



TROY CITY COUNCIL

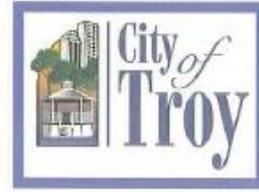
REGULAR MEETING

AGENDA

DECEMBER 14, 2015
CONVENING AT 7:30 P.M.

Submitted By
The City Manager

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



TO: The Honorable Mayor and City Council
Troy, Michigan

FROM: Brian Kischnick, City Manager

SUBJECT: Background Information and Reports

Ladies and Gentlemen:

This booklet provides a summary of the many reports, communications and recommendations that accompany your agenda. Also included are suggested or requested resolutions and/or ordinances for your consideration and possible adoption.

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

As always, we are happy to provide such added information as your deliberations may require.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "B. Kischnick".

Brian Kischnick, City Manager

2015/2016

TOP 10 STRATEGIES

Adopted by City Council 3/9/2015

'Why'

We believe a strong community embraces diversity, promotes innovation, and encourages collaboration. We strive to lead by example within the region. We do this because we want everyone to choose Troy as their community for life. We believe in doing government the best.

1

Improve and invest in our assets, both people and infrastructure

Define our organizational culture

2

3

Consistently tell our story

Create a sense of place

4

5

Embrace a sustainable Library

Implement a Trails and Pathways Plan and increase walkability

6

7

Maintain strong Public Safety

Improve interaction online and in-person

8

9

Modernize wayfinding opportunities

Celebrate diversity

10



CITY COUNCIL AGENDA

December 14, 2015 – 7:30 PM
Council Chambers
City Hall - 500 West Big Beaver
Troy, Michigan 48084
(248) 524-3317

INVOCATION: Pastor Tom Lancaster from Woodside Bible Church **1**

PLEDGE OF ALLEGIANCE: **1**

A. CALL TO ORDER: **1**

B. ROLL CALL: **1**

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

C-1 Service Commendation from the Troy City Council to City of Troy Recreation Department Employees John Baranski and Tim McClain for Implementing Emergency Procedures and Utilizing the AED to Save the Life of a Troy Resident Who Collapsed from Sudden Cardiac Arrest *(Presented by: Mayor Dane Slater)* 1

D. CARRYOVER ITEMS: **1**

D-1 No Carryover Items 1

E. PUBLIC HEARINGS: **1**

E-1 No Public Hearings 1

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Q. COMMENTS ON ITEMS ON OR NOT ON THE AGENDA FROM MEMBERS OF THE PUBLIC OUTSIDE OF TROY (NOT RESIDENTS OF TROY AND NOT FROM TROY BUSINESSES): 10

R. CLOSED SESSION: 10

R-1	No Closed Session	10
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S. ADJOURNMENT: 10

2016 CITY COUNCIL/STAFF RETREAT: 11

February 26, 2016 at 5:00 PM	Kresge Foundation, 3215 W. Big Beaver.....	11
February 27, 2016 at 8:30 AM	Walsh College, Barry Center, 3838 Livernois	11

2016 SCHEDULED SPECIAL CITY COUNCIL MEETINGS: 11

January 11, 2016	Special Study Session – Troy Public Library Tour.....	11
January 25, 2016	Joint Meeting–Troy City Council/Troy Downtown Development Authority	11
February 22, 2016	Liquor Violation Hearings	11
March 14, 2016	Liquor Violation Hearings.....	11
April 18, 2016	Joint Meeting–Troy City Council/Troy Chamber	11
April 21, 2016	Special Study Session – Budget Discussions	11
April 25, 2016	Special Study Session – Budget Discussions	11
August 8, 2016	Joint Meeting–Troy City Council/Troy School Board	11
October 24, 2016	Joint Meeting–Troy City Council/Troy Planning Commission ...	11

2016 SCHEDULED REGULAR CITY COUNCIL MEETINGS: 11

January 11, 2016	Regular Meeting.....	11
January 25, 2016	Regular Meeting.....	11
February 8, 2016	Regular Meeting	11
February 22, 2016	Regular Meeting	11
March 14, 2016	Regular Meeting	11
March 21, 2016	Regular Meeting	11

April 4, 2016	Regular Meeting	11
April 18, 2016	Regular Meeting	11
May 9, 2016	Regular Meeting	11
May 23, 2016	Regular Meeting	11
June 13, 2016	Regular Meeting	11
June 27, 2016	Regular Meeting	11
July 11, 2016	Regular Meeting	11
July 25, 2016	Regular Meeting	11
August 8, 2016	Regular Meeting	11
August 22, 2016	Regular Meeting	11
September 19, 2016	Regular Meeting	11
September 26, 2016	Regular Meeting	11
October 10, 2016	Regular Meeting	11
October 24, 2016	Regular Meeting	11
November 14, 2016	Regular Meeting	11
November 21, 2016	Regular Meeting	11
December 5, 2016	Regular Meeting	11
December 19, 2016	Regular Meeting	11

INVOCATION: Pastor Tom Lancaster from Woodside Bible Church

PLEDGE OF ALLEGIANCE:

A. CALL TO ORDER:

B. ROLL CALL:

- a) Mayor Dane Slater
Edna Abraham
Ethan Baker
Jim Campbell
Dave Henderson
Ellen Hodorek
Ed Pennington

- b) Excuse Absent Council Members:

Suggested Resolution

Resolution #2015-12-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of _____ at the Regular City Council Meeting of December 14, 2015, due to _____.

Yes:

No:

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

- C-1** Service Commendation from the Troy City Council to City of Troy Recreation Department Employees John Baranski and Tim McClain for Implementing Emergency Procedures and Utilizing the AED to Save the Life of a Troy Resident Who Collapsed from Sudden Cardiac Arrest *(Presented by: Mayor Dane Slater)*

D. CARRYOVER ITEMS:

- D-1** No Carryover Items

E. PUBLIC HEARINGS:

- E-1** No Public Hearings

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

In accordance with the Rules of Procedure for the City Council, Article 17 – Members of the Public and Visitors:

Any person not a member of the City Council may address the Council with recognition of the Chair, after clearly stating the nature of his/her inquiry or comment. *City Council requests that if you do have a question or concern, to bring it to the attention of the appropriate department(s) whenever possible. If you feel that the matter has not been resolved satisfactorily, you are encouraged to bring it to the attention of the City Manager, and if still not resolved satisfactorily, to the Mayor and Council.*

- Petitioners shall be given a fifteen (15) minute presentation time that may be extended with the majority consent of City Council.
- Any member of the public, not a petitioner of an item, shall be allowed to speak for up to three (3) minutes to address any Public Hearing item.
- Any Troy resident or Troy business representative, not a petitioner of an item, shall be allowed to speak for up to three (3) minutes total to address Postponed, Regular Business, Consent Agenda or Study items or any other item on the Agenda as permitted under the Open Meetings Act during the *Public Comment for Items On the Agenda from Troy Residents and Businesses* portion of the Agenda.
- Any Troy resident or Troy business representative, not a petitioner of an item, shall be allowed to speak for up to three (3) minutes to address any topic not on the Agenda as permitted under the Open Meetings Act during the *Public Comment for Items Not on the Agenda from Troy Residents and Businesses* portion of the Agenda.
- Any member of the public who is not a Troy resident or Troy business representative shall be allowed to speak for up to three (3) minutes to address any topic on or not on the Agenda as permitted under the Open Meetings Act during the *Comments for Items On or Not On the Agenda from Members of the Public Outside of Troy (Not Residents of Troy and Not From Troy Businesses)* portion of the Agenda.
- All members of the public who wish to address the Council at a meeting shall be allowed to speak only if they have signed up to speak within thirty minutes before or within fifteen minutes after the meeting's start time. Signing up to speak requires each speaker provide his or her name and residency status (Troy resident, non-resident, or Troy business owner). If the speaker is addressing an Item (or Items) that appear on the pre-printed agenda, then the speaker shall also identify each such agenda item number(s) to be addressed.
- City Council may waive the requirements of this section by a majority vote of the City Council members.
- Agenda items that are related to topics where there is significant public input anticipated should initiate the scheduling of a Special meeting for that specific purpose.

The following has been approved by Troy City Council as a statement of the rules of decorum for City Council meetings. The Mayor will also provide a verbal notification of these rules prior to Public Comment:

The audience should be aware that all comments are to be directed to the Council rather than to City Administration or the audience. Anyone who wishes to address the Council is required to sign up to speak within thirty minutes before or within fifteen minutes of the start of the

meeting. There are three Public Comment portions of the Agenda. For Items On the Agenda, Troy Residents and Business Owners can sign up to address Postponed, Regular Business, Consent Agenda, or Study items or any other item on the Agenda. Troy Residents and Business Owners can sign up to address all other topics under Items Not on the Agenda. All Speakers who do not live in Troy or own a Troy business may sign up to speak during the Comments on Items On and Not On the Agenda from Members of the Public Outside of Troy. Also, there is a timer on the City Council table in front of the Mayor that turns yellow when there is one minute of speaker time remaining, and turns red when the speaker's time is up. In order to make the meeting more orderly and out of respect, please do not clap during the meeting, and please do not use expletives or make derogatory or disparaging comments about any one person or group. If you do so, then there may be immediate consequences, including having the microphone turned off, being asked to leave the meeting, and/or the deletion of speaker comments for any re-broadcast of the meeting. Speakers should also be careful to avoid saying anything that would subject them to civil liability, such as slander and defamation.

Please avoid these consequences and voluntarily assist us in maintaining the decorum befitting this great City.

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

H. POSTPONED ITEMS:

H-1 No Postponed Items

I. REGULAR BUSINESS:

I-1 Board and Committee Appointments: a) Mayoral Appointments – Downtown Development Authority, Planning Commission; b) City Council Appointments – None

a) Mayoral Appointments: None

Suggested Resolution
Resolution #2015-12-
Moved by
Seconded by

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

Downtown Development Authority
Appointed by Mayor
13 Regular Members
4 Year Term

Term Expires: 9/30/2019

Barbara Knight

At Large

Term currently held by: Barbara Knight

Planning Commission

Appointed by Mayor
9 Regular Members
3 Year Term

Term Expires: 12/31/2018

Michael Hutson

Term currently held by: Michael Hutson

Term Expires: 12/31/2018

Philip Sanzica

Term currently held by: Philip Sanzica

Term Expires: 12/31/2018

John Tagle

Term currently held by: John Tagle

Yes:

No:

b) City Council Appointments: None

I-2 Board and Committee Nominations: a) Mayoral Nominations – None; b) City Council Nominations – Animal Control Appeal Board, Charter Revision Committee, Employee Retirement System Board of Trustees / Retiree Health Care Benefits Plan & Trust, Personnel Board, Southeast Michigan Council of Governments

a) Mayoral Nominations: None

b) City Council Nominations:

Suggested Resolution

Resolution #2015-12-

Moved by

Seconded by

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

Animal Control Appeal Board

Appointed by Council
5 Regular Members
3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 2
Carolan	Patrick	6/17/2015	9/30/2016	
Floch	Patrick	9/28/2015	9/30/2018	
Petrulis	Al	6/16/2017	9/30/2018	ACAB exp 9/30/2018; Hist Dist Comm exp 3/1/2017; Traffic Comm exp 1/31/2017
Saeger	Jayne	10/15/2016	9/30/2017	
Vacancy			9/30/2017	P. Terry Knight (deceased)

Nominations to the Animal Control Appeal Board:

Unexpired Term Expiring: 9/30/2017

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

Interested Applicants:

No applications on file.

Charter Revision Committee

Appointed by Council
7 Regular Members
3 Year Term

Current Members:

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

Nominations to the Charter Revision Committee:

Term Expires: 4/30/2018

Term currently held by: Maryann Bernardi

Term Expires: 4/30/2018

Term currently held by: Daniel Bliss

Term Expires: 4/30/2018

Term currently held by: William Weisgerber

Interested Applicants:

No applicants on file.

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

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

Current Members:

Last name	First name	App Res Expire	Appointment Expire	Notes 1
Calice	Mark	9/6/2014	12/31/2015	Council Appointed Citizen
Darling	Thomas			Chapter 10
Gordon II	Thomas	9/17/2015	12/31/2016	DB-Employee Rep. - Elected
Henderson	Dave		4/15/2018	
Kischnick	Brian			Chapter 10
Pallotta	Steven		12/31/2017	DC Employee Rep. - Elected
Stansbury	Milt	11/29/2013	12/31/2015	DC Employee Rep. - Elected
Vacancy			12/31/2016	DB Ex-Officio Retiree Rep. - Council Appointed Ex-Officio (Bill Need resigned 9/9/2015)

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

Unexpired Term Expiring: 12/31/2016

Term currently held by: William Need-Resigned

Term Expiring: 12/31/2018

Council Appointed Citizen

Term currently held by: Mark Calice

Interested Applicants:

No DB retiree applicants on file.

Personnel Board

Appointed by Council
5 Regular Members
3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 2
Abraham	Edna	8/15/2013	4/30/2018	Resigned 11/8/2015
Baughman	Deborah	2/22/2013	4/30/2017	
Knight	P. Terry	1/15/2016	4/30/2018	(Deceased)
New	Lorraine	5/1/2017	4/30/2018	
Rosenberg	Michael	4/19/2015	4/30/2017	

Nominations to the Personnel Board:

Unexpired Term Expiring: 4/30/2018

Term currently held by: Edna Abraham (Resigned)

Unexpired Term Expiring: 4/30/2018

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

Interested Applicants:

No applications on file.

Southeastern Michigan Council of Governments (SEMCOG)

Appointed by Council
 1 Regular and 1 Alternate
 Appointed Every Odd-Year Election

Term Expires: 11/10/2017

(Delegate)

Term currently held by: James Campbell

Term Expires: 11/10/2017

(Alternate)

Term currently held by: Mark Miller

Yes:

No:

I-3 No Closed Session Requested

**I-4 Pass Thru Agreement Between SMART and Troy Regarding Transit Center FTA Grant
 (Introduced by: Brian Kischnick, City Manager, and Lori Grigg Bluhm, City Attorney)**

Suggested Resolution

Resolution #2015-12-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **APPROVES** the attached Suburban Mobility Authority For Regional Transportation and City of Troy Pass Through Agreement For Troy Multi-Modal Transit Center, and **AUTHORIZES** the Mayor and City Clerk to execute the agreement on behalf of the City of Troy.

Yes:

No:

J. CONSENT AGENDA:

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

Suggested Resolution

Resolution #2015-12-

Moved by

Seconded by

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

Yes:

No:

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

J-2 Approval of City Council Minutes

Suggested Resolution

Resolution #2015-12-

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

- a) City Council Minutes-Draft – December 7, 2015

J-3 Proposed City of Troy Proclamations: None Submitted

J-4 Standard Purchasing Resolutions: None Submitted

J-5 Fireworks Permit – DMC Children’s Hospital

Suggested Resolution

Resolution #2015-12-

RESOLVED, That Troy City Council hereby **ISSUES** a fireworks permit to Ace Pyro, LLC of Manchester, Michigan, for the public display of fireworks at 500 W Big Beaver Rd., for the DMC Children’s Hospital grand opening event at 350 W. Big Beaver Rd., Troy, Michigan, on Saturday

January 9, 2016; pending proof of required insurance coverage no later than ten (10) business days before the event.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Troy Fire Department to inspect in advance the fireworks to be displayed, review the proposed discharge location(s) and site and may take any action to assure safety and compliance with applicable codes and standards for such a fireworks display.

J-6 Agreement for Temporary Construction and Permanent Easement for DTE Ariel Substation on Doyle Drive, North of the Transit Center

Suggested Resolution

Resolution #2015-12-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **APPROVES** the attached Temporary Easement Agreement between the City of Troy and DTE Energy, and **AUTHORIZES** the Mayor and City Clerk to execute the Temporary Easement Agreement on behalf of the City.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** the attached permanent Easement Agreement between the City of Troy and DTE Energy, and **AUTHORIZES** the Mayor and City Clerk to execute the Easement Agreement on behalf of the City.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings: None Submitted

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

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

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

N. COUNCIL REFERRALS:

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

N-1 No Council Referrals

O. COUNCIL COMMENTS:

O-1 No Council Comments Advanced

P. REPORTS:

P-1 Minutes – Boards and Committees:

- a) Animal Control Appeal Board-Final – March 25, 2015
 - b) Civil Service Commission (Act 78)-Final – October 29, 2015
 - c) Building Code Board of Appeals-Final – November 2, 2015
 - d) Planning Commission-Final – November 10, 2015
 - e) Building Code Board of Appeals-Final – November 18, 2015
 - f) Animal Control Appeal Board-Draft – December 2, 2015
 - g) Building Code Board of Appeals-Draft – December 2, 2015
 - h) Civil Service Commission (Act 78)-Draft – December 3, 2015
-

P-2 Department Reports:

- a) 2015/2016 Strategies Update
-

P-3 Letters of Appreciation:

- a) To Paul Evans from Laurence McKenny Regarding Assistance with Zoning Compliance
 - b) To Kathy Czarnecki, Mitch Grusnick and Paul Evans Regarding Assistance with Variance Request
 - c) To Aileen Dickson, Cindy Stewart and City of Troy Staff from CARE House of Oakland County Regarding Donations for their Caring for Holiday Wishes Program
-

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

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

R-1 No Closed Session

S. ADJOURNMENT:

Respectfully submitted,



Brian Kischnick, City Manager

2016 CITY COUNCIL/STAFF RETREAT:

February 26, 2016 at 5:00 PM Kresge Foundation, 3215 W. Big Beaver
February 27, 2016 at 8:30 AMWalsh College, Barry Center, 3838 Livernois

2016 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

January 11, 2016Special Study Session – Troy Public Library Tour
January 25, 2016 Joint Meeting–Troy City Council/Troy Downtown Development Authority
February 22, 2016..... Liquor Violation Hearings
March 14, 2016 Liquor Violation Hearings
April 18, 2016..... Joint Meeting–Troy City Council/Troy Chamber
April 21, 2016..... Special Study Session – Budget Discussions
April 25, 2016..... Special Study Session – Budget Discussions
August 8, 2016..... Joint Meeting–Troy City Council/Troy School Board
October 24, 2016 Joint Meeting–Troy City Council/Troy Planning Commission

2016 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

January 11, 2016 Regular Meeting
January 25, 2016 Regular Meeting
February 8, 2016..... Regular Meeting
February 22, 2016..... Regular Meeting
March 14, 2016 Regular Meeting
March 21, 2016 Regular Meeting
April 4, 2016 Regular Meeting
April 18, 2016 Regular Meeting
May 9, 2016 Regular Meeting
May 23, 2016 Regular Meeting
June 13, 2016 Regular Meeting
June 27, 2016 Regular Meeting
July 11, 2016..... Regular Meeting
July 25, 2016..... Regular Meeting
August 8, 2016..... Regular Meeting
August 22, 2016..... Regular Meeting
September 19, 2016 Regular Meeting
September 26, 2016 Regular Meeting
October 10, 2016 Regular Meeting
October 24, 2016 Regular Meeting
November 14, 2016 Regular Meeting
November 21, 2016 Regular Meeting
December 5, 2016 Regular Meeting
December 19, 2016 Regular Meeting



CITY COUNCIL ACTION REPORT

December 9, 2015

TO: Honorable Mayor and Troy City Council Members

FROM: Brian Kischnick, City Manager
Lori Grigg Bluhm, City Attorney

SUBJECT: Pass Thru Agreement Between SMART and Troy Regarding Transit Center FTA Grant

History

In 2010, SMART was designated as the grantee of the \$1,300,000 Federal Transit Authority (FTA) appropriation secured by Congressman Peters. SMART is an eligible FTA grantee, but the City is not, so in a collaborative partnership, SMART agreed to accept the appropriation on behalf of the Multi-Modal Transit Center project. MDOT also agreed to provide \$300,000 in a funding match. This is in addition to construction dollars received through an FRA (Federal Rail Administration) grant.

When the adverse Court of Appeals decision made it necessary to file a condemnation lawsuit to re-acquire the Transit Center parcel, the City worked with SMART to request FTA repurpose the appropriation to allow it to be used for land acquisition purposes. Since that time, the condemnation case has been finalized and the City paid the judgment amounts to Grand Sakwa earlier this fall. In order for the City to receive reimbursement for the money paid for the land re-acquisition, SMART requires a pass-thru agreement which must be approved by the FTA. On Wednesday, December 9, 2015, SMART forwarded us a proposed Pass-Thru Agreement. City Administration worked quickly with SMART to clarify some of the provisions in the Agreement, and recommends the approval of the attached Pass-Thru Agreement, which incorporates these clarifications.

Essentially, the Pass-Thru Agreement requires the City to comply with all federal regulations and rules before receiving federal funds. Additionally, the Agreement clearly recognizes that SMART has not assumed any responsibility or liability for the Transit Center project, but as an eligible recipient for FTA funding, SMART is acting as a conduit for the federal money on behalf of the Transit Center project. The Agreement also sets forth the right of SMART to use the Transit Center parcel for its purposes.

Recommendation

City Administration recommends that City Council approve the attached Pass-Thru Agreement between the City of Troy and SMART, and authorizes the Mayor and City Clerk to execute the document on behalf of the City.

**SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION AND
CITY OF TROY PASS-THROUGH AGREEMENT FOR TROY MULTI-MODAL
TRANSIT CENTER**

THIS AGREEMENT is made and entered into this ____ day of _____, 2015 by and between the Suburban Mobility Authority for Regional Transportation, (hereinafter SMART) an instrumentality of the State of Michigan established pursuant to 1967 PA 204, MCL 124.401 et seq. (Act 204); whose address is 535 Griswold Street, Suite 600, Detroit, MI 48226 and the City of Troy (hereinafter CITY or Sub-recipient) a municipal corporation whose address is 500 W. Big Beaver, Troy, MI 48084. CITY and SMART are collectively referred to as PARTIES.

RECITALS

WHEREAS, SMART, pursuant to Act 204, has been vested with the authority to acquire, plan, construct, operate, and maintain transportation systems and facilities within its jurisdiction; and

WHEREAS, State, Local and Federal authorities have designated SMART as the Federal Transit Administration's (hereinafter FTA) direct grant recipient within SMART's jurisdiction; and

WHEREAS, the PARTIES along with the Michigan Department of Transportation (hereinafter MDOT) identified a need to upgrade and replace the existing Amtrak station, and construct a new Multi Modal Transit Center (hereinafter TRANSIT CENTER) in order to increase the station's passenger utilization and to bring local surface transit modes together into a common passenger transfer facility; and

WHEREAS, on October 11, 2011, CITY entered into a contract with MDOT for the construction of the Transit Center using federal funding pursuant to the Federal Railroad Administration's High-Speed Intercity Passenger Rail program in the amount of \$8,485,212 through the American Recovery and Reinvestment Act of 2009 (ARRA). The Transit Center is now completed; (A copy of the Deed is attached hereto as Exhibit A); and

WHEREAS, as a result of an adverse ruling at the Michigan Court of Appeals, CITY was required to initiate condemnation proceedings to re-acquire ownership of the land on which TRANSIT CENTER was situated, as well as, an access easement over Doyle Drive; and

WHEREAS, CITY is within SMART's jurisdiction and has obtained preliminary approval of Federal Grant number MI-04-0084 in the amount of \$1,300,000.00 administered by the FTA, which was matched by \$325,000 in State of Michigan funds, as administered by

MDOT, for a total of \$1,625,000 (hereinafter referred to as GRANT) and SMART has agreed to pass through this money to the CITY for the purposes and in the manner and amounts recited herein; and

WHEREAS, in consideration of SMART's facilitation of CITY's funding from the Grant, CITY has agreed to provide SMART access to and use of, the TRANSIT CENTER, drives, curb cuts, shelters and other amenities for purposes of providing transportation services to the public consistent with SMART's mission, including but not limited to fixed route service; and

WHEREAS, as a result of CITY's initiated condemnation action, legal title to the TRANSIT CENTER parcel vested with CITY as of July 10, 2014 after CITY's payment of the estimated just compensation for the property; and

WHEREAS, as a result of a mutual acceptance of a case evaluation award, the Court entered an Order finalizing the condemnation action on September 14, 2015, after CITY's payment of the agreed upon just compensation for the property; and

WHEREAS, this Agreement will provide a mechanism for CITY to receive the agreed upon grant funds designated for the CITY, and will memorialize CITY's use of those funds as required by FTA and MDOT; and

WHEREAS, at this time the FTA and MDOT have given preliminary approval for the use of the GRANT to acquire the property interests necessary for the public use of this TRANSIT CENTER, including acquisition of title to the real estate, acquisition of a non-exclusive easement over Doyle Drive for ingress and egress to the TRANSIT CENTER, attorney fees and costs incident to CITY's real estate acquisition, together with facility access ways and amenities thereto from the City of Birmingham to the TRANSIT CENTER facility in Troy (hereinafter referred to as TRANSIT CENTER PROJECT or PROJECT).

NOW THEREFORE, in consideration of the mutual promises herein, the adequacy and sufficiency of which is hereby acknowledged, the PARTIES agree as follows:

1. PURPOSE

a. SMART will act as the Recipient of GRANT for use by CITY for the TRANSIT CENTER PROJECT. SMART will pass-through to Sub-recipient, this funding for use as described below by CITY. SMART does not guarantee the availability of any funding, and shall not be held liable for the unavailability of any such funding for any reason. Notwithstanding anything to the contrary contained in this Agreement, SMART shall not be liable to CITY, without limitation, for any monies other than those which SMART actually receives as recipient for the TRANSIT CENTER PROJECT, pursuant to this Agreement, nor shall it be liable to CITY for any breach of this Agreement.

b. SMART is not and shall not be held liable for any funding delays and if any funding expected to be made available for the TRANSIT CENTER is later reduced or eliminated, SMART will in its sole discretion, pass through the funding at the reduced level without any liability to CITY whatsoever. Should it be determined that any funding provided by SMART to CITY under this Agreement shall be refunded to any funding source, CITY shall be liable for the entire refund amount, and shall repay SMART on demand so that SMART can repay the funding source in a timely manner.

c. CITY will use GRANT for three (3) purposes only:

(i) to acquire unencumbered fee title and free of all liens to the real estate on which TRANSIT CENTER is situated, and which is located in the City of Troy, County of Oakland, and State of Michigan as more fully described in Exhibit A.

(ii) to acquire a perpetual non-exclusive easement for ingress and egress on, over, through and across the main boulevard driveway connecting Coolidge Road and Maple Road, now known as Doyle Drive, as the same may be modified or relocated from time to time, on the parcels situated in the City of Troy, County of Oakland, State of Michigan, as more fully described in Exhibit B, and hereinafter referred to as the "Easement"; and,

(iii) to defray the cost of the following land acquisition expenses which may be incurred by the CITY, including but not limited to reasonable and necessary fees for the Property Owner's condemnation counsel, the CITY's land acquisition counsel, court costs, and land acquisition expert fees, provided that such expenses meet the criteria set forth in Office of Management and Budget Circular A-87, FTA Circular 4220.1F, FTA Circular 5010.1D, and any other applicable state and Federal Acquisition Regulations or SMART Policy, each of which are incorporated herein by reference as if the same were repeated in full herein. It is further agreed that if any expense of the CITY fails to comport with the terms of the grant application and awarded GRANT, or with any applicable State or Federal law, regulation or requirement, then that expense shall not be reimbursed from GRANT.

d. The CITY will be entitled to use a maximum of \$1,475,000 of the GRANT in payment of the aforementioned expenses set forth in Paragraphs 1c (i)-(iii). The PARTIES agree that SMART will use the balance of the GRANT in the amount of \$150,000 to construct access ways and amenities from the City of Birmingham to the TRANSIT CENTER located in Troy. The PARTIES understand and agree that any amounts needed to purchase unencumbered fee title to the Property, perpetual use of the Easement and full payment of the land acquisition counsel, costs and, land acquisition expert costs, exceeding the GRANT of \$1,475,000, if any, shall be borne by the CITY only.

e. PARTIES agree that CITY's use of its share of the GRANT is contingent upon: the United States Department of Labor approving the repurposing of the GRANT requested by the PARTIES in their joint letter to the FTA dated September 23, 2013; FTA concurrence with the Federal Railroad Administrations (FRA) finding of 'No Significant Impact' dated September 5, 2011, for the construction of the TRANSIT CENTER; and, the FTA's determination that the land acquisition activity requested by SMART under MI-04-0084 is a categorical exclusion under 23 CFR 771.118(c)(6) and that pre-award authority was established November 26, 2013, for SMART and the CITY, as SMART's Sub-recipient, to incur costs associated with the acquisition of real property for the purposes of completing the TRANSIT CENTER.

2. PROPERTY ACQUISITION AND REIMBURSEMENT

a. CITY agrees to pay any and all costs necessary to acquire unencumbered fee title to the TRANSIT CENTER property and a non-exclusive perpetual use of the Easement for use by the PARTIES. SMART agrees to pass through to CITY the GRANT funds for land acquisition expenses properly submitted and payable. All land acquisition expenses exceeding the amount of the GRANT will be borne by CITY.

b. The PARTIES agree that the CITY's Land Acquisition Expenses will be met by contributions from the Federal and State governments under this Agreement up to a maximum of \$1,475,000 total. SMART will disburse the CITY's portion of the GRANT to the CITY in the manner specified below on a reimbursement basis, only after the CITY has provided evidence final payment has been made and unencumbered fee title has vested with the CITY, and a perpetual non-exclusive use of the Easement has vested in the CITY. All Land Acquisition Expenses exceeding the \$1,475,000 GRANT will be borne by the CITY.

c. The reimbursements identified in 2b will be made by SMART based upon invoices presented to it by the CITY detailing actual costs by the CITY and/or its consultants as well as evidence of payment and/or other supporting documentation by the CITY. The CITY will assure that it and all of its subcontractors have complied with all applicable State and Federal laws and regulations including the provisions of FTA Circular 4220.1F, FTA Circular 5010.1D, 49 USC 5333, the Uniform Assistance and Real Property Relocation Act, being 49 CFR Part 24 inclusive. Reimbursement for costs incurred by the CITY is subject to review and approval by SMART and FTA.

d. CITY will submit along with each invoice, as identified in Section 2(c), a project billing summary showing actual PROJECT costs to date. The CITY agrees that the costs reported to SMART for this Agreement will represent only those items that are properly chargeable in accordance with this Contract and the Grant terms.

e. In the event that CITY is unable or fails to appropriate sufficient funds and/or fails to pay the necessary costs and expenses as contemplated in this Agreement, then CITY shall return all

Grant funds which it may have received pursuant to this Agreement, if any, to SMART upon demand by SMART.

f. CITY agrees that SMART has no obligation to fund CITY's Land Acquisition Expenses contemplated by this Agreement if for any reason GRANT funds are not made available to SMART by FTA or MDOT.

3. CITY OF BIRMINGHAM IMPROVEMENTS

a. The FTA and MDOT have determined that \$150,000 of the GRANT shall be used by SMART to construct access ways and amenities from the City of Birmingham to the TRANSIT CENTER. SMART shall construct these improvements only after the CITY has obtained unencumbered fee title to the Property and the perpetual Easement for ingress and egress.

b. SMART has no obligation to provide funding for the Birmingham amenities and access ways except as available from the GRANT. The PARTIES acknowledge it is SMART's obligation to assure \$150,000 is reserved for and shall only be applied to the Birmingham improvements.

4. INSURANCE AND MAINTENANCE

a. CITY currently insures the Transit Center Property against all losses and liability claims. CITY will continue such insurance coverage and will insure its entire ownership interest against all losses and liability claims (hereinafter the insurance) in the parameters set forth in Exhibit C. At all times, the CITY shall maintain said insurance while this Agreement is operative.

b. CITY currently maintains and cares for the TRANSIT CENTER including the structures on the Property and the developed and undeveloped lands. CITY shall continue all appropriate maintenance and care of the TRANSIT CENTER, Property and Easement exclusive of any contribution from SMART, in a manner that preserves and enables the use of said premises as a TRANSIT CENTER from the date this Agreement is fully executed and for the succeeding thirty (30) years.

5. TRANSIT CENTER USE

a. CITY hereby warrants that in consideration of SMART facilitating the CITY's use of up to \$1,475,000 of the Grant funds for land acquisition expenses as described above, the Transit Center Facility shall continue to be used as a public transit center for the succeeding thirty (30) years. After thirty (30) years, if the Property and Easement are no longer needed for transit purposes, the CITY shall seek and obtain FTA concurrence in the disposal of the Property and Easement, as well as in the use of all sales proceeds generated from any FTA approved sale and otherwise shall comply with the requirements of 49 CFR Part 24, Cir. 5010.1D and all applicable Federal laws. Further, so long as the Property is used as a transit center, the PARTIES agree that SMART shall be entitled to use the premises at no charge to provide transportation services to

the public as is consistent with SMART's ongoing objectives and purposes. The PARTIES agree that SMART may operate fixed route services through the TRANSIT CENTER as community demand and SMART policy may justify. Additionally, SMART will be permitted appropriate signage at the TRANSIT CENTER, on the shelters and the right of first refusal for advertising within the facility building. CITY may not use SMART logos, indicia or other SMART material without the prior written approval of SMART.

b. In the event the CITY fails or breaches the provisions of this Agreement, or if the CITY impairs or prevents SMART's ability to use the Transit Center Facility, then the CITY must pay SMART on demand for all losses incurred by SMART and/or imposed by the FTA, including without limitation, the cost of paying all FTA demands for return of the Grant proceeds, cost of paying all demands by MDOT for return of the matching funds, loss of ridership revenues, loss of advertising revenues, loss of Grant opportunities arising from the breach, SMART's attorney fees and costs and any other damages allowed by law or equity.

If there is a dispute between the PARTIES as to whether SMART use of the TRANSIT CENTER has been impaired or prevented, either party may request the issue be arbitrated. If the PARTIES cannot agree to a single neutral arbitrator, then each party shall select their own arbitrator and those two arbitrators shall select a neutral third arbitrator. If a neutral third arbitrator cannot be agreed to the matter shall be submitted to the American Arbitration Association who shall assign a third impartial arbitrator. In all events, the arbitration shall proceed according to American Arbitration Association rules unless both parties agree to a modification.

6. AUDIT AND RECORD RETENTION

a. CITY will establish and maintain accurate records of all expenses incurred for which payment is sought or made under this Agreement, in accordance with generally accepted government accounting principles.

b. CITY will maintain all of its records for at least six (6) years from the date of final payment made to the CITY by SMART under this Agreement. In the event of a dispute with regard to the allowable expenses or any other issue under this Agreement, CITY will thereafter continue to maintain the records at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired, or until the end of the six (6) year period, whichever is later.

c. SMART, MDOT, FTA, the U.S. Department of Transportation, and the Comptroller General of the United States, and their authorized representatives shall have access to and the right to inspect, copy, and/or audit the records, at any reasonable time after giving reasonable notice. In connection with such audit and inspection activities, the CITY shall afford SMART, MDOT, FTA, the U.S. Department of Transportation, and the Comptroller General of the United States, and their authorized representatives, access to all records and the opportunity to interview the

CITY's employees concerning any matter relating to this Agreement, and adequate and appropriate workspace.

d. The PARTIES shall at all times comply with applicable Federal, State and local laws and regulations without limitation, including those relative to audit requirements.

7. THIRD PARTY BENEFICIARIES AND INDEMNITY

a. This contract is by and between SMART and CITY. It does not, nor is it intended to create any rights to third parties or anyone not a signatory to this Agreement.

b. Notwithstanding any other provision in this Agreement, CITY shall indemnify, defend and hold harmless SMART, its officers, agents, employees and members of its Board of Directors from any and all claims, losses and damages, including costs and attorney fees occurring or resulting from any act, omission, or negligence of or chargeable to CITY, their officers, agents, employees, subcontractors, successors and/or assigns arising out of and pursuant to this agreement. This provision is independent of any insurance requirements contained herein.

8. NONDISCRIMINATION

a. By executing this Agreement, CITY agrees to comply with all of the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in the attached Appendix "A" (and designated as "Contractor" in Appendix "A") dated August 1985; for purposes of Appendix A, "CITY" and "Contractor" shall be interchangeable. The CITY further covenants that it will comply with the Civil Rights Act of 1964, as amended, and the Regulations of the Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix "B", dated June 2011, attached hereto and made a part hereof. The CITY will require similar covenants on the part of any contractor or subcontractor employed in the performance of the PROJECT for which this Agreement is made.

b. CITY will carry out the applicable requirements of SMART's DBE program and in accordance with 1980 PA 278, MCL 423.321 et seq. the CITY in the performance of this Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the State of Michigan and the Department of Labor, of employers who have been found in contempt of court by a Federal Court of Appeals, on not less than three (3) occasions involving different violations during the preceding seven (7) years, for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. SMART may void this Agreement if the CITY or a subcontractor, manufacturer or supplier utilized by the CITY in the performance of this Agreement, appears in said register during the performance period of this Agreement.

9. CHANGES

All changes in the scope or character of the PROJECT or in the cost, terms of reimbursement, or terms of this Contract will be by written amendment to this contract signed by duly authorized representatives of the PARTIES and subject to the approval of FTA.

10. TERMINATION

In the event the CITY fails to complete any part of the PROJECT in a manner satisfactory to SMART, or if the CITY breaches any terms of this Agreement, then SMART may terminate this Contract for cause. If SMART terminates this contract for cause, SMART will not reimburse the CITY for any PROJECT costs. SMART will provide the CITY written notice of such termination and allow fourteen (14) days for the CITY to cure any defects identified. In the event SMART elects to terminate for cause, SMART will be entitled to pursue whatever remedy is available to it, including, but not limited to, withholding funds or off-setting against funds owed to the CITY under this contract, as well as under any other existing or future contract(s) between the CITY and SMART. This provision shall not limit SMART's ability to seek redress for all losses it may incur as a result of the CITY's breach of this Agreement.

11. SEVERABILITY

If any part of this Agreement is determined to be invalid, illegal, or unenforceable, such determination will not affect the validity, legality, or enforceability of any other part of this Contract, and the remaining parts of this Contract will be enforced as if such invalid, illegal, or unenforceable part were not contained herein.

12. TERM

- a. This Agreement will be in effect from the date of its execution through the Thirtieth (30th) year after the date on which this agreement was executed.
- b. The CITY must make final request for reimbursement pursuant to the provisions of Paragraph 2 above, as soon as practicable after all of the following occurs: 1) the CITY secures unencumbered fee title to the Property and the perpetual Easement of ingress and egress; 2) the CITY pays the full just compensation, attorney fees and expenses Ordered by the Trial Court to be paid to the property owner; 3) all appeals of the CITY's UCPA proceeding are exhausted. If the PARTIES hereto agree to any changes or extension(s) of this Contract, such extension(s) and changes must be approved by FTA in writing in order to become effective. Upon FTA approval and authorization, a written amendment may be issued by SMART. The terms and conditions of the change and/or extension will be set forth in the amendment. Any such change and/or extension will not operate as a waiver by SMART of any of its rights set forth herein.

13. PROHIBITION AGAINST ASSIGNMENT, SALE OR LEASE

a. The CITY will retain and not sell, convey, lease, sublet, dispose of, assign its rights to or abandon the TRANSIT CENTER, the Property or Easement without the prior written approval of SMART. Notwithstanding any such approval, the assignment will not relieve CITY of its obligations under this agreement.

b. When the TRANSIT CENTER is no longer needed for a transit purpose, then the CITY shall notify SMART and request disposition instructions from the FTA pursuant to FTA Circular 5010.1D. If the CITY breaches the provisions of this paragraph, in addition to the indemnity provision set forth in Paragraph 7 above, the CITY shall also assume all liability for and shall indemnify and hold SMART harmless from and against all of its losses, including without limitation, repayment of all Grant funds, penalties, interest and costs requested or required by the FTA and MDOT, as well as payment of all of SMART's actual attorney fees and costs, incurred as a result of the CITY's breach, whether such fees be incurred prior, subsequent or incident to litigation.

14. APPLICATION OF FEDERAL LAW

a. As Sub-recipient, CITY shall comply with all applicable federal laws, regulations, executive orders, circulars, rules, policies, procedures, and directives, whether or not expressly set forth in this agreement, including but not limited to the following, which are incorporated into and made a part hereof: FTA Circular 4220.1F and FTA Circular 5010.1D. The Master Agreement dated October 1, 2014 between FTA and SMART, and all future amendments thereto (hereinafter collectively referred to as MASTER AGREEMENT), are incorporated by reference and made a part of this Agreement. Sub-recipient agrees to be subject to the terms and conditions of the Master Agreement that are applicable to a Recipient, all amendments to the Master Agreement, as well as any financial assistance agreements between SMART and FTA. CITY shall be subject to 49 CFR Part 18 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments), and all Certifications and Assurances for FTA grants and cooperative agreements, as updated annually.

b. CITY and SMART agree that federal requirements, including federal laws, regulations, policies, certifications and assurances, circulars and related administrative practices, may change or be subject to amendment, and that the changed requirements will apply to the PROJECT and this Agreement, as necessary. CITY will include this provision in all subcontracts it finances with Grant funds relating to the PROJECT.

15. AWARD

This Agreement shall become binding on the PARTIES upon its execution by the duly authorized official(s) for the CITY and SMART; and the adoption of a Resolution approving said Agreement and authorizing the signatures thereto of the respective official(s) of the CITY and SMART, a certified copy of such Resolution(s) shall be attached to this Agreement.

16. MISCELLANEOUS PROVISIONS

- a. Nothing in this Agreement shall require the CITY to observe, comply, or do any other thing in contravention of a state, local or federal law.
- b. The CITY agrees to notify SMART of any event which may have significant potential impact on the land acquisition progress, direction, control or cost.

17. ENTIRE CONTRACT

This Contract constitutes the entire agreement between the PARTIES with respect to the PROJECT. All prior contracts, agreements, and understandings between the PARTIES with respect to the PROJECT are subsumed within this Agreement. Except as otherwise provided in this Agreement, no change in, modification to, or amendment to this Agreement will be of any force or effect unless it is in writing, dated, and signed by the duly authorized representatives of the PARTIES.

CITY OF TROY:

SUBURBAN MOBILITY AUTHORITY
FOR REGIONAL TRANSPORTATION:

BY: _____
Dane Slater, Mayor

BY: _____
John C. Hertel, General Manager

BY: _____
Aileen Bittner, City Clerk

Rev. Dr. Chuck Sonquist, Representative of First United Methodist Church performed the Invocation. The Pledge of Allegiance to the Flag was led by the Schroeder Elementary School Students and Members of the Pretty Shields from the Three Fires Longhouse.

A. CALL TO ORDER:

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

B. ROLL CALL:

- a) Mayor Dane Slater
- Edna Abraham
- Ethan Baker
- Jim Campbell
- Dave Henderson
- Ellen Hodorek
- Ed Pennington

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 Fred Barnard Book Presentation to City Council (*Introduced by: Cindy Stewart, Community Affairs Director*) (*Presented by: Fred Barnard*)

C-2 Audit Presentation (*Presented by: Tom Darling, Financial Services Director*)

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:

E-1 Community Development Block Grant (CDBG) 2016 Application (*Introduced by: Cindy Stewart, Community Affairs Director*)

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

Resolution #2015-12-154
Moved by Pennington
Seconded by Abraham

WHEREAS, Oakland County is preparing an Annual Action Plan to meet application requirements for the Community Development Block Grant (CDBG) program, and other Community Planning and Development (CPD) programs; and,

WHEREAS, Oakland County has requested CDBG-eligible projects from participating communities for inclusion in the Action Plan; and,

WHEREAS, The City of Troy has duly advertised and conducted a public hearing on December 7, 2015 for the purpose of receiving public comments regarding the proposed use of PY 2016 Community Development Block Grant (CDBG) funds in the approximate amount of \$140,123.00; and,

WHEREAS, The City of Troy found that the following projects meet the federal objectives of the CDBG program and are prioritized by the community as high priority need:

Account Number	Project Name	Amount
172170-731619	Remove Architectural Barriers	\$ 75,586.00
172160-732170	Public Services (Yard Services)	\$ 42,037.00
172160-732021	Tree Planting	\$ 22,500.00

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **AUTHORIZES** City Administration to submit the City of Troy CDBG application to Oakland County for inclusion in Oakland County's Annual Action Plan to the U.S. Department of Housing and Urban Development, and that the Mayor is hereby **AUTHORIZED** to execute all documents, agreements, or contracts which result from this application to Oakland County.

Yes: All-7
No: None

MOTION CARRIED

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

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

H. POSTPONED ITEMS:

H-1 No Postponed Items

I. REGULAR BUSINESS:

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

a) Mayoral Appointments: None

b) City Council Appointments: None

I-2 Board and Committee Nominations: a) Mayoral Nominations – Downtown Development Authority, Planning Commission; b) City Council Nominations – Animal Control Appeal Board, Charter Revision Committee, Employee Retirement

System Board of Trustees / Retiree Health Care Benefits Plan & Trust, Personnel Board, Southeast Michigan Council of Governments

a) Mayoral Nominations:

Resolution #2015-12-155
Moved by Slater
Seconded by Pennington

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

Downtown Development Authority

Appointed by Mayor
13 Regular Members
4 Year Term

Nominations to the Downtown Development Authority:

Term Expires: 9/30/2019

Barbara Knight

At Large

Term currently held by: Barbara Knight

Yes: All-7
No: None

MOTION CARRIED

Resolution #2015-12-156
Moved by Slater
Seconded by Campbell

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

Planning Commission

Appointed by Mayor
9 Regular Members
3 Year Term

Nominations to the Planning Commission:

Term Expires: 12/31/2018

Michael Hutson

Term currently held by: Michael Hutson

Term Expires: 12/31/2018

Philip Sanzica

Term currently held by: Philip Sanzica

Term Expires: 12/31/2018**John Tagle**

Term currently held by: John Tagle

Yes: All-7
 No: None

MOTION CARRIED

b) **City Council Nominations**: City Council took no action on this item.

I-3 No Closed Session Requested**I-4 Revision to the 2016 City Council Meeting Schedule (Introduced by: Cindy Stewart, Community Affairs Director)**

Resolution #2015-12-157
 Moved by Henderson
 Seconded by Hodorek

BE IT FURTHER RESOLVED, That Troy City Council hereby **AMENDS** the 2016 City Council Meeting Schedule to change the first Budget Study Session from Wednesday, April 20, 2016 to Thursday, April 21, 2016. The second Budget Study Session will take place on Monday, April 25, 2016.

Yes: All-7
 No: None

MOTION CARRIED**I-5 Standard Purchasing Resolution 8: Best Value Award – Architectural/Engineering Services for Fire Station #4 (Introduced by: Dave Roberts, Fire Chief, and MaryBeth Murz, Purchasing Manager)**

Resolution #2015-12-158
 Moved by Henderson
 Seconded by Pennington

RESOLVED, That a Contract to provide Architectural/Engineering Services for Fire Station #4 is hereby **AWARDED** to the highest rated proposer, *Redstone Architects, Inc. of Bloomfield Hills, MI*, as a result of a best value process at a not to exceed amount of \$201,042.00 at prices of the bid tabulation opened September 24, 2015, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon consultant's submission of properly executed proposal and contract documents, including Insurance Certificates and all other specified requirements.

Yes: All-7
 No: None

MOTION CARRIED

J. CONSENT AGENDA:

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

Resolution #2015-12-159-J-1a
 Moved by Henderson
 Seconded by Abraham

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

Yes: All-7
 No: None

MOTION CARRIED

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

J-2 Approval of City Council Minutes

Resolution #2015-12-159-J-2

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

- a) Special Joint City Council and Planning Commission Minutes-Draft – November 23, 2015
- b) City Council Minutes-Draft – November 23, 2015

J-3 Proposed City of Troy Proclamations: None Submitted

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 4: Cooperative Contract Awards – MITN Purchasing Cooperative – Cab and Chassis and NJPA – Combination Sewer Cleaning/Jetting Module**

Resolution #2015-12-159-J-4a

RESOLVED, That Troy City Council hereby **APPROVES** contracts to purchase one (1) 2017 Freightliner tandem axle chassis with Vactor prep package to *Wolverine Freightliner-Eastside, Inc. of Mount Clemens, MI*, through the MITN Purchasing Cooperative for the estimated amount of \$105,971.00 and one (1) 2017 Vactor sewer/jetting combination module with a 15-yard debris tank to *Jack Doheny Companies, of Northfield, MI*, through the NJPA Purchasing

Cooperative for the estimated amount of \$282,985.00, for an estimated total cost before trade-in of \$388,956.00.

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

b) Standard Purchasing Resolution 4: Back-up Camera/Crawler for the Existing Sewer and Pipeline Inspection System

Resolution #2015-12-159-J-4b

RESOLVED, That Troy City Council hereby **AWARDS** a contract to purchase one (1) Envirosight RCX90 back-up camera and one (1) RX130 back-up crawler with cable for the existing Pipeline Inspection Camera System for the Public Works Water & Drains Division from *Bell Equipment Company of Lake Orion, MI*, an authorized Envirosight Michigan Dealer, for an estimated total cost of \$45,800.00 as per the NJPA Purchasing Cooperative Contract #022014-EVS and detailed quote; copies of which shall be **ATTACHED** to the original Minutes of this meeting.

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

c) Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Millwork Renovation for the Troy Public Library Story and Craft Room

Resolution #2015-12-159-J-4c

RESOLVED, That Troy City Council hereby **AWARDS** a contract to furnish all equipment, material and labor to install and complete a new millwork renovation for the Troy Public Library Story and Craft Room to the low bidder meeting specifications, *Library Design Associates of Plymouth, MI*, for an estimated total cost of \$20,237.00, as contained in the bid tabulation opened November 19, 2015; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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

d) Standard Purchasing Resolution 4: Award – Macomb County Cooperative Purchasing Agreement – Fleet Vehicles

Resolution #2015-12-159-J-4d

RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase three (3) 2016 Ford Interceptor SUV AWD vehicles for the Police Department and one (1) 2016 Ford Interceptor SUV AWD vehicle for the Fire Department from the low total bidder, *Signature Ford*

Lincoln of Owosso, MI, as per the Macomb County Cooperative Bid, Contract ID numbers (Bid # 12-07, MY2016) for an estimated total cost of \$103,749.00.

e) Standard Purchasing Resolution 4: Award – MiDeal Cooperative Purchasing Agreement – Fleet Vehicles

Resolution #2015-12-159-J-4e

RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase four (4) 2016 Dodge Charger AWD vehicles for the Police Department from the low total bidder, *Bill Snethkamp Dodge of Lansing, Michigan*, as per the MiDeal Cooperative Bid, Contract ID number (Bid # 071B1300010) for an estimated total cost of \$106,840.00.

J-5 Part-Time Job Classifications and Wage Rate Update

Resolution #2015-12-159-J-5

WHEREAS, The Pay Ranges and Job Classifications for part-time employees were last revised in July 2008; and,

WHEREAS, Competitive market forces and organizational changes require updates to job classifications and pay ranges in this plan;

BE IT RESOLVED, That Troy City Council hereby **APPROVES** the January 1, 2016 revisions to the Pay Ranges for Part-time Job Classifications.

J-6 Request for Acceptance of a Permanent Easement for Storm and Surface Drainage from Ashish and Minal A. Manek – Sidwell #88-20-15-102-017

Resolution #2015-12-159-J-6

RESOLVED, That City Council hereby **ACCEPTS** a permanent easement for storm and surface drainage from Ashish Manek and Minal A. Manek, owners of the property having Sidwell #88-20-15-102-017.

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

J-7 Bid Waiver – Printing of Election and Voter Registration Materials

Resolution #2015-12-159-J-7

WHEREAS, Printing Systems, Inc. provides election related supplies and printed materials that comply with State of Michigan standards; and,

WHEREAS, Printing Systems, Inc. has provided the City of Troy with the required materials as a result of the lowest quote and regularly as the only vendor able to provide the materials requested in the quotes; and,

WHEREAS, Printing Systems, Inc. holds the contract for ballot printing and supply kits with the State of Michigan and Oakland County and it is desirable to utilize Printing Systems, Inc. for ballot folding and specialized forms in conjunction with the County procurement;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **WAIVES** formal bidding procedures and **AUTHORIZES** the purchase of printing of election and voter registration materials from *Printing Systems, Inc.* at an estimated cost of \$40,000.00 per fiscal year, contract to expire December 31, 2018.

J-8 Request for Acceptance of a Permanent Easement for Storm and Surface Drainage from Rahul Haria and Dixita Haria – Sidwell #88-20-15-102-018

Resolution #2015-12-159-J-8

RESOLVED, That City Council hereby **ACCEPTS** a permanent easement for storm and surface drainage from Rahul Haria and Dixita R. Haria, owners of the property having Sidwell #88-20-15-102-018.

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

J-09 Bid Waiver – Purchase of LED Holiday Lights for Big Beaver Median

Resolution #2015-12-159-J-9

RESOLVED, That Troy City Council hereby **DEEMS** it to be in the public's best interest to **WAIVE** the competitive bid process.

BE IT RESOLVED, That Troy City Council hereby **AUTHORIZES** the City of Troy to purchase 750 50-light LED with 6" spacing for a total of \$12,372.50 to *Bronner's Commercial Display of Frankenmuth, Michigan.*

J-10 Sale of Equipment – Surplus Fleet Vehicles

Resolution #2015-12-159-J-10

WHEREAS, Huron County Road Commission has expressed an interest in making an outright purchase of two (2) used, tandem axle dump trucks with snow removal equipment; and,

WHEREAS, Based on market survey research for comparable models and given that the City will save the costs of listing, prepping and detailing the vehicles for sale, the fair market value offer for the two (2) vehicles is being recommended;

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council hereby **WAIVES** formal auction procedures and **AUTHORIZES** the City of Troy to sell the two (2) out of service tandem axle dump trucks with snow removal equipment to the Huron County Road Commission for the fair market value of \$30,000.00 with the appropriate transfer of title.

BE IT FINALLY RESOLVED, That Troy City Council hereby **AUTHORIZES** City staff to ensure the appropriate transfer of the vehicle title to Huron County Road Commission.

J-11 Suggested Resolution to Schedule a Special City Council Meeting on Monday, January 11, 2016 at 6:00 PM for the Purpose of Touring the Troy Public Library

Resolution #2015-12-159-J-11

RESOLVED, That Troy City Council hereby **SCHEDULES** a Special Meeting for the purpose of touring the Troy Public Library on Monday, January 11, 2016 at 6:00 PM at the Troy Public Library, 510 W. Big Beaver Road, Troy, MI 48084.

J-12 Bid Waiver – Labor Attorney Fees

Resolution #2015-12-159-J-12

WHEREAS, On March 21, 2005, City Council approved Craig W. Lange & Associates to provide outside labor counsel for the City at the hourly rate of \$155.00. (Resolution# 2005-03-136); and,

WHEREAS, Craig W. Lange & Associates is a legal firm providing specialized professional labor counsel services for the City of Troy and the hourly rate has remained at (or below) the current rate since 2005; and,

WHEREAS, Based on market survey and State reported labor law billing rates no benefit would result to the City to solicit proposals;

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the rate charge of \$160.00 per hour as requested by *Craig W. Lange & Associates*, effective January 1, 2016, and also an annual rate increase not to exceed 3% annually for the next three calendar years (2017, 2018 and 2019); contract year expiring December 31, 2019.

J-13 AT&T Data Communications Contracts

Resolution #2015-12-159-J-13

NOW THEREFORE, BE IT RESOLVED, That the Troy City Council **DEEMS** it is in the City's best interest to enter into a three year contract with AT&T to provide ASE data communication services, for an approximate monthly cost of \$4,550.

BE IT FURTHER RESOLVED, That Troy City Council **DEEMS** it is also in the City's best interest to enter into temporary contracts with AT&T to continue the existing DS-3 and DS-1

services until the ASE contract and services can be implemented, for an approximate monthly cost of \$6,245.

BE IT FINALLY RESOLVED, That Troy City Council **AUTHORIZES** City Administration to execute all documents on behalf of the City in order to facilitate the contractual relationship with AT&T for data communication services, as set forth above.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings: None Submitted

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

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

James Savage	Spoke about dancing events at the Troy Community Center
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M. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT:

N. COUNCIL REFERRALS:

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

N-1 No Council Referrals

O. COUNCIL COMMENTS:

O-1 Council Comments

Council Member Abraham announced upcoming events at the Troy Public Library.

Mayor Slater commented on the 74th Pearl Harbor Day. He thanked all of those who have served our country in the military.

Mayor Slater requested consensus from City Council in regards to moving the City of Troy up to platinum membership status with the Troy Chamber of Commerce. There was a consensus of City Council to request that the City Manager pay the platinum membership fee to the Troy Chamber of Commerce.

P. REPORTS:

P-1 Minutes – Boards and Committees:

- a) Traffic Committee-Final – October 21, 2015
 - b) Planning Commission-Draft – November 10, 2015
 - c) Building Code Board of Appeals-Draft – November 18, 2015
Noted and Filed
-

P-2 Department Reports:

- a) Building Department Activity Report – November, 2015
Noted and Filed
-

P-3 Letters of Appreciation:

- a) To Mayor Slater from Carol and Dave Prindle Regarding Professional and Well Trained Employees at the Troy Community Center Responding to an Emergency Situation
 - b) To Mayor Slater from Michael Kazyak, Chairperson, Avondale Youth Assistance, Expressing Appreciation for Program Sponsorship by the City of Troy
Noted and Filed
-

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

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

R. CLOSED SESSION:

R-1 No Closed Session

S. ADJOURNMENT:

The Meeting **ADJOURNED** at 8:40 PM.

Mayor Dane Slater

M. Aileen Dickson, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

Date: December 7, 2015

To: Brian Kischnik, City Manager

From: David Roberts, Fire Chief
R.C. "Chuck" Riesterer, Assistant Fire Chief/Fire Marshal

Subject: Fireworks Permit – DMC Children's Hospital

Ace Pyro, LLC of Manchester, Michigan, along with The DMC Children's Hospital have submitted a permit application for a public fireworks display to celebrate the grand opening of the new children's hospital. The DMC and Ace Pyro are requesting the Troy City Council grant a permit for a public fireworks display to occur on Saturday January 9, 2016, at approximately 8:30 PM. The applicants are also requesting to use the south end of Town Center Drive, at Civic Center Drive, to set up and discharge the fireworks. This location will accommodate the necessary distances required for the display. Both the Troy Police Department and Troy Streets Department support this proposal.

Legal Considerations

Michigan 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.

Ace Pyro, LLC, therefore, is requesting that City Council grant a permit for a public fireworks display to occur at approximately 75' west of the intersection of Civic Center Drive & Town Center Drive, on the evening of Saturday January 9, 2016. Civic Center Drive at Town Center Drive is the only road closing necessary for this event.

Ace Pyro, LLC, has provided a certificate of liability insurance, and the resident agent is Mr. Drew Espenshade of Manchester, Michigan. The DMC & Ace Pyro, LLC will comply with the requirement to provide insurance, with the City of Troy as an additional named insured, no later than ten (10) business days before the event.

Recommendation

The Fire Department has reviewed the permit application and recommends that City Council approve a fireworks permit for Ace Pyro, LLC. Enclosed for Council's review is the permit application and supporting documentation, along with the permit itself to be signed and issued. The Fire Department will inspect the display and ensure that adequate safety measures are enforced.

City Attorney's Review as to Form and Legality

Lori Grigg Bluhm, City Attorney

DR/M:\15-803\My Documents\Word\Macy's Fireworks Agenda Item.docx



DMC Children's Hospital – Troy 2016 Fireworks Display – Production plan

Date/Time of Display:

- Display will take place on Saturday January 9, 2016
- Display will take place in the evening, exact time TBD
- Setup will take place on display date

Location of Display:

- Approx. 75 feet west of the intersection of Civic Center Drive and Town Center Drive, Troy, MI
- Display will be staged nearby and fired from Town Center Drive – see attached site map

Description of Display:

- Fireworks will accompany event celebrating the new DMC Children's Hospital
- Display duration will be approximately 7 to 8 minutes

Type of Fireworks:

- Display will consist primarily of 1.4G Fireworks, UN0336
- Display may also contain 1.3G Fireworks, UN0335 & 1.4G Articles Pyrotechnic, UN0431
- Fireworks with secondary 'burst' effect will not exceed 1" diameter
- Fireworks with no secondary effect will not exceed 2" diameter

Display Operator Qualifications:

- Display Sales & Production Manager ACE Pyro, LLC
- Certified by the Pyrotechnics Guild International 'Display Operator Certification Course'
- Pyrotechnic Operator License – City of Detroit, Michigan
- Display choreographer
- System developer and industrial engineer – StarFire digital firing system
- 9 years experience on 100+ professional fireworks displays

Safety Precautions:

- Compliance with NFPA 1123: Code for Fireworks Display
- Display will be 100% electronically fired
- Fallout/exclusion area will be monitored at all times
- Fireworks will be immediately stopped should any unauthorized person(s) enter exclusion area
- Display operators will wear safety vests and name badges for identification
- Display operators will wear personal protective equipment appropriate for hazard

DMC Children's Hospital - Troy

2016 Fireworks Site Map



150' Fallout Radius
Shells up to 2"
(Per NFPA 1123)

Fireworks
Launch Location



In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	4-MI-161-20-7D-12625
Chief, Federal Explosives Licensing Center (FELC)	<i>Christopher R. Reeves</i>	Expiration Date	April 1, 2017

Name
ACE PYRO LLC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**13001 E AUSTIN RD
MANCHESTER, MI 48158-**

Type of License or Permit

20-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

ACE PYRO LLC
13001 E AUSTIN RD
MANCHESTER, MI 48158-

[Signature]
Licensee/Permittee Responsible Person Signature

President
Position/Title

Aaron Enzer
Printed Name

10/13/14
Date

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **ACE PYRO LLC**

Business Name:

License/Permit Number: **4-MI-161-20-7D-12625**

License/Permit Type: **20-MANUFACTURER OF EXPLOSIVES**

Expiration: **April 1, 2017**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/8/2015

PRODUCER Phone: 425-455-5640 Fax: 425-455-6727
 The Partners Group Ltd
 11225 SE 6th St., Suite 110
 Bellevue WA 98004

INSURED
 Ace Pyro, LLC
 13001 E. Austin Rd
 Manchester MI 48158

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: T.H.E. Insurance Company	12866
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A			GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPP010442901	11/1/2015	11/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ N/A PRODUCTS - COMP/OP AGG \$ 2,000,000
A			AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CPP010442901	11/1/2015	11/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A			EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	ELP001174701	11/1/2015	11/1/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$ \$
			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
			OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The following are Additional Insured on General Liability as their interest may appear as respects operations performed by or on behalf of the Named Insured, as required by written contract.
 Additional Insured: The City of Troy including all elected and appointed officials, all employees and volunteers, boards, commissions, and/or authorities and their board members, employees, and volunteers
 Event Location: Near intersection of Civic Center Drive and Town Center Drive, Troy, MI
 Event Date: 1/9/2016 RD: N/A

CERTIFICATE HOLDER

City of Troy
 500 W Big Beaver Rd
 Troy MI 48084

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/13/2015

PRODUCER Phone: 425-455-5640 Fax: 425-455-6727
 The Partners Group Ltd
 11225 SE 6th St., Suite 110
 Bellevue WA 98004

INSURED
 Ace Pyro, LLC
 13001 E. Austin Rd
 Manchester MI 48158

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INSURER A: T.H.E. Insurance Company	12866
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COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS _____				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO _____				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below	WCP0005238001	10/1/2015	10/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

To Whom It May Concern
 - - -

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *[Signature]*



CITY COUNCIL ACTION REPORT

December 9, 2015

TO: Honorable Mayor and Troy City Council Members

FROM: Brian Kischnick, City Manager
Lori Grigg Bluhm, City Attorney

SUBJECT: Agreement for Temporary Construction and Permanent Easements for DTE Ariel Substation on Doyle Drive, North of the Transit Center

History

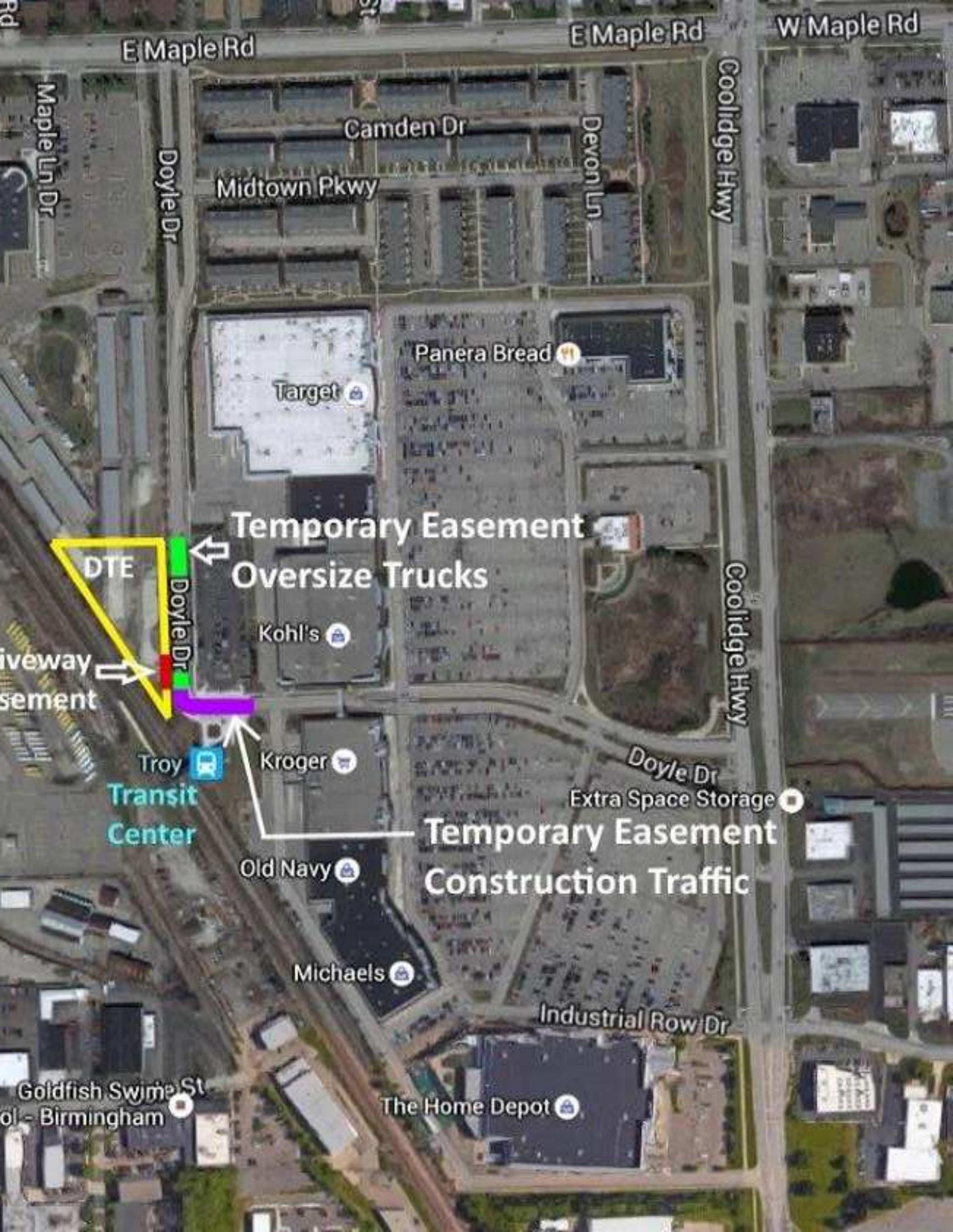
DTE Energy received preliminary site plan approval from the Planning Commission on December 8, 2015 to construct a new substation on Doyle Drive, just north of the Transit Center. When DTE Energy initially purchased the southernmost triangle piece of the self-storage development property, it was granted an access easement. Subsequently, the Maple Road frontage of that property was developed with an LA Fitness and future Whole Foods, both of which generate pedestrian traffic in the parking lot areas. As a result, DTE Energy is now seeking access to its substation from Doyle Drive and the Transit Center parcel. DTE Energy is also seeking temporary construction easements to allow three oversized trucks and a crane to access the site from Maple Road, using Doyle Drive. All other construction traffic will enter from Coolidge and travel behind the Midtown Center development (behind the Home Depot), which is the same route used during the construction of the Transit Center. DTE Energy has already obtained Easements from Grand Sakwa, expressly allowing DTE Energy and its contractors and employees to use Doyle Drive on the shopping center property.

According to the documentation provided to the Troy Planning Commission for the site plan application, DTE Energy plans to construct six (6) poles that are approximately 78 feet in height on the site, and all other equipment will be no more than 22 feet tall. The entire DTE Energy site will be screened with a brown 12 foot tall concrete slat wall and landscaping along Doyle Drive.

The Temporary Construction Easement will last no longer than one year, and it is limited to those times when there are no trains scheduled. After the initial construction and installation of the transformers and the wall, traffic will be limited to servicing and maintenance of the substation. As part of the project, DTE Energy will provide a cash deposit to insure repairs to Doyle Drive if there is any damage as a result of its use.

Recommendation

City Administration recommends that City Council approve the attached Agreement between the City of Troy and DTE Energy granting temporary construction easements for access to Doyle Drive on the Transit Center site, and authorizes the Mayor and City Clerk to execute the Temporary Easement Agreement on behalf of the City. City Administration also recommends approval of the attached permanent easement, granting DTE access from Doyle Drive to the DTE substation site, and authorizes the Mayor and City Clerk to execute the Agreement on behalf of the City.



E Maple Rd

E Maple Rd

W Maple Rd

Maple Ln Dr

Doyle Dr

Camden Dr

Devon Ln

Coolidge Hwy

Midtown Pkwy

Panera Bread

Target

Temporary Easement
Oversize Trucks

Coolidge Hwy

DTE

Doyle Dr

Kohl's

Diveway
Easement

Troy
Transit
Center

Kroger

Temporary Easement
Construction Traffic

Doyle Dr

Extra Space Storage

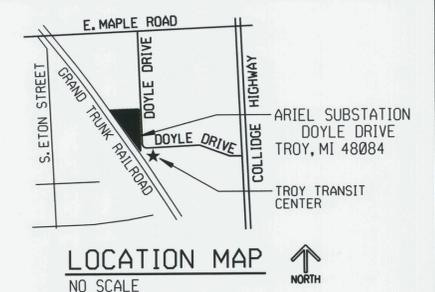
Old Navy

Michaels

Industrial Row Dr

Goldfish Swim
School - Birmingham

The Home Depot



NEW CONSTRUCTION	S.F.	C	ADJ S.F.
GRAVEL DRIVE (21AA)	10,700	0.65	15,600
ASPHALT DRIVE	2,300	0.90	5,400
CONCRETE APPRON	300	0.90	540
CONCRETE FOUNDATIONS	1,940	0.95	1,835
YARD STONE (17A)	33,300	0.45	31,711
LAWN & LANDSCAPED AREA	16,5000	0.25	11,000
TOTAL:	65340		30,518

EXISTING CONDITIONS	S.F.	C	ADJ S.F.
ASPHALT/CONCRETE	45,000	0.90	40,500
BARE SOIL	20,340	0.45	45,900
TOAL:	65,340		49,563

NOTE:
 ACCORDING TO THE CALCULATED ADJUSTED RUNOFF SURFACE AREA, 30,518 FT²; NEW CONSTRUCTION WILL RESULT IN A 38 % DECREASE IN STORM WATER RUNOFF FROM THE PREVIOUS AREA OF 49,653 FT². IN SUMMATION LESS WATER WILL BE DISCHARGED FROM THE SITE, DUE TO ITS NEW COMPOSITION RETAINING MORE RAIN WATER DURING STORM EVENTS.

REFERENCE DRAWINGS:
 LANDSCAPE PLAN ----- 5A1419-5
 MAT PLAN, CONTAINMENT, AND ----- 5C1419-3
 PIER DETAILS



PROPERTY OWNER/APPLICANT/DEVELOPER:
 DTE ELECTRIC COMPANY/MARK FAIRLESS
 ONE ENERGY PLAZA
 DETROIT, MICHIGAN 48226-1279
 (313) 235-8269 FAX (313) 235-0478

ARCHITECTURAL:
 DTE ELECTRIC COMPANY/GORDON YEE
 ONE ENERGY PLAZA, 674 S.B.
 DETROIT, MICHIGAN 48226-1279
 (313) 235-9214 FAX (313) 235-0478

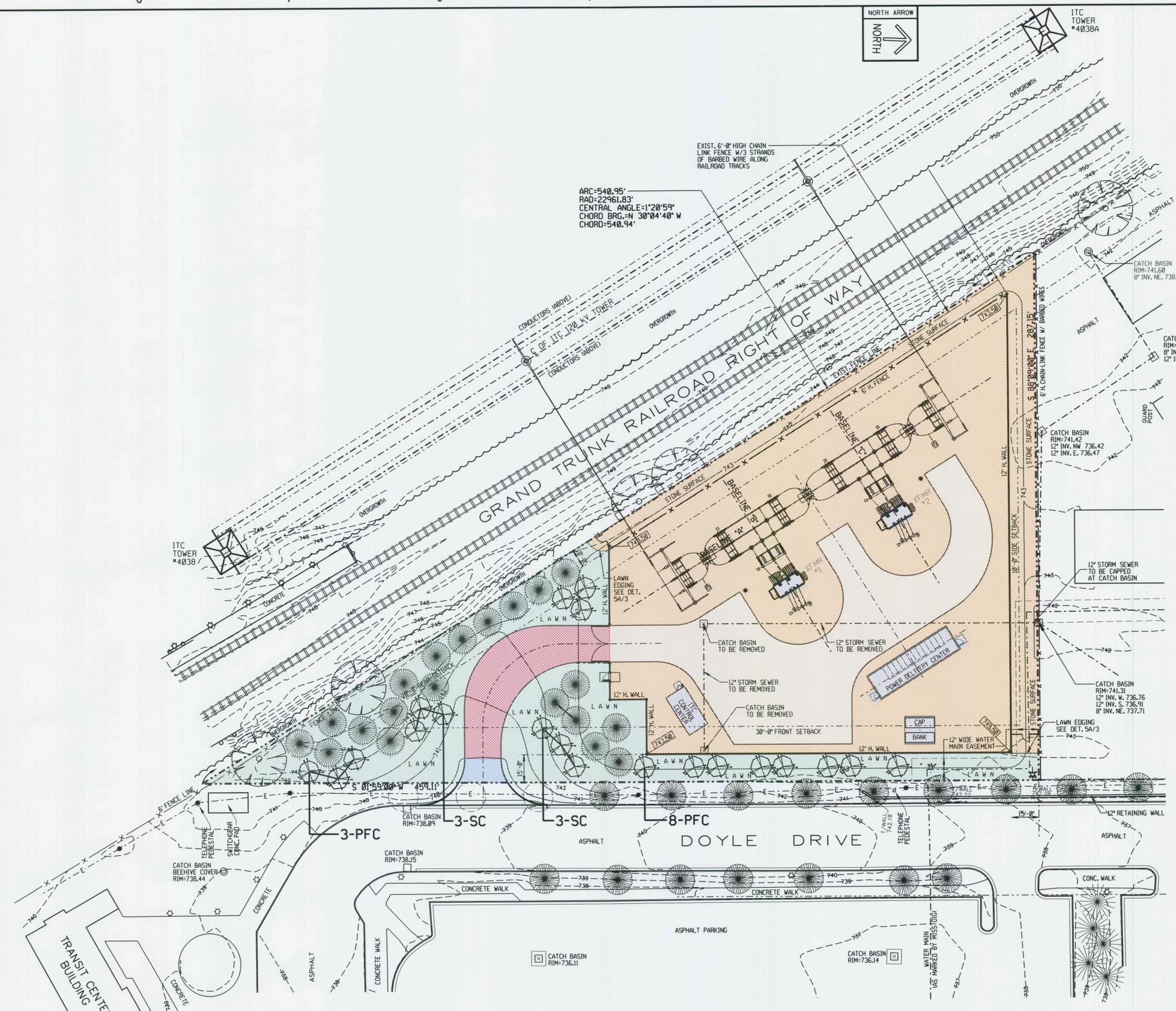
ADDRESS:
 ARIEL SUBSTATION
 DOYLE DRIVE
 TROY, MICHIGAN 48084



REV	NOTE TO FIELD	DATE	SUBMITTED FOR
1	FIELD IS NOT AUTHORIZED TO CHANGE OR MODIFY THIS DESIGN WITHOUT FIRST CONTACTING THE ENGINEER.	03/31/15	SITE PLAN APPROVAL
2		3/17/15	APPROVAL RESUBMITTAL PER CITY OF TROY EMAIL DATED
3		02/20/15	SITE PLAN APPROVAL

USE DIMENSIONS ONLY DO NOT SCALE

PROJ. DESIGNER	PROJ. MANAGER	OTHERS	APPROVALS	DATE	TITLE
			J. WIERENGA	1-26-15	STORMWATER RUNOFF DIAGRAM
			ERIC MYRICK		
			MARK FAIRLESS		
			MARK FAIRLESS		



6 1 5 1 4 1 3 1 2 1 1

D

C

B

A

6 1 5 1 4 1 3 1 2 1 1

TEMPORARY EASEMENT AGREEMENT

On December __, 2015, the City of Troy, a Michigan municipal corporation, of 500 West Big Beaver Road,, Troy, Michigan 48084 (the "City"), for the sum of \$1.00, grants to DTE Electric Company, a Michigan corporation, One Energy Plaza, Detroit, Michigan 48226, and its employees, agents, contractors, subcontractors, licensees and invitees ("DTE") a temporary easement (the "Easement") on land referred to herein as the "Easement Area" (defined below), for the purpose described in Section 1 of this Agreement.

WITNESSETH:

The following is a recitation of the facts underlying the execution of this Agreement:

Whereas, DTE is the owner of the real property located in the City of Troy, Oakland County, Michigan, as more particularly described as the "DTE Property" in Exhibit A attached hereto; and

Whereas, the City is the owner of the real property located in the City of Troy, Oakland County, Michigan as more particularly described as the "City Property" in Exhibit B attached hereto; and

Whereas, the City Property includes a portion of Doyle Drive; and

Whereas, Doyle Drive is owned in part by Grand/Sakwa New Holland Shopping Center, LLC ("Grand Sakwa") and in part by the City; and

Whereas, Grand Sakwa is also the owner of a shopping center located at the intersection of Maple Road and Coolidge Highway in Troy, Michigan (the "Shopping Center");

Whereas, the DTE Property is adjacent to Doyle Drive and the Shopping Center and DTE intends to construct an electrical substation (the "Substation") on the DTE Property; and

Whereas, DTE and Grand Sakwa have entered into an easement agreement to allow DTE access to that portion of Doyle Drive which is owned by Grand Sakwa, as well as access to a portion of the Shopping Center to accommodate DTE's temporary construction traffic; and

Whereas, the City desires to grant to DTE easements over the City Property as more particularly described as the "Heavy Easement Area" and "Construction Easement Area" in Exhibit C attached hereto.

Now, therefore, the parties hereto agree as follows:

1. **Grant of Easement.** The City hereby grants a temporary easement to DTE for vehicular ingress and egress in connection with three (3) oversized/ overweight trucks and (1) oversized crane only to travel to and from the DTE Property along that portion of the Heavy Easement Area depicted and described in Exhibit C. The City hereby grants a temporary easement to DTE for ingress and egress from the City Property to the DTE Property for construction traffic access to and from the DTE Property along that portion of the Construction Easement Area depicted and described in Exhibit C, with the understanding that DTE has obtained a separate easement for access from the Shopping Center to the City Property. DTE shall only utilize the Construction Easement Area when there are no trains scheduled, which is currently between the daytime hours of 7 am to 10 am; 11:30 am to 2 pm; and 3:30 pm to 7 pm. The Heavy Easement Area and Construction Easement Area are hereinafter collectively referred to as the "Easement Area." DTE shall not block, impede or interfere with the use of Doyle Drive by other authorized users, nor shall DTE park vehicles along Doyle Drive.

2. **Encumbrances.** This Easement is granted subject to recorded easements, restrictions and encumbrances affecting the Easement Area on the date of this Agreement.

3. **Indemnification:** DTE shall indemnify, defend and hold harmless the City and its members, employees, agents, affiliated companies, property managers (the "Indemnified Parties"), from and against any and all liabilities, property damages, obligations, damages, penalties, claims, costs, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by or asserted against the Indemnified Parties, by reason of any damage to property (real and personal) or personal injury caused by or associated with DTE's (including DTE employees, agents, contractors, independent contractors) use of the Easement Area and/or by reason of DTE's violation of any applicable federal, state or local environmental law, regulation, ordinance or ruling with respect to the Easement Area during the term of this Easement..

4. **Repair:** DTE shall be responsible for reimbursing the City for the cost of any repairs or damage to the Easement Area caused by DTE's use of the Easement Area. Except as set forth herein, DTE is not authorized by this Easement to undertake any work on or under the Easement Area without the express written approval of the City. The parties acknowledge and agree that DTE shall be responsible only for the cost of restoring any portion of the City Property, including Doyle Drive, to the condition in which it existed prior to any damage caused by DTE in connection with its use of the Easement Area.

5. **Abandonment; Restoration.** If DTE abandons any part of this Easement, and executes a written, recordable release of said Easement, then within three (3) months after the abandonment, DTE must restore the abandoned part as nearly as possible to its original condition or reimburse the City for the cost of any restoration to the original condition if DTE does not complete the required restoration within the applicable three (3) month period. Failure of DTE at any time to use, occupy or possess all or any portion of the Easement Area shall not be construed to be a release or waiver of all or any of DTE's rights under this Easement Agreement.

6. **Term.** This Easement shall be effective as of the date of this Agreement and shall

terminate automatically twelve (12) months thereafter.

7. **Successors and Assigns.** This Easement shall run with the land and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

8. **Counterparts.** This Easement Agreement may be executed in any number of counterparts, and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute by one and the same Easement Agreement.

9. **Governing Law.** This Easement Agreement shall be interpreted according to and governed by the laws of the State of Michigan.

This easement is exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to the provisions of MCLA 207.526(f).

[Signatures follow on next page]

**CITY OF TROY,
a Michigan municipal corporation**

**DTE ELECTRIC COMPANY,
a Michigan corporation**

By: _____
Dane Slater

By: _____
Florence Washington

Its: Mayor

Its: Supervisor, Corporate Real Estate

By: _____
M. Aileen Dickson

Its: City Clerk

Acknowledged before me in Oakland County, Michigan, on December ___, 2015, by Dane Slater, the Mayor of the City of Troy, a Michigan municipal corporation, for the corporation.

Notary's Stamp _____ Notary's Signature _____
(Notary's name, county and date commission expires)

Acknowledged before me in Oakland County, Michigan, on December ___, 2015, by M. Aileen Dickson, the City Clerk of the City of Troy, a Michigan municipal corporation, for the corporation.

Notary's Stamp _____ Notary's Signature _____
(Notary's name, county and date commission expires)

Acknowledged before me in Wayne County, Michigan, on _____ ___, 2015, by Florence D. Washington, Supervisor, Corporate Real Estate, of the DTE Electric Company, a Michigan corporation, for the corporation.

Notary's Stamp _____ Notary's Signature _____
(Notary's name, county and date commission expires)

Drafted by and when recorded
Return to:

Ngozi E. Nwaesei, Esq.
Lewis & Munday, P.C.
535 Griswold Street, Suite 2300
Detroit, MI 48226

EXHIBIT A
DTE PROPERTY

See attached

EXHIBIT B
CITY PROPERTY

See attached

DESCRIPTION OF TRANSIT PARCEL AS PER WARRANTY DEED RECORDED IN LIBER 23097, PAGES 576-577
(JUNE 21, 2001) AS VISUALLY DEPICTED ON SHEET 1 OF 2:

PART OF THE NORTHEAST ¼ OF SECTION 31, T2N-R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN,
DESCRIBED AS BEGINNING AT A POINT DISTANT SOUTH 01 DEGREES 40 MINUTES 27 SECONDS WEST
MEASURED 87.00 FEET ALONG THE EAST LINE OF SECTION 31 AND NORTH 88 DEGREES 09 MINUTES 00
SECONDS WEST 1413.07 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF MAPLE ROAD AND SOUTH 01
DEGREES 59 MINUTES 00 SECONDS WEST 1098.91 FEET FROM THE NORTHEAST CORNER OF SECTION 31;
THENCE FROM SAID POINT OF BEGINNING SOUTH 88 DEGREES 20 MINUTES 27 SECONDS EAST 187.05 FEET;
THENCE SOUTH 01 DEGREES 39 MINUTES 33 SECONDS WEST 452.74 FEET; THENCE SOUTH 88 DEGREES 20
MINUTES 27 SECONDS EAST 25.37 FEET; THENCE SOUTH 01 DEGREES 39 MINUTES 33 SECONDS WEST 192.17
FEET; THENCE NORTH 88 DEGREES 20 MINUTES 27 SECONDS WEST 114.27 FEET; THENCE ALONG A
NON-TANGENTIAL CURVE TO THE LEFT ALSO BEING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GRAND
TRUNK RAILROAD; RADIUS 22,981.83 FEET, CENTRAL ANGLE OF 00 DEGREES 29 MINUTES 28 SECONDS, AN
ARC LENGTH 196.03 FEET; WHOSE CHORD BEARS NORTH 29 DEGREES 11 MINUTES 51 SECONDS WEST,
196.63 FEET; THENCE NORTH 01 DEGREES 59 MINUTES 00 SECONDS EAST 476.12 FEET TO THE POINT OF
BEGINNING.

CERTIFICATION:

I, hereby certify that I have mapped the above description as visually depicted on Sheet 1 of 2.

George J. Ballard III
George J. Ballard III, P.S.

4-10-2014
Date



04-10-2014	Typo correction	CITY OF TROY OAKLAND COUNTY, MICHIGAN			
Description of Transit Parcel as per Warranty Deed recorded in L. 23097, P. 576-577 (June 21, 2001)					
FILE: 88-20-31-226-012.WD.DGN					
DATE	REV	SCALE	DRAWN BY	NAME	DATE
		HCR 1"=100'			04-01-14
Document Prepared By George J. Ballard III, P.S. Land Surveyor		CONTRACT NO.	CHECKED BY	SHEET NO.	JOB NO.
		N/A	STEVEN J. VANDETTE, P.E. CITY ENGINEER	20F2	N/A

I AM A PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN

EXHIBIT C
EASEMENT AREA

See attached

SOUTH RIGHT OF WAY LINE

NORTHEAST CORNER
SECTION 31
T. 2 N., R. 11 E.



DOYLE DRIVE

PARCEL "A"
AS DESCRIBED ON
ALTA/ACSM LAND TITLE SURVEY
MAPLE ROAD DEVELOPMENT
BY PROFESSIONAL ENGINEERING ASSOCIATES
JOB NO. 2006-146; REV. 1

SEE DETAIL AT RIGHT

POINT OF BEGINNING
HEAVY EASEMENT AREA
ON CITY OF TROY PARCEL

GRAND TRUNK RAILROAD
RIGHT OF WAY

DTE ENERGY'S
ARIEL SUBSTATION
PROPERTY

RECORDED IN
WARRANTY DEED
DATED: DEC. 31, 2008

EXHIBIT A

HEAVY EASEMENT AREA
0.527 ACRES

CITY OF TROY
TRANSIT PARCEL

RECORDED IN WARRANTY DEED
LIBER 23097, PAGES 576-577
EXHIBIT B

S 01°59'00" W 1116.31'

N 88°20'27" W
59.84'

N 88°01'00" W 2.73'

S 01°59'15" W
17.42'

S 01°59'00" W 349.57'

N 01°57'43" E 367.32'

S 88°01'00" E
62.71'



1" = 20'

POINT OF BEGINNING
HEAVY EASEMENT AREA

DTE ENERGY'S
ARIEL SUBSTATION
PROPERTY

HEAVY EASEMENT
AREA

S 01°59'00" W 1116.31'

59.84'
N 88°20'27" W

S 01°59'15" W 17.42'

349.57'
S 01°59'00" W

N 88°01'00" W
2.73'

HEAVY EASEMENT AREA

A Heavy easement on, over, under and across a strip of land being part of the Northeast 1/4 of Section 31, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. Described as: Commencing at the Northeast corner of said Section 31, thence North $88^{\circ}09'00''$ West, 1412.60 feet, along the North line of said Section 31, thence South $01^{\circ}59'00''$ West, 87.00 feet to a point on the South Right of Way line Maple Road (Variable Width), thence South $01^{\circ}59'00''$ West, 1116.31 feet, to the Northeast corner of DTE Energy property and the POINT OF BEGINNING; thence South $01^{\circ}59'00''$ West, 349.57 feet, along said DTE Energy's East property line, thence South $88^{\circ}01'00''$ East, 62.71 feet, thence North $01^{\circ}57'43''$ East, 367.32 feet, thence North $88^{\circ}20'27''$ West, 59.84 feet, thence South $01^{\circ}59'15''$ West, 17.42 feet, thence North $88^{\circ}01'00''$ West, 2.73 feet, to the Point of Beginning. Containing 0.527 acres of land in area, more or less.

NORTH

NORTHEAST CORNER
SECTION 31
T. 2 N., R. 11 E.

PARCEL DESCRIBED IN
EXHIBIT "B"
LEGAL DESCRIPTION OF THE SHOPPING CENTER

DOYLE DRIVE
PUBLIC ACCESS EASEMENT

DTE ENERGY'S PROPERTY
EXHIBIT A

HEAVY EASEMENT AREA
SEE DTE DWG. No.: SE 1419-005
CITY OF TROY
TRANSIT PARCEL
RECORDED IN WARRANTY DEED
LIBER 23097, PAGES 576-577
EXHIBIT B

CONSTRUCTION EASEMENT AREA
SEE SHEET 2

POINT OF BEGINNING OF
CONSTRUCTION EASEMENT AREA

ARC=179.02'
RAD=545.50'
CENTRAL ANGLE=18°48'12"
CHORD BRG.=N 71°10'32" W
CHORD=178.22'

N 88°20'27" W
272.85'

N 88°20'27" W
312.48'

N 88°20'27" W
80.00'

N 88°20'27" W
73.92'

DOYLE DRIVE
PUBLIC ACCESS EASEMENT

CITY OF TROY
TRANSIT PARCEL
EXHIBIT B

ARC=30.94'
RAD=159.00'
CENTRAL ANGLE=11°08'56"
CHORD BRG.=S 86°05'07" W
CHORD=30.89'

N 61°46'25" W
105.93'

ARC=204.48'
RAD=440.99'
CENTRAL ANGLE=26°34'00"
CHORD BRG.=N 75°03'26" W
CHORD=202.65'

BUILDING

PARCEL DESCRIBED IN
EXHIBIT "B"
LEGAL DESCRIPTION OF THE SHOPPING CENTER

GRAND TRUNK RAILROAD RIGHT OF WAY

BUILDING

BUILDING

BUILDING

WEST 80' RIGHT OF WAY LINE COOLIDGE HIGHWAY

COOLIDGE HIGHWAY (VARIABLE WIDTH)

S 01°39'33" W 1708.13'

EAST LINE OF SECTION 31

DTE ENERGY'S PROPERTY
ARIEL SUBSTATION

EXHIBIT A

DOYLE DRIVE
HEAVY EASEMENT AREA
SEE DTE DWG. No.: SE 1419-005

EXHIBIT B

CITY OF TROY
TRANSIT PARCEL

RECORDED IN WARRANTY DEED
LIBER 23097, PAGES 576-577



PARCEL DESCRIBED IN
EXHIBIT "B"
LEGAL DESCRIPTION OF THE SHOPPING CENTER

ARC=25.22'
RAD=16.00'
CENTRAL ANGLE=90°19'47"
CHORD BRG.=N 43°10'14" W
CHORD=22.69'

POINT OF BEGINNING OF
CONSTRUCTION EASEMENT
AREA

60.00'
N 88°01'00" W

N 88°20'27" W 110.42'

N 88°20'27" W
272.85'

CONSTRUCTION
EASEMENT AREA
0.252 ACRES

DOYLE DRIVE
PUBLIC ACCESS
EASEMENT

60.00'
N 01°39'33" E

S 88°20'27" E 110.42'

ARC=119.82'
RAD=76.00'
CENTRAL ANGLE=90°19'51"
CHORD BRG.=S 43°10'36" E
CHORD=107.79'

WEST LINE OF PARCEL DESCRIBED IN EXHIBIT "B"

PARCEL DESCRIBED IN
EXHIBIT "B"
LEGAL DESCRIPTION OF THE SHOPPING CENTER

EXHIBIT B

CITY OF TROY
TRANSIT PARCEL

RECORDED IN WARRANTY DEED
LIBER 23097, PAGES 576-577

CONSTRUCTION EASEMENT AREA

A Construction Easement in part of the Northeast 1/4 of Section 31, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, described as:

Commencing at the Northeast Corner of said Section 31, thence South $01^{\circ}39'33''$ West, 1708.13 feet along the East line of said Section 31, thence North $88^{\circ}20'27''$ West, 80.00 feet to a point on the West 80 Foot Right of Way Line of Coolidge Highway, variable width, thence continuing North $88^{\circ}20'27''$ West, 73.92 feet, thence along the Arc of a curve to the right 204.48 feet, having a Radius of 440.99 feet, a Central Angle of $26^{\circ}34'00''$ East, and a Chord Bearing and Distance of North $75^{\circ}03'26''$ West, 202.65 feet, thence North $61^{\circ}46'25''$ West, 105.93 feet, thence along the Arc of a curve to the left, 179.20 feet, having a Radius of 545.50 feet, a Central Angle of $18^{\circ}48'12''$ and a Chord Bearing and Distance of North $71^{\circ}10'32''$ West, 178.22 feet, thence North $88^{\circ}20'27''$ West, 312.48 feet, thence along the Arc of a curve to the right, 30.94 feet, having a Radius of 159.00 feet, a Central Angle of $11^{\circ}08'56''$, and a Chord Bearing and Distance of South $86^{\circ}05'07''$ West, 30.89 feet, thence North $88^{\circ}20'27''$ West, 272.85 feet to the **POINT OF BEGINNING**; thence North $88^{\circ}20'27''$ West, 110.42 feet, thence along the Arc of a curve the right 25.22 feet, having a Radius of 16.00 feet, a Central Angle of $90^{\circ}19'47''$, and a Chord Bearing and Distance of North $43^{\circ}10'14''$ West, 22.69 feet, thence North $88^{\circ}01'00''$ West, 60.00 feet thence along the Arc of a non-tangent curve to the left 119.82 feet, having a Radius of 76.00 feet, a Central Angle of $90^{\circ}19'51''$, and a Chord Bearing and Distance of South $43^{\circ}10'36''$ East, 107.79 feet, thence South $88^{\circ}20'27''$ East, 110.42 feet, thence North $01^{\circ}39'33''$ East, 60.00 feet to the Point of Beginning. Containing 0.252 acres of land, more or less.

EASEMENT AGREEMENT

On December __, 2015, the City of Troy, a Michigan municipal corporation, 500 W. Big Beaver Road, Troy, Michigan 48084 (the "City"), for the sum of \$1.00, grants to DTE Electric Company, a Michigan corporation, One Energy Plaza, Detroit, Michigan 48226, and its employees, agents, contractors, subcontractors, licensees and invitees ("DTE") the "Easement" on land referred to herein as the "Easement Area" (defined below), for the purpose described in Section 1 of this Agreement.

WITNESSETH:

The following is a recitation of the facts underlying the execution of this Agreement:

Whereas, DTE is the owner of the real property located in the City of Troy, Oakland County, Michigan, as more particularly described as the "DTE Property" in Exhibit A attached hereto; and

Whereas, the City is the owner of the real property located in the City of Troy, Oakland County, Michigan as more particularly described as the "City Property" in Exhibit B attached hereto; and

Whereas, the City is willing to grant to DTE the Easement over the City Property as more particularly described as the "Easement Area" in Exhibit C, attached hereto.

Now, Therefore, the parties agree as follows:

1. **Grant of Easement.** The City hereby grants an exclusive, permanent and perpetual easement to DTE for the construction and maintenance of a curb cut and access drive, as further described in Section 5 herein, along that portion of the Easement Area depicted and described in Exhibit C as the "Exclusive Easement Area", and the City hereby grants a non-exclusive, permanent and perpetual easement to DTE for vehicular and pedestrian ingress and egress to and from the DTE Property, along that portion of the Easement Area depicted and described in Exhibit C as the "Non-Exclusive Easement Area". The Exclusive Easement Area and Non-Exclusive Easement Area are sometimes collectively referred to herein as the "Easement Area".

2. **Encumbrances.** This Easement is granted subject to recorded easements, restrictions and encumbrances affecting the Easement Area on the date of this Agreement.

3. **Environmental Indemnity:** DTE will indemnify, defend and hold the City harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges,

losses and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants), that may be imposed upon, incurred by or asserted against the City, their agents and employees, as a result of DTE's use of the Easement, including but not limited to a violation of any applicable federal, state, or local environmental law, regulation, ordinance or ruling with respect to the Easement Area during the term of this Easement.

4. **Indemnification:** DTE shall indemnify, defend and hold harmless the City, its agents and employees, from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by or asserted against the City, their agents and employees, by reason of any damage or injury to the personnel, equipment, property (real and personal) or facilities of the City or its employees, agents, contractors or subcontractors that occur within the Easement Area and/or is due to the negligent actions or omissions or willful misconduct or committed violations of federal, state, or local law by DTE or its employees, agents, contractors or subcontractors in connection with activities in the Easement Area.

5. **Construction and Maintenance.**

(a) DTE will have the right under this Agreement to construct, operate, maintain, repair, remove and replace a curb cut and an access drive of gravel or asphalt on the Exclusive Easement Area at its sole expense. The Construction and Maintenance of any such curb cut and access drive shall be in compliance with the City's regulations. The City may inspect the access drive during any construction or maintenance work or at any time during the term of this Agreement to insure such compliance.

(b) DTE shall comply with all applicable laws, ordinances or codes related to the construction and installation of such access drive for the term of this Agreement.

6. **Abandonment; Restoration.** If DTE abandons any part of this Easement, and executes a written, recordable release of said Easement, then within three (3) months after the abandonment, DTE must restore the abandoned part as nearly as possible to its original condition, or reimburse the City for the cost of any restoration to the original condition if DTE does not complete the required restoration within the applicable three (3) month period. Failure of DTE at any time to use, occupy or possess all or any portion of the Easement Area shall not be construed to be a release or waiver of all or any of DTE's rights under this Easement Agreement.

7. **Successors and Assigns.** This Easement shall run with the land and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

8. **Counterparts.** This Easement Agreement may be executed in any number of counterparts, and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute by one and the same Easement Agreement.

9. **Governing Law.** This Easement Agreement shall be interpreted according to and governed by the laws of the State of Michigan.

This easement is exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to the provisions of MCLA 207.526(f).

**CITY OF TROY,
a Michigan municipal corporation**

**DTE ELECTRIC COMPANY,
a Michigan corporation**

By: _____
Dane M. Slater

Its: Mayor _____

By: _____

Its: _____

Acknowledged before me in Oakland County, Michigan, on _____, 2015, by Dane M. Slater _____, Mayor of _____, the City of Troy, a Michigan municipal corporation, for the corporation.

Notary's Stamp _____
(Notary's name, county and date commission expires)

Notary's Signature _____

By: _____
M. Aileen Dickson

Its: City Clerk _____

By: _____

Its: _____

Acknowledged before me in Oakland County, Michigan, on _____, 2015, by M. Aileen Dickson, City Clerk of the City of Troy, a Michigan municipal corporation, for the corporation.

Notary's Stamp _____
(Notary's name, county and date commission expires)

Notary's Signature _____

Acknowledged before me in Wayne County, Michigan, on _____, 2015, by Florence D. Washington, Supervisor, Corporate Real Estate, of the DTE Electric Company, a Michigan corporation, for the corporation.

Notary's _____

Notary's _____

Stamp _____	Signature _____
(Notary's name, county and date commission expires)	

Drafted by and when recorded
Return to:

Ngozi E. Nwaesei, Esq.
Lewis & Munday, P.C.
535 Griswold Street, Suite 2300
Detroit, MI 48226

EXHIBIT A
DTE PROPERTY

See attached

EXHIBIT B
CITY PROPERTY

See attached

EXHIBIT "B"

CITY OF TROY PERMANENT

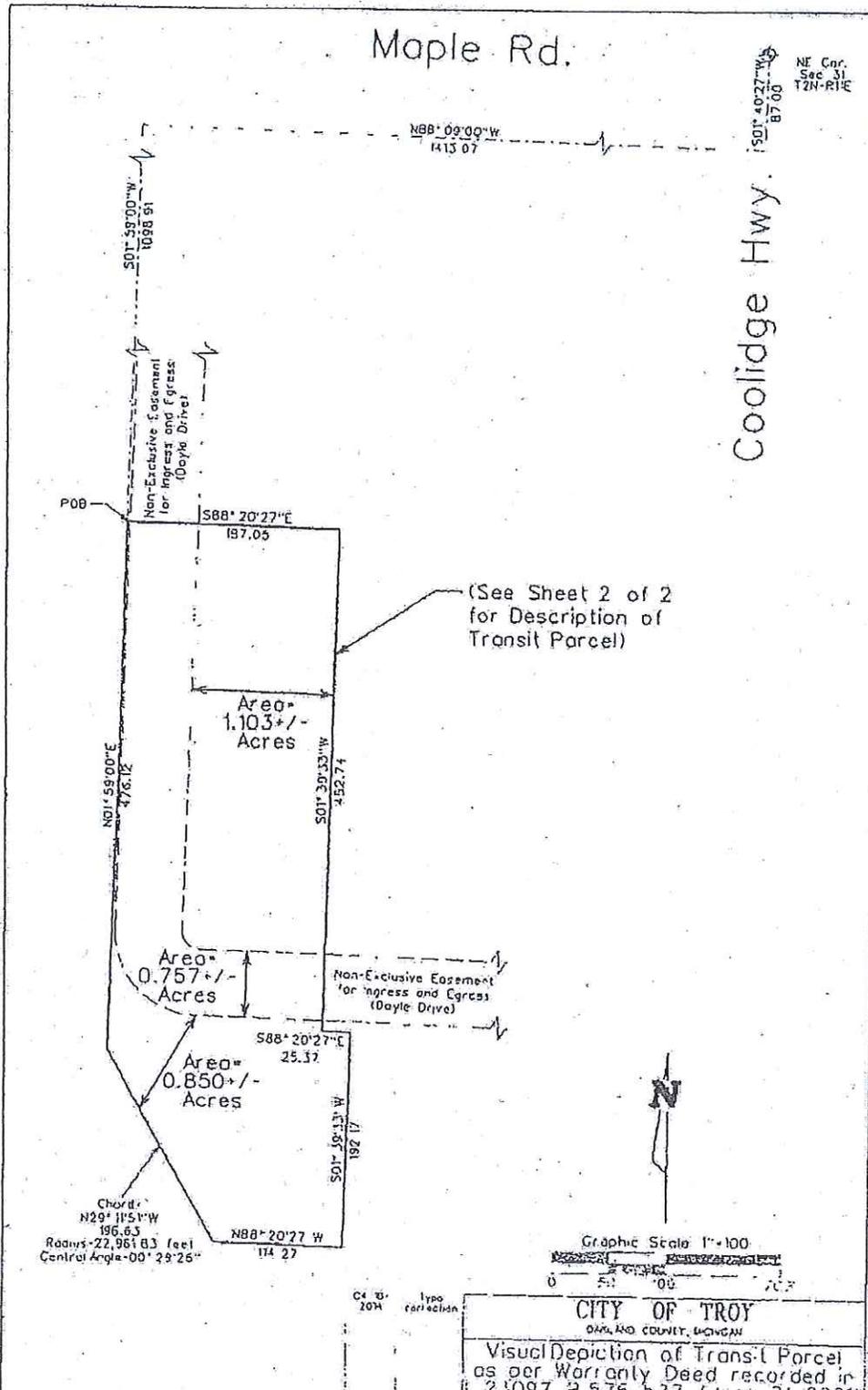


EXHIBIT "B"

CITY OF TROY PERMANENT

DESCRIPTION OF TRANSIT PARCEL AS PER WARRANTY DEED RECORDED IN LIBER 23097, PAGES 576-577 (JUNE 21, 2001) AS VISUALLY DEPICTED ON SHEET 1 OF 2.

PART OF THE NORTHEAST ¼ OF SECTION 31, T2N-R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT SOUTH 01 DEGREES 40 MINUTES 27 SECONDS WEST MEASURED 87.00 FEET ALONG THE EAST LINE OF SECTION 31 AND NORTH 88 DEGREES 09 MINUTES 00 SECONDS WEST 1413.07 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF MAPLE ROAD AND SOUTH 01 DEGREES 59 MINUTES 00 SECONDS WEST 1098.01 FEET FROM THE NORTHEAST CORNER OF SECTION 31; THENCE FROM SAID POINT OF BEGINNING SOUTH 88 DEGREES 20 MINUTES 27 SECONDS EAST 187.05 FEET; THENCE SOUTH 01 DEGREES 38 MINUTES 33 SECONDS WEST 452.74 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 27 SECONDS EAST 25.37 FEET; THENCE SOUTH 01 DEGREES 38 MINUTES 33 SECONDS WEST 192.17 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 27 SECONDS WEST 114.27 FEET, THENCE ALONG A NON-TANGENTIAL CURVE TO THE LEFT ALSO BEING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GRAND TRUNK RAILROAD; RADIUS 22,091.83 FEET, CENTRAL ANGLE OF 00 DEGREES 29 MINUTES 28 SECONDS, AN ARC LENGTH 186.63 FEET; WHOSE CHORD BEARS NORTH 29 DEGREES 11 MINUTES 51 SECONDS WEST, 150.63 FEET; THENCE NORTH 01 DEGREES 59 MINUTES 00 SECONDS EAST 478.12 FEET TO THE POINT OF BEGINNING.

CERTIFICATION:

I, hereby certify that I have mapped the above description as visually depicted on Sheet 1 of 2.

George J. Ballard III
George J. Ballard III, P.S.

4-10-2014
Date



Received for Filing Oakland County Clerk 2014 AUG 15 AM 10:52

04-15-2014 Type correction

CITY OF TROY
OAKLAND COUNTY, MICHIGAN

Description of Transit Parcel
as per Warranty Deed recorded in
L.23097, P.576-577 (June 21, 2001)

EXHIBIT C
EASEMENT AREA

See attached

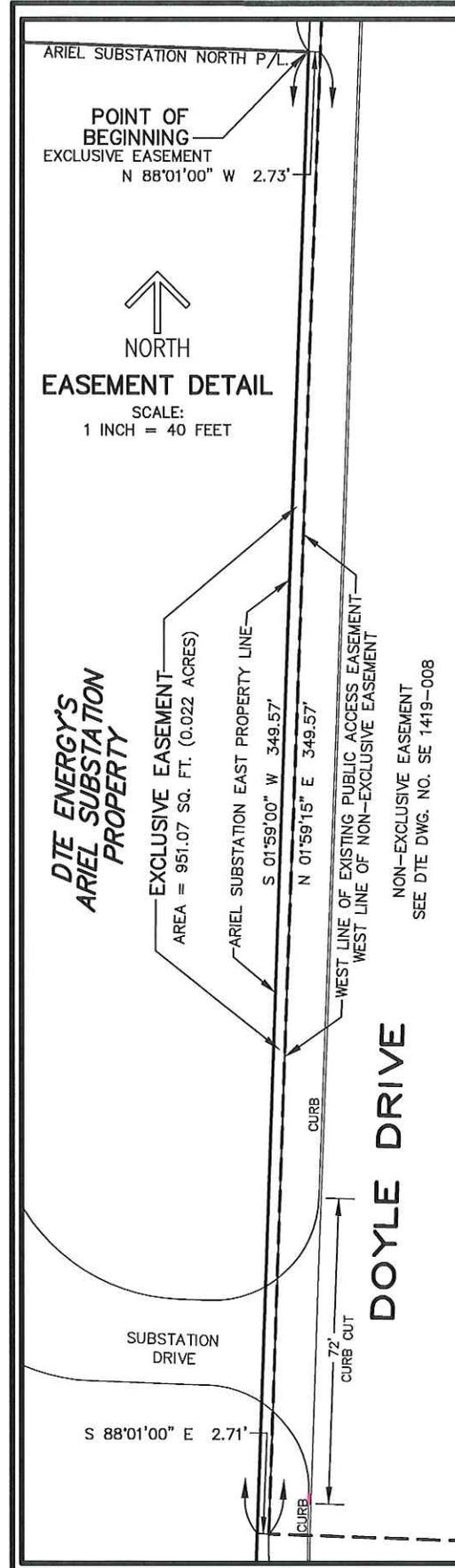


SCALE:
1 INCH = 150 FEET

SOUTH RIGHT OF WAY LINE

NORTHEAST CORNER
SECTION 31
T. 2 N., R. 11 E.

DOYLE DRIVE
PUBLIC ACCESS EASEMENT



DTE ENERGY'S
ARIEL SUBSTATION
PROPERTY

EXCLUSIVE EASEMENT
AREA = 951.07 SQ. FT. (0.022 ACRES)

ARIEL SUBSTATION EAST PROPERTY LINE

S 01°59'00" W 349.57

N 01°59'15" E 349.57

WEST LINE OF EXISTING PUBLIC ACCESS EASEMENT
WEST LINE OF NON-EXCLUSIVE EASEMENT

NON-EXCLUSIVE EASEMENT
SEE DTE DWG. NO. SE 1419-008

DOYLE DRIVE

DOYLE DRIVE
PUBLIC ACCESS EASEMENT

PARCEL "A"
AS DESCRIBED ON
ALTA/ACSM LAND TITLE SURVEY
MAPLE ROAD DEVELOPMENT
BY PROFESSIONAL ENGINEERING ASSOCIATES
JOB NO. 2006-146; REV. 1

S 01°59'00" W 1203.31'

SEE DETAIL AT RIGHT

POINT OF BEGINNING
EXCLUSIVE EASEMENT

EXHIBIT A
DTE ENERGY'S
ARIEL SUBSTATION
PROPERTY

RECORDED IN
WARRANTY DEED
DATED: DEC. 31, 2008

EXCLUSIVE
EASEMENT
SEE DETAIL
AT RIGHT

NON-EXCLUSIVE EASEMENT AREA
SEE DTE DWG. NO. SE 1419-008

CITY OF TROY
TRANSIT PARCEL

RECORDED IN WARRANTY DEED
LIBER 23097, PAGES 576-577
EXHIBIT B

GRAND TRUNK RAILROAD RIGHT OF WAY

SUBSTATION DRIVE

REVISION			JOB NUMBER
A	BY	DATE	APP.
	C.J.Z.	12/11/2015	GDS
ADDED SUBSTATION DRIVE			

EXCLUSIVE EASEMENT

An Exclusive easement on, over, under and across a strip of land being part of the Northeast 1/4 of Section 31, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. Described as: Commencing at the Northeast corner of said Section 31; thence North 88°09'00" West, 1412.60 feet, along the North line of said Section 31; thence South 01°59'00" West, 1203.31 feet, to the POINT OF BEGINNING; thence South 01°59'00" West, 349.57 feet, along DTE Energy's East property line; thence South 88°01'00" East, 2.71 feet; thence North 01°59'15" East, 349.57 feet; thence North 88°01'00" West, 2.73 feet, to the point of ending. Containing 951.07 Square feet of land in area, more or less.

REVISION			JOB NUMBER
A	BY	DATE	APP.
	C.J.Z.	12/11/2015	GDS
ADDED SUBSATION DRIVE			

SOUTH RIGHT OF WAY LINE

NORTHEAST CORNER
SECTION 31
T. 2 N., R. 11 E.



DOYLE DRIVE
PUBLIC ACCESS EASEMENT

S 01°59'00" W 1185.91'

PARCEL "A"
AS DESCRIBED ON
ALTA/ACSM LAND TITLE SURVEY
MAPLE ROAD DEVELOPMENT
BY PROFESSIONAL ENGINEERING ASSOCIATES
JOB NO. 2006-146; REV. 1

POINT OF BEGINNING
NON-EXCLUSIVE EASEMENT
ON CITY OF TROY PARCEL

SEE DETAIL AT RIGHT

N 88°20'27" W
59.84'

GRAND TRUNK RAILROAD
RIGHT OF WAY

DTE ENERGY'S
ARIEL SUBSTATION
PROPERTY

RECORDED IN
WARRANTY DEED
DATED: DEC. 31, 2008

EXHIBIT A

S 01°59'15" W 366.98'
NON-EXCLUSIVE
0.505 ACRES

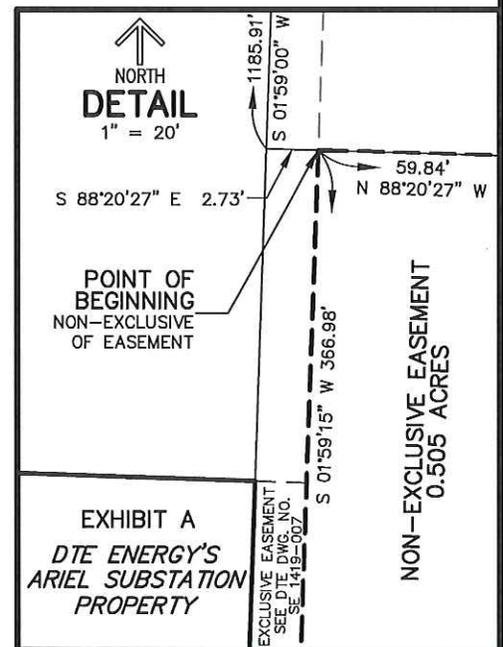
N 01°57'43" E 367.32'

CITY OF TROY
TRANSIT PARCEL

RECORDED IN WARRANTY DEED
LIBER 23097, PAGES 576-577
EXHIBIT B

SUBSTATION
DRIVE

S 88°01'00" E
60.00'



DOYLE DRIVE
PUBLIC ACCESS EASEMENT

REVISION			JOB NUMBER
A	BY	DATE	APP.
	C.J.Z.	12/11/2015	G.D.S.
ADDED SUBSTATION DRIVE			

NON-EXCLUSIVE EASEMENT

A Non-exclusive easement on, over, under and across a strip of land being part of the Northeast 1/4 of Section 31, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. Described as: Commencing at the Northeast corner of said Section 31, thence North 88°09'00" West, 1412.60 feet, along the North line of said Section 31, thence South 01°59'00" West, 1185.91 feet, thence South 88°20'27" East, 2.73 feet to the POINT OF BEGINNING; thence South 01°59'15" West, 366.98 feet, thence South 88°01'00" East, 60.00 feet, thence North 01°57'43" East, 367.32 feet, thence North 88°20'27" West, 59.84 feet to the Point of Beginning. Containing 0.505 acres of land in area, more or less.

REVISION			JOB NUMBER
A	BY	DATE	APP.
	C.J.Z.	12/11/2015	G.D.S
ADDED SUBSTATION DRIVE			

Chair Saeger called the Animal Control Appeal Board meeting to order at 7:00 p.m. on March 25, 2015 in the Council Board Room of the Troy City Hall.

1. ROLL CALL

Present:

Patrick Carolan
Al Petrulis
Jayne Saeger
Gretchen Waters

Absent:

P. Terry Knight

Also Present:

Paul Evans, Zoning and Compliance Specialist
Susan Lancaster, Assistant City Attorney
Nicole MacMillan, City Attorney Assistant
Sargent Michael Szuminski, Troy Police Animal Control Liaison

2. APPROVAL OF AGENDA

No changes.

3. APPROVAL OF MINUTES

Moved by Petrulis
Second by Carolan

RESOLVED, to approve the January 28, 2015 meeting minutes.

Yes: All

MOTION PASSED

4. HEARING OF CASES

WAIVER REQUEST, JENNIFER DURHAM, 477 HURST – In order to keep 6 chickens, a waiver from the requirement that the property be at least .75 of an acre in size. The property is approximately .543 acres in size. Animal Ordinance Section 90.70.20 (f).

The applicant was not present. Mr. Evans provided a brief overview of the request. Chair Saeger opened the public hearing. No members of the public spoke. Mr. Evans summarized the written public comments received by the City. One comment was in favor, four were against the request.

Motion by Petrulis
Second by Carolan

RESOLVED, to deny the request.

The Board noted the size of the property is much less than .75 acres and that there were significantly more dissenting public comments than supporting. This was the third time the matter had been on the agenda. It is 7:14 pm and the applicant was still not present.

Yes: All

MOTION PASSED

5. OTHER BUSINESS

Ms. Lancaster advised the Board that she would be retiring from the City and that this would be her last Board meeting. Assistant City Attorney Nicole MacMillan would be representing the City Attorney's Office in the future. The Board thanks Ms. Lancaster for her service.

6. ADJOURNMENT

The Animal Control Appeals Board meeting ADJOURNED at 7:17 p. m

Respectfully submitted,



Jayne Saeger, Chair



Paul Evans, Zoning and Compliance Specialist

A Meeting of the Civil Service Commission (Act 78) was held Monday, October 29, 2015 at Troy City Hall, 500 W. Big Beaver Road in the Lower Level Conference Room. Chairman/President McGinnis called the meeting to order at 7:30 AM.

A. ROLL CALL:

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

ALSO PRESENT: Brian Kischnick, City Manager
Lori Grigg Bluhm, City Attorney
Aileen Dickson, City Clerk
Jeanette Menig, Human Resources Director
David Roberts, Fire Chief
Peter Hullinger, Fire Technician
Lynne Lambert, Human Resources Coordinator

ABSENT: Commissioner John Steele

B. APPROVAL OF MINUTES:

1. Approval of Minutes of Monday, October 12, 2015

Resolution #CSC-2015-10-015
Moved by Cannon
Seconded by Steele

RESOLVED, That the Troy Civil Service Commission (Act 78) hereby **APPROVES** the Minutes of the Monday, October 12, 2015, meeting as presented.

Yes: Cannon, McGinnis
No: None
Absent: Steele

MOTION CARRIED

C. PETITIONS AND COMMUNICATIONS: None

D. REPORTS: None

E. OLD BUSINESS: None

F. NEW BUSINESS:

1. Approval of Job Qualifications, Posting and Test Battery for Recruitment of Assistant Fire Chief

Resolution #CSC-2015-10-016

Moved by Cannon
Seconded by McGinnis

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

Yes: McGinnis, Cannon
No: None
Absent: Steele

MOTION CARRIED

PUBLIC COMMENT: None

G. ADJOURNMENT:

The Civil Service Commission (Act 78) meeting **ADJOURNED** at 7:37 AM.



Donald E. McGinnis, Jr., Chairman



M. Aileen Dickson, City Clerk

Acting Chair Abitheira called the Regular meeting of the Building Code Board of Appeals to order at 3:00 p.m. on December 2, 2015 in the Council Board Room of the Troy City Hall.

1. ROLL CALL

Members Present

Gary Abitheira
Michael Morris
Andrew Schuster

Members Absent

Theodore Dziurman, Chair
Brian Kischnick

Support Staff Present:

Mitch Grusnick, Building Official/Code Inspector
Kathy L. Czarnecki, Recording Secretary

Also Present:

Attached and made a part hereof is the signature sheet of those present and signed in at this meeting.

2. APPROVAL OF MINUTES

Moved by: Morris
Support by: Schuster

RESOLVED, To approve the minutes of the November 4, 2015 Regular meeting and November 18, 2015 Special meeting as submitted.

Yes: All present (3)
Absent: Dziurman, Kischnick

MOTION CARRIED

3. HEARING OF CASES

- A. **VARIANCE REQUEST, ALHAJ-SALEH ABDALLAH, 5691 LIVERNOIS** – This property is a double front corner lot. As such it has a 40 foot minimum required setback along Blanche. The petitioner is requesting a variance to install a 6 foot high privacy fence set back 10 feet along the Blanche property line where City Code limits fences to 30 inches high and non-obscuring.

Mr. Grusnick reported the department received two written responses to the public hearing notices in support of the variance request.

The applicant was present.

Mr. Abitheira opened the floor for public comment. Acknowledging there was no one present to speak, the floor was closed.

Moved by: Morris
Support by: Schuster

RESOLVED, To grant the variance as requested, for the following reason:

- 1. The variance would not be contrary to the public interest or general purpose and intent of Chapter 83.

Yes: All present (3)
Absent: Dziurman, Kischnick

MOTION CARRIED

- B. **VARIANCE REQUEST, LISA J. DAIEK, 3452 WOLVERINE** – This property is a double front corner lot. It has a 25 foot minimum required setback along both Wolverine and Winter. The petitioner is requesting a variance to install a 4 foot high non-obscuring fence along the Winter property line where City Code limits fences to 30 inches high.

Mr. Grusnick reported the department received no written responses to the public hearing notices.

The applicant was present.

Mr. Abitheira opened the floor for public comment. Acknowledging there was no one present to speak, the floor was closed.

Moved by: Schuster
Support by: Abitheira

RESOLVED, To grant the variance subject to (1) installing the fence 5 feet off the property line or 6 feet from the sidewalk, and (2) adding landscaping on the outside of the fence, for the following reason:

- 1. The variance would not be contrary to the public interest or general purpose and intent of Chapter 83.

Yes: All present (3)
Absent: Dziurman, Kischnick

MOTION CARRIED

4. COMMUNICATIONS

Mr. Grusnick gave an update on Chair Dziurman.

5. PUBLIC COMMENT

None.

6. MISCELLANEOUS BUSINESS

A. 2016 MEETING DATES

It was the consensus of the Board to adopt the 2016 meeting dates as presented.

7. ADJOURNMENT

The Regular meeting of the Building Code Board of Appeals adjourned at 3:35 p.m.

Respectfully submitted,

Gary Abitheira, Acting Chair

Kathy L. Czarnecki, Recording Secretary

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

1. ROLL CALL

Present:

Ollie Apahidean
Karen Crusse
Donald Edmunds
Michael W. Hutson
Tom Krent
Philip Sanzica
John J. Tagle

Absent:

Carlton M. Faison
Padma Kuppa

Also Present:

R. Brent Savidant, Planning Director
Allan Motzny, Assistant City Attorney
Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF AGENDA

Resolution # PC-2015-11-067

Moved by: Apahidean
Seconded by: Crusse

RESOLVED, To approve the Agenda as prepared.

Yes: All present (7)
Absent: Faison, Kuppa

MOTION CARRIED

3. APPROVAL OF MINUTES

Resolution # PC-2015-11-068

Moved by: Apahidean
Seconded by: Tagle

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

Yes: All present (7)
Absent: Faison, Kuppa

MOTION CARRIED

4. PUBLIC COMMENT – Items not on the Agenda

There was no one present who wished to speak.

PRELIMINARY SITE PLAN REVIEW

5. PRELIMINARY SITE PLAN REVIEW (File Number SP 1011) – Proposed SRB Medical Dental Building, East side of Crooks, South of Wattles (3960 Crooks), Section 21, Currently Zoned NN “I” (Neighborhood Node “I”) District

Mr. Savidant reviewed revisions to the site plan and reported the Planning Department recommends approval of the Preliminary Site Plan application with the condition as noted in the Planning Consultant report dated November 3, 2015.

David Hunter of Professional Engineering Associates and Terry Nosan of Nosan Ventures were present.

Resolution # PC-2015-11-069

Moved by: Krent

Seconded by: Sanzica

RESOLVED, That Preliminary Site Plan approval, pursuant to Article 8 of the Zoning Ordinance, as requested for the proposed SRB Medical Dental Building, located on the east side of Crooks and south of Wattles (3960 Crooks), Section 21, within the NN “I” (Neighborhood Node “I”) District, be granted, subject to the following:

1. Stub the drive-aisle to the southern property line.

Yes: All present (7)

Absent: Faison, Kuppa

MOTION CARRIED

OTHER BUSINESS

6. PROPOSED ZONING ORDINANCE TEXT AMENDMENT (File Number ZOTA 248) – Woodland Protection

Mr. Savidant identified several documents that would be modified to make consistent with the proposed text amendment.

The Planning Commission concurred to schedule the item for a Public Hearing.

7. PUBLIC COMMENT – Items on Current Agenda

There was no one present who wished to speak.

8. PLANNING COMMISSION COMMENT

There were general Planning Commission comments.

The Regular meeting of the Planning Commission adjourned at 7:25 p.m.

Respectfully submitted,



Donald Edmunds, Chair



Kathy L. Gzarnecki, Recording Secretary

G:\Planning Commission Minutes\2015 PC Minutes\Final\2015 11 10 Regular Meeting_Final.doc

Acting Chair Abitheira called the Special meeting of the Building Code Board of Appeals to order at 10:03 a.m. on November 18, 2015 in the Council Board Room of the Troy City Hall.

1. ROLL CALL

Members Present

Gary Abitheira
Brian Kischnick
Michael Morris

Members Absent

Theodore Dziurman, Chair
Andrew Schuster

Support Staff Present:

Mitch Grusnick, Building Official/Code Inspector
Allan Motzny, Assistant City Attorney
Kathy L. Czarnecki, Recording Secretary

Also Present:

Attached and made a part hereof is the signature sheet of those present and signed in at this meeting.

2. HEARING OF CASES

- A. **VARIANCE REQUEST, PATRICK DEPA FOR INTERNATIONAL OUTDOOR, INC., 1125 NAUGHTON** – The petitioner is requesting relief of the Sign Code to install a 70 foot tall, 1,608 square foot ground sign set back 0 feet from the property line adjacent to I-75 and 148 feet from the property line adjacent to Naughton, and less than 1,000 feet from any sign exceeding 100 square feet in area. The following variances are requested:
- A 200 foot variance to the required 200 foot setback from the adjacent I-75 property line.
 - A 52 foot variance to the required 200 foot setback from the adjacent Naughton property line.
 - A 1308 square foot variance from the requirement that the sign not exceed 300 square feet in area.
 - A 45 foot variance from the requirement that the sign not exceed 25 feet in height.
 - A 625 foot variance from the requirement that the sign be located at least 1,000 feet from any sign exceeding 100 square feet in area.

B. VARIANCE REQUEST, PATRICK DEPA FOR INTERNATIONAL OUTDOOR, INC., PARCEL ON AUSTIN (88-20-26-401-056), ASSOCIATED WITH 1705 AND 1709

AUSTIN – The petitioner is requesting relief of the Sign Code to install a 70 foot tall, 1,608 square foot ground sign set back 0 feet from the property line adjacent to I-75, and less than 1,000 feet from any sign exceeding 100 square feet in area. The following variances are requested:

- A 200 foot variance to the required 200 foot setback from the adjacent I-75 property line.
- A 1308 square foot variance from the requirement that the sign not exceed 300 square feet in area.
- A 45 foot variance from the requirement that the sign not exceed 25 feet in height.
- A 425 foot variance from the requirement that the sign be located at least 1,000 feet from any sign exceeding 100 square feet in area.

Agenda items A and B were presented and discussed concurrently.

Present were:

- Randy Oram, International Outdoor, Inc., President
- Patrick Depa. International Outdoor, Inc., Real Estate/Certified Planner

Mr. Abitheira opened the floor for public comment.

- Dean Fitzpatrick, 1125 Naughton, Troy; spoke in opposition.
- Derek Dickow, 6476 Orchard Lake Road, West Bloomfield; submitted written correspondence from Ronny Eid of Troy Real Estate One, in support.
- Brian Tomina of Aqua Tots, 845 E. Big Beaver, Troy; spoke in support.
- Kristie Mancier, 1685 Austin, Troy; spoke in opposition.

Mr. Abitheira closed the floor for public comment.

Mr. Kischnick asked the record to reflect his opinion that the Building Code Board of Appeals is not the appropriate Board to make a decision on the variance requests because of the magnitude of the proposed signs. He feels the proposed signage is both a policy-making and community value issue.

Moved by: Morris
Support by: Abitheira

RESOLVED, To deny the variance requests for both properties, for the following reasons:

1. The applicant has not proved the variance would not be contrary to the public interest or general purpose and intent of Chapter 85.
2. The applicant has not proved the variance does not adversely affect properties in the immediate vicinity.
3. The applicant has not proved a hardship or practical difficulty.

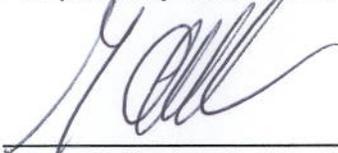
Yes: All present (3)
Absent: Dziurman, Schuster

MOTION CARRIED

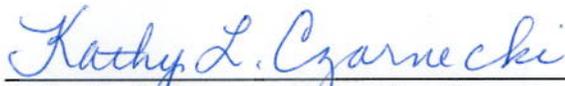
3. ADJOURNMENT

The Special meeting of the Building Code Board of Appeals adjourned at 10:45 a.m.

Respectfully submitted,



Gary Abitheira, Acting Chair



Kathy L. Czarnecki, Recording Secretary

Chair Saeger called the Animal Control Appeal Board meeting to order at 7:00 p.m. on December 2, 2015 in the Council Board Room of the Troy City Hall.

1. ROLL CALL

Present:

Patrick Carolan
Patrick Floch
Al Petrulis
Jayne Saeger

Also Present:

Paul Evans, Zoning and Compliance Specialist
Nicole MacMillan, Assistant City Attorney
Sargent Michael Szuminski, Troy Police Animal Control Liaison

2. APPROVAL OF AGENDA

MOTION by Carolan
SECOND by Petrulis

RESOLVED, to approve the agenda as submitted.

3. HEARING OF CASES

WAIVER REQUEST, JAMIE AND RENEE MUTER, 5760 CLIFFSIDE – In order to keep 3 chickens, a waiver from the requirement that the property be at least .75 of an acre in size. The property is approximately .193 acres in size. Animal Ordinance Section: 90.70.20 (f) Animal Ordinance Section 90.70.20 (f).

Mr. Evans provided a brief overview of the request. Mr. Muter apprised the Board of the history of having chickens on the property, advised that there was adjacent neighbor support, indicated that the chickens were not a nuisance, and described how the chickens are kept.

Chair Saeger opened the public hearing. A Cliffside resident spoke against the request. Mr. Evans summarized the written public comments received by the City. Four were in favor, one was conditionally in favor, and one was against. Chair Saeger closed the public hearing.

The Board noted the following:

- The .193 acres is not a sensibly-sized parcel for this request.
- That the previous identical request from 2014 was granted partially to correct errors but should not set precedent.
- That the Board was unable to have the same discussion prior to the chickens being established in 2010 when they first heard this matter in 2014.

Motion by Petrulis
Second by Floch

RESOLVED, to deny the request, but to allow the applicant 60 days to relocate the chickens.

Yes: All

MOTION PASSED

4. APPROVAL OF MINUTES – Mr. Evans noted that the Board skipped over this item.

Moved by Carolan
Second by Petrulis

RESOLVED, to approve the March 25, 2015 meeting minutes.

Yes: All

MOTION PASSED

5. OTHER BUSINESS – Proposed 2016 Animal Control Appeal Board meeting dates

Motion by Carolan
Second by Floch

RESOLVED, to approve the proposed meeting dates.

Yes: All

MOTION PASSED

6. ADJOURNMENT

The Animal Control Appeals Board meeting ADJOURNED at 7:23 p.m.

Respectfully submitted,

Jayne Saeger, Chair

Paul Evans, Zoning and Compliance Specialist

Acting Chair Abitheira called the Regular meeting of the Building Code Board of Appeals to order at 3:00 p.m. on December 2, 2015 in the Council Board Room of the Troy City Hall.

1. ROLL CALL

Members Present

Gary Abitheira
Michael Morris
Andrew Schuster

Members Absent

Theodore Dziurman, Chair
Brian Kischnick

Support Staff Present:

Mitch Grusnick, Building Official/Code Inspector
Kathy L. Czarnecki, Recording Secretary

Also Present:

Attached and made a part hereof is the signature sheet of those present and signed in at this meeting.

2. APPROVAL OF MINUTES

Moved by: Morris
Support by: Schuster

RESOLVED, To approve the minutes of the November 4, 2015 Regular meeting and November 18, 2015 Special meeting as submitted.

Yes: All present (3)
Absent: Dziurman, Kischnick

MOTION CARRIED

3. HEARING OF CASES

- A. **VARIANCE REQUEST, ALHAJ-SALEH ABDALLAH, 5691 LIVERNOIS** – This property is a double front corner lot. As such it has a 40 foot minimum required setback along Blanche. The petitioner is requesting a variance to install a 6 foot high privacy fence set back 10 feet along the Blanche property line where City Code limits fences to 30 inches high and non-obscuring.

Mr. Grusnick reported the department received two written responses to the public hearing notices in support of the variance request.

The applicant was present.

Mr. Abitheira opened the floor for public comment. Acknowledging there was no one present to speak, the floor was closed.

Moved by: Morris
Support by: Schuster

RESOLVED, To grant the variance as requested, for the following reason:

- 1. The variance would not be contrary to the public interest or general purpose and intent of Chapter 83.

Yes: All present (3)
Absent: Dziurman, Kischnick

MOTION CARRIED

- B. **VARIANCE REQUEST, LISA J. DAIEK, 3452 WOLVERINE** – This property is a double front corner lot. It has a 25 foot minimum required setback along both Wolverine and Winter. The petitioner is requesting a variance to install a 4 foot high non-obscuring fence along the Winter property line where City Code limits fences to 30 inches high.

Mr. Grusnick reported the department received no written responses to the public hearing notices.

The applicant was present.

Mr. Abitheira opened the floor for public comment. Acknowledging there was no one present to speak, the floor was closed.

Moved by: Schuster
Support by: Abitheira

RESOLVED, To grant the variance subject to (1) installing the fence 5 feet off the property line or 6 feet from the sidewalk, and (2) adding landscaping on the outside of the fence, for the following reason:

- 1. The variance would not be contrary to the public interest or general purpose and intent of Chapter 83.

Yes: All present (3)
Absent: Dziurman, Kischnick

MOTION CARRIED

4. COMMUNICATIONS

Mr. Grusnick gave an update on Chair Dziurman.

5. PUBLIC COMMENT

None.

6. MISCELLANEOUS BUSINESS

A. 2016 MEETING DATES

It was the consensus of the Board to adopt the 2016 meeting dates as presented.

7. ADJOURNMENT

The Regular meeting of the Building Code Board of Appeals adjourned at 3:35 p.m.

Respectfully submitted,

Gary Abitheira, Acting Chair

Kathy L. Czarnecki, Recording Secretary

A Meeting of the Civil Service Commission (Act 78) was held Thursday, December 3, 2015 at Troy City Hall, 500 W. Big Beaver Road in the Lower Level Conference Room. Chairman/President McGinnis called the meeting to order at 7:30 AM.

A. ROLL CALL:

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

ALSO PRESENT: Brian Kischnick, City Manager
Lori Grigg Bluhm, City Attorney
Aileen Dickson, City Clerk
Jeanette Menig, Human Resources Director
David Roberts, Fire Chief
Peter Hullinger, Fire Technician
Lynne Lambert, Human Resources Coordinator
Richard Riesterer, Fire Lieutenant
Paul Firth, Fire Lieutenant
Shawn Hugg, Fire Technician
Tonya Perry, Fire Lieutenant
Chuck Roberts, Fire Technician

B. APPROVAL OF MINUTES:

1. Approval of Minutes of Monday, October 29, 2015

Resolution #CSC-2015-10-017
Moved by Cannon
Seconded by Steele

RESOLVED, That the Troy Civil Service Commission (Act 78) hereby **APPROVES** the Minutes of the Monday, October 29, 2015, meeting as presented.

Yes: All-3
No: None

MOTION CARRIED

C. PETITIONS AND COMMUNICATIONS: None

D. REPORTS: None

E. OLD BUSINESS: None

F. NEW BUSINESS:

1. Approval of Eligible List for Assistant Fire Chief

Resolution #CSC-2015-12-018

Moved by Cannon

Seconded by Steele

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

Yes: All-3

No: None

MOTION CARRIED

2. Approval of Job Qualifications, Posting and Test Battery for Recruitment of Staff Lieutenant – Fire Department

Resolution #CSC-2015-12-019

Moved by Cannon

Seconded by Steele

RESOLVED, That the Civil Service Commission (Act 78) hereby **APPROVES** the job qualifications, the posting and the test battery for the recruitment of Staff Lieutenant – Fire Department as **PRESENTED**.

Yes: All-3

No: None

MOTION CARRIED

G. PUBLIC COMMENT: None

H. ADJOURNMENT:

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

Donald E. McGinnis, Jr., Chairman

M. Aileen Dickson, City Clerk



CITY COUNCIL REPORT

September 16, 2015

TO: Brian Kischnick, City Manager
FROM: Maggie Hughes, Management Analyst
SUBJECT: 2015//2016 Strategies Update

The 2015/2016 Top Ten Strategies were developed at the conclusion of the "Finding the Balance" City Council and Staff Retreat and formally adopted by City Council on March 9th, 2015. The Top 10 Strategies are used by the City Council and the City Manager to guide policy, inspire new initiatives, and measure progress.

The 2015/2016 Top Ten Strategies are:

1. Improve and invest in our assets, both people and infrastructure.
2. Define our organizational culture.
3. Consistently tell our story.
4. Create a sense of place.
5. Embrace a sustainable Library.
6. Implement a Trails and Pathways Plan and increase walkability.
7. Maintain strong Public Safety.
8. Improve interaction online and in-person.
9. Modernize wayfinding opportunities.
10. Celebrate diversity.

This innovative and directed approach has encouraged many new actions and processes, a sampling which are highlighted and summarized below.

1. Improve and invest in our assets, both people and infrastructure

- Completed major road construction projects during Troy Roads Rock II
- Budgeted for the replacement of the 52-4 District Court Roof
- Improved Troy Public Library by taking a \$50,000 private donation and the Friends' donation of \$111,000 by renovating Youth Services Story Room and Craft Room and buying new furniture for the Teen Area
- Added an Employee Assistance Program (EAP) through Ulliance, including individualized orientation to the service with each department
- Renewed efforts to attract, retain, and reward Volunteer Firefighters



CITY COUNCIL REPORT

- Established a safe, secure, segregated and solvent Internal Revenue Service 115 Trust to fund the Volunteer Firefighter Incentive plan. This Trust ensures funds are reserved for incentive payouts and allows for moderately aggressive investments
- Continued professional development training for staff, both internally and at recognized conferences

2. Define our organizational culture

- Supported the transparency and inclusionary culture of the city by hosting a Financial Ideas Team (FIT) to review the 2015/2016 budget
- Identified "Best Practices" of each department and shared those with residents on informational poster boards
- Applied the Why Statement with new and potential employees hired through Human Resources
- Hosted internal department open houses to educate and collaborate with our peers
- Showed staff appreciation with events such as the Employee Veterans Luncheon, Milestone Luncheon, Wellness Fair, and Summer Picnic

3. Consistently tell our story

- Completed showing the 15 for Fifteen video series
- Hosted Master Plan engagement meetings with Troy students, seniors, home owners associations, and development specialist
- Supported the Mayor's State of the City
- Celebrated Troy's 60th Birthday
- Expanded our social media efforts (City, Police, Library, and Community Center) with special attention to our Facebook engagement
- Reported quarterly from our E-Business newsletter to inform businesses on city happenings and resources
- Trained all staff with common FAQs to give correct and consistent answers
- Preparing a TPL 24/7 campaign to change the conversation from being closed on Fridays to informing patrons that we are always open online

4. Create a sense of place

- Awarded ClickOnDetroit's Best of Detroit Best Pool accolade to two-time winner, Troy Family Aquatic Center
- Supported redevelopment along Big Beaver and the Maple Corridor through projects such as DMC Children's Hospital
- Initiated Big Beaver mixed-use discussions with joint City Council and Planning Commission study sessions
- Focused Move Across Troy efforts to the pedestrian crossing near Automation Alley, currently in the design stage



CITY COUNCIL REPORT

- Implemented Phase II of the TPL wayfinding signage project in conjunction with the lobby redesign which added video monitors and improvements to the Friends' donation area
- Exercised maximum capabilities of Planning and Code Enforcement to address blighted or substandard properties such as the property south of MJR on Livernois

5. Embrace a sustainable Library

- Residents passed the .7 millage renewal with 70% in support and 30% opposed at the November 3, 2015 election
- Focused recruitment efforts for Library staff to maintain highest level of service
- Establishing a joint City-Chamber Business Resource Center

6. Implement a Trails and Pathways Plan and increase walkability

- Determined the route for a dedicated trail and pathway system to connect the Troy Civic Campus and future dog park to the Clinton River Trail.
- Included multiple citizen engagement efforts to determine the best path.
- Applied for a Transportation Alternative Grant with the Michigan Department of Transportation

7. Maintain Strong Public safety

- Added an officer at Somerset Collection resulting in a mutually-beneficial partnership
- Concentrated efforts on hiring process resulting in a fully-staffed department
- Budgeted for the purchase of new Pumper Truck for Fire Department
- Selected architectural services for new Fire Station #4 and completed demolition of residential home near site

8. Improve interaction online and in-person

- Continued the inTeracTion Troy initiative focusing on Team, Train, and Test
- Revamped online presence with an improved TPL website and new Family Aquatic Center website
- Updated residents on major road construction projects through the Troy Roads Rock webpage and GIS mapping system
- Implemented new online service options such as the Planning and Development Portal that offer 24/7 access to information on pending applications, BS & A software for Fire and Planning Department inspectors, electronic stamps for plan review in Building Department, GIS Public Input Portal, and online payment of New World Systems Miscellaneous Bills
- Reviewing a redesign upgrade for the troymi.gov website

9. Modernize wayfinding opportunities

- Supported personalized wayfinding in City Hall encouraging staff to walk visitors to the correct location. This remains a pressing issue and City Hall signage will be a component of the 2016 Retreat discussion
- Installed Phase II of the Library wayfinding plan with additional directional signage



CITY COUNCIL REPORT

- Updated internal signage at Community Center

10. Celebrate Diversity

- Programmed events at the TPL for cultural, generational, and lifestyle diversity such as the Teen Culture Fair, Art Around the World gallery presentation, AARP Tax Assistance, and Books and Brews program
- Collaborated with the Detroit Chinese Business Association, Mexican Consulate, Cuban Chamber of Commerce, and more for economic and community development
- Supported community events such as the International Children Festival, organized by the Turkish American Society, and participated in MLK Day with Troy School District
- Reinstating the Diversity Council

Upon reflection, it is clear these ten strategies have motivated staff and driven inspiration for new ideas. As we approach the 2016 Council-Staff retreat we will be looking for ways to “break bad”, committing to the development of new annual strategies so that the City of Troy can continue to innovate and improve to benefit our community.

Beth L Tashnick

Subject: FW: 1300 Livernois rd.

From: laurencemckenny@rocketmail.com [<mailto:laurencemckenny@rocketmail.com>]**Sent:** 07 December, 2015 2:11 PM**To:** Paul M Evans <P.Evans@troymi.gov>**Subject:** 1300 Livernois rd.

Dear Mr. Evans, I want to thank you and Mr. Bowers, your Code Officer for the fine work you have done. About a month ago I contacted your Department about the above address, which is an abandoned shopping mall. It had drifted into a real eyesore. Lately, graffiti was painted all over it too. In any event, Mr. Bowers contacted me the same day I called and informed me he had the whole plaza should come down soon. Three days ago a big construction crane showed up and it is half gone already. I thank you so much for such great work. I am retired now but was a Police Officer in Birmingham and a code Officer for the Bldg. department after my Police time of 30yrs. I know how frustrating your job can be, trying to please everyone, but I am impressed with your work. I had also told Mr. Bowers that the Bldg. in question had just been recently painted with nasty Graffiti, and her had that taken off within days. Thank you again and I hope The City of Troy knows how efficient your dept. is. Thank You Again, Laurence McKenny

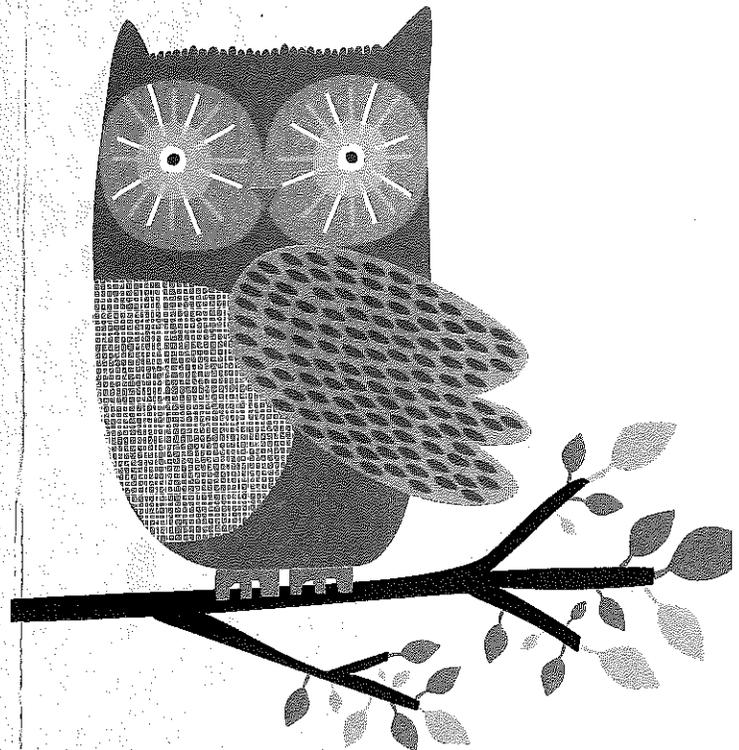
Dear Kathy & Mitch,
 I wanted to thank
 both of you for helping
 me feel a little more
 comfortable during my
 request for a "Fence Variance"
 during the Dec. 2 Meeting!
 It was my first time facing
 the "City" and you both
 stood out among the group
 as being understanding and
 respectful of my request →

Please also pass along
 my thanks to
 Paul Evans - It may not
 seem like much, but
 when people treat you
 kindly, it sure does go
 a long way in this
 world! I wanted you all
 to know I really
 appreciated your help 😊

Happy Holidays
 Lisa
 Daiek

AMERICAN GREETINGS

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CARE House of Oakland County

Crain's Detroit Best Managed
Non Profit

December 4, 2015

44765 Woodward Avenue
Pontiac, Michigan 48341

Office: (248) 332-7173
CARE House: (248) 333-0999
Fax: (248) 333-1539
www.carehouse.org

Aileen Dickson & Cindy Stewart
City of Troy
500 West Big Beaver Road
Troy, MI 48085

Dear Aileen, Cindy, & City of Troy Staff:

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Thank you for your generous donation of stuffed animals, baby items, art supplies, diapers, and toys for our Caring for Holiday Wishes Program. This will be so appreciated by the families of our clients to make some dreams come true! CARE House relies on the generosity of people in the community to ensure that we can continue to offer first-rate services at no cost to our clients. As a key member of the CARE House family, you have played a vital part in the health and well-being of some of the most vulnerable children and families of Oakland County.

Over the past several years, you have been a fundamental part of CARE House's growth and development. It is no exaggeration to say that, without your support, CARE House's ability to serve its clients would be greatly diminished. Because of your continued support, as the number of children and families coming to CARE House continues to grow, we will continue to meet their needs with excellence and sensitivity.

You are truly tireless advocates for children, and all who come to CARE House—staff, volunteers, and clients—are incredibly grateful for your continued support. I thank you again for continuing to believe that it shouldn't hurt to be a child, and I look forward to hearing from you in the future.

Sincerely,

Patricia R. Rosen
Executive Director

Patricia Rosen
Executive Director

*No goods or services were given in exchange for this contribution.
Your gift is tax deductible to the extent of the law.*