CITY COUNCIL

AGENDA

February 18, 2002 – 7:30 P.M.
Council Chambers – City Hall
500 West Big Beaver, Troy, Michigan 48084
(248) 524-3300

CALL TO ORDER 1

Invocation & Pledge Of Allegiance – Pastor Doug Schmidt, Troy Baptist Church 1

ROLL CALL 1

A-1 Minutes: Regular Meeting of February 4, 2002 1

A-2 Presentation: (a) Lusi Fang – Troy High Student/CATV Committee Student Representative, Re: Youth Councils; (b) Community Media Network – Presentation on Public Access Channel 1

PUBLIC HEARING 1

C-1 Public Hearing for Paving of Donaldson SAD No. #01.111.1 1

C-2 Proposed Rezoning – Boys and Girls Club of Troy, Southeast Corner of Long Lake and John R, Section 13, R-1C to B-3 & E-P 2

VISITOR COMMENTS 2

CONSENT AGENDA 2

E-1 Approval of Consent Agenda 3

E-2 Standard Purchasing Resolution 1: Award to Low Bidder – Standard and Compound Water Meters 4

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

E-3	Standard Purchasing Resolution 4: State of Michigan Extended Purchasing Agreements – Fleet Vehicles	4
E-4	Standard Purchasing Resolution 4: Oakland County Cooperative Purchasing Agreements – Fleet Vehicles	4
E-5	Standard Purchasing Resolution 4: State of Michigan Extended Purchasing Agreements – Truck Cab and Chassis with Flat Bed	4
E-6	Request for Approval to Pay Business Relocation Claim – World Wide Travel Bureau, Inc. – Proposed Fire Station #3 Expansion – 2300 West Big Beaver Road, Suites #7 and #8	5
E-7	Request for Renewal of Membership in the Traffic Improvement Association of Oakland County	5
E-8	Request for Sign Placement – 500 W. Big Beaver	5
E-9	Compensation for City Manager	5
E-10	Request to Set Public Hearings for: (a) Plant Rehabilitation District at 1783 E 14 Mile Rd. and (b) Industrial Facilities Exemption Certificate at 1783 E 14 Mile Rd.	6
E-11	Act 51 Mileage Certification for 2001	6
E-12	Application for New SDD License by 7-ELEVEN Corporation: (a) License Transfer and (b) Agreement	7
E-13	Application for (2 Step) Class C License Transfers by 2875 Maple, LLC and Full Service Dining, Inc. (Papa Vino's): (a) License Transfer and (b) Agreement	7
E-14	Revised Telecommunications Permit	8
E-15	Standard Purchasing Resolution 1: Award to Low Bidder – Granite Marker – Beach Road Cemetery	8
E-16	Sole Source – Animal Transport Unit and Accessories	9
E-17	Standard Purchasing Resolution 3: Exercise Renewal Option – Senior Newsletter Printing	9

E-18 M&B Concrete Construction Inc. v Cleveland Construction, Inc., et. al. 9

REGULAR BUSINESS 9

F-1 Appointments to Boards and Committees: (a) Board of Canvassers; (b) Board of Review; (c) Historic District Commission; (d) Library Committee (e) Liquor Committee; (f) Planning Commission; and (g) Traffic Committee 10

F-2 Closed Session 11

F-3 Easement Access for Improvements to the Fetterly Drain 12

F-4 Request to Establish a Public Hearing for the Appeal of Dangerous Building Determination – Accessory Structure at 1800 E. Long Lake – Parcel #88-20-14-226-003 12

F-5 2002 Poverty Exemption Guidelines 12

F-6 Section 4: Weir Control Structure/Storm Drain Master Plan Improvements 13

F-7 Tree Replacement Policy 13

F-8 County Animal Shelter Services 14

F-9 Storm Drain Master Plan Improvements 14

F-10 Purchase of Property Adjacent to Robinwood Park – Sidwell #88-20-27-333-002 14

F-11 Final Plat Approval – Meadow Creek Subdivision – West of Evanswood, North of Square Lake – Section 15

F-12 Informational Brochure for the April Ballot Proposal on Purchasing Wetlands/ Natural Features 15

F-13 Proposed Lease Agreement – Verizon Wireless 15

F-14 Proposed Agreement – Peacock Poultry 16

COUNCIL COMMENTS/REFERRALS 16

VISITORS 16

REPORTS AND COMMUNICATIONS 17

G-1 Proposed City of Troy Proclamation: 17

(a) First United Methodist Church of Troy – 175th Anniversary Celebration 17

G-2 Minutes – Boards and Committees: 17

(a) Historic District Commission/Final – November 20, 2001 17
(b) Planning Commission/Final – November 27, 2001 17
(c) Advisory Committee for Persons with Disabilities/Final – December 5, 2002 17
(d) Building Code Board of Appeals/Final – January 2, 2002 17
(e) Election Commission/Final – January 3, 2002 17
(f) Planning Commission/Final – January 8, 2002 17
(g) Parks and Recreation Advisory Board/Draft – January 10, 2002 17
(h) Liquor Advisory Committee/Final – January 14, 2002 17
(i) Historic District Commission/Draft – January 15, 2001 17
(j) Troy Daze/Draft – January 22, 2002 17
(k) Advisory Committee for Senior Citizens/Draft – February 7, 2002 17
(l) Liquor Advisory Committee/Draft – February 11, 2002 17
(m) Election Commission/Draft – February 13, 2002 17

G-3 Department Reports: 17

(a) Permits Issued During the Month of January 2002 17
(b) Monthly Financial Report – January 31, 2002 17

G-4 Announcement of Public Hearings: 17

(a) Request for Commercial Vehicle Appeal – 5184 Rochester Road – Scheduled for March 4, 2002 17

G-5 Proposed Proclamations/Resolutions from Other Organizations: 17

(a) City of Rochester Hills – Golf Course in Rochester Hills on SOCCRA's Landfill Site 17

G-6 Letters of Appreciation: 18

(a) Letter to Chief Charles Craft from Steven Alman Thanking Officer Kathy McAtee for Her Assistance During an Automobile Accident 18
(b) Letter to Chief Charles Craft from Gregory C. Rowe Complimenting Officer Hadda on His Professional Conduct 18
(c) Letter to Police Department from Fr. Sarhad Jammo and Nick Najjar – St. Joseph Catholic Chaldean Church in Appreciation of the Police Department's Assistance with Traffic During Their Christmas Day Celebration 18

(d) Letter to Chief Charles Craft from Saad Marouf, Chairman – Chaldean Federation of America Complimenting the Excellent Service the Police Department Provides for the Chaldean Community in the City of Troy 18
(e) Letter to John Szerlag from Jon R. Austin, City Manager-Madison Heights Thanking Him for His Willingness to Support the SOCRRA Project For the Restoration of the Oakland County Red Oaks Golf Course..... 18
(f) Letter to Sergeant David Swanson from Cindy Stewart on Behalf of Community Kaleidoscope Thanking the Troy Police – Crime Prevention Section for Participation gin the 2002 Community Kaleidoscope 18
(g) Letter to Mayor Pryor from Kyung-Yool Kim – Director, Korean Trade Center-Detroit Thanking the Mayor for His Continued Support of Their Organization.... 18

G-7 Calendar 18

G-8 Memorandum: Re: Projects Approved for FY 2005 in the Transportation Improvement Program (TIP) 18

G-9 Memorandum: Re: Year 2001 Police Department Calls for Service Statistics 18

G-10 Memorandum: Re: Oakland/Troy Airport 18

G-11 Memorandum: Re: Taleb v Troy and Neiman Marcus 18

G-12 Memorandum: Re: Sarhan v Troy Police Department 18

G-13 Memorandum: Re: Audited Franchise Fees Funds Recovered for Years 1995, 1996 and 1997 18

G-14 Memorandum: Re: Exclusive Use of Park Open Space 19

G-15 Memorandum: Re: MDCR (Ex. Rel Aleta B. Curry) v Troy 19

G-16 Memorandum: Re: Automotive Neon Lighting 19

G-17 Memorandum: Re: Urban Density/Infill Development Ordinance 19

G-18 Memorandum: Re: Troy Baptist/Robertson Brothers/Franklin Properties PUD – East Side of Rochester Road and South of South Boulevard, Section 1 19

G-19 Memorandum: Re: Council Request for Information on the Headlee Amendment 19

G-20 Memorandum: Re: Telly's Proposed Consent Judgment 19

G-21 Memorandum: Re: Request for Study Session to Discuss Use of SOCRRA's Landfill Property in Rochester Hills 19

CALL TO ORDER

Invocation & Pledge Of Allegiance – Pastor Doug Schmidt, Troy Baptist Church

ROLL CALL

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

A-1 Minutes: Regular Meeting of February 4, 2002

Suggested Resolution
Resolution #2002-02-
Moved by
Seconded by

RESOLVED, That the Minutes of the 7:30 PM Regular Meeting of February 4, 2002 be approved.

Yes:
No:

A-2 Presentation: (a) Lusi Fang – Troy High Student/CATV Committee Student Representative, Re: Youth Councils; (b) Community Media Network – Presentation on Public Access Channel

PUBLIC HEARING

C-1 Public Hearing for Paving of Donaldson SAD No. #01.111.1

Resolution #2002-02-
Moved by
Seconded by

WHEREAS, The City Council has caused Special Assessment Roll No. 01.111.1 to be prepared for the purpose of defraying the Special Assessment District's portion of the following described public improvement in the City of Troy:
Bituminous Paving of Donaldson, South Boulevard South to Lovell; and

WHEREAS, The City Council and the City Assessor have met after due legal notice and have reviewed said Special Assessment Roll and have heard all persons interested in said Special Assessment Roll appearing at said hearing; and

WHEREAS, The City Council is satisfied with said Special Assessment Roll as prepared by the City Assessor;

NOW, THEREFORE, BE IT RESOLVED, That Special Assessment Roll No. 01.111.1 in the amount of $75,439.98 is hereby confirmed as prepared by the City Assessor, a copy of which shall be attached to, and become a part of the original Minutes of this meeting.

Yes:
No:

C-2 Proposed Rezoning – Boys and Girls Club of Troy, Southeast Corner of Long Lake and John R, Section 13, R-1C to B-3 & E-P

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

Resolution #2002-02-
Moved by
Seconded by

RESOLVED, That the R-1C to B-3 and E-P rezoning request for the Boys & Girls Club of Troy located on the southeast corner of Long Lake Road and John R., 3.4 acres, Section 13, is hereby approved, as recommended by City Management.

Yes:
No:

VISITOR COMMENTS

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

CONSENT AGENDA

The Consent Agenda includes items of a routine nature and will be approved with one motion. That motion will approve the recommended action for each item on the Consent Agenda. Any Council Member may remove an item from the Consent Agenda and have it considered as a separate item. A member of the audience who wishes to speak in

opposition to the recommended action for any given Consent Agenda item may do so with the approval of a majority vote of City Council. ***Any item so removed from the Consent Agenda shall be considered after other items on the consent business portion of the agenda have been heard. (Rules of Procedure for the City Council, Article 13, as amended May 7, 2001.)***

E-1 Approval of Consent Agenda

Suggested Resolution
Resolution #2002-02-
Moved by
Seconded by

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

Yes:
No:

E-2 Standard Purchasing Resolution 1: Award to Low Bidder – Standard and Compound Water Meters

Suggested Resolution
Resolution #2002-02-

RESOLVED, That a contract to provide one-year requirements of Standard and Compound Water Meters with an option to renew for one additional year is hereby awarded to the sole bidder, SLC Meter Service, Inc., at unit prices contained in the bid tabulation opened January 23, 2002, at an estimated annual total cost of $141,106.00, a copy of which shall be attached to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That the award includes additional cable at $.07 per foot and Neptune meter replacement parts at a discount of 10% off list.

E-3 Standard Purchasing Resolution 4: State of Michigan Extended Purchasing Agreements – Fleet Vehicles

Suggested Resolution
Resolution #2002-02-

RESOLVED, That a contract to provide fleet vehicles through the State of Michigan Extended Purchasing Agreement with Snethkamp's Lansing Dodge is hereby awarded at an estimated total cost of $120,203.46.

E-4 Standard Purchasing Resolution 4: Oakland County Cooperative Purchasing Agreements – Fleet Vehicles

Suggested Resolution
Resolution #2002-02-

RESOLVED, That contracts to provide fleet vehicles through Oakland County Cooperative Purchasing Agreements with Red Holman Pontiac, Signature Ford L-M Jeep Eagle, Galena's Van Dyke Dodge, Golling Chrysler Jeep Inc., and Buff Whelan Chevrolet are hereby awarded at an estimated total cost of $172,971.29.

E-5 Standard Purchasing Resolution 4: State of Michigan Extended Purchasing Agreements – Truck Cab and Chassis with Flat Bed

Suggested Resolution
Resolution #2002-02-

RESOLVED, That a contract to purchase one (1) Truck Cab and Chassis with a Flat Bed Body through the State of Michigan Extended Purchasing Agreement with Bill Snethkamp's Lansing Dodge is hereby awarded at an estimated total cost of $24,119.78.

E-6 Request for Approval to Pay Business Relocation Claim – World Wide Travel Bureau, Inc. – Proposed Fire Station #3 Expansion – 2300 West Big Beaver Road, Suites #7 and #8

Suggested Resolution
Resolution #2002-02-

RESOLVED, That as required by Michigan Laws and Federal Guidelines, the City Council of the City of Troy hereby authorizes payment for relocation benefits on a fixed payment basis in the amount of $20,000.00 to World Wide Travel Bureau, Inc., the business being displaced from property at 2300 West Big Beaver Road, Suites #7 and #8.

E-7 Request for Renewal of Membership in the Traffic Improvement Association of Oakland County

Suggested Resolution
Resolution #2002-02-

RESOLVED, That the City Council hereby authorizes renewal of the City of Troy's membership in the Traffic Improvement Association, at a cost to the City of $22,300.00. Funds are available in the 2001-2002 Traffic Engineering Budget, Account No. 446.7958.

E-8 Request for Sign Placement – 500 W. Big Beaver

Suggested Resolution
Resolution #2002-02-

RESOLVED, That the request from the Boys & Girls Club of Troy to permit placement of one banner, one-hundred square feet in size, at City Hall, 500 West Big Beaver from February 22, through March 2, 2002 in conjunction with their annual Taste of Troy event is hereby approved in accordance with Section1 4.01 (2) of Chapter 78 of the City Code.

E-9 Compensation for City Manager

Suggested Resolution
Resolution #2002-02-

RESOLVED, That the salary of the City Manager shall be $123,705.00 per year, effective January 1, 2002, and the City Manager shall continue to be included in the "exempt" class and be provided the fringe benefits for this class.

E-10 Request to Set Public Hearings for: (a) Plant Rehabilitation District at 1783 E 14 Mile Rd. and (b) Industrial Facilities Exemption Certificate at 1783 E 14 Mile Rd.

(a) Plant Rehabilitation District at 1783 E 14 Mile Rd.

Suggested Resolution
Resolution #2002-02-

RESOLVED, That a Public Hearing is hereby scheduled for Monday, March 18, 2002, to consider the request from Tire Wholesalers Company, Inc., for the establishment of a Plant Rehabilitation District at 1783 E 14 Mile Rd.- Troy, MI – Parcel #88-20-36-476-037.

(b) Industrial Facilities Exemption Certificate at 1783 E 14 Mile Rd.

Suggested Resolution
Resolution #2002-02-

RESOLVED, That a Public Hearing is hereby scheduled for Monday, March 18, 2002 to consider the Application for an Industrial Facilities Exemption Certificate from Tire Wholesalers Company, Inc., at 1783 E 14 Mile Rd. – Troy, MI – Parcel #88-20-36-476-037

E-11 Act 51 Mileage Certification for 2001

Suggested Resolution
Resolution #2002-02-

WHEREAS, It is necessary to furnish certain information to the State of Michigan to place streets within the city street system for the purpose of obtaining funds under Act 51, P.A. 1951, as amended; and

WHEREAS, That the City of Troy hereby accepts the following platted streets: Ashbury, Fadi, Marcus, Parasol, Portobello, Provincial, Rhode Island, Rothwell, Salma, and Wardlow; and

RESOLVED, That the City of Troy hereby accepts the non-platted streets of Cedar Knoll, Edgewater, Rabeen, Sandalwood, and Windmill whose legal descriptions are attached and made a part hereto; and

BE IT FURHTER RESOLVED, That said streets are located within the City of Troy; right-of-way is under the control of the City of Troy; said streets are public streets and are for public street purposes; and said streets are accepted into the City of Troy local street system.

E-12 Application for New SDD License by 7-ELEVEN Corporation: (a) License Transfer and (b) Agreement

Suggested Resolution
Resolution #2002-02-

(a) License Transfer

RESOLVED, That the request from 7-ELEVEN, INC., for new Specially Designated Distributor (SDD) license, to be held in conjunction with existing 2001 Specially Designated Merchant (SDM) licensed business located at 2891 Crooks - Troy, MI 48084, Oakland County [MLCC REF# 137558]; be considered for approval. It is the consensus of this legislative body that the application be recommended for issuance.

(b) Agreement

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

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Troy hereby approves an agreement with 7-ELEVEN, INC., which shall become effective upon approval of the new Specially Designated Distributor (SDD) license, located at 2891 Crooks - Troy, MI 48084, Oakland County; and the Mayor and City Clerk are authorized to execute the document, a copy of which shall be attached to the original Minutes of this meeting.

E-13 Application for (2 Step) Class C License Transfers by 2875 Maple, LLC and Full Service Dining, Inc. (Papa Vino's): (a) License Transfer and (b) Agreement

(a) License Transfer

Suggested Resolution
Resolution #2002-02-

RESOLVED, That the request from Full Service Dining, Inc., to transfer ownership of 1997 Class C licensed business with Dance Permit and Official Permit (Food), from 2875 Maple, LLC, and transfer location to Midtown Square Shopping Center, and add new SDM, be considered for approval. It is the consensus of this legislative body that the application be recommended for issuance.

(b) Agreement

Suggested Resolution
Resolution #2002-02-

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

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Troy hereby approves an agreement with Full Service Dining, Inc., which shall become effective upon approval of the transfer ownership of 1997 Class C licensed business with Dance Permit and Official Permit (Food), from 2875 Maple, LLC, and transfer location to Midtown Square Shopping Center, and add new SDM; and the Mayor and City Clerk are authorized to execute the document, a copy of which shall be attached to the original Minutes of this meeting.

E-14 Revised Telecommunications Permit

Suggested Resolution
Resolution #2002-02-

RESOLVED, That the Revised Telecommunications Agreement between the City of Troy and Metropolitan Fiber Systems of Detroit, Inc., is hereby approved, as recommended by the City Attorney, and the Mayor and City Clerk are authorized to execute the document. A copy of the agreement shall be attached to the original Minutes of this meeting.

E-15 Standard Purchasing Resolution 1: Award to Low Bidder – Granite Marker – Beach Road Cemetery

Suggested Resolution
Resolution #2002-02-

RESOLVED, That a contract to provide and install one (1) granite marker at Beach Road Cemetery is hereby awarded to the sole bidder, Fenton Memorials & Vaults, at an estimated total cost of $12,000.00.

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

E-16 Sole Source – Animal Transport Unit and Accessories

Suggested Resolution
Resolution #2002-02-

WHEREAS, Schroer Manufacturing Company is the sole source provider of Shor-Line Animal Transport Units and Accessories; and

WHEREAS, The equipment currently being used is unable to fit in the new Animal Control Truck; and

NOW, THEREFORE, BE IT RESOLVED, That a contract is hereby awarded to Schroer Manufacturing Company, the sole source provider for Shor-Line Animal Transport Units and accessories at an estimated total cost of $11,972.00, which includes freight.

E-17 Standard Purchasing Resolution 3: Exercise Renewal Option – Senior Newsletter Printing

Suggested Resolution
Resolution #2002-02-

WHEREAS, On February 19, 2001, a one-year contract with an option to renew for one additional year for printing the senior newsletter was awarded to Advance Print and Design (Resolution #2001-02-103-E-4); and

WHEREAS, Advance Print and Design has agreed to exercise the one-year option to renew under the same pricing, terms, and conditions;

NOW, THEREFORE, BE IT RESOLVED, That the option to renew the contract is hereby exercised with Advance Print and Design to provide printing of the senior newsletter under the same contract prices, terms, and conditions for one year, to expire February 19, 2003.

E-18 M&B Concrete Construction Inc. v Cleveland Construction, Inc., et. al.

Suggested Resolution

Resolution #2002-02-

RESOLVED, That the City Attorney is hereby authorized and directed to represent the City of Troy in any and all claims and damages in the matter of M&B Concrete Construction, Inc. v Cleveland Construction, Inc., et. al, and to retain any necessary expert witnesses and outside legal counsel to adequately represent the City.

REGULAR BUSINESS

Persons interested in addressing City Council on items, which appear on the printed Agenda, may do so at the time the item is discussed. For those addressing City Council, time may be limited to not more than twice nor longer than five (5) minutes on any

question, unless so permitted by the Chair, in accordance with the Rules of Procedure of the City Council, Article 6, as amended May 7, 2001. Persons interested in addressing City Council on items, which are not on the printed Agenda, may do so under the last item of the Regular Business (F) Section.

F-1 Appointments to Boards and Committees: (a) Board of Canvassers; (b) Board of Review; (c) Historic District Commission; (d) Library Committee (e) Liquor Committee; (f) Planning Commission; and (g) Traffic Committee

Suggested Resolution
Resolution #2002-02-
Moved by
Seconded by

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

(a) Board of Canvassers Council Approval

_____ Unexpired Term Expires 12-31-2003

_____ Term Expires 12-31-2005

(b) Board of Review Mayor, Council Approval

_____Term Expires 01-31-2005

(c) Historic District Commission Council Appointment

_____ Term Expires 03-01-2004

(d) Library Committee Council Appointment

_____Student Rep Term Expires 07-01-2002

(e) Liquor Committee Council Appointment

_____ Student Rep Term Expires 07-01-2002

_____ Unexpired Term Expires 01-31-2003

(f) Planning Commission Mayor, Council Approval

_____ Term Expires 12-31-2004

(g) Traffic Committee Council Appointment

_____ Student Rep Term Expires 07-01-2002

Yes:
No:

F-2 Closed Session

(a) Suggested Resolution A

Suggested Resolution
Resolution #2002-02-
Moved by
Seconded by

RESOLVED, That the City Council of the City of Troy shall meet in Closed Session as permitted by State Statute MCLA 15.268, Section (e) Troy v Corkum and Troy v Flynn, after adjournment of this meeting.

Yes:
No:

(b) Suggested Resolution B

Suggested Resolution
Resolution #2002-02-
Moved by
Seconded by

RESOLVED, That the City Council of the City of Troy shall meet in Closed Session as permitted by State Statute MCLA 15.268, Section (c)**,** after adjournment of this meeting.

Yes:
No:

F-3 Easement Access for Improvements to the Fetterly Drain

Suggested Resolution
Resolution #2002-02-
Moved by
Seconded by

RESOLVED, That the City of Troy grants approval to access the Fetterly Drain easement across city-owned property adjacent to Jaycee Park, subject to review and approval by the City of Troy, Oakland County Drain Commission, and Michigan Department of Environmental Quality of site engineering plans meeting all applicable state and local laws, ordinances, and design requirements, including state wetland regulation; approval is also subject to City access to property impacted by the Fetterly Drain improvements in order to inventory existing wetlands and assurance that impacts to state-regulated wetlands are eliminated or mitigated to the satisfaction of the City and the Michigan Department of Environmental Quality.

Yes:
No:

F-4 Request to Establish a Public Hearing for the Appeal of Dangerous Building Determination – Accessory Structure at 1800 E. Long Lake – Parcel #88-20-14-226-003

Suggested Resolution
Resolution #2002-02-
Moved by
Seconded by

RESOLVED, That a Public Hearing is hereby established for Monday, March 4, 2002 to consider the request of Mr. Grant Norris, to appeal the Building Department's determination that the accessory structure located on the site of 1800 E. Long Lake, Troy, Michigan on Parcel #88-20-14-226-003 is a dangerous building pursuant to the definitions of Section 5.3 (d) and (e) of Chapter 82-B of the Troy City Code.

Yes:
No:

F-5 2002 Poverty Exemption Guidelines

Suggested Resolution
Resolution #2002-02-
Moved by
Seconded by

RESOLVED, That pursuant to MCL 211.7u, the City Council of the City of Troy hereby approves the proposed "Poverty Exemption Guidelines" for 2002, as presented by the City Assessor in a memorandum dated January 9, 2002, a copy of which shall be attached to the original Minutes of this meeting.

Yes:
No:

F-6 Section 4: Weir Control Structure/Storm Drain Master Plan Improvements

Suggested Resolution
Resolution #2002-02-
Moved by
Seconded by

WHEREAS, Hubbell, Roth & Clark in accordance with the General Engineering Contract, was authorized by City Council Resolution No. 98-114-C-17, dated March 2, 1998 to provide engineering services to the City of Troy; and

WHEREAS, The City of Troy is dedicated to the storm drain improvements listed a part of the Master Storm Drainage Plan Update; and

WHEREAS, There is a need to make improvements to the existing Weir Structure located on City of Troy property in Section 4, which is listed as part of the Master Storm Drainage Plan Update;

NOW, THEREFORE, BE IT RESOLVED, The City of Troy is providing authorization to proceed with the design services for the improvements to the Section 4 Weir Control Structure at a cost not to exceed $15,638.00 without prior authorization.

Yes:
No:

F-7 Tree Replacement Policy

Suggested Resolution
Resolution #2002-02-
Moved by
Seconded by

WHEREAS, The City of Troy Parks and Recreation Department is responsible for maintenance of street trees in the residential areas of the City ; and

WHEREAS, Past practice has been to replace removed residential street trees only upon request of the resident; and

WHEREAS, The aesthetics of the City will be enhanced by the replacement of all removed residential street trees;
NOW, THEREFORE, BE IT RESOLVED, That the City adopt an official Tree Replacement Policy calling for the systematic replacement of all residential street trees that are removed for any reason.

Yes:
No:

F-8 County Animal Shelter Services

Suggested Resolution
Resolution #2002-02-
Moved by
Seconded by

RESOLVED, That the Animal Care Center Services and Disposal Interlocal Agreement by and between Oakland County and the City of Troy, is hereby approved; the Mayor and City Clerk are authorized to execute the documents, and a copy shall be attached to the original Minutes of this meeting.

Yes:
No:

F-9 Storm Drain Master Plan Improvements

Suggested Resolution
Resolution #2002-02-
Moved by
Seconded by

WHEREAS, Hubbell, Roth & Clark in accordance with the General Engineering Contract was authorized by City Council Resolution No. 98-114-C-17, dated March 2, 1998 to provide engineering services to the City of Troy; and

WHEREAS, The City of Troy is dedicated to the storm drain improvements listed as part of the Master Storm Drainage Plan Update; and

WHEREAS, The Storm Drain Improvements in Section 14 were listed as part of the Master Storm Drainage Plan Update.

NOW, THEREFORE, BE IT RESOLVED, The City of Troy is providing authorization to proceed with the design services for the Storm Drain Improvements in Section 14 at a cost of $38,300.00.

Yes:
No:

F-10 Purchase of Property Adjacent to Robinwood Park – Sidwell #88-20-27-333-002

Suggested Resolution
Resolution #2002-02-
Moved by

Seconded by

RESOLVED, That the Real Estate and Development Department is hereby authorized to make an offer to purchase a vacant parcel on Eastport Street adjacent to Robinwood Park having Sidwell #88-20-27-333-002 from Trent and Wendy Bomers in the amount of $22,000.00 plus closing costs.

Yes:
No:

F-11 Final Plat Approval – Meadow Creek Subdivision – West of Evanswood, North of Square Lake – Section

Suggested Resolution
Resolution #2002-02-
Moved by
Seconded by

RESOLVED, That Final Plat Approval for Meadow Creek Subdivision, located west of Evanswood and north of Square Lake in Section 1, be granted as recommended by City Management.

Yes:
No:

F-12 Informational Brochure for the April Ballot Proposal on Purchasing Wetlands/ Natural Features

Suggested Resolution
Resolution #2002-02-
Moved by
Seconded by

RESOLVED, That the informational brochure on the proposed bond issue relating to the City of Troy purchasing wetlands/natural features in Troy is deemed to be contextually neutral and City management is authorized to distribute the informational brochure to every residence in the City of Troy.

Yes:
No:

F-13 Proposed Lease Agreement – Verizon Wireless

Suggested Resolution
Resolution #2002-02-
Moved by
Seconded by

RESOLVED, That the Acknowledgment and Lease between Verizon Wireless and the City of Troy is hereby approved, as recommended by the City Attorney, and the Mayor and City Clerk are authorized to execute the document. A copy of the agreement shall be attached to the original Minutes of this meeting.

Yes:
No:

F-14 Proposed Agreement – Peacock Poultry

Suggested Resolution
Resolution #2002-02-
Moved by
Seconded by

(a) Proposed Resolution A

RESOLVED, That the Agreement between the City of Troy and Gerald and Merilyn Peacock, is hereby approved, and the Mayor and City Clerk are authorized to execute the document, and a copy is to be attached to the original Minutes of this meeting.

OR

(b) Proposed Resolution B

RESOLVED, That the City Attorney's Office is authorized to file suit against the Peacocks for expansion of a non-conforming use, and to prosecute all pending matters.

Yes:
No:

COUNCIL COMMENTS/REFERRALS

VISITORS

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

REPORTS AND COMMUNICATIONS

G-1 Proposed City of Troy Proclamation:

Suggested Resolution
Resolution #2002-02-
Moved by
Seconded by

RESOLVED, That the following City of Troy Proclamation, be approved:
(a) First United Methodist Church of Troy – 175th Anniversary Celebration

Yes:
No:

G-2 Minutes – Boards and Committees:

(a) Historic District Commission/Final – November 20, 2001
(b) Planning Commission/Final – November 27, 2001
(c) Advisory Committee for Persons with Disabilities/Final – December 5, 2002
(d) Building Code Board of Appeals/Final – January 2, 2002
(e) Election Commission/Final – January 3, 2002
(f) Planning Commission/Final – January 8, 2002
(g) Parks and Recreation Advisory Board/Draft – January 10, 2002
(h) Liquor Advisory Committee/Final – January 14, 2002
(i) Historic District Commission/Draft – January 15, 2001
(j) Troy Daze/Draft – January 22, 2002
(k) Advisory Committee for Senior Citizens/Draft – February 7, 2002
(l) Liquor Advisory Committee/Draft – February 11, 2002
(m) Election Commission/Draft – February 13, 2002

G-3 Department Reports:

(a) Permits Issued During the Month of January 2002
(b) Monthly Financial Report – January 31, 2002

G-4 Announcement of Public Hearings:

(a) Request for Commercial Vehicle Appeal – 5184 Rochester Road – Scheduled for March 4, 2002

G-5 Proposed Proclamations/Resolutions from Other Organizations:

(a) City of Rochester Hills – Golf Course in Rochester Hills on SOCCRA's Landfill Site

G-6 Letters of Appreciation:

(a) Letter to Chief Charles Craft from Steven Alman Thanking Officer Kathy McAtee for Her Assistance During an Automobile Accident

(b) Letter to Chief Charles Craft from Gregory C. Rowe Complimenting Officer Hadda on His Professional Conduct

(c) Letter to Police Department from Fr. Sarhad Jammo and Nick Najjar – St. Joseph Catholic Chaldean Church in Appreciation of the Police Department's Assistance with Traffic During Their Christmas Day Celebration

(d) Letter to Chief Charles Craft from Saad Marouf, Chairman – Chaldean Federation of America Complimenting the Excellent Service the Police Department Provides for the Chaldean Community in the City of Troy

(e) Letter to John Szerlag from Jon R. Austin, City Manager-Madison Heights Thanking Him for His Willingness to Support the SOCRRA Project For the Restoration of the Oakland County Red Oaks Golf Course

(f) Letter to Sergeant David Swanson from Cindy Stewart on Behalf of Community Kaleidoscope Thanking the Troy Police – Crime Prevention Section for Participation gin the 2002 Community Kaleidoscope

(g) Letter to Mayor Pryor from Kyung-Yool Kim – Director, Korean Trade Center-Detroit Thanking the Mayor for His Continued Support of Their Organization

G-7 Calendar

G-8 Memorandum: Re: Projects Approved for FY 2005 in the Transportation Improvement Program (TIP)

G-9 Memorandum: Re: Year 2001 Police Department Calls for Service Statistics

G-10 Memorandum: Re: Oakland/Troy Airport

G-11 Memorandum: Re: Taleb v Troy and Neiman Marcus

G-12 Memorandum: Re: Sarhan v Troy Police Department

G-13 Memorandum: Re: Audited Franchise Fees Funds Recovered for Years 1995, 1996 and 1997

G-14 Memorandum: Re: Exclusive Use of Park Open Space

G-15 Memorandum: Re: MDCR (Ex. Rel Aleta B. Curry) v Troy

G-16 Memorandum: Re: Automotive Neon Lighting

G-17 Memorandum: Re: Urban Density/Infill Development Ordinance

G-18 Memorandum: Re: Troy Baptist/Robertson Brothers/Franklin Properties PUD – East Side of Rochester Road and South of South Boulevard, Section 1

G-19 Memorandum: Re: Council Request for Information on the Headlee Amendment

G-20 Memorandum: Re: Telly's Proposed Consent Judgment

G-21 Memorandum: Re: Request for Study Session to Discuss Use of SOCRRA's Landfill Property in Rochester Hills

Respectfully submitted,

John Szerlag, City Manager

A Regular Meeting of the Troy City Council was held Monday, February 4, 2002, at City Hall, 500 W. Big Beaver Road. Mayor Matt Pryor called the Meeting to order at 7:40 P.M.

INVOCATION AND PLEDGE OF ALLEGIANCE

The Invocation was given by – Pastor Scott LeLaCheur, Zion Christian Church and the Pledge of Allegiance to the Flag was given.

ROLL CALL

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

A-1 Minutes: Regular Meeting of January 14, 2002; and Special Meeting of January 15, 2002

Resolution #2002-02-047
Moved by Pallotta
Seconded by Kaszubski

RESOLVED, That the Minutes of the 7:30 PM Regular Meeting of January 14, 2002; and the 7:30 Special Meeting of January 15, 2002 be approved.

Yes: All-7

A-2 **Presentation**: (a) Proclamation Recognizing Larry Patton – Olympic Torch Relay - Mayor Pryor presented a proclamation to Larry Patton in recognition of his participation in the Olympic Torch Relay; (b) Proclamation Recognizing J. Scott Moseley – Eagle Scout Award - Mayor Pryor presented a proclamation recognizing J. Scott Moseley's achievement in earning the honor of Eagle Scout; and (c) Mayor Pryor presented Courageous Persuaders: Ashley Andre, John Barczyk, Jared Finney, Dan Goodenough, Jennifer Licus, Judge Michael Martone, and Brian Stillman each with a proclamation recognizing their participation in the Courageous Persuaders program.

PUBLIC HEARING

C-1 Public Hearing for Paving of Westaway SAD #01.112.1

Resolution #2002-02-048
Moved by Pallotta
Seconded by Schilling

WHEREAS, The City Council has caused Special Assessment Roll No. 01.112.1 to be prepared for the purpose of defraying the Special Assessment Districts portion of the following described public improvement in the City of Troy:

Bituminous paving of Westaway, South Boulevard south to Lovell; and

WHEREAS, The City Council and the City Assessor have met after due legal notice and have reviewed said Special Assessment Roll and have heard all persons interested in said Special Assessment Roll appearing at said hearing; and

WHEREAS, The City Council is satisfied with said Special Assessment Roll as prepared by the City Assessor.

NOW, THEREFORE, BE IT RESOLVED, That Special Assessment Roll No. 01.112.1 in the amount of $68,790.00 is hereby confirmed as prepared by the City Assessor, a copy of which shall be attached to, and become a part of the Minutes of this meeting.

Yes: All-7

C-2 Texaco Ovonic Battery Systems, IDD

Resolution #2002-02-049
Moved by Pallotta
Seconded by Schilling

RESOLVED, That the City Council of the City of Troy hereby establishes an Industrial Development District (IDD) for Texaco Ovonic Battery Systems, L.L.C., for property known as 1334 Maplelawn – Troy, MI 48084-5341, Parcel #88-20-28-301-003 more particularly described as T2N, R11E, Section 28, Kirts Industrial Park Sub, Lot 1, in accordance with City Council Policy Resolution #79-128, as amended.

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

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

C-3 Texaco Ovonic Battery Systems, IFEC

Resolution #2002-02-050

Moved by Pallotta
Seconded by Kaszubski

WHEREAS, After due notice and proper hearing, the City Council of the City of Troy on February 4, 2002, created an Industrial Development District (IDD) for property known as 1334 Maplelawn, Real Property #88-20-28-301-003; and

WHEREAS, An Application has been submitted by Texaco Ovonic Battery Systems, L.L.C. for an Industrial Facilities Exemption Certificate (IFEC) for personal property at 1334 Maplelawn for 8 years; and

WHEREAS, After due and proper notice by the City Clerk, the City Council on February 4, 2002, held a Public Hearing giving opportunity for comment by all taxing units as to the possibility that the granting of an Industrial Facilities Exemption Certificate (IFEC) for Texaco Ovonic Battery Systems, L.L.C. at 1334 Maplelawn may have the effect of substantially impeding the operation of the taxing unit or impairing the financial soundness of the taxing unit;

NOW, THEREFORE, BE IT RESOLVED, By the City Council of the City of Troy, that it has found that the granting of the Industrial Facilities Exemption Certificate (IFEC) for Texaco Ovonic Battery System, L.L.C. at 1334 Maplelawn shall not substantially impede the operation of the City of Troy nor has it been found that the granting of the Certificate will impair the financial soundness of a taxing unit which levies property taxes on said property; and

BE IT FURTHER RESOLVED, That the application for an Industrial Facilities Exemption Certificate (IFEC) for Texaco Ovonic Battery Systems, L.L.C. at 1334 Maplelawn, Real Property Parcel #88-20-28-301-003, be hereby approved for personal property for a term not to exceed 8 years, contingent upon the execution of a Letter of Agreement between the City of Troy and Texaco Ovonic Battery Systems, L.L.C., in accordance with City Council Policy Resolution #83-555, as amended on December 18, 2000; and

BE IT FURTHER RESOLVED, That the Mayor and City Clerk are authorized to execute the Letter of Agreement between the City of Troy and Texaco Ovonic Battery Systems, L.L.C., a copy of which shall be attached to the original Minutes of this meeting; and

BE IT FINALLY RESOLVED, That the City Clerk is hereby authorized to complete the Applications and transmit same to the State Tax Commission, Treasury Building – P.O. Box 30471 – Lansing, MI 48909-7971.

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

C-4 Proposed Rezoning – Section 1 Golf Course – South of South Blvd, East of John R – R-1D to C-F

Resolution #2002-02-051
Moved by Pallotta
Seconded by Beltramini

RESOLVED, That the R-1D to C-F rezoning request for a Section 1 Golf Course located south of South Blvd., east of John R., Section 1, is hereby approved, as recommended by City Management and by the Planning Commission.

Yes: All-7

C-5 Proposed Rezoning – Jax Car Wash – South Side of Maple Rd., East of Coolidge Rd., Section 32, B-3 to H-S

Resolution #2002-02-052
Moved by Pallotta
Seconded by Howrylak

RESOLVED, That the B-3 to H-S rezoning request of 0.75 acres, on the south side of Maple Road and east of Coolidge Road, is hereby approved, as recommended by City Management and by the Planning Commission.

Yes: All-7

VISITOR COMMENTS

CONSENT AGENDA

E-1 Approval of Consent Agenda

Resolution #2002-02-053
Moved by Pallotta
Seconded by Kaszubski

RESOLVED, That all items as presented on the Consent Agenda are hereby approved as presented with the exception of Item E-9, which shall be considered after Consent Agenda (E) items, as printed.

Yes: All-7

E-2 Approval to Pay Business Relocation Claim – Seth E. Walker & Co. – Proposed Fire Station #3 Expansion – 2300 West Big Beaver Road, Suite #10

Resolution #2002-02-053-E-2

RESOLVED, That as required by Michigan Laws and Federal Guidelines, the City Council of the City of Troy hereby authorizes payment for relocation benefits on a fixed payment basis in the amount of $20,000.00, to Seth E. Walker & Co., the business being displaced from property at 230 West Big Beaver Road, Suite #10.

E-3 Acceptance of Easements, Deed & Approval of Agreement – Sandalwood South Condominium Project – Sandalwood South, L.L.C.

Resolution #2002-02-053-E-3

RESOLVED, That the permanent easements for watermain and sanitary sewer and warranty deed from Sandalwood South, L.L.C. for the Sandalwood South Condominium Project, being part of property having Sidwell #88-20-03-226-019 are accepted; and the City Clerk is hereby directed to record said documents with the Oakland County Register of Deeds, a copy of which shall be attached to the original Minutes of this meeting; and

BE IT FURTHER RESOLVED, That the Private Road Agreement with Sandalwood South, L.L.C. also for the Sandalwood South Condominium Project, be approved and that the Mayor and City Clerk be authorized to sign said agreements; and the City Clerk is hereby directed to record said documents with the Oakland County Register of Deeds, a copy of which shall be attached to the original Minutes of this meeting.

E-4 Crooks at Kirts Traffic Signal Improvements – Cost Participation Agreement with RCOC – Contract No. 01-9

Resolution #2002-02-053-E-4

RESOLVED, That the Cost Participation Agreement between the City of Troy and the Road Commission for Oakland County for the Crooks at Kirts Traffic Signal Improvement Project, Project No. 00.107.5, is hereby approved and the Mayor and City Clerk are authorized to execute the Agreement

E-5 Standard Purchasing Resolution 1: Award to Low Bidder Maple Road Water Main – Coolidge to the West City Limits, Contract No. 01-12

Resolution #2002-02-053-E-5

RESOLVED, That Contract No. 01-12, Maple Road Water Main, Coolidge to the west City limits, be awarded to Roger Ingles Construction, Inc., P.O. Box 315, Lake Orion, MI 48361 at an estimated total cost of $186,854.00.
BE IT FURTHER RESOLVED, That the award is contingent upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements, and if additional work is required that could not be foreseen, such additional work is authorized in an amount not to exceed 10% of the total project cost.

E-6 Amendment – Ameritech Voice and Data Communication

Resolution #2002-02-053-E-6

WHEREAS, On Monday, October 15, 2001, Troy City Council authorized the City Manager to execute contracts with Ameritech for communication service as outlined in Council Memorandum dated October 9, 2001, in an estimated amount of $34,467.00 for three years, Resolution #2001-10-499-E-14; and

WHEREAS, Ameritech would provide improved internet access service with less concern about the volatility of the marketplace at an estimated annual savings of $2,472.00, as outlined in Appendix A;

NOW, THEREFORE, BE IT RESOLVED, That the contract with Ameritech be amended to include Internet Service is hereby approved resulting in a change of $4,668.00 per year, for a new estimated total annual cost of $39,135.00, to expire in 2004.

E-7 Standard Purchasing Resolution 7 – Proprietary Maintenance Service Contract – GIS Software

Resolution #2002-02-053-E-7

RESOLVED, That a one-year software maintenance contract for the City of Troy's GIS Software System is hereby approved to Environmental Systems Research Institute (ESRI), for proprietary software at an estimated total cost of $13,200.06 expiring March 23, 2003.

E-8 Standard Purchasing Resolution 3: Exercise Renewal Option – Printing Service of the 2002 Summer/Winter Tax Bills

Resolution #2002-02-053-E-8

WHEREAS, On May 7, 2001 a contract for the printing of the 2001 Summer/Winter Tax Bills with an option to renew for one additional tax year was awarded to the low bidder, Whitlock Business Systems, Resolution #2001-05-232-E-8; and

WHEREAS, Whitlock Business Systems has agreed to exercise the option to renew this contract for the 2002 Summer/Winter Tax Bills under the same pricing, terms, and conditions;

NOW, THEREFORE, BE IT RESOLVED, That the option to renew the contract is hereby exercised with Whitlock Business Systems to provide printing and mailing services of the 2002 Summer//Winter Tax Bills under the same pricing, terms, and conditions for the 2002 tax year, expiring December 31, 2002.

E-10 Mon Jin Lau Fireworks

Resolution #2002-02-053-E-10

RESOLVED, That the City Council of the City of Troy does hereby waive City Ordinances Chapter 98, 98.05.16 Fireworks and Chapter 93, 3301.1.3 Fireworks for the purpose of celebrating Chinese New Year at the Mon Jin Lau restaurant, located at 1515 East Maple Road on February 11, 2002.

E-11 Acceptance of Easements – Village Green Development, V.G.P. L.L.C.

Resolution #2002-02-053-E-11

RESOLVED, That the Permanent Easements for watermain, sanitary sewer, storm sewer and sidewalk from V.G.P. L.L.C. being part of property having Sidwell #88-20-29-226-079 and #88-20-29-227-027 are accepted; and a copy of which shall be attached to the original Minutes of this meeting.

E-12 The Wall That Heals Exhibition

Resolution #2002-02-053-E-12

RESOLVED, That the City Council of the City of Troy approve the use of the southeast corner of Town Center and Civic Center Dr. for the Veteran's Memorial Committee to host "The Wall That Heals" exhibition September 3-8, 2003. Approval is contingent on necessary permits being secured.

ITEM TAKEN OUT OF ORDER

E-9 Osmic Vacation of Existing IDD, Vacation of Unexpired IFEC

Resolution #2002-02-054
Moved by Pallotta
Seconded by Kaszubski

RESOLVED, That a Public Hearing is hereby scheduled for Monday, March 4, 2002, to consider the breach of the Letter of Agreement, the abandonment of the Industrial Development District (IDD), and the early termination of Industrial Facilities Exemption Certificate (IFEC) #97-417, by OSMIC, Inc., (formerly at 1788 Northwood - Troy, MI 48083), by virtue of their leaving the City of Troy before the expiration of their IFEC.

Yes: All-7
RECESS: 8:55 PM – 9:17 PM

REGULAR BUSINESS

F-1 Appointments to Boards and Committees: (a) Board of Canvassers; (b) Board of Review; (c) CATV Advisory Committee; (d) Historic District Commission; (e) Historical Commission; (f) Library Committee (g) Liquor Committee; (h) Planning Commission; and (i) Traffic Committee

Resolution #2002-02-055
Moved by Pallotta
Seconded by Kaszubski

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

(c) CATV Advisory Committee

Bryan H. Wehrung Term Expires 02-28-2005

(e) Historical Commission Council Appointment

Jack Turner Term Expires 07-31-2004

Charter Revision Committee Council Appointment

Jerry E. loom Unexpired Term Expires 04-30-2004

Yes: All-7

Appointments Carried-Over as Item F-1 on the Next Regular City Council Meeting Agenda Scheduled for February 18, 2002:

(a) Board of Canvassers Council Approval

_____ Unexpired Term Expires 12-31-2003

_____ Term Expires 12-31-2005

(b) Board of Review Mayor, Council Approval

_____ Term Expires 01-31-2005

(d) Historic District Commission Council Appointment

_____ Term Expires 03-01-2004

(e) Historical Commission Council Appointment

_____ Student Rep Term Expires 07-01-2002

(f) Library Committee Council Appointment

_____Student Rep Term Expires 07-01-2002

(g) Liquor Committee Council Appointment

_____ Student Rep Term Expires 07-01-2002

(h) Planning Commission Mayor, Council Approval

_____ Term Expires 12-31-2004

(i) Traffic Committee Council Appointment

_____ Student Rep Term Expires 07-01-2002

F-2 Closed Session

Resolution #2002-02-056
Moved by Pallotta
Seconded by Kaszubski

RESOLVED, That the City Council of the City of Troy shall meet in Closed Session as permitted by State Statute MCLA 15.268, Section (e), Rabbani v. City of Troy, after adjournment of this meeting.

Yes: All-7

F-3 Approval for Mayor and City Council Members to Attend the 2002 Annual Michigan Municipal League (MML) Conference at the Lansing Center in Lansing, Michigan on Wednesday, March 20, 2002

Resolution #2002-02-057
Moved by Pallotta
Seconded by Kaszubski

RESOLVED, That Troy City Council is authorized to attend the 2002 Annual Michigan Municipal League (MML) Conference at the Lansing Center in Lansing, Michigan on Wednesday, March 20, 2002 with Council Member Beltramini serving as delegate and Council Member Howrylak serving as alternate.

Yes: All-7

F-4 Approval of Contract with MDOT for the Preliminary Engineering for the Reconstruction and Widening of Big Beaver Road, from Rochester Road to Dequindre Road – Project No. 01.105.5

Resolution #2002-02-058
Moved by Pallotta
Seconded by Kaszubski

RESOLVED, That the Preliminary Engineering Agreement between the City of Troy and the Michigan Department of Transportation for Preliminary Engineering for Big Beaver Road, from Rochester Road to Dequindre Road, Project No. 01.105.5, is hereby approved at an estimated cost to the City of Troy not to exceed $107,500.00, and the Mayor and City Clerk are authorized to execute the documents, a copy of which shall be attached to the original Minutes of this meeting.

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

F-5 Contract Extension – Mobile Communications Contract Services

Resolution #2002-02-059
Moved by Pallotta
Seconded by Kaszubski

WHEREAS, On March 13, 1995, a five-year contract to provide labor and replacement parts for radio and emergency warning equipment maintenance, repair and installation was awarded to the low bidder, Wireless Resources, Inc. (formerly Mobile Communications Service) Resolution #95-252, with an option to renew for two additional years exercised March 6, 2000 and April 9, 2001, Resolutions #2000-99-E-3b and #2001-04-188-E-6; and

WHEREAS, Wireless Resources, Inc. has agreed to extend the contract for one-year under the same prices, terms, and conditions;

NOW, THEREFORE, BE IT RESOLVED, That formal bidding procedures are hereby waived and the contract with Wireless Resources, Inc., to provide labor and replacement parts for radio and emergency warning equipment maintenance, repair, and installations hereby extended based upon the same prices, terms, and conditions expiring June 30, 2003.

Yes: All-7

F-6 Nature Center Dedication Date – Community Center Dedication Update

Resolution #2002-02-060
Moved by Schilling

Seconded by Kaszubski

RESOLVED, That the Lloyd A. Stage Nature Center dedication ceremony is scheduled for Monday, February 25, 2002 at 3:00 pm.

Yes: All-7

F-7 Janitorial Services – Addition of the Community Center Renovation – Clean Care, Resolution #2000-471

Resolution #2002-02-061
Moved by Pallotta
Seconded by Kaszubski

WHEREAS, A two-year contract for janitorial services with an option to renew for two additional years was awarded to Clean Care of Oak Park, the low bidder, on October 16, 2000, Resolution #2000-471; and

WHEREAS, The contract contained a provision to negotiate the addition of buildings under construction into the contract as the buildings went into service; and

WHEREAS, The costs remain the same for casual labor rates and square footage rates for standard janitorial services with increases in the number of manhours and cleanable square footage space; and

WHEREAS, The cost of $.25 per sq. ft. for special cleaning of the fitness and locker room areas is found to be acceptable as a result of a National Parks and Recreation Association list serve inquiry of similar facilities;

NOW, THEREFORE, BE IT RESOLVED, That Resolution #2000-471 is hereby amended to add Phase 1 Renovation of the Community Center to the Janitorial Services contract with Clean Care of Oak Park at a monthly cost of $9,716.00 or $116,592.00 per year, plus an estimated total cost of $91,816.00 per year for casual labor.

Yes: All-7

F-8 Traffic Committee Recommendations

1. Recommend Not Installing a Traffic Signal on John R at Highbury

Resolution #2002-02-062-1
Moved by Pallotta
Seconded by Schilling

RESOLVED, That a traffic signal not be installed on John R at Highbury.

Yes: All-7

2. Recommend Installation of NO PARKING Signs on the North Side of Iowa from Dequindre to Approximately 300-feet West

Resolution #2002-02-062-2
Moved by Pallotta
Seconded by Schilling

RESOLVED, That Traffic Control Order No. 02-01-P be approved for the installation of NO PARKING signs on the north side of Iowa from Dequindre to approximately 300-feet west.

Yes: All-7

4. Recommend Installation of a STOP Sign on Redding at Hycliffe

Resolution #2002-02-062-4
Moved by Pallotta
Seconded by Schilling

RESOLVED, That Traffic Control Order No. 02-01-SS be approved for installation of a STOP sign on Redding at Hycliffe.

Yes: All-7

6. Recommend No Action Regarding 4-Way STOP Signs at Newton and Keaton

Resolution #2002-02-062-6
Moved by Pallotta
Seconded by Schilling

RESOLVED, That no action be taken regarding 4-way STOP signs at Newton and Keaton.

Yes: All-7

7. Recommend Installation of Fire Lanes on Both Sides of Larchwood, East of John R Road

Resolution #2002-02-062-7
Moved by Pallotta
Seconded by Schilling

RESOLVED, That Traffic Control Order No. 02-01-MR be approved for establishment of fire lanes on both sides of Larchwood, east of John R Road.

Yes: All-7

TRAFFIC COMMITTEE ITEMS TAKEN OUT OF ORDER

3. Recommend Not Installing a Traffic Signal at Wattles and Beach

Resolution #2002-02-063
Moved by Pallotta
Seconded by Schilling

RESOLVED, That a traffic signal not be installed at Wattles and Beach.

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

MOTION CARRIED

5. Recommend Installation of a YIELD Sign on Enterprise at Robinwood

Resolution #2002-02-064
Moved by Howrylak
Seconded by Pryor

RESOLVED, That Traffic Control Order No. ~~02-_____ SS(~~Y) be approved for installation of a STOP sign on Enterprise at Robinwood.

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

MOTION FAILED

Vote on Resolution as Presented

Resolution #2002-02-065
Moved by Pallotta
Seconded by Schilling

RESOLVED, That Traffic Control Order No. 02-02-SS(Y) be approved for installation of a YIELD sign on Enterprise at Robinwood.

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

MOTION CARRIED

F-9 Preliminary Plat – Final Approval – West Oak Subdivisions 1 & 2 – North of Big Beaver, Between Rochester and John R- Section 23

Resolution #2002-02-066
Moved by Pallotta
Seconded by Kaszubski

RESOLVED, That Final Approval of the Preliminary Plat for the proposed West Oak Subdivisions 1 & 2, in the area north of Big Beaver, between Rochester and John R Roads is hereby granted.

BE IT FURTHER RESOLVED, That prior to City Council granting Final Plat Approval that Outlot A (part of) and Outlot B of Supervisor's Plat of Big Beaver Run Subdivision No. 1 be vacated.

BE IT FURTHER RESOLVED, That the Mayor and City Clerk are hereby authorized to execute the Subdivision Agreement, a copy shall be attached to the original Minutes of this meeting.

Yes: All-7

F-10 Preliminary Plat – Final Approval – Abbotsford Parc Subdivision – South Side of Abbotsford, West of John R – Section 11, R-1C

Resolution #2002-02-067
Moved by Pallotta
Seconded by Beltramini

RESOLVED, That Final Approval of the Preliminary Plat for Abbotsford Parc Subdivision located on the south side of Abbotsford, west of John R in Section 11, is hereby granted as recommended by City Management.

BE IT FURTHER RESOLVED, That the Mayor and City Clerk are hereby authorized to execute the Subdivision Agreement, a copy shall be attached to the original Minutes of this meeting

Yes: All-7

F-11 Old Troy Methodist Church/Parsonage Relocation – Architectural Services

Resolution #2002-02-068
Moved by Pallotta
Seconded by Kaszubski

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

WHEREAS, Gerald J. Yurk Associates, Incorporated was the architectural firm that provided the Historic Preservation Plan for Troy Methodist Church and Parsonage;

NOW, THEREFORE, BE IT RESOLVED, That the contract for architectural services associated with the relocation of the Old Troy Methodist Church and Parsonage Project is awarded to Gerald J. Yurk Associates, Incorporated for an amount not to exceed $135,000.00.

NOW, LET IT BE FURTHER RESOLVED, That an amount of $13,500.00 is approved to cover reimbursable expenses and additional unforeseen work.

Yes: All-7

F-12 Appeal of Dangerous Building Determination – Accessory Structure at 1800 E. Long Lake – Parcel #88-20-14-226-003

Removed at the request of the petitioner who is unable to attend tonight's meeting. Petitioner requests that item be resubmitted to Council at the Regular City Council Meeting scheduled for February 18, 2002.

Suspend City Council Rules and Continue with Agenda

Resolution #2002-02-069
Moved by Howrylak
Seconded by Pallotta

RESOLVED, That the City Council suspend the Rules of Procedure #19 and continue discussion on Agenda items to 12:00 AM.

Yes: All-7

Suspend City Council Rules and Continue with Agenda

Resolution #2002-02-070
Moved by Beltramini
Seconded by Howrylak

RESOLVED, That the City Council suspend the Rules of Procedure #19 and continue discussion on Agenda items to 12:30 AM.

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

F-13 Proposed Consent Judgment – Telly's Greenhouse

There was a consensus of Council that Council Member Kaszubski abstain from voting on Telly's Greenhouse due to the fact that his wife is contracted as the petitioner's architect.

Resolution #2002-02-071
Moved by Pryor
Seconded by Lambert

RESOLVED, That Item F-13, Proposed Consent Judgment – Telly's Greenhouse be referred back to City Management for further review with all affected parties and report back to City Council at their Regular meeting scheduled for February 18, 2002; and

FURTHER RESOLVED, That the City Attorney to report on procedural history since the time of the court of appeals judgment and report back to City Council at their Regular meeting scheduled for February 18, 2002.

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

MOTION CARRIED

COUNCIL COMMENTS/REFERRALS

Resolution #2002-02-072
Moved by Kaszubski
Seconded by Pallotta

RESOLVED, That the proposed Wetlands and Natural Features Ordinances be removed as written from further consideration by City Council and refer the matter to a study session at which City Council will discuss any alternatives.

Yes: All-7

VISITORS

REPORTS AND COMMUNICATIONS

G-1 Proposed City of Troy Proclamations:

Resolution #2002-02-073
Moved by Howrylak
Seconded by Beltramini

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

(a) Recognition of Larry Patton – Olympic Torch Relay
(b) Recognition of J. Scott Moseley – Eagle Scout Award

Yes: All-7

G-2 Minutes – Boards and Committees:
(a) Parks & Recreation Advisory Board/Final – November 8, 2001
(b) Liquor Advisory Committee/Final – December 10, 2001
(c) Planning Commission/Final – December 11, 2001
(d) Employees' Retirement System Board of Trustees/Final – December 12, 2001
(e) Library Advisory Board/Final – December 13, 2001
(f) Board of Zoning Appeals/Final – December 18, 2001
(g) Building Code Board of Appeals/Draft – January 2, 2002
(h) Employees' Retirement Board of Trustees/Draft – January 9, 2002
(i) Library Advisory Board/Draft – January 10, 2002
(j) Liquor Advisory Committee/Draft - January 14, 2002
(k) Board of Zoning Appeals/Draft – January 15, 2002

Noted and Filed

G-3 Department Reports:
(a) December 31, 2001 Quarterly Financial Report

Noted and Filed

G-4 Announcement of Public Hearings:
(a) Boys and Girls Club of Troy – Southeast Corner of Long Lake and John R, Section 13, R-1C to B-3 & E-P – Scheduled for February 18, 2002

Noted and Filed

G-5 Proposed Proclamations/Resolutions from Other Organizations:

G-6 Letters of Appreciation:

(a) Letter to Chief Charles Craft from Steve Fush, Chief of Police – Wayne State University in Appreciation of the City of Troy's Police Department's Assistance with Traffic Control for Officer Randy Guzowski's Funeral Procession

Noted and Filed

G-7 Calendar

Noted and Filed

G-8 Memorandum Re: Standard Purchasing Resolution 7 – Proprietary Maintenance Contract Approval

Noted and Filed

G-9 2002 Poverty Exemption Guidelines

Noted and Filed

G-10 Memorandum From Council Member Beltramini Re: NLC Congress of Cities, Atlanta, GA – December 4-8, 2001 – Training Sessions, December 5, 2001

Noted and Filed

G-11 Memorandum From Council Member Beltramini Re: NLC, Congress of Cities, Atlanta, GA – December 4-8 – "The Rest of the Story"

Noted and Filed

G-12 Publication: "Get Connected-Stay Connected" – Troy Chamber of Commerce – Troy Portfolio 2002

Noted and Filed

G-13 City of Troy Downtown Development Authority, Audited Financial Statements for the Year Ended June 30, 2001

Noted and Filed

G-14 Tree Replacement Policy

Noted and Filed

G-15 City of Troy v. Central Woodward Christian Church Board of Church Extension of Disciples of Christ, and County of Oakland

Noted and Filed

G-16 Informational Brochure for the April Ballot Proposal on Purchasing Wetlands/ Natural Features

Noted and Filed

G-17 Amending the Current Snow and Ice Control Procedure

Noted and Filed

The meeting adjourned at 12:32 A.M.

_____
Matt Pryor, Mayor

_____
Tonni L. Bartholomew, City Clerk

January 9, 2002

To: The Honorable Mayor and City Council

From: John Szerlag, City Manager
John Lamerato, Assistant City Manager – Finance/Administration
Nino Licari, City Assessor

Re: Standard Resolution #4 for Donaldson Paving

Recommendation:

Council is asked to vote on Standard Resolution #4, the approving resolution for Special Assessment District #01.111.1 (this is bituminous paving, on Donaldson). This vote will occur after consideration of all comments during the Public Hearing on the same subject.

Detail:

Staff met with the property owners in the district on November 29, 2001. At this meeting details of the proposed construction, Special Assessment procedures, costs of the project and the apportionment of said costs, amortization tables and schedules of payments, and the availability and eligibility requirements for Community Block Grant Development Funds, were discussed with the residents.

A petition was returned to the City Clerk's office on December 21, 2001. The City Assessor analyzed this petition, and in conjunction with the signatories at the top of this memo, presented the analysis to Council.

City Council has approved Standard Resolutions #1, 2, & 3 for this project on January 7, 2002, after reviewing the Petition Analysis and the Engineering Cost Estimates. The February 18, 2002 Public Hearing was also set at this meeting.

After the Public Hearing, City Council will vote on whether to approve the Special Assessment District, and Roll, by adopting Standard resolution Number 4, as specified by City Charter. Failure of the Resolution to pass will terminate the project, barring the submittal of a new petition.

CITY OF TROY

Special Assessment Roll Number: **01.111.1** For defraying the expense of construction for:
Donaldson Bituminous Paving

CITY OF TROY
COUNTY OF OAKLAND
STATE OF MICHIGAN

I hereby certify and report that the foregoing is a special assessment roll, and the assessment made by me pursuant to a resolution of the City Council adopted on the **18th** day of **February** A.D. **2002**, for the purpose of paying that part of the cost which the Council decided should be paid and borne by special assessmentfor the purpose of **Asphalt paving of Donaldson, South Boulevard south to Lovell.**

That in making such assessment I have, as near as may be and according to my judgement, conformed in all things to the direction contained in the resolution of the Council herinbefore referred to, and the Charter of the City relating to such assessments.

Dated at the City of Troy, Oakland County, Michigan on this **18th** day of **February** A.D., **2002**.

Leger A. (Nino) Licari, City Assessor

Advertised: _____

CITY OF TROY
COUNTY OF OAKLAND
STATE OF MICHIGAN

I hereby certify that the above and foregoing assesment roll was filed on the **18th** day of **February** A.D., **2002**, and approved and confirmed by the Council of the City of Troy on the **18th** day of **Febraury** A.D., **2002**.

Tonni Bartholomew, City Clerk

In the name of the People of the State of Michigan
To the Treasurer of the City of Troy, in the County of Oakland, Michigan.

You are hereby commanded to collect from each of the several persons assessed in the Special Assessment Roll hereunto annexed, the amount of money assessed to and set opposite his name therein, said amount being payable in **10** installments due **February 18th, 2003** respectively, with interest at the rate of six percent (6%) per annum or such other rate of interest per annum which is not in excess of 1% of the rate borne by bonds issued in anticipation of the collection of said special assessment roll from and after **February 18th, 2003**.

And in case any named in said Roll shall neglect or refuse to pay his assessment upon demand, after the same becomes due, you are hereby authorized to levy and collect the same by distress and sale of the goods and chattels of such person, and return said Roll and Warrant, together with your doing thereon within sixty (60) days; for so doing this shall be your sufficient Warrant.

Given under my hand and Seal of the City of Troy, Michigan, this **18th** day of **Febraury** A.D., **2002**.

Tonni Bartholomew, City Clerk

88-20-03-101-007 010
THOMAS, RICHARD
6825 DONALDSON
TROY MI 48085-1555
3 Units $10,287.27

88-20-03-101-008 010
HERMIZ, SARMAD & AIDA
6763 DONALDSON
TROY MI 48085-1524
1 Unit $3,429.09 Yes

88-20-03-101-010 010
HAVRILLA, JOHN & KAREN
6737 DONALDSON
TROY MI 48085-1524
1 Unit $3,429.09 Yes

88-20-03-101-032 010
BEAUDETTE, DARYL & THERESA
6831 DONALDSON
TROY MI 48085-1555
1 Unit $3,429.09 Yes

88-20-03-101-036 010
BARRY, MICHAEL
6875 DONALDSON
TROY MI 48085-1555
1 Unit $3,429.09 Yes

88-20-03-101-037 010
JEFFERY, MARK & DEBORAH
6845 DONALDSON
TROY MI 48085-1555
1 Unit $3,429.09 Yes

88-20-03-101-054 010
NOREN, MARK & BRENDA
6917 DONALDSON
TROY MI 48085
1 Unit $3,429.09 Yes

88-20-03-101-055 010
MOS, IOAN & ANA
6899 DONALDSON
TROY MI 48085
1 Unit $3,429.09 Yes

88-20-03-103-004 010
LAWOR, JAMES A
2780 THEDFORD
BLOOMFIELD HILLS MI 48304
4 Units $13,716.36

88-20-03-126-012 010
MIKKELSON, CHARLES & KATHLEEN
6890 DONALDSON
TROY MI 48085-1553
1 Unit $3,429.09 Yes

88-20-03-126-015 010
RUSSELL, NORMAN & DARLENE
6774 DONALDSON
TROY MI 48085-1525
1 Unit $3,429.09 Yes

88-20-03-126-016 010
CHOPE, RONALD & LINDA
6750 DONALDSON
TROY MI 48085-1525
1 Unit $3,429.09 Yes

88-20-03-126-033 010
CIANFARANI, MICHELE & MARIA
6730 DONALDSON
TROY MI 48085-1525
1 Unit $3,429.09 Yes

88-20-03-126-040 010
BAILEY, MICHAEL L
6806 DONALDSON
TROY MI 48085-1553
1 Unit $3,429.09 Yes

88-20-03-126-041 010
ANTONELLI, RODOLFO
6800 DONALDSON
TROY MI 48085-1553
1 Unit $3,429.09 Yes

88-20-03-126-042 010
OWENS, ROGER
6862 DONALDSON
TROY MI 48085-1553
1 Unit $3,429.09 Yes

88-20-03-126-043 010
HEEMSOTH, STEPHEN O
6836 DONALDSON
TROY MI 48085-1553
1 Unit $3,429.09 Yes

Project Name **Donaldson, Lovell to S Blvd**

Project # **01.111.1**

Amortization Table
10 Year

int. @.06

Assessment
$3,429.09

Year	Principal	Interest	Payment	Balance
1	$ 342.91		$ 342.91	$ 3,086.18
2	$ 342.91	$ 185.17	$ 528.08	$ 2,743.27
3	$ 342.91	$ 164.60	$ 507.51	$ 2,400.36
4	$ 342.91	$ 144.02	$ 486.93	$ 2,057.45
5	$ 342.91	$ 123.45	$ 466.36	$ 1,714.55
6	$ 342.91	$ 102.87	$ 445.78	$ 1,371.64
7	$ 342.91	$ 82.30	$ 425.21	$ 1,028.73
8	$ 342.91	$ 61.72	$ 404.63	$ 685.82
9	$ 342.91	$ 41.15	$ 384.06	$ 342.91
10	$ 342.91		$ 342.91	$ (0.00)
TOTAL	$ 3,429.09	$ 905.28	$ 4,334.37	

February 12, 2002

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
Gary Shripka, Assistant City Manager/Services
Mark F. Miller, Planning Director

SUBJECT: PUBLIC HEARING - PROPOSED REZONING (Z-671) – Boys and Girls Club of Troy, Southeast corner of Long Lake and John R, Section 13, R-1C to B-3 & E-P

The Boys and Girls Club of Troy resubmitted a rezoning request for their property and facility, 3.4 acres in size, located at the southeast corner of Long Lake and John R. Current zoning classification is R-1C One Family Residential and the proposed zoning classification is B-3 General Business and E-P Environmental Protection. Petitioner's application states the future use of the subject property as an unknown commercial use. Therefore, it appears that the rezoning request is for speculative purposes.

A Special Use Request to establish the Boys and Girls Club of Troy occurred in 1979 by the Planning Commission. The club continues to operate at this location and is a principal use permitted in the proposed B-3 zoning classification.

The adjacent land uses include: a Seven-Eleven to the north; former and apparently vacated Bethel Baptist Church to the northwest; CVS and one family residential to the west; the Gibson/Renshaw Drain to the east and an acreage one family residential further to the east; and City of Troy's Fire/Police Training Center to the south.

The adjacent zoning classifications include: B-3 to the north; C-F to the south; R-1C to the east; and R-1C to the west; however, the CVS property is controlled by a consent judgment.

The adjacent Master Land Use Plan designations include: Low Density Residential to the north; Low Density Residential to the south; Low Density Residential to the east; and Low Density Residential to the west. At the May 23, 2000 Planning Commission Meeting, discussion occurred regarding a proposed Master Plan Amendment and the amendment was withdrawn (minutes enclosed). Additional discussion also took place during the Master Plan/Future Land Use Plan agenda item on January 23, 2001 at the Planning Commission Special /Study Meeting. This discussion included in the context of the overall update of the Future Land Use Plan. The Planning Commission considered revising the Future Land Use Plan for the southeast quadrant of Long Lake and John R. to Community Facilities or Medium Density Residential (minutes enclosed). No revisions to the Plan were adopted for this area and continues to indicate Low Density Residential for the subject property.

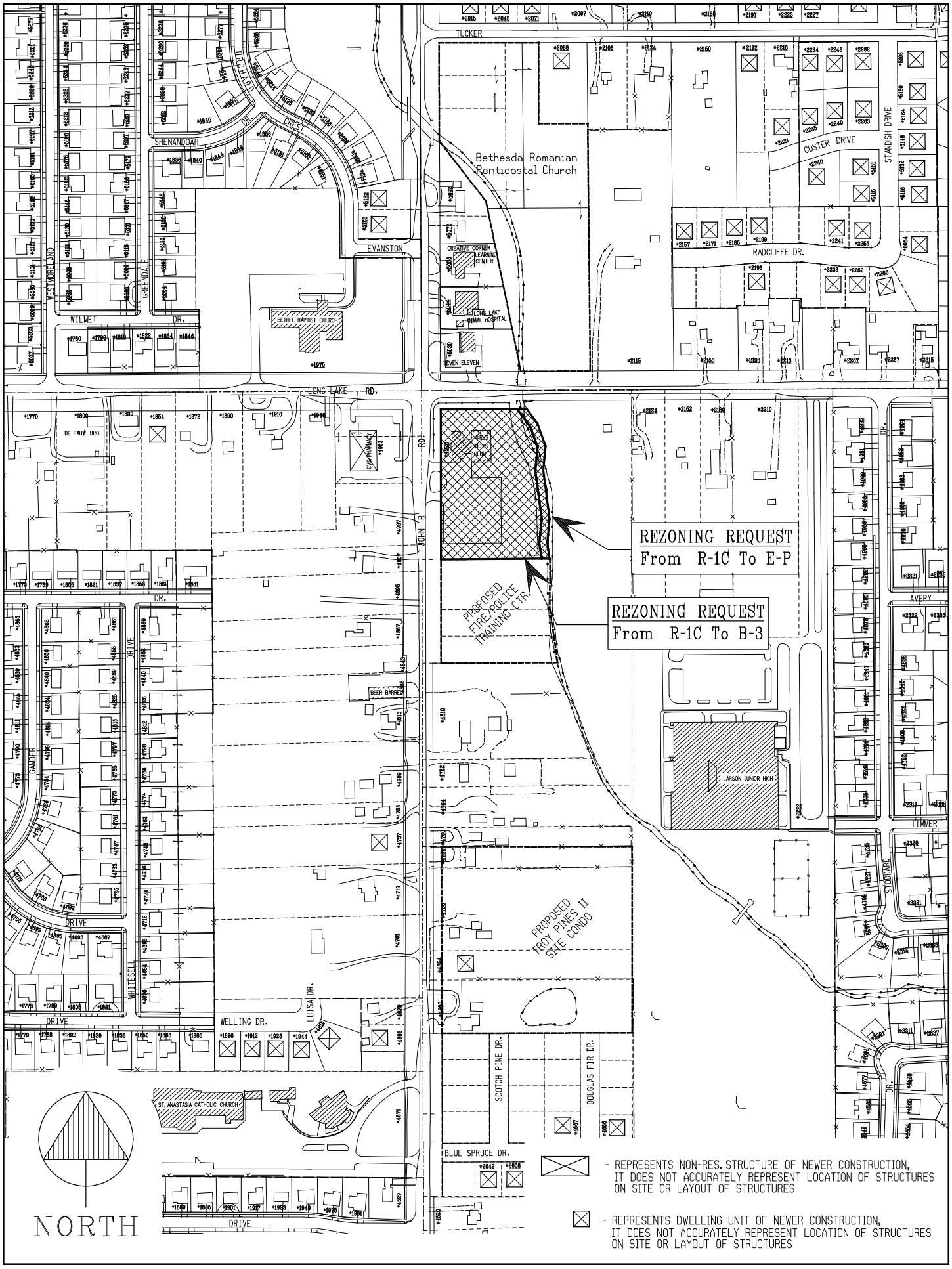
At the August 14, 2001 Planning Commission meeting a rezoning request for B-2 Community Business was recommended for approval (minutes enclosed). After the Planning Commission action, the petitioner discussed the issue of the 75 feet required front yard setbacks from John R and Square Lake Roads with City Staff. Taking into consideration the 75 feet front yard setback requirement and the regulated floodplain and floodway on the subject property, there appears to be limited buildable area. Petitioner then indicated the desire to increase potential buildable area and maintain the possible use of drive-up service windows and facilities. Therefore, consideration of the B-1 Zoning District would not meet the petitioners needs. Staff then recommended that application of the E-P Environmental Protection Zoning District along the Gibson/Renshaw Drain to serve as a transition zone to the existing residential areas to the east. At their December 11, 2002 meeting, the Planning Commission then recommended denial of the B-3 and E-P rezoning request (minutes enclosed). The Planning Commission based the recommendation on the following: request is not consistent with the Master Lane Use Plan; provides the increased potential for non-residential uses in the general area; and the subject property is planned for non commercial uses.

City Management clearly recognizes that the subject property and adjacent areas are within the Low Density Residential designation on the Future Land Use Plan. However, the land use and zoning analysis considers existing land uses and zoning patterns. Directly to the north across Long Lake Road is an existing B-3 Zoning District with a Seven Eleven, animal hospital and day care center. Directly to the west across John R Road there is an existing R-1C Zoning District with a CVS drug store with a drive-up facility, that was part of a consent judgment. Directly to the south is an existing C-F Community Facility Zoning District with the City's Fire/Police Training Center. Based upon these existing land uses and zoning districts, it appears to be unreasonable to expect residential development on the subject property.

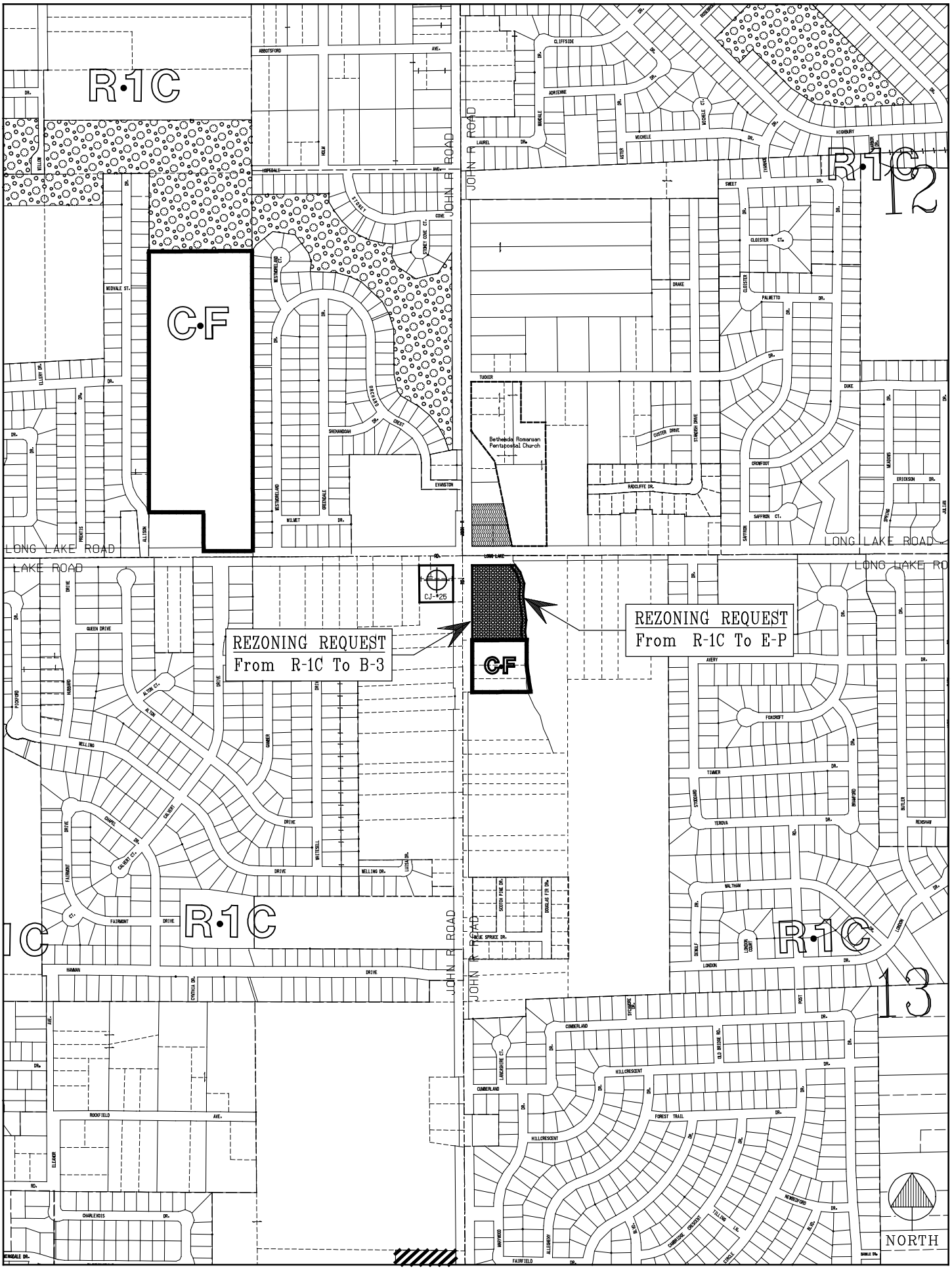
Based upon the existing land uses and zoning district patterns, City Management recommends approval of the R-1C to B-3 and E-P rezoning request.

Enclosures

Copies: Mark Stimac, Director of Building and Zoning
Steve Vandette, City Engineer
Doug Smith, Director of Real Estate and Development
Petitioner, Boys & Girls Club of Troy
Planning Commission
File/Z-671
File/Correspondence



Z-671 / SEC. 13 / 11-28-01


R-1C
C-F
JOHN R ROAD
LONG LAKE ROAD
LONG LAKE RO
LAKE ROAD
REZONING REQUEST
From R-1C To B-3
REZONING REQUEST
From R-1C To E-P
CJ-#26
Bethesda Romanian Pentecostal Church
R-1C
12
13
NORTH

9. (Taken Out of Order) PROPOSED MASTER PLAN AMENDMENT – Long Lake-John R Intersection Area (#29)

Mr. Keisling noted the letter from Frank Kotcher, on behalf of the Troy Boys and Girls Club, requesting that consideration be given to an amendment to the Master Land Use Plan in the Long Lake-John R intersection area. The intent is that such amendment could more accurately reflect the existing land uses in that intersection area, while also potentially setting a direction other than low-density residential use in the southeast quadrant of the intersection, including the present Boys and Girls Club site. The Boys and Girls Club is presently considering relocation of their facilities and is interested in the City's position on land use alternatives for their site, particularly as such might affect the potential value and sale price of that site.

Mr. Keisling noted that the Master Land Use Plan presently indicates Low-Density Residential use in all four quadrants of the Long Lake-John R intersection area. The present zoning and land use patterns, include the B-3 zoned 7-11 and veterinary clinic sites in the northeast quadrant, the Bethel Baptist Church in the northwest quadrant, and the recently-completed CVS Pharmacy building on a site controlled by a Consent Judgment at the southwest corner of the intersection. In addition to the Boys and Girls Club site at the southeast corner of the intersection, the proposed Police/Fire Training Center site immediately to the south was recently rezoned from R-1C to C-F.

Frank Kotcher, Board of Directors member, and Steve Toth, Executive Director, were present representing the Boys and Girls Club of Troy. Mr. Toth explained that the usage of the Club has grown 40% during his four year tenure at the Boys and Girls Club of Troy. Their present building, which was built in segments between 1925 and 1955, is not adequate to serve their needs. A high level of maintenance is necessary, along with substantial additional building area. They are seeking an approximate four acre site on which they would build a building in the 18,000-20,000 square foot range. The present site has a usable area of less than three acres, due to the major County drain in the easterly portion of the site. They are attempting to sell the site, and are thus interested in potential alternatives to the present R-1C zoning of the property.

The Commission discussed zoning and land use alternatives in the area including and adjacent to the Boys and Girls Club site, including various residential development alternatives. Mr. Chamberlain stated that he was opposed to a Master Plan Amendment in this area. Mr. Wright generally agreed, but noted the potential Police and Fire Training site on the parcel abutting to the south. Chairman Beltramini indicated a preference for office use rather than commercial, but felt that the Commission should not move quickly into a Master Plan Amendment. Mr. Storrs commented that the drain could perhaps be an amenity to a potential residential condominium development in this area. Mr. Littman indicated his preference to have a proposal presented for the use of the southeast quadrant of the Long Lake-John R area, rather than proceeding with any Master Plan change at this point. Mr. Wright concurred.

Mr. Kotcher indicated that the Boys and Girls Club would withdraw their request for a Master Plan Amendment, and that they would continue to seek purchasers for their property.

7. MASTER PLAN ("FUTURE LAND USE PLAN") REVIEW & UPDATE

Mr. Keisling noted that, in recent study meetings, the Commission and the staff have begun assembling suggestions as to areas where Future Land Use Plan amendments could be considered. The staff has prepared a map indicating potential amendment locations. Mr. Keisling reviewed the items shown on the map and gathered several additional comments or suggestions from the Commission, including the following:

1. Add a "Preservation Area" designation in the area of the school district property in Section 1.

2. Consider alternative land use directions in the area of the Boys and Girls club site at Long Lake and John R, including "Community Facilities" and "Medium-Density Residential".

3. Modify the Plan to reflect the nature and scale of the development in the northwest quadrant of the Big Beaver – John R intersection, which includes a retail center and the Troy Sports Center. The sports center area could be designated as "Community Facilities".

4. Consider roadway corridors in addition to the Big Beaver corridor, which could be designated as "Proposed Transit Corridors".

The Commission discussed several of the other proposed modifications to the Master Plan map. Staff will provide a revised overlay map, and proceed with the development of a supporting text.

4. PUBLIC HEARING – PROPOSED REZONING (Z-671) – Boys and Girls Club of Troy, Southeast corner of Long Lake and John R. R-1C to B-2, Section 13

Mr. Miller stated that the Boys and Girls Club of Troy have submitted a rezoning request for their property and facility, which is 3.4 acres in size, located at the southeast corner of Long Lake and John R. Current zoning classification is R-1C One-Family Residential and the proposed zoning classification is B-2 Community Business. It should be noted that the application does not indicate a specific future use. An Environmental Impact Statement is required when a proposal is intended to enable a development with 50,000 square feet of floor area or greater. The petitioner submitted a schematic site plan with a building of approximately 11,000 square feet of floor area. Therefore, an Environmental Impact Statement is not required.

Mr. Miller continued, stating that a Special Use Request to establish the Boys and Girls Club of Troy at the subject property was granted by the Planning Commission on December 11, 1979. The club continues to operate at this location and is considered a principal use permitted in the proposed B-2 zoning classification.

Mr. Miller further stated that the adjacent land use include: a Seven-Eleven to the north; Bethel Baptist Church to the northwest; a CVS and a One-Family Residential to the west; the Gibson/Renshaw Drain to the east, and an acreage One-Family Residential further to the east, with the City of Troy's Fire/Police Training Center under construction to the south.

The adjacent zoning classifications include: B-3 to the north; C-F to the south; R-1C to the east; and R-1C to the west; however, the CVS site is controlled by a consent judgment.

Mr. Miller continued, stating that the adjacent Master Land Use Plan designations include: Low Density Residential to the north; Low Density Residential to the south; Low Density Residential to the east; and Low Density Residential to the west. At the May 23, 2000 Planning Commission Meeting, a proposed Master Plan Amendment request from the petitioner was discussed and the amendment request was withdrawn (see enclosed correspondence and minutes). The subject property was also discussed during the Master Plan/Future Land Use Plan review and update agenda item on January 23, 2001 at Planning Commission Special /Study Meeting. The subject property was discussed in the context of the overall update of the Master Land Use Plan. The Planning Commission considered alternative land use directions for the southeast quadrant of Long Lake and John R. Consideration to amending the subject property to Community Facilities or Medium Density Residential was noted (see enclosed minutes). The Planning Commission is currently in the process of amending the Master Plan/Future Land Use Plan. The draft amendment for this area is designated Community Facilities.

Finally, Mr. Miller stated that based upon the Planning Commission's active update and amendment process of the current Master Land Use Plan and speculative nature of the subject rezoning request, the Planning Department recommends the Planning Commission postpone the request until the Future Land Use Plan is approved by the City.

Mr. Chamberlain asked if the petitioner was present. Petitioner came forward and signed in.

Mr. Waller commented that he once served on the Board of the Boys & Girls Club; however, he currently no longer serves on that Board.

Francis Kotcher, petitioner, commented that he has been a long time board member in good standing of the Boys and Girls Club of Troy, and that he was representing the Boys and Girls Club of Troy as well as Mr. David Verbeke. He stated that the Boys and Girls Club of Troy is a youth development club and a non-profit charitable organization and they have served in excess of 700 members and 20,000 visitors annually. He further stated that no one at the Boys and Girls Club of Troy gets rich and that a few years ago the Club tried to coordinate with City Management a shared facility which would replace the current dilapidated building. However, the coordinated plans fell through. He further stated that the Club would be proud to serve the City of Troy. Mr. Kotcher also stated that he felt that the site is not a desirable residential site for a variety of reasons, with one being that it is one of Troy's busiest intersections and that there are flood plain problems. The Club also feels that a postponement would hinder the Club's efforts and would serve no useful purpose.

Mr. Littman asked the Petitioner why the Club requested B-2 zoning?

Mr. Kotcher stated that through no fault of theirs, the subject property is surrounded by commercial uses. It is in the Club's best interest to see that they get the best value from the property. It would lose value as a single-family zoning classification.

Mr. Starr asked if church groups were sought.

Mr. Kotcher said there were a few inquiries, but no interest.

Mr. Storrs asked the petitioner if they considered condominiums.

Mr. Kotcher answered no, they did not actively market the property for condominiums.

Mr. Stephan Toth, a representative of the Club, said there was an inquiry for condominiums; however, they were interested in putting 30 units per acre on the property.
PUBLIC HEARING OPEN AND CLOSED

Mr. Waller asked for clarification of the flood plain maps provided.

Mr. Miller stated the AE 100 flood plain and the floodway are regulated areas by the City and FEMA. The Floodway is severely restricted on the potential development.

Mr. Chamberlain stated that a joint Boys and Girls Club and Police/Fire Training Center should be considered.

Moved by: Waller Seconded by: Wright

RESOLVED, that the Planning Commission hereby recommends to City Council that the request for the R-1C to B-2 rezoning of a 3.4 acre parcel at the southeast corner of Long Lake Road and John R Road be granted, and further, City Staff explore a joint use with the Police and Fire Training Center.

Yeas:	Reece	Nays:	Storrs	Absent:	Kramer
	Starr		Chamberlain		
	Littman				
	Pennington				
	Wright				
	Waller				

RESOLUTION APPROVED

Mr. Chamberlain stated he voted against the resolution as he felt it can be used as R-1T and the City does not need anymore commercial properties.

Mr. Storrs stated he voted against the resolution based on the reasons stated by Mr. Chamberlain and he believes the drain could become an amenity for a residential condominium development.

Mr. Waller stated that the Planning Commission, as a body, feels that the City Staff should take a long and hard look at a method of having a joint use for some portion of the Fire and Police Training Center, which would be realized by having the Boys and Girls Club building occur on the south side of the property leaving the north side open for an outdoor recreation area.

Mr. Starr questioned about the policy of the flood plain on the property. He added that much of the subject property is within the flood plain.

Mr. Littman questioned what is the proper zoning for the CVS; to the west of the rezoning request.
Mr. Chamberlain and Mr. Miller both commented it would require B-2 for the drive-through pharmacy window.

Mr. Chamberlain stated that a recommendation to rezone the subject property to B-2 will be sent to City Council. It will also include recommendation to help the youth group club build on the property in conjunction with the Police and Fire Training Center. The City just does not need any more commercially zoned properties.

RESOLUTION

Moved by Storrs Seconded by Kramer

RESOLVED, that the Planning Commission hereby recommend to City Council that the request for the R-1C to B-3 and E-P rezoning of a 3.4 acre parcel at the southeast corner of Long Lake Road and John R Road be denied, based on the following:

1. Request is not consistent with the Master Lane Use Plan.
2. Provides the increased potential for non-residential uses in the general area.
3. The subject property is planned for non commercial uses.

Yeas	Nays	Absent
Storrs	Waller	Chamberlain
Starr	Pennington	Wright
Reece	Littman	
Kramer		

MOTION APPROVED

Ms. Pennington stated that she agrees with the Planning Director that this area is currently B-3 zoning and the subject property is consistent.

Mr. Waller agreed with Ms. Pennington and added the E-P district is a good measure to protect encroachment of non-residential land uses to the east. The corner is not desirable for residential development.

Mr. Littman stated he also agrees with Ms. Pennington and Mr. Waller and further commented that existing B-3 land uses direct the subject property.

6. PUBLIC HEARING – PROPOSED REZONING (Z-671) – Boys and Girls Club of Troy, Southeast corner of Long Lake and John R, Section 13, R-1C to B-3 & E-P
Mr. Miller stated that the Boys and Girls Club of Troy have resubmitted a rezoning request for their property and facility, 3.4 acres in size, located at the southeast corner of Long Lake and John R. Current zoning classification is R-1C One Family Residential and the proposed zoning classification is B-3 General Business and E-P Environmental Protection. It should be noted that the application states the property will be used as unknown commercial use in the future. It appears that the rezoning request is for speculative purposes. An Environmental Impact Statement is required when a proposal is intended to enable a development with 50,000 square feet of floor area or greater. The petitioner submitted a schematic site plan with a building of 10,725 square feet of floor area. Therefore, an Environmental Impact Statement is not required.

Mr. Miller further stated that a Special Use Request to establish the Boys and Girls Club of Troy at the subject property was granted by the Planning Commission on December 11, 1979. The club continues to operate at this location. The club is considered principal use permitted in the proposed B-3 zoning classification.

Mr. Miller further stated that the adjacent land uses include: a Seven-Eleven to the north; former and apparently vacated Bethel Baptist Church to the northwest; CVS and one family residential to the west; the Gibson/Renshaw Drain to the east and an acreage one family residential further to the east; and City of Troy's Fire/Police Training Center to the south.

Mr. Miller further stated that the adjacent zoning classifications include: B-3 to the north; C-F to the south; R-1C to the east; and R-1C to the west, however, the CVS site is controlled by a consent judgment.

Mr. Miller further stated that the adjacent Master Land Use Plan designations include: Low Density Residential to the north; Low Density Residential to the south; Low Density Residential to the east; and Low Density Residential to the west. At the May 23, 2000 Planning Commission Meeting, a proposed Master Plan Amendment request from the petitioner was discussed and the amendment request was withdrawn (see enclosed correspondence and minutes). The subject property was also discussed during the Master Plan/Future Land Use Plan review and update agenda item on January 23, 2001 at Planning Commission Special /Study Meeting. The subject property was discussed in the context of the overall update of the Master Land Use Plan. The Planning Commission considered alternative land use directions for the southeast quadrant of Long Lake and John R. Consideration to amending the subject property to Community Facilities or Medium Density Residential was noted (see enclosed minutes). The Planning Commission is currently in the process of amending the Master Plan/Future Land Use Plan and indicates Low Density Residential for the subject property.

Mr. Miller further stated that at the August 14, 2001 Planning Commission meeting a rezoning request for B-2 Community Business was recommended for approval (minutes enclosed). After the Planning Commission action, the

petitioner discussed the issue of the 75 feet required front yard setbacks from John R and Square Lake Roads with City Staff. Taking into consideration the 75 feet setback requirement and the regulated floodplain and floodway (map enclosed) on the subject property, there appears to be limited buildable area.

Petitioner then indicated the desire to increase potential buildable area and maintain the possible use of drive-up service windows and facilities. Therefore, consideration of the B-1 Zoning District would not meet the petitioners needs. Staff then recommended that application of the E-P Environmental Protection Zoning District be considered along the Gibson/Renshaw Drain to serve as transition zone to the existing residential areas to the east.

Mr. Miller further stated that the Staff clearly recognizes the subject property and adjacent areas are designated as Low Density Residential on the Master Land Use Plan. However, the land use and zoning analysis considers existing land uses and zoning patterns. Directly to the north across Long Lake Road is an existing B-3 Zoning District with a Seven Eleven, animal hospital and day care center. Directly to the west across John R Road there is an existing R-1C Zoning District with a CVS drug store with a drive-up facility, that was part of a consent judgment. Directly to the south is an existing C-F Community Facility Zoning District with the City's Fire/Police Training Center. An example of the negative impacts related to future residential development, a site inspection of the Fire/Police Training Center indicated that the common property line, with the subject property, there is a parking lot that does not have a buffer. While the CVS drugstore and Seven Eleven also contribute negative impacts to any future residential development. Based upon these existing land uses and zoning districts, it appears to be unreasonable to expect residential development on the subject property.

Mr. Miller concluded stating that based upon the existing land use and zoning district patterns staff recommends approval of the rezoning request. The E-P Zoning District, which is part of the rezoning request will provide a transition zone and barrier from the encroachment of non-residential uses to east. In addition, Staff recommends careful consideration of any Special Use requests that may occur in the future because the potential of incompatible land uses.

Mr. Littman stated that a big concern is Bethel Baptist across the street. If someone were to buy that and put in a request for B-3 zoning to match this, we would then be hard pressed to defend keeping it residential.

Mr. Miller stated that he had heard from Mr. Smith that another church was interested in that location.
Mr. Smith stated that Bethel Baptist did sell to another church.

Numerous discussions followed.

Mr. Storrs stated that it seems to him that we shouldn't go away from the residential zoning. With the demand for condominiums, the drain could be considered an amenity. Then we wouldn't get into the problem of the church across the street.

Mr. Kramer stated he was on the same side of the fence as Mr. Storrs, for example, the condominiums at Coolidge and Maple. This site is surrounded by commercial to the west and south.

Frank Kotcher, petitioner, apologized to the Planning Commission for asking them to revisit this rezoning request. Further, he stated that they are currently looking to purchase some Troy School District property to build a new Boys and Girls Club. He commented on why they need the Planning Commission's recommendation for a B-3 zoning. He stated that previous recommended approval of the application for a B-2 zoning required a 75 foot setback while B-3 would require a 40 foot setback.

Public hearing opened and closed.

Mr. Reece stated that it was premature to rezone the subject property until we find out what other uses are possible.

RESOLUTION

Moved by Storrs Seconded by Kramer

RESOLVED, that the Planning Commission hereby recommend to City Council that the request for the R-1C to B-3 and E-P rezoning of a 3.4 acre parcel at the southeast corner of Long Lake Road and John R Road be denied, based on the following:

1. Request is not consistent with the Master Lane Use Plan.
2. Provides the increased potential for non-residential uses in the general area.
3. The subject property is planned for non commercial uses.

Yeas	Nays	Absent
Storrs	Waller	Chamberlain
Starr	Pennington	Wright
Reece	Littman	
Kramer		

MOTION APPROVED

Ms. Pennington stated that she agrees with the Planning Director that this area is currently B-3 zoning and the subject property is consistent.

Mr. Waller agreed with Ms. Pennington and added the E-P district is a good measure to protect encroachment of non-residential land uses to the east. The corner is not desirable for residential development.

Mr. Littman stated he also agrees with Ms. Pennington and Mr. Waller and further commented that existing B-3 land uses direct the subject property.

REZONING REQUEST
BOYS & GIRLS CLUB OF TROY
FROM R-1C TO B-3 & E-P
SE CORNER JOHN R & LONG LAKE
SEC. 13 (Z-671)
PROPOSED REZONING
FROM R-1C TO B-3 & E-P
WILMET DRIVE
LONG LAKE ROAD
LONG LAKE ROAD
LONG LAKE ROAD
RADCLIFFE
DR.
CARR DRIVE
GAMBLER DRIVE
STODDARD DRIVE
N
100 0 100 200 300 400 Feet

January 31, 2002

To: The Honorable Mayor and City Council

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

Subject: Standard Purchasing Resolution 1: Award To Low Bidder – Standard And Compound Water Meters

RECOMMENDATION

On January 23, 2002, bid proposals were opened to furnish one-year requirements of standard and compound water meters with an option to renew for one additional year. After reviewing these proposals, the Public Works Department recommends awarding the contract to the sole bidder, SLC Meter Service Inc., at an estimated total cost of $141,106.00 per year. The City has been very satisfied with their product and service over the years. Water meters are purchased on an as needed basis throughout the year using estimated quantities at the following unit prices:

PROPOSAL I: STANDARD METERS

ESTIMATED QUANTITY	DESCRIPTION	MODEL #	TRADE-IN ALLOWANCE	UNIT PRICE
300	5/8"x3/4" Meter	T-10 ARB V	($ 2.25)	$76.39
600	3/4" Meter	T-10 ARB V	($ 3.25)	$99.83
20	1" Meter	T-10 ARB V	($ 4.25)	$129.74
5	1-1/2" Meter	T-10 ARB V	($10.00)	$281.73
5	2" Meter	T-10 ARB V	($14.00)	$304.72
	Additional Cable, per Unit, per Foot			$ .07
	Discount on Parts			10%

January 31, 2002

To: The Honorable Mayor and City Council
Re: Bid Award: Standard and Compound Water Meters

PROPOSAL 2: COMPOUND METERS

ESTIMATED QUANTITY	DESCRIPTION	MODEL #	TRADE-IN ALLOWANCE	UNIT PRICE
12	2” Compound	Tru-Flo	($ 30.00)	$970.51
15	3” Compound	Tru-Flo	($ 40.00)	$1,214.72
12	4” Compound	Tru-Flo	($ 50.00)	$1,815.68
2	6” Compound	Tru-Flo	($100.00)	$2,849.60
	Discount on Parts			10%

BUDGET

Funds are available in the Water Department Operating Budget.

35 Bids sent
8 Bids Received
7 No Bids

Prepared by: Vicki Richardson, Administrative Aide

Opening Date -- 1-23-02
Date Prepared -- 1/31/2002

CITY OF TROY
BID TABULATION
WATER METERS

VENDOR NAME: ** SLC METER SERVICE INC

ITEM #	EST QTY	DESCRIPTION	MODEL #	TRADE-IN	UNIT PRICE	MODEL #	TRADE-IN	UNIT PRICE
PROPOSAL I: Standard Meters								
1	300	5/8" X 3/4" Meter	T-10 ARBV	**$ (2.25)**	**$ 76.39**			
2	600	3/4" Meter	T-10 ARBV	**$ (3.25)**	**$ 99.83**			
3	20	1" Meter	T-10 ARBV	**$ (4.25)**	**$ 129.74**			
4	5	1-1/2" meter with connections	T-10 ARBV	**$ (10.00)**	**$ 281.73**			
5	5	2" meter with connections	T-10 ARBV	**$ (14.00)**	**$ 304.72**			
6		Additional cable, per unit, per foot			**$ 0.07**			
		Meters quoted are manufactured by:		NEPTUNE				
7		Discount on parts			**10%**			
		Parts list to be used for this contract:		U676-6				

PROPOSAL 2: Compound Meters

ITEM #	EST QTY	DESCRIPTION	MODEL #	TRADE-IN	UNIT PRICE	MODEL #	TRADE-IN	UNIT PRICE
1	12	2" compound with connections	TRU-FLO	**$ (30.00)**	**$ 970.51**			
2	15	3" compound with connections	TRU-FLO	**$ (40.00)**	**$ 1,214.72**			
3	12	4" compound with connections	TRU-FLO	**$ (50.00)**	**$ 1,815.68**			
4	2	6" compound with connections	TRU-FLO	**$ (100.00)**	**$ 2,849.60**			
		Meters quoted are manufactured by:		NEPTUNE				
5		Discount on parts			**10%**			
		Parts list to be used for this contract:		U676-6				
		TOTAL FOR NEW METERS:			**$ 145,696.33**			
		TOTAL FOR TRADE-INS:			**$ (4,590.00)**			
		GRAND TOTAL ALL ITEMS:			**$ 141,106.33**			
		TERMS:		NET 30 DAYS				
		WARRANTY:		STANDARD MFG				
		DELIVERY DATE:		STOCK - 3 WEEKS				
		EXCEPTIONS:		BLANK				

NO BIDS:

Badger Meter Inc
US Filter Inc
Etna Supply Co
AY McDonald Mfg Co
Hoffer Flow Controls
Data Ind Corp
ABB, Inc

**** DENOTES SOLE BIDDER**

ATTEST:

Cheryl Morrell
Vicki Richardson
Linda Bockstanz

Jeanette Bennett

A.Y. MCDONALD MANUFACTURING CO.
4800 CHAVENELLE ROAD
P.O. BOX 508
DUBUQUE IA 52004-0508

ABB WATER METERS INC/KENT METERS
P O BOX 1852
1100 S.W. 38th Street
OCALA FL 34478

AMERICAN CONTROLS, INC.
20764 WHITLOCK
FARMINGTON HILLS MI 48336

BADGER METER INC
P O BOX 88223
MILWAUKEE WI 53288-0223

BOYDCO
101 COMMERCIAL WAY
P.O. BOX 4940
E.PROVIDENCE RI 02916

CARLON METER COMPANY INC
1710 EATON DR
GRAND HAVEN MI 49417

DATA INDUSTRIAL CORP.
11 INDUSTRIAL DRIVE
P.O. BOX 740
MATTAPOISETT MA 02739

ETNA SUPPLY CO
ATTN DEBRA WILTSIE
529 32ND STREET SE
GRAND RAPIDS MI 49548-2392

F.S. BRAINARD & CO.
5 TERRI LANE
P.O. BOX 366
BURLINGTON NJ 08016

GUNNERS METERS & PARTS
454 N CASS AVENUE
PONTIAC MI 48342

HERSEY-METERS
10210 STATESVILLE BLVD
P O BOX 128
CLEVELAND NC 27013

HOFFER FLOW CONTROLS INC
P.O. BOX 2145
ELIZABETH CITY NC 27906-2145

INVESYS METERING SYSTEMS
450 N. GALLATIN AVE
UNIONTOWN PA 15401

ISTEC CORP.
415 HOPE AVE
P.O. BOX 618
ROSELLE NJ 07203

LEAK TEK DIVISION
122 SPACE PARK DRIVE
P.O. BOX 110847
NASHVILLE TN 37222

MARS CO.
P.O. BOX 3841
OCALA FL 34478

MASTER METER INC
100 E 15TH ST
SUITE 350
FORT WORTH TX 76102

METROL COMPANY
7145 E DAVISON
DETROIT MI 48212

MID-WEST METER CO INC
1003 W MADISON
P O BOX 366
ARKANSAS CITY KS 67005

N.A.A.C.P.
2990 EAST GRAND BOULEVARD
DETROIT MI 48211

PRECISION METERS INC
9495 DELEGATES DR
ORLANDO FL 32837

RAMAR TECHNOLOGY
1101-A AVIATION PARKWAY
MORRISVILLE NC 27560

RUDDER LIMITED
16135 HARPER AVE
DETROIT MI 48224

S L C METER SERVICE INC
3059 DIXIE HWY
WATERFORD MI 48328-1719

SCHLUMBERGER ELECTRONIC TRANSACTIONS
1601 SCHLUMBERGER
MOORESTOWN NJ 08057-1103

SCHLUMBERGER INDUSTRIES
HIGHWAY 229 S.
TALLASSEE AL 36078

SEECO
1771 HARMAN ROAD
AUBURN HILLS MI 48326

SENSUS TECHNOLOGIES INC
450 NORTH GALLATIN AVENUE
P O BOX 487
UNIONTOWN PA 15401

SPARLING INSTRUMENTS INC
4097 N. TEMPLE CITY BLVD.
EL MONTE CA 91731

THE FORD METER BOX CO. INC
775 MANCHESTER AVE
P.O. BOX 443
WABASH IN 46992-0443

U S FILTER/WATER PRO
6575 23 MILE ROAD
SHELBY TOWNSHIP MI 48316

UNDERGROUND PIPE & VALVE
4212 SOUTH AVENUE
TOLEDO OH 43615

UV INTERNATIONAL LLC
17316 EDWARDS ROAD #B155
P.O. BOX 3003
CERRITOS CA 90703-3003

WATER SPECIALTIES CORP
191 W. POPLAR AVE
PORTERVILLE CA 93257

WATER WORKS & FIRE SPRINKLER
275 RAILROAD PLACE
HACKENSACK NJ 07601

January 28, 2002

TO: The Honorable Mayor and City Council

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

SUBJECT: Standard Purchasing Resolution 4: State Of Michigan Extended Purchasing Agreements— Fleet Vehicles

RECOMMENDATION

The Fleet Maintenance Division of the Public Works Department requests approval and authorization to purchase seven (7) fleet vehicles through State of Michigan Extended Purchasing Agreements at an estimated total cost of $120,203.46.

The equipment will replace vehicles due to come out of service from the Public Works Department, and are as follows:

	ITEM	BUDGET	UNIT COST	TOTAL
SNETHKAMPS LANSING DODGE				
5 Dodge Pick-Up	A-7	$82,500.00	$14,840.78	$74,203.90
2 Dodge Pick-Up 4X4 W/Plows	A-8	47,000.00	22,999.78	45,999.56
TOTAL		**$129,500**		**$120,203.46**

If you have any questions regarding this recommendation, please feel free to call me at your convenience.

BUDGET

Funds are available from the Vehicle Motor Pool Capital Account 565.7981.

Prepared by: Samuel P. Lamerato, Superintendent of Motor Pool

January 28, 2002

TO: The Honorable Mayor and City Council

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

Subject: Standard Purchasing Resolution 4: Oakland County Cooperative Purchasing Agreements—Fleet Vehicles

RECOMMENDATION

The Fleet Maintenance Division of the Public Works Department requests approval and authorization to purchase ten (10) fleet vehicles through Oakland County Cooperative Purchasing Agreements at an estimated total cost of $172,971.29.

The equipment will replace vehicles due to come out of service from the Police and Public Works Departments, and are as follows:

	ITEM	BUDGET	UNIT COST	TOTAL
Red Holman Pontiac – GMC				
1 GMC Envoy 4WD SUV	A-2	$19,500.00	$26,511.00	$26,511.00
1 Pontiac Montana Ext. Mini Van	A-2	19,500.00	20,277.00	20,277.00
1 Pontiac Grand Prix GT Sedan	A-2	19,500.00	19,003.00	19,003.00
SIGNATURE FORD, L-M JEEP EAGLE				
1 Ford Taurus SE Sedan	A-2	19,500.00	16,651.00	16,651.00
GALENA'S VAN DYKE DODGE				
1 Dodge Stratus Sedan	A-2	19,500.00	15,606.00	15,606.00
GOLLING CHRYSLER JEEP INC.				
1 Chrysler Sebring LX Sedan	A-2	19,500.00	16,226.85	16,226.85
2 Chrysler Sebring LX Sedan	A-5	30,000.00	15,123.85	30,247.70
BUFF WHELAN CHEVROLET				
2 Chevrolet Malibu Sedan	A-5	30,000.00	14,224.37	28,448.74
TOTAL		**$177,000.00**		**$172,971.29**

If you have any questions regarding this recommendation, please feel free to call me at your convenience.

BUDGET

Funds are available from the Vehicle Motor Pool Capital Account 565.7981.

Prepared by: Samuel P. Lamerato, Superintendent of Motor Pool

February 6, 2002

TO: Honorable Mayor and City Council

FROM: John Szerlag, City Manager
Jeanette Bennett, Purchasing Director
William Nelson, Fire Chief

SUBJECT: Standard Purchasing Resolution 4: State Of Michigan Extended Purchasing Agreements—Truck Cab and Chassis with Flat Bed

RECOMMENDATION

The Fire Department request approval and authorization to purchase one (1) Truck Cab and Chassis with an installed flat bed through the State of Michigan Extended Purchasing Program with Bill Snethkamp Dodge at an estimated total cost of $ 24,119.78.

SUMMARY

With this purchase, we will remove a high-pressure air compressor from a trailer and mount it on the new truck chassis. This will eliminate the trailer, and a 1979 Chevrolet Suburban, which now tows the unit. We are requesting authorization to purchase the following equipment:

QTY	Model #	Description	Unit Price	Total Price
1	BR3500	Dodge Cab and Chassis, including Diesel Engine, Snow Tires, Light package, and flat bed body	24,119.78	$24,119.78

BUDGET

Funds for the purchase of this unit is available in the Fire Department Capital Account 401-338-7984.

Prepared by: Richard Sinclair, Asst. Fire Chief

STANDARD PURCHASING RESOLUTION 4:

RESOLVED, that a contract to purchase one (1) Truck Cab and Chassis with a Flat Bed Body through the State of Michigan Extended Purchasing Agreement with Bill Snethkamp Dodge is hereby awarded at an estimated total cost of $24,119.78.

February 5, 2002

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
Gary A. Shripka, Assistant City Manager/Services
Douglas J. Smith, Real Estate & Development Director
Patricia A. Petitto, Senior Right of Way Representative

SUBJECT: Request for Approval to Pay Business Relocation Claim
World Wide Travel Bureau, Inc.
Proposed Fire Station #3 Expansion
2300 West Big Beaver Road, Suite #7 & #8

In compliance with Michigan Laws and Federal Guidelines, businesses displaced by a public project are entitled to Relocation Benefits that include payments for actual reasonable moving costs, actual reasonable expenses to reestablish the business, and payment for actual reasonable expenses to search for a replacement property. The laws provide that the owner may choose instead to receive an "in lieu of" or "fixed payment" based on income. A fixed payment is equal to the business's average annual net earnings for the two years prior to displacement with a maximum payment amount of $20,000.

Attached is a copy of a "Relocation Claim" for a fixed payment based on income filed by Rudolph and Pamela Reinhard, the owners of one of the businesses that is being displaced from 2300 West Big Beaver Road. We have verified that the average net earnings for the years 1999 and 2000 exceeded $20,000. They have tentatively planned to move their business to their home.

Therefore, the Real Estate & Development Department requests approval to pay the attached claim in the amount of $20,000 (the maximum allowed) to World Wide Travel Bureau, Inc. This payment will be made in lieu of payment for moving and other related relocation benefits. The funds will come from Bond Proposal B monies.

Att.

RELOCATION CLAIM
BUSINESS/NON-PROFIT/FARM

Information required by Act 31, P.A. 1970 as amended, and Act 277 P.A. of 1972, to process payment.

ity of Troy
MDOT A677 (12/95)

AIMANT'S NAME:	World Wide Travel Bureau, Inc.
ILING ADDRESS:	2300 West Big Beaver Road Troy, Michigan 48084
QUIRED PROPERTY DRESS AND ONE:	2300 West Big Beaver Road 248.643.4810
REPLACEMENT PROPERTY ADDRESS AND PHONE:	

CONTROLLING DATES

Date of first written offer: Date of final payment:

Date of move: 20 MAR 02 Date move verified:

im must be filed by 18 months after date of move or final payment, whichever is later. **Date:**

ed below are relocation payments claimed in accordance with Act 31, PA 1970 as amended. For further information, please refer to the booklet "Your nts and Benefits When Displaced by a City of Troy Project".

Owner ☒ Tenant

Business ☐ Farm ☐ Non-profit ☐ Landlord

ving Expenses	-0-
establishment Expenses	-0-
ed Payment ("In Lieu Of")	$20,000.00
AMOUNT DUE:	$ $20,000.00

e agree payment will be sent to : World Wide Travel Bureau, Inc. 2300 West Big Beaver Troy, MI 48084

e Certify that:

All information submitted is true and correct.
I/We have not submitted any other claim, or received reimbursement from any other source, for expenses itemized on this claim.
I/We have vacated or will vacate the state acquired property.
I/We am/are a legal resident of the United States

mant's Signature 2/1/02 Date Claimant's Signature 2/1/02 Date

tify that I have examined this claim and the substantiating documentation and have found it to conform to the applicable State and Federal Laws and the ating procedures of the City of Troy.

OMMENDED BY: Patricia A. Petitto	**DATE:** 2/4/02
ROVED BY:	**DATE:**

arks:

TROL SECTION	PARCEL	NAME
NUMBER	FED ITEM NUMBER	FED PROJ NUMBER

January 29, 2002

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
Gary Shripka, Asst. City Manager/Services
Steve Vandette, City Engineer
John Abraham, Traffic Engineer

SUBJECT: Request for Renewal of Membership in the Traffic Improvement Association of Oakland County

We hereby request authorization to renew membership in the Traffic Improvement Association, at a cost to the City of $22,300.00 for 2002. This membership fee is calculated based on the Act 51 monies allocated to member municipalities. We have included this item in the Traffic Engineering budget for 2001-2002.

The City has been a member of the TIA since 1975. The TIA is a private non-profit organization that is responsive to the problems and needs of local traffic officials. They also perform area-wide programs such as the Drunk Driving Project, which resulted in 20% fewer alcohol-related accidents in Oakland County. TIA has been a source of traffic facts, including traffic crashes and traffic operations data. In the past year, the City obtained city-wide traffic crash statistics, county traffic crash trends, location-specific crash details, and alcohol-related statistics for the City. TIA was also the lead agency for the I-75 corridor study that aimed at improving safety and efficiency of traffic on I-75 in Oakland County.

TIA has also worked with the Troy Police Department on several enforcement-related projects, with the Traffic Engineering Department on school safety studies, and with Troy businesses in the Travel Demand Management Program.

JA/ln

DATE: February 12, 2002

TO: Honorable Mayor and City Council

FROM: John Szerlag, City Manager
Gary A. Shripka, Assistant City Manager/Services
Mark Stimac, Director of Building and Zoning

SUBJECT: Request for Sign Placement
500 W. Big Beaver

Steve Toth, Executive Director of the Boys & Girls Club of Troy, has submitted a request to place a banner in front of City Hall to promote their community event. The event will benefit the Boys & Girls Club of Troy. The banner is 100 square feet in size and would advertise Taste of Troy, scheduled for March 3, 2002. The banner would be in place from February 22, 2002 through March 2, 2002. Similar requests have been approved in the past and the changeable message signs, currently out for bid, will handle these types of requests in the future.

The Sign Ordinance, Chapter 78, Section 14.00 requires permission from the property owner for placement of a banner. Mr. Toth's request is for City Council's permission to place the banner on City property.

Boys & Girls Club of Troy

January 29, 2002

Ginny Norvell
Inspector Supervisor
City of Troy
500 West Big Beaver Road
Troy, MI 48084

RECEIVED
JAN 29 2002
BUILDING DEPARTMENT

Dear Ginny,

I am requesting the opportunity to place 5ft. X 20ft. banners in front of the City Building in order to promote the upcoming community events in support of the Boys & Girls Club of Troy. The commercial quality banners are the same banners placed on your property last year updated with new dates and themes.

The Taste of Troy will once again be held at the San Marino Club on Sunday, March 3, 2002. I request that the banner be placed at the usual location (southeast corner of the property by Big Beaver Road) from February 22 through March 2nd.

Each year, we have many participants indicate their awareness of our special events due to the visibility of the banner on Troy's City Building Property. On behalf of the many volunteers working effortlessly to support the Club's programs and services, we thank you for your assistance.

If you have need for any additional information, please contact me at the Club at (248) 689-1687.

Sincerely,

Steve Toth
Executive Director

cc: Pam Gustairs

4970 John R • Troy, Michigan 48098 • 248-689-1687 • Fax: 248-689-3238

SIGN PERMIT APPLICATION

CITY OF TROY
DEPARTMENT OF BUILDING INSPECTIONS
500 W. BIG BEAVER ROAD
TROY, MICHIGAN 48084
Phone: 248-524-3344
Fax: 248-689-3120

RECEIVED
JAN 29 2002
BUILDING DEPARTMENT

SIGN

Date: JAN 29, 2002

Project Information

Job Address: 500 W. BIG BEAVER Suite # _____ Sidwell # _____

Property Owner:: CITY OF TROY Address: 500 W. BIG BEAVER Phone # _____

Type of Sign: ☐ Ground ☐ Wall ☒ Special Event ☐ Sign Renewal Zoning District: CF

Sq. Ft. Area of Front of Building Structure: NA Land Area (if parcel is vacant): _____

Sign Size: Width 20 ft Height 5 ft Sq. Ft. Area: 100

Ground Sign: Height from grade to top of sign 12' MAX Distance from ultimate right-of-way _____

Are other signs located on property? ☐ No ☐ Yes Type _____ Size _____

Copy on sign: PROMOTE MARCH 3rd "TASTE OF TROY"

Illuminated Sign ☐ Yes ☐ No Electrical Connections by: _____

SIGN PERMIT FEE SCHEDULE			
Size	Wall Sign Painted on Wall	Wall Sign Structurally Attached	Ground Sign
Under 100 sq. ft.	$ 75.00	$ 100.00	$ 125.00
100 to 199 sq. ft.	$100.00	$ 125.00	$ 150.00
200 to 300 sq. ft	$ 100.00	$150.00	$ 175.00
Special Event	$30.00		

Applicant/Contractor Information STEVE TOTH

Name: BOYS' GIRLS CLUB OF TROY Phone: 248 689-1687 Fax: 248 689-3238

Address: 4970 JOHN R City: TROY State: MI Zip: 48085

Signature of Applicant Steve Toth License # NA

FOR OFFICE USE ONLY:

Variance Granted? ☐ No ☐ Yes Date: _____

Special Stipulations _____

Date approved: _____ Fee: _____ Approved by: _____

TO: The Honorable Mayor and City Council

FROM: John M. Lamerato, Assistant City Manager-Finance and Administration

RE: Compensation for City Manager

DATE: February 6, 2002

Please find attached salary surveys for the position of City Manager from U.S. Edge Cities and larger cities in Michigan.

Pursuant to City Council request the City Manger's salary will be adjusted to $123,705 per year, effective January 1, 2002. This adjustment will bring him to the mid-point of his salary range as determined by the Hay Group.

SALARY RANGE AND ACTUAL	SALARY EXPRESSED AS PERCENTILE OF THE RANGE	VALUE OF 1 PERCENTILE
CITY MANAGER		
★ **115,000 Actual** 98,965 MIN — 123,705 MID — 148,446 MAX	**32**	494.81

U.S. Edge* Cities with Council-Manager Form of Government: Population 75K to 125K* 1990 Census

Updated 10/27/01

16 municipalities contacted: 10 responses; 9 responses used (4)

Municipality	St.	Pop. 1990 Census	Pop. 2000 Census	Budget (2)	DDA or similar* (1)	If Yes,is CM director/have significant responsibility?	Base Salary per Our Survey	Last Raise	Eff. Date	Salary Range
TROY	MI	73K	81K	$160M	YES	YES	$115,000	9.50%	1/1/01	$94,702 to $142,054
Chandler	AZ	91K	177K	$500M	NO	na	$142,812	5.00%	1/1/01	NONE
Burbank	CA	94K	100K	$228M	YES	YES	$164,916	5.85%	7/1/00	$140,148 to $170,280
Carson	CA	84K	90K	$52M	NO	na	$135,000	11.00%	3/7/01	$113076 to $144,300
Concord	CA	111K	122K	$151M	YES	YES	$162,288	11.50%	7/10/00	NONE
Sunnyvale	CA	117K	132K	$215M	YES	YES	$173,067	6.76%	6/24/01	$147,107 to $173,067
Westminster	CA	78K	88K	$64.9M (3)	YES	YES	$140,400	9.30%	7/1/01	NONE
Overland Park	KS	112K	149K	$192M	YES	NO	$142,870	5.80%	6/1/01	NONE
Ann Arbor (5)	MI	110K	114K	$93M	YES	NO	$114,670	8.20%	12/1/00	NONE
Farmington Hills	MI	75K	82K	$116M	NO	na	$118,662	4.00%	7/1/01	NONE
						Average:	**$140,969**	**7.69%**		

(1)The California equivalent is a Redevelopment Agency.

(2)Budget figures are not a good comparable b/c municipalities have *differing responsibilities*(i.e. water treatment, airport, utilities, etc.) and *respondents provided a broad range of budget figures.*

(3)Not including debt service

(4)Managers whose salaries are tied to a market inhibitor were not included. An example of such a municipality is Bloomington, MN where salaries are not permitted to exceed 95% of the governor's salary (Bloomington was one of our respondents.)

(5) City administrator recently retired; these figures reflect how the position was compensated at his retirement (not interim figures)

Other Notes:

-Municipalities that we contacted but did not respond:

	Pop. 1990 Census
Fullerton, CA	114K
Costa Mesa, CA	96K
Berkeley, CA	103K
Daly City, CA	92K
Southfield, MI	76K
Bellevue, WA	87K

*"Edge City" designation according to Joel Garreau's book, *Edge City: Life on the New Frontier* copyright 1988 by Doubleday

Characteristics of Edge Cities (according to Garreau):

-Minimum 600,000 sq ft retail space

-Minimum 5 million sq ft office space

-Perception as a single end designation for mixed use: jobs,shopping, entertainment

-A population that increases at 9AM on workdays

-A history in which, thirty years ago, the site was by no means urban; it was overwhelmingly residential or rural in character

Salaries and Wages

in Michigan Municipalities over 1,000 Population

2001-2002

Michigan Municipal League
Information Bulletin No. 109 (Revised)
(US ISSN 0076-8006)

Michigan Municipal League
1675 Green Road
PO Box 1487
Ann Arbor, MI 48106-1487
Telephone: 734-662-3246

Survey Price: $100.00

Interpretation of Data

Responses to our survey were compiled and are represented as follows:

- Most salaries and wages are recorded at an annual rate. Positions reported as paid at a flat rate are recorded in the maximum wage column.
- Although job titles and responsibilities vary greatly between municipalities, wage data in this publication is presented consistent with the title most commonly used and/or most descriptive of positional responsibilities.
- Responding municipalities are listed only under the positions for which they reported wage information.

Remarks

Special circumstances or exceptions that have an effect on the salary paid for the position are coded in the remark column. Listed below are the remark codes that are used throughout this Bulletin.

A. Position has additional duties.
B. In negotiations.
C. In Act 312 arbitration.
D. Raise under consideration.
E. Position is part-time.
F. Salary based partly or entirely on fees.
G. State-issued license or certification required.
H. Position currently vacant.
I. Volunteer.
J. Seasonal job.
K. Contractual job.
L. Plus pay for fire runs.
M. Plus pay for meetings attended.
N. Plus additional pay.
O. Position duties are same but position title differs.
P. Did not participate in this year's survey.

City Manager

Municipality	Population	No. Pos. Budgeted	Minimum Pay	Per	Maximum Pay	Per	Remarks
Grand Rapids	197,800	1	$107,024.00		$132,040.00		
Flint	124,943	1			$95,000.00		
Sterling Heights	124,471	1			$110,000.00		
Ann Arbor	114,024	1			$114,670.00		
Farmington Hills	82,111	1			$110,240.00		D
Troy	80,959	1	$94,702.00		$142,054.00		D
Southfield	78,296	1			$114,111.00		K
Kalamazoo	77,145	1	$71,511.00		$109,937.00		
Wyoming	69,368	1			$100,000.00		K
St Clair Shores	63,096	1			$94,973.00		
Saginaw	61,799	1			$92,436.00		D
Royal Oak	60,062	1	$92,471.00		$111,290.00		
Battle Creek	53,364	1			$100,275.00		
Roseville	48,129	1			$94,119.00		A
Novi	47,386	1			$100,000.00		K
East Lansing	46,525	1			$115,920.00		N
Midland	41,685	1	$93,243.00		$109,698.00		
Muskegon	40,105	1			$97,324.00		
Bay City	36,817	1	$81,036.80		$109,553.60		N
Jackson	36,316	1			$98,363.34		K
Holland	35,048	1			$97,248.00		N
Eastpointe	34,077	1			$85,000.00		A K
Port Huron	32,338	1			$105,000.00		
Madison Heights	31,101	1			$99,304.00		
Burton	30,308	1			$52,782.30		
Southgate	30,136	1			$84,000.00		A
Inkster	30,115	1			$68,000.00		A
Garden City	30,047	1	$70,000.00		$82,500.00		
Oak Park	29,793	1			$105,817.00		
Allen Park	29,376	1			$93,000.00		
Mount Pleasant	25,946	1			$80,720.00		N
Norton Shores	22,527	1	$71,040.00		$85,936.00		
Ypsilanti	22,362	1	$70,072.00		$91,093.00		
Ferndale	22,105	1	$81,004.00		$87,266.00		
Monroe	22,076	1			$94,500.00		
Walker	21,842	1			$82,825.00		
Adrian	21,574	1			$87,843.00		
Auburn Hills	19,837	1			$85,648.00		
Marquette	19,661	1			$90,068.00		
Trenton	19,584	1	$72,314.00		$84,597.00		
Birmingham	19,291	1			$110,000.00		
Wayne	19,051	1			$90,570.00		D
Hazel Park	18,963	1			$87,000.00		
Mount Clemens	17,312	1			$74,000.00		A
Grosse Pointe Woods	17,080	1			$84,500.00		
Sault Ste Marie	16,542	1			$77,250.00		D
Grandville	16,263	1	$61,191.00		$79,549.00		
Owosso	15,713	1			$74,751.00		
Berkley	15,531	1			$83,000.00		
Fraser	15,297	1			$78,733.00		A N
Traverse City	14,532	1			$76,500.00		D
Harper Woods	14,254	1			$92,233.00		A
Riverview	13,272	1			$93,551.00		D
Wixom	13,263	1	$62,836.00		$81,616.00		D

February 8, 2002

To: The Honorable Mayor and City Council

From: John Szerlag, City Manager
John Lamerato, Assistant City Manager – Finance/Administration
Nino Licari, City Assessor

Re: Set a Public Hearing for a Plant Rehabilitation District 1783 E 14 Mile
Set a Public Hearing for an Industrial Facilities Exemption Certificate at 1783 E 14 Mile

Mr. Ross Kogel, President of Tire Wholesalers Company, Inc., has requested that City Council establish public hearings for a Plant Rehabilitation District (PRD), and an Industrial Facilities Exemption Certificate (IFEC), at the property at 1783 E 14 Mile, Troy MI. 48083 (parcel ID #88-20-36-476-037).

Mr. Kogel intends to add approximately 44,000 square feet of warehouse, to an existing 35,332 square foot building. There will be additional parking installed, and modifications to the existing fire safety system. The general site area will be modified to comply with existing zoning regulations.

The building is 54% good due to age. It has an additional 50% functional obsolescence due in part to its configuration (multiple additions of varying story heights), and unused crane ways affecting storage space The overall obsolescence equates to a structure that is only 29% good, far below the 50% good required by statute.

Under additional local terms established by Council Policy Resolution #2000-412 (September 11, 2000) the District must be in the Light Industrial (M-1) zoning classification. Also, the renovation or replacement facility must be located on the site of the obsolete building. The proposed site meets both of these criteria.

Additional policy requirements state that no Personal Property be included in the project. There is no Personal Property included in the abatement request.

The minimum amount of Taxable Value for the renovation or replacement must equal 50% of the existing Taxable Value of the obsolete building (currently $340,210). Mr. Kogel's estimated construction costs are $1,400,000. This equates to approximately $700,000 in Taxable Value (2.06 times the current Taxable Value).

The maximum amount of Taxable Value for the renovation or replacement may not exceed 100% of the current Taxable Value of the obsolete structure. Mr. Kogel's proposal exceeds this amount by $359,790. Council has the option of waiving this restriction if approval is granted after the Public Hearings.

This is a renovation abatement request, so the final 2 restrictions for demolition and location need not be met for this project.

The Proposed resolutions before you will establish Public Hearings, on March 18, 2002, to consider establishing a Plant Rehabilitation District (PRD), and to consider granting an Industrial Facilities Exemption Certificate (IFEC) at the district.

TWI TIRE WHOLESALERS COMPANY, INC.

Large enough to serve you, small enough to care.

January 31, 2002

RECEIVED
JAN 31 2002
CITY OF TROY
ASSESSING DEPARTMENT

TO THE MAYOR AND
CITY COUNCIL
CITY OF TROY

RTK Enterprises (Tire Wholesalers Company, Inc.) would like to initiate the Plant Rehabilitation Tax Abatement Process on the property located at 1783 E. 14 Mile Road, Troy MI 48083.

Thank you for attention to this matter.

Sincerely,

ROSS T. KOGEL
President

Troy Distribution Center
1783 E. 14 Mile Road
Troy, Michigan 48083
248.589.9910
248.589.9919 Fax

Southfield Warehouse
19240 W. 8 Mile Road
Southfield, Michigan 48075
248.354.9910
248.354.0074 Fax

Cadillac Warehouse
303 Hawthorn
Cadillac, Michigan 49601
231.775.6666
231.775.8810 Fax

E-mail: tirewlsale@aol.com

Michigan Department of Treasury, STC
1012 (Rev. 6-00)

L-4380

APPLICATION FOR INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE

This form is issued as provided by P.A. 198 of 1974, as amended. Section references on this form are to specific sections of the act that explain or require the data. Filing of this form is voluntary. **The application should be filed after the district is established and no later than (within) six months after the commencement of the project.** This project will not receive tax benefits until approved by the State Tax Commission.

RECEIVED
2002 FEB -7 PM 1:48

INSTRUCTIONS: Read the instructions on page 4 before completing this application. File the original and four copies of this form and the required attachments (five complete sets) with the clerk of the local government unit. **(The State Tax Commission requires four complete sets (one original and three copies)). One copy is retained by the clerk.**

TO BE COMPLETED BY CLERK OF LOCAL GOVERNMENT UNIT Clerk must also complete sections 19 and 20, page 3.	THIS SECTION FOR USE BY THE OFFICE OF THE STATE TAX COMMISSION	
Signature [signature]	Application No.	
Date Received	Date Received	Written Agreement? ☐ YES ☐ NO

Applicant, do not write above this line. Begin entries at 1 below.

1a. Applicant (Company) Name (Applicant must be the occupant/operator of the facility) TIRE WHOLESALERS CO INC	b. Standard Industrial Classification Code (Sec. 2(10)) Four Digit Code +
c. Company Mailing Address (No. and Street, P.O. Box, City, State, ZIP) 1783 E 14 MILE TROY MI 48083	**First time applicants attach copy of Worker's Compensation policy displaying workers codes**
d. Location of Facility (No. and Street, City, State, ZIP) (Attach Legal Description) 1783 E 14 MILE ~~TROY~~ TROY, MI 48083	e. City/Twp./Village: TROY f. County: OAKLAND
2. Type of Approval Requested ☐ NEW (SEC. 2(4)) ☐ SPECULATIVE BUILDING (SEC. 3(8)) ☐ TRANSFER (of existing certificate) (1 copy only) ☑ REHABILITATION (SEC. 3(1)) ☐ RESEARCH and DEVELOPMENT (SEC. 2(9))	3. School District Where Facility is Located a. School Code 4. How Many Years of Exemption Requested? (See note in box 19 regarding inclusion of the words "after completion.")

5. Explain Applicant's Principal Type of Business (Detailed description of operations)

WAREHOUSING AND WHOLESALE DISTRIBUTION OF TIRES

6a. Rehabilitation Applicants Only: General Description and Use of Existing Facility (Number of buildings, type, size, use, products manufactured, type of research or development.)

WAREHOUSING AND WHOLESALE DISTRIBUTION OF TIRES

6b. Explain Degree and Type of Obsolescence Affecting Existing Facility.

DEPRECIATION DUE TO AGE - 54%.
FUNTIONAL OBSOLESENCE = 50%
OVERALL OBSOLESENCE = 29% GOOD (-71%)

7. Describe Project for Which Exemption is Sought (Type of Improvements to Land, Building; Size of Addition; Personal Property Acquired - Explain New - Used, Transfered from Out-of-State, etc.) and Proposed Use of Facility

WAREHOUSE

8 a. Cost of land improvements **excluding cost of land.** *Attach itemized list*.....	$ 30,000
b. Cost of building improvements. *(1) Attach list of **major types & cost;** (2) **Attach copy of building permit.*** (See instructions on page 4, item 5).....	1,383,000
c. Cost of machinery and equipment. *Attach itemized list: **month, day and year,** and total.* (See instructions on page 4, item 2.).....	
d. Cost of furniture and fixtures. *Attach itemized list: **month, day and year,** and total.* (See instructions on page 4, item 2.).....	
e. TOTAL PROJECT COST.....	$ 1,413,000

Continue on Page 2

9. List time schedule for start and finish of construction stages and equipment installation. Project dates must be projected and completed within a two year period. (See Instructions, page 4, items 2 and 4.)

NOTICE AFTER DEC. 31, 1983: Section 9 (2) (c) specifies that restoration, replacement or construction commence not earlier than 6 months before the filing of this application with the local govenrmental unit. Estimate dates when applicable.

THIS SECTION MUST BE COMPLETED WITH ACTUAL DATES. REFERENCE TO SEE ATTACHMENTS NOT ACCEPTABLE.

	Begin (M/D/Y)	End (M/D/Y)
Real Property Improvements:	3/15/02	10/15/02
Personal Property Improvements:	/ /	/ /

10 a. Are the buildings owned or leased by the operator of the facility? ☐ OWNED ☑ LEASED * (Attach copy of lease.)

b. Are machinery and equipment, furniture and fixtures owned or leased by the operator of this facility? ☐ OWNED ☐ LEASED * (Attach copy of lease.)

* If property is leased (Real and/or Personal) we will require: A current executed copy of the lease, dated and signed, verifying applicant's property tax liability for the Real and/or Personal property. (An addendum/rider is required to show the inclusion of an addition to the building.) **Lessee must be directly responsible for taxes–if paid to lessor, lessee will not qualify for abatement. Lessee must pay taxes directly to the local governmental unit.**

11. Are State Education Taxes abated? ☐ Yes ☐ No. If yes, attach Michigan Economic Development Corp Letter of Committment.

12. Number of existing jobs at this site that will be retained as a result of this project? .....

13. Number of new jobs at this site expected to be created within 2 years of project completion?.....

14. Rehabilitation applications. Complete a, b and c. Attach assessor's statement of valuation for the entire plant rehabilitation district. The SEV data must be as of December 31 of the year prior to the rehabilitation.

a. SEV of Real Property (exclude land)	340,210
b. SEV of Personal Property (exclude inventory)	96,220
c. TOTAL SEV	436,430

15 a. The facility is located in the following type of district established by the local governing unit: ☐ INDUSTRIAL DEVELOPMENT DISTRICT ☒ PLANT REHABILITATION DISTRICT

b. Name of governing unit that established district ..... TRoY

c. Date district was established.....

d. Attach certified copy of resolution and drawing of district.

NOTICE AFTER DECEMBER 31, 1983: Section 9(2)(b) provides that a written request (date-stamped by local unit) to establish the district MUST be filed prior to the commencement of any improvements or construction. Please furnish a copy of the written request.

16 a. Is this application for a speculative building (Sec.3(8))? ☐ Yes. Complete b, c and d. ☑ No. Go to 17 below.

b. Name of governmental unit which passed reolution to establish a speculative building. .....

c. Date of Resolution (attach copy) .....

d. Date construction commenced (see page 4, item 5) .....

e. Attach certified statements from the building owner **AND** assessor that the building has not been occupied since completion of construction (see page 4, item 13).

17. Complete this section if application is for a replacement facility which will not be located on the same site or contiguous to the obsolete facility. The obsolete facility will be disposed of as follows:

Continue on Page 3

APPLICANT'S CERTIFICATION

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

18. Name of Person to Contact for Further Information: ROSS T KOGEL	Title: PRES	Phone: 2485899910
Mailing Address: 1783 E 14 MILE TROY MICHIGAN 48083		
Type Name of Company Officer: Ross T Kogel	Signature: Ross T Kogel	
Title: Pres / Phone: 2485899910	Date: 2/1/02	

LOCAL GOVERNMENT ACTION

This section is to be completed by the clerk of the local governing unit before submitting application to the State Tax Commission

19. Action Taken

☐ ABATEMENT APPROVED FOR _____ Years

Ending December 30, _____
(not to exceed 12 years after project completion)
There are circumstances in which the words "after completion" could extend the length of the exemption by 2 to 3 years. Please call the Property Tax Division at (517) 373-2408 if a further explanation is needed.

☐ DISAPPROVED

DOCUMENTS REQUIRED

- ☐ 1. Application plus attachments. (See inst. pg. 4, # 1-7)
- ☐ 2. Notice to the public prior to hearing to establish district.
- ☐ 3. Resolution establishing district.
- ☐ 4. Notice to taxing authorities prior to hearing to approve application.
- ☐ 5. List of taxing authorities notified.
- ☐ 6. Resolution approving application.
- ☐ 7. (a) Letter of Agreement (Signed by local unit and applicant) per P.A. 334 of 1993.
  (b) Affidavit of Fees (Bulletin 3, 1/16/98).
- ☐ 8. 3222 (formerly T-1044A) (if applicable).
- ☐ 9. Speculative building resolution & affidavits.

20. Name of Local Government Body: CITY OF TROY		Date of Action on This Application:
Attached hereto is a copy of the application and all documents required.		
Signature of Clerk:	Date:	Phone: (248) 524-3316
Clerk's Mailing Address: 500 W BIG BEAVER	City: TROY	ZIP Code: 48084-5285

State Tax Commission Rule Number 57:

Complete applications approved by the local unit and received by the State Tax Commission by October 31 will be acted upon by December 31.

Applications received after October 31 will be acted upon in the following year.

Mail completed application and all attachments to:

State Tax Commission
Michigan Department of Treasury
P.O. Box 30471
Lansing, Michigan 48909-7971

If you have any questions, please call (517) 373-2408 or 373-3302.

INSTRUCTIONS

The original form 1012 (Formerly L-4380) and all required attachments listed below, plus number of additional copies determined by the clerk, **MUST** be filed with the clerk of the local unit where the facility is or will be located.

Furnishing accurate answers and attachments numbered 1-14 of the instructions will eliminate delay and assist in processing of the application. Incomplete applications may be returned or not processed. Certain items are applicable to speculative buildings or rehabilitation applications only and should be marked "N.A." if your application is for a new facility. If the space provided is insufficient, answers should be continued or given on separate attachments.

The following information is required on separate documents attached to form 1012 (formerly L-4380):

☐ 1. Legal description of the real property on which the facility is or will be located. Also provide property identification number if available.

☐ 2. Complete list of new machinery, equipment, furniture and fixtures which will be used in the facility. The list should include description, type, identification, beginning date of (expected) installation by month/day/year, and (expected) cost. Pollution control facilities which you intend to apply for under P.A. 250 of 1965, as amended (air) and P.A. 222 of 1966 (water), are to be listed separately. Detail of machinery and equipment must match amount shown on question 8 on page 1.

☐ 3. This instruction is not applicable to a new facility or speculative building. It is for **rehabilitation applications only.**
   a. List of existing machinery, equipment, furniture and fixtures which will be replaced or renovated.
   b. List of existing machinery, equipment, furniture and fixtures which will continue to be used in the facility.
   The list should include description, type, identification, year of acquisition and original cost.

☐ 4. If the application is for a rehabilitation, a statement by the Assessor showing the Taxable Valuation of the plant rehabilitation district, separately stated for real property (EXCLUDING land) and personal property (EXCLUDING inventory) for the tax year immediately preceding the commencement of the rehabilitation.

☐ 5. Proof of date construction started (groundbreaking) such as building permit, footings inspection report, (when available) certified statement or affidavit from contractor. Personal property only applications should have attached a certified statement or affidavit as proof of the date personal property installation commenced.

☐ 6. Complete copy of lease agreement as executed, if applicable, verifying lessee has ad valorem real and personal tax liability.

☐ 7. A copy of the notice to the general public and the certified notice to the property owners, concerning the establishment of the district. Drawing showing the perimeter of the Industrial Development or Plant Rehabilitation District and where, within the district, the facility will be located.

☐ 8. Certified copy of the resolution establishing the Industrial Development District or Plant Rehabilitation District, which includes a legal description of the district. If the district was not established prior to the commencement of construction, the local unit shall include a certified copy of the filing of the request to establish district.

☐ 9. Copy of the notice and the certified letters to the taxing authorities regarding the hearing to approve the application.

☐ 10. Certified copy of the resolution approving the application.

☐ 11. Letter of Agreement (signed by local unit and applicant) per P.A. 334 of 1993 and Affidavit of Fees (Bulletin 3, 1/16/98).

☐ 12. Treasury form 3222 (Formerly T-1044a) or 1817 (Formerly T-1044) (if applicable) Fiscal Statement For Tax Abatement Request.

☐ 13. Resolution to establish speculative building and non-occupancy statements by the owner and assessor.

ADDITIONAL INSTRUCTIONS

Actual date of completion of the entire project must be furnished to the State Tax Commission and the Assessor within 30 days after completion of the project.

Final cost of the project, broken down between real and personal property must be furnished by the applicant to the State Tax Commission and the Assessor within 90 days after completion of the project.

Michigan Department of Treasury
3222 (3-98)

Corporation Name	Certificate Number
TIRE WHOLESALERS INC	

SUPPLEMENT TO TREASURY FORM 1817 (formerly T-1044)

Is this project:	YES	NO
Real Property?	X	
Personal Property?		X
Both Real and Personal Property?New Facility?		X
Replacement Facility?	X	
Both New and Replacement Facility?		X

Estimated Project Investment (not assessed value):

$ 1,413,000 Real Property $ _____ Personal Property $ 1,413,000 Total

	YES	NO	REMARKS
1. A. Has the proper local authority reviewed the plan?	X		
B. Is the project located in a certified industrial park?	X		
C. Is this a renovation or expansion of an existing building?	X		
2. Will this project require improvement of your road service?		X	
3. Will this project require improvement of your sanitary sewer services?		X	
4. Will this project require improvement of your storm sewer services?		X	
5. Will this project require improvement of your water services?		X	
6. Will this project require additional police personnel, police equipment or a need for new police building expansion?		X	
7. Will this project require the need for additional fire personnel, additional or specialized fire equipment or the need for a new fire building?		X	
8. Will this project require other costs?		X	
9. Are costs of infrastructure elements to be provided through Local Development Finance Authority or Tax Increment Finance Authority Bonds?		X	

If you answered yes to any of the questions from 2 through 8, the appropriate sections of form 1817 (formerly T-1044) must be completed and accompany this supplement with your application.

This is to certify that the following has been provided as accurately as possible.

Signature

Name and Title of Governmental Unit Officer or Designee

Resolution #2000-412
Moved by Pallotta
Seconded by Kaszubski

WHEREAS, The City of Troy has the economic objective of (a) increasing employment opportunities, (b) reducing economic obsolescence of the industrial base, (c) encouraging industrial expansion, (d) encouraging attractive, viable industrial sites, (e) encouraging the redevelopment of obsolete industrial buildings, and (f) maintaining a modern, efficient industrial building inventory; and

WHEREAS, The Plant Rehabilitation and Industrial Development Districts Act, being Public Act 198 of 1974 (PA 198), as amended, empowers cities to establish Plant Rehabilitation Districts (PRD) and to grant tax abatements for certain properties which meet certain criteria established by PA 198; and

WHEREAS, The City Council of the City of Troy has determined that additional criteria should be established for the creation of such districts and abatements;

NOW, THEREFORE, BE IT RESOLVED, By the City Council of the City of Troy, that the following criteria are to be met, applied, or measured by the City Manager, or his designees in the review of areas and locations to be considered for the designations as Plant Rehabilitation Districts (PRD) by the City Council:

1. The property must be included in the (M-1) Light Industrial Zoning Classification.
2. If the district is to be established for a Replacement Facility, as defined in PA 198, it will include the site of the obsolete building, as defined by PA 198, and vacant land contiguous to the site, not separated by a dedicated public right of way.

BE IT FURTHER RESOLVED, That in addition to the criteria established by the Plant Rehabilitation and Industrial Development Districts Act, being Public Act 198 of 1974, the following criteria are established as guidelines to be met, passed, measured and ascertained by the City Manager, or his designees, as minimum standards for submitting requests or petitions for the consideration and possible approval of Plant Rehabilitation type Industrial Facilities Exemption Certificates, by the City Council of the City of Troy:

1. For Rehabilitation or Replacement Facilities applications, Personal Property shall not be included as part of an abatement request.
2. For Rehabilitation or Replacement Facilities applications, the minimum amount of Taxable Value generated by the renovation or replacement, shall be at least 50% of the existing Taxable Value of the obsolete building.
3. For Rehabilitation or Replacement Facilities applications, the maximum amount of Taxable Value generated by the renovation or replacement, shall not be more than 100% of the existing Taxable Value of the obsolete building.
4. For Replacement Facilities applications, the existing obsolete structures shall be demolished.
5. For Replacement Facilities applications, the Replacement shall be constructed on the site of the demolished obsolete building, and on contiguous vacant land not separated by a dedicated public right of way.

Yes:	Stine, Kaszubski, Pallotta, Schilling, Stevens
No:	Howrylak
Absent:	Allemon

88-20-36-476-037
TIRE WHOLESALERS CO INC
1783 E FOURTEEN MILE
TROY MI 48083-4617

T2N, R11E, SEC 36 PART OF SE 1/4 BEG AT PT DIST N 89-52-00 W 391.15 FT FROM SE SEC COR, TH N 89-52-00 W 260.45 FT, TH N 01-05-00 W 669.30 FT, TH S 89-43-00 E 401.50 FT, TH S 01-05-00 E 393.35 FT, TH N 89-52-00 W 141.15 FT, TH S 01-05-00 E 275 FT TO BEG EXC S 60 FT TAKEN FOR RD 4.91 A

City of Troy — Building Permit No: PB2001-1378

Building Department
Phone:(248) 524-3344

500 W. Big Beaver Road
Fax: (248) 689-3120

Troy, Michigan 48084
Hours: Mon-Fri 8am - 4:30pm

Location

1783 E FOURTEEN MILE
88-20-36-476-037 Lot:
Subdivision:
Zoning: M-1 Use Group: H-3
Construction Type: 2A

Owner

TIRE WHOLESALERS CO INC
PO BOX 70
ST CLAIR SHORES MI 48080

Issued:

FOR INSPECTIONS - CALL (248) 689-5744
Inspections called in by 6:00 A.M. will be scheduled the same day.

Applicant

KEMP BUILDING F& DEVELOPM
KEMP, TOM
275 W. GIRARD
MADISON HEIGHTS MI 48307
248 583 9030

Work Description: C- FOLDED- CONSTRUCT 43,288 SQ FT WAREHOUSE ADDITION TO "TIRE WHOLESALERS".

Special Stipulations: MEET ALL CODES AND INSPECTIONS.

Work will meet all codes and inspections.

Paid	Permit Item	Work Type	Fee Basis	Item Total
At Issue	Alterations	Bond Alter	1.00	$50.00
At Issue	Value $10,001 and up	Building Permit	1,400,000.00	$7,110.00
At Issue	Cert of Occupancy	C of O	7,110.00	$355.50
At Issue	Grade fee Non-Res	Grade Non Res	1.00	$70.00
At Issue	Microfilm Fee-Commercial	Microfilm Fee	13.00	$13.00
At Issue	Plan Review Fee	Plan Review	1,400,000.00	$390.00
At Issue	Non Residential Sewer Tap	Sewer Tap	26.08	$5,216.00

Industrial, Add/Alter

Total Due: 13204.50

PB2001-1378%PB%13204.50
PB2001-1378%PB%13204.50

Payment Validation

This permit is issued subject to the Building Code, Zoning Ordinance and all other Ordinances of the City of Troy, and shall become void once work is abandoned for a period of ninety (90) days.

Separate permits must also be obtained for signs and any plumbing, heating, refrigeration, electric, sewer or on lot disposal work.

This permit conveys no right to occupy any street or public right-of-way, either temporarily or permanently.

[ ] TREASURER COPY [ ] DEPARTMENT COPY [ ] CONTRACTOR COPY

DONALD ALLEN
MACOMB INTERMEDIATE SCHOOLS
44001 GARFIELD
CLINTON TWP MI 48038-1100

CLARENCE E BRANTLEY
OAKLAND COMMUNITY COLLEGE
GEORGE A BEE ADMIN CNTR
2480 OPDYKE
BLOOMFIELD HILLS MI 48304-2266

OAKLAND COUNTY EQUALIZATION
250 ELIZABETH LAKE #100W
PONTIAC MI 48231

OAKLAND COUNTY TREASURER"S
1200 N TELEGRAPH DEPT 479
PONTIAC MI 48341-0479

WARREN CONSOLIDATE SCHOOLS
31300 ANITA
WARREN MI 48093-1697

MICHIGAN DEPT OF TREASURY
TREASURY BLDG
LANSING MI 48922

ROSS KOGEL
TIRE WHOLESALERS CO INC
1783 E 14 MILE
TROY MI 48083-4617

LEASE

RTK LAK RTK LAK

THIS LEASE is dated this ~~9th~~ 1 day of November, ~~1992~~ 1997, between **RTK ENTERPRISES, INC.,** a Michigan corporation, ("Landlord"), and **TIRE WHOLESALERS COMPANY,** a Michigan corporation ("Tenant"), on the following terms and conditions:

1. **Property to be Leased.** Landlord leases to Tenant, and Tenant rents from Landlord, the property described in Exhibit A attached (the "Property"), commonly known as 1783 E. Fourteen Mile Road, Troy, Michigan.

2. **Lease Term.** The term of this Lease (the "Term") shall commence on 11/1/97, and shall terminate on 11/1/07, unless sooner terminated as hereinafter set forth. If Tenant continues to use the Property after expiration of the Term, Tenant shall become a tenant from month to month, at the rental and upon the same terms and conditions specified in this Lease.

3. **Use of Property.** Tenant shall use the Property only for the operation of its current business or any other use which Landlord approves in writing.

4. **Rent.** Tenant hereby agrees to pay to Landlord as rent for the Property the sum of 1,944,000 Dollars, in equal monthly installments of 16,200 Dollars each. Such monthly installments shall be paid in advance on the first day of each month during the Term. Said rental shall be prorated for any period of less than one month. The rental provided for in this Lease shall be an absolutely net return to Landlord for the Term, free from any losses, expenses or charges with respect to the Property, including maintenance, repairs, insurance, taxes, assessments or other charges imposed upon or related to the Property, or with respect to any easements or rights appurtenant thereto (except as otherwise expressly provided herein).

LAW OFFICES
GIARMARCO & BILL, P.C.
201 WEST BIG BEAVER ROAD
SUITE 500
TROY, MICHIGAN 48084-4152
(313) 689-8100

5. **Taxes and Assessments.** Tenant shall pay, prior to the imposition of any penalty or interest, all real and personal property taxes, installments of special assessments and other governmental charges of any kind which become due during the Term and which are levied against the Property, the leasehold estate or any subleasehold estate (including any and all taxes imposed by the United States of America, or any state, municipality or political subdivision thereof), without proration. Landlord shall be responsible for all real property taxes and special assessments which become due prior to or after the Term without possession.

6. **Insurance and Indemnity.**

(a) Tenant shall, at its own cost and expense, procure and maintain in full force and effect fire and extended coverage insurance with an all-risk endorsement on the Property for its full insurable replacement cost (excluding foundations and excavation). If Tenant so elects, such policies of fire and extended coverage insurance may provide for a "deductible" or self insurance in an amount not to exceed a reasonable amount and an amount approved by Landlord in advance.

(b) Tenant shall, at its sole cost and expense, procure and maintain in full force and effect during the Lease term, comprehensive public liability and property damage insurance for claims of personal injury, death or property damage occurring on, about or as a result of the use of the Property with single limit liability coverage of not less than One Million Dollars ($1,000,000.00). If Tenant so elects, such insurance may provide for a "deductible" or self insurance in an amount not to exceed a reasonable amount and an amount approved by Landlord in advance.

(c) All insurance policies required hereunder, which may be so-called "blanket policies," shall: (i) name Landlord, Tenant, and any mortgagees as insureds; (ii) be

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payable as provided in Paragraph 11 below; and (iii) be purchased from companies reasonably satisfactory to Landlord.

(d) Subject to the provisions of Paragraph 11 hereof, Tenant shall indemnify and hold Landlord and any mortgagees harmless from all claims, demands, actions, losses, damages and liabilities and all fees, costs and expenses (including reasonable attorneys' fees) relating to or in any way arising from the use of the Property, from any cause whatsoever.

(e) Tenant, for itself and its respective successors and assigns (including any person, firm or corporation which may become subrogated to any of its rights), waives any and all rights and claims for recovery against Landlord, and its officers, employees, agents, and assigns, or any of them, on account of any loss or damage to any of its property insured under any valid and collectible insurance policy or policies, to the extent of any recovery collectible under such insurance policies.

7. **Construction Liens.** Tenant shall keep the Property free from any liens arising out of any work performed thereon, materials furnished thereto or obligations incurred by Tenant. Tenant shall indemnify, defend and hold Landlord harmless against all liability, loss, damage, costs and all other expenses arising out of claims of lien for work performed or materials furnished to or for the benefit of Tenant.

8. **Repairs and Maintenance.** Tenant shall keep and maintain the Property, and every part thereof, including, but not limited to, all structural, nonstructural, interior and exterior portions of the buildings and improvements located upon the Property, in good and sanitary order, condition and repair, and will deliver the same to Landlord at the expiration of the Term in as good a condition as when received, except for reasonable use and wear thereof, and unrepaired damage or destruction as controlled by the provisions of Paragraph 11 hereof.

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9. **Alterations and Additions.** Tenant may not alter or add to the Property without Landlord's prior written consent, which consent shall not be unreasonably withheld. Landlord shall have no obligation to make any alteration or addition to the Property during the Term. All right, title and interest to any alterations and additions to the Property during the Term, except for trade fixtures and removable equipment, shall be the property of Landlord and shall be deemed to be a part of the Property, and shall remain on, and be surrendered with, the Property upon the termination of this Lease, without cost or expense to Landlord.

10. **Utilities.** During the Term, Tenant shall pay for all gas, heat, light, power, water, sewer, telephone or other communication service, janitorial services, garbage disposal and all other utilities and services supplied to Tenant upon the Property. Landlord shall not be liable to Tenant for damages or otherwise for any failure or interruption of any such service furnished to the Property.

11. **Restoration.**

(a) If the Property is damaged or destroyed, in whole or in part, Tenant shall repair, restore, replace or rebuild the Property, or the part thereof so damaged, as nearly as possible to the value, condition and character of the Property immediately prior to the occurrence of such damage or destruction. Tenant shall not be entitled to an abatement of rent during the construction period.

(b) All insurance proceeds payable as a result of any damage to or destruction of the Property shall be paid to Landlord or any mortgagee designated by Landlord and be disbursed as reconstruction work progresses. If the insurance proceeds are insufficient to pay for all restoration work, then Tenant shall pay any additional amounts necessary to restore the Property, prior to disbursement of the insurance proceeds. Upon completion of the restoration,

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and payment for all restoration work, all remaining insurance proceeds shall be retained by Landlord or any mortgagee designated by Landlord.

(c) Notwithstanding the foregoing provisions of this Paragraph 11, if the damage to or destruction of the Property cannot be repaired within one hundred twenty (120) days of the damage, either Landlord or Tenant may terminate this Lease by giving ten (10) days' prior written notice to the other party within thirty (30) days after the damage or destruction occurs. If the Lease is terminated pursuant to this paragraph, all insurance proceeds payable as a result of the damage or destruction shall be retained by Landlord or any mortgagee designated by Landlord.

12. **Condemnation.** If all or any substantial part of the Property is taken or condemned by a governmental authority, or shall be conveyed by Landlord to a governmental authority under a threat of such taking or condemnation, the rights and obligations of Landlord and Tenant with respect to such taking or condemnation shall be as provided in this paragraph. If twenty-five percent (25%) or more of the gross floor area of the buildings located upon the Property is so taken, condemned or conveyed, or if the Property is rendered unsuitable for the use described in Paragraph 3 above, this Lease shall terminate as of the date of such taking, condemnation or conveyance, and rent shall be prorated as of such date. If less than twenty-five (25%) of the gross floor area of the buildings located upon the Property is taken, condemned or conveyed, and the Property remains suitable for the use described in Paragraph 3 above, this Lease shall remain in effect; provided, however, that the rent payable by Tenant shall be reduced for the remainder of the Term in the same proportion which the number of square feet of gross floor area within the buildings located upon the Property following such taking, condemnation or conveyance bears to the number of square feet of gross floor area within the building located upon the Property

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prior to such taking, condemnation or conveyance. To the extent that the award made for the taking is available to Landlord, Landlord shall, at its own cost and expense, make all necessary repairs or alterations to the Property so as to constitute the portion of the Property not taken as a complete unit, and Tenant shall have no obligation to make any such repairs or alterations. Landlord shall be entitled to the entire award made for any taking, condemnation or conveyance, except that Tenant shall not be precluded from pursuing any claim directly against the condemning authority for its loss.

13. **Assignment and Subletting.** Tenant may not assign this Lease or sublet all or any part of the Property at any time during the Term of this Agreement without the prior written consent of Landlord, which may be withheld for any reason. The sale, issuance, or transfer of any voting capital stock of Tenant which results in a change in the voting control of tenant shall be deemed to be an assignment of this Lease which requires the Landlords' prior written consent under this Paragraph 13. Sale or purchase of capital stock to or from employees or issuance of stock dividends or splits shall not require approval of the Landlord.

14. **Default.** If default is made by Tenant in the payment of rent or in the performance of any of the conditions or covenants in this Lease, and if such default shall continue for a period of ten (10) days after written notice is given to Tenant by Landlord specifying the default, then Landlord shall have the right to reenter the Property and remove Tenant and all persons therefrom and shall have the right to terminate this Lease. If default is made by Tenant and Landlord exercises its option to terminate this Lease, in addition to all other remedies now or hereafter provided to Landlord, Landlord may proceed to re-rent the Property and collect from Tenant any deficiency between the rent payable hereunder and the rent received from any replacement tenant.

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15. **Quiet Employment.** Landlord covenants that, upon Tenant's paying the rent and performing all of the terms, covenants and conditions Tenant is to perform hereunder, Tenant shall peaceably and quietly enjoy the Property hereby demised, free of claims of paramount title or of any person claiming under or through Landlord, and free and clear of all exceptions, reservations or encumbrances other than those set forth herein, and those Tenant subsequently approves in writing.

16. **Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of the parties hereto and their personal representatives, heirs, successors and assigns.

17. **Headings.** The headings contained herein are for the convenience of the parties and are not to be used in construing this Lease.

18. **Remedies Cumulative; Waiver.** All rights and remedies of Landlord hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver, discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in a writing signed by the party so waiving and supported by consideration. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior or subsequent thereto.

19. **Choice of Law; Invalidation of Terms.** This Lease shall be governed by and construed in accordance with the laws of the State of Michigan that are applicable to leases made and to be performed in that state. The invalidation of one or more Lease terms shall not affect the validity of the remaining terms.

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20. **Notices.** All notices herein required shall be given in writing upon the parties at the addresses last known to the other party. Any notice shall be deemed to have been given when personally delivered or when sent by ordinary mail, and postage prepaid. The addresses specified for notices herein may from time to time be changed by the written notice of one party to the other.

21. **Amendment.** This Lease represents the entire agreement between the parties. It may not be amended, altered or modified except by a writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

The parties have executed this Lease to be effective on the day and year first above written.

LANDLORD:

RTK ENTERPRISES, INC.

BY: Lynne A. Kogel President
LYNNE A. KOGEL, President

TENANT:

TIRE WHOLESALERS COMPANY

BY: Ross T. Kogel, Pres
ROSS T. KOGEL, President

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SUITE 500
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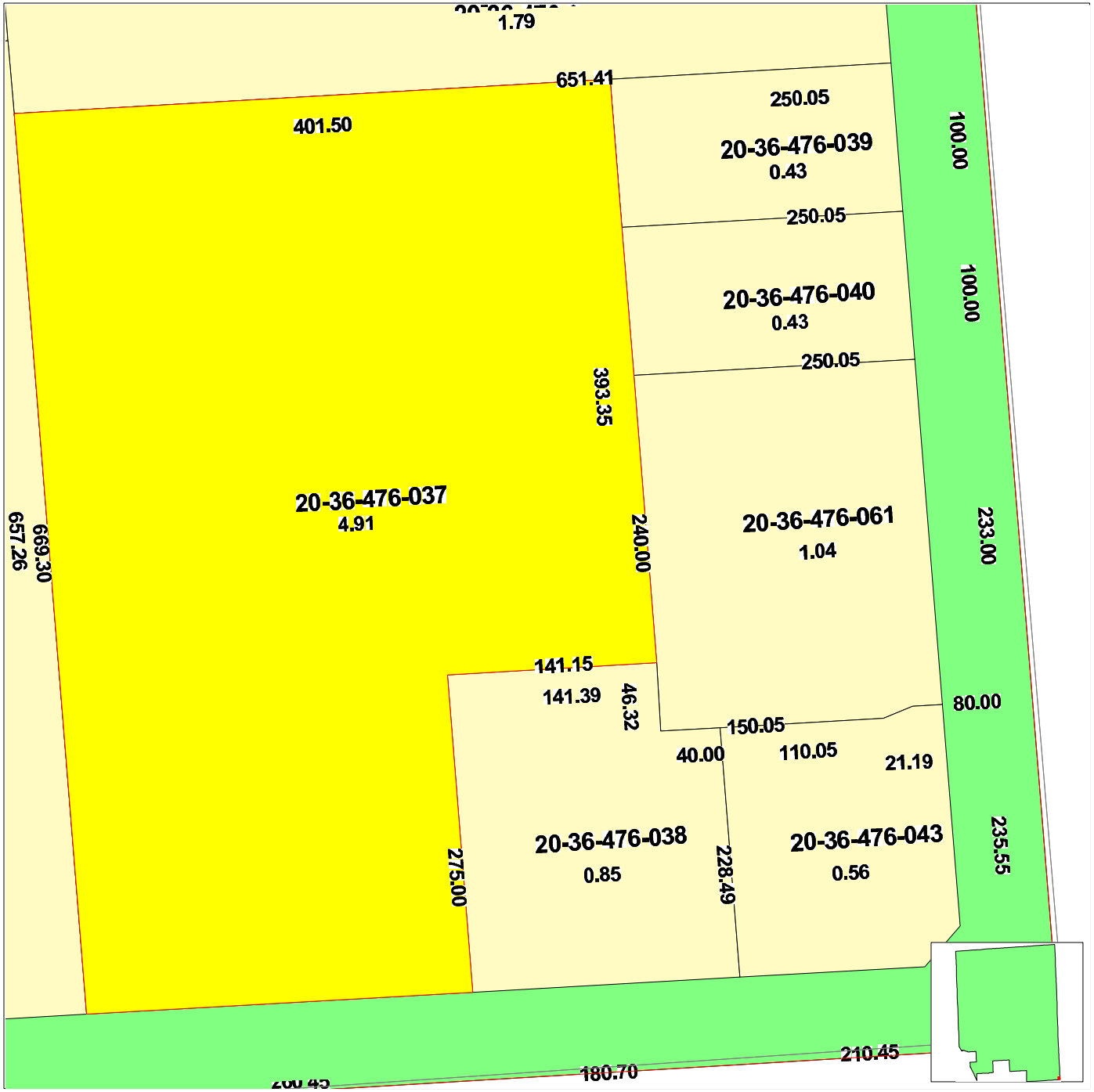


City of Troy

CVTSight SnapShot

Enter Map Title

Enter Map Description

Selected Parcel Info

Parcel Info:
Parcel Prefix: E
Parcel Street: FOURTEEN MILE
Parcel Address: 1783 E FOURTEEN MILE
Parcel City: TROY
Parcel State: MI
Parcel Zip Code: 48083-4617
PIN: 2036476037
OWNER1: TIRE WHOLESALERS CO INC

Map Legend:

	BOUNDARY LINE
	MAJOR ROADS
	ROADS
	I-75
LABEL	SIDWELL NUMBER
LABEL	LOT DIMENSIONS
LABEL	LOT ID
LABEL	ROAD NAMES
	LAKES
	PARCEL
	BOUNDARY
	Selected Parcels (1)

N

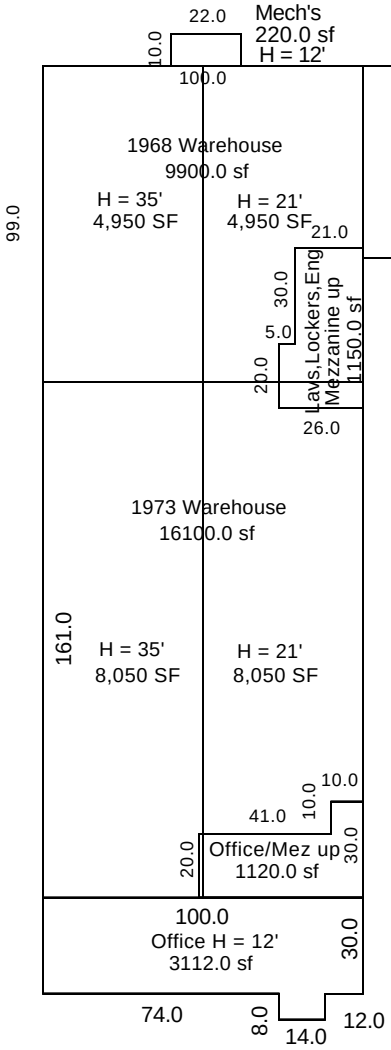
Map Scale:

Map Date: February 8, 2002

Data Date: May 2001

PlanSight GIS UNLEASHED

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



88-20-36-476-037

1783 E 14 Mile

(Tire Wholesalers Co., Inc)

CS Class Storage Warehouse
35,332 SF Tot, 1,016 LF, H = 25' Avg
Blt 1968, Add'n 1970, 1973, 1992
1971 Eff Age
5,382 SF Office/Air (15%)
2,170 SF Mez
1,625 SF Truckwell
30,050 SF Exposed Sprinklers
50,534 SF Asphalt

Height Calc

3,332 SF = 09% * 12' = 01.08'
19,000 SF = 54% * 21' = 11.34'
13,000 SF = 37% * 35' = 12.95'

35,332 SF = 100% = 25.37' = 25'Eff Hght

Age Calc

10,120 SF = 29% * 1968 = 0570.72
06,000 SF = 17% * 1970 = 0334.90
19,212 SF = 54% * 1973 = 1065.42

35,332 SF = 100% = 1971.04 = 1971 Eff Age

N

E Fourteen Mile

88-20-36-476-037 2002 Est. T.C.V. TIRE WHOLESALERS CO INC
Property Class: II Printed 02/08/2002 1783 E FOURTEEN MILE
Map #: 88-20-36-476-037 CITY OF TROY TROY, MI 48083-4617

2001 NEGATIVE ADJUSTMENT, F/O NL 10/17/00

Land Value Estimates for Land Table .

Description	Frontage	Depth	*Factors for* Frontage	Depth	Rate	%Adj.	Reason	Value
			213880.00	Acres	0	100		
Flat Value:								748,580
			213880.00	Total Acres		Total Est. Land Value =		748,580

< Land Improvement Cost Estimates >

Description	Rate	CountyMult.	Size	%Good	Cash Value
D/W/P: Asphalt Paving	1.53	1.17	50534	61	55,181
Total Estimated Land Improvements True Cash Value =					55,181

Cost Estimates for Commercial/Industrial Building/Section: 1

Costs are taken from the Warehouse, Storage cost schedules.
<<<<< Calculator Cost Computations >>>>>
Class: C Quality: Average Percent Adj: +0

Base Rate for Upper Floors = 25.90

(10) Heating system: Package Heating & Cooling Cost/SqFt: 4.55 15%
Adjusted Square Foot Cost for Upper Floors = 26.58

1 Stories Number of Stories Multiplier: 1.000
Average Height per Story: 25 Height per Story Multiplier: 1.255
Ave. Floor Area: 35,332 Perimeter: 1016 Perim. Multiplier: 0.947
Refined Square Foot Cost for Upper Floors: 31.59

County Multiplier: 1.17, Final Square Foot Cost for Upper Floors = 36.96

Total Floor Area: 35,332 Base Cost New of Upper Floors = 1,306,026

30,050 Sq.Ft. of Sprinklers @ 1.79, County Mult.:1.17 Cost New = 62,986

Reproduction/Replacement Cost = 1,369,012
Effective Age: 31 Physical/Functional/Economic/Overall %Good: 58 /50 /100/ 29
Total Depreciated Cost = 397,014

Local Cost Items	Rate	Quantity/Area	%Good	Depr.Cost
MEZZANINE-STORAGE	13.55	2170	29	8,527
TRUCKWEL	9.50	1625	29	4,477

ECF (STORAGE WHSE) 1.660 => TCV of Bldg: 1 = 680,629
Replacement Cost/Floor Area= 39.12 Est. TCV/Floor Area= 19.26

Total Estimated True Cash Value of Commercial/Industrial Buildings = 680,629

2002 Est. T.C.V. 88-20-36-476-037 = 1,484,390
Est. TCV/Total Floor Area = 42.01

2001 Assessed	MBOR	S.E.V.	Base for Cap	C.P.I.
725,000	725,000	725,000	614,850	3.20

2002 New	Eq. Adjustment	Loss	Additions	Tax Adjustment	Losses
	17,200			19,670	

2002 Assessed	MBOR	S.E.V.	Capped	->Taxable<-	Homestead
742,200	742,200	742,200	634,520	634,520	

February 7, 2002

TO: The Honorable Mayor and City Council

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

SUBJECT: Act 51 Mileage Certification for 2001

In accordance with the guidelines for adding streets to the annual road mileage certification for cities and villages, the following platted and non-platted streets require a resolution accepting jurisdiction of the street from our governing body.

The following local streets within their respective platted subdivisions require a resolution:

Ashbury	Woodglen Park
Fadi	Stone Haven Woods East
Marcus	Morel East No.2
Parasol	Morel East No.2
Portobello	Morel East No.2
Provincial	Stone Haven Woods East
Rhode Island	Big Beaver Poultry Farms
Rothwell	Stone Haven Woods East
Salma.	Stone Haven Woods East
Wardlow	Woodglen Park

Non-platted streets require a centerline description for mileage certification. Engineering is currently working on these descriptions and they will be submitted to the state along with our resolution. The following non-platted streets require a resolution accepting jurisdiction:

Cedar Knoll	Cedar Ridge Estates
Edgewater	Sandalwood South Condominiums
Rabeen Ct.	
Sandalwood	Sandalwood South Condominiums
Windmill	Orchard Estates Condominiums

The City of Troy's allocation of Michigan Transportation Funds is based on the number of miles of road under City jurisdiction. All of the above-listed roads are under control of the City, open for public purposes, and are being maintained by the City. It is important that the foregoing roads be added to the Act 51 mileage report so that transportation funds can be properly allocated to the City of Troy.

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

G:\Funding Issues\ACT 51\To CC Re 01 Act 51.doc

February 12, 2002

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
Charles Craft, Chief of Police
Gary Mayer, Police Captain
George Zielinski, Police Sergeant

SUBJECT: Application for new SDD license by **7-Eleven Corporation**

7-Eleven Corporation has requested a new Specially Designated Distributor (beer, wine & spirits) license, to be held in conjunction with their existing Specially Designated Merchant (beer & wine only) license, at their store at 2891 Crooks Road.

The Liquor Advisory Board recommended approval of this application at its February 11th meeting. Present at that meeting to answer questions from the Board was Mr. Harvey Blitz, Area Franchise Director for 7-Eleven, and Nisar Siddiqui, Co-Licensee of the store location.

The police department's background investigation of 7-Eleven, in particular that store location, revealed two liquor violations since October 1999, under previous ownership. The police department has no objection to this application.

MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
LIQUOR CONTROL COMMISSION
7150 Harris Drive
P.O. Box 30005
Lansing, Michigan 48909-7505

REC'D ▶ 11/5/01 Date

POLICE INVESTIGATION REQUEST
[Authorized by MCL 436.1201(4)]

Troy Police Department
Chief of Police
500 W. Big Beaver Road
Troy, Michigan 48084-5285

October 30, 2001

Request I.D.#137558

Chief of Law Enforcement Office

Applicant: **7-ELEVEN, INC. (A Texas Corporation) requesting a New Specially Designated Distributor License, to be located at 2891 Crooks, Troy Michigan, 48084, Oakland County, to be held in conjunction with existing 2001 Specially Designated Merchant License.**

CONTACT:

Harvey Blitz
19500 Victor Parkway, Suite 550
Livonia, Michigan 48152

Business Phone: (734)462-6711

Please make an investigation of the application. If you do not **believe** that the applicants are qualified for licensing, give your reasons in detail. Complete the Police Inspection Report on Liquor License Request, LC-1800, or for Detroit police, the Detroit Police Investigation of License Request, LC-1802. If there is not enough room on the front of the form, you may use the back.

Forward your report and recommendations of the applicant to the Licensing Division.

[X] NO FINGERPRINTS NECESSARY

[ ] **Please include fingerprint cards and $15.00 for each card, and mail to the Michigan Liquor Control Commission.**

If you have any questions, contact the Licensing Division at (517) 322-1400.

jd

Michigan Department of Consumer & Industry Services
LIQUOR CONTROL COMMISSION
7150 Harris Drive
P.O. Box 30005
Lansing, Michigan 48909-7505

POLICE INSPECTION REPORT ON LIQUOR LICENSE REQUEST

(Authorized by MCL 436.7a)

Important: **Please conduct your investigation as soon as possible and complete all four sections of this report. Return the completed report and fingerprint cards to the Commission.** REQUEST I.D.#137558

BUSINESS NAME AND ADDRESS: (include zip code) 7-ELEVEN, INC. (A Texas Corporation)
2891 Crooks, Troy Michigan, 48084, Oakland County

REQUEST FOR: A New Specially Designated Distributor License, to be held in conjunction with existing 2001 Specially Designated Merchant License

Section 1. NO FINGERPRINTS NECESSARY APPLICANT INFORMATION

APPLICANT #1:	APPLICANT #2:
HOME ADDRESS AND AREA CODE/PHONE NUMBER:	HOME ADDRESS AND AREA CODE/PHONE NUMBER:
DATE OF BIRTH: If the applicant is not a U.S. Citizen: o Does the applicant have permanent Resident Alien status? ☐ Yes ☐ No o Does the applicant have a Visa? Enter status: Date fingerprinted:	DATE OF BIRTH: If the applicant is not a U.S. Citizen: o Does the applicant have permanent Resident Alien status? ☐ Yes ☐ No o Does the applicant have a Visa? Enter status: Date fingerprinted:

Attach the fingerprint card and $15.00 for each card and mail to the Liquor Control Commission.

ARREST RECORD: ☐ Felony ☐ Misdemeanor Enter record of all arrests & convictions (attach a signed and dated report if more space is needed)	ARREST RECORD: ☐ Felony ☐ Misdemeanor Enter record of all arrests & convictions (attach a signed and dated report if more space is needed)

Section 2. Investigation of Business and Address to be Licensed

Can living quarters be reached from the inside of the establishment without going outside? ☐ Yes ☐ No

Does applicant intend to have dancing or entertainment?
☐ No ☐ Yes, complete LC-693N, Police Investigation Report: Dance/Entertainment Permit

Are gas pumps on the premises or directly adjacent? ☐ No ☐ Yes, explain relationship:

Section 3. Local and State Codes and Ordinances, and General Recommendations

Will the applicant's proposed location meet all appropriate state and local building, plumbing, zoning, fire, sanitation and health laws and ordinances, if this license is granted? ☐ Yes ☐ No

If you are recommending approval subject to certain conditions, list the conditions: (Attach a signed and dated report if more space is needed)

Section 4. Recommendation

From your investigation:

1. Is this applicant qualified to conduct this business if licensed? ☐ Yes ☐ No
2. Is the proposed location satisfactory for this business? ☐ Yes ☐ No
3. Should this request be granted by the Commission? ☐ Yes ☐ No
4. If any of the above 3 questions were answered no, state your reasons: (Attach a signed and dated report if more space is needed)

Signature (Sheriff or Chief of Police) Date

(Mail white copy to the Commission, Keep yellow copy for your file)

AGREEMENT REGARDING LIQUOR LICENSE REQUEST

This Agreement, made this ____ day of _____, 200___, by and between the CITY OF TROY, MICHIGAN, a municipal corporation, with offices located at 500 W. Big Beaver Road, Troy, Michigan, 48084, hereinafter known as THE CITY, and 7-Eleven, Inc., the Applicant, hereinafter known as APPLICANT.

1. The City Council of the City of Troy, for and in consideration of the following covenants and conditions, agrees to recommend to the Michigan Liquor Control Commission Approval of a new Specially Designated Distributor (SDD) license, to be held in conjunction with 2000 Specially Designated Merchant (SDM) licensed business located at 2891 Crooks, Troy, MI 48084.
2. In consideration of the City of Troy's recommendation for approval of the addition, the applicant hereby agrees that:
   a) It has read and is aware of the provisions of City of Troy Ordinances, Chapter Nos. 67, 68, and Chapter 98, and agrees that it shall be deemed to have knowledge of any subsequent amendments to said Chapters which may become effective during the term of this agreement.
   b) It has read and is in receipt of copies of the provisions of the City of Troy, City Council Resolution No. 93-1028, and agrees that it shall be deemed to have knowledge of any subsequent amendments to the Resolution which may become effective during the term of this agreement.
   c) It agrees to observe and comply with all laws, statutes, ordinances, rules, regulations or resolutions of the United States government, State of Michigan, and the City of Troy, or any department or agency of the governmental entities, as well as the rules and regulations of the Michigan Liquor Control Commission as they pertain to the operation of a liquor licensed business in the City of Troy.
3. Applicant agrees that the recommendation for Approval agreed upon by the City Council is not a property right and is approved upon the express and continuing condition that no violation as set forth in paragraph 2 of this agreement shall occur.
4. Applicant agrees that the recommendation for Approval agreed upon by the City Council is approved upon the express and continuing condition that the physical characteristics (including but not limited to the inside layout, building design and engineering, seating capacity, parking space allocations, fire exits, and other physical attributes); and also the nature and type of business intended to be conducted remain virtually the same.
5. Applicant agrees that upon such violation, after full investigation and an opportunity for said applicant to be heard, upon a finding by the City Council that a violation as set forth in paragraph 2 of this agreement has occurred, the City Council shall have just cause for revocation of said recommendation for approval.

_____
Authorized Representative

7-ELEVEN, INC.

Witnesses:

_____

_____

Subscribed and sworn to before me
this _____ day of _____ , 200___

_____

Notary Public, _____
County, _____
My commission expires:

CITY OF TROY

By:_____
Matt Pryor, Mayor

By:_____
Tonni Bartholomew, City Clerk

Witnesses:

_____

_____

Subscribed and sworn to before me
this _____ day of _____, 200___

_____

Notary Public, Oakland
County, Michigan
My commission expires:

LCC
Liquor Licensee History

Business name: **7-Eleven**

Address: 2891 Crooks (248) 643-7281

Phone: (248) 528-0711

Licensee: D & G Blatchley, Inc. & The Southland Corporation

License type: **SDM** (12897-2000)

Permits: none

Comments:

Date	Troy Incident #	Type	Disposition	Date
1/71		Licensed		
9/22/73	**73-14700**	**Sale to minor**	**Fined $300**	**2/28/74**
2/14/76	**76-3144**	**Sale after hours**	**Fined $300**	**8/17/76**
9/18/78	**78-21412**	**Sale to minor**	**Dismissed**	**5/9/79**
1/5/80	**80-350**	**Sale to minor**		
2/1/80	**80-2362**	**Sale to minor**		
3/4/80	**80-4737**	**Sale to minor**	**Fined $600 Three charges**	**6/4/81**
2/19/87	**87-5262**	**Sale to minor (compliance test)**	**Fined $300**	**8/3/87**
5/23/91	**91-14228**	**Sale to minor (compliance test)**	**Fined $400**	**6/3/92**
2/19/92		Application for SDD	Denied by City and LCC	11/8/92
11/4/92	**92-33973**	**Sale to minor (compliance test)**	**Fined $600**	**11/05/93**
06/12/93	**93-17092**	**Sale to minor (compliance test)**	**Dismissed Enforcement Aide didn't appear**	**11/04/93**
01/01/99	99-00053	Liquor Inspection (Road Patrol)	NO VIOLATIONS	
02/24/99	99-07394	Liquor Inspection (Road Patrol)	NO VIOLATIONS	
05/13/99	99-17667	Liquor Inspection (Road Patrol)	NO VIOLATIONS	

06/22/99	99-23579	Compliance Test	PASSED	
06/23/99	99-23652	Compliance Test	PASSED	
07/29/99	99-28830	Liquor Inspection (Road Patrol)	NO VIOLATIONS	
09/11/99	99-34865	Liquor Inspection (Road Patrol)	NO VIOLATIONS	
10/27/99	**99-41266**	**Sale to Minor (Compliance Test)**	**$600**	**05/03/00**
11/24/99	99-45013	Liquor Inspection (Road Patrol)	NO VIOLATIONS	
07/25/00		Compliance test	PASSED	
10/24/00	**00-39374**	**Sale to Minor (Compliance Test)**	**$800 fine**	**04/20/01**
11/15/00	00-42359	Compliance Test	PASSED	
02/28/01		**Council Show Cause**-resolution to require TIPS/TAM training for all employees who sell with proof to PD within 60 days		
05/21/01		Reminder letter sent for proof of TIPS		
08/14/01	01-29127	Compliance Test	PASSED	
09/25/01	01-34483	Compliance Test	PASSED	
11/06/01	01-39641	Liquor Inspection (Road Patrol)	NO VIOLATIONS	
11/19/01		Council approves adding Co-Licensee Nisar Siddiqui and dropping D&G Blatchley, Inc.		
01/05/02	02-00484	Liquor Inspection (Road Patrol)	NO VIOLATIONS	

The meeting was called to order at 7:28 p.m. by John Walker in Conference Room C.

PRESENT:		ABSENT:
	W. Stan Godlewski	Dave Balagna
	James Moseley	Max Ehlert
	James Peard	Jennifer Gilbert
	Thomas Sawyer	
	John Walker	
	Sergeant George Zielinski	
	Lori Bluhm, City Attorney	
	Lynn McDaniel, Clerk-Typist	

Moved by Sawyer, seconded by Godlewski, to EXCUSE the absent member(s).
APPROVED unanimously

Moved by Moseley, seconded by Sawyer, to APPROVE the minutes of the January 14, 2002 meeting as printed.
APPROVED unanimously

AGENDA ITEMS:

1. **7-ELEVEN, INC. (A TEXAS CORPORATION)** requests a new Specially Designated Distributor (SDD) license, to be located at 2891 Crooks, Troy, Michigan, 48084, Oakland County, to be held in conjunction with existing 2001 Specially Designated Merchant license. [MLCC REF#137558]

Present to answer questions from the committee was Mr. Nisar Siddiqui, Franchise Owner and Mr. Harvey Blitz, Franchise Director and Assistant Secretary for 7-Eleven, Inc.

Mr. Blitz and Mr. Siddiqui presented to the committee a package that contained a building blueprint and proposed floor plan of the location of the liquor counter. Also included were digital pictures taken of the liquor sales counter at the 7-11 located at Maple Road & Crooks that will be incorporated at their location. The committee viewed a “Come of Age” training video that 7-11 shows every new employee in their training classes. Three issues are discussed in the video: The Laws, Recognizing Behaviors, and Refusing a Sale. Mr. Blitz stated that 7-11 believes in being good corporate citizens and upholding the liquor laws in the City of Troy.

The committee thanked Mr. Blitz and Mr. Siddiqui for their outstanding documentation and presentation to the committee.

Moved by Moseley, seconded by Sawyer, to APPROVE the above request.
APPROVED unanimously

2. **FULL SERVICE DINING, INC. (AN INDIANA CORPORATION),** Midtown Square Shopping Center, Troy, Michigan, 48084, Oakland County, requests to transfer ownership of a 1997 Class C licensed business (in escrow) with Dance Permit and

Official Permit (Food), from **2875 MAPLE**, LLC; and **requests a new SDM**, and transfer location from 2875 W. Maple, Troy, Michigan, 48084, Oakland County (Step II), [MLCC Ref#140164]

Old license from Grub Street Hermit –Bob Rosett. New Licensee-Papa Vino's.

Present to answer questions from the committee were Mr. John Carlin, attorney for Full Service Dining, Inc., Mr. Ovig Rajan, General Manager, Mr. Gary Birch, General Manager and Mr. Mike Longley, Development Manager for Papa Vino's.

Mr. Carlin stated that the Management staff hired for this location will have a Drug Alcohol Policy and will be taking the TIPS training before the restaurant opens. All employees will take the TIPS training before they will serve alcohol to patrons. The company has had only 3 violations at all their locations. There will be a seasoned general manager hired to manage this new location, brought in from another Papa Vino's. Mr. Rajan has 23 years experience in the restaurant business. He stated the general manager will be a hands-on manager from the time the restaurant opens. Mr. Birch stated that the restaurant will be open from 11AM-10PM weekdays and 11AM-11PM weekends. He stated that Papa Vino's is a competitive family Italian restaurant and stressed that there will be no TV's located in the bar to encourage patrons to stay and drink. The restaurant will comply with the Troy Liquor Advisory rules. Only 15% of sales is from liquor with 9% of those in wine sales. They do not plan on any outdoor dining.

Moved by Moseley, seconded by Peard, to APPROVE the above request.
APPROVED unanimously

Ms. Lori Bluhm, City Attorney, reviewed and discussed the Liquor License Transfer Policy with members. She will continue to review the verbiage and get back with committee members. The committee asked Ms. Bluhm if they should schedule a study session with City Council. Ms. Bluhm agreed that it would be an excellent way to help the council know the direction of the Liquor Advisory Committee.

Mr. John Walker has resigned from the Liquor Advisory Committee. Mr James Moseley and fellow committee members graciously expressed appreciation and heartfelt thanks to Mr. Walker for his many years of volunteer service to the City of Troy Liquor Advisory Committee.

Moved by Peard, seconded by Godlewski, to ADJOURN the meeting at 8:35 p.m.
APPROVED unanimously

LM/lm

Request from 7-ELEVEN, INC.: (a) for new Specially Designated Distributor (SDD) license, to be held in conjunction with existing 2001 Specially Designated Merchant (SDM) licensed business located at 2891 Crooks, Troy, MI 48084, Oakland County [MLCC REF# 137558]; (b) Approval of Agreement __

A copy of the Liquor Advisory Committee Minutes are located under Agenda Item __

(a) License Transfer

Suggested Resolution
Resolution #2001-
Moved by
Seconded by

RESOLVED, that the request from 7-ELEVEN, INC., for new Specially Designated Distributor (SDD) license, to be held in conjunction with existing 2001 Specially Designated Merchant (SDM) licensed business located at 2891 Crooks, Troy, MI 48084, Oakland County [MLCC REF# 137558]; be considered for approval.

It is the consensus of this legislative body that the application be recommended for issuance.

Yes:
No:

(b) Agreement

Suggested Resolution
Resolution #2001-
Moved by
Seconded by

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Troy hereby approves an agreement with 7-Eleven Inc., which shall become effective upon approval of the new Specially Designated Distributor (SDD) license, located at 2891 Crooks, Troy; and the Mayor and City Clerk are authorized to execute the document, a copy of which shall be attached to the original minutes of this meeting.

Yes:
No:

(3) "Professional account" means an account established for a person by a class C licensee or tavern licensee whose major business is the sale of food, by which the licensee extends credit to the person for not more than 30 days.
(4) "Residence" means the premises in which a person resides permanently.
(5) "Retailer" means a person licensed by the commission who sells to the consumer in accordance with rules promulgated by the commission.
(6) "Sacramental wine" means wine containing not more than 24% of alcohol by volume which is used for sacramental purposes.
(7) "Sale" includes the exchange, barter, traffic, furnishing, or giving away of alcoholic liquor. In the case of a sale in which a shipment or delivery of alcoholic liquor is made by a common or other carrier, the sale of the alcoholic liquor is considered to be made in the county within which the delivery of the alcoholic liquor is made by that carrier to the consignee or his or her agent or employee, and venue for the prosecution for that sale may be in the county or city where the seller resides or from which the shipment is made or at the place of delivery.
(8) "School" includes buildings used for school purposes to provide instruction to children in grades kindergarten through 12, when that instruction is provided by a public, private, denominational, or parochial school, except those buildings used primarily for adult education or college extension courses. School does not include a proprietary trade or occupational school.
(9) "Small wine maker" means a wine maker manufacturing or bottling not more than 50,000 gallons of wine in 1 calendar year.
(10) "Special license" means a contract between the commission and the special licensee granting authority to that licensee to sell beer, wine, mixed spirit drink, or spirits. The license shall be granted only to such persons and such organization and for such period of time as the commission shall determine so long as the person or organization is able to demonstrate an existence separate from an affiliated umbrella organization. If such an existence is demonstrated, the commission shall not deny a special license solely by the applicant's affiliation with an organization that is also eligible for a special license.
(11) "Specially designated distributor" means a person engaged in an established business licensed by the commission to distribute spirits and mixed spirit drink in the original package for the commission for consumption off the premises.
(12) "Specially designated merchant" means a person to whom the commission grants a license to sell beer or wine, or both, at retail for consumption off the licensed premises.
(13) "Spirits" means a beverage that contains alcohol obtained by distillation, mixed with potable water or other substances, or both, in solution, and includes wine containing an alcoholic content of more than 21% by volume, except sacramental wine and mixed spirit drink.
(14) "State liquor store" means a store established by the commission under this act for the sale of spirits in the original package for consumption off the premises.
(15) "Supplier of spirits" means a vendor of spirits, a manufacturer of spirits, or a primary source of supply.
History: 1998, Act 58, Imd. Eff. Apr. 14, 1998.

436.1113 Definitions; T to W.
Sec. 113. (1) "Tavern" means any place licensed to sell at retail beer and wine for consumption on the premises only.
(2) "Vehicle" means any means of transportation by land, by water, or by air.
(3) "Vendor" means a person licensed by the commission to sell alcoholic liquor.
(4) "Vendor of spirits" means a person selling spirits to the commission.

February 12, 2002

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
Charles Craft, Chief of Police
Gary Mayer, Police Captain
George Zielinski, Police Sergeant

SUBJECT: Application for (2 Step) Class C license transfers by **2875 Maple, LLC** and **Full Service Dining, Inc. (Papa Vino's)**

Step I
2875 Maple, LLC requests transfer ownership of 1997 Class C licensed business with Dance Permit and Official Permit (Food) located in **escrow**, from **Lauri Management, Inc. (Grub Street Hermit);** and then:

Step II
Full Service Dining, Inc. (Papa Vino's) requests to transfer ownership of 1997 Class C licensed business with Dance Permit and Official Permit (Food) from **2875 Maple, LLC**, and transfer location to Midtown Square Village Shopping Center, Troy, MI 48084, Oakland County; and requests a **new** Specially Designated Merchant (SDM) license.

The Liquor Advisory Board recommended approval of this application at its February 11th meeting. Present at that meeting to answer questions from the Board was Mr. John Carlin, Secretary/Attorney, Ovig Rajan and Gary Burch, Regional General Managers, and Mike Longley, Development Manager for Full Service Dining, Inc. All confirm transfer of escrowed Class C license for new construction free standing restaurant to be located at the corner of Coolidge and Maple Rd. in the Midtown Square Shopping Center.

The police department's background investigation of 2875 Maple, LLC, and Full Service Dining, Inc. and their Officers revealed no history of liquor violations or criminal activity. Consequently, we have no objection to these transfers.

STATE OF MICHIGAN
DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
LIQUOR CONTROL COMMISSION
7150 Harris Drive
P.O. Box 30005
Lansing, MI 48909-7505

LOCAL APPROVAL NOTICE

(Authorized by MCL 436.1501(2) and MAC 1105(2)(d))

Req ID: 140164

Date: December 6, 2001

To: Troy City Council
500 West Big Beaver Road
Troy, MI 48084-5285

Applicant: FULL SERVICE DINING, INC. (AN INDIANA CORPORATION)

HOME ADDRESS AND PHONE NO:
SOUTHWEST DINING, INC. (AN INDIANA CORPORATION), 4220 Edison Lakes Parkway, Mishawaka, IN 46545
(219)271-4600

Local Legislative approval is required for new and transferring On-Premises licenses by MCL 436. 1501 of the Michigan Liquor Control Code of 1998. Local approval is also required for DANCE, ENTERTAINMENT, DANCE-ENTERTAINMENT OR TOPLESS ACTIVITY permits by authority of MCL 436.1916.

For your convenience a resolution form is enclosed that includes a description of the licensing transaction requiring approval. The clerk should complete the resolution certifying that your decision of approval or disapproval of the application was made at an official meeting. **Please return the completed resolution to the Liquor Control Commission as soon as possible.**

If you have any questions, please contact the On-Premise Section of the Licensing Division as (517) -322-1400.

PLEASE COMPLETE ENCLOSED RESOLUTION AND RETURN TO THE LIQUOR CONTROL COMMISSION AT ABOVE ADDRESS

sfs

LC-1305 REV 9/17
4880-1234

Michigan Department of Consumer & Industry Services
LIQUOR CONTROL COMMISSION
7150 Harris Drive
P.O. Box 30005
Lansing, Michigan 48909-7505

POLICE INVESTIGATION REQUEST
[Authorized by MCL 436.1201(4)]

To: Troy Police Department
Chief of Police
500 West Big Beaver Road
Troy, MI 48084-5285

Date: December 6, 2001
REF#: 140164

Chief Law Enforcement Officer

Applicant:

FULL SERVICE DINING, INC. (AN INDIANA CORPORATION) requests to transfer ownership of 1997 Class C licensed business with Dance Permit and Official Permit (Food), located in escrow at 2865 W. Maple, Troy, MI 48084, Oakland County, from 2875 MAPLE L.L.C.; and transfer location to Midtown Square Village Shopping Center, Troy, MI 48084, Oakland County (Step II).

Please make an investigation of the application. If you do not believe that the applicants are qualified for licensing, give your reasons in detail. Complete the Police Inspection Report on Liquor License Request, LC-1800, or for Detroit police, the Detroit Police Investigation of License Request, LC-1802. If there is not enough room on the front of the form, you may use the back.

Forward your report and recommendations of the applicant to the Licensing Division.

If you have any questions, contact the Licensing Division at (517) 322-1400, after 10:00 a.m.

LC-1972 Rev. 9/17
4880-1658

sfs

Req ID #140164

'igan Department of Consumer & Industry Services
LIQUOR CONTROL COMMISSION
7150 Harris Drive
P.O. Box 30005
Lansing, Michigan 48909-7505

POLICE INSPECTION REPORT ON LIQUOR LICENSE REQUEST

(Authorized by MCL 436.7a)

Important: **Please conduct your investigation as soon as possible and complete all four sections of this report. Return the completed report and fingerprint cards to the Commission.**

BUSINESS NAME AND ADDRESS: (include zip code) FULL SERVICE DINING, INC. (AN INDIANA CORPORATION), Midtown Square Village Shopping Center, Troy, MI 48084, Oakland County

REQUEST FOR: ~~Transfer ownership of 1997 Class C licensed business (in escrow) with Dance Permit and Official Permit~~ (Food), from 2875 MAPLE L.L.C.; and transfer location from 2865 W. Maple, Troy, MI 48084, Oakland County (Step II).

Section 1. NOT APPLICABLE — APPLICANT INFORMATION

APPLICANT #1:	APPLICANT #2:
SOUTHWEST DINING, INC. (AN INDIANA CORPORATION) - Stockholder	
HOME ADDRESS AND AREA CODE/PHONE NUMBER: 4220 Edison Lakes Parkway Mishawaka, IN 46545 (219)271-4600	HOME ADDRESS AND AREA CODE/PHONE NUMBER:
DATE OF BIRTH:	DATE OF BIRTH:
If the applicant is not a U.S. Citizen: o Does the applicant have permanent Resident Alien status? ☐ Yes ☐ No o Does the applicant have a Visa? Enter status:	If the applicant is not a U.S. Citizen: o Does the applicant have permanent Resident Alien status? ☐ Yes ☐ No o Does the applicant have a Visa? Enter status:
Date fingerprinted:	Date fingerprinted:

Attach the fingerprint card and $15.00 for each card and mail to the Liquor Control Commission.

ARREST RECORD: ☐ Felony ☐ Misdemeanor Enter record of all arrests & convictions (attach a signed and dated report if more space is needed)	ARREST RECORD: ☐ Felony ☐ Misdemeanor Enter record of all arrests & convictions (attach a signed and dated report if more space is needed)

Section 2. Investigation of Business and Address to be Licensed

Can living quarters be reached from the inside of the establishment without going outside? ☐ Yes ☐ No

Does applicant intend to have dancing or entertainment?
☐ No ☐ Yes, complete LC-693N, Police Investigation Report: Dance/Entertainment Permit

Are gas pumps on the premises or directly adjacent? ☐ No ☐ Yes, explain relationship:

Section 3. Local and State Codes and Ordinances, and General Recommendations

Will the applicant's proposed location meet all appropriate state and local building, plumbing, zoning, fire, sanitation and health laws and ordinances, if this license is granted? ☐ Yes ☐ No

If you are recommending approval subject to certain conditions, list the conditions: (Attach a signed and dated report if more space is needed)

Section 4. Recommendation

From your investigation:

1. Is this applicant qualified to conduct this business if licensed? ☐ Yes ☐ No
2. Is the proposed location satisfactory for this business? ☐ Yes ☐ No
3. Should this request be granted by the Commission? ☐ Yes ☐ No
4. If any of the above 3 questions were answered no, state your reasons: (Attach a signed and dated report if more space is needed)

Signature (Sheriff or Chief of Police) Date

(Mail white copy to the Commission, Keep yellow copy for your file)

STATE OF MICHIGAN
'ARTMENT OF CONSUMER & INDUSTRY SERVIC

LIQUOR CONTROL COMMISSION
7150 Harris Drive
P.O. Box 30005
Lansing, MI 48909-7505

REQ ID: 140164

LOCAL LAW ENFORCEMENT AGENCY REPORT

DANCE/ENTERTAINMENT/TOPLESS ACTIVITY PERMIT
(Authorized by MCL 436.1916)

FULL SERVICE DINING, INC. (AN INDIANA CORPORATION)
APPLICANT/LICENSEE PHONE NUMBER

STREET ADDRESS CITY TOWNSHIP COUNTY ZIP

PERMIT(S) REQUESTED: DANCE ENTERTAINMENT TOPLESS ACTIVITY

1. The dance floor will not be less than 100 square feet, is clearly marked and well defined when there is dancing by customers. YES ☐ NO ☐ N/A ☐

2. Describe the type of entertainment applicant/licensee will provide: N/A ☐

3. Will this entertainment include topless activity? YES ☐ NO ☐ N/A ☐

LAW ENFORCEMENT RECOMMENDATION

DANCE PERMIT	YES	☐	NO	☐	N/A	☐
ENTERTAINMENT PERMIT	YES	☐	NO	☐	N/A	☐
TOPLESS ACTIVITY PERMIT	YES	☐	NO	☐	N/A	☐

REMARKS:

DATE SUBMITTED

OFFICER'S SIGNATURE

DEPARTMENT NAME PHONE NUMBER

ADDRESS CITY

LC-693N REV 5/98
4880-0652

MICHIGAN DEPARTMENT OF COMMERCE
LIQUOR CONTROL COMMISSION
7150 Harris Dr.
P.O. Box 30005
Lansing, Michigan 48909

Req ID #140164

APPLICATION FOR OFFICIAL PERMIT FOR DIFFERENCE IN HOURS OF OPERATION

(Authorized by MAC Rule 436.1437)

APPLICANT OR LICENSEE:
Full Service Dining, Inc. (an Indiana Corporation)

ADDRESS:
Coolidge & West Maple, Troy

TYPE OF LICENSE:
Class C

The Commission is requested to grant an after hours permit for: (check boxes that apply)

- [X] Operating our restaurant for the sale of food
- [ ] Operating night league bowling, tournaments or Sunday morning bowling
- [ ] Registering golfers
- [ ] Registering Skiers
- [ ] Registering Tennis Players
- [ ] Other: (Not listed above)

During the Hours of:

Weekdays _____ A.M. to _____ A.M.

Sundays 10:00 A.M. to 12:00 ~~XXX~~ A.M. Noon

It is understood that customers shall not be on the licensed premises for any activity other than the requested activity.

Licensee or Applicant Signatures:

FULL SERVICE DINING, INC.

By: Daniel B. Fitzpatrick, President 11/08 /01

LOCAL LAW ENFORCEMENT RECOMMENDATION

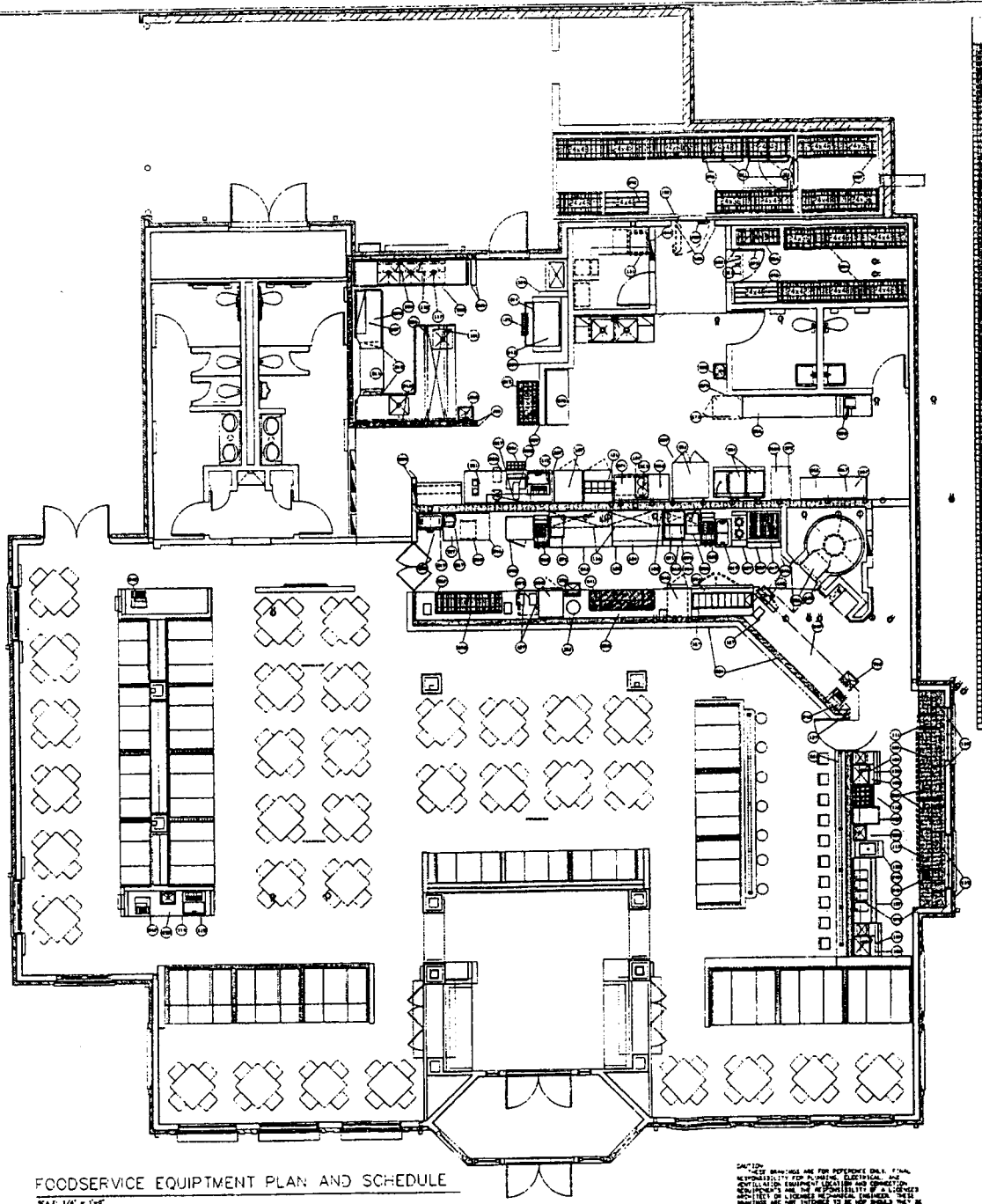
To: Law Enforcement Agency:

This Application is for official permits allowing the after hours operations indicated above. Will you please enter your recommendations below and return one signed copy to the Commission.

- [ ] Recommended: Comments: _____
- [ ] Recommended except for _____ permit
- [ ] Not Recommended

Signed: (Include title and date)

FULL SERVICE DINING, INC.
D/B/A Papa Vino's Italian Kitchen, Troy, Michigan



FOODSERVICE EQUIPTMENT PLAN AND SCHEDULE

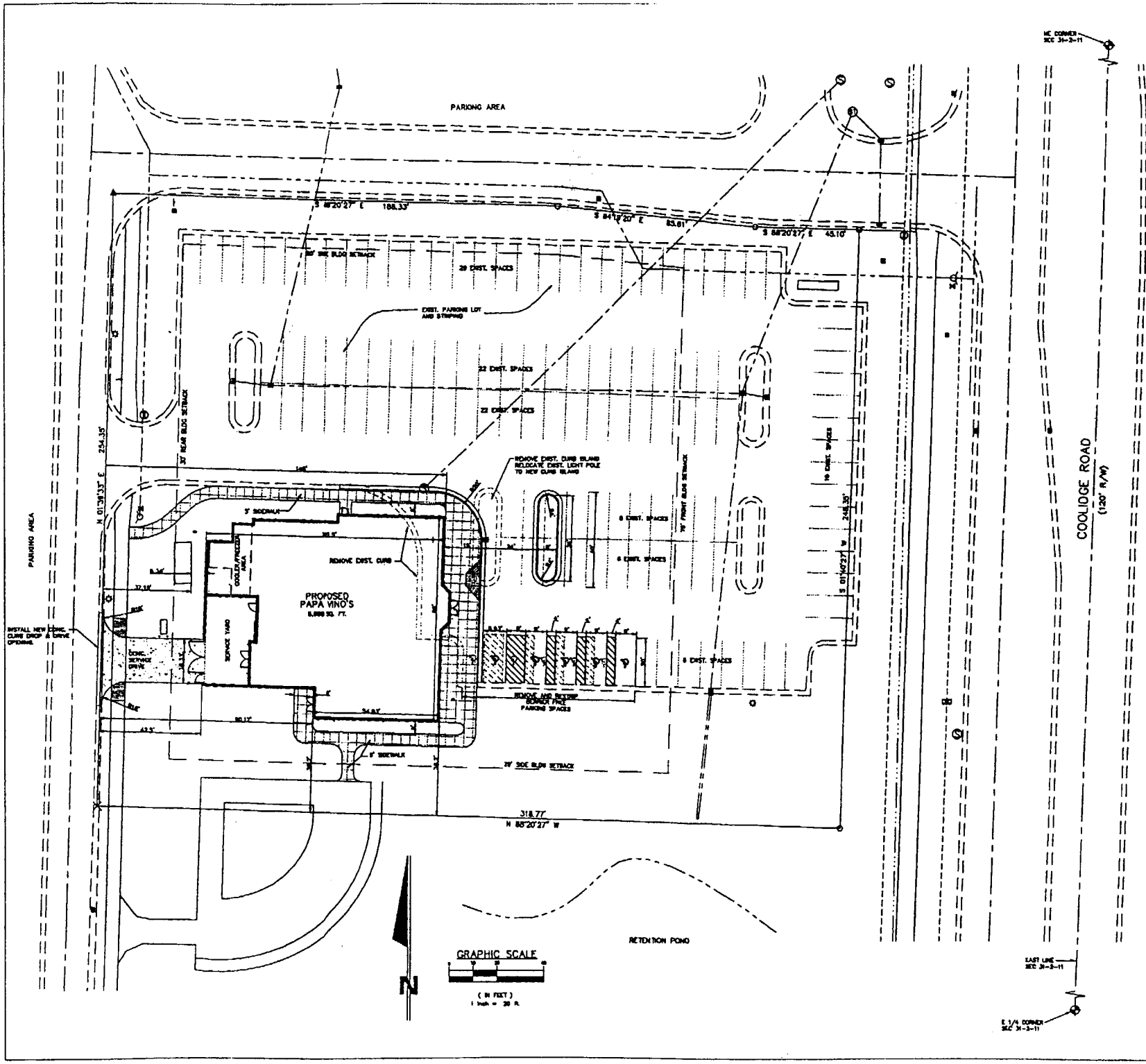
SCALE 1/4" = 1'-0"

SHEETS K1 THROUGH K7 REPRESENT PROTOTYPE KITCHEN EQUIPMENT DRAWINGS. REVISIONS MADE TO OTHER SHEETS ARE NOT INCORPORATED INTO THE KITCHEN EQUIPMENT DRAWINGS. REVISED KITCHEN EQUIPMENT DRAWINGS SHALL BE PROVIDED BEFORE CONSTRUCTION.

CAUTION:
THESE DRAWINGS ARE FOR PROTOTYPE ONLY. FINAL INCORPORATION FOR PLUMBING, ELECTRICAL, AND VENTILATION EQUIPMENT LOCATION AND CONNECTION REQUIREMENTS ARE THE RESPONSIBILITY OF ALLIED ARCHITECT OR LICENSED MECHANICAL ENGINEER. THESE DRAWINGS ARE NOT INTENDED TO BE NOR SHOULD THEY BE USED AS WORKING DRAWINGS FOR ACTUAL MECHANICAL REQUIREMENTS. REFER TO THE APPROVED ARCHITECTURAL DRAWINGS. ARCHITECTURE ASSUMES NO EQUIPMENT LIABILITY IN PROVIDING THESE DRAWINGS.

EQUIPMENT SCHEDULE

| | | |



PAVING & CURB NOTES

1. ALL PAVING TO CONFORM TO MC SPECIFICATIONS, LATEST EDITION.
2. SERVICE YARD SUBGRADE SHALL FROM THE BUILDING AND TOWARD
3. ALL CONCRETE PAVING SHALL BE WITH A MINIMUM 1% AND MAXIMU NOT ALLOW HEADING GRADES OF
4. SLOPE BUILDING SIDEWALKS AWAY
5. EXPANSION JOINTS - 1/2" ASPHA MAXIMUM AND AT SIDEWALK INTE WIDTH DIMENSION.
6. CONCRETE PAVEMENT 6/6" SAND 6"/grouted WWF FABRIC OR FIBE 3,000 PSI, AIR ENTRAINED, LIMES

GENERAL NOTES

1. ALL WORK TO COMPLY WITH LOCA
2. ALL TESTING REQUIRED BY OWNER CONTRACTOR.
3. THE CONTRACTOR IS RESPONSIBLE SPOT ARE APPROXIMATE AND MA REPORTED TO THE ENGINEER.
4. THE CONTRACTOR IS RESPONSIBLE THE START OF CONSTRUCTION.
5. THE CONTRACTOR IS RESPONSIBLE "RED LINED" AS-BUILT PLANS OF
6. CONTRACTOR IS TO VERIFY ALL D THE WORK AND BRING ANY DISCR OWNER/DEVELOPER FOR RESOLUTI FOR ANY DIMENSIONAL OR ELEVA BEEN BROUGHT TO HIS ATTENTIO
7. CONTRACTOR IS TO COMPLY WITH REPORT.
8. DETAILS AND SPECIFICATIONS SHO THE PROJECT PLANS AND STANDA BETWEEN THESE PLANS AND OTHE APPLIES, UNLESS SPECIFICALLY O
9. LICENSED SURVEYOR TO ESTABLISH
10. CONTRACTOR TO LOCATE ALL UND WORK AND SHALL CONDUCT HIS THOSE UTILITIES WILL NOT BE DAM CONTACT ALL APPROPRIATE UTILI TO COORDINATE ALL UTILITY INSTA
11. CONTRACTOR TO INSTALL IMPROVE THE APPROPRIATE GOVERNMENTAL INSPECTIONS.
12. OFFSITE DRAINAGE PATTERNS SHA
13. CONTRACTOR TO MATCH EXISTING PAVEMENT REPLACEMENT SHOWN
14. CONTRACTOR TO CROSS REFERENC ARCHITECTURAL PLANS.
15. CONTRACTOR IS TO REFER TO AN OVERRIDDEN BY DETAILS SHOWN

SITE DATA

ACREAGE OF SITE: 1.86 ACRES
PROPOSED USE: PAPA VINO'S ITALIAN
CURRENT ZONING: CURRENT JURISDI VIL CITY OF TROY
SETBACKS (B-3 COMMUNITY BUSINESS
FRONT: 75 FT.
SIDES: LEAST ONE 20 FT./TOTAL
REAR: 30 FT
PARKING PROVIDED:
STANDARD 20'x 9' SPACES: 112
BARRIER FREE SPACES: 5
TOTAL PARKING SPACES: 117
PROPOSED LAND COVERAGE:
PARKING & DRIVES: 43,256 SQ. F
BLDG., SERVICE YARD, ETC.: 16,63
TOTAL OPEN AREA: 28,973 SQ. FT.
TOTAL LOT AREA: 80,861 SQ. FT.
PROPOSED BUILDING DATA:
BUILDING FLOOR SQ. FT.
HEIGHT OF BUILDING: 27'-4"
SEATING CAPACITY: 200 SEATS
STORM SEWER:
ALL STORM WATER RUNOFF WILL BE
A PERIMETER DRAIN SYSTEM WILL
AREAS TO THE EXISTING STORM SY
UTILITIES (SANITARY SEWER, WATER, G
BUILDING WILL CONNECT TO THE EX
RUN TO THE SITE.
LANDSCAPING:
LANDSCAPING HAS BEEN PLACED,
TOWN CENTER DEVELOPMENT, AROU
AREA, IN THE PARKING ISLANDS, A
LANDSCAPING AROUND THE PROPOS
WITH THE DEVELOPMENT'S MASTER

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The meeting was called to order at 7:28 p.m. by John Walker in Conference Room C.

PRESENT:		ABSENT:
	W. Stan Godlewski	Dave Balagna
	James Moseley	Max Ehlert
	James Peard	Jennifer Gilbert
	Thomas Sawyer	
	John Walker	
	Sergeant George Zielinski	
	Lori Bluhm, City Attorney	
	Lynn McDaniel, Clerk-Typist	

Moved by Sawyer, seconded by Godlewski, to EXCUSE the absent member(s).
APPROVED unanimously

Moved by Moseley, seconded by Sawyer, to APPROVE the minutes of the January 14, 2002 meeting as printed.
APPROVED unanimously

AGENDA ITEMS:

1. **7-ELEVEN, INC. (A TEXAS CORPORATION)** requests a new Specially Designated Distributor (SDD) license, to be located at 2891 Crooks, Troy, Michigan, 48084, Oakland County, to be held in conjunction with existing 2001 Specially Designated Merchant license. [MLCC REF#137558]

Present to answer questions from the committee was Mr. Nisar Siddiqui, Franchise Owner and Mr. Harvey Blitz, Franchise Director and Assistant Secretary for 7-Eleven, Inc.

Mr. Blitz and Mr. Siddiqui presented to the committee a package that contained a building blueprint and proposed floor plan of the location of the liquor counter. Also included were digital pictures taken of the liquor sales counter at the 7-11 located at Maple Road & Crooks that will be incorporated at their location. The committee viewed a “Come of Age” training video that 7-11 shows every new employee in their training classes. Three issues are discussed in the video: The Laws, Recognizing Behaviors, and Refusing a Sale. Mr. Blitz stated that 7-11 believes in being good corporate citizens and upholding the liquor laws in the City of Troy.

The committee thanked Mr. Blitz and Mr. Siddiqui for their outstanding documentation and presentation to the committee.

Moved by Moseley, seconded by Sawyer, to APPROVE the above request.
APPROVED unanimously

2. **FULL SERVICE DINING, INC. (AN INDIANA CORPORATION),** Midtown Square Shopping Center, Troy, Michigan, 48084, Oakland County, requests to transfer ownership of a 1997 Class C licensed business (in escrow) with Dance Permit and

Official Permit (Food), from **2875 MAPLE**, LLC; and **requests a new SDM**, and transfer location from 2875 W. Maple, Troy, Michigan, 48084, Oakland County (Step II), [MLCC Ref#140164]

Old license from Grub Street Hermit –Bob Rosett. New Licensee-Papa Vino's.

Present to answer questions from the committee were Mr. John Carlin, attorney for Full Service Dining, Inc., Mr. Ovig Rajan, General Manager, Mr. Gary Birch, General Manager and Mr. Mike Longley, Development Manager for Papa Vino's.

Mr. Carlin stated that the Management staff hired for this location will have a Drug Alcohol Policy and will be taking the TIPS training before the restaurant opens. All employees will take the TIPS training before they will serve alcohol to patrons. The company has had only 3 violations at all their locations. There will be a seasoned general manager hired to manage this new location, brought in from another Papa Vino's. Mr. Rajan has 23 years experience in the restaurant business. He stated the general manager will be a hands-on manager from the time the restaurant opens. Mr. Birch stated that the restaurant will be open from 11AM-10PM weekdays and 11AM-11PM weekends. He stated that Papa Vino's is a competitive family Italian restaurant and stressed that there will be no TV's located in the bar to encourage patrons to stay and drink. The restaurant will comply with the Troy Liquor Advisory rules. Only 15% of sales is from liquor with 9% of those in wine sales. They do not plan on any outdoor dining.

Moved by Moseley, seconded by Peard, to APPROVE the above request.
APPROVED unanimously

Ms. Lori Bluhm, City Attorney, reviewed and discussed the Liquor License Transfer Policy with members. She will continue to review the verbiage and get back with committee members. The committee asked Ms. Bluhm if they should schedule a study session with City Council. Ms. Bluhm agreed that it would be an excellent way to help the council know the direction of the Liquor Advisory Committee.

Mr. John Walker has resigned from the Liquor Advisory Committee. Mr James Moseley and fellow committee members graciously expressed appreciation and heartfelt thanks to Mr. Walker for his many years of volunteer service to the City of Troy Liquor Advisory Committee.

Moved by Peard, seconded by Godlewski, to ADJOURN the meeting at 8:35 p.m.
APPROVED unanimously

LM/lm

AGREEMENT REGARDING LIQUOR LICENSE REQUEST

This Agreement, made this ____ day of _____, 200___, by and between the CITY OF TROY, MICHIGAN, a municipal corporation, with offices located at 500 W. Big Beaver Road, Troy, Michigan, 48084, hereinafter known as THE CITY, and FULL SERVICE DINING, INC. (AN INDIANA CORPORATION), the Applicant, hereinafter known as APPLICANT.

1. The City Council of the City of Troy, for and in consideration of the following covenants and conditions, agrees to recommend to the Michigan Liquor Control Commission Approval of the transfer of ownership of 1997 Class C licensed business (in escrow), from 2875 Maple LLC, to FULL SERVICE DINING, INC. (AN INDIANA CORPORATION); **and add a new Specially Designated Merchant (SDM) license. [revised 01/08/02]**
2. In consideration of the City of Troy's recommendation for approval of the transfer, the applicant hereby agrees that:
   a) It has read and is aware of the provisions of City of Troy Ordinances, Chapter No. 68 and Chapter No. 98, and agrees that it shall be deemed to have knowledge of any subsequent amendments to said Chapters which may become effective during the term of this agreement.
   b) It has read and is in receipt of copies of the provisions of the City of Troy, City Council Resolution No. 93-1028, and agrees that it shall be deemed to have knowledge of any subsequent amendments to the Resolution which may become effective during the term of this agreement.
   c) It agrees to observe and comply with all laws, statutes, ordinances, rules, regulations or resolutions of the United States government, State of Michigan, and the City of Troy, or any department or agency of the governmental entities, as well as the rules and regulations of the Michigan Liquor Control Commission as they pertain to the operation of a liquor licensed business in the City of Troy.
3. Applicant agrees that the recommendation for Approval agreed upon by the City Council is not a property right and is approved upon the express and continuing condition that no violation as set forth in paragraph 2 of this agreement shall occur.
4. Applicant agrees that the recommendation for Approval agreed upon by the City Council is approved upon the express and continuing condition that the physical characteristics (including but not limited to the inside layout, building design and engineering, seating capacity, parking space allocations, fire exits, and other physical attributes); and also the nature and type of business intended to be conducted remain virtually the same.
5. Applicant agrees that upon such violation, after full investigation and an opportunity for said applicant to be heard, upon a finding by the City Council that a violation as set forth in paragraph 2 of this agreement has occurred, the City Council shall have just cause for revocation of said recommendation for approval.

_____
Authorized Representative

FULL SERVICE DINING, INC. (AN INDIANA CORPORATION)

Witnesses:

_____

_____

Subscribed and sworn to before me
this _____ day of _____ , 200___

_____

Notary Public, _____
County, _____
My commission expires:

CITY OF TROY

By:_____
Matt Pryor, Mayor

By:_____
Tonni Bartholomew, City Clerk

Witnesses:

_____

_____

Subscribed and sworn to before me
this _____ day of _____, 200___

_____

Notary Public, Oakland
County, Michigan
My commission expires:

(2) The fees provided in this act for the various types of licenses shall not be prorated for a portion of the effective period of the license.
History: 1998, Act 58, Imd. Eff. Apr. 14, 1998.

436.1527 Special license for nonprofit charitable organization; issuance; nontransferable; fee; auction.
Sec. 527. (1) The commission may issue a special license to a nonprofit charitable organization that is exempt from the payment of taxes under the internal revenue code for the purpose of allowing the organization to sell, at auction, wine donated to the organization.
(2) A special license issued pursuant to subsection (1) is not transferable. The organization applying for the special license shall pay the fee required under section 525(1)(r).
(3) An auction permitted under subsection (1) may occur upon premises which are otherwise licensed under this act to allow the sale of alcoholic liquor for consumption on the licensed premises.
History: 1998, Act 58, Imd. Eff. Apr. 14, 1998.

436.1529 Transfer of license or interest in license; notice of transfer of stock in licensed corporation or licensed limited partnership; investigation to ensure compliance; approval; transfer fee; inspection fee.
Sec. 529. (1) A license or an interest in a license shall not be transferred from 1 person to another without the prior approval of the commission. For purposes of this section, the transfer in the aggregate to another person during any single licensing year of more than 10% of the outstanding stock of a licensed corporation or more than 10% of the total interest in a licensed limited partnership shall be considered to be a transfer requiring the prior approval of the commission.
(2) Not later than July 1 of each year, each privately held licensed corporation and each licensed limited partnership shall notify the commission as to whether any of the shares of stock in the corporation, or interest in the limited partnership, have been transferred during the preceding licensing year. The commission may investigate the transfer of any number of shares of stock in a licensed corporation, or any amount of interest in a licensed limited partnership, for the purpose of ensuring compliance with this act and the rules promulgated under this act.
(3) Except as otherwise provided in subdivisions (a) through (f), upon approval by the commission of a transfer subject to subsection (1), there shall be paid to the commission a transfer fee equal to the fee provided in this act for the class of license being transferred. A transfer fee shall not be prorated for a portion of the effective period of the license. If a person holding more than 1 license or more than 1 interest in a license at more than 1 location, but in the name of a single legal entity, transfers all of the licenses or interests in licenses simultaneously to another single legal entity, the transfers shall be considered 1 transfer for purposes of determining a transfer fee, payable in an amount equal to the highest license fee provided in this act for any of the licenses, or interests in licenses, being transferred. A transfer fee shall not be required in regard to any of the following:
(a) The transfer, in the aggregate, of less than 50% of the outstanding shares of stock in a licensed corporation or less than 50% of the total interest in a licensed limited partnership during any licensing year.
(b) The exchange of the assets of a licensed sole proprietorship, licensed general partnership, or licensed limited partnership for all outstanding shares of stock in a corporation in which either the sole proprietor, all members of the general partnership, or all members of the limited

partnership are the only stockholders of that corporation. An exchange under this subdivision shall not be considered an application for a license for the purposes of section 501.
(c) The transfer of the interest in a licensed business of a deceased licensee, a deceased stockholder, or a deceased member of a general or limited partnership to the deceased person's spouse or children.
(d) The removal of a member of a firm, a stockholder, a member of a general partnership or limited partnership, or association of licensees from a license.
(e) The addition to a license of the spouse, son, daughter, or parent of any of the following:
(*i*) A licensed sole proprietor.
(*ii*) A stockholder in a licensed corporation.
(*iii*) A member of a licensed general partnership, licensed limited partnership, or other licensed association.
(f) The occurrence of any of the following events:
(*i*) A corporate stock split of a licensed corporation.
(*ii*) The issuance to a stockholder of a licensed corporation of previously unissued stock as compensation for services performed.
(*iii*) The redemption by a licensed corporation of its own stock.
(4) A nonrefundable inspection fee of $70.00 shall be paid to the commission by an applicant or licensee at the time of filing any of the following:
(a) An application for a new license or permit.
(b) A request for approval of a transfer of ownership or location of a license.
(c) A request for approval to increase or decrease the size of the licensed premises, or to add a bar.
(d) A request for approval of the transfer in any licensing year of any of the shares of stock in a licensed corporation from 1 person to another, or any part of the total interest in a licensed limited partnership from 1 person to another.
(5) An inspection fee shall be returned to the person by whom it was paid if the purpose of the inspection was to inspect the physical premises of the licensee, and the inspection was not actually conducted. An inspection fee shall not be required for any of the following:
(a) The issuance or transfer of a special license, salesperson license, limited alcohol buyer license, corporate salesperson license, hospital permit, military permit, or Sunday sale of spirits permit.
(b) The issuance of a new permit, or the transfer of an existing permit, if the permit is issued or transferred simultaneously with the issuance or transfer of a license or an interest in a license.
(c) The issuance of authorized but previously unissued corporate stock to an existing stockholder of a licensed corporation.
(d) The transfer from a corporation to an existing stockholder of any of the corporation's stock that is owned by the corporation itself.
(6) All inspection fees collected under this section shall be deposited in the special fund in section 543 for carrying out of the licensing and enforcement provisions of this act.
History: 1998, Act 58, Imd. Eff. Apr. 14, 1998.

436.1531 Public licenses and resort licenses; on-premise escrowed licenses; limitations and quotas; additional licenses for certain establishments; license for certain events at public university; economic development factors; exceptions as to certain veterans and airports; special state census of local governmental unit; rules; availability of transferable licenses held in escrow; on-premise escrowed or quota license; issuance of available licenses; hotels; definitions.

(d) Allow the sale, possession, or consumption on the licensed premises of any controlled substances that are prohibited by Act No. 368 of the Public Acts of 1978, as amended, being §333.1101 et seq. of the Michigan Compiled Laws.
(e) Allow narcotics paraphernalia to be used, stored, exchanged, or sold on the licensed premises.
(6) A retail licensee shall not sell any alcoholic liquor off the licensed premises except as follows:
(a) An on-premises licensee may provide out-of-doors service if done in accord with the provisions of R 436.1419.
(b) An off-premises licensee may deliver a pre-ordered quantity of alcoholic liquor to a customer; however, a delivery shall not be made to any customer on the campus of any 2- or 4-year college or university, unless the customer is licensed by the commission.
(c) An off-premises licensee may provide out-of-doors service if done in accord with the provisions of R 436.1521.
History: 1979 ACS 4, Eff. Feb. 3, 1981; 1979 ACS 16, Eff. Nov. 15, 1983; 1985 12, Eff. Jan. 1, 1986; 1994 MR 12, Eff. Dec. 16, 1995.

R 436.1013 Gambling and gambling devices prohibited.
Rule 13. (1) A licensee shall not allow unlawful gambling on the licensed premises.
(2) A licensee shall not allow any gambling devices on the licensed premises which are prohibited by the statutes of this state.
History: 1979 ACS 4, Eff. Feb. 3, 1981.

R 436.1015 Display of license and permit.
Rule 15. (1) Licenses issued by the commission shall be signed by the licensee, shall be framed under a transparent material, and shall be prominently displayed in the licensed premises.
(2) Permits issued by the commission to a licensee shall be framed under a transparent material and shall be prominently displayed in the licensed premises adjacent to the liquor license.
History: 1979 ACS 4, Eff. Feb. 3, 1981.

R 436.1017 Prohibited sales of alcoholic liquor.
Rule 17. (1) A licensee shall not sell, offer or keep for sale, furnish, possess, or allow a customer to consume, alcoholic liquor which is not authorized by the license issued to the licensee by the commission.
(2) A licensee shall not knowingly sell or furnish alcoholic liquor to a person who maintains, operates, or leases premises which are not licensed by the commission and upon which other persons unlawfully engage in the sale or consumption of alcoholic liquor for a fee or other valuable consideration.
History: 1979 ACS 4, Eff. Feb. 3, 1981.

R 436.1019 Contests.
Rule 19. A licensee shall not participate in or sponsor any contest that requires the use or consumption of alcoholic liquor or features alcoholic liquor as a prize in connection with a contest.
History: 1979 ACS 4, Eff. Feb. 3, 1981.

R 436.1021 Sale to licensed truck driver salesman.
Rule 21. A licensee shall not knowingly sell, give, or furnish alcoholic liquor to a licensed truck driver salesman who is employed by a licensee while the truck driver is on duty or in the course of employment.
History: 1979 ACS 4, Eff. Feb. 3, 1981.

R 436.1023 Sale or transfer of license; transfer of location; alteration of premises; lease, sale or transfer of premises.
Rule 23. (1) A licensee shall not sell or transfer an interest in a business licensed by the commission without the prior written approval of the commission.
(2) A licensee shall not transfer the location of the licensed premises without the prior written approval of the commission.
(3) A licensee shall not, without the prior written approval of the commission, do any of the following:
(a) Make an alteration in the size of the physical structure of the licensed premises.
(b) Add or drop any space to or from the physical structure of the licensed premises.
(c) Install any additional bars, if the licensee holds a class C or B hotel license.
(4) A licensee shall not lease, sell, or transfer possession of a portion of the licensed premises without the prior written approval of the commission.
History: 1979 ACS 4, Eff. Feb. 3, 1981.

R 436.1025 Storing of alcoholic liquor.

February 13, 2002

TO: MAYOR AND MEMBERS OF COUNCIL

FROM: LORI GRIGG BLUHM, CITY ATTORNEY

RE: REVISED TELECOMMUNICATIONS PERMIT

On February 5, 2001, the Troy City Council approved a telecommunications permit between the City and Metropolitan Fiber Systems of Detroit (MFS), a subsidiary of WorldCom. At that time, MFS proposed to lay fiber optic cable in the public rights of way from Maple Road north to Long Lake Road, between Crooks and Livernois. Upon completion of the engineering, this proposed route has changed to include Big Beaver Road, between Crooks and Livernois, which would allow for the elimination of the area north of Big Beaver Road. All other proposed route locations remain the same. Copies of both of these routes are attached for your review.

MFS has requested approval of a revised telecommunications permit, to accurately reflect the new route of fiber optic cable. It is my recommendation that this approval be granted.

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

REVISED TELECOMMUNICATIONS PERMIT

This permit is issued this ____ day of _____, 2002, to Metropolitan Fiber Systems of Detroit, Inc., 2250 Lakeside Boulevard, Richardson, TX 75082 ("Company"), by the City of Troy, a Michigan municipal corporation, 500 W. Big Beaver Road, Troy, Michigan 48084 ("City").

STATEMENT OF FACTS

Company desires to install fiber optic cable within public rights of way and to construct a telecommunications system and fiber optic network in the City. Company will be responsible to City for the construction and maintenance of the telecommunications system.

City exercises authority over the highways, streets, alleys, and other public places within its geographical boundaries to the extent of its applicable powers under Section 29, Article 7 of the Michigan Constitution of 1963 and Mich. Comp. Laws Ann. Sec. 247.183 and the Michigan Telecommunications Act, Sec. 484.2251-2254, ("Act").

Company has made application to the City under the Act for access to and ongoing use of highways, streets, alleys, and other public places under the control and jurisdiction of the City, as identified on Exhibit A ("Rights of Way"), for the purpose of constructing, operating and maintaining a fiber optic network capable of transmitting high speed digital voice, data and video signals ("Telecommunications System"). The Telecommunications System, some of which will be located in the public rights of way, consists of fiber cable, conduits, and related equipment.

PERMIT

In light of the Statement of Facts above, the Permit is issued as follows:

SECTION I: Consent

1. Company's Telecommunications System. Subject to the terms and conditions of this Permit, City grants Company permission to use highways, streets, alleys, and other public places under the control and jurisdiction of the City, to construct and maintain a Telecommunications System in those portions of the Rights of Way identified on Exhibit A. Company may expand the Telecommunications System to Rights of Way other than those identified on Exhibit A only by obtaining prior written approval of a revised Exhibit A from City. Such approval may be granted by the City Manager or an authorized designee in response to a request for expansion extending not more than 500 feet from the route described in Exhibit A. Any expansion of the Telecommunications System approved by City is subject to all terms and conditions of this Permit and the conditions, if any, imposed by City in granting its approval. A request for expansion will not be

unreasonably denied by City Manager and, in the event of denial, City Manager will provide Company with its reason for denial.

2. Indemnification. Company shall defend, indemnify, protect, and hold harmless the City, its officers, agents, employees, departments, boards, committees, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (including, without limitation, reasonable attorneys' fees) arising out of or resulting from the acts or omissions of Company or its officers, agents, employees, contractors, successors or assigns. City shall promptly notify Company of the nature and amount of such claim and the method and means proposed by City for defending or satisfying such claim. City shall consult with Company respecting the defense and satisfaction of such claim, including the selection of and direction of legal counsel, and City shall not pay or settle any such claim without the prior written consent of Company, which consent shall not be unreasonably withheld. Company shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence or intentional misconduct.

SECTION II: TERMS AND PROVISIONS

1. Construction Plans. At least fifteen (15) days prior to construction or installation of the Telecommunications System, Company shall provide City with Company's final engineering plans and specifications showing the Telecommunications system in City, and City must either approve, or approve with modification(s), such plans prior to construction and installation of the Telecommunications System as required by the Troy City Code.

2. As-Built Plans. Without expense to City, Company shall provide City with "as-built" maps, records, and plans, showing the Telecommunications System as constructed within City, within sixty (60) days of the completion of any approved extensions, additions, or modifications to the Telecommunications System. Upon request, Company shall submit a set of maps of the system in GIS format. Notwithstanding the foregoing, Company, without expense to City, shall, upon forty-eight (48) hours notice, permit City access to all "as-built" maps, records, plans and specifications showing the Telecommunications System as constructed within City.

3. Not Exclusive. The rights granted under this Permit are not exclusive.

4. Duties. Unless otherwise provided, Company shall faithfully perform all duties required by the terms of this Permit.

5. Installation and Maintenance. All installations shall be performed pursuant to plans approved by City. The open cut of any public roadway shall be prohibited without a special permit issued by the City Manager. Company shall install and

maintain the Telecommunications System in a reasonably safe condition. If the existing poles in the Public Ways are over-burdened or unavailable for Company's use, and all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunications System underground, unless City approves an alternate location.

6. Uses of Rights of Way.

A. No Burden of Rights of Way. Company, its contractors, and its subcontractors shall comply with the Troy City Code. The Telecommunications System may not unduly burden or interfere with the present or future use of any of the Rights of Way within the City. Company's cables and wires shall be suspended or buried so that they do not endanger or injure persons or property in or about the Rights of Way. If City in its reasonable judgment determines that any portion of the Telecommunications System constitutes an undue burden or interference, Company at its expense shall modify its Telecommunications System or take such other action as City may determine is in the public interest to remove or alleviate the burden, and Company shall do so within the time period established by City.

B. Restoration of Property. Company and its contractors and subcontractors shall immediately restore at Company's sole cost and expense, in a manner approved by City, any portion of the Rights of Way that is in any way disturbed, damaged, or injured by the construction, operation, maintenance, or removal of the Telecommunications System to as good or better condition than that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make repair within the time specified by the City, City may complete the repair and Company shall pay the costs incurred by City for such repair, but in no case would it be sooner than other occupants of the utility pole or conduit.

C. Tree Trimming. Company may trim trees upon and overhanging the Rights of Way so as to prevent the branches of such trees from coming into contact with the Telecommunications System. Company shall minimize the trimming of trees to trimming only those trees that are essential to maintaining the integrity of the Telecommunications System. No trimming shall be done in the Rights of Way without previously informing City. City may request that Company remove and replace, at Company's expense, trees which required trimming and were significantly damaged.

D. Pavement Cut Coordination/Additional Fees. Company shall coordinate its construction program and all other work in the Rights of Way with the State, Oakland County Road Commission, and City program for street construction, rebuilding, resurfacing, and repair ("Street Resurfacing").

Company shall meet with the City Engineer at least once per year to this end. The goals of such coordination shall be to require Company to conduct all known work in the Rights of Way in conjunction with or immediately prior to any Street Resurfacing planned by the State, Oakland County Road Commission, or City, and to prevent the Rights of Way from being disturbed by Company for a period of eighteen (18) months after Street Resurfacing is complete.

In addition to any other fees or payments required by this Permit and the Troy City Code, for cuts which are fifty (50) feet or more, the Company shall pay the City the sum of One-thousand, Two-hundred Fifty Dollars ($1,250.00) for each fifty feet (50') cut into or excavated in any Right of Way, which was subject to Street Resurfacing (which term, for this purpose, shall not include repairs or patches of cuts or excavations in the rights of way for the primary purpose of utility installation or repair rather than street improvement) within eighteen (18) months prior to such cut or excavation. For cuts which are less than fifty feet (50'), Company shall pay to City a pro-rata amount equal to Twenty-five Dollars ($25.00) per foot. This fee is in addition to and not in lieu of the obligation to restore the Rights of Way.

E. Markings. Company shall mark the Telecommunications System as follows: Aerial portions of the Telecommunications System shall be marked with a marker on Company's lines on alternate poles which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunications System shall have:

1. a conducting wire placed in the ground at least several inches above Company's cable (if such cable is non-conductive),

2. at least several inches above the connecting wire, a continuous colored tape with Company's name and a toll-free phone number and a statement to the effect that there is buried cable beneath, and

3. stakes or other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried cable below.

7. Insurance. Company shall obtain and maintain in full force and effect the following insurance covering all insurable risks associated with ownership and use of the entire Telecommunications System:

A. A comprehensive general liability insurance policy, including a Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage and coverage for property damage from perils of explosion,

collapse, or damage to underground utilities, commonly known as XCU coverage, in an amount not less that Five Million Dollars ($5,000,000).

B. An Automobile Liability Insurance Policy covering any vehicles used in connection with its activities under this Agreement, in an amount not less than One Million Dollars ($1,000,000).

C. Worker's Compensation and Employer's Liability Insurance within statutory limits.

City shall be named as an additional insured in all applicable policies. All insurance policies shall provide that they shall not be cancelled or modified unless thirty (30) days prior written notice is given to City. Company shall provide City with a certificate of insurance in a form provided by City evidencing such coverage upon execution of this Permit and maintain on file with City a current certificate. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A or better by A.M. Best Company.

8. Assignment. Company may not assign or transfer any of its rights to install, construct or place any system in the right- of- way under this Permit, in whole or in part, voluntarily, involuntarily, or by operation of law, or by other means, without the prior written consent of the City, which shall not be unreasonably withheld or delayed. However, notwithstanding anything in the foregoing to the contrary, Company may grant a security interest in its rights under this Permit in favor of a third party qualified financial institution without first obtaining the consent of the City. Notwithstanding the foregoing, Company shall be permitted to transfer or assign this Agreement without consent to any entity that (i) controls, (ii) is controlled by, or (iii) is under common control with Company, upon written notice to the City.

9. Compliance With Laws. Company shall comply with all laws, statutes, ordinances, rules, and regulations regarding the installation, construction, ownership, or use of the Telecommunications System, whether federal, state, or local, now in force or which may be promulgated (including, without limitation, any ordinance requiring the installation of additional conduit when Company installs underground conduit for its Telecommunications System) in the future. Before any installation is commenced, Company shall secure all necessary permits, licenses, and approvals from all appropriate departments, agencies, boards, or commissions of City or other governmental entity as may be required by law, including, without limitation, all construction, utility line, and highway permits.

10. Rights of Way: Fees and Charges.

Permit Fee. The Permit Fee for this Permit Application shall be paid by the Company.

A. In consideration of the rights granted by this Permit and the fixed and variable costs in maintaining the Rights of Way used by the Telecommunications System, the Company will pay the City an annual right-of way fee not to exceed the City's actual fixed and variable costs to maintain the right-of-way used by the Telecommunications System which may be revised by the City Manager every three years. The annual fee shall, at the commencement of this Permit, be $ 0.25 per foot overhead and $0.40 per foot underground fiber installed by Company.

B. The Company will cooperate with the City in determining, at City's expense, the feasibility of interconnecting, for voice, video and data transmission purposes. City facilities, including buildings, sewage lift stations, and parks, to the Telecommunications System.

11. No Commercial TV Services. This Permit does not authorize Company to proved commercial television services.

12. Notices. All notices to be given under this Permit shall be in writing and addressed as follows:

If to City:

City Manager
500 W. Big Beaver Road
Troy, MI 48084

If to Company:

Metropolitan Fiber Systems of Detroit, Inc.
C/O MCIMetro Access Transmission Services, LLC
2250 Lakeside Blvd.
Richardson, TX 75082
ATTN: Senior Manager

MCIMetro Access Transmission Services, LLC
Department of Law and Public Policy
Litigation/Real Estate
2400 North Glenville Dr.
Richardson, TX 75082

13. Network Expansion. Should Company wish to move or add to the Telecommunications System as identified in Exhibit A greater than 500 lineal feet, they must file a written request to City including engineering plans and a

revised Exhibit A. No construction on the addition of greater than 500 lineal feet shall be commenced in any Right of Way until City grants its written approval.

14. Term and Renewal. The initial term of this Permit shall be ten (10) years. Subsequent to this initial term, the Permit will renew automatically for an additional five (5) year term unless written notice of intent to revoke is submitted by either party not less than sixty (60) days prior to the anniversary date.

15. Authority. The Parties acknowledge that this Permit is issued under the Act and that several provisions of local law, the Michigan Constitution, and federal and state statutes address the subject of the City's authority to permit Company to use the City's Rights of Way as described in this Permit.

16. Street Vacation. If City vacates or consents to the vacation of a street or alley within its jurisdiction, and such vacation necessitates the removal and relocation of Telecommunications System in the vacated Rights of Way, Company agrees to the vacation and to move the Telecommunications System at no cost to the City when asked to do so by City. Company shall relocate the Telecommunications System to such alternate route as the City, acting reasonably and in good faith, shall designate.

17. Relocation. If City requests Company to relocate the Telecommunications System because of street or utility work, Company shall relocate the Telecommunications System, at no cost to the City, to such alternate route as the City, acting reasonably and in good faith, shall designate, provided, however, that if such relocation is for the purpose of allowing another telecommunications company or other private third party to occupy the public ways occupied by the Company, the City or said third party, whichever the City deems appropriate, shall pay all actual relocation expenses.

18. Public Emergency. City shall have the right to sever, disrupt, dig-up or otherwise destroy facilities of Company, without any prior notice, if such action is deemed necessary by the City Manager, Police Chief, Fire Chief, DPW Director, Oakland County Drain Commissioner or the Oakland County Road Commission because of a public emergency. City will endeavor to contact a representative from Company prior to taking such action. Company shall provide to City a 24-hour telephone number in which a representative of Company can be reached in the event of a public emergency. Public emergency shall be any condition which, in the opinion of any of the officials named, poses an immediate threat to the lives or property of the citizens of the City, caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, major water main breaks, hazardous material spills, etc. Company shall be responsible for repair at its sole expense of any of its facilities damaged pursuant to any such action taken by City.

19. Miss Dig. Company shall subscribe to and be a member of "MISS DIG," the association of underground utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended (Mich. Comp. Laws Ann. Sec. 460.701 et. seq.), and shall at its expense conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.

20. Underground Relocation. If Company has its facilities on Detroit Edison Company poles or another third-party's poles, and Detroit Edison Company or such other third-party relocates its facilities to an underground conduit, Company shall at its expense relocate its facilities underground in the same location.

21. Pole/Conduit License Agreement; Revocation. If Company forfeits or otherwise loses its rights under the Pole/Conduit License Agreement with the Detroit Edison Company, or other third-party, after a final decision of a tribunal of competent jurisdiction then the consent to use the Rights of Way granted under this Permit shall be revoked.

22. Third Parties. This Permit is for the benefit of the Company only and is not intended to create any rights that may be enforceable by, or for the benefit of, any third party.

23. Entire Permit. This Permit contains all the terms of the Permit.

24. Interpretation and Severability. All Provisions of this Permit shall be liberally construed to protect and preserve the peace, health, and safety of the public, and should any provision or section of this Permit be held unconstitutional, invalid, over-broad, or otherwise unenforceable, such holding shall not be construed as affecting the validity of any of the remaining provisions or sections of this Permit.

25. Governing Law. This Permit shall be governed by the laws of the State of Michigan.

26. Identification. All personnel of Company or its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company, its contractors, or its subcontractors shall be clearly identified as such to the public.

27. Access to Service. Company shall not deny service, deny access, or otherwise discriminate on the availability of rates, terms, or conditions of its services provided to Customers on the basis of race, color, creed, religion, national origin, sex, disability, age, family status, marital status, location within City, or status with regard to public assistance. Company shall comply at all times with all applicable federal, state, and local laws and regulations relating to nondiscrimination. Company shall not deny or discriminate against any group of

actual or potential Customers in City or deny access to the rates, terms, and conditions of its services because of the income level or other demographics of the local area in which such group may be located.

28. Filings. Upon request, Company will provide City or its attorneys with copies of all documents which Company sends to the Federal Communications Commission (FCC) or MPSC, and copies of all orders, decisions, or correspondence Company receives from the FCC or MPSC, and all records Company is required to maintain or file under FCC regulations or under MPSC rules.

29. Books and Records. City may review such of Company's books and records, during normal business hours (9:00 a.m. to 5:30 p.m.), and on a non-disruptive basis, as are reasonably necessary to monitor compliance with the terms of this Permit. Such records shall include, but shall not be limited to, records required to be kept by Company pursuant to the rules and regulations of the FCC or Michigan Public Service Commission (MPSC). Notwithstanding anything to the contrary set forth in this Permit, Company is not required to disclose personally identifiable Customer information without the Customer's consent in violation of the Michigan Telecommunications Act, the Federal Communications Act of 1934, as amended, or other federal, state or local law regarding the protection of Customer privacy. To the extent permitted by law, City agrees to treat on a confidential basis any information disclosed by Company. In so according confidential treatment, disclosure of Company's records by City shall be limited to any those of its employees, representatives, and agents that have a need to know and that are in a confidential relationship with City.

30. Reservation of Rights. The Permit is intended to satisfy the requirements of all applicable laws, administrative guidelines, rules, orders, and ordinances (the "Law"). Accordingly, any provision of this Permit or any local ordinance which may conflict with or violate the Law shall be invalid and unenforceable, whether occurring before or after the execution of this Permit, it being the intention of the parties (i) to preserve their respective rights and remedies under the Law, and (ii) that the issuance of this Permit does not constitute a waiver of any rights or obligations by either party under the law.

31. Authority to Enter into this Permit. Each person executing this Permit represents and warrants that he or she has the authority to do so.

32. Binding Upon Successors. This Permit shall be binding upon an inure to the benefit of the heirs, successors, legal representatives, and permitted assigns of the Parties.

33. Waiver. The failure of either Party to enforce any provision of this Permit shall not be construed as a waiver of any such provision, nor prevent the enforcement of any provision. No waiver of a breach, failure of any condition, or any right or

remedy contained in or granted by the provisions of this Permit shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right, or remedy. No waiver or any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

34. Facsimile Signature. This Permit, agreements ancillary to this Permit, if any, and related documents to be entered into in connection with this Permit will be considered signed when the signature is delivered by facsimile transmission. Such facsimile signature shall be treated in all respects as having the same effect as an original signature.

35. Counterparts. This Permit, may be executed in several counterparts, and all so executed shall constitute one Permit binding on all Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart.

36. Force Majeure. No Party will be deemed in default of this Permit to the extent that performance of its obligations, or attempts to cure any breach, are delayed or prevented by reason of circumstance beyond its reasonable control, including without limitation fire, natural disaster, earthquake, accident, or other acts of God ("Force Majeure"), provided that the Party seeking to delay its performance gives the other written notice of any such Force Majeure within 15 days after the discovery, and further provided that such Party uses its good faith efforts to cure the Force Majeure. This section will not be applicable to any payment obligation of any Party.

37. Execution Required. This Permit shall be effective only when signed.

38. Headings. The headings of this Permit are included for convenience only and shall neither affect the construction or interpretation of any provision in this Permit nor affect any of the rights or obligations of this Permit.

SIGNATURES

CITY:

CITY OF TROY

By:_____ Date:_____
Matt Pryor, Mayor

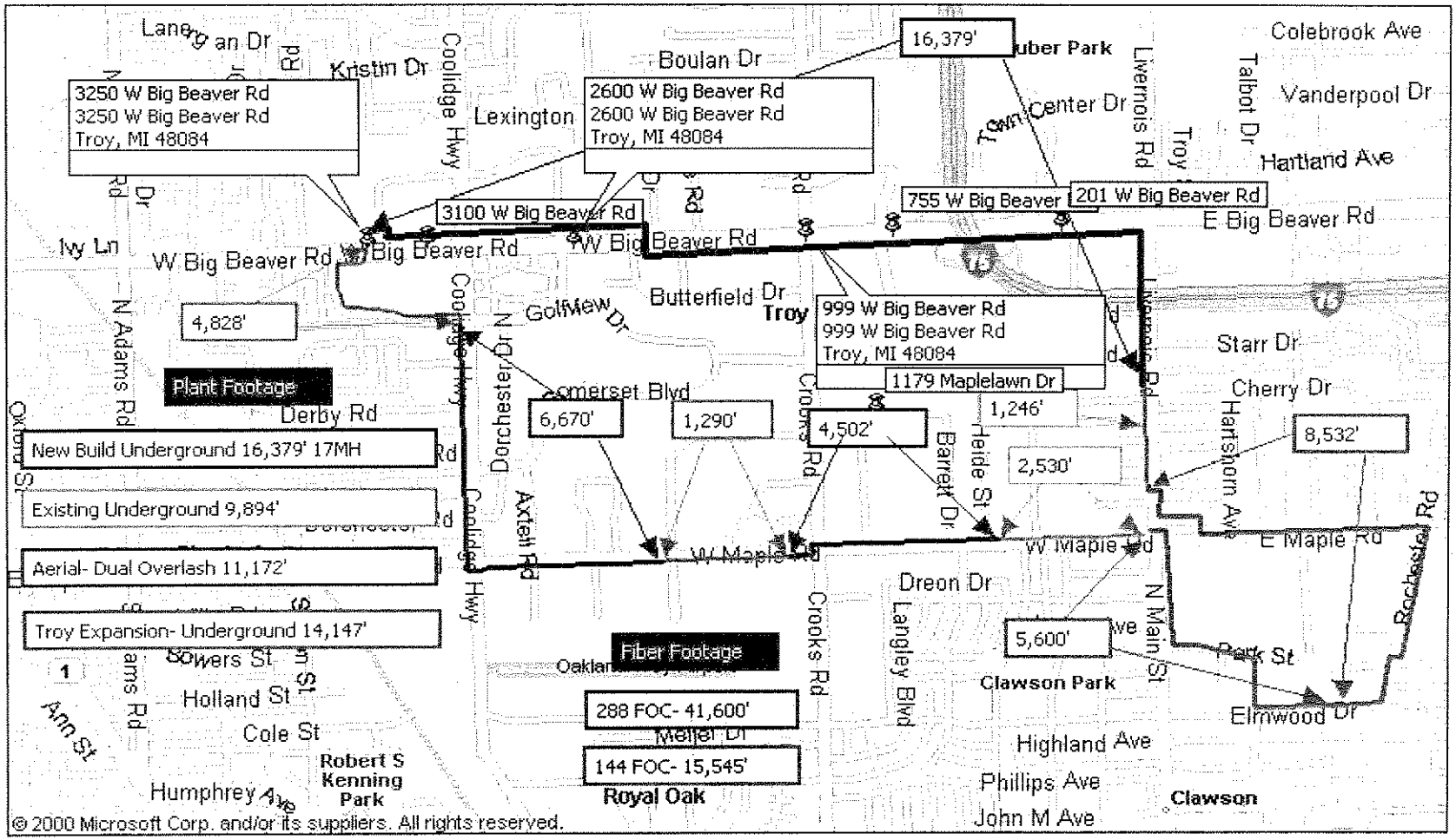
By:_____ Date:_____
Tonni L. Bartholomew

COMPANY:

METROPOLITAN FIBER SYSTEMS OF DETROIT INC.

By:_____ Date:_____

Senior Manager


3250 W Big Beaver Rd
3250 W Big Beaver Rd
Troy, MI 48084
2600 W Big Beaver Rd
2600 W Big Beaver Rd
Troy, MI 48084
16,379'
3100 W Big Beaver Rd
755 W Big Beaver
201 W Big Beaver Rd
4,828'
999 W Big Beaver Rd
999 W Big Beaver Rd
Troy, MI 48084
1179 Maplelawn Dr
1,246'
6,670'
1,290'
4,502'
2,530'
8,532'
5,600'
Plant Footage
New Build Underground 16,379' 17MH
Existing Underground 9,894'
Aerial- Dual Overlash 11,172'
Troy Expansion- Underground 14,147'
Fiber Footage
288 FOC- 41,600'
144 FOC- 15,545'
W Big Beaver Rd
E Big Beaver Rd
W Maple Rd
E Maple Rd
Coolidge Hwy
Crooks Rd
Livernois Rd
Town Center Dr
Butterfield Dr
Troy
Golfview Dr
Somerset Blvd
Dorchester Dr
Axtell Rd
Barrett Dr
Heide St
Dreon Dr
Langley Blvd
N Main St
Park St
Elmwood Dr
Clawson Park
Clawson
Highland Ave
Phillips Ave
John M Ave
Starr Dr
Cherry Dr
Hartshorn Ave
Rochester Rd
Colebrook Ave
Vanderpool Dr
Hartland Ave
Talbot Dr
Boulan Dr
Kristin Dr
Lexington
Derby Rd
N Adams Rd
Ivy Ln
Holland St
Cole St
Humphrey Ave
Robert S Kenning Park
Royal Oak
Meijer Dr
Ann St
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January 25, 2002

To: The Honorable Mayor and City Council

From: John Szerlag, City Manager
Gary A. Shripka, Assistant City Manager/Services
Jeanette Bennett, Purchasing Director
Carol Anderson, Parks and Recreation Director

Subject: Standard Purchasing Resolution 1: Award To Low Bidder – Granite Marker – Beach Road Cemetery

RECOMMENDATION

The Parks and Recreation Department recommends that Troy City Council award a contract for the purchase and installation of a granite marker for Beach Road Cemetery to the sole bidder – Fenton Memorials & Vaults, 10260 White Lake Rd., Fenton MI 48430 810-629-2822, at an estimated cost of $12,000.00.

BACKGROUND

Beach Road Cemetery is the most vandalized City cemetery. Of the fifty-nine documented graves only a handful still have markers. The remaining have been damaged beyond repair, destroyed or stolen. Staff recommends that a substantial granite marker (60"x48"x24") be engraved (see attached) with the names of all individuals known to be in the cemetery and then installed in a prominent location in the cemetery. The Troy Historical Commission has reviewed and approved the project and the list of names.

SUMMARY

Bids for the contract were opened January 24, 2002, with one company responding. Fenton Memorials & Vaults was the sole bidder and meets all specifications.

BUDGET

Funds are available to complete this project in the Municipal Grounds Cemetery Improvements Fund #401756.7974.120.

16 Bids Sent
1 Bid Rec'd

Prepared by: Ron Hynd, Landscape Analyst

CITY OF TROY
BID TABULATION
GRANITE MARKER FOR BEACH RD CEMETERY

SBP 01-51

Opening Date -- 1-24-02
Date Prepared -- 1/29/2002

VENDOR NAME:	** **FENTON MEMORIALS & VAULTS**	
PROPOSAL: Installation of one Granite Marker including foundation for Beach Road Cemetery in accordance with specifications and drawings.		
	Complete for the sum of:	
Installation of one Granite Marker:	**$ 12,000.00**	
Additional Information:		
Color Name	BARRE	
Bulk Density	166 pcf	
Absorption	0.23%	
Compressive Strength	28,000 psi	
Weight of Marker	BLANK lbs	
COMPLETION DATE:	**May 15, 2002**	
Can Meet		
Cannot Meet	3-4 MONTHS FROM DOWNPAYMENT	
INSURANCE: Can Meet	XX	
Cannot Meet		
SITE INSPECTION:		
Visited site on:		
Did not visit site:	XX	
TERMS:	$5000 PRE-PAY	
	BAL - NET 30 DAYS AFTER DELIVERY	
WARRANTY:	BLANK	
DELIVERY:	**May 15, 2002**	
EXCEPTIONS:	NEAR FULL FACE PROPOSED FOR LETTERING;	
	DUSTED PANEL	

**** DENOTES SOLE BIDDER**

ATTEST:
MaryAnn Hays
Jeffrey Biegler
Linda Bockstanz

Jeanette Bennett
Purchasing Director

G:\GRANITE MARKER SBP 01-51

AGELESS MEMORIALS
28927 7 MILE ROAD
LIVONIA MI 48152-3503

ATTN ANGEL
DIXIE CUT STONE
6128 DIXIE HWY
BRIDGEPORT MI 48722

CLARKSTON MEMORIALS
5929 S MAIN
CLARKSTON MI 48346-2356

DRYER MONUMENT COMPANY
101 N 1ST
HOLLY MI 48442-1502

FENTON MEMORIALS & VAULTS INC
10260 WHITE LAKE ROAD
FENTON MI 48430

INCH MEMORIALS
580 SOUTH MAIN ST
NORTHVILLE MI 48167

LAPEER MONUMENT CENTER
1897 N LAPEER ROAD
MAYFIELD TWP MI 49666

MARTINEK MONUMENT CO
25700 W 10 MILE ROAD
SOUTHFIELD MI

MC ININCH MONUMENTS INC
5380 DIXIE HIGHWAY
WATERFORD MI 48329

MONUMENT CENTER INC
661 E 8 MILE ROAD
FERNDALE MI 48220

NORTH AMERICAN MARKER & MONUMENT
1985 GREENMEADOW
WALLED LAKE MI 48390

RAUBAR GRANITE CO
9455 W FORT ST
DETROIT MI 48209

ROCHESTER MONUMENT SALES
339 WALNUT BLVD
ROCHESTER MI 48307

WASHINGTON MONUMENT
12065 25 MILE ROAD
SHELBY TWP MI 48315

WATERFORD MONUMENT CO
5630 PONTIAC LAKE
WATERFORD TWP MI 48327

WIETECHA MONUMENT CO
25685 W 10 MILE ROAD
SOUTHFIELD MI 48034

January 28, 2002

TO: The Honorable Mayor and City Council

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

Subject: Sole Source -
Animal Transport Unit And Accessories

RECOMMENDATION

The Police Department would like approval to purchase a Shor-Line Animal Transport Unit, Safety Door Kit, Internal Lighting and Cargo Rack from Schroer Manufacturing Company for the new Animal Control Truck. The estimated total cost for the listed equipment is $11,972.00, which includes freight. Schroer Manufacturing Co. is the sole source provider of this equipment.

BACKGROUND

The Animal Transport Unit will assist the Animal Control Unit in their efforts to transport animals in a safe manner. The existing equipment will not fit the new Animal Control vehicle that was purchased.

BUDGET

Funds for this purchase are available in the Animal Control Account #328.7978.010.

Prepared by: Lynn McDaniel, Clerk Typist

January 28, 2002

TO: The Honorable Mayor and City Council

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

Subject: Sole Source -
Animal Transport Unit And Accessories

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BUDGET

Funds for this purchase are available in the Animal Control Account #328.7978.010.

Prepared by: Lynn McDaniel, Clerk Typist

January 28, 2002

TO: The Honorable Mayor and City Council

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

Subject: Standard Purchasing Resolution 3: Exercise Renewal Option - Senior Newsletter Printing

RECOMMENDATION

On February 19, 2001, Troy City Council approved a one-year contract for printing of the senior citizen newsletter to the low bidder, Advance Print & Design, with an option to renew for one additional year (Resolution #2001-02-103-E-4). The Parks Department recommends approval of the one-year option to renew for an estimated total cost of $14,000. All terms, conditions, and pricing will remain the same expiring February 19, 2003.

SUMMARY

Advance Print and Design has offered to renew the contract for 2002 under the same provisions and pricing from 2001 as follows:

Cost to print 4200 copies per month on 60 lb. paper	$737.66
Cost for one 8 ½ insert – any color	$235.59
Cost for on 11” x 17” insert – yellow or white	$143.59
Cost for additional 100 copies	$25.00
Cost for additional 100 flyers	$20.00
Cost for additional 100 sheets 11x17	$15.00

MARKET SURVEY

The Purchasing Department has completed a favorable market survey.

BUDGET

Funds are available in the Community Center Printing Account #755.7901.

Prepared by: Carla Vaughan, Recreation Supervisor

1026 Maplelawn • Troy, MI 48084-5332
Phone: 248/649-6330 • Fax: 248/649-2302

RECEIVED
FEB 06 2002
CITY OF TROY
ASSESSING DEPARTMENT

January 15, 2002

Carla Vaughan
City of Troy
500 West Big Beaver Road
Troy, MI 48084

SUBJECT: SENIOR NEWSLETTER - CONTRACT RENEWAL

Dear Carla,

Advance Print & Design will commit to a 1 year renewal of our current existing contract with the City of Troy. All fees, terms and conditions will remain in place per your order number 20000830-000-OB.

Thank you for your support of Advance Print & Design. We look forward to a continued good relationship in 2002.

Sincerely,

Mike Parmerlee
President

Revised: 02/04/02

January 30, 2002

TO: Jeanette Bennett
Purchasing Director

FROM: Susan Leirstein, CPPB
Buyer

RE: MARKET SURVEY – SENIOR NEWSLETTER –

GRACON WESSERLING INC **MIKE KUZNIAR** **313.884.1247**
Per my conversation with Mike on Wednesday, January 30, 2002, Gracon Wesserling indicated paper was up slightly over last year, but not a tremendous change. On the average a 3-5% increase from last year could be anticipated.

DEARBORN LITHOGRAPH INC **MICHAEL MASURA** **734.464.4242**
Michael said the marketplace has been very stable. The company has acquired new equipment since last year making production more efficient.

GEMINI FORMS SYSTEMS **MARK ZGAGOWSKI** **248.650.9057**
Mark at Gemini Forms states paper prices are about the same. However, paper supply is not an issue for this project, not like copy paper.

DELTA PRINTING CO INC **MITCH MCNAMARA** **800.671.3031**
Market prices have been flat with paper prices consistent to that of last year.

SELECT GRAPHICS CORPORATION **KIMBERLY BROWN** **810.755.7700**
Jeff, Kim Brown's manager, said Select Graphics would maintain the same level of pricing. The market has not justified a price increase.

Based upon the above comments, the Purchasing Department recommends the City pursue the option to renew the contract to provide for the printing of the Senior Citizen Newsletter with the low bidder, Advance Print and Design under the same prices, terms, and conditions as the 2001 contract, expiring February 19, 2003.

CONSENT AGENDA

E-1 Approval of Consent Agenda

Resolution #2001-02-103-E-1
Moved by Pallotta
Seconded by Kaszubski

RESOLVED, That all items as presented on the Consent Agenda are hereby approved as presented with the exception of Item E-3, which shall be considered after Consent Agenda (E) items, as printed.

Yes: All-6

E-2 Closed Session

Resolution #2001-02-103- E-2

RESOLVED, That the City Council of the City of Troy shall meet in Closed Session as permitted by State Statute MCLA 15.268, Sections (d) and (e), after adjournment of this meeting.

E-4 Standard Resolution 1: Award to Low Bidder - Senior Newsletter

Resolution #2001-02-103- E-4

RESOLVED, That a contract to provide printing of the senior citizen newsletter for one year with an option to renew for one additional year is hereby awarded to the low bidder, Advance Print and Design, at unit prices contained in the bid tabulation opened January 31, 2001, a copy of which shall be attached to the original Minutes of this meeting at an estimated yearly cost of $8,851.92, plus additional charges as listed when needed.

BE IT FURTHER RESOLVED, That the optional proposal for the printing of the senior newsletter on 70 lbs offset paper is hereby rejected.

February 9, 2001

CITY OF TROY

2001 FEB 12 A 11: 04

CITY MANAGER'S OFFICE

TO: The Honorable Mayor and City Council

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

SUBJECT: Standard Resolution 1: Award to Low Bidder
Senior Newsletter

RECOMMENDATION:
Bid proposals to furnish printing of the Senior Citizen newsletter for one year with an option to renew for one additional year were opened on January 31, 2001. The Parks and Recreation Department recommends the contract be awarded to the low bidder, **Advance Print and Design, 1026 Maplelawn, Troy, MI, 48084, (248) 649-6330** at an estimated yearly cost of $8,851.92, which includes 12 issues on 60 lbs offset paper, plus additional charges as needed at unit prices contained in the attached bid tabulation dated 1/31/01.

REJECTION OF OPTIONAL PROPOSAL:
Staff recommends rejecting the optional proposal for printing of the senior newsletter on 70 lbs offset paper.

BUDGET:
Funds are available in Community Center Printing account #755.7901.

106 Bids Sent
16 Bids Rec'd
3 No Bids
2 Bids did not meet specifications

Prepared by: Carla Vaughan, Recreation Supervisor

E-4

Opening Date -- 1/31/01
Date Prepared -- 2/9/2001

CITY OF TROY
BID TABULATION
SENIOR NEWSLETTER

VENDOR NAME:	** ADVANCE PRINT & DESIGN	GRACON WESSERLING INC	DEARBORN LITHOGRAPH INC
CHECK #:	ON FILE - CURRENT SUPPLIER	#11495	#838648540
CHECK AMOUNT:	$500	$500	$500
PROPOSAL -- PRINTING THE SENIOR NEWSLETTER -- 60LB OFFSET PAPER, RECYCLED (MINIMUM 30%), CANARY YELLOW; IN ACCORDANCE WITH SPECIFICATIONS			
4200 COPIES/MONTH			
COMPLETE FOR THE SUM OF:	$ 737.66	$ 945.00	$ 1,108.00
EXTENDED YEARLY COST	$ 8,851.92	$ 11,340.00	$ 13,296.00
ADDITIONAL CHARGES:			
1) COST TO PRINT & INSERT ONE 8 1/2 X 11" FLYER, WHITE OR COLORED PAPER BLACK INK, TWO SIDED TOTAL INSERT COST/MONTH PRINTING:	$ 235.59	$ 225.00	$ 310.00
2) COST TO PRINT & INSERT ONE ADDITIONAL 11" X 17" SHEET WHICH MAY BE CANARY YELLOW OR WHITE TOTAL INSERT COST/MONTH PRINTING:	$ 143.59	$ 325.00	$ 430.00
3) COST FOR ADD'L 100 COPIES	$ 25.00 Newsletter	$ 22.00	$ 35.00
	$ 20.00 81/2x11 Insert		
	$ 15.00 11x17 Insert		
4) ADD'L COST FOR ANOTHER COLOR PAPER	$ -	$ -	$ -
OPTIONAL PROPOSAL -- PRINTING SENIOR NEWSLETTER -- 70LB OFFSET PAPER, RECYCLED (MINIMUM 30%), CANARY YELLOW; IN ACCORDANCE WITH SPECIFICATIONS		-- RECOMMEND REJECTION --	
4200 COPIES/MONTH			
COMPLETE FOR THE SUM OF:	$ 781.00	$ 995.00	$ 1,178.00
EXTENDED YEARLY COST	$ 9,372.00	$ 11,940.00	$ 14,136.00
ADDITIONAL CHARGES:			
1) COST TO PRINT & INSERT ONE 8 1/2 X 11" FLYER, WHITE OR COLORED PAPER BLACK INK, TWO SIDED TOTAL INSERT COST/MONTH PRINTING	$ 252.41	$ 235.00	$ 295.00
2) COST TO PRINT & INSERT ONE ADDITIONAL 11" X 17" SHEET WHICH MAY BE CANARY YELLOW OR WHITE TOTAL INSERT COST/MONTH PRINTING:	$ 176.48	$ 345.00	$ 475.00
3) COST FOR ADD'L 100 COPIES	$ 25.00 Newsletter	$ 26.00	$ 38.00
	$ 20.00 81/2x11 Insert		
	$ 15.00 11x17 Insert		
4) ADD'L COST FOR ANOTHER COLOR PAPER	$ -	$ -	$ -
COMPLETION SCHEDULE:			
Can Meet	XX	XX	XX
Cannot Meet			

Opening Date -- 01/31/01
Date Prepared -- 2/9/2001

CITY OF TROY
BID TABULATION
SENIOR NEWSLETTER

VENDOR NAME:	** ADVANCE PRINT & DESIGN	GRACON WESSERLING INC	DEARBORN LITHOGRAPH INC
SAMPLE PAPER:			
Included		XX	XX
Not Included	XX		
WARRANTY:	YES	YES	BLANK
TERMS:	NET 30	BLANK	NET 30 DAYS
DELIVERY/COMPLETION:	7 CALENDAR DAYS		
EXCEPTIONS:	NONE	NONE	BLANK

DMS: (No Checks)
Whitlock Business Systems
Accelerated Press Inc

NO BIDS:
3X International
West Metro Printing
Wintor-Swan Assoc LLC

** DENOTES LOW BIDDER

ATTEST:
Carla Vaughan
Linda Bockstanz
Flo Forton

Jeanette Bennett
Jeanette Bennett
Purchasing Director

G:\SeniorNewsletter 00-59

Opening Date -- 1/31/01
Date Prepared -- 2/9/2001

CITY OF TROY
BID TABULATION
SENIOR NEWSLETTER

VENDOR NAME:	GEMINI FORMS SYSTEMS	DELTA PRINTING CO, INC	SELECT GRAPHICS CORPORATION
CHECK #:	#398314074	#040020368	#272305564
CHECK AMOUNT:	$500	$500	$500
PROPOSAL -- PRINTING THE SENIOR NEWSLETTER -- 60LB OFFSET PAPER, RECYCLED (MINIMUM 30%), CANARY YELLOW; IN ACCORDANCE WITH SPECIFICATIONS			
4200 COPIES/MONTH			
COMPLETE FOR THE SUM OF:	$ 1,115.50	$ 1,265.45	$ 1,294.00
EXTENDED YEARLY COST	$13,386.00	$ 15,185.40	$15,528.00
ADDITIONAL CHARGES:			
1) COST TO PRINT & INSERT ONE 8 1/2 X 11" FLYER, WHITE OR COLORED PAPER BLACK INK, TWO SIDED TOTAL INSERT COST/MONTH PRINTING:	$ 170.75	$ 324.72	$ 305.00
2) COST TO PRINT & INSERT ONE ADDITIONAL 11" X 17" SHEET WHICH MAY BE CANARY YELLOW OR WHITE TOTAL INSERT COST/MONTH PRINTING:	$ 291.25	$ 370.22	$ 208.00
3) COST FOR ADD'L 100 COPIES	$ 24.25	$ 10.00	$ -
4) ADD'L COST FOR ANOTHER COLOR PAPER	$ -	$ -	$ -
OPTIONAL PROPOSAL -- PRINTING SENIOR NEWSLETTER -- 70LB OFFSET PAPER, RECYCLED (MINIMUM 30%), CANARY YELLOW; IN ACCORDANCE WITH SPECIFICATIONS		**-- RECOMMEND REJECTION --**	
4200 COPIES/MONTH			
COMPLETE FOR THE SUM OF:	$ 1,157.25	$ 1,341.20	$ 1,319.00
EXTENDED YEARLY COST	$13,887.00	$ 16,094.40	$15,828.00
ADDITIONAL CHARGES:			
1) COST TO PRINT & INSERT ONE 8 1/2 X 11" FLYER, WHITE OR COLORED PAPER BLACK INK, TWO SIDED TOTAL INSERT COST/MONTH PRINTING	$ 170.75	$ 324.72	$ 305.00
2) COST TO PRINT & INSERT ONE ADDITIONAL 11" X 17" SHEET WHICH MAY BE CANARY YELLOW OR WHITE TOTAL INSERT COST/MONTH PRINTING:	$ 305.15	$ 370.22	$ 243.00
3) COST FOR ADD'L 100 COPIES	$ 24.75	$ 18.00	$ -
4) ADD'L COST FOR ANOTHER COLOR PAPER	$ -	$ -	$ -
COMPLETION SCHEDULE:			
Can Meet	XX	XX	XX
Cannot Meet			

Opening Date -- 01/31/01
Date Prepared -- 2/9/2001

CITY OF TROY
BID TABULATION
SENIOR NEWSLETTER

VENDOR NAME:	GEMINI FORMS SYSTEMS	DELTA PRINTING CO, INC	SELECT GRAPHICS CORPORATION
SAMPLE PAPER:			
Included	XX	XX	XX
Not Included			
WARRANTY:	BLANK	$500	INSURED/GUARANTEED
TERMS:	NET 30	NET 30	2% - 15 DAYS; NET 45
DELIVERY/COMPLETION:	**7 CALENDAR DAYS**		
EXCEPTIONS:	BLANK	BLANK	LISTED IN BID

G:\SeniorNewsletter 00-59

Opening Date -- 1/31/01
Date Prepared -- 2/9/2001

CITY OF TROY
BID TABULATION
SENIOR NEWSLETTER

VENDOR NAME:	PRINT PRO USA INC	INTERNATIONAL MINUTE PRESS	COMPTON PRINTING CO
CHECK #:	#824541257-7	#089074	#2797506720
CHECK AMOUNT:	**$500**	**$500**	**$500**
PROPOSAL -- PRINTING THE SENIOR NEWSLETTER -- 60LB OFFSET PAPER, RECYCLED (MINIMUM 30%), CANARY YELLOW; IN ACCORDANCE WITH SPECIFICATIONS			
4200 COPIES/MONTH			
COMPLETE FOR THE SUM OF:	$ 1,581.15	$ 1,590.00	$ 1,841.00
EXTENDED YEARLY COST	$18,973.80	$ 19,080.00	$22,092.00
ADDITIONAL CHARGES:			
1) COST TO PRINT & INSERT ONE 8 1/2 X 11" FLYER, WHITE OR COLORED PAPER BLACK INK, TWO SIDED TOTAL INSERT COST/MONTH PRINTING:	$ 208.40	$ 198.39	$ 415.00
2) COST TO PRINT & INSERT ONE ADDITIONAL 11" X 17" SHEET WHICH MAY BE CANARY YELLOW OR WHITE TOTAL INSERT COST/MONTH PRINTING:	$ 183.90	398.53	$ 410.00
3) COST FOR ADD'L 100 COPIES	$ 120.95	$ 79.96	$ 31.00
4) ADD'L COST FOR ANOTHER COLOR PAPER	$ -	$ -	$ -
OPTIONAL PROPOSAL -- PRINTING SENIOR NEWSLETTER -- 70LB OFFSET PAPER, RECYCLED (MINIMUM 30%), CANARY YELLOW; IN ACCORDANCE WITH SPECIFICATIONS		**-- RECOMMEND REJECTION --**	
4200 COPIES/MONTH			
COMPLETE FOR THE SUM OF:	$ 1,688.15	$ 2,266.88	$ 1,896.00
EXTENDED YEARLY COST	$20,257.80	$ 27,202.56	$22,752.00
ADDITIONAL CHARGES:			
1) COST TO PRINT & INSERT ONE 8 1/2 X 11" FLYER, WHITE OR COLORED PAPER BLACK INK, TWO SIDED TOTAL INSERT COST/MONTH PRINTING	$ 216.40	BLANK	$ 530.00
2) COST TO PRINT & INSERT ONE ADDITIONAL 11" X 17" SHEET WHICH MAY BE CANARY YELLOW OR WHITE TOTAL INSERT COST/MONTH PRINTING:	$ 191.90	BLANK	$ 525.00
3) COST FOR ADD'L 100 COPIES	$ 132.55	BLANK	$ 32.00
4) ADD'L COST FOR ANOTHER COLOR PAPER	$ -	BLANK	$ -
COMPLETION SCHEDULE:			
Can Meet	XX	XX	XX
Cannot Meet			

Opening Date -- 01/31/01
Date Prepared -- 2/9/2001

CITY OF TROY
BID TABULATION
SENIOR NEWSLETTER

VENDOR NAME:	PRINT PRO USA INC	INTERNATIONAL MINUTE PRESS	COMPTON PRINTING CO
SAMPLE PAPER:			
Included	XX		XX
Not Included		XX	
WARRANTY:	100%	BLANK	60 DAYS
TERMS:	NET 30 DAYS	BLANK	NET 30 DAYS
DELIVERY/COMPLETION:	**7 CALENDAR DAYS**		
EXCEPTIONS:	BLANK	BLANK	LISTED IN BID

G:\SeniorNewsletter 00-59

Opening Date -- 1/31/01
Date Prepared -- 2/9/2001

CITY OF TROY
BID TABULATION
SENIOR NEWSLETTER

VENDOR NAME:	ARBOR PRESS INC	UNIVERSITY LITHOPRINTERS	
CHECK #:	#534393625	#421913204	
CHECK AMOUNT:	$500	$500	$500

PROPOSAL -- PRINTING THE SENIOR NEWSLETTER -- 60LB OFFSET PAPER, RECYCLED (MINIMUM 30%), CANARY YELLOW; IN ACCORDANCE WITH SPECIFICATIONS

4200 COPIES/MONTH			
COMPLETE FOR THE SUM OF:	$ 1,854.00	$ 1,870.00	
EXTENDED YEARLY COST	$22,248.00	$ 22,440.00	
ADDITIONAL CHARGES:			
1) COST TO PRINT & INSERT ONE 8 1/2 X 11" FLYER, WHITE OR COLORED PAPER BLACK INK, TWO SIDED TOTAL INSERT COST/MONTH PRINTING:	$ 346.00	$ 775.00	
2) COST TO PRINT & INSERT ONE ADDITIONAL 11" X 17" SHEET WHICH MAY BE CANARY YELLOW OR WHITE TOTAL INSERT COST/MONTH PRINTING:	Included	$ 170.00	
3) COST FOR ADD'L 100 COPIES	$ 40.00	$ 45.00	
4) ADD'L COST FOR ANOTHER COLOR PAPER	Included	$ -	

OPTIONAL PROPOSAL -- PRINTING SENIOR NEWSLETTER -- 70LB OFFSET PAPER, RECYCLED (MINIMUM 30%), CANARY YELLOW; IN ACCORDANCE WITH SPECIFICATIONS **-- RECOMMEND REJECTION --**

4200 COPIES/MONTH			
COMPLETE FOR THE SUM OF:	$ 1,934.00	$ 1,950.00	
EXTENDED YEARLY COST	$23,208.00	$ 23,400.00	
ADDITIONAL CHARGES:			
1) COST TO PRINT & INSERT ONE 8 1/2 X 11" FLYER, WHITE OR COLORED PAPER BLACK INK, TWO SIDED TOTAL INSERT COST/MONTH PRINTING	$ 366.00	$ 785.00	
2) COST TO PRINT & INSERT ONE ADDITIONAL 11" X 17" SHEET WHICH MAY BE CANARY YELLOW OR WHITE TOTAL INSERT COST/MONTH PRINTING:	Included	$ 170.00	
3) COST FOR ADD'L 100 COPIES	$ 44.00	$ 47.00	
4) ADD'L COST FOR ANOTHER COLOR PAPER	Included	$ -	
COMPLETION SCHEDULE:			
Can Meet	XX	XX	
Cannot Meet			

Opening Date -- 01/31/01
Date Prepared -- 2/9/2001

CITY OF TROY
BID TABULATION
SENIOR NEWSLETTER

VENDOR NAME:	ARBOR PRESS INC	UNIVERSITY LITHOPRINTERS	
SAMPLE PAPER:			
Included			
Not Included	XX	XX	
WARRANTY:	YES	BLANK	
TERMS:	30 DAYS	NET 30 DAYS	
DELIVERY/COMPLETION:		**7 CALENDAR DAYS**	
EXCEPTIONS:	N/A	LISTED IN BID	

G:\SeniorNewsletter 00-59

Mailing Name	Address Line 1	Address Line 2	City City	ST	Postal Code
ACCELERATED PRESS INC	1337 PIEDMONT		TROY	MI	48083
ADVANCE PRINT AND DESIGN	1026 MAPLELAWN DRIVE		TROY	MI	48084
ADVANCE PRINTERY	28832 JOHN R		MADISON HEIGHTS	MI	48071
ADVANCE REPRODUCTION COMPANY	5808 ST JEAN		DETROIT	MI	48213
ALLEGRA PRINT & IMAGING	1800 W MAPLE RD	SUITE 400	TROY	MI	48084-7104
ALLIED PRINTING	22438 WOODWARD AVENUE		FERNDALE	MI	48220
ALPHA SERVICES	22967 WOODWARD		FERNDALE	MI	48220
AMERICAN PRINTING SERVICES INC	4838 CLIFFSIDE DRIVE		WEST BLOOMFIELD	MI	48323
AMERICAN SPEEDY PRINTING	34266 WOODWARD AVENUE		BIRMINGHAM	MI	48009
AMERICAN SPEEDY PRINTING CENTER	28841 SOUTHFIELD ROAD		LATHRUP VILLAGE	MI	48076
AMERICAN SPEEDY PRINTING CENTER	7510 HIGHLAND RD		WATERFORD	MI	48327
ANCHOR PRINTING COMPANY	800 DENISON COURT		BLOOMFIELD HILLS	MI	48302
ANGELOSANTE PRINT & GRAPHICS	4095 EMERALD PINES DRIVE		WALLED LAKE	MI	48390
ARBOR PRESS INC	4303 NORMANDY CT		ROYAL OAK	MI	48073
ARTECH INC	26346 JOHN R		MADISON HEIGHTS	MI	48071
BAKER & MISCH	1331 LANGLEY BLVD		CLAWSON	MI	48017
BRUCE WHITE GALLERIES	1030 NORTH CROOKS STE E		CLAWSON	MI	48017
BUSINESS GRAPHIC SERVICES	2600 W BIG BEAVER ROAD - STE 450		TROY	MI	48084
CALDWELL PRINTING	33490 GROESBECK		FRASER	MI	48026
CITY PRINTING & MAILING	32039 MILTON		MADISON HEIGHTS	MI	48071
COLEMAN ASSOCIATES INC	HC48 BOX 140		PARADISE	MI	49768
COLOR SOURCE GRAPHICSS	2820 INDUSTRIAL ROW		TROY	MI	48084
COMMERCIAL GRAPHICS INC	42712 MOUND ROAD		STERLING HEIGHTS	MI	48314
CREATIVE HOUSE MARKETING	3128 WALTON BLVD PMB 162		ROCHESTER HILLS	MI	48309
CUSTOM PRINTING	32701 JOHN R		MADISON HEIGHTS	MI	48071
DE ANGELIS PRINTING	209 PARK ST		TROY	MI	48083
DEARBORN LITHOGRAPH INC	12380 GLOBE		LIVONIA	MI	48140

BID: SBP 00-50 Senior Newsletter - Printing

COMMODITY CODE: #966-57 Newsletter Printing

Mailing Name	Address Line 1	Address Line 2	City City	ST	Postal Code
DEL PRINTING	19724 NINE MILE		ST CLAIR SHORES	MI	48080
DELTA PRINTING COMPANY INC	1200 E OAKLAND		LANSING	MI	48906
EFFECTIVE MAILERS INC	28510 HAYES ROAD		ROSEVILLE	MI	48066-2314
FIRST EDITION GRAPHICS	1847 N MAIN		ROYAL OAK	MI	48073
FORMS TRAC ENTERPRISES INC	637 E BIG BEAVER ROAD		TROY	MI	48083-1425
FOX PRINTING SERVICE	23030 MOONEY		FARMINGTON	MI	48336-3222
ATTN BRIAN GRAEF	GAYLORD PRINTING	15555 WOODROW WILSON	DETROIT	MI	48238
GEMINI FORMS & SYSTEMS INC	1902 ROCHESTER INDUSTRIAL		ROCHESTER HILLS	MI	48309
GOODWILL PRINTING COMPANY	2000 W 8 MILE RD		FERNDALE	MI	48220
GRACON WESSERLING INC	20768 HARPER AVE		HARPER WOODS	MI	48225
GRAND RIVER PRINTING	22153 TELEGRAPH		SOUTHFIELD	MI	48034
HDM GRAPHICS	715 EAST MILWAUKEE		DETROIT	MI	48202
HORIZONS OF HEALTH	876 EAST SHEA BLVD STE B3A-429		SCOTTSDALE	AZ	85260
DINA FAUCHER	876 EAST SHEA BLVD STE B3A-429		SCOTTSDALE	AZ	85260
IMP PRINTING - WALLED LAKE	3718 MARTIN ROAD		WALLED LAKE	MI	48390
IMPACT GRAPHICS & PRINTING	408 OLIVER		TROY	MI	48083
INHOUSE PRINTER	1061 BADDER		TROY	MI	48083
INNOVATIVE COMPUTER SERVICES INC	P O BOX 24192		LANSING	MI	48909-4192
INTERNATIONAL MINUTE PRESS	1800 WEST FOURTEEN MILE		ROYAL OAK	MI	48073
IT UNLIMITED	29350 SOUTHFIELD		SOUTHFIELD	MI	48076
J & M REPRODUCTION CORPORATION	1200 ROCHESTER ROAD		TROY	MI	48083
JOHNSON LITHOGRAPH INC	11334 HUNT ST		ROMULUS	MI	48174
JOHNSTON LITHOGRAPH INC	11334 HUNT ST		ROMULUS	MI	48174-0424
K & H SPECIALTIES CO	4520 W WARREN		WARREN	MI	48210
KEY ADVERTISING & GRAPHICS INC	134 W UNIVERSITY SUITE 103		ROCHESTER	MI	48307
LAKESHORE PRINTING	46912 NORTH GRATIOT		CHESTERFIELD TWP	MI	48051
LASERTEC	33472 STERLING PONDS BLVD		STERLING HEIGHTS	MI	48312-5808

Mailing Name	Address Line 1	Address Line 2	City City	ST	Postal Code
LASON INC	1305 STEPHENSON HWY		TROY	MI	48083
M BESHARA & ASSOCIATES	10020 CAPITAL STREET		OAK PARK	MI	48237-3104
MALOVER INK INC	330 E MAPLE RD SUITE 1		TROY	MI	48083-2706
MANHATTAN PRINTERS & MAILERS	51132 MILANO DR		MACOMB	MI	48042
MASTRO GRAPHICS INC	1026 MAPLELAWN		TROY	MI	48084
MAYS PRINTING	15800 LIVERNOIS		DETROIT	MI	48238
METRO PRINTING SERVICE INC	1219 E LINCOLN		ROYAL OAK	MI	48067
MIAMI SYSTEMS CORPORATION	29200 SOUTHFIELD ROAD	SUITE 100-A	SOUTHFIELD	MI	48076
MORAN GRAPHICS	1888 THUNDERBIRD		TROY	MI	48084
MSX INTERNATIONAL TECHNOLOGY SERVICES	1464 JOHN A PAPALAS DR		LINCOLN PARK	MI	48146
NATIONAL REPRODUCTIONS	1907 MICHIGAN AVENUE		DETROIT	MI	48226
NEALSON BUSINESS SYSTEMS INC	21415 CIVIC CENTER DR	SUITE 116	SOUTHFIELD	MI	48076
NORTHWESTERN PRINTING COMPANY	17825 RYAN		DETROIT	MI	48212
NUTECH GRAPHICS	2660 AUBURN ROAD		AUBURN HILLS	MI	48326
OAKLAND PRINTING SERVICES, INC	1754 MAPLELAWN		TROY	MI	48084
PERFORMANCE PRINTING INC	400 SOUTH MAIN STREET		CLAWSON	MI	48017
PHOENIX PRESS	2530 INDUSTRIAL ROW		TROY	MI	48084-7035
PIP PRINTING	2551 LIVERNOIS		TROY	MI	48083
PLS	145 PIKE ST		PONTIAC	MI	48342
PLS PRINTING AND LABEL SPECIALISTS	145 E PIKE STREET		PONTIAC	MI	48342
PRINT MAX dba BCI GROUP	1734 CROOKS ROAD		TROY	MI	48084
PRINT NETWORK INC	P O BOX 1551		TROY	MI	48099-1515
PRINT SOURCE SOURCES OF MICHIGAN	2400 LONDON ROAD		TROY	MI	48098
PRINTING BY MARC	26595 FRANKLIN POINTE DRIVE		SOUTHFIELD	MI	48034
PRINTMEDIA INC	115 1/2 EAST UNIVERSITY		ROCHESTER	MI	48307
PRINTPRO	2211 COLE STREET		BIRMINGHAM	MI	48009-7073
PRINTWELL INC	26975 NORTHLINE ROAD		TAYLOR	MI	48180

Mailing Name	Address Line 1	Address Line 2	City City	ST	Postal Code
REGENCY PRINTING SERVICES	1230 W HAMLIN		ROCHESTER HILLS	MI	48309
REYNOLDS & REYNOLDS CO	24800 DENSO DRIVE STE 170		SOUTHFIELD	MI	48034
ROBOT PRINTING INC	12085 DIXIE		REDFORD	MI	48239
ROCKET IMAGING SERVICES	443 ELMWOOD DRIVE		TROY	MI	48083
ROZ & THAL DESIGN	3176 SHADYDALE LANE		WEST BLOOMFIELD	MI	48323-1854
SCHOEBER PRINTING CO	7550 CHRYSLER FREEWAY		DETROIT	MI	48211
SELECT GRAPHICS CORPORATION	24024 GIBSON		WARREN	MI	48089
SIEFERT CITY-WIDE PRINTING CO	24640 TELEGRAPH RD		SOUTHFIELD	MI	48034
SIR SPEEDY COMMERCIAL PRINTING DIVISION	1270-A RANKIN STREET		TROY	MI	48083
SOURCE BUSINESS FORMS	1195 ROCHESTER ROAD		TROY	MI	48084
SPECTRUM 3 ADVERTISING AND DESIGN	15655 KINLOCH		REDFORD TWP	MI	48239
SPEEDY PRINTING	3456 ROCHESTER RD		TROY	MI	48083
STEPHEN'S NU-AD INC	17630 E 10 MILE		EASTPOINTE	MI	48021
THE INKWELL PRINTING	2761 UNIVERSITY DR		AUBURN HILLS	MI	48326
THE PRINT FACTORY	4926 FERNLEE		ROYAL OAK	MI	48073
THE PRINT FACTORY	329 PARK STREET		TROY	MI	48083
TOTAL BUSINESS SYSTEMS, INC	30800 MONTPELIER		MADISON HEIGHTS	MI	48071
TRANSWORLD PRINTING	1179 SYLVERTIS RD		WATERFORD	MI	48328
UNIVERSITY LITHOPRINTERS	4150 VARSITY DR		ANN ARBOR	MI	48108
WEST METRO PRINTING CO	33100 INDUSTRIAL		LIVONIA	MI	48150
WHITLOCK SOLUTIONS	275 E 12 MILE RD		MADISON HEIGHTS	MI	48071-2557
WINTOR-SWAN ASSOCIATES INC	1614 CLAY AVENUE		DETROIT	MI	48211
WRIGHT COMMUNICATIONS	1233 CHICAGO		TROY	MI	48083
YATES OFFICE SUPPLY CO	18225 W 8 MILE ROAD		DETROIT	MI	48219
YOUR PRINT SHOPPE	130 FLORENCE DRIVE		TROY		48098

February 13, 2002

TO: MAYOR AND MEMBERS OF COUNCIL

FROM: LORI GRIGG BLUHM, CITY ATTORNEY

RE: M & B CONCRETE CONSTRUCTION INC. v. CLEVELAND CONSTRUCTION, INC., et. al.

The City of Troy has recently been served with a lawsuit filed by M & B Concrete Construction, Inc. against Cleveland Construction, Inc., the City of Troy, and several other defendants with an interest in the property at Cambridge Crossings #1. According to the complaint, Plaintiff M & B Concrete was a sub-contractor that installed concrete and related materials for the Cambridge Crossings Shops, on Maple Road in the City of Troy. The complaint alleges that although the concrete was finished on July 25, 2001, the general contractor on the project, defendant Cleveland Construction, Inc., still owes $15,686.15 to M & B Concrete. The complaint requests that any and all interests and liens claimed against the subject property are inferior and subordinate to M & B's construction lien.

The City Attorney's Office will file protect the interests of the City in this matter, absent objection from City Council.

Approved, SCAO

Original - Court
1st copy - Defendant

02-038145-CK

JUDGE EDWARD SOSNICK
M&B CONCRETE vs CLEVELAND CC

STATE OF MICHIGAN
JUDICIAL DISTRICT
SIXTH **JUDICIAL CIRCUIT**
COUNTY PROBATE

SUMMONS AND COMPLAINT

Court address
1200 N. Telegraph Road, Bloomfield Hills, MI 48302-0845

Court telephone no.
(248) 858-0582

Plaintiff name(s), address(es), and telephone no(s).
M & B Concrete Construction, Inc.
3714 Elizabeth Lake Road
Waterford, MI 48328

v

Defendant name(s), address(es), and telephone no(s).
CLEVELAND CONSTRUCTION, INC., ET AL.
City of Troy
500 W. Big Beaver Road, Troy, MI 48084

Defendant 9 of 13

Plaintiff attorney, bar no., address, and telephone no.
Stanley W. Kurzman P16308
1263 W. Square Lake Road, Suite 102
Bloomfield Hills, MI 48302-0845
(248) 335-7140

SUMMONS **NOTICE TO THE DEFENDANT**: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. YOU HAVE 21 DAYS after receiving this summons to file an answer with the court and serve a copy on the other party or to take other lawful action (28 days if you were served by mail or you were served outside this state).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued	This summons expires	Court clerk
FEB 07 2002	MAY 0 9 2002	G. WILLIAM CADDELL

*This summons is invalid unless served on or before its expiration date.

COMPLAINT ***Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.***

Family Division Cases

☐ There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.

☐ An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in _____ Court.

The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.

General Civil Cases

☑ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint/

☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in _____ Court.

The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.

VENUE

Plaintiff(s) residence (include city, township, or village)	Defendant(s) residence (include city, township, or village)
Waterford, Oakland County, Michigan	Troy, Oakland County, Michigan

Place where action arose or business conducted
Royal Oak, Oakland County, Michigan

I declare that the **complaint information above and attached** is true to the best of my information, knowledge, and belief.

01/24/2002
Date

Signature of attorney/plaintiff

If you require special accommodations to use the court because of disabilities, contact the court immediately to make arrangements.

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

RECEIVED FOR FILING
OAKLAND COUNTY CLERK
'02 FEB -7 A8:33
BY
DEPUTY COUNTY CLERK

M & B CONCRETE CONSTRUCTION, INC.,
a Michigan corporation,

Plaintiff,

-v-

No.
Hon.

02-038145-CK
OAKLAND COUNTY JUDGE EDWARD SOSNICK
M&B CONCRETE vs CLEVELAND CC

CLEVELAND CONSTRUCTION, INC., an Ohio corporation, JOHN SMALL , an individual, KEITH ZEIGLER, an individual, JAMES SMALL, an individual, MARK SMALL, an individual, CAMBRIDGE CROSSING SHOPS, # 1, LLC, a Michigan Limited Liability Corporation, KEYBANK NATIONAL ASSOCIATION, a Michigan corporation, WAL-MART REAL ESTATE BUSINESS TRUST, an Arkansas Trust, CITY OF TROY, a Michigan municipality, GIANNOLA MASONRY COMPANY, a Michigan corporation, MECHANICAL HEATING & COOLING, INC., a Michigan corporation, WOLF MECHANICAL, INC., a Michigan corporation, and MAS ELECTRICAL SERVICES, INC., a Michigan Corporation, jointly and severally,

Defendants.

COMPLAINT

STANLEY W. KURZMAN (P16308)
Attorney for Plaintiff
1263 W. Square Lake Rd., Ste. 102
Bloomfield Hills, MI 48302
(248) 335-9431 / Fax (248) 338-8188

There is no other action between the parties arising out of the same transaction or occurrence as alleged in this complaint pending in this court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action, not between these parties, arising out of the same transaction or occurrence as alleged in this complaint that it is either pending or was previously filed and dismissed, transferred, or otherwise disposed of after having been assigned to a judge in this court.

COMPLAINT

GENERAL ALLEGATIONS

PLAINTIFF, M & B Concrete Construction, Inc., ("M & B"), by and through its attorney, Stanley W. Kurzman, for its complaint, states as follows:

1. M & B is a Michigan corporation engaged as a concrete contracting firm within the construction industry, with their principal place of business in Waterford, Oakland County, Michigan.

2. Defendant, Cleveland Construction, Inc. ("Cleveland"), is an Ohio Corporation in good standing, also licensed with the State of Michigan's Corporation Division, located in Mentor, Ohio, and doing business within the venue of this Court.

3. Defendant John Small, upon information and belief, is, or at all times relevant to this lawsuit, the President of Cleveland.

4. Defendant, Keith Zeigler, upon information and belief, is, or at all times relevant to this lawsuit was, the Vice-President of Cleveland.

5. Defendant, James Small, upon information and belief, is, or at all times relevant to this lawsuit was, the Secretary of Cleveland.

6. Defendant, Mark Small, upon information and belief, is, or at all times relevant to this lawsuit was, the Treasurer of Cleveland.

7. Defendant Cambridge Crossing Shops # 1, LLC, is a Michigan limited liability corporation in good standing located in West Bloomfield, Oakland County, Michigan, and doing business within the venue of this Court.

8. Defendants, Keybank National Association, Wal-Mart Real Estate Business Trust,

the City of Troy, Giannola Masonry Company, Mechanical Hearing and Cooling, Inc., Wolf Mechanical, Inc. and MAS Electrical Services, Inc., hold an interest in the property subject to this litigation and are included as a party to this action pursuant to MCL 570.1117(4).

9. The amount in controversy does not exceed $25,000.00, but this action is, in part, for the foreclosure of a construction lien.

COUNT I - ACCOUNT STATED

10. M & B, at Cleveland's request, supplied Cleveland with the installation of concrete and related materials, for improvements to the real property owned by defendant Cambridge Crossing Shops # 1, LLC.

11. There is due and owing M & B for the aforementioned materials, over and above all legal set-offs, the sum of $15,686.15, which amount, despite demand, Cleveland has neglected to pay.

12. Attached hereto and incorporated hereat, is an Affidavit of Account Stated pursuant to MCL 600.2145, and Statement of Account.

COUNT II - CONTRACT CLAIM

13. M & B incorporates, as fully as though set out hereat, the allegations contained in paragraphs 1 through 12 of this complaint.

14. On or about November 13, 2000, M & B entered into a contract with Cleveland, pursuant to which M & B was to furnish Cleveland with labor and related materials in connection with a construction project on which Cleveland was performing. Exhibit A.

15. In accordance with the contract, M & B began furnishing said labor and materials to Cleveland on or about November 13, 2000, and completed deliveries on or about July 25, 2001.

16. M & B performed all its obligations under the contract and rendered to Cleveland

invoices for labor and materials furnished upon account.

17. M & B has periodically forwarded to Cleveland a copy of the statement of Cleveland's account, reflecting all charges and credits, if any, to which Cleveland has made no objection or complaint.

18. The balance due M & B from Cleveland for materials furnished for which payment has not been received is $15,686.15.

19. The failure of Cleveland to challenge or otherwise object to the statements forwarded by M & B within a reasonable time has rendered the account an account stated which is conclusive between the parties except for fraud and/or mistake.

20. Despite repeated demands by M & B, Cleveland has wholly failed and neglected to pay the outstanding indebtedness to M & B.

COUNT III - QUANTUM MERUIT

21. M & B incorporates, as fully as set out hereat, the allegations contained in paragraphs 1 through 20 of this complaint.

22. The reasonable value of the labor and materials furnished by M & B to Cleveland for which payment has not been received is $15,686.15.

23. By non-payment, Cleveland has and will continue to be unjustly enriched to the extent of the reasonable value of the labor and materials provided by M & B.

WHEREFORE, M & B demands judgment against Cleveland Construction, Inc. on Counts I through III, in the amount of $15,686.15, plus costs, interest and reasonable attorney fees.

COUNT IV - BUILDERS TRUST FUND

24. M & B incorporates, as fully as though set out hereat, the allegations contained in paragraphs 1 through 23 of this complaint.

25. M & B supplied labor and materials to Cleveland for incorporation into the hereinbefore described construction project on which Cleveland was performing, and there remains due and payable to M & B from Cleveland, over and above all set-offs, the sum of $15,686.15.

26. Upon information and belief, Cleveland received payment for the labor provided and materials supplied on said project.

27. The payments received by Cleveland were subject to the statutory trust fund as defined by PA 1931, No. 259, MCL 507.151 et. seq., commonly known as the Builders Trust Fund Act.

28. M & B is a laborer and a materialman as defined by the Builders Trust Fund Act.

29. Upon information and belief, Cleveland retained and/or used the payments received as hereinbefore set forth for purposes other than to first pay M & B.

30. Cleveland is liable to M & B in an amount equal to the amount appropriated by Cleveland for purposes other than first paying M & B as required by the Builders Trust Fund Act.

31. Defendants, John Small, Keith Zeigler, James Small and Mark Small, as officers, directors and/or shareholders of Cleveland are individually liable to M & B in an amount equal to the amount appropriated by Cleveland for purposes other than first paying M & B as required by the Builders Trust Fund Act.

WHEREFORE, M & B demands judgment against Cleveland Construction, John Small, Keith Zeigler, James Small and Mark Small on Count IV, jointly and severally, in the amount of $15,686.15, plus costs, interest and reasonable attorney fees.

COUNT V - LIEN FORECLOSURE

32. M & B incorporates, as fully as though set out hereat, the allegations contained in paragraphs 1 through 31 of this complaint.

33. According to the records of the Oakland County Register of Deeds, Cambridge Crossing Shops # 1, LLC is the owner of a parcel of land situated in the City of Royal Oak, County of Oakland, State of Michigan, which is the subject of this litigation and more particularly described as:

> T1N, R11E, SEC 7 PART OF SEC BEG AT PT DIST S 89-37-00 E 1968.49 FT & S 01-13-00 W 60.01 FT FROM NW SEC COR, TH S 89-37-00 E 1948.44 FT TO E LINE OF 'BROADACRES SUB', TH S 03-07-19 W 717.16 FT, TH S 89-42-23 E 420.12 FT, TH S 57-05-19 W 185.41 FT, TH S 89-34-48 E 150.55 FT, TH S 03-07-19 W 143.14 FT, TH N 89-34-48 W 361.21 FT, TH S 57-05-19 W 73.22 FT, TH S 03-07-19 W 712.07 FT TO SW COR OF 'JUDSON BRADWAY'S WOODWARD-MONNIER SUB', TH S 03-51-34 W 483.61 FT TO SW COR OF 'FANNIE ACRES SUB', TH S 57-11-31 W 50.97 FT, TH S 03-07-19 W 270.62 FT TO CEN LINE OF VAC ALLEY, TH N 88-51-13 W 718.81 FT, TH S 03-07-19 W 100 FT, TH N 88-38-41 W 25.05 FT, TH N 03-07-19 E 110 FT TO N LINE OF VAC ALLEY, TH N 88-38-41 W 80.04 FT TO W LINE OF TYLER AVE, TH S 02-07-19 W 10 FT TO CEN LINE OF VAC ALLEY, TH N 88-51-13 W 75.05 FT, TH S 03-07-19 W 100 FT, TH N 88-51-13 W 40 FT, TH N 88-50-11 W 875.46 FT TO E LINE OF 'PRAIRIE LAWN ACRES', TH N 01-13-00 E 2567.85 FT TO BEG EXC S 839.73 FT OF W 400 FT THEREOF, ALSO EXC FOL LOTS IN 'BROADACRES SUB'LOTS 111 TO 118 INCL, W 75 FT OF LOTS 119 TO 126 INCL, ALL OF LOTS 143 TO 158 INCL,E 55 FT OF LOTS 246 TO 253 INCL & ALL OF LOTS 254 TO 261 INCL & 1/2 OF VAC GARDNER AVE LYING ADJ TO SD EXCEPTED LOTS OF 'BROADACRES SUB', ALSO EXC BEG AT PT DIST S 776.49 FT FROM NE COR OF 'BROADACRES SUB', TH SLY 96.50 FT, TH ELY 278 FT, TH NELY 176 FT ALG NWLY LINEOF 'JUDSON BRADWAY'S WOODWARD MONNIER SUB', TH WLY 420.29 FT TO BEG, ALSO THAT PART OF VAC TYLER AVE ADJ TO LOT 336, ALSO THAT PART OF 1/2 OF VAC ALLEY ADJ TO LOT 342 OF 'BROADACRES SUB' 9/15/89 FR 001, 002, 003, 023, ALSO 180-005, ALSO 229-020

34. On or before November 13, 2000, M & B entered into a contract as alleged in Count II of this complaint, under which contract M & B was to furnish labor and related materials to Cleveland in connection with the improvements upon the real property hereinbefore described.

35. In accordance with its contract, M & B furnished all materials in good condition, completed delivery of said materials and otherwise fulfilled all of its requirements under the terms and conditions of the contract, with said materials being accepted by Cleveland and Cambridge Crossing.

36. The delivery of materials required by the contract were first made on November 13, 2000, and the last on July 25, 2001.

37. On July 20, 2000, M & B served a Notice of Furnishing by mailing same, U.S. Certified Mail, Return Receipt Requested and with postage fully prepaid thereon to the parties as set forth in the Proof of Service of Notice of Furnishing attached hereto.

38. On October 5, 2001, M & B recorded in the office of the Oakland County Register of Deeds, Liber 23794, Page 839, a Claim of Lien being duly verified and setting forth the sum of $15,686.15, the balance due M & B for the labor and materials supplied in accordance with its contract with Cleveland. The Claim of Lien and Proof of Service of Notice of Furnishing is attached hereto as Exhibit "B."

39. On October 9, 2001, M & B served a copy of the Claim of Lien and Proof of Service of Notice of Furnishing upon Cleveland Construction, Cambridge Crossing, Wal-Mart Real Estate Business Trust and Seaver Title by mailing same, U.S. Certified Mail, Return Receipt Requested. A copy of the Proof of Service of Claim of Lien is attached hereto as "Exhibit C."

40. There is justly due and owing by Cleveland to M & B, over and above all legal claims and set-offs, the sum of $15,686.15 in connection with the construction and improvements to the real property hereinbefore described.

41. Despite demand, no payment has been made on said debt.

42. In accordance with the Michigan Statutes, M & B is entitled to and has a valid lien upon the premises and improvements thereon, which has not been paid, satisfied, discharged, released or relinquished in any manner by M & B, and this complaint is filed to enforce and foreclose said lien.

43. Any and all interests claimed against the subject property are inferior and subordinate to M & B's construction lien except other valid construction liens, if any.

44. M & B is without remedy to foreclose its lien except in this civil action pursuant

to the Michigan Statutes and Court Rules.

WHEREFORE, M & B prays as follows:

A. That all parties be required to answer this complaint.

B. That this court determine that the amount due and owing to M & B for materials furnished is $15,686.15 and decree that M & B has a valid and enforceable construction lien for that amount upon the real property hereinbefore described and the improvements thereon.

C. That Cleveland be held liable for the amount due and owing and be ordered to pay forthwith to M & B that amount plus interest, costs and reasonable attorney fees.

D. That this court determine the rights, claims, liens and priorities of the various parties to this action.

E. That upon default of the payment of the said amount, together with interest, costs and attorney fees, this court order the described premises and improvements thereon to be sold in accordance with the Michigan Statutes governing the foreclosure of construction liens, and the proceeds therefrom to be applied to the payment of such amounts to M & B.

F. That upon such sale, the equity of redemption be forever foreclosed.

G. That in the event the proceeds derived from the sale of the property and improvements thereon are insufficient to satisfy the amount found to be due and owing M & B, then Cambridge Crossing Shops # 1 LLC be held liable for any deficiency and that execution and garnishment be issued against Cambridge Crossing Shops # 1 LLC to cover such deficiencies.

H. That in the event there are no bidders at any sale of the property and improvements thereon, M & B may proceed by writ of execution for recovery of the full amount of the decree.

I. That the construction lien of M & B and other valid construction liens, if any, be decreed to have priority over all other mortgages and encumbrances upon any interest in the property and improvements thereon.

J. That M & B have such other and further relief as this court may find to be just and equitable, including the appointment of a receiver, if necessary.

KURZMAN & ASSOCIATES, P.C.

By:_____

Stanley W. Kurzman (P16308)
Attorney for Plaintiff
1263 W. Square Lake Road, Ste. 102
Bloomfield Hills, MI 48302
(248) 335-9431

Dated: January 24, 2002

AFFIDAVIT OF ACCOUNT STATED

STATE OF MICHIGAN
COUNTY OF OAKLAND

Stanley W. Kurzman, being duly sworn, deposes and says:

1. That affiant is competent to testify; that the facts herein are based upon affiant's personal knowledge except as to those matters stated to be upon information and belief and as to those matters affiant believes them to be true and that if called to testify, affiant would testify in accordance with the facts herein set forth.

2. That he makes this affidavit on behalf of Plaintiff.

3. That the books and records of Plaintiff show that there is due and owing to Plaintiff from The Cleveland Corporation, on account stated, over and above all legal setoffs the sum of $15,686.15.

4. That this affidavit is made pursuant to MCL 600.2145.

FURTHER DEPONENT SAYS NOT.

Stanley W. Kurzman

Subscribed and sworn to before me
this 24th day of January , 2002.

Jennifer Meagher, Notary Public
Oakland County, Michigan
My commission expires: 3/29/02

EXHIBIT A

TO

M & B CONCRETE CONSTRUCTION, INC.

V

CLEVELAND CONSTRUCTION, INC.

FILE

SUBCONTRACT AGREEMENT

COST CODE:03-300-SCS

AGREEMENT, made as of the Twenty-eighth day of April, in the year Two Thousand

between the Contractor, Cleveland Construction, Inc. here in referred to as C.C.I., located at 8620 Tyler Blvd., Mentor, Ohio 44060

A.D. 5-18-00 OK

and the Subcontractor: M&B Concrete Construction, Inc.
3110 ~~371~~ Elizabeth Lake Road
Waterford, MI 48238

The Contractor has made a contract dated December 8, 1999, with the Owner:

Cambridge Crossings Shops #1, L.P.C.
6960 Orchard Lake Rd., Suite 200
West Bloomfield, MI 48322

for the following Project: The Shops at Cambridge Crossings and
Wal-Mart Store No. 2873
Troy, Michigan

(The "Construction Contract"), is incorporated here in by reference and made a part hereof (exclusive of the provisions thereof defining C.C.I.'s Contract Price or fee). Said Contract includes the Agreement between C.C.I. and the Owner and all documents forming part of the contract (collectively the "Contract Documents"), including, to the extent included in the Owner-C.C.I. Contract and without implied limitations, the invitation to bid, pre-contract bulletins, general and special conditions, drawings, plans, specifications and all addenda thereto.

2. **INVESTIGATION OF SITE**

Subcontractor warrants that it has made such investigation and inspection (including any required by the Contract Documents) as to the nature and location of the Work and the general local conditions at the Construction Site including, the character of the surface and subsurface conditions or obstacles to be encountered on, under and around the Site as are necessary to determine the difficulty and cost to Subcontractor of properly performing the Work. C.C.I. is not responsible for any interpretations or conclusions with respect thereto made by Subcontractor on the basis of information made available to Subcontractor by C.C.I. unless C.C.I. has specifically assumed liability with respect to such information in this Agreement.

3. **EXAMINATION AND INTERPRETATION OF CONTRACT DOCUMENT**

3(a) Subcontractor acknowledges that it has had full opportunity to examine a copy of the Contract Documents (other than provisions relating to the contract price or fee payable to C.C.I.) which are available to it at C.C.I.'s general offices, Mentor, Ohio.

3(b) Subcontractor shall be bound by all interpretations of the Contract Documents by Owner or it's representatives furnished to it by C.C.I., which are binding upon C.C.I.

3(c) Subcontractor, prior to beginning work, shall notify C.C.I. of any claimed deficiencies, discrepancies, ambiguities or errors in the Contract Documents or substitute materials (including "or equal" materials) without C.C.I.'s prior consent.

3(d) Plan deviations and material substitutions desired by Subcontractor shall be submitted (in writing only) to C.C.I. for approval by Owner, and if approved by Owner, shall be Subcontractor's sole responsibility. Subcontractor shall be liable for any additional cost to C.C.I. or costs resulting from such deviations and substitutions.

3(e) The provisions of this Agreement shall take precedence as to the extent of any conflict with the provisions of the Contract Documents.

RECEIVED
MAY 25 2000
Cleveland Construction, Inc.

4. **GENERAL SCOPE OF WORK**

4(a) Subcontractor shall furnish all equipment, materials, and labor, and perform all work and services described in Article 43 of this agreement (the "Work") in accordance with the requirements hereof and of the Contract Documents in a manner completely acceptable to C.C.I. and Owner (including, without limitation, whether or not specified in the Contract Documents, the furnishing at the Construction Site or elsewhere, as required, for all tools, equipment, scaffolding, supplies, molds, patterns, drawings, measurements, and incidental labor, and doing all cutting, blocking, patching and cleaning, as needed in order to make Subcontractor's performance complete and acceptable), for the Contract Price or Prices stated in Paragraph 44 together with any and all safety equipment, supplies and/or materials necessary for the Subcontractor, its employees and/ persons or persons performing work on the Construction Site to perform such work in compliance with the Rules promulgated by the Occupational Safety and Health Administration and/or any state or local safety regulations and/or requirements.

4(b) Subcontractor assumes and shall perform all of C.C.I.'s obligations to Owner and others under the Contract Documents relating to the work to be performed by Subcontractor.

4(c) The terms "Work", "Subcontractor's Work" or "Work to be performed by Subcontractor" as used in this Agreement mean any and all of the forgoing set forth in this Paragraph 4.

5. **PERMITS, LICENSES AND COMPLIANCE WITH LAW**

Subcontractor, at its expense, shall secure and keep in effect, all licenses, ~~permits~~ and ~~inspection~~ certificates pertaining to the work, and shall pay all installation, connection and use fees applicable to its Work. Subcontractor shall comply and require its employees, suppliers and Subcontractors to comply with all laws, ordinances, rules and regulations of governmental bodies and recommendations of insurance underwriters with respect to the Project. Subcontractor shall indemnify and hold harmless C.C.I. from any and all losses, costs, expenses, and/or claims arising from breach of this covenant. Such indemnification for breach of this provision shall specifically include, among other things, attorney fees as may be paid by C.C.I. resulting from Subcontractor's breach of this covenant.

6. **TAXES**

Subcontractor shall timely file all required tax returns with, and pay when due, all taxes owing to each governmental body applicable to the Work hereunder and to the wages of its employees for services in connection herewith (including, without limitation, sales, use, gross receipts and excise taxes and unemployment and FICA taxes.)

7. **WORKERS' COMPENSATION**

7(a) Subcontractor, at its expense, shall fully comply with the workers compensation laws, rules and regulations of each state in which work is to be performed pursuant to the terms of this agreement together with all laws, rules and regulations as they relate to the health, safety and welfare of Subcontractors employees and other persons.

7(b) In addition to the obligations imposed under Paragraph 5 hereof, Subcontractor, at its expense shall purchase from insurance carriers acceptable to C.C.I. and keep in effect until the final acceptance of the Subcontractor's Work, and if thereafter applicable, Workers Compensation Insurance Coverage with coverage in an amount not less than $1,000,000.00 combined single limit, or in such greater amounts as may be required by C.C.I. or the Contract documents. Any such policy shall include an endorsement that the policy shall not be canceled or materially altered without the prior written consent of C.C.I.

7(c) Subcontractor shall provide to C.C.I. compliance certificates, certificates of insurance and/or any other documents required to evidence compliance with Paragraph 7 hereof. No work shall commence by the Subcontractor until Subcontractor is in full compliance with the terms of Paragraph 7 hereof.

7(d) Subcontractor shall indemnify and hold harmless C.C.I. from any and all losses, costs, expenses, damages, and claims, included but not limited to attorneys fees, for injuries to, death of or damage to the property of Subcontractor's employees arising out of and related to the work performed by the Subcontractor's and/or its employee(s) on the Project. It is expressly agreed and understood that any provision of any Workers Compensation Law and/or other laws or regulations to the contrary is expressly waived by the Subcontractor. In the event that a claim, cause of action or litigation is asserted against C.C.I. by Subcontractor's and/or its employee(s) for losses, expenses, damages and claims for damages arising out of injuries, death, or damage to property suffered or incurred by the Subcontractor's employee arising out of or relating to the employee's performance of his or her work on the Project, Subcontractor shall further defend and hold C.C.I. harmless from any and all costs, damages, expenses, attorneys fees and /or other damages incurred by C.C.I. arising out of or relating to such claim, action, cause of action and/or litigation.

8. **INSURANCE**

8(a) Subcontractor, at its expense, shall keep in effect (and furnish C.C.I. certificates that it has in effect) until the final acceptance of its Work, and thereafter as applicable, with insurance carriers acceptable to C.C.I., and shall fully comply with the requirements of:

1. Fire and extended coverage insurance on; (a) Subcontractor's equipment and sheds and its employees' tools and clothing at the Construction Site, in an amount equal to the full insurable value thereof, and (b) materials and equipment, if any, not delivered to the Construction Site on account of which partial payments of the Contract Price have been made in an amount equal to the greater of such partial payments or the amount which will prevent Subcontractor from becoming a co-insurer.

2. Comprehensive public liability and property damage insurance.

3. Comprehensive owned, non-owned and hired automobile liability insurance; and

4. Other insurance required by the Contract Documents.

8(b) The liability insurance required by this article shall provide limits of at least $3,000,000.00 combined single limit, or such greater amounts as are required by the Contract Documents, and shall name C.C.I. as additional insured.

8(c) The liability insurance required by this Article shall include the contractual liabilities assumed by Subcontractor, pursuant to Article 4, and shall not exclude blasting, explosions, demolition injury to underground facilities and collapse or structural injury to any building due to excavation, pile driving, shoring or underpinning.

8(d) Subcontractor hereby expressly and fully releases C.C.I. from any and all liability for damage to or destruction of property to be covered by the policies required by this article.

8(e) Subcontractor shall include an endorsement on any policy required by this article that expressly waives the insurance carrier's right to subrogation against C.C.I. and/or the owner.

8(f) Subcontractor shall include an endorsement that such policy shall not be canceled or materially altered without thirty- (30) day's prior written notice to C.C.I.

8(g) Subcontractor shall carry completed Operations Insurance for the Work for twelve (12) months after acceptance by Owner, or such longer period as may be required by the Contract Documents.

8(h) C.C.I. or Owner may purchase or maintain Builder's Risk Insurance, covering all materials and equipment which has or will become or is destined to become a part of the Work. Such insurance shall include the perils of fire, extended coverage, vandalism, and malicious mischief, and so called "All Risk" perils (including flood and earthquake) as defined and limited in the policy or policies. It is specifically agreed that neither C.C.I. nor the Owner is liable for the Subcontractor's loss of material and equipment due to theft, burglary or mysterious disappearance. Any Builders Risk Insurance and/or other policies of insurance obtained by the Owner or C.C.I. shall not provide coverage for or insure expenses and/or losses for Subcontractor's damage to the work of others and/ or for expenses and/or losses incurred by the Subcontractor for tools, equipment or scaffolding or any other equipment and/or property of Subcontract which has not been or will not be incorporated into the Project and/or consumed or expended during the performance of the Subcontractor's work on the Project. It is expressly agreed and understood that any policy or policies of insurance obtained by the Owner or C.C.I. as provided in this Article shall not extend to any losses, expenses or damages incurred by any material supplier to, any employee of and/or subcontractor to the Subcontractor and that any such loss or damage to such property is Subcontractor's sole responsibility. In the event that either C.C.I. or the Owner shall purchase and/or obtain insurance as provided in this Article, the deductible for each loss, claim or expense shall not exceed $50,000.00. It is expressly agreed and understood, that in the event Subcontractor shall make a claim for an insurable loss under the policy(ies) provided herein, the Subcontractor shall be liable for the deductible portion of any such loss directly and in no event shall C.C.I. or the Owner be liable to the Subcontractor or Insurer for the payment of any such deductible portion.

9. **INDEMNITY**

Subcontractor shall indemnify, defend and hold C.CI. harmless from any and all (a) losses, costs, expenses, damages, and claims (including, without limitation, attorneys' fees) arising out of or related to any injury to, death of, or damage to the property of any person (including, without limitation, the public) caused or alleged to have been caused by any act or failure to act of Subcontractor, its employees, successors, assigns, or its subcontractors, or any other person performing any part of the Work hereunder, and (b) contractual obligations assumed by C.C.I. in the Contract Documents which indemnify, defend and hold harmless the Owner from liability arising out of or related to any injury to, death of, or damage of the property of any person, including, without limitation, employees of the Subcontractor, (1) caused or alleged to have been caused by any act or failure to act by the Owner or Owner's representatives or (2) caused or claimed to have been caused by any act or failure to act by the Subcontractor, or its subcontractors. It is expressly agreed and understood that the provisions of any Worker's Compensation Laws or any other laws which limit or attempt to limit the indemnification set forth in this provision are expressly waived by the parties and shall have no effect upon the obligations created herein.

10. **ACCIDENT REPORTS**

Subcontractor shall provide written notification of any and/or all injuries, death and/or damage to personal property suffered by its employees and/or involving any of its employees in any manner. Such written notice shall be provided within twenty-four (24) hours of the occurrence of each such incident.

11. **BOND**

Subcontractor, at its sole expense, shall deliver to C.C.I. and keep in effect until final acceptance of its Work, a 100% performance and payment bond in the principal amount of the Contract Documents. Any such bond required under this provision shall be provided by a surety acceptable to C.C.I. and in a form acceptable to C.C.I. **(Note Item 43.2)**

12. **ACCEPTANCE OF PRECEDING WORK**

Subcontractor, before beginning work, shall examine the work of others, which may affect its work, and shall notify C.C.I. in detail of any claimed defects or deficiencies therein, which may affect Subcontractors Work. If such notice is not so given, all such work shall be deemed acceptable to Subcontractor. In case of dispute as to whether such other work is defective or deficient, Subcontractor nevertheless shall proceed immediately with its Work when notified by C.C.I. to proceed. However, such notice to proceed must be issued by C.C.I.'s Sr. Vice President to be binding upon C.C.I. for the purpose of extended liability.

13. **TIME OF PERFORMANCE AND TIME SCHEDULE**

13(a) Time is of the essence in this Agreement. Subcontractor shall keep itself informed as to the progress of the work of others and shall be prepared to commence its work promptly upon notice from C.C.I., and shall perform its work promptly thereafter. In no event shall the Subcontractor delay C.C.I., or any other prime contractor or persons performing work at the Construction Site.

13(b) Subcontractor shall begin and complete the various parts of its Work in accordance with the time schedule (and all modifications thereof) which are delivered by C.C.I. to Subcontractor. In the event a time schedule is not delivered, the Subcontractor shall begin and complete the various parts of the work in accordance with the directions from time to time delivered by C.C.I. to Subcontractor. If Subcontractor fails to perform any phase of its Work in accordance with any such time schedule or directions, then, upon notice by C.C.I., Subcontractor, shall, at its sole expense, schedule such overtime work or make such increase in its working forces, or both, as required or directed by C.C.I, which may, in the sole opinion of C.C.I, be necessary to promptly cure the Subcontractor's failure to comply with the time schedule or directions.

13(c) If C.C.I. directs Subcontractor to schedule overtime work which is not otherwise required by this Agreement and such direction was not issued by C.C.I. pursuant to the provisions of Paragraph 13(b), Subcontractor will be entitled to an increase in the Contract Price in an amount not to exceed the premium time wages paid to its employees, together with taxes and insurance paid thereon. Any amounts recoverable under this provision shall exclude any payment for overhead and profit unless specifically authorized by C.C.I.

14. EXTENSIONS OF TIME

14(a) In the event Subcontractor is delayed in the performance of its work by (1) an unreasonable act or omission to act of C.C.I., or its other subcontractors, or (2) any other cause beyond Subcontractor's reasonable control which would entitle C.C.I to an extension of time under the Contract Documents (herein referred to as a "delay from other causes"), and if Subcontractor provides C.C.I notice of its claim for an extension of time within two (2) working days after commencement of such delay; C.C.I., subject to such approval as may be required from Owner, shall grant to Subcontractor an equitable extension of time for the completion of that portion of the Work delayed. In the event Subcontractor is delayed in the performance of its work by any other cause, Subcontractor, as a condition precedent to being granted an extension of time, shall provide to C.C.I. Notice of such delay in accordance with the terms of the Contract and as required by the Contract Documents. and which may be necessary for C.C.I. to be afforded a reasonable time to comply with the requirements of the Contract Documents as they relate to extensions of time.

14(b) The decision by C.C.I to grant or deny any extension requested under Paragraph 14(a) shall be final and binding upon Subcontractor, unless, within three (3) days after the date upon which C.C.I. provides notice of its decision Subcontractor provides C.C.I. with written notice of its intent to proceed under the provision of Paragraph 31, Disputes.

14(c) It is specifically agreed and understood that the Subcontractor shall not be entitled to any incre in the Contract Price for damages by reason of any delay unless Owner is liable for and pays the same to C.C.I. In no event, shall C.C.I be obligated to apply to Owner for an increase in the Contract Price or for damages on behalf of Subcontractor unless such application is provided for by the Contract Documents and the Subcontractor, at its sole expense, performs all acts and provides all documentation necessary to process such claim. Upon receipt of payment by Owner to C.C.I. upon any such claim for Subcontractor, C.C.I shall pay the same to Subcontractor less expenses, including but not limited to attorneys fees, litigation costs and expenses, incurred by C.C.I. in the presentation of such claim on Subcontractor's behalf.

15. WORK CHANGES

15(a) Within ten (10) days after C.C.I.'s written request to Subcontractor (or within such other time as is specified in such request), Subcontractor shall submit to C.C.I. its proposal together with all computations and supporting documentation in such detail as C.C.I. requires for elimination of, changes in, or additions to the Work, requested by C.C.I. Any such proposal shall set forth:

1. A lump sum amount for such work;

2. Unit prices for such work including estimated quantities and computations;

3. A fixed fee proposed in the event that C.C.I. determines that the work be performed on a cost of direct labor and material, plus fixed fee basis;

4. A percentage for overhead and profit in the event that C.C.I. determines that the work be performed on a cost of direct labor and material plus overhead and profit basis The percentage for overhead and profit proposed shall not exceed any percentage allowed or required under the Contract Documents;

5. Deductions to be allowed from the Contract Price for Work, if any, eliminated, and;

6. Additional time, if any, requested for the completion of such additional or changed work.

15(b) On receipt of such proposal, C.C.I. may issue a change order directing Subcontractor to proceed with the work, and either (A) authorizing an adjustment in the Contract Price, therefore on any one of the basis set forth in Clauses One to Six, inclusive of Paragraph 15(a) (or partly on a unit price and partly on a fee basis), or (B) directing that the work be done at Subcontractor's cost of direct labor and of materials plus a total of 10% (or as stated in contract attachments) for overhead and profit. Such change order shall also specify the deductions, if any, from the Contract Price for elimination and additional time, if any, allowed.

15(c) Subcontractor, within three days after such change order is used, by written notice to C.C.I., may object to any determinations of price adjustment and additional time which are not in accordance with its proposal (or any revised proposal submitted at C.C.I.'s request), in which event the matter so objected to shall be finally determined under Paragraph 31, Disputes. Otherwise, the change order shall be final and binding on Subcontractor.

15(d) If Subcontractor does not submit the proposal within the time specified in Paragraph 15(a), C.C.I. may issue such change order, directing the work to be done on the cost plus percentage basis, specified in Clause (B) of Paragraph 15(b), and specifying the amount of any deduction from the Contract Price for elimination and any additional time allowed for such work, and such change order shall be final and binding upon Subcontractor.

15(e) Unless C.C.I. otherwise directs, Subcontractor shall proceed immediately with the work in accordance with each such change order, regardless of whether he is objecting to the Contract Price adjustments or time allowance, if any, specified therein.

15(f) If the Change Order requires the work to be done on a cost plus either percentage or fixed fee basis, cost shall include only the net cost of material and equipment and the net cost of direct labor physically performing the work at the Construction Site at the lowest applicable hourly rate, including taxes and workers' compensation and liability insurance premiums thereon, and Subcontractor shall deliver daily a statement of such net costs charged to the work, performed during the preceding day, to C.C.I.'s Construction Site Superintendent for his approval or correction. Such statement as approved or corrected will be used as the basis for progress payments to Subcontractor for such work. If Subcontractor notifies C.C.I. within five days objecting the Superintendent's correction thereof and the parties do not agree upon an adjustment within thirty days thereafter, Subcontractor may apply to have the matter settled under Paragraph 31, Disputes. Otherwise, the Superintendent's or C.C.I.'s Project Manager's determination shall be final and binding upon Subcontractor.

16. SUBCONTRACTORS PAYMENT BREAKDOWN SCHEDULE

16(a) Subcontractor, prior to delivering its first progress payment application, shall deliver to C.C.I., a payment breakdown schedule, allocating the total Contract Price to the separate phases of its Work, stating separately, amounts for labor and materials and pro-rating overhead and profit among such separate phases, which schedule shall be subject to such adjustments as C.C.I. or the Owner may require. Subcontractor shall deliver to C.C.I. for similar approval, such supplements thereto as C.C.I. requires in order to reflect approved changes in the Contract Price.

16(b) In the event that C.C.I. determines that the Subcontractor has incorrectly and/or inappropriately allocated work to be performed by the Subcontractor C.C.I., at its sole option, may adjust the allocation as submitted by the Subcontractor.

17. PROGRESS PAYMENTS

17(a) Subcontractor, on or before ten days prior to the end of each calendar month, or as scheduled by C.C.I., shall deliver to C.C.I. a progress payment application, together with an accurate estimate (based upon approved payment breakdown schedule) of the value of the material furnished and work done during the preceding calendar month or other applicable period specified therein. Such application shall reflect any bills or backcharges then due C.C.I. and include such detailed statements of payments made by Subcontractor as C.C.I. may require, together with sworn statements of Subcontractor and its subcontractors who have performed any part of the Work, certificates of materialmen who have furnished machinery, materials or fuel to the Construction Site, and appropriate mechanic's lien waivers of the Subcontractor and of its subcontractors for work and material paid for by Subcontractor. No amount shall be included in such application:

1. For cost of material delivered to the Construction Site unless paid for in full, or
2. For cost of materials stored off site, or
3. For additional or changed Work unless authorized by a change order issued by C.C.I.

17(b) Subcontractor (along with progress payment application) to provide a copy of approved "pencil copy" bearing the signature of the Superintendent, approving percentages of work complete.

17(c) C.C.I. will include in its next progress application to Owner, the amount claimed due by the Subcontractor in its last progress payment application as approved by C.C.I., before deduction of any bill or backcharge owed to C.C.I. as reflected therein, and on or before fifteen days (or such other time as is required by the Contract Documents) after payment by Owner, will pay to the Subcontractor the amount owed to Subcontractor, less retained percentage thereof, if any, provided by Paragraph 18(d) and less any bills or backcharges owed to C.C.I., except as otherwise provided in Paragraph 18(d). C.C.I. may withhold payment if Subcontractor has not submitted certified payroll reports or other reports as required by the Contract Documents.

17(d) The retained percentage to be deducted by C.C.I. from each progress payment shall be 10%. If the Contract Documents provide that the percentage retained by Owner shall be reduced or eliminated after C.C.I. has completed a specified portion of the work, and if the Contract Documents so require, C.C.I. will similarly reduce or eliminate the retained percentage from Subcontractor after C.C.I. has completed such percentage of its work and Subcontractor has completed a similar percentage of its work. Retainage of 10% will be retained until the Owner releases retainer to C.C.I. C.C.I. is not obligated to reduce Subcontractor's retainer unless the Subcontractor has provided a payment/performance bond.

17(e) It is specifically agreed and understood that payment to the Subcontractor of any amounts is dependent, as a condition precedent, upon C.C.I. receiving payment, including retainer from the Owner, for any such progress payment. It is further agreed and understood that the Subcontractor assumes the risk of Owner's creditworthiness and/or insolvency. This subparagraph shall inure to the benefit of any surety of C.C.I. In addition to the foregoing, C.C.I. may withhold all or any portion of each progress payment to Subcontractor until (1) Subcontractor has corrected any improper or rejected Work, and (2) all claims by others against Subcontractor, including but not limited to, those described in Paragraph 22(b), have been settled. Subcontractor shall deliver to C.C.I. a receipt on C.C.I.'s standard form acknowledging such payment to be full satisfaction (except for retained percentage, if any) for all amounts owed or claims to be owed as a part of the Contract Price and under any change order for labor and material included in such application and Subcontractor's lien waiver with respect thereto.

17(f) C.C.I. may also deduct from each progress payment, any amount, including interest due thereon, then owed by Subcontractor to C.C.I. and not otherwise set forth as a bill or backcharge in Subcontractor's progress payment application. Any amount owing at any time from Subcontractor or its subcontractors to C.C.I. or Owner may be set-off against amount due and payable by C.C.I. to Subcontractor. C.C.I. may further, at its sole discretion, joint check to any sub subcontractor or subcontractor's material suppliers at any time. However, such joint checks shall not be interpreted as any guarantee of payment for any obligation of subcontractor.

17(g) No claim, affidavit or notice for mechanic's lien shall be filed by the subcontractor, its material suppliers, its subcontractors or any other person or entity performing work and/or furnishing material and/or labor on behalf of the subcontractor against the premises, building or public funds of the owner.

17(h) No payment of the Contract Price or any part thereof shall be deemed an acceptance of the Work covered thereby.

18. FINAL PAYMENT

18(a) Subcontractor, promptly upon completion of its work, shall deliver to C.C.I. its final payment application which shall include a schedule of all materials furnished and Work done not paid for (including amounts claimed due for additional and changed Work), in prior progress payments and of all backcharges owed to C.C.I. not therefore paid or deducted from prior progress payments, together with such sworn statements, materialmen's certificates and mechanic's lien waivers as C.C.I. deems necessary to protect Owner and C.C.I. against liens filed by Subcontractor's laborers and subcontractors in connection with the Work hereunder, and such detailed statements of payments by Subcontractor as C.C.I. may require.

18(b) Upon approval of such final application with such corrections therein as C.C.I. may require in order to reflect settlement of (1) all Subcontractor's claims for additional and changed work and for delays and damages, if any, with respect to which Subcontractor has complied with the requirements hereof; (2) deductions from the Contract Price for elimination from this Agreement, and (3) deductions for claims against Subcontractor by C.C.I., Owner, and other subcontractors, C.C.I. will make application to Owner for payment thereof as a part of the amount then owed to C.C.I., and upon acceptance of the Work by Owner and payment by Owner to C.C.I. of the balance so owed to Subcontractor (including any retained percentage theretofore withheld by Owner and paid to C.C.I.). C.C.I. will pay to Subcontractor the remaining net balance owed to it (including any retained percentage withheld by C.C.I. from progress payments) against receipt of Subcontractor's acknowledgment that said payment is in full satisfaction of all sums owed to it under this Agreement, together with mechanic's lien waivers with respect thereto.

18(c) Subcontractor, upon demand, shall pay to C.C.I. any amount C.C.I. is required to pay, whether before or after final payment, to settle sums claimed to be owed by Subcontractor in connection with Work performed by it hereunder and to discharge any lien in connection therewith.

18(d) It is specifically agreed and understood that final payment to Subcontractor by C.C.I. is dependent, as a condition precedent, upon C.C.I. receiving final payment, including retainer, from the Owner. It is further specifically agreed and understood that Subcontractor assumes the risk of Owner's creditworthiness and/or insolvency. This subparagraph shall inure to the benefit of any surety of C.C.I.

19. PAYMENTS BY SUBCONTRACTOR FOR LABOR AND MATERIAL

19(a) Subcontractor shall pay promptly when due its labor, material, equipment and transportation costs, and its subcontractors. If Subcontractor does not pay the same as hereby required, C.C.I., with or without notice to Subcontractor, at its sole option, may pay same and bill same to Subcontractor together with all costs incurred by C.C.I., including, but not limited to attorneys' fees.

19(b) If any liens are filed against the Construction Site and/or Contract Funds arising from the work of Subcontractor, Subcontractor promptly shall cause the same to be removed, if it does not do so, C.C.I. may take such action and make such payments as may be necessary or appropriate in order to remove such lien and bill the cost thereof to Subcontractor together with all costs incurred, including but not limited to court costs, attorneys' fees, expenses and bond expenses. . In the event that the Subcontractor and/or any of its subcontractors or material suppliers files or causes to be filed a mechanic's lien, Subcontractor shall be liable to C.C.I. for the payment of amount equaling One Percent (1%) of the face value of any bond for each month the bond is in effect. The parties agree that such monthly fee is reasonable.

19(c) Subcontractor, upon C.C.I.'s request, shall promptly furnish to C.C.I., satisfactory evidence as to the status of its accounts, including the names of all its subcontractors, the original amounts of its subcontracts and the amounts paid due thereon.

20. **SERVICE BY C.C.I.**

Subcontractors may, with C.C.I.'s written consent, use C.C.I.'s equipment, public utility facilities, facilities for employees, and supplies. Subcontractor agrees that C.C.I. may backcharge for such use in accordance with Paragraph 16. In no event shall C.C.I. be liable for any damages, expenses and /or injuries to any person or property while any such equipment, public facilities, facilities for employees and supplies is used or within the control of the subcontractor.

21. **CLEAN-UP AND PROTECTION OF WORK BY OTHERS**

21(a) Subcontractor shall keep the Construction Site and all streets, roadways and properties free from mud, rubbish, debris and obstruction caused by its operations (including surplus materials, crates and packing, etc., brought to the Site by Subcontractor or by others for the benefit of Subcontractor), and shall complete its Work in such manner as to permit the next succeeding Work to start without further cleaning.

21(b) Subcontractor shall not damage the work of others by its operations, and shall repair or pay the cost of repairing any such damage done by it or its subcontractors.

21(c) C.C.I. may perform any such clean up or repair work which Subcontractor fails to do promptly, and Subcontractor shall pay C.C.I.'s cost thereof as a backcharge.

22. **SUBCONTRACTOR'S RESPONSIBILITY FOR ITS WORK AND MATERIALS**

22(a) Subcontractor promptly shall check all materials delivered at the Construction Site for its use, and shall immediately report all damages and shortages to C.C.I.

22(b) ~~Subcontractor shall cover and at all times adequately protect materials furnished to it by others.~~ ab 5-18-00

22(c) Subcontractor shall be responsible for any damage to or destruction of, its equipment and materials at the Construction Site and to its Work and materials incorporated in the structure, and at its expense, shall replace, repair or restore any thereof which are destroyed or damaged. This provision shall damage insured against or to collect from, any third party which is responsible for any such loss or damage, subject to any applicable waiver of claims or waiver of subrogation.

23. **REJECTED WORK**

If Owner or C.C.I., by notice to Subcontractor, rejects or orders to be removed and replaced, any Work performed or materials furnished by Subcontractor which Owner or C.C.I. determine do not comply with the requirements of the Contract Documents, Subcontractor, within twenty-four (24) hours (or on the next working day, if later) after such notice, shall proceed to take down the rejected Work, remove the rejected materials from the Construction Site, repair (or pay the cost of repairing) damage to the work of others caused thereby, and replace the same with Work and materials complying with the Contract Documents. If Subcontractor does not commence such replacement work promptly or does not diligently complete such removal and replacement, C.C.I. by written notice, may take over the completion of such removal and replacement, and in such event, Subcontractor's payment may be placed on hold, and C.C.I.'s costs shall be billed to Subcontractor.

24. **SAFETY AND WORKING REGULATIONS**

24(a) Without limiting Paragraph 5 hereof, Subcontractor shall comply with all requirements of the Williams-Steiger Occupational Safety and Health Act of 1970 as amended, and shall require its employees to work in harmony with others working at the Construction Site, and comply with al governmental, Owner's and C.C.I.'s regulations covering working conditions, and shall cease to employ at the Construction Site any employee upon notice from C.C.I. requesting Subcontractor to discontinue the employee's employment at the Site.

24(b) Any barricade or safety device removed by Subcontractor shall be replaced any time the safety hazard is left unattended by Subcontractor. Without assuming any responsibility to do so, C.C.I. may, without notice to Subcontractor, correct any safety hazard created or permitted by Subcontractor, and bill Subcontractor for costs of this work.

24(c) If, during the progress of the Work, Subcontractor encounters what Subcontractor believes or should reasonably believe to be cancer causing materials (including but not limited to, asbestos) at the Construction Site, Subcontractor shall immediately notify C.C.I. of the existence and location of such cancer-causing materials. If Subcontractor fails to follow the provision of Paragraph 25(a), then without limiting Paragraph 9 hereof, Subcontractor shall indemnify and hold harmless C.C.I. in accordance with Paragraph 9 as a result of such failure(s).

24(d) Before Subcontractor proceeds with the scope of work outlined in Article 43, he must provide C.C.I. with all M.S.D.S. data in accordance with O.S.H.A. guidelines. In the event that Subcontractor shall fail for any reason to provide such documentation to C.C.I. and O.S.H.A. issues to C.C.I. a Citation and Penalty for the failure to have such M.S.D.S. data, Subcontractor shall be liable to C.C.I. for all damages, costs, and expenses, including but not limited to attorney's fees and costs, incurred by C.C.I. for such Citation and Penalty.

24(e) Subcontractor hereby understands that C.C.I. has a safety program encompassing a hazard communication program as well as providing material safety data sheets. It is the intention of C.C.I. to maintain productivity and safety at the work site, and said safety program shall apply to all premises controlled by C.C.I. and on all job locations in which C.C.I. and employees of Subcontractor are working. Copies of the material safety data sheets as well as the safety program of C.C.I. shall be available to all subcontractors upon request, and shall be available for review at the job trailer of C.C.I. at the particular jobsite where Subcontractor is working. Should Subcontractor fail to comply with the regulations of O.S.H.A., and/or any other Federal, State or Local agencies for which Cleveland Construction, Inc. shall incur a fine, the amount of said penalty and/or fine shall be backcharged against Subcontractor prior to final payment.

25. LABOR AND MATERIAL SUPPLY

25(a) Upon Forty-eight (48) Hours written notice provided by C.C.I. to the Subcontractor that the Subcontractor is not:

(1) Employing an adequate number of properly skilled workmen and supervisors; or

(2) Using the adequate amount of equipment; or

(3) Delivering to the Construction Site, adequate amount of materials of the required quality as are necessary to enable Subcontractor to meet the time schedule or C.C.I.'s directions, and

Subcontractor fails to cure any of the foregoing deficiencies within such Forty-eight (48) Hour period, C.C.I. may, at its sole option, provide such additional workmen, supervisors, equipment and materials of the required quality as C.C.I., in its sole opinion, deems necessary to cure such deficiency and Subcontractor shall be liable to C.C.I. for all costs, expenses and/or damages incurred by C.C.I.

(25(b) In no event shall this paragraph limit C.C.I.'s right to proceed under other provisions of this Agreement, including but not limited to Paragraphs 31 and/or 32.

26. LABOR AGREEMENTS

26(a) Subcontractor acknowledges and agrees that C.C.I. is a "merit shop" contractor and that C.C.I. has full right, authority and sole discretion to employ other contractors, subcontractors, material suppliers or other persons or entities on the project who may or may not be affiliated with an organized labor union. Subcontractor further acknowledges and agrees that C.C.I. may employ both union and non-union contractors, subcontractors, material suppliers or other persons or entities to perform labor or to provide materials to the project. Unless evidenced by a written agreement signed by the Senior Vice President of C.C.I., Subcontractor acknowledges and agrees that neither C.C.I. nor any other officer, employee or agent of C.C.I., has made any type of oral or written representation to Subcontractor suggesting that C.C.I. has agreed to only employ union labor or material suppliers on the project.

26(b) Subcontractor agrees to work in harmony with C.C.I. and all other contractors and subcontractors, either union or non-union. Subcontractor further agrees that no labor dispute of any kind involving the Subcontractor or its employees or agents shall be permitted to occur or to be manifested on the project. Subcontractor agrees to employ persons on the project who will work at all times in harmony with other persons employed on the project.

26(c) If the Subcontractor has a labor agreement with any organized labor unions, the Subcontractor agrees to work in harmony with any and all other contractors or subcontractors who employ personnel that are not represented by an organized union. The Subcontractor agrees that its employees shall not participate in or accede to any work stoppage, slowdown or any type of interference with the performance of the Work or work by other persons on the project which may occur as a result of any labor dispute or picketing.

26(d) Should there be any work stoppage, slowdown or any type of interference with the performance of the Work or other work on the project involving the Subcontractor or its employees due to any type of labor dispute or a picket line established for any reason, the Subcontractor shall immediately adopt all reasonable measures (including, but not limited to, creating a separate gate) to avoid delay or disruption of the Subcontractor's Work or other work on the project. If a labor dispute, in the judgment of the C.C.I., will cause or threatens to cause delay in the progress of the project, then upon twenty-four (24) hours written notice, any provision to the contrary notwithstanding, provided by C.C.I. to the Subcontractor to comply with the provisions of this Article 26, C.C.I. shall have the right to declare the Subcontractor in default and to take such steps as are necessary to finish the uncompleted portion of the Subcontractor's Work, including, but not limited to those set forth in Article 32 of this Subcontract Agreement. In addition to the foregoing, C.C.I. shall have the right to take possession of and to use all of the Subcontractor's materials, tools and/or equipment. It is further agreed and understood, that should Subcontractor fail for any reason to comply with the provisions of this Article 26, Subcontractor shall be liable to C.C.I. for any and all costs of completion of Subcontractors work incurred by C.C.I. It is specifically agreed and understood that Subcontractor shall be liable to C.C.I. for all expenses, damages and costs incurred by C.C.I., including, but not limited to, all expenses, attorneys' fees and costs, in resolving the labor dispute.

26(e) Any claim by Subcontractor for additional time or additional compensation due to pickets, strikes or other labor disputes shall not be considered and Subcontractor shall not receive any additional time or compensation. If the Subcontractor participates in, accedes to or otherwise becomes involved in any picket, slowdown, work stoppage or other labor dispute which interferes with the progress of the Work or other work on the project and which causes the Owner and/or C.C.I. to suffer costs, expenses or damages, then upon twenty-four (24) hours written notice, any provision to the contrary notwithstanding, provided by C.C.I. to the Subcontractor to comply with the provisions of this Article 26, C.C.I. shall have the right to declare the Subcontractor in default and to take such steps as are necessary to finish the uncompleted portion of the Subcontractor's Work, including, but not limited to those set forth in Article 32 of this Subcontract Agreement. In such event, Subcontractor shall be liable to the Owner and/or C.C.I for any such costs, expenses or damages, including but not limited to those set forth in Article 32 of this Subcontract Agreement together with all costs of completion, supplementation, attorneys fees, costs and litigation expenses. In addition to the foregoing, Subcontractor shall be liable for all costs of completion, supplementation, attorneys fees, costs and litigation expenses incurred by any other Subcontractor(s) of C.C.I. as a result of the Subcontractor participation in, accession to or other involvement in any picket, slowdown, work stoppage or other labor dispute which interferes with the progress of the Work or other work on the project.

27. TERMINATION OF AGREEMENT IN THE EVENT OF TERMINATION OF CONTRACT BETWEEN OWNER AND C.C.I.

27(a) If C.C.I. or Owner terminates the contract between them for any cause permitted under the Contract Documents (except default by C.C.I.), C.C.I. may terminate this Agreement by written notice to the Subcontractor. In such event, Subcontractor, shall discontinue the Work, remove its equipment, material, and employees from the Construction Site and take such action as may be possible to terminate its agreements with its' subcontractors and to minimize its' losses resulting from such termination.

27(b) Subcontractor, promptly upon C.C.I.'s written request, shall deliver to C.C.I., an invoice in an amount equal to the value of their work by the Subcontractor which was completed prior to the termination together with additional costs for which the Subcontractor is liable by reason of such termination, and the reasonable profit to which it is entitled. C.C.I., subject to C.C.I.'s approval thereof, will include the same in its claim against Owner by reason of such termination and the reasonable profit to which C.C.I. is entitled. Subcontractor shall be liable for any costs incurred by C.C.I. in presenting such claim. Upon resolution of such claim and receipt of payment by the Owner, C.C.I. will pay to Subcontractor the balance, if any less any bill, backcharge or other sums owed by Subcontractor to C.C.I or Subcontractor shall pay to C.C.I. any net balance owed C.C.I. In no event shall Subcontractor be entitled to any payment under this provision until such time as all documents required under Paragraph 19 have been delivered to C.C.I.

27(c) Subcontractor shall include a similar right of termination in its agreements with its own subcontractors and require subcontractors and materialmen of every tier to include similar provision in their agreements with others.

28. TERMINATION OR SUSPENSION FOR CONVENIENCE

28(a) C.C.I. many terminate this Agreement at anytime after Subcontractor has commenced its Work. Any such termination shall be at the sole option of and for the convenience of C.C.I. In the event, Subcontractor shall turn over all equipment and materials already ordered, purchased, and/or delivered to the Project. C.C.I. shall pay to Subcontractor equitable compensation based upon the Subcontract Price for work completed excluding any payment for profit and overhead. In the event of such termination, the Subcontractor shall undertake all action(s) necessary or required to transfer Subcontractor's Work to C.C.I., including, but not limited to, assignment of sub-subcontracts and/or purchase order(s) and assistance in the coordination of the transfer of work.

28(b) C.C.I. may instruct the Subcontractor to suspend, delay or interrupt all or any part of the Subcontractor's Work for the period of time that C.C.I. deems appropriate. Any such delay or suspension shall be at the sole option and for the convenience of C.C.I. In the event of such delay or suspension, the Subcontractor shall entitled to an extension of time for the performance of its Work. In no event shall Subcontractor be entitled to an adjustment in the Subcontract Price contained in this Agreement.

29. CORRECTION OF WORK AFTER FINAL PAYMENT

Subcontractor shall correct any defects in its Work due to faulty workmanship by it or its subcontractors or faulty materials and pay for all damage to other work resulting therefrom of which it is given notice not later than one year from the date of final payment of Owner to C.C.I. (or such other period as is required by the Contract Documents or by law), or in accordance with the terms of any warranty delivered or agreed to by Subcontractor as required by the Contract Documents. Any dispute arising under this paragraph shall be decided in accordance with Paragraphs 30 and 31 of this Agreement.

30. CLAIMS FOR DAMAGES

30(a) Subcontractor hereby waives and releases C.C.I. from any claims, causes of action and/or actions which it now has or may have for damages or additional costs alleged to have been caused by an act or omission of C.C.I., unless Subcontractor delivers to C.C.I. the following notices, information.and/or documentation in the manner and within the time period specified:

1. Within two (2) days after the commencement of any alleged damage or additional cost, Subcontractor shall provide C.C.I. with Written Notice of such alleged damage or cost. Such Notice shall specifically set forth the causes for the damages and/or costs incurred

2. At intervals of not less than fifteen (15) days thereafter and for the duration of period for which Subcontractor continues to incur damages and/or additional costs, Subcontractor shall provide to C.C.I. the continuance of such cause, statements setting for the damage or additional costs being suffered, and

3. Within two (2) days after the cessation of the cause of such damages and/or additional costs, Subcontractor shall provide C.C.I with a full accounting of the amount of such damage and additional costs claimed.

In the event Subcontractor provides all Notices required under this Paragraph 30(a), and Subcontractor and C.C.I. do not agree to the entitlement to or amount to which the Subcontractor may be entitled, then for a period not to exceed thirty (30) days following the submission of Subcontractor's Accounting Paragraph 30(a)(3), either party may require that the claim be resolved as provided in Paragraph 30.

30(b) In the event the Subcontractor shall incur damages and/or additional costs as the result of the act or failure to act of any of C.C.I.'s other Subcontractor's, the Subcontractor shall provide to C.C.I. notice of the damages and or additional costs in the manner and within the time periods set forth in Paragraph 30(a). In no event shall C.C.I be liable to Subcontractor for any damage or additional cost incurred by Subcontractor, which is due to the action, inaction or negligence of any of C.C.I.'s other Subcontractors. Subcontractor shall settle all such claim(s) for damages or additional costs directly with party claimed to be liable.

30(c) In the event Subcontractor shall incur damages and/or additional costs as a result of the act or failure to act by the Owner, Owner's Representatives and/or any of the Owner's other Contractors and their subcontractors, Subcontractor shall provide C.C.I. any and all notices in the form and manner required by the Contract Documents with respect to claims for damages and additional costs against Owner, Owner's representatives or Owner's other contractors and their subcontractors. C.C.I., to the extent provided by the Contract Documents, will deliver this Notice to Owner, but the prosecution of such claims shall be at Subcontractor's sole expense. C.C.I. shall not be liable for the prosecution of any such claim nor shall it be required to perform any other act on behalf of the Subcontractor, except, however, if arbitration shall be required or permitted by the Contractor Documents, C.C.I. shall submit such claim to arbitration as provided under Paragraph 32(b).

31. **DISPUTES**

31(a) In the event any dispute shall arise involving the interpretation of the Contract Documents, alleged inaccuracies, deficiencies or errors in the plans and specifications, deductions from and/or additions to the Contract Price, claims for additions to the Contract Price, claims for additional time by reason of change orders, delays caused by others and/or claims for additional costs or damages by reason of any act or omission of Owner or Owner's other contractors (other than C.C.I. and C.C.I.'s other subcontractors), the Subcontractor shall proceed strictly in accordance with any administrative remedies provided in the Contract Documents. The Subcontractor shall be bound by the administrative determinations, arbitration awards or judgments that may be, would be and/or are binding upon C.C.I. as they relate to such claims.

31(b) Subcontractor shall give C.C.I. adequate and timely written notice of any action which the Subcontractor desires C.C.I. to take Subcontractor's behalf against Owner in connection with any dispute identified in Paragraph 32(a) including, if provided by the Contract Documents, the submission of such claim to arbitration. Subcontractor shall be liable for all expenses incurred by C.C.I. in the presentation of any such claim, including but not limited to litigation costs, arbitration costs and/or attorneys' fees. C.C.I., at its election, may require Subcontractor to deposit with C.C.I. a reasonable sum of money to protect C.C.I. against any such costs. In the event Subcontractor's claim does not involve any issues in which C.C.I. has or may have an interest, C.C.I. will designate such arbitrator(s) as Subcontractor requests. If the matter in dispute is required to be submitted to arbitration under the Contract Documents, Subcontractor shall be bound by the decision of the arbitrators as therein provided.

31(c) Any dispute between Subcontractor and C.C.I., which is not governed by the provisions of Paragraphs 32(a) and (b), shall be resolved solely by recourse to the courts, unless Contract Documents require otherwise. C.C.I., at its sole option, may require the dispute to be submitted to binding arbitration under the rules established by the American Arbitration Association. If C.C.I. requires the dispute to be heard by the American Arbitration Association, then the Subcontractor shall agree to binding arbitration. It is further agreed that all arbitration hearings shall be held in Lake County, Ohio.

31(d) It is specifically agreed and understood that prior to the filing of any mechanics lien and/or bond claim or to the initiation of any, action, arbitration or litigation provided for in Paragraph 32(c), the Subcontractor shall present its claim for additional costs, extensions of time, and/or damages for delays and/or other claims in strict accordance with the following dispute resolution provisions. Subcontractor shall provide C.C.I. with written notice of any claim for additional costs, extensions of time, damages for delay in the manner and within the time specified in this Agreement. All such Notices shall be delivered to C.C.I.'s Senior Vice President via certified U.S. mail return receipt requested. Any such written notice shall specifically define the claim and damages requested by Subcontractor. Upon receipt of such Notice, the Senior Vice President shall schedule a meeting between C.C.I. and the Subcontractor for the presentation of the claim for costs, extension of time and/or other causes submitted. Within ninety (90) days of such meeting, the Senior Vice President shall render his decision If, based upon the response of C.C.I., the parties are unable to reach a resolution of the dispute; the Subcontractor shall proceed with his remedies under Article 31 of this contract.

31(e) In the event that Subcontractor shall initiate legal proceedings, litigation, lawsuit and/or arbitration for additional costs, extensions of time, damages for delay or other causes in accordance with the Contract Documents, and said Subcontractor is unsuccessful in its cause of action against C.C.I., or, alternatively, if C.C.I. must initiate legal proceedings, litigation, a lawsuit and/or arbitration for the enforcement of any provision of this Subcontract, Subcontractor shall be liable to C.C.I. for any and all expenses arising out of such litigation and/or arbitration, including but not limited to expenses, damages, litigation costs and/or attorneys fees.

32. **EFFECT OF DEFAULT BY SUBCONTRACTOR**

32(a) In the event that Subcontractor shall fail for any reason:

(1) to maintain at the Construction Site a sufficient skilled work force, including supervisors, and sufficient equipment in good working order to meet the requirements of the Work, or

(2) to cause to be delivered to it at the Construction Site, sufficient materials of the quality required to enable it to comply with its time schedule, or

(3) to meet the requirements of any time schedule, any amendments thereto, and/or directions, or

(4) to pay, when due, its laborers and subcontractors, or

(5) to comply with any of the provisions set forth in this agreement, or

(6) to provide all bonds as herein required, or

(7) to submit progress, procurement and man hour completion schedules, as required by C.C.I., or

(8) to pay any sums due to C.C.I. under the terms of this agreement within ten days after written demand, or

(9) to submit a claim to or commence legal action against C.C.I. which is in violation of the terms of this Agreement, or

(10) to comply with and fulfill the requirements of Article 26, or

(11) to file or have filed on its behalf any voluntary or involuntary petition in bankruptcy,

Subcontractor shall be deemed to be in default of this Agreement. In the event any such default shall continue for the period of Forty-eight (48) Hours after written notice is provided by C.C.I. to the Subcontractor specifying the failure complained of, C.C.I may terminate this Subcontract Agreement between the parties and proceed under the terms of this Agreement. In no event shall this Article limit or impair the right and/ability of C.C.I. to declare the Subcontractor in default under the terms and/or conditions of Article 26 of this Subcontract Agreement.

32(b) If Subcontractor seeks relief under Federal or State laws for the relief or protection of debtors, including the Federal Bankruptcy Code, or such proceedings are commenced against Subcontractor and not dismissed within thirty (30) days, or if Subcontractor makes an assignment for the benefit of creditors, has any of its property attached or seized under court order, or C.C.I. otherwise has reasonable grounds to believe that Subcontractor may be insolvent, C.C.I. may terminate Subcontractor's right to proceed with the Work, in whole or in part.

32(c) In the event of termination by C.C.I., C.C.I. shall have the right to complete the Subcontractor's Work by whatever method it may deem expedient, including, without limitation, the engagement of a replacement contractor, the purchase of materials, supplies and/or labor, the taking over of Subcontractor's outstanding subcontracts and taking possession of and using in completing the Work, Subcontractor's tools, equipment, scaffolding, materials and supplies at the Construction Site or in transit to or in connection with the Work.

32(d) In the event of termination, Subcontractor shall not be entitled to any further payment until Owner shall have accepted the Subcontractor's Work. Upon acceptance by the Owner and receipt of payment, C.C.I. shall pay to Subcontractor the excess, if any, of the balance of the Subcontract Price less C.C.I.'s cost of completion, and any and all damages and expenses incurred by C.C.I as a result of the Subcontractor's Default, including but not limited to attorneys fees, together with Twenty-five Percent (25%) for C.C.I.'s overhead and profit, the reasonableness of which is specifically agreed to by the Subcontractor. In the event that that C.C.I.'s costs of completion, damages, expenses incurred and overhead and profit exceed the balance of the Subcontract Price, Subcontractor shall pay to C.C.I. all of C.C.I.'s costs of completion together with any and all damages and expenses incurred by C.C.I as a result of the Subcontractor's Default, including but not limited to attorneys fees. together with Twenty-five (25%) for C.C.I.'s overhead and profit, the reasonableness of which is specifically agreed to by the Subcontractor, less the balance of the Subcontract Price. Any amounts owed by the Subcontractor to C.C.I. shall be paid within fifteen (15) days of written demand for payment made by C.C.I. to Subcontractor. In the event that Subcontractor shall fail to make payment as demanded, C.C.I. may recover such monies in the manner set forth in Article 31 of this Agreement.

33. ASSIGNMENT

Subcontractor shall not assign this Agreement or sublet any part of the Work without the prior written consent of C.C.I. If Subcontractor does, with approval, assign this Agreement or sublet any part of the Work, Subcontractor shall require that its assignee or subcontractor be bound to it and to assume toward it all of the obligations and responsibilities that the Subcontractor has assumed toward C.C.I. If Subcontractor has not for any reason furnished payment and performance bond for the Subcontractor's Work, or for other cause, C.C.I. may at its sole option, make joint check payments to Subcontractor, its sub-subcontractors, and its material suppliers.

34. PATENTS AND ROYALTIES

Subcontractor is responsible for all royalties and similar fees applicable to the Work. Subcontractor shall indemnify and hold harmless Owner, Owner's architects and engineers, and C.C.I. from any and all claims for infringement of patent rights. If Subcontractor believes that any design, process, or product specified would be an infringement of a patent, Subcontractor shall immediately notify C.C.I.

35. **SOLE AGREEMENT**

This Subcontract and its attachments constitute the entire agreement among the parties with respect to its subject matter and supercede all prior and contemporaneous, oral or written agreements, negotiations, communications, representations or understandings.

36. **EQUAL EMPLOYMENT OPPORTUNITY**

Subcontractor agrees to abide by and comply with all laws, procedures, rules and regulations with regard to non-discrimination issued or to be issued by any lawful authority insofar as they may apply to the Work covered by this Agreement.

37. **NOTICES**

Except as otherwise specifically provided, all notices, requests, demands and proposals given hereunder by either party shall be in writing and mailed, by first class mail or delivered, if to C.C.I., at its general offices, 8620 Tyler Blvd., Mentor, Ohio 44060, and if to Subcontractor, to the address stated at the beginning hereof, or in either case, to such other address as may be furnished for such purposes.

38. **DEFINITIONS**

Unless the context otherwise clearly requires, the following words and phrases shall have the following meanings:

A. "Person" means and includes an individual, a partnership, or a corporation.

B. "Work", "Subcontractor's Work" and "Work to be performed by Subcontractor" have the meaning provided in Paragraph 4(c).

C. "Subcontractor" means any person (other than Owner, C.C.I. Subcontractor and any person having a direct contact with Owner) who furnishes labor, materials, supplies, or equipment for the performance or use in performance of the work to be performed by or for Owner at the Construction Site, including a person who furnishes materials only.

D. "Subcontractor to the Subcontractor" means any person (other than C.C.I. or another person furnishing labor, materials, supplies or equipment pursuant to a contract between such person and C.C.I.) who furnishes labor, supplies or equipment for the performance or use n performance of any of the Work to be performed by Subcontractor hereunder, including a person who furnishes materials only.

E. "C.C.I.'s other subcontractors" means any person (other than Subcontractor and subcontractors of the Subcontractor) who furnishes labor, materials, supplies or equipment for the performance or use in performance of any of the Work to be performed by Subcontractor pursuant to this Agreement.

F. "Bills" are invoices, other than invoices for direct benefit work under Paragraph 16, submitted by C.C.I. or Subcontractor. When used as a verb, "bill" means submit a bill. Bills shall be due and payable to C.C.I. upon presentation thereof to deduct any bills from the Contract Price and any amount then or thereafter becoming due to Subcontractor.

G. "Backcharge" has the meaning provided in Paragraph 16.

H. "Provide" means to furnish and install complete.

39. **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Ohio. Any claims, actions or causes of action arising out of or relating to this Agreement shall be brought in Lake County, Ohio, and U.S.A.

40. **PARTIAL INVALIDITY**

If any term or provision of this Agreement is found to be unenforceable or in violation of any laws, statutes, ordinances or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement shall be interpreted when possible so as to maintain the originally written intentions of the parties as indicated by such stricken term or provision.

40. **PARTIAL INVALIDITY**

If any term or provision of this Agreement is found to be unenforceable or in violation of any laws, statutes, ordinances or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement shall be interpreted when possible so as to maintain the originally written intentions of the parties as indicated by such stricken term or provision.

41. **MODIFICATIONS**

This Agreement may not be modified or amended except in writing signed by C.C.I.'s President or Vice President. The Subcontractor should not rely upon any other modification unless so signed by C.C.I.'s duly empowered and authorized representative. No course of conduct, acts or omissions shall constitute a waiver of this provision of the Contract.

42. **ENUMERATION OF CONTRACT DOCUMENTS**

42.1 The Contract Documents consist of this Agreement, the Agreement between Cleveland Construction, Inc. and Owner, miscellaneous Accounting Forms, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the above Contract Documents is listed as follows.

OK KG

42.2 Cambridge Crossings: (issued by the Architect Ellis Naeyaert Genheimer Associates, Inc.)

DID NOT RECEIVE DRAWINGS GG 5-18-00

~~Title Sheet T-1~~, Civil Sheets (as applicable to site, electric only): SU-1.1, SU-1.2, SU-1.3, ~~C-1.1, C-1~~.2, C-1.3, C-1.3.1, C-1.4, ~~C-2.1, C-2.2~~, C-2.3, C-3.1, C-3.2, C-3.3, C-4.1, ~~C-4.2, C-4.3~~, C-5.1, C-6.1, C-7.1, C-7.2, C-7.3, C-8.1, C-8.2, C-8.3, C-8.4, C-9.1, ~~C-9.2, C-9.3~~, C-10.1 dated 10/19/99; City of Troy Standard Detail Sheets: Sedimentation ~~and Erosion~~ Control Standard Detail ~~Sheet; Pavement~~ Details dated 9/28/98; ~~Sanitary Details~~ dated 5/96; Sanitary Sewer Detail for Truss Pipe dated 10/95; Storm ~~dated 4/19/93~~; Water Main Details dated 9/8/96; Architectural: RA-5.01, RA-5.10, RA-5.11, RA-5.12, RA-5.13, RA-5.14, RA-5.20, RA-5.21, RA-5.30, RA-5.31 dated 10/19/99; RA-5.32 dated 10/18/99; RA-5.33, RA-7.10, RA-7.11, Structural: RS-4.01, RS-4.02, RS-4.10, RS-4.11, RS-4.12, RS-4.13, RS-4.30, RS-4.31, RS-4.32, RS-4.33, Mechanical: RP-9.10, RP-9.11, RP-11.10, R P-11.11, Electrical: RE-12.01, RE-12.10, RE-12.11, RE-12.12, RE-12.13, RE-12.14, RE-12.15, RE-12.16, RE-12.30 dated 10/19/99, and specifications dated 10/19/99.

42.3 Wal-Mart: (issued by the Architect, Brad Lechtenberger BSW Architects)

Architectural Sheets SP1 revised 12/16/99; SP2 revised 11/10/99; A1 revised 2/2/00; A2 revised 12/16/99; A3 revised 12/16/99; A3.1 revised 12/16/99; A4 revised 12/16/99; A5 revised 2/2/00; A5.1 revised 3/8/00; A5.3 revised 12/16/99; A5.4 revised 12/16/99; A6 dated 9/10/99; A6.1 revised 12/16/99; A7 revised 2/2/00; A8 revised 12/16/99; CD1 revised 12/16/99; PH1 revised 3/8/00; SB1 revised 12/16/99; VC1 revised 12/16/99; Structural Sheets S1 revised 11/10/99; S2 revised 12/16/99; S2.1 revised 11/10/99; S3 revised 11/10/99; S4 revised 11/10/99; S5 revised 11/10/99; S6 revised 3/8/00; S7 revised 12/16/99; S7.1 revised 11/10/99; S7.2 revised 11/10/99; Mechanical Sheets GP1 dated 9/10/99; M1 revised 1/24/00; M2 revised 12/16/99; M3 revised 1/24/00; M4 dated 9/10/99; MP1 dated 9/10/99; P1 revised 11/4/99; P2 dated 9/10/99; P3 dated 9/10/99; P4 dated 9/10/99; R1 revised 10/27/99; R2 dated 9/10/99; RE1 revised 10/4/99; Electrical Sheets E1 revised 11/10/99; E1.1 revised 2/2/00; E1.2 revised 11/10/99; E2 revised 1/24/00; E2.1 revised 2/2/00; E2.2 revised 2/2/00; E2.3 dated 9/10/99; E3 revised 2/2/00; E4 revised 10/18/99; E5.1 dated 9/10/99; EM1 revised 10/4/99; FA1 revised 10/4/99; Fire Protection Sheets FP1 revised 11/30/99; FP2 dated 9/10/99; specifications dated 9/10/99; Wal-Mart Construction Change Directives Number One dated 10/04/99, Number Two dated 10/18/99, Number Three dated 10/27/99, Number Four dated 11/10/99, Number Five dated 11/30/99, Number Six dated 12/16/99, Number Seven dated 12/16/99, Number Eight dated 1/24/00, Number Nine dated 2/2/00, and Number Ten dated 3/8/00.

43. **THE WORK OF THIS SUBCONTRACT**

43.1 The Subcontractor agrees to fully and completely fulfill the scope of work in accordance with this agreement as generally described by the section numbers below, including Division One, complete.

Sections Number: (Wal-Mart Store)
07210 - Building Insulation (perimeter insulation only)
03300 - Cast-In-Place Concrete
03351 - Special Concrete Finishes

(Retail Shops)
03300 - Cast-In-Place Concrete

In addition, there may be attachments incorporated into this Contract by reference thereof.

43.2 The bond as called for in Article 11 is not required, but may become required at such future date upon demand by Cleveland Construction, Inc. At such date, Cleveland Construction, Inc. shall pay the premium costs of the surety's invoice for providing such bond as called for in Article 11.

43.3 Subcontractor shall complete all associated work in Division 1 complete.

43.4 Subcontractor shall clean, remove, and properly deposit off site, their debris daily, and maintain its stored materials neatly. Failure to do so will cause Cleveland Construction, Inc. to perform such work and charge the subcontractor's account. Cleveland Construction, Inc.'s Dumpster charge is $385.00 per container.

43.5 Subcontractor shall provide eight (8) copies each of Shop Drawings, Guarantees, Product Data, and Engineering Drawings required by Contract Documents for subcontractor's work. Three (3) copies each of samples. All shop drawings are to include one (1) Sepia.

43.6 Subcontractor's work shall progress in accordance with the Project Schedule. Should delay damages be assessed against Cleveland Construction, Inc. for delays caused by Subcontractor, such delay damages shall be passed to Subcontractor and charged to its account.

43.7 Subcontractor to field verify all conditions and dimensions.

43.8 Subcontractor is to provide a Schedule of Values for approval. The Schedule of Values shall include labor and material for each item of work.

43.9 Subcontractor to provide a submittal log and schedule detailing each submittal to be provided and the lead time for each item of work.

43.10 ~~Subcontractor is responsible for heat and weather protection for his work only.~~ aa 5-18-00 OK

43.11 All communications and/or correspondence will be directed to Cleveland Construction, Inc. No communications and/or correspondence are permitted between the subcontractor and owner/architect.

43.12 All questions are to be submitted in writing on the enclosed RFI form for the architect's/C.C.I.'s response.

43.13 Includes all warranties and guarantees.

43.14 Pay application "pencil copy" to be reviewed and approved by Superintendent and included with pay application.

43.15 Provide all concrete flatwork for the Wal-Mart store and Retails 1,3,4 and 5.

43.16 Provide all interior concrete slabs, including fine grading the stone subbase placed by others, expansion and control joints, ~~vapor barriers~~*, sawcutting, refrigeration pits, dock leveler pits and walls, column isolation, welded wire fabric, cure, thickened slabs, dowels, ~~rigid insulation~~*, curbs, etc.

* AT WAL-MART a.a 5-18-00 OK

43.17 Set and fill all pipe bollards furnished by others. aa 5-18-00 OK

43.18 ~~Receive, unload, distribute and~~ place all reinforcing steel furnished by others. Provide all reinforcing steel accessories, including chairs and tie wire.**

** MESH CHAIRS EXCLUDED.
a.a 5-18-00 OK

43.19 Provide Ashford Formula densifying compound where scheduled and indicated.

43.20 Provide stamped concrete, including sealer and sealents.

43.21 Provide exterior concrete flatwork, including fine grading subbase placed by others, excavation for concrete curb turn-downs, expansion joints, control and construction joints, cart curbs, truck well pavements, stoops, sidewalks, compactor pads, garden center slab, detectable warning areas, etc.

43.22 Set pre-cast trench drains furnished by others.

43.23 Provide landscape concrete curbs and benches as indicated on the landscape plans.

43.24 Provide the concrete benches at the Clock Tower.
3500 PSI aa 5·18·00 4000 PSI @ TRUCKWELL ONLY. K2

43.25 Retail Shops; provide ~~4000~~ PSI air entrained concrete for exterior concrete. Provide 6x6 w2.9/w2.9 mesh for the truck well pavements. Provide 3500 PSI concrete for interior slabs. No wire mesh is included for the Retail Shop exterior concrete walks.

43.26 Winter mix additives, winter protection, testing, inspections and stone subbase are not included.

44. CONTRACT SUM

44.1 For performing the work as described within this Subcontract, C.C.I. agrees to pay the Subcontractor the lump sum of: **Five Hundred Eighty-five Thousand Dollars and No ($585,000.00) Cents.**

44.2 The contract sum is based upon the following alternates, if any, which are described in the Contract Documents and are accepted by the Owner and the Contractor:

None

44.3 Unit prices, if any, are as follows:

None

This Agreement entered into as of the day and year first written above.

SUBCONTRACTOR	CONTRACTOR
M & B Concrete Construction, Inc.	Cleveland Construction, Inc
By A. A. Arzaco	By Keith E. Ziegler Keith E. Ziegler
Title ESTIMATOR	Title Vice President Construction
Date 5-18-00	Date 5-26-00

FILE

Subcontract Change Order

Detailed, Grouped by Each Number

Wal*Mart Store #2873/Cambridge Crossings
1929 West Maple Road
Troy, Michigan 48084
Attn: Ken Wilson

Project # 00-trwm
Tel: 248-288-4794 Fax: 248-288-4795

Cleveland Construction

Date: 8/2/01
To Subcontractor/Vendor:
M&B Concrete Construction, Inc.
3710 Elizabeth Lake Rd.
Waterford, Michigan 48328

Phone: 248.738.7774
Fax: 248.738.7775

Architect's Project No:
Contract Date: 4/28/00
Subcontract Change Order #: 00008

The Contract is hereby revised by the following items:

Floor Slab in Retail 5D

PCO	Item #	Description	Amount
		Cost for floor slab in Retail Space 5D per Bulletin # 7	

The original Contract Value was	$	585,000.00
Sum of changes by prior Subcontract Change Orders	($	343,951.50)
The Contract Value prior to this Subcontract Change Order was	$	241,048.50
The Contract Value will be changed by this Subcontract Change Order in the amount of	$	6,000.00
The new Contract Value including this Subcontract Change Order will be	$	247,048.50
The Contract duration will be changed by		0 Days
The revised Substantial Completion date as of this Subcontract Change Order is		9/30/00

Cleveland Construction
CONTRACTOR
8620 Tyler Blvd.
Mentor, Ohio 44060
Address

By Robert F. Sangdahl
SIGNATURE
DATE 8/2/01

M&B Concrete Construction, Inc.
SUBCONTRACTOR/VENDOR
3710 Elizabeth Lake Rd.
Waterford, Michigan 48328
Address

By Robert Jarvis
SIGNATURE
DATE 8-9-01

POSTED

FILE

Subcontract Change Order

Detailed, Grouped by Each Number

Wal*Mart Store #2873/Cambridge Crossings
1929 West Maple Road
Troy, Michigan 48084
Attn: Ken Wilson

Project # 00-trwm
Tel: 248-288-4794 Fax: 248-288-4795

Cleveland Construction

Date: 7/13/01
To Subcontractor/Vendor:
M&B Concrete Construction, Inc.
3710 Elizabeth Lake Rd.
Waterford, Michigan 48328

Phone: 248.738.7774
Fax: 248.738.7775

Architect's Project No:
Contract Date: 4/28/00
Subcontract Change Order #: 00007

The Contract is hereby revised by the following items:

Additional Cost per Cubic Yard for Ready Mix Concrete

PCO	Item #	Description		Amount
218	001	300 CY concrete at $0.50 additional per cubic yard	$	150.00

The original Contract Value was	$	585,000.00
Sum of changes by prior Subcontract Change Orders	($	344,101.50)
The Contract Value prior to this Subcontract Change Order was	$	240,898.50
The Contract Value will be changed by this Subcontract Change Order in the amount of	$	150.00
The new Contract Value including this Subcontract Change Order will be	$	241,048.50
The Contract duration will be changed by		0 Days
The revised Substantial Completion date as of this Subcontract Change Order is		9/30/00

Cleveland Construction
CONTRACTOR
8620 Tyler Blvd.
Mentor, Ohio 44060
Address

By Robert F. Sangdahl
SIGNATURE
DATE 7/16/01

M&B Concrete Construction, Inc.
SUBCONTRACTOR/VENDOR
3710 Elizabeth Lake Rd.
Waterford, Michigan 48328
Address

By Art Azzaro
SIGNATURE
DATE

POSTED

Subcontract Change Order

Detailed, Grouped by Each Number

Wal*Mart Store #2873/Cambridge Crossings
1929 West Maple Road
Troy, Michigan 48084
Attn: Ken Wilson

Project # 00-trwm
Tel: 248-288-4794 Fax: 248-288-4795

Cleveland Construction

Date: 4/30/01
To Subcontractor/Vendor:
M&B Concrete Construction, Inc.
3710 Elizabeth Lake Rd.
Waterford, Michigan 48328

Phone: 248.738.7774
Fax: 248.738.7775

Architect's Project No:
Contract Date: 4/28/00
Subcontract Change Order #: 00005

The Contract is hereby revised by the following items:

Additional Cost per Cubic Yard for Ready Mix Concrete

PCO	Item #	Description		Amount
178	001	393 CY concrete at $0.50 additional per cubic yard	$	196.50

Additional cost per cubic yard at $0.50/CY for a total of 393 CY

The original Contract Value was	$	585,000.00
Sum of changes by prior Subcontract Change Orders	($	318,852.00)
The Contract Value prior to this Subcontract Change Order was	$	266,148.00
The Contract Value will be changed by this Subcontract Change Order in the amount of	$	196.50
The new Contract Value including this Subcontract Change Order will be	$	266,344.50
The Contract duration will be changed by		0 Days
The revised Substantial Completion date as of this Subcontract Change Order is		9/30/00

Cleveland Construction
CONTRACTOR
8620 Tyler Blvd.
Mentor, Ohio 44060
Address

By
SIGNATURE
DATE 5/2/01

M&B Concrete Construction, Inc.
SUBCONTRACTOR/VENDOR
3710 Elizabeth Lake Rd.
Waterford, Michigan 48328
Address

By Robert M. Jensen
SIGNATURE
DATE 5-14-01

POSTED

FILE

Subcontract Change Order

Detailed, Grouped by Each Number

Wal*Mart Store #2873/Cambridge Crossings
1929 West Maple Road
Troy, Michigan 48084
Attn: Ken Wilson

Project # 00-trwm
Tel: 248-288-4794 Fax: 248-288-4795

Cleveland Construction

Date: 6/28/01
To Subcontractor/Vendor:
M&B Concrete Construction, Inc.
3710 Elizabeth Lake Rd.
Waterford, Michigan 48328

Phone: 248.738.7774
Fax: 248.738.7775

Architect's Project No:
Contract Date: 4/28/00
Subcontract Change Order #: 00006

The Contract is hereby revised by the following items:

Bulletin #7

PCO	Item #	Description	Amount
		Per quote dated 5/4/01	

The original Contract Value was	$	585,000.00
Sum of changes by prior Subcontract Change Orders	($	318,655.50)
The Contract Value prior to this Subcontract Change Order was	$	266,344.50
The Contract Value will be changed by this Subcontract Change Order in the amount of	($	25,446.00)
The new Contract Value including this Subcontract Change Order will be	$	240,898.50
The Contract duration will be changed by		0 Days
The revised Substantial Completion date as of this Subcontract Change Order is		9/30/00

Cleveland Construction
CONTRACTOR
8620 Tyler Blvd.
Mentor, Ohio 44060
Address

By Robert F. Sangdahl
SIGNATURE
DATE 6/28/01

M&B Concrete Construction, Inc.
SUBCONTRACTOR/VENDOR
3710 Elizabeth Lake Rd.
Waterford, Michigan 48328
Address

By Art Azzaro
SIGNATURE
DATE

POSTE

FILE

Subcontract Change Order

Detailed, Grouped by Each Number

Wal*Mart Store #2873/Cambridge Crossings
1929 West Maple Road
Troy, Michigan 48084
Attn: Ken Wilson

Project # 00-trwm
Tel: 248-288-4794 Fax: 248-288-4795

Cleveland Construction

Date: 2/9/01
To Subcontractor/Vendor:
M&B Concrete Construction, Inc.
3710 Elizabeth Lake Rd.
Waterford, Michigan 48328

Phone: 248.738.7774
Fax: 248.738.7775

Architect's Project No:
Contract Date: 4/28/00
Subcontract Change Order #: 00003

The Contract is hereby revised by the following items:

Bulletin #2

PCO	Item #	Description	Amount
		Per cost proposal dated 9/18/00	

The original Contract Value was	585,000
Sum of changes by prior Subcontract Change Orders	(319,891)
The Contract Value prior to this Subcontract Change Order was	265,109
The Contract Value will be changed by this Subcontract Change Order in the amount of	(261)
The new Contract Value including this Subcontract Change Order will be	264,848
The Contract duration will be changed by	0 Days
The revised Substantial Completion date as of this Subcontract Change Order is	9/30/00

Cleveland Construction
CONTRACTOR
8620 Tyler Blvd.
Mentor, Ohio 44060
Address

By Robert F. Sanggahl
SIGNATURE
DATE 2/9/01 12

M&B Concrete Construction, Inc.
SUBCONTRACTOR/VENDOR
3710 Elizabeth Lake Rd.
Waterford, Michigan 48328
Address

By Robert Jarvis
SIGNATURE
DATE 3-1-2001

POSTED

FILE

Subcontract Change Order

Detailed, Grouped by Each Number

Wal*Mart Store #2873/Cambridge Crossings
1929 West Maple Road
Troy, Michigan 48084
Attn: Dominic Parini

Project # 00-trwm
Tel: 248-288-4794 Fax: 248-288-4795

Cleveland Construction, Inc.

Date: 11/16/00
To Subcontractor/Vendor:
M&B Concrete Construction, Inc.
3710 Elizabeth Lake Rd.
Waterford, Michigan 48328

Phone: 248.738.7774
Fax: 248.738.7775

Architect's Project No:
Contract Date: 4/28/00
Subcontract Change Order #: 002

The Contract is hereby revised by the following items:

Increase Thickness of Retail 1 Front Sidewalk

PCO	Item #	Description	Amount
058	001	Increase Front Sidewalk Thickness at Retail 1 from 4" to 6" per quote dated 11/9/00	7,109

The original Contract Value was	585,000
Sum of changes by prior Subcontract Change Orders	(327,000)
The Contract Value prior to this Subcontract Change Order was	258,000
The Contract Value will be changed by this Subcontract Change Order in the amount of	7,109
The new Contract Value including this Subcontract Change Order will be	265,109
The Contract duration will be changed by	0 Days
The revised Substantial Completion date as of this Subcontract Change Order is	9/30/00

Cleveland Construction
CONTRACTOR
8620 Tyler Blvd.
Mentor, Ohio 44060
Address

By
SIGNATURE
DATE

M&B Concrete Construction, Inc.
SUBCONTRACTOR/VENDOR
3710 Elizabeth Lake Rd.
Waterford, Michigan 48328
Address

By ARTHUR AZZARO
SIGNATURE
DATE NOV. 21, 2000

FILE

Subcontract Change Order

Detailed, Grouped by Each Number

Wal*Mart Store #2873/Cambridge Crossings
1929 West Maple Road
Troy, Michigan 48084
Attn: Dominic Parini

Project # 00-trwm
Tel: 248-288-4794 Fax: 248-288-4795

Cleveland Construction, Inc.

Date: 11/16/00
To Subcontractor/Vendor:
M&B Concrete Construction, Inc.
3710 Elizabeth Lake Rd.
Waterford, Michigan 48328

Phone: 248.738.7774
Fax: 248.738.7775

Architect's Project No:
Contract Date: 4/28/00
Subcontract Change Order #: 002

The Contract is hereby revised by the following items:

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The Contract duration will be changed by	0 Days
The revised Substantial Completion date as of this Subcontract Change Order is	9/30/00

Cleveland Construction
CONTRACTOR
8620 Tyler Blvd.
Mentor, Ohio 44060
Address

By
SIGNATURE
DATE

M&B Concrete Construction, Inc.
SUBCONTRACTOR/VENDOR
3710 Elizabeth Lake Rd.
Waterford, Michigan 48328
Address

By
SIGNATURE
DATE

POSTED

NOV-16 00 15:32 FROM: TO:2487387775 PAGE:01

FILE

Change Order

Change No.	1
To Subcontract No.	011
Date	7/27/2000

Subcontractor: **M&B Concrete Construction, Inc.**

3710 Elizabeth Lake Rd.

Waterford, MI 48328

Vendor Number:

Attention: **Art Azzaro** Phone: **248-738-7774** Fax: **248-738-7775**

Reference Subcontract noted above for:

Project: **Wal-Mart Store #2873/Cambridge Crossings (00-trwm)**

Location: **1929 West Maple Rd.**

Troy, MI 48084

PLEASE MAKE THE FOLLOWING CHANGE ONLY IN THIS SUBCONTRACT:

Reference: RCO No.: **Budget Code: 03300**

Owner Change Order (OCO) No.:

Work Description:

Subcontractor shall not perform any work on the Wal*Mart Store or its attached walks, curbs and paved areas. Subcontractor shall agree to a reduction in contract value consistant with that establised in the Subcontract Agreement and quotes for the same. It is agreed that the amount to be deducted for the Wal*Mart store and attached concrete work is $325,000.00 for store and $2,000.00 for the landscape curbs and benches. Article 42.3 of the Subcontract Agreement shall be modified to remove all Contract Documents regarding the Wal*Mart Store. Atricle 43.1 of the Subcontract Agreement shall be modified t remove the Wal*mart Specification Sections.

This Change In Work is executed because of the fact that M & B Concrete can not make the scheduled start date of the Wal*Mart Store and has adivsed CCI of the same. M & B offered to let CCI pursue others to complete this Work and CCI has done so.

VALUE OF CONTRACT THROUGH CHANGE ORDER NO.	[Original Contract]	$585,000.00
SUBTRACT	FOR THIS CHANGE	-$327,000.00
REVISED AMOUNT OF SUBCONTRACT AFTER THIS CHANGE ORDER		$258,000.00

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN EFFECT

EXHIBIT B

TO

M & B CONCRETE CONSTRUCTION, INC.

v

CLEVELAND CONSTRUCTION, INC.

LIBER 23794 PAGE 839

312406
LIBER 23794 PAGE 839
$9.00 MISC RECORDING
$2.00 REMONUMENTATION
10/05/2001 04:18:04 P.M. RECEIPT# 68204
PAID RECORDED - OAKLAND COUNTY
G.WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

SECURACO, INC. 5042-0008 / 00-3823

CLAIM OF LIEN

NOTICE IS HEREBY GIVEN that on the 13th day of November, 2000, M & B Concrete Construction, whose address is 3714 Elizabeth Lake Road, Waterford, MI 48328, first provided labor and/or materials for an improvement to real property located in the City of Troy, Oakland County, Michigan, described as:

T2N, R11E, SEC 32 PART OF NE 1/4 BEG AT PT DIST S 00-29-31 W 60 FT & S 89-53-40 E 407.74 FT FROM N 1/4 COR, TH S 89-53-40 E 75.02 FT, TH S 00-03-45 W 581.40 FT, TH S 89-53-40 E 450 FT, TH N 00-03-45 E 581.40 FT, TH S 89-53-40 E 401.12 FT, TH S 00-10-41 W 1452.65 FT, TH N 89-30-11 W 848.21 FT, TH N 00-03-45 E 515.37 FT, TH N 89-38-34 W 769.90 FT, TH N 00-10-46 W 931.14 FT TO BEG

Sidwell #20-32-200-030

The owner of which property is:

CAMBRIDGE CROSSINGS SHOPS #1, L.L.C.

The last day of providing labor and/or materials was on the 25th day of July, 2001. The lien claimant's contract amount, including extras, is $156,861.50. The lien claimant has received payment thereon in the amount of $141,175.35, and therefore claims a construction lien upon the above described real property in the amount of **$15,686.15.**

M & B CONCRETE CONSTRUCTION
Lien Claimant

Dated: October 5, 2001

By: _____
Jaime L. Kurzman
Agent for Lien Claimant
1263 W. Square Lake Rd., Ste. 102
Bloomfield Hills, MI 48302
(248) 335-9431

STATE OF MICHIGAN
COUNTY OF OAKLAND

Subscribed and sworn to before me
this 5th day of October, 2001.

Daniel J. Foley, Jr., Notary Public
Oakland County, MI
My commission expires: 10/8/04

O.K. - LG

DRAFTED BY AND RETURN TO:
Jaime L. Kurzman
1263 W. Square Lake Rd., Ste. 102
Bloomfield Hills, MI 48302

VOL V MECH LIENS
LETTER C FILE # 27

SECURACO, INC.

5042.0008 / 00-3823

PROOF OF SERVICE OF NOTICE OF FURNISHING

STATE OF MICHIGAN
COUNTY OF OAKLAND

Daniel J. Foley, Jr., a person of suitable age and discretion, being duly sworn, deposes and says that on the 20th day of July, 2000, he mailed a Notice of Furnishing by U.S. Certified Mail and with postage fully prepaid thereon, to the following person(s) with the certified number as indicated:

Addressee and Address	Certified Number	Capacity
David R. Nelson Cambridge Crossings Shops #1. L.L.C. 6960 Orchard Lake Road, Suite 200 West Bloomfield, MI 48322	Z 299 078 657	Owner
Wal Mart Real Estate Business Trust 2001 SE 10th Street Bentonville, AK 72712	Z 299 078 658	Lessee
Seaver Title Company 42651 Woodward Bloomfield Hills, MI 48304	Z 299 078 659	Designee

Daniel J. Foley, Jr.

Subscribed and sworn to before me
this 5th day of October, 2001.

Jaime L. Kurzman, Notary Public
Oakland County, MI
My comm. expires: 8/25/06

EXHIBIT C

TO

M & B CONCRETE CONSTRUCTION, INC.

v

CLEVELAND CONSTRUCTION, INC.

PROOF OF SERVICE OF CLAIM OF LIEN

STATE OF MICHIGAN
COUNTY OF OAKLAND

Stanley W. Kurzman, a person of suitable age and discretion, being duly sworn, deposes and says that on the 9TH day of October, 2001, he mailed a copy of the Claim of Lien recorded with the Oakland County Register of Deeds at Liber 23794, Page 839, by U.S. Certified Mail and with postage fully prepaid thereon, to the following person(s) with the certified number as indicated:

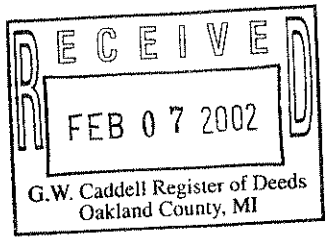
Addressee and Address	Certified Number
Cleveland Construction, Inc. 8620 Tyler Blvd. Mentor, OH 44060	7099 3400 0006 1075 0029
Wal-Mart Real Estate Business Trust 2001 SE 10th Street, Bentonville, AK 72712	7099 3400 0006 1075 0050
Cambridge Crossings Shops # 1 LLC 6060 Orchard Lake Road, Suite 200 West Bloomfield, MI 48322	7099 3400 0006 1075 0081
Seaver Title Company 42651 Woodward Bloomfield Hills, MI 48304	7099 3400 0006 1075 9993

Stanley W. Kurzman

Subscribed and sworn to before me
this 24th day of January, 2002.

Jennifer Meagher, Notary Public
Oakland County, MI
My comm. expires: 3/29/02

59447
LIBER 24762 PAGE 334
$9.00 MISC RECORDING
$2.00 REMONUMENTATION
02/07/2002 08:53:15 A.M. RECEIPT# 10909
PAID RECORDED - OAKLAND COUNTY
G.WILLIAM CADDELL, CLERK/REGISTER OF DEEDS



STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

M & B CONCRETE CONSTRUCTION, INC.,
a Michigan corporation,

Plaintiff,

-v-

No. 02-038145-CK
Hon. JUDGE EDWARD SOSNICK
OAKLAND COUNTY M&B CONCRETE vs CLEVELAND CC

CLEVELAND CONSTRUCTION, INC., an Ohio corporation, JOHN SMALL , an individual, KEITH ZEIGLER, an individual, JAMES SMALL, an individual, MARK SMALL, an individual, CAMBRIDGE CROSSING SHOPS, # 1, LLC, a Michigan Limited Liability Corporation, KEYBANK NATIONAL ASSOCIATION, a Michigan corporation, WAL-MART REAL ESTATE BUSINESS TRUST, an Arkansas Trust, CITY OF TROY, a Michigan municipality, GIANNOLA MASONRY COMPANY, a Michigan corporation, MECHANICAL HEATING & COOLING, INC., a Michigan corporation, WOLF MECHANICAL, INC., a Michigan corporation, and MAS ELECTRICAL SERVICES, INC., a Michigan Corporation, jointly and severally,

Defendants.

Notice of Lis Pendens

RECEIVED FOR FILING
OAKLAND COUNTY CLERK
'02 FEB -7 A8:44
BY
DEPUTY COUNTY CLERK

STANLEY W. KURZMAN (P16308)
Attorney for Plaintiff
1263 W. Square Lake Rd., Ste. 102
Bloomfield Hills, MI 48302-0845
(248) 335-9431 / Fax (248) 338-8188

NOTICE IS HEREBY GIVEN that a suit has been commenced, and is pending in said court, upon a complaint filed by the above named Plaintiff against the above named Defendants, for the foreclosure of a construction lien and the premises affected by the said foreclosure is situated in the City of Royal Oak, County of Oakland, State of Michigan, which is the subject of this litigation and more particularly described as:

Part NW & NE 1/4

T1N, R11E, SEC 7 PART OF SEC BEG AT PT DIST S 89-37-00 E 1968.49 FT & S 01-13-00 W 60.01 FT FROM NW SEC COR, TH S 89-37-00 E 1948.44 FT TO E LINE OF 'BROADACRES SUB', TH S 03-07-19 W 717.16 FT, TH S 89-42-23 E 420.12 FT, TH S 57-05-19 W 185.41 FT, TH S 89-34-48 E 150.55 FT, TH S 03-07-19 W 143.14 FT, TH N 89-34-48 W 361.21 FT, TH S 57-05-19 W 73.22 FT, TH S 03-07-19 W 712.07 FT TO SW COR OF 'JUDSON BRADWAY'S WOODWARD-MONNIER SUB', TH S 03-51-34 W 483.61 FT TO SW COR OF 'FANNIE ACRES SUB', TH S 57-11-31 W 50.97 FT, TH S 03-07-19 W 270.02 FT TO CEN LINE OF VAC ALLEY, TH N 88-51-13 W 718.81 FT, TH S 03-07-19 W 100 FT, TH N 88-38-41 W 25.05 FT, TH N 03-07-19 E 110 FT TO N LINE OF VAC ALLEY, TH N 88-38-41 W 80.04 FT TO W LINE OF TYLER AVE, TH S 02-07-19 W 10 FT TO CEN LINE OF VAC ALLEY, TH N 88-51-13 W 75.05 FT, TH S 03-07-19 W 100 FT, TH N 88-51-13 W 40 FT, TH N 88-50-11 W 875.46 FT TO E LINE OF 'PRAIRIE LAWN ACRES', TH N 01-13-00 E 2567.85 FT TO BEG EXC S 839.73 FT OF W 400 FT THEREOF, ALSO EXC FOL LOTS IN 'BROADACRES SUB'LOTS 111 TO 118 INCL, W 75 FT OF LOTS 119 TO 126 INCL, ALL OF LOTS 143 TO 158 INCL,E 55 FT OF LOTS 246 TO 253 INCL & ALL OF LOTS 254 TO 261 INCL & 1/2 OF VAC GARDNER AVE LYING ADJ TO SD EXCEPTED LOTS OF 'BROADACRES SUB', ALSO EXC BEG AT PT DIST S 776.49 FT FROM NE COR OF 'BROADACRES SUB', TH SLY 96.50 FT, TH ELY 278 FT, TH NELY 176 FT ALG NWLY LINEOF 'JUDSON BRADWAY'S WOODWARD MONNIER SUB', TH WLY 420.29 FT TO BEG, ALSO THAT PART OF VAC TYLER AVE ADJ TO LOT 336, ALSO THAT PART OF 1/2 OF VAC ALLEY ADJ TO LOT 342 OF 'BROADACRES SUB' 9/15/89 FR 001, 002, 003, 023, ALSO 180-005, ALSO 229-020

25-07-251-024 - NW + NE 1

Stanley W. Kurzman (P16308)
Attorney for Plaintiff
1263 W. Square Lake Rd., Ste. 102
Bloomfield Hills, MI 48302-0845
(248) 335-9431

Dated: January 24, 2002

Drafted by and return to:
Stanley W. Kurzman (P16308)
Attorney for Plaintiff
1263 W. Square Lake Rd., Ste. 102
Bloomfield Hills, MI 48302

BOARDS AND COMMITTEES VACANCIES

The appointment of new members to all of the listed board and committee vacancies will require only one motion and vote by City Council. Council members submit recommendations for appointment. When the number of submitted names exceed the number of positions to be filled, a separate motion and roll call vote will be required (current process of appointing). Any board or commission with remaining vacancies will automatically be carried over to the next Regular City Council Meeting Agenda.

The following boards and committees have expiring terms and/or vacancies. Bold red lines indicate the number of appointments required:

Board of Canvassers

Appointed by Council (4) - 4 years

Unexpired term 12-31-2003

Term expires 12-31-2005

PHONE	NAME	ADDRESS	TERM EXPIRES
680-8870	Gary Kohut (D)	2414 John R Apt A203, 83	**Dec. 31, 2001**
879-9776	Mary Shiner(R)	5456 Patterson, 98	**Dec. 31, 2005**
879-0950	Rolland Ersin (D)	6301 Atkins, 98	**Dec. 31, 2003**
644-1038	Carole Webb (R)	2434 Hampton, 84	**Dec. 31, 2003**

Mr. Ersin has resigned

Board of Review

Mayor, Council Approval (3) - 3 years

Term expires 1-31-2005

PHONE	NAME	ADDRESS	TERM EXPIRES
879-0531H 828-4303B	James Edward Hatch	5552 Larkins Dr., 98	**Jan. 31, 2003**
643-6653H 512-3110B	Frank J. Howrylak	3035 Newport Ct., 84	**Jan. 31, 2003**
647-3490	Eileen Turner	1810 Witherbee, 84	**Jan. 31, 2002**

Ms. Turner wishes to be reappointed

Historic District Commission

Appointed by Council (7)- 3 years

Term expires 3-01-2004

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
879-9494H 366-1224B	Marjorie A. Biglin	5863 Cliffside, 98	**March 1, 2004**
689-7031	Kevin Danielson	210 Paragon, 98	**May 15, 2003**
619-7119H 362-2888B	David J. Eisenbacher	1863 Lakewood, 83	**March 1, 2002**
645-2187H	Paul C. Lin	1599 Witherbee, 84	**May 15, 2003**
828-0618	William G. Martin, Ch. **(Resigned)**	138 E. Square Lake, 98	**March 1, 2004**
524-1874H	Jacques O. Nixon	1035 Milverton, 83	**March 1, 2002**
689-0516	Dorothy Scott	129 Belhaven, 98	**May 15, 2003**

Mr. Martin has resigned effective 10/21/01.

Library Committee

Appointed by Council (5) - 3 years

Term expires 7-01-2002 (Student)

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
643-7152H 313-226-8614B	David Cloyd	1737 Chatham Dr., 84	**Apr. 30, 2003**
689-6735	Margaret Gaffney	2467 London, 98	**Apr. 30, 2002**
641-0248	Michael Gladysz **(Student)**	4633 Riverchase, 98	**Dec. 31, 2001**
689-2623	Lynne R. Gregory	2244 Niagara, 83	**Apr. 30, 2004**
879-8045	Fern Nelsen	2567 Coral, 98	**Apr. 30, 2002**
641-8511	Nancy D. Wheeler, Pres.	5355 Beach, 98	**Apr. 30, 2004**

Liquor Committee

Appointed by Council (7) - 3 years

Term expires 7-01-2002 (Student)

Unexpired term ending 1-31-03

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
879-0817H 689-5900W	Max K. Ehlert	6614 Northpoint, 98	**Jan. 31, 2005**
689-4614H 810 575-2648B	W. S. Godlewski	2784 Whitehall, 48098	**Jan. 31, 2005**
828-7436	James C. Moseley	1687 White Birch Ct.,98	**Jan. 31, 2003**
689-8092	James R. Peard	4549 Post, 98	**Jan. 31, 2003**
642-1887H 647-9099W	Thomas G. Sawyer, Jr., Ch.	895 Norwich, PO 99236,Troy 48099	**Jan. 31, 2003**
649-7480	David J. Balagna	1822 Wilmet, 98	**Jan. 31, 2003**
689-1099	John J. Walker (Resigned)	94 Evaline, 98	**Jan. 31, 2003**
641-8432	Jennifer Gilbert (Student)	4808 Rivers Edge, 98	**July 1, 2001**
524-3477	Capt. Dane Slater	Police Department	**(Ex-officio)**

Mr. Walker has resigned

Planning Commission

Mayor, Approved by Council (9) - 3 years

Term expires 12-31-2004

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
524-9850	Gary G. Chamberlain	4850 Alton, 98	**Dec. 31, 2002**
689-1849	Jordan C. Keoleian **(Student)**	3709 Kings Point Dr, 83	**July 01, 2002**
952-5588 H 435-1712 B	Dennis A. Kramer	1903 Spiceway, 98	**Dec. 31, 2003**
879-8877H 649-1150B	Larry Littman	6867 Killarney, 98	**Dec. 31, 2004**
528-3848	Cynthia Pennington	1924 Westwood, 83	**Dec. 31, 2002**
689-3722	James E. Reece, Jr.	2915 Hill, 98	**Dec. 31, 2001**
524-2285	James H. Starr	2643 Arrowhead, 83	**Dec. 31, 2002**
879-8529	Walter A. Storrs, III	5676 Martell, 98	**Dec. 31, 2003**
642-9737	David T. Waller	2921 Townhill, 84	**Dec. 31, 2003**
641-7115 H 775-7710 B	Wayne C. Wright	2525 Homewood, 98	**Dec. 31, 2004**

Mr. Reece wishes to be reappointed.

Traffic Committee

Appointed by Council (7) – 3 years

Term expires 7-01-2002 (Student)

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
649-2319	David Allen (Student)	3755 Ledge Ct., 84	**July 01, 2001**
879-0103	John Diefenbaker	5697 Wright, 98	**Jan. 31, 2003**
879-0250H 663-5055B	Eric S Grinnell	406 E Square Lake, 84 **MAIL TO:** PO Box 99417 Troy MI 48099	**Jan. 31, 2003**
689-1223	Lawrence Halsey	663 Vanderpool, 83	**Jan. 31, 2003**
689-9401H (313)665-4284B	Jan L. Hubbell	1080 Glaser, 98	**Jan. 31, 2005**
524-1595	Richard A. Kilmer	62 Hickory, 83	**Jan. 31, 2005**
362-2128H 827-2359B	Robert M. Schultz	883 Kirts Blvd., 84	**Jan. 31, 2005**
524-9062H 689-2920B	Charles A. Solis, Ch.	1866 Crimson, 83	**Jan. 31, 2003**
524-3379	John Abraham	Traffic Engineer	**(Ex-officio)**
524-3443	Charles Craft	Police Chief	**(Ex-officio)**
524-3419	William Nelson	Fire Chief	**(Ex-officio)**

February 11, 2002

City of Troy
Support Services Division
Liquor Advisory Committee

Sgt. George Zielinski:

It is with regret that I must submit my letter of resignation as a member of the Liquor Advisory Committee. Due to personal reasons I will be unable to continue as a member.

At this point in time I find I am unable to attend a sufficient number of meetings to be a contributing member of the committee. Thank you for the knowledge I have gained while a member of this committee, and I will continue to support the efforts of this Committee.

I will miss the friendships I have made these past few years and wish the best for this Committee and its members.

Sincerely,

John J. Walker

John J. Walker, Sr.

F-1

CITY OF TROY, MICHIGAN
APPLICATION FOR BOARDS AND COMMITTEES

Thank you for your interest in serving on an Advisory Board or Committee. The purpose of this form is to provide the Mayor and City Council with basic information about residents considered for appointment. The application will be kept on file for two years.
(Please type or print)

Date: 2/12/2002

Name: Christopher A. SoBota

Address: 343 TARA

City: Troy Zip: 48085

Home Phone Number: 248 872 7782

Employer: Mellom + McCarthy P.C.

Address: 2200 W. Big Beaver Phone: [redacted]

Are you a registered voter in the City of Troy? YES

How long have you lived continuously in the City of Troy? Life (excluding college)

Have you ever been convicted for anything other than a minor traffic violation? NO

Number the Advisory Boards or Committees for which you would like to apply:
(in order of preference - 1 = First Choice, 2 = second Choice, etc.)

____ Advisory Committee for Persons with Disabilities	____ Advisory Committee for Senior Citizens
____ Animal Control Appeals Board	____ Board of Canvassers
____ Board of Review	____ Board of Zoning Appeals
____ Building Code Board of Appeals	____ CATV Advisory Committee
____ Charter Revision Committee	1 Civil Service Commission Act 78
____ Downtown Development Authority	____ Economic Development Corporation
____ Election Commission	____ Historical Commission
____ Historic District Commission	____ Library Board
2 Liquor Committee	3 Municipal Building Authority
____ Parks & Recreation Board	____ Personnel Board
____ Planning Commission	____ Retirement System Board of Trustees
____ Traffic Committee	____ Troy Daze Committee

☐ **I do not wish to be reappointed.**

Will consider any committee

F-1

Professional Qualifications and/or Work Experience: See Attached

Community Activities and/or Other Experience: See Attached

Educational Background:
See Attached

References (Please list name and address):

Joshua West
Troy District Ct
(248) 390-8058

Please indicate REASONS FOR DESIRING TO SERVE:

I would like to serve the Troy Community

Signature: [illegible]

PLEASE RETURN THIS APPLICATION TO: TROY CITY CLERK'S OFFICE
500 W Big Beaver Road
Troy MI 48084

rev.11/00

Christopher Allen Sobota
P.O. Box 846
Troy, Michigan 48099
(248) 872-7782

Education

Wayne State University
Corporate and Finance LL.M. Student

University of Detroit Mercy School of Law
Juris Doctor (December, 2001)

Michigan State University
Bachelors of Science: Biochemistry / Biotechnology (1998)

Certificates of Achievements:

- Emergency Medical Technician Specialist – Lansing Community College
- Emergency Medical Technician Basic – Oakland Community College

Work Experience

Mellon and McCarthy, P.C.
Troy, Michigan
Law Clerk (5/2001 – Present)

- Medical malpractice and insurance defense practice areas
- Legal research and writing including drafting motions for summary disposition and other discovery documents
- Filed various documents at local court houses

LADA Landlord/Tenant Urban Law Clinic (For law school credit)
Detroit, Michigan (August 2000 - December 2000)

- Prepared legal pleadings and motions - Assisted with client interviews
- Negotiated settlements under attorney supervision / Attended court
- More than 120 work hours while attending law school full time

Community EMS
Southfield, Michigan
Emergency Medical Technician Specialist (01/2000 – 12/2001)

- Weekend work while attending law school full-time
- Provided emergency care and medical transportation on mobile intensive care, advanced life support and basic life support ambulances
- Provided emergency medical care under high stress situations

Quantum Resources at Pharmacia and Upjohn (08/1998 – 05/1999)
Portage, Michigan - Chemist

- Gathered and analyzed HPLC data for drug potency and impurity studies
- Followed complex FDA and company guidelines
- Completed experiments independently

Michigan Biotechnology Institute International (01/1998 – 08/1998)
Lansing, Michigan - Research Aide III

- Collected scientific data for client use
- Operated Gas Chromatography (GC) equipment
- Conducted experiments / assisted with fermentation operations
- Obtained Hazmat / environmental training

Licenses and Skills

Michigan:

- Real estate salesperson
- Residential builder
- Emergency Medical Technician Specialist

Dale Carnegie Graduate (1999)
Notary Public - Oakland County, Michigan
Student Member: Michigan Bar Association

Volunteer Work

Clinton Area Ambulance – St. Johns, Michigan

- 03/1997 – 11/1998
- Emergency Medical Technician Specialist
- De minimus paid volunteer
- This position involved serving a rural community in the EMS field. Leadership involved providing EMS care to individuals a good distance from major hospitals.

Williamston Fire Department – Williamston, Michigan

- 09/1997 – 03/1998
- Emergency Medical Technician
- De minimus paid volunteer

Civil Service Commission (Act 78)
Committee of 3

Presently Serving Name	*Address*	*Telephone Numbers*	*Term Expires*	*Original Appt Date*
Cannon, David C (Appointed by Mayor)	3339 Medford, 84	248-649-9308 (Home) 734-525-4452 (Work) (734) 525-2686 (Fax)	4/30/06	7/11/94
McGinnis, Donald E Jr (Police/Fire Repr)	1721 Crooks, 84	248-643-6002 (Work) 810-215-9000 (MOBILE) 248-643-4320 (Fax)	4/30/04	7/29/98
Daugherty, Patrick (Civil Service)	5512 Whitfield, 98	641-1849H 313-442-6495B	4/30/02	12/13/01

Interested Citizens Name	*Address*	*Telephone Numbers*	*Date Received*	*Sent To Council*	*Currently Serving*
Easterbrook, David J	5595 Hunters Gate,98	641-7063H 330-2305C	9/25/01 9/2003	10/01/01	
Rogowski, Robert F	3311 Medford, 84	637-9576H 313-226-9539B	11/14/01 11/2003	12/17/01	
Sobota, Christopher A	343 Tara, 85	872-7782	2/14/02 2/2004	2/18/02	
Ziegenfelder, Peter	3695 Forge, 83	582-0237H 696-2277B	12/07/00 6/11/01	12/18/00 07/09/11	Municipal Building Authority

Liquor Advisory Committee
Committee of 7

Presently Serving Name	*Address*	*Telephone Numbers*	*Term Expires*	*Original Appt Date*	*TimeApplied Term Limits*
Balagna, David J	1822 Wilmet, 98	619-1472	1/31/03	1/31/01	1/31/01
Ehlert, Max K	1224 Hartwig, 98	879-0817	1/31/05	9/14/92	2/15/99
Gilbert, Jennifer (Student)	4808 Rivers Edge, 98	641-8432	7/01/01	6/19/00	
Godlewski, W S	2784 Whitehall, 98	689-4614H 810-575-2648B	1/31/05	6/21/99	6/21/99
Moseley, James C	1687 White Birch Ct, 98	828-7436	1/31/03	3/05/99	3/05/99
Peard, James R	4549 Post, 98	689-8092	1/31/03	2/16/98	1/08/01
Sawyer, Thomas G Jr	895 Norwich MAIL TO: PO Box 99236, 99	642-1887H 647-9099B	1/31/03	9/25/89	1/22/01
Walker, John J (Resigned)	94 Evaline, 98	689-1099	1/31/03	3/02/93	2/14/00
Captain Dane Slater	Police Department	524-3477			

Each member shall not serve more than three consecutive terms, any portion of a term served shall constitute one full term and this resolution shall Apply only to terms starting after January 1, 1999 COUNCIL RESOLUTION # 98-540

Liquor Advisory Committee
Committee of 7

Interested Citizens Name	*Address*	*Telephone Numbers*	*Date Received*	*Sent To Council*	*Currently Serving*
Bennett, Alex	**1065 Arthur, 83**	**689-8176**	**11/01/00**	**11/06/00**	**CATV Advisory**
Deel, Ryan J	**2926 Roundtree, 83**	**252-4588H** **357-6610B**	**5/17/01/6/25/01** **5/2003**	**5/21/01** **7/09/01**	
Hall, Patrick C	**5363 Clearview, 98**	**641-4765H** **952-0400B**	**1/26/01** **5/2003**	**2/05/01**	
Kovacs, Matthew	**5621 Livernois, 98**	**879-5193H** **458-5900B**	**1/08/01**	**1/22/01**	**Board of Zoning Appeals**
Sobota, Christopher A	**343 Tara, 85**	**872-7782**	**2/14/02** **2/2004**	**2/18/02**	
Ukrainec, Bohdan L	**1895 Lyster Lane, 98**	**879-1361**	**1/30/01** **5/2003**	**2/05/01**	
Ziegenfelder, Peter F	**3695 Forge Dr, 83**	**528-0237H** **696-2277B**	**12/07/00** **6/11/01** **5/2003**	**12/18/00** **07/09/01**	**Municipal Building authority**

Each member shall not serve more than three consecutive terms, any portion of a term served shall constitute one full term and this resolution shall Apply only to terms starting after January 1, 1999 COUNCIL RESOLUTION # 98-540

Municipal Building Authority
Committee of 5

Presently Serving Name	*Address*	*Telephone Numbers*	*Term Expires*	*Original Appt Date*
Krokosky, Robert J	944 Bridgetown, 98	828-3995H 810-492-2885B	1/31/05	12/18/00
McCain, William S	3767 Old Creek, 84	362-0813	1/31/03	12/20/93
Taube, Frank A III	2488 Tall Oak, 98	641-7510	1/01/03	2/10/92
Ziegenfelder, Peter F	3695 Forge, 83	528-0237H 696-2277B	1/31/03	1/07/01
Lamerato, John M	Asst City Mgr/Finance Dir	524-3330	1/31/03	

Interested Citizens Name	*Address*	*Telephone Numbers*	*Date Received*	*Sent To Council*	*Currently Serving*
Bluhm, Kenneth	6187 Brittany Tree, 98	879-5725H 313-225-9095B	11/24/00	12/04/00	Economic Development
Kasunic, Diane	3036 Oakhill, 84	433-1348	7/19/00 3/22/01	8/09/00 4/09/01	Advisory Comm for Persons w/Disabilities
Miesiak, Conrad	5373 Shrewsbury, 98	879-9238	12/11/00 12/2002	12/18/00	
Schultz, Robert M	883 Kirts Blvd, 84	362-2128H 827-2359B	1/15/01 1/2003	1/22/01	Traffic Committee
Sobota, Christopher A	343 Tara, 85	872-7782	2/14/02 2/2004	2/18/02	

February 11, 2002

TO: The Honorable Mayor and City Council

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

SUBJECT: Easement Access for Improvements to the Fetterly Drain for the Proposed Oak Forest Subdivision

As per Mayor Pryor's request, the suggested resolution to approve access to the Fetterly Drain easement that appeared on the December 17, 2001 City Council agenda is being resubmitted for Council consideration. Inasmuch as Mayor Pryor was not able to attend the December 17th meeting, he has requested the opportunity to consider to resolution with all the members of city council.

As previously communicated, it is recommended that Council grant conditional approval to access the easement across city property, subject to the developer submitting site engineering plans that meet all applicable state and local laws, ordinances and design requirements, including state wetland regulations. Plan approval and easement access shall be subject also to the developer allowing the city access to property that will be impacted by the Fetterly Drain improvements so that existing wetlands can be inventoried and an assessment of impacts to existing state regulated wetlands can be made and all impacts eliminated or mitigated to the satisfaction of the city and the Michigan Department of Environmental Quality.

Upon receipt in January of written permission to access Mr. Garrett's property, our environmental consultant was scheduled to inspect the property to confirm MDEQ wetland findings. Due to recent snowfalls and resulting site conditions, only a preliminary site inspection and report has been done. A complete inspection and final report will be competed as soon as conditions permit. We are working on a daily basis with Dr. Jaworski to schedule his inspection and obtain his report as soon as possible.

At the request of Mr. John McCulloch, Oakland County Drain Commissioner, city staff and Mayor Pryor met on January 28 to discuss the proposed Fetterly Drain project. During this meeting the Chief Engineer for the OCDC, Mr. Joe Kozma, confirmed that the County Drain Commission is not exempt from state MDEQ regulations pertaining to wetlands. Inasmuch as the MDEQ Wetland Assessment Report identified regulated wetlands within and contiguous to the existing Fetterly Drain, the Drain plans must be submitted to MDEQ for review and permit. All wetland impacts must be eliminated or mitigated to the satisfaction the MDEQ and a permit issued before the drain project can proceed. The city and OCDC must also review and approve the plans prior to construction.

During our meeting with Mr. McCulloch, a future extension of the Fetterly Drain project north to Square Lake Road was discussed. This extension of approximately 1000 feet could provide a gravity outlet from the detention pond at Kensington Church were currently they are facing a costly replacement and upgrade of their temporary pump outlet. City and ODCD staff will be meeting with church officials to discuss design alternatives, apportionment of costs, timeline and other pertinent issues. Due to the significant amount of time, perhaps six months to a year that that an extension project may take, it is not feasible to construct both projects at once as this would cause an unacceptable delay to Mr. Garrett's development of Oak Forest subdivision.

As requested by Council at the meeting of February 4th, the following information is provided concerning the items of concern cited by Council when the matter was tabled on December 17, 2001:

- Written permission from Garrett to access the property – RECEIVED
- Garrett to provide city with MDEQ's wetland determination – RECEIVED
- Wetland inspection and report from City's consultant – IN PROGRESS
- Assessment of Proposed Fetterly Drain Project impacts on regulated wetlands by MDEQ, OCDC and City – NO PLANS HAVE BEEN SUBMITTED
- Approval of Proposed Fetterly Drain Project by other property owner – OWNER HAS INDICATED SUPPORT FOR THE PROJECT TO CITY STAFF

An updated Oak Forest and Oak Forest South plat approval chronology is included with this submittal. On February 12, 2002 the Planning Commission recommended denial of the Tentative Preliminary Plat of Oak Forest South subdivision (through failure of motion to approve). To date, only the Oak Forest (Revised) subdivision located on the east side of the Fetterly Drain has received Tentative Preliminary Platt approval. As you are aware, these subdivisions cannot be developed without moving forward on the Fetterly Drain project.

December 13, 2001

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
Gary A. Shripka, Assistant City Manager/Services
Mark F. Miller, Planning Director
Doug Smith, Real Estate & Development Director
Steven J. Vandette, City Engineer

SUBJECT: Easement Access for Improvements to the Fetterly Drain for the Proposed Oak Forest Subdivision

While Council considers the suggested resolution to approve access to the Fetterly Drain easement across city property, you should be aware that future approval of the Wetland or Natural Features Ordinances would not apply to the proposed Oak Forest Subdivision. This subdivision was granted tentative preliminary plat approval on July 23, 2001, and whereas the proposed ordinances do not apply to site plans approved prior to adoption of the ordinances, Oak Forest would be exempt from all provisions of the proposed ordinances. The subdivision would still be subject to state regulation of wetlands larger than five acres or wetlands contiguous to a stream.

Approval of access to the easement permits the developer to proceed with site engineering plans in preparation for final preliminary plat approval. These plans will include detailed design of storm and sanitary sewers, water mains, storm water detention, grading and drainage and design of the Fetterly Drain improvements as well as all other improvements required by city development standards. These plans will be submitted for city review and review by the Drain Commission for Oakland County for compliance with all current design standards, ordinances and laws pertaining to wetlands, development and storm water management. Final preliminary plat approval by City Council shall not be recommended until the plans meet all applicable requirements.

It is recommended that Council grant conditional approval to access the easement across city property, subject to the developer submitting site engineering plans that meet all applicable state and local laws, ordinances and design requirements, including state wetland regulations. Plan approval and easement access shall be subject also to the developer allowing the city access to property that will be impacted by the Fetterly Drain improvements so that existing wetlands can be inventoried and an assessment of impacts to existing state regulated wetlands can be made and all impacts eliminated or mitigated to the satisfaction of the city and the Michigan Department of Environmental Quality.

November 27, 2001

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
Gary A. Shripka, Assistant City Manager/Services
Mark F. Miller, Planning Director
Doug Smith, Real Estate and Development
Steven J. Vandette, City Engineer

SUBJECT: Fetterly Drain and the Proposed Oak Forest Subdivision

In response to a letter from Joseph Kozma (copy attached) of the Oakland County Drain Commission, we would like to inform Council of several issues related to the required improvement of the Fetterly Drain for development of Mr. Garrett's property and to receive your guidance prior to scheduling a meeting with John McCulloch, Oakland County Drain Commissioner. The developer, Mr. Joel Garrett, wishes to proceed with the subdivision but he first must receive assurance from the Drain Commission that they will proceed with the Fetterly Drain improvement. For the cleanout to occur, the city must give approval to access the Fetterly Drain easement across city owned property located south of the proposed subdivision. Additionally, the Drain Commission may seek a temporary construction easement adjacent to the existing 40-foot wide Fetterly Drain easement that would allow for efficient operation of equipment and construction of the drain project.

The first issue is the drain improvement itself. As indicated in Mr. Kozma's letter, a previous proposal involving cleanout of the Fetterly Drain resulted in controversy and intense negative reaction from the public. A brief summary of events that preceded the controversy would helpful in understanding the current situation.

The County constructed this drain in 1945 under Chapter 4 of the Drain Code. The drain is an open ditch approximately 3,730 feet long and located in a 40-foot wide easement. The Michigan Drain Code limits the repair and maintenance of Chapter 4 Drains to $2,500 per mile per year, or about $1,770 per year for the entire Fetterly Drain. This amount is not nearly sufficient for the cleanout that is necessary today, notwithstanding the fact that the Drain Commission has no money in the Fetterly Drain account for cleanout of this drain. Parties other than the Oakland County Drain Commission, the owner of the Drain, must finance any improvements.

In 1994 the City Engineering Department requested that the Drain Commission begin the process for cleanout and improvement of the Fetterly Drain from Atkins Road (north of Square Lake) to the northern boundary of the City's Jaycee Park. This request was prompted by the need for maintenance and an offer by Joel Garrett that he would pay the cost of cleanout across two properties that he owned within the project limits impacted by the Fetterly Drain. The estimated cost of the project in 1998 after Professional Engineering Associates (PEA) completed design work was $875,000. Mr.

Garrett's share was $158,670 for improvements across his properties. The proposed city share was $716,330.

Opponents of the project said that the improvements will destroy natural wetlands, eliminate a blue heron rookery and habitat for other wildlife and create drainage problems elsewhere in the area and downstream. Also, there was some public concern about the community at large paying for drain improvements that allegedly would drain wetlands and promote development of these lands (see attached May 20, 1998 Oakland Press article).

City funding for the project was considered and tabled by City Council at their May 4 & 18, 1998 meetings. On July 20, 1998 City Council determined that they would not undertake any enclosure or cleanout project at that time until the Hubbell, Roth and Clark Master Storm Drain Study for Troy was completed. The study was to prioritize storm drain projects based on the severity of the drainage system inadequacy. This study, completed in July 1999, rated the Fetterly Drain project a priority 2. A priority 2 meant simply "The limits of the existing drainage system are exceeded during a design year storm event." This rating contrast with priority 1, which applies to an existing drainage system has the potential to cause structure damage and/or is a public safety concern. There has been no further action regarding city funding of the Fetterly Drain since the publication of the Master Storm Drain Study.

Wattles Square, Inc. (Mr. Joel Garrett) submitted Tentative Preliminary Plat Applications, in December of 1999, for the proposed Oak Forest and Oak Forest South Subdivisions. City Staff requested revisions to the plats and permission to inspect the wetlands on the properties. The City's wetlands consultant conducted a wetlands determination using historical data, aerial photography and a windshield survey. In January 2000 the Planning Commission tabled the Tentative Preliminary Plats to enable completion of necessary information including an environmental review and City requested revisions to the plats. Four tabling actions occurred at the Planning Commission in response to the lack of environmental information provided by the developer. In February of 2001 revised plats were submitted and included Oak Forest North Subdivision. Oak Forest North was not part of the developer's share of the estimated drain improvement costs because Mr. Garrett did not own the property in 1998. The required environmental information was not provided for the three proposed subdivisions. City Staff requested the required information be provided, prior to submittal to the Planning Commission. In April 2001 a revised Oak Forest Subdivision then was submitted, including a MDEQ Wetlands Assessment Report. This request included substantially smaller area than the earlier submittals. Eventually, in July of 2001, City Council granted Tentative Preliminary Plat Approval to a 10 acre, 24 lot subdivision. This approval includes the framework for the subdivision, setting the size and location of the lots, location of road rights-of-ways and the conceptual stormwater management system. Final Tentative Plat Approval is the next phase of development approval and requires full engineering approval. (Enclosed is a timeline of the subdivision submittals and summary of the subdivision platting process).

Mr. Garrett has verbally committed to paying the entire cost of the Fetterly Drain improvements from his property south to the north line of Jaycee Park. Whereas the previous plan included city funding for work on properties not owned by Garrett, including property north and south of Square Lake Road, north of Garrett's property, the currently proposed Fetterly Drain project would begin on his property and end at the north line of Jaycee Park. City approval of the project, therefore, would require no cost participation from the City of Troy, unless the city wishes to extend the project all the way to Atkins Road.

Any consideration of cleaning out the Fetterly Drain between Jaycee Park and Atkins Road should recognize that this area is an acquisition as part of the bond issue as a proposed acquisition for open space and parkland. Mr. Garrett's southern most parcel, the proposed Oak Forest South subdivision, is adjacent to Jaycee Park and has been as an expansion of the park. City Staff informed Mr. Garrett there is interest in purchasing some of his property to expand Jaycee Park. In addition, Mr. Garrett was informed that some type of linear park along the Fetterly drain was also desired by the City to provide a pedestrian friendly path connecting Jaycee Park to Square Lake, and hopefully beyond. Since those early discussions, the City has purchased four parcels south of Square Lake and north of Mr. Garrett's properties and purchased property north of Square Lake to extend the proposed trail system north ultimately to Flynn Park. Mr. Garrett has been willing to consider providing a path along the Fetterly drain as part of his projects.

Preliminary discussions with Mr. Garrett were held regarding the desire for more acreage that would provide for a much wider linear park through his proposed subdivisions. He indicated an interest in pursuing that, but only if the City were able to purchase the property along Willow Grove and make an exchange for his property through the center of his proposed subdivisions.

Since the wetland map indicates the presence of wetlands between Jaycee Park and Square Lake Road. An on site investigation would be required to determine wetland and natural feature limits. It should be noted that Mr. Garrett has expressly prohibited city officials or their consultants from entering upon his property to identify wetland and their limits, except for the 10 acre Oak Forest Subdivision with Tentative Preliminary Plat Approval. Without proper identification of size, location and limits of wetlands or natural features we cannot determine whether the property would be buildable, and therefore significantly alter Mr. Garrett's offer to pay for improvements to the Fetterly Drain.

Given the City's interest in a linear park from Jaycee Park to Square Lake, should management proceed to provide the necessary easements for the developer to complete the drain work or should the City proceed with attempting to work out a land transaction to acquire the linear park? We respectfully request your guidance on the City's position on approval of the proposed Fetterly Drain project.

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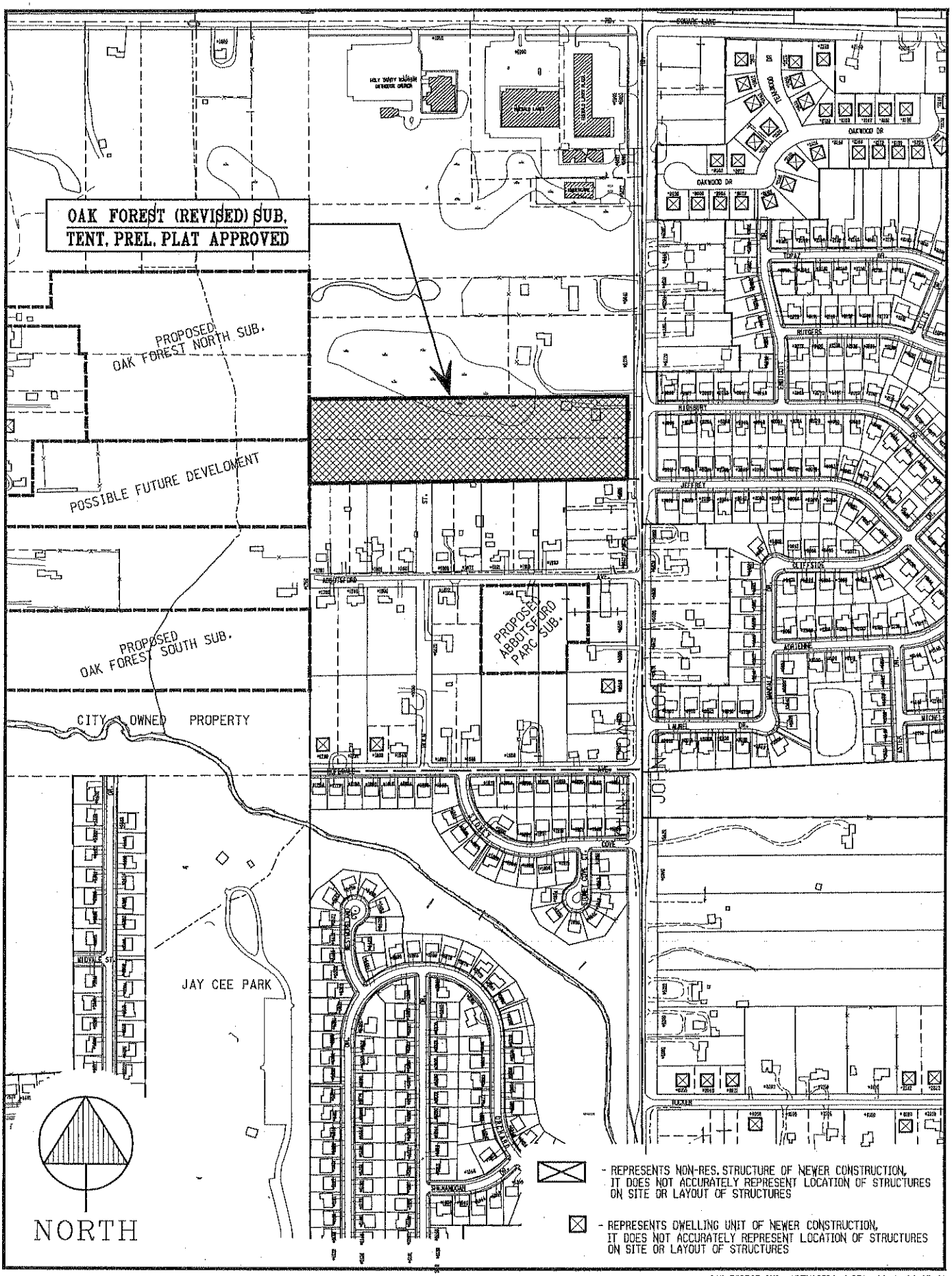


OAK FOREST SUB. (REVISED) / SEC. 11 / 04-25-01

JOHN P. McCULLOCH
OAKLAND COUNTY DRAIN COMMISSIONER
BUILDING 95 WEST
ONE PUBLIC WORKS DRIVE
WATERFORD MI 48328-1907
(248) 858-0958
FAX (248) 858-1066

KEVIN R. LARSEN
Chief Deputy Drain Commissioner
(248) 858-0981

WILLIAM E. KLOCKOW, P.E
Deputy and Manager
Engineering & Construction
(248) 858-1094

DOUGLAS A. BUCHHOLZ, P.
Deputy and Manager
Operations & Maintenance
(248) 858-1119

October 29, 2001

Neall Schroeder, P.E.
Engineering Department
City of Troy
500 West Big Beaver Road
Troy, Michigan 48084

RECEIVED BY
OCT 31 2001
ENGINEERING

Reference: **Fetterly Drain**
Proposed "Oak Forest" Subdivision

Dear Mr. Schroeder:

A preliminary plat for the proposed "Oak Forest" Subdivision has been submitted to this office by Professional Engineering Associates. The preliminary plat indicates that the subdivision will be located in the N.E. ¼ of Section 11, City of Troy and will involve the Fetterly Drain. The Fetterly Drain is a legally established County Drain under this office's jurisdiction.

Previous proposals involving the Fetterly Drain resulted in controversy and intense negative reaction from the public toward both this office and the City of Troy. Therefore, prior to completing our review of the "Oak Forest" preliminary plat, Drain Commissioner John McCulloch thought it advisable to schedule a meeting with appropriate representatives of the City of Troy, the Developer, Wattles Square, Inc., and this office to review the proposal.

As we discussed, please provide this office with a few times and dates convenient with the appropriate Troy representatives to meet in this office with Mr. McCulloch to discuss the matter.

Thank you for your cooperation. If you have any questions, please call.

Very truly yours,

OAKLAND COUNTY DRAIN COMMISSIONER

By: Joseph P. Kozma
Joseph P. Kozma, P.E.
Chief Engineer

JPK/bjt

cc: Joel Garrett

d:\twyman\kozma\fetterlydrain.ltr

THE OAKLAND PRESS
■ WEDNESDAY, MAY 20 1998

Questions clog drain work

By BOB GRITZINGER
Of The Oakland Press

TROY — Allegations are swirling over plans to improve a simple dirt ditch draining a swampy, wooded area south of Square Lake Road near John R.

On one side of the dispute are the Oakland County Drain Commission and local developer Joel Garrett. Both have hired the same Troy engineering firm, Professional Engineering Associates Inc., to work on the project involving the Fetterly Drain.

If the drain is improved as proposed, Garrett can develop his property and other residents and properties in the 320-acre area served by the drain will be protected from flooding, supporters contend.

On the other side are some local residents and city officials who want to know why the $368,000 project to clean the half-mile open drain has ballooned to $875,000 for a covered drain.

"It appears he (the developer) is trying to get the city and taxpayers to pay to drain wetlands that he bought cheap so he can develop it," said resident Lon Ullman, whose questions prompted city officials to delay the project.

"All I know is that suddenly we're faced with covering a drain that no one can ever recall overflowing its banks," said Troy Mayor Jeanne Stine.

Opponents say the improvements will destroy natural wetlands, eliminate a 20-nest blue heron rookery and habitat for other wildlife and create drainage problems elsewhere in the area and downstream.

"We don't want to see the wetlands drained and developed and we sure don't want our members who live in Troy to have to pay for it," said Nolan Bennett, programs director for Clean Water Action, a statewide nonprofit environmental group with 3,000 members in Troy.

"We have some real concerns about this use of taxpayers' dollars," Bennett said.

City officials have postponed action on the project several times since mid-April. On Monday, the council delayed action until June 15 and authorized assistant city manager John Szerlag to send a letter to the drain commission asking a series of questions.

Among those concerns:

■ Whether the drain is capable of handling a "10-year" rain estimated at 2.91 inches of rain per hour;

■ Whether improving the drain is justified compared with simply clearing it;

■ How much the developer is contributing to the cost and whether it is equal to the expected benefit;

■ If a regional water-retention basin might be a better alternative than enclosing the drain.

Joseph Kozma, drain commission chief engineer, has not seen the letter, but offered some answers.

He said county standards require that the drain be capable of handling a 10-year storm flow.

The drain was built in 1945 so the land could be farmed, but now has filled with silt and no longer is functioning adequately. It is creating wetlands, he said.

If the drain is simply dredged and widened to county standards, which require a more gradual slope into the drain, property alongside it would have to be acquired and many trees cut down, Kozma said.

Costs were estimated at $875,000, he said, with the city paying $716,000 and Garrett paying $159,000, based on his percentage of frontage along the drain.

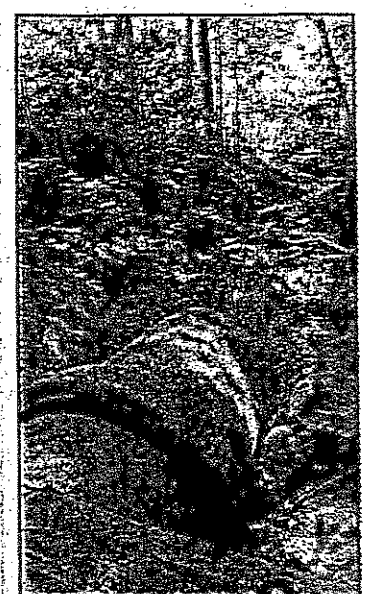
Kozma and Richard Graham, chairman of Professional Engineering Associates, confirmed that the engineering firm is working under contract for both the county drain commission and the developer who will benefit from the drain project.

But both men said the apparent conflict of interest has not affected the drain improvement proposal. They said the project was engineered at the request of city officials to meet county standards.

Kozma said he resents any insinuations about the project, saying the county hires many engineering firms as consultants that may also represent developers or land owners affected by drain projects. County oversight ensures that projects are designed to specifications no matter what firm is involved.

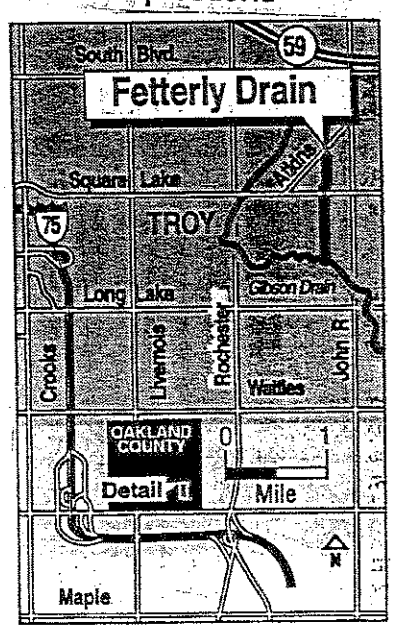
Ullman doesn't buy it.

"I see a real serious conflict of interest," he said.



A portion of the Fetterly Drain in Troy, south of Square Lake Road — The Oakland Press/ AMY E. POWERS

Developer's plan to improve Fetterly Drain raises questions



The Oakland Press/ROGER HICKS

Oak Forest & Oak Forest South Time Line
Tentative Preliminary Plat Application

12-17-1999	Wattles Square, Inc. submitted Tentative Preliminary Plat Applications for Oak Forest and Oak Forest South Subdivisions.
01-05-2000	City Staff requested revisions to plats & permission for inspection of wetland on sites.
01-10-2000	City Subdivision Control Ordinance revised to have City staff confirm natural features information in report form prior to submitting Preliminary Plat to the Planning Commission.
01-10-2000	Planning Department received Preliminary Wetland Evaluations by City consultant, however, consultant did not enter property.
01-11-2000	Planning Commission **tabled** plats to March 14 meeting **at request of Petitioner** to enable completion of environmental review and City requested revisions to plats.
03-14-2000	Planning Commission **tabled** plats to April 11 meeting **at request of Petitioner**.
04-05-2000	**Petitioner requested tabling** of the plats to May 9 meeting.
04-11-2000	Planning Commission **tabled** the plats "Until receipt of complete plat submission".
02-07-2001	City received revised plats for Oak Forest and Oak Forest South.
03-02-2001	City requested additional information including Wetland Report/Evaluation to complete applications.
04-24-2001	City received application for Oak Forest Subdivision (Revised) only. MDEQ Wetland Assessment & written permission to enter property submitted by applicant.
06-04-2001	City requested revised plat for June 12 Planning Commission meeting.
06-07-2001	City received revised plat.
06-12-2001	City received updated Wetland Evaluation and Map by City consultant, after on-site inspection.
06-12-2001	Planning Commission recommended approval of Tentative Preliminary Plat of Oak Forest Subdivision (Revised).
07-09-2001	City Council postponed Tentative Preliminary Plat for Oak Forest Subdivision (Revised) to July 23 meeting.
07-23-2001	City Council granted Tentative Preliminary Plat for Oak Forest Subdivision (Revised), subject to the City requesting a MDEQ Wetlands Permit public hearing before continuation of the Final Plan Approval Process.

Oak Forest & Oak Forest South Time Line
Tentative Preliminary Plat Application (cont.)

01-02-2002 City received a revised Tentative Preliminary Plat application for Oak Forest South.

01-14-2002 Applicant granted permission to City staff to enter all properties for wetland inspections.

01-22-2002 City received a Tentative Preliminary Plat application for Oak Forest West which is a combination of the property which was previously submitted as "Oak Forest North" and the western portion of the property that was included in the original "Oak Forest" application but not included in the approved Oak Forest (Revised) Tentative Preliminary Plat.

02-12-2002 Planning Commission recommended denial of Tentative Preliminary Plat of Oak Forest South Subdivision (through failure of motion to approve).

PLATTED RESIDENTIAL DEVELOPMENT LEVELS OF APPROVAL

Tentative Preliminary Plat Approval

The following items are included in the **Tentative Approval** process:

- Existing Conditions
- Tree Preservation Plan
- Street layout
- Number of lots
- Building setbacks
- Lot dimensions
- Stub Street for possible future developments
- Locations of easements
- The Planning Department analyses the potential future development of the abutting property.
- The developer must provide locations of wetlands and natural features on the property and the method of preservation.
- An environmental impact statement is required if the development consists of 25 lots or more.
- A sign is placed on the property informing the public of the proposed development.
- A notice of the public meeting before Planning Commission is mailed to the abutting property owners.

Final Preliminary Plat Approval

The following items are included in the **Preliminary Plat- Final Approval** process:

- Determine that all city development standards are met and complied with.
- Capacity of sanitary and storm sewers
- Size and location of Water mains
- Size and location of Detention / Retention basins
- Grading and rear yard drainage
- Paving and widening lanes
- Financial guarantees
- Sidewalk and driveway approaches
- Approval from other government agencies involved with the development.
- Verification of wetlands and M.D.E.Q. permit if necessary.
- Agreements, covenants or other documents for the dedication of land for public use or property owners use.

Final Plat Approval

Final Approval checks for conformance with the approved Tentative and Final Preliminary Plats and that all property conveyances such as R.O.W, Easements, Open Space and Parks are in proper order.

CONFIDENTIAL

CONFIDENTIAL
BLUE MEMORANDUM

1999
BOND PROJECTS
PARKS AND RECREATION OPEN SPACE
REAL ESTATE ESTIMATES

SITE #	PROJECT	# OF PARCELS	ACREAGE	ESTIMATED COST	STATUS	PURCHASE DATE
1	Section 22 Town Center Park	11 (10)	33.61 (28.5)	4,500,000	2.5 million	7/1/2000
2	Section 11 Jaycee Park Expansion	3	19.39	1,700,000	1 million	8/1/2000
3	Section 11 Square Lake/Willow Grove	3	11.99	555,000	735,000	5/1/2000
4	Section 12 John R/Tucker Park	5	27.80	2,850,000	1,000,000	?
5	Section 24 Barnard Elementary	2	13.95	1,250,000	765,000	6/1/2000
TOTAL					6 million	

July 12, 2001

TO: Gary A. Shripka, Assistant City Manager/Services
Mark Miller, Acting Planning Director
Steven J. Vandette, City Engineer
Tracy Slintak, Environmental Specialist
William Need, Director of Public Works Operation
Dana Calhoun, Civil Engineer

FROM: John Szerlag, City Manager

SUBJECT: Hydrology of Oak Forest Subdivision, West Side of John R Road, South of Square Lake Road

As you know, Mayor and Council tabled action on the above-referenced plat until July 23, 2001. This is because new evidence came to light at the Council meeting relative to delineation of wetlands. This is not to be confused with any proposed wetland/natural features protection ordinance. Put simply, our primary concern is to assure that existing and future residents don't experience flooding problems during rain events as a result of this development. Regardless of any ordinance that may be enacted, our concern is hydrology, and that falls within the purview of our existing ordinances and development standards.

In order to assist Mayor and Council in their decision-making process, at a minimum the following issues need to be addressed:

1) Can this plat be improved without making improvements to the Fetterly Drain? I believe the answer is "no", but verify this. In addition, research the records to determine why City Council pulled out of this project. Again, I believe it's because the master storm water update identified the Fetterly Drain as a *Priority Two*, and there are still millions of dollars worth of work in *Priority One* projects.

2) Can a wetland area be mitigated to another wetland area, and does the response bifurcate if any of the areas in question are regulated by MDEQ?

3) If detention is slated to be in a wetland area, what is the functionality of that detention during a significant rain event? Do our development standards allow detention to occur in a wetland area? Who would be responsible for detention pond maintenance?

4) Will construction of rear yard drains be allowed through wetlands?

5) Did lack of maintenance by these County-owned drains create wetlands on Mr. Garrett's property?

Please advise in your response if any other hydrology issues need to be addressed before we can assure that development on this site will not cause flooding problems for future Oak Forest Subdivision residents as well as our existing residents adjacent to the site, given a ten-year rain event. Because of the complexity of this issue, I think it would be in order to obtain outside advice from our consulting engineering firm that developed our revised master storm water report; namely, Hubbell, Roth and Clark.

The above issues will constitute the first part of our report. The second part will deal with the City of Troy's obligations relative to the criteria used in the approval process for tentative preliminary plats. My primary concern is if tentative approval can be withheld pending verification of hydrology issues or if such verification is applicable at the final plat submittal level. You'll want to get with Lori Bluhm on this.

The third component of this report will empirically address Mr. Garrett's concerns that Mayor and Council, as well as City staff, intentionally delayed the plat approval process. You'll need to contact Mr. Garrett directly.

I'm sending a copy of this memo to Mayor and Council so that they may contact me to request any additional information. Obviously, you will not be able to respond to all of these issues by next Council meeting, but I expect to have an update for the Agenda packet. Of course, please feel free to include anything else you think is germane to this issue, and call should you have any questions.

JS/mr\2001\To Staff RE Oak Forest

c: The Honorable Mayor and City Council
Lori Bluhm, Acting City Attorney

Proposed Oak Forest Subdivision Development- West of John R and South of Square Lake

This report is in response to concerns that the City Council and Administration had regarding the proposed Oak Forest Subdivision development. The majority of these issues will need to be addressed by the developer prior to obtaining Final Preliminary Plat Approval.

Fetterly Drain

The first issue involves improvements to the Fetterly Drain and the effects that this proposed development would have on the drain. The Fetterly Drain was constructed in 1945; in 1988 an inspection performed by Hubbell, Roth, and Clark (HRC) showed it to be in need of repair. In 1994 the City requested that the Drain Commission institute the process for these repairs. Subsequent engineering studies found that the size of the open drain required for these improvements could not be accomplished in the existing easement; therefore an enclosed drain with an open drain above would be required. At that time, the estimated cost of these improvements was $875,000. Approval for the funding of this drain improvement was considered and tabled by the City Council during May of 1998. In July, 1998 City Council determined that they would not undertake any enclosure or cleanout project at that time and further, that the impending HRC Master Storm Drainage Plan Update would prioritize storm drain projects on a City-wide basis. There has been no further action to date regarding the Fetterly Drain.

As stated in the Master Storm Drainage Plan Update, prepared by HRC in 1999, the Fetterly Drain is listed with a Priority 2 Ranking. This means that while the drain currently is not able to handle a 10 year storm event, making improvements to this drain is not ranked as one the highest priority projects. However, improvements to the drain will be necessary for development of this site to occur. These improvements are in addition to providing required detention of the 10 year storm. If drain improvements are to occur, City Staff, the Oakland County Drain Commission, and the developer will need to work closely in order for this project to succeed.

Wetland Mitigation

Are wetlands able to be mitigated to another wetland area? The Michigan Department of Environmental Quality (MDEQ) views wetland mitigation as a last resort. Only if upland areas cannot reasonably be used will they allow wetlands to be filled and mitigated (per Dave Wickens, MDEQ, Livonia office). Regulated wetlands receive higher priority for preservation than unregulated wetlands, and it is highly unlikely that an existing unregulated wetland would be accepted as mitigation for a regulated wetland that was filled. The MDEQ prefers large areas of mitigation as opposed to smaller, widely dispersed areas, and wants these areas to be outside of individual lots. They also prefer to see mitigation areas created adjacent to existing regulated wetlands.

Detention in Wetlands

The third issue concerns detention in a wetland area. The City's development standards require public detention basins to be dry basins in order to be accepted and maintained by the City of Troy. If the detention basin is located in the wetland and remains "wet", it will require private maintenance. A detention basin built in or adjacent to a wetland will create disturbance to the wetland, which will require additional mitigation if the wetland is regulated by the Michigan Department of Environmental Quality. In addition, the function and storage capacity of any wetland is limited. The developer's engineer will need to demonstrate to City staff that all contributing drainage areas have been accounted for if detention is proposed in the existing wetlands. MDEQ approval for such use of a wetland area will also be required. It is unclear whether or not the proposed detention area for Oak Forest is in a wetland, as the developer has prohibited City staff from accessing areas outside of the proposed plat.

Detention basins are prohibited from being located within the 10 year floodplain. If a basin is to be located in the 100 year floodplain, the developer's engineer will be required to provide information proving that it will have no adverse effect upstream or downstream of the proposed development.

Wetlands and Rear Yard Drains

Another issue concerns rear yard drains through wetlands. The City believes that yard drainage can be better addressed with side yard drains in areas with wetlands located in the rear yards. The concern is that the rear yard drains could drain the existing wetlands, thereby eliminating them. The developer should provide a study of the immediate drainage area to ensure the wetland is receiving the proper amount of water in order to maintain the area.

Wetland Creation/ Drain Maintenance

It stands to reason that the area surrounding the Fetterly Drain, previous to its construction, had some degree of wetness associated with it. Lack of development in the area serviced by the Fetterly Drain most likely placed it lower on the Oakland County Drain Commission's list of priorities for maintenance, and the area may be reverting to its natural state. Regardless of how wetlands are formed, the MDEQ will regulate those it considers to fall under its jurisdiction. These include wetlands that form from man-made activities. Dr. Jaworski, the Wetlands Consultant for the City of Troy, may be able to better address this issue if he is allowed full access to the entire site.

Prepared by Dana Calhoun, Storm Water Utility Engineer and Tracy Slintak, Environmental Specialist.

DATE: February 6, 2002

TO: Honorable Mayor and City Council

FROM: John Szerlag, City Manager
Gary A. Shripka, Assistant City Manager/Services
Lori Grigg-Bluhm, City Attorney
Mark Stimac, Director of Building and Zoning

SUBJECT: Appeal of Dangerous Building Determination
Accessory Structure at 1800 E. Long Lake
Parcel # 88-20-14-226-003

As part of our preparation activities regarding the commercial vehicle appeal submitted recently on the above referenced property, our attention was drawn to the condition of an accessory structure located at 1800 E. Long Lake. Mr. Norris, the owner of the property applied for a building permit on December 3, 2001, to basically rebuild the structure. This work included installing a foundation on the building, replacing the roof structure, repairing or replacing the rotted walls and installing new siding on the building. This scope of work was determined by the Building Department to be an extent exceeding 60% of the value of the building.

This site has a total of three accessory buildings. In addition to the 903 square foot building discussed here, there is also a 1600 square foot detached garage and another shed that is 388 square feet. This results in a total of 2891 square feet of accessory buildings. The existing residence on the site has a ground floor area of only 1698 square feet. Section 40.57.04 of the Troy Zoning Ordinance limits the size of accessory buildings to not more than one-half the ground floor area of the main building or 600 square feet whichever is greater. Based upon the size of the main building, accessory buildings on this site are limited to 849 square feet. The existing buildings are in excess of three times this amount. As such, they are classified as legal non-conforming structures per Section 40.50.04. Paragraph C of that Section states that “should a structure be destroyed by any means to an extent of more than 60 percent of its replacement cost, exclusive of the foundation at the time of destruction, it shall not be reconstructed except in conformity with the provisions of this chapter”. Based upon the determination of the Building Department that the scope of work involved was in excess of 60% of the value of the building, the permit application was denied on December 6, 2001.

We further, on December 6, 2001, notified Mr. Norris of our determination that the existing accessory building was a dangerous structure under the definitions provided in Section 5, 3 (d) and (e) of Chapter 82-B of the City Code. As such the Building Department has asked that the structure be demolished. On December 19, 2001 Mr. Norris filed a request for appeal of the determination of a dangerous building as called for in Section 4 of Chapter 82-B of the Troy City Code. I informed Mr. Norris as well as his attorney, Mr. Randall Gillary, that while the City Council could hear the administrative appeal of the determination of a dangerous structure they could not grant approval to make repair to the building in excess of 60% since jurisdiction on that matter rested with the Board of Zoning Appeal. I suggested that the proper course of action would be for Mr. Norris to file an appeal with the Board of Zoning Appeals to ask for approval for additional accessory buildings that would allow him to make his intended repairs to the building. On January 4, 2002, Mr. Norris, through his attorney, filed that application.

However, at the request of Mayor Pryor, staff delayed the Board of Zoning Appeals hearing and proceeded with the administrative appeal of the dangerous building determination to City Council. This action was purportedly to allow Council to consider referral to the Planning Commission of potential Zoning Ordinance amendments that may allow Mr. Norris to make the necessary repairs to his building. If Council is in concurrence, we ask that a public hearing be scheduled to hear this request. I may note again, that City Council may not grant Mr. Norris the approval to make repairs to the building in excess of 60% of its value as such action would be the granting of a variance of the Zoning Ordinance for which the Board of Zoning Appeals has jurisdiction. Council's only action in support of Mr. Norris's request would be to overturn the determination of a dangerous building and allow him to keep the building in its present state.

This item originally appeared on your agenda of February 4, 2002 but action was postponed until your meeting of February 18, 2002 at the request of the petitioner's attorney, Mr. Gillary. A public hearing could be established for this request at your March 4, 2002 meeting.

We will be happy to answer any questions that you may have regarding this matter either at or before the public hearing.

RECEIVED
DEC 19 2001
BUILDING DEPARTMENT

December 18, 2001

CITY OF TROY BUILDING DEPARTMENT
500 W. BIG BEAVER
TROY, MI 48084

SUBJECT: 1800 E. Long Lake

I Grant Norris would like to appear before City Council to appeal the Dangerous Building Notice dated December 6, 2001.

I plan to make the necessary repairs to bring the structure to minimum code.
I am the owner and occupant of this property

Grant F. Norris
Grant F. Norris
Grant Norris

Pamela R Bartosiak
Macomb County acting in Oakland
Expires 9-1-03.

City of Troy

500 West Big Beaver
Troy, Michigan 48084
Fax: (248) 524-0851
www.ci.troy.mi.us

Area code (248)

Assessing
524-3311

Bldg. Inspections
524-3344

Bldg. Maintenance
524-3368

City Clerk
524-3316

City Manager
524-3330

Community Affairs
524-1147

Engineering
524-3383

Finance
524-3411

Fire-Administration
524-3419

Human Resources
524-3339

Information Services
619-7279

Law
524-3320

Library
524-3545

Parks & Recreation
524-3484

Planning
524-3364

Police-Administration
524-3443

Public Works
524-3370

Purchasing
524-3338

Real Estate & Development
524-3498

Treasurer
524-3334

General Information
524-3300

December 6, 2001

Grant Norris
1800 E. Long Lake
Troy, MI 48085

Subject: 1800 E. Long Lake – Barn

Dear Mr. Norris:

As a follow up to our previous discussions relating to your accessory structure listed above and the result of the inspection by Gary Bowers, Building Inspector, the structure is considered unsafe and dangerous. Mr. Bowers observed severe dryrot in the structural members supporting the roof and walls and determined the roof system and walls are not capable of supporting the design loads.

In accordance with Chapter 82-B (d), (e), of the City of Troy Code the structure is unsafe for the purpose which it was intended to be used and is considered a dangerous building. You must demolish the accessory structure (Barn) by January 10, 2002. A permit is required prior to beginning any work on the site. If there are any utilities leading to the building, they must be properly terminated.

You have the right to appeal to the City Council, the decision made by this department. Your appeal must be filed with the Building Department within (10) days of the receipt of this notice.

You may call me at (248) 524-3359 if you have questions.

Sincerely,

Marlene Struckman
Housing & Zoning Inspector

CERTIFIED MAIL # 7099 3220 0003 7151 5536

MJS

City of Troy

500 West Big Beaver
Troy, Michigan 48084
Fax: (248) 524-0851
www.ci.troy.mi.us

Area code (248)

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Real Estate & Development
524-3498

Treasurer
524-3334

General Information
524-3300

December 6, 2001

Grant Norris
1800 E. Long Lake
Troy, MI 48085

RE: 1800 E. Long Lake

Dear Mr. Norris:

We are in receipt of your application for a Building Permit to repair/replace an accessory building at 1800 E. Long Lake.

The plans and specifications submitted to this office do not meet the requirements as set forth in the City Ordinance for the following reasons:

Your site plan indicates three (3) existing accessory buildings on your property having a total area of 2,892 square feet. The permit application indicates replacing a 904 square foot dilapidated structure with a new building of the same size. Section 40.57.04 limits the total of all accessory buildings on this property to 1200 square feet. Also, because the existing structure exceeds the allowable area, it is a non-conforming structure and Section 40.50.04 prohibits reconstruction to an extent of more than 60 percent of its replacement cost, exclusive of the foundation.

Therefore, your application may not be further processed until the above items are corrected and/or new plans and specifications submitted.

If you have any questions regarding the above, please feel free to contact me.

Sincerely,

Mitchell E. Grusnick
Residential Plan Analyst

MEG/pp

February 14, 2002

TO: MAYOR AND MEMBERS OF COUNCIL

FROM: LORI GRIGG BLUHM, CITY ATTORNEY

RE: PROCEDURUAL ISSUES- 1800 E. LONG LAKE RD.

On December 6, 2001, the accessory structure located on the property of Grant Norris, at 1800 E. Long Lake, was declared a dangerous structure. This was done in accordance with Troy's dangerous building ordinance, chapter 82B. Pursuant to that chapter, Mr. Norris was provided with the option to appeal that dangerous building determination to the Troy City Council. This was timely accomplished on December 18, 2001. As such, the Troy City Council is required to set a hearing for the appeal of this dangerous building determination. The time for the public hearing is not limited by the ordinance, however.

Petitioner has indicated that he desires to request a variance from the Troy Board of Zoning Appeals. Only the Board of Zoning Appeals has jurisdiction, under the current ordinances, to grant a variance to allow a re-build or repair the existing structure, since the maximum accessory building allocation has already been exceeded on the property and the necessary repairs would exceed the allowable 60%. Mark Stimac has indicated that the March BZA meeting is the earliest date that the requested variance could be considered by the BZA.

If Council were inclined to allow the BZA to entertain the requested variance request before holding a public hearing on the dangerous building determination, then it is my recommendation that the hearing be scheduled no earlier than the April 8th City Council meeting. This would allow for a sufficient public notice period after the BZA decision. If the BZA denies the variance, then Council could act on the dangerous building determination as early as that date. However, if the BZA grants the requested variance, and Council is inclined to allow Mr. Norris more than the

allocated 21 day time period to complete the necessary repairs or demolition, then Council could always continue the public hearing for a reasonable period of time.

Council also has the option to proceed in scheduling a dangerous building determination hearing, which could be set as early as March 4, 2002. After a public hearing, if Council affirms the dangerous building determination, then Mr. Norris could be required to either demolish the structure in not more than 21 days from the date of the resolution. It should be noted that the ordinance does provide Mr. Norris with the right to challenge Council's determination by filing an action in the Oakland County Circuit Court.

If you have any questions regarding this complicated procedural process, please let me know.

January 9, 2002

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
John M. Lamerato, Assistant City Manager – Finance\Administration
Nino Licari, City Assessor

RE: 2002 Poverty Exemption Guidelines

MCL 211.7u states: *" The real property of persons who in the judgment of the Supervisor and Board of Review by reason of poverty are unable to contribute toward the public charges is exempt from taxation under this act."*

The Assessing Department has updated the guidelines that assist the Assessor and Board of Review in determining if a person qualifies for an exemption from real property taxation for a period of one year.

The Federal Poverty Income Guidelines are the standard barometer of household income that the local unit of government is encouraged to use (by Michigan Tax Tribunal ruling, income guidelines may not be set lower than the FPI guidelines). Last year, upon a recommendation by management, City Council increased the income thresholds for each category by $5,000, based upon the belief that the Federal Poverty Income guidelines were low for a community such as Troy. More impoverished citizens were thought to be able to qualify for tax relief under these standards.

The Assessing Department receives approximately 20 Poverty Exemption applications per year, and about 15 are approved. This did not change last year, under the more liberal income guidelines.

The City Assessor contacted counterparts in Auburn Hills, Birmingham, Farmington Hills, Madison Heights, Rochester Hills, Royal Oak, Sterling Heights, and Warren, and received copies of their Poverty Exemption Guidelines (summary attached).

All communities except Troy (last year only), Madison Heights (Public School Free Lunch Income Standards), and Sterling Heights (internally determined guidelines) use the Federal Poverty Income Guidelines. Each unit accepts the annually adjusted figures for these amounts.

You will note that Auburn Hills does not offer a 100% exemption of taxes. Also, Auburn Hills and Farmington Hills offer what can best be described as partial exemptions, or hardship reductions. We can find no statutory language allowing partial exemptions based on income.

Troy, Farmington Hills, Madison Heights, and Rochester Hills place a limitation on the value of the homestead property of the appellant. All Homestead values, except Troy's, are based on the average assessed value of residential property in the unit (intimating that cheaper housing, and therefore lower taxes, are available in the unit). Troy's homestead value limitation began as the average assessed value, and was increase by the cost of living index (CPI) for each year after 1994.

All Communities have an asset limit (this is required by law). These limitations are widely divergent, and vary from cash on hand, to total property assets (including the homestead). Some include recreational vehicles, and automobile values. While Troy's asset limit is currently $200,000, it includes a homestead of $150,000, plus an additional $50,000 of assets.

Staff suggests some changes to the existing policy. First, staff suggests that the existing income guidelines do not change this year.

The average assessed value for a home in Troy was $120,031 in 2001. The second change would be to set the Homestead property value limit to $200,000, and to increase this value yearly, by the average residential market increase each year (about 7% over the last 5 years).

Third, staff would propose to set the Total asset limit (including the homestead, excluding an automobile) at $250,000.

Attached are the existing guidelines, and the proposed 2002 guidelines. Staff recommends that the City Council adopt the proposed 2002 Poverty Exemption Guidelines by approving the recommended resolution.

Comparison of Poverty Exemption Guidelines

Occupancy	Fed Guide	Troy 2002	Auburn Hills	Auburn Hills	Auburn Hills	Birmingham	Farmington Hills	Farmington Hills	Farmington Hills	Farmington Hills	Madison Heights	Rochester Hills	Royal Oak	Sterling Heights	Warren
			Reduce 75%	Reduce 50%	Reduce 25%		100% Reduction	3.5% Income & $1,200	5 - 10% of Income	No Relief	* 2001*				
1 Person (under age 65)	8,959	13,959	8,680	13,840	19,020	8,959	9,850	16,500	24,500	24,501	10,712	8,959	8,959	21,850	8,959
1 Person (65 years and over	8,259	13,259	8,680	13,840	19,020	8,259	9,850	16,500	24,500	24,501	10,712	8,259	8,259	24,950	8,259
2 Persons (householder under age 65)	11,531	16,531	11,220	16,480	21,740	11,531	12,700	21,000	31,300	31,301	14,378	11,531	11,531	24,950	11,531
2 Persons (householder over age 65)	10,409	15,409	11,220	16,480	21,740	10,409	12,700	21,000	31,300	31,301	14,378	10,409	10,409	28,100	10,409
3 Persons	13,470	18,470	13,310	18,890	24,450	13,470	15,800	27,200	34,400	34,401	18,044	13,470	13,470	28,100	13,470
4 Persons	17,761	22,761	17,050	22,110	27,180	17,761	18,900	30,300	37,500	37,501	21,710	17,761	17,761	31,200	17,761
5 Persons	21,419	26,419	20,170	24,770	29,390	21,419	22,000	33,400	40,600	40,601	25,376	21,419	21,419	33,700	21,419
6 Persons	24,636	29,636	22,800	27,160	31,510	24,636	25,100	36,500	43,700	43,701	29,042	24,636	24,636	36,200	24,636
7 Persons	28,347	33,347				28,347	28,200	39,600	46,800	46,801	32,708	28,347	28,347	38,700	28,347
8 Persons	31,704	36,704				31,704	31,300	42,700	49,900	49,901	36,374	31,704	31,704	41,200	31,704
9 Persons (or more)	38,138	43,138				38,138	34,400	45,800	53,000	53,001	40,042	38,138	38,138	41,200	38,138
			Maximum Taxable Value Reduction is $50,000, regardless of Income								Using Public School Free Lunch Income				
Homestead Value May Not Exceed:		$200,000	n/a			n/a	Less than 10% above Average A/V				$157,880	$150,000	n/a	n/a	
Asset Limit		$250,000	$100,000			$200,000	5 times household income				$10,000	$10,000	$17,000 *	$10,000 ea.	**
Asset Limit Includes Home ?		Yes	No			Yes	No				No	Yes	No	No	

* 1 Person
2 = $21,350

** Cash >, = 2 * Taxes
** Recreat'l vehicles > taxes
** Car value > $10,000

Assessing Department - City of Troy
1/16/02

POVERTY EXEMPTION GUIDELINES
INCOME STANDARDS 2001 Chart (B)

The following are the Poverty thresholds as of 12-31-00 for use in setting poverty exemption guidelines for 2001 assessments:

Number of Persons Residing in Homestead	Poverty Threshold
1 person under 65 years	13,731
1 person 65 years and over	13,000
2 persons with householder being under 65 years	17,625
2 persons with householder being 65 years and over	16,362
3 persons	18,290
4 persons	22,029
5 persons	25,127
6 persons	27,727
7 persons	30,912
8 persons	33,967
9 persons (or more)	39,417

CITY OF TROY
POVERTY EXEMPTION GUIDELINES - 2001

> **MCL 211.7u** *The real property of persons who in the judgment of the Supervisor and Board of Review by reason of poverty are unable to contribute toward the public charges is exempt from taxation under this Act.*

The City of Troy's standard for approving an exemption under the statute is based on an individual determination of hardship.

This is an exemption from taxes. If you claim poverty under the statute, you must file your claim with a Poverty Exemption Affidavit. This exemption is good for one year.

STANDARD #1 Applicants must file a Poverty Exemption Affidavit in order to be considered for any exemption. Documentation such as, Income Tax Forms, W-2 Forms, Deeds or Land Contracts and personal identification is **mandatory,** and must be attached to the Affidavit.

STANDARD #2 A Poverty Exemption will not be granted if the household income is greater than the Income Standards Guideline.

STANDARD #3 A Poverty Exemption will not be granted if the Assessed Value of the home exceeds $71,600.

STANDARD #4 Applicants total assets cannot exceed $200,000. This includes the value of your home.

*The Board of Review may require a home audit and inspection, done by the Assessing Department, as part of the exemption process.

POVERTY EXEMPTION GUIDELINES
INCOME STANDARDS 2002 Proposed

The following are the Poverty thresholds as of 12-31-01 for use in setting poverty exemption guidelines for 2002 assessments:

Number of Persons Residing in Homestead	Poverty Threshold
1 person under 65 years	13,959
1 person 65 years and over	13,259
2 persons with householder being under 65 years	16,531
2 persons with householder being 65 years and over	15,409
3 persons	18,470
4 persons	22,761
5 persons	26,419
6 persons	29,636
7 persons	33,347
8 persons	36,704
9 persons (or more)	43,138

CITY OF TROY
POVERTY EXEMPTION GUIDELINES – 2002 Proposed

> **MCL 211.7u** *The real property of persons who in the judgment of the Supervisor and Board of Review by reason of poverty are unable to contribute toward the public charges is exempt from taxation under this Act.*

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STANDARD #2 A Poverty Exemption will not be granted if the household income is greater than the Income Standards Guideline.

STANDARD #3 A Poverty Exemption will not be granted if the Assessed Value of the home exceeds $100,000.

STANDARD #4 Applicants total assets cannot exceed $250,000. This includes the value of your home.

*The Board of Review may require a home audit and inspection, done by the Assessing Department, as part of the exemption process.

Date: February 13, 2002

To: Honorable Mayor and City Council

From: John Szerlag, City Manager
Gary A. Shripka, Assistant City Manager, Services
Steven Vandette, City Engineer
William R. Need, Director of Public Works

Subject: Section 4 Weir Control Structure/Storm Drain Master Plan Improvements

RECOMMENDATION:

It is our recommendation that the City of Troy proceed with the design for the Section 4 Weir Control Structure to be completed by Hubbell, Roth & Clark in accordance with the General Engineering Contract, as authorized by City Council Resolution No. 98-114-C-17, dated March 2, 1998. This project is located in a Priority 2 area that is listed as part of the Storm Drain Master Plan.

BACKGROUND INFORMATION:

This project is located upstream of the flooding properties on Square Lake Road. There is a weir structure located on City of Troy property that has not been functioning properly for several years. It is believed that modifications to the non-functioning weir structure would improve the flooding problems for the properties at 411 to 185 E. Square Lake Road.

Enclosed with this memo is a copy of the proposal for engineering services from Hubbell, Roth & Clark to design the improvements to the existing Weir Control Structure located in Section 4.

FUNDING:

The design is estimated to cost $15,638.00, which will not be exceeded without prior authorization and will be paid for out of the Capital Drains Account #410516.7989.1000. Work would commence upon our authorization to proceed and would be completed within sixty (60) days.

Prepared by Dana Calhoun, Storm Water Engineer

PRINCIPALS
Gerald F. Knapp
Thomas E. Biehl
Walter H. Alix
George E. Hubbell
Peter T. Roth
Michael D. Waring
Keith D. McCormack
Curt A. Christeson

CHIEF FINANCIAL OFFICER
J. Bruce McFarland

HRC

HUBBELL, ROTH & CLARK, INC.

CONSULTING ENGINEERS

ASSOCIATES
Frederick C. Navarre
Gary J. Tressel
Lawrence R. Ancypa
Kenneth A. Melchior
Dennis M. Monsere
Randal L. Ford
Timothy H. Sullivan
Thomas G. Maxwell
Nancy M.D. Faught
Jonathan E. Booth
Michael C. MacDonald
Marvin A. Olane
David P. Wilcox

January 31, 2002

City of Troy
500 West Big Beaver Road
Troy, Michigan 48084

Attention: Steven J. Vandette, P.E., City Engineer

Re: Section 4 Weir Control Structure

Dear Mr. Vandette:

As requested, we have prepared a Scope of Work and an Estimate of Cost to prepare plans for a weir control structure to be located in Section 4 just downstream of the existing control structure. The Scope of Work is based on our phone conversation regarding this matter.

Following is a summary of the proposed Scope of Work:

1. Gather field information including channel cross sections, berm area location, existing structure property line locations and location of soil boring.
2. Preparation of design of a proposed steel sheet pile stormwater control outlet located approximately 250 feet downstream of existing control structure.
3. Plan to include berming for the new structure and removal of the old structure.
4. Prepare specification for bidding purposes with an estimated cost of construction.

Attached is a Staff Hour Projections/Total Cost Estimate worksheet showing tasks and associated estimated staff hours to complete the work as well as estimated costs. The total estimated cost to complete the design is $15,638.00, which will not be exceeded without prior authorization. A soil boring needs to be taken at the proposed control weir and is estimated to cost $1,000.00. The City will contract with their soil consultant separately for this soil boring. In accordance with our Engineering Services Agreement, invoicing for this work will be on a basis of direct payroll plus a multiplier of 1.8. Invoices will be submitted on a monthly basis as the work progresses. The design would commence following your authorization to proceed and would be completed within sixty (60) days.

Thank you for your consideration and should you require any additional information, please do not hesitate to call.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

Michael MacDonald /for
Walter H. Alix, P.E., P.S.
Vice President

RECEIVED BY
FEB 4 2002
ENGINEERING

WHA/jjb
Attachment
pc: Troy; C. Neall Schroeder, B. Huotari
HRC; B. Waters, File

2001 Centerpoint Pkwy • Suite 109 • Pontiac, MI 48341 • Telephone: (248) 454-6300 • FAX: (248) 454-6359 • www.hrc-engr.com

Y:\200200\20020065\Proposal\Corrs\ltr01.doc

STAFF HOUR PROJECTIONS

Section 4 Weir Control Structure
City of Troy, MI

TASK NO.	TASK	ESTIMATED STAFF HOURS				Field Crew	TOTAL HOURS
		Assoc.	Eng.	Tech	Clerical		
1	GATHER FIELD SURVEY INFORMATION					16	16
2	DESIGN OF STRUCTURE	4	40	40			84
3	BERMING AND EXISTING STRUCTURE REMOVAL DESIGN	4	20	50			74
4	SPECIFICATION AND COST	4	20		5		29
	TOTALS:	12	80	90	5	16	203

(1) Estimated Costs Based On Typical Direct Payroll Plus A Multiplier Of 1.8

FEES FOR ENGINEERING SERVICES

Section 4 Weir Control Structure
City of Troy, MI

	ESTIMATED HOURS	DIRECT PAYROLL	ESTIMATED COST
ASSOCIATE	12	$36.00	$432.00
ENGINEER	80	$28.00	$2,240.00
TECHNICIAN	90	$22.00	$1,980.00
CLERICAL	5	$17.00	$85.00
FIELD CREW	16	$53.00	$848.00
TOTAL DIRECT PAYROLL			$5,585.00
INDIRECT COST (1.80 Times Direct Payroll)			$10,053.00
TOTAL ESTIMATED FEE			$15,638.00

y:/20020065/Proposal/Corrs/RevisedStaffHoursAndCosts.xls

December 17, 2001

TO: Honorable Mayor and City Council

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

SUBJECT: Tree Replacement Policy

Staff has been requested to develop and implement an official Tree Replacement Policy to cover replacement of street trees located in rights-of-way throughout the City of Troy.

Background

The City of Troy Parks and Recreation Department is responsible for the pruning of all street trees (trees in the rights-of-way between the sidewalk and street, subdivision entry islands and cul-de-sacs) in the City. This responsibility includes the periodic pruning of all trees, removal of dead or damaged trees and limbs, and replacement/planting of new trees.

Past department practice called for replacement of right-of-way trees only if they died within one year of their initial planting and only upon request for replacement by the resident. Older trees were not replaced due to unavailability of funds for such replacement.

Many residents whose trees were removed did not realize that they had to request a replacement and therefore were upset when a replacement tree was not automatically installed following a removal. Residents with removals of older street trees also felt their trees should be replaced if removed.

Tree Replacement Policy

Effective February 5, 2002 the tree replacement policy will be as follows:

1. **All** street trees that are removed for any reason will be replaced. If the resident does not want a replacement tree, that resident may make such a request to the department.

2. When City personnel remove a street tree, a replacement tree will be installed during fall tree planting. Because there is significant lead time required to order trees for the fall planting, the cut off date for the fall list will be September 15th of each year. Those requests for replacement trees received before September 15th will be processed for planting that fall. Requests for replacement trees received after September 15th will go on the list for replacement the following year.

3. Trees are purchased through a bid process with five or six varieties of trees selected to ensure street tree diversity. While specific types of trees requested by residents cannot be guaranteed, residents' requests for tree type within the varieties we have purchased will be accommodated if possible.

4. All replacement trees will be roughly the same size – 1 ¾" in diameter, regardless of the size of the street tree removed.

5. Tree crew personnel will make contact with the resident at each location where tree work is being conducted to inform the resident what is taking place at their address. Contact can be in the form of direct communication with the resident, or by means of an information card attached to the front doorknob. Communication by either direct contact or doorknob hanger must be made regardless of the type of tree service that is being performed at the address.

Resident Responsibility for Street Trees

Although the responsibility for pruning, removing, and/or planting street trees falls to the City of Troy Parks and Recreation Department, there are steps that residents can take to ensure the health of the street tree in front of their residence.

The following guidelines are required for street tree care:

- Residents shall not prune, spray, or remove trees from the right-of-way. The City should be contacted at 248-524-3484 if a street tree is dead, has any broken limbs, or damaging surface roots.

- No resident shall plant any tree, or shrub in the right-of-way area in front of their home without first obtaining permission and planting instructions from the Parks and Recreation Department.

- No resident shall place within the street right-of-way any stone, brick, sand, concrete, or any other material that would impede the free passage of water, air, or fertilizer to the root zone of any street tree.

Budget Implications

The department currently purchases 530 trees annually. It is estimated that this policy change will increase the number of trees purchased by 100 per year at an additional cost of around $7000, bringing the total amount requested for replacement trees in the 2002-2003 budget to $57,000.

RECEIVED
JAN 23 2002
CITY OF TROY
CITY MANAGER'S OFFICE

January 22, 2002

To: Honorable Mayor and City Council

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

Subject: Park Board Action – Approval of Tree Replacement Policy

At their regular meeting held Thursday, January 11, 2002, the Parks and Recreation Advisory Board took the following action.

A motion by Larry Jose, supported by Kathleen Fejes, that the Tree Replacement Policy is recommended for approval by City Council.

Ayes: All Nays: None
MOTION CARRIED

CKA/mp

City of Troy

2/5/02

TO: MAYOR AND MEMBERS OF CITY COUNCIL

FROM: LORI GRIGG BLUHM, CITY ATTORNEY
ROBERT F. DAVISSON, ASSISTANT CITY ATTORNEY

RE: COUNTY ANIMAL SHELTER SERVICES

Accompanying this memorandum is the proposed contract between Oakland County and the City of Troy for animal shelter services. For many years, the City has used the Oakland County Animal Shelter to house stray or dangerous animals. The City has signed annual contracts with the County for these services.

This year, the County has proposed a contract that contains some objectionable provisions. The primary problem is Section 9 of the contract. Section 9 requires the City to agree to allow the State Treasurer to withhold state funds due the city and pay the funds directly to Oakland County, if required payments are not made timely. Section 9 also requires the City to agree to allow the County Treasurer to retain any amounts due the City from the delinquent Tax Revolving Fund, if required payments are not made timely.

These provisions are objectionable for several reasons. First, these harsh collection provisions are unnecessary because the City has never made any late payments to the County for animal shelter services. Second, the contract provides that the County alone determines if payments were made in the proper time and amount. No court or third party is involved in that determination. There is no mechanism for dispute resolution short of the City suing the County after the County has acquired third party funds due the City. Finally, the unusual collection procedures provided for in Section 9 amount to a pre-judgment garnishment and provide no protection for the City in the event of a legitimate or good-faith disagreement between the City and County.

The City Attorney's Office attempted to negotiate a modification of some of the provisions in the County contract. The County was unwilling to make any meaningful modifications.

The Police Department is in the process of examining alternatives. One alternative would be for the City to use the services of the Macomb County Animal Shelter. The Macomb County Animal Shelter is approximately the same distance from City Hall as the Oakland County Animal Shelter and it appears that the per diem cost would be less at the Macomb County Animal Shelter than at the Oakland County Animal Shelter.

In the meantime, the City requires the services of an animal shelter and if the contract is not signed, the county will terminate services. It is our recommendation that Council authorize the Mayor and City Clerk to sign the attached contract with Oakland County.

In the event that an appropriate alternative to the Oakland County Animal Shelter is found, Section 7 of the proposed contract provides that either party may terminate the contract upon 30 days written notice. Furthermore, the contract is not exclusive and the City could use more than one facility simultaneously.

If you have any questions, please contact either of us.

cc: Charles Craft, Police Chief
Dane Slater, Captain

ANIMAL CARE CENTER

SERVICES AND DISPOSAL

INTERLOCAL AGREEMENT

This COUNTY OF OAKLAND AGREEMENT TO PROVIDE ANIMAL CARE SERVICES FOR THE CITY OF TROY, (hereafter "AGREEMENT") is made and entered into by and between Oakland County, a Michigan Constitutional Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341, hereinafter referred to as "COUNTY," and the CITY OF TROY, whose principal address is 500 West Big Beaver, Troy, Michigan 48304, hereinafter referred to as "MUNICIPALITY." In this Agreement the COUNTY and the MUNICIPALITY may also be referred to individually as "PARTY" or jointly as "PARTIES."

PURPOSE OF AGREEMENT Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 et seq., the COUNTY and the MUNICIPALITY enter into this Agreement for the purpose of providing the MUNICIPALITY with assistance in the enforcement of the animal laws and regulations of the State of Michigan.

In consideration of the mutual promises, obligations, representations and assurances in this Agreement, the Parties agree to the following:

§1. DEFINITIONS The following words and expressions used throughout this Agreement, whether used in singular or plural, within or without quotation marks, or possessive or nonposessive, shall be defined, read, and interpreted as follows.

1.1. **Agreement** means the terms and conditions of this Agreement, any Exhibits attached hereto, and any other mutually agreed to written and executed modification, amendment, addendum, or change order.

1.2. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgement, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses and amounts paid in settlement, which are imposed on, incurred by, or asserted against the County, its employees or agents, whether such claim is brought in law or equity, tort, contract, or otherwise.

1.3. **County** means Oakland County, a Municipal and Constitutional Corporation including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such person's successors.

1.4. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.

1.5. **Animal Care Center** means a facility owned and operated by the COUNTY to care for impounded animals.

1.6. **Impounded Small Animals** means all dogs, cats, wildlife, rodents and all other animals commonly kept as domestic pets which are impounded and confined at the Animal Care Center by: (1) agents of MUNICIPALITIES carrying out rabies program (1'. A. 146, 1919) and animal control programs and/or (2) action of residents of MUNCIPALITIES under contract.

1.7. **Owned Animals** and **Give Up Animals** means any animal from any area released directly to the COUNTY by the owners or any person(s) having proper custody thereof.

1.8. **Bite Case** means any stray or owned animal from the contracted service area requiring quarantine or observation by order of the Oakland County Department of Health or his authorized representative.

1.9. **Required Holding Period** shall be in accordance with the provisions of P. A. 224, 1969, and any subsequent amendments thereto, and P. A. 287, 1969.

1.10. **License Fees** means those charges to the owner of a dog which are claimed at the Animal Care Center in accordance with contracted MUNICIPALTIES' policies, practices, and procedures.

1.11. **Impounding Fees** means pick-up fee charges, determined by the contracted MUNICIPALITY'S ruling agent, rendered to an owner upon his application to reclaim an animal which, by action of a MUNICIPALITY, has been impounded.

1.12. **Euthanasia** means the humane destruction of animals.

1.13. **Rabies** means an infectious disease of certain animals, especially dogs, communicated to man by direct inoculation, as by bite or an infected animal.

§2. COUNTY RESPONSIBILITIES' Subject to the terms and conditions contained in this Agreement, and applicable changes in law, the COUNTY shall carry out the following:

2.1. The COUNTY shall comply with the animal regulation laws of the State of Michigan, those being P.A. 339, 1919 as amended.

2.2. The COUNTY shall Provide proper food, water, shelter, and humane care for all stray and give- up animals impounded by the MUNCIPALITY and such animals that are brought to the COUNTY'S Animal Care Center by residents of the MUNICIPALITY until they are placed or otherwise humanely disposed in accordance with applicable laws, consistent with the provisions of this Agreement.

2.3. The COUNTY shall provide proper food, water, shelter, and humane care for any small animal, which is suspected of infection with rabies, quarantined by MUNICIPALITY for such a period of time as may be required by applicable law.

2.4. The COUNTY shall make every effort to maintain office hours at the COUNTY'S Animal Care Center suitable for the purpose of transacting business in connection with the duties under this Agreement and for the purpose of receiving animals and for accepting Applications for the redemption of impounded animals.

2.5. The COUNTY shall make every effort to notify owners of identifiable impounded animals, by telephone or mail consistent with the COUNTY'S procedures.

2.6. Upon completion of the required holding period, impounded animals become the property of the COUNTY and may be disposed of according to law.

2.7. Prior to release by the COUNTY to residents of the MUNICIPALITY, the COUNTY shall vaccinate all dogs of required vaccination age against rabies within the legally required time. No dog shall be released to a resident until a dog license has been obtained.

2.8. The COUNTY shall provide for the sale of dog licenses consistent with the policies, practices, and procedures of the City Clerk/Township Treasurer, consistent with the provisions of this agreement.

2.9. The COUNTY shall provide for the collection of impoundment fees. All impoundment fees and license fees shall be paid over by the COUNTY to the MUNICIPALITY within a time period not to exceed one (1) month.

2.10. The COUNTY shall retain all vaccination and veterinarian fees and proceeds from adoption of animals.

2.11. The COUNTY shall keep proper financial records and account to the MUNICIPALITY monthly for all fees collected on its behalf. The COUNTY will permit the MUNICIPALITY at all reasonable times to inspect COUNTY records maintained pursuant to this agreement.

2.12. The COUNTY shall accept and dispose of all small dead animals picked up in the MUNICIPALITY by an Animal Control agent or resident and turned over to the COUNTY consistent with this Agreement.

§3. MUNICIPALITY RESPONSIBILITIES

3.1. The MUNICIPALITY shall supply to the COUNTY all necessary dog licenses certificates, dog license tags, receipt forms, etc; to enable the COUNTY to carry out its licensing duties under this agreement.

3.2. The MUNICIPALITY shall furnish the COUNTY with an adequate supply of its applicable laws and regulations dealing with dogs and other small animals effective as of the date of this agreement.

§4. FINANCIAL RESPONSIBILITIES The MUNICIPALITY agrees to pay the following fees to the County for its services under this agreement:

4.1. A boarding fee per day for each animal impounded by action of

the MUNICIPALITY and housed or accepted by the County will be:

2002	$ 18.96
2003	$ 19.53
2004	$ 20.12

Such fee shall be limited to the required holding period as set forth by the MUNCIPALITY, Fees for the destruction and disposal of each animal held the required holding period will be:

2002	$ 2.50
2003	$ 2.58
2004	$ 2.66

Such fees shall be payable monthly by the MUNCIPALITY upon receipt of an invoice from the County covering the previous month's operations.

4.2. Fees for each dead animal turned in from an Animal Control agent or resident from the MUNICIPALITY will be:

2002	$ 14.77
2003	$ 15.22

2004	$ 15.68

Such fee shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the COUNTY covering the previous month's operations.

4.3. Fees for each live small give-up animal turned in from an Animal Control agent or resident from the MUNICIPALITY will be:

2002	$ 16.47
2003	$ 16.97
2004	$ 17.48

Such fee shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the COUNTY covering the previous month's operations.

4.4. MUNICIPALITY agrees that the fees as set forth above are subject to adjustment during the term of this Agreement, Such adjustment will be in direct relationship to any general county salary increase by the Oakland County Board of Commissioners. In no instance shall the fee be greater than the percentage salary increase. Provided, that if the COUNTY shall decide to increase said fees, it shall give thirty (30) days prior notice to the MUNCIPALITY, and the MUNCIPALITY shall have the right to terminate this agreement forthwith by giving written notice of such termination to the Oakland County Executive within said thirty (30) day period.

§5. DURATION OF INTERLOCAL AGREEMENT

5.1. It is mutually agreed that the term of this agreement shall be effective October 1, 2001 and expiring September 30, 2004 inclusive. The agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party, and when the agreement is filed according to MCL 124.510. The approval and terms of this agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party. Upon the completion of the term of this agreement, the provisions of the agreement shall thereafter be subject to review and renewal by written agreement of the parties hereto for a like term.

§6. ASSURANCES

6.1. Each Party shall be responsible for its own acts and the acts of its employees, and agents, the costs associated with those acts, and the defense of those acts.

6.2. The MUNCIPALITY agrees to indemnify and hold harmless the COUNTY and/or any COUNTY agent harmless from and against any and all claims, demands, judgements or causes of action, and from all expenses that may be incurred in investigating or defending against the same, arising from or growing out of any act of neglect or omission of the MUNICIPALITY, its agents or employees limited to the performance of this Agreement.

6.3. The COUNTY shall not be liable for any consequential, incidental, indirect, or special damages in connection with this agreement.

6.4. The Parties agree that the COUNTY's Animal Care Center, land and building, shall be owned exclusively by the COUNTY and that the MUNICIPALITY shall have no proprietary interest whatsoever in said care center. It is also understood that the payments made by the MUNCIPALITY to the COUNTY pursuant to this agreement are made solely in consideration of the services to be performed under this agreement.

§7. TERMINATION OR CANCELLATION OF AGREEMENT

7.1. Either Party may terminate or cancel this agreement for any reason upon thirty (30) days written notice. The effective date for termination or cancellation shall be clearly stated in the notice. In the event of any termination or cancellation, any funds advanced to the COUNTY shall be payable in service only. Notices given under this agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class

7.2. The parties shall not be obligated to pay a cancellation or termination fee, if this agreement is terminated as provided herein.

§8. SUSPENSION OF SERVICES. Upon notice to MUNICIPLALITY, the COUNTY may immediately suspend this agreement, if the MUNICIPALITY has failed to reasonably comply, within the COUNTY'S discretion, with federal, state, or local law, or any requirements contained in this agreement. The right to suspend services is in addition to the right to terminate or cancel this agreement. The COUNTY shall not incur penalty, expense or liability if services are suspended under this Section.

§9. RIGHT TO SET OFF. Should the MUNICIPALITY fail, for any reason, to timely pay the County the amounts required under this Agreement, the MUNICIPALITY agrees that upon notice from the Oakland County Treasurer to the Treasurer of the State of Michigan (or any other State of Michigan official authorized to disburse funds to the MUNICIPALITY), the State of Michigan is authorized to withhold any funds due the MUNICIPALITY from the State, and assign those funds to partially or completely offset any deficiency by the MUNICIPALITY to the County. Such funds shall be paid directly to the County. Further, the MUNICIPALITY waives any claims against the State or County, or their respective officials, for any such amounts paid to the County.

Should the MUNICIPALITY fail for any reason to timely pay the County the amounts required under this Agreement, the County Treasurer shall be entitled to set-off and retain any amounts due the MUNICIPALITY from Delinquent Tax Revolving Fund ("DTRF") or any other source of funds due the MUNICIPALITY in the possession of the County, to partially or completely offset any deficiency by the MUNICIPALITY, unless expressly prohibited by law. Such a transfer shall be considered an assignment by the MUNICIPALITY to the COUNTY. Further, the MUNICIPALITY waives any claims against the County, or its officials, for any such amounts paid to the County.

Neither of these provisions shall operate to limit in any way the County's right to pursue any other legal remedies against the MUNICIPALITY for the reimbursement of amounts due the County under this Agreement. The remedies in this paragraph are available to the County on an ongoing and successive basis, as the MUNICIPALITY becomes delinquent in its payments.

§10. NO THIRD PARTY BENEFICIARIES. Except as provided for the benefit of the Parties, this agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.

§11. COMPLIANCE WITH LAWS. Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under

this Agreement, including, but not limited to, the policies, procedures, rules and regulations attached as Exhibits to this agreement, and properly promulgated amendments to those Exhibits.

§12. PERMITS AND LICENSES. Each Party shall be responsible for obtaining and maintaining, throughout the term of this agreement, all licenses, permits, certificates, and governmental authorizations necessary to perform all its obligations under this agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Party.

§13. RESERVATION OF RIGHTS. This agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.

§14. FORCE MAJEURE. Each Party shall be excused from any obligations under this agreement during the time and to the extent that a Party is prevented from performing due to causes beyond such Party's control, including, but not limited to, an act of God, war, acts of government (other than the Parties'), fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the affected Party of any such event.

§15. IN-KIND SERVICES. This agreement does not authorize any in-kind services, unless previously agreed to by the Parties and specifically listed herein.

§16. DELEGATION/SUBCONTRACT/ASSIGNMENT. A Party shall not delegate, subcontract, and/or assign any obligations or rights under this agreement without the prior written consent of the other Party. A delegation, subcontract and/or assignment made without the prior written consent of the other Party is void.

§17. NO IMPLIED WAIVER. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this agreement. No waiver of any term, condition, or provision of this agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this agreement.

§18. SEVERABILITY. If a court of competent jurisdiction finds a term, or condition, of this agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this agreement. All other terms, conditions, and provisions of this agreement shall remain in full force.

§19. CAPTIONS. The section and subsection numbers, captions, and any index to such sections and subsections contained in this agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

§20. GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

§21. AGREEMENT MODIFICATIONS OR AMENDMENTS. Any modifications, amendments, recessions, waivers, or releases to this agreement must be in writing and agreed to by both Parties. Unless otherwise

agreed, the modification, amendment, recession, waiver, or release shall be signed by the same persons who signed the agreement or other persons as authorized by the Parties' governing body.

§22. ENTIRE AGREEMENT. This agreement represents the entire agreement and understanding between the Parties. This agreement supercedes all other oral or written agreements between the Parties. The language of this agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

IN WITNESS WHEREOF, Matt Pryor, Mayor, City of Troy, hereby acknowledges that he/she has been authorized by a resolution of the City of Troy, a certified copy of which is attached, to execute this Agreement on behalf of the Municipality and hereby accepts and binds the Municipality to the terms and conditions of this Agreement.

EXECUTED: _____ DATE:_____
Matt Pryor, Mayor
City of Troy

WITNESSED:_____ DATE:_____
Tonni Bartholomew, Clerk
City of Troy

IN WITNESS WHEREOF, Frank H. Millard, Jr, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Agreement on behalf of the Oakland County, and hereby accepts and binds the Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
Frank H. Millard, Jr. Chairperson
Oakland County Board of Commissioners

WITNESSED:_____ DATE:_____
G. William Caddell, Clerk, Register of Deeds
County of Oakland

Date: February 14, 2002

To: Honorable Mayor and City Council

From: John Szerlag, City Manager
Gary A. Shripka, Assistant City Manager, Services
Steven Vandette, City Engineer
William R. Need, Director of Public Works

Subject: Storm Drain Master Plan Improvements

RECOMMENDATION:

It is our recommendation that the City of Troy proceed with the design for the Section 14 Drainage Improvements to be completed by Hubbell, Roth & Clark in accordance with the General Engineering Contract, as authorized by City Council Resolution No. 98-114-C-17, dated March 2, 1998. This project is located in a Priority 3 area that is listed as part of the Storm Drain Master Plan.

BACKGROUND INFORMATION:

The Priority 1 drainage areas are defined as the areas where the existing drainage systems have the potential to cause structural damage and are a public safety concern. Priority 2 areas are defined as areas where the capacity of the existing drainage system is not able to handle the 10-year storm. Priority 3 areas are defined as areas requiring maintenance. Because the majority of the Priority 1 and Priority 2 areas associated with improvements to roads, water mains and sanitary sewer projects are being addressed, this leaves the remainder of the Priority 2 & 3 drainage areas that are not associated with road, water main and sanitary sewer projects to be addressed. Section 14 is one of the areas where the road, water main and sanitary sewer projects had already been completed. However, the drainage issues had not been completely resolved.

Enclosed with this memo is a copy of the proposal for engineering services from Hubbell, Roth & Clark for the design services of the storm drain improvements in Section 14.

FUNDING:

The design services are estimated to cost $38,300 and the total project is estimated to cost approximately $770,000. The design services would be paid for out of the Capital Drains Account #410516.7989.1000. Work would commence upon our authorization to proceed and would be completed within five (5) months.

Prepared by Dana Calhoun, Storm Water Engineer

PRINCIPALS
Gerald F. Knapp
Thomas E. Biehl
Walter H. Alix
George E. Hubbell
Peter T. Roth
Michael D. Waring
Keith D. McCormack
Curt A. Christeson

CHIEF FINANCIAL OFFICER
J. Bruce McFarland

HRC

HUBBELL, ROTH & CLARK, INC.

CONSULTING ENGINEERS

ASSOCIATES
Frederick C. Navarre
Gary J. Tressel
Lawrence R. Ancypa
Kenneth A. Melchior
Dennis M. Monsere
Randal L. Ford
Timothy H. Sullivan
Thomas G. Maxwell
Nancy M.D. Faught
Jonathan E. Booth
Michael C. MacDonald
Marvin A. Olane
David P. Wilcox

January 24, 2002

City of Troy
500 West Big Beaver Road
Troy, Michigan 48084

Attention: Mr. Steve Vandette, P.E., City Engineer

Re: Section 14 Drainage Improvements

Dear Mr. Vandette:

As we discussed, the drainage improvements proposed for Section 14 in the Master Storm Drainage Plan update, dated July 1999, are now being considered for construction (see attached Figure No. H-2). It was requested that HRC prepare a proposal for the design of this project.

We would be happy to provide this service in accordance with our General Engineering Contract, as authorized by City Council Resolution No. 98-114-C-17, dated March 2, 1998. Payment for these services will be on a percentage of construction cost, as outlined in our Proposal. It is estimated that the project cost is $770,000.00 and our design fee would be $38,300.00. Approximately six (6) soil borings will be needed for this project and is estimated to cost $3,500.00. The City will contract with their soils consultant separately for these borings.

We anticipate that once an authorization to proceed is issued, it will take five (5) months to complete.

Should you have any questions regarding this project, please call. As you directed, we will not begin design until your authorization.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

Walter H. Alix

Walter H. Alix, P.E., P.S.
Vice President

WHA/jjb
Attachment
pc: City of Troy; Bill Houtari ✓
HRC; M. MacDonald, File

2001 Centerpoint Pkwy • Suite 109 • Pontiac, MI 48341 • Telephone: (248) 454-6300 • FAX: (248) 454-6359 • www.hrc-engr.com

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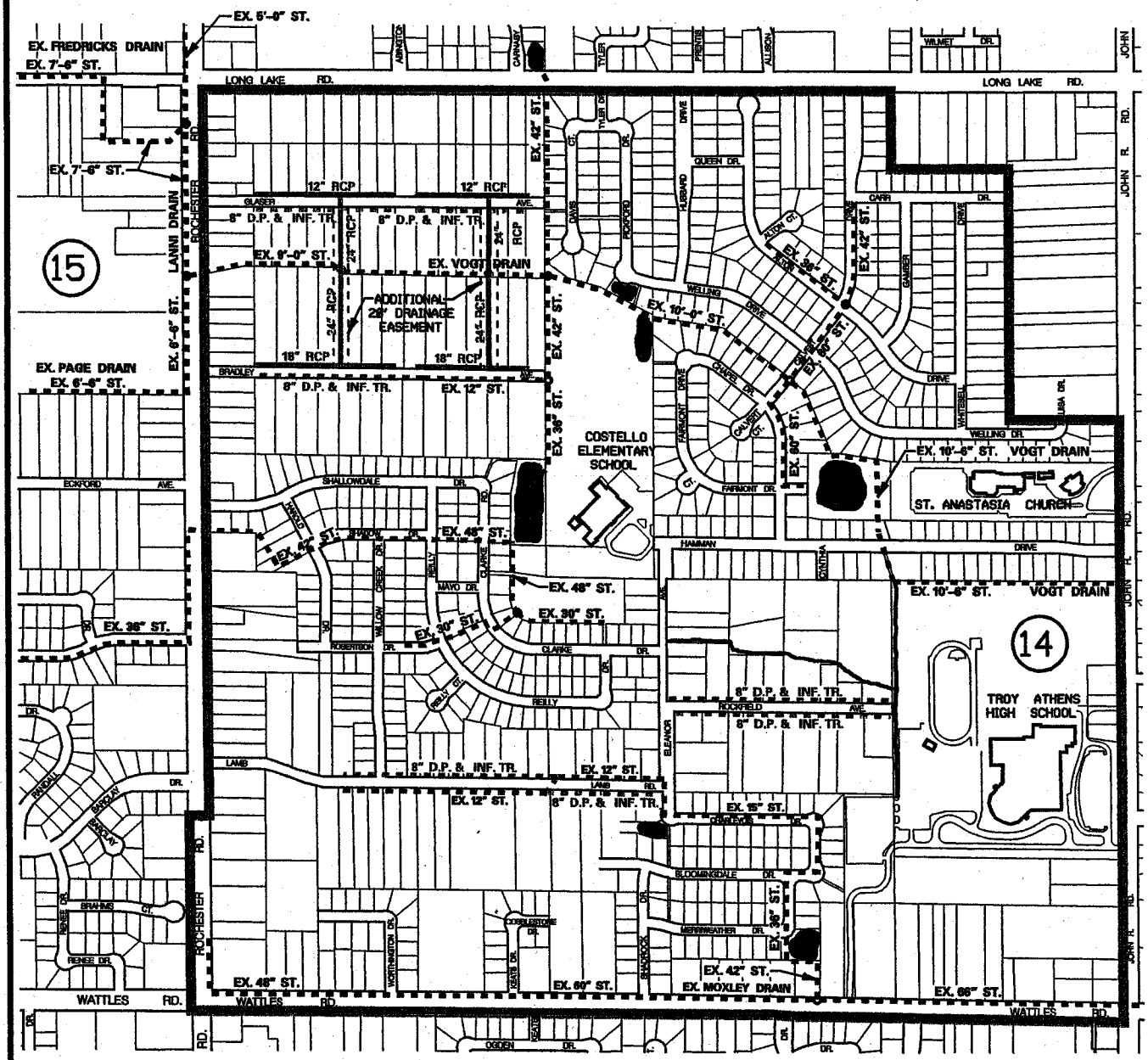

PRIORITY RATING (3)

ADDITIONAL DRAINAGE EASEMENT 36,000 S.F.

N

LEGEND

42.7	EXIST. DRAIN CAPACITY (CFS)
48.9	EXIST. 10 YR. FLOW RATE (CFS)
52.3	PROPOSED 10 YR. FLOW RATE (CFS)

- EXISTING OPEN DRAIN
- EXISTING STM. SEWER
- PROP. NEW STM. SEWER
- PROP. DRAIN PIPE & INFILTRATION TRENCH
- DRAINAGE DISTRICT LIMITS
- (24) SECTION NO.

TROY MASTER STORM DRAINAGE PLAN UPDATE

SECTION 14

PROPOSED STORM DRAIN IMPROVEMENTS

JOB NO.	HUBBELL, ROTH & CLARK, INC.	FIGURE NO.
1997 0714	CONSULTING ENGINEERS	H-2
DATE	555 HULET DRIVE P.O. BOX 824	
MAY 1999	BLOOMFIELD HILLS, MICH. 48303-0824	OF

DESIGN FILE : cexhibit14_b.dgn

© Copyright Hubbell, Roth and Clark, Inc. 1998
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USER NAME • bhunt DESIGN FILE • f:\1997\199707\19970714\cadd\civil\cexhibit14_b.dgn PLOT NAME • STROKE TIME • 25-JAN-2002 08:05

February 8, 2002

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
Gary A. Shripka, Assistant City Manager/Services
Carol Anderson, Parks & Recreation Director
Doug Smith, Real Estate and Development Director

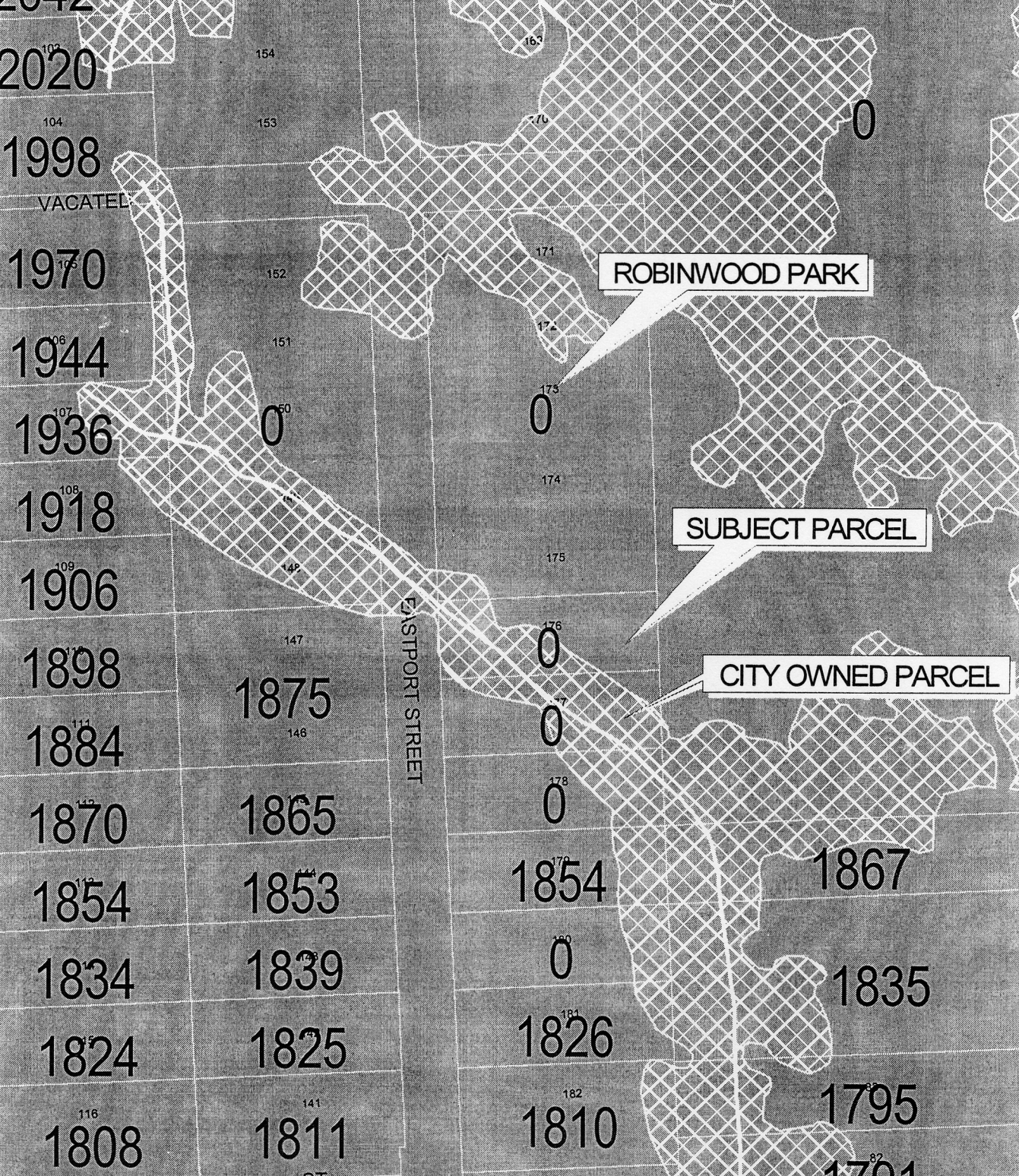
SUBJECT: Purchase of Property Adjacent to Robinwood Park
Sidwell # 88-20-27-333-002

A vacant parcel on the east side of Eastport Street and adjacent to Robinwood Park has been on the market for several months. The current list price is $49,900. Vacant parcels in this section have sold in excess of $50,000 - $60,000.

Development of this single parcel would be difficult and very costly. Eastport Street would need to be extended, as would the sanitary sewer line. A bridge would be required to cross the drain and there is a flood plain on each side of the drain. The sanitary sewer depth is less than the drain it would have to cross under.

In 1997 the City acquired a tax reverted lot to the south of this parcel from the State of Michigan. Acquisition of the subject parcel would extend the entrance to Robinwood Park and connect with a parcel already owned by the City. This would expand and more clearly introduce the Park's entrance. In addition, an uninformed buyer would be protected from purchasing property that may prove financially prohibitive to develop.

It is, therefore, requested that City Council authorize an unconditioned offer to purchase the vacant parcel in the amount of $22,000 plus closing costs. Funds would be directed from the Parkland Bond Issue.


ROBINWOOD PARK
SUBJECT PARCEL
CITY OWNED PARCEL
EASTPORT STREET
VACATED
2020
1998
1970
1944
1936
1918
1906
1898
1884
1870
1854
1834
1824
1808
1875
1865
1853
1839
1825
1811
0
1854
1826
1810
1867
1835
1795

February 11, 2002

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
Gary Shripka, Assistant City Manager/Services
Steve Vandette, City Engineer
Mark F. Miller, Planning Director

SUBJECT: FINAL PLAT APPROVAL – **Meadow Creek Subdivision** – West of Evanswood, North of Square Lake – Section 1

Almar Homes, Inc., submitted the Final Plat for the proposed Meadow Creek Subdivision, consisting of 8 lots and a detention basin parcel within a 3.88 acre area, extending west from Evanswood Road in the area north of Square Lake Road. A portion of the subject site is adjacent on the south to the Evanswood Church of God property, while the remaining boundaries abut acreage home sites. A summary of the Final Plat process is enclosed.

Almar Homes, the developers, have assembled a property where access to the proposed subdivision is a single road extending to the west from Evanswood. The road pattern provides a stub street to the north and south property lines of the proposed subdivision. This proposed subdivision is to be developed in accordance with standard lot size provisions of the subject R-1D Zoning District. All of the lots are substantially larger than the 8,500 square foot minimum lot size and the 75 foot minimum frontage width. The proposed shallow-sloped unfenced stormwater detention basin is typically conveyed to the City for maintenance. Final approval of the Preliminary Plat for this proposed subdivision was approved by the City Council on September 6, 2002.

This plat has been reviewed by the City Engineer and the Planning Director in accordance with Section 3.04 of the Subdivision Control Ordinance. The plat is consistent with that which received Final Preliminary Plat Approval by the City Council on September 6, 2002. It is therefore recommended that the City Council take action to approve the Final Plat for Meadow Creek Subdivision (8 lots).

MFM/dav

Cc: Mark Stimac, Director of Building and Zoning
Doug Smith, Real Estate and Development Director
Tonni Bartholomew, City Clerk
File/Meadow Creek

PLATTED RESIDENTIAL DEVELOPMENT LEVELS OF APPROVAL

Tentative Preliminary Plat Approval

The following items are included in the **Tentative Approval** process:

- Existing Conditions
- Tree Preservation Plan
- Street layout
- Number of lots
- Building setbacks
- Lot dimensions
- Stub Street for possible future developments
- Locations of easements
- The Planning Department analyses the potential future development of the abutting property.
- The developer must provide locations of wetlands and natural features on the property and the method of preservation.
- An environmental impact statement is required if the development consists of 25 lots or more.
- A sign is placed on the property informing the public of the proposed development.
- A notice of the public meeting before Planning Commission is mailed to the abutting property owners.

Final Preliminary Plat Approval

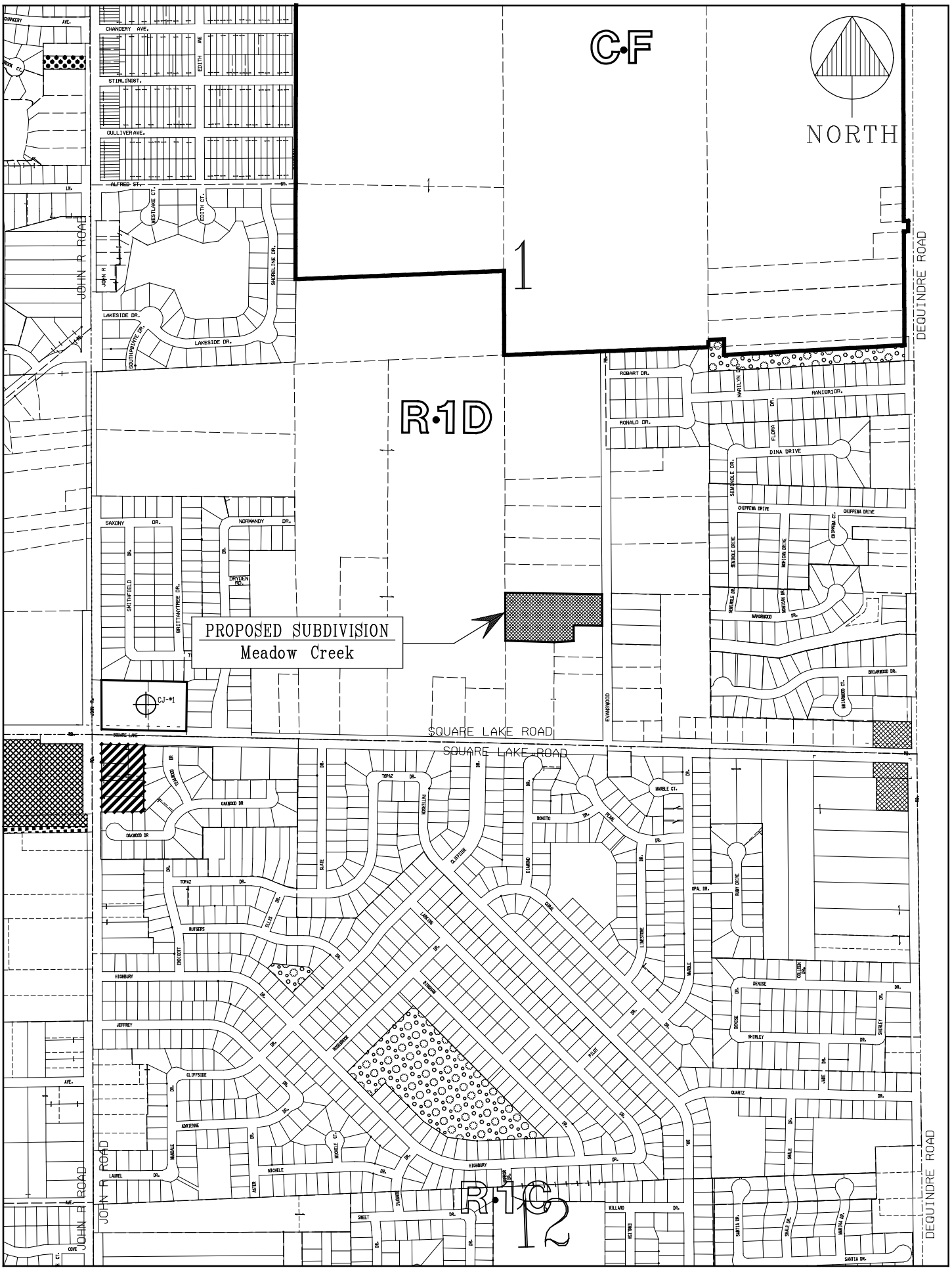
The following items are included in the **Preliminary Plat- Final Approval** process:

- Determine that all city development standards are met and complied with.
- Capacity of sanitary and storm sewers
- Size and location of Water mains
- Size and location of Detention / Retention basins
- Grading and rear yard drainage
- Paving and widening lanes
- Financial guarantees
- Sidewalk and driveway approaches
- Approval from other government agencies involved with the development.
- Verification of wetlands and M.D.E.Q. permit if necessary.
- Agreements, covenants or other documents for the dedication of land for public use or property owners use.

Final Plat Approval

Final Approval checks for conformance with the approved Tentative and Final Preliminary Plats and that all property conveyances such as R.O.W, Easements, Open Space and Parks are in proper order.

Meadow Creek / SEC. 01 / 04-24-00


C·F
NORTH
1
R·1D
R·1C
2
PROPOSED SUBDIVISION
Meadow Creek
CJ-#1
JOHN R ROAD
DEQUINDRE ROAD
SQUARE LAKE ROAD
CHANCERY AVE.
STIRLING ST.
GULLIVER AVE.
ALFRED ST.
EDITH AVE.
WESTLAKE CT.
EDITH CT.
SHORELINE DR.
LAKESIDE DR.
SOUTHPAINE DR.
ROBART DR.
MARILYN DR.
RANIER DR.
RONALD DR.
FLORA DR.
DINA DRIVE
SEMINOLE DR.
CHIPPEWA DRIVE
CHIPPEWA CT.
SQUIRREL DRIVE
MOHICAN DRIVE
MAYWOOD DR.
BRIARWOOD DR.
BRIARWOOD CT.
SAXONY DR.
NORMANDY DR.
SMITHFIELD DR.
BRITTANYTREE DR.
DRYDEN RD.
EVANSWOOD
OAKWOOD DR
TOPAZ DR.
BONITO DR.
MARBLE CT.
SLATE
CLIFFSIDE
DIAMOND
CANAL
LIMESTONE
MARBLE
OPAL DR.
RUBY DRIVE
RUTGERS
ELLIS
ENDICOTT
LANING
HIGHBURY
DENISE
COLLEEN DR.
SHIRLEY
JEFFREY
PILOT
QUARTZ
JADE
ADRIENNE
MANDALE
MICHELE
LAUREL DR.
AUTUMN
SHALE
SWEET
WILLARD
SANTIA DR.
SHALE DR.
MARIALA DR.
COVE

January 29, 2002

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager

SUBJECT: Informational Brochure for the April Ballot Proposal on Purchasing Wetlands/Natural Features

As promised, the enclosed is a draft informational brochure on the above-referenced ballot issue. Please provide your comments on this material at the February 4, 2002 Council meeting so that staff can incorporate them in our final product.

Our plan is to submit the brochure to the printer on February 19, 2002. The post office would then make distribution to roughly 30,000 households in the early part of March.

JS/mr\2002\To M&CC\Informational Wetlands Brochure

c: John M. Lamerato
Gary A. Shripka
Lori Bluhm
Cindy Stewart

Special Issue for the City General Election

April Ballot Proposal A: Purchase of Wetlands/Natural Features

VOTERS TO DECIDE BALLOT QUESTION MONDAY, APRIL 1, 2002

APPROVAL WILL ENABLE CITY TO PURCHASE WETLANDS/NATURAL FEATURES

City of Troy voters will decide on ballot question Proposal A when they vote on Monday, April 1, 2002. This newsletter discusses the purchase of wetlands/natural features through the issuance of bonds which will increase your property taxes. It does not support or oppose the ballot question but is intended to provide factual information.

BALLOT LANGUAGE FOR PROPOSAL A
WETLANDS/NATURAL FEATURES PURCHASE
"Shall the City of Troy, County of Oakland, Michigan, borrow a sum not to exceed $18,000,000.00 and issue, in one or more series, its general obligation unlimited tax bonds within five years from the date hereof, for the purpose of acquiring property with natural features such as wetlands, watercourses, lake plain prairies, or threatened or endangered species critical habitats?"

What is a wetland and what is their function?
Wetlands are areas where water covers the surface of the soil, or is present either at or near the surface all year or for varying periods of time during the year. A wetland can serve as fish and wildlife habitat, stormwater retention and flood control, water quality improvement, recreational use and aesthetic qualities. Wetlands often play a vital role in recreation, tourism and the economy in Michigan as well as providing open space for urban and non-urban areas. They also could provide opportunities for fishing, canoeing, hiking, bird watching and sightseeing.

Why are wetlands valuable to the ecosystem?
At least 45% of the nation's listed endangered animals and 26% of the endangered plants survive only in wetlands. Over half of Michigan's wetlands have already been drained or filled. While wetlands provide a habitat for endangered species they also benefit urban society. Wetlands recharge ground water supplies, control erosion, prevent the mitigating effects of droughts and floods, and treat pollution by serving as a biological and chemical oxidation basin.

Can wetlands be a functional and cost effective method of filtering and treating storm water?
Yes. Wetlands are a crucial part of the City's natural plumbing system. They help protect the community from flooding and help purify polluted runoff. Wetlands are one of our most valuable natural assets because they provide these and other benefits at no cost to us.

What is Proposal A regarding wetlands?
By issuing $18 million in bonds and levying .50 mills for 10 years the City could purchase approximately 200 acres of wetlands/natural features for preservation.

How does Proposal A affect home owners?
Since the 2001 Average Taxable Value for a home in Troy is $98,369 a .50 mill levy against this Taxable Value means an average increase in annual taxes of $49.18.

Where can voters go to see a wetland?
The City of Troy owns the Lloyd A. Stage Nature Center, an excellent example of property containing natural features and wetlands. It has a stream running through it and provides filtration and detention benefits.

What parcels will be purchased with this bond?
Properties under consideration are located in all areas of the City. Since this issue deals with property acquisition, identification of any one parcel will not be disclosed until negotiations with individual property owners have been conducted.

How will purchases be prioritized?
Recommended guidelines to be used to determine specific property purchases include:

Priority 1 Property impacting the City's water filtration system (retention, detention & water flow)
Priority 2 Preservation of wetlands and natural features
Priority 3 Passive or active recreational components
Priority 4 Aesthetically enhances the City

Stage Nature Center

If you would like further information or have any questions on this ballot proposal, please contact the Engineering Department at 248.524.3383.

Information can also be obtained on the following websites:
www.epa.gov
www.deq.state.mi.us

City of Troy
500 W. Big Beaver Rd.
Troy, Michigan 48084

BULK RATE
Car-Rt Sort
U.S. POSTAGE
PAID
TROY, MICHIGAN 48084
PERMIT NO. 19

POSTAL PATRON, LOCAL

VOTE MONDAY, APRIL 1ST

February 13, 2002

TO: MAYOR AND MEMBERS OF COUNCIL

FROM: LORI GRIGG BLUHM, CITY ATTORNEY

RE: PROPOSED LEASE AGREEMENT- VERIZON WIRELESS

Verizon Wireless has requested to be the third entity to co-locate on the existing communications tower at the Sylvan Glen golf course. AT & T Wireless entered into its lease agreement with the City for the communications tower and the equipment shelter on October 6, 1998. Nextel signed an acknowledgement and lease on March 1, 1999. Verizon has agreed to sign a lease and acknowledgement that is almost identical to the Nextel lease and acknowledgement. Both of these agreements incorporate the lease with A T & T.

The lease requires Verizon Wireless to pay a lump sum initial payment of $50,000. In addition, Verizon Wireless must also make a $10,000 payment for the purchase of microwave equipment. Annual rent payments must also be made, as set forth in the attached Exhibit A.

It is my recommendation that Council approve the Acknowledgement and Lease between Verizon Wireless and the City. If you have any questions concerning the above, please let me know.

ACKNOWLEDGMENT AND LEASE

This Acknowledgment and Lease (the "Acknowledgment") is made this ____ day of _____ 2002 between **New Par, a Delaware partnership, d/b/a Verizon Wireless, by Verizon Wireless (VAW) LLC, its general partner ("Verizon Wireless")**, whose address is 180 Washington Valley Road, Bedminster, New Jersey 07920, and the **City of Troy, a Michigan municipal corporation**, whose address is 500 West Big Beaver, Troy, Michigan 48084, (the "City').

A. The City and Wireless PCS. Inc d/b/a AT&T Wireless Services ("AT&T") entered into a Ground Lease dated October 6, 1998 (the "Lease") pertaining to the lease of a certain part of the City's property located at the Sylvan Glen Golf Course, Troy, Michigan (the "Property"), to enable AT&T to construct a communication tower and equipment shelter (collectively referred to as the "Tower") for use by AT&T, the City and by other telecommunications companies.

B. Under the terms of the Lease, AT&T is required to allow other telecommunications companies to utilize the Tower constructed by AT&T, with the rental for such use of the Tower space and a part of the City's property payable to the City.

C. Verizon Wireless is interested in leasing a part of the Tower and equipment shelter constructed by AT&T as authorized by the Lease.

D. The parties are desirous of setting forth their agreements with respect to the utilization of the Tower.

NOW THEREFORE Verizon Wireless and the City agree as follows

1. **Lease**. The City leases to Verizon Wireless and Verizon Wireless leases from the City a portion of the 21' x 42 ½' equipment shelter constructed upon the Property together with a non-exclusive easement for ingress and egress over the adjacent real property as legally described in the access easement and the utilities easement under the Lease. In addition, Verizon Wireless may utilize the vertical space at 120 feet on the Tower unless modified by a written amendment executed by the City, Verizon Wireless and AT&T. Verizon Wireless' Facilities and easement are collectively referred to as "Verizon Wireless' Premises".

2. **Consideration**. Verizon Wireless agrees to pay the City a lump sum non-refundable initial payment of **Fifty Thousand Dollars and No/100 ($50,000.00)**; and the sum of **Ten Thousand Dollars and No/100 ($10,000.00)** for the purchase of microwave communications equipment; in connection with the negotiation of the Lease in lieu of annual rent for part of the initial seven (7) year term commencing July 1, 1997. Verizon Wireless shall pay the City as annual rent for the Premises each year during the term of this Lease, the rent specified on the attached Exhibit A, which annual rent payment shall commence without further notice on _____.

3. **Consent to be bound by Lease**. Verizon Wireless agrees and acknowledges that it has reviewed the terms of the Lease between the City of Troy and AT&T. Verizon Wireless agrees to be bound by paragraphs 1 through 36 of the Lease as if it were a tenant under such Lease. Such terms are incorporated by reference into this Acknowledgment.

4. **Insurance and Indemnity**. Verizon Wireless shall provide the City copies of insurance naming the City as an additional insured party as required by paragraph 21 of the Lease. Verizon Wireless agrees to assume the risks of a tenant under such Lease and indemnify the City in accordance with the terms set forth in the Lease, including, but not limited to, the indemnification pertaining to hazardous substances.

5. **Waiver of City's Lien**. (a) The City waives any lien rights it may have concerning Verizon Wireless' Facilities which are deemed Verizon Wireless' personal property and not fixtures, and Verizon Wireless has the right to remove the same at any time without the City's consent.

6. **Assignment.** Verizon Wireless may not assign, or otherwise transfer all or any part of its interest in this Acknowledgment or in Verizon Wireless' Premises without the prior written consent of the City, provided, however, that Nextel may assign its interest to its parent company, any subsidiary or affiliate or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets. The City may assign this Acknowledgment upon written notice to Verizon Wireless, subject to the assignee assuming all of the City's obligations herein, including but not limited to, those set forth in Paragraph 5 above.

7. **Authority**. By execution of this Acknowledgment, each party acknowledges that it has the authority to execute this document on behalf of the party for whom it is signing this Agreement.

8. **Inconsistencies.** In the case of any inconsistencies between the terms and conditions contained in the Lease Agreement entered into October 6, 1998, between the City and AT&T, hereby acknowledged, the terms and conditions herein shall control.

SIGNATURES AND ACKNOWLEDGEMENTS APPEAR ON THE FOLLOWING PAGES

IN WITNESS HEREOF, the parties have executed this Acknowledgement on the date set forth below.

WITNESSED:

_____
Printed Name

_____
Printed Name

New Par, a Delaware partnership d/b/a Verizon Wireless (VAW) LLC, its general partner

_____
Michael S. Irizarry
Area Vice President-Network
Date: _____

WITNESSED:

_____
Printed Name

_____
Printed Name

_____
Printed Name

_____
Printed Name

City of Troy, a Michigan municipal Corporation

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2002 by Michael S. Irizarry, Area Vice President-Network, New Par d/b/a Verizon Wireless, on behalf of said partnership.

_____
Notary Public

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2002 by _____ and _____, Mayor and Clerk respectively, of the City of Troy, a Michigan municipal corporation, on behalf of said corporation.

_____
Notary Public

EXHIBIT A

RENT

Years 1 through 7		Annual Rent
1.	May 1, 1997 - June 30, 1998	$ -0-
2.	July 1, 1998 - June 30, 1999	-0-
3.	July 1, 1999 - June 30, 2000	-0-
4.	July 1, 2000 - August 31, 2001	-0-
5.	July 1, 2001 - June 30, 2002	10,000.00
6.	July 1, 2002 - June 30, 2003	14,400.00
7.	July 1, 2003 - June 30, 2004	14,400.00

Years 8 through 12		Annual Rent
8.	July 1, 2004 - June 30, 2005	$16,800.00
9.	July 1, 2005 - June 30, 2006	16,800.00
10.	July 1, 2006 - June 30, 2007	16,800.00
11.	July 1, 2007 - June 30, 2008	16,800.00
12.	July 1, 2008 - June 30, 2009	16,800.00

Years 13 through 17		Annual Rent
13.	July 1, 2009 - June 30, 2010	$19,200.00
14.	July 1, 2010 - June 30, 2011	19,200.00
15.	July 1, 2011 - June 30, 2012	19,200.00
16.	July 1, 2012 - June 30, 2013	19,200.00
17.	July 1, 2013 - June 30, 2014	19,200.00

Years 18 through 22		Annual Rent
18.	July 1, 2014 - June 30, 2015	$21,600.00
19.	July 1, 2015 - June 30, 2016	21,600.00
20.	July 1, 2016 - June 30, 2017	21,600.00
21.	July 1, 2017 - June 30, 2018	21,600.00
22.	July 1, 2018 - June 30, 2019	21,600.00

Years 23 through 25		Annual Rent
23.	July 1, 2019 - June 30, 2020	$24,000.00
24.	July 1, 2020 - June 30, 2021	24,000.00
25.	July 1, 2021 - June 30, 2022	24,000.00

Res #97-550
6-16-97

LEASE AGREEMENT

This Lease ("Lease") is entered into this 6th day of October, 1998, between the CITY OF TROY , a Michigan municipal corporation, whose address is 500 West Big Beaver, Troy, Michigan 48084, ("Landlord") and AT&T WIRELESS SERVICES PCS, INC., a Delaware corporation, acting by and through its Agent, WIRELESS PCS, INC., d/b/a AT&T WIRELESS SERVICES , whose address is 26877 Northwestern Highway, Suite 350, Southfield, MI 48034, ("Tenant").

RECITALS

A. Landlord is the owner of a certain parcel of land located in the City of Troy, commonly known as "Sylvan Glen Golf Course", legally described on the attached **Exhibit A** (the "Property").

B. Tenant is in the telecommunications business and desires to lease from Landlord a certain part of the Property, which part is legally described on Exhibit B (the "Premises") to construct and operate on the Premises a one hundred sixty-six (166') foot high monopole-type tower (the "Tower") as shown on the plans and specifications for the Premises for use by Tenant in connection with its telecommunications business and for use by Landlord and others authorized by Landlord and Tenant for communication purposes and other non-interfering uses.

C. Landlord is willing to lease to Tenant and Tenant is willing to lease from Landlord the Premises upon the terms and conditions set forth in this Lease Agreement (the "Lease").

THEREFORE, in consideration of the mutual covenants contained in this Lease, the Landlord and Tenant agree as follows:

1. **Leased Premises.** Landlord leases to Tenant and Tenant leases from Landlord the ground space described on **Exhibit A** to construct the Tower and one equipment shelter of _21' x 42-1/2' size in accordance with the site plan attached as **Exhibit B** (the "Equipment Shelter") for use by Landlord, Tenant and two (2) other users, together with a non-exclusive easement for ingress, egress and utilities over the adjacent real property as legally described on the attached **Exhibit B** under the caption "Access Easement" and "Utilities Easement". Landlord and Tenant acknowledge that Landlord may use the vertical space ____ feet on the Tower, and that Tenant may use the vertical space at 166 feet on the Tower, unless modified by a written amendment executed by Landlord and Tenant. The Equipment Shelter shall be constructed with separate rooms for use by Tenant, Landlord and two (2) other users, with separate entrances, electrical outlets and utility services for each occupant. All of the foregoing are collectively referred to as the "Premises". This Lease is not a franchise pursuant to Article 7, Section 29 of the Michigan Constitution, nor is it a permit to use the rights-of-way under Article 2A of the Michigan Telecommunications Act, Act No. 216 of the Public Acts of 1995. Any such franchise or Act 216 permit must be obtained separately from Landlord.

2. **Term and Renewals.** The initial term of this Lease shall commence on the date of issuance of a Certificate of Occupancy by the City (the "Commencement Date") and shall end on June 30, 2007. Provided Tenant is not in default under this Lease, this Lease shall be automatically renewed for up to three (3) successive renewal terms of five (5) years each at the expiration of each preceding term and one (1) final renewal term of three (3) years, unless Tenant notifies Landlord in writing at least one hundred twenty (120) days prior to expiration of the then current term of the Lease. Each renewal shall be on the same terms and conditions as are contained in this Lease, except that the rental rate shall be adjusted as provided on **Exhibit C** of this Lease and there shall be no renewal after the final renewal term.

3. **Rent and Other Consideration.**

a. Tenant shall pay Landlord a lump sum, non-refundable initial payment of Sixty Thousand ($60,000.00) Dollars in lieu of rent, which represents Ten Thousand ($10,000.00) Dollars for the purchase of microwave communications equipment by the City and Fifty Thousand ($50,000.00) Dollars as a non-refundable payment in lieu of annual rent for the initial four years and two months. As additional consideration for the initial term of the Lease, Tenant shall construct the Tower and Equipment Shelter as specified in paragraph 1 of this Lease, and as shown and described on **Exhibit B** and **Exhibit D**. In addition, Tenant shall pay Landlord as annual rent for the Premises each year during the term of this Lease the rental specified on **Exhibit C**. The annual rent payments shall commence without further notice on July 1, 2004. If the term of the Lease shall commence on a date other than July 1, the term of the initial term shall be adjusted by the number of days between the Commencement Date and July 1 so that all of Landlord's Tower and Antennae Leases shall be on July 1 anniversary dates. Tenant shall pay Landlord Rent annually in advance on July 1 of each year that the Lease is in effect. All Rent shall be paid without offset.

b. Tenant shall pay Landlord a late payment charge equal to five (5%) percent of the late payment for any payment not paid when due. Any amounts not paid when due shall also bear interest until paid at the lesser of the rate of two (2%) percent per month or the highest rate permitted by law.

c. To the extent that Landlord desires to purchase telephone service from Tenant, Tenant shall offer this service to Landlord at the most favorable rate and terms that Tenant offers to any other municipality.

d. In addition, upon execution of this Lease by Tenant, Tenant shall reimburse Landlord for its reasonable costs and expenses, including hardware, consultant and attorney fees, incurred by Landlord in connection with the negotiation and preparation of this Lease, Ten Thousand ($10,000.00) Dollars for all of the leases negotiated concurrently at the time of this Lease.

e. Tenant agrees to use its best efforts to colocate future facilities and minimize the number of new Towers in the City.

4. **Use of Premises; Compliance with Laws.** Tenant shall use the Premises for the construction, operation, maintenance and repair of a telecommunications tower, equipment shelter, related facilities, antennae or buildings and for no other purposes. Tenant agrees to restrict its use of the Tower to that portion of the structure as set forth in Paragraph 1. Landlord reserves the right to require Tenant to move Tenant's antenna locations on the Tower to accommodate Landlord's own needs, provided, however, that Tenant shall in all cases be able to utilize the Tower at the new location for its intended purpose. Upon receipt of notice directing Tenant to move its antenna locations, Tenant shall move such antennae at Landlord's cost, subject to Landlord's supervision in accordance with the following provisions:

a. If Landlord desires that Tenant move its antenna locations, Landlord shall give Tenant sixty (60) days notice , which notice shall contain the location on the Tower required by Landlord to be occupied by Tenant in order to allow Tenant to comply with applicable rules and regulations of the Federal Communications Commission ("FCC") and to provide similar coverage.

b. Any movement of Tenant's antenna(e) shall not serve to increase or decrease the Rent to be paid by Tenant.

c. At the request of Landlord, Tenant shall at Landlord's reasonable cost and only with Landlord's prior approval, obtain the written opinion of a licensed structural engineer and/or electronics engineer in good standing with the State of Michigan which determines that the new location of the antenna(e) is structurally appropriate and will not interfere with the communication requirements of other Tower users, including Landlord.

Tenant shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including but not limited to laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use, operation, maintenance, construction and/or installation of the Premises. In connection with any required approvals or extensions, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses, permits and authorizations required for Tenant's use of the Premises from all applicable governmental and regulatory entities (the "Governmental Approvals"). Landlord agrees to allow Tenant to perform surveys, soils testing, and other engineering procedures and environmental investigations on, under and over the Premises to determine that the Premises are suitable for Tenant's intended use, provided Tenant restores any property or soil disturbed by such activities. Tenant expressly agrees to indemnify and hold the Landlord, its employees, appointed and elected officials, and volunteers and other individuals working on behalf of the Landlord, harmless against any losses, costs, expenses, damages, liabilities, or claims whether groundless or not, arising out of bodily injury, sickness or disease, including death resulting at any time therefrom, which may be sustained or claimed by any person or persons, or destruction of any property, (including the loss of use thereof) based on any act or omission, negligent or otherwise, of the Tenant or anyone acting on behalf of the Tenant incident to the entry, investigation or testing of the Premises, except that Tenant shall not be responsible for indemnification to the Landlord for damages caused by or resulting from the Landlord's sole negligence; and Tenant shall at its own cost and expense, defend any such claim and any suit,

action or proceeding which may be commenced thereunder and Tenant shall pay any and all judgments which may be recovered in any such suit, action or proceeding and any and all expenses, including but not limited to costs, attorney fees and settlement expenses which may be incurred therein as they relate in any way to such investigation.

5. **Landlord's Use of Premises.** Until such time as the Tower is conveyed to Landlord pursuant to Paragraph 34(c) of the Lease, the Tower shall be installed and owned by Tenant. Landlord shall have the right to use the Premises and the portion of the Tower to be constructed by Tenant for any lawful purpose. In addition, Landlord shall have the right to lease the Tower to other users for commercial purposes (except for that part occupied or served by Tenant and Landlord), subject to review by Landlord and Tenant to determine that the proposed use will not interfere with either's operation. The person seeking to install the additional antennae upon the Tower shall provide at its expense sufficient information as may be required by Landlord and Tenant to determine that the new proposed use will not interfere with Tenant's use of the Tower by Landlord or Tenant or cause any adverse effect on the structural integrity of the Tower. All rental income derived from the Tower and Premises shall be payable to Landlord, and the terms of any such agreement must be approved by Landlord and Tenant shall not unreasonably withhold its approval of any such use.

6. **Tenant Improvements; Tenant's Use of Landlord's Tower.** Immediately after the Commencement Date and after obtaining site plan approval for the Tower, Tenant shall construct the Tower and the Equipment Shelter as shown on the attached Exhibits within ninety (90) days thereafter. The Tower and related facilities shall be so constructed to be able to accommodate the antennae of Tenant, Landlord, and two (2) other wireless communication providers. The Equipment Shelter shall be for use by the Tenant, Landlord and two (2) other users. The Equipment Shelter shall be constructed of brick materials to match the existing building on the Property or of other suitable materials approved by the Landlord's City Manager. Tenant shall also construct all ancillary support facilities as set forth in the Specifications set forth in **Exhibit E**, within the time period specified above. Prior to commencing construction, Tenant shall submit plans and specifications for all improvements to Landlord for Landlord's written approval, such approval not to be unreasonably withheld. Prior to commencing construction, Tenant shall also provide Landlord with the name of the contractor that will be constructing the improvements. Tenant shall also install antennae for the Landlord if engineering, design and other specifications are timely made available to Tenant by Landlord. The contractor is subject to the prior written approval of Landlord, which approval shall not be unreasonably withheld. All improvements shall be constructed in a workmanlike manner without the attachment of any liens to the Premises and shall be completed in compliance with all applicable laws, rules, ordinances and regulations. Until conveyed by the Tenant pursuant to Paragraph 34(c), the Tower shall remain the property of the Tenant with all rental income derived payable to Landlord. At that time, Tenant shall execute and deliver a Bill of Sale in a form satisfactory to Landlord's counsel conveying to the Landlord the Tower and related facilities to which Landlord is entitled to own under the terms of this Lease.

7. **Net Lease.** Landlord shall not be required to make any expenditures of any kind in connection with this Lease or to make any maintenance, repairs or improvements to the Premises. The parties agree that this is a net Lease intended to assure Landlord the rent reserved on an absolute net basis. In addition to the Rent reserved above, Tenant shall pay to the party entitled thereto its prorated share of all taxes, assessments, insurance premiums, maintenance charges, and any other charges, costs and expenses against the Premises which may be contemplated under any provisions of this Lease, provided however, that the taxes, maintenance and insurance charges for the Tower shall be prorated among the users, other than the Landlord, based upon the number of such users. In addition, Tenant shall be responsible for its prorata share of the taxes, maintenance and insurance charges relating to the Tower that would otherwise be chargeable to the Landlord. If the number of commercial users shall change during the term of this Lease, the proportionate share of the expenses shall be adjusted accordingly between any commercial users (except Landlord).

8. **Signs.** Tenant shall not place any signs on the Premises without Landlord's approval. Landlord shall have the right to withhold approval of any sign which in Landlord's sole discretion is not compatible with Landlord's use and development of the Property.

9. **Taxes.** Tenant shall pay all real property taxes and assessments for the Premises, if any, which become due and payable during the term of this Lease which are associated with its use. All such payments shall be made, and evidence of all such payments shall be provided to Landlord, at least ten (10) days prior to the delinquency date of the payment. Tenant shall pay all taxes on its personal property on the Premises. If the methods of taxation in effect at the Commencement Date of the Lease are altered so that in lieu of or as a substitute for any portion of the real property taxes and special assessments now imposed on real property there is imposed any tax Tenant shall pay those amounts in the same manner as provided for the payment of real property taxes.

10. **Maintenance.** Tenant shall, at its own expense, maintain the Premises and all improvements, equipment and other personal property installed upon the Premises by Tenant in good working order, condition and repair. As additional consideration for this Lease, Tenant agrees to pay Landlord's share of the maintenance of the Tower. Tenant shall require all other users of the Tower to pay for their respective share of the maintenance cost of the Tower and related facilities. Such users shall be equally responsible for maintenance and insurance (including if Tenant terminates this Lease), and Tenant shall provide itemized statements for the maintenance work if requested by Landlord or any user of the Tower. Tenant shall also keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference. Tenant shall submit to Landlord and other users of the Tower an annual inspection report prepared by a competent tower inspection company regarding the integrity and maintenance of the Tower. Costs of the annual inspection report shall be prorated among the commercial users of the Tower.

11. **Quiet Enjoyment.** Landlord covenants and agrees that upon payment by the Tenant of the Rent under this Lease and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall

peaceably and quietly hold and enjoy the property, the rights, and privileges granted for the term demised without hindrance or interference by Landlord or any other person, and Landlord shall perform all of its obligations under this Lease. Tenant acknowledges that the Property is a municipal golf course. Tenant agrees that it will not at any time interfere with the use of the Premises by Landlord or its invitees except in the case of an emergency. Tenant shall conduct its maintenance activities at times when the outdoor area of the Premises are not in use. Landlord and its invitees shall have the right to conduct activities in the area of the Tower without constituting a breach of Tenant's right of quiet enjoyment of the Property.

12. **Access.** Subject to the limitation set forth in Paragraph 11, Landlord and its agents shall have the right to enter the Premises at reasonable times to examine and inspect the Premises. Tenant shall have access to the Premises 24 hours a day 7 days per week, provided it does not interfere with Landlord's operations on the Premises.

13. **Utilities.** Tenant shall at its sole expense provide any utility service to the Premises that it desires. If there are additional users of the Tower, each user's utility usage shall be separately metered. Tenant shall pay when due all charges for its usage of utilities to the Premises during the term of the Lease.

14. **License Fees.** Tenant shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Tenant's use of the Premises.

15. **Broadcast Interference.**

a. **Definition.** As used in this Lease, "interference" with a broadcasting activity means:

(i) Interference within the meaning of the provisions of recommended practices of the Electronics Industries Associations (EIA) and the rules and regulations of the Federal Communications Commission (FCC) then in effect, or

(ii) A material impairment of the quality of either sound or picture signals on a broadcasting activity as may be defined by the FCC at any hour during the period of operation of activity, as compared with that which would be obtained if no other broadcaster were broadcasting from the Property or had any equipment on the Property.

b. Tenant shall take reasonable actions to prevent and properly remove any interference with broadcast activities of Landlord or other tenants of Landlord caused by Tenant's use of the Premises. Landlord shall take reasonable actions to prevent and promptly remove or cause to be removed any interference with Tenant's broadcast activities caused by Landlord or Landlord's lessees, licensees, invitees, or agents.

16. **Governmental Approvals.** This Lease is contingent upon Tenant's obtaining all necessary governmental approvals, permits or licenses that Tenant may deem necessary. This contingency shall be deemed waived sixty (60) days after date of this Lease unless Tenant provides Landlord written notice within the sixty (60) day period that it is terminating the Lease due to its inability to obtain necessary approvals.

17. **Default and Landlord's Remedies.**

a. It shall be a default if:

(i) Tenant defaults in the payment of any sums to Landlord when due, and does not cure such default within ten (10) days.

(ii) Tenant defaults in the performance of any other covenant or condition of this Lease and does not cure such other default within thirty (30) days after written notice from Landlord specifying the default complained of.

(iii) Tenant abandons or vacates the Premises.

(iv) Tenant is adjudicated a bankrupt or makes any assignment for the benefit of creditors.

(v) Tenant becomes insolvent or Landlord reasonably believes itself to be insecure.

b. In the event of a default under this Lease by Tenant, Landlord shall be entitled to any remedies provided under this Lease and as shall then be provided by law; except that Landlord shall not be entitled to distrain any personal property (including fixtures) on the property except those to which Landlord is entitled at the end of the term of the Lease; provided that prior to and as a condition precedent to the exercise of any remedy, Landlord shall give to Tenant written notice of default and the nature of the default and Tenant shall have thirty (30) days (or if the default cannot be cured within thirty (30) days a longer period as shall be necessary to cure the default acting with due diligence) after receipt of the notice within which to cure the default during which period no remedy shall be pursued.

c. For a breach of any provision of this Lease requiring that the use be in compliance with all applicable laws, rules, regulations, or standards, including but not limited to FCC rules and regulations, interference standards, environmental laws, or health protection laws, rules or regulations, Landlord may, in addition to any other remedy it may have under this Lease or at law, obtain a temporary restraining order and preliminary injunction compelling it to cease and desist all operations on the Leased Premises until further order of the Court, since Landlord does not have an adequate remedy at law. Prior to invoking such remedy, Tenant shall be given a thirty (30) day notice of the alleged default so that it may cure such default.

d. No re-entry and taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease, regardless of the extent of renovations and alterations by Landlord, unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

e. If suit shall be brought by Landlord for recovery of possession of the Premises, for the recovery of any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant, the Tenant shall pay to the Landlord all expenses incurred therefor, including reasonable attorney fees.

18. **Cure by Landlord.** In the event of any default of this Lease by Tenant, the Landlord may at any time, after notice, cure the default for the account of and at the expense of the Tenant. If Landlord is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fee in instituting, prosecuting or defending any action to enforce the Landlord's rights under this Lease, the sums so paid by Landlord, with all interest, costs and damages shall be deemed to be Additional Rental and shall be due from the Tenant to Landlord on the first day of the month following the incurring of the respective expenses.

19. **Damage or Destruction.** If the Tower or any portion of the Tower is destroyed or damaged so as to materially hinder effective use of the Tower due to an "act of God" or other cause which is not the fault of the Landlord , Landlord may elect to terminate this Lease if Tenant does not repair or restore the Premises within one hundred twenty (120) days of written notice to Tenant of the damage or destruction which period Landlord agrees to reasonably extend if Tenant has diligently pursued such repair or restoration, but has been unable to complete such work for reasons beyond its control. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction. Landlord shall be entitled to retain any consideration paid. Landlord requires Tenant to repair or restore the Premises for use by Landlord.

20. **Condemnation.** In the event the Premises are taken by eminent domain, this Lease shall terminate as of the date title to the Premises vests in the condemning authority. In the event a portion of the Premises is taken by eminent domain so as to materially hinder effective use of the Premises by Tenant, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the award paid for the taking and the Landlord shall receive full amount of such award. Tenant shall hereby expressly waive any right or claim to any portion thereof although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, shall belong to Landlord. Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, and leasehold improvements.

21. **Indemnity and Insurance.**

a. **Disclaimer of Liability.** Landlord shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Tenant's construction, maintenance, repair, use, operation, condition or dismantling of the Premises.

b. **Indemnification.** Tenant shall, at its sole cost and expense, indemnify and hold harmless Landlord and all associated, affiliated, allied and subsidiary entities of Landlord, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees"), from and against:

(i) Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Tenant, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Premises or the Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.

(ii) Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Tenant, its contractors or sub-contractors, for the installation, construction, operation, maintenance or use of the Premises and, upon the written request of Landlord, Tenant shall cause such claim or lien covering Landlord's property to be discharged or bonded within thirty (30) days following such request.

c. **Assumption.** Tenant undertakes and assumes for its officers, agents, contractors and subcontractors and employees (collectively "Tenant" for the purpose of this section), all risk of dangerous conditions, if any, on or about the Premises, and Tenant hereby agrees to indemnify and hold harmless the Indemnitees against and from any claim asserted or

liability imposed upon the Indemnitees for personal injury or property damage to any person (other than from Indemnitee's gross negligence) arising out of the Tenant's installation, operation, maintenance, condition or use of the Premises or Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.

d. **Defense of Indemnitees.** In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Tenant shall, upon notice from any of the Indemnitees, at Tenant's sole cost and expense, resist and defend the same with legal counsel mutually selected by Tenant and Landlord; provided however, that Tenant shall not admit liability in any such matter on behalf of the Indemnitees without the written consent of Landlord and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Tenant.

e. **Notice, Cooperation and Expenses.** Landlord shall give Tenant prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing shall be deemed to prevent Landlord from cooperating with Tenant and participating in the defense of any litigation by Landlord's own counsel. Tenant shall pay all expenses incurred by Landlord in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by the Landlord's attorney, and the actual expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings but shall not include attorneys fees for services that are unnecessarily duplicative of services provided Landlord by Tenant. If Tenant requests Landlord to assist it in such defense then Tenant shall pay all expenses incurred by Landlord, including defending itself with regard to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the costs of any services rendered by the Landlord's attorney, and the actual expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings.

f. **Insurance.** During the term of the Lease, Tenant shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

(i) Worker's compensation insurance meeting Michigan statutory requirements.

(ii) Comprehensive commercial general liability insurance with minimum limits of Three Million ($3,000,000) Dollars as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for completed operations liability, independent contractor's liability; coverage for property damage from perils of

explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(iii) Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Tenant, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of the Michigan No-Fault Insurance Law including residual liability, insurance with minimum limits of One Million ($1,000,000) Dollars as the combined single limit for each occurrence for bodily injury and property damage.

(iv) Property insurance in the full insurable replacement value of the Tower, Equipment Shelter and related facilities on a prorata basis with other commercial users.

(v) At the start of and during the period of any construction, builders all-risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Tower. Upon completion of the installation of the Tower, Tenant shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Premises. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

(vi) Business interruption insurance coverage in an amount sufficient to cover such loss of revenues, for the period of time which it would take, under normal circumstances, to repair or replace that part(s) of the Premises which is damaged and caused the loss of revenue.

(vii) All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims made basis.

(viii) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

g. **Named Insured.** All policies, except for business interruption and worker's compensation policies, shall name Landlord and all associated, affiliated, allied and subsidiary entities of Landlord, now existing or hereafter created, and their respective officers, boards, commissions, employees, agents and contractors, as their respective interests may appear as additional insured (herein referred to as the "Additional Insured"). Each policy which is to be endorsed to add Additional Insured hereunder, shall contain cross-liability wording, as follows:

> In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder.

h. **Evidence of Insurance.** Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this paragraph, along with written evidence of payment of required premiums shall be filed and maintained with Landlord annually during the term of the Lease. Alternatively, Tenant shall provide Landlord with evidence of participation in a satisfactory self-insurance program. Tenant shall immediately advise Landlord of any claim or litigation that may result in liability to Landlord.

i. **Cancellation of Policies of Insurance.** All insurance policies maintained pursuant to this Lease shall contain the following endorsement:

> At least sixty (60) days prior written notice shall be given to Landlord by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered mail to the parties named in this paragraph of the Lease.

j. **Insurance Companies.** All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Michigan which are satisfactory to Landlord.

k. **Deductibles.** All insurance policies may be written with deductibles, not to exceed $50,000 unless approved in advance by Landlord. Tenant agrees to indemnify and save harmless Landlord, the Indemnitees and Additional Insured from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease.

l. **Contractors.** Tenant shall require that each and every one of its contractors and their subcontractors carry, in full force and effect, workers' compensation, comprehensive public liability and automobile liability insurance coverage of the type which Tenant is required to obtain under the terms of this paragraph with appropriate limits of insurance.

m. **Review of Limits.** Once during each calendar year during the term of this Lease, Landlord may review the insurance coverage to be carried by Tenant. If Landlord determines that higher limits of coverage are necessary to protect the interests of Landlord or the Additional insured, Tenant shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense.

22. **Hazardous Substance Indemnification.** Landlord and Tenant represent and warrant that their respective use of the Premises will not generate any hazardous substance, and they will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance. Each party further agrees to hold the other harmless from and indemnify such party against any release of any such hazardous substance and any damage, loss, or expense or liability resulting from such release, including all attorney fees, costs and penalties incurred as a result thereof except any release caused by the negligence of the releasing party, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

23. **Holding Over.** Any holding over after the expiration of the term hereof, with the consent of the Landlord, shall be construed to be a tenancy from month to month at two times the rents specified in this Lease prorated on a monthly basis) and shall otherwise be for the term and on the conditions specified in this Lease, so far as applicable.

24. **Subordination to Mortgage.** Any mortgage now or subsequently placed upon any property of which the Premises are a part shall be deemed to be prior in time and senior to the rights of the Tenant under this Lease. Tenant subordinates all of its interest in the leasehold estate created by this Lease to the lien of any such mortgage. Tenant shall, at Landlord's request, execute any additional documents necessary to indicate this subordination.

25. **Removal of Equipment; Restoration;** Except as otherwise provided herein, upon the expiration of this Lease, or the earlier termination and cancellation of this Lease by Tenant for any reason, Tenant may remove all of its antennae, equipment and other personal property located within the Equipment Shelter, and fixtures, including but not limited to its transmitting and receiving equipment, transmitting and receiving antennae and transmission lines. The Tower and Equipment Shelter will remain at the Leased Premises and, if requested by Landlord, be conveyed to the Landlord for One ($1.00) Dollar at Landlord's option upon the termination of the Agreement. Conveyance of the Tower, Equipment Shelter and Related Facilities shall be by an instrument approved by Landlord's counsel. If requested by Landlord, Tenant shall removal the Tower, Equipment Shelter and related facilities. Tenant shall not remove any improvements which are required to be or which have been conveyed to Landlord pursuant to this Lease unless requested by Landlord. All removals required to be made by Tenant shall be completed with ninety (90) days after the effective date of expiration or other termination. Tenant shall restore the Property to substantially the same condition as existed as of the commencement of the term of this Lease, reasonable wear and tear excepted, provided, however, that Tenant will remove any driveways, sidewalks and foundation if requested by Landlord in accordance with Landlord's codes, ordinances or regulations. Underground piping or wiring or any other fixtures or improvements shall be reduced to a depth of not less than one foot below ground level, unless other requirements are imposed by Landlord under its applicable codes. Tenant shall not remove

any security fence built by Tenant (unless otherwise requested by Landlord) and same shall become the property of the Landlord. In the event that the Tenant fails to remove any improvements it installed on the Property which it is required or entitled to remove within ninety (90) days of the termination of the Lease, Landlord may do so with the reasonable costs of same to be charged to the Tenant.

26. **Removal Bond**. Upon default, Tenant shall provide a letter of credit, cash deposit or other security satisfactory to Landlord's counsel in an amount determined by a licensed structural engineer for Tenant's proportionate amount of the cost of removing the Tower, Equipment Shelter and related facility as required under Section 25.

27. **Acceptance of Premises.** By taking possession of the Premises, Tenant accepts the Premises in the condition existing as of the Commencement Date. Landlord makes no representation or warranty with respect to the condition of the Premises and Landlord shall not be liable for any latent or patent defect in the Premises.

28. **Estoppel Certificate.** Tenant shall, at any time and from time to time upon not less than ten (10) days prior request by Landlord, deliver to Landlord a statement in writing certifying that

a. the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identifying the modification);

b. the dates to which rent and other charges have been paid;

c. so far as the person making the certificate knows, Landlord is not in default under any provisions of the Lease; and

d. such other matters as Landlord may reasonably request.

29. **Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested; to the following addresses:

If to Landlord, to:

City Manager
City of Troy
500 West Big Beaver Road
Troy, MI 48084

With a copy to:

City Attorney
City of Troy
500 West Big Beaver Road
Troy, MI 48084

If to Tenant, to:

AT&T Wireless Services, PCS, Inc.
Attn: General Counsel
26877 Northwestern Highway, Suite 350
Southfield, MI 48034

30. **Assignment and Subletting.** Tenant shall not assign this Lease in whole or in part, or sublet all or any part of the Premises without the Landlord's prior written consent, except that it is permissible to assign such Lease to a parent or subsidiary of the Tenant or to any entity which purchases substantially all of the assets of the Tenant Consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity of such consent to any subsequent assignment or subletting. This prohibition against any assignment or subletting shall not be construed to include a prohibition against any subletting or assignment by operation of law. If this Lease is assigned, or if the Premises or any part thereof is sublet or occupied by anyone other than Tenant, Landlord may collect rent from the assignee, subtenant or occupant and apply the net amount collected to the rent and other obligations of Tenant, but no assignment, subletting, occupancy or collection shall be deemed a waiver or release of Tenant from the further performance by Tenant of the covenants on the part of Tenant. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease. Any person or entity to which this Lease is assigned pursuant to the Bankruptcy Code, 11 USC §101, et seq., shall be deemed without further act to have assumed all of the obligations of Tenant arising under this Lease on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Landlord an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Landlord, shall be the exclusive property of Landlord, and shall not constitute property of the Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid to Landlord.

31. **Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.

32. **Co-Location.** Tenant agrees to allow the Landlord and two (2) other telecommunications providers to lease space upon the Tower upon reasonable request of such users , provided the use does not unreasonably interfere with Tenant's use, with rent received from the Tower payable to Landlord. Such co-location and lease terms, by additional users, shall be subject to review and approval by Landlord as required by this Lease.

33. **Contact Person; Notice of Change.** In order to have Landlord be able to contact the Tenant at any time with respect to the construction or operation of the Tower or its ancillary facilities, it is imperative that the Landlord have a current contact person and current phone number of such contact person at all times. Tenant has designated the following person with the following phone number as the contact person in charge of the oversight of construction and operation of the Tower:

Anthony Amine
Office - (248) _____
Pager - (248) _____

Tenant shall advise Landlord with 24 hours of any change in either the contact person or the phone number of the contact person.

34. **Lease Memorandum.** Simultaneous with the execution of this Lease, the parties have executed a Memorandum of Lease. Tenant or Landlord may record the Memorandum of Lease. If Tenant's survey of the Premises requires a correction to the legal description rider attached to the Memorandum of Lease, the parties will execute in recordable form a modified Memorandum of Lease or a supplement to the Memorandum of Lease.

35. **Termination.**

a. By Landlord, Landlord may terminate this Lease for any default by Tenant in its obligations under this Lease as provided in Paragraph 17.

36. **Miscellaneous.**

a. Landlord and Tenant represent that each, respectively has full right, power, and authority to execute this Lease.

b. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth. Any modification of or amendment to this Lease must be in writing and executed by both parties.

c. This Lease shall be construed in accordance with the laws of the State of Michigan.

d. If any term of this Lease is found to be void or invalid, such invalidity shall not effect the remaining terms of this Lease, which shall continue in full force and effect.

e. Tenant agrees to look solely to the interest of Landlord in the Premises for the satisfaction of any judgment against Landlord as a result of any breach by Landlord of its obligations under this Lease. No other property of Landlord shall be subject to levy or execution as a result of any claim by Tenant against Landlord arising out of the relationship created by this Lease.

This Lease was executed as of the date first set above.

WITNESSED:

Cecilia A. Brukwinski
CECILIA A. BRUKWINSKI

Mary Ann Hays
MARY ANN HAYS

LANDLORD:

CITY OF TROY, a Michigan municipal corporation

By: Jeanne M. Stine
JEANNE M. STINE

Its: Mayor

By: Tamara A. Renshaw
TAMARA A. RENSHAW

Its: Clerk

T

Final

WITNESSES:

Anthony M. Amine

Elizabeth Stewart

TENANT:

AT&T Wireless PCS, Inc., a Delaware corporation, acting by and through its Agent, Wireless PCS Inc., d/b/a AT&T Wireless Services

By: _____
SCOTT SANTI

Title: Director of System Development

STATE OF MICHIGAN)
)ss.
COUNTY OF _____)

The foregoing Lease Agreement was acknowledged before me this 6th day of October, 1998, by JEANNE M. STINE and TAMARA A. RENSHAW, Mayor and City Clerk, respectively, of the CITY OF TROY, a Michigan municipal corporation, on behalf of the Corporation.

Cecilia A. Brukowinski

Notary Public
_____ County Michigan
My Commission Expires:

CECILIA A. BRUKWINSKI
Notary Public, Oakland County, MI
My Commission Expires June 18, 200

STATE OF MICHIGAN)
)ss.
COUNTY OF Oakland)

The foregoing Lease Agreement was acknowledged before me this 2nd day of October, 1998, by SCOTT SANTI, Director of System Development of AT&T Wireless PCS, Inc., a Delaware corporation, acting by and through its Agent, Wireless PCS Inc., d/b/a AT&T Wireless Services, on behalf of the corporation.

Elizabeth Stewart

Notary Public
Oakland County Michigan
My Commission Expires: 9/22/98

DRAFTED BY:
Neil J. Lehto
O'Reilly, Rancilio, Nitz,
Andrews & Turnbull, P.C.
12900 Hall Road, Suite 350
Sterling Heights, MI 48313-1151

Final

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

To the Agreement dated _____, 1998 by and between the City of Troy, a Michigan municipal corporation ("Landlord") and AT&T Wireless Services PCS, Inc., a Delaware corporation, acting by and through its Agent, Wireless PCS, Inc., d/b/a AT&T Wireless.

Part of the Northeast ¼ of Section 11, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan more particularly described as: Commencing at the Northeast Corner of said Section 11; thence along the East line of said Section also the centerline of John R. Road due South 505.00 feet; thence South 89 degrees 50 minutes 00 seconds West, 312.00 feet; thence due North, 505.00 feet to the North line of said Section 1 and also the centerline of Square Lake Road; thence along said line South 89 degrees 50 minutes 00 seconds East, 312.00 feet to the point of beginning, subject to rights of the public on Square Lake Road and John R. Road.

EXHIBIT B-1

SITE PLAN OF THE PREMISES, WITH LEGAL DESCRIPTION OF THE PREMISES TO BE LEASED AND ACCESS AND UTILITY EASEMENTS

To the Agreement dated _____, 1998 by and between the City of Troy, a Michigan municipal corporation ("Landlord") and AT&T Wireless Services PCS, Inc., a Delaware corporation, acting by and through its Agent, Wireless PCS, Inc., d/b/a AT&T Wireless.

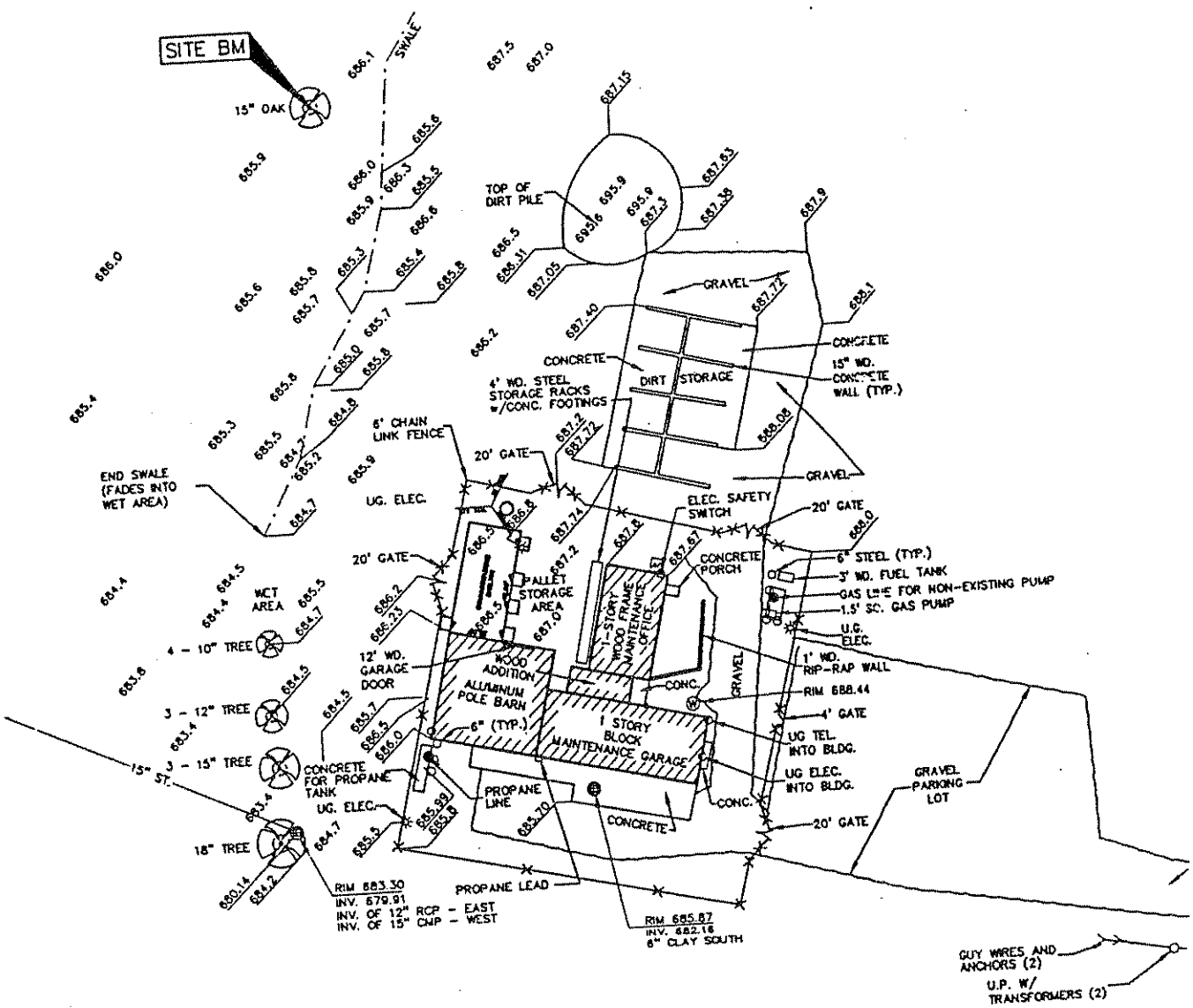


EXHIBIT B-2

SITE PLAN OF THE PREMISES, WITH
LEGAL DESCRIPTION OF THE PREMISES TO BE LEASED
AND ACCESS AND UTILITY EASEMENTS

To the Agreement dated _____, 1998 by and between the City of Troy, a Michigan municipal corporation ("Landlord") and AT&T Wireless Services PCS, Inc., a Delaware corporation, acting by and through its Agent, Wireless PCS, Inc., d/b/a AT&T Wireless.

LEGAL DESCRIPTION
(Total Parcel From The Phillip F. Greco Title Company No. 63-678228)

Situated in the City of Troy, Oakland County, Michigan, the Northeast ¼ of Section 10, T.2 N., R.11 E, City of Troy, Oakland County, Michigan.

LEGAL DESCRIPTION
PARCEL "A"

Part of the Northeast ¼ of Section 10, T.2 N., R.11 E, City of Troy, Oakland County, Michigan, commencing at the Northeast corner of Section 10; thence along the East section line South, 1964.14 feet; thence West 9.68 feet; thence 48.53 feet along a curve to the left, radius 31.00 feet, central angle 89°41'22", chord bearing N 44°01'00" W, 43.72 feet; thence N 68°34'57" W, 49.90 feet; thence N 83°55'31" W, 59.46 feet; thence N 88°34'57" W, 168.80 feet; thence S 01°25'15" W, 170.88 feet; thence N 79°24'59" W, 902.34 feet; thence N 06°01'31" E, 105.66 feet; thence N 74°45'29" W, 57.90 feet; thence N 13°12'15" E, 15.01 feet to the Point of Beginning: Thence S 13°12'15" W, 56.50 feet; thence N 76°47'45" w, 44.50 feet; thence N 13°12'15" E, 56.50 feet; thence S 76°47'45" E, 44.50 feet to the Point of Beginning, containing 2514.2 square feet or 0.057 acres.

NM SS LP

LEGAL DESCRIPTION
INGRESS/EGRESS EASEMENT

An ingress/egress easement over part of the Northeast ¼ Section of 10, T.2N., R.11 E, City of Troy, Oakland County, Michigan, commencing at the Northeast corner of Section 10; thence along the East section line South, 1845.42 feet to the Point of Beginning: Thence continuing South 118.72 feet; thence West 9.68 feet; thence 48.53 feet along a curve to the left, radius 31.00 feet, central angle 89°41'22", chord bearing N 44°01'00" W, 43.72 feet; thence N 88°34'57" W, 49.90 feet; thence N 83°55'31" W, 59.46 feet; thence N 88°34'57" W, 168.80 feet; thence S 01°25'15" W, 170.88 feet; thence N 79°24'59" W, 902.34 feet; thence N 06°01'31" E, 105.66 feet; thence N 74°45'29" W, 57.90 feet; thence N 13°12'15" E, 15.01 feet; thence S 74°45'29" E, 71.20 feet; thence S 06°01'31" W, 61.33 feet; thence S 75°10'23" E, 49.33 feet; thence S 14°49'37" W, 39.57 feet; thence S 79°24'59" E, 803.36 feet; thence N 59°51'52" E, 22.74 feet; thence N 01°25'15" E, 157.43 feet; thence S 88°34'57" E, 161.00 feet; thence N 45°00'00" E, 44.41 feet; thence S 88°34'57" E 90.64 feet; thence 50.19 feet along a curve to the left radius 31.00 feet, central angle 92°46'0", chord bearing N 48°12'58" E, 44.89 feet thence East 20.88 feet to the Point of Beginning.

EXHIBIT C

RENT SCHEDULE

	Years 1 through 7	Annual Rent
1.	July 1, 1997 - June 30, 1998	$ -0-
2.	July 1, 1998 - June 30, 1999	-0-
3.	July 1, 1999 - June 30, 2000	-0-
4.	July 1, 2000 - June 30, 2001	-0-
5.	Sept 1, 2001 - June 30, 2002	12,000.00
6.	July 1, 2002 - June 30, 2003	14,400.00
7.	July 1, 2003 - June 30, 2004	14,400.00

	Years 8 through 12	Annual Rent
8.	July 1, 2004 - June 30, 2005	$16,800.00
9.	July 1, 2005 - June 30, 2006	16,800.00
10.	July 1, 2006 - June 30, 2007	16,800.00
11.	July 1, 2007 - June 30, 2008	16,800.00
12.	July 1, 2008 - June 30, 2009	16,800.00

	Years 13 through 17	Annual Rent
13.	July 1, 2009 - June 30, 2010	$19,200.00
14.	July 1, 2010 - June 30, 2011	19,200.00
15.	July 1, 2011 - June 30, 2012	19,200.00
16.	July 1, 2012 - June 30, 2013	19,200.00
17.	July 1, 2013 - June 30, 2014	19,200.00

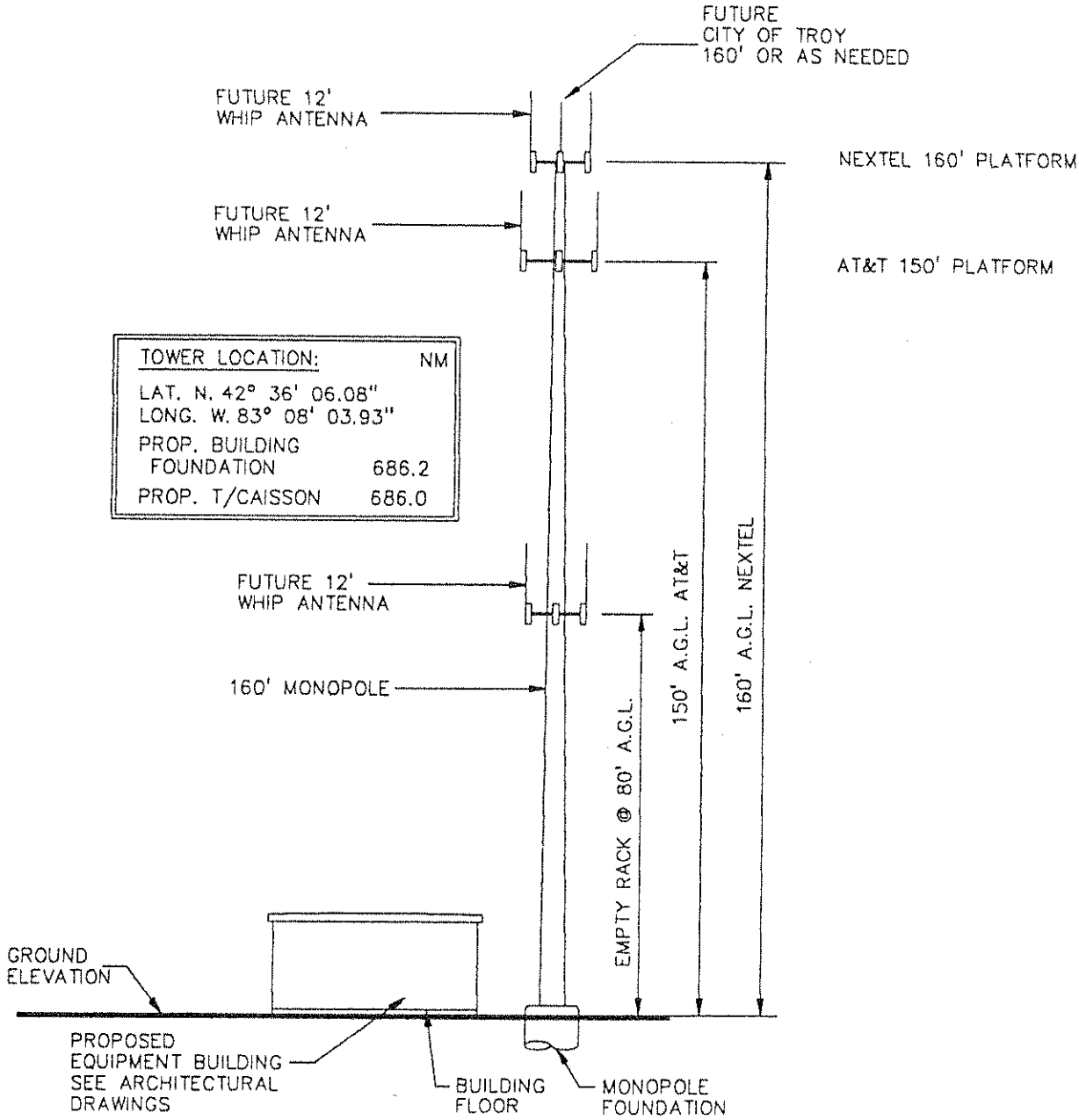
	Years 18 through 22	Annual Rent
18.	July 1, 2014 - June 30, 2015	$21,600.00
19.	July 1, 2015 - June 30, 2016	21,600.00
20.	July 1, 2016 - June 30, 2017	21,600.00
21.	July 1, 2017 - June 30, 2018	21,600.00
22.	July 1, 2018 - June 30, 2019	21,600.00

	Years 23 through 25	Annual Rent
23.	July 1, 2019 - June 30, 2020	$24,000.00
24.	July 1, 2020 - June 30, 2021	24,000.00
25.	July 1, 2021 - June 30, 2022	24,000.00

EXHIBIT D

DESCRIPTION AND
ADDITIONAL EQUIPMENT AND SERVICES

To the Agreement dated _____, 1998 by and between the City of Troy, a Michigan municipal corporation ("Landlord") and AT&T Wireless Services, PCS, Inc., a Delaware corporation, acting by and through its Agent, Wireless PCS, Inc.



TYPICAL SITE ELEVATION

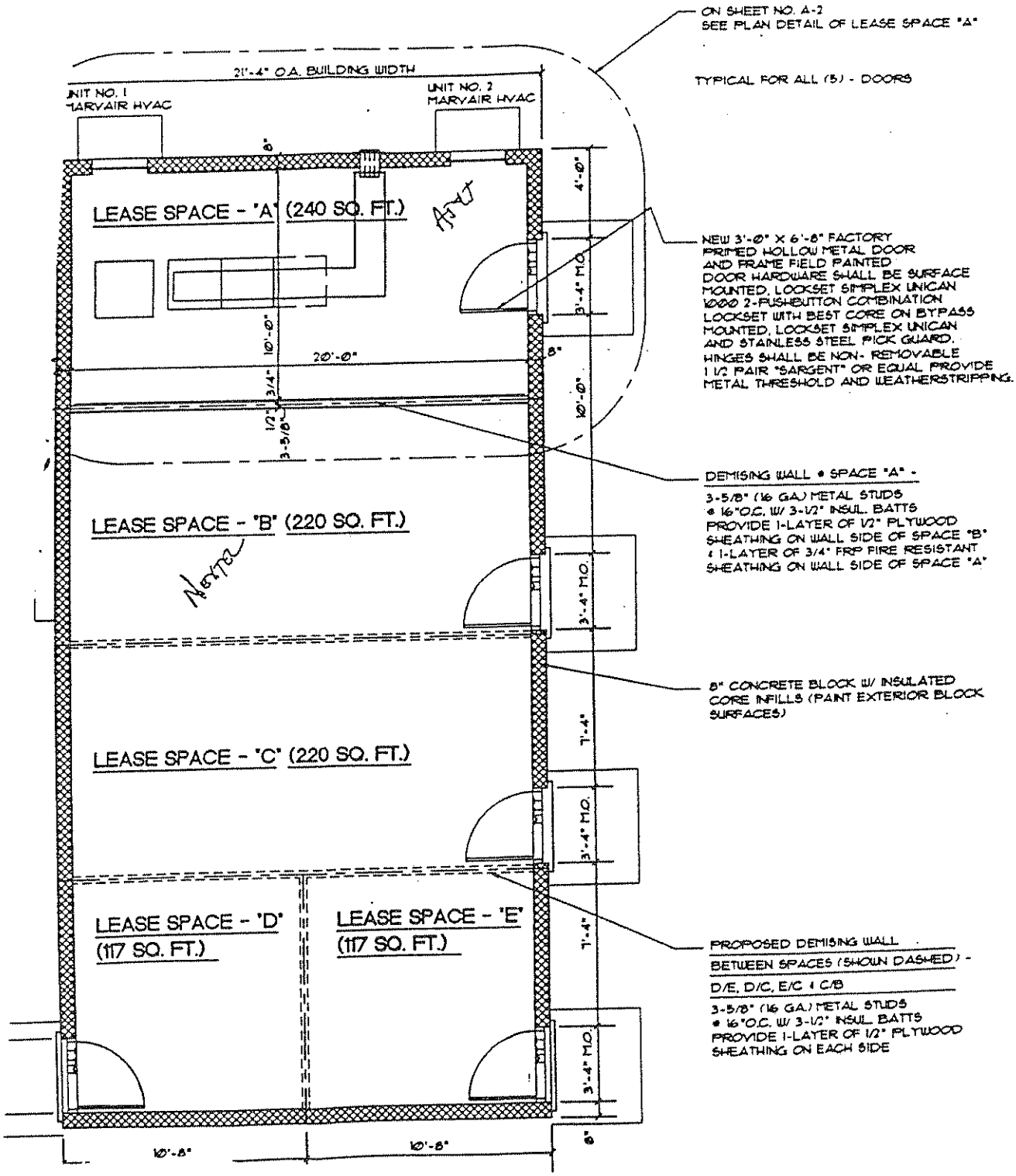
NOT TO SCALE

AT& T SITE # 3329B

EXHIBIT E

ANCILLARY AND SUPPORT FACILITIES

To the Agreement dated _____, 1998 by and between the City of Troy, a Michigan municipal corporation ("Landlord") and AT&T Wireless Services PCS, Inc., a Delaware corporation, acting by and through its Agent, Wireless PCS, Inc., d/b/a AT&T Wireless.



February 14, 2002

TO: MAYOR AND MEMBERS OF COUNCIL

FROM: JOHN SZERLAG, CITY MANAGER
GARY SHRIPKA, ASSISTANT CITY MANAGER, SERVICES
CHARLES CRAFT, CHIEF OF POLICE
MARK STIMAC, DIRECTOR OF BUILDING AND ZONING
STEVE VANDETTE, CITY ENGINEER
LORI GRIGG BLUHM, CITY ATTORNEY

RE: PROPOSED AGREEMENT- PEACOCK POULTRY

Enclosed please find a proposed agreement between the City of Troy and Peacock Poultry Farm, which is located at 6355 Rochester Road, Troy, Michigan. As you are aware, the property is a residentially zoned district. However, Peacock Poultry Farms, which originated back to approximately 1925, was permitted to remain on the property as a legal non-conforming use.

Based on complaints by neighbors, the City inspected the property, and discovered that Peacock Poultry Farms had been expanded from the original operation. For one thing, the Peacocks were now using a refrigerated semi-trailer for storage on the property. This semi-trailer generated a great deal of noise, in addition to presenting some aesthetics issues.

A shed was also constructed on the property within the last few years. This shed was "custom built" to accommodate a freezer unit, and does not comply with the City's requirements (a permit was also never requested). The City has issued misdemeanor citations for these additional storage facilities on site and also the alleged expansion of parking. However, the goal of the City is to eliminate these temporary storage facilities. The City has discussed the removal of these facilities with Gerald and Merilyn Peacock, in addition to addressing several other complaints.

As a result of negotiations, the Peacocks have agreed to permanently remove the semi-trailer and the shed, in exchange for permission to construct a 20 x 26 foot garage. The proposed garage would provide less cubic feet of storage than the semi-trailer, and would provide greater sound insulation for the neighboring properties. The Peacocks have also agreed to place a fence around the southern border of the property, which is also desirable. The Peacocks have also agreed to allow periodic inspections by the City, which will prohibit future expansion of the business. They have also agreed to preclude large delivery trucks from the property between the hours of 9 pm and 5 am.

The City has provided copies of the proposed agreement to some of the neighboring property owners, and has met with them on numerous occasions to obtain their input. One of the major concerns of the residents appears to be drainage. It is undisputed that the majority of the water to these neighboring properties comes from the rear of the property. Developer Robert Macomb has already submitted plans for the property as a residential development that would be split from the Peacock property. Any new residential development would necessarily comply with the development standards, which are anticipated to adequately address the water concerns from the back. City Engineer Steve Vandette has also made some suggestions for the Peacock property, which have been incorporated into the proposed agreement. These include the installation of gutters and downspouts, and the grant of an easement on the property to allow the new residential developer to place a perforated drainage pipe.

In response to the neighbor complaints, the Troy police department has taken several decibel readings on the properties. Although none of the readings have registered higher than the ordinance level of 65 decibels, the neighbors have consistently expressed frustration at the hours of operation of Peacock Farms. The proposed agreement prohibits delivery trucks from 9 pm to 5 am, even though the business could technically operate 24 hours a day for seven days a week. However, the neighbors have consistently requested a later starting time. In response to repeated requests, the Peacocks respond that the traffic on Rochester Road, and the restrictions on delivery times for their customers, preclude a later starting time.

Another contentious item between the neighboring property owners and the Peacocks appears to be the type of a wall on the southern boundary of the Peacock property. The proposed agreement requires an opaque fence. The neighbors have requested a masonry wall.

Both the neighbors and also the Peacocks have been encouraged to submit their concerns to include in the City Council packet. If you have additional questions, please let us know.

cc: Dolly Merana
Raymond and Jane Bisson
Ralph and Shirley Darge
Tom Thompson
Thomas G. Sawyer, Esq.
Gerald and Merilyn Peacock

AGREEMENT

This agreement is voluntarily entered into between the CITY OF TROY (TROY) and GERALD and MERILYN PEACOCK (PEACOCK), concerning the property at 6355 Rochester Road, Troy, Michigan 48085 (PROPERTY).

1. The legal description for the property owned by PEACOCK is: The East 5 acres of the North 10 Acres of Southeast ¼ Section 3, T.2N., R.11E., City of Troy, Oakland County, Michigan. However, the PROPERTY involved in this Agreement is defined and described to consist only of approximately the easterly 1.42 acres, the measurements of which are approximately 377.15 to the West by 163.56, since the remainder of the PROPERTY is not utilized as part of the legal non-conforming use described below.

2. The property is currently zoned residential, R-1B, which generally precludes commercial uses.

3. Commercial activity has occurred on the property since approximately 1925, when Edsel Peacock (father of PEACOCK) operated Peacock Farms, a poultry facility. Since TROY's zoning classifications were enacted after this date, the commercial operation was permitted in the residentially zoned property, since it constitutes a legal continuance of a non-conforming use.

4. The property has consistently been used as a poultry facility since approximately 1925. The business has undergone several changes in the operation. Originally, the property was used to breed, purchase, raise, sell, and slaughter livestock and poultry. In addition, there were two large chicken (and fowl) coops, which also allowed for the collection and sale of eggs on the property and by delivery to customers off site. The coops were removed some time in the 1960s, since the business no longer raised and slaughtered their own fowl. Instead, the poultry was purchased from Amish farmers in Indiana. Poultry has always been sold on the property and by delivery by truck to various customers.

5. The elimination of the slaughtering of livestock led to the use of two combination truck/semi trailers, which were used to transport poultry to and from the property and when the vehicles were not on the road they were used to store and refrigerate the poultry delivered to the property and to customers, and also to store pallets used to transport the poultry. One of these trailers has already been removed from the PROPERTY. There is presently one white semi-trailer on the property, which is presently used to refrigerate and store poultry and pallets. It is TROY's contention that the semi-trailer, which is 42 feet by 8 feet, is not permitted to remain on the property. PEACOCK does not agree with this contention, but agrees with the alternative contained in this Agreement.

6. In order to accommodate storage needs which will be displaced by the removal of two undesired storage units currently on the property, PEACOCK shall be permitted to construct an additional structure on the property. This

structure must be completed on or before June 30, 2002. PEACOCK shall apply for a permit for this structure from TROY. This permit shall not be denied by TROY, as long as the structure meets all of the following requirements:

A. The structure shall be no larger than 20 feet (north-south dimension) by 26 feet (east-west dimension).
B. The structure shall be limited to one story, and shall not exceed 14 feet in height, as defined in Section 04.20.23 of the City of Troy zoning ordinances.
C. The structure shall be constructed of textured wood, and shall be painted immediately after completion.
D. The structure shall have a pitched roof, with asphalt or fiberglass shingles.
E. The structure may have a seven foot high garage door on the north side of the structure. The door shall not exceed sixteen feet in width.
F. The structure shall be located a minimum of six feet from the south property line.
G. The structure shall be located at least ten feet west of the structure in the south eastern section of the PROPERTY (described as building #6355).
H. There shall be no openings, such as windows or doors, on the south side of the structure.
I. Exterior lighting may be permitted on the north side of the structure only. The height of any exterior lighting shall be limited to eight (8) feet. In addition, the proposed exterior lighting shall not create any light trespass on any property that adjoins the PROPERTY. Any exterior lighting shall be reasonably approved by TROY (Housing and zoning inspectors).
J. No mechanical equipment, including refrigeration units, compressors, or evaporative cooling units shall be placed on the exterior of the structure, except that ground mounted refrigeration equipment may be located north, west or east of the structure. This ground mounted refrigeration equipment shall be designed, installed, and operated such that the noise level shall not exceed 65 decibels at the property line.
K. The proposed structure shall comply with all TROY ordinances, except as otherwise stated in this agreement. TROY agrees to expeditiously approve the plans for the structure and approve the use of the structure, so as not to delay PEACOCK's ability to meet the June 30, 2002 date.

7. PEACOCK has agreed to forever remove the white refrigeration semi-trailer from the property on or before June 30, 2002. In addition, an existing storage building, which was built without a permit by PEACOCK and which currently houses a freezer, shall also be permanently removed by PEACOCK on or before June 30, 2002. These structures shall be removed from the site, without consideration for whether the additional structure has been completed by that date. In addition, no outside storage shall be permitted anywhere on the PROPERTY, with the sole exception that not more than 200 pallets may be stored outside, near the fence, during the busy season, which is defined as November 1 to December 31. This limitation on outside storage does not include licensed trucks used in the business, two hi-low/ tractors, any licensed motor vehicles and any temporary storage due to necessary loading or

processing of deliveries and shipments of poultry, when such required storage remains on the PROPERTY for less than 24 hours. This PROPERTY also contains the PEACOCK residence. The limitation on outside storage does not include a motor home or any incidental items that are stored outside that are a part of the use of the property for residential purposes.

8. In consideration for permission to build the structure, as referenced in paragraph 6, PEACOCK shall also construct a six foot high privacy or stockade or other opaque fence on the PROPERTY. This fence shall be installed along a portion of the south property line of what will be the remaining portion of the property after it is divided, as submitted to TROY as proposed Peacock Farms Site Condominiums. The fence on the southern property line may be constructed in two phases. The first phase shall be constructed on or before December 31, 2002, and shall start at a point 125 feet west of the east section line of Section 3,and shall extend to the structure in the south eastern section of the PROPERTY (described as building #6355). The second phase shall be constructed on or before June 30, 2007, and shall extend for remainder of the south border of the property. Nothing shall prohibit PEACOCK or their designees, in their discretion, from extending a fence along the full width of the western boundary line.

9. In consideration for permission to build the structure, as referenced in paragraph 6, PEACOCK agrees to preclude delivery vehicles from outside vendors to and from the PROPERTY between the hours of 9 pm and 5 am, seven days a week. Although TROY prefers to preclude traffic before 7 am in a residential area, the traffic congestion on Rochester Road currently requires three outside vendors with large delivery vehicles to arrive on four weekdays, between 5 and 6 am. TROY will not interfere with these deliveries, as long as all other applicable TROY ordinances or state laws are satisfied. This paragraph is in no way intended to restrict deliveries by smaller vehicles for commercial or residential use after 7 am and before 9 pm on any day. This paragraph is in no way intended to limit smaller trucks in emergency situations at other hours, such as plumbing, electrical, refrigeration repair or tow trucks.

10. PEACOCK agrees that no other structures or semi-trailers will be constructed or located on the PROPERTY without first obtaining a permit from TROY and in compliance with TROY ordinances. PEACOCK agrees to permit TROY to conduct reasonable periodic inspections of the property to ensure that no unlawful expansion of a legal non-conforming use has occurred. These inspections shall be conducted during regular business hours, and may continue for as long as the poultry facility remains on the property. TROY inspectors shall announce their presence for such inspection when they come onto the PROPERTY.

11. PEACOCK shall be required to add standard size gutters along the south side of the garage like storage building located west of the residence. The downspout from these gutters shall be installed approximately 60 feet from the southwest corner of the garage like building and shall discharge onto the

existing asphalt pavement on the Peacock property. In addition, PEACOCK shall install an elbow and downspout extension on the end of the existing downspout at the southeast corner of the garage like storage building. This extension shall be directed in a northeasterly direction and discharge onto the existing asphalt drive on the Peacock property. All the above referenced gutter and downspout work shall be completed within thirty days of the execution of this agreement.

12. PEACOCK shall also execute a 20' wide by 110' long temporary construction easement extending 110' along the south property line, starting from the west property line of the Peacock farm property. This temporary easement is to allow access for the construction of a catch basin and 60 feet of 8 inch diameter perforated drain pipe between the existing asphalt parking lot and the fence along the south property line. These easements shall be granted as soon as practical. These drain improvements shall be constructed in conjunction with the Peacock Farms Site Condominium development, along with catch basins, drains and swales as required by City of Troy development standards, so as to intercept runoff that currently flows in an easterly direction toward properties south of the Peacock farm.

13. Although previously requested by TROY due to drainage concerns, the parking lots on the premises shall be permitted to remain on the PROPERTY as they currently exist, with the exception that PEACOCK shall be entitled to perform normal and routine maintenance to preserve the parking lots. However, there shall be no expansion of the parking lots or enlargement of the footprint of the parking lots on the PROPERTY.

14. This agreement shall be a covenant running with the PROPERTY, and shall therefore be recorded with the Oakland County Register of Deeds. This agreement shall be binding upon and inure to the benefit of the parties, and all successors, assigns, heirs or tenants of the parties, and is enforceable by the parties or their successors, assigns, heirs, or tenants.

15. All restrictions and permissions of the applicable TROY ordinances shall apply to the PROPERTY, except as otherwise provided by law.

The undersigned acknowledge that they have the authority to execute this agreement.

Signed this _____ day of February 2002.

IN WITNESS WHEREOF, the undersigned hereunto affixed their signatures this _____ day of _____, A.D. 2001.

In presence of:

PEACOCK:

_____	_____ Gerald Peacock
_____	_____ Merilyn Peacock

TROY

In presence of:

_____	_____ Matt Pryor, Mayor
_____	_____ Tonni Bartholomew, City Clerk

PROCLAMATION
FIRST UNITED METHODIST CHURCH OF TROY
175th ANNIVERSARY CELEBRATION

WHEREAS, The history of the United Methodist Church of Troy began as the Methodist Society organized in 1827 by Elder Warren and a few area families ten years before Michigan became a state; and

WHEREAS, The Circuit Riders served the Methodist Society until 1862 when J.R. Noble was appointed to serve and named it the Troy Methodist Episcopal Church. Through the years, the congregation has been paired with Utica, Warren, Clawson and Big Beaver to share a minister. In 1954, the group became a fully separate charge when Reverend Robert Ward was appointed; and

WHEREAS, The congregation moved to the church on Square Lake Road in 1862, where 45 men and one woman have proudly served as pastors; where the United Methodist Women have conducted mission work since 1876; and where the United Methodist Youth Fellowship has been active since 1904; and

WHEREAS, The First United Methodist Church grew with Troy from the pioneer times, through the township days, and now as a vibrant City that today displays the names of the congregation's founding families on streets and schools including Niles, Cutting, Wattles, Martell, Aspinwall, Houghten, Barnard and Jennings; and

WHEREAS, The congregation has been known over the years by many names – as the Methodist Society (1827), Troy Methodist Episcopal Church (1862), The Troy Methodist Church (1939) and finally, The First United Methodist Church of Troy, which stands strong today with 460 members;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Troy salutes The First United Methodist Church of Troy for steadfast commitment to its faith and the community for 175 years and counting; and

BE IT FURTHER RESOLVED, That the Troy City Council does join with the citizens of Troy and First United Methodist Church to celebrate its 175th Anniversary.

Presented this 17th day of February 2002.

Meeting called to order at 7:36 P.M. on Tuesday, November 20, 2001.

PRESENT: Marjorie A. Biglin, Co-Chair
Kevin Danielson, Chair
David Eisenbacher
Paul Lin
Jacques O. Nixon

STAFF: John M. Skeens, Education Coordinator/Museum

ABSENT (EXCUSED): Dorothy Scott

ITEM #1 APPROVAL OF MINUTES OF MEETING OF OCTOBER 16, 2001

MOVED, TO APPROVE THE MINUTES OF THE MEETING OF OCTOBER 16, 2001 AS WRITTEN. Yes: 5-Yes. Biglin, Danielson, Eisenbacher, Lin, Nixon

ITEM #2 SELECTION OF ACTING SECRATERY
David Eisenbacher nominated by Nixon, seconded by Danielson.
Approved by consent vote. Yes: 5-Yes

ITEM #3 SELECTION OF NEW CHAIRPERSON
Kevin Danielson nominated by Nixon, seconded by Eisenbacher.
Approved by consent vote. Yes: 5-Yes

ITEM #4 SELECTION OF NEW CO-CHAIRPERSON
Marjorie Biglin was nominated by Kevin Danielson, seconded by Jacques Nixon.
Approved by consent vote. Yes: 5-Yes

ITEM #5 NEW BUSINESS

A. Update on Compliance with the Michigan Open Meetings Act.
Need to update the calendar to indicate that the meeting is on the second Tuesday of each month. Skeens will notify City Clerk.

ITEM #6 OLD BUSINESS

A. **770 West Square Lake Road:** No new news. Construction still in process. Tabled.

B. **Cemetery Marker:**
Motion to use the following statement for the granite stone at the Beach Road cemetery:
"Cheer Up, we are near the land of promise. See the light ahead, that is the land of promise"…we "came up to our new place, where we have lived ever since, the recipients of manifold blessings, temporal and spiritual" from the recollections of S.V.R. Trowbridge to his wife upon arriving in Troy in 1821.
Yes: 4-Yes. Eisenbacher, Lin, Biglin, Nixon No: 1-No. Danielson

C. **Church & Parsonage Update:** Jacques Nixon reviewed the phase two report from Architect Gerald Yurk. Option #3 was selected by the Ad-hoc Church Committee. Paul Lin questioned the viability of moving the church and parsonage based on the number of visitors annually to the museum grounds. The recommendation from the Ad-hoc Church Committee is scheduled to be presented to Troy City Council on December 17. The report was given to Paul Lin to review.

MOVED BY NIXON, SECONDED BY DANIELSON, TO SUPPORT THE AD-HOC CHURCH COMMITTEES RECCOMENDATION TO SUPPORT OPTION NUMBER THREE TO MOVE THE CHURCH AND PARSONAGE TO THE TROY MUSEUM AND HISTORIC VILLAGE.
Yes: 4-Yes. Eisenbacher, Danielson, Biglin, Nixon No: 1-No. Lin

D. **Flyer Program:** John Skeens presented the final draft of the "To Preserve Our Heritage" pamphlet. Tabled for final approval next month.

E. **Update of Homes on East Long Lake:** John Skeens has been working with the Troy Building Department, Oakland County Road Commission to make sure that the homes on Long Lake will not be adversely affected during the widening of Long Lake. Concern is to protect the grounds which John has been working to insure. The goals for the construction are no ditches, save as much old growth as possible, and no structural changes. All have been agreed upon by all parties involved with the project.

F. **Krell Park:** The Ad-hoc Church Committee supports the use of the Church and Parsonage property as a park.

G. **Yamasaki Designation:** The Historic District Commission would like to designate the site as historic. The goal is to proceed with a State Historic Marker. Paul Lin is to do the site research for the significance and propose language for the marker.

ITEM #7 OTHER

None.

The Historic District Commission meeting adjourned at 9:39 P.M.

The next regular meeting is scheduled on Tuesday, December 18, 2001 at 7:30 PM at the Troy City Hall in conference room C.

Sincerely

John M Skeens
Education Coordinator/Museum

The Special/Study Meeting of the Troy City Planning Commission was called to order by Chairman Chamberlain at 7:30 P.M. on Tuesday, November 27, 2001 in the Lower Level Conference Room of the Troy City Hall.

1. ROLL CALL

Present:	**Absent**
Chamberlain	
Kramer	
Pennington	
Wright	
Storrs	
Littman	
Reece	
Waller (7:35)	
Starr (7:38)	

Also Present:

Mark Miller, Planning Director
Susan Lancaster, Assistant City Attorney
Doug Smith, Real Estate and Development Director
John Abraham, Traffic Engineer
Jordan Keoleian, Student Representative

STUDY ITEMS

2. BOARD OF ZONING APPEALS REPORT

Mr. Storrs stated a petitioner wanted to build a sun room. It was denied because there was no hardship identified.

Mr. Storrs stated there was another petitioner that had a real large lot and wanted to build a huge garage and, before approval, started building an addition onto the garage. Someone called him on it and the BZA tabled the request.

Mr. Reece stated that the Planning Commission might want to look at the Solar Ordinance and revise it.

Mr. Chamberlain stated that the Solar Ordinance should be reviewed. He stated we should target for March.

3. CURRENT DEVELOPMENT REPORT

Doug Smith, Real Estate and Development Director, stated that IKEA has indicated they are no longer interested in a Troy store. The regional vice-president for the multi-state area transferred to Canada and the new vice-president thought the new store was too expensive.

Mr. Smith also stated that there was a request by City Council five or six weeks ago, for staff to create two new ordinance revisions. The development of the Burton-Katzman/Sterling Bank property, under existing ordinance, permits 166,000 square feet of building and they would like to build 300,000 square feet. Therefore, an unified overlay district is being considered for Downtown Development Authority properties.

Mr. Smith also commented on the Big Beaver School property near Rochester Road and Big Beaver and consideration of a PUD revision is a possible option. The revision would reduce the ten (10) acre minimum size requirement. Management asked the Planning Commission about their opinion regarding the ten (10) acre restriction. The Planning Commission could consider revising the ten (10) acre restriction back to five (5).

Mr. Chamberlain asked how Burton Katzman/Sterling Bank would qualify as a PUD.

Mr. Smith stated his suggestion was, if the PUD is sought for Burton Katzman/Sterling Bank and the adjacent Magna property was part of the project, the ten (10) acre requirement would be met.

Mr. Chamberlain stated a revision wouldn't be needed.

Mr. Smith stated it could be developed as a PUD.

Mr. Reece stated that years ago the Planning Commission looked at the water, sewer, and road capabilities. He asked if anybody was looking these issues.

Mr. Smith stated staff is looking at all of the issues. A great deal of time is spent making sure all the requirements are met.

Mr. Reece stated the sewer capacity cannot be exceeded.

Mr. Smith stated that another approach would be to allow transfer of development capabilities under the current zoning ordinance.

Mr. Reece stated there has to be a limit.

Mr. Miller stated that Planning and Zoning fully look at those issues based on the Master Land Use Plan. These properties are not developed at their fullest potential.

Mr. Chamberlain asked what if they tear down Magna and rebuild. If a property builds at the higher density, others will look to do the same.

Mr. Smith stated again, it is an opportunity to try to use the existing property that is underdeveloped. A PUD or unified overlay district will use adjacent property for density calculations. Further, he stated that Management would like the Planning Commission to seriously consider both of these revisions and to take into account existing unique properties.

Mr. Chamberlain stated that on the Burton Katzman/Magna property, the best way to go is transfer the property rights.

Mr. Smith stated deed restrictions have been amended to permit additional development.

Mr. Chamberlain stated that he has a real problem with changing the ordinance or density just to fit a special situation. A PUD is to be applied to larger, unique properties.

Mr. Kramer stated that a PUD requires ten (10) acres and asked Mr. Smith what is the acreage if the development rights were transferred.

Mr. Smith answered eighteen (18) to nineteen (19) acres.

Mr. Kramer stated that if City Council is really serious, they could look at a small tweak in the PUD.

Mr. Miller stated that in Transferring Development Rights, the Planning Commission needs to be careful. A Transfer of Development Rights is usually used for a certain aspect of your community you want to preserve. What are we really preserving and where will density increase.

Mr. Miller asked the Planning Commission why the ten (10) acre requirement was adopted.

Mr. Chamberlain stated it was not a feature that we needed. To do a PUD on a piece of property, we wanted these large sites to do this. It is not a normal development tool.

Mr. Miller commented that it could be used as redevelopment tool.

Mr. Littman stated it could be used for urban renewal.

Mr. Miller commented on the improvements on Livernois and Wattles Roads. He stated that the answer regarding the Livernois and Wattles Road expansion without a full rework of the intersection, is that the Wattles Road improvements were only done as part of the drain improvements.

Mr. Chamberlain asked if there were going to be utility poles surrounded by sidewalks.

Mr. Miller stated he needs to research this issue.

Mr. Chamberlain stated that he had asked Mr. Miller to put together an analysis on the PUD for Troy Baptist Church and how it fit our Ordinance. He further stated that it was a very good document and that all should read it.

Mr. Chamberlain further stated that Troy Baptist does not seem to meet the requirements of the PUD. Why are we looking at a PUD, except for the office building component. If we continue down this road, we are still going to make a recommendation to council as to why it's a good or bad idea.

Mr. Miller stated that after the last staff meeting with Troy Baptist, the project is not moving quickly, to the point that the petitioner is not providing a Site Plan with dimensions. The basic Site Plan does not meet the basic Zoning Ordinance requirements. From staff's standpoint, we are not getting the necessary information.

Mr. Chamberlain stated we still have to center on a PUD because whatever we do is going to set a standard for future PUDs.

Mr. Keoleian asked what would be the advantage for Troy Baptist to do a PUD.

Mr. Miller stated a church is not a developer. The church bought a very expensive piece of property and development will help recoup some of the land acquisition costs.

Mr. Waller stated that he thinks that the legal department needs to look at the Federal Law and case law related to religious institutions.

Ms. Lancaster stated that we have to treat churches just like anyone else and she would provide the Planning Commission additional information.

Mr. Storrs stated the PUD analysis is alarming. Did we mislead Troy Baptist and the Robertson Brothers.

Mr. Chamberlain asked if we should notify them. He stated we need to be prepared for ourselves.

Mr. Miller stated that we should explain staff's position and get a full application from them before providing a full analysis. In staff's meeting with them, these points were discussed. Staff explained the City required a unified development. Further, it was asked why couldn't rezoning accomplish the development and build it. The office use is the problem. Staff's main concern at this point is getting a full application from them.

Mr. Chamberlain stated that the Planning Commission kind of gave them the thumbs up on a PUD. Are we wrong in pursuing the PUD with the church.

Mr. Storrs stated they don't meet very many of the requirements.

Mr. Chamberlain stated maybe we aren't interested in them coming in with a PUD.

Mr. Storrs stated that based on staff's analysis, maybe we should send them a letter stating we don't think the requirements are being met.

Ms. Lancaster stated that she doesn't think it should come from the Planning Commission. It should come from Mr. Miller and the Planning Department. Let staff tell them they might want to reconsider.

Mr. Storrs stated that if they sat down and worked through it, they would come to the same conclusion.

Mr. Miller stated staff could state our concern about them not meeting the ordinance requirements and inform them that they need to justify how they do meet the PUD requirements.

MSP Conference

Mr. Wright commented on his attending the big box design session at the conference. He stated that ordinance should include outside signs. He commented on storage ordinance and landscaping requirements. He stated that we should consider maximum parking rather that minimum parking requirements.

Mr. Wright also commented on the session of managing monster homes. A major problem in Birmingham is no setback requirements. Height also seems to be an issue. Further, he commented on the session of Wireless Technologies. He stated that everyone from Troy attended this session and stated that we should not expect a lot of new requests for towers in the future. He stated that towers are owned by tower companies.

Ms. Pennington commented on her sessions at the MSP conference. Referencing the walkable community session, she commented on all the different ways you can design sidewalks.

Ms. Pennington also stated she attended the session on Wireless Technologies. She further stated that during the session, when Brian Blessing of the Oakland County Road Commission, was the speaker, it was very interesting in how he showed the ways to alleviate traffic situations by connecting neighborhoods and PUDs.

Mr. Waller commented on his sessions at the MSP Conference. He attended the virtual reality session and stated it was very useful to be able to see how things were going to be developed. Further, he commented on the wireless technology session and how interesting he found it to be and how much the market has changed.

Mr. Kramer commented on the sessions he attended at the MSP Conference. He attended the big foot session and commented that they have a different formula in determining height. Birmingham ordinance also included a provision by percentages. Houses = 35%; garages = 15%. It looks like it drives some conventionality into a residential neighborhood. At another session, housing was brought up as an issue on Mackinac Island. That there were not enough people living on the island. A Minister on Mackinac Island decided some low and moderate income housing on the island is necessary to have more year round residents.

Mr. Kramer commented on a 3D study on virtual reality. The City of Birmingham got it for free. Two things that could help us in the future is that all new buildings were designed on CAD.

Mr. Smith stated that if anyone would ever like to see the full model City Graphix prepared for Troy, he would be happy to come in and show it.

Mr. Miller stated Troy Baptist is considering doing a CAD 3D model.

Mr. Waller stated that basic concept is just to use common sense. You don't have to be an expert.

4. DOWNTOWN DEVELOPMENT AUTHORITY REPORT

Mr. Smith noted the reappointment of Nick Muggin, the appointment of Dan McLishe, and consideration of Michelle Hodges, the Executive Director of the Chamber of Commerce.

5. FUTURE LAND USE PLAN

Future Land Use Plan Text

Mr. Chamberlain stated that:

Page 23 – delete proposed
Page 23 – delete Modified Plan Adopted

A formal public hearing should be set up for January.

Transportation Plan

Mr. Chamberlain stated there is a problem with the safety path going into people's backyards.

Mr. Miller stated that this is only a generalized idea.

Mr. Abraham stated it is only a concept.

Mr. Chamberlain stated we have a problem. How do we fix it. It is trespassing.

Natural Features Map

Mr. Chamberlain stated that the Natural Features Map is okay.

Mr. Miller asked if the name should remain Natural Features Plan or should it be changed to Natural Features Map.

Mr. Chamberlain stated it should be Map.

Mr. Reece stated that Natural Features include a lot of flood plains. We should modify to acknowledge flood plains. It is going to become a larger issue.

Mr. Bob Schultz, 883 Kirts, stated that flood plains should be included on the Natural Features Map because mortgages are being tough on this. Flood plains should be provided on this map.

Mr. Miller stated that FEMA Map is not a natural feature, it's a regulation by the Federal government.

Mr. Miller stated there is no interest in adding flood plains on this Natural Features Map. Maybe we should add a note referencing the flood plain information.

Mr. Reece stated that this map excludes the flood plains and we should include a note where they can go to find this information, such as cross-referencing.

Ms. Lancaster stated that cross-referencing would be a good alternative.

6. LAND USE AND ZONING STUDY – Crooks Road at Big Beaver Road

Mr. Miller presented a study area Zoning Map, Master Land Use Plan Map and aerial map. The aerial map included an analysis and comments regarding land use relationships and traffic circulation.

- AND -

7. LAND USE AND ZONING STUDY – Long Lake Road and Dequindre Road

Mr. Miller presented a study area Zoning Map, Master Land Use Plan Map, aerial map and Long Lake Road Construction Plans. The aerial map includes analysis and comments regarding land use relationships and traffic circulation. In addition, reconstruction of Long Lake Road is scheduled for 2002, and is depicted on the construction plan. The Road Commission of Oakland County (RCOC) is proposing improvements to Dequindre Road in 2002; however, the construction plans are not available. The Planning Department will verify the Dequindre improvements and provide the plans at a future Study Meeting

Mr. Miller presented a slide presentation. Mr. Miller's presentation showed some of the site plan and traffic access problems of the two study areas.

Mr. Reece asked about a curb-cut plan.

Mr. Waller stated that we should start thinking about changing our setbacks so the buildings can be closer to the road and locate parking behind the buildings and use cross-access easements.

Mr. Wright stated that the Shell Gas Station may need two drives on Big Beaver.

Mr. Abraham provided an Access Management slide/powerpoint presentation and provided traffic information and crash numbers.

Mr. Chamberlain asked if the times of the accidents are known.

Mr. Abraham stated: 5:00 to 6:00 P.M.; 6:00 to 7:00 A.M.; and 12:00 to 1:00 P.M.

Mr. Smith stated that he talked with the owners of Dennys to try to get shared access. The owners did not want to cooperate.

Mr. Chamberlain stated that we need to look close at the Shell station on the southwest corner and check out the impact on sidewalks. Walgreens has cross-access to the Shell station.

Mr. Storrs asked if we had our wish, how would we redevelop.

Mr. Chamberlain stated with less setback and parking in rear and use a local area plan for redevelopment. He asked Mr. Miller to prepare a synopsis of the Urban Land Institute (ULI) – 10 ways to improve commercial strips.

Mr. Abraham presented additional accident information.

Mr. Wright commented on intelligent traffic signals and asked if they are coordinated.

Mr. Abraham stated they do promote coordinated movements and are computerized systems.

Mr. Kramer asked what's the goal for the Planning Commission.

Mr. Chamberlain stated that at the January Study Meeting, Staff should present solutions to the problems of the two study areas.

Mr. Chamberlain asked Mr. Smith if the Downtown Development Authority (DDA) would still be willing to help out in this project with financial support.

Mr. Smith answered he believed the DDA would help out.

Mr. Chamberlain stated let's go for the long term as well as the short term.

8. SPECIAL USE APPROVAL STUDY

Mr. Miller stated that the Planning Commission is embarking on a review of all Special Uses contained within the Zoning Ordinance. Staff presented a list that is a manageable task for a single meeting. Therefore, a list of residential zoning districts and their Special Uses were provided.

Mr. Chamberlain stated this list is okay; however, we plan on doing this review in sections. The residential districts should protect the people who live there. He asked if anybody had any thoughts on these requirements. Further he stated, the goal is to try and remove some of the unnecessary Special Uses in the Zoning Ordinance.

Mr. Waller commented that 12.30.05 and 10.30.08 should be the same.

Mr. Chamberlain stated we need to try to make each residential district similar.

Mr. Chamberlain asked Mr. Miller to have the Planning Staff review the requirements and put them all in the same order.

Mr. Storrs asked if we really need this much difference in the different residential districts.

Mr. Wright stated they should all be referenced the same.

Mr. Chamberlain commented on 10.30.08 free-standing tower structures and antennas. He stated that we do not want any towers in residential districts. Further, he asked Mr. Miller to research the issue of towers in residential Zoning Districts.

Mr. Kramer asked if zoning can regulate public schools.

Mr. Chamberlain replied we don't want to do that.

Ms. Lancaster stated that most cities have ordinances that regulate public schools, but that there always seems to be some sort of dispute when City's do regulate school districts.

Mr. Chamberlain stated to Mr. Miller that this information is not necessary for the next study session, but more like within six months.

Mr. Miller commented on senior housing in the R-EC Elder Care District. He asked if senior housing should be a principal permitted use in the R-EC District.

Mr. Chamberlain requested that Mr. Miller research the R-EC District.

Mr. Waller stated he would like to make an amendment to the Cluster Homes on Long Lake and Rochester Roads which the Planning Commission approved on November 13, 2001, as follows:

SITE PLAN REVIEW (SP-866) – Proposed River Bend Condominiums, South side of Long Lake, West of Rochester, Section 15.

Moved by: Waller Seconded by: Littman

RESOLVED, that any changes made other than easements shall be brought back to the Planning Commission for approval.

Yeas: Waller
Chamberlain
Reece
Wright
Littman
Kramer
Pennington
Storrs

Nays: Starr

RESOLUTION APPROVED

Mr. Starr stated his no vote is the result of timing and place of the resolution.

FOR THE GOOD OF THE ORDER

Mr. Littman stated that the Tree Preservation has no enforcement provision.

Mr. Miller stated the intent is not to require preservation of trees. This sets standards if you want to preserve trees.

Mr. Reece stated he saw an Evangelist ad on TV for a Christmas Play at a Troy Church and to call for free tickets. Is this legal.

Ms. Lancaster stated if it is religious, it is very difficult to prohibit.

Mr. Chamberlain asked if there were any regulations in the City of Troy regarding temporary tents used as a permanent structure. He requested Staff to check into this issue.

9. PUBLIC COMMENT
No public comment.

10. MEETING ADJOURED 10:35 P.M.

Respectfully submitted,

Mark F. Miller AICP/PCP
Planning Director

ADVISORY COMMITTEE FOR PERSONS WITH DISABILITIES – FINAL – DECEMBER 5, 2001

The Chairman, Leonard Bertin, called the meeting to order at 7:00 pm Wednesday, November 7, 2001.

Present:	L. Bertin, member	K. Gauri, member
	A. Done, member	D. Kuschinsky, member
	T. House, member	J. Rodgers, member
	M. Grusnick, staff	M. McGinnis, staff
Absent:	C. Buchanan, member	N. Johnson, member
	M. A. Butler, alt member	J. Ong, student rep
	S. Lu, student rep	

ITEM B – APPROVAL OF MINUTES OF MEETING OF NOVEMBER 7, 2001

Bertin stated the fee for an individual membership for the new Community Center is $180.00 a year, not $90.00 as reflected in the minutes. This change noted and motioned by Kuschinsky to approve corrected minutes. Supported by Rodgers. All voted in favor.

ITEM C – VISITORS, DELEGATIONS AND GENERAL PUBLIC

Carol Anderson, Parks and Recreation Director
Pauline Manetta, Troy Resident

ITEM D – NEW BUSINESS

Carol Anderson was at the meeting to explain the purpose of establishing a definition of a disability. The purpose is to help City personnel in registering persons with disabilities for the reduced fee when the Community Center opens at the beginning of 2002.

Bertin stated that the best definition comes directly from Title 2 of the Americans with Disabilities Act of 1990, Pub. L. 101-336, which is also referred to as the “ADA”.

The term “disability” means, with respect to an individual –

(A) A physical or mental impairment that substantially limits one or more of the major life activities of such individual;

(B) A record of such an impairment; or

(C) Being regarded as having such impairment.

If an individual meets any one of these three tests, he or she is considered to be an individual with a disability for purposes of coverage under the Americans with Disabilities Act.

Anderson also asked for input from the Committee on documation of a disability, other than what would be obvious to City Personnel.

The Committee discussed the following criteria:

1) A Medicare Card
2) A Doctors note
3) A receipt from a Doctors office verifying a diagnosis
4) A patient medical record

Carol Anderson will also contact the Secretary of State to see what criteria they use when issuing a disabled parking sticker.

Done also suggested that large, dark print be used on the application to help the visually impaired when filling out the application.

ITEM E – REGULAR BUSINESS

At the next meeting on January 2, 2002 the Advisory Committee for Persons with Disabilities will meet with Troy City Council to discuss some of the concerns this Committee has expressed in the past. Grusnick will reserve a larger meeting room for this meeting.

The remainder of the Committees discussion at the December 2001 meeting was to prepare guidelines for discussion at the January 2002 meeting. Bertin will prepare a list of the items and it will be an attachment to the Minutes.

ITEM F – OLD BUSINESS

ITEM G – INFORMATIONAL ITEMS

ITEM H - ADJOURN

Motion was made to adjourn by Kuschinsky and seconded by Done. Meeting was adjourned at 9:00 p.m.

MG:mm

Vice Chairman, William Nelson, called the Building Code Board of Appeals meeting of Wednesday, January 2, 2002 to order at 8:45 A.M.

Present:	William Nelson	Mark Stimac
	Rick Kessler	Ginny Norvell
	William Need	Pam Pasternak
	Frank Zuazo	

Absent: Ted Dziurman

ITEM #1 – APPROVAL OF MINUTES OF MEETING OF DECEMBER 5, 2001

Motion by Need
Supported by Kessler

MOVED, to approve the Building Code Board of Appeals minutes of December 5, 2001 as written.

Yeas: 3 – Nelson, Kessler, Need
Absent: 2 – Zuazo, Dziurman

ITEM #2 – VARIANCE REQUESTED. ROBERT BONGIORNO OF B-B SIGNS, INC., 1401 PIEDMONT, for relief of Chapter 78 to install a tenant wall identification sign, 40 square feet in size.

Petitioner is requesting relief of Chapter 78 to install a tenant wall identification sign, 40 square feet in size. Section 9.02.05, B of the Sign Ordinance permits a tenant identification wall sign not to exceed 20 square feet in size.

Mr. Robert Bongiorno of B-B Signs, Inc. was present and stated that even though two different people own this property, it is treated as one building, due to a common wall. Mr. Bongiorno explained that his client wished to add a 40 square feet sign, which would basically combine the total amount of square footage allowed for two individual tenants. Each tenant is allowed a 20 square foot identification sign. Mr. Bongiorno stated that the reason his client needed a larger sign was for identification as there is quite a bit of confusion when potential clients are attempting to locate this business.

Vice Chairman Nelson opened the Public Hearing. No one wished to be heard and the Public Hearing was closed.

There are no written approvals or objections on file.

Mr. Need asked for clarification of the Ordinance regarding signage and Mr. Stimac explained that this property is zoned Light Industrial and a 100 square foot sign is allowed, as well as a tenant identification sign for each tenant, which could be 20 square feet.

ITEM #2 – con't.
Mr. Dale VanWulfen, of Welker Bearing Company, 1401 Piedmont, was present and stated that this property is maintained as two separate buildings, and he would like his request considered as though this building stood alone.

Motion by Need
Supported by Kessler

MOVED, to grant B-B Signs, Inc., representing 1401 Piedmont, relief of Chapter 78 to install a tenant wall identification sign, 40 square feet in size.

- This variance is not contrary to public interest.
- This variance would not have an adverse effect to surrounding property.

Yeas: 3 – Need, Kessler, Nelson
Absent: 2 – Dziurman, Zuazo

MOTION TO GRANT REQUEST CARRIED

ITEM #3 – VARIANCE REQUESTED. MARC DYKES, HOME PROPERTIES, 2860 CHARTER, for relief of Chapter 78 and Chapter 83 of the Troy City Code.

Mr. Stimac explained that the petitioner is requesting relief of Chapter 78 to replace an existing ground sign with a new sign that is 65 square feet in size. The existing sign is part of a brick structure that will be removed and is approximately 115 square feet in size. The application submitted also indicates two new ground signs, each 12 square feet in size, to be placed on proposed masonry/wrought iron walls on each side of the main entrance on East Big Beaver. Section 9.02.02 of Chapter 78 of the City Code Sign Ordinance, permits one sign not to exceed 100 square feet in size and an additional sign not to exceed 36 square feet in size. The proposal, including the existing 5 signs that will remain in place at the west and east entrances on East Big Beaver and the entrance at Rochester Road, would result in 8 signs totaling 149 square feet. The number of signs exceeds the number permitted by the ordinance.

The petitioner is also requesting relief of Chapter 83, the Fence Ordinance, to remove the existing gatehouses and masonry walls in the front yard and replace these with two new masonry/wrought iron walls, one of which is 55' in length and the other which is 54' in length; each wall will be 7' in height and include end pillars, 10'-8" high. The existing gatehouses are each approximately 223 square feet in size and the attached masonry fences are each 39 feet in length. The height of the existing walls is 4.5 feet and the end pillars are 7.5 feet high. Section 2 A limits the height of a wall in the front yard to 30 inches.

Mr. Marc Dykes of Home Properties was present and stated that first of all, they had decided to eliminate their request for the addition of the two new ground signs, due to the fact that after investigation, it was determined that these signs would not be needed.

ITEM #3 – con't.
Mr. Dykes went on to say that they wished to keep the signs they have and improve on them. Mr. Dykes said that they wished to modernize the look of the area and make it more attractive to potential clients. Mr. Dykes also said that one of the main signs is currently parallel to East Big Beaver and they are planning on relocating it so that it would be perpendicular.

Mr. Dykes further stated that regarding the gatehouses; they wished to modernize the entrance to keep up with the improvements made along Big Beaver. Mr. Dykes said that they would remove the two gatehouses and add the walls.

Vice Chairman Nelson asked what the total number of signs would be and Mr. Dykes stated that the number of signs would be six (6) and the square footage for the sign at the main entrance would be reduced from 115 square feet to 65 square feet.

Vice Chairman Nelson opened the Public Hearing. No one wished to be heard and the Public Hearing was closed.

There are no written approvals or objections on file.

Motion by Need
Supported by Kessler

MOVED, to grant Marc Dykes, Home Properties, Inc., 2860 Charter**,** relief of Chapter 78 of the Troy City Code to replace an existing ground sign with a new sign that is 65 square feet in size.

- The new sign will decrease the square footage of this sign from 115 square feet to 65 square feet.
- The variance will not have an adverse effect on surrounding property.

Yeas: 3 – Kessler, Need, Nelson
Absent: 2 – Dziurman, Zuazo

MOTION TO GRANT REQUEST FOR RELIEF OF CHAPTER 78 CARRIED

Mr. Zuazo arrived at 9:02 A.M.

Mr. Need asked for clarification regarding the request to remove the gatehouses and replace them with masonry screening walls. Mr. Stimac stated that the present gatehouses basically resemble bus shelters. Mr. Stimac also explained that a straight masonry wall would replace the gatehouses, which would be a combination of brick and wrought iron. Mr. Stimac also stated the height of the walls of the existing gatehouses is approximately 10', and the proposed end columns would be 10' – 8". Mr. Need also asked where the proposed walls would be in regards to the right-of-way. Mr. Stimac stated that they would be behind the right-of-way line.

ITEM #3 – con't.
Vice Chairman Nelson asked if the walls would be attached to the buildings, and Mr. Dykes stated that they would like them to be 1 to 2 feet away from the buildings. Mr. Need then asked what was planned for the area between the right of way line and the fence, and Mr. Dykes stated that they plan to add extra landscaping. Mr. Need also asked why Mr. Dykes wished to make the wall this high, and Mr. Dykes replied that they would like the walls to remain visible to traffic from Big Beaver.

Motion by Kessler
Supported by Need

Moved, to grant Marc Dykes, Home Properties, Inc., 2860 Charter relief of Chapter 83 to remove existing gatehouses and masonry walls in the front yard and replace these with two masonry/wrought iron walls, one of which is 55' in length and the other which is 54' in length; each wall will be 7' in height and include end pillars, 10'-8" high.

- Variance is not contrary to public interest.
- Variance will not have an adverse effect on surrounding property.

Yeas: 4 – Zuazo, Kessler, Nelson, Need
Absent: 1 – Dziurman

MOTION TO APPROVE REQUEST FOR RELIEF OF CHAPTER 83 CARRIED

ITEM #4 – VARIANCE REQUESTED. MARK KARIM, OF WOODGLEN PARK LLC, 38695 DEQUINDRE, for relief of Chapter 78 to install a ground sign.

Mr. Stimac explained that the petitioner is requesting relief of Chapter 78 to install a ground sign, 135 square feet in size that would advertise the Woodglen Park Subdivision under development on the adjacent parcel to the west. The proposed site for the sign is not located within the subdivision under development and is, therefore, considered an off-site sign.

Section 9.02.01, C permits a development sign only within the subdivision being developed. Since this property is outside the subdivision, the proposal does not comply with placement requirements.

Mr. Mark Karim was present and stated that this is a new subdivision and due to the fact that it is behind existing homes, visibility is very poor for potential customers. Mr. Karim went on to say that this subdivision only has fourteen (14) lots, and therefore this sign would only be a temporary one. Mr. Karim also stated that they had received written permission from the homeowner to place the sign on their property.

Vice Chairman Nelson opened the Public Hearing. No one wished to be heard and the Public Hearing was closed.

ITEM #4 – con't.
There are no written responses to the public hearing notices on file.

Motion by Need
Supported by Kessler

MOVED, to grant Mark Karim, of Woodglen Park, LLC, 38695 Dequindre, for relief of Chapter 78 to install a ground sign to advertise the Woodglen Park Subdivision under development on the adjacent parcel to the west.

- Sign will be removed within eighteen (18) months.
- Variance is not contrary to public interest.

Yeas: 4 – Nelson, Need, Kessler, Zuazo
Absent: 1 – Dziurman

MOTION TO GRANT VARIANCE FOR EIGHTEEN (18) MONTHS CARRIED

The Building Code Board of Appeals adjourned at 9:15 A.M.

MS/pp

A meeting of the Troy Election Commission was held Thursday, January 3, 2002, at City Hall, 500 W. Big Beaver Road. City Clerk Bartholomew called the Meeting to order at 6:00 P.M.

Roll Call:	PRESENT:	David Anderson, Timothy Dewan, City Clerk Tonni Bartholomew
	ABSENT:	None
	ALSO PRESENT:	Deputy City Clerk Barbara Holmes

Minutes: Regular Meeting of November 20, 2001

Resolution # EC-2002-01-01
Motion by Dewan, seconded by Anderson, CARRIED UNANIMOUSLY: To approve the Minutes of November 20, 2001, as submitted.

Approval of Precincts and Polling Locations:

City Clerk Bartholomew presented the proposed precinct boundaries and polling locations to the Commission. Ms. Bartholomew reviewed the proposal and noted that it would be placed before City Council as a preliminary item at their next meeting on January 7, 2002 and again on January 14, 2002 for final action.

Resolution # EC-2002-01-02
Motion by Anderson, seconded by Dewan, CARRIED UNANIMOUSLY: To recommend the proposed precinct boundaries and polling locations to City Council as submitted by the City Clerk.

Adjournment: The meeting was adjourned at 6:40 PM.

Tonni L. Bartholomew, Chair
City Clerk

The Regular Meeting of the Troy City Planning Commission was called to order by Chairman Chamberlain at 7:30 P.M. on Tuesday, January 8, 2002, in the Council Chambers of the Troy City Hall.

1. ROLL CALL

Present:	**Absent**
Waller	Littman
Kramer	
Pennington	
Storrs	
Starr	
Reece	
Wright	
Chamberlain	

Also Present:

Mark Miller, Planning Director
Susan Lancaster, Assistant City Attorney
Jordan Keoleian, Student Representative

RESOLUTION

Moved by Wright Seconded by Waller

RESOLVED, that Lawrence Littman be excused from attendance at this meeting.

Yeas:	Abstain	Absent
All Present (8)		Littman

MOTION APPROVED

2. MINUTES

RESOLUTION

Moved by Wright Seconded by Storrs

RESOLVED, that the November 27, 2001 Regular Meeting Minutes be tabled to the next Planning Commission Meeting on January 22, 2002.

Yeas:	Abstain	Absent
All Present (8)		Littman

MOTION APPROVED

RESOLUTION

Moved by Storrs Seconded by Pennington

RESOLVED to approve the December 11, 2001 Planning Commission Regular Meeting Minutes as modified.

Yeas:	Abstain	Absent
Reece	Wright	Littman
Kramer	Chamberlain	
Waller		
Pennington		
Storrs		
Starr		

MOTION APPROVED

3. PUBLIC COMMENTS
There were no public comments

SITE PLAN

4. SITE PLAN REVIEW (SP-871) – Fountain Park Condominium, East side of Rochester and North of Wattles, Section 15, R-1T

Mr. Miller stated that John Janviriya and Incas Construction submitted a Site Plan for the proposed Fountain Park Condominium. The subject property is part of lots 2, 3 and 4 of Supervisor's Plat No. 22 Subdivision, 2.74 acres, within the R-1T

Zoning District. City Council rezoned this property to it's current district in December of 2001.

Mr. Miller further stated that the proposed attached condominium will include three (3) buildings with a total of 14 units, including attached two (2) car garages. Access to the garages for building 3, units A, were improved by increasing the drive area; however, a 100 degree turn is necessary to enter these garages and there is concern that the largest vehicles will have difficulties entering the garages. A single cul-de-sac type private road with access to Rochester Road is proposed. This private road configuration is somewhat unusual; however, City Staff's concerns for maneuverability were satisfied by the petitioner. In addition, Staff explored the feasibility of providing an inter-connection with Maya's Meadows Condominium south of the subject property, to reduce the number of curb cuts on Rochester Road. There was not a logical location for the inter-connection. Two private stormwater detention basins are included in the northeast and southeast corners of the proposed development. The Natural Features Map does not indicate natural features on the subject property. All Zoning Ordinance requirements have been met with the exception of a Planning Commission discretionary decision.

Mr. Miller further stated that Section 12.60.03 of the Zoning Ordinance requires a 50 feet wide berm along Rochester Road; however, the Planning Commission can modify this requirement through the use of retaining walls. The petitioner has utilized a retaining wall to provide driveway access to buildings 1 and 2.

Mr. Miller concluded that the Planning Department recommends approval of the Subject Preliminary Site Plan.

Mr. Starr commented on the unusual design and stated he was concerned about a guest turning into the site condo and how many vehicles could stack in there.

Mr. Miller stated there is approximately 15-20 feet of length and depending on the cars, maybe three (3) or four (4) cars could stack in the drive. The Planning Department did check out the private road and noted that it is somewhat unusual. There are only 14 units, it will not generate a lot of traffic. If someone does have a party, there may be a problem with parking; however, it does meet all ordinance requirements.

Mr. Kramer stated it looks like there is some attempt for a deceleration lane. What is that.

Mr. Miller replied it is not clear on the plan.

Mr. Kramer asked if one was required, that he is not aware of what the ordinance requires.

Mr. Miller stated that a deceleration lane is based on traffic generation, not the Zoning Ordinance.

Mr. Reece stated his concern about the curb cuts and asked if there was anything in the files pertaining to curb cuts or interconnection.

Mr. Miller stated that the Planning Department looked into these issue and have not found anything in the files.

Mr. Storrs asked if the detention basins are fenced.

Mr. Abdelnor, petitioner's architect, stated the fencing depends on the slope of the basin. If it does not slope too much, we won't have to fence.

Mr. Chamberlain stated that the detail of the detention basin is drawn as a 1 and 4 slope, that requires fencing, that he does not like.

Mr. Wright stated that this development does not have an area to plow snow.

Mr. Abdelnor stated there are some green areas available to put the snow. This issue was discussed with the Fire Department and Planning Department.

Mr. Wright stated that some of the private snow plow contractors come in and just push it out into the main thoroughfares (Rochester Road).

Mr. Abdelnor commented that this will be a very nice project and the developers have tried to solve a lot of problems. The placement of the garage doors makes the project more appealing and there is some very nice architectural details including some limestone detail. The owner will do his very best to make it a very nice project.

Mr. Chamberlain stated that the Planning Commission does want a deceleration lane on Rochester Road and no fencing around the detention ponds.

Mr. Waller commented on the retaining wall along Rochester Road and it is better than a berm.

Mr. Kramer stated there is a 35 foot setback for this type of zoning, how large a deck or patio could you put on the back of the unit before you would encroach. You could be in the setback area right away.

Mr. Miller stated that the units are at the setback area.

Mr. Chamberlain stated that the real problem is density and there doesn't seem to be any solutions. We will be creating cases for the BZA.

Mr. Kramer commented that a deck wouldn't be a hardship because it comes with the land.

Mr. Reece stated that he thinks it is an excellent plan; however, he does have concern over the number of curb cuts. He stated we should find an alternative to the curb cut.

Mr. Waller stated that he felt that Mr. Miller did a good job addressing this plan as he did. This is one of the first attached condominiums and we have to address interconnection in the future.

Mr. Chamberlain stated that we need to get into access issues, if nothing else, pedestrian access. Interconnection is an issue for all future projects. We have to figure out how to improve R-1T developments; however, we cannot hold this petitioner hostage because he meets all requirements.

RESOLUTION

Moved by Waller Seconded by Kramer

RESOLVED, that Preliminary Site Plan Approval request for the Fountain Park Condominium, located on the east of side of Rochester and north of Wattles, being 2.74 acres, within the R1-T Zoning District, is hereby granted, subject to the following conditions being met:

1. Provision of the deceleration lane on Rochester Road.
2. Retaining wall in lieu of a 50 ft. wide berm.
3. Unfenced detention pond is a desired Engineering goal.
4. Any changes to the approve Preliminary Site Plan must come back to the Planning Commission for approval.

Yeas:	Nays:	Absent:
Wright	Reece	Littman
Chamberlain	Starr	
Waller	Storrs	
Kramer		
Pennington		

MOTION APPROVED

Mr. Miller commented that detention ponds with a slope of 6 and 1 or less do not require fencing and slopes greater than 4 on 1 are not permitted. He further commented the deceleration lane is required when traffic generation standards are achieved.

Mr. Starr stated he was concerned about three issues; detention basins, snow plowing, and he doesn't think the Planning Commission is ready to deal with these developments.

Mr. Reece stated that there is a health, safety, and welfare issue and reducing the density could be helpful. In addition, interconnection, cross-access and joint access should be addressed. Finally, we should be looking at other ways this land could be developed in the future.

Mr. Storrs stated he was opposed to the fenced detention pond and there are a lot of potential problems with no solutions, i.e., parking, snow removal, etc.

RESOLUTION

Moved by Waller Seconded by Kramer

RESOLVED, that the Planning Commission hereby recommends to the City Council that the private street system proposed to serve the Residential Condominium on the east of side of Rochester and north of Wattles, being 2.74 acres, within the R1-T Zoning District be approved in accordance with the site plan as presented and approved on this date, in accordance with Section 11.50.04 of the Zoning Ordinance, subject to the provision of sidewalk and utility easements as determined to be necessary by the City Staff, is hereby granted, subject to the following conditions being met:

1. Provision of the deceleration lane on Rochester Road.
2. Retaining wall in lieu of a 50 ft. wide berm.
3. Unfenced detention pond is a desired Engineering goal.
4. Any changes to the approve Preliminary Site Plan must come back to the Planning Commission for approval.

Yeas:	Nays:	Absent:
Wright	Reece	Littman
Chamberlain	Starr	
Waller	Storrs	
Kramer		
Pennington		

MOTION APPROVED

Mr. Starr stated he was concerned about the detention basins and that he does not feel that the Planning Commission is quite ready to approve R-1T developments.

Mr. Reece stated that a health, safety, and welfare issue might be resolved by reducing the density. Interconnection should be addressed and we should be looking at other ways this land could be developed in the future.

Mr. Storrs stated he was against the fenced detention pond. There are a lot of potential problems with no solution, i.e., parking, snow removal, etc.

5. SITE PLAN REVIEW (SP-870) – Troy Professional Building, Office Building, West side of Dequindre and South of Wattles, Section 24, O-1

Mr. Miller stated that Harry and Sunnie Kwon submitted a Site Plan for the Troy Professional Building. The subject property is lots 23 and 24 of Eyster's Dequindre Farms Subdivision within the O-1 Zoning District. Both lots were rezoned to O-1 in 2001 by City Council. The proposed building is 5,100 square feet in size with a single driveway access to Dequindre Road. Cross-access easement is provided to the property to the north. A privately owned stormwater detention basin is provided, with a 4 to 1 slope; therefore, fencing is required. A six feet wall is provided on the south property line; however, the petitioner has noted intention to seek variance from the wall requirement at the Board of Zoning Appeals. There are no natural features indicated on the subject property.

Mr. Miller concluded that all Zoning Ordinance requirements are met by the office development proposal. The Planning Department recommends approval of the Preliminary Site Plan.

Mr. Waller asked if they were to physically add a structure on the property, would that cause the detention pond to be altered.

Mr. Miller commented regarding the size requirements of a detention basin. The petitioner indicated they cannot modify the basin to a 6 to 1.

Tom Sobel of Spalding Dedecker, Engineer for the Petitioner, commented on the project being a one-story masonry office building. It is one of three possible future phases and stormwater detention is based on the current proposal. Initially, the detention pond was on the east side of the property off Dequindre; however, Engineering asked us to relocate to the west side. Further, he stated that there is a stormwater connection to Birchwood Site Condominiums.

Mr. Keoleian asked if there were sidewalks.

Mr. Sobel answered yes, that there are existing 8 foot sidewalks.

Mr. Storrs stated there is a shallow swale that runs around the building. What would it really take to incorporate the detention into some kind of creative design.

Mr. Sobel stated that their appropriate stormwater outlet is not Dequindre.

Mr. Waller asked if there were any discussions regarding a deceleration lane.

Mr. Sobel stated they had discussed this issue with the road commission. They stated it probably would not be appropriate to put one in because it would be torn up when the road commission constructs the new road within the next two years.

Mr. Waller asked if the existing road is shown on the plan.

Mr. Sobel replied yes.

Mr. Chamberlain stated that the deceleration lane probably will not happen.

Mr. Kramer asked if roof top elevations are proposed.

Mr. Sobel replied there are no roof units.

Mr. Chamberlain stated there will be no detention pond allowed on Dequindre.

RESOLUTION

Moved by Starr Seconded by Storrs

RESOLVED, that Preliminary Site Plan Approval request for a 5,100 square foot building known as the Troy Professional Building, Office Building, lots 23 and 24 of Eyster's Dequindre Farms Subdivision, located on the west side of Dequindre and south of Wattles, in Section 24, within the O-1 Zoning District, is hereby granted, subject to the following conditions:

1. Stormwater detention basin will be constructed with a 1 on 6 slope with no fencing.

2. Any changes to this site plan will require Planning Commission approval.

Mr. Waller requested that Ms. Lancaster comment on the development standards pertaining to the 1 on 4 slope. The Petitioner claims that 1 on 4 is within the legal requirements.

Ms. Lancaster stated that the Planning Commission is within their authority to exercise due caution and to amend the requirements when it comes to health, safety, and welfare issues.

Mr. Waller asked if the Planning Commission had the same authority pertaining to the wall.

Ms. Lancaster answered no, the Board of Zoning Appeals have the authority to waive this requirement.

Yeas:	Nays:	Absent:
All Present (8)		Littman

MOTION APPROVED

6. SITE PLAN REVIEW (SP-735) – Heller Machine Tool Industrial Building Expansion, West of Crooks, North side of Equity Dr., Section 32, M-1

Mr. Miller stated that Campbell/Manix Associates is the petitioner for the Heller Machine Tools Industrial Building expansion. The subject property is 10.047 acres and located within the M-1 Zoning District. There is an existing single driveway access to Equity Drive. The existing building received Site Plan Approval in 1994 and 1999, with City Council granting a parking variance of 65 spaces in 1999 (minutes enclosed). In addition, the Board of Zoning Appeals granted a variance to February 2002 for a temporary tent structure (minutes enclosed). There are no natural features located on the subject property.

Mr. Miller further stated that Section 39.70.09 of the Zoning Ordinance requires the dumpster to be screened on three sides. The Planning Commission may waive the screening if it is determined the location is obscured from any abutting streets and no other significant negative effects will result from the waiver.

Mr. Miller concluded stating that all Zoning Ordinance requirements, with the exception of the dumpster screening, are met by the proposed industrial building expansion. The Planning Department recommends approval of the Preliminary Site Plan with due consideration of the dumpster screening.

Mr. Waller asked if the dumpster is clearly unscreened.

Mr. Miller stated screening of the dumpsters is required and there is none proposed on the site plan.

Mr. Robert Jordan of Campbell/Manix, Petitioner, stated that the dumpster is currently screened in by wood. However, they would change the wood fences to screening if necessary.

Mr. Storrs asked if the dumpsters could be relocated further away from the Wal Mart store.

Mr. Jordan stated he was sure that they could find another location for the dumpsters if necessary.

RESOLUTION

Moved by Starr Seconded by Waller

RESOLVED, that Preliminary Site Plan Approval request for the Heller Machine Tool Industrial Building Expansion, west of Crooks and on the north side of Equity Drive, Section 32, being 10.047 acres in size within the of M-1 Zoning District, is hereby granted, subject to the following conditions:

1. That dumpster screening be provided per Zoning Ordinance requirements.

Yeas:	Nays:	Absent:
All Present (8)		Littman

MOTION APPROVED

7. PUBLIC HEARING – FUTURE LAND USE PLAN & TRANSPORTATION PLAN

Mr. Miller stated, in accordance with the Municipal Planning Act (Public Act 285, 1931 as amended) the Planning Commission is required to conduct one public hearing prior to the adoption of the Future Land Use Plan and Transportation Plan. The notification process included a public hearing notice in the Troy-Somerset Gazette and registered mail notice to the City's public utility and railroad companies. The adoption of the Plans shall be by resolution of the Planning Commission carried by the affirmative votes of not less than six (6) members of the Planning Commission. The resolution shall refer expressly to the maps and text intended by the Planning Commission to form the whole or part of the Plan. An attested copy of the Plan shall then be certified to City Council and to the Register of Deeds. Mr. Miller then summarized the Future Land Use Plan and its components.

Mr. Chamberlain stated that the Natural Features Map should be cross-referencing flood plain information and strike revisions on the Transportation Plan, and to leave the Natural Features Map dates blank.

Mr. Storrs commented on the fact that the Transportation Plan was never made available to SEMCOG and that we might recommend after we adopt the Master Plan, that we send it to them.

Mr. Waller commented on the Transportation Plan related to the 10 ft. safety and walkway path, and asked if anyone has corresponded or communicated with those who own property in the proposed location.

Mr. Miller stated there has been no staff communication.

Public hearing opened.

Mary Bogush of 5916 Patterson, Troy asked why the fire pots or preservation areas referenced were to be removed.

Mr. Chamberlain stated they were not necessarily located correctly. Natural Features Map will achieve the same goal as the fire pots or preservation areas.

Mr. Storrs stated if you look at it another way, the fire pots were the totality of the natural features designation, while the Natural Features Map is very specific.

Public hearing closed.

Mr. Chamberlain stated that we should delete all revision dates on the Maps and Plans.

He further stated the following:

1. Revise Date on Transportation Plan.
2. Flood Plan notation provided.
3. Delete draft date on all maps.

RESOLUTION

Moved by Pennington Seconded by Reece

RESOLVED, the Future Land Use Plan of the City of Troy consists of goals, objectives, policies and graphic representations which serve as a guide for the development of the City.

BE IT FURTHER RESOLVED, that the Future land Use Plan includes a text document and three graphic maps that include the Future Land Use Plan, Transportation Plan and Natural Features Map.

BE IT FURTHER RESOLVED, by it's nature, the Future Land Use Plan must be flexible so that it can be sensitive and responsive to the social, economic and physical development trends and realities of the City as well as the total region of which Troy is a part.

BE IT FURTHER RESOLVED, that the Future Land Use Plan be adopted in accordance with the Municipal Planning Act, Public Act 285, 1931, as amended.

Yeas:	Nays:	Absent:
All Present (8)		Littman

MOTION APPROVED

8. ELECTION OF PLANNING COMMISSION OFFICERS

RESOLUTION

Moved by: Waller Seconded by: Reece

RESOLVED, that Gary Chamberlain and Lawrence Littman be nominated to serve as Chairman and Vice Chairman of the Planning Commission, respectively, for 2002, and that Cynthia Pennington and Dave Waller be recommended to the City Council as the Commission's Board of Zoning Appeals representative and alternate, respectively, for 2002, and

BE IT FURTHER RESOLVED, that nominations be closed and that these officers be elected and representatives recommended, as indicated.

Yeas:	Nays:	Absent:
All Present (8)		Littman

MOTION APPROVED

FOR THE GOOD OF THE ORDER

Mr. Chamberlain discussed cross-access for attached condos. He stated that we need to deal with it sooner than later. We also need to review the Ordinance on Special Use approval, and therefore, I would propose tonight that we have more than one Special Study meeting a month. It took us 1½ years to do this (Future Land Use Plan). He would like to see two special study meetings a month.

Mr. Starr stated that is a 50% increase in study meetings.

Mr. Wright stated he might have a problem with doing it the first Tuesday of the month and will have a problem with spring break week.

Mr. Chamberlain stated that in the last two or three years, we have had full commission present and we've got to move quickly on a number of issues.

Mr. Reece commented on a Master Curb-Cut Plan. He stated other communities do it! He stated that even if you came in for a sign permit, you had to do a new curb cut. It was a health, safety, and welfare issue.

Mr. Chamberlain commented on the article *The Folly of "Smart Growth"* that Mr. Miller e-mailed to all stating that it was a good article and that all should read in its entirety.

Mr. Waller stated that if we do three meetings a month, we should eliminate the summer months, June, July, and August.

Mr. Reece commented on the Standard Federal on Dequindre and the drive-thru window stacking up with vehicles almost to Dequindre.

Mr. Storrs asked who is responsible for the Development Standards.

Mr. Miller replied City Council, although Engineering Department is responsible for the development and implementation.

<u>Establishment of Meeting Schedule</u> – 2002

RESOLUTION

Moved by Pennington Seconded by Storrs

RESOLVED, that the Troy City Planning Commission hereby establishes the following schedule for their meetings during the calendar year 2002:

1. Regular Meetings will be held on the second Tuesday of each month.

2. Special/Study Meetings will be held on the fourth Tuesday of each month, as necessary, with the exception of December 24th.

3. Additional Special/Study Meetings will be held on the first Tuesday of the month, as necessary.

Yeas:	Nays:	Absent:
All Present (8)		Littman

MOTION APPROVED

MEETING ADJOURNED 9:15 P.M.

Respectfully submitted,

Mark F. Miller
Planning Director

PARKS AND RECREATION ADVISORY BOARD

Minutes of January 10, 2002

Present: Jeff Stewart, member
Gary Hauff, member
Larry Jose, member
Stuart Alderman, staff
Carol Anderson, staff
Orestes Kaltsounis, member
Kathleen Fejes, member
Lucy Lu, student representative
Jeff Biegler, staff

Absent: Robert O'Brien, John Goetz, Tom Krent, Doug Bordas

Chairman Jeff Stewart called the meeting to order at 7:33 p.m.

A motion by Orestes Kaltsounis, supported by Kathleen Fejes, that the minutes from November 8, 2001 be approved as submitted.

Ayes: All Nays: None
MOTION CARRIED

New Business

A. Park Board Ordinance – It was previously discussed that the Park Board Ordinance be changed to nine members. City Council has decided to keep the Ordinance as it is currently written. Another representative may be appointed in the future.
Meeting Absences – According to City Code, if a person that is named to a board or commission misses 25% or 5 consecutive meetings, unless those absences are excused by the board, they can be removed.
B. Street Tree Replacement Policy – Annual tree planting takes place in the fall. Approximately 500 trees are planted per year. Previously, the policy was to replace a dead tree only if requested by the homeowner. Staff is requesting that the policy be changed to replace all dead trees unless the homeowner requests not to have it replaced.

A motion by Larry Jose, supported by Kathleen Fejes, that the Tree Replacement Policy be recommended for approval by City Council.

Ayes: All Nays: None
MOTION CARRIED

OLD BUSINESS

A. Community Center Update – More than 70 Community Center passes were sold the first day. Our goal is to sell 5,000 to 6,000. It is scheduled to open in March.

B. Section 1 Golf Course – The developer has done some surveying and engineering work and is still working on bonding. The bonding is more difficult to obtain for this project because the golf course will be developed on a land fill.

C. Park Name Submissions – Two additional requests were made for Park names. A recommendation for the name of new Parks will be made when we have acquired all the land for Parks.

D. Skatepark Update – City Council will include the skatepark in the Civic Center site plan but have not committed to a location.

E. Nature Center Update – Construction continues and the target date for opening is the end of January or early February.

Staff Reports

A. Directors Report – Section 36 property on Milverton is currently being surveyed to identify the property lines.

Jeff Stewart will be attending the MRPA Conference that will be held in Traverse City from February 9 through the 13th.

B. Recreation Report – The positions of Aquatics Coordinator and Gym Fitness Coordinator has been closed. We will begin interviewing for these positions soon.

The Spring bulletin is being prepared for mailing in February.

The ski program is running.

A letter to the middle and high school principals has been sent to request a list of names for a Teen Advisory Board. We want input from teens as to what they want in the parks, programs and in the teen room of the Community Center.

C. Parks Report – Tree pruning is done in sections 2 through 17. Before spring they will have pruned more than 3,000 trees.

The holiday decoration banners are down and the “Welcome To Troy” banners are up on Big Beaver Road.

City Council awarded Firestation #1 the best decorated firehouse.

A motion by Kathleen Fejes, supported by Larry Jose, that absent members be excused.

Ayes: All Nays: None
MOTION CARRIED

The meeting was adjourned at 8:57 p.m.

Respectfully submitted,

_____
Mary Peltier

The meeting was called to order at 7:32 p.m. by Chairman Max Ehlert in the Lower Level Conference Room.

PRESENT: Max Ehlert
W. Stan Godlewski
James Moseley
James Peard
Thomas Sawyer
Jennifer Gilbert, Student Representative
Sergeant George Zielinski
Lynn McDaniel, Clerk-Typist

ABSENT: John Walker
David Balagna

Moved by Sawyer, seconded by Peard, to EXCUSE the absent member(s). APPROVED unanimously

Moved by Godlewski, seconded by Peard, to APPROVE the minutes of the December 10, 2001 meeting as printed.
APPROVED unanimously

AGENDA ITEMS:

1. **7-ELEVEN, INC. (A TEXAS CORPORATION)** requests a new Specially Designated Distributor (SDD) license, to be located at 2891 Crooks, Troy, Michigan 48084, Oakland County, to be held in conjunction with existing 2001 Specially Designated Merchant license. [MLCC REF#137558]

Present to answer questions from the committee was Mr. Nisar Siddiqui, Franchise Owner and Mr. Harvey Blitz, Franchise Director and Assistant Secretary for 7-Eleven, Inc.

Mr. Blitz presented the committee with digital pictures of 2 – three foot sections of shelving that will hold liquor behind the counter. Mr. Siddiqui plans to sell only a small number of different brands of liquor. Liquor sales are projected at only 4-5% of sales. The shelves will also hold cigarettes and health and beauty aids.

A hand drawn schematic was presented to the committee. The schematic did not show access to liquor counter or layout of the store. Committee members were not comfortable with the hand drawn schematic and felt it was not ready to be presented to City Council. Mr. Blitz and Mr. Siddiqui were asked to present a detailed schematic layout of the store and liquor counter at the next meeting.

Moved by Moseley, seconded by Sawyer, to TABLE item to the February 11, 2002 meeting.
APPROVED unanimously

2. **2875 W. MAPLE,** L.L.C. requests to transfer ownership of 1997 Class C licensed business with Dance Permit, Official Permit (Food), and Sunday Sales Permit,

located in escrow at 2865 W. Maple, Troy, MI 48084, Oakland County, from **LAURI MANAGEMENT, INC**. (Step I) [MLCC Ref#13894], and then

FULL SERVICE DINING, INC. (AN INDIANA CORPORATION), Midtown Square Shopping Center, Troy, MI 48084, Oakland County, requests to transfer ownership of 1997 Class C licensed business (in escrow) with Dance Permit and Official Permit (Food), from **2875 MAPLE, LLC**; and transfer location from 2875 W. Maple, Troy, MI 48084, Oakland County (Step II) [MLCC Ref#140164]

Present to answer questions from the committee was Mr. Bob Rosett, license holder (in escrow) for Grub Street Hermit and Mr. John Carlin, attorney for Full Service Dining, Inc.

Mr. John Carlin has requested transfer of escrowed license from Grub Street Hermit that has been torn down and transfer to Full Service Dining, Inc. that will build a Papa Vino's Restaurant at Midtown Square Shopping Center. This will be a full service dining establishment with 225 seats and expects to generate $1.8 million dollars in sales. Alcohol is projected to only be about 14-15% of sales. Full Service Dining, Inc. has 15 other restaurants in Michigan. The restaurant is expecting to be operational by the Fall of 2002. Management will be brought in from other restaurants owned by Full Service Dining, Inc. and employees will be fully trained in the TIPS Program when restaurant opens. The manager and employees have not been hired yet for this location.

Mr. Carlin was asked if the other restaurants in Michigan had any liquor violations.
To Mr. Carlin's recollection, he did not believe they have had any violations for 3-4 years.

Mr. Ehlert noted that there was no one from the company present at the meeting to answer questions. Committee members requested that someone with a financial interest, regional manager or someone familiar with the day-to-day operations be present to answer questions at the next meeting.

Moved by Moseley, seconded by Godlewski, to APPROVE **STEP ONE** the above request.
APPROVED unanimously.

Moved by Moseley, seconded by Sawyer, to TABLE **STEP TWO** item to February 11, 2002 meeting.
APPROVED unanimously.

Committee members discussed reviewed criteria that will be included in initial packet that will be sent out to liquor license applicants. The revised criteria will be "bolded" to show that it will be the responsibility of the applicant to show the Liquor Advisory Committee why they should approve their license.

Mr. Moseley presented a Liquor License Transfer Policy for the members to review and discuss. Members would like the Legal Dept. to review policy.

Sgt. Zielinski passed out a Summary of MLCC Violations for 2001. City Council will hold a special Council meeting on February 25 & February 27, 2002 to address these violations.

Moved by Sawyer, seconded by Moseley, to ADJOURN the meeting at 8:26 p.m.
APPROVED unanimously

LM/lm

Meeting called to order at 7:38 P.M. on Tuesday, January 15, 2002.

PRESENT:	Marjorie A. Biglin, Co-Chair Kevin Danielson, Chair Paul Lin Jacques O. Nixon
STAFF:	John M. Skeens, Education Coordinator/Museum
ABSENT (EXCUSED):	David Eisenbacher Dorothy Scott
GUESTS:	Jill Gleba

ITEM #1 APPROVAL OF MINUTES OF MEETING OF NOVEMBER 20, 2001

MOVED BY NIXON, SECONDED BY BIGLIN, TO APPROVE THE MINUTES OF THE MEETING OF NOVEMBER 20, 2001 AS WRITTEN.
Yes: 4-Yes. Biglin, Danielson, Lin, Nixon

ITEM #2 NEW BUSINESS

A. Sign replacement on Historic Designated Site # 10-101-002. Property owner Jill Gleba submitted drawings to replace an existing sign at 46 E. Square Lake Rd. New sign meets City of Troy Zoning requirements and was issued a permit from the Building Department. Sign Permit No: PSG2001-0497. Historic District Commission is satisfied that the new sign will enhance the historic character of the structure and the Historic District.

   MOVED BY NIXON, SECONDED BY BIGLIN, TO APPROVE THE SIGN REPLACEMNT ON HISTORIC DESIGNATED SITE #10-101-002.
   Yes: 4-Yes. Biglin, Danielson, Lin, Nixon

B. Develop a flyer/booklet comprised of photos, text and maps that promote the current Historic Districts, State and National historic designated sites and other historic points of interest in the City of Troy.

C. The Commission would like to sponsor a Commemorative bench at the Veterans Memorial in front of City Hall to honor those veterans from Troy and Troy Township that fought in the Revolutionary War, Civil War and Spanish American War. The bench with names engraved will cost $1,000.00.

   MOVED BY NIXON, SECONDED BY DANIELSON, TO APPROVE THE SPONSORSHIP OF A COMMERATIVE BENCH AT THE VETERANS MEMORIAL IN FRONT OF CITY HALL AT A COST OF $1,000.00.
   Yes: 4-Yes. Biglin, Danielson, Lin, Nixon

ITEM #3 OLD BUSINESS

A. 770 West Square Lake Road: Construction still in process. Tabled

B. Church & Parsonage: Project still in progress. No update at this time. Tabled

C. Flyer Program: Flyer to Historic Home Owners submitted for final approval. Flyer to be submitted to Assistant City Manager Gary Shripka, and forwarded to City Council for approval.

MOVED BY DANIELSON, SECONDED BY NIXON, TO APPROVE THE TEXT, PHOTOS AND LAYOUT OF THE FLYER *"TO PRESERVE OUR HERITAGE: HISTORIC DESIGNATION IN TROY MICHIGAN".*
Yes: 4-Yes. Biglin, Danielson, Lin, Nixon

MOVED BY DANIELSON, SECONDED BY NIXON, TO APPROVE THE PRINTING OF 4,000 COPIES OF THE FLYER, NOT TO EXCEDE $500.00 IN COST.
Yes: 4-Yes. Biglin, Danielson, Lin, Nixon

D. **Yamasaki Designation:** The Commission would like to designate the site as historic. Information is being gathered and the goal is to proceed with a State Historic Marker honoring Minoru Yamasaki and his contribution to architecture.

ITEM #4 OTHER

None.

The Historic District Commission meeting adjourned at 8:39 P.M.

The next regular meeting is scheduled on Tuesday, February 19, 2001 at 7:30 PM at the Troy City Hall in Conference Room C.

Sincerely

John M Skeens
Education Coordinator/Museum

TROY DAZE MINUTES
JANUARY 22, 2002

Called to order at 7:34PM by Bob Berk

Present:	Bill Hall	Cheryl Whitton-Kaszubski
	Jim Cyrulewski	Tonya Perry
	Jeff Biegler	Sue Bishop
	Cele Dilley	Bob Matlick
	Cindy Stewart	Dave Swanson
	Bob Berk	Xin Li
Chairpersons & Guests:	Jeff Winiarski	JoAnn Preston
	Tom Kaszubski	Robert Preston
	Dave Lambert	Tarcisio Massaini
	Leonard Bertin	Tom Connery
	Gordon Meldrum	Mike Gonda
	Laura Broski	Liz Woloszyk
	Jen Tabor	

Jim introduced and welcomed Xin Li, the new Student Liaison to the Advisory Committee. Jim then had everyone introduce themselves and their position with Troy Daze.
Motion by Sue, second by Jim, and carried, to excuse Kessie Kaltsounis and Dick Tharp.

Secretary Report – No minutes for November 2001 meeting, lacked a quorum.

New Business – ELECTION OF ADVISORY COMMITTEE OFFICERS - Motion by Jim, second by Sue, and carried, to elect Bob Berk as Chairman, Kessie Kaltsounis as Vice-Chairman, and Cheryl Whitton-Kaszubski as Treasurer.
APPOINTMENT OF MAGIC OF FALL/TROY DAZE FESTIVAL ACTIVITY CHAIRPERSONS – Motion by Jim, second by Cheryl, and carried, to appoint all returning Chairpersons and Laura Broski and Jen Tabor as Chairpersons for the 5/10K Run. Ethni-City Entertainment to be appointed at a later date.

AWARDING of TROY DAZE JACKETS – Any of the Chairpersons/Appointees after three (3) consecutive years of working on Troy Daze is eligible to receive a jacket. Normally, the jackets are awarded at the festival. Since 2001 festival was canceled, the eligible recipients; Jeff Biegler, Larry Selaty, Linda Hannon, Marie Hoag, and JoAnn Preston will receive their jackets at meetings as they attend. Will need to order at least six (6) jackets for the 2002 festival, let Jim or Bob know if you believe someone is eligible for 2002.

Old Business – None.

Adjourned at 7:51PM.

Next Troy Daze Advisory Committee meeting February 26, 2002, at 7:30PM, followed by Festival Committee meeting.

Advisory Committee for Senior Citizens
Minutes of February 7, 2002

Present: David Ogg, Member
Jo Rhoads, Member
Merrill Dixon, Member
Lawrence Jose, Member
Carla Vaughan, Staff
Steven Banch, Member
Ed Forst, Member
Bill Weisgerber, Member
Marie Hoag, Member

Excused: Jane Crowe

Absent: None

Visitors: Jo-Anne Stein, Aletha Lenderman

Approval of Minutes: Motion by David Ogg, supported by Ed Forst that the minutes of January 3, 2002 be approved as submitted. Ayes: All Nays: None MOTION CARRIED.

Old Business:

Lunch Program: Jo Rhoads reported on the meetings of the sub-committee. Their report is attached, and they would like to see their suggestions implemented. The committee will continue to meet and will report again next month. Merrill Dixon would like to be invited to these meetings and he also suggested that Carla and Jean be included. David Ogg reported that Emerald Kitchens cooks for eight cities, and they ask for a greater donation in some cities. They are meeting the requirement to stay under 3% spoilage. Emerald Kitchens decides on the menu, which must then be approved by the Area Agency on Aging. Karen Jackson at the AAA develops and monitors these standards. Merrill Dixon asked who is in charge of the lunchroom. Carla reported that Jean Moseley is in charge, but Parks and Recreation does step in when there are problems.

Community Center Update and Number of Passes Sold: Carla reported that the dedication is tentatively scheduled for March 25 and that Advisory Committee members would be invited. Details on the open house are still unavailable due to the uncertainty of the move date. Carla will provide more details at the March meeting. Carla reported that the goal for passes sold for the first year is 4000 head of household and 3000 additional family members. There have been 474 passes sold to date, approximately 28% at a discounted rate.

Mailing to All Troy Seniors: Carla reported that she can get a list of all registered voters age 60 and older, and that this list does contain about 96% of the seniors in Troy.

Other:

Member Comments: David Ogg commented that the city bus was purchased with grant money and the only cost to the city is operating expenses. He also reported that the casinos reimburse groups for bus costs and Troy should be taking advantage of that. Carla will investigate and report back next month.

Parks and Recreation Report: No report.

Troy Medi-Go *Plus* Report: No report.

Nutrition Report: There were **1238** meals served on **18** days at the Troy Community Center in **December**. The average donation was **$1.71**. **1271** homebound meals were delivered.

The meeting was adjourned at 12:05 p.m.

Respectfully submitted,

Carla Vaughan
Secretary

The meeting was called to order at 7:28 p.m. by John Walker in Conference Room C.

PRESENT:		ABSENT:
	W. Stan Godlewski	Dave Balagna
	James Moseley	Max Ehlert
	James Peard	Jennifer Gilbert
	Thomas Sawyer	
	John Walker	
	Sergeant George Zielinski	
	Lori Bluhm, City Attorney	
	Lynn McDaniel, Clerk-Typist	

Moved by Sawyer, seconded by Godlewski, to EXCUSE the absent member(s).
APPROVED unanimously

Moved by Moseley, seconded by Sawyer, to APPROVE the minutes of the January 14, 2002 meeting as printed.
APPROVED unanimously

AGENDA ITEMS:

1. **7-ELEVEN, INC. (A TEXAS CORPORATION)** requests a new Specially Designated Distributor (SDD) license, to be located at 2891 Crooks, Troy, Michigan, 48084, Oakland County, to be held in conjunction with existing 2001 Specially Designated Merchant license. [MLCC REF#137558]

Present to answer questions from the committee was Mr. Nisar Siddiqui, Franchise Owner and Mr. Harvey Blitz, Franchise Director and Assistant Secretary for 7-Eleven, Inc.

Mr. Blitz and Mr. Siddiqui presented to the committee a package that contained a building blueprint and proposed floor plan of the location of the liquor counter. Also included were digital pictures taken of the liquor sales counter at the 7-11 located at Maple Road & Crooks that will be incorporated at their location. The committee viewed a “Come of Age” training video that 7-11 shows every new employee in their training classes. Three issues are discussed in the video: The Laws, Recognizing Behaviors, and Refusing a Sale. Mr. Blitz stated that 7-11 believes in being good corporate citizens and upholding the liquor laws in the City of Troy.

The committee thanked Mr. Blitz and Mr. Siddiqui for their outstanding documentation and presentation to the committee.

Moved by Moseley, seconded by Sawyer, to APPROVE the above request.
APPROVED unanimously

2. **FULL SERVICE DINING, INC. (AN INDIANA CORPORATION),** Midtown Square Shopping Center, Troy, Michigan, 48084, Oakland County, requests to transfer ownership of a 1997 Class C licensed business (in escrow) with Dance Permit and

Official Permit (Food), from **2875 MAPLE**, LLC; and **requests a new SDM**, and transfer location from 2875 W. Maple, Troy, Michigan, 48084, Oakland County (Step II), [MLCC Ref#140164]

Old license from Grub Street Hermit –Bob Rosett. New Licensee-Papa Vino's.

Present to answer questions from the committee were Mr. John Carlin, attorney for Full Service Dining, Inc., Mr. Ovig Rajan, General Manager, Mr. Gary Birch, General Manager and Mr. Mike Longley, Development Manager for Papa Vino's.

Mr. Carlin stated that the Management staff hired for this location will have a Drug Alcohol Policy and will be taking the TIPS training before the restaurant opens. All employees will take the TIPS training before they will serve alcohol to patrons. The company has had only 3 violations at all their locations. There will be a seasoned general manager hired to manage this new location, brought in from another Papa Vino's. Mr. Rajan has 23 years experience in the restaurant business. He stated the general manager will be a hands-on manager from the time the restaurant opens. Mr. Birch stated that the restaurant will be open from 11AM-10PM weekdays and 11AM-11PM weekends. He stated that Papa Vino's is a competitive family Italian restaurant and stressed that there will be no TV's located in the bar to encourage patrons to stay and drink. The restaurant will comply with the Troy Liquor Advisory rules. Only 15% of sales is from liquor with 9% of those in wine sales. They do not plan on any outdoor dining.

Moved by Moseley, seconded by Peard, to APPROVE the above request.
APPROVED unanimously

Ms. Lori Bluhm, City Attorney, reviewed and discussed the Liquor License Transfer Policy with members. She will continue to review the verbiage and get back with committee members. The committee asked Ms. Bluhm if they should schedule a study session with City Council. Ms. Bluhm agreed that it would be an excellent way to help the council know the direction of the Liquor Advisory Committee.

Mr. John Walker has resigned from the Liquor Advisory Committee. Mr James Moseley and fellow committee members graciously expressed appreciation and heartfelt thanks to Mr. Walker for his many years of volunteer service to the City of Troy Liquor Advisory Committee.

Moved by Peard, seconded by Godlewski, to ADJOURN the meeting at 8:35 p.m.
APPROVED unanimously

LM/lm

A meeting of the Troy Election Commission was held Wednesday, February 13, 2002, at City Hall, 500 W. Big Beaver Road. City Clerk Bartholomew called the Meeting to order at 6:16 P.M.

Roll Call:

PRESENT:	David Anderson, City Clerk Tonni Bartholomew
ABSENT:	Timothy Dewan
ALSO PRESENT:	Deputy City Clerk Barbara Holmes

Minutes: Regular Meeting of November 20, 2001

Resolution # EC-2002-02-03
Motion by Dewan, seconded by Anderson, CARRIED UNANIMOUSLY: To approve the Minutes of January 3, 2002, as submitted.

Approval of Ballot Language:

City Clerk Bartholomew presented the proposed ballot language to the Commission. Ms. Bartholomew reviewed the proposal and noted that it has been sent to the State and that the Clerk's Office is waiting on their approval. Should the State require amendments to the Charter language, this item would come back before the Commission.

Resolution # EC-2002-01-04
Motion by Anderson, seconded by Bartholomew, CARRIED UNANIMOUSLY: To approve the ballot language for the April 1, 2002 City General Election, as submitted by the City Clerk.

Approval of Election Inspectors:

City Clerk Bartholomew presented the proposed slate of Election Inspectors for the April 1, 2002 City General Election to the Commission. Ms. Bartholomew reviewed the proposal and noted that there may be minor changes due to worker requests and inability to work.

Resolution # EC-2002-01-05
Motion by Anderson, seconded by Bartholomew, CARRIED UNANIMOUSLY: To approve the slate of Election Inspectors for the April 1, 2002 City General Election, as submitted by the City Clerk.

Adjournment:

The meeting was adjourned at 6:20 PM.

Tonni L. Bartholomew, Chair
City Clerk

DATE: February 1, 2002

TO: John Szerlag, City Manager
FROM: Mark Stimac, Director of Building & Zoning
SUBJECT: Permits issued during the Month of January 2002

	NO.	VALUATION	PERMIT FEE
INDUSTRIAL			
New	1	$294,000.00	$1,967.00
Fnd./Shell New	1	$630,000.00	$5,137.00
Completion (New)	1	$210,000.00	$1,290.00
Add/Alter	9	$222,500.00	$2,370.50
Sub Total	**12**	**$1,356,500.00**	**$10,764.50**
COMMERCIAL			
Tenant Completion	2	$590,000.00	$6,081.50
Add/Alter	6	$1,090,385.00	$6,996.00
Kiosk	1	$16,000.00	$249.50
Sub Total	**9**	**$1,696,385.00**	**$13,327.00**
RESIDENTIAL			
New	3	$459,499.00	$4,833.05
Add/Alter	19	$638,596.00	$5,531.60
Garage/Acc. Structure	5	$41,144.00	$930.00
Pool/Spa/Hot Tub	3	$14,500.00	$420.00
Repair	1	$5,000.00	$135.00
Fire Repair	1	$74,000.00	$530.00
Wreck	3	$0.00	$390.00
Sub Total	**35**	**$1,232,739.00**	**$12,769.65**
TOWN HOUSE/CONDO			
New	29	$3,315,000.00	$31,771.75
Temporary Sales Trailer	1	$5,000.00	$135.00
Sub Total	**30**	**$3,320,000.00**	**$31,906.75**
MULTIPLE			
Add/Alter	12	$27,600.00	$660.00
Sub Total	**12**	**$27,600.00**	**$660.00**
INSTITUTIONAL/HOSPITAL			
Add/Alter	1	$350,000.00	$2,099.00
Sub Total	**1**	**$350,000.00**	**$2,099.00**
MUNICIPAL			
New	1	$13,930,000.00	$0.00

Sub Total		**1**	**$13,930,000.00**	**$0.00**

RELIGIOUS			
Add/Alter	1	$400.00	$26.00
Sub Total	**1**	**$400.00**	**$26.00**
MISCELLANEOUS			
Satellite/Antennas	1	$32,000.00	$359.00
Signs	23	$0.00	$2,650.00
Sub Total	**24**	**$32,000.00**	**$3,009.00**
TOTAL	**125**	**$21,945,624.00**	**$74,561.90**

PERMITS ISSUED DURING THE MONTH OF JANUARY 2002

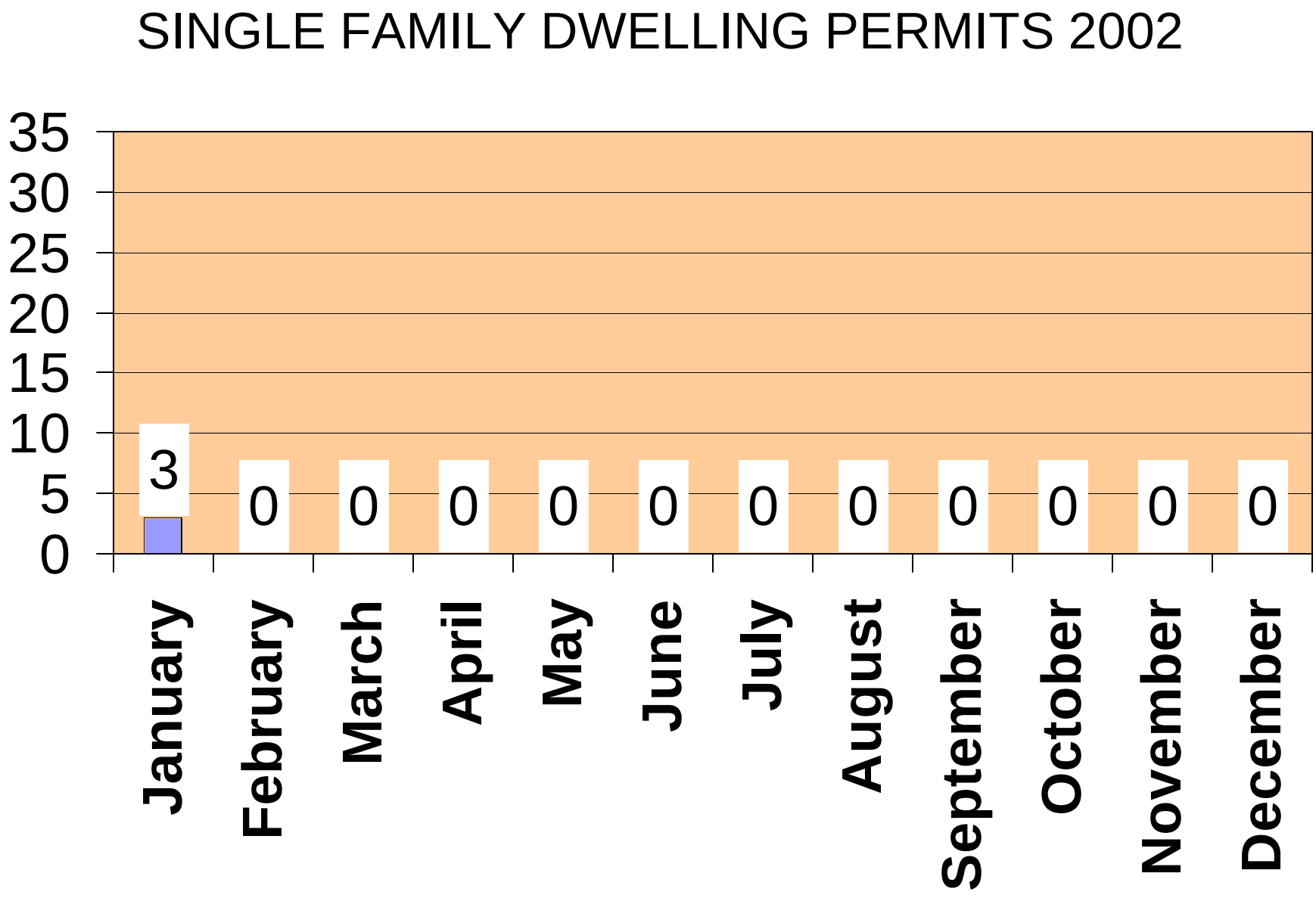
	NO.	PERMIT FEE
Mul. Dwel. Insp.	39	$390.00
Cert. of Occupancy	47	$5,479.50
Plan Review	75	$5,921.40
Microfilm	24	$507.00
Building Permits	125	$74,561.90
Electrical Permits	117	$8,135.00
Heating Permits	117	$5,835.00
Air Condt. Permits	168	$5,415.00
Refrigeration Permits	3	$95.00
Plumbing Permits	75	$4,724.00
Storm Sewer Permits	6	$265.00
Sanitary Sewer Permits	2	$132.00
Sewer Taps	36	$10,254.00
TOTAL	**834**	**$121,714.80**

LICENSES & REGISTRATIONS ISSUED DURING THE MONTH OF JANUARY 2002

	NO.	LICENSE FEE
Mech. Contr.-Reg.	32	$160.00
Elec. Contr.-Reg.	3	$25.00
Master Plmb.-Reg.	8	$8.00
Ref. Jour.-Lic.	2	$20.00
Sewer Inst.-Reg.	2	$100.00
Sign Inst. - Reg.	2	$20.00
Bldg. Contr.-Reg.	8	$80.00
F.Alarm Contr.-Reg.	1	$15.00
TOTAL	**58**	**$428.00**

BUILDING PERMITS ISSUED

	BUILDING PERMITS 2001	PERMIT VALUATION 2001	BUILDING PERMITS 2002	PERMIT VALUATION 2002
JANUARY	119	$9,498,180	125	$21,945,624
FEBRUARY	100	$49,679,118	0	$0
MARCH	136	$6,942,449	0	$0
APRIL	204	$19,831,458	0	$0
MAY	207	$26,481,050	0	$0
JUNE	196	$20,081,116	0	$0
JULY	236	$11,804,808	0	$0
AUGUST	211	$10,626,177	0	$0
SEPTEMBER	186	$11,077,729	0	$0
OCTOBER	194	$13,410,222	0	$0
NOVEMBER	129	$6,658,087	0	$0
DECEMBER	102	$5,197,916	0	$0
TOTAL	**2020**	**$191,288,310**	**125**	**$21,945,624**


SINGLE FAMILY DWELLING PERMITS 2002
35
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October
November
December

BRIEF BREAKDOWN OF NON-RESIDENTIAL BUILDING PERMITS ISSUED DURING THE MONTH OF JANUARY 2002

Type of Construction	Builder or Company	Address of Job	Valuation
Commercial, Add/Alter	DON WEBB	250 STEPHENSON 3RD FL	180,000.00
Commercial, Add/Alter	BARTELUCE, DANIEL J.	2801 W BIG BEAVER E-156	700,000.00
Total Commercial, Add/Alter			880,000.00
Commercial, Tenant Completion	STEINER ASSOCIATES	1937 W MAPLE	240,000.00
Commercial, Tenant Completion	VENTURE CONTRACTING & DEV	1357 COOLIDGE	350,000.00
Total Commercial, Tenant Completion			590,000.00
Industrial, Completion New	KEVIN C. MONAHAN	1828 MAPLELAWN	210,000.00
Total Industrial, Completion New			210,000.00
Industrial, Fnd./Shell New	ALLEN & ASSOC ARCH INC	636 EXECUTIVE	630,000.00
Total Industrial, Fnd./Shell New			630,000.00
Industrial, New Building	M & B CONSTRUCTION	2676 INDUSTRIAL ROW	294,000.00
Total Industrial, New Building			294,000.00
Inst./Hosp., Add/Alter	KAROTECH CONSTRUCTION INC.	44201 DEQUINDRE UPS RM	350,000.00
Total Inst./Hosp., Add/Alter			350,000.00
Municipal, New Construction	DON VERCRUYSSE	3179 LIVERNOIS	13,930,000.00
Total Municipal, New Construction			13,930,000.00

Records 10

Total Valuation: 16,884,000.00

City of Troy

Monthly Financial Report

January 31, 2002

For the Period Ending January 31, 2002

CITY OF TROY GENERAL FUND

Description	Last Year Actual	2001-02 Budget	Current Month	Year To Date	%
GENERAL FUND REVENUES					
TAXES	27,295,287	29,375,690	2,857-	29,235,022	99.52
BUSINESS LICENSES & PERMITS	41,256	47,200	7,993	29,169	61.80
NON-BUS. LICENSES & PERMITS	2,006,950	1,546,000	96,901	760,071	49.16
FEDERAL GRANTS	111,937	59,300	2,992	25,949	43.76
STATE AGENCIES	8,366,634	8,047,000	1,502,426	4,558,465	56.65
CONTRIBUTIONS-LOCAL	118,646	95,800	1,950	26,291	27.44
CHARGES FOR SERVICES - FEES	1,146,110	857,700	143,648	355,161	41.41
CHARGES FOR SERVICES - REND.	1,963,118	1,410,000	182,836	570,218	40.44
CHARGES FOR SERVICES - SALES	308,104	139,000	3,849	61,973	44.58
CHARGES FOR SERVICES - REC	1,332,938	1,375,000	151,358	748,111	54.41
FINES & FORFEITS	1,061,310	815,000	105,165	757,664	92.96
INTEREST AND RENTS	1,623,268	1,935,700	62,079	648,392	33.50
OTHER REVENUE	399,843	319,450	19,571	333,089	104.27
OTHER FINANCING SOURCES	7,306,505	9,069,130	0	6,782,925	74.79
TOTAL GENERAL FUND REVENUE	53,081,906	55,091,970	2,277,911	44,892,500	81.49
EXPENDITURES					
LEGISLATIVE	1,518,969	1,761,780	96,370	857,657	48.68
FINANCE	3,685,811	4,358,420	254,562	2,104,783	48.29
OTHER GEN GOVERNMENT	1,894,360	2,069,570	121,872	976,566	47.19
POLICE	18,416,034	19,765,930	1,408,022	11,263,821	56.99
FIRE	2,871,401	3,391,100	205,715	1,884,715	55.58
BUILDING INSPECTION	1,500,807	1,798,400	96,378	906,013	50.38
STREETS	4,356,799	5,117,940	402,208	2,421,183	47.31
ENGINEERING	2,461,572	2,776,130	147,855	1,419,711	51.14
RECREATION	5,347,912	6,905,540	399,722	3,277,494	47.46
LIBRARY	3,499,982	4,227,870	224,383	1,916,400	45.33
TRANSFERS OUT	1,810,000	2,919,290	0	1,454,000	49.81
TOTAL GEN FUND EXPENDITURES	47,363,647	55,091,970	3,357,087	28,482,343	51.70

CITY OF TROY
Monthly Financial Report
Refuse Fund
For the Period Ending January 31, 2002

REFUSE FUND

Description	Last Year Actual	2001-02 Budget	Current Month	Year To Date	%
REVENUES					
TAXES	3,707,365	3,672,000	0	3,679,011	100.19
CHARGES FOR SERVICES - REND.	624	0	0	312	.00
CHARGES FOR SERVICES - SALES	807	500	51	384	76.80
INTEREST AND RENTS	190,686	116,500	9,386	59,520	51.09
OTHER FINANCING SOURCES	0	0	0	0	.00
TOTAL REVENUE	3,899,482	3,789,000	9,437	3,739,227	98.69
EXPENDITURES					
CONTRACTORS SERVICE	3,305,048	3,581,670	291,294	1,895,587	52.92
OTHER REFUSE EXPENSE	46,977	49,680	1,046	36,333	73.13
RECYCLING	125,364	157,650	7,469	67,679	42.93
TOTAL EXPENDITURES	3,477,389	3,789,000	299,809	1,999,599	52.77

CITY OF TROY
Monthly Financial Report
Capital Fund
For the Period Ending January 31, 2002

CAPITAL FUND

Description	Last Year Actual	2001-02 Budget	Current Month	Year To Date	%
REVENUES					
TAXES	6,512,306	7,300,000	0	7,313,696	100.19
FEDERAL GRANTS	33,168	0	30,964	30,964	.00
STATE AGENCIES	233,579	4,132,900	68,017	1,475,554	35.70
CHARGES FOR SERVICES - REND.	396,770	152,000	102,723	110,495	72.69
INTEREST AND RENTS	1,068,537	632,600	58,608	389,881	61.63
OTHER REVENUE	625,335	1,000	500	36,533	3653.30
OTHER FINANCING SOURCES	17,028,881	38,396,613	0	23,923,009	62.30
TOTAL REVENUE	25,898,576	50,615,113	260,812	33,280,132	65.75
EXPENDITURES					
FINANCE	66,908	217,070	41,357	105,365	48.54
OTHER GEN GOVERNMENT	58,902	555,484	21	7,267	1.31
POLICE	410,668	838,232	34,404	148,061	17.66
FIRE	266,948	1,145,710	6,075	469,632	40.99
BUILDING INSPECTION	4,491	20,000	0	900	4.50
STREETS	12,164,310	37,841,985	620,525-	10,240,420	27.06
ENGINEERING	156,350	114,422	28,161	49,912	43.62
RECREATION	1,431,412	5,322,050	190,762	1,701,330	31.97
LIBRARY	337,276	694,550	10,620-	148,752	21.42
MUSEUM	11,441	862,183	38,577	138,761	16.09
PLANNING	0	37,000	0	0	.00
STORM DRAINS & RET PONDS	30,811	1,119,731	1,833	225,590	20.15
INFORMATION TECHNOLOGY	223,400	1,846,696	34,443	129,277	7.00
TOTAL EXPENDITURES	15,162,917	50,615,113	255,512-	13,365,267	26.41

For the Period Ending January 31, 2002

SYLVAN GLEN GOLF COURSE FUND

Description	Last Year Actual	2001-02 Budget	Current Month	Year To Date	%
REVENUES					
CHARGES FOR SERVICES - SALES	44,096	45,000	0	22,246	49.44
CHARGES FOR SERVICES - REC	1,124,143	1,220,000	491	642,215	52.64
INTEREST AND RENTS	106,702	100,000	1,981	47,095	47.10
OTHER REVENUE	15	500	0	244-	48.80
OTHER FINANCING SOURCES	873,820	199,440	0	178,440	89.47
TOTAL REVENUE	2,148,776	1,564,940	2,472	889,752	56.86
EXPENDITURES					
SYLVAN GLEN GREENS	852,359	884,890	73,956	530,991	60.01
SYLVAN GLEN PRO SHOP	278,417	389,050	15,593	173,699	44.65
SYLVAN GLEN CAPITAL	960,669	291,000	0	354,950	121.98
TOTAL EXPENDITURES	2,091,445	1,564,940	89,549	1,059,640	67.71

For the Period Ending January 31, 2002

AQUATIC CENTER FUND

Description	Last Year Actual	2001-02 Budget	Current Month	Year To Date	%
REVENUES					
CHARGES FOR SERVICES - REC	346,722	355,000	0	89,665	25.26
INTEREST AND RENTS	28,559	23,600	12,793	22,002	93.23
OTHER REVENUE	362	0	0	23	.00
TOTAL REVENUE	375,643	378,600	12,793	111,690	29.50
EXPENDITURES					
AQUATIC CENTER	542,878	555,130	16,213	310,627	55.96
CAPITAL	65,994	70,000	0	26,562	37.95
TOTAL EXPENDITURES	608,872	625,130	16,213	337,189	53.94

For the Period Ending January 31, 2002

SEWER FUND

Description	Last Year Actual	2001-02 Budget	Current Month	Year To Date	%
REVENUES					
CHARGES FOR SERVICES - FEES	363,730	325,000	10,254	82,317	25.33
CHARGES FOR SERVICES - REND	6,008,443	7,128,020	462,482	3,612,786	50.68
INTEREST AND RENTS	1,137,391	935,000	57,303	286,543	30.65
OTHER REVENUE	89,093	10,000	0	0	.00
TOTAL REVENUE	7,598,657	8,398,020	530,039	3,981,646	47.41
EXPENDITURES					
ADMINISTRATION	5,993,650	6,863,680	710,314	3,910,595	56.98
MAINTENANCE	1,236,906	1,534,340	42,487	650,384	42.39
CAPITAL	178,461	5,549,020	945,026	953,911	17.19
TOTAL EXPENDITURES	7,409,017	13,947,040	1,697,827	5,514,890	39.54

For the Period Ending January 31, 2002

WATER FUND

Description	Last Year Actual	2001-02 Budget	Current Month	Year To Date	%
REVENUES					
CHARGES FOR SERVICES - FEES	1,401,951	596,000	71,031	459,624	77.12
CHARGES FOR SERVICES - SALES	7,096,164	7,810,400	512,287	4,201,167	53.79
INTEREST AND RENTS	1,496,943	1,140,000	49,242	314,469	27.59
OTHER REVENUE	66,165	0	0	0	.00
TOTAL REVENUE	10,061,223	9,546,400	632,560	4,975,260	52.12
EXPENDITURES					
ADMINISTRATION	6,446,527	7,356,600	494,567	3,666,082	49.83
TRANS AND DISTRIBUTION	150,437	142,770	44,404	79,448	55.65
CUSTOMER INSTALLATION	19,231	97,030	0	170	.18
CONTRACTORS SERVICE	163,823	179,040	8,624	99,309	55.47
MAIN TESTING	109,060	178,210	2,520	47,061	26.41
MAINTENANCE OF MAINS	307,631	301,140	33,311	207,084	68.77
MAINTENANCE OF SERVICES	196,820	212,290	12,180	90,038	42.41
MAINTENANCE OF METERS	156,455	292,900	16,076	88,064	30.07
MAINTENANCE OF HYDRANTS	259,796	305,920	12,434	168,675	55.14
METERS AND TAP-INS	219,789	354,470	11,176	100,199	28.27
WATER METER READING	71,951	74,660	20,842-	45,544	61.00
ACCOUNTING AND COLLECTING	51,234	51,370	14,724-	24,433	47.56
CAPITAL	7,297,199	9,735,200	90,273	1,526,173	15.68
TOTAL EXPENDITURES	15,449,953	19,281,600	689,999	6,142,280	31.86

CITY OF TROY
Monthly Financial Report
Motor Pool
For the Period Ending January 31, 2002

MOTOR POOL FUND

Description	Last Year Actual	2001-02 Budget	Current Month	Year To Date	%
REVENUES					
CHARGES FOR SERVICES - REND	24,141	2,000	0	3,949	197.45
INTEREST AND RENTS	3,544,243	3,507,000	188,528	1,890,822	53.92
OTHER REVENUE	56,447	262,500	73,096	172,010	65.53
OTHER FINANCING SOURCES	2,113,550	1,275,157	0	1,064,140	83.45
TOTAL REVENUE	5,738,381	5,046,657	261,624	3,130,921	62.04
EXPENDITURES					
ADMINISTRATION	389,832	467,610	20,578	248,100	53.06
OPERATION AND MAINTENANCE	2,486,210	2,692,870	215,293	1,556,927	57.82
DPW FACILITY MAINTENANCE	278,861	339,860	18,273	133,691	39.34
CAPITAL	1,547,608	1,546,317	35,831	236,426	15.29
TOTAL EXPENDITURES	4,702,511	5,046,657	289,975	2,175,144	43.10

nd	Mat Yr.	Mat Mo.	Mat Day	Type	Loc	Pur Yr.	Pur Mo.	Pur Day	Rate	Name	Face	Accrue 6/30	Book
.01	2002	4	5	7	REPUBLIC	2001	11	20	2.150	CD	251,013		251,013.84
	2002	4	16	7	STAND FED	2002	1	14	1.750	CD	1,112,743		1,112,743.15
	2002	5	13	7	HUNT BANK	2001	11	26	2.000	CD	500,777		500,777.36
											TOTAL		1,864,534.35
.12	2002	2	7	7	COMERICA	2001	9	7	3.380	CD	1,000,000		1,000,000.00
	2002	2	7	9	ML	2001	9	27	2.140	TBILL	2,166,000		2,149,195.45
	2002	2	7	8	ML	2002	1	14		BARTON	1,727,000		1,724,973.65
	2002	2	14	7	STAND FED	2001	9	14	3.300	CD	9,742,460		9,742,460.62
	2002	2	14	8	ML	2002	1	3	1.740	GE CAP	2,016,000		2,011,907.52
	2002	2	14	9	ML	2002	9	27	2.250	TBILL	2,745,000		2,721,515.00
	2002	2	19	7	STAND FED	2001	12	21	1.750	CD	1,003,346		1,003,346.40
	2002	2	19	7	STAND FED	2001	12	27	1.750	CD	2,014,297		2,014,297.68
	2002	2	21	8	FITB	2001	9	7	3.220	FNMA	2,000,000		1,970,962.59
	2002	2	28	8	FITB	2001	9	7	3.230	FHLM	1,000,000		984,835.69
	2002	2	28	7	REPUBLIC	2001	9	20	3.100	CD	1,000,000		1,000,000.00
	2002	2	28	9	ML	2001	9	28	2.270	TBILL	2,111,000		2,091,082.72
	2002	3	1	8	FITB	2001	11	23		WAYNE CNTY	1,998,000		1,998,000.00
	2002	3	1	8	FITB	2001	11	26		WAYNE CNTY	2,870,000		2,870,000.00
	2002	3	2	7	STAND FED	2002	1	4	2.250	CD	2,015,457		2,015,457.36
	2002	3	4	7	MIDW GUART	2001	9	5	3.350	CD	2,018,788		2,018,788.89
	2002	3	7	8	FITB	2001	9	7	3.230	FNMA	1,000,000		984,235.25
	2002	3	7	9	ML	2001	9	28	2.270	TBILL	2,059,000		2,038,684.53
	2002	3	8	7	STAND FED	2002	1	16	1.650	CD	7,387,509		7,387,509.66
	2002	3	14	9	ML	2001	10	4	2.170	TBILL	2,068,000		2,048,393.06
	2002	3	18	8	FITB	2001	9	7	3.215	FHLM	2,000,000		1,966,712.93
	2002	3	21	9	ML	2001	10	11	2.190	TBILL	3,566,000		3,531,871.40
	2002	3	28	9	ML	2001	10	18	2.160	TBILL	2,375,000		2,352,588.58
	2002	4	4	9	ML	2001	10	25	2.040	TBILL	2,440,000		2,418,175.56
	2002	4	5	7	REPUBLIC	2001	11	20	2.150	CD	1,098,132		1,098,132.90
	2002	4	9	7	FLAGSTAR	2002	1	9	2.250	CD	2,000,000		2,000,000.00
	2002	4	11	8	NAT CITY	2001	10	11	2.620	FHLM	2,000,000		2,000,000.00
	2002	4	16	7	STAND FED	2002	1	14	1.750	CD	2,016,245		2,016,245.55
	2002	4	18	9	ML	2001	11	1	1.920	TBILL	2,428,000		2,406,698.35
	2002	4	24	8	SSB	2002	1	25	1.782	GLAXO	1,013,000		1,008,617.37
	2002	4	25	9	ML	2001	11	8	1.720	TBILL	2,430,000		2,410,835.40
	2002	5	2	9	ML	2001	11	15	1.900	TBILL	2,065,000		2,047,075.80
	2002	5	9	9	ML	2001	11	29	1.790	TBILL	2,041,000		2,024,935.06
	2002	5	13	7	HUNT BANK	2001	11	26	2.000	CD	628,831		628,831.39
	2002	5	16	9	ML	2001	12	6	1.900	TBILL	3,487,000		3,457,993.97
	2002	5	23	9	ML	2001	12	13	1.700	TBILL	1,611,000		1,598,968.07
	2002	5	30	9	ML	2001	12	20	1.710	TBILL	2,681,000		2,660,856.75
	2002	6	6	9	ML	2001	12	27	1.780	TBILL	1,275,000		1,265,021.35
	2002	6	13	9	ML	2002	1	3	1.760	TBILL	2,430,000		2,411,199.23
	2002	6	20	9	ML	2002	1	10	1.670	TBILL	2,786,000		2,765,566.24
	2002	6	27	9	ML	2002	1	17	1.660	TBILL	2,826,000		2,805,399.25

7 = CD 8 = Paper 9 = T-Bills

und	Mat Yr.	Mat Mo.	Mat Day	Type	Loc	Pur Yr.	Pur Mo.	Pur Day	Rate	Name	Face	Accrue 6/30	Book
112	2002	6	30	7	FITB	1998	12	4	1.450	LUG	1,199,890		1,199,890.42
	2002	6	30	7	HUNT BANK	2001	11	20	2.000	LUG	504,638		504,638.46
	2002	7	11	9	ML	2002	1	24	1.730	TBILL	3,005,000	22,278.72	2,981,160.33
	2002	7	18	9	ML	2002	1	31	1.820	TBILL	3,426,000	25,409.49	3,397,541.36
	2002	8	1	7	COMERICA	2002	1	31	1.750	CD	1,013,707		1,013,707.77
	2002	11	1	8	FITB	2001	11	1	2.510	FHLB	1,000,000		1,000,000.00
	2003	10	10	8	FITB	2001	10	10	3.400	FHLB	1,000,000		1,000,000.00
	2004	3	26	8	FITB	2001	9	27	3.700	FNMA	1,000,000		1,000,000.00
											TOTAL	47,688.21	106,748,309.56
591	2002	2	19	7	NATL CITY	2001	12	21	1.650	CD	1,461,599		1,461,599.35
	2002	2	19	7	STAND FED	2001	12	21	1.750	CD	1,484,367		1,484,367.18
	2002	4	5	7	REPUBLIC	2001	11	20	2.150	CD	132,492		132,492.46
	2002	6	30	7	COMERICA	1997	7	1	1.600	GOV'T POOL	1,785,569		1,785,569.26
	2002	6	30	7	HUNT BANK	2001	11	21	2.000	LUG	147,139		147,139.35
	2002	7	15	7	STAND FED	2002	1	14	1.800	CD	1,112,743	9,291.88	1,112,743.15
	2004	7	23	8	FITB	2002	1	23	3.550	FHLM	1,000,000		1,000,000.00
											TOTAL	9,291.88	7,123,910.75
688	2002	3	7	7	STAND FED	2002	1	7	2.100	CD	739,540		739,540.21
	2002	6	30	7	BANK ONE	1997	7	1	1.760	GOV'T POOL	1,267,957		1,267,957.90
	2002	7	15	7	STAND FED	2002	1	16	1.700	CD	588,042	4,582.05	588,042.28
											TOTAL	4,582.05	2,595,540.39
701	2002	2	26	7	MIDW GUART	2001	11	28	1.880	CD	511,501		511,501.22
											TOTAL		511,501.22
											TOTAL	61,562.14	118,843,796.27

* * E N D O F R E P O R T * * *

7 = CD 8 = Paper 9 = T-Bills

Merrill Lynch

PRIORITY CLIENT WCMA® ACCOUNT

CITY OF TROY

Current Portfolio

Quantity	Security Description	Date Acquired	Adjust/Unit Cost Basis	Total Cost Basis	Estimated Market Price	Estimated Market Value	Unrealized Gain or (Loss)	Estimated Accrued Interest	Estimated Annual Income	Current Yield %
Cash and Money Accounts										
	CASH			458		458				
2,263	CMA TREASURY FUND		1.00	2,263	1.00	2,263			30	1.33
Total Cash and Money Accounts				2,721		2,721			30	1.33
Government Securities										
2,111,000	U.S. TREASURY BILL ZERO% FEB 28 2002	09/27/01	99.05	2,091,082	99.87	2,108,340	N/A			
2,166,000	U.S TREASURY BILL ZERO% FEB 07 2002	09/20/01	99.22	2,149,195	99.97	2,165,393	N/A			
2,745,000	U.S. TREASURY BILL ZERO% FEB 14 2002	09/20/01	99.14	2,721,515	99.93	2,743,325	N/A			
2,059,000	U.S. TREASURY BILL ZER0% MAR 07 2002	09/27/01	99.01	2,038,684	99.84	2,055,705	N/A			
2,068,000	U.S. TREASURY BILL ZERO% MAR 14 2002	10/04/01	99.05	2,048,393	99.80	2,063,988	N/A			
3,566,000	U.S. TREASURY BILL ZERO% MAR 21 2002	10/10/01	99.04	3,531,871	99.77	3,557,976	N/A			
2,375,000	U.S. TREASURY BILL ZERO% MAR 28 2002	10/18/01	99.05	2,352,588	99.74	2,368,872	N/A			
2,440,000	U.S. TREASURY BILL ZERO% APR 04 2002	10/25/01	99.10	2,418,175	99.70	2,432,850	N/A			
2,428,000	U.S. TREASURY BILL ZERO% APR 18 2002	11/01/01	99.12	2,406,698	99.64	2,419,283	N/A			
2,430,000	U.S. TREASURY BILL ZERO% APR 25 2002	11/07/01	99.21	2,410,835	99.60	2,420,474	N/A			

+ PLEASE SEE REVERSE SIDE

Merrill Lynch

PRIORITY CLIENT WCMA® ACCOUNT

CITY OF TROY

Current Portfolio

Quantity	Security Description	Date Acquired	Adjust/Unit Cost Basis	Total Cost Basis	Estimated Market Price	Estimated Market Value	Unrealized Gain or (Loss)	Estimated Accrued Interest	Estimated Annual Income	Current Yield %
Government Securities										
2,065,000	U.S. TREASURY BILL ZERO% MAY 02 2002	11/15/01	99.13	2,047,075	99.56	2,056,079	N/A			
2,041,000	U.S. TREASURY BILL ZERO% MAY 09 2002	11/29/01	99.21	2,024,935	99.53	2,031,427	N/A			
3,487,000	U.S. TREASURY BILL ZERO% MAY 16 2002	12/06/01	99.16	3,457,993	99.49	3,469,355	N/A			
1,611,000	U.S. TREASURY BILL ZERO% MAY 23 2002	12/13/01	99.25	1,598,968	99.46	1,602,300	N/A			
2,681,000	U.S. TREASURY BILL ZERO% MAY 30 2002	12/20/01	99.24	2,660,856	99.43	2,665,718	N/A			
1,275,000	U.S. TREASURY BILL ZERO% JUN 06 2002	12/27/01	99.21	1,265,021	99.38	1,267,120	N/A			
2,430,000	U.S.TREASURY BILL ZERO% JUN 13 2002	01/03/02	99.22	2,411,199	99.34	2,414,059	N/A			
2,786,000	U.S. TREASURY BILL ZERO% JUNE 20 2002	01/10/02	99.26	2,765,566	99.31	2,766,860	N/A			
2,826,000	U.S. TREASURY BILL ZERO% JUN 27 2002	01/17/02	99.27	2,805,399	99.27	2,805,370	N/A			
3,005,000	U.S. TREASURY BILL ZERO% JUL 11 2002	01/24/02	99.20	2,981,160	99.19	2,980,689	N/A			
3,426,000	U.S. TREASURY BILL ZERO% JUL 18 2002	01/31/02	99.16	3,397,541	99.14	3,396,604	N/A			
Total Government Securities				51,584,757		51,791,796				

PLEASE SEE REVERSE SIDE

Merrill Lynch

PRIORITY CLIENT WCMA® ACCOUNT

CITY OF TROY

Current Portfolio

Quantity	Security Description	Symbol	Sector	Date Acquired	Adjust/Unit Cost Basis	Total Cost Basis	Estimated Market Price	Estimated Market Value	Unrealized Gain or (Loss)	Estimated Annual Income	Current Yield %
Other											
1,727,000	CP BARTON(SG)PP BE ✓ 10JAN02 00.000%07FEB2002			01/11/02	99.88	1,724,973	99.96	1,726,309	N/A		
2,016,000	CP G.E.CAP CRP BE ✓ 19JUN01 00.000%14FEB2002			01/03/02	99.79	2,011,907	99.93	2,014,588	N/A		
Total Other						3,736,881		3,740,898			
Total of Long Portfolio						55,324,360		55,535,416	*	30	1.11

* - Excludes N/A Items

Monthly Activity

Date	Transaction	Quantity	Description	Price	Debit	Credit
Security Transactions						
01/03	Redeemed	-2,411,000	U.S. TREASURY BILL ZERO% JAN 03 2002			2,411,000.00
01/03	Purchase	2,430,000	U.S.TREASURY BILL ZERO% JUN 13 2002 FACE VALUE 2430000.0000 CASH TRADE PRICE 99.226305	99.226	2,411,199.23	
01/03 ■	Redeemed	-2,012,000	CP G.E.CAP CRP BE 03OCT01 00.000%03JAN2002			2,012,000.00
01/03	Purchase	2,016,000	CP G.E.CAP CRP BE 19JUN01 00.000%14FEB2002 CASH TRADE PRICE 99.797000	99.797	2,011,907.52	
01/10	Redeemed	-2,766,000	U.S. TREASURY BILL ZERO% JAN 10 2002			2,766,000.00
01/10	Purchase	2,786,000	U.S. TREASURY BILL ZERO% JUNE 20 2002	99.266	2,765,566.24	

PLEASE SEE REVERSE SIDE

DATE: February 4, 2002

TO: Honorable Mayor and City Council

FROM: John Szerlag, City Manager
Gary A. Shripka, Assistant City Manager/Services
Mark Stimac, Director of Building and Zoning

SUBJECT: Announcement of Public Hearing
Request for Commercial Vehicle Appeal
5184 Rochester Road

On December 10, 2001, information was sent to the residence of Mr. Sead Mesanovic that identified restrictions related to the commercial vehicle located on his residential property. As part of that information, he was advised that the Freightliner semi tractor parked on that property did not comply with the exceptions found in Chapter 39, Section 40.66.00. He was given the option to remove the vehicles or appeal to City Council for relief of the Ordinance.

In response to our letter, Mr. Mesanovic has filed an appeal. The appeal requests that a public hearing date be held in accordance with the ordinance. A public hearing has been scheduled for your meeting of March 4, 2002.

A copy of the application and photo are attached for your reference.

Should you have any questions or require additional information, kindly advise.

COMMERCIAL VEHICLE
APPEAL APPLICATION

Request is hereby made for permission to keep a commercial vehicle(s) as described below, on the following residential zoned site:

NAME: SEAD MESANOVIC

ADDRESS: 5184 ROCHESTER RD.

CITY: TROY MI. ZIP: 48085 PHONE: 248 379 2877

ADDRESS OF SITE: 5184 ROCHESTER RD.

NUMBER OF VEHICLES: 1

VEHICLE IDENTIFICTION NUMBER(S) 477800

LICENSE PLATE NUMBER(S) 133535

DESCRIPTION OF VEHICLE(S) SEMI-TRACTOR

REASON FOR APPEAL (see A - D below) "D"

Currently applicant parks vehicle in front of home. He plans to pave in more driveway in the future so that truck can be parked ~~behind~~ behind the front of the house

THE APPLICANT IS AWARE OF THE REQUIRED FINDINGS WHICH ARE STATED IN THE FOLLOWING:

44.02.01 ACTIONS TO GRANT APPEALS ... SHALL BE BASED UPON AT LEAST ONE OF THE FOLLOWING FINDINGS BY THE CITY COUNCIL:

A. The occurrence of the subject commercial vehicle on the residential site involved is compelled by parties other than the owner or occupant of the subject residential site (e.g. employer).

B. Efforts by the applicant have determined there are no reasonable or feasible alternative locations for parking of the subject commercial vehicle.

C. A garage or accessory building on the subject site cannot accommodate, or cannot reasonably be constructed or modified to accommodate the subject commercial vehicle

D. The location available on the residential site for the outdoor parking of the subject commercial vehicle is adequate to provide for such parking in a manner that will not negatively impact adjacent residential properties, and will not negatively impact pedestrian and vehicular movement along the frontage street(s).

COMMERCIAL VEHICLE APPEAL APPLICATION

40.02.2. The City Council may grant appeals in relation to the type, character or number of commercial vehicles to be parked outdoors in Residential Districts for an initial period not to exceed two (2) years, and may thereafter extend such actions for a similar period.

Supporting data, attached to the application, shall include: a plot plan, drawn to scale, a description and location of the vehicle)s) and a photo of the vehicle on-site..

Jead Mesamone
(signature of applicant)
Jead Mesamone

STATE OF MICHIGAN
COUNTY OF Oakland

On this 29th day of January, 19 02 before me personally appeared the above named person who depose and sayeth that he/she signed this application with full knowledge of its contents and that all matters stated therein are true.

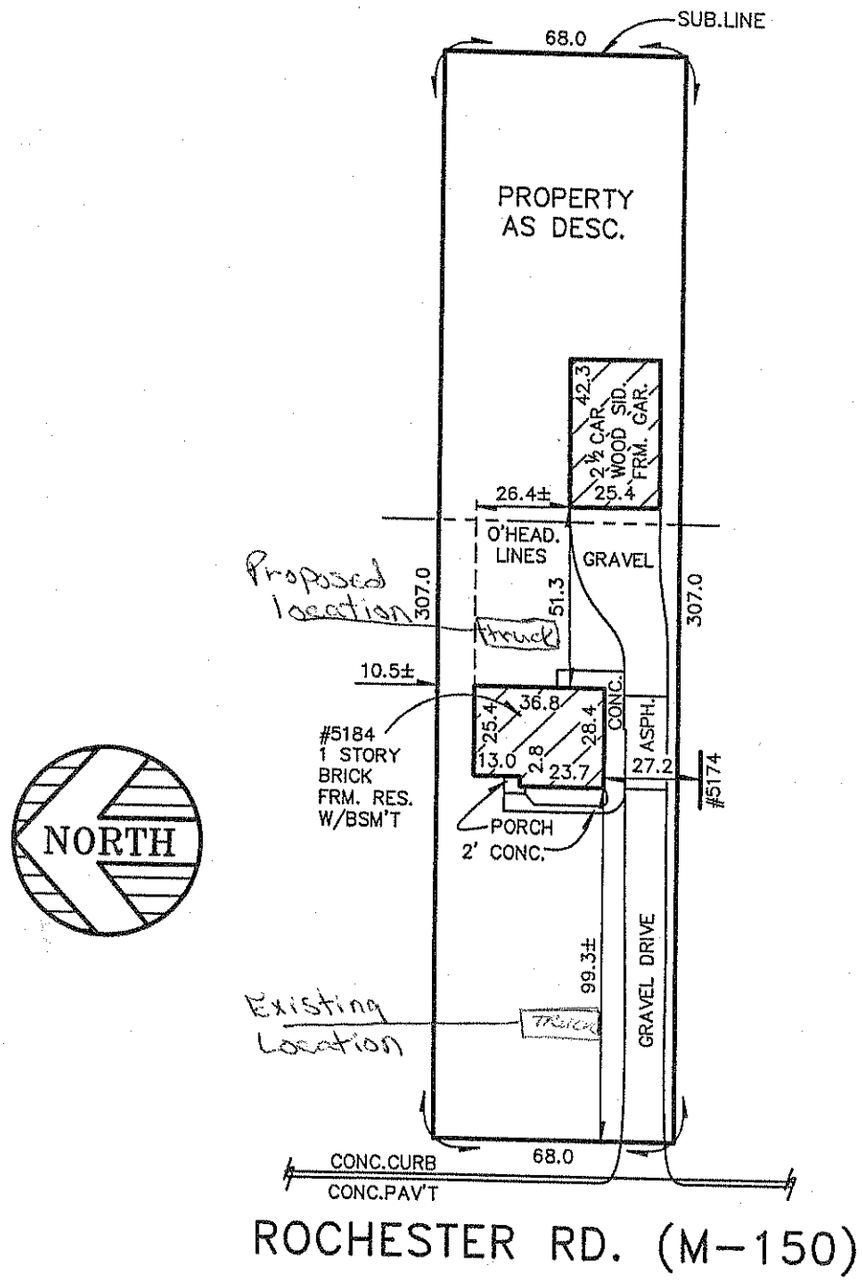
Patricia A. Gladysz
Notary Public, Macomb County, Michigan
acting in Oakland
My Commission Expires: 3-18-04

MORTGAGE SURVEY

Certified to: THE LEADER & ASSOCIATES MORTGAGE

Applicant: SEAD MESANOVIC

Property Description:
Land situated in Troy City, Oakland County, Michigan, as described as: The West 350 feet of the South 68 feet of the North 233 feet of the Southwest 1/4 of the Southwest 1/4 of Section 11, excluding the West 43 feet taken for Rochester Road.
Note: The property description is as furnished by client.



NOTE: A BOUNDARY SURVEY IS NEEDED TO DETERMINE EXACT SIZE AND/OR LOCATION OF PROPERTY LINES.

CERTIFICATE: We hereby certify that we have surveyed the above-described property in accordance with the description furnished for the purpose of a mortgage loan to be made by the forementioned applicants, mortgagor, and that the buildings located thereon do not encroach on the adjoining property, nor do the buildings on the adjoining property encroach upon the property heretofore described, except as shown. This survey is not to be used for the purpose of establishing property lines, nor for construction purposes, no stakes having been set at any of the boundary corners.

Shane P. Shell

JOB NO: 01-37925 SCALE: 1"=50'
DATE: 12-6-01 DR BY: MGD/DR

KEM-TEC
LAND SURVEYORS
22556 Gratiot Avenue
Eastpointe, MI 48021-2319
(810) 772-2222
FAX: (810) 772-4048

KEM-TEC WEST
LAND SURVEYORS
800 E. STADIUM
Ann Arbor, MI 48104-4355
(734) 994-0888 * (800) 433-6133
FAX: (734) 994-0667

City of
ROCHESTER HILLS 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309-3033

Pat Somerville, Mayor ❖ City Council Members: Bryan K. Barnett • John Dalton • Jim Duistermars • Lois Golden • Melinda Hill • Barbara L. Holder • Gerald Robbins

DEPARTMENT OF CITY CLERK

Beverly A. Jasinski
CMC/AAE
City Clerk

Telephone
(248) 656-4630
FAX
(248) 656-4744

Jane Leslie
Deputy Clerk

Susan Koliba-Galeczka
City Council Liaison
(248) 841-2463

Pam Lee
City Accountant
(248) 656-4632

Calvin Leach
Sexton

Water / Sewer
Billing Information
(248) 656-4688

Accounts Payable
Birth / Death Records
Business Registration
Cemetery
City Council
Information
City Records
Election Information
Liquor Licensing
Maps
Ordinances
Passports
Solicitor's Permits
Voter Registration

City Hall
General Information
(248) 656-4600

Pat Somerville
Mayor
(248) 656-4664

Marc A. Ott
City Administrator
(248) 656-4664

February 11, 2002

RECEIVED
FEB 13 2002
CITY OF TROY
CITY MANAGER'S OFFICE

Gary Shripka, Asst. City Manager/Services
City of Troy
500 W. Big Beaver Road
Troy, Michigan 48084

Re: SOCCRA Landfill
Rochester Hills, Michigan

Dear Mr. Shripka:

Enclosed please find a Certified Resolution adopted by the Rochester Hills City Council at its regular meeting held on Wednesday, February 6, 2002, regarding the SOCCRA site at Avon and Dequindre Roads.

The Resolution supports the terms of the Consent Judgment entered into on June 10, 1994, and the establishment of a golf course as the end use for the site.

Very truly yours,

Beverly A. Jasinski
City Clerk

BAJ/jb
Enclosure

cc: John Staran, Esq.

ROCHESTER HILLS CITY COUNCIL
RESOLUTION

At a Regular Rochester Hills City Council Meeting held at the Rochester Hills Municipal Building, 1000 Rochester Hills Drive, Rochester Hills, Oakland County, Michigan, on Wednesday, February 6, 2002.

Present: President John Dalton; Members Bryan Barnett, Lois Golden, Melinda Hill, Barbara Holder, Gerald Robbins

Absent: Member Jim Duistermars **QUORUM PRESENT**

Resolution A0314–2002–R0062

MOTION by Robbins, seconded by Barnett,

Whereas, under the terms of a Consent Judgment, entered on June 10, 1994, resolving litigation arising from ordinance violations and nuisances associated with SOCCRA's operation of a composting facility at SOCCRA's landfill site in the City of Rochester Hills, SOCCRA was required to, by May 1, 1996:

> [S]ubmit to the City a specific and realistic end use plan and time frame for the SOCCRA land, excluding the area to be used for composting. It is the present intent of the parties that SOCCRA will develop a golf course as its end use of the property, however, such use shall not be binding on SOCCRA . . .

Whereas, the only unknown factor relating to the planning and implementation of the golf course at that time was a source of funding, but SOCCRA has since secured a funding source in the form of the proceeds from the sale of SOCCRA's land on the north side of Avon Road; and

Whereas, the City Council remains concerned that several of SOCCRA's member municipalities have expressed misgivings or undertaken more overt actions to obstruct proceeding with the planned golf course in favor of allocating the proceeds from SOCCRA's land sale to the SOCCRA municipalities and leaving Rochester Hills and its residents and the neighbors who have been the thankless hosts for several decades of the garbage, decaying yard waste, and other solid wastes from SOCCRA's member communities, and who have been forced to suffer and endure the ugliness, stench, insects, rodents, noise, dust, truck traffic and other nuisances associated with SOCCRA's land use which, at times, were needlessly compounded and worsened by improper and insensitive

management and operational practices at the facility, with a less expensive, less desirable and unattractive end use; and

Whereas, the City is concerned that the new proposed end use of the site as a soccer field/bike trail facility that is being considered by SOCCRA will not provide the same qualities, benefits and desirable features as a landfill cap, recreational facility or attractive, well-maintained, harmonious neighborhood amenity as was intended by the longstanding court ordered plan to establish a golf course as the end use for this site.

Therefore the Rochester Hills City Council Resolves, That it supports the construction and operation of a golf course in accordance with the Consent Judgment, and the Rochester Hills City Council strongly urges and expects SOCCRA and its member communities to honor their commitment and proceed as soon as possible with the preparation and implementation of plans for a golf course at the landfill site.

Be It Further Resolved, that the Rochester Hills City Council directs the City Clerk to forward a copy of this Resolution to SOCCRA, SOCCRA's member municipalities, the appropriate State Representatives and Senators, and the Governor.

Ayes:	Dalton, Barnett, Golden, Hill, Holder, Robbins	
Nays:	None	
Absent:	Duistermars	**MOTION CARRIED**

I, Beverly A. Jasinski, Rochester Hills City Clerk, do hereby certify that the foregoing is a complete and true copy of a Resolution, the original of which is on file in my office, adopted by the Rochester Hills City Council at a Regular Rochester Hills City Council Meeting held thereof on February 6, 2002.

Beverly A. Jasinski

January 31, 2002

City of Troy
Police Department
500 W. Big Beaver
Troy, MI 48084

Attn: The Chief of Police

To Whom it May Concern:

On the evening of January 24, 2002, I was involved in an accident during rush hour on Long Lake Road east of Rochester Road. The Troy Police department was summoned and Officer Kathy Mcatee, reported to the scene. I wanted to inform you that Officer Mcatee arrived in a timely fashion, was very polite and accomplished the task at hand. She even contacted a towing service to have my vehicle delivered to the dealership where I wanted the repairs made. Many times a situation like this can be emotionally draining and time consuming. Ms Mcatee put all the parties at ease and made a potentially difficult situation much more tolerable....even pleasant.

My involvement with any police jurisdiction has been very minimal, as indicative by my record(☺) but most of my experiences with local police departments have NOT been pleasant. The City of Troy's department is the exception and you can be proud of it and Officer Mcatee as well. Thank you for a job well done.

Sincerely yours,

Steven Alman
14835 Penrod
Detroit, MI 4822

Police Report No 02-2600

Thank you!

RECEIVED
Chief of Police
2/4/02 OR

Gregory G. Rowe
609 John Marshall Dr. NE
Vienna, VA 22180

January 30, 2002

Chief of Police
Charles T. Craft
500 West Big Beaver Road
Troy, Michigan 48084

RE: Officer Haddao, Badge #63
Case # 02-3144

Chief Craft,

I would like to compliment the professionalism and personal tact demonstrated by Officer Haddao referencing the cited case number. I was called by my brother, a recently relocated executive and resident of Troy, and my parents, complimenting the professional conduct of Officer Haddao.

My parents were recently forced to leave our family home in Pennsylvania and follow my brother to Michigan. They have been married for 52 years. Due to my mother's advanced stage of Parkinson disease and my father's medical conditions they needed to move to an assisted living arrangement. They left behind a lifetime of memories and possession to begin their new life in an Assisted Living Home in Troy, MI, close to my brother's home. It has been a difficult transition for two people accustomed to their independence.

Due to the limited space and restrictions of their new accommodations they were only able to retain a few personal possessions. A few days ago my mother reported to my brother and me that her most valued possession as well as a small amount of money was taken from her room. I have no idea of the monetary value of her now missing wedding ring but I do know the personal value she has placed on this possession throughout the years. She was absolutely crushed by the loss.

The level of seriousness and determination demonstrated by Officer Haddao, while taking a routine police report, gave much needed comfort to my parents and my entire family. I commend his efforts and your organization for a true commitment to community service and the protection of those individuals most vulnerable in our society.

Sincerely,

Gregory G. Rowe

RECEIVED
Chief of Police
2/5/02 CC

St. Joseph Catholic Chaldean Church

2442 E. Big Beaver Rd.
Troy, Michigan 48083

Phone: (248) 528-3676
Fax: (248) 524-1957

February 1, 2002

In the name of the Parish Council of St. Joseph we would like to express hereby our deep appreciation for the excellent service given to our congregation of St. Joseph during the Christmas day celebrations, when several members of the Troy Police Force did their best in organizing and directing safely the heavy traffic around our church. Please convey our best regards and gratitude to every policeman who contributed to that outstanding endeavor.

Fr. Sarhad Jammo
Pastor

Nick Najjar
President of Parish Council

RECEIVED
Chief of Police
2/6/02 CR

Chaldean Federation of America

الاتحاد الكلداني الامريكي

An Umbrella Association of Chaldean Organizations in Metropolitan Detroit
18470 W. 10 Mile Road • Southfield, MI 48075 • Tel. (248) 557-2362 • Fax (248) 557-3424
49 W. 7 Mile Road • Detroit, MI 48203 • Tel. (313) 893-2991 • Fax (313) 893-3276
Web Site: www.ChaldeanFederation.com
E-mail: info@ChaldeanFederation.com

MEMBER ORGANIZATIONS

CHALDEAN-AMERICAN LADIES OF CHARITY

CHALDEAN-AMERICAN YOUTH CLUB

CHALDEAN-IRAQI-AMERICAN ASSOCIATION OF MICH.

MAR ADDAI PARISH COUNCIL OAK PARK, MI

MOTHER OF GOD PARISH COUNCIL SOUTHFIELD, MI

CHALDEAN FAMILY CLUB

ISHTAR CULTURAL CENTER

ST. JOSEPH PARISH COUNCIL TROY, MI

EXECUTIVE BOARD

Saad Marouf
CHAIRMAN

Joseph Shallal
1st VICE CHAIRMAN

Rosemary Hakim Bannon
2nd VICE CHAIRMAN

Sahir Haddad
TREASURER

Jamal Kalabat
SECRETARY

Sam Yono
EX-OFFICIO

BOARD OF DIRECTORS

Andy Akrawi
Augeen Kalasho
Betty Dawisha
Hany Choulagh
Mike Sarafa
Salam Yaldiko
Steve Jajonie
Showki Konja

TO: **Chief Charles Craft**
Troy Police Department
500 W. Big Beaver
Troy MI, 48084

Ref.: **007/hg/SM** **Date:** **Jan. 28th, 2002**

Dear Chief Craft,

What makes a city great is not only the effectiveness and efficiency of its service and leadership, but also the cooperation and mutual understanding between the city's departments and citizens.

It gives us great pleasure to acknowledge and salute this spirit of cooperation with your police dept. The praise and pride that the Chaldean expresses upon numerous occasions regarding police department is highly recognized.

On our recent meeting of the General Assembly Board of Trustees, on Jan. 28th, 2002, we have the pleasure to have officer Dave Kassanda attending the meeting in which he conveyed your greeting as we done the same.
One of our community finest Chaldean Churches is located in the City of Troy, St. Joseph Chaldean Catholic Pastor Fr. Dr. Sarhad Jammo is also the Vicar General of the Chaldean Church in the USA. Fr. Jammo and Mr. Nick Najjar, President of the Parish Council, extend their warmest appreciation for the excellent services, care and sensitivity you have provided for the special needs of the community.

On certain occasions, when the church is overwhelmingly attended by parishioners, your wonderful officers have displayed high standards of courtesy and assistance. Personally, I attended the St. Joseph Christmas Grand mass last month and I had the opportunity to witness the professionalism of your officers, mainly officer Haddad along with volunteers and member of the Parish Council.

On behalf of the Board of Directors of the Chaldean Federation of America (CFA) in which St. Joseph Council is a member, I extend our deepest gratitude for your assistance with members of the Chaldean Community in the City of Troy.

The CFA, representing the Chaldean people in America, offers its services and cooperation.
Thank you again, and God Bless you.

Saad Marouf,
Chairman, Chaldean Federation of America

RECEIVED
Chief of Police
2/6/02 CC

C.C.: - Fr. Sarhad Jammo - Mr. Nick Najjar - Mr. Hany Choulag
- Officer Dave Kassanda – Officer Haddad/ Troy Police

City of Madison Heights

City Hall Municipal Offices
300 W. Thirteen Mile Road
Madison Heights, MI 48071

Department of Public Services
801 Ajax Drive
Madison Heights, MI 48071

Fire Department
340 W. Thirteen Mile Road
Madison Heights, MI 48071

Police Department
280 W. Thirteen Mile Road
Madison Heights, MI 48071

January 29, 2002

RECEIVED
JAN 30 2002
CITY OF TROY
CITY MANAGER'S OFFICE

John Szerlag, City Manager
Gary Shripka, Assistant City Manager
City of Troy
500 W. Big Beaver Road
Troy, MI 48084-5285

Dear Mr. ~~Szerlag~~ John

As you are aware on January 16, 2002, the Southeastern Oakland County Resource Recovery Authority (SOCRRA) Board approved a Resolution, which will allow for the restoration of the Oakland County Red Oaks Golf Course located in Madison Heights including a condition that Madison Heights approve a Host Community Fee Agreement. On January 22, 2002, the George W. Kuhn (GWK) Drain Board approved their Agreement with the City. I am happy to report that last night, the Madison Heights City Council approved the two Agreements, one with SOCRRA and a second with the GWK Drain District.

The discussion regarding the restoration of the golf course and the underlying sale of property and easement date back to over three years when the SOCRRA Board decided to dispose of their surplus property surrounding the transfer station. Madison Heights has continued in steadfast support of the restoration/upgrade of the Red Oaks Golf Course, which now appears will be a reality in a little over one year. The resolution of the issues involving this property have been a long, frustrating and drawn out affair that has tried the patience of the parties, on all sides of the issues.

I would like to personally thank you for your willingness to "go the extra mile" to support this project and the resolution of a number of complex and interrelated challenges. In the end, not only does the City of Madison Heights, Oakland County Parks and Recreation Commission and golfers benefit, but also the SOCRRA and GWK communities, and all of Oakland County by your actions to both preserve and upgrade this valuable recreation "gem" for both now and into the future.

Again, thank you for your support.

Sincerely,

THE CITY OF MADISON HEIGHTS

Jon

Jon R. Austin
City Manager

JRA/mjh

c: Madison Heights City Council

Community Kaleidoscope

"An afternoon of family fun"

RECEIVED
Chief of Police
2/8/02

February 1, 2002

Troy Police - Crime Prevention Section
Dave Swanson
500 W. Big Beaver Road
Troy, MI 48084

Dear Kaleidoscope Participant:

On behalf of the City of Troy, the Troy School District and the Troy Community Coalition, I would like to thank you and your organization for participating in the 2002 Community Kaleidoscope.

Our numbers were good again this year even though we experienced a spring day in January and people could have enjoyed the mild weather outdoors. We received many positive comments from residents and participants who thoroughly enjoyed the afternoon. They liked the entertainment, booth participants, games and activities. It's so nice to be able to offer our citizens a great, free, fun-filled family event.

If you have any comments you wish to share regarding the event, please do not hesitate to drop me a note or call me at 248-524-1147.

Once again, thank you for your participation. It was a great family event that we should be very proud of -- a true community effort. We look forward to seeing you at next year's Community Kaleidoscope on January 25, 2003.

Sincerely,

Cindy

Cindy Stewart
Kaleidoscope Committee Chair and Community Affairs Director

Thanks to your officers, especially Ofr. Kapture. She works so hard getting this event to happen, as well as the coordination of all volunteers!

phone (248) 524-3484 or (248) 524-1147

R/C.

대한무역투자진흥공사
KOREA TRADE CENTER, DETROIT
Korean Government Representative

2000 TOWN CENTER, SUITE 1840 • SOUTHFIELD • MI 48075
Tel: (248) 355-4911 • Fax: (248) 355-9002 • http://www.kotradtt.org • E-Mail: detroit@kotradtt.org

February 6, 2002

Dear Mayor Pryor:

Thank you for your continued support of our organization and our efforts to establish ties in the metro Detroit area..

As you may well be aware of, the KPDC (Kyunggi Province Development Council) delegation is visiting Michigan this March, and I would like you to meet one of the delegation leader, Mayor Chung-Soo Baek of Shiheung city. He will be in the area from March 3rd to the 6th.

The main purpose of Mayor Baek's visit is to attend an MOU signing ceremony between KPDC and Michigan Economic Development Corporation.

However, he would also like to meet you to discuss matters of common interest regarding the economic ties between Korea and the U.S.

The city that he is a mayor of, Shiheung City, is a leading city in Korea for automotive industry establishment and growth.

On account of this, I belive that it would be mutually beneficial for you and Mayor Baek to meet.

Mayor Baek would like to visit your office on March 5th at 3 p.m.

Rec'd 2/7/02

HEAD OFFICE: KOREA TRADE AND INVESTMENT PROMOTION AGENCY (KOTRA)
300-9 Yumgok-Dong, Seocho-Ku, Seoul, KOREA TEL: (02) 3460-7114, FAX: (02) 3460-7777
ASSOCIATED WITH STATE OF MICHIGAN
201 N. WASHINGTON SQUARE, VICTOR OFFICE CENTER 4th FL. LANSING, MI 48913 TEL: (517) 335-5552, FAX: (517) 335-2521

대한무역투자진흥공사
KOREA TRADE CENTER, DETROIT
Korean Government Representative

2000 TOWN CENTER, SUITE 1840 • SOUTHFIELD • MI 48075
Tel: (248) 355-4911 • Fax: (248) 355-9002 • http://www.kotradtt.org • E-Mail: detroit@kotradtt.org

Please let me know if this time is available. If this time is not available, we can work out another time.

Thanks for your assistance.

Sincerely,

Kyung-Yool Kim
Director
Korea Trade Center, Detroit.

HEAD OFFICE: KOREA TRADE AND INVESTMENT PROMOTION AGENCY (KOTRA)
300-9 Yumgok-Dong, Seocho-Ku, Seoul, KOREA TEL: (02) 3460-7114, FAX: (02) 3460-7777
ASSOCIATED WITH STATE OF MICHIGAN
201 N. WASHINGTON SQUARE, VICTOR OFFICE CENTER 4th FL. LANSING, MI 48913 TEL: (517) 335-5552, FAX: (517) 335-2521

February 2002

February 2002

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7:30pm City Council-Regular (Council Chambers)	7:30pm Planning Commission-Study (Conference Room LL)	8:30am Building Code Board of Appeals (City Hall (LL)) 7:00pm Adv Comm Per/Disabilities (City Hall (LL))	10:00am Advisory Comm/Senior Citizens (Community Center)		10
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7:30pm Liquor Control Committee (City Hall (C))	7:30pm Planning Commission-Regular (Council Chambers) 7:30pm Historical Society (Community Center)	3:00pm Employee Retirement System (City Hall (C))	7:30pm Parks & Recreation Board (Community Center) 7:30pm Library Board of Trustees (Library)		17
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7:30pm City Council-Regular (Council Chambers)	7:30pm Board of Zoning Appeals (Council Chambers) 7:30pm Historic District Commission (City Hall (C))	7:30am Downtown Development Authority-CANCELLED 8:00am Election Commission Meeting (Conference 7:30pm Traffic Committee (City Hall (LL))			24
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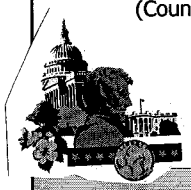
7:30pm City Council Liquor Violation Hearings (Council Chambers)	7:30pm City Council-Feasibility Study (Conference Ro 7:30pm Planning Commission-Study 7:30pm Historical Commission (Museum) 8:00pm Troy Daze (Community	7:30pm City Council Liquor Violation Hearings (Council Chambers)			



2/14/02

2/18 PH-Rezoning Sec 13 B & G Club R-1C to B-3 & E-P
2/18 PH-Paving Sec 3, Donaldson SAD#01.111.1
3/4 PH-Osmic, Inc.
3/4 PH-Commercial Vehicle Appeal, 5184 Rochester Road
3/4 PH-Dangerous Building, 1800 E Long Lake
3/18 PH-1783 E 14 Mile Rd

March 2002

March 2002

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April 2002

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11 7:30pm Liquor Control Committee (City Hall (LL))	12 7:30pm Planning Commission-Regular Session (Council Chambers) 7:30pm Historical Society (Community Center)	13 3:00pm Employee Retirement System (City Hall (C))	14 7:30pm Parks & Recreation Board (Community Center) 7:30pm Library Board of Trustees (Library)	15	16 17
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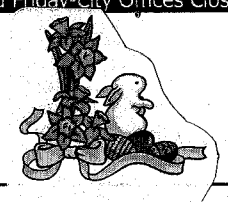
25	26 7:30pm Planning Commission-Study (Conference Room LL) 7:30pm Historical Commission (Museum) 8:00pm Troy Daze (Community Center)	27	28	29 Good Friday-City Offices Closed 	30 31

2/14/02

2/18 PH-Rezoning Sec 13 B & G Club R-1C to B-3 & E-P
2/18 PH-Paving Sec 3, Donaldson SAD#01.111.1
3/4 PH-Osmic, Inc.
3/4 PH-Commercial Vehicle Appeal, 5184 Rochester Road
3/4 PH-Dangerous Building, 1800 E Long Lake
3/18 PH-1783 E 14 Mile Rd

April 2002

April 2002

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May 2002

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Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
April 1 City Election	2 7:30pm Planning Commission-Study (Conference Room LL)	3 8:30am Building Code Board of Appeals (City Hall (LL)) 7:00pm Adv Comm Per/Disabilities (City Hall (LL))	4 10:00am Advisory Comm/Senior Citizens (Community Center)	5	6 7
8 7:30pm City Council-Regular (Council Chambers) 7:30pm Liquor Control Committee (City Hall (LL))	9 7:30pm Planning Commission-Regular Session (Council Chambers) 7:30pm Historical Society (Community Center)	10 3:00pm Employee Retirement System (City Hall (C))	11 7:30pm Parks & Recreation Board (Community Center) 7:30pm Library Board of Trustees (Library)	12	13 14
15	16 7:30pm Board of Zoning Appeals (Council Chambers) 7:30pm Historic District Commission (City Hall (C))	17 7:30am Downtown Development Authority (Conference Room LL) 7:00pm Cable Advisory Committee (City Hall 7:30pm Traffic Committee (City Hall (LL))	18 3:00pm Brownfield Redevelopment Authority (Conference Room LL)	19	20 21
22 7:30pm City Council-Regular (Council Chambers)	23 7:30pm Planning Commission-Study (Conference Room LL) 7:30pm Historical Commission (Museum) 8:00pm Troy Daze (Community Center)	24	25	26	27 28
29	30				

2/14/02

2/18 PH-Rezoning Sec 13 B & G Club R-1C to B-3 & E-P
2/18 PH-Paving Sec 3, Donaldson SAD#01.111.1
3/4 PH-Osmic, Inc.
3/4 PH-Commercial Vehicle Appeal, 5184 Rochester Road
3/4 PH-Dangerous Building, 1800 E Long Lake
3/18 PH-1783 E 14 Mile Rd

February 6, 2002

TO: The Honorable Mayor and City Council

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

SUBJECT: **Projects Approved for FY 2005 in the Transportation Improvement Program (TIP)**

The City of Troy was successful again this year in securing federal funds for major road projects in the City. The approved federal share, $7,200,000 in the TIP for FY 2005 is an increase of over $1,500,000 from FY 2004. The projects, by phase, as approved are listed below:

PROJECT	PHASE	FEDERAL	LOCAL
Rochester Road, Barclay to Trinway	ROW	$3,200,000	$800,000
John R, Square Lake to South Blvd.	ROW	$800,000	$200,000
Dequindre, Long Lake to Auburn**	ROW	$3,200,000	$800,000
TOTAL FY 2005		**$7,200,000**	**$1,800,000**

** The Dequindre project was submitted by the Road Commission for Oakland County who will be the lead agency on this project.

Also attached is a summary of the major road projects approved for funding from FY 1998 through FY 2005. The total federal funds committed to major roads in Troy is nearly $49,000,000 with a corresponding local match of approximately $24,000,000.

Prepared by: William J. Huotari, Deputy City Engineer
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MAJOR ROAD FEDERAL FUNDS

Agency	Project	Phase	Year	Federal	Local	Source	Comments
			1998				
TROY	14 Mile & John R Landscaping	CON	1998	248,000	62,000	STPE	Obligated
RCOC	Crooks, Square Lake to Auburn	ROW	1998	1,908,000	477,000	C	XXXXXXXXXXXXX
	1998 TOTAL			**2,156,000**	**539,000**		
			1999				
TROY	Rochester, Torpey to Barclay	PE	1999	370,000	93,000	STP	Obligated
	1999 TOTAL			**370,000**	**93,000**		
			2000				
TROY	Big Beaver, Livernois to Rochester	PE	2000	380,000	95,000	C	Obligated
RCOC	Dequindre, Wattles to Long Lake	CON	2000	1,000,000	250,000	C	XXXXXXXXXXXXX
	2000 TOTAL			**1,380,000**	**345,000**		
			2001 * Program by September 1, 2001 *****				
RCOC	Big Beaver, Adams to Coolidge & I75 to Livernois	CON	2001	5,800,000	1,450,000	C	XXXXXXXXXXXXX
TROY	Big Beaver, Livernois to Rochester	CON	2003			STP	AC 2001
TROY	Wattles, East & West of Rochester	PE	2001	64,000	16,000	STP	Obligated
TROY	Maple, Eton to Coolidge	PE	2001	40,000	19,000	C	Obligated
TROY	Crooks, Extend LT Storage EB @ Kirts	CON	2001	0	36,000	CMAQ	By City
TROY	Crooks @ Kirts - Signal Revisions	CON	2001	61,000	15,000	CMAQ	Obligated
	2001 TOTAL			**5,965,000**	**1,536,000**		
			2002 * Program by September 1, 2002 *****				
TROY	Big Beaver, Rochester to Dequindre	PE	2002	88,000	22,000	STP	App. To MDOT
TROY	Stephenson, 14 Mile to I-75	PE	2002	96,000	24,000	STP	
TROY	Big Beaver, Rochester to Dequindre	ROW	2002	3,360,000	840,000	C	
RCOC	Dequindre, Long Lake to Auburn	PE	2002	440,000	110,000	C	XXXXXXXXXXXXX
TROY	John R, Long Lake to Square Lake	PE	2002	118,000	29,000	C	
TROY	John R, Square Lake to South Boulevard	PE	2002	118,000	29,000	C	
TROY	Livernois, Long Lake to Square Lake	PE	2002	176,000	44,000	C	
TROY	Long Lake, Carnaby to John R	CON	2002	2,400,000	600,000	STP	App. To MDOT
TROY	Long Lake, John R to Dequindre	CON	2003			STP	AC 2002-App to MDOT
TROY	Maple, Eton to Coolidge	CON	2003			STP	AC 2002
TROY	Maple, Eton to Coolidge	CON	2004			STP	AC 2002
TROY	Rochester, Barclay to Trinway	PE	2002	500,000	125,000	C	
TROY	WB Maple RTL @ Coolidge	CON	2002	51,000	21,000	CMAQ	
	2002 TOTAL			**7,347,000**	**1,844,000**		
			2003 * Program by September 1, 2003 *****				
TROY	Big Beaver, Livernois to Rochester	CON	2003	0	11,000,000	STP	Obligated
TROY	Maple, Eton to Coolidge	CON	2003	908,000	228,000	STP	
TROY	Long Lake, John R to Dequindre	CON	2003	5,300,000	1,327,000	STP	
RCOC	Crooks, Square Lake to Auburn	CON	2003	9,740,000	2,435,000	C	XXXXXXXXXXXXX
RCOC	Maple, Crooks to Dequindre	CON	2003	1,625,000	406,250	RRR	XXXXXXXXXXXXX
TROY	John R, Long Lake to Square Lake	ROW	2003	400,000	100,000	C	
TROY	Coolidge, LT Storage under I75	CON	2001	41,000	41,000	CMAQ	
TROY	Wattles RTL @ Forsyth	CON	2001	91,000	91,000	CMAQ	
TROY	SB Dequindre RTL & EB Square Lake RTL's	CON	2001	233,000	233,000	CMAQ	
TROY	EB & WB Square Lake @ John R RTL's	CON	2001	106,000	106,000	CMAQ	
TROY	NB & SB Square Lake @ John R RTL's	CON	2002	106,000	106,000	CMAQ	
TROY	Wattles, EB & WB RTL's @ Coolidge	CON	2002	138,000	138,000	CMAQ	
TROY	City of Troy TDM Program - Phase I	STUDY	2003	48,750	16,250	CMAQ	
TROY	NB Rochester RTL at South Blvd	CON	2003	50,000	50,000	CMAQ	
	2003 TOTAL			**18,786,750**	**16,277,500**		
			2004 * Program by September 1, 2004 *****				
TROY	Maple, Eton to Coolidge	CON	2004	1,092,000	508,000	STP	
TROY	Wattles, East & West of Rochester	ROW	2004	1,920,000	480,000	STP	
TROY	Big Beaver, Rochester to Dequindre	CON	2004	2,200,000	603,000	STP	
RCOC	Maple, Coolidge to Crooks	CON	2004	435,000	108,750	RRR	XXXXXXXXXXXXX
	2004 TOTAL			**5,647,000**	**1,699,750**		
			2005 * Program by September 1, 2005 *****				
TROY	Rochester, Barclay to Trinway	ROW	2005	3,200,000	800,000	C	
TROY	John R, Square Lake to South Boulevard	ROW	2005	800,000	200,000	C	
RCOC	Dequindre, Long Lake to Auburn	ROW	2005	3,200,000	800,000	C	XXXXXXXXXXXXX
	2005 TOTAL			**7,200,000**	**1,800,000**		
	TOTALS			**48,851,750**	**24,134,250**		**72,986,000**

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January 29, 2002

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
Charles T. Craft, Chief of Police
Wendell Moore, Research and Technology Administrator

SUBJECT: Year 2001 Police Department Calls for Service Statistics

Attached is a spreadsheet detailing calendar year 2001 calls for police service, criminal offenses, arrests, clearance rates, traffic crashes, and citations issued. This report complies with National Incident Based Reporting System (NIBRS) requirements. Attached also is spreadsheet detailing a 10-year history of such occurrences. For the purposes of comparison, the 10-year history is formatted into Part 1, Part 2, Part 3, and Part 4 categories. The NIBRS system is relatively new and without reformatting makes year-to-year comparison difficult.

During the year 2001, Group A incidents, typically referred to as serious crime, decreased by 5.6% (239 actual incidents) from 2000 levels. Within Group A, the only crime to show a significant increase, both in terms of percentages and actual incidents, was Motor Vehicle Theft, which increased by 52.3% (69 incidents). As noted in the year 2001 third quarter report, due to a lack of funding the Curtail Auto Theft Unit (CAT), which focused its enforcement efforts of Southeast Oakland County, was disbanded. It is too early to determine if this increase is the result of the disbanding of CAT, the beginning of a trend, or the result of other factors. A review of the 10-year history shows that such occasional surges are not unusual and do not always indicate the development of a trend. We continue to monitor the situation.

Group A crime showing a significant decrease from 2000 levels include:

- Larceny /Theft Offenses -5.9% (107 incidents)
- Breaking & Entering -9.8% (34 incidents)
- Destruction/Damage/Vandalism -20.8% (133 incidents)
- Forcible Sex Offenses -28.0% (7 incidents)

Group B incidents decreased 2.6% (81incidents) from 2000 levels. Most significant is the 28.6% decrease (22 incidents) in Bad Check cases. Bad checks typically consume a great deal of investigative time. This decrease allowed investigators to devote more investigative time to other cases.

Together, Group and B crime decreased 4.4% or 320 incidents. Correspondingly, arrests for Group A and B crimes decreased 3.6% (47 actual arrests). Clearances rates for both Group A and B crime remain high, 37.6% and 61.3% respectively.

False alarms continue to drop. The department responded to 350 fewer false alarms in 2001 than in 2000. This represents a decrease of 6.1%.

Traffic crashes saw a decrease of 6.2% (58 crashes) in the injury crash category, 15.7% (510 crashes) in the property damage crash category, and 6.6% (95 crashes) in the private property category. There were 9 fatal crashes in 2001 as compared to 8 in 2000. In total, there were 662 fewer reported traffic crashes. The total number of reported traffic crashes, 4973, is the lowest total we have experienced since 1993.

Overall, total calls for police service decreased by 5.3% or 2410 calls.

Hazardous traffic violation citations increased by 8.3% (1010 citations). Non-hazardous and license/title/registration violations decreased. In part, this is reflective of the Police Department's philosophy of emphasizing the resolution of problems, in this case through traffic enforcement.

This information will be posted on our website in the near future. Please feel free to contact Chief Craft or Wendell Moore should you require additional information.

Troy Police Department

Annual 2001/2000 Comparison

	INCIDENTS			OFFENSES			ARRESTS			CLEARANCES	
	Annual		Percent	Annual		Percent	Annual		Percent	Annual	Percent
Group A Crime Categories	**2001**	**2000**	**Change**	**2001**	**2000**	**Change**	**2001**	**2000**	**Change**	**2001**	**Change**
Arson	19	6	216.7%	19	6	216.7%	7	1	600.0%	13	68.4%
Assault Offenses	657	692	-5.1%	662	701	-5.6%	135	152	-11.2%	436	65.9%
Bribery	0	0	NC	0	0	NC	0	0	NC	0	0.0%
Breaking and Entering	314	348	-9.8%	316	352	-10.2%	34	33	3.0%	30	9.5%
Counterfeiting/Forgery	69	51	35.3%	72	53	35.8%	21	19	10.5%	18	25.0%
Destruction/Damage/Vandalism	505	638	-20.8%	549	669	-17.9%	10	28	-64.3%	57	10.4%
Drug/Narcotic Offenses	155	164	-5.5%	294	300	-2.0%	189	205	-7.8%	289	98.3%
Embezzlement	115	113	1.8%	120	119	0.8%	71	46	54.3%	59	49.2%
Extortion/Blackmail	0	0	NC	0	0	NC	0	0	NC	0	0.0%
Fraud Offenses	201	202	-0.5%	221	228	-3.1%	93	90	3.3%	85	38.5%
Gambling Offenses	0	0	NC	0	0	NC	0	0	NC	0	0.0%
Homicide Offenses	0	2	-	0	2	-	0	1	-	0	0.0%
Kidnapping/Abduction	1	3	-66.7%	1	3	-66.7%	0	0	NC	0	0.0%
Larceny/Theft Offenses	1,712	1,819	-5.9%	1,735	1,839	-5.7%	615	643	-4.4%	545	31.4%
Motor Vehicle Theft	201	132	52.3%	209	135	54.8%	13	6	116.7%	15	7.2%
Pornography/Obscene Material	1	1	NC	1	1	NC	0	0	NC	0	0.0%
Prostitution Offenses	1	1	NC	2	1	100.0%	2	3	-33.3%	2	100.0%
Robbery	18	19	-5.3%	18	21	-14.3%	9	11	-18.2%	6	33.3%
Sex Offenses, Forcible	18	25	-28.0%	18	26	-30.8%	15	16	-6.3%	10	55.6%
Sex Offenses, Nonforcible	0	0	NC	0	0	NC	0	0	NC	0	0.0%
Stolen Property Offenses	6	20	-70.0%	17	31	-45.2%	10	19	-47.4%	17	100.0%
Weapon Law Violations	23	19	21.1%	33	30	10.0%	19	17	11.8%	31	93.9%
Group A Total	4,016	4,255	-5.6%	4,287	4,517	-5.1%	1,243	1,290	-3.6%	1,613	37.6%
Group B Crime Categories											
Bad Checks	55	77	-28.6%	55	88	-37.5%	21	26	-19.2%	17	30.9%
Curfew/Loitering/Vagrancy	8	0	+	10	1	900.0%	0	0	NC	5	50.0%
Disorderly Conduct	527	492	7.1%	548	519	5.6%	21	36	-41.7%	68	12.4%
Driving Under the Influence	476	470	1.3%	489	485	0.8%	469	469	NC	482	98.6%
Drunkenness	1	1	NC	1	1	NC	1	1	NC	1	100.0%
Family Offenses, Nonviolent	17	24	-29.2%	24	32	-25.0%	6	3	100.0%	24	100.0%
Liquor Law Violations	86	101	-14.9%	170	179	-5.0%	160	209	-23.4%	168	98.8%
Peeping Tom	0	1	-	0	2	-	0	1	-	0	0.0%
Runaway (Under 18)	32	57	-43.9%	32	57	-43.9%	0	0	NC	30	93.8%
Trespass of Real Property	9	12	-25.0%	11	13	-15.4%	3	5	-40.0%	9	81.8%
All Other	1,792	1,849	-3.1%	1,943	2,026	-4.1%	910	969	-6.1%	1,210	62.3%
Group B Total	3,003	3,084	-2.6%	3,283	3,403	-3.5%	1,591	1,719	-7.4%	2,014	61.3%
Group A and B Total	7,019	7,339	-4.4%	7,570	7,920	-4.4%	2,834	3,009	-5.8%	3,627	47.9%

Above data includes both completed and attempted offenses.

Troy Police Department

Annual 2001/2000 Comparison

	INCIDENTS			OFFENSES			ARRESTS			CLEARANCES	
	Annual		Percent	Annual		Percent	Annual		Percent	Annual	Percent
Description	**2001**	**2000**	**Change**	**2001**	**2000**	**Change**	**2001**	**2000**	**Change**	**2001**	**Change**
Alarms	5,414	5,764	-6.1%	5,414	5,764	-6.1%	NA	NA	NA	NA	NA
All Other	30,382	32,104	-5.4%	30,940	32,749	-5.5%	750	758	-1.1%	NA	NA
Group C Miscellaneous Total	35,796	37,868	-5.5%	36,354	38,513	-5.6%	750	758	-1.1%	NA	NA
Group E Fire Total	140	158	-11.4%	140	158	-11.4%	NA	NA	NA	NA	NA
Grand Totals	42,955	45,365	-5.3%	44,064	46,591	-5.4%	3,584	3,767	-4.9%	3,627	47.9%

Traffic Crashes and Citations

Reportable Traffic Crashes			
Personal Injury	882	940	-6.2%
Property Damage	2,737	3,247	-15.7%
Fatal	9	8	12.5%
Total Reportable	3,628	4,195	-13.5%
Private Property Crashes	1,345	1,440	-6.6%
Crashes Grand Total	4,973	5,635	-11.7%

2001 Alcohol Involved Crashes

4.8% involved alcohol.

1.5% involved alcohol.

11.1% involved alcohol.

2.3% of all reportable crashes involved alcohol.

Traffic Citations			
Hazardous	13,250	12,240	8.3%
Non-hazardous	805	1,067	-24.6%
License, Title, Registration	3,356	3,950	-15.0%
Parking	1,717	1,479	16.1%
Traffic Citations Total	19,128	18,736	2.1%

ACTUAL INCIDENTS BY CRIME CLASS GROUP

TEN YEAR TREND

Part I Offenses	2001	2000	1999	1998	1997	1996	1995	1994	1993	1992
Criminal Homicide	0	2	0	1	4	3	3	1	1	1
Forcible Rape	7	12	7	11	6	10	8	5	13	8
Robbery	18	19	15	21	23	30	26	28	29	25
Aggravated Assault	45	49	50	65	64	60	58	72	93	90
Burglary	314	348	264	385	427	386	431	425	482	577
Larceny	1,712	1,819	1,915	2,347	2,659	2,691	2,756	2,533	2,577	2,421
Motor Vehicle Theft	201	132	157	164	205	292	242	310	335	388
Arson	19	6	3	4	7	15	18	11	22	26
Total Part I	2,316	2,387	2,411	2,998	3,395	3,487	3,542	3,385	3,552	3,536
Part II Crimes										
Negligent Homicide	2	0	3	1	1	0	0	0	0	1
Non-Aggravated Assault	286	318	319	330	379	434	380	398	380	400
Forgery/Counterfeiting	69	51	58	41	41	54	47	39	44	48
Fraud	256	279	317	299	285	269	255	251	225	232
Embezzlement	115	113	105	113	84	107	86	68	68	68
Stolen Property	6	20	22	16	21	41	36	31	25	24
Vandalism	505	638	521	770	735	773	974	913	998	1,267
Weapons	23	19	22	24	24	25	18	21	21	28
Accosting and Soliciting	1	1	2	0	2	1	0	1	0	0
Sex Offenses	36	39	47	44	50	65	49	45	71	69
Narcotics	128	133	147	143	124	139	137	84	45	58
Gambling	0	0	0	1	0	0	1	0	0	0
Family and Children	17	24	12	15	7	24	32	50	42	31
OUIL/OUIN	476	470	452	580	399	370	410	312	240	264
Liquor Laws	86	101	69	120	84	97	73	58	61	90
Disorderly	128	133	111	117	93	217	213	229	232	294
All Other Offenses	2,568	2,612	2,822	2,920	2,593	2,714	2,562	2,540	2,234	2,280
Total Part II	4,702	4,951	5,029	5,534	4,922	5,330	5,273	5,040	4,686	5,154
Total Part I & II	7,018	7,338	7,440	8,532	8,317	8,817	8,815	8,425	8,238	8,690
Total Part III	35,797	37,869	37,787	36,738	34,966	36,019	36,322	34,209	31,189	30,112
Total Part V Fire	140	158	144	149	133	204	264	230	404	587
Total Incidents	42,955	45,365	45,371	45,419	43,416	45,040	45,401	42,864	39,831	39,389
Traffic Citations										
Hazardous	13,250	12,240	11,621	11,627	9,800	9,727	9,957	8,122	6,890	8,489
Non-Hazardous	4,161	5,017	5,797	6,091	5,547	5,610	5,256	4,422	3,261	4,018
Parking	1,717	1,479	1,686	2,163	1,513	1,534	1,705	1,852	1,507	1,780
Total Citations	19,128	18,736	19,104	19,881	16,860	16,871	16,918	14,396	11,658	14,287
Traffic Crashes										
Property Damage	2,737	3,247	3,049	3,078	3,017	3,010	2,939	2,744	2,502	2,435
Personal Injury	882	940	930	1,008	1,060	1,149	1,126	1,132	1,018	937
Fatal	9	8	8	3	4	8	9	8	8	3
Total State Reportable	3,628	4,195	3,987	4,089	4,081	4,167	4,074	3,884	3,528	3,375
Private Property	1,345	1,440	1,479	1,491	1,406	1,489	1,353	1,296	1,297	1,399
Total Crashes	4,973	5,635	5,466	5,580	5,487	5,656	5,427	5,180	4,825	4,774

February 8, 2002

TO: Honorable Mayor and City Council

FROM: John Szerlag, City Manager
Doug Smith, Real Estate and Development Director

SUBJECT: Oakland/Troy Airport

Attached is a recent article from the February 5, 2002 Oakland Press, which discussed a mix up in the Federal Transportation Bill that was awarding dollars for the "Troy Municipal Airport". As the article describes, both Michigan and Alabama Legislators thought it was their appropriation. At the end of the day, it was Alabama that got the funding for the extension of the runway. However, there is a request in for monies for the expansion of the runway at Oakland/Troy Airport. Although Alabama won this time, the Legislators will continue to work to try to acquire money for Oakland County that would be earmarked for the expansion of the runway. Staff wanted to keep Council apprised because we have been working with the Airport to explore ways that the Executive Airport could be improved. Executive aviation has been on the rise generally and even more since September 11, 2001, with renewed attention from large and small companies alike. Overall, continuing to improve the Oakland/Troy Airport is one more way to retain our existing companies and attract new companies into the area.

Cc: Brooks Patterson

DS/pg

Senator blasted for funds mix-up

By LEE DRYDEN
Of The Oakland Press

State Rep. Andrew Raczkowski is using a mix-up about federal funding for a local airport to demonstrate his contention that U.S. Sen. Carl Levin is out of touch with Michigan.

■ TROY

Raczkowski, R-Farmington Hills, is running against Levin, a Detroit Democrat who was first elected in 1978. The challenger had a news conference Monday to draw attention to reports that Levin and fellow Democratic U.S. Sen. Debbie Stabenow of Lansing mistakenly issued a statement saying an airport in Troy received $2 million for security fencing and a runway.

The money was earmarked for an airport in Troy, Ala.

During the media event at the Oakland/Troy Airport in Michigan, Raczkowski displayed maps of Michigan and Alabama with the two Troys circled. While suggesting that Levin needs a geography lesson, Raczkowski blasted the longtime senator for taking credit for securing funding that never arrived.

"To make a gaffe like this, it just shows we need a senator from Michigan — for Michigan," Raczkowski said, while suggesting Levin lives mainly in Washington, D.C.

Levin spokeswoman Tara Andringa and Stabenow spokesman Dave Lemmon said the error was quickly corrected before the misinformation was reported by any media.

"Troy Municipal Airport" was listed among the funded projects in a transportation appropriations bill that is "several inches thick," Andringa said. Although the state was not included with the airport name, confusion resulted because it was listed along with other Michigan projects in the bill, Lemmon said.

Andringa said she had no comment on Raczkowski's criticism of Levin, although she and Lemmon pointed out the two Democratic senators have helped bring money to Michigan for numerous transportation projects, including many at airports.

But Raczkowski said a change is needed in Washington because Michigan residents don't get their fair share of funding for projects in relation to the taxes they pay.

Levin

Raczkowski

Raczkowski said he is working to secure state funds for the Troy airport. Ralph Iglio, general manager of Troy Executive Aviation, which oversees the airport for Oakland County, said an extended runway would allow for increased business at the facility.

Many companies want to use the airport because of its central location and close proximity to Interstate 75, Iglio said.

O. Press 2-5-02

Oakland Troy Airport aims for better service through expansion

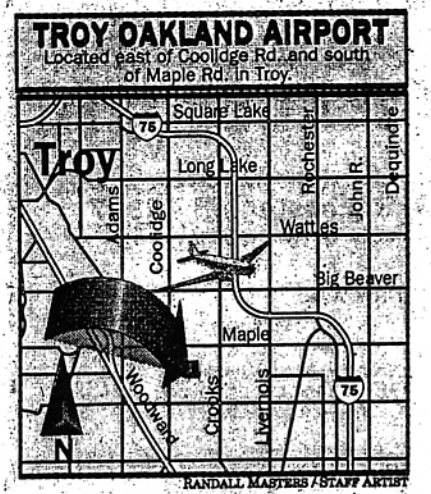
BY SARA CALLENDER
STAFF WRITER
scallender@oe.homecomm.net

The first phase of construction at the Oakland Troy Airport, which includes more office and hanger space, is expected to be completed this month.

"The goal is to better accommodate the community," said Nick Esposito, president of Troy Executive Aviation, which oversees the business operations at the airport. "We've outgrown the facilities we had. We needed more hanger space to service both business and private planes.

"During the week, the whole ramp is full. We're trying to keep up with business."

The $2-million construction project features two 12,000-square-foot hangers, 6,000 square feet of office space and a passenger terminal. Final renovations will be completed early next year.



RANDALL MASTERS / STAFF ARTIST

The airport covers about 65 acres off Coolidge, south of Maple, where it has been located since 1944. It has a 3,550-foot runway.

The county's other airport is the larger Oakland County International Airport in Pontiac, which is owned and operated directly by the county.

"Troy has a really small airport for the business we get," Esposito said.

About 190 planes, both corporate and private, are currently housed at Troy's airport and there is a waiting list of more than 100 planes for the new hangers.

Please see AIRPORT, A3

February 12, 2002

TO: MAYOR AND MEMBERS OF CITY COUNCIL

FROM: LORI GRIGG BLUHM, CITY ATTORNEY
ALLAN T. MOTZNY, ASSISTANT CITY ATTORNEY

RE: TALEB v TROY AND NEIMAN MARCUS

The above-referenced case was filed in the Oakland County Circuit Court by Fouad and Jawan Taleb against the City and its police department and Neiman Marcus concerning an incident that occurred on March 13, 2001. On that date, Neiman Marcus called the Troy Police to report that a person suspected of previously using stolen money orders was now in the store requesting a refund check. The suspect was identified by Neiman Marcus loss prevention officers. As the police were watching, the suspect met up with a female and the two of them exited the store and entered a vehicle parked at the valet curb. Troy officers approached the vehicle and the two subjects were removed and placed into restraints. The female was later released at the scene after representatives of Neiman Marcus revealed that she was not involved in the previous incident. The male was taken into custody for further questioning, but was released immediately after receiving a call from a Neiman Marcus employee indicating that in a subsequent review of the security tapes, the suspect was not the person who actually signed the stolen money orders.

The lawsuit alleged several tort claims including, false arrest, false imprisonment, assault and battery, intentional infliction of mental distress, libel and slander, and violation of civil rights based on racial discrimination. The complaint alleged damages exceeding $500,000. Troy filed a motion for summary disposition requesting a dismissal of the entire case against the City and police department. The hearing on the motion was held February 6, 2002, and on that date, the Honorable Gene Schnelz, Oakland County Circuit Judge, granted the motion and dismissed plaintiff's case against the police department and the City. The Court also denied plaintiff's request to amend its complaint to add the individual police officers as defendants. A written order of dismissal will be entered with the Court.

After the Order of dismissal is entered, Troy will file a motion requesting plaintiffs be ordered to pay costs and attorney fees, based on their rejection of the case evaluation.

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

cc: Sgt. Don Zimmerman
Sgt. Mike Kerr
Officer Jay Reynolds
Officer Kirk Linton
Officer Greg Weig
Officer David Beekman

February 12, 2002

TO: MAYOR AND MEMBERS OF COUNCIL

FROM: LORI GRIGG BLUHM, CITY ATTORNEY

RE: SARHAN v. TROY POLICE DEPARTMENT

Enclosed please find the order voluntarily dismissing the lawsuit filed by Hind Sarhan against the City of Troy and Target Corporation d/b/a Hudson's. The order is with prejudice, but without costs, and was agreed to after discovery was commenced.

In her lawsuit, Ms. Sarhan sought damages in excess of $75,000 (the federal jurisdictional limit). The complaint alleged false arrest, excessive force, assault and battery, intentional infliction of emotional distress, gross negligence and conspiring with the co-defendants to violate Ms. Sarhan's civil rights.

The allegations rose out of Ms. Sarhan's arrest on February 22, 2000 for shoplifting and assault and battery on the Hudson's security guard. Ms. Sarhan pled guilty to these charges, and served 10 days in jail.

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

UNITED STATES DISTRICT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

HIND SARHAN,

Plaintiff,

vs.

CITY OF TROY, OFFICER JOHN DOE, individually and in his official capacity, TARGET CORPORATION, d/b/a HUDSON'S DEPARTMENT STORE, and JANE DOE and JAN DOE, security personal for TARGET CORPORATION,

Defendants.

Case No. 01-72931
Hon. Robert H. Cleland

MUAWAD & MUAWAD, P.C.
ELIAS MUAWAD (P41632)
Attorneys for the Plaintiff
19189 West Ten Mile Road
Southfield, MI 48075
(248) 948-1022

LORI GRIGG BLUHM (P46908)
Attorney for Troy
500 W. Big Beaver Rd.
Troy, MI 48084
(248) 524-3320

MARK D. WILLMARTH (P27967)
Attorneys for Target Corp.
645 Griswold, #2800
Detroit, MI 48226-4105
(313) 964-6300

STIPULATION OF DISMISSAL

IT HAVING BEEN AGREED UPON and stipulated to by the parties, by and through, their respective councils, that this matter is dismissed with prejudice and without costs as to all parties.

ELIAS MUAWAD (P41639)
Attorney for Plaintiff

LORI GRIGG BLUHM (P46908)
Attorney for City of Troy

MARK D. WILLMARTH (P27967)
Attorney for Target

Muawad & Muawad, P.C.
Attorneys at Law
19189 West Ten Mile Road
Southfield, MI 48075
(248) 948-1022
Fax (248) 948-1813
E-Mail: muawadpc@netperson.net

UNITED STATES DISTRICT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

HIND SARHAN,

Plaintiff,

vs.

CITY OF TROY, OFFICER JOHN DOE, individually and in his official capacity, TARGET CORPORATION, d/b/a HUDSON'S DEPARTMENT STORE, and JANE DOE and JAN DOE, security personal for TARGET CORPORATION,

Defendants.

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(248) 948-1022

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Troy, MI 48084
(248) 524-3320

MARK D. WILLMARTH (P27967)
Attorneys for Target Corp.
645 Griswold, #2800
Detroit, MI 48226-4105
(313) 964-6300

ORDER OF DISMISSAL

At a session in said Court held
in the City of Detroit, State
of Michigan

on: JAN 30 2002

PRESENT: Hon. ROBERT H. CLELAND
U.S. District Court Judge

Upon the reading and filing of the stipulation of the parties, and the Court being otherwise fully advised in the premises:

IT IS HEREBY ORDERED that this matter is dismissed with prejudice and without costs as to all parties.

ROBERT H. CLELAND
U.S. DISTRICT COURT JUDGE

A TRUE COPY
CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
BY

Muawad & Muawad, P.C.
Attorneys at Law
19189 West Ten Mile Road
Southfield, MI 48075
(248) 948-1022
Fax (248) 948-1813
E-Mail: muawadpc@netperson.net

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
John M. Lamerato, Assistant City Manager/Finance & Administration

RE: Audited Franchise Fees Funds Recovered for Years 1995, 1996 and 1997

DATE: February 12, 2002

Upon final review and agreement by all parties involved, it has been determined based upon an audited study of franchise fees for the years 1995 – 1997 that Community Media Network (CMN) is owed $8,869.43.

During the years of 1995 – 1997 the City of Troy forwarded 1% of our franchise fees to CMN for public access. The City received our portion of the recovered funds in 1999. The final distribution of these funds has been made based on an ICCA resolution at their January 16, 2002 meeting.

JML/jml

ICCA
Intergovernmental Cable Communications Authority
26815 Scotia Rd
Huntington Woods, MI 48070
Phone: 248.541.0812
Fax: 248.541.3412

February 1, 2002

1010. 4607.030
120672

Mr. John Szerlag
City Manager
500 W. Big Beaver Road
Troy, MI 48084

Re: ICCA 1999 Disbursement of the Franchise Fees Audit Funds Recovered for Years 1995, 1996 and 1997

Dear Mr. Szerlag:

In 1999 the ICCA received $295,014 for the understated gross revenues from the cable television franchisee for calendar years 1995, 1996 and 1997. The understatement thus resulted in an underpayment of franchise fees in the amount of $245,845.05 (five percent (5%) of $4,916,901) and underreported public access fees of $46,169 (one percent (1%) of $4,916,901) a total underpayment of $295,014.

The ICCA distributed the entire $295,014 to the member communities or CMN. Unfortunately, due to a mathematical error the distribution resulted in an overpayment of franchise fees to the member communities and an underpayment of public access fees to CMN. The cities received $292,064. They were entitled to only receive $245,845. CMN received $2,950. It was entitled to receive $46,219. The ICCA retained none of these funds.

Over several months, the resolution of this issue has been publicly discussed by the ICCA and with CMN. At the ICCA meeting of January 16, 2002 the ICCA Board passed a Resolution requesting that each member community repay to ICCA the amount that was overpaid and that was due CMN. The ICCA recognizes that it is up to the individual legislative bodies of each municipality to determine whether this remittance would be made. If you choose to remit funds, please send them to the ICCA so that we may in turn distribute them to CMN.

Enclosed you will find an attached exhibit showing the amounts that each community received, the amount that they should have received and the overpayment, which is due from the municipalities to CMN.

If you have any questions regarding this matter, please do not hesitate to contact the undersigned or Mr. Tony Lehmann, our Treasurer at Huntington Woods or our legal counsel, Timothy J. Currier at Beier Howlett, P.C.

Very truly yours,

Cindy Stewart

Cindy Stewart
Chairperson of the
Intergovernmental Cable Communications Authority

CMN DISTRIBUTION - RECALCULATION

	ORIGINAL DISTRIBUTION	NEW DISTRIBUTION	AMOUNT DUE FROM MUNICIPALITIES	ORIGINAL PERCENTAGE
Auburn Hills	19,825.00	16,686.73	3,138.27	6.79%
Berkley	16,504.00	13,892.63	2,611.37	5.65%
Clawson	14,775.00	12,436.32	2,338.68	5.06%
Ferndale	20,675.00	17,402.69	3,272.31	7.08%
Huntington Woods	7,240.00	6,093.77	1,146.23	2.48%
Oakland Township	9,460.00	7,962.50	1,497.50	3.24%
Pleasant Ridge	2,950.00	2,487.81	462.19	1.00%
Rochester	8,525.00	7,175.41	1,349.59	2.92%
Rochester Hills	66,440.00	55,925.18	10,514.82	22.75%
Royal Oak	69,625.00	58,606.39	11,018.61	23.84%
Troy	56,045.00	47,175.57	8,869.43	19.19%
TOTAL Distributed to cities	292,064.00	245,845.00	46,219.00	100.00%
TOTAL Distributed to CMN	2,950.00	46,219.00		
GRAND TOTAL AVAILABLE	295,014.00	292,064.00		
TOTAL Due From Municipalities	46,219.00			
TOTAL Originally paid CMN	2,950.00			
TOTAL SETTLEMENT 16.66% of $295,014.0	49,169.00			

24/0112:26:10 PM

CMN_DUE.123

February 11, 2002

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager

SUBJECT: Exclusive Use of Park Open Space

Last year the Angel Society requested to reserve a portion of Firefighters Park to have a fundraiser in the form of a doggie wedding. The matter was deferred until a more thorough review of the issue could be undertaken.

To give you a sense of where we are on this issue, City management currently permits exclusive use of pavilions in our parks. However, use of open space per se for special events is sent to City Council. It's worth noting that this practice does not reflect the parks general regulations contained in Chapter 26 of our ordinances. Specifically, Section 3.1 (1)(e) of Chapter 26 reads that

> "Special permission to use the park may be authorized by the City Manager to civic, social, church and club groups and the like, and to visiting dignitaries, officers of other governmental agencies, city employees, and in such other such special instances where, in the judgment of the Manager, the issuance of special permission will serve the public benefit and welfare."

The above regulation was written 38 years ago. And candidly, I'm uncomfortable with it because determining a community value requires a continuity that transcends an individual. It thus makes more sense to have City Council make these decisions as one of your primary roles is to develop policy that reflects community values. If you agree with this reasoning, we should first focus on standards as opposed to specific events. As such, I'm requesting a discussion on this issue under the *Reports and Communications* section of the February 18, 2002 City Council agenda. It would be helpful to get a sense of direction on the following issues:

1. Should residents and Troy-based non-profit groups be able to reserve park open space? What about Troy-based for-profit groups, non-residents, and non-profit and for-profit groups based outside of Troy?

2. If the answer to any of the above is yes:

    a. Should reserved open space be limited to a maximum dimension or percentage of park area?

    b. Should the City require liability insurance from the user group?

    c. How will the City recover any costs associated with the event?

Based on your input, staff will then develop a proposed policy for your consideration.

Before closing, attached you will find some research done by Laura Fitzpatrick relative to other communities reserving open space in parks.

As always, please feel free to contact me should you have any questions.

JS/mr\2002\To M&CC\Re Exclusive use of Park Open Space

c: Gary A. Shripka, Assistant City Manager/Services
Carol Anderson, Director of Parks and Recreation
Lori Bluhm, City Attorney
Laura Fitzpatrick, Assistant to the City Manager
Ms. Jan Zukhakis

City Manager's Office

Memo

To: John Szerlag, City Manager

From: Laura Fitzpatrick, Assistant to the City Manager

Date: February 13, 2002

Re: Policies re: Special Events on Public Property

You posed the question: Do other communities have policies dictating reservation of park land/open space?

Many Michigan municipalities have special event policies which allow for the reservation of park land. The following have detailed policies: Plymouth, Farmington, Garden City, Battle Creek, Chelsea, Ann Arbor, Traverse City, St. Clair, Ferndale, and New Baltimore.

I have reviewed the aforementioned policies. Common elements in these policies include:

- **Approval Criteria**
  - Examples:
    - "That the proposed activity or use of the park land will not unreasonably interfere with or detract from the general public's enjoyment of the park or public land" (Traverse City, MI)
    - "That the proposed activity or use will not cause damage to trees, benches, landscaping, or other components of the facility" (Traverse City, MI)
    - residency requirement to make a reservation (many communities require residency of the person making the reservation)

(Approval Criteria Examples, cont'd):

- Battle Creek, MI:
  - For community-wide, profit, and nonprofit events with anticipated attendance of 500 plus will require submittal of a Special Event application three months in advance of the scheduled event.
  - Event organizers of community-wide, profit, and nonprofit events with an anticipated attendance of 500 plus must meet with the City of Battle Creek Special Review Committee. This meeting will b scheduled by the City Clerk upon receipt of the initial request.
  - Community-wide, profit, and nonprofit special events anticipating an attendance of 500 or less will require submittal of a Special Event Application two months in advance of the scheduled event.
  - Nonprofit organizations conducting fundraising activities will require submittal of a Special Event Application request one month in advance of the scheduled activity.

- **Criteria for which events the City will provide support**

  - Example:

    - Plymouth, MI

    City will provide support (clean-up costs) to special events on the following basis:

    - City Operated Events
    - Co-Sponsored Events
    - Other Non-Profit Events: up to $400 in City labor, etc.
    - Other For-Profit Events: "…must be beneficial to the City and the public, subject to an additional Use Charge for the use of public property, which is approved for each event. In addition, these events must pay 100% of all City costs related to the event. These events must meet the other requirements of the special event policy, and must reimburse the City for any costs in addition to the payment of the established rent. The minimum additional Use Charge shall be $250.00 per day. (Examples Include: *Art in the Park, Auto Shows, Commercial Filming*)
    - Political or Ballot Issue Events: The City will allow Political or Ballot Issue events providing that the political party, candidate, or political organization pay 100% of all costs including a minimum facility fee of $250.00 per day."

- **Clean-Up Fees**

  - Example:

    - "Your organization is responsible for clean-up. This includes repairing any damage to done to the grass…If festival rides or pedestrian traffic damage this area, it must be repaired. A $100 clean-up deposit is required…" (Garden City, MI)

- **Provisions for Noise**

  - Example:

    - "[Event] sponsors must be aware that noise generated by the event could have an impact on the neighborhoods near the event site. Sponsors must be considerate of the neighborhood and be aware of the City Noise Ordinance." (Plymouth, MI)

February 12, 2002

TO: MAYOR AND MEMBERS OF COUNCIL

FROM: LORI GRIGG BLUHM, CITY ATTORNEY

RE: MDCR (EX. REL ALETA B. CURRY) V. TROY

Enclosed please find a faxed copy of the dismissal of the Michigan Department of Civil Rights complaint filed by Aleta B. Curry against the City of Troy. Also enclosed please find a copy of the order of dismissal, concluding the circuit court discovery matter stemming from the same complaint.

As you are aware, Ms. Curry was pulled over for an expired license plate (a misdemeanor). She pled responsible for a reduced charge of having an improperly displayed license plate (a civil infraction).

The Michigan Department of Civil Rights, after receiving volumes of the requested documentation, has dismissed this complaint against the Troy police department, "with no finding of a violation of Michigan civil rights laws or any admission of liability."

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

DISMISSAL OF MDCR CLAIM NUMBER 163756-LE 66

The parties, the Michigan Department of Civil Rights, ex rel Aleta B. Curry, (Claimant) and the City of Troy Police Department and its employees, (Respondent) have arrived at a satisfactory resolution of MDCR Claim Number 163756-LE66. The parties voluntarily agree to be bound by the following terms:

A. MDCR Claim Number 163756-LE 66 shall be voluntarily dismissed, without any finding of a violation of Michigan civil rights laws or any admission of liability on behalf of the City of Troy Police Department or its employees.

B. The MDCR shall immediately return all documents that were produced pursuant to a protective order in Oakland County Circuit Court case number 01-033461.

C. The parties shall immediately thereafter sign a stipulation and order of dismissal with prejudice and without costs of the lawsuit filed in the Oakland County Circuit Court, Case Number 01-033461.

D. The claimant agrees not to sue the respondent with respect to any matters pertaining to MDCR Claim Number 163756-LE 66.

E. When receiving any media inquiries or requests under the Freedom of Information Act (FOIA), the parties (and their agents, employees, heirs, or executors) agree to respond only by producing a copy of the filed complaint and any other documentation that is not covered by the above referenced protective order. In addition, the parties shall also be required to indicate in response to any media inquiry or FOIA request that the matter has been dismissed with no finding of a violation of Michigan civil rights laws or any admission of liability.

F. The parties agree not to retaliate against each other or any other person or agency that participated in any manner in Claim Number 163756-LE 66.

Aleta B. Curry
Claimant

Charles T. Craft
Troy Chief of Police

Reviewed and Approved:

W. Ann Warner
MDCR Attorney

Lori Grigg Bluhm
Troy City Attorney

STATE OF MICHIGAN

OAKLAND COUNTY CIRCUIT COURT

MICHIGAN DEPARTMENT OF CIVIL
RIGHTS, ex rel. ALETA B. CURRY,

Plaintiff-Petitioner,

v

TROY POLICE DEPARTMENT,

Defendant-Respondent

_____/

JENNIFER M. GRANHOLM
Attorney General

Angelita Espino (P41933)
Assistant Attorney General
Attorney for Plaintiff-Petitioner
Cadillac Plaza
3030 W. Grand Blvd., Ste10-200
Detroit, MI 48202
(313) 456-0200

CITY OF TROY-CITY ATTORNEY'S OFFICE
By: Lori Grigg Bluhm (P46908)
Attorney for Defendant-Respondent
500 W. Big Beaver Road
Troy, MI 48084
(248) 524-3320

_____/

STIPULATED ORDER OF DISMISSAL

At a session of said Court held in the
Courthouse in the City of Pontiac,
Oakland County, MI
on: FEB 06 2002

PRESENT: HONORABLE STEVEN N. ANDREWS, CIRCUIT JUDGE

The parties having stipulated and agreed to dismissal of the above-captioned matter, and the Court being fully advised in the premises;

IT IS ORDERED, that this case is dismissed with prejudice and without costs to either party.

STEVEN N. ANDREWS

Circuit Judge

Stipulated to and approved for entry:

A TRUE COPY
G. WILLIAM CADDELL
Oakland County Clerk - Register of Deeds
By _____
Deputy

Angelita Espino /per fax consent 1.22.02

Angelita Espino (P41933)
Assistant Attorney General
Attorney for Plaintiff-Petitioner

Lori Grigg Bluhm (P46908)
Attorney for Defendant-Respondent

February 13, 2002

TO: MAYOR AND MEMBERS OF CITY COUNCIL

FROM: LORI GRIGG BLUHM, CITY ATTORNEY
CAROLYN F. GLOSBY, ASSISTANT CITY ATTORNEY

RE: AUTOMOTIVE NEON LIGHTING

You have requested our opinion, in response to an inquiry from a member of the public, concerning the legality of automotive neon lighting, specifically neon lights installed upon the undercarriage of a motor vehicle.[1] When lit, these neon illuminations emit a glow beneath the vehicle's chassis. The issue presented is whether such illuminations violate City ordinance and/or other applicable law. We conclude that they do, for reasons that follow.

Troy City Code ("TCC") §106.5.73(1) provides that "[e]very vehicle on a street within this governmental unit shall be equipped with lights which shall be lighted pursuant to the provisions of **the act**." (emphasis added). The words "the act" refer to the Michigan Vehicle Code ('MVC"), MCL 257.1, *et seq*. See TCC §106.1000. Failure to obey this ordinance is a civil infraction. TCC §106.5.73(2).

The MVC provides at §257.698(4) that "unless both **covered and unlit**, a **vehicle driven** on the highways of this state **shall not be equipped with a lamp** or a part designed to be a reflection **unless expressly required or permitted by this chapter** or that meets the standards prescribed in 49 C.F.R. 571.108" (emphasis added).

Neon lamps are neither expressly required nor permitted by Chapter VI of the MVC, the chapter in which MCL 257.698 is found. Nor does the cited federal regulation set forth criteria for vehicle lighting that apply to neon "ground effect" lighting. Thus, two legislative authorities—our ordinance and state law—ban the use of neon lighting in, on, or beneath cars driven on City and state highways, unless covered and unlit.

---

[1] This lighting is referred to by some enthusiasts as "neon ground effects."

Additionally, the Michigan Attorney General opined in 1995 that "neon ground effects . . . [are] unlawful unless the neon tubes are both covered and unlit while the vehicle is driven on the highways of this state." OAG, 1995-1996, No. 6833 (January 31, 1995). This opinion was issued in response to the assertion of a neon ground effects installer that the neon tubes are not "lamps", but rather "electrically excited gas filled tubes which are not directly visible." Id. Because of the lack of a definition of the term "lamp" in the MVC or in judicial precedent, the Attorney General construed the term pursuant to its "plain and ordinary meaning" as found in the American Heritage Dictionary of the English Language (1982): "a device that generates light, heat or therapeutic radiation", and Webster's Third New International Dictionary (1964): "a glass bulb enclosing a filament that glows because of its resistance to electric current"; or "any of various other devices that produce artificial light (gas) (acetylene) (fluorescent)". Id. The Attorney General concluded that because the neon tube "is a device that produces or gives off light, it is a lamp", and thus governed by the limitations of MCL 257.698 (4).[2]

Likewise, the term "lights", as used in TCC §106.5.783(1), is not expressly defined in the MVC or by the City's Traffic Code. In the absence of statutory or judicial definition, dictionary definitions may control. *State ex rel Wayne Co. Prosecuting Atty. V Levenburg,* 406 Mich 455, 465; 280 NW2d 810 (1979). The American Heritage College Dictionary (1997) defines "light" as "a source of light, such as a **lamp**" (emphasis added). Also, "lamp" and "neon light" appear as synonyms for "light" at the website for the on-line version of Roget's Thesaurus.[3]

The public inquiry to this body, to which this opinion responds, describes the desired neon lighting as "installed beneath the vehicle, in a manner in which the bulb is not visible but still emits a "glowing" effect directly underneath the chassis of the vehicle." This proposed activity is clearly subject to the constraints of our ordinance and MCL 257.698(4) as an unauthorized "lamp", which must be covered and unlit while the vehicle to which it is affixed is driven on Michigan highways.[4]

Therefore, we conclude that neon light rods, tubes, or other illuminating devices installed upon a motor vehicle in any location are unlawful unless they are covered and unlit while the vehicle is driven on any highway of this State, including the streets of the City.

---

[2] Interestingly, the terms "neon lamp" and "neon tube" appear as synonyms for "lamp" in the 1962 version of the Roget's Thesaurus.

[3] www.thesaurus.com

[4] "Highway" is defined at MCL 257.20 and TCC §106.1.036 as "the entire width between boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel."

City of Troy

500 West Big Beaver
Troy, Michigan 48084
Fax: (248) 524-0851
www.ci.troy.mi.us

Area code (248)

Assessing
524-3311

Bldg. Inspections
524-3344

Bldg. Maintenance
524-3368

City Clerk
524-3316

City Manager
524-3330

Community Affairs
524-1147

Engineering
524-3383

Finance
524-3411

Fire-Administration
524-3419

Human Resources
524-3339

Information Services
619-7279

Law
524-3320

Library
524-3545

Parks & Recreation
524-3484

Planning
524-3364

Police-Administration
524-3443

Public Works
524-3370

Purchasing
524-3338

Real Estate & Development
524-3498

Treasurer
524-3334

General Information
524-3300

February 13, 2002

Mr. Jawad Mirza
1369 Falcon
Troy MI 48098

Re: Automotive Neon Lighting

Dear Mr. Mirza:

In response to your January 10, 2002, electronic mail message to the Mayor and City Council of the City of Troy, enclosed please find our memorandum to the Mayor and City Council concerning your inquiry into the legality of automotive neon lighting.

Very truly yours,

CITY ATTORNEY'S OFFICE

Carolyn F. Glosby

Carolyn F. Glosby
Assistant City Attorney

ps
enclosure

cc: Mayor and Members of City Council

PA/Lori

Matt Pryor

From: Jm48098@aol.com

Sent: Thursday, January 10, 2002 10:11 AM

To: matt@mattpryor.org; Councilman.kaszubski@gte.net; rbeltram@hotmail.com; Mfhowryl@umich.edu; dave@lambertonline.net; PallottaAN@wwnet.net; Council@ci.troy.mi.us; secretary@michigan.gov; bluhmlg@ci.troy.mi.us

Subject: (no subject)

To Whom It May Concern:

I belong to an online community in which automotive enthusiasts referred to as "GLOWERS" (in reference to using automotive neon light rods in, on and under cars) gather to discuss and debate topics that range from customizing cars to legal issues involving automotive neon lighting. With automotive neon becoming increasingly popular, one of the most debated topics is "legal issues regarding the usage of undercarriage neon lights." I have come across several websites and related literature concerning the laws of automotive lighting. From all of my web-based research, I have found the following to be most interesting:

"There have been many questions regarding the legality of (neon) products. Please be advised that many states have issued Summonses, under the statute of improper lighting, optional lighting, unapproved lighting, or improper use of lighting. However, these statutes are primarily focused on original vehicle lightning which must abide by certain rules and regulations set by AAMVA (American Association of Motor Vehicle Administrators) such as, ONLY red, white or amber are allowed on a vehicle and these lights must be no brighter than a specific brightness allowed by law, and the lights must be affixed at certain heights. Under these terms, if NEON that is installed beneath your vehicle emitted just a glow and the bulb is not visible from the front, rear or sides, regardless of color, IT IS 100% LEGAL! You have every right to have neon lighting because there is no law, in ANY state that prohibits neon lighting."
(http://www.autotoys.com/New_Tech/Misc_Info/Neon_Laws/neon_laws.htm)

My question to you is as follows: If neon light rods are installed beneath the vehicle, in a manner in which the bulb is not visible, but still emits a "glowing" effect directly underneath the chassis of the vehicle, does this make the usage of neon lights legal? I, as well as everyone else in the online "GLOWERS" community, would greatly appreciate an explanation as to whether or not the usage of automotive undercarriage neon is permitted. If undercarriage neon is not legal, please include an explanation as to why it is not. Also, please include in your explanation where and when automotive neon can be properly displayed (i.e.: While vehicle is parked, In parking lots, etc.). I am just one of the hundreds-of-thousands of people in search of ways to legally defend the usage of undercarriage neon, and would really like to bring back some concrete answers from the people that enforce the laws.

Thank you for your time and input regarding this matter,
Jawad Mirza
1369 Falcon
Troy, MI 48098
(248) 761-3121

February 13, 2002

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
Gary Shripka, Assistant City Manager/Services
Doug Smith, Real Estate and Development Director
Mark Stimac, Director Building and Zoning
Mark F. Miller, Planning Director

SUBJECT: Urban Density/Infill Development Ordinance

As you are aware City Council authorized City Management to prepare an Urban Density Zoning Ordinance. Carlisle/Wortman Associates, Inc., the City's community planning consultant, is working with City Management to develop the ordinance. A report prepared by the consultant is provided to update City Council on the progress of the ordinance.

Carlisle/Wortman suggested that the terminology or name of the ordinance be changed to "Infill Development Ordinance". City Management agrees the name change is appropriate. City Management will continue working with the Planning Consultant to develop specific ordinance language. If City Council has any comments regarding the direction or the intent of the ordinance, please advise City Management.

Attachment

Copies: File/ZOTA #190
File/Correspondence

MFM/dav

CARLISLE/
WORTMAN
Associates, Inc.

Community Planners
Landscape Architects

February 12, 2002

REC'D
FEB 13 2002
PLANNING DEPT.

Mark Miller, Planning Director
City of Troy
500 West Big Beaver
Troy, MI 48084

RE: Infill Development (Urban Density) Ordinance

Dear Mark:

Please find attached, our report on Infill Development. While I have yet to draft the ordinance pending input from the City, I have outlined the elements to consider with infill development.

At this point, I am recommending an overlay zoning approach. Such an approach will offer the City the opportunity to target strategic locations, provide flexibility and incentives to encourage appropriate infill projects, and maintain high standards in return for such flexibility.

Please let me know your thoughts.

Sincerely,

CARLISLE/WORTMAN ASSOCIATES, INC.

Richard K. Carlisle

Richard K. Carlisle, PCP, AICP

RKC:ss

225-05-2102

605 S. Main, Suite 1 Ann Arbor, MI 48104 734.662.2200 fax 734.662.1935

CARLISLE/ WORTMAN Associates, Inc.

Community Planners Landscape Architects
605 S. Main, Suite 1 Ann Arbor, MI 48104 734-662-2200 *fax* 734-662-1935

REC'D
FEB 13 2002
PLANNING DEPT.

Infill Development (Urban Density) Ordinance

The City Council has authorized consideration of Ordinance amendments to increase the number and diversity of the City's housing stock at strategic locations. Referred to in various memos as the "Urban Density Ordinance", it is perhaps more appropriately identified as an Infill Development Ordinance.

What is Infill?

Infill projects are defined as development or redevelopment of land that has been bypassed, remained vacant, and / or is underused as a result of the continuing urban development process.

Although the catalyst for considering some form of Ordinance change has been the redevelopment of the Big Beaver Elementary School site, other sites may become available as the City matures. It is quite conceivable that older commercial sites which have been rendered obsolete by newer, larger and more contemporary commercial development could become candidates for redevelopment as either residential and / or mixed use projects. Most of the candidate sites are expected to be near major thoroughfares and / or intersections.

On the plus side, infill projects offer a particular advantage because such sites make use of existing infrastructure and offer opportunities to place people closer to jobs, transportation and existing services. However, infill projects can also be complicated trying to work around existing utilities, site access, and existing neighborhoods.

What are the Elements to be Considered?

All too often, the community planning process and the regulations which follow attempts to build a plan based on individual elements without taking into account the interrelationship among diverse elements. Without a philosophical basis, plans and proposals are evaluated from a single viewpoint or dimension. A concept which is essential to infill planning are the three "d's" of design, density, and dynamics:

- ✔ Design speaks to the physical manner in which buildings and sites are physically arranged. The visual quality or identity of the community is enhanced and enriched when proper attention is given to design detail.

- ✔ Density speaks to the intensity in which a site is used. In the case of residential development, density is defined as the number of dwelling units per acre. In the case of non-residential use, density is frequently referred to as intensity and is considered the ratio of building area to site area. Providing the proper incentive for infill projects will result in somewhat higher densities than the balance of the City. However, such densities should be offset by dedicated open space, quality design elements, and exemplary architecture.

- ✔ Dynamics is the relationship of the site to specific elements both within and surrounding the site. The success or failure of a plan will depend on whether proper care has been taken to ensure that the various components interrelate in a harmonious manner. Furthermore, consideration of the dynamics of a project will determine whether it is a market success or not.

To Mix or Not to Mix?

Although the "Urban Density" concept has been directed at residential use, infill development offers the opportunity for a mixture of uses. Such a mix, when properly conceived, brings about an interest in and spontaneity of activity that is not often found in a homogenous environment. To respond to the potential complexities of each infill site and to respond to market forces regulations should be written in a flexible manner to offer, but not require, the opportunity for mixed use development.

Permitting mixed use for infill development does not imply a "carte blanche" style of development. Mixed use development can only be successful when there is a serious attempt at a unified development concept with a cohesive design theme and significant functional and physical integration of project components. In fact, a mixture of uses may will require a more organized, formalized approach. The selection of uses in the appropriate mix requires more complexity. A determination of scale and design are inseparable from a determination of uses.

What Design Principles should be Considered?

The concepts of design and use cannot be separated. Although detailed standards would be needed for regulatory purposes, the following principles should be considered in formulating infill development regulations:

- **Design to Human Scale** - A key element which has been lost in much of suburban development is consideration of the ultimate user. While streets, parking and buildings may be designed for easy automobile access, the human element is lost to functionality. A sense of community is enhanced when design is reduced to its most intimate scale.

  The relationship of design to human scale should be a primary concern in every aspect of development, including the color, texture and design of buildings, the type and density of landscape plantings, the location and connectivity of walkways, and the width of street design.

- **Creation of a Useful Pedestrian Network** - All too often, pedestrian walkways are confined to parallel locations along the street. When provided elsewhere, they are usually added as an afterthought rather than an integral consideration of a good design plan.

  Walkways paralleling streets are certainly an essential component of traditional site design, but are limited in the completion of an integrated pedestrian network. Connections to and through commercial areas community facilities and, parks and greenway corridors will provide a pleasant walking experience for those who reside within an infill development site.

  As important as the completion of a pedestrian network is the design of the surface. Rather than straight ribbons of concrete or asphalt, variation in width, location and surface material (i.e. textured or patterned concrete and/or pavers) will add interest for both the visual and walking experience.

- **Downscaling the Street Network** - Most public road standards are intended to promote only automobile function. There are several important principles associated with street design as it relates to infill development:

  - A street network which is properly scaled and design will create a more attractive community and promote the "sense of community" referred to earlier.

  - Streets serve as more than conduits for traffic. The street and street corridor serves many social functions as a meeting and gathering place and a focus of activity.

  - Interconnections between developments are essential to create a sense of community. Street connections should respect the development potential of neighboring properties and avoid creating long throughways where excessive speeds are disruptive to neighbors.

- Overdesign of streets should be avoided. Excessive width encourages greater vehicle speeds, require more pavement, and the result is greater stormwater runoff, and increased future maintenance.

✔ **Creation of Open Spaces/Gathering Places** - A frequent omission are formal open spaces / gathering places that serve as a focal point for community activity and a gathering place for social interaction.

In conjunction with infill projects, space will generally be more limited. However, many opportunities exist for gathering places. It may involve widening a walkway to provide for benches and plantings. A building entryway can serve as good location for public seating. Widened island between parking bays can be viewed as more than a device to separate cars. Providing greater walkway space, adding seating, providing shade trees, can enhance such walkway space as linkages between uses and provide opportunities for social interaction.

✔ **Building Architecture** - While the focus should be on promoting high quality architectural styles, such terminology can mean vastly different things to different people. Dictating style of architecture for infill projects would be difficult. Furthermore, varied styles can add interest and diversity.

The architectural elements that should be considered include the following:

- Siting – Infill development regulations should encourage the consistent orientation of buildings to the street. Buildings built at or in close proximity to the front setback are a departure from typical suburban patterns, but place greater emphasis on the public realm of the street. Reducing front yard setbacks lure residents to front porches, sidewalks, etc., adding the security benefit of a more "eyes on the street".

- Roof Forms - Whether hip, gabled, or mansard, the simpler the form the better. It is also better if a given style predominates within street blocks. If possible, the ridge should be oriented to the street.

- Building Width and Spacing - Building width and spacing between building should be consistent within street blocks.

- Architectural Elements - Repetition of common elements, such as front porches, will define the architectural language of a traditional development.

- Building Shapes - As with roof forms, building shapes are also more simple. The basic form is rectangular with attachments such as dormers and porches to add interest.

- Building Height - Building height should also be consistent within street blocks.

- Garage Locations - Removal of garage doors as a dominant architectural feature is key. Side or rear locations, set back significantly from the front setback, should be predominant.

Regulatory Approaches

There are three (3) alternative approaches which could be used to regulate infill development:

1) Use Article 35, Planned Unit Development – The current regulations could be applied to infill projects. The current PUD regulations offer sufficient flexibility to be applied to a variety of infill projects. However, a significant limitation is the minimum ten (10) acre parcel size to qualify. Furthermore, the City may wish to have an Ordinance provision which is more specifically directed at infill projects.

2) Create a specific PUD amendment. There is no limitation on the number of PUD Districts that a City may adopt. PUD provisions could be drafted that are specifically tailored to infill projects.

   Note: In both cases 1 & 2, the PUD process in the City requires rezoning. If the intent is to encourage infill projects, the rigors of a rezoning process may discourage worthwhile projects.

3) Create an Infill Development Overlay Zone – To encourage infill development in selected, strategic locations, an overlay zoning approach is recommended. The advantage of an overlay zone is that the underlying zoning stays in place. Uses which are permitted in the underlying district would continue to be permitted. Other individual uses or mixed use, may be treated as special land use, provided certain objectives and standards are met. Increased density, in the form of a bonus, should only be used as a reward for exemplary projects (i.e.: mixed use, compatible integration with surrounding neighborhoods, removal of conditions leading to blight, etc.).

General Guidelines for Planning and Design of Infill Projects

- A thorough understanding of the physical, social, and economic conditions of the infill area must he gained through research and discussions with local realtors, businessmen, government officials, and residents.

- Existing development policy must be researched to ensure that the proposed form of development and the new uses will he permitted without lengthy delays for approval. A predesign visit with the area planner is essential.

- Design of an infill project should be sensitive to the scale and texture of its surroundings and should anticipate the legitimate concerns of local residents and businessmen.

- Infill development design that contrasts with the neighborhood context may be justified if it enhances, rather than conflicts with, the existing environment. Or, in the case of a nondescript neighborhood, a new project may need to stand out or isolate itself from its environment in order to survive.

- The targeted market for a new infill project must be thoroughly understood to assure that the design meets preferences and priorities. Successful projects in other areas and cities should be visited for firsthand examples of what works and what fails.

- The best and most enduring designs usually result from well-defined objectives rather than from stipulated standards.

- A higher density is often acceptable when the product creating it is superior, especially when the increased density is not obtrusively visible in the neighborhood.

- Design innovations can be used to establish a highly visible project image. An infill project should have design themes that enhance the neighborhood while establishing the project's identity.

- The economics of infill development present more problems than those of new suburban projects. Higher land costs must be offset by lower project costs or by higher revenues. Often a well-conceived and imaginative design and marketing concept will help in securing financing for an otherwise difficult or innovative project.

Source: Urban Land Institute

February 13, 2002

To: The Honorable Mayor and City Council

From: John Szerlag, City Manager
Gary Shripka, Assistant City Manager/Services
Doug Smith, Real Estate and Development Director
Mark Stimac, Director Building and Zoning
Mark F. Miller, Planning Director

Subject: Troy Baptist/Robertson Brothers/Franklin Properties PUD - East side of Rochester Road and South of South Boulevard, Section 1

Troy Baptist Church, Robertson Brothers and Franklin Properties submitted a Planned Unit Development (PUD) proposal approximately one year ago. The subject property is approximately 90 acres in size with 24 acres of MDEQ regulated wetlands. Generally, this PUD includes an office, church and attached residential condominiums. A PUD is not required to follow the strict requirements of the Zoning Ordinance if certain criteria are met by the PUD. The Planning Department, with the assistance of Carlisle/Wortman Associates, Inc., the City's Planning Consultant, recommended to the Planning Commission that the PUD be denied as submitted. The basis for the recommendation includes three main issues. First, the office, church and condominium do not depend upon each other to function and thrive. Second, each individual land use component is a stand alone project and does not achieve an elevation of quality and design beyond the standard development methods. Third, the site plan design and layout is not compatible with the surrounding properties. The Planning Commission conducted a public hearing regarding the PUD proposal on February 12, 2002, and tabled the request to March 12, 2002.

Through the development review process the applicant team sought direction from City Management. The Future Land Use Plan and Zoning Ordinance provided guidance when reviewing the PUD proposal. As the land use policy document, the Future Land Use Plan identifies Medium Density Residential for the Rochester Road frontage and One Family Residential for the balance of the subject property. The Zoning Ordinance and Map indicates the whole property is within the R-1D Zoning District. City Management consistently indicated concern that the proposed PUD introduces office land uses and incompatible residential unit densities in the project area, which are contrary to the Future Land Use Plan and Zoning Ordinance. In addition, City Management consistently indicated the church component is consistent with the Future Land Use Plan and compatible with the surrounding land uses.

The PUD team requests input regarding a number of issues related to the appropriateness of their proposal. The issues include:

1. Should PUD or traditional methods of approval be used.
2. What levels of residential densities are acceptable to the City.
3. Is the office use appropriate.
4. Could limited commercial mixed use be considered in a PUD.
5. Is the residential building layout acceptable, although they do not meet Zoning Ordinance standards.

Please provide input and direction regarding this project as deemed necessary.

Attachment

Copies: File/PUD-1
PUD Petitioner (3)
File/Correspondence

MFM/dav

6905 Telegraph Rd., Suite 200
Bloomfield Hills, MI 48301-3159
FAX 248-644-1442
248-644-3460

REC'D
FEB 12 2002
PLANNING DEPT.

February 11, 2002

Sent via fax (248) 524-3382

Mr. Mark Miller
City of Troy
500 West Big Beaver Road
Troy, MI 48084

Dear Mr. Miller:

Last February 2001, Robertson Brothers Company, Franklin Property Corporation and Troy Baptist Church submitted two applications to the City of Troy for an eighty-acre property east of Rochester Road just south of South Boulevard. The first submission was for a PUD and the other was for a rezoning, both to facilitate what we viewed as a mixed use development containing office, attached residential, senior housing and a new church facility. The response at our initial Planning meeting was positive and continued to be encouraging over several subsequent meetings.

The reason for this recitation of history and request for clarification is because the approval process appears stalled and there are indications that the office component of the plan and the use of the PUD zoning ordinance will likely not be approved at City Council. There are a number of creative alternatives that have been discussed but we are unclear on the City's position. The project can be developed without the office component if the City will embrace the proposed layout and convert the residential portion of the site to R1T or convert the Rochester frontage to R1T with CR1 zoning over the easterly portion of the site. The layout approximates the existing density on the easterly portion of the property if CR1 was granted and R1T could be used for the frontage. The only remaining issue is that Troy's subdivision ordinances do not provide the flexibility that is necessary to layout an attached community as depicted.

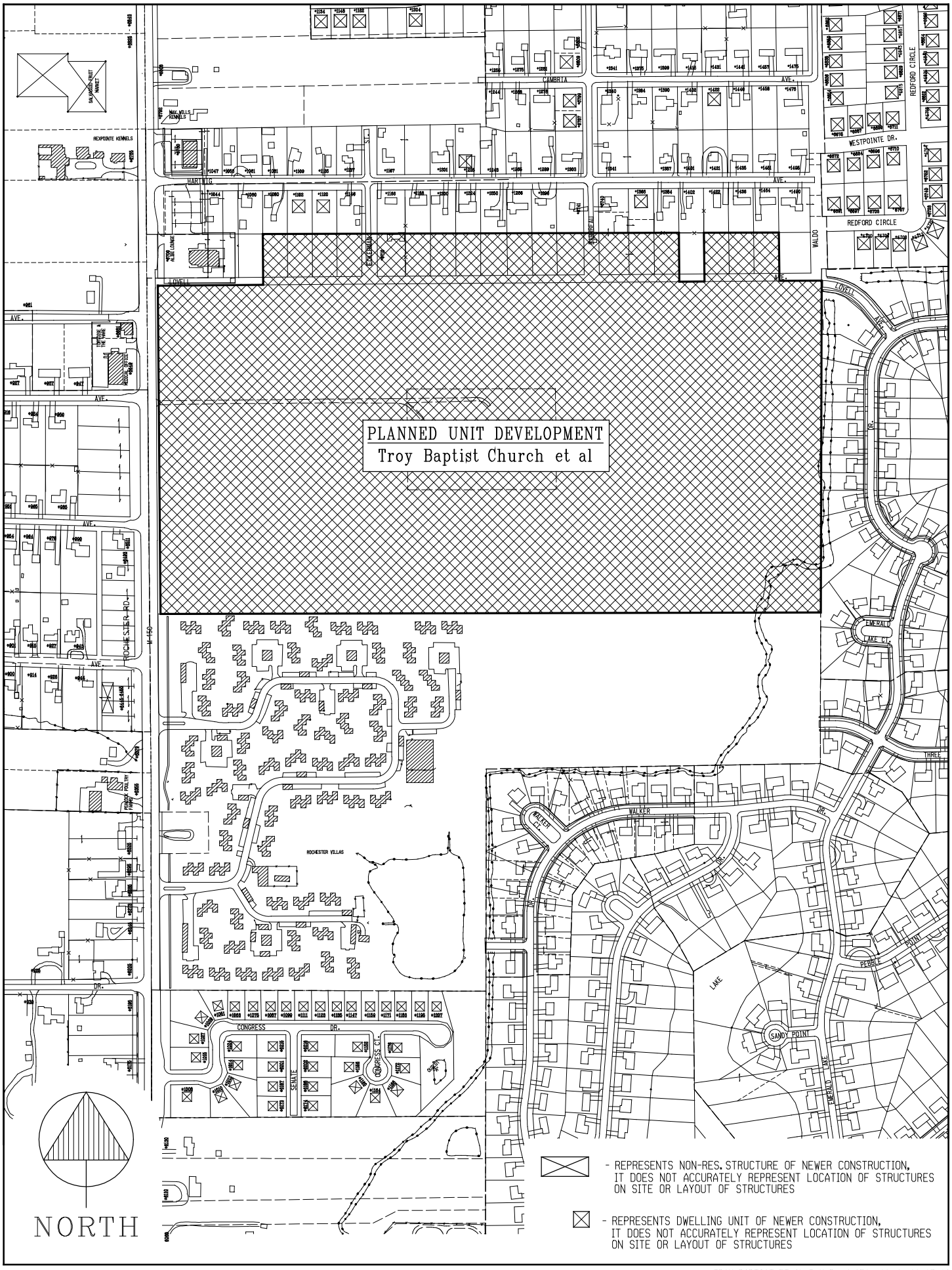
Our request, in summary, is for direction on the plan and how to proceed given the complexity of the request. We have studied the plan with a focus group that included the real estate brokerage community, and the demand for this product is present in Troy and not being served by other projects. We would like direction as to how to proceed under your ordinances if a PUD is not an alternative.

We will wait for further direction from you as to how we should proceed with this matter.

Sincerely,

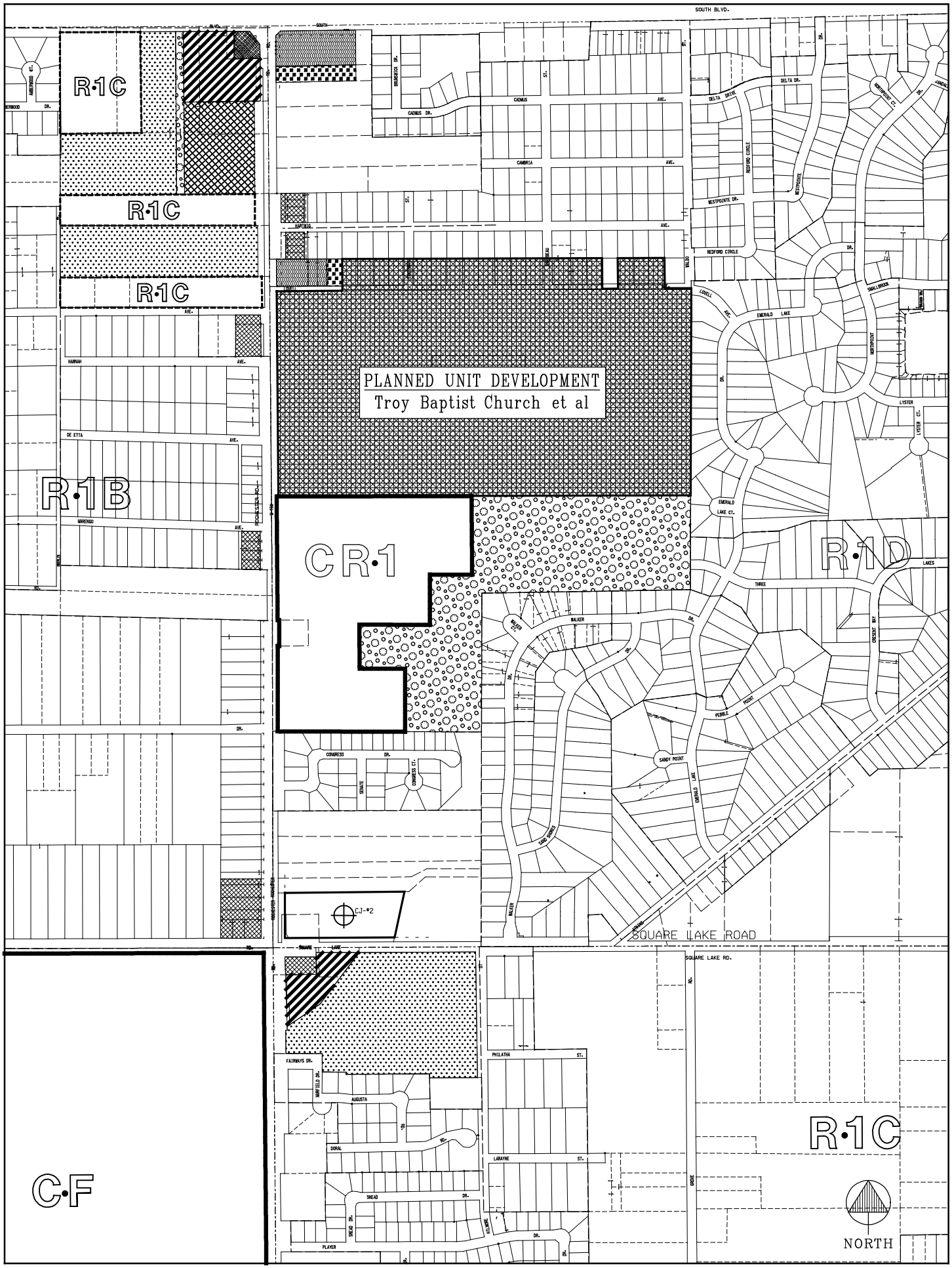
James V. Clarke
Executive Vice President and
Chief Operating Officer

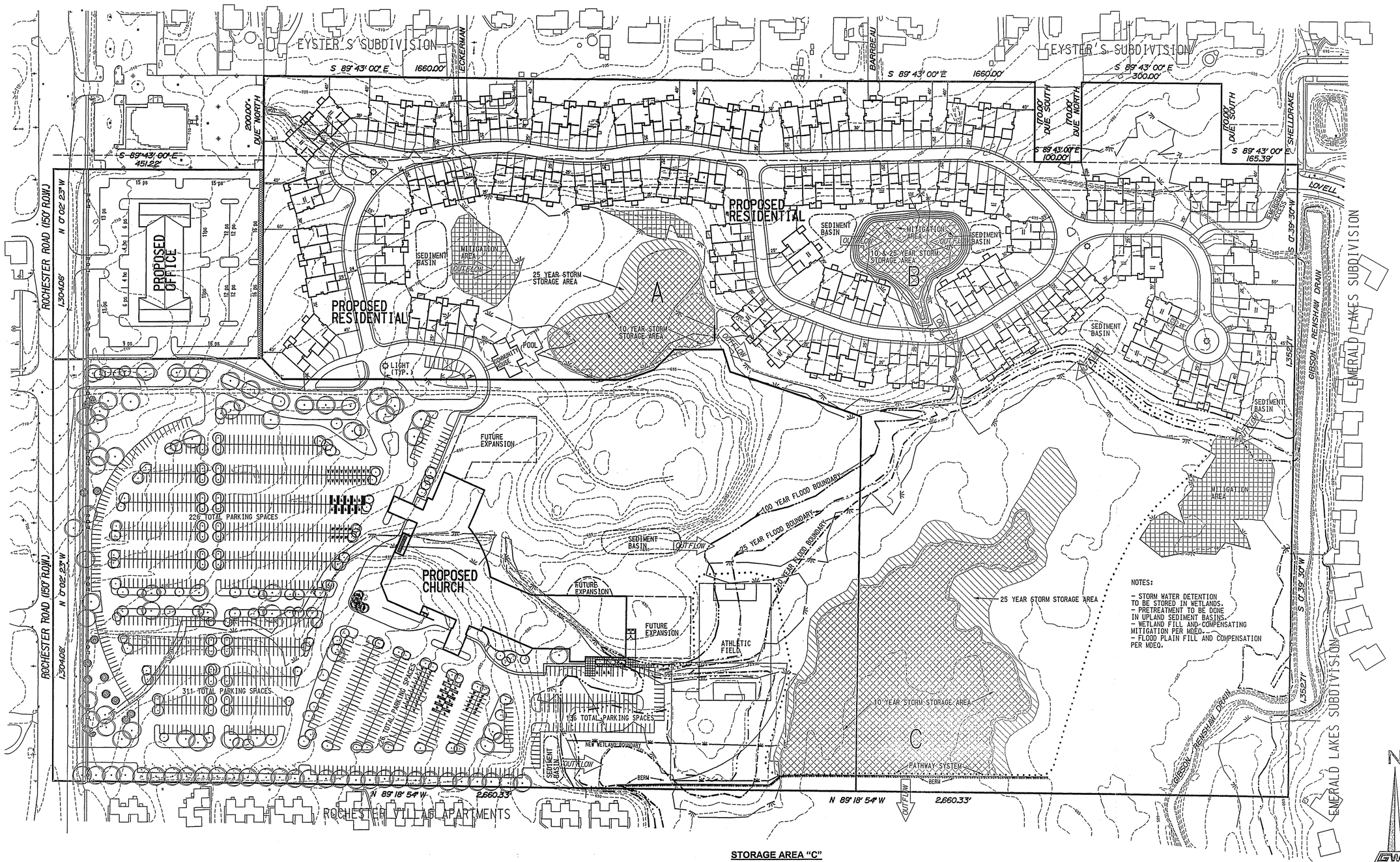
/pl



- REPRESENTS NON-RES. STRUCTURE OF NEWER CONSTRUCTION, IT DOES NOT ACCURATELY REPRESENT LOCATION OF STRUCTURES ON SITE OR LAYOUT OF STRUCTURES

- REPRESENTS DWELLING UNIT OF NEWER CONSTRUCTION, IT DOES NOT ACCURATELY REPRESENT LOCATION OF STRUCTURES ON SITE OR LAYOUT OF STRUCTURES


PLANNED UNIT DEVELOPMENT
Troy Baptist Church et al
R-1C
R-1C
R-1C
R-1B
CR-1
R-1D
C-F
R-1C
SQUARE LAKE ROAD
SOUTH BLVD.
CADMUS DR.
CADMUS AVE.
CAMBRIA AVE.
DELTA DRIVE
DELTA DR.
WESTPOINTE DR.
REDFORD CIRCLE
WALDO
LAWELL AVE.
EMERALD LAKE
SMALLBROOK
MONTPOINT
LYSTER
HANNAH AVE.
DE ETTA AVE.
MARENGO AVE.
ROCHESTER RD.
EMERALD LAKE CT.
THREE
LAKES
WALKER
WALKER CT.
CRESCENT WAY
PEBBLE POINT
SANDY POINT
SAND DUNES
CONGRESS DR.
CONGRESS CT.
SENATE
CJ-#2
SQUARE LAKE RD.
FAIRWAYS DR.
AUGUSTA
DORAL
SHEAD DR.
PLAYER
PHILATHA ST.
LARAYNE ST.
GROVE
NORTH



STORAGE AREA "A"

CONTRIBUTING AREA:	12 acres
"C" VALUE:	0.6
OUTFLOW @ 0.1 cfs/ac:	1.2 cfs
REQUIRED DETENTION FOR 10yr. STORM:	57,400cf
REQUIRED DETENTION FOR 25yr. STORM:	72,500cf
DEPTH OF STORAGE FOR 10yr. STORM:	0'-2', UP TO ELEV. 694.0
DEPTH OF STORAGE FOR 25yr. STORM:	0'-2.5', UP TO ELEV. 694.5

STORAGE AREA "B"

CONTRIBUTING AREA:	9 acres
"C" VALUE:	0.6
OUTFLOW @ 0.1 cfs/ac:	0.9 cfs
REQUIRED DETENTION FOR 10yr. STORM:	41,500cf
REQUIRED DETENTION FOR 25yr. STORM:	52,500cf
DEPTH OF STORAGE FOR 10yr. STORM:	0'-2', UP TO ELEV. 694.0
DEPTH OF STORAGE FOR 25yr. STORM:	0'-2.5', UP TO ELEV. 694.5

STORAGE AREA "C"

CONTRIBUTING AREA:	59 acres
"C" VALUE:	0.43
OUTFLOW @ 0.1 cfs/ac:	5.9 cfs
REQUIRED DETENTION FOR 10yr. STORM:	193,000cf
REQUIRED DETENTION FOR 25yr. STORM:	245,000cf
DEPTH OF STORAGE FOR 10yr. STORM:	0'-1.5', UP TO ELEV. 683.0
DEPTH OF STORAGE FOR 25yr. STORM:	0'-1.75', UP TO ELEV. 683.25
INCREASE IN DEPTH TP 10yr. FLOOD:	3"
INCREASE IN DEPTH TO 25yr. FLOOD:	3.5"

REVISED
NOV 29 2001
PLANNING DEPT.

ISSUE:	
DATE: 11/13/01	RE-ISSUE FOR SITE PLAN APPROVAL

72 HOURS (3 WORKING DAYS) BEFORE YOU DIG CALL MISS DIG 800-482-7171 (TOLL FREE)

PRINCIPAL:	MS
PROJ. MNGR:	MP
DESIGN:	JKA
DRAWN:	JKA
IND. REVIEW:	
SECTION:	2
T- 2-N.,R- 11 -E.	

PROPRIETOR:
ROBERTSON BROTHERS
6905 TELEGRAPH ROAD, SUITE 200
BLOOMFIELD HILLS, MI 48301
248-644-3460

Giffels-Webster Engineers, Inc.
ENGINEERS LAND SURVEYORS PLANNERS LANDSCAPE ARCHITECTS
2871 BOND STREET ROCHESTER HILLS, MI 48309
(248) 852-3100

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SHEET TITLE:
PRELIMINARY SITE PLAN
TROY BAPTIST CHURCH ET.AL.
CITY OF TROY, OAKLAND COUNTY, MICHIGAN

DATE:	9-14-01
SCALE:	1" - 100'
SHEET:	5 OF 9
JOB:	15786

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February 7, 2002

To: The Honorable Mayor and City Council

From: John Szerlag, City Manager
John Lamerato, Assistant City Manager – Finance/Administration
Nino Licari, City Assessor

Re: Council request for information on the Headlee Amendment

At the February 4, 2002 City Council meeting, Council requested an explanation of the Headlee Amendment to the State Constitution (Proposal A of 1978) and its affect on millage levies by the City Council.

The Headlee amendments were adopted by the voters on November 7, 1978, with an effective date of December 23, 1978. There are two common sections to this amendment.

Section 26 (attached) places a limit on the amount of taxes that the legislature may impose on the taxpayers of the State, by linking the tax levy to Personal Income growth in the State (mathematically: {total revenue / previous year total Personal Income} * Personal Income in the 2nd year previous}). It also states that if the Total State Revenue exceeds the limit by more than 1%, the excess (above 1%) must be refunded to the taxpayers of the State. If the Total State Revenues exceed the limit by less than 1%, this excess may be transferred to the State Budget Stabilization Fund (commonly known as the "Rainy Day Fund"). This amendment specifically excluded Federal Aid from the calculation of Total State Revenue.

Section 31 (attached) is the amendment that affects Local Government. It places a limit on the amount of millage a local government may levy, by tying a Millage Reduction Fraction (MRF) to the inflation rate for the previous year.

Specifically, Charter authorized maximum millages may be reduced by taking the previous year's Assessed Value, minus Losses for that year times the Consumer Price Index, and dividing this product by the current year's Assessed Value, minus Additions. The four decimal fraction produced by this calculation is then applied to the authorized millage rate. Important to note is that the fraction <u>may not</u> exceed 1.0000. In other words, the local unit does not gain back any previous reductions when the MRF is greater than 1.0000.

A local vote can restore any, or all of the reduced authorized millages.

Exceptions to the MRF are listed in the amendment, **and specifically exclude millages for the payment of bonded indebtedness**. In Troy's particular case, our Operating and Capital Millages are affected by the Headlee limitation.

By State law (MCL 123.261), local units may levy up to 3.0000 mills for Refuse collection. This millage is affected by Headlee, and our current levy is .8300 mills out of a reduced allowable levy of 2.5592 mills.

To summarize, a debt millage levy, to buy wetlands, natural features (or for infrastructure, etc.) **is not** subject to the Headlee reduction calculation.

If Council wished to increase our Operating and Capital Millage levy by .50, to cover the costs of such acquisitions, this levy **would be** subject to the Headlee limitations.

Our most recent Millage Reduction Fraction, and an explanation of its affect on our millage rate is detailed in a memorandum to Council dated May 15, 2001 (attached).

ARTICLE IX
FINANCE AND TAXATION (EXCERPT)

§ 26 Limitation on taxes; revenue limit; refunding or transferring excess revenues; exceptions to revenue limitation; adjustment of state revenue and spending limits.

Sec. 26. There is hereby established a limit on the total amount of taxes which may be imposed by the legislature in any fiscal year on the taxpayers of this state. This limit shall not be changed without approval of the majority of the qualified electors voting thereon, as provided for in Article 12 of the Constitution. Effective with fiscal year 1979-1980, and for each fiscal year thereafter, the legislature shall not impose taxes of any kind which, together with all other revenues of the state, federal aid excluded, exceed the revenue limit established in this section. The revenue limit shall be equal to the product of the ratio of Total State Revenues in fiscal year 1978-79 divided by the Personal Income of Michigan in calendar year 1977 multiplied by the Personal Income of Michigan in either the prior calendar year or the average of Personal Income of Michigan in the previous three calendar years, whichever is greater.

For any fiscal year in the event that Total State Revenues exceed the revenue limit established in this section by 1% or more, the excess revenues shall be refunded pro rata based on the liability reported on the Michigan income tax and single business tax (or its successor tax or taxes) annual returns filed following the close of such fiscal year. If the excess is less than 1%, this excess may be transferred to the State Budget Stabilization Fund.

The revenue limitation established in this section shall not apply to taxes imposed for the payment of principal and interest on bonds, approved by the voters and authorized under Section 15 of this Article, and loans to school districts authorized under Section 16 of this Article.

If responsibility for funding a program or programs is transferred from one level of government to another, as a consequence of constitutional amendment, the state revenue and spending limits may be adjusted to accommodate such change, provided that the total revenue authorized for collection by both state and local governments does not exceed that amount which would have been authorized without such change.

History: Add. Initiated Law, approved Nov. 7, 1978, Eff. Dec. 23, 1978.

Popular name: Rainy Day Fund

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ARTICLE IX
FINANCE AND TAXATION (EXCERPT)

§ 31 Levying tax or increasing rate of existing tax; maximum tax rate on new base; increase in assessed valuation of property; exceptions to limitations.

Sec. 31. Units of Local Government are hereby prohibited from levying any tax not authorized by law or charter when this section is ratified or from increasing the rate of an existing tax above that rate authorized by law or charter when this section is ratified, without the approval of a majority of the qualified electors of that unit of Local Government voting thereon. If the definition of the base of an existing tax is broadened, the maximum authorized rate of taxation on the new base in each unit of Local Government shall be reduced to yield the same estimated gross revenue as on the prior base. If the assessed valuation of property as finally equalized, excluding the value of new construction and improvements, increases by a larger percentage than the increase in the General Price Level from the previous year, the maximum authorized rate applied thereto in each unit of Local Government shall be reduced to yield the same gross revenue from existing property, adjusted for changes in the General Price Level, as could have been collected at the existing authorized rate on the prior assessed value.

The limitations of this section shall not apply to taxes imposed for the payment of principal and interest on bonds or other evidence of indebtedness or for the payment of assessments on contract obligations in anticipation of which bonds are issued which were authorized prior to the effective date of this amendment.

History: Add. Initiated Law, approved Nov. 7, 1978, Eff. Dec. 23, 1978.

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May 15, 2001

To: The Honorable Mayor and City Council

From: John Szerlag, City Manager
John Lamerato, Assistant City Manager – Finance/Administration
Nino Licari, City Assessor

Re: Millage Reduction Fraction – MRF ("Headlee")

In 1979 the voters of the State of Michigan passed what was commonly called "The Headlee Amendment" (MCL 211.34d) to the State Constitution.

The main function of this amendment was to cap the amount of tax revenue any governmental unit in the State could collect in any year (including the State itself).

This memorandum will deal only with the levy of local millages (City, County, School, Community College).

Headlee is designed to limit the amount of **authorized** millage that a unit may levy, to the inflation rate for the previous year (set by the State, based on their Oct. through Sept. fiscal year). It only affects operating millages, not voted debt.

It does this by removing losses in value from the previous years Total Assessed Value (Taxable Value after 1994), and then multiplying this product by the inflation rate.

This product is divided by the Total Assessed Value of the current year (Taxable Value after 1994), minus new construction (and defined additions to value).

The end product is a 4 decimal factor that is applied to the **authorized** millage. However, the factor may not exceed 1.0000.

As part of the implementation language of Proposal "A" of 1994, Headlee was amended. Because of the new uncapping of Taxable Value after a transfer of ownership, the legislature had to determine if this increase in Taxable Value was "New" (exempt from Headlee), or "Adjustment" (limited by Headlee).

Even though the actual adjustments in value caused by market factors are tracked each year by the local Assessor, and are included in the Assessed Value, the legislature determined that only the inflation rate portion of these adjustments was being taxed. They concluded that the "Uncapped" portion of the Taxable Value should be considered as "Adjustment", not "New".

Headlee now effectively caps the amount of revenue a unit may levy by reducing the authorized millage based on increases in Taxable Value due to Uncappings from transfers of ownership.

In other words, Proposal "A" allows only the CPI amount of any adjustments to be added to the Total Taxable Value, by law. Any increases in Taxable Value beyond the CPI **must be** changes in Taxable Value due to the Uncapping of this value due to transfers of ownership.

As an example, the overall Taxable Value increase for Troy in 2001 was 7.2%. Of this total, 3.7% was due to Adjustments for Market Value increases, which also includes Uncapped Taxable Values. Since Proposal "A" limits the amount of Adjustment that may be added to Taxable Value to 3.2% (2001 CPI), then the amount of adjustment over the Headlee cap is .5%.

The actual formula for this calculation for 2001 is:

$$\frac{\text{(2000 Total Taxable Value - 2000 Losses) x CPI}}{\text{(2001 Total Taxable Value - 2001 Additions}}$$

Numerically:

$$\frac{(4{,}373{,}072{,}080 - 117{,}184{,}949) \times 1.032}{(4{,}686{,}250{,}942 - 278{,}393{,}302)}$$

The product of this calculation is a Millage Reduction Fraction of .9964.

By Charter, the City Council is allowed to levy up to 10.00 mills for Operating and Capital, without a vote of the electorate. From 1979 through 1999 the composite Headlee calculation has reduced the allowable levy to 8.5616 mills. With the 2001 multiplier being applied, the new maximum authorized millage levy for the City of Troy is now 8.5308. The City currently levies 7.90 mills of an allowable 8.5308.

The attached chart shows the Headlee calculations from 1994 forward, and details that we have had only two Millage Reduction Fractions since then, 1999, and 2001.

Also attached is a chart that shows the millage that would be levied if we were taxing based on State Equalized Value, as we did previous to 1994.

February 14, 2002

TO: MAYOR AND MEMBERS OF COUNCIL

FROM: LORI GRIGG BLUHM, CITY ATTORNEY

RE: TELLY'S PROPOSED CONSENT JUDGMENT

As everyone is aware, the Court of Appeals decided the Troy v. Papadelis case on October 21, 1997, and released the opinion for publication on January 22, 1998. At that time, Peter Letzmann was the City Attorney for the City of Troy. John Martin assumed the title of City Attorney thereafter, and held that position until March 2001.

My first real involvement with this case came in approximately May of 2000, when I was asked to do some research on the traffic accident history at that location. Upon information and belief, the research was in response to a verbal proposal by Telly's to enter into a consent judgment. According to my notes of that meeting, the goal was to try to resolve the matter through a consent judgment, which would limit the activity on the residential property, but also would eliminate some of the display area in the front yard, etc. I do not have any details as to why a consent judgment was being considered, or who the proponents of the decision were. I am similarly unaware of the involvement of the former City Manager, James C. Bacon, in this matter.

My first meeting with George Papadelis and his architect was on August 29, 2001. Assistant City Manager Gary Shripka, Planning Director Mark Miller, Building and Zoning Director Mark Stimac, and Inspector Supervisor Ginny Norvell were also present to discuss the property and a proposed schematic. Administration conveyed to Mr. Papadelis at that time that we would not even approach City Council with this proposal until some substantial revisions were made. In particular, we explained that there would need to be a demonstration as to why the new proposal was "good for the community." Some suggested modifications included removal of the fans to accommodate his neighbors, a relocation of the existing parking to create an easier flow for traffic on the site, a deceleration lane, and a substantial buffer between Telly's and the residential

properties. Administration met with Papadelis on at least one more occasion before the proposed site plan was incorporated into a proposed consent judgment for your consideration.

This procedural history was explained to the neighborhood residents at a meeting on February 13, 2002. Although this meeting was initially set up to be a first session of an interest based bargaining, the residents made it emphatically clear that an interest based bargaining would be futile in this case. Furthermore, they were unanimous in their opinion that the City should proceed to the Oakland County Circuit Court, and ask for an order to be entered precluding all commercial activity on the northern parcel of the site.

If I am directed to proceed to the circuit court to enter such an order, it will be vigorously pursued. There is a good chance that the order would eventually be entered, especially since Telly's would need to demonstrate some detrimental reliance upon the City's delay in entering the order. However, as always in litigation, there are several unknown factors that may detrimentally affect the outcome. There is a new circuit court judge on the case, since the initial circuit court judge (Jessica Cooper) was shortly thereafter elected to the Michigan Court of Appeals. The unexplained significant delay may cause some problems in obtaining an order that would completely preclude the commercial activity on the northern parcel. There is always the possibility, in light of these factors, that the current activity on the northern parcel would be permitted to continue indefinitely. In addition, if this option is pursued, the City would likely be precluded from requiring changes to the southern parcel.

Council also has a second option to pursue the proposed consent judgment or to direct or negotiate modifications to the proposed consent judgment. However, there are no guarantees that Telly's would entertain any future negotiation. Although given an opportunity, the neighbors did not provide any alternative solutions or suggested modifications to the proposed site plan. Their focus, instead, was upon the entry of the order.

There may also be a third option, which is a hybrid of the first two options. Council could direct that the entry of an order precluding all commercial activity on the northern parcel. Our pursuit of this order would not prevent the City and Telly's from later voluntarily agreeing to a proposed consent judgment. However, if the Court expresses an inclination to allow the commercial activity to remain, then a voluntary agreement is not likely to be offered by Telly's.

Unfortunately, this is a difficult decision, due to unusual circumstances. However, formal alternate resolutions for all three of these options can be presented for your consideration. Please let me know if you have other thoughts or questions on this matter.

February 14, 2002

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager

SUBJECT: Request for Study Session to Discuss Use of SOCRRA's Landfill Property in Rochester Hills

Included as a report and communication in this agenda packet is a resolution from the City of Rochester Hills requesting that SOCRRA construct a golf course over their landfill property. Given the current diverse opinions on the use of this property by SOCRRA members, the City of Troy is instrumental in deciding the use that SOCRRA will submit to Rochester Hills for site plan approval. As such, I'll be requesting a study session to get direction on this matter.

Please let me know what data is required prior to this study session so as to provide you with enough information to make an informed decision. I'd also like to know if there are any other uses you'd like to consider at this study session, i.e., Representative Gosselin has proposed a mountain bike trail and soccer fields on the landfill site. So too, whom would you like to attend this session?

Additionally, I'd like clarification on the pro forma issue. If you would like one for the golf course proposal, then you also may want one for other use or uses. A ballpark figure for conducting an analysis on the economic feasibility of a golf course is $15,000.

Finally, it's my understanding that the SOCRRA board passed a resolution taking "no action" on the proposal relative to a mountain bike trail and soccer fields. Because Troy is instrumental in determining the type of use that will be submitted to Rochester Hills, I don't think the SOCRRA board should pass resolutions limiting potential uses on the landfill site until all communities have a level of comfort on the best course of action to take.

Time permitting, I'd like to begin preliminary discussions on this matter at the February 18, 2002 Council meeting.

As always, please contact me should you have any questions.

JS/mr\2002\To M&CC\Re Study Session for SOCRRA

c: John M. Lamerato, Assistant City Manager/Finance & Administration
Gary A. Shripka, Assistant City Manager/Services

3910 W. Webster Rd. Royal Oak, MI 48073
phone: 248/288-5150 fax: 248/435-0310

Southeastern Oakland County Resource Recovery Authority

Fax to: Rep. Robert Gosselin	**From:** Mike Czuprenski-SOCRRA MK
Fax #: 517/373-7512	**Pages:** 1
Re: Rochester Hills Landfill/Golf Course	**Date:** 2-14-02

Given the fact that our Board meeting on Wednesday was unusually packed, unusually long, full of motions, modifications to motions, withdrawals of motions, etc., coupled with one member briefly passing out, it is no wonder that the issue of your soccer field/bike path was confusing.

Although my memo to you yesterday expressed the Board's disinterest in continuing to consider your proposal, I expect that the issue will again be raised in March.

cc: Gary Shripka-City of Troy

February 6, 2002

Board of Trustees
Southeastern Oakland County Resource Recovery Authority

Subject: Rep. Gosselin Proposal for Rochester Hills Landfill

Board Members:

The "Field of Dreams" mountain bike and soccer proposal that was provided by Representative Gosselin has been reviewed. Initial comments were transmitted via fax on January 23rd (attachment #1) while a subsequent memo (attachment #2) was mailed on February 1st. As we have heard nothing back on either of these, it is requested that the Board receive and file the Rep. Gosselin Proposal for Rochester Hills Landfill report.

Submitted by:

Michael A. Czuprenski, P.E.
Operations Director

Suggested Resolution: "That the Board receive and file the Rep. Gosselin Proposal for Rochester Hills Landfill report."

Provide Pro forma 2/25

no future action

3910 W. Webster Rd. Royal Oak, MI 48073
phone: 248/288-5150 fax: 248/435-0310

Southeastern Oakland County Resource Recovery Authority

Fax to: Rep. Robert Gosselin **From:** Mike Czuprenski-SOCRRA MRC

Fax #: 517/373-7512 **Pages:** 1

Re: Rochester Hills/SOCRRA Landfill Property **Date:** 1-23-02

I have been asked to coordinate an internal cursory review of your "Field of Dreams" mountain bike and soccer proposal, submitted to our Board at our past meeting. This proposal indeed provides for an interesting alternative to the 9-hole golf course which was contemplated as final use for this landfill property since the 70's. Our comments are as follows:

- The soccer field in the lower left (southwest) corner of the "Proposed SOCRRA Park" drawing appears to be directly over the existing Tessmer homestead. Although the Authority owns this home and garage, the Tessmers have a lease agreement that allows them to live there for the rest of their lives, thus, this soccer field likely could not be built in the near future.

- Immediately to the east of the field discussed above are three proposed fields, running north and south. The top two fields are immediately in the path of the planned expansion to the compost pad and thus would not be able to be constructed. The bottom field is where the new compost equipment maintenance garage is to be built, replacing the old one near our entrance where a new retention pond will be dug.

- The field to the east of these three fields is directly over the existing Motes homestead. Since this family has declined to sell to the Authority, this field also is unlikely to be built.

- The other two fields remaining along School Road do not appear to conflict with any existing or planned composting activity, however, one has to ask where a parking lot would fit.

- All four fields planned over the closed landfill are foot-printed over 6 methane-releasing gas vents. The vents may have to be flared to the atmosphere in the future, or at least will have to stick out of the ground four feet. The golf course architect took this into consideration when designing the course in this area. Likewise, these structures and final contours should be considered with a more detailed drawing to see how many fields could actually be placed on this portion of our property.

- It appears that only one bridge is planned to span the Honeywell Drain near the mid-point of our property. Our golf course architect has estimated that such a rustic wooden bridge would cost $80,000 to build. Is the MMBA certain that they can construct such an elaborate bridge over this deep ravine?

Not wanting to discourage you from proceeding with this innovative plan, please feel free to contact this office for a more thorough explanation of our composting needs and/or to arrange for a personal site tour.

cc: Tom Waffen-SOCRRA General Manager; Jeff Bremer-SOCRRA Board Chair

3910 W. Webster Rd. Royal Oak, MI 48073
phone: 248/288-5150 fax: 248/435-0310

Southeastern Oakland County Resource Recovery Authority

To: Rep. Robert Gosselin

From: Mike Czuprenski-SOCRRA Operations Director MAC

Fax #:

Pages: 2

Re: Rochester Hills/SOCRRA Landfill Property

Date: 2-1-02

We just developed the attached drawing for use in a grant application we submitted yesterday. Although it obviously highlights the proposed golf course, I thought it would compliment the fax I sent you last week and give you a good basis for evaluating potential alternatives. I have taken the liberty of highlighting in yellow the gas vent risers on our landfill property north of the Honeywell. The MDEQ has yet to declare if additional vents are needed over this parcel. If you have need for this drawing to a different scale, that may be possible. Please let me know if I can be of any further help in this regard.

I also should mention that we likely miss-read the "Proposed SOCRRA Park" drawing from the standpoint of the Honeywell Drain crossing. The asphalt path over the drain in the middle of the property would not necessitate a bridge of any sort as this is an existing road crossing. A crossing at any other point would require an elaborate bridge----likely of the $80,000 variety mentioned in the last bullet of my fax.

cc: Tom Waffen-SOCRRA General Manager; Jeff Bremer-SOCRRA Board Chairman

A HARD COPY MAP IS PROVIDED IN MATERIALS DELIVERED FOR THIS AGENDA.