

**CITY COUNCIL**

**AGENDA**

**August 6, 2001 – 7:30 P.M.  
 Council Chambers – City Hall  
 500 West Big Beaver, Troy, Michigan 48084  
 (248) 524-3300**

**CALL TO ORDER 1**

**Invocation & Pledge Of Allegiance – Pastor Tom Barbret – Lutheran Church of the Master 1**

**ROLL CALL 1**

**A-1** Minutes: Regular Meeting of [July 23, 2001](#) 1

**A-2** Presentations: (a) Greetings to the Citizens of the Republic of Tatarstan; (b) Certificate of Recognition to Chuck Barnes – Recipient of the Conservation Educator of the Year Award 1

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- (d) Board of Zoning Appeals/Final – May 15, 2001 ..... 2
- (e) Planning Commission Special Study Meeting/Final – May 22, 2001 ..... 2
- (f) Troy Daze/Final – May 22, 2001 ..... 2
- (g) Advisory Committee for Person with Disabilities/Draft – June 6, 2001 ..... 2
- (h) Planning Commission/Final – June 12, 2001 ..... 2
- (i) Employees’ Retirement System Board of Trustees /Draft – June 13, 2001..... 2

***NOTICE: People with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk (248) 524-3316 at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.***

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**CALL TO ORDER**

**Invocation & Pledge Of Allegiance** – Pastor Tom Barbret – Lutheran Church of the Master

**ROLL CALL**

Mayor Matt Pryor  
Robin Beltramini  
Martin F. Howrylak  
Thomas S. Kaszubski  
David A. Lambert  
Anthony N. Pallotta  
Louise E. Schilling

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**A-1 Minutes: Regular Meeting of July 23, 2001**

Suggested Resolution  
Resolution #2001-08-  
Moved by  
Seconded by

RESOLVED, That the Minutes of the 7:30 PM Regular Meeting of July 23, 2001 be approved.

Yes:  
No:

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**A-2 Presentations: (a) Greetings to the Citizens of the Republic of Tatarstan; (b) Certificate of Recognition to Chuck Barnes – Recipient of the Conservation Educator of the Year Award**

**CARRYOVER ITEMS – Originally carried over from Regular City Council Meeting of July 9, 2001****REPORTS AND COMMUNICATIONS**

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- (a) Advisory Committee for Senior Citizens/Final – May 3, 2001
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- (g) Advisory Committee for Person with Disabilities/Draft – June 6, 2001
- (h) Planning Commission/Final – June 12, 2001
- (i) Employees' Retirement System Board of Trustees /Draft – June 13, 2001
- (j) Board of Zoning Appeals/Draft – June 19, 2001
- (k) Library Advisory Board/Draft – June 21, 2001
- (l) Historical Commission/Draft – June 26, 2001

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**G-3 Department Reports:**

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**G-4 Announcement of Public Hearings:**

- (a) Proposed Rezoning – North Side of Long Lake, West of Livernois – Section 9 – R-1B (One Family Residential) to R-1T (One Family Attached Residential – Scheduled for Regular City Council Meeting on July 23, 2001
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**G-5 Proposed Proclamations/Resolutions from Other Organizations:**

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**G-6 Letters of Appreciation:**

- (a) Memorandum from Police Chief Craft to City Manager Szerlag, Re: Certificate of Appreciation from Oakland County Probation
  - (b) Letter from Gary Peer, Ph.D., Central Michigan University, Re: Robert Wolfe's Master of Science Degree
  - (c) Letter from Renee Gucciardo to Captain Slater, Re: Officer Joseph Mairorano's Outstanding Service
  - (d) Letter from Tom Sawyer, Jr., to Mr. Need, Re: Thank You
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  - (f) Letter from Dorothy Meerschaert to Department of Public Works, Re: The Efficient Manner in Which DPW Staff has Maintained Their Street While it Has Been Under Construction
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**G-7 Letters of Resignation from Boards and Committees:**

- (a) Gary A. Sirotti – Act 78 Commission
  - (b) Nelson Ritner – Economic Development Corporation
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**G-8 Agenda Visitor Information System**

City Management requests a 5-minute presentation regarding this item if time permits.

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**G-9 Resolution of Drainage Problem South of Peacock Farm on Rochester Road, Section 10**

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**G-10 Citizen Comments on Red Light Enforcement Cameras**

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**G-11 Recommendation of Civic Center Site**

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**G-12 Troy Executive Aviation**

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**G-13 Resolution of Drainage Ditch Problem on Harris Street, West of Rochester Road, in Connection with Section 22 & 23 Water Main Project**

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**G-14 Federal Storm Water Regulations**

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**G-15 Project Status Report**

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**G-16 Troy Fire Department – 1999 Annual Report and 2000 Annual Report**  
Report distributed at the July 9, 2001 Meeting.

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**G-17 Levels of Approval for Platted and Unplatted Residential Developments**

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**G-18 Update of Chapter 16 Solid Municipal Waste and Recycling Ordinance**

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**G-19 Update on Dangerous Building – 612 Trombley, Parcel #88-20-22-401-006**

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**G-20 Darrah v Oak Park, City of Troy, Officer Russ Bragg**

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**CARRYOVER ITEMS – From Regular City Council Meeting of July 23, 2001****REPORTS AND COMMUNICATIONS**

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  - (e) Troy Daze/Draft – June 26, 2001
  - (f) Downtown Development Authority/Draft – June 28, 2001
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**G-3 Department Reports:**

- (a) Permits Issued July 2000 Through June 2001
  - (b) Permits Issued January Through June 2001
  - (c) Permits Issued During the Month of June
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**G-4 Announcement of Public Hearings:**

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**G-5 Proposed Proclamations/Resolutions from Other Organizations:**

- (a) City of Clawson; Re: Consideration of the Resolution in Opposition to the Legalization of Marijuana and Other Class One Drugs
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**G-6 Letters of Appreciation:**

- (a) E-mail From Cathleen Martin to William R. Need In Appreciation For His Response to Her Concerns
  - (b) Letter From John Feikens – United States District Judge to William Need Complimenting Him on the City's Water Quality Information Brochure
  - (c) Letter from Margaret Gaffney to William Need Thanking Him For Assisting Her in the Removal of Concrete Debris From Her Home and Complimenting the City and Ron Hynd For the Good Planting Job in the Peace Garden
  - (d) Letter from Gabriela Ban-Director/American-Romanian Cultural Center to Troy City Council Thanking Them for Inviting Them to Participate in "Ion Pandeale Exhibit" and the "Romanians in Troy" event
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**G-7** Proposed Modifications to Troy City Code Chapter 93, Fire Prevention

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**G-8** The Disposition of City Property at 101 E. Square Lake Road/Krell Property

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**G-9** \$24,000,000.00 Downtown Development Authority Bond Issue

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**G-10** Memo from Troy Chamber of Commerce and City Management Recommending an Economic Analysis of Various Civic Center Site Plan Elements

## **PUBLIC HEARINGS**

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**C-1** First Amendment to Grand/Sakwa Brownfield Plan

### Suggested Resolution

Resolution #2001-08-

Moved by

Seconded by

RESOLVED, That the Public Hearing on the proposed First Amendment to the Grand/Sakwa Properties Inc. Brownfield Plan is postponed to the September 10, 2001 City Council Meeting

Yes:

No:

## **VISITOR COMMENTS**

*Any person not a member of the Council may address the Council with recognition of the Chair, after clearly stating the nature of his/her inquiry. Any such matter may be deferred to another time or referred for study and recommendation upon the request of any one Council Member except that by a majority vote of the Council Members, said matter may be acted upon immediately. No person not a member of the Council shall be allowed to speak more than twice or longer than five (5) minutes on any question, unless so permitted by the Chair. The Council may waive the requirements of this section by a majority of the Council Members. (Rules of Procedure for the City Council, Article 15, as amended May 7, 2001.)*

**CONSENT AGENDA**

*The Consent Agenda includes items of a routine nature and will be approved with one motion. That motion will approve the recommended action for each item on the Consent Agenda. Any Council Member may remove an item from the Consent Agenda and have it considered as a separate item. A member of the audience who wishes to speak in opposition to the recommended action for any given Consent Agenda item may do so with the approval of a majority vote of City Council. Any item so removed from the Consent Agenda shall be considered after other items on the consent business portion of the agenda have been heard. (Rules of Procedure for the City Council, Article 13, as amended May 7, 2001.)*

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**E-1 Approval of Consent Agenda**Suggested Resolution

Resolution #2001-08-

Moved by

Seconded by

RESOLVED, That all items as presented on the Consent Agenda are hereby approved as presented with the exception of Item(s) \_\_\_\_\_, which shall be considered after Consent Agenda (E) items, as printed.

Yes:

No:

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**E-2 Standard Purchasing Resolution 4: Tri-County Purchasing Cooperative – Voice/Data Cabling Services**Suggested Resolution

Resolution #2001-08-

RESOLVED, That a two-year contract for Voice/Data Cabling Services from Hi-Tech Systems Service, Inc. is hereby approved through the Farmington Hills bid with an extension of the prices, terms, and conditions to the Tri-County Purchasing Cooperative of which the City of Troy is a member at unit prices contained in the bid tabulation entitled 00-01-911 – Data/Phone Cabling expiring March 19, 2003 with an option to renew for an additional two years.

BE IT FURTHER RESOLVED, That the award is contingent upon contractor submission of properly executed proposal and bid documents including bonds, insurance certificates, and all other specified requirements including a mutually agreeable negotiated additional charge for unforeseen circumstances such as asbestos encapsulation, etc.

**E-3 Standard Purchasing Resolution 1: Award to Low Bidder – Towing Contract**Suggested Resolution

Resolution #2001-08-

RESOLVED, That a three-year contract to provide Towing and Storage Services with an option to renew for two additional one-year periods is hereby awarded to the low bidder, Coleman's Towing and Recovery, A RoadOne Company, at unit prices contained in the bid tabulation opened July 11, 2001, a copy of which shall be attached to the original Minutes of this meeting at an estimated total cost of \$154,130.00 per year, to expire July 31, 2004.

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

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**E-4 Road Closure to Veteran's Memorial Monument Dedication**Suggested Resolution

Resolution #2001-08-

RESOLVED, That Town Center Drive West from Civic Center Drive to the entrance of the parking lot at the rear of City Hall and Town Center Drive East from the parking lot entrance to Civic Center Drive be closed from 8:00 a.m. to 4:00 p.m. on Saturday, October 6, to accommodate the Dedication Ceremony of the Veteran's Memorial Monument on the City Hall Plaza.

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**E-5 Private Agreements – (a) Tire Wholesalers Project - No. 01.908.3; (b) National Television Book Company - Project No. 99.937.3; (c) Sandalwood South Condominiums - Project No. 00.930.3; and (d) Suburban Volvo - Project No. 00.954.3****(a) Tire Wholesalers – Project No. 01.908.3**Suggested Resolution

Resolution #2001-08-

RESOLVED, That the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and Tire Wholesalers Company, Inc., 1783 E. 14 Mile Road, Troy, MI 48083, is hereby approved for the installation of detention, storm sewer, water main, sidewalks, and paving on the site and in the adjacent right-of-way, and the Mayor and City Clerk are authorized to execute the documents, a copy of which shall be attached to the original Minutes of this meeting

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**(b) National Television Book Company – 209 Park – Project No. 99.937.3**

Suggested Resolution  
Resolution #2001-08-

RESOLVED, That the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and National Television Book Company, is hereby approved for the installation of water main, storm sewer, and paving at 209 Park, 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.

**(c) Sandalwood South Condominiums - Project No. 00.930.3**

Suggested Resolution  
Resolution #2001-08-

RESOLVED, That the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and Sandalwood South of Troy, L.L.C. is hereby approved for the installation of sanitary sewer, storm sewer, detention, water main, sidewalks, and paving on the site and in the adjacent right-of-way and the Mayor and City Clerk are authorized to execute the documents, a copy of which shall be attached to the original Minutes of this meeting.

**(d) Suburban Volvo – 1785 Maplelawn – Project No. 00.954.3**

Suggested Resolution  
Resolution #2001-08-

RESOLVED, That the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and Suburban Maplelawn 3, L.L.C., is hereby approved for the installation of water main, storm sewer, and paving at 1785 Maplelawn, 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.

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**E-6 Standard Purchasing Resolution 1: Award to Low Bidder – Landscape Services for Stoneridge–Stonecrest Detention Pond**

Suggested Resolution  
Resolution #2001-08-

RESOLVED, That a contract to furnish all labor, material, and equipment to landscape Stoneridge-Stonecrest Detention Pond is hereby awarded to the low bidder, Muellers Sunrise Nursery, Inc., at unit prices contained in the bid tabulation opened July 19, 2001, a copy of which shall be attached to the original Minutes of this meeting, at an estimated total cost of \$18,000.00.

BE IT FURTHER RESOLVED, That the award is contingent upon contractor submission of properly executed bid and contract documents, including insurance certificates and all other specified requirements; and if additional landscape materials are required that could not be foreseen, such additional material is authorized in an amount not to exceed 10% of the total project cost.

**E-7 Arbor Day 2002 Proclamation**Suggested Resolution

Resolution #2001-08-

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, This holiday called Arbor Day, was first observed with the planting of more than a million trees in Nebraska and is now observed throughout the nation and the world; and

WHEREAS, Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and

WHEREAS, Trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, Troy desires to be recognized as a Tree City USA by The National Arbor Day Foundation and wishes to continue its tree-planting ways;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Troy hereby proclaims May 3, 2002 as Arbor Day in the City of Troy, and urges all citizens to support our City's urban forestry program and to plant trees to gladden the hearts and promote the well-being of present and future generations.

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**E-8 Troy Daze Fireworks Permit**Suggested Resolution

Resolution #2001-08-

RESOLVED, That City Council authorizes the issuance of a fire works permit to Melrose Pyrotechnics, Inc. for both the test shoot (future date to be approved by the Fire Chief) and display on September 16, 2001 for the Troy Daze Festival.

**REGULAR BUSINESS**

*Persons interested in addressing City Council on items, which appear on the printed Agenda, may do so at the time the item is discussed. For those addressing City Council, time may be limited to not more than twice nor longer than five (5) minutes on any question, unless so permitted by the Chair, in accordance with the Rules of Procedure of the City Council, Article 6, as amended May 7, 2001. Persons interested in addressing City Council on items, which are not on the printed Agenda, may do so under the last item of the Regular Business (F) Section.*

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**F-1 Appointments to Boards and Committees: (a) Advisory Committee for Persons with Disabilities; (b) CATV Committee; (c) Civil Service Commission (Act 78); (d) Economic Development Corporation; (e) Historical Commission; (f) Liquor Committee; (g) Parks and Recreation Board; (h) Traffic Committee; and (i) Troy Daze Committee**

Suggested Resolution

Resolution #2001-08-

Moved by

Seconded by

RESOLVED, That the following persons are hereby appointed by the City Council to serve on the Boards and Committees as indicated:

(a) Advisory Committee for Persons With Disabilities Council Appointment

\_\_\_\_\_ Student Rep Term Expires 07-01-2002

(b) CATV Committee Council Appointment

\_\_\_\_\_ Student Rep Term Expires 07-01-2002

(c) Civil Service Commission (Act 78) Council Appointment

\_\_\_\_\_ Vacant Term Expires 04-30-2002

(d) Economic Development Corporation Mayor, Council Approval

\_\_\_\_\_ Vacant Term Expires 04-30-2005

(e) Historical Commission Council Appointment

\_\_\_\_\_ Student Rep Term Expires 07-01-2002

\_\_\_\_\_ Vacant Term Expires 07-31-2004

(f) Liquor Committee Council Appointment

\_\_\_\_\_ Student Rep Term Expires 07-01-2002

(g) Parks and Recreation Board Council Appointment

\_\_\_\_\_ Student Rep Term Expires 07-01-2002

(h) Traffic Committee Council Appointment

\_\_\_\_\_ Student Rep Term Expires 07-01-2002

(i) Troy Daze Committee Council Appointment

\_\_\_\_\_ Student Rep Term Expires 07-01-2002

Yes:

No:

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**F-2 Closed Session**

Suggested Resolution

Resolution #2001-08-

Moved by

Seconded by

RESOLVED, That the City Council of the City of Troy shall meet in Closed Session as permitted by State Statute MCLA 15.268, Sections (e) City of Troy v Wallace Russell et. al and (h), and MCLA 15.243 (h), after adjournment of this meeting.

Yes:

No:

**F-3 Proposed Modifications to Troy City Code Chapter 93, Fire Prevention**Suggested Resolution

Resolution #2001-08-

Moved by

Seconded by

RESOLVED, That an ordinance to modify Chapter 93, Fire Prevention of the Code of the City of Troy, is hereby adopted, in order to adopt the 2000 International Fire Code with Amendments and a copy of this ordinance shall be attached to the original Minutes of this meeting.

Yes:

No:

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**F-4 Big Beaver, I-75 to Rochester – Cost Participation Agreement with RCOC – Contract No. 01-7**Suggested Resolution

Resolution #2001-08-

Moved by

Seconded by

RESOLVED, That the Cost Participation Agreement between the City of Troy and the Road Commission for Oakland County for the Big Beaver, I-75 to Rochester Road project, Project No. 93.207.6 and Project No. 99.207.5, is hereby approved and the Mayor and City Clerk are authorized to execute the Agreement, a copy of which shall be attached to the original Minutes of this meeting.

Yes:

No:

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**F-5 Traffic Committee Recommendations****(a) Parking Restrictions on Stutz and Maxwell**Suggested Resolution

Resolution #2001-08-

Moved by

Seconded by

RESOLVED, That Traffic Control Orders No. 75-2P and 85-11-P and City Council Resolution No. 84-762 be rescinded, and that Traffic Control Order No. 01- -P is hereby approved for parking restrictions on Stutz and Maxwell, as shown in the attachment.

Yes:

No:

**(b) Prohibit Parking on the North Side of Arlund Way**Suggested Resolution

Resolution #2001-08-

Moved by

Seconded by

RESOLVED, That Traffic Control Order No. 01- -P be approved to prohibit parking on the north side of Arlund Way, and permit parking on the south side (hydrant side) with sufficient space near the fire hydrants in accordance with legal distance requirements.

Yes:

No:

**(c) Remove Trees from the Right-of-Way on the Northwest Corner of John R & Square Lake**Suggested Resolution

Resolution #2001-08-

Moved by

Seconded by

RESOLVED, That trees be removed from the right-of-way on the northwest corner of the intersection of John R and Square Lake.

Yes:

No:

**(d) Installation of YIELD Signs on Northbound and Southbound Holland at Thales and Westbound Wessells at Holland**Suggested Resolution

Resolution #2001-08-

Moved by

Seconded by

RESOLVED, That Traffic Control Order No. 01- -SS(Y) be approved for installation of YIELD signs on northbound and southbound Holland at Thales, and on westbound Wessells at Holland (Item 7).

Yes:

No:

**F-6 Bid Waiver – Exhibition Tents for Troy Daze Festival**

Suggested Resolution

Resolution #2001-08-

Moved by

Seconded by

WHEREAS, A market analysis has been conducted to rent exhibition tents for the Troy Daze Festival; and

WHEREAS, It has been determined by all participants that the festival needs to improve traffic flow and relieve congestion in the walkway areas; and

WHEREAS, The Parks and Recreation Department and Troy Daze Committee members have changed the sizing requirements of the tents in an effort to reconfigure and improve the layout of the Troy Daze Festival;

NOW, THEREFORE, BE IT RESOLVED, That formal bidding procedures are hereby waived and a contract to provide exhibition tents for the 2001 Troy Daze Festival is hereby awarded to Special Events Rental at an estimated total cost of \$12,240.00.

Yes:

No:

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**F-7 Approval of a Procurement Card Program and Accompanying Bank Resolution from Fifth Third Bank**

Suggested Resolution

Resolution #2001-08-

Moved by

Seconded by

RESOLVED, That a Purchasing Card Program is hereby approved with the City of Troy's bank service provider, Old Kent Bank soon to be Fifth Third Bank in compliance with the provisions of Public Act 266 of 1995.

Yes:

No:

**F-8 Election Worker Wages**Suggested Resolution

Resolution #2001-08-

Moved by

Seconded by

RESOLVED, That the rate of pay for Election Inspector's be increased to \$7.50 per hour, that the Chairman rate of pay be increased to \$7.50 per hour plus \$40.00 per day, that the Co-Chairman rate of pay be increased to \$7.50 per hour plus \$20.00 per day, and that the inspectors that return to City Hall on Election Night receive an additional \$6.00 per election.

Yes:

No:

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**F-9 Request for Approval of Purchase Agreement – The Marie A. Jones Revocable Trust – Proposed Section 1 Golf Course Development – Sidwell #88-20-01-126-003 & 004**Suggested Resolution

Resolution #2001-08-

Moved by

Seconded by

RESOLVED, That the Agreement to Purchase between the Marie A. Jones Revocable Trust and the City of Troy, having Sidwell #88-20-01-126-003 and 004, for the acquisition of property at 6957 Doenges, plus one vacant parcel for the proposed Section 1 Golf Course Development is hereby approved; and

BE IT FURTHER RESOLVED, That authorization is hereby granted to purchase the property in the Agreement referenced above in the amount of \$225,000.00 plus moving costs and closing costs.

Yes:

No:

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**F-10 Payment to Grand/Sakwa Properties, Inc. for Road Improvements at 1600 East Big Beaver (U.S. Postal Service) and at the San Marino Club in Conjunction with the Airport Development, Project No. 98.911.3**

Suggested Resolution

Resolution #2001-08-

Moved by

Seconded by

RESOLVED, That the City of Troy pay \$37,318.80 to Grand/Sakwa Properties, Inc. for road improvements in front of 1600 East Big Beaver (U.S. Postal Service), and at the San Marino Club in conjunction with the Airport Development Project No. 98.911.3.

Yes:

No:

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**F-11 Municipal Building Authority – Section One Golf Course – Legal Documents**

**(a) Contract of Lease**

Suggested Resolution

Resolution #2001-08-

Moved by

Seconded by

THIS FULL FAITH AND CREDIT GENERAL OBLIGATION CONTRACT OF LEASE (the "Contract of Lease") made as of the first day of \_\_\_\_\_, 2001, by and between the MUNICIPAL BUILDING AUTHORITY OF TROY, a public corporation organized and existing under the authority of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended (the "AUTHORITY"), and the CITY OF TROY, a Michigan municipal corporation organized and existing under the Constitution and laws of the State of Michigan (the "CITY");

**WITNESSETH:**

WHEREAS, The AUTHORITY has been incorporated by the CITY pursuant to the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended (the "Act"), for the purpose of acquiring, furnishing, equipping, owning, improving, enlarging, operating and/or maintaining a building or buildings, automobile parking lots or structures, stadiums, recreational facilities and the necessary site or sites therefore, together with appurtenant properties and facilities necessary or convenient for the effective use thereof, for use for any legitimate public purpose of the CITY; and

WHEREAS, The CITY has determined and does hereby reaffirm that it desires to construct, on lands owned or under the control of the CITY, as described in Exhibit A attached hereto and by this reference made a part hereof (the "Property"), and to develop, acquire, construct, furnish and equip an eighteen (18) hole municipal golf course and related site improvements thereon, including, by way of example, but not limited to, parking facilities, a clubhouse, putting greens, a driving range and a practice facility, together with appurtenant properties and facilities necessary

or convenient for the effective use thereof (the Property and the facilities and improvements thereon are described in Exhibit B attached hereto and by this reference made a part hereof, and are hereinafter sometimes referred to collectively as the "Project"), and the AUTHORITY is willing to acquire the Project and lease the same to the CITY; and

WHEREAS, It is proposed that the AUTHORITY finance the cost of the Project by the issuance of building authority bonds payable from cash rental payments to be made by the CITY to the AUTHORITY pursuant to this Contract of Lease and the Act; and

WHEREAS, An estimate of thirty (30) years and upwards as the period of usefulness of the Project and an estimate of Twelve Million Four Hundred Forty Five Thousand Five Hundred Dollars (\$12,445,500.00) as the cost of the Project, which will include the costs of acquisition of the Property, as well as related legal and financing costs and contingencies, have been prepared and filed with the City Clerk of the CITY and the Secretary of the AUTHORITY; and

WHEREAS, The CITY and the AUTHORITY have determined that the cost of the Project should be paid by the authorization and issuance of bonds by the AUTHORITY in the principal amount of not to exceed Twelve Million Dollars (\$12,000,000.00) in anticipation of the limited tax full faith and credit general obligation contractual commitments of the CITY under this Contract of Lease, pursuant to the provisions of the Act; and

WHEREAS, As a prerequisite to the authorization and issuance of the building authority bonds, it is necessary for the parties hereto to enter into this Contract of Lease whereby the AUTHORITY will lease the Project to the CITY and the CITY will lease the same from the AUTHORITY for a period extending beyond the last maturity date of said bonds, but not to exceed a period of fifty (50) years; and

WHEREAS, This Contract of Lease has been authorized by the CITY pursuant to a resolution of the City Council of the CITY adopted on \_\_\_\_\_, and notice thereof has been published in a newspaper of general circulation in the CITY, and this Contract of Lease shall become effective after sixty (60) days have elapsed following such publication if no valid petition for referendum on the effectiveness of this Contract of Lease has been filed with the City Clerk of the CITY within forty five (45) days of publication of the notice, or, if such petition is filed, this Contract of Lease shall become effective after it has been approved by the electors of the CITY voting thereon;

THEREFORE, IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS AND AGREEMENTS SET FORTH BELOW, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

The AUTHORITY shall, as soon as practicable after the effective date of this Contract of Lease, proceed to authorize and issue its building authority bonds in the aggregate principal amount of not to exceed Twelve Million Dollars (\$12,000,000.00) (the "Bonds") pursuant to and in accordance with the provisions of the Act and a resolution to be adopted by the AUTHORITY authorizing the issuance of the Bonds, together with any resolution authorizing the sale, execution and delivery of the Bonds (together, the "Bond Resolution"), the terms of which Bond Resolution are incorporated herein by this reference and will, to the extent in conflict with the provisions of this Contract of Lease so amend this Contract of Lease, for the purpose of defraying

the cost of acquiring the Project. The AUTHORITY shall pledge for the payment of the principal of and interest on the Bonds the receipts from the Cash Rentals (as hereinafter defined) hereinafter agreed to be paid by the CITY. The Bonds shall be serial bonds dated as of such date as shall be determined by the AUTHORITY, shall bear interest at a rate or rates not to exceed eight (8%) per annum and shall mature, (subject to such prior redemption, if any, as may be provided in the Bond Resolution), on such dates and in such years as shall be determined in the Bond Resolution. Upon receipt of the proceeds of the sale of the Bonds, the AUTHORITY shall immediately deposit such proceeds (other than premium and accrued interest received from the purchaser of the Bonds, which shall be transferred to the bond and interest redemption fund) into a Project Fund which shall be established and maintained as a separate depository account and from which shall be paid the cost of the Project, including the costs of issuing the Bonds.

2. After the Bonds have been sold, the AUTHORITY shall enter into a final contract or contracts calling for the acquisition of the Project and shall proceed to cause the Project to be acquired, in accordance with agreements and/or plans submitted by the AUTHORITY to the CITY and approved by the CITY; provided, however that, in order to expedite the acquisition of the Project, the CITY and/or the AUTHORITY may have commenced such acquisition prior to sale of the Bonds and the CITY may have advanced funds to the AUTHORITY for the Project in anticipation of the financing of the Project through the Bonds. The AUTHORITY may, with the approval of the CITY, commence the acquisition of or otherwise further the Project prior to such sale, funding such commencement or furtherance with sums advanced to the AUTHORITY by the CITY also in anticipation of such financing, and all sums so advanced by the CITY shall promptly be reimbursed from the proceeds of the Bonds, when said proceeds are obtained. The cost estimate and estimate of period of usefulness of the Project, both of which have been filed with the City Clerk of the CITY and the Secretary of the AUTHORITY are hereby approved and adopted. The cost of the Project shall include not only direct costs of acquiring the Project but all other costs including without limitation, all architectural, engineering, environmental, inspection, surveying, financial, capitalized interest, legal, printing and publishing costs and expenses incidental to the Project and to the issuance of the Bonds. The Project shall be acquired in substantial accordance with the agreements and plans approved by the City Council and the AUTHORITY prior to issuance of the Bonds. No major changes in the scope of the Project shall be made by the AUTHORITY without the approval of the City Council and the Commission of the AUTHORITY.
3. In consideration of the rentals and other terms and conditions herein specified, the AUTHORITY does hereby let and lease the Project to the CITY and the CITY does hereby let and lease the Project from the AUTHORITY, TO HAVE AND TO HOLD for a term commencing on the effective date hereof and ending on a day fifty (50) years from the date thereof, or such lesser period as may be authorized by the provisions of this Contract of Lease. Possession of the Project shall vest in the CITY upon completion of the acquisition of the Property by the AUTHORITY. When all of the Bonds issued by the AUTHORITY to finance the Project have been retired, the AUTHORITY shall convey to the CITY all if its right, title and interest in the Project and any lands, air space, easements of right-of-way appertaining thereto. Upon such conveyance by the AUTHORITY to the CITY this Contract of Lease and the leasehold term as provided herein shall terminate, and the AUTHORITY shall have no further interest in, or obligations with respect to, the Project.

4. The CITY hereby covenants and agrees to pay to the AUTHORITY cash rentals for the use of the Project (hereinafter referred to as "Cash Rental" or "Cash Rentals") in amounts as shall be sufficient to enable the Authority to pay the principal of, premium, if any, and interest (including principal of, premium, if any, and interest on any additional bonds, as described in Section 12 hereof) on the Bonds as such principal, premium, if any, and interest shall become due (including principal of, premium, if any, and interest on any additional bonds) whether at maturity or by redemption. Payment of Cash Rentals shall be made by the CITY to the paying agent for the Bonds directly, it being understood that such transfer by the CITY shall be done for and on behalf of the AUTHORITY.

It is understood and agreed by the parties hereto that the CITY's minimum Cash Rental obligation hereunder shall be the payment of such amounts as shall equal debt service requirements on the Bonds falling due prior to the next Cash Rental payment date. However, the CITY shall retain the unrestricted right and privilege to prepay at any time whatever amounts of Cash Rentals it may choose in order to retire fully or partially the Bonds and any interest then due thereon or in order to provide for such retirement at a specified future date. The total aggregate obligation of the CITY hereunder for Cash Rentals shall at any given point in time be equal to the sum of the Cash Rentals yet to be paid to retire principal of the Bonds, plus interest accrued thereon since the last Cash Rental payment at the rate borne by the Bonds. The CITY warrants and represents that the amount of its obligation under this Contract of Lease, when taken together with other indebtedness of the CITY, will not cause its obligations under this Contract of Lease to exceed any constitutional, statutory or charter debt limitation applicable to the CITY.

The AUTHORITY shall, within thirty (30) days after the delivery of the Bonds, furnish the CITY with a complete schedule of maturities of principal and interest thereon, and the AUTHORITY shall also, at least thirty (30) days prior to each Cash Rental due date, advise the CITY, in writing, of the exact amount of Cash Rental due on the next said date, and the CITY shall pay such amount on the due date.

5. The CITY, at its own expense during the term of this Contract of Lease, shall operate, maintain and keep in repair the Project, and the total expense in connection therewith shall be borne and paid by the CITY in addition to all other rentals herein required. Operation and maintenance shall include any and all costs and expenses of operation and maintenance and such costs and expenses of repairs and maintenance as are necessary to keep the Project in good repair and working order, and shall include, but not to the exclusion of any other items not herein specified, heating, lighting, water, sewerage, drainage and other utilities, snow and debris removal, painting and such other repair and maintenance items as are necessary to provide for efficient operation and maintenance of the Project, and to keep the same in good repair and working order, as well as proper insurance coverages. Further the CITY shall pay, as part of the operation and maintenance expense, upon written notification by the AUTHORITY, and within thirty (30) days after receipt thereof, such amounts as shall be required to meet all reasonable administrative costs and operating expenses of the AUTHORITY, including transfer agent fees, bond registration fees and any other costs or expenses attributable to the Property or the Project or the financing thereof.

6. It is understood and agreed by and between the parties hereto that the Bonds will be issued by the AUTHORITY in anticipation of the CITY's contractual Cash Rental obligation, as stated in Section 4 hereof. The CITY, pursuant to authorization of Section 8a of the Act, hereby recognizes and affirms that its contractual obligations expressed in Sections 4 and 5 hereof are full faith and credit general obligations of the CITY.

The CITY hereby expressly and irrevocably pledges its limited tax full faith and credit for the prompt and timely payment of the Cash Rentals pledged for payments of the Bonds as expressed in Section 4 of this Contract of Lease, and shall each year, commencing with the fiscal year beginning July 1, 2002, appropriate from its general funds as a first budget obligation sufficient moneys to pay such Cash Rentals. Such pledge shall include, if necessary, the obligation to levy annually, except as provided below, such ad valorem taxes on all the taxable property in the CITY which, taking into consideration estimated delinquencies in tax collections, shall be fully sufficient to pay such Cash Rentals under and pursuant to this Contract of Lease. Such levy, however, shall be subject to applicable constitutional, statutory and charter tax rate limitations and shall not be in an amount or at a rate exceeding that necessary to pay such Cash Rentals, such levy being for the purpose of providing funds to meet the contractual obligations of the CITY in anticipation of which the Bonds are issued. Nothing herein contained shall be construed to prevent the CITY from using any, or any combination, of the means and methods provided in Section 8a of the Act for the purpose of providing funds to meet its obligations under this Contract of Lease, and if at the time of making any annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligations due prior to the next tax collection period, then such tax levy may be reduced by such amount.

7. The CITY will include in its budget for the fiscal year commencing July 1, 2002 and shall include in its budget for each fiscal year thereafter, an amount sufficient to pay the total obligations under this Contract of Lease coming due in each such fiscal year. Annually, before finalization of its budget for the next ensuing fiscal year, the CITY shall prepare and transmit to the AUTHORITY a statement of the moneys to be included in said budget for payment of all costs of the Project. The AUTHORITY shall have the right to communicate directly with the City Council of the CITY regarding any items in said budget relative to the Project which might be disputed, and, in any event, the budget shall be reasonably adequate to cover all obligations of the CITY herein contained in this Contract of Lease.
8. The CITY may at any time pay in advance any of the obligations required to be paid by this Contract of Lease, in which event the AUTHORITY shall credit the CITY with advance payment on future-due payments to the extent of such advance payment. The CITY may also specify by written request that any Cash Rentals paid in advance of the requirements set out in Section 4 hereof be used to purchase Bonds for redemption prior to maturity, either currently or at some future date, to the extent the provision for prior redemption is made in the Bonds, in which event the AUTHORITY shall be obligated to apply and use said advance payments for such purpose to the fullest extent possible.
9. The CITY may install or construct in or upon the Property or the Project or may remove from the Property or the Project any equipment, fixtures or structures and may make any alterations to or structural changes to the Property or the Project as the CITY may desire.

10. The CITY covenants and agrees that it will not permit the use of the Project or the Property in any manner that will result in a violation of local, state or federal laws, rules or regulations now or hereafter in force and applicable thereto and shall keep the AUTHORITY and the members of its Commission harmless and indemnified at all times against any loss, damage or expenses by any accident, loss, casualty or damage resulting to any person or property through any use, misuse, or nonuse of the Project and/or the Property, or by reason of an act or thing done or not done on, in or about the Project and/or the Property or in relation thereto. The CITY further covenants and agrees that it will promptly, and at its own expense, make and pay for any and all changes and alterations in or about the Project and/or the Property which during the term of this Contract of Lease may be required to be made at any time by reason of local, state or federal laws and to save the AUTHORITY harmless and free from all costs or damage in respect thereto.
  
11. To carry out the acquisition and construction of the Project and the financing thereof in accordance with the provisions of said Act, the following actions shall be taken by the AUTHORITY:
  - (a) The AUTHORITY will enact the necessary Bond Resolution to authorize the issuance of the Bonds in anticipation of the Cash Rentals to be paid by the CITY hereunder. The AUTHORITY will offer for sale and take such other necessary legal procedures as may be necessary to issue and sell the Bonds as soon as (i) this Contract of Lease becomes effective and (ii) all other steps required to be taken prior to sale of the Bonds have been accomplished.
  
  - (b) The AUTHORITY will promptly enter into and execute contracts for the acquisition of the Property and/or the Project in accordance with the agreements and plans therefore approved by the CITY. No material changes in said agreements and plans shall be made by the AUTHORITY without the consent of the CITY. The AUTHORITY shall not execute any contract in connection with the acquisition or disposition of all or any part of the Property and/or the Project until same has been approved by the City Council of the CITY.
  
  - (c) The AUTHORITY will require and secure from any contractor undertaking any work to be performed on the said Project necessary and proper bonds to guarantee the performance of said contract and labor and material bonds in such amounts and in such forms as may be approved by the City Attorney of the CITY.
  
  - (d) The AUTHORITY will immediately upon receipt of the proceeds of sale of the Bonds comply with all requirements provided for in the Bond Resolution, relative to the disposition and use of such proceeds.

- (e) The AUTHORITY may invest any bond proceeds or other funds held by it as permitted by law and investment income shall accrue to and follow the fund producing such income. However, the AUTHORITY shall not invest, reinvest, or accumulate any moneys deemed to be proceeds of the Bonds pursuant to Federal Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations there under, in such a manner as to cause the Bonds to be "arbitrage bonds" within the meaning of the Code and applicable regulations there under. The AUTHORITY and the CITY will take or abstain from taking all actions required by the Code and regulations there under as may be necessary to retain for the interest on the Bonds the exemption from direct federal income taxation.
12. In the event that it should be determined that for any reason there are not sufficient funds to complete the acquisition of the Property and/or the Project, or if repair, replacement or alteration of the Project should be required to make the Project useable for the public purposes and additional funds become necessary therefore, it is agreed by the parties hereto that this Contract of Lease may be supplemented or amended to provide for the issuance of additional bonds by the AUTHORITY to provide sufficient funds to complete, repair, replace or alter the Project and also to increase the Cash Rental by an amount fully sufficient to pay all principal of and interest on the Bonds herein referred to and such additional bonds when due.

In the event such determination of insufficient funds should be made after the letting of contracts for acquisition of the Project, but before completion thereof, the AUTHORITY shall be authorized, on its own motion, to issue such additional bonds as may be necessary to provide sufficient funds to complete the acquisition of the Project or to make necessary repairs, replacements or alterations therein, and the Cash Rental to be paid by the CITY shall automatically be increased by an amount fully sufficient to pay all principal of and interest on the Bonds herein referred to and such additional bonds when due. In the event any additional bonds are issued, the duties and obligations of the AUTHORITY and the CITY as expressed and set forth in this Contract of Lease shall be applicable to such additional bonds as well as the Bonds herein referred to, it being at all times fully recognized and agreed that the Cash Rentals to be paid by the CITY, as specified in Section 4 of this Contract of Lease, shall be based upon the total amount of bonds issued to pay the costs of the Project. Any such additional Bonds shall mature serially or be payable by mandatory sinking fund redemption on the dates as provided in the Bond Resolution for the Bonds and the Cash Rentals coming due on the dates as provided in Section 4 of this Contract of Lease for the Cash Rentals shall be increased by the Principal amount of such additional bonds maturing on the dates as provided in Section 4 of this Contract of Lease. All of the provisions of this Contract of Lease shall be applicable to said increased amounts. Immediately upon the issuance of such additional bonds, the AUTHORITY shall furnish and supply the CITY with documentation specifying the new schedule of Bond payments and Cash Rentals, increased as herein authorized, which shall be substituted and take the place of the schedules herein specified. In the event additional bonds are issued, all references herein to the Bonds shall be deemed to include such additional bonds.

In lieu of the issuance of additional bonds, the AUTHORITY and the CITY may enter into any other mutually agreeable arrangement to meet increased costs or bring such costs within the amount of funds available for acquisition of the Project.

13. In the event, by reason of favorable acquisition bids received, or for any other reason, it is not necessary to issue the Bonds in the full amount presently anticipated, the AUTHORITY shall be authorized, after consultation with the CITY, to reduce the amount of Bonds to such lesser principal amount as may be necessary to pay the cost of acquisition of the Project and also to reduce the Cash Rental of the CITY so that the payments shall be sufficient to pay all principal of and interest on the Bonds. All the provisions of this Contract of Lease shall be applicable to said reduced amounts and/or said amended due dates the same as though such Bonds and Cash Rentals were originally in said reduced amounts and/or with said amended due dates. In such event, the AUTHORITY shall furnish and supply to the CITY documentation specifying the new schedule of Bond Payments and Cash Rentals, reduced and/or rescheduled as herein authorized, including copies of the Bond Resolution and any amendments thereto, which shall be substituted and take the place of the schedules herein specified.
14. After completion of acquisition of the Project and payment of all costs thereof, any unexpended balance remaining from the proceeds of sale of Bonds and the amount to be paid by the CITY to the AUTHORITY pursuant to Section 4 of this Contract of Lease, shall be used by the AUTHORITY, upon request made by resolution of the City Council of the CITY and with the approval of the Michigan Department of Treasury (or any successor agency thereto, if any), to the extent required by law, for improvements or enlargement of the Project or for any other projects of the AUTHORITY leased to the CITY. Any balance remaining after such use shall be applied to debt service requirements and shall reduce the next due Cash Rentals to the extent of such application.
15. The AUTHORITY shall deliver possession of the Property and the Project to the CITY simultaneously with conveyance thereof to the AUTHORITY, as provided in Section 2 hereof. The Project shall be acquired as promptly as possible but in the event that for any reason whatsoever the Project is not acquired in a timely fashion, the obligation of the CITY for the payment of the Cash Rentals and other costs of the Project and the performance of its other commitments under this Contract of Lease shall in any event remain in full force and effect in order to provide for the payment of principal of and interest on the Bonds and other costs in connection therewith.
16. The CITY shall provide:
  - (a) liability insurance to the extent necessary to protect the AUTHORITY and the CITY against loss on account of damage or injury to persons or property imposed by reason of the ownership of the Property and the Project or resulting from any act of omission or commission on the part of the AUTHORITY or the CITY, their agents, officers and employees, in connection with the operation, maintenance or repair of the Property and the Project or the furnishing of any service to the CITY;
  - (b) casualty insurance against such risks and in such amounts as are usually carried on projects of similar size and nature; and
  - (c) funds to pay the premium on a sufficient fidelity bond from any person handling the funds of the AUTHORITY.

17. Any funds received by the AUTHORITY or the CITY from any insurance policies, or otherwise, because of casualty or damage to the Property or the Project shall be used promptly to restore the Property and the Project to a condition satisfactory to the CITY. If such funds are not sufficient to so restore the Property and/or the Project, the CITY and the AUTHORITY may agree upon, or the CITY and the AUTHORITY may agree to issue additional bonds for such restoration, in which event the provisions of Section 12 hereof with respect to additional bonds and increased Cash Rentals shall apply. If in the judgment of the AUTHORITY, concurred in by the CITY, the funds received from any insurance policies, or otherwise, by the AUTHORITY or the CITY shall be insufficient to restore the Project to a condition satisfactory to the CITY and if additional CITY funds are not made available or additional bonds are not authorized to make property restoration, then, in that case, the AUTHORITY shall hold and/or invest the funds paid to it by reason of such loss for the benefit of the holders of the Bonds, and when upon receipt of sufficient Cash Rentals from the CITY which, together with the proceeds of the insurance and other available funds, will be sufficient to pay the principal of and interest on the Bonds, said moneys shall be deposited by the AUTHORITY, in trust, for the benefit of the bondholders and used to pay the principal of and interest on said Bonds as they mature.
18. The leasehold rights, duties and obligations of the CITY as specified in this Contract of Lease shall not be assigned or sublet, in whole or in part, during the term of this Contract of Lease or while any of the Bonds are outstanding and unpaid, except to the extent that such assignment or sublease benefits and serves as a legitimate public purpose of the CITY, in which event the CITY shall be authorized to assign this Contract of Lease or sublet the Property or the Project, or any part thereof, but only to the extent and in the manner that the CITY could assign or sublet if it were the owner of the Property or the Project. In no event shall any assignment or subletting relieve the CITY of its primary obligations to pay the Cash Rentals and operation and maintenance costs of the Property and the Project hereunder or perform any of its other obligations hereunder.
19. The CITY shall have, and is hereby granted, the right to require the AUTHORITY to release from the terms and restrictions hereof any part of the Property, or any interest therein, at any time and from time to time while the CITY is not in default hereunder, without cost to the CITY, provided that the CITY furnishes the AUTHORITY with:
  - (a) A notice, in writing, containing an adequate legal description of that portion of the Property with respect to which such right is to be exercised, together with a survey thereof; and
  - (b) A certificate signed by an engineer or architect stating (i) that no part of the improvements constituting the Project (other than sewer, water, gas, electric and communication lines and other utilities, and the like, which shall be specified in such certificate) is located on the portion of the Site with respect to which such right is exercised, and (ii) that the severance of such portion of the Property will not impair the operating utility or materially alter the character of the Project or the balance of the Property.

From and after the consummation of any release effected by the CITY pursuant to the provisions of this Section, any reference herein to the Property shall be deemed to refer to the real property described herein, and the buildings and improvements thereon, less and except any portion or interest therein released to the CITY under this Section and any part

theretofore released to the CITY under this Section. No release effected by the CITY under the provisions of this Section shall entitle the CITY to any abatement or diminution of the Cash Rentals or other obligations payable hereunder.

20. The AUTHORITY, its agents, servants or employees shall have the right at all times of entering upon the Property and the Project for the purpose of acquiring, constructing and inspecting the same pursuant to its commitments hereunder and determine whether all of the terms, agreements, covenants and conditions herein contained are being complied with.
21. The CITY covenants and agrees that it will continue to pay to the AUTHORITY, in accordance with the terms of this Contract of Lease, the Cash Rentals and the operation and maintenance costs of the Property and the Project at the times and in the manner herein established without reduction or abatement for any cause or reason whatsoever, including, but not limited to, casualty which results in the Property or the Project being untenable or the failure to have the Project restored under Section 17 hereof, and without right of set off or recoupment, until the principal of and interest on all Bonds are paid in full or adequate funds are available and held in trust for the benefit of the holders of the Bonds for that purpose.
22. The CITY covenants and agrees that if, before the Bonds have been retired, default shall at any time be made by the CITY in payments of Cash Rentals or operation and maintenance costs as herein required or in the performance of any of its obligations hereunder, the AUTHORITY shall have the right to use all the remedies provided by law to correct said default, including those specifically set forth in the Act and the resolution to be enacted by the AUTHORITY providing for the issuance of the Bonds. In the event of any such default, the holder or holders of the Bonds may, to the extent permitted by law, exercise and enforce the rights of the AUTHORITY hereunder.
23. The AUTHORITY and the CITY each recognize that the Bonds are to be issued in anticipation of the Cash Rentals to be paid by the CITY hereunder and that the holders from time to time of the Bonds will have contractual rights in this Contract of Lease, and it is, therefore, covenanted and agreed by each of them that so long as any of the Bonds shall remain outstanding and unpaid the provisions of this Contract of Lease shall not be subject to any alteration or revision which would in any manner unfavorably affect either the security of the bonds or the prompt payment of principal or interest thereon. The AUTHORITY and the CITY further covenant and agree that they will each comply with their respective duties and obligations under the terms of this Contract of Lease promptly at the times and in the manner herein set forth and will not suffer to be done any act which would in any way impair the Bonds, the security therefore, or the prompt payment of principal and interest thereon. The CITY may, in writing, waive strict compliance by the AUTHORITY with the dates set out herein for the entering into a final contract for acquisition of the Property and/or completion of the Project, and such dates may be altered upon mutual agreement by the parties hereto.

- 24. Any notice necessary or proper to be given to any of the parties hereto may be served in the following manner:
  - (a) If to the AUTHORITY, by delivering the same to any member of the Commission thereof,
  - (b) If to the CITY, by delivering the same to the City Manager or the Assistant City Manager/Finance.
  
- 25. This Contract of Lease shall terminate on the payment in full of all principal and interest on all the Bonds. When the Bonds have been retired and the Contract of Lease terminated, the AUTHORITY shall convey the Property and the Project to the CITY, without consideration, by quit claim deed and appropriate bills of sale in such form and manner as may be approved by the Attorney of the CITY. Upon termination of this Contract of Lease in the manner set forth above, the AUTHORITY shall promptly pay over to the CITY any and all funds held by it pertaining to the aforesaid Bonds or in any other manner relating to the Property and the Project.
  
- 26. The AUTHORITY covenants that the CITY, upon compliance with the terms of this Contract of Lease, shall and may peacefully and quietly have and hold and enjoy the Property and the Project for the term herein provided.
  
- 27. Nothing herein contained shall in any way be construed to prevent additional financing under the provisions of the Act, or any other law, for any of the purposes set out in the Articles of the Incorporation of the AUTHORITY.
  
- 28. This Contract of Lease shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

IN WITNESS WHEREOF, The MUNICIPAL BUILDING AUTHORITY OF TROY, by its Commission, and the CITY OF TROY, by its City Council, have each caused its name to be signed to this instrument by its duly authorized officers as of the day and year first above written.

MUNICIPAL BUILDING AUTHORITY OF TROY

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

-and-

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

CITY OF TROY

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

-and-

By: \_\_\_\_\_  
Its: City Clerk

STATE OF MICHIGAN    )  
                                  )SS  
COUNTY OF OAKLAND    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who being by me duly sworn, did, each for himself or herself, say that they are respectively, the Chairperson and Secretary of the Commission of the MUNICIPAL BUILDING AUTHORITY OF TROY, a public corporation of the State of Michigan, and that said instrument was signed behalf of said AUTHORITY by authority of its commission, and the said persons acknowledged said instrument to be the free act and deed of said AUTHORITY.

\_\_\_\_\_  
Notary Public

STATE OF MICHIGAN    )  
                                  )SS  
COUNTY OF OAKLAND    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, did, each for himself or herself, say that they are, respectively, the Mayor and the City Clerk of the CITY OF TROY, a Michigan municipal corporation, and that said instrument was signed and sealed on behalf of said CITY by authority of its City Council, and the said persons acknowledged said instrument to be the free act and deed of said CITY.

\_\_\_\_\_  
Notary Public

[SEAL]

Yes:  
No:

(b) **Notice of Intention of Entering into Limited Tax Supported Contract of Lease and of Right to Petition for Referendum Thereon**

Suggested Resolution

Resolution #2001-08-

Moved by

Seconded by

TO THE TAXPAYERS AND ELECTORS OF THE CITY OF TROY, MICHIGAN:

PLEASE TAKE NOTICE that the City of Troy (the "City") intends to approve and execute a Contract of Lease (the "Contract") with the Municipal Building Authority of Troy (the "Building Authority") pursuant to Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended (the "Act"). Such Contract will provide, among other things, that said Building Authority will acquire certain real property in the City and develop, construct, furnish and equip an eighteen (18) hole municipal golf course and related site improvements thereon together with appurtenant properties and facilities necessary or convenient for the effective use thereof (together, the "Project"), and WILL ISSUE ITS BONDS TO FINANCE THE ESTIMATED COST OF ACQUIRING, CONSTRUCTING, FURNISHING AND EQUIPPING THE SAME FOR SAID CITY IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$12,000,000.00. Said bonds will be issued in one or more series, will mature serially in not to exceed 30 annual installments, and will bear interest not exceeding 8% per annum on the outstanding principal balance or such higher rate as may be authorized by law.

The Contract will further provide that the City will lease the Project from the Building Authority and WILL PAY AS RENTAL TO THE BUILDING AUTHORITY ALL SUMS NECESSARY TO RETIRE THE PRINCIPAL OF AND INTEREST ON SAID BONDS, TOGETHER WITH ALL COSTS OF OPERATING AND MAINTAINING THE PROJECT AND ALL COSTS of the Building Authority in connection therewith, regardless of whether the Project is tenantable. The principal amount to be borrowed by the Building Authority will be indebtedness of the City for purposes of statutory, charter and constitutional debt limitations, and said principal amount, together with the City's rental obligation for payment thereof, may be increased to cover increased costs of the Project.

**CITY  
CONTRACT OBLIGATION**

BY VIRTUE OF SAID PROPOSED CONTRACT AND THE ACT, THE CITY'S REQUIRED PAYMENTS TO THE BUILDING AUTHORITY UNDER THE CONTRACT WILL BE LIMITED TAX FULL FAITH AND CREDIT GENERAL OBLIGATIONS OF THE CITY PAYABLE FROM ANY AVAILABLE FUNDS OF THE CITY, AND THE CITY WILL BE REQUIRED TO LEVY AD VALOREM TAXES ON ALL TAXABLE PROPERTY WITHIN ITS BOUNDARIES TO THE EXTENT NECESSARY TO MAKE THE PAYMENTS REQUIRED TO RETIRE THE BONDS AND INTEREST THEREON IF OTHER FUNDS FOR THAT PURPOSE ARE NOT AVAILABLE, EXCEPT AS LIMITED BY LAW. THE OBLIGATION TO LEVY TAXES IS LIMITED BY APPLICABLE CONSTITUTIONAL, CHARTER AND STATUTORY TAX RATE LIMITATIONS.

SAID PROPOSED CONTRACT SHALL BECOME EFFECTIVE WITHOUT VOTE OF THE ELECTORS OF THE CITY, AS PERMITTED BY LAW, UPON THE EXPIRATION OF 60 DAYS

FOLLOWING THE DATE OF PUBLICATION OF THIS NOTICE, UNLESS A PETITION REQUESTING AN ELECTION ON THE QUESTION OF WHETHER SUCH CONTRACT SHOULD BE EFFECTIVE, SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS OF THE CITY, IS FILED WITH THE CITY CLERK WITHIN 45 DAYS FROM THE DATE OF THIS PUBLICATION. If such petition is so filed, the Contract shall not be effective without an approving vote by a majority of electors of the City voting on the question.

This Notice is given pursuant to the requirements of Section 8(b) of the aforesaid Act 31, as amended. Further information concerning the details of said Contract, the Project being financed and the matters set out in this Notice may be secured from the City Clerk's office. A copy of the Contract will be on file in the office of the City Clerk for public inspection within 30 days from the date hereof.

---

City Clerk

Yes:

No:

**(c) Resolution Authorizing Publication of Notice of Intent to Enter into Building Authority Contract of Lease, Authorizing Certain Filings with the Michigan Department of Treasury and Authorizing Reimbursement From Bond Proceeds**

Suggested Resolution

Resolution #2001-08-

Moved by

Seconded by

WHEREAS, This City Council of the City of Troy (the "City") has determined that it is advisable for the City to acquire, develop, construct, furnish and equip an eighteen (18) hole municipal golf course and related site improvements, together with appurtenant properties and facilities necessary or convenient for the effective use thereof (the "Project"), as more fully described in the contract of lease (the "Contract of Lease") attached hereto as Exhibit A and by this reference made a part hereof; and

WHEREAS, Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, ("Act 31") provides through the procedures of building authority financing a means for the acquisition, construction and financing of the Project; and

WHEREAS, The City, in accordance with the provisions of said Act 31, has previously adopted Articles of Incorporation and has established the Municipal Building Authority of Troy (the "Authority"), with full powers to acquire and construct the Project; and

WHEREAS, This City Council has determined it to be in the best interest of the City to acquire and construct the Project through the Authority, and to finance the Project by means of the issuance of bonds by the Authority, in one or more series, in accordance with the provisions of said Act 31; and

WHEREAS, A Contract of Lease between the City and the Authority providing for the acquisition, construction and financing of the Project and such matters as are deemed necessary thereto has been prepared for approval by the Authority and the City; and

WHEREAS, This City Council is desirous of publishing a Notice of Intention of Entering into a Limited Tax-Supported Contract of Lease and a Right to Petition for Referendum, Thereon between the City and the Authority so as to begin the statutory referendum period with respect thereto; and

WHEREAS, Prior to issuance of the bonds by the Authority, the Authority and the City must either receive prior approval of such obligation from the Michigan Department of Treasury ("Treasury") or receive an order of exception from prior approval; and

WHEREAS, In order to be exempt from prior approval, or to receive prior approval of such obligation, the Authority and the City must notify Treasury of the Authority's intent to issue the bonds; and

WHEREAS, The City intends, at this time to state its intention to be reimbursed from proceeds of the bonds for any expenditures undertaken by the City for the afore described Project prior to issuance of the bonds; and

WHEREAS, The City Council desires to make certain declarations for the purpose of complying with the reimbursement rules of Treas. Reg. §1.150 pursuant to the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, BE IT RESOLVED THAT:

The City Council hereby determines it to be advisable for the City to acquire and construct the Project.

This City Council deems it to be in the best interest of the City to finance the cost of acquiring and constructing the Project through the Authority in accordance with the provisions of the aforesaid Act 31, including issuance by the Authority of bonds, in one or more series, in the aggregate principal amount of not to exceed Twelve Million Dollars (\$12,000,000.00), to mature in annual installments not to exceed thirty (30) in number.

The City Clerk is hereby authorized and directed to publish a Notice of Intention of Entering into Limited Tax-Supported Contract of Lease and of Right to Petition for Referendum Thereon (the "Notice of Intent") in the *Troy-Somerset Gazette*, a newspaper of general circulation in the City, promptly upon adoption of this resolution, said Notice of Intent to appear as a display advertisement at least one-quarter (1/4) page in size.

The Notice of Intent shall be in substantially the form attached hereto as Exhibit "B".

The City Council does hereby determine that the designated newspaper is the newspaper circulating in the City which reaches the largest number of persons to whom the aforesaid Notice of Intent is directed and that publication of the aforesaid Notice of Intent in the designated newspaper represents the most practical and feasible means of informing the taxpayers and electors of the City of the Project and the financing thereof.

A copy of the Contract of Lease presented on this date and herein approved and authorized to be executed and delivered shall be attached to the minutes of this meeting and made a part hereof and shall be placed on file with the City Clerk and made available for public examination by any interested person during normal business hours.

The City Council hereby approves the Contract of Lease and the Mayor and the City Clerk are hereby authorized to execute and deliver the Contract of Lease for and on behalf of the City (in such number of counterparts as may be desirable) PROVIDED; however, that the Contract of Lease shall not become effective until the expiration of 60 days after publication of the Notice of Intent or, if within 45 days from the date of publication of the Notice of Intent a petition requesting a referendum upon the Contract of Lease, signed by at least 10% of the registered electors of the City is filed with the City Clerk, then the Contract of Lease shall not become effective until approved by a majority vote of the qualified electors of the City voting thereon at a general or special election.

The Assistant City Manager/Finance or the City Clerk and City Treasurer are each authorized to notify Treasury of the City's intent to pledge its limited tax full faith and credit to the bonds described in the preamble to this resolution, to pay the required filing fee and to request an order providing an exception from prior approval for the bonds by Treasury and to apply for any related waivers, or to request prior approval of the bonds if the exception from prior approval is not available.

The Assistant City Manager/Finance or the City Manager, and the City Clerk are each hereby authorized and directed to approve the circulation of a preliminary and final official statement for the bonds, to cause the preparation of those portions of the preliminary and final official statement that pertain to the City, and to do all things necessary for compliance with Rule 15c-2-12 issued under the Securities Exchange Act of 1934, as amended (the "Rule").

The Assistant City Manager/Finance or the City Manager, or the City Clerk and City Treasurer are each further authorized and directed to execute and deliver in the name of and on behalf of the City (i) a continuing disclosure undertaking of the City pursuant to Subsection (b)(5) of the Rule and (ii) amendments to such undertaking from time to time in accordance with the terms of such undertaking (such undertaking and any amendments thereto are collectively referred to herein as the "Continuing Disclosure Undertaking". The City hereby agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. The remedies for any failure of the City to comply with and carry out the provisions of the Continuing Disclosure Undertaking shall be as set forth therein.

The Assistant City Manager/Finance or the City Manager, and the City Clerk are each hereby further authorized and directed to execute and deliver such other certificates and documents and to do all other things necessary to effectuate the Contract of Lease and the sale and delivery of the bonds by the Authority.

The City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. §1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

- (a) As of the date hereof, the City reasonably expects to be reimbursed for the expenditures described in (b) below with proceeds of debt to be incurred by the Authority.

- (b) The expenditures described in this paragraph (b) are for costs related to the Project, which were or will be paid subsequent to the date hereof.
- (c) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is \$12,000,000.00.
- (d) A reimbursement allocation of the expenditures described in (b) above with the proceeds of the borrowing described herein will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the City's use of the proceeds of the debt to be issued for the Project to reimburse the City for a capital expenditure made pursuant to this resolution.
- (e) The expenditures described in (b) above are "capital expenditures" as defined in Treas. Reg. §1.150-1(b), which are any costs of a type which are properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Treas. Reg. §1.150-2(c)) under general Federal income tax principles (as determined at the time the expenditure is paid).
- (f) No proceeds of the borrowing paid to the City as reimbursement pursuant to this resolution will be used in a manner described in Treas. Reg. §1.150-2(h) with respect to abusive uses of such proceeds, including, but not limited to, using funds corresponding to the proceeds of the borrowing in a manner that results in the creation of replacement proceeds (within Treas. Reg. §1.148-1) within one-year of the reimbursement allocation described in (d) above.
- (g) Expenditures for the Project to be reimbursed from the proceeds of the borrowing for purposes of this resolution do not include costs for the issuance of the debt or an amount not in excess of the lesser of \$100,000.00 or five (5%) percent of the proceeds of the borrowing, or preliminary expenditures not exceeding twenty (20%) percent of the issue price of the borrowing, within the meaning of Treas. Reg. §1.150-2(f) (such preliminary expenditures include architectural, engineering, surveying, soil testing and similar costs incurred prior to construction of the Project, but do not include land acquisition, site preparation, and similar costs incident to commencement of construction).

All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

Yes:

No:

**F-12 Cross Access Easement Agreements – Private Streets**Suggested Resolution

Resolution #2001-08-

Moved by

Seconded by

WHEREAS, The City Management will prepare draft amendments to the City's Development Standards to address cross access easements when two adjacent developments utilizing private streets are proposed, and therefore;

RESOLVED, That based upon City Management's recommendation, the Cross Access Agreement for the private road within the Charleston Club Condominium be referred to the Planning Commission for reconsideration.

Yes:

No:

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**F-13 Proposed Study Session with Representatives of Conventional Wisdom, Inc. Regarding Economic Feasibility of Civic Center Site Plan Elements**Suggested Resolution

Resolution #2001-08-

Moved by

Seconded by

**(a) Proposed Resolution A**

RESOLVED, That a Study Session be scheduled for 6:00 P.M. on August 20, 2001 with representatives of Conventional Wisdom, Inc. regarding an economic analysis of various Civic Center site plan elements.

**(b) Proposed Alternate Resolution B**

RESOLVED, That a Study Session be scheduled for 6:00 P.M. on August 20, 2001 for a discussion on proposed Civic Center site plan elements.

Yes:

No:

**F-14 Update of Chapter 18 – City Water Utility Ordinance**

Suggested Resolution

Resolution #2001-08-

Moved by

Seconded by

RESOLVED, That an ordinance amendment to Chapter 18, Section 12 is hereby adopted as recommended by City Management. A copy of this ordinance shall be attached to the original minutes of this meeting.

Yes:

No:

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**F-15 Proposed Topics for August 27, 2001 Study Session**

Suggested Resolution

Resolution #2001-08-

Moved by

Seconded by

RESOLVED, That the following topics will be discussed at the August 27, 2001 Study Session:

- 1) Electronic Agenda
- 2) Proposed Changes to Council Rules and Procedures
- 3) Interconnectability of Public Streets and Cross-Access Agreements
- 4) Update on Ballot Language Regarding Proposed Millage for Purpose of Purchasing Wetlands/Natural Features Property

Yes:

No:

**COUNCIL COMMENTS/REFERRALS**

Council Member Howrylak requests to make a brief presentation Re: *An Alternative Layout of the Parking Lot and Driveway Access to the Proposed Police/Fire Department Extension to the Troy City Hall.*

## VISITORS

*Any person not a member of the Council who have not addressed Council during the 1<sup>st</sup> Visitors Comments may address the Council with recognition of the Chair, after clearly stating the nature of his/her inquiry. Any such matter may be deferred to another time or referred for study and recommendation upon the request of any one Council Member except that by a majority vote of the Council Members, said matter may be acted upon immediately. No person not a member of the Council shall be allowed to speak more than twice or longer than five (5) minutes on any question, unless so permitted by the Chair. The Council may waive the requirements of this section by a majority of the Council Members. (Rules of Procedure for the City Council, Article 5 (16) and Article 15, as amended May 7, 2001.)*

## REPORTS AND COMMUNICATIONS

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### **G-1 Proposed City of Troy Proclamation:**

Resolution #2001-08-

Moved by

Seconded by

RESOLVED, That the following City of Troy Proclamation, be approved:

- (a) Proclamation to Extend Greetings to the Citizens of Tatarstan

Yes:

No:

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### **G-2 Minutes – Boards and Committees:**

- (a) Advisory Committee for Senior Citizens/Final – May 3, 2001
- (b) Library Advisory Board Minutes/Final – June 21, 2001
- (c) Ad Hoc Church Committee Minutes/Draft – July 5, 2001
- (d) Ad Hoc Church Committee Minutes/Draft – July 11, 2001
- (e) Building Code Board of Appeals/Draft – July 11, 2001
- (f) Library Advisory Board/Draft – July 12, 2001
- (g) Board of Zoning Appeals/Draft – July 17, 2001
- (h) Employees' Retirement System Board of Trustees/Draft – July 18, 2001

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### **G-3 Department Reports:**

- (a) 2001 Year-to-Date Crime and Calls for Service Report

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### **G-4 Announcement of Public Hearings:**

**G-5 Proposed Proclamations/Resolutions from Other Organizations:**

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**G-6 Letters of Appreciation:**

- (a) Letter from Jeanne M. Stine to Mayor and City Council Members Thanking Them for the Tribute Paid to Her at the July 23, 2001 Meeting in Recognition of Her Service to the City of Troy
  - (b) Letter from Lieutenant Timothy W. McKernan – Clawson Police Department to Chief Charles Craft Expressing his Appreciation for the City of Troy Police Assistance They Received During Their 4th of July Celebration
  - (c) Letter from Stoneridge Woods II Subdivision to Lieutenant Steve Zavislak Thanking the City of Troy Police Department for Their Participation in Their July 4th Subdivision Parade
  - (d) Letter from Richard A. Hornkohl – Superintendent of Water and Sewer for the City of Westland to Mike Karloff in Appreciation for the Assistance the City of Troy Water Department Gave Them in Obtaining the Necessary Parts to Repair Their 16” Concrete Water Main
  - (e) Thank You Note from Deane Castelloux to Mark Stimac Thanking Him for All the Effort He Personally Committed to the Project in Her Neighborhood
  - (f) Letter from Cheryl A. Whitton – Treasurer of the Troy Community Foundation to Mayor and City Council Members Expressing Their Gratitude for Recent Donation to the 2001 Veteran’s Memorial Fund
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**G-7 I-75 Corridor Implementation Meeting**

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**G-8 Don Childs v Troy Golf LLC and City of Troy et. al**

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**G-9 Letter to Randy Cleghorn from John K. Abraham Regarding “Neighborhood Traffic Harmonization Program”**

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**G-10 Letter From Stephen G. Schnell – President of Westwood Park Homeowners Association to Mayor Pryor Regarding Skateboarding Park**

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**G-11 Troy Sports Center/Housing for the Elderly – Update - North of Big Beaver Road, West of John R Road – Section 23**

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Respectfully submitted,

John Szerlag, City Manager

A Regular Meeting of the Troy City Council was held Monday, July 23, 2001, at City Hall, 500 W. Big Beaver Road. Mayor Pryor called the Meeting to order at 7:37 P.M.

**INVOCATION AND PLEDGE OF ALLEGIANCE**

The Invocation was given by Pastor Paul M. Stover – Evanswood Church of God, and the Pledge of Allegiance to the Flag was given.

**ROLL CALL**

**PRESENT:** Mayor Matt Pryor  
Robin E. Beltramini  
Martin F. Howrylak  
Thomas S. Kaszubski  
David A. Lambert  
Anthony N. Pallotta  
Louise E. Schilling

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**A-1 Minutes: Regular Meeting of July 9, 2001 and Special Meeting of July 10, 2001**

Resolution #2001-07-363  
Moved by Pallotta  
Seconded by Kaszubski

RESOLVED, That the Minutes of the 7:30 PM Regular Meeting of July 9, 2001 be approved as submitted and the Special Meeting of July 10, 2001 be approved as corrected.

Yes: All-7

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**A-2 Presentations: (a) Service Commendations Presented to Henry Allemon, John R. Stevens and Jeanne M. Stine; (b) Certificate of Recognition Presented to Sergeant Michael Kerr**

Mayor Pryor presented Sergeant Michael Kerr with a Certificate of Recognition for achieving the National Pistol Championship – Police Sharpshooter Division.

Mayor Pryor presented Service Commendations to former Council Members Henry Allemon and John R. Stevens, and former Mayor Jeanne M. Stine.

**Suspend City Council Rules**

Resolution #2001-07-364

Moved by Pallotta

Seconded by Kaszubski

RESOLVED, That City Council suspend Rules of Procedure #5 and move Visitors, Council Comments/Referrals and Items G1 through G-20 carried over from the July 9, 2001 meeting before Visitors, Council Comments/Referrals and Items G-1 through G-10 on the current agenda.

Yes: All-7

**PUBLIC HEARINGS**

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**C-1 Request for Placement of a Free Standing Communications Tower – Nextel Communications – CONTINUANCE OF PUBLIC HEARING**

Resolution #2001-07-365

Moved by Pallotta

Seconded by Howrylak

WHEREAS, The 1993 consent judgment dictates that parcel "A" is controlled by the E-P (Environmental Protection) Zoning District requirements, Section 8.00.00 of Chapter 39, the Zoning Ordinance; and

WHEREAS, The E-P Zoning District requirements do not permit the location of cellular towers; and

WHEREAS, The site plan submitted for the cellular tower does not meet the minimum standards of the applicable sections of Chapter 39, the Zoning Ordinance, which regulate the location of cellular towers; and

WHEREAS, The proposed location of the cellular tower would negatively impact the Environmental Protection District and would change the character of the surrounding area;

NOW, THEREFORE, BE IT RESOLVED, That after holding a public hearing on the matter, the Troy City Council has determined that the proposed amendments to the consent judgment in the McDonald-Halliday Enterprises #2 v City of Troy matter (Case Number 1990-389364NZ), which would allow for the placement of a cellular tower on the Northfield Commons Shopping Center, are not in the best interest of the City of Troy, and therefore, **REJECTS** the proposal submitted by Nextel Communications.

Yes: All-7

**RECESSED: 9:30 P.M. – 9:47 P.M.**

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**C-2 Rezoning – North Side of Long Lake, West of Livernois – Section 9 – R-1B (One Family Residential) to R-1T (One Family Attached Residential)**

Resolution #2001-07-366

Moved by Pallotta

Seconded by Beltramini

RESOLVED, That the request for the rezoning of 0.029 acres (1,250 sq. ft.) portion of property north of Long Lake Road, west of Livernois Road, from R-1B (One Family Residential) to R-1T (One Family Attached Residential) is hereby approved as recommended by City Management and by the Planning Commission.

Yes: All-7

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**C-3 Rezoning – North Side of Big Beaver, West of John R – Section 23 – R-1E (One Family Residential) and P-1 (Vehicular Parking) to O-1 (Low-Rise Office) and E-P (Environmental Protection District)**

Resolution #2001-07-367

Moved by Pallotta

Seconded by Kaszubski

RESOLVED, That the request for the rezoning of 3.473 acres of property north of Big Beaver Road, west of John R Road, from R-1E (One-Family Residential) and P-1 (Vehicular Parking) to O-1 (Low-Rise Office) and E-P (Environmental Protection) zoning districts, is hereby approved, as recommended by City Management and by the Planning Commission.

Yes: All-7

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**C-4 Fisher v City of Troy – Consent Judgment**

Resolution #2001-07-368

Moved by Pallotta

Seconded by Lambert

NOW, THEREFORE, BE IT RESOLVED, That the Troy City Council authorizes the City Attorney and City Management to negotiate a consent judgment in Case Number 1999-018761CZ, Thomas P. Fisher and Cynthia L. Fisher v City of Troy concerning property located at the southeast corner of Orpington and John R Roads.

IT IS FURTHER RESOLVED, That the Troy City Council will consider the site plan and the proposed consent judgment at a Regular City Council meeting scheduled within the next 90-days.

IT IS FINALLY RESOLVED, That the following restrictions shall be required in the consent judgment and the site plan for the property:

1. The Plaintiffs shall be permitted to develop an office building on the site, which shall not exceed one-story in height, and shall not exceed 8,500 square feet.
2. The north 50-feet of the entire subject parcel of property shall be governed by zoning provisions that are consistent with E-P (Environmental Protection) zoning. In addition, a 5-foot sloping berm with screening shall be provided within this subject area.
3. The proposed office building shall be oriented on John R Road and the only driveway to the property shall be located on the south end of the property.

Yes: All-7

## POSTPONED ITEMS

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### D-1 Resolution for the Appointment of SEMCOG Representative

Resolution #2001-07-369

Moved by Pallotta

Seconded Lambert

RESOLVED, That Council Member Beltramini be appointed as the SEMCOG representative for the City of Troy.

Yes: All-7

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### D-2 Design Services – CMAQ Projects – Insurance

A review by staff has indicated the City would realize a savings if Mr. Van Hoelst were to be hired as a part time employee. Mr. Van Hoelst has agreed to be hired on a part time basis and work out of City Hall. Therefore, no further action is required on this item.

Resolution #2001-07-WITHDRAWN

Moved by Pallotta

Seconded by Beltramini

WHEREAS, Ken Van Hoelst, P.E. is providing design services for the following CMAQ projects:

Project No. 99.205.5 – Square Lake – John R Intersection

Project No. 99.206.5 – Square Lake – Dequindre Intersection

Project No. 00.106.5 – Coolidge Left Turn Storage Under I-75

Project No. 00.108.5 – Wattles Right Turn Lane at Forsyth

Project No. 00.109.5 – Wattles EB & WB Right Turn Lane at Coolidge

NOW BE IT RESOLVED, That insurance costs for Ken Van Hoelst, P.E., in the amount of \$7,113.00 for the period beginning July 1, 2001 through June 30, 2002 in connection with CMAQ Design Services being provided by Ken Van Hoelst under his contract with the City of

Troy, Resolution #2000-305, is hereby authorized. Funds are available in the 2001-02 Major Roads Capital budget.

---

**Resolution to Withdraw**

Resolution #2001-07-370  
Moved by Pallotta  
Seconded by Kaszubski

RESOLVED, That the Resolution Moved by Pallotta and Seconded by Beltramini regarding Design Services – CMAQ Projects – Insurance be **WITHDRAWN**.

Yes: All-7

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**Suspend City Council Rules and Continue with Agenda**

Resolution #2001-07-371  
Moved by Pallotta  
Seconded by Kaszubski

RESOLVED, That City Council suspend Rules of Procedure #21 and continue discussion on Agenda items to 12:00 A.M.

Yes: All-7

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**D-3 Preliminary Plat-Tentative Approval – Oak Forest Subdivision (Revised) West Side of John R Road, South of Square Lake Road – Section 11**

Resolution #2001-07-372  
Moved by Kaszubski  
Seconded by Pallotta

RESOLVED, That the Tentative Approval be granted to the Preliminary Plat of Oak Forest Subdivision, on the west side of John R Road, south of Square Lake Road in Section 11, subject to the City requesting a MDEQ Wetlands Permit public hearing before continuation of the final plat approval process.

Yes: Kaszubski, Lambert, Pallotta, Pryor  
No: Beltramini, Howrylak, Schilling

**MOTION CARRIED**

**VISITOR COMMENTS**

**Mayor Pryor temporarily relinquished the Chair to Mayor Pro Tem Kaszubski at 11:35 P.M. – 11:40 P.M.**

**CONSENT AGENDA**

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**E-1 Approval of Consent Agenda**

Resolution #2001-07-373  
Moved by Schilling  
Seconded by Pallotta

RESOLVED, That all items as presented on the Consent Agenda are hereby approved as presented with the exception of Item E-6 which shall be considered after Consent Agenda E items, as printed.

Yes: All-7

---

**E-2 Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Troy Youth Assistance**

Resolution #2001-07-373-E-2

RESOLVED, That approval to expend funds budgeted in the 2001-2002 fiscal year to the Troy Youth Assistance to provide family and youth assistance to the residents of Troy at a cost of \$35,000.00, paid in quarterly installments, is hereby approved.

---

**E-3 Don Childs Associates v Troy Golf & City of Troy et. al**

Resolution #2001-07-373-E-3

RESOLVED, That the City Attorney is hereby authorized and directed to represent the City of Troy in any and all claims and damages in the matter of Don Childs Associates v Troy Golf and City of Troy, et al, and to retain any necessary expert witnesses and outside legal counsel to adequately represent the City.

---

**E-4 Special Assessment Paving Projects – Change in Due Date: Project No. 93.932.3 – Daley, Big Beaver to the North, Project No. 99.117.1 – Forthton, Livernois to the West, Project No. 00.102.1 – Finch, Wattles to the South, and Project No. 00.110.1 – Harris, Rochester to the West**

Resolution #2001-07-373-E-4

RESOLVED, That the current due dates for the first payment for the following Special Assessment paving projects be changed to January 1, 2002 to allow for physical construction of the projects to take place prior to any payments being made:

Project No. 93.932.3 – Daley, Big Beaver to the North  
Project No. 99.117.1 – Forthton, Livernois to the West  
Project No. 00.102.1 – Finch, Wattles to the South  
Project No. 00.110.1 – Harris, Rochester to the West

---

**E-5 Temporary Trailer – Suburban Volkswagen – 1804 Maplelawn**

Resolution #2001-07-373-E-5

RESOLVED, That the request from Richard Clift, General Manager for the Suburban Collection to place an office trailer on the site of the existing building at 1804 Maplelawn to be used for temporary office space is hereby approved for a period not to exceed 5-months, in accordance with Chapter 47, House Trailers and Trailer Courts, Section 6.41(2), of the Code of the City of Troy.

---

**E-7 Lawrence M. Clarke Inc. v City of Troy**

Resolution #2001-07-373-E-7

RESOLVED, That the City Attorney is hereby authorized and directed to represent the City of Troy in any and all claims and damages in the matter of Lawrence M. Clarke, Inc. v City of Troy, and to retain any necessary expert witnesses and outside legal counsel to adequately represent the City.

---

**E-8 Change Council Meeting Date**

Resolution #2001-07-373-E-8

RESOLVED, That the City Council shall change their September 24, 2001 Regular City Council Meeting to Monday, September 17, 2001 at 7:30 PM; and direct the City Clerk to notice the change of the meeting date.

**E-9 Right-of-Way License Agreement with Honeywell International (“Honeywell”)**

Resolution #2001-07-373-E-9

RESOLVED, That the Right-of-Way License Agreement with Honeywell International outlined in a memorandum from the Acting City Attorney dated July 16, 2001 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.

---

**E-10 Maya’s Meadows – Amendment to Agreement**

Resolution #2001-07-373-E-10

RESOLVED, That the amendment to the contract for Installation of Municipal Improvements for Maya’s Meadows between the City of Troy and E&F Investment Company, L.L.C., is hereby approved, and the Mayor and City Clerk are authorized to execute the document, and a copy is to be attached to the original Minutes of this meeting.

---

**E-11 Standard Purchasing Resolution 3: Exercise Renewal Option – Sidewalk Replacement Program**

Resolution #2001-07-373-E-11

WHEREAS, On July 10, 2000, a one-year contract with an option to renew for two additional one-year periods to provide labor, materials, and traffic control to perform sidewalk replacement was awarded to Major Cement Company (Resolution #2000-320-E-5); and

WHEREAS, Major Cement Company has agreed to exercise the one-year option to renew under the same prices, terms, and conditions; and

NOW, THEREFORE, BE IT RESOLVED, That the option to renew the contract is hereby exercised with Major Cement Company to provide sidewalk replacement within the City of Troy, under the same contract prices, terms, and conditions for one-year expiring July 10, 2002, at an estimated cost of \$400,000.00.

BE IT FURTHER RESOLVED, That the Department of Public Works may change the quantity of work by (+ or -) 25% during the construction season as needed.

ITEM TAKEN OUT OF ORDER

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**E-6 John R & 14 Mile Enhancement Project – Cost Participation Agreement with Madison Heights – Contract No. 01-1**

Resolution #2001-07-374  
Moved by Pallotta  
Seconded by Beltramini

RESOLVED, That the Cost Participation Agreement (Contract No. 01-1) between the City of Troy and the City of Madison Heights for the John R and 14 Mile Roads Street Lighting and Landscaping project, Project No. 92.102.5, is hereby approved and the Mayor and City Clerk are authorized to execute the Agreement, a copy of which shall be attached to the original Minutes of this meeting.

Yes: All-7

---

**Suspend City Council Rules and Continue with Agenda**

Resolution #2001-07-375  
Moved by Beltramini  
Seconded by Kaszubski

RESOLVED, That City Council suspend Rules of Procedure #21 and continue discussion on Agenda items to 12:30 A.M.

Yes: All-7

**REGULAR BUSINESS**

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**F-1 Appointments to Boards and Committees: (a) Advisory Committee for Persons with Disabilities; (b) CATV Committee; (c) Civil Service Commission (Act 78); (d) Economic Development Corporation; (e) Historical Commission; (f) Liquor Committee; (g) Parks and Recreation Board; (h) Planning Commission; (i) Traffic Committee; and (j) Troy Daze Committee**

Resolution #2001-07-376  
Moved by Pallotta  
Seconded by Schilling

RESOLVED, That the following persons are hereby appointed by the City Council to serve on the Boards and Committees as indicated:

(d) Economic Development Corporation Mayor, Council Approval

James A. Rocchio Vacant Term Expires 04-30-2003

(e) Historical Commission Council Appointment

Brian Wattles Vacant Term Expires 07-31-2004

(h) Planning Commission Council Appointment

Jordan C. Keoleian Student Rep Term Expires 07-01-2002

Yes: All-7

**Appointments Carried-Over as Item F-1 on the Next Regular City Council Meeting  
Agenda Scheduled for August 6, 2001:**

(a) Advisory Committee for Persons With Disabilities Council Appointment

\_\_\_\_\_ Student Rep Term Expires 07-01-2002

(b) CATV Committee Council Appointment

\_\_\_\_\_ Student Rep Term Expires 07-01-2002

(c) Civil Service Commission (Act 78) Council Appointment

\_\_\_\_\_ Vacant Term Expires 04-30-2002

(d) Economic Development Corporation Mayor, Council Approval

\_\_\_\_\_ Vacant Term Expires 04-30-2005

(e) Historical Commission Council Appointment

\_\_\_\_\_ Student Rep Term Expires 07-01-2002

\_\_\_\_\_ Vacant Term Expires 07-31-2004

(f) Liquor Committee Council Appointment  
\_\_\_\_\_ Student Rep Term Expires 07-01-2002

(g) Parks and Recreation Board Council Appointment  
\_\_\_\_\_ Student Rep Term Expires 07-01-2002

(i) Traffic Committee Council Appointment  
\_\_\_\_\_ Student Rep Term Expires 07-01-2002

(j) Troy Daze Committee Council Appointment  
\_\_\_\_\_ Student Rep Term Expires 07-01-2002

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**F-2 Closed Session**

Resolution #2001-07-377  
Moved by Pallotta  
Seconded by Kaszubski

RESOLVED, That the City Council of the City of Troy shall meet in Closed Session as permitted by State Statute MCLA 15.268, Section (e) (Don Childs Associates v Troy Golf & City of Troy et. al) after adjournment of this meeting.

Yes: Schilling, Pryor, Beltramini, Kaszubski, Lambert, Pallotta  
No: Howrylak

---

**F-3 Award of Contract for Structural Assessment, Relocation Analysis, Exterior and Interior Restoration of Historic Church and Parsonage**

Resolution #2001-07-378  
Moved by Pallotta  
Seconded by Schilling

WHEREAS, Gerald J. Yurk Associates, Inc. is listed on the State of Michigan's History Division's List of Qualified Historic Preservation Architects; and

WHEREAS, The ad hoc Church Committee, comprised of two members each from the Historical Commission, Historic District Commission, Historical Society, and the Museum Guild, unanimously recommends Gerald J. Yurk Associates, Inc.; and

NOW THEREFORE BE IT RESOLVED, That the contract for Architectural Services to provide a structural assessment, relocation analysis, and exterior and interior restoration plan for the

historic church and parsonage located at 90 and 110 East Square Lake Road is awarded to Gerald J. Yurk Associates, Inc., for an amount not to exceed \$56,400.00; and

BE IT FURTHER RESOLVED, That an amount of \$5,640.00 be approved to cover reimbursable expenses and additional unforeseen work.

Yes: All-7

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#### **F-4 Bid Waiver – Contract Extension – TPOA Physical Examinations**

Resolution #2001-07-379

Moved by Pallotta

Seconded by Kaszubski

WHEREAS, As a result of a 1988 Troy Police Officers Association/City of Troy arbitration ruling, physical fitness tests and pre-test physicals for the City of Troy Police Officers are required every two years, with all costs being absorbed by the City; and

WHEREAS, A City/Union Joint Committee selected William Beaumont Executive Health Service to conduct the pre-test physicals; and

WHEREAS, A waiver of bids was approved by the Troy City Council for 1997-98 testing (Resolution #97-736-C-7) and again for 1999-00 (Resolutions #2000-19 and #2000-118-E-5); and

WHEREAS, The 2001-02 testing will commence in accordance with the arbitration ruling which requires a two year testing frequency;

NOW, THEREFORE, BE IT RESOLVED, That formal bidding procedures are hereby waived and a contract to conduct pre-test physicals is hereby awarded to William Beaumont Executive Health Service at unit prices provided in the Pricing Schedule dated July 1, 2001 (Attachment A), a copy of which shall be attached to the original Minutes of this meeting at an estimated total cost of \$69,000.00.

Yes: All-7

**F-5 Storm Drainage Study – Shady Creek North Site Condominiums – Project No. 01.922.3**

Resolution #2001-07-380

Moved by Pallotta

Seconded by Lambert

RESOLVED, That Hubbell, Roth & Clark, Inc., in accordance with the General Engineering Services agreement and the memorandum dated July 12, 2001, for a storm drainage study relative to the proposed Shady Creek North site condominiums, Project No. 01.922.3, is hereby approved and Hubbell, Roth & Clark is hereby authorized to begin with the study at a not-to-exceed fee of \$20,200.00. The funds to complete this study are available in the 2001/02 Engineering Services budget, account numbers 443.7816.020 and 444.7816.020.

Yes: All-7

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**F-6 Proposed Amendment to Council Rules of Procedure**

Resolution #2001-07-

Moved by Schilling

Seconded by Kaszubski

RESOLVED, That the Troy City Council Rules of Procedure, dated May 7, 2001, are hereby amended as proposed; with the insertion of a new Item Number 24, Agenda Items Submitted by Council Members, and Item Number 24, Violations, renumbered as Item Number 25.

Yes:

No:

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**Resolution to Postpone**

Resolution #2001-07-381

Moved by Kaszubski

Seconded by Beltramini

RESOLVED, That Item F-6 Proposed Amendment to Council Rules of Procedure, be **POSTPONED** until the Regular City Council Meeting scheduled for September 10, 2001.

Yes: All-7

**Suspend City Council Rules and Continue with Agenda**

Resolution #2001-07-382

Moved by Howrylak

Seconded by Pryor

RESOLVED, That City Council suspend Rules of Procedure #21 and continue discussion on Agenda items to 1:00 A.M.

Yes: Lambert, Pallotta, Pryor, Beltramini, Howrylak, Kaszubski

No: Schilling

---

**F-7 Site Plan Review – Proposed Troy Pines II Site Condominiums – East Side of John R Road, South of Long Lake Road – Section 13**

Resolution #2001-07-383

Moved by Kaszubski

Seconded by Pallotta

RESOLVED, That the **ALTERNATE** Preliminary Plan for the development of a One-Family Residential Site Condominium known as Troy Pines Number II, on the east side of John R Road, south of Long Lake Road, be approved, subject to staff's review of compliance under Section 34.30.00 of the Zoning Ordinance (Chapter 39 - Unplatted One-Family Residential Development).

Yes: Pallotta, Pryor, Beltramini, Howrylak, Kaszubski, Lambert

No: Schilling

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**F-8 Change to Chapter 79 of the City Code Relating to Adoption of the State Building Code****Resolution to Revise Chapter 79**

Resolution #2001-07-384

Moved by Pallotta

Seconded by Kaszubski

RESOLVED, That an ordinance amendment to Chapter 79 is hereby adopted as recommended by the City Administration, and a copy of this ordinance shall be attached to the original Minutes of this meeting.

Yes: All-7

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**Resolution to Adopt the Building Permit Fee Schedule**

Resolution #2001-07-385  
Moved by Pallotta  
Seconded by Kaszubski

RESOLVED, That the fees associated with the issuance of building permits in the City of Troy be in accordance with the attached fee schedule.

Yes: All-7

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**F-9 Application for Additional Bar Permit and New Outdoor Service Permit by Carroll Investments, Inc. (Mario's)****License Transfer**

Resolution #2001-07-386  
Moved by Howrylak  
Seconded by Kaszubski

RESOLVED, That the request from Carroll Investments, Inc., to add a new additional Bar Permit and new Outdoor Service Permit to be held in conjunction with 2000 Class C licensed business with Dance Permit, located at 1477 John R, Troy, MI 48083, Oakland County, be considered for approval. It is the consensus of this legislative body that the application be recommended for issuance.

Yes: All-7

**Agreement**

Resolution #2001-07-387  
Moved by Howrylak  
Seconded by Kaszubski

WHEREAS, The City Council of the City of Troy deems it necessary to enter agreements with applicants for liquor licenses for the purpose of providing civil remedies to the City of Troy in the event licensees fail to adhere to Troy Codes and Ordinances;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Troy hereby approves an agreement with Carroll Investments, Inc., which shall become effective upon approval of a new additional Bar Permit and new Outdoor Service Permit to be held in conjunction with 2000 Class C licensed business with Dance Permit, located at 1477 John R, Troy, MI 48083, Oakland County; and the Mayor and City Clerk are authorized to execute the document, a copy of which shall be attached to the original Minutes of this meeting.

Yes: All-7

**Suspend City Council Rules and Continue with Agenda**

Resolution #2001-07-388

Moved by Howrylak

Seconded by Lambert

RESOLVED, That City Council suspend Rules of Procedure #21 and continue discussion on Agenda items to 1:15 A.M.

Yes: Beltramini, Howrylak, Kaszubski, Lambert, Pryor

No: Pallotta, Schilling

**COUNCIL COMMENTS/REFERRALS**

There was a consensus of City Council to schedule a Study Session for August 27, 2001 in the Lower Level Conference Room at 7:00 P.M.

**VISITORS**

**CARRYOVER ITEMS – From Regular City Council Meeting of July 9, 2001**

**COUNCIL COMMENTS**

**VISITORS** – Limited to Visitors present at the Regular City Council Meeting of July 9, 2001 that did not have an opportunity to speak during the Visitors Section

**REPORTS AND COMMUNICATIONS – From July 23, 2001 Agenda**

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**G-1 City of Troy Proclamations:**

Resolution #2001-07-389

Moved by Beltramini

Seconded by Howrylak

RESOLVED, That the following City of Troy Proclamations, be approved:

- (b) Parks and Recreation Month – Month of July
- (b) Service Commendation – Larry Keisling

Yes: All-7

**G-2 Minutes – Boards and Committees:**

- (b) Advisory Committee for Senior Citizens/Final – May 3, 2001
- (b) Employees' Retirement System Board of Trustees/Final – May 9, 2001
- (b) Library Advisory Board/Final – May 10, 2001
- (b) Board of Zoning Appeals/Final – May 15, 2001
- (b) Planning Commission Special Study Meeting/Final – May 22, 2001
- (b) Troy Daze/Final – May 22, 2001
- (b) Advisory Committee for Person with Disabilities/Draft – June 6, 2001
- (b) Planning Commission/Final – June 12, 2001
- (b) Employees' Retirement System Board of Trustees /Draft – June 13, 2001
- (b) Board of Zoning Appeals/Draft – June 19, 2001
- (b) Library Advisory Board/Draft – June 21, 2001
- (b) Historical Commission/Draft – June 26, 2001

Carried Over to Regular City Council Meeting of August 6, 2001

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**G-3 Department Reports:**

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**G-4 Announcement of Public Hearings:**

- (b) Proposed Rezoning – North Side of Long Lake, West of Livernois – Section 9 – R-1B (One Family Residential) to R-1T (One Family Attached Residential – Scheduled for Regular City Council Meeting on July 23, 2001
- (b) Proposed Rezoning – North Side of Big Beaver, West of John R – Section 23 – R-1E (One Family Residential) and P-1 (Vehicular Parking) to O-1 (Low-Rise Office) and E-P (Environmental Protection District) – Scheduled for Regular City Council Meeting on July 23, 2001

Carried Over to Regular City Council Meeting of August 6, 2001

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**G-5 Proposed Proclamations/Resolutions from Other Organizations:**

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**G-6 Letters of Appreciation:**

- (a) Memorandum from Police Chief Craft to City Manager Szerlag, Re: Certificate of Appreciation from Oakland County Probation
- (b) Letter from Gary Peer, Ph.D., Central Michigan University, Re: Robert Wolfe's Master of Science Degree
- (c) Letter from Renee Gucciardo to Captain Slater, Re: Officer Joseph Mairorano's Outstanding Service
- (d) Letter from Tom Sawyer, Jr., to Mr. Need, Re: Thank You
- (e) Certificate of Accomplishment from the Institute of Transportation Engineers Awarded to John K. Abraham
- (f) Letter from Dorothy Meerschaert to Department of Public Works, Re: The Efficient Manner in Which DPW Staff has Maintained Their Street While it Has Been Under Construction

Carried Over to Regular City Council Meeting of August 6, 2001

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**G-7 Letters of Resignation from Boards and Committees:**

- (a) Gary A. Sirotti – Act 78 Commission
- (b) Nelson Ritner – Economic Development Corporation

Carried Over to Regular City Council Meeting of August 6, 2001

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**G-8 Agenda Visitor Information System**

Carried Over to Regular City Council Meeting of August 6, 2001

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**G-9 Resolution of Drainage Problem South of Peacock Farm on Rochester Road, Section 10**

Carried Over to Regular City Council Meeting of August 6, 2001

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**G-10 Citizen Comments on Red Light Enforcement Cameras**

Carried Over to Regular City Council Meeting of August 6, 2001

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**G-11 Recommendation of Civic Center Site**

Carried Over to Regular City Council Meeting of August 6, 2001

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**G-12 Troy Executive Aviation**

Carried Over to Regular City Council Meeting of August 6, 2001

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**G-13 Resolution of Drainage Ditch Problem on Harris Street, West of Rochester Road, in Connection with Section 22 & 23 Water Main Project**

Carried Over to Regular City Council Meeting of August 6, 2001

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**G-14 Federal Storm Water Regulations**

Carried Over to Regular City Council Meeting of August 6, 2001

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**G-15 Project Status Report**

Carried Over to Regular City Council Meeting of August 6, 2001

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**G-16 Troy Fire Department – 1999 Annual Report and 2000 Annual Report**

Carried Over to Regular City Council Meeting of August 6, 2001

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**G-17 Levels of Approval for Platted and Unplatted Residential Developments**

Carried Over to Regular City Council Meeting of August 6, 2001

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**G-18 Update of Chapter 16 Solid Municipal Waste and Recycling Ordinance**

Carried Over to Regular City Council Meeting of August 6, 2001

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**G-19 Update on Dangerous Building – 612 Trombley, Parcel #88-20-22-401-006**

Carried Over to Regular City Council Meeting of August 6, 2001

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**G-20 Darrah v Oak Park, City of Troy, Officer Russ Bragg**

Carried Over to Regular City Council Meeting of August 6, 2001

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**REPORTS AND COMMUNICATIONS**

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**G-1 City of Troy Proclamations:**

Resolution #2001-07-390  
Moved by Beltrami  
Seconded by Howrylak

RESOLVED, That the following City of Troy Proclamations, be approved:

- (a) Service Commendation: Henry Allemon
- (b) Service Commendation: John R. Stevens
- (c) Service Commendation: Jeanne M. Stine

Yes: All-7

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**G-2 Minutes – Boards and Committees:**

- (a) Building Code Board of Appeals/Final – June 6, 2001
- (b) Advisory Committee for Senior Citizens/Draft – June 7, 2001
- (c) Employees' Retirement System Board of Trustees/Final – June 13, 2001
- (d) Parks and Recreation Advisory Board/Draft – June 14, 2001
- (e) Troy Daze/Draft – June 26, 2001
- (f) Downtown Development Authority/Draft – June 28, 2001
- (g) Employees' Retirement System Board of Trustees/Draft – July 11, 2001

Carried Over to Regular City Council Meeting of August 6, 2001

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**G-3 Department Reports:**

- (a) Permits Issued July 2000 Through June 2001
- (b) Permits Issued January Through June 2001
- (c) Permits Issued During the Month of June

Carried Over to Regular City Council Meeting of August 6, 2001

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**G-4 Announcement of Public Hearings:**

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**G-5 Proposed Proclamations/Resolutions from Other Organizations:**

- (a) City of Clawson; Re: Consideration of the Resolution in Opposition to the Legalization of Marijuana and Other Class One Drugs

Carried Over to Regular City Council Meeting of August 6, 2001

**G-6 Letters of Appreciation:**

- (a) E-mail From Cathleen Martin to William R. Need In Appreciation For His Response to Her Concerns
- (b) Letter From John Feikens – United States District Judge to William Need Complimenting Him on the City’s Water Quality Information Brochure
- (c) Letter from Margaret Gaffney to William Need Thanking Him For Assisting Her in the Removal of Concrete Debris From Her Home and Complimenting the City and Ron Hynd For the Good Planting Job in the Peace Garden
- (d) Letter from Gabriela Ban-Director/American-Romanian Cultural Center to Troy City Council Thanking Them for Inviting Them to Participate in “Ion Pandeale Exhibit” and the “Romanians in Troy” event

Carried Over to Regular City Council Meeting of August 6, 2001

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**G-7 Proposed Modifications to Troy City Code Chapter 93, Fire Prevention**

Carried Over to Regular City Council Meeting of August 6, 2001

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**G-8 The Disposition of City Property at 101 E. Square Lake Road/Krell Property**

Carried Over to Regular City Council Meeting of August 6, 2001

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**G-9 \$24,000,000.00 Downtown Development Authority Bond Issue**

Carried Over to Regular City Council Meeting of August 6, 2001

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**G-10 Memo from Troy Chamber of Commerce and City Management Recommending an Economic Analysis of Various Civic Center Site Plan Elements**

Carried Over to Regular City Council Meeting of August 6, 2001

The meeting adjourned at 1:15 A.M.

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Matt Pryor, Mayor

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Tonni L. Bartholomew, City Clerk

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# Certificate of Recognition

This certificate is awarded to

**Chuck Barnes**

In recognition of being selected for the Conservation Educator of the Year Award by the Michigan United Conservation Clubs (MUCC). During your 28 years of service in the nature center business you have been a popular instructor for the MUCC's weekend courses and served on many educational committees. As director of the Stage Nature Center in Troy, you administer quality environmental educational programs to more than 22,000 visitors each year. A hunter and angler who believes environmental education programs that do not address the importance of getting youngsters involved in these activities have no true place in education. This recognition is a credit to yourself, your family, the Troy Parks & Recreation Department, and the City of Troy.

**CITY OF TROY**

**500 W. BIG BEAVER**

**TROY, MI 48084**



\_\_\_\_\_  
Matt Pryor, Mayor

\_\_\_\_\_  
August 6, 2001

Date

**Refer to  
Carried Over G Item  
Documentation  
in E-Packets dated:**

**July 9, 2001  
July 23, 2001**



August 2, 2001

TO: MAYOR AND MEMBERS OF CITY COUNCIL

FROM: JOHN SZERLAG, CITY MANAGER  
DOUG SMITH, REAL ESTATE & DEVELOPMENT DIRECTOR

RE: FIRST AMENDMENT TO GRAND/SAKWA BROWNFIELD PLAN

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Pursuant to City Council resolution, a public hearing concerning the proposed First Amendment to the Grand/Sakwa Properties Inc. Brownfield Plan was scheduled for the August 6, 2001 City Council meeting. Unfortunately, no other notice of this public hearing was provided. Therefore, it is our recommendation that this matter be postponed until the September 10, 2001 City Council meeting. If postponed, we will ensure that notice of the postponed hearing is provided.

If you have any questions concerning the above, please let me know.

July 30, 2001

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager  
John M. Lamerato, Assistant City Manager / Finance and Administration  
Gert Paraskevin, Information Technology Director  
Jeanette Bennett, Purchasing Director

RE: Standard Purchasing Resolution 4: Tri-County Purchasing Cooperative –  
Voice/Data Cabling Services

### **RECOMMENDATION**

On March 19, 2001, the City of Farmington Hills awarded a two-year contract for cabling services to Hi-Tech Systems Service, Inc., the lowest qualified bidder, expiring March 19, 2003 with an option to renew for an additional two years. The contract is extendable to the Tri-County Purchasing Cooperative of which Troy is a member. Since the City of Troy has multiple renovation and construction projects requiring this type of service, staff recommends awarding the contract for City of Troy voice and data cabling requirements at unit prices contained in the bid tabulation entitled 00-01-911 – Data/Phone Cabling.

The award is contingent upon the recommended bidder submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements. It should be noted that an additional feature was negotiated into the contract for old buildings requiring additional labor for unforeseen special instances encountered such as asbestos encapsulation, etc. A lump sum additional charge will be negotiated that is mutually agreeable to both parties for special circumstances.

### **BUDGET**

Depending upon the project, funds are available in Information Technology Department's operating budget or the capital accounts established for building projects such as the construction of the Outdoor Education Center.

REPORT FROM THE CITY MANAGER TO CITY COUNCIL  
March 19, 2001

**SUBJECT: AWARD OF BID FOR DATA FOR PHONE CABLING SERVICES**

**ADMINISTRATIVE SUMMARY**

- Sealed bids were advertised, posted on the City website, publicly opened and read aloud on March 14, 2001 for data and phone cabling services. Invitations to bid (ITB) were issued to twenty-five vendors with fifteen responding. A mandatory pre-bid meeting was held on March 9<sup>th</sup>, 2001 that was attended by twenty-five company representatives.
- The ITB includes work required at the Wm. Costick Activities Center to accommodate the transfer of the Special Services staff to this facility in addition to future work for the City during the next four years. The awarded vendor will provide data and phone cabling within City facilities as new services, transfers and moves are required.
- The lowest qualified bid was submitted Hi-Tech Systems Service, Inc. Although the City has not worked with HI-Tech before, their references provided glowing reports about their service.
- Specific funding is budgeted and available for this transaction in the Capital Improvement fund. Future work will be budgeted as required by the various departments requiring these services.

**BID TABULATION**

Company Name	City/State	Total Normalized Costick	Total Normalize Alt 1	Total Costick & Alt 1
Labelle Electric - <i>Incomplete/Exceptions</i>	Macomb Twp., MI	\$-	\$-	\$-
Midwest Integrated - <i>Bid Mistake/Incomplete</i>	Macomb, MI	\$11,058.15	\$ -	\$11,058.15
CTS/Unitel - <i>Incomplete</i>	Bloomfield Hills, MI	\$14,500.45	\$ -	\$14,500.45
VODA Telecom - <i>Incomplete</i>	Oak Park, MI	\$10,753.15	\$31,198.50	\$41,951.65
MBM Computer - <i>Exceptions</i>	Troy, MI	\$12,084.34	\$34,558.05	\$46,642.39
HI-Tech Systems Svc.	Casco, MI	\$13,169.00	\$40,100.00	\$53,269.00
ITI, Inc.	Southfield, MI	\$14,654.14	\$47,963.45	\$62,617.59
E-Z Electric	Taylor, MI	\$15,418.00	\$53,325.00	\$68,743.00
Ultracom, Inc.	Southfield, MI	\$16,707.20	\$53,272.10	\$69,979.30
LeCom Communications	Redford, MI	\$14,620.00	\$57,608.00	\$72,228.00
Sound Media	Whitmore Lake, MI	\$12,461.00	\$75,250.00	\$87,711.00
Clover Technologies	Wixom, MI	\$20,851.08	\$68,582.60	\$89,433.68
Allied Communications	Southfield, MI	\$24,695.60	\$74,313.00	\$99,008.60
G & S Integration	Troy, MI	\$24,458.65	\$90,880.75	\$115,339.40
Advanced Integration	Shelby Twp., MI	\$48,498.40	\$143,383.40	\$191,881.80

- As noted above, HI-Tech Systems Service, Inc submitted the lowest bid. The following bids were disqualified; LaBelle Electric-incomplete bid- did not use correct bid forms;Midwest Integrated-bid mistake, incomplete bid;CTS/Unitel – No alternate 1 pricing;VODA Telecommunications- Incorrect bid forms, incomplete bid;MBM Computer – Bid exceptions, unacceptable payment terms, prices firm for 90 days only.

**RECOMMENDATION**

In view of the above, it is recommended that CityCouncil authorize the City Manager to issue a purchase orders to HI-Tech Systems Service, Inc. as follows;

- For data/phone cabling at the Wm. Costick Activities Center in the amount of \$13,169.00
- For data/phone cabling as required for a four-year period as outlined in bid proposal #00-01-911.

Prepared by: Michael Lasley, Director of Central Services

Approved by: Steve Brock, City Manager

City Of Farmington Hills - Bid Tabulation  
 00-01-911 - Data/Phone Cabling

Normalized Totals Page

Company Name	City/State	Mandatory Pre-Bid	Total Normalize Costick	Total Normalize Alt 1	Total Costick & Alt 1
Labelle Electric - <i>Incomplete/Exceptions</i>	Macomb Twp, MI	Yes	\$ -	\$ -	\$ -
Midwest Integrated - <i>Bid Mistake/Incomplete</i>	Macomb, MI	Yes	\$ 11,058.15	\$ -	\$ 11,058.15
CTS/Unitel - <i>Incomplete</i>	Bloomfield Hills, MI	Yes	\$ 14,500.45	\$ -	\$ 14,500.45
VODA Telecomm - <i>Incomplete</i>	Oak Park, MI	Yes	\$ 10,753.15	\$ 31,198.50	\$ 41,951.65
MBM Computer - <i>Exceptions</i>	Troy, MI	Yes	\$ 12,084.34	\$ 34,558.05	\$ 46,642.39
Hi-Tech	Casco, MI	Yes	\$ 13,169.00	\$ 40,100.00	\$ 53,269.00
ITI, Inc.	Southfield, MI	Yes	\$ 14,654.14	\$ 47,963.45	\$ 62,617.59
E-Z Electric	Taylor, MI	Yes	\$ 15,418.00	\$ 53,325.00	\$ 68,743.00
Ultracom, Inc.	Southfield, MI	Yes	\$ 16,707.20	\$ 53,272.10	\$ 69,979.30
LeCom Communications	Redford, MI	Yes	\$ 14,620.00	\$ 57,608.00	\$ 72,228.00
Sound Media	Whitmore Lake, MI	Yes	\$ 12,461.00	\$ 75,250.00	\$ 87,711.00
Clover Technologies	Wixom, MI	Yes	\$ 20,851.08	\$ 68,582.60	\$ 89,433.68
Allied Communications	Southfield, MI	Yes	\$ 24,695.60	\$ 74,313.00	\$ 99,008.60
G & S Integration	Troy, MI	Yes	\$ 24,458.65	\$ 90,880.75	\$ 115,339.40
Advanced Integration	Shelby Twp., MI	Yes	\$ 48,498.40	\$ 143,383.40	\$ 191,881.80

Company Name	City/State	Bid #	10,000.00		7,500.00		53		400		400		2		Total Bid	Bidder's %
			Normal	Abnorm	Normal	Abnorm	Normal	Abnorm	Normal	Abnorm	Normal	Abnorm	Normal	Abnorm		
Sound Media	Whitmore Lake, MI	Yes	0.49	30.00	0.39	30.00	30.00	30.00	2.00	170.00	2.00	170.00	163.00	12,451.00	25%	
Alfred Communications	Southfield, MI	Yes	4,900.00	2,918.00	2,918.00	30.00	1,830.00	1,200.00	809.08	510.00	510.00	326.00	62.30	24,899.00	25%	
Hi-Tech	Cassco, MI	Yes	6,800.00	4,128.00	780.00	78.00	7,800.00	2,040.00	2,880.00	486.00	486.00	124.90	434.00	1,169.00	50%	
VODA Telecomm	Oak Park, MI	Yes	4,900.00	2,475.00	144.00	18.00	1,836.00	380.00	2,700.00	282.00	282.00	161.00	10,753.13	1.5%		
LeCom Communications	Redford, MI	Yes	3,700.00	2,775.00	117.12	14.64	746.64	1,068.00	1,828.00	281.75	281.75	322.00	14,570.00	30%		
SABM Computers	Troy, MI	Yes	3,300.00	1,725.00	314.90	39.35	2,066.85	2,740.00	2,735.00	690.00	690.00	1,058.00	12,064.34	20%		
Advanced Integration	Shelby Twp., MI	Yes	3,900.00	2,025.00	147.84	18.48	1,197.78	1,164.00	3,148.00	281.99	281.99	103.24	48,493.40	7%		
Whitcom, Inc.	Southfield, MI	Yes	22,500.00	16,875.00	898.96	112.37	5,790.87	508.00	1,320.00	225.00	225.00	480.20	16,707.20	15%		
Cleer Technologies	Warren, MI	Yes	5,500.00	3,400.00	201.60	25.20	1,713.00	2,328.00	676.00	676.00	224.08	20,851.08	41% on Sun			
CIS/Unet	Bloomfield Hills, MI	Yes	6,100.00	3,300.00	219.04	27.38	1,785.00	760.00	1,500.00	355.07	355.07	545.10	14,500.45	50%		
Advanced Integrated	Macomb, MI	Yes	0.52	0.30	24.00	16.00	2,049.00	1,200.00	2,840.00	540.00	540.00	1,340.00	15,418.00	25%		
E-Z Electric	Taylor, MI	Yes	6,200.00	2,250.00	192.00	16.00	1,794.00	2,272.00	556.00	122.37	122.37	315.55	14,658.14	37%		
ITL, Inc.	Southfield, MI	Yes	5,900.00	3,375.00	84.00	6.79	916.94	1,080.00	2,284.00	388.31	388.31	651.10	20,851.08	41% on Sun		
G & S Integration	Troy, MI	Yes	4,000.00	2,175.00	1,178.00	78.95	12,217.56	1,496.00	1,792.00	391.16	391.16	991.16	24,458.65	45%		
Labelle Electric	Macomb Twp., MI	Yes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15% shift gear		

Company Name	City/State	Bid #	30,000.00		15,000.00		75		100		100		10		Total Bid	Bidder's %
			Normal	Abnorm	Normal	Abnorm	Normal	Abnorm	Normal	Abnorm	Normal	Abnorm	Normal	Abnorm		
Sound Media	Whitmore Lake, MI	Yes	29,400.00	11,300.00	659.00	59.00	4,425.00	6,000.00	4,000.00	325.00	325.00	2,200.00	75,250.00	25%		
Alfred Communications	Southfield, MI	Yes	19,800.00	8,160.00	14,250.40	6,280.00	11,621.00	8,120.00	6,700.00	1,620.00	1,620.00	623.00	74,312.00	26%		
Hi-Tech	Cassco, MI	Yes	16,500.00	8,600.00	2,700.00	18.00	2,700.00	1,140.00	8,750.00	940.00	940.00	217.00	40,160.00	50%		
VODA Telecomm	Oak Park, MI	Yes	11,100.00	5,350.00	2,195.60	14.64	1,098.00	3,204.00	4,076.00	1,271.58	1,271.58	1,810.00	31,198.50	1.5%		
LeCom Communications	Redford, MI	Yes	12,000.00	4,200.00	7,493.00	47.22	3,541.50	9,864.00	8,210.00	2,760.00	2,760.00	6,968.00	57,609.00	26%		
MIDA Computer	Troy, MI	Yes	11,700.00	4,080.00	2,772.00	112.37	916.50	3,482.00	7,870.00	971.30	971.30	1,097.50	34,358.05	20%		
Advanced Integration	Shelby Twp., MI	Yes	67,900.00	33,750.00	18,855.50	8,427.76	8,427.76	1,824.00	3,300.00	1,632.40	1,632.40	2,285.00	143,363.40	7%		
Ultrason, Inc.	Southfield, MI	Yes	18,000.00	6,600.00	4,154.00	18.48	2,772.00	7,680.00	7,780.00	2,475.00	2,475.00	2,421.10	53,272.10	15%		
Cleer Technologies	Warren, MI	Yes	3,000.00	3,450.00	17,625.00	7,282.50	15,825.00	3,564.00	6,700.00	1,170.50	1,170.50	2,246.50	68,592.50	41% on Sun		
CIS/Unet	Bloomfield Hills, MI	Yes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	No-Bid		
Advanced Integrated	Macomb, MI	Yes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Subcontractor		
E-Z Electric	Taylor, MI	Yes	19,000.00	6,000.00	5,250.00	30.00	45.00	3,600.00	7,250.00	1,900.00	1,900.00	570.00	53,128.00	25%		
ITL, Inc.	Southfield, MI	Yes	19,500.00	7,500.00	3,552.50	1,122.75	2,565.00	3,490.00	5,750.00	1,227.70	1,227.70	325.55	47,983.45	37%		
G & S Integration	Troy, MI	Yes	13,800.00	4,350.00	23,140.00	6,521.25	20,302.50	5,076.00	5,076.00	1,277.00	1,277.00	5,544.00	90,840.75	45%		
Labelle Electric	Macomb Twp., MI	Yes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	No-Bid		

## INVITATION TO BID

**BID:** #00-01-911  
**ITEM:** Data/Phone Cabling Service  
**DEADLINE:** Friday, March 9, 2001, 10:00 a.m. local time  
**PREBID MEETING:** Friday, March 2, 2001, 9:30 a.m. local time

### 1. SUBMISSION AND RECEIPT OF BIDS

Bids to receive consideration shall be received prior to the specified time of opening as designated on the bid form. **NO LATE BIDS WILL BE ACCEPTED.** The City reserves the right to postpone the bid opening for its own convenience. Bidders shall use the bid documents furnished as none other may be accepted. Bids are considered received when in the possession of the City Clerk. All Bids shall be labeled with the Bid # and Name as well as the aforementioned bid opening date/time. Bids shall be sealed when submitted. Separate bids shall be submitted on each bid number and bids shall be typewritten or written in ink and legibly prepared. Bids having any erasures or corrections thereon may be rejected unless explained or initialed by the bidder. **If you are submitting a "No bid", do not follow the above directions but send a letter to the Purchasing Division indicating your desire to be kept on the bid list.** Bids shall be mailed or delivered to City of Farmington Hills, City Clerk's Office, 31555 Eleven Mile Road, Farmington Hills, MI 48336-1165 before the stated deadline.

### 2. RESPONSIVE BIDS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Unless otherwise specified, the City reserves the right to accept any item in the bids. Bidders may submit bids on any item or group of items, provided however, that the unit prices are shown as required. Accordingly, the City reserves the right to declare as non-responsive, and reject any incomplete bid if material information requested is not furnished, or where indirect or incomplete answers or information is provided.

### 3. INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS

Any interpretation to a bidder regarding the Bid and/or Contract Documents or any part thereof, is valid only if given by the City's Purchasing Division staff. Any information given by departmental contacts is unofficial. Interpretations may or may not be given orally (may be written) dependent upon the nature of the inquiry. Interpretations that could affect other bidders will be in writing and issued by the Purchasing Division. All inquiries shall be made within reasonable time prior to the stated deadline in order that a written response in the form of an addendum, if required, can be processed before bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

### 4. CHANGES AND ADDENDA TO BID DOCUMENTS

Each change or addendum issued in relation to this bid will be on file in the Purchasing Division. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of bid documents. It shall be the bidder's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda.

## 5. SPECIFICATIONS

Unless otherwise stated by bidder, the bids will be considered as being in strict accordance with the City's applicable standard specifications, and any special specifications outlined in the bid document. Reference to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City, and should not be construed as excluding bids on other types or materials, equipment and supplies unless otherwise stated. However, the bidder, if awarded the contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. The City reserves the right to determine if equipment/product or service being bid is equal to the specified equipment/product or service requested.

## 6. ALTERNATE BIDS

Bidders are cautioned that any alternate bid, unless requested by Purchasing, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements or this bid, may be considered non-responsive, and at the opinion of the City, may result in rejection of the bid.

## 7. PRICING

Prices shall be stated in units of quantity specified in the Bid Document. In case of a discrepancy in computing the amount of the bid, the unit price bid will govern.

## 8. QUANTITIES

All quantities stated, unless indicated otherwise are estimates and the City reserves the right to increase or decrease the quantity at the unit price bid as best fits its needs.

## 9. DELIVERY

Bids shall include all charges for delivery, packing, crating, etc., unless otherwise stated in the bid document. All deliveries will be FOB: Delivered. General delivery hours are 8:30 a.m. to 3 p.m. Monday-Friday.

## 10. TAXES, TERMS AND CONDITIONS

The City of Farmington Hills is exempt from Federal Excise and State Sales Tax. Please review The State of Michigan's REVENUE ADMINISTRATIVE BULLETIN 1999 - 2 for clarification <http://www.treas.state.mi.us/lawrules/rabs/1999/rab9902.htm> The City's tax number is 6006902. Payment terms are Net 30 days upon receipt and acceptance. Cooperative members will provide their tax exempt status if required by the awarded vendor.

## 11. AWARD

The bid will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. The City reserves the right to accept or reject any or all bids, in part or whole and to waive informalities and minor irregularities in bids received. Unless otherwise specified in the bid document, the City reserves the right to accept any item in the bid on an individual basis. Bidders may submit bids on any item or groups of items provided unit prices are clearly shown and a notation is made on the bid document clearly indicating Bidder's intent.

## 12. WITHDRAWAL OF BIDS

Bids may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the stated bid deadline. No bid may be withdrawn for at least 90 days after bid opening except the successful company whose prices shall remain firm for the

entire contract period. In case of error by the bidder in making up a bid, the Purchasing Division staff may, by discretion, reject such a bid upon presentation of a letter by the Bidder which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

### 13. DEFAULT CONDITIONS

In case of default by the contractor, the City of Farmington Hills may procure the articles or services from other sources and hold the bidder responsible for any excess cost occasioned thereby. In case of error by the bidder relating to a Contract, the Purchasing Division may, by discretion, upon presentation of a written explanation by the bidder substantiating the error, reject the Contract and award to the next qualified bidder, such error may subject to default conditions.

### 14. INFRINGEMENTS AND INDEMNIFICATIONS

The bidder, if awarded a contract, agrees to protect, defend, and save the City and the cooperative members listed herein, its officials, employees, departments and agents harmless against; any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract; and from suits or a charge of every nature and description brought against if for, or on account of, any injuries or damages received or sustained by the parties by or from any of the facts of the contractor, the contractor's employees, or agents; from all liability claims, demands, judgements and expenses to persons or property occasioned, wholly, or in part, by the acts or omissions of the bidder, contractor, agents or employee.

### 15. YEAR 2000 COMPLIANCE

The bidder warrants that all software and hardware for which the vendor sells or licenses to the City of Farmington Hills prior to, during or after the year 2000, includes or shall include, at no added cost to the City, design and performance so the City shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the City of Farmington Hills.

### 16. INSURANCE(REQUIRED FOR WORK ON OR WITHIN CITY PROPERTY/FACILITIES)

The awarded bidder furnishing labor in/on City/public premises agrees to hold the City of Farmington Hills and cooperative members harmless from liability loss and will maintain minimum coverage outline below. An Acord form outlining coverage will be returned with the bid documents.

16.1.	General Liability	\$1,000,000.00
16.2.	Automobile Liability - Any Auto	\$1,000,000.00
16.3.	Excess Liability	\$1,000,000.00
16.4.	Workers' Compensation and Employers Liability per State statute.	

Additionally, the City of Farmington Hills will be named as additionally insured. Thirty days written notice of cancellation/reduction material change will be provided. All documents will be forwarded to the City of Farmington Hills, Purchasing Division, 31555 Eleven Mile Road, Farmington Hills, MI 48336-1165.

### 17. General Information

The City of Farmington Hills requires Data & Phone Cabling Service for the William Costick Activities Center.

### 18. Site Inspection

The City of Farmington Hills will conduct a mandatory walk through for bidders. Scheduled day of walk through will be Friday, March 2, 2000. All bidders are required to attend to receive pertinent information regarding requirements. Job site walk through will begin at 9:30 a.m. sharp at the following location:

William Costick Activities Center  
28600 W. Eleven Mile Road

Farmington Hills, MI 48336

**19. Minimum Specifications**

- A. The City of Farmington Hills will coordinate with Ameritech services outside the facility.
- B. Interested contractor's can pick up one (1) copy of the drawing at the City of Farmington Hills Central Services Department, Purchasing Division, 31555 W 11 Mile Road, Farmington Hills, MI 48336, MF 8:30 a.m. – 4:30 p.m.
- C. The awarded contractor will supply all labor and materials to pull cable from the internal access and install data and phone ports as noted on the architect's drawing #F1.
- D. Data cable will be CAT 5 plenum rated Nitro blue in color, All data jacks will be 8p8c CAT 5, nonkeyed, T568A/BNitro blue. All phone cable & jacks will be gray in color. All fiber optic lines will be orange in color. Data jacks will be completed by providing a signed certification report. Patch panel will be provided as requested by the City. Panduit will be used in those areas where pulling of line through the walls is not possible.
- E. All data and phone drops will be labeled with associated port or phone number.
- F. The awarded contractor will supply all labor and materials to lay STstyle connector multi-mode 62.5/125 orange fiber optic cable as noted on architect's drawing #F1
- G. Awarded contractor will work with a City of Farmington Hills representative and Construction Superintendent to set project schedule.

**21. Contractors Specifications**

- A. Provide service, when/if required, 8:30 a.m. – 4:30 p.m., including weekends. Response time: 4 hours or less for emergency services (ie. Cut lines or downed equipment).
- B. Contractor shall provide qualified trained service and installation technicians who will conduct themselves in a professional manner.
- C. All work must be performed in a neat, safe and non-disruptive manner. No subcontracts will be accepted.
- D. Successful contractor shall be responsible for generating his/her own complete equipment & cabling needs list during their on-site walk through of the location.

**22. References**

Provide a list of at least three (3) local business references at which similar work was performed.

Business Name	Contact Person	Phone #

**23. Pricing**

Costick Center Installation – Please include all materials (including patch panels & faceplates), labor & delivery costs in pricing below

Service	Unit	Estimate Quantity	\$\$ Extension
Price per foot to pull data/phone cable as indicated on the drawings	\$ per foot		\$
Price per drop to install data/phone jacks as indicated on the drawings (including patch panels & faceplates)	\$ per drop		\$
Price per foot for panduit, color choice TBD	\$ per foot		\$
Price per foot to pull fiber optic cable as indicated on the drawings	\$ per foot		\$
Patch panel, CAT 5, rack mountable, 24 jack capacity, provide/install	\$ each		\$

Please list any & all exceptions and any additional cost items


**24. Schedule**

This project will proceed within \_\_\_\_\_ days (maximum 10) of issuance of purchase order.

**Alternate 1**

The City of Farmington Hills is considering other projects. Projects will be similar in scope as listed above. Please include all materials (including patch panels & faceplates), labor & delivery costs in pricing below

Service	Unit	Estimate Quantity	\$\$ Extension
Price per foot to pull data/phone cable as indicated on the drawings	\$ per foot		\$
Price per drop to install data/phone jacks as indicated on the drawings (including patch panels & faceplates)	\$ per drop		\$
Price per foot for panduit, color choice TBD	\$ per foot		\$
Price per foot to pull fiber optic cable as indicated on the drawings	\$ per foot		\$
Patch panel, CAT 5, rack mountable, 24 jack capacity, provide/install	\$ each		\$

**Alternate Firm Price Guarantee**

All Prices will remain firm for ninety (90) days or bid award, whichever comes first, except for the successful bidder whose prices are to remain firm for two (2) years from date of award. The City of Farmington Hills reserves the right to extend the contract for two (2) additional years through mutual consent under the same terms and conditions.

**Alternate Contract Termination**

The City of Farmington Hills reserves the right, upon thirty days written notice, to terminate this contract for failure of vendor to comply with terms and conditions set forth herein. Nonperformance on the part of the vendor shall constitute breach of contract and shall nullify any and all contractual obligations between the seller and the purchaser.

**24. Authorization/Acceptance of Specifications**

Signed \_\_\_\_\_ Company \_\_\_\_\_

Printed \_\_\_\_\_ Address \_\_\_\_\_

Title \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Contact Person \_\_\_\_\_ or \_\_\_\_\_

Email \_\_\_\_\_ Website \_\_\_\_\_

Equipment questions can be answered by calling Michael Lasley, Director of Central Services at 248-473-9557 or [mlasley@ci.farmington-hills.mi.us](mailto:mlasley@ci.farmington-hills.mi.us) or general bidding questions can be answered by Kelly Monico, Senior Buyer at 248-473-9599 or [kmonico@ci.farmington-hills.mi.us](mailto:kmonico@ci.farmington-hills.mi.us)

**25. Extension of Award to Tri-County Purchasing Cooperative**

The \_\_\_\_\_ is a member of the Tri-County Purchasing  
(City of Township)

Cooperative consisting of the Cities of Troy, Birmingham, Royal Oak, Farmington Hills, Sterling Heights, Southfield, Oak Park, Warren, St. Clair Shores and Riverview, and the Township of West Bloomfield. If your company is awarded item(s) referenced in the bid proposal, the cooperative governmental entities may wish to use this contract and will use a purchase order for the item(s) awarded in this bid proposal following minimum order requirements set forth in the bid document. Each entity will provide their own purchase order and delivery location (s) and must be invoiced separately to the address indicated on the purchase order.

( ) If an award is made to \_\_\_\_\_, it is agreed that  
(Company)

The contract will be extended to the Tri-County Public Purchasing Cooperative under the same prices, terms, and conditions.

Signature of Company Representative \_\_\_\_\_

( ) Our company is NOT interested in extending the contract.

DATE: March 2, 2001  
TO: Suppliers/Contractors  
FROM: Kelly Monico, Senior Buyer  
RE: BID #00-01-911 Data/Phone cabling

Please be advised of the following information regarding the above referenced bid.

The revisions are issued prior to award of contract to provide for changes and/or additions to the Drawings and/or Specifications for the Captioned Project.

All work covered under this instruction shall be in accordance with the General Conditions, all Supplementary General Conditions, Special Conditions and/or General Requirements of the Contract Documents.

The revisions as follow including amendments, clarifications and addenda are hereby made a part of the Contract Documents.

Please send your bid to the City Clerk's office at 3155 W. Eleven Mile Road by Friday, March 09, 2001, 10:00 a.m. Bids will then be publicly opened and available for inspection. If you have any questions regarding this matter please contact me at (248) 473-9599.

#### ADDENDUM NO. A- I

#### PREBID CLARIFICATIONS

1. All data cabling will be Cat 5E, plenum rated.
2. All phone cabling will be Cat 3, plenum rated.
3. The phone/voice punch down will be 66 style.
4. All fiber runs will be 12 strand mounted in interduct.
5. The awarded contractor will provide a fiber patch panel for each data cabinet.
6. Surface mounts will be Panduit brand or approved equal.
7. Cabling must be secured with mounts and cannot lay on the drop ceiling.
8. Data and phone cable can be mounted together but must be color coded as per the bid specifications.
9. The T568A/B must be terminated as "B".
10. The drop ceiling height will be 9'2".
11. The existing main lobby ceiling will be removed and replaced with a drop ceiling.
12. The estimated fiber run length to the existing data cabinet located left of the Dublin Hall gym is 280' without considerations for hanging heights or drop downs. The actual run length could exceed 400'.
13. In the General Office area there are 4 phone and 4 data drops that will be run down through City provided power poles. This may require completion after furniture installation is completed.
14. The City will provide a Compaq series 9000 data rack for the server room.
15. Phone and data jack can be terminated in the same box but must adhere to the color standards outline the bid specifications.
16. The awarded contractor will work with the on site project manager from Premacon (the general contractor) to set schedule changes. There may be night and weekend work involved (see pricing)
17. If permits are required by any BOCA code standard all fees will be waived.

END OF ADDENDUM

**21. References**

Provide a list of at least three (3) local business references at which similar work was performed.

Business Name	Contact Person	Phone #

**22. Pricing**

Costick Center Installation – Please include all materials (including patch panels & faceplates), labor & delivery costs in pricing below

Service	Unit	Estimate Quantity	\$\$ Extension
Price per foot to pull data/phone cable as indicated on the drawings	\$ per foot		\$
Price per drop to install data/phone jacks as indicated on the drawings (including patch panels & faceplates)	\$ per drop		\$
Price per foot for "Panduit" or approved equal, color choice TBD	\$ per foot		\$
Price per foot to pull fiber optic cable as indicated on the drawings	\$ per foot		\$
Patch panel, CAT 5E, rack mountable, 24 jack capacity, provide/install	\$ each		\$
Fiber patch Patch panel for each data cabinet	\$ each		\$
Please list the percentage of increase to be added to the above referenced pricing for night & weekend installation	%		%

Please list any & all exceptions and any additional cost items


**23. Schedule**

This project will proceed within \_\_\_\_\_ days (maximum 10) of issuance of purchase order.

**Alternate 1**

The City of Farmington Hills is considering other projects. Projects will be similar in scope as listed above. Please include all materials (including patch panels & faceplates), labor & delivery costs in pricing below

Service	Unit	Estimate Quantity	\$\$ Extension
Price per foot to pull data/phone cable as indicated on drawings	\$ per foot		\$
Price per drop to install data/phone jacks as indicated on drawings (including patch panels & faceplates)	\$ per drop		\$
Price per foot for "Panduit" or approved equal, color choice TBD	\$ per foot		\$
Price per foot to pull fiber optic cable as indicated on drawings	\$ per foot		\$
Patch panel, CAT 5E, rack mountable, 24 jack capacity, provide/install	\$ each		\$
Fiber patch Patch panel for each data cabinet	\$ each		\$
Please list the percentage of increase to be added to the above referenced pricing for night & weekend installation	%		%

**Alternate Firm Price Guarantee**

All Prices will remain firm for ninety (90) days or bid award, whichever comes first, except for the successful bidder whose prices are to remain firm for two (2) years from date of award. The City of Farmington Hills reserves the right to extend the contract for two (2) additional years through mutual consent under the same terms and conditions.

**Alternate Contract Termination**

The City of Farmington Hills reserves the right, upon thirty days written notice, to terminate this contract for failure of vendor to comply with terms and conditions set forth herein. Nonperformance on the part of the vendor shall constitute breach of contract and shall nullify any and all contractual obligations between the seller and the purchaser.

**24. Authorization/Acceptance of Specifications**

Signed \_\_\_\_\_ Company \_\_\_\_\_

Printed \_\_\_\_\_ Address \_\_\_\_\_

Title \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Contact Person \_\_\_\_\_ or \_\_\_\_\_

Email \_\_\_\_\_ Website \_\_\_\_\_

CITY OF FARMINGTON HILLS  
DEPARTMENT OF CENTRAL SERVICES  
PURCHASING DIVISION  
31555 ELEVEN MILE ROAD  
FARMINGTON HILLS, MI 48336-1165

PHONE 248-473-9528  
FAX 248-473-9582

Pg

Equipment questions can be answered by calling Michael Lasley, Director of Central Services at 248-473-9557 or [mlasley@ci.farmington-hills.mi.us](mailto:mlasley@ci.farmington-hills.mi.us) or general bidding questions can be answered by Kelly Monico, Senior Buyer at 248-473-9599 or [kmonico@ci.farmington-hills.mi.us](mailto:kmonico@ci.farmington-hills.mi.us)

25. Extension of Award to Tri-County Purchasing Cooperative

The \_\_\_\_\_ is a member of the Tri-County Purchasing  
(City of Township)

Cooperative consisting of the Cities of Troy, Birmingham, Royal Oak, Farmington Hills, Sterling Heights, Southfield, Oak Park, Warren, St. Clair Shores and Riverview, and the Township of West Bloomfield. If your company is awarded item(s) referenced in the bid proposal, the cooperative governmental entities may wish to use this contract and will use a purchase order for the item(s) awarded in this bid proposal following minimum order requirements set forth in the bid document. Each entity will provide their own purchase order and delivery location (s) and must be invoiced separately to the address indicated on the purchase order.

( ) If an award is made to \_\_\_\_\_, it is agreed that

The contract will be extended to the Tri-County Public Purchasing Cooperative under the same prices, terms, and conditions.

Signature of Company Representative \_\_\_\_\_

( ) Our company is NOT interested in extending the contract.

( ) Our company is NOT interested in extending the contract.

DATE: March 6, 2001  
TO: Suppliers/Contractors  
FROM: Michael Lasley, Director of Central Services  
RE: BID #00-01-911 DATA/PHONE CABLING, ADDENDUM 2

Please be advised of the following information regarding the above referenced bid.

The revisions are issued prior to award of contract to provide for changes and/or additions to the Drawings and/or Specifications for the Captioned Project.

All work covered under this instruction shall be in accordance with the General Conditions, all Supplementary General Conditions, Special Conditions and/or General Requirements of the Contract Documents.

The revisions as follow including amendments, clarifications and addenda are hereby made a part of the Contract Documents.

Please send your bid to the City Clerk's office at 31555 W. Eleven Mile Road by Friday, March 14, 2001, 10:00 a.m. Bids will then be publicly opened and available for inspection. If you have any questions please contact me at (248) 473-9557.

#### ADDENDUM NO. 2

##### CLARIFICATION

1. Night and weekend rates will apply to data/phone costs per foot only.
2. Alternate 1 prices will be similar work in scopenot size to that involved at the Activities Center. Work in Alternate 1 will include many one and two drop type of installations, etc. for mostly data.
3. Apparently there are some codes that mandate what type of hangers be used for communication wiring. The City of Farmington Hills uses the BOCA codes, which is silent on this issue.

##### ADDENDUM

1. Change bid due date/bid opening to 10:00 a.m., local time, Wednesday, March 14, 2001.
2. Change Section 22 Pricing. Please use these addendum pages to complete your bid.

END OF ADDENDUM NO. 2

**22. Pricing**

Costick Center Installation – Please include all materials (including patch panels & faceplates), labor & delivery costs in pricing below

Service	Unit	Estimate Quantity	\$\$ Extension
Price per foot to pull Category 5e data cable as indicated on the drawings	\$ per foot		\$
Price per foot to pull Category 3 phone cable as indicated on the drawings	\$ per foot		\$
Price per drop to install data jacks as indicated on the drawings(including patch panels & faceplates)	\$ per drop		\$
Price per drop to install phone jacks as indicated on the drawings(including patch panels & faceplates)	\$ per drop		\$
Price per drop to install shared phone/data jacks as indicated on drawings(including patch panels and faceplates)	\$ per drop		\$
Price per foot for "Panduit" or approved equal, color choice TBD	\$ per foot		\$
Price per foot to pull fiber optic cable as indicated on the drawings	\$ per foot		\$
Patch panel, CAT 5E, rack mountable, 24 jack capacity, provide/install	\$ each		\$
Fiber patch panel for each data cabinet	\$ each		\$
Please list the percentage of increase to be added to the above referenced pricing(per foot for phone/data cabling only) for night & weekend installation	%		%

Please list any & all exceptions and any additional cost items


**21. Schedule**

This project will proceed within \_\_\_\_\_ days (maximum 10) of issuance of purchase order.

**Alternate 1**

The City of Farmington Hills is considering other projects. Projects will be similar in scope(not size) as listed above. Please include all materials (including patch panels & faceplates), labor & delivery costs in pricing below

Service	Unit	Estimate Quantity	\$\$ Extension
Price per foot to pull Category 5e data cable as indicated on drawings	\$ per foot		\$
Price per foot to pull Category 3 phone cable as indicated on the drawings	\$ per foot		\$
Price per drop to install data jacks as indicated on drawings (including patch panels & faceplates)	\$ per drop		\$
Price per drop to install phone jacks as indicated on the drawings(including patch panels & faceplates)	\$ per drop		\$
Price per drop to install shared phone/data jacks as indicated on drawings(including patch panels and faceplates)	\$ per drop		\$
Price per foot for "Panduit" or approved equal, color choice TBD	\$ per foot		\$
Price per foot to pull fiber optic cable as indicated on drawings	\$ per foot		\$
Patch panel, CAT 5E, rack mountable, 24 jack capacity, provide/install	\$ each		\$
Fiber patch panel for each data cabinet	\$ each		\$
Please list the percentage of increase to be added to the above referenced pricing(per foot for phone/data cabling only) for night & weekend installation	%		%

**Alternate Firm Price Guarantee**

All Prices will remain firm for ninety (90) days or bid award, whichever comes first, except for the successful bidder whose prices are to remain firm for two (2) years from date of award. The City of Farmington Hills reserves the right to extend the contract for two (2) additional years through mutual consent under the same terms and conditions.

**Alternate Contract Termination**

The City of Farmington Hills reserves the right, upon thirty days written notice, to terminate this contract for failure of vendor to comply with terms and conditions set forth herein. Nonperformance on the part of the vendor shall constitute breach of contract and shall nullify any and all contractual obligations between the seller and the purchaser.

24. Authorization/Acceptance of Specifications

Signed \_\_\_\_\_ Company \_\_\_\_\_

Printed \_\_\_\_\_ Address \_\_\_\_\_

Title \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Contact Person \_\_\_\_\_ or \_\_\_\_\_

Email \_\_\_\_\_ Website \_\_\_\_\_

Equipment questions can be answered by calling Michael Lasley, Director of Central Services at 248-473-9557 or [mlasley@ci.farmington-hills.mi.us](mailto:mlasley@ci.farmington-hills.mi.us) or general bidding questions can be answered by Kelly Monico, Senior Buyer at 248-473-9599 or [kmonico@ci.farmington-hills.mi.us](mailto:kmonico@ci.farmington-hills.mi.us)

25. Extension of Award to Tri-County Purchasing Cooperative

The \_\_\_\_\_ is a member of the Tri-County Purchasing  
(City of Township)

Cooperative consisting of the Cities of Troy, Birmingham, Royal Oak, Farmington Hills, Sterling Heights, Southfield, Oak Park, Warren, St. Clair Shores and Riverview, and the Township of West Bloomfield. If your company is awarded item(s) referenced in the bid proposal, the cooperative governmental entities may wish to use this contract and will use a purchase order for the item(s) awarded in this bid proposal following minimum order requirements set forth in the bid document. Each entity will provide their own purchase order and delivery location (s) and must be invoiced separately to the address indicated on the purchase order.

( ) If an award is made to \_\_\_\_\_, it is agreed that

The contract will be extended to the Tri-County Public Purchasing Cooperative under the same prices, terms, and conditions.

Signature of Company Representative \_\_\_\_\_

DATE: March 12, 2001  
TO: Suppliers/Contractors  
FROM: Michael Lasley, Director of Central Services  
RE: BID #00-01-911 DATA/PHONE CABLING, ADDENDUM NO. 3

Please be advised of the following information regarding the above referenced bid.

The revisions are issued prior to award of contract to provide for changes and/or additions to the Drawings and/or Specifications for the Captioned Project.

All work covered under this instruction shall be in accordance with the General Conditions, all Supplementary General Conditions, Special Conditions and/or General Requirements of the Contract Documents.

The revisions as follow including amendments, clarifications and addenda are hereby made a part of the Contract Documents.

Please send your bid to the City Clerk's office at 31555 W. Eleven Mile Road by Wednesday, March 14, 2001, 10:00 a.m. Bids will then be publicly opened and available for inspection. If you have any questions please contact me at (248) 473-9557.

#### ADDENDUM NO. 3

#### CLARIFICATION

1. All bids are due to the City of Farmington Hills City Clerk, 31555 Eleven Mile Road, Farmington Hills, MI 48336 before 10:00 a.m.. WEDNESDAY, MARCH 14, 2001.

END OF ADDENDUM NO. 3

July 27, 2001

To: The Honorable Mayor and City Council

From: John Szerlag, City Manager  
Jeanette Bennett, Purchasing Director  
Charles T. Craft, Chief of Police

Subject: Standard Purchasing Resolution 1: Award To Low Bidder –  
Towing Contract

### **RECOMMENDATION**

City Management recommends that City Council award a three (3) year towing contract to the low bidder, Coleman's Towing and Recovery, Inc., A RoadOne Company, at an estimated total cost of \$154,130 per year, at unit prices contained in the attached bid tabulation opened 7/11/2001, contingent upon vendor submission of proper contract and bid documents, including insurance certificates and all other specified requirements.

Coleman's Towing and Recovery, Inc., has provided service during the last three-year contract, and we are satisfied with their service. The Police Department did site visits to all bidders and found no reason to deviate from the low bidder.

### **EXPLANATION OF SERVICES**

It should be noted that the first half of the proposal "Service – Private Vehicles" is not financed by the City of Troy. The contract establishes prices for all private vehicles requiring tows or related services within City boundaries due to accidents, stall outs and other occurrences. The second portion of the proposal "Service – City Owned Vehicles" encompasses towing and related services for City of Troy vehicles.

### **BUDGET**

Monies are available to fund this contract in the Police Department and Equipment Operations Accounts for towing services.

21 Bids Sent  
4 Bids Rec'd

Prepared by: Sergeant Michael Crocker

Opening Date -- 7/11/01  
 Date Prepared -- 7/23/01

CITY OF TROY  
 BID TABULATION  
 TOWING SERVICES

VENDOR NAME: \*\*

<b>COLEMAN'S TOWING</b>	A&M SERVICE
<b>&amp; RECOVERY INC</b>	CENTER INC
<b>A ROADONE COMPANY</b>	

Item	ESTIMATED COUNT	SERVICE - PRIVATE VEHICLES	COST	COST
1.	1480	Vehicles of less than 5,000 lbs	\$ 50.00	\$ 60.00
2.	941	Accident vehicles of less than 5,000 lbs	\$ 50.00	\$ 65.00
3.	161	Vehicles of over 5,000 lbs	\$ 50.00	\$ 70.00
4.	99	Accident vehicles of over 5,000 lbs	\$ 50.00	\$ 70.00
5.	5	Vehicles of over 10,000 lbs	\$ 165.00	\$ 85.00
6.	5	Accident vehicles of over 10,000 lbs	\$ 175.00	\$ 85.00
7.		<b>Straight pick-ups (less than 1/2 mile)</b>		
7a.		a. Vehicles of less than 10,000 lbs	\$ 45.00	\$ 70.00
7b.		b. Vehicles of over 10,000 lbs	\$ 65.00	\$ 85.00
8.		Tows more than 5 miles outside City limits; amount per mile in addition to the basic towing fee	\$3.00 PER MILE	\$2.00 PER MILE
9.		<b>Service calls with City of Troy limits</b>		
9a.		Vehicle jump-start	\$ 35.00	\$ 45.00
9b.	49	Vehicle lock-out	\$ 25.00	\$ 45.00
9c.	321	Return vehicle to roadway	\$ 40.00	\$ 45.00
9d.		Tire change (per tire)	\$ 35.00	\$ 45.00
9e.		Service call-other (separate cars...etc.)	\$ 45.00	\$ 45.00
10.		Additional Dolly charge not included in flatbed or wheel lift hoist tows.	\$ 35.00	\$ 40.00
11.		Labor charge per man hr for on scene, additional or standby personnel (per man hour)	\$45.00 PER HOUR	\$25.00 PER HOUR
12.		Storage fee rate per day - Standard parking	\$ 10.00	\$ 10.00
12a.		Storage fee rate per day - Oversize parking	\$ 18.00	\$ 20.00
		<b>SUB-TOTAL</b>	\$ 149,815.00	\$ 185,665.00
		<b>SERVICE - CITY OWNED VEHICLES</b>		
1.	40	Vehicles up to 10,000 lbs	\$ 30.00	\$ 35.00
2.	5	Accident up to 10,000 lbs	\$ 30.00	\$ 35.00
3.	10	Vehicles over 10,000 lbs	\$ 75.00	\$ 65.00
4.	5	Accident vehicles over 10,000 lbs	\$ 75.00	\$ 65.00
5.	4	Remove Each Axle Shaft/Drive Shaft	\$ -	BLANK
6.		Towing beyond 5 miles (per mile)	\$2.50 PER MILE	\$20.00 \$1.50 PER MILE
7.	12	Road service within City limits including jump starts	\$ 30.00	\$ 25.00
7a.		Additional dolly charge	\$ 30.00	N/C
7b.		Labor charge (per man hour)	\$30.00 PER HOUR	\$10.00 PER HOUR
7c.	12	On-road tire replacement	\$ 25.00	\$ 35.00
8.		<b>Transport vehicle to Troy Auction Sites or dealers</b>		
8a.		Cars, Vans & Pick-ups	\$35.00 \$2.50 PER MILE	\$1.50 PER MILE
8b.		Vehicles/equipment from 12,000 to 18,000 GVW	\$65.00 \$2.50 PER MILE	\$1.50 PER MILE
8c.	4	Vehicles/equipment from 18,000 GVW & over	\$75.00 \$2.50 PER MILE	\$2.00 PER MILE
9.		<b>Vehicle requiring assist. to place back on road</b>		
9a.	6	Cars, Vans & Pick-ups	\$ 30.00	\$ 35.00
9b.		Vehicles/equipment from 12,000 to 18,000 GVW	\$ 45.00	\$ 65.00
9c.	10	Vehicles/equipment from 18,000 GVW & const. Eqmt.	\$ 65.00	\$ 65.00
		<b>SUB-TOTAL</b>	\$ 4,315.00	\$ 4,170.00
		<b>ESTIMATED GRAND TOTAL</b>	\$ 154,130.00	\$ 189,835.00
		EXPERIENCE: Years in Service	42	20
		INSURANCE: Y/N	YES	YES
		TERMS :	N/A	BLANK
		EXCEPTIONS:	BLANK	BLANK

Opening Date -- 7/11/01  
 Date Prepared -- 7/23/01

CITY OF TROY  
 BID TABULATION  
 TOWING SERVICES

VENDOR NAME:

BOB ADAMS TOWING	SERVICE TOWING
BYERS WRECKER	
SERVICE	

Item	ESTIMATED COUNT	SERVICE - PRIVATE VEHICLES	COST	COST
1.	1480	Vehicles of less than 5,000 lbs	\$ 65.00	\$ 75.00
2.	941	Accident vehicles of less than 5,000 lbs	\$ 65.00	\$ 75.00
3.	161	Vehicles of over 5,000 lbs	\$ 65.00	\$ 75.00
4.	99	Accident vehicles of over 5,000 lbs	\$ 65.00	\$ 75.00
5.	5	Vehicles of over 10,000 lbs	\$ 175.00	\$ 225.00
6.	5	Accident vehicles of over 10,000 lbs	\$ 175.00	\$ 225.00
7.		<b>Straight pick-ups (less than 1/2 mile)</b>		
7a.		a. Vehicles of less than 10,000 lbs	\$ 25.00	\$ 45.00
7b.		b. Vehicles of over 10,000 lbs	\$ 50.00	\$ 125.00
8.		Tows more than 5 miles outside City limits; amount per mile in addition to the basic towing fee	\$3.00 PER MILE	\$3.50 PER MILE
9.		<b>Service calls with City of Troy limits</b>		
9a.		Vehicle jump-start	\$ 40.00	\$ 45.00
9b.	49	Vehicle lock-out	\$ 40.00	\$ 45.00
9c.	321	Return vehicle to roadway	\$ 50.00	\$ 65.00
9d.		Tire change (per tire)	\$ 45.00	\$ 45.00
9e.		Service call-other (separate cars...etc.)	\$ 50.00	\$ 75.00
10.		Additional Dolly charge not included in flatbed or wheel lift hoist tows.	\$ 40.00	\$ 45.00
11.		Labor charge per man hr for on scene, additional or standby personnel (per man hour)	\$40.00 PER HOUR	\$55.00 PER HOUR
12.		Storage fee rate per day - Standard parking	\$ 12.00	\$ 12.00
12a.		Storage fee rate per day - Oversize parking	\$ 12.00	\$ 25.00
		<b>SUB-TOTAL</b>	\$ 194,025.00	\$ 226,395.00
		<b>SERVICE - CITY OWNED VEHICLES</b>		
1.	40	Vehicles up to 10,000 lbs	\$ 35.00	\$ 50.00
2.	5	Accident up to 10,000 lbs	\$ 35.00	\$ 50.00
3.	10	Vehicles over 10,000 lbs	\$ 75.00	\$ 125.00
4.	5	Accident vehicles over 10,000 lbs	\$ 75.00	\$ 125.00
5.	4	Remove Each Axle Shaft/Drive Shaft	\$ 15.00	\$ 20.00
6.		Towing beyond 5 miles (per mile)	\$3.00 PER MILE	\$3.50 PER MILE
7.	12	Road service within City limits including jump starts	\$ 30.00	\$ 30.00
7a.		Additional dolly charge	\$ 30.00	\$ 30.00
7b.		Labor charge (per man hour)	\$30.00 PER HOUR	\$55.00 PER HOUR
7c.	12	On-road tire replacement	\$ 30.00	\$ 30.00
8.		<b>Transport vehicle to Troy Auction Sites or dealers</b>		
8a.		Cars, Vans & Pick-ups	\$3.00 PER MILE	\$3.50 PER MILE
8b.		Vehicles/equipment from 12,000 to 18,000 GVW	\$3.00 PER MILE	\$3.50 PER MILE
8c.	4	Vehicles/equipment from 18,000 GVW & over	\$3.00 PER MILE	\$3.50 PER MILE
9.		<b>Vehicle requiring assist. to place back on road</b>		
9a.	6	Cars, Vans & Pick-ups	\$ 30.00	\$ 50.00
9b.		Vehicles/equipment from 12,000 to 18,000 GVW	\$ 45.00	\$ 125.00
9c.	10	Vehicles/equipment from 18,000 GVW & const. Eqmt.	\$ 75.00	\$ 150.00
		<b>SUB-TOTAL</b>	\$ 4,470.00	\$ 6,795.00
		<b>ESTIMATED GRAND TOTAL</b>	\$ 198,495.00	\$ 233,190.00
		EXPERIENCE: Years in Service	50	24
		INSURANCE: Y/N	YES	YES
		TERMS :	NET 30	BLANK
		EXCEPTIONS:	LISTED IN BID	LISTED IN BID

**\*\* DENOTES LOW TOTAL BIDDER**

ATTEST:

Flo Opatik

Michael Crocker

Susan Leirstein

---

Jeanette Bennett  
Purchasing Director

A & M SUNOCO SERVICE  
4738 ROCHESTER ROAD  
ROYAL OAK MI 48073

ADLER'S TOWING  
1186 BALDWIN  
PONTIAC MI 48340

BOB ADAM'S TOWING  
2499 COLE  
BIRMINGHAM MI 48009

BYERS WRECKER SERVICE INC  
399 SOUTH STREET  
ROCHESTER MI 48307

COLMAN'S TOWING & RECOVERY INC  
1871 BIRCHWOOD  
TROY MI 48083

DEAN'S TOWING  
4259 HAMPTON  
ROYAL OAK MI 48073

FRONRATH INC  
2831 GRATIOT  
ROSEVILLE MI 48066

GENERAL TOWING  
2415 WOODWARD AVENUE  
BLOOMFIELD HILLS MI 48302

HARERSTICK TOWING  
21902 JOHN R  
HAZEL PARK MI 48030

MAPLE/LASHER SHELL SERVICE  
3690 W MAPLE ROAD  
BLOOMFIELD HILLS MI 48301

MONAGHAN'S TOWING  
21680 FERN  
OAK PARK MI 48237

MUNDY'S TOWING  
28152 JOHN R  
HAZEL PARK MI 48071

PLUMBROOK TOWING  
43753 UTICA ROAD  
STERLING HEIGHTS MI 48078

ROADONE  
19801 PLEASANT  
ST CLAIR SHORES MI 48080

RON'S MARATHON  
1400 W MAPLE  
TROY MI 48084

RUSSELL'S MOBILE SERVICE  
2745 ROCHESTER ROAD  
TROY MI 48083

SERVICE TOWING  
789 AJAX DRIVE  
MADISON HEIGHTS MI 48071

SERVICE TOWING  
6006 RINKE  
WARREN MI 48091

SOUTH MACOMB TOWING  
4401 E 8 MILE ROAD  
WARREN MI 48091

TJ'S TOWING  
13154 LEECH  
STERLING HEIGHTS MI 48312

TROY COLLISION  
931 RANKIN STREET  
TROY MI 48083

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager  
John M. Lamerato, Assistant City Manager/Finance & Admin.  
Gary Shripka, Assistant City Manager/Services  
Charles Craft, Police Chief  
Carol Anderson, Parks & Recreation Director  
Cindy Stewart, Community Affairs Director

SUBJECT: Road Closure for Veteran's Memorial Monument Dedication

DATE: July 17, 2001

Plans are underway for the October 6<sup>th</sup> dedication ceremony of the Veterans Memorial/ Monument. The Veterans Memorial Committee after meeting with the Parks & Recreation Director & staff determined that due to the anticipated number of attendees they will need to move the actual Ceremony from City Hall Plaza to an area in front of the Plaza. See attached letter and diagram.

They have requested the closure of Town Center Drive West from Civic Center Drive in front of City Hall from 8 a.m. to approximately 4 p.m. The Police Department has agreed that this closure would not be a detriment since there is another ingress and egress to the area. Since the event will be held on a Saturday, traffic will be lighter with the majority of cars entering the complex specifically for the ceremony

If you need further information, Committee Chairman Jack Turner will be available to answer additional questions.



CVTSight  
SnapShot

Enter Map Title

Enter Map Description

**Map Legend:**

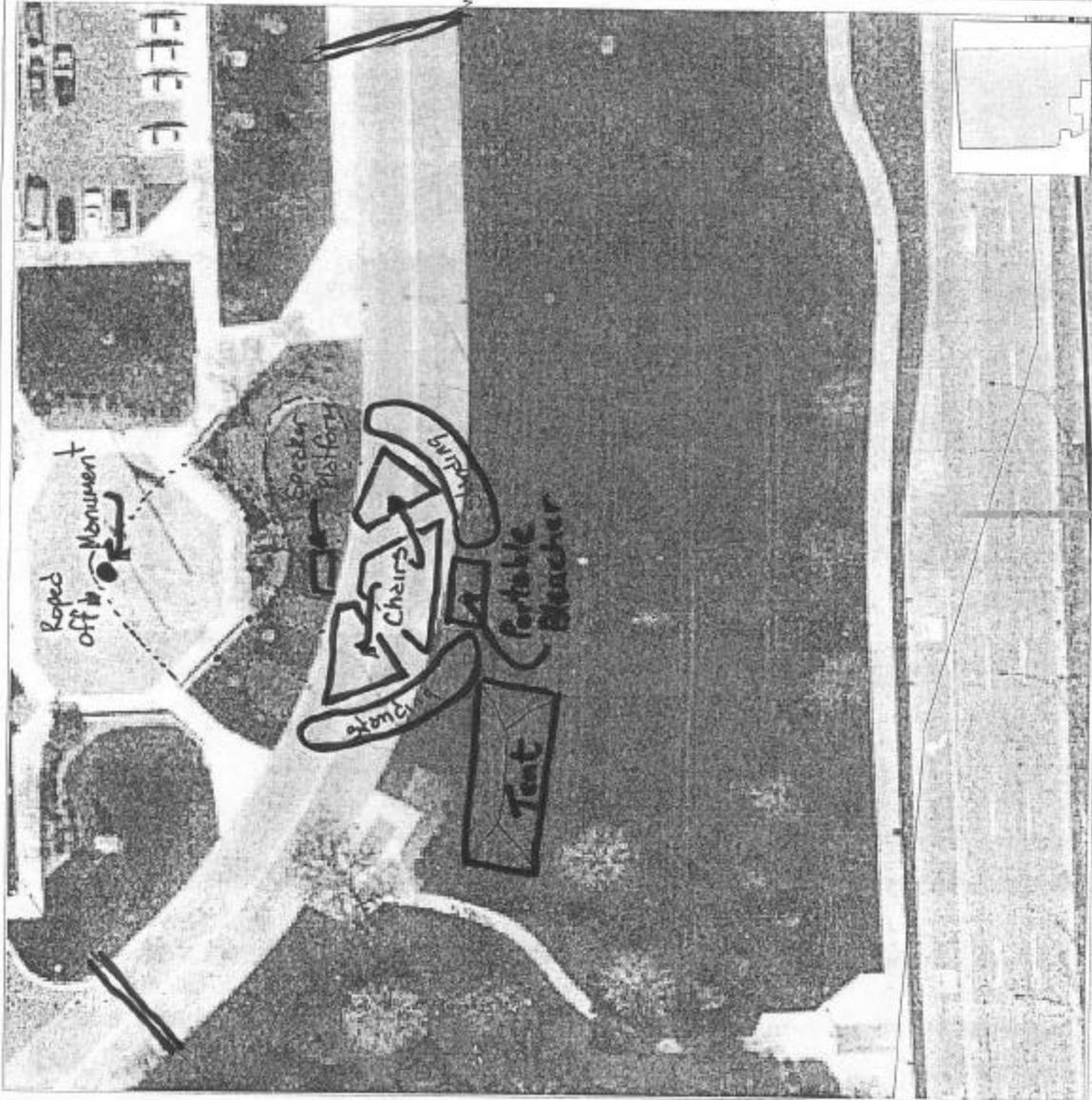
- MAJOR ROADS
- BOUNDARY LINE
- I-75
- SIDWELL NUMBER
- LOT DIMENSIONS
- LOT ID
- ROAD NAMES
- PARCEL
- AERIAL PHOTOS
- LABEL
- LABEL
- LABEL
- IMAGE



Map Scale: 1" = 51'

Map Date: June 22, 2001

Date Date: March 2001



Note: The information provided by this program has been compiled from recorded deeds, plats, taxmaps, surveys, and other public records and data. It is not a legally recorded map or survey and is not intended to be used as one. Users of this data are hereby notified that the information sources mentioned above should be consulted for verification of the information.

## VETERANS MEMORIAL COMMITTEE OF TROY

*"TO HONOR THOSE WHO SERVED"*

July 11,2001

**Honorable Council Members:**

**At 12:PM Saturday, October 6, 2001, the Veterans Memorial Committee of Troy will dedicate the Veterans Memorial/Monument on the City Hall Plaza.**

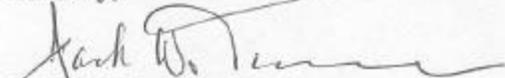
**As it is estimated that the Ceremony will be attended by a minimum of 800 to 1000 people it will be necessary to move the actual Ceremony from the City Hall Plaza to an area in front of the Plaza as indicated in the attached diagram.**

**Accordingly, it is requested that Town Center Drive West from Civic Center Drive to the entrance to the parking lot at the rear of City Hall and Town Center Drive East from the parking lot entrance to Civic Center Drive be closed from 8:00 AM to 4:00 PM Saturday, October 6, 2001.**

**The times indicated would allow for a reasonable period of time for the setting up and tearing down of the Ceremony seating area before and after the Ceremony.**

**Your approval of this request would be greatly appreciated.**

Sincerely,



**Jack W. Turner, Chairman  
Veterans Memorial Committee of Troy**

2899 E. BIG BEAVER RD.  
TROY, MI. 48983  
248-528-2615 FAX 248-528-2615  
E-MAIL: jtirect01aol.com

July 27, 2001

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager  
Gary A. Shripka, Assistant City Manager/Services  
Steven Vandette, City Engineer 

SUBJECT: Private Agreement for Tire Wholesalers  
Project No. 01.908.3

The Engineering Department has reviewed and approved plans for this project, which includes water main, storm sewer, detention and paving.

The Owner has provided a letter of credit for escrow and cash fees in the amount of the estimated cost of public improvements, as required.

Approval is recommended.

'01 Projects\01.908.3\Private Agreement Cover Letter

cc: Barbara A. Holmes, Deputy City Clerk (Original Agreement)  
James Nash, Financial Services Director

Prepared by: G. Scott Finlay, P.E.  
Civil Engineer

Enclosed Private Agreement, Detailed Summary, Sketch and Suggested Resolution

**CONTRACT FOR INSTALLATION OF MUNICIPAL IMPROVEMENTS  
(PRIVATE AGREEMENT)**

**PROJECT NO. 01.908.3** \_\_\_\_\_

**PROJECT LOCATION: SE ¼ SECTION 36** \_\_\_\_\_

**RESOLUTION NO.** \_\_\_\_\_

**DATE OF COUNCIL APPROVAL:** \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENT;** That the City of Troy, a Michigan Municipal Corporation of the County of Oakland, State of Michigan, hereinafter referred to as "City" and Tire Wholesalers Company, Inc. whose address is 1783 E. 14 Mile Road, Troy, MI 48083 and whose telephone number is (248)-589-9910 hereinafter referred to as "Owners".

**WITNESSETH, FIRST:** That the City agrees to allow the installation of water main, storm sewer, detention, sidewalks and paving in accordance with plans prepared by Nowak & Fraus whose address is 1310 N. Stephenson, Royal Oak, MI 48067-1508 and whose telephone number is (248)-399-0886 and approved prior to construction by the City Specifications of the City shall be complied with for this construction.

**SECOND:** That the Owners agree to contribute the approximate contract price of \$31,342.00. This amount will be transmitted to the City Clerk for installation of said improvements in the form of (check one):

- Cash
- Certificate of Deposit
- Irrevocable Bank Letter of Credit
- Check

Said funds shall be placed on deposit with the City upon the execution of this contract and shall be disbursed to the contractor by the City only upon presentation of duly executed waivers of lien and sworn statements satisfactory to the City, and after final inspection and approval by the Engineering Department for the City. In addition, the owners agree to contribute the following cash fees:

*	Plan Review and Construction Inspection Fee	\$1912.00
	Water Main Testing Fee	\$650.00
	Street Cleaning/Road Maintenance (Refundable)	<u>\$2,000.00</u>
	TOTAL:	\$4,562.00

\* 6.10% (.061) of approximate contract price

**CONTRACT FOR INSTALLATION OF MUNICIPAL IMPROVEMENTS  
(PRIVATE AGREEMENT)**

**PROJECT NO. 01.908.3** \_\_\_\_\_

**PROJECT LOCATION: SE ¼ SECTION 36** \_\_\_\_\_

**COUNCIL RESOLUTION NO.** \_\_\_\_\_

**DATE OF COUNCIL APPROVAL:** \_\_\_\_\_

**THIRD:** The owners may contract for construction of said improvement or may have the City advertise for bids. In the event the Owners select their own contractor, such contractor shall be subject to prior written approval by the City and completed contract documents shall be submitted to the City.

Owners agree to arrange for a pre-construction meeting with the City Engineer and the contractor 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, according to the approved plans.

**FOURTH:** Owners hereby acknowledge the benefit to their property conferred by the construction of the aforementioned and agree and consent to pay the total sum of \$35,904.00 for the construction of said public utilities in lieu of the establishments of any special district by the City. Further, owners acknowledge that the benefit to their property conferred by the improvement is equal to, or in excess of, the aforementioned amount.

**FIFTH:** Owners agree that if, for any reason, the total cost of completion of such improvement shall exceed the sum deposited with the City in accordance with Paragraph SECOND hereof, that Owners will immediately remit such additional amount to the City upon request and City will disburse such additional amount in accordance with Paragraph SECOND hereof. In the event the total cost of completion shall be less than the sum deposited with City in accordance with Paragraph SECOND hereof, City will reimburse to the Owners the excess funds remaining after disbursement of funds.

**SIXTH:** 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 for such public utilities as required by the City Engineer.

CONTRACT FOR INSTALLATION OF MUNICIPAL IMPROVEMENTS  
(PRIVATE AGREEMENT)

PROJECT No. 01.908.3

PROJECT LOCATION: SE ¼ SECTION 36

COUNCIL RESOLUTION No. \_\_\_\_\_

DATE OF COUNCIL APPROVAL: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate on this 27<sup>TH</sup> day of JULY, 2001.

OWNERS

CITY OF TROY

By:

By:

Maurice Meyers Hn Mba  
Please Print or Type  
MAUREEN MEYERS

\_\_\_\_\_  
Matt Pryor, Mayor

\_\_\_\_\_  
Please Print or Type

\_\_\_\_\_  
Tonni Bartholomew, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 27 day of July, A.D.2001, before me personally appeared MAUREEN MEYERS 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, Dorothy Vanessa Jackson Michigan

DOROTHY VANESSA JACKSON  
Notary Public, Oakland County, MI  
Acting in Macomb Co., MI  
My Commission Expires 12/28/2006

My commission expires: \_\_\_\_\_

DETAILED SUMMARY OF REQUIRED ESCROW DEPOSITS AND CASH FEES  
PRIVATE AGREEMENT FOR TIRE WHOLESALERS  
PROJECT No. 01.908.3

The estimated costs of public improvements for the above mentioned project are as follows:

**Escrow Deposits:**

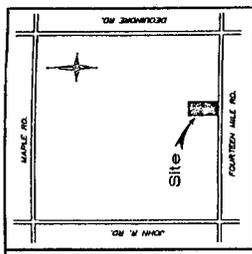
Water Main	\$18,240.00
Paving	5,452.00
Storm Sewer	1,900.00
Detention	<u>5,750.00</u>

**Total Escrow Deposits:** (letter of credit) **\$ 31,342.00**

**Cash Fees:**

Review & Inspection	\$ 1,912.00
Water Main Testing	650.00
Street Cleaning/Road Maintenance	<u>2,000.00</u>

**Total Cash Fees:** (check) **\$ 4,562.00**



**DATE DATA**  
 Date: 03-12-91  
 Stationing: 100+00 to 100+00  
 Project: 100+00 to 100+00  
 Drawing: 100+00 to 100+00  
 Scale: 1" = 30'

**NOTES**  
 1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.  
 2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.  
 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

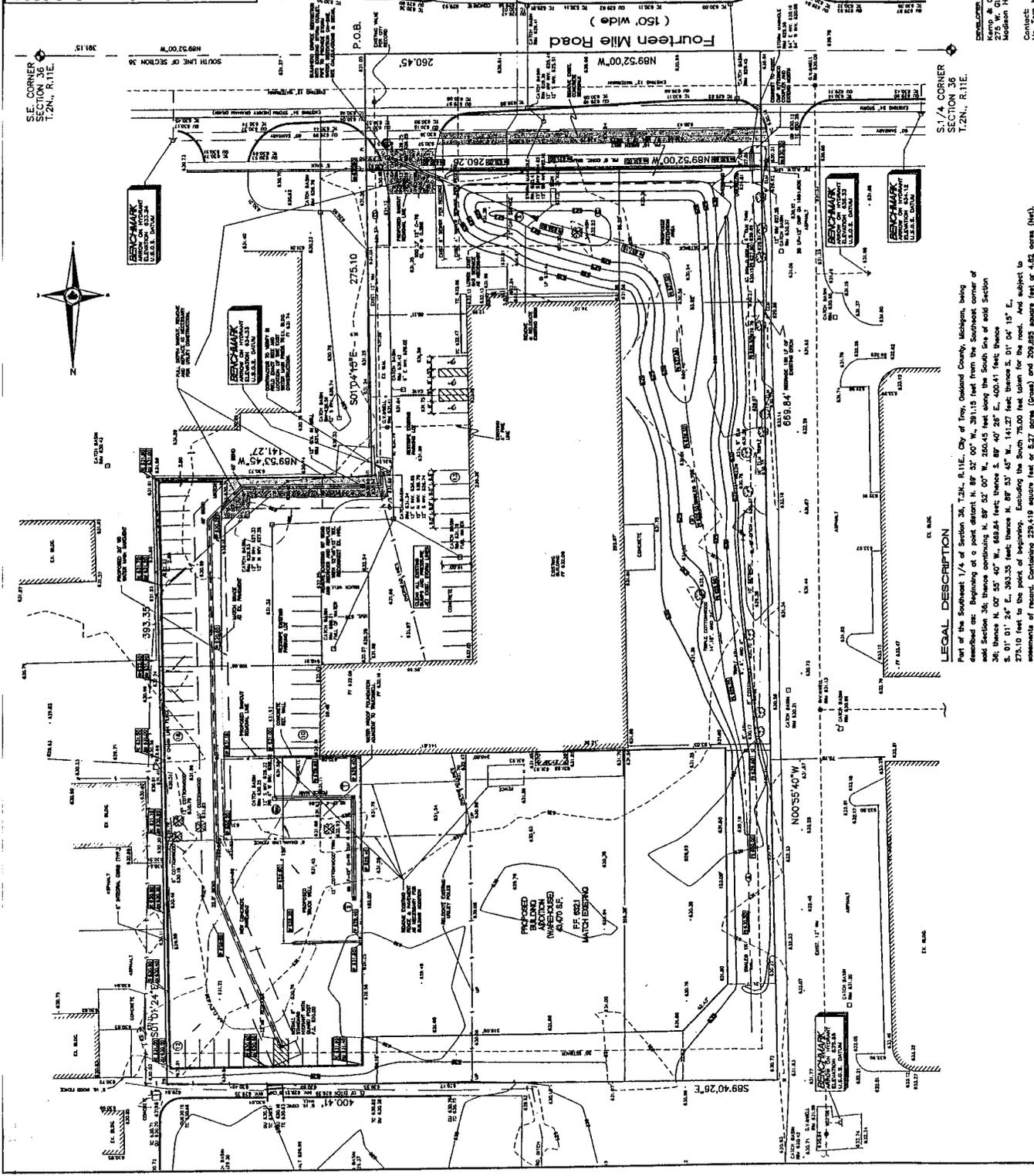
**PAVING LEGEND**  
 1. ASPHALT PAVEMENT  
 2. PORTLAND CEMENT CONCRETE  
 3. PORTLAND CEMENT CONCRETE WITH REINFORCING BARS  
 4. PORTLAND CEMENT CONCRETE WITH REINFORCING BARS AND CURBS  
 5. PORTLAND CEMENT CONCRETE WITH REINFORCING BARS AND CURBS AND SIDEWALKS

**LEGEND**  
 1. EXISTING SURVEY POINT  
 2. NEW SURVEY POINT  
 3. EXISTING CURB  
 4. NEW CURB  
 5. EXISTING SIDEWALK  
 6. NEW SIDEWALK  
 7. EXISTING DRIVEWAY  
 8. NEW DRIVEWAY  
 9. EXISTING UTILITY  
 10. NEW UTILITY  
 11. EXISTING ELEVATION  
 12. NEW ELEVATION  
 13. EXISTING TOP OF FINISHED GRADE  
 14. NEW TOP OF FINISHED GRADE  
 15. EXISTING TOP OF ROAD CUT  
 16. NEW TOP OF ROAD CUT

**NOWAK & FRAUS**  
 Civil Engineers Land Surveyors  
 1310 N. Stephenson Highway  
 Royal Oak, Michigan 48067-1508  
 Tel. (248) 399-0866  
 Fax. (248) 399-0865

**SITE CONSTRUCTION PLAN**  
 PART OF THE SOUTHEAST 1/4 OF SECTION 36,  
 T2N., R11E,  
 CITY OF TROY, OAKLAND COUNTY, MICHIGAN

**KEMP AND COMPANY**  
 CLIENT  
 275 W. Grand  
 Madison Heights, MI 48071  
 SCALE: 1" = 30'  
 DATE: 03-12-91  
 DRAWN BY: J.P.H.  
 CHECKED BY: J.P.H.  
 PROJECT NO.: 100+00



**LEGAL DESCRIPTION**  
 Part of the Southeast 1/4 of Section 36, T2N., R11E, City of Troy, Oakland County, Michigan, being described as: Beginning at a point distant N. 89° 32' 00" W., 281.15 feet from the Southeast corner of said Section 36; thence continuing N. 89° 33' 00" W., 250.45 feet along the South line of said Section 36; thence N. 07° 55' 40" W., 689.84 feet; thence S. 89° 40' 25" E., 400.41 feet; thence S. 01° 01' 24" E., 393.35 feet; thence N. 89° 33' 45" W., 141.27 feet; thence S. 01° 04' 19" E., 275.10 feet to the point of beginning. Excluding the South 70.00 foot width for the road. And subject to easements of record. Containing 259,419 square feet or 5.27 acres (Gross) and 209,885 square feet or 4.82 acres (Net).

July 30, 2001

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager  
Gary A. Shripka, Assistant City Manager/Services  
Steven Vandette, City Engineer 

SUBJECT: Private Agreement for National Television Book Company  
209 Park  
Project No. 99.937.3

The Engineering Department has reviewed and approved plans for this project, which includes watermain, storm sewer and paving.

The Developer has provided a letter of credit for escrow and cash fees in the amount of the estimated cost of public improvements, as required.

Approval is recommended.

cc: Tonni Bartholomew, City Clerk (Original Agreement)  
James Nash, Financial Services Director

Prepared by: Gary Streight, Civil Engineer

G:\Projects\Projects - 1999\99.937.3\Private Agreement Cover Letter

DETAILED SUMMARY OF REQUIRED ESCROW DEPOSITS AND CASH FEES  
PRIVATE AGREEMENT FOR NATIONAL TELEVISION BOOK COMPANY AT 209 PARK  
PROJECT NO. 99.937.3

The estimated costs of public improvements for the above mentioned project are as follows:

ESCROW DEPOSITS:

Watermain	\$ 4,000.00
Storm Sewer	\$ 3,000.00
Paving	\$ 17,000.00

**TOTAL ESCROW DEPOSITS:** **\$ 24,000.00**

CASH FEES:

Plan Review & Inspection	\$ 1,995.43
Water Main Testing	<u>650.00</u>

**TOTAL CASH FEES:** **\$ 2,645.43**

**CONTRACT FOR INSTALLATION OF MUNICIPAL IMPROVEMENTS  
(PRIVATE AGREEMENT)**

PROJECT NO. 99.937.3

PROJECT LOCATION: 209 PARK

COUNCIL RESOLUTION NO.

DATE OF COUNCIL APPROVAL:

**KNOW ALL MEN BY THESE PRESENT;** That the City of Troy, a Michigan Municipal Corporation of the County of Oakland, State of Michigan, hereinafter referred to as "City" and National Television Book Company, whose address is 209 Park Street, Troy, MI 48083 and whose telephone number is (248)892-9574 hereinafter referred to as "Owners".

**WITNESSETH, FIRST:** That the City agrees to allow the installation of watermain, storm sewer and paving in accordance with plans prepared by A.R. Decker and Associates, whose address is 906 East Long Lake, Troy, MI 48098, and whose telephone number is (248) 528-3779, and approved prior to construction by the City Specifications of the City shall be complied with for this construction.

**SECOND:** That the Owners agree to contribute the approximate contract price of \$32,712.00. This amount will be transmitted to the City Clerk for installation of said improvements in the form of (check one):

- Cash
- Certificate of Deposit
- Irrevocable Bank Letter of Credit
- Check

Said funds shall be placed on deposit with the City upon the execution of this contract and shall be disbursed to the owner by the City only upon presentation of duly executed waivers of lien and sworn statements satisfactory to the City, and after final inspection and approval by the Engineering Department for the City. In addition, the owners agree to contribute the following cash fees:

*	Plan Review and Construction Inspection Fee	\$1,995.43
	Water Main Testing Fee (Separate Check)	<u>650.00</u>
	Street Cleaning/Road Maintenance	
	Miscellaneous Road and Pavement Repair	
	<b>TOTAL:</b>	<b>\$2,645.43</b>
*	6.1% (.061) of approximate contract price	

**CONTRACT FOR INSTALLATION OF MUNICIPAL IMPROVEMENTS  
(PRIVATE AGREEMENT)**

PROJECT NO. 99.937.3

PROJECT LOCATION: 209 PARK

COUNCIL RESOLUTION NO.

DATE OF COUNCIL APPROVAL:

**THIRD:** The owners may contract for construction of said improvement or may have the City advertise for bids. In the even the Owners select their own contractor, such contractor shall be subject to prior written approval by the City and completed contract documents shall be submitted to the City.

Owners agree to arrange for a pre-construction meeting with the City Engineer and the contractor 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, according to the approved plans.

**FOURTH:** Owners hereby acknowledge the benefit to their property conferred by the construction of the aforementioned and agree and consent to pay the total sum of \$35,357.43 for the construction of said public utilities in lieu of the establishments of any special district by the City. Further, owners acknowledge that the benefit to their property conferred by the improvement is equal to, or in excess of, the aforementioned amount.

**FIFTH:** Owners agree that if, for any reason, the total cost of completion of such improvement shall exceed the sum deposited with the City in accordance with Paragraph SECOND hereof, that Owners will immediately remit such additional amount to the City upon request and City will disburse such additional amount in accordance with Paragraph SECOND hereof. In the event the total cost of completion shall be less than the sum deposited with City in accordance with Paragraph SECOND hereof, City will reimburse to the Owners the excess funds remaining after disbursement of funds.

**SIXTH:** 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 for such public utilities as required by the City Engineer.

CONTRACT FOR INSTALLATION OF MUNICIPAL IMPROVEMENTS  
(PRIVATE AGREEMENT)

PROJECT NO. 99.937.3

PROJECT LOCATION: 209 PARK

COUNCIL RESOLUTION No.

DATE OF COUNCIL APPROVAL:

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

OWNERS

CITY OF TROY

By:

By:

*Andrew V. DeAngelis, Pres.*

Please Print or Type

Matt Pryor, Mayor

*Larry S. Mackenzie*  
LARRY S. MACKENZIE V.P.

Please Print or Type

Tonni Bartholomew, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 25 day of July, A.D. 2001, before me personally appeared ANDRELO DEANGELIS + LARRY MACKENZIE 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, MACOMB County, Michigan

**SHELLEY M PEEK**  
NOTARY PUBLIC MACOMB CO., MI  
MY COMMISSION EXPIRES May 31, 2004

My commission expires: \_\_\_\_\_



July 27, 2001

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager  
Gary A. Shripka, Assistant City Manager/Services  
Steven Vandette, City Engineer

SUBJECT: Private Agreement for Sandalwood South Condominiums  
Project No. 00.930.3

The Engineering Department has reviewed and approved plans for this project, which includes water main, storm sewer, detention, sanitary sewer, sidewalks and paving.

The Owner has provided a Letter of Credit for escrow and cash fees in the amount of the estimated cost of public improvements, as required.

Approval is recommended.

'00 Projects\00.930.3\Private Agreement Cover Letter

CC: Barbara A. Holmes, Deputy City Clerk (Original Agreement)  
James Nash, Financial Services Director  
Tonni Bartholomew, City Clerk  
Carol Anderson, Director of Parks and Recreation  
Mark Miller, Interim Planning Director  
Nino Licari, City Assessor  
William Need, Director of Public Works  
William Jawlik, Inspector Supervisor  
Anderson, Eckstein & Westrick, Inc.  
Sandalwood North L.L.C.

Prepared by: G. Scott Finlay, PE  
Civil Engineer

Enclosed: Private Agreement, Detailed Summary, Sketch, and Suggested Resolution

**CONTRACT FOR INSTALLATION OF MUNICIPAL IMPROVEMENTS  
(PRIVATE AGREEMENT)**

**PROJECT NO. 00.930.3** \_\_\_\_\_

**PROJECT LOCATION: NE ¼ SECTION 3** \_\_\_\_\_

**RESOLUTION NO.** \_\_\_\_\_

**DATE OF COUNCIL APPROVAL:** \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENT;** That the City of Troy, a Michigan Municipal Corporation of the County of Oakland, State of Michigan, hereinafter referred to as "City" and SANDALWOOD SOUTH OF TROY LLC whose address is 46600 Romeo PLANK ROAD, STE. 5, MACOMB, MI 48044 and whose telephone number is 810-263-1203 hereinafter referred to as "Owners".

**WITNESSETH, FIRST:** That the City agrees to allow the installation of water main, storm sewer, detention, sanitary sewer, sidewalks and paving in accordance with plans prepared by Anderson, Eckstein & Westrick, Inc. whose address is 51301 Schoenherr, Shelby Twp., MI 48315 and whose telephone number is (810)726-1234 and approved prior to construction by the City Specifications of the City shall be complied with for this construction.

**SECOND:** That the Owners agree to contribute the approximate contract price of \$603,360.00. This amount will be transmitted to the City Clerk for installation of said improvements in the form of (check one):

<u>Cash</u>	<input type="checkbox"/>
<u>Certificate of Deposit</u>	<input type="checkbox"/>
<u>Irrevocable Bank Letter of Credit</u>	<input checked="" type="checkbox"/>
<u>Check</u>	<input type="checkbox"/>

Said funds shall be placed on deposit with the City upon the execution of this contract and shall be disbursed to the contractor by the City only upon presentation of duly executed waivers of lien and sworn statements satisfactory to the City, and after final inspection and approval by the Engineering Department for the City. In addition, the owners agree to contribute \$92,183.00 cash fee per the attached **Detailed Summary of Required Escrow Deposits and Cash Fees.**

**CONTRACT FOR INSTALLATION OF MUNICIPAL IMPROVEMENTS  
(PRIVATE AGREEMENT)**

**PROJECT NO. 00.930.3** \_\_\_\_\_

**PROJECT LOCATION: NE ¼ SECTION 3** \_\_\_\_\_

**COUNCIL RESOLUTION NO.** \_\_\_\_\_

**DATE OF COUNCIL APPROVAL:** \_\_\_\_\_

**THIRD:** The owners may contract for construction of said improvement or may have the City advertise for bids. In the event the Owners select their own contractor, such contractor shall be subject to prior written approval by the City and completed contract documents shall be submitted to the City.

Owners agree to arrange for a pre-construction meeting with the City Engineer and the contractor 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, according to the approved plans.

**FOURTH:** Owners hereby acknowledge the benefit to their property conferred by the construction of the aforementioned and agree and consent to pay the total sum of \$612,302.00 for the construction of said public utilities in lieu of the establishments of any special district by the City. Further, owners acknowledge that the benefit to their property conferred by the improvement is equal to, or in excess of, the aforementioned amount.

**FIFTH:** Owners agree that if, for any reason, the total cost of completion of such improvement shall exceed the sum deposited with the City in accordance with Paragraph SECOND hereof, that Owners will immediately remit such additional amount to the City upon request and City will disburse such additional amount in accordance with Paragraph SECOND hereof. In the event the total cost of completion shall be less than the sum deposited with City in accordance with Paragraph SECOND hereof, City will reimburse to the Owners the excess funds remaining after disbursement of funds.

**SIXTH:** 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 for such public utilities as required by the City Engineer.



**Detailed Summary of Required Escrow Deposits and Cash Fees**  
Sandalwood South Condominiums - Project No. 00.930.3  
54 Units – Section 3

The estimated costs of public improvements are:

**ESCROW DEPOSITS:**

Sanitary Sewers	60,900
Water Mains	81,450
Storm Sewers	164,200
Rear Yard Drains	
Concrete Pavement	111,914
Grading	12,000
Detention Basin	10,000
Soil Erosion Control Measures	5,580
Monuments and Lot Corner Irons	375
Temporary Access Road	2,000
Wetland Mitigation	19,135
Deceleration on Rochester	26,586
Sidewalks on Rochester	6,720
Sidewalks on site	42,150
Improvement of Open Space	10,000
Decorative Screen Wall	4,950
Boulder Retaining Wall	6,000
Street Light (\$7,000 each)	7,000
Deposit for Repair of Damage to Existing Public Streets Used for Access	32,400
<b>TOTAL ESCROW DEPOSITS:</b>	<b>603,360</b>

**CASH FEES:**

SUB1. Sidewalk Closures:	1,296
SUB3. Water Main Testing and Chlorination:	946
SUB4. Street Name and Traffic Signs:	1,344
SUB6. Landscaping and Screen Planting of Non-access Greenbelt Easement with Berm:	1,200
SUB7. Landscaping and Screen Planting of Detention Basin:	6,510
SUB9. Topsoil, Fertilizer, Seed and Mulch, Right of Way Rochester.	3,111
SUB9. Topsoil, Fertilizer, Seed and Mulch, Right of Way On - Site	8,571
SUB10. Soil Erosion and Sedimentation Control Permits:	1,395
SUB11. Testing Services:	9,050
SUB12. Wetland Mitigation Establishment	19,135
SUB13. Engineering Review and Inspection Fees	29,625
SUB14. Deposit for the Maintenance and Cleaning of Existing Public Streets used for Access:	10,000
<b>TOTAL CASH FEES:</b>	<b>92,183</b>

Storm water detention for this development will be provided by two new private detention basins within the development.



CITY OF TROY

July 30, 2001

2001 JUL 31 A 9 07

CITY MANAGER'S OFFICE

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager  
Gary A. Shripka, Assistant City Manager/Services   
Steven Vandette, City Engineer 

SUBJECT: Private Agreement for Suburban Volvo  
1785 Maplelawn  
Project No. 00.954.3

The Engineering Department has reviewed and approved plans for this project, which includes watermain, storm sewer and paving.

The Developer has provided a check for escrow and cash fees in the amount of the estimated cost of public improvements, as required.

Approval is recommended.

cc: Tonni Bartholomew, City Clerk (Original Agreement)  
James Nash, Financial Services Director

Prepared by: Gary Streight, Civil Engineer

G:\Projects\Projects - 2000\00.954.3\Private Agreement Cover Letter

**CONTRACT FOR INSTALLATION OF MUNICIPAL IMPROVEMENTS  
(PRIVATE AGREEMENT)**

**PROJECT NO. 00.954.3** \_\_\_\_\_

**PROJECT LOCATION: 1785 MAPLELAWN** \_\_\_\_\_

**COUNCIL RESOLUTION NO.** \_\_\_\_\_

**DATE OF COUNCIL APPROVAL:** \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENT;** That the City of Troy, a Michigan Municipal Corporation of the County of Oakland, State of Michigan, hereinafter referred to as "City" and Suburban Maplelawn 3, L.L.C., whose address is 1810 Maplelawn, Troy, MI 48084 and whose telephone number is (248)643-0070 hereinafter referred to as "Owners".

**WITNESSETH, FIRST:** That the City agrees to allow the installation of watermain, pavement and storm sewer in accordance with plans prepared by Spalding DeDecker Associates, Inc., whose address is 905 South Boulevard East, Rochester, MI 48307, and whose telephone number is (248) 844-5400, and approved prior to construction by the City Specifications of the City shall be complied with for this construction.

**SECOND:** That the Owners agree to contribute the approximate contract price of \$20,050.00. This amount will be transmitted to the City Clerk for installation of said improvements in the form of (check one):

- Cash
- Certificate of Deposit
- Irrevocable Bank Letter of Credit
- Check

Said funds shall be placed on deposit with the City upon the execution of this contract and shall be disbursed to the owner by the City only upon presentation of duly executed waivers of lien and sworn statements satisfactory to the City, and after final inspection and approval by the Engineering Department for the City. In addition, the owners agree to contribute the following cash fees:

*	Plan Review and Construction Inspection Fee	\$1,223.05
	Water Main Testing Fee (Separate Check)	<u>650.00</u>
	Street Cleaning/Road Maintenance	
	Miscellaneous Road and Pavement Repair	
	<b>TOTAL:</b>	<b>\$1,873.05</b>
*	6.1% (.061) of approximate contract price	

**CONTRACT FOR INSTALLATION OF MUNICIPAL IMPROVEMENTS  
(PRIVATE AGREEMENT)**

**PROJECT NO. 00.954.3** \_\_\_\_\_

**PROJECT LOCATION: 1785 MAPLELAWN** \_\_\_\_\_

**COUNCIL RESOLUTION NO.** \_\_\_\_\_

**DATE OF COUNCIL APPROVAL:** \_\_\_\_\_

**THIRD:** The owners may contract for construction of said improvement or may have the City advertise for bids. In the even the Owners select their own contractor, such contractor shall be subject to prior written approval by the City and completed contract documents shall be submitted to the City.

Owners agree to arrange for a pre-construction meeting with the City Engineer and the contractor 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, according to the approved plans.

**FOURTH:** Owners hereby acknowledge the benefit to their property conferred by the construction of the aforementioned and agree and consent to pay the total sum of \$21,923.05 for the construction of said public utilities in lieu of the establishments of any special district by the City. Further, owners acknowledge that the benefit to their property conferred by the improvement is equal to, or in excess of, the aforementioned amount.

**FIFTH:** Owners agree that if, for any reason, the total cost of completion of such improvement shall exceed the sum deposited with the City in accordance with Paragraph SECOND hereof, that Owners will immediately remit such additional amount to the City upon request and City will disburse such additional amount in accordance with Paragraph SECOND hereof. In the event the total cost of completion shall be less than the sum deposited with City in accordance with Paragraph SECOND hereof, City will reimburse to the Owners the excess funds remaining after disbursement of funds.

**SIXTH:** 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 for such public utilities as required by the City Engineer.

**CONTRACT FOR INSTALLATION OF MUNICIPAL IMPROVEMENTS  
(PRIVATE AGREEMENT)**

**PROJECT NO. 00.954.3** \_\_\_\_\_

**PROJECT LOCATION: 1785 MAPLELAWN** \_\_\_\_\_

**COUNCIL RESOLUTION NO.** \_\_\_\_\_

**DATE OF COUNCIL APPROVAL:** \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed in duplicate on this 20th day of July, 2001.

OWNERS

CITY OF TROY

By:

By:

*Timothy J. LeRoy*  
Please Print or Type Timothy J. LeRoy  
Secretary-Treasurer

\_\_\_\_\_  
Matt Pryor, Mayor

\_\_\_\_\_  
Please Print or Type

\_\_\_\_\_  
Tonni Bartholomew, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 20th day of July, A.D. 2001, before me personally appeared Timothy J. LeRoy 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.

*Nichole A Barnes*

NOTARY PUBLIC, Oakland County, Michigan

My commission expires: November 14, 2002

**NICHOLE A. BARNES**  
Notary Public, Oakland County, MI  
My Commission Expires 11/14/2002



DETAILED SUMMARY OF REQUIRED ESCROW DEPOSITS AND CASH FEES  
PRIVATE AGREEMENT FOR SUBURBAN VOLVO AT 1785 MAPLELAWN  
PROJECT No. 00.954.3

The estimated costs of public improvements for the above mentioned project are as follows:

**ESCROW DEPOSITS:**

Watermain	\$ 3,000.00
Storm Sewer	\$ 4,000.00
Paving	\$ 13,050.00

**TOTAL ESCROW DEPOSITS:** **\$ 20,050.00**

**CASH FEES:**

Plan Review & Inspection	\$ 1,223.05
Water Main Testing	<u>650.00</u>

**TOTAL CASH FEES:** **\$ 1,873.05**

July 27, 2001

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager  
Gary A. Shripka, Assistant City Manager/Services  
Jeanette Bennett, Purchasing Director  
William R. Need, Public Works Director

SUBJECT: Standard Purchasing Resolution 1: Award To Low Bidder –  
Landscape Services For Stoneridge-Stonecrest Detention Pond

### **RECOMMENDATION**

On July 19, 2001, bids were received to furnish all labor, material, and equipment to Landscape Stoneridge-Stonecrest Detention Pond.

The Public Works Department recommends awarding the contract to the low bidder, Muellers Sunrise Nursery Inc., at an estimated total cost of \$18,000.00, at unit prices contained in the attached bid tabulation opened 7/19/01.

The award is contingent upon the recommended bidder submission of proper contract and bid documents, including insurance certificates and all specified requirements.

In addition, we are requesting authorization to approve additional landscape materials, which may be deemed necessary after the work has commenced; not to exceed 10% of the total project cost.

### **BUDGET**

Funds are available in the Public Works Capital Account, Drains and Retention Ponds, #401516.7989.1000

55 Bids Sent  
12 Bids Rec'd  
6 No Bids

Prepared by: Marina Basta-Farouk, Project Manager

Opening Date -- 7/19/01  
 Date Prepared -- 7/27/2001

CITY OF TROY  
 BID TABULATION  
 LANDSCAPE SERVICES/STONERIDGE POND

SBP 01-26  
 Pg. 1 of 3

VENDOR NAME:

**	<b>MUELLERS</b>	BRUCE M SAUNDERS &
	<b>SUNRISE NURSERY INC</b>	SONS, INC
	382196502	040570435
	\$ 1,800	\$1,966.3

CHECK # :

CHECK AMOUNT:

**PROPOSAL: LANDSCAPE SERVICES**

Furnish all necessary material, labor, and equipment to  
 landscape Stoneridge-Stonedrest Detention Pond

**COMPLETE FOR THE SUM OF:**

**	<b>\$ 18,000</b>	<b>\$ 19,663</b>
----	------------------	------------------

**LANDSCAPE MATERIALS**

PROPOSAL:

**ITEM**

Fraxinus p. "Patmore"  
 Picea abies  
 Forsythia x.l. Beatrix Farrand  
 Lonicera fragrantissima  
 Lonicera heckrottii "Gold Flame"

UNIT PRICE	UNIT PRICE
\$ 340	\$ 400
\$ 195	\$ 190
\$ 35	\$ 46
\$ 50	\$ 53
\$ 25	\$ 18

COMPLETION DATE:

Can Meet  
 Cannot Meet

<b>October 30, 2001</b>	<b>October 30, 2001</b>
XX	XX

SITE INSPECTION: Y/N  
 DATE

YES	YES
7/16/01	7/12/01

INSURANCE:

Can Meet  
 Cannot Meet

XX	XX
----	----

TERMS:

NET 30	NET 30
--------	--------

EXCEPTIONS:

BLANK	BLANK
-------	-------

**NO BIDS:**

JH Hart Co, Inc  
 Dino's Landscaping  
 WF Miller Company  
 Kezco & Associates Landscaping  
 Tri-County Tree Expert Co  
 Industrial Fence Co

\*\* DENOTES LOW BIDDER

**ATTEST:**

Marina Basta Farouk  
 Dana Calhoun  
 Cheryl Morrell  
 Linda Bockstanz

\_\_\_\_\_  
 Jeanette Bennett  
 Purchasing Director

Opening Date -- 7/19/01  
 Date Prepared -- 7/27/2001

CITY OF TROY  
 BID TABULATION  
 LANDSCAPE SERVICES/STONERIDGE POND

SBP 01-26  
 Pg. 2 of 3

VENDOR NAME:	TOMS LANDSCAPING INC	SUPERIOR SCAPE, INC
CHECK # :	122436259	838646223
CHECK AMOUNT:	\$ 2,000	\$ 2,124.35
<b>PROPOSAL: LANDSCAPE SERVICES</b> Furnish all necessary material, labor, and equipment to landscape Stoneridge-Stonedrest Detention Pond		
<b>COMPLETE FOR THE SUM OF:</b>	\$ 19,910	\$ 21,242.53
<b>LANDSCAPE MATERIALS</b> PROPOSAL:	<b>UNIT PRICE</b>	<b>UNIT PRICE</b>
<b>ITEM</b>		
Fraxinus p. "Patmore"	\$ 375	\$ 439.24
Picea abies	\$ 190	\$ 204.84
Forsythia x.l. Beatrix Farrand	\$ 38	\$ 38.35
Lonicera fragrantissima	\$ 38	\$ 53.97
Lonicera heckrottii "Gold Flame"	\$ 12	\$ 20.10
COMPLETION DATE:	<b>October 30, 2001</b>	<b>October 30, 2001</b>
Can Meet	XX	XX
Cannot Meet		
SITE INSPECTION: Y/N	BLANK	YES
DATE		7/17/01
INSURANCE:		
Can Meet	XX	XX
Cannot Meet		
TERMS:	ON COMPLETION	30 DAYS
EXCEPTIONS:	BLANK	BLANK

Opening Date -- 7/19/01  
 Date Prepared -- 7/27/2001

CITY OF TROY  
 BID TABULATION  
 LANDSCAPE SERVICES/STONERIDGE POND

SBP 01-26  
 Pg. 3 of 3

VENDOR NAME:	UNITED LAWNSCAPE INC	CHAS F IRISH CO, INC
CHECK # :	12648	4405071547
CHECK AMOUNT:	\$ 2,445.1	\$ 2,714.5
<b>PROPOSAL: LANDSCAPE SERVICES</b> Furnish all necessary material, labor, and equipment to landscape Stoneridge-Stonedrest Detention Pond		
<b>COMPLETE FOR THE SUM OF:</b>	\$ 24,451	\$ 27,145
<b>LANDSCAPE MATERIALS</b> PROPOSAL:	<b>UNIT PRICE</b>	<b>UNIT PRICE</b>
<b>ITEM</b>		
Fraxinus p. "Patmore"	\$ 541	\$ 400
Picea abies	\$ 227	\$ 160
Forsythia x.l. Beatrix Farrand	\$ 27	\$ 45
Lonicera fragrantissima	\$ 27	\$ 45
Lonicera heckrottii "Gold Flame"	\$ 21	\$ 30
COMPLETION DATE:	<b>October 30, 2001</b>	<b>October 30, 2001</b>
Can Meet	XX	XX
Cannot Meet		
SITE INSPECTION: Y/N	YES	YES
DATE	7/17/01	7/12/01
INSURANCE:		
Can Meet	XX	XX
Cannot Meet	+\$8,000/YR	
TERMS:	BLANK	NET 10 DAYS
EXCEPTIONS:	LISTED IN BID	BLANK

ADVANCED IRRIGATION SYSTEMS INC  
1183 COMBERMERE  
TROY MI 48083-2701

ATTN CHRISTIAN DEL BELLO  
PREMIER LAWN & SNOW, INC  
P O BOX 877  
STERLING HEIGHTS MI 48311

B & L LANDSCAPING  
21151 MEYERS ROAD  
OAK PARK MI 48237-3209

BREAKING GROUND LIFESCAPES  
P O BOX 7545  
BLOOMFIELD MI 48302

BUSHWACKERS LANDSCAPING  
12115 WORMER  
REDFORD MI 48239

BUSY BEAVER TREE SERVICE  
2043 E PARKWAY AVENUE  
BURTON MI 48529

C & H LANDSCAPE  
5220 WILLIAMS LAKE ROAD  
WATERFORD MI 48329-3556

CAL FLEMING LANDSCAPING & TREE SERVICE  
29725 GROESBECK  
ROSEVILLE MI 48066-1980

CAREFREE LAWN CENTER  
2805 VAN HORN  
TRENTON MI 48183

COMMERCIAL LANDSCAPE SUPPLY INC  
1821 REYNOLDS AVE  
IRVINE CA 92614

COMMERCIAL LAWNMOWER  
32098 PLYMOUTH ROAD  
LIVONIA MI 48150-1489

COMMERICAL/ENVIRONMENTAL TURF SERVICES  
149 NORTH PERRY  
PONTIAC MI 48342

COUNTRYSIDE IRRIGATION & SERVICE CO  
28821 JAMES  
WARREN MI 48092

D & B LANDSCAPING  
17276 BURGESS  
DETROIT MI 48219

D & J LAWN AND SNOW SERVICE  
22750 MACOMB INDUSTRIAL DRIVE  
CLINTON TWP MI 48036

DINO'S LANDSCAPING  
7520 PONTIAC TRAIL  
WEST BLOOMFIELD MI 48323

DISCOUNT TREES  
1808 HAGADORN RD  
MASON MI 48864

DISTINCTIVE LANDSCAPES  
7120 SPRING CREST COURT  
CLARKSTON MI 48346

ENGLISH COUNTRYSIDE LANDSCAPE  
49819 SCHOENHERR  
SHELBY TOWNSHIP MI 48315

FOXFIRE LANDSCAPE  
50857 CARD RD  
MACOMB MI 48044-1415

GERLACH LANDSCAPING & GRADING INC  
P O BOX 26227  
FRASER MI 48026-6227

GREAT LAKES LANDSCAPE DESIGN INC  
P O BOX 47715  
OAK PARK MI 48237

GREEN & GROW INC  
P O BOX 426  
STERLING HGTS MI 48311-0426

GREENLANDS LAWN SOLUTIONS  
27527 SCHOOLCRAFT ROAD  
LIVONIA MI 48150-2217

GREENLAWN PRO  
19986 HOLIDAY  
GROSSE POINTE WOODS MI 48236

H & D LAWN MAINTENANCE INC  
12044 PREST  
DETROIT MI 48227

HOLDEN LANDSCAPING  
P O BOX 80334  
ROCHESTER MI 48308

INDUSTRIAL FENCE & LANDSCAPING INC  
32845 CLEVELAND  
ROCKWOOD MI 48173-9602

J H HART URBAN FORESTRY  
P O BOX 222  
BIRMINGHAM MI 48012

J&M EXCAVATING & LANDSCAPING INC  
47515 RYAN ROAD  
SHELBY TWP MI 48317

KEZCO & ASSOCIATES LANDSCAPING INC  
1761 W CLARKSTON ROAD  
LAKE ORION MI 48362

KOCH ENTERPRISES INC  
59700 OMO ROAD  
NEW HAVEN MI 48048

LANDSCAPE SERVICES INC  
22798 INTERSTATE DRIVE  
CLINTON TOWNSHIP MI 48035-3712

LAWN CARE PLUS  
19799 PONCIANA  
REDFORD MI 48240

MARINE CITY NURSERY COMPANY  
P O BOX 189  
MARINE CITY MI 48039

METRO LAWN CARE  
37300 W 8 MILE ROAD  
FARMINGTON HILLS MI 48335

MIDWEST LANDSCAPE GROUP INC  
5470 HURON HILLS DR  
COMMERCE MI 48382

MILLER W F TURF& INDUSTRIAL EQUIPMENT CO  
25125 TRANS-X  
P O BOX 605  
NOVI MI 48376-0605

MUELLERS SUNRISE NURSERY INC  
4343 TWENTY-FOUR MILE ROAD  
SHELBY TOWNSHIP MI 48316-3011

QUALITY LANDSCAPE,FERTILIZING,IRRIGATION  
P O BOX 214869  
AUBURN HILLS MI 48321

R & R PRODUCTS  
3334 E MILBER ST  
TUCSON AZ 85714

RASINS LANDSCAPE INC  
2271 METAMORA ROAD  
OXFORD MI 48371

RODGES & SONS LANDSCAPING & LAWN SERVICE  
517 AUBURN  
PONTIAC MI 48342

S & T LAWN & LANDSCAPE INC  
5580 GATEWOOD STE 106  
STERLING HEIGHTS MI 48312

SCENESCAPE: KODIAK GROUNDS MAINTENANCE  
12776 33 MILE ROAD  
ROMEO MI 48065-5438

SPRINKLER SERVICES CO  
30017 8 MILE ROAD  
P O BOX 530693  
LIVONIA MI 48152-1811

TOM'S LANDSCAPE NURSERY  
4086 ROCHESTER ROAD STE 102  
TROY MI 49098

TORRE & BRUGLIO  
850 FEATHERSTONE  
PONTIAC MI 48342-1723

TRI-COUNTY TREE EXPERT COMPANY  
P O BOX 335  
454 E SAINT CLAIR STREET  
ROMEO MI 48065-0335

TURF GUARD LAWN SPRAYING  
1500 STONE ROWE  
MILFORD MI 48380

TURF TECH INC  
10252 E BIRCH RUN ROAD  
BIRCH RUN MI 48415

UNITED LANDSCAPE INC  
47091 RYAN ROAD  
SHELBY TWP MI 48317

UNITED LAWNSCAPE INC  
47091 RYAN ROAD  
SHELBY TWP MI 48317

UNITED SOILS INC  
16171 31 MILE RD  
RAY TOWNSHIP MI 48096

WILCOX BROTHERS  
85 MINNESOTA  
TROY MI 48083



July 23, 2001

TO: Honorable Mayor and City Council

FROM: John Szerlag, City Manager  
Gary A. Shripka, Assistant City Manager/Services  
Carol K. Anderson, Parks and Recreation Director

SUBJECT: Arbor Day 2002 Proclamation

In order for the City of Troy to be re-certified as Tree City USA by the National Arbor Day Foundation, a Proclamation will need to accompany our application.

Details on the City's Arbor Day celebration will be distributed to Council in the spring of 2002.

Therefore, it is requested that a City Proclamation be issued declaring the observance of Arbor Day in the City of Troy, will be May 3, 2002.

August 1, 2001

**RECEIVED**

TO: Honorable Mayor and City Council

FROM: John Szerlag, City Manager   
William Nelson, Fire Chief   
David Roberts, Assistant Fire Chief 

AUG 01 2001

CITY OF TROY  
CITY MANAGER'S OFFICE

SUBJECT: Troy Daze Fireworks Permit

BACKGROUND

This year's Troy Daze Festival is scheduled to end with a public fireworks display. Michigan's Fireworks Law requires that before anyone can conduct a fireworks display, a permit must be obtained from the local unit of government. The law states that any person or group that would like to conduct a fireworks display must apply to the local unit of government for a permit. The law defines local unit of government as the council or commission of a city or village, or the township board of a township.

With this fact in mind, the vendor selected to conduct this year's fireworks display, Melrose Pyrotechnics, Inc., of Kingsbury, Indiana, along with the Troy Daze Advisory Committee, is requesting the Troy City Council to grant a permit to address a one day test shoot, at a date to be determined, and the actual event to take place on Sunday, September 16, 2001. City Council has previously granted permission for the fireworks display on January 22, 2001. The purpose of this item is to issue the permit to the vendor.

The Fire Department has worked closely with the Troy Daze Advisory Committee and other involved City departments for the past couple of years to plan for this event and will continue to participate to help insure that it is a safe and enjoyable event for everyone.

RECOMMENDATION

Staff recommends that City Council issue a fireworks permit to Melrose Pyrotechnics, Inc., for both the test shoot and the fireworks display. Enclosed for Council's review is the permit application and permit to be signed and issued. If there are any questions regarding this matter, please contact the Fire Department.

Copy: Bob Berk, Chairman, Troy Daze Advisory Committee

P.O. Box 302, Kingsbury, IN 46345  
Telephone (219) 393-5522 (800) 771-7976  
Fax (800) 775-7976  
e-mail sales@melrosepyro.com

## Melrose Pyrotechnics, Inc.

# Fax

To: Fire Marshal Dave Roberts	From: Kathy McWherter
Company: City of Troy	Company: Melrose Pyrotechnics, Inc.
Fax: (248) 689-7520	Date: August 1, 2001
Re: Fireworks Permit	Pages: 3

Please find attached the permit application for the September 16th fireworks display in conjunction with Troy Daze.

Once the permit has been approved, I would appreciate it if you would please fax a copy back to me for our files.

If you have any questions, please don't hesitate to call me at any time.

Thank you.

**APPLICATION**  
**FOR FIREWORKS DISPLAY PERMIT**  
 Act 36, P.A. 1976

DATE OF APPLICATION

August 1, 2001

1. TYPE OF DISPLAY



Public Display



Agricultural Pest Control

2. APPLICANT

NAME OF PERSON

Melrose Pyrotechnics, Inc.

ADDRESS

P.O. Box 302, Kingsbury, Indiana 46345

AGE: Must be 18 or over

IF A CORPORATION: Name of President

Michael Cartolano

ADDRESS

P.O. Box 302, Kingsbury, Indiana 46345

3. PYROTECHNIC OPERATOR

NAME OF PERSON

Mike Van Loo

ADDRESS

P.O. Box 123, Belding, Michigan 48809

AGE: Must be 18 or over

31

EXPERIENCE:

NUMBER OF YEARS  
13 YearsNUMBER OF DISPLAYS  
500+

WHERE

Michigan, Illinois, Indiana, Kentucky, Ohio

NAMES OF ASSISTANTS:

NAME

John Klapko

ADDRESS

P.O. Box 123, Belding, Michigan 48809

AGE:

37

NAME

Mike Dasen

ADDRESS

P.O. Box 123, Belding, Michigan 48809

AGE:

38

4. NON-RESIDENT APPLICANT

NAME

ADDRESS

Name of Michigan Attorney or Resident Agent

Mike Van Loo

ADDRESS

P.O. Box 123, Belding, Michigan 48809

TELEPHONE NUMBER

(616) 794-0205

5. EXACT LOCATION

DATE Test date to be determined and  
September 16, 2001

TIME

Dusk

6. NUMBER AND KINDS OF FIREWORKS TO BE DISPLAYED

Approximately 1750 aerial display shells ranging in size from 1½ inches to 4 inches in diameter

MANNER &amp; PLACE OF STORAGE PRIOR TO DISPLAY

No storage necessary, delivered on date of display.

Subject to Approval of Local Fire Authorities

A. AMOUNT OF BOND OR INSURANCE

to be set by municipality

7. FINANCIAL RESPONSIBILITY

\$ 5,000,000.00

B. BONDING CORPORATION OR INSURANCE COMPANY: NAME

Britton-Gallagher &amp; Associates

ADDRESS

6240 SOM Center Rd., Cleveland, OH 44139

# PERMIT FOR FIREWORKS DISPLAY

Act 358, P.A. 1968

This permit is not transferable. Possession of this permit by the herein named person will authorize him to possess, transport and display fireworks in the amounts, for the purpose, and at the place listed below only.

TYPE OF DISPLAY:

Public Display

Agricultural Pest Control

ISSUED TO:

NAME  
Melrose Pyrotechnics, Inc. / Mike Van Loo, Event Producer

ADDRESS  
P.O. Box 302, Kingsbury, Indiana 46345

AGE

REPRESENTING:

NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION  
City of Troy / Troy Daze Committee

ADDRESS  
500 W. Big Beaver Road, Troy, MI 48084

NUMBER & TYPES OF FIREWORKS:

Approximately 1750 aerial display shells ranging in size from 1 1/4 inches to 4 inches in diameter.

DISPLAY:

EXACT LOCATION

CITY, VILLAGE, TOWNSHIP

DATE

TIME

BOND OR INSURANCE FILED:

YES

NO

AMOUNT

ISSUED BY:

Issued by action of the \_\_\_\_\_  
(council, commission, board)

of the \_\_\_\_\_ of \_\_\_\_\_  
(city, village, township) (name of city, village, township)

on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
(signature & position of council, commission or board representative)

## BOARDS AND COMMITTEES VACANCIES

The appointment of new members to all of the listed board and committee vacancies will require only one motion and vote by City Council. Council members submit recommendations for appointment. When the number of submitted names exceed the number of positions to be filled, a separate motion and roll call vote will be required (current process of appointing). Any board or commission with remaining vacancies will automatically be carried over to the next Regular City Council Meeting Agenda.

The following boards and committees have expiring terms and/or vacancies. Bold red lines indicate the number of appointments required:

### Advisory Committee for Persons with Disabilities

Appointed by Council (9) - 3 years

Term Expires 7-01-2002 (Student)

Term Expires 7-01-2002 (Student)

PHONE	NAME	ADDRESS	TERM EXPIRES
689-9098	Mary Ann Butler (Alternate)	1060 Glaser, 98	Nov. 1, 2003
649-3542 248-816-1900B	Sharon M. Connelly	1638 Martinique, 84	Nov. 1, 2002
248-526-3088B	Philip D'Anna	5149 Westmoreland, 98	Nov. 1, 2001
689-1457	Angela Done	2304 Academy, 83	Nov. 1, 2002
740-8983	Nancy Johnson	1461 Lamb, 98	Nov. 1, 2003
813-9575 258-2500B	Leonard Bertin	5353 Rochester, 98	Nov. 1, 2002
641-7764 313-496-2686B	Dick Kuschinsky	5968 Whitfield, 98	Nov. 1, 2001
680-1233	Theodora House	301 Belhaven, 98	Nov. 1, 2003
952-0484	Jerry Ong (Student)	1903 Fleetwood, 98	July 1, 2001
528-3133 248-696-2140B	Nancy Sura, Ch	1436 Welling, 98	Nov. 1, 2001
740-1231	Shreyas Patel (Student)	43 Crestfield, 98	July 1, 2001
641-9538	John J. Rogers	5925 Whitfield, 98	Nov. 1, 2003
362-0671	Cynthia Buchanan (Alternate)	840 Huntsford, 84	Nov. 1, 2003
680-0325	Kul B. Gauri (Alternate)	5305 Greendale, 98	Nov. 1, 2003

## CATV Advisory Committee

Appointed by Council (7) - 3 years

Term expires 7-01-2002 (Student)

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
689-8176	Alex Bennett	1065 Arthur, 83	Sept. 30, 2003
879-8657	Jerry L. Bixby	6228 Crooks, 98	Feb. 28, 2003
689-3430	Michael J Farrug	6781 Little Creek Ct., 98	Nov. 30, 2002
689-2528	Richard Hughes	1321 Roger Ct., 83	Feb. 28, 2003
952-5122	Kyleen Krstich (Student)	2033 Sundew, 98	July 01, 2001
643-8250	Frank Smith	2020 Dorchester #103, 84	Feb. 28, 2004
879-0793	W. Kent Voigt	2620 Coral, 98	Feb. 28, 2004
649-6578	Bryan H. Wehrung	3860 Edgemont, 84	Feb. 28, 2002

## Civil Service Commission (Act 78)

1 – Mayor, 1 – Police and Fire Depts, 1 – Civil Service

Appointed by Council (3)-6 years

Term expires 4-30-2002

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
649-9308 H 734-525-4452 W	David C. Cannon	3339 Medford, 84 (Mayor)	Apr. 30, 2006
643-6002	Donald E. McGinnis, Jr Ch.	1721 Crooks, 84 (P&F)	Apr. 30, 2004
642-6747 H 224-0809 B	Gary A. Sirotti Resigned 7/02/01	4032 Rouge Circle, 98(C.S.)	Apr. 30, 2002

Mr. Sirotti has moved from Troy.

## Economic Development Corporation

Mayor, Council Approval (9) -6 years

Term expires 4-30-2005

PHONE	NAME	ADDRESS	TERM EXPIRES
879-5725H 313-225-9095B	Kenneth Bluhm	6187 Brittany Tree, 98	Apr. 30, 2006
641-7676 H 362-3600 B	Robert S. Gigliotti	2381 Hidden Pine, 98	Apr. 30, 2002
879-9104 H 524-3364 B	Laurence Keisling <b>Retired 7/02/01</b>	6321 Sandshores, 98	Apr. 30, 2005
524-0877 H 524-3311 B	Leger (Nino) Licari	4533 Post, 98	Apr. 30, 2004
643-0332 H 739-4254 B	Michael Parker	2524 Kingston, 84	Apr. 30, 2007
641-7339H 879-0500B	Stuart F. Redpath	1679 Greenwich, 98	Apr. 30, 2003
649-9612 H 205-2748B	James A Rocchio	2810 Waterloo, 84	Apr. 30, 2003
689-7235	Charles Salgat, Ch	2651 Winter, 83	Apr. 30, 2004
362-5385 H 540-2300 B	John Sharp	3362 Muerknoll, 84	Apr. 30, 2003

## Historical Commission

Appointed by Council (7)- 3 years

Term expires 7-01-2002 (Student)

Term expires 7-31-2004

		ADDRESS (Voters)	TERM EXPIRES
879-0195	Edward Bortner	193 Hurst, 98	July 31, 2002
649-5074H 810-497-5333B	Roger Kaniarz	4350 Stonehenge, 98	July 31, 2002
879-8659	Cynthia Kmett	1168 Snead, 98	July 21, 2001
641-1962	Rosemary Kornacki	4648 Rivers Edge, 98	July 31, 2002
879-6168	Jeannine Kufta (Student)	683 Sylvanwood, 98	July 01, 2001
828-3632H 753-2408B	Kevin Lindsey	6890 Norton, 98	July 31, 2003
879-6567	Muriel W. Rounds	6291 Ledwin, 98	July 31, 2003
689-1249	Brian J. Wattles	3864 Livernois, 83	July 31, 2004

Cynthia Kmett **does not** wish to be reappointed.

## Liquor Committee

Appointed by Council (7) - 3 years

Term Expires 7-01-2002 (Student)

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
879-0817H 689-5900W	Max K. Ehlert	6614 Northpoint, 98	Jan. 31, 2002
689-4614H 810 575-2648B	W. S. Godlewski	2784 Whitehall, 48098	Jan. 31, 2002
828-7436	James C. Moseley	1687 White Birch Ct.,98	Jan. 31, 2003
689-8092	James R. Peard	4549 Post, 98	Jan. 31, 2003
642-1887H 647-9099W	Thomas G. Sawyer, Jr., Ch.	895 Norwich, PO 99236,Troy 48099	Jan. 31, 2003
649-7480	David J. Balagna	1822 Wilmet, 98	Jan. 31, 2003
689-1099	John J. Walker	94 Evaline, 98	Jan. 31, 2003
641-8432	Jennifer Gilbert (Student)	4808 Rivers Edge, 98	July 1, 2001
524-3477	Capt. Dane Slater	Police Department	(Ex-officio)

## Parks and Recreation Committee

Appointed by Council (9) - 3 years

Term expires 7-01-2002 (Student)

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
828-8940	Douglas M. Bordas, Ch.	5902 Cliffside, 98	Sept. 30, 2002
879-2977	Haley Byrd (Student)	200 Nottingham, 98	July 01, 2001
828-4361	Kathleen M. Fejes	6475 Elmoor, 98	Sept. 30, 2001
644-6744	John F. Goetz, Jr	2539 Black Pine, 98	Sept. 30, 2003
689-3794	Gary Hauff (School Rep)	3794 Wayfarer, 83	July 31, 2001
879-9314	Lawrence Jose (Sr. Rep.)	5581 Livernois, 98	Apr. 30, 2003
828-8084	Orestes (Rusty) Kaltsounis	6798 Jasmine, 98	Sept. 30, 2003
649-4948	Tom Krent	3184 Alpine, 84	Sept. 30, 2001
879-1466	Robert J. O'Brien	6285 Brookings, 98	Sept. 30, 2002
689-2074H 569-8454B	Jeffrey Stewart (Troy Daze Representative)	884 Hidden Ridge, 83	Sept. 30, 2003
524-3484	Carol Anderson	Parks & Rec. Dir.	(Ex-officio)

## Traffic Committee

Appointed by Council (7) – 3 years

Term Expires 7-01-2002 (Student)

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
649-2319	David Allen (Student)	3755 Ledge Ct., 84	July 01, 2001
879-0103	John Diefenbaker	5697 Wright, 98	Jan. 31, 2003
879-0250H 663-5055B	Eric S Grinnell	406 E Square Lake, 84 <b>MAIL TO:</b> PO Box 99417 Troy MI 48099	Jan. 31, 2003
689-1223	Lawrence Halsey	663 Vanderpool, 83	Jan. 31, 2003
689-9401H (313)665-4284B	Jan L. Hubbell	1080 Glaser, 98	Jan. 31, 2002
524-1595	Richard A. Kilmer	62 Hickory, 83	Jan. 31, 2002
689-0217H 223-2303B	Michael Palchesko	36 Randall, 98	Jan. 31, 2002
524-9062H 689-2920B	Charles A. Solis, Ch.	1866 Crimson, 83	Jan. 31, 2003
524-3379	John Abraham	Traffic Engineer	(Ex-officio)
524-3443	Charles Craft	Police Chief	(Ex-officio)
524-3419	William Nelson	Fire Chief	(Ex-officio)

## Troy Daze Committee

Appointed by Council (9) - 3 years

Term expires 7-01-2002 (Student)

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
528-0155 H 322-9813B	Robert A. Berk	726 Thurber, 98	Nov. 30, 2003
879-9030H 879-0272B	Sue Bishop	6109 Emerald Lake, 98	Nov. 30, 2001
528-1551	Jim D. Cyrulewski.	626 Randall, 98	Nov. 30, 2001
689-9244	Cecile Dilley	2722 Sparta, 83	Nov. 30, 2001
828-8084	Kessie Kaltsounis	6798 Jasmine, 98	Nov. 30, 2002
879-6958H 354-3710B	Richard L. Tharp	6881 Westaway Dr.98	Nov. 30, 2003
649-4345H 944-5968B	William F Hall	1891 Kirts, Apt 215, 84	Nov. 30, 2002
689-2074H 569-8454B	Jeffrey Stewart (Repr to Parks/Rec Board)	884 Hidden Ridge, 83	Sept. 30, 2003

879-3710	Eldon Thompson	6500 Denton, 98	<b>Nov. 30, 2002</b>
952-1732	Cheryl A Kaszubski	1878 Freemont, 98	<b>Nov. 30, 2003</b>
952-1763	Rebecca Mill (Student)	1478 Brentwood, 98	July 1, 2001

# DIRECTORY OF CITY OFFICIALS

## CITY COUNCIL

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
879-3896 879-3896 Fax	Matt Pryor, Mayor	6892 Coolidge, 48098	<b>April, 2004</b>
879-8898 879-8898 Fax	Robin Beltramini	6564 Parkview, 48098	<b>April, 2004</b>
643-6653 643-6653 Fax	Martin F. Howrylak	3035 Newport Ct, 48084	<b>April, 2003</b>
952-1732 649-3808B 952-1732Fax	Thomas S Kaszubski	1878 Freemont, 48098	<b>April, 2002</b>
879-5596H 800-262-6285B 734-629-0679F	David Lambert	1188 Player, 48098	<b>April, 2004</b>
879-6816 813-9875 Fax	Anthony N. Pallotta	6484 Elmoor, 48098-1898	<b>April, 2003</b>
879-0342 813-9746 Fax	Louise E. Schilling	6010 Canmoor, 48098-1817	<b>April, 2002</b>

### ADVISORY COMMITTEE FOR PERSONS WITH DISABILITIES

Appointed by Council (9)

9 Regular Members, 3 Alternates

3 years

(First Wednesday)

PHONE	NAME	ADDRESS	TERM EXPIRES
689-9098	Mary Ann Butler (Alternate)	1060 Glaser, 98	<b>Nov. 1, 2003</b>
649-3542 248-816-1900B	Sharon M. Connelly	1638 Martinique, 84	<b>Nov. 1, 2002</b>
248-526-3088B	Philip D'Anna	5149 Westmoreland, 98	<b>Nov. 1, 2001</b>
689-1457	Angela Done	2304 Academy, 83	<b>Nov. 1, 2002</b>
740-8983	Nancy Johnson	1461 Lamb, 98	<b>Nov. 1, 2003</b>
813-9575 258-2500B	Leonard Bertin	5353 Rochester, 98	<b>Nov. 1, 2002</b>
641-7764 313-496-2686B	Dick Kuschinsky	5968 Whitfield, 98	<b>Nov. 1, 2001</b>
680-1233	Theodora House	301 Belhaven, 98	<b>Nov. 1, 2003</b>
952-0484	Jerry Ong (Student)	1903 Fleetwood, 98	<b>July 1, 2001</b>
528-3133 248-696-2140B	Nancy Sura, Ch	1436 Welling, 98	<b>Nov. 1, 2001</b>
740-1231	Shreyas Patel (Student)	43 Crestfield, 98	<b>July 1, 2001</b>
641-9538	John J. Rogers	5925 Whitfield, 98	<b>Nov. 1, 2003</b>
362-0671	Cynthia Buchanan (Alternate)	840 Huntsford, 84	<b>Nov. 1, 2003</b>
680-0325	Kul B. Gauri (Alternate)	5305 Greendale, 98	<b>Nov. 1, 2003</b>

**ADVISORY COMMITTEE FOR SENIOR CITIZENS**  
**(First Thursday)**

**Appointed by Council (9)**  
**3 Years**

PHONE	NAME	ADDRESS	TERM EXPIRES
646-3267	Steven M. Banch	2731 W. Wattles, 98	<b>Apr. 30, 2004</b>
643-0158	Jane Crowe	1984 Muer, 84	<b>Apr. 30, 2004</b>
879-2887	Merrill W. Dixon	5974 Diamond, 98	<b>Apr. 30, 2003</b>
689-6572	Ed Forst	2731 Dover, 83	<b>Apr. 30, 2004</b>
879-6433	Marie Hoag	6408 Vernmoor, 98	<b>Apr. 30, 2003</b>
879-9314	Lawrence F. Jose	5581 Livernois, 98	<b>Apr. 30, 2003</b>
689-2210	David S. Ogg	3951 Forge, 48083	<b>Apr. 30, 2002</b>
689-2741	Josephine Rhoads	4226 Gatesford, 98	<b>Apr. 30, 2002</b>
828-7072	William Weisgerber	2475 Charnwood, 98	<b>Apr. 30, 2002</b>

**ANIMAL CONTROL APPEAL BOARD**

**Appointed by Council (5)**  
**3 years**

PHONE	NAME	ADDRESS	TERM EXPIRES
879-0100	Harriet Barnard, Ch	5945 Livernois, 98	<b>Sept. 30, 2002</b>
1-800-428-1287 Day Time Only	Leith Gallaher	491 Troywood, 83	<b>Sept. 30, 2003</b>
879-6576	Kathleen Melchert	6385 Tutbury, 98	<b>Sept. 30, 2001</b>
643-6849	Warren Packard	4200 Beach, 98	<b>Sept. 30, 2003</b>
689-1697	Jayne Saeger	1740 Westwood, 83	<b>Sept. 30, 2002</b>

**BOARD OF CANVASSERS**

**Appointed by Council (4)**  
**4 years**

PHONE	NAME	ADDRESS	TERM EXPIRES
680-8870	Gary Kohut (D)	2414 John R Apt A203, 83	<b>Dec. 31, 2001</b>
879-9776	Mary Shiner(R)	5456 Patterson, 98	<b>Dec. 31, 2001</b>
879-0950	Rolland Ersin (D)	6301 Atkins, 98	<b>Dec. 31, 2003</b>
644-1038	Carole Webb (R)	2434 Hampton, 84	<b>Dec. 31, 2003</b>

**BOARD OF REVIEW****Mayor, Council approval (3)**  
**3 years**

PHONE	NAME	ADDRESS	TERM EXPIRES
879-0531H 828-4303B	James Edward Hatch	5552 Larkins Dr., 98	Jan. 31, 2003
643-6653H 512-3110B	Frank J. Howrylak	3035 Newport Ct., 84	Jan. 31, 2003
647-3490	Eileen Turner	1810 Witherbee, 84	Jan. 31, 2002

**BOARD OF ZONING APPEALS****(Third Tuesday)****(2 - Planning ; 1 Rep, 1 Alternate Rep for a 1 yr term)****Appointed by Council (7)**  
**3 years**

PHONE	NAME	ADDRESS	TERM EXPIRES
879-1733	Kenneth L. Courtney Ch	P O Box 53, Troy, 48099-0053	Apr. 30, 2004
828-4361	Christopher Fejes	6475 Elmoor, 98	Apr. 30, 2003
689-8908H 879-3400B	Marcia Gies	4801 Heatherbrook, 98	Apr. 30, 2004
649-2115	Mark Maxwell	4164 Wentworth 98	Apr. 30, 2002
641-7582	Michael Hutson	2396 Ridge, 98	Apr. 30, 2003
879-5193H 458-5900 Ext 610B	Matthew Richard Kovacs	5621 Livernois, 98	Apr. 30, 2002
879-8529	Walter A. Storrs III (Plng. Rep)	5676 Martell, 98	Dec. 31, 2001
642-9737	David Waller (Alt. Plng Rep)	2921 Townhill, 84	Dec. 31, 2001

**BROWNFIELD REDEVELOPMENT AUTHORITY**  
**(Created 1999)****Mayor, Council Approval (7)**  
**3 years**

PHONE	NAME	ADDRESS	TERM EXPIRES
641-8123	Arthur Cotsonika	5299 Beach, 98	Apr. 30, 2003
680-0400	Bruce J. Wilberding	3762 Boulder, 84	Apr. 30, 2004
879-0967	Victor Lenivov	1929 Hopedale Dr., 98	Apr. 30, 2004
879-8686 680-6583B	Leon E. Sowell	5845 Glasgow Ct., 98	Apr. 30, 2002
643-4433	Robert D. Swartz	3616 Balfour Dr., 84	Apr. 30, 2002
641-8511	Kenneth F Wheeler	5355 Beach Rd., 98	Apr. 30, 2002
828-7625 828-7082 Fax pmu51@hotmail. com	Lon M. Ullmann	5621 Willow Grove, 98	Apr. 30, 2003

**BUILDING CODE BOARD OF APPEALS****(First Wednesday)****(Public Works Director – Ordinance; Building/Zoning Director- Ordinance,  
Fire Chief – Ordinance, Oakland Cty Health Dept – Ordinance)****Chapter 79, Sec. 124.2 (5)****5 years**

PHONE	NAME	ADDRESS	TERM EXPIRES
689-0743	Theodore D. Dziurman, Ch	4228 Allegheny, 98	<b>July 31, 2003</b>
524-3492	William R. Need	Public Works Director	<b>(Ordinance)</b>
524-3419	William Nelson	Fire Chief	<b>(Ordinance)</b>
524-3344	Mark Stimac	Building and Zoning Director	<b>(Ordinance)</b>
424-7091	Ghazanfar Ali Shah	O.C. Health Department	<b>(Ordinance)</b>
424-7069	Thomas G. Smith	O.C. Health Department	<b>(Ordinance)</b>

**CATV ADVISORY COMMITTEE****Appointed by Council (7)****3 years**

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
689-8176	Alex Bennett	1065 Arthur, 83	<b>Sept. 30, 2003</b>
879-8657	Jerry L. Bixby	6228 Crooks, 98	<b>Feb. 28, 2003</b>
689-3430	Michael J Farrug	6781 Little Creek Ct., 98	<b>Nov. 30, 2002</b>
689-2528	Richard Hughes	1321 Roger Ct., 83	<b>Feb. 28, 2003</b>
952-5122	Kyleen Krstich (Student)	2033 Sundew, 98	<b>July 01, 2001</b>
643-8250	Frank Smith	2020 Dorchester #103, 84	<b>Feb. 28, 2004</b>
879-0793	W. Kent Voigt	2620 Coral, 98	<b>Feb. 28, 2004</b>
649-6578	Bryan H. Wehrung	3860 Edgemont, 84	<b>Feb. 28, 2002</b>

**CHARTER REVISION COMMITTEE****Appointed by Council (7)****3 years**

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
879-9449	Lillian Barno	1500 Three Lakes, 98	<b>Apr. 30, 2003</b>
649-6090 B	Daniel H. Bliss	3552 Edgemont, 84	<b>Apr. 30, 2003</b>
689-9463	Shirley Kanoza	2317 Niagara, 83	<b>Apr. 30, 2004</b>
433-1348	Diane Kasunic	3036 Oakhill, 84	<b>Apr. 30, 2004</b>
540-1606	Robert Noce	2850 Orchard Trail, 98	<b>Apr. 30, 2003</b>
649-2018	Mark R. Solomon	2109 Golfview, #102, 84	<b>Apr. 30, 2002</b>
588-5619	Cynthia A. Wilsher	369 E. Maple, 83	<b>Apr. 30, 2002</b>

CIVIL SERVICE COMMISSION (Act 78)

Appointed by Council (3)

(1 – Mayor, 1 – Police and Fire Depts, 1 – Civil Service) 6 years

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
649-9308 H 734-525-4452 W	David C. Cannon	3339 Medford, 84 (Mayor)	Apr. 30, 2006
643-6002	Donald E. McGinnis, Jr Ch.	1721 Crooks, 84 (P&F)	Apr. 30, 2004
642-6747 H 224-0809 B	Gary A. Sirotti <b>(Resigned)</b>	4032 Rouge Circle, 98(C.S.)	Apr. 30, 2002

DOWNTOWN DEVELOPMENT AUTHORITY

Mayor, Council Approval (12)

4 years

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
354-9770	Garry G. Carley	Heathers Club 900 Upper Scotsborough Way Bloomfield Hills, 48304	Sept. 30, 2001
879-2450	Philip Goy	380 Tara, 98	Sept. 30, 2001
879-6439 526-0576B	William Kennis	249 W. Hurst, 98	Sept. 30, 2002
680-7180	Alan M. Kiriluk , Ch	101 W. Big Beaver, Ste.200, 84	Sept. 30, 2003
827-4600	G. Thomas York	Forbes/Cohen-100 Galleria Office Center, Ste. 427, Southfield, 48037	Sept. 30, 2003
524-3244	Daniel MacLeish	650 E. Big Beaver, Ste. F, 84	Sept. 30, 2001
258-5734 689-1200 B	Clarke B. Maxson	1091 Oxford, Birmingham 48009 Office 201 W. Big Beaver Ste. 125, Troy 84	Sept. 30, 2003
879-8695	Carol A. Price	6136 Sandshores, 98	Sept. 30, 2003
879-6033	Ernest C. Reschke	6157 Walker, 98	Sept. 30, 2002
649-2924	Stuart Frankel	3221 W. Big Beaver, Ste. 106, 84	Sept. 30, 2003
952-1952H 391-3777B	Michael W. Culpepper	1236 Autumn Dr.,98	Sept. 30, 2003
879-2646 H 689-6555 B	Douglas J. Schroeder	2783 Homewood Dr., 98	Sept. 30, 2002
879-3896	Matt Pryor	6892 Coolidge, 98	Sept. 30, 2002

**Student Representative position has been canceled due to a conflict of schedule's per Council on 11/20/00**

**ECONOMIC DEVELOPMENT CORPORATION**

**Mayor, Council Approval (9)**  
**6 years**

PHONE	NAME	ADDRESS	TERM EXPIRES
879-5725H 313-225-9095B	Kenneth Bluhm	6187 Brittany Tree, 98	Apr. 30, 2006
641-7676 H 362-3600 B	Robert S. Gigliotti	2381 Hidden Pine, 98	Apr. 30, 2002
879-9104 H 524-3364 B	Laurence Keisling <b>(Retired)</b>	6321 Sandshores, 98	Apr. 30, 2005
524-0877 H 524-3311 B	Leger (Nino) Licari	4533 Post, 98	Apr. 30, 2004
643-0332 H 739-4254 B	Michael Parker	2524 Kingston, 84	Apr. 30, 2007
641-7339H 879-0500B	Stuart F. Redpath	1679 Greenwich, 98	Apr. 30, 2003
649-9612H 205-2748B	James A Rocchio	2810 Waterloo, 84	Apr. 30, 2003
689-7235	Charles Salgat, Ch	2651 Winter, 83	Apr. 30, 2004
362-5385 H 540-2300 B	John Sharp	3362 Muerknoll, 84	Apr. 30, 2003

**ELECTION COMMISSION**  
**(City Clerk – Charter)**

**Appointed by Council (3)**  
**1 year**

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
952-5708 H	David C. Anderson (R)	2361 Oak Ridge, 98	Jan. 31, 2002
879-0912	Timothy Dewan (D)	6234 Crescent Way, 98	Dec. 31, 2001
524-3318	Tonni L. Bartholomew, Ch.	City Clerk	(Charter)

**HISTORICAL COMMISSION**  
**(Fourth Tuesday)**

**Appointed by Council (7)**  
**3 years**

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
879-0195	Edward Bortner	193 Hurst, 98	July 31, 2002
649-5074H 810-497-5333B	Roger Kaniarz	4350 Stonehenge, 98	July 31, 2002
879-8659	Cynthia Kmett	1168 Snead, 98	July 31, 2001
641-1962	Rosemary Kornacki	4648 Rivers Edge, 98	July 31, 2002
879-6168	Jeannine Kufta <b>(Student)</b>	683 Sylvanwood, 98	July 01, 2001
828-3632H 753-2408B	Kevin Lindsey	6890 Norton, 98	July 31, 2003
879-6567	Muriel W. Rounds	6291 Ledwin, 98	July 31, 2003
689-1249	Brian J. Wattles	3864 Livernois, 83	July 31, 2004

**HISTORIC DISTRICT COMMISSION**  
**(Fourth Tuesday)**  
**(One member must be an architect)**

**Appointed by Council (7)**  
**3 years**

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
879-9494H 366-1224B	Marjorie A. Biglin	5863 Cliffside, 98	March 1, 2004
689-7031	Kevin Danielson	210 Paragon, 98	May 15, 2003
619-7119H 362-2888B	David J. Eisenbacher	1863 Lakewood, 83	March 1, 2002
645-2187H	Paul C. Lin	1599 Witherbee, 84	May 15, 2003
828-0618	William G. Martin, Ch.	138 E. Square Lake, 98	March 1, 2004
524-1874H	Jacques O. Nixon	1035 Milverton, 83	March 1, 2002
689-0516	Dorothy Scott	129 Belhaven, 98	May 15, 2003

**LIBRARY BOARD**  
**(Second Thursday)**

**Appointed by Council (5)**  
**3 years**

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
643-7152H 313-226-8614B	David Cloyd	1737 Chatham Dr., 84	Apr. 30, 2003
689-6735	Margaret Gaffney	2467 London, 98	Apr. 30, 2002
641-0248	Michael Gladysz (Student)	4633 Riverchase, 98	Dec. 31, 2001
689-2623	Lynne R. Gregory	2244 Niagara, 83	Apr. 30, 2004
879-8045	Fern Nelsen	2567 Coral, 98	Apr. 30, 2002
641-8511	Nancy D. Wheeler, Pres.	5355 Beach, 98	Apr. 30, 2004

**LIQUOR COMMITTEE**  
**(Second Monday)**  
**(Captain, Police Department – Ex-officio)**

**Appointed by Council (7)**  
**3 years**

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
879-0817H 689-5900W	Max K. Ehlert	6614 Northpoint, 98	Jan. 31, 2002
689-4614H 810 575-2648B	W. S. Godlewski	2784 Whitehall, 48098	Jan. 31, 2002
828-7436	James C. Moseley	1687 White Birch Ct.,98	Jan. 31, 2003
689-8092	James R. Peard	4549 Post, 98	Jan. 31, 2003
642-1887H 647-9099W	Thomas G. Sawyer, Jr., Ch.	895 Norwich, PO 99236,Troy 48099	Jan. 31, 2003
649-7480	David J. Balagna	1822 Wilmet, 98	Jan. 31, 2003
689-1099	John J. Walker	94 Evaline, 98	Jan. 31, 2003
641-8432	Jennifer Gilbert (Student)	4808 Rivers Edge, 98	July 1, 2001
524-3477	Capt. Dane Slater	Police Department	(Ex-officio)

**MUNICIPAL BUILDING AUTHORITY**  
**(Finance Director)**

**Appointed by Council (5)**  
**3 years**

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
828-3995H 810-492-2885B	Robert J. Krokosky	944 Bridgetown, 98	Jan. 31, 2002
879-0797	John A. Gleeson	6186 Elmoor, 98	Jan. 31, 2002
524-3319	John M. Lamerato		Jan. 31, 2003
641-7510	Frank A. Taube III	2488 Tall Oak Dr. 98	Jan. 01, 2003
362-0813	William S. McCain Ch.	3767 Old Creek, 84	Jan. 31, 2003

**PARKS AND RECREATION BOARD**  
**(Second Thursday)**  
**(School - 1 year, Senior - 1 year, Museum Bd. -1 Troy Daze -1)**  
**Parks and Recreation Director – Ex-officio)**

**Appointed by Council (9)**  
**3 years**

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
828-8940	Douglas M. Bordas, Ch.	5902 Cliffside, 98	Sept. 30, 2002
879-2977	Haley Byrd (Student)	200 Nottingham, 98	July 01, 2001
828-4361	Kathleen M. Fejes	6475 Elmoor, 98	Sept. 30, 2001
644-6744	John F. Goetz, Jr	2539 Black Pine, 98	Sept. 30, 2003
689-3794	Gary Hauff (School Rep)	3794 Wayfarer, 83	July 31, 2001
879-9314	Lawrence Jose (Sr. Rep.)	5581 Livernois, 98	Apr. 30, 2003
828-8084	Orestes (Rusty) Kaltsounis	6798 Jasmine, 98	Sept. 30, 2003
649-4948	Tom Krent	3184 Alpine, 84	Sept. 30, 2001
879-1466	Robert J. O'Brien	6285 Brookings, 98	Sept. 30, 2002
689-2074H 569-8454B	Jeffrey Stewart (Troy Daze Representative)	884 Hidden Ridge, 83	Sept. 30, 2003
524-3484	Carol Anderson	Parks & Rec. Dir.	(Ex-officio)

**PERSONNEL BOARD**

**Appointed by Council (5)**  
**3 years**

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
313-964-2360B 248-670-4859Cell	Albert T Nelson, Jr	5846 Clearview, 98	Apr. 30, 2003
879-9710	Stephen Patrick, Jr., Ch.	5555 Whitehaven, 98	Apr. 30, 2003
879-7546	Ronald L. Tschirhart	357 Tara, 98	Apr. 30, 2002
952-5230	Jonathan V. Tavalin	5345 Corbin, 98	Apr. 30, 2002
879-8870	James E. Vanderbrink	6666 Whiting, 98	Apr. 30, 2003

**PLANNING COMMISSION**  
**(Second Tuesday)**

**Mayor, Council Approval (9)**  
**3 years**

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
524-9850	Gary G. Chamberlain	4850 Alton, 98	<b>Dec. 31, 2002</b>
689-1849	Jordan C. Keoleian (Student)	3709 Kings Point Dr, 83	<b>July 01, 2002</b>
952-5588 H 435-1712 B	Dennis A. Kramer	1903 Spiceway, 98	<b>Dec. 31, 2003</b>
879-8877H 649-1150B	Larry Littman	6867 Killarney, 98	<b>Dec. 31, 2001</b>
528-3848	Cynthia Pennington	1924 Westwood, 83	<b>Dec. 31, 2002</b>
689-3722	James E. Reece, Jr.	2915 Hill, 98	<b>Dec. 31, 2001</b>
524-2285	James H. Starr	2643 Arrowhead, 83	<b>Dec. 31, 2002</b>
879-8529	Walter A. Storrs, III	5676 Martell, 98	<b>Dec. 31, 2003</b>
642-9737	David T. Waller	2921 Townhill, 84	<b>Dec. 31, 2003</b>
641-7115 H 775-7710 B	Wayne C. Wright	2525 Homewood, 98	<b>Dec. 31, 2001</b>

**RETIREMENT SYSTEM BOARD OF TRUSTEES**  
**(Second Wednesday)**  
**(3 – Employee, Finance Director – Ordinance, City Manager – Ordinance)**

**2 by Council, 3 by Members**  
**3 years**

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
589-1489	Robert Crawford (Emp.)	3103 N. Blair, R.O.	<b>Dec. 31, 2002</b>
549-8279	Mark Halsey (Emp.)	4230 Elmwood, R.O.	<b>Dec. 31, 2003</b>
979-1588	Thomas Houghton (Emp.), Ch	39736 Forbes, St. Hgts	<b>Dec. 31, 2001</b>
644-8310	Mark A. Calice (Council)	4235 Beach, 98	<b>Dec. 31, 2003</b>
879-6816	Anthony N. Pallotta (Council)	6484 Elmoor, 48098-1898	<b>April 15, 2003</b>
524-3319	John M. Lamerato	Finance Director	<b>Ordinance</b>
524-3330	John Szerlag	City Manager	<b>Ordinance</b>

**TRAFFIC COMMITTEE**

(Third Wednesday)

Traffic Engineer – Ex-officio, Police Chief – Ex-officio, Fire Chief – Ex-Officio)

Appointed by Council (7)3 years

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
649-2319	David Allen ( <b>Student</b> )	3755 Ledge Ct., 84	<b>July 01, 2001</b>
879-0103	John Diefenbaker	5697 Wright, 98	<b>Jan. 31, 2003</b>
879-0250H 663-5055B	Eric S Grinnell	406 E Square Lake, 84 <b>MAIL TO:</b> PO Box 99417 Troy MI 48099	<b>Jan. 31, 2003</b>
689-1223	Lawrence Halsey	663 Vanderpool, 83	<b>Jan. 31, 2003</b>
689-9401H (313)665-4284B	Jan L. Hubbell	1080 Glaser, 98	<b>Jan. 31, 2002</b>
524-1595	Richard A. Kilmer	62 Hickory, 83	<b>Jan. 31, 2002</b>
689-0217H 223-2303B	Michael Palchesko	36 Randall, 98	<b>Jan. 31, 2002</b>
524-9062H 689-2920B	Charles A. Solis, Ch.	1866 Crimson, 83	<b>Jan. 31, 2003</b>
524-3379	John Abraham	Traffic Engineer	<b>(Ex-officio)</b>
524-3443	Charles Craft	Police Chief	<b>(Ex-officio)</b>
524-3419	William Nelson	Fire Chief	<b>(Ex-officio)</b>

**TROY DAZE**

(Fourth Tuesday)

Appointed by Council (9)3 years

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
528-0155 H 322-9813B	Robert A. Berk	726 Thurber, 98	<b>Nov. 30, 2003</b>
879-9030H 879-0272B	Sue Bishop	6109 Emerald Lake, 98	<b>Nov. 30, 2001</b>
528-1551	Jim D. Cyrulewski.	626 Randall, 98	<b>Nov. 30, 2001</b>
689-9244	Cecile Dilley	2722 Sparta, 83	<b>Nov. 30, 2001</b>
828-8084	Kessie Kaltsounis	6798 Jasmine, 98	<b>Nov. 30, 2002</b>
879-6958H 354-3710B	Richard L. Tharp	6881 Westaway Dr.98	<b>Nov. 30, 2003</b>
649-4345H 944-5968B	William F Hall	1891 Kirts, Apt 215, 84	<b>Nov. 30, 2002</b>
689-2074H 569-8454B	Jeffrey Stewart ( <b>Repr to Parks/Rec Board</b> )	884 Hidden Ridge, 83	<b>Sept. 30, 2003</b>
879-3710	Eldon Thompson	6500 Denton, 98	<b>Nov. 30, 2002</b>
952-1732	Cheryl A Kaszubski	1878 Freemont, 98	<b>Nov. 30, 2003</b>
952-1763	Rebecca Mill ( <b>Student</b> )	1478 Brentwood, 98	<b>July 1, 2001</b>

# Troy City Clerks Office

500 West Big Beaver

Troy MI 48084

248 524-3316

August 2, 2001

**TO:** All recipients of the Boards and Committees Resume Book  
**FROM:** Clerk's office  
**RE:** Update process of Resume Book

We are in the process of verifying our records showing citizen interest in the Boards and Committees of the City of Troy.

Please **remove** the application and resume for the following persons as they have responded that they are no longer able to serve in Troy, **or** they have not responded to our request for continuing interest to serving on a Troy Board or Committee, and their resumes are dated 1999 or before.

Richard F. Beltramini  
Nancy F. Blazevic  
Thomas C. Boylan  
Nicole Brown  
Al Garcia  
Emanuel Gorland  
Patrick Hughes  
Colleen Kmiecik  
John Paul Kopf  
Jeannine M Kufra  
Keith Lee  
James McGuffey  
Kathleen Mehney  
Richard E. Memmer  
Homer Pugh

Thank you.

July 16, 2001

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager  
William S. Nelson, Fire Chief  
David J. Roberts, Assistant Fire Chief

SUBJECT: Proposed Modifications to Troy City Code Chapter 93, Fire Prevention

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## **RECOMMENDATION**

To revise Chapter 93 of the Troy City Code to adopt the 2000 International Fire Code with amendments. Approving this document will provide the means of uniform inspection methods and code enforcement efforts of both the fire and building departments.

## **BACKGROUND**

The existing Chapter 93 currently adopts the 1993 edition of the BOCA National Fire Prevention Code with amendments and was last updated in 1998 when the open burning section of the ordinance was modified.

The IFC reflects the successful effort by the International Code Council to create a national fire prevention code throughout the United States. It is designed as a companion code to the International Building Code, which will become effective July 31<sup>st</sup> throughout Michigan.

Many of the amendments already exist in the current edition of Chapter 93. Therefore, these existing amendments are not changes to Chapter 93, per se, but are modifications to the 2000 IFC document and are incorporated to correspond with the IFC's numbering sequence for ease of reference. Some existing modifications, however, have been updated and are so indicated.

Both existing modifications and new changes to the IFC text are indicated by underline print while deletions are indicated with strike-through print. Notations indicating new changes or existing modifications are indicated in italics before each proposed code section.

Fees for permits issued for fire protection systems are proposed to be increased 15%, reflecting a modest 3% per year increase since the fees were first introduced in 1996. By comparison, these fees are still far below at least two other independent consulting organizations and are intended to help offset staff time costs.

The proposed amendments have been made based on fire department experience with the safety and welfare of the community in mind, as well as the safe and efficient operation of the fire department.

## **SUPPLEMENTAL**

Enclosed you will find a copy of the International Fire Code on compact disk (CD) format for reference when reviewing the proposed modifications. Installation instructions are included. If you experience any difficulties, please contact the Information Technology Department (IT) for assistance.

If you have any questions or require any additional explanation regarding the proposed ordinance modification, please contact the Fire Department.

I. ~~Fire Department~~

- ~~A. Fire Department Responsibility. The Troy Fire Department shall be responsible for fire prevention inspection activities and code enforcement of buildings and occupancies as it relates to the risk of fire or explosion within the City of Troy. The method and frequency shall be determined by the fire official or his duly authorized representative.~~
- ~~B. Authority at Fires and Other Emergencies. The fire official or his duly authorized representatives, as may be in charge at the scene of a fire or other emergency involving the protection of life and/or property, is empowered to direct such operations as may be necessary to extinguish or control any suspected or reported fire, emergency, or other condition or situation, or of taking any other action necessary in the reasonable performance of their duty. The fire official may prohibit any person, vehicle, or object from approaching the scene and may remove or cause to be removed from the scene any person, vehicle or object which may impede or interfere with the operations of the fire department. The fire official may remove or cause to be removed any person, vehicle or object from hazardous areas. All persons ordered to leave a hazardous area shall do so immediately and shall not re-enter the area until authorized to do so by the fire official.~~
- ~~C. Interference with Fire Department Operations. It shall be unlawful to interfere with, attempt to interfere with, conspire to interfere with, obstruct or restrict the mobility of, or block the path of travel of any fire department emergency vehicle in any way, or to interfere with, attempt to interfere, conspire to interfere with, obstruct or hamper any fire department operation.~~
- ~~D. Compliance with Orders. A person shall not willfully fail or refuse to comply with any lawful order or direction of the fire official or to interfere with the compliance attempts of another individual.~~
- ~~E. Vehicles Crossing Fire Hose. A vehicle shall not be driven or propelled over any unprotected fire hose of the fire department when laid down on any street, alley way, private drive or any other vehicular roadway without the consent of the fire official in command of said operation.~~
- ~~F. Unlawful Boarding or Tampering with Fire Department Emergency Equipment. A person shall not, without proper authorization from the fire official in charge of said fire department emergency equipment, cling to, attach to, climb upon or into, board, or swing upon any fire department emergency vehicle, whether the same is in motion or at rest, operate any emergency warning equipment, or to manipulate or tamper with, or attempt to manipulate or tamper with any levers, valves, switches, starting devices, brakes, pumps, or any equipment or protective clothing on, or a part of, any fire department emergency vehicle.~~

~~G. Damage/Injury To Fire Department Equipment/Personnel. It shall be unlawful for any person to damage or deface, or attempt or conspire to damage or deface, any fire department emergency vehicle or equipment at any time; or to injure, or attempt or conspire to injure, fire department personnel while performing departmental duties.~~

~~H. Cost Recovery - Hazardous Materials. The fire department may recover all costs for use of equipment, personnel, and supplies associated with incidents involving hazardous materials resulting from accidents, fires, spills, leaks, or release of product. Such costs shall include but are not limited to those associated with incident abatement, mitigation, and clean up; extinguishment; and stand-by including any related third party costs. Such costs shall be the responsibility of the owner, operator or agent of the building, property, equipment, vehicle, or container causing or contributing to a hazardous condition, fire, or dangerous situation.~~

~~Cost Recovery - Fires. The fire department may recover all costs for use of equipment, personnel, and supplies associated with fire extinguishment when it is determined that such fire extinguishment was necessitated by a person's proven intentional disregard for the safety of persons or property, violation of law, or recklessness.~~

(Rev. 5-4-98)

~~I. False Alarms. It shall be unlawful for any person to summon, in any way, the fire department unless a valid reason for their response is present.~~

~~J. Open Buildings Due to Fire. The fire official or his duly authorized representative is empowered to order the securing of fire damaged buildings. If the owner of the affected building is present, this order shall be given to him/her. If no owner or representative of the building is present, the fire official or his duly authorized representative may have the building secured. The expense of this securing shall be a debt to the City from the responsible owner and shall be collected as any other debt to the City.~~

~~K. Site Plan. The fire official or his duly authorized representative shall be provided with a site plan(s) or drawing(s) of a building or premise upon request in a format agreed upon.~~

## II — Fire Protection Equipment

~~A. Maintenance of Fire Protection Equipment. A person shall not obstruct, remove, tamper with or otherwise disturb a fire protection appliance required to be installed or maintained under the provisions of the Fire Prevention Code except for the purposes of extinguishing fire; or for training, testing, recharging, or making necessary repairs; or when permitted by the fire official. Defective and non-approved fire appliances or equipment shall be replaced or repaired as directed by the fire official.~~

(2-2-98) \_\_\_\_\_ 93-2

~~B. Blocking Fire Hydrants and Fire Department Connections. It shall be unlawful to obscure from view, damage, deface, obstruct or restrict the access to any fire hydrant or fire department connection intended for the pressurization of fire suppression systems including fire hydrants and fire department connections that~~

~~are located on public or private streets and access lanes or on private property. No obstruction shall be placed or constructed within fifteen (15) feet of any fire hydrant, public or private.~~

~~If upon the expiration of the time mentioned in a notice of violation, obstructions or encroachments are not removed, the fire official shall proceed to remove or have removed the same. The expense incurred shall be a debt to the City from the responsible person and shall be collected as any other debt to the City.~~

- ~~C. Fire Hydrant Protection. Fire hydrants located in vehicular traffic areas shall be protected against vehicle damage by the installation of guard posts. These posts shall be installed in accordance with the City of Troy Development Standards requirements for water mains. It shall be the property owner's responsibility to provide and maintain this protection.~~
- ~~D. Fire Hydrant Use Approval. A person shall not use or operate any fire hydrant unless such person first secures a permit for such use from the City of Troy Water Department. This section shall not apply to the use of such hydrants by a person employed by, and authorized to make such use by, the City of Troy.~~
- ~~E. Fire Hydrant Location. Fire hydrants shall be located as described in the City of Troy Development Standards and as approved by the fire official for the safe and efficient use of the fire department.~~
- ~~F. Activation of Fire Protective Signaling Systems. A person shall not activate or cause to be activated any fire protective signaling system in any building or premise within the City of Troy unless a valid fire emergency exists within that building or premise. A fire protective signaling system is any system which upon activation warns the occupants of the building or premise that a fire emergency exists or causes the fire department to be summoned.~~

### III. ~~Hazardous Materials~~

- ~~A. Fire Department Responsibility. The Troy Fire Department shall be responsible for gathering and organizing information, identifying risks, and enforcing codes, standards, and laws relating to the production, storage and use of hazardous materials within the City of Troy and the notification to fire fighting personnel of related hazards. The method and frequency shall be determined by the fire official or his duly authorized representative.~~

~~(2-2-98)~~ ~~93-3~~

- ~~B. Reportable Quantities: Reportable quantities shall be considered the maximum amount of hazardous material on site at any given time. This amount is required to be reported to the fire department as indicated below. (Example: If a process uses one drum per month of material but that material is ordered at ten drums each time,~~

then the maximum quantity would be the total amount contained in the ten drums.)

Reportable Quantities of Hazardous Materials (Quantities equal to or greater than listed)

<u>MATERIAL</u>	<u>AMOUNT</u>
AEROSOLS LEVEL 2 OR 3	500 LBS.
ANHYDROUS AMMONIA	ANY QUANTITY
AMMONIUM NITRATE	1,000 LBS.
CARCINOGENS	ANY QUANTITY
COMBINATION FLAMMABLE LIQUIDS	120 GAL.
COMBUSTIBLE LIQUIDS:	
CLASS II	120 GAL.
CLASS III-A	330 GAL.
CLASS III-B	13,200 GAL.
COMBUSTIBLE DUST	1 LB. PER 1,000 CU. FT.
COMBUSTIBLE FIBER (Loose)	100 CU. FT.
COMBUSTIBLE FIBER (Baled)	1,000 CU. FT.
CORROSIVE GAS	810 CU. FT.
CORROSIVE LIQUIDS	500 GAL.
CORROSIVE SOLIDS	500 LBS.
CRYOGENIC LIQUID (FLAMMABLE)	45 GAL.
CRYOGENIC LIQUID (NONFLAMMABLE)	500 GAL.
EXPLOSIVE & BLASTING AGENTS:	
(Not including Class "C" explosive)	ANY QUANTITY
FLAMMABLE GAS	750 CU. FT.
LIQUIFIED NATURAL GAS	30 GAL. Water Capacity
LIQUIFIED PETROLEUM GAS	30 GAL. Water Capacity
NON-FLAMMABLE GAS	100 GAL. Water Capacity
FLAMMABLE LIQUIDS:	
CLASS 1-A	30 GAL.
CLASS 1-B	60 GAL.
CLASS 1-C	90 GAL.
FLAMMABLE SOLID	125 LBS.
IRRITATING MATERIAL (Gas)	810 CU. FT.
IRRITATING MATERIAL (Liquid)	500 GAL.
IRRITATING MATERIAL (Solid)	500 LBS.
NITROMETHANE (Unstable Materials)	ANY QUANTITY
ORGANIC PEROXIDES:	
CLASS 1	5 LBS.
CLASS 2	50 LBS.
CLASS 3	125 LBS.
OTHER HEALTH HAZARDS	5,000 LBS.
	500 GAL.
	810 CU. FT.
(2-2-98)	93-4
OXIDIZING MATERIAL (Gas)	1,500 CU. FT.
OXIDIZING MATERIAL (Liquid)	15 GAL.
OXIDIZING MATERIAL:	
CLASS 1	1,000 LBS.
CLASS 2	250 LBS.
CLASS 3	10 LBS.

CLASS 4	ANY QUANTITY
POISON	500 LBS.
POISON "A"	ANY QUANTITY
POISON "B"	ANY QUANTITY
POISON GAS	ANY QUANTITY
POWDER SMOKELESS	20 LBS.
POWDER BLACK SPORTING	1 LB.
PYROPHORIC	4 LBS.
	50 CU. FT.
RADIOACTIVE	ANY QUANTITY
SENSITIZERS	500 GAL.
	810 CU. FT.
SPONTANEOUSLY COMBUSTIBLE MATERIAL	100 LBS.
TOXIC MATERIAL	50 GAL.
	500 LBS.
	810 CU. FT.
HIGHLY TOXIC MATERIAL	ANY QUANTITY LIQUID
	1 LB.
	20 CU. FT.
UNSTABLE (REACTIVE) MATERIAL:	
CLASS 1	125 LBS.; 750 CU. FT.
CLASS 2	50 LBS.; 250 CU. FT.
CLASS 3	5 LBS.; 50 CU. FT.
CLASS 4	ANY QUANTITY
WATER REACTIVE MATERIAL:	
CLASS 2	50 LBS.
CLASS 3	5 LBS.

IV. ~~Fire Prevention Code~~

~~A. Adoption of the BOCA National Fire Prevention Code/1993 by Reference. Pursuant to the provisions of Section 3 (k) of Act 279 of the Public Acts of 1909, State of Michigan, as amended, the BOCA National Fire Prevention Code/1993 edition as promulgated by the Building Officials and Code Administrators International, Inc., is hereby adopted by reference by the City of Troy for the purpose of safeguarding lives and property from the hazards of fire and explosion arising from the storage, handling and use of hazardous substances, materials and devices or occupancy of buildings or premises. In the event of conflict between the provisions of the said Fire Prevention Code and the provisions of this chapter, the provisions which establish the higher standard for the promotion of the safety and welfare of the public and the protection of the public shall apply.~~

~~(2-2-98) 93-5~~

~~B. Code on File. Complete printed copies of the BOCA National Fire Prevention Code/1993 edition herein adopted are available for public use and inspection at the office of the City Clerk.~~

~~C. Violation of Code. Violation of this code shall be considered a misdemeanor.~~

~~D. Changes in Code. The following sections and subsections of the BOCA National Fire Prevention Code are hereby amended or deleted as set forth and additional sections~~

~~and subsections are added as indicated. Subsequent section numbers used in this chapter shall refer to the like numbered sections of the BOCA National Fire Prevention Code/1993.~~

~~F-101.1 — Title: These regulations shall be known as the Fire Prevention Code of the City of Troy hereinafter referred to as "this code."~~

~~F-101.2 — Scope: These regulations prescribe the minimum requirements and controls to safeguard life, property or public welfare from the hazards of fire and explosion arising from the storage, handling or use of substances, materials or devices and from conditions hazardous to life, property or public welfare in the occupancy of both new and existing structures or premises.~~

~~F-102.2 — Referenced Standards: The standards referenced in this code and listed in Chapter 44 shall be considered part of the requirements of this code to the prescribed extent of each reference. Where differences occur between the provisions of this code and referenced standards, the provisions which establish the higher standard for the promotion of the safety and welfare of the public and the protection of the public shall apply.~~

~~F-105.1 — Code Official: It shall be the duty and responsibility of the Chief of the Troy Fire Department or his duly authorized representative, to enforce the provisions of this code. Code Official and Fire Official may be used interchangeably in this code.~~

~~F-112.2 — Failure to correct violations: If the notice of violation is not complied with within the time specified by the code official, the code official or the legal counsel of the jurisdiction shall institute the appropriate legal proceedings to restrain, correct or abate such violation or to require removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of any order or direction made pursuant thereto. The police department of the jurisdiction shall be requested by the code official to make arrests for any offense against this code or orders of the code official affecting the immediate safety of the public.~~

~~F-113.2 — Deleted~~

~~(2-2-98) ————— 93-6~~

~~F-113.2.0 — Appeals: Appeals to the board may be taken by a person aggrieved by any decision or interpretation of the code official made under the provisions of this code. The board of appeals for this code shall be the Building Code Board of Appeals as established in Section 121 of Chapter 79 of the Troy City Code.~~

~~F-113.3 — Deleted~~

~~F-113.4 — Deleted~~

~~F-113.4.1 — Deleted~~

~~F-113.5 Deleted~~

~~F-113.6 Deleted~~

~~F-113.6.1 Deleted~~

~~F-113.6.2 Deleted~~

~~F-113.7 Deleted~~

#### ~~SECTION F-202.0 GENERAL DEFINITIONS~~

~~Permit: Written permission with a fee(s) assessed for the usage, storage, or production of hazardous materials; fireworks; or the review and inspection of the installation of fire protection equipment as defined in Chapter 93 of the Troy City Code.~~

~~F-308.4 Clearance: Clearance of not less than 36 inches (914.4 mm) shall be provided between combustible storage and chimneys and heating appliances.~~

~~F-310.6.1 Circuit protection devices: Electrical box covers, switch panels and other protective devices shall be maintained in place unless the circuit is actually being worked on.~~

~~F-311.1 Designation: The code official shall require and designate public or private fire lanes as deemed necessary for the efficient and effective operation of fire apparatus. Fire lanes shall have a minimum width of 18 feet (5486 mm) and a minimum height of 14 feet (4267 mm).~~

~~F-315.2 Fire Department Access: Fire department access shall be provided and maintained to all structures undergoing construction, alteration or demolition. Fire department access roadways shall be of an approved surface material capable of providing emergency vehicle access and support at all times, and shall be a minimum of 18 feet (5486 mm) in unobstructed width. The access roadways shall provide a minimum turning radii capable of accommodating the largest fire apparatus of the jurisdiction and a minimum vertical clearance of 14 feet (4267 mm).~~

~~(2-2-98) 93-7~~

#### ~~SECTION F-316.0 FIRE RETARDANT COATINGS~~

~~F-316.1 Fire retardant coatings: Fire retardant coatings shall be maintained so as to retain the effectiveness of the treatment under the service conditions encountered in actual use.~~

#### ~~SECTION F-317.0 ACCUMULATIONS OF WASTE~~

~~F-317.1 General: Accumulations of waste paper, wood, hay, straw, weeds, litter or combustible or flammable waste or rubbish of any kind shall not be permitted to remain upon any roof or in any court, yard, vacant lot, alley, parking lot or open space. All weeds, grass, vines or other growth, when same endangers or threatens to endanger~~

property, or is liable to be fired, shall be cut down and removed by the owner or occupant of the property. All combustible rubbish, oily rags or waste material when kept within a building, shall be stored in approved metal containers. Storage shall not produce conditions which in the opinion and judgment of the fire official will tend to create a nuisance or a hazard to the public health, safety or welfare.

#### SECTION F-318.0 MATERIALS STORAGE

F-318.1 ~~General:~~ The storage of material shall be confined to approved storage areas.

F-318.2 ~~Inside storage:~~ Storage in buildings and structures shall be orderly, shall not be within two feet (610 mm) of the ceiling, and located so as not to obstruct egress from the building.

F-318.3 ~~Outside storage:~~ The outside storage of combustible or flammable materials shall not be more than 20 feet (6096 mm) in height and shall be orderly. Such storage shall be located as not to constitute a hazard and not less than 15 feet (4572 mm) from any building on the site or from a lot line.

#### OPEN FLAMES OR BURNING

#### SECTION F-401.0 GENERAL

F-401.1 ~~Scope:~~ The following provisions shall control open flames, fire and burning on all premises.

#### SECTION F-402.0 OPEN FLAME OR LIGHT

F-402.1 ~~General:~~ A person shall not take or utilize an open flame or light in any structure, vessel, boat or any other place where highly flammable, combustible or explosive material is utilized or stored. All lighting appliances shall be well-secured in a glass globe and wire mesh cage or a similar approved device.

(2-2-98) \_\_\_\_\_ 93-8

F-402.2 ~~Heating and lighting apparatus:~~ Heating and lighting apparatus and equipment which is capable of igniting flammable materials of the types stored or handled shall not be utilized in the storage area of any warehouse storing rags, excelsior, hair or other highly flammable or combustible material; nor in the work area of any shop or factory utilized for the manufacture, repair or renovation of mattresses or bedding; nor in the work area of any establishment utilized for the upholstering of furniture.

F-402.3 ~~Candles:~~ A person shall not utilize or allow to be utilized, any open flame, burning candle or candles in connection with any public meeting or gathering for purposes of deliberation, worship, entertainment, amusement, instruction, education, recreation, awaiting transportation or similar purpose in assembly or educational occupancies without first obtaining approval from the fire official.

~~F-402.3.1 Egress: Candles shall not be permitted in areas where occupants stand, or in an aisle or exit.~~

#### ~~SECTION F-403.0 OPEN BURNING~~

~~F-403.1 General: A person shall not cause or allow open burning unless approved in accordance with this code.~~

~~F-403.2 Definitions: The following words and terms shall have the following meanings:~~

~~F-403.2.1 Open burning: The burning of any materials wherein products of combustion are emitted directly into the ambient air without passing through a stack or chimney from an enclosed chamber. For the purpose of this definition, a chamber shall be regarded as enclosed, when, during the time combustion occurs, only apertures, ducts, stacks, flues or chimneys necessary to provide combustion air and permit the escape of exhaust gas are open.~~

~~(8-31-98) \_\_\_\_\_ 93-8a~~

~~F-403.2.2 Bonfire: An outdoor fire which burns only seasoned dry firewood or clean untreated lumber intended to minimize the generation of air contaminants and is utilized for occasional special events subject to the following provisions:~~

- ~~1. Prior approval of the Troy City Council.~~
- ~~2. Compliance with any special restrictions as determined by the fire official.~~
- ~~3. Payment of costs associated with special fire protection as determined by the fire official.~~

~~Once approved, the intended maximum size and duration of a bonfire shall not be increased unless by City Council and only after it has been determined by the fire official that fire safety requirements of the situation and the desirable duration of burn warrant the increase prior to the bonfire.~~

~~F-403.2.3 Ground fire: An outdoor fire for the purpose of viewing or warming, or utilized to cook food for human consumption, or for ceremonial purposes, which burns only~~

~~seasoned dry firewood or commercially available charcoal briquettes intended to minimize the generation of air contaminants. Such a fire shall be the minimum size for the intended purpose but not larger than 3 feet by 3 feet by 3 feet in dimension and shall be contained in a safe manner.~~

~~F-403.3 Allowable burning: Open burning shall be allowed without prior notification to the fire official for ground fires and short term occupational needs when done in a safe manner so as not to create a hazard or nuisance. Bonfires may be permitted if in compliance with the definition of a bonfire set forth herein. The fuel chosen for allowable burning shall be that described herein and shall minimize the generation of air contaminants.~~

~~F-403.4 Burning prohibited: Burning for purposes of incineration of waste material, including paper, leaves, or any other combustible debris, outside of any structure at any place is prohibited.~~

~~(8-31-98) \_\_\_\_\_ 93-8b~~

~~F-403.4.1 Authority to prohibit fires which are hazardous or create a nuisance: A fire official or police official may prohibit open burning that creates a hazard or nuisance, even if the open burning is otherwise in compliance with Section F-403.3. A fire official or police official may order the extinguishment of any open burning which is not in compliance with this section.~~

~~F-403.5 Location: The location for any open burning shall not be less than 25 feet (15240 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 25 feet (15240 mm) of any structure. Fires in approved containers which are being used for their intended purpose shall be allowed closer to a structure but not less than the appliance manufacturer's recommended safe distance. A fire official or police official may order the extinguishment of any open burning which is not in compliance with this section.~~

~~F-403.6 Attendance: Any open burning shall be constantly attended by a responsible person until the fire is extinguished. At least one portable fire extinguisher with a minimum 4-A rating, two portable fire extinguishers with a minimum 2-A rating each, or~~

~~other approved on-site fire extinguishing equipment, such as a garden hose, shall be available for immediate utilization. A fire official or police official may order the extinguishment of any open burning which is not in compliance with this section.~~

~~F-403.7 Fire department training: Open burning is allowed for the purpose of training fire fighters for fire fighting practice, or for the purpose of training the public, including workers or employees, or for the purpose of demonstration by the fire official or other trained fire personnel, when such burning is done in accordance with accepted practice.~~

~~(8-31-98) \_\_\_\_\_ 93-8c~~

#### ~~SECTION F-404.0 TORCHES FOR REMOVING PAINT~~

~~F-404.1 General: Any person utilizing a torch or other flame producing device for removing paint from any structure shall provide at least one portable fire extinguisher with a minimum 4-A rating, two portable fire extinguishers with a minimum 2-A rating each, or a water hose connected to the water supply on the premises where such burning is done. In all cases, the person doing the burning shall remain on the premises 1 hour after the torch or flame-producing device is utilized.~~

#### ~~SECTION F-405.0 ASPHALT (TAR) KETTLES~~

~~F-405.1 General: Any asphalt (tar) kettle, beneath which is maintained any open fire, heated coals or ashes, shall not be transported or permitted to be transported over any highway, road or street.~~

~~Exception: Asphalt (tar) kettles utilized for street repair work shall be permitted to be transported in an open fire condition provided that the asphalt (tar) kettle unit is towed or moved at a speed not exceeding 20 miles per hour (32 kph) and a safety vehicle, with~~

~~flashing, rotating or oscillating warning lights, follows the asphalt (tar) kettle when the open-fired asphalt (tar) kettle is being transported or moved.~~

~~F-405.2 Restrictions: Asphalt (tar) kettles shall not be utilized inside or on the roof of any structure. Fired asphalt (tar) kettles shall not be left unattended.~~

~~F-405.3 Fire protection: There shall be at least one portable fire extinguisher with a minimum 20-B:C rating within 30 feet (9144 mm) of each asphalt (tar) kettle during the period such kettle is being utilized, and one additional portable fire extinguisher with a minimum 20-B:C rating on the roof being covered. Every kettle shall be equipped with a tight-fitting cover. A kettle, when in operation, shall be placed a safe distance away from any structure or combustible material.~~

~~(8-31-98) \_\_\_\_\_ 93-8d~~

~~F-405.4 LPG cylinder protection: Where liquefied petroleum gas (LPG) cylinders or containers are utilized for fueling asphalt (tar) kettles, the LPG cylinder shall be protected against tampering and vandalism.~~

- ~~1. When possible, all LPG cylinders and containers shall be placed in a secured area for protection against tampering.~~
- ~~2. LPG cylinders or containers which cannot be secured in a protected area shall have the dome covers locked and secured or, if the container does not have a dome cover, the valve handle shall be removed or secured in the "Off" position to prevent unauthorized opening of the LPG cylinders.~~
- ~~3. The storage of LPG cylinders on roof tops shall be prohibited.~~

~~(8-31-98) \_\_\_\_\_ 93-8e~~

~~F-501.2 \_\_\_\_\_ Installations: Before any fire alarm, detection or fire suppression system or component is installed, enlarged, extended or modified, a permit shall be obtained from the code official. This shall include auxiliary devices such as magnetic locks, electronic locks, or any device or relay connected to or controlled by the fire alarm, detection or fire suppression system. All work must be performed by a qualified installer who is properly licensed and/or certified to perform such work as determined by the code official. Construction documents shall be reviewed by the code official prior to the issuance of the permit. Upon issuance of the permit, the permit must be posted at the job site in plain view.~~

~~F-501.2.2 \_\_\_\_\_ Permit fees: The following fees shall be charged for fire protection permits:~~

~~Note: Fees cover initial plan review and two inspections. Subsequent plan reviews and inspections of the same system are \$30.00~~

~~Sprinkler Systems:~~

~~\_\_\_\_\_ Riser(s) & Sprinkler Heads Fee~~

Chapter 93 – Fire Prevention

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1-10 heads.....	\$ 60.00
11-20 heads.....	\$ 80.00
21-50 heads.....	\$ 100.00
51-100 heads.....	\$ 140.00
101-200 heads.....	\$ 200.00
201-300 heads.....	\$ 260.00
301-400 heads.....	\$ 340.00
401-500 heads.....	\$ 400.00
500 > heads.....	\$ 440.00 *

\* Plus \$0.50 per head over 500

Standpipes: \$40.00 per standpipe plus \$5.00 per hose connection.

Fire pump: \$80.00

Dry or wet chemical fire suppression systems: \$80.00 per system. Each additional system in the same building reviewed at the same time is \$40.00. Alterations, additions, or modifications to each existing system is \$30.00.

(2-2-98) \_\_\_\_\_ 93-9

Total flooding agent extinguishing systems: \$80.00 plus appropriate detection system fee.

Fire alarm and detection systems:

<u>Item</u> .....	<u>Fee</u>
Control Panel.....	\$40.00
First initiating or auxiliary control device (smoke detector, heat detector, control switch, etc.).....	\$10.00
Each additional initiating or auxiliary control device .....	\$ 2.00
First audio/visual indicating or communications device (horn, speaker, bell, strobe, firefighter phone, etc.).....	\$10.00
Each additional audio/visual indicating or communications device.....	\$ 2.00

Exception: One and two family residential alarm systems must meet the requirements of the Troy Building Department.

~~F-501.2.3 — Additional fees: The following fees may be charged for a reinspection and shall apply to each inspector performing the reinspection:~~

- ~~1. \$30.00 per reinspection during normal working hours.~~
- ~~2. \$45.00 per hour per reinspection during nonworking hours with a minimum assessment of 3 hours.~~

~~When work is started without a permit, the permit fee shall be doubled.~~

~~F-501.2.4 — Permit issuance: A permit granted hereunder shall not be transferable nor shall any such permit be extended beyond the time set forth therein unless approved by the fire official.~~

~~F-501.4.1 — Test and inspection records: A complete written record of all tests and inspections required under this chapter shall be maintained on the premises by the owner or occupant responsible for said premises. Accurate logs shall be maintained, indicating the number, location, and type of device tested. Any defect, modification or repair shall be logged, and the log shall be available to the code official. A copy of the complete written record of all required tests and inspections shall be forwarded to the code official by the service company or individual performing said work.~~

~~F-501.4.4 — Alarms and supervisory service: When testing any suppression system, standpipe or fire protective signaling system connected to a central station alarm system or proprietary alarm system, notification shall be given to the central station or the proprietary station and the Troy Police/Fire communications center before the initiation of the test.~~

~~(2-2-98) ————— 93-10~~

~~F-501.7 — Voice alarm evacuation message: Where a voice/alarm signaling system is installed in accordance with the building code listed in Chapter 44, the prerecorded voice evacuation message providing exiting, evacuation, or relocation directions to building occupants shall be approved by the code official.~~

~~F-503.2.2 — Outside remote alarm annunciator: When required by the code official, high hazard occupancies equipped with a fire protective signaling system, toxic alarm monitoring system, or other emergency notification system, shall have a remote annunciator indicating those devices inside the building which would initiate an alarm and/or cause an evacuation. This remote annunciator shall be installed in an accessible exterior location and be capable of being observed from a distance by emergency response personnel.~~

~~F-503.3 — Fire standpipes: All buildings with occupied floors located more than forty (40) feet (12192 mm) above the lowest level of fire department vehicle access shall be provided with standpipes installed in accordance with the building code listed in Chapter 44. The standpipes shall have an approved fire department connection with hose connections at each floor level.~~

~~F-503.6 — Mechanical equipment control: Approved smoke or heat detectors shall be installed in return air ducts or plenums in each recirculating air system with a capacity of more than 2,000 cfm (0.94 m<sup>3</sup>/s) and serving more than one floor in buildings with floors located more than forty (40) feet (12192 mm) above the lowest level of fire-department vehicle access in accordance with the mechanical code listed in Chapter 44. Actuation of the detector shall stop the fan or fans automatically and be of the manual-reset type. Automatic fan shutdown is not required where the system is part of an approved smoke control system.~~

~~F-503.6.1 — Remote annunciation: Where required by the code official, a means of remote annunciation such as a light or other visible indicator shall be installed to indicate the presence and location of detectors.~~

~~F-503.6.2 — Functional confirmation: Where required by the code official, a means of confirming equipment function such as an atmospheric pressure switch, sail switch, or electrical current differential device, shall be installed to indicate the status of fans, dampers, or other associated equipment during alarm activations or smoke control operations.~~

~~F-503.6.3 — Mechanical equipment identification: When required by the code official, mechanical equipment such as HVAC units or rooms housing such equipment shall be marked in a conspicuous manner as approved by the code official.~~

~~(2-2-98) ————— 93-11~~

~~F-504.1.1 — System activation: The code official shall be notified of all activations of fire protection systems where said systems are not required to be monitored or do not otherwise automatically summon the fire department to respond. Such systems shall be returned to full operating condition before the process intended to be protected resumes. Both the owner or occupant and any individual or service company involved in the maintenance, repair or installation of fire protection systems, who becomes aware of an activation, shall notify the code official.~~

~~F-504.3.1. — Sprinkler system abandonment: When approved by the code official, structures vacated for extended periods of time may have the sprinkler system abandoned in accordance with the following conditions:~~

- ~~1. — A written plan including the estimated time of abandonment shall be submitted to the code official for review.~~
- ~~2. — Fire department connections shall be maintained in operable condition for fire-department use.~~

- ~~3. Water intended to supply the sprinkler system must be maintained to the sprinkler control valve at the main riser for manual activation by the fire department.~~

~~F-504.6 — Temperature and monitoring: Precautions shall be taken in all rooms and areas containing fire sprinkler equipment such as piping, valve(s), and fire pump(s), to prevent freezing of said equipment during times of extremely cold temperatures. Where the code official deems necessary, equipment shall be installed to monitor the temperature of said areas and send a signal to an approved location to warn of freezing conditions so that the occurrence of frozen and/or broken piping, valve(s), and fire pump(s) can be prevented.~~

~~F-506.2 — Standpipes: In buildings and structures having floors used for human occupancy located more than forty (40) feet (12192mm) above the lowest level of fire department vehicle access, tests shall be made at intervals of not more than two years. Standpipe systems shall meet the flow demands required at the time of installation. At the time of the test, all control valves, including those inside hose cabinets, shall be operated and then reset in their proper position to insure the workability of these valves. Buildings with systems that are unable to meet the flow requirements at the time of installation shall be required to install automatic fire pumps or water tanks if deemed necessary by the code official for the occupancy of the building.~~

~~F-506.3 — Sprinklers: Where the mixing of different types of sprinklers occurs on the same system, such as the mixing of quick response heads with standard heads, the following shall be met:~~

- ~~1. In tenant space(s) in single or multiple tenant buildings, the installation shall occur throughout the tenant space and/or be confined within a fire area.~~

~~(2-2-98) ————— 93-12~~

- ~~2. In common area(s) in multiple story buildings, the installation shall occur throughout the common area(s) and be confined to the floor.~~

- ~~3. A sprinkler head cabinet with a supply of spare compatible heads and wrench shall be located within the tenant space, or within or adjacent to the common area(s) where such installation occurs.~~

- ~~4. A conspicuous and durable sign or sticker, as approved by the code official, indicating the presence of different heads and their location shall be posted at, on, or immediately adjacent to the main sprinkler riser, sprinkler head cabinet, and/or main or remote sprinkler control valve(s) as determined by the code official.~~

~~F-506.4 — Dry systems: Precautions shall be taken with dry pipe sprinkler valves and piping to prevent loss of air pressure. Where the code official deems necessary, equipment shall be installed to monitor air pressure and send a signal to an approved location to warn of air loss so that the unintentional tripping of the dry pipe valve can be prevented.~~

~~F-509.6 — Performance test: Total flooding extinguishing systems shall be subject to an approved room integrity test prior to acceptance by the code official and every two years thereafter.~~

~~F-510.1 — Periodic testing and inspection: All dry-chemical extinguishing systems shall be maintained, periodically inspected and tested in accordance with NFPA 17 and NFPA 96 listed in chapter 44 and Sections F-510.2, F-510.3 and F-510.4.~~

~~F-510.4 — Fire suppression systems: When an existing dry-chemical fire suppression system is altered or modified, or when said system is newly installed, the new system shall conform to the requirements of U.L. 300.~~

~~Where cooking operations exist that make use of vegetable oils or synthetic cooking ingredients that are capable of producing temperatures which exceed the extinguishing capabilities of the existing dry-chemical suppression system, said system shall conform to the requirements of U.L. 300.~~

~~F-511.1 — Periodic testing and inspection: All wet-chemical extinguishing systems shall be maintained, periodically inspected and tested in accordance with NFPA 17A and NFPA 96 listed in chapter 44 and Sections F-511.2, F-511.3 and F-511.4.~~

~~F-511.4 — Fire suppression system: When an existing wet-chemical fire suppression system is altered or modified, or when said system is newly installed, the new system shall conform to the requirements of U.L. 300.~~

~~Where cooking operations exist that make use of vegetable oils or synthetic cooking ingredients that are capable of producing temperatures which exceed the extinguishing capabilities of the existing wet-chemical suppression system, said system shall conform to the requirements of U.L. 300.~~

~~(2-2-98) ————— 93-13~~

~~F-512.4 — Fire protection maintenance: All fire detection, alarm, and communications systems in buildings and structures having floors used for human occupancy located more than forty (40) feet (12192mm) above the lowest level of fire department vehicle access shall be tested every three (3) months. A test report shall be filed as indicated in Section F-501.4.1~~

~~F-516.2 — Deleted~~

~~F-517.5 — Location: In any building or structure required to be equipped with a standpipe fire department connection, the connection shall be located within one hundred (100) feet of a fire hydrant.~~

~~Exception: Buildings or structures equipped with a complete automatic fire sprinkler system.~~

~~F-517.6 — Interconnection: Where buildings or structures equipped with two or more separate automatic fire sprinkler systems and/or two or more separate fire department sprinkler connections for such systems, the fire department connections shall be interconnected so that either fire department connection can be used to supply either~~

~~sprinkler system.~~

~~Exception: Sprinkler systems which are connected together to form a single system.~~

~~F-517.7 — Alarm devices: Both an audible and visible means of indicating an automatic sprinkler system activation shall be mounted on the exterior of the building above or in close proximity to the fire department connection.~~

~~F-518.2 — Where required: A portable fire extinguisher shall be installed and maintained in the following locations in accordance with NFPA 10 listed in Chapter 44:~~

- ~~1. In all occupancies in Use Groups A-1, A-2, A-3, A-4, B, E, F, I-2, M, R-1, R-2, S, and H.~~

~~F-518.6 — Sale, service, or installation of defective fire protection equipment. A person shall not sell, trade, loan, give away, service, or install any form, type or kind of fire protection equipment, appliance, or device which is not listed for such use and approved by the fire official, or which is not in proper working order, or the contents of which do not meet the requirements of the fire official. The requirements of this section shall not apply to the sale, trade, or exchange of obsolete or damaged equipment for junk if said units are permanently disfigured or marked with a permanent sign identifying the unit as junk.~~

~~(2-2-98) ————— 93-14~~

#### ~~SECTION F-519.0 SUPERVISION OF FIRE PROTECTION SYSTEMS AND VALVES~~

~~F-519.1 — Fire suppression systems: All required fire suppression systems and supervisory signals shall be connected to an approved central station alarm system or proprietary alarm system in accordance with applicable NFPA standards and/or the approval of the Troy Fire Department.~~

~~Exceptions: The following systems are not required to be connected unless located in occupancies equipped with a required system:~~

- ~~1. Limited area fire suppression systems.~~
- ~~2. Carbon dioxide systems.~~
- ~~3. Dry/wet chemical systems.~~
- ~~4. Halogenated extinguishing systems.~~
- ~~5. Total flooding extinguishing systems.~~

~~F-519.2 — Valves: Valves controlling fire suppression systems shall be supervised open by one of the following methods:~~

- ~~1. Approved central station monitoring.~~
- ~~2. Local alarm service which will cause the sounding of an audible signal at a constantly attended location.~~
- ~~3. Locking valves open.~~

~~Exceptions:~~

- ~~1. Underground gate valves with roadway boxes.~~
- ~~2. Limited area sprinkler systems.~~
- ~~3. Halogenated extinguishing systems.~~
- ~~4. Carbon dioxide extinguishing systems.~~
- ~~5. Dry chemical extinguishing systems.~~
- ~~6. Wet chemical extinguishing systems.~~

~~(2-2-98) ————— 93-15~~

~~F-519.3 — Fire protective signaling systems: All required fire protective signaling systems not required to be connected to an approved central station alarm system or to a constantly attended location on the premises shall display a durable sign at each manual initiating device which reads "THIS ALARM DOES NOT NOTIFY THE FIRE DEPARTMENT - TO REPORT A FIRE DIAL 911."~~

~~F-519.4 — Alarm annunciation: Where fire suppression systems exist in multi-tenant occupancies, i.e., strip malls, separate annunciation shall be required for each separately addressed tenant space unless otherwise approved by the code official.~~

#### ~~SECTION 520.0 SUPPLEMENTAL, OPTIONAL OR NON-REQUIRED FIRE-DETECTION OR FIRE SUPPRESSION SYSTEMS~~

~~F-520.1 — Installation: If an owner, occupant, or tenant of a building installs or has installed a supplemental fire suppression or detection system in a building which is equipped with a building fire protective signaling system, the supplemental system shall be connected to the building system in such a manner as to annunciate its location and activate the appropriate fire protective signaling sequence.~~

~~F-520.1.1 — Alarm-indicating appliances: Equipment or devices installed to operate supplemental alarm-indicating appliances shall be for temporary use until such time that the existing fire panel can be replaced or updated to accommodate such appliances as approved by the code official.~~

~~F-520.2 — Maintenance: Optional and/or non-required fire suppression or detection system(s) shall be installed and maintained in accordance with applicable standards.~~

#### ~~SECTION F-521.0 KEY BOX~~

~~F-521.1 — General: The code official shall require the installation of a key box, in an accessible location, when access to or within a structure or an area is unduly difficult for any of the following reasons:~~

- ~~1. Secured openings.~~
- ~~2. Where immediate access is necessary for lifesaving or fire fighting purposes.~~
- ~~3. Where a required fire protective signaling system is present.~~
- ~~4. Where hazardous materials are present.~~

~~The key box shall be of a type approved by the code official and shall contain keys to gain necessary access as required by the code official.~~

~~(2-2-98) ————— 93-16~~

~~F-521.2 — Keys: It is the responsibility of the property owner to insure that the proper keys are present inside the key box and that the code official is notified of any changes in keys for the building which would necessitate a change of keys in the key box.~~

#### ~~SECTION F-522.0 EXTINGUISHING SYSTEM CYLINDERS~~

~~F-522.1 — Location of cylinders containing extinguishing agent: Cylinders containing the extinguishing agent shall not be installed in attics, concealed spaces, crawl spaces, or other areas unless they are provided ready access for inspection and maintenance purposes and only when specifically permitted by the fire official.~~

~~F-601.4 — Deleted~~

~~F-601.7 — Posting of occupant load: An assembly occupancy shall be posted with an approved legible sign in contrasting colors conspicuously located near the main point of egress from the room or space stating the number of occupants permitted within such space. The number of occupants permitted shall be determined in accordance with the building code listed in Chapter 44 and in accordance with Chapter 39 of the Troy City Code (parking limitation). Assembly rooms or spaces with multiple occupancy capabilities shall be posted for all such occupancies. The owner shall be responsible for~~

~~installing and maintaining such signs.~~

~~F-608.7 — Special locking arrangements: Before any special locking device is installed on an exit door, the installation shall be approved by the code official. An overall egress plan, proposed equipment list, and wiring diagram shall be submitted for review.~~

~~F-801.2 — Deleted~~

~~F-901.2 — Deleted~~

~~F-1001.2 — Deleted~~

~~F-1101.2 — Deleted~~

~~F-1201.2 — Deleted~~

~~F-1301.2 — Deleted~~

~~F-1401.2 — Deleted~~

~~F-1501.2 — Permit required: A permit shall be obtained from the code official to store, handle or use hazardous production materials if amounts exceed those listed in Chapter 93 Section III of the Troy City Code.~~

~~(2-2-98) ————— 93-17~~

~~F-1601.2 — Deleted~~

~~F-1701.2 — Deleted~~

~~F-1801.2 — Deleted~~

~~F-1801.2.1 — Deleted~~

~~F-1801.2.2 — Deleted~~

~~F-1801.3 — Well locations: A plot plan drawn to scale shall be submitted, showing distances in feet from the proposed well site to the boundary lines of the tract and all structures and improvements within a radius of 300 feet (91440mm) of the exact location of the proposed well. Proposed access roads, transmission lines and storage tank sites shall be indicated on the plot plan. Roads shall meet the load limitations for fire equipment.~~

~~F-1901.2 — Deleted~~

~~F-2001.2 — Deleted~~

~~F-2102.1 Deleted~~

~~F-2103.1 Permit required: A permit shall be required for storage located in any structure or on any premises of more than 1,000 cubic feet (28 m<sup>3</sup>) of combustible empty packing cases, boxes, barrels or similar containers or rubber tires, baled cotton, rubber, cork or other similarly combustible materials.~~

~~F-2201.2 Deleted~~

~~Exception: Deleted~~

~~F-2203.2 Deleted~~

~~F-2203.3 Deleted~~

~~F-2204.5 Precautions in welding: Welding and cutting shall not be performed on containers and equipment containing or having contained flammable liquids, gases or solids until the containers and equipment have been thoroughly cleaned, inerted or purged.~~

~~F-2205.2 Permit required for cylinder and container storage: A permit shall be required for the storage of cylinders or containers utilized in conjunction with welding or cutting operations where the storage exceeds quantities defined in Chapter 93 Section III of the Troy City Code.~~

~~(2-2-98) 93-18~~

~~F-2208.1 Deleted~~

~~F-2208.7 Permit required for cylinder storage: A permit shall be required for the storage of cylinders utilized in conjunction with welding or cutting operations where the storage exceeds quantities defined in Chapter 93 Section III of the Troy City Code.~~

~~F-2301.2 Permit required: A permit shall be required for the storage, dispensing, use, or handling of hazardous materials as indicated in Chapters 24 through 43. The required permit quantities shall be indicated in Chapter 93 Section III of the Troy City Code.~~

~~A storage or processing facility, or other area regulated by this code, shall not be abandoned, closed or substantially modified until a permit has been issued in accordance with Section F-107.0.~~

~~F-2301.2.2 Inventory statement: Every application for a permit shall include a Hazardous Materials Inventory Statement (HMIS), such as SARA Title III, Tier II Report, or other approved statement.~~

~~Exception: Deleted~~

~~F-2301.2.3 — Permit issuance: A permit granted hereunder shall not be transferable nor shall any such permit be extended beyond the time set forth therein unless approved by the fire official.~~

~~F-2301.2.4 — Permit Fees: The following fees shall be applied to the maximum quantity of each form of hazardous materials:~~

<u>Quantity &amp; Form</u>	<u>Fee</u>
0 - 1,000 lbs.; 0 - 100 cu. ft.; 0 - 330 Gal.....	\$100.00
1,001 - 20,000 lbs.; 101 - 6,000 cu. ft.; 331 - 990 Gal.....	\$250.00
20,001 + lbs.; 6,001 + cu. ft.; 991 + Gal.....	\$500.00

~~F-2311.7 — Emergency alarm:~~

~~Exception: — Deleted~~

~~F-2313.7 — Above-ground tanks: Above-ground stationary tanks utilized for the storage of hazardous materials shall be listed for such use and shall be located and protected in accordance with the provisions for storage of the material stored and marked as required by this code.~~

~~(2-2-98) ————— 93-19~~

~~F-2316.1 — Monitor control equipment: Where required in Chapters 24 through 43, monitor control equipment for the storage of hazardous materials exceeding the exempt amounts shall be provided in accordance with sections F-2316.2 through F-2316.6 and shall be listed for such use.~~

~~F-2316.6 — Supervision and annunciation: Where alarm, emergency signal, detection or automatic fire suppression systems are required in Chapters 24 through 43, such systems shall be supervised by an approved central station or proprietary station system in accordance with applicable NFPA standards and/or the approval of the Troy Fire Department. Such systems shall also annunciate in a manner approved by the code official.~~

~~F-2317.4 — Equipment shut down: Equipment located in hazardous areas that would create a hazard of fire, explosion, or the spreading of hazardous material if a release were to occur, shall be shut down upon activation of monitor control equipment or emergency alarm.~~

~~F-2401.4 — Identification: All cartons shall be marked on at least one side with the classification level of the aerosol products contained within the carton as follows:~~

~~Level \_\_\_\_\_ Aerosols~~

~~The side of the carton marked shall be clearly visible when stored in configurations of~~

~~two or more cartons.~~

~~F-2501.2 Deleted~~

~~F-2501.2.1 Deleted~~

~~F-2701.2 Permit required: A permit shall be required for the storage, handling or use at normal temperature and pressure of more than 750 cubic feet of flammable compressed gas, 100 gallons (0.38m<sup>3</sup>) water capacity of nonflammable compressed gas, and any quantity of highly toxic, toxic, or poisonous compressed gas.~~

~~F-2801.2 Permit required: A permit shall be required for the storage and use of corrosive materials exceeding quantities defined in Chapter 93 Section III of the Troy City Code.~~

~~F-2901.2 Deleted~~

~~F-3101.1 Scope: The manufacture, display, or sale of fireworks shall comply with the provisions of this chapter and the Michigan State Police Fire Marshal Division's Fireworks Law and Model Rocket Law as defined in the State of Michigan Penal Code Act 328 of Public Acts of 1931 or its equivalent.~~

~~(2-2-98) Deleted 93-20~~

~~F-3101.2 Permits required: A permit shall be required for the public display, retail display, and sale of fireworks.~~

~~F-3101.3 Permit issuance: Application for permits shall be made in writing at least 15 days in advance of the date of the public display, retail display and sale of fireworks. The sale, possession, and distribution of fireworks for such display shall be lawful under the terms and conditions approved with the permit and for only that purpose. A permit granted hereunder shall not be transferable nor shall any such permit be extended beyond the time set forth therein unless approved by the fire official.~~

~~F-3101.4 Permit fee: The permit fee for public display and the retail display and sale of fireworks shall be \$100.00.~~

~~F-3103.1 General: The rules and regulations for fireworks shall be in accordance with NFPA 1123 and 1124 listed in Chapter 44 and the Michigan State Police Fire Marshal Division's Fireworks Law and Model Rocket Law or its equivalent.~~

~~F-3103.1.1 Requirements: The following requirements shall be met in order to sell or purchase fireworks as defined in the Michigan State Police Fire Marshal Division's Fireworks Law and Model Rocket Law or its equivalent:~~

- ~~1. A permit shall be required for the sale or retail display of fireworks.~~

- ~~2. No person under the age of 18 years shall sell, purchase or possess fireworks unless accompanied by a parent or legal guardian.~~
- ~~3. Fireworks displayed for sale shall not be made readily accessible to the public.~~
- ~~4. A minimum of one (1) pressurized water fire extinguisher meeting NFPA 10 requirements shall be located not more than 15 feet and not less than 10 feet from the hazard.~~
- ~~5. "No Smoking" signs shall be conspicuously posted in spaces where fireworks are stored or displayed for sale.~~
- ~~6. There shall be no greater than 500 pounds gross weight of fireworks on site at any given time.~~

~~(2-2-98) \_\_\_\_\_ 93-21~~

~~F-3103.2 Violations: A person shall not manufacture, store, offer or expose for sale, sell at retail, or discharge any nonlegal fireworks as defined in the Michigan State Police Fire Marshal Division's Fireworks Law and Model Rocket Law or its equivalent.~~

~~Exception: Where approved for the supervised public display of fireworks.~~

~~F-3103.3 Public display: Approved public displays shall be handled by an approved competent operator, and the fireworks shall be arranged, located, discharged and fired in a manner that will not be a hazard to property or endanger any person.~~

~~F-3103.4 Bond for public display: The permit holder shall furnish a bond in an amount approved by the code official for the payment of all potential damage caused either to the person or property due to the permitted display, and arising from any acts of the permit holder or the agent of the permit holder.~~

~~F-3201.2 \_\_\_\_\_~~

- ~~#2. Deleted~~
- ~~2.1 Deleted~~
- ~~2.2 Deleted~~
- ~~#3. Deleted~~

~~F-3203.5.1 Dispensing type: Flammable and combustible liquids shall not be dispensed by gravity from tanks, drums, barrels or similar containers. Approved pumps taking~~

~~suction from the top of the container shall be utilized, except when the viscosity of the liquid makes such a restriction impractical.~~

~~F-3207.1 — General: Flammable and combustible liquid storage tanks of any capacity installed above ground shall be listed for such use and comply with this chapter and the Michigan State Police Fire Marshal Division's Storage and Handling of Flammable and Combustible Liquids rules or their equivalent.~~

~~F-3207.5.7 — Separation distances: Each tank and each special enclosure shall be separated from buildings, lot lines and public ways by as defined in NFPA 30 and the Michigan State Police Fire Marshal Division's Storage and Handling of Flammable and Combustible Liquids Rules or their equivalent.~~

~~F-3208.2 — Location: Loads from a structure foundation system shall not be transmitted to storage tanks installed underground or below a structure. Flammable liquid storage tanks shall be a minimum of 10 feet (3,050 mm) from any wall and/or lot line. Combustible liquid storage tanks shall be a minimum of 10 feet (3,050 mm) from any wall or lot line.~~

~~(2-2-98) ————— 93-22~~

~~F-3501.2 — Permit required: A permit shall be required for the storage, use or handling of irritants, sensitizers or other health hazard materials exceeding 500 pounds (227 kg) of solids, 100 gallons (0.38 m<sup>3</sup>) of liquids and any amount of gas. The aggregate quantity shall be such that the sum of the ratios of the actual quantity of each state of material divided by the allowable quantity of each state of material shall not exceed one.~~

~~F-3701.2 — Permit required: A permit shall be required for the storage, use or handling of any quantity of unclassified, detonable, Class I or II organic peroxides and more than 10 pounds (4.5 kg) of Class III organic peroxides.~~

~~F-4101.1.1 Note: This chapter is pre-empted by the State of Michigan Penal Code Act 368 of Public Acts of 1978 Part 135: Radiation Control.~~

~~Exception: Deleted~~

~~F-4101.2 Deleted~~

~~F-4101.3 Deleted~~

~~F-4101.4 Deleted~~

~~SECTION F-4102.0 DEFINITIONS Deleted~~

~~SECTION F-4103.0 RETROACTIVE REQUIREMENTS Deleted~~

~~SECTION F-4104.0 MAINTENANCE Deleted~~

~~F-4201.2 Permit required: A permit shall be required for the storage, use or handling of any quantity of Class 1, 2, 3 or 4 unstable (reactive) materials.~~

~~CHAPTER 44 REFERENCED STANDARDS:~~

~~In addition to all of the referenced standards contained in Chapter 44 the following NFPA referenced standard is added:~~

<del>Standard</del>	<del>Referenced</del>	
<del>reference</del>	<del>in code</del>	
<del>number</del>	<del>Title</del>	<del>Section number</del>
<del>96-94</del>	<del>Ventilation Control and Fire</del>	<del>F-510.1</del>
<del>_____</del>	<del>Protection of Commercial Cooking</del>	<del>F-511.1</del>
<del>_____</del>	<del>Operations</del>	

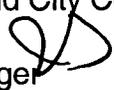
July 26, 2001

**RECEIVED**

JUL 26 2001

CITY OF TROY  
CITY MANAGER'S OFFICE

**To:** The Honorable Mayor and City Council

**From:** John Szerlag, City Manager   
Gary A. Shripka, Assistant City Manager/Services   
Steven J. Vandette, City Engineer 

**Subject:** Big Beaver, I-75 to Rochester  
Cost Participation Agreement with RCOC  
Contract No. 01-7

---

Attached please find the proposed "Cost Participation Agreement" with the Road Commission for Oakland County (RCOC). The City of Troy is providing the project management/inspection for the project through our consultant Hubbell, Roth and Clark, Inc. The terms and conditions of this agreement are commensurate with the those approved by Resolution #2001-03-170 (March 19, 2001) which approved the construction agreement with the Michigan Department of Transportation (MDOT). The Board of Road Commissioners for Oakland County would consider this agreement once approved by the City of Troy.

The attached Exhibit "A" details the costs associated with the project. Parts A and B apply to the I-75 to Livernois portion of the project, while Parts C and D apply to the Livernois to Rochester portion of the project. The City of Troy is responsible for 100% of the costs associated with Part B and D, as these are non-participating items of work on the respective sections, such as water main and streetscape theme items. Part C is participating work on the Livernois to Rochester Road portion of the project that is being funded by the DDA with potential future reimbursement through the Transportation Improvement Program (TIP) funding committee. Federal funds were not available for this portion of the project, but the funding committee will consider it for funding on an annual basis.

Staff recommends that City Council approve the attached Cost Participation Agreement with the RCOC for the Big Beaver, I-75 to Rochester Road reconstruction project. Furthermore, staff recommends that the Mayor and City Clerk are authorized to execute the agreement.

**F-4**

**COST PARTICIPATION AGREEMENT**  
**Construction**

Big Beaver Road  
I-75 to Rochester Road  
City of Troy

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between the City of Troy, hereinafter referred to as TROY, and the Board of Road Commissioners for the Oakland County, Michigan, hereinafter referred to as the BOARD, provides as follows:

WHEREAS, TROY and the BOARD, in cooperation with the Michigan Department of Transportation, hereinafter referred to as MDOT, have programmed the reconstruction of Big Beaver Road, from I-75 to Rochester, described in Exhibit "A", attached hereto and made a part hereof, which improvements involve roads under the jurisdiction of the BOARD and within TROY, which improvements are hereinafter referred to as the PROJECT; and

WHEREAS, TROY has requested the addition to the PROJECT of certain construction items on Big Beaver Road, which include items of work identified as Part B and Part D of said Exhibit "A", hereinafter referred to as the NON-PARTICIPATING COSTS; and

WHEREAS, the NON-PARTICIPATING COSTS are estimated to be \$2,102,511.00, including engineering, which shall be funded in accordance with Exhibit "A"; and

WHEREAS, all other PROJECT items not defined as NON-PARTICIPATING COSTS are hereinafter referred to as PARTICIPATING COSTS, which shall be funded in accordance with Exhibit "A"; and

WHEREAS, TROY has entered into an agreement with MDOT, Contract No. 01-5040, for partial funding of the PROJECT with Transportation Economic Development Fund Category "C" funds, hereinafter referred to as TEDF "C"; and

WHEREAS, under MDOT Contract No. 01-5040, TROY is the requesting party and is the party financially responsible to MDOT to bear all costs of the PROJECT in excess of federal funds, hereinafter referred to as the LOCAL MATCH; and

WHEREAS, the parties hereto have reached a mutual understanding regarding the cost sharing of the LOCAL MATCH; and wish to commit that understanding to writing in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law, it is hereby agreed between the parties hereto as follows:

1. TROY will forthwith undertake and complete the PROJECT, as above described, and will perform all engineering, inspection and administration in reference thereto. The BOARD shall perform the signal work on Parts A & C.
2. The financial responsibility of TROY pursuant to MDOT Contract No. 01-5040 to bear all costs of the project in excess of the federal funds and the cost of the LOCAL MATCH, shall be shared in accordance with Exhibit "A", attached hereto and made a part thereof.
3. The BOARD shall periodically submit billings to Troy for reimbursement of the cost of the signal work performed by the BOARD on Part A and Part C of the project.
4. The actual cost of the PROJECT shall include total payments to the contractor(s), engineering and inspection, signals, signing and utility relocation, if applicable.
5. Upon execution of this agreement, TROY shall submit an invoice to the BOARD for \$94,230 (being 25% of the BOARD's estimated LOCAL MATCH).
6. TROY will invoice the BOARD periodically as additional costs accrue, after the initial payment has been expended.
7. Upon completion of the state financial audit of the PROJECT, TROY will determine the total actual PROJECT cost and submit invoice(s) for the remainder of the BOARD's share of the LOCAL MATCH, if any.
8. Upon receipt of said invoices, the BOARD shall pay to TROY the full amount thereof, within thirty (30) days of such receipt.

**CITY OF TROY**

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

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

**Exhibit A**  
**Big Beaver, I-75 to Rochester**  
**City of Troy**

CONTRACTED WORK (based on As-Bid unit prices and estimate of units submitted to MDOT)

Estimated Cost	Part A	Part B	Part C	Part D	TOTAL
	\$ 3,240,000	\$ 214,160	\$ 7,749,240	\$ 1,614,110	\$ 12,817,510

**FORCE ACCOUNT & AGREED UNIT PRICE WORK**

RCOC Force Account	\$ 43,200	\$ -	\$ 49,820	\$ -	\$ 93,020
CE (15%)	\$ 486,000	\$ 32,124	\$ 1,162,386	\$ 242,117	\$ 1,922,627
<b>TOTAL</b>	<b>\$ 529,200</b>	<b>\$ 32,124</b>	<b>\$ 1,212,206</b>	<b>\$ 242,117</b>	<b>\$ 2,015,647</b>
<b>GRAND TOTAL</b>	<b>\$ 3,769,200</b>	<b>\$ 246,284</b>	<b>\$ 8,961,446</b>	<b>\$ 1,856,227</b>	<b>\$ 14,833,157</b>

**COST PARTICIPATION**

<b>GRAND TOTAL ESTIMATED COST</b>	<b>\$ 3,769,200</b>	<b>\$ 246,284</b>	<b>\$ 8,961,446</b>	<b>\$ 1,856,227</b>	<b>\$ 14,833,157</b>
Less Federal Funds Available	<u>\$3,015,360</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>\$3,015,360</u>
Balance	\$ 753,840	\$ 246,284	\$ 8,961,446	\$ 1,856,227	\$ 11,817,797

**RCOC Share - 50% of Part A Balance    \$    376,920**

**City of Troy Share                            \$ 11,440,877**

Part A - I75 to Livernois - Participating Items of Work - 80% federal funds; 10% RCOC; 10% City of Troy  
 Part B - I75 to Livernois - Non Participating Items of Work - 100% City of Troy  
 Part C - Livernois to Rochester - Participating Items of Work - 100% City of Troy  
 Part D - Livernois to Rochester - Non Participating Items of Work - 100% City of Troy

July 30, 2001

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager  
Gary Shripka, Asst. City Manager/Services  
Steven Vandette, City Engineer   
John K. Abraham, Traffic Engineer 

SUBJECT: Traffic Committee Recommendations

At the Traffic Committee meeting of July 18, 2001, the following recommendations were made for City Council approval:

1. Recommend rescinding Traffic Control Orders 75-2-P and 85-11-P, and City Council Resolution No. 84-762, and recommend approval of parking restrictions on Stutz and Maxwell as shown in the attachment (Item 4).
2. Recommend prohibiting all parking on the north side of Arlund Way, allowing parking on the south side (hydrant side) with sufficient space near the fire hydrants in accordance with legal distance requirements (Item 5).
3. Recommend removing trees from the right of way on the northwest corner of the intersection of John R and Square Lake (Item 6).
4. Recommend installing YIELD signs on northbound and southbound Holland at Thales, and on westbound Wessells at Holland (Item 7).

JKA/In

Attachment

**DRAFT**

The Traffic Committee meeting was called to order at 7:30 p.m. in the Lower Level Conference Room at Troy City Hall on July 18, 2001 by Charles Solis.

PRESENT: Eric Grinnell (arrived 7:34)  
Ted Halsey  
Jan Hubbell  
Richard Kilmer  
Michael Palchesko  
Charles Solis

ABSENT: John Diefenbaker

Also present: Lt. Robert Rossman, Troy Police Department  
Lt. Robert Matlick, Troy Fire Department  
John Abraham, Traffic Engineer  
Officer Dan Clark, Troy Police Department

and Mike Pikor, Akzo-Nobel, 1845 Maxwell (Item 4)  
Harold and Eva Lanfear, 2800 Arlund Way (Item 5)  
Jack and Annette Saylor, 2833 Arlund Way (Item 5)  
Teresita T. Chua, 2930 Tulip Drive (Item 7)  
Ramiro Calderon, 2930 Tulip Drive (Item 7)  
Gus Mattia, 4837 Holland (Item 7)  
Lisa Chin, 4735 Holland (Item 7)

**Motion to Excuse**

Motion by Kilmer  
Supported by Hubbell

To excuse Mr. Diefenbaker, as he is out of the City.

YEAS: 5

NAYS: 0

ABSENT: 2

MOTION CARRIED

**2. Minutes – May 16, 2001**

Motion by Kilmer  
Supported by Palchesko

To approve the May 16, 2001 minutes as printed.

YEAS: 5

NAYS: 0

ABSENT: 2

MOTION CARRIED

**3. Visitors' Time - (Items not on the Agenda)**

No one appeared to address any items not on the agenda.

Motion by Palchesko  
Supported by Hubbell

To address Item 7 after Item 5.

YEAS: 5

NAYS: 0

ABSENT: 2

MOTION CARRIED

**4. Review and Revise Parking Restrictions on Stutz and Maxwell**

Officer Dan Clark of the Troy Police Department requests that parking restrictions on Stutz and Maxwell be reviewed and revised to promote better traffic safety and operations. Stutz and Maxwell are industrial streets with several industry office buildings and a car dealership. Parking on the street has been a concern to many of the property owners in the area since many developments on these streets do not have sufficient parking. The Police Department has been called many times to enforce parking restrictions on the street, but since the parking restrictions have not been clearly marked, enforcement has not been effective. We have researched all Traffic Control Orders and Council resolutions for parking restrictions on the streets and found irregularities. Attached are copies of pertinent Traffic Control Orders and Council resolutions. We also inventoried the locations of all NO PARKING signs on these streets (attached). Officer Clark worked on a parking configuration for the area, keeping in mind safety and the requirements of the adjacent property owners. Officer Clark's recommended configuration is also attached herewith. Officer Clark was present at the meeting and discussed the need for proper Traffic Control Orders and signage for Stutz and Maxwell.

Mike Pikor from Akzo Nobel attended the June and July meetings and said that the NO PARKING signs on Stutz and Maxwell are unclear. Three tickets have been issued for parking violations in one week, whereas none had been issued in the last

seven years. He would like to see some clarification. Mr. Pikor said there are three car dealerships which test drive repaired vehicles on these streets, as well as car carriers coming in and out every day. Mr. Pikor concurs with Officer Clark regarding the placement of signs.

Motion by Halsey  
Supported by Hubbell

To recommend rescinding Traffic Control Orders 75-2-P and 85-11-P, and City Council Resolution No. 84-762, and recommend approval of parking restrictions shown in the attachment.

YEAS: 6

NAYS: 0

ABSENT: 1

MOTION CARRIED

5. **Parking Concerns on Arlund Way**

Ms. Eva Lanfear of 2000 Arlund Way, requests that parking be restricted on both sides of Arlund Way. There are semi-trailers parked on Arlund Way that pose a safety hazard on the street. Arlund Way serves as an extension to Beach Road and connects to Square Lake Road. Beach Road has parking restrictions on both sides, and Ms. Lanfear requests that Arlund Way have similar parking restrictions.

Mr. Jack Saylor was unable to attend the June meeting, but wrote the Traffic Committee expressing his concerns about the possible parking prohibitions. He feels that Beach Road residents and their visitors at least have some side streets for additional parking, but this is not the case on Arlund. He is also concerned about where his lawn service people would park.

Mr. and Mrs. Lanfear attended the June meeting and stated that since all the houses on Arlund Way have long driveways no one needs street parking. They said trucks even park on the curve of Arlund Way, which is hazardous. They were concerned about the landscaping/lawn care trucks that are parked practically in the road.

Lt. Rossman is in favor of restricting parking on both sides of the street. He stated that the police often give leeway to lawn workers, contractors pouring cement, etc. if they are parked in a NO PARKING zone.

Jack and Annette Saylor, 2833 Arlund Way, delivered a second letter (copy attached) to the Traffic Engineering office. They do not want any changes to parking regulations on Arlund Way. They point out that the "long driveways" mentioned only hold three or four cars, which is insufficient for large family gatherings. Also, people exiting these driveways have to back out into traffic, which is hazardous.

The Saylor's also attended this meeting, and pointed out that one stretch of Beach Road has parking on the east side, and another stretch has parking allowed on the west side. Another two miles of Beach has parking prohibited on both sides. They feel that these different regulations are inconsistent. Additionally, along this stretch of Beach where there is no parking on either side, there are 24 cross streets where parking is allowed, which is not the case on Arlund Way.

There are currently no signs on either side of Arlund Way. According to City ordinances, parking would be allowed on the north (non-hydrant) side. However, parking on at least 50% of the north side is virtually impossible because of guardrails along the edge of the road. Allowing parking on the south (fire hydrant) side would be more reasonable, with sufficient space and signage to keep the hydrants clear for emergency use. Both parties, the Lanfears and the Saylor's, agree that this would be a good solution.

Motion by Palchesko  
Supported by Grinnell

To recommend prohibiting all parking on the north side of Arlund Way, allowing parking on the south side (hydrant side), with sufficient space near the fire hydrants in accordance with legal distance requirements.

YEAS: 5

NAYS: 1 (Halsey)

ABSENT: 1

MOTION CARRIED

Mr. Halsey stated for the minutes that he is opposed to the motion, as he feels this is a neighborhood dispute that should have been settled among the neighbors instead of choosing this forum, and that it will set a precedent for many other such requests for exemption from the City ordinance prohibiting parking on the fire hydrant side of the street.

**6. Discussion of Sight Distance Problems at Square Lake and John R**

Lt. Matlick requests a review of sight distance at the intersection of Square Lake and John R. When cars are stopped at the stop bar on the eastbound approach to the intersection, trying to make a right turn on red, there are trees that block the view of the motorists trying to see oncoming southbound traffic on John R. Lt. Matlick feels the trees are in the right of way, and one suggested solution might be to take the trees down. The other solution may be to install NO TURN ON RED sign for eastbound Square Lake at John R.

NO RIGHT TURN ON RED (NRTOR) signs are normally installed if one or more of the following conditions exist:

1. Sight distance to vehicles approaching from the left is inadequate.
2. The intersection area has geometric or operational characteristics that may result in unexpected conflicts.
3. There is an exclusive pedestrian phase.
4. Significant pedestrian conflicts are resulting from RTOR maneuvers.
5. More than 3 RTOR traffic crashes per year.
6. There is significant crossing activity by children, elderly or physically challenged people.

The mature trees are large and in the right of way, between the sidewalk and the edge of the pavement. Motorists stopped on eastbound Square Lake intending to make a right turn (particularly on red) cannot see southbound traffic. Since the trees form sight obstructions and permanent obstructions in the right of way, the Traffic Committee voted to remove them.

Motion by Kilmer  
Supported by Grinnell

To recommend removing trees from the right of way.

YEAS: 6

NAYS: 0

ABSENT: 1

MOTION CARRIED

## **7 Install STOP/YIELD signs in the Holland Hills Subdivision**

Mr. and Mrs. Gus Mattia, 4837 Holland, would like this item to be reconsidered by the Traffic Committee. They have presented a petition signed by 32 Holland Hills residents requesting stop signs at the intersections of Wessels Drive/Holland Drive and Thales Drive/Holland Drive. There has been no considerable change to traffic patterns and crashes since May, when the item was originally considered.

Holland Hills is a new subdivision nearing completion. Holland ends in a dead end north of Wessels, and ends in Tulip Drive to the south. Wessels drive is the entrance to the subdivision and ends in a "T" intersection at Holland. Thales and Holland intersect in a 4-way intersection with six homes on the east side and a connection to

the older subdivision on the west side.

A traffic volume study indicates very low volumes on Holland, Thales and Wessels within the subdivision, ranging between 200-500 vehicles per day. Traffic crash analysis was not performed since this is a very new subdivision. A sight distance study shows that there are no sight obstructions at either of these intersections. None of the requirements (warrants) for a STOP or a YIELD sign are met for either of these intersections. Low volume residential streets are normally not signed for traffic control and rely on driver judgment and basic driver education knowledge for traffic control.

Even though there have been no crashes at these intersections, Mr. Mattia wants signage to prevent *potential* accidents. He stated that there are 33 children in the subdivision. Mr. Mattia feels that the intersections need some traffic control to assign right of way.

Lisa Chin, 4735 Holland, said there is a lot of cut-through traffic from the old subdivision to Dequindre, and many vehicles exceed the speed limit. She feels that STOP signs will slow traffic and create a safer environment to the children. Mr. Solis pointed out that STOP signs give a false sense of security, and motorists forced to stop at an unwarranted STOP sign usually speed up between intersections to make up for lost time. Mr. Solis also suggested that the residents contact our Police Department for speed enforcement.

The committee suggested writing down the license numbers of speeders and reporting them to the police for enforcement. The radar trailer could also be used to indicate to residents and to the motorists just how fast they are traveling.

After considerable discussion, since the major concern was right of way confusion, the committee decided that YIELD signs to assign right of way would be beneficial.

Motion by Kilmer

Supported by Palchesko

To recommend installing YIELD signs on northbound and southbound Holland at Thales, and on westbound Wessels at Holland.

YEAS: 5

NAYS: 1 (Grinnell)

ABSENT: 1

MOTION CARRIED

Mr. Grinnell went on record to say he would prefer that Wessells and Holland have STOP signs instead of YIELD signs.

**PUBLIC HEARINGS**

**9. Request for Sidewalk Waiver – 696 Creston**

Michael Johnson is requesting a waiver for the sidewalk at 696 Creston. There are no sidewalks existing near this parcel. Petitioner has signed an "Agreement for Irrevocable Petition for Sidewalks."

Mrs. Dorothy Dettloff, 660 Creston, wrote to say there is no need for a sidewalk at 696 Creston, since there are no other sidewalks on the street.

*The public hearing was declared open.*

No one wished to be heard.

*The public hearing was declared closed.*

Resolution #2001-07-01

Motion by Kilmer  
Supported by Palchesko

WHEREAS, City of Troy Ordinances, Chapter 34, Section 8 (D) allows the Traffic Committee to grant temporary waivers of the City of Troy Design Standards for Sidewalks upon a demonstration of necessity; and

WHEREAS, Michael Johnson has requested a temporary waiver of the requirement to construct a sidewalk on the property line because Creston is already developed with no sidewalks existing.

WHEREAS, the Traffic Committee has determined the following:

- a. A variance 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 on the property line 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 temporary one-year waiver of the sidewalk requirement for the property at 696 Creston, which is owned by Michael Johnson.

YEAS: 5

NAYS: 0

ABSENT: 1

ABSTAINED: 1 (Mr. Grinnell abstained from voting because the petitioner is his neighbor.)

MOTION CARRIED

**10. Request for Sidewalk Waiver – 2024 Vermont**

Michael Johnson is requesting a waiver for the sidewalk at 2024 Vermont. There are no sidewalks existing near this parcel. Petitioner has signed an "Agreement for Irrevocable Petition for Sidewalks."

*The public hearing was declared open.*

No one wished to be heard.

*The public hearing was declared closed.*

**Resolution #2001-07-02**

Motion by Kilmer  
Supported by Hubbell

WHEREAS, City of Troy Ordinances, Chapter 34, Section 8 (D) allows the Traffic Committee to grant temporary waivers of the City of Troy Design Standards for Sidewalks upon a demonstration of necessity; and

WHEREAS, Michael Johnson has requested a temporary waiver of the requirement to construct a sidewalk on the property line because Vermont is already developed with no sidewalks existing.

WHEREAS, the Traffic Committee has determined the following:

- a. A variance 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 on the property line 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 temporary one-year waiver of the sidewalk requirement for the property at 2024 Vermont, which is owned by Michael Johnson.

YEAS: 5

NAYS: 0

ABSENT: 1

ABSTAINED: 1 (Mr. Grinnell abstained from voting because the petitioner is his neighbor.)

**11. Other Business**

The members had no other business to discuss.

**12. Adjourn**

The next meeting is scheduled for August 15, 2001.

Motion by Hubbell  
Supported by Kilmer

To adjourn the meeting at 8:50 p.m.

YEAS: 6

NAYS: 0

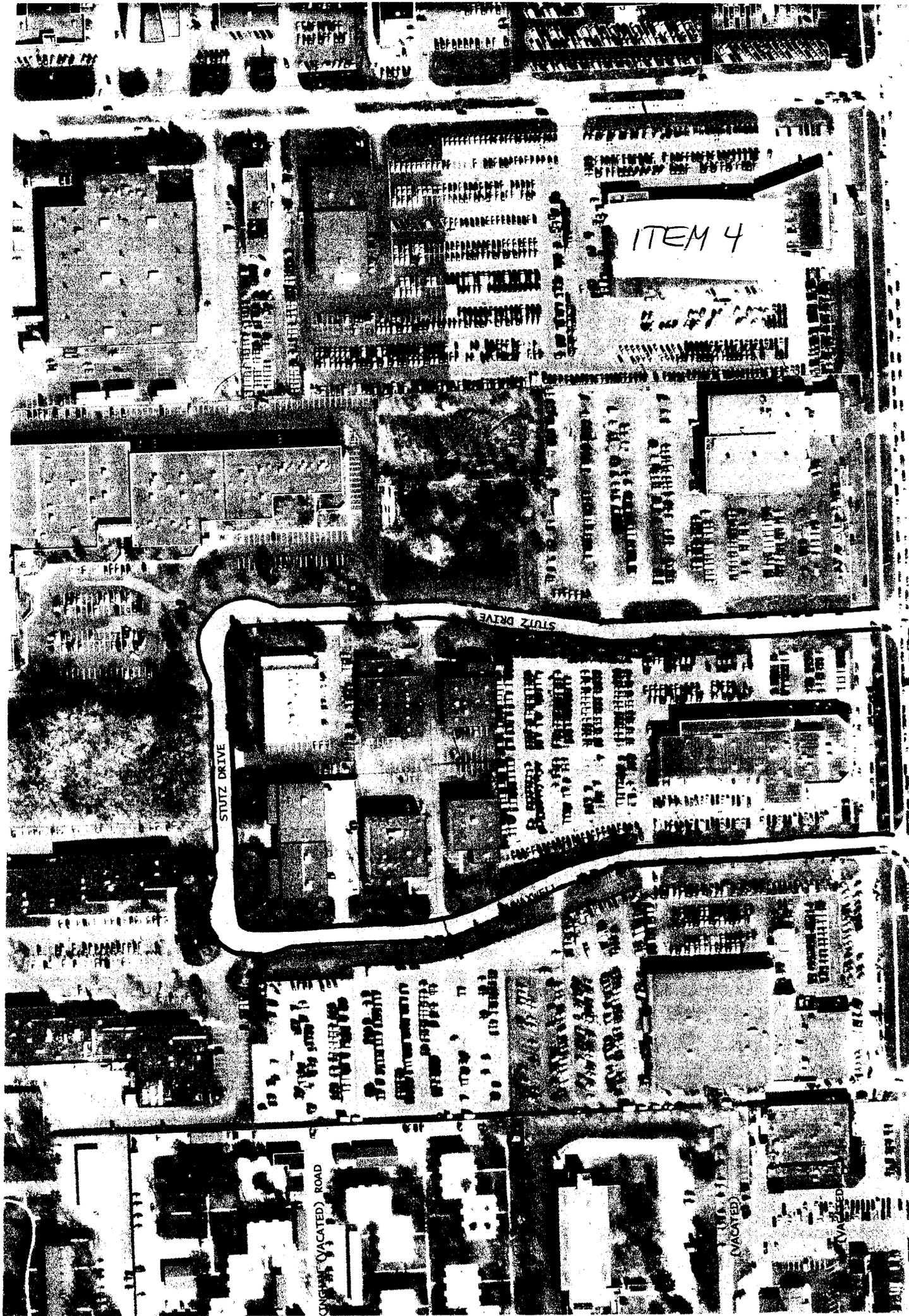
ABSENT: 1

MOTION CARRIED

— = Parking

— = No Parking

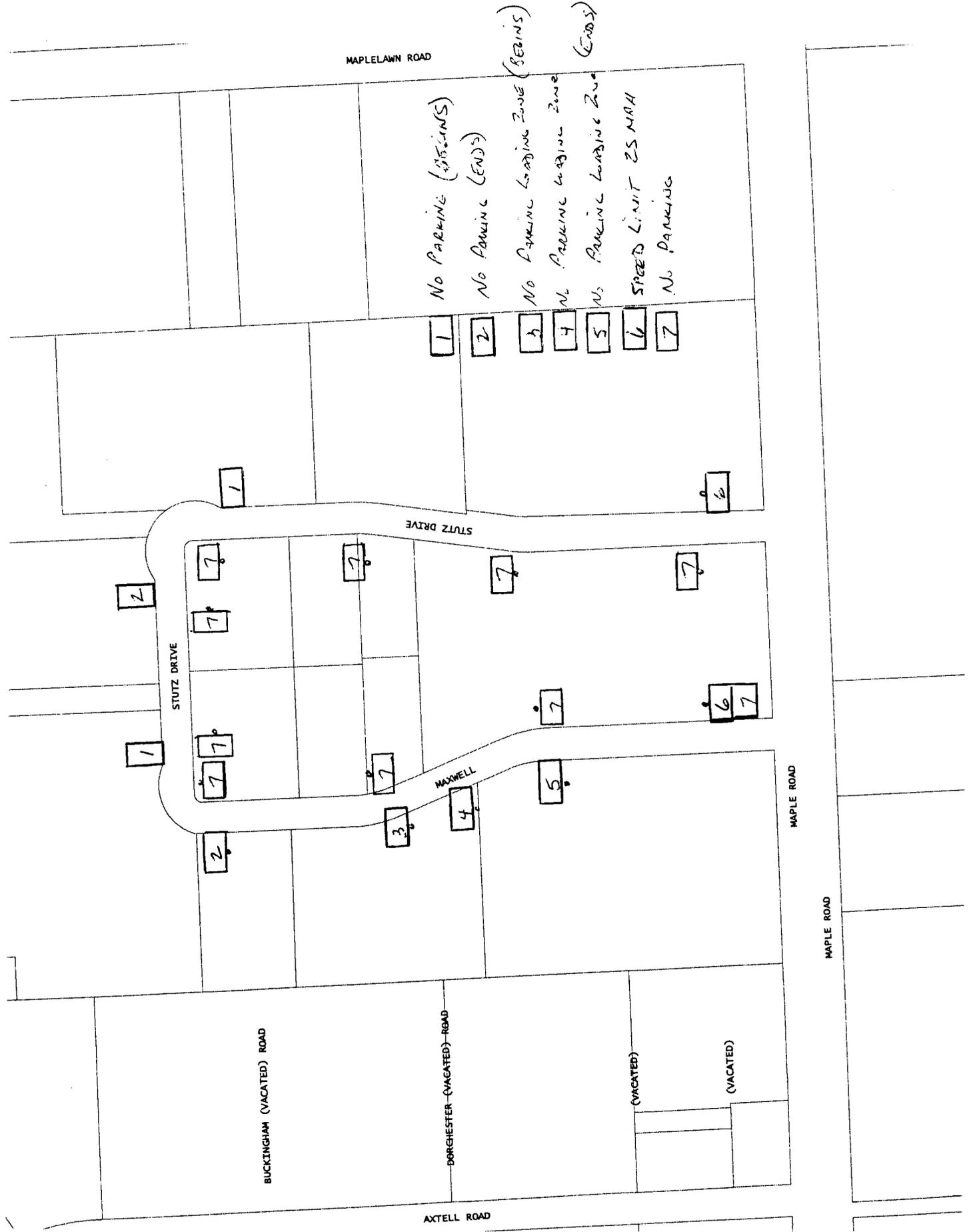
— = Loading Zone No Parking



ITEM 4

EXISTING





TRAFFIC CONTROL ORDER  
# 75-2-P

LOCATION: Both sides of blacktop on Stutz, Maxwell and Linda Streets

Requirement of Order:

RESOLVED, that Traffic Control Order No. 75-2-P for the installation of "No Parking" signs on both sides of blacktop on Stutz, Maxwell and Linda Streets, is hereby approved, as recommended by the Traffic and Safety Committee.

Date of Commission Approval: January 13, 1975

Work Order Sent to D.P.W.: March 4, 1975

(2) copies to D.P.W. (this form shall also be work order)

Install signs ASAP

Note installation date on both copies as soon as complete and return (1) copy to Manager's Office.

\_\_\_\_\_  
City Manager

Manager's office will forward copies to Police Department and City Clerk after installation.

Date Installed: 3-11-75

\_\_\_\_\_  
Public Works Supt.

Copies to:

Police Department 3-24-75  
(Date)

City Clerk \_\_\_\_\_  
(Date)

ITEM 4

TRAFFIC COMMITTEE RECOMMENDATIONS - MEETING OF NOVEMBER 16, 1983

C-1

(a) Recommendation Regarding Parking, Maxwell and Stutz, North of Maple Road

Resolution #83-1142  
Moved by Husk  
Supported by Stine

12/12/83

RESOLVED, That this item be TABLED to the Regular meeting of January 9, 1984.

Yeas: All-7

TRAFFIC COMMITTEE RECOMMENDATION - PARKING - MAXWELL AND STUTZ, NORTH OF MAPLE ROAD

B-1

Mr. Callow, representing Detroit Art Services, Inc., asked that parking be approved.

Resolution #84-6  
Moved by Husk  
Supported by Liebrecht

1/9/84

RESOLVED, That no change be made in the parking regulations, Maxwell and Stutz, north of Maple Road.

Yeas: All-7

ALLOW ON-STREET PARKING FOR DETROIT ART SERVICES, 1699 STUTZ

C-5f

Resolution #84-762  
Moved by Stine  
Supported by Schilling

8/6/84

RESOLVED, That "no parking" signs be removed along the east and north sides of Stutz beginning 250 feet north of Maple for a period of one year, as recommended by the Traffic Committee.

Yeas: Doyle, Pallotta, Schilling, Stine, Taucher  
Nays: Liebrecht  
Absent: Husk  
MOTION PASSED

e) On Street Parking for Detroit Art Services, 1699 Stutz

Resolution #85-1051  
Moved by Pallotta  
Supported by Stine

9/30/85

RESOLVED, That Traffic Control Order No. 85-11-P is hereby approved for the installation of temporary on-street parking, with minor changes which would allow spaces for approximately, 20 vehicles on the east-west portion of Stutz on the north side, between the two eyebrows, for nine (9) months as recommended by the Traffic Committee.

Yeas: All-7

882029326017

RESIDENT  
1700 STUTZ  
TROY MI 48084-4508

882029326023

RESIDENT  
1696 MAXWELL  
TROY MI 48084-4505

882029326013

RESIDENT  
1716 STUTZ -1724  
TROY MI 48084-4508

882029326021

RESIDENT

882029326030

RESIDENT  
1700 STUTZ  
TROY MI 48084-4596

882029326027

RESIDENT  
1695 STUTZ  
TROY MI 48084-4501

882029326018

RESIDENT

RESIDENT  
1694 MAXWELL  
TROY MI 48084-4505

882029326020

RESIDENT  
1700 STUTZ  
TROY MI 48084-4596

882029326028

RESIDENT  
2100 W MAPLE  
TROY MI 48084-7183

882029326025

RESIDENT  
1699 STUTZ  
TROY MI 48084-4501

882029326012

RESIDENT  
1950 W MAPLE  
TROY MI 48084-7193

882029326022

RESIDENT  
1717 STUTZ  
TROY MI 48084-4509

882029326004

RESIDENT  
2600 W MAPLE  
TROY MI 48084-7196

882029326015

RESIDENT

882029326026

RESIDENT  
1697 STUTZ  
TROY MI 48084-4501

882029326016

RESIDENT

ITEM 4

DANTO, MARVIN & BETTY 1700 STUTZ DR-NO TROY MI 48084-4596	882029326017	KAPLAN, SEYMOUR MILES, DAVID G 21650 W ELEVEN M SOUTHFIELD	882029326023 MI 48076-3715
AKZO NOBEL COATINGS INC 1845 MAXWELL TROY MI 48084	882029326013	DANTO, MARVIN & BETTY 1700 STUTZ DR-NO TROY	882029326021 MI 48084-4596
DANTO, MARVIN & BETTY 1700 STUTZ TROY MI 48084-4596	882029326030	KAPLAN, SEYMOUR MILES, DAVID G 21650 W ELEVEN M SOUTHFIELD	882029326027 MI 48076-3715
DANTO, MARVIN & BETTY 1700 STUTZ DR-NO TROY MI 48084-4596	882029326018	KAPLAN, SEYMOUR MILES, DAVID G 21650 W ELEVEN M SOUTHFIELD	882029326024 MI 48076-3715
DANTO, MARVIN & BETTY 1700 STUTZ TROY MI 48084-4596	882029326020	RAMFAM DEVELOPMENT 2100 W MAPLE TROY	882029326028 MI 48084-7183
MPRMC TAX DEPT 2700 BUCHANAN CO 500 KIRTS BLVD TROY MI 48084	882029326025	TAX PAYMENT CUSHMAN & WAKEFIELD INC 200 SW MARKET S PORTLAND	882029326012 OR 97201-5730
JADACH, A A 1820 VINTON RD ROYAL OAK MI 48067-1033	882029326022	TAX DEPT CUSHMAN & WAKEFIELD INC 200 SW MARKET S PORTLAND	882029326004 OR 97201-5730
DEAN SELLERS FORD 2600 W MAPLE TROY MI 48084-7196	882029326015		
KAPLAN, SEYMOUR MILES, DAVID G 21650 W ELEVEN M SOUTHFIELD MI 48076-3715	882029326026		
TAX PAYMENT CUSHMAN & WAKEFIELD INC 200 SW MARKET S PORTLAND OR 97201-5703	882029326016		

ITEM 5



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*MrSID Viewer*

John M. Saylor

Attorney At Law

189 East Big Beaver, Suite 104

Troy, Michigan 48084

524-2950

July 16, 2001

ITEM 5

Traffic Committee Meeting  
July 16, 2001 - 7:30 P.M.  
Lower Level Conference Room  
Troy City Hall

Re: Parking Concerns on Arlund Way  
Requested by Eva Lanfear, 2800 Arlund Way

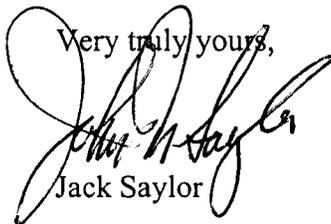
Dear Committee Members:

Parking along Beach Road varies, for example: starting at the south end of Beach, parking is allowed on the east side of Beach from Hampton Lane to Palmerston and on the west side of Beach from Palmerston to Long Lake; parking is not allowed either side of Beach from Long Lake to Arlund Way or from Square Lake to South Blvd. Consequently we have a situation where for 2 miles of Beach Road parking is allowed on one side of the road and for another 2 miles of Beach Road, parking is not allowed on either side. This is inconsistent.

Two items were apparently discussed at the informal gathering on June 20, 2001. The first item was the statement that "since all the houses on Arlund way have long driveways, no one needs street parking." Please note that the two houses on the north side of Arlund have circular turnarounds while the three on the south side do not. Consequently any person parking on the three "long driveways" on the south side must back out unto Arlund Road which is a definite traffic hazard. Secondly, the "long driveways" can only accommodate three to four cars which in no way would suffice for a large family gathering. In the two mile stretch mentioned above where parking was prohibited on both sides of Beach, there are over twenty four "abutting" or "cross-over" streets where parking is allowed (an average of three per 1/4 mile). In the stretch where the 5 houses front on Arlund there is only one nearby abutting street (Sussex) where parking is allowed. Therefore, if parking would be prohibited on both sides of Arlund Way, the residences on Arlund Way would not have as many options as the residences on Beach Road. The second item mentioned in the informal gathering on June 20th was: "...the police often give leeway to lawn workers... if they are parked in a NO PARKING zone." This would seem to indicate that even if the complaintant's request is implemented, the situation that gave rise to her concerns would not be allievated.

In conclusion, it seems to us the most acceptable decision is to prohibit parking on one side of Arlund Way but not on both sides.

Very truly yours,

  
Jack Saylor

  
Annette Saylor

John M. Saylor  
Attorney At Law  
189 East Big Beaver, Suite 104  
Troy, Michigan 48084  
524-2950

ITEM 5

June 18, 2001

Traffic Committee Meeting  
June 20, 2001 - 7:30 P.M.  
Lower Level Conference Room  
Troy City Hall

Re: Parking Concerns on Arlund Way  
Requested by Eva Lanfear, 2800 Arlund Way

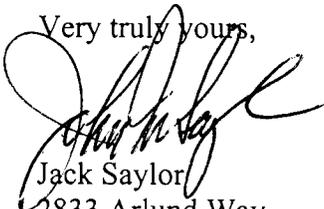
Dear Committee Members:

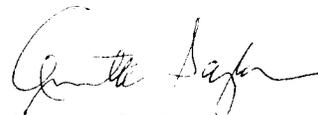
Due to a previous commitment, my wife and I will not be able to attend the Traffic Committee Meeting concerning the captioned, however we wish to submit to you our thoughts on this matter:

1. Apparently our lawn service who comes once a week for approximately 15 minutes during the lawn cutting season does park his "rig" on the north side of Arlund Way. In light of your notice, we contacted our lawn service and requested that he park on the south side of Arlund. However, the south side of Arlund is generally wetter and he chose the north side for he can pull off the road on that side. Nevertheless, he said he would park on the south side and put out "traffic cones" in the future.
2. The bigger issue here, in our opinion, is where will our visitors park if they can't park on Arlund. The argument that there is no parking allowed on Beach loses some of its force when extrapolated to Arlund for most of the homes abutting Beach have alternate parking available to them on all the side streets that dead end or cross Beach. The residents on Arlund in our opinion do not have a comparable alternative.

Thank you very much for considering our sincere concerns.

Very truly yours,

  
Jack Saylor  
2833 Arlund Way  
Troy, MI 48098

  
Annette Saylor  
2833 Arlund Way  
Troy, MI 48098

ITEM 5

ROBERT LOWERY  
2890 ARLUND WAY  
TROY, MI 48098-2365

LANFEAR, HAROLD & EVA  
2800 ARLUND WAY  
TROY, MI 48098-2365

FORREST URIE  
5896 HUNTERS GATE  
TROY, MI 48098-2345

MOHAN, PHILIP V & IRENE E  
5882 HUNTERS GATE  
TROY, MI 48098-2345

ROMAN, WALTER & SARA  
5874 HUNTERS GATE  
TROY, MI 48098-2345

EVERETT, WILLIAM & PATRICIA  
5860 HUNTERS GATE  
TROY, MI 48098-2345

CLAIRE CAVANAGH  
5852 HUNTERS GATE  
TROY, MI 48098-2345

MCKELVIE, CHARLES & NANCY  
5970 SUSSEX  
TROY, MI 48098-2397

JERIS, LAURENCE & KAREN  
2847 ARLUND WAY  
TROY, MI 48098

SAYLOR, JOHN & ANNETTE  
2833 ARLUND WAY  
TROY, MI 48098

JARDINE, MICHAEL & GERALD  
2815 ARLUND WAY  
TROY, MI 48098-2318

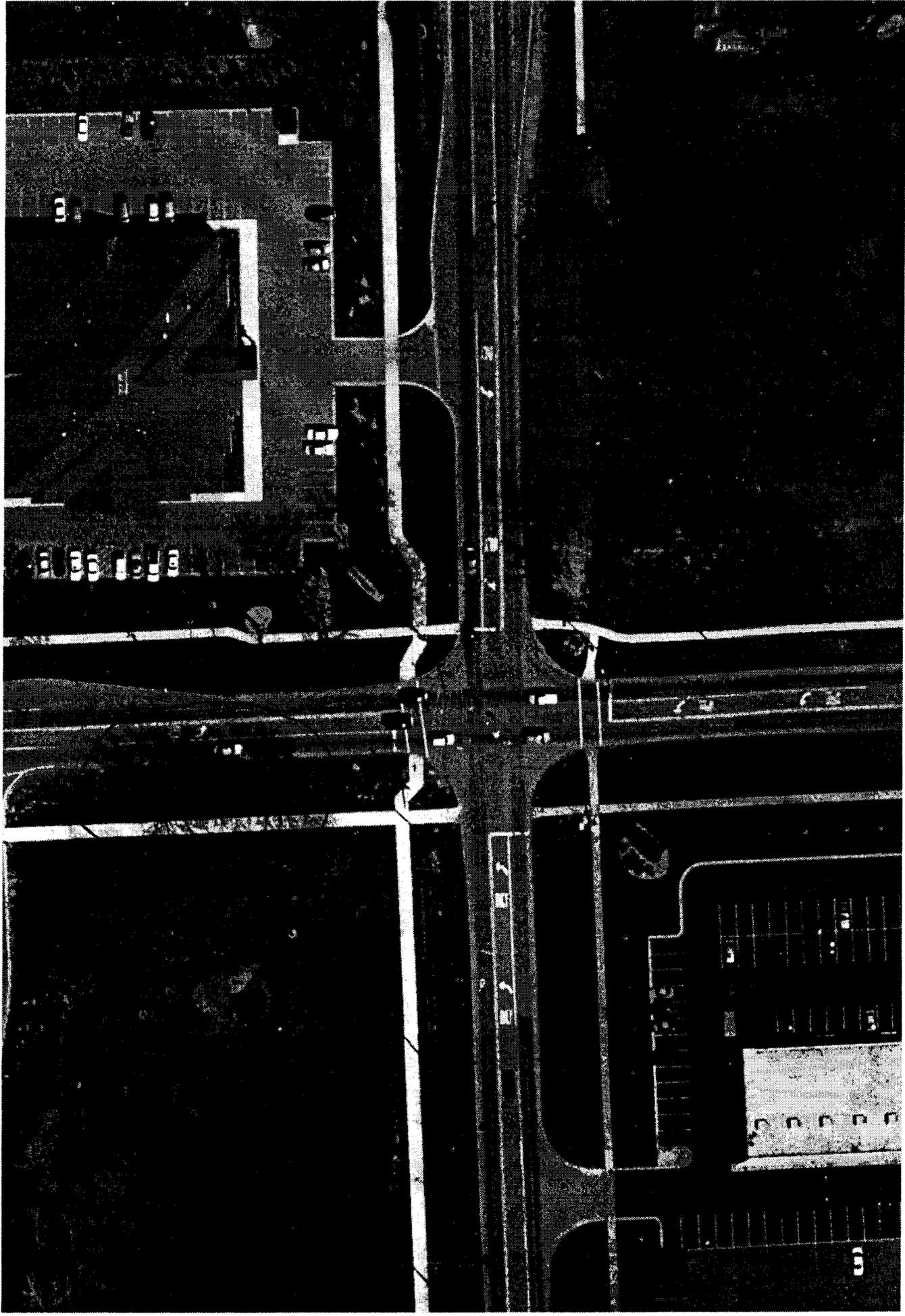
AUBRY, JAMES & CATHERINE  
5891 ANDOVER  
TROY, MI 48098-2316

KRISHNAN, K S & JAYA  
5887 ANDOVER  
TROY, MI 48098-2316

BRIAN HERRING  
5875 ANDOVER  
TROY, MI 48098-2316

PIERCE, A ROBERT & SHARON  
5898 ANDOVER  
TROY, MI 48098-2316

ITEM 6



[X:\Aerials\TROY.SID] Scale 1:3056.434

*MrSID Viewer*

ITEM 7

MATTIA, GHAZWAN & PAULETTE  
4837 HOLLAND  
TROY, MI 48098

JANAN ZAITOUNA  
4823 HOLLAND  
TROY, MI 48098

ABRAHAM, VARHESE & SUSAN  
2942 WESSELS  
TROY, MI 48098

ZHANG, DAQING & XIANJU  
4763 HOLLAND  
TROY, MI 48098

THAI PHAM  
4764 HOLLAND  
TROY, MI 48098

MANJEET KAUR  
4809 HOLLAND  
TROY, MI 48098

VIJAYAN SUGUMARAN  
4795 HOLLAND  
TROY, MI 48098

ANDERSON, MELVIN & BARBARA  
4781 HOLLAND  
TROY, MI 48098

MILLER, ANTHONY & VANESSA  
2941 WESSELS  
TROY, MI 48098

DEVITO, ANTHONY & ANNMARIE  
2923 WESSELS  
TROY, MI 48098

WORZYK, PETER & LYDIA  
2933 THALES  
TROY, MI 48098

ANIL SADASIVAN  
2919 THALES  
TROY, MI 48098

BARTON, JAMES & MARY  
2924 WESSELS  
TROY, MI 48098

PETITION

PETITION

**HOLLAND HILLS SUBDIVISION**  
Long Lake Road & Dequindre, Troy MI

We the undersigned are residents of the Holland Hills Subdivision and hereby request the placement of stop signs at the intersections of Wessels Drive / Holland Drive and Thales Drive / Holland Drive.

PETITIONER #	LOT #	NAME	ADDRESS	SIGNATURE	DATE
17	28	Bala Ananth/Anil Sadasivan	2919 Thales Drive	<i>[Signature]</i>	6/26/01
18	27	Peter and Lydia Woryk	2933 Thales Drive	<i>[Signature]</i>	6/26/01
19	26	Kiel and Nadeen Brown	2947 Thales Drive	<i>[Signature]</i>	6/26/01
20	25	Carl and Carolyn Kammer	2961 Thales Drive	<i>[Signature]</i>	"
21	24	Don and Marie Stanley	2975 Thales Drive	<i>[Signature]</i>	6-26-01
22	16	Rafiq Ramhtullah	2902 Tulip Drive	<i>[Signature]</i>	6/26/01
23	17	Dennis and Danielle Buser	2916 Tulip Drive	<i>[Signature]</i>	6/26/01
24	18	Tess Chua/Ramiro Calderon, Jr.	2930 Tulip Drive	<i>[Signature]</i>	6/26/01
25	4	Tony and Ann DeVito	2923 Wessels Drive	<i>[Signature]</i>	6-26-01
26	29	Jim and Mary Barton	2924 Wessels Drive	<i>[Signature]</i>	6-26-01
27	3	Anthony and Vanessa Miller	2941 Wessels Drive	<i>[Signature]</i>	6-26-01
28	30	Varghese and Susan Abraham	2942 Wessels Drive	<i>[Signature]</i>	6-26-01
29	2	Durra Dickow	2959 Wessels Drive	<i>[Signature]</i>	7.5.01
30	31	Paul Mehta	2960 Wessels Drive	<i>[Signature]</i>	6/26/01.
31	1	Mike Suchowski	2977 Wessels Drive	<i>[Signature]</i>	6/26/01
32	32	Chris and Shelly Thornton	2978 Wessels Drive	<i>[Signature]</i>	6-26-01

ITEM 7

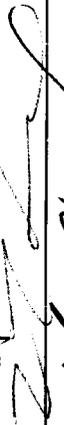
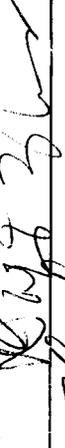
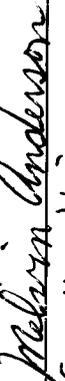
**PETITION**

**PETITION**

**HOLLAND HILLS SUBDIVISION**

Long Lake Road & Dequindre, Troy MI

We the undersigned are residents of the Holland Hills Subdivision and hereby request the placement of stop signs at the intersections of Wessels Drive / Holland Drive and Thales Drive / Holland Drive.

PETITIONER #	LOT #	NAME	ADDRESS	SIGNATURE	DATE
1	15	Randy Morrison	4693 Holland Drive		6/29/01
2	14	Mike Nixon	4707 Holland Drive		6-26-01
3	19	Sharon Huang	4708 Holland Drive		"
4	13	Kazimierz and Maria Choma	4721 Holland Drive		"
5	20	Eric and Kim Doyle	4722 Holland Drive		6/29/01
6	12	Allen and Lisa Chin	4735 Holland Drive		6-26-01
7	21	Mike Brady	4736 Holland Drive		6/28/01
8	11	Tom and Frances Tran	4749 Holland Drive		6/26/01
9	22	Fred Toma	4750 Holland Drive		6/29/01
10	10	Daging Zhang	4763 Holland Drive		6/26/01
11	23	Thai Pham/Mai Duong	4764 Holland Drive		6/26/01
12	9	Mel and Barbara Anderson	4781 Holland Drive		7/3/01
13	8	Vijay and Santhi Sugumaran	4795 Holland Drive		6/28/01
14	7	Gurmeet Sighn	4809 Holland Drive		6/20/01
15	6	John Zaitouna	4823 Holland Drive		6-27-01
16	5	Gus and Paulette Mattia	4837 Holland Drive		6-26-01

ITEM 7

## ENGINEERING

In conjunction with the other components discussed above, the City staff will conduct a complete engineering review of the neighborhood. The review will include consideration of placing new or modifying existing traffic controls.

### **P** HASE III - CONSTRUCTION

Phase III involves the installation of actual physical control devices in the roadway. These devices are designed to make it less comfortable for the motorist to speed and/or inhibit cut through traffic. But they are expensive and involve a measure of liability to the City and may impact the ability of emergency services to respond to the area, potentially resulting in an elevated level of risk to the residents. So it is extremely important that these devices only be installed after exhausting the alternatives provided in Phase I and II. There are specific criteria for the installation of each type of device, and their use is determined by traffic engineering analysis.

The devices include: speed humps, traffic circles, slow points, and entrance/ exit barriers. Once the Core Group and City staff have determined a plan for physical devices, it is presented to residents at a community meeting. Input from the residents is incorporated into the plan. Neighborhood support is absolutely essential during the entire process, even more so if physical traffic control devices are to be installed.

The cost to install physical traffic control devices will be borne by the neighborhood, shared by way of the City's Special Assessment District procedures. Support for installation must be by petition of at least 70% of residents in the effected area. After petitions have been received and verified, the City Council will be notified of the recommended project. Implementation of the plan is based on acceptance by City Council. Following this

approval step, the device(s) will be designed, bids taken and constructed.

### **How do we get started?**

1. Identify traffic concerns in your neighborhood.
2. Discuss possible solutions with your neighbors or the neighborhood association.
3. Fill out the attached "Traffic Information Survey" Form and mail to the City's Traffic Engineering Services Division.
4. Attend the Informational Meeting to hear more about the Neighborhood Traffic Harmonization Program.
5. Form a Core Group of residents who will be advocates for the safety improvements.

### **Is the Program successful?**

This type of program has proven successful in many communities that are very similar to Troy.

### **Let's begin....**

We want to work with you and your neighbors to make your neighborhood streets safer. Please take the first step in achieving this by filling out the enclosed Traffic Information Survey providing us with your concerns and indicating what solutions you feel would be appropriate for your neighborhood.

*The City takes its role in solving traffic concerns very seriously, yet the ultimate burden of safety rests on you, the motorist in the City of Troy. We will respond to every traffic concern you may have. Since we receive in excess of 1500 traffic concerns per year, we may not be able to investigate your request as quickly as we would like to. We appreciate your patience and understanding in this matter.*



## **NEIGHBORHOOD TRAFFIC HARMONIZATION PROGRAM**

### **INFORMATION BROCHURE**

**TRAFFIC ENGINEERING DIVISION  
TROY POLICE DEPARTMENT  
500 W. BIG BEAVER ROAD  
TROY, MI 48083**

**[www.ci.troy.mi.us](http://www.ci.troy.mi.us)**

**PHONE: (248) 524 3379**

**(248) 524 3432**

**FAX: (248) 524 1838**

**e-mail: [abrahamjk@ci.troy.mi.us](mailto:abrahamjk@ci.troy.mi.us)**

**[rossmanrj@ci.troy.mi.us](mailto:rossmanrj@ci.troy.mi.us)**

ITEM 8

## Troy Neighborhood Traffic Harmonization Program

### INFORMATION BROCHURE

What is the Troy Neighborhood Traffic Harmonization Program?

The Troy Neighborhood Traffic Harmonization Program was created to address neighborhood traffic safety concerns while enabling citizens and/or community groups to become actively involved in the improvement process. This program allows City staff and the community to work together to create safe and pleasant conditions in our residential areas for motorists, bicyclists, pedestrians and residents.

What types of issues can the program address?

- Accidents
- Speeding
- Pedestrian safety
- Cut-through traffic
- Sight distance

How does the program work?

The program is divided into three phases that must occur in order.

### PHASE I - INFORMATIONAL MEETING / PROBLEM IDENTIFICATION

Phase I identifies the problem, provides for a complete explanation of the Program, gains the support of a Core Group of residents, and collects data in the form of speed studies and field review.

Residents with a traffic safety concern can contact the City at the numbers/e-mail provided in this brochure. In return they receive a Traffic Information Survey Form.

You are requested to discuss traffic concerns with your neighbors and/or the neighborhood association. If there is interest, the City will host an informational meeting and present the program.

From the informational meeting, a group of residents or Core Group will be formed to work with the City to gather information. Speed studies will be performed at locations identified by the residents. In addition, traffic counts will be taken and other operational areas will be studied. All of the data gathering will be done in partnership; City employees and resident volunteers working together. This information, jointly collected, will establish base data from which Phase II and Phase III of the program will stem.

### PHASE II - PROBLEM SOLVING

Phase II is the development of a plan combining elements of educational, enforcement and engineering measures. Based on the specific findings of the field review, a plan will be agreed upon. Past enforcement activities in the City have found that most violations of traffic ordinances within a residential area are the residents of that area. Therefore, much of the following activities will be directed towards friends and neighbors.

### EDUCATION

Three educational programs are currently proposed. City staff and the Core Group will determine the extent to which each will be used. They are:

#### A. THE NEIGHBORHOOD TRAFFIC SAFETY CAMPAIGN

This involves the distribution of brochures describing techniques that pedestrians and parents can use to help address speeding issues and to become better aware of their driving habits.

#### B. USE OF THE SMART TRAILER (Speed Monitoring Awareness Radar Trailer)

This program consists of a portable, unmanned trailer equipped with radar speed detection equipment. The unit obtains speeds of oncoming vehicles and displays them on a digital display board visible to the passing motorist. The intent is to show motorists their actual travel speed. The program can be combined with the Troy Police Department enforcement activity.

#### C. THE OWNERSHIP LETTER CAMPAIGN

This program involves citizens collecting speed data for vehicles in their neighborhood with City Staff assistance. After recording the speed and vehicle information, the City obtains the registered owner's name and address through Michigan's Secretary of State's system. City staff then sends letters to these motorists explaining the community's desire for a safe neighborhood and encouraging them to drive 25 mph. This program actively involves citizens in addressing the speeding concerns in their neighborhood.

### ENFORCEMENT

The enforcement plan includes the selective enforcement of specific traffic controls and vehicle movements by our Police Department. Following current practice, the Core Group identifies specific time periods and locations that the Police Officials can target for specific ordinance enforcement (i.e. speeding, disobeying stop signs, improper parking, etc.)

Once these measures are taken, the effectiveness is monitored and a re-evaluation of the location is completed. If the measures prove to be effective and the speeding problem is reduced to an acceptable level, the Core Group will notify the neighborhood of their success and encourage the continuation of safe driving. If, however, these measures prove ineffective, the location then qualifies for consideration of Phase III of the program.

May 9, 2001

TO: The City of Troy Traffic Committee  
FROM: William Need, Public Works Director   
SUBJECT: Request for Waiver of Sidewalk Requirement  
At 696 Creston – Section 10

Per the attached letter Mr. Johnson is requesting a waiver for the sidewalk at the property located at 696 Creston.

The sidewalk ordinance requires that sidewalk be installed in conjunction with the development of this parcel due to a lot split, combined and re-platted

We recommend that the sidewalk be installed. However, if the sidewalk requirements were to be waived, we recommend the approval be subject to the execution and recording of an "*Agreement for Irrevocable Petition for Sidewalk*", or the submission of a cash deposit for future construction to assure consent and participation if there is future sidewalk installation.

Please advise if there are any questions or if further information is required.



**AGREEMENT FOR IRREVOCABLE PETITION FOR SIDEWALKS  
CITY OF TROY, OAKLAND COUNTY, MICHIGAN**

This Agreement, dated the 3 day of MAY, 2000, by and between MICHAEL JOHNSON, the Petitioner(s), residing/doing business at the following address 422 E. SIDA. RD. LR and the City of Troy, Michigan, a municipal corporation by which the parties agree as follows:

- (1) That the petitioner(s) are owner(s) of the property subject to this agreement. The property more specifically described as SIDWELL # 88-2010-422-012

LEGAL DESCRIPTION: LOT 25 EXCEPT W 38 FT OF CORNER SPANNING SUB, PART OF S.E. 1/4 OF SEC 10 T. 2. N.; R. 11 E., TROY LIBER 88

PROPERTY ADDRESS: 696 CHESTON

- (2) That this request is made to advise the City of Troy Traffic Committee of our desire for such improvement and willingness to have our property assessed, if the Traffic Committee, in the exercise of its discretion, orders such improvement to be made; and
- (3) That the petitioner asserts that such improvement and assessment may be made in the near or distant future and agrees that the timing of such is within the sole discretion of the Traffic Committee; and
- (4) That this petition is to be considered irrevocable and is submitted by the petitioner in lieu of cash deposits for sidewalks for which the City of Troy normally takes deposits or private agreements; and
- (5) That by the petition the petitioners shall be in favor of a sidewalk and they shall not object to a special assessment the for sidewalk; and
- (6) That this irrevocable petition shall be a covenant which touches and concerns the land and shall be binding on successors and/or assigns of the ownership interest of this property; and
- (7) That the petitioner agrees to pay the fees for the recording of this agreement.

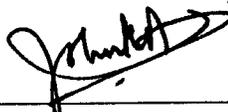


CITY OF TROY  
PUBLIC HEARING

A Public Hearing will be held by and before the Traffic Committee of the City of Troy, 500 West Big Beaver, Troy, MI, on Wednesday, July 18, 2001 at 7:30 p.m., or as soon thereafter as the agenda will permit, to consider the request for waiver of sidewalk requirements at 696 Creston.

You may express your opinion by writing the Traffic Engineering office or by attending the Public Hearing.

*I, Mrs. Dorothy Dettloff 660 Creston say there is no need, to put a sidewalk at 696 Creston. Especially since we do not have sidewalks, period along Creston - So my answer is no thank you Mrs D. Dettloff*

  
\_\_\_\_\_  
John Abraham  
Traffic Engineer

Notice: People with disabilities needing accommodations for effective participation in this meeting should contact the Traffic Engineering office at 248-524-3379 at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.

Publish: June 4, 2001

**Please note: This Public Hearing was originally scheduled for June 20, 2001. The lack of a quorum at that meeting required that the Public Hearing be rescheduled for July 18, 2001.**

Attn: Marina

**CASH RECEIPT**  
CITY OF TROY

\_\_\_\_\_ FUND

Date 5-4 Yr 01

M Mike Johnson

Address \_\_\_\_\_

DESCRIPTION	AMOUNT
SIDEWALK WAIVER FEE	
2024 VERMONT 696 CRESTON	45 00 45 00
CITY OF TROY - TREASURER'S 05/04/2001 PAID 90.00 SW 0001 TRF CK RETURN 0000000032	
Total	90 00

All claims and returned goods MUST be accompanied by this receipt.

No **D527734**

Rec'd by \_\_\_\_\_

ORIGINAL

VALID RECEIPT ONLY WHEN STAMPED "PAID"

↓ ↓

MARTEL B.F. inc. (800) 836-0111

ITEM 9

882010476035		882010477046	
RESIDENT		RESIDENT	
767 CRESTON		684 CRESTON	
TROY MI 48098-3263		TROY MI 48098-3211	
882010476034		882010477041	
RESIDENT		RESIDENT	
735 CRESTON		660 CRESTON	
TROY MI 48098-3263		TROY MI 48098-3211	
882010476033		882010477002	
RESIDENT		RESIDENT	
711 CRESTON		636 CRESTON	
TROY MI 48098-3263		TROY MI 48098-3211	
882010476032		882010477022	
RESIDENT		RESIDENT	
691 CRESTON		755 E LONG LAKE	
TROY MI 48098-3210		TROY MI 48098-4845	
882010476031		882010477021	
RESIDENT		RESIDENT	
661 CRESTON		715 E LONG LAKE	
TROY MI 48098-3210		TROY MI 48098-4845	
882010476030		882010477020	
RESIDENT		RESIDENT	
659 CRESTON		685 E LONG LAKE	
TROY MI 48098-3210		TROY MI 48098-4838	
882010477007		882010477019	
RESIDENT		RESIDENT	
766 CRESTON		665 E LONG LAKE	
TROY MI 48098-3260		TROY MI 48098-4838	
882010477006		882010477018	
RESIDENT		RESIDENT	
736 CRESTON		645 E LONG LAKE	
TROY MI 48098-3260		TROY MI 48098-4838	
882010477005			
RESIDENT			
710 CRESTON			
TROY MI 48098-3260			
882010477047			
RESIDENT			
696 CRESTON			
TROY MI 48098			

May 9, 2001

TO: The City of Troy Traffic Committee  
FROM: William Need, Public Works Director   
SUBJECT: Request for Waiver of Sidewalk Requirement  
At 2024 Vermont – Section 25

Per the attached letter Mr. Johnson is requesting a waiver for the sidewalk at the property located 2024 Vermont.

The sidewalk ordinance requires that sidewalk be installed in conjunction with the development of this parcel due to a lot split, combined and re-platted

We recommend that the sidewalk be installed. However, if the sidewalk requirements were to be waived, we recommend the approval be subject to the execution and recording of an "*Agreement for Irrevocable Petition for Sidewalk*", or the submission of a cash deposit for future construction to assure consent and participation if there is future sidewalk installation.

Please advise if there are any questions or if further information is required.

City Of Troy  
Mr. William Need,  
Public Works Director  
4693 Rochester Rd  
Troy, MI 48098

Mr. Need

I am/ We are the owner(s) of the property at 2024 Vermont  
Troy, YPOFD,  
3

Lot Number                      Subdivision Name                      Sidwell Number  
3                      MAPLE AVENUE                      88-20-25-357-058

Is requesting sidewalk variance for the following reasons,  
There are no sidewalks adjacent to our rear  
above parcel

See attached Plan/sketch.

We can be contacted at 248-866-0080  
Phone Number

Michael Johnson  
Name

  
Signature

**AGREEMENT FOR IRREVOCABLE PETITION FOR SIDEWALKS  
CITY OF TROY, OAKLAND COUNTY, MICHIGAN**

This Agreement, dated the 3 day of MAY, 2000, by and between Michael  
JOHNSON, the Petitioner(s), residing/doing business at the following address 422  
E SQUARE LN TROY, MI 48061 and the City of Troy, Michigan, a municipal corporation by which  
the parties agree as follows:

- (1) That the petitioner(s) are owner(s) of the property subject to this agreement. The property more specifically described as SIDWELL # PP-20-25-351-058

LEGAL DESCRIPTION: TWN R1/E SEC 25 MAPLE ACRES E 71.40  
FT OF LOT 3 9-16-97 P/001 12-8-97 CON 5-2-00

PROPERTY ADDRESS: 3024 VERMONT TROY, MI

- (2) That this request is made to advise the City of Troy Traffic Committee of our desire for such improvement and willingness to have our property assessed, if the Traffic Committee, in the exercise of its discretion, orders such improvement to be made; and
- (3) That the petitioner asserts that such improvement and assessment may be made in the near or distant future and agrees that the timing of such is within the sole discretion of the Traffic Committee; and
- (4) That this petition is to be considered irrevocable and is submitted by the petitioner in lieu of cash deposits for sidewalks for which the City of Troy normally takes deposits or private agreements; and
- (5) That by the petition the petitioners shall be in favor of a sidewalk and they shall not object to a special assessment the for sidewalk; and
- (6) That this irrevocable petition shall be a covenant which touches and concerns the land and shall be binding on successors and/or assigns of the ownership interest of this property; and
- (7) That the petitioner agrees to pay the fees for the recording of this agreement.

AGREEMENT FOR IRREVOCABLE PETITION FOR SIDEWALKS

CITY OF TROY, OAKLAND COUNTY, MICHIGAN  
SIDWELL # PP-20-25-351-058

In Witness Whereof, the parties hereto have executed this covenant to be executed the day and year first above written.

Witnesses:

[Signature]  
Signature (in blue ink only)

Nancy Jozwiak  
Print Name (in black ink only)

Summer Ateek  
Signature (in blue ink only)

Summer Ateek  
Print Name (in black ink only)

Petitioner(s):

[Signature]  
Signature (in blue ink only)

Michael A Johnson  
Print Name (in black ink only)

\_\_\_\_\_  
Signature (in blue ink only)

\_\_\_\_\_  
Print Name (in black ink only)

Notarization of Petitioner(s)' Signature(s):

State of Michigan, County of Oakland

The foregoing instrument was acknowledged before me, a Notary Public, on the 2<sup>nd</sup> day of May, 2000 2001

[Signature]  
Signature (in blue ink only)

My Commission Expires 02/16/2003

NIHAL S. BORDAS  
Notary Public, Oakland County, Michigan  
Print Name (in black ink only)

Attn: Marina

# CASH RECEIPT

## CITY OF TROY

\_\_\_\_\_ FUND

Date 5-4 Yr 01

M Mike Johnson

Address \_\_\_\_\_

DESCRIPTION	AMOUNT
SIDEWALK WAIVER FEE	
2024 VERMONT	45 00
696 CRESTON	45 00
CITY OF TROY - TREASURER'S 05/04/2001 PAID 90.00 SW 0001 THE CK RETURN 0000000032	
Total	90 00

All claims and returned goods MUST be accompanied by this receipt.

No **D527734**

Rec'd by \_\_\_\_\_

ORIGINAL

VALID RECEIPT ONLY WHEN STAMPED "PAID"

MARTEL B.F. inc. (800) 836-0111



July 30, 2001

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager  
Gary A. Shripka, Assistant City Manager/Services  
Jeanette Bennett, Purchasing Director  
Carol K. Anderson, Parks and Recreation Director

SUBJECT: Bid Waiver – Exhibition Tents For Troy Daze Festival

### **RECOMMENDATION**

The Parks and Recreation Department recommends that Council waive formal bidding procedures and authorizes the rental of exhibition tents from Special Events Rental for the Troy Daze Festival at an estimated total cost of \$12,240.00.

### **BACKGROUND**

One of the elements of the Troy Daze festival is the booth area, at which spaces for approximately 80 booths are sold to various community and business groups to set up displays. These booths have traditionally been arranged under the cover of one - 40' x 220' and one - 80' x 100' exhibition tents. Under this configuration booth participants and festivalgoers have commented that the booths are spread out too far and there is a general feeling that the two areas are not connected.

In an effort to reconfigure and improve the layout of the Troy Daze festival, Troy Daze Committee members would like to rent one larger 80' x 220' tent to house all of the booths rather than putting them beneath two separate tents. The rental cost of the one larger tent is higher than the rental cost of the two smaller tents, but staff contends that bringing all of the booths under one tent will not only bring continuity to the booth area, but will also improve the traffic flow around the booths and relieve congestion caused by the excessive tent poles and walkways that comes with two tents.

Festival organizers would also like to increase the size of the entertainment tent from 80' x 100' to 80' x 120' to accommodate an additional entertainment stage, which carries an increase in rental cost as well.

July 30, 2001

To: The Honorable Mayor and City Council  
Re: Bid Waiver – Exhibition Tents for Troy Daze Festival

Page 2 of 2

### **MARKET ANALYSIS**

There are very few tent rental companies that carry the larger exhibition tents. Staff has solicited quotes from three of these companies.

<b>VENDOR</b>	<b>80' X 220' TENT</b>	<b>80' X 120' TENT</b>
SPECIAL EVENTS RENTAL	\$7,920.00	\$4,320.00
COLONIAL PARTY AND EVENT RENTAL	\$11,385.60	\$5,921.00
THE RENTAL PLACE	NO QUOTE	NO QUOTE

The 2001 Troy Daze Festival is scheduled for September 13 – 16, and there is not sufficient time to prepare a formal bid, solicit responses and award a contract before the start of the festival.

### **BUDGET**

Funding is available in the Community Fair Fund Account #784. 7942.

July 24, 2001

TO: The Honorable Mayor and City Council

FROM John Szerlag, City Manager  
John M. Lamerato, Assistant City Manager / Finance and Administration  
James Nash, Financial Services Director  
Jeanette Bennett, Purchasing Director

SUBJECT: Approval of a Procurement Card Program and Accompanying Bank Resolution from Fifth Third Bank

### **RECOMMENDATION**

It is recommended that the Troy City Council approve the implementation of a procurement card program from the City's bank service provider, Old Kent Bank soon to be Fifth Third Bank in accordance with the attached Purchasing Card Resolution (Attachment 1). With the approval of the banking services contract with Old Kent Bank, Council Resolution #99-349-E-2c (Attachment 2), optional services such as the procurement card program could be negotiated during the term of the contract. Fifth Third Bank offers their Procurement Card Program through MasterCard.

The purpose of a procurement card program is to provide an efficient, cost-effective method of purchasing and paying for small-dollar as well as high-volume, repetitive purchases. The cost of the program is minimal (\$500 card design fee) and an Internet reporting fee of \$.10 per transaction (Attachment 3). There will be no finance charges since procurement card purchases are paid once per month upon receipt of the bill through the Finance Department. Individual transaction reconciliation and purchase approval occurs at the department level with final bill reconciliation and accounting occurring in the Finance department thereafter. Purchasing will monitor the procedures and purchases made.

### **CURRENT CONDITIONS**

The business climate has changed substantially in the last few years. Many local companies used by staff for low dollar supply purchases are moving away from open accounts resulting in purchases requiring cash or credit cards. Also, various aspects of the travel industry require payment at the time of booking. These market conditions are resulting in regular use of employees' personal credit cards, regular use of petty cash accounts, and in some after hour emergencies, extreme hardships in getting repair parts for efficient operation of the fleet.

## **GOVERNMENTAL REGULATIONS**

Provisions of Public Act 266 of 1995 (Attachment 4) govern the procurement card program. The program will be audited in compliance with PA 266 since it is specifically addressed in the Michigan Department of Treasury ***Audit Procedures Report*** (Attachment 5). The program (Attachment 6) prepared by City staff complies with all requirements of this Act and also the guidelines established by the Government Finance Officers Association. If the program is approved by City Council, a pilot program will be established for a minimum of three (3) months. During the pilot, staff from the Motor Pool, Police Training, Manager's Office, and the Building Operations department will test the efficiency and effectiveness of the program. Once the pilot procedures and expenditure limits are tested, the program will roll out to other departments.

## **PROCUREMENT CARD PURCHASES**

The Government Finance Officers Association (GFOA) recommends that governments explore the use of purchasing cards to improve efficiency of their purchasing procedures for the following reasons:

- Expedited delivery of goods
- Reduced paperwork
- Simplified purchasing process
- Lower overall transaction processing costs per purchase
- Increased management information on purchasing histories
- Ability to set and control purchasing dollar limits



# Commercial Card\* COMPANY RESOLUTION

I, the undersigned, Secretary of \_\_\_\_\_, a corporation, proprietorship, partnership, limited liability company or limited liability partnership (the "Company") organized under the laws of the State of \_\_\_\_\_, do hereby certify as follows:

- 1) Attached hereto, marked Attachment A, is a true and correct copy of the current Articles of Incorporation of the Company together with all amendments thereto.
- 2) The following persons are the duly elected officers of the Company, holding the office set forth opposite their respective names. Each officer who has executed or will execute any documents in connection with this transaction has set forth his true and customary signature opposite his name.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

- 3) Each officer whose personal signature appears above has been duly authorized by resolution of the board of directors of the Company to execute any and all instruments or documents which he may deem necessary or appropriate in connection with this transaction.
- 4) That at a duly called meeting of the Board of Directors of said company held on \_\_\_\_\_, a quorum being present, the following/attached resolution was duly adopted and is set forth in the minutes of the said meeting; and that the said resolution has not been rescinded or modified, and that there is nothing in the regulation, by-laws, or directors' or stockholders' resolutions of said Company which in any way limits or restricts its borrowing power or conflicts with said resolution.

NOW THEREFORE, be it resolved that this Company shall apply to Fifth Third Bank for the issuance of a sufficient number of Commercial Cards as, in the judgement of the officer or officers hereinafter authorized, this company may require;

RESOLVED FURTHER THAT, the President or the Vice President, and the Secretary or the Assistant Secretary of this Company are authorized, directed and empowered, in the name of this Company, to apply to Fifth Third Bank for the issuance of such Commercial Cards, to execute such application forms, agreements and documents to pay and provide security for payment of all indebtedness incurred by use of such Commercial Cards, whether authorized or unauthorized, as Fifth Third Bank may require in accordance with the terms and conditions of The Fifth Third Commercial Card Company Agreement, and to obtain and forward to Fifth Third Bank, The Fifth Third Commercial Card Cardholder Agreement(s) from those officers or agents it designates from time to time to receive and use a card.

RESOLVED FURTHER THAT, Fifth Third Bank is authorized to act upon this resolution until written notice of its revocation is delivered to the Bank and that the authority hereby granted shall apply with equal force and effect to the successors in office of the officers herein named.

IN WITNESS WHEREOF, I have hereunto set my hand as such Secretary, this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_

\_\_\_\_\_  
Secretary

34-518(5/00)

\*The term "Commercial Card" refers to any one of the following card products: Corporate, Purchasing or Corporate Multi-Card.

CONSENT AGENDA – CONTINUEDBid Awards – Continued

E-

2

(c) Banking Services

Resolution #99-349-E-2c

RESOLVED, that a three year contract to provide Banking Services with an option to renew the contract for three additional years is hereby approved to Old Kent Bank at an estimated annual cost of \$ 18,995.75, which could be covered by maintaining an estimated monthly compensating balance of \$ 414,186.00, contingent upon contractor submission of properly executed proposal and contract documents, including bonds, insurance certificates and all other specified requirements. In addition, Optional Banking Services contained in the Request for Proposal may be negotiated at the time the City is ready to implement those services.

Award of Office Supply Contract

E-3

Resolution #99-349-E-3

WHEREAS, a "piggy back" addendum with Los Angeles County and the National Cooperative Purchasing Alliance (NACo) allows the Tri-County Purchasing Cooperative of which the City of Troy is a member to participate in the contract for Office Supplies competitively bid and awarded to Office Depot, the best value bidder; and

WHEREAS, the NACo program is a highly visible \$40 Million-plus contract with over 2,500 participating government agencies which enjoys the best pricing, inventory commitment, and service from one of the nations' largest office supply dealers; and

NOW, THEREFORE, BE IT RESOLVED, that the "piggy back" addendum is hereby approved to Office Depot which will allow the City of Troy to participate in the contract for Office Supplies as part of the Tri-County Purchasing Cooperative at an estimated total of \$125,000 per year expiring April 1, 2001 at the following discount structure:

Catalog of 4,000 frequently ordered items

Discounts up to 61% off manufacturer's list price

Additional discounts as follows:

A) 105 High Usage

Items Average of 70% off Suggested List Price

B) Office Furniture

44% off Manufacturer's Suggested List Price

C) Electronic Equipment/Business Machines

Retail Superstore Pricing

D) Miscellaneous Items

35% off Manufacturer's Suggested List Price

E) Wholesale Items

20% off Manufacturer's Suggested List Price

Program Incentives:

Electronic ordering system

40% of Total Transactions

0.5% of Annual Sales

**OLD KENT**

MasterCard MultiCard Services

City of Troy, Michigan

June 8, 2001

Pricing

Old Kent / Fifth Third Bank will provide the Fifth Third MasterCard MultiCard at the following costs:

**A. Card Fees**

Start-up Fees	No Charge
Training Fees: Smart Data On-Line	\$250.00/day
Annual Fee Per Card	No Charge
Transaction Fees	No Charge
Finance Charge (Annual Percentage Rate)	19.8 % On Unpaid Balances

**B. Reporting Fees**

Paper Reporting/Statements	No Charge
Or	
SDOL Internet reporting (Recurring)	\$0.10 cents per transaction

Smart Data On-Line will provide you with access to all information before the current cycle ends. Additionally, you will have the ability to customize the reports from the individual cardholder to department to system wide. This flexibility is not available with the paper reporting.

**C. Custom Card Design (Non-recurring) \$500.00 (minimum fee)**

Revenue Sharing Plan

- The City of Troy would be credit/reimbursed 0.25% for subsequent MultiCard purchases made over \$1,000,000.
- This program would be reset at the end of each calendar year (December 31).
- The program is based on aggregate spending within the City's entire MultiCard program.
- Should Fifth Third Bank for any reason be required to charge off a City account or incur delinquencies, we reserve the right to disqualify the rebate program.

***(Fifth Third Bank's proposal will remain valid for 60 days beginning 6-11-01)***

Contacts

Don Gilmore  
Product Manager  
(513) 744-8958

Kevin Nolan  
Product Management  
(513) 744-7041

**Michigan Compiled Laws: Complete Through PA 13 of 2001**

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Main Functions				

**CREDIT CARD TRANSACTIONS****Act 266 of 1995**

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AN ACT to authorize and regulate credit card transactions involving local units of government, including the use of credit cards by officers and employees of local units of government; and to provide for powers and duties of certain state and local agencies, officers, and employees.

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↶	<u>Chapter 129</u>	
➔	<u>Act 266 of 1995</u>	
search this statute:		
<input type="text"/>		<input type="button" value="Go"/>

History: 1995, Act 266, Eff. July 8, 1996 .

*The People of the State of Michigan enact:*

Document	Type	Description
<u>129.241</u>	Section	Definitions.
<u>129.242</u>	Section	Credit card arrangement; use of credit cards.
<u>129.243</u>	Section	Adoption of resolution; written policy; provisions.
<u>129.244</u>	Section	Total combined authorized credit limit; limitation; payment of balance, annual fee, and interest.
<u>129.245</u>	Section	Limiting or suspending authority to issue and use credit cards; issuance of order; hearing.
<u>129.246</u>	Section	Validity of credit card arrangement before effective date of act.
<u>129.247</u>	Section	Effective date.

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### CREDIT CARD TRANSACTIONS (EXCERPT)

Act 266 of 1995

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#### 129.241 Definitions.

Sec. 1. As used in this act: (a) "Budget" means a plan of financial operation for a given period of time, including an estimate of all proposed expenditures from the funds of a local unit and the proposed means of financing the expenditures. As used in section 4(1), budget does not include any of the following: (i) A fund for which the local unit acts as a trustee or agent.

- (ii) An intragovernmental service fund.
- (iii) An enterprise fund.
- (iv) A public improvement or building and site fund.
- (v) A special assessment fund.

(b) "Credit card" means a card or device issued under a credit card arrangement by a person licensed under 1984 PA 379, MCL 493.101 to 493.114, by a person licensed under the consumer financial services act, 1988 PA 161, MCL 487.2051 to 487.2072, or by a depository financial institution as defined in section 1a of the mortgage brokers, lenders, and servicers licensing act, 1987 PA 173, MCL 445.1651a.

(c) "Credit card arrangement" means an unsecured extension of credit for purchasing goods or services from the credit card issuer or any other person that is made to the holder of a credit card and that is accessed with a credit card.

(d) "Credit card policy" means a policy adopted by resolution of a local unit under section 3.

(e) "Governing body" means any of the following: (i) The council, commission, or other entity vested with the legislative power of a village.

(ii) The council or other entity vested with the legislative power of a city.

(iii) The township board of a township.

- (iv) The county board of commissioners of a county.
- (v) The board of county road commissioners of a county.
- (vi) The board of education of a local school district.
- (vii) The board of education of an intermediate school district.
- (viii) The board of trustees of a community college district.
- (ix) The official body to which is granted general governing powers over an authority or organization of government established by law that may issue obligations under the municipal finance act, 1943 PA 202, MCL 131.1 to 139.3, and that may expend funds of the authority or organization.
- (x) A community mental health authority created under section 205 of the mental health code, 1974 PA 258, MCL 330.1205.
- (f) "Local school district" means a school district organized under the revised school code, 1976 PA 451, MCL 380.1 to 380.1852, or a district governed by a special or local act.
- (g) "Local unit" means any of the following:
  - (i) A village.
  - (ii) A city.
  - (iii) A township.
  - (iv) A county.
  - (v) A county road commission.
  - (vi) A local school district.
  - (vii) An intermediate school district.
  - (viii) A community college district.
  - (ix) An authority or organization of government established by law that may issue obligations under the municipal finance act, 1943 PA 202, MCL 131.1 to 139.3, and that may expend funds of the authority or organization.
  - (x) A community mental health authority created under section 205 of the mental health code, 1974 PA 258, MCL 330.1205.

History: 1995, Act 266, Eff. July 8, 1996 ;--Am. 2000, Act 169, Imd. Eff. June 20, 2000 .

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→	<u>129.242</u>	

**129.242 Credit card arrangement; use of credit cards. [M.S.A. 5.3229(242) ]**

Sec. 2. (1) Subject to sections 3 and 5, the governing body of a local unit may enter into a credit card arrangement.

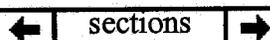
(2) A credit card arrangement or the use of credit cards under this act is not subject to the municipal finance act, Act No. 202 of the Public Acts of 1943, being sections 131.1 to 139.3 of the Michigan Compiled Laws, or to provisions of law or charter concerning the issuance of debt by a local unit.

History: 1995, Act 266, Eff. July 8, 1996 .

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**CREDIT CARD TRANSACTIONS (EXCERPT)**

Act 266 of 1995

**129.243 Adoption of resolution; written policy; provisions.  
[M.S.A. 5.3229(243) ]**

Sec. 3. A local unit shall not be a party to a credit card arrangement unless the governing body of the local unit has adopted by resolution a written policy that provides all of the following: (a) That an officer or employee designated by the credit card policy is responsible for the local unit's credit card issuance, accounting, monitoring, and retrieval and generally for overseeing compliance with the credit card policy.

(b) That a credit card may be used only by an officer or employee of the local unit for the purchase of goods or services for the official business of the local unit. In addition, the credit card policy may limit the specific official business for which credit cards may be used. This subdivision does not limit the applicability of chapter XXIVA or section 174, 175, 219a, or 490a of the Michigan penal code, Act No. 328 of the Public Acts of 1931, being sections 750.157m to 750.157w, 750.174, 750.175, 750.219a, and 750.490a of the Michigan Compiled Laws; section 1a of the code of criminal procedure, Act No. 175 of the Public Acts of 1927, being section 769.1a of the Michigan Compiled Laws; or any other law, or ordinance, applicable to use of a credit card, issued by a local unit, for other than official business of the local unit.

(c) That an officer or employee using credit cards issued by the local unit shall submit to the local unit documentation described in the credit card policy detailing the goods or services purchased, the cost of the goods or services, the date of the purchase, and the official business for which purchased.

(d) That an officer or employee issued a credit card is responsible for its protection and custody and shall immediately notify the local unit if the credit card is lost or stolen.

(e) That an officer or employee issued a credit card shall return the credit card upon the termination of his or her employment or service in office with the local unit.

(f) For a system of internal accounting controls to monitor the use of credit cards issued by the local unit.

(g) For the approval of credit card invoices before payment.

(h) That the balance including interest due on an extension of credit under the credit card arrangement shall be paid for within not more than 60 days of the initial statement date. The local unit shall comply with this provision of the credit card policy.

(i) For disciplinary measures consistent with law for the unauthorized use of a credit card by an officer or employee of the local unit.

(j) Any other matters the governing body considers advisable.

History: 1995, Act 266, Eff. July 8, 1996 .

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**CREDIT CARD TRANSACTIONS (EXCERPT)**

Act 266 of 1995

**129.244 Total combined authorized credit limit; limitation; payment of balance, annual fee, and interest. [M.S.A. 5.3229 (244) ]**

Sec. 4. (1) The total combined authorized credit limit of all credit cards issued by a local unit shall not exceed 5% of the total budget of the local unit for the current fiscal year.

(2) The governing body of a local unit may include in its budget and pay the balance due on any credit cards, including the annual fee and interest.

History: 1995, Act 266, Eff. July 8, 1996 .

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**129.245 Limiting or suspending authority to issue and use credit cards; issuance of order; hearing. [M.S.A. 5.3229(245) ]**

Sec. 5. After a hearing conducted under the administrative procedures act of 1969, Act No. 306 of the Public Acts of 1969, being sections 24.201 to 24.328 of the Michigan Compiled Laws, the department of treasury may issue an order limiting or suspending the authority of a local unit to issue and use credit cards under this act for failure to comply with the requirements of this act or with the requirements of the local unit's credit card policy.

History: 1995, Act 266, Eff. July 8, 1996 .

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## CREDIT CARD TRANSACTIONS (EXCERPT)

Act 266 of 1995

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**129.246 Validity of credit card arrangement before effective date of act. [M.S.A. 5.3229(246) ]**

Sec. 6. A credit card arrangement entered into by a local unit before the effective date of this act is valid but may not be used for credit card transactions on or after the effective date of this act unless the requirements of sections 3 and 4 are complied with.

History: 1995, Act 266, Eff. July 8, 1996 .

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**CREDIT CARD TRANSACTIONS (EXCERPT)**

**Act 266 of 1995**

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	<a href="#">Chapter 129</a>	
	<a href="#">Act 266 of 1995</a>	
	<a href="#">129.247</a>	

**129.247 Effective date. [M.S.A. 5.3229(247) ]**

Sec. 7. This act shall take effect 6 months after the date of its enactment.

History: 1995, Act 266, Eff. July 8, 1996 .

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**AUDITING PROCEDURES REPORT**

Issued under P.A. 2 of 1968, as amended. Filing is mandatory.

Local Government Type <input type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village <input type="checkbox"/> Other		Local Government Name	County
Audit Date	Opinion Date	Date Accountant Report Submitted to State:	

We have audited the financial statements of this local unit of government and rendered an opinion on financial statements prepared in accordance with the Statements of the Governmental Accounting Standards Board (GASB) and the *Uniform Reporting Format for Financial Statements for Counties and Local Units of Government in Michigan* by the Michigan Department of Treasury.

We affirm that:

1. We have complied with the *Bulletin for the Audits of Local Units of Government in Michigan* as revised.
2. We are certified public accountants registered to practice in Michigan.

We further affirm the following. "Yes" responses have been disclosed in the financial statements, including the notes, or in the report of comments and recommendations

You must check the applicable box for each item below.

- yes    no   1. Certain component units/funds/agencies of the local unit are excluded from the financial statements.
- yes    no   2. There are accumulated deficits in one or more of this unit's unreserved fund balances/retained earnings (P.A. 275 of 1980).
- yes    no   3. There are instances of non-compliance with the Uniform Accounting and Budgeting Act (P.A. 2 of 1968, as amended).
- yes    no   4. The local unit has violated the conditions of either an order issued under the Municipal Finance Act or its requirements, or an order issued under the Emergency Municipal Loan Act.
- yes    no   5. The local unit holds deposits/investments which do not comply with statutory requirements. (P.A. 20 of 1943, as amended [MCL 129.91], or P.A. 55 of 1982, as amended [MCL 38.1132]).
- yes    no   6. The local unit has been delinquent in distributing tax revenues that were collected for another taxing unit.
- yes    no   7. The local unit has violated the Constitutional requirement (Article 9, Section 24) to fund current year earned pension benefits (normal costs) in the current year. If the plan is more than 100% funded and the overfunding credits are more than the normal cost requirement, no contributions are due (paid during the year).
- yes    no   8. The local unit uses credit cards and has not adopted an applicable policy as required by P.A. 266 of 1995 (MCL 129.241).
- yes    no   9. The local unit has not adopted an investment policy as required by P.A. 196 of 1997 (MCL 129.95).

**We have enclosed the following:**

	Enclosed	To Be Forwarded	Not Required
The letter of comments and recommendations.			
Reports on individual federal financial assistance programs (program audits).			
Single Audit Reports (ASLGU).			

Certified Public Accountant (Firm Name)			
Street Address	City	State	ZIP
Accountant Signature			

# DRAFT



## PURCHASING CARD CARDHOLDER GUIDE CITY OF TROY

### OVERVIEW

The Purchasing Card is a charge card that provides the City of Troy organization with an alternate method to petty cash, check requests and purchase orders for purchasing low dollar goods and services. The program is intended to streamline and simplify the procurement process. The Purchasing Card is a tool that reduces transaction costs, facilitates timely acquisition of materials and supplies, automates data flow for electronic commerce and accounting purposes and offers flexible controls to help ensure proper usage.

The Purchasing Card Program is not intended to avoid or bypass the current purchase order system, but rather complement the existing processes. The card is a MASTERCARD credit card issued by Fifth Third Bank (Old Kent). Some minimal record keeping is essential to ensure the success of the Purchasing Card.

This Cardholder Guide provides information about the process, the types of purchases that can and cannot be made, records that must be maintained and reconciled for each cycle and a variety of other Program information.

Please remember as public employees you are entrusted with funds that belong to the taxpayers of the City of Troy. These funds must be expended only for purchases specifically related to the delivery of governmental services to the citizens as appropriated in the budget adopted by City Council. You are the person responsible for all charges made to the card, which has been issued to you. Intentional misuse or fraudulent abuse may result in disciplinary action up to and including dismissal.

The card will have no impact on your personal credit. Although the Purchasing Card lists an individual's name, the card is actually issued to the City of Troy. Only full-time employees and others **as designated by the City Manager** of the City of Troy are eligible to receive a Purchasing Card.

### OBTAINING A CARD

1. Complete a Purchasing Card Request Form, available from the Purchasing Card Program Administrators. On the Purchasing Card Request Form your Department Director must set a limit for the maximum dollar amount per transaction **(not to exceed \$1000.00)**, the maximum dollar amount per day, the maximum dollar amount per monthly billing period, and the maximum number of transactions that can occur per day and within a monthly billing period. Return the completed Purchasing Card Request Form to the Purchasing Card Program Administrator.
2. The Purchasing Card Administrator will forward a copy of the Cardholder Guide, City **Administrative Memorandum #1-PU-25**, a *Cardholder Agreement*, and the *Fifth Third Bank Commercial Card\* Cardholder Agreement* to the employee. The signed *Cardholder Agreement* and *Fifth Third Bank Commercial Card\* Cardholder Agreement* must be returned to the Purchasing Card Administrator and the Purchasing Card will be ordered.

### **OBTAINING A CARD - continued**

3. After the beginning of the initial program, upon receipt of the card a meeting will be scheduled with the employee to review the policies and procedures and to answer any questions. The Purchasing Card will be presented to the employee for signature. The card will be activated for immediate use.

### **PURCHASING CARD RESTRICTIONS**

1. **The Purchasing Card IS NOT to be used for:**
  - **Personal purchases**
  - **Cash advances**
  - **Commodities and services on contract (Blanket Purchase Orders)**
2. Under no circumstances may a transaction be split into two separate receipts to bypass the single transaction dollar limit and/or the Purchasing Ordinance. Transactions will be electronically monitored.
3. The Purchasing Card will be issued in your name. By accepting the Purchasing Card, you assume responsibility for it. **The Purchasing Card is not transferable and may not be used by anyone other than you, the Cardholder.**

### **MAKING A PURCHASE USING THE CARD**

The Purchasing Card can be used at any vendor who accepts MASTERCARD and is in a Merchant Category group that was approved for your card. Your Purchasing Card also has been given specific spending limits.

1. If you are purchasing in person:
  - a. Present the Purchasing Card to the merchant and inform the vendor that your transaction should be tax exempt.
  - b. Check the receipt to be sure you are not paying taxes.
  - c. Sign the charge receipt.
  - d. Retain all charge receipts and cash register tapes and submit them to your Department Director on a daily basis for approval. Stamp the receipts with the invoice stamp provided to your department. Provide the account number and the official City business / description of goods or services purchased in the designed stamp area. The Department Director will return the receipt to the employee or designated department representative to be held for reconciliation upon receipt of the bill.
  - e. A **Transaction Log** is available that may be used by the cardholder or designated departmental representative to track their purchases.

### **MAKING A PURCHASE USING THE CARD - continued**

2. If you are purchasing by phone or mail:
  - a. Supply the vendor with your Purchasing Card number, expiration date, "ship to" address and tax-exempt number.
  - b. Ask the supplier to include the receipt with the goods when the product is shipped.
  - c. The receipt for the purchase must be submitted to your Department Director entered on a Transaction Log by the cardholder or designated departmental representative.
  - d. When goods are received, check products and keep all receipts and shipping records and fill in "date received" on the Transaction Log.

### **TAX EXEMPT**

All City purchases are tax-exempt. Be sure to advise suppliers that your Purchasing Card transaction is tax exempt. **The City's Tax Identification Number is embossed on the front of the Purchasing Card.** The Tax Exempt Number is exclusively for use relative to City business. If documentation is requested, a Certificate can be issued by notifying the Purchasing Department (248) 524-3338.

### **INCORRECT SHIPMENTS OR RETURNS**

If a shipment is incorrect, the cardholder should contact the vendor to arrange for a return, exchange or credit. If the vendor agrees to issue a credit, it should be noted on the cardholder's transaction log and the cardholder should verify that the credit is properly reflected in the next Monthly Memo Statement.

### **RECONCILING MONTHLY PURCHASES**

1. Each cardholder or representative for the department is encouraged to keep a log of all transactions charged to his/her account on a monthly basis. For each month, a new transaction log should be started. **The billing cycle for each month will end on the 27<sup>th</sup> of the month. Any transactions occurring after the 27<sup>th</sup> of the month will appear on the next month's statement.**
2. After the 27<sup>th</sup> of the month, a Monthly Memo Statement will be sent by the **Finance Department** to the cardholder and it will be his/her responsibility or that of the departmental representative to reconcile the charges on the account with the receipts. As part of the reconciliation process, the account numbers will be added to the Statement for each purchase. With appropriate authorization from the Purchasing Card Administrator, the individual cardholder or department representative may print monthly statements from the **www. \_\_\_\_\_ website.**
3. The original sales documents (receipts, packing slips, cash register tape, credit card slips) for that month, should be stapled to the Monthly Memo Statement **with the account numbers to be charged indicated, then, forwarded to the Finance Department** within 5 days from receipt of the Monthly Memo Statement.
4. Accounting will electronically receive a Monthly Summary Invoice Statement that includes all transactions made during the billing cycle for all Purchasing Cards. Payment will be issued from this Statement.
5. It is the responsibility of the Department Director or designee to review and approve the credit card purchases on a daily basis and return the approved receipts to the cardholder for monthly reconciliation.

## DISCREPANCIES OR UNAUTHORIZED USAGE

1. Types of Discrepancies:
  - a. The amount of the transaction is incorrect.
  - b. A purchase appears on the Monthly Memo Statement that was not made by the authorized cardholder.
  - c. There is a product quality or service issue.
2. Procedures for Discrepancies:
  - a. If there are any discrepancies on the cardholder's Monthly Memo Statement, the vendor will need to be contacted immediately by the using department to try to resolve the issue(s) in question.
  - b. The cardholder will need to complete a Cardholder Dispute Form and forward a copy to the vendor and the **Finance Department**.
  - c. If the discrepancies cannot be resolved with the vendor, the cardholder will then need to contact the Finance Department within 30 days from the date of the statement on which the discrepancy appeared.

## CARD DEACTIVATION

1. Cardholder Transfers to Another Department:
  - a. Cardholder must return the Purchasing Card to their current Department Director.
  - b. The Department Director shall notify the Purchasing Department that the Purchasing Card of the named cardholder should be deactivated. It is the responsibility of the Department Director to forward the Purchasing Card to the **Purchasing Department**.
  - c. The **Purchasing Department** will immediately deactivate the Purchasing Card.
  - d. When the employee changes departments, the new Department Director must request a new Purchasing Card, if appropriate, by completing a new Purchasing Card Request Form.
2. Termination of Cardholder:
  - a. Upon voluntary or involuntary termination of employment of a cardholder, the Purchasing Card must be turned in to the employee's Department Director.
  - b. **The Department Director** must immediately notify the **Purchasing Department** that the Purchasing Card of the named cardholder should be deactivated.
  - c. The Department Director will cut up the card, include the name of the employee, and forward it to the **Purchasing Department**.
  - d. The **Purchasing Department** will immediately deactivate the Card.

### **CARD DEACTIVATION - continued**

3. Misuse of the Purchasing Card by the Cardholder:
  - a. A Department Director may request suspension or cancellation of the Purchasing Card at any time by notifying the Purchasing Department via fax, memo or e-mail.
  - b. Whenever a Purchasing Card is misused or the policies and procedures are violated, the Department Director will work with the Human Resources Department to determine appropriate disciplinary action. The Department Director will inform the Purchasing Department if the Purchasing Card should be deactivated.
  - c. The Purchasing Card Administrators (2) may unilaterally suspend or cancel a Purchasing Card if:
    - (1) The Purchasing Card policies and procedures are not followed.
    - (2) The Purchasing Card was not used for six months.
    - (3) The cardholder continually tries to exceed the per purchase limit or the specified purchase frequency.

### **REPORTING LOST OR STOLEN CARDS**

1. If a Purchasing Card is lost or stolen, the cardholder must immediately inform the Purchasing Department. If the Purchasing Card is lost or stolen during non-working hours, the cardholder must contact **1-800 \_\_\_\_\_**.
2. The Purchasing Department will immediately deactivate the Purchasing Card.
3. To receive a replacement Purchasing Card, the cardholder's Department Director must complete a new Purchasing Card Request Form and the cardholder must complete a new Cardholder Agreement.
4. The Purchasing Department will produce a replacement Purchasing Card after the proper forms have been completed and returned.
5. The cardholder is responsible for review and reconciliation of the Monthly Memo Statement of the deactivated Purchasing Card as well as the Monthly Memo Statement for the new Purchasing Card.

### **PURCHASING CARD SECURITY**

1. Keep your Purchasing Card in an accessible, but secure location.
2. Guard the Purchasing Card account number carefully. Do not post it at your desk or write it in your day planner.
3. The **only** person entitled to use the Purchasing Card is the person whose name appears on the face of the card. Do not lend your Purchasing Card to another person for use.

### **PURCHASE ORDER WAIVER**

If a purchase between \$500 and \$999.99 is made with a Purchasing Card, the requirement to enter a Purchase Order into the J. D. Edwards Integrated Financial System is waived.

PURCHASING CARD CARDHOLDER GUIDE - continued

City of Troy

Page 6 of 6

## KEY CONTACTS

The following resources are available to answer any questions you may have, or to help solve problems that may arise:

- Purchasing Card Customer Service\* ..... 1-800-
  
- Purchasing Card Administrators:\*
  - Jeanette Bennett, Purchasing Director ..... (248) 680-7291
  - James Nash, Financial Services Director .....(248) 526-5123
  
- Others:
  - Purchasing:
    - Susan Leirstein.....(248) 524-3338
    - Linda Bockstanz.....(248) 524-3576

\*Contact immediately if Purchasing Card is lost or stolen.



## PURCHASING CARD CARDHOLDER AGREEMENT

I understand that I am authorized to use the Fifth Third Bank Purchasing Card to purchase goods and services for legitimate business purposes of the City of Troy. All purchases I make will be in accordance with the Administrative Memorandum 1-PU-25 for Purchasing Cards, the Purchasing Ordinance and procedures and guidelines established by the City (a copy of which has been provided to me) and my department for Purchasing Card use.

I will not use the Purchasing Card for personal use, nor will I permit another person to use the Purchasing Card issued exclusively in my name.

I agree that my authorization to make such purchases shall automatically cease upon my separation from the City of Troy organization or upon my reassignment to another department within the organization. In either of these events, I will return the Purchasing Card to my Department Director.

I understand that violations of these requirements may result in revocation of my use privileges and/or disciplinary action, up to and including termination of employment. Employees who are found to have inappropriately used a Purchasing Card will be required to reimburse the City of Troy for all costs associated with such improper use. Unlawful use of a Purchasing Card by an employee could result in civil/criminal prosecution.

\_\_\_\_\_  
(Employee)

\_\_\_\_\_  
(Date)

I have approved the issuance of a Purchasing Card to the above named employee. I agree to review purchases for compliance with the established polices and procedures.

\_\_\_\_\_  
(Department Director)

\_\_\_\_\_  
(Date)

I acknowledge receipt of a Fifth Third Bank Purchasing Card.

Purchasing Card Number: \_\_\_\_\_

\_\_\_\_\_  
(Employee)

\_\_\_\_\_  
(Date)



**CITY OF TROY**  
**500 W. Big Beaver Rd.**  
**Troy, MI 48084**

**PURCHASING CARD DISPUTE FORM**

**CARDHOLDER INFORMATION:**

-----  
Name

-----  
Department

-----  
Account Number of Card in Dispute

-----  
Telephone Number

-----  
Signature

-----  
Date

**MERCHANT NAME/ADDRESS:**

**DOLLAR AMOUNT / DATE OF TRANSACTION:**

-----  
-----  
-----  
-----

**DESCRIBE DISPUTE:**

-----  
-----  
-----  
-----

**Forward a copy of Dispute Form to vendor and to the Finance Department. For questions, please contact the Financial Services Director at (248) 526-5123.**



**CITY OF TROY  
PURCHASING CARD REQUEST FORM**

A Purchasing Card is requested for the following employee:

\_\_\_\_\_  
First Name                                      Middle Initial      Last Name

\_\_\_\_\_  
Social Security Number                                      Business Telephone Number

\_\_\_\_\_  
E-Mail address

\_\_\_\_\_  
Employee Signature                                      Date  
(Signature indicates the above information is accurate)

**STANDARD LIMITS:**

Single Purchase Limit \$1000.00                                      Daily Purchase Limit \$2000.00  
(Not To Exceed \$1000.00)

Monthly Purchase Limit \$5000

Number of Transactions per day 5                                      Number of Transactions per month 30

**DEPARTMENT DIRECTOR APPROVAL:**

\_\_\_\_\_  
Department Director's Signature

\_\_\_\_\_  
Date

**PURCHASING CARD ADMINISTRATOR:**

\_\_\_\_\_  
Purchasing Card Administrator Signature

\_\_\_\_\_  
Date



# Memorandum

To: Mayor and City Council  
From: John Szerlag  
John M. Lamerato  
Tonni L. Bartholomew  
Date: July 31, 2001  
Subject: Election Worker Wages

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The City Clerk's Office has had a difficult time securing an adequate number of qualified Election workers. Additionally, we have found it near impossible to promote workers to the position of Chair. Due to a change in Election Law, workers may work anywhere within their home county. This law change adds another element of instability to the problem because our workers are starting to work for neighboring communities.

In light of our concerns of having sufficient trained workers, the City Clerk's Office conducted the attached Election Inspector and Chairman Wage Survey of Oakland County Communities and found that our wages are somewhat out of line with neighboring communities.

The other area and perhaps our biggest concern is the inability of securing chairs for the precincts. We currently require 35 chairs and will be increasing the numbers to approximately 40 before the next election.

In order to accomplish sufficient placement of workers we are proposing a pay increase for workers and a bigger incentive payment for chairs. Additionally, we are proposing an hourly wage over a daily wage to facilitate the usage of part-time Inspectors.

The City of Troy employs approximately 222 Election Inspectors at each election. We currently pay our Inspectors and Chairman as follows:

Current Wage Schedule:

Inspector - \$95.00 (Approximately \$6.34/hour)

Chairman - \$115.00 Chairman (\$20.00/day over Inspector rate)

Training - \$10.00 per class

Inspector who returns to City Hall on Election night - \$6.00

Proposed Wage Schedule:

Inspector & Chairman - \$7.50 / hour (Approximately \$112.50/day)

Chairman additional - \$40.00 / day

Co-Chairman additional - \$20.00 / day

Training - \$7.50 / hour

Inspector who returns to City Hall on Election night - \$6.00

The impact on the budget would be an increase of approximately \$7,546.00. The 2001-02 Budget has \$30,000.00 programmed, which will cover the proposed Election Inspector wage increase.

## Election Inspector Wages Survey 2001

Updated: 8/1/01

Municipality	Population	Chair \$	Inspector \$	Training \$	Pt Hrly \$	# Pcts	# of Insp/Elec	# Insp/Pct	AV Bd \$
Auburn Hills	21,692	\$160.00	\$135.00		n/a				
Berkley	15,500	\$130.00	\$105.00	\$10.00	n/a	7+AV	68	5 to 6	same
Birmingham	19,291	\$8.50	\$7.50	\$5.00	n/a	13+AV		4 to 5	same
Bloomfield Hills	3,900	\$110.00	\$85.00	\$12.50	n/a				
Clawson	12,732	\$100.00	\$75.00	\$0.00	n/a	6+AV	35	5	same
Farmington	10,423	\$165.00	\$105.00	\$10.00	n/a	6		5 to 8	
Farmington Hills	82,111	\$120.00	\$100.00	\$10.00	n/a	27	182	6 + 20 AV	\$100.00
Ferndale	22,105	\$7.00	\$7.00	\$5.00	n/a			4+	\$10.00
Hazel Park	22,000	\$117.00	\$97.00		n/a				
Huntington Woods	6,151	\$125.00	\$100.00	\$10.00	n/a	5 +AV	30	5+	same
Keego Harbor	2,769	\$125.00	\$100.00		\$6.00				
Madison Heights	31,101	\$115.00	\$100.00	\$10.00	n/a				
Northville	6,459	\$135.00	\$120.00	\$10.00	1/2 daily rate	2	27	8	same
Novi	47,386	\$133.75	\$108.75	\$7.25	\$7.25	17+AV	90+	5	same
Oak Park	29,793	\$115.00	\$100.00	\$10.00	n/a				
Pleasant Ridge	2,594	\$100.00	\$100.00	\$7.00/hr	\$25/min	2+AV	12 to 15	4 min.	
Pontiac	71,166	\$120.00	\$85.00	\$10.00	n/a	28+AV		5	same
Rochester	No Response to survey								
Rochester Hills	68,000	\$10.00	\$8.00	same hrly r	n/a	29+AV	300	5	same
Royal Oak	60,062	\$130.00	\$100.00	incl. in wag	n/a	33	192		
South Lyon	10,000	\$6.50	\$5.50		n/a	4			
Southfield	78,000	\$145.00	\$120.00		n/a	50		3 + Chair	
Troy	80,959	\$115.00	\$95.00	\$10.00	n/a	34+AV	288	5 to 7	same
<b>Troy Proposed Rates</b>	<b>80,959</b>	<b>\$152.00*</b>	<b>\$112.50*</b>	<b>\$7.50/hour</b>	<b>\$7.50</b>		<b>288</b>	<b>5 to 7</b>	<b>same</b>
Walled Lake	6,713	\$165.00	\$140.00	\$10.00	n/a	2	8 to 12	4 to 6	
Wixom	13,263	\$135.00	\$125.00		n/a	5	67	5 to 8	
Bloomfield Twp.	44,129	\$140.00	\$115.00		n/a	32+AV	200	5 to 8	\$125.00
Commerce Twp.	34,000	\$145.00	\$120.00	\$10.00	n/a				
Highland Twp.	17,941	\$150.00	\$125.00	\$15.00	n/a				
W. Bloomfield Twp.	61,129	\$125.00	\$100.00		n/a				
Troy Schools		\$115.00	\$95.00	\$10.00	n/a	30 +AV			same

## Election Inspector Wages Survey 2001

Updated: 8/1/01

Municipality	Provide Food &/or Meals?	Other Info:
<b>Auburn Hills</b>		
<b>Berkley</b>	None	Requesting \$5.00 increase 2001-02 Budget-8 inspectors on counting board
<b>Birmingham</b>	None	Rates are hourly for Chair & Inspector wage
<b>Bloomfield Hills</b>		Proposed \$10 or \$12/hour for election and training
<b>Clawson</b>	None	Only use AV for Pres & Gov Election
<b>Farmington</b>	Beverage/cookies for instr. mtgs.	Co-Chair = \$125.00
<b>Farmington Hills</b>	Breakfast/lunch and snack for AV Bd only	
<b>Ferndale</b>	Donuts for the last couple of elections.	Pct. Chair & AV Chair receive add'l \$20.00/stipend
<b>Hazel Park</b>		Attempt to get food donations from city businesses.
<b>Huntington Woods</b>	Snacks for pcts & dinner for AV Bd	
<b>Keego Harbor</b>		
<b>Madison Heights</b>		
<b>Northville</b>	Bagels/Donuts AM; Pizza/Sandwiches PM	Only use counting boards for larger elections
<b>Novi</b>	Food for AV Bd	we plan to offer daily rates rather than hourly rates \$125/\$145
<b>Oak Park</b>		Presidential: Chair-\$125.00,Co-Chair-\$115.00,Insp.\$100.00,Training-\$10.00
<b>Pleasant Ridge</b>	Dinner for all inspectors	Parttime wages \$25/day min. (AV work 2-3 hours & receive \$25)
<b>Pontiac</b>	Lunch for AV Board	
<b>Rochester</b>		
<b>Rochester Hills</b>	Dinner for AV Board	
<b>Royal Oak</b>		Co-Chair = \$125.00 - No allowance for meals
<b>South Lyon</b>		Same hourly rate for training and paid .32¢ for mileage
<b>Southfield</b>		Certifying Teams for AV Ballots
<b>Troy</b>	None	
<b>Troy Proposed Rates</b>	None	
<b>Walled Lake</b>	Coffee & Donuts; Lunch & Dinner for Pres	
<b>Wixom</b>	Coffee & donuts, Pizza, salad dinner	Wages increased Presidential Elections
<b>Bloomfield Twp.</b>	\$10.00 for worker's choice	Co-Chair = \$140.00
<b>Commerce Twp.</b>		Co-Chair = \$130.00
<b>Highland Twp.</b>		\$5.00 for returning equipment
<b>W. Bloomfield Twp.</b>		
<b>Troy Schools</b>		

July 30, 2001

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager  
Gary A. Shripka, Assistant City Manager/Services  
Douglas J. Smith, Real Estate & Development Director  
Patricia A. Petitto, Senior Right of Way Representative

SUBJECT: Request for Approval of Purchase Agreement  
The Marie A. Jones Revocable Trust  
Proposed Section 1 Golf Course Development  
Sidwell #88-20-01-126-003 & -004

As part of the proposed Section 1 Golf Course development, the Real Estate & Development Department has reached an agreement with The Marie A. Jones Revocable Trust to purchase the property at 6957 Doenges, plus the vacant parcel to the north of this address in Section 1. The two parcels include 1.25 acres of land plus a single family home and garage totaling approximately 2300 square feet. Based on a review of previous purchase agreements and appraisals, staff believes that \$225,000, the compensation agreed upon, is a justifiable value for this acquisition.

The seller has agreed to relocate within 90 days of your approval of this agreement. We have agreed to reimburse the seller for actual moving costs by a commercial mover, based on the lowest of three bids.

In order for the City to proceed with the acquisition of this parcel, staff requests that City Council approve the attached Purchase Agreement with The Marie A. Jones Revocable Trust in the total amount of \$225,000, plus moving costs and closing costs.

cc: Carol Anderson, Director of Parks & Recreation

July 23, 2001

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager  
Gary A. Shripka, Assistant City Manager/Services  
Doug Smith, Real Estate and Development Director  
Steven J. Vandette, City Engineer

SUBJECT: Payment to Grand Sakwa Properties, Inc. for Road Improvements at 1600 East Big Beaver (U.S. Postal Service) and at the San Marino Club in Conjunction with the Airport Development Project, No. 98.911.3

### **RECOMMENDATION**

Staff recommends that payment to Grand Sakwa Properties, Inc. in the amount of \$37,318.80 be approved for work completed by Angelo lafrate Construction Company for improvements to Big Beaver in front of 1600 East Big Beaver (U.S. Postal Service) and the San Marino Club.

### **BACKGROUND**

A payment of \$17,937.80 is due to Grand Sakwa Properties for additional lanes and improvements along big Beaver that conform to the long range widening of Big Beaver Road. In 1998 City Management agreed to pay for the additional work in front of the Post Office building, if Grand Sakwa would do this work at the same time as they completed all the work on the frontage of the airport property. By doing this work along with the infrastructure for the technology park, it saves the City from having to come back within a few years, when the widening project of Big Beaver from Rochester to Dequindre is scheduled. Having Grand Sakwa do all the work to City specifications while completing the required Bellingham work will ultimately save time and money on the future Big Beaver project.

Alterations to the San Marino Club driveway were required in conjunction with a new crossover constructed as part of the development. These alterations totaled \$19,381.00. The crossover on Big Beaver, as required by the City, was situated in front of the westerly San Marino driveway. The potential for vehicles exiting the San Marino Club and crossing three lanes of traffic was a safety concern that required an engineering solution. City staff contacted the San Marino Club regarding proposed driveway modifications and payment for same. When the San Marino Club declined to pay for any work associated with the Airport project. In 1998 City Management agreed that the City would be responsible for the cost.

Grand Sakwa's contractor completed modifications to the westerly San Marino driveway restricting all movements except a right turn. The extent of alterations is shown in "Exhibit A".

The improvements to Big Beaver (\$17,937.80) and the San Marino drive (\$19,381.00) total \$37,318.80. Grand Sakwa has completed improvements on Big Beaver totaling \$219,346.00 in conjunction with the redevelopment of the Big Beaver Airport site and the Bellingham Road extension.

### **FUNDING**

Funds are available in the 2001/2002 Major Road budget, account number 401479.7989.8000.



June 1, 2001

The City of Troy  
Doug Smith  
500 West Big Beaver Road  
Troy, MI 48084

Re: Airport Industrial Park  
Big Beaver Road Work

Dear Mr. Smith:

The balance remaining for the Big Beaver Roadway Improvements and the reworking at The San Marino Club drive approach is in total \$37,318.80.

The attached plan clearly shows what had been changed on these projects. Please find a break down below:

R/R at San Marino Club:	\$19,381.00
Changes in front of Post Office:	<u>\$17,937.80</u>
Total:	\$37,318.80

Please contact me at your earliest convenience to discuss the timing of this event.

Sincerely,  
GRAND SAKWA PROPERTIES, LLC

Michael J. Blitz

cc: Gary Cooper

28470 Thirteen Mile Road  
Suite 220  
Farmington Hills, MI 48334  
(248) 855-5500  
Fax (248) 855-0915

August 1, 2001

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager   
John M. Lamerato, Assistant City Manager/ Finance & Administration 

SUBJECT: Municipal Building Authority – Section One Golf Course  
Legal Documents

Please find attached the *Resolution Authorizing Publication of Intent to Enter into Building Authority Contract of Lease, Authorizing Certain Filings with the Michigan Department of Treasury and Authorizing Reimbursement from Bond Proceeds*, prepared by our bond counsel Miro Weiner and Kramer.

At their July 31, 2001 meeting the City of Troy Municipal Building Authority approved the *Contract of Lease* and the *Resolution Authorizing Certain Filings with the Michigan Department of Treasury and Authorizing Reimbursement from Bond Proceeds*.

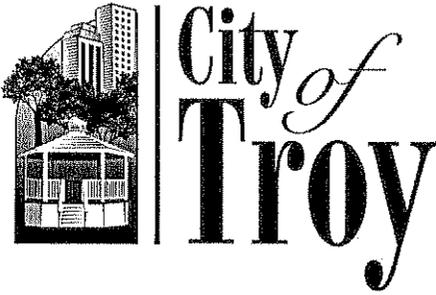
The *Resolution Authorizing Publication of Notice of Intent to Enter into Building Authority Contract of Lease, Authorizing Certain Filings with the Michigan Department of Treasury and Authorizing Reimbursement from Bond Proceeds* does the following:

The *Notice of Intent* is a notice to the taxpayers and electors of the City of Troy that the City will enter into a *Contract of Lease* with the Municipal Building Authority to finance an eighteen-hole municipal golf course and related site improvements through the issuance of bonds. The City will pledge its limited tax support for these bonds, with the anticipation that the revenues generated from the course and facilities will be sufficient to pay the debt service on these bonds.

The City must notify the Michigan Department of Treasury of our intent to issue bonds.

The *Reimbursement from Bond Proceeds* resolution will enable the City to repay itself from bond proceeds for expenditures related to the project that incurred prior to the issuance of bonds.

Also, please find attached an update on the Don Childs v. Troy Golf LLC and City of Troy et. al lawsuit.



July 31, 2001

TO: MAYOR AND MEMBERS OF CITY COUNCIL  
FROM: LORI GRIGG BLUHM, ACTING CITY ATTORNEY *LSB*  
RE: DON CHILDS v. TROY GOLF LLC and CITY OF TROY et. al

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As you are aware, Don Childs Associates Inc. filed a lawsuit against Treadwell Golf Associates, Inc., Doug Treadwell, Featherstone Corporation, Ted Wilson, Troy Golf LLC and the City of Troy. In addition to filing the complaint, Don Childs also obtained temporary injunctive relief, which prohibited the defendants from entering into a contract for the construction of the Section One golf course in the City of Troy. This *ex-parte* temporary injunctive relief order was obtained without input from the defendants, and therefore was valid only until all parties had an opportunity to address the Court.

The Court entertained the arguments of the parties on Wednesday, July 25, 2001. At that time, Don Childs admitted that the construction contract had already been awarded to Troy Golf LLC on June 18, 2001. However, they then amended the request to require the City to award the designer/architect sub-contract to Don Childs Associates.

Under the terms of the contract, Don Childs Associates has the opportunity to competitively bid for the architect/design portion of the contract, subject to final approval of the City of Troy. For this reason, the City was opposed to the grant of injunctive relief. The City was especially opposed to the appointment of a receiver, since it could jeopardize the bonding of the project or could indefinitely delay the project.

On July 26, 2001, Judge Kuhn ruled in favor of the City of Troy and the remaining defendants, and denied the requested injunctive relief. According to the Court's order, "if plaintiff's bid for the architecture contract is not accepted, then plaintiff may seek monetary damages." Although the City of Troy remains a named party to the lawsuit, Plaintiff's complaints are primarily against Troy Golf LLC, and therefore the City should not be actively involved in the continuation of this contract dispute.

Based on this ruling, the project can now proceed as previously anticipated. If you have any questions concerning the above, please let me know.

City of Troy  
County of Oakland, State of Michigan

**RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENT  
TO ENTER INTO BUILDING AUTHORITY CONTRACT OF LEASE,  
AUTHORIZING CERTAIN FILINGS WITH THE MICHIGAN DEPARTMENT OF TREASURY  
AND AUTHORIZING REIMBURSEMENT FROM BOND PROCEEDS**

Minutes of a regular meeting of the City Council of the City of Troy, County of Oakland, State of Michigan (the "City Council"), held in the City Hall, on the 6th day of the month of August, in the year 2001, at 7:30 o'clock p.m., Eastern Daylight Time.

PRESENT: Members \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Members \_\_\_\_\_

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_:

WHEREAS, this City Council of the City of Troy (the "City") has determined that it is advisable for the City to acquire, develop, construct, furnish and equip an eighteen (18) hole municipal golf course and related site improvements, together with appurtenant properties and facilities necessary or convenient for the effective use thereof (the "Project"), as more fully described in the contract of lease (the "Contract of Lease") attached hereto as Exhibit A and by this reference made a part hereof; and

WHEREAS, Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, ("Act 31") provides through the procedures of building authority financing a means for the acquisition, construction and financing of the Project; and

WHEREAS, the City, in accordance with the provisions of said Act 31, has previously adopted Articles of Incorporation and has established the Municipal Building Authority of Troy (the "Authority"), with full powers to acquire and construct the Project; and

WHEREAS, this City Council has determined it to be in the best interest of the City to acquire and construct the Project through the Authority, and to finance the Project by means

of the issuance of bonds by the Authority, in one or more series, in accordance with the provisions of said Act 31; and

WHEREAS, a Contract of Lease between the City and the Authority providing for the acquisition, construction and financing of the Project and such matters as are deemed necessary thereto has been prepared for approval by the Authority and the City; and

WHEREAS, this City Council is desirous of publishing a Notice of Intention of Entering into a Limited Tax-Supported Contract of Lease and of Right to Petition for Referendum Thereon between the City and the Authority so as to begin the statutory referendum period with respect thereto; and

WHEREAS, prior to issuance of the bonds by the Authority, the Authority and the City must either receive prior approval of such obligation from the Michigan Department of Treasury ("Treasury") or receive an order of exception from prior approval; and

WHEREAS, in order to be exempt from prior approval, or to receive prior approval of such obligation, the Authority and the City must notify Treasury of the Authority's intent to issue the bonds; and

WHEREAS, the City intends, at this time to state its intention to be reimbursed from proceeds of the bonds for any expenditures undertaken by the City for the aforescribed Project prior to issuance of the bonds; and

WHEREAS, the City Council desires to make certain declarations for the purpose of complying with the reimbursement rules of Treas. Reg. §1.150 pursuant to the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council hereby determines it to be advisable for the City to acquire and construct the Project.
2. This City Council deems it to be in the best interest of the City to finance the cost of acquiring and constructing the Project through the Authority in accordance with the provisions of the aforesaid Act 31, including issuance by the Authority of bonds, in one or more series, in the aggregate principal amount of not to exceed Twelve Million Dollars (\$12,000,000), to mature in annual installments not to exceed thirty (30) in number.

3. The City Clerk is hereby authorized and directed to publish a Notice of Intention of Entering into Limited Tax-Supported Contract of Lease and of Right to Petition for Referendum Thereon (the "Notice of Intent") in the *Troy-Somerset Gazette*, a newspaper of general circulation in the City, promptly upon adoption of this resolution, said Notice of Intent to appear as a display advertisement at least one-quarter (1/4) page in size.

4. The Notice of Intent shall be in substantially the form attached hereto as Exhibit "B".

5. The City Council does hereby determine that the designated newspaper is the newspaper circulating in the City which reaches the largest number of persons to whom the aforesaid Notice of Intent is directed and that publication of the aforesaid Notice of Intent in the designated newspaper represents the most practical and feasible means of informing the taxpayers and electors of the City of the Project and the financing thereof.

6. A copy of the Contract of Lease presented on this date and herein approved and authorized to be executed and delivered shall be attached to the minutes of this meeting and made a part hereof and shall be placed on file with the City Clerk and made available for public examination by any interested person during normal business hours.

7. The City Council hereby approves the Contract of Lease and the Mayor and the City Clerk are hereby authorized to execute and deliver the Contract of Lease for and on behalf of the City (in such number of counterparts as may be desirable) PROVIDED; however, that the Contract of Lease shall not become effective until the expiration of 60 days after publication of the Notice of Intent or, if within 45 days from the date of publication of the Notice of Intent a petition requesting a referendum upon the Contract of Lease, signed by at least 10% of the registered electors of the City is filed with the City Clerk, then the Contract of Lease shall not become effective until approved by a majority vote of the qualified electors of the City voting thereon at a general or special election.

8. The Assistant City Manager/Finance or the City Clerk and City Treasurer are each authorized to notify Treasury of the City's intent to pledge its limited tax full faith and credit to the bonds described in the preamble to this resolution, to pay the required filing fee and to request an order providing an exception from prior approval for the bonds by Treasury and to apply for any related waivers, or to request prior approval of the bonds if the exception from prior approval is not available.

9. The Assistant City Manager/Finance or the City Manager, and the City Clerk are each hereby authorized and directed to approve the circulation of a preliminary and final official statement for the bonds, to cause the preparation of those portions of the preliminary

and final official statement that pertain to the City, and to do all things necessary for compliance with Rule 15c-2-12 issued under the Securities Exchange Act of 1934, as amended (the "Rule").

10. The Assistant City Manager/Finance or the City Manager, or the City Clerk and City Treasurer are each further authorized and directed to execute and deliver in the name of and on behalf of the City (i) a continuing disclosure undertaking of the City pursuant to subsection (b)(5) of the Rule and (ii) amendments to such undertaking from time to time in accordance with the terms of such undertaking (such undertaking and any amendments thereto are collectively referred to herein as the "Continuing Disclosure Undertaking". The City hereby agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. The remedies for any failure of the City to comply with and carry out the provisions of the Continuing Disclosure Undertaking shall be as set forth therein.

11. The Assistant City Manager/Finance or the City Manager, and the City Clerk are each hereby further authorized and directed to execute and deliver such other certificates and documents and to do all other things necessary to effectuate the Contract of Lease and the sale and delivery of the bonds by the Authority.

12. The City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. §1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

- (a) As of the date hereof, the City reasonably expects to be reimbursed for the expenditures described in (b) below with proceeds of debt to be incurred by the Authority.
- (b) The expenditures described in this paragraph (b) are for costs related to the Project, which were or will be paid subsequent to the date hereof.
- (c) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is \$12,000,000.
- (d) A reimbursement allocation of the expenditures described in (b) above with the proceeds of the borrowing described herein will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the City's use of the proceeds of the debt to be issued for the Project to reimburse the City for a capital expenditure made pursuant to this resolution.



I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Troy, County of Oakland, State of Michigan, at a Regular Meeting held on \_\_\_\_\_, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

\_\_\_\_\_  
City Clerk

**EXHIBIT A**

Contract of Lease

**CONTRACT OF LEASE**

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THIS FULL FAITH AND CREDIT GENERAL OBLIGATION CONTRACT OF LEASE (the "Contract of Lease") made as of the first day of \_\_\_\_\_, 2001, by and between the MUNICIPAL BUILDING AUTHORITY OF TROY, a public corporation organized and existing under the authority of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended (the "AUTHORITY"), and the CITY OF TROY, a Michigan municipal corporation organized and existing under the Constitution and laws of the State of Michigan (the "CITY");

**WITNESSETH:**

WHEREAS, the AUTHORITY has been incorporated by the CITY pursuant to the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended (the "Act"), for the purpose of acquiring, furnishing, equipping, owning, improving, enlarging, operating and/or maintaining a building or buildings, automobile parking lots or structures, stadiums, recreational facilities and the necessary site or sites therefor, together with appurtenant properties and facilities necessary or convenient for the effective use thereof, for use for any legitimate public purpose of the CITY; and

WHEREAS, the CITY has determined and does hereby reaffirm that it desires to construct, on lands owned or under the control of the CITY, as described in Exhibit A attached hereto and by this reference made a part hereof (the "Property"), and to develop, acquire, construct, furnish and equip an eighteen (18) hole municipal golf course and related site improvements thereon, including, but way of example, but not limited to, parking facilities, a clubhouse, putting greens, a driving range and a practice facility, together with appurtenant properties and facilities necessary or convenient for the effective use thereof (the Property and the facilities and improvements thereon are described in Exhibit B attached hereto and by this reference made a part hereof, and are hereinafter sometimes referred to collectively as the "Project"), and the AUTHORITY is willing to acquire the Project and lease the same to the CITY; and

WHEREAS, it is proposed that the AUTHORITY finance the cost of the Project by the issuance of building authority bonds payable from cash rental payments to be made by the CITY to the AUTHORITY pursuant to this Contract of Lease and the Act; and

WHEREAS, an estimate of thirty (30) years and upwards as the period of usefulness of the Project and an estimate of Twelve Million Four Hundred Forty Five Thousand Five Hundred Dollars (\$12,445,500.00) as the cost of the Project, which will include the costs of acquisition of the Property, as well as related legal and financing costs and contingencies, have been prepared and filed with the City Clerk of the CITY and the Secretary of the AUTHORITY; and

WHEREAS, the CITY and the AUTHORITY have determined that the cost of the Project should be paid by the authorization and issuance of bonds by the AUTHORITY in the principal amount of not to exceed Twelve Million Dollars (\$12,000,000.00) in anticipation of the limited tax full faith and credit general obligation contractual commitments of the CITY under this Contract of Lease, pursuant to the provisions of the Act; and

WHEREAS, as a prerequisite to the authorization and issuance of the building authority bonds, it is necessary for the parties hereto to enter into this Contract of Lease whereby the AUTHORITY will lease the Project to the CITY and the CITY will lease the same from the AUTHORITY for a period extending beyond the last maturity date of said bonds, but not to exceed a period of fifty (50) years; and

WHEREAS, this Contract of Lease has been authorized by the CITY pursuant to a resolution of the City Council of the CITY adopted on \_\_\_\_\_, and notice thereof has been published in a newspaper of general circulation in the CITY, and this Contract of Lease shall become effective after sixty (60) days have elapsed following such publication if no valid petition for referendum on the effectiveness of this Contract of Lease has been filed with the City Clerk of the CITY within forty five (45) days of publication of the notice, or, if such petition is filed, this Contract of Lease shall become effective after it has been approved by the electors of the CITY voting thereon;

THEREFORE, IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS AND AGREEMENTS SET FORTH BELOW, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The AUTHORITY shall, as soon as practicable after the effective date of this Contract of Lease, proceed to authorize and issue its building authority bonds in the aggregate principal amount of not to exceed Twelve Million Dollars (\$12,000,000) (the "Bonds") pursuant to and in accordance with the provisions of the Act and a resolution to be adopted by the AUTHORITY authorizing the issuance of the Bonds, together with any resolution authorizing the sale, execution and delivery of the Bonds (together, the "Bond Resolution"), the terms of

which Bond Resolution are incorporated herein by this reference and will, to the extent in conflict with the provisions of this Contract of Lease so amend this Contract of Lease, for the purpose of defraying the cost of acquiring the Project. The AUTHORITY shall pledge for the payment of the principal of and interest on the Bonds the receipts from the Cash Rentals (as hereinafter defined) hereinafter agreed to be paid by the CITY. The Bonds shall be serial bonds dated as of such date as shall be determined by the AUTHORITY, shall bear interest at a rate or rates not to exceed eight (8%) per annum and shall mature, (subject to such prior redemption, if any, as may be provided in the Bond Resolution), on such dates and in such years as shall be determined in the Bond Resolution. Upon receipt of the proceeds of the sale of the Bonds, the AUTHORITY shall immediately deposit such proceeds (other than premium and accrued interest received from the purchaser of the Bonds, which shall be transferred to the bond and interest redemption fund) into a Project Fund which shall be established and maintained as a separate depository account and from which shall be paid the cost of the Project, including the costs of issuing the Bonds.

2. After the Bonds have been sold, the AUTHORITY shall enter into a final contract or contracts calling for the acquisition of the Project and shall proceed to cause the Project to be acquired, in accordance with agreements and/or plans submitted by the AUTHORITY to the CITY and approved by the CITY; provided, however that, in order to expedite the acquisition of the Project, the CITY and/or the AUTHORITY may have commenced such acquisition prior to sale of the Bonds and the CITY may have advanced funds to the AUTHORITY for the Project in anticipation of the financing of the Project through the Bonds. The AUTHORITY may, with the approval of the CITY, commence the acquisition of or otherwise further the Project prior to such sale, funding such commencement or furtherance with sums advanced to the AUTHORITY by the CITY also in anticipation of such financing, and all sums so advanced by the CITY shall promptly be reimbursed from the proceeds of the Bonds, when said proceeds are obtained. The cost estimate and estimate of period of usefulness of the Project, both of which have been filed with the City Clerk of the CITY and the Secretary of the AUTHORITY are hereby approved and adopted. The cost of the Project shall include not only direct costs of acquiring the Project but all other costs including without limitation, all architectural, engineering, environmental, inspection, surveying, financial, capitalized interest, legal, printing and publishing costs and expenses incidental to the Project and to the issuance of the Bonds. The Project shall be acquired in substantial accordance with the agreements and plans approved by the City Council and the AUTHORITY prior to issuance of the Bonds. No major changes in the scope of the Project shall be made by the AUTHORITY without the approval of the City Council and the Commission of the AUTHORITY.

3. In consideration of the rentals and other terms and conditions herein specified, the AUTHORITY does hereby let and lease the Project to the CITY and the CITY does hereby let and lease the Project from the AUTHORITY, TO HAVE AND TO HOLD for a term commencing on the effective date hereof and ending on a day fifty (50) years from the date thereof, or such lesser period as may be authorized by the provisions of this Contract of Lease. Possession of the Project shall vest in the CITY upon completion of the acquisition of the Property by the AUTHORITY. When all of the Bonds issued by the AUTHORITY to finance the Project have been retired, the AUTHORITY shall convey to the CITY all if its right, title and interest in the Project and any lands, air space, easements of right-of-way appertaining thereto. Upon such conveyance by the AUTHORITY to the CITY this Contract of Lease and the leasehold term as provided herein shall terminate, and the AUTHORITY shall have no further interest in, or obligations with respect to, the Project.

4. The CITY hereby covenants and agrees to pay to the AUTHORITY cash rentals for the use of the Project (hereinafter referred to as "Cash Rental" or "Cash Rentals") in amounts as shall be sufficient to enable the Authority to pay the principal of, premium, if any, and interest (including principal of, premium, if any, and interest on any additional bonds, as described in Section 12 hereof) on the Bonds as such principal, premium, if any, and interest shall become due (including principal of, premium, if any, and interest on any additional bonds) whether at maturity or by redemption. Payment of Cash Rentals shall be made by the CITY to the paying agent for the Bonds directly, it being understood that such transfer by the CITY shall be done for and on behalf of the AUTHORITY.

It is understood and agreed by the parties hereto that the CITY's minimum Cash Rental obligation hereunder shall be the payment of such amounts as shall equal debt service requirements on the Bonds falling due prior to the next Cash Rental payment date. However, the CITY shall retain the unrestricted right and privilege to prepay at any time whatever amounts of Cash Rentals it may choose in order to retire fully or partially the Bonds and any interest then due thereon or in order to provide for such retirement at a specified future date. The total aggregate obligation of the CITY hereunder for Cash Rentals shall at any given point in time be equal to the sum of the Cash Rentals yet to be paid to retire principal of the Bonds, plus interest accrued thereon since the last Cash Rental payment at the rate borne by the Bonds. The CITY warrants and represents that the amount of its obligation under this Contract of Lease, when taken together with other indebtedness of the CITY, will not cause its obligations under this Contract of Lease to exceed any constitutional, statutory or charter debt limitation applicable to the CITY.

The AUTHORITY shall, within thirty (30) days after the delivery of the Bonds, furnish the CITY with a complete schedule of maturities of principal and interest thereon, and the AUTHORITY shall also, at least thirty (30) days prior to each Cash Rental due date, advise the CITY, in writing, of the exact amount of Cash Rental due on the next said date, and the CITY shall pay such amount on the due date.

5. The CITY, at its own expense during the term of this Contract of Lease, shall operate, maintain and keep in repair the Project, and the total expense in connection therewith shall be borne and paid by the CITY in addition to all other rentals herein required. Operation and maintenance shall include any and all costs and expenses of operation and maintenance and such costs and expenses of repairs and maintenance as are necessary to keep the Project in good repair and working order, and shall include, but not to the exclusion of any other items not herein specified, heating, lighting, water, sewerage, drainage and other utilities, snow and debris removal, painting and such other repair and maintenance items as are necessary to provide for efficient operation and maintenance of the Project, and to keep the same in good repair and working order, as well as proper insurance coverages. Further the CITY shall pay, as part of the operation and maintenance expense, upon written notification by the AUTHORITY, and within thirty (30) days after receipt thereof, such amounts as shall be required to meet all reasonable administrative costs and operating expenses of the AUTHORITY, including transfer agent fees, bond registration fees and any other costs or expenses attributable to the Property or the Project or the financing thereof.

6. It is understood and agreed by and between the parties hereto that the Bonds will be issued by the AUTHORITY in anticipation of the CITY's contractual Cash Rental obligation, as stated in Section 4 hereof. The CITY, pursuant to authorization of Section 8a of the Act, hereby recognizes and affirms that its contractual obligations expressed in sections 4 and 5 hereof are full faith and credit general obligations of the CITY.

The CITY hereby expressly and irrevocably pledges its limited tax full faith and credit for the prompt and timely payment of the Cash Rentals pledged for payments of the Bonds as expressed in Section 4 of this Contract of Lease, and shall each year, commencing with the fiscal year beginning July 1, 2002, appropriate from its general funds as a first budget obligation sufficient moneys to pay such Cash Rentals. Such pledge shall include, if necessary, the obligation to levy annually, except as provided below, such ad valorem taxes on all the taxable property in the CITY which, taking into consideration estimated delinquencies in tax collections, shall be fully sufficient to pay such Cash Rentals under and pursuant to this Contract of Lease. Such levy, however, shall be subject to applicable constitutional, statutory and charter tax rate limitations and shall not be in an amount or at a rate exceeding that necessary to pay such Cash Rentals, such levy

being for the purpose of providing funds to meet the contractual obligations of the CITY in anticipation of which the Bonds are issued. Nothing herein contained shall be construed to prevent the CITY from using any, or any combination, of the means and methods provided in Section 8a of the Act for the purpose of providing funds to meet its obligations under this Contract of Lease, and if at the time of making any annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligations due prior to the next tax collection period, then such tax levy may be reduced by such amount.

7. The CITY will include in its budget for the fiscal year commencing July 1, 2002 and shall include in its budget for each fiscal year thereafter, an amount sufficient to pay the total obligations under this Contract of Lease coming due in each such fiscal year. Annually, before finalization of its budget for the next ensuing fiscal year the CITY shall prepare and transmit to the AUTHORITY a statement of the moneys to be included in said budget for payment of all costs of the Project. The AUTHORITY shall have the right to communicate directly with the City Council of the CITY regarding any items in said budget relative to the Project which might be disputed, and, in any event, the budget shall be reasonably adequate to cover all obligations of the CITY herein contained in this Contract of Lease.

8. The CITY may at any time pay in advance any of the obligations required to be paid by this Contract of Lease, in which event the AUTHORITY shall credit the CITY with advance payment on future-due payments to the extent of such advance payment. The CITY may also specify by written request that any Cash Rentals paid in advance of the requirements set out in Section 4 hereof be used to purchase Bonds for redemption prior to maturity, either currently or at some future date, to the extent the provision for prior redemption is made in the Bonds, in which event the AUTHORITY shall be obligated to apply and use said advance payments for such purpose to the fullest extent possible.

9. The CITY may install or construct in or upon the Property or the Project or may remove from the Property or the Project any equipment, fixtures or structures and may make any alterations to or structural changes to the Property or the Project as the CITY may desire.

10. The CITY covenants and agrees that it will not permit the use of the Project or the Property in any manner that will result in a violation of local, state or federal laws, rules or regulations now or hereafter in force and applicable thereto and shall keep the AUTHORITY and the members of its Commission harmless and indemnified at all times against any loss, damage or expenses by any accident, loss, casualty or damage resulting to any person or property through any use, misuse, or nonuse of the Project and/or the Property, or by reason of an act or thing done or not done on, in or about the Project and/or the Property or in relation

thereto. The CITY further covenants and agrees that it will promptly, and at its own expense, make and pay for any and all changes and alterations in or about the Project and/or the Property which during the term of this Contract of Lease may be required to be made at any time by reason of local, state or federal laws and to save the AUTHORITY harmless and free from all costs or damage in respect thereto.

11. To carry out the acquisition and construction of the Project and the financing thereof in accordance with the provisions of said Act, the following actions shall be taken by the AUTHORITY:

(a) the AUTHORITY will enact the necessary Bond Resolution to authorize the issuance of the Bonds in anticipation of the Cash Rentals to be paid by the CITY hereunder. The AUTHORITY will offer for sale and take such other necessary legal procedures as may be necessary to issue and sell the Bonds as soon as (i) this Contract of Lease becomes effective and (ii) all other steps required to be taken prior to sale of the Bonds have been accomplished.

(b) The AUTHORITY will promptly enter into and execute contracts for the acquisition of the Property and/or the Project in accordance with the agreements and plans therefor approved by the CITY. No material changes in said agreements and plans shall be made by the AUTHORITY without the consent of the CITY. The AUTHORITY shall not execute any contract in connection with the acquisition or disposition of all or any part of the Property and/or the Project until same has been approved by the City Council of the CITY.

(c) The AUTHORITY will require and secure from any contractor undertaking any work to be performed on the said Project necessary and proper bonds to guarantee the performance of said contract and labor and material bonds in such amounts and in such forms as may be approved by the City Attorney of the CITY.

(d) The AUTHORITY will immediately upon receipt of the proceeds of sale of the Bonds comply with all requirements provided for in the Bond Resolution, relative to the disposition and use of such proceeds.

(e) The AUTHORITY may invest any bond proceeds or other funds held by it as permitted by law and investment income shall accrue to and follow the fund producing such income. However, the AUTHORITY shall not invest, reinvest, or accumulate any moneys deemed to be proceeds of the Bonds pursuant to federal Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations thereunder, in such a manner as to cause the Bonds to be "arbitrage bonds" within the meaning of the Code and applicable regulations thereunder. The AUTHORITY and the CITY will take or abstain from taking all

actions required by the Code and regulations thereunder as may be necessary to retain for the interest on the Bonds the exemption from direct federal income taxation.

12. In the event that it should be determined that for any reason there are not sufficient funds to complete the acquisition of the Property and/or the Project, or if repair, replacement or alteration of the Project should be required to make the Project useable for the public purposes and additional funds become necessary therefor, it is agreed by the parties hereto that this Contract of Lease may be supplemented or amended to provide for the issuance of additional bonds by the AUTHORITY to provide sufficient funds to complete, repair, replace or alter the Project and also to increase the Cash Rental by an amount fully sufficient to pay all principal of and interest on the Bonds herein referred to and such additional bonds when due.

In the event such determination of insufficient funds should be made after the letting of contracts for acquisition of the Project, but before completion thereof, the AUTHORITY shall be authorized, on its own motion, to issue such additional bonds as may be necessary to provide sufficient funds to complete the acquisition of the Project or to make necessary repairs, replacements or alterations therein, and the Cash Rental to be paid by the CITY shall automatically be increased by an amount fully sufficient to pay all principal of and interest on the Bonds herein referred to and such additional bonds when due. In the event any additional bonds are issued, the duties and obligations of the AUTHORITY and the CITY as expressed and set forth in this Contract of Lease shall be applicable to such additional bonds as well as the Bonds herein referred to, it being at all times fully recognized and agreed that the Cash Rentals to be paid by the CITY, as specified in Section 4 of this Contract of Lease, shall be based upon the total amount of bonds issued to pay the costs of the Project. Any such additional Bonds shall mature serially or be payable by mandatory sinking fund redemption on the dates as provided in the Bond Resolution for the Bonds and the Cash Rentals coming due on the dates as provided in Section 4 of this Contract of Lease for the Cash Rentals shall be increased by the Principal amount of such additional bonds maturing on the dates as provided in Section 4 of this Contract of Lease. All of the provisions of this Contract of Lease shall be applicable to said increased amounts. Immediately upon the issuance of such additional bonds, the AUTHORITY shall furnish and supply the CITY with documentation specifying the new schedule of Bond payments and Cash Rentals, increased as herein authorized, which shall be substituted and take the place of the schedules herein specified. In the event additional bonds are issued, all references herein to the Bonds shall be deemed to include such additional bonds.

In lieu of the issuance of additional bonds, the AUTHORITY and the CITY may enter into any other mutually agreeable arrangement to meet increased costs

or bring such costs within the amount of funds available for acquisition of the Project.

13. In the event, by reason of favorable acquisition bids received, or for any other reason, it is not necessary to issue the Bonds in the full amount presently anticipated, the AUTHORITY shall be authorized, after consultation with the CITY, to reduce the amount of Bonds to such lesser principal amount as may be necessary to pay the cost of acquisition of the Project and also to reduce the Cash Rental of the CITY so that the payments shall be sufficient to pay all principal of and interest on the Bonds. All the provisions of this Contract of Lease shall be applicable to said reduced amounts and/or said amended due dates the same as though such Bonds and Cash Rentals were originally in said reduced amounts and/or with said amended due dates. In such event, the AUTHORITY shall furnish and supply to the CITY documentation specifying the new schedule of Bond Payments and Cash Rentals, reduced and/or rescheduled as herein authorized, including copies of the Bond Resolution and any amendments thereto, which shall be substituted and take the place of the schedules herein specified.

14. After completion of acquisition of the Project and payment of all costs thereof, any unexpended balance remaining from the proceeds of sale of Bonds and the amount to be paid by the CITY to the AUTHORITY pursuant to Section 4 of this Contract of Lease, shall be used by the AUTHORITY, upon request made by resolution of the City Council of the CITY and with the approval of the Michigan Department of Treasury (or any successor agency thereto, if any), to the extent required by law, for improvements or enlargement of the Project or for any other projects of the AUTHORITY leased to the CITY. Any balance remaining after such use shall be applied to debt service requirements and shall reduce the next due Cash Rentals to the extent of such application.

15. The AUTHORITY shall deliver possession of the Property and the Project to the CITY simultaneously with conveyance thereof to the AUTHORITY, as provided in Section 2 hereof. The Project shall be acquired as promptly as possible but in the event that for any reason whatsoever the Project is not acquired in a timely fashion, the obligation of the CITY for the payment of the Cash Rentals and other costs of the Project and the performance of its other commitments under this Contract of Lease shall in any event remain in full force and effect in order to provide for the payment of principal of and interest on the Bonds and other costs in connection therewith.

16. The CITY shall provide:

(a) liability insurance to the extent necessary to protect the AUTHORITY and the CITY against loss on account of damage or injury to persons or property imposed by reason of the ownership of the Property and the Project or

resulting from any act of omission or commission on the part of the AUTHORITY or the CITY, their agents, officers and employees, in connection with the operation, maintenance or repair of the Property and the Project or the furnishing of any service to the CITY;

(b) casualty insurance against such risks and in such amounts as are usually carried on projects of similar size and nature; and

(c) funds to pay the premium on a sufficient fidelity bond from any person handling the funds of the AUTHORITY.

17. Any funds received by the AUTHORITY or the CITY from any insurance policies, or otherwise, because of casualty or damage to the Property or the Project shall be used promptly to restore the Property and the Project to a condition satisfactory to the CITY. If such funds are not sufficient to so restore the Property and/or the Project, the CITY and the AUTHORITY may agree upon, or the CITY and the AUTHORITY may agree to issue additional bonds for such restoration, in which event the provisions of Section 12 hereof with respect to additional bonds and increased Cash Rentals shall apply. If in the judgment of the AUTHORITY, concurred in by the CITY, the funds received from any insurance policies, or otherwise, by the AUTHORITY or the CITY shall be insufficient to restore the Project to a condition satisfactory to the CITY and if additional CITY funds are not made available or additional bonds are not authorized to make property restoration, then, in that case, the AUTHORITY shall hold and/or invest the funds paid to it by reason of such loss for the benefit of the holders of the Bonds, and when upon receipt of sufficient Cash Rentals from the CITY which, together with the proceeds of the insurance and other available funds, will be sufficient to pay the principal of and interest on the Bonds, said moneys shall be deposited by the AUTHORITY, in trust, for the benefit of the bondholders and used to pay the principal of and interest on said Bonds as they mature.

18. The leasehold rights, duties and obligations of the CITY as specified in this Contract of Lease shall not be assigned or sublet, in whole or in part, during the term of this Contract of Lease or while any of the Bonds are outstanding and unpaid, except to the extent that such assignment or sublease benefits and serves as a legitimate public purpose of the CITY, in which event the CITY shall be authorized to assign this Contract of Lease or sublet the Property or the Project, or any part thereof, but only to the extent and in the manner that the CITY could assign or sublet if it were the owner of the Property or the Project. In no event shall any assignment or subletting relieve the CITY of its primary obligations to pay the Cash Rentals and operation and maintenance costs of the Property and the Project hereunder or perform any of its other obligations hereunder.

19. The CITY shall have, and is hereby granted, the right to require the AUTHORITY to release from the terms and restrictions hereof any part of the Property, or any interest therein, at any time and from time to time while the CITY is not in default hereunder, without cost to the CITY, provided that the CITY furnishes the AUTHORITY with:

(a) A notice, in writing, containing an adequate legal description of that portion of the Property with respect to which such right is to be exercised, together with a survey thereof; and

(b) A certificate signed by an engineer or architect stating (i) that no part of the improvements constituting the Project (other than sewer, water, gas, electric and communication lines and other utilities, and the like, which shall be specified in such certificate) is located on the portion of the Site with respect to which such right is exercised, and (ii) that the severance of such portion of the Property will not impair the operating utility or materially alter the character of the Project or the balance of the Property.

From and after the consummation of any release effected by the CITY pursuant to the provisions of this Section, any reference herein to the Property shall be deemed to refer to the real property described herein, and the buildings and improvements thereon, less and except any portion or interest therein released to the CITY under this Section and any part theretofore released to the CITY under this Section. No release effected by the CITY under the provisions of this Section shall entitle the CITY to any abatement or diminution of the Cash Rentals or other obligations payable hereunder.

20. The AUTHORITY, its agents, servants or employees shall have the right at all times of entering upon the Property and the Project for the purpose of acquiring, constructing and inspecting the same pursuant to its commitments hereunder and determine whether all of the terms, agreements, covenants and conditions herein contained are being complied with.

21. The CITY covenants and agrees that it will continue to pay to the AUTHORITY, in accordance with the terms of this Contract of Lease, the Cash Rentals and the operation and maintenance costs of the Property and the Project at the times and in the manner herein established without reduction or abatement for any cause or reason whatsoever, including, but not limited to, casualty which results in the Property or the Project being untenable or the failure to have the Project restored under Section 17 hereof, and without right of set off or recoupment, until the principal of and interest on all Bonds are paid in full or adequate funds are available and held in trust for the benefit of the holders of the Bonds for that purpose.

22. The CITY covenants and agrees that if, before the Bonds have been retired, default shall at any time be made by the CITY in payments of Cash Rentals or operation and maintenance costs as herein required or in the performance of any of its obligations hereunder, the AUTHORITY shall have the right to use all the remedies provided by law to correct said default, including those specifically set forth in the Act and the resolution to be enacted by the AUTHORITY providing for the issuance of the Bonds. In the event of any such default, the holder or holders of the Bonds may, to the extent permitted by law, exercise and enforce the rights of the AUTHORITY hereunder.

23. The AUTHORITY and the CITY each recognize that the Bonds are to be issued in anticipation of the Cash Rentals to be paid by the CITY hereunder and that the holders from time to time of the Bonds will have contractual rights in this Contract of Lease, and it is, therefore, covenanted and agreed by each of them that so long as any of the Bonds shall remain outstanding and unpaid the provisions of this Contract of Lease shall not be subject to any alteration or revision which would in any manner unfavorably affect either the security of the bonds or the prompt payment of principal or interest thereon. The AUTHORITY and the CITY further covenant and agree that they will each comply with their respective duties and obligations under the terms of this Contract of Lease promptly at the times and in the manner herein set forth and will not suffer to be done any act which would in any way impair the Bonds, the security therefor, or the prompt payment of principal and interest thereon. The CITY may, in writing, waive strict compliance by the AUTHORITY with the dates set out herein for the entering into a final contracts for acquisition of the Property and/or completion of the Project, and such dates may be altered upon mutual agreement by the parties hereto.

24. Any notice necessary or proper to be given to any of the parties hereto may be served in the following manner:

(a) If to the AUTHORITY, by delivering the same to any member of the Commission thereof,

(b) If to the CITY, by delivering the same to the City Manager or the Assistant City Manager/Finance.

25. This Contract of Lease shall terminate on the payment in full of all principal and interest on all the Bonds. When the Bonds have been retired and the Contract of Lease terminated, the AUTHORITY shall convey the Property and the Project to the CITY, without consideration, by quit claim deed and appropriate bills of sale in such form and manner as may be approved by the Attorney of the CITY. Upon termination of this Contract of Lease in the manner set forth above, the AUTHORITY shall promptly pay over to the CITY any and all funds held by it

pertaining to the aforesaid Bonds or in any other manner relating to the Property and the Project.

26. The AUTHORITY covenants that the CITY, upon compliance with the terms of this Contract of Lease, shall and may peacefully and quietly have and hold and enjoy the Property and the Project for the term herein provided.

27. Nothing herein contained shall in any way be construed to prevent additional financing under the provisions of the Act, or any other law, for any of the purposes set out in the Articles of the Incorporation of the AUTHORITY.

28. This Contract of Lease shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the MUNICIPAL BUILDING AUTHORITY OF TROY, by its Commission, and the CITY OF TROY, by its City Council, have each caused its name to be signed to this instrument by its duly authorized officers as of the day and year first above written.

MUNICIPAL BUILDING AUTHORITY  
OF TROY

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

-and-

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

CITY OF TROY

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

-and-

By: \_\_\_\_\_  
Its: City Clerk

STATE OF MICHIGAN    )  
                                  )SS  
COUNTY OF OAKLAND    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who being by me duly sworn, did, each for himself or herself, say that they are respectively, the Chairperson and Secretary of the Commission of the MUNICIPAL BUILDING AUTHORITY OF TROY, a public corporation of the State of Michigan, and that said instrument was signed behalf of said AUTHORITY by authority of its commission, and the said persons acknowledged said instrument to be the free act and deed of said AUTHORITY.

\_\_\_\_\_  
Notary Public

STATE OF MICHIGAN    )  
                                  )SS  
COUNTY OF OAKLAND    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, did, each for himself or herself, say that they are, respectively, the Mayor and the City Clerk of the CITY OF TROY, a Michigan municipal corporation, and that said instrument was signed and sealed on behalf of said CITY by authority of its City Council, and the said persons acknowledged said instrument to be the free act and deed of said CITY.

\_\_\_\_\_  
Notary Public

[SEAL]

CRD490

CITY OF TROY  
LAND FILE DISPLAY SCREEN

04/17/01  
10:37:51

CVT CODE: 88  
SIDWELL NO: 20 01 126 003

OWNER(S)  
JONES, MARIE

PROPERTY ADDRESS

MAILING ADDRESS  
6957 DOENGES  
TROY MI 48098-1055

SCHOOL: 260 ZONE: RV USE: RV  
NBRD: D01 BANK:  
HOME EX: 1 100 % 03/01/1994

PROPERTY DESCRIPTION:

- 01 T2N, R11E, SEC 1
- 02 PART OF NW 1/4
- 03 BEG AT PT DIST
- 04 N 89-51-47 W 220 FT
- 05 FROM N 1/4 COR,
- 06 TH S 00-03-00 W 193 FT,
- 07 TH N 88-20-00 W 182.36 FT,
- 08 TH N 00-03-00 E 188.12 FT,
- 09 TH S 89-51-47 E 182.79 FT
- 10 TO BEG EXC N 60 FT
- 11 IN RD 0.56 A

LAND RECORD DISPLAYED AS REQUESTED

CRD490

CITY OF TROY  
LAND FILE DISPLAY SCREEN

04/17/01  
10:38:14

CVT CODE: 88  
SIDWELL NO: 20 01 126 004

OWNER(S)  
JONES, MARIE

PROPERTY ADDRESS  
6957 DOENGES  
TROY MI 48098-1055

MAILING ADDRESS  
6957 DOENGES  
TROY MI 48098-1055

SCHOOL: 260 ZONE: RI USE: RI  
NBRD: RAN BANK:  
HOME EX: 1 100 % 03/01/1994

PROPERTY DESCRIPTION:

01 T2N, R11E, SEC 1  
02 PART OF NW 1/4  
03 BEG AT PT DIST  
04 N 89-51-47 W 220 FT &  
05 S 00-03-00 W 193 FT  
06 FROM N 1/4 COR,  
07 TH S 150 FT,  
08 TH S 82-17-00 W 179.43 FT,  
09 TH N 00-03-00 E 180 FT,  
10 TH S 88-20-00 E 182.36 FT  
11 TO BEG 0.69 A

LAND RECORD DISPLAYED AS REQUESTED

CRD490

CITY OF TROY  
LAND FILE DISPLAY SCREEN

04/17/01  
10:38:37

CVT CODE: 88  
SIDWELL NO: 20 01 126 014

OWNER(S)  
YOUNG, GERALDINA TRUST

PROPERTY ADDRESS  
6901 DOENGES  
TROY MI 48098-1055

MAILING ADDRESS  
6901 DOENGES  
TROY MI 48098-1055

SCHOOL: 260 ZONE: ME USE: ME  
NBRD: BUN BANK:  
HOME EX: 0 % 03/01/1994

ADD: 09/07/82 FROM -005 & 010

LAND RECORD DISPLAYED AS REQUESTED

PROPERTY DESCRIPTION:  
01 T2N, R11E, SEC 1  
02 PART OF NE 1/4 OF NW 1/4  
03 BEG AT PT DIST  
04 N 89-51-47 W 220.00 FT &  
05 S 00-03-00 W 343.00 FT  
06 FROM N 1/4 COR,  
07 TH S 00-03-00 W 177.09 FT,  
08 TH N 89-51-47 W 183.19 FT,  
09 TH N 00-05-39 E 151.98 FT,  
10 TH N 82-19-24 E 184.75 FT  
11 TO BEG 0.69 A

CRD490

CITY OF TROY  
LAND FILE DISPLAY SCREEN

04/17/01  
10:31:27

CVT CODE: 88  
SIDWELL NO: 20 01 126 007

PROPERTY DESCRIPTION:  
01 T2N, R11E, SEC 1  
02 S 16 ACRES OF E FRC 1/2 OF  
03 NW FRC 1/4 16 A

OWNER(S)  
TROY SCHOOL DISTRICT

PROPERTY ADDRESS

MAILING ADDRESS  
4400 LIVERNOIS  
TROY MI 48098-4799

SCHOOL: 260 ZONE: ME USE: ME  
NBRD: SCH BANK:  
HOME EX: 0 %

LAND RECORD DISPLAYED AS REQUESTED

CRD490

CITY OF TROY  
LAND FILE DISPLAY SCREEN

04/17/01  
10:30:03

CVT CODE: 88  
SIDWELL NO: 20 01 126 012

PROPERTY DESCRIPTION:

OWNER(S)  
MEAD, HUBERT C & EDNA L

- 01 T2N, R11E, SEC 1
- 02 PART OF NE 1/4 OF NW 1/4
- 03 BEG AT PT DIST
- 04 N 89-51-47 W 941.10 FT
- 05 FROM N 1/4 COR,
- 06 TH S 00-05-37 W 800.76 FT,
- 07 TH N 89-36-18 W 364.55 FT,
- 08 TH N 00-07-34 E 344.12 FT,
- 09 TH S 89-51-48 E 199.89 FT,
- 10 TH N 00-10-26 E 455.00 FT,
- 11 TH S 89-51-47 E 163.82 FT
- 12 TO BEG 4.60 A

PROPERTY ADDRESS  
2250 HARNED  
TROY MI 48098-1047

MAILING ADDRESS  
2250 HARNED  
TROY MI 48098-1047

SCHOOL: 260 ZONE: RI USE: RI  
NBRD: BUN BANK:  
HOME EX: 1 100 % 03/01/1994

ADD: 09/07/82 FROM -010

LAND RECORD DISPLAYED AS REQUESTED

CRD490

CITY OF TROY  
LAND FILE DISPLAY SCREEN

04/17/01  
10:38:59

CVT CODE: 88  
SIDWELL NO: 20 01 126 011

OWNER(S)  
CITY OF TROY

PROPERTY ADDRESS  
6870 DOENGES  
TROY MI 48098-1002

MAILING ADDRESS  
500 W BIG BEAVER  
TROY MI 48084

SCHOOL: 260 ZONE: ME USE: ME  
NBRD: RAN BANK:  
HOME EX: 0 %

ADD: 07/08/81 FROM 01-126-008

LAND RECORD DISPLAYED AS REQUESTED

PROPERTY DESCRIPTION:

01 T2N, R11E, SEC 1  
02 PART OF E 1/2 OF NW FRC 1/4  
03 BEG AT N 1/4 COR,  
04 TH S 00-03-00 W 805 FT,  
05 TH N 89-36-18 W 403.36 FT,  
06 TH N 00-05-39 E 283.18 FT,  
07 TH S 89-51-47 E 183.19 FT,  
08 TH N 00-03-00 E 520 FT,  
09 TH S 89-51-47 E 220 FT  
10 TO BEG 5.26 A

CRD490

CITY OF TROY  
LAND FILE DISPLAY SCREEN

04/17/01  
10:35:50

CVT CODE: 88  
SIDWELL NO: 20 01 126 013

OWNER(S)  
CITY OF TROY

PROPERTY ADDRESS

MAILING ADDRESS  
500 W BIG BEAVER  
TROY MI 48084-5285

SCHOOL: 260 ZONE: ME USE: ME  
NBRD: CIT BANK:  
HOME EX: 0 %

ADD: 09/07/82 FROM -010

LAND RECORD DISPLAYED AS REQUESTED

PROPERTY DESCRIPTION:

01 T2N, R11E, SEC 1  
02 PART OF NE 1/4 OF NW 1/4  
03 BEG AT PT DIST  
04 N 89-51-47 W 402.79 FT  
05 FROM N 1/4 COR,  
06 TH S 00-05-39 W 803.18 FT,  
07 TH N 89-36-18 W 538.31 FT,  
08 TH N 00-05-37 E 800.76 FT,  
09 TH S 89-51-47 E 538.31 FT  
10 TO BEG 9.91 A

CRD490

CITY OF TROY  
LAND FILE DISPLAY SCREEN

04/17/01  
10:30:49

CVT CODE: 88  
SIDWELL NO: 20 01 126 009

PROPERTY DESCRIPTION:

OWNER(S)  
CITY OF TROY  
FLYNN PARK

- 01 T2N, R11E, SEC 1
- 02 PART OF E 1/2 OF NW 1/4
- 03 BEG AT PT DIST
- 04 S 00-02-08 W 805 FT
- 05 FROM N 1/4 COR,
- 06 TH S 00-02-08 W 2215.87 FT,
- 07 TH S 88-09-59 W 1318.34 FT,
- 08 TH N 00-55-45 E 606.71 FT,
- 09 TH N 00-06-00 E 1660 FT,
- 10 TH S 89-37-23 E 1306.34 FT
- 11 TO BEG 67.40 A

PROPERTY ADDRESS

MAILING ADDRESS  
500 W BIG BEAVER RD  
TROY MI 48084-5285

SCHOOL: 260 ZONE: ME USE: ME  
NBRD: CIT BANK:  
HOME EX: 0 %

LAND RECORD DISPLAYED AS REQUESTED

CRD490

CITY OF TROY  
LAND FILE DISPLAY SCREEN

04/17/01  
10:32:20

CVT CODE: 88  
SIDWELL NO: 20 01 200 001

PROPERTY DESCRIPTION:  
01 T2N, R11E, SEC 1  
02 W 1/2 OF NE FRC 1/4 104 A

OWNER(S)  
CITY OF TROY

PROPERTY ADDRESS  
1720 W SOUTH BOULEVARD  
TROY MI 48098-1014

MAILING ADDRESS  
500 W BIG BEAVER  
TROY MI 48084-5285

SCHOOL: 260 ZONE: ME USE: ME  
NBRD: CIT BANK:  
HOME EX: 0 %

LAND RECORD DISPLAYED AS REQUESTED



**EXHIBIT B**

**NOTICE OF INTENTION OF ENTERING INTO LIMITED  
TAX-SUPPORTED CONTRACT OF LEASE AND OF  
RIGHT TO PETITION FOR REFERENDUM THEREON**

**TO THE TAXPAYERS AND ELECTORS  
OF THE CITY OF TROY, MICHIGAN:**

PLEASE TAKE NOTICE that the City of Troy (the "City") intends to approve and execute a Contract of Lease (the "Contract") with the Municipal Building Authority of Troy (the "Building Authority") pursuant to Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended (the "Act"). Such Contract will provide, among other things, that said Building Authority will acquire certain real property in the City and develop, construct, furnish and equip an eighteen (18) hole municipal golf course and related site improvements thereon together with appurtenant properties and facilities necessary or convenient for the effective use thereof (together, the "Project"), and WILL ISSUE ITS BONDS TO FINANCE THE ESTIMATED COST OF ACQUIRING, CONSTRUCTING, FURNISHING AND EQUIPPING THE SAME FOR SAID CITY IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$12,000,000. Said bonds will be issued in one or more series, will mature serially in not to exceed 30 annual installments, and will bear interest not exceeding 8% per annum on the outstanding principal balance or such higher rate as may be authorized by law.

The Contract will further provide that the City will lease the Project from the Building Authority and WILL PAY AS RENTAL TO THE BUILDING AUTHORITY ALL SUMS NECESSARY TO RETIRE THE PRINCIPAL OF AND INTEREST ON SAID BONDS, TOGETHER WITH ALL COSTS OF OPERATING AND MAINTAINING THE PROJECT AND ALL COSTS OF the Building Authority in connection therewith, regardless of whether the Project is tenantable. The principal amount to be borrowed by the Building Authority will be indebtedness of the City for purposes of statutory, charter and constitutional debt limitations, and said principal amount, together with the City's rental obligation for payment thereof, may be increased to cover increased costs of the Project.

**CITY  
CONTRACT OBLIGATION**

BY VIRTUE OF SAID PROPOSED CONTRACT AND THE ACT, THE CITY'S REQUIRED PAYMENTS TO THE BUILDING AUTHORITY UNDER THE CONTRACT WILL BE LIMITED TAX FULL FAITH AND CREDIT GENERAL OBLIGATIONS OF THE CITY PAYABLE FROM ANY AVAILABLE FUNDS OF THE CITY, AND THE CITY WILL BE REQUIRED TO LEVY AD

VALOREM TAXES ON ALL TAXABLE PROPERTY WITHIN ITS BOUNDARIES TO THE EXTENT NECESSARY TO MAKE THE PAYMENTS REQUIRED TO RETIRE THE BONDS AND INTEREST THEREON IF OTHER FUNDS FOR THAT PURPOSE ARE NOT AVAILABLE, EXCEPT AS LIMITED BY LAW. THE OBLIGATION TO LEVY TAXES IS LIMITED BY APPLICABLE CONSTITUTIONAL, CHARTER AND STATUTORY TAX RATE LIMITATIONS.

SAID PROPOSED CONTRACT SHALL BECOME EFFECTIVE WITHOUT VOTE OF THE ELECTORS OF THE CITY, AS PERMITTED BY LAW, UPON THE EXPIRATION OF 60 DAYS FOLLOWING THE DATE OF PUBLICATION OF THIS NOTICE, UNLESS A PETITION REQUESTING AN ELECTION ON THE QUESTION OF WHETHER SUCH CONTRACT SHOULD BE EFFECTIVE, SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS OF THE CITY, IS FILED WITH THE CITY CLERK WITHIN 45 DAYS FROM THE DATE OF THIS PUBLICATION. If such petition is so filed, the Contract shall not be effective without an approving vote by a majority of electors of the City voting on the question.

This Notice is given pursuant to the requirements of Section 8(b) of the aforesaid Act 31, as amended. Further information concerning the details of said Contract, the Project being financed and the matters set out in this Notice may be secured from the City Clerk's office. A copy of the Contract will be on file in the office of the City Clerk for public inspection within 30 days from the date hereof.

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City Clerk



August 1, 2001

TO: MAYOR AND MEMBERS OF CITY COUNCIL

FROM: JOHN SZERLAG, CITY MANAGER  
GARY SHRIPKA, ASSISTANT CITY MANAGER  
DOUG SMITH, ECONOMIC DEVELOPMENT DIRECTOR  
MARK MILLER, INTERIM PLANNING DIRECTOR  
LORI GRIGG BLUHM, ACTING CITY ATTORNEY

RE: CROSS ACCESS EASEMENT AGREEMENTS- PRIVATE STREETS

---

The City has been approached by an attorney for Frank Bronzetti, concerning the Charleston Club and Harrington Park condominium developments. Charleston Club is a 12 unit, three acre, condo project located on Long Lake Road, west of Livernois. This development was the result of the City's sale of a remnant parcel to Millcreek. Harrington Park is located next to the Charleston Club condominiums.

In conjunction with the new R-1T zoning classification, Troy's zoning ordinance was modified to allow private streets in developments of less than 10 acres. According to the development standards, the condominium association must sign an agreement to perpetually maintain the private streets, which is recorded with the register of deeds. The City Council is also required to approve the private street configuration. The Charleston Club project is one of the first developments to utilize this private street option.

Charleston Club received site plan approval from the Planning Commission on December 14, 1999. At staff recommendation, the site plan approval required the execution of a cross access easement to the west boundary, which was signed on December 14, 2000. This cross access easement provided the adjoining property owner with an additional right of way to and from Long Lake Road for ingress and egress. City Council approved the private road agreement on September 25, 2000.

This cross access easement did not become controversial until the submission of the proposed Harrington Park condominiums, which were located on the adjacent property to the west. On April 10, 2001, the Planning Commission granted preliminary site plan approval to Harrington Park. The Harrington Park development also utilized the private street development option. The site plan approval also required the execution of a cross access easement, which would have interconnected the two condominium complexes.

The current zoning ordinance and development standards do not address requirements for cross access easements when two adjacent residential developments utilizing private streets are proposed. The Planning Department will draft proposed amendments to the development standards to address this issue, and also to provide additional guidance for cross connections in non-residential developments. Part of this process will necessarily include input from the fire department and police department concerning emergency access. The condominium complexes are concerned about a joint private roadway, since it would require two separate condominium associations to reach agreement on matters of snow removal, maintenance, liability, and regulations. These unique concerns can be addressed in the new proposed standard.

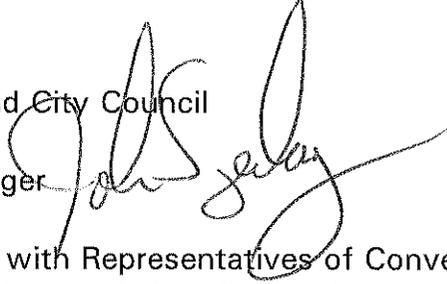
In the meantime, the Harrington Park condominium complex has asked for a subsequent revision to their site plan, which is currently scheduled for the August 21, 2001 Planning Commission Meeting. At that time, the Planning Commission will have an opportunity to revisit the issue of cross access easements in residential developments with private streets. If the cross access easement requirement is eliminated from the site plan approval for Harrington Park, there would be alternate emergency access to be provided in the site plan.

If the Harrington Park site plan is amended to delete the cross access easement, then there is no requirement for a connecting private roadway for the two developments. However, Charleston Club Condominiums may wish for their cross access easement to be vacated. Since this document has already been recorded in the Oakland County Register of Deeds, this would require Charleston Club to first obtain written permission from each condominium owner in the complex. Once the approval of all of the property owners is obtained, the matter could be presented to the Planning Commission for their reconsideration. Direction from City Council concerning these unique adjoining residential developments with private streets may be helpful to the Planning Commission.

If you have any questions concerning the above, please let us know.

August 1, 2001

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager 

SUBJECT: Proposed Study Session with Representatives of Conventional Wisdom, Inc. Regarding Economic Feasibility of Civic Center Site Plan Elements

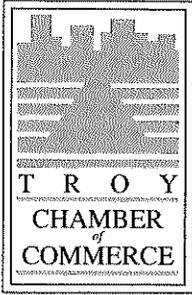
The enclosed memoranda from the Troy Chamber of Commerce and City management recommends that Conventional Wisdom, Inc. be hired to perform an economic analysis of various Civic Center site plan elements, i.e., conference center, performing arts center, hotel, and office. To this end, a resolution is offered for your consideration scheduling a Study Session on August 20, 2001 at 6:00 PM with representatives from Conventional Wisdom, Inc. After this meeting, you could give direction to staff authorizing a contract to be negotiated with this firm for the economic analysis, or go out for *Request for Proposals* (RFP), or take some other route. Also included with this documentation is a memo from staff indicating other firms which have shown interest in performing a feasibility study for the Civic Center.

An alternate resolution for this issue is also included which still calls for a Study Session, but without representatives of Conventional Wisdom, Inc. or any other firm. The proposed focus of this session would be to have City Council first identify desirable Civic Center site plan elements. Then, an analysis would be performed to determine economic feasibility.

As always, please feel free to call should you have any questions.

JS/mr\2001\To M&CC RE: Economic Feasibility Study of Civic Center Elements

c: Michelle Hodges, Chamber President  
John Lamerato, Assistant City Manager/Finance & Administration  
Gary A. Shripka, Assistant City Manager/Services  
Doug Smith, Director of Real Estate & Development



4555 Investment Drive, Suite 300, Troy, Michigan 48098-6338 (248) 641-8151 Fax (248) 641-0545

e-mail: [theteam@troychamber.com](mailto:theteam@troychamber.com) [www.troychamber.com](http://www.troychamber.com)

## MEMORANDUM

**TO:** The Honorable Mayor and City Council

**FROM:** Nancy Negohosian, Chairperson *NN*  
Michele Hodges, President *MH*

**DATE:** 18 July 2001

**RE:** Civic Center Site

---

As a result of recent due diligence relating to the Civic Center site, the Chamber wholeheartedly supports actions of the Mayor and Council, Downtown Development Authority, and Planning Commission. The commitment to maintain open and public spaces, a pedestrian friendly environment, shared parking, and minimal infrastructure costs are particularly laudable.

On a related note, the 19 June 2001 joint meeting between City Council and the Chamber concluded with the salient objective of having the Chamber meet with City staff to prioritize goals, objectives, and site plan elements for the Civic Center site.

To that end, a meeting with City Manager John Szerlag and Real Estate & Development Director Doug Smith occurred on 17 July 2001. The meeting and other fact-finding leads the Chamber to make the following recommendations.

1) **Economic Feasibility**

An economic feasibility analysis of the Civic Center plan should be performed by a third-party. The analysis would not replace previous efforts, but encompass them while focusing on the economic viability of all proposed elements. Doing so will resolve unanswered questions and allow for confident decision-making.

2) **Consultant**

The firm utilized by the Detroit Metropolitan Convention & Visitors Bureau (Conventional Wisdom) to conduct its convention facility study should be considered to perform the analysis. Doing so would create time and resource efficiencies.

The Chamber is in the process of addressing other issues identified at the joint meeting, and will provide ongoing reports to you as progress is made.

G-10

We hope for continued involvement with this important initiative, and thank you for soliciting our input to date.

CC: John Szerlag, City Manager  
Doug Smith, Director of Real Estate & Development  
TCC Board of Directors

July 19, 2001

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager 

SUBJECT: Recommendation from Chamber of Commerce to Perform Economic Analysis on Various Civic Center Site Plan Elements

City Management agrees with the recommendation of the Troy Chamber of Commerce to perform an economic analysis of proposed civic center site plan elements consisting of a conference center, performing arts center, hotel, and office. We also recommend that Conventional Wisdom Incorporated be hired to perform this analysis as they have just completed the convention facility study for Detroit Metro Convention and Business Bureau, and are thereby familiar with the City of Troy.

In order to provide a better level of comfort with this firm, a study session could be scheduled with representatives of Conventional Wisdom on August 20, 2001 at 6:00 p.m., 90 minutes before the regularly scheduled Council meeting. At that time, you can decide to proceed to authorize staff to negotiate a contract with this firm for the economic analysis, go out for request for proposals (RFP's), or take some other route.

Before closing, please know that the City has received proposals from consulting firms to perform economic analysis of this sort. Under separate cover, Doug Smith and I will provide you with that information as well.

cc: Nancy Negohosian; Board Chairperson, Troy Chamber of Commerce  
Michelle Hodges; President, Troy Chamber of Commerce  
Gary A. Shripka  
John Lamerato  
Doug Smith

## COMMON SENSE SOLUTIONS FOR COMPLEX PROBLEMS

**C**onventional Wisdom Corp was formed in 1997 in Orlando, Florida to provide specialized programming, management, and operations consulting services to the owners, operators, planners, designers and builders of convention centers, conference centers and other assembly facilities. Conventional Wisdom's founders, David O'Neal and Richard Schmidt, have 40 years of combined experience in the management, operation, planning, design, and construction of public facilities throughout North America and Asia. Conventional Wisdom's broad perspective provides "common sense solutions for complex problems" related to the development of these large-scale, specialized projects.

The firm provides experience and knowledge gained from the analysis and development of dozens of assembly facilities, each with its unique set of circumstances and goals. The services provided through Conventional Wisdom are tailored to meet the needs and budget of the client. Some of the specific services offered are planning services, program and project management and facility evaluations.

Conventional Wisdom assists in identifying market potential and developing the right mix of facilities to meet that market demand. Planning activities may include market and feasibility studies, establishing and sizing the key functional elements and developing a phased master plan. Once that information is assembled, an architectural program can be developed that includes a list of spaces along with their approximate size, detailed physical and systems requirements, and diagrams establishing functional relationships among the major elements. Architectural conceptual sketches may be developed if a specific site has been identified for the proposed facility.

## COMMON SENSE SOLUTIONS FOR COMPLEX PROBLEMS

**T**he final stage of the planning process is determining the most advantageous method to complete the design and construction of the project. Conventional Wisdom has assisted in developing and administering unique project delivery methods; from developer competitions to design/construction management with a guaranteed maximum price. Services include consultant selection and contract negotiation, developing project scope, budgets and schedule, and managing the contracts for design and construction as an owner's representative. Conventional Wisdom reviews proposed designs for operational impact, constructability, appropriate use of materials, and compliance with program and budgets. Conventional Wisdom's staff also can assist with identifying and procuring the furnishings, fixtures and equipment necessary to operate the facility.

By evaluating on-going operations, Conventional Wisdom can help identify and resolve operational problems, assist with capital improvement planning and budgeting, and advise on the impacts of the Americans with Disabilities Act. Because of the building operations experience of its principals, Conventional Wisdom is qualified to review and advise on management policies, organizational structure, vendor contracts and other related business matters.

## RELATED PROJECT EXPERIENCE

	Feasibility Study	Master Planning	Concept Plan	Programming	Consultant Selection	Design Review	Program Management	Operational Review
Austin (TX) Convention Center Expansion	C	P	P	P	P	P		
Boston Convention & Exhibition Center	P, S	P, S	P, S	P, S		C		
Buenos Aires Expo Center	P	P						
Cancun Covention Center, Mexico	C	C	C					C
Centro JVC, Guadalajara, Mexico		C	C	C		C		
Cleveland Convention Center Expansion	C	C						
Connecticut Convention Center, Hartford						P		P
Coralville (IA) Convention Center	C	C	C					
Dallas Convention Center, Phase 5 Expansion		C	C	C		C		C
David L. Lawrence Convention Center Expansion, Pittsburgh	P	P	P	P	P			
Detroit Metro Facilities Study	C							
Honolulu (HI) Convention Center						S		
Jackson (MS) Convention Center	C	C	C					
Korea World Trade Center, Seoul, Korea				C		C		
McCormick Place, Chicago, Illinois						S		S
Miami Beach (FL) Art Deco District Conference Center						S		
Massachusetts Regional Facilities Study	C	C	C	C				
Midwest Express Center, Milwaukee, Wisconsin					S	S	S	
Mississippi Coast Coliseum/Convention Center, Biloxi		S	S			S		
Ocean Center Expansion, Daytona Beach	C	C						
Orange County (FL) Convention Center Phases II, 2A, III and IV, Orlando, Florida	S	S	S	S	S	S	S	S
Osceola County Convention Center, Kissimmee, Florida				P	P	P	P	P
Overland Park (KS) Convention Center	P	P	P	P	P	P	P	P
Palm Beach (FL) Convention Center	S	S	S			C		C
Palmetto Expo Center, Greenville, South Carolina	C	C	C					
Phoenix Civic Plaza Expansion	P	P						
Puerto Rico Convention Center, San Juan	P	P	P	P	P			
Queen Sirikit National Convention Center, Bangkok	S	S	S	S				S
San Diego Convention Center Expansion	S	S	S	S	S	S	S	
SouthTowne Exposition Center, Sandy, Utah		C	C	C	C	C		
Tacoma (WA) Convention Center		P		P		P		P
Telus Convention Center Expansion, Calgary, Alberta	C	C	C			C		
Vancouver (BC) Trade & Convention Centre Expansion	P			P	P	P		P
World Expo Center, Osceola County, Florida	C	C	C	C		C		C

P=Prime

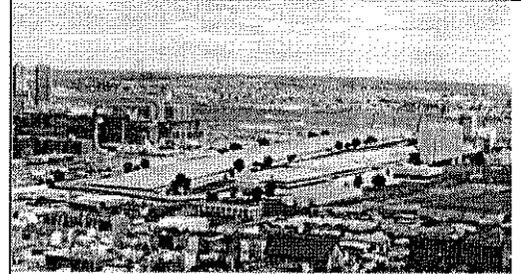
C=Consultant

S=Staff Experience

## PROJECTS

### BOSTON CONVENTION & EXHIBITION CENTER

Conventional Wisdom's executives together with Johnson Consulting led a consulting team comprised of 20 firms charged with performing a multi-disciplined development plan for a new convention and exhibition center for the Commonwealth of Massachusetts and the City of Boston. The two-phased report discussed market, economic, site, facility, community, financing, construction and operating issues and was used as the basis for legislative action. The 1.8 million square foot center includes 600,000 square feet of exhibition space, a 60,000 square foot ballroom, 175,000 square feet of additional meeting space and parking for 2,000 cars. The site can accommodate future expansion to one million square feet of exhibition space plus an appropriate amount of meeting and support space.



STATUS: Design  
OPEN: June 2003  
COST: \$695,000,000  
CONTACT: Homer Russell  
Boston Redevelopment Authority  
One City Hall Square  
Boston, MA 02201

617.722.4300

### PUERTO RICO CONVENTION CENTER

Conventional Wisdom and Johnson Consulting are leading a diversified consulting team creating the development program for a new Puerto Rico convention center district in San Juan that is the focal point of the Governor's initiative to develop sustainable tourism to diversify the island's economy. The work included site selection and analysis, market demand, facility program and conceptual layouts. Coordination was required with the Highway Authority, Port Authority, Tren Urbano (mass transit system) and other agencies as part of major government investment in rebuilding the island's infrastructure.

The 100 acres district is adjacent to the Isleta de San Juan. The first phase of this project consists of the convention center, an 800-room headquarter hotel, an 280,000 square foot World Trade Center, and 250,000 square feet of commercial retail space, office and residential space.

The convention center includes a 150,000 square foot exhibition hall, a 40,000 square foot ballroom, 40,000 square feet of meeting space along with a requisite amount of service and support space. The current master plan allows for up to 450,000 square feet of exhibition space with a proportional amount of meeting, banquet and support space. The firms continue to support the Puerto Rico Tourism Company during the designer and construction processes.



STATUS: Construction  
OPEN: 2004  
COST: \$180,000,000  
CONTACT: Jorge Pesquera, Executive Director  
Puerto Rico Tourism Company  
2 Paseo de la Princesa  
San Juan, PR 00902

787.721.2400

Conventional  
Wisdom

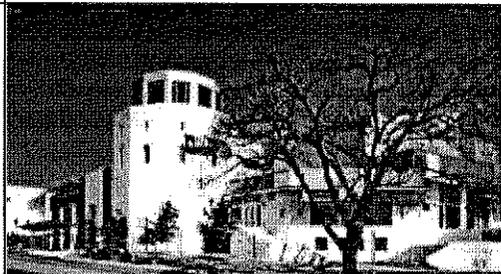
## PROJECTS

### AUSTIN CONVENTION CENTER

This city-operated convention center is located in the Texas capital, home of the University of Texas and technology firms such as Compaq and Dell. With 125,000 square feet of exhibition space, it is highly regarded for its well-integrated technological capability and a high level of service.

Conventional Wisdom assisted in the feasibility study and prepared the expansion program and concept plan. The firm continues as an advisor to the City in architect selection and evaluating the design for program compliance, technical systems and operational efficiency.

The site has been acquired for the planned expansion that includes 125,000 square feet of exhibition space, a 40,000 square foot ballroom, and additional meeting and support space. A master plan anticipates phased future expansion to 450,000 square feet of exhibition space with an appropriate amount of meeting, banquet and support space.



STATUS: Design  
OPEN: 2002  
COST: \$ 85,000,000  
CONTACT: Robert Hodge, Executive Director  
Austin Convention Center  
500 E. Cesar Chabaz Street  
Austin, TX 78701

512.404.4040

### WISCONSIN CENTER

The Midwest Express Center is intended to secure Milwaukee's place in the very competitive mid-western convention market. The new facility is being developed in two phases. When the first phase was completed, the operations from the early 70's-era building were immediately relocated to the new facility. The original MECCA was then demolished and served as the site for the second phase. When complete, 200,000 square feet of new exhibition space will be provided in the facility. Mr. O'Neal served on the owner's consultant team as manager of pre-construction phase activities including design/builder selection, site acquisition and design reviews.



STATUS: Complete  
OPEN: Phase I-July 1998  
Phase II-December 1999  
COST: \$167,000,000  
CONTACT: Richard Geyer, President  
Wisconsin Center District  
400 West Kilbourn Avenue  
Milwaukee, WI 53203

414.908.6000

Conventional  
Wisdom

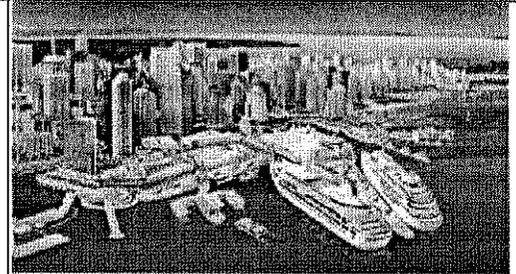
## PROJECTS

### VANCOUVER CONVENTION & EXHIBITION CENTER

This successful facility was redeveloped in the late 1980's as part of a world exposition site. Conventional Wisdom prepared an architectural program for expansion and is assisting with developer selection under a public-private partnership arrangement that will include a hotel and other retail and commercial space. One unique aspect of this selection is that three different sites were considered as part of the selection competition.

Conventional Wisdom provided design and operational reviews on each of the three competitors' work to ensure the Owner's satisfaction with any of the finalists. The total facility will include 250,000 square feet of exhibition and 88,000 square feet of ballroom and meeting rooms.

Conventional Wisdom continues to provide design review, marketing and operational assistance to BC Pavilion Corp.



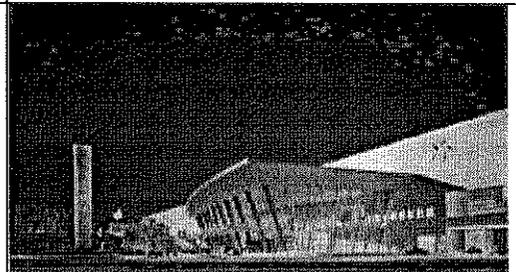
STATUS: Design  
OPEN: On Hold  
COST: \$200,000,000  
CONTACT: Barbara Maple/General Manager  
BC Pavilion Corporation  
375 Water Street, Suite 600  
Vancouver, BC, V6B 5C6

604.482.2230

### DALLAS CONVENTION CENTER

Started in 1954, the Dallas Convention Center has been expanded several times over its history. The new facilities have been incremental in nature, resulting in a complex that lacks a unified image and the public and service circulation necessary to meet the flexibility requirements of the current convention market.

Conventional Wisdom serves as operations and technical consultant to the architects and engineers, Skidmore, Owings and Merrill with HKS/Dallas. Services include assisting with a new master plan with phased long-range expansion, re-imaging the separate elements into a "seamless facility," and programming the current expansion. CW will provide design, technical and operational reviews throughout the project.



STATUS: Construction  
OPEN: 2001  
COST: \$125,000,000  
CONTACT: Larry Oltmanns, Partner  
Skidmore, Owings & Merrill  
224 S. Michigan Avenue, Suite 1000  
Chicago, IL 60604

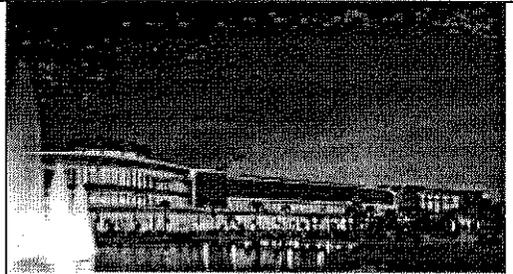
312.360.4548

Conventional  
Wisdom

## PROJECTS

### ORANGE COUNTY CONVENTION CENTER

The principals of Conventional Wisdom first worked together in 1990 on the \$415 million Phase III and IV Expansion Program of the Orange County Convention Center in Orlando, Florida. As the facility's Executive Director and General Consultant, they were responsible for master planning the complex, establishing the facility program, budget and schedule, selecting the design and construction management teams, and managing the design and delivery process. With the completion of the expansion and renovation of the original building in December 1997, the Orange County Convention Center now has 1,051,000 square feet of contiguous exhibition space (the nation's largest), 235,000 square feet of meeting space, a 2,650-seat auditorium and a 62,000 square foot ballroom.



STATUS: Complete  
OPEN: 1996  
COST: \$415,000,000  
CONTACT: Tom Ackert, Executive Director  
Orange County Convention Center  
9800 International Drive  
Orlando, FL 32819

407.685.9800

### SAN DIEGO CONVENTION CENTER

This multi-level facility in downtown San Diego has 254,000 square feet of exhibition space, 100,000 square feet of meeting and banquet space and a 100,000 square foot special events space located under a fabric structure. The expansion program roughly doubled the size of this highly desirable waterfront building.

Conventional Wisdom's executives worked with the Convention Center, the City and the Port Authority to establish the project scope, budget and schedule and to select a design/builder to deliver the project. Leading a team with a local architect, engineers, planners and an environmental specialist, a facility program, schematic design and draft environmental impact statement were prepared. At the same time, the design/builder selection was conducted in order to meet an aggressive milestone schedule tied to the City's hosting the 1996 Republican National Convention and the 1998 Super Bowl.



STATUS: Construction  
OPEN: 2001  
COST: \$210,000,000  
CONTACT: Carol Wallace, President  
San Diego Convention Center  
111 West Harbor Drive  
San Diego, CA 92101

619.525.2000

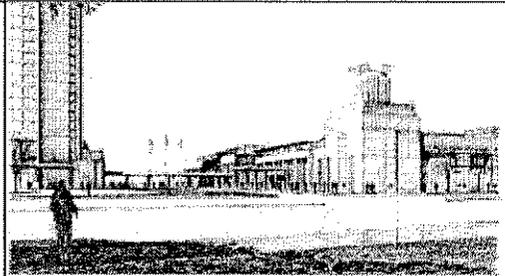
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Wisdom

## PROJECTS

### OVERLAND PARK CONVENTION CENTER

Conventional Wisdom Corp. has assisted the City throughout all phases of the project, including market and feasibility studies; facility programming; selection of developer, architect, construction manager and operator; master planning; design and operational reviews; and acquisition of fixtures, furniture and equipment. The initial phase calls for a 60,000 square foot exhibition hall with 40,000 square feet of meeting and banquet space and is master planned to triple in size.

The City purchased a site adjacent to the new Sprint World Headquarters campus has been successful in attracting a developer for a 400-room headquarters hotel using a 63-20 financing approach.



STATUS: Construction  
OPEN: 2002  
COST: \$59,000,000  
CONTACT: Bob Lowry, Public Works Director  
City of Overland Park  
8500 Santa Fe Drive  
Overland Park, KS 66219  
913.895.6219

### PALM BEACH CONVENTION CENTER

Conventional Wisdom Corp was assigned by the County to the design team of Schwab Twitty & Hanser with Thompson Ventulett Stainback & Associates to provide operator input to the design process. CWC participated in early phases of the project including preparation of the market and feasibility study, master plan and preliminary architectural program. The first phase of the project includes 100,000 square feet of exhibition space 15,000 square feet of meeting rooms and a 25,000 square foot ballroom.



STATUS: Design Development  
OPEN: 2002  
COST: \$65,000,000  
CONTACT: William A. Hanser, AIA  
Schwab Twitty & Hanser  
515 N. Flagler Drive, Suite 1400  
West Palm Beach, FL 33401  
561.832.5599

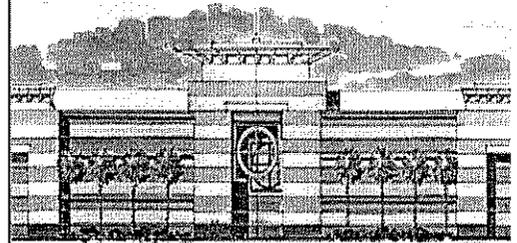
Conventional  
Wisdom

## PROJECTS

### WORLD EXPO CENTER

Conventional Wisdom Corp. is assisting the developer with phasing, marketing and operations throughout the design of this privately developed and operated exposition facility. The initial phase of this project calls for an 850,000 square foot exhibition hall with a nominal block of meeting rooms. The site is master planned for up to 2 million square feet of contiguous exhibition space with the ability to add another 1 million square feet on an upper level.

The total development is approved for two hotels with up to 5,000 rooms, two golf courses, over a million square feet of retail/commercial space and parking for 18,000 cars.



STATUS: Preliminary  
OPEN: 2002  
COST: Confidential  
CONTACT: Rob Miller, President/CEO  
Main Street Investments  
Development Corp.  
100 Emmitt, Suite 202  
Kissimmee, FL 34741

407.343.4555

### OSCEOLA COUNTY CONVENTION CENTER

Osceola County has selected a turnkey developer to deliver a convention center as part of the much larger World Expo Center project. Conventional Wisdom Corp. assisted the County in programming the convention center as part of the overall facilities. A design charrette was held to identify and idealize the relationships between the County facility, a 2,000-room hotel and the Expo Center, resulting in a 75,000 square foot multipurpose ballroom. CWC continues advising the County regarding marketing, financing methods and operational considerations as the project proceeds.



STATUS: Preliminary  
OPEN: 2002  
COST: \$35,000,000  
CONTACT: Jo O. Thacker, County Attorney  
Osceola County  
One Courthouse Square  
Suite 4200  
Kissimmee, FL 34741

407.343.2330

Conventional  
Wisdom

## PROJECTS

### **SOUTHTOWN EXPOSITION CENTER**

Conventional Wisdom Corp acted as technical consultant to Salt Lake County's program manager in the selection of a Design/Build contractor. This new suburban facility, with a 243,000 square foot exhibition hall and limited meeting and banquet space, is initially intended to handle convention business being displaced by the 2002 Winter Olympics. In the future, the Expo Center will accommodate consumer shows and work in concert with the convention-oriented Salt Palace.

Conventional Wisdom assisted with developing the facility program, evaluating the design/build submittals and reviewing the final design for operational impacts and compliance with the development agreement.

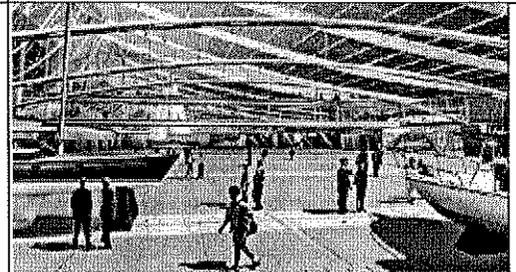


STATUS: Construction  
OPEN: 2002  
COST: \$48,000,000  
CONTACT: Josh Crawford  
9400 South 700 East  
Sandy, UT 84070

801.565.1122

### **DAVID L. LAWRENCE CONVENTION CENTER**

To modernize and expand its convention center on a highly congested urban riverfront site, the City of Pittsburgh hosted an international design competition. Conventional Wisdom Corp developed the facility program used as the basis for the competition, then continued working with the City and its competition consultants to review the qualifications and evaluate the design submissions for program compliance and operational impacts.



STATUS: Design Development  
OPEN: 2003  
COST: \$210,000,000  
CONTACT: James M. Kiesel, General Manager  
1001 Penn Avenue  
Pittsburgh, PA 15222

412.565.6000

Conventional  
Wisdom

## PROJECTS

### PALMETTO EXPO CENTER

This privately owned and operated facility was built for the American Textile Machinery Exhibit International. The exhibition hall has been expanded several times over the past thirty years to include 384,000 square feet of Class B exhibition space. The James H. Woodside Conference Center was opened in 1993 to provide a flexible meeting component to the complex.

Conventional Wisdom supported CH Johnson Consulting in preparing a feasibility study, space program and concept plan for adapting this trade show hall to accommodate conventions and association meetings. Preliminary indications show the need for modern meeting and banquet space as well as modernization and/or replacement of exhibition space. Preparation of a multi-phase master plan was completed in December 1998.



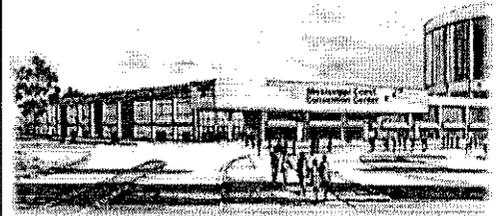
STATUS: Pre-Design  
OPEN: 2004  
COST: To Be Determined  
CONTACT: Butler Mullins, President  
Palmetto Expo Center  
Exposition Avenue  
Greenville, SC 29606

801.565.1122

### MISSISSIPPI COAST CONVENTION CENTER

Conventional Wisdom's tasks included leading a multi-phased master planning effort and providing design and constructability reviews for this expansion project. The complex consists of a 10,000-seat coliseum with an adjoining 70,000 square feet of flexible meeting and exhibit space. The introduction of casino gambling has dramatically increased the hotel supply and air service to the Gulf Coast and the facility is being repositioned to attract more convention and association events.

Conventional Wisdom continues to assist Mr. Holmes in planning efforts for site acquisitions and future expansion.



STATUS: Complete  
OPEN: November 1997  
COST: \$12,000,000  
CONTACT: Bill Holmes, Executive Director  
Mississippi Coast  
Coliseum/Convention Center  
2350 Beach Boulevard  
Biloxi, MS 39535

228.388.8010

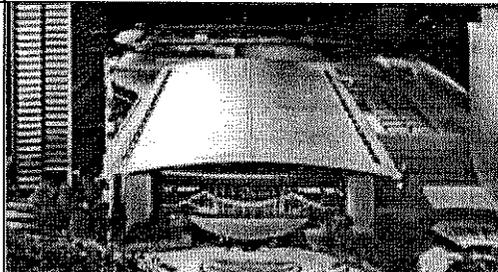
Conventional  
Wisdom

**PROJECTS**

**KOREA WORLD TRADE CENTER**

The existing Korea International Trade Association headquarters is part of a mixed-use development located near the former Olympic Stadium in a suburb of Seoul. The project is to convert the existing trade mart for convention and assembly uses, expanding the exhibition and plenary halls and adding divisible meeting rooms to host the ASEM event in 2000. Additional facilities will include a 1.0 million square foot office tower and 400-room hotel.

Conventional Wisdom served as operations and technical consultant to the architect/engineer, Skidmore, Owings and Merrill. Services included formal plan for convention center features and operating efficiency reviews with the architects and the Owner, and design workshops with systems engineers for electrical service, lighting, audiovisual and telecommunications.



STATUS: Construction  
OPEN: June 2000  
COST: Confidential  
CONTACT: Larry Oltmanns, Partner  
Skidmore, Owings & Merrill  
224 S. Michigan Avenue, Suite 1000  
Chicago, IL 60604  
  
312.554.9090

August 1, 2001

TO: Honorable Mayor and City Council

FROM: John Szerlag, City Manager   
Doug Smith, Real Estate and Development Director 

SUBJECT: Development and Feasibility Studies for the Conference Facility,  
Entertainment Venue and Associated Hotel and Office Development on  
the Civic Center Site

While Management agrees with the recommendation by the Troy Chamber of Commerce to utilize Conventional Wisdom and C.H. Johnson because of the recently completed study, Council should be aware that over the past month a number of interested parties have expressed their interest in doing such a feasibility study. The firms include:

1. Conventional Wisdom (along with C.H. Johnson Consulting Inc. from Wintergarden, Florida)
2. Hospitality Advisors Consulting Group headquartered in Ann Arbor, Michigan
3. World Wide Justifications Feasibility Consultants Inc. (W.J.F.C.I.) from Dunedin, Florida
4. Thompson, Ventulett, Stainback & Associates, Inc. from Atlanta, Georgia
5. ARTEC from New York City

Attached is a brief background, and in some cases a proposal from each of these companies.

If Council would desire to do a request for proposal or request for qualification, management would put together the RFQ/RFP and then open it to this short list or an open competitive bid based on Council's preference. To have a final report using this process could take four to six months, while Conventional Wisdom could result in a report in 45-60 days.

The intent in either case using Conventional Wisdom or an open RFP process should have the same focus and result. That is to conduct an economic feasibility of the four components, conference center, entertainment venue, hotel and office. In addition, based on the expertise and experience of the consultant, there should be a market viability determination, which identifies the appropriate size of the conference center and performing art center in this market place.

DS/pg



June 28, 2001

Mr. Douglas Smith  
Director of Real Estate Development  
City of Troy  
500 W. Big Beaver Road  
Troy, MI 48084

Dear Mr. Smith:

Conventional Wisdom Corp (CW), along with C.H. Johnson Consulting Inc. (Johnson Consulting), is pleased to submit this proposal to assist the City of Troy (City) in its plan to study the development of a convention/conference facility and multi-purpose entertainment venue.

### **SCOPE OF SERVICES**

This scope of services describes our approach and methodology for each phase of work. As we meet with City officials and staff, the approach and methodology will be refined to precisely meet your needs and schedule.

### **OUR APPROACH**

Our goal is to provide the City with the relevant information needed to determine the best course of action, and to have physical and financial plans that the City can advance. We commit to an open dialogue and flexibility in developing a scope of services that results in maximizing staff input and provides sufficient information to assist you in making the decisions, at a cost consistent with your budget. Conventional Wisdom developed this approach to the scope of work based on our current understanding of the assignment. We are prepared to modify this scope to address any potential changes in, or additions to, the scope that the City may require. The Consulting Team is aware that the City has carried out extensive analyses and planning, and has developed a site plan for the Town Center. It is our intention to work with your current consultants, add our knowledge and experience to theirs, and produce a refined concept.

We proposed to perform our work in two phases:

- **Phase I** - A market and economic analysis that results in market-driven facilities recommendations. This includes analysis of all the contemplated land uses, including the conference center and entertainment venue. At the end of Phase I, the Consulting Team will issue a preliminary memo of findings, to be reviewed and approved by client representatives.

- **Phase II** – Based on the findings of Phase I, the Consulting Team will develop the physical and financial plans for the development. This will include recommendations for: 1) a site plan, 2) operating plans, 3) operating and capital costs, 4) project delivery methods, and 5) an approach to financing. Special attention will be given to calculating the traffic and parking demand generated by the facilities, the impact of these demands on the Town Center area and surrounding streets, roads and highways, and the development of traffic mitigation measures.

This scope of work would prepare the City for a third phase, of project implementation, which is not included in this scope of work. Project implementation involves obtaining governmental approvals, developer solicitation and negotiations, financing, design, and construction of the project.

## **PHASE I**

### **A. Mobilization**

Upon selection and receipt of authorization to proceed, team members will meet with client representatives to perform the following tasks:

- Develop direct lines of communication between the Consulting Team and the City
- Gather and analyze background information related to the proposed development
- Confirm goals and objectives of the study
- Review available data related to the project
- Identify appropriate contacts and resources necessary to ensure complete assessment of issues and specific data
- Obtain information and data from client representatives and appropriate governmental agencies
- The Consulting Team will be in the market working with the City, CVB, and area hotels, compiling and analyzing data from these entities, among others.

### **B. Economic and Demographic Analysis**

The Consulting Team will evaluate Troy's and greater Troy's position in the national and regional meetings market as well as the entertainment facilities markets. This analysis will provide a realistic assessment of the City's strengths, weaknesses, opportunities, and challenges. Among the data gathered and analyzed will be:

- Population and demographic trends
- Income and employment trends, including any major employers expected to enter or leave the market

June 28, 2001

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- Transportation and access
- Analysis of the commercial, office, and industrial development in the greater Troy area that may affect the performance of the proposed facilities
- Comparison of these economic and demographic factors with other communities that currently support conference and entertainment facilities.

## C. Market Analysis

The Consulting Team will separately analyze the market in Troy for each of the proposed land uses. The following research tasks will be performed:

- An analysis of market trends, reflecting new or planned facilities and expansions. We will review statistics for each market segment, including conventions, conferences, consumer shows, and local events; and entertainment events.
- We will assemble information on existing and planned regional facilities that may compete with the proposed Troy facilities, including convention/conference centers and theaters. This data will include: a description of the facilities; the square footage areas of function space, seating, etc.; number of annual events by type; annual attendance; and other measures of facility performance. This analysis will reflect information on new or planned facilities and expansions.
- We will also compile statistical data on the size, quality, and performance of facilities in comparable markets outside the Detroit region. We will work with client representatives to select a set of comparable markets. Having worked in many of these suburban markets, such as Boston, Kansas City, Atlanta, Milwaukee, and Oklahoma City, our team is already well informed about these markets and the performance of comparable facilities. The comparable facility information will be used to estimate demand for new facilities in Troy.
- The Consulting Team will analyze primary and secondary sources of information such as Convention and Visitor Bureau research files, Meeting and Convention Magazine, Tradeshow Week, Center for Exhibition Industry Research data, Amusement Business, and other publications and sources. We will also use the firm's extensive comparable facility experience to determine and document industry trends, such as growth, selection criteria, technology, and overall industry health that will affect this project.
- Interviews with hotel general managers, representatives of the CVB and Chamber of Commerce, and other parties involved in the proposed development will be conducted.
- Most importantly, the Consulting Team will interpret its prior experience in similar markets. This experience provides us with a solid understanding of important trends for facilities in this market size and provides a basis for developing a long-term vision for the project.

- This market analysis will not be of the "pre-packaged" variety offered in some consultants' reports. Rather, the market analysis will be geared specifically to issues relevant to Troy, and the implications for Troy will be clearly explained. For example, the analysis will be highly sensitive to traffic and parking issues that are of concern to the City.

## **D. Survey and Interviews**

The Consulting Team will survey and interview local business and governmental leaders and potential facility users.

- *Survey of local hotels, hospitality businesses, and associations:* We will conduct interviews with CVB staff, hotel managers, business leaders, government officials, local arts councils, and representatives of various development agencies to identify the requirements of and expectations for the proposed facilities. We will conduct interviews with management/ownership of each major hotel that attracts considerable meeting and corporate demand.
- *Survey of potential users:* The Consulting Team uses a written survey confirmed with telephone follow up that elicits unbiased responses from a representative sample of survey candidates. Follow-up telephone interviews and interviews with selected event promoters and meeting planners will allow certain respondents to express their views in detail and test conclusions as they are developed in the consulting process. The Consulting Team will work with City staff to select a representative sample of participants and to develop the most appropriate survey instrument.

## **E. Facility Recommendations and Demand Projections**

Based upon our market analysis, the Consulting Team will quantify future market potential for the proposed facilities. Long-range demand projections will include the number of events, event days, and attendees, as well as the amount of space used in each facility.

The above demand estimates will result from two distinct analytic methods. A 'bottom-up' approach will identify specific events that may use the facility. A 'top-down' approach will reflect analysis of comparable facility demand, relative levels of supply and demand in the overall market, and the anticipated future market share. We will develop a preliminary facilities recommendation, based on the findings of the market analysis. If appropriate for the area, the conference facility recommendation will define the amount of exhibition space and meeting space, and describe the general character of a new facility.

With respect to entertainment facilities, we will consider whether these facilities are appropriate for Troy and if so, determine their size and character. Our facilities recommendations will describe our recommendations in detail and provide a market-based rationale for their development.

## PHASE II – PROJECT PLANNING

### A. Site Plan

The Consulting Team will develop a recommended site plan. Johnson Consulting will provide market strategy input and Conventional Wisdom will provide facility program assumptions. The Consulting Team will then analyze alternative physical arrangements on the site that optimize physical adjacencies, such as hotels and parking, and minimize costs and traffic, noise, and other impacts. The site plans that have been employed in other projects that we have analyzed or worked on will be used for reference. At a minimum, the Consulting Team will perform the following tasks:

- Review information on file with City staff,
- Inspect and tour the site and adjacent land uses, traffic patterns, and connections to supporting infrastructure
- Identify specific sub-parcel development capacities
- Superimpose comparable conference and entertainment facilities associated parking footprints on the site
- Prepare site planning options that incorporate recommended uses
- Hold a workshop with the City and potential users to discuss options
- Develop a preliminary building program recommendation for the conference and entertainment facilities, depending on analysis developed in Phase I and the above Phase II work
- Describe project elements for each facility type:
  - Exhibit space
  - Meeting room requirements, design, and configuration
  - Ballroom/Banquet space
  - Kitchen and other support areas
  - Theater seating
  - Stage size
  - Dressing rooms and support areas
  - Traffic and parking requirements, alternative approaches and mitigation plans
  - Required improvements to the surrounding area and City amenities to ensure the facilities capture potential levels of demand
  - Hotel interface
  - Transportation linkages etc.

- Other factors, as appropriate.
- Illustrative drawings will be prepared to serve as a conceptual basis for preliminary design and site plan.

## B. Operating Plans

The Consulting Team will recommend operating policies and procedures to ensure proper balance between operating income and costs. We will recommend appropriate levels of service to encourage optimum revenues and market success.

The Consulting Team will recommend a preferred approach to operations based on the size and scope of the proposed facilities, financing considerations, operating efficiencies, the target market, and other local circumstances. Assumptions about the general structure of and approach to operations will be necessary to develop a financial model of operations.

## C. Operating Pro Forma

The demand profile, current cost structures, and data from comparable facilities will be used to model the operating revenues and costs of the new facility. The Consulting Team has modeled numerous similar conference and entertainment facilities and will draw on our experience with these facilities. Projections will extend over a 10-year period.

The Consulting Team will project operating revenues and expenses for a 10-year period based on clearly stated assumptions. Revenue and expense items are shown in the table below:

Elements of Pro Forma	
Revenue	Expenses
Space Rentals	Staffing and Benefits
Food and Beverage	Contracted Services
User Labor Charges	Security
Equipment Rental	Utilities
Parking	Insurance
Advertising and Sponsorships	Repairs and Maintenance
Naming Rights	Advertising and Promotion
Premium Seating	Reserves for Replacement
Ticket Surcharges	Supplies
Telecommunications	Management Fees
Other Revenue	Other Expenses

## D. Preliminary Cost Estimate

Conventional Wisdom will develop a conceptual cost estimate based on the recommended facility program. The estimates of hard construction costs will be based on the square footage costs of comparable facilities (with respect to size and quality), and adjusted for the Troy market based on a construction cost index. Project soft costs such as design, development, and other fees will be estimated using typical industry percentages of hard costs. The elements of the capital cost projections include the following:

Construction Costs	
Building/Structure	Furnishings, Fixtures, and Equipment
Parking Facilities	Miscellaneous Equipment
Landscaping	Soft Costs
Architectural and Engineering Fees	Contingencies and Others
Site Preparation and Piling	

## E. Project Delivery Methods

The City faces a myriad of choices with respect to the development, design, and construction of the proposed facilities. A combination of public and private development is likely to be necessary on the site. The Consulting Team will assist the City in determining the optimal approach to the development of the site. The following questions will be addressed:

- Which elements of the project should be designed and constructed by the City and which elements should be privately developed?
- What are the optimal contractual arrangements with the design and construction teams (e.g. design-build, construction manager at risk)?
- Is private investment in an entertainment facility possible and what form should that investment take?
- How should the construction of the project be phased?

These and other questions regarding project delivery will be important in developing an approach to financing.

## **F. Approach to Financing**

The Consulting Team will analyze the City's ability to financially support the proposed facilities and recommend an approach to financing the project. For example, in Overland Park (a suburb of Kansas City), the Consulting Team recently assisted the City in the negotiation of a tax-exempt financing for a convention center hotel and the City's financing of the convention center. Based on our experience there and in numerous other cities, the Consulting Team will consider various approaches to recommend financing strategies that best match the resources and capabilities of the City. Our analysis of financing options will include the following:

- Discussion of the financing capacity of the issuer, sources of security for bonds, the limitations of state and local laws, and the credit characteristics of the issuer.
- Examples of recent experience in developing financing plans for publicly developed convention centers and arenas, and theaters. Recent experience includes the financing of convention/conference centers facilities in Milwaukee, Austin, Boston, Puerto Rico, Overland Park, Jackson (MS), Coralville (IA), and Pittsburgh; arenas in Manchester, New Hampshire, Greenville, South Carolina, Bloomington, Illinois; theaters in Austin, Milwaukee, and Connecticut.
- Discussion will be held with appropriate members of the community to assess reasonable funding options available for the project.
- Sensitivity analyses will be performed to provide an assessment of coverage ratios and impacts on the underwriting in the event of major changes in assumptions.

## **G. Economic Impact Analysis**

The Consulting Team will test the case for business development by preparing an economic impact analysis for each facility. This analysis will summarize the incremental and total economic benefits expected to accrue to the local communities from facility operations during construction and from annual operations of the new facilities.

Our fiscal and economic impact analyses in Boston, Cincinnati, Charlotte, Chicago, and Milwaukee passed several rounds of legislative and academic review and in each case were used as part of the overall argument in the project justification and funding, as well as the public relations and political process.

Four types of impacts will be performed in the analysis:

## **Direct Impacts**

Johnson Consulting uses the International Association of Convention & Visitor Bureau's Convention Income Survey to estimate the daily spending of visitors. The analysis adjusts these figures to account for local market conditions. The Convention Income Survey reports different spending levels for in-town and out-of-town attendees, which enables estimates of direct spending based on assumptions regarding the percentage of attendees that come from out-of-town.

## **Indirect and Induced Impacts**

Johnson Consulting will estimate the indirect and induced impacts based on economic impact multiplier established by economic impact studies in other cities. The multipliers from comparable cities will provide a range on potential indirect and induced impacts. Johnson Consulting will also review and available economic impacts studies performed in Troy, which may provide indicators of the appropriate multiplier impacts.

## **Fiscal Impacts**

Fiscal impacts consist of state and local tax revenues that result from the net new spending and income related to facility events and tourism activities. This analysis estimates fiscal impacts for the governmental unit that levies the tax. The fiscal impacts represent the government's share of total economic benefit. Fiscal impacts provide a partial offset to the capital and operating expenditures required to support the development of tourist amenities.

## **Planned Meetings**

The meeting schedule is described below:

***Orientation and Kick-Off Meeting*** - Upon selection and receipt of authorization to proceed, Consulting Team members will meet with client representatives to perform initial fieldwork. We will be available for a variety of meetings and workshops during the first week of the study.

***Surveys, Interviews, and Follow up Fieldwork*** - Approximately two to four weeks into the engagement, Consulting Team members will conduct meeting planner interviews and additional research in Troy. At that point, we will also hold additional City, CVB, and hotel interviews.

***Draft Report and Workshop*** - A draft report that summarizes the analysis will be prepared and submitted to client representatives. A workshop with client representatives will be held to discuss the results, and to receive client feedback and suggested revisions. If desirable to the City, we will also be available for a public meeting.

June 28, 2001

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## Scope of Services

City of Troy

**Final Report** - The final report will incorporate the earlier draft reports with agreed-upon changes and supporting appendices. Thirty copies of all reports will be submitted.

**Oral Presentation** - An oral presentation of final findings will be made to the Troy City Council.

### PROJECT SCHEDULE

The Consulting Team proposes to complete the above scope of work in ten weeks from the date of the kick-off meeting.

### FEES AND CONTRACTUAL CONDITIONS

Conventional Wisdom proposes to complete the above scope of work for Seventy Thousand Dollars (\$70,000.00). Out-of-pocket expenses will be billed in addition to fees at 1.1 times cost. Such expenses will include reimbursement for direct out-of-pocket costs such as report reproduction, telephone and messenger service, and travel and lodging. Also included is a \$7 per hour charge for indirect costs such as telephone, fax, computer time, project administration, etc. We require a \$10,000 retainer along with a signed copy of this agreement as our authorization to proceed and will subsequently bill for services on a monthly basis.

Estimated fees are based on the previously detailed scope of work. If it appears that the project is not viable, CW will terminate its work and bill only for time and materials expended. Should it be determined that changes to the scope of work are necessary, CW's fees will be adjusted accordingly. Hourly rates for the team are as follows:

<b>Billing Rates</b>	
<b>Conventional Wisdom Corp</b>	
David P. O'Neal	\$225
Richard A. Schmidt, AIA	\$185
James F. Ward, AIA	\$150
Thomas G. Ennen	\$150
Support Staff	\$50
<b>Johnson Consulting</b>	
Charles Johnson	\$210
Matthew Summy	\$185
Consulting Staff	\$80-\$150
Support Staff	\$50

The following conditions are standard policy for CW and are customary for engagements of this type. Should you have any questions concerning any of these conditions, please feel free to contact us.

June 29, 2001

**Final Report** - The final report will incorporate the earlier draft reports with agreed-upon changes and supporting appendices. Thirty copies of all reports will be submitted.

**Oral Presentation** - An oral presentation of final findings will be made to the Troy City Council.

## PROJECT SCHEDULE

The Consulting Team proposes to complete the above scope of work in ten weeks from the date of the kick-off meeting.

## FEES AND CONTRACTUAL CONDITIONS

Conventional Wisdom proposes to complete the above scope of work for Eighty Thousand Dollars (\$80,000.00). Out-of-pocket expenses will be billed in addition to fees at 1.1 times cost. Such expenses will include reimbursement for direct out-of-pocket costs such as report reproduction, telephone and messenger service, and travel and lodging. Also included is a \$7 per hour charge for indirect costs such as telephone, fax, computer time, project administration, etc. We require a \$10,000 retainer along with a signed copy of this agreement as our authorization to proceed and will subsequently bill for services on a monthly basis.

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Matthew Summy	\$185
Consulting Staff	\$80-\$150
Support Staff	\$50

The following conditions are standard policy for CW and are customary for engagements of this type. Should you have any questions concerning any of these conditions, please feel free to contact us.

June 28, 2001

# Scope of Services

City of Troy

The findings and recommendations of our research will reflect analyses of primary and secondary sources of information. Estimates and analyses presented in our report will be based on economic trends, market assumptions, and financial data that are subject to variation. The Consulting Team will use sources that it deems reliable, but will not guarantee their accuracy. Recommendations will be made from information provided by the analyses, internal databases, and from information provided by management.

It is understood in accepting this proposal that neither fees nor payment thereof is contingent upon the findings of the study. Additionally, all outstanding invoices must be current prior to the release of any drafts and final reports.

The Consulting Team will have no responsibility to update its report for events and circumstances occurring after the date of its report. If you decide not to proceed with the project, or if it appears that the study will result in a finding that the project cannot achieve its required results, CW would, at your request, terminate its work and would only bill you for fees and expenses incurred to that point in time.

If directed by the City to attend meetings and make presentations beyond the scope of services, The Consulting Team will charge separately for its actual hours of professional time incurred in preparing for and attending the meetings. Professional time will be billed at the above listed standard hourly rates plus travel and incidental expenses.

Invoices outstanding after thirty days of receipt shall accrue at the interest rate of one percent per month until paid.

If you have any questions about our proposal, please contact me at 407-905-0002.

We look forward to the opportunity to serve you.

Sincerely,  
CONVENTIONAL WISDOM CORPORATION



David P. O'Neal  
PRESIDENT

## AUTHORITATION TO PROCEED

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

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

June 28, 2001



# HOSPITALITY ADVISORS CONSULTING GROUP

OFFICES IN DETROIT AND MINNEAPOLIS

Affiliated with Allen & Associates Appraisal Group Inc.

July 3, 2001

Mr. Douglas J. Smith  
Real Estate and Development Director  
City of Troy  
500 W. Big Beaver Road  
Troy, MI 48084

Dear Mr. Smith:

At the request of John Ferchill and John Weeman, I have enclosed a draft copy of the proposals to perform a market study and feasibility analysis for a proposed meeting and events facility and a proposed Hilton Garden Inn in Troy. Please review these proposals and respond to either Mr. Ferchill and/or Mr. Weeman with your questions and comments.

As you may notice, we did not include a fee quote in the proposal for the market study and feasibility analysis of the proposed meeting and events facility. This was intentionally omitted to allow all of the participants an opportunity to review and confer on the proposed scope of the work. When the scope of work is finalized, we will then be able to provide an accurate fee quote for these services.

We appreciate the opportunity of providing these proposals. Should you have any questions, please do not hesitate to contact myself or Ed Walsh at 734-741-8686.

Very truly yours,  
HOSPITALITY ADVISORS

Charles A. Skelton  
President



# HOSPITALITY ADVISORS CONSULTING GROUP

OFFICES IN DETROIT AND MINNEAPOLIS

Affiliated with Allen & Associates Appraisal Group Inc.

June 7, 2001

Mr. John J. Ferchill  
The Ferchill Group  
1468 West Ninth Street, Ste 135  
Western Reserve Building  
Cleveland, Ohio 44113

Dear John,

Pursuant to our recent conversation, we are pleased to present this proposal to conduct a market analysis and prepare a prospective financial analysis in order to determine the feasibility of a proposed Hilton Garden Inn Hotel in Troy, Michigan. This proposal is provided in addition to a proposal for a market and feasibility analysis of a proposed meeting and events facility to be located adjacent to and possibly connected to this hotel. In addition, we have included an appraisal component to our proposal. My partner, Mr. Larry Allen, MAI, would be included as part of our team in this particular task.

DRAFT

In this letter we briefly describe the purpose of our services, the approach to be taken in conducting the engagement, the final report, and the estimated time frame and fees.

## PURPOSE AND SCOPE

We understand that you and your private sector partners wish to explore the feasibility of developing a Hilton Garden Inn Hotel adjacent to a proposed meeting and events center in Troy, Michigan. Accordingly, you would like us to conduct a study to analyze the demand for a hotel of this type and current hotel supply in the general market area, estimate future trends in hotel demand, and provide projected occupancy and average rate for the proposed development. This analysis will be performed in conjunction with the analysis of utilization of the proposed meeting and events center, as described in an attached proposal. The purpose of the resulting report would be for internal decision making and to secure financing. To accomplish this purpose, the scope of our services will consist of the following:

## PROPOSED HILTON GARDEN INN -TROY, MICHIGAN

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- A survey of the site and surrounding area with regard to their suitability for this type of hotel.
- An analysis of the economic characteristics and market potential of the areas as it pertains to transient demand.
- The estimation of expected levels of utilization (occupancy) and average daily rate for the first six years of operation.
- The preparation of a prospective financial analysis for expected levels of utilization.

### **APPROACH AND METHODOLOGY**

To accomplish these objectives, the approach and methodology of our studies will include, but will not necessarily be limited to, the following. Through the course of our fieldwork and analysis, we will perform the following tasks:

#### **Phase I - Market Assessment**

- Inspect the site and the surrounding area, evaluate the site's accessibility, visibility, proximity to demand generators and physical characteristics which might affect the marketability of this type of hotel.
- Evaluate transportation patterns in the areas to determine their impact upon the marketability of the proposed development.
- Assemble, review and analyze economic and demographic data pertaining to Troy and surrounding areas to evaluate the present economic climate and to estimate future growth potential, particularly as it relates to lodging demand.
- Interview key representatives of area commerce and industry to identify and quantify specific sources of lodging and banquet demand.
- Develop a census of potentially competitive lodging facilities. This census will include, to the extent the data is available, the following factors:
  - .. Name and location
  - .. Number of rooms

## PROPOSED HILTON GARDEN INN -TROY, MICHIGAN

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- .. Room rates
- .. Market mix of guests
- .. Length of season
- .. A critical evaluation of the strengths and weaknesses of the competitive facilities relative to the proposed project
- Identify other proposed hotel developments, to the extent information is available, to assess their probability of completion and the degree to which they will compete with the proposed subject.
- Determine the current overall market demand for hotel rooms in the hotel's market area and the share of market demand that is generated by commercial travelers, tourists, group meetings, and any other identifiable sources of demand.
- Utilize information gathered during the analysis of the proposed adjacent meeting and events facility to provide a basis for this an ensuing phases.
- Pursuant to the completion of our field research, we will discuss our findings with you and your associates prior to commencing with Phase II of the engagement. The completion of the remaining phases will commence following these discussions.

### **Phase II - Utilization Forecasts**

- Identify growth rates for each market segment, based on the various factors studied in the market analysis, that will impact the future demand for transient rooms.
- Define the market penetration of each demand segment that existing competitive properties have achieved.
- Estimate levels of created or induced demand which may occur as a result of the development of a meeting and events facility adjacent to the proposed subject property.
- From our analysis of economic indices, market factors and proposed facilities, estimates of likely market penetration will be developed, from which six levels of utilization (occupancy) are estimated.

## PROPOSED HILTON GARDEN INN -TROY, MICHIGAN

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- Based upon the estimated utilization levels of the proposed hotel, estimates of annual market mix and double occupancy levels, average rates, stated in both current and future year dollars, will be prepared for six years of operation.

### **Phase III - Prospective Financial Analysis**

- Estimate the operating revenues and expenses for the six levels of utilization using inflated dollars. These estimates are carried to the level of cash flow from operations before fixed charges or funds available for debt service, income taxes and return on equity. Basis for the financial estimates and key assumptions underlying inflation estimates will be made explicit in the financial section of the final written report.

### **Phase IV - Written Report**

- Hospitality Advisors will provide a summary report of our findings and conclusions to the standards accepted by Hilton Hotels Corporation.

### **Appraisal**

Hospitality Advisors' appraisal affiliate, Hospitality Advisors Valuation Group, which is headed by a state certified general appraiser and Member of the Appraisal Institute (MAI), will be able to perform an appraisal on the proposed project for internal decision making and financing objectives. This appraisal would include the following:

- An estimate of the market value of the land on which the development is situated.
- A narrative appraisal report in accordance with FIRREA guidelines.
- An estimate of value by the income approach which will determine the income producing value of the property assuming market levels of debt and equity and adequate returns to the lender and equity investors(s).
- An estimate of value via the sales comparison approach which will analyze the sales of similar properties in the general market area to determine what the market is paying for similar projects.

## PROPOSED HILTON GARDEN INN -TROY, MICHIGAN

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- An estimate of value via the cost approach to determine whether the market justifies the construction of this and other similar projects.
- The appraisal will include up to four copies of the final report. Should you desire additional copies, they will be billed for at our current rate.

### **LIMITATIONS OF OUR ENGAGEMENT**

Our report will not ascertain the legal and regulatory requirements applicable to the proposed project, including zoning, other state and local government regulations, permits and licenses. No effort will be made to determine the possible effect on the proposed project of present or future federal, state or local legislation or any environmental or ecological matters. Our report will contain a statement to that effect.

The results of our analysis will be based on estimates, assumptions and other information, developed from research of the market, knowledge of the industry and other factors, including certain information that you may provide. The sources of information and bases of significant estimates and assumptions will be stated in our report. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our prospective financial analysis may vary from those described in our report, and the variations may be material. Our report will contain a statement to that effect. Further, we will not be responsible for future marketing efforts and other management actions upon which actual results will depend, and we will so state in our report.

Our report and the prospective financial analysis included therein will be intended solely for purposes defined above. Our report will contain a statement to that effect. Neither our report nor its contents, nor any reference to our firm, may be included or quoted in any offering circular or registration statement, prospectus, sales brochure, loan, appraisal or other agreement or document without our prior written consent.

PROPOSED HILTON GARDEN INN -TROY, MICHIGAN

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Billing will be on a bi-weekly basis. The invoices are payable upon receipt. In accordance with our Firm's policy, **a retainer for the feasibility study in the amount of \$4,000**, which will be applied to our final billing, is payable upon acceptance of this proposal. The project will be scheduled only upon the receipt of this retainer. All invoices must be paid prior to release of the final report. Our engagement will proceed in a phased manner, with updates regarding our findings made regularly. If the decision is made to discontinue our services after any phase, our fee will be based upon the time expended and out-of-pocket costs incurred to that date.

**ACCEPTANCE PROCEDURES**

We appreciate the opportunity to present this proposal to you. Please contact us if there are any questions regarding its contents.

To indicate your acceptance of this proposal, please sign the enclosed copy and return it to Chuck Skelton, along with the retainer, as authorization for us to schedule this assignment and advise you of our starting date.

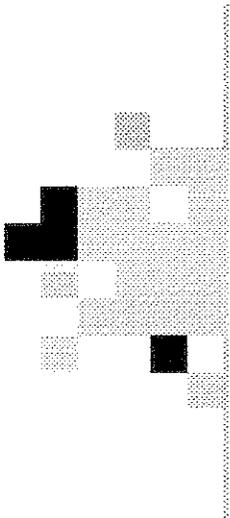
Very truly yours,  
**HOSPITALITY ADVISORS**

Charles A. Skelton  
President

**ACKNOWLEDGMENT:**

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

Date: \_\_\_\_\_



# W.J.F.C.I.

July 9, 2001

Mr. Douglas Smith  
City of Troy  
500 W. Big Beaver Road  
Troy, MI 48084

Re: Feasibility RFQ, future Hospitality, Conference, Office and Retail Complex

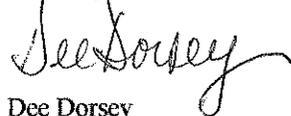
Dear Mr. Smith:

During recent conversations with William J. Fry regarding future development in the Troy area, we are sending you our corporate brochure.

Our firm would ask that we be considered for the commission of the study.

Thanking you in advance for your consideration.

Sincerely,



Dee Dorsey  
Administrative Assistant

Worldwide Justifications Feasibility Consultants, Inc.  
P. O. Box 258  
Dunedin, Florida 34697-0258  
727-725-3063 Fax 727-725-4089  
Dsai@gte.net

# ***W. J. F. C. I.***

**A Feasibility Company**



**Worldwide Justification Feasibility Consultants, Inc.**

**P. O. BOX 258**

**Dunedin, FL 34697-0258**

**(727) 725-2913**

# *Types of Studies*

- 
- Motor Hotels
  - Hotels
  - Destination Resorts
  - Housing Developments
  - Offices
  - Golf Courses
  - Civic Centers
  - Convention and Exhibition Halls
  - Equestrian Facilities
  - Restaurants
  - Retail Centers
  - Parking Garages

# *Scope of Studies*



- Determination of the market Demand.
- Recommendations for size and facilities.
- Determination of the financial feasibility.
- In addition, W. J. F. C. I. will research multiple site locations upon request.

# *Methodology of Studies*

- 
- The accessibility, visibility and topography of the site is examined to determine its suitability for the proposed project.
  - The economic and demographic factors of the area of the proposed project are investigated to determine the economic environment within which it will operate.
  - An analysis is conducted of the competitive properties presently existing in the area of the proposed project.
  - Income and expense projections are prepared, as well as an estimate of a reasonable maximum investment.

# *Length of Time*

- 
- Studies are usually completed within 90 to 120 days.
  - The time spent directly related to:
    - the size of the area being researched.
    - the type of study being researched.
    - the amenities in the project.

# *History of W. J. F. C. I.*



WILLIAM J. FRY CONSULTANTS, INC. was founded by William J. Fry and incorporated in the State of Ohio in 1960. William J. Fry served the company until 1980 when it became necessary for him to resign and become the director and officer of a development firm. The firm that Mr. Fry became part of continued to use William J. Fry Consultants, Inc. to do its studies. Mr. Fry wanted no possible conflict of interest thus, the corporate domicile was moved to the state of Delaware and was incorporated there on January 17, 1986. In 1988, the company began to use the initials W. J. F. C. I. In 1995, the corporation changed the name to Worldwide Justification Feasibility Consultants, Inc. to coincide with the initials and reflect the nature of the services that the corporation performs.

W. J. F. C. I. and predecessors have served major corporations and groups, civic and private, through the years in research and development. Though the services have been varied, the company has lent itself more to the hotel, motor inn and restaurant fields. Listed on the following pages are a number of such corporations and groups.

# *Studies Performed*



- **Ebach Realty & Development**
- **Calhoun and Etowah Chamber of Commerce**
- **Anderson County, S C**
- **Muskogee, Oklahoma Chamber of Commerce**
- **Columbia, Tennessee Seven Plus Developments**
- **Florence, Alabama Alabama Waterfront, LLC**
- **Cardinal Development Corp**
- **Decatur-Macon Economic Development Foundation**
- **Saginaw Future, Inc**
- **Saginaw Valley State University**
- **Dublin-Laurens County Development Authority**
- **Punta Gorda, Florida**
- **Albuquerque Mesa Development, Inc.**
- **Cumberland, Maryland**
- **Clearwater, Florida**
- **Happy Islands Motor Hotel, Clearwater Florida**
- **Sheraton, Several Locations**
- **Warren, Ohio**
- **E. C. O. Aurora, Colorado**
- **Brown Derby Restaurants**



- **Albuquerque High Resort**
- **Mercury Industries**
- **Gold Star Ventures, Inc.**
- **Lawton Sheraton Hotel Venture, LTD**
- **Arizona Investment 5 Partnership**
- **Empire Development Corporation of Virginia**
- **Richland Chambers Lake Investment Co., Inc.**
- **Downtown Development Corporation  
Authority of Shreveport, LA**
- **HI-70 Recreation, Inc.**
- **Industrial Development Association  
of Waterloo, IA**
- **Public Park and Recreation  
Board of the City of Decatur, AL**
- **Best Dollar Value**
- **Etowah Expansion Association, Inc.**
- **Master Host**
- **Victoria Development Incorporated**
- **Cantor Inns, Inc.**
- **Diversified Developments Inc - Hilton Hotels**
- **Dutch Pantry**
- **Standard Oil of Ohio**
- **Coco's**
- **Double Tree Inns**



- **Marwood Incorporated**
- **Travelodge**
- **Red Carpet Inns**
- **Ramada Inns**
- **Holiday Inns**
- **Congress International**
- **Quality Courts**
- **Suites International**
- **Warren Equity Corporation**
- **Churchill Development Corp**
- **Norwalk Investment Corp**
- **Associated Development Co.**
- **Brown Associated**
- **Cincinnati Bengals**
- **Blue Seas Bahama, Ltd.**
- **Ashland, Ohio**
- **Disney World**
- **Wolfe Corporation**
- **Jim Walter**
- **Cincinnati, Ohio**
- **Life**
- **Prudential Insurance Co.**
- **Northwestern University**

# ***REFERENCES***



Gary Pike  
City Engineer  
301 West Madison Street  
Ottawa, Illinois 61350  
(815) 433-0161

James Coleman  
Vice President - Finance  
Toccoa Packaging Inc.  
501 W. Doyle Street  
Toccoa, Georgia 30577  
(706) 886-8036

Swepson Chaney  
Swepco, Inc  
1204 East Bonnie  
Gonzales, Louisiana 70737  
(255) 647-1329

Planning. Architecture. Interior Design.

Thompson, Ventulett, Stainback & Associates, Inc.  
2700 Promenade Two, 1230 Peachtree Street N.E.  
Atlanta, Georgia 30309-3591  
t 404 888 6600  
f 404 888 6700

July 23, 2001

Mr. Douglas J. Smith, Director  
Real Estate & Development Department  
City of Troy  
500 West Big Beaver Road  
Troy, Michigan 48084

RE: Assuring the Best Project for Troy's Civic Center Site

Dear Mr. Smith:

Richard Rounds, native of Troy and architect in our Atlanta office, has shared with me the challenge and opportunity the City of Troy has in planning the best development for its business and residential community. The Civic Center site presents a great location for public assembly, conference and hospitality venues as well as a great opportunity to create a center for civic activities. ***We at TVS can bring to the City of Troy the most experienced talent in public assembly planning and design to assure that the best facilities are provided to your community.***

As the leading designer of public assembly and meeting facilities in the country, TVS is uniquely qualified to assist the City of Troy from conceptual planning through completion of the Civic Center development.

- TVS brings the experience of having worked with over 50 cities and communities in the planning and design of similar civic projects including Overland Park, KS; Hot Springs, AR; Schaumburg, IL; Charlotte, NC; Philadelphia, PA, and Chicago, IL.
- TVS has successfully integrated conference facilities, exhibit space, performance halls, hotels and public plazas in creating special places for communities.
- TVS will bring specific knowledge of similar projects to benefit the Troy development team.

We would welcome the opportunity to assist the City of Troy with feasibility, programming, and master planning as you determine the most appropriate projects for your community. TVS can help assure:

- a project that will provide a positive economic and architectural impact on the community;
- a project that will be successfully integrated into the city fabric;
- a project that will provide a center for civic activities for the City of Troy.

The attached information will provide you with an overview of TVS's experience in the planning and design of similar projects.

TVS would welcome the opportunity to meet with you, the Council, the City Manager, and other civic leaders to hear more about your goals for this project and how we might be able to assist as you move ahead.

Thank you for your consideration and interest.

Very truly yours,

Thompson, Ventulett, Stainback & Associates, Inc.



Helen Davis Hatch, AIA  
Senior Principal

P.S. You can reach me directly at (404) 946-6614 or e-mail: hhatch@tvsa.com

## Firm Profile

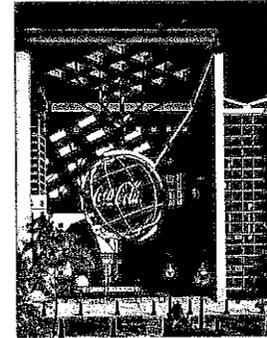
### Public Assembly

Established in 1968, Thompson, Ventulett, Stainback & Associates has grown to a firm of more than 270 architects and interior designers, with projects located across the United States and internationally. TVS is a diverse practice dedicated to the creation of distinguished designs through responsive, comprehensive and personal service to our clients. The firm's portfolio showcases a broad range of project types, including corporate headquarters, office towers, convention centers, sports arenas, financial institutions, educational facilities, retail centers, entertainment venues, performance halls, hotels and resorts. TVS has consistently ranked near the top of Building Design & Construction's "Top Design Firms" throughout the past 17 years and is currently one of the largest architectural firms in the nation.

The firm's organization is structured around a studio concept with each studio acting as a small office, providing the client with clear communication, continuity, and a single source of contact throughout the life of the project. This concept gives an owner the availability and responsiveness of a small practice while offering the benefits of a larger corporate resource. Each project is assigned to a studio and served by a team tailored to the specific requirements of the client, the project type, and its program. The design process carefully balances aesthetics, technology and business in a diligent quest for excellence.

TVS' goal is to provide a comprehensive design concept that clearly expresses its function, and the technology which serves it. Architecture is very much a part of the people who are using it. It is alive and made up of a great deal more than just the design of the structure. It is made up of buildings to serve both today and tomorrow—complex working and living machines that provide economical and functional design.

TVS' reputation for design quality has been recognized by our receipt of more than 150 national and local design awards for planning, architecture and interior design.



Architecture  
Interior Design  
Master Planning  
Long-Range & Strategic Planning  
Site Analysis & Selection  
Feasibility Studies  
Programming  
Space and Vacancy  
Maintenance Programs  
Space Planning  
Store Planning  
FF&E Selection  
FF&E Procurement Services  
Graphics



## Firm Profile

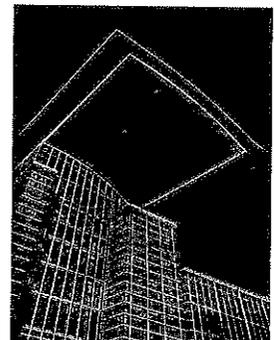
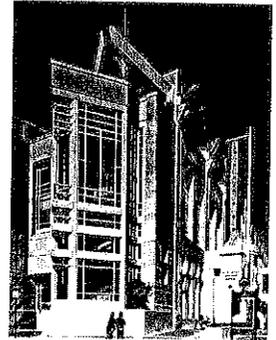
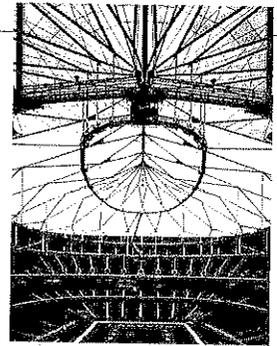
### Public Assembly

Early principal projects for TVS included the Omni Arena, Omni International (now CNN Center), and the Georgia World Congress Center. From its beginning, a major focus of the firm has been in urban design and complex mixed-use developments. Often these projects included the planning and design of civic and convention facilities, sports arenas, stadiums, retail centers, hotels and office buildings.

The primary goal of public assembly facilities, in serving both the local community and area visitors, is to remain responsive to the user while portraying the essence of each unique city. TVS is dedicated to this objective through understanding the needs of the market, the complex site planning and urban design issues, and the long-term goals and objectives of the operator.

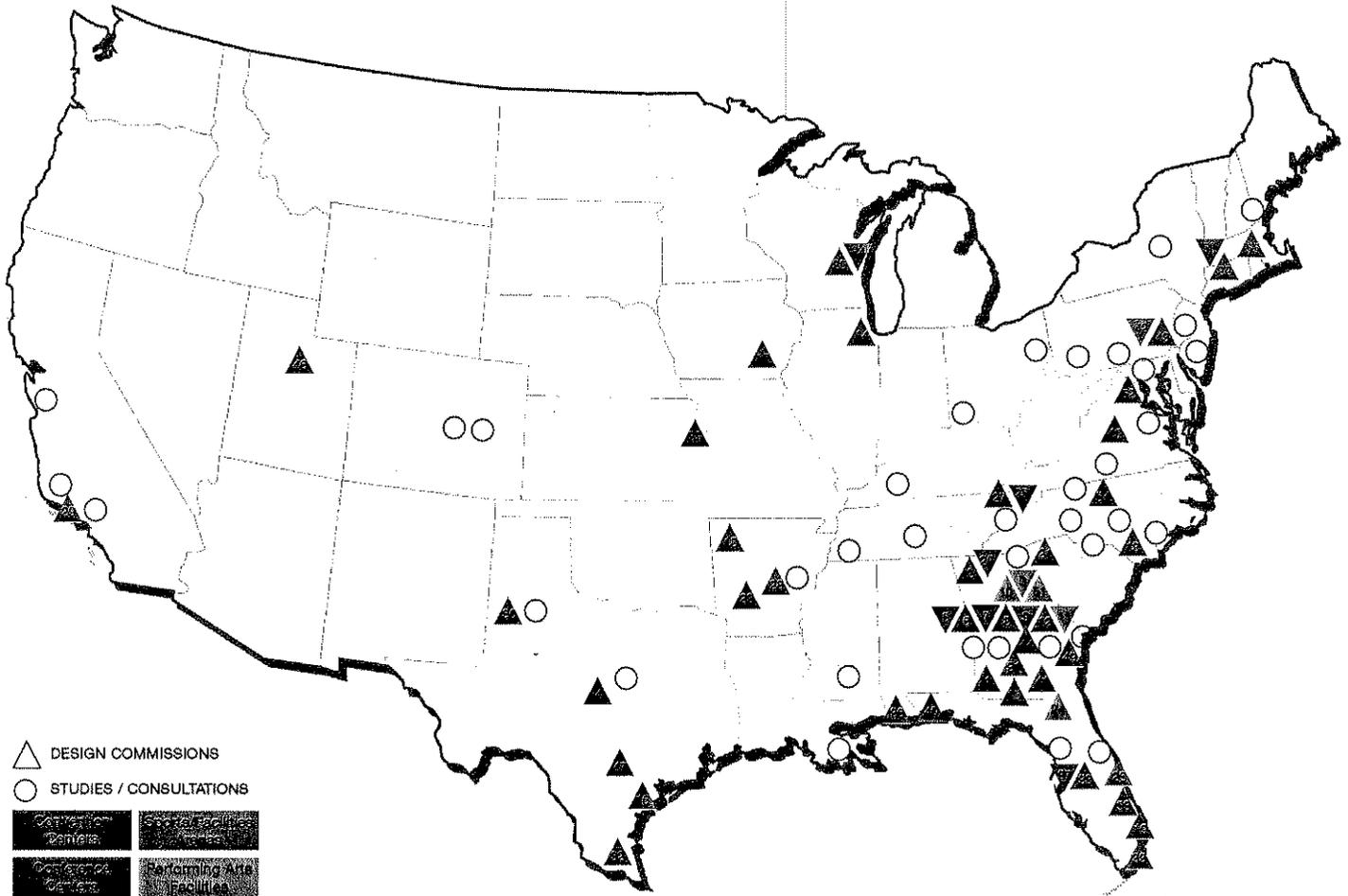
TVS has built a vast and diversified portfolio through the dedication of special individuals committed to the understanding of public assembly facilities. Key players in every major public assembly facility designed by TVS are still very active participants in the firm's present-day projects. These teams have developed the depth of knowledge and experience needed to address the concerns of these facilities and develop a well-balanced solution. Guiding this effort is a group of professionals whose experience encompasses two decades in design of convention centers, civic centers, arenas and domed stadiums.

TVS has performed design services for more than 60 audience support and exhibit facilities. The firm has a history of proven success with large scale convention facilities in cities such as Atlanta, Washington DC, Salt Lake City, Miami Beach, Milwaukee, Philadelphia, Orlando, Charlotte, Long Beach, as well as the expansion to McCormick Place in Chicago. In addition, TVS has designed many smaller facilities including conference centers, hotel meeting and banquet facilities and performing arts centers.



# Public Assembly Facilities

## Design Commissions



▲ DESIGN COMMISSIONS  
 ○ STUDIES / CONSULTATIONS

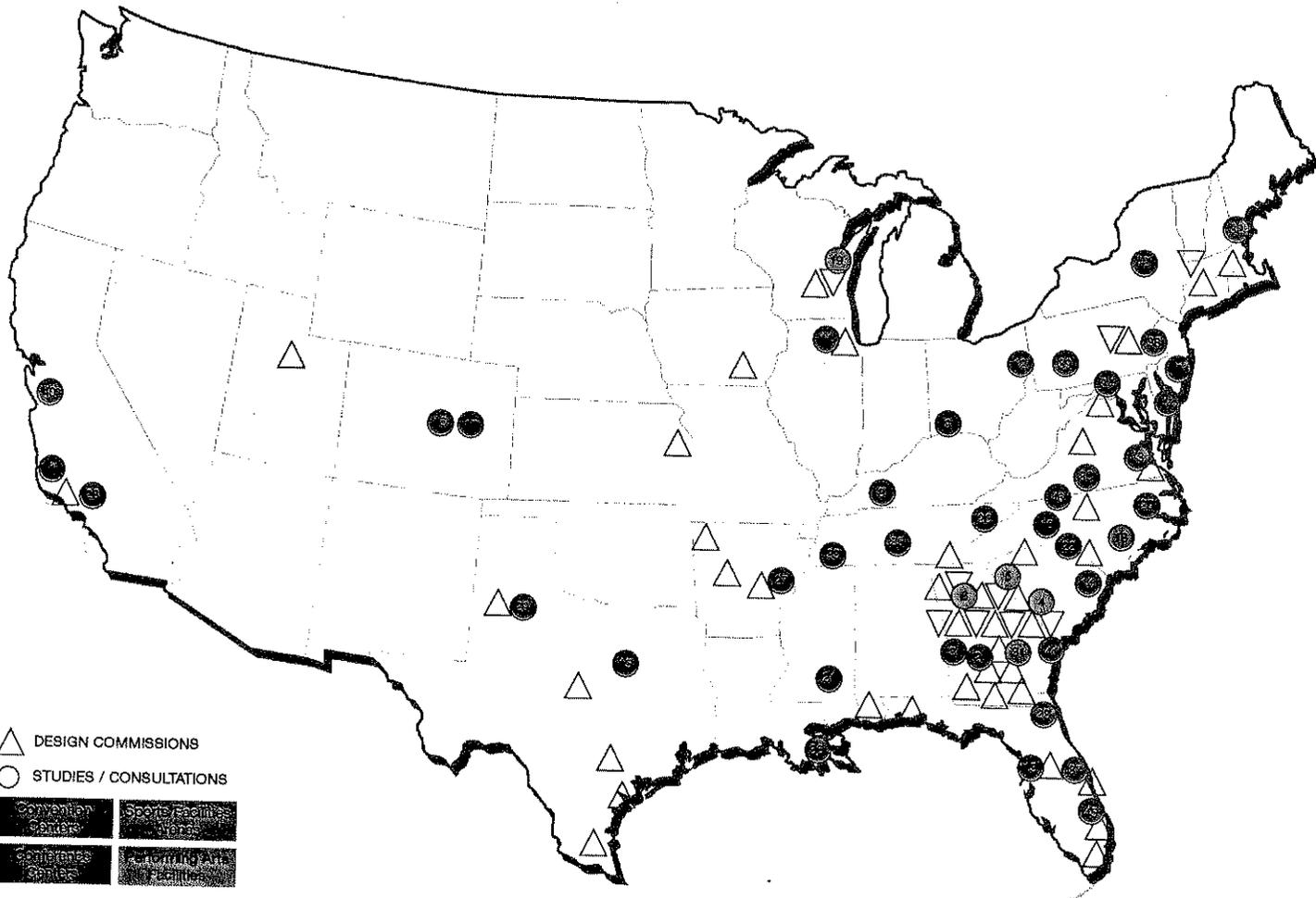
Atlanta Georgia World Congress Center	Jacksonville Florida Jacksonville Center for the Performing and Visual Arts
Atlanta Georgia Woodruff Arts Center	Knoxville Tennessee Knoxville Convention Center

- |  |  |   |   |   |
|--|--|---|---|---|
| 1 ALBANY, GEORGIA<br>Albany Civic Center   | 12 ATLANTA, GEORGIA<br>Georgia Dome  | 24 JACKSONVILLE, FLORIDA<br>Florida Community College at Jacksonville Center for the Performing and Visual Arts | 36 MOBILE, ALABAMA<br>Mobile Convention Center  | 48 SAN JUAN, PUERTO RICO<br>Puerto Rico Trade and Convention Center                                   |
| 2 AMICALOLA FALLS, GEORGIA<br>Amicalola Lodge and Conference Center                  | 13 CHARLOTTE, NORTH CAROLINA<br>Charlotte Convention Center                          | 25 JOHNSON CITY, TENNESSEE<br>Johnson City Continuing Education/Conference Facility                             | 37 ORLANDO, FLORIDA<br>Orange County Conv./Civic Center, Phase III                    | 49 SAVANNAH, GEORGIA<br>Savannah International Maritime & Trade Center                                |
| 3 ATHENS, GEORGIA<br>University of Georgia Center for the Performing and Visual Arts | 14 CHICAGO, ILLINOIS<br>McCormick Place South Hall Expansion                         | 26 KISSIMMEE, FLORIDA<br>Disney's Wide World of Sports  | 38 ORLANDO, FLORIDA<br>Orange County Conv./Civic Center, Phase V                      | 50 SPRINGFIELD, MASSACHUSETTS<br>Springfield Civic Center   |
| 4 ARLINGTON, TEXAS<br>Arlington Convention Center Expansion                          | 15 CORDELE, GEORGIA<br>Georgia Veterans Memorial Park Conference Center              | 27 KNOXVILLE, TENNESSEE<br>Knoxville Convention Center  | 39 OVERLAND PARK, KANSAS<br>Overland Park Convention Center                           | 51 STATESBORO, GEORGIA<br>Georgia Southern University Continuing Education and Performing Arts Center |
| 5 ATLANTA, GEORGIA<br>Georgia World Congress Center Phase I                          | 16 CORPUS CHRISTI, TEXAS<br>Bayfront Convention Center and Arena                     | 28 LITTLE ROCK, ARKANSAS<br>Statehouse Convention Center  | 40 PENSACOLA, FLORIDA<br>Pensacola Community Events Facility                          | 52 WASHINGTON, D.C.<br>Washington, D.C. Convention Center   |
| 6 ATLANTA, GEORGIA<br>Georgia World Congress Center Phase II                         | 17 DAVENPORT, IOWA<br>RiverCenter Renovation and Expansion                           | 29 LONG BEACH, CALIFORNIA<br>Long Beach Convention Center Expansion   | 41 PERRY, GEORGIA<br>Multipurpose Livestock and Exhibit Facility                      | 53 WEST PALM BEACH, FLORIDA<br>Palm Beach Convention Center   |
| 7 ATLANTA, GEORGIA<br>Georgia World Congress Center Phase III                        | 18 FAYETTEVILLE, ARKANSAS<br>Fayetteville Town Center                                | 30 LUBBOCK, TEXAS<br>Lubbock Memorial Civic Center Renovation   | 42 PHILADELPHIA, PENNSYLVANIA<br>Temple University Recreation/Convocation Center      | 54 WINSTON SALEM, NORTH CAROLINA<br>M. C. Benton Jr. Convention & Civic Center Interior Renovation    |
| 8 ATLANTA, GEORGIA<br>Georgia World Congress Center Phase IV                         | 19 FORT LAUDERDALE, FLORIDA<br>Broward County Convention Center                      | 31 MACON, GEORGIA<br>Macon Coliseum   | 43 PHILADELPHIA, PENNSYLVANIA<br>Pennsylvania Convention Center                       | 55 WORCESTER, MASSACHUSETTS<br>Worcester Convention Center  |
| 9 ATLANTA, GEORGIA<br>Omni Arena   | 20 GAINESVILLE, GEORGIA<br>Georgia Mountain Center                                   | 32 MCALLEN, TEXAS<br>McAllen Convention Center  | 44 PINE MOUNTAIN, GEORGIA<br>Callaway Gardens Inn Renovation and Expansion            |   |
| 10 ATLANTA, GEORGIA<br>Chastain Amphitheater Center Renovation                       | 21 GREENVILLE, SOUTH CAROLINA<br>Max M. Heller Convention Center, Greenville Commons | 33 MIAMI BEACH, FLORIDA<br>Miami Beach Convention Center  | 45 RICHMOND, VIRGINIA<br>Richmond Convention Center                                   |   |
| 11 ATLANTA, GEORGIA<br>Woodruff Arts Center Renovation                               | 22 HARTFORD, CONNECTICUT<br>Connecticut Convention Center                            | 34 MILWAUKEE, WISCONSIN<br>Strong Capital Mgmt. Training/Conference Center                                      | 46 SALT LAKE CITY, UTAH<br>Salt Palace Convention Center Renovation and Expansion     |   |
|  | 23 HOT SPRINGS, ARKANSAS<br>Hot Springs Convention Center                            | 35 MILWAUKEE, WISCONSIN<br>The Wisconsin Center   | 47 SAN ANTONIO, TEXAS<br>Henry B. Gonzalez Convention Center Renovation and Expansion |   |



# Public Assembly Facilities

## Studies / Consultations



- |  |   |   |   |
|--|---|---|---|
| 1 ANAHEIM, CALIFORNIA<br>Anaheim Convention Center   | 13 CLEARWATER, FLORIDA<br>Clearwater Convention/<br>Conference Center                 | 26 JOHNSON CITY, TENNESSEE<br>Johnson City Multi-Purpose<br>Facility                          | 39 PITTSBURGH, PENNSYLVANIA<br>Lawrence Convention Center<br>Expansion                |
| 2 ATLANTA, GEORGIA<br>Georgia World Congress Center<br>Phase II<br>Feasibility Study                             | 14 COLUMBIA, SOUTH CAROLINA<br>Midlands Regional Convention<br>Center                 | 27 LITTLE ROCK, ARKANSAS<br>Statehouse Convention Centers                                     | 40 SAN JOSE, CALIFORNIA<br>San Jose Convention Center                                 |
| 3 ATLANTA, GEORGIA<br>Georgia World Congress Center<br>Phase III, IV   | 15 DALLAS, TEXAS<br>Dallas Convention Center  | 28 LONG BEACH, CALIFORNIA<br>Long Beach Convention Center                                     | 41 SAVANNAH, GEORGIA<br>Savannah Civic Center Expansion                               |
| 4 ATLANTA, GEORGIA<br>Woodruff Arts Center Renovation  | 16 DENVER, COLORADO<br>Denver Convention Center                                       | 29 LUBBOCK, TEXAS<br>Lubbock Memorial Civic Center<br>Expansion                               | 42 SYRACUSE, NEW YORK<br>Onondaga County Convention<br>Center                         |
| 5 ATLANTA, GEORGIA<br>Summer Music Center  | 17 DENVER, COLORADO<br>Colorado Convention Center<br>Developer Proposal               | 30 LYNCHBURG, VIRGINIA<br>Lynchburg Region Civic Center                                       | 43 VIRGINIA BEACH, VIRGINIA<br>Virginia Beach Convention Center                       |
| 6 ATLANTA, GEORGIA<br>University of Georgia Center for<br>the Performing and Visual Arts -<br>Phase II Expansion | 18 FAYETTEVILLE,<br>NORTH CAROLINA<br>Cumberland County Coliseum<br>Feasibility Study | 31 MACON, GEORGIA<br>Macon Coliseum Expansion   | 44 WASHINGTON, D.C.<br>New Washington Convention<br>Center Expansion                  |
| 7 ATLANTIC CITY, NEW JERSEY<br>Atlantic City Convention Center   | 19 GREEN BAY, WISCONSIN<br>Brown County Memorial Arena<br>Expansion                   | 32 MANCHESTER,<br>NEW HAMPSHIRE<br>Manchester Civic Center                                    | 45 WEST PALM BEACH, FLORIDA<br>West Palm Beach Civic Center                           |
| 8 BOWLING GREEN, KENTUCKY<br>Bowling Green Hotel and<br>Convention Center  | 20 GREENSBORO,<br>NORTH CAROLINA<br>Greensboro Convention Center                      | 33 MEMPHIS, TENNESSEE<br>Memphis Cook Convention<br>Center                                    | 46 WINSTON-SALEM,<br>NORTH CAROLINA<br>M.C. Benton Jr. Convention and<br>Civic Center |
| 9 CANTON, OHIO<br>Canton Civic Center  | 21 HATTIESBURG, MISSISSIPPI<br>Hattiesburg Convention Center                          | 34 MONTGOMERY, MARYLAND<br>Montgomery County Convention<br>Center                             |   |
| 10 CHARLOTTE,<br>NORTH CAROLINA<br>Charlotte Convention Center<br>Feasibility Study                              | 22 HICKORY, NORTH CAROLINA<br>Catawba County Civic Center                             | 35 NASHVILLE, TENNESSEE<br>Nashville Convention Center  |   |
| 11 CHICAGO, ILLINOIS<br>McCormick Place South Hall<br>Expansion<br>Developer Proposal                            | 23 JACKSONVILLE, FLORIDA<br>Jacksonville Convention Center                            | 36 NEW ORLEANS, LOUISIANA<br>Ernest N. Morial New Orleans<br>Convention and Exhibition Center |   |
| 12 CINCINNATI, OHIO<br>Albert B. Sabin Convention Center   | 24 JERUSALEM, ISRAEL<br>Jerusalem Civic Center  | 37 ORLANDO, FLORIDA<br>Orange County Convention/<br>Civic Center Phases III, IV, V            |   |
|  | 25 JOHANNESBURG,<br>SOUTH AFRICA<br>Sandton Convention &<br>Conference Center         | 38 PHILADELPHIA, PENNSYLVANIA<br>Pennsylvania Convention Center/<br>Hotel                     |   |

# ARTEC

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Feasibility and Economic Studies,  
Programming and Planning

Theatre Design and Planning

Theatre Equipment Consulting

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Acoustics Consulting

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[www.artec-usa.com](http://www.artec-usa.com)

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CONSULTANTS INC

SERVICES

## **FEASIBILITY AND ECONOMIC STUDIES**

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Feasibility and economic studies, and programming services range from initial planning to major developmental programs. These studies typically include the assessment of community and arts groups needs, and the size and configuration of support spaces. Artec also provides consulting advice on fund-raising campaigns.

PERSONNEL

LINKS

In addition, we assist with advance program planning, site criteria and selection, capital and cost projections, operating budgets and income/expense projections, and economic impact evaluations.

CONTACT

ARCHIVES

These services are essential to the successful design, building, and operation of a performing arts building.

LIST OF FEASIBILITY AND  
ECONOMIC STUDIES

BACK TO SERVICES

114 West 26th Street New York, NY 10001-6812

TEL: (212) 242-0120 FAX: (212) 645-8635 EMAIL:  
[info@artec-usa.com](mailto:info@artec-usa.com)

HOME**ARTEC**

CONSULTANTS INC

SERVICES**SERVICES**PROJECTS

Artec Consultants Inc is a New York based company providing interdisciplinary consulting services for buildings housing the performing arts. These services are categorized into the following areas:

PERSONNEL

FEASIBILITY AND ECONOMIC STUDIES

LINKS

THEATRE CONSULTING AND THEATRE EQUIPMENT CONSULTING

CONTACT

ACOUSTICS CONSULTING

ARCHIVES

ARTS RESOURCES INTERNATIONAL

ACI SOUND SOLUTIONS

Artec's commissions include community, civic and educational facilities. The firm's experience spans flexible-space theatres, drama theatres, opera houses, recital halls, concert halls, multi-use halls, recording studios, houses of worship; while its clients include community theatre groups, educational institutions, state and local governments, symphony orchestras, and religious organizations.

Artec believes that by offering feasibility and economic studies, programming services; theatre consulting and theatre equipment consulting; sound and communication systems consulting; and acoustics consulting in an integrated form, it can effectively achieve the highest level of quality possible for the clients it serves. Likewise, Artec believes that its interdisciplinary comprehensive approach is one of the primary reasons for the firm's celebrated success.

114 West 26th Street New York, NY 10001-6812

*Artec's four principal categories of consulting services:*

**Feasibility and Economic Studies, Programming, and Planning Consulting Services** range from initial planning to major developmental programs. Studies of this kind typically include the assessment of community and arts groups needs and the size and configuration of facility and support spaces.

In addition, Artec assists the client with advance program planning, site criteria and selection, capital cost projections, operating budgets and income/expenditure projections, economic impact evaluations, and the identification of preliminary funding options.

These services are essential to the successful design, construction, and operation of a performing arts facility.

**Theatre Consulting Services** include: (1) planning for performance spaces and technical support spaces; (2) technical requirements for spaces used by the public; and (3) the design and specification of technical theatre equipment.

Basic planning for performance spaces comprises auditorium layout, audience seating arrangement, location of entrances and exits, circulation layout, performance platform and sightlines, and orchestra pit layout. Planning for technical support spaces includes rehearsal rooms, control rooms, dressing rooms, loading and receiving docks, workshops, storage space, and scenery assembly space.

Technical requirements for spaces used by the public includes lobby, box office, washrooms, and food and beverage services.

Planning, designing and specifying the equipment encompasses both the technical equipment itself, as well as the spaces necessary to properly accommodate it. Artec's work in this area takes in theatre rigging, theatre lighting and control, acoustics devices, sound reinforcement systems, production communication systems, and related technical systems.

**Acoustics Consulting Services** include three areas of acoustical design: room acoustics, acoustical isolation, and noise and vibration control.

Room acoustics design addresses the quality of sound within the performance space; it requires careful attention to room shaping, building materials, room finishes, audience distribution, and seating.

Acoustical isolation of performance spaces is achieved by using heavy construction, by structurally isolating walls, floors and ceilings, and by isolating piping, conduit, and ductwork.

Noise and vibration control procedures are used to reduce the noise and vibration produced by pumps, fans, transformers, ballasts, boilers, chillers, elevators, and other similar equipment.

At the client's option, Artec will also provide the basic design for the concert hall, opera house, or theatre.

**Sound and Communication Systems Consulting Services** in performing arts centers can include the following: sound reinforcement and effects systems; production intercom systems; backstage and front-of-house performance video; archival recording; program paging systems; audience recall; assistive listening systems for the hearing-impaired; simultaneous interpretation systems; accommodation for commercial recording and broadcast systems; and accommodation for rented and touring sound systems.

Modern performing arts centers require sophisticated and technically complex sound and communication systems in order to achieve artistic and operational excellence. Sound system coverage must be consistent from seat to seat, and a wide variety of program material must be accommodated – from inconspicuous reinforcement of acoustic events to highly amplified popular music concerts.

# ARTTEC

C O N S U L T A N T S I N C

*Economic Feasibility Studies*

*Theatre Planning Consulting*

*Fund Raising Counsel*

*Acoustics Consulting*

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The Kimmel Center for the Performing Arts (a 650-seat Recital Theatre plus a Concert Hall for the Philadelphia Orchestra), Philadelphia, Pennsylvania

Salle du Metropole (1000-seat Chamber Orchestra Hall), Lausanne, Switzerland

Prudential Hall, New Jersey Performing Arts Center, Newark, New Jersey

Opera House, Dijon, France

Derngate Centre, Northampton, England

Performing Arts Center of Greater Miami (Concert Hall plus an Opera House), Miami, Florida

Kravis Center for the Performing Arts, West Palm Beach, Florida

Concert Hall and Congress Center, Luzern, Switzerland

Opera House, Washington, DC, for Placido Domingo and The Washington Opera; Architect: Pei Cobb Freed

Living Arts Centre, Mississauga, Ontario

Winspear Centre for Music (Concert Hall), Edmonton, Alberta

Morton H. Meyerson Symphony Center, Dallas, Texas

Chan Centre, University of British Columbia, Vancouver

The Esplanade (Concert Hall plus an Opera House), Singapore

Toronto Centre for the Arts (Opera House plus the Weston Recital Hall), North York, Ontario

SangNam Hall, LG Art Center, Seoul, Republic of Korea

Concert Hall and Recital Hall, Costa Mesa, California

Sibelius Symphony Hall, Lahti, Finland

Symphony Hall, Birmingham, England

Shakespeare Festival Theatre, Montgomery, Alabama

Jack Singer Concert Hall, Max Bell Theatre, and Martha Cohen Theatre, Centre for the Performing Arts, Calgary, Alberta

El Pomar Great Hall, Colorado Springs, Colorado

Tampa Bay Performing Arts Center, Tampa, Florida

Theatre at Columbus Circle, for dance, jazz, and opera, New York City

July 30, 2001

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager   
Gary A. Shripka, Assistant City Manager/Services   
William R. Need, Public Works Director 

SUBJECT: Update of Chapter 18 – City Water Utility Ordinance

The above referenced ordinance is to be enacted during times of hot weather and lack of rain. The restriction allows the balance of water pressure by dividing the users into two groups, based on odd/even address numbers, for the use of water out-of-doors. The intent of the ordinance, as discussed by the task force which includes the Detroit Water and Sewerage Department and several other local communities, is not to cause economic hardship. Watering of new sod or landscaping that has been installed within the last year, or work that requires the use of water out-of-doors, is exempt from the odd/even water restriction.

CITY OF TROY  
AN ORDINANCE TO AMEND  
CHAPTER 18 OF THE CODE  
OF THE CITY OF TROY

The City of Troy ordains:

Section 1. Short Title

This Ordinance shall be known and may be cited as an amendment to Chapter 18, City Water Utility, of the Code of the City of Troy.

Section 2. Amendment

Chapter 18, Section 12, shall be amended as follows:

12. Temporary Emergency Sprinkling Restrictions

- A. Whenever the Manager of the City receives notification from the Detroit Water and Sewerage Department in conjunction with the Water and Radiological Protection Division of the Michigan Department of Environmental Quality, or it is determined by the City Council, that the supply or pressure demand for water cannot be accommodated and general welfare is likely to be endangered, or conditions within the water system of the City are likely to endanger the general welfare of the City, the Manager shall determine that a state of emergency exists and prescribe the following emergency regulations which shall apply in the City for all properties connected to the City water system:

For the duration of the declared state of emergency, **outdoor watering, including the sprinkling of lawns and landscaping and filling swimming pools, washing cars** and all outdoor **watering tasks** shall only be allowed for properties with even-numbered addresses on even-numbered calendar dates and for properties with odd-numbered addresses on odd-numbered calendar dates

**Watering of new sod or landscaping, one year old or less is exempt from the odd/even water restriction.**

- B. Whenever the Manager receives notification from the Detroit Water and Sewerage Department or the City Council, in conjunction with the Drinking Water and Radiological Protection Division of the Michigan Department of Environmental Quality that provisions in subsection A are not sufficient, or conditions within the water system of the City are likely to endanger the general welfare of the City the following emergency regulations shall apply in the City for all properties connected to the City water system:

Sprinkling of lawns and landscaping and all outdoor water use shall not be allowed.

- C. The City and the Detroit Water and Sewerage Department shall, or at its option, the City Council may, within 24 hours of notification, cause these regulations to be posted at the City office and publicly announced by means of broadcasts or telecasts by the stations with a normal operating range covering the City, and may cause such announcement to be further declared in newspapers of general circulation when feasible.

## Chapter 18 - City Water Utility

---

The regulations shall become effective immediately after notice of enforcement of the ordinance as posted at the City offices.

Upon notification from the Detroit Water and Sewerage Department in conjunction with the Drinking Water and Radiological Protection Division of the Michigan department of Environmental Quality or the City Council, that the emergency regulations are no longer necessary, the City shall cause a public announcement lifting the water restrictions.

- D. Any person, firm or corporation violating any provisions of this ordinance shall be deemed responsible for a civil infraction and will be responsible to pay a fine not to exceed five-hundred dollars (\$500.00) for each violation.
- E. It shall be the responsibility of the City to enforce this ordinance.

### Section 3. Savings

All proceedings pending, and all rights and liabilities existing, acquired or incurred, at the time this Ordinance takes effect, are hereby saved. Such proceedings may be consummated under and according to the ordinance in force at the time such proceedings were commenced. This ordinance shall not be construed to alter, affect, or abate any pending prosecution, or prevent prosecution hereafter instituted under any ordinance specifically or impliedly repealed or amended by this ordinance adopting this penal regulation, for offenses committed prior to the effective date of this ordinance; and new prosecutions may be instituted and all prosecutions pending at the effective date of this ordinance may be continued, for offenses committed prior to the effective date of this ordinance, under and in accordance with the provisions of any ordinance in force at the time of the commission of such offense.

### Section 4. Severability Clause

Should any word, phrase, sentence, paragraph or section of this Ordinance be held invalid or unconstitutional, the remaining provision of this ordinance shall remain in full force and effect.

### Section 5. Effective Date

This Ordinance shall become effective ten (10) days from the date hereof or upon publication, whichever shall later occur.

This Ordinance is enacted by the Council of the City of Troy, Oakland County, Michigan, at a regular meeting of the City Council held at City Hall, 500 W. Big Beaver, Troy, MI, on the \_\_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Matt Pryor, Mayor

\_\_\_\_\_  
Tonni Bartholomew, City Clerk

August 1, 2001

TO: The Honorable Mayor and City Council  
FROM: John Szerlag, City Manager  
SUBJECT: Proposed Topics for August 27, 2001 Study Session

Delineated below for your consideration are proposed Study Session topics for the August 27, 2001 meeting:

- 1) Electronic Agenda - This discussion should take about an hour and a half, which will include walking you through the system. One of the major challenges we have to address is the volume of our agendas. To give an example, the City of Farmington Hills uses an electronic agenda and their last packet was approximately **2 megs**. By contrast, our last packet was **40 megs**. While the information fits on a CD-ROM, it's too time-consuming to have a resident query information from the web. Please know that ease of resident access is an objective of the electronic agenda initiative.

Also know that Mayor Pryor requested a CD-ROM of the August 6, 2001 Council Meeting. As such, I included a CD for all Council Members.

- 2) Proposed Changes to Council Rules and Procedure (requested by Councilwoman Schilling) – City Council indicated that they wished to discuss this matter at the next Study Session, and make a decision at the September 10, 2001 City Council meeting.
- 3) I'd like input from City Council on the issues of interconnectability of public streets, as well as cross-access easements. We'll then adjust our development standards accordingly. Estimated time frame for this topic is half an hour.
- 4) Update on Ballot Language Regarding Proposed Millage for Purpose of Purchasing Wetlands/Natural Features Property

Proposed topics for a fall Study Session include fees for the Community Center, SOCRRRA golf course in Rochester Hills, real estate signs in right-of-way (requested by Mayor Pryor), procedures for condemnation, private sector advertising for public facilities, update on solid municipal waste and recycling ordinance, changes to sidewalk waiver ordinance, repeat performance of explaining Troy's property maintenance code .

As always, please advise should you wish to include any other topics for discussion.



## AN ALTERNATIVE LAYOUT OF THE PARKING LOT AND DRIVEWAY ACCESS TO THE PROPOSED POLICE/FIRE DEPARTMENT EXTENSION TO THE TROY CITY HALL

### COMMON SPACE

- Current common space between the city hall, court and library is essentially leftover space. Public space should be a carefully defined room. Walking this area, it seems as though one is walking behind a bunch of warehouses. It is NOT pedestrian friendly. With all the money that has been spent on the peace garden, why don't I ever see anybody using it as it was designed to be? More than likely it is because there is no reason for anybody to walk through it. If we are to truly have a public space, then it needs to encourage people to come to it. The proposed alternative unifies the public space.
- Instead of having a cul-de-sac at the end of the driveway to the Police/Fire training facility make it a brick plaza. This way it can be multi-functional. Places that are multifunctional are the most cost-effective. After business hours, when cars are not parked in the plaza, it can serve as a community gathering place.

### PARKING LOT/DRIVEWAY CONFIGURATION

- The current proposal shows confusing and ineffective use of parking lots and driveways. See sketches attached for a more user-friendly and sensible approach. It is imperative that automotive entry to and through the complex be logical and simply understood. Notice the positive uses of open space.
- The alternative layout (see attached) provides for a more efficient use of parking areas. The parking is designed as a whole, not piecemeal. Once again, it should be designed, not leftover space where cars are shoved.

### ACCESS TO POLICE STATION

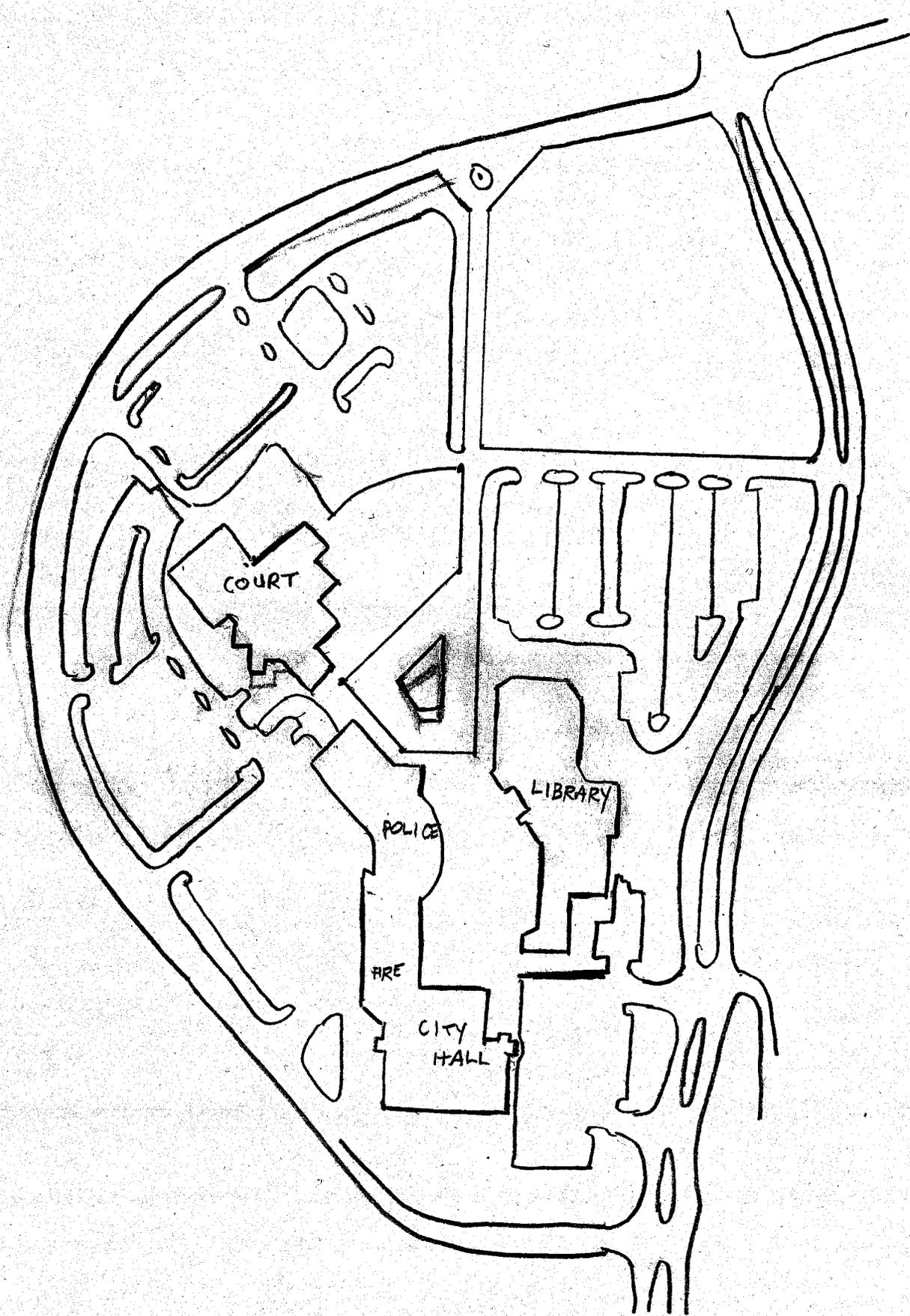
- There needs to be 24 hour access to the police station. This need is met in the alternative plan. There is a proposed walkway at the perimeter of the plaza. This walkway will allow for continued access to the police station, even during events.
- In order to guarantee access to the police station after hours and during events, a certain number of parking spaces in the northwest corner of the library parking lot should be designated "Police Department Visitor Parking Only 5 PM - 8 AM".
- Currently, special ceremonies are held in front of City Hall, essentially blocking ingress and egress via the south entrance. The alternative layout will provide a place for these ceremonies to be held, while at the same time eliminating the necessity of blocking an entrance to any building in order for the event to be held.

### THE DETAILS

- Interconnection of police entryway with the access to the library (see attached diagram).
- Public parking lot for the police station is essentially a plaza. After hours, parking lot is able to be turned into a public plaza for events, concerts, etc.
- Visitors' parking access to the police station is guaranteed via designated after-hours parking in the northwest part of the library parking lot (see "Access to Police Station" above).

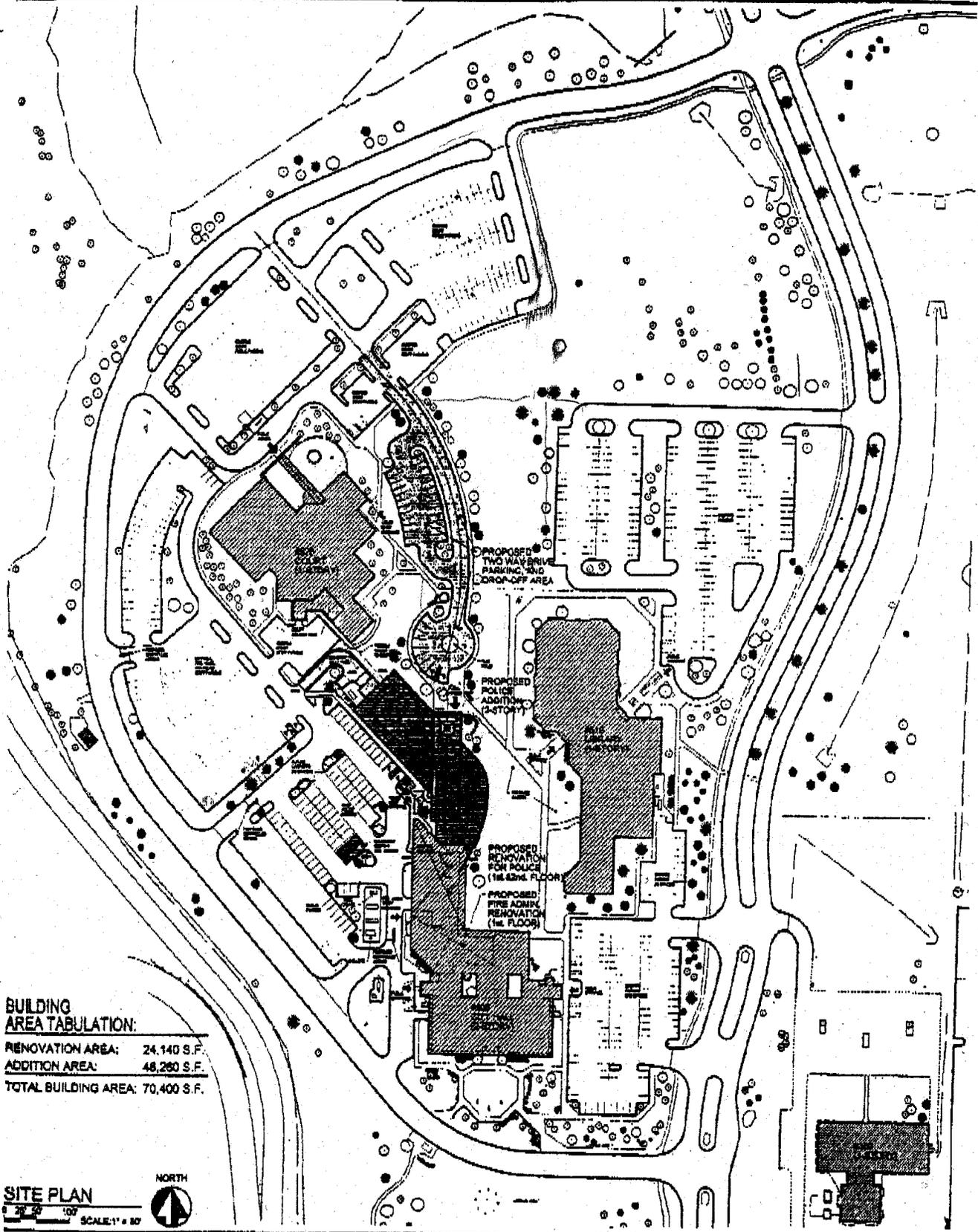
- Peace Garden preserved between City Hall and library and its space made more pedestrian-friendly and user-friendly because of a more appropriate parking lot/driveway layout.
- The designated public plaza is the center point of the library, police station and city hall. It is therefore a natural focus of the complex, an ideal gathering place. It is most sensible that public events take place here. As such, it will encourage pedestrian traffic to traverse the region between these buildings.
- A large expanse of green space is preserved in the region where the Kmart head is designated for placement.
- An additional green space is preserved between the public plaza, the court building and the police department access drive.

Proposed



SKOI Alternate

EXISTING



**BUILDING AREA TABULATION:**

RENOVATION AREA:	24,140 S.F.
ADDITION AREA:	48,260 S.F.
<b>TOTAL BUILDING AREA:</b>	<b>70,400 S.F.</b>

**SITE PLAN**

0 20 40 100' SCALE: 1" = 80'

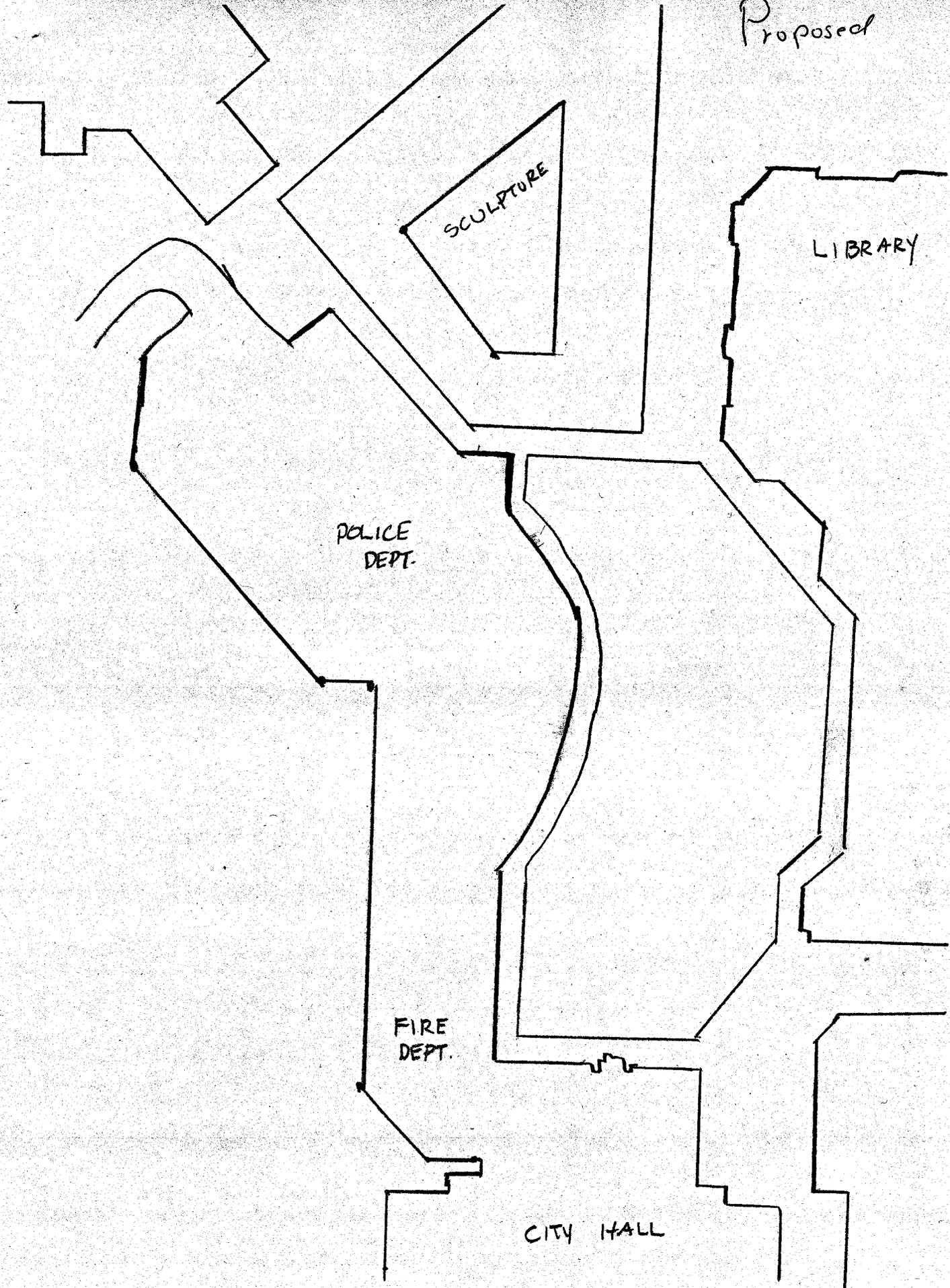
NORTH



**CITY OF TROY**  
**FIRE ADMINISTRATION/**  
**POLICE DEPARTMENT RENOVATION & ADDITION**  
 500 W. BIG BEAVER ROAD - TROY, MI 48064

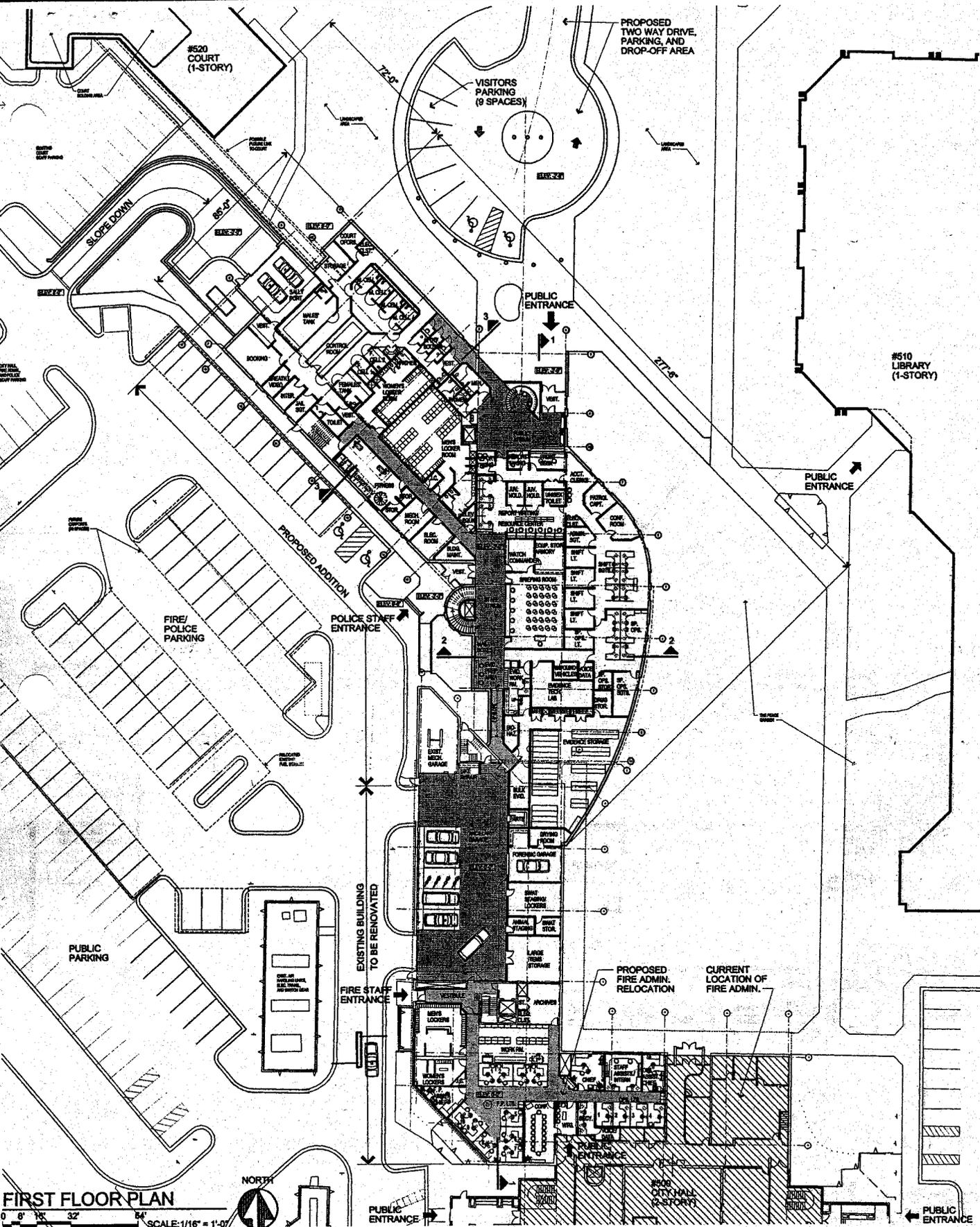
<small>APPROVED FOR CONSTRUCTION BY THE CITY OF TROY</small> <small>DATE: 08/14/2007</small> <small>PROJECT NO. 3318.00</small>	
<small>DATE: 08/14/2007</small> <small>PROJECT NO. 3318.00</small>	<b>SK 01</b>
<small>APPROVED FOR CONSTRUCTION BY THE CITY OF TROY</small> <small>DATE: 08/14/2007</small>	<small>PROJECT NO. 3318.00</small>

Proposed



SKOZ Alternate

EXISTING



**REDSTONE ARCHITECTS, INC.**  
 Architecture • Planning • Interior Design

1000 N. Main Street  
 Troy, MI 48060  
 Phone: 313.487.1100  
 Fax: 313.487.1101  
 Web: www.redstonearch.com

**CITY OF TROY**  
**FIRE ADMINISTRATION/  
 POLICE DEPARTMENT RENOVATION & ADDITION**  
 500 W. BIG BEAVER ROAD - TROY, MI 48084

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NOTE:  
 DO NOT SCALE PRINTS.  
 USE ONLY FIGURED DIMENSIONS.

DATE	BY	SHEET NO.
3/18/08	SK	02
PROJECT NO.		3318.00
DRAWN BY		SK
CHECKED BY		SK
DATE		MAY 24, 2008

**PROCLAMATION  
TO EXTEND GREETINGS TO  
THE CITIZENS OF TATARSTAN**

**WHEREAS**, The City of Troy, Michigan is proud to extend to the **Republic of Tatarstan** our warmest greetings from our citizens to yours; and

**WHEREAS**, We are pleased that Mark Mutter, Dan Arndt, and Mary Ellyn Lambert from Troy, Michigan are taking part in the Global Cultural Festival August 25 – September 1, 2001 in the capital city of Kazan; and

**WHEREAS**, The City of Troy, Michigan is home to many cultures, religions and diverse heritage who together make important contributions to our economy and society through their commitment to numerous professions, commerce, family, and the arts; and

**WHEREAS**, It is our expressed goal to foster peace and understanding among all citizens; and

**WHEREAS**, We extend warmest birthday wishes for a prosperous and bright future for your republic and the people you represent; and

**NOW, THEREFORE, BE IT RESOLVED**, That the City Council of the City of Troy congratulates the citizens of **Tatarstan** on the 11<sup>th</sup> birthday of the Republic.

Signed this 6<sup>th</sup> day of August 2001.



A suggestion was received to have brewed decaffeinated coffee available in the morning, not instant. Steve Banch will investigate.

**OLHSA Committee:** David Ogg reported that there was a speaker on dementia at the last meeting and that OLHSA has a speaker available to come to our meeting to explain their services. They are working in Lansing to increase funding for senior citizen home care.

**Health and Wellness Day:** Merrill Dixon will purchase the bagels and Steve Banch will purchase the juice, to be reimbursed by Carla. Several committee members will be present to serve the refreshments. Carla will provide cups, napkins, tablecloth and Advisory Committee brochures.

### **New Business:**

**Elton Blose:** Jo-Anne Stein, Joe Gilligan, Dale Dering and Ed Volny wanted to know why Elton was terminated. Mr. Volny stated that Elton was popular, and Mr. Dering said that he should have his job back. Carla stated that it is a personnel issue and that she is not allowed to discuss it. Mr. Dering stated that the Advisory Committee should have been consulted and that they should review the matter. Steve Banch indicated that there was some concern about who would replace Elton. Carla stated that the position has been posted and that the City is accepting applications. Steve Banch suggested that persons wishing additional information should contact the City's Personnel Director.

**Program Fees:** Carla distributed a memo to City Council regarding charging fees to cover direct costs (**attachment**). There are currently eight programs for which direct costs are not covered. The Parks and Recreation Department is recommending that user fees be established to cover these costs and that the Confidential Assistance Program which provides scholarships for low income youth be expanded to include senior citizens. Bill Weisgerber suggested that a study group be formed. Merrill Dixon tabled the matter until the next meeting.

### **Other:**

**Term Limits:** Merrill Dixon reported that Senior Advisory Committee members are limited to three three-year terms.

**Nutrition Report:** There were **1265** meals served at the Troy Community Center and **1675** homebound meals delivered during the month of **April**. The average donation was **\$1.69** for meals served at the Community Center.

The meeting was adjourned at 11:50 A.M.

Respectfully submitted,

Carla Vaughan  
Senior Director

To: Honorable Mayor and City Council

From: John Szerlag, City Manager  
 John Lamerato, Assistant City Manager/Finance and Administration  
 Gary Shripka, Assistant City Manager/Services  
 Carol Anderson, Parks and Recreation Director

Date: April 16, 2001

Re: Fees for Senior Programs

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**Background:**

Some senior citizen recreation programs have been free since they were first offered two to three decades ago. We would like to begin charging for some of these programs as we move toward having most direct program costs covered by fees.

Instead of offering no cost programs, we would like to revise the Confidential Assistance Program for youth to include seniors as well. Senior programs would then be available to those meeting low-income guidelines at no or reduced cost.

We currently subsidize the following programs (approximate annual subsidy is in parenthesis):

Chair Exercise	(\$800)
Gardens	(\$1100)
Monthly Birthday Party	(\$600)
Movies	(\$90)
Senior Week Dance	(\$400)
Softball	(\$700)
Stretch and Tone	(\$600)
Volleyball	(\$800)

Most programs that have expenses are self-supporting. These include: aquatic exercise, ballroom dance lessons, bingo, bowling, computer classes, dances, defensive driving classes, golf leagues, line dance lessons, massage, muscle conditioning, painting, tai chi, piano keyboard lessons, tap dance lessons, travel, and yoga.

A number of free programs are offered that have no direct expenses. These include: bridge, chorus, cribbage, euchre, harmonica club and lessons, health screenings, needlework club, oil painting club, pinochle, quilting club, speakers, tennis league, and woodcarving club.

The senior newsletter would continue to be printed and distributed monthly at a cost of approximately \$17,000 per year.

**Recommended Action:**

It is recommended that fees for senior citizen programs cover direct costs. It is further recommended that the Confidential Assistance Program be expanded to include seniors.

The Vice-Chairman Fern Nelsen called the meeting to order at 7:30 P.M., on Thursday, June 21, 2001.

PRESENT: Margaret Gaffney  
Fern Nelsen  
Nancy Wheeler

STAFF: Brian Stoutenburg, Library Director

ABSENT: David Cloyd  
Lynne Gregory  
Michael Gladysz (Student Representative)

**ITEM # 1 APPROVAL OF MINUTES OF MEETING OF MAY 10, 2001.**

Motioned by Gaffney  
Supported by Wheeler

MOVED, TO APPROVE THE MINUTES OF THE MEETING OF MAY 10, 2001 AS WRITTEN.

Motioned by Wheeler to excuse Mr. Cloyd, Mr. Gregory, and Mr. Gladysz from this meeting as they were out of town.  
Supported by Gaffney

Yeas: 3 — Gaffney, Nelsen, Wheeler  
Absent: 2 — Cloyd, Gregory

MOTION TO EXCUSE MR. CLOYD, MR. GREGORY, AND MR. GLADYSZ CARRIED.

**ITEM # 2 APPROVAL OF AGENDA.**

Motioned by Wheeler to approve agenda.  
Supported by Gaffney

Yeas: 3 — Gaffney, Nelsen, Wheeler  
Absent: 2 — Cloyd, Gregory

MOTION TO APPROVE AGENDA CARRIED.

**ITEM #3 <sup>3</sup>/<sub>4</sub> POSTPONED ITEMS <sup>3</sup>/<sub>4</sub> None.**

**ITEM #4 <sup>3</sup>/<sub>4</sub> DISCUSSION OF SPACE REORGANIZATION.** The construction contract has been signed with Cedroni Associates, Inc., the low bidder, and work is scheduled to

commence on July 20, 2001 ending August 31, 2001. They have been made aware of our meeting room use needs, and they will work around them.

## **ITEM #5 <sup>3</sup>/<sub>4</sub> REPORT AND COMMUNICATIONS**

**Director's report.** The Director's Reports are attached.

**Board Member comments.** Nancy Wheeler asked about the status of the study being done statewide of State funding for libraries. The preliminary report is complete, but no one has been identified in the legislature yet to accept or advocate the report to the appropriate legislative committee.

Nancy Wheeler asked about the status of the attempted move of the Library of Michigan into a new "cultural" department. The move appears to be happening, but there are details to be worked out as to representation and lines of authority and communication.

Margaret Gaffney suggested that a Troy author series of programs be explored.

**Suburban Library Cooperative.** The switch in automation systems to SIRSI is on schedule for the last week of June.

**Friends of the Troy Public Library.** There was no report.

**Monthly reports (May).** Circulation for the month of May compared with the same time period a year ago showed an increase of 17.4%. There was an increase in patron visits by 8.7%, and program attendance was up 84.2%.

**Staff changes.** New Employees: Georgia Souphis, Library Assistant; Charles Hoeft, Page.  
Resignations: Shawn Pewitt, Substitute Library Assistant; Betty Morgan, Library Assistant.

**Gifts.** One gift in the amount of \$125.00 was received.

**Informational items.** June TPL Calendar.

**Contacts and Correspondence.** Fourteen written comments from the public were noted.

**Public participation.** There was no public participation.

The Library Advisory Board meeting adjourned at 8:15 P.M.

Respectively submitted,

Brian Stoutenburg  
Library Director

**Call to Order:** 7:30 pm

**Roll Call:** Jack Turner, Jacques Nixon, Dorothy Scott, Vi Smith, Brian Stoutenburg, Gerry Young, Brian Wattles, Walt Cornelius, and Loraine Campbell. Roger Kanairz sat in for Ed Bortner who was excused.

**Approved Minutes:** June 7, 2001

**Old Business:**

**1. Status of City inspection by Steve Pallotta for winter stabilization.**

Steve Pallotta will wait for the recommendations of the architect as to the best way to stabilize the Church and Parsonage for the winter. These recommendations should be available September 1, 2001 if the proposed timetable is followed.

**2. Report on RFP process to date.**

Seven RFPs were sent out July 11. Five firms called or wrote that they would not be able to respond because of current heavy workloads. Proposals were received on June 29 from John Dzuirman Architects and Gerald Yurk Associates.

Representatives from both firms examined the buildings. Committee members had copies of each of the proposals by July 1.

**New Business:**

**1. Evaluation tool for:**

A. **Proposals.** The evaluation tool distributed to the members was developed from a tool used by the City of Rochester Hills for evaluating similar proposals. Members will complete an evaluation for each by July 11. Scoring will be on a scale of 1-5, with 1 rated at poor and 5 outstanding.

B. **Interviews.** Similar tools will be provided at the July 11, 2001 interviews. Scoring will be the same. Scores will be tallied at the conclusion of the interviews, added to the proposal scores and the recommendation determined.

**1. Review of Proposals**

The proposals were discussed briefly. Outside comments from Pat McKay of the Rochester Van Hoosen Museum, and Lawrence Smith indicate both firms are solid candidates. Members had questions regarding reimbursable expenses and the use and cost of consultants and subcontractors. These will be addressed in the interviews.

## **2. Interview Schedule**

Both interviews will be conducted on July 11, 2001 following the schedule below. Both architects have been notified. Architects will give a 10-15 minute presentation and then the committee members will be allowed to ask questions.

6:30 p.m.            Committee members report to museum and receive evaluation forms

7:00- 8:00 p.m.    Gerald Yurk Associates

8:15- 9:15 p.m.    John Dzurman Architects Ltd.

Between July 11 and July 16 the committee members are asked to take the committee's recommendation back to their respective organizations, gain board approvals and report these to Brian Stoutenburg for inclusion in the memo to the July 23, 2001 City Council Meeting. Ad hoc Committee members will be welcome at the Council Meeting. Chrm. Jack Turner will be available to answer Council inquiries or make comments. Brian Stoutenburg will notify the selected architect so that they can be present at the Council Meeting.

**Adjournment:** 9:00 p.m.

**Next meeting will be:** July 11, 2001

**Call to Order:** 6:30 PM

**Roll Call:** Jack Turner, Jacques Nixon, Dorothy Scott, Vi Smith, Gerry Young, Brian Wattles, Walt Cornelius, Roger Kanairz and Brian Stoutenburg.

The purpose of this meeting was to interview the two architects who had responded to the request for proposal, and select one to recommend to City Council. Mr. Turner instructed the committee to turn in their evaluations of the architect's written proposals. He explained that each architect would have the same amount of time to provide a formal presentation and answer questions from committee members, and that he would be the time keeper. Each committee member would use the approved Interview Evaluation Sheet as a scoring tool. He further explained that the committee should plan on attending the July 23, 2001 City Council meeting, and that the selected architect would need to also attend that meeting.

Mr. Stoutenburg would write the memo to City Council explaining the recommendation, and along with Mr. Turner and the selected architect, will respond to any questions from the Mayor and City Council.

Concern was voiced as to the length of time necessary to draw up a contract if City Council approved the architect. The work needs to start very soon after approval in order to have time to stabilize the structures before winter. Mr. Stoutenburg stated that he would do what he could to have the process treated as a priority item.

Mrs. Scott read a prepared statement concerned with the moving of the church.

From 7:00 PM until 8:00 PM: Mr. Gerald Yurk and Ms. Kelly Sekerak of Gerald J. Yurk Associates, Incorporated gave their formal presentation and answered committee member's questions.

From 8:15 PM until 9:15 PM: Mr. John Dziurman of John Dziurman Architects Ltd. gave his formal presentation and answered committee questions

The committee discussed the importance of getting publicity out in every way possible for pictures of the church and parsonage.

Mr. Stoutenburg collected the Interview Evaluation forms from the committee members and announced the results. Three members scored both architects the same. Two members preferred John Dziurman Ltd., and three preferred Gerald

J. Yurk Associates, Incorporated. After a brief discussion a verbal roll call vote was taken and it was unanimous for Gerald J. Yurk Associates, Incorporated.

Mr. Turner reminded everyone of the City Council meeting on July 23, 2001 at 7:30 PM. He asked Mr. Stoutenburg to contact both architects with the results and remind Mr. Yurk that he would need to attend the City Council meeting.

The meeting was adjourned at 9:30 PM

Respectively submitted,

Brian Stoutenburg  
Director

The Chairman, Ted Dziurman, called the meeting of the Building Code Board of Appeals to order at 8:30 A.M. on Wednesday, July 11, 2001.

PRESENT: Ted Dziurman  
Rick Kessler  
Bill Need  
Bill Nelson  
Frank Zuazo  
Mark Stimac  
Pam Pasternak

**ITEM #1 – APPROVAL OF MINUTES, MEETING OF JUNE 6, 2001**

Motion by Need  
Supported by Nelson

MOVED, to approve the minutes of the meeting of June 6, 2001 as written.

Yeas: All - 5

MOTION TO APPROVE MINUTES OF THE MEETING OF JUNE 6, 2001 AS WRITTEN  
CARRIED

**ITEM #2 – VARIANCE REQUESTED. JUDY KENNEDY OF GULF INTEREST, INC., CEDAR RIDGE CONDOMINIUMS, BIG BEAVER EAST OF JOHN R.,** for relief of Chapter 83 to construct a 6' high privacy fence in a front setback.

Mr. Stimac explained that the petitioner is requesting relief of Chapter 83 to construct a 6' high privacy fence 15' from the rear lot lines of units 1-12 of the Cedar Ridge Estates Condominiums. Because units 1-12 back to Big Beaver and the adjacent properties front on Big Beaver Road, they are classified as double front, thru-lots. As such, Chapter 83 requires a 25' minimum setback along Big Beaver for any fence over 30" high.

Judy Kennedy of Gulf Interest, Inc. was present and stated that there were several reasons they wished to put up a privacy fence in this area. Ms. Kennedy stated that this fence would actually be along the back yard of the units to be built. Ms. Kennedy also stated that the fence would be setback 15' from the property line and on the north side of the greenbelt and will be partially screened by a 2 ½' to 3' high berm. Ms. Kennedy further indicated that they have received landscape approval from Ron Hynd and they are planning to add in excess of 50 different trees, shrubs and evergreens that will also help to keep the visual impact of this fence to a minimum along Big Beaver. Ms. Kennedy also said that not only will this fence help to protect the privacy of these homeowners, but will also help to buffer the noise from the traffic on Big Beaver.

**ITEM #2**

Mr. Need asked who would be responsible for the upkeep of the fence and Ms. Kennedy indicated that the maintenance is part of the master deed and dues will be paid by the homeowners in order to provide the Homeowner's Association with the funding necessary for the maintenance of this fence. Mr. Need asked if separate gates would be provided for the upkeep of the greenbelt area and Ms. Kennedy again stated that the maintenance of the greenbelt area would be the responsibility of the Homeowner's Association not the individual home owners.

Mr. Zuazo asked Ms. Kennedy if the lots on the north end of this subdivision are the same size as the lots on the south side and Ms. Kennedy stated that when considering the lot area apart from the greenbelt easement that they are both 135' deep.

The Chairman opened the Public Hearing.

Ms. Nancy Aguinaga of 2352 Orpington was present and stated that she is opposed to a wooden privacy fence. Ms. Aguinaga stated that she has been a Troy resident for 25 years and believes that although wooden privacy fences look nice when they are first put in, after a period of time, they become unsightly due to lack of maintenance. Ms. Aguinaga stated that she would not be opposed to either a brick wall or vinyl privacy fencing. Ms. Aguinaga was concerned about the upkeep of the fence.

Ms. Kennedy replied that they feel that the maintenance of the fence would be properly handled and was not concerned that the fence would deteriorate. Ms. Kennedy further stated that the maintenance of the fence would be mandated through the master deed and homeowners would pay their fees up front and the required maintenance of the fence would be taken from a working capital fund. Ms. Kennedy also stated that the price of the fencing has to be taken into consideration, and Ms. Aguinaga confirmed that the starting price of these homes would be \$290,000.00.

Mr. Need asked if the petitioner had investigated the possibility of putting up vinyl fencing in lieu of wooden fencing, and Ms. Kennedy stated that she did not believe they would be absolutely opposed to this idea, but would need to look into it. Mr. Need then asked Mr. Stimac if the Building Department had any opinions regarding the use of vinyl fencing and Mr. Stimac stated that we have had several residents install vinyl fencing and they have indicated that they require very little maintenance and present a very uniform look. Ms. Aguinaga stated that her daughter-in-law has had vinyl fencing around their pool for at least ten (10) years and it still has the appearance of being almost brand new.

No one else wished to be heard and the Public Hearing was closed.

Mr. Need asked if Ms. Kennedy had a picture of the proposed fencing and Ms. Kennedy said that she did not, however, she thought it would be a shadow type of privacy fence.

**ITEM #2**

Mr. Stimac indicated that the plans provided showed a board-on-board type of fencing, which would give the effect of a solid fence.

There is one written objection on file. There are no written approvals on file.

Motion by Need

Supported by Kessler

MOVED, to table the request of Judy Kennedy of Gulf Interest, Inc., Cedar Ridge Condominiums, for relief of Chapter 83 to construct a 6' high privacy fence in the front setback along E. Big Beaver until the meeting of August 1, 2001.

- To allow the petitioner the opportunity to investigate the use of vinyl privacy fence rather than a wooden fence.

Yeas: All – 5

MOTION TO TABLE REQUEST UNTIL THE MEETING OF AUGUST 1, 2001 CARRIED

**ITEM #3 – VARIANCE REQUESTED. LYND R. ALLEN, 2245 ALEXANDER**, for relief of Chapter 83 to erect a 42" high fence in the front yard setback along Paris.

Mr. Stimac explained that the petitioner is requesting relief of Chapter 83 to erect a 42" high fence in a front yard setback. This lot is a double front corner lot, in that it has a front yard on both Alexander and Paris. Chapter 83 limits the height of fences to 30" in that portion of the property in front of the building setback line. The site plan submitted indicates a 42" high picket fence in the front setback along Paris.

Ms. Joanne Allen was present and stated that she wished to put up this non-obscuring fence along the easement next to her property. Ms. Allen brought in pictures of the easement, which had not been mowed, as well as pictures of her lot and the type of fence she wished to erect.

The Chairman opened the Public Hearing. No one wished to be heard and the Public Hearing was closed.

There are four (4) written approvals on file. There is one (1) written objection on file and one (1) partial objection on file.

Mr. Dziurman stated that Ms. Allen was a personal friend of his and would abstain from voting on this issue.

**ITEM #3**

Motion by Nelson

Supported by Zuazo

MOVED, to grant Lynd R. Allen, 2245 Alexander, relief of Chapter 83 to erect a 42” high fence in the front yard setback along Paris.

- Variance is not contrary to public interest.
- This fence will not obscure on coming traffic.

Yeas: 4 – Nelson, Need, Kessler, Zuazo

Abstain: 1 - Dziurman

MOTION TO GRANT VARIANCE CARRIED

**ITEM #4 – VARIANCE REQUESTED. WILLIAM N. NICHOLS, 1080 MINNESOTA,** for relief of Chapter 83 to replace an existing 6’ high privacy fence with a new 6’ high privacy fence in the front yard setback along Wisconsin.

Mr. Stimac explained that the petitioner is requesting relief of Chapter 83 to replace an existing 6’ high privacy fence with a new 6’ high privacy fence. This lot is a double front corner lot, in that it has a front setback along Minnesota and Wisconsin. As such, Chapter 83 limits the height of fences in front yard setbacks to 30” in height. The permit application submitted indicates a 6’ high privacy fence in the front setback along Wisconsin. A review of the Building Department records, found no record of a fence permit for the existing fence.

Mr. and Mrs. Nichols were present and stated that they have lived in this home approximately 5 years and the fence that was there was falling apart and in need of repair. Mr. Nichols stated that they have three children and a large dog and wanted to fix the fence in order to protect their children as well as to protect other children from the dog. Mr. and Mrs. Nichols are concerned because there is a bus stop right near their property. Mr. Nichols stated that he did not realize that he needed a fence permit in order to repair the existing fence.

The Chairman opened the Public Hearing. No one wished to be heard and the Public Hearing was closed.

There are eight (8) written approvals on file. There are no written objections on file.

Motion by Need

Supported by Nelson

**ITEM #4**

MOVED, to grant William Nichols, 1080 Minnesota, relief of Chapter 83 to replace an existing 6' high privacy fence with a new 6' high privacy fence in the front setback along Wisconsin.

- Variance is not contrary to public interest.
- A large number of neighbors approve of this privacy fence.

Yeas: All – 5

MOTION TO GRANT VARIANCE CARRIED

**ITEM #5 – VARIANCE REQUESTED. KASCO, INC. REPRESENTING WILLIAM BEAUMONT HOSPITAL, 44199 DEQUINDRE**, for relief of the 1997 International Plumbing Code (IPC) Section 1107.2.

Mr. Stimac explained that the 1997 IPC requires that roof drainage systems be provided with a secondary drainage system that has piping and a point of discharge that is independent from the primary roof drains. It further requires that this secondary drainage discharge be at a location, above grade, where the building occupants would normally observe it. The petitioners are in the process of constructing an addition in an interior courtyard for radiation/oncology department at the existing Beaumont Hospital. The petitioners are proposing a secondary system that would be interconnected with the primary system within the building. They propose over sizing the primary system and installing alarms in the secondary system to notify the occupants if the overflow is receiving water. They are asking relief for this modified system.

Mr. Chet Schroeder of Beaumont Hospital and Mr. Michael N. Engle of Kasco Inc., as well as Scott Morgenstern of SSOE for Beaumont Hospital were present. Mr. Morgenstern stated that the area in question is an interior courtyard of the hospital and in order to comply with the Plumbing Code, they would have to route the drainage system through adjacent existing hospital spaces. Mr. Morgenstern explained that the secondary system would be equipped with alarms which would be tied in directly to the building's facility system program and would indicate when the primary system had failed. Mr. Morgenstern further explained that this area is surrounded by other sections of the hospital that are as much as seven (7) stories high and did not believe that the primary system would plug from leaves and debris. Mr. Morgenstern also indicated that the building is monitored twenty-four hours a day, seven days a week and if the system were to fail, steps would be taken quickly to correct this failure.

Mr. Stimac indicated that the main concern of the code is that if the primary system were to fail, the roof could collapse due to the weight of ponded water. Mr. Stimac also said that plans have been submitted which indicates that the roof structure can sustain up to 15" of ponded water. Mr. Stimac further pointed out that due to the fact that the

**ITEM #5**

roof of this area of the hospital was in a courtyard, it would be easily visible from surrounding areas.

Mr. Kessler asked how the alarm would indicate if there was a failure of the primary system, and Mr. Engle pointed out that if there were a problem a light would indicate that the system had failed in the building facility area.

Motion by Nelson  
Supported by Kessler

MOVED, to grant Kasco, Inc., representing William Beaumont Hospital, 44199 Dequindre, 1<sup>st</sup> floor – Radiation/Oncology, relief of the 1997 International Plumbing Code (IPC) Section 1107.2 to install a primary drainage system which is over-sized and install alarms in the secondary system to notify the occupants if the overflow is receiving water.

- Variance is not contrary to public interest.
- System will be tested to make sure it works efficiently.

Yeas: All – 5

MOTION TO GRANT VARIANCE CARRIED

Mr. Need stated that Mr. Richnak would be taking his place for the Building Code Board of Appeals meeting of August 1, 2001 due to the fact that he will be on vacation, and Mr. Stimac also indicated that Ms. Norvell would be taking his place at the August meeting.

The Building Code Board of Appeals meeting adjourned at 9:23 A.M.

MS/pp

The Vice-Chairman, Fern Nelsen, called the meeting to order at 7:30 P.M., on Thursday, July 12, 2001.

PRESENT: David Cloyd  
Margaret Gaffney  
Fern Nelsen  
Nancy Wheeler  
Michael Gladysz (Student Representative)

STAFF: Brian Stoutenburg, Library Director

ABSENT: Lynne Gregory

**ITEM # 1 APPROVAL OF MINUTES OF MEETING OF JUNE 21, 2001.**

Motioned by Gaffney  
Supported by Wheeler

MOVED, TO APPROVE THE MINUTES OF THE MEETING OF JUNE 21, 2001 AS WRITTEN.

Motioned by Wheeler to excuse Mr. Gregory from this meeting as he was out of town.  
Supported by Gaffney

Yeas: 4 — Ayes. Cloyd, Gaffney, Nelsen, Wheeler  
Absent: 1 — Gregory

MOTION TO EXCUSE Mr. GREGORY CARRIED.

**ITEM # 4 APPROVAL OF AGENDA.**

Motioned by Cloyd to approve agenda.  
Supported by Wheeler

Yeas: 4 — Ayes. Cloyd, Gaffney, Nelsen, Wheeler  
Absent: 1 — Gregory

MOVED, TO APPROVE AGENDA CARRIED.

**ITEM #5 <sup>3</sup>/<sub>4</sub> POSTPONED ITEMS <sup>3</sup>/<sub>4</sub> None.**

**ITEM #6 ¾ DISCUSSION OF SPACE REORGANIZATION.** Waiting on two small change orders to be priced by the contractor. Furnishings have arrived.

**ITEM #7 ¾ REPORT AND COMMUNICATIONS**

**Director's report.** The Director's Reports are attached.

**Board Member comments.** Mr. Cloyd suggested that more catalog stations be installed.

**Suburban Library Cooperative.** The new automation system, SIRSI, has been installed and there are some problems and bugs to be worked on.

**Friends of the Troy Public Library.** The Friends continue with their success in raising money through the Bookstore and Gift Shop.

**Monthly Reports (June).** Circulation for the month of June compared with the same time period a year ago showed an increase of 12.6%. There was an increase in Patron Visits by 12.5%, and Program Attendance was up 33.2%. Figures for the fiscal year showed that Circulation of Materials was up 19.7% (854,887), Patron Visits up 9.3% (571,207), and Programming Attendance up 22.0% (20,130).

**Staff Changes.** New Employee: Heather Haack, Library Assistant  
Resignations: None

**Gifts.** None

**Informational Items.** July TPL Calendar.

**Contacts and Correspondence.** Four written comments from the public were noted.

**Public Participation.** There was no public participation.

The Library Advisory Board meeting adjourned at 8:15 P.M.

Respectively submitted,

Brian Stoutenburg  
Library Director

The Vice-Chairman, Michael Hutson called the meeting to order at 7:30 P.M., on Tuesday, July 17, 2001.

PRESENT: Kenneth Courtney  
Marcia Gies  
Michael Hutson  
Matthew Kovacs  
Mark Maxwell  
Walter Storrs

ALSO PRESENT: Mark Stimac  
Bob Davisson  
Pam Pasternak

ABSENT: Christopher Fejes

Motion by Hutson  
Supported by Maxwell

MOVED, to excuse Mr. Fejes from this meeting as he is out of town.

Yeas: 6 – Gies, Hutson, Kovacs, Maxwell, Storrs, Courtney

MOTION TO EXCUSE MR. FEJES CARRIED

**ITEM #1 – APPROVAL OF MINUTES OF MEETING OF JUNE 19, 2001.**

Motion by Maxwell  
Supported by Courtney

MOVED, to approve the minutes of the meeting of June 19, 2001 as written.

Yeas: 6 – Gies, Hutson, Kovacs, Maxwell, Storrs, Courtney

MOTION TO APPROVE CARRIED

**ITEM #2 – VARIANCE REQUESTED. MR. JAMES HARRIS, 4900 HYDE PARK,** for relief to construct a patio enclosure resulting in a 26.4’ rear yard setback where 40’ is required.

Mr. Stimac explained that the petitioner is requesting relief of the Zoning Ordinance to construct an enclosed patio at his residence. The plans submitted indicate construction of a patio enclosure resulting with a proposed 26.4’ rear yard setback. Section 30.10.04 requires a 40’ minimum rear yard setback in the R-1C Zoning District.

Mr. James Harris was present and stated that his wife has suffered from depression for approximately twenty-two (22) years and has been on medication for this condition. The medication has caused her to lose some muscle tone as well as her sense of

**ITEM #2**

balance, and in order to help regain this muscle tone and balance, physical therapy has been recommended. Mr. Harris also stated that it has been proven that the loss of light may aggravate some cases of depression. Mr. Harris brought in a letter from his wife's physician stating that although this sunroom was not an absolute necessity in treating her condition, he felt that she could benefit from the use of this room. Mr. Harris further stated that he had spoken to his surrounding neighbors and they do not object to the construction of this room.

Mr. Courtney advised Mr. Harris that full spectrum lighting is very beneficial in the treatment of depression and could be installed in Mr. Harris' home without the sunroom. Mr. Harris stated that besides the lighting, his wife uses a ball as part of her physical therapy to gain strength in her muscles, and this room would give her the space required. Mr. Harris further stated that the room would be built mainly of glass, which would increase the effect of the light.

Mr. Maxwell asked Mr. Harris if he would be willing to downsize the request of this variance and Mr. Harris stated that he had already downsized this room and did not think he would be able to accept anything smaller. Mr. Maxwell expressed concern over the fact that this request was for a very large variance and thought that perhaps something smaller would be more acceptable. Mr. Harris said that the room would completely cover the existing patio and was not willing to change the dimensions.

Mr. Bob George, of Mr. Enclosure, the builder for Mr. Harris was present and stated that originally Mr. Harris had proposed building an 18' sunroom, however, they told him it would be too large and Mr. Harris downsized it to 16'. Mr. George emphasized the fact that Mr. Harris' wife would benefit not only from the extra light provided by this sunroom but by the extra room provided for her therapy. Mr. George further stated that Mr. Harris' home is already 40' from the rear yard setback and therefore, anything he asks for will require a variance.

The Vice-Chairman opened the Public Hearing. No one wished to be heard and the Public Hearing was closed.

There are two (2) written approvals on file. There are no written objections on file.

Motion by Maxwell  
Supported by Courtney

**ITEM #2**

MOVED, to deny the request of Mr. James Harris, 4900 Hyde Park, for relief of the Ordinance to construct an enclosed patio at his residence resulting with a proposed 26.4' rear yard setback, where 40' is required.

- Variance request is considered excessive.
- Approval of the variance would have an adverse effect on surrounding property.
- Petitioner did not prove a hardship with the land.

Yeas: 5 – Hutson, Maxwell, Storrs, Courtney, Gies

Nays: 1 – Kovacs

MOTION TO DENY REQUEST CARRIED

**ITEM #3 – VARIANCE REQUESTED. MR. ANDY DEANGELIS, 209 PARK,** for relief to construct an 18,852 square foot building addition resulting in a rear yard setback of 10' where 20' is required.

Mr. Stimac explained that the petitioner is requesting relief of the Zoning Ordinance to construct an 18,852 square foot addition to the east side of an existing 10,317 square foot industrial building. Section 30.20.09 of the Zoning Ordinance requires a minimum rear yard setback of 20' in the M-1 Zoning District. The site plan submitted indicates that the proposed addition would result in a rear yard setback of 10'.

This item appeared on the Zoning Board of Appeals Agenda of May 1998 and was approved. The petitioner however, failed to secure a Building Permit within 12 months as required by Section 43.85.00 of the Zoning Ordinance.

Mr. Stephen LaClare was present and stated that they had ordered a press back in 1998 and had to cancel the order due to the expense. Since that time, they have found another source and once again ordered a press that is much larger than the one they presently have. Mr. LaClare further stated that the configuration of the site and the addition of more utility lines have limited them to the location of the addition on this site.

The Vice-Chairman opened the Public Hearing. No one wished to be heard and the Public Hearing as closed.

There are no written approvals or objections on file.

Motion by Courtney

Supported by Gies

**ITEM #3**

MOVED, to grant Mr. Andy DeAngelis, 209 Park, relief of the ordinance to construct an 18,852 square foot building addition resulting in a rear yard setback of 10' where 20' is required.

- This variance is not contrary to public interest.
- The variance does not cause an adverse effect to properties in the immediate vicinity or zoning district.
- This site is isolated at the outskirts of Troy.

Yeas: 6 – Kovacs, Maxwell, Storrs, Courtney, Gies, Hutson

**MOTION TO APPROVE CARRIED**

Mr. Hutson brought up the fact that recently several members of the Board had attended a seminar for the Board of Zoning Appeals and one of the things that was discussed was the possibility of having an alternate member appointed to cover for vacations and also to sit in when a member felt there might be a "conflict of interest". Mr. Maxwell and Mr. Courtney both stated that they felt it could be very beneficial to the Board to have an extra member available and would like to have City Council appoint an alternate. Mr. Stimac stated that there are currently provisions in the Ordinance, which allows City Council to appoint up to two (2) alternates to serve on this Board. Mr. Storrs pointed out that City Council had appointed an alternate from the Planning Commission to take his place when he cannot come to a meeting.

Mr. Stimac also stated that as long as there was sufficient notice that someone would be unavailable for a meeting an alternate would be a good idea. Mr. Stimac also stated that it would be more difficult to have an alternate at a meeting in case of a "conflict of interest", due to the fact that it would be almost impossible to determine that this condition existed. Mr. Stimac further said that it would be up to City Council to appoint an alternate, and he believed that it could be done from a list of candidates that City Council has in its possession.

Mr. Hutson also asked that the Board of Zoning Appeals application include a section, which would allow members of the Board to go onto the petitioner's property to determine how the variance would affect surrounding property. Mr. Hutson also asked if I.D. cards could be provided to the Board members to identify themselves to property owners. Mr. Stimac pointed out that the permission from the owner is already stated on the application.

Motion by Courtney  
Supported by Gies

MOVED, to request that City Council appoint an alternate to serve on the Board of Zoning Appeals.

- Alternate would fill in for absent member, and/or if a “conflict of interest” for a particular case was determined.

Yeas:           6 – Maxwell, Storrs, Courtney, Gies, Hutson, Kovacs

MOTION TO APPROVE REQUEST TO CITY COUNCIL CARRIED

The Board of Zoning Appeals meeting adjourned at 8:18 P.M.

MS/pp

A study session meeting of the Employees' Retirement System Board of Trustees was held on Wednesday, July 18, 2001, at City Hall in the Lower Level Conference Room. The meeting was called to order at 3:00 p.m.

PRESENT: Mark Calice  
Robert Crawford  
Mark Halsey  
Thomas Houghton, Chairman  
John M. Lamerato  
Anthony Pallotta  
John Szerlag

**RETIREE HEALTH CARE ISSUES**

The Board reviewed various documents and reports pertaining to retiree health care and will make a recommendation at the August 8, 2001 meeting.

The next meeting is August 8, 2001 at 3:00 p.m. at City Hall in Conference Room C.

The meeting adjourned at 3:51 p.m.

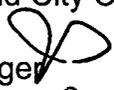
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July 18, 2001

JUL 24 2001

**CITY OF TROY  
CITY MANAGER'S OFFICE**

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager   
Charles Craft, Chief of Police   
Wendell Moore, Research & Technology Administrator 

SUBJECT: 2001 Year-To-Date Crime and Calls for Service Report

Attached is a report detailing 2001 calls for service, criminal offenses, clearance rates, traffic crashes and citations issued through June 2001. This report's format complies with the National Incident Based Reporting System. All offenses within an incident are reported.

Group A Crime decreased 12.5% or 272 reported incidents. Significant decreases over year 2000 levels occurred in Breaking & Entering (down 17.8% or 28 incidents), Larceny/Theft Offenses (down 17.3% or 168 incidents), and Damage/Destruction/Vandalism (down 30.9% or 102 incidents).

Within Group A crime increases occurred in Motor Vehicle Theft, which is up 76.8% or 43 incidents, Embezzlement which increased 27.5% or 14 incidents, and arson which increased from 4 reported incidents to 12. As for Motor Vehicle Theft, the Department recently identified an individual known to be responsible for vehicle thefts in Troy and assisted the Canton Township Police Department in securing a warrant for his arrest in connection with the theft of a car in that jurisdiction. We believe the individual is responsible for multiple thefts in Troy. The increase in Embezzlements may be attributed to increased education provided retailers by our Retail Liaison Officers. Their presentations instruct employers as to embezzlement identification and evidence collection. The increase in arsons is attributed to a recently arrested group of juveniles who set fire to a number of portable outdoor bathrooms, trampolines, etc. Since their apprehension reports of arsons have stopped.

Group B crimes increased .5% or 8 incidents. Group B offenses such as Driving Under the Influence and Liquor Law violations result from police initiated activity. The Department continues to emphasize Drunk Driving enforcement and liquor law enforcement. Based on past experience the number of incidents occurring in these categories fluctuates. The deviation over last year's levels, while somewhat significant, is not necessarily indicative of a developing trend.

Clearance rates (the percentage of reported crimes for which a perpetrator has prosecuted, or positively identified but not prosecuted) continue to be high. Arrests have decreased in a percentage nearly identical to the percentage decrease in reported criminal offenses.

Group C (non-criminal) calls for service showed a 1.4% decrease. Alarms are down 3.6% or 101 alarm responses.

G-3a

Total incidents of crime (Group A & B) decreased 7.2% or 264 incidents. Overall, crimes and calls for service are down 2.4% or 523 incidents.

Property damage traffic crashes are down 14.3% or 223 crashes from the same time period last year. The number of traffic citations issued for hazardous traffic violations increased 13.7%, while non-hazardous and license/title/registration violations decreased (32.0% and 2.3% respectively). The Department continues to emphasize and focus on the enforcement of accident causing violations. These statistics are indicative of that focus.

Please feel free to contact Chief Craft or Wendell Moore if you require additional information.





Dear Mayor and City Council Members,

The tribute paid me at last city council meeting was very much appreciated. Thank you so much. I was especially pleased and surprised by the flowers. Jack says "thanks". They now grace my bay window.

It has been a pleasure serving the community of Troy. No one could

have a more rewarding job as I'm sure you have all experienced.

My prayers and best wishes are extended to all of you in your continued endeavors to keep Troy the greatest city in the State of Michigan.

Sincerely,  
Jeanne M. Stone



# City of Clawson

425 N. Main Street / Clawson, Michigan 48017  
(248) 435-4500 FAX (248) 435-0515

July 7, 2001

Chief Charles Craft  
Troy Police Dept.  
500 W Big Beaver  
Troy, Mi. 48084

Sir,

I would like to express my appreciation to you for the assistance your staff gave the City of Clawson during our 4<sup>th</sup> of July celebration. You are personally aware of the difficulties that arise that day, when so many people cram themselves into such a small area. Several officers were involved including Captain Slater, Lt. Rossman, Sgt. Avery and his DPU officers and Sgt. Schaufler and his bike patrol unit. Several officers rode bike patrol in and around the park area. Other units assisted with traffic control after the fireworks were over. All of the were helpful, courteous and professional. Due to recent retirements our staff was more short-handed than usual and the assistance your department gave us was truly appreciated by our entire department. Again, thank you for all the help. Please feel free to call me if I can ever return the favor or if we can be of service to your department.

Sincerely,

Timothy W McKernan  
Lieutenant  
Clawson P.D.

**RECEIVED**  
Chief of Police

7/16/01 CTC

THANKS FOR YOUR HARD WORK.  
Gary

## STONERIDGE WOODS II SUBDIVISION

Sandra Lauder  
Patrick Kelly  
Ron Borycki  
Kevin O'Reilly  
Wendy Kniffen

July 12, 2001

Lieutenant Steve Zavislak  
Troy Police Dept.  
500 W Big Beaver  
Troy, MI. 48084

Dear Lieutenant Zavislak,

Thank you, so much for taking part in the July 4<sup>th</sup>, 2001 Stoneridge Woods II subdivision parade.

The children enjoyed learning about the police car and the time you spent with them. I appreciate you sharing your expertise and delighting the children. You helped make the event special.

Yours truly,

*Sandra W. Lauder*

Sandra W. Lauder  
President



*Chief Craft*



# CITY OF WESTLAND

## DEPARTMENT OF PUBLIC SERVICE

37137 Marquette • Westland, Michigan 48185 • (734) 728-1770

Robert J. Thomas  
Mayor

Richard P. Dittmar  
Director

July 16, 2001

Mike Karloff, Superintendent  
City of Troy  
Water Department  
4693 Rochester Road  
Troy, Michigan 48084

Dear Mike,

I just wanted to thank you for the assistance your department gave us in obtaining the necessary parts to repair our 16" concrete water main. I spent four hours trying to locate the necessary fittings and found them to be available from your community. I am very thankful, as well as the citizens of the City of Westland who were effected by the water main break. I am also thankful for the diligence of one of your employees, Tom O'Brien, who called and gave us his home phone number and pager number and told our crew leader how to install the parts on our concrete main. This was the first time we have had a break on it, and Mr. O'Brien wanted to make sure we did it right.

I have ordered the replacement parts and they will be shipped directly to you from Price Bros. and East Jordan.

Thanks again,

Richard A Hornkohl  
Superintendent  
Water and Sewer Division

G-b d

Dear Mark,

Our privacy fence is finished,  
I am very pleased!

Thank you so much for all  
the effort you personally  
committed to this project.

It feels like we live in a  
neighborhood again.

SINCERELY,

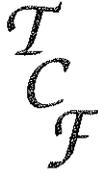
*Deane Castillon*  
Deane Castillon  
90 Chapin

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JUL 24 2001

CITY OF TROY  
CITY MANAGER'S OFFICE

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# TROY COMMUNITY FOUNDATION

1120 E. Long Lake, Suite 103 • Troy, Michigan 48098-4960  
(248) 740-7600

## Board of Directors

**Chairman**  
Joseph Semany  
*Compaq Computer Corp.*

**President**  
Gregory A. Merritt  
*Concorde Financial Group*

**Vice President**  
Jacques K. Haddad  
*CATS CO.*

**Secretary**  
Thomas Kaszubski  
*Troy Councilman*

**Treasurer**  
Cheryl A. Whitton  
*Architectural Consortium, Inc.*

Mark Albrecht  
*Handelman Company*

Gary Burkart  
*Flagstar Bank*

Michael Busuito, M.D.  
*St. Johns Hospital*

Garry C. Carly  
*Heathers of Bloomfield Hills*

James Cyrulewski  
*Detroit Edison*

Dennis J. Flynn  
*Flynn & Company, Inc.*

Beverly Geisler  
*Palmer Paint Products, Inc.*

Thomas Huizenga  
*Kelly Services, Inc.*

Michael Hutson  
*Hutson, Sawyer, Chapman  
Reilly & Schroe*

Anthony Iaquinto  
*O / E Automation, Inc.*

Michael A. Kaszubski  
*Beaumont Services Co.*

Walter Knollenberg  
*Magna International*

Walter O. Koch  
*Bodman, Longley, Dahling*

Roman T. Kulich  
*Selectcare*

David Lambert

David Nelson  
*The Nelson Companies*

Robert Rondeau  
*Flagstar Bank*

Frank Soccorsi  
*Ziebart International Corp.*

Ronald Stone  
*Stone, August, Baker & Co.*

Gary Tadian  
*Tadian Homes*

Kathie Troshynski  
*Real Estate One*

26 July 2001

Mayor & City Council Members  
City of Troy  
500 W. Big Beaver Road  
Troy, MI 48084

Dear Mayor & City Council Members:

It has been said that gratitude is the noblest of all emotions, a sentiment I strongly agree with. For that reason, I am more than happy to take these few moments to express our gratitude for your recent generosity.

On behalf of the Troy Community Foundation, I would like to personally express my appreciation for your unselfish gift of \$7,000.00 to the Troy Community Foundation in 2001 to the Veteran's Memorial Fund.

Because of caring people like you whose continued support will assist us in maintaining the commitment to enhancing the quality of life and the creation of a greater sense of community cohesiveness. Once again, on behalf of the Troy Community Foundation thank you for your generosity. Your gift does make a difference.

Sincerely,

TROY COMMUNITY FOUNDATION

Cheryl A. Whitton  
Treasurer

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JUL 30 2001

CITY OF TROY  
CITY MANAGER'S OFFICE

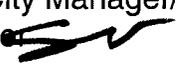
**RECEIVED**

July 25, 2001

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**CITY OF TROY  
CITY MANAGER'S OFFICE**

**To:** The Honorable Mayor and City Council

**From:** John Szerlag, City Manager  
Gary A. Shripka, Assistant City Manager/Services  
Steve Vandette, City Engineer 

**Subject:** I-75 Corridor Implementation Meeting

The Road Commission for Oakland County (RCOC) held a meeting regarding the I-75 Corridor on Wednesday, July 18, 2001 at the Troy Public Library. All communities within the corridor were extended an invitation to attend the meeting along with representatives from the Michigan Department of Transportation (MDOT). Attached to this memo is the informational packet distributed at the meeting.

There were two (2) primary purposes for this meeting:

1. To provide a schedule of MDOT improvements to I-75
2. To identify funding sources and reach agreement on construction dates for local roads identified in the Corradino I-75 Corridor Study

The meeting started with an update on the status of the widening of I-75. Currently, MDOT is finalizing the Request for Proposals (RFP) for the Early Preliminary Engineering (EPE) for the widening project. This EPE will look at preliminary geometrics for the project and assemble the information required for an Environmental Impact Statement (EIS). The EIS is required as the project will have a major impact throughout the corridor. MDOT has \$3,000,000 allocated for this EPE phase and expects to begin work, once a consultant is selected, early this fall. It is anticipated that the EPE phase, including the EIS, will take between 18-24 months.

There is no funding source identified currently for the actual Preliminary Engineering (design phase) or construction.

This work on the I-75 corridor does not affect projects along I-75 that are already underway, such as, the I-75/Crooks/Long Lake interchange. This interchange project in Troy is underway. MDOT has selected CH2M Hill to perform the Preliminary Engineering for this project. Phase I of the Crooks-Long Lake interchange project will complete design up to the Preliminary right-of-way phase. Phase I is anticipated to be complete in October of 2002. At this point, right-of-way acquisition will need to start to keep the project progressing. Phase II is the completion of the design plans and is anticipated to be complete by

October of 2002. Phase II will not proceed until an agreement (establishing the financial responsibilities for the right-of-way acquisition and construction) with the City of Troy is executed. Based on the Scope of Services for this project the construction phase is anticipated to begin in January 2005.

After the update on I-75, the meeting's focus turned to local road improvements identified in the Corradino study. These projects are identified on the map listed as Attachment "A", tabulated in Attachment "B", prioritized in Attachment "C" and project specific details given in Attachment "D-1" and "D-2".

Attachment "D-1" and "D-2" were discussed in length at the meeting as to the correctness of the information and support for the projects by the local communities. A correction was noted for the Rochester Road, N. of Big Beaver (Torpey) to N. of Long Lake Rd. (Trinway) project. The "Status" column shows Construction funding in 2002. There is no construction funding for this project currently. There is Preliminary Engineering for the two sections that make up this project. The Torpey to Barclay section was funded for Preliminary Engineering in 1999 and currently being designed by Hubbell, Roth and Clark. The Barclay to Trinway section is funded for Preliminary Engineering in 2002.

The first thirteen projects listed in the table have received funding for a phase or phases of the project through the funding committee. The next ten projects are included in the 2025 Long Range Plan, but have not received any funding allocations. In order to be considered for funding the project must first be included in the regions Long Range Plan. The remaining projects on the list are projects identified in the Corradino study, but have not been submitted for inclusion in the Long Range Plan.

Work has started on the next Long Range Plan which will include projects through the year 2030. The Long Range Plan contains projects which cumulatively total a maximum of \$100,000,000. This means that a large number of the projects identified in the table will not be included in the next Long Range Plan due to the cap set for the document.

Of interest to Troy would be the following projects:

**Rochester Road, N. of Long Lake Rd. (Trinway) to South Boulevard** – this project received support from Troy staff

**Livernois Road, Square Lake to Hamlin** – this project received support from Troy staff and Rochester Hills staff

**Quarton Road, Woodward Ave. (M-1) to Adams Road** – while this project does not lie within the City of Troy, it definitely impacts traffic along Big Beaver within the City of Troy. Troy staff provided support for this important project, while Birmingham opposed the project based on the impacts the construction of the project would have on their community.

**Livernois Road, I-75 to Wattles Road** – this project was recommended to be put on hold until such a time as the I-75 bridge over Livernois is widened. Without an improved structure over Livernois, the widening to a boulevard section is limited due to the short distance between Big Beaver and the I-75 structure. There is simply not enough room to construct a four-lane boulevard through the intersection, while meeting established design guidelines for safety.

Support from the local community for these projects is important because of the limitations on funding set for the Long Range Plan. With only \$100,000,000 available, numerous projects will not be included and projects without local support will be the first projects removed from consideration for inclusion within the plan.

The meeting was well attended by representatives from the local communities within the I-75 corridor. No additional meeting dates were set, but it is anticipated that several meetings will be held as the I-75 improvements progress.

Also attached to this memo are the formal meeting minutes, attendance list and the revised table corresponding to Attachment "D-1" and "D-2" included in the meeting agenda packet.

# **AGENDA**

## **I-75 CORRIDOR IMPLEMENTATION**

**DATE:** Wednesday – July 18, 2001

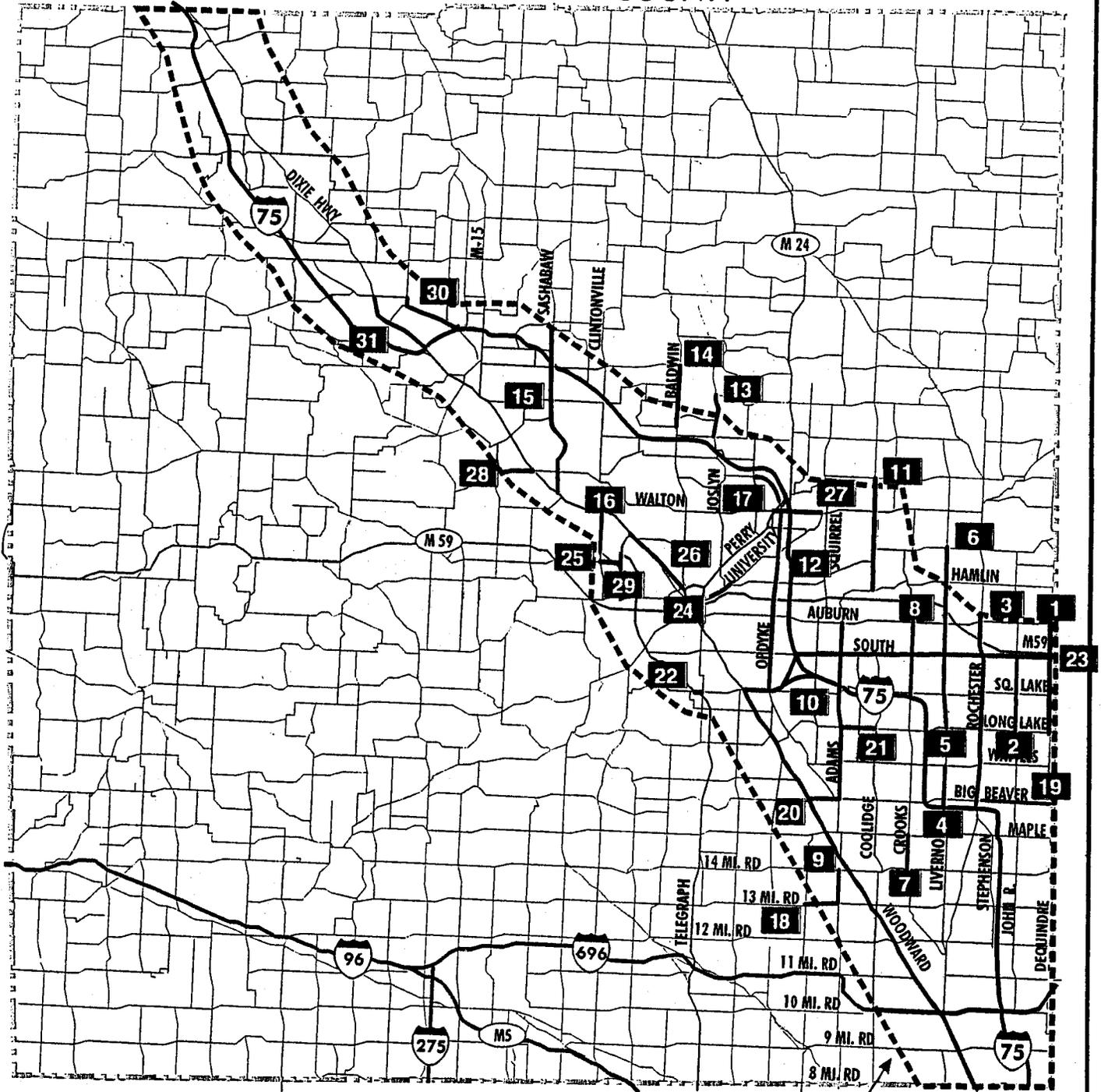
**TIME:** 10:00 AM – Noon

**PLACE:** Troy City Library  
500 West Big Beaver Road

- |       |   |                     |
|-------|---|---------------------|
| I.    | Welcome and Introductions   | Brent Bair          |
| II.   | Explanation of New Understanding with MDOT Regarding Eventual Widening of I-75  | Ken Rogers          |
| III.  | Review of Status of Early Preliminary Engineering (EPE) Study for I-75 Widening   | Ernie Savas         |
| IV.   | Review of Local Road Improvements Identified in Corradino Study   | Brent Bair          |
| V.    | Review of Improvements to "Corradino" Local Roads that are Programmed and Contained in SEMCOG Transportation Improvement Plan (TIP) | Brian Blaesing      |
| VI.   | Review of Improvement to "Corradino" Local Roads that are Identified in SEMCOG 2025 Regional Transportation Plan (RTP)              | Brian Blaesing      |
| VII.  | Review of Planned Improvements to State Trunklines other than I-75 Identified in Corradino Study                                    | Ernie Savas         |
| VIII. | Observations Regarding Impact of Federal Aid Task Force Project Selection Process on I-75 Corridor Projects                         | Brent Bair          |
| IX.   | Identification of Planned Improvements to Local Roads by Communities, that are not Currently in SEMCOG TIP or RTP                   | Community Officials |
| X.    | Summary of Results of the Meeting and Identification of Need for Additional Meeting.  | Brent Bair          |

# ATTACHMENT "A"

## OAKLAND COUNTY



STUDY AREA BOUNDARY

### LEGEND

- Arterial Improvements
- 9 Project Identification



Figure 2-13  
All Arterial Projects

Table 2-1  
Arterial (Non I-75 Roadway) Improvements – 2025  
(Revised June 2000)

	North-South Roads	Limits		Type of Improvement
		From	To	
1	Dequindre	Long Lake	Auburn	Widen to 5 lanes
2	John R Road	Long Lake	South Boulevard	Widen to 5 lanes
3	Rochester Road	North of Big Beaver	Hamlin	Widen to 6 lane boulevard
4	Livernois Road	I-75	Wattles Road	Widen
5	Livernois Road	Long Lake	Square Lake	Widen to 5 lanes
6	Livernois Road	Square Lake	Avon	Widen to 5 lanes
7	Crooks Road	Fourteen-Mile	Maple	Widen to 5 lanes
8	Crooks Road	Square Lake	Auburn	Widen to 4 lane boulevard
9	Greenfield	Thirteen-Mile	14 Mile	Widen to 3 lanes
10	Adams	Big Beaver	Auburn	Widen to 5 lanes
11	Adams	Hamlin	Tienken	Widen to 5 lanes
12	Opdyke	Square Lake	Walton	Widen to 6 lane boulevard
13	Joslyn	Brown	Silver Bell	Widen to 5 lanes
14	Baldwin	Morgan	Waldon	Widen to 5 lanes
15	Sashabaw	Dixie	Clarkston	Widen to 5 lanes
16	Scott Lake	Watkins Lake	U.S. 24/Dixie	Widen to 5 lanes
	<b>East-West Roads</b>			
17	Taylor Road	Gidings Road	M-24	New Road – Extend
18	13 Mile	Greenfield	Southfield	Widen to 5 lanes
19	Big Beaver	Dequindre	Rochester	Widen to 6 lane boulevard
20	Quarton	Woodward	Adams	Widen to 5 lanes
21	Long Lake	Coolidge	Adams	Widen to 5 lanes
22	Square Lake	Telegraph	Franklin	Intersection Improvement
23	South Boulevard	Dequindre	I-75	Widen to 5 lanes
24	S. University Drive	Paddock	MLK	Widen to 5 lanes
25	Pontiac Lake Road	Scott Lake Road	County Center Drive	Widen to 5 lanes
26	Dixie (Oakland)	Telegraph	Woodward	Connector signage/signal timing
27	Walton Boulevard	Perry Street	Squirrel	Widen to 5 lanes
28	Williams Lake Road	Airport	Dixie	Widen to 5 lanes
29	County Center Drive	Pontiac Lake	Telegraph	Widen to 5 lanes
30	Holcomb Road/Bridge Lake Road	Davisburg Road	I-75	Pave 2-lane road
31	Dixie Highway (U.S. 24)	Davisburg Road	I-75	Widen to 5 lanes

Source: The Corradino Group

Table 3-9  
 Cost of Arterial Improvements in Priority Order  
 (Cost in Millions of 2000 Year Dollars)

Priority	Project Identification		From	To	Total Cost	Cumulative Cost
	No.	Project				
A	3	Rochester	North of Big Beaver	Hamlin	\$80.2	\$80.2
B	22	Square Lake	Telegraph	Franklin	0.1	80.3
C	10	Adams	Big Beaver	Auburn	26.3	106.6
D	19	Big Beaver	Dequindre	Rochester	9.8	116.4
E	13	Joslyn	Brown	Silver Bell	7.4	123.8
F	21	Long Lake	Coolidge	Adams	6.5	130.3
G	7	Crooks	14 Mile	Maple	5.4	135.7
H	14	Baldwin	Morgan	Waldon	16.0	151.7
I	27	Walton Boulevard	Perry Street	Squirrel	10.2	161.9
J	8	Crooks	Square Lake	Auburn	24.0	185.9
K	15	Sashabaw	Dixie	Clarkston	42.5	228.4
L	25	Pontiac Lake Road	Scott Lake Road	County Center Drive	6.5	234.9
M	9	Greenfield	13 Mile	14 Mile	3.7	238.6
N	6	Livernois	Square Lake	Avon	34.5	273.1
O	26	Dixie (Oakland)	Telegraph	Woodward	0.4	273.5
P	16	Scott Lake	Watkins Lake	U.S. 24/Dixie	6.4	279.9
Q	31	Dixie Highway (US 24)	Davisburg Road	I-75	11.4	291.3
R	29	County Center Drive	Pontiac Lake	Telegraph	2.7	294.0
S	30	Holcomb/Bridge Lake Rd	Davisburg Road	I-75	3.0	297.0
T	20	Quarton	Woodward	Adams	9.5	306.5
U	11	Adams	Hamlin	Tienken	25.3	331.8
V	5	Livernois	Long Lake	Square Lake	7.5	339.3
W	1	Dequindre	Long Lake	Auburn	21.9	361.2
X	28	Williams Lake	Airport	Dixie	9.0	370.2
Y	23	South	Dequindre	I-75	56.9	427.1
Z	12	Opdyke	Square Lake	Walton	70.0	497.1
AA	4	Livernois	I-75	Wattles Road	6.4	503.5
AB	18	13 Mile	Greenfield	Southfield	6.0	509.5
AC	2	John R	Long Lake	South Boulevard	18.9	528.4
AD	24	S. University Drive	Paddock	MLK	6.2	534.6
AE	17	Taylor	Gidings Road	M-24	5.2	539.8
		<b>TOTALS</b>			<b>\$539.8</b>	<b>\$539.8</b>

Source: The Corradino Group

Arterial Roadway Improvements included in I-75 Study

Project	From	To	Total Cost (millions)	Cumulative Cost (millions)	Improvement	Jurisdiction	Status
Walton Blvd.	Perry St.	Squirrel Rd.	\$10.2	\$10.2	Widen to 5 lanes	RCOC	PE-2000, ROW-2003
13 Mile Rd.	Southfield Rd.	Greenfield Rd.	\$6.0	\$30.6	Widen to 5 lanes	Southfield Beverly Hills	PE-2001
Dixie Hwy. (US-24)	Davisburg Rd.	I-75	\$11.4	\$21.6	Widen to 5 lanes	RCOC	CON-2001
Holcomb/Bridge Lake Rd.	Davisburg Rd.	I-75	\$3.0	\$24.6	Pave 2 lane road	RCOC	CON-2001
Taylor Rd.	Giddings Rd.	M-24	\$5.2	\$35.8	New Road	Auburn Hills	CON-2001
Big Beaver Rd.	Rochester Rd.	Dequindre Rd.	\$9.8	\$73.1	Widen to 6 lane blvd.	RCOC	PE-2002, ROW-2003, CON-2004
Livernois Rd.	Long Lake Rd.	Square Lake Rd.	\$7.5	\$80.6	Widen to 5 lanes	RCOC	PE-2002
Dequindre Rd.	Long Lake Rd.	Auburn Rd.	\$21.9	\$102.5	Widen to 5 lanes	RCOC	PE-2002
John R Rd.	Long Lake Rd.	South Blvd.	\$18.9	\$121.4	Widen to 5 lanes	RCOC	PE-2002
S. University Dr.	Paddock St.	Martin Luther King Blvd.	\$6.2	\$127.6	Widen to 5 lanes	Pontiac	ROW-2002
Rochester Rd.	N. of Big Beaver (Torpey)	N. of Long Lake Rd. (Trinway)	\$27.5	\$63.3	Widen to 6 lane blvd.	Troy	CON-2002
Sashabaw Rd.	Maybee Rd.	I-75	\$9.2	\$136.8	Widen to 5 lanes	RCOC	CON-2002
Crooks Rd.	Square Lake Rd.	Auburn Rd.	\$24.0	\$160.8	Widen to 4 lane blvd.	RCOC	CON-2003
Adams Rd.	South Blvd.	Auburn Rd.	\$5.0	\$165.8	Widen to 5 lanes	RCOC	In 2025 Long Range Plan
Long Lake Rd.	Adams Rd.	Coollidge Hwy.	\$6.5	\$172.3	Widen to 5 lanes	RCOC	In 2025 Long Range Plan
Crooks Rd.	14 Mile Rd.	Elmwood Ave.	\$5.4	\$177.7	Widen to 5 lanes	RCOC	In 2025 Long Range Plan
Baldwin Rd.	Morgan Rd.	Walton Rd.	\$16.0	\$193.7	Widen to 5 lanes	RCOC	In 2025 Long Range Plan
Sashabaw Rd.	Dixie Hwy.	Walton Blvd.	\$4.6	\$198.3	Widen to 5 lanes	RCOC	In 2025 Long Range Plan
Pontiac Lake Rd.	Scott Lake Rd.	County Center Dr.	\$6.5	\$204.8	Widen to 5 lanes	RCOC	In 2025 Long Range Plan
Livernois Rd.	Hamilin Rd.	Avon Rd.	\$8.2	\$213.0	Widen to 5 lanes	RCOC	In 2025 Long Range Plan
Adams Rd.	Hamilin Rd.	Avon Rd.	\$9.0	\$222.0	Widen to 5 lanes	RCOC	In 2025 Long Range Plan
Adams Rd.	Avon Rd.	Powderhorn	\$11.9	\$233.9	Widen to 5 lanes	RCOC	In 2025 Long Range Plan
Williams Lake Rd.	Airport Rd.	Dixie Hwy.	\$9.0	\$242.9	Widen to 5 lanes	RCOC	In 2025 Long Range Plan
Rochester Rd.	N. of Long Lake Rd. (Trinway)	South Blvd.	\$25.5	\$268.4	Widen to 6 lane blvd.	Troy	Not in TIP or Long Range Plan
Rochester Rd.	South Blvd.	S. of M-59	\$4.9	\$273.3	Widen to 6 lane blvd.	RCOC	Not in TIP or Long Range Plan
Adams Rd.	Big Beaver Rd.	South Blvd.	\$21.3	\$294.6	Widen to 5 lanes	RCOC	Not in TIP or Long Range Plan
Joslyn Rd.	Brown Rd.	Silverbell Rd.	\$7.4	\$302.0	Widen to 5 lanes	RCOC	Not in TIP or Long Range Plan
Sashabaw Rd.	Walton Blvd.	Maybee Rd.	\$24.5	\$326.5	Widen to 5 lanes	RCOC	Not in TIP or Long Range Plan

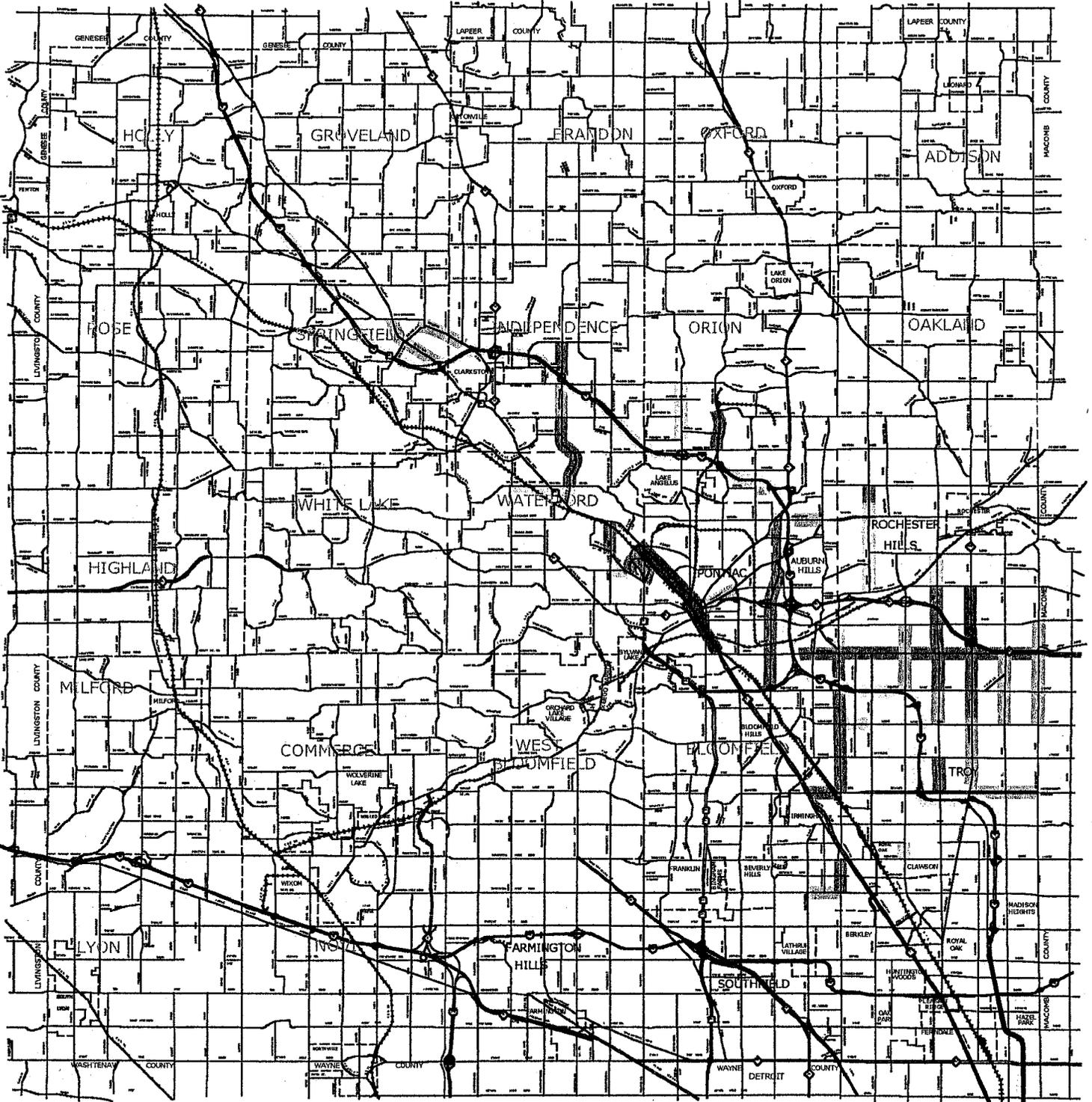
Arterial Roadway Improvements included in I-75 Study

Project	From	To	Total Cost (millions)	Cumulative Cost (millions)	Improvement	Jurisdiction	Status
Sashabaw Rd.	I-75	Clarkston Rd.	\$4.2	\$330.7	Widen to 5 lanes	RCOC	Not in TIP or Long Range Plan
Greenfield Rd.	13 Mile Rd.	14 Mile Rd.	\$3.7	\$334.4	Widen to 3 lanes	RCOC	Not in TIP or Long Range Plan
Livernois Rd.	Square Lake Rd.	Hamilin Rd.	\$26.3	\$360.7	Widen to 5 lanes	RCOC	Not in TIP or Long Range Plan
Scott Lake Rd.	Watkins Lake Rd.	US-24/Dixie Hwy.	\$6.4	\$367.1	Widen to 5 lanes	RCOC	Not in TIP or Long Range Plan
County Center Dr.	Pontiac Lake Rd.	Telegraph Rd. (US-24)	\$2.7	\$369.8	Widen to 5 lanes	RCOC	Not in TIP or Long Range Plan
Quarton Rd.	Woodward Ave. (M-1)	Adams Rd.	\$9.5	\$379.3	Widen to 5 lanes	RCOC	Not in TIP or Long Range Plan
Adams Rd.	Powderhorn	Tienken Rd.	\$4.4	\$383.7	Widen to 5 lanes	RCOC	Not in TIP or Long Range Plan
South Blvd.	I-75	Dequindre Rd.	\$56.9	\$440.6	Widen to 5 lanes	RCOC	Not in TIP or Long Range Plan
Opdyke Rd.	Square Lake Rd.	Walton Blvd.	\$70.0	\$510.6	Widen to 6 lane Blvd.	RCOC	Not in TIP or Long Range Plan
Livernois Rd.	I-75	Wattles Rd.	\$6.4	\$517.0	Widen to 4 lane Blvd.	RCOC	Not in TIP or Long Range Plan
Rochester Rd.	S. of M-59	Hamilin Rd.	\$22.3	\$539.3	Widen to 6 lane Blvd.	MDOT	Defer to MDOT
Square Lake Rd.	Telegraph Rd. (US-24)	Franklin Rd.	\$0.1	\$539.4	Signal/Intersection	MDOT	Defer to MDOT
Dixie (Oakland)	Telegraph Rd. (US-24)	Woodward Ave. (M-1)	\$0.4	\$539.8	Signal/Intersection	MDOT	Defer to MDOT

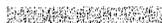


# OAKLAND COUNTY, MICHIGAN

# I-75 CORRIDOR IMPROVEMENTS



## LEGEND

-  I-75
-  2000 - 2004 TRANSPORTATION IMPROVEMENT PROGRAM (TIP)
-  2005 LONG RANGE PLAN (LRP)
-  NOT IN TIP OR LRP
-  DEFERRED TO MICHIGAN DEPARTMENT OF TRANSPORTATION

# I-75 CORRIDOR IMPLEMENTATION TEAM

RECEIVED BY

JUL 25 2001

JULY 18, 2001 MEETING  
MINUTES

ENGINEERING

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The first meeting of the I-75 Corridor Implementation Team was held on July 18, 2001 in the city of Troy Public Library. Fourteen cities, villages, and townships were invited, along with officials from Oakland County, SEMCOG, TIA, MDOT, Corradino Group, and RCOC. The list of attendees is attached.

Following introductions, Brent Bair (RCOC Managing Director) stated that the purpose of the meeting was to organize all the players in the I-75 Corridor Study into an Implementation Team to pursue construction of the identified projects.

Ernie Savas of MDOT was then called on, and he stated that the I-75 improvements were now in the EPE stage: a 24-month effort starting this fall for which MDOT has provided \$3 million. At this time, construction funds have yet to be identified. However, the construction phase will be placed in the regional, long-range plan and the TIP in the near future.

Ken Rogers of Oakland County then explained the verbal agreement made with MDOT Director Greg Rosine in June. The state work on I-75 will not be tie-barred to completion of the local road projects; both will move ahead independently. We will involve MDOT in our local road planning and keep them informed of our progress. He reminded everyone of the importance of these road improvements to our continued economic growth.

The list of projects from the Corradino Study was reviewed by the entire team and confirmation was received on project limits, costs, and local agency commitments to proceed. Some changes were recommended to the projects in the TIP and 2025 Plan; they are reflected in the attached revised list of arterial roads.

Ernie Savas brought us up-to-date on the three MDOT surface road projects. The status of these is now shown on the revised list.

Finally, there was discussion on 16 road segments not in the regional long-range plan. Decisions were made for each one to either put it into the new 2030 Plan if possible, or put it "on hold" where there was not local support. These decisions are reflected in the attached revised list.

Before closing, two communities indicated projects in process which will help move traffic through the corridor: Dutton Road extension from Lapeer Road to Squirrel Road, and the Livernois widening from Wattles to Long Lake Road. In addition, it was mentioned that the MDOT Five-Year Plan has numerous other I-75 improvements which are scheduled and will proceed, although they are not mentioned in the corridor study.

Finally, it was agreed that this group should meet from time to time as necessary to keep the process moving. No dates were set.

# I-75 CORRIDOR IMPLEMENTATION TEAM

JULY 18, 2001 MEETING  
(MINUTES, CONT'D)

## ATTENDEES:

Name	Agency	Phone
Abraham, John	City of Troy	248-524-3387 Ext. 3379
Bair, Brent	R.C.O.C.	248-645-2000 Ext. 2250
Blaesing, Brian	R.C.O.C.	248-645-2000 Ext. 2233
Bryson, Craig	R.C.O.C.	248-645-2000 Ext. 2201
Burdick, Rita	Independence Township	248-625-5111
Cardimen, Frank	T.I.A.	248-334-4791
Carney, David	City of Rochester Hills	248-656-4640
Cole, Dick	City of Royal Oak	248-246-3264
Culpepper, Michael	City of Auburn Hills	248-391-3777
Davis, Paul	City of Rochester Hills	248-656-4640
Doyle, Larry	City of Royal Oak	248-246-3200
Hartman, Jim	The Corradino Group	313-964-1926
Holmberg, Gerald	R.C.O.C.	248-645-2000
Huotari, Bill	City of Troy	248-524-3387
Markus, Tom	City of Birmingham	248-644-1800 Ext. 270
Murphy, Kim	City of Rochester Hills	248-841-2492
Rogers, Ken	Oakland County	248-858-0485
Ross, William	City of Auburn Hills	248-370-9440
Savas, Ernie	M.D.O.T.	248-483-5100
Schroeder, Neall	City of Troy	248-524-3383
Scram, Lance	Bloomfield Township	248-433-7733
Seeterlin, Robert	Waterford Township	248-674-6251
Somerville, Pat	City of Rochester Hills	248-656-4664
Toffolo, Dennis	Oakland County	248-858-0278
Vallad, Denny	Springfield Township	248-625-4802
Wells, Ken	Rowe Incorporated	810-341-7500
Westmoreland, Phil	Orchard, Hiltz & McCliment	248-324-5200
Wresinski, David	M.D.O.T.	517-373-8258

**Arterial Roadway Improvements  
included in I-75 Study**

Project	From	To	Total Cost (millions)	Cumulative Cost (millions)	Improvement	Jurisdiction	Status
Walton Blvd.	Perry St.	Squirrel Rd.	\$10.2	\$10.2	Widen to 5 lanes	RCOC	PE-2000, ROW-2003
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Rochester Rd.	South Blvd.	S. of M-59	\$4.9	\$273.3	Widen to 6 lane blvd.	RCOC	Put into Long Range Plan
Adams Rd.	Big Beaver Rd.	Square Lake Rd.	\$16.0	\$289.3	Widen to 5 lanes	RCOC	On Hold
Adams Rd.	I-75/Square Lake Rd.	South Blvd.	5.3	294.6	Widen to 5 lanes	RCOC	Put into Long Range Plan

**Arterial Roadway Improvements  
Included in I-75 Study**

Project	From	To	Total Cost (millions)	Cumulative Cost (millions)	Improvement	Jurisdiction	Status
Joslyn Rd.	Brown Rd.	Silverbell Rd.	\$7.4	\$302.0	Widen to 5 lanes	RCOC	Put into Long Range Plan
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Opdyke Rd.	Square Lake Rd.	Walton Blvd.	\$70.0	\$510.6	Widen to 6 lane Blvd.	RCOC	Put into Long Range Plan
Livernois Rd.	I-75	Wattles Rd.	\$6.4	\$517.0	Widen to 4 lane Blvd.	RCOC	On Hold
Rochester Rd.	S. of M-59	Hamlin Rd.	\$22.3	\$539.3	Widen to 6 lane Blvd.	MDOT	Put into Long Range Plan
Square Lake Rd.	Telegraph Rd. (US-24)	Franklin Rd.	\$0.1	\$539.4	Signal/Intersection	MDOT	Complete
Dixie (Oakland)	Telegraph Rd. (US-24)	Woodward Ave. (M-1)	\$0.4	\$539.8	Signal Re-timing	MDOT	Put into Long Range Plan



July 31, 2001

TO: MAYOR AND MEMBERS OF CITY COUNCIL

FROM: LORI GRIGG BLUHM, ACTING CITY ATTORNEY

RE: DON CHILDS v. TROY GOLF LLC and CITY OF TROY et. al

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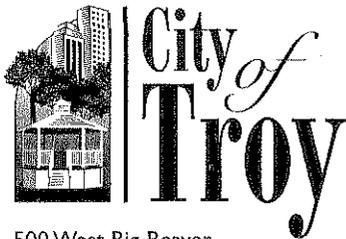
As you are aware, Don Childs Associates Inc. filed a lawsuit against Treadwell Golf Associates, Inc., Doug Treadwell, Featherstone Corporation, Ted Wilson, Troy Golf LLC and the City of Troy. In addition to filing the complaint, Don Childs also obtained temporary injunctive relief, which prohibited the defendants from entering into a contract for the construction of the Section One golf course in the City of Troy. This *ex-parte* temporary injunctive relief order was obtained without input from the defendants, and therefore was valid only until all parties had an opportunity to address the Court.

The Court entertained the arguments of the parties on Wednesday, July 25, 2001. At that time, Don Childs admitted that the construction contract had already been awarded to Troy Golf LLC on June 18, 2001. However, they then amended the request to require the City to award the designer/architect sub-contract to Don Childs Associates.

Under the terms of the contract, Don Childs Associates has the opportunity to competitively bid for the architect/design portion of the contract, subject to final approval of the City of Troy. For this reason, the City was opposed to the grant of injunctive relief. The City was especially opposed to the appointment of a receiver, since it could jeopardize the bonding of the project or could indefinitely delay the project.

On July 26, 2001, Judge Kuhn ruled in favor of the City of Troy and the remaining defendants, and denied the requested injunctive relief. According to the Court's order, "if plaintiff's bid for the architecture contract is not accepted, then plaintiff may seek monetary damages." Although the City of Troy remains a named party to the lawsuit, Plaintiff's complaints are primarily against Troy Golf LLC, and therefore the City should not be actively involved in the continuation of this contract dispute.

Based on this ruling, the project can now proceed as previously anticipated. If you have any questions concerning the above, please let me know.



July 30, 2001

500 West Big Beaver  
Troy, Michigan 48084  
Fax: (248) 524-0851  
[www.ci.troy.mi.us](http://www.ci.troy.mi.us)

Mr. Randy Cleghorn  
2067 Orpington  
Troy, Michigan 48083

Area code (248)

Assessing  
524-3311

Bldg. Inspections  
524-3344

Bldg. Maintenance  
524-3368

City Clerk  
524-3316

City Manager  
524-3330

Community Affairs  
524-1147

Engineering  
524-3383

Finance  
524-3411

Fire-Administration  
524-3419

Human Resources  
524-3339

Information Services  
619-7279

Law  
524-3320

Library  
524-3545

Parks & Recreation  
524-3484

Planning  
524-3364

Police-Administration  
524-3443

Public Works  
524-3370

Purchasing  
524-3338

Real Estate & Development  
524-3498

Treasurer  
524-3334

General Information  
524-3300

Dear Mr. Cleghorn:

As per our discussion at the last City Council meeting, I am enclosing a brochure describing the steps involved in the "Neighborhood Traffic Harmonization Program." This program is designed to assess traffic concerns in neighborhoods and apply incremental levels of remedial action to help solve the concerns. This program will involve cooperative effort between City staff and the residents throughout.

After reviewing this brochure, please discuss the traffic concerns with your neighbors. We would be glad to arrange a meeting of Orpington residents to discuss all details of the program and get the program started.

Thank you for your concern for safe and efficient traffic in Troy. If you need more information, please do not hesitate to contact me at 248-524-3379, or email me at [abrahamjk@ci.troy.mi.us](mailto:abrahamjk@ci.troy.mi.us).

Sincerely,

John K. Abraham, Ph.D., P.E.  
Traffic Engineer

JKA/ln

Enclosure

cc: Gary A Shripka, Assistant City Manager/Services  
Steven J. Vandette, City Engineer

## ENGINEERING

In conjunction with the other components discussed above, the City staff will conduct a complete engineering review of the neighborhood. The review will include consideration of placing new or modifying existing traffic controls.

## **P** HASE III - CONSTRUCTION

Phase III involves the installation of actual physical control devices in the roadway. These devices are designed to make it less comfortable for the motorist to speed and/or inhibit cut through traffic. But they are expensive and involve a measure of liability to the City and may impact the ability of emergency services to respond to the area, potentially resulting in an elevated level of risk to the residents. So it is extremely important that these devices only be installed after exhausting the alternatives provided in Phase I and II. There are specific criteria for the installation of each type of device, and their use is determined by traffic engineering analysis.

The devices include: speed humps, traffic circles, slow points, and entrance/ exit barriers. Once the Core Group and City staff have determined a plan for physical devices, it is presented to residents at a community meeting. Input from the residents is incorporated into the plan. Neighborhood support is absolutely essential during the entire process, even more so if physical traffic control devices are to be installed.

The cost to install physical traffic control devices will be borne by the neighborhood, shared by way of the City's Special Assessment District procedures. Support for installation must be by petition of at least 70% of residents in the effected area. After petitions have been received and verified, the City Council will be notified of the recommended project. Implementation of the plan is based on acceptance by City Council. Following this

approval step, the device(s) will be designed, bids taken and constructed.

### **How do we get started?**

1. Identify traffic concerns in your neighborhood.
2. Discuss possible solutions with your neighbors or the neighborhood association.
3. Fill out the attached "Traffic Information Survey" Form and mail to the City's Traffic Engineering Services Division.
4. Attend the Informational Meeting to hear more about the Neighborhood Traffic Harmonization Program.
5. Form a Core Group of residents who will be advocates for the safety improvements.

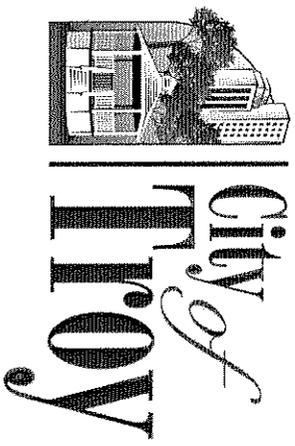
### **Is the Program successful?**

This type of program has proven successful in many communities that are very similar to Troy.

### **Let's begin....**

We want to work with you and your neighbors to make your neighborhood streets safer. Please take the first step in achieving this by filling out the enclosed Traffic Information Survey providing us with your concerns and indicating what solutions you feel would be appropriate for your neighborhood.

*The City takes its role in solving traffic concerns very seriously, yet the ultimate burden of safety rests on you, the motorist in the City of Troy. We will respond to every traffic concern you may have. Since we receive in excess of 1500 traffic concerns per year, we may not be able to investigate your request as quickly as we would like to. We appreciate your patience and understanding in this matter.*



## **NEIGHBORHOOD TRAFFIC HARMONIZATION PROGRAM**

### **INFORMATION BROCHURE**

**TRAFFIC ENGINEERING DIVISION  
TROY POLICE DEPARTMENT  
500 W. BIG BEAVER ROAD  
TROY, MI 48083**

**[www.ci.troy.mi.us](http://www.ci.troy.mi.us)  
PHONE: (248) 524 3379  
(248) 524 3432  
FAX: (248) 524 1838**

**e-mail: [abrahamjk@ci.troy.mi.us](mailto:abrahamjk@ci.troy.mi.us)  
[rossmanrj@ci.troy.mi.us](mailto:rossmanrj@ci.troy.mi.us)**

# Troy Neighborhood Traffic Harmonization Program

## INFORMATION BROCHURE

What is the Troy Neighborhood Traffic Harmonization Program?

The Troy Neighborhood Traffic Harmonization Program was created to address neighborhood traffic safety concerns while enabling citizens and/or community groups to become actively involved in the improvement process. This program allows City staff and the community to work together to create safe and pleasant conditions in our residential areas for motorists, bicyclists, pedestrians and residents.

What types of issues can the program address?

- Accidents
- Speeding
- Pedestrian safety
- Cut-through traffic
- Sight distance

How does the program work?

The program is divided into three phases that must occur in order.

## **P**HASE I - INFORMATIONAL MEETING / PROBLEM IDENTIFICATION

Phase I identifies the problem, provides for a complete explanation of the Program, gains the support of a Core Group of residents, and collects data in the form of speed studies and field review.

Residents with a traffic safety concern can contact the City at the numbers/e-mail provided in this brochure. In return they receive a Traffic Information Survey Form.

You are requested to discuss traffic concerns with your neighbors and/or the neighborhood association. If there is interest, the City will host an informational meeting and present the program.

From the informational meeting, a group of residents or Core Group will be formed to work with the City to gather information. Speed studies will be performed at locations identified by the residents. In addition, traffic counts will be taken and other operational areas will be studied. All of the data gathering will be done in partnership; City employees and resident volunteers working together. This information, jointly collected, will establish base data from which Phase II and Phase III of the program will stem.

## **P**HASE II - PROBLEM SOLVING

Phase II is the development of a plan combining elements of educational, enforcement and engineering measures. Based on the specific findings of the field review, a plan will be agreed upon. Past enforcement activities in the City have found that most violations of traffic ordinances within a residential area are the residents of that area. Therefore, much of the following activities will be directed towards friends and neighbors.

## **E**DUCATION

Three educational programs are currently proposed. City staff and the Core Group will determine the extent to which each will be used. They are:

### **A. THE NEIGHBORHOOD TRAFFIC SAFETY CAMPAIGN**

This involves the distribution of brochures describing techniques that pedestrians and parents can use to help address speeding issues and to become better aware of their driving habits.

### **B. USE OF THE SMART TRAILER (Speed Monitoring Awareness Radar Trailer)**

This program consists of a portable, unmanned trailer equipped with radar speed detection equipment. The unit obtains speeds of oncoming vehicles and displays them on a digital display board visible to the passing motorist. The intent is to show motorists their actual travel speed. The program can be combined with the Troy Police Department enforcement activity.

### **C. THE OWNERSHIP LETTER CAMPAIGN**

This program involves citizens collecting speed data for vehicles in their neighborhood with City Staff assistance. After recording the speed and vehicle information, the City obtains the registered owner's name and address through Michigan's Secretary of State's system. City staff then sends letters to these motorists explaining the community's desire for a safe neighborhood and encouraging them to drive 25 mph. This program actively involves citizens in addressing the speeding concerns in their neighborhood.

## **ENFORCEMENT**

The enforcement plan includes the selective enforcement of specific traffic controls and vehicle movements by our Police Department. Following current practice, the Core Group identifies specific time periods and locations that the Police Officials can target for specific ordinance enforcement (i.e. speeding, disobeying stop signs, improper parking, etc.)

Once these measures are taken, the effectiveness is monitored and a re-evaluation of the location is completed. If the measures prove to be effective and the speeding problem is reduced to an acceptable level, the Core Group will notify the neighborhood of their success and encourage the continuation of safe driving. If, however, these measures prove ineffective, the location then qualifies for consideration of Phase III of the program.

## Westwood Park Homeowners Association

July 27, 2001

Mayor Pryor  
City of Troy  
Troy Civic Center  
Troy, MI 48084

Dear Mayor Pryor:

The Troy Times dated July 26, contained an article regarding the potential construction of a skateboarding park on the southwest corner of Livernois and Troy Center. Which is very close to the southern part of our subdivision.

The Board of our homeowners association has discussed this proposal and we wish to advise you that we are strongly against the construction of such a facility. We are very concerned about the noise that will emanate from the children and the skateboards and we are even more concerned about locating a child-oriented facility on such a busy street as Livernois. We feel the children could be placed at risk either getting to or leaving the facility as well as the time they spend waiting for their time to use the facility.

Our Board strongly suggests that the City seek another location for the facility, further away from Livernois and the Westwood Park subdivision. The City has a large amount of property near the Water Park and library, which could provide a safer environment and also permit more adequate adult supervisions which will not be possible at the site mentioned in the article.

We sincerely hope the city will reconsider the proposed location for the skate boarding facility.

Sincerely,

Stephen G. Schnell  
President  
Westwood Park Homeowners Association

CC: City Council Members (e-mail)

DATE: July 31, 2001

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: John Szerlag, City Manager  
Gary Shripka, Assistant City Manager / Services  
Doug Smith, Real Estate and Development Director  
Mark F. Miller, Interim Planning Director

SUBJECT: TROY SPORTS CENTER / HOUSING FOR THE ELDERLY - UPDATE  
North of Big Beaver Road, West of John R. Road – Section 23

In response to a question from Councilwomen Schilling: On June 26, 1995, the City Council rezoned the Bostick Property to B-2 Community Business District and R-EC Residential Elder Care District. Subsequently, on February 12, 1996, a smaller pair of lots were rezoned to the B-2 classification. These rezoning requests were typical and no specific conditions were required related to a time table for development. No consent judgement controls the property.

As everyone is aware, the Troy Sports Center and the associated commercial uses are fully developed. The R-EC Zoned area north of the recreation and commercial uses is vacant. In addition, the Planning Department has not received any applications for the development approval for the R-EC area. The private market will control whether the vacant area will be developed as housing for the elderly or one family residential. In short, City Management cannot foresee when the vacant area will be petitioned for development approval or when construction will occur.

/dav

cc: Mark Stimac, Building & Zoning Director  
File/Z-615  
File/Correspondence