



# TROY CITY COUNCIL

## REGULAR MEETING

### AGENDA

**MARCH 21, 2016**  
**CONVENING AT 7:30 P.M.**

**Submitted By**  
**The City Manager**

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

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500 W. Big Beaver  
Troy, MI 48084  
248.524.3300  
troymi.gov

The Honorable Mayor and City Council Members

City of Troy  
500 West Big Beaver  
Troy, MI 48084

Dear Mayor and City Council Members:

In this packet, you will find the agenda for the City Council meeting. To help facilitate an informed discussion, the packet provides you with agenda items and additional details. The packet also contains recommended courses of action for your consideration and seeks to aid you in adopting sound policy decisions for the City of Troy.

This comprehensive agenda has been put together through the collaborative efforts of management and staff members. We have made all attempts to obtain accurate supporting information. It is the result of many meetings and much deliberation, and I would like to thank the staff for their efforts.

If you need any further information, staff is always available to provide more information and answer questions that may arise. You can contact me at [bkischnick@troymi.gov](mailto:bkischnick@troymi.gov) or 989.233.7335 with questions.

Respectfully,

A handwritten signature in black ink that reads "B. K. L. K.", representing Brian Kischnick.

Brian Kischnick,  
City Manager

# 2016 Strategies

We believe a strong community embraces diversity, promotes innovation, and encourages collaboration.

We strive to lead by example within the region.

We do this because we want everyone to choose Troy as their community for life.

We believe in doing government the best.

- 1** Create space for a customer service welcome center at the east entrance of City Hall.
- 2** Redesign the City of Troy website.
- 3** Review city ordinances to address outdated policies and explore the need for new ordinances.
- 4** Install recycling elements in city facilities.
- 5** Link civic center campus with a trail and pathway system.
- 6** Establish site development design standards to ensure quality.
- 7** Explore the development of civic center property by conducting a market study and developing a concept plan.
- 8** Launch the Global Troy Advisory Committee.
- 9** Enhance the pedestrian crosswalk and transportation shelters at Automation Alley.
- 10** Partner to establish a Big Beaver transportation service.



# CITY COUNCIL AGENDA

March 21, 2016 – 7:30 PM  
Council Chambers  
City Hall - 500 West Big Beaver  
Troy, Michigan 48084  
(248) 524-3317

**INVOCATION:** **1**

**PLEDGE OF ALLEGIANCE:** **1**

**A. CALL TO ORDER:** **1**

**B. ROLL CALL:** **1**

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

C-1 Proclamation in Recognition of the Athens High School Student Congress for Raising More than \$84,000 During Their February 2016 Charity Week *(Presented by: Mayor Dane Slater)* **1**

**D. CARRYOVER ITEMS:** **1**

D-1 No Carryover Items **1**

**E. PUBLIC HEARINGS:** **1**

E-1 No Public Hearings **1**

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**2016 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:** **18**

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November 21, 2016 Regular Meeting..... 18  
December 5, 2016 Regular Meeting..... 18  
December 19, 2016 Regular Meeting..... 18



**INVOCATION:**

**PLEDGE OF ALLEGIANCE:**

**A. CALL TO ORDER:**

**B. ROLL CALL:**

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

- b) Excuse Absent Council Members:

Suggested Resolution

Resolution #2016-03-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of \_\_\_\_\_ at the Regular City Council Meeting of March 21, 2016, due to \_\_\_\_\_.

Yes:

No:

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

- C-1** Proclamation in Recognition of the Athens High School Student Congress for Raising More than \$84,000 During Their February 2016 Charity Week (*Presented by: Mayor Dane Slater*)

**D. CARRYOVER ITEMS:**

- D-1** No Carryover Items

**E. PUBLIC HEARINGS:**

- E-1** No Public Hearings

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

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

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

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

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

*The audience should be aware that all comments are to be directed to the Council rather than to City Administration or the audience. Anyone who wishes to address the Council is required to sign up to speak within thirty minutes before or within fifteen minutes of the start of the meeting. There are three Public Comment portions of the Agenda. For Items On the Agenda, Troy Residents and Business Owners can sign up to address Postponed, Regular Business, Consent Agenda, or Study items or any other item on the Agenda. Troy Residents and Business Owners can sign up to address all other topics under Items Not on the Agenda. All Speakers who do not live in Troy or own a Troy business may sign up to speak during the Comments on Items On and Not On the Agenda from Members of the Public Outside of Troy.*

*Also, there is a timer on the City Council table in front of the Mayor that turns yellow when there is one minute of speaker time remaining, and turns red when the speaker's time is up. In order to make the meeting more orderly and out of respect, please do not clap during the meeting, and please do not use expletives or make derogatory or disparaging comments about any one person or group. If you do so, then there may be immediate consequences, including having the microphone turned off, being asked to leave the meeting, and/or the deletion of speaker comments for any re-broadcast of the meeting. Speakers should also be careful to avoid saying anything that would subject them to civil liability, such as slander and defamation.*

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

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

**H. POSTPONED ITEMS:**

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**H-1 No Postponed Items**

**I. REGULAR BUSINESS:**

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

**a) Mayoral Appointments: None**

**b) City Council Appointments: None**

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**I-2 Board and Committee Nominations: a) Mayoral Nominations – Downtown Development Authority; b) City Council Nominations – Animal Control Appeal Board, Charter Revision Committee, Employees' Retirement System Board of Trustees / Retiree Health Care Benefits Plan and Trust, Liquor Advisory Committee, Traffic Committee**

**a) Mayoral Nominations:**

Suggested Resolution

Resolution #2016-03-

Moved by

Seconded by

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

**Downtown Development Authority**

Appointed by Mayor  
13 Regular Members  
4 Year Term

**Current Members:**

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 2
Blair	Timothy S.	6/17/2017	9/30/2019	In District	
Bostick	Dennis	1/31/2015	9/30/2016	In District	Partial Term (Carnago resigned)
Hay	David R.	8/25/2017	9/30/2019	In District	
Jonna	Arkan	10/22/2014	9/30/2016	In District	
Keisling	Laurence G.	5/25/2014	9/30/2016	At Large	
Kiriluk	Alan M.	10/12/2014	9/30/2016	In District	
Knight	Barbara	1/15/2016	9/30/2019	In District	P. Terry Knight's unexpired term
Macleish	Daniel	5/26/2014	9/30/2016	In District	
Randol	Ward Jr.	10/23/2016	9/30/2018	At Large	
Reschke	Ernest C.	10/15/2016	9/30/2018	At Large	
Schroeder	Douglas J.	10/23/2016	9/30/2018	At large	
Slater	Dane		12/31/2099	At Large	City Council exp 11/9/2015; DDA; LDFA
Vacancy			9/30/2017	At Large	Albert Papa's unexpired term.

**Nominations to the Downtown Development Authority:**

Term Expires: 9/30/2017

Term currently held by: Vacancy – Albert Papa's unexpired term (resigned)

**Interested Applicants:**

Last Name	First Name	App Resume Expire	Notes 2
Brennan	Michael T.	9/17/2017	
Eisenbacher	David	3/16/2018	
Huber	Robert M.	6/10/2017	
Kaltsounis	Andrew	10/15/2016	Liquor Advisory Comm. exp. 1/31/2019
Kornacki	Rosemary	10/9/2017	Brownfield Redev Authority exp 4/30/2017
Petrulis	Al	12/4/2017	ACAB exp 9/30/2018; Hist Dist Comm exp 3/1/2017; Traffic Comm. exp 1/31/2017

Schick	Michael	1/13/2017	
Swartz	Robert D.	12/15/2016	Brownfield exp 4/30/2017; EDC exp 4/30/2018

Yes:

No:

**b) City Council Nominations:**

Suggested Resolution

Resolution #2016-03-

Moved by

Seconded by

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

**Animal Control Appeal Board**

Appointed by Council  
5 Regular Members  
3 Year Term

**Current Members:**

Last Name	First Name	App Res Expire	Appointment Expire	Notes 2
Carolan	Patrick	6/17/2015	9/30/2016	
Floch	Patrick	11/18/2016	9/30/2018	
Petrulis	Al	6/16/2017	9/30/2018	Traffic Comm exp 1/31/2017
Saeger	Jayne	10/15/2016	9/30/2017	
Vacancy			9/30/2017	P. Terry Knight's Term

**Nominations to the Animal Control Appeal Board:**

**Unexpired Term Expires: 9/30/2017**

Term currently held by: Vacancy-P. Terry Knight term

**Interested Applicants:**

Last Name	First Name	App Resume Expire	Notes 1
Waters	Gretchen	1/4/2018	

**Charter Revision Committee**

Appointed by Council  
7 Regular Members  
3 Year Term

**Current Members:**

Last Name	First Name	App Res Expire	Appointment Expire	Notes 3
Bartnik	Mark		04/30/2018	
Berk	Robert	2/27/2015	4/30/2016	
Bliss	Daniel	11/16/2013	4/30/2015	NO Reappointment
Howrylak	Frank	2/1/2014	4/30/2017	
Kanoza	Shirley	2/21/2015	4/30/2016	
Weisgerber	William	5/7/2017	4/30/2015	NO Reappointment
Wilsher	Cynthia	2/27/2016	4/30/2017	

**Nominations to the Charter Revision Committee:****Term Expires: 4/30/2018**


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 Term currently held by: Daniel Bliss
**Term Expires: 4/30/2018**


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 Term currently held by: William Weisgerber
**Interested Applicants:**

No applications on file.

**Employees' Retirement System Board of Trustees / Retiree Health Care Benefits Plan and Trust**

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

**Current Members:**

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 3
Calice	Mark	10/8/2017	12/31/2018	Council Appointed Citizen	Requests Reappointment
Darling	Thomas			Chapter 10	
Gordon II	Thomas	9/17/2015	12/31/2016	DB-Employee Rep.-Elected	
Henderson	Dave		4/15/2018		Requests Reappointment
Kischnick	Brian			Chapter 10	
Pallotta	Steven		12/31/2017	DC Employee Rep.-Elected	
Stansbury	Milt	11/2/2017	12/31/2018	DC Employee Rep.-Elected	
Vacancy			12/31/2016	Wm. Need resigned 9/9/2015	

**Nominations to the Employees Retirement System Board of Trustees / Retiree Health Care Benefits Plan and Trust:**

**Unexpired Term Expires: 12/31/2016**

Term currently held by: Vacancy–W. Need resigned

**Interested Applicants:**  
No applications on file.

**Liquor Advisory Committee**

Appointed by Council  
7 Regular Members  
3 Year Term

**Current Members:**

Last Name	First Name	App Res Expire	Appointment Expire	Notes 3
Comiskey	Ann	3/18/2016	1/31/2018	
Ehlert	Max	11/5/2016	1/31/2018	
Godlewski	W. Stan	12/14/2012	1/31/2017	
Gorcyca	David	12/6/2015	1/31/2017	
Hall	Patrick	11/24/2017	1/31/2016	NO Reappointment
Kaltsounis	Andrew	11/24/2017	1/31/2019	
Oberski	Jeff			
Payne	Timothy	2/8/2014	1/31/2018	

**Nominations to the Liquor Advisory Committee:**

**Term Expires: 1/31/2019**

Term currently held by: Patrick Hall

**Interested Applicants:**  
No applications on file.

**Traffic Committee**

Appointed by Council  
7 Regular Members  
3 Year Term

**Current Members:**

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 3
Brandstetter	Tim	10/17/2016	1/31/2018		

Easterbrook	David	11/24/2017	1/31/2016		NO Reappointment
Huber	R. Mitch	6/10/2017	1/31/2016		
Huotari	William			Ex-Officio Member	
Kilmer	Richard	12/12/2015	1/31/2017		
Mayer	Gary			Ex-Officio Member	
Nelson	William			Ex-Officio Member	
Petrulis	Al	1/8/2016	1/31/2017	ACAB exp 9/30/2018	
Regan	Kathleen	3/26/2017	7/31/2016	STUDENT	
Wilsher	Cynthia	10/9/2016	1/31/2018		
Ziegenfelder	Peter	12/9/2015	1/31/2017		

**Nominations to the Traffic Committee:**

**Term Expires: 1/31/2019**

Term currently held by: David Easterbrook

**Term Expires: 1/31/2019**

Term currently held by: R. Mitch Huber

**Interested Applicants:**

No applications or resumes on file.

Yes:

No:

**I-3 No Closed Session Requested**

**I-4 Proposed Amendments to Chapters 18 (City Water Utility), 19 (City Sewer Service) and 20 (Water and Sewer Rates) of the City Code (Introduced by: Paul Trosper, Superintendent of Water and Sewer)**

**a) Amendments to Chapter 18 (City Water Utility)**

Suggested Resolution

Resolution #2016-03-

Moved by

Seconded by

RESOLVED, That the Troy City Council hereby **AMENDS** Chapter 18 of the Code of the City of Troy, as attached and recommended by City Administration; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:

No:

**b) Amendments to Chapter 19 (City Sewer Service)**

Suggested Resolution

Resolution #2016-03-

Moved by

Seconded by

RESOLVED, That the Troy City Council hereby **AMENDS** Chapter 19 of the Code of the City of Troy, as attached and recommended by City Administration; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:

No:

**c) Amendments to Chapter 20 (Water and Sewer Rates)**

Suggested Resolution

Resolution #2016-03-

Moved by

Seconded by

RESOLVED, That the Troy City Council hereby **AMENDS** Chapter 20 of the Code of the City of Troy, as attached and recommended by City Administration; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:

No:

**J. CONSENT AGENDA:**

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**J-1a Approval of "J" Items NOT Removed for Discussion**

Suggested Resolution

Resolution #2016-03-

Moved by

Seconded by

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

Yes:

No:

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**J-1b Address of "J" Items Removed for Discussion by City Council**

**J-2 Approval of City Council Minutes**Suggested Resolution  
Resolution #2016-03-

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

- a) City Council Liquor Violation Hearings Minutes-Draft – March 14, 2016
  - b) City Council Minutes-Draft – March 14, 2016
- 

**J-3 Proposed City of Troy Proclamations:**Suggested Resolution  
Resolution #2016-03-

- a) Athens High School 2015-2016 Student Congress
- 

**J-4 Standard Purchasing Resolutions:**

- a) **Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Fertilizer/Herbicide Application Services**

Suggested Resolution  
Resolution #2016-03-

RESOLVED, That Troy City Council hereby **AWARDS** a three (3) year contract for Fertilizer/Herbicide Application Services to the low bidder meeting specifications: *Green Meadows Lawnscape of Rochester Hills, MI*, for Proposals A-B at unit prices contained on the bid tabulation for an estimated annual cost of \$22,667.80, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with the contract expiring December 31, 2018.

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

- b) **Standard Purchasing Resolution 2: Award to Sole Bidder Meeting Specifications - Mosquito Control**

Suggested Resolution  
Resolution #2016-03-

RESOLVED, That Troy City Council hereby **AWARDS** a three (3) year contract for Mosquito Control to the sole bidder meeting specifications; *Custom Lawn Care of Flint, MI*, for Proposals A-G at unit prices contained on the bid tabulation, which opened March 3, 2016, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with the contract expiring December 31, 2018 for an estimated total annual cost of \$36,745.97; not to exceed budgetary limitations.

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

**c) Standard Purchasing Resolution 1: Award to Low Bidders - Aggregates**

Suggested Resolution  
Resolution #2016-03-

RESOLVED, That Troy City Council hereby **AWARDS** one (1) year contracts to provide Aggregates with an option to renew for one (1) additional year to the following low bidders;

<u>Company</u>	<u>Items</u>	<u>Estimated Total Cost</u>
Bedrock Express, LTD., Ortonville, MI	1,3,6,7,8	<b>\$30,957.00</b>
Richmond Transport Inc., Lenox, MI	4,9	<b>\$2,925.00</b>
Glenn Eisenhardt Excavating, Inc., Metamora, MI	2, 5	<b>\$27,875.00</b>
Estimated Total Cost		<b>\$61,757.00</b>

All aggregates to be purchased on as-needed basis; at unit prices contained in the bid tabulation opened March 3, 2016, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with contracts expiring April 30, 2018.

BE IT FURTHER RESOLVED, That the awards are **CONTINGENT** upon the contractors’ submission of properly executed bid documents, including insurance certificates and all other specified requirements.

**d) Standard Purchasing Resolution 2: Sole Bidder Meeting Specifications - Transit Mixed Concrete**

Suggested Resolution  
Resolution #2016-03-

RESOLVED, That Troy City Council hereby **AWARDS** a one (1) year contract to provide Transit Mixed Concrete with an option to renew for one (1) additional year to the sole bidder, *Superior Materials LLC of Farmington Hills, MI*, at unit prices contained in the bid tabulation opened March 10, 2016, a copy of which shall be **ATTACHED** to the original Minutes of this meeting and to be purchased on an as-needed basis as specified, with the contract expiring April 30, 2018.

BE IT FINALLY RESOLVED, That the award is **CONTINGENT** upon the contractor’s submission of properly executed bid documents, insurance certificates and all other specified requirements.

**e) Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications - Abandoned Property Mowing**

Suggested Resolution  
Resolution #2016-03-

RESOLVED, That Troy City Council hereby **AWARDS** a three (3) year contract with the option to renew for two (2) additional years to the low bidder meeting specifications, *Fougnie Pro Lawn of Troy, MI*, for an estimated total cost of \$6,215.00 per year at unit prices contained in the bid tabulation opened February 18, 2016, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; with the contract expiring December 31, 2018.

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

**f) Standard Purchasing Resolution 2: Low Bidder Meeting Specifications - Pool HVAC Unit Replacement – Troy Community Center**

Suggested Resolution  
Resolution #2016-03-

RESOLVED, That Troy City Council hereby **AWARDS** a contract to complete the installation of a new Pool HVAC Unit for the Troy Community Center for an estimated cost of \$290,837.00, not to exceed budgetary limitations, to the lowest bidder meeting specifications, *Tech Mechanical, Inc. of Pontiac, MI*, at the base bid price contained in the bid tabulation opened February 25, 2016; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon the contractor's submission of properly executed bid and contract documents, including insurance certificates, performance, labor and material bonds, maintenance bonds and all other specified requirements.

**g) Standard Purchasing Resolution 4: TCPN Purchasing Cooperative – Boulan Park Playground Resurfacing**

Suggested Resolution  
Resolution #2016-03-

RESOLVED, That Troy City Council hereby **APPROVES** a contract for materials and labor for the removal and installation of playground surfacing materials at Boulan Park as detailed in the attached quote #5998 from *BCI Burke Company, LLC of Fond du Lac, WI*, and *Snider Recreation of N. Royalton, OH*, the authorized Burke Dealer for the state of Michigan as per The Cooperative Purchasing Network (TCPN) proposal #R5199-MI-9432 for an estimated total cost of \$89,363.80.

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

**h) Standard Purchasing Resolution 2: Library Upgrades (Skylights, Lintels, Masonry Work)**

Suggested Resolution  
Resolution #2016-03-

RESOLVED, That Troy City Council hereby **AWARDS** a contract to remediate existing lintel and skylight conditions at the Troy Public Library as detailed in the attached bid tabulation for an estimated total cost of \$184,656.00 to the low bidder meeting all bid specifications, *Unified Business Technologies, Inc., of Troy, MI*, to be completed in this current Fiscal Year.

BE IT FURTHER RESOLVED, That Troy City Council also hereby **AWARDS** a contract to remediate the masonry conditions as detailed in the attached bid tabulation for an estimated total cost of \$36,856.00 to the low bidder meeting all bid specifications, *Bornor Restoration, Inc. of Lansing, MI*, to be completed d in Fiscal Year 2016/2017 at unit prices contained in the bid tabulation opened March 3, 2016, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FINALLY RESOLVED, That the award is **CONTINGENT** upon the contractors' submission of properly executed bid and contract documents, including insurance certificates, performance, labor and material bonds, maintenance bonds and all other specified requirements.

**i) Standard Purchasing Resolution 3: Exercise Renewal Option - Tree Maintenance Services**

Suggested Resolution  
Resolution #2016-03-

WHEREAS, On June 7, 2010, Troy City Council awarded a three-year contract to provide tree maintenance services with an option to renew for one (1) additional year to the low total bidder, J. H. Hart Urban Forestry of Sterling Heights, MI (Resolution #2010-06-131-I-4a); and,

WHEREAS, Troy City Council awarded a one-year option to renew plus an additional one-year extension detailed in the value added section of the bid tabulation with an escalator factor of 2.5% on April 8, 2013 (Resolution #2013-04-075-7-4g); and,

WHEREAS, Troy City Council awarded an additional one-year option to renew, which included an escalator of 2.5% on March 23, 2015 (Resolution #2013-04-075-7-4g);

NOW, THEREFORE, BE IT RESOLVED, That the Troy City Council hereby **DEEMS** it to be in the City's best interest to **EXERCISE** the option to renew the contract with *J. H. Urban Forestry of Sterling Heights, MI*, to provide two-year requirements of tree maintenance services with the addition of a 3% escalator for the first year only, based on pricing established from Resolution #2015-03-047-J-4b on March 23, 2015, and conditions for an estimated total annual cost of \$285,053 but not to exceed budgetary limitations for the extension, which will expire June 30, 2018.

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**J-5 Bid Waiver – Manhole Frames and Covers**

Suggested Resolution  
Resolution #2016-03-

RESOLVED, That Troy City Council hereby **AWARDS** a one (1) year contract for manhole frames and covers, purchased directly from the manufacturer, EJ of East Jordan, MI, at a list price discount of 53%, for an estimated total amount of \$100,000.00 on as-needed basis; not to exceed the Water and Sewer Division's and Streets and Drains Division's budgetary limitations; with the contract expiring April 30, 2017.

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**J-6 Bid Waiver – Wayfinding Signage Phase 2 – Troy Public Library**

Suggested Resolution  
Resolution #2016-03-

WHEREAS, On February 10, 2014, Troy City Council approved a contract with KMA Design of Pittsburgh, PA to design a Wayfinding Signage Package for the Troy Public Library (Resolution # 2014-02-017-J-4f); and,

WHEREAS, On May 11, 2015, Troy City Council approved a contract with *Sign Concepts dba ASI Signage Innovations of Troy, MI* in the amount of \$38,452.00 to complete Phase 1 of the Wayfinding Signage Project for the Troy Public Library; (Resolution #2015-05-070-J-4g); and,

WHEREAS, It is in the best interest of the City to maintain the high quality and detail of work on Phase 1 Wayfinding and ensure uniform color and sign standardization;

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council hereby **WAIVES** the formal bidding procedure and **AUTHORIZES** the City of Troy to **AWARD** a contract to install the Phase 2 Wayfinding Signage package at the Troy Public Library as per all bid specifications and all bid pricing for an estimated total cost of \$59,483.88 to *Sign Concepts dba ASI Signage Innovations of Troy, MI*.

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**J-7 Bid Waiver – Phase One Replacement of Hallway and Office Area Lighting to LED Lamps – Troy City Hall**

Suggested Resolution  
Resolution #2016-03-

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

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the City of Troy to purchase one thousand two hundred and twenty (1220) four-foot TOGGLED LED Lamps, one hundred ninety four (194) two-foot TOGGLED LED lamps and ninety seven (97) conversion kits for the Troy City Hall from the authorized manufacturer, *Toggled of Troy, MI*, as detailed in attached quote with the City of Troy Building Operations Department staff completing the installation process. The total estimated cost of the project is \$29,866.92.

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**J-8 Act 51 Mileage Certification for 2015**

Suggested Resolution  
Resolution #2016-03-

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

WHEREAS, Ashwood Drive, Ashwood Court, Oak Forest Drive, Bridle Path Drive, Chaps Drive, Rexedale Drive, Drake, Spring View, and Brooke View 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 were open to the public prior to December 31, 2015;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **ACCEPTS** the following platted and non-platted streets: Ashwood Drive, Ashwood Court, Oak Forest Drive, Bridle Path Drive, Chaps Drive, Rexedale Drive, Drake, Spring View, and Brooke View into the City of Troy local street system.

BE IT FURTHER RESOLVED, That the City of Troy hereby **DECERTIFIES** the following street: Cecil, effective on December 31, 2015.

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**J-9 Addendum #1 to Contract 15-8 – Mill and Hot Mix Asphalt (HMA) Overlay – Wattles Road, Rochester to John R**

Suggested Resolution  
Resolution #2016-03-

RESOLVED, That Troy City Council hereby **AWARDS** Addendum #1 to Contract No. 15-8, Wattles Mill & HMA Overlay, to *Pro-Line Asphalt Paving Corp., 11797 29 Mile Road, Washington Twp., MI, 48095*, for their low total bid of \$696,697.50.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements, and if additional work is required such additional work is **AUTHORIZED** in an amount not to exceed the budgeted amount of \$750,000.00.

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**J-10 ICMA-RC Money Purchase Plan and Trust 401a Amendment**

Suggested Resolution  
Resolution #2016-03-

WHEREAS, The City of Troy has employees rendering valuable services; and,

WHEREAS, The City of Troy established a qualified retirement plan for such employees that serves the interest of the City by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and,

WHEREAS, The City has determined that the continuance of the qualified retirement plan will serve these objectives;

NOW THEREFORE BE IT RESOLVED, That the City to **AMENDS** and **RESTATES** the qualified retirement plan (the "Plan") in the form of The ICMA Retirement Corporation Governmental Money Purchase Plan & Trust.

BE IT FURTHER RESOLVED, That the assets of the Plan **SHALL BE HELD** in trust, with the City serving as trustee ("Trustee"), for the exclusive benefit of Plan participants and their beneficiaries, and the assets **SHALL NOT BE DIVERTED** to any other purpose. The Trustee's beneficial ownership of Plan assets held in VantageTrust shall be held for the further exclusive benefit of the Plan participants and their beneficiaries.

BE IT FURTHER RESOLVED, That the City hereby **AGREES** to serve as Trustee under the Plan.

## **K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:**

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**K-1 Announcement of Public Hearings: None Submitted**

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

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

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

## **N. COUNCIL REFERRALS:**

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

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**N-1 No Council Referrals**

## **O. COUNCIL COMMENTS:**

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**O-1 No Council Comments Advanced**

## **P. REPORTS:**

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### **P-1 Minutes – Boards and Committees:**

- a) Zoning Board of Appeals-Final – December 15, 2015
- b) Employees' Retirement System Board of Trustees-Final–February 10, 2016

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### **P-2 Department Reports:**

- a) Fire Department Annual Report

**P-3 Letters of Appreciation:**

- a) To Chief Dave Roberts from Lance Koch, General Manager, and Dawn Regan, Event Coordinator, Regarding the Fire Department Attending an Event at Granite City
- b) To Chief Mayer from Stephanie Zandler, Principal at Morse Elementary School Regarding Officer Gail Jasak's Work with Students
- c) To the Troy Police Department from Den 4 Cub Scout Pack 1627 Regarding a Police Station Tour
- d) To Chief Mayer from Jarriel Koplun, Delphi, Regarding Officer Tour of the Campus
- e) To the Troy Police Department from Ken Carlson Regarding Officer Assistance
- f) To the Troy Police Department from Sue Vanderbrink Regarding Officer Assistance

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

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

**R. CLOSED SESSION:**

**R-1 No Closed Session Requested**

**S. ADJOURNMENT:**

Respectfully submitted,



Brian Kischnick, City Manager

**2016 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:**

April 18, 2016 ..... Joint Meeting–Troy City Council/Troy Planning Commission  
April 21, 2016 ..... Special Study Session – Budget Discussions  
April 25, 2016 ..... Special Study Session – Budget Discussions  
August 8, 2016 ..... Joint Meeting–Troy City Council/Troy School Board  
September 19, 2016..... Joint Meeting–Troy City Council/Troy Chamber  
October 24, 2016..... Joint Meeting–Troy City Council/Troy Planning Commission

**2016 SCHEDULED REGULAR CITY COUNCIL MEETINGS:**

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

**PROCLAMATION IN RECOGNITION OF  
ATHENS HIGH SCHOOL 2015-2016 STUDENT CONGRESS**

**WHEREAS**, The **Athens High School Student Congress** is a very active and dedicated group of 55 students and two advisors, committed to giving back to their community as well as the region; and

**WHEREAS**, Each year the **Athens High Student Congress** puts in countless hours, as well as blood, sweat and tears to help raise money for a charity of their choice during Charity Week; and

**WHEREAS**, The **Athens High Student Congress** selected the **Joan Rose Foundation**, a non-profit organization that provides impoverished children in Haiti with the opportunity to succeed in life. The Foundation provides food, education, clothing, medicine, love and support to the children; and

**WHEREAS**, This year the **Athens High Student Congress** gave back in a way that many teens and even most adults could not do by organizing a full week of activities, including game night, "Jail-n-Bail," Teacher Dance Battle, pancake breakfast, penny wars, film festival, Parent cook-off, restaurant nights, volleyball tournament, Mr. Athens pageant, t-shirt sales, dance, pep rally and much more; and

**WHEREAS**, **Athens Student Congress** raised \$84,104.21 this year for the **Joan Rose Foundation**. They also raised more than \$57,000 in 2015 for *Wish Upon a Teen*; \$56,000 in 2014 for *Desert Angels*; more than \$40,800 in 2013 for *Angels of Hope*; more than \$35,000 in 2012 for *I've Got Your Back*; and \$34,000 in 2011 for *Believe in Miracles*; and

**WHEREAS**, The **Student Congress** generates excitement throughout the School's 1,600 students as well as within the community. Congress meetings take place prior to school starting, and after a full day of classes members stay after school to count pennies, sell shirts, run the events and then go home to complete their homework. There is not a lot of sleep for Congress members during Charity Week; and

**WHEREAS**, Students find out how much money they raised at the Friday Pep Assembly and then celebrate their accomplishment with a final fundraiser dance that evening;

**NOW, THEREFORE, BE IT RESOLVED**, That the Troy City Council extends special recognition to the **Athens High School Student Congress**, for their selfless and tireless service and dedication to so many worthwhile organizations over the years; and

**BE IT FURTHER RESOLVED**, That the Troy City Council and all of Troy's residents congratulate the **Athens Student Congress** for being a shining example of how to give back to the community, as well as the region and wish all of the Athens High School students continued success in all future endeavors.

**Presented this 21<sup>st</sup> day of March 2016.**



## CITY COUNCIL AGENDA ITEM

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Date: March 21, 2016

To: Brian Kischnick, City Manager

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

Subject: Amendment to Chapter 18, 19, and 20 of the City Code  
(Introduced by: Paul Trospier)

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### History

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

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

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

On September 28, 2015, the City Council approved Resolution # 2015-09-130, transferring The City of Troy Water Service Contract from DWSD to GLWA.

On January 1, 2016 GLWA assumed management and control of the DWSD regional water system.

When there is an assignment of contracts, we also review our city ordinances to see if revisions are required. In addition to making changes to reflect GLWA as the new owner, there are a few other recommended revisions to Chapter 18 – City Water Utility Chapter 19- Sanitary Sewer Service and Chapter 20- Water and Sewer Rates of the city code.



## CITY COUNCIL AGENDA ITEM

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### **Recommendation**

That City Council approve the amendments needed to reflect the transfer of the water service contract from DWSD to GLWA in Chapter 18, 19 and 20 of the city code

That City Council approve the amendments needed to reflect the MDEQ requirements regarding cross connection device testing requirements in Chapter 18 of the City Code

That City Council approve the amendments needed to reflect updates and clarifications to Chapter 18,19,and 20 of the City Code

### **City Attorney's Review as to Form and Legality**

\_\_\_\_\_  
Lori Grigg Bluhm, City Attorney

\_\_\_\_\_  
Date

## AN ORDINANCE TO AMEND CHAPTER 18 - CITY OF TROY ORDINANCE

The City of Troy ordains:

### **Section 1. Short Title**

This Ordinance shall be known and may be cited as an amendment to Chapter 18- City of Troy Ordinance.

### **Section 2. Amendment**

Sections 12, 15, 16, 17, 18, 19, 20, 21 and 22 shall be amended as follows:

#### 12. Outdoor Water Use Restrictions

##### 12.01

The City of Troy, through its contract with the ~~Detroit Water and Sewerage Department~~ **Great Lakes Water Authority**, is obligated to take steps to insure that whenever possible, the use of the municipal water system shall be used during the non-peak hours of 11 pm to 5 am. To satisfy this contractual commitment, the following municipal water use regulations are in effect:

- A. For those properties in the City of Troy that are serviced by an underground irrigation system, outdoor watering, including the sprinkling of lawns and landscaping, shall be only done during the non-peak hours of 11 pm to 5 am.
- B. A water user may manually irrigate landscaping at any time, provided the irrigation is not connected to an underground system, and is attended and monitored by the water user.
- C. If the above provisions create a practical hardship for a municipal water user, the municipal water user can petition the Superintendent of the Department of Water and Sewer or his/her designee, asking for relief from one of the above referenced restrictions. The petition shall set forth the requested relief, and shall detail the extraordinary circumstances that would justify the requested relief, as well as the duration of the requested relief. The Director of Public Works or his/her designee can grant or deny or modify the petition, taking into consideration the contractual obligations of the City, as well as the articulated circumstances of the petitioner. The decision of the Director of Public Works or his/her designee shall be final.
- D. Any person, firm, or corporation violating any of the provisions, as set forth in paragraphs A and B, without obtaining relief, as provided in paragraph C, shall be responsible for a municipal civil infraction, in accordance with the provisions of Chapter 100 of the City of Troy ordinances.

- 12.02 Whenever the **City Manager or his/her designee** receives notification from the **Great Lakes Water Authority** ~~Detroit Water and Sewerage Department~~ or the City Council or the Michigan Department of Environmental Quality that current conditions of the water system of the City are likely to endanger the general welfare of the City, then additional emergency regulations can be imposed on all properties connected to the City water system, including an absolute temporary ban on **sprinkling of lawns and landscaping and all outdoor water use.**

Within 24 hours of notification, as set forth above, any additional emergency regulations shall be posted at the City offices and publicly announced by means of broadcasts or telecasts by the stations with a normal operating range covering the City. The announcement may also be further declared in newspapers of general circulation when feasible. The regulations shall become effective immediately upon the posting and publication of the additional emergency regulations. Upon notification from the **Great Lakes Water Authority** ~~Detroit Water and Sewerage Department~~ in connection with the Michigan Department of Environmental Quality or the City Council, that the emergency regulations are no longer necessary, the City shall cause a public announcement lifting the water restrictions.

#### Cross Connections

15. It shall be unlawful for any person to make or maintain, or allow to be made or to be maintained, upon property owned **or controlled** by such **any person or entity**, a cross-connection between the **potable** public water supply system and a secondary water supply system. ~~The City adopts, by reference, the water supply cross-connection rules of the Michigan Department of Public Health, being R325.431 to R-325.440 and amendments, inclusive, of the Michigan Administrative Code.~~
16. It shall be the duty of the **Public Works Director** ~~Superintendent of Public Services~~ of the City of Troy or his/**her** authorized agent, to cause inspections to be made of all properties served by the public water supply system. ~~where cross-connections with the public water supply are deemed possible.~~ The frequency of inspections and re-inspections, based upon potential health hazards involved, shall be established by the **Public Works Director or his/her designee.** ~~Superintendent of Public Services, and as approved by the Michigan Department of Public Health.~~
- 17A. **Backflow Preventer Testing.** The **Public Works Director** or his designee shall require **testing for backflow preventers to be completed by private individuals or companies, as required by the Michigan Department of Environmental Quality, the State Plumbing Act, or otherwise required by law.** The cost for the required testing shall be borne by the property owner. If the **Public Works Director** or his/**her** designee opines that there are emergency circumstances that require immediate testing, the **Public Works Director** may hire a licensed plumber to perform such testing, with the cost to be borne by the customer.
- 17A. ~~Fees. The testing for cross connections and backflow prevention devices shall be accomplished by the authorized personnel of the Public Services Department; a fee for such tests shall be charged to the owner and/or occupant based upon the average time and material costs as determined from time to time by the Public Services Department.~~

- 17B. Notice of Violation; Compliance Period of Time. The **Public Works Director, the Cross Connection Control Inspector,** ~~Superintendent of Public Services,~~ or his or her duly authorized agent, upon determining that a violation of the provisions herein exists, shall notify the owner and/or the occupant of the property so affected, in writing, of the nature of the violation, ~~said notice to include a~~ **including a** period of time for compliance which shall be commensurate with the degree of the hazard involved, ~~but in no case shall that period of time exceed nine (9) months.~~ **Such notice shall be deemed properly served if a copy is personally served or sent by regular mail to the occupant and/or owner at the address that is listed on the City of Troy Assessing Records.** Violations which pose an extreme hazard ~~may~~ **will** be disconnected immediately. The **owner or occupant's** failure to correct the violation within the period of time prescribed, and each day thereafter, shall constitute a separate violation of this Chapter.
18. The **Public Works Director** ~~Superintendent of Public Services,~~ or his or her representatives, shall have the right to enter, at any reasonable time, any property served by a connection to the public water supply system of the City for the purpose of inspecting the piping system or systems thereof for the cross-connections. Upon request, the owner or occupants of any property so served shall furnish ~~to the inspection agency~~ any pertinent information regarding the piping system or systems on such property. The refusal of such information or refusal of access, when requested, shall be deemed (prima facie) evidence of the presence of cross-connections. If there is a refusal, the City is authorized to discontinue services upon ~~(Sixty (60)~~ **Thirty (30)** days written notice by regular mail) given to ~~(the last known address of) the occupants and/or owner (and/or) occupants,~~ **as listed on the City of Troy Assessing Records.** The City is also authorized to pursue a Court order to obtain access to the premises.
19. The **Public Works Director** ~~Superintendent of Public Services,~~ or his or her authorized agent, is hereby authorized, ~~any~~ **and** may direct the discontinuance of water service after giving ~~sixty~~ **Thirty (30 60)** days **advance** written notice, to any **occupant and/or** property owner ~~and/or occupant,~~ **by personal service or regular mail to the address listed on the City of Troy Assessing Records, its last known address, wherein if any connection is in violation of this Chapter, and ~~to~~ **may** take such additional precautionary measures which may be deemed necessary to eliminate any danger of contamination of the ~~potable~~ **public** water supply system. Where it is determined that the ~~potable~~ **public** water supply system is being contaminated, such services may be terminated immediately. Water service to such property shall not be restored until any cross-connection has been eliminated in compliance with the provisions of this Chapter.**
20. The potable water supply made available on the properties served by the public water supply shall be protected from possible contamination, as specified by this Chapter, ~~and~~ **by the State of Michigan Safe Drinking Water Act, the Michigan Plumbing Code and the Michigan Residential Code, which are all incorporated by reference.** ~~and City Plumbing Code.~~ Any water outlet which could be used for potable or domestic purposes, and which is not supplied by the potable system, must be labeled in a conspicuous manner as "Water Unsafe For Drinking".
21. This Chapter shall supplement the ~~State~~ **Michigan** Plumbing Code and ~~the~~ **Michigan**

~~Residential Code and the Safe Drinking Water Act City of Detroit Plumbing Ordinance No. 849E~~ which ~~are~~ has been adopted by the City of Troy Reference ~~and incorporated~~. If a conflict should occur, the Code ~~Regulation~~ which is most restrictive shall govern.

22. Any person who shall ~~violates~~ any of the provisions of this Chapter shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined ~~an amount~~; not exceeding Five Hundred and 00/100 (\$500.00) Dollars, or by imprisonment, ~~not to exceed of up to~~ ninety (90) days, or both. ~~such fine and imprisonment, in the discretion of the Court.~~ ~~Each day upon which a violation of the provisions of this act occur shall be deemed a separate and additional violation.~~

### **Section 3. Repeal**

All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

### **Section 4. Savings**

All proceedings pending, and all rights and liabilities existing, acquired or incurred, at the time this Ordinance takes effect, are hereby saved. Such proceedings may be consummated under and according to the ordinance in force at the time such proceedings were commenced. This ordinance shall not be construed to alter, affect, or abate any pending prosecution, or prevent prosecution hereafter instituted under any ordinance specifically or impliedly repealed or amended by this ordinance adopting this penal regulation, for offenses committed prior to the effective date of this ordinance; and new prosecutions may be instituted and all prosecutions pending at the effective date of this ordinance may be continued, for offenses committed prior to the effective date of this ordinance, under and in accordance with the provisions of any ordinance in force at the time of the commission of such offense.

### **Section 5. Severability Clause**

Should any word, phrase, sentence, paragraph or section of this Ordinance be held invalid or unconstitutional, the remaining provision of this ordinance shall remain in full force and effect.

### **Section 6. Effective Date**

This Ordinance shall become effective ten (10) days from the date hereof or upon publication, whichever shall later occur.

This Ordinance is enacted by the Council of the City of Troy, Oakland County, Michigan, at a Regular Meeting of the City Council held at City Hall, 500 W. Big Beaver, Troy, MI, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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Dane Slater, Mayor

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M. Aileen Dickson, CMC, City Clerk

## AN ORDINANCE TO AMEND CHAPTER 19 - CITY OF TROY ORDINANCE

The City of Troy ordains:

### Section 1. Short Title

This Ordinance shall be known and may be cited as an amendment to Chapter 19- City of Troy Ordinance.

### Section 2. Amendment

Sections 19.01, 19.03, 19.04, 19.07, 19.08, and 19.10 shall be amended as follows:

19.01.00 **DEFINITIONS.** In the interpretation of this chapter the following definitions shall apply unless the content clearly indicates otherwise:

19.01.02 ~~Building Department Inspector~~ shall mean the employee or employees of the City of Troy's ~~Building Department~~, who is responsible for the inspection of the privately owned and maintained On-site Sewage Disposal Systems within the City of Troy.

19.01.07 ~~DWSD shall mean the Detroit Water and Sewerage Department.~~  
**GLWA shall mean the Great Lakes Water Authority.**

### **ON-SITE SEWAGE DISPOSAL SYSTEMS**

19.03.03 Maintenance of System. The owner shall operate and maintain the OSDS facilities in a sanitary manner at all times at no expense to the City. Maintenance of the OSDS shall include:

1. Having a fixed interval inspection and evaluation performed by City staff **or the Oakland County Health Department** every four (4) years, this shall consist of:
  - (A) Pumping of the septic tank at the time of inspection by a state licensed septage hauler.
  - (B) Information gathering on the maintenance, including frequency of pumping of the septic tank.
  - (C) Visual and olfactory observations and inspections of the condition of the septic tank, absorption system, pumps, filters, and other important features of the OSDS
  - (D) Preparation of a report.
2. Having the septic tank pumped on an as needed basis to ensure a satisfactory operation of the system.
3. Repairs. The cost of all repairs, maintenance and replacements of existing On-site Sewage Disposal Systems shall be borne by the property owner. The owner shall

make an application to perform such work to the ~~Building Department~~ Inspector and ~~or~~ the Oakland County Health Department.

- 19.03.04 Inspections. The City of Troy ~~or the Oakland County Health Department~~ will notify the property owner when the building sewer and OSDS are required to have an inspection. The ~~Building Department~~ Inspector shall ~~may~~ then inspect said OSDS and associated appurtenances to determine if the system is operating satisfactorily or is failing.
- 19.03.06 If the OSDS and associated appurtenances do not meet the requirements for a functioning septic system, then the system will be considered a failing system. The owner of the property will be required to have the system repaired. The property owner will be responsible for obtaining all necessary repair permits from the Oakland County Health Department. Once the repairs have been completed, the property owner will be required to have the OSDS inspected again by the ~~Building Department~~ Inspector to ensure that the system is working properly.
- 19.03.07 Inspection Fee. All ~~mandated~~ OSDS inspections, ~~as set forth above, shall be made only with written authorization and inspection reports issued by the City and with~~ ~~require the property owner to~~ pay the inspection fee, ~~ments of fees as shall be established from time to time by the City Council, The fees and charges shall be related to actual costs incurred directly or indirectly to implement the On-site Sewage Disposal System Inspection Program.~~

#### **BUILDING SEWERS AND CONNECTIONS**

- 19.04.05 Plans and Inspection of Plumbing Construction. All applicants for sewer connection permits shall first allow the City Plumbing ~~Inspector~~ Inspector to inspect the premises to be connected. The inspector shall determine whether present plumbing facilities are free from all safety hazards. ~~Prior to making any connection, the~~ The property owner ~~prior to connection~~ shall make all changes and improvements in the system required by the Plumbing Inspector ~~to the~~ ~~City sewer.~~

#### **PROHIBITED USES**

- 19.05.02 Except as hereinafter provided, no person shall discharge any industrial or commercial type wastes into the Troy sewer system, which is deleterious to the public health and safety of the people of the City of Troy. Any waste will be considered deleterious that may cause damaging effects as stated under General Conditions and/or does not conform to the limitations stated under Specific Conditions.

(1) General Conditions:

- (A) Chemical reaction, either directly or indirectly, with the materials of construction to impair the strength or durability of sewer structures.
- (B) Mechanical action that will destroy or damage the sewer structures.
- (C) Restriction of the hydraulic capacity of sewer structures.

- (D) Restriction of the normal inspection or maintenance of the sewer structures.
- (E) Placing of unusual demands on the sewage treatment equipment or process.
- (F) Limitation of the effectiveness of the sewage treatment process.
- (G) Danger to public health and safety.
- (H) Obnoxious conditions inimical to the public interest.
- (I) Any conditions not listed above that are prohibited by the ~~DWSD~~ **GLWA** or are prohibited by the MDEQ and/or Federal Clean Water Act.

(2) Specific Conditions:

- (A) Acidity or alkalinity must be neutralized to a pH of 7.0 as a daily average on a volumetric basis, with a maximum temporary variation of pH 5.0 to 10.0.
- (B) Must not contain more than 10 P.P.M. of the following gases: Hydrogen sulfur dioxide, oxides of nitrogen, or any of the halogens.
- (C) Must not contain any explosive substance.
- (D) Must not contain any flammable substance with a flash point lower than 187 degrees F.
- (E) Must have a temperature within the range of 32 degrees to 150 degrees F.
- (F) Must not contain grease or oil or other substance that will solidify or become viscous at temperatures between 32 degrees and 150 degrees F.
- (G) Must not contain insoluble substance in excess of 10,000 P.P.M. or exceeding a daily average of 500 P.P.M.
- (H) Must not contain total solids (soluble and insoluble substance) in excess of 20,000 P.P.M., or exceeding a daily average of 2,000 P.P.M.
- (I) Must not contain soluble substance in concentrations that would increase the viscosity to greater than 1.1 specific viscosity.
- (J) Must not contain insoluble substance having a specific gravity greater than 2.65.
- (K) Must not contain insoluble substance that will fail to pass a No. 8

- standard sieve, or having any dimension greater than 1/2 inch.
- (L) Must not contain gases or vapors, either free or occluded, in concentrations toxic or dangerous to humans or animals.
  - (M) Must not have a chlorine demand greater than 15 P.P.M.
  - (N) Must not contain more than 100 P.P.M. of an antiseptic substance.
  - (O) Must not contain phenols in excess of .005 P.P.M.
  - (P) Must not contain any toxic or irritating substance, which will create conditions hazardous to public health and safety.
  - (Q) Must not contain in excess of 100 P.P.M. or exceed a daily average of 25 P.P.M. of any grease or oil or any oily substance.
  - (R) Must meet all requirements for discharging into the ~~DWSD~~ **GLWA** public sanitary sewer system.

All of the preceding standards and regulations are to apply at the point where industrial or commercial type wastes are discharged into a public sewer and all chemical and/or mechanical corrective treatment must be accomplished to practical completion before this point is reached.

## **PRELIMINARY TREATMENT FACILITIES**

- 19.07.01 Preliminary Treatment Facilities. The admission into the public sewers of any waters or wastes having (1) a five (5) day BOD greater than 300 parts per million by weight, or (2) containing more than 350 parts per million by weight of suspended solids, or (3) containing any quantity or substance having the characteristics described in Section 19.05.02 or (4) having a daily average flow greater than two (2%) percent of the average daily sewage flow of the City of Troy, shall be subject to the review and approval of the City Council and/or the MDEQ or the **GLWA** ~~DWSD~~. Where necessary in the opinion of the City Council and/or the MDEQ or the **GLWA** ~~DWSD~~, the owner shall provide, at his expense, such preliminary treatment as may be necessary to (1) reduce the BOD to 300 parts per million and the suspended solids to 350 parts per million by weight, or (2) reduce objectionable characteristics or constituents to within the maximum limits provided for in Section 19.05.02, or (3) control the quantities and rates of discharge of such waters or wastes. Plans, specifications and any other pertinent information relating to the proposed preliminary treatment facilities shall be submitted for approval of the City Council and/or of the MDEQ or the **GLWA** ~~DWSD~~ and no construction of such facilities shall be commenced until said approvals are obtained in writing.
- 19.07.03 Control Manholes. When required by the City Council and/or the MDEQ or the **GLWA** ~~DWSD~~, the owner of any property served by a building sewer carrying industrial wastes shall install a suitable control manhole in the building sewer to facilitate observation, sampling and measurement of wastes. Such manhole, when required, shall be

accessibly and safely located, and shall be constructed in accordance with plans approved by the City Council. The manhole shall be installed by the owner at his expense and shall be maintained by him so as to be safe and accessible at all times.

### **PROTECTION FROM DAMAGE**

19.08 No unauthorized person shall break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment, which is a part of the municipal sewerage system. No person, firm or corporation shall place earth, debris, landscaping or other materials in a manner that will obstruct, obscure or prevent normal access to or operation of any manhole, siphon chamber, pumping station, meter chamber or other sewerage system appurtenance. The Troy Superintendent of Water and Sewer or his/her designee may order the removal of said materials by City personnel or contractors. The expenses incurred in the removal shall be a debt to the City from the responsible person, firm or corporation, and shall be collected as any other debt to the City.

### **ENFORCEMENT - PENALTIES**

19.10.01 Inspectors. ~~The Building Department Inspector of the City of Troy~~ and other duly authorized officials or employees of the City and agents of the MDEQ, Oakland County Health Department, or the GLWA DWSD bearing proper credentials and identification shall be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling, and testing, in accordance with the provisions of this chapter at any time during reasonable or usual business hours. Any person guilty of refusing or obstructing such entry shall be guilty of a violation of this code.

19.10.02 Notice to Cease Violation. Any person found to be violating any provisions of this chapter except Section 19.04.08, 19.05.01, 19.05.02, ~~19.05.04~~, 19.08, and 19.10.03 shall be served by the City of Troy with written notice stating the nature of such violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, take corrective action as may be necessary.

### **Section 3. Repeal**

All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

### **Section 4. Savings**

All proceedings pending, and all rights and liabilities existing, acquired or incurred, at the time this Ordinance takes effect, are hereby saved. Such proceedings may be consummated under and according to the ordinance in force at the time such proceedings were commenced. This ordinance shall not be construed to alter, affect, or abate any pending prosecution, or prevent prosecution hereafter instituted under any ordinance specifically or impliedly repealed or amended by this ordinance adopting this penal

regulation, for offenses committed prior to the effective date of this ordinance; and new prosecutions may be instituted and all prosecutions pending at the effective date of this ordinance may be continued, for offenses committed prior to the effective date of this ordinance, under and in accordance with the provisions of any ordinance in force at the time of the commission of such offense.

**Section 5. Severability Clause**

Should any word, phrase, sentence, paragraph or section of this Ordinance be held invalid or unconstitutional, the remaining provision of this ordinance shall remain in full force and effect.

**Section 6. Effective Date**

This Ordinance shall become effective ten (10) days from the date hereof or upon publication, whichever shall later occur.

This Ordinance is enacted by the Council of the City of Troy, Oakland County, Michigan, at a Regular Meeting of the City Council held at City Hall, 500 W. Big Beaver, Troy, MI, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Dane Slater, Mayor

\_\_\_\_\_  
M. Aileen Dickson, CMC, City Clerk

# AN ORDINANCE TO AMEND CHAPTER 20 - CITY OF TROY ORDINANCE

The City of Troy ordains:

## Section 1. Short Title

This Ordinance shall be known and may be cited as an amendment to Chapter 20- City of Troy Ordinance.

## Section 2. Amendment

Sections 16, 17 and 18 shall be amended as follows:

16. Non-residential Flow Surcharge: The City of Troy shall pay a quarterly non-residential surcharge as established from time to time by the ~~Oakland County of Oakland~~ **Water Resources Commissioner or his/her representative, the** State of Michigan, or its authorized representative, ~~or the Detroit Water and Sewer Department~~ **Great Lakes Water Authority** and adopted by Resolution of the Troy City Council. The non-residential surcharge shall be based on the total number and size of water meters used by non-residential users of the system. Where metered water is not available, the Assigned Water Meter size shall be reported by the City in accordance with the following schedule:

<u>Units Assigned in Accordance With the Current Oakland County Department of Public Works Schedule of Unit Assignment Factors</u>	<u>Assigned Water Meter Size</u>
1 - 4	5/8" and 3/4"
5 - 10	1"
11 - 20	1-1/2"
21 - 32	2"
33 - 64	3"
65 - 100	4"
101 - 200	6"

The City shall report quarterly **to the Oakland County Water Resources Commissioner and/or the Great Lakes Water Authority** the total number and size of water meters used by non-residential users or alternatively, the Assigned Water Meter size pursuant to the above schedule.

17. Sanitary Wastewater Disposal Charge: The City of Troy shall pay a sanitary wastewater disposal charge. This charge shall be **a fixed annual fee as established by the Oakland County Water Resources Commissioner.** ~~based on readings of the master water meters serving the Southeastern Oakland County Communities.~~

~~From these meter readings the water consumption of each municipality shall be determined. Water consumption shall be the basis for sanitary wastewater disposal charges using the formula of rate per 1,000 cubic feet, said rate as established from time to time by the Oakland County Drain Commissioner, and adopted by Resolution of the Troy City Council. If the City has individual sewer customers with metered sewage, the City shall report within 15 days following the end of each calendar quarter the total metered sewage in the City, in lieu of water consumption. Based on the quarterly report, each community shall pay a charge per 1,000 cubic feet of metered sewage, as established from time to time by Oakland County or the Detroit Water and Sewer Department, and adopted by Resolution of the Troy City Council. The rate for sewage disposal based on the metered~~

~~sewage method shall be 110% of the rate established for the master meter water method.~~

18. Storm Water Disposal Charge:

- ~~1) Evergreen-Farmington Sewage Disposal System: The City shall pay a charge for disposal of storm water in proportion to the area in the City served by combined sewers in the Evergreen-Farmington Sewage Disposal System and by the recorded duration of the spill at the Acacia and Bloomfield Regulators. Said charge will be as established from time to time by Oakland County or the Detroit Water and Sewer Department, and acknowledged by Resolution of the Troy City Council.~~
- ~~2) Southeastern Oakland County Sewage Disposal System (S.O.C.S.D.S.): The entire flow from the S.O.C.S.D.S. enters the Detroit treatment plant through the Dequindre Interceptor, which contains a master meter. The metered flow is reduced by the amount of water consumption for the system. This reduced flow shall be multiplied by a land use factor to determine the City's share of the flow. Storm water disposal charges shall be determined by using a formula of rate per 1,000 cubic feet, as established from time to time by the Oakland County Drain Commissioner, and acknowledged by Resolution of the Troy City Council.~~

**Section 3. Repeal**

All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

**Section 4. Savings**

All proceedings pending, and all rights and liabilities existing, acquired or incurred, at the time this Ordinance takes effect, are hereby saved. Such proceedings may be consummated under and according to the ordinance in force at the time such proceedings were commenced. This ordinance shall not be construed to alter, affect, or abate any pending prosecution, or prevent prosecution hereafter instituted under any ordinance specifically or impliedly repealed or amended by this ordinance adopting this penal regulation, for offenses committed prior to the effective date of this ordinance; and new prosecutions may be instituted and all prosecutions pending at the effective date of this ordinance may be continued, for offenses committed prior to the effective date of this ordinance, under and in accordance with the provisions of any ordinance in force at the time of the commission of such offense.

**Section 5. Severability Clause**

Should any word, phrase, sentence, paragraph or section of this Ordinance be held invalid or unconstitutional, the remaining provision of this ordinance shall remain in full force and effect.

**Section 6. Effective Date**

This Ordinance shall become effective ten (10) days from the date hereof or upon publication, whichever shall later occur.

This Ordinance is enacted by the Council of the City of Troy, Oakland County, Michigan, at a Regular Meeting of the City Council held at City Hall, 500 W. Big Beaver, Troy, MI, on the

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

---

Dane Slater, Mayor

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M. Aileen Dickson, CMC, City Clerk

**A. CALL TO ORDER:**

A Regular Meeting of the Troy City Council was held on Monday, March 14, 2016, at City Hall, 500 W. Big Beaver Rd. Mayor Slater called the meeting to order at 6:04 PM.

**B. ROLL CALL:**

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

**C. PUBLIC HEARINGS:****C-1 Liquor Violations:****a) A & S Babi, Inc. (dba: John's Party Store):**

The Mayor opened the Public Hearing at the 6:00 PM City Council Liquor Violation Hearings held on Monday, February 22, 2016. Assistant City Attorney Julie Dufrane presented the facts of the case.

The Mayor closed the Public Hearing after hearing comments from the Licensee and Nancy Morrison, Executive Director of the Troy Community Coalition.

Moved by Pennington  
Seconded by Henderson

WHEREAS, The City of Troy scheduled a hearing, as allowed under State Law and the City of Troy Ordinances, Chapter 101, and also the Liquor License Agreement between the licensee and the City, to review the following alleged violation:

Name: A & S Babi, Inc. (dba: John's Party Store)  
Address: 4009 Livernois, Troy, MI 48098  
License No: SDD (12780-2015) SDM (19705-2015)  
Violation: SALE TO MINOR (Compliance Test) on February 20, 2015; and,

WHEREAS, After due notice the licensee was given the opportunity to review this cited infraction, and an opportunity to confront witnesses and/or statements of accusers while in the presence of this City Council, sitting as a hearing body on Monday, March 14, 2016;

NOW, THEREFORE, BE IT RESOLVED, That as a result of this hearing, the Troy City Council **HAS BEEN PERSUADED** that the alleged violation did occur, as set forth above.

BE IT FURTHER RESOLVED, That due to the violation at the licensed establishment, the Troy City Council, after due notice, appropriate hearing and deliberations, **RECOMMENDS** renewal

of the off-premises liquor license for the license year beginning May 1, 2016, with the **STIPULATION** that all serving employees successfully complete a server training program, as defined under State Law (MCL 436.1906) within 90 days of today's date, and that immediately upon completion, licensee shall submit proof of the successful completion of the server training program to the Troy Police Department.

BE IT FURTHER RESOLVED, That if the licensee fails to comply with this condition within 120 days, then licensee **SHALL APPEAR** before the Troy City Council after due notice, and that the licensee's failure to comply with the server training condition could serve as a basis for the Troy City Council to take adverse action against the licensee's liquor license.

BE IT FINALLY RESOLVED, That a certified copy of this resolution **SHALL BE SENT** to the Michigan Liquor Control Commission.

**Motion to Amend C-01a Liquor Violations – A&S Babi, Inc. (dba John's Party Store)**

Resolution #2016-03-037  
 Moved by Henderson  
 Seconded by Abraham

RESOLVED, That Troy City Council hereby **AMENDS** C-01a Liquor Violations – A&S Babi, Inc. (dba John's Party Store) to **STRIKE** "within 90 days of today's date" and "that immediately upon completion".

Yes: All-7  
 No: None

**MOTION CARRIED**

**Resolution as Amended C-01a Liquor Violations – A&S Babi, Inc. (dba John's Party Store)**

Resolution #2016-03-038  
 Moved by Pennington  
 Seconded by Henderson

WHEREAS, The City of Troy scheduled a hearing, as allowed under State Law and the City of Troy Ordinances, Chapter 101, and also the Liquor License Agreement between the licensee and the City, to review the following alleged violation:

Name: A & S Babi, Inc. (dba: John's Party Store)  
 Address: 4009 Livernois, Troy, MI 48098  
 License No: SDD (12780-2015) SDM (19705-2015)  
 Violation: SALE TO MINOR (Compliance Test) on February 20, 2015; and,

WHEREAS, After due notice the licensee was given the opportunity to review this cited infraction, and an opportunity to confront witnesses and/or statements of accusers while in the presence of this City Council, sitting as a hearing body on Monday, March 14, 2016;

NOW, THEREFORE, BE IT RESOLVED, That as a result of this hearing, the Troy City Council **HAS BEEN PERSUADED** that the alleged violation did occur, as set forth above.

BE IT FURTHER RESOLVED, That due to the violation at the licensed establishment, the Troy City Council, after due notice, appropriate hearing and deliberations, **RECOMMENDS** renewal of the off-premises liquor license for the license year beginning May 1, 2016, with the **STIPULATION** that all serving employees successfully complete a server training program, as defined under State Law (MCL 436.1906), and licensee shall submit proof of the successful completion of the server training program to the Troy Police Department.

BE IT FURTHER RESOLVED, That if the licensee fails to comply with this condition within 120 days, then licensee **SHALL APPEAR** before the Troy City Council after due notice, and that the licensee's failure to comply with the server training condition could serve as a basis for the Troy City Council to take adverse action against the licensee's liquor license.

BE IT FINALLY RESOLVED, That a certified copy of this resolution **SHALL BE SENT** to the Michigan Liquor Control Commission.

Yes: All-7  
No: None

#### **MOTION CARRIED**

**b) Mr. Pizza, Inc. (dba: Mr. Pizza Bootleg Party Store):**

Resolution #2016-03-039  
Moved by Henderson  
Seconded by Pennington

The Mayor opened the Public Hearing at the 6:00 PM City Council Liquor Violation Hearings held on Monday, February 22, 2016. Assistant City Attorney Julie Dufrane presented the facts of the case.

The Mayor closed the Public Hearing after hearing comments from the Licensee.

WHEREAS, The City of Troy scheduled a hearing, as allowed under State Law and the City of Troy Ordinances, Chapter 101, and also the Liquor License Agreement between the licensee and the City, to review the following alleged violation:

Name: Mr. Pizza, Inc. (dba: Mr. Pizza Bootleg Party Store)  
Address: 4973 Livernois, Troy, MI 48098  
License No: SDD (13197-2015) SDM (12781-2015)  
Violation: SALE TO MINOR (Compliance Test) on February 20, 2015; and,

WHEREAS, After due notice the licensee was given the opportunity to review this cited infraction, and an opportunity to confront witnesses and/or statements of accusers while in the presence of this City Council, sitting as a hearing body on Monday, March 14, 2016;

NOW, THEREFORE, BE IT RESOLVED, That as a result of this hearing, the Troy City Council **HAS BEEN PERSUADED** that the alleged violation did occur, as set forth above.

BE IT FURTHER RESOLVED, That due to the violation at the licensed establishment, the Troy City Council, after due notice, appropriate hearing and deliberations, **RECOMMENDS** renewal of the off-premises liquor license for the license year beginning May 1, 2016, with the **STIPULATION** that all serving employees successfully complete a server training program, as defined under State Law (MCL 436.1906) within 90 days of today's date, and that immediately upon completion, licensee shall submit proof of the successful completion of the server training program to the Troy Police Department.

BE IT FURTHER RESOLVED, That if the licensee fails to comply with this condition within 120 days, then licensee **SHALL APPEAR** before the Troy City Council after due notice, and that the licensee's failure to comply with the server training condition could serve as a basis for the Troy City Council to take adverse action against the licensee's liquor license.

BE IT FINALLY RESOLVED, That a certified copy of this resolution **SHALL BE SENT** to the Michigan Liquor Control Commission.

Yes: All-7  
No: None

#### **MOTION CARRIED**

#### **c) Dhammamegha, Inc. (dba: Priya):**

Resolution #2016-03-040  
Moved by Abraham  
Seconded by Campbell

The Mayor opened the Public Hearing. Assistant City Attorney Julie Dufrane presented the facts of the case.

The Mayor closed the Public Hearing after hearing comments from the Licensee.

WHEREAS, The City of Troy scheduled a hearing, as allowed under State Law and the City of Troy Ordinances, Chapter 101, and also the Liquor License Agreement between the licensee and the City, to review the following alleged violation:

Name: Dhammamegha, Inc. (dba: Priya)  
Address: 72 W. Maple Rd., Troy, MI 48084  
License No: Class C Resort (176987-2015)  
Violation: SALE TO MINOR (Compliance Test) on February 25, 2015; and,

WHEREAS, After due notice the licensee was given the opportunity to review this cited infraction, and an opportunity to confront witnesses and/or statements of accusers while in the presence of this City Council, sitting as a hearing body on Monday, March 14, 2016;

NOW, THEREFORE, BE IT RESOLVED, That as a result of this hearing, the Troy City Council **HAS BEEN PERSUADED** that the alleged violation did occur, as set forth above.

BE IT FURTHER RESOLVED, That due to the violation at the licensed establishment, the Troy City Council, after due notice, appropriate hearing and deliberations, **RECOMMENDS** renewal of the on-premises liquor license for the license year beginning May 1, 2016, with the **STIPULATION** that all serving employees successfully complete a server training program, as defined under State Law (MCL 436.1906) within 90 days of today's date, and that immediately upon completion, licensee shall submit proof of the successful completion of the server training program to the Troy Police Department.

BE IT FURTHER RESOLVED, That if the licensee fails to comply with this condition within 120 days, then licensee **SHALL APPEAR** before the Troy City Council after due notice, and that the licensee's failure to comply with the server training condition could serve as a basis for the Troy City Council to take adverse action against the licensee's liquor license.

BE IT FINALLY RESOLVED, That a certified copy of this resolution **SHALL BE SENT** to the Michigan Liquor Control Commission.

Yes: All-7  
No: None

#### **MOTION CARRIED**

#### **d) JJWM, LLC (dba: Café Sushi):**

Resolution #2016-03-041  
Moved by Pennington  
Seconded by Hodorek

The Mayor opened the Public Hearing. Assistant City Attorney Julie Dufrane presented the facts of the case.

The Mayor closed the Public Hearing after hearing comments from the Licensee.

WHEREAS, The City of Troy scheduled a hearing, as allowed under State Law and the City of Troy Ordinances, Chapter 101, and also the Liquor License Agreement between the licensee and the City, to review the following alleged violation:

Name: JJWM, LLC (dba: Café Sushi)  
Address: 1933 W. Maple Rd., Troy, MI 48084  
License No: Class C (199619-2015) SDM (239982-2015)  
Violation: SALE TO MINOR (Compliance Test) on November 17, 2015; and,

WHEREAS, After due notice the licensee was given the opportunity to review this cited infraction, and an opportunity to confront witnesses and/or statements of accusers while in the presence of this City Council, sitting as a hearing body on Monday, March 14, 2016;

NOW, THEREFORE, BE IT RESOLVED, That as a result of this hearing, the Troy City Council **HAS BEEN PERSUADED** that the alleged violation did occur, as set forth above.

BE IT FURTHER RESOLVED, That due to the violation at the licensed establishment, the Troy City Council, after due notice, appropriate hearing and deliberations, **RECOMMENDS** renewal

of the on-premises liquor license for the license year beginning May 1, 2016, with the **STIPULATION** that all serving employees successfully complete a server training program, as defined under State Law (MCL 436.1906) within 90 days of today's date, and that immediately upon completion, licensee shall submit proof of the successful completion of the server training program to the Troy Police Department.

BE IT FURTHER RESOLVED, That if the licensee fails to comply with this condition within 120 days, then licensee **SHALL APPEAR** before the Troy City Council after due notice, and that the licensee's failure to comply with the server training condition could serve as a basis for the Troy City Council to take adverse action against the licensee's liquor license.

BE IT FINALLY RESOLVED, That a certified copy of this resolution **SHALL BE SENT** to the Michigan Liquor Control Commission.

Yes: All-7  
No: None

### **MOTION CARRIED**

e) **California Pizza Kitchen, Inc. (dba: California Pizza Kitchen):**

Resolution #2016-03-042

Moved by Henderson

Seconded by Baker

The Mayor opened the Public Hearing. Assistant City Attorney Julie Dufrane presented the facts of the case.

The Mayor closed the Public Hearing after hearing comments from the Licensee.

WHEREAS, The City of Troy scheduled a hearing, as allowed under State Law and the City of Troy Ordinances, Chapter 101, and also the Liquor License Agreement between the licensee and the City, to review the following alleged violation:

Name: California Pizza Kitchen, Inc. (dba: California Pizza Kitchen)  
Address: 2800 W. Big Beaver Rd., Space N 126, Troy, MI 48084  
License No: Class C Resort (211742-2015)  
Violation: SALE TO MINOR (Compliance Test) on February 25, 2015; and,

WHEREAS, After due notice the licensee was given the opportunity to review this cited infraction, and an opportunity to confront witnesses and/or statements of accusers while in the presence of this City Council, sitting as a hearing body on Monday, March 14, 2016;

NOW, THEREFORE, BE IT RESOLVED, That as a result of this hearing, the Troy City Council **HAS BEEN PERSUADED** that the alleged violation did occur, as set forth above.

BE IT FURTHER RESOLVED, That due to the violation at the licensed establishment, the Troy City Council, after due notice, appropriate hearing and deliberations, **RECOMMENDS** renewal of the on-premises liquor license for the license year beginning May 1, 2016, with the **STIPULATION** that all serving employees successfully complete a server training program, as

defined under State Law (MCL 436.1906) within 90 days of today's date, and that immediately upon completion, licensee shall submit proof of the successful completion of the server training program to the Troy Police Department.

BE IT FURTHER RESOLVED, That if the licensee fails to comply with this condition within 120 days, then licensee **SHALL APPEAR** before the Troy City Council after due notice, and that the licensee's failure to comply with the server training condition could serve as a basis for the Troy City Council to take adverse action against the licensee's liquor license.

BE IT FINALLY RESOLVED, That a certified copy of this resolution **SHALL BE SENT** to the Michigan Liquor Control Commission.

Yes: All-7  
No: None

### MOTION CARRIED

f) **Babylon Restaurant Group, Inc. (dba: The Melting Pot):**

Resolution #2016-03-043  
Moved by Henderson  
Seconded by Pennington

The Mayor opened the Public Hearing. Assistant City Attorney Julie Dufrane presented the facts of the case.

The Mayor closed the Public Hearing after hearing comments from the Licensee.

WHEREAS, The City of Troy scheduled a hearing, as allowed under State Law and the City of Troy Ordinances, Chapter 101, and also the Liquor License Agreement between the licensee and the City, to review the following alleged violation:

Name: Babylon Restaurant Group, Inc. (dba: The Melting Pot)  
Address: 888 W. Big Beaver Rd., Troy, MI 48084  
License No: Class C (132488-2015) SDM (132489-2015)  
Violation: SALE TO MINOR (Compliance Test) on February 20, 2015; and,

WHEREAS, After due notice the licensee was given the opportunity to review this cited infraction, and an opportunity to confront witnesses and/or statements of accusers while in the presence of this City Council, sitting as a hearing body on Monday, March 14, 2016;

NOW, THEREFORE, BE IT RESOLVED, That as a result of this hearing, the Troy City Council **HAS BEEN PERSUADED** that the alleged violation did occur, as set forth above.

BE IT FURTHER RESOLVED, That due to the violation at the licensed establishment, the Troy City Council, after due notice, appropriate hearing and deliberations, **RECOMMENDS** renewal of the on-premises liquor license for the license year beginning May 1, 2016, with the **STIPULATION** that all serving employees successfully complete a server training program, as defined under State Law (MCL 436.1906) within 90 days of today's date, and that immediately

upon completion, licensee shall submit proof of the successful completion of the server training program to the Troy Police Department.

BE IT FURTHER RESOLVED, That if the licensee fails to comply with this condition within 120 days, then licensee **SHALL APPEAR** before the Troy City Council after due notice, and that the licensee's failure to comply with the server training condition could serve as a basis for the Troy City Council to take adverse action against the licensee's liquor license.

BE IT FINALLY RESOLVED, That a certified copy of this resolution **SHALL BE SENT** to the Michigan Liquor Control Commission.

Yes: All-7  
No: None

### MOTION CARRIED

#### g) Mon Jin Lau, Inc. (dba: Mon Jin Lau):

Resolution #2016-03-044  
Moved by Pennington  
Seconded by Hodorek

The Mayor opened the Public Hearing. Assistant City Attorney Julie Dufrane presented the facts of the case.

The Mayor closed the Public Hearing after hearing comments from the Licensee.

WHEREAS, The City of Troy scheduled a hearing, as allowed under State Law and the City of Troy Ordinances, Chapter 101, and also the Liquor License Agreement between the licensee and the City, to review the following alleged violation:

Name: Mon Jin Lau, Inc. (dba: Mon Jin Lau)  
Address: 1515 E. Maple Rd., Troy, MI 48083  
License No: Class C (353-2015)  
Violation: SALE TO MINOR (Compliance Test) on February 25, 2015; and,

WHEREAS, After due notice the licensee was given the opportunity to review this cited infraction, and an opportunity to confront witnesses and/or statements of accusers while in the presence of this City Council, sitting as a hearing body on Monday, March 14, 2016;

NOW, THEREFORE, BE IT RESOLVED, That as a result of this hearing, the Troy City Council **HAS BEEN PERSUADED** that the alleged violation did occur, as set forth above.

BE IT FURTHER RESOLVED, That due to the violation at the licensed establishment, the Troy City Council, after due notice, appropriate hearing and deliberations, **RECOMMENDS** renewal of the on-premises liquor license for the license year beginning May 1, 2016, with the **STIPULATION** that all serving employees successfully complete a server training program, as defined under State Law (MCL 436.1906) within 90 days of today's date, and that immediately upon completion, licensee shall submit proof of the successful completion of the server training program to the Troy Police Department.

BE IT FURTHER RESOLVED, That if the licensee fails to comply with this condition within 120 days, then licensee **SHALL APPEAR** before the Troy City Council after due notice, and that the licensee’s failure to comply with the server training condition could serve as a basis for the Troy City Council to take adverse action against the licensee’s liquor license.

BE IT FINALLY RESOLVED, That a certified copy of this resolution **SHALL BE SENT** to the Michigan Liquor Control Commission.

Yes: All-7  
No: None

**MOTION CARRIED**

**h) Somerset Inn Limited Partnership (dba: Somerset Inn):**

Resolution #2016-03-045  
Moved by Abraham  
Seconded by Henderson

The Mayor opened the Public Hearing. Assistant City Attorney Julie Dufrane presented the facts of the case.

The Mayor closed the Public Hearing after hearing comments from the Licensee.

WHEREAS, The City of Troy scheduled a hearing, as allowed under State Law and the City of Troy Ordinances, Chapter 101, and also the Liquor License Agreement between the licensee and the City, to review the following alleged violation:

Name: Somerset Inn Limited Partnership (dba: Somerset Inn)  
Address: 2601 W. Big Beaver Rd., Troy, MI 48084  
License No: Class B Hotel (30836-2015) SDM (2133-2015)  
Violation: SALE TO MINOR (Compliance Test) on February 25, 2015; and,

WHEREAS, After due notice the licensee was given the opportunity to review this cited infraction, and an opportunity to confront witnesses and/or statements of accusers while in the presence of this City Council, sitting as a hearing body on Monday, March 14, 2016;

NOW, THEREFORE, BE IT RESOLVED, That as a result of this hearing, the Troy City Council **HAS BEEN PERSUADED** that the alleged violation did occur, as set forth above.

BE IT FURTHER RESOLVED, That due to the violation at the licensed establishment, the Troy City Council, after due notice, appropriate hearing and deliberations, **RECOMMENDS** renewal of the on-premises liquor license for the license year beginning May 1, 2016, with the **STIPULATION** that all serving employees successfully complete a server training program, as defined under State Law (MCL 436.1906) within 90 days of today’s date, and that immediately upon completion, licensee shall submit proof of the successful completion of the server training program to the Troy Police Department.

BE IT FURTHER RESOLVED, That if the licensee fails to comply with this condition within 120 days, then licensee **SHALL APPEAR** before the Troy City Council after due notice, and that the licensee's failure to comply with the server training condition could serve as a basis for the Troy City Council to take adverse action against the licensee's liquor license.

BE IT FINALLY RESOLVED, That a certified copy of this resolution **SHALL BE SENT** to the Michigan Liquor Control Commission.

Yes: All-7  
No: None

### MOTION CARRIED

#### i) Target Corp. (dba: Target):

Resolution #2016-03-046  
Moved by Hodorek  
Seconded by Pennington

The Mayor opened the Public Hearing. Assistant City Attorney Julie Dufrane presented the facts of the case.

The Mayor closed the Public Hearing after hearing comments from the Licensee.

WHEREAS, The City of Troy scheduled a hearing, as allowed under State Law and the City of Troy Ordinances, Chapter 101, and also the Liquor License Agreement between the licensee and the City, to review the following alleged violation:

Name: Target Corp. (dba: Target)  
Address: 1301 Coolidge Hwy., Troy, MI 48084  
License No: SDM (198457-2015)  
Violation: SALE TO MINOR (Compliance Test) on February 25, 2015; and,

WHEREAS, After due notice the licensee was given the opportunity to review this cited infraction, and an opportunity to confront witnesses and/or statements of accusers while in the presence of this City Council, sitting as a hearing body on Monday, March 14, 2016;

NOW, THEREFORE, BE IT RESOLVED, That as a result of this hearing, the Troy City Council **HAS BEEN PERSUADED** that the alleged violation did occur, as set forth above.

BE IT FURTHER RESOLVED, That due to the violation at the licensed establishment, the Troy City Council, after due notice, appropriate hearing and deliberations, **RECOMMENDS** renewal of the off-premises liquor license for the license year beginning May 1, 2016, with the **STIPULATION** that all serving employees successfully complete a server training program, as defined under State Law (MCL 436.1906) within 90 days of today's date, and that immediately upon completion, licensee shall submit proof of the successful completion of the server training program to the Troy Police Department.

BE IT FURTHER RESOLVED, That if the licensee fails to comply with this condition within 120 days, then licensee **SHALL APPEAR** before the Troy City Council after due notice, and that

the licensee's failure to comply with the server training condition could serve as a basis for the Troy City Council to take adverse action against the licensee's liquor license.

BE IT FINALLY RESOLVED, That a certified copy of this resolution **SHALL BE SENT** to the Michigan Liquor Control Commission.

Yes: All-7  
No: None

**MOTION CARRIED**

**D. PUBLIC COMMENT:**

**E. ADJOURNMENT:**

The Meeting **ADJOURNED** at 7:17 PM.

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Mayor Dane Slater

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M. Aileen Dickson, MMC  
City Clerk

Pastor Vince Messina from Woodside Bible Church performed the Invocation. The Pledge of Allegiance to the Flag was given.

## A. CALL TO ORDER:

A Regular Meeting of the Troy City Council was held on Monday, March 14, 2016, at City Hall, 500 W. Big Beaver Rd. Mayor Slater called the meeting to order at 7:33 PM.

## B. ROLL CALL:

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

## C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

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**C-1** Japanese Sister City Proposals (*Presented by: Sara Sketch and Mina Mori*)

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**C-2** Presentation on the Establishment of a Global Troy Advisory Committee (*Introduced by: Eleanor Yoon, Management Assistant*)

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**C-3** Proclamation for the Month of March 2016 as Parenting Awareness Month Presented by Mayor Dane Slater to Leonette Ciepielowski, Troy Youth Assistance Education Committee Chair

## D. CARRYOVER ITEMS:

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**D-1** No Carryover Items

## E. PUBLIC HEARINGS:

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**E-1** Liquor Violation Hearings – *All hearings were completed during the City Council Liquor Violation Hearings meeting held at 6:00 PM.*

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**E-2** Public Hearing - Zoning Ordinance Text Amendment (ZOTA 247) – Oil and Gas Extraction (*Introduced by: Brent Savidant, Planning Director*)

Resolution #2016-03-047  
 Moved by Abraham  
 Seconded by Campbell

The Mayor opened the Public Hearing.  
 The Mayor closed the Public Hearing after hearing Public Comment from Troy resident Padma Kuppa and Troy resident Kelly Jones.

RESOLVED, That Troy City Council hereby **AMENDS** Articles 2, 4 and 6 of the Code of the City of Troy, which includes provisions related to oil and gas extraction, to read as written in the proposed Zoning Ordinance Text Amendment (ZOTA 247), City Council Public Hearing Draft, as recommended by the Planning Commission.

Yes: Abraham, Campbell, Hodorek, Pennington, Slater

No: Baker, Henderson

## MOTION CARRIED

**F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:** No Public Comment.

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

**H. POSTPONED ITEMS:**

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**H-1** No Postponed Items

**I. REGULAR BUSINESS:**

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

a) Mayoral Appointments: None

b) City Council Appointments: None

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**I-2** Board and Committee Nominations: a) Mayoral Nominations – Downtown Development Authority; b) City Council Nominations – Animal Control Appeal Board, Charter Revision Committee, Employees Retirement System Board of Trustees / Retiree Health Care Benefits Plan and Trust, Liquor Advisory Committee, Traffic Committee

a) Mayoral Nominations: *City Council took no action on this Item.*

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

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**I-3** Closed Session Requested

Resolution #2016-03-048

Moved by Hodorek

Seconded by Baker

BE IT RESOLVED, That Troy City Council **SHALL MEET** in Closed Session, as permitted by MCL15.268 (e) Pending Litigation – *City of Troy v. Behunin*.

Yes: All-7  
No: None

**MOTION CARRIED**

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**I-4 Policy for Naming Public Parks and Public Amenities (Introduced by: Lori Grigg Bluhm, City Attorney)**

Resolution #2016-03-049  
Moved by Pennington  
Seconded by Campbell

BE IT RESOLVED, That Troy City Council hereby **APPROVES** the attached revised Policy For Naming Public Parks and Public Amenities, as recommended by the Parks and Recreation Advisory Board.

Yes: All-7  
No: None

**MOTION CARRIED**

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**I-5 2016 Strategies (Introduced by: Brian Kischnick, City Manager)**

Resolution #2016-03-050  
Moved by Henderson  
Seconded by Baker

WHEREAS, City of Troy staff, City Council, Planning Commission, and Downtown Development Authority identified top priorities for 2016 on February 26<sup>th</sup> and 27<sup>th</sup> at the 2016 Breaking Bad Retreat; and,

WHEREAS, City Management refined these ideas into the top 10 Strategies for 2016;

BE IT RESOLVED, That Troy City Council hereby **APPROVES** and **ADOPTS** the 2016 Strategies.

Yes: All-7  
No: None

**MOTION CARRIED**

**J. CONSENT AGENDA:**

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

Resolution #2016-03-051-J-1a  
Moved by Henderson  
Seconded by Abraham

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

Yes: All-7  
No: None

**MOTION CARRIED**

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

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**J-2 Approval of City Council Minutes**

Resolution #2016-03-051-J-2

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

- a) City Council Liquor Violation Hearings Minutes-Draft – February 22, 2016
- b) City Council Minutes-Draft – February 22, 2016

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**J-3 Proposed City of Troy Proclamations:**

- a) Parenting Awareness Month – March, 2016

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**J-4 Standard Purchasing Resolutions:**

- a) **Standard Purchasing Resolution 2: Award to Low Bidders Meeting Specifications – Hauling and Disposal of Dirt and Debris**

Resolution #2016-03-051-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** contracts for one-year requirements for the Hauling and Disposal of Dirt and Debris with an option to renew for one (1) additional year to low bidders *Osburn Industries of Taylor, MI* for items #1 and #2 for an estimated total cost of \$26,000.00, and *Ahern Contracting of Chesterfield, MI* for item #3 for an estimated total cost of \$52,290.00, and *Dale’s Disposal of Fraser, MI* for item #4 for an estimated total cost of \$26,925.00 at the unit prices contained in the bid tabulation opened February 18<sup>th</sup>, 2016, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with contract expiring April 30, 2018.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon the contractor’s submission of properly executed bid and proposal documents, including insurance certificates and all other specified requirements.

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

Resolution #2016-03-051-J-4b

RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase two (2) 2016 Ford Interceptor SUV vehicles for the Police Department from the low total bidder, Signature Ford Lincoln of Owosso, MI, as per the Macomb County Cooperative Bid, Contract ID numbers (Bid # 12-07, MY2016) for an estimated total cost of \$ 51,582.00.

c) **Standard Purchasing Resolution 4: US Communities – NIGP Purchasing Cooperative – Kubota SVL90-2HFC Skid Steer and Paladin 30” Asphalt Cold Planer**

Resolution #2016-03-051-J-4c

RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase a Kubota SVL90-2HFC with options as detailed in the attached quote from *Kubota Tractor Company of Torrance, California* per the U.S. Communities NIGP Cooperative Contract# 070313-KBA for an estimated total cost of \$66,730.70 as detailed in quote #532879 from Weingartz who is an authorized dealer of Kubota and who will be the delivering company, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **WAIVES** the purchasing bid requirements to purchase a Paladin 30” Asphalt Cold Planer from authorized dealer *Weingartz of Utica, MI* for an estimated total \$14,675.00, which includes the deduction of \$6,000 for the listed trade-ins as per quote# 10114485-00; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That a budget appropriation is **APPROVED** to the Fleet Division Fund in the amount of \$14,680.00.

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

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

Resolution #2016-03-051-J-4d

RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase one (1) 2016 GMC Acadia, (1) 2016 GMC Terrain from *Red Holman Buick GMC of Westland, Michigan* and (1) 2016 Chevrolet Malibu from *Berger Chevrolet of Grand Rapids, Michigan*, as per the Oakland County Cooperative Bid, Contract ID numbers (Bid # 12-07, MY2016) for an estimated total cost of \$77,294.00.

e) **Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Banquet Wall Replacement – Community Center**

Resolution #2016-03-051-J-04e

RESOLVED, That Troy City Council hereby **AWARDS** a contract to furnish all equipment, material, and labor to replace the banquet room wall dividing room 304 & 305 at the Community Center and provide routine and preventative maintenance for the replacement wall bi-annually to the low bidder meeting specifications, *Urban's Partition & Remodeling Co. of Northville, MI* for an estimated total cost of \$73,000 and \$4,000/year for routine and preventative maintenance, as contained in the bid tabulation opened February 25, 2016, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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

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**J-5 2016 Tri-Party Program – Cost Participation Agreement – South Boulevard, Crooks to Livernois and Maple, East and West of John R**

Resolution #2016-03-051-J-5

RESOLVED, That Troy City Council hereby **APPROVES** the Cost Participation Agreement between the City of Troy and the Board of County Road Commissioners for Oakland County (Board) for the 2016 Tri-Party Program at an estimated cost to the City of Troy of \$203,210, with approximately \$609,628 reserved for the resurfacing of South Boulevard, from Crooks to Livernois and approximately \$250,000 reserved for concrete slab replacements on Maple, east and west of John R, and the Mayor and City Clerk are **AUTHORIZED TO EXECUTE** the agreement, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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**J-6 Cost Participation Agreement – South Boulevard, Livernois to Rochester Road – Project No. 15.116.5**

Resolution #2016-03-051-J-6

RESOLVED, That Troy City Council hereby **APPROVES** the Cost Participation Agreement between the City of Troy and the Board of County Road Commissioners for Oakland County (Board) for Road Work on South Boulevard, Livernois to Rochester Road at an estimated cost to the City of Troy of \$1,009,000, and the Mayor and City Clerk are **AUTHORIZED TO EXECUTE** the agreement, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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**J-7 Renewal of Membership in the Traffic Improvement Association (TIA) of Oakland County**

Resolution #2016-03-051-J-7

RESOLVED, That Troy City Council hereby **AUTHORIZES** payment to renew the City of Troy’s membership in the Traffic Improvement Association for the year 2016, in the amount of \$26,200, and funds are available in the 2015-2016 Police Department Operating Funds, Membership and Dues.

**J-8 Bid Waiver – Replacement of Gym Lights with LED Lighting – Troy Community Center**

Resolution #2016-03-051-J-8

RESOLVED, That Troy City Council **DEEMS** it is in the public’s best interest to waive the competitive bid process.

BE IT RESOLVED, That Troy City Council hereby **AUTHORIZES** the City of Troy to purchase forty-eight (48) CREE LED Lights for the Troy Community Center Gym from the authorized CREE dealer in the State of Michigan; *Michigan Lighting Systems East, of Troy, MI* with the City of Troy Building Operation’s staff completing the installation process, with a total estimated cost of the project being \$19,629.84.

**K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:**

**K-1 Announcement of Public Hearings: None Submitted**

**K-2 Memorandums (Items submitted to City Council that may require consideration at some future point in time):**

- a)** Report on the Proposed Amendments to Chapter 18 (City Water Utility), 19 (City Sewer Service) and 20 (Water and Sewer Rates) of the City Code

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

Pat Christensen	Spoke about the I-75 widening project and about needing a barrier wall during construction
James Savage	Spoke about the upcoming dinner dances.

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

City Manager Kischnick encouraged Ms. Christensen to meet with Assistant City Engineer Huotari regarding the plans for the I-75 widening project.

**N. COUNCIL REFERRALS:**

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

**N-1 No Council Referrals****O. COUNCIL COMMENTS:**

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**O-1 No Council Comments Advanced**

Council Member Baker spoke regarding the passing of Nancy Reagan and his history with President and Mrs. Reagan. Council Member Baker commented on the history of the “Just Say No” program that Mrs. Reagan started.

**P. REPORTS:**

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**P-1 Minutes – Boards and Committees:**

- a) Building Code Board of Appeals-Final – February 3, 2016
  - b) Planning Commission-Draft – February 9, 2016
  - c) Planning Commission-Final – February 9, 2016
  - d) Planning Commission-Draft – February 23, 2016
  - e) Planning Commission-Final – February 23, 2016
  - f) Building Code Board of Appeals-Draft – March 2, 2016  
Noted and Filed
- 

**P-2 Department Reports:**

- a) Building Department Activity Report – February, 2016
  - b) 2014/2015 Drug and Alcohol Comparison  
Noted and Filed
- 

**P-3 Letters of Appreciation:**

- a) To Police Department – Thank You Notes Regarding the Citizens Police Academy
  - b) To Chief Mayer from John Uberti Regarding Officer Assistance at a Traffic Accident
  - c) To Chief Mayer from Jack Erickson Regarding Officer Gobler’s Treatment of a Defendant
  - d) To the 2016 Retreat Planners and Envisioning Team from Karen Crusse  
Noted and Filed
- 

**P-4 Proposed Proclamations/Resolutions from Other Organizations: None Submitted****Q. COMMENTS ON ITEMS ON OR NOT ON THE AGENDA FROM MEMBERS OF THE PUBLIC OUTSIDE OF TROY (NOT RESIDENTS OF TROY AND NOT FROM TROY BUSINESSES):****R. CLOSED SESSION:**

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**R-1 Closed Session – City of Troy v. Behunin**

**S. ADJOURNMENT:**

The Meeting **RECESSED** at 9:07 PM.

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Mayor Dane Slater

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M. Aileen Dickson, CMC  
City Clerk



## CITY COUNCIL AGENDA ITEM

Date: March 16, 2016

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager  
Timothy Richnak, Public Works Director  
Kurt Bovensiep, Public Works Manager

Subject: Standard Purchasing Resolution 2: Award To Low Bidder meeting Specifications - Fertilizer/Herbicide Application Services

### History

The Parks Division is responsible for the maintenance of all municipal property including turf. In an effort to minimize weed growth and promote good turf the Parks Division contracts the application of fertilizer and herbicide to municipal property including medians, municipal buildings, parks, and athletic fields. Because the athletic fields are irrigated, these locations receive four annual applications and the remaining locations receive two applications.

### Purchasing

On March 3, 2016 a bid opening was conducted as required by City Charter/Code and bids were received at the City's request from firms interested in providing seasonal requirements for Fertilizer/Herbicide Application Services. Companies were notified via the Michigan Intergovernmental Trade Network (MITN); [www.mitn.info](http://www.mitn.info). 319 vendors were notified via the MITN website. Six (6) bid responses were received. Below is a detailed summary of the vendor responses.

<b>Companies notified via MITN</b>	319
Troy Companies notified via MITN	9
Troy Companies notified Active email Notification	9
Troy Companies - Active Free	0
<b>Companies that viewed the bid</b>	22
Troy Companies that viewed the bid	2

***MITN** provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.*

**Active MITN** members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City.

**Active MITN non-paying** members are responsible to monitor and check the MITN website for opportunities to do business with the City.

After reviewing the proposal and researching the products proposed, *Green Meadows Lawnscape of Rochester Hills, MI* was the lowest responsible bidder meeting specifications and is being recommended for the application of fertilizer and herbicide on municipal property. Green Meadows Lawnscape is also the approved contractor for the City's Rough Mow Services.

### Financial

Funds for Fertilizer/Herbicide Application Services are budgeted in the Parks Division operating budgets.



## CITY COUNCIL AGENDA ITEM

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### Recommendation

City management recommends awarding a three (3) year contract to provide Fertilizer/Herbicide Application Services to the low bidder meeting specifications; *Green Meadows Lawnscape of Rochester Hills, MI* at unit prices as contained in the attached bid tabulation for an estimated total annual cost of \$22,667.80, with the recognition that this estimate may increase but not to exceed budgetary limitations. The award is contingent upon the contractor's submission of properly executed bid documents including insurance certificates and all other specified requirements.

**CITY OF TROY  
BID TABULATION  
FERTILIZER/HERBICIDE APPLICATION SERVICES**

VENDOR NAME:	Green Meadows Lawnscape	Custom Lawn care
	Rochester Hills, MI	Burton, MI
CHECK #:	#26107331	#1218703
CHECK AMOUNT:	\$1,500.00	\$1,500.00

**PROPOSAL:** FURNISH THREE (3)YEAR REQUIREMENTS OF FERTILIZER/HERBICIDE APPLICATION SERVICES IN ACCORDANCE WITH THE SPECIFICATIONS.

<b>PROPOSAL A:</b>			Cost per Acre per Application	
<b>75.5 Acres</b>	2016	Spring Application Liquid Weed & Feed	\$59.00	\$62.99
		Fall Application Liquid Weed & Feed	\$59.00	\$62.99
<b>75.5 Acres</b>	2017	Spring Application Liquid Weed & Feed	\$59.00	\$62.99
		Fall Application Liquid Weed & Feed	\$59.00	\$62.99
<b>75.5 Acres</b>	2018	Spring Application Liquid Weed & Feed	\$59.00	\$62.99
		Fall Application Liquid Weed & Feed	\$59.00	\$62.99
<b>ESTIMATED THREE (3) YEAR PROPOSAL A TOTAL:</b>			<b>\$26,727.00</b>	<b>\$28,534.47</b>

<b>PROPOSAL B:</b>			Cost per Acre per Application	
<b>58.3 Acres</b>	2016	Early Spring Application Fertilizer & Pre-Emergent	\$59.00	\$62.99
		Spring Application Liquid Weed & Feed	\$59.00	\$62.99
		Summer Application Fertilizer & Grub Control	\$59.00	\$62.99
		Fall Application Liquid Weed & Feed	\$59.00	\$62.99
<b>58.3 Acres</b>	2017	Early Spring Application Fertilizer & Pre-Emergent	\$59.00	\$62.99
		Spring Application Liquid Weed & Feed	\$59.00	\$62.99
		Summer Application Fertilizer & Grub Control	\$59.00	\$62.99
		Fall Application Liquid Weed & Feed	\$59.00	\$62.99
<b>58.3 Acres</b>	2018	Early Spring Application Fertilizer & Pre-Emergent	\$59.00	\$62.99
		Spring Application Liquid Weed & Feed	\$59.00	\$62.99
		Summer Application Fertilizer & Grub Control	\$59.00	\$62.99
		Fall Application Liquid Weed & Feed	\$59.00	\$62.99

<b>ESTIMATED THREE (3) YEAR PROPOSAL B TOTAL:</b>	<b>\$41,276.40</b>	<b>\$44,067.80</b>
<b>ESTIMATED ANNUAL ONE (1) YEAR GRAND TOTAL PROPOSAL A &amp; B</b>	<b>\$22,667.80</b>	<b>\$24,200.76</b>
<b>ESTIMATED GRAND TOTAL PROPOSALS A &amp; B:</b>	<b>\$68,003.40</b>	<b>\$72,602.27</b>

INSURANCE:	Yes	Yes
PROPOSED Pre-emergent Herbicide(s)		
MSDS Sheets: Y or N	Yes	Yes
PROPOSED Broadleaf Herbicide(s)		
MSDS Sheets Y or N	Yes	Yes
SITE INSPECTION:		
Y/N	Yes	Yes
DATE	Several Times	Mar-13
CONTACT INFORMATION:		
Hours of Operation	7AM-6PM	8am-7pm
24HR Contact #	586.707.1499	810.730.9150
PROGRESS PAYMENTS:	Blank	Net 30
PAYMENT TERMS:	30 Days	Net 30
EXCEPTIONS:	None	None
MICHIGAN BUSINESS PESTICIDE LICENSE#:	#630375	#250008
BIDDER'S GENERAL QUESTIONNAIRE:	Yes	Yes
REFERENCES:	Yes	Yes
ACKNOWLEDGEMENT:	Yes	Yes

**ATTEST:**  
Susan Reisterer  
Ashely Levin

Enna Bachelor

MaryBeth Murz,  
Purchasing Manager

**CITY OF TROY**  
**BID TABULATION**  
**FERTILIZER/HERBICIDE APPLICATION SERVICES**

VENDOR NAME:	Great Lakes Landscaping Warren, MI	Colegunn Services, LLC Troy, MI
CHECK #:	#944448	#9484508644
CHECK AMOUNT:	\$1,500.00	\$1,500.00

**PROPOSAL:** FURNISH THREE (3) YEAR REQUIREMENTS OF FERTILIZER/HERBICIDE APPLICATION SERVICES IN ACCORDANCE WITH THE SPECIFICATIONS.

<b>PROPOSAL A:</b>			Cost per Acre per Application	
<b>75.5 Acres</b>	2016	Spring Application Liquid Weed & Feed	\$63.61	\$63.00
		Fall Application Liquid Weed & Feed	\$63.61	\$63.00
<b>75.5 Acres</b>	2017	Spring Application Liquid Weed & Feed	\$63.61	\$64.50
		Fall Application Liquid Weed & Feed	\$63.61	\$64.50
<b>75.5 Acres</b>	2018	Spring Application Liquid Weed & Feed	\$63.61	\$66.00
		Fall Application Liquid Weed & Feed	\$63.61	\$66.00
<b>ESTIMATED THREE (3) YEAR PROPOSAL A TOTAL:</b>			<b>\$28,815.33</b>	<b>\$29,218.50</b>
<b>PROPOSAL B:</b>			Cost per Acre per Application	
<b>58.3 Acres</b>	2016	Early Spring Application Fertilizer & Pre-Emergent	\$63.61	\$63.00
		Spring Application Liquid Weed & Feed	\$63.61	\$63.00
		Summer Application Fertilizer & Grub Control	\$63.61	\$63.00
		Fall Application Liquid Weed & Feed	\$63.61	\$63.00
<b>58.3 Acres</b>	2017	Early Spring Application Fertilizer & Pre-Emergent	\$63.61	\$64.50
		Spring Application Liquid Weed & Feed	\$63.61	\$64.50
		Summer Application Fertilizer & Grub Control	\$63.61	\$64.50
		Fall Application Liquid Weed & Feed	\$63.61	\$64.50
<b>58.3 Acres</b>	2018	Early Spring Application Fertilizer & Pre-Emergent	\$63.61	\$66.00
		Spring Application Liquid Weed & Feed	\$63.61	\$66.00
		Summer Application Fertilizer & Grub Control	\$63.61	\$66.00
		Fall Application Liquid Weed & Feed	\$63.61	\$66.00
<b>ESTIMATED THREE (3) YEAR PROPOSAL B TOTAL:</b>			<b>\$44,501.56</b>	<b>\$45,124.20</b>
<b>ESTIMATED ANNUAL ONE (1) YEAR GRAND TOTAL PROPOSAL A &amp; B</b>			<b>\$24,438.96</b>	<b>\$24,204.60</b>
<b>ESTIMATED GRAND TOTAL PROPOSALS A &amp; B:</b>			<b>\$73,316.89</b>	<b>\$74,342.70</b>
INSURANCE:			Yes	Yes
PROPOSED Pre-emergent Herbicide(s)				
MSDS Sheets: Y or N			Yes	Yes
PROPOSED Broadleaf Herbicide(s)				
MSDS Sheets Y or N			Yes	Yes
SITE INSPECTION:				
Y/N			Yes	Yes
DATE			2015	February 18th-29th
CONTACT INFORMATION:				
Hours of Operation			8AM	8AM-5PM
24HR Contact #			586-756-5347	248-844-5499
PROGRESS PAYMENTS:			30 Days	
PAYMENT TERMS:			Net 30	Payment in full at completion of each application.
EXCEPTIONS:			None	None
MICHIGAN BUSINESS PESTICIDE LICENSE#:			500091	630310
BIDDER'S GENERAL QUESTIONNAIRE:			Yes	Yes
REFERENCES:			Yes	Yes
ACKNOWLEDGEMENT:			Yes	Yes

**CITY OF TROY  
 BID TABULATION  
 FERTILIZER/HERBICIDE APP. SERVICES**

VENDOR NAME:	United Lawnscape, Inc.	Davey Tree Expert Co
	Warren, MI	Kent, OH
CHECK #:	#1145230120	#26875560
CHECK AMOUNT:	\$1,500.00	\$1,500.00

**PROPOSAL:** FURNISH THREE (3) YEAR REQUIREMENTS OF FERTILIZER/HERBICIDE APPLICATION SERVICES IN ACCORDANCE WITH THE SPECIFICATIONS.

<b>PROPOSAL A:</b>			Cost per Acre per Application	
<b>75.5 Acres</b>	2016	Spring Application Liquid Weed & Feed	\$72.00	\$149.67
		Fall Application Liquid Weed & Feed	\$72.00	\$149.67
<b>75.5 Acres</b>	2017	Spring Application Liquid Weed & Feed	\$72.00	\$149.67
		Fall Application Liquid Weed & Feed	\$72.00	\$149.67
<b>75.5 Acres</b>	2018	Spring Application Liquid Weed & Feed	\$72.00	\$154.17
		Fall Application Liquid Weed & Feed	\$72.00	\$154.17
<b>ESTIMATED THREE (3) YEAR PROPOSAL A TOTAL:</b>			<b>\$32,616.00</b>	<b>\$68,480.01</b>

<b>PROPOSAL B:</b>			Cost per Acre per Application	
<b>58.3 Acres</b>	2016	Early Spring Application Fertilizer & Pre-Emergent	\$92.00	\$154.29
		Spring Application Liquid Weed & Feed	\$72.00	\$154.29
		Summer Application Fertilizer & Grub Control	\$92.00	\$182.59
		Fall Application Liquid Weed & Feed	\$72.00	\$154.29
<b>58.3 Acres</b>	2017	Early Spring Application Fertilizer & Pre-Emergent	\$92.00	\$154.29
		Spring Application Liquid Weed & Feed	\$72.00	\$154.29
		Summer Application Fertilizer & Grub Control	\$92.00	\$182.59
		Fall Application Liquid Weed & Feed	\$72.00	\$154.29
<b>58.3 Acres</b>	2018	Early Spring Application Fertilizer & Pre-Emergent	\$92.00	\$158.90
		Spring Application Liquid Weed & Feed	\$72.00	\$158.90
		Summer Application Fertilizer & Grub Control	\$92.00	\$188.07
		Fall Application Liquid Weed & Feed	\$72.00	\$158.90
<b>ESTIMATED THREE (3) YEAR PROPOSAL B TOTAL:</b>			<b>\$57,367.20</b>	<b>\$114,016.73</b>
<b>ESTIMATED ANNUAL ONE (1) YEAR GRAND TOTAL PROPOSAL A &amp; B</b>			<b>\$29,994.40</b>	<b>\$60,230.49</b>
<b>ESTIMATED GRAND TOTAL PROPOSALS A &amp; B:</b>			<b>\$89,983.20</b>	<b>\$182,496.74</b>

INSURANCE:		Yes	Yes
PROPOSED Pre-emergent Herbicide(s)			
MSDS Sheets: Y or N	Yes	Yes	Yes
PROPOSED Broadleaf Herbicide(s)			
MSDS Sheets Y or N	Yes	Yes	Yes
SITE INSPECTION:			
Y/N	Yes		No
DATE	Multiple Occassions		
CONTACT INFORMATION:			
Hours of Operation	9am - 5pm		8AM-5PM
24HR Contact #	586-615-1304		248-371-9007
PROGRESS PAYMENTS:			
PAYMENT TERMS:		Net 30	Net 30
EXCEPTIONS:		None	None
MICHIGAN BUSINESS PESTICIDE LICENSE#:	#500104		#630007
BIDDER'S GENERAL QUESTIONNAIRE:	Yes		Yes
REFERENCES:	Yes		Yes
ACKNOWLEDGEMENT:	Yes		Yes



## CITY COUNCIL AGENDA ITEM

Date: March 17, 2016

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager  
Timothy Richnak, Public Works Director  
Kurt Bovensiep, Public Works Manager

Subject: Standard Purchasing Resolution 2: Award To Sole Bidder meeting Specifications - Mosquito Control

### History

- The Parks Division is responsible for the maintenance of all municipal property including the control of pests. Park patrons, golf course participants, and property owners abutting some City of Troy maintained retention ponds have become accustomed to using these facilities with limited nuisances like mosquitoes.
- The objective of mosquito control is not to eradicate all mosquitoes but to limit the population to a tolerable threshold. The control targets both mosquito larva and adult mosquitoes.
- Oakland County Department of Health and Human Services currently has a program that allows the City of Troy to seek reimbursement up to \$18,531.93 for the control of mosquito larva, which is an approximate increase of \$7,000 from previous years.
- Although Oakland County Department of Health and Human Services recommends the best form of protection from mosquitoes is personal protection products, these control efforts will decrease the mosquito population at some of our facilities.

### Purchasing

On March 3, 2016 a bid opening was conducted as required by City Charter/Code and bids were received at the City's request from firms interested in providing seasonal requirements Mosquito Control. Companies were notified via the Michigan Intergovernmental Trade Network (MITN); [www.mitn.info](http://www.mitn.info). 141 vendors were notified via the MITN website. One (1) bid response was received. Below is a detailed summary of the vendor responses.

<b>Companies notified via MITN</b>	141
Troy Companies notified via MITN	5
Troy Companies notified Active email Notification	5
Troy Companies - Active Free	0
<b>Companies that viewed the bid</b>	13
Troy Companies that viewed the bid	0

**MITN** provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.

**Active MITN** members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City.

**Active MITN non-paying** members are responsible to monitor and check the MITN website for opportunities to do business with the City.



## CITY COUNCIL AGENDA ITEM

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### **Purchasing (continued)**

After reviewing the proposal and researching the products proposed, *Custom Lawn Care of Flint, MI* was the sole bidder meeting specifications and is being recommended for mosquito control using products Vecto Bac GS for mosquito larva and Duet for adult mosquitoes at unit prices identified in the attached bid tabulation.

### **Financial**

Funds for mosquito control are budgeted in the Parks Division and Streets and Drains Division operating budgets.

### **Recommendation**

City management recommends awarding a three (3) year contract to provide Mosquito Control to the following lowest responsible bidder; *Custom Lawn Care of Flint, MI* at unit prices as contained in the attached bid tabulation for an estimated total annual cost of \$36,745.97, with the recognition that this estimate may increase but not to exceed budgetary limitations. The award is contingent upon the contractor's submission of properly executed bid documents including insurance certificates and all other specified requirements.

VENDOR NAME:

	<b>Custom Lawn Care</b>
	<b>Flint, MI</b>
<b>Check #</b>	<b>#1218704</b>
<b>Check Amt</b>	<b>\$2,000.00</b>

UNIT PRICES SHALL BE QUOTED BY THE COST/UNIT OF MEASURE (ACRE, MILE, BASIN)/APPLICATION for each year of service, with the exception the briquettes which shall be quoted on a per unit basis per year.

		Larvicide (as specified): Vecto Bac GS Adulticide (deviation): Duet					
PROPOSAL A	EST QTY	2016		2017		2018	
RETENTION PONDS (5 Applications)		Labor	Product	Labor	Product	Labor	Product
Larvicide	5.6 Acres	\$ 36.76	\$ 13.01	\$ 36.76	\$ 13.01	\$ 36.76	\$ 13.01
Adulticide	10.2 Acres	\$ 14.36	\$ 0.82	\$ 14.36	\$ 0.82	\$ 14.36	\$ 0.82
		\$ 352.33	\$ 81.22	\$ 352.33	\$ 81.22	\$ 352.33	\$ 81.22
<b>Application Cost</b>		\$ 433.55		\$ 433.55		\$ 433.55	
<b>Estimated Total Cost Proposal A</b>		<b>\$ 2,167.74</b>		<b>\$ 2,167.74</b>		<b>\$ 2,167.74</b>	
<b>PROPOSAL B</b>							
<b>PARKS (5 Applications)</b>							
Larvicide	38.3 Acres	\$ 36.76	\$ 13.01	\$ 36.76	\$ 13.01	\$ 36.76	\$ 13.01
Adulticide	290.1 Acres	\$ 4.71	\$ 0.82	\$ 4.71	\$ 0.82	\$ 4.71	\$ 0.82
		\$ 2,774.28	\$ 736.17	\$ 2,774.28	\$ 736.17	\$ 2,774.28	\$ 736.17
<b>Application Cost</b>		\$ 3,510.44		\$ 3,510.44		\$ 3,510.44	
<b>Estimated Total Cost Proposal B</b>		<b>\$ 17,552.22</b>		<b>\$ 17,552.22</b>		<b>\$ 17,552.22</b>	
<b>PROPOSAL C</b>							
<b>MISC. MUNICIPAL SITES (5 Applications)</b>							
Larvicide	4.0 Acres	\$ 36.76	\$ 13.01	\$ 36.76	\$ 13.01	\$ 36.76	\$ 13.01
Adulticide	65.7 Acres	\$ 10.62	\$ 0.82	\$ 10.62	\$ 0.82	\$ 10.62	\$ 0.82
		\$ 844.77	\$ 105.91	\$ 844.77	\$ 105.91	\$ 844.77	\$ 105.91
<b>Application Cost</b>		\$ 950.69		\$ 950.69		\$ 950.69	
<b>Estimated Total Cost Proposal C</b>		<b>\$ 4,753.44</b>		<b>\$ 4,753.44</b>		<b>\$ 4,753.44</b>	
<b>PROPOSAL D</b>							
<b>CEMETERIES (2 Applications)</b>							
Adulticide	9.8 Acres	\$ 61.32	\$ 0.82	\$ 61.32	\$ 0.82	\$ 61.32	\$ 0.82
		\$ 600.94	\$ 8.04	\$ 600.94	\$ 8.04	\$ 600.94	\$ 8.04
<b>Application Cost</b>		\$ 608.97		\$ 608.97		\$ 608.97	
<b>Estimated Total Cost Proposal D</b>		<b>\$ 1,217.94</b>		<b>\$ 1,217.94</b>		<b>\$ 1,217.94</b>	
<b>PROPOSAL E</b>							
<b>SYLVAN GLEN GOLF COURSE (5 Applications)</b>							
Larvicide	21.1 Acres	\$ 36.75	\$ 13.01	\$ 36.75	\$ 13.01	\$ 36.75	\$ 13.01
Adulticide	23.5 Acres	\$ 17.19	\$ 0.82	\$ 17.19	\$ 0.82	\$ 17.19	\$ 0.82
		\$ 1,179.39	\$ 293.78	\$ 1,179.39	\$ 293.78	\$ 1,179.39	\$ 293.78
<b>Application Cost</b>		\$ 1,473.17		\$ 1,473.17		\$ 1,473.17	
<b>Estimated Total Cost Proposal E</b>		<b>\$ 7,365.86</b>		<b>\$ 7,365.86</b>		<b>\$ 7,365.86</b>	
<b>PROPOSAL F</b>							
<b>SANCTUARY LAKE GOLF COURSE (5 Applications)</b>							
Larvicide	2.2 Acres	\$ 36.76	\$ 13.01	\$ 36.76	\$ 13.01	\$ 36.76	\$ 13.01
Adulticide	26.0 Acres	\$ 17.19	\$ 0.82	\$ 17.19	\$ 0.82	\$ 17.19	\$ 0.82
		\$ 527.81	\$ 49.94	\$ 527.81	\$ 49.94	\$ 527.81	\$ 49.94
<b>Application Cost</b>		\$ 577.75		\$ 577.75		\$ 577.75	
<b>Estimated Total Cost Proposal F</b>		<b>\$ 2,888.77</b>		<b>\$ 2,888.77</b>		<b>\$ 2,888.77</b>	
<b>Estimated Total Cost Proposals A-F</b>		<b>\$35,945.97</b>		<b>\$35,945.97</b>		<b>\$35,945.97</b>	

VENDOR NAME:

<b>Custom Lawn Care</b>
<b>Flint, MI</b>
<b>Check # #1218704</b>
<b>Check Amt \$2,000.00</b>

UNIT PRICES SHALL BE QUOTED BY THE COST/UNIT OF MEASURE (ACRE, MILE, BASIN)/APPLICATION for each year of service, with the exception the briquettes which shall be quoted on a per unit basis per year.

		Larvicide (as specified): Vecto Bac GS Adulticide (deviation): Duet					
		2013		2014		2015	
EST QTY							
<b>PROPOSAL G:</b>							
<u>Altosid XR Briquettes</u>	200	\$ 0.55	\$ 3.45	\$ 0.55	\$ 3.45	\$ 0.55	\$ 3.45
		\$ 110.00	\$ 690.00	\$ 110.00	\$ 690.00	\$ 110.00	\$ 690.00
<b>Estimated Total Cost Proposal G</b>		<b>\$800.00</b>		<b>\$800.00</b>		<b>\$800.00</b>	
<b>Estimated Grand Total Proposal</b>		<b>\$36,745.97</b>		<b>\$36,745.97</b>		<b>\$36,745.97</b>	
<b>Estimated Grand Total Proposal 3 Years.</b>		<b>\$110,237.91</b>					

SITE INSPECTION:	Y/N	Yes - August 2015					
	Date						
CONTACT INFORMATION	Hrs.	M-F 8:00 am - 7:00 pm					
	Phone	(810) 730-9150					
COMPLETION SCHEDULE:	Can Meet	X					
	Cannot Meet						
ALL OR NONE AWARD:	Y/N	Yes					
REFERENCES:	Y/N	Yes					
INSURANCE:	Can Meet	Yes					
	Cannot Meet						
PESTICIDE LICENSE:	Y/N	Yes					
MSDS SHEETS:	Y/N	Yes					
ACKNOWLEDGEMENT:		Yes					
PAYMENT TERMS:	Y or N	Net 30					
EXCEPTIONS:		None					
GENERAL QUESTIONNAIRE:		Yes					

**BOLDFACE TYPE DENOTES SOLE BIDDER**

ATTEST:  
 Susan Riesterer  
 Enna Bachelor  
 Ashely Levin

PROPOSAL - Three-Year Requirements of Mosquito Control

MaryBeth Murz,  
 Purchasing Manager



# CITY COUNCIL AGENDA ITEM

Date: March 10, 2016

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager  
 Timothy L. Richnak, Public Works Director  
 Kurt Bovensiep, Public Works Manager

Subject: Standard Purchasing Resolution 1: Award to Low Bidders – Aggregates

**History**

- Aggregate material is used by the Department of Public Works to maintain City infrastructure including underground systems.
- These systems require specific materials to meet different compaction ratings.
- The type of project or maintenance will dictate what type of aggregate is required.
- Aggregates are purchased on an as needed basis throughout the year to meet these demands and to replenish an inventory located at the Public Works yard.
- The current contract expires April 30, 2016.

**Purchasing**

On March 3, 2016 a bid opening was conducted as required by City Charter/Code for one (1) year requirements of aggregates with an option to renew for one (1) additional year. The bid was posted on the Michigan Intergovernmental Trade Network (MITN); [www.mitn.info](http://www.mitn.info). 204 vendors were notified via the MITN website. Nine (9) bid responses were received. Below is a detailed summary of potential vendors for the bid opportunity:

<b>Companies notified via MITN</b>	204
Troy Companies notified via MITN	2
Troy Companies notified - Active email Notification	2
Troy Companies - Active Free	0
<b>Companies that viewed the bid</b>	22
Troy Companies that viewed the bid	0

**MITN** provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy. **Active MITN** members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City. **Active MITN non-paying members** are responsible to monitor and check the MITN website for opportunities to do business with the City. **Inactive MITN member** status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.

After reviewing the bid proposals, it is being recommended to award contracts to the following three (3) low bidders by line item at the unit prices as detailed below:



# CITY COUNCIL AGENDA ITEM

**Purchasing (Continued):**

Item	Est Qty per Ton	Price per Ton	Est Total Cost
<b>Bedrock Express, LTD.</b>			
1. 6A Slag	500	\$15.95	\$7,975.00
3. Pea Gravel	300	\$15.49	\$4,647.00
6. Crushed Concrete	100	\$11.95	\$1,195.00
7. 21AA Limestone	1,000	\$14.95	\$14,950.00
8. 2NS Sand	200	\$10.95	\$2,190.00
			<b>\$30,957.00</b>
<b>Richmond Transport</b>			
4. 60/40 Gravel	100	\$16.75	\$1,675.00
9. Mason Sand	100	\$12.50	\$1,250.00
			<b>\$2,925.00</b>
<b>Glenn Eisenhardt</b>			
2. 22A Gravel	1000	\$10.00	\$10,000.00
5. Fill Sand	2500	\$7.15	\$17,875.00
			<b>\$27,875.00</b>
<b>Estimated Total Cost:</b>			<b>\$61,757.00</b>

**Financial**

Funds are available through the Public Works operating budgets for the Streets and Water Divisions.

**Recommendation**

City Management recommends awarding one (1) year contracts with the option to renew for one (1) additional year to the following low bidders:

<b><u>Company</u></b>	<b><u>Items</u></b>	<b><u>Estimated Total Cost</u></b>
Bedrock Express, LTD., Ortonville, MI	1,3,6,7,8	<b>\$30,957.00</b>
Richmond Transport Inc., Lenox, MI	4,9	<b>\$2,925.00</b>
Glenn Eisenhardt Excavating, Inc., Metamora, MI	2, 5	<b>\$27,875.00</b>
Estimated Total Cost		<b>\$61,757.00</b>

Aggregates are to be purchased as specified on as needed basis and as per unit bid prices listed in the attached bid tabulation opened March 3, 2016 on as needed basis; contract to expire April 30, 2018.

VENDOR NAME:

Bedrock Express LTD.	Richmond Transport, Inc.	Osburn Industries, Inc.	Calo & Sons Construction, Inc.
Ortonville, MI	Lenox, MI	Taylor, MI	Livonia, MI

**PROPOSAL: One-Year Requirements of Aggregates with an Option to Renew for one (1) additional year.**

ITEM	EST QTY/TONS	DESCRIPTION	PRICE/ TON	PRICE/ TON	PRICE/ TON	PRICE/ TON
1.	500	6A SLAG	\$ 15.95	\$ 17.80	\$ 18.50	\$ 18.65
2.	1000	22A GRAVEL	\$ 11.95	\$ 12.15	\$ 13.00	\$ 13.95
3.	300	PEA GRAVEL	\$ 15.49	\$ 15.50	\$ 17.25	\$ 18.95
4.	100	60/40 GRAVEL	\$ 17.95	\$ 16.75	\$ 18.00	\$ 19.97
5.	2,500	FILL SAND	\$ 7.95	\$ 8.60	\$ 8.50	\$ 8.99
6.	100	CRUSHED CONCRETE, 1" - 3"	\$ 11.95	\$ 15.10	\$ 15.00	\$ 14.25
7.	1,000	21AA LIMESTONE	\$ 14.95	\$ 15.85	\$ 15.00	\$ 16.65
8.	200	2NS SAND	\$ 10.95	\$ 14.00	\$ 13.25	\$ 14.40
9.	100	MASON SAND	\$ 12.95	\$ 12.50	\$ 14.00	\$ 14.40
DISCOUNT IF AWARDED ALL ITEMS			3%	0%	0%	0%
<b>ESTIMATED TOTAL:</b>			\$ 65,872.00	\$ 70,285.00	\$ 71,025.00	\$ 75,827.00
<b>ESTIMATED TOTAL AWARDED ITEMS:</b>			\$ 30,957.00	\$ 2,925.00	\$ -	\$ -
DELIVERY: Within Hours			24 Hours	24 Hours	24 Hours	24 Hours
MINIMUMS:			50 Tons	50 Ton Loads	50 Tons	50 Ton
ALL OR NONE AWARD:			Y or N	N	N	N
CONTACT INFORMATION:						
Hrs. of Operation			8AM-6PM	6AM-5PM	7AM-5PM	7AM-5PM
24 Hr. Phone No.			810-217-6324	810-602-1351	313.363.0877	248-755-3342
INSURANCE			Can Meet	Y	Y	Y
			Cannot Meet			
PAYMENT TERMS:			Net 30	Net 30	Net 30	Net 30
EXCEPTIONS:			Y or N	N	6a slag not always available.	N

ATTEST:

Ashely Levin  
 Susan Reisterer  
 Enna Bachelor

MaryBeth Murz  
 Purchasing Manager

VENDOR NAME:

Dales Landscape Supply	Glenn Eisenhardt Excavating, Inc. Inc.	Tri-City Aggregates, Inc.	Stoneco of Michigan
Roseville, MI	Metamora MI	Holly, MI	Monroe, MI

**PROPOSAL: One-Year Requirements of Aggregates with an Option to Renew for one (1) additional year.**

ITEM	EST QTY/TONS	DESCRIPTION	PRICE/TON	PRICE/TON	PRICE/TON	PRICE/TON
1.	500	6A SLAG	\$ -		\$ -	\$ -
2.	1000	22A GRAVEL	\$ 15.75	\$ 10.00	\$ 11.00	\$ -
3.	300	PEA GRAVEL	\$ 17.45	\$ 16.45	\$ -	\$ -
4.	100	60/40 GRAVEL	\$ 18.95	\$ -	\$ -	\$ 18.50
5.	2,500	FILL SAND	\$ 9.00	\$ 7.15	\$ 8.00	\$ -
6.	100	CRUSHED CONCRETE, 1" - 3"	\$ 15.00	\$ 13.75	\$ -	\$ 17.90
7.	1,000	21AA LIMESTONE	\$ -	\$ 16.70	\$ -	\$ 19.00
8.	200	2NS SAND	\$ 14.25	\$ 14.54	\$ -	\$ 17.75
9.	100	MASON SAND	\$ 13.25	\$ 13.55	\$ -	\$ 35.25
DISCOUNT IF AWARDED ALL ITEMS			0%	0%	0%	0%

<b>ESTIMATED TOTAL:</b>		\$ 51,055.00	\$ 55,148.00	\$ 31,000.00	\$ 29,715.00
<b>ESTIMATED TOTAL AWARDED ITEMS:</b>		\$ -	\$ 27,875.00	\$ -	\$ -
DELIVERY: Within Hours		48 Hours	48 Hours	48 Hours	48 Hours
MINIMUMS:		50 Tons	45 Tons	50 Tons	50 Tons
ALL OR NONE AWARD:	Y or N	N	N	N	N
CONTACT INFORMATION:					
Hrs. of Operation		8AM-6PM M-F	7AM-5PM	6AM-4PM	Varies
24 Hr. Phone No.				248-634-8276	734-770-4914
INSURANCE	Can Meet	X	X	X	X
	Cannot Meet				
PAYMENT TERMS:		NET 30	NET 30	NET 30	NET 30
EXCEPTIONS:	Y or N	N	N	N	N

CITY OF TROY  
 BID TABULATION  
 AGGREGATES

VENDOR NAME:

Fiore's Crushed  
 Concrete, Inc.

**PROPOSAL: One-Year Requirements of Aggregates with an Option to Renew for one (1) additional year.**

ITEM	EST QTY/TONS	DESCRIPTION	PRICE/ TON	PRICE/ TON	PRICE/ TON	PRICE/ TON
1.	500	6A SLAG	\$ -			
2.	1000	22A GRAVEL	\$ -			
3.	300	PEA GRAVEL	\$ -			
4.	100	60/40 GRAVEL	\$ -			
5.	2,500	FILL SAND	\$ -			
6.	100	CRUSHED CONCRETE, 1" - 3"	\$ 14.00			
7.	1,000	21AA LIMESTONE	\$ -			
8.	200	2NS SAND	\$ -			
9.	100	MASON SAND	\$ -			
DISCOUNT IF AWARDED ALL ITEMS			0%			
<b>ESTIMATED TOTAL:</b>			\$ 1,400.00			
<b>ESTIMATED TOTAL AWARDED ITEMS:</b>			\$ -			
DELIVERY: Within Hours			24 Hours			
MINIMUMS:			12 Tons			
ALL OR NONE AWARD:			Y or N	N		
CONTACT INFORMATION:						
Hrs. of Operation			7AM-5PM			
24 Hr. Phone No.			586-939-6200			
INSURANCE			Can Meet	X		
			Cannot Meet			
PAYMENT TERMS:			NET 30			
EXCEPTIONS:			Y or N	NET 30		



# CITY COUNCIL AGENDA ITEM

Date: March 15, 2016

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager  
 Timothy L. Richnak, Public Works Director  
 Kurt Bovensiep, Public Works Manager

RE: Standard Purchasing Resolution 2: Sole Bidder meeting Specifications – Transit Mixed Concrete

## History

- Transit mix concrete is concrete mixed at a plant and brought to a job site by a concrete truck. The Department of Public Works uses transit mixed concrete throughout the year for repairs to the City's infrastructure, which includes sidewalks, curbs, and roads.
- The City of Troy uses the most current mix design to ensure Alkali Silica Reactivity (ASR) is avoided in all new concrete placed.
- Transit mixed concrete is purchased on an as needed basis throughout the year.
- The current contract expires April 30, 2016.

## Purchasing

On March 10, 2016 a bid opening was conducted as required by City Charter and Code for Transit Mixed Concrete. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; [www.mitn.info](http://www.mitn.info) and was sent to the Troy Chamber of Commerce. Sixteen (16) vendors were notified of the bid opportunity via the MITN website. One (1) bid proposal was received. Below is a detailed summary of potential vendors for both bid opportunities.

<b>Companies notified via MITN</b>	50
Troy Companies notified via MITN	0
Troy Companies notified Active email Notification	0
Troy Companies Active Free	0
<b>Companies that viewed the bid</b>	5
Troy Companies that viewed the bid	0

**MITN** provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.

**Active MITN** members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City.

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**Inactive MITN member** status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.

## Financial

Funds for these materials are available through the Public Works operating budgets.

## Recommendation

City management recommends awarding a one (1) year contract to provide Transit Mixed Concrete with an option to renew for one (1) additional year to the sole bidder *Superior Materials, LLC of Farmington Hills, MI* as per the unit prices listed in the bid tabulation opened March 10, 2016; to be ordered on as needed basis; contract expiring April 30, 2018.

G:\Bid Award 14-15 New Format\Award Standard Purchasing Resolution 2 Transit Mixed Concrete ITB-COT16-16.doc

VENDOR NAME:

Superior Materials, LLC  
 Farmington Hills, MI

**PROPOSAL:** One-Year Requirements of Transit Mixed Concrete with an Option to Renew for one (1) additional year.

ITEM	EST QTY	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE
<b>PROPOSAL A: WEEKDAY DELIVERY</b>					
1	800 YDS	6 SACK MIX	\$102.00		
2	700 YDS	7 SACK MIX (High Early)	\$108.00		
3	200 YDS	12 HR 300 PSI MIX	\$114.00		
		Flexural Strength/ 7 sack			
		<b>SPLIT LOAD CHARGES</b>			
4a	20 TIMES	2 LOCATIONS	\$0.00		
4b	5 TIMES	3 LOCATIONS	\$0.00		
5	30 TIMES	BELOW MINIMUM LOAD CHARGE	\$75.00		
6	40 YDS	COLD WEATHER PROTECTION	\$6.00		
<b>ESTIMATED TOTAL PROPOSAL A:</b>			<b>\$182,490.00</b>	\$0.00	\$0.00
<b>PROPOSAL B: SATURDAY DELIVERY</b>					
1	25 YDS	6 SACK MIX	\$108.00		
2	100 YDS	7 SACK MIX (High Early)	\$114.00		
3	100 YDS	12 HR 300 PSI MIX	\$120.00		
		Flexural Strength/ 7 sack			
		<b>SPLIT LOAD CHARGES</b>			
4a	5 TIMES	2 LOCATIONS	\$0.00		
4b	2 TIMES	3 LOCATIONS	\$0.00		
5	10 TIMES	BELOW MINIMUM LOAD CHARGE	\$75.00		
6	10 YDS	COLD WEATHER PROTECTION	\$6.00		
<b>ESTIMATED TOTAL PROPOSAL B:</b>			<b>\$26,910.00</b>	\$0.00	\$0.00
<b>ESTIMATED GRAND TOTAL:</b>			<b>\$209,400.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	UNLOADING TIME/CU. YD.:		6 minutes/yd		
	MINIMUM LOAD:		1 yd		
	DELIVERY:	After Verbal Request	7am-5pm		
	HOURS OF OPERATION:		7am-5pm		
	24 HRS PHONE NO.		Pat Joyce: 248-521-9948		
	INSURANCE:	Y or N	Y		
	ALL OR NONE AWARD:	Y or N			
	PAYMENT TERMS:		1% NET 10TH END OF MONTH		
	EXCEPTIONS:	Y or N	NONE		

ATTEST:  
 Emily Frontera  
 Enna Bachelor  
 Susan Riesterer

\_\_\_\_\_  
 MaryBeth Murz,  
 Purchasing Manager



## CITY COUNCIL AGENDA ITEM

Date: March 16, 2016

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager  
Paul Evans, Zoning and Compliance Specialist

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Abandoned Property Mowing

### History

- City Code Chapter 82 requires that persons controlling property and the adjacent right of way maintain grass and weeds no higher than 8 inches. Troy Code Enforcement is responsible for identifying, enforcing, and eliminating the presence of tall grass and weeds on private property and adjacent rights of ways within the City.
- If tall grass and weeds remain after the City notifies the property owner of a violation, the Code allows the City or its agent to eliminate tall grass and weeds at the property owner's expense.
- Property owners are invoiced for contractor charges, Inspector labor and vehicle charges, and costs to create and process invoices. Unpaid costs are charged to the property.
- Properties cut typically include vacant lots, those with unoccupied buildings, and rights of ways between property and roads.
- In 2015, the City contractor performed 180 cuts on 90 properties.
- The 2015 median area cut was 7,550 square feet. Under the proposed contract, the City would pay \$16.90 for cutting property this size.
- The current contract for Abandoned Mowing expired 12/31/2015.

### Purchasing

- The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; [www.mitn.info](http://www.mitn.info).
- Two (2) bid responses were received. Below is a detailed summary of potential vendors for the bid opportunity:

<b>Companies notified via MITN</b>	274
Troy Companies notified via MITN	6
Troy Companies - Active email Notification	6
Troy Companies - Active Free	0
<b>Companies that viewed the bid</b>	42
Troy Companies that viewed the bid	3

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## CITY COUNCIL AGENDA ITEM

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### **Purchasing (continued)**

- Bids were reviewed in conjunction with the Planning Department and the Bid tabulation is attached. Fognie Pro Lawn of Troy, MI is the low bidder meeting specifications.
- Fognie Pro Lawn has been the City's cutting contractor for the past 3 years.
- Fognie Pro Lawn provides satisfactory service, is accessible to the City for all mowing needs and completes orders on a very timely basis.

### **Financial**

Funds for the Abandoned Mowing Program are available in the Building Inspection budget.

### **Recommendation**

City management recommends awarding a three (3) year contract with the option to renew for two (2) additional years to the low bidder meeting specifications; *Fognie Pro Lawn of Troy, MI* for an estimated total cost of \$6,215.00 per year at unit prices contained in the bid tabulation opened February 18, 2016, contract expiring December 31, 2018.

VENDOR NAME:	<b>Fougnie Pro Lawn</b>	<b>Landscape Services, Inc.</b>
	<b>Troy, MI</b>	<b>Clinton Township, MI</b>
Check #	<i>On File</i>	000993656
Check Amt		\$1,000.00

**PROPOSAL: FURNISH ALL LABOR, TOOLS, EQUIPMENT, TRANSPORTATION, AND LANDSCAPE MAINTENANCE SERVICES FOR MOWING ABANDONED PROPERTIES FOR THREE-YEARS WITH AN OPTION TO RENEW FOR TWO ADDITIONAL YEARS**

	2016	2017	2018	2016	2017	2018
<b>Estimated # of lots</b>						
<i>First 1,000 sq. ft. of each 180 lots</i>						
Unit Price - Cost per 1000 sq. ft.	\$ 3.95	\$ 3.95	\$ 3.95	\$ 30.00	\$ 30.00	\$ 30.00
Total Cost - Cost/1000 sq. ft. x 180 lots	\$ 711.00	\$ 711.00	\$ 711.00	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00
<b>Estimated Sq. Ft.</b>						
<i>2,840,000 sq. ft.</i>						
Unit Price - Cost per 1000 sq. ft.	\$ 1.85	\$ 1.85	\$ 1.85	\$ 1.25	\$ 1.25	\$ 1.25
Total Cost - Cost/1000 sq. ft. x 2,840,000 sq. ft.	\$ 5,254.00	\$ 5,254.00	\$ 5,254.00	\$ 3,550.00	\$ 3,550.00	\$ 3,550.00
<b>Show-up Fee</b>						
<i>Estimated Frequency: 25</i>						
Cost per Show-up	\$ 10.00	\$ 10.00	\$ 10.00	\$ 20.00	\$ 20.00	\$ 20.00
Total Cost to Show-up	\$ 250.00	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 500.00
<b>ESTIMATED TOTAL</b>	<b>\$ 6,215.00</b>	<b>\$ 6,215.00</b>	<b>\$ 6,215.00</b>	<b>\$ 9,450.00</b>	<b>\$ 9,450.00</b>	<b>\$ 9,450.00</b>
<b>3 YEAR TOTAL</b>	<b>\$18,645.00</b>			<b>\$28,350.00</b>		
<b>Hourly fee - Unique Circumstances</b>	\$ 42.00	\$ 42.00	\$ 42.00	\$40.00/\$65.00	\$40.00/\$65.00	\$40.00/\$65.00
SITE INSPECTION:	Y/N	Y		N		
CONTACT INFORMATION:						
Hrs of Operation		24 Hours		M-F 7:30am-6:00pm		
Phone		248-268-3117		586-741-5296		
REFERENCES:	Y/N	Y		Y		
INSURANCE:	Can Meet Cannot Meet	X		X		
ACKNOWLEDGEMENT:	Y/N	Y		X		
QUESTIONNAIRE:	Y/N	Y		Y		
PAYMENT TERMS:		Net 30		Net 30		
EXCEPTIONS:		Check is on file from last year.		Additional charges/fees need to be agreed upon for excessive clippings that are requested to be removed from a property following a mowing.		
FORMS:	Y/N	Y		Y		

ATTEST:  
 Enna Bachelor  
 Paul Evans  
 Susan Riesterer

MaryBeth Murz,  
 Purchasing Manager



## CITY COUNCIL AGENDA ITEM

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Date: March 16, 2016

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager  
Tom Darling, Director of Financial Services  
Steven Pallotta, Building Operations Director  
Elaine Bo, Recreation Director  
Brian Goul, Assistant Recreation Director

Subject: Standard Purchasing Resolution 2: Low Bidder Meeting Specifications- Pool HVAC Unit Replacement - Troy Community Center

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### **History**

- The current Pool HVAC Unit was installed in 2002 for use at the Troy Community Center for pool environmental climate control. The current Pool Unit provides heating, cooling, dehumidification, and ventilation to maintain the temperature of space at 82 degrees along with humidity levels of 60%. This type of operation is needed to meet ventilation requirements for swimming pool design and usage.
- The current Pool HVAC Unit has been maintained by the Building Operations Department.
- The Pool HVAC unit in the past has been subject to a very harsh chemical used in both pools to treat the water. The chlorine and other chemicals has eroded a great amount of the metal surfaces, and the vital components of the existing Pool HVAC.
- Pictures were provided to City Council in last year's Five Year Capital Budget review.
- With the use of chlorine and other harsh chemicals used in the past, the Troy Community Center has completely automated the system and installed UV lighting to control the chemicals needed.
- The new Pool HVAC unit will incorporate Stainless Steel Heat Exchangers, Interior Corrosion Protection and Polymer E- Coated Evaporator and Condenser Coils.
- In the interest of trying to maintain a safe and comfortable work environment, staff recommends the replacement of the current Pool HVAC Unit.

### **Purchasing**

- On February 25, 2016; a bid opening was conducted as required by City Charter/Code and bids were received at the City's request from Companies that are able to furnish all labor, materials and equipment to complete a New Pool Unit Replacement at the City of Troy Community Center.
- The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; [www.mitn.info](http://www.mitn.info). 431 vendors were notified via the MITN website. Two (2) bid responses were received.



# CITY COUNCIL AGENDA ITEM

## Purchasing (continued):

- Below is a detailed summary of the vendor responses.

<b>Companies notified via MITN</b>	431
Troy Companies notified via MITN	11
Troy Companies notified Active email Notification	10
Troy Companies notified Active Free	1
<b>Companies that viewed the bid</b>	39
Troy Companies that viewed the bid	2

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- Included in the bid process was a pre-bid meeting. Two (2) Companies attended the Pre-Bid meeting. Two (2) bids were received.
- Tech Mechanical, of Pontiac, MI* was the low bidder meeting specifications and is being recommended to deliver and install a new Pool HVAC Unit at the Troy Community Center.

## Financial

- The total cost of this project is \$290,837.00 and funds are budgeted and currently available in the Troy Community Center Capital Budget account 401.752.755.7975.125.
- The Project# is 20160072.
- This project will be completed during FY 2015/2016.

## Recommendation

City management recommends awarding a contract to complete the installation of a new Pool HVAC Unit for the Troy Community Center for an estimated cost of \$290,837.00 not to exceed budgetary limitations to the lowest bidder meeting specifications, Tech Mechanical, Inc. of Pontiac, MI at the base bid price contained in the bid tabulation opened February 25, 2016. The award is contingent upon the contractors' submission of properly executed bid documents including insurance certificates, and all other specified requirements.

VENDOR NAME:	<b>Tech Mechanical Pontiac, MI</b>	Artic Air, Inc. Royal Oak, MI	
Check #	<b>934490</b>	9480105076	
Amount	<b>\$5,000.00</b>	\$5,000.00	

**PROPOSAL: Provide all labor, materials, tools, equipment and supervision required for the furnishing and installing of a NEW Pool Unit at the Troy Community Center as per all work herein described and/or shown on the drawings and as per all bid specifications.**

Base Bid Price:	<b>\$290,837.00</b>	\$339,900.00	
<b>CONTACT INFORMATION:</b>			
Hours	<b>7:00am-4:30pm M-F</b>	8am-5pm M-F	
24 Hour Phone Number	<b>248-322-5600</b>	248-280-1300	
<b>PROGRESS PAYMENTS</b>	<b>30% down, 60% upon delivery of equip, 10% upon completion</b>	Progressive payments due the 20th of each month for work completed the prior month, submitted on G702	
<b>REFERENCES:</b>	<b>Yes or No</b>	Yes	Yes
<b>INSURANCE</b>		Yes	Yes
<b>SIGNATURE PAGE:</b>		Yes	Yes
<b>PAYMENT TERMS</b>		Blank	See Progress Payments
<b>WARRANTY:</b>		Blank	Per specifications
<b>EXCEPTIONS:</b>		N/A	Smoke detector termination by Simplex Grinell not included as they are not the panel mfg.
<b>FORMS:</b>		Yes	Yes

ATTEST:

Susan Riesterer  
Enna Bachelor  
Steve Pallotta

\_\_\_\_\_  
 MaryBeth Murz,  
 Purchasing Manager



## CITY COUNCIL AGENDA ITEM

Date: March 16, 2016

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager  
 Timothy Richnak, Public Works Director  
 Kurt Bovensiep, Public Works Manager  
 Ashely Levin, Project Manager

Subject: Standard Purchasing Resolution 4: US Communities – TCPN Purchasing Cooperative – Boulan Park Playground Resurfacing

### **History**

- The Parks Division is responsible for the maintenance of parks, including the repair and upkeep of playground equipment and playground surfacing.
- The area around two play structures in Boulan Park are in need of repair as the Poured-in-Place rubber surfacing has begun to deteriorate, specifically in high traffic areas.
- The current playground surfacing is the original surfacing.
- This project would include the removal of the current surfacing and the installation of synthetic turf.
- Synthetic turf mimics the look and feel of real grass, is anti-microbial, durable, requires little to no maintenance and is made from 100% recyclable material.
- An additional advantage of this type of surfacing when compared to Poured-in-Place is the cooler temperature when not shaded.

### **Purchasing**

- Through The Cooperative Purchasing Network (TCPN), pricing has been secured for materials as well as labor for both the removal of the current surfacing and installation of new surfacing using Contract # R5199-MI-9432.
- BCI Burke Company, LLC of Fond du Lac, WI in coordination with Snider Recreation of N. Royalton, OH is an authorized vendor for this material.

### **Financial**

- Funds for this purchase are available in the Parks Capital Fund 401.751.770.7974.130.
- The Project# is 20160050.

### **Recommendation**

City Management requests authorization to award a contract to purchase materials and labor for the removal and installation of playground surfacing materials at Boulan Park as detailed in the attached quote #5998 from BCI Burke Company, LLC of Fond du Lac, WI and Snider Recreation of N. Royalton, OH; the authorized Burke Dealer for the state of Michigan as per The Cooperative Purchasing Network (TCPN) proposal #R5199-MI-9432 for an estimated total cost of \$89,363.80.



# CITY COUNCIL AGENDA ITEM

**BCI Burke Company, LLC**

660 Van Dyne Road, Fond du Lac, WI 54936  
 Tel (920) 921-9220 Fax (920) 921-9566  
 www.bciburke.com



Date: 3/4/2016

Quote #5998

**Accepted Approved Quotation,  
 Terms and Conditions**

In coordination with **Snider Recreation - N. Royalton, OH 44133**

Signed: \_\_\_\_\_

Tel: (800) 888-2889 Fax: (440) 877-9159

Date: \_\_\_\_\_

To: City of Troy Dept of Public Works  
 Attn: Ashely Levin  
 4693 Rochester Road  
 Troy, MI 48085

**Project Name:** Boulan Park  
**Project Location:** 9096 North Gale Road  
 Otisville, MI 48465

Prepared by	Estimated Ship Date	Payment Terms		
Marianne Larson	6-8 weeks after receipt of order	Net 30 Days		
Item	Description	Unit Price	Quantity	Total
MBE Labor	Labor to remove and dispose of existing poured in place rubber surface	3,330.00	1	2,222.00
Burk Turf Elite	Burke Turf Elite - surfacing project including the following materials:			-
	070-2201 - Burke Turf Elite 50 oz (per sq ft)	2.83	7560	21,394.80
	070-2120 - Acrylic Sand for Burke Turf (50 lb bag)	20.90	488	10,199.20
	070-2112 - 2-7/8" Pad for 12' Fall Height (per panel)	127.11	202	25,676.22
	070-2106 - 1" pad for 6' Fall Height (per panel)	36.48	99	3,611.52
	070-2450 - Nordot 34G Glue - 5 Gallon Pail	563.73	2	1,127.46
	070-2430 - Cordora Tape - 300' Linear Foot Roll	288.80	2	577.60
	Freight	2,000.00	1	2,000.00
	Burke Turf Total:			64,586.80
Discount	Additional Courtesy Discount on Burke Turf	(3,000.00)	1	(3,000.00)
MBE Labor	Labor to install Burke Turf surfacing	25,555.00	1	25,555.00
	Proposal pricing is based on our assumption that the subbase is in good condition and is an acceptable base for Burke Turf. Any type of concrete or asphalt materials and/or labor would be an additional cost.			
	<b>TOTAL:</b>			<b>\$ 89,363.80</b>

*Marianne Larson*

**Title:** Sales & Marketing Support Manager, BCI Burke Co., LLC



Thank you for the opportunity to provide this quote.  
 We look forward to filling your park & playground needs in the months and years to come!

BCI Burke Company, LLC  
 "An ISO 9001:2008 and ISO 14001:2004 Certified Company"  
 660 Van Dyne Road - PO Box 549 - Fond du Lac, WI 54936-0549 - Phone (920) 921-0220 - Fax (920) 921-9566 - www.bciburke.com  
**Play That Moves You™**

## Current Playground Surfacing – Boulan Park



## Current Playground Surfacing – Boulan Park



## CITY COUNCIL AGENDA ITEM

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Examples of playground that have been resurfaced with synthetic turf:





## CITY COUNCIL AGENDA ITEM

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Date: March 17, 2016

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager  
Mark Miller, Director of Economic & Community Development  
Tom Darling, Director of Financial Services  
Steve Pallotta, Building Operations Director  
Cathy Russ, Library Director  
Phillip Kwik, Assistant Library Director

Subject: Standard Purchasing Resolution 2 Low Bidder Meeting Specifications – Building Remediation and Upgrades – Troy Public Library

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### **History**

- In February 2015, John Tagle Associates created a Building Assessment Report for the Troy Public Library. This Report identified several areas of the Library that need remediation in order to help stop water intrusion in the Library. Two of those areas are: 1) the lintels on the southeast side of the building; and 2) the skylights throughout the building.
- The Library is constructed with brick veneer exterior walls. Over the life of the 45-year-old building, water has infiltrated the walls through cracks in the mortar or missing flashing. This water intrusion has caused lintel delamination, and has compromised the integrity of three lintels: one over the loading dock entrance, and two over the building's southeast windows. This water intrusion has also resulted in bulging brickwork and loose bricks in these two areas.
- Damaged lintels need to be removed and replaced, and the brickwork around the lintels needs to be repaired. This is both a safety issue for staff and the public working around these areas, and necessary in order to check continued water intrusion in the building.
- In addition, the skylights throughout the building need remediation. In the original part of the building, the skylights do not have frames. In many areas, the sealant around the glass is split and has disbonded from the glass. The sealant is also split where glass is sealed to the masonry walls. In the building addition, the skylights also show signs of failing sealant in many areas. Numerous repairs have been undertaken to the skylights over the past decades. However, they continue to deteriorate.
- Skylights need to be removed and replaced throughout the building, in order in order to stop many of the water leaks in the Library.

### **Purchasing**

On March 3, 2016 a bid opening was conducted as required by City Charter and Code for Building Remediation at the Troy Public Library. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; [www.mitn.info](http://www.mitn.info). 540 companies were notified of the bid opportunity via the MITN website.



# CITY COUNCIL AGENDA ITEM

## Purchasing (continued)

A Mandatory Pre-Bid Meeting was held. Nine (9) companies were in attendance. Two (2) bid proposals were received. Below is a detailed summary of potential vendors for the bid opportunities.

<b>Companies notified via MITN</b>	540
Troy Companies notified via MITN	18
Troy Companies notified Active email Notification	16
Troy Companies Active Free	2
<b>Companies that viewed the bid</b>	78
Troy Companies that viewed the bid	7

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**Inactive MITN member** status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.

A post bid meeting was held to discuss the project in detail so as to ensure a complete understanding of the scope of work and the project timeline. The bid required separate pricing for the lintel beam replacement, skylight replacement, and masonry cleaning. Based on the post bid meeting discussion and pricing it is recommended to award the project low bid by line item as follows:

	<b>UBT, Inc.</b>	<b>Bornor Restoration</b>
Lintel Beam Replacements	\$17,601.00	
Skylight Replacements	\$167,055.00	
Masonry Cleaning		\$36,856.00
<b>Total by line item</b>	<b>\$184,656.00</b>	<b>\$36,856.00</b>
<i>Fiscal Year</i>	2015/2016	2016/2017

## Financial

- The total cost of this project is \$221,512.00 and the cost savings awarding by line item is \$6,581.00 as detailed in the attached bid tabulation. The lintel and skylight replacement will occur in the current Fiscal Year and the masonry cleaning will occur in Fiscal Year 2016/2017.
- Funds are budgeted and currently available in the Library's Capital Budget Account 401.7975.900.
- The Project# is 20160079.

## Recommendation

City management recommends awarding a contract to remediate existing lintel and skylights conditions at the Troy Public Library as detailed in the attached bid tabulation for an estimated total cost of \$184,656.00 to the low bidder meeting all bid specifications; *Unified Business Technologies, Inc., of Troy, MI.* to be completed in this current Fiscal Year. It is also recommended to award a contract to remediate the masonry conditions as detailed in the attached bid tabulation for an estimated total cost of \$36,856.00 to the low bidder meeting all bid specifications to *Bornor Restoration, Inc. of Lansing, MI* to be completed in Fiscal Year 2016/2017. The award is contingent upon the contractors' submission of properly executed bid documents including insurance certificates, and all other specified requirements.

G:\Bid Award 15-16 Award Standard Purchasing Resolution 2 Remediation Upgrades\_Library\_Memo

CITY OF TROY  
 BID TABULATION  
 TPL REMEDIATION UPGRADES

VENDOR NAME:	<b>Unified Business Technologies, Inc</b>	<b>Bornor Restoration, Inc</b>	
	Troy, MI	Lansing, MI	
Check #	#000994879	#001058863	
Amount	\$6,500.00	\$6,500.00	

**PROPOSAL: Provide all labor, materials, tools, equipment and supervision required for the furnishing and installing of all work herein described, specified and/or shown on the drawings.**

<b>Lintel Beam Replacements:</b>	Base Bid Price	\$ 17,601.00	\$ 28,690.00	
	Sealant Per Lineal Foot	\$ 5.18	\$ 5.00	
	Tuck-pointing Per Lineal Foot	\$ 5.46	\$ 5.00	
	Brick Per Hundred	\$ 3,450.00	\$ 2,500.00	

<b>Skylight Replacements:</b>	Base Bid Price	\$ 167,055.00	\$ 226,182.00	
	Cleaning Per Square Foot	\$ 8.74	\$ 1.50	
	Sealant Per Lineal Foot	\$ 4.03	\$ 5.00	
	Tuck-pointing Per Lineal Foot	\$ 5.18	\$ 5.00	
	Additional Glass Per Square Foot	\$ 32.20	\$ 50.00	

<b>Masonry Cleaning:</b>	Base Bid Price	\$ 43,437.00	\$ 36,856.00	
	Cleaning Per Square Foot	\$ 1.04	\$ 1.50	
	Sealing Per Square Foot	\$ 1.09	\$ 1.00	
	Sealant Per Lineal Foot	\$ 4.03	\$ 5.00	
	Tuck-pointing Per Lineal Foot	\$ 5.46	\$ 5.00	

<b>Grand Total for Entire Remediation Upgrades:</b>	\$ 228,093.00	\$ 291,728.00	\$ -
<b>Total by Line Item for Remediation Upgrades:</b>	\$ 184,656.00	\$ 36,856.00	
<b>Cost Savings awarding by Line Item for Upgrades:</b>	\$ 6,581.00		
Contact Information			
Hours	7am-5pm	7am-5pm	
24 Hr Phone Number	313-588-2141	517-915-8532	
Progress Payments	Net 30	25th of the month	
References	Y	Y	
Insurance	Y	N	
Signature Page	Y	Y	
Payment Terms	Net 30	Net 30	
Warranty	Yes	As Specified	
Exceptions	None	None	
Forms	Y	Y	

**BOLDFACE TYPE DENOTES LOW BIDDER MEETING SPECIFICATIONS BY LINE ITEM.**

ATTEST:  
Phillip Kwik  
Enna Bachelor  
Susan Reisterer

\_\_\_\_\_  
 MaryBeth Murz,  
 Purchasing Manager



## CITY COUNCIL AGENDA ITEM

Date: March 17, 2016

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager  
 Timothy L. Richnak, Public Works Director  
 Kurt Bovensiep, Public Works Manager

Subject: Standard Purchasing Resolution 3: Exercise Renewal Option – Tree Maintenance Services

### History

- Three-year requirements of Tree Maintenance Services with an option to renew for one (1) additional year was competitively bid and opened on April 29, 2010, in accordance with City Charter and Code.
- The scope of work includes all labor, tools, equipment, and transportation for tree maintenance services.
- These services include preventative tree trimming maintenance, tree removal, storm damage removal, and tree stump removal.
- These tasks enable the City of Troy to be eligible to be recognized as a Tree City USA.
- On June 7, 2010, Troy City Council approved the three-year contract with an option to renew for one (1) additional year to the low total bidder, *J. H. Hart Urban Forestry of Sterling Heights, MI* (**Resolution # 2010-06-131-I-4a**) that also included a value added service of an additional one (1) year extension that included a 2.5% escalator, which was resolved on April 8, 2013. (**Resolution #2013-04-075-7-4g**).
- On March 23, 2015, Troy City Council approved an additional one (1) year extension, which included a 2.5% escalator from the 2010 pricing. (**Resolution #2015-03-047-J-4b**).
- J. H. Hart Urban Forestry has asked to extend its contract for an additional two (2) years, which would include a 3% escalator of the 2013 pricing for the first year of the extension only.

### Purchasing

Purchasing has conducted a market survey and determined the City would not benefit from soliciting new bids for tree maintenance services.

### Financial

Funds are available in the Parks Division and Streets Division operating budgets.

### Recommendation

City management recommends exercising the option to renew for two (2) additional years with *J. H. Hart Urban Forestry of Sterling Heights, MI* for tree maintenance services at unit prices detailed on the bid tabulation opened April 29, 2010, for an estimated total annual cost of \$285,053, which will expire June 30, 2018.





# CITY COUNCIL AGENDA ITEM

**PROPOSAL "E"**

**STORM DAMAGE REMOVAL**

Provide a three-man crew for storm damage removal	<u>Estimated Qty -</u>	3	3	3	3	3
	100 Man Hours	Typical Crew Size				
	Overtime:	\$ 166.14	\$ 170.29	\$ 175.40	\$ 175.40	
	Holiday Time:	\$ 166.14	\$ 170.29	\$ 175.40	\$ 175.40	
		Hour/3man Crew				
		Hour/3man Crew				

**PROPOSAL "F"**

**OPEN DRAIN TREE & DEBRIS DAM REMOVAL**

Provide a three-man crew for removal of Trees & debris	<u>Estimated Qty -</u>	3	3	3	3	3
	100 Man Hours	Typical Crew Size				
	Regular:	\$ 119.94	\$ 122.94	\$ 126.63	\$ 126.63	
	Overtime:	\$ 119.94	\$ 122.94	\$ 126.63	\$ 126.63	
	Holiday Time:	\$ 119.94	\$ 122.94	\$ 126.63	\$ 126.63	
		Hour/3man Crew				

**CONTACT INFORMATION:**

Contact Name: Judd Hart  
 24 Hr Phone # 248-755-1793  
 Cell Number 248-755-1793  
 Pager Number 248-755-1793  
 Hrs of Operations 7:30 AM to 5 PM

G:ITB-COT 10-14 Tree/Stump Removal Services



## CITY COUNCIL AGENDA ITEM

Date: March 17, 2016

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager  
 Timothy L. Richnak, Public Works Director  
 Paul Trosper, Water & Sewer Superintendent

Subject: Bid Waiver – Manhole Frames & Covers

### History

- The City of Troy standardized all manhole frames and covers to those manufactured by EJ many years ago so as to standardize inventory and streamline repair and maintenance issues.
- By purchasing directly from the manufacturer, the City receives the best discount possible as compared to purchasing from a distributor.
- On April 13, 2015, Troy City Council approved a contract with EJ, formerly known as East Jordan Iron Works of East Jordan, MI for manhole frames and covers (Council Resolution #2015-04-051-J-7).
- Throughout the year, miscellaneous parts are ordered to replenish inventory as needed so to meet the needs of the Sanitary Sewer Maintenance Program and the Sidewalk and Slab Replacement Program.
- The current contract expires April 30, 2016.

### Purchasing

- Requirements of the Sanitary Sewer Maintenance Program, Sidewalk and Slab Replacement Programs and current part(s) inventory dictate the need to replenish inventory of manhole frames and covers on an as needed basis, in the estimated amount of \$100,000.00, not to exceed budgetary limitations.
- EJ has agreed to provide manhole frames and covers at list prices less various discounts as detailed below:

Part Number	Price
3025-1APT frame	\$622.54
Casting Frames	53% List Discount
Casting Covers	53% List Discount

- It is not possible to secure competitive bids because EJ of East Jordan, MI is the sole source manufacturer in the State of Michigan for manhole covers and frames.

### Financial

Funds for these materials are available through the Water and Streets Division Operating Budgets. Manhole frames and covers will be purchased on as needed basis.

### Recommendation

City Management recommends awarding a one (1) year contract for manhole frames and covers, purchased on an as needed basis directly from the manufacturer, EJ of East Jordan, MI at prices and discount structure listed above for an estimated amount of \$100,000.00, not to exceed budgetary limitations; with the contract expiring April 30, 2017.



## CITY COUNCIL AGENDA ITEM

Date: March 17, 2016

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager  
 Mark Miller, Director of Economic & Community Development  
 Tom Darling, Director of Financial Services  
 Cathy Russ, Library Director  
 Phillip Kwik, Assistant Library Director

Subject: Bid Waiver – Wayfinding Signage Phase 2 – Troy Public Library

### History

- A priority action item of the Library's Strategic Plan is to "make it easier for users to navigate the Library – finding materials and finding places (computer areas, youth area, restrooms, etc.) through effective signage, low-cost reorganization and increased staff interaction."
- In 2014, the City Council approved a contract with KMA Design of Pittsburgh, PA, to design a Wayfinding Signage package for the Library which would incorporate the Library's new brand and colors. (Resolution #2014-02-017-J-4f). In 2015, KMA delivered a Wayfinding design to the Library.
- May 11, 2015, City Council approved a contract with *Sign Concepts dba ASI Signage Innovations of Troy, MI*, in the amount of \$38,452 to complete Phase 1 of the Wayfinding Signage package for the Library. (Resolution #2015-05-070-J-4g). This phase included signs in the lobby, those indicating emergency exits and staff areas, the Letters to the Children of Troy wall, and branded logo signs for the Library's entrances. There were approximately 100 signs in Phase 1.
- The fabrication and installation of Phase 1 signs were completed by ASI Signage in a satisfactory manner in July 2015, on time and on budget.
- The Phase 1 signs are of high quality and consistent color. Many Library users have commented that the signs have brightened up and modernized the look of the Library, and made it easier to find where to go in the building.
- The Library is ready to undertake Phase 2 of this project. This phase will include signs in the Adult, Teen, and Youth areas of the Library, and will include approximately 300 signs.
- Because of the high quality of work on Phase 1 of this project, and the desire to ensure a uniform color and product throughout the entire building, the Library Administration is requesting a bid waiver to allow ASI Signage to complete Phase 2 of this project.

### Purchasing

- Because of the high quality of work on Phase 1 of this project, and the desire to ensure a uniform color and product throughout the entire building, it is in the best interest of the City to waive the bid process and award a contract to ASI Signage to complete Phase 2 of the signage project as per all original bid specifications and bid pricing.
- This project will be completed by June 30, 2016.



## CITY COUNCIL AGENDA ITEM

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### **Financial**

- The total cost of the Phase 2 Wayfinding Signage Package for the Library is \$59,483.88.
- Funds are budgeted and currently available in the Library's Capital Budget, 401.790.7975.900. The Project# is 20160078.

### **Recommendation**

City management recommends it is in the best interest of the City to waive the bid process and award a contract to install the Phase 2 Wayfinding Signage package at the Troy Public Library as per all original bid specifications and pricing for an estimated total cost of \$59,483.88 to *Sign Concepts dba ASI Signage Innovations of Troy, MI*. The award is contingent upon the contractor's submission of properly executed bid documents including insurance certificates, and all other specified requirements.



## CITY COUNCIL AGENDA ITEM

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Date: March 16, 2016

To: Brian Kischnick, City Manager

From: Tom Darling, Financial Services Director  
MaryBeth Murz, Purchasing Manager  
Steve Pallotta, Director of Building Operations

Subject: Bid Waiver – Phase One Replacement of Hallway and Office Area Lighting to LED Lamps – Troy City Hall

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### History

- The original lighting at City Hall was installed in 1964 and replaced in 2000.
- The original lighting in City Hall used 40 watt T12 lamps and magnetic PCP ballasts. When new technology came out in 1996, the option to save energy was to use a reduced wattage of lamps in conjunction with an electronic ballast.
- The Building Operations Department upgraded all lighting fixtures throughout City Hall with the new technology.
- All work was performed in house by Building Operations Department staff to save on installation cost.
- With the development and technology of LED lamps the Building Operations Department would again like to upgrade the lighting at City Hall to LED lamps using in-house staff.
- The Building Operations Department will retrofit approximately 402 currently used light fixtures in the first phase of this project.
- Changing from T8 lamps, removing electronic ballasts, and installing LED lamps calculates to a ROI (Return on Investment) payback of 2.95 years.
- The estimated energy savings is approximately \$8,068.00 annually and is based on reduced electrical consumption, and maintenance costs.
- The estimated LED tube life based on hours of operation is roughly 16 years.
- The City of Troy will contact DTE Energy and apply for Incentive Applications at an estimated rebate of \$5992.00.
- The Building Operations Department Staff will be retrofitting existing lighting fixtures using new LED lamps.

### Purchasing

- The LED lights and all necessary components are being purchased from *Toggled of Troy, MI*.
- The City of Troy Building Operations Department staff will install all lamps and retrofit kits to minimize installation costs.
- The detailed cost estimate is listed below:



## CITY COUNCIL AGENDA ITEM

### Purchasing (continued)

#### Detailed Cost Estimates

1220 TOGGLED FOUR FOOT TUBES MODEL A416-40210, 5 year warranty.	<b>\$24,400.00</b>
194 TOGGLED TWO FOOT TUBES MODEL A21-4021, 5 year warranty.	<b>\$4,205.92</b>
97 TOGGLED 2X2 Conversion Kits	<b><u>\$1,261.00</u></b>
<b>Total Estimated Project Cost</b>	<b>\$29,866.92</b>

### Financial

Funds are available in the Capital Fund Building Operations City Hall account 401.264.265.7975.900 in the amount of \$29,866.92 for this purchase.

### Recommendation

City Management recommends the approval of the purchase of one thousand two hundred and twenty (1220) four foot TOGGLED LED Lamps, one hundred ninety four (194) two foot TOGGLED LED lamps and ninety seven (97) conversion kits for the Troy City Hall from the authorized manufacturer *Toggled* as detailed in attached quote with the City of Troy Building Operations Department staff completing the installation process. The total estimated cost of the project is \$29,866.92.



# CITY COUNCIL AGENDA ITEM

Date: March 14, 2016

To: Brian Kischnick, City Manager

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

Subject: Act 51 Mileage Certification for 2015

**History**

- In accordance with the guidelines for adding or deleting streets to the annual road mileage certification for cities and villages, the following platted and non-platted streets require a resolution from Council to accept jurisdiction of these streets and/or to decertify.

Additions:

Ashwood Drive	1989.23 ft.	Oak Forest Phase II Site Condominiums
Ashwood Court	263.27 ft.	Oak Forest Phase II Site Condominiums
Oak Forest Drive	454.15 ft.	Oak Forest Phase II Site Condominiums
Bridle Path Drive	1037.77 ft.	Hunters Park Site Condominiums
Chaps Drive	1049.93 ft.	Hunters Park Site Condominiums
Rexdale Drive	289.82 ft.	Hunters Park Site Condominiums
Drake	149.59 ft.	Hunters Park Site Condominiums
Spring View	117.89 ft.	Brooke View Site Condominiums
Brooke View	492.12 ft.	Brooke View Site Condominiums

Deletions:

Cecil	200.00 ft.	Acreage
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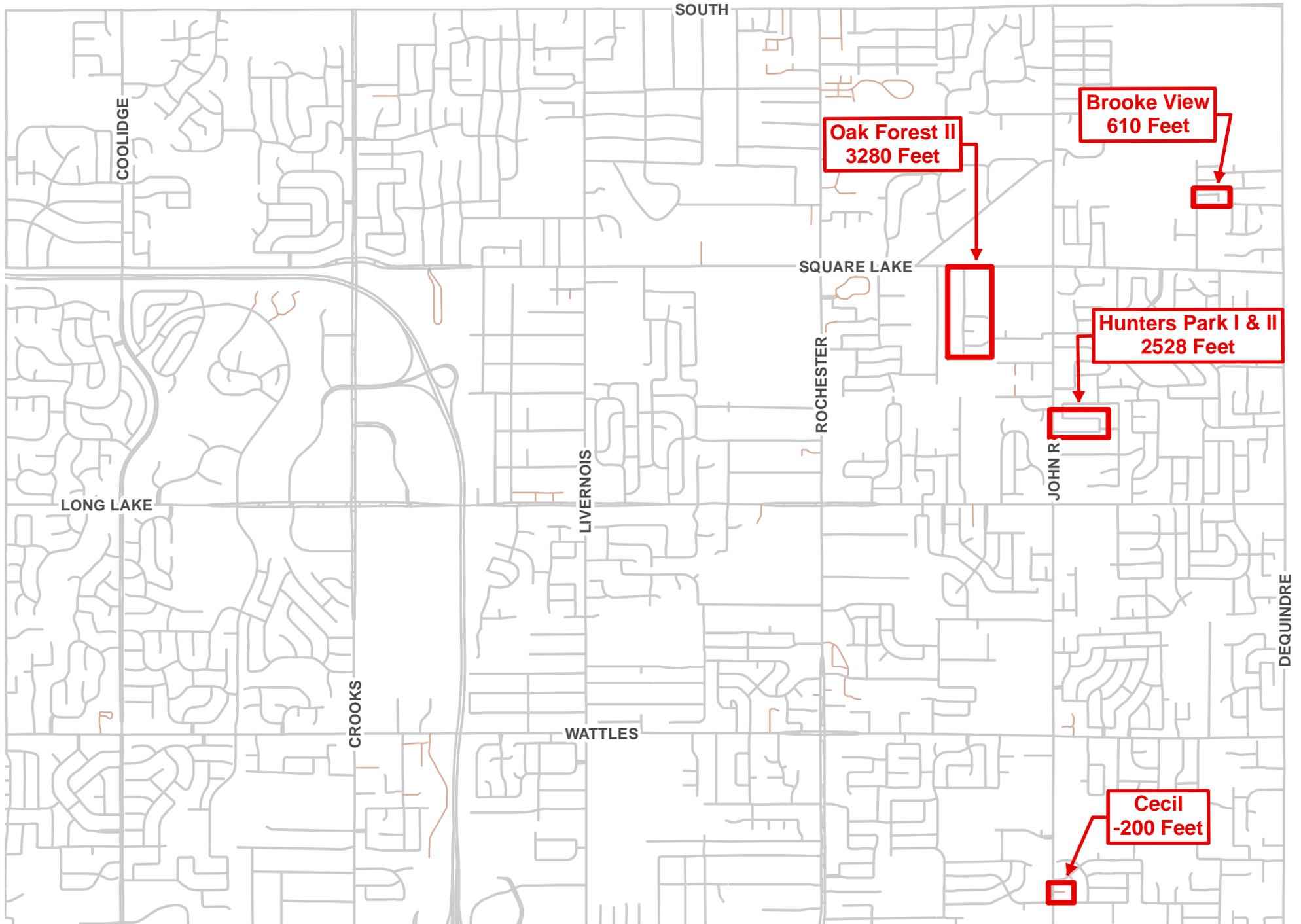
Cecil is a private gravel road on the east side of John R, north of Big Beaver that provides access to four (4) homes. The City does not maintain Cecil and it is included on the Act 51 map in error. The addition and deletion of these local streets will bring the local road mileage total to 268.15 miles, the major total will remain at 57.34 miles.

**Financial**

- The City of Troy's allocation of Michigan Transportation Funds is based on the number of miles of road under City jurisdiction. The roads listed under additions are under control of the City, open for public purposes, and are being maintained by the City. It is necessary 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.

**Recommendation**

- It is recommended that the roads listed above, under additions, be accepted and certified for the Act 51 mileage report.





## CITY COUNCIL AGENDA ITEM

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Date: March 14, 2016

To: Brian Kischnick, City Manager

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

Subject: Addendum #1 to Contract 15-8  
Mill & Hot Mix Asphalt (HMA) Overlay – Wattles Road, Rochester to John R

### **History**

In 2015, Pro-Line Asphalt Paving Company completed asphalt overlay work on three (3) miles of Wattles Road, from Coolidge to Rochester. Pro-Line worked well with the City, completed the projects on time and within budgeted amounts.

In an effort to continue work with a known contractor, staff requested that Pro-Line provide a quote for completing the next mile on Wattles Road, from Rochester to John R. The project limits would be from just east of Rochester Road to just west of John R. The intersection of John R will be completed with the next mile of Wattles Road in 2017.

Originally this work was planned to start as soon as weather allowed this spring, but since construction would be underway while Troy Athens would still be in session, staff considered a later start date. With this in mind, we requested that Pro-Line provide a quote with a start date after July 4<sup>th</sup> and completion no later than Labor Day to avoid conflicts with the high school.

Pro-Line's quote for the 2016 Wattles work is \$696,697.50 or approximately 4% higher than 2015 unit prices. A review of Pro-Lines unit prices against current bids received as well as other similar projects in the region, along with our past experience with their work, provides the basis for our recommendation to proceed with an Addendum rather than go out for bid.

### **Financial**

Funds for this work are proposed in the 2016-17 Major Road Fund in the amount of \$750,000. No funds would be expended until the 2016-17 budget is approved and the fiscal year begins on July 1, 2016.

### **Recommendation**

It is recommended that City Council approve Addendum #1 to the Wattles Mill & HMA Overlay contract to Pro-Line Asphalt Paving Corp., 11797 29 Mile Road, Washington Twp., MI, 48095 for their low total price of \$696,697.50. In addition, we are requesting authorization to approve additional work, if needed, up to the \$750,000 budget amount due to unknown quantities of repair work needed after milling off the asphalt surface.



# Pro-Line Asphalt Paving Corp.

11797 29 Mile Road  
Washington Twp. MI 48095

Phone: (586) 752-7730

Fax: (586) 752-9745

**PRO-LINE ASPHALT**

<b>To:</b> City Of Troy	<b>Contact:</b> Scott Finlay
<b>Address:</b> 500 West Big Beaver Road Troy, MI 48084	<b>Phone:</b> 248-524-3386
<b>Project Name:</b> Wattles Road Mill & Overlay - Rochester Rd To John R	<b>Bid Number:</b>
<b>Project Location:</b> Wattles Road From Rochester Road To John R Road, Troy, MI	<b>Bid Date:</b> 2/29/2016

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
0	Mobilization, Max. _\$25,000.00	1.00	LS	\$25,000.00	\$25,000.00
1	Color Audio Visual Route Survey	1.00	LS	\$1,500.00	\$1,500.00
2	Dr Structure, Rem	1.00	EACH	\$709.22	\$709.22
3	Sewer, Rem, Less Than 24 Inch	10.00	LF	\$50.16	\$501.60
4	Curb And Gutter, Rem	900.00	LF	\$23.33	\$20,997.00
5	Pavt, Rem	1,600.00	SY	\$9.54	\$15,264.00
6	Sidewalk, Rem	110.00	SY	\$16.53	\$1,818.30
7	Excavation, Earth	525.00	CY	\$35.02	\$18,385.50
8	Subgrade Undercutting, Type II, Modified	50.00	CY	\$62.78	\$3,139.00
9	Erosion Control, Filter Bag	17.00	EACH	\$75.50	\$1,283.50
10	Aggregate Base, 21AA Limestone	475.00	TON	\$41.21	\$19,574.75
11	Culv End Sect, Conc, 12 Inch	1.00	EACH	\$629.83	\$629.83
12	Sewer, CL IV, 12 Inch, Tr Det B	30.00	LF	\$86.00	\$2,580.00
13	Dr Structure, 48 Inch Dia	1.00	EACH	\$3,597.94	\$3,597.94
14	Dr Structure, Tap, 12 Inch	1.00	EACH	\$375.00	\$375.00
15	DPW Structure Cover, Adj, Add Depth	25.00	VF	\$136.59	\$3,414.75
16	DPW Structure Cover	3,600.00	LB	\$1.84	\$6,624.00
17	DPW Structure Cover, Adj, Case 1	16.00	EACH	\$445.00	\$7,120.00
18	DPW Structure Cover, Adj, Case 2	1.00	EACH	\$400.00	\$400.00
19	DPW Structure San Mh, Adj, Ext. Seal	3.00	EACH	\$1,032.91	\$3,098.73
20	Pavt, Cleaning	1.00	LS	\$1,500.00	\$1,500.00
21	Cold Milling HMA Surface, 2 Inches	23,400.00	SY	\$2.37	\$55,458.00
22	Pavt Joint And Crack Repr, Det 7	7,500.00	LF	\$3.71	\$27,825.00
23	Pavt Joint And Crack Repr, Det 8	750.00	LF	\$12.59	\$9,442.50
24	Hand Patching	75.00	TON	\$125.00	\$9,375.00
25	HMA, 3C	530.00	TON	\$106.55	\$56,471.50
26	HMA, 4E1, PG 70-22P	145.00	TON	\$132.48	\$19,209.60
27	HMA, 5E1, PG 70-22P	2,530.00	TON	\$86.11	\$217,858.30
28	HMA Approach, 36A	100.00	TON	\$158.92	\$15,892.00
29	Conc Pavt, Misc, Nonreinf, 8 Inch, Spillways	15.00	SY	\$83.47	\$1,252.05
30	Conc Pavt, Misc, Nonreinf, 8 Inch	110.00	SY	\$83.47	\$9,181.70
31	Misc Saw Cut	200.00	LF	\$2.31	\$462.00
32	Curb And Gutter, Conc, Det F2	665.00	LF	\$33.39	\$22,204.35
33	Driveway Opening, Conc, Det M	370.00	LF	\$38.95	\$14,411.50
34	Detectable Warning Surface	104.00	LF	\$50.08	\$5,208.32
35	Sidewalk Ramp, Conc, 6 Inch, ADA, Modified	300.00	SF	\$16.69	\$5,007.00
36	Sidewalk, Conc, 4 Inch	915.00	SF	\$6.68	\$6,112.20
37	Sidewalk, Conc, 8 Inch	360.00	SF	\$8.90	\$3,204.00
38	Mail Box, Relocate	10.00	EACH	\$75.00	\$750.00
39	Mail Box Post, New, If Needed	5.00	EACH	\$100.00	\$500.00
40	Pavt Mrkg, Ovly Cold Plastic, 6 Inch, Crosswalk	530.00	LF	\$5.27	\$2,793.10
41	Pavt Mrkg, Ovly Cold Plastic, 24 Inch, Stop Bar	240.00	LF	\$20.28	\$4,867.20

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
42	Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym, WRI	4.00	EACH	\$236.60	\$946.40
43	Pavt Mrkg, Ovly Cold Plastic, Only, WRI	10.00	EACH	\$250.12	\$2,501.20
44	Pavt Mrkg, Ovly Cold Plastic, Rt Turn Arrow Sym	2.00	EACH	\$236.60	\$473.20
45	Pavt Mrkg, Ovly Cold Plastic, Rt, Thru And Lt Turn Arrow	2.00	EACH	\$370.51	\$741.02
46	Pavt Mrkg, Ovly Cold Plastic, Thru Arrow Sym	4.00	EACH	\$209.56	\$838.24
47	Pavt Mrkg, Wet Retrflc Sprayable Thermopl. 4 Inch, White	7,200.00	LF	\$0.74	\$5,328.00
48	Pavt Mrkg, Wet Retrflc Sprayable Thermopl. 4 Inch, Yellow	10,150.00	LF	\$0.74	\$7,511.00
49	Pavt Mrkg, Type NR, Tape, 4 Inch, White, Temp	1,000.00	LF	\$1.68	\$1,680.00
50	Pavt Mrkg, Type NR, Tape, 4 Inch, Yellow, Temp	1,000.00	LF	\$1.68	\$1,680.00
51	Traffic Maintenance Control - One Way Traffic	1.00	LS	\$50,000.00	\$50,000.00

**Total Bid Price: \$696,697.50**

**ACCEPTED:**

The above prices, specifications and conditions are satisfactory and are hereby accepted.

**Buyer:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

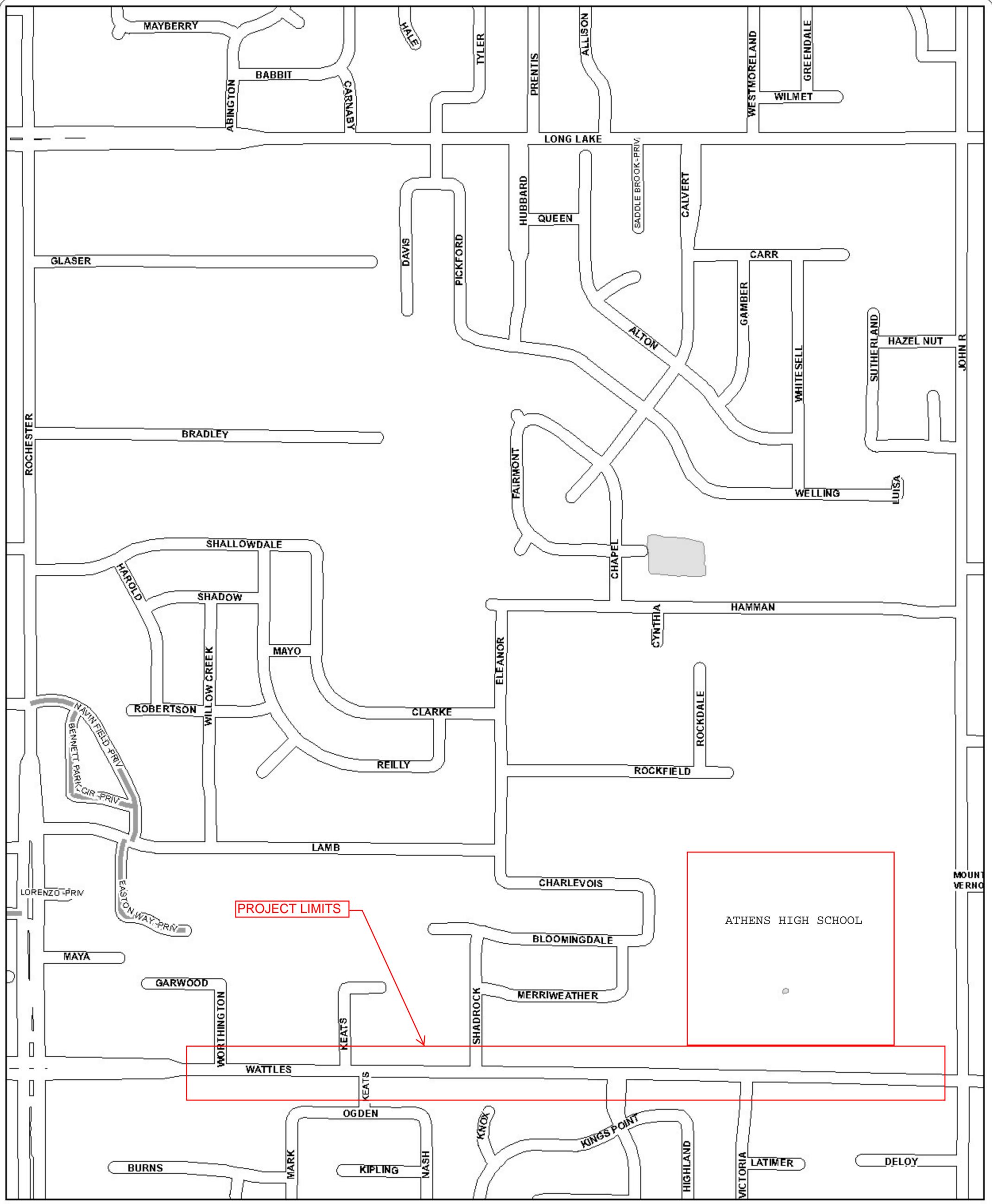
**Date of Acceptance:** \_\_\_\_\_

**CONFIRMED:**

**Pro-Line Asphalt Paving Corp.**

**Authorized Signature:** \_\_\_\_\_

**Estimator:** \_\_\_\_\_



PROJECT LIMITS

ATHENS HIGH SCHOOL

- Legend**
-  Private
  -  Do Not Salt

# Street Map

## Section 14



Date: 10/28/2015



## CITY COUNCIL AGENDA ITEM

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Date: March 16, 2016

To: Brian Kischnick, City Manager

From: Thomas Darling, Director of Financial Services 

Subject: ICMA/RC Money Purchase Plan & Trust 401a Amendment

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### History

The City has adopted the ICMA-RC's Governmental Money Purchase Plan & Trust to administer the 401a defined contribution plan for City employees. The advantages of this are that ICMA-RC's 401a plan document is generally designed to provide the City and participants with as much flexibility as possible within IRS guidelines. Administering the plan in accordance with the ICMA-RC 401a plan documents relieves the City from the burden and cost of continually reviewing and revising the plan document in response to changes in the Internal Revenue Code (IRC) and related regulations. ICMA-RC maintains the document in compliance with all IRC and regulatory requirements on behalf of the City. ICMA-RC seeks favorable private letter ruling rulings respecting the plan's eligibility status from the IRS for ICMA-RC's 401a plan documents.

The IRS has a six-year review schedule for the type of 401 plan documents ICMA-RC makes available to its clients. Following the IRS schedule, ICMA/RC submitted the updated plan documents for review in 2012 and received favorable opinion letters in 2014. The documents incorporate amendments for legislative and regulatory changes enacted since the prior restatement in 2006. These changes include the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART) as well as the post-EGTRRA legislative and regulatory changes which are:

- (a) Pension Protection act of 2006;
- (b) Final Treasury Regulations under Code section 415;
- (c) Emergency Economic Stabilization Act of 2008;
- (d) Worker, Retiree, and Employer Recovery Act of 2008;
- (e) Katrina Emergency Tax Relief Act of 2005; and
- (f) Gulf Opportunity Zone Act of 2005.

In the past, ICMA-RC has utilized a negative election process in an effort to make the plan document adoption process as easy as possible. This time around, per instructions from the IRS, each plan sponsor using the ICMA-RC plan document is required to execute a new adoption agreement and resolution by April 30<sup>th</sup>, 2016. Failure to execute an adoption agreement prior to the deadline may cause the plan to no longer be operated in accordance with IRS regulations and will place the plan at risk of losing its qualified status.



## CITY COUNCIL AGENDA ITEM

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### Recommendation

City Management has reviewed the amended plan document that incorporates the new IRS and legislative changes applicable to the City's plan and recommends adoption.

# ICMA-RC 401 Plan Document Volume Submitter Summary of Changes 2015

## ***Pension Protection Act (PPA) of 2006***

### ***Amended the Code to provide a number of changes with regard to Code section 401(a) plans.***

Required Notice of Participant Distributions  
Rollover by Non-Spouse Designated Beneficiary  
In-Service Distributions  
Normal Retirement Age

Distributions for Health and Long-Term Care Insurance for Public Safety Officers  
Rollover to Roth IRA's

## **Final Treasury Regulations under Code section 415**

Regulations amend the permitted definitions of Compensation for purposes of determining maximum permitted contributions.

## **Emergency Economic Stabilization Act of 2008**

Allowed repayment of certain prior qualified distributions for home purchases for participants affected by certain natural disasters

## **Worker, Retiree, and Employer Recovery Act of 2008**

Suspended Required minimum distributions for 2009.

### **Katrina Emergency Tax Relief Act of 2005**

Allowed repayment of certain prior qualified distributions for home purchases for participants affected by hurricanes Katrina, Rita and/or Wilma.

### **Gulf Opportunity Zone Act of 2005**

Allowed repayment of certain prior qualified distributions for home purchases for participants affected by hurricanes Katrina, Rita and/or Wilma.

### **The Heroes Earnings Assistance and Relief Tax (HEART) Act of 2008**

Death Benefits with respect to Qualified Military Service  
Benefit Accruals with respect to differential wage payments.  
Benefit Accruals with respect to Qualified Military Service  
Deemed Severance from Employment

**ICMA RETIREMENT CORPORATION**

# **GOVERNMENTAL MONEY PURCHASE PLAN & TRUST**



# ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST

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# ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST

## I. PURPOSE

The Employer hereby adopts this Plan and Trust to provide funds for its Employees' retirement, and to provide funds for their Beneficiaries in the event of death. The benefits provided in this Plan shall be paid from the Trust. The Plan and the Trust forming a part hereof are adopted and shall be maintained for the exclusive benefit of eligible Employees and their Beneficiaries. Except as provided in Sections 4.13 and 14.03, no part of the corpus or income of the Trust shall revert to the Employer or be used for or diverted to purposes other than the exclusive benefit of Participants and their Beneficiaries.

## II. DEFINITIONS

- 2.01 Account.** A separate record which shall be established and maintained under the Trust for each Participant, and which shall include all Participant subaccounts created pursuant to Article IV, plus any Participant Loan Account created pursuant to Section 13.03. Each subaccount created pursuant to Article IV shall include any earnings of the Trust and adjustments for withdrawals, and realized and unrealized gains and losses allocable thereto. The term "Account" may also refer to any of such separate subaccounts.
- 2.02 Accounting Date.** Each day that the New York Stock Exchange is open for trading, and such other dates as may be determined by the Plan Administrator, as provided in Section 6.06 for valuing the Trust's assets.
- 2.03 Adoption Agreement.** The separate agreement executed by the Employer through which the Employer adopts the Plan and elects among the various alternatives provided thereunder, and which upon execution, becomes an integral part of the Plan.
- 2.04 Beneficiary.** The person or persons (including a trust) designated by the Participant who shall receive any benefits payable hereunder in the event of the Participant's death. The designation of such Beneficiary shall be in writing to the Plan Administrator. A Participant may designate primary and contingent Beneficiaries. Where no designated Beneficiary survives the Participant or no Beneficiary is otherwise designated by the Participant, the Participant's Beneficiary shall be his/her surviving spouse or, if none, his/her estate.
- Notwithstanding the foregoing, the Beneficiary designation is subject to the requirements of Article XII unless the Employer elects otherwise in the Adoption Agreement. Notwithstanding the foregoing, where elected by the Employer in the Adoption Agreement (the "QJSA Election"), the Beneficiary designation is subject to the requirements of Article XVII. Notwithstanding the foregoing, to the extent permitted by the Employer, a Beneficiary receiving required minimum distributions in accordance with Article X and not in a benefit form elected under Article XI or XII, may designate a Beneficiary to receive the required minimum distributions that would have otherwise been payable to the initial Beneficiary but for his or her death.
- 2.05 Break in Service.** A Period of Severance of at least twelve (12) consecutive months. In the case of an individual who is absent from work for maternity or paternity reasons, the twelve (12) consecutive month period beginning on the first anniversary of the first date of such absence shall not constitute a Break in Service. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (1) by reason of the pregnancy of the individual, (2) by reason of the birth of a child of the individual, (3) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement.
- 2.06 Code.** The Internal Revenue Code of 1986, as amended from time to time.
- 2.07 Covered Employment Classification.** The group or groups of Employees eligible to make and/or have contributions to this Plan made on their behalf, as specified by the Employer in the Adoption Agreement.

**2.08 Disability.** A physical or mental impairment which is of such permanence and degree that, as determined by the Employer, a Participant is unable because of such impairment to perform any substantial gainful activity for which he/she is suited by virtue of his/her experience, training, or education and that has lasted, or can be expected to last, for a continuous period of not less than twelve (12) months, or can be expected to result in death. The permanence and degree of such impairment shall be supported by medical evidence. If the Employer maintains a long-term disability plan, the definition of Disability shall be the same as the definition of disability in the long-term disability plan.

**2.09 Earnings.**

(a) **General Rule.** Earnings, which form the basis for computing Employer Contributions, are all of each Participant's W-2 earnings which are actually paid to the Participant during the Plan Year, plus any contributions made pursuant to a salary reduction agreement which are not includible in the gross income of the Employee under section 125, 402(e)(3), 402(h)(1)(B), 403(b), 414(h)(2), 457(b), or, effective January 1, 2001, 132(f)(4) of the Code. Earnings shall include any pre-tax contributions (excluding direct employer contributions) to an integral part trust of the Employer providing retiree health care benefits. Earnings shall also include any other earnings as defined and elected by the Employer in the Adoption Agreement. Unless the Employer elects otherwise in the Adoption Agreement, Earnings shall exclude overtime compensation and bonuses.

(b) **Limitation on Earnings.** For any Plan Year beginning after December 31, 2001, the annual Earnings of each Participant taken into account in determining allocations shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with section 401(a)(17)(B) of the Code. Annual Earnings means Earnings during the Plan Year or such other consecutive 12-month period over which Earnings is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual Earnings for the determination period that begins with or within such calendar year.

If a determination period consists of fewer than twelve (12) months, the annual Earnings limit is an amount equal to the otherwise applicable annual Earnings limit multiplied by the fraction, the numerator of which is the number of months in the short Plan Year and the denominator of which is twelve (12).

If Earnings for any prior determination period are taken into account in determining a Participant's allocations for the current Plan Year, the Earnings for such prior year are subject to the applicable annual Earnings limit in effect for that prior year.

(c) **Limitations for Governmental Plans.** In the case of an eligible participant in a governmental plan (within the meaning of section 414(d) of the Code), the dollar limitation shall not apply to the extent the Earnings which are allowed to be taken into account under the Plan would be reduced below the amount which was allowed to be taken into account under the Plan as in effect on July 1, 1993, as adjusted for increases in the cost-of-living in accordance with section 401(a)(17)(B) of the Code. For purposes of this Section, an eligible participant is an individual who first became a Participant in the Plan during a Plan Year beginning before the first Plan Year beginning after December 31, 1993.

(d) **Earnings Paid After Severance from Employment.** Earnings for purposes of allocations under the Plan shall not include amounts paid after a Participant's severance from Employment with the Employer except as provided in this Section 2.09(d).

(1) **Leave Cashouts.** Earnings shall include payment for unused accrued bona fide sick, vacation, or other leave, but only if (i) the Participant would have been able to use the leave if employment had continued, and (ii) such amounts are paid by the later of 2½ months after severance from employment with the Employer maintaining the Plan or by the end of the calendar year that includes the date of such severance from employment.

(2) **Regular Pay.** Earnings shall include regular pay after severance from employment if:

- (a) The payment is included in the Participant's W-2 earnings;
- (b) The payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Employer; and
- (c) Such amounts are paid by the later of 2½ months after severance from employment with the Employer maintaining the Plan or by the end of the calendar year that includes the date of such severance from employment.

Notwithstanding anything to the contrary in this subsection (b), unless the Employer has specifically elected to include overtime compensation and bonuses in Earnings, Earnings shall exclude overtime compensation and bonuses paid after severance from employment.

(3) **Effective Date.** This Section 2.09(d) is effective for Plan Years beginning on or after January 1, 2009. For Plan Years beginning before January 1, 2009, the amounts specified in subsections (a) and (b) must be paid within 2½ months after severance from employment with the Employer maintaining the Plan.

- 2.10 Effective Date.** The first day of the Plan Year during which the Employer adopts the Plan, unless the Employer elects in the Adoption Agreement an alternate date as the Effective Date of the Plan.
- 2.11 Employee.** Any individual who has applied for and been hired in an employment position and who is employed by the Employer as a common law employee; provided, however, that Employee shall not include any individual who is not so recorded on the payroll records of the Employer, including any such person who is subsequently reclassified by a court of law or regulatory body as a common law employee of the Employer. For purposes of clarification only and not to imply that the preceding sentence would otherwise cover such person, the term Employee does not include any individual who performs services for the Employer as an independent contractor, or under any other non-employee classification.
- 2.12 Employer.** The unit of state or local government or an agency or instrumentality of one (1) or more states or local governments that executes the Adoption Agreement.
- 2.13 Hour of Service.** Each hour for which an Employee is paid or entitled to payment for the performance of duties for the Employer.
- 2.14 Nonforfeitable Interest.** The nonforfeitable interest of the Participant or his/her Beneficiary (whichever is applicable) is that percentage of his/her Employer Contribution Account balance, which has vested pursuant to Article VII. A Participant shall, at all times, have a one hundred percent (100%) Nonforfeitable Interest in his/her Participant Contribution, Rollover, and Voluntary Contribution Accounts.
- 2.15 Normal Retirement Age.** The age which the Employer specifies in the Adoption Agreement. If the Employer enforces a mandatory retirement age, the Normal Retirement Age is the lesser of that mandatory age or the age specified in the Adoption Agreement.
- 2.16 Participant.** An Employee or former Employee for whom contributions have been made under the Plan and who has not yet received all of the payments of benefits to which he/she is entitled under the Plan. A Participant is treated as benefiting under the Plan for any Plan Year during which the participant received or is deemed to receive an allocation in accordance with Treas. Reg. section 1.410(b)-3(a).

**2.17 Period of Service.** For purposes of determining an Employee's initial or continued eligibility to participate in the Plan or the Nonforfeitable Interest in the Participant's Account balance derived from Employer Contributions, an Employee will receive credit for the aggregate of all time period(s) commencing with the Employee's first day of employment or reemployment and ending on the date a Break in Service begins. The first day of employment or reemployment is the first day the Employee performs an Hour of Service. An Employee will also receive credit for any Period of Severance of less than twelve (12) consecutive months. Fractional periods of a year will be expressed in terms of days.

Notwithstanding anything to the contrary herein, if the Plan is an amendment and restatement of a plan that previously calculated service under the hours of service method, service shall be credited in a manner that is at least as generous as that provided under Treas. Regs. section 1.410(a)-7(g).

**2.18 Period of Severance.** A continuous period of time during which the Employee is not employed by the Employer. Such period begins on the date the Employee retires, quits or is discharged, or if earlier, the twelve (12) month anniversary of the date on which the Employee was otherwise first absent from service.

**2.19 Plan.** This Plan, as established by the Employer, including any elected provisions pursuant to the Adoption Agreement.

**2.20 Plan Administrator.** The person(s) or entity named to carry out certain nondiscretionary administrative functions under the Plan, as hereinafter described, which is the ICMA Retirement Corporation or any successor Plan Administrator. Unless otherwise provided in the Plan, the Plan Administrator shall act at the direction of the Employer and shall be fully protected in acting on such direction.

**2.21 Plan Year.** The twelve (12) consecutive month period designated by the Employer in the Adoption Agreement.

**2.22 Trust.** The Trust created under Article VI of the Plan which shall consist of all of the assets of the Plan derived from Employer and Participant contributions under the Plan, plus any income and gains thereon, less any losses, expenses and distributions to Participants and Beneficiaries.

### III. ELIGIBILITY

**3.01 Service.** Except as provided in Sections 3.02 and 3.03 of the Plan, an Employee within the Covered Employment Classification who has completed a twelve (12) month Period of Service shall be eligible to participate in the Plan at the beginning of the payroll period next commencing thereafter. The Employer may elect in the Adoption Agreement to waive or reduce the twelve (12) month Period of Service.

If the Employer maintains the plan of a predecessor employer, service with such employer shall be treated as Service for the Employer.

**3.02 Age.** The Employer may designate a minimum age requirement, not to exceed age twenty-one (21), for participation. Such age, if any, shall be declared in the Adoption Agreement.

**3.03 Return to Covered Employment Classification.** In the event a Participant is no longer a member of Covered Employment Classification and becomes ineligible to make contributions and/or have contributions made on his/her behalf, such Employee will become eligible for contributions immediately upon returning to a Covered Employment Classification. If such Participant incurs a Break in Service, eligibility will be determined under the Break in Service rules of the Plan.

In the event an Employee who is not a member of a Covered Employment Classification becomes a member, such Employee will be eligible to participate immediately if such Employee has satisfied the minimum age and service requirements and would have otherwise previously become a Participant.

**3.04 Service Before a Break in Service.** All Periods of Service with the Employer are counted toward eligibility, including Periods of Service before a Break in Service.

#### IV. CONTRIBUTIONS

**4.01 Employer Contributions.** For each Plan Year, the Employer will contribute to the Trust an amount as specified in the Adoption Agreement. The Employer's full contribution for any Plan Year shall be due and paid not later than thirty (30) working days after the close of the Plan Year. Each Participant will share in Employer Contributions for the period beginning on the date the Participant commences participation under the Plan and ending on the date on which such Employee severs employment with the Employer or is no longer a member of a Covered Employment Classification, and such contributions shall be accounted for separately in his Employer Contribution Account. Notwithstanding anything to the contrary herein, if so elected by the Employer in the Adoption Agreement, an Employee shall be required to make contributions as provided pursuant to Section 4.03 or 4.04 in order to be eligible for Employer Contributions to be made on his/her behalf to the Plan.

**4.02 Forfeitures.** All amounts forfeited by terminated Participants, pursuant to Section 7.06, shall be used no later than the end of the next Plan Year. Forfeitures will be used to reduce dollar for dollar Employer Contributions otherwise required under the Plan. Forfeitures may first be used to pay the reasonable administrative expenses of the Plan, with any remainder being applied to reduce Employer Contributions.

**4.03 Mandatory Participant Contributions.** If the Employer so elects in the Adoption Agreement, each eligible Employee shall make contributions at a rate prescribed by the Employer or at any of a range of specified rates, as set forth by the Employer in the Adoption Agreement, as a requirement for his/her participation (1) in the Plan or (2) in this portion of the Plan. Once an eligible Employee becomes a Participant and makes an election hereunder, he/she shall not thereafter have the right to discontinue or vary the rate of such Mandatory Participant Contributions. Such contributions shall be accounted for separately in the Participant Contribution Account. Such Account shall be at all times nonforfeitable by the Participant.

If the Employer so elects in the Adoption Agreement, the Mandatory Participant Contributions shall be "picked up" by the Employer in accordance with Code section 414(h)(2). Any contribution picked-up under this Section shall be treated as an employer contribution in determining the tax treatment under the Code, and shall not be included as gross income of the Participant until it is distributed.

To constitute a Pick-Up Contribution, (1) the Employer must specify in a contemporaneous written document by a person duly authorized by the Employer that the contributions are being paid by the Employer in lieu of contributions by the Employee, and (2) the Employee must not be given the option of choosing to receive the contributed amounts directly instead of having them paid by the Employer to the Plan.

**4.04 Employer Matching Contributions of Voluntary Participant Contributions.** If the Employer so elects in the Adoption Agreement, Employer Matching Contributions shall be made on behalf of an eligible Employee for a Plan Year only if the Employee agrees to make Voluntary Participant Contributions for that Plan Year. The rate of Employer Contributions shall, to the extent specified in the Adoption Agreement, be based upon the rate at which Voluntary Participant Contributions are made for that Plan Year. Employer Matching Contributions shall be accounted for separately in the Employer Contribution Account.

**4.05 Voluntary Participant Contributions.** If the Employer so elects in the Adoption Agreement, an eligible Employee may make after-tax voluntary (unmatched) contributions under the Plan for any Plan Year in any amount up to twenty-five percent (25%) of his/her Earnings for such Plan Year. Matched and unmatched contributions shall be accounted for separately in the Participant's Voluntary Contribution Account. Such Account shall be at all times nonforfeitable by the Participant.

- 4.06 Deductible Employee Contributions.** The Plan will not accept deductible employee contributions which are made for a taxable year beginning after December 31, 1986. Contributions made prior to that date will be maintained in a Deductible Employee Contribution Account. The Account will share in the gains and losses under the Plan in the same manner as described in Section 6.06 of the Plan. Such Account shall be at all times nonforfeitable by the Participant. No part of the deductible voluntary contribution account will be used to purchase life insurance.
- 4.07 Final Pay Contributions.** If the Employer so elects in the Adoption Agreement, eligible Participants shall be eligible to make or receive Final Pay Contributions under this Plan in accordance with Article XVIII. This election may be made even if the Employer does not elect to make contributions under Section 4.01.
- 4.08 Accrued Leave Contributions.** If the Employer so elects in the Adoption Agreement, eligible Participants shall be eligible to make or receive Accrued Leave Contributions under this Plan in accordance with Article XIX. This election may be made even if the Employer does not elect to make contributions under Section 4.01.
- 4.09 Military Service Contributions.** Notwithstanding any provision of the Plan to the contrary, effective December 12, 1994, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with section 414(u) of the Code.

Effective December 12, 1994, if the Employer has elected in the Adoption Agreement to make loans available to Participants, loan repayments shall be suspended under the Plan as permitted under section 414(u)(4) of the Code.

**4.10 Accrual of Additional Benefits for Qualified Military Service.**

- (a) **Death Benefits with Respect to Qualified Military Service.** In the case of a Participant who dies on or after January 1, 2007, while performing qualified military service (as defined in Code section 414(u)) with respect to the Employer, his/her Beneficiary shall have a Nonforfeitable Interest in the Participant's entire Employer Contribution Account to the extent that he/she would have had had the Participant resumed and then terminated employment on account of death.
- (b) **Benefit Accruals with Respect to Differential Wage Payments.** If the Employer so elects in the Adoption Agreement, effective as elected by the Employer but no earlier than January 1, 2009, Plan contributions shall be made based on differential wage payments (as such term is defined in Code section 3401(h)(2)). Solely for purposes of applying the limits of Code section 415, differential wage payments shall be treated as compensation.
- (c) **Benefit Accruals with Respect to Qualified Military Service.** Notwithstanding any provision of the Plan to the contrary, effective as elected by the Employer but no earlier than January 1, 2007, if the Employer so elects in the Adoption Agreement, Participants who die or become Disabled while performing qualified military service (as defined in Code section 414(u)) with respect to the Employer shall receive Plan contributions as permitted under Code section 414(u)(9).

- 4.11 Changes in Participant Election.** A Participant may elect to change his/her rate of Voluntary Participant Contributions at any time or during an election period as designated by the Employer. A Participant may discontinue such contributions at any time or during an election period as designated by the Employer.

#### 4.12 Portability of Benefits.

- (a) Unless otherwise elected by the Employer in the Adoption Agreement, the Plan will accept Participant (which shall include, for purposes of this subsection, an Employee within the Covered Employment Classification whether or not he/she has satisfied the minimum age and service requirements of Article III) rollover contributions and/or direct rollovers of distributions (including after-tax contributions) made after December 31, 2001 that are eligible for rollover in accordance with Section 402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii), or 457(e)(16) of the Code, from all of the following types of plans:
- (1) A qualified plan described in Section 401(a) or 403(a) of the Code;
  - (2) An annuity contract described in Section 403(b) of the Code;
  - (3) An eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or a political subdivision of a state; and
  - (4) An individual retirement account or annuity described in Section 408(a) or 408(b) of the Code (including SEPs, and SIMPLE IRAs after two years of participating in the SIMPLE IRA).
- (b) Notwithstanding the foregoing, the Employer may reject the rollover contribution if it determines, in its discretion, that the form and nature of the distribution from the other plan does not satisfy the applicable requirements under the Code to make the transfer or rollover a nontaxable transaction to the Participant;
- (c) For indirect rollover contributions, the amount distributed from such plan must be rolled over to this Plan no later than the sixtieth (60th) day after the distribution was made from the plan, unless otherwise waived by the IRS pursuant to Section 402(c)(3) of the Code.
- (d) The amount transferred shall be deposited in the Trust and shall be credited to a Rollover Account. Such Account shall be one hundred percent (100%) vested in the Participant.
- (e) The Plan will accept accumulated deductible employee contributions as defined in section 72(o)(5) of the Code that were distributed from a qualified retirement plan and transferred (rolled over) pursuant to section 402(c), 403(a)(4), 403(b)(8), or 408(d)(3) of the Code. Notwithstanding the above, this transferred (rolled over) amount shall be deposited to the Trust and shall be credited to a Deductible Employee Contributions Account. Such Account shall be one-hundred percent (100%) vested in the Participant.
- (f) A Participant may, upon approval by the Employer and the Plan Administrator, transfer his/her interest in another plan maintained by the Employer that is qualified under section 401(a) of the Code to this Plan, provided the transfer is effected through a one-time irrevocable written election made by the Participant. The amount transferred shall be deposited in the Trust and shall be credited to sources that maintain the same attributes as the plan from which they are transferred. Such transfer shall not reduce the accrued years or service credited to the Participant for purposes of vesting or eligibility for any Plan benefits or features.

**4.13 Return of Employer Contributions.** Any contribution made by the Employer because of a mistake of fact must be returned to the Employer within one year of the date of contribution.

## V. LIMITATION ON ALLOCATIONS

### 5.01 Participants Only in This Plan.

- (a) If the Participant does not participate in, and has never participated in another qualified plan or a welfare benefit fund, as defined in section 419(e) of the Code, maintained by the Employer, or an individual medical account, as defined by section 415(l)(2) of the Code, maintained by the Employer, which provides an Annual Addition, the amount of Annual Additions which may be credited to the Participant's Account for any Limitation Year will not exceed the lesser of the Maximum Permissible Amount or any other limitation contained in this Plan. If the Employer Contribution that would otherwise be contributed or allocated to the Participant's Account would cause the Annual Additions for the Limitation Year to exceed the Maximum Permissible Amount, the amount contributed or allocated will be reduced so that the Annual Additions for the Limitation Year will equal the Maximum Permissible Amount.
- (b) Prior to determining the Participant's actual Compensation for the Limitation Year, the Employer may determine the Maximum Permissible Amount for a Participant on the basis of a reasonable estimation of the Participant's Compensation for the Limitation Year, uniformly determined for all Participants similarly situated.
- (c) As soon as is administratively feasible after the end of the Limitation Year, the Maximum Permissible Amount for the Limitation Year will be determined on the basis of the Participant's actual Compensation for the Limitation Year.

### 5.02 Participants in Another Defined Contribution Plan.

- (a) Unless the Employer provides other limitations in the Adoption Agreement, this Section applies if, in addition to this Plan, the Participant is covered under another qualified defined contribution plan maintained by the Employer, or a welfare benefit fund, as defined in section 419(e) of the Code, maintained by the Employer, or an individual medical account, as defined by section 415(l)(2) of the Code, maintained by the Employer, which provides an Annual Addition, during any Limitation Year. The Annual Additions which may be credited to a Participant's Account under this Plan for any such Limitation Year will not exceed the Maximum Permissible Amount reduced by the Annual Additions credited to a Participant's Account under the other plans and welfare benefit funds for the same Limitation Year. If the Annual Additions with respect to the Participant under other defined contribution plans and welfare benefit funds maintained by the Employer are less than the Maximum Permissible Amount and the Employer contribution that would otherwise be contributed or allocated to the Participant's Account under this Plan would cause the Annual Additions for the Limitation Year to exceed this limitation, the amount contributed or allocated will be reduced so that the Annual Additions under all such plans and funds for the Limitation Year will equal the Maximum Permissible Amount. If the Annual Additions with respect to the Participant under such other defined contribution plans and welfare benefit funds in the aggregate are equal to or greater than the Maximum Permissible Amount, no amount will be contributed or allocated to the Participant's Account under this Plan for the Limitation Year.
- (b) Prior to determining the Participant's actual Compensation for the Limitation Year, the Employer may determine the Maximum Permissible Amount for a Participant in the manner described in Section 5.01(b).
- (c) As soon as is administratively feasible after the end of the Limitation Year, the Maximum Permissible Amount for the Limitation Year will be determined on the basis of the Participant's actual Compensation for the Limitation Year.

- (d) If, pursuant to Subsection (c) or as a result of the allocation of forfeitures, a Participant's Annual Additions under this Plan and such other plans would result in an Excess Amount for a Limitation Year, the Excess Amount will be deemed to consist of the Annual Additions last allocated, except that Annual Additions attributable to a welfare benefit fund or individual medical account will be deemed to have been allocated first regardless of the actual allocation date.
- (e) If an Excess Amount was allocated to a Participant on an allocation date of this Plan which coincides with an allocation date of another plan, the Excess Amount attributed to this Plan will be the product of,
  - (1) The total Excess Amount allocated as of such date, multiplied by
  - (2) The ratio of (i) the Annual Additions allocated to the Participant for the Limitation Year as of such date under this Plan to (ii) the total Annual Additions allocated to the Participant for the Limitation Year as of such date under this and all the other qualified prototype defined contribution plans.

**5.03 Definitions.** For the purposes of this Article, the following definitions shall apply:

- (a) Annual Additions. The sum of the following amounts credited to a Participant's account for the Limitation Year:
  - (1) Employer Contributions (including contributions "picked up" by the Employer under Section 4.03);
  - (2) Forfeitures;
  - (3) Employee contributions (including after-tax Voluntary Contributions under Section 4.05 and Mandatory Participant Contributions under Section 4.03 not "picked up" by the Employer); and
  - (4) Allocations under a simplified employee pension. Amounts allocated, after March 31, 1984, to an individual medical account, as defined in section 415(l)(2) of the Code, which is part of a pension or annuity plan maintained by the Employer, are treated as Annual Additions to a defined contribution plan.
  - (5) Notwithstanding the above, the term Annual Additions does not include the following:
    - (a) Restorative Payments. Annual Additions for purposes of Code section 415 shall not include restorative payments. For this purpose, restorative payments are payments made to restore losses to a plan resulting from actions by a fiduciary for which there is reasonable risk of liability for breach of a fiduciary duty under applicable federal or state law, where Participants who are similarly situated are treated similarly with respect to the payments. Generally, payments to a defined contribution plan are restorative payments only if the payments are made in order to restore some or all of the plan's losses due to an action (or a failure to act) that creates a reasonable risk of liability for such a breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the plan). This includes payments to a plan made pursuant to a court-approved settlement to restore losses to a qualified defined contribution plan on account of the breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the plan). Payments made to a plan to make up for losses due merely to market fluctuations and other payments that are not made on account of a reasonable risk of liability for breach of a fiduciary duty are not restorative payments and generally constitute contributions that give rise to Annual Additions.

- (b) Other Amounts. Annual Additions for purposes of Code section 415 shall not include (i) the direct transfer of a benefit or employee contributions from a qualified plan to this Plan; (ii) rollover contributions (as described in Code sections 401(a)(31), 402(c)(1), 403(a)(4), 403(b)(8), 408(d)(3), and 457(e)(16)); (iii) repayments of loans made to a Participant from the Plan; (iv) repayments of amounts described in Code section 411(a)(7)(B) (in accordance with Code sections 411(a)(7)(C) and 411(a)(3)(D) or repayment of contributions to a governmental plan (as defined in Code section 414(d)) as described in Code section 415(k)(3), as well as Employer restorations of benefits that are required pursuant to such repayments; (v) Employee Contributions to a qualified cost of living arrangement within the meaning of Code section 415(k)(2)(B); (vi) catch-up contributions made in accordance with section 414(v) and §1.414(v)-1 and (vii) excess deferrals that are distributed in accordance with §1.402(g)-1(e)(2) or (3).
- (c) Date of Employer Contributions. Notwithstanding anything in the Plan to the contrary, Employer Contributions are treated as credited to a Participant's account for a particular Limitation Year only if the contributions are actually made to the plan no later than the 15<sup>th</sup> day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable, depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends.
- (b) Compensation. Participant's wages, salaries, fees for professional services, and other amounts received (without regard to whether an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer, to the extent that the amounts are includible in gross income (or to the extent amounts would have been received and includible in gross income but for an election under Code section 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b)). These amounts include, but are not limited to, bonuses, fringe benefits, and reimbursements or other expense allowances under a nonaccountable plan as described in Treas. Reg. section 1.62-2(c).
- (1) Notwithstanding the foregoing, Compensation does not include:
- (i) Contributions (other than elective contributions described in Code section 402(e)(3), 408(k)(6), 408(p)(2)(A)(i), or 457(b)) made by the Employer to a plan of deferred compensation (including a simplified employee pension described in Code section 408(k) or a simple retirement account described in Code section 408(p), and whether or not qualified) to the extent that the contributions are not includible in the gross income of the Participant for the taxable year in which contributed. In addition, any distributions from a plan of deferred compensation (whether or not qualified) are not considered as Compensation for Code section 415 purposes, regardless of whether such amounts are includible in the gross income of the Participant when distributed; and
  - (ii) Other amounts that receive special tax benefits, such as premiums for group-term life insurance (but only to the extent that the premiums are not includible in the gross income of the Participant and are not salary reduction amounts that are described in Code section 125).
  - (iii) Other items of remuneration that are similar to the items listed in subparagraph (i) or (ii) of this subsection (b).
- (2) Compensation Paid After Severance or Deemed Severance from Employment. Compensation shall be adjusted as set forth herein for the following types of compensation paid after a Participant's severance from employment (as determined under section 415 of the Code and the regulations thereunder) with the Employer. Any payment that is not described in subsection (i), (ii), (iii), or (iv) of this Section is not considered Compensation within the meaning of section 415 of the Code if paid after severance from employment with the Employer.

(i) Regular Pay.

- (A) Compensation shall include regular pay after severance of employment if the payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments;
- (B) The payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Employer; and
- (C) Such amounts are paid:
1. for Limitation Years beginning before January 1, 2009, within 2½ months after severance from employment with the Employer maintaining the Plan; and
  2. for Limitation Years beginning on or after January 1, 2009, by the later of 2½ months after severance from employment with the Employer maintaining the Plan or by the end of the calendar year that includes the date of such severance from employment.
- (D) The date January 1, 2009 in subsections (b)(2)(i)(C)(1) and (2) of this Section shall be substituted for an earlier effective date if provided in Article II of the Adoption Agreement but no earlier than July 1, 2007.

(ii) Leave Cashouts.

- (A) For Limitation Years beginning before January 1, 2009, Compensation shall include payment for unused accrued bona fide sick, vacation, or other leave, but only if (I) the Participant would have been able to use the leave if employment had continued, (II) such amounts are paid within 2½ months after severance from employment with the Employer maintaining the Plan, and (III) such amounts would be included in Compensation if the individual had continued to perform services for the Employer.
- (B) For Limitation Years beginning on or after January 1, 2009, Compensation shall include payment for unused accrued bona fide sick, vacation, or other leave, but only if (I) the Participant would have been able to use the leave if employment had continued, (II) such amounts are paid by the later of 2½ months after severance from employment with the Employer maintaining the Plan or by the end of the calendar year that includes the date of such severance from employment, and (III) such amounts would be included in Compensation if the individual had continued to perform services for the Employer.
- (C) The date January 1, 2009 in subsections (b)(2)(ii)(A) and (B) of this Section shall be substituted for an earlier effective date if provided in Article II of the Adoption Agreement but no earlier than July 1, 2007.

(iii) Salary Continuation Payments for Military Service Participants.

- (A) Compensation includes payments to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Code section 414(u) (1)) to the extent:
1. Those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service; and

2. Those payments would be included in Compensation if the individual had continued to perform services for the Employer rather than entering qualified military service.

(B) Notwithstanding the foregoing, Compensation does not include distributions from this Plan to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Code section 414(u)(1)).

(iv) Salary Continuation Payments for Disabled Participants.

(A) Compensation includes amounts paid to a Participant who is permanently and totally disabled (as defined in Code section 22(e)(3)) to the extent:

1. Salary continuation applies to all Participants who are permanently and totally disabled for a fixed or determinable period or the Participant was not a highly compensated employee (as defined in Code section 414(q)) immediately before becoming disabled.
2. Those amounts would be included in Compensation if the Participant had continued to perform services for the Employer.

(B) Notwithstanding the foregoing, Compensation does not include distributions from this Plan to a Participant who is permanently and totally disabled (as defined in Code section 22(e)(3)).

For purposes of applying the limitations of this Article, Compensation for a Limitation Year is the Compensation actually paid or made available during such year. Compensation for a Limitation Year shall not include amounts earned but not paid during the Limitation Year solely because of the timing of pay periods and pay dates.

(c) Defined Contribution Dollar Limitation: \$40,000, as adjusted for increases in the cost of-living in accordance with section 415(d) of the Code.

(d) Employer: The Employer that adopts this Plan.

(e) Excess Amount: The excess of the Participant's Annual Additions for the Limitation Year over the Maximum Permissible Amount. Any Excess Amount shall include allocable income. The income allocable to an Excess Amount is equal to the sum of allocable gain or loss for the Plan Year and the allocable gain or loss for the period between the end of the Plan Year and the date of distribution (the gap period). The Plan may use any reasonable method for computing the income allocable to an Excess Amount, provided that the method is used consistently for all Participants and for all corrective distributions under the Plan for the Plan Year, and is used by the Plan for allocating income to Participants' Accounts.

(f) Limitation Year: A calendar year, or the twelve (12) consecutive month period elected by the Employer in section IX. 2 of the Adoption Agreement. All qualified plans maintained by the Employer must use the same Limitation Year. If the Limitation Year is amended to a different twelve (12) consecutive month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made. The Limitation Year may only be changed by Plan amendment. Furthermore, if the Plan is terminated effective as of a date other than the last day of the Plan's Limitation Year, then the Plan is treated as if the Plan had been amended to change its Limitation Year and the maximum permissible amount shall be prorated for the resulting short Limitation Year.

(g) Maximum Permissible Amount: The maximum Annual Addition that may be contributed or allocated to a Participant's Account under the Plan for any Limitation Year shall not exceed the lesser of:

- (1) The Defined Contribution Dollar Limitation, or
- (2) One hundred percent (100%) of the Participant's Compensation for the Limitation Year.

The compensation limit referred to in (2) shall not apply to any contribution for medical benefits after separation from service (within the meaning of section 401(h) or section 419A(f)(2) of the Code) which is otherwise treated as an annual addition.

If a short Limitation Year is created because of an amendment changing the Limitation Year to a different twelve (12) consecutive month period, the Maximum Permissible Amount will not exceed the Defined Contribution Dollar Limitation multiplied by the following fraction:

Number of months in the short Limitation Year

12

#### 5.04 Aggregation and Disaggregation of Plans.

(a) Generally. For purposes of applying the limitations of Code section 415, all defined contribution plans (without regard to whether a plan has been terminated) ever maintained by the Employer (or a "predecessor employer") under which the Participant receives Annual Additions are treated as one defined contribution plan. The "Employer" means the Employer that adopts this Plan and any other entity which the Employer determines, based on a reasonable, good faith interpretation of existing law in accordance with Notice 89-23, 1989-1 C.B. 654, as modified by Notice 96-64, 1996-2 C.B. 229, should be aggregated for purposes of applying the limitations of Code section 415. For purposes of this Section:

- (1) A former employer is a "predecessor employer" with respect to a Participant if the Employer maintains a plan under which the Participant had accrued a benefit while performing services for the former employer, but only if that benefit is provided under the plan maintained by the Employer. For this purpose, the formerly affiliated plan rules in Treas. Reg. section 1.415(f)-1(b)(2) apply as if the Employer and predecessor employer constituted a single employer under the rules described in Treas. Reg. section 1.415(a)-1(f)(1) and (2) immediately prior to the cessation of affiliation (and as if they constituted two, unrelated employers under the rules described in Treas. Reg. section 1.415(a)-1(f)(1) and (2) immediately after the cessation of affiliation) and cessation of affiliation was the event that gives rise to the predecessor employer relationship, such as a transfer of benefits or plan sponsorship.
- (2) With respect to an Employer, a former entity that antedates the Employer is a "predecessor employer" with respect to a Participant if, under the facts and circumstances, the Employer constitutes a continuation of all or a portion of the trade or business of the former entity.

(b) Midyear Aggregation. Two or more defined contribution plans that are not required to be aggregated pursuant to Code section 415(f) and the Treasury Regulations thereunder as of the first day of a Limitation Year do not fail to satisfy the requirements of Code section 415 with respect to a Participant for the Limitation Year merely because they are aggregated later in that Limitation Year, provided that no Annual Additions are credited to the Participant's account after the date on which the plans are required to be aggregated.

**5.05 Effective Date.** Except as otherwise provided in Section 5.03(b)(2), this Article shall apply to limitation years beginning on or after July 1, 2007. The Employer may elect a delayed effective date for this Article in Section IX. 3 of the Adoption Agreement, however, such effective date must apply to limitation years that begin on or after the date that is 90 days after the close of the first legislative session of the legislative body with authority to amend the plan that begins on or after July 1, 2007.

## VI. TRUST AND INVESTMENT OF ACCOUNTS

- 6.01 Trust.** A Trust is hereby created to hold all of the assets of the Plan for the exclusive benefit of Participants and Beneficiaries, except that expenses and taxes may be paid from the Trust as provided in Section 6.03. The trustee shall be the Employer or such other person which agrees to act in that capacity hereunder.
- 6.02 Investment Powers.** The trustee or the Plan Administrator, acting as agent for the trustee, shall have the powers listed in this Section with respect to investment of Trust assets, except to the extent that the investment of Trust assets is controlled by Participants, pursuant to Sections 6.05 and 13.03.
- (a) To invest and reinvest the Trust without distinction between principal and income in common or preferred stocks, shares of regulated investment companies and other mutual funds, bonds, notes, debentures, mortgages, certificates of deposit, contracts with insurance companies including but not limited to insurance, individual or group annuity, deposit administration, guaranteed interest contracts, and deposits at reasonable rates of interest at banking institutions including but not limited to savings accounts and certificates of deposit. Assets of the Trust may be invested in securities that involve a higher degree of risk than investments that have demonstrated their investment performance over an extended period of time.
  - (b) To invest and reinvest all or any part of the assets of the Trust in any common, collective or commingled trust fund that is maintained by a bank or other institution and that is available to Employee plans qualified under section 401 of the Code, or any successor provisions thereto, and during the period of time that an investment through any such medium shall exist, to the extent of participation of the Plan, the declaration of trust of such common, collective, or commingled trust fund shall constitute a part of this Plan.
  - (c) To invest and reinvest all or any part of the assets of the Trust in any group annuity, deposit administration or guaranteed interest contract issued by an insurance company or other financial institution on a commingled or collective basis with the assets of any other plan or trust qualified under section 401(a) of the Code or any other plan described in section 401(a)(24) of the Code, and such contract may be held or issued in the name of the Plan Administrator, or such custodian as the Plan Administrator may appoint, as agent and nominee for the Employer. During the period that an investment through any such contract shall exist, to the extent of participation of the Plan, the terms and conditions of such contract shall constitute a part of the Plan.
  - (d) To hold cash awaiting investment and to keep such portion of the Trust in cash or cash balances, without liability for interest, in such amounts as may from time to time be deemed to be reasonable and necessary to meet obligations under the Plan or otherwise to be in the best interests of the Plan.
  - (e) To hold, to authorize the holding of, and to register any investment to the Trust in the name of the Plan, the Employer, or any nominee or agent of any of the foregoing, including the Plan Administrator, or in bearer form, to deposit or arrange for the deposit of securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by any other person, and to organize corporations or trusts under the laws of any jurisdiction for the purpose of acquiring or holding title to any property for the Trust, all with or without the addition of words or other action to indicate that property is held in a fiduciary or representative capacity but the books and records of the Plan shall at all times show that all such investments are part of the Trust.
  - (f) Upon such terms as may be deemed advisable by the Employer or the Plan Administrator, as the case may be, for the protection of the interests of the Plan or for the preservation of the value of an investment, to exercise and enforce by suit for legal or equitable remedies or by other action, or to waive any right or claim on behalf of the Plan or any default in any obligation owing to the Plan, to renew, extend the time for payment of, agree to a reduction in the rate of interest on, or agree to any other modification or change in the terms of any obligation owing to the Plan, to settle, compromise, adjust, or submit to arbitration any

claim or right in favor of or against the Plan, to exercise and enforce any and all rights of foreclosure, bid for property in foreclosure, and take a deed in lieu of foreclosure with or without paying consideration therefor, to commence or defend suits or other legal proceedings whenever any interest of the Plan requires it, and to represent the Plan in all suits or legal proceedings in any court of law or equity or before any body or tribunal.

- (g) To employ suitable consultants, depositories, agents, and legal counsel on behalf of the Plan.
- (h) To open and maintain any bank account or accounts in the name of the Plan, the Employer, or any nominee or agent of the foregoing, including the Plan Administrator, in any bank or banks.
- (i) To do any and all other acts that may be deemed necessary to carry out any of the powers set forth herein.

**6.03 Taxes and Expenses.** All taxes of any and all kinds whatsoever that may be levied or assessed under existing or future laws upon, or in respect to the Trust, or the income thereof, and all commissions or acquisitions or dispositions of securities and similar expenses of investment and reinvestment of the Trust, shall be paid from the Trust. Such reasonable compensation of the Plan Administrator, as may be agreed upon from time to time by the Employer and the Plan Administrator, and reimbursement for reasonable expenses incurred by the Plan Administrator in performance of its duties hereunder (including but not limited to fees for legal, accounting, investment and custodial services) shall also be paid from the Trust. However, no person who is a fiduciary within the meaning of section 3(21)(A) of ERISA and regulations promulgated thereunder, and who receives full-time pay from the Employer may receive compensation from the Trust, except for expenses properly and actually incurred.

**6.04 Payment of Benefits.** The payment of benefits from the Trust in accordance with the terms of the Plan may be made by the Plan Administrator, or by any custodian or other person so authorized by the Employer to make such disbursement. Benefits under this Plan shall be paid only if the Plan Administrator, custodian or other person, or the Employer if directing such person, decides in his/her discretion that the applicant is entitled to them. The Plan Administrator, custodian or other person shall not be liable with respect to any distribution of Trust assets made at the direction of the Employer.

**6.05 Investment Funds.** In accordance with uniform and nondiscriminatory rules established by the Employer and the Plan Administrator, the Participant may direct his/her Accounts to be invested in one (1) or more investment funds available under the Plan; provided, however, that the Participant's investment directions shall not violate any investment restrictions established by the Employer and shall not include any investment in collectibles, as defined in section 408(m) of the Code.

**6.06 Valuation of Accounts.** As of each Accounting Date, the Plan assets held in each investment fund offered shall be valued at fair market value and the investment income and gains or losses for each fund shall be determined. Such investment income and gains or losses shall be allocated proportionately among all Account balances on a fund-by-fund basis. The allocation shall be in the proportion that each such Account balance as of the immediately preceding Accounting Date bears to the total of all such Account balances, as of that Accounting Date. For purposes of this Article, all Account balances include the Account balances of all Participants and Beneficiaries.

**6.07 Participant Loan Accounts.** Participant Loan Accounts shall be invested in accordance with Section 13.03 of the Plan. Such Accounts shall not share in any investment income and gains or losses of the investment funds described in Section 6.05.

**6.08 Deemed IRAs.** If deemed IRAs are available pursuant to section 408(q) of the Code, the assets of such deemed IRAs may be commingled with the Plan assets for investment purposes but, if held in the same trust, the trustee shall maintain a separate account for each deemed IRA.

## VII. VESTING

**7.01 Vesting Schedule.** The portion of a Participant's Account attributable to Mandatory Participant Contributions and Voluntary Participant Contributions, and the earnings thereon, shall be at all times nonforfeitable by the Participant. A Participant shall have a Nonforfeitable Interest in the percentage of his/her Employer Contribution Account established under Section 4.01, 4.04, 18.02(a) and 19.02(a) determined pursuant to the schedule elected by the Employer in the Adoption Agreement.

**7.02 Crediting Periods of Service.** Except as provided in Section 7.03, all of an Employee's Periods of Service with the Employer are counted to determine the nonforfeitable percentage in the Employee's Account balance derived from Employer Contributions. If the Employer maintains the plan of a predecessor employer, service with such employer will be treated as service for the Employer.

For purposes of determining years of service and Breaks in Service for the purposes of computing a Participant's nonforfeitable right to the Account balance derived from Employer Contributions, the twelve (12) consecutive month period will commence on the date the Employee first performs an Hour of Service and each subsequent twelve (12) consecutive month period will commence on the anniversary of such date.

**7.03 Service After Break in Service.** In the case of a Participant who has a Break in Service of at least five (5) years, all Periods of Service after such Breaks in Service will be disregarded for the purpose of determining the nonforfeitable percentage of the Employer-derived Account balance that accrued before such Break, but both pre-Break and post-Break service will count for the purposes of vesting the Employer-derived Account balance that accrues after such Break. Both Accounts will share in the earnings and losses of the fund.

In the case of a Participant who does not have a Break in Service of at least five (5) years, both the pre-Break and post-Break service will count in vesting both the pre-Break and post-Break Employer-derived Account balance.

In the case of a Participant who does not have any nonforfeitable right to the Account balance derived from Employer Contributions, years of service before a period of consecutive one (1) year Breaks in Service will not be taken into account in computing eligibility service if the number of consecutive one (1) year Breaks in Service in such period equals or exceeds the greater of five (5) or the aggregate number of years of service. Such aggregate number of years of service will not include any years of service disregarded under the preceding sentence by reason of prior Breaks in Service.

If a Participant's years of service are disregarded pursuant to the preceding paragraph, such Participant will be treated as a new Employee for eligibility purposes. If a Participant's years of service may not be disregarded pursuant to the preceding paragraph, such Participant shall continue to participate in the Plan, or, if terminated, shall participate immediately upon reemployment.

**7.04 Vesting Upon Normal Retirement Age.** Notwithstanding Section 7.01 of the Plan, a Participant shall have a Nonforfeitable Interest in his/her entire Employer Contribution Account, to the extent that the balance of such Account has not previously been forfeited pursuant to Section 7.06 of the Plan, if he/she is employed on or after his/her Normal Retirement Age.

**7.05 Vesting Upon Death or Disability.** Notwithstanding Section 7.01 of the Plan, in the event of Disability or death, a Participant or his/her Beneficiary shall have a Nonforfeitable Interest in his/her entire Employer Contribution Account, to the extent that the balance of such Account has not previously been forfeited pursuant to Section 7.06 of the Plan.

**7.06 Forfeitures.** Except as provided in Sections 7.04 and 7.05 of the Plan or as otherwise provided in this Section 7.06, a Participant who separates from service prior to obtaining full vesting shall forfeit that percentage of his/her Employer Contribution Account balance which has not vested as of the date such Participant incurs a Break in Service of five (5) consecutive years or, if earlier, the date such Participant receives, or is deemed under the provisions of Section 9.04 to have received, distribution of the entire Nonforfeitable Interest in his/her Employer Contribution Account. No forfeiture will occur solely as a result of a Participant's withdrawal of Employee Contributions. Forfeitures shall be allocated in the manner described in Section 4.02.

**7.07 Reinstatement of Forfeitures.** If the Participant returns to the employment of the Employer before incurring a Break in Service of five (5) consecutive years, any amounts forfeited pursuant to Section 7.06 shall be reinstated to the Participant's Employer Contribution Account on the date of repayment by the Participant of the amount distributed to such Participant from his/her Employer Contribution Account; provided, however, that if such Participant forfeited his/her Account balance by reason of a deemed distribution, pursuant to Section 9.04, such amounts shall be automatically restored upon the reemployment of such Participant. Such repayment must be made before the earlier of five (5) years after the first date on which the Participant is subsequently reemployed by the Employer, or the date the Participant incurs a Break in Service of five (5) consecutive years.

## VIII. BENEFITS CLAIM

**8.01 Claim of Benefits.** A Participant or Beneficiary shall notify the Plan Administrator in writing of a claim of benefits under the Plan. The Plan Administrator shall take such steps as may be necessary to facilitate the payment of such benefits to the Participant or Beneficiary.

**8.02 Appeal Procedure.** If any claim for benefits is initially denied by the Plan Administrator, the claimant shall file the appeal with the Employer, whose decision shall be final, to the extent provided by Section 15.07.

## IX. COMMENCEMENT OF BENEFITS

**9.01 Normal and Elective Commencement of Benefits.** A Participant who retires, becomes Disabled or incurs a severance from employment for any other reason may elect by written notice to the Plan Administrator to have his or her vested Account balance benefits commence on any date, provided that such distribution complies with Section 9.02. Such election must be made in writing during the one-hundred eighty (180) day period ending on the date as of which benefit payments are to commence. A Participant's election shall be revocable and may be amended by the Participant.

The failure of a Participant to consent to a distribution while a benefit is immediately distributable, within the meaning of section 9.02 of the Plan, shall be deemed to be an election to defer commencement of payment of any benefit sufficient to satisfy this section.

**9.02 Restrictions on Immediate Distributions.** Notwithstanding anything to the contrary contained in Section 9.01 of the Plan, if the value of a Participant's vested Account balance is at least \$1,000, and the Account balance is immediately distributable, the Participant must consent to any distribution of such Account balance. The Participant's consent shall be obtained in writing during the one-hundred eighty (180) day period (ninety (90) day period for Plan Years beginning before January 1, 2007) ending on the date as of which benefit payments are to commence. No consent shall be required, however, to the extent that a distribution is required to satisfy section 401(a)(9) or 415 of the Code.

The Plan Administrator shall notify the Participant of the right to defer any distribution until the Participant's Account balance is no longer immediately distributable. Such notification shall include a general description of the material features, and an explanation of the relative values of, the optional forms of benefit available

under the Plan in a manner that would satisfy section 417(a)(3) of the Code, and shall be provided no less than thirty (30) and no more than one-hundred eighty (180) days (ninety (90) days for Plan Years beginning before January 1, 2007) before the date as of which benefit payments are to commence. However, distribution may commence less than thirty (30) days after the notice described in the preceding sentence is given, provided (i) the distribution is one to which sections 401(a)(11) and 417 of the Code do not apply or, if the QJSA Election is made by the Employer in the Adoption Agreement, the waiver requirements of Section 17.05(a) are met; (ii) the Plan Administrator clearly informs the Participant that the Participant has a right to a period of at least thirty (30) days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option); and (iii) the Participant, after receiving the notice, affirmatively elects a distribution.

In addition, upon termination of this Plan, if the Plan does not offer an annuity option (purchased from a commercial provider) and if the Employer does not maintain another 401(a) defined contribution plan, the Participant's Account balance will, without the Participant's consent, be distributed to the Participant in a lump sum. However, if the Employer maintains another 401(a) defined contribution plan, the Participant's Account will be transferred, without the Participant's consent, to the other plan if the Participant does not consent to an immediate distribution.

An Account balance is immediately distributable if any part of the Account balance could be distributed to the Participant (or surviving spouse) before the Participant attains or would have attained (if not deceased) the later of Normal Retirement Age or age sixty-two (62).

For purposes of determining the applicability of the foregoing consent requirements to distributions made before the first day of the first plan year beginning after December 31, 1988, the Participant's vested Account balance shall not include amounts attributable to accumulated deductible employee contributions within the meaning of section 72(o)(5)(B) of the Code.

### **9.03 Transfer to Another Plan.**

- (a) If a Participant becomes eligible to participate in another plan maintained by the Employer that is qualified under section 401(a) of the Code, the Plan Administrator shall, at the written election of such Participant, transfer all or part of such Participant's Account to such plan, provided the Plan Administrator for such plan certifies to the Plan Administrator that its plan provides for the acceptance of such a transfer. Such transfers shall include those transfers of the nonforfeitable interest of a Participant's Account made for the purchase of service credit in defined benefit plans maintained by the Employer. For purposes of this Plan, any such transfer shall not be considered a distribution to the Participant subject to spousal consent as described in Section 9.10.
- (b) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.
- (c) Definitions. For the purposes of Subsection (b), the following definitions shall apply:
  - (1) Eligible Rollover Distribution. Any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include:
    - (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten years or more;

- (ii) any distribution to the extent such distribution is required under section 401(a)(9) of the Code; and
- (iii) the portion of any other distribution(s) that is not includible in gross income.

A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in section 408(a) or (b) of the Code, or, for distributions occurring after December 31, 2007, to a Roth IRA described in § 408A of the Code, or to a qualified defined contribution plan described in section 401(a) or a qualified annuity contract described in section 403(b) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(2) Eligible Retirement Plan.

- (i) an individual retirement account described in section 408(a) of the Code or an individual retirement annuity described in section 408(b) of the Code (collectively, an “IRA”);
- (ii) an annuity plan described in section 403(a) of the Code;
- (iii) an annuity contract described in section 403(b) of the Code;
- (iv) an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan;
- (v) a qualified plan described in section 401(a) of the Code, that accepts the Distributee’s Eligible Rollover Distribution; or
- (vi) for distributions occurring after December 31, 2007, a Roth IRA described in Code section 408A. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code.

- (3) Distributee. Participant; in addition, the Participant’s surviving spouse and the spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code, are Distributees with regard to the interest of the spouse or former spouse. For distributions after December 31, 2006 (unless a later date is elected by the Employer pursuant to subsection (d)(1) below, but no later than Plan Years beginning after December 31, 2009), a distributee includes the Employee’s or former Employee’s nonspouse designated Beneficiary, in which case, the distribution can only be transferred to a traditional or Roth IRA established on behalf of the nonspouse designated Beneficiary for the purpose of receiving the distribution.

- (4) Direct Rollover. A payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

(d) Rollover by a Non-Spouse Designated Beneficiary.

- (1) Unless otherwise elected by the Employer in the Adoption Agreement, for distributions beginning after December 31, 2006 but on or before December 31, 2009, a non-spouse Beneficiary who qualifies as a “designated beneficiary” under Code section 401(a)(9)(E) may establish an individual retirement plan

that will be treated as an inherited IRA pursuant to the provisions of Code section 402(c)(11) into which all or a portion of a death benefit distribution from this Plan can be transferred directly. A trust maintained for the benefit of one or more designated beneficiaries shall be treated in the same manner as a designated beneficiary.

- (2) Notwithstanding paragraph (1), for Plan Years beginning after December 31, 2009, a non-spouse Beneficiary who qualifies as a "designated beneficiary" under Code section 401(a)(9)(E) may establish an individual retirement plan that will be treated as an inherited IRA pursuant to the provisions of Code section 402(c)(11) into which all or a portion of a death benefit distribution from this Plan can be transferred directly. A trust maintained for the benefit of one or more designated beneficiaries shall be treated in the same manner as a designated beneficiary.
- (3) Notwithstanding anything herein to the contrary, a death benefit distribution shall not be eligible for transfer to an inherited IRA to the extent such distribution is a required minimum distribution under Code section 401(a)(9).

(e) Rollover by a Surviving Spouse Distributee. If any distribution attributable to a Participant is paid to the Participant's surviving spouse, section 402(c) applies to the distribution in the same manner as if the spouse were the Participant. However, a qualified plan (as defined in Treasury Regulation section 1.402(c)-2 Q&A-2) is not treated as an eligible retirement plan with respect to a surviving spouse. Only an individual retirement plan is treated as an eligible retirement plan with respect to an eligible rollover distribution to a surviving spouse.

**9.04 De Minimis Accounts.** Notwithstanding the foregoing provisions of this Article, if a Participant terminates service, and the value of his/her Nonforfeitable Interest in his/her Account is less than \$1,000, the Participant's benefit shall be paid as soon as practicable to the Participant in a single lump sum distribution. If the value of the Participant's Account is at least \$1,000 but not more than the dollar limit under section 411(a)(11) (A) of the Code, the Participant may elect to receive his/her Nonforfeitable Interest in his/her Account. Such distribution shall be made as soon as practicable following the request, in a lump sum.

For purposes of this Section, if a Participant's Nonforfeitable Interest in his/her Account is zero, the Participant shall be deemed to have received a distribution of such Nonforfeitable Interest in his/her Account.

**9.05 Withdrawal of Voluntary Contributions.** A Participant may upon written request withdraw a part of or the full amount of his/her Voluntary Contribution Account. Such withdrawals may be made at any time, provided that no more than two (2) such withdrawals may be made during any calendar year. No forfeiture will occur solely as the result of any such withdrawal.

**9.06 Withdrawal of Deductible Employee Contributions.** A Participant may upon written request withdraw a part of or the full amount of his/her Deductible Employee Contribution Account. Such withdrawals may be made at any time, provided that no more than two (2) such withdrawals may be made during any calendar year. No forfeiture will occur solely as the result of any such withdrawal.

**9.07 In-Service Distribution from Rollover Account.** Where elected by the Employer in the Adoption Agreement, a Participant that has a separate account attributable to rollover contributions to the Plan, may at any time elect to receive a distribution of all or any portion of the amount held in the Rollover Account.

**9.08 In-Service Distributions.**

- (a) Unless otherwise elected by the Employer in the Adoption Agreement, a Participant who has reached age 70½ regardless of his Nonforfeitable Interest in his/her entire Employer Contribution Account, shall, upon written request, receive a distribution of a part of or the full amount of the balance in any or all of his vested Accounts.

- (b) If elected by the Employer, in-service distributions may be made beginning after June 1, 2009 to a Participant who has attained Normal Retirement Age or an alternate age (after Normal Retirement Age) elected by the Employer, and who has not yet incurred a severance from employment.
- (c) A Participant's benefit under the Plan may not be distributed before the Participant attains age 62 or, if earlier, the Participant separates from employment (or has a deemed separation), attains Normal Retirement Age under the plan, dies, or becomes disabled, or upon termination of the Plan.
- (d) Distributions under Section 9.08 may be requested at any time, provided that no more than two (2) such distributions may be made during any calendar year.

**9.09 Latest Commencement of Benefits.** Notwithstanding anything to the contrary in this Article, benefits shall begin no later than the Participant's Required Beginning Date, as defined under Section 10.05, or as otherwise provided in Section 10.04.

**9.10 Spousal Consent.** Notwithstanding the foregoing, if the Employer elected the QJSA Election in the Adoption Agreement, a married Participant must first obtain his or her spouse's notarized consent to request a distribution (other than a Qualified Joint and Survivor Annuity), withdrawal, or rollover under this Article IX.

**9.11 Deemed Severance from Employment.**

- (a) Unless otherwise elected by the Employer in the Adoption Agreement, effective January 1, 2009, a Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services (as defined in chapter 43 of title 38, United States Code) for more than 30 days.
- (b) If a Participant receives a distribution pursuant to subsection (a), then the Participant shall not be permitted to make an after-tax voluntary contribution during the six-month period beginning on the date of the distribution.
- (c) If a Participant receives a distribution which could be attributable to:
  - (i) a deemed severance from employment described in subsection (a); or
  - (ii) another distribution event under the Plan,
 then the distribution shall be considered made pursuant to the distribution event referenced in paragraph (ii), and the Participant shall not be subject to the limitation on after-tax voluntary contributions set forth in subsection (b).

**9.12 Distributions for Health and Long-Term Care Insurance for Public Safety Officers.**

- (a) If elected by the Employer, for Plan Years beginning after December 31, 2006, Eligible Retired Public Safety Officers may elect after separation from service to have up to \$3,000 distributed tax-free annually from the Plan in order to pay for Qualified Health Insurance Premiums for an accident or health plan (including a self-insured plan) or a qualified long-term care insurance contract. The Plan shall make such distributions directly to the provider of the accident or health plan or qualified long-term care insurance contract.
- (b) The term "Eligible Retired Public Safety Officer" means an individual who, by reason of disability or attainment of normal retirement age, is separated from service as a Public Safety Officer with the Employer who maintains the eligible retirement plan from which distributions pursuant to this Section are made. The term "Public Safety Officer" has the same meaning given such term by section 1204(9)(A) of the Omnibus Crime Control and Safe Streets Act of 1968.

- (c) The term “Qualified Health Insurance Premiums” means premiums for coverage for the Eligible Retired Public Safety Officer, his spouse, and dependents, by an accident or health insurance plan or qualified long-term care insurance contract (as defined in Code section 7702(B)).

## X. DISTRIBUTION REQUIREMENTS

### 10.01 General Rules.

- (a) Generally. Subject to the provisions of Article XII or XVII if so elected by the Employer in the Adoption Agreement, the requirements of this Article shall apply to any distribution of a Participant’s interest and will take precedence over any inconsistent provisions of this Plan. Unless otherwise specified, the provisions of this Article X apply to calendar years beginning after December 31, 2002. With respect to distributions under the Plan made in or for Plan Years beginning on or after January 1, 2002 and prior to January 1, 2003, the Plan will apply the minimum distribution requirements of section 401(a)(9) of the Code in accordance with the regulations under section 401(a)(9) that were proposed on January 17, 2001, notwithstanding any provision of the Plan to the contrary.
- (b) Distributions in Accordance with 401(a)(9). All distributions required under this Article shall be determined and made in accordance with the regulations under section 401(a)(9) of the Code, and the minimum distribution incidental benefit requirement of section 401(a)(9)(G) of the Code.
- (c) Limits on Distribution Periods. As of the first Distribution Calendar Year, distributions to a Participant, if not made in a single-sum, may only be made over one of the following periods:
- (1) The life of the Participant,
  - (2) The joint lives of the Participant and a designated Beneficiary,
  - (3) A period certain not extending beyond the life expectancy of the Participant, or
  - (4) A period certain not extending beyond the joint and last survivor expectancy of the Participant and a designated Beneficiary.
- (d) TEFRA Section 242(b)(2) Elections. Notwithstanding the other provisions of this Article X, distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.
- (e) EESA Provisions. The provisions relating to qualified disaster recovery assistance distributions for Participants affected by certain 2008 severe storms, flooding, and tornadoes and repayment thereof, and relating to repayment of prior qualified distributions for home purchases, set forth in section 702 of the Emergency Economic Stabilization Act of 2008 (“EESA”) shall apply to the Plan.
- (f) KETRA and GOZA Provisions. The provisions relating to qualified hurricane distributions and repayment thereof set forth in section 1400Q(a) of the Code, and relating to repayment of prior qualified distributions for home purchases set forth in Code section 1400Q(b), shall apply to the Plan. These provisions added to the Code by the Katrina Emergency Tax Relief Act of 2005 (“KETRA”) and the Gulf Opportunity Zone Act of 2005 (GOZA), permit plans to allow repayments of certain prior qualified distributions for home purchases for Participants affected by Hurricanes Katrina, Rita, and Wilma.

## 10.02 Time and Manner of Distribution

- (a) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.
- (b) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
- (1) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.
  - (2) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
  - (3) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
  - (4) If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section 10.02(b), other than Section 10.02(b)(1), will apply as if the surviving spouse were the Participant.

For purposes of this Section 10.02(b) and Section 10.04, unless Section 10.02(b)(4) applies, distributions are considered to begin on the Participant's required beginning date. If Section 10.02(b)(4) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 10.02(b)(1). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 10.02(b)(1)), the date distributions are considered to begin is the date distributions actually commence.

- (c) Forms of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Sections 10.03 and 10.04. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code Section 401(a)(9) and the Treasury Regulations.

## 10.03 Required Minimum Distributions During Participant's Lifetime

- (a) Amount of Required Minimum Distribution For Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:
- (1) the quotient obtained by dividing the Participant's Account Balance by the distribution period set forth in the Uniform Lifetime Table found in Section 1.401(a)(9)-9, Q&A-2, of the Final Income Tax Regulations using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(2) if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's Account Balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9, Q&A-3, of the regulations using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

(b) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this Section 10.03 beginning with the first distribution calendar year and continuing up to, and including, the distribution calendar year that includes the Participant's date of death.

#### **10.04 Required Minimum Distributions After Participant's Death**

(a) Death On or After Date Distributions Begin.

(1) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:

(i) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(ii) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(iii) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(2) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(b) Death Before Date Required Distributions Begin.

(1) Participant Survived by Designated Beneficiary. If the Participant dies before the date required distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Section 10.04(a).

- (2) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (3) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section 10.02(b)(1), this Section 10.04(b) will apply as if the surviving spouse were the Participant.

## 10.05 Definitions

- (a) Designated Beneficiary. The individual who is designated by the Participant (or the Participant's surviving spouse) as the Beneficiary of the Participant's interest under the Plan and who is the designated Beneficiary under Code Section 401(a)(9) and Section 1.401(a)(9)-4 of the regulations.
- (b) Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under Section 10.02(b). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.
- (c) Life Expectancy. Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9, Q&A-1, of the regulations.
- (d) Participant's Account Balance. The Account Balance as of the last Accounting Date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the Account Balance as of dates in the valuation calendar year after the Accounting Date and decreased by distributions made in the valuation calendar year after the Accounting Date. The Account Balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.
- (e) Required Beginning Date. The Required Beginning Date of a Participant is April 1 of the calendar year following the later of the calendar year in which the Participant attains age seventy and one-half (70½), or the calendar year in which the Participant retires.

**10.06 Application of Minimum Distribution Requirements.** The minimum distribution requirements of section 401(a)(9) of the Code shall only apply to the Plan to the extent that such requirements are applicable by law for a year. Pursuant to the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), required minimum distributions were suspended for 2009.

**10.07 Special Rule for Scheduled Installment Payments.** All installment payments scheduled to be distributed to a Participant prior to the effective date of a suspension of the required minimum distribution provisions of Code section 401(a)(9) shall be distributed as scheduled unless the Participant affirmatively elects to have the payments stopped. Notwithstanding the foregoing, for purposes of this Section 10.07, the effective date of the suspension of the required minimum distribution provisions for 2009 shall be deemed January 6, 2009.

## XI. MODES OF DISTRIBUTION OF BENEFITS

**11.01 Normal Mode of Distribution.** Unless an elective mode of distribution is elected as provided in Section 11.02, benefits shall be paid to the Participant in the form of a lump sum payment.

Notwithstanding the foregoing, where the Employer made the "QJSA Election" in the Adoption Agreement, unless an elective mode of distribution is elected in accordance with Article XVII, benefits shall be paid to the Participant in the form provided for in Article XVII.

**11.02 Elective Mode of Distribution.** Subject to the requirements of Articles X, XII and XVII, a Participant may revocably elect to have his/her Account distributed in any one (1) of the following modes in lieu of the mode described in Section 11.01:

- (a) Equal Payments. Equal monthly, quarterly, semi-annual, or annual payments in an amount chosen by the Participant continuing until the Account is exhausted.
- (b) Period Certain. Approximately equal monthly, quarterly, semi-annual, or annual payments, calculated to continue for a period certain chosen by the Participant.
- (c) Other. Any other sequence of payments requested by the Participant.
- (d) Lump Sum. Where the Employer did make the QJSA Election in the Adoption Agreement, a Participant may also elect a lump sum payment.

**11.03 Election of Mode.** A Participant's election of a payment option must be made in writing between thirty (30) and one-hundred eighty (180) days (ninety (90) days for Plan Years beginning before January 1, 2007) before the payment of benefits is to commence.

**11.04 Death Benefits.** Subject to Article X (and Article XII or XVII if so elected by the Employer in the Adoption Agreement),

- (a) In the case of a Participant who dies before he/she has begun receiving benefit payments, the Participant's entire Nonforfeitable Interest shall then be payable to his/ her Beneficiary within ninety (90) days of the Participant's death. A Beneficiary who is entitled to receive benefits under this Section may elect to have benefits commence at a later date, subject to the provisions of Article X. The Beneficiary may elect to receive the death benefit in any of the forms available to the Participant under Sections 11.01 and 11.02. If the Beneficiary is the Participant's surviving spouse, and such surviving spouse dies before payment commences, then this Section shall apply to the beneficiary of the surviving spouse as though such surviving spouse were the Participant.
- (b) Should the Participant die after he/she has begun receiving benefit payments, the Beneficiary shall receive the remaining benefits, if any, that are payable, under the payment schedule elected by the Participant. Notwithstanding the foregoing, the Beneficiary may elect to accelerate payments of the remaining balances, including but not limited to, a lump sum distribution.

## XII. SPOUSAL DEATH BENEFIT REQUIREMENTS

**12.01 Application.** Unless otherwise elected by the Employer in the Adoption Agreement, on or after January 1, 2006, the provisions of this Article shall take precedence over any conflicting provision in this Plan. The provisions of this Article, known as the "Beneficiary Spousal Consent Election," shall apply to any Participant who is credited with any Period of Service with the Employer on or after August 23, 1984, and such other Participants as provided in Section 12.04.

## 12.02 Spousal Death Benefit.

- (a) On the death of a Participant, the Participant's Vested Account Balance will be paid to the Participant's Surviving Spouse. If there is no Surviving Spouse, or if the Participant has waived the spousal death benefit, as provided in Section 12.03, such Vested Account Balance will be paid to the Participant's designated Beneficiary.
- (b) The Surviving Spouse may elect to have distribution of the Vested Account Balance commence within the one-hundred eighty (180) day period following the date of the Participant's death, or as otherwise provided under Section 11.04. The Account balance shall be adjusted for gains or losses occurring after the Participant's death in accordance with the provisions of the Plan governing the adjustment of Account balances for other types of distributions.

## 12.03 Waiver of Spousal Death Benefit.

The Participant may waive the spousal death benefit described in Section 12.02 at any time; provided that no such waiver shall be effective unless: (a) the Participant's Spouse consents in writing to the election; (b) the election designates a specific Beneficiary, including any class of Beneficiaries or any contingent Beneficiaries, which may not be changed without spousal consent (or the Spouse expressly permits designations by the Participant without any further spousal consent); (c) the Spouse's consent acknowledges the effect of the election; and (d) the Spouse's consent is witnessed by a Plan representative or notary public. If it is established to the satisfaction of a Plan representative that there is no Spouse or that the Spouse cannot be located, a waiver will be deemed to meet the requirements of this Section.

Any consent by a Spouse obtained under this provision (or establishment that the consent of a Spouse may not be obtained) shall be effective only with respect to such Spouse. A consent that permits designations by the Participant without any requirement of further consent by such Spouse must acknowledge that the Spouse has the right to limit consent to a specific Beneficiary, and a specific form of benefit where applicable, and that the Spouse voluntarily elects to relinquish either or both of such rights. A revocation of a prior waiver may be made by a Participant without the consent of the Spouse at any time before the commencement of benefits. The number of revocations shall not be limited.

## 12.04 Definitions. For the purposes of this Section, the following definitions shall apply:

- (a) Spouse (Surviving Spouse). The Spouse or Surviving Spouse of the Participant, provided that a former Spouse will be treated as the Spouse or Surviving Spouse and a current Spouse will not be treated as the Spouse or Surviving Spouse to the extent provided under a qualified domestic relations order as described in section 414(p) of the Code.
- (b) Vested Account Balance. The aggregate value of the Participant's vested Account balances derived from Employer and Employee contributions (including rollovers), whether vested before or upon death, including the proceeds of insurance contracts, if any, on the Participant's life. The provisions of this Article shall apply to a Participant who is vested in amounts attributable to Employer Contributions, Employee contributions (or both) at the time of death or distribution.

### XIII. LOANS TO PARTICIPANTS

#### 13.01 Availability of Loans to Participants.

- (a) If the Employer has elected in the Adoption Agreement to make loans available to Participants, a Participant may apply for a loan from the Plan subject to the limitations and other provisions of this Article.
- (b) The Employer shall establish written guidelines governing the granting of loans, provided that such guidelines are approved by the Plan Administrator and are not inconsistent with the provisions of this Article, and that loans are made available to all applicable Participants on a reasonably equivalent basis.

#### 13.02 Terms and Conditions of Loans to Participants. Any loan by the Plan to a Participant under Section 13.01 of the Plan shall satisfy the following requirements:

- (a) Availability. Loans shall be made available to all Participants who are active Employees on a reasonably equivalent basis. Loans shall not be made available to terminated Employees, Beneficiaries, or alternate payees.
- (b) Nondiscrimination. Loans shall not be made to highly compensated Employees in an amount greater than the amount made available to other Employees.
- (c) Interest Rate. Loans must be adequately secured and bear a reasonable interest rate.
- (d) Loan Limit. No Participant loan shall exceed the present value of the Participant's Nonforfeitable Interest in his/her Account.
- (e) Foreclosure. In the event of default, foreclosure on the note and attachment of security will not occur until a distributable event occurs in the Plan.
- (f) Reduction of Account. Notwithstanding any other provision of this Plan, the portion of the Participant's vested Account balance used as a security interest held by the Plan by reason of a loan outstanding to the Participant shall be taken into account for purposes of determining the amount of the Account balance payable at the time of death or distribution, but only if the reduction is used as repayment of the loan. If less than one hundred percent (100%) of the Participant's nonforfeitable Account balance (determined without regard to the preceding sentence) is payable to the surviving spouse, then the Account balance shall be adjusted by first reducing the nonforfeitable Account balance by the amount of the security used as repayment of the loan, and then determining the benefit payable to the surviving spouse.
- (g) Amount of Loan. At the time the loan is made, the principal amount of the loan plus the outstanding balance (principal plus accrued interest) due on any other outstanding loans to the Participant or Beneficiary from the Plan and from all other plans of the Employer that are qualified employer plans under section 72(p)(4) of the Code shall not exceed the lesser of:
  - (1) \$50,000, reduced by the excess (if any) of
    - (i) The highest outstanding balance of loans from the Plan during the one (1) year period ending on the day before the date on which the loan is made, over
    - (ii) The outstanding balance of loans from the Plan on the date on which such loan is made; or

- (2) One-half (½) of the value of the Participant's Nonforfeitable Interest in all of his/her Accounts under this Plan (or \$10,000, if greater, for loans prior to January 1, 2006).

For the purpose of the above limitation, all loans from all qualified employer plans of the Employer, including 457(b) plans, under Code section 72(p)(4) are aggregated.

- (h) Application for Loan. The Participant must give the Employer adequate written notice, as determined by the Employer, of the amount and desired time for receiving a loan. No more than one (1) loan may be made by the Plan to a Participant in any calendar year. No loan shall be approved if an existing loan from the Plan to the Participant is in default to any extent.
- (i) Length of Loan. The terms of any loan issued or renegotiated after December 31, 1993, shall require the Participant to repay the loan in substantially equal installments of principal and interest, at least quarterly (except as otherwise provided in Treasury Regulation section 1.72(p)-1, Q&A-9 for certain leave of absence and military leave), over a period that does not exceed five (5) years from the date of the loan; provided, however, that if the proceeds of the loan are applied by the Participant to acquire any dwelling unit that is to be used within a reasonable time after the loan is made as the principal residence of the Participant, the five (5) year limit shall not apply. In this event, the period of repayment shall not exceed a reasonable period determined by the Employer. Principal installments and interest payments otherwise due may be suspended during an authorized leave of absence, if the promissory note so provides, but not beyond the original term permitted under this Subsection (i), with a revised payment schedule (within such term) instituted at the end of such period of suspension. If the Participant fails to make any installment payment, the Plan Administrator may, according to Treasury Regulation 1.72(p)-1, allow a cure period, which cure period cannot continue beyond the last day of the calendar quarter following the calendar quarter in which the required installment payment was due.
- (j) Prepayment. The Participant shall be permitted to repay the loan in whole or in part at any time prior to maturity, without penalty.
- (k) Note. The loan shall be evidenced by a promissory note executed by the Participant and delivered to the Employer, and shall bear interest at a reasonable rate determined by the Employer. Unless waived by a Participant, any plan loan that is outstanding on the date that active duty military service begins will accrue interest at a rate of no more than 6% during the period of military service in accordance with the provisions of the Servicemembers Civil Relief Act (SCRA), 50 USC App. § 526 and subject to the notice requirements contained therein. This limitation applies even if loan payments are suspended during the period of military service as permitted under the Plan and Treasury regulations.
- (l) Security. The loan shall be secured by an assignment of that portion the Participant's right, title and interest in and to his/her Employer Contribution Account (to the extent vested), Participant Contribution Account, and Rollover Account that is equal to fifty percent (50%) of the Participant's Account (to the extent vested).
- (m) Assignment or Pledge. For the purposes of paragraphs (h) and (i), assignment or pledge of any portion of the Participant's interest in the Plan and a loan, pledge, or assignment with respect to any insurance contract purchased under the Plan, will be treated as a loan.
- (n) Spousal Consent. If the Employer elected the QJSA Election in the Adoption Agreement, the Participant must first obtain his or her spouse's notarized consent to the loan. Spousal consent shall be obtained no earlier than the beginning of the one-hundred eighty (180) day period (ninety (90) day period for plan years beginning before January 1, 2007) that ends on the date on which the loan is to be so secured. The consent

must be in writing, must acknowledge the effect of the loan, and must be witnessed by a Plan representative or notary public. Such consent shall thereafter be binding with respect to the consenting spouse or any subsequent spouse with respect to that loan. A new consent shall be required if the account balance is used for renegotiation, extension, renewal, or other revision of the loan.

- (o) **Other Terms and Conditions.** The Employer shall fix such other terms and conditions of the loan as it deems necessary to comply with legal requirements, to maintain the qualification of the Plan and Trust under section 401(a) of the Code, or to prevent the treatment of the loan for tax purposes as a distribution to the Participant. The Employer, in its discretion for any reason, may fix other terms and conditions of the loan, not inconsistent with the provisions of this Article, including:
- (1) the circumstances under which a loan becomes immediately due and payable, provided, however, with respect to loans issued after December 31, 2012, that the loan program shall not provide that a loan becomes due and payable solely because the Participant requests or receives a partial distribution of the Participant's account balance after termination of employment;
  - (2) rules relating to reamortization of loans; and
  - (3) rules relating to refinance of loans.

### **13.03 Participant Loan Accounts.**

- (a) Upon approval of a loan to a Participant by the Employer, an amount not in excess of the loan shall be transferred from the Participant's other investment fund(s), described in Section 6.05 of the Plan, to the Participant's Loan Account as of the Accounting Date immediately preceding the agreed upon date on which the loan is to be made.
- (b) The assets of a Participant's Loan Account may be invested and reinvested only in promissory notes received by the Plan from the Participant as consideration for a loan permitted by Section 13.01 of the Plan or in cash. Uninvested cash balances in a Participant's Loan Account shall not bear interest. No person who is otherwise a fiduciary of the Plan shall be liable for any loss, or by reason of any breach, that results from the Participant's exercise of such control.
- (c) Repayment of principal and payment of interest shall be made by payroll deduction or Automated Clearing House (ACH) transfer, or with respect to a terminated Employee solely by ACH, and shall be invested in one (1) or more other investment funds, in accordance with Section 6.05 of the Plan, as of the next Accounting Date after payment thereof to the Trust. The amount so invested shall be deducted from the Participant's Loan Account. A payment intended to be a Prepayment or payment of the loan in full may also be made by cashier's check or money order, and shall be invested in accordance with this provision.
- (d) The Employer shall have the authority to establish other reasonable rules, not inconsistent with the provisions of the Plan, governing the establishment and maintenance of Participant Loan Accounts.

## **XIV. PLAN AMENDMENT, TERMINATION AND OPTIONAL PROVISIONS**

**14.01 Amendment by Employer.** The Employer reserves the right, subject to Section 14.02 of the Plan, to amend the Plan from time to time by either:

- (a) Filing an amended Adoption Agreement to change, delete, or add any optional provision, or
- (b) Continuing the Plan in the form of an amended and restated Plan and Trust.

No amendment to the Plan shall be effective to the extent that it has the effect of decreasing a Participant's accrued benefit. Notwithstanding the preceding sentence, a Participant's Account balance may be reduced to the extent permitted under section 412(d)(2) of the Code. For purposes of this paragraph, a Plan amendment which has the effect of decreasing a Participant's Account balance or eliminating an optional form of benefit, with respect to benefits attributable to service before the amendment shall be treated as reducing an accrued benefit. Furthermore, if the vesting schedule of the Plan is amended, in the case of an Employee who is a Participant as of the later of the date such amendment is adopted or the date it becomes effective, the nonforfeitable percentage (determined as of such date) of such Employee's right to his/her Employer-derived accrued benefit will not be less than his percentage computed under the plan without regard to such amendment.

No amendment to the Plan shall be effective to eliminate or restrict an optional form of benefit. The preceding sentence shall not apply to a Plan amendment that eliminates or restricts the ability of a Participant to receive payment of his or her Account balance under a particular optional form of benefit if the amendment provides a single-sum distribution form that is otherwise identical to the optional form of benefit being eliminated or restricted. For this purpose, a single-sum distribution form is otherwise identical only if the single-sum distribution form is identical in all respects to the eliminated or restricted optional form of benefit (or would be identical except that it provides greater rights to the Participant) except with respect to the timing of payments after commencement.

The Employer may (1) change the choice of options in the Adoption Agreement, (2) add overriding language in the Adoption Agreement when such language is necessary to satisfy sections 415 or 416 of the Code because of the required aggregation of multiple plans, (3) amend administrative provisions of the trust or custodial document in the case of a nonstandardized plan and make more limited amendments in the case of a standardized plan such as the name of the plan, employer, trustee or custodian, plan administrator and other fiduciaries, the trust year, and the name of any pooled trust in which the Plan's trust will participate, (4) add certain sample or model amendments published by the Internal Revenue Service or other required good faith amendments which specifically provide that their adoption will not cause the plan to be treated as individually designed, and (5) add or change provisions permitted under the Plan and/or specify or change the effective date of a provision as permitted under the Plan and correct obvious and unambiguous typographical errors and/or cross-references that merely correct a reference but that do not in any way change the original intended meaning of the provisions. An Employer that amends the Plan for any other reason will be considered to have an individually designed plan.

**14.02 Amendment of Vesting Schedule.** If the Plan's vesting schedule is amended, or the Plan is amended in any way that directly or indirectly affects the computation of the Participant's nonforfeitable percentage, each Participant may elect, within a reasonable period after the adoption of the amendment or change, to have the nonforfeitable percentage computed under the Plan without regard to such amendment or change.

The period during which the election may be made shall commence with the date the amendment is adopted or deemed to be made and shall end on the latest of:

- (a) Sixty (60) days after the amendment is adopted;
- (b) Sixty (60) days after the amendment becomes effective; or
- (c) Sixty (60) days after the Participant is issued written notice of the amendment by the Employer or Plan Administrator.

**14.03 Termination by Employer.** The Employer reserves the right to terminate this Plan. However, in the event of such termination no part of the Trust shall be used or diverted to any purpose other than for the exclusive benefit of the Participants or their Beneficiaries, except as provided in this Section.

Upon Plan termination or partial termination, all Account balances shall be valued at their fair market value and the Participant's right to his/her Employer Contribution Account shall be one hundred percent (100%) vested and nonforfeitable. Such amount and any other amounts held in the Participant's other Accounts shall be maintained for the Participant until paid pursuant to the terms of the Plan.

Any amounts held in a suspense account, after all liabilities of the Plan to Participants and Beneficiaries have been satisfied or provided for, shall be paid to the Employer in accordance with the Code and regulations thereunder.

In the event that the Commissioner of Internal Revenue determines that the Plan is not initially qualified under the Internal Revenue Code, any contribution made by the Employer incident to that initial qualification must be returned to the Employer within one year after the date the initial qualification is denied, but only if the application for the qualification is made by the time prescribed by law for filing the Employer's return for the year in which the Plan is adopted, or such later date as the Secretary of the Treasury may prescribe.

**14.04 Discontinuance of Contributions.** A permanent discontinuance of contributions to the Plan by the Employer, unless an amended and restated Plan is established, shall constitute a Plan termination. In the event of a complete discontinuance of contributions under the Plan, the Account balance of each affected Participant shall be nonforfeitable.

**14.05 Amendment by Plan Administrator.** The Plan Administrator may amend this Plan upon thirty (30) days written notification to the Employer; provided, however, that any such amendment must be for the express purpose of maintaining compliance with applicable federal laws and regulations, revenue rulings, other statements published by the Internal Revenue Service (including model and sample amendments that specifically provide that their adoption will not cause such Plan to be individually designed), or corrections of prior approved Plans may be applied to all Employers who have adopted the Plan. Such amendment shall become effective unless, within such 30-day period, the Employer notifies the Administrator, in writing, that it disapproves such amendment, in which case such amendment shall not become effective. In the event of such disapproval, the Administrator shall be under no obligation to continue acting as Administrator hereunder.

For purposes of reliance on the advisory letter, the Plan Administrator shall no longer have authority to amend the Plan on behalf of the Employer as of the date of the adoption of an Employer amendment to the Plan to incorporate a type of plan not allowable in the volume submitter program described in section 16.03 of Revenue Procedure 2011-49 (or successor guidance) or as of the date the Internal Revenue Service notifies the Plan Administrator that the Plan is being treated as an individually designed plan pursuant to section 24.03 of Revenue Procedure 2011-49 (or successor guidance).

**14.06 Optional Provisions.** Any provision which is optional under this Plan shall become effective if and only if elected by the Employer and agreed to by the Plan Administrator.

**14.07 Failure of Qualification.** If the Employer's plan fails to attain or retain qualification, such plan will no longer participate in this Plan and will be considered an individually designed plan.

## XV. ADMINISTRATION

**15.01 Powers of the Employer.** The Employer shall have the following powers and duties:

- (a) To appoint and remove, with or without cause, the Plan Administrator;
- (b) To amend or terminate the Plan pursuant to the provisions of Article XIV;

- (c) To appoint a committee to facilitate administration of the Plan and communications to Participants;
- (d) To decide all questions of eligibility (1) for Plan participation, and (2) upon appeal by any Participant, Employee or Beneficiary, for the payment of benefits;
- (e) To engage an independent qualified public accountant, when required to do so by law, to prepare annually the audited financial statements of the Plan's operation;
- (f) To take all actions and to communicate to the Plan Administrator in writing all necessary information to carry out the terms of the Plan and Trust; and
- (g) To notify the Plan Administrator in writing of the termination of the Plan.

**15.02 Duties of the Plan Administrator.** The Plan Administrator shall have the following powers and duties, subject to the oversight by the Employer:

- (a) To construe and interpret the provisions of the Plan;
- (b) To maintain and provide such returns, reports, schedules, descriptions, and individual Account statements as are required by law within the times prescribed by law; and to furnish to the Employer, upon request, copies of any or all such materials, and further, to make copies of such instruments, reports, descriptions, and statements as are required by law available for examination by Participants and such of their Beneficiaries who are or may be entitled to benefits under the Plan in such places and in such manner as required by law;
- (c) To obtain from the Employer such information as shall be necessary for the proper administration of the Plan;
- (d) To determine the amount, manner, and time of payment of benefits hereunder;
- (e) To appoint and retain such agents, counsel, and accountants for the purpose of properly administering the Plan;
- (f) To distribute assets of the Trust to each Participant and Beneficiary in accordance with Article X of the Plan;
- (g) To pay expenses from the Trust pursuant to Section 6.03 of the Plan; and
- (h) To do such other acts reasonably required to administer the Plan in accordance with its provisions or as may be provided for or required by the Code.

**15.03 Protection of the Employer.** The Employer shall not be liable for the acts or omissions of the Plan Administrator, but only to the extent that such acts or omissions do not result from the Employer's failure to provide accurate or timely information as required or necessary for proper administration of the Plan.

**15.04 Protection of the Plan Administrator.** The Plan Administrator may rely upon any certificate, notice or direction purporting to have been signed on behalf of the Employer which the Plan Administrator believes to have been signed by a duly designated official of the Employer.

**15.05 Resignation or Removal of Plan Administrator.** The Plan Administrator may resign at any time effective upon sixty (60) days prior written notice to the Employer. The Plan Administrator may be removed by the Employer at any time upon sixty (60) days prior written notice to the Plan Administrator. Upon the resignation or removal of the Plan Administrator, the Employer may appoint a successor Plan Administrator; failing such appointment, the

Employer shall assume the powers and duties of Plan Administrator. Upon the resignation or removal of the Plan Administrator, any Trust assets invested by or held in the name of the Plan Administrator shall be transferred to the trustee in cash or property, at fair market value, except that the return of Trust assets invested in a contract issued by an insurance company shall be governed by the terms of that contract.

**15.06 No Termination Penalty.** The Plan Administrator shall have no authority or discretion to impose any termination penalty upon its removal.

**15.07 Decisions of the Plan Administrator.** All constructions, determinations, and interpretations made by the Plan Administrator pursuant to Section 15.02(a) or (d) or by the Employer pursuant to Section 15.01(d) shall be final and binding on all persons participating in the Plan, given deference in all courts of law to the greatest extent allowed by applicable law, and shall not be overturned or set aside by any court of law unless found to be arbitrary or capricious, or made in bad faith.

## XVI. MISCELLANEOUS

**16.01 Nonguarantee of Employment.** Nothing contained in this Plan shall be construed as a contract of employment between the Employer and any Employee, or as a right of an Employee to be continued in the employment of the Employer, as a limitation of the right of the Employer to discharge any of its Employees, with or without cause.

**16.02 Rights to Trust Assets.** No Employee or Beneficiary shall have any right to, or interest in, any assets of the Trust upon termination of his/her employment or otherwise, except as provided from time to time under this Plan, and then only to the extent of the benefits payable under the Plan to such Employee or Beneficiary out of the assets of the Trust. All payments of benefits as provided for in this Plan shall be made solely out of the assets of the Trust and none of the fiduciaries shall be liable therefor in any manner.

**16.03 Nonalienation of Benefits.** Except as provided in Sections 16.04 and 16.06 of the Plan, benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, prior to actually being received by the person entitled to the benefit under the terms of the Plan; and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder, shall be void. The Trust shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits hereunder.

**16.04 Qualified Domestic Relations Order.** Notwithstanding Section 16.03 of the Plan, amounts may be paid with respect to a Participant pursuant to a domestic relations order, but if and only if the order is determined to be a qualified domestic relations order within the meaning of section 414(p) of the Code or any domestic relations order entered before January 1, 1985.

**16.05 Nonforfeiture of Benefits.** Subject only to the specific provisions of this Plan, nothing shall be deemed to deprive a Participant of his/her right to the Nonforfeitable Interest to which he/ she becomes entitled in accordance with the provisions of the Plan.

**16.06 Incompetency of Payee.** In the event any benefit is payable to a minor or incompetent, to a person otherwise under legal disability, or to a person who, in the sole judgment of the Employer, is by reason of advanced age, illness, or other physical or mental incapacity incapable of handling the disposition of his/her property, the Employer may apply the whole or any part of such benefit directly to the care, comfort, maintenance, support, education, or use of such person or pay or distribute the whole or any part of such benefit to:

- (a) The parent of such person;
- (b) The guardian, committee, or other legal representative, wherever appointed, of such person;
- (c) The person with whom such person resides;
- (d) Any person having the care and control of such person; or
- (e) Such person personally.

The receipt of the person to whom any such payment or distribution is so made shall be full and complete discharge therefor.

**16.07 Inability to Locate Payee.** Anything to the contrary herein notwithstanding, if the Employer is unable, after reasonable effort, to locate any Participant or Beneficiary to whom an amount is payable hereunder, such amount shall be forfeited and held in the Trust for application against the next succeeding Employer Contribution or contributions required to be made hereunder. Notwithstanding the foregoing, however, such amount shall be reinstated, by means of an additional Employer contribution, if and when a claim for the forfeited amount is subsequently made by the Participant or Beneficiary or if the Employer receives proof of death of such person, satisfactory to the Employer. To the extent not inconsistent with applicable law, any benefits lost by reason of escheat under applicable state law shall be considered forfeited and shall not be reinstated.

**16.08 Mergers, Consolidations, and Transfer of Assets.** The Plan shall not be merged into or consolidated with any other plan, nor shall any of its assets or liabilities be transferred into any such other plan, unless each Participant in the Plan would (if the Plan then terminated) receive a benefit immediately after the merger, consolidation, or transfer that is equal to or greater than the benefit he/she would have been entitled to receive immediately before the merger, consolidation, or transfer (if the Plan had then terminated).

**16.09 Employer Records.** Records of the Employer as to an Employee's or Participant's Period of Service, termination of service and the reason therefor, leaves of absence, reemployment, Earnings, and Compensation will be conclusive on all persons, unless determined to be incorrect.

**16.10 Gender and Number.** The masculine pronoun, whenever used herein, shall include the feminine pronoun, and the singular shall include the plural, except where the context requires otherwise.

**16.11 Applicable Law.** The Plan shall be construed under the laws of the State where the Employer is located, except to the extent superseded by federal law. The Plan is established with the intent that it meets the requirements under the Code. The provisions of this Plan shall be interpreted in conformity with these requirements.

In the event of any conflict between the Plan and a policy or contract issued hereunder, the Plan provisions shall control; provided, however, no Plan amendment shall supersede an existing policy or contract unless such amendment is required to maintain qualification under section 401(a) and 414(d) of the Code.

**16.12 Electronic Communication and Consent.** Unless expressly provided otherwise, where this Plan provides that a document, election, notification, direction, signature, or consent will be in writing, such writing may occur through an electronic medium, including but not limited to electronic mail, intranet or internet web posting and online account access, to the fullest extent permitted by applicable law.

## XVII. SPOUSAL BENEFIT REQUIREMENTS

- 17.01 Application.** Effective as of January 1, 2006, where elected by the Employer in the Adoption Agreement (the "QJSA Election"), the provisions of this Article shall take precedence over any conflicting provision in this Plan. If elected, the provisions of this Article shall apply to any Participant who is credited with any Period of Service with the Employer on or after August 23, 1984, and such other Participants as provided in Section 17.06.
- 17.02 Qualified Joint and Survivor Annuity.** Unless an optional form of benefit is selected pursuant to a Qualified Election within the one-hundred eighty (180) day period ending on the Annuity Starting Date, a married Participant's Vested Account Balance will be paid in the form of a Qualified Joint and Survivor Annuity and an unmarried Participant's Vested Account Balance will be paid in the form of a Straight Life Annuity. The Participant may elect to have such annuity distributed upon the attainment of the Earliest Retirement Age under the Plan.
- 17.03 Qualified Optional Survivor Annuity.** For plan years beginning after December 31, 2007, if a married participant elects to waive the qualified joint and survivor annuity, the participant may elect the qualified optional survivor annuity at any time during the applicable election period, provided, however, that this Section shall apply only to the extent the Plan makes another survivor annuity available.
- 17.04 Qualified Preretirement Survivor Annuity.** If a Participant dies before the Annuity Starting Date, then fifty percent (50%) of the Participant's Vested Account Balance shall be applied toward the purchase of an annuity for the life of the Surviving Spouse; the remaining portion shall be paid to such Beneficiaries (which may include such Spouse) designated by the Participant. Notwithstanding the foregoing, the Participant may waive the spousal annuity by designating a different Beneficiary within the Election Period pursuant to a Qualified Election. To the extent that less than one hundred percent (100%) of the vested Account balance is paid to the Surviving Spouse, the amount of the Participant's Account derived from Employee contributions will be allocated to the Surviving Spouse in the same proportion as the amount of the Participant's Account derived from Employee contributions is to the Participant's total Vested Account Balance. The Surviving Spouse may elect to have such annuity distributed within a reasonable period after the Participant's death. Further, such Spouse may elect to receive any death benefit payable to him/her hereunder in any of the forms available to the Participant under Section 11.02.
- 17.05 Notice Requirements.**
- (a) In the case of a Qualified Joint and Survivor Annuity as described in Section 17.02, the Plan Administrator shall, no less than thirty (30) days and no more than one-hundred eighty (180) days (or ninety (90) days for notices given in Plan Years before January 1, 2007) prior to the Annuity Starting Date, provide each Participant a written explanation of: (i) the terms and conditions of a Qualified Joint and Survivor Annuity; (ii) the Participant's right to make and the effect of an election to waive the Qualified Joint and Survivor Annuity form of benefit; (iii) the rights of a Participant's Spouse; and (iv) the right to make, and the effect of, a revocation of a previous election to waive the Qualified Joint and Survivor Annuity. However, if the Participant, after having received the written explanation, affirmatively elects a form of distribution and the Spouse consents to that form of distribution (if necessary), benefit payments may commence less than thirty (30) days after the written explanation was provided to the Participant, provided that the following requirements are met:
- (1) The Plan Administrator provides information to the Participant clearly indicating that the Participant has a right to at least thirty (30) days to consider whether to waive the Qualified Joint and Survivor Annuity and consent to a form of distribution other than a Qualified Joint and Survivor Annuity;

- (2) The Participant is permitted to revoke an affirmative distribution election at least until the Annuity Starting Date, or if later, at any time prior to the expiration of the 7-day period that begins the day after the explanation of the Qualified Joint and Survivor Annuity is provided to the Participant;
  - (3) The Annuity Starting Date is after the date that the explanation of the Qualified Joint and Survivor Annuity is provided to the Participant; and
  - (4) Distribution in accordance with the affirmative election does not commence before the expiration of the 7-day period that begins after the day after the explanation of the Qualified Joint and Survivor Annuity is provided to the Participant.
- (b) In the case of a Qualified Preretirement Survivor Annuity as described in Section 17.04, the Plan Administrator shall provide each Participant within the applicable period for such Participant a written explanation of the Qualified Preretirement Survivor Annuity in such terms and in such manner as would be comparable to the explanation provided for meeting the requirements of Subsection (a) applicable to a Qualified Joint and Survivor Annuity.

The applicable period for a Participant is whichever of the following periods ends last:

- (i) the period beginning with the first day of the Plan Year in which the Participant attains age thirty-two (32) and ending with the close of the Plan Year preceding the Plan Year in which the Participant attains age thirty-five (35);
- (ii) a reasonable period ending after the individual becomes a Participant;
- (iii) a reasonable period ending after Subsection (c) ceases to apply to the Participant;
- (iv) a reasonable period ending after this Article first applies to the Participant. Notwithstanding the foregoing, notice must be provided within a reasonable period ending after separation from service in the case of a Participant who separates from service before attaining age thirty-five (35).

For purposes of applying the preceding paragraph, a reasonable period ending after the enumerated events described in (ii), (iii) and (iv) is the end of the two (2) year period beginning one (1) year prior to the date the applicable event occurs, and ending one (1) year after that date. In the case of a Participant who separates from service before the Plan Year in which age thirty-five (35) is attained, notice shall be provided within the two (2) year period beginning one (1) year prior to separation and ending one (1) year after separation. If such a Participant thereafter returns to employment with the Employer, the applicable period for such Participant shall be redetermined.

- (c) Notwithstanding the other requirements of this Section, the respective notices prescribed by this Section need not be given to a Participant if (1) the Plan “fully subsidizes” the costs of a Qualified Joint and Survivor Annuity or Qualified Preretirement Survivor Annuity, and (2) the Plan does not allow the Participant to waive the Qualified Joint and Survivor Annuity or Qualified Preretirement Survivor Annuity and does not allow a married Participant to designate a non-Spouse Beneficiary. For purposes of this Subsection (c), a plan fully subsidizes the costs of a benefit if no increase in cost or decrease in benefits to the Participant may result from the Participant’s failure to elect another benefit.

**17.06 Definitions.** For the purposes of this Section, the following definitions shall apply:

- (a) Annuity Starting Date. The first day of the first period for which an amount is paid as an annuity or any other form.

- (b) Election Period. The period which begins on the first day of the Plan Year in which the Participant attains age thirty-five (35) and ends on the date of the Participant's death. If a Participant separates from service prior to the first day of the Plan Year in which age thirty-five (35) is attained, with respect to the Account balance as of the date of separation, the Election Period shall begin on the date of separation. Pre-age thirty-five (35) waiver: A Participant who will not yet attain age thirty-five (35) as of the end of any current Plan Year may make a special Qualified Election to waive the Qualified Preretirement Survivor Annuity for the period beginning on the date of such election and ending on the first day of the Plan Year in which the Participant will attain age thirty-five (35). Such election shall not be valid unless the Participant receives a written explanation of the Qualified Preretirement Survivor Annuity in such terms as are comparable to the explanation required under Section 17.05(a). Qualified Preretirement Survivor Annuity coverage will be automatically reinstated as of the first day of the Plan Year in which the Participant attains age thirty-five (35). Any new waiver on or after such date shall be subject to the full requirements of this Article.
- (c) Earliest Retirement Age. The earliest date on which, under the Plan, the Participant could elect to receive retirement benefits.
- (d) Qualified Election. A waiver of a Qualified Joint and Survivor Annuity or a Qualified Preretirement Survivor Annuity. Any waiver of a Qualified Joint and Survivor Annuity or a Qualified Preretirement Survivor Annuity shall not be effective unless: (a) the Participant's Spouse consents in writing to the election; (b) the election designates a specific Beneficiary, including any class of Beneficiaries or any contingent Beneficiaries, which may not be changed without spousal consent (or the Spouse expressly permits designations by the Participant without any further spousal consent); (c) the Spouse's consent acknowledges the effect of the election; and (d) the Spouse's consent is witnessed by a Plan representative or notary public. Additionally, a Participant's waiver of the Qualified Joint and Survivor Annuity shall not be effective unless the election designates a form of benefit payment which may not be changed without spousal consent (or the Spouse expressly permits designations by the Participant without any further Spousal consent). If it is established to the satisfaction of a Plan representative that there is no Spouse or that the Spouse cannot be located, a waiver will be deemed a Qualified Election.

Any consent by a Spouse obtained under this provision (or establishment that the consent of a Spouse may not be obtained) shall be effective only with respect to such Spouse. A consent that permits designations by the Participant without any requirement of further consent by such Spouse must acknowledge that the Spouse has the right to limit consent to a specific Beneficiary, and a specific form of benefit where applicable, and that the Spouse voluntarily elects to relinquish either or both of such rights. A revocation of a prior waiver may be made by a Participant without the consent of the Spouse at any time before the commencement of benefits. The number of revocations shall not be limited. No consent obtained under this provision shall be valid unless the Participant has received notice as provided in Section 17.05.

- (e) Qualified Joint and Survivor Annuity. An immediate annuity for the life of the Participant with a survivor annuity for the life of the Spouse which is fifty percent (50%) of the amount of the annuity which is payable during the joint lives of the Participant and the Spouse and which is the amount of benefit which can be purchased with the Participant's Vested Account Balance.
- (f) Spouse (Surviving Spouse). The Spouse or Surviving Spouse of the Participant, provided that a former Spouse will be treated as the Spouse or Surviving Spouse and a current Spouse will not be treated as the Spouse or Surviving Spouse to the extent provided under a qualified domestic relations order as described in section 414(p) of the Code.
- (g) Straight Life Annuity. An annuity payable in equal installments for the life of the Participant that terminates upon the Participant's death.

- (h) Vested Account Balance. The aggregate value of the Participant's vested Account balances derived from Employer and Employee contributions (including rollovers), whether vested before or upon death, including the proceeds of insurance contracts, if any, on the Participant's life. The provisions of this Article shall apply to a Participant who is vested in amounts attributable to Employer Contributions, Employee contributions (or both) at the time of death or distribution.

**17.07 Annuity Contracts.** Where benefits are to be paid in the form of a life annuity pursuant to the terms of this Article, a nontransferable annuity contract shall be purchased from a life insurance company and distributed to the Participant or Surviving Spouse, as applicable. The terms of any annuity contract purchased and distributed by the Plan shall comply with the requirements of this Plan and section 417 of the Code.

## XVIII. FINAL PAY CONTRIBUTIONS

**18.01 Eligibility.** Effective as of January 1, 2006, if elected by the Employer in the Adoption Agreement, Final Pay Contributions on behalf of each eligible Participant equal to the equivalent of the accrued unpaid final pay, as defined in the Adoption Agreement ("Final Pay"), shall be contributed to the Plan. Eligibility for Final Pay Contributions is limited to only those Participants or class of Participants that the Employer elects in the Adoption Agreement.

**18.02 Contribution Amount.** At the election of the Employer in the Adoption Agreement, the Final Pay Contributions may be made as either (a) Employer Final Pay Contributions, or (b) Employee Designated Final Pay Contributions, as described below.

- (a) Employer Final Pay Contributions. The Employer shall contribute to the Plan for each eligible Participant the equivalent of a designated amount of accrued unpaid final pay upon termination of employment of the Participant, as the Employer so elects in the Adoption Agreement. The Employer's contribution for any Plan Year shall be due and paid not later than the time prescribed by applicable law. The Employer Final Pay Contributions shall be accounted for in the Employer Contribution Account.
- (b) Employee Designated Final Pay Contributions. The Employer shall contribute to the Plan for each eligible Participant all or any portion of a Participant's Final Pay, as elected by the Participant. The Employer may limit the amount of Final Pay to be elected to be contributed to the Plan. Once elected, an Employee's election shall remain in force and may not be revised or revoked.

The Employee Designated Final Pay Contributions shall be accounted for in the Participant Contribution Account, and are nonforfeitable by the Participant at all times.

The Employee Designated Final Pay Contributions shall be "picked up" by the Employer in accordance with Code section 414(h)(2). The contributions shall be treated as an employer contribution in determining the tax treatment under the Code, and shall not be included as gross income of the Participant until it is distributed.

A Participant cannot elect to receive cash in lieu of any Final Pay Contribution.

**18.03 Equivalencies.** The Final Pay Contribution shall be determined by multiplying the Participant's current daily rate of pay from the Employer times the amount of accrued unpaid leave being converted.

**18.04 Excess Contributions.** Final Pay Contributions are limited to the extent of applicable law and any Code limitation. No Final Pay Contribution shall be made to the extent that it would exceed the applicable Code section 415 limitation, as set forth in Article V. Any excess contributions as a result of the Code section 415 limitation shall remain in the Participant's leave bank.

## XIX. ACCRUED LEAVE CONTRIBUTIONS

**19.01 Eligibility.** Effective as of January 1, 2006, if elected by the Employer in the Adoption Agreement, Accrued Leave Contributions on behalf of each eligible Participant equal to the equivalent of the accrued unpaid leave, as defined in the Adoption Agreement (“Accrued Leave”), shall be contributed to the Plan. Eligibility for Accrued Leave Contributions is limited to only those Participants or class of Participants that the Employer elects in the Adoption Agreement.

**19.02 Contribution Amount.** At the election of the Employer in the Adoption Agreement, the Accrued Leave Contributions may be made as either (a) Employer Accrued Leave Contributions, or (b) Employee Designated Accrued Leave Contributions, as described below.

(a) Employer Accrued Leave Contributions. The Employer shall contribute to the Plan for each eligible Participant the equivalent of a designated amount of accrued unpaid leave each year, as the Employer so elects in the Adoption Agreement. The Employer’s contribution for any Plan Year shall be due and paid not later than the time prescribed by applicable law. The Employer Accrued Leave Contributions shall be accounted for in the Employer Contribution Account.

(b) Employee Designated Accrued Leave Contributions. The Employer shall contribute to the Plan for each eligible Participant all or any portion of a Participant’s Accrued Leave, as elected by the Participant. The Employer may limit the amount of Accrued Leave to be elected to be contributed to the Plan. Once elected, an Employee’s election shall remain in force and may not be revised or revoked.

The Employee Designated Accrued Leave Contributions shall be accounted for in the Participant Contribution Account, and are nonforfeitable by the Participant at all times.

The Employee Designated Accrued Leave Contributions shall be “picked up” by the Employer in accordance with Code section 414(h)(2). The contributions shall be treated as an employer contribution in determining the tax treatment under the Code, and shall not be included as gross income of the Participant until it is distributed.

A Participant cannot elect to receive cash in lieu of any Accrued Leave Contribution.

**19.03 Equivalencies.** The Accrued Leave Contribution shall be determined by multiplying the Participant’s current daily rate of pay from the Employer times the amount of accrued unpaid leave being converted.

**19.04 Excess Contributions.** Accrued Leave Contributions are limited to the extent of applicable law and any Code limitation. No Accrued Leave Contribution shall be made to the extent that it would exceed the applicable Code section 415 limitation, as set forth in Article V. Any excess contributions as a result of the Code section 415 limitation shall remain in the Participant’s leave bank.

## DECLARATION OF TRUST

This Declaration of Trust (the "Group Trust Agreement") is made as of the 19th day of May, 2001, by Vantage Trust Company, which declares itself to be the sole Trustee of the trust hereby created.

WHEREAS, the ICMA Retirement Trust was created as a vehicle for the commingling of the assets of governmental plans and governmental units described in Section 818(a)(6) of the Internal Revenue Code of 1986, as amended, pursuant to a Declaration of Trust dated October 4, 1982, as subsequently amended, a copy of which is attached hereto and incorporated by reference as set out below (the "ICMA Declaration"); and

WHEREAS, the trust created hereunder (the "Group Trust") is intended to meet the requirements of Revenue Ruling 81-100, 1981-1 C.B. 326, and is established as a common trust fund within the meaning of Section 391:1 of Title 35 of the New Hampshire Revised Statutes Annotated, to accept and hold for investment purposes the assets of the Deferred Compensation and Qualified Plans held by and through the ICMA Retirement Trust.

NOW, THEREFORE, the Group Trust is created by the execution of this Declaration of Trust by the Trustee and is established with respect to each Deferred Compensation and Qualified Plan by the transfer to the Trustee of such Plan's assets in the ICMA Retirement Trust, by the Trustees thereof, in accord with the following provisions:

(a) *Incorporation of ICMA Declaration by Reference; ICMA By-Laws.* Except as otherwise provided in this Group Trust Agreement, and to the extent not inconsistent herewith, all provisions of the ICMA Declaration are incorporated herein by reference and made a part hereof, to be read by substituting the Group Trust for the Retirement Trust and the Trustee for the Board of Trustees referenced therein. In this respect, unless the context clearly indicates otherwise, all capitalized terms used herein and defined in the ICMA Declaration have the meanings assigned to them in the ICMA Declaration. In addition, the By-Laws of the ICMA Retirement Trust, as the same may be amended from time-to-time, are adopted as the By-Laws of the Group Trust to the extent not inconsistent with the terms of this Group Trust Agreement.

Notwithstanding the foregoing, the terms of the ICMA Declaration and By-Laws are further modified with respect to the Group Trust created hereunder, as follows:

1. any reporting, distribution, or other obligation of the Group Trust vis-à-vis any Deferred Compensation Plan, Qualified Plan, Public Employer, Public Employer Trustee, or Employer Trust shall be deemed satisfied to the extent that such obligation is undertaken by the ICMA Retirement Trust (in which case the obligation of the Group Trust shall run to the ICMA Retirement Trust); and
2. all provisions dealing with the number, qualification, election, term and nomination of Trustees shall not apply, and all other provisions relating to trustees (including, but not limited to, resignation and removal) shall be interpreted in a manner consistent with the appointment of a single corporate trustee.

(b) *Compliance with Revenue Procedure 81-100.* The requirements of Revenue Procedure 81-100 are applicable to the Group Trust as follows:

1. Pursuant to the terms of this Group Trust Agreement and Article X of the By-Laws, investment in the Group Trust is limited to assets of Deferred Compensation and Qualified Plans, investing through the ICMA Retirement Trust.
2. Pursuant to the By-Laws, the Group Trust is adopted as a part of each Qualified Plan that invests herein through the ICMA Retirement Trust.

3. In accord with the By-Laws, that part of the Group Trust's corpus or income which equitably belongs to any Deferred Compensation and Qualified Plan may not be used for or diverted to any purposes other than for the exclusive benefit of the Plan's employees or their beneficiaries who are entitled to benefits under such Plan.
  4. In accord with the By-Laws, no Deferred Compensation Plan or Qualified Plan may assign any or part of its equity or interest in the Group Trust, and any purported assignment of such equity or interest shall be void.
- (c) *Governing Law.* Except as otherwise required by federal, state or local law, this Declaration of Trust (including the ICMA Declaration to the extent incorporated herein) and the Group Trust created hereunder shall be construed and determined in accordance with applicable laws of the State of New Hampshire.
- (d) *Judicial Proceedings.* The Trustee may at any time initiate an action or proceeding in the appropriate state or federal courts within or outside the state of New Hampshire for the settlement of its accounts or for the determination of any question of construction which may arise or for instructions.

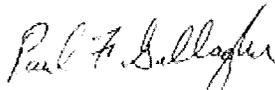
IN WITNESS WHEREOF, the Trustee has executed this Declaration of Trust as of the day and year first above written.

VANTAGETRUST COMPANY

By:

Name:

Title:



Paul F. Gallagher

Assistant Secretary



TAX EXEMPT AND  
GOVERNMENT ENTITIES  
DIVISION

DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
WASHINGTON, D.C. 20224

Plan Description: Volume Submitter Money Purchase Pension Plan  
FFN: 315D0880003-001 Case: 201200590 EIN: 23-7268394  
Letter Serial No: J593644a  
Date of Submission: 04/02/2012

ICMA RETIREMENT CORP  
777 NORTH CAPITOL ST. NE, SUITE 600  
WASHINGTON, DC 20002

Contact Person:  
Janell Hayes  
Telephone Number:  
513-263-3602  
In Reference To: TEGE:EP:7521  
Date: 03/31/2014

Dear Applicant:

In our opinion, the form of the plan identified above is acceptable under section 401 of the Internal Revenue Code for use by employers for the benefit of their employees. This opinion relates only to the acceptability of the form of the plan under the Internal Revenue Code. It is not an opinion of the effect of other Federal or local statutes.

You must furnish a copy of this letter, a copy of the approved plan, and copies of any subsequent amendments to adopting employers if the practitioner is authorized to amend the plan on their behalf, to each employer who adopts this plan. Effective on or after 10/31/2011, interim amendments adopted by the practitioner on behalf of employers must provide the date of adoption by the practitioner.

This letter considers the changes in qualification requirements contained in the 2010 Cumulative List of Notice 2010-90, 2010-52 I.R.B. 909.

Our opinion on the acceptability of the form of the plan is not a ruling or determination as to whether an employer's plan qualifies under Code section 401(a). However, an employer that adopts this plan may rely on this letter with respect to the qualification of its plan under Code section 401(a), as provided for in Rev. Proc. 2011-49, 2011-44 I.R.B. 608, and outlined below. The terms of the plan must be followed in operation.

Except as provided below, our opinion does not apply with respect to the requirements of Code sections 401(a)(4), 401(l), 410(b), and 414(s). Our opinion does not apply for purposes of Code section 401(a)(10)(B) and section 401(a)(16) if an employer ever maintained another qualified plan for one or more employees who are covered by this plan. For this purpose, the employer will not be considered to have maintained another plan merely because the employer has maintained another defined contribution plan(s), provided such other plan(s) has been terminated prior to the effective date of this plan and no annual additions have been credited to the account of any participant under such other plan(s) as of any date within the limitation year of this plan. Also, for this purpose, an employer is considered as maintaining another plan, to the extent that the employer maintains a welfare benefit fund defined in Code section 419(e), which provides postretirement medical benefits allocated to separate accounts for key employees as defined in Code section 419A(d)(3), or an individual medical account as defined in Code section 415(l)(2), which is part of a pension or annuity plan maintained by the employer, or a simplified employee pension plan.

Our opinion does not apply for purposes of the requirement of section 1.401(a)-1(b)(2) of the regulations applicable to a money purchase plan or target benefit plan where the normal retirement age under the employer's plan is lower than age 62.

Letter 4333

This is not a ruling or determination with respect to any language in the plan that reflects Section 3 of the Defense of Marriage Act, Pub. L. 104-199, 110 Stat. 2419 (DOMA) or U.S. v. Windsor, 133 S. Ct. 2675 (2013), which invalidated that section.

This letter is not a ruling with respect to the tax treatment to be accorded contributions which are picked up by the governmental employing unit within the meaning of section 414(h)(2) of the Internal Revenue Code.

Our opinion applies with respect to the requirements of Code section 410(b) if 100 percent of all nonexcludable employees benefit under the plan. Employers that elect a safe harbor allocation formula and a safe harbor compensation definition can also rely on an advisory letter with respect to the nondiscriminatory amounts requirement under section 401(a)(4). If this plan includes a CODA or otherwise provides for contributions subject to sections 401(k) and/or 401(m), the advisory letter can be relied on with respect to the form of the nondiscrimination tests of 401(k)(3) and 401(m)(2) if the employer uses a safe harbor compensation definition. In the case of plans described in section 401(k)(12) or (13) and/or 401(m)(11) or (12), employers may also rely on the advisory letter with respect to whether the form of the plan satisfies the requirements of those sections unless the plan provides for the safe harbor contribution to be made under another plan.

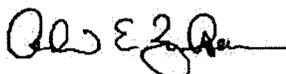
The employer may request a determination (1) as to whether the plan, considered with all related qualified plans and, if appropriate, welfare benefit funds, individual medical benefit accounts, and simplified employee pension plans, satisfies the requirements of Code section 401(a)(16) as to limitations on benefits and contributions in Code section 415 and the requirements of Code section 401(a)(10)(B) as to the top-heavy plan requirements in Code section 416; (2) with respect to whether a money purchase or target benefit plan's normal retirement age which is earlier than age 62 satisfies the requirements of section 401(a)-1(b)(2) of the Income Tax Regulations; (3) that the plan is a multiple employer plan; (4) whether there has been a partial termination; and (5) to comply with published procedures of the Service (e.g. minimum funding waiver request). The employer may request a determination letter by filing an application with Employee Plans Determinations on Form 5307, with regard to item (1) above, and Form 5300, for items (2), (3), (4) and (5), without restating for the Cumulative List in effect when the application is filed.

If you, the volume submitter practitioner, have any questions concerning the IRS processing of this case, please call the above telephone number. This number is only for use of the practitioner. Individual participants and/or adopting employers with questions concerning the plan should contact the volume submitter practitioner. The plan's adoption agreement, if applicable, must include the practitioner's address and telephone number for inquiries by adopting employers.

If you write to the IRS regarding this plan, please provide your telephone number and the most convenient time for us to call in case we need more information. Whether you call or write, please refer to the Letter Serial Number and File Folder Number shown in the heading of this letter.

You should keep this letter as a permanent record. Please notify us if you modify or discontinue sponsorship of this plan.

Sincerely Yours,



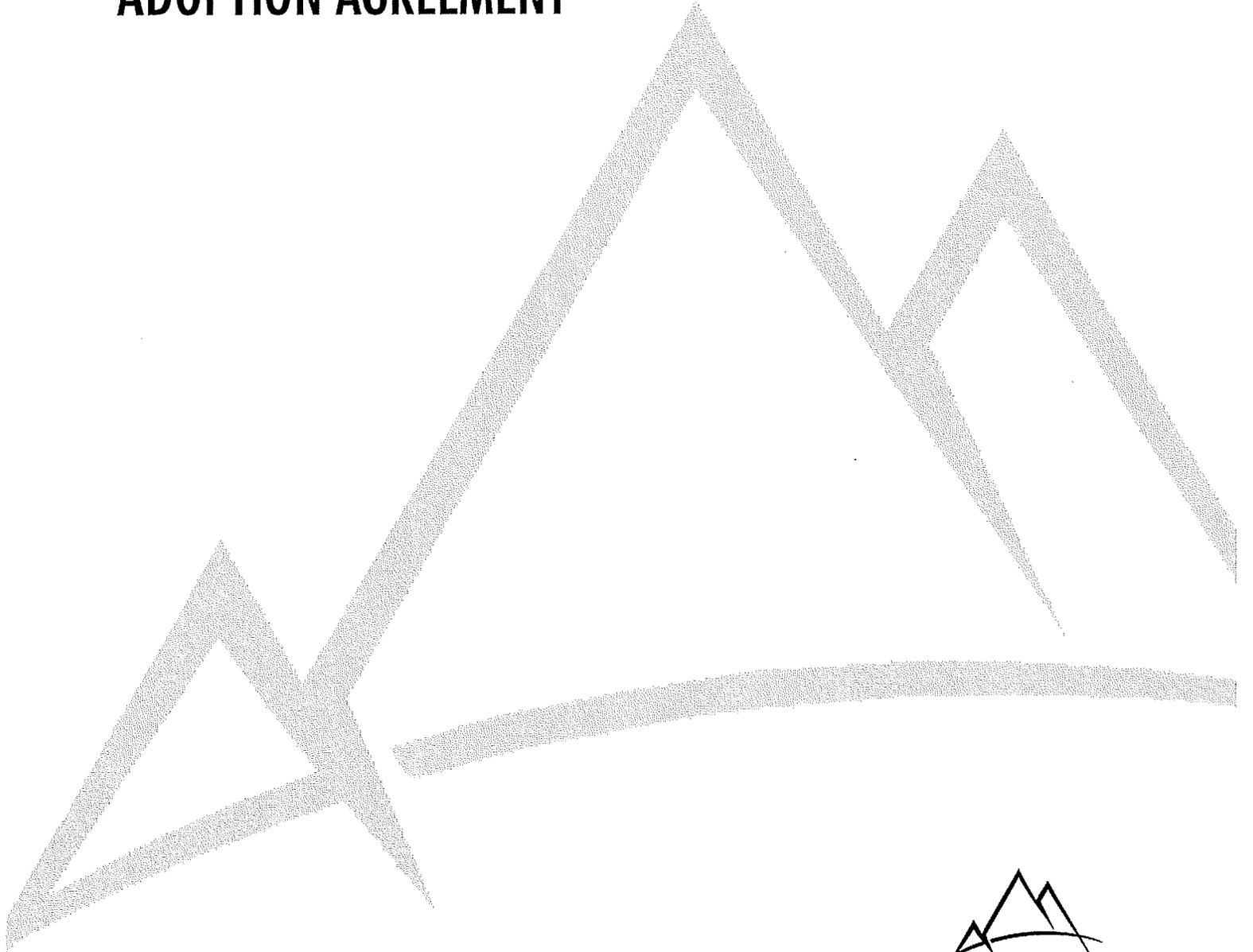
Andrew E. Zuckerman  
Director, Employee Plans Rulings and Agreements



**ICMA RETIREMENT CORPORATION**  
**777 NORTH CAPITOL STREET, NE | WASHINGTON, DC 20002-4240**  
**800-669-7400**  
**WWW.ICMARC.ORG**  
**BRC000-212-21266-201405-W1371**  
**REV 3/2015**

ICMA RETIREMENT CORPORATION

# GOVERNMENTAL MONEY PURCHASE PLAN & TRUST ADOPTION AGREEMENT



**ICMA RETIREMENT CORPORATION  
GOVERNMENTAL MONEY PURCHASE PLAN & TRUST  
ADOPTION AGREEMENT**

Plan Number 10- 9851 \_\_\_\_\_

The Employer hereby establishes a Money Purchase Plan and Trust to be known as City of Troy, MI  
\_\_\_\_\_ (the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase  
Plan and Trust.

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.

Yes                       No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

\_\_\_\_\_

**I. Employer:** City of Troy, MI \_\_\_\_\_

**II. Effective Dates**

1. **Effective Date of Restatement.** If this document is a restatement of an existing plan, the effective date of the Plan shall be January 1, 2007 unless an alternate effective date is hereby specified: \_\_\_\_\_

(Note: An alternate effective date can be no earlier than January 1, 2007.)

2. **Effective Date of New Plan.** If this is a new Plan, the effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified:  
\_\_\_\_\_

3. **Special Effective Dates.** Please note here any elections in the Adoption Agreement with an effective date that is different from that noted in 1. or 2. above.

(Note provision and effective date.)

**III. Plan Year will mean:**

The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.03(f) of the Plan.)

The twelve (12) consecutive month period commencing on \_\_\_\_\_ and each anniversary thereof.

**IV. Normal Retirement Age shall be age 65 (not to exceed age 65).**

*Important Note to Employers:* Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. An age under 55 is presumed not to satisfy this requirement, unless the Commissioner of Internal Revenue determines that the facts and circumstances show otherwise.

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, applies in the case of a plan where substantially all of the participants in the plan are qualified public safety employees within the meaning of section 72(t)(10)(B) of the Code, in which case an age of 50 or later is deemed not to be earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

## V. ELIGIBILITY REQUIREMENTS

1. The following group or groups of Employees are eligible to participate in the Plan:

- All Employees
- All Full Time Employees
- Salaried Employees
- Non union Employees
- Management Employees
- Public Safety Employees
- General Employees
- Other Employees (Specify the group(s) of eligible employees below. Do not specify employees by name. Specific positions are acceptable.) \_\_\_\_\_

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment. **Note:** As stated in Sections 4.07 and 4.08, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be (write N/A if an Employee is eligible to participate upon employment) N/A.

If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is N/A (not to exceed age 21. Write N/A if no minimum age is declared.)

## VI. CONTRIBUTION PROVISIONS

1. The Employer shall contribute as follows: (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Participant Contributions under Option B.)

**Fixed Employer Contributions With or Without Mandatory Participant Contributions.** (If Option B is chosen, please complete section C.)

A. Employer Contributions. The Employer shall contribute on behalf of each Participant \_\_\_\_\_% of Earnings or \$ \_\_\_\_\_ for the Plan Year (subject to the limitations of Article V of the Plan).  
Mandatory Participant Contributions

are required     are not required

to be eligible for this Employer Contribution.

B. Mandatory Participant Contributions for Plan Participation.

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

Yes

No

Employee Opt-In Mandatory Contributions. Each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

Yes       No

Contribution Schedule.

- (i) \_\_\_\_\_% of Earnings,  
(ii) \$ \_\_\_\_\_, or  
(iii) a whole percentage of Earnings between the range of \_\_\_\_\_ (*insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)*), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions<sup>1</sup> (pick up is required if Option A is not selected).

Yes       No (*"Yes" is the default provision under the Plan if no selection is made.*)

- C. Election Window (Complete if Option B is selected):  
Newly eligible Employees shall be provided an election window of \_\_\_\_\_ days (no more than 60 calendar days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to contribute as follows:

- A. Fixed Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant \_\_\_\_\_% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed \_\_\_\_\_% of Earnings or \$ \_\_\_\_\_. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.
- B. Variable Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):  
\_\_\_\_\_ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Participant contributions exceeding \_\_\_\_\_% of Earnings or \$ \_\_\_\_\_);

---

<sup>1</sup> Neither an IRS advisory letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

PLUS \_\_\_\_\_% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate \_\_\_\_\_% of Earnings or \$ \_\_\_\_\_).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ \_\_\_\_\_ or \_\_\_\_\_% of Earnings, whichever is \_\_\_\_\_ more or \_\_\_\_\_ less.

3. Each Participant may make a voluntary (unmatched), after tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan:

Yes       No (*"No" is the default provision under the Plan if no selection is made.*)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

Bi-Weekly

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

Bi-Weekly

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

- A. Plan contributions will be made based on differential wage payments:

Yes       No (*"Yes" is the default provision under the Plan if no selection is made.*)

If yes is selected, this is effective beginning January 1, 2009 unless another later effective date is filled in here:

\_\_\_\_\_

- B. Participants who die or become disabled will receive Plan contributions with respect to such service:

Yes       No (*"No" is the default provision under the Plan if no selection is made.*)

If yes is selected, this is effective for participants who died or became disabled while performing qualified military service on or after January 1, 2007, unless another later effective date is filled in here:

\_\_\_\_\_

## VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime  
 Yes                       No
2. Bonuses  
 Yes                       No
3. Other Pay (specifically describe any other types of pay to be included below)

## VIII. ROLLOVER PROVISIONS

1. The Employer will permit rollover contributions in accordance with Section 4.12 of the Plan:  
 Yes                       No (*"Yes" is the default provision under the Plan if no selection is made.*)
2. Direct rollovers by non-spouse beneficiaries are effective for distributions after 2006 unless the Plan delayed making them available. If the Plan delayed making such rollovers available, check the box below and indicate the later effective date in the space provided.

Effective Date is \_\_\_\_\_.

*(Note: Plans must offer direct rollovers by non-spouse beneficiaries no later than plan years beginning after December 31, 2009.)*

## IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.  
 Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)
2. The Limitation Year is the following 12 consecutive month period: \_\_\_\_\_
3. Unless the Employer elects a delayed effective date below, Article 5 of the Plan will apply to limitations years beginning on or after July 1, 2007. \_\_\_\_\_

*(The effective date listed cannot be later than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the plan that begins on or after July 1, 2007.)*

## X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percent – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

<b>Period of Service Completed</b>	<b>Percent Vested</b>
Zero	_____ %
One	_____ %
Two	_____ %
Three	50 %
Four	75 %
Five	100 %
Six	100 %
Seven	100 %
Eight	100 %
Nine	100 %
Ten	100 %

## XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a participant attains (select one of the below options):

- Normal Retirement Age  
 Age 70½ (*"70½" is the default provision under the Plan if no selection is made.*)  
 Alternate age (after Normal Retirement Age): \_\_\_\_\_  
 Not permitted at any age

2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.

- Yes       No (*"Yes" is the default provision under the plan if no selection is made.*)

3. Tax-free distributions of up to \$3,000 for the direct payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan.

- Yes       No (*"No" is the default provision under the Plan if no selection is made.*)

4. In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.

- Yes       No (*"No" is the default provision under the Plan if no selection is made.*)

5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:

- Yes       No (*"No" is the default provision under the Plan if no selection is made.*)

**XII. SPOUSAL PROTECTION**

The Plan will provide the following level of spousal protection (select one):

- 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- 2. Beneficiary Spousal Consent Election (Article XII). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (*"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.*)
- 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If C is selected, the spousal consent requirements in Article XII also will apply.)

**XIII. FINAL PAY CONTRIBUTIONS**

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected.

The following group of Employees shall be eligible for Final Pay Contributions:

- All Eligible Employees
- Other: \_\_\_\_\_

**Final Pay shall be defined as (select one):**

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (*insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave*):  
\_\_\_\_\_

- 1. **Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant \_\_\_\_\_ % of Final Pay to the Plan (subject to the limitations of Article V of the Plan).
- 2. **Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute \_\_\_\_ % (insert fixed percentage of final pay to be contributed) or up to \_\_\_\_\_% (insert maximum percentage of final pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

**XIV. ACCRUED LEAVE CONTRIBUTIONS**

The Plan will provide for accrued unpaid leave contributions annually if either 1 or 2 is selected below.

The following group of Employees shall be eligible for Accrued Leave Contributions:

- All Eligible Employees
- Other: \_\_\_\_\_

**Accrued Leave shall be defined as (select one):**

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (insert definition of accrued leave that is bona fide vacation and/or sick leave):  
\_\_\_\_\_

1. **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant the unused Accrued Leave in excess of \_\_\_\_\_ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).

For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant \_\_\_\_\_% of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute \_\_\_\_\_% (insert fixed percentage of accrued unpaid leave to be contributed) or up to \_\_\_\_\_% (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

**XV.** The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

**XVI.** The Employer understands that this Adoption Agreement is to be used with only the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust. This ICMA Retirement Corporation Governmental Money Purchase Plan and Trust is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on April 2, 2012, and received approval on March 31, 2014.

The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

**XVII.** The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.

- XVIII.** The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.
- XIX.** An adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code to the extent provided in applicable IRS revenue procedures and other official guidance.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

EMPLOYER

ICMA RETIREMENT CORPORATION  
777 North Capitol St., NE Suite 600  
Washington, DC 20002  
800-326-7272

By: Thomas Darling

By: \_\_\_\_\_

Print Name: Thomas Darling

Print Name: \_\_\_\_\_

Title: Director of Financial Services

Title: \_\_\_\_\_

Attest: M. Aileen Anderson

Attest: \_\_\_\_\_

# Addendum 1

## City of Troy, MI 401a Restatement Plan # 109851

### VI. Contribution Provisions

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Participant Contributions under Option B.)

**Fixed Employer Contributions With Mandatory Participant Contributions.**

(If Option B is chosen, please complete section C.)

**A. Employer Contributions.** The Employer shall contribute on behalf of each Participant as follows:

Employee Groups	Detail	Contribution Schedule		Vesting Schedule
		Employee	Employer	
Class & Exempt	hired before 1/1/04	4%	12%	50% 3 years, 25% thereafter.
	hired between 1/2/04 & 7/1/05	4%	11%	"
	hired between 7/2/05 & 1/31/11	4%	10%	"
	hired 2/1/11 or after	4%	8%	"
TPOA	hired before 10/16/05	5%	11%	"
	hired 10/17/05 or after	6%	10%	"
TCOA	hired in as TCOA	4%	12%	"
	transferred from TPOA, etc.	as before	as before	"
AFSCME	hired before 2/16/98	4%	12%	"
	hired between 2/16/98 & 11/16/03	5%	11%	"
	hired between 11/17/03 & 6/30/13	5%	10%	"
	hired 7/1/13 or after	5%	8%	"
MAP	hired before 12/20/98	4%*	9%	"
	hired between 12/21/98 & 2/6/05	5%*	8%	"
	hired 2/7/05 or after	5%*	7%	"
TFSOA	hired before 7/1/97	3%	13%	"
	hired between 7/1/97 & 6/30/06	5%	11%	"
	hired 7/1/06 or after	5%	10%	"

**Mandatory Participant Contributions**

are required to be eligible for this Employer Contribution.

**B. Mandatory Participant Contributions for Plan Participation.**

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

Yes

Employee Opt-In Mandatory Contributions. Each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

No

Contribution Schedule:

(i) percentage of Earnings : See Chart above

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions. (pick up is required if Option A is not selected).

Yes  No (*"Yes" is the default provision under the Plan if no selection is made.*)-

\*This addendum is a re-statement of our current contribution and vesting schedules. These contribution and vesting schedules are currently being administered correctly on our plan. No change to the either schedule is needed.



# ADOPTION PACKAGE

## 401 MONEY PURCHASE PLAN DOCUMENT RESTATEMENT

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## INTRODUCTION — THE PLAN DOCUMENT RESTATEMENT PROCESS

This packet provides the information and instructions you need to adopt the amended and restated *ICMA-RC Governmental Money Purchase Plan & Trust Document*. **Plan sponsors using the ICMA-RC document must execute a new adoption agreement by April 30, 2016.** Please submit your adoption agreement as soon as possible and no later than April 15, 2016. This will allow sufficient time for ICMA-RC to process your adoption agreement elections and return the executed document to you before the April 30, 2016 deadline. Taking action to adopt the restated plan document will ensure your plan is updated in accordance with current IRS regulations.

### Six-Year IRS Review Schedule

The IRS has a six-year review schedule for the type of 401 plan documents ICMA-RC makes available to its clients. Following the IRS schedule, we submitted our updated plan documents for review and approval in 2012 and received favorable opinion letters last year. The documents incorporate amendments for legislative and regulatory changes enacted since the prior restatement in 2006.

### Plan Document Adoption — New Adoption Agreement Needed

In the past, we have utilized a negative election adoption process in an effort to make the plan document adoption process as easy as possible. This time around, per instructions from the IRS, each plan sponsor using the ICMA-RC plan document is required to execute a new adoption agreement by April 30, 2016. To assist you with the process of completing the adoption agreement, most of the information for your plan has already been pre-populated. You simply need to review the information and fill in the blanks.

### Action Required by April 30, 2016

Action is required on your part if your plan uses the *ICMA-RC Governmental Money Purchase Plan and Trust Basic Document*. Please follow the instructions on the next page to submit your plan's adoption agreement to ICMA-RC. If your plan uses an individually-designed plan document, please review the below information.

### Individually-Designed Plan Documents

If your plan uses an individually-designed plan document, please check with your plan's legal counsel to ensure your document is updated in accordance with IRS regulations. You may find value in reviewing the ICMA-RC documents, as the information may be helpful as you consider future amendments to your individually-designed plan document. Now may also be a good time to consider adopting ICMA-RC's model plan documents.

### Need Assistance?

We are here to help. Please contact your ICMA-RC Plan Sponsor Services team if you have any questions about the plan document adoption process and the action required on your part.

## INSTRUCTIONS FOR PLAN SPONSORS USING THE ICMA-RC PLAN DOCUMENT

We want to make the plan document adoption process as easy as possible. Please review the instructions below and let us know if you have any questions. Taking action to adopt the restated plan document by April 30, 2016 will ensure your plan is updated in accordance with current IRS regulations. Please submit the new adoption agreement for your plan as soon as possible and no later than April 15, 2016. This will allow sufficient time for ICMA-RC to process your adoption agreement elections and return the executed document to you before the April 30, 2016 deadline.

### Instructions

- STEP 1:** Review the information in this packet to familiarize yourself with the differences between the old document and the new document.
- STEP 2:** Determine whether any formal action is required by your legislative body and/or plan administrative committee to adopt the restated plan document. If formal action is required, please refer to the suggested affirmative statement or suggested resolution (as applicable) on pages 6 and 7 respectively.
- STEP 3:** Review our current [\*Governmental Money Purchase Plan & Trust\*](#) document and save it for your records.
- STEP 4:** Complete the *Governmental Money Purchase Plan & Trust Adoption Agreement*.
- Click the “Pickup Plan Adoption Agreement” button to access your agreement, which has been partially pre-populated to reflect the way ICMA-RC currently administers your plan. (*Available on the Plan Documents page in EZLink: My Plan → View/Request Publications → Plan Documents*)
  - Complete the adoption agreement electronically by filling in the blanks in each section of the document and **save the document to your computer**.
    - Send the document to your organization’s primary plan contact or plan coordinator so he or she can review the document before you submit it to ICMA-RC.
    - Instead of signing a hard copy of the document, please type the name of the plan representative authorized to execute the adoption agreement into the “By” and “Print Name” lines on page 9 of the electronic version of the document. His or her title should also be provided and the name of another plan representative’s name should be input on the “Attest” line.
- STEP 5:** Submit the completed document and any applicable attachments to ICMA-RC using the “Drop Off Plan Adoption Agreement” button on the Plan Documents page in EZLink.
- STEP 6:** ICMA-RC will review the document and contact you if we have any questions before we sign it and return the executed document to you. When you receive the executed document from ICMA-RC, you should **save it for your records**.

### Questions

If you have any questions regarding the adoption process or your plan in general, please contact ICMA-RC’s Plan Sponsor Services team at 800-326-7272.

**Please retain for your records any documents you return to ICMA-RC.**  
These documents will be part of your formal plan document.

## OVERVIEW/Q&A

### Why is ICMA-RC providing updated plan documents?

ICMA-RC received a favorable opinion letter from the IRS on its *Governmental Money Purchase Plan & Trust* document in 2014, and plan sponsors who use the ICMA-RC document are required to adopt the restated document by April 30, 2016.

### What action is required?

Plan sponsors using the ICMA-RC document must execute a new adoption agreement by April 30, 2016. Follow the step-by-step instructions shown on page 3 to submit your adoption agreement to ICMA-RC. Please submit the completed document no later than April 15, 2016 to allow sufficient time for ICMA-RC to process your adoption agreement elections and return the executed document to you before the April 30, 2016 deadline.

### What has changed?

Not much. The new documents incorporate amendments for legislative and regulatory changes enacted since the prior restatement in 2006 and are effective as of 2007. The old document included separate amendments for [\*post-EGTRRA legislative and regulatory changes\*](#) and for the [\*Heroes Earnings Assistance and Relief Tax Act of 2008 \(HEART\)\*](#). The provisions of these amendments are now part of the standard document.

One change that will interest some plan sponsors is that our documents now allow employers to establish stand-alone Final Pay plans. See below for additional information.

### Can we make changes to certain provisions of our plan?

Yes. In fact, now is a great time to review your plan provisions and consider making changes. When you complete the adoption agreement, you may make changes by simply selecting among the available elections for each provision in the space provided.

### Time Frame

We encourage you to complete and submit the new adoption agreement for your plan as soon as possible. **Please submit your adoption agreement as soon as possible and no later than April 15, 2016.** This will allow sufficient time for ICMA-RC to process your adoption agreement elections and return the executed document to you before the April 30, 2016 deadline.

Failure to execute an adoption agreement prior to the deadline may cause the plan to no longer be operated in accordance with IRS regulations and will place the plan at risk of losing its qualified status.

### How do I know what to input in the adoption agreement?

We suggest that you start by reviewing the adoption agreement that was used to establish your plan with ICMA-RC. If you are unable to locate the document, please contact ICMA-RC and we will send you the most recent adoption agreement we have on record. Your organization's Plan Coordinator may also be able to provide you with the document or the information needed to execute the new adoption agreement.

## ADDITIONAL INFORMATION

### Separate Contribution Formulas for Different Eligibility Groups

The adoption agreement only has space for you to enter a single contribution formula. If your plan applies different formulas to different eligibility groups within the plan, you must submit an attachment with your adoption agreement that specifies the contribution formulas for each eligibility group within the plan.

## Final Pay Contributions

Contributions to the plan of accrued unpaid leave that would otherwise be payable to an employee following his or her separation from service are called “Final Pay” contributions. The accrued unpaid leave must be bona fide vacation and/or sick leave.

## Adding Final Pay and/or Annual Accrued Leave Contributions

If you wish to make Final Pay and/or Annual Accrued leave contributions, you should enter your desired elections in sections XIII and XIV of the adoption agreement.

Please keep in mind that in order to be “picked up” (i.e., contributed on a pre-tax basis), all employee elections with respect to 401(a) plan contributions, including Final Pay and/or Accrued Leave contributions, must be made during the enrollment period when the employee first becomes eligible to participate in the plan (*or any 401(a) plan of the employer, including a defined benefit plan, if earlier*). Employees do not have the ability to discontinue or change the amount of their contributions after becoming participants (i.e., the elections are irrevocable).

When you add Final Pay and/or Accrued Leave contributions to your plan, the contributions can be set up in either of the following ways:

- **Employer Contribution** — With this method, the contributions are made for all participants in the plan or for all participants within the specified eligibility group.
- **Employee Designated Contribution** — With this method, employees are provided with a one-time opportunity when they first become eligible to participate in the plan to make an election to contribute a certain percentage of their Final Pay and/or Accrued Leave to the plan. Please note current plan participants will not have an opportunity to make an election if you amend your plan to allow these types of contributions.

## Stand-Alone Final Pay Plans

During the restatement process, the IRS informed us that they had reversed course on the permissibility of having plans funded solely by contributions of accrued unpaid leave following an employee’s separation from service (i.e., stand-alone Final Pay plans). Though the IRS change does not directly impact your existing plan with ICMA-RC, employers may use the new ICMA-RC documents to establish new stand-alone Final Pay plans. As such, our adoption agreement no longer contains language that requires ongoing contributions and no longer expressly prohibits employers from establishing eligibility requirements in such a way that employees become participants only in the plan year in which they terminate employment.

## Questions

ICMA-RC is here to help. If you have any questions regarding the adoption process or your plan in general, please contact Plan Sponsor Services at 800-326-7272.

## SUGGESTED AFFIRMATIVE STATEMENT

Plan Number: 10 \_\_\_\_\_

Name of Employer: \_\_\_\_\_ State: \_\_\_\_\_

As a duly authorized agent of the above named Employer, I hereby

AMEND AND RESTATE the money purchase plan (the "Plan") in the form of: (select one)

The ICMA Retirement Corporation Governmental Money Purchase Plan & Trust

**OR**

The Plan and Trust and any associated amendments provided by the Employer  
(executed copies attached hereto)<sup>1</sup>

SPECIFY that the assets of the Plan shall be held in trust, with the Employer serving as trustee ("Trustee"), for the exclusive benefit of the Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose. The Trustee's beneficial ownership of Plan assets held in VantageTrust shall be held for the exclusive benefit of the Plan participants and their beneficiaries;

AND AFFIRM that the Employer hereby agrees to serve as Trustee under the Plan.

DATE: \_\_\_\_\_

\_\_\_\_\_  
(TITLE OF DESIGNATED AGENT)

\_\_\_\_\_  
(SIGNATURE)

<sup>1</sup> If you are amending your own individually-designed plan document, this executed resolution should be returned to ICMA-RC as instructed below.

**Fax to:**

202-962-4601  
ATTN: NBS Analyst

**OR**

**Mail to:**

ICMA-RC  
ATTN: NBS Analyst  
777 North Capitol Street, NE  
Washington, DC 20002-4240

**SUGGESTED RESOLUTION**

Plan Number: 10 9 8 5 1

Name of Employer: City of Troy State: MI

Resolution of the above named Employer ("Employer")

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the Employer has established a qualified retirement plan for such employees that serves the interest of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that the continuance of the qualified retirement plan will serve these objectives; and

NOW THEREFORE BE IT RESOLVED that the Employer hereby amends and restates the qualified retirement plan (the "Plan") in the form of: (select one)

The ICMA Retirement Corporation Governmental Money Purchase Plan & Trust

OR

The Plan and Trust and any associated amendments provided by the Employer (executed copies attached hereto)<sup>1</sup>

BE IT FURTHER RESOLVED that the assets of the Plan shall be held in trust, with the Employer serving as trustee ("Trustee"), for the exclusive benefit of Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose. The Trustee's beneficial ownership of Plan assets held in VantageTrust shall be held for the further exclusive benefit of the Plan participants and their beneficiaries;

BE IT FURTHER RESOLVED that the employer hereby agrees to serve as Trustee under the Plan.

I, \_\_\_\_\_, Clerk of the (City, County, etc.) \_\_\_\_\_, do hereby certify that the foregoing resolution, proposed by (Council Member, Trustee, etc.) \_\_\_\_\_, was duly passed and adopted in the (Council, Board, etc.) \_\_\_\_\_ of the (City, County, etc.) of \_\_\_\_\_ at a regular meeting thereof assembled this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the following vote:

AYES:

NAYS:

ABSENT:

(Seal)

\_\_\_\_\_  
CLERK OF THE (CITY, COUNTY, ETC.)

<sup>1</sup> If you are amending your own individually-designed plan document, this executed resolution should be returned to ICMA-RC as instructed below.

**Fax to:**  
202-962-4601  
ATTN: NBS Analyst

OR

**Mail to:**  
ICMA-RC  
ATTN: NBS Analyst  
777 North Capitol Street, NE  
Washington, DC 20002-4240

## PLAN SPONSORS USING INDIVIDUALLY DESIGNED PLAN DOCUMENTS

If you currently use your own individually designed plan, please check with your plan's legal counsel to ensure your document is up to date.

### Are you interested in adopting ICMA-RC's standard plan document?

If you decide that you no longer want to maintain an individually designed plan document, you may adopt ICMA-RC's Governmental Money Purchase Plan & Trust document by following the instructions on page 3.

### Adopting ICMA-RC's plan document provides the following additional advantages:

- ICMA-RC's 401 plan document is generally designed to provide employers and participants with as much flexibility as possible within IRS guidelines.
- Adopting ICMA-RC's 401 plan document relieves you from the burden and cost of continually reviewing and revising your plan document in response to changes in the Internal Revenue Code (IRC) and related regulations. ICMA-RC maintains the document in compliance with all IRC and regulatory requirements.
- ICMA-RC seeks favorable private letter rulings respecting the plan's eligibility status from the IRS for ICMA-RC's 401 plan documents. This is important because a plan deemed ineligible by the IRS could result in a significant tax liability to all plan participants.

### Instructions

Follow the Instructions for Plan Sponsors Using the ICMA-RC Plan Document on page 3 to adopt the ICMA-RC plan document. In addition to submitting an adoption agreement for the plan, you will need to submit an affirmative statement or resolution. Suggested templates are provided for your convenience on pages 6 and 7, respectively.

**Please retain for your records any documents you return to ICMA-RC.**  
These documents will be part of your formal plan document.

On December 15, 2015, at 7:30 p.m., in the Council Chambers of Troy City Hall, Chairman Clark called the Zoning Board of Appeals meeting to order.

1. ROLL CALL

Present:

Glenn Clark  
Kenneth Courtney  
Thomas Desmond  
David Eisenbacher  
Orestis Kaltsounis  
David Lambert  
Philip Sanzica

Also Present:

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

2. APPROVAL OF MINUTES – October 20, 2015

Moved by Sanzica  
Seconded by Courtney

RESOLVED, to approve the October 20, 2015 meeting minutes.

Yes: All

MOTION PASSED

3. APPROVAL OF AGENDA – No changes.

4. HEARING OF CASE

VARIANCE REQUEST, ANTHONY STRUSSIONE, 1834 KIRKTON – In order to construct a detached garage, a 5 foot variance to the requirement that the garage be setback at least 10 feet from the house.

Moved by Lambert  
Seconded by Desmond

RESOLVED, to grant the variance.

Yes: All

MOTION PASSED

5. COMMUNICATIONS – None
6. MISCELLANEOUS BUSINESS – By general consensus, the Board approved their proposed 2016 meeting dates.
7. PUBLIC COMMENT – None
8. ADJOURNMENT – The Zoning Board of Appeals meeting ADJOURNED at 7:46 p.m.

Respectfully submitted,



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Glenn Clark, Chairman



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Paul Evans, Zoning and Compliance Specialist



**Minutes**

**Employees' Retirement System  
Board Meeting**

**February 10, 2016 at 12:00 PM  
City Council Board Room**

**Troy City Hall  
500 West Big Beaver  
Troy, Michigan 48084  
(248) 524-3330**

A meeting of the Employees' Retirement System Board of Trustees was held on **February 10, 2016** at Troy City Hall, 500 W. Big Beaver Road, Troy, MI 48084.

The meeting was called to order at 12:03 p.m.

**Trustees Present:** Mark Calice  
Thomas Darling, CPA  
Thomas Gordon II  
Steve Pallotta  
Milton Stansbury  
Dave Henderson

**Trustees Absent:** Brian Kischnick

**Also Present:** Kathy Kostopoulos  
Scott Conrad

**Minutes:**

**Resolution # ER – 2016-02-04**

Moved by: Pallotta  
Seconded by: Gordon

RESOLVED, that the Minutes of the January 13, 2016 meeting be approved.

Yeas: - 6 -  
Absent: - 1 -

**Retirement Requests:**

None

**Regular Business:**

The GRS Engagement Letter of proposed services and actuarial fees for the City of Troy's ERS was discussed by the members of the board. Approved and reaffirmed were the major assumptions to be used, 6.5% return on investment and mortality tables.

**Resolution # ER – 2016-02-05**

Moved by: Pallotta  
Seconded by: Gordon

RESOLVED, that the approval of GRS Actuary Services for valuation ending December 31, 2015 be approved.

Yeas: - 6 -  
Absent: - 1 -

**Investments:**

**• Graystone Consulting Presentation**

Mr. Michael Holycross, Ms. Amy Cole and Mr. Robert Alati from Graystone presented the Graystone Morgan Stanley January 31, 2016 Portfolio for the City of Troy Employees Retirement System. Investment performance was reviewed and discussed with the members of the Board. Mr. Robert Alati presented an additional handout, illustrating the Dow Jones and Transport Industry trends. Mr. Michael Holycross discussed Morgan Stanley GIC Weekly article and reviewed the Total Fund Performance and Asset Allocations by Manager, and by Asset Class Manager Performance as of December 31, 2015 with the Board of Trustees. Discussed was the recommendation and handout provided by Mr. Holycross to raise the \$3,386,000 benefits due to the City of Troy's General Fund based on investment transactions from Global Equities \$1,800,000, Fixed Income \$1,000,000, and Cash - ETF/MF \$586,000. Mr. Holycross commented performance over the last 12 months has outperformed the broader portfolio and

the benchmark policy index. However the target return of 6.5% within the investment portfolio was not reached, as the market did not provide a 6.5% return.

**Resolution # ER – 2016-02-06**

Moved by: Darling

Seconded by: Stansbury

RESOLVED, accept Graystone recommendation to sell \$1,000,000 Vanguard Total Market Fund, sell \$800,000 TSW Fund. Sell \$1,000,000 Templeton Global Return Fund and use proceeds along with existing cash to transfer \$3,386,000 to the City of Troy for reimbursement of Benefits paid by the City.

Yeas: - 6 -

Absent: - 1 -

Ms. Cole reviewed the Morgan Stanley managed accounts for the month and quarter ended January 31, 2016. She noted that the ending value was \$78.8 million representing a decrease of 4.37% for the month, quarter, and year to date net of fees. From inception ending value had an increase of 3.71% net of fees. For the month comparison, the S&P 500 Index represented a decrease of 4.96% and the MSCI EAFE a decrease of 7.23%.

**• UBS Financial Services Presentation**

Ms. Rebecca Sorensen, Mr. Darin McBride of UBS and Mr. Chris Gill financial advisor from Chicago, IL UBS, reviewed the stock holdings for the City of Troy Employees Retirement Systems Defined Benefit and NAIC portfolios at January 31, 2016 noting \$110.6 million in assets. This represented a net time-weighted decrease of 3.36% for the month and for year to date increase of 1.14% net of fees. Ms. Sorensen reiterated and clarified for the members of the board, that the portfolio value as of December 31, 2015 was \$114.4 million in assets which is consistent to what was reported by UBS last month's meeting and the year to date Net Time-weighted ROR at November 30, 2015 was an increase 1.07%. Recommendation provided by Ms. Sorensen and Mr. McBride to raise \$4,702,000 benefits due to the City of Troy General Fund was as follows:

**Cash:**

ERS Cash \$1,271,000 (from Precision Castparts sale, interest, and dividends)

NAIC Cash 38,000 (existing cash from dividends)

Sally Mae CD 240,000 (matures 2/4/2016)

**Sales:**

Dover 80,000 (Sell opinion on stock - small position)

Putnam Convertible 1,056,000 (Underperforming its category)

Corning 88,000 (Least Preferred - Neutral Rating - small position)

Templeton Foreign 559,000 (Underperforming its category)

Realty Income Corp 284,000 (Sell opinion - held in NAIC)

Totaling \$3,616,000. Balance as needed from either Atlantic Richfield Bond or Loomis Sayles Investment Grade Bond Fund. Will need to retain \$50,000 in a CD for recommended Put option.

**Resolution # ER – 2016-02-07**

Moved by: Darling  
Seconded by: Henderson

Discussion: The Board discussed the recommendation and concluded not to take any money out of NAIC and the sale of the Realty Income Corp 284,000 (held in NAIC). It was supported that extra funds needed to raise up to \$4,702,000 will be taken from Loomis Sayles Investment Grade Bond Fund.

RESOLVED, that the Members of the Board supported the UBS recommendation to raise \$4,702,000 benefits due to the City of Troy using investment transactions from Cash: ERS Cash \$1,271,000 (from Precision Castparts sale, interest, and dividends), Sally Mae CD 240,000 (matures 2/4/2016) and Sales: Dover 80,000 (Sell opinion on stock - small position), Putnam Convertible 1,056,000 (Underperforming its category), Corning 88,000 (Least Preferred - Neutral Rating - small position), Templeton Foreign 559,000 (Underperforming its category).

Yeas: - 6 -  
Absent: - 1 -

February 2016 Option recommendations provided by UBS were reviewed and noted by the members of the board. Discussed were the Calls: Costco, IDEX, PEPSICO and Puts: TEVA PH. It was noted was that \$50,000 in cash or CD form is needed to be available on hand in order to exercise option transactions, when necessary. Mr. Gill discussed the UBS House View Presentation February 2016 - Maturing bull or emerging bear? Noting that UBS leverages some of the largest asset managers in the industry in order to formulate the monthly view. He stated dispersion of returns appear to be very narrow and moderate growth is expected in 2016. UBS suggested the Eurozone is currently a favorable area. Market conditions and global industry outlook were discussed with the board members.

**Other Business:**

None

**Public Comment:**

Mr. Scott Conrad from City of Troy Engineering Department, retiree and part-time employee observed the meeting and declined to comment.

The next meeting is Wednesday, March 9, 2016 at 12:00 p.m. at Troy City Hall in the Council Board Conference Room, 500 W. Big Beaver Road, Troy, MI 48084.

The meeting adjourned at 2:10 p.m.

  
Mark Calice, Chairman

  
Thomas Darling, Pension Administrator



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March 3, 2016

TO: Brian Kischnick, City Manager  
FROM: David Roberts, Fire Chief  
RE: Fire Department and EMS 2015 Annual Report

Enclosed for review is the annual report for the fire department and emergency medical service provider for calendar year 2015. Information contained herein is listed in spreadsheet format by category, and documents various activities and performance indicators.

#### Overview

- Fire incidents increased by 16.78% to 167, while non fire incidents decreased by 10.11% to 934.
- The total number of incidents to which the fire department responded, however, decreased by 6.85% to 1,101.
- The number of fire-related casualties decreased by 33.33% to 8.
- Estimated property value saved from fire was \$158.5M or 98.15% of property involved.
- Total activities performed increased by 0.68% overall to 18,869, and the number of hours logged increased by 10.47% to 32,616.
- The number of volunteer firefighters decreased by 1.92% to 153.
- False alarm activations decreased by 17.63% to 444, but accounted for 42.45% of total incidents.
- Requests for emergency medical service totaled 7,840 for advanced life support ambulance and 4,872 for paramedic first responder.

#### Noteworthy

- The fire department celebrated its 75 anniversary in conjunction with the City's 60<sup>th</sup> anniversary in 2015. The Troy Fire Department was established in 1940. Troy Township became the City of Troy in 1955.
- Two volunteer firefighters were promoted/hired as career Staff Technicians on March 30, 2015, bringing the number of uniform career staff members to 11.
- On September 25, 2015, Fire Chief William Nelson retired after 40 years of service with the fire department and nearly 22 years as the fire chief.
- Planning continued for the construction of a new Station 4 to replace the current station which was built in 1975. The architectural firm, Redstone, was selected to design the new station. In 2016, a construction manager at risk will be selected, and together with

the architect and the City, will design and build the new fire station, expected to be completed in the fall of 2017.

- Discussions continued between city management and the volunteer firefighter incentive committee to finalize a formal Volunteer Firefighter Incentive Plan and Trust. It is expected that final documentation will be accepted and approved in 2016.
- As indicated above and as listed in this report, over \$224M of property value was endangered by fire in 2015. Under \$1.86M was lost by fire. Over \$158M worth of property was saved by firefighting efforts. It can be reasoned that this equates to a fire department operating efficiency of 98.15% at fires.
- There was no loss of life due to fire in 2015.
- The declining number of volunteer firefighters is a nationwide trend in the fire service and not specific to Troy. The fire department is making efforts to recruit and retain volunteers by various means and will continue to do so in the future in an effort to sustain the department.
- Alliance Mobile Health continued to provide emergency medical service (EMS) to the community in an efficient and cost effective method through both paramedic first responder (PFR) and advanced life support (ALS) ambulance service.

The fire department continues to provide efficient fire and rescue services to the community through a cost-effective combination department comprised primarily of volunteer firefighters. Comparable career fire departments typically cost upwards of three times that of the Troy Fire Department. The fire department's proactive approach to fire prevention principles and practices helps to reduce the risk of fire in our community. This philosophy is the basis for an affordable, well equipped, and well trained fire department.

I would like to take this opportunity to thank the Troy City Council, city management, and the other city departments with whom we work, for their continued support of the fire department. I would also like to recognize and thank the our department members, both volunteer and career, for their dedication and commitment, as well as the Troy Firefighters Women's Auxiliary and the Troy Fire Explorer Post 911 for their continued dedication and support of the department.



## ANNUAL REPORT 2015

**TROY =  
= FIRE**

<u>Category</u>	<u>Count</u>	<u>Percent of Total Incidents</u>	<u>Previous Year</u>	<u>Change</u>
Total Fire Incidents	167	15.17%	143	16.78%
Total Non Fire Incidents	934	84.83%	1039	-10.11%
<b>Total Incidents</b>	<b>1101</b>	<b>100.00%</b>	<b>1182</b>	<b>-6.85%</b>

<u>Fire Incidents</u>	<u>Count</u>	<u>Percent of Total Fires</u>	<u>Previous Year</u>	<u>Change</u>
Structure Fires	79	47.31%	55	43.64%
Vehicle Fires	32	19.16%	44	-27.27%
Grass Fires	25	14.97%	14	78.57%
Refuse Fires	26	15.57%	19	36.84%
Other Fires	5	2.99%	11	-54.55%
<b>Total Fire Incidents</b>	<b>167</b>	<b>100.00%</b>	<b>143</b>	<b>16.78%</b>

<u>Non Fire Incidents</u>	<u>Count</u>	<u>Percent of Total Non Fires</u>	<u>Previous Year</u>	<u>Change</u>
Overpressure/Explosion	7	0.75%	2	250.00%
Rescue / Extrication	47	5.03%	64	-26.56%
Hazardous Conditions *	148	15.85%	196	-24.49%
Public Service	38	4.07%	44	-13.64%
Good Intent **	241	25.80%	188	28.19%
Alarm Activation Unintentional	247	26.45%	362	-31.77%
Alarm System Malfunction	197	21.09%	176	11.93%
Weather Standby	7	0.75%	6	16.67%
Other Non Fire	2	0.21%	1	100.00%
<b>Total Non Fire Incidents</b>	<b>934</b>	<b>100.00%</b>	<b>1039</b>	<b>-10.11%</b>

\* Includes spills or leaks with no fire; excess heat; arcing wires; and chemical emergencies

\*\* Includes smoke scares; wrong locations; steam mistaken for smoke; and controlled burning

Data throughout this report obtained from Oakland County Fire Records Management System or Troy BS&A



## ANNUAL REPORT 2015

**TROY =  
= FIRE**

<u>Structure Fires by Occupancy*</u>	<u>Count</u>	<u>Percent of Structure Fires</u>	<u>Previous Year</u>	<u>Change</u>
Apartments	16	20.25%	14	14.29%
Educational	2	2.53%	1	100.00%
Industrial	5	6.33%	3	66.67%
Institutional	0	0.00%	0	0.00%
Motel/Hotel	2	2.53%	0	200.00%
Office	2	2.53%	2	0.00%
Other	2	2.53%	0	200.00%
Public Assembly	3	3.80%	2	50.00%
Single Family Dwelling	39	49.37%	21	85.71%
Storage	4	5.06%	3	33.33%
Stores/Sales	4	5.06%	9	-55.56%
<b>Total Occupancies</b>	<b>79</b>	<b>100.00%</b>	<b>55</b>	<b>43.64%</b>

<u>Building Fires by Cause**</u>	<u>Count</u>	<u>Percent of Structure Fires</u>	<u>Previous Year***</u>	<u>Change***</u>
Act of Nature	1	1.82%	N/A	N/A
Cooking	6	10.91%	N/A	N/A
Equipment Failure	7	12.73%	N/A	N/A
Intentional	0	0.00%	N/A	N/A
Other	4	7.27%	N/A	N/A
Under Investigation	2	3.64%	N/A	N/A
Undetermined	4	7.27%	N/A	N/A
Unintentional	31	56.36%	N/A	N/A
<b>Total Causes</b>	<b>55</b>	<b>100.00%</b>		

\*Includes contained fires in buildings such as cooking and chimney

\*\*Includes uncontained fires involving buildings with structural damage/loss

\*\*\*N/A due to previous archaic & inconsistent data retrieval methods discovered within FRMS for this category



**ANNUAL REPORT  
2015**

**TROY =  
= FIRE**

<u>Total Casualties</u>	<u>Number</u>	<u>Percent</u>	<u>Previous Year</u>	<u>Previous Percent</u>	<u>Change</u>
Civilian Injury	2	25.00%	5	41.67%	-60.00%
Civilian Death	0	0.00%	2	16.67%	-100.00%
Firefighter Injury	6	75.00%	5	41.67%	20.00%
Firefighter Death	0	0.00%	0	0.00%	0.00%
<b>Total Casualties</b>	<b>8</b>	<b>100.00%</b>	<b>12</b>	<b>100.00%</b>	<b>-33.33%</b>

<u>Total Estimated Building Fire Loss</u>	<u>Amount</u>	<u>Percent</u>	<u>Previous Year</u>	<u>Previous Percent*</u>	<u>Change*</u>
Building Value	\$160,359,167.00	71.43%	\$98,518,018.00	71.43%	62.77%
Content Value	\$64,143,666.80	28.57%	\$39,407,207.20	28.57%	62.77%
<b>Total Value</b>	<b>\$224,502,833.80</b>	<b>100.00%</b>	<b>\$137,925,225.20</b>	<b>100.00%</b>	<b>62.77%</b>
Building Loss	\$1,154,140.00	0.72%	\$1,223,201.00	1.24%	-5.65%
Contents Loss	\$704,070.00	1.10%	\$734,367.00	1.86%	-4.13%
<b>Total Loss</b>	<b>\$1,858,210.00</b>	<b>1.82%</b>	<b>\$1,957,568.00</b>	<b>3.11%</b>	<b>-5.08%</b>
<b>Total Saved</b>	<b>\$158,500,957.00</b>	<b>98.18%</b>	<b>\$96,560,450.00</b>	<b>96.89%</b>	<b>64.15%</b>
<b>Operational Efficiency</b>		<b>98.18%</b>		<b>96.89%</b>	

\* Similarities are a mathematical coincidence.



**ANNUAL REPORT  
2015**

**TROY =  
= FIRE**

Response Time Analysis

<u>Fire Dept. Emergency Response *</u>	<u>Count</u>	<u>Cumulative Response</u>	<u>Percent</u>	<u>Cumulative Percent</u>
0 - 1 Minute	2	2	0.36%	0.36%
1 - 2 Minutes	7	9	1.26%	1.62%
2 - 3 Minutes	17	26	3.07%	4.69%
3 - 4 Minutes	48	74	8.66%	13.36%
4 - 5 Minutes	59	133	10.65%	24.01%
5 - 6 Minutes	77	210	13.90%	37.91%
6 - 7 Minutes	55	265	9.93%	47.83%
7 - 8 Minutes	67	332	12.09%	59.93%
8 - 9 Minutes	63	395	11.37%	71.30%
9 - 10 Minutes	50	445	9.03%	80.32%
10 + Minutes	109	554	19.68%	100.00%
<b>Total Emergency Responses</b>	<b>554</b>		<b>50.32% of total responses</b>	
<b>Total Nonemergency Responses</b>	<b>547</b>		<b>49.68% of total responses</b>	
<b>Total Responses</b>	<b>1101</b>			

*\* Dispatch to arrival as recorded by the dispatch center for apparatus response prior to downgrade.*

<u>Dispatch Emergency Processing **</u>	<u>Count</u>	<u>Cumulative Response</u>	<u>Percent</u>	<u>Cumulative Percent</u>
0 - 1 Minute	260	260	43.33%	43.33%
1 - 2 Minutes	231	491	38.50%	81.83%
2 - 3 Minutes	61	552	10.17%	92.00%
3 - 4 Minutes	22	574	3.67%	95.67%
4 - 5 Minutes	13	587	2.17%	97.83%
5 - 6 Minutes	5	592	0.83%	98.67%
6 - 7 Minutes	2	594	0.33%	99.00%
7 - 8 Minutes	2	596	0.33%	99.33%
8 - 9 Minutes	0	596	0.00%	99.33%
9 - 10 Minutes	1	597	0.17%	99.50%
10 + Minutes	3	600	0.50%	100.00%
<b>Total Emergency Incidents</b>	<b>600</b>			

*\*\* Receipt of call to dispatch as recorded by the dispatch center. May include cancellations after dispatch or downgrade prior to arrival.*



## ANNUAL REPORT 2015

**TROY =  
= FIRE**

<u>Activities Performed</u>	<u>Count</u>	<u>Percent</u>	<u>Previous Year</u>	<u>Change</u>
Fire Station Service Requests	539	36.74%	854	-36.89%
Fire Investigations	51	3.48%	42	21.43%
In-Service Training Provided	773	52.69%	475	62.74%
Specialty Team Training Provided	53	3.61%	89	-40.45%
Fire Academy Training Provided *	51	3.48%	51	0.00%
<b>Subtotal</b>	<b>1,467</b>	<b>100.00%</b>	<b>1,511</b>	<b>-2.91%</b>
Plans Reviewed	807	4.64%	887	-9.02%
Permits Issued	547	3.14%	595	-8.07%
Inspections	2,429	13.96%	2,724	-10.83%
Violations Issued	2,087	11.99%	1,462	42.75%
Violations Cleared	1,472	8.46%	863	70.57%
Hydrant Flow Tests Conducted	29	0.17%	39	-25.64%
Public Education Programs	72	0.41%	118	-38.98%
Public Education Participants	8,389	48.21%	8,550	-1.88%
HAPIS Computer Entries	47	0.27%	701	-93.30%
Alarms Registered **	884	5.08%	853	3.63%
Knox Box Updates	639	3.67%	438	N/A
<b>Subtotal</b>	<b>17,402</b>	<b>100.00%</b>	<b>17,230</b>	<b>1.00%</b>
<b>Total Activities</b>	<b>18,869</b>		<b>18,741</b>	<b>0.68%</b>

\* North Oakland Fire Academy

\*\* Paid registrations

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<u>Activity Time</u>	<u>Hours</u>	<u>Percent</u>	<u>Previous Year</u>	<u>Change</u>
Administrative ***	1,720.84	5.28%	2,289.10	-24.82%
Fire Prevention ***	6,881.42	21.10%	5,538.05	24.26%
Supportive / Other ***	5,913.92	18.13%	5,408.04	9.35%
Training ****	18,100.00	55.49%	16,291.00	11.10%
<b>Total Hours</b>	<b>32,616.18</b>	<b>100.00%</b>	<b>29,526.19</b>	<b>10.47%</b>

\*\*\* Career staff-hours only. Does not include leave time.

\*\*\*\* Includes staff hours + volunteer hours



## ANNUAL REPORT 2015

**TROY =  
= FIRE**

### Staffing

<u>Volunteer</u>	<u>Station 1</u>	<u>Station 2</u>	<u>Station 3</u>	<u>Station 4</u>	<u>Station 5</u>	<u>Station 6</u>	<u>Total</u>	<u>Change</u>
2011	29	27	28	31	29	24	168	NA
2012	27	27	26	29	31	25	165	-1.79%
2013	25	27	24	27	29	27	159	-3.64%
2014	25	24	25	27	29	26	156	-1.89%
2015	25	23	24	26	28	27	153	-1.92%
<u>5 Yr. Avg.</u>	21.2	21.0	20.6	22.8	23.6	20.4	160.2	-1.85%
<u>2 Yr. Avg.</u>	25.0	25.5	24.5	27.0	29.0	26.5	154.5	-1.90%

<u>Career</u>	<u>Chief</u>	<u>Assistant Chief</u>	<u>Staff Lieutenant</u>	<u>Staff Technician</u>	<u>Secretary</u>	<u>Total</u>	<u>Change</u>
2011	1	2	6	2	1	12	NA
2012	1	1	5	3	1	11	-8.33%
2013	1	1	5	3	1	11	0.00%
2014	1	1	4	3	1	10	-9.09%
2015	1	1	4	5	1	12	20.00%
<u>5 Yr. Avg.</u>	0.8	1.0	4.0	2.2	1.0	11.2	0.52%
<u>2 Yr. Avg.</u>	1.0	1.0	4.5	3.0	1.0	11.0	5.45%



**ANNUAL REPORT  
2015**

**TROY =  
= FIRE**

<u>Station</u>	<u>Incident Category</u>	<u>Incident Count</u>	<u>Percent of Category</u>	<u>Percent of Total Count</u>	<u>Previous Year Count</u>	<u>Change</u>
1	Fire	32	19.16%	2.91%	28	14.29%
	Rescue/Extrication	11	23.40%	1.00%	5	120.00%
	False Alarm	66	14.86%	5.99%	84	-21.43%
	All Other	66	14.90%	5.99%	85	-22.35%
	<b>Sub Total</b>	<b>175</b>	<b>15.89%</b>	<b>15.89%</b>	<b>202</b>	<b>-13.37%</b>
2	Fire	18	10.78%	1.63%	14	28.57%
	Rescue/Extrication	3	6.38%	0.27%	4	-25.00%
	False Alarm	37	8.33%	3.36%	58	-36.21%
	All Other	71	16.03%	6.45%	61	16.39%
	<b>Sub Total</b>	<b>129</b>	<b>11.72%</b>	<b>11.72%</b>	<b>137</b>	<b>-5.84%</b>
3	Fire	44	26.35%	4.00%	33	33.33%
	Rescue/Extrication	12	25.53%	1.09%	13	-7.69%
	False Alarm	126	28.38%	11.44%	118	6.78%
	All Other	95	21.44%	8.63%	85	11.76%
	<b>Sub Total</b>	<b>277</b>	<b>25.16%</b>	<b>25.16%</b>	<b>249</b>	<b>11.24%</b>
4	Fire	26	15.57%	2.36%	34	-23.53%
	Rescue/Extrication	13	27.66%	1.18%	35	-62.86%
	False Alarm	105	23.65%	9.54%	136	-22.79%
	All Other	64	14.45%	5.81%	77	-16.88%
	<b>Sub Total</b>	<b>208</b>	<b>18.89%</b>	<b>18.89%</b>	<b>282</b>	<b>-26.24%</b>
5	Fire	25	14.97%	2.27%	10	150.00%
	Rescue/Extrication	2	4.26%	0.18%	3	-33.33%
	False Alarm	29	6.53%	2.63%	46	-36.96%
	All Other	30	6.77%	2.72%	45	-33.33%
	<b>Sub Total</b>	<b>86</b>	<b>7.81%</b>	<b>7.81%</b>	<b>104</b>	<b>-17.31%</b>
6	Fire	15	8.98%	1.36%	17	-11.76%
	Rescue/Extrication	6	12.77%	0.54%	4	50.00%
	False Alarm	52	11.71%	4.72%	53	-1.89%
	All Other	74	16.70%	6.72%	53	39.62%
	<b>Sub Total</b>	<b>147</b>	<b>13.35%</b>	<b>13.35%</b>	<b>127</b>	<b>15.75%</b>
8 *	Fire	7	4.19%	0.64%	7	0.00%
	Rescue/Extrication	0	0.00%	0.00%	0	0.00%
	False Alarm	29	6.53%	2.63%	43	-32.56%
	All Other	43	9.71%	3.91%	31	38.71%
	<b>Sub Total</b>	<b>79</b>	<b>7.18%</b>	<b>7.18%</b>	<b>81</b>	<b>-2.47%</b>
<b>Total</b>		<b>1101</b>	<b>100.00%</b>	<b>100.00%</b>	<b>1182</b>	<b>-6.85%</b>

\* Administrative staff followup; investigations; duty officer response.



**ANNUAL REPORT  
2015**

**TROY =  
= FIRE**

Supplemental

<u>Valid Alarm Activations</u>	<u>Count</u>	<u>Percent of Total Incidents</u>	<u>Previous Year</u>	<u>Change</u>
Cooking Related	26	2.39%	34	-23.53%
Fire	4	0.37%	5	-20.00%
Smoke	10	0.92%	5	100.00%
Overheat	0	0.00%	0	0.00%
Electrical	0	0.00%	0	0.00%
<b>Total Valid Alarms</b>	<b>40</b>	<b>3.82% of Total Incidents</b>	<b>44</b>	<b>-9.09%</b>
		<b>8.26% of Total Alarm Activations</b>		

<u>False Alarm Activations</u>	<u>Count</u>	<u>Percent of Total Incidents</u>	<u>Previous Year</u>	<u>Change</u>
Unintentional	247	22.66%	359	-31.20%
Malfunction	197	18.07%	176	11.93%
Other	0	0.00%	3	-300.00%
Malicious	0	0.00%	1	-100.00%
<b>Total False Alarms</b>	<b>444</b>	<b>42.45% of Total Incidents</b>	<b>539</b>	<b>-17.63%</b>

<u>Fires With Significant Loss *</u>	<u>Date</u>	<u>Resources</u>	<u>Alarms</u>	<u>Estimated Loss**</u>	<u>Summary</u>
4755 Rochester Rd.	2/6/2015	Sta. 2; Sta. 1; R4; AT3	1	\$150,000.00	Commerical/Industrial
6544 Merrick Dr.	4/28/2015	Sta. 2; Sta. 6; Sta. 5; R4; AT3	2	\$242,905.00	Single Family Residential
615 Trombley St.	9/26/2015	Sta. 1; Sta. 3; Sta. 4	2	\$230,500.00	Single Family Residential
5240 Dayton Dr.	10/7/2015	Sta. 5; Sta. 2; R4; AT3	1	\$169,625.00	Single Family Residential
1300 Coolidge Hwy.	11/4/2015	Sta. 3; Sta. 6; Sta. 1; R4	2	\$185,000.00	Commercial/Storage

<u>Mutual Aid</u>	<u>Count</u>	<u>Provided</u>	<u>Received</u>	<u>Type</u>
Auburn Hills	4	4		Assist/Fill-In
Bloomfield Hills	3	3		Assist/Fill-In
Clawson	1		1	Fill-in
Clawson	2	2		Assist
Rochester Hills	22	22		Assist/Fill-In

\* \$100,000.00 or greater

\*\*Estimated Replacement Cost of Real & Personal Property



## ANNUAL REPORT 2015

**Alliance  
Mobile  
Health**

### Advanced Life Support (ALS)\*

Priority 1 (emergent) Requests	3,903
Priority 3 (non emergent) Requests	3,937
<b>Total Ambulance Requests</b>	<b>7,840</b>

Cancelations, Refusals, No Patients	3,011
Transports	4,828

Priority 1 Responses	3,903
Calls Cancelled Enroute	405
Exceptions Affecting Response Times	425
Weather	99
Construction	88
Location Change	61
Second Ambulance Response	7
Unsecure Scene	31
Priority Change	99
Expressway Response	17
Other	23

Exceptions & Cancellations	830
<b>Valid Priority 1 Responses</b>	<b>3,073</b>
Responses Over 8 minutes	264
Responses Under 8 minutes	2,809
<b>Response Time Compliance of 8 min. of Less</b>	<b>92%</b>
Average Priority 1 Response Time	0:05:58
Average Priority 3 Response Time	0:11:02

Patient Condition at Time of Transport	
Critical	37
Unstable	673
Stable	4,118
	4,829

Evidentiary Blood Draw	149
------------------------	-----

### Paramedic First Responder (PFR)\*

Priority 1 (emergent) Requests	3,843
Priority 3 (non emergent) Requests	1,030
<b>Total PFR Requests</b>	<b>4,872</b>

Cancelations	646
--------------	-----

Priority 1 Responses	3,843
Calls Cancelled Enroute	435
Exceptions Affecting Response Times	431
Weather	122
Construction	110
Location Change	41
Second Unit Response	14
Unsecure Scene	33
Priority Change	76
Expressway Response	33
Other	2

Exceptions & Cancellations	868
<b>Valid Priority 1 Responses</b>	<b>2,977</b>
Responses Over 5 minutes	291
Responses Under 5 minutes	2,986
<b>Response Time Compliance of 5 min. of Less</b>	<b>91%</b>
Average Priority 1 Response Time	0:03:53
Average Priority 3 Response Time	0:07:12

Carbon Monoxide Checks	62
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\*Emergency Medical Services provided under contract by **Alliance Mobile Health**. Information provided by AMH.

Good afternoon Chief Roberts,

P-03a

We wanted to Thank you  
for your generous support of  
our Event on March 6, 2016.  
Our Guests loved the fire truck.  
It was so kind of your  
Staff to come out and  
let the kids see the truck.  
We are truly humbled to  
be part of this great City.  
From all of us at Granite  
City - we thank you for  
your partnership.

*Ym*  
Dawn Regan  
Rebecca Bullock



Lance Koch  
General Manager

LKoch@gcfb.net

DIRECT 248.519.1040  
MOBILE 810.523.0691  
FAX 248.519.1043

699 W. BIG BEAVER ROAD • TROY, MI 48084



Dawn Regan  
Event Coordinator

Troyevents@gcfb.net

DIRECT 248.519.1040  
MOBILE 313.910.8630  
FAX 248.519.1043

699 W. BIG BEAVER • TROY, MI 48084





Richard Machesky, Ph.D., Superintendent

**Morse Elementary School**

*An International Baccalaureate World School*

475 Cherry  
Troy, Michigan 48083  
248.823.3200  
248.823.3213 Fax

February 25, 2016

Dear Chief Mayer-

**Stephanie K. Zendler Ed.S, Principal**



POLICE OFFICER GAIL JASAK  
GAIL - WHAT A GREAT LETTER RECOGNIZING  
YOUR WORK. THANKS FOR ALL YOU DO.  
I AM PROUD OF YOUR WORK  
Gail

This evening was an incredible night at the Troy Community Center where the Troy Community Coalition honored some of Troy's incredible kids from our schools and community. One of my Morse students, fourth grader J. \_\_\_\_\_ was recognized as an incredible kid for the improvements that he's made in both behavior and work completion in the last few weeks. As a seasoned principal, and fairly expert behaviorist, I have to admit that prior to Officer Jasak's involvement in J. \_\_\_\_\_ school life, I was at the end of my bag of tricks. It was after a particularly frustrating morning with J. \_\_\_\_\_, that the idea to call Officer Jasak crossed my mind. Officer Jasak arrived and provided the perfect mix of reality (sharing with J. \_\_\_\_\_ that if he continued to destroy the property in the office as he had been, he could get in trouble legally) and encouragement (that she knew he was a good kid, and could make better choices). Officer Jasak formed an immediate bond with J. \_\_\_\_\_, and made an appointment to follow up with him on his progress. The two have connected several times since, and he was beaming both at the nomination and that she was there to see him be honored.

Officer Jasak's influence is strong and positive with J. \_\_\_\_\_, and that is an amazing start for a student who struggles in so many ways. However, it isn't the first time that Officer Jasak has made a strong and positive impact on my building and its students and community. While Officer Jasak certainly "does the job" of the school resource officer, by assisting with crisis drills and supporting the schools in partnership with law enforcement, that's not the most important work that she has done for us. Officer Jasak has been there for the "real" crisis- when our building was in code yellow for over two hours. It was Officer Jasak who coordinated information, calmed nerves and guided us in keeping our kids safe. Officer Jasak has also reached out to us, being proactive about her role in our school. When she learned that we'd opened a Great Start Readiness Program preschool classroom, she approached us to present to our students and offer a police car "tour". She even handled well a terrified four year old that ran from her when he was scared to see in the car! Officer Jasak has already approached my staff and I regarding our summer programming in our Title One summer school, wanting to be sure that we utilize her to support our students and their families during the summer months. Of course we'll be taking her up on the offer to present to our students and even perhaps mentor a book club on a text related to a career in law enforcement!

It's my opinion that all folks who do incredible work deserve to be recognized- and Officer Jasak does incredible work worth recognition. Recognition also goes to you for supporting the school resource officer position and putting a quality officer in the job! Thank you for Officer Jasak and I hope that she, too knows the incredible impact she makes in our school and in our community.

Respectfully submitted.

Mrs. Stephanie Zendler Ed.S  
Principal Morse Elementary

A handwritten signature in blue ink that reads "Stephanie K. Zendler".



# Den 4 Cub Scout Pack 1627

March 1, 2016

RECEIVED  
CHIEF OF POLICE  
*Gay Meyer*

Troy Police Department  
Officer Gail Jasak  
500 W. Big Beaver  
Troy, MI 48084

*POLICE OFFICER GAIL JASAK  
GAIL- THANK YOU FOR YOUR CONTINUOUS  
GOOD WORK WITH OUR YOUTH AND  
SCHOOL SAFETY. YOU ARE A GREAT  
REPRESENTATIVE OF TROY P.D.*

On behalf of Cub Scout Pack 1627, I would like to extend our appreciation to the Troy Police Department and in particular Officer Jasak for coordinating a police station tour and demonstrating to us how officers collect evidence, what we can do to be safe and how to get help in an emergency.

All the cub scouts including their siblings enjoyed the tour of the call center and especially the juvenile detention area.

Thank you so much for all your help in coordinating this event and helping the scouts earn their safety requirement for the Cub Scout program and please pass on our appreciation to Officer Barrows for assisting and making this event a memorable one for the boys.

Sincerely,

*MA*  
Tony Antwan  
Den Leader

*JACKSON*

*DAVE*

*@rant*

*NOAH*

*Gavin  
Calvert*

*BRADY  
STEPHEN*

*HENRY*



Kenneth L. Carlson

Clawson, MI 48017-1463  
February 22, 2016

Troy Police Department  
500 West Big Beaver  
Troy, MI 48084

To the Chief of Police, Gary G. Mayer:

I wish to give my utmost appreciation to one of your police officers who came to my aid on February 16, 2016

My tire went flat as I turned east onto Wattles Road from going northbound on Livernois. It was after dark and I pulled over to the side of the road. I had my right turn indicator blinking and just started to contact AAA Emergency on my cell phone when Officer Mellisa Raymer pulled up behind me with the lights flashing. She came up on the right side of my vehicle and asked if I needed help. I told her that I was concerned about ruining my tire if I moved my car into a driveway further east of where I was stopped. I realized that the road narrowed where I was located and traffic was busy.

AAA arrived in about 20-30 minutes and quickly changed the tire with the emergency spare. Officer Raymer remained behind my vehicle with lights flashing until the tire was changed. There was another patrol car that was also behind Officer Raymer's for a short time.

I greatly appreciated the protection she provided for my wife and me, along with the AAA emergency repair man. The emergency repair man seemed personally anxious about being on the left side of my car next to the traffic to replace the tire as traffic was moving quickly.

Again, I so appreciate the additional protection and concern, and I wish to thank Officer Raymer and all of you who put your lives on the line 24/7 for all of us!!!

With heartfelt gratitude,



Ken Carlson



POLICE OFFICER MELISSA RAYMER -  
THANK YOU FOR ASSISTING MR. CARLSON AND REPRESENTING  
US ALL SO WELL.  

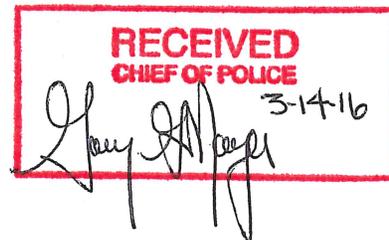

POLICE OFFICERS JOSEPH MOUCH  
BEN HANCOCK

THANK YOU BOTH FOR YOUR ASSISTANCE  
TO MRS. VANDERBRIK IN DEALING WITH THE DEATH  
OF HER HUSBAND.

SHE APPRECIATES YOUR CPR EFFORTS AND  
YOUR PROFESSIONAL CARING ATTITUDES.

I APPRECIATE YOUR EFFORT.

Gay



Dear Sir,

First, I apologize for the delay  
in thanking you and your staff.

On Sunday morning, Nov. 8, 2015,  
I awoke to find my husband of  
53 years non-responsive and cold.  
I called 911 & was instructed to  
begin CPR & to unlock my front door.  
Within a minute, Officer Mouch &  
his partner arrived & took over CPR.  
They were followed closely by  
Alliance Health care.

Your officers were kind,  
considerate, knowledgeable, caring,  
professional and compassionate.  
When they learned I was taking  
Jim out of state for services/burial  
they gave me suggestions on how  
to keep my house safe.

Thank you.

Sincerely,  
Sue Vanderbrink