

CITY COUNCIL

AGENDA

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

CALL TO ORDER 1

Invocation & Pledge Of Allegiance – Rev. Hoon Kyoung Lee – Korean United Methodist 1

ROLL CALL 1

A-1 Minutes: Special Meetings of [February 25, 2002](#) and [February 27, 2002](#); Regular Meeting of [March 4, 2002](#) and Special Meetings of [March 5, 2002](#) and [March 7, 2002](#) 1

PUBLIC HEARINGS 1

C-1 Request for a Plant Rehabilitation District (PRD) for Tire Wholesalers Company, Inc. at 1783 E 14 Mile Rd. 1

C-2 Request for an Industrial Facilities Exemption Certificate (IFEC) for Tire Wholesalers Company, Inc. at 1783 E 14 Mile Rd. (a) Approve IFEC With a Taxable Value Not to Exceed \$340,210.00 and (b) Approve IFEC With a Taxable Value Not to Exceed \$700,000.00 2

C-3 Proposed Rezoning (Z-677) – Grace Christian Learning Center, East Side of John R and North of Big Beaver - 0.42 Acres - Section 24 - R-1E to P-1 4

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CONSENT AGENDA 5

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CALL TO ORDER

Invocation & Pledge Of Allegiance – Rev. Hoon Kyoung Lee – Korean United Methodist

ROLL CALL

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

A-1 Minutes: Special Meetings of February 25, 2002 and February 27, 2002; Regular Meeting of March 4, 2002 and Special Meetings of March 5, 2002 and March 7, 2002

Suggested Resolution

Resolution #2002-03-

Moved by

Seconded by

RESOLVED, That the Minutes of the 7:30 PM Special Meetings of February 25, 2002 and February 27, 2002; the 7:30 PM Regular Meeting of March 4, 2002, and the 7:30 PM Special Meeting of March 5, 2002 and 5:00 PM Special Meeting of March 7, 2002 be approved.

Yes:

No:

PUBLIC HEARINGS

C-1 Request for a Plant Rehabilitation District (PRD) for Tire Wholesalers Company, Inc. at 1783 E 14 Mile Rd.

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

Suggested Resolution

Resolution #2002-03-

Moved by

Seconded by

RESOLVED, That the City Council of the City of Troy hereby establishes a Plant Rehabilitation District (PRD) for Tire Wholesalers Company, Inc., for property known as 1783 E 14 Mile Road,

Troy, MI 48083, Parcel #88-20-36-476-037, in accordance with City Council Policy Resolution #2000-412; and

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

Yes:

No:

C-2 Request for an Industrial Facilities Exemption Certificate (IFEC) for Tire Wholesalers Company, Inc. at 1783 E 14 Mile Rd. (a) Approve IFEC With a Taxable Value Not to Exceed \$340,210.00 and (b) Approve IFEC With a Taxable Value Not to Exceed \$700,000.00

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

Suggested Resolution

Resolution #2002-03-

Moved by

Seconded by

(a) Resolution A – Approve IFEC With a Taxable Value Not to Exceed \$340,210.00

WHEREAS, After due notice and proper hearing, the City Council of the City of Troy on March 18, 2002 created a Plant Rehabilitation District (PRD) for property known as 1783 E 14 Mile Road, Real Property #88-20-36-476-037; and

WHEREAS, An application has been submitted by Tire Wholesalers Company, Inc., for an Industrial Facilities Exemption Certificate (IFEC) for the real property at 1783 E 14 Mile Road for 12 years; and

WHEREAS, After due and proper notice by the City Clerk, the City Council on March 18, 2002, held a Public Hearing giving opportunity for comment by all taxing units as to the possibility that the granting of an Industrial Facilities Exemption Certificate (IFEC) for Tire Wholesalers Company, Inc., at 1783 E 14 Mile Road may have the effect of substantially impeding the operation of the taxing unit or impairing the financial soundness of the taxing unit.

NOW, THEREFORE, BE IT RESOLVED, By the City Council of the City of Troy, that it has found that the granting of the Industrial Facilities Exemption Certificate (IFEC) for Tire Wholesalers Company, Inc., at 1783 E 14 Mile Road shall not substantially impede the operation of the City of Troy nor has it been found that the granting of the Certificate will impair the financial soundness of a taxing unit which levies property taxes on said property; and

BE IT FURTHER RESOLVED, That the application for an Industrial Facilities Exemption Certificate (IFEC) for Tire Wholesalers Company, Inc., at 1783 E 14 Mile Road, Real Property Parcel #88-20-36-476-037, be hereby approved for real property for a term not to exceed _____ years, and a Taxable Value Amount not to exceed \$340,210.00, contingent upon the execution of a Letter of Agreement between the City of Troy and Tire Wholesalers Company,

Inc., in accordance with City Council Policy Resolution #83-555, as amended on December 18, 2000; and

BE IT FURTHER RESOLVED, That the Mayor and City Clerk are authorized to execute the Letter of Agreement between the City of Troy and Tire Wholesalers Company, Inc., a copy of which shall be attached to the original Minutes of this meeting; and

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

OR

(b) Resolution B – Approve IFEC With a Taxable Value Not to Exceed \$700,000.00

WHEREAS, After due notice and proper hearing, the City Council of the City of Troy on March 18, 2002 created a Plant Rehabilitation District (PRD) for property known as 1783 E 14 Mile Road, Real Property #88-20-36-476-037; and

WHEREAS, An application has been submitted by Tire Wholesalers Company, Inc., for an Industrial Facilities Exemption Certificate (IFEC) for the real property at 1783 E 14 Mile Road for 12 years; and

WHEREAS, After due and proper notice by the City Clerk, the City Council on March 18, 2002, held a Public Hearing giving opportunity for comment by all taxing units as to the possibility that the granting of an Industrial Facilities Exemption Certificate (IFEC) for Tire Wholesalers Company, Inc., at 1783 E 14 Mile Road may have the effect of substantially impeding the operation of the taxing unit or impairing the financial soundness of the taxing unit; and

NOW, THEREFORE, BE IT RESOLVED, By the City Council of the City of Troy, that it has found that the granting of the Industrial Facilities Exemption Certificate (IFEC) for Tire Wholesalers Company, Inc., at 1783 E 14 Mile Road shall not substantially impede the operation of the City of Troy nor has it been found that the granting of the Certificate will impair the financial soundness of a taxing unit which levies property taxes on said property; and

BE IT FURTHER RESOLVED, That the application for an Industrial Facilities Exemption Certificate (IFEC) for Tire Wholesalers Company, Inc., at 1783 E 14 Mile Road, Real Property Parcel #88-20-36-476-037, be hereby approved for real property for a term not to exceed _____ years, and a Taxable Value Amount not to exceed \$700,000.00, contingent upon the execution of a Letter of Agreement between the City of Troy and Tire Wholesalers Company, Inc., in accordance with City Council Policy Resolution #83-555, as amended on December 18, 2000; and

BE IT FURTHER RESOLVED, That the Mayor and City Clerk are authorized to execute the Letter of Agreement between the City of Troy and Tire Wholesalers Company, Inc., a copy of which shall be attached to the original Minutes of this meeting; and

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

Yes:

No:

C-3 Proposed Rezoning (Z-677) – Grace Christian Learning Center, East Side of John R and North of Big Beaver - 0.42 Acres - Section 24 - R-1E to P-1

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

Suggested Resolution

Resolution #2002-03-

Moved by

Seconded by

RESOLVED, That the R-1E to P-1 rezoning request of 0.42 acres, part of Lot 67 Big Beaver Poultry Farms Subdivision, located on the east side of John R Road and north of Big Beaver Road, is hereby approved, as recommended by City Management and by the Planning Commission.

Yes:

No:

VISITOR COMMENTS

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

CONSENT AGENDA

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

E-1 Approval of Consent Agenda

Suggested Resolution

Resolution #2002-03-

Moved by

Seconded by

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

Yes:
No:

E-2 Request for Public Hearing: Community Development Block Grant (CDBG) Re-programming of Year 2000 Funds

Suggested Resolution

Resolution #2002-03-

RESOLVED, That a Public Hearing be scheduled before Troy City Council on April 22, 2002 to re-program the unexpended Year 2000 funds.

E-3 Michigan Municipal League Membership Dues

Suggested Resolution

Resolution #2002-03-

RESOLVED, That the annual membership dues to the Michigan Municipal League (MML) are hereby approved in the amount of \$12,522.00 for the membership period of May 1, 2002 – April 30, 2003.

E-4 Standard Purchasing Resolution 1: Award to Low Bidder – Liquid Calcium Chloride

Suggested Resolution

Resolution #2002-03-

RESOLVED, That a contract to provide one-year requirements of liquid calcium chloride with an option to renew for one additional year is hereby awarded to the low bidder, Michigan Chloride Sales, Inc., at unit prices contained in the bid tabulation opened March 6, 2002, a copy of which shall be attached to the original Minutes of this meeting at an estimated total cost of \$45,900.00; and

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

E-5 Expired and Abandoned Industrial Development Districts, and Industrial Facilities Exemption CertificatesSuggested Resolution

Resolution #2002-03-

WHEREAS, The City Council of the City of Troy had formerly established Industrial Development Districts (IDD's), and granted Industrial Facilities Exemption Certificates (IFEC's) for Certificate #'s 87-538, 88-611, 93-620, 95-481, and 97-417; and

WHEREAS, The certificates have expired or the projects have been abandoned.

THEREFORE, BE IT RESOLVED, That the City Council of the City of Troy hereby vacates the Industrial Development Districts established at 894 Maplelawn (IFEC #87-538), 2927 Elliott (IFEC #88-611), 1360 E Big Beaver (IFEC #93-620), 1100 W Maple (IFEC #95-481) and 1788 Northwood (IFEC #97-417), all located in the City of Troy, County of Oakland, State of Michigan; and

THEREFORE, BE IT FURTHER RESOLVED, That the City Council of the City of Troy also rescinds and revokes the following abandoned or expired Industrial Facilities Exemption Certificates (IFEC's) being Certificates #'s 87-538, 88-611, 93-620, 95-481, and 97-417; and

BE IT FINALLY RESOLVED, That a copy of this resolution shall be forwarded to the Michigan State Tax Commission by certified mail.

E-6 Revision of Verizon Agreement for Co-LocationSuggested Resolution

Resolution #2002-03-

RESOLVED, That the Revised Agreement for Co-location between the City of Troy and Verizon Wireless, is hereby approved, and the Mayor and City Clerk are authorized to execute the document, and a copy is to be attached to the original Minutes of this meeting.

E-7 Maple Road Widening AgreementsSuggested Resolution

Resolution #2002-03-

RESOLVED, That the Agreement for the Preliminary Engineering Agreement for Right-of-Way Acquisition and the Agreement for the Construction for Widening of Maple Road, from South Eton Street to Coolidge Road, between the City of Troy and the City of Birmingham, are hereby approved, and the Mayor and City Clerk are authorized to execute the documents, and copies are to be attached to the original Minutes of this meeting.

E-8 Standard Resolution 1: Award to Low Bidder – Rochester Road and Stephenson Highway Water Main Replacement – Contract 02-1Suggested Resolution

Resolution #2002-03-

RESOLVED, That Contract No. 02-1 – Rochester Road and Stephenson Highway Water Main Replacement is hereby awarded to the low bidder, C&P Construction, Inc., 13429 West Star Drive, Shelby Township, MI 48315 at unit prices contained in the bid tabulation opened February 19, 2002, a copy of which shall be attached to the original Minutes of this meeting, at an estimated total cost of \$1,729,725.00.

BE IT FURTHER RESOLVED, That the award is contingent upon contractor submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements, and if additional work is required that could not be foreseen, such additional work is authorized in an amount not to exceed 10% of the original project cost.

E-9 Standard Resolution 1: Award to Low Bidder – Wattles Road Ditch EnclosureSuggested Resolution

Resolution #2002-03-

RESOLVED, That a change order to Contract 01-10, Dennis Powers Drain, for the installation of the Wattles Road Ditch Enclosure Project in Section 17 be awarded to the lowest bidder, Giannetti Contracting, Inc. for the estimated cost of \$164,239.90 at unit prices contained in the tabulation of bids opened March 1, 2002, a copy of which shall be attached to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That authorization is granted to add work due to unforeseen circumstances, which is not to exceed 10% of the original project cost. The project will be paid out of the Capital Drains Account.

E-10 Standard Purchasing Resolution 1: Award to Low Bidder – Storage Buildings for the Department of Public Works

Suggested Resolution
Resolution #2002-03-

RESOLVED, That a contract to design, construct, and install two (2) pre-engineered steel clear-span storage buildings for the Department of Public Works at 4693 Rochester Road is hereby awarded to the low bidder REB Construction Services, Inc. at an estimated total cost of \$469,083.00; and

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

E-11 Rescind and Revise – Resolution #2001-11-519-E-6 – Award for Electric Golf Cars for Sylvan Glen Golf Course

Suggested Resolution
Resolution #2002-03-

RESOLVED, That a contract to furnish the purchase of sixty-five (65) Electric Golf Cars including maintenance less fifty (50) trade-ins is hereby awarded to the lowest acceptable bidder meeting specifications, Club Car, Inc., at an estimated total purchase cost of \$154,544.00; and

BE IT FURTHER RESOLVED, That the Mayor and the City Clerk are authorized to execute the agreements pertaining to this purchase.

REGULAR BUSINESS

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

F-1 Appointments to Boards and Committees: (a) Advisory Committee for Persons with Disabilities; (b) Advisory Committee for Senior Citizens; (c) Board of Zoning Appeals; (d) Brownfield Redevelopment Authority; (e) Charter Revision Committee; (f) Economic Development Corporation; (g) Historic District Commission; (h) Library Committee; (i) Liquor Committee; (j) Personnel Board; (k) Planning Commission; and (l) Traffic Committee

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

(a) Advisory Committee for Persons with Disabilities Council Appointment

_____ Alternate Term expires 11-01-2003

(b) Advisory Committee for Senior Citizens Council Appointment

_____ Term Expires 04-30-2005

_____ Term Expires 04-30-2005

_____ Term Expires 04-30-2005

(c) Board of Zoning Appeals Council Appointment

_____ Term Expires 04-30-2005

_____ Term Expires 04-30-2005

(d) Brownfield Redevelopment Authority Mayor, Council Approval

_____ Term Expires 04-30-2005

_____ Term Expires 04-30-2005

_____ Term Expires 04-30-2005

(e) Charter Revision Committee Council Appointment

_____ Term Expires 04-30-2005

_____ Term Expires 04-30-2005

(f) Economic Development Authority Mayor, Council Approval

_____ Alternate Term Expires 11-01-2003

(g) Historic District Commission Council Appointment

_____ Term Expires 03-01-2004

_____ Term Expires 03-01-2005

_____ Term Expires 03-01-2005

(h) Library Committee Council Appointment

_____ Student Rep Term Expires 07-01-2002

_____ Term Expires 04-30-2005

_____ Term Expires 04-30-2005

(i) Liquor Committee Council Appointment

_____ Student Rep Term Expires 07-01-2002

_____ Unexpired Term Expires 01-31-2003

(j) Personnel Board Council Appointment

_____ Term Expires 04-30-2005

_____ Term Expires 04-30-2005

(k) Planning Commission Mayor, Council Approval

_____ Term Expires 12-31-2004

(l) Traffic Committee

Council Appointment

_____ Student Rep Term Expires 07-01-2002

Yes:

No:

F-2 Closed Session

Suggested Resolution

Resolution #2002-03-

Moved by

Seconded by

RESOLVED, That the City Council of the City of Troy shall meet in Closed Session as permitted by State Statute MCLA 15.268, Section (e) (City of Troy v Ronald Theuer, City of Troy v Gregory & Alissa Murphy, City of Troy v Frank & Nancy Winay, City of Troy v John & Mary Potter, City of Troy v KAE Investment Company, City of Troy v Bobbie Hammond, City of Troy v Keith & Jill Howard, City of Troy v Ron & Diane Bonin and Phoenix Management v City of Troy), after adjournment of this meeting.

Yes:

No:

F-3 Bid Extension – Service Maintenance Contract for Irrigation Pumps and Electrical/Mechanical Pump Control Components – Sylvan Glen Golf Course

Suggested Resolution

Resolution #2002-03-

Moved by

Seconded by

WHEREAS, On January 22, 1996 a contract was awarded to Pump, Pipe & Power Company (formerly known as NJK Associates, Inc.) for pump maintenance (Resolution #96-60), with the option to renew the contract exercised on April 13, 1998 (Resolution 98-174-C-5a), then extended February 7, 2000 and February 19, 2001 (Resolution #2000-55-E8b and #2001-02-107 respectfully); and

WHEREAS, Pump, Pipe & Power Company has again agreed to extend the contract for an additional one-year under the same pricing, terms and conditions; and

WHEREAS, The Consumer Price Inflation Calculator indicates labor costs have increased over the last six (6) years.

NOW, THEREFORE, BE IT RESOLVED, That bidding procedures are hereby waived and the contract with Pump, Pipe & Power Company to provide pump maintenance services is hereby extended based upon the same pricing, terms and conditions through January 22, 2003.

Yes:

No:

F-4 Troy Racquet Club RatesSuggested Resolution

Resolution #2002-03-

Moved by

Seconded by

RESOLVED, That the 2002-03 rates for court time for the Troy Racquet Club are hereby approved as stated in the report from Parks and Recreation Department dated March 12, 2002, a copy of which shall be attached to and made a part of the original Minutes of this meeting.

Yes:

No:

F-5 Request for Approval of Purchase Agreement – The Ahmadiyya Movement in Islam, Inc. – Proposed I-75/Long Lake Interchange – Sidwell #88-20-16-200-002Suggested Resolution

Resolution #2002-03-

Moved by

Seconded by

RESOLVED, That the Agreement to Purchase between the Ahmadiyya Movement in Islam, Inc. and the City of Troy having Sidwell #88-20-16-200-002, for the acquisition of property for the proposed I-75/Long Lake Interchange, is hereby approved; and

BE IT FURTHER RESOLVED, That authorization is hereby granted to purchase property in the Agreement referenced above in the amount of \$1,357,000.00 plus closing costs.

Yes:

No:

F-6 Sister City Exchange Program**(a) Resolution A – Payment of Annual Sister Cities International Membership Fees**Suggested Resolution

Resolution #2002-03-

Moved by

Seconded by

RESOLVED, That the City of Troy will join Sister Cities International (SCI) and pay the annual SCI membership fees (based on population) of \$525.00 for 2002 and increase to \$575.00 for 2003.

Yes:

No:

ANDSuggested Resolution

Resolution #2002-03-

Moved by

Seconded by

(b) Resolution B – Sister City Partnership with Aley, Lebanon

RESOLVED, That the City of Troy will exchange with Aley, Lebanon as their first Sister City partnership.

OR**(c) Resolution C – Abeyance of Travel Plans to Aley, Lebanon**

RESOLVED, That the City of Troy will exchange with Aley Lebanon as their first Sister City partnership, but hold all travel plans in abeyance until further notice.

Yes:

No:

F-7 Formation of a Troy Youth CouncilSuggested Resolution

Resolution #2002-03-

Moved by

Seconded by

RESOLVED, That the City of Troy will support the formation of a Troy Youth Council and direct staff to assist the students in this endeavor.

Yes:

No:

F-8 Inequitable Distribution of Proposed Diesel Fuel Tax IncreaseSuggested Resolution

Resolution #2002-03-

Moved by

Seconded by

WHEREAS, Local commercial truck routes are critical for economic development and attracting new businesses; and

WHEREAS, Commercial truck traffic has a negative impact on local streets and bridges; and

WHEREAS, The local commercial network is the backbone of Michigan's economy; and

WHEREAS, 1951 Public Act 51 establishes a funding distribution formula for the State, County Road Commissions, Cities and Villages to maintain their local transportation system; and

WHEREAS, The Governor has proposed to increase the diesel fuel tax from the current 15 cents per gallon to 19 cents per gallon, eliminate the diesel tax credit, simplify the tax collection; and

WHEREAS, The diesel tax and simplification legislation will generate an additional \$44 million to the Michigan Transportation Fund; and

WHEREAS, The Governor proposes to bypass the Public Act 51 formula and divert \$33.8 million of the diesel fuels tax increase to the Michigan Department of Transportation; and

WHEREAS, Under the Governor's plan, Michigan's Cities and Villages shall only receive \$670,000.00 for statewide distribution; and

WHEREAS, If the revenues from the diesel tax increase were distributed, equitably, via the Public Act 51 distribution formula, the Michigan Department of Transportation would receive approximately \$15.4 million and Michigan's Cities and Villages would receive approximately \$8.6 million for road and bridge repair; and

WHEREAS, The City of Troy would receive \$8,721.97 under the Governor's proposal and \$112,380.64 if the revenues from the proposed increase in the diesel fuel tax were distributed via the Public Act 51 formula.

NOW, THEREFORE, BE IT RESOLVED, That the City of Troy recognizes the far-reaching impact of diverting transportation revenues from the Public Act 51 distribution formula and calls upon the Michigan Legislature to support the increase in the diesel fuel tax only if the additional revenue is distributed equitably to MDOT, County Road Commissions, Cities and Villages based on the distribution formula in 1951 Public Act 51; and

BE IT FURTHER RESOLVED, That a certified copy of this resolution be transmitted to State Representative Robert Gosselin and State Senator Shirley Johnson, and the State and Federal Affairs Division of the Michigan Municipal League.

Yes:

No:

F-9 Council Member Kaszubski's Request for the Formation of an Ethnic Community Issues Advisory Committee

Suggested Resolution

Resolution #2002-03-

Moved by

Seconded by

RESOLVED, That at the request of Council Member Kaszubski, Mayor and City Council approves the formation of an Ethnic Community Issues Advisory Committee, to consist of nine members rotating two-or three-year terms; and

BE IT FURTHER RESOLVED, That the Community Affairs Department and the City Manager's Office will provide staff liaisons.

Yes:

No:

F-10 (a) Request for Authorization to Make Unconditioned Offers to Purchase Right-of-Way for Maple Road Widening, Coolidge to Eton – Project No. 92.202.5 and (b) Request for Authorization for City Attorney to Institute Court Action if Necessary

(a) Proposed Resolution for Request for Authorization to Make Unconditioned Offers to Purchase Right of Way for Maple Road Widening, Coolidge to Eton – Project No. 92.202.5

Suggested Resolution

Resolution #2002-03-

Moved by

Seconded by

WHEREAS, In order to proceed on schedule with the acquisition of property for Maple Road Widening, Coolidge to Eton, it is necessary for the City to obtain property from 2100 East Maple Road, LLC, having Sidwell #88-20-31-202-001 and #88-20-31-226-010 and property from Maple Lane Acquisition Limited Liability Company having Sidwell #88-20-31-226-009.

BE IT RESOLVED, That the Real Estate and Development Department is hereby authorized to make unconditioned offers for \$167,571.75, \$66,492.96, and \$91,617.14, the appraised values, plus closing costs.

Yes:

No:

(b) Proposed Resolution for Authorization for City Attorney to Institute Court Action if Necessary

Suggested Resolution

Resolution #2002-03-
Moved by
Seconded by

WHEREAS, In order to proceed on schedule with the acquisition of property for Maple Road Widening, Coolidge to Eton, it is necessary for the City to obtain property from 2100 East Maple Road, LLC, having Sidwell #88-20-31-202-001 and #88-20-31-226-010 and property from Maple Lane Acquisition Limited Liability Company having Sidwell #88-20-31-226-009.

BE IT RESOLVED, That the City Attorney is hereby authorized, if necessary, to institute condemnation litigation and to execute and deliver any and all documents and papers, and to expend necessary funds expedient for the prosecution of such proceedings or settlement of such claims on proceedings by and with the express approval of this Council.

Yes:
No:

F-11 Proposed Amendment – Consent Judgment - Meritor

Suggested Resolution
Resolution #2002-03-
Moved by
Seconded by

RESOLVED, That the Stipulation and Order Amending Consent Judgment between Meritor Automotive, Inc. and the City of Troy is hereby approved, and the Mayor and City Clerk are authorized to execute the documents, and a copy is to be attached to the original Minutes of this meeting.

Yes:
No:

F-12 Agreement Concerning P.F. Chang’s Liquor License

Suggested Resolution

Resolution #2002-03-

Moved by

Seconded by

RESOLVED, That the Agreement between the City of Troy and P.F. Chang’s China Bistro, Inc., is hereby approved, and the Mayor and City Clerk are authorized to execute the document, and a copy is to be attached to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That a copy of this agreement shall be immediately forwarded to the Michigan Liquor Control Commission.

Yes:

No:

COUNCIL COMMENTS/REFERRALS

Set Study Session at the Request of Council Member Lambert – Back Up Material Forwarded in Hard Copy With Packet Material

Suggested Resolution

Resolution #2002-03-

Moved by

Seconded by

RESOLVED, As per Council Member Lambert’s request, a Study Session is set for _____ (day), _____ (month) _____ (date), 2002 at _____ (time) in the _____ (location) for the purpose of discussing the SOCRRA golf course issue.

Yes:

No:

VISITORS

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

REPORTS AND COMMUNICATIONS

G-1 Proposed City of Troy Proclamations:

Suggested Resolution

Resolution #2002-03-

Moved by

Seconded by

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

- (a) Inhalant Awareness Week – March 17-23, 2002
- (b) Oakland County Community Development Week – April 1-7, 2002
- (c) Avondale Middle School – Named Michigan Blue Ribbon Exemplary School

Yes:

No:

G-2 Minutes – Boards and Committees:

- (a) CATV Advisory Committee/Final – October 17, 2001
 - (b) Historic District Commission/Final – January 15, 2002
 - (c) CATV Advisory Committee/Draft – January 17, 2002
 - (d) Planning Commission – Special/Study Meeting/Draft – January 22, 2002
 - (e) Troy Daze/Final – January 22, 2002
 - (f) Advisory Committee for Person with Disabilities/Final – February 6, 2002
 - (g) Building Code Board of Appeals/Final – February 6, 2002
 - (h) Advisory Committee for Senior Citizens/Final – February 7, 2002
 - (i) Parks & Recreation Advisory Board/Draft - February 14, 2002
 - (j) Board of Zoning Appeals/Draft – February 19, 2002
 - (k) Historic District Commission/Draft – February 19, 2002
 - (l) Troy Daze/Draft – February 26, 2002
 - (m) Building Code Board of Appeals/Draft - March 6, 2002
 - (n) Advisory Committee for Senior Citizens/Draft – March 7, 2002
-

G-3 Department Reports:

- (a) Permits Issued During the Month of February 2002
 - (b) Monthly Financial Report – February 28, 2002
-

G-4 Announcement of Public Hearings:

- (a) Proposed Rezoning (Z-676) – Dequindre Professional Building, West Side of Dequindre and South of Wattles – 1.07 Acres – Section 24 – R-1C to O-1 – Scheduled for April 8, 2002
 - (b) Request for Commercial Vehicle Appeal – 2752 Dashwood – Scheduled for April 22, 2002
 - (c) Request for Commercial Vehicle Appeal – 40345 Dequindre – Scheduled for April 22, 2002
-

G-5 Proposed Proclamations/Resolutions from Other Organizations:

G-6 Letters of Appreciation:

G-7 Calendar

G-8 Memorandum: Re: Tree Ordinance Changes

G-9 Memorandum: Re: Community Center Pass Definition

G-10 Memorandum: Re: Update for Council Boardroom Renovation

G-11 Brochure: Special Issue for the City General Election – April Ballot Proposal A: Purchase of Wetlands/Natural Features

G-12 E-mail From Council Member Howrylak: Re: SOCRRA Information Request and Response From City Management

G-13 Memorandum: Re: Contract Award – Best Value Proposal – Solid Municipal Waste, Yard Waste, and Recycling Services

G-14 Memorandum: Re: City of Troy – Future Land Use Plan
Note: The following items will be forwarded in hard copy: (a) “Future Land Use Plan”- Adopted: January 8, 2002; (b) Maps: Natural Features Map, Transportation Plan Map and Future Land Use Plan Map

G-15 Memorandum: Re: WPW v. City of Troy et. al.

G-16 Memorandum: Re: Proposed Standards for Issuance of Special Event Permits in Parks

Respectfully submitted,

John Szerlag, City Manager

A Special Meeting of the Troy City Council was held Monday, February 25, 2002, at City Hall, 500 W. Big Beaver Road. Mayor Matt Pryor called the Meeting to order at 7:34 P.M.

INVOCATION AND PLEDGE OF ALLEGIANCE

The Invocation was given by Mayor Pro Tem Kaszubski and the Pledge of Allegiance to the Flag was given.

ROLL CALL

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

OUTLINE OF PUBLIC HEARING PROCEDURE

Resolution #2002-02-107
Moved by Pallotta
Seconded Beltramini

RESOLVED, That the Outline of Public Hearing Procedure be accepted as follows with the addition of "Public Comment" after procedure 10 and prior to procedure 11:

1. The Mayor calls the licensee whose case is to be heard.
2. The licensee and/or his attorney should be asked to the front of the Chamber to acknowledge their presence for the record and can be seated.
3. The Assistant City Attorney makes a very short opening statement regarding the violation(s), and presents proofs.
4. When witnesses are called, they should be sworn by the City Clerk to tell the truth.
5. Once the witness is sworn, the Assistant City Attorney will question the witness.
6. The police report and other documents may be offered into evidence as part of the case and should be kept by the City Clerk as part of the records.
7. At the conclusion of the City's case, the licensee or his attorney should be asked to offer an explanation for the violations if they choose, make a statement, offer evidence, or otherwise make their presentation.
8. If the licensee offers evidence from witnesses who have not been previously sworn, the City Clerk should swear those witnesses.
9. Once the licensee has concluded his presentation, the Assistant City Attorney should be given an opportunity for rebuttal, if any is desired.
10. City Council members may ask questions at any time, but it is suggested that this questioning by Council members be conducted after the parties conclude their presentations.
11. When the presentation of evidence is concluded, the matter returns to the City Council for discussion, deliberation, and resolution.

Yes: All-7

PUBLIC HEARINGS

The following named licensees have been given notice to appear for this series of Public Hearings regarding alleged violations:

- a) Name: P.F. Chang's China Bistro, Inc.
 Address: Somerset Collection
 2801 W. Big Beaver
 First Level, D-112
 License No.: 3886-2000 (Class C)
- b) Name: Embassy Suites Hotel
 Address: 850 Tower Dr.
 License No.: 30594-1999 (B-Hotel)

1.0 **Liquor Violations Class C and B-Hotel: (a) P.F. Chang's China Bistro, Somerset Collection-2801 W Big Beaver; (b) Embassy Suites Hotel, 850 Tower Dr.**

(a) P.F. Chang's China Bistro, Somerset Collection-2801 W Big Beaver

Resolution #2002-02-108

Moved by Howrylak

Seconded by Pallotta

WHEREAS, The City Council of the City of Troy has reviewed the following infractions of liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy respectively; and

WHEREAS, The City Council has given public notice that it will deliberate and determine whether to adopt a resolution to recommend to the Michigan Liquor Control Commission that the license be revoked after Public Hearing on February 25, 2002, for the following licensed establishment:

- Name: P.F. Chang's China Bistro, Inc.
 Address: Somerset Collection
 2801 W. Big Beaver
 First Level, D-112
 License No.: 3886-2000 (Class C)

and, having found violation of the following codes and/or regulations: SALE TO MINOR (COMPLIANCE TEST) on OCTOBER 5, 2001 and SALE TO MINOR (2) (MLCC CT) on NOVEMBER 1, 2001; and

WHEREAS, This licensee has had prior violations dated November 23, 1993 – Sale to Minor (Compliance Test); August 11, 1994 – Sale to Minor (Compliance Test) - under ownership of Stelline and February 7, 1999 – Serve Intoxicated Person - under ownership of P.F. Chang's; and

WHEREAS, After due notice the licensee was given opportunity to review these cited infractions, and opportunity to confront witnesses and/or statements by accusers while in the presence of this City Council, sitting as a hearing body on February 25, 2002;

NOW, THEREFORE, BE IT RESOLVED, By the City Council of the City of Troy, that after due notice, appropriate hearing and deliberations, and having made findings, it is recommended to the Michigan Liquor Control Commission that License Number 3886-2000 (Class C) in the name of P.F. Chang’s China Bistro in the City of Troy, be SUSPENDED FOR A PERIOD OF THREE DAYS and that a certified copy of this resolution be sent to the Michigan Liquor Control Commission.

Yes: All-7

Vote on Substituting Resolution #2002-02-108

Resolution #2002-02-109

Moved by Howrylak

Seconded by Pallotta

RESOLVED, That Resolution #2002-02-108 be substituted with the following Resolution:

WHEREAS, The City Council of the City of Troy has reviewed the following infractions of liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy respectively; and

WHEREAS, The City Council has given public notice that it will deliberate and determine whether to adopt a resolution to recommend to the Michigan Liquor Control Commission that the license be revoked after Public Hearing on February 25, 2002, for the following licensed establishment:

Name:	P.F. Chang’s China Bistro, Inc.
Address:	Somerset Collection 2801 W. Big Beaver First Level, D-112
License No.:	3886-2000 (Class C)

and, having found violation of the following codes and/or regulations: SALE TO MINOR (COMPLIANCE TEST) on OCTOBER 5, 2001 and SALE TO MINOR (2) (MLCC CT) on NOVEMBER 1, 2001; and

WHEREAS, This licensee has had prior violations dated November 23, 1993 – Sale to Minor (Compliance Test); August 11, 1994 – Sale to Minor (Compliance Test) - under ownership of Stelline and February 7, 1999 – Serve Intoxicated Person - under ownership of P.F. Chang’s; and

WHEREAS, After due notice the licensee was given opportunity to review these cited infractions, and opportunity to confront witnesses and/or statements by accusers while in the presence of this City Council, sitting as a hearing body on February 25, 2002;

NOW, THEREFORE, BE IT RESOLVED, By the City Council of the City of Troy, that after due notice, appropriate hearing and deliberations, and having made findings, it is recommended to the Michigan Liquor Control Commission that License Number 3886-2000 (Class C) in the name of P.F. Chang's China Bistro in the City of Troy, be NOT RENEWED and that a certified copy of this resolution be sent to the Michigan Liquor Control Commission.

Yes: All-7

Vote on Rescinding Resolution #2002-02-109

Resolution #2002-02-110
Moved by Pallotta
Seconded by Kaszubski

RESOLVED, That Resolution #2002-02-109 be RESCINDED as of May 4, 2002.

Yes: All-7

Vote on Reconsideration of Resolutions #2002-02-109 and 110

Resolution #2002-02-111
Moved by Pryor
Seconded by Kaszubski

RESOLVED, That Resolutions #2002-02-109 and 110 regarding P.F.Chang's China Bistro, Somerset Collection-2801 W Big Beaver be RECONSIDERED.

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

MOTION FAILED

(b) Embassy Suites Hotel, 850 Tower Dr.

Resolution #2002-02-112
Moved by Pallotta
Seconded by Beltramini

WHEREAS, The City Council of the City of Troy has reviewed the following infractions of liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy respectively; and

WHEREAS, The City Council has given public notice that it will deliberate and determine whether to adopt a resolution to recommend to the Michigan Liquor Control Commission that the license be revoked after Public Hearing on February 25, 2002, for the following licensed establishment:

Name:	Embassy Suites Hotel
Address:	850 Tower Dr.

License No.: 30594-1999 (B-Hotel)

and, having found violation of the following codes and/or regulations: SALE TO MINOR (COMPLIANCE TEST) on AUGUST 17, 2001; and

WHEREAS, This licensee has had prior violations dated November 2, 1990 – Sale to Minor (Compliance Test); July 31, 1991 – Sale to Minor (Compliance Test); April 6, 1995 – Sale to Minor (Compliance Test) (2 Charges); March 20, 1997 – Sell or transfer license w/o MLCC permission; November 6, 1998 – Sale to Minor (Compliance Test); April 27, 2000 – Fail to Display License (Road Patrol); and

WHEREAS, After due notice the licensee was given opportunity to review these cited infractions, and opportunity to confront witnesses and/or statements by accusers while in the presence of this City Council, sitting as a hearing body on February 25, 2002;

NOW, THEREFORE, BE IT RESOLVED, By the City Council of the City of Troy, that after due notice, appropriate hearing and deliberations, and having made findings, it is recommended to the Michigan Liquor Control Commission that License Number 30594-1999 (B-Hotel) in the name of Embassy Suites Hotel in the City of Troy, Michigan, be RENEWED and that a certified copy of this resolution be sent to the Michigan Liquor Control Commission.

BE IT FINALLY RESOLVED, By the City Council of the City of Troy, that the above referenced licensed liquor establishment shall immediately require all employees who sell alcohol to attend a recognized alcohol awareness program, and forward the names of each certified employee to the Troy Police Department. Any employees of the licensee who have attended a recognized alcohol awareness program within the past year are exempt from this requirement. The alcohol awareness program must either be recognized by the Troy Police Department (i.e. TIPS, TAMS), or the program must be reviewed by the Troy Police Department to insure that the program is comparable to the recognized programs. The Troy Police Department shall be provided with the information within sixty days of today's date.

Yes: All-7

LIQUOR VIOLATIONS

2.0 Resolution Regarding Recently Acquired/Other Class C and B-Hotel Licensed Establishments: (a) Ruth's Chris Steak House, 755 W Big Beaver; (b) McCormick & Schmick Seafood Restaurant, 2850 Coolidge; (c) Ashoka Indian Cuisine/B&R Enterprises, Inc., 3642 Rochester Rd.

(a) Ruth's Chris Steak House, 755 W Big Beaver

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

WHEREAS, The licensee has a Class C On Premises Liquor License from the State of Michigan for a business located within the City of Troy; and

WHEREAS, The State of Michigan requires a favorable recommendation of the Troy City Council prior to granting or renewing a Class C On Premises Liquor License with the City of Troy. These recommendations are not property rights, but are approved upon the express and continuing condition that no violation of state, local, or federal laws shall occur; and

WHEREAS, The City Council of the City of Troy has reviewed the following alleged infractions of liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy, namely:

SALE TO MINOR (COMPLIANCE TEST) – MAY 3, 2001

SALE TO MINOR (COMPLIANCE TEST) – AUGUST 17, 2001

WHEREAS, In addition to the alleged violation, the City has also reviewed the past history of the licensee, and has determined that the licensee has not had any additional violations within the past four years.

NOW, THEREFORE, BE IT RESOLVED, By the City Council of the City of Troy, that the above referenced licensed liquor establishment shall immediately require all employees who sell alcohol to attend a recognized alcohol awareness program, and forward the names of each certified employee to the Troy Police Department. Any employees of the licensee who have attended a recognized alcohol awareness program within the past year are exempt from this requirement. The alcohol awareness program must either be recognized by the Troy Police Department (i.e. TIPS, TAMS), or the program must be reviewed by the Troy Police Department to insure that the program is comparable to the recognized programs. The Troy Police Department shall be provided with the information within sixty days of today's date.

BE IT FURTHER RESOLVED, That the City of Troy shall continue to aggressively enforce the liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy; and

BE IT FURTHER RESOLVED, That any further violations of the liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy will result in more severe sanctions against the licensee, including the possibility of recommendations of revocation of the Class C liquor license.

Vote on Resolution to Postpone

Resolution #2002-02-113

Moved by Schilling

Seconded by Lambert

RESOLVED, That resolution regarding recently acquired/other Class C and B-Hotel Licensed Establishment, Ruth's Chris Steak House, 755 W Big Beaver be POSTPONED until Wednesday, February 27, 2002 so that employees involved in the violation may attend the hearing.

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

No: Pallotta

MOTION CARRIED

(b) McCormick & Schmick Seafood Restaurant, 2850 Coolidge

Resolution #2002-02-114
Moved by Pallotta
Seconded by Kaszubski

WHEREAS, The licensee has a Class C On Premises Liquor License from the State of Michigan for a business located within the City of Troy; and

WHEREAS, The State of Michigan requires a favorable recommendation of the Troy City Council prior to granting or renewing a Class C On Premises Liquor License with the City of Troy. These recommendations are not property rights, but are approved upon the express and continuing condition that no violation of state, local, or federal laws shall occur; and

WHEREAS, The City Council of the City of Troy has reviewed the following alleged infractions of liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy, namely:

SALE TO MINOR (COMPLIANCE TEST) – AUGUST 17, 2001

WHEREAS, In addition to the alleged violation, the City has also reviewed the past history of the licensee, and has determined that the licensee has not had any additional violations within the past four years.

NOW, THEREFORE, BE IT RESOLVED, By the City Council of the City of Troy, that the above referenced licensed liquor establishment shall immediately require all employees who sell alcohol to attend a recognized alcohol awareness program, and forward the names of each certified employee to the Troy Police Department. Any employees of the licensee who have attended a recognized alcohol awareness program within the past year are exempt from this requirement. The alcohol awareness program must either be recognized by the Troy Police Department (i.e. TIPS, TAMS), or the program must be reviewed by the Troy Police Department to insure that the program is comparable to the recognized programs. The Troy Police Department shall be provided with the information within sixty days of today's date.

BE IT FURTHER RESOLVED, That the City of Troy shall continue to aggressively enforce the liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy; and

BE IT FURTHER RESOLVED, That any further violations of the liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy will result in more severe sanctions against the licensee, including the possibility of recommendations of revocation of the Class C liquor license.

Yes: All-7

(c) Ashoka Indian Cuisine/B&R Enterprises, Inc., 3642 Rochester Rd.

Resolution #2002-02-115
Moved by Pallotta
Seconded by Howrylak

WHEREAS, The licensee has a Class C On Premises Liquor License from the State of Michigan for a business located within the City of Troy; and

WHEREAS, the State of Michigan requires a favorable recommendation of the Troy City Council prior to granting or renewing a Class C On Premises Liquor License with the City of Troy. These recommendations are not property rights, but are approved upon the express and continuing condition that no violation of state, local, or federal laws shall occur; and

WHEREAS, The City Council of the City of Troy has reviewed the following alleged infractions of liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy, namely:

SALE TO MINOR (COMPLIANCE TEST) – MAY 3, 2001

WHEREAS, In addition to the alleged violation, the City has also reviewed the past history of the licensee, and has determined that the licensee has not had any additional violations within the past four years.

NOW, THEREFORE, BE IT RESOLVED, By the City Council of the City of Troy, that the above referenced licensed liquor establishment shall immediately require all employees who sell alcohol to attend a recognized alcohol awareness program, and forward the names of each certified employee to the Troy Police Department. Any employees of the licensee who have attended a recognized alcohol awareness program within the past year are exempt from this requirement. The alcohol awareness program must either be recognized by the Troy Police Department (i.e. TIPS, TAMS), or the program must be reviewed by the Troy Police Department to insure that the program is comparable to the recognized programs. The Troy Police Department shall be provided with the information within sixty days of today's date.

BE IT FURTHER RESOLVED, That the City of Troy shall continue to aggressively enforce the liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy; and

BE IT FURTHER RESOLVED, That any further violations of the liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy will result in more severe sanctions against the licensee, including the possibility of recommendations of revocation of the Class C liquor license.

Yes: All-7

Vote on Reconsideration of Resolutions #2002-02-109 and 110

Resolution #2002-02-116
Moved by Beltramini
Seconded by Kaszubski

RESOLVED, That Resolutions #2002-02-109 and 110 regarding P.F.Chang's China Bistro, Somerset Collection-2801 W Big Beaver be RECONSIDERED.

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

MOTION CARRIED

Vote on Rescinding Resolutions #2002-02-109 and 110

Resolution #2002-02-117
Moved by Beltramini
Seconded by Kaszubski

RESOLVED, That Resolutions #2002-02-109 and 110 regarding P.F.Chang's China Bistro, Somerset Collection-2801 W Big Beaver be RESCINDED.

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

MOTION CARRIED

Resolution Regarding P.F. Chang's China Bistro, Somerset Collection-2801 W Big Beaver

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

RESOLVED, That the City Attorney draft an agreement with P.F. Chang's China Bistro, Inc. Somerset Collection-2801 W Big Beaver dba P.F. Chang's China Bistro for voluntary three day suspension of their Class C 3886-2000 Liquor License for a Wednesday, Thursday and Friday at the earliest opportunity and that the agreement be brought before City Council at the Regular meeting scheduled for Monday, March 18, 2002.

Vote on Amendment

Resolution #2002-02-118
Moved by Schilling
Seconded by Beltramini

RESOLVED, That "a certified copy of this resolution and a copy of the agreement between the City of Troy and P.F. Chang's China Bistro be forwarded to the Michigan Liquor Control Commission".

Yes: All-7

Vote on Amended Resolution

Resolution #2002-02-119
Moved by Beltramini
Seconded by Howrylak

RESOLVED, That the City Attorney draft an agreement with P.F. Chang's China Bistro, Inc. Somerset Collection-2801 W Big Beaver dba P.F. Chang's China Bistro for voluntary three day suspension of their Class C 3886-2000 Liquor License for a Wednesday, Thursday and Friday at the earliest opportunity and that the agreement be brought before City Council at the Regular meeting scheduled for Monday, March 18, 2002; and

BE IT FURTHER RESOLVED, That a certified copy of this resolution and a copy of the agreement between the City of Troy and P.F. Chang's China Bistro be forwarded to the Michigan Liquor Control Commission.

Yes: All-7

The meeting adjourned at 10:30 PM.

Matt Pryor, Mayor

Barbara A. Holmes, Deputy City Clerk

A Special Meeting of the Troy City Council was held Wednesday, February 27, 2002, at City Hall, 500 W. Big Beaver Road. Mayor Matt Pryor called the Meeting to order at 7:37 P.M.

INVOCATION AND PLEDGE OF ALLEGIANCE

The Invocation was given by Council Member Lambert and the Pledge of Allegiance to the Flag was given.

ROLL CALL

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

Resolution to Excuse Mayor Pro Tem Kaszubski and Council Member Pallotta's Absence

Resolution #2002-02-120
Moved by Schilling
Seconded Lambert

RESOLVED, That Mayor Pro Tem Kaszubski be excused due to illness and Council Member Pallotta be excused due to being out of the county.

Yes: All-5
Absent: Kaszubski, Pallotta

OUTLINE OF PUBLIC HEARING PROCEDURE

The City Attorney suggests the following outline of procedure for consideration of liquor violations:

1. The Mayor calls the licensee whose case is to be heard.
2. The licensee and/or his attorney should be asked to the front of the Chamber to acknowledge their presence for the record and can be seated.
3. The Assistant City Attorney makes a very short opening statement regarding the violation(s), and presents proofs.
4. When witnesses are called, they should be sworn by the City Clerk to tell the truth.
5. Once the witness is sworn, the Assistant City Attorney will question the witness.
6. The police report and other documents may be offered into evidence as part of the case and should be kept by the City Clerk as part of the records.
7. At the conclusion of the City's case, the licensee or his attorney should be asked to offer an explanation for the violations if they choose, make a statement, offer evidence, or otherwise make their presentation.
8. If the licensee offers evidence from witnesses who have not been previously sworn, the City Clerk should swear those witnesses.

- 9. Once the licensee has concluded his presentation, the Assistant City Attorney should be given an opportunity for rebuttal, if any is desired.
- 10. Public Comment
- 11. City Council members may ask questions at any time, but it is suggested that this questioning by Council members be conducted after the parties conclude their presentations.
- 12. When the presentation of evidence is concluded, the matter returns to the City Council for discussion, deliberation, and resolution.

POSTPONED ITEM

There was a consensus of City Council to hear Ruth's Chris Steak House under Public Hearings.

Ruth's Chris Steak House, 755 W Big Beaver

Name: Ruth's Chris Steak House
Address: 755 W Big Beaver
License No.: 8265-2000 (Class C)
18889-2000 (SDM)

PUBLIC HEARINGS

The following named licensees have been given notice to appear for this series of Public Hearings regarding alleged violations:

Liquor Violations SDD/SDM:

- a) Name: Rite Aid Discount Pharmacy #4268
Address: 3986 John R
License No.: 11763-2000 (SDD)
4339-2000 (SDM)
- b) Name: 7-Eleven
Address: 5020 John R
License No.: 13474-2000 (SDM)
- c) Name: Rite Aid Discount Pharmacy #4305
Address: 2971 W. Maple
License No.: 4978-2000 (SDM)
10077-2000 (SDD)
- d) Name: Farmer Jack Supermarket
Address: 2105 W. South Blvd.
License No.: 18011-2000 (SDM)

Liquor Violations Class C and B-Hotel:

- (a) Name: Ruth's Chris Steak House
Address: 755 W Big Beaver

License No.: 8265-2000 (Class C)
18889-2000 (SDM)

1.0 Liquor Violations SDD/SDM: (a) Rite Aid Discount Pharmacy #4268, 3986 John R; (b) 7-Eleven, 5020 John R; (c) Rite Aid Discount Pharmacy #4305, 2971 W Maple; (d) Farmer Jack Supermarket, 2105 W. South Blvd.

(a) Rite Aid Discount Pharmacy #4268, 3986 John R

Resolution #2002-02-
Moved by Schilling
Seconded by Beltramini

WHEREAS, The City Council of the City of Troy has reviewed the following infractions of liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy respectively; and

WHEREAS, The City Council has given public notice that it will deliberate and determine whether to adopt a resolution to recommend to the Michigan Liquor Control Commission that the license be revoked after Public Hearing on February 27, 2002, for the following licensed establishment:

Name:	Rite Aid Discount Pharmacy #4268
Address:	3986 John R
License No.:	11763-2000 (SDD) 4339-2000 (SDM)

and, having found violation of the following codes and/or regulations: SALE TO MINOR (Compliance Test) on APRIL 24, 2001; and

WHEREAS, This licensee has had prior violations under ownership of Paul's Wine Cellar dated October 4, 1985 – Sale to Minor; January 30, 1987 – Sale to Minor; October 17, 1990 - Sale to Minor (Compliance Test); May 23, 1991 – Sale to Minor (Compliance Test); November 4, 1992 – Sale to Minor (Compliance Test); September 27, 1995 – Sale to Minor (Compliance Test); and under ownership of Rite Aid of Michigan: December 9, 1996 – Sale to Minor (Compliance Test); October 28, 1998 – Sale to Minor (Compliance Test); October 27, 1999 – Sale to Minor (Compliance Test); and

WHEREAS, After due notice the licensee was given opportunity to review these cited infractions, and opportunity to confront witnesses and/or statements by accusers while in the presence of this City Council, sitting as a hearing body on February 27, 2002;
NOW, THEREFORE, BE IT RESOLVED, By the City Council of the City of Troy, that after due notice, appropriate hearing and deliberations, and having made findings, that the above referenced liquor establishment shall:

- 1) Require all employees who sell alcohol to attend an alcohol awareness program recognized by the Troy Police Department (i.e. TIPS, TAMS), or the program must be

reviewed by the Troy Police Department to insure that the program is comparable to the recognized programs and he licensee shall forward the names of each certified employee to the Troy Police Department within sixty days of today's date.

- 2) Proof of previous employee attendance at a recognized alcohol awareness program shall be provided to the Troy Police Department.
- 3) Additional enforcement and surveillance of the establishment shall be provided by the Troy Police Department.
- 4) The City of Troy's newspaper of record shall publish the licensees Liquor Violation history as of August 19, 1996.

Vote on Amendment

Resolution #2002-02-121

Moved by Beltramini

Seconded by Pryor

RESOLVED, That August 19, 1996 be stricken and May 18, 1999 be inserted.

Yes: Beltramini, Schilling, Pryor

No: Howrylak, Lambert

Absent: Kaszubski, Pallotta

MOTION CARRIED

Vote on Amended Resolution

Resolution #2002-02-122

Moved by Schilling

Seconded by Beltramini

WHEREAS, The City Council of the City of Troy has reviewed the following infractions of liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy respectively; and

WHEREAS, The City Council has given public notice that it will deliberate and determine whether to adopt a resolution to recommend to the Michigan Liquor Control Commission that the license be revoked after Public Hearing on February 27, 2002, for the following licensed establishment:

Name:	Rite Aid Discount Pharmacy #4268
Address:	3986 John R
License No.:	11763-2000 (SDD) 4339-2000 (SDM)

and, having found violation of the following codes and/or regulations: SALE TO MINOR (Compliance Test) on APRIL 24, 2001; and

WHEREAS, This licensee has had prior violations under ownership of Paul's Wine Cellar dated October 4, 1985 – Sale to Minor; January 30, 1987 – Sale to Minor; October 17, 1990 - Sale to

Minor (Compliance Test); May 23, 1991 – Sale to Minor (Compliance Test); November 4, 1992 – Sale to Minor (Compliance Test); September 27, 1995 – Sale to Minor (Compliance Test); and under ownership of Rite Aid of Michigan: December 9, 1996 – Sale to Minor (Compliance Test); October 28, 1998 – Sale to Minor (Compliance Test); October 27, 1999 – Sale to Minor (Compliance Test); and

WHEREAS, After due notice the licensee was given opportunity to review these cited infractions, and opportunity to confront witnesses and/or statements by accusers while in the presence of this City Council, sitting as a hearing body on February 27, 2002;

NOW, THEREFORE, BE IT RESOLVED, By the City Council of the City of Troy, that after due notice, appropriate hearing and deliberations, and having made findings, that the above referenced liquor establishment shall:

- 1) Require all employees who sell alcohol to attend a recognized alcohol awareness program recognized by the Troy Police Department (i.e. TIPS, TAMS), or the program must be reviewed by the Troy Police Department to insure that the program is comparable to the recognized programs and he licensee shall forward the names of each certified employee to the Troy Police Department within sixty days of today's date.
- 2) Proof of previous employee attendance at a recognized alcohol awareness program shall be provided to the Troy Police Department.
- 3) Additional enforcement and surveillance of the establishment shall be provided by the Troy Police Department.
- 4) The City of Troy's newspaper of record shall publish the licensees Liquor Violation history as of May 18, 1999.

Yes: All-5

Absent: Kaszubski, Pallotta

(b) 7-Eleven, 5020 John R Road

Resolution #2002-02-123

Moved by Pryor

Seconded by Schilling

WHEREAS, The City Council of the City of Troy has reviewed the following infractions of liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy respectively; and

WHEREAS, The City Council has given public notice that it will deliberate and determine whether to adopt a resolution to recommend to the Michigan Liquor Control Commission that the license be revoked after Public Hearing on February 27, 2002, for the following licensed establishment:

Name:	7-Eleven
Address:	5020 John R
License No.:	13474-2000 (SDM)

and, having found violation of the following codes and/or regulations: SALE TO MINOR (COMPLIANCE TEST) on SEPTEMBER 25, 2001; and

WHEREAS, This licensee has had prior violations dated August 14, 1982 – Sale to Minor (Compliance Test); May 27, 1988 – Sale to Minor (Compliance Test); December 10, 1988 (Compliance Test); October 26, 1989 – Sale to Minor (Compliance Test); February 22, 1991 – Sale to Minor; May 23, 1991 – Sale to Minor (Compliance Test); September 29, 1995 – Sale to Minor (Compliance Test); October 28, 1998 – Sale to Minor (Compliance Test); March 10, 2000 – Sale to Minors (FOP-DPU); and

WHEREAS, After due notice the licensee was given opportunity to review these cited infractions, and opportunity to confront witnesses and/or statements by accusers while in the presence of this City Council, sitting as a hearing body on February 27, 2002;

NOW, THEREFORE, BE IT RESOLVED, By the City Council of the City of Troy, that after due notice, appropriate hearing and deliberations, and having made findings, that the above referenced licensed liquor establishment shall immediately require all employees who sell alcohol to attend a recognized alcohol awareness program, and forward the names of each certified employee to the Troy Police Department. Any employees of the licensee who have attended a recognized alcohol awareness program within the past year are exempt from this requirement. The alcohol awareness program must either be recognized by the Troy Police Department (i.e. TIPS, TAMS), or the program must be reviewed by the Troy Police Department to insure that the program is comparable to the recognized programs. The Troy Police Department shall be provided with the information within sixty days of today's date.

Yes: All-5
Absent: Kaszubski, Pallotta

RECESS: 8:59 PM – 9:13 PM

(c) Rite Aid Discount Pharmacy #4305, 2971 W Maple

Resolution #2002-02-124

Moved by Schilling

Seconded by Lambert

WHEREAS, The City Council of the City of Troy has reviewed the following infractions of liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy respectively; and

WHEREAS, The City Council has given public notice that it will deliberate and determine whether to adopt a resolution to recommend to the Michigan Liquor Control Commission that the license be revoked after Public Hearing on February 27, 2002, for the following licensed establishment:

Name:	Rite Aid Discount Pharmacy #4305
Address:	2971 W. Maple
License No.:	4978-2000 (SDM) 10077-2000 (SDD)

and, having found violation of the following codes and/or regulations: SALE TO MINOR (COMPLIANCE TEST) on SEPTEMBER 25, 2001; and

WHEREAS, This licensee has had prior violations dated August 22, 1981 – Sale to Minor; August 22, 1981 – Sale to Minor; March 3, 1989 – Sale to Minor (Controlled Buy); October 26, 1989 - Sale to Minor (Compliance Test); August 2, 1991 - Sale to Minor; October 4, 1991 – Sale to Minor; February 6, 1992 – Sale to Minor (Compliance Test); June 25, 1992 – Sale to Minor; October 27, 1999 – Sale to Minor (Compliance Test); and

WHEREAS, After due notice the licensee was given opportunity to review these cited infractions, and opportunity to confront witnesses and/or statements by accusers while in the presence of this City Council, sitting as a hearing body on February 27, 2002;

NOW, THEREFORE, BE IT RESOLVED, By the City Council of the City of Troy, that after due notice, appropriate hearing and deliberations, and having made findings, that the above referenced liquor establishment shall:

- 1) Require all employees who sell alcohol to attend a recognized alcohol awareness program recognized by the Troy Police Department (i.e. TIPS, TAMS), or the program must be reviewed by the Troy Police Department to insure that the program is comparable to the recognized programs and the licensee shall forward the names of each certified employee to the Troy Police Department within sixty days of today's date.
- 2) Proof of previous employee attendance at a recognized alcohol awareness program shall be provided to the Troy Police Department.
- 3) Additional enforcement and surveillance of the establishment shall be provided by the Troy Police Department.

- 4) The City of Troy's newspaper of record shall publish the licensees Liquor Violation history.

Yes: All-5

Absent: Kaszubski, Pallotta

(d) Farmer Jack Supermarket, 2105 W. South Blvd.

Resolution #2002-02-125

Moved by Lambert

Seconded by Howrylak

WHEREAS, The City Council of the City of Troy has reviewed the following infractions of liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy respectively; and

WHEREAS, The City Council has given public notice that it will deliberate and determine whether to adopt a resolution to recommend to the Michigan Liquor Control Commission that the license be revoked after Public Hearing on February 27, 2002, for the following licensed establishment:

Name:	Farmer Jack Supermarket
Address:	2105 W. South Blvd.
License No.:	18011-2000 (SDM)

and, having found violation of the following codes and/or regulations: SALE TO MINOR (COMPLIANCE TEST) on APRIL 24, 2001; and

WHEREAS, This licensee has had prior violations dated October 24, 2000 - Sale to Minor (Compliance Test); and

WHEREAS, After due notice the licensee was given opportunity to review these cited infractions, and opportunity to confront witnesses and/or statements by accusers while in the presence of this City Council, sitting as a hearing body on February 27, 2002;

NOW, THEREFORE, BE IT RESOLVED, That the licensee shall provide the names to the Troy Police Department of those employees who completed a recognized alcohol awareness program as required by the Troy City Council on February 28, 2001; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, By the City Council of the City of Troy, that after due notice, appropriate hearing and deliberations, and having made findings, that the above referenced licensed liquor establishment shall immediately require all employees who sell alcohol to attend a recognized alcohol awareness program, and forward the names of each certified employee to the Troy Police Department. Any employees of the licensee who have attended a recognized alcohol awareness program within the past year are exempt from this requirement. The alcohol awareness program must either be recognized by the Troy Police Department (i.e. TIPS, TAMS), or the program must be reviewed by the Troy Police Department

to insure that the program is comparable to the recognized programs. The Troy Police Department shall be provided with the information within sixty days of today's date.

Yes: All-5

Absent: Kaszubski, Pallotta

2.0 Liquor Violations Class C and B-Hotel: (a) Ruth's Chris Steak House, 755 W Big Beaver

(a) Ruth's Chris Steak House, 755 W Big Beaver

Resolution Carried over from February 25, 2002

Resolution #2002-02-126

Moved by Pallotta

Seconded by Kaszubski

WHEREAS, The licensee has a Class C On Premises Liquor License from the State of Michigan for a business located within the City of Troy; and

WHEREAS, The State of Michigan requires a favorable recommendation of the Troy City Council prior to granting or renewing a Class C On Premises Liquor License with the City of Troy. These recommendations are not property rights, but are approved upon the express and continuing condition that no violation of state, local, or federal laws shall occur; and

WHEREAS, The City Council of the City of Troy has reviewed the following alleged infractions of liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy, namely:

SALE TO MINOR (COMPLIANCE TEST) – MAY 3, 2001

SALE TO MINOR (COMPLIANCE TEST) – AUGUST 17, 2001

WHEREAS, In addition to the alleged violation, the City has also reviewed the past history of the licensee, and has determined that the licensee has not had any additional violations within the past four years.

NOW, THEREFORE, BE IT RESOLVED, By the City Council of the City of Troy, that the above referenced licensed liquor establishment shall immediately require all employees who sell alcohol to attend a recognized alcohol awareness program, and forward the names of each certified employee to the Troy Police Department. Any employees of the licensee who have attended a recognized alcohol awareness program within the past year are exempt from this requirement. The alcohol awareness program must either be recognized by the Troy Police Department (i.e. TIPS, TAMS), or the program must be reviewed by the Troy Police Department to insure that the program is comparable to the recognized programs. The Troy Police Department shall be provided with the information within sixty days of today's date.

BE IT FURTHER RESOLVED, That the City of Troy shall continue to aggressively enforce the liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy; and

BE IT FURTHER RESOLVED, That any further violations of the liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy will result in more severe sanctions against the licensee, including the possibility of recommendations of revocation of the Class C liquor license.

Yes: All-5
Absent: Kaszubski, Pallotta

Resolution #2002-02-127
Moved by Pryor
Seconded by Schilling

RESOLVED, That City Management shall provide City Council with a follow up report within sixty days regarding whether the licensees have complied with City Council's directives.

Yes: All-5
Absent: Kaszubski, Pallotta

LIQUOR VIOLATIONS

3.0 Resolution Regarding Recently Acquired/Other SDD/SDM Licensed Establishments: (a) Bottle & Cork Wine Shop, 1660 John R; (b) Hollywood Supermarket, 2670 W. Maple

(a) Bottle & Cork Wine Shop, 1660 John R

Resolution #2002-02-128
Moved by Pryor
Seconded by Schilling

WHEREAS, The licensee has a Specially Designated Distributor/Specially Designated Merchant (SDD/SDM) Liquor License from the State of Michigan for an establishment located within the City of Troy; and

WHEREAS, The City of Troy is vested with the authority to make recommendations of revocation of a SDD/SDM Liquor License, to the State of Michigan Liquor Control Commission, when an establishment within the City repeatedly violates state, local, or federal laws: and

WHEREAS, The City Council of the City of Troy has reviewed the following alleged infractions of liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy, namely:

SALE TO MINOR (COMPLIANCE TEST) – SEPTEMBER 25, 2001

SALE TO MINOR (MLCC OPERATION) – NOVEMBER 15, 2001

WHEREAS, In addition to the alleged violation, the City has also reviewed the past history of the licensee, and has determined that the licensee is in the first year of ownership and/or control, and has not received any other citations.

NOW, THEREFORE, BE IT RESOLVED, That the City of Troy's newspaper of record shall publish the licensees Liquor Violation history; and

BE IT FURTHER RESOLVED, By the City Council of the City of Troy, that the above referenced licensed liquor establishment shall immediately require all employees who sell alcohol to attend a recognized alcohol awareness program, and forward the names of each certified employee to the Troy Police Department. Any employees of the licensee who have attended a recognized alcohol awareness program within the past year are exempt from this requirement. The alcohol awareness program must either be recognized by the Troy Police Department (i.e. TIPS, TAMS), or the program must be reviewed by the Troy Police Department to insure that the program is comparable to the recognized programs. The Troy Police Department shall be provided with the information within sixty days of today's date.

BE IT FURTHER RESOLVED, That the City of Troy shall continue to aggressively enforce the liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy; and

BE IT FURTHER RESOLVED, That any further violations of the liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy will result in more severe sanctions against the licensee, including the possibility of recommendations of revocation of the SDD/SDM liquor license.

Yes: All-5

Absent: Kaszubski, Pallotta

(b) Hollywood Supermarket, 2670 W Maple

Resolution #2002-02-129

Moved by Pryor

Seconded by Schilling

WHEREAS, The licensee has a Specially Designated Distributor/Specially Designated Merchant (SDD/SDM) Liquor License from the State of Michigan for an establishment located within the City of Troy; and

WHEREAS, The City of Troy is vested with the authority to make recommendations of revocation of a SDD/SDM Liquor License, to the State of Michigan Liquor Control Commission, when an establishment within the City repeatedly violates state, local, or federal laws: and

WHEREAS, The City Council of the City of Troy has reviewed the following alleged infractions of liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy, namely:

SALE TO MINOR (COMPLIANCE TEST) – SEPTEMBER 25, 2001

WHEREAS, In addition to the alleged violation, the City has also reviewed the past history of the licensee, and has determined that the licensee is in the first year of ownership and/or control, and has not received any other citations.

NOW, THEREFORE, BE IT RESOLVED, By the City Council of the City of Troy, that the above referenced licensed liquor establishment shall immediately require all employees who sell alcohol to attend a recognized alcohol awareness program, and forward the names of each certified employee to the Troy Police Department. Any employees of the licensee who have attended a recognized alcohol awareness program within the past year are exempt from this requirement. The alcohol awareness program must either be recognized by the Troy Police Department (i.e. TIPS, TAMS), or the program must be reviewed by the Troy Police Department to insure that the program is comparable to the recognized programs. The Troy Police Department shall be provided with the information within sixty days of today's date.

BE IT FURTHER RESOLVED, That the City of Troy shall continue to aggressively enforce the liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy; and

BE IT FURTHER RESOLVED, That any further violations of the liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy will result in more severe sanctions against the licensee, including the possibility of recommendations of revocation of the SDD/SDM liquor license.

Yes: All-5
Absent: Kaszubski, Pallotta

4.0 Resolution Regarding Recently Acquired/Other Class C and B-Hotel Licensed Establishments: (a) Picano's, 3775 Rochester Rd; (b) LaShish, 3720 Rochester Rd.; (c) Holiday Inn, 2537 Rochester Court; (d) Capital Grill, 2800 W Big Beaver; (e) Corradi's, 1090 Rochester Rd; (f) Wagon Wheel Saloon, 2950 Rochester Rd.

(a) Picano's, 3775 Rochester Rd.

Resolution #2002-02-130
Moved by Pryor
Seconded by Schilling

WHEREAS, The licensee has a Class C On Premises Liquor License from the State of Michigan for a business located within the City of Troy; and

WHEREAS, the State of Michigan requires a favorable recommendation of the Troy City Council prior to granting or renewing a Class C On Premises Liquor License with the City of Troy. These recommendations are not property rights, but are approved upon the express and continuing condition that no violation of state, local, or federal laws shall occur; and

WHEREAS, The City Council of the City of Troy has reviewed the following alleged infractions of liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy, namely:

SALE TO MINOR (COMPLIANCE TEST) – MAY 3, 2001

WHEREAS, In addition to the alleged violation, the City has also reviewed the past history of the licensee, and has determined that the licensee has not had any additional violations within the past four years.

NOW, THEREFORE, BE IT RESOLVED, By the City Council of the City of Troy, that the above referenced licensed liquor establishment shall immediately require all employees who sell alcohol to attend a recognized alcohol awareness program, and forward the names of each certified employee to the Troy Police Department. Any employees of the licensee who have attended a recognized alcohol awareness program within the past year are exempt from this requirement. The alcohol awareness program must either be recognized by the Troy Police Department (i.e. TIPS, TAMS), or the program must be reviewed by the Troy Police Department to insure that the program is comparable to the recognized programs. The Troy Police Department shall be provided with the information within sixty days of today's date.

BE IT FURTHER RESOLVED, That the City of Troy shall continue to aggressively enforce the liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy; and

BE IT FURTHER RESOLVED, That any further violations of the liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy will result in more severe sanctions against the licensee, including the possibility of recommendations of revocation of the Class C liquor license.

Yes: All-5

Absent: Kaszubski, Pallotta

(b) LaShish, 3720 Rochester Rd.

Resolution #2002-02-131

Moved by Pryor

Seconded by Schilling

WHEREAS, The licensee has a Class C On Premises Liquor License from the State of Michigan for a business located within the City of Troy; and

WHEREAS, the State of Michigan requires a favorable recommendation of the Troy City Council prior to granting or renewing a Class C On Premises Liquor License with the City of Troy.

These recommendations are not property rights, but are approved upon the express and continuing condition that no violation of state, local, or federal laws shall occur; and

WHEREAS, The City Council of the City of Troy has reviewed the following alleged infractions of liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy, namely:

SALE TO MINOR (COMPLIANCE TEST) – AUGUST 16, 2001

WHEREAS, In addition to the alleged violation, the City has also reviewed the past history of the licensee, and has determined that the licensee has not had any additional violations within the past four years.

NOW, THEREFORE, BE IT RESOLVED, By the City Council of the City of Troy, that the above referenced licensed liquor establishment shall immediately require all employees who sell alcohol to attend a recognized alcohol awareness program, and forward the names of each certified employee to the Troy Police Department. Any employees of the licensee who have attended a recognized alcohol awareness program within the past year are exempt from this requirement. The alcohol awareness program must either be recognized by the Troy Police Department (i.e. TIPS, TAMS), or the program must be reviewed by the Troy Police Department to insure that the program is comparable to the recognized programs. The Troy Police Department shall be provided with the information within sixty days of today's date.

BE IT FURTHER RESOLVED, That the City of Troy shall continue to aggressively enforce the liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy; and

BE IT FURTHER RESOLVED, That any further violations of the liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy will result in more severe sanctions against the licensee, including the possibility of recommendations of revocation of the Class C liquor license.

Yes: All-5

Absent: Kaszubski, Pallotta

(c) Holiday Inn, 2537 Rochester Court

Resolution #2002-02-132

Moved by Pryor

Seconded by Schilling

WHEREAS, The licensee has a Class C On Premises Liquor License from the State of Michigan for a business located within the City of Troy; and

WHEREAS, the State of Michigan requires a favorable recommendation of the Troy City Council prior to granting or renewing a Class C On Premises Liquor License with the City of Troy. These recommendations are not property rights, but are approved upon the express and continuing condition that no violation of state, local, or federal laws shall occur; and

WHEREAS, The City Council of the City of Troy has reviewed the following alleged infractions of liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy, namely:

SALE TO MINOR (COMPLIANCE TEST) – AUGUST 16, 2001

WHEREAS, In addition to the alleged violation, the City has also reviewed the past history of the licensee, and has determined that the licensee has not had any additional violations within the past four years.

NOW, THEREFORE, BE IT RESOLVED, By the City Council of the City of Troy, that the above referenced licensed liquor establishment shall immediately require all employees who sell alcohol to attend a recognized alcohol awareness program, and forward the names of each certified employee to the Troy Police Department. Any employees of the licensee who have attended a recognized alcohol awareness program within the past year are exempt from this requirement. The alcohol awareness program must either be recognized by the Troy Police Department (i.e. TIPS, TAMS), or the program must be reviewed by the Troy Police Department to insure that the program is comparable to the recognized programs. The Troy Police Department shall be provided with the information within sixty days of today's date.

BE IT FURTHER RESOLVED, That the City of Troy shall continue to aggressively enforce the liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy; and

BE IT FURTHER RESOLVED, That any further violations of the liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy will result in more severe sanctions against the licensee, including the possibility of recommendations of revocation of the Class C liquor license.

Yes: All-5

Absent: Kaszubski, Pallotta

(d) Capital Grill, 2800 W Big Beaver

Resolution #2002-02-133

Moved by Pryor

Seconded by Schilling

WHEREAS, The licensee has a Class C On Premises Liquor License from the State of Michigan for a business located within the City of Troy; and

WHEREAS, the State of Michigan requires a favorable recommendation of the Troy City Council prior to granting or renewing a Class C On Premises Liquor License with the City of Troy. These recommendations are not property rights, but are approved upon the express and continuing condition that no violation of state, local, or federal laws shall occur; and

WHEREAS, The City Council of the City of Troy has reviewed the following alleged infractions of liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy, namely:

SALE TO MINOR (COMPLIANCE TEST) – AUGUST 17, 2001

WHEREAS, In addition to the alleged violation, the City has also reviewed the past history of the licensee, and has determined that the licensee has not had any additional violations within the past four years.

NOW, THEREFORE, BE IT RESOLVED, By the City Council of the City of Troy, that the above referenced licensed liquor establishment shall immediately require all employees who sell alcohol to attend a recognized alcohol awareness program, and forward the names of each certified employee to the Troy Police Department. Any employees of the licensee who have attended a recognized alcohol awareness program within the past year are exempt from this requirement. The alcohol awareness program must either be recognized by the Troy Police Department (i.e. TIPS, TAMS), or the program must be reviewed by the Troy Police Department to insure that the program is comparable to the recognized programs. The Troy Police Department shall be provided with the information within sixty days of today's date.

BE IT FURTHER RESOLVED, That the City of Troy shall continue to aggressively enforce the liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy; and

BE IT FURTHER RESOLVED, That any further violations of the liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy will result in more severe sanctions against the licensee, including the possibility of recommendations of revocation of the Class C liquor license.

Yes: All-5
Absent: Kaszubski, Pallotta

(e) Corradi's, 1090 Rochester Rd.

Resolution #2002-02-134
Moved by Pryor
Seconded by Schilling

WHEREAS, The licensee has a Class C On Premises Liquor License from the State of Michigan for a business located within the City of Troy; and

WHEREAS, the State of Michigan requires a favorable recommendation of the Troy City Council prior to granting or renewing a Class C On Premises Liquor License with the City of Troy. These recommendations are not property rights, but are approved upon the express and continuing condition that no violation of state, local, or federal laws shall occur; and

WHEREAS, The City Council of the City of Troy has reviewed the following alleged infractions of liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy, namely:

SALE TO MINOR (COMPLIANCE TEST) – SEPTEMBER 27, 2001

WHEREAS, In addition to the alleged violation, the City has also reviewed the past history of the licensee, and has determined that the licensee has not had any additional violations within the past four years.

NOW, THEREFORE, BE IT RESOLVED, By the City Council of the City of Troy, that the above referenced licensed liquor establishment shall immediately require all employees who sell alcohol to attend a recognized alcohol awareness program, and forward the names of each certified employee to the Troy Police Department. Any employees of the licensee who have attended a recognized alcohol awareness program within the past year are exempt from this requirement. The alcohol awareness program must either be recognized by the Troy Police Department (i.e. TIPS, TAMS), or the program must be reviewed by the Troy Police Department to insure that the program is comparable to the recognized programs. The Troy Police Department shall be provided with the information within sixty days of today's date.

BE IT FURTHER RESOLVED, That the City of Troy shall continue to aggressively enforce the liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy; and

BE IT FURTHER RESOLVED, That any further violations of the liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy will result in more severe sanctions against the licensee, including the possibility of recommendations of revocation of the Class C liquor license.

Yes: All-5

Absent: Kaszubski, Pallotta

(f) Wagon Wheel Saloon, 2950 Rochester Rd.

Resolution #2002-02-135

Moved by Pryor

Seconded by Schilling

WHEREAS, The licensee has a Class C On Premises Liquor License from the State of Michigan for a business located within the City of Troy; and

WHEREAS, the State of Michigan requires a favorable recommendation of the Troy City Council prior to granting or renewing a Class C On Premises Liquor License with the City of Troy. These recommendations are not property rights, but are approved upon the express and continuing condition that no violation of state, local, or federal laws shall occur; and

WHEREAS, The City Council of the City of Troy has reviewed the following alleged infractions of liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy, namely:

SALE TO MINOR (COMPLIANCE TEST) – OCTOBER 2, 2001

WHEREAS, In addition to the alleged violation, the City has also reviewed the past history of the licensee, and has determined that the licensee has not had any additional violations within the past four years.

NOW, THEREFORE, BE IT RESOLVED, By the City Council of the City of Troy, that the above referenced licensed liquor establishment shall immediately require all employees who sell alcohol to attend a recognized alcohol awareness program, and forward the names of each certified employee to the Troy Police Department. Any employees of the licensee who have attended a recognized alcohol awareness program within the past year are exempt from this requirement. The alcohol awareness program must either be recognized by the Troy Police Department (i.e. TIPS, TAMS), or the program must be reviewed by the Troy Police Department to insure that the program is comparable to the recognized programs. The Troy Police Department shall be provided with the information within sixty days of today's date.

BE IT FURTHER RESOLVED, That the City of Troy shall continue to aggressively enforce the liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy; and

BE IT FURTHER RESOLVED, That any further violations of the liquor control codes and regulations and/or ordinances of the State of Michigan and/or the City of Troy will result in more severe sanctions against the licensee, including the possibility of recommendations of revocation of the Class C liquor license.

Yes: All-5

Absent: Kaszubski, Pallotta

The meeting adjourned at 10:00 PM.

Matt Pryor, Mayor

Barbara A. Holmes, Deputy City Clerk

A Regular Meeting of the Troy City Council was held Monday, March 4, 2002, at City Hall, 500 W. Big Beaver Road. Mayor Matt Pryor called the Meeting to order at 7:39 P.M.

INVOCATION AND PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

A-1 Minutes: Special Meeting of February 16, 2002; Regular Meeting of February 18, 2002 and Special Meeting of February 26, 2002

Resolution #2002-03-136
Moved by Pallotta
Seconded by Kaszubski

RESOLVED, That the Minutes of the 12:00 PM Special Meeting of February 16, 2002; the 7:30 PM Regular Meeting of February 18, 2002 and the 7:30 PM Special Meeting of February 26, 2002 be approved.

Yes: All-7

A-2 Presentation: (a) Bob Risser, Executive Director of the Michigan Concrete Paving Association – Presented an Award of Excellence to the City of Troy for the Big Beaver Road Project; (b) Mayor Pryor presented Beaumont Hospitals Volunteers with a Proclamation of Recognition.

CARRYOVER ITEMS – From Regular City Council Meeting of February 18, 2002

SOCRRA: 1) Proposed Resolutions Submitted by Mayor Pryor; 2) Memorandum from City Management: Re: Clarification of Resolutions Regarding SOCRRA; and 3) Letter from Jeffrey A. Bremer-City of Lathrup Village-City Administrator/ SOCRRA Chairman

Resolution #2002-03-
Moved by Pryor
Seconded by Lambert

RESOLVED, That the \$3.5M currently held in escrow be returned to the SOCRRA member communities based on the historical contribution method; and

FURTHER RESOLVED, That SOCRRA negotiate an agreement with Madison Heights to remove smoke the stacks from Madison Heights, and that Madison Heights be required to contribute 50% of the cost for the complete removal of the smoke stacks and the restoration of the smoke stack site.

Vote on Postponement

Resolution #2002-03-137
Moved by Beltramini
Seconded by Schilling

RESOLVED, That proposed resolution regarding the distribution of SOCRRA funds currently held by SOCRRA in escrow be POSTPONED until the regular City Council meeting scheduled for April 8, 2002.

Yes: All-7

Vote on Postponement of Action Taken on March 18, 2002

Resolution #2002-03-138
Moved by Beltramini
Seconded by Pryor

RESOLVED, That the City of Troy's SOCRRA representative not take action on the motion made at the Regular City Council Meeting on March 18, 2002 directing redistribution of the \$3.5M funds held in escrow by SOCRRA until after a decision is made about how those funds shall be allocated.

Yes: All-7

RECESS: 9:15 PM – 9:40 PM

COUNCIL COMMENTS/REFERRALS

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

Resolution #2002-03-139

Moved by Kaszubski

Seconded by Pallotta

RESOLVED, That the City of Troy's SOCRRA's representative make a motion to direct SOCRRA not to spend any further funds on performas until the City of Troy has held its study session regarding the Use of SOCRRA's Landfill Property in Rochester Hills.

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

No: Schilling

MOTION CARRIED**VISITORS****REPORTS AND COMMUNICATIONS**

G-2 Minutes – Boards and Committees:

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

Noted and Filed

G-3 Department Reports:

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

Noted and Filed

G-4 Announcement of Public Hearings:

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

Noted and Filed

G-5 Proclamations/Resolutions from Other Organizations:

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

Noted and Filed

G-6 Letters of Appreciation:

- (a) Letter to Chief Charles Craft from Steven Alman Thanking Officer Kathy McAtee for Her Assistance During an Automobile Accident
- (b) Letter to Chief Charles Craft from Gregory C. Rowe Complimenting Officer Haddad on His Professional Conduct
- (c) Letter to Police Department from Fr. Sarhad Jammo and Nick Najjar – St. Joseph Catholic Chaldean Church in Appreciation of the Police Department's Assistance with Traffic During Their Christmas Day Celebration
- (d) Letter to Chief Charles Craft from Saad Marouf, Chairman – Chaldean Federation of America Complimenting the Excellent Service the Police Department Provides for the Chaldean Community in the City of Troy
- (e) Letter to John Szerlag from Jon R. Austin, City Manager-Madison Heights Thanking Him for His Willingness to Support the SOCRRA Project For the Restoration of the Oakland County Red Oaks Golf Course
- (f) Letter to Sergeant David Swanson from Cindy Stewart on Behalf of Community Kaleidoscope Thanking the Troy Police – Crime Prevention Section for Participation in the 2002 Community Kaleidoscope
- (g) Letter to Mayor Pryor from Kyung-Yool Kim – Director, Korean Trade Center-Detroit Thanking the Mayor for His Continued Support of Their Organization

Noted and Filed

G-7 Calendar

Noted and Filed

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

Noted and Filed

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

Noted and Filed

G-10 Memorandum: Re: Oakland/Troy Airport

Noted and Filed

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

Noted and Filed

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

Noted and Filed

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

Noted and Filed

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

Noted and Filed

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

Noted and Filed

G-16 Memorandum: Re: Automotive Neon Lighting

Noted and Filed

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

Noted and Filed

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

Noted and Filed

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

Noted and Filed

- March 4, 2002 Agenda Continued -

PUBLIC HEARING

C-1 Osmic Vacation of Existing Industrial Development District, Vacation of Unexpired Industrial Facilities Exemption Certificate: Resolutions: Requiring Payment of 4 Years of Abated Taxes (\$24,915.61)

Resolution #2002-03-140

Moved by Schilling

Seconded by Pallotta

WHEREAS, The City Council of the City of Troy had formerly established an Industrial Development District (IDD), and granted an Industrial Facilities Exemption Certificate (IFEC), #97-417, to Osmic, Inc., at 1788 Northwood, Parcel #88-20-28-303-011, more particularly described as, Town 2 North, Range 11 East, Section 28, Northwood Industrial Park Subdivision, the south 128 feet of Lot 14; and

WHEREAS, In accordance with Public Act 198 of 1974, MCL 207.572, the City Council of the City of Troy, and the Petitioner, Osmic, Inc., entered into a Letter of Agreement governing the terms of the Industrial Facilities Exemption Certificate; and

WHEREAS, Osmic, Inc., has vacated the Industrial Development District (IDD), and abandoned the project in the City of Troy, for which the Industrial Facilities Exemption Certificate (IFEC) was granted, #97-417, and

WHEREAS, Osmic, Inc., has received approval for an Industrial Facilities Exemption Certificate (IFEC) from the City Council of Auburn Hills, and

WHEREAS, In accordance with Michigan Compiled Laws 207.571(2), and terms of the Letter of Agreement between the City of Troy, and Osmic, Inc., the City Council of the City of Troy may require payment of any portion of abated, and unabated taxes for the entire 12 year length of the Industrial Facilities Exemption Certificate (IFEC),

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Troy hereby declares that the terms of the Letter of Agreement between the City of Troy and Osmic, Inc., will have been fulfilled upon payment by Osmic, Inc., by Certified Check, to the Treasurer of the City of Troy, the sum of \$24,915.61, representing 4 years of abated taxes that Osmic, Inc., received per terms of the Industrial Facilities exemption Certificate, and

BE IT ALSO RESOLVED, That the City Clerk shall validate this resolution by certifying the date of payment of said sum, and forward a copy of this resolution to the State Tax Commission, of the State of Michigan, by certified mail.

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

No: Howrylak

MOTION CARRIED

C-2 Request for Commercial Vehicle Appeal – 5184 Rochester Road

Resolution #2002-03-141

Moved by Pallotta

Seconded by Kaszubski

WHEREAS, Section 44.02.02 of Chapter 39, Zoning, of the Code of the City of Troy provides that actions to grant appeals to the restrictions on outdoor parking of commercial vehicles in residential districts pursuant to Section 40.66.00 of Chapter 39 of the Code of the City of Troy "shall be based upon at least one of the following findings by the City Council:

- A. The occurrence of the subject commercial vehicle on the residential site involved is compelled by parties other than the owner or occupant of the subject residential site (e.g. employer).
- B. Efforts by the applicant have determined that there are no reasonable or feasible alternative locations for the parking of the subject commercial vehicle.

- C. A garage or accessory building on the subject residential site cannot accommodate, or cannot reasonably be constructed or modified to accommodate, the subject commercial vehicle.
- D. The location available on the residential site for the outdoor parking of the subject commercial vehicle is adequate to provide for such parking in a manner which will not negatively impact adjacent residential properties, and will not negatively impact pedestrian and vehicular movement along the frontage street(s)."; and

WHEREAS, The City Council of the City of Troy has found that the petitioner has demonstrated the presence of the following condition(s), justifying the granting of a variance:

NOW, THEREFORE, BE IT RESOLVED, That the request from Sead Mesanovic, 5184 Rochester Road, for waiver of Chapter 39, Section 40.66.00, of the Code of the City of Troy, to permit outdoor parking of a Freightliner semi tractor in a residential district is hereby APPROVED for two years conditioned upon the requirement that the driveway will be completed by July 15, 2002 and Freightliner semi tractor will be parked as indicated in the submitted drawing.

Yes: All-7

VISITOR COMMENTS

CONSENT AGENDA

E-1 Approval of Consent Agenda

Resolution #2002-03-142
Moved by Pallotta
Seconded by Kaszubski

RESOLVED, That all items as presented on the Consent Agenda are hereby approved as presented.

Yes: All-7

E-2 Part-Time Wage Survey Report and Recommendation for 2002

Resolution #2002-03-142-E-2

RESOLVED That the recommendations presented in the 2002 Part-time Wage Survey reported dated February 7, 2002 by the Human Resources Director is hereby approved and a copy shall be attached to the original Minutes of this meeting.

E-3 Bosco Relocation

Resolution #2002-03-142-E-3

WHEREAS, Artinian, Inc., a Michigan Corporation, Bosco's Pizza Co., desires to acquire, renovate and equip an existing manufacturing facility in the City of Troy; and

WHEREAS, The Company is interested in pursuing the issuance of tax-exempt revenue bonds through the Economic Development Corporation (EDC) of the County of Oakland as a means of financing its proposed Project and has filed an application for financing assistance with the Oakland County EDC; and

WHEREAS, The Oakland County EDC is currently active in assisting qualifying non-governmental organizations through the entire process of issuing Bonds; and

WHEREAS, Act 338 of the Michigan Public Acts of 1974, as amended, the Economic Development Corporations Act requires a waiver of jurisdiction by the governing body of any municipality in which a project to be financed under the EDC Act is located if that municipality has an Economic Development Corporation and the financing is to be undertaken by a different economic development corporation; and

NOW, THEREFORE, BE IT RESOLVED, That pursuant to the EDC Act, the City Council of the City of Troy hereby APPROVES the aforementioned waiver of jurisdiction with respect to the Company's Project to allow the Oakland County EDC jurisdiction to issue Bonds therefore.

E-4 Standard Purchasing Resolution 1: Award to Low Bidder – Hauling and Disposal of Dirt and Debris

Resolution #2002-03-142-E-4

RESOLVED, That contracts to provide one-year requirements of hauling and disposal services of dirt and debris with an option to renew for one additional year are hereby awarded to the lowest acceptable bidders, Republic Services and A&B Trucking, at unit prices contained in the bid tabulation opened February 8, 2002 at an estimated annual total cost of \$100,300.00 a copy of which shall be attached to the original Minutes of this meeting.

E-5 Load Restrictions

Resolution #2002-03-142-E-5

RESOLVED, That axle load limits of 6,000 pounds per axle and 8,500 pounds per tandem assembly are hereby established and imposed upon vehicles traveling upon streets and roads of the City of Troy, during periods prescribed in Chapter 94, Axle Load Ordinance, of the Code of the City of Troy for "frost law" limitations, which streets are listed in Attachment "A" of a report from the Public Works Director dated February 18, 2002 and a copy of said report and attachments shall be attached to the original Minutes of this meeting.

E-6 Request for Acceptance of Watermain Easement - Expert Underwriters' Building – Boland and Goodman – Project No. 00.921.3 – Sidwell #88-20-24-352-045

Resolution #2002-03-142-E-6

RESOLVED, That the Permanent Easement for Watermain from Kenneth R. Boland, Janet E. Boland, William M. Goodman and Martha J. Goodman, doing business as JKMW Investments, and being part of property having Sidwell #88-20-24-352-045, is accepted; and the City Clerk is hereby directed to record said documents with the Oakland County Register of Deeds, a copy of which shall be attached to the original Minutes of this meeting.

E-7 Request for Acceptance of Permanent Easement for Storm Drain/Sewer – Olympia Rear Yard Drain – Sidwell #88-20-28-431-002

Resolution #2002-03-142-E-7

RESOLVED, That the Permanent Easement from Michael E. Sackner and Beverly J. Sackner, being part of property having Sidwell #88-20-28-431-002, is hereby accepted for the construction, operation, maintenance and repair of public storm drain; and

BE IT FURTHER RESOLVED, That the City Clerk is hereby directed to record said document with the Oakland County Register of Deeds, a copy of which shall be attached to the original Minutes of this meeting.

E-8 Standard Purchasing Resolution 3: Exercise Renewal Option – Transit Mixed Concrete

Resolution #2002-03-142-E-8

WHEREAS, On May 7, 2001, one-year contracts with an option to renew for one additional year to provide transit mixed concrete was awarded to the low bidders, Superior Redi-Mix, Inc. the primary contractor and Van Horn Concrete, the secondary contractor (Resolution #2001-05-232-E-5); and

WHEREAS, Superior Redi-Mix, Inc. as the primary contractor has agreed to exercise the one-year option to renew under the same prices, terms, and conditions;

NOW, THEREFORE, BE IT RESOLVED, That the option to renew the contract is hereby exercised with Superior Redi-Mix, Inc., the primary contractor, to provide transit mixed concrete under the same contract prices, terms, and conditions for an additional one year, to expire April 30, 2003.

BE IT FURTHER RESOLVED, The contract with Van Horn Concrete will expire on April 30, 2002, and not be renewed.

E-9 Request for Special Event to be Held on Civic Center Grounds

Resolution #2002-03-142-E-9

RESOLVED, That the request from Southeast Michigan Chapter of the March of Dimes for temporary suspension of Chapter 26, Parks-General Regulations, Section 3.1.(2), of the Code of the City of Troy, to permit placement of tents, food tables, porta johns, the Oakland County "Showmobile" and inflatable rides, on the Civic Center site at the Troy Aquatic Center on April 28, 2002 in conjunction with a fundraising walk is hereby approved.

E-10 Bid Rejection for SBP 01-47 – Soil Remediation and Waterproofing at Caswell House

Resolution #2002-03-142-E-10

RESOLVED, That all bids for SBP 01-47, Soil Remediation and Waterproofing of Caswell House, opened February 6, 2002 are hereby rejected due to revisions required in the bid document. The project will be re-bid immediately upon receipt of the revisions from the consultant for this project.

E-11 Request to Purchase Right-of-Way for John R Sidewalk – Project #00.601.5 Laurel to Jeffrey – Parcels #88-20-12-152-003 & 004, and #88-20-12-152-005 and #88-20-12-152-038

a) **Resolution A**

Resolution #2002-03-142-E-11A

RESOLVED, That the Agreement to Purchase between Aurel and Felicia Buia, and the City of Troy, having Sidwell #88-20-12-152-003, for the acquisition of right-of-way for the proposed John R Sidewalk Project #00.601.5, is hereby approved and authorization is granted to purchase the property in the Agreement in the amount of \$14,791.00 plus closing costs.

b) Resolution B

Resolution #2002-03-142-E-11B

RESOLVED, That the Agreement to Purchase between Aurel and Felicia Buia, and the City of Troy, having Sidwell #88-20-12-152-004, for the acquisition of right-of-way for the proposed John R Sidewalk Project #00.601.5, is hereby approved and authorization is granted to purchase the property in the Agreement in the amount of \$16,255.00 plus closing costs.

c) Resolution C

Resolution #2002-03-142-E-11C

RESOLVED, That the Agreement to Purchase between Richard L. Long and M'Lisa Long, and the City of Troy, having Sidwell #88-20-12-152-005, for the acquisition of right-of-way for the proposed John R Sidewalk Project #00.601.5, is hereby approved and authorization is granted to purchase the property in the Agreement in the amount of \$18,844.00 plus closing costs.

d) Resolution D

Resolution #2002-03-142-E-11D

RESOLVED, That the Agreement to Purchase between Dennis Sherman and Teresa Sherman, and the City of Troy, having Sidwell #88-20-12-152-038, for the acquisition of right-of-way for the proposed John R Sidewalk Project #00.601.5, is hereby approved and authorization is granted to purchase the property in the Agreement in the amount of \$39,409.63 plus closing costs.

E-12 Request to Waive Parking Restrictions

Resolution #2002-03-142-E-12

RESOLVED, That the City Council of the City of Troy does hereby waive the NO PARKING restrictions on the west side of Donaldson Street from Square Lake Road to Cotswold Street, on March 7, 2002, between the hours of 12:30 pm and 9:30 pm, March 16, 2002, between 7:30 am and 12:00 pm, and June 7, 2002, 12:00 pm and 3:30 pm.

E-13 Request for Approval to Pay Business Relocation Claim – Robert L. Montgomery – Proposed Fire Station #3 Expansion – 2300 West Big Beaver Road, Suite #6

Resolution #2002-03-142-E-13

RESOLVED, That as required by Michigan Laws and Federal Guidelines, the City Council of the City of Troy hereby authorizes payment for relocation benefits for Moving Allowance, Searching Expenses and Re-establishment Expenses in an amount not to exceed \$4,000.00 to R.L. Montgomery, the business being displaced from property at 2300 West Big Beaver Road, Suite #6.

E-14 Amended Resolution for Two Step License Transfers by 2875 Maple, LLC and Full Service Dining, Inc.

Resolution #2002-03-142-E-14

RESOLVED, That the request from 2875 Maple, LLC, to transfer ownership of 1997 Class C licensed business with Dance Permit and Official Permit (Food), from Laurie Management, LLC, be considered for approval. It is the consensus of this legislative body that the application be recommended for issuance.

REGULAR BUSINESS

F-1 Appointments to Boards and Committees: (a) Advisory Committee for Persons with Disabilities; (b) Historic District Commission; (c) Library Committee; (d) Liquor Committee; (e) Planning Commission; and (f) Traffic Committee
Appointments Carried-Over as Item F-1 on the Next Regular City Council Meeting Agenda Scheduled for March 18, 2002:

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

(a) Advisory Committee for Persons with Disabilities Council Appointment

_____ Alternate Term expires 11-01-2003

(b) Historic District Commission Council Appointment

_____ Term Expires 03-01-2004

_____ Term Expires 03-01-2005

_____ Term Expires 03-01-2005

(c) Library Committee Council Appointment

_____ Student Rep Term Expires 07-01-2002

(d) Liquor Committee

Council Appointment

_____ Student Rep Term Expires 07-01-2002

_____ Unexpired Term Expires 01-31-2003

(e) Planning Commission

Mayor, Council Approval

_____ Term Expires 12-31-2004

(f) Traffic Committee

Council Appointment

_____ Student Rep Term Expires 07-01-2002

F-2 Closed Session – No Closed Session Requested

F-3 Contract Ratification – Michigan Association of Police (MAP Clerical and Non-Sworn Police Personnel)

Resolution #2002-03-143
Moved by Pallotta
Seconded by Schilling

RESOLVED, That a collective bargaining agreement between the City of Troy and MAP for the period of July 1, 2001 through June 30, 2004 is hereby ratified by the City Council of the City of Troy, the Employer, and the Mayor and City Clerk are authorized to execute the final agreement.

Yes: All-7

F-4 Change Order to Contract with Redstone Architects, Inc. for Preparation of Alternative Site Plans for the Police/Fire Administration Building Addition

Resolution #2002-03-144
Moved by Pallotta
Seconded by Kaszubski

RESOLVED, That a change order be approved to the contract with Redstone Architects, Inc. for preparation of alternative site plans for the Police/Fire Administration Building addition in the amount of \$3,255.70, for work performed that is beyond the scope of the original contract approved by City Council on September 10, 2001 via Resolution #2001-09-455.

Yes: All-7

F-5 Community Center Ribbon Cutting/Dedication

Resolution #2002-03-145

Moved by Pallotta

Seconded by Schilling

RESOLVED, That the Troy Community Center dedication ceremony is scheduled for Monday, March 25, 2002 at 10:00 am.

Yes: All-7

F-6 Purchase of Camera Equipment for City Council Boardroom

Resolution #2002-03-146

Moved by Pallotta

Seconded by Beltramini

WHEREAS, On May 7, 2001, Troy City Council approved a contract to furnish and install a remote camera system for City Council Boardroom to the low bidder, Thalner Electronic Laboratories (Resolution #2001-05-231); and

WHEREAS, Thalner Electronic Laboratories will hold their bid prices for a complete remote camera system in the City Council Boardroom (Appendix I);

NOW, THEREFORE, BE IT RESOLVED, That a contract to provide a remote camera system in the City Council Boardroom is hereby awarded to Thalner Electronics Laboratories for an estimated total cost of \$46,080.00.

Yes: Kaszubski, Pallotta, Schilling, Pryor, Beltramini

No: Lambert, Howrylak

F-7 Traffic Committee Recommendations**a) No Restriction of Parking On Niagara between John R and Eagle Dr.**

Resolution #2002-03-147

Moved by Pallotta

Seconded by Lambert

RESOLVED, That parking not be restricted on both sides of Niagara between John R and Eagle Dr.

Yes: All-7

b) No Changes at Kirts and Troy Center

Resolution #2002-03-148
Moved by Pallotta
Seconded by Lambert

RESOLVED, That no changes be made to the intersection of Kirts and Troy Center.

Yes: All-7

c) Parking Not be Restricted on the Both Sides of Lanergan

Resolution #2002-03-149
Moved by Pallotta
Seconded by Lambert

RESOLVED, That parking not be restricted on the both sides of Lanergan, west of Adams.

Yes: All-7

F-8 a) Authorization to Make Unconditioned Offer to Purchase 35 Feet of Additional Right-of-Way for Donaldson Road Storm Drain, and Proper Street Alignment with Paving – Dennis Powers Drain Project and Donaldson Paving Project – Parcel #88-20-03-103-004; and b) Authorization for City Attorney to Institute Court Action if Necessary – James A. Lawor and Lana Lawor – Parcel #88-20-03-103-004

a) Authorization to Make Unconditioned Offer

Resolution #2002-03-150
Moved by Schilling
Seconded by Pallotta

WHEREAS, In order to proceed on schedule with the Dennis Powers Drain Project and Donaldson Road Alignment and Paving Project, it is necessary for the City to obtain the east 35-feet from a parcel owned by James A. Lawor and Lana Lawor, having a parcel identification number of #88-20-03-103-004.

BE IT RESOLVED, That the Real Estate and Development Department is hereby authorized to make an unconditioned offer for \$51,380.00, the appraised value, plus closing costs.

Yes: All-7

b) Authorization to Institute Court Action if Necessary

Resolution #2002-03-151
Moved by Schilling
Seconded by Pallotta

WHEREAS, In order to proceed on schedule with the Dennis Powers Drain Project and Donaldson Road Alignment and Paving Project, it is necessary for the City to obtain the east 35-feet from a parcel owned by James A. Lawor and Lana Lawor, having a parcel identification number of #88-20-03-103-004.

BE IT RESOLVED, That the City Attorney is hereby authorized, if necessary, to institute condemnation litigation and to expand necessary funds expedient for the prosecution of such proceeding or settlement of such claims on proceedings by and with the express approval of this Council.

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

F-9 Sign Placement – 500 W. Big Beaver

Resolution #2002-03-152
Moved by Pallotta
Seconded by Schilling

RESOLVED, That the request from the Troy Community Coalition to permit placement of one banner, one-hundred square feet in size, at City Hall, 500 West Big Beaver, is hereby approved from March 17, through March 23, 2002, in conjunction with Inhalant Awareness Week in accordance with Section 14.01 (2) of Chapter 78 of the City Code.

Yes: All-7

F-10 Federal Grant for Stream Bank Stabilization of Firefighter's Park

Resolution #2002-03-153
Moved by Schilling
Seconded by Pallotta

WHEREAS, The City of Troy applied for and received a Certificate of Coverage from the Michigan Department of Environmental Quality for the Watershed Based Storm Water Permit; and

WHEREAS, The Streambank Stabilization Project in Firefighter's Park was listed as part of the efforts to restore the Rouge River in the Storm Water Pollution Prevention Initiative of the Watershed Based Storm Water Permit; and

WHEREAS, The City of Troy obtained grant funding for the Streambank Stabilization Project in Firefighter's Park from the Rouge River National Wet Weather Demonstration Project and Wayne County.

NOW, THEREFORE, BE IT RESOLVED, That the agreement between Wayne County and the City of Troy for the Streambank Stabilization Project is hereby approved with the City share being \$61,500.00 of the total \$123,000.00 project cost and the Mayor and the City Clerk are hereby authorized to execute the Inter-Agency Agreement documents. The City of Troy's share will be funded by the Capital Drains account.

Yes: All-7

F-11 Approval to Pay for Revisions to Scope of Work and a Billing Adjustment by NTH Consultants, Ltd. For Environmental Testing and Evaluation of all Properties Associated with the Proposed Section 1 Golf Course

Resolution #2002-03-154
Moved by Pallotta
Seconded by Lambert

RESOLVED, That per the detailed report of work performed by NTH Consultants, Ltd. related to environmental testing and evaluation of all properties associated with the proposed Section 1 golf course, payment for revisions to the scope of work and a billing adjustment are approved for the following amounts:

- 1) Phase I and II Environmental Site Assessment, in the amount of \$2,500.00;
- 2) Preliminary Assessment of the Fons and Northeast Landfills in Section 1, in the amount of \$10,700.00; and
- 3) Further Environmental Study on the proposed Property Slated for Purchase from the Troy School District, in the amount of \$11,000.00

Yes: All-7

F-12 Indemnification Agreement – Troy Golf LLC

Resolution #2002-03-155
Moved by Pallotta
Seconded by Schilling

RESOLVED, That the Indemnification and Hold Harmless Agreement between the City of Troy, Owner and Troy Golf, LLC, Design/Builder, is hereby approved; the Mayor and City Clerk are authorized to execute the documents, and a copy shall be attached to the original Minutes of this meeting.

Yes: All-7

Suspend City Council Rules #21 and Continue with Agenda

Resolution #2002-03-156
Moved by Howrylak
Seconded by Pryor

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

Yes: All-7

F-13 Peacock Farms

Resolution #2002-03-157
Moved by Pallotta
Seconded by Kaszubski

RESOLVED, That the Agreement between the City of Troy and Gerald and Marilyn Peacock, with the addition of the requirement that the Peacock's shall construct a concrete wall on the south property line on or before July 2002 and agree to a start time of 5:30 AM, is hereby APPROVED, and the Mayor and City Clerk are authorized to execute the document, and a copy of the revised agreement is to be attached to the original Minutes of this meeting.

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

MOTION CARRIED

F-14 Private Agreement for Birchwood Estates – Project No. 01.916.3

Resolution #2002-03-158
Moved by Beltramini
Seconded Lambert

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

Yes: All-7

COUNCIL COMMENTS/REFERRALS**VISITORS****REPORTS AND COMMUNICATIONS**

G-1 City of Troy Proclamation:

Resolution #2002-03-159
Moved by Pallotta
Seconded by Schilling

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

- (a) Beaumont Hospital's Volunteers – Proclamation of Recognition

Yes: All-7

G-2 Minutes – Boards and Committees:

- (a) Employees' Retirement System Board of Trustees/Final – January 9, 2002
(b) Library Advisory Board/Final – January 10, 2002
(c) Parks and Recreation Advisory Board/Final – January 10, 2002
(d) Board of Zoning Appeals/Final – January 15, 2002
(e) Troy Historical Commission/Draft – January 22, 2002
(f) Advisory Committee for Persons with Disabilities/Draft – February 6, 2002
(g) Building Code Board of Appeals/Draft – February 6, 2002
(h) Employees' Retirement System Board of Trustee/Draft – February 13, 2002
(i) Library Advisory Board/Draft – February 14, 2002
Noted and Filed
-

G-3 Department Reports:**G-4 Announcement of Public Hearings:**

- (a) Proposed Rezoning from R-1E to P-1– Grace Christian Learning Center – Scheduled for March 18, 2002

Noted and Filed

G-5 Proposed Proclamations/Resolutions from Other Organizations:

G-6 Letters of Appreciation:

- (a) Letter to Officer Pete Pizzorni from Senator Shirley Johnson Congratulating Him for His Work With the Metropolitan Detroit Identity Fraud Task Force and For Receiving the U.S. Department of Justice's Directors Award

Noted and Filed

G-7 Calendar

Noted and Filed

G-8 Memorandum: Re: City Council's Resolution Regarding Telly's Greenhouse

Noted and Filed

G-9 Letter from Ron Hynd-City of Troy Landscape Analyst to Doris Schucter-Troy Garden Club on Behalf of the City of Troy in Appreciation of the Garden Club's Support of Arbor Day

Noted and Filed

G-10 Troy Citizens Petition Re: Civic Center Site

Noted and Filed

G-11 Memorandum: Re: Request for Warehouse Sale – Believe Enterprises, Inc. – 1715 Larchwood, Suite A

Noted and Filed

G-12 Memorandum: Re: Resident Inquiry: Abbotsford Parc Tree Preservation Permit

Noted and Filed

The meeting adjourned at 11:56 PM.

Matt Pryor, Mayor

Tonni L. Bartholomew, City Clerk

A Joint Meeting of the Troy City Council and Troy Planning was held Tuesday, March 5, 2002, at the Police and Fire Training Center. Mayor Matt Pryor called the Meeting to order at 7:38 P.M.

ROLL CALL

PRESENT:

Mayor Matt Pryor	Gary G. Chamberlain	Walter A. Storrs
Robin Beltramini	Jordan C. Keoleian	David T. Waller
Martin F. Howrylak	Dennis A. Kramer (absent)	Wayne C. Wright
Thomas S. Kaszubski	Larry Littman	
David A. Lambert	Cynthia Pennington	
Anthony N. Pallotta	James E. Reece (absent)	
Louise E. Schilling	James H. Starr	

1. Innovation in Land Use Regulation

Richard Carlisle provided a presentation to the City Council and Planning Commission regarding Innovation in Land Use Regulation.

2. Rochester Road Density Issue

Discussion of density issue related to proposed development on Rochester Road by Robertson Brothers.

VISITOR COMMENTS

The meeting adjourned at 10:50 PM.

Matt Pryor, Mayor

Gary A. Shripka, Assistant City Manager/Services

A Special Meeting of the Troy City Council was held Thursday, March 7, 2002, at City Hall, 500 W. Big Beaver Road. Mayor Pryor called the Meeting to order at 5:04 P.M.

ROLL CALL

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

ABSENT: Robin Beltramini

ALSO PRESENT: Gary Shripka
Lori Grigg Bluhm
Tonni L. Bartholomew
Nino Licari
Doug Smith
Captain Murphy
Captain Slater

Resolution to Excuse Member Beltramini

Resolution # 2002-03-160
Moved by Kaszubski
Seconded by Pallotta

RESOLVED, That Council Member Robin Beltramini be excused due to being out of the State.

Yes: All -6
Absent: Beltramini

Suspend City Council Rules # 15 To Change Time Allowed For Visitor Comments

Resolution #2001-03-161
Moved by Kaszubski
Seconded by Pallotta

RESOLVED, That City Council suspends Rules of Procedure #15 to change the time allowed for visitor comments from five (5) minutes to two (2) minutes.

Yes: All-6
Absent: Beltramini

VISITORS COMMENTS

ITEMS OF BUSINESS

SOCRRA

Resolution #2001-03-162

Moved by Kaszubski

Seconded by Lambert

RESOLVED, That the City Attorney be directed to intervene in the City of Rochester Hills vs SOCRRA lawsuit on behalf of the City of Troy to prevent any SOCRRA commitment to a golf course.

Yes: Pryor, Kaszubski

No: Howrylak, Lambert, Pallotta, Schilling

Absent: Beltramini

MOTION FAILED

Council member Howrylak requested that this item be placed on the next Regular City Council Agenda.

Resolution #2001-03-163

Moved by Pryor

Seconded by Lambert

RESOLVED, That the City of Troy SOCRRA Representative be directed to support Royal Oak's motion to hire out side counsel to represent SOCRRA to prevent any commitment to a golf course.

Yes: Pryor, Howrylak, Lambert

No: Kaszubski, Pallotta, Schilling

Absent: Beltramini

MOTION FAILED

Resolution #2001-03-164

Moved by Kaszubski

Seconded by Lambert

RESOLVED, That the City of Troy SOCRRA Representative be directed to make and support a resolution that makes Mr. Mike Czuprenski, Operations Director, placed in charge of this issue and that Tom Waffen continue on the payroll until his scheduled retirement.

Yes: Pryor, Howrylak, Kaszubski, Lambert

No: Pallotta, Schilling

Absent: Beltramini

MOTION PASSED

The City of Troy SOCRRA Representative was directed to be in attendance at a special meeting of SOCRRA on Monday, March 11, 2002.

The meeting adjourned at 6:05 P.M.

Matt Pryor, Mayor

Tonni L. Bartholomew
City Clerk

March 18, 2002

To: The Honorable Mayor and City Council

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

Re: Plant Rehabilitation District (PRD) Public Hearing for Tire Wholesalers Company, Inc.

Mr. Ross Kogel, President of Tire Wholesalers Company, Inc., is requesting that a Plant Rehabilitation District (PRD) be established at 1783 E 14 Mile Road.

The site itself is in need of renovation. The existing facility has had multiple additions, of varying heights, leaving a functionally difficult property. The building has obsolete rail type craneways (currently not in use, but taking up valuable ceiling height). Overall, the structure is only 29% good, due to age and obsolescence.

They are also requesting an Industrial Facilities Exemption Certificate be issued, so they may qualify for tax abatement for up to twelve (12) years, on a 44,000 square foot addition they are proposing.

This abatement falls under the guidelines of Public Act 198 of 1974 (The Plant Rehabilitation and Industrial Development Districts Act), and City Council Policy Resolutions #2000-412 of 09/11/00 (attached).

In order to qualify for an IFEC, a Plant Rehabilitation District (PRD) must be established for the project. In order to insure proper compliance with City policy, past practice has been to establish the district only on the site where the project is to be located. Many communities establish districts over wide areas, or entire zoning districts, and then allow a multitude of businesses to apply for IFEC's in the area.

Renovation of this particular site would be in the best interests of the City, whether Tire Wholesalers accomplishes it, or a different owner.

The Public Act requires two (2) separate Public Hearing, one to establish the district (PRD), and another, to grant, or deny the IFEC.

Staff recommends that you pass a resolution establishing a Plant Rehabilitation District (PRD) at 1783 E 14 Mile Road, parcel #88-20-36-476-037.

Resolution #2000-412
Moved by Pallotta
Seconded by Kaszubski

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

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

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

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

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

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

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

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

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

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

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

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

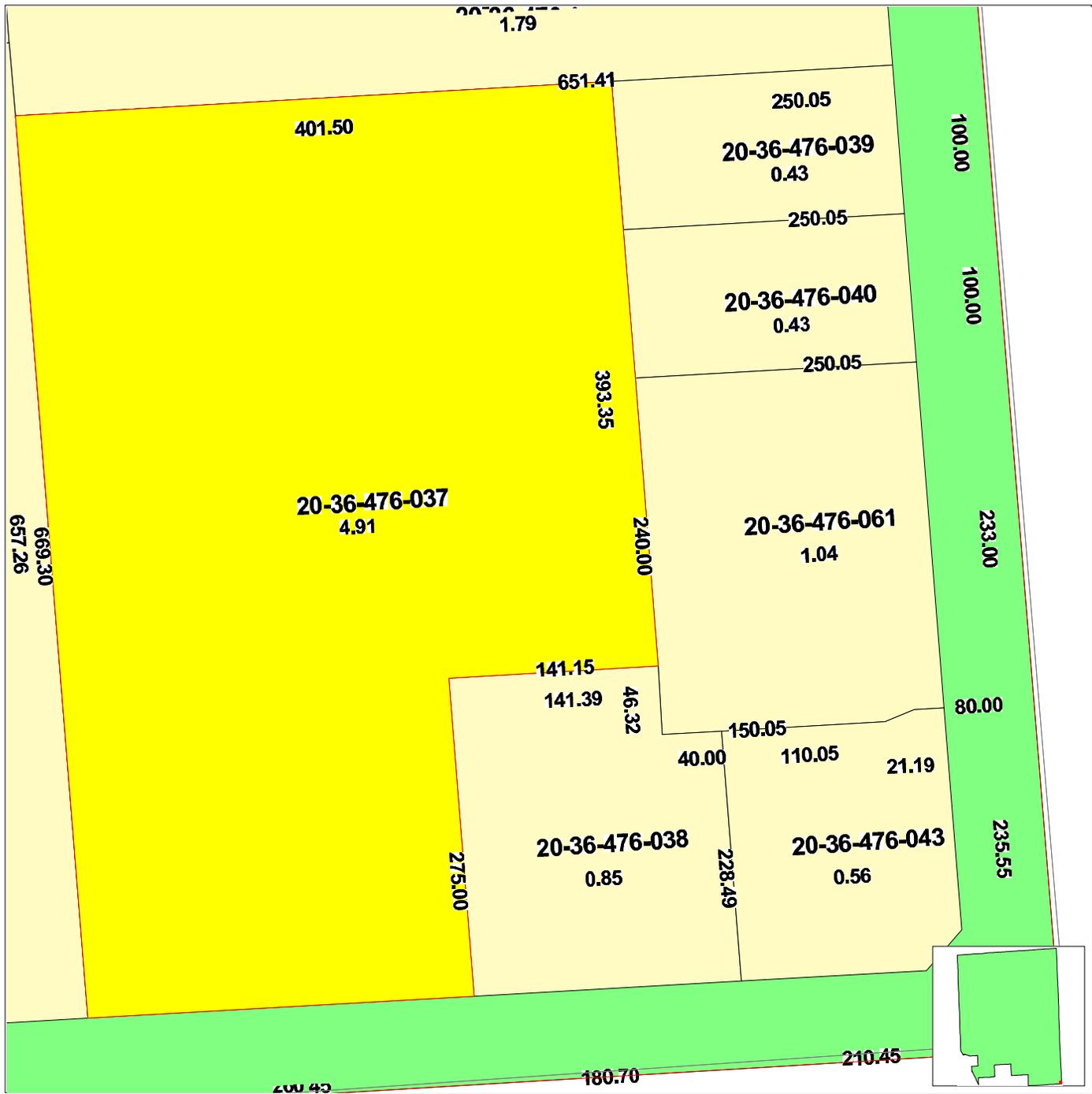
OAKLAND COUNTY EQUALIZATION
250 ELIZABETH LAKE #100W
PONTIAC MI 48231

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

WARREN CONSOLIDATE SCHOOLS
31300 ANITA
WARREN MI 48093-1697

MICHIGAN DEPT OF TREASURY
TREASURY BLDG
LANSING MI 48922

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



Enter Map Title
Enter Map Description

Selected Parcel Info

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

Map Legend:

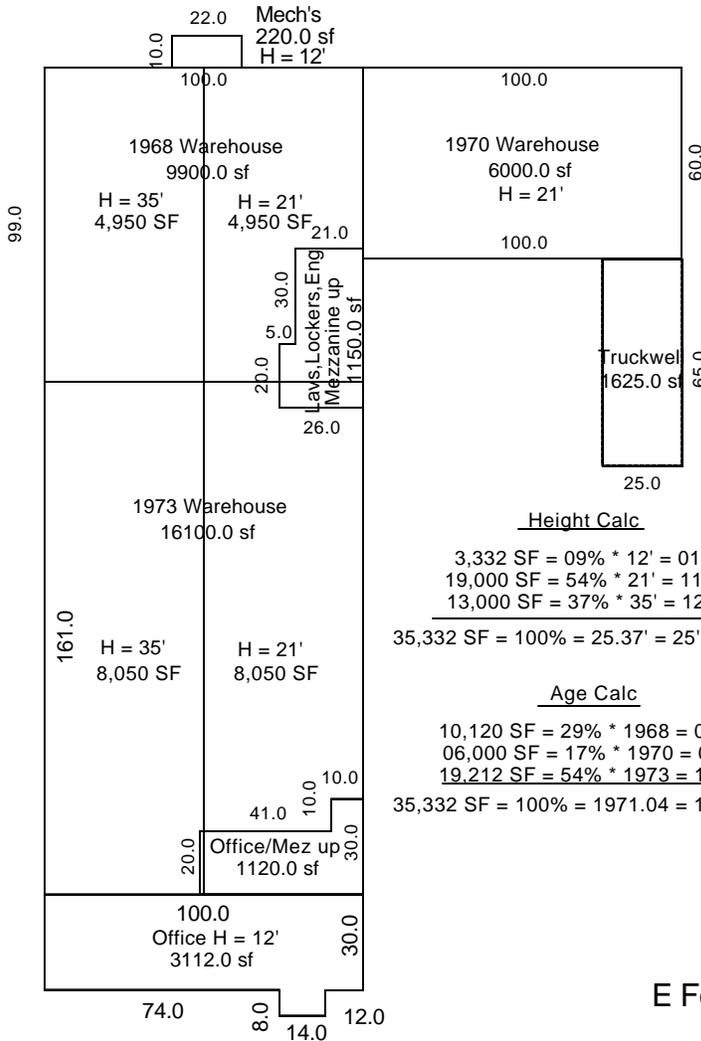
- BOUNDARY LINE
 - MAJOR ROADS
 - ROADS
 - I-75
 - LABEL SIDWELL NUMBER
 - LABEL LOT DIMENSIONS
 - LABEL LOT ID
 - LABEL ROAD NAMES
 - LAKES
 - PARCEL
 - BOUNDARY
- Selected Parcels (1)



Map Scale:
 Map Date: February 8, 2002
 Data Date: May 2001



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



88-20-36-476-037

1783 E 14 Mile

(Tire Wholesalers Co., Inc)

CS Class Storage Warehouse

35,332 SF Tot, 1,016 LF, H = 25' Avg

Blt 1968, Add'n 1970, 1973, 1992

1971 Eff Age

5,382 SF Office/Air (15%)

2,170 SF Mez

1,625 SF Truckwell

30,050 SF Exposed Sprinklers

50,534 SF Asphalt

Height Calc

$3,332 \text{ SF} = 09\% * 12' = 01.08'$

$19,000 \text{ SF} = 54\% * 21' = 11.34'$

$13,000 \text{ SF} = 37\% * 35' = 12.95'$

$35,332 \text{ SF} = 100\% = 25.37' = 25' \text{ Eff Hght}$

Age Calc

$10,120 \text{ SF} = 29\% * 1968 = 0570.72$

$06,000 \text{ SF} = 17\% * 1970 = 0334.90$

$19,212 \text{ SF} = 54\% * 1973 = 1065.42$

$35,332 \text{ SF} = 100\% = 1971.04 = 1971 \text{ Eff Age}$



E Fourteen Mile

88-20-36-476-037
 Property Class: II
 Map #: 88-20-36-476-037

2002 Est. T.C.V.
 Printed 02/08/2002
 CITY OF TROY

TIRE WHOLESALERS CO INC
 1783 E FOURTEEN MILE
 TROY, MI 48083-4617

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

Land Value Estimates for Land Table .

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

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

Cost Estimates for Commercial/Industrial Building/Section: 1

Costs are taken from the Warehouse, Storage cost schedules.

<<<<<< Calculator Cost Computations >>>>>>
 Class: C Quality: Average Percent Adj: +0

Base Rate for Upper Floors = 25.90

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

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

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

Total Floor Area: 35,332 Base Cost New of Upper Floors = 1,306,026
 30,050 Sq.Ft. of Sprinklers @ 1.79, County Mult.:1.17 Cost New = 62,986
 Reproduction/Replacement Cost = 1,369,012
 Effective Age: 31 Physical/Functional/Economic/Overall %Good: 58 /50 /100/ 29
 Total Depreciated Cost = 397,014

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

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

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

2002 Est. T.C.V. 88-20-36-476-037 = 1,484,390

Est. TCV/Total Floor Area = 42.01

2001 Assessed	MBOR	S.E.V.	Base for Cap	C.P.I.	
725,000	725,000	725,000	614,850	3.20	
2002 New Eq. Adjustment		Loss	Additions	Tax Adjustment	Losses
	17,200			19,670	
2002 Assessed	MBOR	S.E.V.	Capped	->Taxable<-	Homestead
742,200	742,200	742,200	634,520	634,520	

March 18, 2002

To: The Honorable Mayor and City Council

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

Re: Industrial Facilities Exemption Certificate (IFEC) Public Hearing for Tire Wholesalers Company, Inc.

Mr. Ross Kogel, President of Tire Wholesalers Company, Inc., is requesting that an Industrial Facilities Exemption Certificate (IFEC) be granted for 12 years, for plant renovations at 1783 E 14 Mile Road.

Mr. Kogel intends to add approximately 44,000 square feet of warehouse area to the building that is currently 35,332 square feet. As the attached application details, the cost for this project is estimated to be \$1,400,000.

This abatement falls under the guidelines of Public Act 198 of 1974 (The Plant Rehabilitation and Industrial Development Districts Act), and City Council Policy Resolutions #2000-412 of 09/11/00 (attached) as detailed in the memorandum establishing the Public Hearings (attached).

The proposed renovation would generate approximately \$700,000 in Taxable Value. City Council Policy Resolution #2000-412 specifies that the Taxable Value of the abated project cannot exceed 100% of the existing building's Taxable Value. The existing building has a Taxable Value of \$340,210.

If City Council chooses to approve the exemption, you have the option of limiting the abated Taxable Value to the \$340,120, or of approving the abatement with a Taxable Value not to exceed \$700,000. These options are detailed in Resolution (A) and (B).

Also, as with previous abatement requests, City Council has the option of setting the length of the abatement to any time frame between 1 and 12 years. This section of both Resolutions (A) and (B), and the Letter of Agreement is left blank.

Staff recommends that you pass a resolution granting the Industrial Facilities Exemption Certificate for a period up to 12 years, and a Taxable Value amount not to exceed \$700,000 (Resolution (B)).

Resolution #2000-412
Moved by Pallotta
Seconded by Kaszubski

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

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

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

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

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4. For Replacement Facilities applications, the existing obsolete structures shall be demolished.
5. For Replacement Facilities applications, the Replacement shall be constructed on the site of the demolished obsolete building, and on contiguous vacant land not separated by a dedicated public right of way.

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

February 8, 2002

To: The Honorable Mayor and City Council

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

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

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

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

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

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

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

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

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

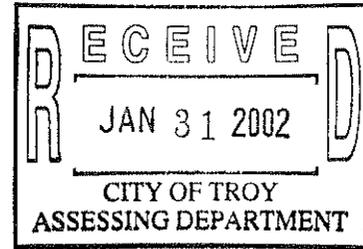
This is a renovation abatement request, so the final 2 restrictions for demolition and location need not be met for this project.

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

Large enough to serve you, small enough to care.

January 31, 2002

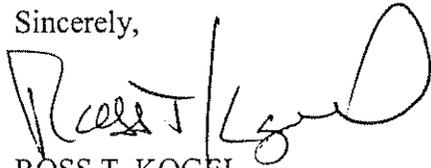
TO THE MAYOR AND
CITY COUNCIL
CITY OF TROY



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

Thank you for attention to this matter.

Sincerely,



ROSS T. KOGEL
President

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

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

Cadillac Warehouse
303 Hawthorn
Cadillac, Michigan 49601
231.775.6666
231.775.8810 Fax

E-mail: tirewlsale@aol.com

APPLICATION FOR INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE

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

2002 FEB -7 PM 1:48

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

TO BE COMPLETED BY CLERK OF LOCAL GOVERNMENT UNIT Clerk must also complete sections 19 and 20, page 3.		THIS SECTION FOR USE BY THE OFFICE OF THE STATE TAX COMMISSION	
Signature <i>Joseph R. Daulton</i>	Application No.		
Date Received	Date Received	Written Agreement? <input type="checkbox"/> YES <input type="checkbox"/> NO	

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

1a. Applicant (Company) Name (Applicant must be the occupant/operator of the facility) <i>TIRE WHOLESALERS CO INC</i>		b. Standard Industrial Classification Code (Sec. 2(10)) Four Digit Code +	
c. Company Mailing Address (No. and Street, P.O. Box, City, State, ZIP) <i>1783 E 14 MILO TROY MI 48063</i>		First time applicants attach copy of Worker's Compensation policy displaying workers codes	
d. Location of Facility (No. and Street, City, State, ZIP) (Attach Legal Description) <i>1783 E 14 MILO FROTHOK, MI 48063</i>		e. City/Twp./Village <i>TROY</i>	f. County <i>OAKLAND</i>
2. Type of Approval Requested <input type="checkbox"/> NEW (SEC. 2(4)) <input checked="" type="checkbox"/> REHABILITATION (SEC. 3(1)) <input type="checkbox"/> SPECULATIVE BUILDING (SEC. 3(8)) <input type="checkbox"/> TRANSFER (of existing certificate) (1 copy only) <input type="checkbox"/> RESEARCH and DEVELOPMENT (SEC. 2(9))		3. School District Where Facility is Located	a. School Code
4. How Many Years of Exemption Requested? (See note in box 19 regarding inclusion of the words "after completion.")			
5. Explain Applicant's Principal Type of Business (Detailed description of operations) <i>WAREHOUSING AND WHOLESALER DISTRIBUTION OF TIRES</i>			
6a. Rehabilitation Applicants Only: General Description and Use of Existing Facility (Number of buildings, type, size, use, products manufactured, type of research or development.) <i>WAREHOUSING AND WHOLESALER DISTRIBUTION OF TIRES</i>			
6b. Explain Degree and Type of Obsolescence Affecting Existing Facility. <i>DEPRECIATION DUE TO ACOS - 54% FUNCTIONAL OBSOLESCENCE = 50% OVERALL OBSOLESCENCE = 29% GOOD (-71%)</i>			
7. Describe Project for Which Exemption is Sought (Type of Improvements to Land, Building; Size of Addition; Personal Property Acquired - Explain New - Used, Transferred from Out-of-State, etc.) and Proposed Use of Facility <i>WAREHOUSE</i>			

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

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

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

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

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

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

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

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

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

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

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

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

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

b. Name of governing unit that established district TROR

c. Date district was established

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

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

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

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

c. Date of Resolution (attach copy)

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

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

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

APPLICANT'S CERTIFICATION

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

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

18. Name of Person to Contact for Further Information ROSS T KOEGL		Title PRES	Phone 2485899910
Mailing Address 1783 E 14 MILO TROY MICHIGAN 48063			
Type Name of Company Officer Ross T Koege		Signature <i>Ross T Koege</i>	
Title Pres	Phone 2485899910	Date 2/1/02	

LOCAL GOVERNMENT ACTION

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

19. Action Taken <input type="checkbox"/> ABATEMENT APPROVED FOR _____ Years Ending December 30, _____ (not to exceed 12 years after project completion) There are circumstances in which the words "after completion" could extend the length of the exemption by 2 to 3 years. Please call the Property Tax Division at (517) 373-2408 if a further explanation is needed. <input type="checkbox"/> DISAPPROVED	<p>DOCUMENTS REQUIRED</p> <input type="checkbox"/> 1. Application plus attachments. (See inst. pg. 4, # 1-7) <input type="checkbox"/> 2. Notice to the public prior to hearing to establish district. <input type="checkbox"/> 3. Resolution establishing district. <input type="checkbox"/> 4. Notice to taxing authorities prior to hearing to approve application. <input type="checkbox"/> 5. List of taxing authorities notified. <input type="checkbox"/> 6. Resolution approving application. <input type="checkbox"/> 7. (a) Letter of Agreement (Signed by local unit and applicant) per P.A. 334 of 1993. (b) Affidavit of Fees (Bulletin 3, 1/16/98). <input type="checkbox"/> 8. 3222 (formerly T-1044A) (if applicable). <input type="checkbox"/> 9. Speculative building resolution & affidavits.
--	---

20. Name of Local Government Body CITY OF TROY	Date of Action on This Application
--	------------------------------------

Attached hereto is a copy of the application and all documents required.

Signature of Clerk	Date	Phone (248) 524-3316
Clerk's Mailing Address 500 W BIG BEAVER	City TROY	ZIP Code 48064-5285

State Tax Commission Rule Number 57:

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

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

Mail completed application and all attachments to:

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

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

INSTRUCTIONS

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

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

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

- 1. Legal description of the real property on which the facility is or will be located. Also provide property identification number if available.
- 2. Complete list of new machinery, equipment, furniture and fixtures which will be used in the facility. The list should include description, type, identification, beginning date of (expected) installation by month/day/year, and (expected) cost. Pollution control facilities which you intend to apply for under P.A. 250 of 1965, as amended (air) and P.A. 222 of 1966 (water), are to be listed separately. Detail of machinery and equipment must match amount shown on question 8 on page 1.
- 3. This instruction is not applicable to a new facility or speculative building. It is for **rehabilitation applications only**.
 - a. List of existing machinery, equipment, furniture and fixtures which will be replaced or renovated.
 - b. List of existing machinery, equipment, furniture and fixtures which will continue to be used in the facility.
 The list should include description, type, identification, year of acquisition and original cost.
- 4. If the application is for a rehabilitation, a statement by the Assessor showing the Taxable Valuation of the plant rehabilitation district, separately stated for real property (EXCLUDING land) and personal property (EXCLUDING inventory) for the tax year immediately preceding the commencement of the rehabilitation.
- 5. Proof of date construction started (groundbreaking) such as building permit, footings inspection report, (when available) certified statement or affidavit from contractor. Personal property only applications should have attached a certified statement or affidavit as proof of the date personal property installation commenced.
- 6. Complete copy of lease agreement as executed, if applicable, verifying lessee has ad valorem real and personal tax liability.
- 7. A copy of the notice to the general public and the certified notice to the property owners, concerning the establishment of the district. Drawing showing the perimeter of the Industrial Development or Plant Rehabilitation District and where, within the district, the facility will be located.
- 8. Certified copy of the resolution establishing the Industrial Development District or Plant Rehabilitation District, which includes a legal description of the district. If the district was not established prior to the commencement of construction, the local unit shall include a certified copy of the filing of the request to establish district.
- 9. Copy of the notice and the certified letters to the taxing authorities regarding the hearing to approve the application.
- 10. Certified copy of the resolution approving the application.
- 11. Letter of Agreement (signed by local unit and applicant) per P.A. 334 of 1993 and Affidavit of Fees (Bulletin 3, 1/16/98).
- 12. Treasury form 3222 (Formerly T-1044a) or 1817 (Formerly T-1044) (if applicable) Fiscal Statement For Tax Abatement Request.
- 13. Resolution to establish speculative building and non-occupancy statements by the owner and assessor.

ADDITIONAL INSTRUCTIONS

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

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

Corporation Name <i>TIRA WHOLESALES INC</i>	Certificate Number
--	--------------------

**SUPPLEMENT TO
TREASURY FORM 1817 (formerly T-1044)**

Is this project:	YES	NO
Real Property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Personal Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Both Real and Personal Property? New Facility?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Replacement Facility?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Both New and Replacement Facility?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Estimated Project Investment (not assessed value):

\$ <u>1,413,000</u>	\$ _____	\$ <u>1,413,000</u>
Real Property	Personal Property	Total

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

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

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

Signature

Name and Title of Governmental Unit Officer or Designee

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

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

City of Troy

Building Permit No: PB2001-1378

Building Department
Phone: (248) 524-3344

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

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

1783 E FOURTEEN MILE 88-20-36-476-037 Lot: Subdivision: Zoning: M-1 Use Group: H-3 Construction Type: 2A	Location TIRE WHOLESALERS CO INC Owner PO BOX 70 ST CLAIR SHORES MI 48080
--	---

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

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

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

Special Stipulations: MEET ALL CODES AND INSPECTIONS.

Work will meet all codes and inspections.

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

Industrial, Add/Alter

Total Due: 13204.50

PB2001-1378/PB%13204.50

PB2001-1378/PB%13204.50

Payment Validation

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

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

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

[] TREASURER COPY

[] DEPARTMENT COPY

[] CONTRACTOR COPY

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

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

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

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

WARREN CONSOLIDATE SCHOOLS
31300 ANITA
WARREN MI 48093-1697

MICHIGAN DEPT OF TREASURY
TREASURY BLDG
LANSING MI 48922

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

LEASE

RTK LAK
1997
RTK LAK

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

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

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

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

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

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

6. **Insurance and Indemnity.**

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

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

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

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

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

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

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

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

LAW OFFICES

GIARMARCO & BILL, P.C.

201 WEST BIG BEAVER ROAD

SUITE 500

TROY, MICHIGAN 48064-4152

(313) 689-8100

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

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

11. **Restoration.**

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

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

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

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

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

LAW OFFICES

GIARMARCO & BILL, P.C.

201 WEST BIG BEAVER ROAD

SUITE 500

TROY, MICHIGAN 48064-4152

(313) 689-8100

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

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

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

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

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

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

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

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

LAW OFFICES

GIARMARCO & BILL, P.C.

201 WEST BIG BEAVER ROAD

SUITE 500

TROY, MICHIGAN 48064-4152

(313) 689-8100

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

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

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

LANDLORD:

RTK ENTERPRISES, INC.

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

TENANT:

TIRE WHOLESALERS COMPANY

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

LAW OFFICES

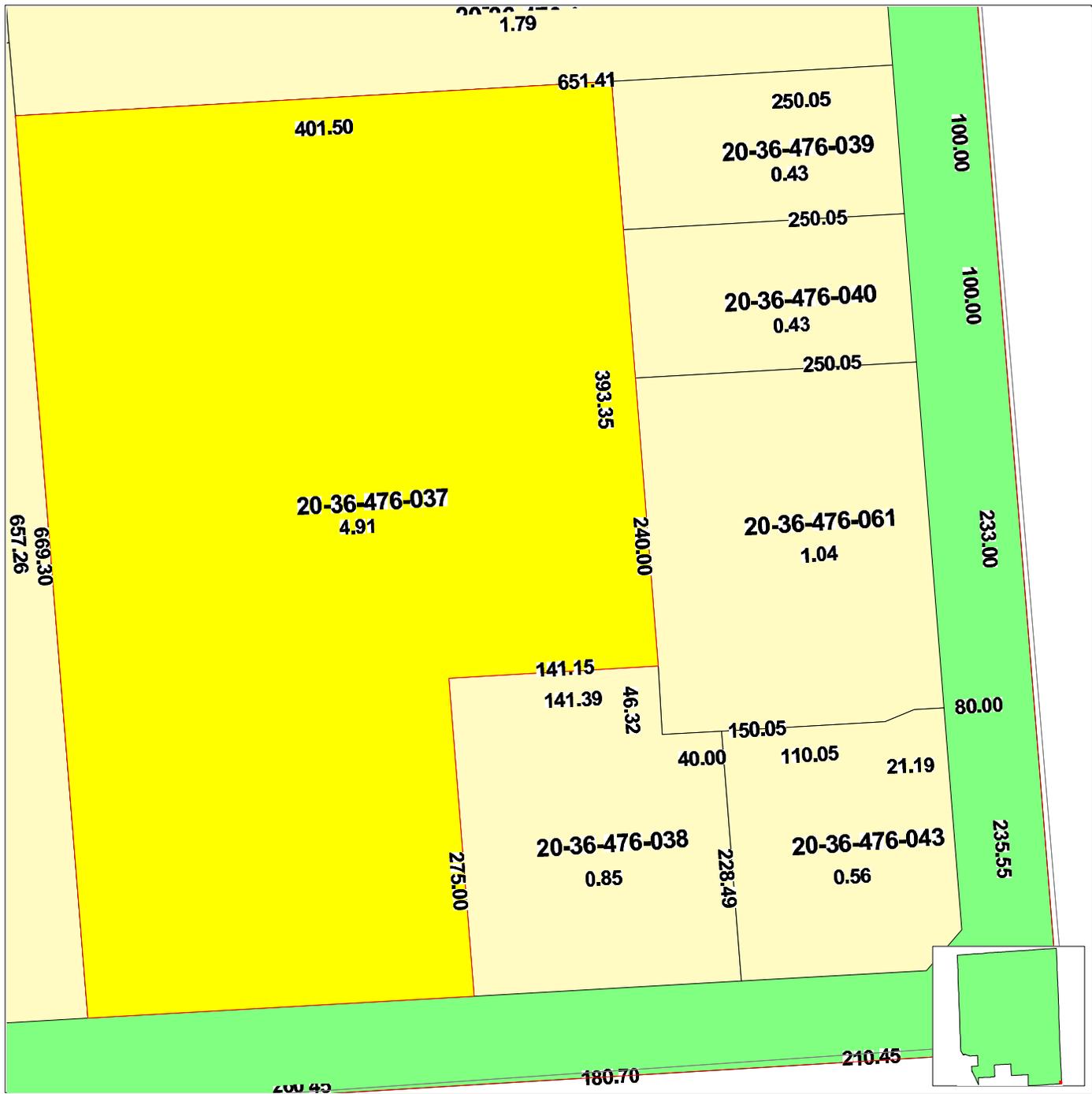
GIARMARCO & BILL, P.C.

201 WEST BIG BEAVER ROAD

SUITE 500

TROY, MICHIGAN 48064-4152

(313) 689-8100



CVTSight
SnapShot

Enter Map Title
Enter Map Description

Selected Parcel Info

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

Map Legend:

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

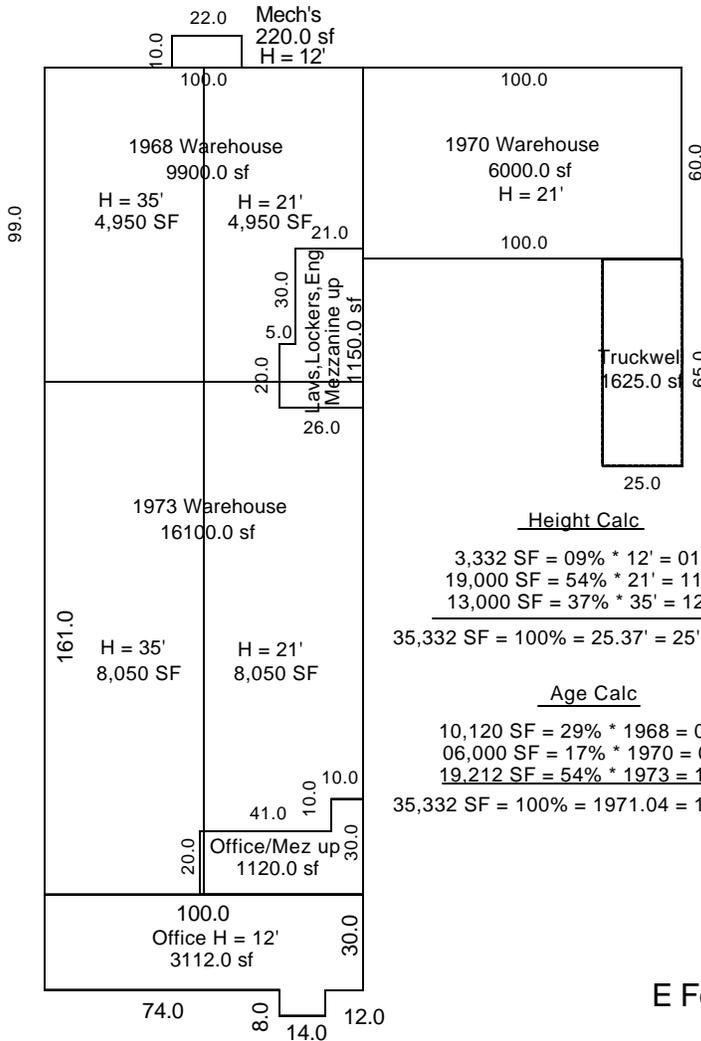


Map Scale:

Map Date: February 8, 2002
 Data Date: May 2001



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



88-20-36-476-037

1783 E 14 Mile

(Tire Wholesalers Co., Inc)

CS Class Storage Warehouse

35,332 SF Tot, 1,016 LF, H = 25' Avg

Blt 1968, Add'n 1970, 1973, 1992

1971 Eff Age

5,382 SF Office/Air (15%)

2,170 SF Mez

1,625 SF Truckwell

30,050 SF Exposed Sprinklers

50,534 SF Asphalt

Height Calc

$3,332 \text{ SF} = 09\% * 12' = 01.08'$

$19,000 \text{ SF} = 54\% * 21' = 11.34'$

$13,000 \text{ SF} = 37\% * 35' = 12.95'$

$35,332 \text{ SF} = 100\% = 25.37' = 25' \text{ Eff Hght}$

Age Calc

$10,120 \text{ SF} = 29\% * 1968 = 0570.72$

$06,000 \text{ SF} = 17\% * 1970 = 0334.90$

$19,212 \text{ SF} = 54\% * 1973 = 1065.42$

$35,332 \text{ SF} = 100\% = 1971.04 = 1971 \text{ Eff Age}$



E Fourteen Mile

88-20-36-476-037
 Property Class: II
 Map #: 88-20-36-476-037

2002 Est. T.C.V.
 Printed 02/08/2002
 CITY OF TROY

TIRE WHOLESALERS CO INC
 1783 E FOURTEEN MILE
 TROY, MI 48083-4617

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

Land Value Estimates for Land Table .

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

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

Cost Estimates for Commercial/Industrial Building/Section: 1

Costs are taken from the Warehouse, Storage cost schedules.

<<<<<< Calculator Cost Computations >>>>>>
 Class: C Quality: Average Percent Adj: +0

Base Rate for Upper Floors = 25.90

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

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

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

Total Floor Area: 35,332 Base Cost New of Upper Floors = 1,306,026
 30,050 Sq.Ft. of Sprinklers @ 1.79, County Mult.:1.17 Cost New = 62,986
 Reproduction/Replacement Cost = 1,369,012
 Effective Age: 31 Physical/Functional/Economic/Overall %Good: 58 /50 /100/ 29
 Total Depreciated Cost = 397,014

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

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

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

2002 Est. T.C.V. 88-20-36-476-037 = 1,484,390

Est. TCV/Total Floor Area = 42.01

2001 Assessed	MBOR	S.E.V.	Base for Cap	C.P.I.	
725,000	725,000	725,000	614,850	3.20	
2002 New Eq. Adjustment		Loss	Additions	Tax Adjustment	Losses
	17,200			19,670	
2002 Assessed	MBOR	S.E.V.	Capped	->Taxable<-	Homestead
742,200	742,200	742,200	634,520	634,520	

**CITY OF TROY
INDUSTRIAL FACILITIES EXEMPTION
CERTIFICATE LETTER OF AGREEMENT**

This agreement between **Tire Wholesalers Company, Inc., 1783 E 14 Mile Road, Troy, MI 48083, Parcel #88-20-36-476-037**, and the **City of Troy** is for the purpose of fulfilling the requirements of Public Act 198, as amended in Public Act 334, Section 22.

In consideration of approval of an Industrial Facilities Exemption Certificate (IFEC), **Tire Wholesalers Company, Inc.**, understands that through its investment of \$ 1,400,000, and the City of Troy, by its investment of the Industrial Facilities Exemption Certificate, are mutually investing in and benefiting from this economic development project, and furthermore, agree to the following:

- 1.) The length of time for which the abatement is approved is ____ **years** after either completion of construction of the facilities, or December 31, 20 , whichever is sooner.
- 2.) At the end of two (2) years or no later than December 31, **2003, Tire Wholesalers Company, Inc.**, will report to the Assessing Department the actual cost of this project and indicate any differences and the reason for any differences in the cost or scope of the project as compared to the IFEC application submitted by the Company.
- 3.) **Tire Wholesalers Company, Inc.**, will retain all of the existing jobs at the site of the Plant Rehabilitation District (PRD).
- 4.) **Tire Wholesalers Company, Inc.**, agrees to remain within the City of Troy for the period of the Industrial Facilities Tax (IFT) abatement in order to retain the benefits of the IFT, unless permission for relocation is granted by the City Council of the City of Troy.

Tire Wholesalers Company, Inc., further understands that if it chooses to leave the City of Troy without permission for relocation prior to the end of the term of the IFT, the City Council of the City of Troy has the right to recapture from the Company up to and including the total amount of taxes abated by the IFT.

- 5.) **Tire Wholesalers Company, Inc.**, understands that the City of Troy may reduce the term of the IFEC, revoke the IFEC and/or recover from the Company, the amount of taxes which were abated if the project has not been completed, expenditures made, or employment retained, as represented by the Company, in Section 12'C of its application, by sending a copy of this Agreement along with a copy of the City Council Resolution authorizing such action to the State Tax Commission.
- 6.) **Tire Wholesalers Company, Inc.**, agrees that it will operate the Project in accordance with all applicable Federal, State and Local laws or regulations, including but not limited to zoning, outside storage, industrial waste disposal, air and water quality, noise control, other environmental regulations.
- 7.) By execution of the Agreement, it is understood that the Company's investment in the Project, and the City of Troy's investment in the granting of the IFEC is to encourage economic growth within the City of Troy.

The City of Troy acknowledges that in some instances economic conditions may prevent the Company from complying fully with this Agreement, and the terms of the Application. The City of Troy will give the Company an opportunity to explain the reasons for any variations from the representations contained in the Application and will evaluate the Company's situation prior to taking any action authorized by Paragraph 4 and 5 of this Letter of Agreement.

- 8.) This Agreement constitutes the entire Agreement between the parties and there are no other remedies for breach of this Agreement other than as specified in this Agreement or as provided for in Public Act 198.

This agreement may only be altered upon mutual consent of both parties.

CITY OF TROY
INDUSTRIAL FACILITIES EXEMPTION
CERTIFICATE LETTER OF AGREEMENT
(Signature page)

Signed: _____ (date) _____

Name: Ross T. Kogel

Title: President, Tire Wholesalers Company, Inc.

Signed: _____ (date) _____
Matt Pryor, Mayor
City of Troy
500 W Big Beaver
Troy, MI 48084-5285

Signed: _____ (date) _____
Tonni L. Bartholomew
City Clerk

March 11, 2002

TO: The Honorable Mayor and City Council

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

SUBJECT: PUBLIC HEARING – PROPOSED REZONING (Z-677) – Grace Christian Learning Center, East side of John R and North of Big Beaver, 0.42 acres, Section 24, R-1E to P-1

Rick Howard, on behalf of the Grace Christian Learning Center, requested rezoning of a portion of Lot 67 of Big Beaver Poultry Farms Subdivision, from R-1E One Family Residential to P-1 Vehicular Parking. The subject property is 0.42 acres in size, with 70 feet of frontage on the east side of John R Road and north of Big Beaver Road. The purpose of the rezoning request is to construct non-required parking for the recently constructed Grace Christian Learning Center, a day care center, which has frontage and access on the Big Beaver Road. The subject property abuts the north property line of the existing day care center.

The subject property is currently vacant. The adjacent land uses include: a Detroit Edison sub-station to the north; vacant property owned by the petitioner to the south and the Grace Christian Learning Center; to the west, across John R Road, the Troy Sports Center and Retail Center; and One-Family Residential on Orpington Road to the east and the new Expert Underwriters office building to the southeast.

The current Future Land Use Plan designation for the subject property is Local Service Area and/or Medium Density Residential. The adjacent land use designations include: Medium Density Residential to the north and east, a Major Thoroughfare and Local Service Area to the west and Local Service Area to the south.

The current zoning district classification of the subject property is R-1E One Family Residential. The adjacent zoning district classifications include: R-1E One Family Residential, and a consent judgment to allow O-1 Low Rise Office at John R Road and Orpington Road to the north and east, B-1 Local Business to the south, B-2 Community Business to the west, and a Consent Judgment allowing O-1 Low Rise Office to the southeast.

Proposed Rezoning
East side of John R and North of Big Beaver
Section 24, R-1E to P-1

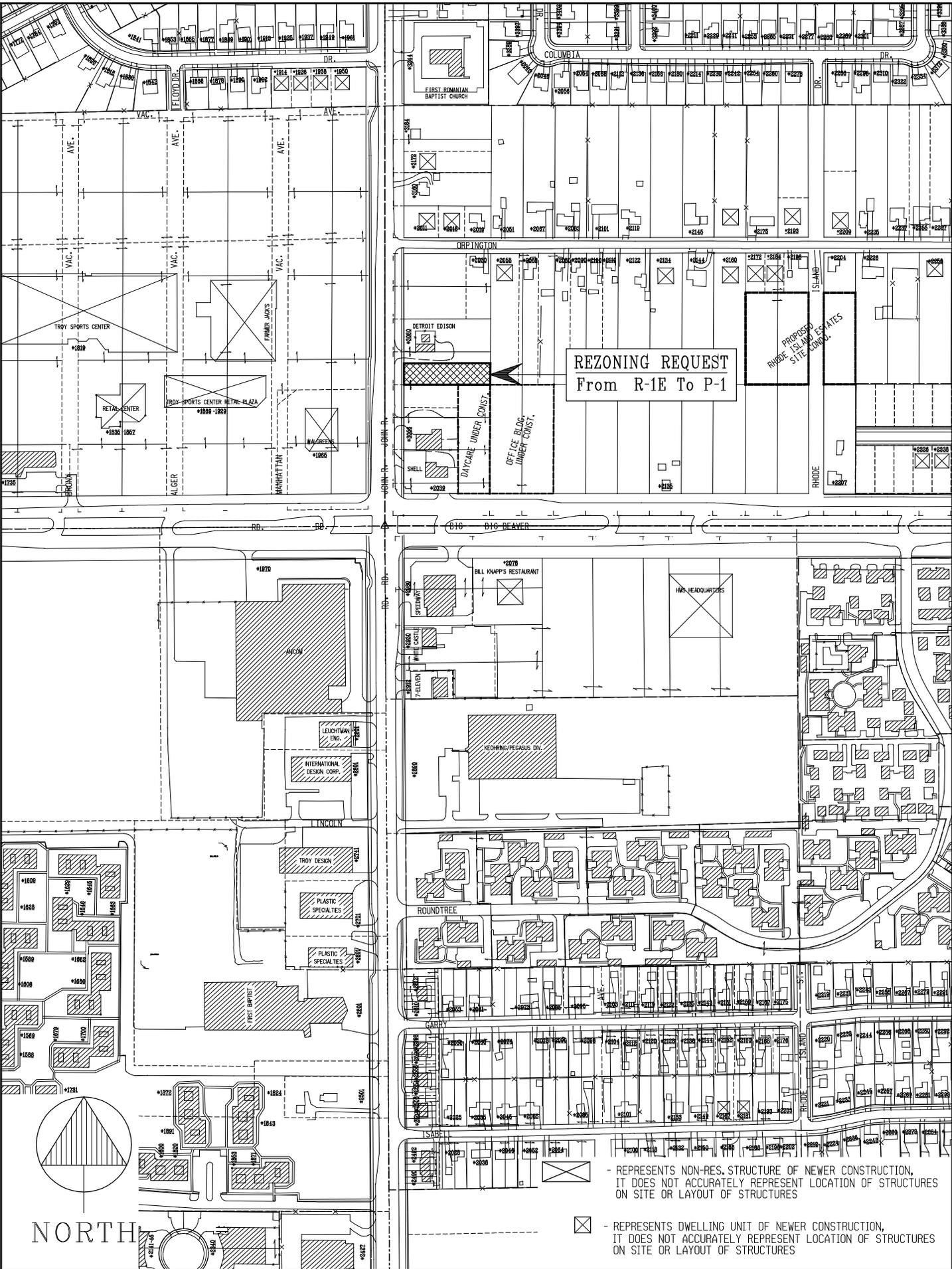
March 11, 2002
Page Two

The Future Land Use Plan for the subject property considers Medium Density Residential or Local Service Area. However, extensive commercial zoning and development exists at the Troy Sport Center on the west side of John R Road and on the east side of John R Road. These existing development and zoning patterns result in medium density residential development being unreasonable for the subject property. Therefore, the proposed rezoning is consistent with the Future Land Use Plan and is compatible with the adjacent zoning districts and existing land uses. Based upon these findings City Management recommends approval of the subject rezoning request. At their February 12, 2002 Regular Meeting, the Planning Commission recommended approval of the rezoning request (minutes attached).

Enclosures

Copies: Mark Stimac, Director of Building and Zoning
Steve Vandette, City Engineer
Doug Smith, Director of Real Estate and Development
Petitioner, Grace Christian Learning Center
File/Z-677
File/Correspondence

MFm/dav



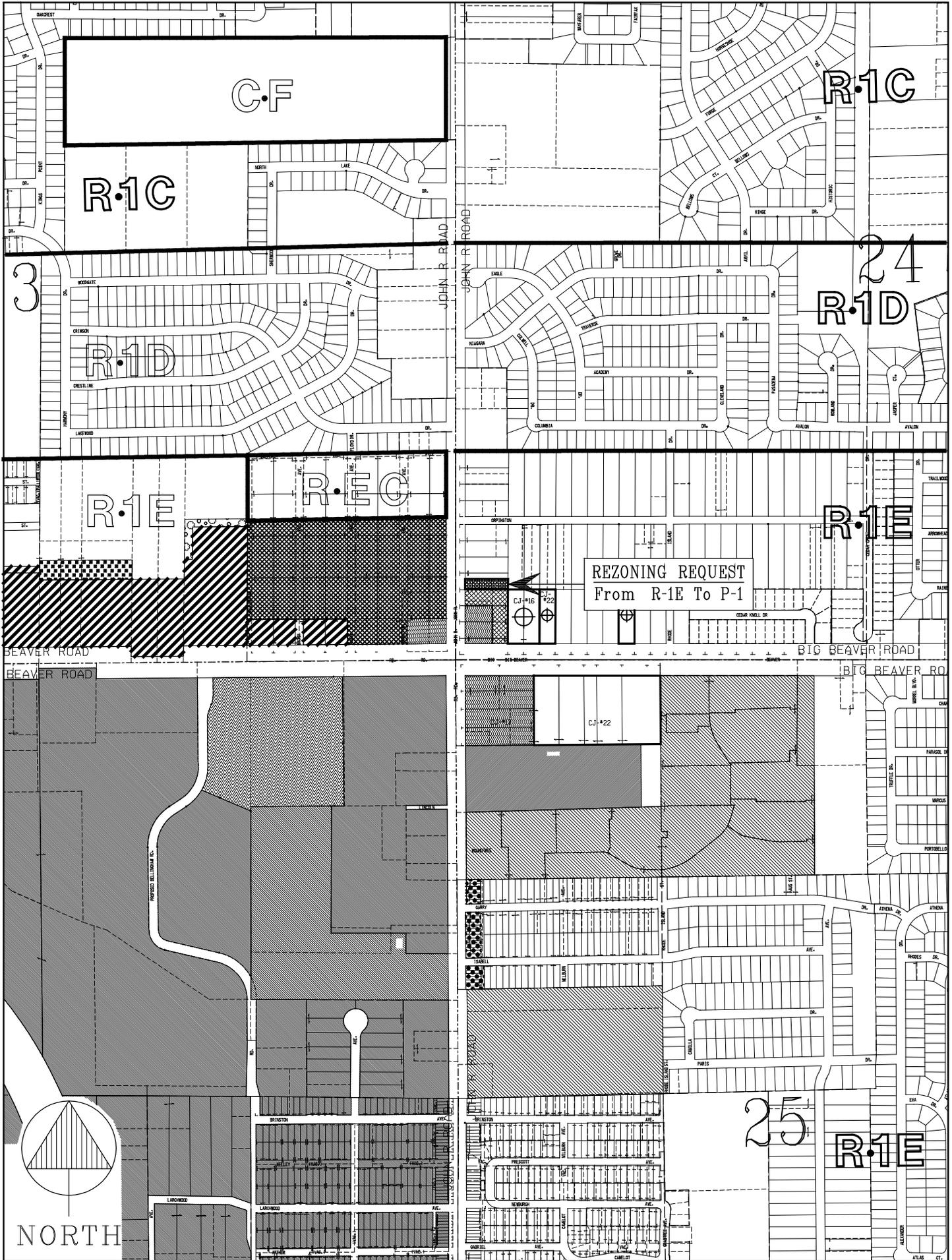
REZONING REQUEST
From R-1E To P-1

PROPOSED
RIDE ISLAND ESTATES
SITE CONDO.

☒ - REPRESENTS NON-RES. STRUCTURE OF NEWER CONSTRUCTION,
IT DOES NOT ACCURATELY REPRESENT LOCATION OF STRUCTURES
ON SITE OR LAYOUT OF STRUCTURES

☒ - REPRESENTS DWELLING UNIT OF NEWER CONSTRUCTION,
IT DOES NOT ACCURATELY REPRESENT LOCATION OF STRUCTURES
ON SITE OR LAYOUT OF STRUCTURES

NORTH



C.F.

R.1C

R.1C

3

R.1D

R.1D

24

R.1E

REC

R.1E

REZONING REQUEST
From R-1E To P-1

CJ-#16

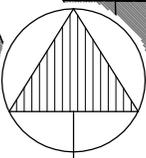
CJ-#22

BEAVER ROAD

BIG BEAVER ROAD

BIG BEAVER ROAD

CJ-#22



NORTH

25

R.1E

7. PUBLIC HEARING - PROPOSED REZONING (Z-677) – Grace Christian Learning Center, East side of John R and North of Big Beaver, 0.42 acres, Section 24, R-1E to P-1

Mr. Miller stated that Rick Howard, on behalf of the Grace Christian Learning Center, requests a rezoning of a portion of Lot 67 of Big Beaver Poultry Farms Subdivision, from R-1E One Family Residential to P-1 Vehicular Parking. The subject property is 0.42 acres in size, with 70 feet of frontage on the east side of John R Road and north of Big Beaver Road. The purpose of the rezoning request is to construct none required parking for the recently constructed Grace Christian Learning Center. This day care center has frontage and access on the Big Beaver Road. The subject property abuts the north property line of this existing day care center.

Mr. Miller further stated that the subject property is currently vacant. The adjacent land uses include: a Detroit Edison sub-station to the north; vacant property owned by the petitioner to the south and the Grace Christian Learning Center; to the west, across John R Road, the Troy Sports Center and Retail Center; and One-Family Residential on Orpington Road to the east and the new Expert Underwriters office building to the southeast.

Mr. Miller further stated that the current Future Land Use Plan designation for the subject property is Local Service Area and/or Medium Density Residential. The adjacent land use designations include: Medium Density Residential to the north and east, a Major Thoroughfare and Local Service Area to the west and Local Service Area to the south.

Mr. Miller further stated that the current zoning district classification of the subject property is R-1E One Family Residential. The adjacent zoning district classifications include: R-1E One Family Residential, and a consent judgment to allow O-1 Low Rise Office at John R Road and Orpington Road to the north and east, B-1 Local Business to the south, B-2 Community Business to the west, and a Consent Judgment allowing O-1 Low Rise Office to the southeast.

Mr. Miller concluded stating that with consideration of the extent of commercial development at the Troy Sports Center on the west side of John R Road and the non-residential zoning on the east side of John R Road, the rezoning request is compatible with the existing zoning districts and land uses. It is noted that the Future Land Use Plan considers Medium Density Residential in the general area of subject property. Local Service Area is also considered by the Future Land Use Plan extending from the intersection of John R Road and Big Beaver Road. The existing characteristics of the area dictate the subject property would not be likely to be developed as medium density residential. The proposed rezoning is consistent with the Future Land Use Plan and is compatible with the adjacent zoning districts and existing land uses. Based upon these findings the Planning Department recommends approval of the subject rezoning request.

Rick Howard, Petitioner, came forward and did not have any comments.

Public hearing opened.

Michael McLaughlin, 2058 Orpington, stated his property was directly adjacent to where the parking lot sits and that he requests a 6 ft. wall be installed.

Mr. Howard stated there would be no problem with that request.

Mr. Miller stated that a 4' 6" wall is required and however, Site Plan Approval was not being considered, only a P-1 rezoning request.

Mr. Littman stated this is just a rezoning request. Walls come with Site Plan approval.

RESOLUTION

Moved by Wright

Seconded by Kramer

RESOLVED, that the Planning Commission hereby recommends to the City Council that the R-1E to P-1 rezoning request of 0.42 acres, part of Lot 67 Big Beaver Poultry Farms Subdivision, located on the east side of John R Road and north of Big Beaver Road, Section 24, be granted.

Yeas:

All Present (7)

Nays:

Absent:

Chamberlain
Storrs

MOTION APPROVED

Michael Patrick McLaughlin
2058 Orpington
Troy, Michigan
48083

In regards to the rezoning of the land to the north of Grace Christian Learning Center from R-1E to P-1, I would like assurances that the parking lot will have walls of brick or concrete with a footing, and are not less than six feet high completely around the north and east sides. There must be no way trespassers can cut through the parking lot and gain access to my yard.

It should also have enough storm drains to collect all rainwater to prevent flooding of the surrounding properties.

Mike McLaughlin

REZONING REQUEST
GRACE CHRISTIAN LEARNING CTR.
N OF BIG BEAVER, E SIDE OF JOHN R
SEC. 24 (Z-677)

REZONING REQUEST
FROM R-1E TO P-1



100 0 100 200 300 400 Feet



Date: March 12, 2002

To: The Honorable Mayor and City Council

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

Re: Announcement of Public Hearing - Community Development Block Grant (CDBG) Re-programming of Year 2000 Funds

We would like to schedule a Public Hearing for April 22, 2002 to re-program unexpended Year 2000 funds as detailed below.

The special assessment project was for paving Larchwood, Daley, and Forthton Streets and installing a sanitary sewer along Barilane Street. No residents requested CDBG funds for the paving project and the sanitary sewer project was cancelled.

We currently have \$40,000 available in the Year 2001 special assessment funds should additional projects arise.

We have been submitting invoices for the Section 36 flood drain improvement project and have now expended all approved funds. Our December CDBG cost statement had \$128,408.47 in invoices to submit, but only \$73,864.74 of CDBG funds left for reimbursement. Re-programming the \$55,000 of unused special assessment funds will allow us to be reimbursed for the difference.

Existing (From):

Account #	Activity Description	Amount
3616	Special Assessment	\$55,000.00

Proposed (To):

Account #	Activity Description	Amount
2696	Flood Drain Improvements	\$55,000.00



**MICHIGAN
MUNICIPAL
LEAGUE**
A CENTURY OF
COOPERATION

March 1, 2002

Mary Redden

President
ROBERT SLATTERY, JR.
Mayor, Mount Morris

Mrs. Tonni Bartholomew
Troy City Clerk
500 W. Big Beaver Rd.
Troy, MI 48084-5254

Vice President
FRANKLIN L. CAMPBELL
Mayor, Hastings

Dear Mrs. Bartholomew:

Trustees
MARGARET "PEGGI" ARNOLD
Mayor, Manistique

Enclosed are your Michigan Municipal League renewal invoice and membership plaque insert that recognizes your continuing membership in the MML. In preparing your invoice, the state shared revenue figures used for the dues calculation are accurate to the best of our knowledge.

KENNETH BABICH
Mayor, Marlette

C. D. "AL" CAPPUCILLI
Mayor, Monroe

On behalf of the trustees and staff I would like to thank you for your continued support of the League. It is only through the cooperation and participation of our municipal members that the League is in a position to help meet the needs of local government by providing information, education, political involvement and a host of other services tailored especially for member cities and villages.

SHEILA COCKREL
Councilmember, Detroit

GRETCHEN DRISKELL
Mayor, Saline

MYRON FRASIER
Council President, Southfield

PATRICIA KILLINGBECK
City Manager, AuGres

Your participation in League meetings, conferences, training programs and our miscellaneous services is encouraged as we move into our second century of furthering and strengthening the objectives of local government.

KURT KIMBALL
City Manager, Grand Rapids

KATE LAWRENCE
Mayor, Brighton

The three League offices are always available to you, as is the MML's Web site (www.mml.org).

JAMES LEIDLEIN
City Manager, Harper Woods

THOMAS MARKUS
City Manager, Birmingham

Please feel free to call me or any staff member should you have questions.

Sincerely,

George D. Goodman
Executive Director

SPENCER NEBEL
City Manager, Sault Ste. Marie

CAROL SHEETS
Mayor Pro Tem, Wyoming

JAMES SINCLAIR
Councilmember, Rogers City

JOEL THOMPSON
Mayor, Otsego

JOSEPH YUCHASZ
Village President, Elk Rapids

Enc.

Executive Director
GEORGE D. GOODMAN

A member of the National League of Cities

Web Address
www.mml.org

Headquarters Office
1675 Green Road, P.O. Box 1487
Ann Arbor, MI 48106-1487
Phone: 734-662-3246
Fax: 734-662-8083

Lansing Office
320 N. Washington Square, Suite 110
Lansing, MI 48933-1288
Phone: 517-485-1314
Fax: 517-372-7476

Northern Field Office
134 Fury Street
Gwinn, MI 49841-2705
Phone: 906-346-7200
Fax: 906-346-7201



MICHIGAN MUNICIPAL LEAGUE
MEMBERSHIP RENEWAL INVOICE
2001 - 2002

CITY OF TROY

Id: 492

Date: March 1, 2002

Membership Period: May 1, 2002 - April 30, 2003

* 1999-2000 State Shared Revenue:	\$7,426,315
* Michigan Municipal League Dues	\$10,264
* Environment Affairs Assessment	1,232
* Legal Defense Fund	1,026
* Total due by May 1, 2002	<u>\$12,522</u>

Please sign, date and return one invoice copy with your payment.

Make checks payable to the Michigan Municipal League and mail to the address below. Thank you.

(Signature)

(Date)

* See reverse side

Michigan Municipal League
P.O. Box 7409
Ann Arbor, MI 48106-7409
800.653.2483

March 11, 2002

TO: The Honorable Mayor and City Council

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

Subject: Standard Purchasing Resolution 1: Award To Low Bidder –
Liquid Calcium Chloride

RECOMMENDATION:

On March 6, 2002, bid proposals were opened to furnish one-year requirements of Liquid Calcium Chloride with an option to renew for one additional year. After reviewing these proposals, the Public Works Department recommends awarding the contract to the low total bidder, Michigan Chloride Sales Inc. at an estimated total cost of \$45,900.00. Liquid calcium chloride is purchased on an as needed basis throughout the year based upon estimated quantities.

DETAIL:

<u>ESTIMATED QUANTITY (GALS)</u>	<u>DESCRIPTION</u>	<u>PRICE/ GALLON</u>
100,000	OPTION A: Bidder to <u>deliver and apply up to 18,000 gallons</u> in one day, as requested by the City for dust control. Minimum order under this option will be 5,000 gallons.	<u>\$.384</u>
20,000	OPTION B: Bidder will <u>deliver to storage tank</u> located at 4693 Rochester Rd., Troy, shipments of no less than 3,000 gallons, as requested by the City for ice control.	<u>\$.375</u>

SUMMARY

Michigan Chloride Sales, Inc. has offered a discounted price for 38% Liquidow applied continuous prior to April 27th of \$0.369, and \$0.374 between July 8th and Aug 3rd and Sept 3rd to Oct. 25th. The City accepts this discount offer. Due to insurance requirements, the contract is being awarded on a low total bid basis.

BUDGET:

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

10 Bids Sent
3 Bids Rec'd

Prepared by: Vicki C. Richardson, Administrative Aide

Opening Date -- 3/6/02
 Date Prepared -- 3/11/02

CITY OF TROY
 BID TABULATION
 LIQUID CALCIUM CHLORIDE

SBP 02-02

VENDOR NAME:

		** MICHIGAN	SOUTH HURON	POLLARD
		CHLORIDE SALES	INDUSTRIAL INC	HIGHWAY
		INC		PRODUCTS
EST QTY	DESCRIPTION	PRICE/ GALLON	PRICE/ GALLON	PRICE/ GALLON
OPTION A:				
100,000 GALS	Bidder to deliver and apply up to 18,000 gallons in one day, as requested by the City for dust control. Minimum 5000 gals	\$ 0.384	\$ 0.415	\$ 0.464
OPTION B:				
20,000 GALS	Bidder will deliver to storage tank located at 4693 Rochester Rd., Troy, shipments of no less than 3,000 gallons, as requested by the City for ice control.	\$ 0.375	\$ 0.375	\$ 0.44
ESTIMATED GRAND TOTAL :		\$ 45,900.00	\$ 49,000.00	\$ 55,200.00
INSURANCE: Can Meet		XX	XX	XX
Can Not Meet				
DELIVERY:		AS SPECIFIED		
TERMS:		1% 10 DAYS	NET 30 DAYS	NET 30 DAYS
		NET 30 DAYS		
EXCEPTIONS:		BLANK	BLANK	BLANK
NOTE:		2002 DISCOUNT PERIOD		
		38% LIQUIDOW APPLIED CONTINUOUS		
		PRIOR to 4/27 \$.369		
		7/8 to 8/3; 9/3 to 10/25		
		\$0.374		

**** DENOTES LOW TOTAL BIDDER**

ATTEST:

M Aileen Dickson
Vicki Richardson
Linda Bockstanz

 Jeanette Bennett
 Purchasing Director

BEARD OIL & SUPPLY
P O BOX 485
MT PLEASANT MI 48858

LIQUID CALCIUM CHLORIDE SALES INC
2715 S HURON
KAWKAWLIN MI 48631

MACOMB WHOLESALE SUPPLY CORP
33761 RIVIERA
FRASER MI 48026

MICHIGAN CHLORIDE SALES INC
P O BOX 147
ST LOUIS MI 48880

POLLARD HIGHWAY PRODUCTS LLC
P O BOX 33206
DETROIT MI 48232

ROAD MAINTENANCE CORPORATION
550 E LEONARD
LEONARD MI 48367-1826

SOUTH HURON INDUSTRIAL INC
27903 COOKE STREET
FLAT ROCK MI 48134

SULLIVAN CORPORATION
21 E LONG LAKE ROAD STE 214
BLOOMFIELD HILLS MI 48304

WILKINSON CHEMICAL CO
8290 N LAPEER ROAD
MAYVILLE MI 48744

March 6, 2002

To: The Honorable Mayor and City Council

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

Re: Expired and Abandoned Industrial Development Districts, and Industrial
Facilities Exemption Certificates

Recommended City Council Action:

City Administration recommends that the City Council pass a suggested resolution vacating Industrial Development Districts (IDD's) wherein the company has abandoned its project, or where the original term of the project has expired. Passage of the suggested resolution will also vacate and rescind expired or abandoned Industrial Facilities Exemption Certificates (IFEC's).

Background and Detail:

The State Tax Commission has requested that the City of Troy return Council resolutions vacating Industrial Development Districts, and vacating and rescinding Industrial Facilities Exemption Certificates where the original term of the abatement has expired, or where the project has been abandoned and is no longer active.

According to their administrative rules, they must carry these districts and certificates on their books until a local governmental resolution directs them to issue an order removing them from their rolls.

We have identified 5 districts and certificates that we wish to remove from the roll.

Passage of the suggested resolution will allow the State Tax Commission to remove the following certificates from their roll:

<u>Certificate #</u>	<u>Parcel ID</u>	<u>Address</u>	<u>Company</u>
87-538	88-99-00-056-234-01	894 Mapelawn	Defiance Testing
88-611	88-99-00-039-721-01	2927 Elliott	Lamb Technicon
93-620	88-99-00-221-180-01	1360 E Big Beaver	Deco Grand
95-481	88-99-00-055-925-01	1100 W Maple	United Solar
97-417	88-99-00-057-112-01	1788 Northwood	Osmic

We are available to answer any questions you may have.



March 14, 2002

TO: MAYOR AND MEMBERS OF COUNCIL

FROM: LORI GRIGG BLUHM, CITY ATTORNEY

RE: REVISION OF VERIZON AGREEMENT FOR CO-LOCATION

As you may recall, City Council approved the Verizon Acknowledgement and Lease at the March 4, 2002 City Council meeting. Since that time, Verizon has requested a revision to the Rent Schedule, which is attached as Exhibit C. The previous rent schedule was consistent with Troy's lease with AT & T, which was entered into in 1998. Under that rent schedule, A T & T was required to make a \$60,000 lump sum payment. However, AT & T was afforded a "grace period" of four years before the first payment would need to be made. Verizon has asked for a similar "grace period" of four years. This would require an amendment to the acknowledgement and lease.

A copy of the entire acknowledgement and lease is attached for your consideration. If you have any questions concerning the above, please let me know.

ACKNOWLEDGMENT AND LEASE

This Acknowledgment and Lease (the "Acknowledgment") is made this ____ day of _____ 2002 between **New Par, a Delaware partnership, d/b/a Verizon Wireless, by Verizon Wireless (VAW) LLC, its general partner ("Verizon Wireless")**, whose address is 180 Washington Valley Road, Bedminster, New Jersey 07920, and the **City of Troy, a Michigan municipal corporation**, whose address is 500 West Big Beaver, Troy, Michigan 48084, (the "City").

- A. The City and Wireless PCS, Inc d/b/a AT&T Wireless Services ("AT&T") entered into a Ground Lease dated October 6, 1998 (the "Lease") pertaining to the lease of a certain part of the City's property located at the Sylvan Glen Golf Course, Troy, Michigan (the "Property"), to enable AT&T to construct a communication tower and equipment shelter (collectively referred to as the "Tower") for use by AT&T, the City and by other telecommunications companies.
- B. Under the terms of the Lease, AT&T is required to allow other telecommunications companies to utilize the Tower constructed by AT&T, with the rental for such use of the Tower space and a part of the City's property payable to the City.
- C. Verizon Wireless is interested in leasing a part of the Tower and equipment shelter constructed by AT&T as authorized by the Lease.
- D. The parties are desirous of setting forth their agreements with respect to the utilization of the Tower.

NOW THEREFORE Verizon Wireless and the City agree as follows

1. **Lease.** The City leases to Verizon Wireless and Verizon Wireless leases from the City a portion of the 21' x 42 ½' equipment shelter constructed upon the Property together with a non-exclusive easement for ingress and egress over the adjacent real property as legally described in the access easement and the utilities easement under the Lease. In addition, Verizon Wireless may utilize the vertical space at 137 feet on the Tower unless modified by a written amendment executed by the City, Verizon Wireless and AT&T. Verizon Wireless' Facilities and easement are collectively referred to as "Verizon Wireless' Premises".
2. **Consideration.** Verizon Wireless agrees to pay the City a lump sum non-refundable initial payment of **Fifty Thousand Dollars and No/100 (\$50,000.00)**; and the sum of **Ten Thousand Dollars and No/100 (\$10,000.00)** for the purchase of microwave communications equipment; in connection with the negotiation of the Lease in lieu of annual rent for part of the initial seven (7) year term commencing July 1, 2002. Verizon Wireless shall pay the City as annual rent for the Premises each year during the term of this Lease, the rent specified on the attached Exhibit A, which annual rent payment shall commence without further notice on July 1, 2006.
3. **Consent to be bound by Lease.** Verizon Wireless agrees and acknowledges that it has reviewed the terms of the Lease between the City of Troy and AT&T. Verizon Wireless agrees to be bound by paragraphs 1 through 36 of the Lease as if it were a tenant under such Lease. Such terms are incorporated by reference into this Acknowledgment.

4. **Insurance and Indemnity.** Verizon Wireless shall provide the City copies of insurance naming the City as an additional insured party as required by paragraph 21 of the Lease. Verizon Wireless agrees to assume the risks of a tenant under such Lease and indemnify the City in accordance with the terms set forth in the Lease, including, but not limited to, the indemnification pertaining to hazardous substances.
5. **Waiver of City's Lien.** (a) The City waives any lien rights it may have concerning Verizon Wireless' Facilities which are deemed Verizon Wireless' personal property and not fixtures, and Verizon Wireless has the right to remove the same at any time without the City's consent.
6. **Assignment.** Verizon Wireless may not assign, or otherwise transfer all or any part of its interest in this Acknowledgment or in Verizon Wireless' Premises without the prior written consent of the City, provided, however, that Verizon Wireless may assign its interest to its parent company, any subsidiary or affiliate or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets. The City may assign this Acknowledgment upon written notice to Verizon Wireless, subject to the assignee assuming all of the City's obligations herein, including but not limited to, those set forth in Paragraph 5 above.
7. **Authority.** By execution of this Acknowledgment, each party acknowledges that it has the authority to execute this document on behalf of the party for whom it is signing this Agreement.
8. **Inconsistencies.** In the case of any inconsistencies between the terms and conditions contained in the Lease Agreement entered into October 6, 1998, between the City and AT&T, hereby acknowledged, the terms and conditions herein shall control.

SIGNATURES AND ACKNOWLEDGEMENTS APPEAR ON THE FOLLOWING PAGES

IN WITNESS HEREOF, the parties have executed this Acknowledgement on the date set forth below.

WITNESSED:

**New Par, a Delaware partnership
d/b/a Verizon Wireless (VAW) LLC,
its general partner**

Printed Name

Richard J. Lynch
Exec. Vice-President
& Chief Technical Officer
Date: _____

Printed Name

WITNESSED:

**City of Troy, a Michigan municipal
Corporation**

Printed Name

By: _____
Its: _____
Date: _____

Printed Name

Printed Name

By: _____
Its: _____
Date: _____

Printed Name

STATE OF _____ }
COUNTY OF _____ } ss.

The foregoing instrument was acknowledged before me on this ____ day of _____, 2002 by _____, New Par d/b/a Verizon Wireless, on behalf of said partnership.

Notary Public

STATE OF MICHIGAN }
COUNTY OF OAKLAND }

The foregoing instrument was acknowledged before me on this ____ day of _____, 2002 by _____ and _____, Mayor and Clerk respectively, of the City of Troy, a Michigan municipal corporation, on behalf of said corporation.

Notary Public

EXHIBIT A

RENT

<u>Years 1 through 7</u>		<u>Annual Rent</u>
1.	July 1, 2002-June 30, 2003	\$0
2.	July 1, 2003-June 30, 2004	\$0
3.	July 1, 2004-June 30, 2005	\$0
4.	July 1, 2005-June 30, 2006	\$0
5.	July 1, 2006-June 30, 2007	\$10,000.00
6.	July 1, 2007-June 30, 2008	\$14,400.00
7.	July 1, 2008-June 30, 2009	\$14,400.00
<u>Years 8 through 12</u>		<u>Annual Rent</u>
8.	July 1, 2009-June 30, 2010	\$16,800.00
9.	July 1, 2010-June 30, 2011	\$16,800.00
10.	July 1, 2011-June 30, 2012	\$16,800.00
11.	July 1, 2012-June 30, 2013	\$16,800.00
12.	July 1, 2013-June 30, 2014	\$16,800.00
<u>Years 13 through 17</u>		<u>Annual Rent</u>
13.	July 1, 2014-June 30, 2015	\$19,200.00
14.	July 1, 2015-June 30, 2016	\$19,200.00
15.	July 1, 2016-June 30, 2017	\$19,200.00
16.	July 1, 2017-June 30, 2018	\$19,200.00
17.	July 1, 2018-June 30, 2019	\$19,200.00
<u>Years 18 through 22</u>		<u>Annual Rent</u>
18.	July 1, 2019-June 30, 2020	\$21,600.00
19.	July 1, 2020-June 30, 2021	\$21,600.00
20.	July 1, 2021-June 30, 2022	\$21,600.00
21.	July 1, 2022-June 30, 2023	\$21,600.00
22.	July 1, 2023-June 30, 2024	\$21,600.00
<u>Years 23 through 25</u>		<u>Annual Rent</u>
23.	July 1, 2024-June 30, 2025	\$24,000.00
24.	July 1, 2025-June 30, 2026	\$24,000.00
25.	July 1, 2026-June 30, 2027	\$24,000.00

LEASE AGREEMENT

This Lease ("Lease") is entered into this 6th day of October, 1998, between the CITY OF TROY, a Michigan municipal corporation, whose address is 500 West Big Beaver, Troy, Michigan 48084, ("Landlord") and AT&T WIRELESS SERVICES PCS, INC., a Delaware corporation, acting by and through its Agent, WIRELESS PCS, INC., d/b/a AT&T WIRELESS SERVICES, whose address is 26877 Northwestern Highway, Suite 350, Southfield, MI 48034, ("Tenant").

RECITALS

- A. Landlord is the owner of a certain parcel of land located in the City of Troy, commonly known as "Sylvan Glen Golf Course", legally described on the attached **Exhibit A** (the "Property").
- B. Tenant is in the telecommunications business and desires to lease from Landlord a certain part of the Property, which part is legally described on **Exhibit B** (the "Premises") to construct and operate on the Premises a one hundred sixty-six (166') foot high monopole-type tower (the "Tower") as shown on the plans and specifications for the Premises for use by Tenant in connection with its telecommunications business and for use by Landlord and others authorized by Landlord and Tenant for communication purposes and other non-interfering uses.
- C. Landlord is willing to lease to Tenant and Tenant is willing to lease from Landlord the Premises upon the terms and conditions set forth in this Lease Agreement (the "Lease").

THEREFORE, in consideration of the mutual covenants contained in this Lease, the Landlord and Tenant agree as follows:

1. **Leased Premises.** Landlord leases to Tenant and Tenant leases from Landlord the ground space described on **Exhibit A** to construct the Tower and one equipment shelter of 21' x 42-1/2' size in accordance with the site plan attached as **Exhibit B** (the "Equipment Shelter") for use by Landlord, Tenant and two (2) other users, together with a non-exclusive easement for ingress, egress and utilities over the adjacent real property as legally described on the attached **Exhibit B** under the caption "Access Easement" and "Utilities Easement". Landlord and Tenant acknowledge that Landlord may use the vertical space _____ feet on the Tower, and that Tenant may use the vertical space at 166 feet on the Tower, unless modified by a written amendment executed by Landlord and Tenant. The Equipment Shelter shall be constructed with separate rooms for use by Tenant, Landlord and two (2) other users, with separate entrances, electrical outlets and utility services for each occupant. All of the foregoing are collectively referred to as the "Premises". This Lease is not a franchise pursuant to Article 7, Section 29 of the Michigan Constitution, nor is it a permit to use the rights-of-way under Article 2A of the Michigan Telecommunications Act, Act No. 216 of the Public Acts of 1995. Any such franchise or Act 216 permit must be obtained separately from Landlord.

2. **Term and Renewals.** The initial term of this Lease shall commence on the date of issuance of a Certificate of Occupancy by the City (the "Commencement Date") and shall end on June 30, 2007. Provided Tenant is not in default under this Lease, this Lease shall be automatically renewed for up to three (3) successive renewal terms of five (5) years each at the expiration of each preceding term and one (1) final renewal term of three (3) years, unless Tenant notifies Landlord in writing at least one hundred twenty (120) days prior to expiration of the then current term of the Lease. Each renewal shall be on the same terms and conditions as are contained in this Lease, except that the rental rate shall be adjusted as provided on **Exhibit C** of this Lease and there shall be no renewal after the final renewal term.

3. **Rent and Other Consideration.**

a. Tenant shall pay Landlord a lump sum, non-refundable initial payment of Sixty Thousand (\$60,000.00) Dollars in lieu of rent, which represents Ten Thousand (\$10,000.00) Dollars for the purchase of microwave communications equipment by the City and Fifty Thousand (\$50,000.00) Dollars as a non-refundable payment in lieu of annual rent for the initial four years and two months. As additional consideration for the initial term of the Lease, Tenant shall construct the Tower and Equipment Shelter as specified in paragraph 1 of this Lease, and as shown and described on **Exhibit B** and **Exhibit D**. In addition, Tenant shall pay Landlord as annual rent for the Premises each year during the term of this Lease the rental specified on **Exhibit C**. The annual rent payments shall commence without further notice on July 1, 2004. If the term of the Lease shall commence on a date other than July 1, the term of the initial term shall be adjusted by the number of days between the Commencement Date and July 1 so that all of Landlord's Tower and Antennae Leases shall be on July 1 anniversary dates. Tenant shall pay Landlord Rent annually in advance on July 1 of each year that the Lease is in effect. All Rent shall be paid without offset.

b. Tenant shall pay Landlord a late payment charge equal to five (5%) percent of the late payment for any payment not paid when due. Any amounts not paid when due shall also bear interest until paid at the lesser of the rate of two (2%) percent per month or the highest rate permitted by law.

c. To the extent that Landlord desires to purchase telephone service from Tenant, Tenant shall offer this service to Landlord at the most favorable rate and terms that Tenant offers to any other municipality.

d. In addition, upon execution of this Lease by Tenant, Tenant shall reimburse Landlord for its reasonable costs and expenses, including hardware, consultant and attorney fees, incurred by Landlord in connection with the negotiation and preparation of this Lease, Ten Thousand (\$10,000.00) Dollars for all of the leases negotiated concurrently at the time of this Lease.

e. Tenant agrees to use its best efforts to collocate future facilities and minimize the number of new Towers in the City.

4. **Use of Premises; Compliance with Laws.** Tenant shall use the Premises for the construction, operation, maintenance and repair of a telecommunications tower, equipment shelter, related facilities, antennae or buildings and for no other purposes. Tenant agrees to restrict its use of the Tower to that portion of the structure as set forth in Paragraph 1. Landlord reserves the right to require Tenant to move Tenant's antenna locations on the Tower to accommodate Landlord's own needs, provided, however, that Tenant shall in all cases be able to utilize the Tower at the new location for its intended purpose. Upon receipt of notice directing Tenant to move its antenna locations, Tenant shall move such antennae at Landlord's cost, subject to Landlord's supervision in accordance with the following provisions:

a. If Landlord desires that Tenant move its antenna locations, Landlord shall give Tenant sixty (60) days notice, which notice shall contain the location on the Tower required by Landlord to be occupied by Tenant in order to allow Tenant to comply with applicable rules and regulations of the Federal Communications Commission ("FCC") and to provide similar coverage.

b. Any movement of Tenant's antenna(e) shall not serve to increase or decrease the Rent to be paid by Tenant.

c. At the request of Landlord, Tenant shall at Landlord's reasonable cost and only with Landlord's prior approval, obtain the written opinion of a licensed structural engineer and/or electronics engineer in good standing with the State of Michigan which determines that the new location of the antenna(e) is structurally appropriate and will not interfere with the communication requirements of other Tower users, including Landlord.

Tenant shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including but not limited to laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use, operation, maintenance, construction and/or installation of the Premises. In connection with any required approvals or extensions, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses, permits and authorizations required for Tenant's use of the Premises from all applicable governmental and regulatory entities (the "Governmental Approvals"). Landlord agrees to allow Tenant to perform surveys, soils testing, and other engineering procedures and environmental investigations on, under and over the Premises to determine that the Premises are suitable for Tenant's intended use, provided Tenant restores any property or soil disturbed by such activities. Tenant expressly agrees to indemnify and hold the Landlord, its employees, appointed and elected officials, and volunteers and other individuals working on behalf of the Landlord, harmless against any losses, costs, expenses, damages, liabilities, or claims whether groundless or not, arising out of bodily injury, sickness or disease, including death resulting at any time therefrom, which may be sustained or claimed by any person or persons, or destruction of any property, (including the loss of use thereof) based on any act or omission, negligent or otherwise, of the Tenant or anyone acting on behalf of the Tenant incident to the entry, investigation or testing of the Premises, except that Tenant shall not be responsible for indemnification to the Landlord for damages caused by or resulting from the Landlord's sole negligence; and Tenant shall at its own cost and expense, defend any such claim and any suit,

action or proceeding which may be commenced thereunder and Tenant shall pay any and all judgments which may be recovered in any such suit, action or proceeding and any and all expenses, including but not limited to costs, attorney fees and settlement expenses which may be incurred therein as they relate in any way to such investigation.

5. **Landlord's Use of Premises.** Until such time as the Tower is conveyed to Landlord pursuant to Paragraph 34(c) of the Lease, the Tower shall be installed and owned by Tenant. Landlord shall have the right to use the Premises and the portion of the Tower to be constructed by Tenant for any lawful purpose. In addition, Landlord shall have the right to lease the Tower to other users for commercial purposes (except for that part occupied or served by Tenant and Landlord), subject to review by Landlord and Tenant to determine that the proposed use will not interfere with either's operation. The person seeking to install the additional antennae upon the Tower shall provide at its expense sufficient information as may be required by Landlord and Tenant to determine that the new proposed use will not interfere with Tenant's use of the Tower by Landlord or Tenant or cause any adverse effect on the structural integrity of the Tower. All rental income derived from the Tower and Premises shall be payable to Landlord, and the terms of any such agreement must be approved by Landlord and Tenant shall not unreasonably withhold its approval of any such use.

6. **Tenant Improvements; Tenant's Use of Landlord's Tower.** Immediately after the Commencement Date and after obtaining site plan approval for the Tower, Tenant shall construct the Tower and the Equipment Shelter as shown on the attached Exhibits within ninety (90) days thereafter. The Tower and related facilities shall be so constructed to be able to accommodate the antennae of Tenant, Landlord, and two (2) other wireless communication providers. The Equipment Shelter shall be for use by the Tenant, Landlord and two (2) other users. The Equipment Shelter shall be constructed of brick materials to match the existing building on the Property or of other suitable materials approved by the Landlord's City Manager. Tenant shall also construct all ancillary support facilities as set forth in the Specifications set forth in **Exhibit E**, within the time period specified above. Prior to commencing construction, Tenant shall submit plans and specifications for all improvements to Landlord for Landlord's written approval, such approval not to be unreasonably withheld. Prior to commencing construction, Tenant shall also provide Landlord with the name of the contractor that will be constructing the improvements. Tenant shall also install antennae for the Landlord if engineering, design and other specifications are timely made available to Tenant by Landlord. The contractor is subject to the prior written approval of Landlord, which approval shall not be unreasonably withheld. All improvements shall be constructed in a workmanlike manner without the attachment of any liens to the Premises and shall be completed in compliance with all applicable laws, rules, ordinances and regulations. Until conveyed by the Tenant pursuant to Paragraph 34(c), the Tower shall remain the property of the Tenant with all rental income derived payable to Landlord. At that time, Tenant shall execute and deliver a Bill of Sale in a form satisfactory to Landlord's counsel conveying to the Landlord the Tower and related facilities to which Landlord is entitled to own under the terms of this Lease.

7. **Net Lease.** Landlord shall not be required to make any expenditures of any kind in connection with this Lease or to make any maintenance, repairs or improvements to the Premises. The parties agree that this is a net Lease intended to assure Landlord the rent reserved on an absolute net basis. In addition to the Rent reserved above, Tenant shall pay to the party entitled thereto its prorated share of all taxes, assessments, insurance premiums, maintenance charges, and any other charges, costs and expenses against the Premises which may be contemplated under any provisions of this Lease, provided however, that the taxes, maintenance and insurance charges for the Tower shall be prorated among the users, other than the Landlord, based upon the number of such users. In addition, Tenant shall be responsible for its prorata share of the taxes, maintenance and insurance charges relating to the Tower that would otherwise be chargeable to the Landlord. If the number of commercial users shall change during the term of this Lease, the proportionate share of the expenses shall be adjusted accordingly between any commercial users (except Landlord).

8. **Signs.** Tenant shall not place any signs on the Premises without Landlord's approval. Landlord shall have the right to withhold approval of any sign which in Landlord's sole discretion is not compatible with Landlord's use and development of the Property.

9. **Taxes.** Tenant shall pay all real property taxes and assessments for the Premises, if any, which become due and payable during the term of this Lease which are associated with its use. All such payments shall be made, and evidence of all such payments shall be provided to Landlord, at least ten (10) days prior to the delinquency date of the payment. Tenant shall pay all taxes on its personal property on the Premises. If the methods of taxation in effect at the Commencement Date of the Lease are altered so that in lieu of or as a substitute for any portion of the real property taxes and special assessments now imposed on real property there is imposed any tax Tenant shall pay those amounts in the same manner as provided for the payment of real property taxes.

10. **Maintenance.** Tenant shall, at its own expense, maintain the Premises and all improvements, equipment and other personal property installed upon the Premises by Tenant in good working order, condition and repair. As additional consideration for this Lease, Tenant agrees to pay Landlord's share of the maintenance of the Tower. Tenant shall require all other users of the Tower to pay for their respective share of the maintenance cost of the Tower and related facilities. Such users shall be equally responsible for maintenance and insurance (including if Tenant terminates this Lease), and Tenant shall provide itemized statements for the maintenance work if requested by Landlord or any user of the Tower. Tenant shall also keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference. Tenant shall submit to Landlord and other users of the Tower an annual inspection report prepared by a competent tower inspection company regarding the integrity and maintenance of the Tower. Costs of the annual inspection report shall be prorated among the commercial users of the Tower.

11. **Quiet Enjoyment.** Landlord covenants and agrees that upon payment by the Tenant of the Rent under this Lease and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall

peaceably and quietly hold and enjoy the property, the rights, and privileges granted for the term demised without hindrance or interference by Landlord or any other person, and Landlord shall perform all of its obligations under this Lease. Tenant acknowledges that the Property is a municipal golf course. Tenant agrees that it will not at any time interfere with the use of the Premises by Landlord or its invitees except in the case of an emergency. Tenant shall conduct its maintenance activities at times when the outdoor area of the Premises are not in use. Landlord and its invitees shall have the right to conduct activities in the area of the Tower without constituting a breach of Tenant's right of quiet enjoyment of the Property.

12. **Access.** Subject to the limitation set forth in Paragraph 11, Landlord and its agents shall have the right to enter the Premises at reasonable times to examine and inspect the Premises. Tenant shall have access to the Premises 24 hours a day 7 days per week, provided it does not interfere with Landlord's operations on the Premises.

13. **Utilities.** Tenant shall at its sole expense provide any utility service to the Premises that it desires. If there are additional users of the Tower, each user's utility usage shall be separately metered. Tenant shall pay when due all charges for its usage of utilities to the Premises during the term of the Lease.

14. **License Fees.** Tenant shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Tenant's use of the Premises.

15. **Broadcast Interference.**

a. **Definition.** As used in this Lease, "interference" with a broadcasting activity means:

- (i) Interference within the meaning of the provisions of recommended practices of the Electronics Industries Associations (EIA) and the rules and regulations of the Federal Communications Commission (FCC) then in effect, or
- (ii) A material impairment of the quality of either sound or picture signals on a broadcasting activity as may be defined by the FCC at any hour during the period of operation of activity, as compared with that which would be obtained if no other broadcaster were broadcasting from the Property or had any equipment on the Property.

b. Tenant shall take reasonable actions to prevent and properly remove any interference with broadcast activities of Landlord or other tenants of Landlord caused by Tenant's use of the Premises. Landlord shall take reasonable actions to prevent and promptly remove or cause to be removed any interference with Tenant's broadcast activities caused by Landlord or Landlord's lessees, licensees, invitees, or agents.

16. **Governmental Approvals.** This Lease is contingent upon Tenant's obtaining all necessary governmental approvals, permits or licenses that Tenant may deem necessary. This contingency shall be deemed waived sixty (60) days after date of this Lease unless Tenant provides Landlord written notice within the sixty (60) day period that it is terminating the Lease due to its inability to obtain necessary approvals.

17. **Default and Landlord's Remedies.**

a. It shall be a default if:

- (i) Tenant defaults in the payment of any sums to Landlord when due, and does not cure such default within ten (10) days.
- (ii) Tenant defaults in the performance of any other covenant or condition of this Lease and does not cure such other default within thirty (30) days after written notice from Landlord specifying the default complained of.
- (iii) Tenant abandons or vacates the Premises.
- (iv) Tenant is adjudicated a bankrupt or makes any assignment for the benefit of creditors.
- (v) Tenant becomes insolvent or Landlord reasonably believes itself to be insecure.

b. In the event of a default under this Lease by Tenant, Landlord shall be entitled to any remedies provided under this Lease and as shall then be provided by law; except that Landlord shall not be entitled to distrain any personal property (including fixtures) on the property except those to which Landlord is entitled at the end of the term of the Lease; provided that prior to and as a condition precedent to the exercise of any remedy, Landlord shall give to Tenant written notice of default and the nature of the default and Tenant shall have thirty (30) days (or if the default cannot be cured within thirty (30) days a longer period as shall be necessary to cure the default acting with due diligence) after receipt of the notice within which to cure the default during which period no remedy shall be pursued.

c. For a breach of any provision of this Lease requiring that the use be in compliance with all applicable laws, rules, regulations, or standards, including but not limited to FCC rules and regulations, interference standards, environmental laws, or health protection laws, rules or regulations, Landlord may, in addition to any other remedy it may have under this Lease or at law, obtain a temporary restraining order and preliminary injunction compelling it to cease and desist all operations on the Leased Premises until further order of the Court, since Landlord does not have an adequate remedy at law. Prior to invoking such remedy, Tenant shall be given a thirty (30) day notice of the alleged default so that it may cure such default.

d. No re-entry and taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease, regardless of the extent of renovations and alterations by Landlord, unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

e. If suit shall be brought by Landlord for recovery of possession of the Premises, for the recovery of any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant, the Tenant shall pay to the Landlord all expenses incurred therefor, including reasonable attorney fees.

18. **Cure by Landlord.** In the event of any default of this Lease by Tenant, the Landlord may at any time, after notice, cure the default for the account of and at the expense of the Tenant. If Landlord is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fee in instituting, prosecuting or defending any action to enforce the Landlord's rights under this Lease, the sums so paid by Landlord, with all interest, costs and damages shall be deemed to be Additional Rental and shall be due from the Tenant to Landlord on the first day of the month following the incurring of the respective expenses.

19. **Damage or Destruction.** If the Tower or any portion of the Tower is destroyed or damaged so as to materially hinder effective use of the Tower due to an "act of God" or other cause which is not the fault of the Landlord, Landlord may elect to terminate this Lease if Tenant does not repair or restore the Premises within one hundred twenty (120) days of written notice to Tenant of the damage or destruction which period Landlord agrees to reasonably extend if Tenant has diligently pursued such repair or restoration, but has been unable to complete such work for reasons beyond its control. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction. Landlord shall be entitled to retain any consideration paid. Landlord requires Tenant to repair or restore the Premises for use by Landlord.

20. **Condemnation.** In the event the Premises are taken by eminent domain, this Lease shall terminate as of the date title to the Premises vests in the condemning authority. In the event a portion of the Premises is taken by eminent domain so as to materially hinder effective use of the Premises by Tenant, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the award paid for the taking and the Landlord shall receive full amount of such award. Tenant shall hereby expressly waive any right or claim to any portion thereof although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, shall belong to Landlord. Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, and leasehold improvements.

21. **Indemnity and Insurance.**

a. **Disclaimer of Liability.** Landlord shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Tenant's construction, maintenance, repair, use, operation, condition or dismantling of the Premises.

b. **Indemnification.** Tenant shall, at its sole cost and expense, indemnify and hold harmless Landlord and all associated, affiliated, allied and subsidiary entities of Landlord, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees"), from and against:

- (i) Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Tenant, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Premises or the Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.
- (ii) Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Tenant, its contractors or sub-contractors, for the installation, construction, operation, maintenance or use of the Premises and, upon the written request of Landlord, Tenant shall cause such claim or lien covering Landlord's property to be discharged or bonded within thirty (30) days following such request.

c. **Assumption.** Tenant undertakes and assumes for its officers, agents, contractors and subcontractors and employees (collectively "Tenant" for the purpose of this section), all risk of dangerous conditions, if any, on or about the Premises, and Tenant hereby agrees to indemnify and hold harmless the Indemnitees against and from any claim asserted or

liability imposed upon the Indemnitees for personal injury or property damage to any person (other than from Indemnitee's gross negligence) arising out of the Tenant's installation, operation, maintenance, condition or use of the Premises or Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.

d. **Defense of Indemnitees.** In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Tenant shall, upon notice from any of the Indemnitees, at Tenant's sole cost and expense, resist and defend the same with legal counsel mutually selected by Tenant and Landlord; provided however, that Tenant shall not admit liability in any such matter on behalf of the Indemnitees without the written consent of Landlord and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Tenant.

e. **Notice, Cooperation and Expenses.** Landlord shall give Tenant prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing shall be deemed to prevent Landlord from cooperating with Tenant and participating in the defense of any litigation by Landlord's own counsel. Tenant shall pay all expenses incurred by Landlord in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by the Landlord's attorney, and the actual expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings but shall not include attorneys fees for services that are unnecessarily duplicative of services provided Landlord by Tenant. If Tenant requests Landlord to assist it in such defense then Tenant shall pay all expenses incurred by Landlord, including defending itself with regard to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the costs of any services rendered by the Landlord's attorney, and the actual expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings.

f. **Insurance.** During the term of the Lease, Tenant shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

- (i) Worker's compensation insurance meeting Michigan statutory requirements.
- (ii) Comprehensive commercial general liability insurance with minimum limits of Three Million (\$3,000,000) Dollars as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for completed operations liability, independent contractor's liability; coverage for property damage from perils of

explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

- (iii) Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Tenant, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of the Michigan No-Fault Insurance Law including residual liability, insurance with minimum limits of One Million (\$1,000,000) Dollars as the combined single limit for each occurrence for bodily injury and property damage.
- (iv) Property insurance in the full insurable replacement value of the Tower, Equipment Shelter and related facilities on a prorata basis with other commercial users.
- (v) At the start of and during the period of any construction, builders all-risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Tower. Upon completion of the installation of the Tower, Tenant shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Premises. The amount of insurance at all times shall be representative of the insurable values installed or constructed.
- (vi) Business interruption insurance coverage in an amount sufficient to cover such loss of revenues, for the period of time which it would take, under normal circumstances, to repair or replace that part(s) of the Premises which is damaged and caused the loss of revenue.
- (vii) All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims made basis.
- (viii) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

g. **Named Insured.** All policies, except for business interruption and worker's compensation policies, shall name Landlord and all associated, affiliated, allied and subsidiary entities of Landlord, now existing or hereafter created, and their respective officers, boards, commissions, employees, agents and contractors, as their respective interests may appear as additional insured (herein referred to as the "Additional Insured"). Each policy which is to be endorsed to add Additional Insured hereunder, shall contain cross-liability wording, as follows:

In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder.

h. **Evidence of Insurance.** Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this paragraph, along with written evidence of payment of required premiums shall be filed and maintained with Landlord annually during the term of the Lease. Alternatively, Tenant shall provide Landlord with evidence of participation in a satisfactory self-insurance program. Tenant shall immediately advise Landlord of any claim or litigation that may result in liability to Landlord.

i. **Cancellation of Policies of Insurance.** All insurance policies maintained pursuant to this Lease shall contain the following endorsement:

At least sixty (60) days prior written notice shall be given to Landlord by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered mail to the parties named in this paragraph of the Lease.

j. **Insurance Companies.** All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Michigan which are satisfactory to Landlord.

k. **Deductibles.** All insurance policies may be written with deductibles, not to exceed \$50,000 unless approved in advance by Landlord. Tenant agrees to indemnify and save harmless Landlord, the Indemnitees and Additional Insured from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease.

l. **Contractors.** Tenant shall require that each and every one of its contractors and their subcontractors carry, in full force and effect, workers' compensation, comprehensive public liability and automobile liability insurance coverage of the type which Tenant is required to obtain under the terms of this paragraph with appropriate limits of insurance.

m. **Review of Limits.** Once during each calendar year during the term of this Lease, Landlord may review the insurance coverage to be carried by Tenant. If Landlord determines that higher limits of coverage are necessary to protect the interests of Landlord or the Additional insured, Tenant shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense.

22. **Hazardous Substance Indemnification.** Landlord and Tenant represent and warrant that their respective use of the Premises will not generate any hazardous substance, and they will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance. Each party further agrees to hold the other harmless from and indemnify such party against any release of any such hazardous substance and any damage, loss, or expense or liability resulting from such release, including all attorney fees, costs and penalties incurred as a result thereof except any release caused by the negligence of the releasing party, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

23. **Holding Over.** Any holding over after the expiration of the term hereof, with the consent of the Landlord, shall be construed to be a tenancy from month to month at two times the rents specified in this Lease prorated on a monthly basis) and shall otherwise be for the term and on the conditions specified in this Lease, so far as applicable.

24. **Subordination to Mortgage.** Any mortgage now or subsequently placed upon any property of which the Premises are a part shall be deemed to be prior in time and senior to the rights of the Tenant under this Lease. Tenant subordinates all of its interest in the leasehold estate created by this Lease to the lien of any such mortgage. Tenant shall, at Landlord's request, execute any additional documents necessary to indicate this subordination.

25. **Removal of Equipment; Restoration;** Except as otherwise provided herein, upon the expiration of this Lease, or the earlier termination and cancellation of this Lease by Tenant for any reason, Tenant may remove all of its antennae, equipment and other personal property located within the Equipment Shelter, and fixtures, including but not limited to its transmitting and receiving equipment, transmitting and receiving antennae and transmission lines. The Tower and Equipment Shelter will remain at the Leased Premises and, if requested by Landlord, be conveyed to the Landlord for One (\$1.00) Dollar at Landlord's option upon the termination of the Agreement. Conveyance of the Tower, Equipment Shelter and Related Facilities shall be by an instrument approved by Landlord's counsel. If requested by Landlord, Tenant shall removal the Tower, Equipment Shelter and related facilities. Tenant shall not remove any improvements which are required to be or which have been conveyed to Landlord pursuant to this Lease unless requested by Landlord. All removals required to be made by Tenant shall be completed with ninety (90) days after the effective date of expiration or other termination. Tenant shall restore the Property to substantially the same condition as existed as of the commencement of the term of this Lease, reasonable wear and tear excepted, provided, however, that Tenant will remove any driveways, sidewalks and foundation if requested by Landlord in accordance with Landlord's codes, ordinances or regulations. Underground piping or wiring or any other fixtures or improvements shall be reduced to a depth of not less than one foot below ground level, unless other requirements are imposed by Landlord under its applicable codes. Tenant shall not remove

any security fence built by Tenant (unless otherwise requested by Landlord) and same shall become the property of the Landlord. In the event that the Tenant fails to remove any improvements it installed on the Property which it is required or entitled to remove within ninety (90) days of the termination of the Lease, Landlord may do so with the reasonable costs of same to be charged to the Tenant.

26. **Removal Bond.** Upon default, Tenant shall provide a letter of credit, cash deposit or other security satisfactory to Landlord's counsel in an amount determined by a licensed structural engineer for Tenant's proportionate amount of the cost of removing the Tower, Equipment Shelter and related facility as required under Section 25.

27. **Acceptance of Premises.** By taking possession of the Premises, Tenant accepts the Premises in the condition existing as of the Commencement Date. Landlord makes no representation or warranty with respect to the condition of the Premises and Landlord shall not be liable for any latent or patent defect in the Premises.

28. **Estoppel Certificate.** Tenant shall, at any time and from time to time upon not less than ten (10) days prior request by Landlord, deliver to Landlord a statement in writing certifying that

- a. the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identifying the modification);
- b. the dates to which rent and other charges have been paid;
- c. so far as the person making the certificate knows, Landlord is not in default under any provisions of the Lease; and
- d. such other matters as Landlord may reasonably request.

29. **Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested; to the following addresses:

If to Landlord, to:

City Manager
City of Troy
500 West Big Beaver Road
Troy, MI 48084

With a copy to:

City Attorney
City of Troy
500 West Big Beaver Road
Troy, MI 48084

If to Tenant, to:

AT&T Wireless Services, PCS, Inc.
Attn: General Counsel
26877 Northwestern Highway, Suite 350
Southfield, MI 48034

30. **Assignment and Subletting.** Tenant shall not assign this Lease in whole or in part, or sublet all or any part of the Premises without the Landlord's prior written consent, except that it is permissible to assign such Lease to a parent or subsidiary of the Tenant or to any entity which purchases substantially all of the assets of the Tenant Consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity of such consent to any subsequent assignment or subletting. This prohibition against any assignment or subletting shall not be construed to include a prohibition against any subletting or assignment by operation of law. If this Lease is assigned, or if the Premises or any part thereof is sublet or occupied by anyone other than Tenant, Landlord may collect rent from the assignee, subtenant or occupant and apply the net amount collected to the rent and other obligations of Tenant, but no assignment, subletting, occupancy or collection shall be deemed a waiver or release of Tenant from the further performance by Tenant of the covenants on the part of Tenant. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease. Any person or entity to which this Lease is assigned pursuant to the Bankruptcy Code, 11 USC §101, et seq., shall be deemed without further act to have assumed all of the obligations of Tenant arising under this Lease on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Landlord an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Landlord, shall be the exclusive property of Landlord, and shall not constitute property of the Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid to Landlord.

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

32. **Co-Location.** Tenant agrees to allow the Landlord and two (2) other telecommunications providers to lease space upon the Tower upon reasonable request of such users, provided the use does not unreasonably interfere with Tenant's use, with rent received from the Tower payable to Landlord. Such co-location and lease terms, by additional users, shall be subject to review and approval by Landlord as required by this Lease.

33. **Contact Person; Notice of Change.** In order to have Landlord be able to contact the Tenant at any time with respect to the construction or operation of the Tower or its ancillary facilities, it is imperative that the Landlord have a current contact person and current phone number of such contact person at all times. Tenant has designated the following person with the following phone number as the contact person in charge of the oversight of construction and operation of the Tower:

Anthony Amine
Office - (248) _____
Pager - (248) _____

Tenant shall advise Landlord with 24 hours of any change in either the contact person or the phone number of the contact person.

34. **Lease Memorandum.** Simultaneous with the execution of this Lease, the parties have executed a Memorandum of Lease. Tenant or Landlord may record the Memorandum of Lease. If Tenant's survey of the Premises requires a correction to the legal description rider attached to the Memorandum of Lease, the parties will execute in recordable form a modified Memorandum of Lease or a supplement to the Memorandum of Lease.

35. **Termination.**

a. By Landlord, Landlord may terminate this Lease for any default by Tenant in its obligations under this Lease as provided in Paragraph 17.

36. **Miscellaneous.**

a. Landlord and Tenant represent that each, respectively has full right, power, and authority to execute this Lease.

b. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth. Any modification of or amendment to this Lease must be in writing and executed by both parties.

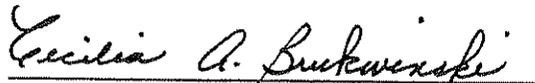
c. This Lease shall be construed in accordance with the laws of the State of Michigan.

d. If any term of this Lease is found to be void or invalid, such invalidity shall not effect the remaining terms of this Lease, which shall continue in full force and effect.

e. Tenant agrees to look solely to the interest of Landlord in the Premises for the satisfaction of any judgment against Landlord as a result of any breach by Landlord of its obligations under this Lease. No other property of Landlord shall be subject to levy or execution as a result of any claim by Tenant against Landlord arising out of the relationship created by this Lease.

This Lease was executed as of the date first set above.

WITNESSED:



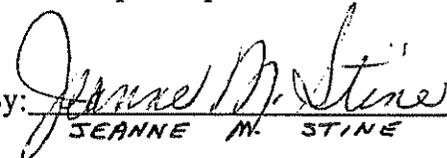
CECILIA A. BRUKWINSKI



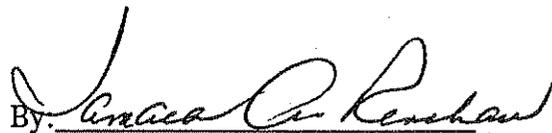
MARRANN HAYS

LANDLORD:

CITY OF TROY, a Michigan
municipal corporation

By: 

SEANNE M. STINE
Its: Mayor

By: 

TAMARA A. RENSHAW
Its: Clerk
T

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

To the Agreement dated _____, 1998 by and between the City of Troy, a Michigan municipal corporation ("Landlord") and AT&T Wireless Services PCS, Inc., a Delaware corporation, acting by and through its Agent, Wireless PCS, Inc., d/b/a AT&T Wireless.

Part of the Northeast $\frac{1}{4}$ of Section 11, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan more particularly described as: Commencing at the Northeast Corner of said Section 11; thence along the East line of said Section also the centerline of John R. Road due South 505.00 feet; thence South 89 degrees 50 minutes 00 seconds West, 312.00 feet; thence due North, 505.00 feet to the North line of said Section 1 and also the centerline of Square Lake Road; thence along said line South 89 degrees 50 minutes 00 seconds East, 312.00 feet to the point of beginning, subject to rights of the public on Square Lake Road and John R. Road.

EXHIBIT B-1

SITE PLAN OF THE PREMISES, WITH LEGAL DESCRIPTION OF THE PREMISES TO BE LEASED AND ACCESS AND UTILITY EASEMENTS

To the Agreement dated _____, 1998 by and between the City of Troy, a Michigan municipal corporation ("Landlord") and AT&T Wireless Services PCS, Inc., a Delaware corporation, acting by and through its Agent, Wireless PCS, Inc., d/b/a AT&T Wireless.

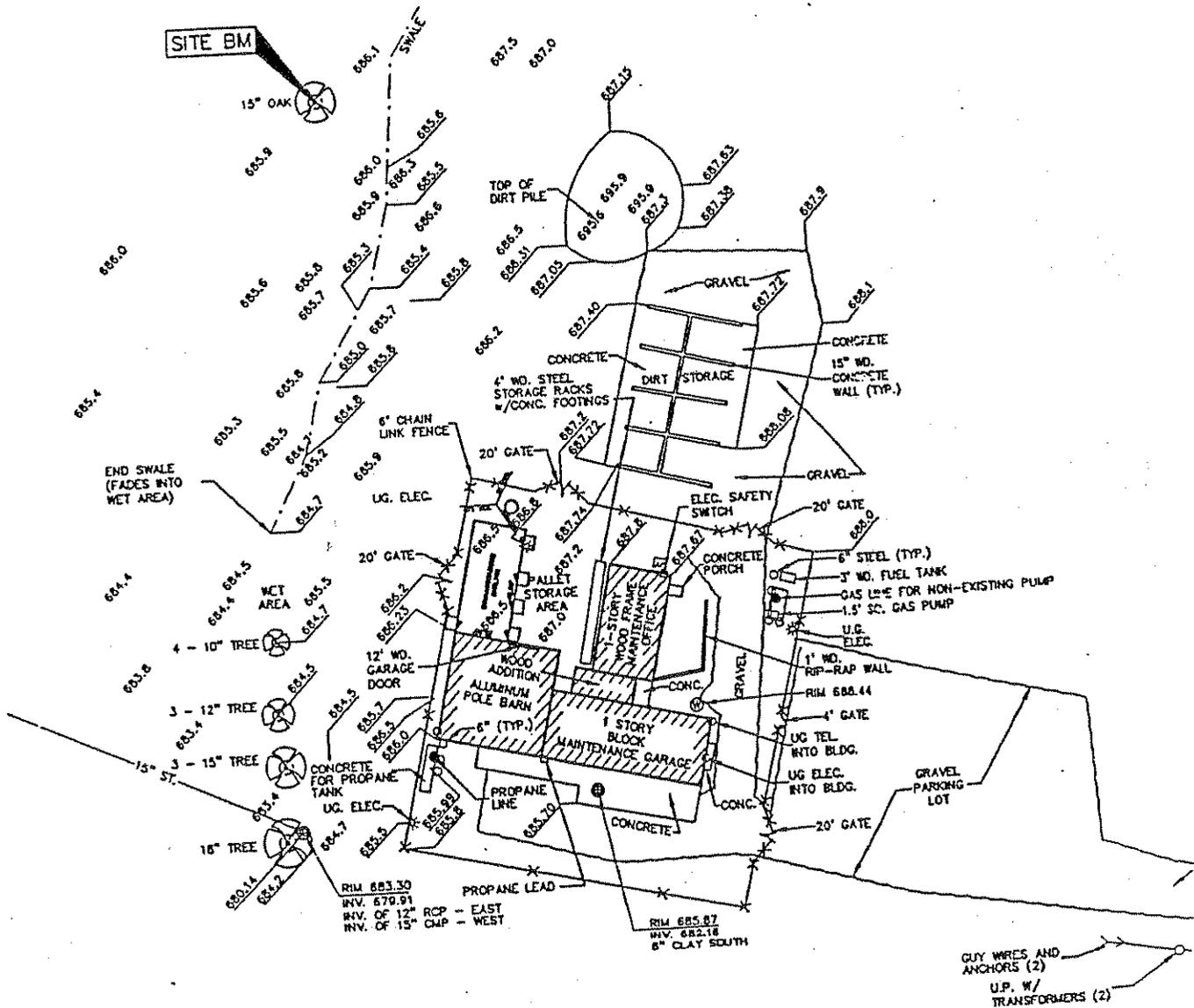


EXHIBIT B-2

SITE PLAN OF THE PREMISES, WITH LEGAL DESCRIPTION OF THE PREMISES TO BE LEASED AND ACCESS AND UTILITY EASEMENTS

To the Agreement dated _____, 1998 by and between the City of Troy, a Michigan municipal corporation ("Landlord") and AT&T Wireless Services PCS, Inc., a Delaware corporation, acting by and through its Agent, Wireless PCS, Inc., d/b/a AT&T Wireless.

LEGAL DESCRIPTION

(Total Parcel From The Phillip F. Greco Title Company No. 63-678228)

Situated in the City of Troy, Oakland County, Michigan, the Northeast $\frac{1}{4}$ of Section 10, T.2 N., R.11 E, City of Troy, Oakland County, Michigan.

LEGAL DESCRIPTION

PARCEL "A"

Part of the Northeast $\frac{1}{4}$ of Section 10, T.2 N., R.11 E, City of Troy, Oakland County, Michigan, commencing at the Northeast corner of Section 10; thence along the East section line South, 1964.14 feet; thence West 9.68 feet; thence 48.53 feet along a curve to the left, radius 31.00 feet, central angle $89^{\circ}41'22''$, chord bearing N $44^{\circ}01'00''$ W, 43.72 feet; thence N $68^{\circ}34'57''$ W, 49.90 feet; thence N $83^{\circ}55'31''$ W, 59.46 feet; thence N $88^{\circ}34'57''$ W, 168.80 feet; thence S $01^{\circ}25'15''$ W, 170.88 feet; thence N $79^{\circ}24'59''$ W, 902.34 feet; thence N $06^{\circ}01'31''$ E, 105.66 feet; thence N $74^{\circ}45'29''$ W, 57.90 feet; thence N $13^{\circ}12'15''$ E, 15.01 feet to the Point of Beginning; Thence S $13^{\circ}12'15''$ W, 56.50 feet; thence N $76^{\circ}47'45''$ W, 44.50 feet; thence N $13^{\circ}12'15''$ E, 56.50 feet; thence S $76^{\circ}47'45''$ E, 44.50 feet to the Point of Beginning, containing 2514.2 square feet or 0.057 acres.

NM SS LP

LEGAL DESCRIPTION

INGRESS/EGRESS EASEMENT

An ingress/egress easement over part of the Northeast $\frac{1}{4}$ Section of 10, T.2N., R.11 E, City of Troy, Oakland County, Michigan, commencing at the Northeast corner of Section 10; thence along the East section line South, 1845.42 feet to the Point of Beginning; Thence continuing South 118.72 feet; thence West 9.68 feet; thence 48.53 feet along a curve to the left, radius 31.00 feet, central angle $89^{\circ}41'22''$, chord bearing N $44^{\circ}01'00''$ W, 43.72 feet; thence N $88^{\circ}34'57''$ W, 49.90 feet; thence N $83^{\circ}55'31''$ W, 59.46 feet; thence N $88^{\circ}34'57''$ W, 168.80 feet; thence S $01^{\circ}25'15''$ W, 170.88 feet; thence N $79^{\circ}24'59''$ W, 902.34 feet; thence N $06^{\circ}01'31''$ E, 105.66 feet; thence N $74^{\circ}45'29''$ W, 57.90 feet; thence N $13^{\circ}12'15''$ E, 15.01 feet; thence S $74^{\circ}45'29''$ E, 71.20 feet; thence S $06^{\circ}01'31''$ W, 61.33 feet; thence S $75^{\circ}10'23''$ E, 49.33 feet; thence S $14^{\circ}49'37''$ W, 39.57 feet; thence S $79^{\circ}24'59''$ E, 803.36 feet; thence N $59^{\circ}51'52''$ E, 22.74 feet; thence N $01^{\circ}25'15''$ E, 157.43 feet; thence S $88^{\circ}34'57''$ E, 161.00 feet; thence N $45^{\circ}00'00''$ E, 44.41 feet; thence S $88^{\circ}34'57''$ E 90.64 feet; thence 50.19 feet along a curve to the left radius 31.00 feet, central angle $92^{\circ}46'0''$, chord bearing N $48^{\circ}12'58''$ E, 44.89 feet thence East 20.88 feet to the Point of Beginning.

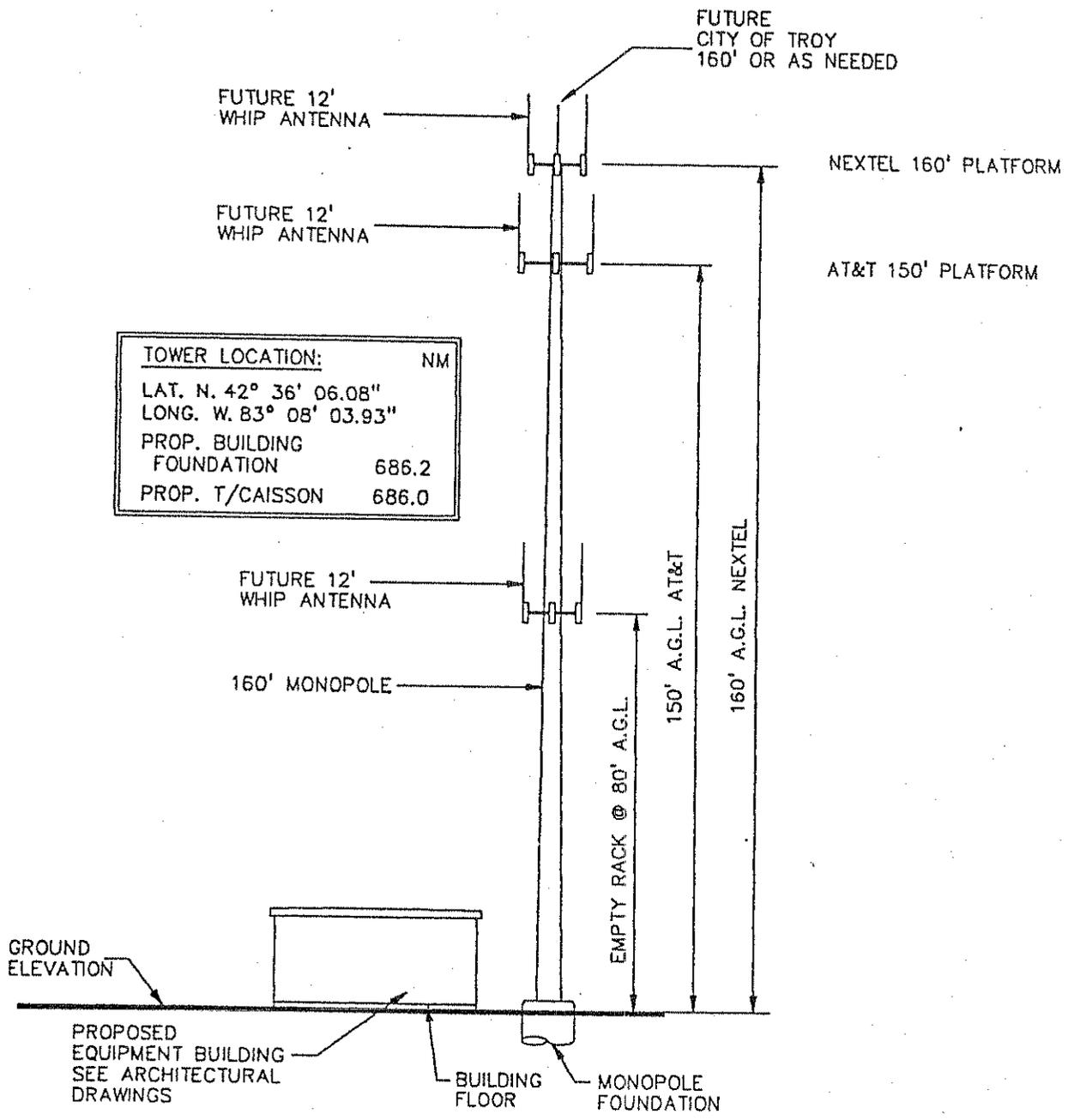
EXHIBIT C

RENT SCHEDULE

<u>Years 1 through 7</u>		<u>Annual Rent</u>
1.	July 1, 1997 - June 30, 1998	\$ -0-
2.	July 1, 1998 - June 30, 1999	-0-
3.	July 1, 1999 - June 30, 2000	-0-
4.	July 1, 2000 - June 30, 2001	-0-
5.	Sept 1, 2001 - June 30, 2002	12,000.00
6.	July 1, 2002 - June 30, 2003	14,400.00
7.	July 1, 2003 - June 30, 2004	14,400.00
 <u>Years 8 through 12</u>		 <u>Annual Rent</u>
8.	July 1, 2004 - June 30, 2005	\$16,800.00
9.	July 1, 2005 - June 30, 2006	16,800.00
10.	July 1, 2006 - June 30, 2007	16,800.00
11.	July 1, 2007 - June 30, 2008	16,800.00
12.	July 1, 2008 - June 30, 2009	16,800.00
 <u>Years 13 through 17</u>		 <u>Annual Rent</u>
13.	July 1, 2009 - June 30, 2010	\$19,200.00
14.	July 1, 2010 - June 30, 2011	19,200.00
15.	July 1, 2011 - June 30, 2012	19,200.00
16.	July 1, 2012 - June 30, 2013	19,200.00
17.	July 1, 2013 - June 30, 2014	19,200.00
 <u>Years 18 through 22</u>		 <u>Annual Rent</u>
18.	July 1, 2014 - June 30, 2015	\$21,600.00
19.	July 1, 2015 - June 30, 2016	21,600.00
20.	July 1, 2016 - June 30, 2017	21,600.00
21.	July 1, 2017 - June 30, 2018	21,600.00
22.	July 1, 2018 - June 30, 2019	21,600.00
 <u>Years 23 through 25</u>		 <u>Annual Rent</u>
23.	July 1, 2019 - June 30, 2020	\$24,000.00
24.	July 1, 2020 - June 30, 2021	24,000.00
25.	July 1, 2021 - June 30, 2022	24,000.00

DESCRIPTION AND
ADDITIONAL EQUIPMENT AND SERVICES

To the Agreement dated _____, 1998 by and between the City of Troy, a Michigan municipal corporation ("Landlord") and AT&T Wireless Services, PCS, Inc., a Delaware corporation, acting by and through its Agent, Wireless PCS, Inc.



TYPICAL SITE ELEVATION

NOT TO SCALE

AT& T SITE # 3329B



March 13, 2002

TO: MAYOR AND MEMBERS OF COUNCIL
FROM: LORI GRIGG BLUHM, CITY ATTORNEY
RE: MAPLE ROAD WIDENING AGREEMENTS

Attached please find proposed Agreements between the City of Troy and the City of Birmingham for the Widening of Rochester Road, from South Eton Street to Coolidge Road. These contracts formalize the required contributions of each municipality. The initial deposits have already been made to the City of Troy. The City of Birmingham is expected to execute these documents on or before March 24, 2002.

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

AGREEMENT FOR THE CONSTRUCTION

FOR THE WIDENING OF MAPLE ROAD, FROM SOUTH ETON STREET TO COOLIDGE ROAD

THIS CONTRACT is made and entered into this date of _____, by and between the **City of Birmingham**, a Michigan municipal corporation; and the **City of Troy**, a Michigan municipal corporation; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements in the **City of Troy**, hereinafter referred to as the "PROJECT":

The reconstruction and widening of Maple Road, from South Eton Street to Coolidge Road to provide a five lane pavement with curb and gutter; and all together with necessary related work, including Construction Engineering.

WITNESSETH:

WHEREAS, under federal law, grant money may be available, for the performance of certain improvements on public roads; and

WHEREAS, the PROJECT, at the request of the **City of Troy**, is being Advance Constructed with the United States Department of Transportation, Federal Highway Administration, (hereinafter referred to as the "FHWA"), with Federal funds under the following Federal program:

SURFACE TRANSPORTATION FUND - URBAN

WHEREAS, the **City of Troy** will necessarily enter into a future, separate agreement, for the construction work, with the Michigan Department of Transportation (hereinafter referred to as the "MDOT"); and

WHEREAS, the MDOT desires to enter into a future agreement, with only one party, for the PROJECT and;

WHEREAS, the **City of Troy** is willing to enter into an agreement with MDOT on behalf of the **Cities of Troy and Birmingham** for the PROJECT which is located in both the **City of Birmingham** and the **City of Troy**. It is therefore necessary to enter into this agreement for the purpose of fixing the rights and obligations of the **City of Birmingham** and the **City of Troy** for the PROJECT and;

Whereas; the parties hereto have reached an understanding with each other regarding the performance of the PROJECT and desire to set forth this understanding in the form of a written agreement.

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

1. The parties approve of and shall undertake and complete the PROJECT in accordance with the terms of this contract.
2. The term "PROJECT COST", as herein used, is hereby defined as all costs necessary for the completion of the PROJECT, including, but not limited to Construction Engineering.

3. The **City of Troy** will perform or cause to be performed all the PROJECT work. The **City of Troy** will be responsible for paying only one hundred (100%) percent of the PROJECT cost for work that is located in the **City of Troy**.

AGREEMENT FOR THE CONSTRUCTION
FOR THE WIDENING OF MAPLE ROAD, FROM SOUTH ETON STREET TO COOLIDGE ROAD

4. The **City of Birmingham** will be responsible for paying one hundred (100) percent of the PROJECT cost for work that is located in the **City of Birmingham**. As an example, Birmingham's responsibility, based only on preliminary estimates, is 63.85% of the total project cost, as set forth below:

Total Estimated Cost	Federal Aid	City of Birmingham Share	City of Troy Share
2,508,000	0	1,601,358 (63.85%)	906,642 (36.15%)

5. The project will be completed by Advance Funding the future federal funds identified in the FHWA Transportation Improvement Plan (TIP). These funds have been allocated in the 2003 TIP in the amount of \$908,000 and in the 2004 TIP in the amount of \$1,092,000. Any items of total cost not reimbursed by Federal funds will be the responsibility of the **City of Birmingham** and the **City of Troy**, based on the proportions established in paragraph 4 of this agreement.
6. The **City of Birmingham** is required to make an initial deposit to the **City of Troy** in the amount of \$713,606.00 for the PROJECT. A second deposit for the PROJECT, in the amount of \$887,752, will be made on or before July 15, 2002. The **City of Birmingham** shall thereafter make prompt payments of its share of the PROJECT cost upon receipt of billings from the **City of Troy**.
7. A person(s) or entity(ies) performing work on the project shall conform with the MDOT/FHWA requirements.
8. The **City of Birmingham** agrees to defend, indemnify and hold harmless the **City of Troy** and their officials, employees, volunteers and agents against any and all damages to persons or property or claims, demands, suits, actions or proceedings of any kind or nature, including attorney fees of any kind or description resulting from or arising out of acts, errors or omissions of the **City of Birmingham**.
9. The **City of Troy** agrees to defend, indemnify and hold harmless the **City of Birmingham** and their officials, employees, volunteers and agents against any and all damages to persons or property or claims, demands, suits, actions or proceedings of any kind or nature, including attorney fees of any kind or description resulting from or arising out of acts, errors or omissions of the **City of Troy**.
10. This contract is binding on the parties and of full force and effect once signed by the authorized officials for the parties. The signatures below represent that they are authorized to enter into this contract, pursuant to a resolution of the City Council or Commission, and a certified copy of said resolution shall be attached to this contract.

AGREEMENT FOR THE CONSTRUCTION
FOR THE WIDENING OF MAPLE ROAD, FROM SOUTH ETON STREET TO COOLIDGE ROAD

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

City of Troy:

Matt Pryor, Mayor

Tonni Bartholomew, City Clerk

City of Birmingham:

Dianne McKeon, Mayor

Nancy Weiss, City Clerk

Approval (1.135 City Code)

Thomas M. Markus, City Manager, as to Substance

Timothy J. Carrier, City Attorney, as to Form

Sharon Ostin, Director/Finance as to Financial Obligation

Dennis Dembiec, City Engineer

AGREEMENT FOR RIGHT-OF-WAY ACQUISITION
FOR THE WIDENING OF MAPLE ROAD, SOUTH ETON STREET TO COOLIDGE ROAD

THIS CONTRACT is made and entered into this date of _____, by and between the **City of Birmingham**, a Michigan municipal corporation; and the **City of Troy**, a Michigan municipal corporation; for the purpose of fixing the rights and obligations of the parties in agreeing to the performance, by the **City of Troy**, of the right-of-way acquisition necessary for the construction of the following improvements which right-of-way acquisition is hereinafter referred to as the "PROJECT":

The right-of-way acquisition for the reconstruction and widening of Maple Road, from South Eton Street to Coolidge Road to provide a five lane pavement with curb and gutter; and all other necessary work related to the reconstruction and widening

WITNESSETH:

WHEREAS, the future construction work, at the request of the **City of Troy** will be programmed with the United States Department of Transportation, Federal Highway Administration, (hereinafter referred to as the "FHWA"), with Federal funds under the following Federal program:

SURFACE TRANSPORTATION FUND - URBAN

WHEREAS, the **City of Troy** will necessarily enter into a future, separate agreement, for the construction work, with the Michigan Department of Transportation (hereinafter referred to as the "MDOT"); and

WHEREAS, the MDOT desires to enter into a future agreement with only one party for the PROJECT and;

WHEREAS, the **City of Troy** is willing to enter into an agreement with MDOT on behalf of the **Cities of Troy and Birmingham** for the PROJECT which is located in both the **City of Birmingham** and the **City of Troy**. It is therefore necessary to enter into this agreement for the purpose of fixing the rights and obligations of the **City of Birmingham** and the **City of Troy** for the PROJECT and;

Whereas; the parties hereto have reached an understanding with each other regarding the performance of the PROJECT and desire to set forth this understanding in the form of a written agreement.

WHEREAS, it is necessary to acquire right-of-way to construct the work; and

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

1. The parties approve of and shall undertake and complete the PROJECT in accordance with the terms of this contract.
2. The term "PROJECT COST", as herein used, is defined as all costs necessary for the completion of the PROJECT.

AGREEMENT FOR RIGHT-OF-WAY ACQUISITION

FOR THE WIDENING OF MAPLE ROAD, SOUTH ETON STREET TO COOLIDGE ROAD

3. The **City of Troy** will perform or cause to be performed all the PROJECT work. However, if condemnation of property within the **City of Birmingham** is necessary for the PROJECT, the **City of Birmingham** will assume the legal responsibility for acquiring said property. As consideration for the work performed on the PROJECT by the **City of Troy**, the **City of Birmingham** will be responsible for paying fifty (50) percent of all PROJECT right of way acquisition costs for property located in the **City of Troy**. The **City of Troy** will be responsible for paying the remaining fifty (50) percent of the PROJECT right of way acquisition costs for property located in the **City of Troy**.
4. The **City of Birmingham** will be responsible for paying one hundred (100) percent of the PROJECT right-of-way acquisition costs for property located in the **City of Birmingham**. The **City of Birmingham** will also assume the legal responsibility for condemning any necessary property for the PROJECT that is located within the **City of Birmingham**. In addition, the **City of Birmingham** will also be responsible for paying fifty (50) percent of the PROJECT right-of-way acquisition costs for property located in the **City of Troy**. As an example, Birmingham's responsibility, based only on preliminary estimates, is 68.42% of the total project cost, as set forth below:

Total Estimated Cost	Federal Aid	City of Birmingham Share	City of Troy Share
950,000	0	649,990 (68.42%)	300,010 (31.58%)

5. Future construction of the improvements for which the PROJECT is being performed and the construction engineering work related thereto will be covered by a separate agreement.
6. The **City of Birmingham** is required to make an initial deposit to the **City of Troy** in the amount of **\$649,990.00** for the PROJECT. The **City of Birmingham** shall thereafter make prompt payments of its share of the PROJECT cost upon receipt of billings from the **City of Troy**.

7. The **City of Birmingham** agrees to defend, indemnify and hold harmless the **City of Troy** and their officials, employees, volunteers and agents against any and all damages to persons or property, or claims, demands, suits, actions or proceedings of any kind or nature, including attorney fees of any kind or description, resulting from or arising out of acts, errors or omissions of the **City of Birmingham**.
8. The **City of Troy** agrees to defend, indemnify and hold harmless the **City of Birmingham** and their officials, employees, volunteers and agents against any and all damages to persons or property, or claims, demands, suits, actions or proceedings of any kind or nature, including attorney fees of any kind or description, resulting from or arising out of acts, errors or omissions of the **City of Troy**.
9. This contract is binding on the parties and of full force and effect once signed by the authorized officials for the parties. The signatures below represent that they are authorized to enter into this

AGREEMENT FOR RIGHT-OF-WAY ACQUISITION

FOR THE WIDENING OF MAPLE ROAD, SOUTH ETON STREET TO COOLIDGE ROAD

contract, pursuant to a resolution of the City Council or Commission, and a certified copy of said resolution shall be attached to this contract.

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

City of Troy:

Matt Pryor, Mayor

Tonni Bartholomew, City Clerk

City of Birmingham:

Diane McKeon, Mayor

Nancy Weiss, City Clerk

Approval (1.135 City Code)

Thomas M. Markus, City Manager, as to Substance

Timothy J. Currier, City Attorney, as to Form

Sharon Ostin, Director/Finance as to Financial Obligation

Dennis Dembiec, City Engineer

AGREEMENT FOR THE PRELIMINARY ENGINEERING
FOR THE WIDENING OF MAPLE ROAD, FROM SOUTH ETON STREET TO COOLIDGE ROAD

THIS CONTRACT is made and entered into this date of _____, by and between the **City of Birmingham**, a Michigan municipal corporation; and the **City of Troy**, a Michigan municipal corporation; for the purpose of fixing the rights and obligations of the parties in agreeing to the performance, by the **City of Troy**, of the preliminary engineering consisting of the preparation of reports, studies, and a design public hearing, as well as the surveys and design, necessary for the construction of the following improvements which preliminary engineering is hereinafter referred to as the "PROJECT" and replaces all previous agreements between the parties for this PROJECT:

The preliminary engineering for the reconstruction and widening of Maple Road, from South Eton Street to Coolidge Road to provide a five lane pavement with curb and gutter; and all together with necessary related work.

WITNESSETH:

WHEREAS, under Federal law, grant money may be available for the performance of certain improvements on public roads; and

WHEREAS, the PROJECT, at the request of the **City of Troy**, is being Advance Constructed with the United States Department of Transportation, Federal Highway Administration, (hereinafter referred to as the "FHWA"), with Federal funds under the following Federal program:

ECONOMIC DEVELOPMENT FUND - CATEGORY "C"

WHEREAS, the **City of Troy** is willing to enter into an agreement with MDOT on behalf of the **Cities of Troy and Birmingham** for the PROJECT which is located in both the **City of Birmingham** and the **City of Troy**. It is therefore necessary to enter into this agreement for the purpose of fixing the rights and obligations of the **City of Birmingham** and the **City of Troy** for the PROJECT and;

Whereas; the parties hereto have reached an understanding with each other regarding the performance of the PROJECT and desire to set forth this understanding in the form of a written agreement.

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

1. The parties approve of and shall undertake and complete the PROJECT in accordance with the terms of this contract.
2. The term "PROJECT COST", as herein used, is defined as all costs necessary for the completion of the PROJECT.
3. The **City of Troy** will perform or cause to be performed all the PROJECT work. The City of Troy will be responsible for paying only one hundred (100) percent of the PROJECT cost for work that is located in the **City of Troy**.

4. The **City of Birmingham** will be responsible for paying one hundred (100) percent of the PROJECT cost for work that is located in the **City of Birmingham**.

AGREEMENT FOR THE PRELIMINARY ENGINEERING
FOR THE WIDENING OF MAPLE ROAD, FROM SOUTH ETON STREET TO COOLIDGE ROAD

As an example, Birmingham’s responsibility, based only on preliminary estimates, is 63.85% of the total project cost, as set forth below:

Total Estimated Cost	Federal Aid	City of Birmingham Share	City of Troy Share
104,000	0	66,404 (63.85%)	37,596 (36.15%)

5. The project will be completed by Advance Funding the future federal funds identified in the FHWA Transportation Improvement Plan (TIP). These funds have been allocated in the 2002 TIP in the amount of \$40,000. Any items of total cost not reimbursed by Federal funds will be the responsibility of the **City of Birmingham** and the **City of Troy**, based on the proportions established in paragraph 4 of this agreement.
6. The future right-of-way acquisition and the future construction improvements for which the PROJECT work is being performed and the construction engineering work related thereto will be covered by separate agreements.
7. The **City of Birmingham** is required to make an initial deposit to the **City of Troy** in the amount of **\$66,404.00** for the PROJECT. The **City of Birmingham** shall thereafter make prompt payments of its share of the PROJECT cost upon receipt of billings from the **City of Troy**.
8. The **City of Birmingham** agrees to defend, indemnify and hold harmless the **City of Troy** and their officials, employees, volunteers and agents against any and all damages to persons or property, and claims, demands, suits, actions or proceedings of any kind or nature, including attorney fees of any kind or description, resulting from or arising out of acts, error or omissions of the **City of Birmingham**.
9. The **City of Troy** agrees to defend, indemnify and hold harmless the **City of Birmingham** and their officials, employees, volunteers and agents against any and all damages to persons or property, and claims, demands, suits, actions or proceedings of any kind or nature, including attorney fees of any kind or description (collectively “liabilities”) resulting from or arising out of acts, errors or omissions of the **City of Troy**.
10. This contract is binding on the parties and of full force and effect once signed by the authorized officials for the parties. The signatures below represent that they are authorized to enter into this contract, pursuant to a resolution of the City Council or Commission, and a certified copy of said resolution shall be attached to this contract.

**AGREEMENT FOR THE PRELIMINARY ENGINEERING
FOR THE WIDENING OF MAPLE ROAD, FROM SOUTH ETON STREET TO COOLIDGE ROAD**

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

City of Troy:

Matt Pryor, Mayor

Tonni Bartholomew, City Clerk

=====

City of Birmingham:

Diane McKeon, Mayor

Nancy Weiss, City Clerk

Approval (1.135 City Code)

Thomas M. Markus, City Manager, as to Substance

Timothy J. Currier, City Attorney, as to Form

Sharon Ostin, Director/Finance as to Financial Obligation

Dennis Dembiec, City Engineer

March 11, 2002

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
Gary A. Shripka, Assistant City Manager/Services
Jeanette Bennett, Director of Purchasing
Steven Vandette, City Engineer

SUBJECT: Standard Resolution 1: Award to Low Bidder – Rochester Road and
Stephenson Highway Water Main Replacement – Contract 02-1

RECOMMENDATION

The Engineering Department recommends that City Council award a contract for the Rochester Road and Stephenson Highway Water Main Replacement to the low bidder C & P Construction Company Inc., 13249 West Star Drive, Shelby Township, MI 48315 at an estimated total cost of \$1,729,725.00 for the base bid plus alternate No. 1, contingent upon submission of proper proposal and bid documents, including insurance certificates, bonds and all specified requirements. In addition, we are requesting authorization to add work due to unforeseen circumstances, not to exceed 10% of the original project cost.

SUMMARY

Bids were received and publicly read on February 19, 2002 with eight contractors responding. Two bids were rejected due to irregularities. The low bidder was C & P Construction Company Inc. as can be seen in the attached tabulation of bids. C & P Construction Company Inc completed a water main project for the City 12 years ago. Recently they have completed projects for the City of Dearborn and Macomb Township. Both communities indicated that C & P have proven themselves a reliable and capable contractor. The Rochester Road and Stephenson Highway Water Main Replacement project includes approximately 12,000 lineal feet of 8" and 12" ductile iron water with appurtenances. The project is scheduled to begin the last week in March and be completed by November 2002.

FUNDING

Funds are available to complete this project in the 2001/02 and 2002/03 Water Fund, account number 555.7972.975015. The budgeted amount includes funds for construction, inspection and contingencies.

18 Bids Sent
8 Bids Rec'd

G:\Contracts\Contracts - 2002\02-1 Rochester & Stephenson Water main Replacement\Correspondence\Bid Award to C&P Construction.doc

BID TABULATION
 ROCHESTER ROAD AND STEPHENSON HIGHWAY - WATER MAIN REPLACEMENT
 CITY OF TROY
 OAKLAND COUNTY, MICHIGAN

Bids Due: February 19, 2002
 HRC Job # 19980296

C & P Construction
 13249 West Star Drive
 Shelby Township, MI 48315

Angelo lafrate Construction
 26400 Sherwood
 Warren, Michigan 48091

Giannetti Contracting
 6340 Sims Drive
 Sterling Heights, MI 48313

Item	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1. 12" Diameter Ductile Iron, Class 54 Water Main w/ Polywrap (Trench Detail G)	6,960 lft	\$65.00	\$452,400.00	\$51.50	\$358,440.00	\$78.70	\$547,752.00
2. 12" Diameter Ductile Iron Class 54 Water Main w/ Polywrap (Trench Detail F)	3,050 lft	\$55.00	\$167,750.00	\$44.00	\$134,200.00	\$69.70	\$212,585.00
3. 8" Diameter Ductile Iron Class 54 Water Main w/ Polywrap (Trench Detail G)	550 lft	\$59.00	\$32,450.00	\$41.00	\$22,550.00	\$37.20	\$20,460.00
4. 8" Diameter Ductile Iron Class 54 Water Main w/Polywrap (Trench Detail F)	180 lft	\$49.00	\$8,820.00	\$36.00	\$6,480.00	\$28.20	\$5,076.00
5. 6" Diameter Ductile Iron Class 54 Water Main w/ Polywrap for Hydrant Extension	120 lft	\$35.00	\$4,200.00	\$31.00	\$3,720.00	\$36.00	\$4,320.00
6. 4" Diameter Ductile Iron Class 54 Water Main w/ Polywrap (Trench Detail F)	50 lft	\$35.00	\$1,750.00	\$36.00	\$1,800.00	\$27.00	\$1,350.00
7. 12" Diameter Gate, Valve in Well	19 ea.	\$2,650.00	\$50,350.00	\$2,350.00	\$44,650.00	\$3,000.00	\$57,000.00
8. 8" Diameter Gate, Valve in Well	20 ea.	\$2,000.00	\$40,000.00	\$1,930.00	\$38,600.00	\$2,400.00	\$48,000.00
9. Fire Hydrant Assembly, Type L or T	28 ea.	\$1,800.00	\$50,400.00	\$2,050.00	\$57,400.00	\$2,050.00	\$57,400.00
10. Remove & replace existing valve	1 ea.	\$5,000.00	\$5,000.00	\$4,200.00	\$4,200.00	\$1,300.00	\$1,300.00
11. 16"x12" Tapping Sleeve & GV&W	5 ea.	\$7,500.00	\$37,500.00	\$7,500.00	\$37,500.00	\$9,000.00	\$45,000.00

C & P Construction
 13249 West Star Drive
 Shelby Township, MI 48315

Angelo lafrate Construction
 26400 Sherwood
 Warren, Michigan 48091

Giannetti Contracting
 6340 Sims Drive
 Sterling Heights, MI 48313

Item	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
12. 12" x 4" Tapping Sleeve & Gate Valve in Well	2 ea.	\$5,000.00	\$10,000.00	\$2,870.00	\$5,740.00	\$4,300.00	\$8,600.00
13. 12"x8" Tapping Sleeve & GV&W	3 ea.	\$5,300.00	\$15,900.00	\$4,870.00	\$14,610.00	\$6,200.00	\$18,600.00
14. 12" x 6" Tapping Sleeve & Box	4 ea.	\$2,800.00	\$11,200.00	\$3,040.00	\$12,160.00	\$4,400.00	\$17,600.00
15. Connect to Existing 12" Water Main	3 ea.	\$2,000.00	\$6,000.00	\$1,765.00	\$5,295.00	\$2,700.00	\$8,100.00
16. Connect to Existing 8" Water Main	28 ea.	\$1,800.00	\$50,400.00	\$1,175.00	\$32,900.00	\$2,400.00	\$67,200.00
17. Connect to Existing 6" Water Main	4 ea.	\$1,500.00	\$6,000.00	\$1,175.00	\$4,700.00	\$2,300.00	\$9,200.00
18. Connect to Existing 4" Water Main	2 ea.	\$1,500.00	\$3,000.00	\$1,175.00	\$2,350.00	\$2,300.00	\$4,600.00
19. 2" Blow-off Assembly	4 ea.	\$100.00	\$400.00	\$1,120.00	\$4,480.00	\$200.00	\$800.00
20. Bore & Jack 12" Water Main under I-75 as shown	275 lft	\$160.00	\$44,000.00	\$200.00	\$55,000.00	\$176.00	\$48,400.00
21. Bore & Jack 12" Water Main	250 lft	\$160.00	\$40,000.00	\$250.00	\$62,500.00	\$176.00	\$44,000.00
22. 2" Water Service Transfer, Short Side of Water Main	2 ea	\$1,000.00	\$2,000.00	\$900.00	\$1,800.00	\$950.00	\$1,900.00
23. 2" Water Service Transfer, Long Side of Water Main	2 ea	\$1,500.00	\$3,000.00	\$900.00	\$1,800.00	\$1,900.00	\$3,800.00
24. Cut and Cap Water Main	27 ea.	\$500.00	\$13,500.00	\$295.00	\$7,965.00	\$500.00	\$13,500.00
25. Remove Hydrant	22 ea.	\$400.00	\$8,800.00	\$590.00	\$12,980.00	\$300.00	\$6,600.00
26. Remove Gate Valve in Well	36 ea.	\$400.00	\$14,400.00	\$640.00	\$23,040.00	\$400.00	\$14,400.00
27. Geotextile Silt Fence for Sediment Control, Staked in Place	200 lft	\$1.00	\$200.00	\$2.50	\$500.00	\$1.00	\$200.00
28. 6" to 8" Thick 21AA Aggregate Limestone for Roadway and Maintenance of Approaches	3,500 ton	\$10.75	\$37,625.00	\$15.75	\$55,125.00	\$13.00	\$45,500.00
29. 6" Thick Bituminous Mix No. 500.20C (2 lifts) for Pavement	715 ton	\$35.00	\$25,025.00	\$37.28	\$26,655.20	\$80.00	\$57,200.00

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Item	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
30. 1 1/2" Thick Bituminous Mix No. 1100L, (20AA) for Pavement	190 ton	\$40.00	\$7,600.00	\$41.10	\$7,809.00	\$80.00	\$15,200.00
31. 1 1/2" Thick Bituminous Mix No. 1100T 20AA for Pavement	190 ton	\$40.00	\$7,600.00	\$41.67	\$7,917.30	\$80.00	\$15,200.00
32. 5" Thick Bituminous Mix No. 500, 20C for Approaches	710 ton	\$40.00	\$28,400.00	\$55.45	\$39,369.50	\$80.00	\$56,800.00
33. 1 1/2" Thick Bituminous Mix No. 1100L 20AA for Approaches	250 ton	\$58.00	\$14,500.00	\$71.00	\$17,750.00	\$80.00	\$20,000.00
34. 1 1/2" Thick Bituminous Mix No. 1100T, 20AA Wearing Course for Approaches	250 ton	\$60.00	\$15,000.00	\$84.00	\$21,000.00	\$80.00	\$20,000.00
35. 8" Uniform Concrete MDOT Grade HE, w/Type 1A Cement for Approaches	1,000 syd	\$43.50	\$43,500.00	\$40.50	\$40,500.00	\$50.00	\$50,000.00
36. 9" Uniform Concrete Pavement w/integral curb	3,050 syd	\$47.00	\$143,350.00	\$43.00	\$131,150.00	\$50.00	\$152,500.00
37. Expansion Anchored Lane Ties 40" C to C	100 ea	\$4.00	\$400.00	\$12.50	\$1,250.00	\$10.00	\$1,000.00
38. Install New 12" CMP, 14 Gauge	60 lft	\$18.00	\$1,080.00	\$23.00	\$1,380.00	\$25.00	\$1,500.00
39. Mail Box Posts	12 ea.	\$50.00	\$600.00	\$95.00	\$1,140.00	\$80.00	\$960.00
40. Remove and Replace 4" Concrete Sidewalk	7,300 sft.	\$3.75	\$27,375.00	\$3.50	\$25,550.00	\$4.00	\$29,200.00
41. Remove and Replace 4' Diameter Catch Basin if needed	4 ea.	\$1,400.00	\$5,600.00	\$1,580.00	\$6,320.00	\$1,500.00	\$6,000.00
42. Watering Sod Areas (1000 gal/unit)	310 un	\$1.00	\$310.00	\$31.50	\$9,765.00	\$10.00	\$3,100.00
43. Mowing Sod Areas (# of times)	4	\$600.00	\$2,400.00	\$980.00	\$3,920.00	\$1.00	\$4.00

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Item	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
44. Remove & Replace Concrete Curb & Gutter	1100 lft.	\$18.00	\$19,800.00	\$20.00	\$22,000.00	\$18.00	\$19,800.00
45. Sylvax Cold Patch Material for Temp. Restoration of Pvmnt and Driveways as and if needed	300 ton	\$10.00	\$3,000.00	\$82.00	\$24,600.00	\$60.00	\$18,000.00
46. 6" Dia. Sanitary Sewer Lead, PVC, ASTM D-3034, SDR 23.5, if needed	300 lft.	\$10.00	\$3,000.00	\$34.00	\$10,200.00	\$30.00	\$9,000.00
47. Turf Restoration with 2" Topsoil and Class A Sod	Included	Included	\$0.00	Included	\$0.00	Included	\$0.00
48. 12" Dia. C-76 CL-IV Storm Sewer Trench Det. B, Remove and Replace if needed	300 lft.	\$25.00	\$7,500.00	\$36.00	\$10,800.00	\$40.00	\$12,000.00
49. Reconstruct Drainage Structure if needed	4 ea.	\$500.00	\$2,000.00	\$730.00	\$2,920.00	\$500.00	\$2,000.00
50. Install Geotextile Fabric under Catch Basin Cover	22 ea.	\$10.00	\$220.00	\$60.00	\$1,320.00	\$70.00	\$1,540.00
51. Traffic Maintenance & Control		Lump Sum	\$30,000.00	Lump Sum	\$70,000.00	Lump Sum	\$12,000.00
52. Audio, Video Record of Construction Area		Lump Sum	\$2,000.00	Lump Sum	\$1,775.00	Lump Sum	\$1,500.00
53. Removing Pavement	100 syd	\$10.00	\$1,000.00	\$11.00	\$1,100.00	\$10.00	\$1,000.00
Total - Base Bid			\$1,508,305.00		\$1,498,676.00		\$1,818,747.00

Alternate I - Water Main Replacement

1. 12" Diameter Ductile Iron, Class 54 Water Main w/ Polywrap (Trench Detail G)	460 lft.	\$65.00	\$29,900.00	\$48.00	\$22,080.00	\$59.30	\$27,278.00
2. 12" Diameter Ductile Iron Class 54 Water Main w/ Polywrap (Trench Detail F)	1,090 lft.	\$55.00	\$59,950.00	\$49.00	\$53,410.00	\$50.30	\$54,827.00
3. 8" Diameter Ductile Iron Class 54 Water Main w/ Polywrap (Trench Detail G)	45 lft.	\$59.00	\$2,655.00	\$44.00	\$1,980.00	\$37.20	\$1,674.00

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Item	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
4. 8" Diameter Ductile Iron Class 54 Water Main w/Polywrap (Trench Detail F)	35 lft.	\$49.00	\$1,715.00	\$53.00	\$1,855.00	\$28.20	\$987.00
5. 6" Diameter Ductile Iron Class 54 Water Main w/ Polywrap for Hydrant Extension	30 lft.	\$35.00	\$1,050.00	\$31.00	\$930.00	\$36.00	\$1,080.00
6. 12" Diameter Gate, Valve in Well	2 ea.	\$2,650.00	\$5,300.00	\$2,350.00	\$4,700.00	\$3,000.00	\$6,000.00
7. 16" x 12" Tapping Sleeve & GV & W	1 ea.	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$9,000.00	\$9,000.00
8. 8" Diameter Gate, Valve in Well	3 ea.	\$2,000.00	\$6,000.00	\$2,125.00	\$6,375.00	\$2,400.00	\$7,200.00
9. Fire Hydrant Assembly, Type L or T	4 ea.	\$1,800.00	\$7,200.00	\$2,050.00	\$8,200.00	\$2,040.00	\$8,160.00
10. Connect to Existing 8" Water Main	3 ea.	\$1,800.00	\$5,400.00	\$1,175.00	\$3,525.00	\$2,300.00	\$6,900.00
11. Connect to Existing 12" Water Main	1 ea.	\$3,000.00	\$3,000.00	\$1,175.00	\$1,175.00	\$2,600.00	\$2,600.00
12. 2" Blow-off Assembly	2 ea.	\$100.00	\$200.00	\$1,120.00	\$2,240.00	\$200.00	\$400.00
13. Cut and Cap Water Main	2 ea.	\$500.00	\$1,000.00	\$600.00	\$1,200.00	\$500.00	\$1,000.00
14. Remove Hydrant	4 ea.	\$400.00	\$1,600.00	\$785.00	\$3,140.00	\$300.00	\$1,200.00
15. Bore & Jack 12" Water Main	170 lft.	\$160.00	\$27,200.00	\$275.00	\$46,750.00	\$141.00	\$23,970.00
16. Remove Gate Valve in Well	4 ea.	\$400.00	\$1,600.00	\$650.00	\$2,600.00	\$400.00	\$1,600.00
17. Geotextile Silt Fence for Sediment Control, Staked in Place	100 lft.	\$1.00	\$100.00	\$2.50	\$250.00	\$1.00	\$100.00
18. 6" to 8" Thick 21AA Aggregate Limestone for Roadway and Maintenance of Approaches	400 ton	\$10.75	\$4,300.00	\$15.00	\$6,000.00	\$13.00	\$5,200.00
19. 5" Thick Bituminous Mix No. 500, 20 C for Approaches (2 lifts)	370 ton	\$60.00	\$22,200.00	\$56.00	\$20,720.00	\$80.00	\$29,600.00

C & P Construction
 13249 West Star Drive
 Shelby Township, MI 48315

Angelo Iafrate Construction
 26400 Sherwood
 Warren, Michigan 48091

Giannetti Contracting
 6340 Sims Drive
 Sterling Heights, MI 48313

Item	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
20. 1 ½" Thick Bituminous Mix No. 1100L, 20AA for Approaches	120 ton	\$65.00	\$7,800.00	\$58.00	\$6,960.00	\$80.00	\$9,600.00
21. 1 ½" Thick Bituminous Mix No. 1100T, 20AA for Approaches	120 ton	\$67.00	\$8,040.00	\$70.00	\$8,400.00	\$80.00	\$9,600.00
22. 9" Uniform Concrete MDOT Grade HE, w/Type 1A Cement for Approaches	80 syd	\$47.00	\$3,760.00	\$42.00	\$3,360.00	\$55.00	\$4,400.00
23. Remove and Replace 4" Concrete Sidewalk	200 sft.	\$3.75	\$750.00	\$4.00	\$800.00	\$4.00	\$800.00
24. Remove & Replace Catch Basin if needed	1 ea.	\$1,400.00	\$1,400.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
25. Watering Sod Areas (1000 gal/unit)	60 un	\$1.00	\$60.00	\$32.50	\$1,950.00	\$10.00	\$600.00
26. Mowing Sod Areas (# of Times)	4	\$200.00	\$800.00	\$265.00	\$1,060.00	\$1.00	\$4.00
27. Remove & Replace Concrete Curb & Gutter	150 l.ft.	\$18.00	\$2,700.00	\$20.00	\$3,000.00	\$20.00	\$3,000.00
28. Sylvax Cold Patch Material for Temp. Restoration of Pvmt and Driveways as and if needed	40 ton	\$10.00	\$400.00	\$86.00	\$3,440.00	\$60.00	\$2,400.00
29. 6" Dia. Sanitary Sewer Lead, PVC, ASTM D-3034, SDR 23.5, if needed	30 l.ft.	\$10.00	\$300.00	\$34.00	\$1,020.00	\$30.00	\$900.00
30. Reconstruct Drainage Structure	1 ea.	\$500.00	\$500.00	\$730.00	\$730.00	\$500.00	\$500.00
31. Install Geotextile Fabric under Catch Basin Cover	4 ea.	\$10.00	\$40.00	\$56.00	\$224.00	\$70.00	\$280.00
32. Traffic Maintenance & Control		Lump Sum	\$5,000.00	Lump Sum	\$8,000.00	Lump Sum	\$5,000.00
33. Turf Restoration w/2" Topsoil & Class A Sod	Included	Included	\$0.00	Included	\$0.00	Included	\$0.00

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 Shelby Township, MI 48315

Angelo lafrate Construction
 26400 Sherwood
 Warren, Michigan 48091

Giannetti Contracting
 6340 Sims Drive
 Sterling Heights, MI 48313

Item	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
34. Audio & Video Record of Construction		Lump Sum	\$1,000.00	Lump Sum	\$200.00	Lump Sum	\$600.00
35. Removing Pavement	100 syd	\$10.00	\$1,000.00	\$11.00	\$1,100.00	\$10.00	\$1,000.00
Total - Alternative No. 1			\$221,420.00		\$236,374.00		\$228,960.00 *
TOTAL AMOUNT OF BID			\$1,729,725.00		\$1,735,050.00		\$2,047,707.00 *
* Corrected By Engineer							

Additional Bidders:

Pamar Enterprises \$2,096,678.25
 L. D'Agostini & Sons \$2,136,543.30 *
 ADJ Excavating \$2,366,210.00 *

ENGINEER:
 Hubbell, Roth & Clark, Inc.
 555 Hulet Drive
 P.O. Box 824
 Bloomfield Hills, MI 48083-0824

March 7, 2002

TO: The Honorable Mayor and City Council

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

SUBJECT: Standard Resolution 1: Award to Low Bidder – Wattles Road Ditch Enclosure

RECOMMENDATION

The Department of Public Works and the Engineering Department recommend that City Council award a contract for the Wattles Road Ditch Enclosure to the low bidder Giannetti Contracting Corp., 6340 Sims Drive, Sterling Heights, MI 48313 at an estimated total cost of \$164,239.90 for the base bid. In addition, we are requesting authorization to add work due to unforeseen circumstances, not to exceed 10% of the original project cost.

SUMMARY

Bids were received and read on March 1, 2002 with three contractors responding. The low bidder was Giannetti Contracting Corp. as can be seen in the attached tabulation of bids. Giannetti Contracting Corp. is currently finishing work on the Dennis Powers Drain in Section 3 of the City of Troy. This work for the Wattles Road Ditch Enclosure would be a change order to the existing Dennis Powers Drain project. The Wattles Road Ditch Enclosure project includes approximately 2,000 lineal feet of 18" and 24" storm sewer and associated storm sewer structures. The project is scheduled to begin in April and be completed by July 2002.

FUNDING

Funds are available to complete this project in the 2001/02 Capital Drains Fund, account number 401516.7989.1000. The budgeted amount includes funds for construction, inspection and contingencies.

3 Bids Sent
3 Bids Rec'd

BID TABULATION
SECTION 17 WATTLES DITCH ENCLOSURE
CITY OF TROY
OAKLAND COUNTY, MICHIGAN

Bids due on March 1, 2002

Item	Quantity	Giannetti Contracting Corp.		L. D'Agostini & Sons		A.D.J. Excavating		
		Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	
Base Bid								
1.	18" Dia. C-76 CL-IV Storm Sewer Trench Det. B	112 l.ft.	\$51.20	\$5,734.40	\$62.75	\$7,028.00	\$53.00	\$5,936.00
2.	24" Dia. C-76 CL-IV Storm Sewer Trench Det. B	105 l.ft.	\$58.90	\$6,184.50	\$69.75	\$7,323.75 *	\$62.00	\$6,510.00
3.	12" Dia. C-76 CL-IV Storm Sewer Trench Det. B	9 l.ft.	\$51.60	\$464.40	\$55.00	\$495.00	\$50.00	\$450.00
4.	18" Dia. C-76 CL-IV Storm Sewer Trench Det. A	203 l.ft.	\$40.20	\$8,160.60	\$54.00	\$10,962.00	\$45.60	\$9,256.80
5.	24" Dia. C-76 CL-IV Storm Sewer Trench Det. A	1530 l.ft.	\$49.90	\$76,347.00	\$59.84	\$91,555.20	\$56.00	\$85,680.00
6.	4' Dia. Catch Basin	14 ea.	\$1,300.00	\$18,200.00	\$800.00	\$11,200.00	\$1,400.00	\$19,600.00
7.	5' Dia. Catch Basin	2 ea.	\$1,600.00	\$3,200.00	\$1,500.00	\$3,000.00	\$1,750.00	\$3,500.00
8.	Reconstruct Ex. Manhole	1 ea.	\$800.00	\$800.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
9.	18" Flared End Section w/ Bar Grate	1 ea.	\$600.00	\$600.00	\$350.00	\$350.00	\$650.00	\$650.00
10.	Tap into existing storm sewer	1 ea.	\$1,000.00	\$1,000.00	\$200.00	\$200.00	\$500.00	\$500.00
11.	6" Plastic Pipe for sump lead	25 l.ft.	\$15.00	\$375.00	\$3.00	\$75.00 *	\$15.00	\$375.00
12.	2" Plastic Pipe for sump lead	10 l.ft.	\$10.00	\$100.00	\$5.00	\$50.00	\$10.00	\$100.00
13.	Check Dams for Sediment Control, as needed	5 ea.	\$50.00	\$250.00	\$10.00	\$50.00	\$25.00	\$125.00
14.	Install Geotextile Fabric under Catch Basin Cover	16 ea.	\$70.00	\$1,120.00	\$20.00	\$320.00	\$25.00	\$400.00
15.	6" Thick 21 AA Gravel to restore Driveways on Wattles	6 tons	\$20.00	\$120.00	\$30.00	\$180.00	\$12.50	\$75.00
16.	6" Thick Concrete to restore driveways on Wattles Road	110 syd.	\$45.00	\$4,950.00	\$36.00	\$3,960.00	\$36.00	\$3,960.00
17.	MDOT Bituminous Mix 1100T to restore driveways & Wattles Road	60 syd.	\$50.00	\$3,000.00	\$36.00	\$2,160.00	\$25.00	\$1,500.00

Item	Quantity	Giannetti Contracting Corp.		L. D'Agostini & Sons		A.D.J. Excavating		
		Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	
Base Bid								
18.	Replace Concrete Pavement for Fenwicke	255 syd.	\$60.00	\$15,300.00	\$45.00	\$11,475.00 *	\$42.50	\$10,837.50
19.	Remove & Replace Curb & Gutter	135 lft	\$25.00	\$3,375.00	\$15.00	\$2,025.00	\$20.00	\$2,700.00
20.	Sylvax Cold Patch Material for Temp. Restoration of Pvmt and Driveways if needed	150 ton	\$1.00	\$150.00	\$1.00	\$150.00	\$1.00	\$150.00
21.	Remove Ex. Catch Basins	3 ea.	\$300.00	\$900.00	\$250.00	\$750.00	\$500.00	\$1,500.00
22.	Remove Ex. End Sections	2 ea.	\$200.00	\$400.00	\$100.00	\$200.00	\$100.00	\$200.00
23.	Remove Ex. CMP Storm Sewer	710 l.ft.	\$5.00	\$3,550.00	\$3.00	\$2,130.00	\$15.00	\$10,650.00
24.	6" Dia. Sanitary Sewer Lead, PVC, ASTM D-3034, SDR 23.5, if needed	100 l.ft.	\$15.00	\$1,500.00	\$0.01	\$1.00	\$1.00	\$100.00
25.	1" Dia. Water Service Lead, Type "K" Copper if needed	100 l.ft.	\$15.00	\$1,500.00	\$0.01	\$1.00	\$7.00	\$700.00
26.	1-1/2" Dia. Water Service Lead, Type "K" Copper if needed	100 l.ft.	\$20.00	\$2,000.00	\$0.01	\$1.00	\$10.00	\$1,000.00
27.	Turf Restoration w/4" Topsoil & Class A Sod		Incidental		Incidental		Incidental	
28.	Watering Sod Areas (1000 gal/unit)	155 unit	\$1.00	\$155.00	\$0.01	\$1.55	\$1.00	\$155.00
29.	Mowing Sod Areas	4 time	\$1.00	\$4.00	\$0.01	\$0.04	\$1.00	\$4.00
30.	Pre-construction/Post-construction video	1 ea.	\$800.00	\$800.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00
31.	Traffic Maintenance & Control	1 ea.	\$4,000.00	\$4,000.00	\$6,000.00	\$6,000.00	\$7,500.00	\$7,500.00
* Indicates Total corrected by City of Troy DPW								
TOTAL AMOUNT OF BASE BID				\$164,239.90	\$164,643.54		\$177,614.30	

March 12, 2002

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
Gary A. Shripka, Assistant City Manager/Services
Mark Stimac, Building & Zoning Director
William Nelson, Fire Chief
Carol Anderson, Parks & Recreation Director
Jeanette Bennett, Director of Purchasing
William R. Need, Public Works Director

SUBJECT: Standard Purchasing Resolution 1: Award To Low Bidder –
Storage Buildings For The Department Of Public Works

RECOMMENDATION

On February 20, 2002, bid proposals were opened to design, construct, and install two (2) pre-engineered steel clear-span storage buildings for the Public Works Yard located at 4693 Rochester Road. After reviewing the various bid proposals, it is our recommendation that the contract be awarded to the low bidder, REB Construction Services, Inc. of Auburn Hills, at an estimated total cost of \$469,083.00. This cost includes the concrete floor alternate for both structures.

BACKGROUND INFORMATION

Parks & Recreation, Fire Department, and Public Works have budgeted 2001-02 funds for the construction of two (2) pre-engineered buildings for the storage of equipment and supplies currently being stored in the open and exposed to the elements.

The Public Works structure measures 80' x 120' or 9,600 square feet. The building will be equipped with twelve (12) overhead vehicle doors allowing for pass-through operation, a concrete floor, lighting, and engine block heater connections. We feel that this will allow us to keep the vast majority of Motor Pool equipment under cover and protected from the elements.

A second building is proposed for construction that will be shared equally by the Fire and Parks & Recreation Departments. This structure is 56' x 240' or 13,440 square feet. The building will be divided at its mid-point with a concrete block wall, and both sides will have a concrete floor. Parks & Recreation will, for the first time, be able to keep their specialized maintenance equipment under cover. The Fire Department's portion will allow for the storage of the restored 1944 fire truck, the auxiliary fire apparatus, and a workshop dedicated to the repair of specialized Fire Department equipment.

BUDGET

Funds are available in the following capital accounts: Parks #401756.7978.010
Fire #401344.7975.100; Public Works #401464.7975.115

73 Bids Sent
15 Bid Responses Rec'd
2 No Bids

Opening Date -- 2-13-02
 Date Prepared -- 2/25/2002

CITY OF TROY
 BID TABULATION
 TWO PRE-ENGINEERED STEEL STORAGE BUILDING

VENDOR NAME:		**	REB CONSTRUCTION SERVICES, INC	A. REA CONSTRUCTION INC	USZTAN CONSTRUCTION INC	LASALLE INC
Check Number						
Check Amount						
PROPOSAL: DESIGN, CONSTRUCT, AND INSTALL TWO PRE-ENGINEERED STEEL CLEAR-SPAN STORAGE BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS AT 4693 ROSCHESTER ROAD.						
1.) BUILDING #1:	COMPLETE FOR THE SUM OF:	\$ 173,567	\$ 178,135	\$ 193,854	\$ 209,887	
MANDATORY-OPTION A: UPGRADE - FLOOR	COMPLETE FOR THE SUM OF:	\$ 19,093	\$ 23,000	\$ 35,000	\$ 34,000	
2.) BUILDING #2:	COMPLETE FOR THE SUM OF:	\$ 248,167	\$ 267,200	\$ 260,000	\$ 294,432	
MANDATORY-OPTION A: UPGRADE - FLOOR	COMPLETE FOR THE SUM OF:	\$ 28,256	\$ 32,000	\$ 42,000	\$ 48,000	
GRAND TOTAL (All Items):	**	\$ 469,083	\$ 500,335	\$ 530,854	\$ 586,319	
INSURANCE	CAN MEET	XX	XX + \$750	XX	XX	
	CANNOT MEET					
SITE INSPECTION	VISITED SITE	XX	XX	XX	XX	
	DATE	2/7/02 & 2/19/02	2/18/02	2/13/02	2/11/02	
	DID NOT VISIT SITE					
COMPLETION DATE:		31-May-2002	31-May-2002	31-May-2002	31-May-2002	
	Work will commence after award:	1 days	10 days	5 days	10 days	
TERMS:		Refer to Proposal	BLANK	21 DAYS	BLANK	
WARRANTY:		Refer to Proposal	BLANK	ONE YEAR	BLANK	
EXCEPTIONS:		Refer to Proposal	LISTED IN BID	DEDUCT \$22,500 IF	BLANK	
				BOTH BUILDING ARE		
				AWARDED.		

NO BIDS:
Sorensen Gross
Rudolph/Libbe Inc

**** DENOTES LOW BIDDER**

ATTEST:
MaryAnn Hays
Timothy Richnak
Linda Bockstanz

 Jeanette Bennett
 Purchasing Director

Opening Date -- 2-13-02
 Date Prepared -- 2/25/2002

CITY OF TROY
 BID TABULATION
 TWO PRE-ENGINEERED STEEL STORAGE BUILDING

VENDOR NAME:		BOB DEVON	EDGE	ML SCHOENHERR	DAVENPORT
		CONSTRUCTION CO INC	CONSTRUCTION CO	CONSTRUCTION INC	BROS CONST CO
		Check Number			
		Check Amount			
PROPOSAL: DESIGN, CONSTRUCT, AND INSTALL TWO PRE-ENGINEERED STEEL CLEAR-SPAN STORAGE BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS AT 4693 ROSCHESTER ROAD.					
1.) BUILDING #1:	COMPLETE FOR THE SUM OF:	\$ 210,655	\$ 220,000	\$ 221,450	\$ 228,798
MANDATORY-OPTION A: UPGRADE - FLOOR					
	COMPLETE FOR THE SUM OF:	\$ 33,300	\$ 27,000	\$ 26,000	\$ 27,360
2.) BUILDING #2:	COMPLETE FOR THE SUM OF:	\$ 294,730	\$ 300,000	\$ 293,450	\$ 316,466
MANDATORY-OPTION A: UPGRADE - FLOOR					
	COMPLETE FOR THE SUM OF:	\$ 46,650	\$ 37,500	\$ 36,000	\$ 38,304
GRAND TOTAL (All Items):		\$ 585,335	\$ 584,500	\$ 576,900	\$ 610,928
INSURANCE	CAN MEET	XX	XX	XX	XX
	CANNOT MEET				
SITE INSPECTION	VISITED SITE	XX	XX	XX	XX
	DATE	1/23/02	2/7/02	2/19/02	2/6/02
	DID NOT VISIT SITE				
COMPLETION DATE:		31-May-2002	31-May-2002	31-May-2002	31-May-2002
	Work will commence after award:	ATTACHED TO BID	10 days	10 days	6 days
TERMS:		BLANK	BLANK	ATTACHED TO BID	NET 30
WARRANTY:		BLANK	BLANK	ONE YEAR	ONE YEAR
EXCEPTIONS:		ATTACHED TO BID	N/A	LISTED IN BID	ATTACHED TO BID

Opening Date -- 2-13-02
 Date Prepared -- 2/25/2002

CITY OF TROY
 BID TABULATION
 TWO PRE-ENGINEERED STEEL STORAGE BUILDING

VENDOR NAME:		T MILLER	MICCO, LLC	GILBERT CO	THE
		CONSTRUCTION INC	ENGINEERED	GENERAL	GARRISON
			BLDG, INC	CONTRACTORS INC	COMPANY
	Check Number				
	Check Amount				
PROPOSAL: DESIGN, CONSTRUCT, AND INSTALL TWO PRE-ENGINEERED STEEL CLEAR-SPAN STORAGE BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS AT 4693 ROSCHESTER ROAD.					
1.) BUILDING #1:	COMPLETE FOR THE SUM OF:	\$ 230,462	\$ 237,592	INCLUDED IN BLDG 2	\$ 249,900
MANDATORY-OPTION A: UPGRADE - FLOOR	COMPLETE FOR THE SUM OF:	\$ 33,950	\$ 19,259	\$ 33,600	\$ 20,600
2.) BUILDING #2:	COMPLETE FOR THE SUM OF:	\$ 337,582	\$ 319,759	\$ 587,003.18	\$ 350,000
MANDATORY-OPTION A: UPGRADE - FLOOR	COMPLETE FOR THE SUM OF:	\$ 56,900	\$ 27,306	\$ 47,040	\$ 34,800
GRAND TOTAL (All Items):		\$ 658,894	\$ 603,916	\$ 667,643	\$ 655,300
INSURANCE	CAN MEET	XX	XX	XX	XX
	CANNOT MEET				
SITE INSPECTION	VISITED SITE	XX	XX	XX	XX
	DATE	2/6/02	1/23/02	2/4/02	2/14/02
	DID NOT VISIT SITE				
COMPLETION DATE:		31-May-2002	31-May-2002	31-May-2002	31-May-2002
Work will commence after award:		10 days	15-20 days	PER PROPOSAL	1 day
TERMS:		Progress Payments/ Monthly Draws	NET 30	PER PROPOSAL	ATTACHED TO BID
WARRANTY:		1 Year L/M	ONE YEAR	ONE YEAR	12 MONTHS
EXCEPTIONS:		LISTED IN BID	LISTED IN BID	ATTACHED TO BID	ATTACHED TO BID

Opening Date -- 2-13-02
 Date Prepared -- 2/25/2002

CITY OF TROY
 BID TABULATION
 TWO PRE-ENGINEERED STEEL STORAGE BUILDING

VENDOR NAME:		KEMP BUILDING			
		& DEVELOPMENT			
	Check Number				
	Check Amount				
PROPOSAL: DESIGN, CONSTRUCT, AND INSTALL TWO PRE-ENGINEERED STEEL CLEAR-SPAN STORAGE BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS AT 4693 ROSCHESTER ROAD.					
1.) BUILDING #1:	COMPLETE FOR THE SUM OF:	\$ 263,000			
MANDATORY-OPTION A: UPGRADE - FLOOR	COMPLETE FOR THE SUM OF:	\$ 14,000			
2.) BUILDING #2:	COMPLETE FOR THE SUM OF:	\$ 385,000			
MANDATORY-OPTION A: UPGRADE - FLOOR	COMPLETE FOR THE SUM OF:	\$ 20,000			
GRAND TOTAL (All Items):		\$ 682,000			
INSURANCE	CAN MEET	XX			
	CANNOT MEET				
SITE INSPECTION	VISITED SITE				
	DATE				
	DID NOT VISIT SITE	XX			
COMPLETION DATE:		31-May-2002			
Work will commence after award:		15 days			
TERMS:		Progress Payments/ Monthly Draws			
WARRANTY:		ONE YEAR			
EXCEPTIONS:		BLANK			

A R K ENTERPRISES INC
46120 ANN ARBOR
PLYMOUTH MI 48170

ALA CONSTRUCTION
20019 BRIAR CLIFF
DETROIT MI 48221

ANDERSON CONSTRUCTION INC
18539 W 8 MILE ROAD
DETROIT MI 48219

AREA CONSTRUCTION
24001 TELEGRAPH RD
SOUTHFIELD MI 48034

ARISTEO CONSTRUCTION CO
12811 FARMINGTON
LIVONIA MI 48150

B & T GENERAL CONTRACTORS
5490 DIXIE HIGHWAY
WATERFORD MI 48329

BOB DEVON CONSTRUCTION CO INC
4237 OAK TREE CIRCLE
ROCHESTER MI 48306-4620

BOULEVARD CONSTRUCTION INC
11662 MARTIN ROAD
WARREN MI 48093

COLIN JAMES CONTRACTING
12900 HALL ROAD
STERLING HEIGHTS MI 48314

COMMERCIAL CONTRACTING GROUP
4260 NORTH ATLANTIC BOULEVARD
AUBURN HILLS MI 48326

CONSTRUCTION ASSOCIATION OF MICHIGAN
43636 WOODWARD AVENUE
BLOOMFIELD HILLS MI 48302

CORNERSTONE CONSTRUCTION
2301 WALTHAM
TROY MI 48085

D & D BUILDERS, INC
1029 WEST SUTTON
METAMORA MI 48455

DAVENPORT BROTHERS
301 INDUSTRIAL PARK DRIVE
BELLEVILLE MI 48111

DEGENHARDT AND SONS, INC
2610 BINBROOKE
TROY MI 48084

DETROIT DOOR & HARDWARE CO.
111 EAST TWELVE MILE RD
MADISON HEIGHTS MI 48071

DIRECT BUILDING DEVELOPMENT
31600 W NINE MILE #306
FARMINGTON HILLS MI 48336

DRAKE CONSTRUCTION COMPANY
17020 HICKORY RIDGE ROAD
HOLLY MI 48442

EAGLE HEATING & COOLING
41017 ALLSPICE DRIVE
STERLING HEIGHTS MI 48314

EDGE CONSTRUCTION
19011 W TEN MILE
SOUTHFIELD MI 48075-2442

ELLIS DON OF MICHIGAN
21500 HAGGERTY STE 200
NORTHVILLE MI 48167

EMPIRE STEEL BUILDINGS
5230 CARROLL CANYON RD #300
SAN DIEGO CA 92121

ENGINEERED BUILDINGS INC
32401 WEST 8 MILE ROAD
LIVONIA MI 48152

FLORA CONSTRUCTION INC
8850 STRATHMOOR
DETROIT MI 48228

GILBERT COMPANY
3611 CENTRAL
DEXTER MI 48130

GOLD SEAL STEEL BUILDING INC
7825 N LAVAUN DRIVE
P O BOX 98
LOUVIERS CO 80131-0098

GRANGER CONSTRUCTION COMPANY
6267 AURELIUS ROAD
P O BOX 22187
LANSING MI 48909

GUINN CONSTRUCTION CO
1772 W CLARKSTON ROAD
LAKE ORION MI 48362

HARRISON-GALE INC
255 RILEY CENTER ROAD
RILEY MI 48041

HAWK CONSTRUCTION CO
50 LODEWYCK
MT CLEMENS MI 48043

HERMAN, GIBANS, FODOR INC
1304 W 6TH STREET
CLEVELAND OH 44113

HICKS CONSTRUCTION CO INC
14315 INDUSTRIAL CENTER DRIVE
SHELBY TWP MI 48315

INGRAM ROOFING
2640 LEACH
ROCHESTER HILLS MI 48309

JARVIS CONSTRUCTION
41800 EXECUTIVE DRIVE
HARRISON TWP MI 48045

JMJ PIPING AND PLUMBING
11414 DODGE
WARREN MI 48089

K-CONSTRUCTION
25123 SOUTHFIELD ROAD
SOUTHFIELD MI 48075

KEO & ASSOCIATES
18286 WYOMING
DETROIT MI 48221

KIM CONSTRUCTION COMPANY INC
P O BOX 276
3142 HOLEMAN
STEGER IL 60475

KOCH 'KENT
dba KOCH ENTERPRISES INC
P O BOX 480517
NEW HAVEN MI 48048-0517

LAKESIDE BUILDING PRODUCTS
40 FLORAL
MT CLEMENS MI 48043-2126

LANDMARK BUILDING SYSTEMS
P O BOX 315
POTTSTOWN PA 19464

LAPEER LUMBER & TRUSS INC.
219 SOUTH SAGINAW
LAPEER MI 48446

LASALLE CONTRACTING LLC
11000 MCNICHOLS STE B-9
DETROIT MI 48221

LASALLE GROUP INC
5002 DEWITT
CANTON MI 48188

LESTER BUILDING SYSTEMS
1111 2ND AVENUE SOUTH
LESTER PRAIRIE MN 55354

M L SCHOENHERR CONSTRUCTION INC
47630 VAN DYKE
UTICA MI 48317

MHB PARADIGM DESIGN
550 3 MILE ROAD NW
GRAND RAPIDS MI 49544

MICCO LLC
715 AUBURN ROAD
P O BOX 430074
PONTIAC MI 48343

MIRACLE TRUSS /MIRACLE STEEL STRUCTURES
505 NORTH HIGHWAY 169 SUITE 500
MINNEAPOLIS MN 55441-6420

ORCHARD CONSTRUCTION INC
75600 NORTH AVENUE
ARMADA MI 48005

P R S CONTRACTING INC
899 W BALTIMORE
DETROIT MI 48202

PARK-WHITING SIGNATURE SOLUTIONS INC
8245 HOLLY ROAD STE 201
GRAND BLANC MI 48439

PROGRESSIVE DESIGN AND CONSTUCTION
19215 W 13 MILE ROAD
SOUTHFIELD MI 48076

QUADRANTS, INC.
49397 SHAFER AVE
WIXOM MI 48393

RAND CONSTRUCTION
1270 RICKETT RD
BRIGHTON MI 48116

REB CONSTRUCTION SERVICES INC
1801 N. OPDYKE
AUBURN HILLS MI 48326

ROBERT H. WEDLER
29232 RAMBLIN ROAD
SOUTHFIELD MI 48076

ROBERT VAN KAMPEN CO.
12836 FENKELL
DETROIT MI 48227

RUDOLPH LIBBE INC
7001 HAGGERTY
CANTON MI 48187

SATELLITE SHELTERS
4844 PRODUCT DRIVE
WIXOM MI 48393

SIERRA MODULAR
1829 NORTHWOOD BLVD
ROYAL OAK MI 48073

SILVERADO CONSTRUCTION
2055 NINE MILE ROAD
WARREN MI 48091

SORENSEN GROSS
3407 TORREY RD
P O BOX 7718
FLINT MI 48507

STANDSURE CONSTRUCTION
740 DEER PATH TRAIL
WATERFORD MI 48327

STEEL STRUCTURES
P O BOX 2972
FARMINGTON HILLS MI 48333-2972

SYMCO CONSTRUCTION
1354 GULL CLUB ROAD
CARO MI 48723

TWIN EAGLE SHELTERS
5325 WOODRUN DRIVE
WEST BLOOMFIELD MI 48323-2276

USZTAN CONSTRUCTION
3600 LAPEER
AUBURN HILLS MI 48326

WALSH CONSTRUCTION COMPANY
3011 W GRAND BLVD STE 466
DETROIT MI 48202

WICKES LUMBER
2230 AVON INDUSTRIAL DR
ROCHESTER HILLS MI 48309

WILLIAM H. HALL & SONS
1415 NORTH DORT
FLINT MI 48506

WILLIAMS SCOTSMAN
8122 PARK PLACE
BRIGHTON MI 48116

RECEIVED

March 13, 2002

MAR 13 2002

CITY OF TROY
CITY MANAGER'S OFFICE

To: Honorable Mayor and City Council

From: John Szerlag, City Manager
Lori Bluhm, City Attorney
John M. Lamerato, Assistant City Manager/Finance and Administration
Gary A. Shripka, Assistant City Manager/Services
Jeanette Bennett, Purchasing Director
Carol K. Anderson, Parks and Recreation Director

Subject: Rescind and Revise – Resolution # 2001-11-519-E-6 – Award for Electric Golf Cars For Sylvan Glen Golf Course

RECOMMENDATION

On November 5, 2001 Council passed a resolution awarding a contract to Club Car, Inc. for the lease of sixty- five (65) electric golf cars including maintenance less fifty (50) trade-ins at an estimated total lease cost of \$154,544.00.

Although identified in the resolution as a lease, the contract is for a purchase.

It is recommended that Council rescind resolution # 2001-11-519-E-6 and approve the purchase of these golf cars. It should be noted that the original recommendation letter did state that the golf cars would be leased and at the conclusion of the contract, Sylvan Glen Golf Course will own these carts outright.

“The Parks and Recreation Department recommends a lease agreement be executed with Club Car, Inc., the lowest bidder meeting specifications, at a total lease cost of \$154,544.00. Annual payments are estimated to be \$30,908.80. At the conclusion of this contract, Sylvan Glen Golf Course will own these carts outright.”

Therefore, the new resolution is presented as a clarification of the transaction occurring. Samples of the payment and maintenance agreements are attached. It is further recommended that the Mayor be authorized to execute these documents when in final form.

BUDGET

Funds for the contract are available in the Sylvan Glen Golf Course Capital Account #788.7981. The cost of the golf cars will remain the same as indicated in the original resolution.

E-5 Approval of Cost Participation Agreement for the Reconstruction of Livernois Road, Wattles to Braemer – Contract 01-5; Project No. 95.201.5

Resolution #2001-11-519-E-5

RESOLVED, That the Cost Participation Agreement between the City of Troy and the Road Commission for Oakland County for the reconstruction of Livernois Road, Wattles to Braemer, Project No. 95.201.5, is hereby approved and the Mayor and City Clerk are authorized to execute the Agreement.

E-6 Standard Purchasing Resolution 2: Lowest Acceptable Bidder Meeting Specifications – Electric Golf Cars for Sylvan Glen Golf Course

Resolution #2001-11-519-E-6

RESOLVED, That a contract to furnish a five-year lease of sixty-five (65) Electric Golf Cars including maintenance less fifty (50) trade-ins is hereby awarded to the lowest acceptable bidder meeting specifications, Club Car, Inc., at an estimated total lease cost of \$154,544.00.

E-8 Standard Purchasing Resolution 2: Lowest Acceptable Bidders – Automobile, Light Truck, Farm, and Construction Equipment Replacement Parts with an Option to Renew for an Additional Three Years

Resolution #2001-11-519-E-8

RESOLVED, That contracts to provide three-year requirements of Automobile, Light Truck, Farm, and Construction Equipment Replacement Parts with an Option to Renew for three years are awarded to the lowest acceptable bidders meeting specifications, Bell Equipment Company, Coach & Motor Company, D&D Auto Parts, Kirks Automotive, Local Equipment Company, Inc., Munn Ford Tractor, Old Dominion Brush, Terminal Supply Company, Crown Battery Manufacturing Company, Inc., All Type Truck & Trailer Repair, Inc., and Lubrication Specialists at discount prices contained in the bid tabulation opened April 24, 2001, a copy of which shall be attached to the original Minutes of this meeting.

E-9 Standard Purchasing Resolution 4: Oakland County Cooperative Purchasing Agreement – Haworth Furniture Contract

Resolution #2001-11-519-E-9

RESOLVED, That a contract to purchase new furniture for the DPW Facility Addition from University Business Interiors is hereby approved through the Oakland County Cooperative Purchasing Agreement at an estimated cost of \$14,042.00, in accordance with Appendix B, Detailed Cost Estimates.

October 24, 2001

TO: The Honorable Mayor and City Council

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

Subject: Standard Purchasing Resolution 2: Lowest Acceptable Bidder Meeting Specifications –
Electric Golf Cars For Sylvan Glen Golf Course

RECOMMENDATION

Bid proposals were opened on September 5, 2001, to furnish a five-year lease for sixty-five (65) electric golf cars including maintenance less fifty- (50) trade-ins for Sylvan Glen Golf Course. The Parks and Recreation Department recommends a lease agreement be executed with Club Car, Inc., the lowest bidder meeting specifications, at a total lease cost of \$154,544.00. Annual payments are estimated to be \$30,908.80. At the conclusion of this contract, Sylvan Glen Golf Course will own these carts outright.

EXPLANATION OF BIDS NOT MEETING SPECIFICATIONS

EZ-GO Textron, 3310 Ranger Road, Lansing, MI 48906

- Does not use multi-latch parking brake system
- Does not have 48-Volt electrical system
- Does not have aluminum frame
- Does not have the ability to program speed in the field
- Cannot perform test and diagnostic functions in the field or by on-site personnel

SUMMARY

Based on the above-mentioned factors, we recommend the Club Car solution, which meets all bid specifications. The 48-volt electrical system will allow us to get more holes on each charge, which will reduce down time and extend battery life. The improved parking brake system will reduce potential accidents. The aluminum frame makes the car lighter, stronger, and reduces stress on the golf course.

BUDGET

Funds for the contract are available in the Sylvan Glen Golf Course Capital Account #788.7981.

10 Bids Sent
3 Bids Rec'd
1 Bid did not meet specifications

Prepared by: Jacob D. Pilat, Director of Golf Operations

EQUIPMENT INSTALLMENT PURCHASE AGREEMENT

Purchaser: (Name and Address)

Vendor: (Name and Address)

Pursuant to the terms of the Validation of Municipal Purchase Contracts Act (the "Act"), MSA 5.3461 et seq.; MCL 123.721 et seq., Purchaser agrees to purchase from Vendor and Vendor agrees to sell to Purchaser the Equipment described in *Schedule A*, now or hereafter attached hereto, and all replacements, repairs, restorations, modifications and improvements thereof or hereof ("Equipment") in accordance with the following terms and conditions of this Equipment Installment Purchase Agreement ("Agreement").

1. **TERM.** This Agreement will become effective upon the execution hereof (OK) by both Purchaser and Vendor. The term of this Agreement will commence on the Commencement Date set forth in *Schedule B* attached hereto and, unless earlier terminated as expressly provided for in this Agreement will terminate on the Termination Date set forth in *Schedule B* attached hereto (the "Term").

2. **PURCHASE PAYMENTS.** Purchaser agrees to pay to Vendor the Purchase Payments, including the interest portion, in lawful money of the United States of America, equal to the amounts specified in *Schedule B*. The Purchase Payments will be payable without notice or demand at the office of Vendor (or such other place as Vendor may from time to time designate in writing), and will commence on the first Purchase Payment Date as set forth in *Schedule B* and thereafter on the subsequent dates set forth in *Schedule B*. Any payments received later than twenty (20) (OK) days from the due date will bear interest at the highest lawful rate from the due date. As set forth on *Schedule B*, a portion of each Purchase Payment is paid as, and represents payment of, interest. The obligation of Purchaser to make the Purchase Payments hereunder and perform all of its other obligations hereunder will be absolute and unconditional in all events and will not be subject to any setoff, defense, counterclaim, abatement, deduction or recoupment for any reason whatsoever including, without limitation, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances. Purchaser reasonably believes that funds can be obtained sufficient to make all Purchase Payments during the Term and hereby covenants that it will do all things lawfully within its powers to obtain, maintain and properly request and pursue funds from which the Purchase Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. Except to the extent that Purchaser may not, with regard to this Agreement, levy taxes in excess of statutory or charter limitations without the approval of its electors, the obligation of Purchaser to pay Purchase Payments hereunder shall be a full faith and credit obligation of Purchaser. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary in this Agreement, in no event shall this Agreement require the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum permitted by applicable law.

3. **DELIVERY AND ACCEPTANCE.** Purchaser shall order the Equipment, cause the Equipment to be delivered and installed at the location specified on *Schedule A* ("Equipment Location") (OK) ~~and pay any and all delivery and installation costs in connection therewith.~~ Purchaser will inspect (OK) the Equipment as soon as (OK) reasonably possible after it has been delivered. ~~and inspected.~~ (OK) Purchaser will evidence its acceptance of the Equipment by executing and delivering to Vendor a Delivery and Acceptance Certificate (in the form provided by Vendor) upon delivery of the Equipment.

4. **DISCLAIMER OF WARRANTIES.** Purchaser acknowledges and agrees that the Equipment is of a size, design and capacity selected by Purchaser and Purchaser takes the Equipment, subject to any warranties from Vendor and/or manufacturer. Vendor hereby assigns to Purchaser during the Term, so long as no Event of Default has occurred hereunder and is continuing, all warranties, if any, expressed or implied with respect to the Equipment, running from the

manufacturer to Vendor and Vendor authorizes Purchaser to obtain the customary services furnished in connection with such warranties at Purchaser's expense. Purchaser's sole remedy for the breach of any such manufacturer's warranty shall be against the manufacturer of the Equipment, and not against Vendor or its assigns. Purchaser expressly acknowledges that Vendor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the manufacturer of the Equipment.

5. **RETURN OF EQUIPMENT.** Upon the expiration or earlier termination of this Agreement pursuant to the terms hereof, Purchaser shall, at its sole expense ~~but at Vendor's option~~, return the Equipment to Vendor ^{deleted} in the condition required by Section 9 hereof at any location in the continental United States designated by Vendor.

6. **REPRESENTATIONS, COVENANTS AND WARRANTIES.** Purchaser hereby represents, covenants and warrants to Vendor as of the date hereof and at all times during the Term that (i) Purchaser is a state or a fully constituted political subdivision thereof within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"), or its obligations hereunder constitute obligations issued on behalf of a state or a political subdivision thereof, and Purchaser shall do or cause to be done all things necessary to preserve and keep in full force and effect its existence and this Agreement; (ii) Purchaser has full power and authority under the constitution and laws of the state in which it is located to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations hereunder; (iii) each officer of Purchaser executing this Agreement has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended by a requisite majority of the members thereof, or by other appropriate official approval; (iv) the execution, delivery and performance of this Purchase and all documents executed in connection herewith, including, without limitation, *Schedules A and B* hereto and the Delivery and Acceptance Certificate referred to in Section 3 hereof (OK) and the Purchaser's sealed bid proposal SBP 01-28 with any attachments and blanket order 20100526-OB dated 11/28/01 (this Agreement together with all such documents shall be collectively referred to herein as the "Purchase Documents") have been duly authorized by all persons, governmental bodies and agencies necessary to authorize and approve this Agreement; (v) the Agreement constitutes a legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with its terms; (vi) the execution, delivery and performance of this Agreement by Purchaser shall not (a) violate any federal, state or local law or ordinance, or any judgment, order, writ, injunction, decree, rule or regulation of any court or other governmental agency or body applicable to Purchaser; or (b) conflict with or result in the breach or violation of any term or provision of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of the Purchaser or the Equipment pursuant to any note, bond, mortgage, indenture, agreement, deed of trust, bank loan or credit agreement, lease or other obligation to which Purchaser is a party or by which it or its assets may be bound, except as herein provided; (vii) in authorizing and executing this Agreement, Purchaser has complied with all open meeting laws, public bidding requirements and other laws applicable to this Agreement and the acquisition by Purchaser of the Equipment; (viii) the Equipment is essential to the function of the Purchaser or to the service Purchaser provides to its citizens and the Purchaser has an immediate need for, and expects to make immediate use of, substantially all of the Equipment, which need is not temporary or expected to diminish in the foreseeable future; (ix) no lease, rental agreement or contract for purchase to which Purchaser has been a party at any time during the last five years has been terminated by Purchaser by an event of default, as defined hereunder (x) the Equipment will be used by Purchaser only for the purpose of performing one or more of Purchaser's governmental or proprietary functions consistent with the permissible scope of Purchaser's authority; (xi) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting the Purchaser, nor to the best knowledge of the Purchaser is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement; (xii) no event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default, exists at the Commencement Date; (xiii) the total amount of obligations entered into by Purchaser pursuant to the Act does not exceed 1-1/4% of the taxable value of the real and personal property located within Purchaser's boundaries at the date of this Agreement; and (xiv) the useful life of the Equipment does not exceed the term of this Agreement.

Purchaser shall deliver to Vendor an opinion of Purchaser's counsel in form and substance attached hereto or as otherwise acceptable to Vendor.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon acceptance of the Equipment by Purchaser hereunder, title to the Equipment will vest in Purchaser subject to Vendor's rights under this Agreement; provided, however, that upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing, title will immediately vest in Vendor or its assignee without any action by Purchaser and Purchaser shall immediately surrender possession of the Equipment to Vendor or its assignee in the manner set forth in *Section 5* hereof. Purchaser grants to Vendor a continuing, first priority security interest under the Uniform Commercial Code in the Equipment, the proceeds thereof and all additions, attachments, repairs, replacements, substitutions and modifications thereto and proceeds thereof made pursuant to *Section 9*, in order to secure Purchaser's payment of all Purchase Payments due during the Term and the performance of all other obligations herein to be performed by Purchaser. Purchaser will join with Vendor in executing such financing statements or other documents and will perform such acts as Vendor may request to establish and maintain a valid first lien and perfected security interest in the Equipment. Purchaser authorizes Vendor to file a financing statement describing the Equipment (OK) and covering assets of Purchaser other than the Equipment described herein. Purchaser authorizes Vendor to complete the description of the Equipment on *Schedule A* when additional information, such as models and serial numbers, becomes available.

8. USE; REPAIRS. Purchaser will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment. Purchaser shall comply with all laws, ordinances, insurance policies and regulations relating to the possession, use, operation or maintenance of the Equipment. Purchaser, at its expense, will keep the Equipment in good working order and repair and furnish all parts, mechanisms and devices required therefor.

9. ALTERATIONS. Purchaser will not make any alterations, additions or improvements to the Equipment without Vendor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from or, if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Vendor's prior written consent, which will not be unreasonably withheld. Vendor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Purchaser shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Agreement. Purchaser shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Vendor's income. If Purchaser fails to pay said charges, or taxes when due, or to provide the insurance required by *Section 14* hereof, Vendor may, but need not, pay said charges or taxes or purchase such insurance and, in such event, Purchaser shall reimburse Vendor therefore on demand, with interest at the maximum rate permitted by law from the date of such payment by Vendor to the date of reimbursement by Purchaser. (NO)

12. RISK OF LOSS; DAMAGE; DESTRUCTION. Purchaser assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Purchaser of the obligation to make Purchase Payments or to perform any other obligation under this Purchase. In the event of damage to any item of Equipment, Purchaser will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Vendor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Purchaser, (OK) at the option of Vendor, will either (a) replace the same with like equipment in good repair, or (b) on the next Purchase Payment Date, pay Vendor: (i) all amounts then owed by Purchaser to Vendor under this Agreement, including the Purchase Payment due on such date, and (ii) an amount equal to the applicable Concluding Payment set forth in *Schedule B* opposite such Purchase Payment Date. In the event that Purchaser is obligated to make such payment pursuant to subparagraph (b) above with respect to less than all of the Equipment, Vendor will provide Purchaser with the pro rata amount of the Purchase Payment and the Concluding Payment to be made by Purchaser with respect to the Equipment which has suffered the event of loss.

13. PERSONAL PROPERTY. The Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon. If requested by Vendor, Purchaser will, at Purchaser's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

14. INSURANCE. At its own expense, Purchaser shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and any other risks reasonably required by Vendor in an amount at least equal to the then applicable Concluding Payment of the Equipment, (b) liability insurance that protects Vendor from liability in all events in form and amount satisfactory to Vendor, and (c) workers' compensation coverage as required by the laws of the state; provided that, with Vendor's prior written consent, Purchaser may self-insure against the risks described in clauses (a) and (b). All insurance proceeds from casualty losses shall be payable as hereinafter provided. Upon acceptance of the Equipment and upon each insurance renewal date, (OK) Purchaser will deliver to Vendor (OK) Vendor may request and Purchaser shall supply a certificate evidencing such insurance. In the event of any loss, damage, injury or accident involving the Equipment, Purchaser will promptly provide Vendor with written notice thereof and make available to Vendor all information and documentation relating thereto and shall permit Vendor to participate and cooperate with Purchaser in making any claim for insurance in respect thereof.

All such casualty and liability insurance shall be with insurers that are acceptable to Vendor, shall name Purchaser as named insured and Vendor and Assignee, or their assigns as additional named (NO) insureds and shall contain a provision to the effect that such insurance shall not be cancelled or modified materially to reduce coverage (NO) without first giving written notice thereof to Vendor and Assignee at least thirty days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Purchaser and Vendor, as their respective interests may appear. The Purchaser may provide required insurance as part of "blanket" coverage maintained on its other assets. Required insurance coverage may also be provided in whole or in part by self-insurance, with written consent of the Vendor, which shall not be unreasonably withheld. If such consent is given, Purchaser will furnish Vendor with a letter or certificate of self-insurance specifying the type and extent coverage. The proceeds of any such policies will be payable to Purchaser and Vendor or its assigns as their interests may appear. In the event that Purchaser has been permitted to self-insure, Purchaser will furnish Vendor with a letter or certificate to such effect.

15. RELEASE AND INDEMNIFICATION. To the extent permitted by law, Purchaser shall indemnify, protect and hold harmless Vendor from and against any and all liability, obligations, losses, claims and damages whatsoever, (NO) regardless of cause thereof (NO) unless those damages are proximately caused by Vendor's negligence or breach of contract, and expenses in connection therewith (including, without limitation, (OK) reasonable counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of the Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Term for any reason.

(NO) **INDEMNIFICATION AND HOLD HARMLESS.** To the fullest extent permitted by law, Vendor, agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

16. ASSIGNMENT BY PURCHASER. Without Vendor's prior written consent, Purchaser will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Purchase or the Equipment or any interest in this Purchase or the Equipment or (ii) sublet or lend the Equipment or permit it to be used by anyone other than Purchaser or Purchaser's employees.

17. ASSIGNMENT BY VENDOR. Vendor may assign its rights, title and interest in and to the Purchase Documents, the Equipment and/or grant or assign a security interest in this Agreement and the Equipment, in whole or in part, and Purchaser's rights will be subordinated thereto. Any such assignees shall have all of the rights of Vendor under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the successors and assigns of the parties hereto. Purchaser covenants and agrees not to assert against the assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Purchaser may have against Vendor. Upon assignment of Vendor's interests herein, Vendor will cause written notice of such assignment to be sent to Purchaser which will be sufficient if it discloses the name of the assignee and address to which further payments hereunder should be made. No further action will be required by

Vendor or by Purchaser to evidence the assignment, but Purchaser will acknowledge such assignments in writing if so requested. Purchaser shall retain all notices of assignment and maintain a book-entry record which identifies each owner of Vendor's interest in the Purchase. Upon Purchaser's receipt of written notice of Vendor's assignment of all or any part of its interest in the Purchase, Purchaser agrees to attorn to and recognize any such assignee as the owner of Vendor's interest in this Purchase, and Purchaser shall thereafter make such payments, including without limitation such Purchase Payments, as are indicated in the notice of assignment, to such assignee. Purchaser waives and will not assert against any assignee of Vendor any claims, counterclaims, claims in recoupment, abatement, reduction, defenses, or set-offs for breach of warranty or for any other reason which Purchaser could assert against Vendor, except defenses which cannot be waived under the Uniform Commercial Code and in these cases where a manufacturer will not recognize a breach of warranty claim solely based upon Vendor's or Vendor's assignees assignment under this paragraph. (NO)

18. EVENT OF DEFAULT. The term "Event of Default," as used herein, means the occurrence of any one or more of the following events: (i) Purchaser fails to make any Purchase Payment (or any other payment) as it becomes due in accordance with the terms of this Agreement, and any such failure continues for ten (10) days after the due date thereof; (ii) Purchaser fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Vendor; (iii) the discovery by Vendor that any statement, representation, or warranty made by Purchaser in this Agreement or in any writing ever delivered by Purchaser pursuant hereto or in connection herewith was false, misleading, or erroneous in any material respect; (iv) Purchaser becomes insolvent, or is unable to pay its debts as they become due, or makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Purchaser or of any of its assets, or a petition for relief is filed by Purchaser under any bankruptcy, insolvency, reorganization or similar laws, or a petition in, or a proceeding under, any bankruptcy, insolvency, reorganization or similar laws is filed or instituted against Purchaser and is not dismissed or fully stayed within twenty (20) days after the filing or institution thereof; (v) Purchaser fails to make any payment when due or fails to perform or observe any covenant, condition, or agreement to be performed by it under any other agreement or obligation with Vendor or an affiliate of Vendor and any applicable grace period or notice with respect thereto shall have elapsed or been given; or (vi) an attachment, levy or execution is threatened or levied upon or against the Equipment.

19. REMEDIES. Upon the occurrence of any Event of Default, and as long as such Event of Default is continuing, Vendor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Purchaser, declare an amount equal to all Purchase Payments and all other amounts then due under the Agreement, and the Concluding Payment due on the next Purchase Payment Date, to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Purchaser, request Purchaser to (and Purchaser agrees that it will), at Purchaser's expense, promptly return the Equipment to Vendor in the manner set forth in *Section 5* hereof, or Vendor, or its assigns, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same, without liability for such entry or for damage to property or otherwise, (iii) sell or lease the Equipment or sublease it for the account of Purchaser, holding Purchaser liable for all Purchase Payments and other payments due to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Purchaser or subPurchaser pursuant to such sale, lease or sublease and the amounts otherwise payable by Purchaser hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state where the Equipment is then located or any other applicable law or proceed by appropriate court action to enforce the terms of this Agreement or to recover damages for the breach of this Agreement or to rescind this Agreement as to any or all of the Equipment. In addition, Purchaser will remain liable for all covenants and indemnities under this Agreement and for all reasonable (OK) legal fees and other costs and expenses, including court costs, incurred by Vendor with respect to the enforcement of any of the remedies listed above or any other remedy available to Vendor. Vendor may sell the Equipment without giving any warranties as to the Equipment and may disclaim any warranties of title, possession, quiet enjoyment, or the like unless otherwise set out herein.(OK) This procedure will not be considered to adversely affect the commercial reasonableness of any sale of the Equipment.

20. TAX ASSUMPTION; COVENANTS. Purchaser hereby covenants with respect to this Agreement that (i) neither the payment of the Purchase Payments hereunder nor any portion thereof is secured by any interest in property used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code) or in payments with respect to such property or is derived from payments with respect to property, or borrowed money, used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code); (ii) no portion of the Equipment will be used directly or indirectly in any trade or business carried on by any non-exempt person (within the meaning of Section 103 of the Code); (iii) it will not take any action or permit or suffer any action to be taken or condition to exist if the result of such action or condition would

be to cause its obligation to make Purchase Payments to be guaranteed, directly or indirectly, in whole or in part, by the United States or by any agency or instrumentality thereof; (iv) it will neither take any action (including, without limitation, entering into any lease, sublease, output contract, management contract, take-or-pay contract or other arrangement) nor omit to take any action if the result of such action or omission would be to cause the interest portion of each Purchase Payment to become includable in the income of Vendor for purposes of federal, state or local income tax; (v) it will provide (or cause to be provided) to Vendor such other information as Vendor may reasonably request from Purchaser to enable Vendor to fulfill tax filing, audit and litigation obligations, including, but not limited to, federal and state income tax filing obligations; (vi) it will timely file a statement with respect to this Agreement in the form required by Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code"); and (vii) neither take any action or omit to take any action if the result of such action or omission would be to cause this Agreement to be an "arbitrage bond" within the meaning of Section 148 of the Code. If this Agreement is accompanied by an Escrow Agreement, Purchaser will execute and deliver to Vendor an Arbitrage Certificate (in the form provided by Vendor).

If Vendor receives notice, in any form, from the Internal Revenue Service or it is determined based on an opinion of independent tax counsel selected by Vendor and approved by Purchaser, which approval shall not be unreasonably withheld, that the interest portion of any Purchase Payment is includable in the income of Vendor for purposes of federal, state or local income tax, Purchaser, at its option, shall either (i) pay the Concluding Payment as provided in *Section 19* hereof and terminate the Agreement or (ii) within 30 days after notice from Vendor, pay Vendor an amount which will restore to Vendor its after-tax yield as contemplated by this transaction from the date that the interest portion became taxable through the date of such additional rental payment and will further pay additional rent to Vendor on each succeeding Purchase Payment Date in such amount as will maintain Vendor's after-tax yield as contemplated by this transaction.

21. NOTICES. All notices to be given under this Agreement shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to mailing.

22. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

23. GOVERNING LAW. This Agreement shall be construed in accordance with, and governed by, the laws of the state of Michigan.

24. DELIVERY OF RELATED DOCUMENTS. Purchaser will execute or provide, as requested by Vendor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Agreement.

25. ENTIRE AGREEMENT; WAIVER. The Purchase Documents constitute the entire agreement between the parties with respect to the purchase of the Equipment and shall not be contradicted by any oral representations made prior to, contemporaneously with or subsequent to the date hereof nor do any oral agreements presently exist between the parties which have not been reduced to writing. This Agreement shall not be modified, amended, altered, or changed except with the written consent of Purchaser and Vendor. Any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. The waiver by Vendor of any breach by Purchaser of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Purchase Date:

PURCHASER: City of Troy, MI.

VENDOR: Club Car, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ASSIGNMENT

For value received, Vendor does hereby sell, assign, and transfer unto CitiCapital Commercial Corporation ("Assignee"), whose address is 300 East Carpenter Freeway, Irving, TX 75062, all of its rights under this Agreement, including all right, title, and interest in and to this Agreement, including all monies due and to become due under, and all right, title, interest and remedies (but not its duties or obligations) in and under the Agreement and the Equipment therein described, and we authorize Assignee to do every act and thing in our name or otherwise which Assignee may deem advisable to enforce the terms of said Agreement. Purchaser hereby acknowledges the Assignment of same. Vendor further warrants and agrees that: Vendor's title to the Equipment is absolute, subject only to Purchaser's interest; amounts shown in the Agreement are owing by Purchaser, who has no right of set-off or counterclaim against Vendor (OK) except as set out in the Agreement between Vendor and Purchaser; the Agreement constitutes the entire agreement between Vendor and Purchaser and that the Agreement is valid and enforceable; neither Purchaser nor Vendor are in default under the Agreement; all sales, transfer, franchise or similar taxes (excluding only taxes levied in connection with net income) in connection with the acquisition of the Equipment have been or will be paid, and all such taxes due with respect to the execution of this Agreement have been paid; Vendor has not advanced and will not advance any payment to Purchaser; all parties to the Agreement have legal capacity to contract; the Purchaser received possession or will receive possession of the Equipment in accordance with the agreed upon delivery schedule of the Equipment; a properly perfected lien giving a first priority position to Assignee has been placed on all of the Equipment or will be placed on all of the Equipment prior to delivery to Purchaser, subject to no lien, encumbrance or claim adverse to Assignee. Vendor hereby covenants and agrees that if any payment required to be paid by Purchaser with respect to the Equipment is less than the payment specified in the Agreement because of set-off, liquidated damages or any other counterclaim or defense, in each case arising out of Vendor's failure to perform its obligations under the Agreement, Vendor will pay to Assignee (or its assignee) within thirty (30) days after such payment is due, in immediately available funds, an amount equal to the payment due, increased by an amount which will restore to Assignee its after-tax yield as contemplated by this transaction, less the amount, if any, which Assignee (or its assignee) has received. Vendor agrees to indemnify and hold Assignee harmless from and against any and all expenses, losses or damages, suffered or incurred by Assignee as a result of the failure of Vendor to perform its obligations under this Agreement, or as a result of the failure of any representation, warranty or covenant made herein by Vendor, including but not limited to all expenses and legal fees incurred in answering or defending any claim or action against Assignee or Vendor with respect thereto, or in enforcing any rights Assignee may have against Vendor under this Agreement.

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ASSIGNEE MAKES NO REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION, QUALITY, DURABILITY, VALUE, DESIGN, OPERATION, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR AS TO THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, OR AS TO THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT, OR AS TO ANY OBLIGATION BASED ON STRICT LIABILITY IN TORT OR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO. RISKS INCIDENT THERETO ARE TO BE BORNE BY PURCHASER AND, IN NO EVENT SHALL ASSIGNEE BE LIABLE FOR ACTUAL, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES OF OR TO PURCHASER OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT, THE MAINTENANCE THEREOF OR OF ANY SERVICES PROVIDED HEREIN (NO) UNLESS DAMAGES ARE PROXIMATELY CAUSED BY ASSIGNEE'S NEGLIGENCE OR BREACH OF CONTRACT OR A MANUFACTURER REFUSES TO RECOGNIZE A BREACH OF WARRANTY CLAIM SOLELY BASED UPON VENDOR'S ASSIGNMENT TO ASSIGNEE. PURCHASER MAY HAVE RIGHTS BETWEEN ITSELF AND VENDOR AND/OR THE MANUFACTURER OF THE EQUIPMENT AND IS ADVISED TO CONTACT THE MANUFACTURER OF THE EQUIPMENT FOR A DESCRIPTION OF ANY SUCH RIGHTS.

Vendor:
By: _____
Its: _____
Date: _____

CITICAPITAL COMMERCIAL CORPORATION
By: _____
Its: _____
Date: _____

ACKNOWLEDGED BY

Purchaser: _____
By: _____
Its: _____
Date: _____

MAINTENANCE PAYMENTS AGREEMENT

This Maintenance Payments Agreement (this "Agreement") is made this _____ day of _____ by and between ("Purchaser") and CitiCapital Commercial Corporation ("CitiCapital").

Statement of Purpose

Purchaser is a party to that certain Equipment Installment Purchase Agreement dated _____ (the "Purchase Agreement ") with CitiCapital as the assignee of _____ ("Dealer"). Pursuant to the Purchase Agreement, it is Purchaser's obligation to maintain the Equipment purchased thereunder, and Purchaser has entered into an agreement dated _____ (the "Maintenance Agreement") with Dealer to perform such maintenance for Purchaser. Purchaser and Dealer have agreed to include the monthly cost of such maintenance (the "Monthly Maintenance Payment") in the Purchase Payment to be paid by Purchaser to CitiCapital as the Dealer's assignee under the Purchase Agreement along with the other amounts due under the Purchase Agreement to CitiCapital, which CitiCapital will subsequently pay to Dealer pursuant to an agreement between CitiCapital and Dealer (the "Dealer Agreement.")

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, CitiCapital and Purchaser agree as follows:

1. Purchaser agrees to pay to CitiCapital, as Dealer's assignee under the Purchase Agreement, all of the Monthly Maintenance Payments due under the Maintenance Agreement concurrent with the Purchase Payments and other amounts due by Purchaser under the Purchase Agreement and pursuant to the terms of the Purchase Agreement. CitiCapital agrees to pay the Monthly Maintenance Payments actually received from Purchaser to Dealer pursuant to the terms of the Dealer Agreement. Notwithstanding the foregoing, CitiCapital may set off any and all amounts owed to CitiCapital under the Purchase Agreement from the Monthly Maintenance Payments received from Purchaser before making any payments to Dealer. CitiCapital's only obligation under this Agreement is to pass on to Dealer the Monthly Maintenance Payment or a part thereof actually received from Purchaser, if any, after deduction of all amounts owed by Purchaser to CitiCapital under the Purchase Agreement. Purchaser remains liable to Dealer under the Maintenance Agreement for any deficiency between the amount paid by CitiCapital to Dealer and the Monthly Maintenance Payment.

NOTWITHSTANDING THE FOREGOING, PURCHASER AGREES THAT CITICAPITAL SHALL HAVE ABSOLUTELY NO LIABILITY WHATSOEVER WITH RESPECT TO ANY OF THE FOREGOING MAINTENANCE OBLIGATIONS, AND PURCHASER WAIVES AND AGREES NOT TO ASSERT AGAINST CITICAPITAL ANY CLAIM, DEFENSE, OR RIGHT OF SET OFF RELATING TO SUCH MAINTENANCE OBLIGATIONS.

2. Any breach by Purchaser of the terms of this Agreement shall constitute a default under the Purchase Agreement.

Handwritten notes:
1 * - No
any
out
removed

3. All capitalized terms used herein but not otherwise defined herein shall have the definitions prescribed for such terms in the Purchase Agreement. Except as specifically set forth herein, the conditions and terms of the Purchase Agreement remain in full force and effect.

CitiCapital Commercial Corporation
("CitiCapital")

("Purchaser")

By: _____
Title: _____

By: _____
Title: _____

Direction to Remit

The undersigned acknowledges that it has entered into the above referenced Maintenance Agreement and hereby authorizes and directs Purchaser to pay the Monthly Maintenance Payment due thereunder to CitiCapital as set forth above.

("Dealer")
By: _____
Title: _____

Schedule B (City of Troy, MI, Sylvan Glen Golf Course)

Compound Period: Monthly

Nominal Annual Rate: 5.475%

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance	Maint Fee	Total Payment
Loan	4/1/2002				128,462.10		
1	4/1/2002	4,504.50	0.00	4,504.50	123,957.60	325.00	4,829.50
2	5/1/2002	4,504.50	565.54	3,938.96	120,018.64	325.00	4,829.50
3	6/1/2002	4,504.50	547.57	3,956.93	116,061.71	325.00	4,829.50
4	7/1/2002	4,504.50	529.52	3,974.98	112,086.73	325.00	4,829.50
5	8/1/2002	4,504.50	511.38	3,993.12	108,093.61	325.00	4,829.50
6	9/1/2002	4,504.50	493.17	4,011.33	104,082.28	325.00	4,829.50
7	10/1/2002	4,504.50	474.86	4,029.64	100,052.64	325.00	4,829.50
8	11/1/2002	4,504.50	456.48	4,048.02	96,004.62	325.00	4,829.50
9	12/1/2002	0.00	438.01	438.01	96,442.63	0.00	0.00
10	1/1/2003	0.00	440.01	440.01	96,882.64	0.00	0.00
11	2/1/2003	0.00	442.02	442.02	97,324.66	0.00	0.00
12	3/1/2003	0.00	444.03	444.03	97,768.69	0.00	0.00
13	4/1/2003	0.00	446.06	446.06	98,214.75	0.00	0.00
14	5/1/2003	4,504.50	448.09	4,056.41	94,158.34	325.00	4,829.50
15	6/1/2003	4,504.50	429.59	4,074.91	90,083.43	325.00	4,829.50
16	7/1/2003	4,504.50	411.00	4,093.50	85,989.93	325.00	4,829.50
17	8/1/2003	4,504.50	392.32	4,112.18	81,877.75	325.00	4,829.50
18	9/1/2003	4,504.50	373.56	4,130.94	77,746.81	325.00	4,829.50
19	10/1/2003	4,504.50	354.71	4,149.79	73,597.02	325.00	4,829.50
20	11/1/2003	0.00	335.78	335.78	73,932.80	0.00	0.00
21	12/1/2003	0.00	337.31	337.31	74,270.11	0.00	0.00
22	1/1/2004	0.00	338.85	338.85	74,608.96	0.00	0.00
23	2/1/2004	0.00	340.40	340.40	74,949.36	0.00	0.00
24	3/1/2004	0.00	341.95	341.95	75,291.31	0.00	0.00
25	4/1/2004	0.00	343.51	343.51	75,634.82	0.00	0.00
26	5/1/2004	4,504.50	345.08	4,159.42	71,475.40	325.00	4,829.50
27	6/1/2004	4,504.50	326.10	4,178.40	67,297.00	325.00	4,829.50
28	7/1/2004	4,504.50	307.04	4,197.46	63,099.54	325.00	4,829.50
29	8/1/2004	4,504.50	287.89	4,216.61	58,882.93	325.00	4,829.50
30	9/1/2004	4,504.50	268.65	4,235.85	54,647.08	325.00	4,829.50
31	10/1/2004	4,504.50	249.32	4,255.18	50,391.90	325.00	4,829.50
32	11/1/2004	0.00	229.91	229.91	50,621.81	0.00	0.00
33	12/1/2004	0.00	230.96	230.96	50,852.77	0.00	0.00

34	1/1/2005	0.00	232.01	232.01-	51,084.78	0.00	0.00
35	2/1/2005	0.00	233.07	233.07-	51,317.85	0.00	0.00
36	3/1/2005	0.00	234.13	234.13-	51,551.98	0.00	0.00
37	4/1/2005	0.00	235.20	235.20-	51,787.18	0.00	0.00
38	5/1/2005	4,504.50	236.27	4,268.23	47,518.95	325.00	4,829.50
39	6/1/2005	4,504.50	216.80	4,287.70	43,231.25	325.00	4,829.50
40	7/1/2005	4,504.50	197.24	4,307.26	38,923.99	325.00	4,829.50
41	8/1/2005	4,504.50	177.59	4,326.91	34,597.08	325.00	4,829.50
42	9/1/2005	4,504.50	157.85	4,346.65	30,250.43	325.00	4,829.50
43	10/1/2005	4,504.50	138.01	4,366.49	25,883.94	325.00	4,829.50
44	11/1/2005	0.00	118.09	118.09-	26,002.03	0.00	0.00
45	12/1/2005	0.00	118.63	118.63-	26,120.66	0.00	0.00
46	1/1/2006	0.00	119.17	119.17-	26,239.83	0.00	0.00
47	2/1/2006	0.00	119.72	119.72-	26,359.55	0.00	0.00
48	3/1/2006	0.00	120.26	120.26-	26,479.81	0.00	0.00
49	4/1/2006	0.00	120.81	120.81-	26,600.62	0.00	0.00
50	5/1/2006	4,504.50	121.36	4,383.14	22,217.48	325.00	4,829.50
51	6/1/2006	4,504.50	101.36	4,403.14	17,814.34	325.00	4,829.50
52	7/1/2006	4,504.50	81.28	4,423.22	13,391.12	325.00	4,829.50
53	8/1/2006	4,504.50	61.10	4,443.40	8,947.72	325.00	4,829.50
54	9/1/2006	4,504.50	40.82	4,463.68	4,484.04	325.00	4,829.50
55	10/1/2006	4,504.50	20.46	4,484.04	0.00	325.00	4,829.50
		144,144.00	15,681.90	128,462.10			

GOLF CAR MAINTENANCE AGREEMENT BETWEEN CLUB CAR, INC. AND
THE CITY OF TROY

Club Car, Inc., a Georgia Corporation, hereinafter "Club Car", doing business in the State of Michigan, at 11878 Brookfield Avenue, Livonia, Michigan 48150 and the City of Troy, a Michigan Municipal Corporation, hereinafter "City", desire to enter into an Agreement, the City having published Requests for Proposals and Club Car having submitted the lowest qualified bid proposal and the parties having agreed to specific terms and conditions concerning the lease/purchase of golf cars to the City by Club Car, the trade-in of golf cars belonging to the City and the maintenance of golf cars leased/purchased by the City; and,

In consideration for the City agreeing to pay Club Car a total of \$154,544.00 for the lease/purchase of sixty (65) golf cars under the terms of the Equipment Installment Purchase Agreement (Exhibit A) with a set off for fifty (50) trade-in golf cars and including maintenance as set out in the Maintenance Payments Agreement (Exhibit B) entered into at approximately the same time as this Maintenance Agreement and attached hereto as a part of this Agreement, Club Car and the City agrees to the following terms and conditions:

1. **Agreement Documents**: The parties agree that the Agreement shall consist of this document, the Equipment Installment Purchase Agreement, "EILPA" (Exhibit A), the Maintenance Payments Agreement (Exhibit B), the City's Request for Proposal (Sealed Bid Proposal, SBP 01-28) including specification and attachment (Exhibit C), Club Car's Proposal (Exhibit D) and the City's Blanket Order (Exhibit E) each attached to this Agreement and made a part hereof .

2. **Payment for Maintenance**: Club Car agrees that the any amounts of money due Club Car for maintenance and warranty service or for any other service under this Agreement are included in the amounts scheduled for payment by the City under the EILPA and Maintenance Payments Agreement. No additional charges will be incurred by the City for services herein. Club Car shall provide the services herein for the full term of the EILPA and the Maintenance Payments Agreement.

3. **Trade-in Credit**: Total payments made by the City under the EILPA and Maintenance Payments Agreement include a set-off for the trade-in value of fifty (50) golf cars which are owned by City as set out in the Club Car's Bid Proposal. Club Car shall arrange to pick up said trade-in cars at a date and time convenience to the City. The City agrees to execute any documents necessary to transfer title of those golf cars to Club Car.

4. **Delivery**: Club Car agrees to deliver to the City sixty-five (65) new electric golf cars for the Sylvan Glen Golf Course. Those golf cars shall meet all the specifications set

out in Sealed Bid Proposal, SBP 01-28. Delivery shall be made to the Sylvan Glen Golf Course at a date and time that is convenient to the City. Since the City intends to use the golf cars beginning the 2002 golf season, time is of the essence and Club Car agrees to deliver said golf cars as soon as reasonably possible after the execution of this Agreement.

5. Maintenance: Club Car at its expense and at the times set out in this Agreement shall cause an authorized factory branch technician to perform on site maintenance and any necessary major repairs to the golf cars. The authorized factory branch technician shall be located within a 20-mile radius from Sylvan Glen Golf Course. Maintenance work during the term of the lease will be scheduled on a bi-weekly basis during the golf season from May to October. All such work shall be performed in a good workmanlike manner.

6. Club Car's Responsibilities: Club Car's responsibilities shall include, but not be limited, to the following:

- Provide major maintenance
- Repairs and adjustments to brake systems
- Repairs to seats, trim and mats due to normal wear and tear
- Replacement of tires as needed
- Replacement of mechanical and electrical parts
- Maintenance and repairs to suspension systems
- Greasing of front suspensions
- Repairs to and/or replacement of differential assemblies; and,
- Service on a systematic and timely basis as agreed to by both parties;
- Repairs to chargers
- Replacement of batteries
- Repairs to and/or replacement of motors

7. Warranty: Club Car guarantees a three-year limited warranty on the golf cars for manufacturer defects. Club Car guarantees a five-year warranty on batteries. Club Car shall provided copies of all factory warranties, if not already submitted, before this Agreement is effective. Due to the loss of revenue caused by golf car down time, Club Car guarantees a 24-hour turn around on warranty repairs. Repairs will be performed by factory branch technicians on site unless otherwise agreed to by the City and all travel/transportation charges shall be the responsibility of Club Car.

8. Loaners: In the event a car cannot be put back into service within 48 hours, Club Car shall provide golf car loaners at no charge. Loaners shall be provided during the entire term of the EILPA.

9. City's Responsibilities: Club Car agrees to provide to the City copies of all Owner's Manuals and Maintenance and Service Manuals relating to the golf cars. City agrees to provide electricity and the cost of the same for charging. The City agrees to report to Club Car any malfunction of cars, identifying serial numbers and nature of

complaints. City also agrees to report any damage, accidents, wrecks or vandalism to Club Car within 24 hours of discovery. The City's responsibilities shall also include:

- Remove trash from bag well, floorboard, dash and drink well
- Maintain proper tire pressure
- Keep car clean and wipe with damp cloth
- Change and/or repair flat tires
- Charge batteries to proper levels
- Wash exterior of cars including seats and bagwell
- Check water levels in batteries and fill, if necessary

10. **Default by Club Car:** Club Car acknowledges and understands that availability of golf cars which are properly serviced and maintained for patrons of the Sylvan Glen Golf Course is of utmost importance to the City. The failure of Club Car to promptly service cars, comply with bi-weekly maintenance and repair, provide warranty service or to comply with any of its responsibilities under this Agreement, shall constitute a default of this Agreement. The City shall give Club Car notice in writing of Club Car's default under this Agreement. If Club Car fails to correct the problem within 24 hours, the City may at its option, terminate this Agreement. If the City terminates this Agreement for default by Club Car, then, in addition to withholding any monies due Club Car for maintenance services as set out in the Maintenance Payments Agreement, Club Car shall also be responsible for any damages the City may incur as a result of that default, including but not limited to, all costs incurred by the City to replace Club Car as a servicing agent, any loss of profits from golf course revenue incurred as a result of Club Car's actions or failure to act, or for any other damages caused to the City by Club Car's actions or failure to perform the terms of this Agreement.

11. **Liquidated Damages:** If Club Car fails to adequately provide warranty replacement or service or repair or maintenance service and one or more golf cars fail to perform to the City's satisfaction, or Club Car refuses to replace the car or cars with a new car or cars, Club Car shall be responsible for liquidate damages in the amount of the total costs due for the remaining balance of the EILPA including interest for the one or more golf cars failing to perform. Upon payment of the liquidated damages in full, the City shall convey any interest in the one or more golf cars to Club Car and Club Car shall make arrangement with the City to take delivery of the golf cars.

12. **Indemnification and Hold Harmless:** To the fullest extent permitted by law, Club Car agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs, only to the extent that such claims, demands, suits, or loss are the result of defects in materials or workmanship, or the result of negligence on the part of Club Car, its employees and/or agents connected therewith.

13. **Insurance.** Club Car shall carry general liability insurance, automobile insurance, workers' compensation and employers' liability insurance and professional liability (E&O) insurance for any actions, claims, liability or damages caused to others arising out of the performance of this Agreement. The City shall be named as an additional insured and the cancellation provision shall read as indicated on the sample form provided by the City. All insurance carriers shall be licensed and admitted to do business in the State of Michigan.

14. **Notices.** All written notices to be given under this Agreement shall be mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to mailing.

15. **Section Headings:** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

16. **Severability:** If any provision of this Agreement or the application of such provision to any person, entity or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to persons, entities or circumstances, other than those as to which it is held invalid, shall not be affected.

17. **Jurisdiction:** This Agreement shall be construed in accordance with the laws of the State of Michigan.

18. **Termination of Agreement:** This Agreement shall terminate at the termination of the EILPA.

Dated:

City of Troy:

Club Car, Inc.

By: _____

By: _____

Its: _____

Its: _____

By: _____

Its: _____

BOARDS AND COMMITTEES VACANCIES

The appointment of new members to all of the listed board and committee vacancies will require only one motion and vote by City Council. Council members submit recommendations for appointment. When the number of submitted names exceed the number of positions to be filled, a separate motion and roll call vote will be required (current process of appointing). Any board or commission with remaining vacancies will automatically be carried over to the next Regular City Council Meeting Agenda.

The following boards and committees have expiring terms and/or vacancies. Bold red lines indicate the number of appointments required:

Advisory Committee for Persons with Disabilities

Appointed by Council (9)- 3 years

Term expires 11-1-2003 (Alternate)

PHONE	NAME	ADDRESS	TERM EXPIRES
828-1967H 313-577-1435B	Susan Burt (Alternate)	1060 Glaser, 98	Nov. 1, 2003
689-1457	Angela Done	2304 Academy, 83	Nov. 1, 2002
740-8983	Nancy Johnson	1461 Lamb, 98	Nov. 1, 2003
813-9575 258-2500B	Leonard Bertin	5353 Rochester, 98	Nov. 1, 2002
433-1348	Diane Kasunic (Alternate) Resigned	3036 Oakhill, 84	Nov. 1, 2003
641-7764 313-496-2686B	Dick Kuschinsky	5968 Whitfield, 98	Nov. 1, 2004
680-1233	Theodora House	301 Belhaven, 98	Nov. 1, 2003
641-3860	Sharon Lu (Student)	1749 Freemont, 98	July 1, 2002
952-0484	Jerry Ong (Student)	1903 Fleetwood, 98	July 1, 2002
524-9160	Dorothy Ann Pietron	1716 Eldridge, 83	Nov. 1, 2004
641-9538	John J. Rodgers	5925 Whitfield, 98	Nov. 1, 2003
362-0671	Cynthia Buchanan	840 Huntsford, 84	Nov. 1, 2004
680-0325	Kul B. Gauri	5305 Greendale, 98	Nov. 1, 2002
952-5555H 810-986-3191B	Jayshree Shah (Alternate)	4053 Drexel, 84	Nov. 1, 2003

Diane Kasunic has resigned.

Advisory Committee for Senior Citizens

Appointed by Council (9)- 3 years

Term expires 4-30-2005

Term expires 4-30-2005

Term expires 4-30-2005

PHONE	NAME	ADDRESS	TERM EXPIRES
646-3267	Steven M. Banch	2731 W. Wattles, 98	Apr. 30, 2004
643-0158	Jane Crowe	1984 Muer, 84	Apr. 30, 2004
879-2887	Merrill W. Dixon	5974 Diamond, 98	Apr. 30, 2003
689-6572	Ed Forst	2731 Dover, 83	Apr. 30, 2004
879-6433	Marie Hoag	6408 Vernmoor, 98	Apr. 30, 2003
879-9314	Lawrence F. Jose	5581 Livernois, 98	Apr. 30, 2003
689-2210	David S. Ogg	3951 Forge, 48083	Apr. 30, 2002
689-2741	Josephine Rhoads	4226 Gatesford, 98	Apr. 30, 2002
828-7072	William Weisgerber	2475 Charnwood, 98	Apr. 30, 2002

Mr. Ogg and Mr. Weisgerber wish to be reappointed.

Board of Zoning Appeals

Appointed by Council (7) - 3 years

Term expires 4-30-2005

Term expires 4-30-2005

PHONE	NAME	ADDRESS	TERM EXPIRES
879-1733	Kenneth L. Courtney Ch	P O Box 53, Troy, 48099-0053	Apr. 30, 2004
828-4361	Christopher Fejes	6475 Elmoor, 98	Apr. 30, 2003
689-8908H 879-3400B	Marcia Gies	4801 Heatherbrook, 98	Apr. 30, 2004
649-2115	Mark Maxwell	4164 Wentworth 98	Apr. 30, 2002
641-7582	Michael Hutson	2396 Ridge, 98	Apr. 30, 2003
879-5193H 458-5900 Ext 610B	Matthew Richard Kovacs	5621 Livernois, 98	Apr. 30, 2002
528-3848	Cynthia Pennington (PIng. Rep)	1924 Westwood, 83	Dec. 31, 2002
642-9737	David Waller (Alt. PIng Rep)	2921 Townhill, 84	Dec. 31, 2002

Mr. Maxwell wishes to be reappointed

Brownfield Redevelopment Authority

Mayor, Approved by Council (7)- 3 years

Term expires 4-30-2005

Term expires 4-30-2005

Term expires 4-30-2005

PHONE	NAME	ADDRESS	TERM EXPIRES
641-8123	Arthur Cotsonika	5299 Beach, 98	Apr. 30, 2003
680-0400	Bruce J. Wilberding	3762 Boulder, 84	Apr. 30, 2004
879-0967	Victor Lenivov	1929 Hopedale Dr., 98	Apr. 30, 2004
879-8686 680-6583B	Leon E. Sowell	5845 Glasgow Ct., 98	Apr. 30, 2002
643-4433	Robert D. Swartz	3616 Balfour Dr., 84	Apr. 30, 2002
641-8511	Kenneth F Wheeler	5355 Beach Rd., 98	Apr. 30, 2002
828-7625 828-7082 Fax pmu51@hotmail.com	Lon M. Ullmann	5621 Willow Grove, 98	Apr. 30, 2003

Mr. Swartz wishes to be reappointed
Mr. Wheeler **does not** wish to be reappointed

Charter Revision Committee

Appointed by Council (7) - 3 years

Term expires 4-30-2005

Term expires 4-30-2005

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
879-9449	Lillian Barno	1500 Three Lakes, 98	Apr. 30, 2003
649-6090 B	Daniel H. Bliss	3552 Edgemont, 84	Apr. 30, 2003
649-5416H 586-758-9820B	Jerry E. Bloom	3320 Essex Dr., 84	Apr. 30, 2004
689-9463	Shirley Kanoza	2317 Niagara, 83	Apr. 30, 2004
540-1606	Robert Noce	2850 Orchard Trail, 98	Apr. 30, 2003
649-2018	Mark R. Solomon	2109 Golfview, #102, 84	Apr. 30, 2002
588-5619	Cynthia A. Wilsher	369 E. Maple, 83	Apr. 30, 2002

Economic Development Corporation

[Mayor, Approved by Council \(9\)- 6 years](#)

Term expires 11-1-2003 (Alternate)

PHONE	NAME	ADDRESS	TERM EXPIRES
879-5725H 313-225-9095B	Kenneth Bluhm	6187 Brittany Tree, 98	Apr. 30, 2006
641-7676 H 362-3600 B	Robert S. Gigliotti	2381 Hidden Pine, 98	Apr. 30, 2002
524-0877 H 524-3311 B	Leger (Nino) Licari	4533 Post, 98	Apr. 30, 2004
643-0332 H 739-4254 B	Michael Parker	2524 Kingston, 84	Apr. 30, 2007
641-7339H 879-0500B	Stuart F. Redpath	1679 Greenwich, 98	Apr. 30, 2003
649-9612H 205-2748B	James A Rocchio	2810 Waterloo, 84	Apr. 30, 2003
689-7235	Charles Salgat, Ch	2651 Winter, 83	Apr. 30, 2004
362-5385 H 540-2300 B	John Sharp	3362 Muerknoll, 84	Apr. 30, 2003
645-5274H 524-3498B	Douglas Smith	874 Helston Bloomfield Hills, 48304	Apr. 30, 2005

Mr. Gigliotti wishes to be reappointed

Historic District Commission

Appointed by Council (7)- 3 years

Term expires 3-01-2005

Term expires 3-01-2005

Term expires 3-01-2004

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
879-9494H 366-1224B	Marjorie A. Biglin	5863 Cliffside, 98	March 1, 2004
689-7031	Kevin Danielson	210 Paragon, 98	May 15, 2003
619-7119H 362-2888B	David J. Eisenbacher	1863 Lakewood, 83	March 1, 2002
645-2187H	Paul C. Lin	1599 Witherbee, 84	May 15, 2003
828-0618	William G. Martin, Ch. (Resigned)	138 E. Square Lake, 98	March 1, 2004
524-1874H	Jacques O. Nixon	1035 Milverton, 83	March 1, 2002
689-0516	Dorothy Scott	129 Belhaven, 98	May 15, 2003

Mr. Martin has resigned effective 10/21/01.
Mr. Nixon wishes to be reappointed.

Library Committee

Appointed by Council (5) - 3 years

Term expires 7-01-2002 (Student)

Term expires 4-30-2005

- Term expires 4-30-2005

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
643-7152H 313-226-8614B	David Cloyd	1737 Chatham Dr., 84	Apr. 30, 2003
689-6735	Margaret Gaffney (Resigned)	2467 London, 98	Apr. 30, 2002
641-0248	Michael Gladysz (Student)	4633 Riverchase, 98	Dec. 31, 2001
689-2623	Lynne R. Gregory	2244 Niagara, 83	Apr. 30, 2004
879-8045	Fern Nelsen	2567 Coral, 98	Apr. 30, 2002
641-8511	Nancy D. Wheeler, Pres.	5355 Beach, 98	Apr. 30, 2004

Margaret Gaffney has resigned.

Liquor Committee

Appointed by Council (7) - 3 years

Term expires 7-01-2002 (Student)

Unexpired term ending 1-31-2003

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
879-0817H 689-5900W	Max K. Ehlert	6614 Northpoint, 98	Jan. 31, 2005
689-4614H 810 575-2648B	W. S. Godlewski	2784 Whitehall, 48098	Jan. 31, 2005
828-7436	James C. Moseley	1687 White Birch Ct.,98	Jan. 31, 2003
689-8092	James R. Peard	4549 Post, 98	Jan. 31, 2003
642-1887H 647-9099W	Thomas G. Sawyer, Jr., Ch.	895 Norwich, PO 99236,Troy 48099	Jan. 31, 2003
649-7480	David J. Balagna	1822 Wilmet, 98	Jan. 31, 2003
689-1099	John J. Walker (Resigned)	94 Evaline, 98	Jan. 31, 2003
641-8432	Jennifer Gilbert (Student)	4808 Rivers Edge, 98	July 1, 2001
524-3477	Capt. Dane Slater	Police Department	(Ex-officio)

Mr. Walker has resigned

Personnel Board

Appointed by Council (5) - 3 years

Term expires 4-30-2005

Term expires 4-30-2005

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
313-964-2360B 248-670-4859Cell	Albert T Nelson, Jr	5846 Clearview, 98	Apr. 30, 2003
879-9710	Stephen Patrick, Jr., Ch.	5555 Whitehaven, 98	Apr. 30, 2003
879-7546	Ronald L. Tschirhart	357 Tara, 98	Apr. 30, 2002
952-5230	Jonathan V. Tavalin	5345 Corbin, 98	Apr. 30, 2002
879-8870	James E. Vanderbrink	6666 Whiting, 98	Apr. 30, 2003

Mr. Tavalin and Mr. Tschirhart wish to be reappointed.

Planning Commission

Mayor, Approved by Council (9) - 3 years

Term expires 12-31-2004

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
524-9850	Gary G. Chamberlain	4850 Alton, 98	Dec. 31, 2002
689-1849	Jordan C. Keoleian (Student)	3709 Kings Point Dr, 83	July 01, 2002
952-5588 H 435-1712 B	Dennis A. Kramer	1903 Spiceway, 98	Dec. 31, 2003
879-8877H 649-1150B	Larry Littman	6867 Killarney, 98	Dec. 31, 2004
528-3848	Cynthia Pennington	1924 Westwood, 83	Dec. 31, 2002
689-3722	James E. Reece, Jr.	2915 Hill, 98	Dec. 31, 2001
524-2285	James H. Starr	2643 Arrowhead, 83	Dec. 31, 2002
879-8529	Walter A. Storrs, III	5676 Martell, 98	Dec. 31, 2003
642-9737	David T. Waller	2921 Townhill, 84	Dec. 31, 2003
641-7115 H 775-7710 B	Wayne C. Wright	2525 Homewood, 98	Dec. 31, 2004

Mr. Reece wishes to be reappointed.

Traffic Committee

Appointed by Council (7) - 3 years

Term expires 7-01-2002 (Student)

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
649-2319	David Allen (Student)	3755 Ledge Ct., 84	July 01, 2001
879-0103	John Diefenbaker	5697 Wright, 98	Jan. 31, 2003
879-0250H 663-5055B	Eric S Grinnell	406 E Square Lake, 84 MAIL TO: PO Box 99417 Troy MI 48099	Jan. 31, 2003
689-1223	Lawrence Halsey	663 Vanderpool, 83	Jan. 31, 2003
689-9401H (313)665-4284B	Jan L. Hubbell	1080 Glaser, 98	Jan. 31, 2005
524-1595	Richard A. Kilmer	62 Hickory, 83	Jan. 31, 2005
362-2128H 827-2359B	Robert M. Schultz	883 Kirts Blvd., 84	Jan. 31, 2005
524-9062H 689-2920B	Charles A. Solis, Ch.	1866 Crimson, 83	Jan. 31, 2003
524-3379	John Abraham	Traffic Engineer	(Ex-officio)
524-3443	Charles Craft	Police Chief	(Ex-officio)
524-3419	William Nelson	Fire Chief	(Ex-officio)

DIRECTORY OF CITY OFFICIALS

CITY COUNCIL

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
879-3896 879-3896 Fax	Matt Pryor, Mayor	6892 Coolidge, 48098	April, 2004
879-8898 879-8898 Fax	Robin Beltramini	6564 Parkview, 48098	April, 2004
643-6653 643-6653 Fax	Martin F. Howrylak	3035 Newport Ct, 48084	April, 2003
952-1732 649-3808B 952-1732Fax	Thomas S Kaszubski	1878 Freemont, 48098	April, 2002
879-5596H 800-262-6285B 248-928-5345F	David Lambert	1188 Player, 48085	April, 2004
879-6816 813-9875 Fax	Anthony N. Pallotta	6484 Elmoor, 48098-1898	April, 2003
879-0342 813-9746 Fax	Louise E. Schilling	6010 Canmoor, 48098-1817	April, 2002

ADVISORY COMMITTEE FOR PERSONS WITH DISABILITIES

Appointed by Council (9)
3 years

9 Regular Members, 3 Alternates
(First Wednesday)

PHONE	NAME	ADDRESS	TERM EXPIRES
828-1967H 313-577-1435B	Susan Burt (Alternate)	1060 Glaser, 98	Nov. 1, 2003
689-1457	Angela Done	2304 Academy, 83	Nov. 1, 2002
740-8983	Nancy Johnson	1461 Lamb, 98	Nov. 1, 2003
813-9575 258-2500B	Leonard Bertin	5353 Rochester, 98	Nov. 1, 2002
433-1348	Diane Kasunic (Alternate) Resigned	3036 Oakhill, 84	Nov. 1, 2003
641-7764 313-496-2686B	Dick Kuschinsky	5968 Whitfield, 98	Nov. 1, 2004
680-1233	Theodora House	301 Belhaven, 98	Nov. 1, 2003
641-3860	Sharon Lu (Student)	1749 Freemont, 98	July 1, 2002
952-0484	Jerry Ong (Student)	1903 Fleetwood, 98	July 1, 2002
524-9160	Dorothy Ann Pietron	1716 Eldridge, 83	Nov. 1, 2004
641-9538	John J. Rodgers	5925 Whitfield, 98	Nov. 1, 2003
362-0671	Cynthia Buchanan	840 Huntsford, 84	Nov. 1, 2004
680-0325	Kul B. Gauri	5305 Greendale, 98	Nov. 1, 2002
952-5555H 810-986-3191B	Jayshree Shah (Alternate)	4053 Drexel, 84	Nov. 1, 2003

ADVISORY COMMITTEE FOR SENIOR CITIZENS
(First Thursday)

Appointed by Council (9)
3 Years

PHONE	NAME	ADDRESS	TERM EXPIRES
646-3267	Steven M. Banch	2731 W. Wattles, 98	Apr. 30, 2004
643-0158	Jane Crowe	1984 Muer, 84	Apr. 30, 2004
879-2887	Merrill W. Dixon	5974 Diamond, 98	Apr. 30, 2003
689-6572	Ed Forst	2731 Dover, 83	Apr. 30, 2004
879-6433	Marie Hoag	6408 Vernmoor, 98	Apr. 30, 2003
879-9314	Lawrence F. Jose	5581 Livernois, 98	Apr. 30, 2003
689-2210	David S. Ogg	3951 Forge, 48083	Apr. 30, 2002
689-2741	Josephine Rhoads	4226 Gatesford, 98	Apr. 30, 2002
828-7072	William Weisgerber	2475 Charnwood, 98	Apr. 30, 2002

ANIMAL CONTROL APPEAL BOARD

Appointed by Council (5)
3 years

PHONE	NAME	ADDRESS	TERM EXPIRES
879-0100	Harriet Barnard, Ch	5945 Livernois, 98	Sept. 30, 2002
1-800-428-1287 Day Time Only	Leith Gallaher	491 Troywood, 83	Sept. 30, 2003
879-6576	Kathleen Melchert	6385 Tutbury, 98	Sept. 30, 2004
643-6849	Warren Packard	4200 Beach, 98	Sept. 30, 2003
689-1697	Jayne Saeger	1740 Westwood, 83	Sept. 30, 2002

BOARD OF CANVASSERS

Appointed by Council (4)
4 years

PHONE	NAME	ADDRESS	TERM EXPIRES
680-8870	Gary Kohut (D)	2414 John R Apt A203, 83	Dec. 31, 2005
879-9776	Mary Shiner(R)	5456 Patterson, 98	Dec. 31, 2005
643-1968	Gloria Inglehart (D)	2446 Warwick	Dec. 31, 2003
644-1038	Carole Webb (R)	2434 Hampton, 84	Dec. 31, 2003

BOARD OF REVIEW

Mayor, Council approval (3)
3 years

PHONE	NAME	ADDRESS	TERM EXPIRES
879-0531H 828-4303B	James Edward Hatch	5552 Larkins Dr., 98	Jan. 31, 2003
643-6653H 512-3110B	Frank J. Howrylak	3035 Newport Ct., 84	Jan. 31, 2003
647-3490	Eileen Turner	1810 Witherbee, 84	Jan. 31, 2005

BOARD OF ZONING APPEALS**(Third Tuesday)****(2 - Planning ; 1 Rep, 1 Alternate Rep for a 1 yr term)****Appointed by Council (7)****3 years**

PHONE	NAME	ADDRESS	TERM EXPIRES
879-1733	Kenneth L. Courtney Ch	P O Box 53, Troy, 48099-0053	Apr. 30, 2004
828-4361	Christopher Fejes	6475 Elmoor, 98	Apr. 30, 2003
689-8908H 879-3400B	Marcia Gies	4801 Heatherbrook, 98	Apr. 30, 2004
649-2115	Mark Maxwell	4164 Wentworth 98	Apr. 30, 2002
641-7582	Michael Hutson	2396 Ridge, 98	Apr. 30, 2003
879-5193H 458-5900 Ext 610B	Matthew Richard Kovacs	5621 Livernois, 98	Apr. 30, 2002
528-3848	Cynthia Pennington (Ping. Rep)	1924 Westwood, 83	Dec. 31, 2002
642-9737	David Waller (Alt. Ping Rep)	2921 Townhill, 84	Dec. 31, 2002

BROWNFIELD REDEVELOPMENT AUTHORITY**(Created 1999)****Mayor, Council Approval (7)****3 years**

PHONE	NAME	ADDRESS	TERM EXPIRES
641-8123	Arthur Cotsonika	5299 Beach, 98	Apr. 30, 2003
680-0400	Bruce J. Wilberding	3762 Boulder, 84	Apr. 30, 2004
879-0967	Victor Lenivov	1929 Hopedale Dr., 98	Apr. 30, 2004
879-8686 680-6583B	Leon E. Sowell	5845 Glasgow Ct., 98	Apr. 30, 2002
643-4433	Robert D. Swartz	3616 Balfour Dr., 84	Apr. 30, 2002
641-8511	Kenneth F Wheeler	5355 Beach Rd., 98	Apr. 30, 2002
828-7625 828-7082 Fax pmu51@hotmail.com	Lon M. Ullmann	5621 Willow Grove, 98	Apr. 30, 2003

BUILDING CODE BOARD OF APPEALS**(First Wednesday)****(Public Works Director – Ordinance; Building/Zoning Director- Ordinance, Fire Chief – Ordinance, Oakland Cty Health Dept – Ordinance)****Chapter 79, Sec. 124.2 (5)****5 years**

PHONE	NAME	ADDRESS	TERM EXPIRES
689-0743	Theodore D. Dziurman, Ch	4228 Allegheny, 98	July 31, 2003
524-3492	William R. Need	Public Works Director	(Ordinance)
524-3419	William Nelson	Fire Chief	(Ordinance)
524-3344	Mark Stimac	Building and Zoning Director	(Ordinance)
424-7091	Ghazanfar Ali Shah	O.C. Health Department	(Ordinance)
424-7069	Thomas G. Smith	O.C. Health Department	(Ordinance)

CATV ADVISORY COMMITTEE**Appointed by Council (7)**
3 years

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
689-8176	Alex Bennett	1065 Arthur, 83	Sept. 30, 2003
879-8657	Jerry L. Bixby	6228 Crooks, 98	Feb. 28, 2003
689-3430	Michael J Farrug	6781 Little Creek Ct., 98	Nov. 30, 2002
689-2528	Richard Hughes	1321 Roger Ct., 83	Feb. 28, 2003
952-5179	Lusi Fang (Student)	1948 Freemont, 98	July 01, 2002
740-8920H 827-4065B	Penny Marinos	1128 Larchwood, 83	Feb. 28, 2004
879-0793	W. Kent Voigt	2620 Coral, 98	Feb. 28, 2004
649-6578	Bryan H. Wehrung	3860 Edgemont, 84	Feb. 28, 2005

CHARTER REVISION COMMITTEE**Appointed by Council (7)**
3 years

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
879-9449	Lillian Barno	1500 Three Lakes, 98	Apr. 30, 2003
649-6090 B	Daniel H. Bliss	3552 Edgemont, 84	Apr. 30, 2003
649-5416H 586-758-9820B	Jerry E. Bloom	3320 Essex Dr., 84	Apr. 30, 2004
689-9463	Shirley Kanoza	2317 Niagara, 83	Apr. 30, 2004
540-1606	Robert Noce	2850 Orchard Trail, 98	Apr. 30, 2003
649-2018	Mark R. Solomon	2109 Golfview, #102, 84	Apr. 30, 2002
588-5619	Cynthia A. Wilsher	369 E. Maple, 83	Apr. 30, 2002

CIVIL SERVICE COMMISSION (Act 78)**(1 – Mayor, 1 – Police and Fire Depts, 1 – Civil Service)****Appointed by Council (3)**
6 years

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
649-9308 H 734-525-4452 W 734-525-2686 Fax	David C. Cannon (Council)	3339 Medford, 84	Apr. 30, 2006
643-6002 W 810-215-9000M 643-4320 Fax	Donald E. McGinnis, Jr Ch. (Police/Fire)	1721 Crooks, 84	Apr. 30, 2004
641-1849H 313-442-6495B	Patrick Daugherty (Civil Service)	5512 Whitfield, 98	Apr. 30, 2002

DOWNTOWN DEVELOPMENT AUTHORITY

**Mayor, Council Approval (13)
4 years**

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
952-1952H 391-3777B 248-391-4895F	Michael W. Culpepper	1236 Autumn Dr.,98 mculpepp@auburnhills.org	Sept. 30, 2004
649-2924	Stuart Frankel	3221 W. Big Beaver, Ste. 106, 84	Sept. 30, 2003
313-881-0523H 248-641-0197B	Michele Hodges	1169 Bedford Grosse Point Park, 48230 Mhodes4@aol.com	Sept. 30, 2005
879-6439H 526-0576B	William Kennis	249 W. Hurst, 98 100 W Big Beaver, Ste.200, 84	Sept. 30, 2002
642-1875H 680-7180W 248-680-7181F	Alan M. Kiriluk , Ch	Kirco Development Corp 101 W. Big Beaver, Ste.200, 84	Sept. 30, 2004
827-4600B	G. Thomas York	Forbes/Cohen Properties 100 Galleria Officentre Ste 427 Southfield MI 48037	Sept. 30, 2004
524-3244W 641-7999H 248-524-2345F	Daniel MacLeish	Macleish Building, Inc. 650 E. Big Beaver, Ste. F, 84	Sept. 30, 2005
258-5734H 689-8081B 248-689-8651F	Clarke B. Maxson	1091 Oxford, Birmingham, 09 Midwest Guaranty Bank 201 W. Big Beaver Ste. 125, 84	Sept. 30, 2003
689-5000	Nick Najjar	1975 E. Maple, 83	Sept. 30, 2005
879-8695	Carol A. Price	6136 Sandshores, 98	Sept. 30, 2003
879-6033	Ernest C. Reschke	6157 Walker, 98	Sept. 30, 2002
879-2646 H 689-6555 B	Douglas J. Schroeder	2783 Homewood Dr., 98	Sept. 30, 2002
879-3896H 248-879-3896F 248-709-0383C	Matt Pryor	6892 Coolidge, 98	Sept. 30, 2002

**Student Representative position has been canceled due to a conflict of schedule's per Council on
11/20/00**

ECONOMIC DEVELOPMENT CORPORATION**Mayor, Council Approval (9)
6 years**

PHONE	NAME	ADDRESS	TERM EXPIRES
879-5725H 313-225-9095B	Kenneth Bluhm	6187 Brittany Tree, 98	Apr. 30, 2006
641-7676 H 362-3600 B	Robert S. Gigliotti	2381 Hidden Pine, 98	Apr. 30, 2002
524-0877 H 524-3311 B	Leger (Nino) Licari	4533 Post, 98	Apr. 30, 2004
643-0332 H 739-4254 B	Michael Parker	2524 Kingston, 84	Apr. 30, 2007
641-7339H 879-0500B	Stuart F. Redpath	1679 Greenwich, 98	Apr. 30, 2003
649-9612H 205-2748B	James A Rocchio	2810 Waterloo, 84	Apr. 30, 2003
689-7235	Charles Salgat, Ch	2651 Winter, 83	Apr. 30, 2004
362-5385 H 540-2300 B	John Sharp	3362 Muerknoll, 84	Apr. 30, 2003
645-5274H 524-3498B	Douglas Smith	874 Helston Bloomfield Hills, 48304	Apr. 30, 2005

**ELECTION COMMISSION
(City Clerk – Charter)****Appointed by Council (3)
1 year**

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
952-5708 H 526-0133W	David C. Anderson (R)	2361 Oak Ridge, 98	Jan. 31, 2003
879-0912 313-621-6545W	Timothy Dewan (D)	6234 Crescent Way, 98	Jan. 31, 2003
524-3318	Tonni L. Bartholomew, Ch.	City Clerk	(Charter)

**HISTORICAL COMMISSION
(Fourth Tuesday)****Appointed by Council (7)
3 years**

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
879-0195	Edward Bortner	193 Hurst, 98	July 31, 2002
649-5074H 810-497-5333B	Roger Kaniarz	4350 Stonehenge, 98	July 31, 2002
641-1962	Rosemary Kornacki	4648 Rivers Edge, 98	July 31, 2002
269-9087	Sucheta Sikdar (Student)	683 Sylvanwood, 98	July 01, 2002
828-3632H 753-2408B	Kevin Lindsey	6890 Norton, 98	July 31, 2003
879-6567	Muriel W. Rounds	6291 Ledwin, 98	July 31, 2003
528-2615	Jack Turner	2965 Roundtree Dr., 83	July 31, 2004
689-1249	Brian J. Wattles	3864 Livernois, 83	July 31, 2004

HISTORIC DISTRICT COMMISSION
(Third Tuesday)
(One member must be an architect)

Appointed by Council (7)
3 years

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
879-9494H 366-1224B	Marjorie A. Biglin	5863 Cliffside, 98	March 1, 2004
689-7031	Kevin Danielson	210 Paragon, 98	May 15, 2003
619-7119H 362-2888B	David J. Eisenbacher	1863 Lakewood, 83	March 1, 2002
645-2187H	Paul C. Lin	1599 Witherbee, 84	May 15, 2003
828-0618	William G. Martin, Ch. (Resigned)	138 E. Square Lake, 98	March 1, 2004
524-1874H	Jacques O. Nixon	1035 Milverton, 83	March 1, 2002
689-0516	Dorothy Scott	129 Belhaven, 98	May 15, 2003

LIBRARY BOARD
(Second Thursday)

Appointed by Council (5)
3 years

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
643-7152H 313-226-8614B	David Cloyd	1737 Chatham Dr., 84	Apr. 30, 2003
689-6735	Margaret Gaffney (Resigned)	2467 London, 98	Apr. 30, 2002
641-0248	Michael Gladysz (Student)	4633 Riverchase, 98	Dec. 31, 2001
689-2623	Lynne R. Gregory	2244 Niagara, 83	Apr. 30, 2004
879-8045	Fern Nelsen	2567 Coral, 98	Apr. 30, 2002
641-8511	Nancy D. Wheeler, Pres.	5355 Beach, 98	Apr. 30, 2004

LIQUOR COMMITTEE
(Second Monday)
(Captain, Police Department – Ex-officio)

Appointed by Council (7)
3 years

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
879-0817H 689-5900W	Max K. Ehlert	6614 Northpoint, 98	Jan. 31, 2005
689-4614H 810 575-2648B	W. S. Godlewski	2784 Whitehall, 48098	Jan. 31, 2005
828-7436	James C. Moseley	1687 White Birch Ct., 98	Jan. 31, 2003
689-8092	James R. Peard	4549 Post, 98	Jan. 31, 2003
642-1887H 647-9099W	Thomas G. Sawyer, Jr., Ch.	895 Norwich, PO 99236, Troy 48099	Jan. 31, 2003
649-7480	David J. Balagna	1822 Wilmet, 98	Jan. 31, 2003
689-1099	John J. Walker (Resigned)	94 Evaline, 98	Jan. 31, 2003
641-8432	Jennifer Gilbert (Student)	4808 Rivers Edge, 98	July 1, 2001
524-3477	Capt. Dane Slater	Police Department	(Ex-officio)

MUNICIPAL BUILDING AUTHORITY
(Finance Director)

Appointed by Council (5)
3 years

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
828-3995H 810-492-2885B	Robert J. Krokosky	944 Bridgetown, 98	Jan. 31, 2005
528-0237H 696-2277B	Peter F. Ziegenfelder	3695 Forge, 83	Jan. 31, 2005
524-3319	John M. Lamerato		Jan. 31, 2003
641-7510	Frank A. Taube III	2488 Tall Oak Dr. 98	Jan. 01, 2003
362-0813	William S. McCain Ch.	3767 Old Creek, 84	Jan. 31, 2003

PARKS AND RECREATION BOARD
(Second Thursday)

Appointed by Council (9)
3 years

**(School - 1 year, Senior - 1 year, Museum Bd. -1 Troy Daze -1)
Parks and Recreation Director – Ex-officio)**

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
828-8940	Douglas M. Bordas, Ch.	5902 Cliffside, 98	Sept. 30, 2002
828-4361	Kathleen M. Fejes	6475 Elmoor, 98	Sept. 30, 2004
644-6744	John F. Goetz, Jr	2539 Black Pine, 98	Sept. 30, 2003
689-3794	Gary Hauff (School Rep)	3794 Wayfarer, 83	July 31, 2002
879-9314	Lawrence Jose (Sr. Rep.)	5581 Livernois, 98	Apr. 30, 2003
828-8084	Orestes (Rusty) Kaltsounis	6798 Jasmine, 98	Sept. 30, 2003
649-4948	Tom Krent	3184 Alpine, 84	Sept. 30, 2004
641-3860	Lucy Lu (Student)	1749 Freemont, 98	July 01, 2002
879-1466	Robert J. O'Brien	6285 Brookings, 98	Sept. 30, 2002
689-2074H 569-8454B	Jeffrey Stewart (Troy Daze Representative)	884 Hidden Ridge, 83	Sept. 30, 2003
524-3484	Carol Anderson	Parks & Rec. Dir.	(Ex-officio)

PERSONNEL BOARD

Appointed by Council (5)
3 years

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
313-964-2360B 248-670-4859Cell	Albert T Nelson, Jr	5846 Clearview, 98	Apr. 30, 2003
879-9710	Stephen Patrick, Jr., Ch.	5555 Whitehaven, 98	Apr. 30, 2003
879-7546	Ronald L. Tschirhart	357 Tara, 98	Apr. 30, 2002
952-5230	Jonathan V. Tavalin	5345 Corbin, 98	Apr. 30, 2002
879-8870	James E. Vanderbrink	6666 Whiting, 98	Apr. 30, 2003

PLANNING COMMISSION
(Second Tuesday)

Mayor, Council Approval (9)
3 years

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
524-9850	Gary G. Chamberlain	4850 Alton, 98	Dec. 31, 2002
689-1849	Jordan C. Keoleian (Student)	3709 Kings Point Dr, 83	July 01, 2002
952-5588 H 435-1712 B	Dennis A. Kramer	1903 Spiceway, 98	Dec. 31, 2003
879-8877H 649-1150B	Larry Littman	6867 Killarney, 98	Dec. 31, 2004
528-3848	Cynthia Pennington BZA Rep	1924 Westwood, 83	Dec. 31, 2002
689-3722	James E. Reece, Jr.	2915 Hill, 98	Dec. 31, 2001
524-2285	James H. Starr	2643 Arrowhead, 83	Dec. 31, 2002
879-8529	Walter A. Storrs, III	5676 Martell, 98	Dec. 31, 2003
642-9737	David T. Waller BZA Alt	2921 Townhill, 84	Dec. 31, 2003
641-7115 H 775-7710 B	Wayne C. Wright	2525 Homewood, 98	Dec. 31, 2004

RETIREMENT SYSTEM BOARD OF TRUSTEES
(Second Wednesday)
(3 – Employee, Finance Director – Ordinance, City Manager – Ordinance)

2 by Council, 3 by Members
3 years

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
589-1489	Robert Crawford (Emp.)	4103 Seminole, R.O.	Dec. 31, 2002
549-8279	Mark Halsey (Emp.)	4230 Elmwood, R.O.	Dec. 31, 2003
979-1588	Thomas Houghton (Emp.), Ch	39736 Forbes, St. Hgts	Dec. 31, 2004
644-8310	Mark A. Calice (Council)	4235 Beach, 98	Dec. 31, 2003
879-6816	Anthony N. Pallotta (Council)	6484 Elmoor, 48098-1898	April 15, 2003
524-3319	John M. Lamerato	Finance Director	Ordinance
524-3330	John Szerlag	City Manager	Ordinance

TRAFFIC COMMITTEE

(Third Wednesday)

Traffic Engineer – Ex-officio, Police Chief – Ex-officio, Fire Chief – Ex-Officio)

Appointed by Council (7)3 years

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
649-2319	David Allen (Student)	3755 Ledge Ct., 84	July 01, 2001
879-0103	John Diefenbaker	5697 Wright, 98	Jan. 31, 2003
879-0250H 663-5055B	Eric S Grinnell	406 E Square Lake, 84 MAIL TO: PO Box 99417 Troy MI 48099	Jan. 31, 2003
689-1223	Lawrence Halsey	663 Vanderpool, 83	Jan. 31, 2003
689-9401H (313)665-4284B	Jan L. Hubbell	1080 Glaser, 98	Jan. 31, 2005
524-1595	Richard A. Kilmer	62 Hickory, 83	Jan. 31, 2005
362-2128H 827-2359B	Robert M. Schultz	883 Kirts Blvd, 84	Jan. 31, 2005
524-9062H 689-2920B	Charles A. Solis, Ch.	1866 Crimson, 83	Jan. 31, 2003
524-3379	John Abraham	Traffic Engineer	(Ex-officio)
524-3443	Charles Craft	Police Chief	(Ex-officio)
524-3419	William Nelson	Fire Chief	(Ex-officio)

TROY DAZE

(Fourth Tuesday)

Appointed by Council (9)3 years

PHONE	NAME	ADDRESS (Voters)	TERM EXPIRES
528-0155 H 322-9813B	Robert A. Berk	726 Thurber, 98	Nov. 30, 2003
879-9030H 879-0272B	Sue Bishop	6109 Emerald Lake, 98	Nov. 30, 2004
528-1551	Jim D. Cyrulewski.	626 Randall, 98	Nov. 30, 2004
689-9244	Cecile Dilley	2722 Sparta, 83	Nov. 30, 2004
828-8084	Kessie Kaltsounis	6798 Jasmine, 98	Nov. 30, 2002
879-6958H 354-3710B	Richard L. Tharp	6881 Westaway Dr.98	Nov. 30, 2003
649-4345H 944-5968B	William F Hall	1891 Kirts, Apt 215, 84	Nov. 30, 2002
689-2074H 569-8454B	Jeffrey Stewart (Repr to Parks/Rec Board)	884 Hidden Ridge, 83	Sept. 30, 2003
879-3710	Eldon Thompson	6500 Denton, 98	Nov. 30, 2002
952-1732	Cheryl A Kaszubski	1878 Freemont, 98	Nov. 30, 2003
641-0175	Xin Li (Student)	5826 Faircastle, 98	July 1, 2002

**Advisory Committee for Persons With Disabilities
Committee of 9, 3 Alternates**

Presently Serving Name	Address	Telephone Numbers	Term Expires	Original Appt Date	TimeApplied Term Limits
Bertin, Leonard O	5353 Rochester Rd, 98	813-9575 258-2500B	11/1/02	1/10/00	1/10/00
Buchanan, Cynthia	840 Huntsford, 84	362-0671	11/1/04	4/23/01	4/23/01
Burt, Susan (Alternate)	2134 Oakwood, 85	828-1967H 313-577-1435B	11/1/03	1/14/01	1/14/01
Done, Angela	2304 Academy, 83	689-1457	11/1/02	3/1/93	11/15/99
Gauri, Kul B	5305 Greendale, 98	680-0325	11/1/02	4/23/01	4/23/01
House, Theodora	301 Belhaven, 98	680-1232	11/1/03	10/19/99	10/18/99 11/20/00
Johnson, Nancy	1461 Lamb, 98	740-8983	11/1/03	9/13/93	11/20/00
Kasunic, Diane (Alternate)	3036 Oakhill Troy MI 48084	433-1348	11/1/03	1/14/01	1/14/01
Kuschinsky, Dick	5968 Whitfield, 98	641-7764 313-496-2686B	11/1/04	6/27/94	6/21/99
Lu, Sharon (Student)	1749 Freemont, 98	641-3860	7/01/02	9/10/01	N/A
Ong, Jerry (Student)	1903 Fleetwood, 98	952-0484	7/01/02	12/04/00	N/A
Pietron, Dorothy Ann	1716 Eldridge, 83	524-9160	11/1/04	1/14/01	1/14/01
Rodgers, John J	5925 Whitfield, 98	641-9538	11/1/03	4/23/01	4/23/01
Shah, Jayshree (Alternate)	4053 Drexel	952-5555H 810-986-3191	11/1/03	1/14/01	1/14/01

Each member shall not serve more than three consecutive terms, any portion of a term served shall constitute one full term and this resolution shall apply only to terms starting after January 1, 1999 COUNCIL RESOLUTION #98-540

***Advisory Committee for Persons With Disabilities
Committee of 9, 3 Alternates***

<i>Interested Citizens Name</i>	<i>Address</i>	<i>Telephone Numbers</i>	<i>Date Received</i>	<i>Sent To Council</i>	<i>Currently Serving</i>
Manetta, Pauline	1473 Lila, 85	689-4983H 547-3286B	11/26/01 11/2003	12/03/01	

Each member shall not serve more than three consecutive terms, any portion of a term served shall constitute one full term and this resolution shall apply only to terms starting after January 1, 1999 COUNCIL RESOLUTION #98-540

**Advisory Committee for Senior Citizens
Committee of 9**

Presently Serving Name	Address	Telephone Numbers	Term Expires	Original Appt Date	TimeApplied Term Limits
Banch, Steven	2731 West Wattles, 98	646-3267	4/30/2004	11/04/96	5/07/01
Crowe, Jane	1984 Muer, 84	643-0158	4/30/2004	7/17/79	4/23/01
Dixon, Merrill	5974 Diamond, 98	879-2887	4/30/2003	11/04/96	3/20/00
Forst, Edward	2731 Dover, 83	689-6572	4/30/2004	5/12/97	4/23/01
Hoag, Marie	6408 Vernmoor, 98	879-6433	4/30/2003	5/09/94	3/20/00
Jose, Lawrence	5581 Livernois, 98	879-9314	4/30/2003	2/22/93	3/20/00
Ogg, David S	3951 Forge, 83	689-2210	4/30/2002	4/24/93	3/29/99
Rhoads, Josephine	4226 Gatesford, 98	689-2741	4/30/2002	11/11/91	3/29/99
Weisgerber, William	2475 Charnwood, 98	828-7072	4/30/2002	4/23/01	4/23/01

Each member shall not serve more than three consecutive terms, any portion of a term served shall constitute one full term and this resolution shall Apply only to terms starting after January 1, 1999 COUNCIL RESOLUTION # 98-540

**Advisory Committee for Senior Citizens
Committee of 9**

Interested Citizens Name	Address	Telephone Numbers	Date Received	Sent To Council	Currently Serving
Buchanan, Cynthia	840 Huntsford, 84	362-0671	6/07/00	6/19/00	Advisory Committee Persons w/Disabilities
Burt, Susan	2134 Oakwood, 85	828-1967H 313-577- 1435B	9/24/01 9/2003	10/01/01	Advisory Committee Persons W/Disabilities Alt
Pietron, Dorothy A	1746 Eldridge, 83	524-9160	12/21/98 7/10/01 6/2003	7/23/01	Advisory Committee Persons W/Disabilities
Shah, Jayshree	4053 Drexel	952-5555H 810-986-3191	08/28/01 8/2003	9/17/01	Advisory Committee Persons W/Disabilities Alt
Thompson, JoAnn	6177 Livernois, 98	879-2637H 362-2165B	5/21/01 6/12/01 5/2003	5/21/01	

Each member shall not serve more than three consecutive terms, any portion of a term served shall constitute one full term and this resolution shall Apply only to terms starting after January 1, 1999 COUNCIL RESOLUTION # 98-540

**Board of Zoning Appeals
Committee of 7**

Presently Serving Name	Address	Telephone Numbers	Term Expires	Original Appt Date	TimeApplied Term Limits
Courtney, Kenneth L	PO Box 53, 48099	879-1733	4/30/04	4/10/95	4/23/01
Fejes, Christopher	6475 Elmoor, 98	828-4361	4/30/03	1/11/93	3/20/00
Gies, Marcia	4801 Heatherbrook, 98	689-8908H 399-1400B	4/30/04	5/07/01	5/07/01
Hutson, Michael W	2396 Ridge, 98	641-7582	4/30/03	1/10/00	1/10/00 3/20/00
Kovacs, Matthew R	5621 Livernois, 98	879-5193H 458-5900B Ext 610	4/30/02	6/04/01	6/04/01
Maxwell, Mark	4164 Wentworth, 98	649-2115	4/30/02	4/12/99	4/12/99
Pennington, Cynthia (Plan Rep)	1924 Westwood, 83	528-3848	12/31/02	1/14/02	
Waller, David T (Plan Rep Alt.)	2921 Townhill, 84	642-9737	12/31/02	1/14/02	

Each member shall not serve more than three consecutive terms, any portion of a term served shall constitute one full term and this resolution shall Apply only to terms starting after January 1, 1999 COUNCIL RESOLUTION # 98-540

RESUMES/CURRENT MEMBERS/INTERESTED CITIZENS

BOARDS/COMMITTEES OF TROY

<i>Interested Citizens Name</i>	<i>Address</i>	<i>Telephone Numbers</i>	<i>Date Received</i>	<i>Sent To Council</i>	<i>Currently Serving</i>
Anderson, David C	2361 Oakridge, 98	952-5708H 526-0133B	12/06/01 12/2003	12/17/01	Election Commission
Bordas, Douglas M	5902 Cliffside, 98	828-8940	8/19/99		Parks and Rec Board
Butt, Shazad	5381 Clearview, 98	641-8505	7/13/00/6/26/01 5/2003	8/07/00 7/09/01	
Deel, Ryan J	2926 Roundtree, 83	252-4588H 357-6610B	5/17/01/6/25/01 5/2003	5/21/01 7/09/01	
Grinnell, Eric S	416 E Square Lk MAIL TO: PO Box 99417, 99	879-0250H 663-5055B	4/23/01	4/23/01	Traffic Committee
Howrylak, Frank J	3035 Newport, 84	643-6653H 512-3110B	4/05/01	4/09/01	Board of Review
Laze, Rudolf Q	2843 Iowa, 83	585-3668H 546-6700B	3/01/01 3/2003	3/05/01	
Mayer, Endre	6435 Denton, 98	828-8671H	9/21/01 9/2003	10/01/01	
Noce, Robert Wilson	2850 Orchard Trail, 98	540-1606	11/16/00 11/2002	11/20/00	
Ogg, David	3951 Forge, 83	689-2210	2/9/99 4/16/01	4/23/01	Advisory Comm for Sr Citizens
Patel, Shreeti	43 Crestfield, 98	740-1231	10/24/00 10/2002	11/06/00	
Silver, Neil S	3837 Edenderry, 83	680-0147	8/11/00 6/20/01 5/2003	8/21/00 7/09/01	
Walker, James	5356 Orchard Crest, 98	879-1223B	6/11/99 6/14/01 5/2003		
Wright, Wayne C	2515 Homewood, 98	641-7115H 810-775-7710B	1/7/99		Planning Commission

Each member shall not serve more than three consecutive terms, any portion of a term served shall constitute one full term and this resolution shall Apply only to terms starting after January 1, 1999 COUNCIL RESOLUTION # 98-540

**Brownfield Redevelopment Authority
Committee of 7**

Presently Serving Name	Address	Telephone Numbers	Term Expires	Original Appt Date
Cotsonika, Arthur	5299 Beach , 98	641-8123	4/30/03	5/10/99
Lenivov, Victor	1929 Hopedale, 98	879-0967	4/30/04	5/10/99
Sowell, Leon E	5845 Glasgow Ct, 98	879-8686H 680-6583B	4/30/02	5/10/99
Swartz, Robert D	3616 Balfour, 84	643-4433	4/30/02	5/10/99
Ullmann, Lon M	5621 Willow Grove, 98	828-7625 828-7082Fax pmu51@hotmail.com	4/30/03	4/23/01
Wheeler, Kenneth F	5355 Beach, 98	641-8511	4/30/02	5/10/99
Wilberding, Bruce J	3762 Boulder, 84	649-3073H 680-0400B	4/30/04	11/15/99

Interested Citizens Name	Address	Telephone Numbers	Date Received	Sent To Council	Currently Serving
Silver, Neil S	3837 Edenderry, 83	680-0147	8/11/00 6/20/01 5/2003	8/21/00 7/09/01	

**Charter Revision Committee
Committee of 7**

Presently Serving Name	Address	Telephone Numbers	Term Expires	Original Appt Date	TimeApplied Term Limits
Barno, Lillian	1500 Three Lakes, 98	879-9449	4/30/03	2/17/92	3/20/00
Bliss, Daniel H	3552 Edgemont, 84	649-6090B	4/30/03	1/06/92	3/20/00
Bloom, Jerry E	3320 Essex Dr., 84	649-5416H 586-758-9820B	4/30/04	2/04/02	2/04/02
Kanoza, Shirley	2317 Niagara, 83	689-9463	4/30/04	3/13/89	4/23/01
Noce, Robert	2850 Orchard Trail, 98	540-1606	4/30/03	11/20/00	11/20/00
Solomon, Mark R	2109 Golfview Apt 102, 84	649-2018	4/30/02	11/22/93	3/29/99
Wilsher, Cynthia A	369 E Maple, 83	588-5619	4/30/02	1/07/85	4/19/99

Interested Citizens Name	Address	Telephone Numbers	Date Received	Sent To Council	Currently Serving
Weisgerber, William	2475 Charnwood, 98	828-7072	4/23/01	4/23/01	Advisory Comm for Senior Citizens
Ziegenfelder, Peter F	3695 Forge Dr, 83	528-0237H 696-2277B	12/07/00 6/11/01 5/2003	12/18/00 07/09/01	Municipal Building Authority

Each member shall not serve more than three consecutive terms, any portion of a term served shall constitute one full term and this resolution shall Apply only to terms starting after January 1, 1999 COUNCIL RESOLUTION # 98-540

***Economic Development Corporation
Committee of 9***

<i>Presently Serving Name</i>	<i>Address</i>	<i>Telephone Numbers</i>	<i>Term Expires</i>	<i>Original Appt Date</i>
Bluhm, Kenneth	6187 Brittany Tree, 98	879-5725H 313-225-9095B	4/30/06	3/05/01
Gigliotti, Robert S	2381 Hidden Pine, 98	641-7676H 362-3600B	4/30/02	
Licari, Leger(Nino)	4533 Post, 98	524-0877H 524-3311B	4/30/04	
Parker, Michael	2524 Kingston, 84	643-0332H 739-4254B	4/30/07	4/30/01
Redpath, Stuart F	1679 Greenwich, 98	641-7339H 879-0500B	4/30/03	1/22/01
James A. Rocchio	2810 Waterloo, 84	649-9612H 205-2748B	4/30/03	7/23/01
Salgat, Charles	20651 Winter, 83	689-7235	4/30/04	
Sharp, John	3362 Muerknoll, 84	362-5385H 540-2300B	4/30/03	9/25/00
Smith, Douglas	874 Helston Bloomfield Hills, 48304	645-5274H 524-3498B	4/30/05	8/20/01

***Economic Development Corporation
Committee of 9***

<i>Interested Citizens Name</i>	<i>Address</i>	<i>Telephone Numbers</i>	<i>Date Received</i>	<i>Sent To Council</i>	<i>Currently Serving</i>
Baughman, Deborah L	967 Muer, 84	362-3082H 313-961-8380B	6/18/01 5/2003	7/09/01	
Chang, Jouky	3654 Boulder, 84	649-8237H 313-394-6941B	10/02/01 10/2003	10/15/01	
Hall, Patrick C	5363 Clearview, 98	641-4765H 952-0400B	1/26/01 6/12/01 5/2003	2/05/01 7/09/01	
Hoef, Paul V	3671 Scott, 84	641-1358H 244-3521B	9/12/01 9/2003	9/17/01	
Shah, Jayshree	4053 Drexel	952-5555H 810-986-3191	08/28/01 8/2003	9/17/01	Advisory Committee Persons w/Disabilities
Silver, Neil S	3837 Edenderry, 83	680-0147	8/11/00 6/20/01 5/2003	8/21/00 7/09/01	

**Historic District Commission
Committee of 7**

Presently Serving Name	Address	Telephone Numbers	Term Expires	Original Appt Date	TimeApplied Term Limits
Biglin, Marjorie A	5863 Cliffside, 98	879-9494H 366-1224B	3/01/04	4/09/01	4/09/01
Danielson, Kevin	210 Paragon, 98	689-7031	5/15/03	11/19/98	2/19/01
Eisenbacher, David J	1863 Lakewood, 83	619-7119H 362-2888B	3/01/02	4/17/00	4/17/00
Lin, Paul C	1599 Witherbee, 84	645-2187H	5/15/03	2/19/01	2/19/01
Martin, William G (Resigned)	138 E Square Lake, 98	828-0618	3/01/04	9/09/96	4/09/01
Nixon, Jacques O	1035 Milverton, 83	524-1874H	3/01/02	2/19/01	2/19/01
Scott, Dorothy	129 Belhaven, 98	689-0516	5/15/03	2/27/73	2/19/01

Each member shall not serve more than three consecutive terms, any portion of a term served shall constitute one full term and this resolution shall Apply only to terms starting after January 1, 1999 COUNCIL RESOLUTION # 98-540

***Historic District Commission
Committee of 7***

<i>Interested Citizens Name</i>	<i>Address</i>	<i>Telephone Numbers</i>	<i>Date Received</i>	<i>Sent To Council</i>	<i>Currently Serving</i>
Blythe, Wilson Deane	3458 Gresham, 84	614-0011H 313-392- 7122B	3/06/02 3/2004	3/18/02	
Krivoshein, Kerry S	1259 Ashley, 98	524-0227H 576-4799B	8/12/99 6/14/01 5/2003	7/09/01	

Each member shall not serve more than three consecutive terms, any portion of a term served shall constitute one full term and this resolution shall Apply only to terms starting after January 1, 1999 COUNCIL RESOLUTION # 98-540

***Historical Commission
Committee of 7***

<i>Presently Serving Name</i>	<i>Address</i>	<i>Telephone Numbers</i>	<i>Term Expires</i>	<i>Original Appt Date</i>	<i>TimeApplied Term Limits</i>
Bortner, Edward	193 Hurst, 98	879-0195	7/31/02	4/24/95	10/04/99
Kaniarz, Roger	4350 Stonehenge, 98	649-5074H 810-497-5333B	7/31/02	4/09/01	4/09/01
Kornacki, Rosemary	44648 Rivers Edge, 98	641-1962	7/31/02	11/06/95	11/01/99
Sucheta Sikdar (Student)	539 Kirts Blvd Apt 28	269-9087	7/01/02	9/10/01	
Lindsey, Kevin	6890 Norton, 98	828-3632H 753-2408B	7/31/03	3/05/01	3/05/01
Rounds, Muriel	6291 Ledwin, 98	879-6567	7/31/03	1/92	3/05/01
Turner, Jack	2965 Roundtree Dr., 83	528-2615	7/31/04	2/04/02	2/04/02
Wattles, Brian J	3864 Livernois, 83	689-1249	7/31/04	2/06/89	7/23/01

Each member shall not serve more than three consecutive terms, any portion of a term served shall constitute one full term and this resolution shall Apply only to terms starting after January 1, 1999 COUNCIL RESOLUTION # 98-540

***Historical Commission
Committee of 7***

<i>Interested Citizens Name</i>	<i>Address</i>	<i>Telephone Numbers</i>	<i>Date Received</i>	<i>Sent To Council</i>	<i>Currently Serving</i>
Blythe, Wilson Deane	3458 Gresham, 84	614-0011H 313-392-7122B	3/06/02 3/2004	3/18/02	
Krivoshein, Kerry S	1259 Ashley, 98	524-0227H 576-4799B	8/12/99 6/14/01 5/2003	7/09/01	
Milz, Vera E.	1750 Woodgate, 83	689-8952H 932-6050B	11/30/01 11/2003	12/19/01	

Each member shall not serve more than three consecutive terms, any portion of a term served shall constitute one full term and this resolution shall Apply only to terms starting after January 1, 1999 COUNCIL RESOLUTION # 98-540

**Library Advisory Board
Committee of 5**

Presently Serving Name	Address	Telephone Numbers	Term Expires	Original Appt Date	Time Applied Term Limits
Cloyd, David	1737 Chatham, 84	643-7152H 313-226-8614B	4/30/03	3/29/99	3/29/99 3/20/00
Gaffney, Margaret (Resigned)	2467 London, 98	689-6735	4/30/02	2/20/89	3/29/99
Gladysz, Michael (Student)	4633 Riverchase, 98	641-0248H	12/31/01	3/05/01	
Gregory, Lynne R	2244 Niagara, 83	689-2623	4/30/04	4/21/89	4/23/01
Nelsen, Fern A	2567 Coral, 98	879-8045	4/30/02	4/30/84	3/29/99
Wheeler, Nancy D	5355 Beach, 98	641-8511	4/30/04	10/23/89	4/23/01

Each member shall not serve more than three consecutive terms, any portion of a term served shall constitute one full term and this resolution shall Apply only to terms starting after January 1, 1999 COUNCIL RESOLUTION # 98-540

RESUMES/CURRENT MEMBERS/INTERESTED CITIZENS

BOARDS/COMMITTEES OF TROY

<i>Interested Citizens</i>	<i>Address</i>	<i>Telephone Numbers</i>	<i>Date Received</i>	<i>Sent To Council</i>	<i>Currently Serving</i>
Balagna, David J	1822 Wilmet, 98	619-1472H 649-7480B	2/02/00	2/00	Liquor Advisory Committee
Blythe, Wilson Deane	3458 Gresham, 84	614-0011H 313-392-7122B	3/06/02 3/2004	3/18/02	
Daugherty, Patrick	5512 Whitfield, 98	641-1849H 313-442-6495B	11/14/01 11/2003	11/19/01	Act 78 Civil Service Commission
Gauri, Kul B	5305 Greendale, 98	680-0325	8/26/99		Advisory Comm for Personsw/Disabilities
Victoria Lang	2700 Dashwood, 83	589-3304	7/09/01 6/2003	7/23/01	
Nelson, Albert T Jr	5846 Clearview, 98	528-1111B	3/16/99		Personnel Board
Patel, Shreeti	43 Crestfield, 98	740-1231	10/24/00 10/2002	11/06/00	
Shah, Jayshree	4053 Drexel	952-5555H 810-986-3191	08/28/01 8/2003	9/17/01	Advisory Comm for Persons w/Disabilities
Shiner, Mary E	5456 Patterson, 85	879-9776H 586-254-7707B	11/28/01 11/2003	12/09/01	Bd of Canvassers
Solomon, Mark R	2109 Golfview, Apt 102, 84	649-2018H 689-8282B	2/05/99		Charter Revision

Each member shall not serve more than three consecutive terms, any portion of a term served shall constitute one full term and this resolution shall Apply only to terms starting after January 1, 1999 COUNCIL RESOLUTION # 98-540

**Liquor Advisory Committee
Committee of 7**

Presently Serving Name	Address	Telephone Numbers	Term Expires	Original Appt Date	TimeApplied Term Limits
Balagna, David J	1822 Wilmet, 98	619-1472	1/31/03	1/31/01	1/31/01
Ehlert, Max K	1224 Hartwig, 98	879-0817	1/31/05	9/14/92	2/15/99
Gilbert, Jennifer (Student)	4808 Rivers Edge, 98	641-8432	7/01/01	6/19/00	
Godlewski, W S	2784 Whitehall, 98	689-4614H 810-575-2648B	1/31/05	6/21/99	6/21/99
Moseley, James C	1687 White Birch Ct, 98	828-7436	1/31/03	3/05/99	3/05/99
Peard, James R	4549 Post, 98	689-8092	1/31/03	2/16/98	1/08/01
Sawyer, Thomas G Jr	895 Norwich MAIL TO: PO Box 99236, 99	642-1887H 647-9099B	1/31/03	9/25/89	1/22/01
Walker, John J (Resigned)	94 Evaline, 98	689-1099	1/31/03	3/02/93	2/14/00
Captain Dane Slater	Police Department	524-3477			

Each member shall not serve more than three consecutive terms, any portion of a term served shall constitute one full term and this resolution shall Apply only to terms starting after January 1, 1999 COUNCIL RESOLUTION # 98-540

**Liquor Advisory Committee
Committee of 7**

<i>Interested Citizens Name</i>	<i>Address</i>	<i>Telephone Numbers</i>	<i>Date Received</i>	<i>Sent To Council</i>	<i>Currently Serving</i>
Bennett, Alex	1065 Arthur, 83	689-8176	11/01/00	11/06/00	CATV Advisory
Deel, Ryan J	2926 Roundtree, 83	252-4588H 357-6610B	5/17/01/6/25/01 5/2003	5/21/01 7/09/01	
Hall, Patrick C	5363 Clearview, 98	641-4765H 952-0400B	1/26/01 5/2003	2/05/01	
Kovacs, Matthew	5621 Livernois, 98	879-5193H 458-5900B	1/08/01	1/22/01	Board of Zoning Appeals
Ogg, David S.	3951 Forge, 83	689-2210	3/06/02	3/18/02	Advisory Committee for Senior Citizens
Sobota, Christopher A	343 Tara, 85	872-7782	2/14/02 2/2004	2/18/02	
Ukrainec, Bohdan L	1895 Lyster Lane, 98	879-1361	1/30/01 5/2003	2/05/01	
Ziegenfelder, Peter F	3695 Forge Dr, 83	528-0237H 696-2277B	12/07/00 6/11/01 5/2003	12/18/00 07/09/01	Municipal Building authority

Each member shall not serve more than three consecutive terms, any portion of a term served shall constitute one full term and this resolution shall Apply only to terms starting after January 1, 1999 COUNCIL RESOLUTION # 98-540

***Parks and Recreation Board
Committee of 9***

<i>Presently Serving Name</i>	<i>Address</i>	<i>Telephone Numbers</i>	<i>Term Expires</i>	<i>Original Appt Date</i>	<i>TimeApplied Term Limits</i>
Bordas, Douglas M	5902 Cliffside, 98	828-8940	9/30/02	1/08/96	10/04/99
Fejes, Kathleen	6475 Elmoor, 98	828-4361	9/30/04	9/26/92	10/15/01
Goetz, John F Jr	2539 Black Pine, 98	644-6744	9/30/03	1/31/77	9/25/00
Hauff, Gary School Representative	3794 Wayfarer, 83	689-3794	7/31/02	8/03/98	N/A
Jose, Lawrence	5581 Livernois, 98	879-9314	4/30/03	6/21/93	8/07/00
Kaltsounis, Orestes (Rusty)	6798 Jasmine, 98	828-8084	9/30/03	8/21/00	8/21/00
Krent, Tom	3184 Alpine, 84	649-4948	9/30/04	9/26/92	10/15/01
Lu, Lucy (Student)	1749 Freemont, 98	641-3860	7/01/02	10/01/01	
O'Brien, Robert J	6285 Brookings, 98	879-6575	9/30/02	8/27/97	10/04/99
Stewart, Jeffrey Troy Daze Repr	884 Hidden Ridge, 83	689-2074H 569-8454B	9/30/03	3/05/01	9/25/00
Anderson, Carol	Parks and Recreation Director	524-3484			

Each member shall not serve more than three consecutive terms, any portion of a term served shall constitute one full term and this resolution shall Apply only to terms starting after January 1, 1999 COUNCIL RESOLUTION # 98-540

RESUMES/CURRENT MEMBERS/INTERESTED CITIZENS

BOARDS/COMMITTEES OF TROY

<i>Interested Citizens Name</i>	<i>Address</i>	<i>Telephone Numbers</i>	<i>Date Received</i>	<i>Sent To Council</i>	<i>Currently Serving</i>
Daugherty, Patrick	5512 Whitfield, 98	641-1849H 313-442-6495B	11/14/01 11/2003	11/19/01	Act 78 Civil Service Commission
Deel, Ryan J	22926 Roundtree, 83	252-4588H 357-6610B	5/17/01/6/25/01 5/2003	5/21/01 7/09/01	
Fischer, Joan	5246 Cameron, 98	641-8363	9/15/99/6/12/01 5/2003	7/09/01	
Gauri, Kul B	5305 Greendale, 98	680-0325	8/26/99		Advisory Committee Persons w/Disabilitie
Hrynik, Thomas F	2828 Orchard Trail, 98	642-4534	10/16/00 6/14/01/5/2003	11/06/00 7/09/01	
Huber, Laurie G	2794 Saratoga, 83	619-1487	6/18/01 5/2003	7/09/01	
Kovacs, Meaghan	5621 Livernois, 98	879-5193H 262-6932B	1/08/01 1/2003	1/22/01	
Kuschinsky, Dick	5968 Whitfield, 98	641-7764H 313-496-2686B	10/11/01	11/05/01	Advisory Committee Persons w/Disabilitie
Victoria Lang	2700 Dashwood, 83	589-3304	7/09/01 6/2003	7/23/01	
Nixon, Jacques O	1035 Milverton, 83	524-1874H 332-9430B	6/14/00	6/19/00	Historic District Commission
Noce, Robert W	2850 Orchard Trail, 98	540-1606	11/16/00	11/20/00	Charter Revision
Poulsen, Connie	1581 Picadilly, 84	816-9064H 641-2237B	8/17/01 8/2003	9/10/01	
Redpath, Stuart	1679 Greenwich, 98	641-7339H 879-0500B	7/26/00	8/07/00	Economic Development Corp
Walker, James	5356 Orchard Crest, 98	879-1223B	6/11/99 6/14/01 5/2003	7/09/01	
Wattles, Brian J	3864 Livernois, 83	689-1249	7/10/01 6/2003	7/23/01	Historical Commission
Wright, Wayne C	2515 Homewood, 98	641-7115H 810-775-7710B	1/07/99		Palling Commission

Each member shall not serve more than three consecutive terms, any portion of a term served shall constitute one full term and this resolution shall Apply only to terms starting after January 1, 1999 COUNCIL RESOLUTION # 98-540

**Personnel Board
Committee of 5**

Presently Serving Name	Address	Telephone Numbers	Term Expires	Original Appt Date	Time Applied Term Limits
Nelson, Albert T Jr	5849 Clearview, 98	313-964-2360B 248-670-4859Cell	4/30/03	6/19/00	6/19/00
Patrick, Stephen Jr	5555 Whitehaven, 98	879-9710	4/30/01	5/19/80	3/20/00
Tavalin, Jonathan V	5345 Corbin, 98	952-5230	4/30/02	2/10/92	3/29/99
Tschirhart, Ronald L Sr	357 Tara, 98	879-7546	4/30/02	2/01/93	3/29/99
Vanderbrink, James E	6666 Whiting, 98	879-8870	4/30/03	8/13/84	3/20/00

Interested Citizens Name	Address	Telephone Numbers	Date Received	Sent To Council	Currently Serving
Baughman, Deborah L	967 Muer, 84	362-3082H 313-961-8380B	3/29/01 6/18/01 5/2003	4/09/01 7/09/01	
Blythe, Wilson Deane	3458 Gresham, 84	614-0011H 313-392-7122B	3/06/02 3/2004	3/18/02	
Daugherty, Patrick	5512 Whitfield, 98	641-1849H 313-442-6495B	11/14/01 11/2003	11/19/01	Act 78 Civil Service Commission
Huber, Laurie G	2794 Saratoga, 83	619-1487	6/18/01 5/2003	7/09/01	
Rogowski, Robert F	3311 Medford, 84	637-9576H 313-226-9539B	11/14/01 11/2003	12/17/01	
Sak, Daniel M	1525 Greenwich, 98	952-5452H 952-5969B	5/19/00 5/2002	6/05/00	
Ziegenfelder, Peter F	3695 Forge Dr, 83	528-0237H 696-2277B	12/07/00 6/11/01 5/2003	12/18/00 07/09/01	Municipal Building Authority

Each member shall not serve more than three consecutive terms, any portion of a term served shall constitute one full term and this resolution shall Apply only to terms starting after January 1, 1999 COUNCIL RESOLUTION # 98-540

**Planning Commission
Committee of 9**

Presently Serving Name	Address	Telephone Numbers	Term Expires	Original Appt Date	TimeApplied Term Limits
Chamberlain, Gary G	4850 Alton, 98	524-9850	12/31/02	3/04/85	12/13/99
Keoleian, Jordan C (Student)	3709 Kings Point Dr, 83	689-1849	7/01/02	9/11/00	
Kramer, Dennis	1903 Spiceway, 98	952-5588H 435-1712B	12/31/03	10/24/88	12/18/00
Littman, Larry	6867 Killarney, 98	828-7100	12/31/04	3/29/99	3/29/99
Pennington, Cynthia BZA Rep	1924 Westwood, 83	528-3848	12/31/02	5/07/01	5/07/01
Reece, James Jr	2915 Hill, 98	689-3722H 248-838-5275B	12/31/01	2/03/75	
Starr, James H	2643 Arrowhead, 83	524-2285 248-338-2300B	12/31/02	2/23/87	12/13/99
Storrs, Walter A III	5676 Martell, 98	879-8529	12/31/03	10/18/76	12/04/00
Waller, David T BZA Alternate Rep	2921 Townhill, 84	642-9737	12/31/03	10/18/93	12/04/00
Wright, Wayne C	2525 Homewood, 98	641-7115H 810-775-7710B	12/31/04	7/27/81	12/03/01

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RESUMES/CURRENT MEMBERS/INTERESTED CITIZENS

BOARDS/COMMITTEES OF TROY

<i>Interested Citizens Name</i>	<i>Address</i>	<i>Telephone Numbers</i>	<i>Date Received</i>	<i>Sent To Council</i>	<i>Currently Serving</i>
Baughman, Deborah L	967 Muer, 84	362-3082H 313-961-8380B	3/29/01/6/18/01 5/2003	4/09/01 7/09/01	
Culpepper, Michael	1236 Autumn, 98	952-1952	12/97		Downtown Developmnt Authority
D'Anna, Philip	5149 Westmoreland, 98	740-9244	2/08/99		Advisory Comm For Persons w/Disabilities
Deel, Ryan J	2926 Roundtree, 83	252-4588H 357-6610B	5/17/016/25/01 5/2003	5/21/01 7/09/01	
Godlewski, W S	2784 Whitehall, 98	689-4614			Liquor Committee
Hall, Patrick C	5363 Clearview, 98	641-4765H 952-0400B	1/26/01 1/2003	2/05/01	
Howrylak, Frank J	3035 Newport Ct, 84	643-6653H 512-3110B	4/05/01	4/09/01	Board of Review
Kasunic, Diane	3036 Oakhill, 84	433-1348	7/19/00 3/22/01	7/19/00 3/22/01	Charter Revision Committee
Kovacs, Matthew	5621 Livernois, 98	879-5193H 458-5900BExt. 610	1/08/01	1/22/01	Board of Zoning Appeals
Victoria Lang	2700 Dashwood, 83	589-3304	7/09/01 6/2003	7/23/01	
Laze, Rudolf Q	2843 Iowa, 83	585-3668H 546-6700B	3/01/01 3/2003	3/05/01	
Lepp, Gary R	1227 Autumn, 98	641-3058H 641-8129B	4/16/01 4/2003	4/23/01	
Lin, Paul Chu	1599 Witherbee, 84	645-2187	5/22/00	6/05/00	Historic District
Manetta, Pauline	1473 Lila, 85	689-4983H 547-3286B	11/26/01 11/2003	12/03/01	
Milia, Carmelo	3911 Boulder, 84	643-0859	6/14/01 5/2003	7/09/01	
Nelson, Albert Taylor	5846 Clearview, 98	528-1111B			Personnel Board
Nixon, Jacques O	1035 Milverton, 83	524-1874H 332-9430B	6/14/00	6/19/00	Historic District Commission

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RESUMES/CURRENT MEMBERS/INTERESTED CITIZENS

BOARDS/COMMITTEES OF TROY

<i>Interested Citizens Name</i>	<i>Address</i>	<i>Telephone Numbers</i>	<i>Date Received</i>	<i>Sent To Council</i>	<i>Currently Serving</i>
Ogg, David	3951 Forge, 83	689-2210	2/9/99 4/16/01	4/23/01	Advisory Comm for Sr Citizens
Patel, Shreeti	43 Crestfield, 98	740-1231	10/24/00 10/2002	11/06/00	
Rocchio, James	2810 Waterloo, 84	649-9612H 205-2748B	4/16/01	4/23/01	Economic Development Corp
Schultz, Robert M	883 Kirts Blvd	362-2128H 827-2359B	1/15/01 6/19/01 5/2003	1/22/01 7/09/01	Traffic Committee
Shah, Jayshree	4053 Drexel Dr, 98	952-5555	12/06/00 12/2002	12/04/00	
Silver, Neil S	3837 Edenderry, 83	680-0147	8/11/00 6/20/01 5/2003	8/21/00 7/09/01	
Ullmann, Lon M	5621 Willow Grove, 98	828-7625	3/19/01	4/09/01	Brownfield Redevelopment Auth
Walker, James	5356 Orchard Crest, 98	879-1223B	6/11/99 6/14/01 5/2003	7/09/01	
Wattles, Brian J	3864 Livernois, 83	689-1249	7/10/01 6/2003	7/23/01	Historical Commission
Wilberding, Bruce	3762 Boulder, 84	649-3073H 680-0400B	8/05/99		Brownfield Redevelopment Auth
Ziegenfelder, Peter F	3695 Forge Dr, 83	528-0237H 696-2277B	12/07/00 6/11/01 5/2003	12/18/00 07/09/01	Municipal Building Authority

Each member shall not serve more than three consecutive terms, any portion of a term served shall constitute one full term and this resolution shall Apply only to terms starting after January 1, 1999 COUNCIL RESOLUTION # 98-540

**Traffic Committee
Committee of 7**

Presently Serving Name	Address	Telephone Numbers	Term Expires	Original Appt Date	Time Applied Term Limits
Allen, David (Student)	3755 Ledge Ct., 84		7/01/01	12/04/01	
Diefenbaker, John	5697 Wright, 98	879-0103	1/31/03	1/07/85	1/08/01
Grinnell, Eric S	406 E Square Lake, 98 MAIL TO: PO Box 99417, 99	879-0250H 663-5055B	1/31/03	4/23/01	4/23/01
Halsey, Lawrence	663 Vanderpool, 83	689-1223	1/31/03	10/14/85	2/07/00
Hubbell, Jan L	1080 Glaser, 98	689-9401H 313-665-4284B	1/31/05	1/08/90	3/01/99
Kilmer, Richard A	62 Hickory, 83	524-1595	1/31/05	5/10/99	5/10/99
Schultz, Robert M	883 Kirts Blvd, 84	362-2128H 827-2359B	1/31/05	1/07/01	1/07/01
Solis, Charles A	1866 Crimson, 83	524-9062H 689-2920B	1/31/03	9/26/94	1/08/01
Abraham, John	Traffic Engineer				
Craft, Charles	Police Chief				
Nelson, William	Fire Chief				

Each member shall not serve more than three consecutive terms, any portion of a term served shall constitute one full term and this resolution shall Apply only to terms starting after January 1, 1999 COUNCIL RESOLUTION # 98-540

**Traffic Committee
Committee of 7**

Interested Citizens Name	Address	Telephone Numbers	Date Received	Sent To Council	Currently Serving
Basmadjian, A. George	6512 Denton, 98	879-8637	3/06/02 3/2004	3/18/02	
Deel, Ryan J	2926 Roundtree, 83	252-4588H 357-6610B	5/17/01/6/25/01 5/2003	5/21/01 7/09/01	
Howrylak, Frank J	3035 Newport Ct, 84	643-6653H 512-3110B	4/05/01	4/09/01	Board of Review
Hrynik, Thomas F	2828 Orchard Trail, 98	642-4534	10/01/00 6/14/01 5/2003	11/06/00 7/19/01	
Kovacs, Matthew	5621 Livernois, 84	879-5193H 458-5900B Ext 610	1/08/01	1/22/01	Board of Zoning Appeals
Kuschinsky, Dick	5968 Whitfield, 98	641-7764H 313-496-2686B	10/11/01	11/05/01	Advisory Committee Persons w/Disabilitie
O'Brien, Robert J	6285 Brookings, 98	879-1466			Parks and Recreation
Ogg, David	3951 Forge, 83	689-2210	2/09/99 4/16/01	4/23/01	Advisory Comm for Senior Citizens
Patel, Shreeti	43 Crestfield, 98	740-1231	10/24/00 10/2002	11/06/00	
Wilberding, Bruce J	3762 Boulder, 84	649-3073H 680-0400B	8/05/99		Brownfield Authority
Wright, Wayne C	2515 Homewood, 98	641-7115H 810-775-7710B	1/07/99		Planning Commission
Ziegenfelder, Peter	3695 Forge, 83	528-0237H 696-2277B	12/07/00 6/11/01/6/2003	12/18/00 7/09/01	Municipal Building Authority

Each member shall not serve more than three consecutive terms, any portion of a term served shall constitute one full term and this resolution shall Apply only to terms starting after January 1, 1999 COUNCIL RESOLUTION # 98-540

Troy City Clerks Office

500 West Big Beaver

Troy MI 48084

248 524-3316

February 28, 2002

David S. Ogg
3951 Forge
Troy MI 48083

Your appointment to the Advisory Committee for Senior Citizens will expire in April, 2002. Please indicate whether you wish to be **reappointed** to this committee and your interest (if any) in other Boards and Committees by completing the following form.

APPLICATION FOR BOARDS AND COMMITTEES

Thank you for your interest in serving on an Advisory Board or Committee. The purpose of this form is to provide the Mayor and City Council with basic information about residents considered for appointment. The application will be kept on file for **two years**. **(Please type or print)**

Date: MARCH 5, 2002

Name: DAVID S. OGG

Address: 3951 FORGE DRIVE

City: TROY Zip: 48083

Home Phone Number: (248) 689-2210

Employer: RETIRED

Address: _____ Phone: _____

Are you a registered voter in the City of Troy? YES

How long have you lived continuously in the City of Troy? 29 YEARS

Have you ever been convicted for anything other than a minor traffic violation? NO

Number the Advisory Boards or Committees for which you would like to apply:
(in order of preference - 1 = First Choice, 2 = second Choice, etc.)

Advisory Committee for Persons with Disabilities

Animal Control Appeals Board

Board of Review

Building Code Board of Appeals

Charter Revision Committee

Downtown Development Authority

Election Commission

Historic District Commission

2 Liquor Committee

Parks & Recreation Board

1 Planning Commission

3 Traffic Committee

I wish to be reappointed

Advisory Committee for Senior Citizens

Board of Canvassers

Board of Zoning Appeals

CATV Advisory Committee

Civil Service Commission Act 78

Economic Development Corporation

Historical Commission

Library Board

Municipal Building Authority

Personnel Board

Retirement System Board of Trustees

Troy Daze Committee

I do not wish to be reappointed

F-1

**CITY OF TROY, MICHIGAN
APPLICATION FOR BOARDS AND COMMITTEES**

Thank you for your interest in serving on an Advisory Board or Committee. The purpose of this form is to provide the Mayor and City Council with basic information about residents considered for appointment. The application will be kept on file for two years.

(Please type or print)

Date: March 4, 2002

Name: David S. Ogg

Address: 3951 Forge Drive

City: Troy Zip: 48069

Home Phone Number: (248) 689-2210

Employer: Retired

Address: _____ Phone: _____

Are you a registered voter in the City of Troy? Yes

How long have you lived continuously in the City of Troy? 29 years

Have you ever been convicted for anything other than a minor traffic violation? No

Number the Advisory Boards or Committees for which you would like to apply:
(in order of preference - 1 = First Choice, 2 = second Choice, etc.)

- | | |
|---|---|
| <input type="checkbox"/> Advisory Committee for Persons with Disabilities | <input type="checkbox"/> Advisory Committee for Senior Citizens |
| <input type="checkbox"/> Animal Control Appeals Board | <input type="checkbox"/> Board of Canvassers |
| <input type="checkbox"/> Board of Review | <input type="checkbox"/> Board of Zoning Appeals |
| <input type="checkbox"/> Brownfield Authority | <input type="checkbox"/> Building Code Board of Appeals |
| <input type="checkbox"/> CATV Advisory Committee | <input type="checkbox"/> Charter Revision Committee |
| <input type="checkbox"/> Civil Service Commission Act 78 | <input type="checkbox"/> Downtown Development Authority |
| <input type="checkbox"/> Election Commission | <input type="checkbox"/> Historical Commission |
| <input type="checkbox"/> Historic District Commission | <input type="checkbox"/> Library Board |
| <u>2</u> <input type="checkbox"/> Liquor Committee | <input type="checkbox"/> Parks & Recreation Board |
| <input type="checkbox"/> Personnel Board | <u>1</u> <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Retirement System Board of Trustees | <u>3</u> <input type="checkbox"/> Traffic Committee |
| <input type="checkbox"/> Troy Daze Committee | |

I do not wish to be reappointed.

Professional Qualifications and/or Work Experience: Entire work history has
been meeting and serving the public. Retail sales and sales
management. Former realtor.

Community Activities and/or Other Experience: Former member of the Troy
Community Coalition for the Prevention of Alcohol & Drug Abuse.
Current member of the Advisory Committee for Senior Citizens,
and the Oakland Livingston Human Services Agency. Member building
study committee First United Methodist Church of Troy. Member
Event Staff of Oakland University Athletic Department.

Educational Background:

Graduated from two year Business College.

References (Please list name and address): Carol Anderson, Carla Vaughan,
Jan Chamberlain (wife of Gary Chamberlain, member of the
Planning Commission) 4850 Alton Ct. Troy 48098 (248) 524-9850.

Please indicate REASONS FOR DESIRING TO SERVE:

I want to continue to contribute to the city of Troy. I would
like to help plan the future growth of Troy.

Signature: David S. Oge

PLEASE RETURN THIS APPLICATION TO THE TROY CITY CLERK'S OFFICE
rev.11/98

Troy City Clerks Office

500 West Big Beaver

Troy MI 48084

248 524-3316

February 28, 2002

RECEIVED
CITY OF TROY

2002 MAR 12 AM 11:19

William Weisgerber
2475 Charnwood
Troy MI 48098

Your appointment to the Advisory Committee for Senior Citizens will expire in April, 2002. Please indicate whether you wish to be **reappointed** to this committee and your interest (if any) in other Boards and Committees by completing the following form.

APPLICATION FOR BOARDS AND COMMITTEES

Thank you for your interest in serving on an Advisory Board or Committee. The purpose of this form is to provide the Mayor and City Council with basic information about residents considered for appointment. The application will be kept on file for **two** years. **(Please type or print)**

Date: March 12, 2002

Name: Bill Weisgerber

Address: 2475 Charnwood Dr.

City: Troy Zip: 48098-2207

Home Phone Number: (248) 828-7072

Employer: _____

Address: _____ Phone: _____

Are you a registered voter in the City of Troy? Yes

How long have you lived continuously in the City of Troy? 2.5 years

Have you ever been convicted for anything other than a minor traffic violation? No

Number the Advisory Boards or Committees for which you would like to apply:
(in order of preference - 1 = First Choice, 2 = second Choice, etc.)

Advisory Committee for Persons with Disabilities

Animal Control Appeals Board

Board of Review

Building Code Board of Appeals

Charter Revision Committee

Downtown Development Authority

Election Commission

Historic District Commission

Liquor Committee

Parks & Recreation Board

Planning Commission

Traffic Committee

1 Advisory Committee for Senior Citizens

Board of Canvassers

Board of Zoning Appeals

CATV Advisory Committee

Civil Service Commission Act 78

Economic Development Corporation

Historical Commission

Library Board

Municipal Building Authority

Personnel Board

Retirement System Board of Trustees

Troy Daze Committee

I wish to be reappointed

I do not wish to be reappointed

F-1

Troy City Clerks Office

500 West Big Beaver

Troy MI 48084

248 524-3316

February 28, 2002

RECEIVED
CITY OF TROY

2002 MAR 12 AM 8:39

Mark Maxwell
4164 Wentworth
Troy MI 48098

Your appointment to the Board of Zoning Appeals will expire in April, 2002. Please indicate whether you wish to be **reappointed** to this committee and your interest (if any) in other Boards and Committees by completing the following form.

APPLICATION FOR BOARDS AND COMMITTEES

Thank you for your interest in serving on an Advisory Board or Committee. The purpose of this form is to provide the Mayor and City Council with basic information about residents considered for appointment. The application will be kept on file for **two** years. **(Please type or print)**

Date: 3-6-02

Name: Mark Maxwell

Address: 4164 Wentworth

City: Troy Zip: 48098

Home Phone Number: 248-643-9348

Employer: EXCEL PERSONNEL

Address: 455 S. Livernois Suite C-22 Phone: 248-765-0287
Rochester Hills, MI 48309

Are you a registered voter in the City of Troy? Yes

How long have you lived continuously in the City of Troy? 13 yrs

Have you ever been convicted for anything other than a minor traffic violation? No

Number the Advisory Boards or Committees for which you would like to apply:
(in order of preference - 1 = First Choice, 2 = second Choice, etc.)

Advisory Committee for Persons with Disabilities

Animal Control Appeals Board

Board of Review

Building Code Board of Appeals

Charter Revision Committee

Downtown Development Authority

Election Commission

Historic District Commission

Liquor Committee

Parks & Recreation Board

Planning Commission

Traffic Committee

Advisory Committee for Senior Citizens

Board of Canvassers

Board of Zoning Appeals

CATV Advisory Committee

Civil Service Commission Act 78

Economic Development Corporation

Historical Commission

Library Board

Municipal Building Authority

Personnel Board

Retirement System Board of Trustees

Troy Daze Committee

I wish to be reappointed

I do not wish to be reappointed

F-1

Troy City Clerks Office

500 West Big Beaver

Troy MI 48084

248 524-3316

February 28, 2002

Robert D. Swartz
3616 Balfour Dr.
Troy MI 48084

Your appointment to the Brownfield Redevelopment Authority will expire in April, 2002. Please indicate whether you wish to be **reappointed** to this committee and your interest (if any) in other Boards and Committees by completing the following form.

APPLICATION FOR BOARDS AND COMMITTEES

Thank you for your interest in serving on an Advisory Board or Committee. The purpose of this form is to provide the Mayor and City Council with basic information about residents considered for appointment. The application will be kept on file for **two** years. **(Please type or print)**

Date: March 7, 2002

Name: Robert D. Swartz

Address: 3616 Balfour Dr.

City: Troy Zip: 48084

Home Phone Number: (248) 643-4433

Employer: retired

Address: _____ Phone: _____

Are you a registered voter in the City of Troy? Yes

How long have you lived continuously in the City of Troy? 25 years

Have you ever been convicted for anything other than a minor traffic violation? No

Number the Advisory Boards or Committees for which you would like to apply:
(in order of preference - 1 = First Choice, 2 = second Choice, etc.)

Advisory Committee for Persons with Disabilities

Animal Control Appeals Board

Board of Review

Building Code Board of Appeals

Charter Revision Committee

Downtown Development Authority

Election Commission

Historic District Commission

Liquor Committee

Parks & Recreation Board

Planning Commission

Traffic Committee

Advisory Committee for Senior Citizens

Board of Canvassers

Board of Zoning Appeals

CATV Advisory Committee

Civil Service Commission Act 78

Economic Development Corporation

Historical Commission

Library Board

Municipal Building Authority

Personnel Board

Retirement System Board of Trustees

Troy Daze Committee

I wish to be reappointed

I do not wish to be reappointed

F-1

Troy City Clerks Office

500 West Big Beaver

Troy MI 48084

248 524-3316

February 28, 2002

Kenneth F. Wheeler
5355 Beach Rd.
Troy MI 48098

RECEIVED
CITY OF TROY

2002 MAR 12 AM 8:45

Your appointment to the Brownfield Redevelopment Authority will expire in April, 2002. Please indicate whether you wish to be **reappointed** to this committee and your interest (if any) in other Boards and Committees by completing the following form.

APPLICATION FOR BOARDS AND COMMITTEES

Thank you for your interest in serving on an Advisory Board or Committee. The purpose of this form is to provide the Mayor and City Council with basic information about residents considered for appointment. The application will be kept on file for **two** years. **(Please type or print)**

Date: 3-7-02

Name: _____

Address: _____

City: _____ Zip: _____

Home Phone Number: _____

Employer: _____

Address: _____ Phone: _____

Are you a registered voter in the City of Troy? yes

How long have you lived continuously in the City of Troy? 40+

Have you ever been convicted for anything other than a minor traffic violation? _____

Number the Advisory Boards or Committees for which you would like to apply:
(in order of preference - 1 = First Choice, 2 = second Choice, etc.)

- | | |
|---|---|
| <input type="checkbox"/> Advisory Committee for Persons with Disabilities | <input type="checkbox"/> Advisory Committee for Senior Citizens |
| <input type="checkbox"/> Animal Control Appeals Board | <input type="checkbox"/> Board of Canvassers |
| <input type="checkbox"/> Board of Review | <input type="checkbox"/> Board of Zoning Appeals |
| <input type="checkbox"/> Building Code Board of Appeals | <input type="checkbox"/> CATV Advisory Committee |
| <input type="checkbox"/> Charter Revision Committee | <input type="checkbox"/> Civil Service Commission Act 78 |
| <input type="checkbox"/> Downtown Development Authority | <input type="checkbox"/> Economic Development Corporation |
| <input type="checkbox"/> Election Commission | <input type="checkbox"/> Historical Commission |
| <input type="checkbox"/> Historic District Commission | <input type="checkbox"/> Library Board |
| <input type="checkbox"/> Liquor Committee | <input type="checkbox"/> Municipal Building Authority |
| <input type="checkbox"/> Parks & Recreation Board | <input type="checkbox"/> Personnel Board |
| <input type="checkbox"/> Planning Commission | <input type="checkbox"/> Retirement System Board of Trustees |
| <input type="checkbox"/> Traffic Committee | <input type="checkbox"/> Troy Daze Committee |

I wish to be reappointed

I do not wish to be reappointed

F-1

Troy City Clerks Office

500 West Big Beaver

Troy MI 48084

248 524-3316

February 28, 2002

Robert S. Gigliotti
2381 Hidden Pine
Troy MI 48098

Your appointment to the Economic Development Corporation will expire in April, 2002. Please indicate whether you wish to be **reappointed** to this committee and your interest (if any) in other Boards and Committees by completing the following form.

APPLICATION FOR BOARDS AND COMMITTEES

Thank you for your interest in serving on an Advisory Board or Committee. The purpose of this form is to provide the Mayor and City Council with basic information about residents considered for appointment. The application will be kept on file for **two years**. **(Please type or print)**

Date: 3/5/02

Name: ROBERT S. GIGLIOTTI

Address: 2381 Hidden Pine Dr

City: Troy Zip: 48098

Home Phone Number: 248-641-7676

Employer: PERAIN FORROB & Co. P.C.

Address: 901 WILKINS ST 400 TROY Phone: 248-362-3600

Are you a registered voter in the City of Troy? Yes

How long have you lived continuously in the City of Troy? 32 years

Have you ever been convicted for anything other than a minor traffic violation? NO

Number the Advisory Boards or Committees for which you would like to apply:
(in order of preference - 1 = First Choice, 2 = second Choice, etc.)

Advisory Committee for Persons with Disabilities

Animal Control Appeals Board

Board of Review

Building Code Board of Appeals

Charter Revision Committee

Downtown Development Authority

Election Commission

Historic District Commission

Liquor Committee

Parks & Recreation Board

Planning Commission

Traffic Committee

Advisory Committee for Senior Citizens

Board of Canvassers

Board of Zoning Appeals

CATV Advisory Committee

Civil Service Commission Act 78

Economic Development Corporation

Historical Commission

Library Board

Municipal Building Authority

Personnel Board

Retirement System Board of Trustees

Troy Daze Committee

I wish to be reappointed

I do not wish to be reappointed

Founding member!

F-1

Troy City Clerks Office

500 West Big Beaver

Troy MI 48084

248 524-3316

February 28, 2002

RECEIVED
CITY OF TROY

2002 MAR 12 AM 8:37

Jacques O. Nixon
1035 Milverton
Troy MI 48083

Your appointment to the Historic District Commission will expire in March 2002. Please indicate whether you wish to be **reappointed** to this committee and your interest (if any) in other Boards and Committees by completing the following form.

APPLICATION FOR BOARDS AND COMMITTEES

Thank you for your interest in serving on an Advisory Board or Committee. The purpose of this form is to provide the Mayor and City Council with basic information about residents considered for appointment. The application will be kept on file for **two** years. **(Please type or print)**

Date: MARCH 7 2002

Name: JACQUES O. NIXON

Address: 1035 MILVERTON

City: 1204 Zip: 48083

Home Phone Number: 248-524-1874

Employer: FRANKLINE FLOOR COVERING

Address: 2958 FRANKLIN Rd Bloomfield Hills, 48302 Phone: 248-3329430

Are you a registered voter in the City of Troy? YES

How long have you lived continuously in the City of Troy? 17 1/2 YEARS

Have you ever been convicted for anything other than a minor traffic violation? NO

Number the Advisory Boards or Committees for which you would like to apply:
(in order of preference - 1 = First Choice, 2 = second Choice, etc.)

Advisory Committee for Persons with Disabilities

Animal Control Appeals Board

Board of Review

Building Code Board of Appeals

Charter Revision Committee

Downtown Development Authority

Election Commission

1 Historic District Commission

Liquor Committee

2 Parks & Recreation Board

3 Planning Commission

~~4~~ Traffic Committee

I wish to be reappointed

Advisory Committee for Senior Citizens

Board of Canvassers

Board of Zoning Appeals

CATV Advisory Committee

Civil Service Commission Act 78

Economic Development Corporation

Historical Commission

Library Board

Municipal Building Authority

Personnel Board

Retirement System Board of Trustees

Troy Daze Committee

I do not wish to be reappointed

F-1

RECEIVED
CITY OF TROY

2002 MAR -6 AM 9:06

March 4, 2002

Dear Mayor and members of the City Council:

My term on the Library Board is up at the end of this month. I wish to tell the Council that it has been a real pleasure to serve on the Board, and I hope I have helped in some way in the policies of the Library.

The people of Troy are to be congratulated on the success of our library.

When I first came as a patron and a volunteer, the first addition had not been built. Everyone worked hard, dragging books to the old community center to have a book sale, and then having to collect and return those not sold. We had a HUG Fund to raise money, and we even had to collect signatures on petitions to get the building of the new structure on the ballot.

We did it and made many friends in the process.

Now the circulation has increased, and citizens participation in programs jumped. It is hard to find a place to park in the parking on week-ends.

As a citizen, I want to thank you all for your loyal support..

It is with real regret that I feel that I can no longer be active in the Library. But when I go to visit and take out books, the warmth of all the friends I've made there warms me.

Sincerely,

Margaret Gaffney
Margaret Gaffney

F-1

Troy City Clerks Office

500 West Big Beaver

Troy MI 48084

248 524-3316

February 28, 2002

Jonathan V. Tavalin
5345 Corbin
Troy MI 48098

Your appointment to the Personnel Board will expire in April, 2002. Please indicate whether you wish to be **reappointed** to this committee and your interest (if any) in other Boards and Committees by completing the following form.

APPLICATION FOR BOARDS AND COMMITTEES

Thank you for your interest in serving on an Advisory Board or Committee. The purpose of this form is to provide the Mayor and City Council with basic information about residents considered for appointment. The application will be kept on file for **two** years. **(Please type or print)**

Date: 3/10/02

Name: JONATHAN (JON) TAVALIN

Address: 5345 CORBIN DR.

City: TROY Zip: 48098

Home Phone Number: (248) 952-5230

Employer: RETIRED

Address: _____ Phone: _____

Are you a registered voter in the City of Troy? YES

How long have you lived continuously in the City of Troy? 34 YEARS

Have you ever been convicted for anything other than a minor traffic violation? NO

Number the Advisory Boards or Committees for which you would like to apply:
(in order of preference - 1 = First Choice, 2 = second Choice, etc.)

- | | |
|---|--|
| <input type="checkbox"/> Advisory Committee for Persons with Disabilities | <input type="checkbox"/> Advisory Committee for Senior Citizens |
| <input type="checkbox"/> Animal Control Appeals Board | <input type="checkbox"/> Board of Canvassers |
| <input type="checkbox"/> Board of Review | <input type="checkbox"/> Board of Zoning Appeals |
| <input type="checkbox"/> Building Code Board of Appeals | <input type="checkbox"/> CATV Advisory Committee |
| <input type="checkbox"/> Charter Revision Committee | <input type="checkbox"/> Civil Service Commission Act.78 |
| <input type="checkbox"/> Downtown Development Authority | <input type="checkbox"/> Economic Development Corporation |
| <input type="checkbox"/> Election Commission | <input type="checkbox"/> Historical Commission |
| <input type="checkbox"/> Historic District Commission | <input type="checkbox"/> Library Board |
| <input type="checkbox"/> Liquor Committee | <input checked="" type="checkbox"/> Municipal Building Authority |
| <input type="checkbox"/> Parks & Recreation Board | <input type="checkbox"/> Personnel Board |
| <input type="checkbox"/> Planning Commission | <input type="checkbox"/> Retirement System Board of Trustees |
| <input type="checkbox"/> Traffic Committee | <input type="checkbox"/> Troy Daze Committee |

I wish to be reappointed

I do not wish to be reappointed

F-1

Troy City Clerks Office

500 West Big Beaver

Troy MI 48084

248 524-3316

February 28, 2002

Ronald L. Tschirhart

357 Tara

Troy MI ~~48098~~ 48085

Your appointment to the Personnel Board will expire in April, 2002. Please indicate whether you wish to be **reappointed** to this committee and your interest (If any) in other Boards and Committees by completing the following form.

APPLICATION FOR BOARDS AND COMMITTEES

Thank you for your interest in serving on an Advisory Board or Committee. The purpose of this form is to provide the Mayor and City Council with basic information about residents considered for appointment. The application will be kept on file for **two** years. **(Please type or print)**

Date: 3-5-02

Name: RONALD L. TSCHIRHART

Address: 357 TARA DR.

City: TROY Zip: 48085

Home Phone Number: (248) 879-7546

Employer: RB INDUSTRIES, INC.

Address: 6061 BLAIRDRIGHS AVE. Phone: (810) 254-7977
STERLING HEIGHTS MI
48314

Are you a registered voter in the City of Troy? YES

How long have you lived continuously in the City of Troy? 22 YEARS

Have you ever been convicted for anything other than a minor traffic violation? NO

Number the Advisory Boards or Committees for which you would like to apply:
(in order of preference - 1 = First Choice, 2 = second Choice, etc.)

- | | |
|---|---|
| <input type="checkbox"/> Advisory Committee for Persons with Disabilities | <input type="checkbox"/> Advisory Committee for Senior Citizens |
| <input type="checkbox"/> Animal Control Appeals Board | <input type="checkbox"/> Board of Canvassers |
| <input type="checkbox"/> Board of Review | <input type="checkbox"/> Board of Zoning Appeals |
| <input type="checkbox"/> Building Code Board of Appeals | <input type="checkbox"/> CATV Advisory Committee |
| <input type="checkbox"/> Charter Revision Committee | <input type="checkbox"/> Civil Service Commission Act 78 |
| <input type="checkbox"/> Downtown Development Authority | <input type="checkbox"/> Economic Development Corporation |
| <input type="checkbox"/> Election Commission | <input type="checkbox"/> Historical Commission |
| <input type="checkbox"/> Historic District Commission | <input type="checkbox"/> Library Board |
| <input type="checkbox"/> Liquor Committee | <input type="checkbox"/> Municipal Building Authority |
| <input type="checkbox"/> Parks & Recreation Board | <input checked="" type="checkbox"/> Personnel Board |
| <input type="checkbox"/> Planning Commission | <input type="checkbox"/> Retirement System Board of Trustees |
| <input type="checkbox"/> Traffic Committee | <input type="checkbox"/> Troy Daze Committee |

I wish to be reappointed

I do not wish to be reappointed F-1

**CITY OF TROY, MICHIGAN
APPLICATION FOR BOARDS AND COMMITTEES**

Thank you for your interest in serving on an Advisory Board or Committee. The purpose of this form is to provide the Mayor and City Council with basic information about residents considered for appointment. The application will be kept on file for two years.
(Please type or print)

Name: WILSON DEANE BLYTHE Date: 03/04/02
 Address: 3458 GRESHAM DR.
 City: TROY Zip: 48084
 Home Phone Number: 248-614-0011
 Employer: FORD MOTOR CO. - UAW/FORD NAT. PROGRAMS CTR.
 Address: 151 W. JEFFERSON AVE. ^{DET} 48232 Phone: 313-392-7122
 Are you a registered voter in the City of Troy? YES
 How long have you lived continuously in the City of Troy? 17 YEARS
 Have you ever been convicted for anything other than a minor traffic violation? NO

Number the Advisory Boards or Committees for which you would like to apply:
(in order of preference - 1 = First Choice, 2 = second Choice, etc.)

- | | |
|---|---|
| <input type="checkbox"/> Advisory Committee for Persons with Disabilities | <input type="checkbox"/> Advisory Committee for Senior Citizens |
| <input type="checkbox"/> Animal Control Appeals Board | <input type="checkbox"/> Board of Canvassers |
| <input type="checkbox"/> Board of Review | <input type="checkbox"/> Board of Zoning Appeals |
| <input type="checkbox"/> Building Code Board of Appeals | <input type="checkbox"/> CATV Advisory Committee |
| <input type="checkbox"/> Charter Revision Committee | <input type="checkbox"/> Civil Service Commission Act 78 |
| <input type="checkbox"/> Downtown Development Authority | <input type="checkbox"/> Economic Development Corporation |
| <input type="checkbox"/> Election Commission | <input checked="" type="checkbox"/> 1 Historical Commission |
| <input checked="" type="checkbox"/> 3 Historic District Commission | <input checked="" type="checkbox"/> 4 Library Board |
| <input type="checkbox"/> Liquor Committee | <input type="checkbox"/> Municipal Building Authority |
| <input type="checkbox"/> Parks & Recreation Board | <input checked="" type="checkbox"/> 2 Personnel Board |
| <input type="checkbox"/> Planning Commission | <input type="checkbox"/> Retirement System Board of Trustees |
| <input type="checkbox"/> Traffic Committee | <input type="checkbox"/> Troy Daze Committee |

I do not wish to be reappointed.

Professional Qualifications and/or Work Experience:

LABOR RELATIONS MANAGER - FORD MOTOR CO.
1969 - PRESENT

ADJUNCT PROFESSOR - WALSH COLLEGE 1998

Community Activities and/or Other Experience:

BOARD MEMBER - MACOMB LITERACY PROJECT (NOW MACOMB READING PARTNER) 1986-89

HEAD COACH - TROY YOUTH SOCCER LEAGUE - FALL 2000

SECRETARY - COMMUNITY RELATIONS COMMITTEE - FORD (CHESTERFIELD PLT.) 1985-1999

Educational Background:

BA - ECONOMICS - VIRGINIA TECH. UNIVERSITY 1969-

GRADUATE WORK - AMERICAN HISTORY - WAYNE ST. UNIVERSITY 1986
1992

GRADUATE WORK - BUSINESS - XAVIER UNIVERSITY - CINCINNATI OHIO
1970-1972

References (Please list name and address):

JOSEPH J. COMPS, 10296 HARPERS FERRY CT, WATTMOORE LAKE MI 4818

DWIGHT A. MITCHLER, 9554 SOUTHGATE DR., CINCINNATI, OHIO 4524

PAUL BARTKOWIAK, 22831 LAW, DEARBORN, MI 48124

Please indicate REASONS FOR DESIRING TO SERVE:

I enjoy and appreciate the opportunity to live in Troy.
- I want to give something back to the community. ~~want to~~

I want to -

- provide myself personal growth and new experiences
- in areas I have expertise - (Human Resources, American History, Book Collecting)
- More productively utilize my spare time.

Signature: _____

W.A. Blythe 3-5-02

**PLEASE RETURN THIS APPLICATION TO: TROY CITY CLERK'S OFFICE
500 W Big Beaver Road
Troy MI 48084**

RECEIVED
CITY OF TROY
CITY OF TROY, MICHIGAN
APPLICATION FOR BOARDS AND COMMITTEES

2002 MAR -6 PM 3:56

Thank you for your interest in serving on an Advisory Board or Committee. The purpose of this form is to provide the Mayor and City Council with basic information about residents considered for appointment. The application will be kept on file for two years.
(Please type or print)

Date: MARCH 6, 2002

Name: A. GEORGE BASMADJIAN

Address: 6512 DENTON DR.

City: TROY Zip: 48098

Home Phone Number: (248) 879-8637

Employer: RETIRED

Address: _____ Phone: _____

Are you a registered voter in the City of Troy? YES

How long have you lived continuously in the City of Troy? 3 1/2 YEARS

Have you ever been convicted for anything other than a minor traffic violation? NO

Number the Advisory Boards or Committees for which you would like to apply:
(in order of preference - 1 = First Choice, 2 = second Choice, etc.)

- | | |
|---|---|
| <input type="checkbox"/> Advisory Committee for Persons with Disabilities | <input type="checkbox"/> Advisory Committee for Senior Citizens |
| <input type="checkbox"/> Animal Control Appeals Board | <input type="checkbox"/> Board of Canvassers |
| <input type="checkbox"/> Board of Review | <input type="checkbox"/> Board of Zoning Appeals |
| <input type="checkbox"/> Building Code Board of Appeals | <input type="checkbox"/> CATV Advisory Committee |
| <input type="checkbox"/> Charter Revision Committee | <input type="checkbox"/> Civil Service Commission Act 78 |
| <input type="checkbox"/> Downtown Development Authority | <input type="checkbox"/> Economic Development Corporation |
| <input type="checkbox"/> Election Commission | <input type="checkbox"/> Historical Commission |
| <input type="checkbox"/> Historic District Commission | <input type="checkbox"/> Library Board |
| <input type="checkbox"/> Liquor Committee | <input type="checkbox"/> Municipal Building Authority |
| <input type="checkbox"/> Parks & Recreation Board | <input type="checkbox"/> Personnel Board |
| <input type="checkbox"/> Planning Commission | <input type="checkbox"/> Retirement System Board of Trustees |
| <input checked="" type="checkbox"/> Traffic Committee | <input type="checkbox"/> Troy Daze Committee |

I do not wish to be reappointed.

Professional Qualifications and/or Work Experience:

PROFESSIONAL ENGINEER - STATE OF MICHIGAN

RETIRED FROM CITY OF DETROIT AFTER WORKING AS A TRAFFIC ENGINEER FOR 34 YEARS. SERVED AS SUPERINTENDENT OF TRAFFIC ENGINEERING FOR 5 YEARS PRIOR TO RETIREMENT.

Community Activities and/or Other Experience:

MEMBER - ESD THE ENGINEERING SOCIETY

MEMBER - BOARD OF TRUSTEE - ARMENIAN CONG. CHURCH - SOUTHFIELD, MI.

Educational Background:

B.S.C.E. - WAYNE STATE U. - 1956

CERTIFICATE IN TRAFFIC ENGINEERING - YALE U. - 1960

MASTER OF URBAN PLANNING - WAYNE STATE U. - 1964

References (Please list name and address):

REV. DR. VAHAN H. TOOTIKIAN - ARMENIAN CONG. CHURCH OF GREATER DET.

26210 W. TWELVE MILE RD. - SOUTHFIELD, MI 48034

MRS. ARLENE ARAMIAN - 3640 FINCH RD, TROY MI 48084

Please indicate REASONS FOR DESIRING TO SERVE:

INTEREST TO SERVE A CITY WHICH HAS BEEN VERY

RESPONSIVE TO THE NEEDS OF ITS CITIZENS. I FEEL
MY BACKGROUND IN TRAFFIC ENGINEERING WOULD BE USEFUL
— IN SERVING ON THE TRAFFIC COMMITTEE AND CITIZENS OF TROY.

Signature: A. George Bowman

**PLEASE RETURN THIS APPLICATION TO: TROY CITY CLERK'S OFFICE
500 W Big Beaver Road
Troy MI 48084**

Troy City Clerks Office

500 West Big Beaver

Troy MI 48084

248 524-3316

March 14, 2002

TO: All recipients of the Boards and Committees Resume Book
FROM: Clerk's office
RE: Update process of Resume Book

We are in the process of verifying our records showing citizen interest in the Boards and Committees of the City of Troy.

Please **remove** the application and resume for the following person as he has responded that he is no longer able to serve in Troy, **or** they have not responded to our request for continuing interest to serving on a Troy Board or Committee, and their resumes are dated 1999 or before.

Diane Kasunic

Thank you.

Troy City Clerks Office

500 West Big Beaver

Troy MI 48084

248 524-3316

March 14, 2002

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Diane Kasunic

Thank you.

March 7, 2002

TO: The Honorable Mayor and City Council

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

Re: Bid Extension – Service Maintenance Contract For Irrigation Pumps And
Electrical/Mechanical Pump Control Components
Sylvan Glen Golf Course

RECOMMENDATION

The Parks and Recreation Department recommends extending the contract for irrigation pump maintenance service work with Pump, Pipe and Power Co., formerly NJK Associates, Inc., for one additional year. As per attached letter, Pump, Pipe and Power Company has agreed to the extension through January 22, 2003, under the same pricing, terms and conditions as the original service contract as follows:

Irrigation Pump Maintenance / Spring Tune-Up (2 hrs serviceman and service truck)	\$96.00
Repair Service, Minimum Service Call (1 hr serviceman and service truck)	\$56.00
On-Site Serviceman for Standard Service Including Additional Pump Station Maintenance (1 hr)	\$41.00
On-Site Laborer for Standard Service Including Additional Pump Station Maintenance (1 hr)	\$27.00
Shop Rate for Standard Service (1 hr)	\$35.00
Serviceman, On-Site Emergency Service Regular Time (1 hr)	\$41.00
Serviceman, On-Site Emergency Service Overtime (1 hr)	\$61.50
Laborer, On-Site Emergency Service (1 hr)	\$40.50
Shop Rate, Emergency Service (1 hr)	\$52.50
Serviceman, On-Site Holiday/Sunday Emergency Service (1 hr)	\$82.00
Laborer, On-Site Holiday/Sunday Emergency Service (1 hr)	\$54.00
Shop Rate, Holiday/Sunday Emergency Service (1 hr)	\$70.00
Service Truck (per call)	\$15.00
Fabrication Truck (per day)	\$55.00
Flat Bed Truck (per day)	\$30.00
Boom Truck (per day)	\$285.00
Excavator (per hour)	\$36.00
Pay Loader (per hour)	\$36.00
Parts	15% Markup

BUDGET INFORMATION

Funds are budgeted in the Sylvan Glen Greens, Contractor-Equipment Maintenance Account #785.7802.150.

MARKET SURVEY

A market survey was not deemed necessary, as the contract is service oriented and the Consumer Price Index (CPI) for labor has increased over the last six (6) years.

Prepared by: Marvin Ash, Superintendent of Greens

March 12, 2002

To: Honorable Mayor and City Council

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

Subject: Troy Racquet Club Rates

It is requested that Council approve the proposed 2002-03 rates for the Troy Racquet Club.

The attached letter from Don Pierce, Troy Racquet Club, requests approval of the hourly court time rates for the 2002-03 season. The rate schedule reflects a reduction for some hourly rates and an increase of \$1/hour for other rates. No increase is proposed for membership.

Background

The lease between the City of Troy and the Troy Racquet Club, LLC requires requests for rate changes be approved by the City Manager or the City Council. Rate change requests have historically been approved by Council.

Troy Racquet Club
c/o 801 W. Big Beaver Road, Suite 500
Troy, Michigan 48084
Telephone: (248) 362-1300
Facsimile: (248) 362-1358
e-mail: dpierce@dflaw.com

March 8, 2002

Ms. Carol Anderson, Supervisor
Department of Parks & Recreation
City of Troy
500 West Big Beaver Road
Troy, Michigan 48084

Re: Troy Racquet Club Rates for 2002/2003 Season

Dear Ms. Anderson:

Pursuant to the Lease between the City of Troy and Troy Racquet Club, LLC, we are required to submit requests for rate changes to the City of Troy. Section 7 requires that such requests must be approved by the City Manager or the City Council. In accordance with past practice, I am, therefore, submitting the rate increase request to your office for processing in the manner you deem appropriate.

Monday through Friday

<u>Time</u>	<u>Current Hourly Rate</u>	<u>Proposed Hourly Rate</u>
7 - 8 a.m.	\$21.00	\$18.00
8 - 9 a.m.	18.00	18.00
9 a.m. - 3 p.m.	23.00	24.00
3 - 4 p.m.	20.00	21.00
4 - 5 p.m.	23.00	24.00
5 - 6 p.m.	24.00	25.00
6 - 9 p.m.	27.00	28.00 (Fri. 26.00)
10 - 11 p.m.	20.00	18.00 (closed Fri.)

Saturday and Sunday

<u>Time</u>	<u>Current Hourly Rate</u>	<u>Proposed Hourly Rate</u>
7 - 8 a.m.	\$23.00	\$24.00
8 a.m. - 5 p.m.	26.00	27.00
5 p.m. to close	22.00	23.00

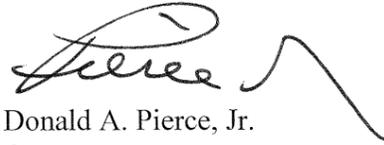
We plan to maintain the membership rates at the current level, with no increase. Troy resident membership fees are:

Individual	\$ 90.00
Family	135.00
Junior	30.00

Non-residents pay 50% more for memberships than Troy residents do.

I would appreciate your processing this request as soon as convenient. If you have any questions, please call me.

Very truly yours,



Donald A. Pierce, Jr.
Owner

DAP/jd

**APPROVED
CITY OF TROY**

By: _____ (sign)
_____ (print)

March 11, 2002

TO: The Honorable Mayor and City Council

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

SUBJECT: Request for Approval of Purchase Agreement
The Ahmadiyya Movement in Islam, Inc.
Proposed I-75/Long Lake Interchange
Sidwell #88-20-16-200-002

As part of the proposed I-75/Long Lake Interchange Project, an agreement has been reached with The Ahmadiyya Movement in Islam, Inc. to purchase property on the south side of Long Lake Road between I-75 and Carlson Park Subdivision in Section 16. Based on an appraisal prepared by Jay L. Messer and Donald J. Passalacqua, from Integra Dean Appraisal Company, and a review of other purchase agreements, staff believes that \$1,357,000 is a justifiable value for this 6.67 acre parcel.

The owners of this parcel have found another site to purchase and need City Council's approval of this sale before they can proceed with the acquisition of the replacement property. We have received approval from the State of Michigan to acquire this parcel prior to the completion of the project design and still have the purchase included as part of the project. This action will prevent the development of this parcel and the associated increased costs.

In order for the City to proceed with the acquisition of this parcel, staff requests that City Council approve the attached Purchase Agreement with The Ahmadiyya Movement in Islam, Inc. in the total amount of \$1,357,000, plus closing costs. Funding for this project is contained in the Capital Projects Fund for the I-75/Long Lake Interchange.

cc: Steve Vandette, City Engineer

CITY OF TROY
AGREEMENT TO PURCHASE REALTY
FOR PUBLIC PURPOSES

The CITY OF TROY (the "Buyer"), agrees to purchase from The Ahmadiyya Movement in Islam, Inc., an Illinois Non-Profit Corporation (the "Sellers"), the following described premises (the "Property"):

The East 484.00 feet of the North 660.00 of the following described parcel:

Part of the North 1/2 of Section 16, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. Beginning at the North 1/4 Corner of said Section 16; thence South, along the North and South 1/4 line, also being the Easterly Line of I-75 Highway, to the Center of said Section 16; thence South 87 degrees 15 minutes 00 seconds East, 1461.86 feet, along the East and West 1/4 line of said Section 16; thence North 03 degrees 23 minutes 56 seconds East, 330.00 feet; thence South 87 degrees 15 minutes 00 seconds East, 165.00 feet; thence North 03 degrees 23 minutes 56 seconds East, 1740.63 feet; thence North 87 degrees 13 minutes 56 seconds West, 726.35 feet; thence North 03 degrees 06 minutes 25 seconds East 668.00 feet; thence North 87 degrees 13 minutes 56 seconds West to the point of beginning.

Except the North 60.00 feet taken for Long Lake Road. Containing 290,395 Sq. Ft. or 6.67 acres, more or less.

for a public project within the City of Troy and to pay the sum of One Million, Three Hundred Fifty Seven Thousand, (\$1,357,000.00) Dollars under the following terms and conditions:

1. Seller shall assist Buyer in obtaining all releases necessary to remove all encumbrances from the property so as to vest a marketable title in Buyer.
2. Seller shall pay all taxes, prorated to the date of closing, including all special assessments, now due or which may become a lien on the property prior to the conveyance.
3. Seller shall deliver the Warranty Deed upon payment of the purchase money by check drawn upon the account of the City of Troy.
4. Buyer shall, at its own expense, provide title assurance information to the Buyer, and the Seller shall disclose any encumbrances against the property.
5. This Agreement is binding upon the parties and closing shall occur within thirty (30) days of the date that all liens have been released and encumbrances have been extinguished to the satisfaction of the Buyer, unless extended by agreement of the parties in writing. It is further understood and agreed that this period of time is for the preparation and authorization of purchase money.
6. Buyer shall notify the Seller immediately of any deficiencies encumbering marketable title, and Seller shall then proceed to remove the deficiencies. If the Seller fails to remove the deficiencies in marketable title to Buyer's approval, the Buyer shall have the option of proceeding under the terms of this Agreement to take title in a deficient condition or to render the Agreement null and void, and any deposit tendered to the Seller shall be returned immediately to the Buyer upon demand.

7. The Buyer will assume all responsibility and liability for environmental concerns and cleanup, if necessary, on this property,

8. Seller acknowledges that this offer to purchase is subject to final approval by Troy City Council.

9. Seller grants to Buyer temporary possession and use of the property commencing on this date and continuing to the date of closing in order that the Buyer may proceed with the public project.

10. Additional conditions, if any:

Transaction shall close by 3:00 p.m. April 10, 2002. Time being of the essence.

SELLER HEREBY ACKNOWLEDGES THAT NO PROMISES WERE MADE EXCEPT AS CONTAINED IN THIS AGREEMENT.

IN WITNESS WHEREOF, the undersigned hereunto affixed their signatures this 7th day of March, A.D. 2002.

In presence of:

CITY OF TROY (BUYER)

Patricia A. Pettit

Patricia A. Pettit

Donald A. Pettit

SELLERS:

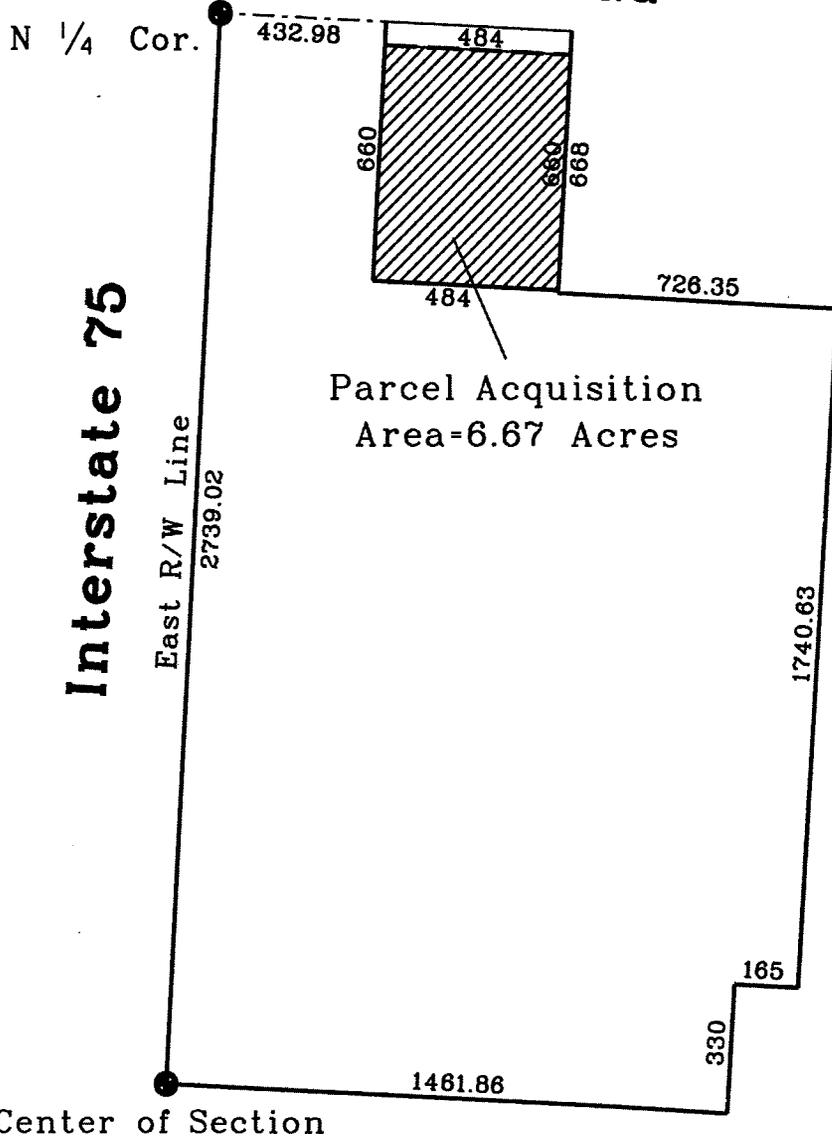
AHMADIYYA MOVEMENT IN ISLAM, INC.

Nasir M. Malik 3/7/02
Nasir M. Malik, President

Long Lake Road

Sketch of Parcel Acquisition

Sidwell * 88-20-16-200-002



Prepared By:
George J. Ballard III, P.S.
City of Troy
Land Surveyor
Date: 8-14-01

March 13, 2002

TO: The Honorable Mayor and City Council
FROM: John Szerlag, City Manager
SUBJECT: Sister City Exchange Program

One of our fine residents and businessmen, Mr. Kamal Shouhayib, arranged for local dignitaries of his hometown in Aley, Lebanon to visit the city of Troy. This occurred in December of 2000 and we had a pleasant and functional dialogue on a wide range of issues. Most importantly, new friendships were forged.

Realizing the importance of global connectivity, Council asked staff to obtain information on the Sister Cities International organization for reason of becoming a member. The attached memorandum from Community Affairs Director Cindy Stewart delves into the matter and Resolution A authorizes Troy to be a member of Sister Cities International.

Mr. Shouhayib has requested that Troy also pass a resolution indicating that Aley, Lebanon be our first sister city. Kamal also indicates that it would be nice to have a contingent from Troy visit Aley, Lebanon some time this summer. As such, Resolution B indicates that Troy will begin arrangements to officially have Aley, Lebanon as its sister city.

The State Department has issued a travel warning for this region, which includes Lebanon and Israel. To this end, Resolution C indicates that Troy will partner with Aley, Lebanon in the Sister Cities program but travel arrangements will be held in abeyance at this time.

JS/mr\2002\To M&CC\Aley, Lebanon

c: Kamal Shouhayib
Cindy Stewart
John Lamerato

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
John Lamerato, Asst. City Manager/Finance
Cindy Stewart, Community Affairs Director

RE: Sister City Exchange Program

DATE: March 13, 2002

We have looked into establishing a Sister City relationship for the City of Troy with a City in another country. Membership fees for Sister Cities International (SCI), the international organization to assist cities, counties, territories and international communities organize and establish meaningful and lasting global connections, can be included in the covered in the current budget. Annual SCI membership fees for Troy (based on population) would be \$525 for 2002 and increase to \$575 for 2003. Only dues-paying members in good standing with Sister Cities International will have their sister city partnerships formally recognized by SCI.

As a member of Sister Cities International, membership benefits would include

- The ability to instantaneously send e-mail and translate documents in seven different languages, with more to be added in the near future
- For the first time ever, direct access to one of the most advanced and innovative "search engines" for foundations, corporations and government grants.
- The ground breaking capability to report, track and compile sister cities program information throughout the world
- Entry to the only Web site with the power to report, track and compile the tools and techniques, which promote outstanding sister city programs, including fundraising, publications and capacity building for local programs
- Finally collected in one place, information about partnerships with schools, business groups, service organizations and other community based international organizations
- Landmark entry to detailed community profiles and contact information for "Member Communities" and "Cities Seeking Sister Cities"
- Opportunity to purchase online discounted supplemental medical insurance when traveling abroad
- Eligibility for all SCI-managed grants
- Subscription to all SCI publications, including bi-monthly issues of *Sister Cities News* and the *Report to the Membership*, the annual Membership Directory and instructional guides covering all aspects of local program development
- Processing of IAP-66 applications for J-1 visas for secondary school exchange programs at a rate 80% less than other companies
- Eligibility to send voting delegates to the SCI Annual Conference and the ability to participate in all aspects of SCI growth and development
- Opportunity to participate in the SCI Annual Awards Program and the SCI Young Artist Program

According to SCI, to maintain excellent, two-way communication and to keep the program active, it is important that cities meet at least every other year to develop a Plan of Understanding about what they plan for their partnership, including frank discussions about areas of interest, realities of budgets and other important details in carrying out proposed exchanges or projects.

There are a variety of low-cost exchanges that should occur every year, even if it is not possible to have a physical exchange of people: an annual "state of the city" letter between the two mayors; exchange of the city annual reports and city plans by officials at city hall; exchanges of student artwork or letters; and periodic exchanges of interesting newspaper articles about our community.

Suggested Resolution

Resolution #2002-

Moved by

Seconded by

RESOLVED, That the City of Troy will join Sister Cities International (SCI) and pay the annual SCI membership fees (based on population) of \$525 for 2002 and increase to \$575 for 2003.

Yes:

No:

Suggested Resolution

Resolution #2002-

Moved by

Seconded by

RESOLVED, That the City of Troy will exchange with Aley, Lebanon as their first Sister City partnership.

Yes:

No:

Suggested Resolution

Resolution #2002-

Moved by

Seconded by

RESOLVED, That the City of Troy will exchange with Aley, Lebanon as their first Sister City partnership, but hold all travel plans in abeyance until further notice.

Yes:

No:



Current Travel Warnings

Travel Warnings are issued when the State Department recommends that Americans avoid a certain country. The countries listed below are currently on that list. In addition to this list, the State Department issues Consular Information Sheets for every country of the world with information on such matters as the health conditions, crime, unusual currency or entry requirements, any areas of instability, and the location of the nearest U.S. embassy or consulate in the subject country.

Afghanistan - 2/28/02
Liberia - 2/26/02
Iran - 1/30/02
Pakistan - 1/30/02
Algeria - 12/11/01
Israel, the West Bank and Gaza - 12/7/01
Yemen - 12/3/01
Macedonia - 11/29/01
Indonesia - 11/23/01
Central African Republic - 11/8/01
Solomon Islands - 11/8/01
Sudan - 10/5/01
Tajikistan - 9/26/01
Sierra Leone - 8/20/01
Iraq - 7/20/01
Libya - 6/6/01
Guinea-Bissau - 4/30/01
Colombia - 4/17/01
Bosnia & Herzegovina - 4/13/01
Democratic Republic of Congo - 4/11/01
Somalia - 2/16/01
Federal Republic of Yugoslavia - 2/13/01
Burundi - 12/7/00
Angola - 9/8/00
Lebanon - 8/28/00
Albania - 6/12/00
Nigeria - 4/7/00

Current Public Announcements

The State Department issues Public Announcements to disseminate information quickly about terrorist threats and other relatively short-term conditions that pose significant risks or disruptions to Americans. The current Public Announcements are listed below. In addition to this list, the State Department issues Consular Information Sheets for every country of the world with information on such matters as the health conditions, crime, unusual currency or entry requirements, any areas of instability, and the location of the nearest embassy or consulate in the subject country.

India: issued - 2/28/02, expires - 3/28/02
Argentina: issued - 2/28/02, expires - 5/29/02
Madagascar: issued - 2/27/02, expires - 5/31/02
Colombia: issued - 2/22/02, expires - 5/21/02
Gabon and Republic of Congo Border Region: issued - 2/15/02,

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
John M. Lamerato, Assistant City Manager/Finance & Admin.
Cindy Stewart, Community Affairs Director

SUBJECT: Youth Council

DATE: March 12, 2002

At a March City Council Meeting, Lusi Fang (Troy High Senior & student rep to CATV Committee) and Jordan Keoleian (Athens High Senior and student rep to Planning Commission) presented information regarding the formation of a Troy Youth Council. They have gathered information from the National League of Cities, Michigan Municipal League and other local cities. We have supporting information from Farmington, Southfield, Trenton and Detroit.

The Troy Youth Council's mission would be to provide Troy youth with a means to communicate with City Council and the community and to actively address youth needs and issues. Specific topics could include law enforcement (students working closely with Community Services Section of the Police Department); special events (Troy Daze, Jam Fest, Summer Concerts, MLK Day, Tree Lighting, Community Kaleidoscope) – in order to get a better youth participation; recreation; voting; summer job promotions; and a resource for youth volunteers. They could also partner with other local organizations (COTHA, Leadership Troy, Troy Daze Committee, etc).

The students would like to move ahead with recruiting students from Troy High, Athens High, Niles and the International Academy. They will also submit bylaws at a later date for your approval. Our Parks & Recreation Department is in the process of forming two Teen Recreation Committees (High School and Middle School). After an initial meeting, it was agreed that this committee would be an offshoot of the Troy Youth Council. The student reps from our other City Boards and Committees would also be able to offer information related to the specific committees they serve.

City administration recommends the formation of a Troy Youth Council. This project would be an excellent means to mentor future community leaders to better understand the local government process.

Suggested Resolution

Resolution #2002-

Moved by

Seconded by

RESOLVED, That the City of Troy will support the formation of a Troy Youth Council and directs staff to assist the students in this endeavor.

Yes:

March 13, 2002

TO: The Honorable Mayor and City Council

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

SUBJECT: Inequitable Distribution of Proposed Diesel Fuel Tax Increase

Within the next week, the Michigan House Transportation Committee in Lansing will vote on a package of legislation (HB 5733, HB 5734, HB 5735, HB 5736) to increase the diesel fuel tax from 15 cents to 19 cents per gallon. Under these bills, the bulk of the revenue from this tax increase would go to MDOT for the repair and rehabilitation of state roads on the National Highway System, estimated at \$8,632,800. Cities and Villages would receive only \$670,000 statewide for repair of bridges on the National Highway System.

Traditionally, the revenues from the diesel fuel taxes and the gasoline tax are deposited in the Michigan Transportation Fund (MTF) and then distributed to MDOT, counties, cities and villages using the distribution formula in 1951 PA 51. Under the Act 51 formula, 39.1% of revenues from taxes on motor fuels are distributed to MDOT to fund construction and repair of state highways; another 39.1% of revenues from taxes on motor fuels are distributed to counties to fund county road improvements and maintenance; and 21.8% of revenues from taxes on motor fuels are distributed to cities and villages for local road needs.

The City of Troy's share of these dollars would be \$112,380.64. Under the Governor's plan the City of Troy would receive \$8,721.97 or a loss of \$103,658.67.

Staff recommends opposing the diesel tax package unless the revenue is distributed in an equitable fashion to all road agencies, via the Act 51 formula.

Attached is a resolution addressing City's concerns with the proposed diesel fuel tax distribution formula that is backed by the Governor.

March 13, 2002

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
John M. Lamerato, Assistant City Manager/Finance & Administration
Mary F. Redden, Office Coordinator

SUBJECT: Council Member Kaszubski's Request for the Formation of an
Ethnic Community Issues Advisory Committee

At the March 4, 2002 City Council meeting Council Member Tom Kaszubski requested the formation of a new committee to address Troy's cultural diversity. Attached is a list of some goals and objectives of the proposed committee.

Should this committee be formed Community Affairs and the City Manager's Office will provide staff liaisons. Mr. Kaszubski indicated his wish is for this committee to consist of nine members rotating two- or three-year terms.

MaryRed/2002\To M& CC Re Formation of Ethnic Community Issues Advisory Committee

c: Cindy Stewart, Community Affairs Director

ETHNIC COMMUNITY ISSUES ADVISORY COMMITTEE

Mission Statement

Goals and Objectives

In concurrence with the City of Troy Council goal of harmonious relationships and open communication within the community, an Ethnic Community Issues Advisory Committee has been established on ____ day of _____, 2002.

The goals and objectives of the Committee will include the following:

- Develop and understanding among diverse races and ethnic groups in the City of Troy.
- Improve the climate of communication among all ages and races through the various activities that promote cultural diversity.
- Share unique characteristics of ethnic groups that include ways in which gender, age and economic differences are viewed.

March 12, 2002

TO: Honorable Mayor and City Council

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

SUBJECT: 1. Request for Authorization to Make Unconditioned Offers to Purchase Right of Way for Maple Road Widening, Coolidge to Eton
Project No. 92.202.5
2. Request for Authorization for City Attorney to Institute Court Action if Necessary

After several conversations with the property owners, it has been determined that in order to meet the right of way certification deadline and proceed with the Maple Road Widening project from Coolidge to Eton, it is necessary for City Council to take action to approve the following unconditioned offers:

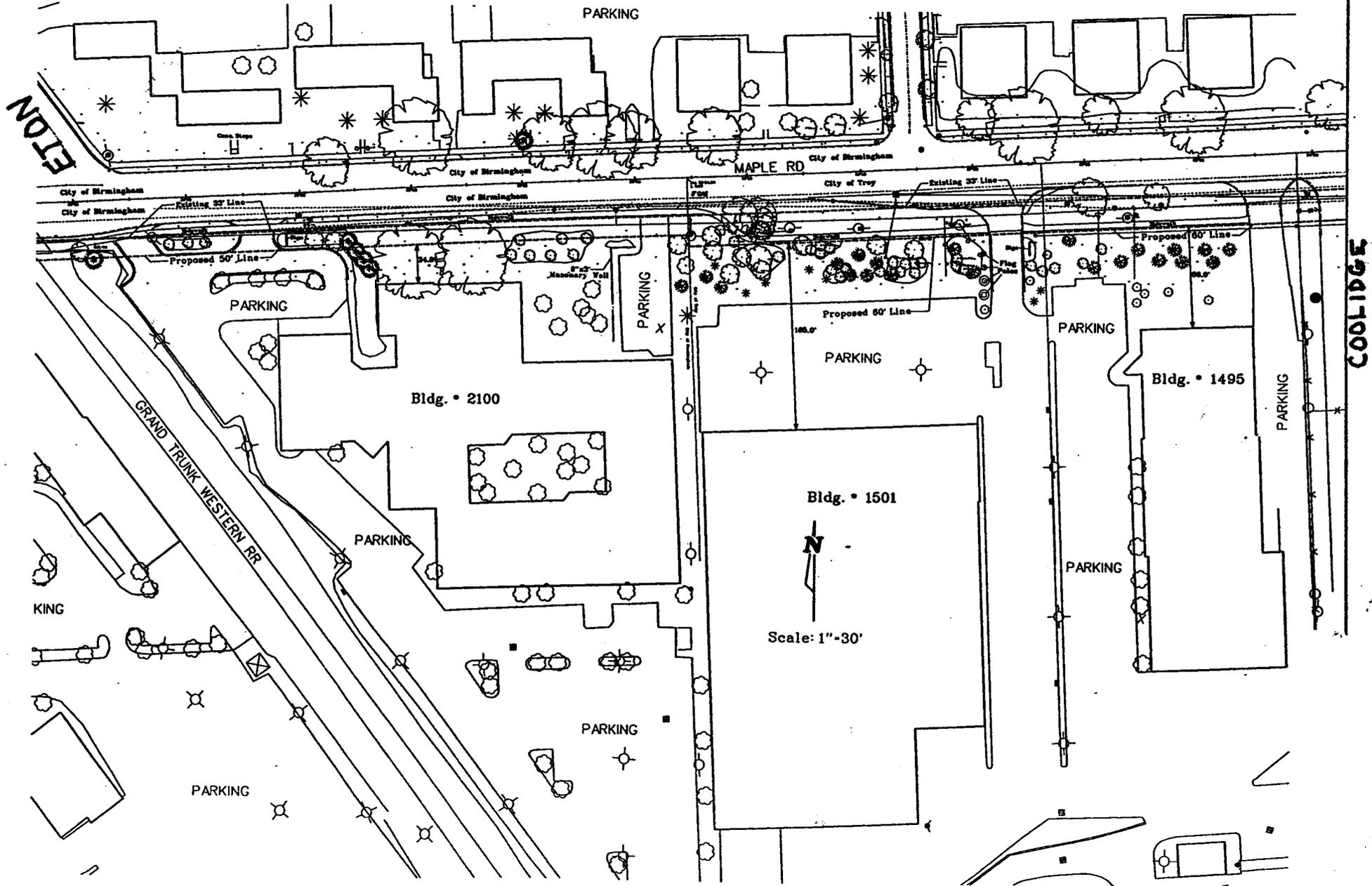
<u>Sidwell</u>	<u>Owner</u>	<u>Appraised Value</u>
31-202-001	2100 East Maple Road, LLC	\$167,571.75
31-226-010	2100 East Maple Road, LLC	\$66,492.96
31-226-009	Maple Lane Acquisition Limited Liability Company	\$91,617.14

The eastern most parcel (Sidwell 31-202-001) is located in the City of Birmingham. Based on agreements with Birmingham, the City of Troy agreed to acquire all of the properties for this project since they were under a single ownership and Birmingham would then reimburse the City of Troy for all costs associated with the appraisal process and pay for the cost of the property acquired.

The unconditioned offers will be for the same amount as the appraisals that were prepared by Jay L. Messer and Thomas H. Chuba, from Integra Dean Appraisal Company.

Therefore, it is requested that City Council authorize the unconditioned offers listed above. It is also requested that City Council authorize the City Attorney to take whatever action is necessary and to expend the needed funds to acquire this parcel. Funding for this project is contained in the Major Roads Budget.

MAPLE ROAD WIDENING
COOLIDGE TO ETON
PROJECT NO. 92.202.5





March 14, 2002

TO: MAYOR AND MEMBERS OF COUNCIL

FROM: JOHN SZERLAG, CITY MANAGER
GARY SHRIPKA, ASSISTANT CITY MANAGER-SERVICES
MARK STIMAC- BUILDING AND ZONING DIRECTOR
LORI GRIGG BLUHM, CITY ATTORNEY

RE: PROPOSED AMENDMENT-CONSENT JUDGMENT- MERITOR

The City has been approached by David Nelson, on behalf of his tenants at the Cambridge Crossings development. As you are aware, a consent judgment was entered on May 10, 1999, after a protracted litigation.

Pursuant to the terms of the consent judgment, "the maximum gross floor area of retail building space shall not exceed 232,000 square feet, of which no more than 20% may be "places of assembly." The judgment further provides that "Some of the retail space allowed by this paragraph may be used for outside sales, but total retail sales on Parcel A shall not exceed 232,000 square feet." (Paragraph 4 of consent judgment)

Although David Nelson represents that outdoor dining was discussed during the negotiations, the issue is not expressly addressed in the consent judgment. However, under Chapter 39, Section 21.25.02, the Building Department has the discretion to permit up to 20 outdoor dining seats per establishment, subject to special conditions. Nelson has presented a proposed amendment to the consent judgment (attached) that would allow the tenants at Cambridge Crossings to qualify for outdoor dining provisions.

The attached proposed consent judgment also addresses a request, on behalf of Wal-Mart, for up to 4,272 square feet of "seasonal" outdoor sales area. In support of their request, Wal-Mart argues that the City of Troy Board of Zoning Appeals grants K-Mart a variance each year for a seasonal outdoor sales area of 1,140 square feet. The proposed consent judgment language contains a durational limit for the proposed outdoor sales, from April 1 to July 31.

Both of these revisions are included in the proposed amendment to the consent judgment between the City of Troy and Meritor Automotive, Inc., and the Nelson Companies, Inc., which is attached for your consideration and review.

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

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

MERITOR AUTOMOTIVE, INC., a Delaware corporation, and THE NELSON COMPANIES, INC., a Michigan corporation,

Case No. 94-487484-CZ

v

Hon. D. Langford Morris

CITY OF TROY, a Michigan municipal corporation,

Adam Fishkind (P56806)
DYKEMA GOSSETT PLLC
Attorneys for Plaintiff
39577 Woodward Avenue
Suite 300
Bloomfield Hills, Michigan 48304
(248) 203-0749

Lori Grigg Bluhm (P46908)
City Attorney
Attorney for City of Troy
500 W. Big Beaver Road
Troy, Michigan 48084
(248) 524-3323

STIPULATION AND ORDER AMENDING CONSENT JUDGMENT

The parties, through their respective counsel, hereby Stipulate and Agree to amend the Consent Judgment dated May 10, 1999 as set forth below:

WHEREAS, on May 10, 1999, Meritor Heavy Vehicle Systems, LLC, a wholly owned subsidiary of Meritor Automotive, Inc. (collectively “Meritor”), The Nelson Companies Incorporated (“Nelson”) and the City of Troy (“Troy”) entered into a certain consent judgment (the “Consent Judgment”);

WHEREAS, pursuant to the Consent Judgment, the parties agree that Parcel A (as described in the Consent Judgment) may be developed, used and occupied for the purposes now set forth in Article XXI, B-2" Community Business District within the meaning of Chapter 39, Section 21.00.00 et seq. of the Troy City Code, except as specifically modified by the terms of the Consent Judgment;

WHEREAS, as contemplated in the Consent Judgment, Nelson’s assignee, Cambridge Crossing Shops #1, LLC (“Cambridge Crossing”) acquired Parcel A from Meritor and has begun to develop Parcel A into a retail shopping center as permitted by the Consent Judgment;

WHEREAS, in connection with the development, Cambridge Crossing determined that it would be beneficial to the shopping center, its tenants and customers to permit various seasonal uses of portions of Parcel A as set forth herein;

WHEREAS, Troy and Cambridge Crossing agree that such outdoor uses will in some cases cause (i) the parking ratio for Parcel A to be reduced or (ii) parking in specific areas to temporarily be suspended. However, in order to facilitate the development of Parcel A, and to permit contemplated outdoor uses of portions of Parcel A, Cambridge Crossing and Troy desire to amend the Consent Judgment as set forth herein;

AND WHEREAS, this Court has retained jurisdiction over this action, including any matters arising out of the performance of the Consent Judgment:

IT IS HEREBY STIPULATED AND AGREED that the May 10, 1999 Consent Judgment is hereby amended as follows:

It is therefore ordered, adjudged, and declared as follows:

1. The Consent Judgment is hereby amended to add the following provisions to Section 4.A:

Notwithstanding the foregoing, Parcel A may be used for the following seasonal uses and such uses shall not be deemed to cause the retail building space to exceed 232,000 square feet so long as the conditions required below are satisfied:

- (I) Outdoor Seasonal Sales Areas for Retail 2 (a/k/a Wal-Mart leased space):
 - (a) The sidewalk area in front of the building on Parcel A described on Exhibit "A" attached hereto (the "Outdoor Seasonal Sales Area") may be used for the sale and display of seasonal merchandise such as flowers, plants, mulch and similar garden supplies ("Seasonal Merchandise") subject to the following conditions:
 - (i) Seasonal Merchandise displayed outside a building shall be displayed only on the Outdoor Seasonal Sales Areas.
 - (ii) The Outdoor Seasonal Sales Areas shall be used only during the time period of April 1 through July 31 each year.
 - (iii) A corral style fence shall be provided so as to delineate the Outdoor Seasonal Sales Areas from the balance of the sidewalk located adjacent to the building on Parcel A.
 - (iv) All Seasonal Merchandise and fences and/or barriers shall be removed from the Outdoor Seasonal Sales Areas on or before July 31 of each year.
 - (b) Since the Outdoor Seasonal Sales Areas will be used only on a temporary, seasonal basis, Troy has agreed to waive any additional parking required due to the use of the Outdoor Seasonal Sales Areas and the related reduction in the parking ratio for Parcel A.
- (II) Outdoor Seasonal Seating Areas:
 - (a) The outside portions of Parcel A described on Exhibit A, attached, (the Outdoor Seasonal Seating Areas) may be used for outdoor seating areas for

restaurants or other food service establishments subject to the following conditions:

- (1) The total seats available in the Outdoor Seasonal Seating Areas shall be limited to one hundred (100) seats in the aggregate. The aggregate square footage of the Outdoor Seasonal Seating Area shall not exceed 1,700 square feet. Subject to subparts (ii) and (iii) below, Cambridge Crossing shall determine how many seats in the Outdoor Seasonal Seating Area shall be allocated to each restaurant or food service establishment.
 - (ii) If a restaurant or other food service establishment to be located on Parcel A proposes to use a portion of the Outdoor Seasonal Seating Areas for twenty (20) seats or less, such use of that portion of the Outdoor Seasonal Seating Area shall be permitted subject to the conditions set forth in Section 21.25.02 of the Troy City Code. Additionally, for the purpose of Section 21.25.02(A), Troy and Cambridge Crossing contemplate that a fence substantially similar to that shown on Exhibit "C" will be used to delineate the Outdoor Seasonal Seating Areas.
 - (iii) If a restaurant or other food service establishment to be located on Parcel A proposes to use a portion of the Outdoor Seasonal Seating Areas for more than twenty (20) seats, such use of that portion of the Outdoor Seasonal Seating Area shall be permitted subject to the conditions set forth in Chapter 39, Section 21.30.05 of the Troy City Code. Additionally, for the purpose of Chapter 39, Section 21.30.05(B), Troy and Nelson contemplate that a fence substantially similar to that shown on Exhibit "C" will be used to delineate the Outdoor Seasonal Seating Areas.
- (b) Cambridge Crossing and Troy acknowledge that the creation of the Outdoor Seasonal Seating Areas may cause the parking ratio for Parcel A to be reduced during the time periods when the Outdoor Seasonal Seating Areas are in use. Since the Outdoor Seasonal Seating Areas will be used during a limited portion of the calendar year when parking at retail shopping centers is not generally a concern, Troy has agreed to waive any additional parking that may otherwise be required due to the use of the Outdoor Seasonal Seating Areas or by Sections 21.25.02 or 21.30.05 of the Troy City Code.
 - (c) Further, Troy acknowledges that the Outdoor Seasonal Seating Areas is located on a portion of the sidewalk area that was specifically designed for outdoor seating for restaurants and other food service establishments. Thus, Troy consents to the reduction of any sidewalk areas and/or landscape areas, as contemplated herein, and agrees that the Outdoor Seasonal Seating Areas

area shall be considered landscaped area for the purposes of calculating the landscape requirements set forth in the Consent Judgment.

2. Except as specifically provided in this First Amendment to Consent Judgment the Consent Judgment dated May 10, 1999, shall otherwise remain in full force and effect and without modification.

APPROVED AS TO FORM AND CONTENT

CAMBRIDGE CROSSINGS SHOPS #1, LLC

By: _____

Its: _____

CITY OF TROY:

By:

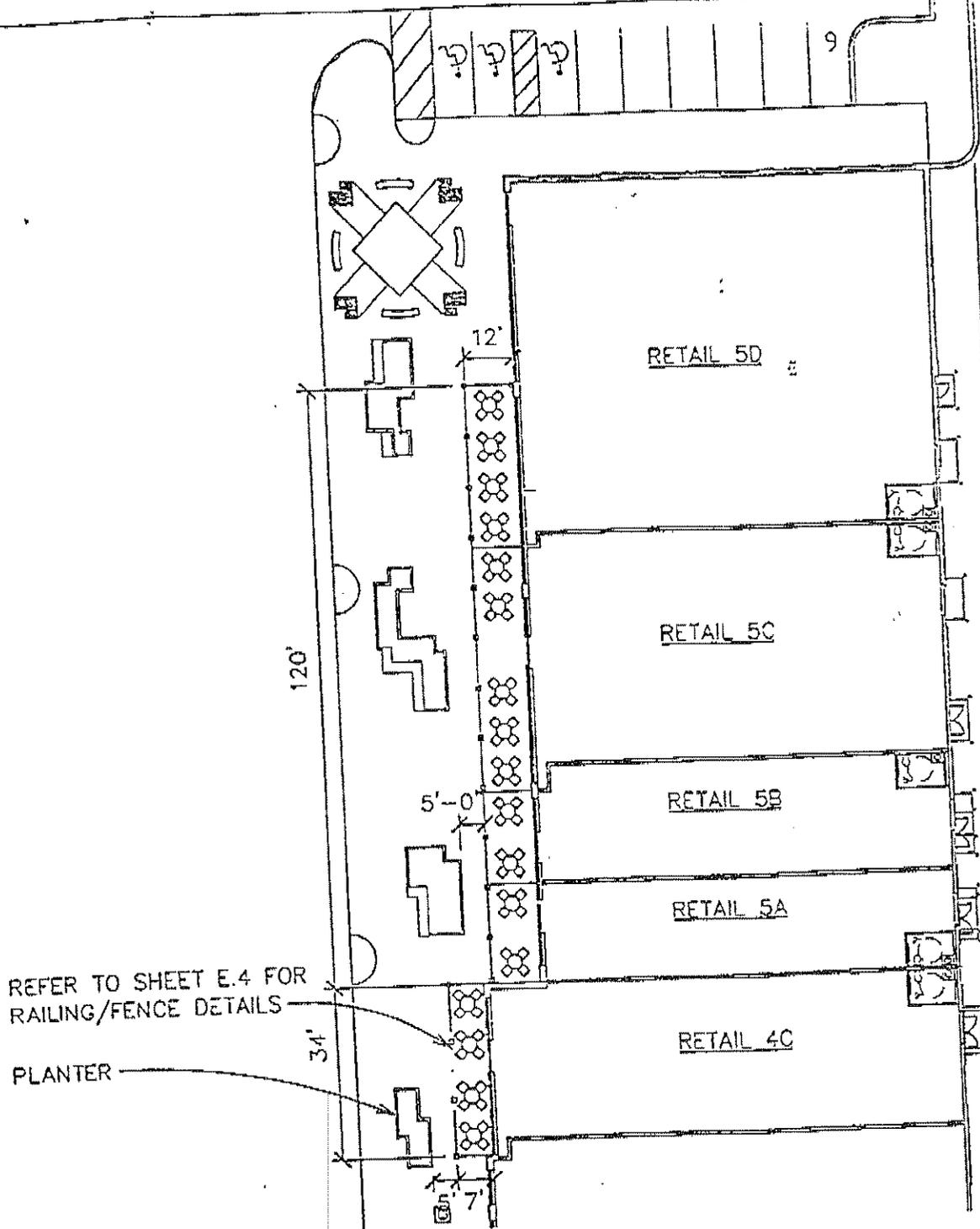
Matt Pryor, Mayor

By:

Tonni Bartholomew, City Clerk

IT IS SO ORDERED:

Circuit Court Judge



NOTE:
 PROPOSED AREA OF EXTERIOR SEATING. SEATING AREA LAYOUT IS FOR DEMONSTRATION PURPOSES ONLY. FINAL NUMBER OF SEATS TO BE IDENTIFIED BY TENANT.

THE NELSON COMPANIES
 CAMBRIDGE CROSSINGS
 TROY, MI

HARLEY ELLIS

3150 North
 Elm St
 Southfield, MI
 48034-2011

ISSUED
 7/25/01 ADD 1
 98103
 JOB NO.

EXHIBIT "B"

NORTH

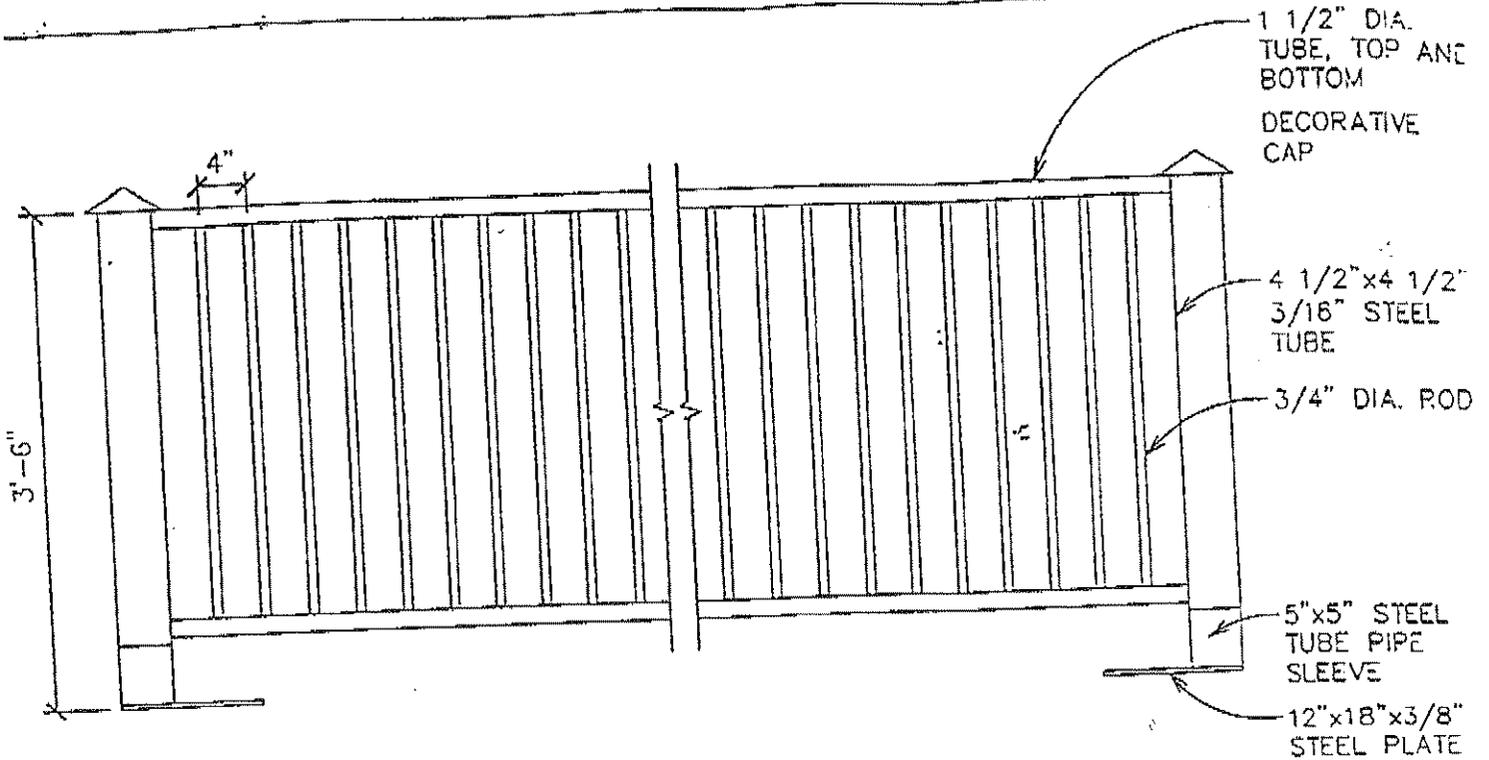


DETAIL PLAN

SCALE: 1/32" = 1'-0"

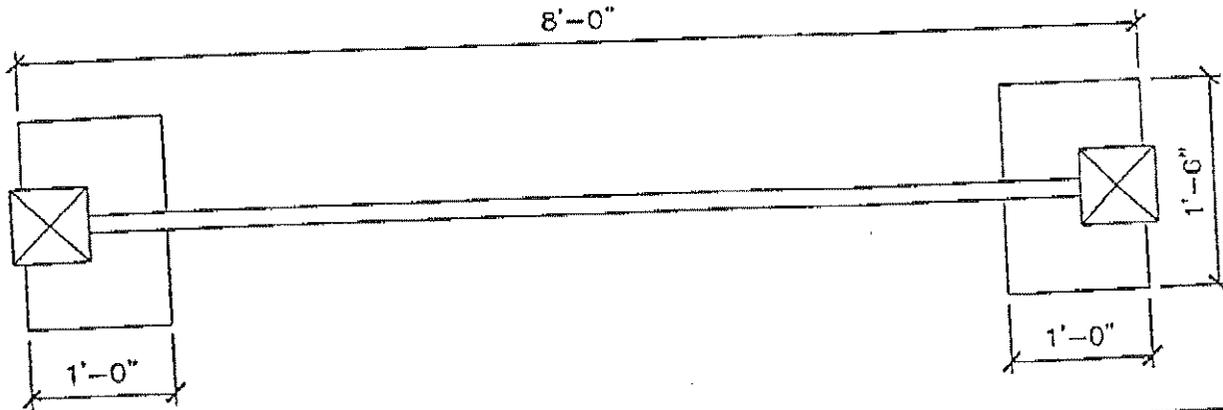


52' 64' 120'



RAILING ELEVATION

SCALE: 3/4" = 1'-0"



NOTE:

GRIND ALL WELDS SMOOTH
PRIME AND PAINT ALL EXPOSED SURFACES

THE NELSON
COMPANIES
CAMBRIDGE
CROSSINGS
TROY, MI

HARLEYELLIS

3000 Northway
Suite 100
Cambridge, Michigan
48104-1122
AutoCAD 2000
PLOT: 7/25/01 09:00
www.harleyellis.com

ISSUED
7/25/01 ADD 1 R
98103
JOB NO.

RAILING PLAN

SCALE: 3/4" = 1'-0"



EXHIBIT "C"



3/14/02

TO: MAYOR AND MEMBERS OF CITY COUNCIL
FROM: LORI GRIGG BLUHM, CITY ATTORNEY *LSB*
RE: AGREEMENT CONCERNING P.F. CHANG'S LIQUOR LICENSE

Enclosed please find a proposed agreement that requires the placement of the P.F. Chang's China Bistro's liquor license in escrow with the Troy Police Department for a three day (Wednesday, Thursday, Friday) period. Also enclosed please find a copy of the February 25, 2002 City Council minutes pertaining to the agreement. Kelly Allen, the attorney representing P.F. Chang's China Bistro, has also submitted a letter for your consideration.

The agreement requires the surrender of the license to be on a Wednesday, Thursday, and Friday during the month of March 2002. By requiring the escrow period to be in March, this protects the City, so that in the unlikely event that the license was not surrendered voluntarily by P.F. Chang's, the City could still pass a resolution objecting to the automatic renewal of the liquor license and forward it to the MLCC prior to the March 31, 2002 deadline.

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

AGREEMENT

The parties to this Agreement, being the City of Troy, Michigan (the "City") and P.F. Chang's China Bistro, Inc. ("P.F. Chang's"), 2801 W. Big Beaver Road, Troy, Michigan, hereby agree as follows:

Pursuant to certain findings by the City at the public hearing held on February 25, 2002, concerning uncontested liquor violations committed by P.F. Chang's on October 5, 2001 and November 1, 2001, P.F. Chang's will voluntarily place its Class C liquor license in escrow with the City's Police Department.

The period of escrow for the Class C license will last for three consecutive calendar days, specifically a Wednesday, Thursday, and Friday, in March 2002 (the "Escrow Period").

After the close of the Escrow Period, City's Police Department shall return the Class C license to P.F. Chang's in time for the commencement of business on the Saturday immediately following the Escrow Period.

P.F. Chang's will remain open for business during its regular and customary hours during the Escrow Period. P.F. Chang's agrees that no alcoholic beverages will be sold or served on its premises during the Escrow Period.

In consideration for P.F. Chang's voluntary placement of its Class C license into escrow as described herein, the City shall not object to the renewal of said license by the Michigan Liquor Control Commission for the period ending April 30, 2003.

A copy of this Agreement shall be filed with the Michigan Liquor Control Commission.

The parties execute this Agreement after consultation with, and its review by, legal counsel. Each party understands and agrees to the terms of this Agreement.

This Agreement constitutes the entire agreement between the parties, and supersedes all prior contemporaneous agreements, representations, and understandings of the parties. This Agreement may only be validly supplemented, modified, or amended in writing executed by all parties.

WITNESSES:

CITY OF TROY

By: _____
Matt Pryor, Mayor

By: _____
Tonni Bartholomew, City Clerk

P.F. CHANG'S CHINA BISTRO, INC.

By: _____

Its: _____

Approved as to form and substance:

Lori Grigg Bluhm (P46908)
Attorney for City of Troy

Kelly A. Allen (P36219)
Attorney for P.F. Chang's

Resolution Regarding P.F. Chang's China Bistro, Somerset Collection-2801 W Big Beaver

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

RESOLVED, That the City Attorney draft an agreement with P.F. Chang's China Bistro, Inc. Somerset Collection-2801 W Big Beaver dba P.F. Chang's China Bistro for voluntary three day suspension of their Class C 3886-2000 Liquor License for a Wednesday, Thursday and Friday at the earliest opportunity and that the agreement be brought before City Council at the Regular meeting scheduled for Monday, March 18, 2002.

Vote on Amendment

Resolution #2002-02-118
Moved by Schilling
Seconded by Beltramini

RESOLVED, That "a certified copy of this resolution and a copy of the agreement between the City of Troy and P.F. Chang's China Bistro be forwarded to the Michigan Liquor Control Commission".

Yes: All-7

Vote on Amended Resolution

Resolution #2002-02-119
Moved by Beltramini
Seconded by Howrylak

RESOLVED, That the City Attorney draft an agreement with P.F. Chang's China Bistro, Inc. Somerset Collection-2801 W Big Beaver dba P.F. Chang's China Bistro for voluntary three day suspension of their Class C 3886-2000 Liquor License for a Wednesday, Thursday and Friday at the earliest opportunity and that the agreement be brought before City Council at the Regular meeting scheduled for Monday, March 18, 2002; and

BE IT FURTHER RESOLVED, That a certified copy of this resolution and a copy of the agreement between the City of Troy and P.F. Chang's China Bistro be forwarded to the Michigan Liquor Control Commission.

Yes: All-7



ADKISON, NEED & ALLEN

PROFESSIONAL LIMITED LIABILITY COMPANY

LAW OFFICES

39533 Woodward, Suite 210
Bloomfield Hills, Michigan 48304

www.adkisonneed.com

Telephone (248) 540-7400 Facsimile (248) 540-7401

PHILLIP G. ADKISON
KELLY A. ALLEN
LORNE B. GOLD
CHRISTINA E. MICHAELS
GREGORY K. NEED

OF COUNSEL:
LAURA B. ANDONI
KEVIN M. CHUDLER
RICHARD D. KUHN, JR.

WRITER'S DIRECT DIAL
(248) 540-7650
EXT. 215

WRITER'S E-MAIL
ADDRESS
kallen@adkisonneed.com

March 14, 2002

Lori Grigg Bluhm, Esq.
Carolyn F. Glosby, Esq.
City Attorneys, Troy
500 W. Big Beaver
Troy, MI 48084-5254

Re: P.F. Chang's China Bistro

Dear Ms. Bluhm and Ms. Glosby:

Attached is the proposed "Agreement" to place P.F. Chang's liquor license in escrow for three (3) days. I made changes to paragraphs 3 and 4. My client and I will sign the Agreement as amended.

As you know, I appeared with and on behalf of P.F. Chang's China Bistro at the Troy City Council Liquor Licensing Public Hearing on Monday, February 25, 2002.

At that time, Council indicated its desire to "suspend" P.F. Chang's liquor license for 3 days by passing a resolution of "non-renewal" contemporaneous with a "renewal" resolution to take effect 3 days later.

Since the hearing, we have confirmed that the Michigan Liquor Control Commission ("Commission") will not process dual resolutions of non-renewal and renewal received at the same time. In fact, I am advised that the Commission would require that the City have another meeting to pass a resolution of renewal once an objection is received.

Since P.F. Chang's wanted very much to cooperate, and because I felt that without a voluntary procedure such as this, the "suspension" would have been longer than three (3) days, we suggested that an agreement for the voluntary escrow of the license be reached.

Lori Grigg Bluhm, Esq.
Carolyn F. Glosby, Esq.
March 14, 2002
Page 2

We appreciate the City's willingness to enter into this Agreement, and will appear at Council's meeting on Monday, March 18, 2002, or before, to execute the same.

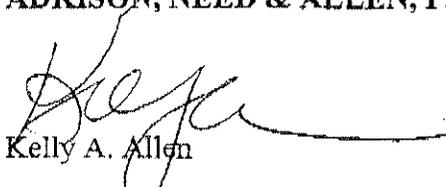
P.F. Chang's realizes the severity of violations, and has taken corrective actions. Furthermore, P.F. Chang's heard and will heed the council's warnings. P.F. Chang's would also like to be involved in any working group the City intends to discuss compliance with all liquor rules and regulations to ensure that there will be no future violations.

Finally, P.F. Chang's, in addition to retraining its staff with TIPS, is taking steps to have an "in-house" compliance testing procedure approved by the Oakland County Prosecutor's Office.

Thank you very much for your professional assistance.

Very truly yours,

ADKISON, NEED & ALLEN, P.L.L.C.


Kelly A. Allen

kbv

Encl.

cc: Rick Tasmin
Dean Wood

m:\chang's\corresp\bluhm1.doc

PROCLAMATION
Inhalant Awareness Week
March 17 – 23, 2002

WHEREAS, The improper use of inhalants poses an ever-present danger and all Troy citizens should be made aware of the potential harm of these substances; and

WHEREAS, First-time inhalant users have collapsed and died from powerful adrenaline surges that short-circuit the heart, and can cause permanent brain, kidney, liver, lung, and bone marrow damage; and

WHEREAS, According to a 2000 Troy School District Student Survey, 10% of our students have used an inhalant by the 8th grade; and

WHEREAS, There are more than 1,000 common household items that are readily available to consumers of any age that can be inhaled to “get high”; and

WHEREAS, While legal when used for intended purposes, these substances can be disabling and even fatal when misused; and

WHEREAS, The Troy Community Coalition for the Prevention of Drug and Alcohol Abuse is launching an educational program this week to enlighten the community about the dangers of inhalants; and

WHEREAS, The people of Troy are encouraged to join with the Troy Community Coalition in its efforts to increase awareness of the dangers of these substances and to stop their use by our youth.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Troy, does hereby commend the Troy Community Coalition for their dedication to improving the quality of life for all who live and work in Troy by effectively promoting a lifestyle free from the abuse of alcohol, tobacco and other drugs.

BE IT FURTHER RESOLVED that the City Council does hereby proclaim March 17 – 23, 2002, as Inhalant Awareness Week in the City of Troy, and urge all citizens to be aware of the dangers of inhalants extend personal gratitude to each of the School Board Members of the Warren Consolidated Public Schools.

Presented this 17th day of March 2002.

Oakland County Community Development Week
April 1 – 7, 2002

WHEREAS, The Community Development Block Grant (CDBG) program has operated since 1975 to provide governments with the resources required to meet the needs of persons of low and moderate income, and CDBG funds are used by thousands of neighborhood based non-profit organizations throughout the nation to address community and human service needs; and

WHEREAS, The Community Development Block Grant program has had a significant impact on our local economies through job creation and retention, physical redevelopment and improved local tax bases; and

WHEREAS, Oakland County and other local governments have clearly demonstrated the capacity to administer and customize the CDBG program to identify, prioritize and resolve pressing local problems, such as affordable housing, neighborhood and human service needs and physical redevelopment.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Troy does hereby proclaim the week of April 1 – 7, 2002, as Oakland County Community Development Week and urge all citizens to join us in recognizing the Community Development Block Grant program and the importance it serves in our community.

Signed this 18th day of March 2002

**PROCLAMATION
AVONDALE MIDDLE SCHOOL
NAMED MICHIGAN BLUE RIBBON EXEMPLARY SCHOOL**

WHEREAS, In recognition of its outstanding commitment to education, **Avondale Middle School** was awarded by the Michigan Department of Education, the honor of being named as a **2001-2002 Michigan Blue Ribbon Exemplary School**; and

WHEREAS, **Avondale Middle School** is one of only 14 schools in Michigan to earn the “blue ribbon designation” from the Michigan Department of Education’s annual search for top schools; and

WHEREAS, Since its construction in 1994, **Avondale Middle School** staff and parents have worked toward providing an exemplary school environment built on a mission of success for all; and

WHEREAS, **Avondale Middle School** has demonstrated a strong commitment to educational excellence through enrichment for students on all levels with strong participation in extracurricular activities that relate to academics; and

WHEREAS, **Avondale Middle School** was cited for its commitment to excellence in teaching and learning with exceptional teaching both in and out of the classroom setting with 88% of the school’s 48 teachers sponsoring a club or coaching a team; and

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Troy congratulates the quality of teamwork demonstrated by the staff and students of **Avondale Middle School**, which has allowed them to celebrate this Blue Ribbon award, the most prestigious education award in the state of Michigan;

BE IT FURTHER RESOLVED, That the City Council of the City of Troy, does hereby join with the citizens of Troy to commend **Avondale Middle School’s** rigorous efforts to provide quality education, strong leadership, parental participation, and significant progress in achieving high academic standards.

Signed this 18th day of March 2002.

Call to Order

The regular meeting was called to order at 7:05 p.m.

Roll Call

Present:	Alex Bennett	
	Lusi Fang	Penny Marinos
	Richard Hughes	Kent Voigt
	Brian Wehrung	Cindy Stewart
Absent:	Jerry Bixby	
	Michael Farrug	

Approval of Minutes

Moved by Voigt, seconded by Hughes, to approve the minutes of the regular meeting of July 26, 2001 as submitted.

Motion carried unanimously.

Correspondence

A. Comcast Rate Increase effective November 2001

<i>Service</i>	<i>Current Price</i>	<i>New Price</i>
Preferred Basic	\$32.95	\$33.95
Digital Basic	\$49.84	\$50.95
Digital a la carte	\$13.86	\$14.95
Analog converter box w/remote	\$ 3.30	\$ 3.95

It was suggested that Comcast is not giving customers enough time between the receipt of their billing statements and the due dates, especially since late fees increased from \$3.00 to \$5.00. Stewart will investigate this matter.

B. Ameritech New Media - Customer Satisfaction

Ameritech has received excellent customer service ratings from J.D. Powers & Associates. WideOpenWest said it would carry on this tradition when they made their presentation to City Council in August.

Old Business

A. Digital Equipment (carry over item)

Discussion related to the purchase of new digital equipment. Council approval has been received for capital equipment each year in order to upgrade the cable production department's equipment.

Wehrung suggests that this topic be removed from the agenda. If there is a future need for budget increase for capital items, Stewart should report it to the Board.

Staffing Issues – The Board suggested that Troy could be doing more to offer community able programs like Rochester, Shelby Township, Sterling Heights. The Board will look into what other communities are producing and televising and report back to the Committee for further discussion at the next meeting. Additional staffing may be needed to increase programming.

It was decided to mail the CATV cable schedule to the Board and to look into additional ways to promote the schedule (possibly listing it in *Troy Today*).

B. Retention of Council Meeting Tapes

It was discussed whether the Library can keep track of the usage of Council tapes. Stewart will check with the Library Director on getting a quarterly report.

Information on tape availability will be posted in *Troy Today* and designated at the beginning and end of each tape as it airs.

C. Americast Transfer to WideOpenWest

All 42 communities have passed Council resolutions. WOW will take control on December 1, 2001.

In response to a service-related question, Comcast customers can go to the Delemere Office if they need equipment. Will WOW have local offices? Yes, but they are uncertain of their locations. Stewart will advise as soon as they know.

An invitation has been extended to Mark Dineen, Chief Operator Officer from WideOpenWest, to attend the January 16 meeting to meet the Board. The Committee is encouraged to ask Mark Dineen questions related to WOW at that time.

Note: Mark Dineen has confirmed to attend the January 16, 2002 meeting.

D. CATV Mission Statement

CITY OF TROY
CABLE ADVISORY COMMITTEE
MISSION STATEMENT
(adopted July 14, 1999)

MISSION: To serve as liaison between City Council and citizens of Troy relative to cable issues.

To receive comments and suggestions from fellow citizens and neighbors for presentation to the committee on all cable matters.

To make recommendations to the Troy City Council relative to the City's cable TV franchise, including any and all activities, which may affect the quality or level of service, provided to Troy residents.

In order to fulfill this mission to meet on a regular basis to discuss and review all aspects of the quality and service of cable TV available to Troy citizens including:

FRANCHISE PROVIDERS (current are Comcast and WideOpenWest)

To monitor and review financial and performance reports as provided to ICCA by the franchisees. To review and recommend action as appropriate in the establishment and negotiation of franchise agreements or amendments to these agreements. To receive and consider presentations as requested from the management representatives of the franchisees.

INTERGOVERNMENTAL CABLE COMMUNICATIONS AUTHORITY (ICCA)

To monitor and review correspondence, reports and presentations of the ICCA that may affect or impact the quality or level of service to Troy citizens. This is specifically related to the ICCA consortium agreement.

COMMUNITY MEDIA NETWORK (CMN) - Channels 52 & 18

To monitor and review correspondence, reports and presentations of the CMN or other groups that may affect the quality or level of public access service to Troy citizens. These reviews would include quality of product and access to airtime, equipment and other services with the express purpose of providing for local access programming services and opportunities for individuals and groups.

GOVERNMENT ACCESS / WTRY - Channels 53 & 10

To monitor the quality of product and level of service of the local government access channel provided to the City of Troy as part of the franchise agreement. In this role the committee will request regular reports from the WTRY management and provide opinions to WTRY staff on minor issues and provide recommendations on major issues to City Council.

STEWARDSHIP OF FUNDS

To review requests, assess needs and make recommendations to City Council relative to the awarding and disbursement of available funds to support access channels as provided in the franchise agreements.

LEGISLATION

To review new and proposed local, state and federal legislation relative to providing a point of view to City Council relative to suggested actions.

TECHNOLOGY DEVELOPMENTS

To be aware of new technological developments relative to cable TV service with the objective of assuring that the residents of Troy are receiving the best service and the highest quality of programming available.

.....
Changes – ANM to WideOpenWest

Include revision date each time we revise mission statement

CATV Board will take a look at the mission statement and bring back any changes, additions to the next meeting.

Note: A list of cable-related magazines will be included in the next agenda packet with an updated address list for Board to make corrections/changes.

New Business

A. ICCA Meeting Notes submitted.

B. January Meeting Date

The next meeting is scheduled for January 16, 2002. WideOpenWest will be invited to make a presentation.

The meeting adjourned at 8:37 p.m.

Meeting called to order at 7:38 P.M. on Tuesday, January 15, 2002.

PRESENT: Marjorie A. Biglin, Co-Chair
Kevin Danielson, Chair
Paul Lin
Jacques O. Nixon

STAFF: John M. Skeens, Education Coordinator/Museum

ABSENT (EXCUSED): David Eisenbacher
Dorothy Scott

GUESTS: Jill Gleba

ITEM #1 APPROVAL OF MINUTES OF MEETING OF NOVEMBER 20, 2001

MOVED BY NIXON, SECONDED BY BIGLIN, TO APPROVE THE MINUTES OF THE MEETING OF NOVEMBER 20, 2001 AS WRITTEN.

Yes: 4 — Yes. Biglin, Danielson, Lin, Nixon

ITEM #2 NEW BUSINESS

A. Sign replacement on Historic Designated Site # 10-101-002. Property owner Jill Gleba submitted drawings to replace an existing sign at 46 E. Square Lake Rd. New sign meets City of Troy Zoning requirements and was issued a permit from the Building Department. Sign Permit No: PSG2001-0497. Historic District Commission is satisfied that the new sign will enhance the historic character of the structure and the Historic District.

MOVED BY NIXON, SECONDED BY BIGLIN, TO APPROVE THE SIGN REPLACEMENT ON HISTORIC DESIGNATED SITE #10-101-002.

Yes: 4 — Yes. Biglin, Danielson, Lin, Nixon

B. Develop a flyer/booklet comprised of photos, text and maps that promote the current Historic Districts, State and National historic designated sites and other historic points of interest in the City of Troy.

C. The Commission would like to sponsor a Commemorative bench at the Veterans Memorial in front of City Hall to honor those veterans from Troy and Troy Township that fought in the Revolutionary War, Civil War and Spanish American War. The bench with names engraved will cost \$1,000.00.

MOVED BY NIXON, SECONDED BY DANIELSON, TO APPROVE THE SPONSORSHIP OF A COMMEMORATIVE BENCH AT THE VETERANS MEMORIAL IN FRONT OF CITY HALL AT A COST OF \$1,000.00.

Yes: 4 — Yes. Biglin, Danielson, Lin, Nixon

ITEM #3 OLD BUSINESS

- A. 770 West Square Lake Road: Construction still in process. Tabled
- B. Church & Parsonage: Project still in progress. No update at this time. Tabled
- C. Flyer Program: Flyer to Historic Home Owners submitted for final approval. Flyer to be submitted to Assistant City Manager Gary Shripka, and forwarded to City Council for approval.

MOVED BY DANIELSON, SECONDED BY NIXON, TO APPROVE THE TEXT, PHOTOS AND LAYOUT OF THE FLYER *"TO PRESERVE OUR HERITAGE: HISTORIC DESIGNATION IN TROY MICHIGAN"*.

Yes: 4 — Yes. Biglin, Danielson, Lin, Nixon

MOVED BY DANIELSON, SECONDED BY NIXON, TO APPROVE THE PRINTING OF 4,000 COPIES OF THE FLYER, NOT TO EXCEED \$500.00 IN COST.

Yes: 4 — Yes. Biglin, Danielson, Lin, Nixon

- D. Yamasaki Designation: The Commission would like to designate the site as historic. Information is being gathered and the goal is to proceed with a State Historic Marker honoring Minoru Yamasaki and his contribution to architecture.

ITEM #4 OTHER

None.

The Historic District Commission meeting adjourned at 8:39 P.M.

The next regular meeting is scheduled on Tuesday, February 19, 2001 at 7:30 PM at the Troy City Hall in conference room C.

Sincerely

John M Skeens
Education Coordinator/Museum

Call to Order

The regular meeting was called to order at 7:00 p.m.

Roll Call

Present:	Alex Bennett Lusi Fang Cindy Stewart Brian Wehrung	Jerry Bixby Penny Marinos Kent Voigt
Absent:	Michael Farrug Richard Hughes	

Kyleen Krstich, the Committee's first high school student representative from Troy High, was acknowledged for her contribution and service to the Committee.

Approval of Minutes

It was agreed to indicate in the minutes the effective month and year of the Comcast rate increase.

Further, it was agreed to change the first sentence in the paragraph following the Comcast rate increase table to read: "It was suggested that Comcast is not giving customers enough time between the receipt of their billing statements and the due dates, especially since late fees increased from \$3.00 to \$5.00."

Under Old Business, Staffing Issues, it was agreed to change the first sentence to read: "The Board suggested that Troy could be doing more to offer community cable programs like Rochester, Shelby Township and Sterling Heights." Additionally, the Board agreed to change the last sentence to read: "Additional staffing may be needed to increase programming."

Moved by Voigt, seconded by Marinos, to approve the minutes of the regular meeting of October 17, 2001, as amended.

Motion carried unanimously.

Introduction

Floyd Armstead, Vice President for WideOpenWest Technical Operations, was introduced to the Committee. Mr. Armstead has been in the cable business for 15 years and is looking forward to enhancing what Ameritech began in the cable industry.

Questions – Internet

Mr. Armstead said that WideOpenWest plans to launch a high-speed data Internet service that is scheduled for implementation in the Troy community within the 1st quarter. Troy will be one of the first rollout cities because the main head end facility is located in Troy. The company does not want to rush into the market, hoping to better serve their customers. A high-speed data Internet has been implemented in Naperville, Ohio.

Will you have to use existing cables or new cables?

Response: Existing cables can be used for all WideOpenWest customers; otherwise separate cables are needed. It is their intent to complete cable installation on friendly grounds.

Will you have a promotion upon introduction of product and/or package pricing?

Response: This is a consideration but no specifics have been disclosed.

Does every home have a tap?

Response: Yes, in Troy, except for certain predominately industrial/commercial areas. The addresses in these areas will be checked. Residential is completely set up.

Can you meet demand?

Response: This is the company's biggest demand based on unknowns. People either love the product and are dissatisfied with the current product, or are satisfied with dial-up modems.

Do you hope your product will be superior to what's on the market?

Response: The product will be our own, not a second party product.

Will you allow for multiple addresses per home?

Response: Currently, the company is thinking about offering 3 IP addresses to the user.

Will you support news groups? @Home is taking this away.

Response: It is believed so.

Will you be offering more enhanced cable services?

Response: Yes, and on the digital side soon. There are other developments in the works. MSNBC and SpeedVision (January 16, 2002) have just been launched. Sundance has been shifted to the digital tier. Analog Pay Per View may not be offered, but more basic channels will be added. In the digital tier, HBO and Showtime are offered.

Is there a reduction in the bill since removing Sundance or the addition of a new channel?

Response: There are no adjustments to any rates as a result of these changes.

Will commercial free music be provided?

Response: Commercial free music is part of the basic digital package. A receiver can be run through the television for optimum sound. Showtime channel (digital) has no control over volume.

Is there a means of recording audio on disc to play on a computer?

Response: This will be looked into.

Does WideOpenWest have means to support HDTV (High Definition TV)?

Response: Mr. Armstead is not sure if any industry as a whole knows in which direction HDTV is going. WideOpenWest will be digital service and there may be a need for a digital HDTV receiver, but possibly not on a wide-scale demand. Four years is a long time in “cable years” and it is difficult to plan because technology is constantly changing. There are many variables to HDTV; i.e., will a customer be willing to pay more for HDTV?

Will you have a local office? Ameritech would deliver products within a certain time.

Response: Multiple locations are being considered. One is Madison Heights at 14 Mile and Dequindre. Four areas are being considered where customers can pay bills, exchange remotes or converter boxes. Head end facilities are on Rochester Road, north of 14 Mile, and on Stephenson Highway in the old Ameritech facility. Staffing will be maintained at approximately 100, 60% to 40% permanent/contractors. WideOpenWest has retained some great Ameritech employees.

Chairman Wehrung stated that Ameritech has been a very good supplier to Troy and would be a tough act to follow.

Mr. Armstead replied that WideOpenWest would hopefully get better. The company has good employees and a good knowledge of the product.

Mr. Armstead can be contacted at farmstead@wideopenwest.com.

Correspondence

A. Status of Sale of ANM's Cable System To WideOpenWest

The sale is complete as of November 30, 2001.

B. Ameritech New Media – Quarterly Report

Discussion was held with respect to quarterly reports and grading WideOpenWest services, similar to the grading system for Ameritech services. Ms. Stewart will request quarterly reports from each provider and the items will be placed on the next agenda under Old Business.

What is definition of abandonment and voluntary disconnects?

C. Comcast – PEG Support Fee

Unbundling and reclassifying.

D. Comcast – Channel Lineup Changes

The channel lineup seems to be operating consistently as in past years. There was no notice and changes occur after midnight. The new lineup should have been mailed.

New channels have been added and other channels were removed. The Comcast letter states “may” include addition of ... which raises curiosity. Some channels were moved from digital to basic, and many channel problems were straightened out so as to be more competitive. Overall, Comcast service is very good – good quality and low outage.

E. [Comcast@Home](#) Service Disruptions/Complaints

Cities have no control over Internet service. Troy and surrounding cities in the Royal Oak system will be converted on January 28, 2002.

Comcast and ICCA will address the issue of cable complaints at a special meeting scheduled for March 13. The next step is a default process. The Committee will not take action, if necessary, until after this special meeting. We want to provide Comcast time to respond prior to resorting to default.

Related to the October 17 minutes, find out the time between receipt of billing statement and due date. When does the bill get debited? What is the grace period?

F. Sale of Ameritech New Media to WideOpenWest

The Committee spoke with Floyd Armstead regarding WideOpenWest.

G. AT&T Broadband to Merge with Comcast

The combined assets are \$72 billion. The new company – AT&T Comcast Corp – will be one of the leading and most powerful communications and entertainment companies in the world. It will have approximately 22 million subscribers and revenue of approximately \$19 billion.

Old Business

A. Digital Equipment (removed from agenda)

B. Americast Transfer to WideOpenWest

The transfer is complete.

C. CATV Mission Statement

Chairman Wehrung suggested that the date be revised and ANM be changed to WideOpenWest. Any additional changes can be considered at future meetings.

The issue of looking into additional ways to promote cable schedule and programs should be addressed at the next meeting. Information from Chairman Wehrung will be included in the next packet.

New Business

A. ICCA Meeting Notes

There was a brief discussion related to CMN and PEG monies from the original franchise agreement.

B. Presentation to Kyleen Krstich – Student Representative

Ms. Krstich was commended for her service on the Committee as well as her work on “Spotlight on Troy” and City of Troy PSA voiceovers.

C. Related Publications and Member List

This information is available on-line, free of charge. Alex notes the best magazine is *Television Broadcast*. The Committee Member list is correct with one exception: Mr. Bennett’s e-mail address is Vulkan47@aol.com.

Chairman Wehrung will contact Michael Farrug since he has missed the last four meetings.

Related News Articles

Comcast subscribers are getting new e-mail addresses. A smooth transition is expected; it will be the same name at Comcast.net. Troy customers will be converted on January 2, 2002.

A *Free Press* article from December 21, 2001, "Merger to Create Cable Grant" states the combined AT&T Comcast network has another target: Offering local telephone service through cable. A *Free Press* article from January 3, 2002, "Lack of Choices Adds to Comcast Mess" states: "The Michigan Public Service Commission, which regulates utilities, has been getting complaints about the changeover. But because it has no jurisdiction over cable TV companies, the complaints do little good."

A *Free Press* article dated January 16, 2002 will be included in the next packet.

Staff Report

Council approved the purchase of a cable truck at their January meeting.

Upon approval of a part-time cable position, Rebecca Andrus was hired. Ms. Andrus started in January 2002. Her prior experience has been with the Rochester/Avondale Schools.

Moved by Bixby, seconded by Bennett, to adjourn the meeting.

The meeting adjourned at 9:55 p.m.

The Special/Study Meeting of the Troy City Planning Commission was called to order by Chairman Chamberlain at 7:30 P.M. on Tuesday, January 22, 2002, in the Lower Level Conference Room of the Troy City Hall.

1. ROLL CALL

Present:

Littman
Pennington
Storrs
Starr
Reece
Wright
Chamberlain
Waller

Absent

Kramer

Also Present:

Mark Miller, Planning Director
Susan Lancaster, Assistant City Attorney
Doug Smith, Real Estate and Development Director
Jordan Keoleian, Student Representative

RESOLUTION

Moved by: Wright

Seconded by: Littman

RESOLVED, that Mr. Dennis Kramer be excused from attendance at this meeting.

MOTION CARRIED

Yeas: All Present (8)

Absent: Kramer

2. MINUTES

Moved by: Reese

Seconded by: Storrs

RESOLVED to approve the November 27, 2001 Planning Commission Special/ Study Meeting Minutes as amended.

Yea:

Abstain

Absent

All Present (8)

Kramer

MOTION CARRIED

STUDY ITEMS

3. BOARD OF ZONING APPEALS REPORT

Mr. Miller asked Ms. Cynthia Pennington if she had been sworn in officially to the BZA.

Ms. Pennington replied no.

Mr. Miller stated that she must be officially sworn in by the City Clerk.

Mr. Storrs stated that Mario's was seeking a setback variance for outdoor seating and it was granted.

Mr. Miller noted City Council granted a variance for parking.

Mr. Reece asked how many parking spaces.

4. CURRENT DEVELOPMENT REPORT

Mr. Miller presented a Sterling Heights commercial rezoning request located at Dequindre and 17 Mile Road. It was determined that the request is compatible with the City of Troy's zoning districts and existing land uses.

Mr. Miller commented about a meeting with Drury Inn and that they are considering expanding and removing their pool. Also, there is a possibility that Macaroni Grill will replace O'Grady's.

Mr. Miller stated that Rexpointe Kennels will be coming back to the Planning Commission in the near future and that they will be reducing the building size somewhat.

Biltmore Properties is looking at two projects and they are considering the use of PUDs.

Doug Smith, Real Estate and Development Director, commented on the Civic Center/Conference Center Study. He stated it should be back to City Council around February 13th.

5. DOWNTOWN DEVELOPMENT AUTHORITY REPORT

Mr. Smith noted the appointment of a new member, Michelle Hodges, who is the Executive Director of the Troy Chamber of Commerce.

6. SITE PLAN REVIEW – Proposed Rhode Island Estates Site Condominium, North of Big Beaver, East and West sides of Rhode Island, Section 24, R-1E

Mr. Miller stated that this was previously tabled at the November 13th meeting in order for the petitioner to revise the proposed site condominium. The Planning Department developed a couple of different development options; however, have since recognized the property didn't have sufficient depth on the east side of Rhode Island. Apparently the petitioner has acquired 200 additional feet east of Rhode Island. The actual plan for the property has not been submitted at this time. However, the overall traffic circulation was prepared by staff. In addition, it is recognized that Orpington needs sidewalks for safe pedestrian travel.

Mr. De Florio made a presentation including a new design. He stated that the stormwater detention pond is located in the original location and it gave him the opportunity to discuss the project with some of the neighbors. One of the gentlemen who spoke at the last meeting is here in support of the revised proposal, including the 200 foot extension to the east. Mr. De Florio stated the new plan is a better utilization of the land and is similar to the City's alternative #4.

Mr. Storrs asked Mr. De Florio if he envisioned closing Rhode Island.

Mr. De Florio stated he envisions Rhode Island coming to a T intersection with Cedar Knoll. This issue is really up to Planning's recommendation.

Mr. De Florio further stated that there are three deep lots east of Rhode Island and one is shallow to allow for the stormwater detention area. A walkway is proposed to access the open space left as a natural preserve. That his intention is to turn over ownership of the open space to the City.

Mr. Chamberlain addressed Ms. Lancaster, Assistant City Attorney, asking if Mr. De Florio gave the open space property to the City, could we look at deed restrictions. Would that be appropriate?

Ms. Lancaster stated that it would be appropriate.

Mr. Smith stated that the City looks at two items before accepting donated property. First, does it improve stormwater retention or filtration and secondly, does it have natural features.

Mr. Chamberlain stated he liked the idea of the City receiving the property.

Ms. Pennington asked, that with all the trees it would it be a natural features park.

Mr. Miller stated that there are not that many trees on the park area.

Ms. Pennington stated I think it's a great idea.

Mr. Chamberlain stated that he feels the City needs more pocket parks and his recommendation is that the City takes ownership of the property with deed restrictions.

Ms. Pennington stated that she liked this idea and she would like to see it happen more often.

Mr. Waller stated the Planning Commission has three weeks before the next meeting and it would give them some time to do their homework.

Ms. Lancaster stated that if the City didn't accept the property, it might be possible that the property could be made into a common area with the condition it would be opened up to the public.

Mr. Reece stated that he endorses a park, but ownership is not a priority.

Mr. Keoleian agreed with the open space.

Ms. Pennington agreed with the open space.

Mr. Waller stated he agreed with the open space and that it would set a precedence.

Mr. Starr agreed with the open space.

Mr. Littman disagreed with a city park, but agreed with the open space.

Mr. Storrs agreed with the open space.

Mr. Wright agreed with the open space

Mr. Chamberlain commented on the street pattern and that by not opening up all the way to Big Beaver and possibly adding a cul-de-sac would be a great idea.

7. LAND USE AND ZONING STUDY – Crooks Road at Big Beaver Road

Mr. Chamberlain stated that he had visited the area and that in checking out the area north of Denny's there is a detention pond that is a poster child on why we need to improve this detention pond. He asked that all members of the Planning Commission visit the site, because the aerial photos do not really relay the problems.

Mr. Chamberlain stated that while he was on the north side of the study area, he noticed a big open curb cut north of Big Beaver. The traffic patterns are unorganized and there is an artificial curb that causes a 6 inch drop. There are elevation differences between Denny's and the parcel to the south. The rear areas of these businesses are really bad. In order to do this right, we need to establish who owns everyone of these parcels in the study area. We need to identify the problems and put the parking in the rear of the buildings and get more landscaped green areas.

Mr. Chamberlain stated that on the south side of Big Beaver, the office building, Szechuan Gardens and Kirby's ownership patterns need to be shown. The driveway should be consolidated and the parking requirements and cross-access easements need to be addressed. The backsides of these buildings need to be cleaned up.

Mr. Waller asked what has the City done in the past. Sunoco is depressed with a lower elevation. What we should do is make this a community effort and involve several of the business people and property owners. We need cooperation with the owners, the City, and the DDA to make it better for all the residents of the City.

Mr. Chamberlain stated that the DDA will work with the Planning Commission and the City.

Mr. Waller stated the objective is to make the study area safer for citizens and improve traffic flow.

Mr. Littman stated we need to reduce the drives at the gas station on the north.

Mr. Chamberlain stated we have to do a sales job on this project.

Mr. Wright stated that on the north side of Big Beaver the wide drive is a horrible problem.

Bob Schultz, 883 Kirks, asked who put the parking bumpers at Einstein Bagels to separate the businesses. There are a lot of traffic conflicts in that area. The gas station on the north will need two drives off of Big Beaver as there is very little maneuvering room. The south side of Big Beaver at the 7-eleven, lunch hour is the most congested.

Mr. Storrs stated we should do some brainstorming regarding the north side of Big Beaver.

Mr. Chamberlain stated that is a long term problem. We need to get these stores closer to Crooks and put the parking in the rear.

Mr. Reece commented on a master curb cut plan for the whole thing.

Mr. Chamberlain stated we want to look at rezoning to make all areas compatible.

Mr. Miller stated that the Planning Department is looking for direction to prepare the Land Use and Zoning Study.

Mr. Storrs asked what is a good zoning for the district.

Mr. Waller asked if we can have special development rules. He also stated that the general agreement seems to be that we need to rethink our building setbacks. We need to think of something unique within the DDA district.

Mr. Miller stated you can create overlay zoning districts because it is a special area, you can have different requirements for the DDA area. Also, there are other options that will be provided in the future.

Mr. Waller stated there are many options and we have to look at each situation.

Mr. Chamberlain stated we need to study the detention pond south to Big Beaver and further south to Butterfield.

Mr. Reese stated that we need to set down some criteria including drives, buildings, and inter-connectivity within the Big Beaver corridor study. We need to do some master planning.

Mr. Chamberlain stated there are short term immediate solutions and also long term planning issues.

Mr. Storrs stated on the north side, the short term solutions should address driveways and cross-access.

Mr. Chamberlain stated access to Big Beaver is a concern and to equalize the difference in elevations between properties. We need to create a package of recommendations to City Council and a copy to the DDA.

Mr. Reece asked about short term funding and going to the DDA.

Mr. Chamberlain stated we will bring it up with the DDA. We need to create a guide for redevelopment.

Mr. Reece commented on 28th Street in Grand Rapids and maybe we should take a look at that.

Mr. Schultz suggested we look more at landscape standards around parking areas and parking structures. Cars could be hidden from the road with the right landscaping.

Mr. Storrs stated that berms don't work.

Mr. Waller asked if this moves forward, how are we going to get the business owners to buy into this. We can suggest improvements but we can't order them.

Mr. Miller stated we should demand, through zoning ordinance requirements, more vegetation around our parking areas.

Mr. Chamberlain agreed.

8. LAND USE AND ZONING STUDY – Long Lake Road and Dequindre Road

Mr. Chamberlain stated that the northwest quadrant of the study area is the same drill as the northwest quadrant on Crooks and Big Beaver. The south side is a bit easier. We need to get cross-access and joint drives.

Mr. Miller asked about Dequindre Road.

Mr. Chamberlain stated that south of Dequindre is not a problem right now.

Mr. Storrs asked what kind of leverage do we have for people to go along with these improvements.

Mr. Chamberlain stated we need to look at the various zoning requirements in these areas. The south side will be more difficult.

Mr. Starr stated we need to add more landscaped areas north of Long Lake Road.

Mr. Chamberlain stated there was ten times too much parking.

Mr. Chamberlain asked legal about the Cranberry House and that they were ordered to post their maximum occupancy limits in their lobby and they have not done it.

Ms. Lancaster stated she would check that out.

Mr. Waller stated this area will be easier than the Crooks/Big Beaver area. Maybe this area should be a test case because it is easier. I am encouraged by this study, however, if you want results, the recommendations will have to be presented correctly.

Mr. Chamberlain stated we need to investigate setback requirements for gas stations and the pumps.

9. SPECIAL USE APPROVAL STUDY – C-F, B-1, B-2, B-3, and H-S

The Planning Commission and Staff initiated discussions of the appropriate Special Uses for the C-F, B-1, B-2, B-3 and H-S Zoning Districts.

Mr. Chamberlain stated let's start with no special uses and justify what should be a special use.

Ms. Pennington asked about B-3 and Automotive Repair Garages.

Mr. Miller stated that they do tune-ups, mufflers, etc. They cannot tear down cars and cannot do any type of body work.

Mr. Waller commented on B-3, 22.30.04, Veterinary hospitals and clinics, asking if they have to be special uses. What is the rationale.

Mr. Miller stated he could not answer.

Mr. Reece commented that years ago the wording for special use was stated as "you may permit it" or "you shall permit it", it left some discretion to the Planning Commission.

Mr. Miller stated that the Planning Commission has the authority to deny a special use. Requests have to meet the standards that are set forth. The Planning Commission can deny a request if they do not meet the standards.

Mr. Chamberlain stated why not just throw them out and get justification as to why we need them and rewrite the ordinance.

Mr. Littman stated Veterinary hospitals and clinics do walk the animals. It is better to keep the special use in order to review potential problems.

Mr. Chamberlain asked why is there so much control? There is no enforcement.

Mr. Starr stated he cannot remember denying a special use request.

Mr. Littman stated there are not many special use denials, but we work towards changing or improving the site with special use conditions.

Mr. Storrs commented on B-2, Drive up windows. He stated he doesn't think we need these in this day and age. The issues can be dealt with a site plan review. He also commented on 21.30.04 Open Air Business. Why do we need special use for those land uses.

Mr. Chamberlain stated let's review the uses and get them out of special use approval.

Mr. Storrs also commented on B-3, Outdoor Sales stating it is not necessary. In the H-S District, the first three could be removed or at least we should combine the three. We need to look at the ordinance language.

Mr. Miller stated hotels/motels do not fit in the H-S District. Why is B-3 a special use.

Mr. Waller commented on B-3, stating we need to have 22.30.02. In the H-S District, the following should be deleted: 23.30.07, 23.30.08, and 23.30.10. We need to research the ordinance language.

Mr. Chamberlain stated hotels and motels should be removed. Why did we have to have them in special use anyways.

Mr. Miller stated that it was hard for him to answer as he was not here at the time. Hotels and motels were probably in H-S because the district was initially used near exits of the freeways.

Mr. Chamberlain asked Mr. Miller to research 23.30.05, drive-up service facilities.

Mr. Starr stated that H-S is probably a misnomer the way we're using it.

Mr. Chamberlain asked which use should be removed from B-2.

Mr. Miller stated that regarding indoor recreation and open air business, you have to be careful.

Mr. Chamberlain asked about C-F 18.30.06, do we really have any say over public institutions.

Ms. Lancaster stated it depends on the state statutes. She will have to check because most of them have an exemption from state law.

Mr. Chamberlain asked why does a public institution need a special use approval.

Ms. Lancaster stated that the outdated list provided more ability to control under special use. The control is an important factor.

Mr. Chamberlain asked why do we need such control over business areas.

Ms. Lancaster stated zoning by right, principal permitted use, you must have up front standards. Special use approval allows for conditions applied to the development.

Mr. Chamberlain requested that Mr. Miller encapsulate all of the comments after the next discussion, then put them all together for review.

10. ORDINANCE REVISION DISCUSSION

Fence & Walls adjacent to Natural Buffers – Discussion of Zoning Ordinance revision direction.

Mr. Kramer stated we should require posts or pilings and use of panels to allow water to flow under so as not to disturb vegetation.

Mr. Chamberlain stated that the Development Standards regulate 1-6 detention basins.

Mr. Miller agreed that the Development Standards regulate stormwater detention.

Stormwater Detention Basin Slope & Fencing – Discussion of Development Standards.

Mr. Storrs stated that underground stormwater detention should not be permitted.

Mr. Chamberlain asked Mr. Storrs to write down his revisions and give them to Mr. Miller.

Mr. Littman asked are there other standards that ban detention basins.

Mr. Storrs asked if detention basins should be permitted in front yards.

Mr. Reece stated front yards are okay.

Mr. Chamberlain stated these could become variance issues.

Office Height Requirement & Architectural Projections – Discussion of Zoning Ordinance requirements, within the O-M Office Mid-Rise District.

Mr. Storrs and Mr. Miller will coordinate to write the ordinance revisions.

11. PUBLIC COMMENTS

Mr. Dave Lakin, 4610 Luisa, lives next to St. Anastasia Catholic Church and asked what's happening with the wall requirements.

Mr. Chamberlain explained that walls and berms destroy existing vegetation.

Mr. Miller stated he has worked previously with Dave Lakin. He noted that Mr. Lakin is a competent Municipal Civil Engineer.

Mr. Lakin commented on spread or trench footings and stormwater detention. He stated that sometimes retention has to be in front yards due to natural drainage patterns. Currently, underground detention is popular and many developers use this method.

Mr. Lakin further stated that there are maintenance concerns for underground stormwater structures. He also stated that surface detention basins have aesthetic problems.

For the Good of the Order

Mr. Reece mentioned site condo development access and too many driveways.

Mr. Chamberlain stated it was on the list he is preparing for Planning Commission projects.

Mr. Littman stated he missed the last meeting and asked if the extra study meeting is scheduled every month on the first Tuesday.

Mr. Chamberlain answered yes, but, maybe not in the summer.

Mr. Storrs commented on St. Anastasia's and disagrees how the parking lots setbacks were interpreted. We still need to think about this.

Mr. Chamberlain stated the City has to follow its own ordinances. The Police and Fire Training Center has no right for outside storage. If it is a temporary situation that might be all right. The trash container is not within an enclosure. North of Square Lake, the Fire Station has a junk automobile outside and the station is surrounded by residential. At Rochester and Big Beaver, the Fire Station has their dumpster adjacent to residential front yards with no screening.

Mr. Storrs stated that the Police and Fire Training Center does not have stormwater detention.

Mr. Chamberlain stated that the Police and Fire Training Center does not meet the signage setback.

Mr. Lakin stated the Training Center may not be required to have detention because it abuts a County drain.

12. Meeting was adjourned at 10:45 p.m.

Respectfully submitted,

Mark F. Miller AICP/PCP
Planning Director

**TROY DAZE MINUTES
JANUARY 22, 2002**

Called to order at 7:34PM by Bob Berk

Present:	Bill Hall	Cheryl Whitton-Kaszubski
	Jim Cyrulewski	Tonya Perry
	Jeff Biegler	Sue Bishop
	Cele Dilley	Bob Matlick
	Cindy Stewart	Dave Swanson
	Bob Berk	Xin Li

Chairpersons & Guests:	Jeff Winiarski	JoAnn Preston
	Tom Kaszubski	Robert Preston
	Dave Lambert	Tarcisio Massaini
	Leonard Bertin	Tom Connery
	Gordon Meldrum	Mike Gonda
	Laura Broski	Liz Woloszyk
	Jen Tabor	

Jim introduced and welcomed Xin Li, the new Student Liaison to the Advisory Committee. Jim then had everyone introduce themselves and their position with Troy Daze. Motion by Sue, second by Jim, and carried, to excuse Kessie Kaltsounis and Dick Tharp.

Secretary Report – No minutes for November 2001 meeting, lacked a quorum.

New Business – ELECTION OF ADVISORY COMMITTEE OFFICERS - Motion by Jim, second by Sue, and carried, to elect Bob Berk as Chairman, Kessie Kaltsounis as Vice-Chairman, and Cheryl Whitton-Kaszubski as Treasurer.

APPOINTMENT OF MAGIC OF FALL/TROY DAZE FESTIVAL ACTIVITY

CHAIRPERSONS – Motion by Jim, second by Cheryl, and carried, to appoint all returning Chairpersons and Laura Broski and Jen Tabor as Chairpersons for the 5/10K Run. Ethni-City Entertainment to be appointed at a later date.

AWARDING of TROY DAZE JACKETS – Any of the Chairpersons/Appointees after three (3) consecutive years of working on Troy Daze is eligible to receive a jacket. Normally, the jackets are awarded at the festival. Since 2001 festival was canceled, the eligible recipients; Jeff Biegler, Larry Selaty, Linda Hannon, Marie Hoag, and JoAnn Preston will receive their jackets at meetings as they attend. Will need to order at least six (6) jackets for the 2002 festival, let Jim or Bob know if you believe someone is eligible for 2002.

Old Business – None.

Adjourned at 7:51PM.

Next Troy Daze Advisory Committee meeting February 26, 2002, at 7:30PM, followed by Festival Committee meeting.

ADVISORY COMMITTEE FOR PERSONS WITH DISABILITIES - FINAL – FEB 6, 2002

Leslie Bardell is a member of the Oakland County Schools “Disabilities Awareness Workshop”, and brought a video that gives information about the event. This workshop will be put on at each school in Troy for fourth graders so that they may become familiar with some of the difficulties that the disabled face each day. Bardell asked if members of the Committee might have a special idea to share with the students or if anyone would like to help at a hands on activity station at the workshop.

Mark Wiedelman and Ann Sliney attended the meeting to represent a group of parents of children with mental disabilities. They are asking the City of Troy to sponsor a summer camp program and to reduce the cost so that is affordable. They would like a 6 or 8-week program at a place with a pool facility and instructors for the mentally disabled.

Wiedelman ask for suggestions for Community outreach dollars, and the Committee responded with several suggestions of possible funding for this camp. Wiedelman also asked for a letter from this Committee demonstrating support for a camp of this kind.

Bertin suggested this Committee pass a resolution of support for this group of starting a camp for children with mental disabilities. Bertin made a motion that the Disabilities Committee ask the City for support in the expansion of recreational opportunities for a special needs summer camp. Johnson supported the motion. All voted in favor. Bertin also suggested that they find a name for their group for ease of identification. For any member that would like to keep in contact with these parents, please contact Mark Wiedelman, (248) 433-1500 or e-mail at mw@sjcap.net.

ITEM E – REGULAR BUSINESS

Bertin has received correspondence from the Senior Citizens Committee stating that they are joining in the Disabilities Committees resolve to ask the City to seek more federal funding on behalf of Persons with Disabilities and Senior Citizens for participation in the Community Center.

ITEM F – OLD BUSINESS

Bertin introduced correspondence from Jack Nixon, who has personal mobility issues, about the lack of handicapped parking at Somerset Mall. Mr. Nixon has been in contact with James Gerety, General Manager at Somerset who wrote a letter suggesting that persons with disabilities can use the valet parking at no charge. It was pointed out that some vehicles are specially equipped for the disabled person and valet personnel are not trained to drive these vehicles. Johnson stated that she would like to see more parking at the center of the mall, that the parking is not evenly distributed between entrances.

ADVISORY COMMITTEE FOR PERSONS WITH DISABILITIES - FINAL – FEB 6, 2002

Bertin stated that there is also a motorized scooter at the concierge's desk, but this is not near the door where one would enter the building. However, it was stated that a person could call ahead and have the scooter at the door.

In a review of the January 2002 joint meeting with City Council, Bertin stated that the meeting went well. He was seriously disappointed in the minutes with the first item of business with the discussion of the fee structure for the new Community Center. The minutes stated that Bertin said that a 10% discount for people with disabilities was not enough. Bertin believes he went a little further in that he had rational for why it was not enough. Bertin felt that this one sentence did not adequately cover what the Committee was trying to get City Council to understand with regard to income levels and data that is available from the national originations of disabilities as well as the U.S. Census department regarding income guidelines. He stated that he can only hope that the members of Council that were not present have had the opportunity to watch the video so they know what was said. Bertin is disappointed that information was not reflected in the official record.

Kuschinsky made a motion to accept the January 2002 Minutes with City Council, and to forward Bertin's supporting data with the February Minutes. Johnson seconded the motion. All voted in favor.

ITEM G – INFORMATIONAL ITEMS

Gauri suggested that each member note ideas for the brochure for the Advisory Committee for Disabilities. This will give something to put in the rack at City Hall so that people can learn about the Committee.

Bertin encouraged our student representatives to become involved in or encourage others to become involved in "Courage First" the anti-drinking commercial made by high school students. There could be scholarship money available, and they have extended the deadline, so there is still time to become involved.

Sura reported that in March of this year, she would start a specialized camp for adaptive students at the Community Center daily from 10 am until 2 pm.

ITEM H - ADJOURN

Motion was made to adjourn by Kuschinsky and seconded by Done. Meeting was adjourned at 9:00 p.m.

MG:mm

The Chairman, Ted Dziurman, called the Building Code Board of Appeals meeting to order at 8:30 A.M., on Wednesday, February 6, 2002.

PRESENT: Ted Dziurman
Richard Sinclair
Bill Need
Frank Zuazo
Rick Kessler

ALSO PRESENT: Mark Stimac
Ginny Norvell
Pam Pasternak

ITEM #1 – APPROVAL OF MINUTES – MEETING OF JANUARY 2, 2002

Motion by Need
Supported by Kessler

MOVED, to approve the minutes of the meeting of January 2, 2002 as written.

Yeas: All – 5

MOTION TO APPROVE MINUTES AS WRITTEN CARRIED

ITEM #2 – VARIANCE REQUESTED. A.J. BOWMAN, 5615 JOHN R., for relief of Chapter 83 to erect a 6’ high privacy fence.

Mr. Stimac explained that the petitioner is requesting relief of Chapter 83 to erect a 6’ high privacy fence at 5615 John R. This property is located at the northwest corner of the intersection of John R and Abbotsford and is by definition a double front corner lot. As such it has a front yard on both John R. and Abbotsford. The site plan submitted indicates a 6’ high privacy fence in the front setback along Abbotsford. Chapter 83 limits the height of fences in front setbacks to 30”.

A.J. Bowman was present and stated that he is a U.S. Army veteran and moved from Royal Oak to Troy approximately six (6) years ago. Mr. Bowman stated that he takes great pride in his property and has worked very hard to make improvements. Mr. Bowman went on to say that is very concerned about the safety, welfare and security of his family. Mr. Bowman said that on more than one occasion he has observed suspicious vehicles parked along his property on Abbotsford. Mr. Bowman also said that one of his nephews has hurt himself by going into the ditch along John R.

Mr. Dziurman asked Mr. Bowman about the existing fence, and Mr. Bowman stated that the fence on the north side of the property was installed first. Mr. Bowman went on to say that a contractor installed the fence at the rear of the property, but he did not realize he needed a permit, and did not know he was in violation until he received a notice from the Building Department.

ITEM #2 – con't.

Mr. Need asked Mr. Stimac about the proposed fence on the south side of the property. Mr. Stimac explained that the Building Department could not issue a permit for this fence, as it does not conform to the Ordinance because it is too high.

The Chairman opened the Public Hearing. No one wished to be heard and the Public Hearing was closed.

There is one written objection on file. There are no written approvals on file.

Mr. Dziurman asked if Mr. Bowman had spoken to the neighbors, who would be the most affected by this fence. Mr. Bowman stated that no one has approached him and told him that they would not approve of this fence, and also that he has literally changed the appearance of this property from “night to day”. Mr. Bowman also stated that he has spoken to several of his friends and attorneys, and neither they nor he, believes that this Ordinance applies to his property. Mr. Bowman believes that this Ordinance is incorrect. Mr. Dziurman pointed out that if the fence were to be moved back, a variance would not be required.

Mr. Need asked Mr. Bowman what his hardship was, and why he needed to put the fence in this location. Mr. Bowman stated that he feels like they are living in a zoo and wished to enclose his yard and provide security for his family. He indicated a concern that young children could get out into the open ditch along Abbotsford. Mr. Dziurman pointed out that Mr. Bowman could put up a 6’ high privacy fence but needed a variance because he wished to put the fence along the street. Mr. Need stated that the fence could be placed further back on the property and would give Mr. Bowman the protection from the ditch he was asking for.

Mr. Stimac explained that in the R-1C Zoning District a 30’ front yard setback and presently the existing home has a 10’ setback.

Motion by Need

Supported by Kessler

MOVED, to grant A.J. Bowman, 5615 John R., relief of Chapter 83 to erect a 6’ high privacy fence along Abbotsford.

- Fence is to be erected no closer than 10’ from the south property line.
- Petitioner did not demonstrate a hardship for the fence to be at the property line.
- This variance would not be contrary to public interest.

Yeas: All – 5

MOTION TO GRANT VARIANCE WITH STIPULATION CARRIED

ITEM #3 – VARIANCE REQUESTED. PATTI FRANZ, OF ALLIED SIGNS, INC., 100 E. BIG BEAVER – SBC, for relief of Chapter 78 to replace two existing wall signs located on the penthouse at 100 E. Big Beaver.

Mr. Stimac explained that the petitioner is requesting relief of Chapter 78 to replace two existing wall signs, which are each 428 square feet in size. These signs were approved with a variance in March 1999. The replacement signs are each 309 square feet.

Section 9.02.03, A of the Sign Ordinance permits only one major wall sign, 200 square feet in size. Section 2.02.05 prohibits the placement of any sign above the roofline. The proposal submitted exceeds the permitted number of signs and the maximum size permitted by the Ordinance. In addition, being above the roofline, it does not comply with placement restrictions.

Mr. Randy Schmidt of Allied Signs was present and stated that they wished to replace the existing signs with signs which will actually be smaller in size. Mr. Schmidt explained that the new signs are necessary because of a name change. Mr. Schmidt also stated that they wished the new signs to remain in the same location.

Mr. Dziurman asked if other signs were going to be changed and Ms. Norvell stated that just the face of the existing ground sign will be changed and that permits are not required for that scope of work.

The Chairman opened the Public Hearing. No one wished to be heard and the Public Hearing was closed.

There are no written objections or approvals on file.

Motion by Need
Supported by Sinclair

MOVED, to grant Allied Signs, Inc., 100 E. Big Beaver – SBC, relief of Chapter 78 to replace two existing wall signs located on the penthouse at 100 E. Big Beaver.

- Replacement signs will be smaller than existing signs.
- Variance is not contrary to public interest.
- Variance will not have an adverse effect on surrounding property.

Yeas: All – 5

MOTION TO GRANT VARIANCE CARRIED

ITEM #4 – VARIANCE REQUESTED. WARREN SIGN SYSTEMS, REPRESENTING CHAMPION CELLULAR WAREHOUSE, 2551 LIVERNOIS, for relief to install a 33 square foot wall sign.

Mr. Stimac explained that the petitioner is requesting relief of Chapter 78 to install a 33 square foot wall sign at 2551 Livernois. Section 9.02.03, D of the Sign Ordinance limits the size of a tenant identification wall sign to 20 square feet in the O-M Zoning District. The proposed sign will exceed the maximum square footage allowed by the Ordinance.

Jeff Johnson, of Warren Signs was present and stated that this store is a cellular telephone outlet and that visibility is very poor for oncoming traffic. Mr. Johnson went on to say that they are attempting to develop uniformity from one location to another by having the same identifying sign. Mr. Johnson also explained that if this business was located in a normal business zoned district, rather than an office zoned district a larger sign would be allowed.

Mr. Dziurman asked what the size of the present sign and Mr. Johnson said that it is 28 square feet. Ms. Norvell stated that Building Department records indicate that the existing sign should only be 20 square feet.

The Chairman opened the Public Hearing. No one wished to be heard and the Public Hearing was closed.

There are no written approvals or objections on file.

Mr. Stimac clarified that in a business zoned district, a sign could be 10% of the face of the building; therefore based upon the size of this tenant space, the maximum size of the sign could be 33'.

Mr. Johnson stated that a 20 square foot sign would make visibility very poor and the sign would not be legible.

Motion by Need
Supported by Kessler

MOVED, to deny the request of Warren Sign Systems, representing Champion Cellular Warehouse, 2551 Livernois, for relief to install a 33 square foot wall sign.

- Petitioner did not demonstrate a hardship.

Yeas: 2 – Need, Kessler
Nays: 3 – Dziurman, Zuazo, Sinclair

MOTION TO DENY FAILS

ITEM #4 – con't.

Motion by Sinclair

Supported by Zuazo

MOTION to approve the request of Warren Sign Systems, representing Champion Cellular Warehouse, 2551 Livernois, relief to install a 33 square foot wall sign.

- Variance is not contrary to public interest.
- Variance will not have an adverse effect on surrounding property.

Yeas: 3 – Zuazo, Sinclair, Dziurman

Nays: 2 – Kessler, Need

MOTION TO GRANT REQUEST CARRIED

ITEM #5 –VARIANCE REQUESTED. PAUL SCREWS, 1663 HILLMAN, for relief of Chapter 83 to erect a 4' fence.

Mr. Stimac explained that the petitioner is requesting relief to erect a 48" fence at 1663 Hillman. This property is located at the southwest corner of Hillman and Langford and is, by definition, a double front corner lot. As such it has front yards along both Hillman and Langford. Chapter 83 limits the height of fences in front setbacks to 30". The permit application submitted indicates a 48" high non-obscuring fence in the front setback along Langford.

Mr. Paul Screws was present and stated that presently he has a 30" split rail fence and wished to replace it with a 4' aluminum picket fence. Mr. Screws explained that they have two small dogs and he has placed wire along the split rail fence in order to keep the dogs in his yard. Mr. Screws stated that he would like a fence that is more modern and would require less upkeep. Mr. Screws also said that because of the location of the fence it would not create a problem with visibility from the corner.

Mr. Dziurman stated that from the site plan submitted it was apparent that the proposed fence would be put in an easement area. Mr. Screws stated that he was aware of this and realized that if anyone had to get on the property the fence would have to be removed.

Mr. Need asked Mr. Screws if there would be any hardship if the fence were to be moved a few feet off the property line to allow for some landscaping to be placed between the fence and the sidewalk. Mr. Screws stated that he saw no problem with that requirement.

The Chairman opened the Public Hearing. No one wished to be heard and the Public Hearing was closed.

There are six (6) written approvals on file. There are no objections on file.

ITEM #5 – con't.

Motion by Need

Supported by Zuazo

MOVED, to grant Paul Screws, 1663 Hillman, relief of Chapter 83 to erect a 4' non-obscuring fence in the front setback along Langford.

- Fence will be erected at least 3' from the front property line.
- Additional landscaping will be provided between the sidewalk and fence line.

Yeas: 4 – Zuazo, Dziurman, Kessler, Need

Abstain: 1 – Sinclair

MOTION TO GRANT VARIANCE REQUESTED

ITEM #6 - VARIANCE REQUESTED. ALLIED SIGNS, 1794 MAPLELAWN, SUBARU, for relief of Chapter 78 to install a secondary wall sign.

Mr. Stimac explained that the petitioner is requesting relief of Chapter 78 to install a secondary wall sign at 1794 Maplelawn that would be 43 square feet in size. The petitioner has a 32 square foot primary wall sign with the name Mazda and wishes to install a second 43 square foot Subaru sign. Section 9.02.05, A of the Sign Ordinance limits the size of a secondary wall sign to 20 square feet.

Randy Schmidt of Allied Signs was present and stated that this is the smallest size they could erect, which would still allow the sign to be illuminated. Mr. Schmidt also explained that this logo is given to them by the parent company, and is used to create conformity for each dealership.

The Chairman opened the Public Hearing. No one wished to be heard and the Public Hearing was closed.

There are no written approvals or objections on file.

Motion by Kessler

Supported by Sinclair

MOVED, to grant Allied Signs, 1794 Maplelawn, Subaru, relief of Chapter 78 to install a secondary wall sign that would be 43 square feet in size.

- Variance is not contrary to public interest.
- Variance would not have an adverse effect on surrounding property.

Yeas: All – 5

MOTION TO GRANT VARIANCE CARRIED

ITEM #7 – VARIANCE REQUESTED. BEACON SIGN COMPANY, 5600 CROOKS,
for relief of Chapter 78 to install 4-tenant wall signs on existing canopies.

Mr. Stimac explained that the petitioner is requesting relief of Chapter 78 to install 4 wall signs, each 6 square feet in size, on the existing canopies at 5600 Crooks. Section 9.02.03, D of the Sign Ordinance permits one tenant identification wall sign a maximum size of 20 square feet at this location. The proposal to install 4 signs exceeds the number permitted by the Ordinance. This location also currently displays the primary sign for this building. The allowable 200 square feet of primary signage is used to encompass the two 27 square foot “Palm Restaurant “ signs and the area in between to form one sign. Mr. Stimac also stated that presently the existing signs take up a total of 78 square feet.

Mr. Paul Harris of Beacon Sign Company was present and stated that they wished to add these signs for increased visibility. Mr. Harris also stated that these signs would be aesthetically pleasing.

Mr. Need asked for clarification regarding the amount of square footage requested and Mr. Stimac explained that the petitioner is requesting an additional 24 square feet.

Mr. Zuazo asked if the addition of the new signs would bring the total amount of signage to more than 200 square feet, and Mr. Stimac stated that the signage would still be below 200 square feet.

The Chairman opened the Public Hearing. No one wished to be heard and the Public Hearing was closed.

There are two (2) written approvals on file. There are no written objections on file.

Motion by Need
Supported by Sinclair

MOVED, to grant Beacon Sign Company, 5600 Crooks, relief of Chapter 78 to install 4-tenant wall signs on existing canopies.

- Total amount of signage will not exceed allowable amount of 200 square feet.
- Additional signs will be letters added to bottom of canopies.
- Variance is not contrary to public interest.

Yeas: All – 5

MOTION TO GRANT VARIANCE CARRIED

The Building Code Board of Appeals meeting adjourned at 9:23 A.M.

MS/pp

Other:

Member Comments: David Ogg commented that the city bus was purchased with grant money and the only cost to the city is operating expenses. He also reported that the casinos reimburse groups for bus costs and Troy should be taking advantage of that. Carla will investigate and report back next month.

Parks and Recreation Report: No report.

Troy Medi-Go *Plus* Report: No report.

Nutrition Report: There were **1238** meals served on **18** days at the Troy Community Center in **December**. The average donation was **\$1.71**. **1271** homebound meals were delivered.

The meeting was adjourned at 12:05 p.m.

Respectfully submitted,

Carla Vaughan
Secretary

SENIOR ADVISORY SUB COMMITTEE STUDY SESSION

SUBJECT: SENIOR DINING ROOM

PURPOSE: The prime purpose of this study session is to try to come up with possible suggestions as to how we may increase the number of participants in the Senior Daily Lunch Program.

(A) GOALS AND OBJECTIVES:

1. To discuss problems in general in the lunch room at the present time or in the future.
2. How could we possibly alleviate such problems?
3. What are the rules and regulations for volunteers in the lunch room?
 - (a) Are the rules still the same or have they been revised?
 - (b) Are these rules set by the Parks and Recreation or by Emerald Kitchen?
 - (c) In alleviating the problem is it discussed with Carla or Jean Mosley?
 - (d) How many volunteers are there at the present time?
 - (e) Are the volunteers rotated in service?
 - (f) How can we increase volunteerism?
4. Do we have problems with visitors?
 - (a) How does the supervisor handle this?
 - (b) How does the center handle disruptive visitors (I.E. Seniors)?
5. How do we presently handle our disabled seniors in the lunch room?
 - (a) Wheel chair bound.
 - (b) Walkers
 - (c) Visually or hearing impaired.
6. Do we serve food to disabled first?
 - (a) Do some resent this?
 - (b) Would they like being served as table # is called?
7. Table surveys:
 - (a) Committee feels we should talk to Emerald Kitchen to see if the Advisory Board would be able to read the comments from the patrons to get the general feel of ⁿ they feel about the served meals.
8. Could comparasions be made by committee of other centers lunch programs?
 - (a) Comment made that we have done this type of project in the past.

(B) SUGGESTIONS FOR NEW PHASE OF LUNCH ROOM

1. Suggested that we have Greeters (Hosts and Hostesses) (Volunteers) to welcome Seniors to the New Center.
2. Act as guides at Grand opening of building phase 1.
3. Also at opening of new lunch room.
4. Greeters would be on a rotating basis for every day lunch.
5. Hopefully we will have many volunteers to join this important project.

6. Committee feels that greeters will set the mode for a very pleasant experience for those that attend our new lunch room and Senior Center. This experience hopefully will induce them to return again and again to our community center.
7. The greeters and volunteers will participate once a month in a training session.
8. Coffee and Donuts or some type of morning refreshment will be served at these meetings.
 - (a) The meetings will review problems they may have.
 - (b) Listen to suggestions they may have.
 - (c) The meetings will also let these volunteers know just how much we appreciate their service.
9. The committee also suggested that the center offer more entertainment, often prior to the lunch period.
10. The committee also suggested that the possibility of having music playing softly during lunch—Music of 40s and 50s as an example. The music could be quiet enough for people to carry on a conversation but still make the meal more enjoyable and conducive.
11. Motion was made that we have 3-5 people who eat frequently in the lunch room observe and offer suggestions about how things are going in the lunch room.
 - (a) Marie Hoag voted for 3 persons.
David Ogg voted for 3 persons.
Jo Rhoads voted for 3 persons.
Bill Weisgerber voted nay, stated size too small.
12. Committee felt observers could be helpful to Jean Mosley who is in charge of lunch room. Suggestions could be passed on to her or Senior Advisory Committee.
 - (a) These people are ONLY observers.
13. Question was raised about how many people sign up at a given time?
 - (a) What is the flow of Seniors signing in?
 - (b) How early? How late?
14. Question asked by committee:
 - (a) If we increase attendance from 60-65 to possibly 80+ in our new center lunch program markedly, is Emerald Kitchen prepared to service increase?
(Area Agency on Agency Region 1-b suggested we ask Emerald Kitchen, she also stated that she was quite sure that they would be able to handle the problem because that was their expertise.

(C) GRAND OPENING: PHASE !.

1. What is time schedule for opening?
2. Will Senior Advisory Committee be included in openings?
3. Could we have 5 Recreation Day passes to be given out as raffle prizes for the first week?
4. What avenues of PR will hopefully used to attract Seniors in Troy who do not receive Sr. Newsletter?
5. Whole concept of lunch program should be included with Senior Recreation programs to keep seniors in the center during the day. Not eat and go home, but eat and stay and have fun.

6. Can Asian Pacific Advisory Board translate new opening information into Chinese so the Chinese community seniors can take part in the Grand Opening also?
7. Question raised by Committee about the possibility of advanced reservations, if this could be a feasible project to undertake. Response by Area Agency on Aging Region 1-B said that it probably would not be a good undertaking at this time, but that possibly could be very useful in the future.
8. Suggestion was made by the committee that the tables every so often be rotated from window area so that everyone could enjoy the open space at one time or another. This would eliminate some seniors from getting one large table for themselves every day and not giving others a chance to enjoy the windows. Round tables for awhile and small tables for awhile.

PLEASE NOTE:

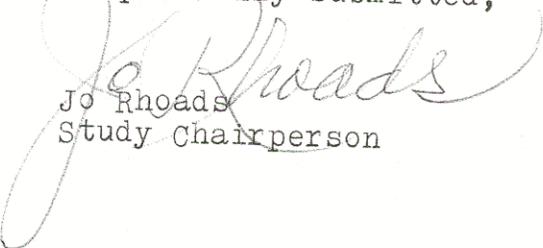
The special study group have met weekly since January 9th, all meetings have been at least 2 hours long, some a little longer.

I would like to thank my committee of:

Marie Hoag
David Ogg
Steve Banch
Bill Weisgerber

for their patience and concerned insight and their many, many suggestions.

Respectfully submitted,


Jo Rhoads
Study Chairperson

PARKS AND RECREATION ADVISORY BOARD
Minutes of February 14, 2002

Present: Orestes Kaltsounis, member Gary Hauff, member
John Goetz, member Tom Krent, member
Larry Jose, member Kathleen Fejes, member
Robert O'Brien, member Stuart Alderman, staff
Carol K. Anderson, staff Jeff Biegler, staff

Absent: Jeff Stewart, Doug Bordas and Lucy Lu

Visitors: Tony Berti, Dale Zygnowicz

Vice Chairman Orestes Kaltsounis called the meeting to order at 7:32 p.m.

A motion by Gary Hauff, supported by Kathleen Fejes, that the minutes from January 11, 2002 be approved as submitted.

Ayes: All Nays: None
MOTION CARRIED

New Business

- A. Nature Center Opening and Ribbon Cutting – February 25th is the scheduled date for the opening ceremony and ribbon cutting. All board members are invited.
- B. Troy Youth Football – Tony Berti, the president of Troy Youth Football for the past 4 years, explained that TYFA has been in existence for 47 years and that he has been involved with the program for 7 years. There are 4 football and 4 cheerleading programs. There were approximately 200 participants in their programs last year and they compete with Oakland and Macomb leagues. The teams play nine games in the season, playoffs and a Superbowl game. They have an annual budget of \$40,000.00 which is raised through various fund raisers, the bulk of which is used for equipment.
- C. Capital Projects – Proposed Capital projects for the 2002-03 fiscal year were discussed.

Old Business

- A. Community Center Update – Target date to open is the end of March. Currently, tiling in hallways, lobby and pool area is being done, painting and flooring in the gymnasium. We are hiring additional staff for the new facility as well as lifeguards. To date, 511 community center passes have been sold.

Member Comments - Mr. Kaltsounis suggested that consideration be given to enlarge the lake at Firefighters Park, make a beach on one side and then charge to use it.

Staff Reports

- A. Director's Report –City Council will discuss whether special events should be allowed in the parks. To allow a special interest group to hold an event in a park does provide an outlet for that group however, the park would not be available to residents during that time as well as set-up and clean up of the event.

We are negotiating the purchase of a parcel on the southwest side of Robinwood Park. This item is also going before City Council.

- B. Recreation Report – The spring brochure has been mailed. Registration begins at the end of February. Spring and summer are our busiest seasons.

Interviews for the Fitness Gym and Aquatics coordinator positions are taking place. The new employees will be introduced to the Board at a later meeting.

- C. Parks Report – Fencing installation at Perrin cemetery is about to begin.

Irrigation installation at Raintree ball diamond and Boulan Lacrosse field is scheduled for the spring.

Additional banners will be installed along Big Beaver from I-75 to Dequindre.

Pathway lighting at Robinwood Park will be completed this year.

Bids went out for a large storage building at DPW so equipment can be stored and not out in the elements to rust.

A motion by Kathleen Fejes, supported by Gary Hauff, to excuse absent members.

Ayes: All

Nays: None

MOTION CARRIED

The meeting was adjourned at 8:57 p.m.

Respectfully submitted,

Mary Peltier

The Chairman, Christopher Fejes called the meeting to order at 7:30 P.M., on Tuesday, February 19, 2002.

PRESENT: Kenneth Courtney
Christopher Fejes
Marcia Gies
Michael Hutson
Matthew Kovacs
Mark Maxwell
Cindy Pennington

Also Present: Mark Stimac
Bob Davisson
Pam Pasternak

ITEM #1 – APPROVAL OF MINUTES OF MEETING OF JANUARY 15, 2002

Motion by Kovacs
Supported by Gies

MOVED, to approve the minutes of the meeting of January 15, 2002 as written.

Yeas: 6 – Courtney, Fejes, Gies, Hutson, Kovacs, Maxwell
Abstain: 1 - Pennington

MOTION TO APPROVE MINUTES AS WRITTEN CARRIED

ITEM #2 – RENEWAL REQUESTED. MADEIRA WOODWORKING, 2707

AMERICAN, for relief of the 6’ high masonry-screening wall required along the north property line.

Mr. Stimac explained that the petitioner is requesting renewal of relief granted by this Board for the 6’ high masonry-screening wall required along the north property line of their site, which abuts residential zoning. This Board has granted this relief since 1990, primarily due to the fact that a wall would be located in the flood way of the Spencer Drain and does not allow for the construction of structures. In February 1999 this renewal was granted for a period of three (3) years. Conditions remain the same and we have no complaints or objections on file.

Mr. Michael Shanker, owner of the property was present and stated that they have cleaned up the area and added more landscaping to make it look more appealing. Mr. Shanker also said that they are unable to put up a wall due to the fact that the property is located in a flood way, and the construction of structures is not allowed.

Mr. Courtney asked Mr. Stimac about the difference between a flood plain and a flood way. Mr. Stimac stated that you can build and maintain a structure in a flood plain with the appropriate permits, however, a flood way has to remain open and that is why no construction is allowed on it. Mr. Stimac also said that if the Spencer Drain were to be enclosed the flood way may be eliminated and construction would be allowed at that time.

ITEM #2 – con't.

Motion by Courtney

Supported by Maxwell

MOVED, to grant Michael Shanker Properties, 2707 American, a permanent variance for relief of the 6' high masonry-screening wall required along the north property line.

- This variance will remain in effect as long as the Spencer Drain exists.
- This variance will expire if the flood-way is eliminated.
- This variance is not contrary to public interest.

Yeas: All – 7

MOTION TO GRANT PERMANENT VARIANCE CARRIED

ITEM #3 – RENEWAL REQUESTED. CITY OF TROY, 2300 W. BIG BEAVER ROAD, for relief of the 6' high masonry-screening wall required along the north property line.

Mr. Stimac explained that the petitioner is requesting renewal of relief granted by this Board for the 6' high masonry-screening wall required along the north property line, which abuts residential zoned property. This relief has been granted on a yearly basis since 1974 due to the fact that the adjacent property is used as a detention pond. In February 1999, this Board granted a three (3)-year renewal of this variance. The City of Troy has recently purchased this property as part of a potential expansion of the adjacent fire station site. We have no complaints or objections on file.

Ms. Larysa Figol, City of Troy Real Estate & Development Department, was present and stated she had nothing to add.

Motion by Courtney

Supported by Maxwell

MOVED, to grant the City of Troy, 2300 W. Big Beaver Road, a permanent variance for relief of the 6' high masonry-screening wall required along the north property line.

- Variance will stay in effect as long as the detention pond remains.
- Variance will expire if the detention pond is eliminated.
- Variance is not contrary to public interest.
- Variance will not have an adverse effect on surrounding property.

Yeas: All – 7

MOTION TO GRANT A PERMANENT VARIANCE CARRIED

ITEM #4 – RENEWAL REQUESTED. NINO SALVAGGIO INVESTMENT COMPANY OF TROY, 6835 ROCHESTER ROAD, for relief to maintain a 6’ high landscaped berm in lieu of the 6’ high masonry-screening wall required along the south and west sides of the property.

Mr. Stimac explained that the petitioner is requesting renewal of relief granted by this Board to provide landscaped berms in place of the 6’ high masonry-screening wall required along the south property line and the west boundary line. This relief has been granted on a yearly basis since 1995. This item last appeared before the Board at the February 1999 meeting and was granted a three (3)-year renewal. Conditions remain the same and we have no objections or complaints on file.

Mr. Stimac also explained that presently the property to the west has been approved for the development of a 50 plus townhouse community and a site plan has been approved on the property to the south for development. Mr. Stimac said that the new development on the property to the south will have to add additional screening. Mr. Stimac also stated that he felt that the construction would probably be done sometime in 2003.

Mr. Terry Ross, Store Manager, was present and stated that he had nothing to add.

Motion by Courtney
Supported by Gies

MOVED, to grant Nino Salvaggio Investment Company of Troy, 6835 Rochester Road, relief to maintain a 6’ high landscaped berm in lieu of the 6’ high masonry-screening wall required along the south and west sides of the property.

- A three-year variance will allow new construction on the adjacent property to be completed.
- A three-year renewal will allow new residents an opportunity to review this berm.
- This variance is not contrary to public interest.
- The variance will not have an adverse effect on surrounding property.

Yeas: All – 7

MOTION TO GRANT RENEWAL OF VARIANCE FOR THREE (3)-YEARS CARRIED

ITEM #5 – VARIANCE REQUESTED. STEVEN NOVOSEL, 2225 VERMONT, for relief to place a temporary storage box and to store a recreational trailer in the front yard of a residential property.

Mr. Stimac explained that the petitioner is requesting relief to place a temporary storage box and a recreational trailer at 2225 Vermont. The site plan submitted indicates the placement of an 8’ x 40’ storage box in the rear yard to be used for storage of personal equipment and materials during the construction of a new home on the adjacent

ITEM #5 – con't.

property. Section 43.80.00 of the Zoning Ordinance requires Board of Zoning Appeals approval for the placement of a temporary structure.

In addition, the petitioner is requesting relief to park an 8' x 40' recreation trailer on the driveway in front of the house during the construction project. Section 40.65.02 prohibits the storage of recreational vehicles in the front yard.

Mr. Steven Novosel was present and stated that his family has lived in Troy for more than 50 years. Mr. Novosel stated that he had spoken to his neighbors and explained that both of his requests were for a temporary period only. Mr. Novosel said that he would need these variances for a period from April through December. Mr. Novosel further stated that his builder had guaranteed him that the new construction would be done in this time frame. Mr. Novosel brought in a letter from his neighbors, showing their support.

Mr. Courtney asked Mr. Novosel about the recreational trailer and Mr. Novosel explained that when construction is complete the trailer will go in an area at the back of the house. Mr. Novosel also informed the Board that he has had this trailer for at least three (3) years and has not had anyone complain about it. Mr. Novosel explained that he uses this trailer to haul a racecar around from Thursday to Sunday beginning in April and going through September and also to store parts that he needs to keep his car running.

Mr. Hutson stated that he did not feel the Zoning Ordinance covered the parking of a recreational trailer on residential property. Mr. Davison stated that the Board can grant a request to store a recreational trailer on residential property, and Mr. Hutson expressed concern over the fact that he did not think this applied to a temporary situation. Mr. Stimac stated that Section 43.80.00, grants the Board additional powers and he believes that the approval of the temporary storage of a recreational trailer would fall into this category. Mr. Stimac explained that the Board can grant the temporary use of a structure for a period not to exceed two years. Mr. Hutson stated that he felt that this provision would cover the storage container and not the recreational vehicle. Mr. Stimac also went on to say that Section 40.65.02 prohibits the storage of recreational vehicles in the front yard. Mr. Stimac explained that although the storage of a recreational vehicle is something that is granted to all property owners, the location of the trailer becomes the criteria. Mr. Hutson questioned whether the powers granted to the Board would allow for the approval of the storage of the trailer in the front yard.

After further discussion, Mr. Courtney suggested that each request be considered separately, as he wished the Legal Department to look into the wording of the Ordinance.

Mr. Kovacs asked what Mr. Novosel would do if his request for the storage of the trailer were not granted, and Mr. Novosel stated that no matter where he parked this trailer, it

ITEM #5 – con't.

would still be in the front of the house. Mr. Novosel also stated that he removes the trailer from Thursday through Sunday, as that is when he is at the car races.

Ms. Pennington asked if the trailer could be put at the back of the property, and Mr. Novosel stated that the ground is too soft to move the trailer back there.

The Chairman opened the Public Hearing. No one wished to be heard and the Public Hearing was closed.

There are ten (10) written approvals on file. There are two (2) written objections on file.

Motion by Hutson
Supported by Courtney

MOVED, to grant Steven Novosel, 2225 Vermont, relief of the Ordinance for the temporary placement of a storage box.

- Temporary placement will be in effect from April 1, 2002 through November 30, 2002.
- This request will not have an adverse effect on surrounding property.
- This request applies to this property only.

Yeas: All – 7

MOTION TO GRANT TEMPORARY PLACEMENT OF A STORAGE BOX GRANTED

Motion by Courtney
Supported by Gies

MOVED, to deny the request of Steven Novosel, 2225 Vermont, for relief to store a recreational vehicle in the front setback.

- This request would be contrary to public interest.
- Petitioner did not demonstrate a hardship.

Yeas: 2 – Fejes, Kovacs
Nays: 3 -- Pennington, Courtney, Gies
Abstain: 2 – Hutson, Maxwell

MOTION TO DENY FAILS

Motion by Courtney
Supported by Maxwell

ITEM #5 – con't.

MOVED, to table the request of Steven Novosel, 2225 Vermont, for relief to temporarily store a recreation vehicle in the front setback of his property until the meeting of March 19, 2002.

- Tabling will allow the Legal Department to determine if this request falls under the jurisdiction of the Board of Zoning Appeals.

Yeas: 5 – Courtney, Gies, Hutson, Maxwell, Pennington

Nays: 2 – Fejes, Kovacs

MOTION TO TABLE THIS REQUEST UNTIL THE MEETING OF MARCH 19, 2002
CARRIED

ITEM #6 – VARIANCE REQUESTED. CORDELL CRAIG, 366. W. MAPLE (PROPOSED ADDRESS), for relief to construct a car wash with a zero foot side yard setback adjacent to Industrial Zoning where a 10-foot side yard is required.

Mr. Stimac explained that the petitioner is requesting relief to construct a car wash in the H-S (Highway Service) Zoning District. The property immediately to the west is located within the M-1 (Light Industrial) Zoning District. The site plan submitted indicates a zero foot setback from the proposed building to the west property line. Paragraph E of Section 31.30.00 states that when a H-S District abuts an M-1 District a minimum 10-foot side yard setback be provided on the H-S site. Mr. Stimac also stated that the petitioner had the property recently re-zoned to H-S (Highway Service).

Mr. Cordell Craig was present and explained that this would be a tunnel wash, which would wash the outside of the vehicle only. Mr. Craig also handed out a site plan showing the location of the car wash on the east side of the property in compliance with the ordinance. Mr. Craig explained that if the car wash were constructed on the east side of the property, a variance would not be required, however, it has been determined that this design would create a serious traffic hazard. Mr. Craig brought in pictures of the property immediately to the west owned by Thunderbird Lanes, which show that this area is not maintained.

Mr. Maxwell asked about the location of the car wash on the east side of the property and Mr. Stimac explained that the proper layout for a car wash creates a counter clockwise traffic flow. The location of the car wash on the east side would create a serious traffic flow problem.

Mr. Craig stated that the County Road Commission would not approve this eastern location because they feel it would be too dangerous. Mr. Maxwell asked why there is two-way traffic. Mr. Craig stated that one lane is considered an escape lane. Mr. Maxwell asked how large the driveway would be and Mr. Craig stated that the apron would be 60'.

ITEM #6 – con't.

Mr. Courtney asked if the building could be moved farther back on the site and then placed on the east side. Mr. Craig stated that this was feasible, however, there would not be as much stacking room available. Mr. Maxwell expressed concern over the fact that he thought this plan may create a problem for vehicles entering and exiting the location, and stated that he would like to see some sort of division separating this flow of traffic. Mr. Craig stated that they plan to have arrows as well as signs to direct traffic. Mr. Craig stated that the car wash on the west side of the property would not create as large a traffic problem. Mr. Craig went on to say that they are attempting to make it as easily accessible as possible.

Mr. Courtney expressed concern over the size of the driveway, due to the fact that it would be 22' wide. Mr. Craig stated that the City requires a 5' sidewalk and the actual curb cut would be 60' wide. Mr. Craig also said that they are planning to have a 27' wide driveway and the widest they can make the mouth of the driveway is 60'. Mr. Kovacs asked what the minimum curb cut was and Mr. Stimac replied that it is 30'. Mr. Stimac also explained that the Engineering Design Standards propose that the width of the driveway where it crosses the property line has to be 30', however, Chapter 33 of the City Ordinance limits curb cuts to no more than 45% of the lot width. Based upon the 60-foot lot width, the curb cut cannot be more than 27'.

The Chairman opened the Public Hearing.

Ms. Moore, the Attorney for Thunderbird Lanes was present and stated that her client objected to this variance request. Ms. Moore said that the reason they object, is because this building would be right on the property line, therefore, their property would be the most affected. Ms. Moore expressed concern over the fact that traffic would increase, as well as the effect construction vehicles would have on their property. Ms. Moore also stated that they are concerned about any work that would have to be done if a water main broke. Ms. Moore also stated that they planned to have their property cleaned up within a week and that they would rather see this car wash constructed on the east side of the site.

No one else wished to be heard and the Public Hearing was closed.

There are no written approvals or objections on file.

Mr. Courtney asked if it would be possible to move the building approximately 4' to 5' to the east, which would allow for some type of setback. Mr. Stimac stated that he thought this could be done and Mr. Craig stated that he did not see a large problem with this suggestion. Mr. Craig expressed concern about the amount of landscaping which would be required.

Motion by Courtney
Supported by Maxwell

ITEM #6 – con't.

MOVED, to grant Cordell Craig, 366 W. Maple (proposed address) relief of the Ordinance to construct a car wash.

- Building is to be constructed 5' from the property line.
- Drive will be constructed a minimum of 27' wide from the point of the exit of the carwash to the curb cut.
- Changing the location of the building from the west side of the site to the east side would create a dangerous situation.
- This variance is not contrary to public interest.
- This variance will not have an adverse effect to surrounding property.

Yeas: 6 – Courtney, Fejes, Gies, Kovacs, Maxwell, Pennington

Nays: 1 – Hutson

MOTION TO GRANT VARIANCE WITH A 5' SETBACK CARRIED

ITEM #7 – VARIANCE REQUESTED. RICHARD MERGEL, 3257 WENDOVER, for relief to have a 34.4-foot front yard setback where 40 foot is required in the R-1B zoning District to construct a covered front porch addition.

Mr. Stimac explained that the petitioner is requesting relief of the front yard setback to construct a covered front porch addition. The site plan submitted indicates that the proposed addition will result in a front yard setback of 34.4 feet. Section 30.10.02 of the Zoning Ordinance requires a 40 foot minimum front yard setback in the R-1B Zoning District.

Chris Morgan, the designer of this addition was present and stated that presently the home has a second floor balcony which is in a state of disrepair. Mr. Morgan went on to say that they wished to renovate the exterior of the home and eliminate this balcony. Mr. Morgan stated that this would add to the curb appeal of this home, as well as give the family a much need closet and foyer.

The Chairman opened the Public Hearing.

Jane Nikolas, 3204 Wendover, was present and stated that she objects to this request, as she believes the home is quite beautiful and this addition may make it appear to be a "big foot" house.

No one else wished to be heard and the Public Hearing was closed.

There are three (3) written approvals on file. There are no written approvals on file.

Motion by Hutson

Supported by Pennington

ITEM #7 – con't.

MOVED, to grant Richard Mergel, 3257 Wendover, relief to have a 34.4-foot front yard setback where 40 foot is required in the R-1B Zoning District to construct a covered front porch addition.

- Variance is not contrary to public interest.
- Conformance would be unnecessarily burdensome.
- Variance will not have an adverse effect on surrounding property.
- Variance will not establish a prohibited use in this Zoning District.

Yeas: All – 7

MOTION TO GRANT VARIANCE REQUEST CARRIED

ITEM #8 – VARIANCE REQUESTED. AMERICAN TOWER CORPORATION, 991 BADDER, for relief to have a 29 foot front yard setback where 50 foot is required in the M-1 Zoning District to install an equipment building and fence enclosure.

Mr. Stimac explained that the petitioner is requesting relief of the front yard setback to install an equipment building and fence enclosure. Section 30.20.09 of the Zoning Ordinance requires a minimum 50' front setback in the M-1 (Light Industrial) Zoning District. The site plan submitted indicates that the equipment building will be located 30 feet from the front property line and the fence enclosure will be 29 feet from the front property line along Badder.

Mr. Maxwell expressed concern over the fact that he feels that the present fence enclosure is extremely close to the street. Mr. Stimac explained that Badder is only 30' wide and the right of way is right at the curb line.

Todd Wells and Mark Morris of Nextel were present and stated that they are the carrier that wished to place their equipment at this site. Mr. Wells stated that they wished to re-locate the existing equipment building and put the fence enclosure around it, which will result in a 29-foot setback from Badder. Mr. Wells also stated that they plan to add additional landscaping to make the site more attractive.

Mr. Courtney asked if the petitioner would stack the equipment if the variance were to be denied, and the petitioner replied that they would have to look into the feasibility of this. Mr. Hutson asked if the new fence enclosure would stick out further than the building which is located directly east of this site, and the petitioner stated that it would not stick out any further.

Mr. Maxwell stated that an objection had been turned in which stated that the noise from the motors was extremely loud. Mr. Wells said that there is an air-conditioner used for cooling was there but he thought it could be relocated to the north side of the property.

The Chairman opened the Public Hearing.

ITEM #8 – con't.

Mr. Don Massey, 1005 Key West Drive, Clawson, was present and stated that he objects to this request due to the noise from this site as well as other sites in the area. Mr. Massey stated that it is difficult to rest and creates a dangerous situation when you travel.

Mr. Kovacs asked if Mr. Massey would approve of the variance, if the Board were to stipulate that conditions would have to be made to make sure the noise level did not increase. Mr. Massey replied that there would be more equipment added, and he did not see how the noise could be regulated. He was still opposed to this request.

No one else wished to be heard and the Public Hearing was closed.

There are three (3) written objections on file. There are two (2) written approvals on file.

Motion by Maxwell
Supported by Gies

MOVED, to deny the request of American Tower Corporation for relief of the front yard setback to install an equipment building and fence enclosure.

- Variance request is excessive.
- This variance would have an adverse effect on surrounding property.
- This variance is contrary to public interest.

Yeas: 6 – Gies, Hutson, Kovacs, Maxwell, Pennington, Fejes
Nays: 1 – Courtney

MOTION TO DENY REQUEST CARRIED

Mrs. Gies stated that she thought she should be excused from hearing the next item due to the fact that she had sold a home to Mr. Robert Farran. Mr. Davisson stated that he did not believe this created a conflict of interest due to the fact that she was not working with Mr. Farran at the present time.

Motion by Pennington
Supported by Maxwell

MOVED, to excuse Mrs. Gies from hearing Item #9.

Yeas: None
Nays: 7 – All

MOTION TO EXCUSE MRS. GIES FAILS

ITEM #9 – VARIANCE REQUESTED. ROBERT FARRAN, 108 MACLYNN, for relief to have a 40 foot rear yard setback where a 45 foot rear yard is required in the R-1B Zoning District to construct a master bedroom addition.

Mr. Stimac explained that the petitioner is requesting relief of the rear yard setback to construct a master bedroom addition. The site plan submitted indicates the proposed addition would result in a 40' rear yard setback. Section 30.10.02 requires a 45' minimum rear yard setback in the R-1B Zoning District.

Mr. Farran was present and stated that he suffers from multiple sclerosis and his condition requires that he use a wheel chair. Mr. Farran stated that he is able to presently maneuver in his bathroom, but finds that the turning radius is very tight. Mr. Farran stated that he wished to have this variance to make his life a little easier.

The Chairman opened the Public Hearing. No one wished to be heard and the Public Hearing was closed.

There are nine (9) written approvals on file. There are no written objections on file.

Motion by Pennington
Supported by Courtney

MOVED, to grant Mr. Robert Farran, 108 Maclynn relief of the Ordinance to construct a master bedroom addition that would result in a 40' rear yard setback where a 45' minimum rear yard setback is required.

- Variance is not contrary to public interest.
- Variance would not have an adverse effect on surrounding property.
- Conformance is unnecessarily burdensome.

Yeas: All – 7

MOTION TO GRANT VARIANCE CARRIED

ITEM #10 – VARIANCE REQUESTED. JOSEPH MANIACI, OF CHERRY CREEK, LLC. 3911 FINCH (PROPOSED ADDRESS), for relief to have a 40.5 foot rear yard where 45 foot is required in the R-1B Zoning District to construct a new single-family residence.

Mr. Stimac explained that the petitioner is requesting relief of the rear yard setback to construct a single-family residence. The site plan submitted indicates that the first floor of the proposed house would be located 42 feet from the rear property line and that the second floor of the house projects out another 1.5 feet resulting in a 40.5' setback to the rear property line. Section 30.10.02 of the Zoning Ordinance requires a 45' minimum rear yard setback in the R-1B Zoning District.

ITEM #10 – con't.

Mr. Maniaci was present and stated that he has done several developments in Troy and due to the fact that this lot is only 118' deep, it is difficult to find a home to build here which would appeal to a new resident. Mr. Maniaci went on to say that the proposed home would only take up 13% of the lot. Mr. Maniaci further stated that the property behind this site is going to be part of the new wetlands; therefore no construction will take place behind this home.

Mr. Hutson expressed concern over the fact that there are two existing ranch homes on either side of this lot, and he felt that perhaps a colonial would be over building the area. Mr. Hutson also stated that a ranch style home could be built without a variance. Mr. Maniaci stated that he could put in a narrow style ranch home, but did not feel that this type of home is what people moving into Troy are looking for.

Mr. Fejes asked what Mr. Maniaci would do if his request was denied, and Mr. Maniaci replied that he had another colonial type of home that he could build in this area. Mr. Fejes stated that it is difficult to grant a variance for a home that has not been built, when there are already existing homes in the area.

Mr. Kovacs asked if a person would be able to add on to this home if this variance were granted, and Mr. Maniaci replied that he thought they would be able to add on to the great room.

The Chairman opened the Public Hearing. No one wished to be heard and the Public Hearing was closed.

There is one written objection on file. There are no written approvals on file.

Motion by Courtney
Supported by Gies

MOVED, to deny the request of Joseph Maniaci, of Cherry Creek LLC, 3911 Finch (proposed address) for relief to have a 40.5 foot rear yard setback where 45 feet is required in the R-1B Zoning District to construct a new single family residence.

- Petitioner did not demonstrate a hardship.
- Variance would be contrary to public interest.
- Variance causes an adverse effect to properties in the immediate vicinity.

Yeas: 5 – Courtney, Fejes, Gies, Hutson, Kovacs
Nays: 2 – Maxwell, Pennington

MOTION TO DENY REQUEST CARRIED

The Board of Zoning Appeals meeting adjourned at 10:13 P.M.
MS/pp

Meeting called to order at 7:33 P.M. on Tuesday, February 19, 2002.

PRESENT: Kevin Danielson, Chair
David Eisenbacher, Secretary
Paul Lin
Jacques O. Nixon

STAFF: John M. Skeens, Education Coordinator/Museum

ABSENT (EXCUSED): Marjorie A. Biglin, Co-Chair
Dorothy Scott

ITEM #1 APPROVAL OF MINUTES OF MEETING OF JANUARY 15, 2002.

MOVED BY NIXON, SECONDED BY EISENBACHER, TO APPROVE THE MINUTES OF THE MEETING OF JANUARY 15, 2002 AS WRITTEN.

Yes: 4— Yes. Danielson, Eisenbacher, Lin, Nixon

ITEM #2 NEW BUSINESS

A. City Council commitment reminder for historic district site # 10-101-004.

MOVED BY NIXON, SECONDED BY DANIELSON, TO REMIND THE CITY COUNCIL ABOUT THEIR COMMITMENT TO THE HISTORIC DISTRICT COMMISSION IN MAKING THE CHURCH AND PARSONAGE PROPERTY (SITE ID NUMBER 10-101-004) INTO A PARK FOR A PUBLIC ORIENTATION AND HISTORICAL INFORMATION CENTRE. THIS REFLECTS THE VERBAL COMMITMENT MADE BY MEMBERS OF THE CITY COUNCIL AT THE TIME THAT THE PROPERTY ACROSS THE STREET WAS SOLD TO JOHN'S PARTY STORE. ADDITIONALLY THE AD-HOC CHURCH COMMITTEE SUPPORTED THE USE OF THE CHURCH AND PARSONAGE PROPERTY AS A PARK.

Yes: 4— Yes. Danielson, Eisenbacher, Lin, Nixon

ITEM #3 OLD BUSINESS

A. 770 West Square Lake Road: Construction still in process. Tabled.

B. Church & Parsonage Update: Architect Gerald Yurk has been approved by City Council for the construction.

C. Flyer Program:

1. John Skeens to meet with the City Attorney to review and approve the "To Preserve Our Heritage" brochure.
2. Development of an informational flyer/booklet. John Skeens presented two examples – produced by Farmington and Farmington Hills. Paul Lin brought an example from Seattle. Concept is to make a small booklet (5

½"x8 ½") with pictures and short cultural history of each of the historic sites in Troy and a fold-out map with site locations.

- D. Yamasaki Designation: The Historic District Commission would like to designate the site as historic. Information is being gathered and the goal is to proceed with a Local, State, and National Designation for the site honoring Minoru Yamasaki and his outstanding worldwide contribution to architecture (World Trade Center, Seattle Space Needle and Science Center, Bahrain Air Terminal, St. Louis Airport Terminal, McGregor Conference Center at Wayne State University, Consolidated Gas Building, Detroit, etc., etc., etc.). Tabled until next meeting.

- E. Commemorative Bench (stone cap on brick boarder): The Historic District Commission wishes to sponsor a commemorative bench at the Veterans Memorial in front of city hall to honor the Revolutionary War, Civil War, and Spanish American War Veterans. Jack Nixon will meet with Jack Turner to gather further details.

ITEM #4 OTHER

- A. Cemetery Marker: City Council has approved funding to the Parks and Recreation Department for a granite boulder to be placed at the entrance to the Beach Road Cemetery. It will be engraved with an inscription and the names of those pioneers buried in the cemetery.

The Historic District Commission meeting adjourned at 8:56 P.M.

The next regular meeting is scheduled on Tuesday, March 19, 2002 at 7:30 PM at the Troy City Hall in Conference Room C.

Sincerely

John M. Skeens
Education Coordinator/Museum

**TROY DAZE MINUTES
FEBRUARY 26, 2002**

Called to order at 7:36PM by Bob Berk

Present:	Bill Hall	Cheryl Whitton-Kaszubski
	Jim Cyrulewski	Tonya Perry
	Jeff Biegler	Kessie Kaltsounis
	Cele Dilley	Bob Matlick
	Dave Swanson	Steve Zavislak
	Bob Berk	Xin Li

Chairpersons & Guests:	Bob Broquet	JoAnn Preston
	Robert Preston	Scott Wharff
	Tarcisio Massaini	Tom Connery
	Leonard Bertin	Daniel P. O'Brien
	Mike Gonda	

Motion by Cheryl, second by Jim, and carried, to excuse Sue Bishop.

Secretary Report – Motion by Cheryl, second by Cele, and carried, to accept January minutes as submitted.

New Business – APOINTMENT OF MAGIC OF FALL/TROY DAZE FESTIVAL ACTIVITY CHAIRPERSONS AND CO-CHAIRPERSONS – None.

RECOMMENDATION FOR TROY DAZE ADVISORY COMMITTEE – Table this item until after Committee Meeting.

RECOMMENDATION FOR TROY CHAMBER OF COMMERCE LIAISON TO TROY DAZE ADVISORY COMMITTEE – Will cover at the Committee Meeting to follow.

Meeting reconvened at 9:09PM

Since moving, Eldon is no longer eligible to be on the Advisory Board and needs to be replaced. It would be a good idea to nominate any of the several Committee members that have been faithful workers for sometime and that are able to attend regularly. Bob Preston and Karen Mooradian were both mentioned as being Committee Chairpersons for a number of years and that Bob has been attendance almost every meeting.

Motion by Cele, second by Kessie, and carried, to recommend Bob Preston for Troy Daze Advisory Committee. He will be contacted to submit a resume as soon as possible.

Bob will review the minutes of the Advisory Committee Board for the last year. He will then contact any that have missed meetings regularly without an excused absence to remind them of the necessity of regular attendance.

Bob & Jim will try to set up a meeting in early March with Cyndee, Lynda, and Sandy to review the budget for the pageants. Since it is probably only for one year maybe a nice idea would be to hold the pageant at the festival on Thursday night and could probably use the Craft Show tent. If that isn't feasible, perhaps another site could be found that would be less expensive than the recently used site. After that, the plan would be to return to the Community Center when the construction is finished and a stage will be available again.

Adjourned at 9:49PM.

Next Troy Daze Advisory Committee meeting March 26, 2002 at 7:30PM, followed by Festival Committee meeting.

The Chairman, Ted Dziurman, called the Building Code Board of Appeals meeting to order at 8:30 A.M. on Wednesday, March 6, 2002.

PRESENT: Ted Dziurman
Rick Kessler
Bill Nelson
Bill Need
Frank Zuazo

ALSO PRESENT: Mark Stimac
Ginny Norvell
Pam Pasternak

ITEM #1 – APPROVAL OF MINUTES OF MEETING OF FEBRUARY 6, 2002.

Motion by Need
Supported by Kessler

MOVED, to approve the minutes of the meeting of February 6, 2002 as written.

Yeas: All – 5

MOTION TO APPROVE MINUTES AS WRITTEN CARRIED

ITEM #2 – VARIANCE REQUESTED. JOHN A. HICKS, JR., 512 E. MAPLE, for relief of Chapter 78 to install a 36 square foot ground sign, setback 5 feet from the right of way.

Mr. Stimac explained that the petitioner is requesting relief of Chapter 78 to install a 36 square foot ground sign, setback 5 feet from the right of way at 512 E. Maple. Section 9.02.05, A of the Sign Ordinance requires that a ground sign be placed at least 10 feet setback from the right of way.

Mr. John Hicks, Jr. was present and stated that due to the fact that there are a number of trees in front of the property, if the sign location were to be in compliance, it would not be visible from the street. Mr. Hicks also stated that there is a reservoir behind the trees, which also makes moving the sign back behind the trees very difficult. Mr. Hicks went on to say that the setback allows for use of the sidewalk, however, there are no other sidewalks within a quarter of a mile of the site. Mr. Hicks indicated that he wished to have this sign located with the same setback as the existing sign.

The Chairman opened the Public Hearing. No one wished to be heard and the Public Hearing was closed.

There are no written approvals or objections on file.

Mr. Need asked the petitioner why he was removing his logo from the existing sign and Mr. Hicks stated that he wished to have the Tuffy logo at the top of the sign with a “reader board” at the bottom of the sign. Mr. Hicks explained that a “reader board” would indicate the specials that Tuffy is offering.

ITEM #2 – con't.

Mr. Stimac asked if the petitioner would have any control over the existing sign, once his name is removed and the petitioner stated that he would not.

Motion by Need

Supported by Nelson

MOVED, to grant John A. Hicks, Jr., 512 E. Maple, relief of Chapter 78 to install a 36' square foot ground sign, setback 5' from the right of way.

- Variance is not contrary to public interest.
- Variance will not have an adverse effect on surrounding property.
- Variance will not create a prohibited use in a zoning district.

Yeas: All – 5

MOTION TO GRANT REQUEST CARRIED

ITEM #3 – VARIANCE REQUESTED. HELLER MACHINE TOOLS, 1225 EQUITY, for relief of Section 507.2 of the 2000 Michigan Building Code.

Mr. Stimac explained that the petitioner owns an existing 62,500 square foot industrial building on Equity Drive. The building was originally reviewed and approved as an unlimited area building. Based upon the code requirements at the time of approval, the building, among other things, had to be located at least 50 feet from the property line in order to qualify for the unlimited area status. This yard could be reduced to 30 feet if a two-hour rated wall was constructed.

We are now enforcing the 2000 Michigan Building Code. Section 507.2 of that code now requires that a building be located at least 60 feet from the property line in order to qualify for the unlimited area status. This distance can still be reduced by 20 feet, down to only 40 feet, but now the wall would have to be a three-hour rated wall.

The petitioners are now proposing a 32,000 square foot addition on the opposite side of the building. Without the unlimited area status the existing building and addition would have to be divided by firewalls into areas of less than 73,625.

Jack Zelazny, Vice President of Architecture for Campbell/Manix, Robert Jordan, Project Architect, and Joe Niman, operations manager of Heller Machine Tools, were present. Mr. Zelazny stated that this building has been in compliance, however, with the changes in the Building Code, the proposed addition requires a variance. Mr. Zelazny went on to say that they have attempted to comply with the Building Code, but have found that there are very unusual costs to compartmentalize this building.

ITEM #3 – con't.

Mr. Jordan explained that because there exist crane footings that extend beyond the walls of the existing building the addition of a 3-hour firewall would require the addition of a very costly grade beam, which would bring the cost of the firewall to in excess of \$200,000.00. Mr. Jordan also stated that Section 34 of the current Code dealing with existing buildings does not adequately address the conditions of an unlimited area building. Mr. Zelazny pointed out that they have done everything necessary to make sure that the existing building is in compliance as far as landscaping and parking.

Mr. Nelson asked if the proposed future additions would require a variance and Mr. Stimac stated that unless the motion made at this time included the future additions they would, as the building would still be non-conforming to the requirements of an unlimited area building.

Mr. Dziurman asked Mr. Stimac to explain the term “unlimited area building”. Mr. Stimac stated that based on the hazards and use of a building, and whether or not a building is fire-suppressed, the building code establishes a maximum size for the building. If a one or two-story building is located on a piece of property by itself far from the property lines, is of a low to moderate hazard, and is fully suppressed it can be considered an unlimited area building.

Motion by Nelson
Supported by Kessler

MOVED, to grant Heller Machine Tools, 1225 Equity, relief of Section 507.2 of the 2000 Michigan Building Code to have an unlimited area building with a 43-foot setback to the east property line from the existing building with no fire rating where 60 feet is required.

- Variance is not contrary to public interest.
- Variance will not have an adverse effect on surrounding property.
- No adverse effect has been previously found with buildings within the 50' setback limit.

Yeas: All – 5

MOTION TO GRANT REQUEST CARRIED

The Building Code Board of Appeals meeting adjourned at 8:55 A.M.

MS/pp

Advisory Committee for Senior Citizens
Minutes of March 7, 2002

Present: David Ogg, Member Steven Banch, Member
Jo Rhoads, Member Ed Forst, Member
Merrill Dixon, Member Bill Weisgerber, Member
Lawrence Jose, Member Carla Vaughan, Staff

Excused: Jane Crowe, Marie Hoag

Absent: None

Visitors: Kraig Schmottlach, Joan Roberts, Katherine Freeman, Jo-Anne Stein

Approval of Minutes: Motion by Jo Rhoads, supported by Larry Jose that the minutes of February 7 2002 be approved as amended: Mr. Weisgerber’s New Dining Room Grand Opening proposal be attached to the sub-committee report and that sub-committee report should be revised to say that the requested free passes would be drawn at random. Ayes: All Nays: None MOTION CARRIED.

Old Business:

Community Center Open House: Kraig Schkmottlach reported that the open house will be on April 6 from 11 am – 3 pm. Committee members were invited to assist with refreshments and balloons, and could also answer questions about the senior program that day. Bill Weisgerber suggested that a suggestion box be available that day. The dedication will be held on March 25 at 10 am, and Advisory Committee members will receive an invitation.

Community Center Update: Carla handed out a flyer regarding parking at the new Community Center. These site maps will be available to participants two weeks prior to March 25. She also handed out a list of room assignments for the new building. 1,239 passes have been sold to date. There will be no free 30 day passes to hand out at the open house.

New Business:

Fee for City Bus: Carla reported that the bus was not purchased with grant money and the Parks and Recreation Department pays a rental rate to the Motor Pool Department to use the bus. User fees cover the direct cost of trips, including the bus. We cannot get a free bus for casino trips. Some casinos do offer incentives to motor coach companies that bring many buses (which must be equipped with bathrooms) to the casino. David Ogg reported that he met with Councilwoman Louise Schilling and she is also going to look into these matters. She is also looking into why the City did not apply for grant money for furniture for the new Community Center and why Emerald Kitchens asks for a larger donation for the lunch here in Troy. He will invite her to a meeting as soon as she has something to report. He indicated that she suggested that the Advisory Committee’s position is not to operate the Community Center but to also look outside the Community Center and to make recommendations.

Lunch Program: Jo Rhoads distributed minutes from the sub-committee's last meeting. There was additional discussion about who is in charge of the lunchroom and who should receive complaints. Carla stated that the Community Center staff is very responsive, and they should have the first opportunity to resolve complaints. Jo Rhoads made a motion that Advisory Committee members act as greeters when the new Community Center first opens. Ayes: 3. Nays: 4. MOTION DENIED. Jo Rhoads made a motion, seconded by Steve Banch, to recommend that items B 2-4 on the attached minutes of the sub-committee be adopted. Ayes: 7. Nays: 0. MOTION CARRIED. Steve Banch made a motion, seconded by Bill Weisgerber, that a project council be formed comprised of program participants, to advise program administrators (Emerald Kitchens) about the lunch program, and that this committee will report to the Advisory Committee only when problems cannot be resolved. Ayes: 6. Nays: 1. MOTION CARRIED. Carla will provide interested persons with the Area Agency on Aging's Congregate Meal guidelines. Carla announced that there will be a grand opening of the dining room on Friday, April 12.

Videotaping of Meetings: Bill Weisgerber has received the okay from the City Manager to videotape the Senior Advisory meetings for cable TV. He asked committee members how they felt about this. Merrill Dixon directed committee members to think about it until the next meeting and discuss it then.

Separate Budget for Senior Program: Bill Weisgerber suggested that the committee should consider recommending a separate budget for the senior program and ask someone from City Hall to attend a meeting to answer questions about this issue. Merrill Dixon directed committee members to think about it until the next meeting and discuss it then.

Moveable Bulletin Boards at Community Center: Bill Weisgerber suggested that moveable bulletin boards on stands be used at the Community Center to announce the location of senior activities. Merrill Dixon directed committee members to think about it until the next meeting and discuss it then.

Prescription Drugs: Bill Weisgerber suggested that the committee provide a source of information about prescription drugs. Merrill Dixon directed committee members to think about it until the next meeting and discuss it then.

Other:

Suggestions in Suggestion Box: A suggestion was received from Jean Meyer requesting that we stop at the duty free shop in the way home from Casino Windsor trips. Carla reported that she has already discussed this with the staff person who sets up gambling trips. We will take a vote on the next trip, and give it a try on the following trip if the majority want it.

Parks and Recreation Report: No report.

Troy Medi-Go Plus Report: Jo Rhoads reported the Medi-Go is purchasing another van.

Nutrition Report: There were **1242** meals served on **21** days at the Troy Community Center in **January**. The average donation was **\$1.92**. **1392** homebound meals were delivered.

Office of Services to the Aging Newsletter: Jo Rhoads asked Carla if she could request to put all committee members on the mailing list for this newsletter.

The meeting was adjourned at 12:05 p.m.

Respectfully submitted,

Carla Vaughan
Secretary

NEW DINING ROOM GRAND OPENING

The Senior Advisory Committee is promoting a new format in dining. The arrangements will begin with the opening of the mid-day meal program this month in our new building.

In celebrating the new building, there will be an array of dining happenings and particulars. It shall be a new and enjoyable experience to the mid-day meal.

To participate, it is suggested that your table reservation be made as soon as possible. Reservation should be made in person at the reception desk in the Civic Center. Attendance is limited by the physical space available. Participation is on a first come basis.

Don't procrastinate.

Troy Senior Advisory
Sub-Committee Study Session

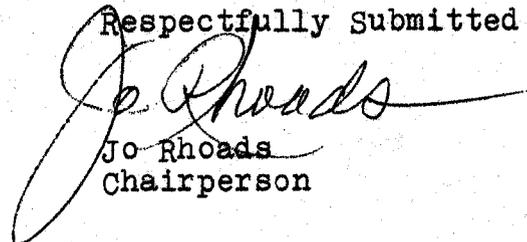
Attendance : David Ogg
Merril Dixon
Jo Rhoads
Bill Weisgerber
Marie Hoag (Excused)

Steve Banch (Excused)

Discussions About:

- A. Concerns about:
1. Roll Senior Advisory can play in Grand Opening of Phase 1. Lunchroom program.
- B. Suggestions:
1. Advisory greeters.
2. Menu posted (large print) *outside the lunchroom*
3. Building Directory at front and at the back, again suggested large print. Either on posted stand or at eye level for easy reading.
4. Door Signs: over doorways to indicate what room is used for. Example-First Aid, Counseling, "etc"
- C. How can we be helpful to Parks and Recreation and to Emerald Kitchen in bringing "NEW" seniors to the center and to the "NEW" lunchroom?
- F. Invite Carol Anderson, Jean Mosley & Joan Archie or her representative to our April Advisory meeting for their input.
- G. It was suggested that the Sub-Committee continue an ongoing study.

Respectfully Submitted


Jo Rhoads
Chairperson

DATE: March 1, 2002

TO: John Szerlag, City Manager

FROM: Mark Stimac, Director of Building & Zoning

SUBJECT: Permits issued during the Month of February 2002

	NO.	VALUATION	PERMIT FEE
<u>INDUSTRIAL</u>			
Add/Alter	3	\$132,000.00	\$1,207.00
Sub Total	3	\$132,000.00	\$1,207.00
<u>COMMERCIAL</u>			
Completion Less Tenant	1	\$300,000.00	\$1,790.50
Add/Alter	19	\$1,500,941.00	\$12,312.00
Sub Total	20	\$1,800,941.00	\$14,102.50
<u>RESIDENTIAL</u>			
New	8	\$1,482,322.00	\$17,556.20
Add/Alter	19	\$195,048.00	\$3,505.00
Garage/Acc. Structure	1	\$1,736.00	\$40.00
Pool/Spa/Hot Tub	1	\$6,000.00	\$150.00
Repair	1	\$15,435.00	\$240.00
Fire Repair	1	\$43,582.00	\$380.00
Wreck	1	\$0.00	\$130.00
Fnd./Slab/Footing	1	\$3,350.00	\$120.00
Sub Total	33	\$1,747,473.00	\$22,121.20
<u>TOWN HOUSE/CONDO</u>			
Add/Alter	2	\$1,792.00	\$50.00
Sub Total	2	\$1,792.00	\$50.00
<u>MULTIPLE</u>			
Ent. Wall/Masonry Fence	1	\$8,000.00	\$210.00
Wreck	1	\$0.00	\$130.00
Sub Total	2	\$8,000.00	\$340.00
<u>INSTITUTIONAL/HOSPITAL</u>			
Completion	1	\$20,350,000.00	\$113,524.00
Add/Alter	1	\$9,000.00	\$196.00
Sub Total	2	\$20,359,000.00	\$113,720.00

MISCELLANEOUS

Signs	41	\$0.00	\$4,675.00
Fences	3	\$0.00	\$24.00

Sub Total	44	\$0.00	\$4,699.00
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TOTAL	106	\$24,049,206.00	\$156,239.70
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PERMITS ISSUED DURING THE MONTH OF FEBRUARY 2002

	NO.	PERMIT FEE
Mul. Dwel. Insp.	43	\$430.00
Cert. of Occupancy	24	\$6,011.00
Plan Review	52	\$7,703.70
Microfilm	26	\$638.00
Building Permits	106	\$156,239.70
Electrical Permits	376	\$31,135.00
Heating Permits	3	\$24.00
Air Condt. Permits	38	\$1,870.00
Plumbing Permits	60	\$4,304.00
Storm Sewer Permits	4	\$474.00
Sanitary Sewer Permits	7	\$251.00
Sewer Taps	11	\$2,928.00

TOTAL	750	\$212,008.40
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LICENSES & REGISTRATIONS ISSUED DURING THE MONTH OF FEBRUARY 2002

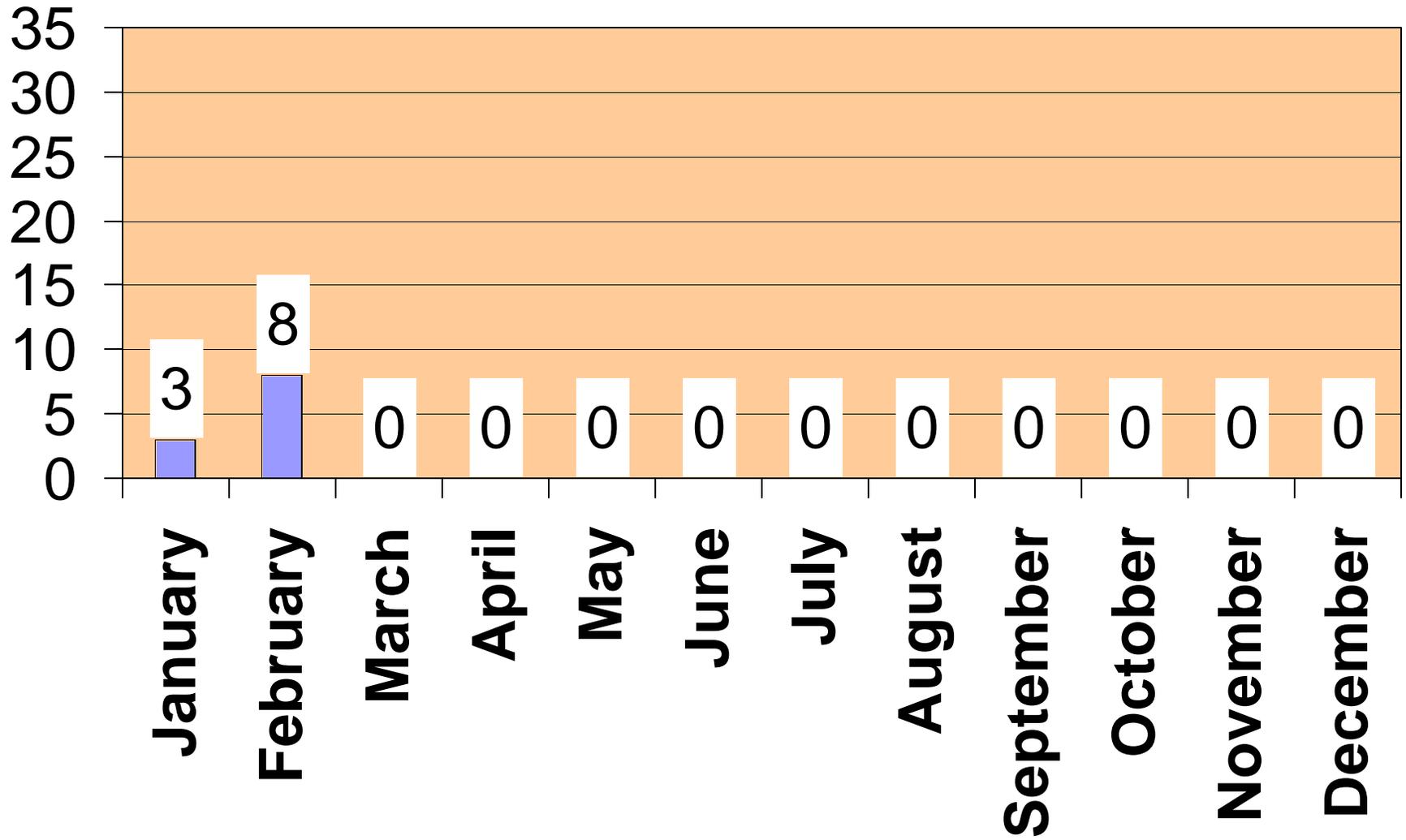
	NO.	LICENSE FEE
Mech. Contr.-Reg.	25	\$125.00
Elec. Contr.-Reg.	55	\$845.00
Master Plmb.-Reg.	8	\$8.00
Sewer Inst.-Reg.	4	\$200.00
Sign Inst. - Reg.	4	\$40.00
E. Sign Contr-Reg.	5	\$75.00

TOTAL	112	\$1,463.00
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BUILDING PERMITS ISSUED

	BUILDING PERMITS <u>2001</u>	PERMIT VALUATION <u>2001</u>	BUILDING PERMITS <u>2002</u>	PERMIT VALUATION <u>2002</u>
JANUARY	119	\$9,498,180	125	\$21,945,624
FEBRUARY	100	\$49,679,118	106	\$24,049,206
MARCH	136	\$6,942,449	0	\$0
APRIL	204	\$19,831,458	0	\$0
MAY	207	\$26,481,050	0	\$0
JUNE	196	\$20,081,116	0	\$0
JULY	236	\$11,804,808	0	\$0
AUGUST	211	\$10,626,177	0	\$0
SEPTEMBER	186	\$11,077,729	0	\$0
OCTOBER	194	\$13,410,222	0	\$0
NOVEMBER	129	\$6,658,087	0	\$0
DECEMBER	102	\$5,197,916	0	\$0
TOTAL	2020	\$191,288,310	231	\$45,994,830

SINGLE FAMILY DWELLING PERMITS 2002



BRIEF BREAKDOWN OF NON-RESIDENTIAL BUILDING PERMITS
ISSUED DURING THE MONTH OF FEBRUARY 2002

Type of Construction	Builder or Company	Address of Job	Valuation
Commercial, Add/Alter	ROB JACKNEWITZ	627 E MAPLE 200	325,000.00
Commercial, Add/Alter	DON WEBB	250 STEPHENSON 2ND FL	220,000.00
Commercial, Add/Alter	CANUS CONSTRUCTION INC	2801 W BIG BEAVER D-122	500,000.00
Total Commercial, Add/Alter			1,045,000.00
Commercial, Compl. less Tenant	LORENZO CAVALIERE	1080 KIRTS	300,000.00
Total Commercial, Compl. less Tenant			300,000.00
Inst./Hosp., Completion	ETKIN SKANSKA DESIGN/BLDG	44201 DEQUINDRE WEST	20,350,000.00
Total Inst./Hosp., Completion			20,350,000.00
Records 6			Total Valuation: 21,695,000.00

City of Troy
Monthly Financial Report
February 28, 2002

CITY OF TROY
 Monthly Financial Report
 General Fund
 For the Period Ending February 28, 2002

CITY OF TROY GENERAL FUND

Description	Last Year Actual	2001-02 Budget	Current Month	Year To Date	%
GENERAL FUND REVENUES					
TAXES	27,295,287	29,375,690	154,558	29,389,580	100.05
BUSINESS LICENSES & PERMITS	41,256	47,200	2,273	31,442	66.61
NON-BUS. LICENSES & PERMITS	2,006,950	1,546,000	196,001	956,072	61.84
FEDERAL GRANTS	111,937	59,300	3,007	28,956	48.83
STATE AGENCIES	8,366,634	8,047,000	59,915	4,618,380	57.39
CONTRIBUTIONS-LOCAL	118,646	95,800	0	26,291	27.44
CHARGES FOR SERVICES - FEES	1,146,110	857,700	200,206	555,368	64.75
CHARGES FOR SERVICES - REND.	1,963,118	1,410,000	44,531	614,750	43.60
CHARGES FOR SERVICES - SALES	308,104	139,000	9,526	71,499	51.44
CHARGES FOR SERVICES - REC	1,332,938	1,375,000	233,498	981,609	71.39
FINES & FORFEITS	1,061,310	815,000	93,034	850,698	104.38
INTEREST AND RENTS	1,623,268	1,935,700	109,058	757,450	39.13
OTHER REVENUE	399,843	319,450	599	333,688	104.46
OTHER FINANCING SOURCES	7,306,505	9,069,130	0	6,782,925	74.79
TOTAL GENERAL FUND REVENUE	53,081,906	55,091,970	1,106,206	45,998,708	83.49
EXPENDITURES					
LEGISLATIVE	1,518,969	1,761,780	155,304	1,013,383	57.52
FINANCE	3,685,811	4,358,420	345,726	2,450,510	56.22
OTHER GEN GOVERNMENT	1,894,360	2,069,570	141,334	1,118,609	54.05
POLICE	18,416,034	19,765,930	1,444,439	12,712,378	64.31
FIRE	2,871,401	3,391,100	154,149	2,038,864	60.12
BUILDING INSPECTION	1,500,807	1,798,400	144,826	1,050,839	58.43
STREETS	4,356,799	5,117,940	392,936	2,814,120	54.99
ENGINEERING	2,461,572	2,776,130	209,608	1,629,319	58.69
RECREATION	5,347,912	6,905,540	379,611	3,657,105	52.96
LIBRARY	3,499,982	4,227,870	398,436	2,314,931	54.75
TRANSFERS OUT	1,810,000	2,919,290	0	1,454,000	49.81
TOTAL GEN FUND EXPENDITURES	47,363,647	55,091,970	3,766,369	32,254,058	58.55

CITY OF TROY
Monthly Financial Report
Refuse Fund
For the Period Ending February 28, 2002

REFUSE FUND

Description	Last Year Actual	2001-02 Budget	Current Month	Year To Date	%
REVENUES					
TAXES	3,707,365	3,672,000	0	3,679,011	100.19
CHARGES FOR SERVICES - REND.	624	0	0	312	.00
CHARGES FOR SERVICES - SALES	807	500	99	483	96.60
INTEREST AND RENTS	190,686	116,500	9,987	69,507	59.66
OTHER FINANCING SOURCES	0	0	0	0	.00
TOTAL REVENUE	3,899,482	3,789,000	10,086	3,749,313	98.95
EXPENDITURES					
CONTRACTORS SERVICE	3,305,048	3,581,670	255,516	2,151,104	60.06
OTHER REFUSE EXPENSE	46,977	49,680	1,745	38,078	76.65
RECYCLING	125,364	157,650	8,040	75,719	48.03
TOTAL EXPENDITURES	3,477,389	3,789,000	265,301	2,264,901	59.78

CITY OF TROY
 Monthly Financial Report
 Capital Fund
 For the Period Ending February 28, 2002

CAPITAL FUND

Description	Last Year Actual	2001-02 Budget	Current Month	Year To Date	%
REVENUES					
TAXES	6,512,306	7,300,000	0	7,313,696	100.19
FEDERAL GRANTS	33,168	0	0	30,964	.00
STATE AGENCIES	233,579	4,132,900	0	1,475,554	35.70
CHARGES FOR SERVICES - REND.	396,770	152,000	17,884	128,379	84.46
INTEREST AND RENTS	1,068,537	632,600	66,065	455,946	72.07
OTHER REVENUE	625,335	1,000	50	36,583	3658.30
OTHER FINANCING SOURCES	17,028,881	38,396,613	0	23,923,009	62.30
TOTAL REVENUE	25,898,576	50,615,113	83,999	33,364,131	65.92
EXPENDITURES					
FINANCE	66,908	217,070	0	105,365	48.54
OTHER GEN GOVERNMENT	58,902	555,484	3	7,310	1.32
POLICE	410,668	838,232	0	148,061	17.66
FIRE	266,948	1,145,710	1,200	470,833	41.10
BUILDING INSPECTION	4,491	20,000	0	900	4.50
STREETS	12,164,310	37,841,985	5,747,477	15,987,897	42.25
ENGINEERING	156,350	114,422	0	49,912	43.62
RECREATION	1,431,412	5,322,050	451,298	2,152,628	40.45
LIBRARY	337,276	694,550	0	148,752	21.42
MUSEUM	11,441	862,183	2,179	140,941	16.35
PLANNING	0	37,000	0	0	.00
STORM DRAINS & RET PONDS	30,811	1,119,731	1,910	227,500	20.32
INFORMATION TECHNOLOGY	223,400	1,846,696	0	129,277	7.00
TOTAL EXPENDITURES	15,162,917	50,615,113	6,204,067	19,569,376	38.66

CITY OF TROY
 Monthly Financial Report
 Golf Course
 For the Period Ending February 28, 2002

SYLVAN GLEN GOLF COURSE FUND

Description	Last Year Actual	2001-02 Budget	Current Month	Year To Date	%
REVENUES					
CHARGES FOR SERVICES - SALES	44,096	45,000	0	22,246	49.44
CHARGES FOR SERVICES - REC	1,124,143	1,220,000	68-	642,147	52.64
INTEREST AND RENTS	106,702	100,000	7,079	54,174	54.17
OTHER REVENUE	15	500	0	244-	48.80
OTHER FINANCING SOURCES	873,820	199,440	0	178,440	89.47
TOTAL REVENUE	2,148,776	1,564,940	7,011	896,763	57.30
EXPENDITURES					
SYLVAN GLEN GREENS	852,359	884,890	39,734	570,724	64.50
SYLVAN GLEN PRO SHOP	278,417	389,050	12,929	186,632	47.97
SYLVAN GLEN CAPITAL	960,669	291,000	233,605-	121,345	41.70
TOTAL EXPENDITURES	2,091,445	1,564,940	180,942-	878,701	56.15

CITY OF TROY
 Monthly Financial Report
 Aquatic Center
 For the Period Ending February 28, 2002

AQUATIC CENTER FUND

Description	Last Year Actual	2001-02 Budget	Current Month	Year To Date	%
REVENUES					
CHARGES FOR SERVICES - REC	346,722	355,000	0	89,665	25.26
INTEREST AND RENTS	28,559	23,600	0	22,002	93.23
OTHER REVENUE	362	0	0	23	.00
TOTAL REVENUE	375,643	378,600	0	111,690	29.50
EXPENDITURES					
AQUATIC CENTER	542,878	555,130	17,058	327,685	59.03
CAPITAL	65,994	70,000	0	26,562	37.95
TOTAL EXPENDITURES	608,872	625,130	17,058	354,247	56.67

CITY OF TROY
Monthly Financial Report
Sewer Fund
For the Period Ending February 28, 2002

SEWER FUND

Description	Last Year Actual	2001-02 Budget	Current Month	Year To Date	%
REVENUES					
CHARGES FOR SERVICES - FEES	363,730	325,000	8,582	90,899	27.97
CHARGES FOR SERVICES - REND	6,008,443	7,128,020	440,505	4,053,291	56.86
INTEREST AND RENTS	1,137,391	935,000	62,677	349,220	37.35
OTHER REVENUE	89,093	10,000	0	0	.00
TOTAL REVENUE	7,598,657	8,398,020	511,764	4,493,410	53.51
EXPENDITURES					
ADMINISTRATION	5,993,650	6,863,680	407,299	4,317,894	62.91
MAINTENANCE	1,236,906	1,534,340	66,224	716,608	46.70
CAPITAL	178,461	5,549,020	342,101	1,296,012	23.36
TOTAL EXPENDITURES	7,409,017	13,947,040	815,624	6,330,514	45.39

CITY OF TROY
Monthly Financial Report
Water Fund
For the Period Ending February 28, 2002

WATER FUND

Description	Last Year Actual	2001-02 Budget	Current Month	Year To Date	%
REVENUES					
CHARGES FOR SERVICES - FEES	1,401,951	596,000	33,224	492,848	82.69
CHARGES FOR SERVICES - SALES	7,096,164	7,810,400	506,266	4,707,432	60.27
INTEREST AND RENTS	1,496,943	1,140,000	48,828	363,296	31.87
OTHER REVENUE	66,165	0	0	0	.00
TOTAL REVENUE	10,061,223	9,546,400	588,318	5,563,576	58.28
EXPENDITURES					
ADMINISTRATION	6,446,527	7,356,600	448,729	4,114,810	55.93
TRANS AND DISTRIBUTION	150,437	142,770	18,603	98,050	68.68
CUSTOMER INSTALLATION	19,231	97,030	0	170	.18
CONTRACTORS SERVICE	163,823	179,040	6,345	105,654	59.01
MAIN TESTING	109,060	178,210	2,710	49,771	27.93
MAINTENANCE OF MAINS	307,631	301,140	29,860	236,944	78.68
MAINTENANCE OF SERVICES	196,820	212,290	31,549	121,587	57.27
MAINTENANCE OF METERS	156,455	292,900	14,195	102,260	34.91
MAINTENANCE OF HYDRANTS	259,796	305,920	30,296	198,970	65.04
METERS AND TAP-INS	219,789	354,470	21,474	121,674	34.33
WATER METER READING	71,951	74,660	9,321	54,865	73.49
ACCOUNTING AND COLLECTING	51,234	51,370	7,745	32,177	62.64
CAPITAL	7,297,199	9,735,200	14,436	1,540,610	15.83
TOTAL EXPENDITURES	15,449,953	19,281,600	635,263	6,777,542	35.15

CITY OF TROY
 Monthly Financial Report
 Motor Pool
 For the Period Ending February 28, 2002

MOTOR POOL FUND

Description	Last Year Actual	2001-02 Budget	Current Month	Year To Date	%
REVENUES					
CHARGES FOR SERVICES - REND	24,141	2,000	0	3,949	197.45
INTEREST AND RENTS	3,544,243	3,507,000	264,349	2,155,170	61.45
OTHER REVENUE	56,447	262,500	53,954	225,963	86.08
OTHER FINANCING SOURCES	2,113,550	1,275,157	0	1,064,140	83.45
TOTAL REVENUE	5,738,381	5,046,657	318,303	3,449,222	68.35
EXPENDITURES					
ADMINISTRATION	389,832	467,610	29,387	277,551	59.36
OPERATION AND MAINTENANCE	2,486,210	2,692,870	220,614	1,777,542	66.01
DPW FACILITY MAINTENANCE	278,861	339,860	14,800	148,772	43.77
CAPITAL	1,547,608	1,546,317	249,541	485,967	31.43
TOTAL EXPENDITURES	4,702,511	5,046,657	514,342	2,689,832	53.30

Fund	Mat Yr.	Mat Mo.	Mat Day	Type	Loc	Pur Yr.	Pur Mo.	Pur Day	Rate	Name	Face	Accrue 6/30	Book
101	2002	4	5	7	REPUBLIC	2001	11	20	2.150	CD	251,013		251,013.84
	2002	4	16	7	STAND FED	2002	1	14	1.750	CD	1,112,743		1,112,743.15
	2002	5	13	7	HUNT BANK	2001	11	26	2.000	CD	500,777		500,777.36
TOTAL												1,864,534.35	
112	2002	3	1	8	FITB	2001	11	23		WAYNE CNTY	1,531,000		1,531,000.00
	2002	3	1	8	FITB	2001	11	26		WAYNE CNTY	2,870,000		2,870,000.00
	2002	3	2	7	STAND FED	2002	1	4	2.250	CD	2,015,457		2,015,457.36
	2002	3	4	7	MIDW GUART	2001	9	5	3.350	CD	2,018,788		2,018,788.89
	2002	3	7	8	FITB	2001	9	7	3.230	FNMA	1,000,000	984,235.25	
	2002	3	7	9	ML	2001	9	28	2.270	TBILL	2,059,000		2,038,684.53
	2002	3	8	7	STAND FED	2002	1	16	1.650	CD	7,387,509		7,387,509.66
	2002	3	14	9	ML	2001	10	4	2.170	TBILL	2,068,000		2,048,393.06
	2002	3	18	8	FITB	2001	9	7	3.215	FHLM	2,000,000		1,966,712.93
	2002	3	21	9	ML	2001	10	11	2.190	TBILL	3,566,000		3,531,871.40
	2002	3	28	9	ML	2001	10	18	2.160	TBILL	2,375,000		2,352,598.58
	2002	4	4	9	ML	2001	10	25	2.040	TBILL	2,440,000		2,418,175.56
	2002	4	5	7	REPUBLIC	2001	11	20	2.150	CD	1,098,132		1,098,132.90
	2002	4	9	7	FLAGSTAR	2002	1	9	2.250	CD	2,000,000		2,000,000.00
	2002	4	11	8	NAT CITY	2001	10	11	2.620	FHLM	2,000,000		2,000,000.00
	2002	4	16	7	STAND FED	2002	1	14	1.750	CD	2,016,245		2,016,245.55
	2002	4	18	9	ML	2001	11	1	1.920	TBILL	2,428,000		2,406,698.35
	2002	4	24	8	SSB	2002	1	25	1.782	GLAXO	1,013,000		1,008,617.37
	2002	4	25	9	ML	2001	11	8	1.720	TBILL	2,430,000		2,410,835.40
	2002	5	1	8	ML	2002	2	11	1.810	EDISON	1,736,000		1,729,104.70
	2002	5	2	9	ML	2001	11	15	1.900	TBILL	2,065,000		2,047,075.80
	2002	5	8	7	COMERICA	2002	2	7	1.810	CD	1,014,364		1,014,364.99
	2002	5	9	9	ML	2001	11	29	1.790	TBILL	2,041,000		2,024,935.06
	2002	5	13	7	HUNT BANK	2001	11	26	2.000	CD	628,831		628,831.39
	2002	5	15	7	STAND FED	2002	2	14	1.850	CD	8,885,350		8,885,350.01
	2002	5	16	9	ML	2001	12	6	1.900	TBILL	3,487,000		3,457,993.97
	2002	5	20	8	ML	2002	2	14	1.810	BARTON	2,025,000		2,015,327.81
	2002	5	23	9	ML	2001	12	13	1.700	TBILL	1,611,000		1,598,928.07
	2002	5	29	7	REPUBLIC	2002	2	28	1.850	CD	1,013,863		1,013,863.89
	2002	5	30	9	ML	2001	12	20	1.710	TBILL	2,681,000		2,660,856.75
	2002	6	6	9	ML	2001	12	27	1.780	TBILL	1,275,000		1,265,021.35
	2002	6	13	9	ML	2002	1	3	1.760	TBILL	2,430,000		2,411,199.23
	2002	6	19	7	STAND FED	2002	2	19	1.900	CD	3,025,858		3,025,858.04
	2002	6	20	9	ML	2002	1	10	1.670	TBILL	2,786,000		2,765,566.24
	2002	6	27	9	ML	2002	1	17	1.660	TBILL	2,826,000		2,805,399.25
	2002	6	30	7	FITB	1998	12	4	1.420	LUG	3,201,478		3,201,478.53
	2002	6	30	7	HUNT BANK	2001	11	20	2.000	LUG	504,638		504,638.46
	2002	7	11	9	ML	2002	1	24	1.730	TBILL	3,005,000	22,278.72	2,981,160.33
	2002	7	18	9	ML	2002	1	31	1.820	TBILL	3,426,000	25,409.49	3,397,541.36
	2002	7	25	9	ML	2002	2	7	1.770	TBILL	2,183,000	15,088.16	2,165,274.04
	2002	8	1	7	COMERICA	2002	1	31	2.100	CD	1,013,707		1,013,707.77

7 = CD 8 = Paper 9 = T-Bills

Fund	Mat Yr.	Mat Mo.	Mat Day	Type	Loc	Pur Yr.	Pur Mo.	Pur Day	Rate	Name	Face	Accrue 6/30	Book
112	2002	8	1	9	ML	2002	2	14	1.820	TBILL	2,770,000	18,626.71	2,746,990.53
	2003	10	10	8	FITB	2001	10	10	3.400	FHLB	1,000,000		1,000,000.00
	2004	3	1	8	FITB	2002	2	4		KENT DTAN	1,407,000		1,407,000.00
	2004	3	1	8	FITB	2002	2	5		GENESEE DT	74,000		74,000.00
	2004	3	26	8	FITB	2001	9	27	3.700	FNMA	1,000,000		1,000,000.00
TOTAL												81,403.08	102,945,454.36
591	2002	4	5	7	REPUBLIC	2001	11	20	2.150	CD	132,492		132,492.46
	2002	4	23	7	NATL CITY	2002	2	20	1.650	CD	1,465,769		1,465,769.14
	2002	6	19	7	STAND FED	2002	2	19	1.900	CD	1,488,696		1,488,696.58
	2002	6	30	7	COMERICA	1997	7	1	1.500	GOV'T POOL	1,787,608		1,787,608.91
	2002	6	30	7	HUNT BANK	2001	11	21	2.000	LUG	147,139		147,139.35
	2002	7	15	7	STAND FED	2002	1	14	1.800	CD	1,112,743	9,291.88	1,112,743.15
	2004	7	23	8	FITB	2002	1	23	3.550	FHLM	1,000,000		1,000,000.00
TOTAL												9,291.88	7,134,449.59
688	2002	3	7	7	STAND FED	2002	1	7	2.100	CD	739,540		739,540.21
	2002	6	30	7	BANK ONE	1997	7	1	1.760	GOV'T POOL	1,267,957		1,267,957.90
	2002	7	15	7	STAND FED	2002	1	16	1.700	CD	588,042	4,582.05	588,042.28
TOTAL												4,582.05	2,595,540.39
701	2002	5	28	7	MIDW QUART	2002	2	26	1.850	CD	513,905		513,905.28
TOTAL													513,905.28
TOTAL												95,277.01	115,053,883.97

*** END OF REPORT ***

CITY OF TROY

Current Portfolio

Quantity	Security Description	Date Acquired	Adjust/Unit Cost Basis	Total Cost Basis	Estimated Market Price	Estimated Market Value	Unrealized Gain or (Loss)	Estimated Accrued Interest	Estimated Annual Income	Current Yield %
Cash and Money Accounts										
	CASH			838		838				
215	CMA TREASURY FUND		1.00	215	1.00	215			2	1.33
				1,053	1,053				2	1.34
Government Securities										
2,059,000	U.S. TREASURY BILL ZERO% MAR 07 2002	09/27/01	99.01	2,038,684	99.97	2,058,402	N/A			
2,068,000	U.S. TREASURY BILL ZERO% MAR 14 2002	10/04/01	99.05	2,048,393	99.93	2,066,697	N/A			
3,566,000	U.S. TREASURY BILL ZERO% MAR 21 2002	10/10/01	99.04	3,531,871	99.90	3,562,540	N/A			
2,375,000	U.S. TREASURY BILL ZERO% MAR 28 2002	10/18/01	99.05	2,352,588	99.87	2,371,912	N/A			
2,440,000	U.S. TREASURY BILL ZERO% APR 04 2002	10/25/01	99.10	2,418,175	99.83	2,436,047	N/A			
2,428,000	U.S. TREASURY BILL ZERO% APR 18 2002	11/01/01	99.12	2,406,698	99.77	2,422,439	N/A			
2,430,000	U.S. TREASURY BILL ZERO% APR 25 2002	11/07/01	99.21	2,410,835	99.73	2,423,609	N/A			
2,065,000	U.S. TREASURY BILL ZERO% MAY 02 2002	11/15/01	99.13	2,047,075	99.70	2,058,805	N/A			
2,041,000	U.S. TREASURY BILL ZERO% MAY 09 2002	11/29/01	99.21	2,024,935	99.67	2,034,264	N/A			
3,487,000	U.S. TREASURY BILL ZERO% MAY 16 2002	12/06/01	99.16	3,457,993	99.63	3,474,342	N/A			

+ PLEASE SEE REVERSE SIDE



PRIORITY CLIENT *WCMA*® ACCOUNT

CITY OF TROY

Current Portfolio

Quantity	Security Description	Date Acquired	Adjust/Unit Cost Basis	Total Cost Basis	Estimated Market Price	Estimated Market Value	Unrealized Gain or (Loss)	Estimated Accrued Interest	Estimated Annual Income	Current Yield %
Government Securities										
1,611,000	U.S. TREASURY BILL ZERO% MAY 23 2002	12/13/01	99.25	1,598,968	99.60	1,604,572	N/A			
2,681,000	U.S. TREASURY BILL ZERO% MAY 30 2002	12/20/01	99.24	2,660,856	99.56	2,669,418	N/A			
1,275,000	U.S. TREASURY BILL ZERO% JUN 06 2002	12/27/01	99.21	1,265,021	99.53	1,269,058	N/A			
2,430,000	U.S. TREASURY BILL ZERO% JUN 13 2002	01/03/02	99.22	2,411,199	99.49	2,417,777	N/A			
2,786,000	U.S. TREASURY BILL ZERO% JUNE 20 2002	01/10/02	99.26	2,765,566	99.46	2,771,150	N/A			
2,826,000	U.S. TREASURY BILL ZERO% JUN 27 2002	01/17/02	99.27	2,805,399	99.43	2,809,891	N/A			
3,005,000	U.S. TREASURY BILL ZERO% JUL 11 2002	01/24/02	99.20	2,981,160	99.35	2,985,707	N/A			
3,426,000	U.S. TREASURY BILL ZERO% JUL 18 2002	01/31/02	99.16	3,397,541	99.32	3,402,840	N/A			
2,183,000	U.S. TREASURY BILL ZERO% JULY 25 2002	02/06/02	99.18	2,165,274	99.28	2,167,413	N/A			
2,770,000	U.S. TREASURY BILL ZERO% AUG 01 2002	02/14/02	99.16	2,746,990	99.24	2,749,031	N/A			
2,127,000	U.S. TREASURY BILL ZERO% AUG 08 2002	02/28/02	99.20	2,110,163	99.20	2,110,069	N/A			
Total Government Securities				51,645,391		51,865,991				



PLEASE SEE REVERSE SIDE



PRIORITY CLIENT *WCMA* ACCOUNT

CITY OF TROY

Current Portfolio

Quantity	Security Description	Symbol	Sector	Date Acquired	Adjust/Unit Cost Basis	Total Cost Basis	Estimated Market Price	Estimated Market Value	Unrealized Gain or (Loss)	Estimated Annual Income	Current Yield %
736,000	CP EDISON SEC PPBE 01FEB02 00.000%01MAY2002			02/11/02	99.60	1,729,104	99.64	1,729,854	N/A		
25,000	CP BARTON(SG)PP BE 14FEB02 00.000%20MAY2002			02/14/02	99.52	2,015,327	N/A	N/A	N/A		
						3,744,432		1,729,854			
Total of Long Portfolio						55,390,877		53,596,899*	*	2	.27

* - Excludes N/A Items

Monthly Activity

Date	Transaction	Quantity	Description	Price	Debit	Credit
Security Transactions						
02/07	Redeemed	-2,166,000	U.S. TREASURY BILL ZERO% FEB 07 2002			2,166,000.00
02/07	Purchase	2,183,000	U.S. TREASURY BILL ZERO% JULY 25 2002 FACE VALUE 2183000.0000 PRICE 99.188000	99.188	2,165,274.04	
02/07	Redeemed	-1,727,000	CP BARTON(SG)PP BE 10JAN02 00.000%07FEB2002			1,727,000.00
02/11	Purchase	1,736,000	CP EDISON SEC PPBE 01FEB02 00.000%01MAY2002 PRIVATE PLACEMENT CASH TRADE PRICE 99.602805	99.602	1,729,104.70	
02/14	Redeemed	-2,745,000	U.S. TREASURY BILL ZERO% FEB 14 2002			2,745,000.00
02/14	Purchase	2,770,000	U.S. TREASURY BILL ZERO% AUG 01 2002	99.169	2,746,990.53	

⊕ PLEASE SEE REVERSE SIDE



March 11, 2002

TO: The Honorable Mayor and City Council

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

SUBJECT: ANNOUNCEMENT OF PUBLIC HEARING/APRIL 8, 2002 PROPOSED REZONING (Z-676) – Dequindre Professional Building, West side of Dequindre and South of Wattles, 1.07 acres, Section 24, R-1C to O-1

A public hearing is scheduled for the Dequindre Professional Building rezoning request for the April 8, 2002 City Council meeting. The request includes Lot 25 of Eyster's Dequindre Farms Subdivision No. 5, Section 24, 1.07 acres in size, located on the west side of Dequindre Road and south of Wattles Road.

The current use of the subject property is single family residential. The adjacent land uses include: vacant land to the north on which the recently approved Troy Professional Office Building is proposed, vacant land to the west on which Birchwood Estates Site Condominium is proposed, single family residential to the south and to the west Dequindre Road and a retail center in the City of Sterling Heights.

Current Future Land Use Plan designation for the subject property appears to be Low Rise Office. The adjacent land use designations include: Low Rise Office to the north and Low Density Residential to the south and west.

Current zoning district classification of the subject property is R-1C One Family Residential. The adjacent zoning district classifications include: O-1 Low Rise Office to the north, R-1C One Family Residential to the south and west and C-1 in the City of Sterling Heights to the east.

The proposed rezoning is consistent with the Future Land Use Plan and is compatible with the adjacent zoning districts and existing land uses. City Management's opinion is

Proposed Rezoning
West side of Dequindre and South of Wattles
Section 24, R-1C to O-1

March 11, 2002
Page Two

that the subject property should be the southerly limit of the low rise office uses. Based upon these findings, City Management recommends approval of the subject rezoning request. At their February 12, 2002 Regular Meeting, the Planning Commission recommended approval of the rezoning request (minutes attached).

Enclosures

Copies: Mark Stimac, Director of Building and Zoning
Steve Vandette, City Engineer
Doug Smith, Director of Real Estate and Development
Petitioner
File/Z-676
File/Correspondence

MFm/dav

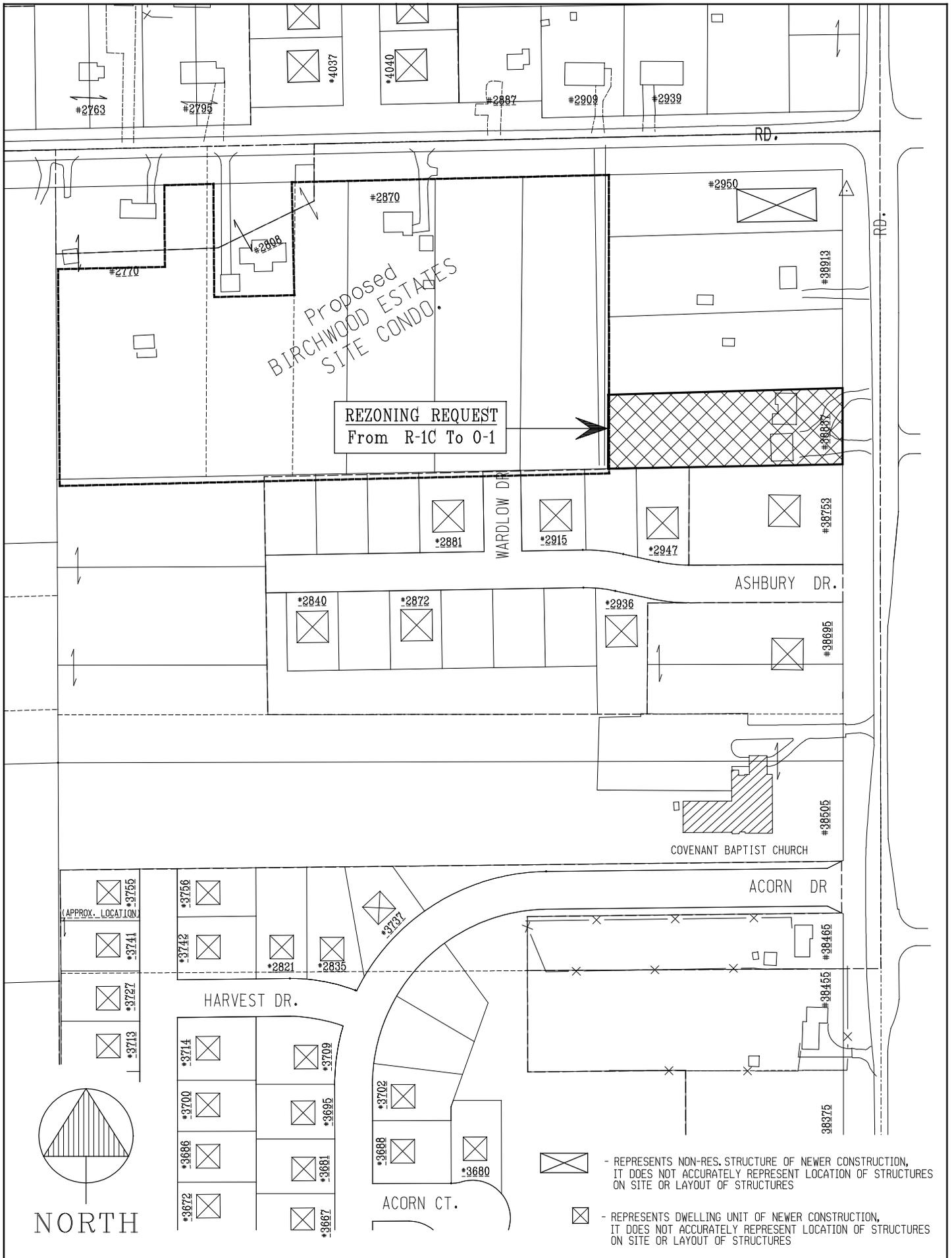
SUGGESTED RESOLUTION

Resolution #2002-01-

Moved by

Seconded by

RESOLVED, that the R-1C to O-1 rezoning request of for Lot 25 of Eyster's Dequindre Farms Subdivision No. 5, Section 24, 1.07 acres in size, located on the west side of Dequindre Road and south of Wattles Road is hereby approved, as recommended by City Management and by the Planning Commission.



Proposed
BIRCHWOOD ESTATES
SITE CONDO.

REZONING REQUEST
From R-1C To O-1

WARDLOW DR.

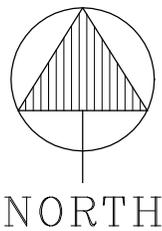
ASHBURY DR.

ACORN DR.

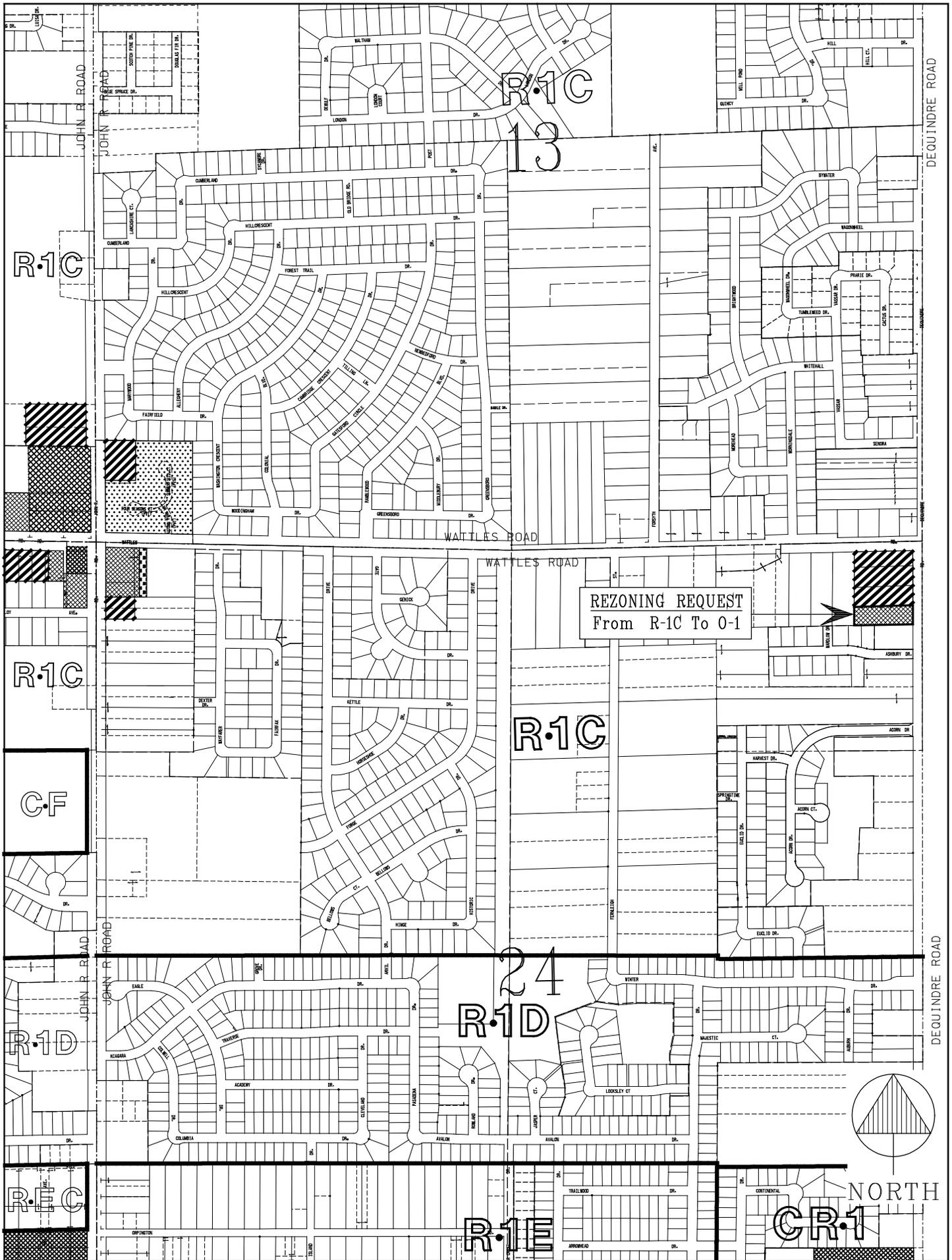
HARVEST DR.

ACORN CT.

COVENANT BAPTIST CHURCH



-  - REPRESENTS NON-RES. STRUCTURE OF NEWER CONSTRUCTION, IT DOES NOT ACCURATELY REPRESENT LOCATION OF STRUCTURES ON SITE OR LAYOUT OF STRUCTURES
-  - REPRESENTS DWELLING UNIT OF NEWER CONSTRUCTION, IT DOES NOT ACCURATELY REPRESENT LOCATION OF STRUCTURES ON SITE OR LAYOUT OF STRUCTURES



R-1C

13

R-1C

R-1C

C-F

R-1D

R-1E

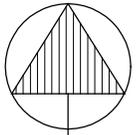
R-1C

R-1D

R-1E

24

REZONING REQUEST
From R-1C To O-1



NORTH

CR-1

Summary

We are presenting Parcel # 20-24-226-031 for rezoning in the City of Troy. This parcel consists of 1.07 acres located at 38837 Dequindre. The parcel is situated 350 feet south of Wattles adjacent to single family, multi-family and office zoned properties. The property measures 150 feet of road frontage along Dequindre by 372.75 feet deep. We are proposing rezoning to office use (O-1) for the following reasons: 1) To be consistent with the Master Plan, 2) To remove the existing house that remains as a blight 3) To provide the highest and best use of the property considering the existing traffic patterns, adjacent property owner concerns and uses and the urban fabric.

I. Master Plan

The Master Plan dictates the southwest corner of Wattles and Dequindre be zone O-1 (low rise office). The natural delineation for the O-1 Zoning encompassing the four parcels along Dequindre: Parcel #'s 20-24-226-028, 20-24-226-029, 20-24-226-030, and 20-24-226-031. These parcels cumulatively have a dimension of 475 feet along Dequindre by 372.75 feet deep (See Location Map). Future development to the south would not be likely due to the relatively short depth of the adjoining parcel and new subdivision. Nor would it be likely for a continuation of office development to the west due to the proposed multi-family development on the adjacent parcel. Therefore the four parcels as mentioned encompass the natural delineation of office use, of which includes the subject parcel.

II. Existing House

The existing house has been a rental for the past several years. The house unfortunately has been neglected by former tenants and is not habitable nor is rehabilitation economically justified (see attached rehabilitation exhibit). If rehabilitation is pursued it is assured that the house would remain a rental and that would devalue the surrounding homes that are selling in the \$400,000 range. Removal and redevelopment into office use (O-1) is the best way to remove the suburban blight that has manifested.

III. Highest and Best Use

Traffic has increased dramatically with the widening of Dequindre and with the flourishing retail strip center located directly across the street. Both of these developments have also severely damaged the property's preservation and quiet enjoyment rights as a residentially zoned property. The property, zoned office, would preserve the highest and best use and restore quiet enjoyment rights as well as appease area homeowners by removing the suburban blight.

Conclusion

The subject parcel, zoned office, would complete a very natural and unassuming transition to the abutting residential property's. The proposed single story colonial style professional building will also compliment the transition. The master plan designates the southwest corner area as office zoning and clearly the interpretation includes the subject property for all reasons stated above.

**Rehabilitation Exhibit
38837 Dequindre, Troy**

Repair Septic System (per Oakland County permit)	\$ 7,500.00
New Roof (inc. tear off, replace boards, and replace)	\$ 6,800.00
Siding (remove and replace)	\$ 5,000.00
Windows (remove and replace)	\$ 3,900.00
Carpet/Flooring **1 (inc. replace sub floor near kit. Sink)	\$ 2,500.00
Prime and Paint	\$ 2,800.00
Kitchen **2 (inc. new sink and cabinets)	\$ 8,500.00
Bath **2 (inc. replace sink and toilet)	\$ 4,300.00
Repair and Clean Garage **3 (inc. removal of large tools and ventilation debris, all doors inoperable.)	\$ 2,700.00
Landscaping/Clean up **3 (remove tenant debris, trim bushes remove over grown landscaping and mow grass)	\$ 2,200.00
Driveway **4	<u>\$ 3,900.00</u>
Estimated Rehab Cost	\$ 50,100.00

Notes:

- 1.) Due to inoperable septic system subfloor has been damaged around kitchen sink and toilet.
- 2.) Sinks and toilets are damaged due to standing raw sewage
- 3.) Former tenant owned roofing service. They stored their materials, tools, trailers, and trucks in and around the garage, much of which has been abandoned. All doors are inoperable.
- 4.) Tenant stored trailers and trucks in driveway causing various large potholes and a large area near road that holds water.
- 5.) This exhibit does not address plumbing issues (neither water feeds line nor sewer line) that may have been damaged with septic system back up.

8. PUBLIC HEARING-PROPOSED REZONING (Z-676) – West side of Dequindre and South of Wattles, 1.07 acres, Section 24, R-1C to O-1

Mr. Miller stated that Albert IaFrate submitted a R-1C to O-1 rezoning request for Lot 25 of Eyster's Dequindre Farms Subdivision No. 5, Section 24, 1.07 acres in size, located on the west side of Dequindre Road and south of Wattles Road for the purpose of constructing a medical office building.

Mr. Miller further stated that the current use of the subject property is single family residential. The adjacent land uses include: vacant land to the north on which the recently approved Troy Professional Office Building is proposed, vacant land to the west on which Birchwood Estates Site Condominium is proposed, single family residential to the south and to the west Dequindre Road and a retail center in the City of Sterling Heights.

Mr. Miller further stated that the Current Future Land Use Plan designation for the subject property appears to be Low Rise Office. The adjacent land use designations include: Low Rise Office to the north and Low Density Residential to the south and west.

Mr. Miller further stated that the current zoning district classification of the subject property is R-1C One Family Residential. The adjacent zoning district classifications include: O-1 Low Rise Office to the north, R-1C One Family Residential to the south and west and C-1 in the City of Sterling Heights to the east.

Mr. Miller concluded stating that the proposed rezoning is consistent with the Future Land Use Plan and is compatible with the adjacent zoning districts and existing land uses. In the Planning Department's opinion the subject property should be the southerly limit of the low rise office uses. Based upon these findings, the Planning Department recommends approval of the subject rezoning request.

Mr. Kramer to Mr. Miller asking if he recalled that the parcels rezoned to the north were rezoned to the same depth.

Mr. Miller answered yes.

Mr. Albert IaFrate, 978 Wester, petitioner, came forward and had no additional comments.

RESOLUTION

Moved by Starr

Seconded by Wright

RESOLVED, that the Planning Commission hereby recommends to the City Council that the R-1C to O-1 rezoning request of for Lot 25 of Eyster's Dequindre

Farms Subdivision No. 5, Section 24, 1.07 acres in size, located on the west side of Dequindre Road and south of Wattles Road be granted.

Yeas:

All Present (7)

Nays:

Absent:

Chamberlain
Storrs

REZONING REQUEST
PROPOSED DEQUINDRE PROF. BLDG.
S. OF WATTLES, W SIDE OF DEQUINDRE
SEC. 24 (Z-676)

REZONING REQUEST
FROM R-1C TO O-1

PROPOSED SITE



200 0 200 400 Feet



DATE: March 4, 2002

TO: Honorable Mayor and City Council

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

SUBJECT: Announcement of Public Hearing
Request for Commercial Vehicle Appeal
2752 Dashwood

On February 7, 2002, information was sent to the residence of Mr. Gary Rehe that identified restrictions related to the commercial vehicle located on his residential property. As part of that information, he was advised that the GMC cube van parked on that property did not comply with the exceptions found in Chapter 39, Section 40.66.00. He was given the option to remove the vehicle or appeal to City Council for relief of the Ordinance.

In response to our letter, Mr. Rehe has filed an appeal. The appeal requests that a public hearing date be held in accordance with the ordinance. A public hearing has been scheduled for your meeting of April 22, 2002.

A copy of the application and photo are attached for your reference.

Should you have any questions or require additional information, kindly advise.

RECEIVED

MAR - 1 2002

COMMERCIAL VEHICLE
APPEAL APPLICATION

BUILDING
DEPARTMENT

Request is hereby made for permission to keep a commercial vehicle(s) as described below, on the following residential zoned site:

NAME: GARY Fehr

ADDRESS: 2750 DASHWOOD

CITY: TROY MI. ZIP: 48063 PHONE: 248-5837778

ADDRESS OF SITE: SAME

NUMBER OF VEHICLES: 4

VEHICLE IDENTIFICATION NUMBER(S) JGDHG31K1K4519592

LICENSE PLATE NUMBER(S) 6593 GA

DESCRIPTION OF VEHICLE(S) 89 Chevy GMC

Van Box TRUCK

REASON FOR APPEAL (see A - D below) I make my living with
This Truck and I have No where else
to put it. IT'S APPROX. 250' AWAY FROM STREET

THE APPLICANT IS AWARE OF THE REQUIRED FINDINGS WHICH ARE STATED IN THE FOLLOWING:

44.02.01 ACTIONS TO GRANT APPEALS ... SHALL BE BASED UPON AT LEAST ONE OF THE FOLLOWING FINDINGS BY THE CITY COUNCIL:

- A. The occurrence of the subject commercial vehicle on the residential site involved is compelled by parties other than the owner or occupant of the subject residential site (e.g. employer).
- B. Efforts by the applicant have determined there are no reasonable or feasible alternative locations for parking of the subject commercial vehicle.
- C. A garage or accessory building on the subject site cannot accommodate, or cannot reasonably be constructed or modified to accommodate the subject commercial vehicle
- D. The location available on the residential site for the outdoor parking of the subject commercial vehicle is adequate to provide for such parking in a manner that will not negatively impact adjacent residential properties, and will not negatively impact pedestrian and vehicular movement along the frontage street(s).

AL VEHICLE APPEAL APPLICATION

2. The City Council may grant appeals in relation to the type, character or number of commercial vehicles to be parked outdoors in Residential Districts for an initial period not exceed two (2) years, and may thereafter extend such actions for a similar period.

ata, attached to the application, shall include: a plot plan, drawn to scale, a description of the vehicle(s) and a photo of the vehicle on-site..

[Handwritten Signature]
(signature of applicant)

MICHIGAN
OAKLAND

day of FEBRUARY, 2002 before me personally above named person who depose and sayeth that he/she signed this application ledge of its contents and that all matters stated therein are true.

Kary Hammond
OAKLAND County, Michigan
Kary HAMMONDS
on Expires: 03/06/2005



DATE: March 4, 2002

TO: Honorable Mayor and City Council

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

SUBJECT: Announcement of Public Hearing
Request for Commercial Vehicle Appeal
40345 Dequindre Road

On January 25, 2002, information was sent to the residence of Mr. Lloyd Peach that identified restrictions related to the commercial vehicles located on his residential property. As part of that information, he was advised that the GMC cube van, and two Ford vans parked on that property did not comply with the exceptions found in Chapter 39, Section 40.66.00. He was given the option to remove the vehicles or appeal to City Council for relief of the Ordinance.

In response to our letter, Mr. Peach has filed an appeal. The appeal requests that a public hearing date be held in accordance with the ordinance. A public hearing has been scheduled for your meeting of April 22, 2002.

A copy of the application and photo are attached for your reference.

Should you have any questions or require additional information, kindly advise.

RECEIVED

FEB 11 2002

BUILDING DEPARTMENT

COMMERCIAL VEHICLE
APPEAL APPLICATION

Request is hereby made for permission to keep a commercial vehicle(s) as described below, on the following residential zoned site:

NAME: LLOYD D. PEACH

ADDRESS: 40345 DEQUINDRE

CITY: TROY MI. ZIP: 48085 PHONE: (248) 740-9646

ADDRESS OF SITE: SAME

NUMBER OF VEHICLES: 3

VEHICLE IDENTIFICATION NUMBER(S) 1) 1G0JG31F3V1022303 2) 1GCEG25H6PF308678 3) 1FTSS34S5WHA34638

LICENSE PLATE NUMBER(S) 1) 8969AP 2) C2942R 3) 7188C1

DESCRIPTION OF VEHICLE(S) 1) PANEL VAN 2) CARGO VAN

3) CARGO VAN

REASON FOR APPEAL (see A - D below) D.

THE APPLICANT IS AWARE OF THE REQUIRED FINDINGS WHICH ARE STATED IN THE FOLLOWING:

44.02.01 ACTIONS TO GRANT APPEALS ... SHALL BE BASED UPON AT LEAST ONE OF THE FOLLOWING FINDINGS BY THE CITY COUNCIL:

- A. The occurrence of the subject commercial vehicle on the residential site involved is compelled by parties other than the owner or occupant of the subject residential site (e.g. employer).
- B. Efforts by the applicant have determined there are no reasonable or feasible alternative locations for parking of the subject commercial vehicle.
- C. A garage or accessory building on the subject site cannot accommodate, or cannot reasonably be constructed or modified to accommodate the subject commercial vehicle
- D. The location available on the residential site for the outdoor parking of the subject commercial vehicle is adequate to provide for such parking in a manner that will not negatively impact adjacent residential properties, and will not negatively impact pedestrian and vehicular movement along the frontage street(s).

COMMERCIAL VEHICLE APPEAL APPLICATION

40.02.2. The City Council may grant appeals in relation to the type, character or number of commercial vehicles to be parked outdoors in Residential Districts for an initial period not to exceed two (2) years, and may thereafter extend such actions for a similar period.

Supporting data, attached to the application, shall include: a plot plan, drawn to scale, a description and location of the vehicle(s) and a photo of the vehicle on-site..



(signature of applicant)

STATE OF MICHIGAN
COUNTY OF Oakland

On this 8th day of February, 19 2002 before me personally appeared the above named person who depose and sayeth that he/she signed this application with full knowledge of its contents and that all matters stated therein are true.



Notary Public, County, Michigan

PATRICIA M. ELLISON
NOTARY PUBLIC MACOMB CO., MI
MY COMMISSION EXPIRES NOV. 15, 2004
ACTING IN OAKLAND COUNTY, MI

My Commission Expires: _____

10





March 2002

March 2002						
S	M	T	W	T	F	S
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2002						
S	M	T	W	T	F	S
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
					March 1
					2
					3
					4
4	5	6	7	8	9
7:30pm City Council-Regular (Council Chambers)	7:30pm City Council/Planning Comm (Police/Fire Training Center)	8:30am Building Code Board of Appeals (City Hall (LL)) 7:00pm Adv Comm Per/Disabilities (City Hall (LL)) 7:30pm Animal Control Appeals Board (City Hall (C))	10:00am Advisory Comm/Senior Citizens (Community Center)		10
					11
11	12	13	14	15	16
7:30pm Liquor Control Committee (City Hall (LL))	7:30pm Planning Commission-Regular Session (Council Chambers) 7:30pm Historical Society (Community Center)	3:00pm Employee Retirement System (City Hall (C))	7:30pm Parks & Recreation Board (Community Center) 7:30pm Library Board of Trustees (Library)		17
					18
18	19	20	21	22	23
7:30pm City Council-Regular (Council Chambers)	7:30pm Board of Zoning Appeals (Council Chambers) 7:30pm Historic District Commission (City Hall (C))	7:30am Downtown Development Authority (Conference Room LL) 7:30pm Traffic Committee (City Hall (LL))			24
					25
25	26	27	28	29	30
	7:30pm Planning Commission-Study (Conference Room LL) 7:30pm Historical Commission (Museum) 8:00pm Troy Daze (Community Center)	7:00pm Animal Control Appeals Board (Conference Room C)		Good Friday-City Offices Closed	31



3/14/02

G-7

3/18 PH-1783 E 14 Mile Rd
3/18 PH-Rezoning, Sec 24, R-1E to P-1
4/22 PH-CDBG

April 2002



April 2002						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2002						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
April 1	2	3	4	5	6
City Election	7:30pm Planning Commission-Study (Conference Room LL)	8:30am Building Code Board of Appeals (City Hall (LL)) 7:00pm Adv Comm Per/Disabilities (City Hall (LL))	10:00am Advisory Comm/Senior Citizens (Community Center)		
8	9	10	11	12	13
7:30pm City Council-Regular (Council Chambers) 7:30pm Liquor Control Committee (City Hall (LL))	7:30pm Planning Commission-Regular Session (Council Chambers) 7:30pm Historical Society (Community Center)	3:00pm Employee Retirement System (City Hall (C))	7:30pm Parks & Recreation Board (Community Center) 7:30pm Library Board of Trustees (Library)		
15	16	17	18	19	20
	7:30pm Board of Zoning Appeals (Council Chambers) 7:30pm Historic District Commission (City Hall (C))	7:30am Downtown Development Authority (Conference Room LL) 7:00pm Cable Advisory Committee (City Hall (C)) 7:30pm Traffic Committee (City Hall (LL))	3:00pm Brownfield Redevelopment Authority (Conference Room LL)		
22	23	24	25	26	27
7:30pm City Council-Regular (Council Chambers)	7:30pm Planning Commission-Study (Conference Room LL) 7:30pm Historical Commission (Museum) 8:00pm Troy Daze (Community Center)				
29	30				

May 2002

May 2002							June 2002						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
5	6	7	1	2	3	4	2	3	4	5	6	7	1
12	13	14	8	9	10	11	9	10	11	12	13	14	8
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
							30						

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
		May 1 8:30am Building Code Board of Appeals (City Hall (LL)) 7:00pm Adv Comm Per/Disabilities (City Hall (LL))	2 10:00am Advisory Comm/Senior Citizens (Community Center)	3	4
6	7	8	9	10	11
7:30pm City Council-Regular (Council Chambers)	7:30pm Planning Commission-Study (Conference Room LL)	3:00pm Employee Retirement System (City Hall (C))	7:30pm Parks & Recreation Board (Community Center) 7:30pm Library Board of Trustees (Library)		
13	14	15	16	17	18
7:30pm City Council (Council Chambers) 7:30pm Liquor Control Committee (City Hall (LL))	7:30pm Planning Commission-Regular Session (Council Chambers) 7:30pm Historical Society (Community Center)	7:30am Downtown Development Authority (Conference Room LL) 7:30pm Traffic Committee (City Hall (LL))			19
20	21	22	23	24	25
	7:30pm Board of Zoning Appeals (Council Chambers) 7:30pm Historic District Commission (City Hall (C))				26
27	28	29	30	31	
Memorial Day-City Offices Closed 	7:30pm Planning Commission-Study (Conference Room LL) 7:30pm Historical Commission (Museum) 8:00pm Troy Daze (Community Center)				

March 7, 2002

TO: Honorable Mayor and City Council

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

SUBJECT: Tree Ordinance Changes

BACKGROUND

At the March 4, 2002 City Council meeting, staff was requested to develop revisions to the City of Troy Tree Ordinance – Chapter 28, addressing concerns regarding the issues of private developer tree preservation and possible penalties/remediation for unauthorized removal of trees.

The guidelines that developers use for tree preservation - The Landscape Design and Tree Preservation Standards are closely linked with the Tree Ordinance regarding private development. Any changes made to the Tree Ordinance will necessitate corresponding changes to the Tree Preservation Standards as well.

RECOMMENDATION

Staff will make adjustments to both documents and return them to Council for review by July 1, 2002.

March 11, 2002

To: Honorable Mayor and City Council

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

Subject: Community Center Pass Definition

A request was made by a gay couple that they and their children be considered as one family for the purpose of purchasing Community Center annual passes.

The request was denied since the definition currently used for a family is "immediate family members in the same household." In addition, children over age 23 residing in the same household as their parents are considered separately.

Unless otherwise directed by Council, staff will continue to define family as stated above.

February 21, 2002

To: The Honorable Mayor and City Council

From: John Szerlag, City Manager
Gary A. Shripka, Assistant City Manager/ Services
John M. Lamerato, Assistant City Manager/ Finance and Administration
Jeanette Bennett, Purchasing Director

Re: Report and Communication
Update for Council Boardroom Renovation

STATUS

On December 3, 2001, Troy City Council approved the plan to renovate the space to be designated as the Council Boardroom at an estimated cost of \$96,100 (Council Resolution 2001-12-584). At the time of this approval, raw estimates were obtained from various vendors for the room requirements. Final prices for the equipment and various services were to be obtained after Council approved the plan. At the meeting of March 4, 2002, during a request to approve the final contract for the installation of cable equipment, there seemed to be some confusion as to the amount of money being spent on this improvement.

Attached is a comparison of the estimated costs and the actual costs taken from purchase orders issued as a result of bid or quote processes or Cooperative contracts. Most items purchased to this point have been under original estimates and, therefore, the total project is well within the amount originally requested of \$96,100.

CONCLUSION

The project has not been concluded, but it is anticipated that the entire project will come in "at" or "under" budget.

APPENDIX A
Detailed Cost Estimates
Upper Level Conference Room – Old Court Area

Cost Estimate for Renovation of Upper Level Conference Room		ESTIMATED COST	TOTAL ESTIMATES BY SECTION	ACTUAL COSTS
	Items Already Owned			
1 Each	Credenza	0.00		
1 Each	Phone Table	0.00		
1 Each	Computer Stand	0.00		
1 Each	Refurbished Conference Table (Kmart Donation) 14' x 8'	0.00	\$ 0	\$ 0
	Items to be Bid or Quoted			
2 Each	Storage Units – Nucraft / Match Existing Furnishings	\$7,000		\$ 4,627.62
14 Each	Tuohy 901 Leather Chairs – Serena	\$12,000		\$ 9,450.88
1 Each	Remote Camera System with 3 cameras, installation, and training	\$46,500		\$46,080.00
1 Each	Audio Visual Package including installation of LCD projector, marker board, viewing screen, speakers, mixer, amplifier, wiring, installation	\$8,000		\$ 6,277.00
2 Each	IF, Info Board Mounting Rail	\$800		Included below
2 Each	IF, Info Board, 60" x 40", writable and tackable	\$900		Included below
2 Each	IF, Info Board, 60" x 40", tackable / tackable, installation	\$900		\$1,486.00
	Bid or Quote Estimated Total	\$76,100	\$ 76,100	\$67,921.50
	Replacement Furnishings for Conference Room C			
1 Each	Credenza – Oakland County Haworth Furniture Contract	\$2,000	\$ 2,000	\$1,145.32
	Items Purchased from Cooperative Contracts			
1 Each	LCD projector – REMC Contract	\$4,000		\$4,895.00
10 Each	Haworth Stacker Chairs – Oakland County Contract	\$1,500		\$1,242.60
33 Each	Haworth Stacker Chairs – Oakland County Contract	\$4,500		\$3,724.38
	Estimated Total from Cooperative Contracts	\$10,000	\$ 10,000	\$9,861.98
	Building Maintenance (materials and labor)			WORK NOT COMPLETED
	Paint (2 coats with primer)	\$1,500		
	Carpet with Glue ~\$30 / sq. yard X 120 sq. yards	3,600	\$ 3,600	\$2,802.35
	Base Cove	\$350		
	Carpet Labor: 3 men x 10 hours x \$25	\$750		
	Paint Labor: 3 men x 16 hours x \$25	\$1,200		
	Framed pictures for walls (3)	\$600		
	Estimated Total of Materials And Labor	\$8,000		
	Costs to this Date		\$91,700 (Provided for Comparison)	\$81,731.15
	Grand Total		\$96,100	

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

WHEREAS, The cost of \$.13 per sq. ft. for the Police/Fire Training Center is found to be within the range paid for other buildings currently cleaned by Clean Care;

NOW, THEREFORE, BE IT RESOLVED, That Resolution #2000-471 is hereby amended to add the Police/Fire Training Center to the Janitorial Services contract with Clean Care of Oak Park at a monthly cost of \$875.00 or \$10,500.00 per year.

Yes: All-7

F-4 Bid Waiver – Bus Rental for Downhill Ski Program

Resolution #2001-12-583

Moved by Pallotta

Seconded by Kaszubski

WHEREAS, A market comparison has been conducted for bus rental for the Parks and Recreation Department 2001-02 Downhill Ski Program; and

WHEREAS, It has been determined that the Troy School buses meet the Parks and Recreation Department's restrictions regarding cancellation notice, and the buses are available on both Friday and Saturday; and

WHEREAS, It is the determination of the City Manager and City Council of the City of Troy that no benefit would result to the City to solicit additional sealed bids;

NOW, THEREFORE, BE IT RESOLVED, That formal bidding procedures are hereby waived and a contract to provide bus rental for nineteen, 66-passenger buses, for five consecutive weeks, for the Parks and Recreation Department 2001-02 Downhill Ski Program is hereby awarded to the Troy Schools at a unit cost of not more than \$319.19 (Friday) and \$380.88 (Saturday) with the total award not to exceed \$33,000.00.

Yes: All-7

F-5 Conference Room Renovation – Upper Level

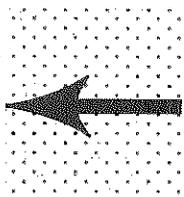
Resolution #2001-12-584

Moved by Pallotta

Seconded by Schilling

RESOLVED, The City Staff is authorized to renovate the Upper Level Conference Room at an estimated cost of \$96,100.00 in accordance with Appendix B, Detailed Cost Estimates.

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



MOTION CARRIED

RECESS: 9:17 PM – 9:34 PM

F-6 Contract Ratification – Troy Police Officers Association

Resolution #2001-12-585
Moved by Pallotta
Seconded by Schilling

RESOLVED, That a collective bargaining agreement between the City of Troy and Troy Police Officers Association (TPOA) for the period July 1, 2001 through June 30, 2005 is hereby ratified by the City Council of the City of Troy, the Employer, and the Mayor and City Clerk are authorized to execute the final agreement.

Yes: All-7

F-7 Additional Funds for Troy Medi-Go Plus

Resolution #2001-12-
Moved by Pallotta
Seconded by Schilling

RESOLVED, That the City Council of the City of Troy does hereby authorize additional funding in the amount of \$60,000.00 for Troy Medi-Go Plus for fiscal year 2001/2002.

Vote on Amendment

Resolution #2001-12-586
Moved by Howrylak
Seconded by Pryor

RESOLVED, That the authorized amount of the additional funding be amended to \$25,000 and that the purchase of the van and 100% funding be placed on the Budget Study Session Agenda for additional discussion.

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

MOTION FAILED

November 20, 2001

CITY OF TROY

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager

2001 NOV 21 A 11: 54

Gary A. Shripka, Assistant City Manager - Services

John M. Lamerato, Assistant City Manager – Finance and Administration

Jeanette Bennett, Director of Purchasing

CITY MANAGER'S OFFICE

RE: Conference Room Renovation – Upper Level

RECOMMENDATION

The City requests approval and authorization to expend approximately \$96,100 to complete the next phase of renovation resulting from use of the vacated court space. These funds would be used to renovate the area vacated by one of the Courtrooms on the second floor. This renovation would allow enough space for City Council Study Sessions that would have cable televising capability, presentation equipment, and spectator seating always ready for use.

DETAILS

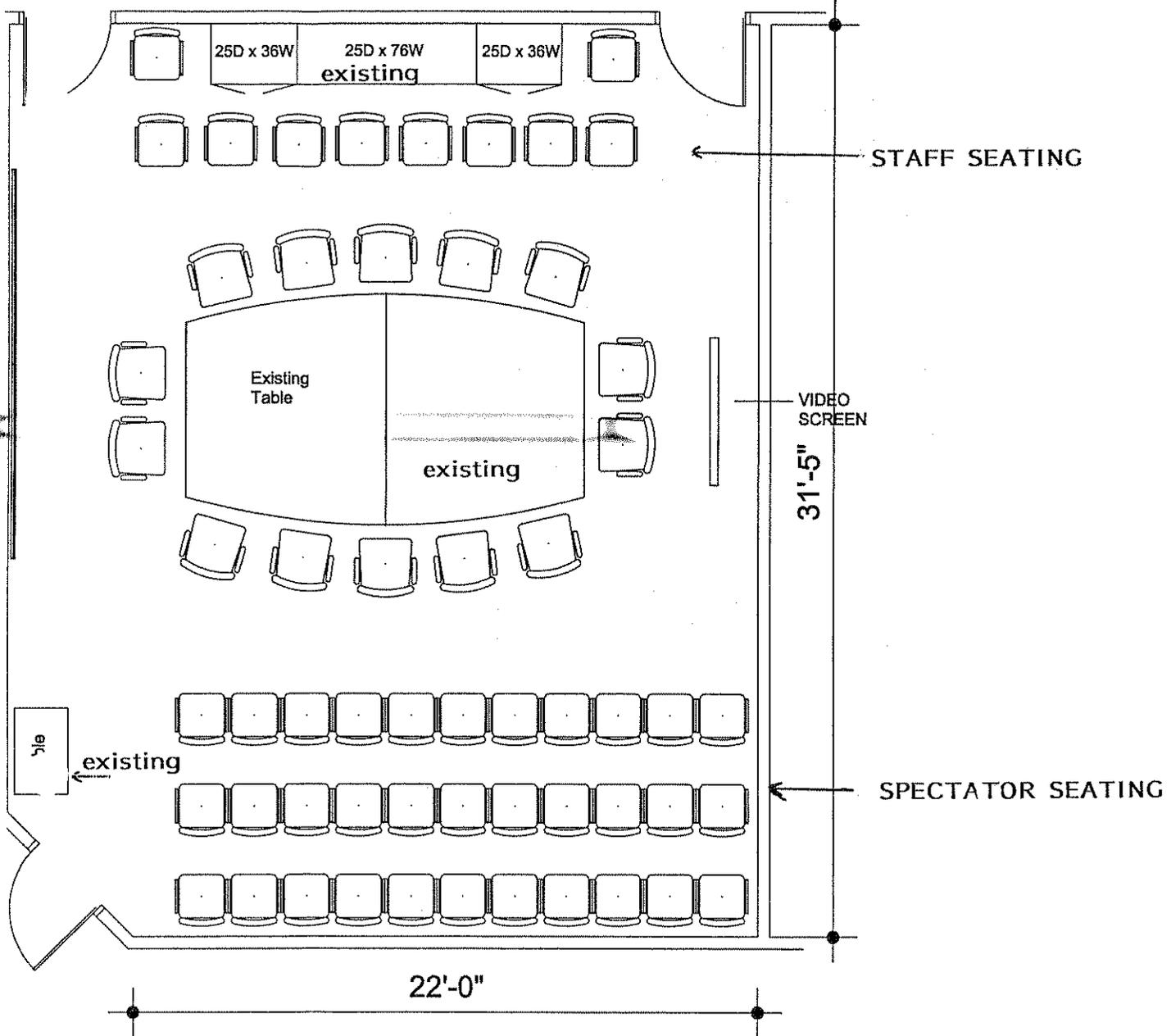
Attached for your review is a proposed plan of the renovated area (Appendix A) and detailed cost estimates (Appendix B). Highlights of the plan include the following:

- The final placement of the large conference table donated by Kmart Corporation which is 14' x 8'.
- The credenza, phone table, and computer stand that matches the donated table would be moved from Conference Room C to the conference room.
- Two (2) Nucraft storage units that match the existing furniture would be bid.
- Fourteen (14) Tuohy 901 leather chairs would be purchased through a bid process for Council and presenting staff seated around the conference table.
- Audiovisual presentation equipment would be priced that would allow the same access as that in the Lower Level Conference Room.
- A three (3) camera remote system would be installed to allow the televising of meetings from this conference room.
- One (1) LCD projector would be purchased using the REMC Cooperative contract.
- Haworth spectator and staff seating would be purchased using the Oakland County Haworth contract.
- Interface carpeting would be purchased from the manufacturer as has occurred in other areas in City Hall.
- Building Operations staff would complete all remodeling including painting, carpet installation, and base cove installation.

SUMMARY

The recommendation to expend approximately \$96,100 will provide the Management Staff and City Council a permanent facility to handle study sessions and other group presentations taking full advantage of current technology. The funding for this project will come from the Proposal B bonds.

F-5



FLOOR PLAN
SCALE: 1/4" = 1'-0"



APPENDIX B
Detailed Cost Estimates
Upper Level Conference Room – Old Court Area

<u>Cost Estimate for Renovation of Upper Level Conference Room</u>		ESTIMATED COST	
	Items Already Owned		
1 Each	Credenza	0.00	
1 Each	Phone Table	0.00	
1 Each	Computer Stand	0.00	
1 Each	Refurbished Conference Table (Kmart Donation) 14' x 8'	0.00	
	Items to be Bid or Quoted		
2 Each	Storage Units – Nucraft / Match Existing Furnishings	\$7,000	
14 Each	Tuohy 901 Leather Chairs – Serena	\$12,000	
1 Each	Remote Camera System with 3 cameras, installation, and training	\$46,500	
1 Each	Audio Visual Package including installation of LCD projector, marker board, viewing screen, speakers, mixer, amplifier, wiring, installation	\$8,000	
2 Each	IF, Info Board Mounting Rail	\$800	
2 Each	IF, Info Board, 60" x 40", writable and tackable	\$900	
2 Each	IF, Info Board, 60" x 40", tackable / tackable, installation	\$900	
	Bid or Quote Estimated Total	\$76,100	\$76,100
	Replacement Furnishings for Conference Room C		
1 Each	Credenza – Oakland County Haworth Furniture Contract	\$2,000	\$ 2,000
	Items Purchased from Cooperative Contracts		
1 Each	LCD projector – REMC Contract	\$4,000	
10 Each	Haworth Stacker Chairs – Oakland County Contract	\$1,500	
33 Each	Haworth Stacker Chairs – Oakland County Contract	\$4,500	
	Estimated Total from Cooperative Contracts	\$10,000	\$10,000
	Building Maintenance (materials and labor)		
	Paint (2 coats with primer)	\$1,500	
	Carpet with Glue ~\$30 / sq. yard X 120 sq. yards	3,600	
	Base Cove	\$350	
	Carpet Labor: 3 men x 10 hours x \$25	\$750	
	Paint Labor: 3 men x 16 hours x \$25	\$1,200	
	Framed pictures for walls (3)	\$600	
	Estimated Total of Materials And Labor	\$8,000	\$8,000
	Grand Total		\$96,100



Special Issue for the City General Election

April Ballot Proposal A: Purchase of Wetlands/Natural Features

VOTERS TO DECIDE BALLOT QUESTION MONDAY, APRIL 1, 2002

APPROVAL WILL ENABLE CITY TO PURCHASE WETLANDS/NATURAL FEATURES

City of Troy voters will decide on ballot question Proposal A when they vote on Monday, April 1, 2002. This newsletter discusses the purchase of wetlands/natural features through the issuance of bonds which will increase your property taxes. It does not support or oppose the ballot question but is intended to provide factual information.

BALLOT LANGUAGE FOR PROPOSAL A WETLANDS/NATURAL FEATURES PURCHASE

“Shall the City of Troy, County of Oakland, Michigan, borrow a sum not to exceed \$18,000,000.00 and issue, in one or more series, its general obligation unlimited tax bonds within five years from the date hereof, for the purpose of acquiring property with natural features such as wetlands, watercourses, lake plain prairies, or threatened or endangered species critical habitats?”

What is a wetland and what is its function?

Wetlands are areas where water covers the surface of the soil, or is present either at or near the surface all year or for varying periods of time during the year. A wetland can serve as fish and wildlife habitat, stormwater retention and flood control, water quality improvement, recreational use and aesthetic qualities. Wetlands often play a vital role in recreation, tourism and the economy in Michigan as well as providing open space for urban and non-urban areas. They also could provide opportunities for fishing, canoeing, hiking, bird watching and sightseeing.

Why are wetlands valuable to the ecosystem?

At least 45% of the nation's listed endangered animals and 26% of the endangered plants survive only in wetlands. Over half of Michigan's wetlands have already been drained or filled. While wetlands provide a habitat for endangered species they also benefit urban society. Wetlands recharge ground water supplies, control erosion, prevent the mitigating effects of droughts and floods, and treat pollution by serving as a biological and chemical oxidation basin.

Can wetlands be a functional and cost effective method of filtering and treating storm water?

Yes. Wetlands are a crucial part of the City's natural plumbing system. They help protect the community from flooding and purify polluted runoff. Wetlands are one of our most valuable natural assets because they provide these and other benefits at no cost to us.

What is Proposal A regarding wetlands?

By issuing \$18 million in bonds and levying .50 mills for 10 years the City could purchase approximately 200 acres of wetlands/natural features for preservation.

How does Proposal A affect home owners?

Since the 2001 Average Taxable Value for a home in Troy is \$98,369 a .50 mill levy against this Taxable Value means an average increase in annual taxes of \$49.18.

What is the status of the 1999 Bond Proposal C which allocated \$6 million for the purchase of parkland and open space?

We have spent approximately \$5 million and obligated the balance for the purchase of over 70 acres at the following locations: Livernois Park (Big Beaver and Wattles), Square Lake/Willow Grove, property south of Barnard Elementary, Milverton/Maple, and Jaycee Park Expansion.

What parcels will be purchased with the proposed 2002 bond issue?

Properties under consideration are located in all areas of the City. Since this issue deals with property acquisition, identification of any one parcel will not be disclosed until negotiations with individual property owners have been conducted.

How will purchases be prioritized?

Recommended guidelines to be used to determine specific property purchases include:

- Priority 1** Property impacting the City’s water filtration system (retention, detention & water flow)
- Priority 2** Preservation of wetlands and natural features
- Priority 3** Passive or active recreational components
- Priority 4** Aesthetically enhances the City



Where can voters go to see a wetland?

The City of Troy owns the Lloyd A. Stage Nature Center (pictured), an excellent example of property containing natural features and wetlands. It has a stream running through it and provides filtration and detention benefits.

If you would like further information or have any questions on this ballot proposal, please contact the Engineering Department at 248.524.3383. Information can also be obtained on the following websites:

www.epa.gov
www.deq.state.mi.us

City of Troy
500 W. Big Beaver Rd.
Troy, Michigan 48084

BULK RATE
Car-Rt Sort
U.S. POSTAGE
PAID
TROY, MICHIGAN 48084
PERMIT NO. 19

POSTAL PATRON, LOCAL

VOTE MONDAY, APRIL 1ST

G-12 E-mail From Council Member Howrylak: Re: SOCRRA Information Request and Response From City Management

NOTE: Hard copies of back-up material for this item will be forwarded with packet material.

March 11, 2002

To: The Honorable Mayor and City Council

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

Re: Contract Award – Best Value Proposal
Solid Municipal Waste, Yard Waste, and Recycling Services

RECOMMENDATION

On January 30, 2002, request for proposals (RFP) were opened for a five-year contract with an option to renew for two successive one-year periods for waste collection services. It is respectfully recommended that an award be made to the highest scoring firm, Tringali Sanitation Company, at an estimated five-year cost of \$12,656,976.00.

SELECTION PROCESS

The selection of the waste hauler was based upon weighted criteria, which evaluated the RFP responses, interviews and pricing as follows:

- | | |
|---|-----|
| • Experience and Strength of Operations | 25% |
| • Technical | 25% |
| • Financial | 50% |

BACKGROUND

The process started during August of 2001, with the hiring of Resource Recycling Systems, Inc. of Ann Arbor to develop a request for proposal and assist in the evaluation process.

The City of Troy refuse contract had not been openly and competitively bid since 1974. There have been several re-negotiations in the rate per household collection price, but basically there have been no changes in the terms of the contract with the exception of the addition of curbside recycling and the separate collection of compostable materials. For these reasons, we felt it important to bid the contract.

Request for proposals were prepared and issued late in November of 2001, followed by a December 17, 2001, pre-bid meeting to answer vendor questions. Subsequently, two addendums were issued to clarify, change, or add information to the original proposal document.

Proposals were opened January 30, 2002. It should be noted that none of the members of the evaluation committee attended the opening, and they were not aware of what the costs were until after the vendor proposals had been evaluated, personal interviews with each of the vendors were completed, and ranked in order of performance. Once the evaluations were completed, the committee members were advised of the costs as bid by the three firms.

After the evaluations and interviews, Mr. Frye, our consultant, was provided with all of the financial data from which the attached analysis was derived. (See Appendix II)

Criteria	Waste Management	Republic Services	Tringali Sanitation	Best Possible Score
Organization	11.62	16.08	21.50	25
Technical	8.88	14.65	22.21	25
Subtotal	20.20	30.86	43.77	50
Financial	44.48	50.00	48.84	50
TOTAL	64.78	80.86	92.61	100

To further understand the financial analysis, we have calculated the weekly refuse disposal cost for each household in Troy according to the current contract, and then calculated the cost based on the price bid by each contractor. It should be noted that each residence in Troy does not receive all three services. (See Appendix I)

We have seriously considered the possibility of providing a fully automated system of refuse collection. Both Republic and Waste Management submitted bids, and on the surface it appeared there would be a cost savings, but further investigation revealed that the contractor would only implement this type of program if we agree that only refuse contained in the provided 96-gallon trash receptacle would be collected. We feel that any cost savings would not be worth the ill will that most likely would be generated by such an inflexible stance. Also, we would point out that when the refuse ordinance was recently revised, it was very important that we increase the amount of refuse that would be picked up from one cubic yard to two cubic yards. By restricting the amount to what could be deposited in one receptacle, it might be construed as a volume reduction.

Another area that needs consideration is the number of citizen complaints that must be handled by our staff. Tringali has always worked hard to minimize complaints and has demonstrated that they make every effort to make the necessary adjustment almost immediately. We checked Tringali's references and found that they provided the same level of service in all of the communities listed. We checked the references of both of the other vendors, but neither received the glowing report that Tringali did.

When City staff has to deal with citizen complaints about refuse collection, they are taken away from other aspects of their job. While it is impossible at this time to put a quantitative value on the amount of time necessary to resolve these types of complaints, they do cost the City money that could be better spent elsewhere.

Tringali has done an excellent job of keeping our town clean over the years and the vast majority of our residents are very satisfied with the service. We do not anticipate an increase in taxes to our residents for at least the first year of this

contract: therefore, we are very comfortable in recommending that Tringali Sanitation be awarded the contract.

The bidding process has afforded us the opportunity to make some improvements in the administration of this contract, and improve the service we can provide our customers.

The City Attorney is putting together the refuse contract that will be signed by the City and Tringali Sanitation, and providing you have no objections, we will bring the package back for your approval on April 8, 2002.

BUDGET

Funds for refuse, recycling, and yard waste collection are available through the Refuse Fund budget 530.7802.060 and 530.7802.210.

11 Proposals Sent
6 Proposal Responses Rec'd
3 No Response

RESOLUTION

RESOLVED, that a five- (5) year contract to provide refuse, recycling, lawn debris, and dumpster collection services with an option to renew for two successive one-year periods is hereby awarded to the highest scoring firm, Tringali Sanitation, at prices contained in Attachment A opened January 30, 2002, a copy of which shall be attached to the original minutes of this meeting at an estimated total cost for five (5) years of \$12,656,976.00.

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

APPENDIX I

SOLID MUNICIPAL WASTE, YARD WASTE, AND RECYCLING SERVICES

Service Provided	Current Rate	Tringali Sanitation	Republic	Waste Management
Solid municipal waste collection- 52 weeks from 28,747 residences	.70	1.07	.92	1.09
Yard waste collection- 35 weeks from 22,857 residences	.21	.28	.55	.45
Recyclable collection-52 weeks from 24,277 residences	.36	.42	.40	.49
Recycling credits from SOCRRA (based on average \$9,500/month)	(.09)	(.09)	(.09)	(.09)
Cost per average residence during yard waste season (35 weeks)	1.18	1.68	1.78	1.94
Cost per average residence during remaining 17 weeks	.97	1.40	1.23	1.49
Average annual cost per household		1.67	1.69	1.88

**Solid Waste, Yard Waste,
And Recycling Collection
Bid Review Summary**

February 26, 2002

The City of Troy DPW released a request for proposals for solid waste, yard waste, and recycling collection services. Proposals were received from Waste Management (WMI), Republic Services, and Tringali Sanitation, all of which provide services in Southeastern Michigan.

The Evaluation Committee initially reviewed the technical proposals only, without access to the cost bids. The five-member review committee then scored the technical proposals against organizational and technical criteria. Organizational criteria measured demonstrated ability and experience to provide services. Technical criteria measured structure of the management team and technical operations. The Evaluation Committee determined that all companies were qualified, so oral interviews were conducted. Averaging of these scores resulted in the following allocation of points to each bidder.

Criteria	Waste Management	Republic Services	Tringali Sanitation	Best Possible Score
Organization	11.62	16.08	21.50	25
Technical	8.88	14.65	22.21	25
Subtotal	20.20	30.86	43.77	50

Once the proposal and interview scoring was complete, the financial information was given to the committee and the financial analysis was prepared. The following table shows the service prices for year one, as quoted by each bidder. These service prices were used in the financial analysis for the purpose of evaluating the bids. Attachment A includes a chart with all of the quoted service pricing.

Service Category	Waste Management	Republic Services	Tringali Sanitation
Base Bid - Residential Refuse Collection (w/o disposal w/ two-yard limit.)	\$1,628,230.08	\$1,376,400.00	\$1,599,483.08
Base Bid - Yard Waste Collection – 35 wks. (w/o compost processing.)	\$356,569.20	\$441,600.00	\$223,998.60
Base Bid – Recyclables Collection (w/o processing and containers.)	\$614,693.64	\$501,100.00	\$530,209.68
Base Bid – Dumpster Collection (w/o disposal.)	\$18,554.40	\$31,965.20	\$30,308.00

To complete the analysis of the base bids, assumptions about levels of service were used to model expected costs for each bidder's services on a comparable "apples to apples" cost basis that only included submitted pricing for collection of refuse, recyclables, yard waste, and the City's dumpsters.

Following is a first year cost summary for each vendor based on their submitted pricing.

Service Group	Year 1 Waste Management	Year 1 Republic Services	Year 1 Tringali Sanitation
Residential Waste Collection	\$1,628,230.08	\$1,376,400.00	\$1,599,483.08
Residential Yard Waste Collection	\$356,569.20	\$441,600.00	\$223,998.60
Residential Recycling Collection	\$614,693.64	\$501,100.00	\$530,209.68
Dumpster Collection	\$18,554.40	\$31,965.20	\$30,308.00
TOTAL	\$2,618,047.32	\$2,351,065.20	\$2,383,999.36

The financial analysis examined pricing over the proposed 5-year contract term. Waste Management had quoted a 3% annual price escalator. Republic Services quoted a 2.5% price escalator, and Tringali Sanitation quoted a 3% price escalator. The bid documents actually indicate that the quoted escalator, or the annual consumer price index for the area, whichever is lower, will be used to compute the cost increases. However, in this case, the quoted escalation rates were used to represent the highest potential cost to the City.

Following are the 5-year cost projections that were modeled for each bidder – again on a comparable “apples to apples” service basis. These costs are for hauling waste and recyclables to the SOCRRA facility located in Troy.

Service Group	5 Year Cost Waste Management	5 Year Cost Republic Services	5 Year Cost Tringali Sanitation
Residential Waste Collection	\$8,644,495	\$7,234,811	\$8,491,873
Residential Yard Waste Collection	\$1,893,074	\$2,321,195	\$1,189,239
Residential Recycling Collection	\$3,263,492	\$2,633,946	\$2,814,955
Dumpster Collection	\$98,508	\$168,020	\$160,909
TOTAL	\$13,899,569	\$12,357,972	\$12,656,976

Following are the net present value calculations for the 5-year cost projections based on an annual discount factor of 5%. These figures, which reflect “today’s dollar” rather than an inflated year 5 dollar, for example, are the ones that are used to assign the financial points for the evaluation scoring.

Service Group	5 Year NPV Waste Management	5 Year NPV Republic Services	5 Year NPV Tringali Sanitation
Residential Waste Collection	\$7,463,679	\$6,249,520	\$7,331,905
Residential Yard Waste Collection	\$1,634,485	\$2,005,077	\$1,026,792
Residential Recycling Collection	\$2,817,707	\$2,275,236	\$2,430,440
Dumpster Collection	\$85,052	\$145,137	\$138,929
TOTAL	\$12,000,923	\$10,674,970	\$10,928,066

The RFP provided opportunities for vendors to respond to a number of alternates. Two companies, Waste Management and Republic Services submitted bids for some or all of these Alternate Cost Proposals – none of which provided a cost advantage over the base system. Among the findings are:

1. There is no collection cost advantage with a 1 cubic yard limit of refuse versus the two cubic yard limit in the base bid (Alternate #1).
2. Fully automated refuse collection (Alternate #2) was bid competitively by Republic and resulted in a minor \$6,900 savings in regular refuse collection, but required additional bulky collection at a cost of \$95,000 per year, thus resulting in a net increase in costs for this service. WMI also bid this service at a price that was nearly \$75,000 per year higher than their base bid with bulky waste collection included.
3. Semi-automated side-load refuse collection (Alternate #3) produced quoted pricing that was a few hundred thousand higher than base for Republic and over \$800,000 higher than base for WMI.
4. Semi-automated rear-load refuse collection (Alternate #4) produced quoted pricing that was over \$600,000 higher than base for both Republic and WMI.

One company, Republic Services, submitted a consolidated collection and disposal price (Alternates #6-8) utilizing Republic's Detroit Transfer Station, their Carlton Farms landfill in Wayne County, the Great Lakes International Recycling Facility in Macomb County, and the Indian Summer Composting Facility in Macomb County as alternate disposal/ processing facilities. That proposal also was not cost competitive.

Republic's pricing for that option, represented in the bid as a total of \$3,350,600 per year, included all processing and disposal, but did not include the complete "apples to apples" set of services offered by SOCRRA. Most notable in its absence was the lack of a proposal for handling household hazardous waste collection locally, a feature required in the RFP as part of the alternate responses.

Republic's recycling price under that bid, quoted at \$2.10 per household per month, totaled \$611,780 in the first year. Under Republic's bid, there would be no revenue sharing. Tringali quoted \$530,210 for recycling collection, and the City receives an average \$9,500 monthly credit from the SOCRRA Materials Recovery Facility, further reducing the cost.

Republic's yard waste price under that bid, quoted at \$2.15 per household per month, totaled \$589,711, much higher than Tringali's quote of \$223,999 along with SOCRRA's processing fee for yard waste (about \$80,000 per year).

Republic's solid waste price is where some savings were apparent, with that cost calculated at \$2,149,126 per year compared to Tringali's \$1,599,483 along with SOCRRA's disposal fee, which is expected to be in the \$900,000 range with the cost reductions recently achieved by SOCRRA in their disposal bid process.

As the bids currently stand, however, the preliminary point allocation for the financial analysis would award the highest possible points (50) to Republic as the low bidder with Tringali being awarded 48.84 points, based on the difference between Tringali's and Republic's costs, on a five-year net present value basis. As the chart below shows, the total points preliminarily awarded to each vendor would then stand as follows.

Criteria	Waste Management	Republic Services	Tringali Sanitation	Best Possible Score
Organization	11.62	16.08	21.50	25
Technical	8.88	14.65	22.21	25
Subtotal	20.20	30.86	43.77	50
Financial	44.48	50.00	48.84	50
TOTAL	64.78	80.86	92.61	100

Attachment A
Quoted Unit Prices from All Bidders

Service Category	Waste Management	Republic Services (Including rental fee)	Tringali Sanitation
Base Bid - Residential Refuse Collection (w/o disposal w/ two-yard limit.)	\$1,628,230.08 (Year One)	\$1,376,400.00 (Year One)	\$1,599,483.08 (Year One)
Per Housing Unit	\$4.72	\$4.00	\$1.07
Base Bid - Yard Waste Collection – 35 wks. (w/o compost processing.)	\$356,569.20 (Year One)	\$441,600.00 (Year One)	\$223,998.60 (Year One)
Per Housing Unit	\$1.30	\$1.60	\$.28
Base Bid – Recyclables Collection (w/o processing and containers.)	\$614,693.64 (Year One)	\$501,100.00 (Year One)	\$530,209.68 (Year One)
Per Housing Unit	\$2.11	\$1.72	\$.42
Recycling Curb-Cart (32-gallon)	\$729,151.54	\$285,000.00	No Bid
Per Curb-Cart	\$29.18	\$.98	No Bid
Base Bid - Wood Chipping – first 1/4 hr. and additional 1/4 hr. (w/o processing.)	\$39.00/ \$30.00	\$75.00/ \$30.00	\$60.00/ \$30.00
Dumpster Fees			
2 CY Dumpster (per lift)	\$3.30	\$6.00 - \$5.00 mo.	\$3.00
4 CY Dumpster (per lift)	\$6.60	\$11.40 - \$6.00 mo.	\$12.00
6 CY Dumpster (per lift)	\$9.90	\$17.00 - \$7.00 mo.	\$18.00
8 CY Dumpster (per lift)	\$13.20	\$22.75 - \$8.00 mo.	\$24.00
10 CY Dumpster (per pull)	\$105.00	\$140.00 - \$1.00 daily	\$140.00
20 CY Dumpster (per pull)	\$105.00	\$140.00 - \$1.50 daily	\$140.00
30 CY Dumpster (per pull)	\$105.00	\$140.00 - \$2.00 daily	\$140.00
40 CY Dumpster (per pull)	\$105.00	\$140.00 - \$2.50 daily	\$140.00

On-Call Pickups First 1/4 hour/ additional 1/4 hour	Waste Management	Republic Services	Tringali Sanitation
Pickup Truck w/ Crew	\$14.00/ \$14.00	\$60.00/ \$25.00	\$40.00/ \$20.00 (One Person)
Stake Truck w/ Crew	\$15.25/ \$15.25	\$75.00/ \$30.00	\$50.00/ \$25.00 (One Person)
Dump Truck w/ Crew	N/A	\$125.00/ \$50.00	\$50.00/ \$25.00 (One Person)
Rear Load Compacting Truck and Crew	\$29.00/ \$29.00	\$80.00/ \$32.00	\$60.00/ \$30.00 (Two Person Crew)
Front Load Compacting Truck w/ Crew	\$29.00/ \$29.00	\$100.00/ \$35.00	\$60.00/ \$30.00 (One Person)
Roll-Off Truck w/ Crew	\$27.00/ \$27.00	\$80.00/ \$32.00	\$60.00/ \$30.00 (One Person)
“Log Grabber” Truck w/ Crew	N/A	\$125.00/ \$49.00	N/A
Wood Chipping w/ Crew	\$40.00/ \$30.00	\$75.00/ \$30.00	\$60.00/ \$30.00 (Two Person Crew)
Skid Steer w/ Grapple Bucket and Crew	N/A	\$120.00/ \$45.00	N/A
Front End Loader w/ Crew	N/A	\$150.00/ \$60.00	\$75.00/ \$25.00 (One Person)

Two companies, Waste Management and Republic Services proposed bids for Alternate Cost Proposals.

	Waste Management (Yearly Cost)	Republic Services (Yearly Cost)
Alternate #1 Fully-Automated - 1 CY Refuse Limit (w/o disposal.)	\$1,628,230.08	\$1,376,400.00
Alternate #2 Semi-Automated w/ curb-carts (w/o disposal.)	\$1,704,122.16	\$1,369,500.00
Bulky Collection	Included in Above	\$95,000.00
Alternate #3 Semi-Automated Side Load w/ curb- carts (w/o disposal.)	\$2,445,794.76	\$1,590,300.00
Bulky Collection	Included in Above	\$95,000.00
Alternate #4 Semi-Automated Rear Load w/ curb- carts, bulky collection (w/o disposal.)	\$2,314,708.44	\$2,011,200.00

To: Honorable Mayor and City Council

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

Subject: City of Troy
Future Land Use Plan

Approximately two years ago the Planning Department and Planning Commission started the process of reviewing and updating the Master Land Use Plan. The previous Planning Director, Laurence Keisling, provided the historical land use information that is contained in the text of the Future Land Use Plan. Upon Mr. Keisling's retirement, Mark Miller, Planning Director, continued the Future Land Use Plan process with the Planning Commission. The Planning Commission conducted numerous study meetings over the past two years to develop the Plan. No dramatic revisions of land use policies were proposed during the planning process. On January 8, 2002 the Planning Commission conducted a public hearing and then adopted the Future Land Use Plan.

The Future Land Use Plan consists of goals, objectives, policies and graphic representations which serve as a guide for the development of the City. This document is flexible to be sensitive and responsive to the social, economic, and physical trends and realities of the City as well as the region. The Future Land Use Plan is comprised of a text document and three graphic maps that include the Future Land Use Plan, Transportation Plan and Natural Features Map. It is the goal of the Planning Department to produce a summary brochure of the Future Land Use Plan for general distribution.

The Municipal Planning Act, P.A. 285, 1931, as amended, requires that an, "attested copy of the plan shall be certified to City Council." Therefore, enclosed is the complete adopted Future Land Use Plan for your information and to comply with the Municipal Planning Act. If you have any specific questions regarding the Future Land Use Plan, please feel free to contact Mark Miller, Planner Director.

Enclosures

Copies: Mark Stimac, Director of Building and Zoning
Steve Vandette, City Engineer
Doug Smith, Director of Real Estate and Development
File/Future Land Use Plan
File/Correspondence

MFM/dav



March 14, 2002

TO: MAYOR AND MEMBERS OF COUNCIL

FROM: LORI GRIGG BLUHM, CITY ATTORNEY

RE: WPW v. CITY OF TROY et. al.

Enclosed please find the recently released Court of Appeals opinion in the WPW v. City of Troy et. al case. As you may recall, this is the tax case that was consolidated with the tax cases brought against the Township of Canton, City of Oak Park, the Township of Southfield, and the City of Southfield.

Plaintiffs unsuccessfully challenged their property taxes in each of these municipalities. They argued that Article 9, Section 3 of the Michigan Constitution of 1963, as amended by Proposal A, requires uniformity of taxable values (the capped basis for property taxes created after the passage of Proposal A). The Court of Appeals recognized that the Michigan Constitution requires uniformity of assessment, but this uniformity does not extend to taxable values. Based on this, the Court of Appeals ruled in favor of the municipalities, and affirmed the circuit court decisions in all cases.

The Court of Appeals opinion contains a fairly comprehensive analysis of the effect of Proposal A on the tax scheme. If you have any additional questions, please let me know.

STATE OF MICHIGAN
COURT OF APPEALS

WPW ACQUISITION COMPANY, GREAT
LAKES REAL ESTATE INVESTMENT TRUST,
HOME PROPERTIES OF NEW YORK LIMITED
PARTNERSHIP, CORNERSTONE REAL
ESTATE ADVISERS COMPANY, COLUMBIA
CENTER LIMITED PARTNERSHIP, TROY
REALTY HOLDING COMPANY, INC.,
ENGINEERING TECHNOLOGY, INC.,

Plaintiffs-Appellants,

v

CITY OF TROY,

Defendant-Appellee.

FOR PUBLICATION
March 8, 2002
9:00 a.m.

No. 224234
Oakland Circuit Court
LC No. 99-013622-CZ

RAMCO-GERSHENSON, INC., CARRIAGE
COVE APARTMENTS ASSOCIATION,
BILTMORE PROPERTIES, INC., STEUR AND
CANVASSER, INC., MEIJER, INC., DR GROUP
PARTNERSHIP, PROCOIL CORP.,

Plaintiffs-Appellants,

v

TOWNSHIP OF CANTON,

Defendant-Appellee.

No. 224813
Wayne Circuit Court
LC No. 99-909175-CZ

HOME PROPERTIES OF NEW YORK, LP and
PARKWOOD PLAZA, LP,

Plaintiffs-Appellants,

v

CITY OF OAK PARK,

Defendant-Appellee.

No. 226224
Wayne Circuit Court
LC No. 99-014231-CZ

BINGHAM CENTER ASSOC, LLP,

Plaintiff-Appellant,

v

TOWNSHIP OF SOUTHFIELD,

Defendant-Appellee.

No. 228106
Oakland Circuit Court
LC No. 99-016319-CZ

SOUTHFIELD TECHNE CENTER PROPERTIES,
GREAT LAKES REAL ESTATE INVESTMENT,
A-II LIMITED PARTNERSHIP, LINCOLN
CORP, HORIZON CORP, FDN ASSOCIATES,
ESSEX CENTRE ASSOCIATES, LAHSER II
LIMITED PARTNERSHIP,

Plaintiffs-Appellants,

v

CITY OF SOUTHFIELD,

Defendant-Appellee.

No. 232132
Oakland Circuit Court
LC No. 99-013621-CZ

Before: O'Connell, P.J., and White and Cooper, JJ.

O'CONNELL, P.J.,

In these five cases consolidated on appeal, plaintiffs¹ appeal as of right from various trial court orders from the Oakland and Wayne Circuit Courts. In each case, we are asked to decide whether Const 1963, art 9, § 3 of our state constitution provides that plaintiffs are entitled to taxable values of real property, which, as percentages of true cash value, equal the average ratio of taxable value to true cash value of all other property in the taxing district.² Because we agree with the trial courts' conclusion in each case that Const 1963, art 9, § 3, as amended by Proposal A, imposes no such requirement, we affirm in all cases.³

I. Procedural History

In Docket No. 224234, plaintiffs appeal as of right from the December 10, 1999, order of the trial court granting summary disposition in favor of defendant City of Troy pursuant to MCR 2.116(C)(8). In Docket No. 224813, plaintiffs appeal as of right from the January 19, 2000, order of the trial court dismissing with prejudice plaintiffs' claim against defendant Canton Township.⁴ In Docket No. 226224, plaintiffs appeal as of right from the March 13, 2000, order of the trial court granting defendant City of Oak Park's motions for summary disposition pursuant to MCR 2.116(C)(8) and (10). In Docket No. 228106, plaintiff appeals as of right from the June 14, 2000, order of the trial court denying plaintiff's motion for summary disposition pursuant to MCR 2.116(C)(8) and (10), and granting judgment in favor of defendant Southfield Township pursuant to MCR 2.116(I)(2). Finally, in Docket No. 232132, plaintiffs appeal as of

¹ Plaintiffs are commercial property owners in the City of Troy, Canton Township, the City of Oak Park, Southfield Township, and the City of Southfield.

² Although plaintiffs list seven separate issues in their statement of questions presented, six of the delineated issues concern the core issue on appeal, whether Const 1963, art 9, § 3 requires that the proportion of taxable value to true cash value be uniform among all property in a taxing district.

³ In *Meadowbrook Village Associates v Auburn Hills*, 226 Mich App 594; 574 NW2d 924 (1997), the petitioner advanced the identical issue raised in the present appeals. This Court declined to rule on the merit of the petitioner's argument in *Meadowbrook*, concluding that the Tax Tribunal lacked jurisdiction to decide this constitutional issue. *Id.* at 597. However, the *Meadowbrook* Court, in dicta, observed that

[the] petitioner seeks a ruling that the terms "taxable value," "assessment," and "assessed" in Const 1963, art 9, § 3 have the same meaning. This interpretation would invalidate the statutes that implement the constitutional provision because they provide for taxation based on taxable value, not assessed value. See MCL 211.27; MCL 211.24b.

⁴ The trial court denied plaintiffs' motion for summary disposition and granted judgment in favor of defendant pursuant to MCR 2.116(I)(2) in an order and opinion entered December 13, 1999.

right from the January 4, 2001, order of the trial court finding no cause of action on behalf of plaintiffs and entering judgment in favor of defendant City of Southfield.

Plaintiffs filed the complaints in the Wayne and Oakland Circuit Courts alleging that the taxable values of plaintiffs' properties were a percentage of true cash values greater than the average percentage of all other properties defendants taxed in the applicable city or township. Plaintiffs further alleged that because Const 1963, art 9, § 3 requires uniformity in taxation, defendant's method of taxing plaintiffs' real property violated our state constitution. In the complaints, plaintiffs sought a declaratory judgment holding that defendant taxed plaintiffs in violation of the state constitution, and a refund for "the unconstitutional portion" of plaintiffs' taxes.

In each case, the trial courts concluded that plaintiffs' argument was without merit. Specifically, the trial courts rejected plaintiffs' assertion that Const 1963, art 9, § 3 required uniformity in the ratio of taxable value to true cash value among all real property in the taxing district. The trial courts also recognized that by accepting Proposal A, the electorate provided for a cap on real property tax assessments. Specifically, the courts recognized that taxes are now levied according to a property's taxable value, and because a property's taxable value is contingent on whether its owner retains or sells it, the percentage of taxable value to true cash value among identical pieces of property will not be uniform. Plaintiffs now appeal as of right in all five cases.

II. Standard of Review.

In each consolidated case, with the exception of the court's ruling in Docket No. 232132,⁵ the lower courts ruled in favor of defendants in the summary disposition context. This Court reviews de novo a trial court's decision regarding a motion for summary disposition. *Spiek v Dep't of Transportation*, 456 Mich 331, 337; 572 NW2d 201 (1998). In Docket Nos. 224234, 226224, and 228106, the trial courts observed that summary disposition was granted pursuant to MCR 2.116(C)(8) and (10).⁶

A motion for summary disposition brought under MCR 2.116(C)(8) tests the legal sufficiency of the complaint on the basis of the pleadings alone. The purpose of such a motion is to determine whether the plaintiff has stated a claim upon which relief can be granted. The motion should be granted if no factual

⁵ In Docket No. 232132, the parties submitted the matter to the trial court on stipulated facts and briefs. The trial court found "no cause of action on Plaintiffs' Complaint and enter[ed] Judgment for Defendant." Although the court did not indicate under what subsection of MCR 2.116 it was granting judgment in favor of defendant, it appears that it found plaintiffs' complaint deficient as a matter of law. Thus, both plaintiffs and defendant in Docket No. 232132 agree that it would be appropriate to review the trial court's decision pursuant to MCR 2.116(C)(8).

⁶ In Docket No. 224813, the trial court observed that it reviewed plaintiffs' summary disposition motion pursuant to MCR 2.116(C)(10).

development could possibly justify recovery. [*Beaudrie v Henderson*, 465 Mich 124, 129-130; 631 NW2d 308 (2001), citing *Spiek, supra* at 337.]

Further, in *Maiden v Rozwood*, 461 Mich 109, 120; 597 NW2d 817 (1999), our Supreme Court articulated the standard of review for summary disposition motions brought under MCR 2.116(C)(10).

A motion under MCR 2.116(C)(10) tests the factual sufficiency of the complaint. In evaluating a motion for summary disposition brought under this subsection, a trial court considers affidavits, pleadings, depositions, admissions, and other evidence submitted by the parties, MCR 2.116(G)(5), in the light most favorable to the party opposing the motion. Where the proffered evidence fails to establish a genuine issue regarding any material fact, the moving party is entitled to judgment as a matter of law. [*Id.*]

Moreover, in Docket Nos. 224813 and 228106, the trial courts denied plaintiffs' motion for summary disposition, and granted judgment in favor of defendants pursuant to MCR 2.116(I)(2). "Summary disposition is properly granted [under this rule] to the opposing party if it appears to the court that that party, rather than the moving party, is entitled to judgment." *Gyarmati v Bielfield*, 245 Mich App 602, 604; 629 NW2d 93 (2001) (alteration in original), quoting *Sharper Image v Dep't of Treasury*, 216 Mich App 698, 701; 550 NW2d 596 (1996).

Finally, whether the Uniformity of Taxation Clause is violated where the ratio of taxable value to true cash value of plaintiffs' real property is not uniform with the average ratio of taxable value to true cash value for all real property in a city or township is a question of law. This Court reviews de novo such questions of law. See, e.g., *TIG Ins Co, Inc v Dep't of Treasury*, 464 Mich 548, 557; 629 NW2d 402 (2001).

III. Analysis

Plaintiffs argue that pursuant to the Uniformity of Taxation Clause of Const 1963, art 9, § 3, they are entitled to taxable values which, as a percentage of the true cash value of their real property, are uniform with the average ratio of taxable value to true cash value for all real property in the city or township where plaintiffs' real property is located. Plaintiffs further claim that they are not seeking to alter the property taxation system in Michigan, rather, they contend that they are only seeking a reduction of their taxable values to the extent that they mirror the average ratio of taxable value to true cash value for all real property in the taxing district.

In response, defendants assert that nothing in the plain language of Const 1963, art 9, § 3 requires uniformity in the ratio of taxable value to true cash value, rather, the provision only requires uniformity in assessment. Defendants also argue that because of the cap on property assessments implemented with the passage of Proposal A, taxable values by their nature are inimical to uniformity because they are dependent on how long a property owner has owned the property or how quickly the property rises in value. Defendants also contend that by accepting Proposal A's mandate that property assessments be capped, the electorate could not have intended that taxable values remain uniform. According to defendants, by enacting 1994 PA

415, the Legislature facilitated the electorate's intention to cap the increase in property assessments by adding the term "taxable value" to the General Property Tax Act (GPTA), MCL 211.1 *et seq.*

The Attorney General, the State Tax Commission (STC), and the Michigan Townships Association (MTA) support defendants in these appeals. In their briefs on appeal, the Attorney General, the STC and the MTA note that before Proposal A, ad valorem property taxes in Michigan were assessed on the basis of state equalized valuation (SEV). Once the electorate passed Proposal A, it authorized a narrow exception to the uniformity requirement, allowing the ratio of taxable value to true cash value to be disparate depending on whether property is sold or retained by an owner. Further, the Attorney General, the STC, and the MTA observe that pursuant to Proposal A, property taxes are now spread against taxable value, rather than SEV, and it was the clear intent of the electorate that the ratio of taxable value to true cash value need not remain uniform.

A. Overview of Real Property Taxation in Michigan

Because plaintiffs' main issue on appeal involves real property taxation, a brief overview of how real property is taxed in Michigan is instructive. At issue here is the uniform ad valorem taxation of real property mandated by Const 1963, art 9, § 3. In Michigan, our state constitution has required the uniform ad valorem taxation of real property since 1850. Fino, *The Michigan State Constitution: A Reference Guide*, (Westport: Greenwood Press, 1996), pp 180-181. See also Const 1850, art 14, § § 11, 12; Const 1908, art 10, § § 3, 7.⁷ An ad valorem tax is "[a] tax

⁷ Const 1850, art 14, § § 11, 12 provided:

The Legislature shall provide a uniform rule of taxation, except on property paying specific taxes, and taxes shall be levied on such property as shall be prescribed by law: Provided, That the Legislature shall provide a[] uniform rule of taxation for such property as shall be assessed by a State Board of Assessors, and the rate of taxation on such property shall be the rate which the State Board of Assessors shall ascertain and determine is the average rate levied upon other property upon which ad valorem taxes are assessed for state, county, township, school and municipal purposes.

All assessments hereafter authorized shall be on property at its cash value.

Further, Const 1908, art 10, § 3 provided:

The legislature shall provide by law a uniform rule of taxation, except on property paying specific taxes, and taxes shall be levied on such property as shall be prescribed by law: Provided, That the legislature shall provide by law a uniform rule of taxation for such property as shall be assessed by a state board of assessors, and the rate of taxation on such property shall be the rate which the state board of assessors shall ascertain and determine is the average rate levied upon other property upon which ad valorem taxes are assessed for state, county, township, school and municipal purposes.

(continued...)

levied on property or an article of commerce in proportion to its value as determined by assessment or appraisal.” *Meijer v Midland*, 240 Mich App 1, 3, n 1; 610 NW2d 242 (2000), quoting Black’s Law Dictionary (6th ed).

At the heart of the instant cases is the proper interpretation of Const 1963, art 9, § 3, as amended by Proposal A,⁸ which provides as follows:

The legislature shall provide for the uniform general ad valorem taxation of real and tangible personal property not exempt by law except for taxes levied for school operating purposes. The legislature shall provide for the determination of true cash value of such property; the proportion of true cash value at which such property shall be uniformly assessed, which shall not, after January 1, 1966, exceed 50 percent; and for a system of equalization of assessments. For taxes levied in 1995 and each year thereafter, the legislature shall provide that the taxable value of each parcel of property adjusted for additions and losses, shall not increase each year by more than the increase in the immediately preceding year in the general price level, as defined in section 33 of this article, or 5 percent, whichever is less until ownership of the parcel of property is transferred. When ownership of the parcel of property is transferred as defined by law, the parcel shall be assessed at the applicable proportion of current true cash value. The legislature may provide for alternative means of taxation of designated real and tangible personal property in lieu of general ad valorem taxation. Every tax other than the general ad valorem property tax shall be uniform upon the class or classes on which it operates.

A law that increases the statutory limits in effect as of February 1, 1994 on the maximum amount of ad valorem property taxes that may be levied for school district operating purposes requires the approval of ¾ of the members elected to and serving in the senate and in the house of representatives.

(...continued)

Likewise, Const 1908, art 10, §7 specified that “[a]ll assessments hereafter authorized shall be on property at its cash value.”

⁸ The underlined portions represent the amendments enacted by Proposal A, effective April 30, 1994. Before the passage of Proposal A, Const 1963, art 9, § 3 provided:

The legislature shall provide for the uniform general ad valorem taxation of real and tangible property not exempt by law. The legislature shall provide for the determination of true cash value of such property; the proportion of true cash value at which such property shall be uniformly assessed, which shall not, after January 1, 1966, exceed 50 percent; and for a system of equalization of assessments. The legislature may provide for alternative means of taxation of designated real and tangible personal property in lieu of general ad valorem taxation. Every tax other than the general ad valorem property tax shall be uniform upon the class or classes on which it operates.

As noted, Const 1963, art 9, § 3 expressly provides that real property shall not be assessed in excess of fifty percent of its true cash value. MCL 211.27(1) defines “cash value” as “the usual selling price at the place where the property to which the term is applied is at the time of assessment, being the price that could be obtained for the property at private sale, and not at auction sale.” True cash value is synonymous with fair market value. *Great Lakes Division of Nat’l Steel Corp v Ecorse*, 227 Mich App 379, 389; 576 NW2d 667 (1998). Although not directly relevant to the instant appeals, it is well-settled that

[t]he three most common approaches for determining true cash value are the capitalization-of-income approach, the sales-comparison or market approach, and the cost-less-depreciation approach. However, variations of these approaches and entirely new methods may be useful if found to be accurate and reasonably related to fair market value. *Meadowlands Ltd Dividend Housing Ass’n v Holland*, 437 Mich 473, 485; 473 NW2d 636 (1991). [*Great Lakes, supra* at 390 (citation omitted).]

See also *Meijer, supra* at 4, n 5.

After the electorate accepted Proposal A in a special statewide election on March 15, 1994, the Legislature enacted 1994 PA 415 to revise relevant portions of the GPTA, effective December 29, 1994. Specifically, MCL 211.27a, as amended by 1994 PA 415, now provides:

(1) Except as otherwise provided in this section, property shall be assessed at 50% of its true cash value under section 3 of article IX of the state constitution of 1963.

(2) Except as otherwise provided in subsection (3), for taxes levied in 1995 and for each year after 1995, the *taxable value of each parcel of property* is the lesser of the following:

(a) The property’s taxable value in the immediately preceding year minus any losses, multiplied by the lesser of 1.05 or the inflation rate, plus all additions. For taxes levied in 1995, the property’s taxable value in the immediately preceding year is the property’s state equalized valuation in 1994.

(b) The property’s current state equalized valuation.

(3) Upon a transfer of ownership of property after 1994, the property’s taxable value for the calendar year following the year of transfer is the property’s state equalized valuation for the calendar year following the transfer. [Emphasis supplied.]⁹

⁹ MCL 211.27a has subsequently been amended by 1996 PA 476 and 2000 PA 260.

MCL 211.27a(6) and (7) also specify what does and does not constitute a “transfer of ownership.” Further, MCL 211.24b, as amended by 1994 PA 415, now provides that real property taxes are assessed on the basis of a parcel of property’s “taxable value.” The former language of MCL 211.24b specified that taxes were assessed on the basis of a parcel of property’s *state equalized valuation*. See *School District No 9, Pittsfield Twp, Washtenaw Co v Washtenaw Co Bd of Supervisors*, 341 Mich 388, 406-407; 67 NW2d 165 (1954); *Consumer Power Co v Muskegon*, 13 Mich App 334, 341; 164 NW2d 398 (1968). The current version of MCL 211.24b provides in pertinent part:

(1) The tax roll and the tax statement shall clearly set forth the latest taxable value for each item of property.

(2) *The supervisor or assessor shall spread the taxes on the tax roll on the taxable value for each item of property.* [Emphasis supplied.]

Similarly, MCL 211.24(1) requires the property assessor, in preparing the assessment roll, to “estimate, according to his or her best information and judgment, the true cash value and assessed value of every parcel of real property and set the assessed value down opposite the parcel.” Subsection 24(1) of the GPTA also requires the assessor to “calculate the tentative taxable value of every parcel of real property.” Once the assessment rolls are prepared, they are reviewed by the local board of review. MCL 211.29. Taxpayers protesting their tentative property valuation may then appear before the local board of review. MCL 211.30. Once the board of review indorses the assessment roll, MCL 211.30(3), the board of commissioners of each county reviews the roll to determine “whether the real and personal property in the respective townships or cities ha[ve] been equally and uniformly assessed at true cash value.” MCL 211.34(2).

If the county board of commissioners concludes that an inequality exists, “they must equalize to ‘produce a sum which represents the true cash value of the property.’” *Allied Supermarkets, Inc v Detroit*, 391 Mich 460, 464; 216 NW2d 755 (1974), quoting MCL 211.34. Real property valuations are then equalized at the state level as well. MCL 209.1 *et seq*; *Richland Twp v State Tax Comm*, 210 Mich App 328, 332; 533 NW2d 369 (1995); *Brittany Park Apartments v Harrison Twp*, 104 Mich App 81, 87; 304 NW2d 488 (1981). As Justice Coleman observed in *Allied Supermarkets, supra* at 466, the goal of equalization is to produce uniformity in taxation. See also *Conroy v Battle Creek*, 314 Mich 210, 225; 22 NW2d 275 (1946) (“The constitutional requirement of a ‘uniform rule of taxation’ can be satisfactorily effected through the process of equalization.”); *O’Reilly v Wayne Co*, 116 Mich App 582, 594; 323 NW2d 493 (1982) (“The purpose of equalization is to adjust or correct all of the different modes of assessment to achieve uniformity among government units within a county and uniformity among all of the counties of the state.”).

Legislative analysis reflects that the Legislature amended the GPTA following the passage of Proposal A to “flesh out in statute” the new concept of taxable value. House Legislative Analysis, HB 5945, (Second Analysis) January 9, 1995, p 1.

Typically, [before Proposal A,] property has been assessed for tax purposes based on market value; the millage rate is applied to the state equalized valuation (SEV), which is supposed to be set at 50 percent of market value. But with the [Proposal A] assessment cap in place, a parcel of property will have both a state equalized valuation and a taxable value, which might or might not be the same amount. Property whose value is increasing faster than the rate of inflation will, due to the cap, have a taxable value below (perhaps, over time, far below) state equalized valuation. Upon its sale or other transfer of ownership, the property's taxable value and SEV would be the same until the cap was applied once again. [*Id.*]

Because plaintiffs' challenge to defendants' methods of taxing real property requires us to consider whether ratios of taxable values to true cash value that are not congruent with the average for a whole city or township violate the Uniformity of Taxation Clause, a review of the purpose underlying this clause is also helpful.

B. The Purpose of Michigan's Uniformity of Taxation Clause

In one of the earlier pronouncements discussing the purpose of Michigan's Uniformity of Taxation Clause, Chief Justice Martin, considering Const 1850, art 14, opined in *People el rel St Mary's Falls Ship Canal Co v Auditor General*, 7 Mich 84, 90 (1859):

This provision of the constitution has no reference to the power to exempt, or to remit taxes; which is, and necessarily must be, to a great extent, left to the discretion of the legislature. Its design was to secure, to every portion of the state, and to every class of property taxed, a uniform rate, - to secure equality, so that property in one quarter should not be taxed at a higher rate than in another, or the same kind taxed unequally. The legislature has the power of prescribing the subjects of taxation, and of exemption, but it can not arbitrarily tax property according to locality, kind, or quality, without regard to value but in this respect it must act by uniform rules. [Citation omitted.]

Chief Justice Cooley's observations regarding taxation in Michigan, offered in a different context, are likewise illuminating.

The control of the state in regard to taxation is certainly very great, but it is by no means unlimited, and it can not be exercised in an arbitrary manner, nor without regard to those principles of justice and equality on which it is based. It is of the essence of all taxation that it should compel the discharge of the burden by those upon whom it rests; and if the state should attempt to compel any single county by taxation to pay the salaries of the state officers, or the expenses of the legislature, no one would for a moment doubt that, while the act was arbitrary, unjust and tyrannical, it was also unconstitutional. [*Ryerson v Utley*, 16 Mich 269, 276 (1868).]

Further, in *Pine Grove Twp v Talcott*, 86 US (19 Wall) 666, 675; 22 L Ed 227 (1873), the United States Supreme Court considered Const 1850, art 14, § 11, and Justice Swayne, writing for the Court, discussed this constitutional provision's purpose.

The object of this provision was to prevent unjust discriminations. It prevents property from being classified and taxed as classed, by different rules. All kinds of property must be taxed uniformly, or be entirely exempt. The uniformity must be co-extensive with the territory to which the tax applies. If a state tax, it must be uniform all over the State. If a county or city tax, it must be uniform throughout such county or city.

See also *Williams v Mayor of Detroit*, 2 Mich 560, 570 (1853) (state constitution "enjoins a just principle of equality in regard to all public burdens, and prescribes as a limit to the exercise of the taxing power, that common burdens should be sustained by common contributions, regulated by some fixed general rule and apportioned according to some uniform *ratio* of equality." (Emphasis in original); *Wood v Rockwood*, 328 Mich 507, 511; 44 NW2d 163 (1950) (recognizing that to satisfy the Uniformity of Taxation Clause, a tax must be "levied in accordance with some definite plan designed to bring about a just distribution of the burden."); *Armco Steel Corp v Dep't of Treasury*, 419 Mich 582, 592; 358 NW2d 839 (1984) (recognizing that the prevailing principle of the Uniformity of Taxation Clause is that of equal treatment for similarly situated taxpayers); *Grand Traverse Co v Michigan*, 450 Mich 457, 478; 538 NW2d 1 (1995) (concluding that Const 1963, art 9, § 3 requires that "uniformity must be coextensive with the territory to which it applies.").

Likewise, in *East Grand Rapids School Dist v Kent Co Tax Allocation Bd*, 415 Mich 381, 395-396; 330 NW2d 7 (1982), our Supreme Court echoed its earlier statement in *Huron-Clinton Metropolitan Authority v Bds of Supervisors of Five Counties*, 304 Mich 328; 8 NW2d 84 (1943) in construing the language of Const 1963, art 9, § 3 before its amendment in 1994.

"What is meant by the words 'taxing by a uniform rule?' And to what is the rule applied by the constitution? No language in the constitution, perhaps, is more important than this; and to accomplish the beneficial purposes intended, it is essential that they should be truly interpreted, and correctly applied. 'Taxing' is required to be 'by a uniform rule;' that is, by one and the same unvarying standard. Taxing by a uniform rule requires uniformity not only in the rate of taxation, but also uniformity in the mode of the assessment upon the taxable valuation. Uniformity in taxing implies equality in the burden of taxation; and this equality of burden cannot exist without uniformity in the mode of the assessment, as well as in the rate of taxation." [*East Grand Rapids, supra*, quoting *Exchange Bank of Columbus v Hines*, 3 Ohio St 1, 15 (1853).]

See also *Edward Rose Building Co v Independence Twp*, 436 Mich 620, 640; 462 NW2d 325 (1990) (The uniformity requirement of the Michigan constitution is concerned with uniformity in the mode of assessment and the rate of taxation and "compels the assignment of values to property upon the basis of the true cash value of the property . . .").

Most recently, our Supreme Court has recognized that there is no discernable difference between the Equal Protection Clause and the Uniformity of Taxation Clause when considering the constitutionality of a statute. *TIG, supra* at 563; see also *Taylor Commons v Taylor and Wayne Co*, ___ Mich App ___; ___ NW2d ___ (Docket No. 224686, issued 2/5/02), slip op, 4; *Syntex Laboratories v Dep't of Treasury*, 233 Mich App 286, 290; 590 NW2d 612 (1998); *Ann Arbor v Nat'l Center for Mfg Sciences, Inc*, 204 Mich App 303, 306; 514 NW2d 224 (1994).

C. Principles of Constitutional Interpretation

As mentioned, these five consolidated cases require us to interpret the current version of Const 1963, art 9, § 3, as amended by Proposal A. In Michigan, the rules of constitutional interpretation are well-settled. Specifically, this Court is guided by the principle that a constitutional provision is to be interpreted in accordance with the “common understanding.” *American Axle & Mfg, Inc v Hamtramck*, 461 Mich 352, 362; 604 NW2d 330 (2000) (internal quotation marks omitted). Thus, we must strive to effectuate the electorate’s intent in ratifying the amendment of Const 1963, art 9, § 3. *People v Bulger*, 462 Mich 495, 507; 614 NW2d 103 (2000).

“A constitution is made for the people and by the people. *The interpretation that should be given it is that which reasonable minds, the great mass of the people themselves, would give it.* ‘For as the Constitution does not derive its force from the convention which framed, but from the people who ratified it, *the intent to be arrived at is that of the people*, and it is not to be supposed that they have looked for any dark or abstruse meaning in the words employed, *but rather that they have accepted them in the sense most obvious to the common understanding*, and ratified the instrument in the belief that that was the sense designed to be conveyed.’” [*Bolt v Lansing*, 459 Mich 152, 160; 587 NW2d 264 (1998) (emphasis in original), quoting *Traverse City School Dist v Attorney General*, 384 Mich 390, 405; 185 NW2d 9 (1971), in turn quoting Cooley’s Const Lim 81.]

Where the people’s intent in adopting the provision in question can be gleaned from a review of the instrument itself, our Supreme Court has cautioned that further construction is inappropriate. *Michigan Coalition of State Employee Unions v Civil Service Comm*, 465 Mich 212, 222; 634 NW2d 692 (2001).

“The objection of construction, as applied to a written constitution, is *to give effect to the intent of the people in adopting it.* In the case of all written laws, it is the intent of the lawgiver that is to be enforced. But this intent is to be found in the instrument itself. . . . ‘Where a law is plain and unambiguous, whether it be expressed in general or limited terms, the legislature should be intended to mean what they have plainly expressed, and consequently no room is left for construction.’” [*American Axle, supra* at 362 (emphasis in original), quoting Cooley, *Constitutional Limitations*, (Little, Brown and Company, 1868), p 55.]

As an initial matter, plaintiffs point to our Supreme Court's decision in *In re Appeal of General Motors Corp*, 376 Mich 373; 137 NW2d 161 (1965),¹⁰ arguing that that decision entitles plaintiffs to "uniform assessment." In this vein, plaintiffs point to the language in Const 1963, art 9, § 3, that "property shall be uniformly assessed" to support their argument. Plaintiffs further argue that the Supreme Court interpreted this specific language in *General Motors, supra*, to require the relief that plaintiffs seek in the instant cases. According to plaintiffs, the electorate was aware of the Supreme Court's interpretation of this language when it ratified Proposal A in March 1994, and therefore the electorate confirmed plaintiffs' rights in this regard. Plaintiffs further argue that the term "taxable value" is synonymous with "assessment" because both refer to the value on which taxes are based, and therefore plaintiffs are entitled to uniform taxable values under Const 1963, art 9, § 3 as amended.

In *General Motors, supra* at 376, the plaintiff, General Motors Corporation, appealed to the Supreme Court from the State Tax Commission's personal property assessment. In assessing the plaintiff's personal property, the STC had placed the assessment at the average level for all *personal property* in the City of Livonia, but had disregarded the average level of assessment for *real property*. *Id.* The Supreme Court, in reviewing the plaintiff's appeal, phrased the main issue in the following terms:

The main question presented is: Is the Michigan State tax commission required by law to reduce an intentionally unequal personal property assessment

¹⁰ Plaintiffs also point to this Court's decision in *Hoerner-Waldorf Corp v Ontonagon*, 26 Mich App 542, 545; 182 NW2d 759 (1971), where this Court cited *General Motors, supra*, and stated, "Hoerner-Waldorf is entitled to relief only if its property was assessed at a ratio of true cash value greater than the 'average level of assessment' of all property, real and personal, in the taxing district." Plaintiffs also cite *NeBoShone Ass'n, Inc v State Tax Comm*, 58 Mich App 324, 342-344, 227 NW2d 358 (1975), where a panel of this Court, after considering the language of Const 1963, art 9, § 3 before its amendment in 1994, followed *General Motors, supra*, and *Hoerner-Waldorf, supra*, concluding that the plaintiff was entitled to relief if its property assessment of assessed value to true cash value exceeded the average in the taxing district.

See also *Shaughnesy v Tax Tribunal*, 420 Mich 246, 249; 362 NW2d 219 (1984) (noting in dicta that where a taxpayer protests a property valuation before the local board of review, he may only obtain relief from a tentative valuation before equalization if "he can show that his property has been assessed at a different proportion of true cash value than the rest of the property within the same class in the taxing district."); *Brittany Park, supra* at 88 ("The Supreme Court has recognized a taxpayer's right to complain that his assessment was not made in uniformity with other assessments. If the claim is based on lack of uniformity, the taxpayer must show that the ratio of assessed value to fair market value of his property is greater than the ratio of average assessed value to the average fair market value in the taxing district.") (Citations omitted.); *Great Lakes, supra* at 427 ("The taxpayer may obtain relief only when it is shown that the property was assessed at a different proportion of true cash value than the rest of the property within the same class in the taxing district."). However, the courts in these cases did not address the precise issue plaintiffs raise in the instant cases.

to the level of assessment for all property – both real and personal – taxable in the assessment district? [*Id.* at 377.]

After reviewing the language of Const 1908, art 10, § § 3 and 7, the Court also concluded that the then-current GPTA required the uniform assessment of both real and personal property. *General Motors, supra* at 377. “Thus, all taxable property, real and personal, is placed in *one category* to be uniformly assessed and taxed.” *Id.* at 378 (emphasis in original). The Supreme Court went on to express its concern that the constitutionally entrenched principle that property be assessed at fifty percent of its cash value was not strictly adhered to, and that as a result, “[a]ssessments often bear no relation to the actual cash value of the property or to the level of assessments in adjoining governmental units.” *Id.* at 378-379 (footnote omitted).

Concluding that the standard of true cash value had been all but destroyed, the *General Motors* Court noted that “the standard of uniformity becomes even more imperative.” *Id.* at 379. The Court then offered the following observation that plaintiffs seize on as support for their argument in the instant cases. “As a practical matter, unequal assessments must be reduced to the average level of assessment if the taxpayer is to have a remedy.” *Id.*

Upon the record before us, General Motors’ personal property was assessed at an average of 83.7% of State equalized value. The weighted average of all property – real and personal – would be 76% of State equalized value. This is the average which (assuming the correctness of the commission’s findings) should have been used in computing General Motors’ personal property tax liability.

We hold that the mode of assessment used by the State tax commission was incorrect in that, having adopted a standard of average assessment levels to determine the question of uniform treatment of General Motors, it did not take into account the average assessment level of all property, *real and personal*. [*Id.* at 379-380 (footnotes omitted) (emphasis in original).]

As an initial matter, we note that in *General Motors, supra*, the Court did not rule that the language requiring that “property shall be uniformly assessed” as set forth in Const 1963, art 9, § 3, required that the plaintiff be granted relief similar to that sought by plaintiffs here. Indeed, this language did not even exist in the 1908 version of the state constitution, which merely called for a “uniform rule of taxation.” *General Motors, supra* at 377.¹¹ Further, the key issue in *General Motors* was whether, in assessing personal property, the STC erred in adopting a standard of average assessment levels to determine the question of uniform treatment of the plaintiff, but did not take into account the average assessment for all property, *both real and personal*. *Id.* at 377, 380. Therefore, contrary to plaintiffs’ assertions on appeal, *General*

¹¹ However, in *NeBoShone, supra* at 342 the Court, considering Const 1963, art 9, § 3, ruled that the STC was required to proceed under the mandate set forth by *General Motors, supra*.

Motors does not stand for the narrow proposition that the ratio of taxable value to true cash value need be equal to the average ratio for all property in a township or city.

Indeed, the Supreme Court rendered its decision in *General Motors* before the electorate amended Const 1963, art 9, § 3. See, e.g., *Waterford Twp v Oakland Co Tax Allocation Bd*, 312 Mich 556, 559; 20 NW2d 497 (1945) (where there are amendments of the state constitution, prior cases may be rendered inconsistent or inapplicable to the extent that they are of limited value). Hence, we agree with the trial courts in these cases that *General Motors, supra* is of limited value in resolving the issue in these present appeals.

Plaintiffs further maintain that the electorate was aware of the Supreme Court's decision in *General Motors, supra*, and ratified plaintiffs' rights that flow from that decision. Plaintiffs are correct in their assertion in their briefs on appeal that

“[w]here a constitutional provision has received a settled judicial construction, and is afterward incorporated into a new or revised constitution, or amendment, it will be presumed to have been retained with a knowledge of the previous construction, and courts will feel bound to adhere to it.” [*People v Kirby*, 440 Mich 485, 491-492; 487 NW2d 404 (1992), quoting *Richardson v Secretary of State*, 381 Mich 304, 311; 160 NW2d 883 (1968).]

See also *People v Antkoviak*, 242 Mich App 424, 462; 619 NW2d 18 (2000).

However, we are of the view that a plain reading of the clear terms of the current constitutional provision, viewed against the backdrop of the circumstances leading to the passage of Proposal A, reveals that plaintiffs' argument on appeal is without merit. Specifically, the electorate, through the passage of Proposal A, has manifested its intention that under certain circumstances, the ratio of taxable value of real property to true cash value need not be uniform with the city or township-wide average.

One of the most important methods of ascertaining the meaning of a constitutional provision is to consider “the circumstances surrounding the adoption of the constitutional provision and the purpose sought to be accomplished” *House Speaker v Governor*, 443 Mich 560, 580; 506 NW2d 190 (1993), quoting *Soap & Detergent Ass'n v Natural Resources Comm*, 415 Mich 728, 745; 330 NW2d 346 (1982), in turn quoting *Traverse City School Dist, supra*; see also *Bolt, supra* at 160. This rule is particularly applicable when considering a constitutional amendment.

“The language of a constitutional amendment should be read in connection with the known condition of affairs out of which the occasion for its adoption may have arisen, and then construed, if there be therein any doubtful expressions, in a way, so far as is reasonably possible, to forward the known purpose or object for which the amendment was adopted.” [*Civil Service Comm v Auditor General*, 302 Mich 673, 681-682; 5 NW2d 536 (1942), quoting *Maxwell v Dow*, 176 US 581; 20 S Ct 448, 494; 44 L Ed 597 (1900).]

Proposal A was presented to the electorate on March 14, 1994, the culmination of a bipartisan effort to reform the school financing system in Michigan. House Legislative Analysis, Senate Joint Resolution S, (Second Analysis), March 1, 1994, p 1. Proposal A “authorized an increase in the state sales and use tax for use in school aid, limited use of local property taxes for school purposes, and authorized other changes in school finance.” *Durant v Michigan*, 456 Mich 175, 212, n 42; 566 NW2d 272 (1997). As relevant to the present appeals, part of Proposal A’s purpose was to limit the annual increase in property assessments. *WPW Acquisition Co v Troy*, 243 Mich App 260, 267-268; 620 NW2d 883 (2000), lv gtd 465 Mich 885 (2001).

Proposal A was one of two separate financing plans¹² that the Legislature developed to reform school financing and to restore funding for schools that was lost with the passage of 1993 PA 145, which eliminated all school operating property taxes effective December 31, 1993. House Legislative Analysis, Senate Joint Resolution S (Second Analysis), March 1, 1994, p 1.

At the heart of the school financing problem is the local property tax. Michigan is by most accounts a high property tax state, regularly raising more revenue from that source than from sales and income taxes combined. It is a highly visible, unpopular tax, that is often described as inconsistently administered from community to community. . . . The Citizens Research Council said in a recent report that, in 1990, ‘Michigan property taxes were 31 percent higher than the national average.’ [*Id.*]

See also *Fina, supra* at 180 (noting that when Proposal A was presented to the electorate in March 1994, “there [was] a general feeling that Michigan property taxes [were] too high.”).

Thus, Proposal A aimed to curb property tax assessments by placing a cap on how quickly assessments could increase. House Legislative Analysis, Senate Joint Resolution S, (Second Analysis), March 1, 1994, p 4. Under the plan, an assessment would not increase from one year to the next by more than five percent, or the rate of inflation, whichever was less. *Id.* Once property is transferred, Proposal A provided that it would be reassessed on the basis of market value. *Id.* After Proposal A, Michigan’s property tax burden fell from one of the highest in the nation to below the national average. Chris Christoff: *Engler’s Michigan: Gamble on Proposal A Pays Off for Governor*, The Detroit Free Press, January 15, 2002.

Thus, an understanding of the circumstances leading to the passage of Proposal A demonstrates that in March 1994 the electorate was dissatisfied with Michigan’s high property tax, and therefore sought to prevent its rapid expansion. Further, none of the parties dispute that the amendment of Const 1963, art 9, § 3 was intended to curb the growth of property tax assessments. Thus, our task is to construe Const 1963, art 9, § 3 in a manner that forwards the purpose of the constitutional amendment. *Civil Service Comm, supra* at 681-682.

After reviewing the language of Const 1963, art 9, § 3 as amended by Proposal A against the backdrop of its purpose and the circumstances leading to its adoption, we disagree with

¹² The other was a statutory plan to take effect if the electorate rejected Proposal A.

plaintiffs' contention that the electorate intended that the ratio of taxable values to true cash value remain uniform with the average ratio for all property in the taxing district. Plaintiffs are correct in their assertion that Const 1963, art 9, § 3 provides that "[t]he legislature shall provide for the determination of true cash value at which such property shall *be uniformly assessed.*" (Emphasis supplied.) However, we believe that plaintiffs' argument overlooks the remaining language of Const 1963, art 9, § 3, which provides:

For taxes levied in 1995 and each year thereafter, the legislature shall provide that the *taxable value* of each parcel of property adjusted for additions and losses, shall not increase each year by more than the increase in the preceding year in the general price level, as defined in section 33 of this article, or 5 percent, whichever is less until ownership of the parcel of property is transferred. When ownership of the parcel of property is transferred as defined by law, the parcel shall be assessed at the applicable proportion of current true cash value. [Emphasis supplied.]

In our view, plaintiffs' argument fails to account for the electorate's understanding, as provided by the above language, that property assessments remain capped until a parcel of property is transferred. To accept plaintiff's argument would require us to ignore the clear import of the above constitutional language, which reveals that the ratio of taxable value to true cash value of an individual parcel of property may be disparate from the average ratio for the taxing district, depending on whether the owner sells or retains the property. Specifically, Const 1963, art 9, § 3 expressly provides that when a parcel of property is transferred, "the parcel shall be assessed at the *applicable proportion of current cash value.*" (Emphasis supplied.) Accepting plaintiffs' argument, which runs contrary to the language of the constitutional provision, would violate one of the primary tenants of constitutional interpretation, "that requires that a [constitutional] provision be interpreted to give reasonable effect to all, not just some, of its parts." *House Speaker, supra* at 579.

Moreover, if we were to accept plaintiffs' argument, the practical result would be that the electorate's amendment of Const 1963, art 9, § 3, providing for a cap on property assessments, would in essence be nullified. "[W]herever possible, an interpretation that does not create constitutional invalidity is preferred to one that does." *Council of Organizations & Others For Education About Parochialism, Inc v Governor*, 455 Mich 557, 570; 566 NW2d 208 (1997). In sum, we reject plaintiffs' assertion that the electorate, in adopting Proposal A in March 1994, understood its action to mean that the ratio of taxable value to true cash value of an individual parcel of real property remain uniform with that of the average in the taxing district. We must give the constitutional amendment its "*plain meaning as understood by its ratifiers* at the time of its adoption." *Michigan United Conservation Clubs v Secretary of State (After Remand)*, 464 Mich 359, 373; 630 NW2d 297 (2001) (Young, J., concurring) (emphasis in original), quoting *Bulger, supra* at 507.

We conclude that the interpretation advanced by defendants in these consolidated cases, that the ratio of taxable value to true cash value need not be uniform with the average of all property in the taxing district, is the meaning "which reasonable minds, the great mass of the people themselves, would give [Const 1963, art 9, § 3]." *Bolt, supra* at 160, quoting *Traverse*

City, supra (emphasis omitted). Thus, we decline plaintiffs' invitation to graft onto the plain language of Const 1963, art 9, § 3 a meaning that was not clearly intended by its ratifiers in March 1994. See *MUCC, supra* at 374-375.

Further, we disagree with plaintiffs' contention that the words "assessment" and "taxable value" in the constitution are synonymous because they both refer to the value on which taxes are generally based. Plaintiffs point to other provisions of the state constitution, arguing that they support plaintiffs' theory that the word "assess" in the constitution means the value on which property is based, and that assessments and taxable value are synonymous, and therefore uniform taxable values are required. According to plaintiffs, it would render an "absurd result" for the Court to hold that "assessment" means one thing in the constitution as a whole, that being the value on which taxes are based, and another in the Uniformity of Taxation Clause.¹³

Other than plaintiffs' repeated insinuations to the contrary, there is simply nothing in the plain language of Const 1963, art 9, § 3 that indicates that taxable value and assessment are one and the same to the extent that plaintiffs are entitled to uniform ratios of taxable value to true cash value. Although plaintiffs point to other provisions of the constitution that recite the term "assess" and "assessment," we do not believe that these citations support plaintiffs' theory that "taxable value" and "assessment" are synonymous.¹⁴

As the esteemed Justice Cooley acknowledged in his seminal work on constitutional interpretation, a constitutional provision should be interpreted by reference to the instrument as a whole, "with a view to arriving at the true intention of each part." 1 Cooley, *Constitutional Limitations* (8th ed), p 127 (emphasis omitted). However, although it can be presumed that the same word is used to convey the same meaning in different parts of the constitution, *id.* at 135, Justice Cooley, citing Justice Story, has cautioned against the "arbitrary" use of this rule.

"It does not follow, either logically or grammatically, that because a word is found in one connection in the Constitution with a definite sense, therefore the

¹³ Plaintiffs also cite myriad cases in their appellate briefs, arguing that they support their argument that "assessment" and "taxable value" are identical for the purposes of interpreting Const 1963, art 9, § 3. We have reviewed plaintiffs' pinpoint citations to these cases, none of which stand for plaintiffs' stated proposition.

¹⁴ Plaintiffs also cite *Owendale-Gagetown School Dist v State Bd of Ed*, 413 Mich 1; 317 NW2d 529 (1982) for the proposition that taxable value and assessment are one and the same. In *Owendale, supra*, the Supreme Court reviewed the statutory language of § 461 of the School Code of 1955, and concluded that a transfer of property from one school district to another needed to be approved by the school tax electors when the transfer amount was greater than ten percent of the "latest available taxable valuation of the district." *Id.* at 10. Although the Court referred to the term "taxable valuation" in portions of its ruling, *id.* at 5, 6, which was gleaned from the language of the pertinent statute, there is nothing in *Owendale, supra* that supports plaintiffs' proposition that the words "taxable value" and "assessment" as used in Const 1963, art 9, § 3 are identical.

same sense is to be adopted in every other connection in which it occurs. This would be to suppose that the framers weighed only the force of single words, as philologists or critics, and not whole clauses and objects, as statesmen and practical reasoners. And yet nothing has been more common than to subject the Constitution to this narrow and mischievous criticism. Men of ingenious and subtle minds, who seek for symmetry and harmony in language, having found in the Constitution a word used in some sense which falls in with their favorite theory of interpreting it, have made that the standard by which to measure its use in every other part of the instrument. They have thus stretched it, as it were, on the bed of Procrustes, lopping off its meaning when it seemed too large for their purposes, and extending it when it seemed too short. They have thus distorted it to the most unnatural shapes, and crippled where they have sought only to adjust its proportions according to their own opinions.” [*Id.* (footnotes omitted).]

In the absence of clear language in Const 1963, art 9, § 3 suggesting that taxable value and assessment are one and the same, it appears that plaintiffs are engaging in the type of constitutional misinterpretation Justice Cooley cautioned against. In our opinion, if the drafters of the amendment of Const 1963, art 9, § 3 had intended to provide for uniformity in the ratio of taxable values to true cash value, they could have so stated. Likewise, there is nothing in the language of Const 1963, art 9, § 3 that would indicate that the electorate’s common understanding of this provision is that an individual parcel of property’s ratio of taxable value to true cash value remain uniform with all other property in the taxing district.¹⁵ Rather, the circumstances surrounding the adoption of this amendment would suggest otherwise, since it was the electorate’s intent to cap increases in property assessments. Justice Young’s comments in *Michigan United Conservation Clubs, supra* at 374-375 are instructive in this regard.

Th[e] rule of [common understanding] acknowledges the possibility that a provision of the constitution may rationally bear multiple meanings, but the rule is concerned with ascertaining and giving effect only to the construction, consistent with the language, that the ratifiers intended. Thus, our task is not to impose on the constitutional text . . . the meaning we as judges would prefer, or even the meaning the people of Michigan today would prefer, but to search for contextual clues about what meaning the people who ratified the text in [1994] gave to it.

Finally, to the extent that plaintiffs contend that the Legislature acted improperly in amending provisions of the GPTA in response to the electorate’s passage of Proposal A, we conclude that this argument is simply without merit. Specifically, plaintiffs maintain that the

¹⁵ To the extent that plaintiffs direct our attention to the ballot language that was presented to the voters in March 1994, we believe that reliance on this material is inappropriate in discerning the electorate’s common understanding, where its intent may be gleaned from the language of the constitution itself. Our Supreme Court has recently cautioned lower courts that reference to extrinsic material is of dubious and limited value when the plain language of the constitution expresses the electorate’s intent. *American Axle, supra* at 362.

Legislature sought to eliminate plaintiffs' purported rights under *General Motors, supra*, by providing that taxes now be spread against "taxable value." In support of their argument, plaintiffs cite our Supreme Court's observation in *Westinghausen v People*, 44 Mich 265, 270; 6 NW 641 (1880):

It is hardly necessary to say that subsequent legislation could not change the meaning or effect of any part of the Constitution; that instrument can only be changed by the combined action of the Legislature and the people. If the Legislature could, by merely calling things by particular names, alter constitutional provisions, it would be quite unnecessary to consult the people on the subject of amendments.

However, plaintiffs fail to note that Const 1963, art 9, § 3 clearly provides that "[f]or taxes levied in 1995 and each year thereafter, the legislature *shall provide* that the taxable value of each parcel of property . . . shall not increase each year by more than the increase in the immediately preceding year in the general price level . . . or 5 percent, whichever is less. . . ." Thus, the plain language of Const 1963, art 9, § 3 provides the Legislature with the authority to provide for the definition of taxable value. Further, "[t]he power to levy taxes for governmental needs is in the legislature subject only to limitations and regulations found in the Constitution." *Shivel v Kent Co Treasurer*, 295 Mich 10, 15; 294 NW 78 (1940). Likewise, the judiciary is not to concern itself with the policy of state taxation adopted by our Legislature. *C F Smith Co v Fitzgerald*, 270 Mich 659, 670; 259 NW 352 (1935).

By the mandate of the Constitution . . . , it is made the duty of the legislature to provide a uniform rule of taxation, and an essential element of that uniform rule is, that all assessments of property shall be at its cash value. The power to impose taxes is vested exclusively in the legislative department of government and cannot be exercised except in pursuance of its authority. The legislative department has, subject to the limitations of the Constitution, a broad and uncontrollable discretion over the general subject of taxation – the raising of revenue for the support of the government. The power of the legislature of this State is as omnipotent as that of the parliament of England, save only as it is restrained by the Constitution of the United States and the Constitution of this State. Within constitutional limits, the legislature has full control over the subject of taxation. [*Hudson Motor Car Co v Detroit*, 282 Mich 69, 79; 275 NW 770 (1937) (citations omitted).]

Rather than attempting to divest property owners of their constitutional rights, it is clear that the Legislature amended the GPTA in 1994 in an attempt to legislatively facilitate the assessment cap the electorate accepted in passing Proposal A. See House Legislative Analysis, HB 5945 (Second Analysis), January 9, 1995, p 1. Because taxes were levied on a property's SEV before the passage of Proposal A, MCL 211.24b, the Legislature amended the legislation to provide for a new vehicle on which to assess property taxes, that being taxable value. Because the Legislature did not act outside its constitutional limits in prescribing the method of taxation, we decline plaintiffs' implied invitation to speculate regarding the Legislature's motives. "[S]o

long as the legislation is . . . confined to the enactment of what is in its nature strictly a tax law, and so long as none of the constitutional rights of the citizen are violated in the directions prescribed for enforcing the tax, the legislation is of supreme authority.” Cooley, *The Law of Taxation* (1st ed) (1876) p 35.¹⁶

Affirmed in all cases.

/s/ Peter D. O’Connell

/s/ Jessica R. Cooper

¹⁶ Given our disposition of plaintiffs’ initial issue in these appeals, we need not address the issue concerning the circuit court’s jurisdiction regarding tax refunds.

STATE OF MICHIGAN
COURT OF APPEALS

WPW ACQUISITION COMPANY, GREAT
LAKES REAL ESTATE INVESTMENT TRUST,
HOME PROPERTIES OF NEW YORK LIMITED
PARTNERSHIP, CORNERSTONE REAL
ESTATE ADVISERS COMPANY, COLUMBIA
CENTER LIMITED PARTNERSHIP, TROY
REALTY HOLDING COMPANY, INC.,
ENGINEERING TECHNOLOGY, INC.,

Plaintiffs-Appellants,

V

CITY OF TROY,

Defendant-Appellee.

FOR PUBLICATION
March 8, 2002

No. 224234
Oakland Circuit Court
LC No. 99-013622-CZ

RAMCO-GERSHENSON, INC., CARRIAGE
COVE APARTMENTS ASSOCIATION,
BILTMORE PROPERTIES, INC., STEUR AND
CANVASSER, INC., MEIJER, INC., DR GROUP
PARTNERSHIP, PROCOIL CORP.,

Plaintiffs-Appellants,

V

TOWNSHIP OF CANTON,

Defendant-Appellee.

No. 224813
Wayne Circuit Court
LC No. 99-909175-CZ

HOME PROPERTIES OF NEW YORK, LP and
PARKWOOD PLAZA, LP,

Plaintiffs-Appellants,

V

CITY OF OAK PARK,

Defendant-Appellee.

No. 226224
Wayne Circuit Court
LC No. 99-014231-CZ

BINGHAM CENTER ASSOC, LLP,

Plaintiff-Appellant,

V

TOWNSHIP OF SOUTHFIELD,

Defendant-Appellee.

No. 228106
Oakland Circuit Court
LC No. 99-016319-CZ

SOUTHFIELD TECHNE CENTER PROPERTIES,
GREAT LAKES REAL ESTATE INVESTMENT,
A-II LIMITED PARTNERSHIP, LINCOLN
CORP, HORIZON CORP, FDN ASSOCIATES,
ESSEX CENTRE ASSOCIATES, LAHSER II
LIMITED PARTNERSHIP,

Plaintiffs-Appellants,

V

CITY OF SOUTHFIELD,

Defendant-Appellee.

No. 232132
Oakland Circuit Court
LC No. 99-013621-CZ

Before: O'Connell, P.J., and White and Cooper, JJ.

WHITE, J. (*concurring*).

I agree that the adoption of Proposal A eliminated any requirement that the ratio of taxable value to true cash value be no more than the average ratio for all property in the taxing entity.

/s/ Helene N. White

March 14, 2002

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager

SUBJECT: Proposed Standards for Issuance of Special Event Permits
in Parks

Attached are proposed standards enabling various groups to have special events in City parks. These proposed regulations still need to be reviewed by the Parks and Recreation Advisory Board relative to policy implications as well as the City Attorney's Office as to legality.

It's my intent to have this brought back to you for consideration at the April 8, 2002 City Council meeting. In the meantime, please feel free to contact Carol Anderson, Gary Shripka or myself should you have any comments on this matter.

JS/mr\2002\To M&CC\Proposed Standards for Special Events

City of Troy Standards for Issuance of Special Event Permits in Parks

This Policy Statement on Special Events covers all special events in the city of Troy parks. Any organization wishing to sponsor or hold a special event in the city of Troy will be required to complete the city of Troy Special Event Application.

All special events shall be reviewed by the City Manager or his designee prior to Council submission. Special Events are defined as activities which are not directly related to the day-to-day operations of the city of Troy, but which may occur on park or public property

The City Manager, or designee, may place additional requirements on any event. These requirements may include specific staffing levels for Police, Fire, Paramedic, Public Services or other personnel. Expenses for these requirements will be billed to the sponsoring organization under the terms of the policy.

Fees

A fee to cover administrative costs of processing the permit shall be paid to the City by the applicant when the application is filed. The administrative cost is \$35.00.

If the application is for the use of any City property or if any City services shall be required for the special event, the applicant shall pay the estimated charges for rent and services. These fees must be paid within ten (10) days of the issuance of the approved permit.

Standards for Issuance

The City Council shall issue a permit as provided for herein when, from a consideration of the application and from such other information as may otherwise be obtained, it finds that:

- 1) The conduct of the special event will not substantially interrupt other regularly scheduled park activities.
- 2) The conduct of the special event will not require the diversion of so great a number of City staff that normal work activity cannot be accomplished.
- 3) The conduct of the special event is not reasonably likely to cause injury to persons or property.
- 4) Adequate sanitation and other required health facilities are or will be made available.
- 5) There are sufficient parking places in the park to accommodate the number of vehicles reasonably expected.
- 6) No special event permit application for the same time and/or location has already been granted.
- 7) The duration of time the reserved area or park is unavailable due to set-up, take down and the event is not so substantial to prevent normal public use for extended periods.
- 8) The reserved area is no more than 50% of the available open space in the park.

City Services Provided For Special Events

The City will provide support to special events on the following basis:

A. City Operated Events: The City may operate certain special events directly. The full cost of these events will be funded by the City.

B. Co-Sponsored Events: The City may co-sponsor certain events with other organizations when City Council determines that the event is of general interest to the public and advances the City’s public image.

C. Non-Profit Events: The City may assist other special events operated by non-profit organizations. These events must meet the other requirements of the special events policy and must reimburse the City for any City costs. Non-profit organizations must submit the 501C3 recognition papers as part of the application.

D. For-Profit Events: The City may allow other special events operated by for-profit sponsors, which are beneficial to the City and the public subject to a rent for the use of the public property, which is approved for each event. These events must meet the other requirements of the special events policy and must reimburse the City for any City costs.

Note: All organizations, groups or individual applicants must be Troy based with 75% of the sponsoring organization residents or business residents.

Fees For Special Events

Fees shall be charged for City services provided to special events as follows:

- a. Straight time shall be the hourly cost for any employee working on a special event during the “normal work day,” including the actual cost for fringe benefits.
- b. Overtime shall be the hourly cost for any employee working on a special event during a time period, which would be considered overtime for City payroll records, including the actual cost for fringe benefits.
- c. Purchased or rented materials shall include all direct costs for all materials purchased or rented by the City of Troy for use at the event.
- d. Equipment charges shall be the current equipment rental rates charged by the City of Troy.
- e. An administrative fee of 20% shall be added to the total billing. This administrative fee shall cover the City’s expenses related to supervision, use of stock parts (i.e. nuts/bolts, fluids) and costs related to payment of bills related to the event.

Billings For Special Events

Special event billings by the City shall be itemized as follows:

Public Safety Employee Regular/Overtime	\$ _____
Public Services Employee Regular/Overtime	\$ _____
Equipment Charges	\$ _____
Purchased Materials	\$ _____
Rented Materials	\$ _____
Rental fee (if applicable)	\$ _____
Special Requests	\$ _____
Sub Total	\$ _____
Plus 20% Administrative Fee	\$ _____
NET TOTAL BILLING	\$ _____

A cash deposit, performance bond or other security acceptable to the City will be required in an amount equal to the amount estimated by the City to be billed for City fees as described above. Invoices for services shall be issued within thirty (30) days of the event.

Rental Charge To Be Set For-Profit Events:

Events, which are exclusively sponsored by private for-profit organizations, shall be charged a rent for use of public areas, such as parks or public grounds, in addition to the City event fees provided herein. The rent shall be set at \$100.00 or 50% of the cost for City services whichever is greater.

Special Event Signs:

Any signs used for the event must conform to the City of Troy sign ordinance and sign section of Chapter 26 of the City Code.

Liability Insurance Requirements:

In order to comply with the City's insurance liability carrier, the City shall require that all sponsors of special events carry liability insurance with coverage of at least \$1,000,000 except for Class I – Low Hazard events approved by the City Manager as provided below. An event sponsor shall be required to provide a valid certificate of insurance naming the City of Troy as an additional insured prior to the event. City Council may require higher levels of insurance based on risk factors and past experience.

It shall be the policy of the City of Troy to not routinely require insurance coverage for events classified as Class I – Low Hazard and the City Manager may waive insurance requirements for Class II – Moderate Hazard events depending on evaluation of risk.

The City Manager will review each special event application received and assess the potential liability risk of the City of Troy based on the following risk categories:

Class I – Low Hazard involves little physical activity by participants and no hazardous exposure to spectators.

Class II – Moderate Hazard involves moderate physical activity by participants and no significant hazardous exposure to spectators.

Class III – Substantial Hazard involves major participation by participants and/or moderate risk to spectators.

Class IV – High Hazard involves danger or significant risk to spectators and/or participants.

As a result of the review of the event by the City Manager, some events may require that additional City staff or representatives of the City be on site during the event.

Traffic Control and Safety Requirements

The special event sponsor shall be responsible for complying with all traffic control and safety procedures required by the City during the event. The requirements will be indicated in the notice of approval and additional requirements may be made by the City during the event as may be necessary for the safety of the public.

Participant Waiver of Liability

The special event sponsor shall be responsible for obtaining all signed indemnification agreements as required by the City. Specific requirements may be indicated in the City's written confirmation of approval.

Vendor and Concession

The City has granted exclusive privilege of sale of food, drinks, etc. at Boulan Park, Firefighters Park, Flynn Park, the Aquatic Center and Community Center. Therefore, no food vendors may be brought to those locations.

An event that is serving food must have all food vendors approved by the Oakland County Health Department. All food vendors must supply a valid certificate of insurance naming the City of Troy as an additional insured prior to opening of the food stand. All food vendors must post a valid temporary food license if required by the Oakland County Health Department. Food vendors are responsible for any and all fees related to obtaining a food license.

Two or More Applications For The Same Date

In the event that two or more special event applications are received for the same date and time, prior to the approval of either event, the date and time that each application was received by the City of Troy shall determine the order of preference. Once a special event permit has been granted, it shall be the policy of City Council to not award further permits for the same date, time and general location.

Reservation of Annual Event Dates

If an event is intended to be an annual event at regularly scheduled dates, the current years application may include the following years requested dates. Approval of the current years application will include reservation of the next years proposed dates. However, it will not constitute approval of next years event, which must have its own timely application submitted for City approval. In general, the City will not approve special event dates more than six (6) months in advance.

Written Confirmation of City Approval:

Upon approval of the special event application, a written confirmation as to the action of City Council will be forwarded to the individual or organization requesting the event. This confirmation will outline any special conditions that must be met if the event is to be held. The City of Troy special event application must be completed for all special events that take place on public lands or lands that are controlled by the City of Troy.

Park Shelter Use:

Park Shelters will be unavailable when a special event is scheduled. If a park shelter is reserved, no special event will be allowed. If a park shelter is available to be reserved, the applicant will pay the park shelter fee. Park shelters are available for reservation May through September.

Alcohol In Parks/Public Places:

No alcohol may be consumed in parks or on public grounds except by special permit. This includes special events.

Noise

The noise ordinance must be adhered to before, during and after the event.

Amusements:

No rides, amusements, petting zoos, inflatable games, dunk tanks, generators, concessions, hot or cold air balloons without special permission.

Tents:

No tents without special permission.

Athletic Field Use:

Only athletic events may be reserved on athletic fields.

**City of Troy General Rules and Regulations
INDEMNIFICATION AGREEMENT**

The _____ agree(s) to defend, indemnify and hold harmless the City of Troy, Michigan from any claim, demand, suit, loss, cost of expense or any damage which may be asserted, claimed or recovered against or from the _____ by reason of any damage to property, personal injury or bodily injury, including death, sustained by a person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Troy or by third parties, or by the agents, servants, employees or factors of any of them.

Signature _____ Date _____

Witness _____ Date _____

**City of Troy
Special Event Application**

Directions: Complete this application in accordance with the City of Troy’s Special Events Policy and return it to the City Managers office at least 60 days prior to the starting date of the event.

Sponsoring Organization’s Legal Name _____ Phone _____

Organization Address: _____

Organization’s Agent: _____ Phone _____

Agent’s Title _____

Agent’s Address _____

Event Name _____

Event Purpose _____

Number of people expected: _____ Event dates: _____

Event start time/end time: _____

Time wanted before and after event starting time: _____

Event Location _____

Will there be an admission charge? Yes No If yes, what is the charge? _____

Describe completely the details of the event: _____

1. TYPE OF EVENT

City Operated Event

Non-Profit Event (501C3 required)

Co-sponsored Event

For-Profit Event

2. **ANNUAL EVENT:** Is this event expected to occur next year? Yes No

If YES, you can reserve a date for next year with this application (See Policy Section _____). To reserve dates for next year, please provide the following information.

Normal Event Schedule
(e.g., third weekend in July) _____

Next year's specific dates: _____

3. **EVENT MAP** A diagram of event set-up must be attached.

4. **VENDORS:** Food Concessions Yes No Other Vendors Yes No

5. **EVENT SIGNS:** Will this event include the use of signs? Yes No

6. **OTHER REQUESTS:** What will you need for set-up? (chairs, tables, etc.) _____

Will you have amplification? Yes No

Will there be a sound system, speaker or D.J.? Yes No

Will there be live music? Yes No

Noise ordinance must be adhered to.

Describe any special requests for this event such as amusements, petting zoos, balloons, dunk tank, concessions, etc. _____

7. CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

- a. A certificate of insurance must be provided which names the City of Troy as an additional named insured party on the sponsor's insurance policy.
- b. Event sponsors will be required to sign Indemnification Agreement forms.
- c. Event participants may be required to sign a waiver of liability.
- d. All food vendors must be approved by the Oakland County Health Department and each food and/or other vendor must provide the City with a certificate of insurance which names the City of Troy as an additional named insured party on the vendors insurance policy. No food vendors are allowed at Flynn Park, Firefighters Park, Boulan Park, the Troy Family Aquatic Center or the Community Center.
- e. The approval of this special event may include additional requirements and/or limitations based on the City's review of this application, in accordance with the City's special event policy. The event will be operated in conformance with the written confirmation of approval.
- f. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the City and will promptly pay any billing for City services which may be rendered.
- g. I have read and understand all City of Troy Park rules and regulations.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this special event, affirm the above understandings and agree that my sponsoring organization will comply with the City's Special Event Policy, the terms of the Written Confirmation of Approval and all other City requirements, ordinances and other laws which apply to this special event.

Date

Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least sixty (60) days prior to the first day of the event.