGAN
COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 10th day of September, 2015, by Joseph P. Cracchiolo, Manager of BB INVESTMENTS, LLC, a Michigan limited liability company, on behalf of the company.

[Signature]
Notary Public, _____ County, MI
My commission expires: _____
Acting _____ County, MI

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

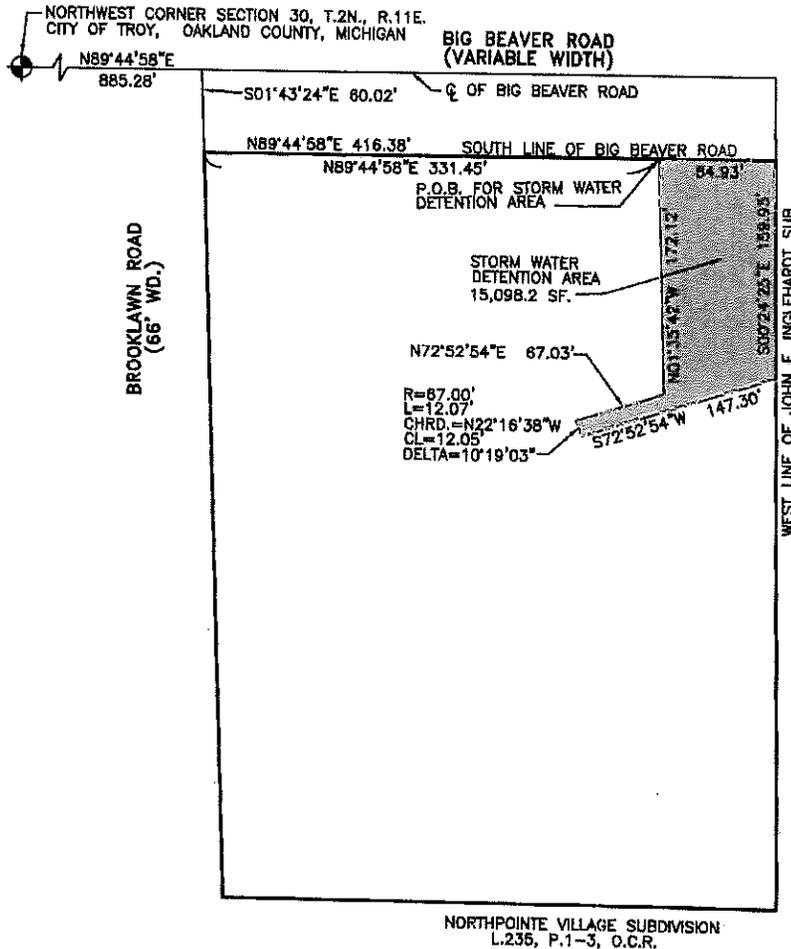
County Treasurer's Certificate		City Treasurer's Certificate	
When recorded return to: City Clerk City of Troy 500 West Big Beaver Troy, MI 48084	Send subsequent tax bills to: Grantee	Drafted by: Larysa Figol City of Troy 500 West Big Beaver Troy, MI 48084	

Tax Parcel #88-20-30-102-035 (pt of) Recording Fee _____ Transfer Tax _____

*TYPE OR PRINT NAMES UNDER SIGNATURES

EXHIBIT "A"

STORM WATER DETENTION AREA

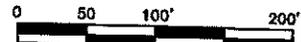


JOHN F. ENGLEHARDT SUB.
L.76, P.39, O.C.R.

NORTHPOINTE VILLAGE SUBDIVISION
L.235, P.1-3, O.C.R.

STORM WATER DETENTION AREA DESCRIPTION

AN AREA OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 30, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN. COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 30, T2N, R11E; CITY OF TROY, OAKLAND COUNTY, MICHIGAN, THENCE N89°44'58"E 885.28 FEET ALONG THE NORTH LINE OF SAID SECTION 30 AND THE CENTERLINE OF BIG BEAVER ROAD (VARIABLE WIDTH); THENCE S01°43'24"E 60.02 FEET TO THE SOUTH LINE OF SAID SECTION 30 AND THE CENTERLINE OF BIG BEAVER ROAD (VARIABLE WIDTH); THENCE N89°44'58"E 331.45 FEET TO THE POINT OF BEGINNING. THENCE N89°44'58"E CONTINUING ALONG SAID SOUTH LINE 84.93 FEET TO THE WEST LINE OF "JOHN F. ENGLEHARDT SUBDIVISION", AS RECORDED IN LIBER 76 OF PLATS, PAGE 39, OAKLAND COUNTY RECORDS; THENCE S00°24'25"E ALONG SAID WEST LINE 159.95 FEET; THENCE S72°52'54"W 147.30 FEET; THENCE 12.07 FEET ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 67.00 FEET, A DELTA OF 10°19'03" AND A CHORD OF N22°16'38"W 12.05 FEET; THENCE N72°52'54"E 67.03 FEET; THENCE N01°38'42"W 172.12 FEET TO THE POINT OF BEGINNING, CONTAINING 15,098.2 S.F. OF LAND, MORE OR LESS, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS, RECORDED OR OTHERWISE.



Fenn & Associates, Inc. Land Surveying and Civil Engineering
 14933 Commercial Drive, Shelby Township MI 48315
 Phone: 586.254.9577 Fax: 586.254.9020 www.fennsurveying.com

DETENTION AREA EXHIBIT POPPLETON RIDGE PART OF THE NW. 1/4 OF SEC. 30 CITY OF TROY, OAKLAND COUNTY, MICHIGAN	CLIENT: BB INVESTMENTS LLC	
	DATE: 7-17-14	JOB NO.: C11-004
	SCALE: 1" = 100'	
	FIELD BY: NONE	CHECKED: J.J.S., P.E.
	DRAWN: MAS	SHEET: 1 OF 1

WARRANTY DEED

Sidwell # 88-20-30-102-035 ^{001 to 012} (part of)
Resolution #

The Grantor(s) BB INVESTMENTS, LLC, a Michigan limited liability company, whose address is: 4881 Riverchase, Troy, MI 48098 convey(s) and warrant(s) to the City of Troy, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road., Troy, Michigan 48084, the following described premises situated in the City of Troy, County of Oakland and State of Michigan:

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

For the sum of One Dollar and no/cents (\$1.00)

subject to easements and building and use restrictions of record and further subject to:

Dated this 10 day of Sept, 2015

BB INVESTMENTS, LLC
a Michigan limited liability company

By [Signature]
Joseph P. Cracchiolo
Its: Manager

STATE OF MICHIGAN
COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 10th day of September, 2015, by Joseph P. Cracchiolo, Manager of BB INVESTMENTS, LLC, a Michigan limited liability company, on behalf of the company.

[Signature]
Notary Public, _____ County, MI
My commission expires: _____
Acting _____ County, MI

_____, Michigan
_____, Michigan
_____, 03/02/2018

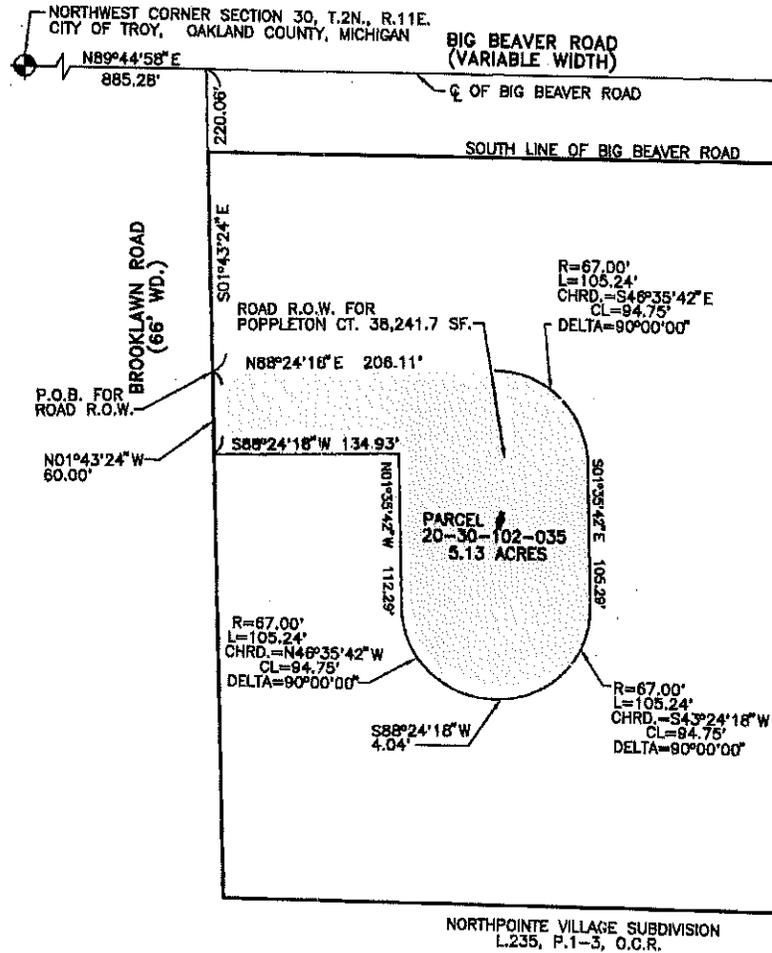
County Treasurer's Certificate		City Treasurer's Certificate	
When recorded return to: City Clerk City of Troy 500 West Big Beaver Troy, MI 48084	Send subsequent tax bills to: Grantee	Drafted by: Larysa Figoi City of Troy 500 West Big Beaver Troy, MI 48084	

Tax Parcel #88-20-30-102-035 (pt of) Recording Fee _____ Transfer Tax _____

*TYPE OR PRINT NAMES UNDER SIGNATURES

EXHIBIT "A"

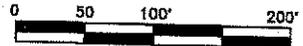
ROAD RIGHT OF WAY POPPLETON COURT



JOHN F. ENGLEHARDT SUB.
L.76, P.39, O.C.R.

POPPLETON COURT RIGHT OF WAY DESCRIPTION

PART OF THE NORTHWEST 1/4 OF SECTION 30, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN. COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 30, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, THENCE N89°44'58"E 885.28 FEET ALONG THE NORTH LINE OF SAID SECTION 30 AND THE CENTERLINE OF BIG BEAVER ROAD (VARIABLE WIDTH); THENCE S01°43'24"E 220.06 FEET TO THE POINT OF BEGINNING; THENCE N88°24'18"E 208.15 FEET; THENCE 105.24 FEET ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 67.00 FEET, A DELTA OF 90°00'00" AND A CHORD OF S48°35'42"E 94.75 FEET; THENCE S01°35'42"E 105.28 FEET; THENCE 105.24 FEET ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 67.00 FEET, A DELTA OF 90°00'00" AND A CHORD OF S43°24'18"W 94.75 FEET; THENCE S88°24'18"W 4.04 FEET; THENCE 105.24 FEET ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 67.00 FEET, A DELTA OF 90°00'00" AND A CHORD OF N48°35'42"W 94.75 FEET; THENCE N01°35'42"W 112.29 FEET; THENCE S88°24'18"W 134.93 FEET; THENCE N01°43'24"W 80.00 FEET TO THE POINT OF BEGINNING, CONTAINING 38,241.7 S.F. OF LAND, MORE OR LESS, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS, RECORDED OR OTHERWISE.



Fenn & Associates, Inc. Land Surveying and Civil Engineering
 14933 Commercial Drive, Shelby Township, MI 48315
 Phone: 586-254-9577 Fax: 586-254-9020 www.fennsurveying.com

ROAD RIGHT OF WAY EXHIBIT POPPLETON RIDGE PART OF THE NW. 1/4 OF SEC. 30 CITY OF TROY, OAKLAND COUNTY, MICHIGAN	CLIENT: BB INVESTMENTS LLC DATE: 7-23-14 SCALE: 1" = 100' FIELD BY: NONE DRAWN: MAS
	JOB NO. C11-004 CHECKED: J.J.S., P.E. SHEET: 1 OF 1



CITY COUNCIL AGENDA ITEM

Date: September 21, 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 Vacate a Portion of an Existing Sanitary Sewer Easement and Accept a Sanitary Sewer easement from Hannawa Holdings, Benton Harbor, LLC
Sidwell #88-20-24-476-005

History

As part of the redevelopment and improvement of the Golden Gate Plaza, located in Section 24 at the northwest corner of Big Beaver and Dequindre roads, it is necessary to vacate a portion of an existing sanitary sewer easement previously granted to the City and recorded with Oakland County Register of Deeds in Liber 6866, Page 205, located on a property now having Sidwell #88-20-24-476-005. The easement rights for the vacated sanitary sewer will be granted back to the property owner, Hannawa Holdings, Benton Harbor, LLC, by means of a Quit Claim Deed.

The existing sanitary sewer will be relocated and a new sanitary sewer easement has been granted to the City by the property owners Hannawa Holdings, Benton Harbor, LLC.

The format and content of the Quit Claim deed is consistent with conveyance documents previously granted by City Council. The format and content of the easement is consistent with conveyance documents previously accepted by City Council.

Financial

The consideration amount on each document is \$1.00.

Recommendation

City Management recommends that City Council vacate that portion of the sanitary sewer easement previously granted to the City and accept the attached permanent easement consistent with our policy of accepting easements for development and improvement purposes.



QUIT CLAIM DEED

Sidwell # 88-20-24-476-005 (pt)
Resolution #

The Grantor(s), the **CITY OF TROY**, a Michigan municipal corporation, whose address is 500 West Big Beaver, Troy, MI 48084 quit claims to **HANNAWA HOLDINGS, BENTON HARBOR L.L.C.**, a Michigan limited liability company, Grantee, whose address is 2425 Franklin Road, Bloomfield Hills, MI 48302, the following described easement rights situated in the City of Troy, County of Oakland and State of Michigan a portion of which was previously recorded in Liber 6866 Page 205 and a copy of which is attached hereto (Exhibit "B"): the following described premises situated in the City of Troy, County of Oakland and State of Michigan:

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

For the sum of One Dollar (\$ 1.00)

Dated this _____ day of _____, 2015.

CITY OF TROY
a Michigan municipal corporation

By _____
* Dane M. Slater, Mayor

By _____
* M. Aileen Dickson, City Clerk

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____ 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 municipal corporation.

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

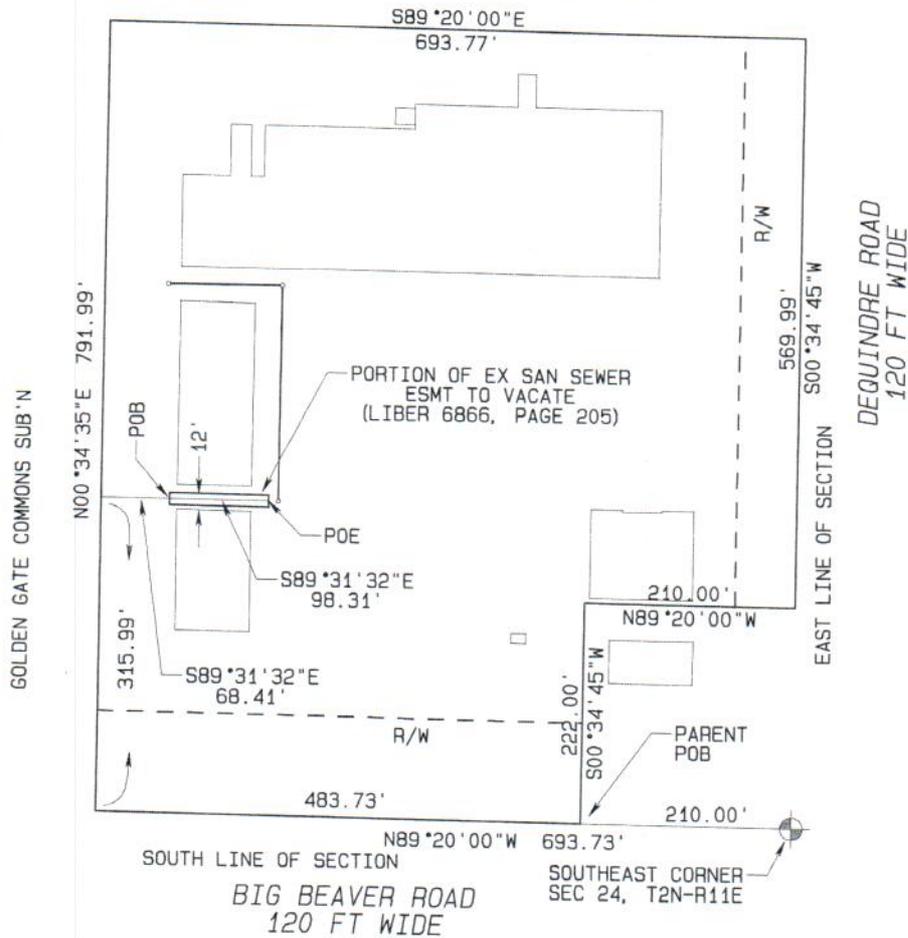
County Treasurer's Certificate		City Treasurer's Certificate	
When recorded return to: City Clerk City of Troy 500 West Big Beaver Troy, MI 48084	Send subsequent tax bills to: Grantee	Drafted by: Larysa Figol City of Troy 500 West Big Beaver Troy, MI 48084	

Tax Parcel # 88-20-24-476-005 (pt of) Recording Fee _____ Transfer Tax _____

*TYPE OR PRINT NAMES UNDER SIGNATURES

EXHIBIT A EASEMENT VACATION

N



VACATION OF EASEMENT DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF SECTION 24, T2N-R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: A TWELVE FOOT WIDE STIP OF LAND LYING SIX FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:
 COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE ALONG THE SOUTH LINE OF SAID SECTION, N89°20'00"W 693.73 FEET TO THE SOUTHEAST CORNER OF THE PLAT "GOLDEN GATE COMMONS SUBDIVISION" AS RECORDED IN LIBER 241 OF PLATS, PAGE 16, OAKLAND COUNTY, MICHIGAN RECORDS; THENCE ALONG THE EAST LINE OF SAID PLAT, N00°34'35"E, 315.99 FEET; THENCE S89°31'21"E, 68.41 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°31'21"E, 98.31 FEET TO THE POINT OF ENDING.

PARENT PARCEL DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF SECTION 24, T2N-R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE ALONG THE SOUTH LINE OF SAID SECTION, N89°20'00"W, 210.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE, N89°20'00"W, 483.73 FEET TO THE SOUTHEAST CORNER OF THE PLAT "GOLDEN GATE COMMONS SUBDIVISION", RECORDED IN LIBER 241 OF PLATS, PAGE 16, OAKLAND COUNTY, MICHIGAN RECORDS; THENCE ALONG THE EAST LINE OF SAID PLAT, N00°34'35"E, 791.99 FEET; THENCE S89°20'00"E, 693.77 FEET TO A POINT ON THE EAST LINE OF SAID SECTION; THENCE ALONG SAID EAST LINE OF SECTION, S00°34'45"W, 569.99 FEET; THENCE N89°20'00"W, 210.00 FEET; THENCE S00°34'45"W, 222.00 FEET TO THE POINT OF BEGINNING. EXCEPT THE EAST 60 FEET OF THE NORTH 569.99 FEET TAKEN FOR DEQUINDRE ROAD. ALSO EXCEPT THE SOUTH 102 FEET TAKEN FOR BIG BEAVER ROAD.



CES
 CIVIL ENGINEERING
 SOLUTIONS, Inc.

PO BOX 243
 56711 NEW HUDSON, MI 48165
 PH: (248) 264-6906
 F: (810) 448-5903
 Izwada@civilengineeringsolutions.us

REVISIONS			SCALE: 1"=150'
NO.	ITEM	DATE	JOB #: 2014-0024
1	PER CITY OF TROY	9/3/15	DRAWN BY: BA
2	-	-	CHECKED BY: LZ
3	-	-	SECTION: 24
4	-	-	TOWN: 2N RANGE: 11E

EXHIBIT "B"

MARCH 17 77

LIBER 6868 PAGE 205

77 20945

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That John D. Dinan (a married man)

whose address is

17117 West Nine Mile Road, Suite 428, Southfield, Michigan

party of the first part, for and in consideration of the sum of One Dollar (\$1.00) paid to party of the first part by the CITY OF TROY, a Michigan Municipal Corporation, party of the second part, whose address is 800 West Big Beaver Road, Troy, Michigan, do hereby grant to the said party of the second part the right to construct, operate, maintain, repair and/or replace a PUBLIC SANITARY SEWER AND WATER MAIN across and through the following described land situated in the City of Troy, Michigan:

LAND AS DESCRIBED IN EXHIBIT "A"

Said easement is described as:

IN EXHIBIT "B"

and to enter upon sufficient land adjacent to said PUBLIC SANITARY SEWER AND WATER MAIN for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by reason of the exercise of any of the foregoing powers, shall be reasonably restored to its original condition by the party of the second part.

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

IN WITNESS WHEREOF, the undersigned hereunto affixed signatures this 17th day of November, A.D. 1977.

In presence of: WITNESS

Blaine Trosala, Nathan Klittner

John D. Dinan

STATE OF MICHIGAN) COUNTY OF Oakland)

On this 17th day of November, A.D. 1977 before me personally appeared John D. Dinan

to me personally known, who being by name sworn, did each for himself say that he does acknowledge said instrument to be his free act and deed.

Corporation names in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of and acknowledged said instrument to be the free act and deed of said Corporation.

RETURN TO: City Clerk, City of Troy, 800 W. Big Beaver Road, Troy, Michigan 48064 PREPARED BY: Singh Dhatia, P.E., Engineering Division, City of Troy

Nathan Klittner, Notary Public, Oakland County, Michigan, My Commission Expires 1/78

2 (Corporations)

NATHAN KLITNER, Notary Public, Oakland County, Mich., My Commission Expires 1/78

MARCH

17

77

LDER 6866 PAGE 207

EXHIBIT "A"

A parcel of land being a part of the S.E. 1/4 of Section 24, T.2N. R.11E., City of Troy, Oakland County, Michigan and is described as follows:

Begin at a point on the south line of Section 24, T.2N. R.11E. City of Troy, Oakland County, Michigan, located distant N 89° 20' 00" W 693.73 ft. from the S.E. cor. of said Section 24 and proceeding thence N 89° 20' 00" W 670.01 ft. along said South Sec. line; thence N 0° 56' 50" E 1307.48 ft. thence S 89° 54' 25" E 1305.38 feet to a point on the East line of said Section 24 thence S 0° 34' 45" W 828.51 feet along said East Section line thence N 89° 20' 00" W 693.73 feet thence S 0° 34' 45" W 791.99 feet to the point of beginning and containing 1,171,230 square feet, being 26.8077 acres of land, more or less.

Also a parcel of land in the S.E. 1/4 of Section 24, T.2N., R.11E., City of Troy, Oakland County, Michigan and is described as follows:

Begin at a point located distant N 0° 34' 45" E 102.00 feet and N 89° 20' 00" W 210.00 feet from the S.E. 1/4 Section of said Section 24, and proceeding thence N 89° 20' 00" W 483.07 ft. thence N 0° 56' 50" E. 690.00 feet, thence S 89° 20' 00" E 620.64 feet, thence S 0° 34' 45" W. 469.99 feet; thence N 89° 20' 00" W. 180.00 feet, thence S 0° 34' 45" W. 220.00 feet to the pt. of beginning.

PERMANENT EASEMENT

Sidwell #88-20-24-476-005 (part of)

HANNAWA HOLDINGS, BENTON HARBOR, LLC, a Michigan limited liability company, Grantor(s), whose address is 2425 Franklin Road, Bloomfield Hills, MI 48302 for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the CITY OF TROY, a Michigan Municipal Corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, grants to the Grantee the right to construct, operate, maintain, repair and/or sanitary sewers, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

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

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

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

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

IN WITNESS WHEREOF, the undersigned hereunto affixed signature(s) this 18th day of September A.D. 2015.

HANNAWA HOLDINGS, BENTON HARBOR, LLC
a Michigan limited liability company

By [Signature] (L.S.)

* KENNY HANNAWA
Its: MANAGING MEMBER

STATE OF MICHIGAN)
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 18th day of September, 2015, by Kenny Hannawa, Managing Member of Hannawa Holdings, Benton Harbor, LLC, a Michigan limited liability company, on behalf of the company.

CHRISTINE S. BROWN
Notary Public, State of Michigan
County of Macomb
My Commission Expires Feb. 18, 2020
Acting in the County of Oakland

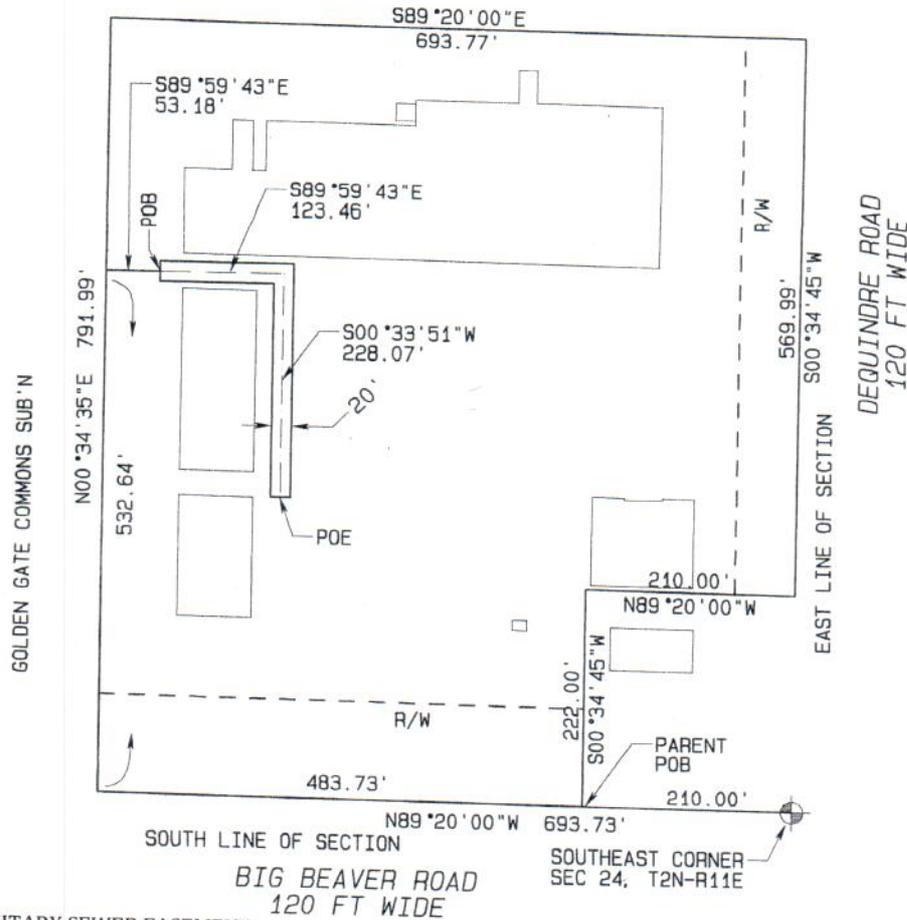
[Signature: Christine S. Brown]

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

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

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

EXHIBIT A SANITARY SEWER EASEMENT

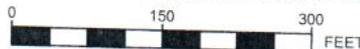


SANITARY SEWER EASEMENT

PART OF THE SOUTHEAST QUARTER OF SECTION 24, T2N-R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: A TWENTY FOOT WIDE STRIP OF LAND LYING TEN FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:
 COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE ALONG THE SOUTH LINE OF SAID SECTION, N89°20'00"W 693.73 FEET TO THE SOUTHEAST CORNER OF THE PLAT "GOLDEN GATE COMMONS SUBDIVISION" AS RECORDED IN LIBER 241 OF PLATS, PAGE 16, OAKLAND COUNTY, MICHIGAN RECORDS; THENCE ALONG THE EAST LINE OF SAID PLAT, N00°34'35" E, 532.64 FEET; THENCE S89°59'43"E, 53.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°59'43"E, 123.46 FEET; THENCE S00°33'51"W, 228.07 FEET TO THE POINT OF ENDING.

PARENT PARCEL DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF SECTION 24, T2N-R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE ALONG THE SOUTH LINE OF SAID SECTION, N89°20'00"W, 210.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE, N89°20'00"W, 483.73 FEET TO THE SOUTHEAST CORNER OF THE PLAT "GOLDEN GATE COMMONS SUBDIVISION", RECORDED IN LIBER 241 OF PLATS, PAGE 16, OAKLAND COUNTY, MICHIGAN RECORDS; THENCE ALONG THE EAST LINE OF SAID PLAT, N00°34'35"E, 791.99 FEET; THENCE S89°20'00"E, 693.77 FEET TO A POINT ON THE EAST LINE OF SAID SECTION; THENCE ALONG SAID EAST LINE OF SECTION, S00°34'45"W, 569.99 FEET; THENCE N89°20'00"W, 210.00 FEET; THENCE S00°34'45"W, 222.00 FEET TO THE POINT OF BEGINNING. EXCEPT THE EAST 60 FEET OF THE NORTH 569.99 FEET TAKEN FOR DEQUINDRE ROAD. ALSO EXCEPT THE SOUTH 102 FEET TAKEN FOR BIG BEAVER ROAD.



CES
 CIVIL ENGINEERING
 SOLUTIONS, Inc.

PO BOX 243
 56711 NEW HUDSON, MI 48165
 PH: (248) 264-6906
 F: (810) 448-5903
 izawada@civilingineeringsolutions.us

REVISIONS			SCALE: 1"=150'
NO.	ITEM	DATE	JOB #: 2014-0024
1	PER CITY OF TROY	9/3/15	DRAWN BY: BA
2	-	-	CHECKED BY: LZ
3	-	-	SECTION: 24
4	-	-	TOWN: 2N RANGE: 11E



CITY COUNCIL ACTION REPORT

Date: September 24, 2015

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic and Community Development
Steven J. Vandette, City Engineer
William J. Huotari, Deputy City Engineer/Traffic Engineer

Subject: Traffic Committee Recommendations and Minutes – September 16, 2015

At the Traffic Committee meeting of September 16, 2015, the following recommendations were made for City Council approval:

7. Request for Traffic Control – Braemar at Aberdeen

RESOLVED, that Troy City Council hereby **AUTHORIZES** the intersection of Braemar at Aberdeen be modified from NO traffic control to ONE-WAY STOP control with a sign on the the northbound Aberdeen Drive approach to Braemar.

8. Request for Traffic Control – Melanie at Michael

This item is being sent back to the Traffic Committee at their meeting of October 21, 2015 for futher discussion and consideration.

Minutes of the meeting are attached.

A regular meeting of the Troy Traffic Committee was held Wednesday, September 16, 2015 in the Lower Level Conference Room at Troy City Hall. Al Petrulis called the meeting to order at 7:30 p.m.

1. Roll Call

Present: David Easterbrook
Richard Kilmer
Al Petrulis
Cynthia Wilsher
Katie Regan (Student Representative)

Absent: Tim Brandstetter
Pete Ziegenfelder

Also present: Amgad Beshaw, 2900 Lovington
Bradford Watson, 84 Melanie Lane
Matt Giroux, 6785 Michael Drive
Gary Abitheira, 3301 Mirage
Alan Giles, on behalf of St. Stephen’s Episcopal Church
Lt. Eric Caloia, Fire Department
Sgt. Mike Szuminski, Police Department
Bill Huotari, Deputy City Engineer/Traffic Engineer

2. Minutes – July 15, 2015

Resolution # 2015-09-37
Moved by Kilmer
Seconded by Easterbrook

To approve the June 17, 2015 minutes as printed.

Yes: Easterbrook, Kilmer, Petrulis, Wilsher
No: None
Absent: Brandstetter, Ziegenfelder

MOTION CARRIED

PUBLIC HEARINGS

3. Request for Sidewalk Waiver – 2900 Lovington (Sidwell #88-20-36-426-015)

Amgad Beshaw requests a sidewalk waiver for the sidewalk at 2900 Lovington (Sidwell #88-20-36-426-015). Mr. Beshaw states that *“we need please to wave us from the sidewalk in the use of Lovington Ave, because we don’t have sidewalks in Lovington Ave”*.

Mr. Beshaw was present at the meeting and stated that they are requesting the sidewalk waiver as there are no sidewalks along either side of Lovington. The sidewalk would connect to nothing,

lead to nowhere and serve no purpose.

Ms. Wilsher stated that there are no sidewalks along Lovington.

Resolution # 2015-09-38

Moved by Kilmer

Seconded by Easterbrook

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

WHEREAS, Amgad Beshaw has requested a waiver of the requirement to construct sidewalk based on no other sidewalks on Lovington to connect to; and

WHEREAS, the Traffic Committee has determined the following:

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

NOW THEREFORE, BE IT RESOLVED, that the Traffic Committee **GRANTS** a waiver for the sidewalk requirement at 2900 Lovington (Sidwell #88-20-36-426-015).

YES: Easterbrook, Kilmer, Petrusis, Wilsher

NO: None

ABSENT: Brandstetter, Ziegenfelder

MOTION CARRIED

4. Request for Sidewalk Waiver – 607 Troywood (Sidwell #88-20-22-202-050)

Gary Abitheira requests a sidewalk waiver for the sidewalk at 607 Troywood (Sidwell #88-20-22-202-050). Mr. Abitheira states that *“we would like to request a sidewalk variance because there are no sidewalks in the area, therefore rendering the sidewalk in front of the house unnecessary and obscure ”*.

Mr. Abitheira was present at the meeting and stated that he is requesting a sidewalk waiver as there are no other sidewalks along Troywood. The sidewalk would lead to nowhere and connect to no other sidewalk. The sidewalk would end up in a ditch, should it be installed.

One (1) email and one (1) phone call were received in support of granting a waiver and not requiring sidewalk to be installed.

Resolution # 2015-09-39
Moved by Easterbrook
Seconded by Wilsher

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

WHEREAS, Gary Abitheira has requested a waiver of the requirement to construct sidewalk based on no other sidewalks on Troywood to connect to; and

WHEREAS, the Traffic Committee has determined the following:

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

NOW THEREFORE, BE IT RESOLVED, that the Traffic Committee **GRANTS** a waiver for the sidewalk requirement at 607 Troywood (Sidwell #88-20-22-202-050).

YES: Easterbrook, Kilmer, Petrusis, Wilsher
NO: None
ABSENT: Brandstetter, Ziegenfelder

MOTION CARRIED

5. Request for Sidewalk Waiver – 2060 Rochester (Sidwell #88-20-27-430-040)

Gary Abitheira requests a sidewalk waiver for the sidewalk at 2060 Rochester (Sidwell #88-20-27-430-040). Mr. Abitheira states that *“this house is a corner house on Rochester Road and Larchwood. Sidewalk was put on Rochester road, however houses on Larchwood don’t have sidewalks – the sidewalk would run directly into a fence. It would serve no purpose while also bringing in a possibility of discrepancies between neighbors”*.

Mr. Abitheira was present at the meeting and stated that he is requesting a sidewalk waiver as there are no other sidewalks along Larchwood. The sidewalk would lead to nowhere and connect to no other sidewalk. The sidewalk would require that a fence and tree be removed on an adjacent parcel. 2060 Rochester is a corner lot and Mr. Abitheira did install the eight (8) foot sidewalk along the Rochester Road frontage.

Ms. Wilsher stated that the only sidewalk in this area is along Kelley which has several multi-family dwellings. There are no other sidewalks in this area. Ms. Wilsher said the streets in this area are dead end streets and wide enough to allow for pedestrians to walk in the street.

One (1) email was received in support of granting a waiver and not requiring sidewalk to be installed.

Resolution # 2015-09-40
Moved by Kilmer
Seconded by Easterbrook

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

WHEREAS, Gary Abitheira has requested a waiver of the requirement to construct sidewalk based on no other sidewalks on Larchwood to connect to; and

WHEREAS, the Traffic Committee has determined the following:

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

NOW THEREFORE, BE IT RESOLVED, that the Traffic Committee **GRANTS** a waiver for the sidewalk requirement at 2060 Rochester (Sidwell #88-20-27-430-040), Larchwood frontage only.

YES: Easterbrook, Kilmer, Petrusis, Wilsher
NO: None
ABSENT: Brandstetter, Ziegenfelder

MOTION CARRIED

6. Request for Sidewalk Waiver – Devonwood (Sidwell #88-20-07-151-052)

Kenneth Freund requests a sidewalk waiver for the sidewalk on Devonwood, east of Adams (Sidwell #88-20-07-151-052). Mr. Freund states that *“construction of approximately 80 feet of sidewalk on Devonwood Road is unnecessary because Devonwood Road is a gravel road without sidewalks. Construction of a new sidewalk would lead to nowhere and connect to no other walk. Construction would not serve purpose of a pedestrian travel-way and would be an undue hardship on owner”*.

The petitioner was not present at the meeting to discuss the item.

One (1) person was in attendance at the meeting as a representative of St. Joseph’s Episcopal Church who stated that the church did not have any objections to waiving the sidewalk on the north side of Devonwood.

General discussion of this item ensued. The sidewalk is required along what is the detention basin parcel. This parcel is heavily wooded to screen the detention basin and would require removal of significant vegetation to construct a sidewalk that would connect to no other sidewalks. Devonwood is an existing gravel road.

Resolution # 2015-09-41
Moved by Easterbrook
Seconded by Wilsher

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

WHEREAS, Kenneth Freund has requested a waiver of the requirement to construct sidewalk based on no other sidewalks on Devonwood to connect to; and

WHEREAS, the Traffic Committee has determined the following:

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

NOW THEREFORE, BE IT RESOLVED, that the Traffic Committee **GRANTS** a waiver for the sidewalk requirement on Devonwood, east of Adams (Sidwell #88-20-07-151-052).

YES: Easterbrook, Kilmer, Petrulis, Wilsher
NO: None
ABSENT: Brandstetter, Ziegenfelder

MOTION CARRIED

REGULAR BUSINESS

7. Request for Traffic Control – Braemar at Aberdeen

Leslie Wojcik of 4837 Heatherbrook states that the lack of existing traffic control at the intersection of Braemar at Aberdeen creates a hazardous condition. Traffic does not yield the right-of-way and travels through the intersection at a high rate of speed and is unsafe for drivers and pedestrians.

No residents were in attendance at the meeting to discuss this item.

Katie Regan (Student Representative) lives on Gordon, near the subject intersection. Ms. Regan states that drivers on Aberdeen do not yield the right-of-way through the intersection and typically take the corner at high rates of speed. Ms. Regan thought a Yield sign would be appropriate to delineate right-of-way at the intersection.

Ms. Wilsher stated that traffic does not slow at this corner based on her observations. They just fly through the intersection without stopping and supports a Stop sign.

Resolution # 2015-09-42
Moved by Wilsher
Seconded by Easterbrook

RESOLVED, that the intersection of Braemar at Aberdeen be **MODIFIED** from NO traffic control to ONE-WAY STOP control with a sign on the northbound Aberdeen Drive approach to Braemar.

Yes: Easterbrook, Kilmer, Petrulis, Wilsher
No: None
Absent: Brandstetter, Ziegenfelder

MOTION CARRIED

8. Request for Traffic Control – Melanie at Michael

Brad Watson of 84 Melanie states that the lack of existing traffic control at the intersection of Braemar at Aberdeen creates a hazardous condition. Traffic does not yield the right-of-way and travels through the intersection at a high rate of speed and is unsafe for drivers and pedestrians.

Mr. Watson was in attendance at the meeting. He stated that Melanie is on a hill and that eight (8) children live near the intersection. Traffic from Michael passes through the intersection quickly without yielding the right-of-way. He is concerned about the protection of the children in the subdivision. He pointed out that many drivers are more concerned about exiting the subdivision to Livernois and are looking to the east, toward Livernois, at the intersection and not looking uphill to the west.

Mr. Matt Giroux of 6785 Michael Drive was in attendance at the meeting. He stated that he has only lived at his home for about a month and was attending to see what the request was about. He felt that a sign was not necessary due to the limited number of homes in the subdivision.

Ms. Wilsher discussed traffic moving through the intersection and supports Stop signs.

Mr. Petrulis asked about whether a Yield sign may be more appropriate traffic control as this is a limited access subdivision. The study by OHM Advisors did find that the Safe Approach Speed was less than 10 mph (9.8 mph) due to sight distance obstructions at the intersection. Therefore a Stop sign is the recommended treatment.

One (1) email was received in opposition to changes at the intersection and requested that no sign be placed.

Resolution # 2015-09-43
Moved by Easterbrook
Seconded by Wilsher

RESOLVED, that the intersection of Melanie at Michael be **MODIFIED** from NO traffic control to ONE-WAY STOP control with a sign on the southbound Michael Drive approach to Melanie.

Yes: Easterbrook, Kilmer, Petrulis, Wilsher
No: None
Absent: Brandstetter, Ziegenfelder

MOTION CARRIED

9. Public Comment

There was no public comment provided at the meeting.

10. Other Business

There was no other business discussed.

11. Adjourn

The meeting adjourned at 8:15 p.m.

Pete Ziegenfelder, Chairperson

Bill Huotari, Deputy City Engineer/Traffic Engineer

G:\Traffic\aaa Traffic Committee\2015\9_September 16\Minutes_09162015_DRAFT.docx



CITY COUNCIL AGENDA ITEM

Date: September 23, 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
Golden Gate Plaza Sanitary Sewer Relocation - Project No. 15.405.3

History

Tower Construction proposes a building addition and sanitary relocation at Golden Gate Plaza located at the northwest corner of Big Beaver and Dequindre.

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 Tower Construction on behalf of the City of Troy; including sanitary sewer. The required fees and refundable escrow deposits in the form of Cash, that will assure completion of the municipal improvements, have been provided by Tower Construction (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.

City Of Troy

Contract for Installation of Municipal Improvements (Private Agreement)

Project No.: **15.405.3**

Project Location: **SE 1/4 Section 24**

Resolution No:

Date of Council Approval:

This Contract, made and entered into this 28th day of September, 2015 by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and Tower Construction whose address is 3883 Telegraph, Suite 200, Bloomfield Twp., MI 48302 and whose telephone number is 248-287-8200 hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of sanitary sewer in accordance with plans prepared by Civil Engineering Solutions, Inc whose address is 56711 Grand River, New Hudson, MI 48165 and whose telephone number is 248-264-6906 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 \$ 25,747.00. This amount will be deposited with the City in the form of (check one):

Cash/Check	<input checked="" type="checkbox"/>	} 10% Cash <u>2,575.00</u>
Certificate of Deposit & 10% Cash	<input type="checkbox"/>	
Irrevocable Bank Letter of Credit & 10% Cash	<input type="checkbox"/>	
Performance Bond & 10% Cash	<input type="checkbox"/>	

Refundable cash deposit in the amount of \$ 7,575.00. This amount will be deposited with the City in the form of (check one):

Cash	<input type="checkbox"/>	Check	<input checked="" type="checkbox"/>
------	--------------------------	-------	-------------------------------------

Non-refundable cash fees in the amount of \$ 1,957.00. This amount will be paid to the City in the form of (check one):

Cash	<input type="checkbox"/>	Check	<input checked="" type="checkbox"/>
------	--------------------------	-------	-------------------------------------

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.

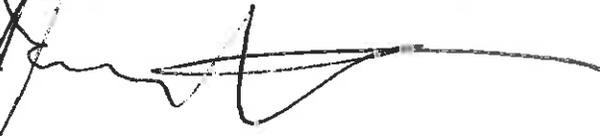
City Of Troy

**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 21 day of Sept, 2015.

OWNERS

CITY OF TROY

By: 

By:

Keany Hanna

Please Print or Type

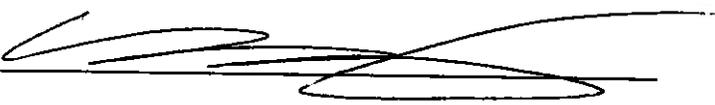
Dane M. Slater, Mayor

Please Print or Type

M. Aileen Dickson, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 21 day of Sept, A.D. 2015, before me personally appeared Keany Hanna 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

My commission expires: 11-23-2016

CODY PIETZ
Notary Public, State of Michigan
County of Macomb
My Commission Expires 11-23-2016
Acting in the County of Calhoun

**Detailed Summary of Required Deposits & Fees
Golden Gate Plaza
15.405.3**

ESCROW DEPOSITS (PUBLIC):

Sanitary Sewers	\$25,747
Water Mains	\$0
Paving	\$0
Sidewalks	\$0
Deceleration and/or Passing Lane - MAJOR ROAD	\$0
Major Road Improvements (other than decel or passing lanes)	\$0
Underground Detention System/Restricted Outlet/Sewer Tap/Oil & Gas Trap	\$0
TOTAL ESCROW DEPOSITS (Refundable):	<u>\$25,747</u>

CASH FEES (Non-Refundable):

Engineering Review Fee (Private Improvements)(PA1)	\$344
Water Main Testing and Chlorination (PA 2)	\$0
Plan Review and Construction Inspection Fee (Public Improvements) (PA1)	\$2,086
Soil Erosion/Sedimentation Control Commercial Permit Fee (SUB 10)	\$0
Soil Erosion/Sedimentation Control Commercial Inspection Fee (SUB 10)	\$0
Less Initial Engineering Review Fee (Public & Private)(1.1%)	-\$473
TOTAL CASH FEES (Non-Refundable):	<u>\$1,957</u>

CASH DEPOSITS (Refundable):

Street Cleaning/Road Maintenance	\$5,000
Soil Erosion/Sedimentation Control Repair, Replace, or Maintenance	\$0
Punchlist & Restoration	\$2,575
TOTAL CASH DEPOSITS (Refundable):	<u>\$7,575</u>

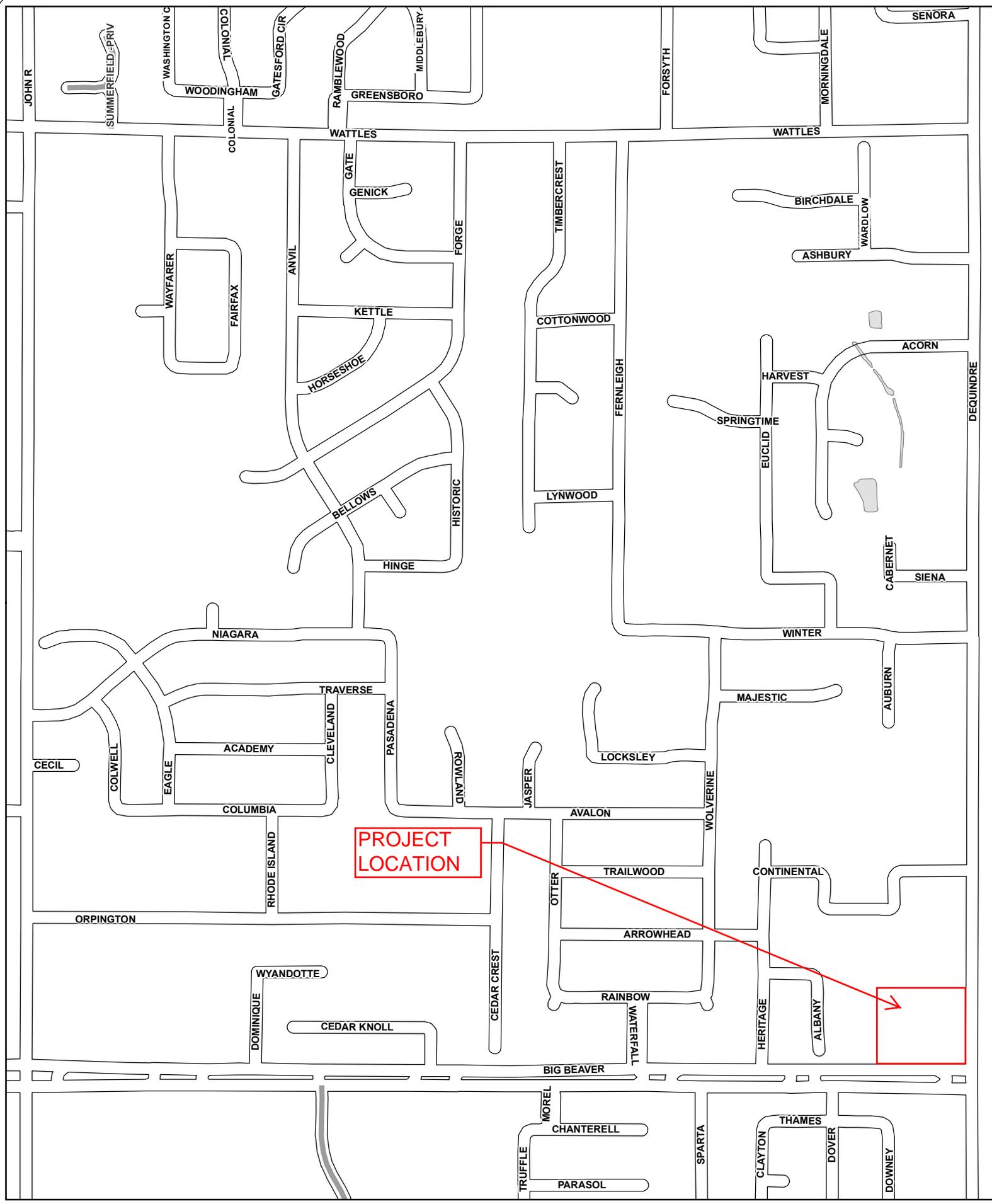
Total Escrow & Cash Deposits (Refundable):	<u>\$33,322</u>
Total Cash Fees (Non-Refundable):	<u>\$1,957</u>

Total Amount: **\$35,279**

PAID

SEP 22 2015

CITY OF TROY
TREASURER'S OFFICE



Legend

-  Private
-  Do Not Salt

Street Map

Section 24



Date: 4/10/2015



CITY COUNCIL AGENDA ITEM

Date: September 21, 2015

To: City Council

From: Brian Kischnick, City Manager
Tom Darling, Financial Services Director
Kurt Bovensiepe, Public Works Manager

Subject: Budget Appropriation- Local and Major Road Concrete Slab Replacement

History

Infrastructure improvements has been recognized as a top priority to the City of Troy as indicated in City Councils' 2015-16 Top Ten Strategies, "Improve and invest in our assets, both people and infrastructure". The city's Local and Major Road Slab Replacement Program is an example of the city's effort to maintain high quality roads. In Fiscal Year 2015-16, City Council appropriated \$3.4 million in local road improvements of which \$3.2 million for the Local Road Slab and Pavement Replacement Program. Of the \$3.2 million, \$2.5 million was designated for concrete segment replacement and the remaining \$700,000 for asphalt overlays. City Council appropriated a total of \$8 million for the Troy Roads Rock 1 & 2 Program, which included \$3.55 million in Fiscal Year 2013-2014 for Troy Roads Rock 1, \$3.45 million in Fiscal Year 2014-2015 for Troy Roads Rock 1 & 2, and \$1 million in Fiscal Year 2015-2016 for Troy Roads Rock 2. Since 2012, the City of Troy has invested \$14.9 million in Local Road concrete segment replacement and \$13.5 million in Major Road concrete segment replacement

Local Roads

Currently, the City of Troy's contractor DiLisio Contracting is working on the city's Local Road Slab Replacement Program. It is estimated that DiLisio will complete its contract of \$2.5 million in the beginning of October. The concrete construction season typically goes to November 15 of each year, which presents an opportunity to complete additional work with supplementary and carryover funds at current year's pricing. DiLisio indicated that pricing is directly correlated to materials such as concrete and is not a commodity the company controls. The company also indicated that similar to what we are seeing with recent projects there is another expected increase in materials in spring 2016. This presents an opportunity for the City of Troy to have an additional \$1.5 million worth of work completed on local roads while taking advantage of 2015 pricing with supplementary and carryover funds. Proposed work is illustrated in the attached map and indicates the east half of Section 17 will receive the concentration of segment replacement, which was put on hold until the completion of the Sidewalk Replacement Program.

Major Roads

The Troy Roads Rock 1 & 2 Program totaled \$9.25 million which successfully implemented a "TRUE" segment replacement program on Big Beaver (Adams to Dequindre), Coolidge (Golfview to Cunningham), Lakeview (Big Beaver to Cunningham), Cunningham (Coolidge to Lakeview), Long Lake (I-75 to Rochester), John R. (Long Lake to Maple), and Dequindre (Wattles to Maple).

The City of Troy will continue to move forward with improving the city's infrastructure in spring/summer of 2016, which includes improvements on Major and Local Roads. Major Road projects include Wattles Road asphalt resurfacing from Rochester Road to Dequindre and asphalt resurfacing on South Boulevard. With a heavy emphasis on Major Roads in the last few years, the management strategy will begin concentrating on our neighborhood streets, which include asphalt resurfacing and concrete segment replacement.

Financial

City Management advises the funds are available and requests the appropriation from the General Fund to the Capital Projects Fund.

Recommendation

City management recommends the budget reflect appropriations of \$1.5 million for Local Roads and \$1.25 million for Major Roads that includes supplementary and carryover funds from fiscal year 2014-15 and takes advantage of 2015 pricing for the city's Local and Major Road Slab Replacement.

Big Beaver Before



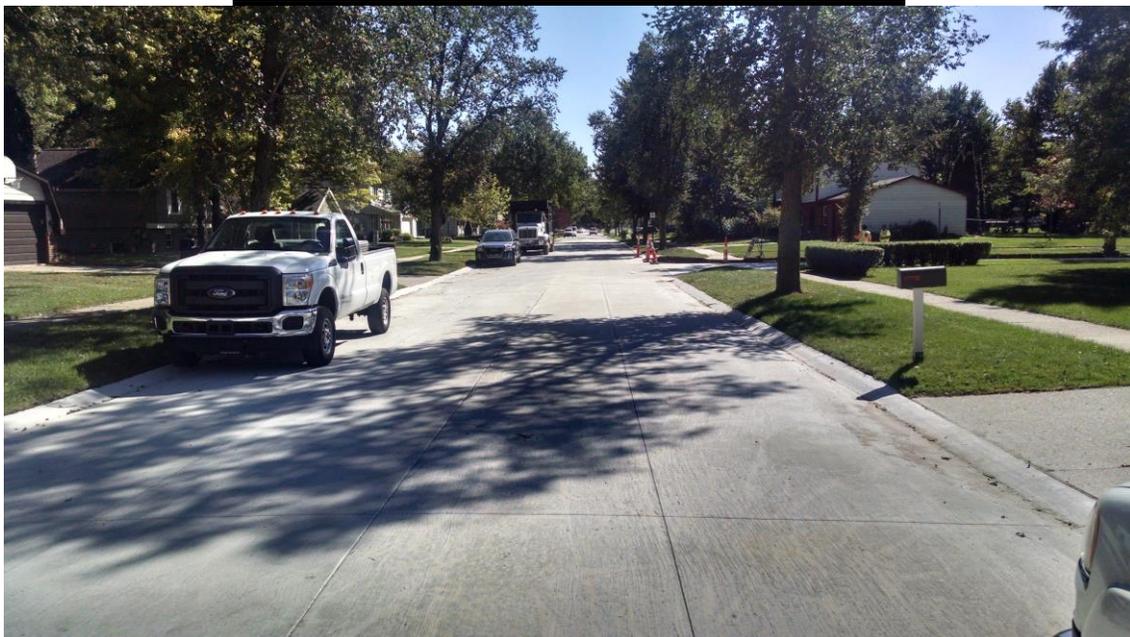
Big Beaver After



Local Roads- Bristol- Before



Local Roads- Bristol- After



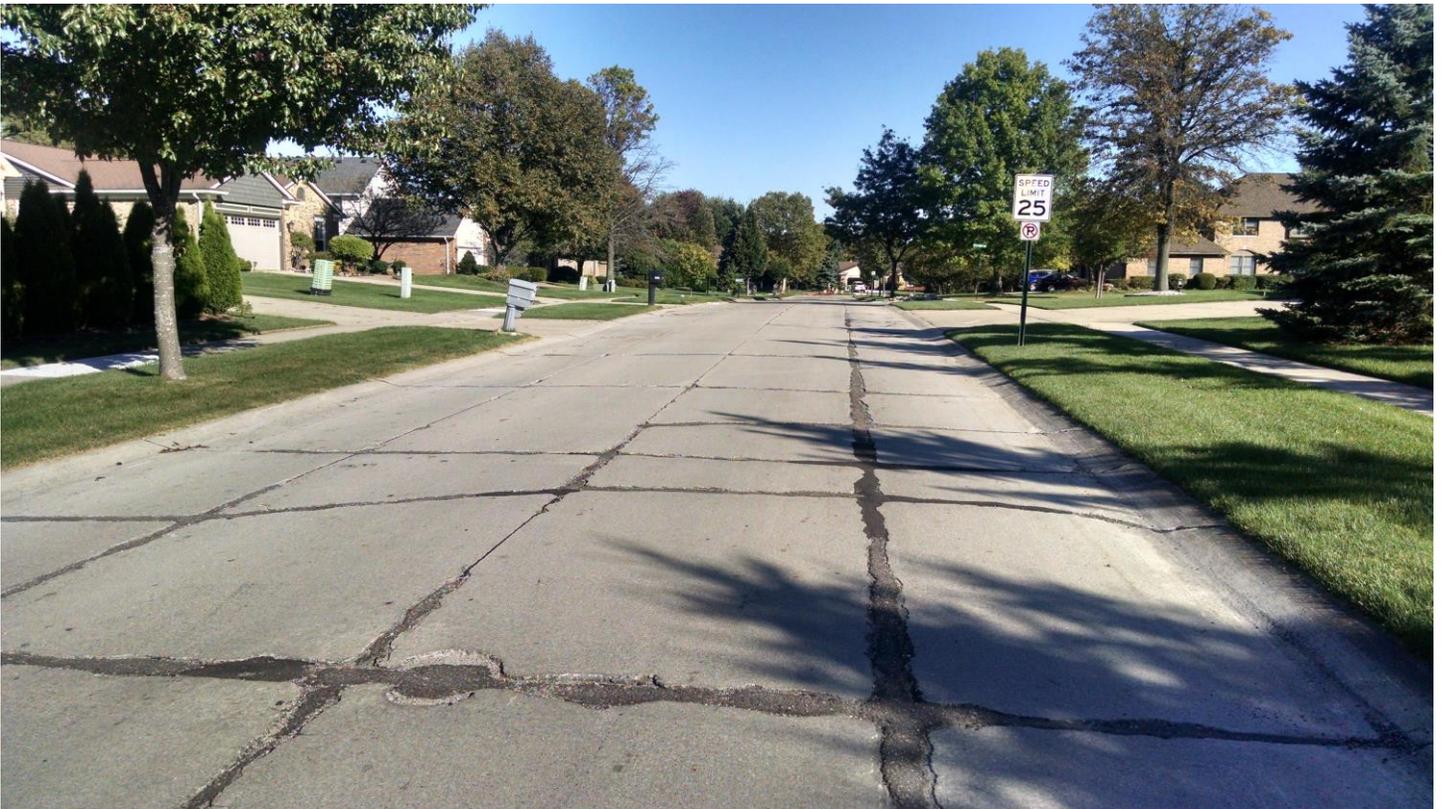
Local Roads- Sunridge- Before



Local Roads- Sunridge- After



Local Roads Proposed Work- Durand

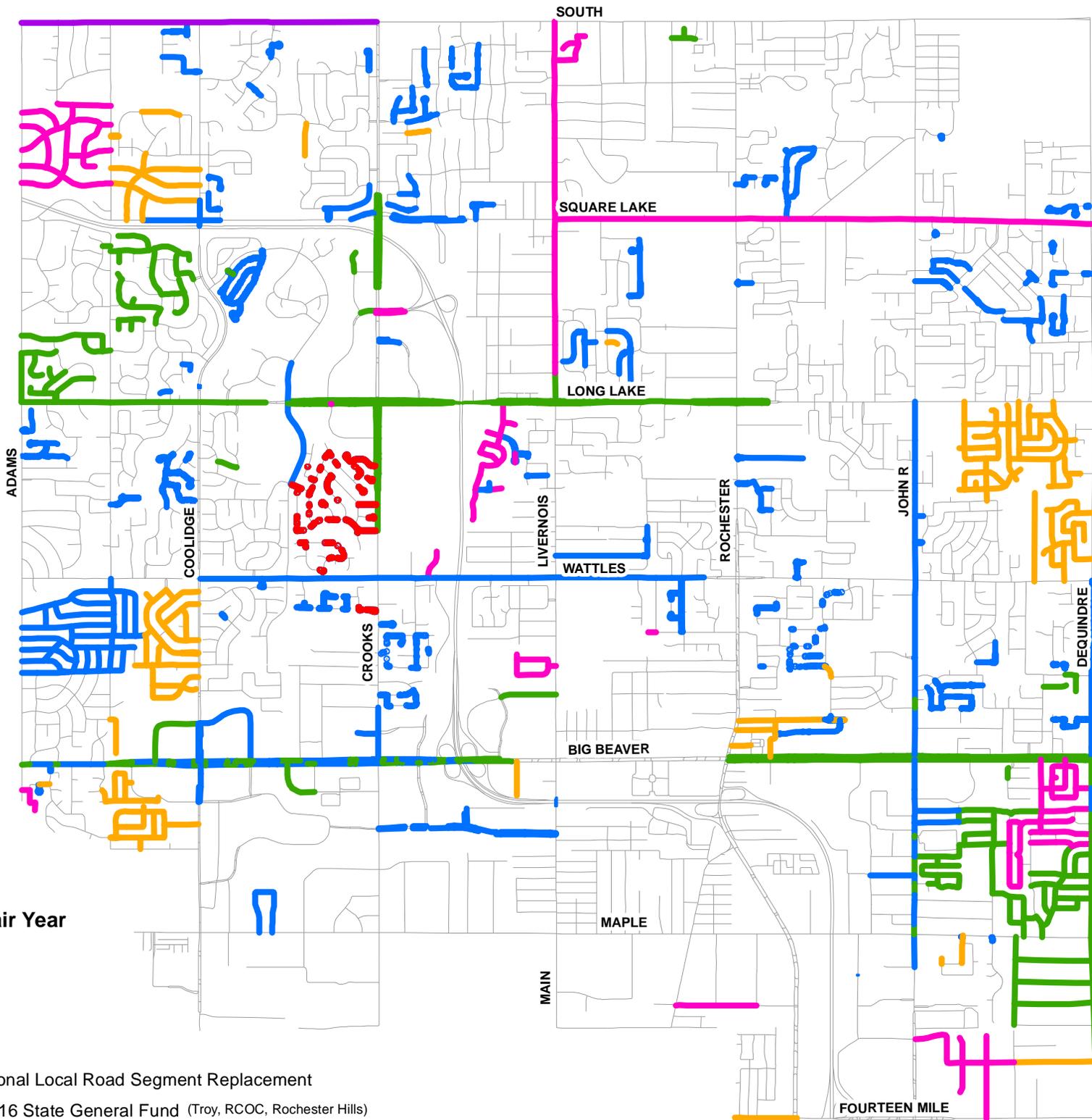


Road Improvements 2012 thru 2015



Road Repair Year

- 2015
- 2014
- 2013
- 2012
- Additional Local Road Segment Replacement
- 2015/16 State General Fund (Troy, ROCOC, Rochester Hills)





CITY COUNCIL AGENDA ITEM

Date: September 10, 2015

To: Brian Kischnick, City Manager

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

Subject: Sale of Equipment - Surplus Police Vehicles

History

- February 10, 2014 Troy City Council granted approval and authorized departments to dispose of surplus vehicles either by live or online auctions with the disposal fee rolled in the sale price, which, is commonly referred to as a Buyer's Premium, (Resolution #2014-02-017-J-4a).
- The intent is to receive fair market value for the equipment the City sells.
- Mott Community College Law Enforcement Regional Training Academy (LERTA) has expressed an interest in making an outright purchase for two (2) used, Ford Crown Victorias, four door, police package, 2011 model year patrol cars. They vehicles will be utilized on their driving course to provide Emergency Vehicle Operations (EVO) training for Mott Police Academy cadets. Police recruits utilize the Mott Police Academy for basic police academy training and Police Departments will soon send in-service officers to Mott Community College for basic EVO refresher courses.
- The Fleet Division of the Public Works Department has several out of service, Ford Crown Victorias with 90,000 miles ready for disposal. The vehicles have been stripped of all reusable emergency and police equipment.

Purchasing

- In August, 2015, the City sold a 2009 Ford Crown Victoria at auction for \$3,300.00.
- Based on market survey research for comparable models and given that the City will save the costs of stripping, prepping and detailing the vehicles for sale; the fair market value offer for the two (2) vehicles is being recommended.
- See below for pictures of the vehicles being sold. Note that all decals will be removed before the vehicles are sold.





CITY COUNCIL AGENDA ITEM

Financial

Proceeds from the sale will be credited to the Motor Pool Internal Service Fund and used for future equipment purchases.

Recommendation

It is recommended that two (2) out of service Ford Crown Victorias be sold to the Mott Community College for the fair market value of \$9,500.00 for the purpose of providing Emergency Vehicle Operations (EVO) training for Mott Police Academy.



CITY COUNCIL AGENDA ITEM

Date: September 25, 2015
 To: Brian Kischnick, City Manager
 From: Cindy Stewart, Community Affairs Director
 Subject: 2016 City Council Meeting Schedule

History

According to the City Charter Chapter 4.1 – Regular Meetings:

“The Council shall provide by resolution for the time and place of its regular meetings and shall hold at least two regular meetings each month.”

According to the City Council Rules of Procedure for the City Council of Troy, Michigan part 5:

“Regular meetings shall be held in the Council Chambers at 7:30 pm. Meeting dates will be established, by resolution, prior to the end of the preceding calendar year.”

All Liquor Violation Hearings and Special Study Sessions will be scheduled at 6 pm unless otherwise noted.

The meetings in March, August and November reflect election dates on the first Tuesday of those months – March 8 Presidential Primary, August 2 Primary November 8 Presidential General. Monday holidays we will not hold meetings including January 18: Martin Luther King Jr. Day, May 30: Memorial Day, June 6: Ramadan, July 4: Independence Day, September 12: Eid, October 3: Rosh Hashanah, and November 28: the Monday after Thanksgiving.

Recommendation

The following 2016 Meeting dates are recommended:

Regular Meetings:

Monday, January 11 & 25
 Monday, February 8 & 22
 Monday, March 14 & 21
 Monday, April 4 & 18
 Monday, May 9 & 23
 Monday, June 13 & 27
 Monday, July 11 & 25
 Monday, August 8 & 22
 Monday, September 19 & 26



CITY COUNCIL AGENDA ITEM

Regular Meetings Continued:

Monday, October 10 & 24
Monday, November 14 & 21
Monday, December 5 & 19

Budget Study Sessions:

Wednesday, April 20
Monday, April 25

Liquor Violation Hearings:

Monday, February 22
Monday, March 14

Study Sessions – 6:00PM:

Monday, January 25 (Joint Meeting – Troy City Council/Troy Downtown Development Authority)
Monday, April 18 (Joint Meeting – Troy City Council/Troy Planning Commission)
Monday, July 11 (Joint Meeting – Troy City Council/Troy Chamber)
Monday, August 8 (Joint Meeting – Troy City Council/Troy School Board)
Monday, October 24 (Joint Meeting – Troy City Council/Troy Planning Commission)

City Council/Staff Retreat:

Friday, February 26 5:00PM (Kresge Foundation, 3215 W. Big Beaver Road)
Saturday, February 27 8:30AM (Walsh College, Barry Center, 3838 Livernois Road)

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.

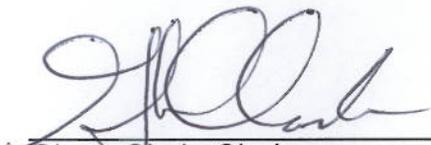
Yes: all

MOTION PASSED

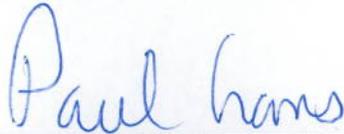
7. PUBLIC COMMENT – None

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

Chair Edmunds called the Regular meeting of the Troy City Planning Commission to order at 7:00 p.m. on August 25, 2015 in the Council Board Room of the Troy City Hall.

1. ROLL CALL

Present:

Ollie Apahidean
 Karen Crusse
 Donald Edmunds
 Carlton M. Faison
 Tom Krent
 Padma Kuppa
 Philip Sanzica
 John J. Tagle

Absent:

Michael W. Hutson

Also Present:

R. Brent Savidant, Planning Director
 Ben Carlisle, Carlisle/Wortman Associates, Inc.
 Allan Motzny, Assistant City Attorney
 Brian Kischnick, City Manager
 Kurt Bovensiep, Public Works Manager
 Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF AGENDA

Resolution # PC-2015-08-055

Moved by: Tagle
 Seconded by: Kuppa

RESOLVED, To approve the Agenda as prepared.

Yes: Crusse, Edmunds, Faison, Krent, Kuppa, Sanzica, Tagle
 Abstain: Apahidean
 Absent: Hutson

MOTION CARRIED

3. APPROVAL OF MINUTES

Resolution # PC-2015-08-056

Moved by: Crusse
 Seconded by: Tagle

RESOLVED, To approve the minutes of the August 11, 2015 Regular meeting as submitted.

Yes: Crusse, Edmunds, Krent, Kuppa, Sanzica, Tagle
 Abstain: Apahidean, Faison
 Absent: Hutson

MOTION CARRIED

4. PUBLIC COMMENT – Items not on the Agenda

City Manager Kischnick addressed the recent Tucker Barricade matter. He thanked members of the Planning Commission and City staff for their time and effort in making a recommendation and presentation to City Council.

5. ZONING BOARD OF APPEALS (ZBA) REPORT

Mr. Sanzica reported there was no Zoning Board of Appeals meeting in August.

6. DOWNTOWN DEVELOPMENT AUTHORITY (DDA) REPORT

City Manager Kischnick reported on the Downtown Development Authority at the end of the meeting. (*Refer to page 4*)

7. PLANNING AND ZONING REPORT

Mr. Savidant introduced and welcomed Carlton Faison to the Planning Commission.

Mr. Savidant addressed:

- Master Plan Update Forum, Boomers and Shakers, August 17.
- Trails and Pathways Forum, August 20.

Public Works Manager Bovensiep gave a brief summary of the Trails and Pathways Forum. He said residents shared concerns as relates to the tranquility and safety of neighborhoods.

PLANNED UNIT DEVELOPMENT

8. PLANNED UNIT DEVELOPMENT APPLICATION (PUD 014) – Proposed Stonecrest Planned Unit Development, East side of Livernois between Big Beaver and Wattles, Section 22, Currently Zoned R-1E (One Family Residential) District

Mr. Savidant gave an explanation of a Planned Unit Development application and its approval process.

Mr. Carlisle noted a PUD application ties together the proposed rezoning and site plan as a complete package for consideration by the Planning Commission and City Council.

Mr. Carlisle addressed the revisions to the conceptual Preliminary Site Plan since last reviewed by the Board at their July 28, 2015 meeting:

- Relocation of shared access on City property.
- Reconfiguration of parking spaces; additional spaces closer to the building front.
- Increased landscape buffer for City dog park parking lot; greater screening from Livernois, includes rain garden.
- Increased size of shared detention basin.
- Addition of plaza and 10 foot path to serve as a trailhead.

Mr. Carlisle said the City dog park layout is conceptual and the orientation of the dog park in relation to the assisted living facility is flexible and a product both parties are working on. Mr. Carlisle reviewed the overall community benefits that are being offered by the applicant.

Present were Mark Pomeranke, Vice President of Development of North Point Development, Thomas Sawyer of Hutson, Sawyer, Rupp & Schroeder law firm and David Hunter of Professional Engineering Associates.

Mr. Pomeranke announced homeowners in the Westwood Park and Troy Meadows subdivisions were invited to a meeting to discuss the proposed development. He addressed the Planning Commission comments relating to the massing and orientation of the building. Mr. Pomeranke stated a change in the building orientation and site layout would adversely affect the interior design of the building and functionality of the assisted care facility.

Mr. Pomeranke displayed a colored site plan. He addressed revisions to the site plan as follows:

- Floor layout, level of security for memory care.
- Access drive; alignment with office buildings across the street, median, wayfinding.
- Stormwater detention basin; water feature.
- Plaza at trailhead; connecting sidewalk to trails.
- Parking; screening, future needs, employee.
- Building setback; building height.
- Dumpster relocation.
- Elevation; brick vs stone facade.
- Ambulatory runs estimation.
- City improvements cost estimate; \$606,233 (includes \$50,000 for dog park improvements).

There was discussion on:

- Building height.
- Grading, slope of property.
- Stormwater management; rain garden.
- Existing trees.

- Snow removal.
- Tax analysis.

Chair Edmunds opened the floor for public comment.

Duane Kristofice, 3404 Talbot, voiced opposition to the proposed development. He addressed concerns with size/height of building, parking, preservation of existing trees, property value and light and noise pollution.

Steve Toth, 2312 Niagara, voiced support of the proposed development in relation to the City dog park and its proximity to the central hub of the City. He said the development would be a good anchor and add quality and value to the dog park.

Chair Edmunds closed the floor for public comment.

It was the consensus of the Planning Commission to schedule a public hearing for the application.

6. DOWNTOWN DEVELOPMENT AUTHORITY (DDA)

City Manager Kischnick addressed the financial status of the DDA. He reported the DDA is doing well, making strong strides toward its debt payment and is moving forward with enhanced maintenance of the Big Beaver Corridor.

9. PUBLIC COMMENT – Items on Current Agenda

There was no one present who wished to speak.

10. PLANNING COMMISSION COMMENT

There were general Planning Commission comments.

The Regular meeting of the Planning Commission adjourned at 8:20 p.m.

Respectfully submitted,

Donald Edmunds, Chair

Kathy L. Czarnecki, Recording Secretary

Chair Edmunds called the Regular meeting of the Troy City Planning Commission to order at 7:00 p.m. on August 25, 2015 in the Council Board Room of the Troy City Hall.

1. ROLL CALL

Present:

Ollie Apahidean
 Karen Crusse
 Donald Edmunds
 Carlton M. Faison
 Tom Krent
 Padma Kuppa
 Philip Sanzica
 John J. Tagle

Absent:

Michael W. Hutson

Also Present:

R. Brent Savidant, Planning Director
 Ben Carlisle, Carlisle/Wortman Associates, Inc.
 Allan Motzny, Assistant City Attorney
 Brian Kischnick, City Manager
 Kurt Bovensiep, Public Works Manager
 Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF AGENDA

Resolution # PC-2015-08-055

Moved by: Tagle
 Seconded by: Kuppa

RESOLVED, To approve the Agenda as prepared.

Yes: Crusse, Edmunds, Faison, Krent, Kuppa, Sanzica, Tagle
 Abstain: Apahidean
 Absent: Hutson

MOTION CARRIED

3. APPROVAL OF MINUTES

Resolution # PC-2015-08-056

Moved by: Crusse
 Seconded by: Tagle

RESOLVED, To approve the minutes of the August 11, 2015 Regular meeting as submitted.

Yes: Crusse, Edmunds, Krent, Kuppa, Sanzica, Tagle
Abstain: Apahidean, Faison
Absent: Hutson

MOTION CARRIED

4. PUBLIC COMMENT – Items not on the Agenda

City Manager Kischnick addressed the recent Tucker Barricade matter. He thanked members of the Planning Commission and City staff for their time and effort in making a recommendation and presentation to City Council.

5. ZONING BOARD OF APPEALS (ZBA) REPORT

Mr. Sanzica reported there was no Zoning Board of Appeals meeting in August.

6. DOWNTOWN DEVELOPMENT AUTHORITY (DDA) REPORT

City Manager Kischnick reported on the Downtown Development Authority at the end of the meeting. (*Refer to page 4*)

7. PLANNING AND ZONING REPORT

Mr. Savidant introduced and welcomed Carlton Faison to the Planning Commission.

Mr. Savidant addressed:

- Master Plan Update Forum, Boomers and Shakers, August 17.
- Trails and Pathways Forum, August 20.

Public Works Manager Bovensiep gave a brief summary of the Trails and Pathways Forum. He said residents shared concerns as relates to the tranquility and safety of neighborhoods.

PLANNED UNIT DEVELOPMENT

8. PLANNED UNIT DEVELOPMENT APPLICATION (PUD 014) – Proposed Stonecrest Planned Unit Development, East side of Livernois between Big Beaver and Wattles, Section 22, Currently Zoned R-1E (One Family Residential) District

Mr. Savidant gave an explanation of a Planned Unit Development application and its approval process.

Mr. Carlisle noted a PUD application ties together the proposed rezoning and site plan as a complete package for consideration by the Planning Commission and City Council.

Mr. Carlisle addressed the revisions to the conceptual Preliminary Site Plan since last reviewed by the Board at their July 28, 2015 meeting:

- Relocation of shared access on City property.
- Reconfiguration of parking spaces; additional spaces closer to the building front.
- Increased landscape buffer for City dog park parking lot; greater screening from Livernois, includes rain garden.
- Increased size of shared detention basin.
- Addition of plaza and 10 foot path to serve as a trailhead.

Mr. Carlisle said the City dog park layout is conceptual and the orientation of the dog park in relation to the assisted living facility is flexible and a product both parties are working on. Mr. Carlisle reviewed the overall community benefits that are being offered by the applicant.

Present were Mark Pomerence, Vice President of Development of North Point Development, Thomas Sawyer of Hutson, Sawyer, Rupp & Schroeder law firm and David Hunter of Professional Engineering Associates.

Mr. Pomerence announced homeowners in the Westwood Park and Troy Meadows subdivisions were invited to a meeting to discuss the proposed development. He addressed the Planning Commission comments relating to the massing and orientation of the building. Mr. Pomerence stated a change in the building orientation and site layout would adversely affect the interior design of the building and functionality of the assisted care facility.

Mr. Pomerence displayed a colored site plan. He addressed revisions to the site plan as follows:

- Floor layout, level of security for memory care.
- Access drive; alignment with office buildings across the street, median, wayfinding.
- Stormwater detention basin; water feature.
- Plaza at trailhead; connecting sidewalk to trails.
- Parking; screening, future needs, employee.
- Building setback; building height.
- Dumpster relocation.
- Elevation; brick vs stone facade.
- Ambulatory runs estimation.
- City improvements cost estimate; \$606,233 (includes \$50,000 for dog park improvements).

There was discussion on:

- Building height.
- Grading, slope of property.
- Stormwater management; rain garden.
- Existing trees.

- Snow removal.
- Tax analysis.

Chair Edmunds opened the floor for public comment.

Duane Kristofice, 3404 Talbot, voiced opposition to the proposed development. He addressed concerns with size/height of building, parking, preservation of existing trees, property value and light and noise pollution.

Steve Toth, 2312 Niagara, voiced support of the proposed development in relation to the City dog park and its proximity to the central hub of the City. He said the development would be a good anchor and add quality and value to the dog park.

Chair Edmunds closed the floor for public comment.

It was the consensus of the Planning Commission to schedule a public hearing for the application.

6. DOWNTOWN DEVELOPMENT AUTHORITY (DDA)

City Manager Kischnick addressed the financial status of the DDA. He reported the DDA is doing well, making strong strides toward its debt payment and is moving forward with enhanced maintenance of the Big Beaver Corridor.

9. PUBLIC COMMENT – Items on Current Agenda

There was no one present who wished to speak.

10. PLANNING COMMISSION COMMENT

There were general Planning Commission comments.

The Regular meeting of the Planning Commission adjourned at 8:20 p.m.

Respectfully submitted,



Donald Edmunds, Chair


Kathy L. Czarnecki, Recording Secretary

On September 15, 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
- Allen Kneale
- David Lambert
- Philip Sanzica

Also Present:

- Paul Evans, Zoning and Compliance Specialist
- Julie Q. Dufrane, Assistant City Attorney
- Mitchell Grusnick, Building Official

2. APPROVAL OF MINUTES – May 19, 2015

Moved by Sanzica
Seconded by Desmond

RESOLVED, to approve the May 19, 2015 meeting minutes.

Yes: All

MOTION PASSED

3. APPROVAL OF AGENDA – Move item A to end of Public Hearings.

Moved by Courtney
Seconded by Lambert

RESOLVED, to approve the agenda as proposed.

Yes: All

MOTION PASSED

4. HEARING OF CASES

A. VARIANCE REQUEST, CITY OF TROY, 2060 ROCHESTER – In order to legitimize a recently built home, a 25 foot variance to the required 50 foot front yard setback requirement. Zoning Ordinance Section: 4.07 (D) (1) RT Zoning District.

Moved by Desmond
Seconded by Lambert

RESOLVED, to grant the variance.

Yes: All

MOTION PASSED

- B. VARIANCE REQUEST, CITY OF TROY, 2040 ROCHESTER – In order to legitimize a recently built home, a 25 foot variance to the required 50 foot front yard setback requirement. Zoning Ordinance Section 4.07 (D) (1) RT Zoning District.

Moved by Desmond
Seconded by Lambert

RESOLVED, to grant the variance.

Yes: All

MOTION PASSED

- C. VARIANCE REQUEST, MIKE JOHNSON OF EMERGENCY EGRESS, 2106 ROCHESTER – In order to build two new homes (the existing property will be split into two separate parcels), a 25 foot variance to the required 50 foot front yard setback requirement from the Rochester Road property line. The variance is requested for both proposed parcels. Zoning Ordinance Section 4.07 (D) (1) RT Zoning District

Moved by Eisenbacher
Seconded by Sanzica

RESOLVED, to grant the variance.

Yes: All

MOTION PASSED

- 5. COMMUNICATIONS – None.

- 6. MISCELLANEOUS BUSINESS

Moved by Courtney
Seconded by Eisenbacher

RESOLVED, to request the Planning Department and Planning Commission review the setbacks on major thoroughfares in the RT Zoning classification. It is the Board’s opinion that the front yard setback should be 25 feet, which it was in the past.

Yes: All

MOTION PASSED

7. PUBLIC COMMENT – None
8. ADJOURNMENT – The Zoning Board of Appeals meeting ADJOURNED at 8:14 p.m.

Respectfully submitted,

Glenn Clark, Chairman

Paul Evans, Zoning and Compliance Specialist

G:\ZONING BOARD OF APPEALS\Minutes\2015\Draft\2015 09 15 ZBA Minutes Draft.doc

Date: September 9, 2015

To: Honorable Mayor and City Council ✓

CC: Brian Kischnick; City Manager

Tom Darling; CPA CPFIM Director of Financial Services

From: William R. Need Ex-Officio Member of the Employee Retirement Board

Subject: Resignation

It is with great reluctance (but I feel it is necessary) that I tender my resignation as the retiree member of the City of Troy's Employee Retirement Board effective immediately.

Times have changed since my original appointment in 2004. Now that my wife Nancy and I are spending our winter months in Florida, I feel that I'm not adequately representing the constituency I have been proud to represent over the past eleven years; they deserve a representative that can provide them with twelve months of service.

I feel very proud of the fact that when I brought the lack of retiree representation to the attention of the board, the administration, and the City Council, that they acted very quickly to remedy the situation and that I was selected to fill the position. I sincerely hope that the future holder of this seat will in time be recognized as a full-fledged member of the board and be given a vote. Please remember, there are significantly more retirees that have a stake in the Defined Benefit retirement program than there are active employees that have yet to retire.

Once again I thank you for the faith you had in me to perform these important duties over the past eleven years. I am certain that you will find and appoint a very highly qualified replacement from the vast number of excellent retirees that have served Troy in the past and would be willing to serve this fine community again.

Respectfully,

A handwritten signature in black ink, appearing to read "William R. Need". The signature is written in a cursive style with a large, prominent "W" and "R".

William R. Need



September 10, 2015

Mr. Brian Kischnick
City Manager
City of Troy
500 W. Big Beaver
Troy, Michigan 48084

Dear Mr. Kischnick:

**Regarding: Information to Assist in Great Lakes Water Authority
Contract Assignment Deliberations**

We understand that the Troy City Council will be taking up the matter of the assignment of Troy's current water service contract with the City of Detroit to the Great Lakes Water Authority (GLWA) at its September 14th session and thought it may be helpful to provide some additional background information to assist Council in its deliberations on this important matter. To that end, please find below a response to certain claims presented by a Mr. Bob Cushman of Northville Township, and links to documents and videos that explain the stand-up of the new GLWA.

Regarding the claims of Mr. Cushman, we would like to reinforce some facts about the Detroit Water and Sewerage Department (DWSD) system.

1. In Michigan, public sector water utilities, including DWSD, have never been regulated by the Michigan Public Services Commission (MPSC).
2. DWSD's methods for allocating costs of service to customer communities and designing charges to recover those charges are in alignment with industry standard principles, including those employed by the MPSC, and were developed through a cooperative process that included representatives of our customer communities through the existing Customer Outreach process.
3. DWSD suburban customers are all wholesale contract customers, and each owns and operates their individual retail system and has the privilege and responsibility of serving their individual constituents. In comparison, other large water systems are controlled by the core city (e.g. Chicago, Cleveland) and the individual "suburban" residents and businesses in those systems are not served by an elected board in their own community, but by the core city.

The problem with the information presented by Mr. Cushman is that the DWSD system is the most decentralized of any of these "peer systems" which he identified. In Southeast Michigan, every local government has responsibility for the ultimate provision of water service to their residents and businesses. If DWSD was to operate like these "peer" communities, each city, village and township would need to turn the local control of their systems over to the regional system. His analysis incorrectly compares DWSD wholesale rates with retail rate structures.



Further, his statement that the highest DWSD “rate zone” is 900% more costly than the lowest DWSD “rate zone” is simply not true and illustrates his lack of knowledge of the DWSD charge system.

The DWSD Customer Outreach Team has been hard at work creating videos for use in our customer communities. The intent of these productions is to provide short, summary information suitable for legislative bodies and the general public to assist in their understanding of the complex process to lease the assets of the billion dollar Detroit water and sewer system to the GLWA. Please visit the DWSD Customer Outreach portal (www.dwsdoutreach.org, on the home page under the heading “Great Lakes Water Authority”) for access to videos discussing the following topics: “Making History: Building the Great Lakes Water Authority”; “GLWA FAQ Responses by GLWA Chair Robert J. Daddow”; “Judge Cox Responds to FAQs about the GLWA”; “Introduction to Detroit’s Water and Sewer Collections Improvement Plan”; and “Reflections from the Water Residential Assistance Plan (WRAP) Advisory Group.” On the same page, amongst the video links, you will find links to documents, including the Lease Agreements, GLWA Fact Sheet, GLWA-Detroit FAQ, WRAP FAQ and presentation, and a copy of the Customer Outreach meetings presentation.

Lastly, I would to take a moment to express my gratitude for Troy’s past and present efforts in our Customer Outreach efforts. Troy has always been a good partner in this process and its dedication to this effort is much appreciated.

Sincerely,

A handwritten signature in black ink, reading "Sue F. McCormick". The signature is written in a cursive, flowing style.

Sue F. McCormick
Director

CITY OF TROY EMPLOYEES RETIREMENT SYSTEM
FIFTY-FIRST ANNUAL ACTUARIAL VALUATION
DECEMBER 31, 2014

OUTLINE OF CONTENTS

Page	Items
--	Cover Letter
	Executive Summary, Valuation Results, Comments and Conclusion
A-1	Executive Summary
A-3	Computed City contributions
A-4	Computed City contributions – comparative statement
A-5	Comments and conclusion
A-6	Derivation of actuarial gain/(loss)
A-7	Schedule of funding progress
	Summary of Benefit Provisions and Valuation Data Submitted by the Retirement System
B-1	Summary of benefit provisions
B-3	Reported asset information
B-8	Retired life data
B-12	Vested terminated member data
B-13	Active member data
	Financial Principles, Actuarial Valuation Process, Actuarial Cost Methods, Actuarial Assumptions and Definitions of Technical Terms
C-1	Financial principles
C-4	Actuarial valuation process
C-5	Actuarial cost methods
C-6	Actuarial assumptions in the valuation process
C-9	Actuarial assumptions used for the valuation
C-15	Definitions of technical terms

September 4, 2015

Board of Trustees
City of Troy Employees Retirement System
Troy, Michigan

Submitted in this report are the results of the 51st Annual Actuarial Valuation of the assets, benefit values, reserves and contribution requirements associated with payments provided by the City of Troy Employees Retirement System.

This report was prepared at the request of the Board and is intended for use by the City of Troy Employees Retirement System and those designated or approved by the City of Troy Employees Retirement System. This report may be provided to parties other than the Retirement System only in its entirety and only with the permission of the Retirement System.

The purpose of the valuation is to measure the System's funding progress, to determine the employer contribution rate for the fiscal year ending June 30, 2017, and to determine the actuarial information for reporting purposes. The date of the valuation was December 31, 2014. Calculations required for compliance with the Governmental Accounting Standards Board (GASB) Statement No. 67 are included in a separate report.

The actuarial methods and assumptions used in the actuarial valuation are summarized in Section C of this report. The assumptions are established by the Board after consulting with the actuary. Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law.

This report should not be relied on for any purpose other than the purpose described above. Determinations of the financial results associated with the benefits described in this report in a manner other than the intended purpose may produce significantly different results.

To the best of our knowledge, the information contained in this report is accurate and fairly represents the actuarial position of the City of Troy Employees Retirement System as of the valuation date. All calculations have been made in conformity with generally accepted actuarial principles and practices, with the Actuarial Standards of Practice issued by the Actuarial Standards Board.

Board of Trustees
City of Troy Employees Retirement System
September 4, 2015
Page 2

The valuation was based upon data, furnished by your staff, concerning financial operations and individual participants and vested former participants. We checked for internal and year-to-year consistency, but did not otherwise audit the data. We are not responsible for the accuracy or completeness of the information.

The actuaries submitting this report are independent of the plan sponsor.

Jeffrey T. Tebeau is a Member of the American Academy of Actuaries (MAAA) and meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein.

Respectfully submitted,



Kenneth G. Alberts



Jeffrey T. Tebeau, ASA, MAAA

KGA/JTT:dj

SECTION A

VALUATION RESULTS, COMMENTS AND CONCLUSION

EXECUTIVE SUMMARY

FUNDING OBJECTIVE

The funding objective of the Retirement System is to establish and receive contributions which, expressed as dollar amounts, will remain approximately level from generation to generation of citizens, during the lifetime of the System.

The annual actuarial valuation measures the relationship between System obligations and assets and determines the contribution amount for the ensuing year.

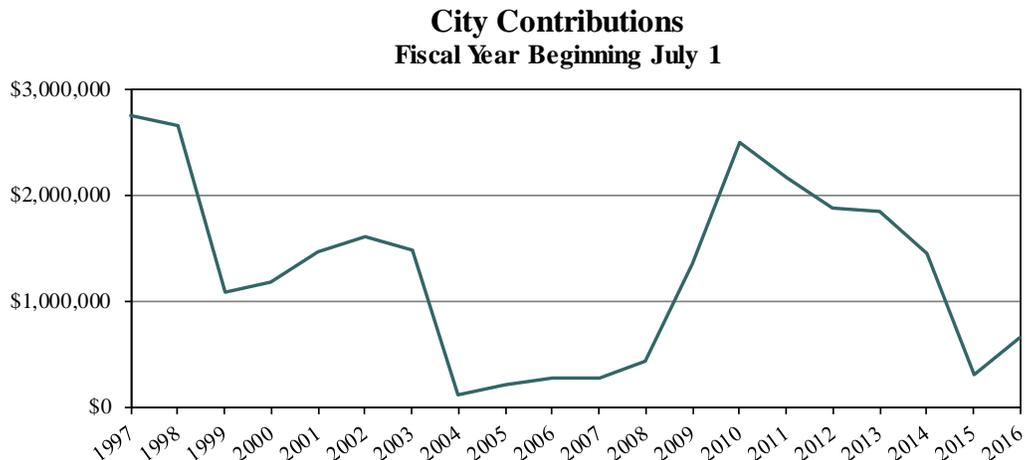
CONTRIBUTIONS

With the System closed to new hires, costs have been computed using the aggregate cost method. The design of the aggregate cost method is to target that all benefits are fully funded when the plan has no active members. Under the aggregate cost method, the Present Value of Future Benefits (PVFB) is reduced by the funding (actuarial) value of assets and the present value of future member contributions. The remainder is financed by City contributions. The method does not generate an actuarial accrued liability.

Computed contributions for the fiscal years beginning July 1 are shown below:

	2016		
	New Mortality Assumption	Old Mortality Assumption	2015
City's Annual Normal Cost	\$ 658,557	\$ 0	\$ 314,025

The 2016-2017 fiscal year contribution requirement reflects a \$340,000 increase in the City's dollar contribution year over year. This was due to changing the mortality assumption to the RP-2014 Mortality Table projected to 2019 in order to reflect the most recent mortality data and keep in line with the Board's conservative management approach. The City's contribution would have been \$0 for fiscal year 2016-2017 under the old assumption.



EXECUTIVE SUMMARY

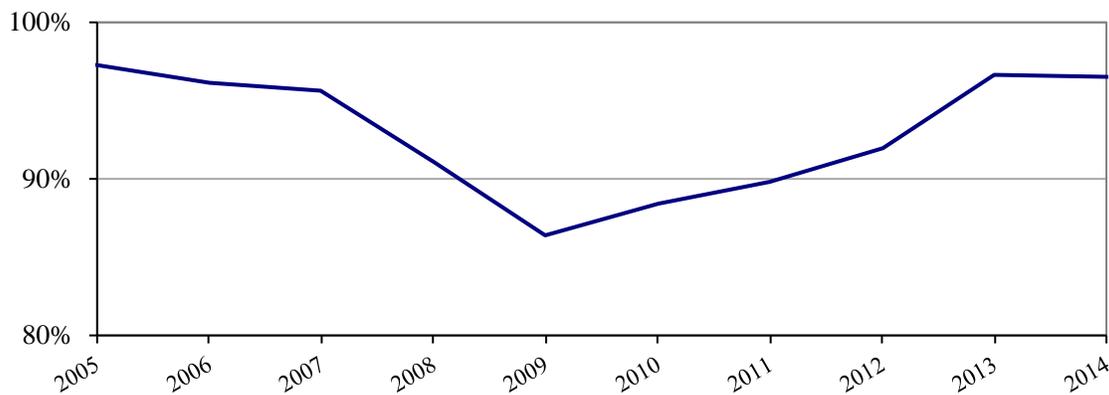
FUNDING PROGRESS

The percentage of Present Value of Future Benefits funded by the funding value of assets is shown below.

	<u>December 31, 2014</u>		<u>December 31, 2013</u>
	<u>New Mortality Assumption</u>	<u>Old Mortality Assumption</u>	
1. Funding Value of Assets	\$ 163,597,116	\$ 163,597,116	\$ 155,001,358
2. Present Value of Future Benefits	169,350,795	161,206,524	160,347,788
3. PVFB / Funding Assets (1 / 2)*	96.6%	101.5%	96.7%

The ratio of PVFB to funding assets was virtually unchanged from the previous valuation. This was again due to changing the mortality assumption, which increased liabilities by \$8.1 million. Under the old mortality assumptions, the System's assets exceeded the liabilities as of December 31, 2014.

**Funded Ratio of Present Value of Future Benefits
as of December 31**



**This ratio is not the same as the "Funded Ratio" under the Entry Age Normal cost method on page A-7.*

SYSTEM EXPERIENCE

For the plan year ended December 31, 2014, the System experienced an actuarial gain of approximately \$6.2 million, or 3.8% of total System liabilities. The total gain was comprised of an \$8.0 million gain due to investment performance and a \$1.8 million loss in connection with System liabilities. Please see page A-6 for the derivation of the actuarial gains and losses.

The \$8.0 million gain on assets corresponds to a recognized rate of return on the funding value of assets of 11.8% versus the 6.5% long-term assumption. The estimated market value rate of return was 7.4%. Please see page B-4 for the derivation of the funding value of assets.

The \$1.8 million loss due to liabilities was due to deviations from assumptions dealing with participant activities and is not related to investment performance. The primary sources of the liability loss were pay increases that were more than assumed, the addition of one active member that was not previously reported, and mortality losses (less actual deaths than assumed).

**COMPUTED CITY CONTRIBUTIONS
OF THE RETIREMENT SYSTEM
FOR THE FISCAL YEAR BEGINNING JULY 1, 2016**

1. Actuarial Present Value of All Future Benefits*:		
- Active	\$	34,473,541
- Terminated Vested		938,138
- Retired		<u>133,939,116</u>
- Total	\$	169,350,795
2. Funding Value of Assets	\$	163,597,116
3. Actuarial Present Value of Future Employee Contributions	\$	1,112,311
4. City's Remaining Unfunded Present Value of Benefits After Recognition of Funding Value of Assets and Future Employee Contributions		
a. At 12/31/2014 (1) - (2) - (3)	\$	4,641,368
b. Projected Forward to 6/30/2016	\$	3,992,042
5. Actuarial Present Value of Future Salary	\$	28,483,454
6. Projected Payroll 7/1/2016 - 6/30/2017#	\$	4,698,840
7. City's Annual Normal Cost for Year Ending June 30, 2017		
(4b) / (5) * (6)	\$	658,557

* An actuarial present value is the present day value of a payment or series of payments that may become payable in the future. To determine an actuarial present value you need to use assumptions for the probability a payment will be paid, in what amount, and when. The probability the payment will be paid is determined by the eligibility provisions and the demographic assumptions for rates of withdrawal, disability, death, and retirement. The amount is determined by the benefit formula and assumptions for salary increases. The "when" determines how long an investment today would earn investment return before it needs to be paid. For example, if the probability of \$1,000 being paid in 10 years is 75% and assumed investment return is 6.5%/year, the actuarial present value is $\$1,000 \times 75\% / (1.065)^{10} = \400 .

Projected payroll reflects only those active employees covered by the closed Retirement System. This amount is expected to decline in the future until all active employees have terminated/retired, at which point it will be \$0. Note, the relationship between computed City contributions and payroll will become less and less meaningful each year.

**COMPUTED CITY PENSION CONTRIBUTIONS
COMPARATIVE STATEMENT**

Fiscal Year Beginning July 1	Valuation Date December 31	% of Payroll Contributions		Valuation
		General	Public Safety	Payroll
1987	1986 *	13.67 %	17.59 %	\$ 12,048,592
1988	1987 *	14.91	16.34	13,083,451
1989	1988	14.69	15.98	14,162,413
1990	1989 *	13.11	19.39	14,774,001
1991	1990 *	13.09	22.99	16,105,129
1992	1991	11.65	21.21	17,323,677
1993	1992	10.02	17.82	17,619,701
1994	1993 *	9.24	20.09	18,518,880
1995	1994	8.00	18.62	17,598,618
1996	1995 *	7.23	16.23	19,039,969
1997	1996	3.66	13.40	20,535,959
1998	1997 *	0.00	10.99	16,133,023
1999	1998 *	4.30	0.04	16,201,219
2000	1999 *	0.05	0.00	15,056,554
2001	2000 *@	0.00	0.00	15,441,200
2002	2001 *	0.00	0.00	14,566,460
2003	2002	1.69	0.00	13,552,549
2004	2003	1.87	0.00	13,052,713
2005	2004	3.64	0.00	12,572,374
2006	2005	4.97	0.00	12,099,631
2007	2006 *	1.79	1.79	11,471,511
2008	2007 *	4.10	4.10	11,045,745
2009	2008	13.57	13.57	10,953,297
2010	2009	26.62	26.62	10,483,020
2011	2010	27.16	27.16	8,959,340
2012	2011	36.57	36.57	5,427,637
2013	2011	36.57	36.57	5,427,637
2014	2012	30.32	30.32	5,069,499
2015	2013	6.70	6.70	4,768,908
2016	2014	0.00	0.00	4,902,224
2016	2014 *	14.02	14.02	4,902,224

* After changes in benefit provisions/cost method/actuarial assumptions.

@ After change in asset valuation method.

Given that the Retirement System is closed to new entrants, payroll is expected to decline in the future until all active employees have terminated/retired, at which point it will be \$0. Note, the relationship between computed City contributions and payroll will become less and less meaningful each year.

COMMENTS

COMMENT A: The City contributed \$1.69 million to the Retirement System in 2014, which exceeded the computed contribution amount based on the 2011 and 2012 actuarial valuations. The Market Value of Assets exceeded the Funding Value of Assets by \$23.7 million as of December 31, 2014. As a result, deferred gains will be recognized in the next four valuations. Absent future investment losses, this should put downward pressure on the future employer contributions.

COMMENT B: A separate account under IRC section 401(h) exists within the Retirement System assets. These funds (including accumulated income) can only be used to pay retiree health benefits (not pension benefits). The market value of the 401(h) account assets as of December 31, 2014 was not provided by the City, and therefore is not included in this report.

COMMENT C: The mortality assumptions have been updated in this valuation in order to reflect the most recent mortality data and expected future mortality improvements. This change caused an increase in the annual contribution requirement of approximately \$0.7 million and an increase in liabilities of \$8.1 million. For a description of the new mortality assumptions, see Section C of this report. This change was largely offset by the experience gain discussed in Comment A.

COMMENT D: In the past, members of the DC plan annuitized their account balances and became retirees of this System. If this is expected to continue in future years, we recommend a study be undertaken to:

- Ensure the conversion factors continue to be appropriate (or are updated as necessary);
- Review the risks associated with allowing this kind of activity in a closed plan; and
- Discuss the long-term funding implication of this kind of activity.

CONCLUSION: It is the actuary's opinion that the required contribution determined by the most recent actuarial valuation is sufficient to meet the Retirement System's funding objective. In addition, to ensure that the Retirement System maintains the ability to pay retiree benefits when due, and to reduce the likelihood of future required contribution amounts increasing from the current level, continued timely receipt of annual computed contributions is essential.

DERIVATION OF ACTUARIAL GAIN/(LOSS) YEAR ENDED DECEMBER 31, 2014

The actuarial gains or losses realized in the operation of the Retirement System provide an experience test. Gains and losses are expected to cancel each other over a period of years (in the absence of double-digit inflation) and sizable year to year fluctuations are common. Detail on the derivation of the actuarial gain/loss is shown below, along with a year by year comparative schedule.

	Total Liability - (PV Future Benefits)	Funding Value - of Assets	PV Future Employee - Contributions	= Unfunded PV of Employer Financed Future Benefits
(1) Start of year	\$ 160,347,788	\$ 155,001,358	\$ 1,198,948	\$ 4,147,482
(2) Employer and employee contributions	0	1,862,064	(169,975)	(1,692,089)
(3) Benefits paid	(11,041,076)	(11,041,076)	0	0
(4) Interest accrual	10,063,771	9,776,770	72,407	214,594
(5) Expected before changes: (1) + (2) + (3) + (4)	159,370,483	155,599,116	1,101,380	2,669,987
(6) DC transfers [#]	0	0	0	0
(7) Change from revised benefit provisions	0	0	0	0
(8) Change from actuarial assumptions	8,144,271	0	3,811	8,140,460
(9) Expected amount after changes: (5) + (6) + (7) + (8)	167,514,754	155,599,116	1,105,191	10,810,447
(10) Actual at end of year	169,350,795	163,597,116	1,112,311	4,641,368
(11) Gain/(Loss): (9) - (10)	\$ (1,836,041)	\$ (7,998,000)	\$ (7,120)	\$ 6,169,079
Gain/(Loss) as percent of present value of future benefit at start of year	(1.2)% Loss	- (5.0)% Gain	- 0.0% N/A	= 3.8% Gain

Liability due to the annuitizing of Defined Contribution accounts was assumed to be equal to the asset transfer. Transfers were assumed to occur mid-year for purposes of calculating interest.

Valuation Date December 31	Actuarial Gain/(Loss) As % of Beginning PVFB*
2005	(0.7) %
2006	(0.6)
2007	0.3
2008	(5.2)
2009	(6.0)
2010	1.2
2011	1.1
2012	1.4
2013	4.2
2014	3.8

** Prior to 2007 this exhibit shows Actuarial Gain/(Loss) as a % of Beginning Actuarial Accrued Liabilities.*

SCHEDULE OF FUNDING PROGRESS
(\$ AMOUNTS IN THOUSANDS)

Actuarial Valuation Date December 31	Actuarial Value of Assets# (a)	Actuarial Accrued Liability* (AAL) (b)	Unfunded AAL (b)-(a)	Funded Ratio (a)/(b)	Active Member Covered Payroll (c)	Unfunded AAL as a Percentage of Active Member Covered Payroll ((b-a)/c)
1997	\$ 120,718	\$ 105,689	\$ (15,029)	114.2	\$16,133	(93.2) %
1998	109,474	90,869	(18,605)	120.5	16,201	(114.8)
1999	118,595	94,661	(23,934)	125.3	15,057	(159.0)
2000	123,956	99,740	(24,216)	124.3	15,441	(156.8)
2001	123,669	97,140	(26,529)	127.3	14,566	(182.1)
2002	117,372	95,527	(21,845)	122.9	13,553	(161.2)
2003	126,738	103,558	(23,180)	122.4	13,053	(177.6)
2004	126,802	109,364	(17,438)	115.9	12,572	(138.7)
2005	128,790	113,260	(15,530)	113.7	12,100	(128.4)
2006	132,168	119,299	(12,869)	110.8	11,472	(112.2)
2007	132,917	123,162	(9,755)	107.9	11,046	(88.3)
2008	128,249	126,138	(2,111)	101.7	10,953	(19.3)
2009	132,465	139,519	7,054	94.9	10,483	67.3
2010	133,400	139,232	5,832	95.8	8,959	65.1
2011	145,523	153,564	8,041	94.8	5,428	148.1
2012	147,568	153,045	5,477	96.4	5,069	108.0
2013	155,001	153,416	(1,585)	101.0	4,769	(33.2)
2014	163,597	162,645	(952)	100.6	4,902	(19.4)

Smoothed-market value.

* Reflects the Entry Age Normal actuarial cost method, which is not used for funding purposes.

The funded status measure shown above is not appropriate for assessing the sufficiency of system assets to cover the estimated cost of settling the System's benefit obligations, nor for assessing the need for, or amount of, future contributions.

SECTION B

**SUMMARY OF BENEFIT PROVISIONS AND
VALUATION DATA SUBMITTED BY THE
RETIREMENT SYSTEM**

**BENEFIT PROVISIONS EVALUATED AND/OR CONSIDERED
(DECEMBER 31, 2014)**

REGULAR RETIREMENT (no reduction factor for age):

Eligibility - T.P.O.A., T.F.S.O.A. and T.C.O.A. members: 25 years of service; or age 60 with 10 years of service. General AFSCME, General Clerical Members, Classified or Exempt: Age 50 with 27 years of service; or age 55 with 25 years of service; or age 60 with 10 years of service.

Mandatory Retirement Age - None.

Annual Amount

Division	Benefit	Supplemental Benefit
T.P.O.A.	2.80% * FAC to 25 years 1.00% * FAC 26-30 years	
T.C.O.A.	2.80% * FAC to 25 years 1.00% * FAC 26-30 years	
T.F.S.O.A.	2.25% * FAC * Service	0.25% * FAC * Service
General AFSCME	2.25% * FAC * Service	0.25% * FAC * Service
General Classified/Exempt	2.25% * FAC * Service	0.25% * FAC * Service
General Clerical	2.25% * FAC * Service	0.25% * FAC * Service

Type of Final Average Compensation - Highest 3 years out of last 10. Some lump sums are included but payment of sick or vacation leave is not included.

EARLY RETIREMENT (AGE REDUCTION FACTOR USED):

Eligibility - Age 55 with 10 years of service.

Annual Amount - Computed as regular retirement benefit but reduced by 1/2% for each month by which retirement precedes age 60.

DEFERRED RETIREMENT (vested benefits):

Eligibility - 10 years of service. Benefit payable at age 60.

Annual Amount - Same as regular retirement but based on credited service and final average compensation at termination.

DUTY DISABILITY RETIREMENT:

Eligibility - No age or service requirement. Worker's compensation must be payable.

Annual Amount - Same as regular retirement. Upon termination of worker's compensation the benefit is recomputed to grant service credit for the period in receipt of worker's compensation. Minimum benefit is based on 10 years of credited service (66-2/3% of final average compensation for non-command/exempt public safety members, while in receipt of worker's compensation).

NON-DUTY DISABILITY RETIREMENT:

Eligibility - 5 years of service (10 years for Exempt and Classified, AFSCME employees hired after 2/96).

Annual Amount - Same as regular retirement, but with a minimum benefit based on 10 years of credited service.

DUTY DEATH BEFORE RETIREMENT:

Eligibility - No age or service requirement.

Annual Amount - Widow's benefit equal to regular retirement benefit actuarially reduced in accordance with a 100% joint and survivor election. Minimum benefit is 25% (50% for T.F.S.O.A., Command Officers and T.P.O.A.) of final average compensation. If no widow, children under 18 share equally in 25% (50% for Command Officers and T.P.O.A.) of final average compensation.

NON-DUTY DEATH BEFORE RETIREMENT:

Eligibility - 10 years service.

Annual Amount - Same as regular retirement but reduced in accordance with a 100% joint and survivor election.

AUTOMATIC DEATH BENEFIT AFTER RETIREMENT: NONE.

POST-RETIREMENT ADJUSTMENTS: One-time increases were granted in 1973, 1977, 1978, 1981, 1983, 1989 and 1999.

HEALTH INSURANCE PREMIUM SUBSIDY: Post-retirement health insurance premiums are subsidized by the City as follows:

T.C.O.A. - Fully paid after 7/1/94.

T.P.O.A. - 4% per complete year, retired after 2/20/1996.

T.F.S.O.A.- 4% per complete year, retired after 1/1/99.

AFSCME - 4% per complete year, retired after 1/1/01.

Classified Exempt, Clerical - \$400/month or 4% per complete year, whichever is greater.

Retirees from prior provisions - \$400/month or 3% per complete year, whichever is greater.

Liabilities for the health insurance premium subsidy are included in the City's OPEB valuation report and not included in the Retirement System valuation (this report).

MEMBER CONTRIBUTIONS: Expressed as percentages of compensation as follows:

1.5% for clerical members

3.0% for T.F.S.O.A.

1.5% for classified and Exempt members

1.5% for AFSCME

4.0% for T.P.O.A.

4.0% for T.C.O.A.

REPORTED FUND BALANCE (MARKET VALUE)

Reserves	Reported Fund Balance December 31,	
	2014	2013
Reserve for Employees' Contributions	\$ 2,411,022	\$ 2,351,134
Reserve for Employer Contributions	156,974,334	121,602,342
Reserve for Retired Benefit Payments	27,230,171	34,871,897
Reserve for Undistributed Investment Income	677,230	24,750,283
Reserve for Health Insurance Premiums	0*	23,753,218
Total Fund Balance	\$187,292,757	\$207,328,874

* Reserve for Health Insurance Premiums not reported for this valuation.

Valuation assets are equal to reported market value of assets (excluding health reserves), except that all realized and unrealized gains and losses are spread over a period of years, with 20% recognition the first year. Such spreading reduces the fluctuation in the City's computed contribution rate which might otherwise be caused by market value fluctuations. The details of the spreading technique are shown on page B-4. The valuation assets as of December 31, 2014 total \$163,597,116.

In financing Actuarial Accrued Liabilities, valuation assets of \$163,597,116 were distributed as follows:

Reserves for	Valuation Assets Applied to Actuarial Accrued Liabilities for			Totals
	Active Members	Retirants & Beneficiaries	Contingency Reserve	
Employees' Contributions	\$ 2,411,022			\$ 2,411,022
Employer Contributions	50,265,389	\$ 106,708,945		156,974,334
Retired Benefit Payments		27,230,171		27,230,171
Reserve for Undist. Investment Income	677,230			677,230
Valuation Asset Adjustment	(23,695,641)			(23,695,641)
Totals	\$29,658,000	\$133,939,116		\$163,597,116

DERIVATION OF VALUATION ASSETS
MARKET VALUE WITH 20% RECOGNITION OF THE DIFFERENCE BETWEEN
THE MARKET RATE OF RETURN AND THE PROJECTED RATE OF RETURN

	2013	2014	2015	2016	2017	2018
A. Funding Value Beginning of Year	\$147,567,945	\$155,001,358				
B. Market Value End of Year	183,575,656	187,292,757				
C. Market Value Beginning of Year	152,430,321	183,575,656				
D. Non-Investment Net Cash Flow (EE + ER cont.) - (Ret Ben. + Refunds)	(9,232,577)	(9,179,012)				
E. Investment Income:						
E1. Market Total: B-C-D	40,377,912	12,896,113				
E2. Assumed Rate	6.50%	6.50%				
E3. Amount for Immediate Recognition: E2 * (A+D/2)	9,291,858	9,776,770				
E4. Amount for Phased-In Recognition: E1-E3	31,086,054	3,119,343				
F. Phased-In Recognition of Investment Income:						
F1. Current Year: 0.20*E4	6,217,211	623,869				
F2. First Prior Year	1,639,367	6,217,211	\$ 623,869			
F3. Second Prior Year	(730,198)	1,639,367	6,217,211	\$ 623,869		
F4. Third Prior Year	247,752	(730,198)	1,639,367	6,217,211	\$ 623,869	
F5. Fourth Prior Year	0	247,751	(730,199)	1,639,367	6,217,210	\$623,867
F6. Total Recognized Investment Gain	7,374,132	7,998,000	7,750,248	8,480,447	6,841,079	623,867
G. Funding Value End of Year: A+D+E3+F6	155,001,358	163,597,116				
H. Difference between Market & Funding Value	28,574,298	23,695,641				
I. Recognized Rate of Return	11.66%	11.82%				
J. Ratio of Funding Value to Market Value	84%	87%				

ASSET INFORMATION REPORTED FOR VALUATION COMPARATIVE STATEMENT

Year Ended December 31	Revenues					Expenses			Assets Year-End *
	Employee Contrib.	Employer Contrib.	Investment Income	Misc. Income	Retirement Benefits	Contrib. Refunds	Health Insurance	Misc. Expenses	
1985	\$ 1,011	\$1,483,547	\$ 3,952,592	\$ 0	\$ 349,086	\$ 11,087	\$ 18,268	\$ 3,026	\$ 25,952,007
1990	1,558	2,401,060	3,861,487	0	782,167	19,292	68,886	4,984	56,013,922
1991	1,760	3,081,239	11,116,274	0	878,775	1,431	87,281	0	69,245,708
1992	6,177	2,626,564	7,134,901	0	1,040,882	14,188	100,340	5,600	77,852,340
1993	24,939	2,647,753	7,900,961	0	1,115,225	392	119,120	6,000	87,185,256
1994	144,934	2,950,360	(187,532)	0	1,351,290	590	152,637	6,300	88,582,201
1995	198,746	3,156,148	20,889,448	0	1,819,840	14,066	220,291	6,600	110,765,746
1996	335,144	3,311,550	16,325,274	0	2,013,257	3,047	251,138	11,300	128,458,972
1997	371,811	3,167,814	25,544,354	0	2,459,287	11,273	329,312	16,404	154,726,675
1998	340,807	2,819,785	21,825,629	0	2,666,133	19,105,397	449,779	19,846	160,216,807
1999	335,828	1,795,070	12,085,389	0	2,860,935	1,095,796	481,660	28,782	167,220,855
2000	421,161	1,113,993	3,075,759	0	3,156,251	7,349,663	688,138	27,515	160,610,201
2001	398,572	1,303,079	2,162,267	0	3,351,223	6,753,854	693,345	28,998	153,646,699
2002	364,130	1,532,439	(7,992,398)	0	3,496,301	7,249,513	942,054	31,653	135,831,349
2003	343,629	1,543,286	25,064,474	0	3,843,356	10,230	1,102,076	29,334	157,797,742
2004	333,305	1,571,547	12,763,027	0	4,482,783	335,998	1,254,559	29,322	166,362,959
2005	309,731	972,454	2,995,153	0	4,923,401	2,613	1,368,331	53,247	164,292,705
2006	308,887	247,688	14,764,828	0	5,529,394	57,875	1,592,311	32,382	172,402,146
2007	315,677	218,653	15,286,055	0	5,924,256	5,516	1,855,527	47,947	180,389,285
2008	316,708	376,155	(44,700,324)	0	6,204,282	0	2,101,958	62,349	128,013,235
2009	7,651,667 #	838,969	33,216,875	0	7,944,132	0	2,558,948	67,073	159,150,593
2010	285,047	1,953,321	22,366,478	0	7,596,953	0	3,042,783	54,894	173,060,809
2011	10,145,048 #	2,789,888	2,455,082	0	9,124,671	0	3,535,596	53,140	175,737,420
2012	189,697	2,124,994	17,431,467	0	10,615,760	0	4,158,738	45,429	180,663,651
2013	184,007	1,415,822	40,399,275	0	10,832,406	0	4,480,112	21,363	207,328,874
2014	169,975	1,692,089	12,919,013	0	11,041,076	0	0	22,900	187,292,757

* Prior to 2014 the exhibit includes assets for retiree health benefits.

Includes amounts moved from the City's defined contribution plan for employees choosing to transfer to the Employees Retirement System.

**SUMMARY OF
CURRENT ASSET INFORMATION *
REPORTED FOR VALUATION**

Market Value of Assets

	<u>12/31/2014</u> <u>Market Value</u>	<u>12/31/2013</u> <u>Market Value</u>
Cash & equivalents	\$ 456,604	\$ 14,094,641
Government & Municipal bonds	5,488,579	6,043,694
Corporate bonds	32,266,469	5,767,911
Stock	122,706,895	157,871,757
Bond mutual funds	0	19,116,786
Other	26,374,479	4,434,402
Total assets	<u>187,293,026</u>	<u>207,329,191</u>
Less accounts payable	<u>269</u>	<u>317</u>
Net assets available for benefits	<u><u>\$187,292,757</u></u>	<u><u>\$207,328,874</u></u>

Revenues and Expenses

	<u>2014</u>	<u>2013</u>
Balance - January 1	\$183,575,656	\$180,663,651
Revenues		
Employees' contributions [#]	169,975	184,007
Employer contributions	1,692,089	1,415,822
Investment income	13,304,490	40,582,855
Miscellaneous	0	0
Expenses		
Benefit payments	11,041,076	10,832,406
Refunds of member contributions	0	0
Administrative expenses	0	21,363
Investment expenses	385,477	183,580
Health insurance premiums	0	4,480,112
Miscellaneous	22,900	0
Balance - December 31	<u><u>\$187,292,757</u></u>	<u><u>\$207,328,874</u></u>

* Prior to 2014 the exhibit includes assets for retiree health benefits.

Includes amounts moved from the City's defined contribution plan for employees choosing to transfer to the Employees Retirement System.

RECENT HISTORICAL MARKET VALUE RATES OF RETURN

Year Ending	Rate of Return	Five-Year Average	Ten-Year Average
2005	1.8%		
2006	9.2%		
2007	9.1%	9.3%	
2008	(25.3)%	(0.4)%	
2009	26.2%	2.7%	
2010	14.4%	5.1%	
2011	1.4%	3.6%	4.9%
2012	10.3%	3.8%	6.5%
2013	23.4%	14.8%	6.9%
2014	7.4%	11.1%	6.8%

**RETIREES AND BENEFICIARIES ADDED TO AND REMOVED FROM ROLLS
DEFINED BENEFIT PLAN
COMPARATIVE STATEMENT**

Year Ended December 31	Added to Rols			Removed from Rols		Rols End of Year		% Incr. Annual Benefit	Average Annual Benefit	Present Value of Benefits	Expected Removal
	No.	Annual Benefit	Post-Ret. Increases	No.	Annual Benefit	No.	Annual Benefit				
1988	6	\$ 82,290		2	\$ 8,825	78	\$ 538,704	13.0%	\$ 8,188	\$ 6,997,601	1.7
1989	6	71,518	\$ 26,993	1	4,836	83	732,379	14.7	8,824	7,902,521	1.9
1990	5	102,108		2	13,370	86	821,117	12.1	9,548	8,852,756	2.1
1991	10	185,752		6	53,568	90	953,301	16.1	10,592	10,403,174	2.2
1992	10	154,697		4	41,160	96	1,066,838	11.9	11,113	11,711,334	2.4
1993	6	110,685		3	26,135	99	1,151,388	7.9	11,630	12,514,776	2.6
1994	21	648,681			(1,572)	120	1,798,497	56.2	14,987	20,491,084	2.7
1995	6	84,312		4	55,506	122	1,827,303	1.6	14,978	21,287,811	2.9
1996	20	446,833		6	60,831	136	2,213,305	21.1	16,274	25,459,651	2.0
1997	14	420,457		1	10,217	149	2,623,545	18.5	17,608	30,537,712	2.8
1998	8	163,633		4	56,055	153	2,731,123	4.1	17,850	31,402,870	3.6
1999	10	286,293		3	69,193	160	2,948,223	7.9	18,426	33,748,959	4.0
2000	11	340,403		8	59,325	163	3,229,301	9.5	19,812	37,083,835	4.0
2001	9	240,483		3	24,905	169	3,444,879	6.7	20,384	39,424,271	4.4
2002	8	189,284		6	59,479	171	3,574,684	3.8	20,905	40,667,169	4.4
2003	15	521,015		4	17,957	182	4,077,742	14.1	22,405	47,046,673	4.4
2004	21	615,572		7	87,193	196	4,606,121	13.0	23,501	53,030,527	4.8
2005	14	520,152		5	101,352	205	5,024,921	9.1	24,512	57,995,428	4.8
2006	15	609,624		3	29,746	217	5,604,799	11.5	25,829	64,573,648	4.8
2007	18	459,496		3	53,602	232	6,010,693	7.2	25,908	68,494,664	5.5
2008	11	176,381		3	30,933	240	6,156,141	2.4	25,651	69,351,765	5.8
2009	23	1,270,351		8	114,219	255	7,312,273	18.8	28,676	84,166,668	6.4
2010	17	547,081		7	93,784	265	7,765,570	6.2	29,304	88,664,507	6.4
2011	62	3,024,612		5	49,056	322	10,741,127	38.3	33,358	125,716,820	6.8
2012	6	179,886		6	118,671	322	10,802,342	0.6	33,548	124,959,897	7.2
2013	11	448,170		8	154,430	325	11,096,083	2.7	34,142	127,597,665	7.4
2014	4	139,126		3	91,375	326	11,143,834	0.4	34,184	133,939,116	7.7

RETIREES AND BENEFICIARIES - DECEMBER 31, 2014
TABULATED BY VALUATION DIVISIONS

DEFINED BENEFIT MEMBERS

Valuation Division	No.	Annual Benefits	Average Age
General	207	\$ 5,257,230	69.4 years
Public Safety	<u>119</u>	<u>5,886,604</u>	63.0 years
Totals	326	\$ 11,143,834	

**RETIREES AND BENEFICIARIES INCLUDED IN DEFINED BENEFIT VALUATION
TABULATED BY TYPE OF BENEFITS BEING PAID
DECEMBER 31, 2014**

Type of Benefits Being Paid	Number	Annual Benefits
Age and Service benefits		
Regular benefit - benefit terminating at death of retirant	97	\$ 2,803,730
100% Joint and Survivor benefit		
Option A	84	4,128,072
Option C	62	2,311,989
50% Joint and Survivor benefits		
Option B	21	603,304
Option D	24	784,555
Survivor Beneficiary	<u>25</u>	<u>334,228</u>
Total age and service benefits	313	\$10,965,878
Casualty benefits		
Non-Duty Disability - Regular		
- Retiree - Regular benefit	2	\$ 55,907
- Retiree - Option C	1	12,097
- Beneficiary	4	21,843
Duty- Disability - Option A	1	7,866
Non-Duty Death benefit	3	44,206
Duty Death benefit	<u>2</u>	<u>36,037</u>
Total Casualty benefits	13	177,956
Total Benefits Being Paid	326	\$11,143,834

**RETIREES AND BENEFICIARIES INCLUDED IN DEFINED BENEFIT VALUATION
BY ATTAINED AGES
DECEMBER 31, 2014**

Attained Ages	No.	Annual Pensions
45-49	4	\$ 146,457
50-54	21	1,062,909
55-59	51	2,483,187
60-64	86	3,634,431
65-69	59	1,735,813
70-74	44	1,061,724
75-79	17	423,684
80-84	20	346,932
85-89	17	188,920
90-94	7	59,777
Totals	326	\$ 11,143,834

**VESTED TERMINATED MEMBERS INCLUDED IN DEFINED BENEFIT VALUATION
BY ATTAINED AGES
DECEMBER 31, 2014**

Attained Ages	Estimated	
No.	Annual Benefits	
39	1	\$ 45,284
45	1	24,588
51	1	5,110
53	1	13,230
55	2	15,012
56	1	8,033
57	1	16,662
59	1	13,419
60	1	3,414
Totals	10	\$ 144,752

ACTIVE MEMBERS - DECEMBER 31, 2014
TABULATED BY VALUATION DIVISIONS

DEFINED BENEFIT MEMBERS

Valuation Division	No.	Annual Payroll	Average Age	Average Service	Average Pay
General	22	\$1,495,627	54.6 years	20.6 years	\$67,983
Public Safety	35	3,406,597	45.5 years	19.2 years	97,331
Totals	57	\$4,902,224			

ACTIVE MEMBERS INCLUDED IN DEFINED BENEFIT VALUATION

Valn. Date Dec. 31	Active Members					Average				
	General		Public Safety			Valuation Payroll	Age	Service	Pay	% Incr.
	Class/ Exempt	Other	Comm/ Other	TPOA	Total					
1972		183		66	249	\$ 2,907,267	36.1 yrs.	4.7 yrs.	\$ 11,676	7.6 %
1973		205		64	269	3,434,997	36.2	4.9	12,770	9.4
1974		222		68	290	4,123,892	36.3	5.3	14,220	11.4
1975		247		81	328	4,996,368	36.2	5.5	15,233	7.1
1976		254	20	62	336	5,615,394	36.8	6.2	16,712	9.7
1977		269	18	63	350	5,970,264	37.7	6.5	17,058	2.1
1978		261	18	69	348	6,628,692	38.0	7.2	19,048	11.7
1979		282	22	72	376	7,700,464	37.9	7.2	20,480	7.5
1980		279	21	86	386	8,947,885	38.0	7.6	23,181	13.2
1981	100	167	25	87	379	9,697,649	38.4	8.3	25,587	10.4
1982	92	163	32	78	365	9,954,722	39.0	9.2	27,273	6.6
1983	94	140	30	78	342	10,214,049	39.2	10.0	29,866	9.5
1984	97	135	32	74	338	10,518,429	39.2	11.3	31,120	4.2
1985	103	139	32	79	353	11,373,793	39.2	11.1	32,220	3.5
1986	108	141	37	79	365	12,048,592	39.5	11.0	33,010	2.5
1987	116	143	41	84	384	13,083,451	40.0	11.3	34,071	3.2
1988	118	142	43	86	389	14,162,413	40.4	11.7	36,407	6.8
1989	122	144	47	86	399	14,774,001	40.5	11.7	37,028	1.7
1990	128	148	46	90	412	16,105,129	41.1	12.0	39,090	5.6
1991	129	150	44	98	421	17,323,677	41.5	12.0	41,149	5.3
1992	132	150	45	96	423	17,619,701	42.0	12.7	41,654	1.2
1993	134	150	47	93	424	18,518,880	42.6	13.1	43,677	4.9
1994	128	147	39	87	401	17,598,618	43.0	13.4	43,887	0.5
1995	127	153	43	95	418	19,039,969	43.4	13.6	45,550	3.8
1996@	135 *	160	44	95	434	20,535,959	43.2	13.1	47,318	3.9
1997	55 *	146	37	102	340	16,133,023	42.4	12.1	47,590	0.6
1998	59	116 #	40	99	314	16,201,219	43.0	13.3	51,761	8.8
1999	55	85 #	40	99	279	15,056,554	43.4	14.4	54,553	5.4
2000	55	76	29	97 *	257	15,441,200	44.1	14.8	60,317	10.6
2001	56	73	20	92	241	14,566,460	44.7	14.7	60,442	0.2
2002	59	66	21	71	217	13,552,549	45.7	15.8	62,454	3.3
2003	56	61	19	69	205	13,052,713	46.5	16.3	63,672	1.9
2004	52	54	19	61	186	12,572,374	46.9	16.9	67,593	6.2
2005	48	51	21	54	174	12,099,631	47.7	17.4	69,538	2.9
2006	44	46	20	51	161	11,471,511	48.0	17.6	71,252	2.5
2007	37	40	21	49	147	11,045,745	48.1	18.1	75,141	5.5
2008	37	36	22	47	142	10,953,297	48.8	19.0	77,136	2.7
2009	30	32	20	46	128	10,483,020	48.9	19.1	81,899	6.2
2010	23	28	18	46	115	8,959,340	49.1	19.7	77,907	(4.9)
2011	9	16	11	34	70	5,427,637	47.1	17.7	77,538	(0.5)
2012	7	14	12	31	64	5,069,499	48.2	18.6	79,211	2.2
2013	7	14	11	26	58	4,768,908	48.2	18.9	82,223	3.8
2014	8	14	12	23	57	4,902,224	49.0	19.8	86,004	4.6

* Includes 1 member on leave of absence.

Includes 3 members on leave of absence.

@ Represents the peak of active membership.

**ADDITIONS TO AND REMOVALS FROM ACTIVE MEMBERSHIP
ACTUAL AND EXPECTED NUMBERS**

Year Ended Dec. 31	Number Added During Year		Normal Retirement		Disability Retirement		Died-In- Service		Terminations			Active Members End of Year
	A	E	A	E	A	E	A	E	Trans. to DC	Other	E	
									A	A		
1995	17	16	3	8.6	0	1.2	1	1.2		10	17.8	418
1996	40	24	15	8.7	0	1.3	0	0.8		9	23.5	434
1997	27	121	13	8.7	0	1.3	0	0.8	98	10	23.5	340
1998	9	35	4	6.9	0	0.8	0	0.8	28	3	18.6	314
1999	5	40	7	8.6	0	0.7	0	0.5	26	7	14.7	279
2000	1	23	9	9.3	0	0.6	0	0.4	11	3	10.3	257
2001	0	16	4	6.9	0	0.6	1	0.5	10	1	8.2	241
2002	1	25	6	5.3	0	0.8	0	0.5	19	0	6.5	217
2003	0	12	10	4.4	0	0.7	1	0.4	0	1	5.3	205
2004	0	19	15	13.5	0	0.6	0	0.4	0	4	3.5	186
2005	0	12	10	13.5	1	0.6	0	0.4	0	1	3.5	174
2006	1	14	13	10.6	0	0.6	0	0.4	0	1	3.1	161
2007	0	14	13	9.5	0	0.6	0	0.4	0	1	2.6	147
2008	0	5	5	11.5	0	0.5	0	0.3	0	0	2.3	142
2009	0	14	14	11.7	0	0.5	0	0.3	0	0	2.0	128
2010	0	0	12	12.8	1	0.5	0	0.3	0	0	1.7	115
2011	0	0	44	13.1	1	0.4	0	0.2	0	0	1.4	70
2012	0	0	1	4.7	2	0.2	0	0.1	0	3	1.0	64
2013	1	0	7	6.0	0	0.2	0	0.1	0	0	0.8	58
2014	1	0	2	1.2	0	0.1	0	0.1	0	0	0.4	57
5-Yr. Totals	2	0	66	37.8	4	1.4	0	0.8	0	3	5.3	

A Represents actual number.

E Represents expected number based on assumptions outlined in Section C.

GENERAL (CLERICAL) - DECEMBER 31, 2014
BY ATTAINED AGE AND YEARS OF SERVICE

Age Group	Years of Accrued Service							Totals	
	0-4	5-9	10-14	15-19	20-24	25-29	30 Plus	No.	Salary
35-39				1				1	\$ 53,687
45-49				1				1	68,675
55-59				2				2	105,711
69				1				1	47,395
71				1				1	44,619
Totals				6				6	\$ 320,087

While not used in the financial computations, the following group averages are computed and shown because of their general interest:

Age: 56.1 years.

Service: 17.8 years.

Annual Pay: \$53,348

GENERAL (CLASSIFIED AND EXEMPT) - DECEMBER 31, 2014
BY ATTAINED AGE AND YEARS OF SERVICE

Age Group	Years of Accrued Service						Totals		
	0-4	5-9	10-14	15-19	20-24	25-29	30 Plus	No.	Salary
40-44					1			1	\$ 80,912
45-49				1				1	69,037
50-54				1	2	1		4	325,717
55-59				1		1		2	180,584
Totals				3	3	2		8	\$ 656,250

While not used in the financial computations, the following group averages are computed and shown because of their general interest:

Age: 52.9 years.

Service: 22.5 years.

Annual Pay: \$82,031

GENERAL (AFSCME) - DECEMBER 31, 2014
BY ATTAINED AGE AND YEARS OF SERVICE

Age Group	Years of Accrued Service							Totals	
	0-4	5-9	10-14	15-19	20-24	25-29	30 Plus	No.	Salary
45-49				1	1			2	\$ 105,126
50-54				1	1			2	137,780
55-59						1		1	79,440
60					2			2	135,656
64				1				1	61,288
Totals				3	4	1		8	\$ 519,290

While not used in the financial computations, the following group averages are computed and shown because of their general interest:

Age: 55.2 years.

Service: 20.8 years.

Annual Pay: \$64,911

PUBLIC SAFETY – (T.F.S.O.A.) - DECEMBER 31, 2014
BY ATTAINED AGE AND YEARS OF SERVICE

Age	Years of Accrued Service						Totals	
Group	5-9	10-14	15-19	20-24	25-29	30 Plus	No.	Salary
							0	\$ -
Totals							0	\$ -

While not used in the financial computations, the following group averages are computed and shown because of their general interest:

Age: 0.0 years.

Service: 0.0 years.

Annual Pay: \$0

PUBLIC SAFETY (T.P.O.A.) - DECEMBER 31, 2014
BY ATTAINED AGE AND YEARS OF SERVICE

Age Group	Years of Accrued Service						Totals		
	0-4	5-9	10-14	15-19	20-24	25-29	30 Plus	No.	Salary
35-39				3				3	\$ 258,716
40-44			1	5				6	498,844
45-49				9	1			10	863,266
50-54				1	2			3	296,408
55-59					1			1	92,855
Totals			1	18	4			23	\$ 2,010,089

While not used in the financial computations, the following group averages are computed and shown because of their general interest:

Age: 45.4 years.

Service: 19.1 years.

Annual Pay: \$87,395

PUBLIC SAFETY (T.C.O.A.) - DECEMBER 31, 2014
BY ATTAINED AGE AND YEARS OF SERVICE

Age Group	Years of Accrued Service						Totals		
	0-4	5-9	10-14	15-19	20-24	25-29	30 Plus	No.	Salary
35-39			1					1	\$ 119,515
40-44				3				3	335,103
45-49				5	1	1		7	837,252
50-54					1			1	104,638
Totals			1	8	2	1		12	\$ 1,396,508

While not used in the financial computations, the following group averages are computed and shown because of their general interest:

Age: 45.7 years.
Service: 19.5 years.
Annual Pay: \$116,376

SECTION C

**FINANCIAL PRINCIPLES, ACTUARIAL VALUATION
PROCESS, ACTUARIAL COST METHODS,
ACTUARIAL ASSUMPTIONS AND DEFINITIONS OF
TECHNICAL TERMS**

BASIC FINANCIAL PRINCIPLES AND OPERATION OF THE RETIREMENT SYSTEM

Benefit Promises Made Which Must Be Paid For. A retirement program is an orderly means of handing out, keeping track of, and financing pension promises to a group of employees. As each member of the retirement program acquires a unit of service credit the member is, in effect, handed an "IOU" which reads: "The City of Troy Employees Retirement System promises to pay you one unit of retirement benefits, payments in cash commencing when you retire."

The principal related financial question is: When shall the money required to cover the "IOU" be contributed? This year, when the benefit of the member's service is received? Or, some future year when the "IOU" becomes a cash demand?

The Constitution of the State of Michigan is directed to the question:

"Financial benefits arising on account of service rendered in each fiscal year shall be funded during that year and such funding shall not be used for financing unfunded accrued liabilities."

This Retirement System meets this requirement by having as its ***financial objective the establishment and receipt of contributions which will fund the expected benefits over the average future working lifetimes of the remaining active members.***

The accumulation of invested assets ***is a by-product of pre-funding a retirement system, not the objective.*** Investment income is a major contributor to the retirement program, and the amount is directly related to the amount of contributions and investment performance.

If contributions to the retirement program are less than the preceding amount, the difference, *plus investment earnings not realized thereon*, will have to be contributed at some later time (or benefits will have to be reduced) to satisfy the fundamental fiscal equation under which all retirement programs must operate:

$$\mathbf{B = C + I - E}$$

The aggregate amount of **B**enefit payments to any group of members and their beneficiaries cannot exceed the sum of:

The aggregate amount of **C**ontributions received on behalf of the group

... plus ...

Interest earnings on contributions received and not required for immediate cash payments of benefits

... minus ...

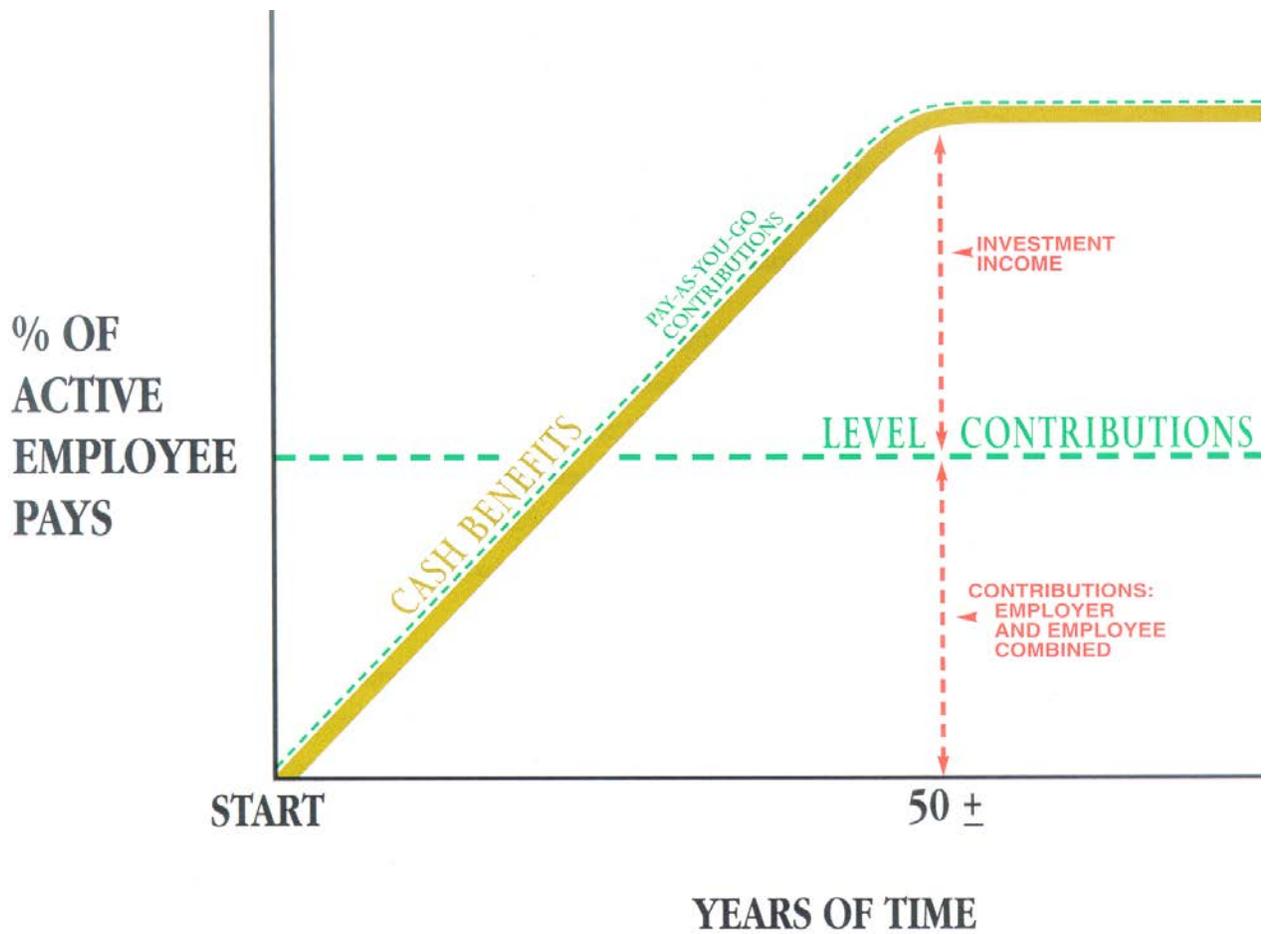
The **E**xpenses of operating the program.

There are retirement programs designed to defer the bulk of contributions far into the future. The present contribution rate for such systems is *artificially low*. The fact that the contribution rate is destined to increase relentlessly to a much higher level is often ignored.

This method of financing is prohibited in Michigan by the state constitution.

Computed Contribution Rate Needed to Finance Benefits. From a given schedule of benefits and from the data furnished, the actuary calculates the contribution rate *by means of an actuarial valuation* - the technique of assigning monetary values to the risks assumed in operating a retirement program.

Pre-funding retirement benefits results in each generation of taxpayers paying for the benefits earned during that generation. Deferring the bulk of contributions into the future can result in the next generation paying for the benefits earned in the current generation.



CASH BENEFITS LINE. This relentlessly increasing line is the fundamental reality of retirement plan financing. It happens each time a new benefit is added for future retirements (and happens regardless of the design for contributing for benefits).

LEVEL CONTRIBUTION LINE. Determining the level contribution line requires detailed assumptions concerning a variety of experiences in future decades, including:

- Economic Risk Areas
 - Rates of investment return
 - Rates of pay increase
 - Changes in active member group size
- Non-Economic Risk Areas
 - Ages at actual retirement
 - Rates of mortality
 - Rates of withdrawal of active members (turnover)
 - Rates of disability

THE ACTUARIAL VALUATION PROCESS

The *financing diagram* on the previous page shows the relationship between the two fundamentally different philosophies of paying for retirement benefits: the method where contributions match cash benefit payments (or barely exceed cash benefit payments, as in the Federal Social Security program) which is an *increasing contribution method*; and the *level contribution method* which equalizes contributions between the generations.

The *actuarial valuation* is the mathematical process by which the level contribution rate is determined, and the flow of activity constituting the valuation may be summarized as follows:

- A. ***Covered Person Data***, furnished by plan administrator.
 - Retired lives now receiving benefits
 - Former employees with vested benefits not yet payable
 - Active employees

- B. + ***Asset data*** (cash & investments), furnished by plan administrator

- C. + ***Assumptions concerning future financial experience in various risk areas***, which assumptions are established by the Board of Trustees after consulting with the actuary

- D. + The ***funding method*** for employer contributions (the long-term, planned pattern for employer contributions)

- E. + ***Mathematically combining the assumptions, the funding method, and the data***

- F. = Determination of:
 - Plan financial position
 - and/or New Employer Contribution Rate

ACTUARIAL COST METHODS USED FOR THE VALUATION

The funding method used in this actuarial valuation is the *Aggregate Cost Method*. Under this method the Actuarial Present Value of Projected Benefits of the group included in the valuation, less the sum of the Funding Value of Assets and the Actuarial Present Value of Future Member Contributions is allocated over a future scheduled period. This allocation is performed for the group as a whole, not as a sum of individual allocations. The portion of this Actuarial Present Value allocated to a specific year is called the **City's Annual Normal Cost**. Under this method, actuarial gains (losses) reduce (increase) future Normal Costs.

ACTUARIAL ASSUMPTIONS IN THE VALUATION PROCESS

The actuary calculates contribution requirements and actuarial present values of a retirement system by applying actuarial assumptions to the benefit provisions and people information of the system, using the actuarial cost methods described on page C-5. All actuarial assumptions are based on future expectations, not market measures.

The principal areas of risk which require assumptions about future experience are:

- (i) Long-term rates of investment return to be generated by the assets of the System.
- (ii) Patterns of pay increases to members.
- (iii) Rates of mortality among members, retirees and beneficiaries.
- (iv) Rates of withdrawal of active members.
- (v) Rates of disability among active members.
- (vi) The age patterns of actual retirements.

In making a valuation, the actuary calculates the monetary effect of each assumption for as long as a present covered person survives - - - a period of time which can be as long as a century.

The employer contribution rate has been computed to remain level from year to year so long as benefits and the basic experience and make-up of members do not change. Examples of favorable experience which would tend to reduce the employer contribution rate are:

- (1) Investment returns in excess of 6.5% per year.
- (2) Member non-vested terminations at a higher rate than outlined on page C-11.
- (3) Mortality among retirees and beneficiaries at a higher rate than indicated by the RP-2014 Healthy Annuitant Mortality Table for males and females projected 5 years to 2019, with MP-2014 mortality improvement scales.

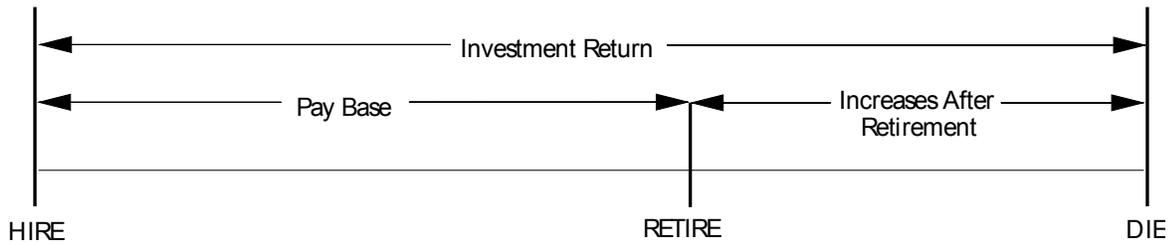
Examples of unfavorable experience which would tend to increase the employer contribution rates are:

- (1) Pay increases in excess of the rates outlined on page C-9.
 - (2) An acceleration in the rate of retirement from the rates outlined on page C-12.
-

Actual experience of the system will not coincide exactly with assumed experience, regardless of the choice of the assumptions, the skill of the actuary or the precision of the calculations. Each valuation provides a complete recalculation of assumed future experience and takes into account all past differences between assumed and actual experience. The result is a continual series of adjustments (usually small) to the computed contribution rate.

All actuarial assumptions are estimates of future experience. From time to time one or more of the assumptions is modified to reflect experience trends (but not random or temporary year to year fluctuations). Assumptions were reviewed and updated based on the 2001-2006 Experience Study which includes a rationale for those assumptions. In addition, the mortality tables were reviewed and updated for the December 31, 2014 valuation.

RELATIONSHIP OF ECONOMIC ASSUMPTIONS IN COMPUTING CONTRIBUTIONS TO A RETIREMENT SYSTEM



Investment Return

An increase in this assumption reduces computed contributions. The assumption operates over all parts of an employee's lifetime.

Pay Base

An increase in this assumption increases computed contributions. However, a 1% increase in this assumption, coupled with a 1% increase in Investment Return reduces computed contributions. This is because the Pay Base assumption operates only over an employee's working lifetime, while the Investment Return assumption operates over the employee's entire lifetime, and therefore has a greater effect.

Increases After Retirement

An increase in this element increases computed contributions.

If Investment Return, Pay Base, and Increases After Retirement are each increased by equal amounts, computed contributions remain the same (except in plans using Final Average Pay as a factor in computing benefits; the multi-year average used for Final Average Pay causes computed contributions to decrease slightly).

If Investment Return and Pay Base are increased by equal amounts, with no change in Increases After Retirement, computed contributions decrease – sometimes significantly. The decreases represent the projected devaluation of an employee's benefits following retirement.

ACTUARIAL ASSUMPTIONS USED FOR THE VALUATION

Investment Return (net of expenses).

6.5% per year, compounded annually. This rate consists of a real rate of return of 3.0% per year plus a long-term rate of wage inflation of 3.5% per year.

This assumption is used to equate the value of payments due at different points in time and was first used for the December 31, 1995 valuation. The 3.5% wage inflation assumption was first used for the December 31, 2007 valuation. Approximate rates of investment return, for the purpose of comparisons with assumed rates, are shown below:

	Year Ended December 31				
	2014	2013	2012	2011	2010
Recognized Rate of Investment Return of Funding Value of Assets	11.8%	11.7%	7.3%	6.1%	4.9%

The nominal rate of return was computed using the approximate formula $i = I$ divided by $1/2 (A + B - I)$, where I is actual investment income (after smoothing gains and losses) net of expenses, A is the beginning of year valuation asset value, and B is the end of year valuation asset value.

These rates of return should not be used for measurement of an investment advisor's performance or for comparisons with other systems -- to do so will mislead.

Pay Projections. These assumptions are used to project current pays to those upon which benefits will be based. The assumptions were first used for the December 31, 2007 valuation.

Annual Rate of Pay Increase for Sample Ages			
Sample Ages	Base (Economic)	Merit and Longevity	Total
35	3.5 %	2.5 %	6.0 %
40	3.5	2.2	5.7
45	3.5	1.7	5.2
50	3.5	1.2	4.7
55	3.5	0.7	4.2
60	3.5	0.2	3.7

Changes actually experienced in average pay have been as follows:

Increase in	Year Ended December 31					3-Year Average	5-Year Average
	2014	2013	2012	2011	2010		
Average pay	4.6%	3.8%	2.2%	(0.5)%	(4.9)%	3.5%	1.0%

Note: The changes in average pay shown above are affected by changes in active membership during the year as well as individual annual pay increases of the members.

Mortality Table. The post retirement mortality table used is the RP-2014 Healthy Annuitant Mortality Table for males and females projected 5 years to 2019, with MP-2014 mortality improvement scale. The provision for future mortality improvement is the projection to 2019. This assumption was first used for the December 31, 2014 valuation. Sample values follow:

Sample Attained Ages	Single Life Retirement Values Healthy Lives			
	Present Value of \$1.00 Monthly for Life		Future Life Expectancy (Years)	
	Men	Women	Men	Women
50	\$158.65	\$163.74	33.25	35.95
55	150.69	156.51	28.92	31.44
60	141.14	147.43	24.73	27.02
65	129.54	136.26	20.70	22.74
70	115.76	122.92	16.85	18.67
75	99.89	107.49	13.26	14.86
80	82.44	90.38	10.01	11.41

This assumption is used to measure the probabilities of each benefit payment being made after retirement.

For Pre-Retirement mortality, the RP-2014 Employee Mortality Table for males and females projected to 2019 with MP-2014 is used. Eighty percent of future incidents were assumed to be non-duty related and twenty percent were assumed to be duty related. This assumption is used to measure the probabilities of members dying before retirement.

The RP-2014 Disabled Retiree Mortality Table projected to 2019 with MP-2014 is used for current disability retirees for projecting disability costs.

Note: Published mortality tables have been extended to high and low ages using a cubic spline method.

Rates of separation from active membership. The rates do not apply to members eligible to retire and do not include separation on account of death or disability. This assumption measures the probabilities of members remaining in employment.

Sample Ages	Years of Service	Percent Separating within Next Year	
		General	Public Safety
ALL	0	30.00 %	15.00 %
	1	20.00	10.00
	2	15.00	8.00
	3	10.00	7.00
	4	7.00	6.00
25	5 & Over	0.00	5.00
30		0.00	4.50
35		0.00	3.55
40		0.00	1.45
45		0.00	0.75
50		0.00	0.75
55		0.00	0.75
60		0.00	0.75

The rates were first used for the December 31, 1975 valuation.

Rates of Disability. These assumptions represent the probabilities of active members becoming disabled.

Sample Ages	Percent Becoming Disabled within Next Year	
	Men	Women
20	0.08 %	0.10 %
25	0.08	0.10
30	0.08	0.10
35	0.08	0.10
40	0.20	0.36
45	0.27	0.41
50	0.49	0.57
55	0.89	0.77
60	1.41	1.02
65	1.66	1.23

These rates were first used for the December 31, 1976 valuation.

Rates of Retirement. These rates are used to measure the probabilities of an eligible member retiring during the next year.

Retirement Ages	Percent of Active Members Retiring within Next Year			
	General	Public Safety		
		T.F.S.O.A. & Exempt	T.C.O.A.	T.P.O.A.
43			35	40
44			25	40
45			20	40
46			15	40
47			15	40
48			15	40
49			15	35
50	15	35	15	20
51	10	25	25	15
52	5	20	30	15
53	5	15	100	15
54	5	15		15
55	5	15		15
56	5	15		15
57	5	15		25
58	5	25		100
59	5	30		100
60	5	100		
61	5			
62	30			
63	10			
64	10			
65	100			

T.P.O.A, T.F.S.O.A. and T.C.O.A. members were assumed to be eligible for retirement after 25 years of service, or after attaining age 60 with 10 or more years of service. General AFSCME, General Clerical, and Classified or Exempt members were assumed to be eligible for retirement after attaining age 50 with 27 years of service, or age 55 with 25 years of service; or age 60 with 10 years of service.

These rates were first used for the December 31, 1973 valuation. The rates for Classified, Exempt and Command Officers were first used for the December 31, 1981 valuation. The rates for Non-Classified/Exempt General members were first used for the December 31, 1986 valuation.

No active members were assumed to elect early retirement.

**SUMMARY OF ASSUMPTIONS USED
DECEMBER 31, 2014**

Pensions in an Inflationary Environment

**VALUE OF \$1,000/MONTH RETIREMENT BENEFIT
To an Individual Who Retires at Age 60
In an Environment of 3.50% Inflation**

<u>Age</u>	<u>Value</u>
60	\$1,000
61	966
62	933
63	901
64	871
65	842
70	708
75	596
80	502
85	423

The life expectancy of a 60 year old male retiree is age 84. The life expectancy for a 60 year old female retiree is age 87. Half of the people will outlive their life expectancy. The effects of even moderate amounts of inflation can be significant for those who live to an advanced age.

SUMMARY OF ASSUMPTIONS USED
MISCELLANEOUS AND TECHNICAL ASSUMPTIONS
DECEMBER 31, 2014

Marriage Assumption. 90% of males and 90% of females are assumed to be married for purposes of death-in-service benefits.

Pay Increase Timing. Beginning of (Fiscal) year. This is equivalent to assuming that reported pays represent amounts paid to members during the year ended on the valuation date.

Decrement Timing. Decrements of all types are assumed to occur mid-year.

Eligibility Testing. Eligibility for benefits is determined based upon the age nearest birthday and service nearest whole year on the date the decrement is assumed to occur.

Benefit Service. Exact fractional service is used to determine the amount of benefit payable.

Decrement Relativity. Decrement rates are used without adjustment for multiple decrement table effects.

Decrement Operation. Disability and mortality decrements do not operate during the first 5 years of service. Disability and withdrawal do not operate during retirement eligibility.

Normal Form of Benefit. The assumed normal form of benefit is the straight life form.

Incidence of Contributions. Contributions are assumed to be received continuously throughout the year based upon the computed percent-of-payroll shown in this report, and the actual payroll payable at the time contributions are made.

Expense Loading. None

DEFINITIONS OF TECHNICAL TERMS

Accrued Service. Service credited under the system which was rendered before the date of the actuarial valuation.

Actuarial Accrued Liability. The difference between the actuarial present value of system benefits and the actuarial present value of future normal costs. Also referred to as "past service liability."

Actuarial Assumptions. Estimates of future experience with respect to rates of mortality, disability, turnover, retirement, rate or rates of investment income and salary increases. Decrement assumptions (rates of mortality, disability, turnover and retirement) are generally based on past experience, often modified for projected changes in conditions. Economic assumptions (salary increases and investment income) consist of an underlying rate in an inflation-free environment plus a provision for a long-term average rate of inflation.

Actuarial Cost Method. A mathematical budgeting procedure for allocating the dollar amount of the "actuarial present value of future benefits" between future normal costs and actuarial accrued liability. Sometimes referred to as the "actuarial funding method."

Actuarial Equivalent. One series of payments is said to be actuarially equivalent to another series of payments if the two series have the same actuarial present value.

Actuarial Gain (Loss). The difference between actual unfunded actuarial accrued liabilities and anticipated unfunded actuarial accrued liabilities -- during the period between two valuation dates. It is a measurement of the difference between actual and expected experience.

Actuarial Present Value. The amount of funds currently required to provide a payment or series of payments in the future. It is determined by discounting future payments at predetermined rates of interest, and by probabilities of payments.

Amortization. Paying off an interest-discounted amount with periodic payments of interest and (generally) principal -- as opposed to paying off with a lump sum payment.

Aggregate Cost Method is a method where the Actuarial Present Value of Projected Benefits of the group included in the valuation, less the sum of the Funding Value of Assets and the Actuarial Present Value of Future Member Contributions is allocated over a future scheduled period. This allocation is performed for the group as a whole, not as a sum of individual allocations. The portion of this Actuarial Present Value allocated to a specific year is called the **City's Annual Normal Cost**. Under this method, actuarial gains (losses) reduce (increase) future Normal Costs.

Credited Projected Benefit. The portion of a member's projected benefit attributable to service before the valuation date - allocated based on the ratio of accrued service to projected total service and based on anticipated future compensation.

Experience Gain (loss). The difference between actual actuarial costs and assumed actuarial costs – during the period between two valuation dates.

Funding Value of Assets. Also referred to as actuarial value of assets, smoothed market value of assets, or valuation assets.

Valuation assets recognize assumed investment return fully each year. Differences between actual and assumed investment return are phased-in over a closed 5-year period. During periods when investment performance exceeds the assumed rate, valuation assets will tend to be less than market value. During periods when investment performance is less than the assumed rate, valuation assets will tend to be greater than market value. If assumed rates are exactly realized for 4 consecutive years, valuation assets will become equal to market value.

Normal Cost. The portion of the actuarial present value of future benefits that is assigned to the current year by the actuarial cost method. Sometimes referred to as "current service cost."

Unfunded Actuarial Accrued Liabilities. The difference between actuarial accrued liabilities and valuation assets. Sometimes referred to as "unfunded past service liability" or "unfunded supplemental present value."

Most retirement systems have unfunded actuarial accrued liabilities. They arise each time new benefits are added and each time an actuarial loss occurs.

The existence of unfunded actuarial accrued liabilities is not in itself bad, any more than a mortgage on a house is bad. Unfunded actuarial accrued liabilities do not represent a debt that is payable today. What is important is the ability to amortize the unfunded actuarial accrued liabilities and the trend in their amount (after due allowance for devaluation of the dollar).

September 4, 2015

Board of Trustees
City of Troy Employees
Retirement System
500 West Big Beaver Road
Troy, Michigan 48084

Attn: Mr. Thomas Darling, Director of Financial Services

Dear Tom:

Enclosed are 15 copies of the report of the Fifty-First Annual Actuarial Valuation of the City of Troy Employees Retirement System as of December 31, 2014.

Respectfully submitted,



Jeffrey T. Tebeau
JTT:dj
Enclosures

cc: Nate Baldermann (1 report copy)

**Nate Baldermann
Rehmann
675 Robinson Rd.
Jackson, MI 49203**

**CITY OF TROY INCENTIVE PLAN FOR
VOLUNTEER FIREFIGHTERS**

35TH ANNUAL ACTUARIAL VALUATION
DECEMBER 31, 2014

Table of Contents

SECTION	PAGE	ITEM
		Cover Letter
A		Executive Summary
	1	Funding Objective and Contribution Rates
	2	Funding Status
B		Valuation Results
	1	Computed Contributions
	2	Development of Unfunded Actuarial Accrued Liability
	3	Derivation of Experience Gain (Loss)
	4	Summary Statement of Plan Resources and Obligations
	5	Comparative Schedule
	6-7	Comments
C		Valuation Data
	1-2	Summary of Plan Provisions
	3-5	Active and Inactive Member Data
	6-7	Asset Information
D		Valuation Methods and Assumptions
	1	Actuarial Cost Method
	2	Actuarial Assumptions Used for the Valuations
	3-5	Valuation Assumptions
	6	Miscellaneous and Technical Assumptions
E		Disclosure Material in Conformance with Statement No. 25 of the Governmental Accounting Standards Board
	1-3	GASB Statement No. 25 Required Supplementary Information

July 13, 2015

Mr. Thomas Darling
Director of Financial Services
City of Troy
500 West Big Beaver Road
Troy, Michigan 48084

Dear Tom:

Submitted in this report are the results of the 35th Annual Actuarial Valuation of the assets, benefit values, reserves and contribution requirements associated with payments provided by the City of Troy Incentive Plan for Volunteer Firefighters. The valuation was based upon data, furnished by your staff, concerning financial operations and individual participants and vested former participants. We checked for internal and year-to-year consistency, but did not otherwise audit the data. As a result, we are unable to assume responsibility for the accuracy or completeness of the data provided.

The purpose of the valuation is to measure the Plan's funding progress, to determine the employer contribution rate for the fiscal year ending June 30, 2017, and to determine certain actuarial reporting information. The results of the valuation may not be applicable for other purposes. The date of the valuation was December 31, 2014.

The actuarial methods and assumptions used in the actuarial valuation are summarized in Section D of this report. The assumptions are established by the Board after consulting with the actuary. **It is our opinion that the current investment rate of return assumption is no longer reasonable for purposes of determining the employer contributions due to the Plan's assets allocation as of the valuation date.** Therefore, we have computed the employer contributions and actuarial results under an alternate investment return assumption in addition to the current assumption. It is our understanding that the City is in the process of establishing a trust for the Plan which will allow the assets of the plan to be invested in accordance with PERSIA. If/when this is completed; we recommend the investment return assumption be re-examined. It is our opinion that all other actuarial assumptions used for the valuation are reasonable.

This report should not be relied upon for any purpose other than the purpose described. It was prepared at the request of the Board and may be shared with other interested parties, but only in its entirety and only with permission from the Board.

Mr. Thomas Darling
July 13, 2015
Page 2

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. Due to the limited scope of this assignment, we did not perform an analysis of the potential range of future measurements.

This report was prepared by actuaries who have substantial experience valuing public employee retirement plans and are independent of the plan sponsor. To the best of our knowledge, this report is complete and accurate and the valuation was conducted in accordance with standards of practice prescribed by the Actuarial Standards Board.

The undersigned are independent of the plan sponsor. Jeffrey T. Tebeau is a Member of the American Academy of Actuaries (MAAA) and meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein.

Respectfully submitted,



Kenneth G. Alberts



Jeffrey T. Tebeau, ASA, MAAA

KGA/JTT:ah

1490

SECTION A
EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

FUNDING OBJECTIVE

The funding objective of the Plan is to establish and receive contributions that will remain approximately level from year-to-year and will not have to be increased for future generations of citizens.

CONTRIBUTION RATES

The Plan is supported by City contributions and investment income from Plan assets.

Contributions which satisfy the funding objective are determined by the annual actuarial valuation and are sufficient to:

- (1) Cover the actuarial present value of benefits allocated to the current year by the actuarial cost method described in Section D (the Normal Cost); and
- (2) Finance over a period of future years the actuarial present value of benefits not covered by valuation assets and anticipated future normal costs (Unfunded Actuarial Accrued Liability or UAAL).

The funding policy adopted by the Board is to determine the employer contribution rate as the employer normal cost plus the amortization of the Unfunded Actuarial Accrued Liability over a 25-year open period.

Computed contributions for the fiscal years ending June 30 are shown below:

	2017		2016
Investment Return Assumption	Proposed 3.65%	Current 6.50%	
City's Contribution	\$ 2,122,856	\$ 1,113,496	\$ 1,100,632

For additional details, please see Page B-1 of this report.

EXECUTIVE SUMMARY

FUNDED STATUS

Actuarial Accrued Liability and Funding Value of Assets as of the December 31 valuation dates are shown below:

	2014		2013
	Proposed 3.65%	Current 6.50%	
Investment Return Assumption			
Actuarial Accrued Liabilities	\$ 25,760,735	\$ 16,679,670	\$ 16,129,421
Funding Value of Assets	8,380,848	8,380,848	6,150,170
Unfunded Actuarial Accrued Liabilities	17,379,887	8,298,822	9,979,251
Percent Funded (Assets/Liabilities)	32.5%	50.2%	38.1%
<i>Rate of Return on Market Value of Assets</i>	1.9%	1.9%	4.4%
<i>Rate of Return on Valuation Assets</i>	3.9%	3.9%	5.2%

The funded status has increased since the last valuation (under the current assumptions). This is due the City's contribution of approximately \$3.1 million, which was \$2.2 million more than the actuarially determined contribution. The funded status measure shown above is not appropriate for assessing the sufficiency of Plan assets to cover the estimated cost of settling the Plan's benefit obligations, nor for assessing the need for, or amount of, future contributions.

For additional details, please see Sections B and C of this report.

SECTION B
VALUATION RESULTS

**CITY'S COMPUTED CONTRIBUTION FOR THE FISCAL YEAR
ENDING JUNE 30, 2017**

	Proposed	Current
Investment Return Assumption[^]	3.65%	6.50%
Contribution for:		
NORMAL COST		
Age and service payments	\$ 952,729	\$ 442,041
Death-in-service payments	31,567	16,377
Total	984,296	458,418
UNFUNDED ACCRUED LIABILITIES		
Present recipients	0	0
Active participants and vested former participants*	1,138,560	655,078
Total	1,138,560	655,078
CITY'S TOTAL CONTRIBUTION FYE JUNE 2017	\$2,122,856	\$1,113,496

* *Financed over an open period of 25 years. Includes the effects of the one and a half year lag between the valuation date and the contribution period.*

[^] *The Proposed investment return assumption is 3.65%. The current investment return assumption of 6.5% is no longer reasonable given the Plan's asset allocation as of the valuation date.*

**DEVELOPMENT OF UNFUNDED ACTUARIAL ACCRUED LIABILITIES
AS OF DECEMBER 31, 2014**

Investment Return Assumption[^]	Proposed 3.65%	Current 6.50%
Actuarial Accrued Liabilities for:		
Active Participants*	\$15,990,601	\$9,516,273
Inactive Participants		
Current payments	8,441,540	6,359,094
Deferred payments	1,328,594	804,303
Total Actuarial Accrued Liabilities	25,760,735	16,679,670
Funding Value of Assets	8,380,848	8,380,848
Unfunded Actuarial Accrued Liabilities	\$17,379,887	\$8,298,822
Percent Funded	32.5%	50.2%

* Includes participants on Leave of Absence.

[^] The Proposed investment return assumption is 3.65%. The current investment return assumption of 6.5% is no longer reasonable given the Plan's asset allocation as of the valuation date.

**DERIVATION OF ACTUARIAL GAIN (LOSS)
YEAR ENDED DECEMBER 31, 2014**

1) UAAL at start of year	\$ 9,979,251
2) Normal cost	447,479
3) Actual employer contributions	3,078,500
4) Interest accrual	563,143
5) Expected UAAL before changes	7,911,373
6) Change from benefit increases	0
7) Change from revised actuarial assumptions/methods	9,081,065
8) Expected UAAL after changes	16,992,438
9) Actual UAAL at end of year	17,379,887
10) Gain (Loss): (8) - (9)	(387,449)
11) Gain (Loss) as percent of actuarial accrued liabilities at start of year	(2.4)%
\$16,129,421	

SUMMARY STATEMENT OF PLAN RESOURCES AND OBLIGATIONS

PRESENT RESOURCES AND EXPECTED FUTURE RESOURCES

	December 31, 2014		December 31, 2013
Investment Return Assumption	Proposed 3.65%	Current 6.50%	
A. Present valuation assets			
1. Net assets from Plan financial statements	\$ 8,019,952	\$ 8,019,952	\$ 5,940,674
2. Market value adjustment	360,896	360,896	209,496
3. Funding value of assets	8,380,848	8,380,848	6,150,170
 B. Actuarial present value of expected future employer contributions			
1. For Normal Costs	10,022,337	3,756,443	3,143,467
2. For Unfunded Actuarial Accrued Liability	17,379,887	8,298,822	9,979,251
3. Total	27,402,224	12,055,265	13,122,718
 C. Actuarial Present Value of Expected Future Member Contributions	0	0	0
 D. Total present and expected future resources	\$35,783,072	\$20,436,113	\$19,272,888

ACTUARIAL PRESENT VALUE OF EXPECTED FUTURE BENEFIT PAYMENTS

A. To retirees and beneficiaries	\$ 8,441,540	\$ 6,359,094	\$ 5,866,849
B. To vested terminated members	1,328,594	804,303	822,145
C. To present active members			
1. Allocated to service rendered prior to valuation date - actuarial accrued liability	15,990,601	9,516,273	9,440,427
2. Allocated to service likely to be rendered after valuation date	10,022,337	3,756,443	3,143,467
3. Total	26,012,938	13,272,716	12,583,894
 D. Total actuarial present value of expected future benefit payments	\$35,783,072	\$20,436,113	\$19,272,888

COMPARATIVE SCHEDULE

Valuation Date December 31,	Fiscal Year Ending June 30,	Vested Former Participants				Accrued Liability	Funding Value of Assets	Percent Funded	Unfunded Accrued Liability	Computed City's Contribution
		Current Payments		Deferred Payments						
		No.	Annual \$	No.	Annual \$					
1998 *	2000	58	\$ 182,869	24	\$ 59,570	\$ 6,034,103	\$ 4,680,711	77.6 %	\$ 1,353,392	\$ 304,480
1999 *#	2001	58	189,829	24	59,570	6,789,910	5,051,720	74.4	1,738,190	349,404
2000 *	2002	60	201,427	27	73,879	7,397,365	5,137,078	69.4	2,260,287	413,432
2001 *	2003	62	225,030	28	79,743	8,160,180	5,109,422	62.6	3,050,758	512,973
2002 *	2004	61	232,881	28	86,384	9,598,244	5,720,336	59.6	3,877,908	623,348
2003 *	2005	63	246,090	26	79,680	11,786,697	6,083,672	51.6	5,703,025	795,904
2004 *	2006	64	263,767	26	82,834	11,936,051	6,261,188	52.5	5,674,863	774,795
2005 *	2007	67	302,477	27	92,676	12,052,272	6,571,524	54.5	5,480,748	762,121
2006 *	2008	70	346,539	25	79,601	11,931,905	6,006,600	50.3	5,925,305	788,742
2007 *	2009	73	372,705	23	75,828	13,239,695	6,412,626	48.4	6,827,069	885,365
2008 *	2010	74	403,828	24	89,238	13,037,843	6,272,677	48.1	6,765,166	864,167
2009 *	2011	79	477,636	27	110,008	12,625,243	5,325,404	42.2	7,299,839	873,691
2010	2012	77	491,385	27	110,008	12,925,065	5,709,574	44.2	7,215,491	873,354
2011	2013	79	507,267	26	105,942	13,476,184	6,356,765	47.2	7,119,419	868,074
2011	2014	79	507,267	26	105,942	13,476,184	6,356,765	47.2	7,119,419	858,472
2012	2015	80	535,321	25	102,542	13,115,192	5,983,106	45.6	7,132,086	843,872
2013 *#	2016	80	549,601	27	121,398	16,129,421	6,150,170	38.1	9,979,251	1,100,632
2014	2017	82	582,139	26	129,221	16,679,670	8,380,848	50.2	8,298,822	1,113,496
2014 ^	2017	82	582,139	26	129,221	25,760,735	8,380,848	32.5	17,379,887	2,122,856

* After changes in benefit provisions.

After changes in actuarial assumptions.

^ Proposed 3.65% investment return assumption.

COMMENTS

Actuarial Experience: Overall Plan experience was less favorable than assumed during the year ending December 31, 2014 as shown in the gain (loss) schedule on page B-3. The experience loss of \$387,449 is primarily attributable to investment losses and higher than expected benefit payouts. The rate of return on was 3.9% on the Funding Value of Assets and was 1.9% on a Market Value basis.

The City contributed approximately \$3.1 million to the Plan in 2014, which was \$2.2 million more than the actuarially determined contribution. The additional City contribution was the reason the funded percent increased from 38.1% to 50.2% (under the current assumptions) despite the experience losses. The funded percent using the Market Value of Assets is 48.1% due to deferred recognized losses in the asset smoothing method. Absent future gains, this should put upward pressure on future employer contributions. Under the proposed assumptions, the funded percent is 32.5% on a funding value basis and 31.1% on a Market Value basis.

Comment A: We recently received new information about the plan's investments. The Plan's current investment return assumption of 6.5% can no longer be considered reasonable since the Plan's assets are primarily invested in cash and fixed income and the current long-term outlook for this class of assets has fallen substantially in the last couple of years. The Plan has averaged about 3.2% over the last three years on a Market Value basis and 5.2% on a Funding Value basis. Due to the Plan's asset allocation, we recommend using the proposed investment return assumption of 3.65%. This rate is based on the "State and local bonds" rate from the Federal Reserve statistical release as of December 25, 2014. It is our understanding the City is in the process of establishing a trust for the Plan which would allow the use of investments expected to yield higher returns than the current allocation. If/when this trust is established and the asset allocation is changed, the investment return assumption could then be re-examined. If the current assumption of 6.5% is determined to be reasonable, the City's contributions calculated under the current assumption could be used for funding the plan. However, until the trust is established and an investment policy adopted, we recommend the Board adopt the 3.65% investment return assumption since the current assumption is no longer reasonable.

COMMENTS (CONCLUDED)

Comment B: This Plan has a history of benefit increases and allows lump sums to be paid at retirement. The total contributions shown in this report assume that the base benefit will increase to \$681 on July 1, 2015, \$724 on July 1, 2016, and \$769 on July 1, 2017. The total contribution also assumes that the base benefit would then increase by 1.0% per year. This Plan has a popular lump sum option. If actuarially determined contribution requirements are not made on a timely basis, this can lead to negative cash flows and could exhaust the Plan assets in less than 10 years, especially given the current asset allocation. This would drive contributions to the level of expenditures, which would create extreme volatility and potentially much higher contributions. It is our understanding the City may be removing the lump sum option in the near future.

SECTION C
VALUATION DATA

SUMMARY OF PLAN PROVISIONS VALUED (DECEMBER 31, 2014)

NORMAL PAYMENT CONDITIONS

Eligibility - Attainment of age 55 with 10 or more years of incentive service or 30 years of service regardless of age, or attainment of age 50 with 25 or more years of service.

Annual Amount –

Retiring	Fixed Annual Amount per Year of Incentive Service at Retirement
1/1/2005 - 12/31/2005	\$518.00
1/1/2006 - 12/31/2006	\$539.00
1/1/2007 - 12/31/2007	\$560.00
1/1/2008 - 12/31/2008	\$582.00
1/1/2009 - 6/30/2014	\$605.00
7/1/2014 - 6/30/2015	\$642.00
7/1/2015 - 6/30/2016	\$681.00
7/1/2016 - 6/30/2017	\$724.00
7/1/2017 - 6/30/2018	\$769.00
7/1/2018 and after	Assumed 1% increases

Optional forms of payment include a lump sum payment of the actuarial value.

VESTING

Eligibility - 10 years of incentive service. Payments commence at age 60.

Annual Amount - See above.

PAYMENTS IN EVENT OF PARTICIPANT'S DEATH

Eligibility - Death of an active participant after 10 years of incentive service.

Annual Amount - Widow receives the amount computed as above but reduced to reflect a 100% joint and survivor election.

**SUMMARY OF PLAN PROVISIONS VALUED
(DECEMBER 31, 2014)**

POST-RETIREMENT PAYMENT INCREASES

<u>Year</u>	<u>Ad-Hoc Increase</u>
1986	10.0% increase in each current payment
1987	10.0% increase in each current payment
1988	7.5% increase in each current payment
1989	7.5% increase in each current payment
1989	Prorated increase based on difference between actual incentive service and the 25-year maximum which was provided for Ordinance No. 62
1990-1994	\$10 per month increase in each current payment
1995	\$ 5 per month increase in each current payment
1996	\$15 per month increase in each current payment
1997-2009	\$10 per month increase in each current payment
2010-2014	None

ACTIVE PARTICIPANTS - DECEMBER 31, 2014
BY NEAR AGE AND YEARS OF SERVICE

Near Age	Years of Accrued Service							Totals No.
	0-4	5-9	10-14	15-19	20-24	25-29	30 Plus	
20-24	6	1						7
25-29	17	8						25
30-34	7	4	6					17
35-39	12	5	6	6				29
40-44	3	9	1	2	3			18
45-49	1	4	4		2	6		17
50-54	2	3	7	4	4	2	1	23
55-59			1		2			3
61	1							1
62		1						1
65							1	1
Totals	49	35	25	12	11	8	2	142

While not used in the financial computations, the following group averages are computed and shown because of their general interest.

Group Averages:

Age: 39.1 years.
Service: 10.0 years.

**LEAVE OF ABSENCE PARTICIPANTS - DECEMBER 31, 2014
BY NEAR AGE AND YEARS OF SERVICE**

Near Age	Years of Accrued Service						Totals No.
	0-4	5-9	10-14	15-19	20-24	25-29	
20-24	1						1
25-29	1						1
40-44			1				1
50-54	1						1
Totals	3	0	1	0	0	0	4

While not used in the financial computations, the following group averages are computed and shown because of their general interest.

Group Averages:

Age: 35.8 years.

Service: 4.4 years.

**INACTIVE PARTICIPANTS - BY NEAR AGES
DECEMBER 31, 2014**

Near Ages	Current Payments		Deferred Payments	
	No.	Annual Payments	No.	Annual Payments
30-34			1	\$ 6,100
35-39			2	15,932
40-44			2	15,016
45-49			3	12,945
50-54	4	\$ 62,958	11	59,244
55-59	14	157,348	7	19,984
60-64	13	116,173		
65-69	9	57,578		
70-74	8	47,727		
75-79	17	73,374		
80+	17	66,981		
Totals	82	\$582,139	26	\$129,221

DEVELOPMENT OF FUNDING VALUE OF ASSETS

Year Ended December 31,	2013	2014	2015	2016	2017
A. Funding Value Beginning of Year	\$ 5,983,106	\$ 6,150,170			
B. Market Value End of Year	5,940,674	8,019,952			
C. Market Value Beginning of Year	5,823,408	5,940,674			
D. Non-Investment Net Cash Flow (ER cont.) - (Ret. Ben.+Refunds)	(137,866)	1,950,257			
E. Investment Income					
E1. Market Total: B - C - D	255,132	129,021			
E2. Assumed Rate	6.50%	6.50%			
E3. Amount for Immediate Recognition: (D/2 + A)*E2	384,421	463,144			
E4. Amount for Phased-In Recognition: E1 - E3	(129,289)	(334,123)			
F. Phased-In Recognition of Investment Income					
F1. Current Year: 0.25 x E4	(32,322)	(83,531)			
F2. First Prior Year	(45,660)	(32,322)	\$ (83,531)		
F3. Second Prior Year	(21,212)	(45,660)	(32,322)	\$ (83,531)	
F4. Third Prior Year	19,703	(21,210)	(45,659)	(32,323)	\$ (83,530)
F5. Total Recognized Investment Gain (Loss)	(79,491)	(182,723)	(161,512)	(115,854)	(83,530)
G. Funding Value: A + D + E3 + F5	6,150,170	8,380,848			
H. Difference Between Market & Funding Values	(209,496)	(360,896)			
I. Recognized Rate of Return	5.2%	3.9%			
J. Market Rate of Return	4.4%	1.9%			

The Funding Value of Assets recognizes assumed investment income (line E3) fully each year. Differences between actual and assumed investment income (line E4) are phased-in over a closed 4-year period. During periods when investment performance exceeds the assumed rate, Funding Value of Assets will tend to be less than market value. During periods when investment performance is less than the assumed rate, Funding Value of Assets will tend to be greater than market value. The Funding Value of Assets is **unbiased** with respect to Market Value. At any time it may be either greater or less than Market Value. If actual and assumed rates of investment income are exactly equal for 3 consecutive years, the Funding Value will become equal to Market Value.

**SUMMARY OF CURRENT ASSET INFORMATION
FURNISHED FOR VALUATION**

BALANCE SHEET

Cash and Short-Term	\$ 5,358,857
US Government/Agency Bonds	2,604,390
Municipal Securities	<u>56,705</u>
Total Market Value of Plan Assets	\$ 8,019,952

**REVENUES AND EXPENDITURES
FOR CALENDAR YEAR 2014**

Plan Assets at Beginning of Year	\$5,940,674
Plus Employer Contributions	3,078,500
Plus Investment Income	152,541
Less Monthly Retirement Benefits and Lump Sum Payments	1,128,243
Less Investment Expenses	-
Less Administrative Expenses	<u>23,520</u>
Plan Assets at End of Year	\$8,019,952

SECTION D

VALUATION METHODS AND ASSUMPTIONS

ACTUARIAL COST METHOD

Normal cost and the allocation of benefit values between service rendered before and after the valuation date was determined using the individual entry-age actuarial cost method having the following characteristics:

- (i) the annual normal costs for each individual active member, payable from the date of employment to the date of retirement, are sufficient to accumulate the value of the member's benefit at the time of retirement;
- (ii) each annual normal cost is a constant percentage of the member's year-by-year projected covered pay.

Financing of Unfunded Actuarial Accrued Liabilities. Unfunded Actuarial Accrued Liabilities (the portion of total liabilities not covered by present assets or expected future normal cost contributions) were amortized by level (principal or interest combined) dollar contributions over an open period of 25 years. This UAAL payment reflects payments expected to be made between the valuation date and the date contributions determined by this report are scheduled to be made.

Funding Value of Assets. The valuation assets used for funding purposes is derived as follows: prior year valuation assets are increased by contributions and expected investment income and reduced by refunds, benefit payments and expenses. To this amount is added 25% of the difference between expected and actual investment income for each of the previous four years.

ACTUARIAL ASSUMPTIONS USED FOR THE VALUATIONS

The contribution requirements and benefit values of the Plan are calculated by applying actuarial assumptions to the benefit provisions and people information furnished, using the actuarial cost method described on the previous page. All actuarial assumptions are based on future expectations, not market measures.

The principal areas of financial risk which require assumptions about future experiences are:

- (i) long-term rates of investment return to be generated by the assets of the System
- (ii) rates of mortality among members, retirees and beneficiaries
- (iii) rates of withdrawal of active members (without entitlement to a retirement benefit)
- (iv) rates of disability among members
- (v) the age patterns of actual retirement

In a valuation, the monetary effect of each assumption is calculated for as long as a present covered person survives - - - a period of time which can be as long as a century.

Actual experience of the Plan will not coincide exactly with assumed experience. Each valuation provides a complete recalculation of assumed future experience and takes into account all past differences between assumed and actual experience. The result is a continual series of adjustments to the computed contribution rate. The mortality assumption was reviewed and updated based on the for the December 31, 2013 valuation. A description of the recommended changes in the investment return assumption, their rationale, and impact are included in this report.

All actuarial assumptions are estimates of future experience. From time to time it becomes appropriate to modify one or more of the assumptions, to reflect experience trends (but not random year-to-year fluctuations).

VALUATION ASSUMPTIONS

The rate of investment return (net of administrative expenses) used in making the valuation was 6.5% per annum, compounded annually. This rate was first used for the December 31, 1999 valuation. **We recommend changing this assumption to 3.65% due to the Plan’s asset allocation.** This rate is based on the “State and local bonds” rate from the Federal Reserve statistical release as of December 25, 2014.

The mortality table used was the RP-2000 Mortality Table, projected to the year 2017 using Projection Scale BB, set back 0 years for men and 0 years for women. This table was first used for the December 31, 2013 valuation. The provision for future mortality improvements is reflected in the projection from the valuation year to 2017.

Sample Ages	Single Life Values			
	Present Value of		Future Life	
	\$1 Monthly for Life		Expectancy (Years)	
	Men	Women	Men	Women
50	\$159.46	\$163.65	32.66	35.29
55	150.22	155.46	28.05	30.61
60	138.97	145.17	23.61	26.04
65	125.69	132.82	19.42	21.70
70	110.44	118.72	15.53	17.68
75	93.53	103.13	12.00	14.02
80	75.85	86.36	8.93	10.76

Probabilities of retirement for members eligible for immediate incentive payments were:

Percent of Eligible Active Participants Separating within Next Year				
Ages	Age Based		Service Based	
	Percent	Percent	Service	Percent
48	20%		30	20%
49	20%		31	20%
50	20%		32	20%
51	20%		33	20%
52	20%		34	20%
53	20%		35	20%
54	20%		36	20%
55	20%		37	20%
56	20%		38	20%
57	20%		39	20%
58	20%		40	100%
59	15%			
60	15%			
61	15%			
62	25%			
63	100%			

VALUATION ASSUMPTIONS

Rates of separation from active employment (before age 55) used were:

Sample Ages	Years of Service	% of Active Participants Separating within Next Year
ALL	1	15.00 %
	2	10.00
	3	8.00
	4	7.00
	5	6.00
25	5 & Over	5.00
30		4.50
35		3.55
40		1.45
45		0.75
50		0.75

VALUATION ASSUMPTIONS

Pensions in an Inflationary Environment

VALUE OF \$1,000/MONTH RETIREMENT BENEFIT TO AN INDIVIDUAL WHO RETIRES AT AGE 55 IN AN ENVIRONMENT OF 3.00% INFLATION

<u>Age</u>	<u>Value</u>
55	\$1,000
56	971
57	943
58	916
59	889
60	863
65	745
70	643
75	554
80	478

The life expectancy of a 55 year old male retiree is age 83. The life expectancy for a 55 year old female retiree is age 85. Half of the people will outlive their life expectancy. The effects of even moderate amounts of inflation can be significant for those who live to an advanced age.

MISCELLANEOUS AND TECHNICAL ASSUMPTIONS

DECEMBER 31, 2014

Marriage Assumption. 100% of males and 100% of females are assumed to be married for purposes of death-in-service benefits.

Pay Increase Timing. Not applicable.

Decrement Timing. Decrements of all types are assumed to occur mid-year.

Eligibility Testing. Eligibility for benefits is determined based upon the age nearest birthday and service nearest whole year on the date the decrement is assumed to occur.

Benefit Service. Exact fractional service is used to determine the amount of benefit payable.

Decrement Relativity. Decrement rates are used without adjustment for multiple decrement table effects.

Decrement Operation. Disability and mortality decrements do not operate during the first 5 years of service. Disability and withdrawal do not operate during retirement eligibility.

Normal Form of Benefit. The assumed normal form of benefit is the straight life form.

Optional Forms of Payment. 6.5% interest, 100% unisex blend of the RP-2000 Mortality Table, projected to the year 2017 using Projection Scale BB, set back 0 years for men and 0 years for women. A margin for future mortality improvements is included in these tables.

Incidence of Contributions. Contributions are assumed to be received continuously throughout the year based upon the computed dollar amounts shown in this report. New entrant normal cost contributions are applied to the funding of new entrant benefits.

Leave of Absence Members. All members indicated as on leave of absence as of the valuation date are assumed to return to full employment one year after the valuation date.

Ad-Hoc Increases to Base Benefit. After 7/1/2017, the base benefit amount is assumed to increase by 1.0% per year with no increase after retirement.

SECTION E

DISCLOSURE MATERIAL IN CONFORMANCE WITH STATEMENT NO. 25 OF THE GOVERNMENTAL ACCOUNTING STANDARDS BOARD

This information is presented in draft form for review by the City's auditor. Please let us know if there are any items that the auditor changes so that we may maintain consistency with the City's financial statements.

ACTUARIAL ACCRUED LIABILITY

The Actuarial Accrued Liability is a measure intended to help users assess (i) a pension fund's funded status on a going-concern basis, and (ii) progress being made toward accumulating the assets needed to pay benefits as due. Allocation of the actuarial present value of projected benefits between past and future service was based on service using the individual entry-age actuarial cost method. Assumptions were the same as used to determine the Plan's level dollar annual required contribution between entry-age and assumed exit age. Entry-age was established by subtracting credited service from current age on the valuation date.

The preceding actuarial cost method complies with the financial reporting standards established by the Governmental Accounting Standards Board.

The entry age Actuarial Accrued Liability was determined as part of an actuarial valuation of the Plan as of December 31, 2014. Significant actuarial assumptions used in determining the Actuarial Accrued Liability include (a) a rate of return on the investment of present and future assets of 6.5% per year (current assumption) and 3.65% (proposed assumption) compounded annually, and (b) the assumption that benefits will not increase after retirement.

Investment Return Assumption	Proposed 3.65%	Current 6.50%
Actuarial Accrued Liability		
Active members*	\$ 15,990,601	\$ 9,516,273
Retired members and beneficiaries currently receiving benefits	8,441,540	6,359,094
Vested terminated members not yet receiving benefits	<u>1,328,594</u>	<u>804,303</u>
Total Actuarial Accrued Liability	25,760,735	16,679,670
Actuarial Value of Assets (market value was \$8,019,952)	<u>8,380,848</u>	<u>8,380,848</u>
Unfunded Actuarial Accrued Liability	\$ 17,379,887	\$ 8,298,822

**Including members on leave of absence.*

During the year ended December 31, 2014, the Plan experienced a net change of \$550,249 in the Actuarial Accrued Liability. There were no changes in benefit provisions. The Actuarial Accrued Liability increased by \$9,081,065 due to changing the investment return assumption to 3.65%.

GASB Statement No. 25 applies to pension "trust funds". Based on newly provided information, we understand that the plan assets are not in a qualified trust. We recommend confirming with the plan's auditor whether or not GASB Statement No. 25 applies. New plan disclosure requirements under GASB Statement No. 67 or No. 73 will be required based on the status of the plan assets in trust.

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF FUNDING PROGRESS
(\$ AMOUNTS IN THOUSANDS)

Actuarial Valuation Date December 31,	Actuarial Value of Assets# (a)	Actuarial Accrued Liability (AAL) (b)	Unfunded AAL (b)-(a)	Funded Ratio (a)/(b)
2000 *	\$5,137	\$ 7,397	\$ 2,260	69.4 %
2001 *	5,109	8,160	3,051	62.6
2002 *	5,720	9,598	3,878	59.6
2003 *	6,084	11,787	5,703	51.6
2004 *	6,261	11,936	5,675	52.5
2005 *	6,572	12,052	5,481	54.5
2006 *	6,007	11,932	5,925	50.3
2007 *	6,413	13,240	6,827	48.4
2008 *	6,273	13,038	6,765	48.1
2009 *	5,325	12,625	7,300	42.2
2010	5,710	12,925	7,215	44.2
2011	6,357	13,476	7,119	47.2
2012	5,983	13,115	7,132	45.6
2013 *&	6,150	16,129	9,979	38.1
2014	8,381	16,680	8,299	50.2
2014 ^	8,381	25,761	17,380	32.5

Prior to 1996, Book Value was used.

* After changes in benefit provisions.

& After changes in actuarial assumptions.

^ Based on the proposed investment return assumption is 3.65%.

Analysis of the dollar amounts of actuarial value of assets, Actuarial Accrued Liability, or Actuarial Accrued Liability in isolation can be misleading. Expressing the actuarial value of assets as a percentage of the Actuarial Accrued Liability provides one indication of the plan's funded status on a going-concern basis. Analysis of this percentage over time indicates whether the plan is becoming financially stronger or weaker. Generally, the greater this percentage, the stronger the plan. The Unfunded Actuarial Accrued Liability and annual covered payroll are both affected by inflation.

**REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF EMPLOYER CONTRIBUTIONS**

Fiscal Year Ending June 30,	Actuarial Valuation Date December 31,	Annual Required Contribution (in thousands)	Percent Contributed
2001	1999	\$360	100 %
2002	2000	413	100
2003	2001	513	100
2004	2002	623	100
2005	2003	796	100
2006	2004	775	105
2007	2005	762	104
2008	2006	789	101
2009	2007	885	100
2010	2008	864	100
2011	2009	874	100
2012	2010	873	100
2013	2011	868	100
2014	2011	858	100
2015	2012	844	NA

**NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
SUMMARY OF ACTUARIAL METHODS AND ASSUMPTIONS**

Valuation Date	12/31/2014
Actuarial Cost Method	Individual Entry-Age
Amortization Method	Level dollar, open
Remaining Amortization Period	25 years
Asset Valuation Method	4-year smoothed market
Actuarial Assumptions:	
Current Investment Rate of Return	6.50%
Proposed Investment Rate of Return	3.65%
Projected Salary Increases	N/A

July 13, 2015

Mr. Thomas Darling
Director of Financial Services
City of Troy
500 West Big Beaver Road
Troy, Michigan 48084

Dear Tom:

Enclosed are fifteen copies of the report of the 35th Annual Actuarial Valuation of the City of Troy Incentive Plan for Volunteer Firefighters.

Please do not hesitate to contact us if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey T. Tebeau". The signature is stylized with a large, sweeping initial "J" and a long horizontal line extending to the right.

Jeffrey T. Tebeau

JTT:ah
Enclosures

cc: Nate Baldermann (1 report copy + 1 electronic copy)

September 8, 2015

Brian Kischnick, City Manager
City of Troy
500 W. Big Beaver Rd
Troy, Michigan 48084

Reference: Connecting to the Clinton River Trail from Troy City Hall

Dear Mr. Kischnick,

How exciting to learn that our city has a definite plan for a Trail/Pathway which will connect us to other southeast Michigan recreational trails, such as the nearby Clinton River Trail!

I'm sending you my feedback directly because I feel very strong about improving Troy's overall walkability and bikeability scores.

Given that one of your top ten goals for the City of Troy is to improve overall 'Walkability', I am hoping that you will engineer the trail to include connectivity to more points of interest and commercial enterprises within Troy. For example, from the Clinton River Trail my husband and I can frequent Auburn Hills / Pontiac / Rochester Hills restaurants, cafes, markets, doctors, dentists, educational, historic landmarks and parks.

Moreover 'Walkability' scoring is not just about recreation, it also includes ones' ability to accomplish daily errands without a car. Improving walkability is a vital part of creating a sustainable future for Troy. People of all ages want to live in communities that provide easy connection to amenities, employment, and to each other. Well-connected walkable communities are not only beneficial to citizens, but can also deliver real economic rewards to businesses and local governments.

I am optimistic that we can surpass the efforts being undertaken by Auburn Hills and other nearby cities and rocket City of Troy to become the top ranked walkable city in Michigan!

Sincerely,



Marie Couch
couchm@acm.org
248-709-2949

From the Desk of Marie Couch
2072 Russet Drive, Troy, MI 48098-2251

Beth L Tashnick

Subject: FW: RE :TROY POLICE

From: Mark Calice
Sent: Monday, September 21, 2015 6:48 AM
To: Brian M Kischnick

Subject: RE :TROY POLICE

Brian

Good morning

Wish to relay a “ good story”

My daughter (anne marie calice) had been seated on a jury trial in troy last M onday.

First time to “ see in action” the “ Troy police”

She came home to “ brag” how good she felt about the conduct of the 2 men.

Officers.. JOE MORGAN AND RUSS BARROWS...

They were

1 VERY DIRECT AND COMPLETE AS THEY EXPLAINED THE EVENT

2 SHOWED UNDERSTANDING TO ALL INVOLVED (TOOK QUESTIONS AND RESPONDED)

3 DRESSED CLEAN AND SHARP (LIKE PROS)

Bottom line this was her “ first” time to be involved with the “ TROY POLICE”

SHE WAS (IS) VERY PROUD TO HAVE THESE FINE “
PEOPLE” AS TROY POLICE..
PLEASE GIVE THEM A “ HUG” OR “ PAT ON THE BACK”
FOR JOB WELL DONE !!!
THANKS
MARK
OH SURE ANNE MARIE WOULD ADD TO THIS IF
NEEDED !!!

*Thank you
Mark Calice
Senior Vice President, Investments*

Beth L Tashnick

Subject: FW: Troy Trail -- great email for you to see**From:** Shapiro, Trisha**Sent:** Friday, August 21, 2015 12:06 PM**To:** Ellen C Hodorek**Subject:** RE: Troy Trail

Thank you so much for getting back with me. I hope you had a nice time away. My husband and I were able to attend the meeting last night along with some of our neighbors on Crabapple. It was interesting to listen to other people's thoughts. There did seem to be a lot of negative feedback and some people expressed it better than others.

My husband reached out to Kurt after we received the letter and he was able to help us understand everything more. He came out to our house and met with us and three of our neighbors on Crabapple. Then he took our thoughts back to the City Manager (I'm blanking on his name, I think it is Brian). They both came back out earlier in the week to chat with all of us again. I have to say that we couldn't have been more impressed with how they both were willing to come meet with us and listen to our concerns and thoughts. No matter what ends up happening with the trail we really appreciated the time they gave us.

Have a great weekend!

Trisha

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
DTE ELECTRIC COMPANY
CASE NO. U-17804**

- DTE Electric Company requests Michigan Public Service Commission approval to reconcile its Renewable Energy Plan costs associated with its amended plan approved in Case No. U-17302.
- The information below describes how a person may participate in this case.
- You may call or write DTE Electric Company, One Energy Plaza, Detroit, Michigan 48226-1279, (800) 477-4747, for a free copy of its application. Any person may review the application at the offices of DTE Electric Company.
- The first public hearing in this matter will be held:

DATE/TIME: **Wednesday, October 7, 2015, at 10:00 a.m.**
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

BEFORE: Administrative Law Judge **Mark E. Cummins**

LOCATION: Michigan Public Service Commission
7109 West Saginaw Highway
Lansing, Michigan

PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 284-8090 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider DTE Electric Company's (DTE Electric) August 31, 2015 application for Commission approval including: 1) the Transfer Prices identified in the Company's filing; 2) renewable cost revenues collected and costs incurred in 2014 as reasonable and prudent; 3) its reconciliation of pertinent revenues recorded and the allowance for the nonvolumetric Revenue Recovery Mechanism with the amounts actually expensed and projected; 4) DTE Electric's compliance with the Renewable Energy Standards; 5) the prices per megawatt-hour (MWh) for Renewable Energy capacity and advanced cleaner energy capacity and for Renewable Energy and advanced cleaner energy to be recovered through DTE Electric's Power Supply Cost Recovery clause; and 6) to transfer 87,538 Energy Optimization Credits at zero cost to be used in compliance with the Company's Amended Renewable Energy Plan.

All documents filed in this case shall be submitted electronically through the Commission's

E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by September 30, 2015. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric's attorney, Jon P. Christinidis, One Energy Plaza, Detroit, Michigan 48226-1279.

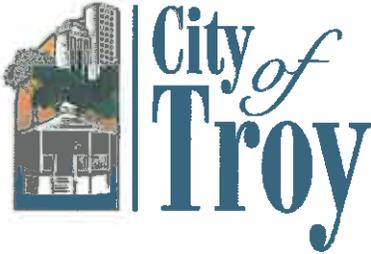
Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private.

Requests for adjournment must be made pursuant to the Michigan Administrative Hearing System's Administrative Hearing Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of DTE Electric's request may be reviewed on the Commission's website at: michigan.gov/mpscedockets, and at the office of DTE Electric Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6j et seq.; 2008 PA 295, MCL 460.1001 et seq.; and the Michigan Administrative Hearing System's Administrative Hearing Rules, 2015 AC, R 792.10401 et seq.

September 8, 2015



CITY COUNCIL ACTION REPORT

September 25, 2015

TO: Honorable Mayor and Troy City Council Members

FROM: Lori Grigg Bluhm, City Attorney
Allan T. Motzny, Assistant City Attorney

SUBJECT: Approval of Suburban Mobility Authority for Regional Transportation and City of Troy Pass Through Agreement for Troy Multi-Modal Transit Center

Attached is a proposed pass through agreement with Suburban Mobility Authority Transportation (SMART) in which SMART will facilitate the City's funding from a Federal Grant in exchange for the City's agreement to provide SMART access to the Transit Center. At the last minute, SMART told us that it is important an agreement must be approved by October 1, 2015 due to the possible government shutdown. The attached agreement has been presented to SMART for their consideration. It is the City Administration's recommendation that City Council approve the attached agreement and authorize the Mayor and City Clerk to execute the agreement on behalf of the City.

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION AND CITY OF TROY PASS THROUGH AGREEMENT FOR TROY MULTI-MODAL TRANSIT CENTER

This Agreement is made and entered into this _____ day of _____, 2015, by and between the Suburban Mobility Authority for Regional Transportation (hereinafter SMART), an instrumentality of the State of Michigan established pursuant to 1967 PA 204, MCL 124.401 et. seq. (Act 204); whose address is 535 Griswold Street, Suite 600; Detroit, MI 48226 and the City of Troy (hereinafter CITY), a Michigan municipal corporation whose address is 500 W. Big Beaver Road, Troy, MI 48084. SMART and CITY are collectively referred to as PARTIES.

RECITALS

WHEREAS, SMART, pursuant to Act 204, has been vested with the authority to acquire, plan, construct, operate and maintain transportation systems and facilities within its jurisdiction; and

WHEREAS, State, Local, and Federal authorities have designated SMART as the Federal Transit Administration's (hereinafter FTA) direct grant recipient within SMART's jurisdiction; and

WHEREAS, the Parties, along with the Michigan Department of Transportation (hereinafter MDOT) identified a need to upgrade and replace the existing Amtrak station, and construct a new Multi Modal Transit Center (hereinafter TRANSIT CENTER), in order to increase the station's passenger utilization and to bring local surface transit modes together into a common passenger transfer facility; and

WHEREAS, on October 11, 2011, CITY entered into a contract with MDOT for the construction of TRANSIT CENTER, using federal funding pursuant to the Federal Railroad Administration's High-Speed Intercity Passenger Rail program in the amount of \$8,485,212 through the American Recovery and Reinvestment Act of 2009 (ARRA). TRANSIT CENTER is now completed; and

WHEREAS, as a result of an adverse ruling at the Michigan Court of Appeals, CITY was required to initiate condemnation proceedings to re-acquire ownership of the land on which TRANSIT CENTER was situated, as well as an access easement over Doyle Drive; and

WHEREAS, CITY is within SMART's jurisdiction and has obtained preliminary approval of Federal Grant number MI-04-0084 in the amount of \$1,300,000, administered by the FTA, which was matched by \$325,000 in State of Michigan funds, as administered by MDOT, for a total of \$1,625,000 (hereinafter referred to as GRANT), which is intended

to be used for land acquisition purposes, including land costs, attorney fees, and other acquisition costs for TRANSIT CENTER; and

WHEREAS, in consideration of SMART's facilitation of CITY's funding from the Grant, CITY has agreed to provide SMART access to TRANSIT CENTER, including the drives, curb cuts, shelters and other amenities for the purposes of providing transportation services to the public, consistent with SMART's mission, including but not limited to fixed route service; and

WHEREAS, as a result of CITY's initiated condemnation action, legal title to the TRANSIT CENTER parcel vested with CITY as of July 10, 2014 after CITY's payment of the estimated just compensation for the property; and

WHEREAS, as a result of a mutual acceptance of a case evaluation award, the Court entered an order finalizing the condemnation action on September 14, 2015, after CITY's payment of the agreed upon just compensation for the property; and

WHEREAS, CITY seeks reimbursement from GRANT for the costs expended in order to re-acquire the TRANSIT CENTER parcel, and this Agreement will provide a mechanism for CITY to receive these funds as set forth in this Agreement, consistent with the requirements of FTA and MDOT.

NOW THEREFORE, in consideration of the mutual promises herein, the adequacy and sufficiency of which is hereby acknowledged, the PARTIES agree as follows:

1. PURPOSE

- a. SMART will act as the Recipient of GRANT for use by CITY for the Transit Center Project. SMART will pass through to CITY this funding for use as described below to CITY. SMART does not guarantee the availability of any funding, and shall not be held liable for the unavailability of any such funding for any reason. SMART shall not be liable to CITY for any monies other than those which SMART actually receives as recipient of the GRANT for the TRANSIT CENTER project.
- b. SMART is not and shall not be held liable for any funding delays and if any funding expected to be made available for the TRANSIT CENTER is later reduced or eliminated, SMART will, in its sole discretion, pass through the funding at the reduced level without any liability to CITY under this Agreement. Should it be determined that any funding provided by SMART to CITY under this Agreement shall be refunded to any funding source, CITY shall be liable for the entire refund amount, and shall repay SMART on demand so that SMART can repay the funding source in a timely manner.
- c. CITY will use GRANT for three purposes only:

- (i) For acquisition of unencumbered fee title to the real estate on which TRANSIT CENTER is located, which is located in the City of Troy, County of Oakland, State of Michigan, which is described in attached Exhibit 1.
 - (ii) For acquisition of a perpetual non-exclusive easement for ingress and egress on, over, through and across the main boulevard driveway connecting Coolidge Road and Maple Road, now known as Doyle Drive, as the same may be modified or relocated from time to time, which is more fully described in attached Exhibit 1.
 - (iii) To defray the cost of the land acquisition expenses which may be incurred by the CITY, including but not limited to reasonable and necessary attorney fees, court costs, and expert witness fees, provided that such expenses meet the criteria set forth in Office of Management and Budget Circular A-87, FTA Circular 4220.1F, FTA Circular 5010.1D, and any other applicable State and Federal Acquisition Regulations, each of which are incorporated herein by reference as if the same were repeated herein. It is further agreed that if any CITY expense fails to comport with the terms of the Grant application and GRANT, or with any applicable State or Federal law, regulation or requirement, then that expenses shall not be reimbursed from GRANT.
- d. PARTIES agree that CITY's use of GRANT is contingent upon: the United States Department of Labor approving the repurposing of GRANT requested by the PARTIES in their joint letter to the FTA dated September 23, 2013; FTA concurrence with the Federal Railroad Administration (FRA) finding of "No Significant Impact" dated September 5, 2011 for the construction of the TRANSIT CENTER; and FTA's determination that the land acquisition activity requested by SMART under MI-04-0084 is a categorical exclusion under 23 CFR 771.118(c)(6) and that pre-award authority was established November 26, 2013 for SMART and CITY, as SMART's sub-recipient, to incur costs associated with the acquisition of real property for the purposes of completing the TRANSIT CENTER.

2. PROPERTY ACQUISITION AND REIMBURSEMENT

- a. CITY agrees to pay any and all costs necessary to acquire unencumbered fee title to the Transit Center Property and a non-exclusive perpetual use of the Easement for use by the PARTIES. SMART agrees to reimburse the CITY's land acquisition expenses through contributions from the GRANT. All land acquisition expenses exceeding the amount of the GRANT will be borne by CITY.
- b. SMART agrees to make reimbursement, as set forth above, based on invoices CITY submits to SMART, detailing actual costs by CITY and/or its

consultants, as well as evidence of payment and/or other supporting documentation. CITY will assure that it and all of its subcontractors have complied with all applicable State and Federal laws and regulations, including the provisions of FTA Circular 4220.1F, FTA Circular 5010.1D, 49 USC 5333, the Uniform Assistance and Real Property Relocation Act (49 CFR Part 24). Reimbursement for costs incurred by CITY is subject to review and approval by SMART and FTA.

- c. CITY will submit along with each invoice, as set forth above, a PROJECT billing summary showing actual PROJECT costs to date. CITY agrees that the costs reported to SMART for this Agreement will represent only those items that are properly chargeable in accordance with this Agreement and the GRANT.
- d. CITY agrees that SMART has no obligation to fund CITY's land acquisition expenses contemplated by this Agreement if for any reason the GRANT funds are not made available to SMART by FTA or MDOT.

3. BIRMINGHAM IMPROVEMENTS

- a. FTA and MDOT and City have determined that \$150,000 of federal finding will be used to construct access ways and amenities for the City of Birmingham to the Transit Center. SMART has no obligation to provide funding for the Birmingham amenities and access ways except as available from the GRANT. SMART shall make sure that at least \$150,000 of GRANT funding is reserved until the Birmingham improvements are complete.

4. INSURANCE AND MAINTENANCE

- a. CITY currently insures the TRANSIT CENTER Property against all losses and liability claims. CITY will continue such insurance coverage while this Agreement is operative.
- b. CITY currently maintains and cares for the TRANSIT CENTER, including the structures on the Property and the developed and undeveloped lands. CITY shall continue all appropriate maintenance and care of the TRANSIT CENTER, Property, and Easement exclusive of any contribution from SMART, in a manner that preserves and enables the use of said premises as a Transit Center from the date of this Agreement and for the succeeding twenty (20) years thereafter.

5. TRANSIT CENTER USE

CITY warrants that in consideration of SMART facilitating CITY's use of GRANT, the Transit Center Facility shall continue to be used as a public transit center for the duration of this Agreement. After the termination of this Agreement, if the Property and Easement are no longer needed for transit purposes, CITY shall seek and obtain FTA concurrence in the disposal of the Property and Easement, as well as in the use of all sales proceeds generated from any FTA approved sale, and shall otherwise comply with the requirements of 49 CFR Part 24, Cir. 5010.1D and all applicable Federal laws. Further, so long as the Property is used as a Transit Center, the PARTIES agree that SMART shall be entitled to use the premises at no charge to provide transportation services to the public as is consistent with SMART's ongoing objectives and purposes. The PARTIES agree that SMART may operate fixed route services through the Transit Center as community demand and SMART policy may justify. Additionally, SMART will be permitted appropriate signage at the Transit Center, on the shelters, and the right of first refusal for advertising within the facility building. CITY may not use SMART logos, indicia, or other SMART material without the prior written approval of SMART.

6. AUDIT AND RECORD RETENTION

- a. The PARTIES will establish and maintain accurate records of all expenses incurred for which payment is sought or made under this Agreement, in accordance with generally accepted government accounting principles.
- b. The PARTIES will maintain all of its records for at least six (6) years from the date of final payment made to CITY by SMART under this Agreement. In the event of a dispute with regard to an allowable expense or any other issue under this Agreement, the PARTIES will continue to maintain records until the dispute has been finally decided and the time period for all available challenges or appeals of that decision have expired, or until the end of the six (6) year period, whichever is later.
- c. SMART, MDOT, FTA, the U.S. Department of Transportation, and the Comptroller General of the United States, and their authorized representatives shall have access to and the right to inspect, copy, and/or audit the PARTIES' records at any reasonable time after giving reasonable notice. In connection with such audit and inspection activities, the PARTIES shall afford SMART, MDOT, FTA, the U.S. Department of Transportation or the Comptroller General of the United States, and their authorized representatives, access to all records and the opportunity to interview the PARTIES' employees concerning any matter relating to this Agreement, as

well as adequate and appropriate workspace at the location of the respective PARTY.

- d. The PARTIES shall at all times comply with applicable Federal, State, and local laws and regulations without limitation, including those relative to audit requirements.

7. THIRD PARTY BENEFICIARIES AND INDEMNITY

- a. This Agreement is by and between SMART and CITY. It does not, nor is it intended to create any rights to third parties or anyone not a signatory to this Agreement.
- b. Notwithstanding any other provision in this Agreement, CITY shall indemnify, defend and hold harmless SMART, its officers, agents, employees and members of its Board of Directors from any and all claims, losses and damages, including costs and attorney fees occurring or resulting from any act, omission, or negligence of or chargeable to CITY, its officers, agents, employees, subcontractors, successors and/or assigns arising out of and pursuant to this Agreement. This provision is independent of any insurance requirements contained herein.

8. NON-DISCRIMINATION

- a. By executing this Agreement, CITY agrees to comply with all of the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in the attached Exhibit 2 (Appendix A), dated August 1985. For purposes of Exhibit 2 (Appendix A), CITY and CONTRACTOR shall be interchangeable. CITY further covenants that it will comply with the Civil Rights Act of 1964, as amended, and the Regulations of the Department of Transportation (49 CFR Part 21), issued pursuant to said Act, including Exhibit 3 (Appendix B), dated June 2011, attached hereto and made a part hereof. CITY will require similar covenants on the part of any contractor or subcontractor employed in the performance of the PROJECT for which this Agreement is made.
- b. CITY will comply with the applicable requirements of SMART's DBE program and in accordance with 1980 PA 278, MCL 423.321 et. seq.. CITY, in the performance of this Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the State of Michigan and the Department of Labor of employers who have been found in contempt of court by a Federal Court of Appeals, on not less than three (3) occasions involving different violations during the preceding

seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158.

9. CHANGES

All changes in the scope or character of the PROJECT or in the cost, terms of reimbursement, or terms of this Agreement will be by written amendment to this Agreement, signed by the duly authorized representatives of the PARTIES and subject to the approval of FTA.

10. TERMINATION

In the event CITY fails to complete any part of the PROJECT, or breaches any terms of this Agreement, then SMART may terminate this Agreement for cause. SMART will provide CITY with written notice of such termination, and will allow CITY fourteen (14) days to cure any defects identified in the written notice. If CITY fails to cure the noted defects within the allocated time period, then SMART will be entitled to pursue whatever remedy is available to it, including but not limited to withholding funds or off-setting funds owed to CITY under this Agreement, as well as any other existing or future Agreements between CITY and SMART. This provision does not limit SMART's ability to seek redress for all losses it may incur as a result of CITY's breach of this Agreement.

11. SEVERABILITY

If any part of this Agreement is determined to be invalid, illegal, or unenforceable, such determination will not affect the validity, legality, or enforceability of any other part of this Contract, and the remaining parts of this Contract will be enforced as if such invalid, illegal, or unenforceable part were not contained herein.

12. TERM

This Agreement will be in effect, starting on the date of its execution, and lasting for a term of 20 years.

13. PROHIBITION AGAINST ASSIGNMENT, SALE, OR LEASE

If and when the TRANSIT CENTER is no longer needed for a transit purpose, then CITY shall notify SMART and request disposition instructions from the FTA pursuant to FTA Circular 5010.1D. If CITY breaches the provisions of this paragraph, CITY shall assume all liability for and shall indemnify and hold SMART harmless from and

against all of its losses, including but not limited to repayment of all GRANT funds, penalties, interest and costs requested or required by FTA and MDOT, as well as payment of all of SMART's reasonable attorney fees and costs incurred as a result of CITY's breach.

14. APPLICATION OF FEDERAL LAW

- a. As Sub-recipient, CITY shall comply with all applicable federal laws, regulations, executive orders, circulars, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement. The Master Agreement dated October 1, 2014 between FTA and SMART, and all future amendments thereto (hereinafter collectively referred to as MASTER AGREEMENT) are incorporated by reference and made a part of this Agreement. TROY agrees to be subject to the terms and conditions of MASTER AGREEMENT that are applicable to a Recipient. CITY shall be subject to 49 CFR Part 18 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments), and all Certifications and Assurances for FTA grants and cooperative agreements, as updated annually.
- b. CITY and SMART agree that federal requirements, including federal laws, regulations, policies, certifications and assurances, circulars and related administrative practices may change or be subject to amendment, and that the changed requirements will apply to the PROJECT and this Agreement, as necessary. CITY will include this provision in all subcontracts it finances with GRANT funds relating to the PROJECT.

15. ENTIRE CONTRACT

This Contract constitutes the entire agreement between the PARTIES with respect to the PROJECT, and is binding upon its execution by the duly authorized officials for the PARTIES. All prior contracts, agreements, and understandings between the PARTIES with respect to the PROJECT are subsumed within this Agreement. Except as otherwise provided in this Agreement, no change in, modification to, or amendment to this Agreement will be of any force or effect unless it is in writing, dated, and signed by the duly authorized representatives of the PARTIES.

CITY OF TROY

By: _____
Dane Slater, Mayor

By: _____
M. Aileen Dickson, City Clerk

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

By: _____
John C. Hertel, General Manager

EXHIBIT 1

Legal Description

DESCRIPTION OF THE TRANSIT PARCEL:

PART OF THE NORTHEAST ¼ OF SECTION 31, T2N-R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT SOUTH 01 DEGREES 40 MINUTES 27 SECONDS WEST MEASURED 87.00 FEET ALONG THE EAST LINE OF SECTION 31 AND NORTH 88 DEGREES 09 MINUTES 00 SECONDS WEST 1413.07 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF MAPLE ROAD AND SOUTH 01 DEGREES 59 MINUTES 00 SECONDS WEST 1098.91 FEET FROM THE NORTHEAST CORNER OF SECTION 31; THENCE FROM SAID POINT OF BEGINNING SOUTH 88 DEGREES 20 MINUTES 27 SECONDS EAST 187.05 FEET; THENCE SOUTH 01 DEGREES 39 MINUTES 33 SECONDS WEST 462.74 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 27 SECONDS EAST 25.37 FEET; THENCE SOUTH 01 DEGREES 39 MINUTES 33 SECONDS WEST 192.17 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 27 SECONDS WEST 114.27 FEET; THENCE ALONG A NON-TANGENTIAL CURVE TO THE LEFT ALSO BEING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GRAND TRUNK RAILROAD; RADIUS 22,961.83 FEET, CENTRAL ANGLE OF 00 DEGREES 29 MINUTES 28 SECONDS, AN ARC LENGTH 196.63 FEET; WHOSE CHORD BEARS NORTH 29 DEGREES 11 MINUTES 51 SECONDS WEST, 196.63 FEET; THENCE NORTH 01 DEGREES 59 MINUTES 00 SECONDS EAST 476.12 FEET TO THE POINT OF BEGINNING.

DESCRIPTION OF THE EASEMENT:

PART OF THE N.E. ¼ OF SECTION 31, T2N-R11E, CITY OF TROY, OAKLAND COUNTY MICHIGAN AND BEGINNING AT A POINT DISTANT NORTH 88 DEGREES 09 MINUTES 00 SECONDS WEST 1412.60 FEET ALONG THE NORTH LINE OF SECTION 31, SAID LINE ALSO BEING THE CENTERLINE OF MAPLE ROAD (87.00 FEET WIDE, ½ WIDTH) AND SOUTH 01 DEGREES 59 MINUTES 00 SECONDS WEST 87.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MAPLE ROAD AND ALONG SAID RIGHT-OF-WAY LINE SOUTH 88 DEGREES 08 MINUTES 46 SECONDS EAST 17.05 FEET FROM THE N.E. CORNER OF SAID SECTION 31; THENCE FROM THE POINT OF BEGINNING OF SAID PUBLIC ACCESS EASEMENT SOUTH 88 DEGREES 08 MINUTES 46 SECONDS EAST 85.00 FEET; THENCE SOUTH 01 DEGREES 57 MINUTES 24 SECONDS WEST 255.36 FEET; THENCE SOUTH 01 DEGREES 57 MINUTES 24 SECONDS WEST 186.42 FEET; THENCE 52.99 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS 314.00 FEET, A CENTRAL ANGLE OF 09 DEGREES 40 MINUTES 12 SECONDS, A CHORD LENGTH OF 52.93 FEET, AND A CHORD BEARING OF SOUTH 06 DEGREES 47 MINUTES 29 SECONDS WEST; THENCE SOUTH 11 DEGREES 37 MINUTES 35 SECONDS WEST 187.11 FEET; THENCE 48.25 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

286.00 FEET, A CENTRAL ANGLE OF 09 DEGREES 39 MINUTES 57 SECONDS, A CHORD LENGTH OF 48.19 FEET AND A CHORD BEARING SOUTH 08 DEGREES 47 MINUTES 37 SECONDS WEST; THENCE SOUTH 01 DEGREES 57 MINUTES 43 SECONDS WEST 739.10 FEET; THENCE 25.22 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 18.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 19 MINUTES 42 SECONDS, A CHORD LENGTH OF 22.69 FEET AND A CHORD BEARING SOUTH 43 DEGREES 10 MINUTES 36 SECONDS EAST; THENCE SOUTH 88 DEGREES 20 MINUTES 27 SECONDS EAST 383.27 FEET; THENCE 30.94 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 150.00 FEET; A CENTRAL ANGLE OF 11 DEGREES 08 MINUTES 52 SECONDS, A CHORD LENGTH OF 30.89 FEET AND A CHORD BEARING OF NORTH 86 DEGREES 05 MINUTES 07 SECONDS EAST; THENCE SOUTH 88 DEGREES 20 MINUTES 27 SECONDS EAST 312.48 FEET; THENCE 179.03 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 545.50 FEET, A CENTRAL ANGLE OF 18 DEGREES 48 MINUTES 13 SECONDS, A CHORD LENGTH OF 178.22 FEET, AND A CHORD BEARING OF SOUTH 71 DEGREES 10 MINUTES 32 SECONDS EAST; THENCE SOUTH 61 DEGREES 46 MINUTES 25 SECONDS EAST 105.93 FEET; THENCE 204.48 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 440.99 FEET, A CENTRAL ANGLE OF 26 DEGREES 34 MINUTES 02 SECONDS, A CHORD LENGTH OF 202.65 FEET, AND A CHORD BEARING OF SOUTH 75 DEGREES 03 MINUTES 26 SECONDS EAST; THENCE SOUTH 88 DEGREES 20 MINUTES 27 SECONDS EAST 73.91 FEET; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF COOLIDGE ROAD (80.00 FEET WIDE, 1/2 WIDTH), SOUTH 01 DEGREES 39 MINUTES 33 SECONDS WEST 128.35 FEET; THENCE NORTH 81 DEGREES 51 MINUTES 28 SECONDS WEST 13.48 FEET; THENCE NORTH 78 DEGREES 24 MINUTES 33 SECONDS WEST 47.15 FEET; THENCE 262.33 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1028.12 FEET, A CENTRAL ANGLE OF 14 DEGREES 37 MINUTES 09 SECONDS, A CHORD LENGTH OF 281.62 FEET AND A CHORD BEARING OF NORTH 69 DEGREES 04 MINUTES 59 SECONDS WEST; THENCE NORTH 61 DEGREES 46 MINUTES 25 SECONDS WEST 118.89 FEET; THENCE 215.85 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 465.50 FEET; A CENTRAL ANGLE OF 26 DEGREES 34 MINUTES 02 SECONDS, A CHORD LENGTH OF 213.92 FEET AND A CHORD BEARING OF NORTH 75 DEGREES 03 MINUTES 26 SECONDS WEST; THENCE NORTH 88 DEGREES 20 MINUTES 27 SECONDS WEST 198.08 FEET; THENCE 35.89 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 153.00 FEET, A CENTRAL ANGLE OF 13 DEGREES 19 MINUTES 41 SECONDS, A CHORD LENGTH OF 35.51 FEET, AND A CHORD BEARING OF NORTH 81 DEGREES 40 MINUTES 36 SECONDS WEST; THENCE NORTH 75 DEGREES 00 MINUTES 46 SECONDS WEST 34.18 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 27 SECONDS WEST 375.01 FEET; THENCE 119.82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 78.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 19 MINUTES 42 SECONDS, A CHORD LENGTH OF 107.79 FEET AND A CHORD BEARING OF NORTH 43 DEGREES 10 MINUTES

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

EXHIBIT 2

APPENDIX A PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract, the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees 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 handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in paragraph 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids of any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each sub-contractor as well as the contractor himself, and said contractors will permit access to his books, records and accounts by the Michigan Civil Rights Commission and/or its agents, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and offices, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

October, 2003

EXHIBIT 3

APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. Compliance with Regulations: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. Solicitation for Subcontracts, Including Procurements of materials and Equipment: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011