CITY COUNCIL

AGENDA

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

CALL TO ORDER 1

Invocation & Pledge Of Allegiance – Pastor Rob Ellis – Zion Christian Church 1

ROLL CALL 1

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C-3 Preliminary Site Plan Approval (SP-#883) – Medical Office Building, Southeast Corner of Livernois and South Boulevard – Section 3 – O-1 & R-1B 3

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

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PUBLIC COMMENT 20

CALL TO ORDER

Invocation & Pledge Of Allegiance – Pastor Rob Ellis – Zion Christian Church

ROLL CALL

Mayor Matt Pryor
Robin Beltramini
Cristina Broomfield
David Eisenbacher
Martin F. Howrylak
David A. Lambert
Anthony N. Pallotta

A-1 Presentation: (a) Introduction of Connie Chang – Student Representative Candidate for the Historical Commission

PUBLIC HEARINGS

C-1 Brownfield Redevelopment Authority – Stanley Door

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

Suggested Resolution
Resolution #2002-10-
Moved by
Seconded by

RESOLVED, That the City Council of the City of Troy hereby approves the Brownfield Plan for 1225 E. Maple submitted by REDICO for the cleanup and redevelopment of the site.

Yes:
No:

C-2 Request for Commercial Vehicle Appeal – 2887 E. Wattles Road

Suggested Resolution
Resolution #2002-10-
Moved by
Seconded by

(a) Resolution A for Approval

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 Mr. Costel Luca, 2887 E. Wattles, for waiver of Chapter 39, Section 40.66.00, of the Code of the City of Troy, to permit outdoor parking of a Ford cube van in a residential district is hereby **APPROVED** for (not to exceed two years).

OR

(b) Resolution B for Denial

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 not found that the petitioner has demonstrated the presence of condition(s), justifying the granting of a variance:

NOW, THEREFORE, BE IT RESOLVED, That the request from Mr. Costel Luca, 2887 E. Wattles, for waiver of Chapter 39, Section 40.66.00, of the Code of the City of Troy, to permit outdoor parking of a Ford cube van in a residential district is hereby **DENIED**.

Yes:
No:

C-3 Preliminary Site Plan Approval (SP-#883) – Medical Office Building, Southeast Corner of Livernois and South Boulevard – Section 3 – O-1 & R-1B

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

Suggested Resolution
Resolution #2002-10-
Moved by
Seconded by

RESOLVED, That Preliminary Site Plan Approval, pursuant to a consent judgment, for a proposed Medical Office Building, located on the southeast corner of South Boulevard and Livernois within Section 3, in the O-1 and R-1B Zoning Districts, is hereby **APPROVED** as recommended by City Management.

Yes:
No:

C-4 Proposed Zoning Ordinance Text Amendment (ZOTA #194) – Articles 10.20.08 & 34.60.00 R-1A & R-1B Open Space Preservation

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

Suggested Resolution
Resolution #2002-10-
Moved by
Seconded by

RESOLVED, That Articles 10.20.08 & 34.60.00 R-1A & R-1B Open Space Preservation, of the Zoning Ordinance be **ADOPTED** as recommended by the Planning Commission and City Management, a copy of which shall be attached to the original Minutes of this meeting.

Yes:
No:

PUBLIC COMMENT:

A. Items on the Current Agenda

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. 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. Consistent with Order of Business #11, the City Council will move forward the specific Business Items which audience members would like to address. The Mayor shall announce the items which are to be moved forward and will ask the audience if there are any additional items which they would like to address. All Business Items that members of the audience would like to address will be brought forth and acted upon at this time. Items will be taken individually and members of the audience will address council prior to council discussion of the individual item.

B. Items Not on the Current Agenda

After Council is finished acting on all Business Items that have been brought forward, the public is welcome to address the Mayor and Council on items that are specifically not on the agenda. (Article 15)

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. 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 6, 2002.)

E-1 Approval of Consent Agenda

Suggested Resolution
Resolution #2002-10-
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 Minutes: Regular Meeting of September 23, 2002 and Special Meeting of September 23, 2002

Suggested Resolution
Resolution #2002-10-

RESOLVED, That the Minutes of the 7:30 PM Regular Meeting of September 23, 2002 and the Minutes of the 6:45 PM Special Meeting of September 23, 2002, be **APPROVED** as submitted.

E-3 Proposed City of Troy Proclamation

Suggested Resolution
Resolution #2002-10-

RESOLVED, That the following City of Troy Proclamation be **APPROVED**:

(a) National Breast Cancer Awareness Month

E-4 Budget Amendment – Request to Disburse Byrne Memorial Grant Funds

Suggested Resolution
Resolution #2002-10-

WHEREAS, The City of Troy was designated to receive funds from the Byrne Memorial Grant that provided funding to offset the cost of personnel assigned to the Metro Detroit Identity Theft Task Force and disburse the funds to participating agencies; and

WHEREAS, The City of Troy received $98,122.89 in Grant funds and will be disbursing $63,773.84 to the Auburn Hills Police Department and the Michigan State Police as the City's subcontractors.

NOW, THEREFORE, BE IT RESOLVED, That the Troy City Council **AUTHORIZES** a budget amendment in the amount of $63,774.00 to facilitate the disbursement of funds received from the Byrne Memorial Grant to the Auburn Hills Police Department and the Michigan State Police.

E-5 Standard Purchasing Resolution 2: Award to Lowest Acceptable Bidder Meeting Specifications – Asphalt Paver with Trade-in

Suggested Resolution
Resolution #2002-10-

RESOLVED, That a contract to provide one (1) Leeboy Asphalt Paver Model 7000, with trade-in is hereby **AWARDED** to the lowest acceptable bidder meeting specifications, Colwell Equipment Company, at a total net cost of $51,760.00.

E-6 Reconsideration of Section One Golf Course Site Plan Approval Conditions

Suggested Resolution
Resolution #2002-10-

RESOLVED, That the required parking lot screening at the Section 1 Golf Course site shall be a 4' 6" – high decorative masonry wall.

E-7 Standard Purchasing Resolution 3: Exercise Renewal Option for National Cooperative Purchasing Program (NACo) with Graybar & Grainger – Industrial/Commercial Products, Equipment, Supplies and Related Services

Suggested Resolution
Resolution #2002-10-

WHEREAS, On April 9, 2001, contracts to provide industrial/commercial products, equipment, supplies and related services to the City of Troy and participating Tri-County Purchasing Cooperative Members from the best value bidders, Graybar Electric Co. and Grainger Industrial Supply were approved through a "piggyback" addendum with Los Angeles County and the National Cooperative Purchasing Program Contract #57128/57141 (Resolution #2001-04-188-E-7); and

WHEREAS, The first of two one-year options to renew the contracts was exercised by Graybar Electric Co. and Grainger Industrial Supply under the same prices, terms, and conditions and have been extended to local government through the National Cooperative Purchasing Program (NACo) with the Troy City Council approving the contracts (Resolution #2001-10-499-E-9); and

WHEREAS, Both awarded bidders have agreed to exercise the second one-year option to renew the contracts on a month-to-month basis or until September 30, 2003, and extended through the National Cooperative Purchasing Program (NACo) under the same prices, terms, and conditions;

NOW, THEREFORE, BE IT RESOLVED, That the option to renew the contracts are **HEREBY EXERCISED** with Graybar and Grainger through the National Cooperative Purchasing Program (NACo) to provide industrial/commercial products, equipment, supplies and related services under the same contract prices, terms, and conditions on a month-to-month basis or until September 30, 2003.

E-8 Standard Purchasing Resolution 2: Bid Award – Lowest Acceptable Bidder – Motorola Alert Monitor Receivers for Firefighters

Suggested Resolution
Resolution #2002-10-

RESOLVED, That a contract to purchase (180) Motorola Minitor IV Selective Call Alert Monitor Receivers with programming, case engraving, and an extended five-year warranty is hereby **AWARDED** to the lowest total acceptable bidder, Adams Electronics Company, at unit prices

contained in the bid tabulation opened September 18, 2002 at an estimated total cost of $74,313.00, a copy of which shall be attached to the original Minutes of this meeting.

E-9 Standard Purchasing Resolution 2: Bid Award – Lowest Acceptable Bidder – Wood Grinding Services

Suggested Resolution
Resolution #2002-10-

RESOLVED, That a contract to provide three (3) year requirements of Wood Grinding Services with an option to renew for one additional year is hereby **AWARDED** to the low total bidder meeting specifications. Granger Compost Supply, at unit prices contained in the bid tabulation opened September 17, 2002 at an estimated cost of $17,280.00 annually, a copy of which shall be attached to the original Minutes of this meeting.

E-10 Standard Purchasing Resolution 4: Bid Award – National Cooperative Purchasing Program (NACo) – CompUSA and Dell Computers

Suggested Resolution
Resolution #2002-10-

RESOLVED, That participation in a cooperative purchasing program to provide computer equipment and supplies to the City of Troy utilizing CompUSA and Dell Computers, is hereby **APPROVED** through a "piggyback" addendum with Fairfax County, Virginia and US Communities (aka NACo) Contract #RQ00-341360-16A-G under the following pricing structure to commence on the date of award and expire April 30, 2003, with an option to renew for three additional one-year periods.

CompUSA	
Name Brand/Equipment	**%**
GSA Schedule Items	Cost plus3%-13%
Non-GSA Schedule Items	Cost plus 6%-10%

CompUSA will offer additional discounts, on a transaction-by-transaction basis, for orders in quantities greater than a unit of one. ("spot buy discounts")

Dell Marketing	
Name Brand/Equipment	**% Off Index**
Dell Brand	$7.59%
Dellware Products	

Dell will offer additional discounts, on a transaction-by-transaction basis, for orders in quantities greater than a unit of one. ("spot buy discounts")

E-11 Standard Purchasing Resolution 4: Tri-County Purchasing Cooperative – Computer Services - DynTek

Suggested Resolution
Resolution #2002-10-

RESOLVED, That a three-year contract with an option to renew for two additional years for computer services is hereby **AWARDED** to DynTek, the lowest qualified bidder, at unit prices included on the bid tabulation prepared by Farmington Hills Purchasing Department expiring March 18, 2005, a copy of which shall be attached to the original Minutes of this meeting.

E-12 Standard Purchasing Resolution 4: REMC Cooperative Purchasing Program

Suggested Resolution
Resolution #2002-10-

RESOLVED, That the City Council of the City of Troy **AUTHORIZES** participation in the Regional Education Media Center Association of Michigan (REMC) Purchasing Program and **AUTHORIZES** the City Manager of the City of Troy to administratively authorize the use of this program above the $10,000.00 limit when deemed to be in the City of Troy's advantage, except for those "Capital" (401 Account) purchases which shall be presented for Troy City Council review and pending approval.

E-13 Scheduling of Special Meeting – October 21, 2002 at 6:45 PM

Suggested Resolution
Resolution #2002-10-

RESOLVED, That a Special Meeting of the City Council is **SCHEDULED** for October 21, 2002 at 6:45 PM in the Council Board Room of Troy City Hall – 500 West Big Beaver, Troy, Michigan, for the purpose of a technical review of agenda items on the October 21, 2002, City Council Regular Meeting Agenda.

E-14 Traffic Committee Recommendations

Suggested Resolution
Resolution #2002-10-

(a) STOP Sign on Woodslee at Hartshorn

RESOLVED, That a STOP sign be installed on Woodslee at Hartshorn.

(b) No Changes on Rochester at Bishop

RESOLVED, That there be no changes on Rochester at Bishop.

E-15 Private Agreement for White Castle System, Inc. – Project No. 01.941.3

Suggested Resolution
Resolution #2002-10-

RESOLVED, That the Contract for Installation of Municipal Improvements (Private Agreement) between the City of Troy and White Castle System, Inc. is hereby **APPROVED** for the installation of sidewalks, 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.

E-16 Private Agreement for Belle Tire – Barnes Family Group – Project No. 01.927.3

Suggested Resolution
Resolution #2002-10-

RESOLVED, That the Contract for Installation of Municipal Improvements (Private Agreement) between the City of Troy and Barnes Family Group is hereby **APPROVED** for the installation of water main, storm sewer and paving, 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.

E-17 Sole Source – GIS Software - ArcSDE

Suggested Resolution
Resolution #2002-10-

WHEREAS, Environmental Systems Research Institute (ESRI) is the sole source provider of the proprietary GIS system software; and

WHEREAS, ESRI has provided software and service for the GIS system since 1999.

NOW, THEREFORE, BE IT RESOLVED, That ArcSDE software, training, and maintenance be **PURCHASED** as an addition to the City of Troy's GIS Software System, from (ESRI) Environmental Systems Research Institute, the sole source provider at an estimated cost of $12,250.00, plus $3,000.00 per year maintenance for the second and subsequent years.

BE IT FURTHER RESOLVED, That additional travel and room and board for the training is also **APPROVED** at an estimated cost of $1,200.00.

E-18 2003 Community Development Block Grant (CDBG) Application

Suggested Resolution
Resolution #2002-10-

RESOLVED, That a Public Hearing is hereby established for October 21, 2002 to consider the 2003 Community Development Block Grant (CDBG) Application, Sub-Recipient Agreement and Project Waiver**.**

REGULAR BUSINESS

Persons interested in addressing the City Council on items, which appear on the printed Agenda, will be allowed to do so at the time the item is discussed upon recognition by the Chair (during the public comment portion of the agenda item's discussion). Other than asking questions for the purposes of gaining insight or clarification, Council shall not interrupt members of the public during their comments. For those addressing City Council, petitioners shall be given a fifteen (15) minute presentation time that may be extended with the majority consent of Council and all other interested people, their 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 15, as amended May 6, 2002. Once discussion is brought back to the Council table, persons from the audience will be permitted to speak only by invitation by Council, through the Chair.

F-1 Appointments to Boards and Committees: (a) Advisory Committee for Persons w/Disabilities; (b) Animal Control Appeal Board; (c) CATV Advisory Committee; (d) Ethnic Community Issues Advisory Committee; (e) Historical Commission; and (f) Planning Commission

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:

Suggested Resolution
Resolution #2002-10-
Moved by
Seconded by

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

Advisory Committee for Persons w/Disabilities

Approved by Council (9) - 3 years

Term expires 7-01-2003 (Student)

CURRENT MEMBERS

NAME	TERM EXPIRES
Susan Burt **(Alternate)**	Nov. 1, 2003
Angela Done	Nov. 1, 2002

Nancy Johnson	Nov. 1, 2003
Leonard Bertin	Nov. 1, 2002
Pauline Manetta **(Alternate)**	Nov. 1, 2003
Dick Kuschinsky	Nov. 1, 2004
Theodora House	Nov. 1, 2003
Sharon Lu **(Student)**	July 1, 2002
Dorothy Ann Pietron	Nov. 1, 2004
Nada Raheb **(Student)**	July 1, 2003
John J. Rodgers	Nov. 1, 2003
Cynthia Buchanan	Nov. 1, 2004
Kul B. Gauri	Nov. 1, 2002
Jayshree Shah **(Alternate)**	Nov. 1, 2003

INTERESTED STUDENT APPLICANTS

NAME	DATE APPLIED	DATE SENT TO COUNCIL
None on file.		

Animal Control Appeal Board

Appointed by Council (5)- 3 years

Warren Packard (Resigned) **Term expires 9-30-2003**

CURRENT MEMBERS

NAME	TERM EXPIRES
Harriet Barnard, Ch	Sept. 30, 2005
Leith Gallaher	Sept. 30, 2003
Kathleen Melchert	Sept. 30, 2004
Warren Packard **(Resigned)**	Sept. 30, 2003
Jayne Saeger	Sept. 30, 2005

INTERESTED APPLICANTS

NAME	DATE APPLIED	DATE SENT TO COUNCIL
Larue, Patricia M	8/12/02 - 8/2004	08/19/02
Zhou, Hannah	8/19/02	09/23/02

CATV Advisory Committee

Appointed by Council (7)- 3 years

Term expires 7-01-2003 (Student)

CURRENT MEMBERS

NAME	TERM EXPIRES
Alex Bennett	Sept. 30, 2003
Jerry L. Bixby	Feb. 28, 2003
Michael J Farrug	Nov. 30, 2002

Richard Hughes	Feb. 28, 2003
Lusi Fang **(Student)**	July 01, 2002
Penny Marinos	Feb. 28, 2004
W. Kent Voigt	Feb. 28, 2004
Bryan H. Wehrung	Feb. 28, 2005

INTERESTED STUDENT APPLICANTS

NAME	DATE APPLIED	DATE SENT TO COUNCIL
None on file.		

Ethnic Community Issues Advisory Committee

Approved by Council (9)- 3 years

Term expires 9-30-2005

Term expires 9-30-2005

Term expires 9-30-2005

Term expires 9-30-2005

Term expires 9-30-2005

Term expires 9-30-2005

Term expires 9-30-2005

CURRENT MEMBERS

NAME	TERM EXPIRES
Anju C. Brodbine	Sept. 30, 2005
Tom Kaszubski	Sept. 30, 2005
Shiva Sastry	Sept. 30, 2005

INTERESTED APPLICANTS

NAME	DATE APPLIED	DATE SENT TO COUNCIL
Brodbine, Anju C.	8/13/02	09/09/02
Griffen, Brian S	9/12/02	09/23/02
Hashmi, Amin	8/22/02	09/09/02
Kuppa, Padma	5/21/02	09/09/02
Shah, Oniell	8/07/02	09/23/02
Zhou, Hannah	8/19/02	09/09/02

Historical Commission

Appointed by Council (7)- 3 years

Term expires 7-01-2003 (Student)

CURRENT MEMBERS

NAME	TERM EXPIRES
Alex Bennett	Sept. 30, 2003
Jerry L. Bixby	Feb. 28, 2003
Michael J Farrug	Nov. 30, 2002
Richard Hughes	Feb. 28, 2003
Lusi Fang **(Student)**	July 01, 2002
Penny Marinos	Feb. 28, 2004
W. Kent Voigt	Feb. 28, 2004
Bryan H. Wehrung	Feb. 28, 2005

INTERESTED STUDENT APPLICANTS

NAME	DATE APPLIED	DATE SENT TO COUNCIL
Connie Chang	**09/26/02**	**10/07/02**

Planning Commission

Appointed by Council (9) – 3 years

Term expires 7-01-2003 (Student)

CURRENT MEMBERS

NAME	TERM EXPIRES
Gary G. Chamberlain	Dec. 31, 2002
Jordan C. Keoleian **(Student)**	July 01, 2002
Dennis A. Kramer	Dec. 31, 2003
Larry Littman	Dec. 31, 2004
Cynthia Pennington **BZA Rep**	Dec. 31, 2002
James H. Starr	Dec. 31, 2002
Walter A. Storrs, III	Dec. 31, 2003
Mark J Vleck	Dec. 31, 2004
David T. Waller **BZA Alt**	Dec. 31, 2003
Wayne C. Wright	Dec. 31, 2004

INTERESTED STUDENT APPLICANTS

NAME	DATE APPLIED	DATE SENT TO COUNCIL
None on file		

Yes:
No:

F-2 Closed Session – No Closed Session Requested

F-3 Amendment to Chapter 10 Employees Retirement System – Prior Governmental Retirement Service

Suggested Resolution
Resolution #2002-10-
Moved by
Seconded by

RESOLVED, That an amendment to Chapter 10, Employees Retirement Systems, is hereby **APPROVED**, and a copy shall be attached to the original Minutes of this meeting.

Yes:
No:

F-4 Approval of Contract with MDOT for the Reconstruction and Widening of Long Lake Road from Carnaby to Dequindre – Contract 02.7 – Project No. 92.203.5 & 94.203.5

Suggested Resolution
Resolution #2002-10-
Moved by
Seconded by

RESOLVED, That the contracts between the Michigan Department of Transportation and the City of Troy for the reconstruction and widening to a five lane concrete pavement of Long Lake Road, Carnaby to John R, Project No. 92.203.5 and Long Lake Road, John R to Dequindre, Project No. 94.203.5, are hereby **APPROVED**, and the Mayor and City Clerk are authorized to execute the agreements.

Yes:
No:

F-5 Final Plan Approval – Pearl Estates Site Condominium – 3 Units – North of Long Lake Road – West of Dequindre Road – Section 12

Suggested Resolution
Resolution #2002-10-
Moved by
Seconded by

RESOLVED, That the Final Plan, as submitted under Section 34.30.00 of the Zoning Ordinance (Unplatted One-Family Residential development) for the development of a One-Family Residential Site Condominium known as Pearl Estates, in the area north of Long Lake Road and west of Dequindre Road, be **APPROVED** as recommended by City Management.

Yes:
No:

F-6 Proposed Amendment to Consent Judgment

Suggested Resolution
Resolution #2002-10-
Moved by
Seconded by

RESOLVED, That the Stipulation and Order Amending Consent Judgment between Meritor Automotive, Inc./The Nelson Companies, Inc. and the City of Troy is hereby **APPROVED**. 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.

Yes:
No:

F-7 Proposed Revision to Senate Bill #3 Resolution of August 5, 2002

Suggested Resolution
Resolution #2002-10-
Moved by
Seconded by

WHEREAS, Michigan Public Act 179 of 1947 as amended (Mich. Comp. Laws123.301 et. seq) provides for the formulation of municipal authorities for the collection or disposal of garbage or rubbish or dog pounds, but fails to provide provisions for members to withdraw or for the dissolution of these authorities; and

WHEREAS, Both the Michigan Senate version of Senate Bill 3 (S-7) and the Michigan House of Representatives Committee substitute version of Senate Bill 3 (H-2) attempt to address these omissions and seek to institute a procedure for a municipality to withdraw from these authorities or for the dissolution of these authorities; and

WHEREAS, Both S-7 and H-2 give municipalities the ability to withdraw from these authorities, to dissolve the authorities or to re-combine with other municipalities in a new authority; and

WHEREAS, S-7 and H-2 provide additional options for Municipal members and their constituents, which could result in increased competition. Historically, increased competition leads to better services and/or contracts that save the taxpayers money; and

WHEREAS, The Troy City Council has previously discussed this matter, and issued a resolution on August 5, 2002 (Resolution #2002-080451), but after receiving input from interested persons, has found it necessary to revise the earlier resolution.

NOW THEREFORE, BE IT RESOLVED, That the City of Troy strongly supports the passage of H-2, the Michigan House of Representatives substitute bill for Senate Bill 3, with the following changes:

Section (1)- The effective date of the amendatory act should necessarily be updated, and could allow for an immediate effective date or an effective date 90 days after enactment.

Section (1)- The requirement for "all members" to approve new or extended contracts or bonds should be deleted or should otherwise be limited to all members bound by the most recent authority membership contract.

Alternate B- Suggested language could read as follows:

After the effective date of the 2002 amendatory act that added this section, a qualified authority shall not enter into or extend any contract (excluding a membership contract), obligation, bond, or note that has, or as extended would have, a termination date after the termination date of the Authority's most recently approved membership contract under Section (5)(1), unless the contract, obligation, bond, or note or extension is approved by all members bound by the membership contract.

Section (2)- The bill should explicitly provide for the a right of first refusal (within 45 or 90 days) for a new authority which has a majority of the number of members as a dissolving authority. This right of first refusal should be prior to the right of first refusal for the host communities.

Section (2)- The right of first refusal to purchase assets should require a price that is at the highest offer for the property, to insure a true arms length transaction.

Alternate D- This section of the resolution should be deleted.

Section (3)(A) and (6)(A)- The bill should be modified to delete the requirement of a resolution stating that "the authority is no longer effectively serving the public good for which it was created." Instead, resolutions from each withdrawing community should state that the authority is no longer effectively serving the community's needs or requirements.

Alternate E- The bill should also expressly prohibit withdrawals if the authority has outstanding revenue bonds. Only members who are subject to the current membership contract will have the right to withdrawal by passing a resolution stating that "the authority is no longer effectively serving our community's needs or requirements."
Section (4) and Section (5)- The bill should explicitly define the term "negative equity" And "positive equity."

Alternate F: Section (4) - These sections should be deleted from the resolution, since equity is defined in the legislation, and the definition of negative equity and positive equity would therefore also be understood.

Section (4)- Although the bond provision is a favorable addition, , if a bond is not available or desired, the withdrawing member should be required to pay its negative equity within 90 or 60 days after the authority has completed a full accounting of the assets and liabilities of the authority at the time of the withdrawal. . Allowing the payment of negative equity to be paid thirty days after the expiration of the contract may jeopardize the remaining consortium.

Alternate G: Section (4)- The withdrawing member's delayed payment option for its negative equity, if any, should be paid no later than the expiration of the current member agreement.

Section 4 (A) and (9)(B)- The term "subsequently" should be removed from these sections to insure that each member is responsible for all environmental liabilities incurred as a result of the member's disposal to the authority. In addition, the definition of environmental liabilities should be expanded to include any environmental liabilities as declared by the State of Michigan Department of Environmental Quality and Department of Natural Resources and/or the federal Environmental Protection Agency.

Section 4 (B)- The bill should require that if the withdraw of any member causes a breach of the current contract, then the withdrawing member assumes liability for the extra costs incurred by the authority for the breach.

Alternate I- The bill should prohibit the withdrawal of a member if the withdrawal would impair vested rights or the obligation of authority contracts.

Section 4 (B)- The bill should delete the word "solely" from this section, so that if two members withdraw simultaneously and cause a breach of contract, then each member that contributes to the breach of contract is liable.

. (Consolidated with Section F)

Section (5)- The bill should clarify that if an authority's assets would need to be liquidated to satisfy the payments of positive equity to withdrawing members, then said liquidation would not be necessary until the expiration of the last contract of the authority.

(Consolidated with Section E)

Section (7)-

Alternate M- Section (7) should be clarified to state that the assignment of authority contracts to any new authority (as created under section 10) is not precluded, provided the new authority accepts such assignments and agrees to perform all obligations of the contract(s). There should also be clarification that required environmental activities must necessarily occur after the dissolution of the authority.
Section (8)- The word "immediately" should be deleted from this section, since dissolution of an authority may require the liquidation of assets. In addition, there may be pending lawsuits or arbitration matters, which should not be prematurely settled.

Alternate N- Section (8) should not preclude former members from establishing a fund from their distribution of "positive equity" to provide for the subsequent defense and management of contingent liabilities of the dissolved authority (including future environmental obligations) and for the payment of any awards and costs attributable thereto. Section (8) should also be clarified to prevent a former member which has received its fair share of the "positive equity" upon withdraw from the authority from receiving any additional equity settlement upon dissolution of the authority.

(Consolidated with Section H)

Section (9)- There should be some provision specifying who is responsible for managing the environmental liabilities after the dissolution of an authority. The provision may also include

provisions to insure payment for the management of any environmental liabilities after dissolution.

(Consolidated with Section C)

Section (12)(G)- The term “impairment of contract” should not be limited to only defaults that lead to money damages, since all breaches of contract would technically qualify. The term “impairment of contract” should protect those members who are forced to pay monetary damages for the breach of a contract that is not due to their own actions.

Section (12)(I)- A mathematical formula for determining the “member’s fair share” should be explicit. There have already been three formulas set forth to determine a “member’s fair share.”

Alternate R- This section should be deleted, since “member’s fair share, and members (includes members not currently bound by membership contract) are understood by all.

Section (12)(K)- The term “qualified authority” should be re-defined to reduce the membership from the required ten or more members and the required population of 250,000 or more.

Alternate S- This section should be deleted, since this is a provision that if included, would probably result in the defeat of the proposed legislation. There would be a Pandora’s Box effect towards other cooperative authorities in the State of Michigan.

BE IT FURTHER RESOLVED, That the City of Troy City Council instructs its representatives to the Southeastern Oakland County Resource Recovery Authority (SOCRRA) to introduce and/or support a resolution requesting SOCRRA to support H-2 with the changes enumerated above, and to direct any authorized lobbying activity to be consistent with this resolution.

BE IT FURTHER RESOLVED, That City of Troy Council Resolution #2000-505 and Troy City Council Resolution # 2002-08-451 are repealed in their entirety.

BE IT FINALLY RESOLVED, That the City Clerk send a copy of this Resolution to State Senator Shirley Johnson, Representatives David Woodward, John Pappageorge and Robert Gosselin, Governor John Engler, members of the Michigan State Senate, members of the Michigan House of Representatives, the Michigan Municipal League, SOCRRA General Manager Jeffrey McKeen, the Oakland County Board of Commissioners, the elected officials and city managers for each of the SOCRRA communities.

Yes:
No:

COUNCIL COMMENTS/REFERRALS

REPORTS AND COMMUNICATIONS

G-1 Minutes – Boards and Committees:

(a) Parks and Recreation Advisory Board/Final – June 13, 2002
(b) Historic District Commission/Draft – July 23, 2002
(c) Board of Zoning Appeals/Final – August 20, 2002
(d) Downtown Development Authority/Draft – August 21, 2002
(e) Historic District Commission/Draft – August 27, 2002
(f) Advisory Committee for Persons with Disabilities/Draft – September 4, 2002
(g) Board of Zoning Appeals/Draft – September 17, 2002
(h) Animal Control Appeal Board/Draft – September 18, 2002

G-2 Department Report

G-3 Announcement of Public Hearings:

(a) Rezoning Application – Biltmore Rezoning – East Side of Rochester Road – North of Lamb Road – Section 14 – R-1C to R-1T and E-P – Scheduled for October 21, 2002
(b) Rezoning Application – East Side of Livernois – South of Maple Road – Section 34 – B-3 to H-S – Scheduled for October 21, 2002
(c) Parking Variance Request – 3670 John R – Boys and Girls Club of Troy - Scheduled for October 21, 2002

G-4 Proposed Proclamations/Resolutions from Other Organizations:

(a) City of Oak Park – Resolution in Support of a “Fix-it-First” Infrastructure Policy for the State of Michigan

G-5 Letters of Appreciation:

(a) Letter from Marian M. Randall – Chair, Christ Church of Cranbrook Senior Ladies to Chief Craft Thanking Officer Nicolette Kaptur for Her Excellent Presentation on Senior Fraud
(b) E-Mail from Gus Mattia to John Szerlag and Mark Stimac Thanking Building Inspectors Mark Riley and Robert Winkelman for Their Concern Regarding Problems he is Having With his Builder

G-6 Calendar

G-7 Letter from State of Michigan – Department of Transportation – Re: Notes – August 29, Scoping Meeting

G-8 Letter from Mark R. Adams, Raymond & Prokop, PC – Re: SMART Performance Audit for the Period July 1, 2000 through December 31, 2002

G-9 Memorandum – Re: Charter Revision Committee

G-10 Memorandum – Re: Senior Center Accreditation

G-11 Memorandum – Re: Appointments to Boards and Commissions Agenda Format

G-12 Memorandum – Re: Skirak v. City of Troy

G-13 Memorandum – Re: Request for Direction on How to Proceed with Economic Modeling for the Civic Center Site

G-14 Memorandum – Re: Meeting with Planning Commission Chair Gary Chamberlain

G-15 Memorandum – Re: 2002 Third Quarter Litigation Report

PUBLIC COMMENT

Public Comment is limited to people who have not addressed Council during the 1st Public Comment section. (Rules of Procedure for the City Council, Article 5 (16), as amended May 6, 2002.)

Respectfully submitted,

John Szerlag, City Manager

October 1, 2002

TO: Honorable Mayor and City Council

FROM: John Szerlag, City Manager
Doug Smith, Real Estate and Development Director

SUBJECT: Brownfield Plan for 1225 East Maple (Stanley Door) Property

Some months ago, the City was approached by REDICO with a potential tenant for the Stanley Door building at 1225 East Maple. The Stanley Door property had been one of three major properties that City Council identified nearly five years ago as primary redevelopment targets to create a momentum for change along the Maple corridor. The other two projects, the old Troy Hilton and former Ford Tractor facility, have both been redeveloped. This is the last of the three to be redeveloped. The property has remained underutilized or vacant for nearly a decade.

The redevelopment of the Stanley Door property, which sits on 15 acres, is a major undertaking because of the condition of the building and property. However, the size of the building, nearly 180,000 square feet, and location make it an ideal property for redevelopment. The party interested in the Stanley Door building is Saleen, Inc. Saleen is an assembler of the Saleen Mustang and high performance automobiles. Currently Saleen's factories are in Irvine, California, so to interest them in moving to Troy, the site requires that the developer create a competitive situation with California.

After reviewing a number of alternatives with REDICO, it was determined that the best route to provide a competitive package of support from the local level would be to have REDICO utilize the Brownfield Redevelopment Authority to permit Saleen to obtain the 10% tax credit on new development costs from the State of Michigan. Under state law, the company would be eligible for up to 10% tax credit against the single business tax for up to ten years for redevelopment costs of a Brownfield site. When Stanley Door systems left the facility they had an approved Michigan Department Environmental Quality (MDEQ) plan. There were still environmental issues that were below the thresholds that were required by DEQ for clean up, but still provided costs and deterrents to future development. These environmental issues in the building and on the site make the site eligible for the Brownfield designation, as determined by the Brownfield Authority, and such designation can assure a complete cleanup and more aggressive due care process for this site.

The intention of the company was not to seek reimbursement from tax increment for environmental costs (as allowed), but to apply for a Plant Rehabilitation Exemption Certificate, which could freeze the current taxable value for a period of 1-12 years, and completely exempt any renovations to the site (up to the appraised value of the existing structure without any depreciation for age) for that same period of time. The expectation is that the combination of Brownfield designation and the ability to apply for the state tax

credit and consideration by City Council for plant rehabilitation could provide a competitive package to interest Saleen in moving from its Irvine, California facility to Troy.

Turning the old Stanley Door building into an assembly plant for high performance automobiles, that would provide office, museum, and demonstration area in the front of the building, would create an exceptional new image for this building and this area of Maple Road. An advantage to the City would be to have this industrial facility remain industrial and reinforce the character of the Maple corridor as an industrial and research corridor. A significant capital investment and high paying wages for technically skilled workers would continue to contribute to the overall growth of Troy.

Finally, it should be noted that part of the urgency on this particular issue is that the Brownfield legislation sunsets at the end of 2002. Therefore, there is no assurance that next year there will necessarily be the availability of these types of credits for companies. The Brownfield Redevelopment Authority approved the attached plan and management supports the use of the Brownfield for the redevelopment of this site and would encourage a favorable consideration by City Council.

DS/pg

EXCERPT LIFTED FROM BROWNFIELD REDEVELOPMENT AUTHORITY MEETING MINUTES OF 9-12-02:

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BROWNFIELD PLAN FOR STANLEY DOOR PROPERTY – 1225 E. MAPLE

Larry Goss noted that his company sometimes works with Redico and asked that the BRA members state any concerns they might have regarding his vote on this issue – none noted.

Presentation was made describing the building, contamination and cleanup history on the site, plans for development and improvement of the site, history of the Saleen corporation, plans for usage of the building and the company's environmental pro-action, including encapsulation and continuation of protective measures approved by the State of Michigan. Stanley Door Systems conducted business in this facility until 1996, and had implemented a DEQ approved remediation plan. The current Saleen proposal is for industrial use, as the City's Master Plan indicates, and the site is to be used for the assembly of high-end vehicles. In front of the building there will remain a landscaped area, and an addition to the rear of the building is probable. The entrance will be redesigned and in the front will be a large glass wall so that new vehicles can be displayed. The building will be re-clad with high-gloss enamel and glass. All existing concrete floors will be covered with several coats of epoxy finish to encapsulate them. A lengthy question and answer session followed.

Resolution #02-11
Moved by Larry Goss
Seconded by Victor Lenivov

RESOLVED, that the Proposed Brownfield Plan for 1225 E. Maple Road be approved, subject to adding to the Plan: 1) historical narrative, 2) site map of contamination, 3) list of remediation actions that are probable, 4) description of redevelopment plans including projected employment and capital expenditures.

Discussion – Lon Ullman asked if any members had reservations about the Plan or saw any downside; none noted. Doug Smith said he'll get additional information from Arthur Seigel of Jaffe Raitt to BRA members by next week (including a clean map). John Szerlag asked the presenters for 21 more packets for City Council submission.

Yeas: All (6)

****

REDICO

September 30, 2002

Mr. Douglas Smith
Real Estate and Development Director
City of Troy
500 W. Big Beaver
Troy, MI 48084

Via Hand Delivery

Re: *1225 E. Maple Brownfield Plan*

Dear Mr. Smith:

Enclosed are copies of the Brownfield Plan supplement and supporting materials that was requested by the Brownfield Authority members during their meeting on September 12, 2002. As was discussed during that meeting, the Landlord, 1225 E. Maple, LLC and the proposed Tenant intend on investing over $10 Million in this project. Although the issue of valuation is outside of our purview, Landlord and Tenant expect that the value of this building will go up substantially as a result of this investment and should easily approach a range of roughly double its currently assessed value.

As described in the enclosed materials, the Tenant expects to employ in excess of 100 new employees at the property in the sale and manufacture of its high end, niche automotive product. This will bring new customers and visitors to Troy.

To confirm a commitment made by Tenant during the meeting, the Tenant intends to implement a specialized hiring program to employ individuals from the community with special needs where appropriate.

As noted during the meeting, if this project is going to proceed, it must do so on a tight timeline. That requires work to begin as soon as possible. As our lawyers informed the Authority, any expenditures made before the SBT-credit process is completed will not be credit-eligible and so your efforts and those of the City to advance this process promptly are very much needed and appreciated. Time is truly of the essence here. Thank you for your cooperation in this matter.

Sincerely,

Dale Watchowski

Enclosures
cc: Roger Benton, via fax
Richard Rinke, via fax

20500 CIVIC CENTER DRIVE | SUITE 3000 | SOUTHFIELD | MICHIGAN | 48076 | T 248 827 1700 | F 248 827 1717
WWW. REDICO.COM

Brownfield Plan

The following is a proposed Brownfield Plan for 1225 E. Maple in Troy, Michigan. A map of the parcel of the property to which this plan applies is attached hereto as Exhibit 1.

A. Costs to Be Paid with Tax Increment Revenues

There are no costs planned to be paid for with tax increment revenues.

B. Estimated Captured Taxable Value

Because there are no costs planned to be paid for with tax increment revenues, no estimate is provided for the captured taxable value and tax increment revenues for each year of the plan.

C. Plan Financing

The Plan for this parcel will be entirely privately financed, although the property owner or tenant is permitted to seek and use SBT credits pursuant to MCL 208.38g.

D. Maximum Debt

There is no note or bonded indebtedness planned to be incurred with respect to this parcel.

E. Duration

The duration of this brownfield plan shall be 30 years.

F. Impact of Plan

Because no tax increment financing is proposed for this plan, there should be no impact on the revenues of any taxing jurisdiction in which the property is located.

G. Legal Description

A legal description of the parcel of the property to which this plan applies is attached.

The property is functionally obsolete. It is a former door manufacturing factory and its last operator terminated because it was not adequately able to perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or superadequacies in design, or other similar factors. It is the Plan's intention to address these factors by assisting in the significant renovation of the property.

1. History

The building in question was built in 1951 and was used by the American Model Toy company. It was bought by the Stanley Berry Door Company and used by them to construct insulated steel

doors from 1978 until 1999. In 1999, after receiving MDEQ's approval of its Baseline Environmental Assessment ("BEA"), 1225 E. Maple LLC purchased the building.

There have been five separate studies by four different consultants that confirmed the presence of low levels of PCB in soils at the property.

- Environmental testing was done at Stanley's direction by ENSR in 1995 – 1996 which discovered PCBs near the building.
- More environmental testing was done at Stanley's direction by ESC in 1998 which confirmed the presence of PCBs near the building at low levels but which exceeded the MDEQ's residential standards.
- In late 1998, environmental testing was done by AKT Peerless at the direction of current owner, 1225 East Maple LLC, and confirmed the presence of PCBs near the building as well as low levels of PCBs in the vacant area of the property to the north.
- In 2000, Stanley conducted remedial work, excavating and properly disposing of PCBs and their confirmatory testing, conducted by ESC still confirmed the presence of PCBs at low levels, above residential standards but below acceptable levels for industrial uses. Pursuant to that work and testing, Stanley sought and received MDEQ approval of its closure and filed a Notice of Approved Environmental Rememdiation with the County Clerk.
- In late 2000, environmental testing was done by NESA on behalf of a prospective tenant and that work confirmed the presence of low levels of PCBs near the building in soil and shallow perched groundwater as well as a few other compounds in the perched groundwater under the building. These results are all below MDEQ acceptable levels for industrial buildings, direct contact and indoor inhalation. In other words, the building in its present condition is considered safe for any and all industrial uses and operations; it would only need further remediation for a residential use without any use restrictions.

The locations of all of the samples taken are shown on Exhibits 2 and 4.

The locations of the detections above MDEQ's applicable residential levels are shown on Exhibits 3-5.

In summary, the property is a "facility" as that term is defined by Part 201 of the Michigan Natural Resources and Environmental Protection Act. The property's character as a contaminated facility has been recognized by the MDEQ as it has previously rendered a positive determination on a Baseline Environmental Assessment petition. Soils at the property have been reported to contain polynuclear aromatic hydrocarbons (PCBs) at levels (6.2 parts per million) exceeding the MDEQ's Part 201 cleanup criteria for residential use (4 parts per million). Also, groundwater at the property has been reported to contain PCBs at levels (17 parts per billion) exceeding the MDEQ's Part 201 direct contact criterion (3.3 parts per billion) and drinking water criterion (0.5 ppb).[1]

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1 See Exhibits 3 – 5. Given the stability of PCBs, there is no basis to conclude that there has been any substantive change in this information.

It is the Plan's intention to ensure that remedial measures and land use restrictions are maintained and that due care is exercised during and as part of redevelopment to:

(A) prevent exacerbation of the existing contamination;
(B) undertake any response activity necessary to mitigate unacceptable exposure to hazardous substances, and allow for the intended use of the facility in a manner that protects the public health and safety; and
(C) take reasonable precautions against the reasonably foreseeable acts or omissions of a third party and the consequences that foreseeably could result from those acts or omissions.

2. Remedial Measures

It is the Plan's intention to address this contamination by assisting in the significant renovation of the property. In addition to the renovation and other work described to the authority for this project, the following work will be undertaken:

(A) The interior area closest to the contaminants – the former chemical storage room will be covered with eight inches of additional concrete to provide an additional barrier and buffer zone;
(B) the floor of the entire building will be sealed with an industrial grade epoxy sealant to provide further encapsulation and isolation of the building envelope;
(C) the deed and use restrictions currently in force will be maintained;[2]
(D) the proposed tenant, SSV, Inc. (an affiliate of Saleen, Inc.[3]), will have in place a due care plan to ensure protection of human health and the environment at the site;
(E) in the future, any additional expansion or construction to the North will take into account the environmental data in hand and proper measures will be taken to deal with impacted soil on the property encountered during such construction; and
(F) such future construction will also provide additional encapsulation.

Stanley has completed an-MDEQ approved remediation and so cannot be compelled to conduct additional remedial work and, given the changes in the law, and a lack of understanding regarding the source of these lower-level PCBs, it would likely be impossible to set such approval aside. However, the proposed redevelopment of the property will provide significant protective value by strengthening due care, sealing off contaminants and fostering planned further development that will include environmentally responsible management of impacted

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2 The current land use restrictions and due care program will: (a) prevent exacerbation of the existing contamination; (b) mitigate unacceptable exposure to hazardous substances; (c) allow for the intended use of the property in a manner that protects the public health and safety; and (d) provide reasonable precautions against the reasonably foreseeable acts or omissions of a third party and the consequences that foreseeably could result from those acts or omissions.

3 Information regarding Saleen and its products is included with this package.

soils. Without the proposed development, these improvements would be delayed, possibly forever.

3. Usage Plan

While the property might be more valuable as office space, to be consistent with the City's master plan, the Owner pursued an industrial use which is more consistent with Troy and Oakland County's demographics and which is much more than a typical manufacturer. The plan is to redevelop the Property into a high-tech small manufacturing facility for the construction of limited edition, high performance vehicles as well as a museum/touring location dedicated to these high-end vehicles. This building is expected to be a showplace and a tourist attraction, bringing 115 new jobs to Troy as well as new customers (locally, regionally and even nationally) who may want to view the old classic GT-40 automobiles or who may want to test-drive, order, view the assembly of, or pick up their new vehicle.

Personal property is not included as part of the eligible property.

H. Persons Residing

The property that is the subject of this Plan includes no persons residing thereon and so there will be zero families and individuals to be displaced. No occupied residences are designated for acquisition and/or clearance by the Authority.

I. Relocation Plan

Because there will be no persons displaced by implementation of this Plan, there is no need for a plan for establishing priority for the relocation of displaced persons.

J. Relocation Costs

Because there will be no persons displaced by implementation of this Plan, there is no need for a plan for paying the costs of the relocation of displaced persons. There is also no need for financial assistance and reimbursement of expenses in accordance with the uniform relocation assistance and real property acquisition policies act of 1970, Public Law 91-646, 84 Stat. 1894.

K. Strategy for Complying with 1972 PA 227

Because this Plan will not displace persons and will not require the acquisition of real property, there is no need for a plan for providing a relocation assistance advisory service program pursuant to 1972 PA 227.

L. Local Site Remediation Revolving Fund

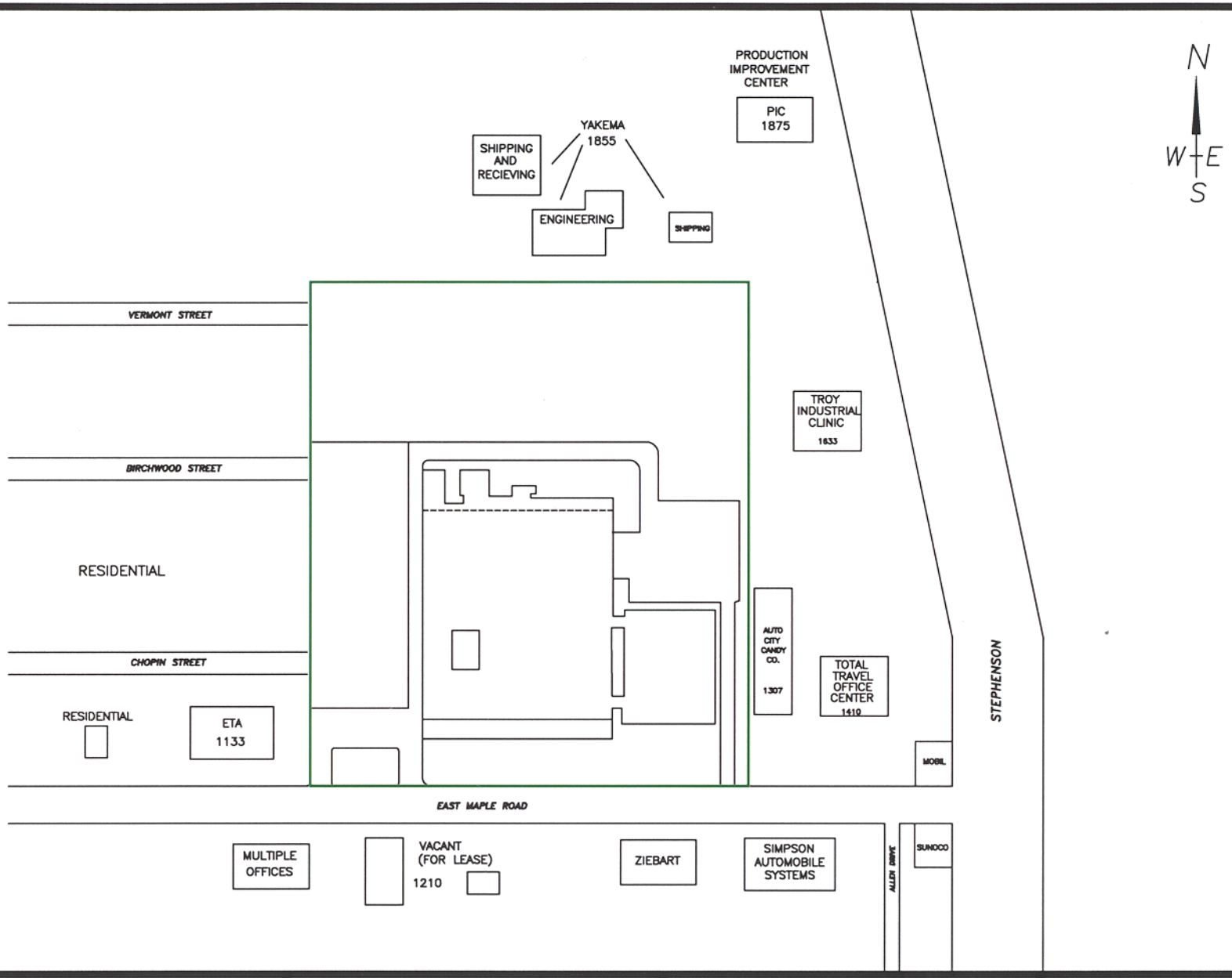
There is no proposal to use any local site remediation revolving fund with respect to the subject property.

M. Other Information

The applicant expects eligible investments to be made as follows:

Building Demolition:	$127,000
Site Improvements:	$113,000
Restoration, Alteration, Renovation and Improvement of Buildings:	$2,900,000
Addition of Machinery, Equipment & Fixtures:	$7,000,000

The plan is to redevelop the Property into a high-tech small manufacturing facility for the construction of limited edition, high performance vehicles as well as a museum/touring location dedicated to these high-end vehicles. The plan will require the redevelopment of the former manufacturing facility including new fixturing, roofing repairs, landscaping, parking lot work, repairing and renovating the façade of the building; some demolition; installation of material logistics equipment and systems; warehousing; constructing a new state-of-the art painting facility and bringing in new high-tech manufacturing equipment necessitated by such high-performance, niche vehicles.



AKTPEERLESS environmental services
22725 Orchard Lake Road, Farmington, MI, 48336
Phone: (248)615-1333 Fax: (248)615-1334

PROPERTY/SURROUNDING AREA MAP

1225 EAST MAPLE ROAD
TROY, MICHIGAN
PROJECT NUMBER : 1552F

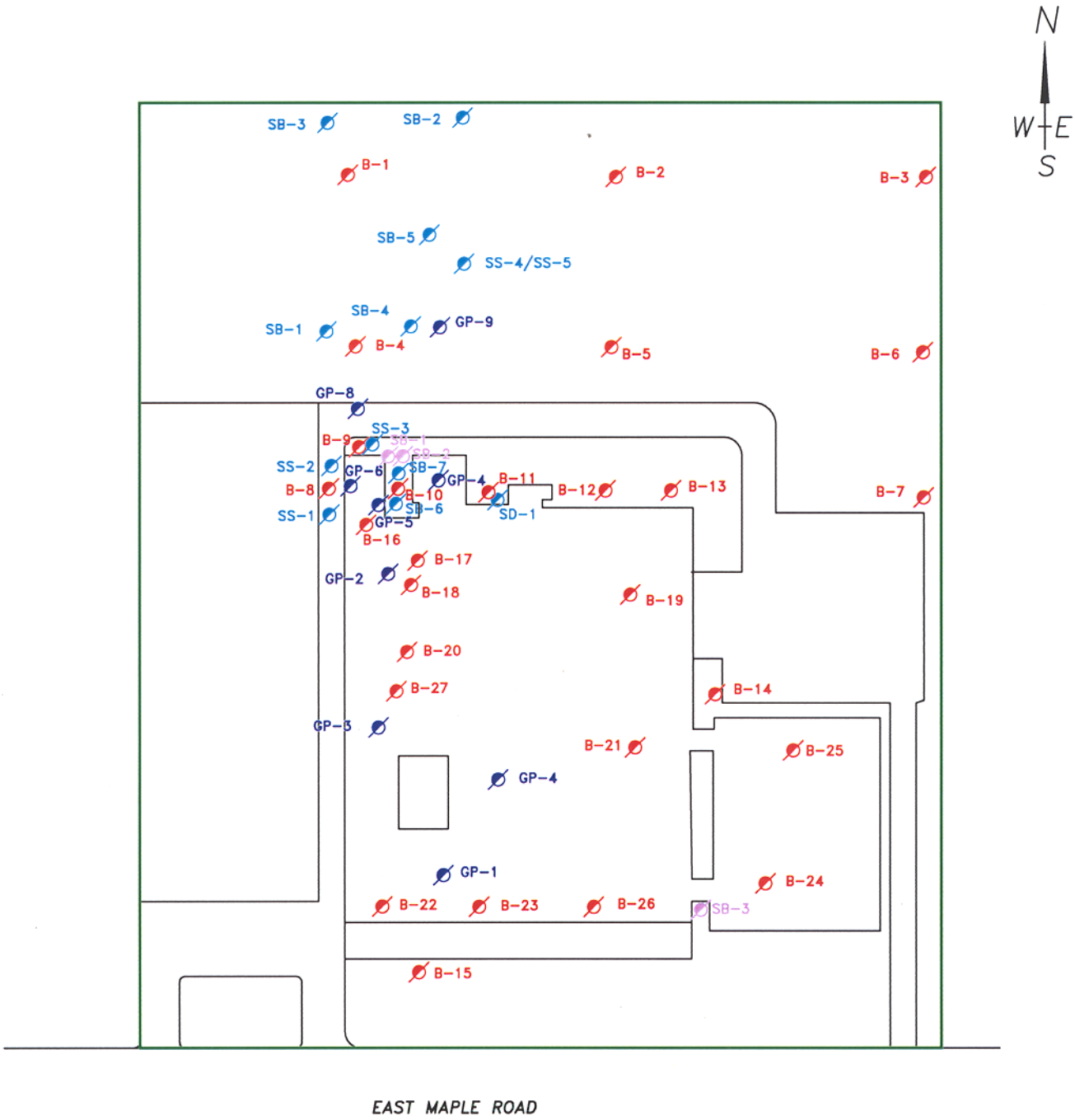
LEGEND

= PROPERTY LINE

DRAWN BY: JJB
DATE: 09-18-02

0 150' 350'
SCALE: 1"= 350'

FIGURE 1



LEGEND

- = PROPERTY BOUNDARY
- = SOIL BORING INSTALLED DURING ESC'S 3/98 SUBSURFACE INVESTIGATION
- = SOIL BORING INSTALLED DURING AKT'S 11/98 SUBSURFACE INVESTIGATION
- = SOIL BORING INSTALLED DURING ENSR'S 12/95 SUBSURFACE INVESTIGATION
- = SOIL BORING INSTALLED DURING NESA'S 03/00 SUBSURFACE INVESTIGATION

AKTPEERLESS environmental services
22725 Orchard lake Road, Farmington, MI 48336
Phone: (248)615-1333 Fax: (248)615-1334

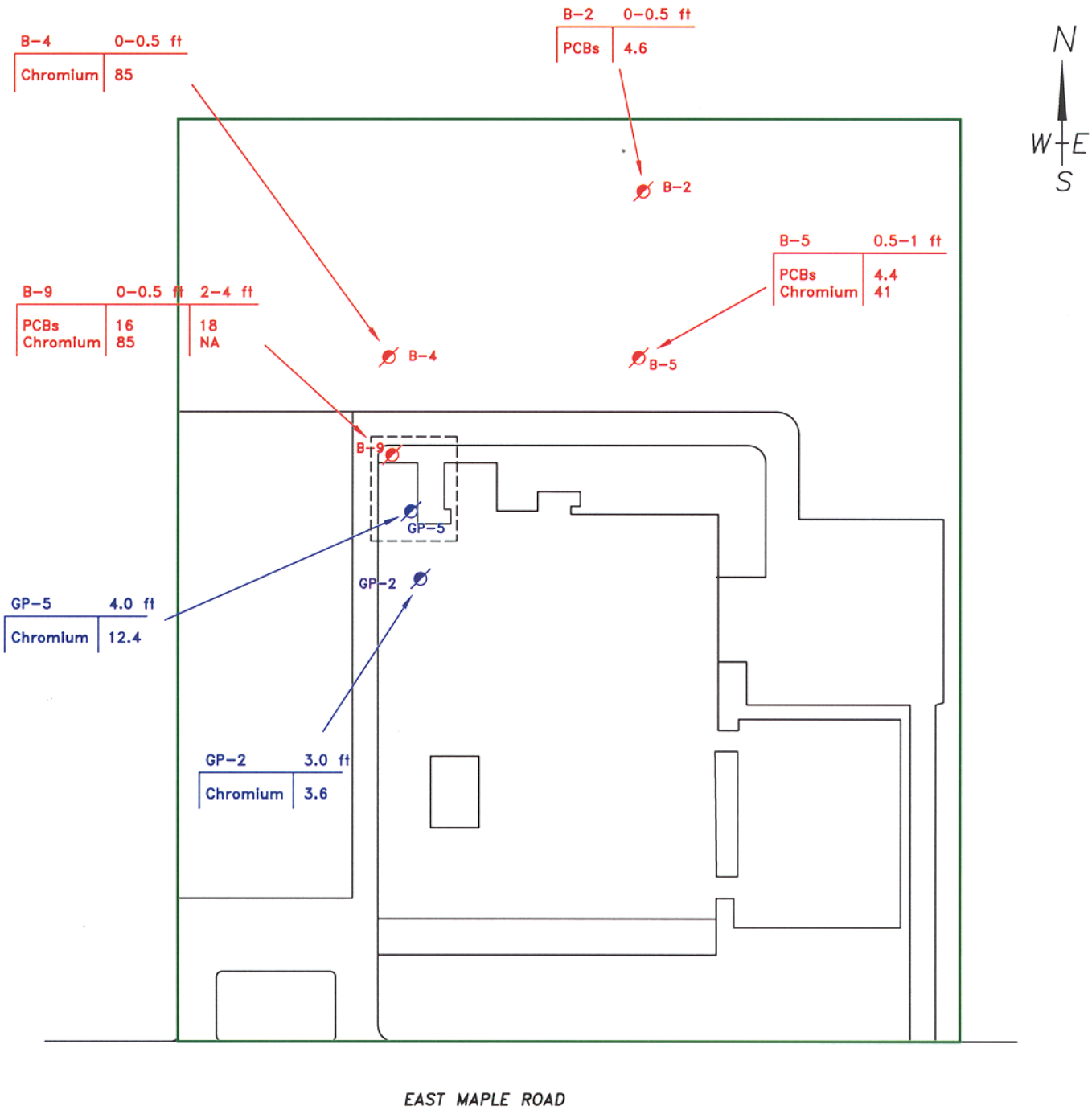
SITE MAP WITH SOIL BORING LOCATIONS

1225 EAST MAPLE ROAD
TROY, MICHIGAN
PROJECT NUMBER : 1552F

DRAWN BY: PAF
DATE: 09/13/02

0 100 200
SCALE: 1"= 200'±

FIGURE 2



LEGEND

= PROPERTY BOUNDARY

= AREA SHOWN IN FIGURE 4

= SOIL BORING INSTALLED DURING AKT'S 11/98 SUBSURFACE INVESTIGATION

= SOIL BORING INSTALLED DURING NESA'S 03/00 SUBSURFACE INVESTIGATION

Note: Soil results are in parts per million.

AKTPEERLESS environmental services
22725 Orchard lake Road, Farmington, MI 48336
Phone: (248)615-1333 Fax: (248)615-1334

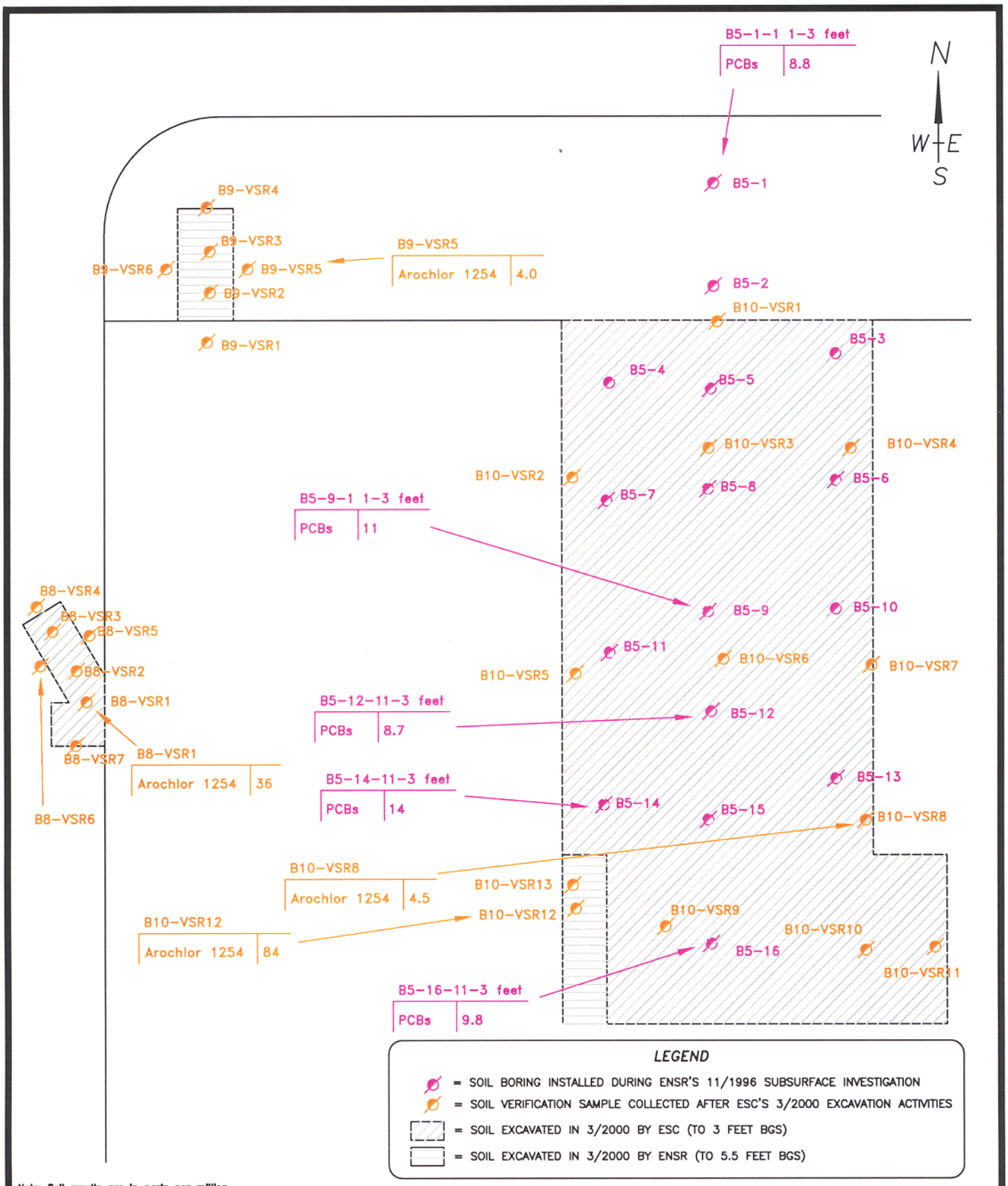
SITE MAP WITH SOIL ANALYTICAL RESULTS ABOVE MDEQ RESIDENTIAL CLEANUP CRITERIA BUT BELOW MDEQ INDUSTRIAL CLEANUP CRITERIA

1225 EAST MAPLE ROAD
TROY, MICHIGAN
PROJECT NUMBER : 1552F

DRAWN BY: PAF
DATE: 09/13/02

0 100 200
SCALE: 1"= 200'±

FIGURE 3



Note: Soil results are in parts per million.

AKTPEERLESS environmental services
22725 Orchard Lake Road, Farmington, MI 48336
Phone: (248)615-1333 Fax: (248)615-1334

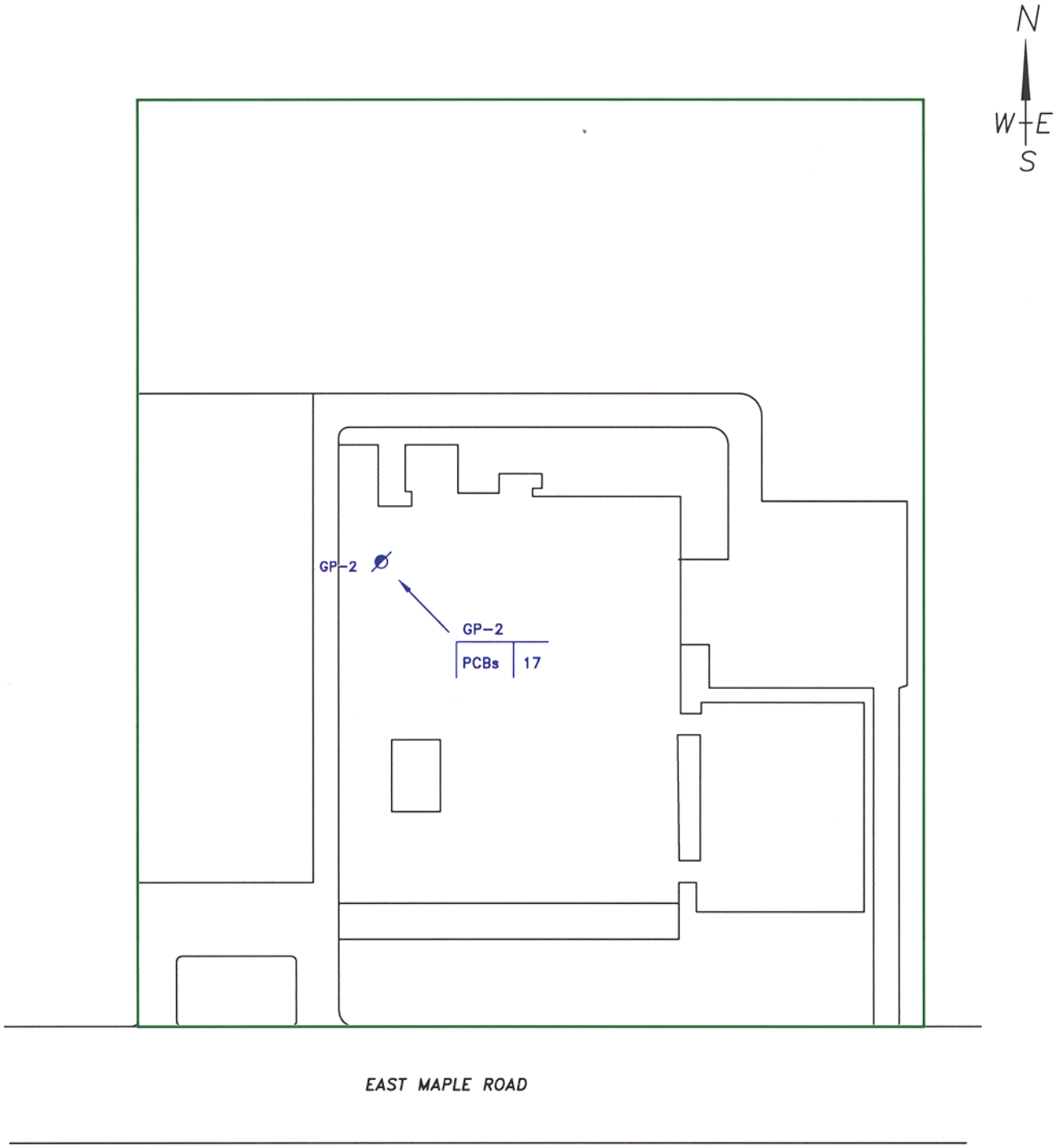
EXCAVATION MAP WITH SOIL ANALYTICAL RESULTS ABOVE MDEQ RESIDENTIAL CLEANUP CRITERIA BUT BELOW MDEQ INDUSTRIAL CLEANUP CRITERIA

1225 EAST MAPLE ROAD
TROY, MICHIGAN
PROJECT NUMBER : 1552F

DRAWN BY: PAF
DATE: 09/16/02

0 15
SCALE: 1"= 15'±

FIGURE 4



LEGEND

= PROPERTY BOUNDARY

= SOIL BORING INSTALLED DURING NESA'S 03/00 SUBSURFACE INVESTIGATION

Note: Groundwater results are in parts per billion.

AKTPEERLESS environmental services
22725 Orchard lake Road, Farmington, MI 48336
Phone: (248)615-1333 Fax: (248)615-1334

SITE MAP WITH GROUNDWATER ANALYTICAL RESULTS ABOVE APPLICABLE MDEQ RESIDENTIAL CLEANUP CRITERIA

1225 EAST MAPLE ROAD
TROY, MICHIGAN
PROJECT NUMBER : 1552F

DRAWN BY: PAF
DATE: 09/13/02

0 100 200
SCALE: 1"= 200'±

FIGURE 5

DATE: September 25, 2002

TO: The Honorable Mayor and City Council

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

SUBJECT: Public Hearing
Request for Commercial Vehicle Appeal
2887 E. Wattles Road

On August 20, 2002, information was sent to Mr. Costel Luca that identified restrictions related to commercial vehicles located on his residential property at 2887 E. Wattles. As part of that information, he was advised that the Ford box truck 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. Luca 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 October 7, 2002.

The existing home on the property has only 808 square feet of ground floor area and we have no record of any existing accessory buildings on site. The Zoning would permit up to 600 square feet of detached accessory building on this site. The owner could also construct an attached garage within the limits of the setbacks and the 30% lot coverage.

Copies of the application, site plan, aerial photograph, and photos taken by City staff are attached for your reference. Should you have any questions or require additional information, kindly advise.

RECEIVED
AUG 2 9 2007
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: COSTEL LUCA

ADDRESS: 2887 E. WATTLES RD.

CITY: TROY MI MI. ZIP: 48098 PHONE: (248) 680-7415

ADDRESS OF SITE: =SAME= Cell #(248) 765-3550

NUMBER OF VEHICLES: 1

VEHICLE IDENTIFICATION NUMBER(S)
1FDLE47F2VHB15137

LICENSE PLATE NUMBER(S) 0649AD

DESCRIPTION OF VEHICLE(S) 1- FORD E-SUPER DUTY (WHITE)

REASON FOR APPEAL (see A - D below) MY HOME DOES NOT HAVE A GARAGE, BUT IF NECCESSARY I CAN ARRANGE TO BUILD ONE WITHIN 2 YRS. I WORK WITH THE TRUCK M-SAT. 7AM-5pm (DAYTIME)

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..

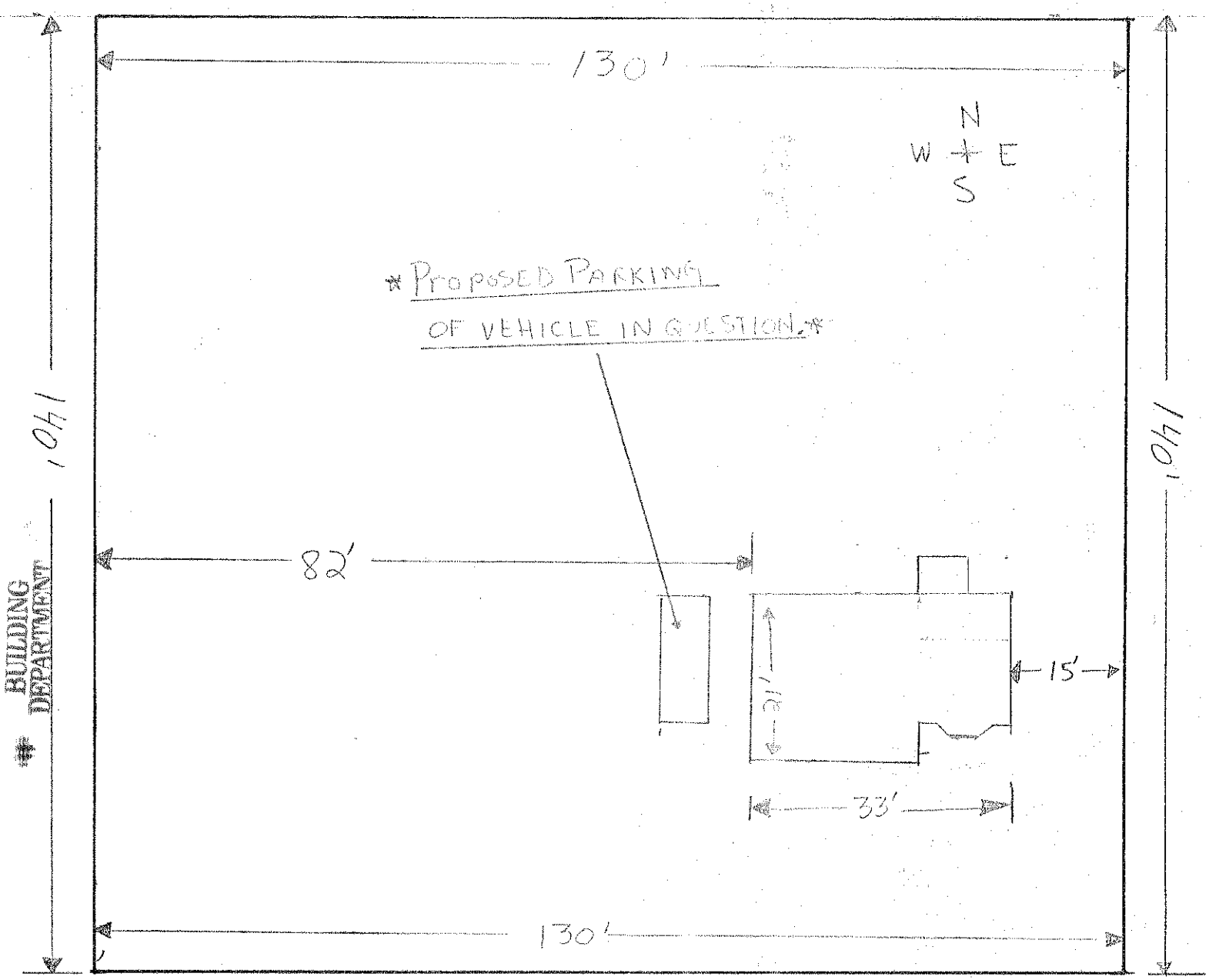
(signature of applicant)

STATE OF MICHIGAN
COUNTY OF OAKLAND

On this 29th day of August, 20 02 before me personally appeared the above named person who depose and sayeth that he/she signed this application with full knowledge of its contents and that all matters stated therein are true.

Patricia A. Gladysz
Notary Public, Macomb County, Michigan
acting in Oakland
My Commission Expires: 3-18-04

WOODED AREA



RECEIVED
AUG 29 2002
BUILDING DEPARTMENT

ADDITIONAL 27' FROM SOUTH PROPERTY LINE TO WATTLES RD.

2887 E WATTLES RD
TROY MI 48098 | SCALE: 20' = 1"
8/26/02

Budget
RATTITUR LINDKS
MADISON HEIGHTS, MI

Commercial Vehicle Appeal
2887 E. Wattles

October 1, 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 –PRELIMINARY SITE PLAN APPROVAL (SP #883) – Medical Office Building, Southeast Corner of Livernois Avenue and South Boulevard, Section 3, O-1 & R-1B

PLANNING COMMISSION RECOMMENDATION

At the Planning Commission Regular Meeting of August 13, 2002, the Planning Commission recommended that the Preliminary Site Plan be approved subject to the following:

1. The dumpster in the southeast corner of the parcel shall be screened by a dumpster enclosure. The enclosure shall be a solid wall of at least six (6) feet high on 3 sides, of suitable height to screen the dumpster, and gated.

2. A foot (5') foot wide striped barrier-free pedestrian crossing shall be provided across the entry drive north of the building, to link the sidewalks on both sides of the entry drive.

3. The acceleration lane on Livernois Avenue shall be eliminated.

4. The left/center lane on both Livernois Avenue and South Boulevard shall be extended as per the City Transportation Engineer.

5. The 23 proposed parallel parking spaces may be landbanked. The parking spaces shall be constructed in the future at the request of the City of Troy, based on a need for spaces on the property.

6. That the brick faced screen wall be brick-faced on both sides.

7. That the screen wall will not change the water flow from the properties to the south.

The applicant has revised the site plan to address all of these conditions with the exception of #7.

CITY MANAGEMENT RECOMMENDATION

City Management concurs with the Planning Commission recommendation, with the exception of condition # 7. This item will be reviewed and approved by the City Engineering Department prior to Final Site Plan Approval, to ensure that the wall does not change the existing storm water flow. Therefore, City Management recommends approval of the site plan as submitted to City Council.

GENERAL INFORMATION

Parcel History:
The use of the parcel must be consistent with the consent order and judgment of the Circuit Court for the County of Oakland of December 26, 1986, Case No. 83-265736 CZ (see attached). The consent order requires that City Council grant Preliminary and Final Site Plan Approval for the subject property.

Name of Owner / Applicant:
Al Shulin, Summit Property Management Corporation.

Location of Subject Property:
The property is located on the southeast corner of Livernois Avenue and South Boulevard, section 3.

Size of Subject Parcel:
The parcel is approximately 5.478 acres in size.

Proposed Use of Subject Parcel:
The applicant is proposing to construct a 50,000 square foot medical office building.

Current Use of Subject Property:
The parcel is presently vacant.

Current Zoning Classification:
The property is zoned O-1 Office Building and R-1B One Family Residential.

Current Use of Adjacent Parcels:
North: Animal Medical Center (City of Rochester Hills).

South: Single family residential (Meadowland Estates Subdivision).

East: Single family residential (Meadowland Estates Subdivision).

West: Val's Pet Supplies and the Meadowbrook Pre-School and Kindergarten.

Zoning Classification of Adjacent Parcels:

North: B-2 General Business and R-2 One Family Residential (City of Rochester Hills)

South: R-1B One Family Residential.

East: R-1B One Family Residential.

West: R-1B One Family Residential.

Future Land Use Designation:

The property is designated on the Future Land Use Plan as Low Rise Office.

ANALYSIS

Area and Bulk Requirements:

Lot Area:	Not applicable in the O-1 Office Building district.
Lot Width:	Not applicable in the O-1 Office Building district.
Height:	The maximum permitted height is 2 stories (as per consent order).
Setbacks:	Setbacks are controlled by the consent order, and are as follows: There shall be a minimum 70-foot building setback from the south property line. There shall be a minimum 50-foot building setback from the east property line.There shall be a minimum 30-foot front building setback from the west and north property lines.
Minimum Floor Area:	500 square feet. The applicant meets this requirement.

Off-Street Parking and Loading Requirements:

The applicant is proposing a medical office building that is 50,000 square feet in size. Section 40.21.73 requires one (1) parking space for every one hundred (100) square feet of usable floor space. For medical office buildings, usable floor area is defined as 85% of gross floor area, or 42,500 square feet. The number of required parking spaces is therefore 425 spaces. The applicant is proposing 425 spaces.

Note that 23 of the proposed spaces are parallel parking spaces. While the spaces meet the requirements of the Zoning Ordinance, parallel parking spaces are undesirable in the proposed locations. Land banking the spaces would provide a wider greenbelt area along the east and west boundaries, improving the site aesthetically. The 23 parking spaces shall be provided by the applicant in the future at the request of the City of Troy, should there be a need for the spaces.

Vehicular and Non-motorized Access:

Access to the parcel will be provided by a two-way entrance on South Boulevard and a two-way entrance on Livernois Avenue.

The City of Troy Transportation Engineer has reviewed the site plan. For two-lane major thoroughfares in the City of Troy, the requirement is a deceleration lane and a passing lane. The Transportation Engineer recommends extending the center left lanes on both Livernois Avenue and South Boulevard to the property line and tapering the lanes back to two lanes. He also recommends the deletion of the acceleration lane proposed for Livernois Avenue.

Stormwater Detention:
The applicant is proposing an on-site detention basin in the southeast corner of the property.

Natural Features and Floodplains:
There is a woodlands on the western half of the property. There are no other natural features or floodplains located on the property.

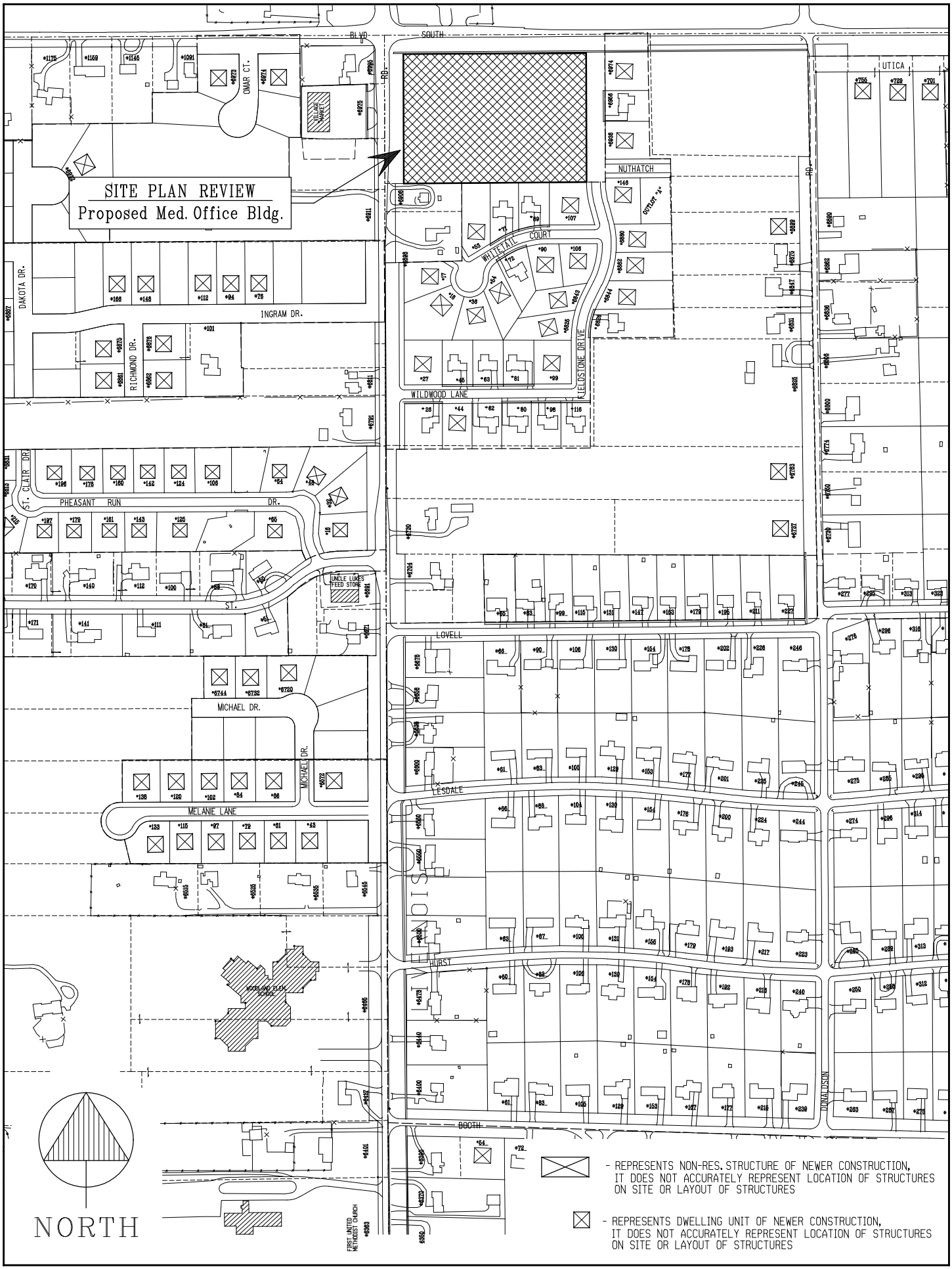
Development Standards:
The consent order requires a 6-foot brick-faced screen wall along the south property line except at the southwest corner of the property and proceeding east for 30 feet, which shall be 2 feet, 6 inches in height.

The consent order requires that there shall be a 10-foot wide greenbelt along the east property line, but no screening wall along the east property line. The Zoning Ordinance requires a 10-foot wide greenbelt along both South Boulevard and Livernois Avenue (Section 39.70.02).

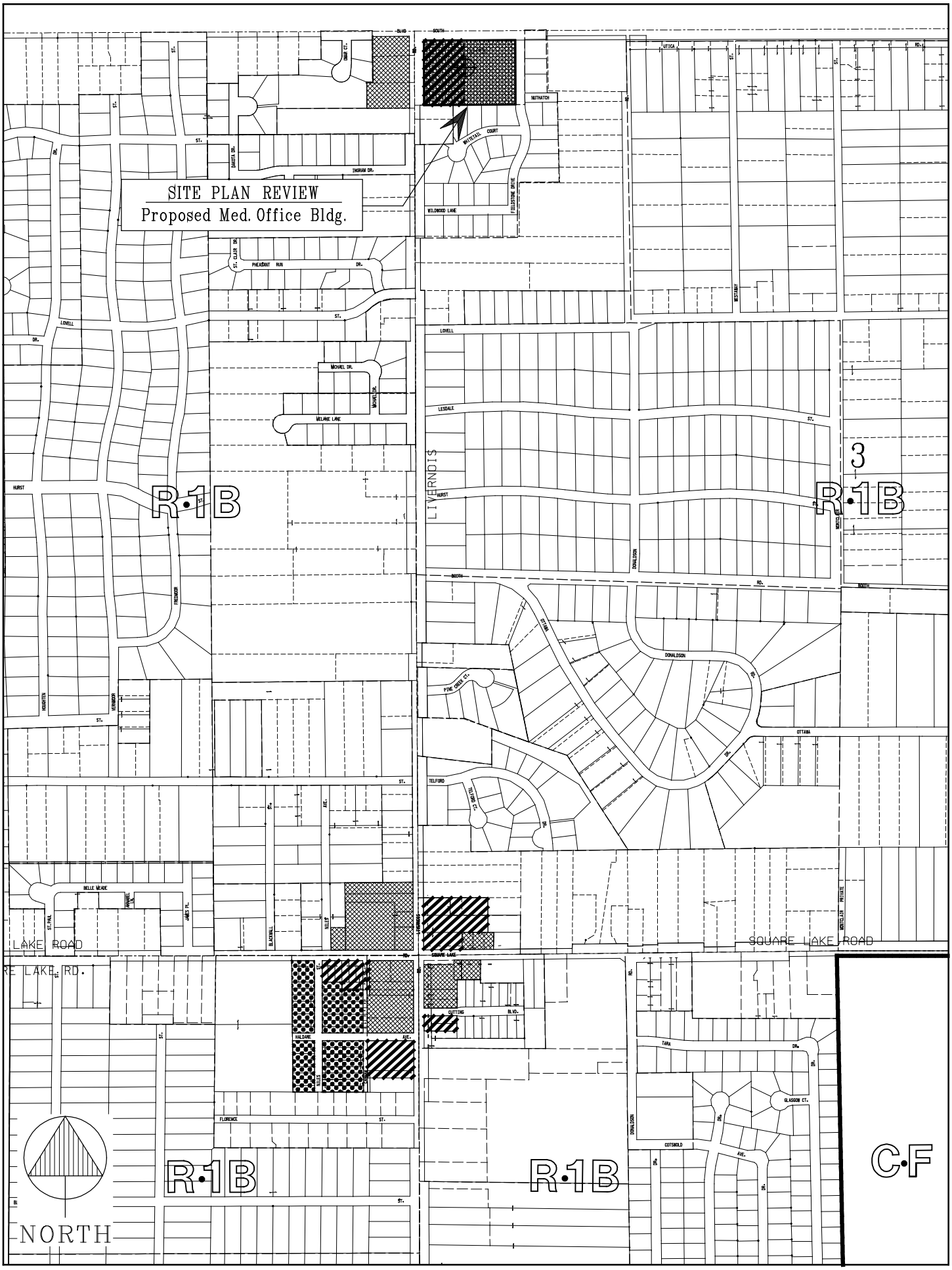
The applicant meets all landscaping requirements.

cc: Al Shulin, Summit Property Management Corporation
Planners (3)
File/S.P. # 883

SITE PLAN REVIEW
PROPOSED MEDICAL OFFICE BLDG.
W SOUTH BLVD
E SOUTH BLVD
CROOKS RD
E SQUARE LAKE RD
N ADAMS RD
W LONG LAKE RD
LIVERNOIS AVE
E LONG LAKE RD
JOHN R RD
DEQUINDRE RD
W WATTLES RD
E WATTLES RD
75
COOLIDGE HWY
W BIG BEAVER RD
E BIG BEAVER RD
75
W MAPLE RD
E MAPLE RD
E FOURTEEN MILE RD
N



SP-883 / Sec. 3 / 07-10-02


SITE PLAN REVIEW
Proposed Med. Office Bldg.
R-1B
R-1B
R-1B
R-1B
C-F
LIVERNOIS
LAKE ROAD
SQUARE LAKE ROAD
NORTH
3

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

RODNEY D. HYDUK,

Plaintiff,

v

Case No. 83-265736 CZ

CITY OF TROY, a Michigan municipal corporation,

Defendant.

Marty A. Burnstein (P11443)
Ginn, Kramer, Jacobson and Burnstein, PC
Attonreys for Plaintiff
32400 Telegraph Road, Ste. 102
Birmingham, MI 48010
(313) 646-3600

John J. Martin, III (P25888)
Attorney for Defendant
500 W. Big Beaver Road
Troy, Michigan 48084
(313) 524-3320

CONSENT ORDER AND JUDGMENT

At a session of said Court held in the Courthouse, in the City of Pontiac, Oakland County, Michigan, on: DEC 26 1986

PRESENT: HONORABLE JAMES S. THORBURN, CIRCUIT JUDGE

Plaintiff, Rodney D. Hyduk ("Hyduk") instituted this action seeking a declaratory judgment as to the constitutionality of the zoning ordinance of the City of Troy ("Troy") as applied to the real property described in Exhibit "A" ("the Land"). Hyduk claims that he is entitled to damages under 42 USC §1983. Hyduk also challenges the statutory notice by publication provisions for amending Troy's Master Land Use Plan.

The parties have entered into negotiations to compromise and settle this litigation and have stipulated to the entry of this

Consent Order and Judgment to reflect their compromise and settlement.

THIS COURT FINDS:

A. It has retained and possesses jurisdiction over this action.

B. The Land which is the subject of this Consent Judgment is described on Exhibit A attached and referred to in this Judgment as the ("Land").

C. Troy's zoning classification of the Land as O-1 and R-1B within the meaning of Chapter 39 of the Troy City Code is constitutional.

D. The dedications and improvements required in paragraphs 3 and 4 benefit the Land.

E. A sketch of the Land depicting setbacks and other specifications is attached as Exhibit B and is made a part of this Consent Order and Judgment.

F. Troy has agreed to issue to Hyduk all necessary permits to develop the Land in accordance with the terms of this Consent Order and Judgment and the sketch of the Land attached as Exhibit "B" provided Hyduk has complied with all terms herein.

G. Hyduk means Hyduk, his partners, agents, successors and assigns.

IT IS, THEREFORE, ORDERED:

1. The Land may be used for all purposes now permitted under the O-1 (Office Building) zoning classification under Chapter 39, Article XXV, §25.00.00 et seq. of the Troy City Code subject to

the terms and conditions of this Consent Orde. and Judgment and the sketch of the Land attached as Exhibit "B".

2. The following modifications and additional land use regulations shall apply to the Land:

A. There shall be a minimum 70 foot building set back from the south property line.

B. In conjunction with any building construction on the land, there shall be constructed along the south property line a 6 foot brick-faced screen wall except at the southwest corner of the Land and proceeding east for 30 feet, the wall shall be 2 feet 6 inches in height.

C. There shall be a minimum 50 foot building set back from the east property line as measured after the conveyance as provided for in paragraph 3.

D. There shall be a minimum 30 foot front building setback from the west and north property lines as measured after the conveyances as provided for in paragraph 3.

E. Any office building constructed on the Land shall not exceed 2 stories in height.

F. There shall be a 10 foot in depth greenbelt from the east property line as measured after the conveyance as provided in paragraph 3. The greenbelt shall be in accordance with Article XXXIX, §39.30.11 of Troy's Zoning Ordinance in effect on this date. The 10 foot greenbelt area shall be included and credited in determining that the landscaping requirements under the current zoning ordinance for an O-1 office development are satisfied.

G. There shall be no screening wall on the east property line although required by Article XXXIX of Troy's Zoning Ordinance.

H. Except as set forth in paragraphs A through G above, Hyduk's use, development, and occupancy of the Land shall be governed by Articles XXV, XXX and XXXIX of Troy's current zoning ordinance in effect at the time of this Judgment and attached as Exhibit "C" and Troy's Sign Ordinance, being Chapter 78, in effect at the time of this Judgment, as modified only by the provisions of this Consent Judgment, without variances.

I. Troy City Council shall have final site plan approval of all development of the Land.

3. Simultaneous with or prior to the entry of this Consent Order and Judgment, Hyduk shall cause to be dedicated and conveyed from the fee owner, by warranty deed to Troy, fee simple, lien-free title to the west 60 feet of the Land (legally described in Exhibit "D") which runs along Livernois Road so that the Livernois public right-of-way will extend 60 feet east from the west line of Section 3 to the west boundary of the Land after the conveyance; the north 60 feet of the Land (legally described in Exhibit "E") which runs along South Boulevard so that the South Boulevard public right-of-way will extend 60 feet south from the north line of Section 3 to the north boundary of the Land after the coveyance; and the east 60 feet of the Land (legally described in Exhibit "F"). After the dedications are delivered to Troy, Hyduk and the fee owner shall have no liability for maintenance, repair or construction on the dedicated

parcels (or any improvements made by Troy upon the parcels) except as otherwise provided in this Judgment. However, Hyduk shall remain liable for special assessments for improvements if any are made on the dedicated parcels, and Hyduk shall maintain or repair the dedicated parcels as provided by Troy's current ordinances, i.e. sidewalk maintenance along Livernois Road and South Boulevard and the landscaped area between the road pavement and property line as per zoning ordinance.

4. Hyduk shall construct the approach and passing lanes on Livernois Road and South Boulevard or deposit the necessary monies in accordance with Troy's general engineering requirements as uniformly applied in conjunction with any building construction on the Land.

5. Hyduk, his officers, agents, employees, assigns, and all others acting under his direction are enjoined from, in any manner, using and developing the Land in any manner not in accordance with the provisions of this Judgment.

6. The City of Troy, its officers, agents, employees, and all others acting under its direction are enjoined from, in any manner, interfering with Hyduk's use and development of the Land in accordance with the provisions of this Judgment.

7. Hyduk or his successors and assigns shall reimburse Troy for all reasonable costs incurred by Troy in defending any action which may be brought hereafter by Hyduk or his successors or assigns seeking to set aside or vacate any portion of this Consent Order and Judgment. This paragraph shall not apply to any action brought by Hyduk or his successors for the purpose of interpreting, enforcing, effectuating the intent of, or recon-

ciling any differences arising out of the terms of this Consent Judgment.

8. This Consent Order and Judgment may be amended by the written consent of the fee owner of the Land at the time of the amendment, Hyduk so long as he is the land contract vendee of the Land, and Troy. The consent of no other persons or entities shall be required for such amendment. Minor modifications consistent with the spirit of this Consent Order and Judgment may be made, without the necessity of amending this Consent Order and Judgment, as long as Troy, Hyduk (if he is the land contract vendee) and the fee owner of the land consent to such modifications.

9. In order to effectuate the intent of this Consent Order and Judgment and to reconcile any differences of the parties that may arise in connection with the performance by the parties, this Court shall retain jurisdiction of this action. The terms and conditions of this Consent Order and Judgment shall be covenants running with the Land and shall be binding upon and inure to the benefit of the successors and assigns of the parties.

10. By this Consent Order and Judgment, Hyduk, his partners, agents, successors, and assigns, waive and discharge any and all claims they or any of them may have against Troy, its officials and employees, by reason of Troy's classification of the Land as O-1 and R-1B.

11. All claims asserted in this action are dismissed with prejudice, without costs and without attorney fees to any party.

12. A certified copy of this Consent Order and Judgment shall be recorded in the Oakland County Register of Deeds with

regard to the Land described on Exhibit "A" to this Consent Order and Judgment.

JAMES S. THORBURN
Circuit Judge

Circuit Judge

A TRUE COPY
LYNN D. ALLEN
Oakland County Clerk Register of Deeds
By _____ Deputy

Rodney D. Hyduke, Plaintiff

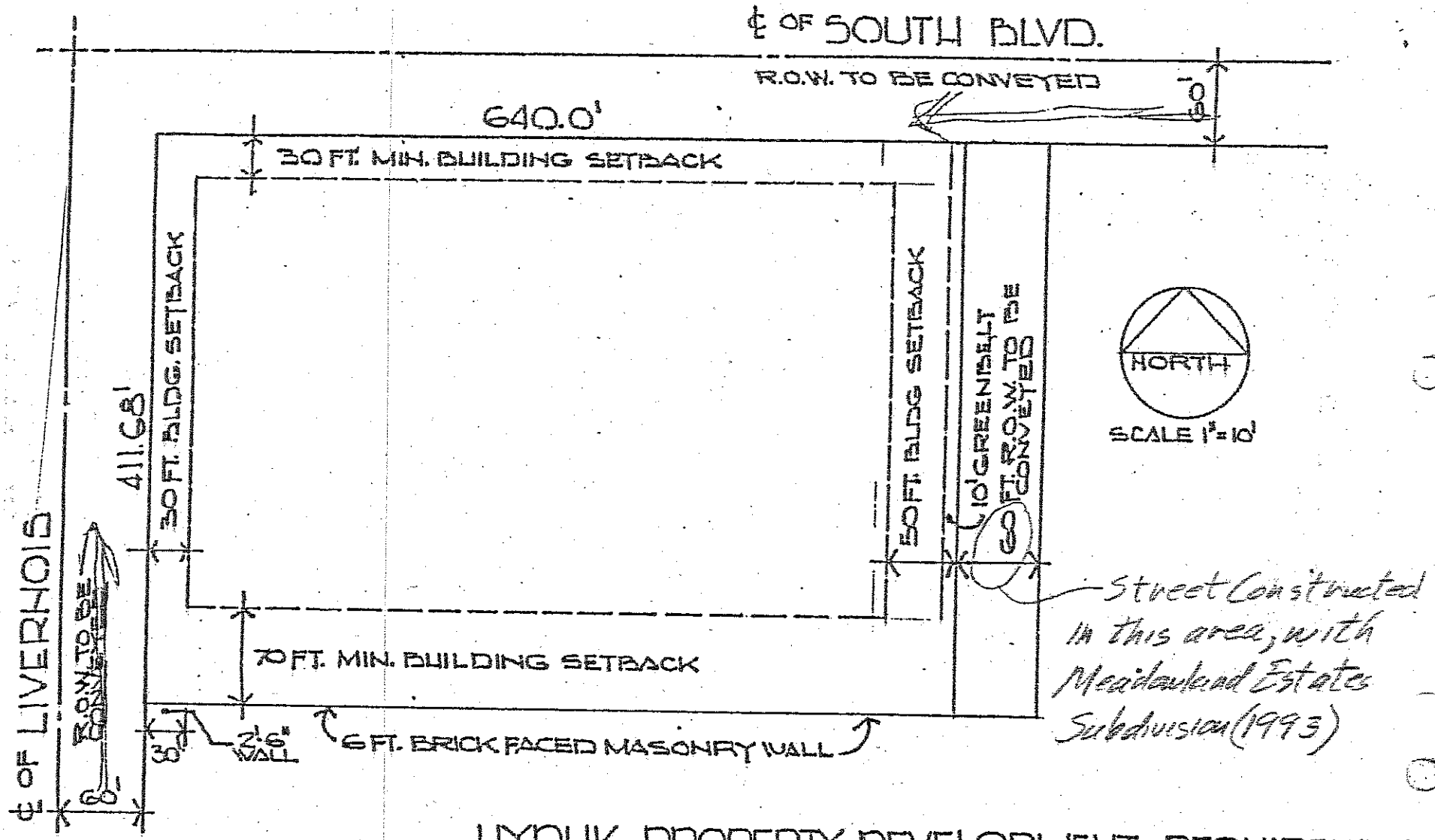
Marty A. Burnstein (P11443)
Ginn, Kramer, Jacobson &
Burnstein, PC
Attorneys for Plaintiff
32400 Telegraph Road, Ste. 102
Birmingham, Michigan 48010
(313) 646-3600

CITY OF TROY

By: _____
Richard E. Doyle, Mayor

By: _____
Kenneth L. Courtney, City Clerk

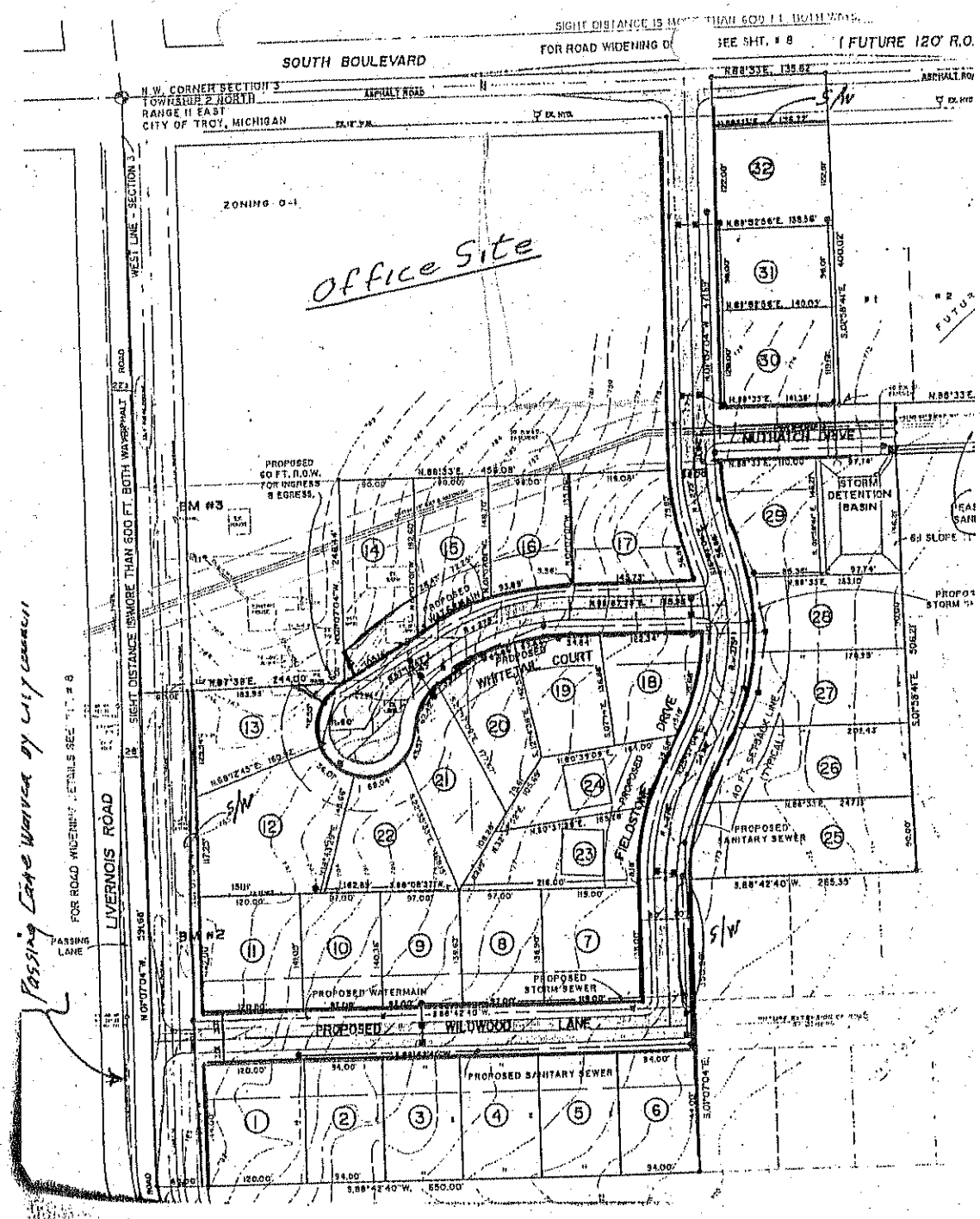
By: _____
John J. Martin, III (P25888)
Attorney for Defendant
500 W. Big Beaver Road
Troy, Michigan 48084
(313) 524-3320



HYDUK PROPERTY DEVELOPMENT REQUIREMENTS

1. RIGHTS-OF-WAY, SCREENING AND SETBACKS AS NOTED.
2. OFFICE USES AS PER O-1 DISTRICT.
3. ACCEL/DECEL AND PASSING LANES ON LIVERNOIS AND SOUTH BLVD.
4. TWO STORY HEIGHT MAXIMUM
5. SITE PLAN APPROVAL BY CITY COUNCIL

EXHIBIT "B"


SOUTH BOULEVARD
N.W. CORNER SECTION 3
TOWNSHIP 2 NORTH
RANGE 11 EAST
CITY OF TROY, MICHIGAN
ZONING O-1
Office Site
LIVERNOIS ROAD
PROPOSED WILTSHIRE COURT
PROPOSED FIELSTONE DRIVE
PROPOSED WILDWOOD LANE
PROPOSED WATERMAIN
PROPOSED STORM SEWER
PROPOSED SANITARY SEWER
STORM DETENTION BASIN
PASSING LANE
Passing Lane Waiver by City Council

1" = 200'

9. SITE PLAN REVIEW (SP-883) – Proposed Medical Office Bldg., Southeast Corner of Livernois and South Blvd., Section 3 – Consent Judgment

Mr. Savidant presented a summary on the proposed Medical Office Building, Consent Judgment.

Jim Barnas, 403 E. Grand River, Brighton, MI, stated that he had no additional comments to add to Mr. Savidant's summary.

No public comments.

RESOLUTION

Moved by Kramer Seconded by Vleck

RESOLVED, that Preliminary Site Plan Approval, pursuant to a consent judgment, for a proposed Medical Office Building, located on the southeast corner of South Boulevard and Livernois Road within section 3, within the O-1 zoning district, is hereby recommended for approval to City Council, subject to the following conditions:

1. The dumpster in the southeast corner of the parcel shall be screened by a dumpster enclosure. The enclosure shall be a solid wall of at least six (6) feet high on 3 sides, of suitable height to screen the dumpster, and gated.

2. A five foot (5') foot wide striped barrier-free pedestrian crossing shall be provided across the entry drive north of the building, to link the sidewalks on both sides of the entry drive.

3. The acceleration lane on Livernois Avenue shall be eliminated.

4. The left/center lane on both Livernois Avenue and South Boulevard shall be extended as per the City Transportation Engineer.

5. The 23 proposed parallel parking spaces may be landbanked. The parking spaces shall be constructed in the future at the request of the City of Troy, based on a need for spaces on the property.

6. That the brick faced screen wall be brick faced on both sides.

7. That the screen wall will not change the water flow from the properties to the south.

Yeas:	Nays:	Absent:
All present (6)		Littman
		Wright
		Waller

PROPOSED TWO-STORY MEDICAL OFFICE BUILDING

SITE AREA: 411.68' X 579.99' = 238,770.20 S.F.
= 5.478 ACRES (NET)

SITE ZONING: O-1 (OFFICE BUILDING)

BUILDING AREA:

GROSS = 25,000 S.F.
(2) STORIES @ 25,000 S.F. = 50,000 S.F.

PARTIAL BASEMENT (NON-LEASABLE AREA) = 14,150 S.F.

NET USABLE = 42,500 S.F.

PARKING REQUIREMENTS:

(1) SPACE PER (100) S.F. OF USABLE FLOOR SPACE

42,500 S.F. / 100 = 425 SPACES REQ.'

H.C. REQ.' = (9) PER 401-500 SPACES = 9 H.C. REQ.'

TOTAL PARKING PROVIDED:

TOTAL PROVIDED = 425 SPACES

H.C. ACCESSIBLE = 9 SPACES

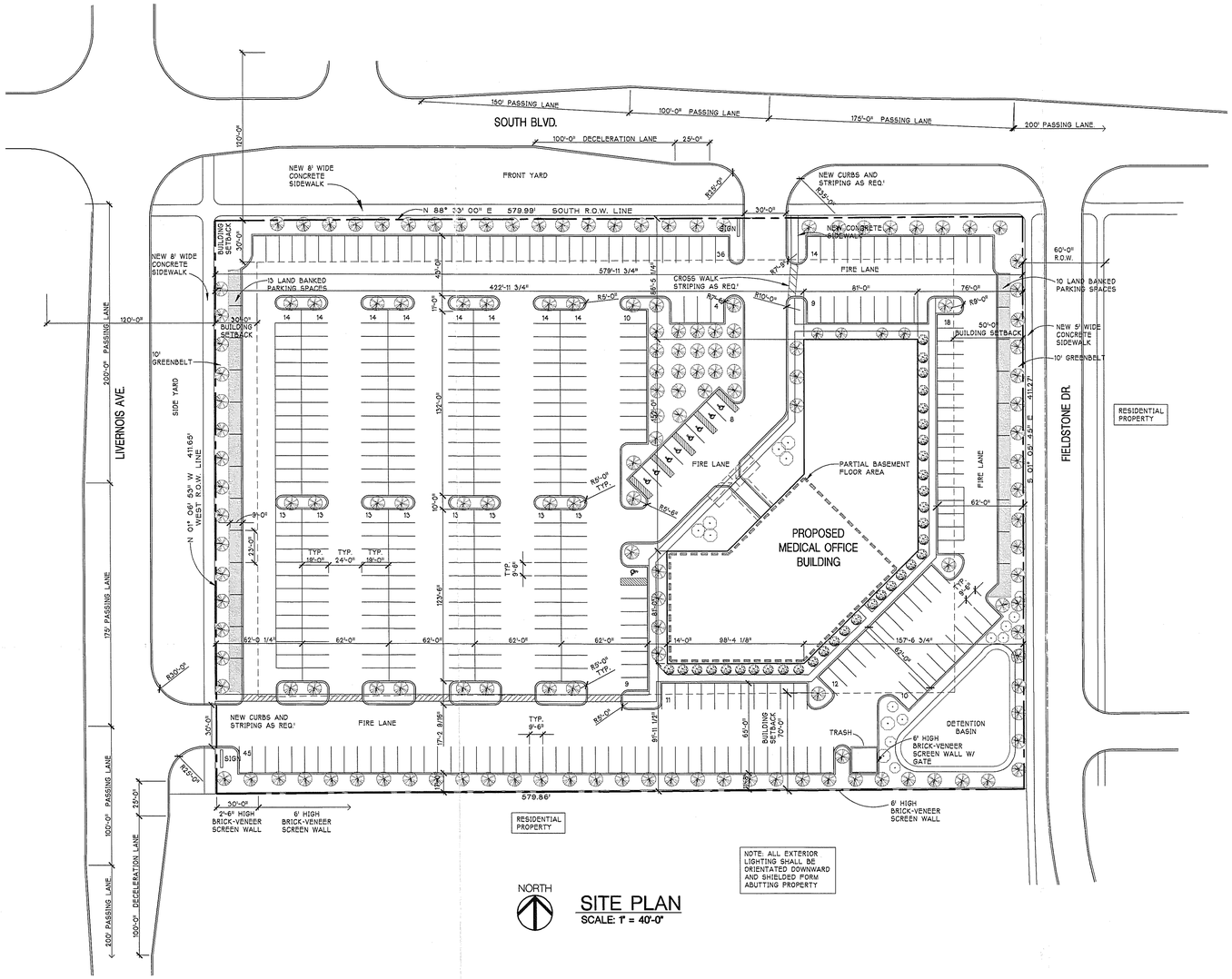
LAND BANKED = 23 SPACES

LANDSCAPING REQUIREMENTS:

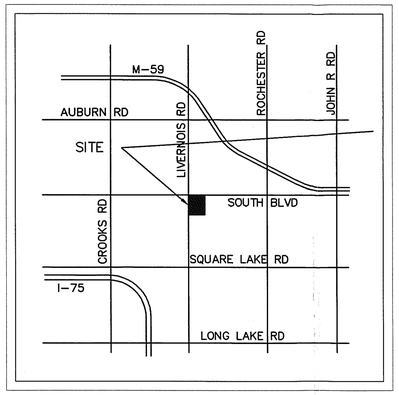
GREENBELT: (39.30.11) STRIP OF LAND 10' IN DEPTH BETWEEN ABUTTING PUBLIC STREETS AND DEVELOPMENT AREA WITH (1) TREE FOR EACH 30 LINEAL FEET

LANDSCAPING: 10% OF NET SITE AREA
NET SITE AREA: 411.65' X 579.86' =
238,699.36 S.F. X .10 = 23,869 S.F. LANDSCAPED REQ.'

LANDSCAPING PROVIDED= APPROX. 24,200 S.F. +
FRONT & SIDE YARDS



SITE PLAN
SCALE: 1" = 40'-0"



LOCATION MAP
SCALE: NTS

REVISED
AUG 26 2002
PLANNING DEPT.

SITE PLAN APPROVAL	7/24/02
SITE PLAN APPROVAL	7/9/02

DATE ISSUED

SMB
DRAWN BY

CHECKED BY

MEDICAL OFFICE BUILDING
Troy, Michigan

HOBBS + BLACK ASSOCIATES INC
Architects, Planners & Interior Designers

100 North State Street
Ann Arbor, Michigan 48104
(734) 663-4189
FAX (734) 663-1770

117 East Allegan Street
Lansing, Michigan 48933
(517) 484-4870
FAX (517) 484-1369

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CONTRACTING RESOURCES

PROJECT

CONSULTANT

SITE PLAN

SHEET TITLE

P02-003

PROJECT NUMBER

C-100

SHEET NUMBER

SITE PLAN REVIEW> MEDICAL OFFICE BLDG.
SE CORNER SOUTH BLVD. & LIVERNOIS SEC 3 (SP-883)

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CITY OF TROY
OAKLAND COUNTY MICHIGAN

0 200 400 800
Feet

October 1, 2002

To: Honorable Mayor and City Council

From: John Szerlag, City Manager
Gary Shripka, Assistant City Manager/Services
Lori Bluhm, City Attorney
Mark F. Miller, Planning Director

Subject: PUBLIC HEARING - PROPOSED ZONING ORDINANCE TEXT AMENDMENT (ZOTA 194) – Articles 10.20.08 & 34.60.00 R-1A & R-1B Open Space Preservation

RECOMMENDATION

The Planning Commission and City Management recommend approval of the Open Space Preservation provisions.

BACKGROUND INFORMATION

On December 14, 2001 House Bill No. 5029 took immediate effect, and amended the City-Village Zoning Act, PA 207 of 1921. The amendment requires the City of Troy to adopt Open Space Preservation provisions for the R-1A and R-1B Zoning Districts, by December 14, 2002. These provisions will permit property owners the option of developing all the permitted dwelling units on a portion of the property, if the balance of the property is undeveloped. The undeveloped land area shall be permanently protected with a conservation easement or other legal restriction. Such provisions can be exercised once by the land owners. These Open Space Preservation provisions are commonly known as cluster zoning or open space zoning. However, the amendment does not prescribe the typical elements of an open space zoning option.

The Planning Department, City Attorney's Office and Planning Commission worked together to draft the proposed Open Space Preservation provisions. It was decided to only address compliance with the Open Space Preservation amendment to the City and Village Zoning Act, because of the December 14, 2002 deadline. The existing CR-1 Zoning District provisions should be reviewed, but separately and at some time in the future. In addition, the basic premise of the provisions is that there should be no negative impact on existing one family neighborhoods.

Generally, cluster developments are viewed as positive, except that the City of Troy experience demonstrates concern regarding density and setbacks in relation to existing homes. Cluster developments, have generally exceeded the surrounding neighborhoods' density (units per acre), when all of the project land is used in the density calculations. Unusable areas such as regulated wetlands and roads increase unit density beyond the surrounding single family neighborhoods. The parallel plan determines the density (units

per acre), when a developer submits a typical subdivision/site condominium. Then the units can be clustered to protect open space and not negatively impact the surrounding one family neighborhoods. In addition, the cluster units are required to maintain an equivalent rear yard setback, to maintain the one family neighborhood character of the adjacent properties. It is the intent of the proposed Open Space Preservation amendment to eliminate negative impacts of cluster development and comply with state law.

Attached to this memorandum include the proposed Open Space Preservation amendment, City and Village Zoning Act amendment, Planning Commission minutes and public comment. Please feel free to contact Mark Miller, Planning Director, if you have any questions.

Attachments (7)

Cc: Mark Stimac, Director of Building and Zoning
Brent Savidant, Principal Planner
Susan Lancaster, Assistant City Attorney
file/ZOTA-194

PROPOSED ZONING ORDINANCE TEXT AMENDMENT

Open Space Preservation Option

Amend the indicated portions of the One Family Residential Districts and the Residential Development Options text in the following manner:

(Underlining, except for major section titles, denotes changes.)

10.00.00 ARTICLE X ONE FAMILY RESIDENTIAL DISTRICTS

10.20.08 The Open Space Preservation Option may be utilized in the R-1A and R-1B districts, to comply with PA 179 of 2001 (amendment to City and Village Zoning Act), subject to the requirements of Section 34.60.00.

34.00.00 ARTICLE XXXIV RESIDENTIAL DEVELOPMENT OPTIONS

34.60.00 OPEN SPACE PRESERVATION OPTION

This option may be utilized, at the developer's option, in the R-1A and R-1B One Family Residential zoning districts.

34.60.01 The following objectives shall govern the approval or disapproval of the proposed Open Space Preservation Plan:

A. To provide a more desirable living environment by preserving the natural character of the property, such as mature trees, wetlands, floodplains, topography, and open space for enjoyment by residents of the Open Space Preservation development.

B. To encourage developers to use a more creative approach in the development of residential areas.

C. To encourage a more efficient, aesthetic and desirable use of the land while recognizing a reduction in development costs and by allowing the developer to bypass natural obstacles.

D. To encourage the provision of open space so benefits may accrue directly to residents of the Open Space Preservation development and to further encourage the development of recreational facilities.

E. An Open Space Preservation development shall result in a recognizable and substantial benefit to residents of the property and to the overall quality of life in the City.

34.60.02 Application Information Requirements: The Open Space Preservation Plan

shall contain the following, in addition to the information required on a complete site plan:

A. A complete description of the land proposed to be dedicated to the city or to the common use of lot owners (herein called dedicated open space) shall be provided, including the following:

1. Legal description of dedicated open space, including dedicated easements.
2. Topographical survey of dedicated open space.
3. Types of soil in dedicated open space.
4. Description of natural features on dedicated open space.
5. Other relevant information necessary to show that the proposed development qualifies for approval as an Open Space Preservation development.

B. The proposed plan of development of the dedicated open space shall be submitted with the application and shall include the following:

1. The proposed manner in which the title to land and facilities is to be held by the owners of land in the Open Space Preservation development.
2. The proposed manner of regulating the use of the common facilities and areas so as to eliminate possible nuisances to other property owners and cause for enforcement by the city.
3. The proposed uses of dedicated open space and the proposed improvements to be constructed by the proprietor.

34.60.03 Eligibility Criteria: To qualify for the Open Space Preservation Option, the Planning Commission shall determine that all of the following conditions are present:

A. The land is zoned for R-1A or R-1B residential development.

B. The percentage of land area specified in Section 34.60.06.A below must remain in a perpetually undeveloped state.

C. The Open Space Preservation site shall be under the control of one owner or group of owners acting jointly and shall be capable of being planned and developed as one integral unit.

34.60.04 Dwelling Unit Density:

A. The number of dwelling units allowable within the Open Space Development shall be determined through the preparation of a "parallel plan".

1. The applicant shall prepare a parallel plan for the project that is consistent with State, County and City requirements and design criteria for a tentative preliminary plat or unplatted site condominium. The parallel plan shall meet all standards for lot /unit size, lot/unit width and setbacks as normally required for the applicable one family zoning district.

2. The City shall review the design and determine the number of lots that could be developed following the parallel plan. This number shall be the maximum number of dwelling units allowable in the Open Space Preservation development.

34.60.05 Regulatory Flexibility: To comply with the "open space preservation" provisions of the City and Village Zoning Act, the City may permit specific departures from the requirements of the Zoning Ordinance for yards and lots as a part of the approval process. The applicant may cluster the dwellings on smaller lots, provided the following:

A. Overall density shall not exceed the number determined in the parallel plan.

B. Setback provisions shall remain, except:

1. Front yard setbacks may be reduced to not less than 25 feet.

2. Rear yard setbacks shall be equal to or exceed the rear yard setback requirements for adjacent residential zoning districts.

3. The side yard setback for buildings within the development may be reduced to permit buildings not less than 20 feet from one another.

C. All regulations applicable to parking and loading, general provisions, and other requirements shall be met.

D. The permitted uses shall be restricted to single family detached residential development, residential accessory structures, and non-commercial recreation uses.

34.60.06 Open Space Requirements:

A. Minimum Requirements: An Open Space Preservation development shall maintain a minimum of twenty percent (20%) of the gross area of the site as dedicated open space which shall remain perpetually in an

undeveloped state by means of one of the tools included in Section E below. As used in this section, "undeveloped state" means a natural state preserving natural resources, natural features, or scenic or wooded conditions; open space; or a similar use or condition. Land in an undeveloped state does not include a golf course but may include a recreational trail, picnic area, children's play area, greenway, or linear park. As used in this section, the term "greenway" shall mean a contiguous or linear open space, including habitats, wildlife corridors, and trails that link parks, nature reserves, cultural features, or historic sites with each other, for recreational and conservation purposes. Land in an undeveloped state may be, but is not required to be, dedicated to the use of the public. Except as noted in Section E below, any land area maintained in an undeveloped state within the boundaries of the site meeting the open space standards herein may be included as required open space. A minimum of fifty percent (50%) of the minimum required open space shall be upland area that is accessible to all residents of the Open Space Preservation development or the City of Troy.

B. Common Open Space: Common open space, other common properties and facilities, individual properties, and all other elements of a Open Space Preservation district shall be so planned that they will achieve a unified open space, community green or plaza and recreation area system, with open space and all other elements in appropriate locations, suitably related to each other, the site and surrounding lands. All land within a development that is not devoted to a residential unit, an accessory use, vehicle access, vehicle parking, a roadway, or an approved land improvement, shall be permanently set aside as common land for community use, recreation or conservation.

C. Areas Not Considered Open Space: The following land areas are not included as dedicated open space for the purposes of this Section:

1. Area proposed as single family residential lots.

2. Area proposed as limited common elements of condominium developments, or land within a condominium development, which is convertible to general common elements that will not remain in a perpetually undeveloped state or land convertible to limited common elements.

3. The area of any street right-of-way or equivalent private road easement.

D. Location of Open Space: Common open space shall be planned in locations generally visible and accessible to all residing within the Open Space Development. The common open space may be centrally located along the road frontage of the development, located

to preserve significant natural features, or located to connect open spaces throughout the development.

E. Protection of Open Space

1. The dedicated open space shall be set aside by the developer through an irrevocable conveyance that is found acceptable to the City, such as: recorded deed restrictions, restrictive covenants, or conservation easements, plat dedication, or other legal means that run with the land. As used in this section, the phrase "conservation easement" means an interest in land that provides limitation on the use of land or a body of water or requires or prohibits certain acts on or with respect to the land or body of water, whether or not the interest is stated in the form of a restriction, easement, covenant, or condition in a deed, will or other instrument executed by or on behalf of the owner of the land or body of water or in an order of taking, which interest is appropriate to retaining or maintaining the land or body of water, including improvements on the land or body of water, predominantly in its natural, scenic, or open condition, or in an agricultural, farming, open space, or forest use, or similar use or condition.

2. Such conveyance shall assure that the open space will be protected from all forms of development, except as shown on an approved site plan, and shall never be changed to another use. Such conveyance shall:

a. Indicate the proposed allowable use(s) of the dedicated open space.

b. The dedicated open space shall forever remain open space, subject only to uses authorized by state law and approved by the City on the approved site plan or subdivision plat. Open space may include a recreational trail, children's play area, greenway or linear park.

CITY AND VILLAGE ZONING ACT (EXCERPT)
Act 207 of 1921

125.584f Qualified city or village zoning ordinances; option of landowner to develop land zoned for residential development; requirements; limitations; "qualified city" or "qualified village" defined; zoning ordinance provisions cited as "open space preservation."

Sec. 4f. (1) Subject to subsection (4) and the right of referendum if provided by charter, beginning 1 year after the effective date of the amendatory act that added this section, each qualified city or qualified village shall provide in its zoning ordinance that land zoned for residential development may be developed, at the option of the landowner, with the same number of dwelling units on a portion of the land specified in the zoning ordinance, but not more than 80%, that, as determined by the city or village, could otherwise be developed, under existing ordinances, laws, and rules, on the entire land area, if all of the following apply:

(a) The land is zoned at a density equivalent to 2 or fewer dwelling units per acre, or, if the land is served by a public sewer system, 3 or fewer dwelling units per acre.

(b) A percentage of the land area specified in the zoning ordinance, but not less than 20%, will remain perpetually in an undeveloped state by means of a conservation easement, plat dedication, restrictive covenant, or other legal means that runs with the land, as prescribed by the zoning ordinance.

(c) The development does not depend upon the extension of a public sewer or public water supply system, unless development of the land without the exercise of the option provided by this subsection would also depend upon such an extension.

(d) The option provided pursuant to this subsection has not previously been exercised with respect to that land.

(2) After a landowner exercises the option provided pursuant to subsection (1), the land may be rezoned accordingly.

(3) The development of land under subsection (1) is subject to other applicable ordinances, laws, and rules, including rules relating to suitability of groundwater for on-site water supply for land not served by public water and rules relating to suitability of soils for on-site sewage disposal for land not served by public sewers.

(4) Subsection (1) does not apply to a qualified city or qualified village if both of the following requirements are met:

(a) Since October 1, 2001, the city or village has had in effect a zoning ordinance provision providing for both of the following:

(i) Land zoned for residential development may be developed, at the option of the landowner, with the same number of dwelling units on a portion of the land that, as determined by the city or village, could otherwise be developed, under existing ordinances, laws, and rules, on the entire land area.

(ii) If the landowner exercises the option provided by subparagraph (i), the portion of the land not developed will remain perpetually in an undeveloped state by means of a conservation easement, plat dedication, restrictive covenant, or other legal means that runs with the land.

(b) On or before the enactment date of the amendatory act that added this section, a landowner exercised the option provided under the zoning ordinance provision referred to in subdivision (a) with at least 20% of the land area remaining perpetually in an undeveloped state.

(5) As used in this section, "qualified city" or "qualified village" means a city or village, respectively, that meets all of the following requirements:

(a) Has adopted a zoning ordinance.

(b) Has a population of 1,800 or more.

(c) Has land that is not developed and that is zoned for residential development at a density described in subsection (1)(a).

(6) The zoning ordinance provisions required by subsection (1) shall be known and may be cited as the "open space preservation" provisions of the zoning ordinance.

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History: Add. 2001, Act 179, Imd. Eff. Dec. 15, 2001.

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CITY AND VILLAGE ZONING ACT (EXCERPT)
Act 207 of 1921

125.600 Definitions; short title.

Sec. 20. (1) As used in this act:

(a) "Agricultural land" means substantially undeveloped land devoted to the production of plants and animals useful to humans, including forage and sod crops; grains, feed crops, and field crops; dairy products; poultry and poultry products; livestock, including breeding and grazing of cattle, swine, and similar animals; berries; herbs; flowers; seeds; grasses; nursery stock; fruits; vegetables; Christmas trees; and other similar uses and activities.

(b) "Airport" means an airport licensed by the Michigan department of transportation, bureau of aeronautics under section 86 of the aeronautics code of the state of Michigan, 1945 PA 327, MCL 259.86.

(c) "Airport approach plan" means a plan, or an amendment to a plan, adopted under section 12 of the airport zoning act, 1950 (Ex Sess) PA 23, MCL 259.442, and filed with the commission appointed to recommend zoning regulations for the city or village under section 151 of the aeronautics code of the state of Michigan, 1945 PA 327, MCL 259.151.

(d) "Airport layout plan" means a plan, or an amendment to a plan, that shows current or proposed layout of an airport, that is approved by the Michigan aeronautics commission, and that is filed with the commission appointed to recommend zoning regulations for the city or village under section 151 of the aeronautics code of the state of Michigan, 1945 PA 327, MCL 259.151.

(e) "Airport manager" means that term as defined in section 10 of the aeronautics code of the state of Michigan, 1945 PA 327, MCL 259.10.

(f) "Airport zoning regulations" means airport zoning regulations under the airport zoning act, 1950 (Ex Sess) PA 23, MCL 259.431 to 259.465, for an airport hazard area that lies in whole or part in the area affected by a zoning ordinance under this act.

(g) "Conservation easement" means that term as defined in section 2140 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.2140.

(h) "Development rights" means the rights to develop land to the maximum intensity of development authorized by law.

(i) "Development rights ordinance" means an ordinance, which may comprise part of a zoning ordinance, adopted under section 13.

(j) "Greenway" means a contiguous or linear open space, including habitats, wildlife corridors, and trails, that link parks, nature reserves, cultural features, or historic sites with each other, for recreation and conservation purposes.

(k) "Intensity of development" means the height, bulk, area, density, setback, use, and other similar characteristics of development.

(l) "Other eligible land" means land that has a common property line with agricultural land from which development rights have been purchased and that is not divided from that agricultural land by a state or federal limited access highway.

(m) "PDR program" means a program under section 14 for the purchase of development rights by a city or village.

(n) "Undeveloped state" means a natural state preserving natural resources, natural features, or scenic or wooded conditions; agricultural use; open space; or a similar use or condition. Land in an undeveloped state does not include a golf course but may include a recreational trail, picnic area, children's play area, greenway, or linear park. Land in an undeveloped state may be, but is not required to be, dedicated to the use of the public.

(2) This act shall be known and may be cited as the "city and village zoning act".

History: Add. 1996, Act 571, Eff. Mar. 31, 1997;—Am. 2000, Act 383, Imd. Eff. Jan. 2, 2001;—Am. 2001, Act 179, Imd. Eff. Dec. 15, 2001.

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9. PUBLIC HEARING - PROPOSED ZONING ORDINANCE TEXT AMENDMENT (ZOTA 194) – Articles 10.20.08 & 34.60.00 R-1A & R-1B Open Space Preservation

Public hearing opened and closed.

RESOLUTION

Moved by Littman Seconded by Storrs

RESOLVED, that the Planning Commission hereby recommends to the City Council that the Articles 10.20.08 & 34.60.00 R-1A & R-1B Open Space Preservation, of the Zoning Ordinance to read as follows:

(Underlining, except for major section titles, denotes changes.)

10.00.00 ARTICLE X ONE FAMILY RESIDENTIAL DISTRICTS

10.20.08 The Open Space Preservation Option may be utilized in the R-1A and R-1B districts, to comply with PA 179 of 2001 (amendment to City and Village Zoning Act), subject to the requirements of Section 34.60.00.

34.00.00 ARTICLE XXXIV RESIDENTIAL DEVELOPMENT OPTIONS

34.60.00 OPEN SPACE PRESERVATION OPTION

This option may be utilized, at the developer's option, in the R-1A and R-1B One Family Residential zoning districts.

34.60.01 The following objectives shall govern the approval or disapproval of the proposed Open Space Preservation Plan:

A. To provide a more desirable living environment by preserving the natural character of the property, such as mature trees, wetlands, floodplains, topography, and open space for enjoyment by residents of the Open Space Preservation development.

B. To encourage developers to use a more creative approach in the development of residential areas.

C. To encourage a more efficient, aesthetic and desirable use of the land while recognizing a reduction in development costs and by allowing the developer to bypass natural obstacles.

D. To encourage the provision of open space so benefits may accrue directly to residents of the Open Space Preservation development and to further encourage the development of recreational facilities.

E. An Open Space Preservation development shall result in a recognizable and substantial benefit to residents of the property and to the overall quality of life in the City.

34.60.02 Application Information Requirements: The Open Space Preservation Plan shall contain the following, in addition to the information required on a complete site plan:

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1. Legal description of dedicated open space, including dedicated easements.
2. Topographical survey of dedicated open space.
3. Types of soil in dedicated open space.
4. Description of natural features on dedicated open space.
5. Other relevant information necessary to show that the proposed development qualifies for approval as an Open Space Preservation development.

B. The proposed plan of development of the dedicated open space shall be submitted with the application and shall include the following:

1. The proposed manner in which the title to land and facilities is to be held by the owners of land in the Open Space Preservation development.
2. The proposed manner of regulating the use of the common facilities and areas so as to eliminate possible nuisances to other property owners and cause for enforcement by the city.
3. The proposed uses of dedicated open space and the proposed improvements to be constructed by the proprietor.

34.60.03 Eligibility Criteria: To qualify for the Open Space Preservation Option, the Planning Commission shall determine that all of the following conditions are present:

A. The land is zoned for R-1A or R-1B residential development.

B. The percentage of land area specified in Section 34.60.06.A below must remain in a perpetually undeveloped state.

C. The Open Space Preservation site shall be under the control of one owner or group of owners acting jointly and shall be capable of being planned and developed as one integral unit.

34.60.04 Dwelling Unit Density:

A. The number of dwelling units allowable within the Open Space Development shall be determined through the preparation of a "parallel plan".

1. The applicant shall prepare a parallel plan for the project that is consistent with State, County and City requirements and design criteria for a tentative preliminary plat or unplatted site condominium. The parallel plan shall meet all standards for lot /unit size, lot/unit width and setbacks as normally required for the applicable one family zoning district.

2. The City shall review the design and determine the number of lots that could be developed following the parallel plan. This number shall be the maximum number of dwelling units allowable in the Open Space Preservation development.

34.60.05 Regulatory Flexibility: To comply with the "open space preservation" provisions of the City and Village Zoning Act, the City may permit specific departures from the requirements of the Zoning Ordinance for yards and lots as a part of the approval process. The applicant may cluster the dwellings on smaller lots, provided the following:

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B. Setback provisions shall remain, except:

1. Front yard setbacks may be reduced to not less than 25 feet.

2. Rear yard setbacks shall be equal to or exceed the rear yard setback requirements for adjacent residential zoning districts.

3. The side yard setback for buildings within the development may be reduced to permit buildings not less than 20 feet from one another.

C. All regulations applicable to parking and loading, general provisions, and other requirements shall be met.

D. The permitted uses shall be restricted to single family detached residential development, residential accessory structures, and non-commercial recreation uses.

34.60.06 Open Space Requirements:

A. Minimum Requirements: An Open Space Preservation development shall maintain a minimum of twenty percent (20%) of the gross area of the site as dedicated open space which shall remain perpetually in an undeveloped state by means of one of the tools included in Section E below. As used in this section, "undeveloped state" means a natural state preserving natural resources, natural features, or scenic or wooded conditions; open space; or a similar use or condition. Land in an undeveloped state does not include a golf course but may include a recreational trail, picnic area, children's play area, greenway, or linear park. As used in this section, the term "greenway" shall mean a contiguous or linear open space, including habitats, wildlife corridors, and trails that link parks, nature reserves, cultural features, or historic sites with each other, for recreational and conservation purposes. Land in an undeveloped state may be, but is not required to be, dedicated to the use of the public. Except as noted in Section E below, any land area maintained in an undeveloped state within the boundaries of the site meeting the open space standards herein may be included as required open space. A minimum of fifty percent (50%) of the minimum required open space shall be upland area that is accessible to all residents of the Open Space Preservation development or the City of Troy.

B. Common Open Space: Common open space, other common properties and facilities, individual properties, and all other elements of a Open Space Preservation district shall be so planned that they will achieve a unified open space, community green or plaza and recreation area system, with open space and all other elements in appropriate locations, suitably related to each other, the site and surrounding lands. All land within a development that is not devoted to a residential unit, an accessory use, vehicle access, vehicle parking, a roadway, or an approved land improvement, shall be permanently set aside as common land for community use, recreation or conservation.

C. Areas Not Considered Open Space: The following land areas are not included as dedicated open space for the purposes of this Section:

1. Area proposed as single family residential lots.

2. Area proposed as limited common elements of condominium developments, or land within a condominium development, which is convertible to general common elements that will not remain in a perpetually undeveloped state or land convertible to limited common elements.

3. The area of any street right-of-way or equivalent private road easement.

D. Location of Open Space: Common open space shall be planned in locations generally visible and accessible to all residing within the Open Space Development. The common open space may be centrally located along the road frontage of the development, located to preserve significant natural features, or located to connect open spaces throughout the development.

E. Protection of Open Space

1. The dedicated open space shall be set aside by the developer through an irrevocable conveyance that is found acceptable to the City, such as: recorded deed restrictions, restrictive covenants, or conservation easements, plat dedication, or other legal means that run with the land. As used in this section, the phrase "conservation easement" means an interest in land that provides limitation on the use of land or a body of water or requires or prohibits certain acts on or with respect to the land or body of water, whether or not the interest is stated in the form of a restriction, easement, covenant, or condition in a deed, will or other instrument executed by or on behalf of the owner of the land or body of water or in an order of taking, which interest is appropriate to retaining or maintaining the land or body of water, including improvements on the land or body of water, predominantly in its natural, scenic, or open condition, or in an agricultural, farming, open space, or forest use, or similar use or condition.

2. Such conveyance shall assure that the open space will be protected from all forms of development, except as shown on an approved site plan, and shall never be changed to another use. Such conveyance shall:

a. Indicate the proposed allowable use(s) of the dedicated open space.

b. The dedicated open space shall forever remain open space, subject only to uses authorized by state law and approved by the City on the approved site plan or

subdivision plat. Open space may include a recreational trail, children's play area, greenway or linear park.

Yeas:	Nays:	Absent:
All present (8)		Vleck

MOTION CARRIED

7. OPEN SPACE PRESERVATION AMENDMENT

Discussions were held by the Commission on the proposed Zoning Ordinance Text Amendment Open Space Preservation Amendment. It was agreed that the Commission is ready to move forward.

Mr. Waller commented that Open Space should be put on GIS.

6. ORDINANCE REVISION DISCUSSION (ZOTA 194) – Residential Development Options - Open Space Preservation

Mr. Chamberlain asked if there were any comments regarding the draft ordinance.

Ms. Lancaster stated that she thought it was good although she questioned C.4 saying it leaves too much discretion under C and that we may not want to put it under C. It may be better to put it under A.

Mr. Chamberlain stated that C.4 becomes A.5.

Ms. Lancaster stated that under State Law, once a land owner uses this, they can no longer use it again. Once the property owner chooses to use this on a specific parcel, he can no longer make any further requests.

Mr. Miller stated that we should clarify what kinds of condominiums are permitted and asked the Commission if they wanted detached condominiums exclusively.

Mr. Chamberlain asked, can we change State Law?

Ms. Lancaster stated that State Law doesn't really address the types of structures permitted.

Mr. Miller stated that maybe we should find a new location for that requirement. Move second sentence in C.1 to 4.e.

Mr. Chamberlain asked does this take care of our deadline in December with the City?

Mr. Miller replied, yes.

Mr. Starr asked, does the State Law require any minimum size?

Mr. Miller replied, no it doesn't. We need to address that minimum amount of area preserved; 20% of the open space.

Ms. Lancaster stated that this is the developer's choice by ownership.

Mr. Littman stated that 20% is fine with him. Is that what the State specifies. If we want, can we make it 30% or 40%?

Mr. Miller answered, yes. Further, the number of units per acre with or without sewers, in relation to the State Law, dictates only the R-1A and R-1B zoning districts are affected by this State Law and Amendment.

Mr. Chamberlain stated we will see this again in two (2) weeks and will then set up a public hearing for our regular meeting in September.

9. UNIFIED SITE DEVELOPMENT OVERLAY DISTRICT - Corrected OPEN SPACE PRESERVATION

Mr. Chamberlain stated that what we got in this package is wrong. We've got to get in front of City Council, the Cluster, and hopefully Mark's got something for us to see and hear other than what was handed to us. This thing is called Chapter 37.10.00. of the Zoning Ordinance, Article XXXVII.

Mr. Miller stated, that previously, we handed out to you the amendments to the City and Village Zoning Act, which created the open space preservation provisions, which basically state that the R-1A and R-1B zoning districts, by right of ownership, if 20% is preserved in a natural state, you would be able, by right, to do a cluster development. And in effect, this has to be adopted by us to comply with the State Act provisions by December 15, 2002.

Mr. Chamberlain asked, so the issue then of what Council did a meeting or so ago wanting something from us by September, we're not addressing that?

Mr. Miller stated that is exactly what we're addressing. So from a strategic standpoint, what I would like to propose is to revise the whole cluster ordinance. However, I'm not sure if that's a wise route, because we have to address the State Act separately. There are two different issues. This is a first shot at this, and it only addresses compliance with the State Act. It is not addressing a complete rewrite of cluster provisions.

Mr. Chamberlain stated, then this takes care of their Finch Road spot, right?

Ms. Lancaster asked if Finch Road was R-1A or R-1E.

Mr. Miller stated it was R-1B. One thing noted is that they would comply within this framework if they elected to take this route. But, the way this is written with the parallel plan, the density will not exceed a subdivision development. When you lay out a subdivision, you almost never can maximize density, because it would have to be perfect dimensions to put a street in, including lot depth and width. So you never max out the density. But when you cluster, you can maximize the density. Also, there is a little bonus in our current ordinance. So what we did in this ordinance is that you have to prepare a parallel plan as part of the submittal. A subdivision layout with at least the minimum requirements for R-1A or R-1B, and you have to lay out a road 60 foot wide, and put in the lots and if you have regulated wetlands you can't build on those wetlands. That's the problem with the way our current cluster ordinance is written. You take a wetland area, and look at the poster child, Rochester Villa, you can take all that potential density, and you shift it and cram it into one area. So actually you're overbuilding beyond what you could have because it was unbuildable to begin with. So you submit a parallel plan, we make sure it complies with the current requirements in that it can be built as a traditional development. That gives you your density. It's

an actual density so you're not overbuilding the site. That's the premise with this proposal. If you disagree with that, we need to know, because that's the basic premise of this ordinance in front of you.

Mr. Chamberlain asked the Board if they understood what Mr. Miller just presented.

Mr. Kramer replied, yes, but that could be less than our ordinance allows, right?

Mr. Miller said it will be because our ordinance has ultimate density, for instance, 3.8 units an acre. But whenever you divide subdivisions, you never get that density.

Mr. Kramer asked, so your parallel preparation would indicate that maybe your max density would be 2.5 per acre, and that's all they could build under this.

Mr. Miller stated the reasoning for that is, in effect, with clustering, you're overbuilding beyond when compared to traditional lots in subdivisions. Why should you overbuild?

Mr. Chamberlain stated, and maybe at the same time really putting a strain on the infrastructure.

Mr. Miller replied, right. And that's the premise in doing the parallel plan.

Ms. Lancaster stated the mandatory things in here from the State Act are set out in the shell provision which is eligibility criteria, see on page 2. Those are the things that are mandated by the state, so when you read through there, that's coming right out of the open space preservation option. Those are the things we are required to do and also F, which is the twenty (20) percent.

Mr. Savidant stated that the State Act says a minimum of twenty (20) percent open space. So that's what's in there now, twenty (20) percent. Do you want to go thirty (30) percent, do you want to go fifty (50) percent? Twenty (20) percent is a minimum.

Mr. Chamberlain stated there would be a task force comprised of a couple of the Commissioners, Mr. Savidant out of the Planning Department and Ms. Lancaster out of the Legal Department to work on this throughout the next couple of weeks and bring it to fruition and bring it back into the Board in late August or early September so that we can meet the City Council's deadline.

Mr. Savidant stated he was passing out copies of CR-1 for comparison so that it kind of gives you some insight as to where we are going with this thing. One think that Mr. Miller and I talked about was requiring if there was an adjacent trailway or planned trailway, to provide a connection through the area of open

space so you can expand and improve the system of non-motorized trails. So there are some things like that. We can add in there, taking yourself a little bit further away from the bare bones of the state requirements, but it makes the text a little more appropriate for the City of Troy, but I don't want to say too much because you haven't had a chance to read this yet. I think next meeting there's going to be some good conversation.

Mr. Miller stated that this just gives the developer the option to be able to cluster if they so desire. They don't have to use this. Personally, I think clustering is a great thing, however, I do not like our current cluster ordinance because it does two things. One, if you have a natural feature, you get to calculate your density from there, even if it's a preserved area, and in effect you're jacking up the density. Second, goes back to why we want a parallel plan, the current CR-1 increases density.

Ms. Lancaster asked, the density isn't really getting jacked up because of the state law, but the reason it's getting jacked up is because they now can change their spacing to get more houses where they wouldn't get in a traditional development.

Mr. Miller stated that's one way. Another way is our current ordinance allows you to use your calculation on unbuildable areas, and I'm trying to prevent that. You should not allow unbuildable areas to be used in your density calculation.

Shouhayib Investment Co.
Choice Development Corp.

Choice Properties, Inc.
Choice Marketing, Inc.

REC'D
AUG 23 2002
PLANNING DEPT.
☐ Mark
☒ Brent
☒ ZOTA
File

August 22, 2002

City of Troy Planning Commission
500 W. Big Beaver Road
Troy, Michigan 48084

RE: Proposed open space preservation development

Dear Commissioners:

It is my understanding that the above referenced subject will be discussed at the Planning Commission Study meeting on August 27, 2002, or September 10, 2002.

In reading the proposed open space preservation option development, I have the following comments.

1. Density should be based on the current zoning not on what is called "parallel plan" especially when the parallel plan yields less density than the current zoning will allow.
2. Over all density shall be equal to the density allowable by the current zoning. Needless to say that the current cluster district based on the underlying zoning provide for a bonus density. In the absence of a bonus density at least you should keep density the same as that of the current zoning.
3. Setbacks, front set back of thirty five (35) feet is good, rear set back should be thirty five (35) feet in order to provide flexibility in applying the cluster option. If the site is surrounded by different zoning classification then the least allowable rear setback should be used not to exceed thirty five (35) feet. Side set backs should be kept at a minimum of fifteen (15) feet.
4. Open space should be limited to fifteen percent, not twenty percent.

755 W. Big Beaver Road, Suite 1275, Troy, Michigan 48084 • (248) 362-4150 FAX (248) 362-4154

5. In general the proposed open space preservation development should have provisions that help develop difficult shape parcel configuration.

I thank you for taking these comments into consideration.

Sincerely,
Choice Development Corporation

Youssef (Joe) Chehayeb
Vice President

Cc: Planning Commissioners
Mr. John Szerlag, City Manager
Mr. Mark Miller, Planning Director

A Special Meeting of the Troy City Council was held Monday, September 23, 2002, at City Hall, 500 W. Big Beaver Road. Mayor Matt Pryor called the Meeting to order at 6:45 P.M.

ROLL CALL

PRESENT: Mayor Matt Pryor
Robin E. Beltramini
Cristina Broomfield
David Eisenbacher (Arrived 6:48 PM)
Martin F. Howrylak (Absent)
David A. Lambert
Anthony N. Pallotta

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1 Technical Review of Items on the Agenda of the September 23, 2002 Regular City Council Meeting

Council discussed technical issues pertaining to various agenda items on the September 23, 2002 Regular City Council Meeting Agenda.

PUBLIC COMMENT

Resolution to Excuse Mayor Pro Tem

Resolution #2002-09-522a
Moved by Pallotta
Seconded by Beltramini

RESOLVED, That Mayor Pro Tem Howrylak's absence be excused.

Yes: All-6
Absent: Howrylak

The meeting adjourned at 7:20 PM

_____
Matt Pryor, Mayor

_____
John M. Lamerato – Assistant City Manager/
Finance and Administration

A Regular Meeting of the Troy City Council was held Monday, September 23, 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 Pastor T.J. Klapperich – First Baptist Church and the Pledge of Allegiance to the Flag was given.

ROLL CALL

PRESENT: Mayor Matt Pryor
Robin E. Beltramini
Cristina Broomfield
David Eisenbacher
Martin F. Howrylak (Arrived 7:45 PM)
David A. Lambert
Anthony N. Pallotta

A-1 **Presentations:** Nada Raheb **–** Student Candidate for Advisory Committee for Persons with Disabilities and Jessica Zablocki – Student Candidate for Troy Daze Committee introduced themselves to City Council, City Staff and the members of the audience.

PUBLIC HEARINGS

C-1 Preliminary Site Plan Review (S.P. # 679) – Troy Museum Improvements, Wattles Road, Section 16 – C-F

Resolution #2002-09-522
Moved by Pallotta
Seconded by Beltramini

RESOLVED, That preliminary site plan approval, pursuant to Article 18.80.00 (B) of Chapter 39 and Article 8 of Chapter 13, as requested by the City of Troy, for the Troy Museum, addition of Historic Church and Parsonage and parking lot expansion, located on the north side of Wattles Road and west of Livernois Road, Section 16, within the C-F Community Facilities Zoning District, is hereby **APPROVED** as recommended by the Planning Commission and City Management.

Yes: Pryor, Beltramini, Broomfield, Eisenbacher, Lambert, Pallotta
No: Howrylak

MOTION CARRIED

C-2 Rezoning–North Side of Square Lake Road, East of Livernois–Section 3 – 0.24 Acres

Resolution #2002-09-523
Moved by Pallotta
Seconded by Beltramini

RESOLVED, That the R-1B to P-1 rezoning request located on the north side of Square Lake Road, east of Livernois, Section 3, being 0.24 acres in size is hereby **GRANTED** as recommended by City Management and the Planning Commission.

Yes: Beltramini, Broomfield, Eisenbacher, Lambert, Pallotta, Pryor
No: Howrylak

MOTION CARRIED

C-3 Street Vacation Application (SV-15) – A Portion of Hartland Street, East of Daley Street, North of Big Beaver Road - Section 23

Resolution #2002-09-524
Moved by Beltramini
Seconded by Pallotta

WHEREAS, A request has been received for the vacation of a portion of a section of Hartland Street that is 50 feet wide by approximately 1,469 feet, within Supervisor's Plat of Beaver Run Subdivision No. 1, Section 23; and

WHEREAS, The properties which shall benefit from this requested vacation include the proposed West Oaks Subdivision No. 1 and 2: and

WHEREAS, City Management and the Planning Commission have recommended that this street vacation be **GRANTED**.

NOW, THEREFORE, BE IT RESOLVED, That the City Council **CONCURS** in the recommendations of City Management and the Planning Commission; and

BE IT FURTHER RESOLVED, That final action on this street vacation request shall be taken by the City Council after the following actions:

1. Determination by the City Engineer of the nature and extent of easements to be retained over the subject street right-of-way, based in part on input or responses from the applicable utility companies, for West Oaks Subdivision No. 1 and 2.
2. Dedication of the relocated Hartland Street within the proposed West Oaks Subdivision No. 1 and 2.

Yes: All-7

PUBLIC COMMENT:

A. Items on the Current Agenda

F-3 Telly's Greenhouse Opinion

Resolution #2002-09-525
Moved by Pallotta
Seconded by Eisenbacher

RESOLVED, That the City Attorney is hereby **AUTHORIZED** and **DIRECTED** to file on behalf of the City of Troy, an appeal to the Michigan Court of Appeals in the matter of City of Troy v Gust Papdelis, et al.

Yes: Howrylak, Lambert, Pallotta, Beltramini, Broomfield
No: Eisenbacher, Pryor

MOTION CARRIED

F-10 Amendment to Consent Judgment (David Nelson-Cambridge Crossings-Maple & Crooks Road)

Resolution #2002-09-526
Moved by Eisenbacher
Seconded by Lambert

RESOLVED, That the City Council for the City of Troy **AUTHORIZES** the Administration and the City Attorney to negotiate language to modify the signage provisions in the consent judgment in Case Number 94-487484 CZ, Meritor Automotive and the Nelson Companies v. City of Troy, as requested by David Nelson. The proposed amended consent judgment shall be brought back to the Troy City Council for final approval.
Yes: All-7

AND

Resolution #2002-09-527
Moved by Pryor
Seconded by Broomfield

RESOLVED, That the City Council for the City of Troy **AUTHORIZES** the Administration and the City Attorney to negotiate language to modify the consent judgment language to permit a medical office building at The Business Park at Cambridge Crossings, as requested by David Nelson. The proposed amended consent judgment revisions, in addition to supplemental information supplied by David Nelson, reports from the Administration and a report from the Advisory Committee for Senior Citizens, shall be brought back to City Council for a public hearing not later than 45 days from today's date.

Yes: Lambert, Pryor, Broomfield, Eisenbacher, Howrylak
No: Pallotta, Broomfield

MOTION CARRIED

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

Resolution #2002-09-528
Moved by Pallotta
Seconded by Beltramini

RESOLVED, That the Revised Final Plat Approval for Abbotsford Parc Subdivision, nine (9) lots, located on the south side of Abbotsford, West of John R in Section 11, is hereby **GRANTED**, as recommended by City Management.

Yes: All-7

RECESS: 9:09 PM – 9:22 PM

F-8 (a) Library Café Agreement and (b) Termination of Prior Agreement

(a) Agreement for the Library Café

Resolution #2002-09-529
Moved by Pallotta
Seconded by Howrylak

RESOLVED, That the Agreement for the Library Café, by and between Sandy Melki and Scott Jackson and the City of Troy, is hereby **APPROVED**; the Mayor and City Clerk are authorized to execute the document, and a copy shall be attached to the original Minutes of this meeting.

Yes: All-7

(b) Agreement for Termination of Agreement for the Library Cafe

Resolution #2002-09-530
Moved by Pallotta
Seconded by Howrylak

RESOLVED, That the Agreement for Termination of Agreement for the Library Café, by and between Z Team Enterprises, Inc., d/b/a Jammin' Java and the City of Troy is hereby **APPROVED**; the Mayor and City Clerk are authorized to execute the document, and a copy shall be attached to the original Minutes of this meeting.

Yes: All-7

G-14 Memorandum – Re: Section 1 Golf Course Site – Drainage Issues

B. Items Not on the Current Agenda

CONSENT AGENDA

E-1 Approval of Consent Agenda

Resolution #2002-09-531
Moved by Pallotta
Seconded by Broomfield

RESOLVED, That all items as presented on the Consent Agenda are hereby **APPROVED** as presented with the exception of Items E-8 and E-1 which shall be considered after Consent Agenda (E) items, as printed.

Yes: All-7

E-2 Minutes: Regular Meeting of September 9, 2002 and Special Meetings of September 6, 7, and 16, 2002

Resolution #2002-09-531-E-2

RESOLVED, That the Minutes of the 7:30 PM Regular Meeting of September 9, 2002 and the Minutes of the 6:00 PM Special Meeting of September 6, 2002, the 8:30 AM Special Meeting of September 7, 2002, and the 7:30 PM Special Meeting of September 16, 2002, be **APPROVED** as submitted.

E-3 Proposed City of Troy Proclamations: None Presented

E-4 Acceptance of Two (2) Warranty Deeds for Detention Basin, Brookstone Manor Subdivision - Section 14

Resolution #2002-09-531-E-4

RESOLVED, That two (2) warranty deeds for detention basin, Brookstone Manor Subdivision, having Sidwell #88-20-14-376-040, are hereby **ACCEPTED**; and

BE IT FURTHER RESOLVED, That 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-5 Request to Accept Two (2) Conditioned Purchase Offers from Elro Corporation as Part of the Dequindre/Long Lake to Wattles Road Widening Project #99.103.6 – Sidwell #88-20-13-228-019 and #88-20-13-228-018

Resolution #2002-09-531-E-5

RESOLVED, That the two (2) Purchase Agreements between Elro Corporation, as successor by merger of Rockford Realty Corporation, and the City of Troy, having Sidwell #88-20-13-228-019 and #88-20-13-228-018, for the acquisition of right-of-way for the Dequindre/Wattles to Long Lake Road Widening Project #99-103.6 are **APPROVED** in the amount of $500.00 each, plus closing costs.

E-6 Membership Renewal – Macomb County Criminal Justice Training Consortium

Resolution #2002-09-531-E-6

WHEREAS, Macomb Community College has provided the City of Troy Police Department with training at their Criminal Justice Training Facility; and

WHEREAS, It is desirable to continue re-certification of police officers in Emergency Vehicle Operations and utilize the state of the art Computerized Simulated Shooting Scenario System and Crime Lab.

NOW, THEREFORE, BE IT RESOLVED, That a one-year membership renewal is hereby **APPROVED** with the Macomb Community College to become a member of the Macomb County Criminal Justice Training Consortium at an annual fee of $21,235.00.

E-7 Standard Purchasing Resolution 2: Bid Award – Lowest Acceptable Bidders Breathing Air System Components

Resolution #2002-09-531-E-7

RESOLVED, That contracts to furnish Breathing Air System Components are hereby **AWARDED** to the lowest acceptable bidders meeting specifications, The Coon-DeVisser Company and Pressure Vessel Testing, at unit prices contained in the bid tabulation opened August 27, 2002 at an estimated total cost of $47,435.00, a copy of which shall be attached to the original Minutes of this meeting; and

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

E-9 Acceptance of (2) Watermain Easements – Coolidge Office Building, L.L.C., Detroit Edison – Sidwell #'s 88-20-32-101-019 & 88-20-32-101-011 – Project #02.915.3

Resolution #2002-09-531-E-9

RESOLVED, That the City Council of the City of Troy hereby **ACCEPTS** the permanent watermain easement from Coolidge Office Building, L.L.C. and Detroit Edison for consideration of one dollar ($1.00) each; and

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

E-10 Request for Approval of Two (2) Purchase Agreements to Purchase Right-of-Way – Sidewalk Gap Completion Project – Sidwell #88-20-03-101-009 & #88-20-03-101-056

Resolution #2002-09-531-E-10

RESOLVED, That the Agreements to Purchase right-of-way between the City of Troy and Roger G. Sanders and Michelle E. Sanders, having Sidwell #88-20-03-101-009, and Michael J. Brennan, having Sidwell #88-20-03-101-056, for the Sidewalk Gap Completion Project are **APPROVED** in the total amount of $41,610.00 plus closing costs.

E-11 Standard Purchasing Resolution 1: Award to Low Bidder – Non-Slip Floor Surface Coatings

Resolution #2002-09-531-E-11

RESOLVED, That a contract to provide all labor, equipment, and materials to install a non-slip floor coating at five (5) fire stations is hereby **AWARDED** to the low bidder, The Tri-State Industrial Floors, at an estimated total cost of $18,138.00; 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 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-12 Final Street Vacation – Virgilia, North of Long Lake Road – Section 9

Resolution #2002-09-531-E-12

WHEREAS, A request has been received for the vacation of a portion of the 50-foot wide platted but unopened Virgilia Avenue right of way, extending north 343 feet from a point 100 feet north of the south section line of Section 9 and abutting Lot 1 and part of Lot 31, of Two Acre Farms Subdivision (Liber 28, page 16 of Oakland County Plats) and Lots 16, 17, and 18 of Beaver Hills Subdivision (Liber 26, page 18 of Oakland County Plats); and

WHEREAS, The properties which shall benefit from this requested vacation include Lots 16, 17, and 18 of Beaver Hills Subdivision (City of Troy Tax Parcels 88-20-09-453-009 and 88-20-09-453-022), part of Lot 1 of Two Acre Farms Subdivision (City of Troy Tax Parcel 88-20-09-476-006), and part of Lot 31 of Two Acre Farms Subdivision (City of Troy Tax Parcel 88-20-09-476-033); and

WHEREAS, City Management and the Planning Commission have recommended that this street vacation be granted subject to the following conditions:

1. Conveyance of right of way adequate to provide for a conventional street cul-de-sac involving a portion of Lot 31 of Two Acre Farms Subdivision.

2. Conveyance of an easement or right of way for public purposes extending north from Long Lake Road to the proposed future cul-de-sac ending of Virgilia.

3. Retention of easements within the right of way to be vacated to the extent determined to be necessary by the City Engineer, based in part on input or responses from applicable utility companies.

NOW, THEREFORE, BE IT RESOLVED, That the City Council **CONCURS** with the recommendations of City Management and the Planning Commission; and

BE IT FURTHER RESOLVED, That final action can now be taken as the three conditions have been met:

1. The conveyance of the right of way for a cul-de-sac on Lot 31 of Two Acre Farms Subdivision.

2. Conveyance of an easement for public sidewalk extending north to the deeded cul-de-sac area.

3. Retention of a 20 foot wide easement for public utilities, 10 feet either side of the centerline of the north 190 feet of the proposed vacated Virgilia Street as recommended by the City's Engineering Department; and

BE IT FINALLY RESOLVED, That the portion of the 50-foot wide platted but unopened Virgilia Avenue right of way, extending north 343 feet from a point 100 feet north of the south section line of Section 9 and abutting Lot 1 and part of Lot 31, of Two Acre Farms Subdivision (Liber 28, page 16 of Oakland County Plats) and Lots 16, 17, and 18 of Beaver Hills Subdivision (Liber 26, page 18 of Oakland County Plats) be vacated retaining a 20-foot wide easement for public utilities, 10 feet either side of the centerline of the north 190 feet of the proposed vacated Virgilia Avenue as recommended by the City's Engineering Department.

E-13 Request for Acceptance of Warranty Deed, Permanent Easements, and Private Road Agreement – Harrington Park Development, L.L.C.

Resolution #2002-09-531-E-13

RESOLVED, That the warranty deed for Virgilia Street cul-de-sac, permanent easements for watermain, storm sewer, sanitary sewer, sidewalk and pedestrian access, all being part of the Harrington Park Condominium Development are hereby **ACCEPTED**; and

BE IT FURTHER RESOLVED, That the Mayor is authorized to sign the Private Road Agreement on behalf of the City; and

BE IT FINALLY RESOLVED, That 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.

Yes: All-7

E-14 Request for a Michigan Charitable Gaming License from the Troy Police Honor Guard, Inc.

Resolution #2002-09-531-E-14

RESOLVED, That the City of Troy City Council **RECOGNIZE** the Troy Police Honor Guard, Inc. as a nonprofit organization operating in the community for the purpose of obtaining a charitable gaming license as required by MCL 432.103(9).

E-16 Correction to City Council Resolution #2002-09-515

Resolution #2002-09-531-E-16

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

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

WHEREAS, The contract was amended to add the cost of $.13 per sq. ft. or $875 per month for the Police & Fire Training Center (Resolution #2001-12-582) for two days of cleaning a week.

NOW, THEREFORE, BE IT RESOLVED, That the contract established by Resolutions #2000-471 and #2001-12-582 is hereby **AMENDED** to add three additional days of cleaning for a total of five days of cleaning for the Police / Fire Training Center to the janitorial services contract with Clean Care of Oak Park at a monthly cost of $1,728.75 or $20,745 per year.

ITEMS TAKEN OUT OF ORDER

E-8 Authorization to Participate in the Troy School District Auction

Resolution #2002-09-532
Moved by Beltramini
Seconded by Pallotta

RESOLVED, That authorization is hereby **GRANTED** to participate in the Troy School District's auction to sell out-of-service equipment at the Big Beaver School in October 2002, using the

City of Troy's awarded auctioneer, Mid-Thumb Auctioneers SVC, L.L.C. (Resolution #2001-03-160-E-9) with the exception of functional cellular phones which are to be reprogrammed for 911 and donated to the Senior Citizen Center.

Yes: All-7

E-15 Abstention on Woodside Baptist Church PUD

Resolution #2002-09-533
Moved by Pallotta
Seconded by Howrylak

WHEREAS, On September 9, 2002, the Troy City Council held a hearing on the Preliminary Planned Unit Development Review – Woodside Bible Church (formerly Troy Baptist Church) Planned Unit Development (PUD), Located on the East Side of Rochester Road – North of Square Lake Road and South of South Boulevard – Section 2, and passed Resolution #2002-09-503, which was voted with the abstention of Councilwoman Broomfield; and

WHEREAS, After review of the Troy City Charter, Section 4.7 (C), it is conceivable that someone could declare the above referenced resolution was null and void, since it conflicted with the City Charter; and

WHEREAS, It is also conceivable that someone could make the accusation of misconduct in office, due to the abstention; and

WHEREAS, The Troy City Council desires to **CONFIRM** its earlier resolution to avoid any potential future challenges;

NOW, THEREFORE, IT IS RESOLVED, That the Troy City Council confirms Resolution #2002-09-503, which states:

> RESOLVED, That the Preliminary Plan for a Planned Unit Development, pursuant to Section 35.60.01, as requested by the Robertson Brothers Co. and Woodside Bible Church, for the Woodside Bible Church/Northwyck Planned Unit Development (FKA Troy Baptist PUD), located on the east side of Rochester Road and south of South Boulevard, located in Section 2, within the R-1D zoning district, being 89.83 acres in size, is hereby **APPROVED**;
>
> FURTHER RESOLVED, That the proposed PUD qualifies under the standards set forth in Section 35.30.00;
>
> FURTHER RESOLVED, That the proposed mix of uses, in particular the environmental assets of the site, are appropriate and in keeping with the intent of Section 35.10.00;
>
> FURTHER RESOLVED, That the overall residential density is consistent with the City's Future Land Use Plan;

FURTHER RESOLVED, That the proposed Preliminary Plan demonstrates that the General Development Standards, set forth in Section 35.40.00, and the Standards for Approval, set forth in Section 35.70.00, have been met;

BE IT FINALLY RESOLVED, That the recommendation is subject to the following conditions:

1. The Preliminary Plan consists of a transmittal letter dated August 26, 2002, accompanying a document dated July 12, 2002, the document containing narratives, reduced plans, and full size plans:

   L1 Overall Landscape Plan, 08/14/02
   L2 Village at Northwyck Landscape Plan, 07/12/02
   L3 Woods at Northwyck Landscape Plan, 07/12/02
   L4 Woods at Northwyck Clubhouse Landscape Plan, 07/12/02
   L5 Clubhouse Elevations Plan, 07/12/02
   L6 Typical Unit Landscape Plan, 07/12/02
   L7 Landscape Details Plan, 07/12/02
   L8 Entry Elevation Plan, 07/12/02
   L9 Cross-Sections Plan, 07/12/02
   L10 Tree Preservation Plan, 07/1202
   GWE 1 of 11 Preliminary Site Plan Cover, 07/12/02
   GWE 2 of 11 Land Use/General Development Map, 07/12/02
   GWE 3 of 11 Natural Features Plan, 07/12/02
   GWE 4 of 11 Tree Inventory Plan, 07/12/02
   GWE 5 of 11 Storm Drainage Plan, 07/12/02
   GWE 6 of 11 Utility Layout Plan, 07/12/02
   GWE 7 of 11 100 Scale Site Plan, 07/12/02
   GWE 8 of 11 50 Scale Site Plan, 07/12/02
   GWE 9 of 11 50 Scale Site Plan, 07/12/02
   GWE 10 of 11 50 Scale Site Plan, 07/12/02
   GWE 11 of 11 50 Scale Site Plan, 07/12/02.

2. The fence detail along the southern boundary shall be consistent with the northern boundary and scale back length to 50 feet to the east beyond the last unit of Rochester Villas.
3. That a note be provided on the plans stating the wooden fence along the northern property line will be adequately maintained in the future.
4. That fire hydrants shall be indicated on the Final Plans.

Yes: All-7

REGULAR BUSINESS

F-1 Appointments to Boards and Committees: Mayoral Appointments: None and Council Appointments: (a) Advisory Committee for Persons w/Disabilities; (b) Animal Control Appeal Board; (c) CATV Advisory Committee; (d) Ethnic Community Issues Advisory Committee; (e) Historic District Commission; (f) Parks and Recreation Board; (g) Planning Commission; (h) Traffic Committee; and (i) Troy Daze

Resolution #2002-09-534
Moved by Howrylak
Seconded by Pallotta

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

Mayoral Appointments with Council Approval:

None

Council Appointments:

(a) Advisory Committee for Persons with Disabilities

Nada Raheb Student Term Expires 07-01-2003

(d) Ethnic Community Issues Advisory Committee

Anju C. Brodbine Term Expires 09-30-2005

(e) Historic District Commission

Ann Partlan Term Expires 03-01-2005

(f) Parks and Recreation Board

Ida Edmunds School Rep Term Expires 07-31-2003

Douglas M. Bordas Term Expires 09-30-2005

Meaghan Kovacs Term Expires 09-30-2005

(i) Troy Daze

Jessica Zablocki Student Term Expires 07-01-2003

Yes: All-7

Appointments Carried-Over as Item F-1 on the Next Regular City Council Meeting Agenda Scheduled for October 7, 2002:

Mayoral Appointments with Council Approval:

None

Council Appointments:

(a) Advisory Committee for Persons with Disabilities

_____ Student Term Expires 07-01-2003

(b) Animal Control Appeal Board

_____ Unexpired Term Expires 09-30-2003

(c) CATV Advisory Board

_____ Student Term Expires 07-01-2003

(d) Ethnic Community Issues Advisory Committee

_____ Term Expires 09-30-2005

_____ Term Expires 09-30-2005

_____ Term Expires 09-30-2005

_____ Term Expires 09-30-2005

_____ Term Expires 09-30-2005

_____ Term Expires 09-30-2005

(g) Planning Commission

_____ Student Term Expires 07-01-2003

F-2 Closed Session – No Closed Session Requested

F-4 Resolution Opposing Fix-it-First, Position Paper Ratified by MOSES (Metropolitan Organizing Strategy Enabling Strength)

Resolution #2002-09-535
Moved by Pallotta
Seconded by Lambert

WHEREAS, The City of Troy is in **OPPOSITION** to the **"Fix-it-First"** policy ratified by the Metropolitan Organizing Strategy Enabling Strength (MOSES) and the Michigan Suburbs Alliance (MSA).

WHEREAS, The MSA and MOSES will be calling on all candidates for the Office of Governor, State of Michigan, State Representatives and U.S. Senate to commit to supporting enactment and implementation of a **"Fix-it First"** policy which contains the following elements:

1. 90% of all state infrastructure spending shall be dedicated to repairing, rebuilding and maintaining existing roads, bridges, sewerage systems and water systems in Michigan.

2. Establishment of a mechanism to ensure all new commercial and residential developments in the State of Michigan pay 100% of the costs of any new road building or water or sewer service extensions required by such development.

3. Creation of Priority Development Areas that focus economic development activities, such as infrastructure enhancements and investment incentives, on established Metro Detroit cities.

WHEREAS, The proposed policy will reduce spending on new roads and capacity improvements by 60% of what is existing; and

WHEREAS, This policy will adversely affect the progress of several much needed roadway and freeway improvement projects within the City and Oakland County.

NOW, THEREFORE, BE IT RESOLVED, That the Troy City Council opposes the **"Fix-it-First"** policy.

BE IT ALSO RESOLVED, That the Troy City Council **ENCOURAGES** candidates for the Office of Governor, all candidates for State Representatives, State Senate, U.S. House of Representatives, and U.S. Senate to **OPPOSE** the proposed **"Fix-it-First"** policy.

BE IT FINALLY RESOLVED, That the City Clerk send a copy of this resolution to all cities that have representation in MOSES and MSA, MDOT, Oakland County Executive L. Brooks Patterson, Senator Shirley Johnson and Representative John Pappageorge.

Yes: Lambert, Pallotta, Pryor, Beltramini, Broomfield, Eisenbacher
No: Howrylak

MOTION CARRIED

F-5 Precinct 19 Polling Place Relocation

Resolution #2002-09-536
Moved by Pallotta
Seconded by Howrylak

RESOLVED, That the City of Troy Precinct Number 19 polling location be **CHANGED** from Fellowship United Methodist Church – 4050 Coolidge, to North Hills Christian Church – 3150 North Adams.

Yes: All-7

F-6 Resolution Authorizing the Issuance of $14,500,000 General Obligation Unlimited Tax Bonds (Public Safety Facilities and City Hall)

Resolution #2002-09-537
Moved by Pallotta
Seconded by Beltramini

WHEREAS, The City Council (the "City Council") and the electors of the City have determined that it is necessary to acquire, construct and equip new public safety facilities for police and fire department services and the sites therefore, and to renovate, reconstruct and equip the City Hall Building and appurtenant facilities and all costs related thereto (the "Improvements"); and

WHEREAS, the cost of the Improvements is estimated to be Fifteen Million Seven Hundred Thirty Five Thousand Three Hundred Forty and 00/100 Dollars ($15,735,340.00); and

WHEREAS, to finance the cost of the Improvements, as well as related legal and financing costs and contingencies related thereto, the City Council deems it necessary to borrow the sum of not to exceed Fourteen Million Five Hundred Thousand and 00/100 Dollars ($14,500,000.00) and to issue general obligation unlimited tax bonds of the City therefore, as authorized by the provisions of Act 279, Public Acts of Michigan, 1909, as amended ("Act 279"), the City Charter of the City and the affirmative vote of the electors of the City at a general election held on April 5, 1999; and

WHEREAS, prior to issuance of the bonds the City must file an audit report and a qualifying statement with the Michigan Department of Treasury ("Treasury") or receive prior written approval to issue a municipal security as provided in Part III, Section 303 of the Revised Municipal Finance Act, Act 34, Public Acts of Michigan, 2001 ("Act 34").

NOW, THEREFORE, BE IT RESOLVED, That
APPROVAL OF PLANS AND ESTIMATES OF COSTS: The plans and estimates of cost of the Improvements on file with the Assistant City Manager/Finance are hereby **APPROVED** and adopted.

PERIOD OF USEFULNESS: The period of usefulness of the Improvements, estimated to be not less than twenty (20) years, is hereby **APPROVED** and **ADOPTED**.

AUTHORIZATION OF BONDS – PURPOSE: Bonds of the City, aggregating the principal sum of not to exceed Fourteen Million Five Hundred Thousand and 00/100 Dollars ($14,500,000) (the "Bonds") shall be issued and sold, pursuant to the provisions of Act 279 and Act 34, for the purpose of defraying the cost of the Improvements and the costs incident thereto and incident to the issuance of said Bonds.

BOND DETAILS: The Bonds shall be designated CITY OF TROY, GENERAL OBLIGATION UNLIMITED TAX BONDS, SERIES 2002 (PUBLIC SAFETY FACILITIES AND CITY HALL); shall be dated as of November 1, 2002, or such other date as shall be **APPROVED** by the City Council at the time of sale; shall be numbered from 1 upwards, shall be fully registered; shall be in denominations of $5,000 each or any integral multiple thereof not exceeding the aggregate principal amount for each maturity at the option of the purchaser thereof; shall bear interest at a rate or rates not exceeding 8% per annum, to be determined upon the sale thereof first payable on April 1, 2003 and semiannually thereafter on the first days of April and October in each year, or on such other dates as shall be **APPROVED** by the City Council at the time of sale; and shall mature on October 1 in each year as follows:

Year	Amount	Year	Amount
2003	500,000	2012	1,000,000
2004	500,000	2013	1,000,000
2005	500,000	2014	1,000,000
2006	500,000	2015	1,100,000
2007	500,000	2016	1,100,000
2008	500,000	2017	1,000,000
2009	500,000	2018	1,100,000
2010	500,000	2019	1,100,000
2011	1,000,000	2020	1,100,000

BOND REGISTRAR, PAYING AGENT AND TRANSFER AGENT: The City Manager or the Assistant City Manager/Finance are each authorized to designate, and may enter into an agreement with, Standard Federal-Corporate and Institutional Trust, a division of LaSalle Bank National Association, Troy, Michigan as bond registrar, paying agent and transfer agent (the "Transfer Agent") for the Bonds. From time to time as required, the City Manager or the Assistant City Manager/Finance may designate a similarly qualified successor Transfer Agent which shall be a bank or trust company located in the State of Michigan which is qualified to act in such capacity under the laws of the United States of America or the State of Michigan.

PAYMENT OF PRINCIPAL AND INTEREST: The principal of and interest on the Bonds shall be payable in lawful money of the United States. Principal shall be payable upon presentation and surrender of the Bonds to the Transfer Agent as they severally mature. Interest shall be payable commencing on April 1, 2003, and semiannually thereafter, or such interest payment dates as provided in the resolution of the City Council authorizing the sale of the Bonds, by check or draft mailed by the Transfer Agent to the person or entity which is, as of the 15th day of the month preceding the interest payment date, the registered owner at the registered address as shown on the registration books maintained by the Transfer Agent. The date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the City to conform to market practice in the future. Notwithstanding the foregoing, if the Bonds are held in book-entry-only form by DTC (as hereinafter defined), payment shall be made in the manner prescribed by DTC.

PRIOR REDEMPTION: The Bonds are subject to redemption prior to maturity at the times and prices and in the manner set forth in the Bond Form in Section 15 of this resolution.

Unless waived by any registered owner of Bonds to be redeemed, official notice of redemption shall be given by the Transfer Agent on behalf of the City. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers, and in the case of partial redemption, the called amounts of each certificate; the redemption date; the redemption price or premium; the place where Bonds called for redemption are to be surrendered for payment; and shall state that interest on Bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date.

In addition, further notice shall be given by the Transfer Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

BOOK-ENTRY SYSTEM: Initially, one fully-registered bond for each maturity of the Bonds, in the aggregate amount of such maturity, shall be issued in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC") for the benefit of other parties (the "Participants") in the book-entry-only transfer system of DTC. In the event the City determines that it is in the best interest of the City not to continue the book-entry system of transfer or that the interests of the holders of the Bonds might be adversely affected if the book-entry system of transfer is continued, the City may notify DTC and the Transfer Agent, whereupon DTC will notify the Participants of the availability through DTC of bond certificates. In such event, the Transfer Agent shall deliver, transfer and exchange bond certificates as requested by DTC and any Participant or "beneficial owner" in appropriate amounts in accordance with this resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and the Transfer Agent and discharging its responsibilities with respect thereto under applicable law or the City may determine that DTC is incapable of discharging its duties and may so advise DTC. In either such event, the City shall use reasonable efforts to locate another securities depository. Under such circumstances (if there is no successor securities depository), the City and the Transfer Agent shall be obligated to delivery bond certificates in accordance with the procedures established by this resolution. In the event bond certificates are issued, the provisions of this resolution shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of and interest on such certificates. Whenever DTC requests the City and the Transfer Agent to do so, the City and the Transfer Agent shall cooperate with DTC in taking appropriate action after reasonable notice to make available one or more separate certificates evidencing the Bonds to any Participant having Bonds certified to its DTC account or to arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

Notwithstanding any other provision of this resolution to the contrary, so long as any bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and interest on the Bonds and all notices with respect to the Bonds shall be made and given, respectively, to DTC as provided in the Letter of Representations relating to the Bonds among DTC, the City and the Transfer Agent. The City Manager or the Assistant City Manager/Finance are each authorized to sign the Letter of Representations on behalf of the

City in such form as the City Manager or the Assistant City Manager/Finance deems necessary or appropriate in order to accomplish the issuance of the Bonds in accordance with law and this resolution.

EXECUTION, AUTHENTICATION AND DELIVERY OF BONDS: The Bonds shall be executed in the name of the City with the manual or facsimile signatures of the Mayor and the City Clerk, shall have the City's seal or a facsimile thereof printed or affixed on them, and shall be authenticated by the manual signature of an authorized representative of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and shall be delivered by the Transfer Agent to the purchaser in accordance with instructions from the City Manager or the Assistant City Manager/Finance upon receipt of the purchase price for the Bonds in accordance with the bid therefore when accepted. Executed blank bonds for registration and issuance to transferees may simultaneously, and from time to time thereafter as necessary, be delivered to the Transfer Agent for safekeeping. The Transfer Agent shall indicate on each Bond the date of its authentication.

EXCHANGE AND TRANSFER OF BONDS: Any Bond, upon surrender thereof to the Transfer Agent with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or his duly authorized attorney, at the option of the registered owner thereof, may be exchanged for a Bond or Bonds of any other authorized denomination of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Bond.

Each Bond shall be transferable only upon the books of the City, which shall be kept for that purpose by the Transfer Agent, upon surrender of such Bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or his duly authorized attorney.

Upon the exchange or transfer of any Bond, the Transfer Agent on behalf of the City shall cancel the surrendered Bond and shall authenticate and deliver to the transferee a new Bond or Bonds of any authorized denomination of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Bond. If, at the time the Transfer Agent authenticates and delivers a new Bond pursuant to this section, payment of interest on the Bonds is in default, the Transfer Agent shall endorse upon the new Bond the following: “Payment of interest on this bond is in default. The last date to which interest has been paid is _____.”

The City and the Transfer Agent may deem and treat the person in whose name any Bond shall be registered upon the books of the City as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes, and all payments made to any such registered owner, or upon his order, in accordance with the provision of Section 6 of this resolution shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Transfer Agent shall be affected by any notice to the contrary. The City agrees to indemnify and save the Transfer Agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating such registered owner.

For every exchange or transfer of Bonds, the City or the Transfer Agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

SECURITY: The full faith and credit of the City are hereby pledged to the payment of the principal of and interest on the Bonds. There shall be levied upon all taxable property in the City upon the tax roll of the year 2003 and upon the tax roll of each year thereafter while any of the Bonds shall be outstanding, an amount such that the estimated collection therefrom will be sufficient to pay promptly at maturity the principal and interest maturing on the Bonds prior to the time of the following year's tax collections. Taxes required to be levied to pay principal of and interest on the Bonds shall be levied without limitation as to rate or amount.

DEBT RETIREMENT FUND: There shall be established and maintained a separate fund to be designated the Series 2003 Bonds (Public Safety Facilities and City Hall) Debt Retirement Fund for the Bonds (the “Debt Retirement Fund”). The proceeds of the taxes (both current and delinquent) to be used to pay the principal and interest on the Bonds when due, shall be deposited as collected in the Debt Retirement Fund. The City Manager or the Assistant City Manager/Finance shall transfer moneys in the Debt Retirement Fund to the Transfer Agent for the Bonds as necessary for the payment of the principal of and interest on the Bonds as the same shall become due. So long as the principal or interest on the Bonds remains unpaid, no moneys shall be withdrawn from such fund except to pay such principal and interest or to pay from any investment earnings on such fund the fees and expenses of the Transfer Agent. There shall also be set aside in the Debt Retirement Fund, from the proceeds of the sale of the Bonds, any premium and accrued interest received from the purchaser at the time of delivery of the Bonds.

CONSTRUCTION FUND: The City Manager or the Assistant City Manager/Finance is further directed to establish a separate account, to be designated Series 2003 Bonds (Public Safety Facilities and City Hall) Construction Fund (the “Construction Fund”) into which the proceeds of the Bonds, less accrued interest and premium, if any, shall be deposited, which account shall be used to pay the costs of the Improvements and the costs of issuance incurred with respect to the Bonds. Proceeds remaining in the Construction Fund after completion of the Improvements and payment of the costs of issuance of the Bonds shall be applied as permitted by law.

DEFEASANCE: In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal and interest on which, without reinvestment, come due at times and in amounts sufficient to pay, at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the Bonds, shall have been deposited in trust, this resolution shall be defeased and the owners of the Bonds shall have no further rights under this resolution except to receive payment of the principal of, premium, if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.
FORM OF BONDS: The Bonds shall be in substantially the following form:

[DTC LEGEND]

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF OAKLAND

CITY OF TROY
GENERAL OBLIGATION UNLIMITED TAX BONDS, SERIES 2002
(PUBLIC SAFETY FACILITIES AND CITY HALL)

R-_____

$_____

Interest Rate	Maturity Date	Date of Original Issue	CUSIP

Registered Owner:

Principal Amount:
The City of Troy, County of Oakland, State of Michigan (the "City"), for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, with interest thereon from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on April 1, 2003, and semiannually thereafter. Principal of this bond is payable at the designated office of Standard Federal-Corporate and Institutional Trust, a division of LaSalle Bank National Association, Troy, Michigan or such other Transfer Agent as the City may hereafter designate by notice mailed to the registered owner hereof not less than sixty (60) days prior to any interest payment date. Interest on this bond is payable to the registered owner of record as of the fifteenth (15th) day of the month preceding the interest payment date as shown on the registration books of the City maintained by the Transfer Agent, by check or draft mailed to the registered owner at the registered address.

This bond is one of a series of bonds of even original issue date and like tenor, aggregating the principal sum of $14,500,000, issued for the purpose of defraying the costs of acquiring, constructing and equipping new public safety facilities for police and fire department services and the sites therefore and the renovation, reconstruction and equipping of the City Hall Building and appurtenant facilities and all costs related thereto as well as the costs incident to the issuance of the bonds, in accordance with resolutions duly and regularly adopted by the City Council of said City (said resolutions herein collectively referred to as the "Resolution"), and pursuant to and in full conformity with the Constitution and Statutes of Michigan including the provisions of Act 279, Public Acts of Michigan, 1909, as amended, Act 34, Public Acts of Michigan, 2001, as amended, the City Charter of the City and the affirmative vote of the electors of the City at a general election held on April 5, 1999. The full faith and credit of the City are hereby pledged for the prompt payment of the principal of and interest on this bond. The City is required to levy annually ad

valorem taxes, without limitation as to rate or amount, to pay such principal and interest, as the same shall become due.

This bond is transferable, as provided in the Resolution, only upon the books of the City kept for that purpose by the Transfer Agent, by the registered owner hereof in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing. Upon the exchange or transfer of this bond, a new bond or bonds of any authorized denomination, in the same aggregate principal amount and of the same interest rate and maturity, shall be authenticated and delivered to the transferee in exchange therefore as provided in the Resolution authorizing the bonds of this issue, and upon the payment of the charges, if any, therein provided. Bonds so authenticated and delivered shall be in the denomination of $5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

The Transfer Agent shall not be required to transfer or exchange bonds or portions of bonds which have been selected for redemption.

Bonds maturing prior to October 1, 2012, are not subject to redemption prior to maturity. Bonds maturing on or after October 1, 2012, are subject to redemption prior to maturity, at the option of the City, in such order as shall be determined by the City, on any one or more interest payment dates on or after October 1, 2011. The redemption price shall be the principal amount of the bond or portion of the bond called to be redeemed plus accrued interest to the date fixed for redemption, plus a premium, as follows:

½% of the principal amount of each bond called for redemption on or after October 1, 2011, but prior to October 1, 2013.

No premium shall be paid on bonds or portions thereof called for redemption on or after October 1, 2013.

Bonds of a denomination greater than $5,000 may be partially redeemed in the amount of $5,000 or any integral multiple thereof. If less than all of the bonds maturing in any year are to be redeemed, the bonds or portions of bonds to be redeemed shall be selected by lot. In case less than the full amount of an outstanding bond is called for redemption, the Transfer Agent, upon presentation of the bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for in the redemption.

Notice of redemption shall be given to the registered owners of bonds or portions thereof called for redemption by mailing of such notice not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption to the registered address of the registered owner of record. Bonds or portions of bonds so called for redemption shall not bear interest on and after the date fixed for redemption, provided funds are on hand with the Transfer Agent to redeem said bonds. It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the bonds of this series, in order to make them valid and binding obligations of the City, existed, have happened and have been performed in regular and due form and manner as required by law, and that the total

indebtedness of the City, including the series of bonds of which this is one, does not exceed any constitutional, statutory or charter limitation.

IN WITNESS WHEREOF, the City of Troy, County of Oakland, State of Michigan, by its City Council, has caused this bond to be executed in its name by the original or facsimile signatures of its Mayor and its City Clerk and its corporate seal (or a facsimile thereof) to be impressed or imprinted hereon, all as of the Date of Original Issue. This bond shall not be valid or obligatory for any purpose unless the Certificate of Authentication has been manually executed by an authorized representative of the Transfer Agent.

CITY OF TROY

By:_____
Its: Mayor

CITY OF TROY

And:

[Seal]

By:_____
Its: City Clerk
[FORM OF CERTIFICATE OF AUTHENTICATION]

Certificate of Authentication

This bond is one of the bonds described in the within mentioned Resolution.

Standard Federal- Corporate and Institutional Trust,
a division of LaSalle Bank National Association
Transfer Agent

By:_____
Authorized Representative

Date of Authentication:_____

[FORM OF ASSIGNMENT]

For value received, the undersigned hereby sells, assigns and transfers unto

_____

_____

(please print or type name, address and taxpayer identification number of transferee) the within bond and all rights thereunder and does hereby irrevocably constitute and appoint

_____

_____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:_____

Signature Guaranteed:_____

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

END OF BOND FORM

REPLACEMENT OF BONDS. Upon receipt by the City of proof of ownership of an unmatured Bond, of satisfactory evidence that the Bond has been lost, apparently destroyed or wrongfully taken and of security or indemnity that complies with applicable law and is satisfactory to the City, the City may authorize the Transfer Agent to deliver a new executed Bond to replace the Bond lost, apparently destroyed or wrongfully taken in compliance with applicable law. In the event an outstanding matured Bond is lost, apparently destroyed or wrongfully taken, the City may authorize the Transfer Agent to pay the Bond without presentation upon the receipt of the same documentation required for the delivery of a replacement bond. The Transfer Agent, for each new Bond delivered or paid without presentation as provided above, shall require the payment of expenses, including counsel fees, which may be incurred by the Transfer Agent and the City for each new Bond delivered or paid without presentation as provided above. Any Bond delivered pursuant to the provisions of this Section 16 in lieu of any Bond lost, apparently destroyed or wrongfully taken shall be of the same form and tenor and be secured in the same manner as the Bond in substitution for which such Bond was delivered.

TAX COVENANT: The City covenants, to the extent permitted by law, to comply with all requirements of and to take all actions within its control necessary to assure that the interest on the Bonds will be and will remain excludable from gross income for federal income tax purposes (as opposed to any alternative minimum or other indirect taxation) under the Internal Revenue Code of 1986, as amended (the “Code”), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditure and investment of Bond proceeds and moneys deemed to be Bond proceeds. The City Manager and/or the Assistant City Manager/Finance and other appropriate City officials are authorized to do all things necessary (including the making of such covenants of the City as shall be appropriate) to assure that the interest on the Bonds will be and will remain excludable from gross income for federal income tax purposes. The Bonds of this series are not designated as “qualified tax exempt obligations” for purposes of deduction of interest expense by financial institutions.

APPROVAL OF DEPARTMENT OF TREASURY: The City Manager or the Assistant City Manager/Finance are authorized to file an audit report and qualifying statement with Treasury or to file a request to receive prior written approval to issue a municipal security as provided in Act 34 and to pay the related fee upon issuance of the Bonds. The City Manager or the Assistant City Manager/Finance further are authorized to apply for such additional approvals or

waivers from Treasury and to file all documents as may be necessary or advisable to accomplish the issuance and sale of the Bonds and to comply with the requirements of Act 34.

OFFICIAL STATEMENT: The City Manager or the Assistant City Manager/Finance is authorized to cause the preparation of an official statement for the Bonds for the purpose of enabling compliance with Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended (the "Rule") and to do all other things necessary to enable compliance with the Rule. After the award of the Bonds, the City will provide copies of a "final official statement" (as defined in paragraph (e)(3) of the Rule) on a timely basis and in reasonable quantity as requested by the purchaser to enable the purchaser of the Bonds to comply with paragraph (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board.
CONTINUING DISCLOSURE: The City Manager or the Assistant City Manager/Finance is hereby authorized to execute a certificate of the City to comply with the continuing disclosure undertaking of the City with respect to the Bonds pursuant to paragraph (b)(5) of the Rule, and amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the "Continuing Disclosure Certificate"). The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate.

PUBLICATION OF NOTICE: An Official Notice of Sale for the public sale of the Bonds to the bidder whose bid produces the lowest true interest cost to the City, computed by determining the single interest rate (compounded on April 1, 2003 and semi-annually thereafter) necessary to discount the debt service payments on the bonds from their respective payment dates to (the date of issuance of the bonds or _____, 2002), in an amount equal to the price bid, excluding accrued interest. The Official Notice of Sale shall be in the form prescribed by the City Manager or the Assistant City Manager/Finance, with such changes or additions thereto as shall be deemed necessary, shall be published in *The Bond Buyer* of New York, New York (the "Notice"), which Notice as published shall be evidence of any revisions to final Bond terms as permitted in this resolution.

SALE OF BONDS: The City shall receive bids for the Bonds in accordance with the Notice **APPROVED** by the City Manager or the Assistant City Manager/Finance, award sale of the Bonds to the successful bidder determined in accordance with this resolution, and take all further necessary steps to issue and deliver the Bonds, including but not limited to, the execution of a resolution awarding the Bonds to the purchaser whose bid is determined to produce the lowest true interest cost to the City determined as provided in Section 21 of this resolution.

COMPLIANCE WITH REIMBURSEMENT RULES: The City intends at this time to state its intention to be reimbursed from proceeds of the Bonds for any expenditures undertaken by the City for the Improvements prior to the issuance of the Bonds and hereby makes the following declarations for the purpose of complying with the reimbursement rules of Treasury Regulation §1.150-2 pursuant to the Code:

As of the date hereof, the City reasonably expects to reimburse the City for the expenditures described in (b) below with proceeds of bonds to be issued by the City.

The expenditures described in this paragraph (b) are for the costs of acquiring, constructing, equipping and installing the Improvements described in the preamble to this resolution together

with the sites therefore and all necessary appurtenances and attachments thereto which were or will be paid subsequent to sixty (60) days prior to the date hereof.

The maximum principal amount of bonds expected to be issued for the Improvements, including issuance costs, is not to exceed $14,500,000.

A reimbursement allocation of the expenditures described in (b) above with the proceeds of the borrowing described herein will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Improvements are placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the City's use of the proceeds of the debt to be issued for the Improvements to reimburse the City for a capital expenditure made pursuant to this resolution.

The expenditures described in (b) above are "capital expenditures" as defined in Treas. Reg. §1.150 (b), which are any costs of a type which are properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Treas. Reg. §1.150-2(c) under general federal income tax principles (as determined at the time the expenditure is paid).

No proceeds of the borrowing paid to the City as reimbursement pursuant to this resolution will be used in a manner described in Treas. Reg. §1.150-2(h) with respect to abusive uses of such proceeds, including, but not limited to, using funds corresponding to the proceeds of the borrowing in a manner that results in the creation of replacement proceeds (within Treas. Reg. §1.148-1) within one year of the reimbursement allocation described in (d) above.

Expenditures for the Improvements to be reimbursed from the proceeds of the borrowing for purposes of this resolution do not include: (i) costs for the issuance of the debt or (ii) amounts not in excess of the lesser of $100,000 or 5 percent of the proceeds of the borrowing, or (iii) preliminary expenditures not exceeding twenty (20%) percent of the issue price of the bond issue or issues reasonably expected by the City to finance the Improvements for which the preliminary expenditures may be incurred, within the meaning of Treas. Reg. §1.150-2(f) (such preliminary expenditures include architectural, engineering, surveying, soil testing and similar costs incurred prior to construction of the Improvements, but do not include land acquisition, site preparation, and similar costs incident to commencement of construction).

APPOINTMENTS: The following are hereby appointed to act in the following capacities with respect to the Bonds:

(a) Bond Counsel - Miro Weiner & Kramer, Bloomfield Hills, Michigan.
(b) Financial Advisor: - Bendzinski & Co., Detroit, Michigan.

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

Yes: All-7

F-7 Amendment #2 – Library Parking Lot Maintenance – Lacaria Construction – Concrete Replacement Contract

Resolution #2002-09-538
Moved by Pallotta
Seconded by Lambert

WHEREAS, A two-year contract with an option to renew for an additional two years to provide concrete pavement repair was awarded to the low bidder, Lacaria Construction, Inc., on April 8, 2002, at an estimated cost of $553,002.56 for year 2002 and $541,669.75 for year 2003, and if changes in the quantity of work were required either additive or deductive, such changes were authorized in an amount not to exceed 25% of the total annual cost for each year (Resolution #2002-04-208-E-11); and

WHEREAS, The contract established by the above resolution was amended on July 22, 2002, for work over the authorized 25% which included reallocation of work from 2003 to 2002 on New King, Corporate, Tower Drive, local roads in Sections 5, 8, and 10, and amended for an additional estimated cost of $122,913.00 (Resolution #2002-07-434);

THEREFORE, BE IT RESOLVED, That the contract established by Resolutions #2002-04-208-E-11 and #2002-07-434 is hereby **AMENDED** a second time to provide for the work to be completed in the Troy Public Library parking lot at an estimated total cost of $42,913.00; and

BE IT FURTHER RESOLVED, That authorization is hereby **GRANTED** for additional unforeseen work in an amount not to exceed 10% of the Troy Public Library parking lot project cost or $4,291.30.

Yes: All-7

F-9 City of Troy v. KAE Investment Company; Frank A. Bernabei; Dominic Bernabei; and Rosalie Bernabei Kehrig (Livernois Road Condemnation)

Resolution #2002-09-539
Moved by Pallotta
Seconded by Broomfield

RESOLVED, That the Consent Judgment Between the City of Troy and KAE Investment Company, et al is hereby **APPROVED**, and the City Attorney is authorized to execute the documents, and a copy is to be attached to the original Minutes of this meeting.

Yes: All-7

F-12 Proposed Joint Meeting with City Council and Chamber of Commerce - No action taken.

COUNCIL COMMENTS/REFERRALS

REPORTS AND COMMUNICATIONS

G-1 Minutes – Boards and Committees:

(a) Police and Fire Commission (Act 78)/Final – December 13, 2001
(b) Advisory Committee for Persons with Disabilities/Final – June 5, 2002
(c) Advisory Committee for Senior Citizens/Final – June 6, 2002
(d) Election Commission/Final – July 1, 2002
(e) Building Code Board of Appeals/Final – August 7, 2002
(f) Library Advisory Board/Final – August 8, 2002
(g) Historic District Commission/Draft – August 13, 2002
(h) Employees' Retirement System/Final – August 14, 2002
(i) Building Code Board of Appeals/Draft – September 4, 2002
(j) Advisory Committee for Senior Citizens/Draft – September 5, 2002
(k) Election Commission/Draft – September 5, 2002
(l) Employees' Retirement System Board of Trustees/Draft – September 11, 2002
(m) Library Advisory Board/Draft – September 12, 2002

Noted and Filed

G-2 Department Report

(a) Building Permits Issued During August 2002
(b) Monthly Financial Report – August 31, 2002

Noted and Filed

G-3 Announcement of Public Hearings:

(a) Request for Commercial Vehicle Appeal – 2887 E. Wattles Road – Scheduled for October 7, 2002
(b) Site Plan Approval (SP #883) – Medical Office Building – Southeast Corner of Livernois Avenue and South Boulevard – Section 3 – O-1 – Scheduled for October 7, 2002
(c) Proposed Zoning Ordinance Text Amendment (ZOTA 194) – Articles 10.20.08 & 34.60.00 – R-1A & R-1B Open Space Preservation – Scheduled for October 7, 2002

Noted and Filed

G-4 Proposed Proclamations/Resolutions from Other Organizations: None Received

G-5 Letters of Appreciation:

(a) Letter from Troy School District to Chief Nelson, Troy Fire Department, Thank You for Troy School District Fire Safety Curriculum

(b) Letter from Troy School District to Assistant Chief Roberts, Troy Fire Department, Thank You for Troy School District Fire Safety Curriculum

(c) Letter from Troy School District to Captain Wood, Troy Fire Department, Thank You for Troy School District Fire Safety Curriculum

(d) E-Mail from Kathy Czarnecki, Re: Resident Phone Call Recognizing Police Records Department for Their Efficiency and Friendliness in Servicing the Counter

(e) Letter from Rosemary Ruppert to Troy Police Department Thanking the Police Department for Their Assistance When She Fell

(f) Letter from Laura J. Nichols – Project Manger for the International Association of Chiefs of Police to Chief Craft Thanking Him for Hosting Their Project Safe Neighborhoods Training Held In Troy

(g) Letter from Donna M. Sherwood – Macomb Community College to Wendell Moore Thanking Him for His Participation in Their Summer's Field Study Class

(h) Letter from Terry M. Nerbonne, Ph. D., Ferris State University to Chief Craft in Appreciation of the Troy Police Department's Participation in the 2002 Ferris State University Criminal Justice Summer Internship Program

(i) Letter from Lawrence W. Semple – Chief of Police-Harper Woods to Chief Craft Thanking Officer David Beckman for His Help and Professionalism

(j) Letter from Vana Beginin to John Szerlag Complimenting Dr. Maria Hunciag of the Troy Library

Noted and Filed

G-6 Calendar

Noted and Filed

G-7 Memorandum – Re: Pittman v City of Troy and Troy Police Officer Hamzey

Noted and Filed

G-8 Memorandum – Re: Denial of Plant Rehabilitation Exemption Certificate

Noted and Filed

G-9 Memorandum – Re: Proposed Establishment of Chapter 20 Drains by the Oakland County Drain Commission

Noted and Filed

G-10 Memorandum – Re: Recap of the 9/6-7/02 City Council Retreat: *The High-Performance Governing Body*

Noted and Filed

G-11 Memorandum – Re: Amendment to Chapter 10 Employees Retirement System – Prior Governmental Retirement Service

Noted and Filed

G-12 Memorandum – Re: Sanitary Sewer Overflows in the Evergreen-Farmington Drainage District

Noted and Filed

G-13 Memorandum – Re: Economic Development Update

Noted and Filed

G-15 Memorandum – Re: Comparative Collection/Disposal Costs Between Troy and Madison Heights

Noted and Filed

G-16 Memorandum – Re: Senate Bill 3

Noted and Filed

G-17 Fax – Received from Sally Stoll – Michigan Department of Environmental Quality – Re: Wetland Permit Applications for D.A.J. Enterprises, LLC – The Estates at Cambridge

Noted and Filed

PUBLIC COMMENT

The meeting adjourned at 10:28 PM

_____
Matt Pryor, Mayor

_____
Tonni L. Bartholomew - City Clerk

PROCLAMATION
NATIONAL BREAST CANCER AWARENESS MONTH
OCTOBER 2002

WHEREAS, October 2002 is National Breast Cancer Awareness Month; and

WHEREAS, October 18, 2002 is National Mammography Day; and,

WHEREAS, an estimated 203,500 new cases of female breast cancer will be diagnosed in 2002 and 40,000 women will die from the disease; and,

WHEREAS, an estimated 1,500 new cases of male breast cancer will be diagnosed in 2002 and 200 will die of the disease; and

WHEREAS, early detection and prompt treatment can significantly reduce suffering and death caused by this disease; and

WHEREAS, mammography, an "x-ray" of the breast, is recognized as the single most effective method of detecting breast changes that may be cancer long before physical symptoms can be seen or felt; and

WHEREAS, National Breast Cancer Awareness Month promotes the prevention of health complications from breast cancer by informing the public about early detection of the disease;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Troy does hereby proclaim **the month of October 2002 as National Breast Cancer Awareness Month** and **October 18 as National Mammography Day** in the City of Troy.

Signed this 7th day of October 2002

September 23, 2002

E-04

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
John Lamerato, Assistant City Manager
James Nash, Financial Services Director
Charles T. Craft, Chief of Police

SUBJECT: Budget Amendment – Request to Disburse Byrne Memorial Grant Funds

In August of 2001, the Troy Police Department, in conjunction with the Michigan State Police (MI) and the Auburn Hills Police Department (AH), received a Byrne Memorial Grant that provided funding to offset the cost of personnel assigned to the Metro Detroit Identity Theft Task Force. The City of Troy was designated to receive the grant funds and disburse them to the participating agencies. We received $98,122.89 and will be disbursing $63,773.84 to AH and MI as our subcontractors. The full amount was recognized as revenue to Troy and the disbursements will come from police administration contracted services account 305.7802.070.

In order to facilitate the disbursement of the funds a budget amendment in the amount of $63,774 and City Council authorization is required.

It is requested that City Council authorize both the budget amendment and the disbursement of Byrne Memorial Grant funds to the participating agencies.

August 29, 2001

RECEIVED

AUG 29 2001

CITY OF TROY
CITY MANAGER'S OFFICE

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
Charles T. Craft, Chief of Police CTC

SUBJECT: Byrne Memorial Grant

The incidences of identity theft and fraudulent uses of financial transaction devices – mainly credit cards – has been on the increase in the Detroit Metropolitan area for many years. In response to complaints from merchants in the City of Troy, an informal multi-jurisdictional task force was formed to cooperatively investigate these crimes. Over the past few years the membership has included agents from the Federal Bureau of Investigations, United States Secret Service, Unites States Postal Inspectors, United States Attorneys Office and the Troy Police Department. From the private sector, the Target Corporation provides office space and American Express has provided equipment and funding upon request.

In order to expand the number of investigators and formalize the task force, the Troy Police Department applied for a Byrne Memorial Grant to partially fund an officer from the Troy Police Department, the Auburn Hills Police Department and the Michigan State Police. The grant provides for a 50% funding level for the officers.

A formal task force known as the Detroit Metropolitan Identity Fraud Task Force will replace the existing informal task force. The Federal Bureau of Investigation and the Troy Police Department will jointly administer the task force with the Troy Police Department responsible for the grant and disbursement of the grant funds.

We have been notified that we have received a Byrne Memorial Grant of $125,040. $3,000 is set aside for investigative expenses and the remainder, $122,040, is for officer's salaries. Of this amount, $40,680 will be returned to the City of Troy to partially offset the cost of the officer we currently have assigned to the task force. No additional personnel will be needed to replace this officer.

Prepared by: Lieutenant Thomas Houghton

G-9

2002-2003 BUDGET AMENDMENT NO. 1

	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET
GENERAL FUND			
REVENUE			
FEDERAL GRANT - IDENTITY TASK FORCE	$ -	$ 63,774	$ 63,774
TOTAL AMENDMENT TO REVENUES		$ 63,774	
EXPENDITURES			
POLICE ADMIN. - CONTRACTED SERVICES	$ 37,700	$ 63,774	$ 101,474
TOTAL AMENDMENT TO EXPENDITURES		$ 63,774	

September 23, 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 2: Award To Lowest Acceptable Bidder Meeting Specifications— Asphalt Paver with Trade-in

RECOMMENDATION:
On August 14, 2002, three (3) bid proposals were opened to furnish one (1) Asphalt Paver less trade-in. After reviewing these proposals, the Public Works Department recommends awarding the contract to the lowest acceptable bidder, Colwell Equipment Company, at a total net cost of $51,760.00.

DETAIL: DESCRIPTION		**PRICE**
One (1) Each Leeboy Asphalt Paver Model 7000 with crawler track suspension		$52,760.00
Less trade-in: 1983 Miller MS708	(-)	(1,000.00)
Net Total:		**$51,760.00**

BACKGROUND
Currently, City employees use an antiquated 1983 Miller drag-type asphalt paver to make repairs in asphalt surfaces for parking lots, installation of asphalt walkways, and asphalt patches in concrete surfaces. The 19-year-old paver is very labor intensive and does not provide a long lasting quality paved surface.

EXPLANATION OF BID NOT MEETING SPECIFICATIONS
Public Works staff investigated the market and developed specifications around several models, all of which could meet or exceed the final specification developed. Besides the Leeboy paver, units manufactured by Mauldin, Barbara Green, Blawknox, and Caterpiller could have met specifications although some units may be higher in cost.

The low apparent bid ($34,600.00) submitted by Michigan Skid Loader offering a Gehl Model 1648 was determined not to meet specifications in three specific areas.

	REQUIREMENT	**GEHL MODEL 1648**
Engine Horsepower:	50 HP	41 HP
Ground Speed Range	0-220 feet / minute	0-130 feet / minute.
Material Hopper	Mechanical conveyor type	Gravity conveyor type

All of these specification elements are very important in allowing staff to perform this operation in the most efficient and cost effective manner possible.

ENGINE HORSEPOWER AND GROUND SPEED: The lack of horsepower is a major drawback. The smaller engine results in a ground speed reduction of approximately ninety (90) feet per minute. While only under the most specialized circumstances would it be possible to operate a paver at its' maximum ground speed, it is extremely important when relocating the unit on the jobsite and in positioning itself on the actual location where the paving is to occur. Lag time results in wasted dollars.

CONVEYOR: The extra horsepower is also needed for the mechanical conveyor material hopper. The conveyor system feeds the asphalt into the paving auger at an even rate that results in a superior end product. In using a gravity feed type conveyor, two employees must be stationed at both sides of the hopper with shovels making sure the material is fed into the auger at an even rate. If this occurs, no voids are left in the end product. When voids do occur, they must be filled by hand and given a hand tamp before being rolled out. All of which increases costs and reduces efficiency.

BUSINESS CASE: To change the process to the more efficient conveyor system the following business case is provided to establish true costs of this equipment:

- The seven-man crew needed for the gravity process can be reduced to five men for the conveyor process. Therefore, two (2) MSE-C employees can be reassigned to different duties with the conveyor paver.
- The work is done in eight (8) hour shifts, two (2) days per week, five (5) months a year.
- The rate of the lowest paid MSE-C employee with benefits ($23.75 per hour) is used for the cost analysis.
- Therefore, $7,600 per year (320 hours @ $23.75) will be saved with an improved process for asphalt paving. The price differential of $17,660 for changing processes from gravity to conveyor technology can be captured in 2.33 years. If this new piece of equipment were to be kept the same number of years as the last piece of equipment, the City would experience approximately $126,700 in employee cost savings at current rates for the same time span.

SUMMARY: The Gehl Model 1648 is a gravity-type feed paver and a conveyer feed was specified. The City will experience an employee cost savings for asphalt paving after 2.33 years for changing the process. Staff contacted Michigan Skid Loader (MSL), to inquire if Gehl made a machine that could meet specifications. MSL indicated that Gehl does not. Based on the factors presented, it is staff's recommendation that this purchase be awarded to the low bidder meeting specifications, Colwell Equipment Company of Canton Michigan.

BUDGET:
Funds for this equipment are available through the Public Works Local Roads operating budget account # 499.7978.010.

24 Bids Sent
3 Bids Received: (2 responsive bids, 1 bid did not meet specifications)
6 Sent No Bid Responses (5 Do not handle this equipment; 1 Carries different types of pavers)

Contacted – Debriefing Form Not Prepared by Bid Date
1 Company (E S Rice Landscape Inc.) is no longer in business
1 Company's bid was sent to the wrong address – Miller Equipment did not notify that Livonia site closed)
1 Company (AIS) listed with two addresses – sent no bid response from one location
1 Company (Evans Equipment) is waiting for a distributorship
11 Companies do not sell pavers

Prepared by: Vicki Richardson, Administrative Aide

CITY OF TROY SBP 02-36

Opening Date -- 8/14/02
Date prepared-- 9/23/02

BID TABULATION
ONE ASPHALT PAVER W/TRADE-IN

QTY.	DESCRIPTION				
	VENDOR NAME:	**	**COLWELL EQUIPMENT CO**	MICHIGAN CAT	
1 EA	ONE NONHIGHTWAY-CLASS ASPHALT PAVER (LEEBOY ASPHALT PAVER MODEL 7000) WITH CRAWLER TRACK SUSPENSION		**$ 52,760**	$ 53,386	
	Quoting On:		LEE BOY	MAULDIN	
	Manufactured By:		7000	1500 SUPER PAVER	
1 EA	**LESS:** TRADE-IN OF 1983 MILLER MS708 HYDRAULICALLY CONTROLLED TOWED PAVER		**$ (1,000.00)**	$ (500.00)	
	NET TOTAL PRICE:	**	**51,760.00**	52,886	$
	LOCATION:		CANTON	MACOMB	
	INVENTORY OF REPLACEMENT PARTS:		$ 50,000.00	$ 2,000.00	
	TURN AROUND TIME ON SPECIAL ORDERS:		24 HOURS	1-2 WEEKS	
	SERVICE PROBLEM - WITH HOURS:		1 HOUR	2 HOURS	
	TERMS		NET 20 DAYS	NET 30	
	WARRANTY		1 YR P/L	1 YEAR	
	DELIVERY		FROM STOCK TO 30 DAYS	4 WEEKS ARO	
	EXCEPTIONS		LISTED IN BID	LISTED IN BID	

DMS:
Michigan Skid Loader ($34,100.00 net total) Reason: Equipment not as specified.

NO BIDS:
Northern Mich Eqmt Co
Burke Eqmt Co
Bell Eqmt Company
AIS Construction
Munn Trailer Sales Inc
Hertz Eqmt Rental

PROPOSAL-- One(1) Nonhighway-Class LeeBoy Model 7000 Asphalt Paver or Approved Alternate w/Trade-in

**** DENOTES LOWEST ACCEPTABLE BIDDER**

ATTEST:
Vicki Richardson
Cecilia Brukwinski
Linda Bockstanz

Jeanette Bennett
Purchasing Director

G:ASPHALT PAVER SBP 02-36

AIS CONSTRUCTION EQUIPMENT
3600 N GRAND RIVER AVE
LANSING MI 48906

AIS CONSTRUCTION EQUIPMENT CO
56555 PONTIAC TRAIL
NEW HUDSON MI 48165

BELL EQUIPMENT COMPANY
78 NORTHPOINTE DRIVE
LAKE ORION MI 48359

BURKE EQUIPMENT CO
36000 MOUND ROAD
P O BOX 8010
STERLING HEIGHTS MI 48311-8010

CHAUSSE MANUFACTURING CO. INC.
8100 JOY ROAD
DETROIT MI 48204

COLWELL EQUIPMENT CO
5755 BELLEVILLE RD
P O BOX 87157
CANTON MI 48187-0157

CONTRACTORS MACHINERY CO
13200 NORTHEND AVENUE
OAK PARK MI 48237-3266

EVANS EQUIPMENT CO INC
G-3283 S DORT HIGHWAY
BURTON MI 48529

GREGWARE EQUIPMENT CO
5085 ALPINE AVE N W
P O BOX L
GRAND RAPIDS MI 49501

HERTZ EQUIPMENT RENTAL
6227 15 MILE ROAD
STERLING HGTS MI 48312

JACKIE'S TRANSPORT INC
7811 CHUBB
NORTHVILLE MI 48167

MERCER'S EQUIPMENT RENTALS
21588 DIX-TOLEDO
BROWNSTOWN MI 48183

MICHIGAN SKID LOADER INC
4454 22 MILE RD
UTICA MI 48317

MIDWEST TOOL & EQUIPMENT CENTER
4485 HIGHLAND RD
WATERFORD MI 48328-1223

MILLER EQUIPMENT COMPANY
31020 INDUSTRIAL ROAD
LIVONIA MI 48150

MUNN TRACTOR SALES INC
3700 LAPEER ROAD
AUBURN HILLS MI 48326

NORTHERN MICHIGAN EQUIPMENT COMPANY
476 US 31 SOUTH
PO BOX 1270
TRAVERSE CITY MI 49685-1270

PAMAR ENTERPRISES INC
58021 GRATIOT
NEW HAVEN MI 48048

PIRTEK METRO DETROIT
25363 DEQUINDRE ROAD
MADISON HEIGHTS MI 48071

R&E TRUCKING INC
14141 ECKLES ROAD
PLYMOUTH MI 48170

RICE, S.E. LANDSCAPE INC
2629 GLENVIEW AVE
ROYAL OAK MI 48073

ROAD MACHINERY & SUPPLIES CO.
NORTH HWY 2 (BOX 841)
IRON MOUNTAIN MI 49801

THE CAT RENTAL STORE
24460 NOVI ROAD
NOVI MI 48375

WOLVERINE TRACTOR
25900 W 8 MILE ROAD
SOUTHFIELD MI 48034

September 24, 2002

TO: The Honorable Mayor and City Council

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

SUBJECT: Reconsideration of Section 1 Golf Course Site Plan Approval Conditions

At the August 5, 2002 Council meeting, Resolution #2002-08-455 approving the Section 1 Golf Course site plan passed with 13 caveats and 4 amendments. One of the caveats, number 10, required the City to apply to the Board of Zoning Appeals to construct a landscaped berm instead of a wall. This was to shield the residential property immediately west of the site, belonging to Mr. Mead.

As you know, the City has now purchased the Mead property. Because of this, City management is requesting Council reconsider this issue and permit installation of the 4' 6"-high masonry wall required by ordinance.

F-3 Final Plat Approval – Abbotsford Parc Subdivision – South Side of Abbotsford, West of John 4 – Section 11, R-1C

Resolution #2002-08-454
Moved by Pallotta
Seconded by Beltramini

RESOLVED, That Final Plat Approval for Abbotsford Parc Subdivision, nine (9) lots, located on the south side of Abbotsford, west of John R in Section 11, is hereby **GRANTED**, as recommended by City Management.

Yes: All-7

BREAK: 9:00 PM – 9:16 PM

F-5 Preliminary Site Plan Review (S.P. #879) - City of Troy Section 1 Golf Course – South of South Boulevard and East of John R Road – Section 1 – C-F

Resolution #2002-08-455
Moved by Beltramini
Seconded by Pallotta

RESOLVED, That the Preliminary Site Plan as submitted under Section 18.80.00 (B) of the Zoning Ordinance (Site Plan Review of C-F zoned public property), for the development of the City of Troy, Section 1 Golf Course, south of South Boulevard and east of John R Road in Section 1, within the C-F zoning district and 202.6 acres in size be **APPROVED** with the following caveats:

1. At southwest corner of the course, for every house on Shoreline that is adjacent to the course, which includes from 6418 to 6598 Shoreline, a chain link construction fence will be erected that will be temporary, to be removed when course is opened if not before. This fence will be built east of the property line in a responsible manner to save as many trees as possible, with the portion of the fence adjacent to the ditch to be built west of the ditch.
2. A permanent 3-rail wooden split rail fence will be erected by the City of Troy, at its expense, for every house on Shoreline that abuts the course, which includes from 6418 to 6598 Shoreline. This fence will be constructed on the property line or east of the property line within one or two feet, to permit lawn sprinkler heads, etc. to be missed. Adjacent property owners will be notified accordingly. The fence will continue east along the southern property line for a short distance, to be decided between the adjacent property owners, the City of Troy and the golf course developer.
3. Wild rose bushes will be planted by the City of Troy, at its expense, along the entire length of the permanent split-rail fence. These will be planted on the residential side of the fence. The bushes will be maintained by the adjacent property owners, which will include watering, insect care, trimming and replacement as necessary.
4. The ditch behind the residences on Shoreline which is located east of the property line of the golf course shall remain as it exists today. The ditch shall not be altered, moved, or filled in any manner. All golf course construction activity shall be east of the ditch.

5. On the southern property line, to permit animals to travel between the golf course property and the School District property, the bottom of the chain link construction fence to be erected shall be at least 12 inches off the ground, from the southeast end of the fence at the pond west to the beginning of the split-rail fence.
6. The southeast end of the chain link construction fence, at the corner near the pond, will veer away from the property line in a northeast direction to the edge of the pond. This is adjacent to the end of Evanswood Street. This will allow the berm and evergreen type trees planted on it located behind 2637 Robart, known as Mrs. Dombroskis's house to be preserved. The berm and trees will be south of the fence. Several significant old growth trees will also be south of the fence.
7. The City of Troy requires any developer of property in the City to produce a "Tree Preservation Plan" for any project. This plan includes the logging of every tree by size, type and location. Responsibility for the administration of the "Tree Preservation Plan" is the Troy Park and Recreation Department. For the project known as Troy Golf Course #2, this requirement was waived by the Troy Park and Recreation Department. Tree removal at the northern end of the Fonz landfill will be allowed to begin immediately. In addition, other trees on any portion of the landfill that must be removed can be removed based on the requirements of the Michigan Department of Environmental Quality (MDEQ) or the Michigan Department of Natural Resources (DNR). City Management will designate the treed area of the proposed fairway, tee boxes, and greens using caution tape. The public will be allowed a comment period until September 11, 2002 before any trees are removed from the southeast portion of the site.
8. At the east end of the property purchased from the Troy School District, adjacent to the pond and the northern end of Evanswood Street, there exists considerable old growth forest, or trees. Types of trees include beech, cherry, oak, tulip and hickory. Dr. Carl Freeman estimates some of these trees are over eighty years old. Every attempt must be made to preserve every possible tree in the construction of the golf course. Additionally, trees throughout the course should be saved whenever possible, taking into consideration the requirements of the Michigan Department of Environmental Quality (MDEQ) and the Michigan Department of Natural Resources (DNR), as applicable.
9. For Golf Course #2 the design, construction, maintenance and course management shall be to the standards of both Michigan Turfgrass Environmental Stewardship Program and the Audubon International Cooperative Sanctuary Program. All activities and decisions relating to the management of the courses will be designed so each course, at some time in the future, can apply for and receive the "Certified" designation awarded by the Audubon International Cooperative Sanctuary Program. Further, the City of Troy shall pledge its activities to be similar to both the Natural Resources Management Plan and stewardship concepts as described by Audubon International
10. To shield the residential property immediately west of the maintenance shed and clubhouse area, the City shall apply for a variance from the Board of Zoning Appeals for the construction of a landscaped berm instead of a wall. This berm shall be planted with evergreen type trees to shield noise and light.
11. An inventory of significant natural features of the golf course site will b e conducted, including plants and animals. This inventory will be conducted throughout a full growing season. City personnel qualified to conduct this inventory shall seek the participation and assistance of qualified and/or interest3d citizens. The results of the inventory shall be announced and published electronically and through the newspaper media.

12. In the future, consideration shall be made to incorporate Golf Course #2 in a walking path plan for the City of Troy. Potential for this path to be along the east side of the pond should be considered.
13. A golf course will be built with habitat and natural features that ll the citizens of Troy will be very, very, very proud of, and one that golfers will love for its skill requirements and overall challenge.; and

FURTHER RESOLVED, That the following amendments be included:

- The golf course shall be built in a manner as presented tonight.
- The tee location for Hole 17 is to be at least 50-feet from the property line.
- Any 10 foot variation on any tee or green location will require Planning Commission approval.
- It will not be necessary to inventory and record tree locations anywhere on the landfill cap.

Yes: All-7

F-4 Museum Physical Maintenance and Conservation Plan

Resolution #2002-08-456
Moved by Pallotta
Seconded by Broomfield

RESOLVED, That the Museum Physical Maintenance and Conservation Plan between the City of Troy and Gerald J. Yurk Associates is hereby **APPROVED** for the completion of Phase II through Phase VII, and the Mayor and City Clerk are authorized to execute the documents, a copy of which shall be attached to the original Minutes of the meeting.

Yes: All-7

G-13 Letter from Jack Turner, Chairperson – Veterans Memorial Committee – RE: Patriotic Fourth of July Celebration

Noted and Filed

G-14 Memorandum – Re: Peacock Farms Update – 6355 Rochester Road

Noted and Filed

G-17 Letter Received from Philip Ode and Response from Mark Stimac – Re: City of Troy's Ordinance Governing Antenna Structures for Amateur Radio Stations

Resolution #2002-08-457
Moved by Pryor
Seconded by Howrylak

RESOLVED, That City Council direct the Planning Commission to revisit the current ordinance to reconsider a height more in compliance with federal standards for amateur radio transmission devices.

Yes: All-7

September 25, 2002

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
John M. Lamerato, Assistant City Manager/Finance & Administration
Jeanette Bennett, Purchasing Director

SUBJECT: Standard Purchasing Resolution 3: Exercise Renewal Option for National Cooperative Purchasing Program (NACo) with Graybar & Grainger - Industrial/Commercial Products, Equipment, Supplies And Related Services

RECOMMENDATION

On April 9, 2001, the Troy City Council approved contracts for Industrial/ Commercial Products and related services to Graybar Electric Company and Grainger Industrial Supply, with the option to renew for two additional one-year periods (Res#2001-04-188-E-7). The first year option was exercised by the National Cooperative Purchasing Program (NACo) expiring September 30, 2002, and approved by the Troy City Council on October 15, 2001 (Resolution #2001-10-499-E-9). The Purchasing Department has been notified that the contracts are to be renewed on a month-to-month basis until the award of new contracts or September 30, 2003, whichever occurs first. Los Angeles County is opening new bids for these items on September 30, 2002. Staff, therefore, recommends exercising the option to renew these contracts on a month-to-month basis until the new contracts are in place or no later than September 30, 2003. The discount structure originally bid and indicated below will remain the same –

DETAIL

GRAYBAR
Electrical Products-Equipment Supplies and Related Services
Discounts from 15 – 74% off Manufacturers' List

GRAINGER
Hardware-Paint-Electrical-HVAC-Equipment Supplies and Related Services

Stanley/Proto Hand Tools	58% off list
Milwaukee Power Tools	46% off list
Dewalt Power Tools	48% off list
GE Large Lamps	59.5% off list
Stage/Studio Lamps	52.5% off list
Grainger Catalog	15% off list
Additional Specific Mfg Discounts	28% - 58% off list

MARKET SURVEY

Since this a nationally bid contract, we can only accept or decline to participate in the contract and cannot do pricing comparisons.

BUDGET

Funds for this contract are charged to various department-operating budgets as needed.

Jeanette Bennett

From: Susan A Leirstein
Sent: Wednesday, September 25, 2002 10:47 AM
To: Jeanette Bennett
Subject: FW: Naco - Grainger/Graybar Contract Extension

FYI....

-----Original Message-----
From: Peter Foley [mailto:pfoley@uscommunities.org]
Sent: Tuesday, September 24, 2002 7:48 PM
To: 'Susan A Leirstein'
Cc: LINDA BOCKSTANZ
Subject: RE: Naco - Grainger/Graybar Contract Extension

Dear Susan,

They are on month to month extensions as shown on our website and the new solicitation is on the street now with bids due 9.30.02. Los Angeles County has assured us the existing contracts will be in place until the new one is awarded or until 9.30.03 which is the final date for the existing contracts. LA County is signing month to month extensions with the current suppliers but as you can imagine it takes us time to get copies and put on the website.

Hope this helps.

Best wishes - Peter

-----Original Message-----
From: Susan A Leirstein [mailto:LeirsteiSA@ci.troy.mi.us]
Sent: Monday, September 23, 2002 2:07 PM
To: 'pfoley@uscommunities.org'
Subject: Naco - Grainger/Graybar Contract Extension

Peter,

What can you tell me about the contract extensions for Grainger and Graybar. From what I can find on the website, it looks like they may have been extended on a month-to-month basis expiring 9/30/03. Is there any formalized documents put out by LA County to back this up???

I appreciate any help you can give me, as I need to go back to Council ASAP.

Thanks,

Susan Leirstein, CPPB
City of Troy
248.524.3338

E-6 Private Agreement for Boulder Office Building – 1080 Kirts – Project No. 01.904.3

Resolution #2001-10-499-E-6

RESOLVED, That the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and Troy Center Office L.L.C., is hereby approved for the installation of water main, storm sewer and paving at 1080 Kirts, 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.

E-7 SMART Dial-a-Ride Service Agreement

Resolution #2001-10-499-E-7

RESOLVED, That the request that the City transfer Municipal Credit funds in the amount of $76,084.00 and Community Credit funds in the amount of $60,066.00 to SMART for the operation of Dial-a-Ride is hereby approved and the Mayor and City Clerk are authorized to execute the documents and copies shall be attached to the original Minutes of this meeting.

E-8 Employment Agreement – City Attorney

Resolution #2001-10-499-E-8

WHEREAS, The City Council and Lori Grigg Bluhm have agreed to the terms and conditions of employment of the City Attorney.

NOW, THEREFORE, BE IT RESOLVED, That the Employment Agreement between the City of Troy and Lori Grigg Bluhm, dated October 15, 2001, is hereby approved, and the Mayor and City Clerk are authorized and directed to execute said document on behalf of the City of Troy, a copy of which shall be attached to the original Minutes of this meeting.

E-9 Standard Purchasing Resolution 3: Exercise Renewal Option for National Cooperative Purchasing Program (NACo) with Graybar & Grainger – Industrial/Commercial Products, Equipment, Supplies and Related Services

Resolution #2001-10-499-E-9

WHEREAS, On April 9, 2001, three 3-year contracts to provide Industrial/Commercial Products, Equipment, Supplies and Related Services to the City of Troy and participating Tri-County Purchasing Cooperative Members from the best value bidders, Graybar Electric Company and Grainger Industrial Supply were approved through a “piggyback” addendum with Los Angeles County and the National Cooperative Purchasing Program Contract #57128/57141 (Resolution #2001-04-188-E-7); and

WHEREAS, Both awarded bidders have agreed to exercise the first of two 1-year renewal options and NACo has approved the renewals under the same prices, terms and conditions and has extended both contracts through the National Cooperative Purchasing Program (NACo);

NOW, THEREFORE, BE IT RESOLVED, That the option to renew the contracts are hereby exercised with Graybar and Grainger through the National Cooperative Purchasing Program (NACo) to provide Industrial/Commercial Products, Equipment, Supplies and Related Services under the same contract prices, terms, and conditions expiring September 30, 2002.

E-10 Request for Temporary Trailers – Acura of Troy – 1828 Maplelawn

Resolution #2001-10-499-E-10

RESOLVED, That the request from Mike Savoie, President of Acura of Troy, to place two office trailers serving the existing dealership at 1828 Maplelawn on the site of the existing building at 1900 W. Maple to be used for temporary office space is hereby approved for a period not to exceed 7-months, in accordance with Chapter 47, House Trailers and Trailer Courts, Section 6.41 (2), of the Code of the City of Troy.

E-12 Abandonment of Un-useable Water Main Easements and Acceptance of Replacement Water Main Easement at 1815 and 1819 Maplelawn, Sidwell #88-20-29-426-047

Resolution #2001-10-499-E-12

RESOLVED, That the City of Troy hereby abandons the two water main easements described in the attached exhibit, with description “A” being recorded in Liber 10437, page 777, and description “B” being an unrecorded easement, both being a part of property having Sidwell #88-20-29-426-047, commonly known as 1815 and 1819 Maplelawn; and

BE IT FURTHER RESOLVED, That the replacement water main easement from Elder Land Development Company, being a part of property having Sidwell #88-20-29-426-047, commonly known as 1815 and 1819 Maplelawn is hereby accepted for public water main purposes; and

BE IT FURTHER RESOLVED, That 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-14 Voice and Data Communication Upgrades and Contract Extensions

Resolution #2001-10-499-E-14

WHEREAS, In 1996, City Council awarded a contract for telephone equipment and service to Lucent Technologies as a result of a Request for Proposal process (Resolution #96-691); and

October 9, 2001

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
John M. Lamerato, Assistant City Manager/Finance & Administration
Jeanette Bennett, Purchasing Director

SUBJECT: Standard Purchasing Resolution 3: Exercise Renewal Option for National Cooperative Purchasing Program (NACo) with Graybar & Grainger - Industrial/Commercial Products, Equipment, Supplies And Related Services

RECOMMENDATION

On April 9, 2001, the City Council approved a (3) year contract for Industrial/Commercial Products and related services to Graybar Electric Company and Grainger Industrial Supply, with the option to renew for two additional one-year periods (Res#2001-04-188-E-7). The Purchasing Department recommends the acceptance of the first year option exercised by NACo to renew the contracts. The contracts will expire on September 30, 2002 with one additional optional year remaining. The discount structure originally bid and indicated below will remain the same –

DETAIL

GRAYBAR
Electrical Products-Equipment Supplies and Related Services
Discounts from 15 – 74% off Manufacturers' List

GRAINGER
Hardware-Paint-Electrical-HVAC-Equipment Supplies and Related Services

Stanley/Proto Hand Tools	58% off list
Milwaukee Power Tools	46% off list
Dewalt Power Tools	48% off list
GE Large Lamps	59.5% off list
Stage/Studio Lamps	52.5% off list
Grainger Catalog	15% off list
Additional Specific Mfg Discounts	28% - 58% off list

MARKET SURVEY

Since this a nationally bid contract, we can only accept or decline to participate in the contract and cannot do pricing comparisons.

BUDGET

Funds for this contract are charged to various department-operating budgets as needed.

Prepared by Linda Bockstanz, Associate Buyer

TERM CONTRACT

AMENDMENT

INTERNAL SERVICES DEPARTMENT

NUMBER : 41204 AMENDMENT : 01
BUYER : DIANNE BURNS
BUYER PHONE : (323) 267-2305-0000
T-NUMBER : T185A
DATE ISSUED : 09/26/01
VENDOR NUMBER : 501079 -01
VENDOR PHONE : (909) 451-4430-0000
REQ AGENCY : IS9000
INTERNAL SERVICES DEPARTMENT
AGENCY REQ NO. :
REQ NO. : 1005836
FISCAL YEAR : 02
EFFECTIVE DATE : 10/01/01
EXPIRATION DATE: 09/30/02

TYPE CHANGE : ADMINISTRATIVE CHANGE

GRAYBAR ELECTRIC
383 S. CHERYL LANE
WALNUT, CA 91789-3003

ELECTRICAL PRODUCTS

EXTENSION OF AGREEMENT

FROM: 10-1-01 TO: 09-30-02

BASIS: LETTER SIGNED BY VINCENT LOPEZ ON 08-26-01 OFFERING TO EXTEND AGREEMENT FOR AN ADDITIONAL 12 MONTHS IN ACCORDANCE WITH THE OPTION.

ADD THE FOLLOWING CANCELLATION CLAUSE TO AGREEMENT EFFECTIVE 10-01-01

THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO CANCEL THIS AGREEMENT UPON 30 DAYS WRITTEN NOTICE. VENDOR MAY CANCEL AGREEMENT AFTER INITIAL YEAR OF THE AGREEMENT EXTENSION PERIOD, UPON 90 DAYS WRITTEN NOTICE. THE COUNTY MAY CONTINUE TO PLACE ORDERS AGAINST THE AGREEMENT UNTIL THE EFFECTIVE DATE OF SUCH CANCELLATION.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

COUNTY OF LOS ANGELES

VENDOR SIGNATURE/DATE

TERM CONTRACT

AMENDMENT

INTERNAL SERVICES DEPARTMENT

NUMBER : 41021 AMENDMENT : 01
BUYER : KEVIN BYRNES
BUYER PHONE : (323) 267-2292-0000
T-NUMBER : T031C
DATE ISSUED : 09/27/01
VENDOR NUMBER : 043568 -01
VENDOR PHONE : (213) 634-7371
REQ AGENCY : IS9000
INTERNAL SERVICES DEPARTMENT
AGENCY REQ NO. :
REQ NO. : 1004670
FISCAL YEAR : 99
EFFECTIVE DATE : 09/01/98
EXPIRATION DATE : 09/30/02

TYPE CHANGE : ADMINISTRATIVE CHANGE

W W GRAINGER INC
2211 E. OLYMPIC BLVD.
LOS ANGELES, CA 90021-2521

HARDWARE-PAINT-ELECTRICAL

AGREEMENT OF EXTENSION AMENDMENT A
FROM: 10/01/01
TO: 09/30/02
BASIS: LETTER SIGNED BY ANDREW GUZZON, DATED 8/31/01, OFFERING TO EXTEND AGREEMENT FOR AN ADDITIONAL 12 MONTHS PER OPTION.

ADD THE FOLLOWING CANCELLATION CLAUSE TO AGREEMENT EFFECTIVE 10/01/01.

THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO CANCEL THIS AGREEMENT UPON 30 DAYS WRITTEN NOTICE. VENDOR MAY CANCEL AGREEMENT AFTER INITIAL YEAR OF THE AGREEMENT EXTENSION PERIOD, UPON 90 DAYS WRITTEN NOTICE. THE COUNTY MAY CONTINUE TO PLACE ORDERS AGAINST THE AGREEMENT UNTIL THE EFFECTIVE DATE OF SUCH CANCELLATION.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

COUNTY OF LOS ANGELES

VENDOR SIGNATURE/DATE

E-7 Standard Purchasing Resolution 4: National Cooperative Purchasing Program (NACo) – Industrial/Commercial Products, Equipment, Supplies and Related Services

Resolution #2001-04-188-E-7

RESOLVED, That a three-year contract to provide for Industrial/Commercial Products, Equipment, Supplies and Related Services to the City of Troy and participating Tri-County Purchasing Cooperative Members from the best value bidders, Graybar Electric Co. and Grainger Industrial Supply are hereby approved through a "piggyback" addendum with Los Angeles County and the National Cooperative Purchasing Program Contract #57128/57141 under the following discount structure to commence on the date of award and expire September 30, 2001, with an option to renew for an additional two years.

GRAYBAR
Electrical Products-Equipment Supplies and Related Services
Discounts from 15 – 74% off Manufacturers' List

GRAINGER
Hardware-Paint-Electrical-HVAC-Equipment Supplies and Related Services

Stanley/Proto Hand Tools	58% off list
Milwaukee Power Tools	46% off list
Dewalt Power Tools	48% off list
GE Large Lamps	59.5% off list
Stage/Studio Lamps	52.5% off list
Grainger Catalog	15% off list
Additional Specific Mfg Discounts	28% - 58% off list

E-8 Approval to Charge Admission Fee/Flynn Park

Resolution #2001-04-188-E-8

RESOLVED, That Athens High School is granted permission to charge admission for their annual varsity softball tournament at Flynn Park on May 19, 2001. The daily admission fees are: Adults - $3.00; Students/Seniors - $2.00

March 23, 2001

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
John M. Lamerato, Assistant City Manager/Finance & Administration
Jeanette Bennett, Purchasing Director

SUBJECT: Standard Purchasing Resolution 4: National Cooperative Purchasing Program (NACo)—
Industrial/Commercial Products, Equipment, Supplies And Related Services

RECOMMENDATION

The Purchasing Department recommends participation in a competitively bid three- (3) year contract for Industrial/Commercial Products and related services to Graybar Electric Company and Grainger Industrial Supply, the best value bidders, awarded by Los Angeles County and made available through the National Cooperative Purchasing Program (NACo) Contract #57128/57141 to commence on the date of award and expire September 30, 2001, with an option to renew for two additional one-year periods, under the discount structure illustrated below –

DETAIL

GRAYBAR

Electrical Products-Equipment Supplies and Related Services
Discounts from 15 – 74% off Manufacturers' List

GRAINGER

Hardware-Paint-Electrical-HVAC-Equipment Supplies and Related Services

Stanley/Proto Hand Tools	58% off list
Milwaukee Power Tools	46% off list
Dewalt Power Tools	48% off list
GE Large Lamps	59.5% off list
Stage/Studio Lamps	52.5% off list
Grainger Catalog	15% off list
Additional Specific Mfg Discounts	28% - 58% off list

SUMMARY

Two companies submitted competitive bids to the County of Los Angeles. Graybar was the only one to adhere to their requirements for cable & electrical products, equipment and supplies. Grainger was the only one to adhere to their requirements on the bid for hardware, paint, electrical, plumbing, roofing products, equipment and related supplies and services. Vendors that did not meet specifications took an exception to firm prices for the three-year contract period and, therefore, were disqualified.

BUDGET

Funds for this contract are charged to various department-operating budgets as needed.

Prepared by Linda Bockstanz, Associate Buyer

September 24, 2002

TO: The Honorable Mayor and City Council

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

SUBJECT: Standard Purchasing Resolution 2: Bid Award – Lowest Acceptable Bidder – Motorola Alert Monitor Receivers for Firefighters

RECOMMENDATION

On September 18, 2002, bid proposals were opened to provide Motorola Minitor IV Selective Call Alert Monitor Receivers. After reviewing the bid proposals, the Fire Department recommends awarding the contract to the lowest acceptable bidder, Adams Electronic Company, at an estimated total cost of $74,313.00, at unit prices contained in the attached bid tabulation opened 9/18/02.

SUMMARY

QUANTITY	DESCRIPTION	UNIT PRICE
	Equipment:	
180	Motorola Minitor IV Selective Call Alert Monitor Receivers	$ 373.85
	Accessories:	
180	Program Units	No Charge
180	Engrave Cases	$ 4.50
	Maintenance:	
180	5 Year Extended Warranty R522AA	$ 34.50
	ESTIMATED GRAND TOTAL:	$74,313.00

EXPLANATION OF BIDS NOT MEETING SPECIFICATIONS

Bids received from Comsource and Digicom Inc. were not considered for award because pricing was not provided for all items. The equipment, accessories, and maintenance were awarded to the lowest total responsible bidder meeting specifications to ensure a single point of contact in the event of any equipment failure or warranty issues.

BACKGROUND

The receivers will replace 11-12 year old equipment that is breaking down and no longer repairable. The receivers are the primary means of alerting firefighters to respond to emergencies. Due to budgetary limitations, staff does not recommend purchasing the additional batteries or carrying cases at this time.

September 24, 2002

To: The Honorable Mayor and City Council
Re: Bid Award – Motorola Alert Monitor Receivers

BUDGET

Funds for this equipment are available from the Fire Department Operating Equipment Account #338.7740.115.

40 Bids Sent
10 Bids Received: 8 Responsive bids
2 Bids did not meet specifications
12 Debriefing Documents Received:
11 Bidders do not carry the product specified
1 Bidder could not be competitive

Prepared by: David Roberts, Assistant Fire Chief

CITY OF TROY
BID TABULATION
MOTOROLA MINITOR IV

Opening Date-- 9/18/02
Date Prepared-- 9/23/02

SBP 02-43

VENDOR NAME:	** ADAMS ELECTRONIC COMPANY	WIRELESS RESOURCES INC	BEARCOM	ADVANCED WIRELESS TELECOM
QTY DESCRIPTION	**UNIT PRICE**	**UNIT PRICE**	**UNIT PRICE**	**UNIT PRICE**
180 EA **Motorola Minitor IV Selective Call Alert Monitor Receivers** Model A03KUS9239AC including VHF Two-Frequency Stored Voice with Scan & Vibra-Page. Rechargeable nickel cadmium AAA Batteries. Single-Unit Battery Charger Model NYN8346B w/power transformer Model AEC-3560B	**$ 373.85**	$ 380.00	$ 381.00	$ 384.72
ACCESSORIES:				
ITEM				
1. 180 Additional Set of 2 rechargeable nickel cadmium batteries	$ 3.95	$ 5.00	$ 8.00	$ 4.50
		NYN8345A	(2x$4.00)	
2. **Programming the Units in accordance with the attached specifications.**	**NO CHARGE**	INCLUDED	NO CHARGE	NO CHARGE
3. **Case engraving in accordance with specifications.**	**$ 4.50**	$ 6.00	$ 8.00	$ 8.00
4. Leather carrying case	$ 13.95	$ 22.00	$ 12.00	$ 24.00
5. Nylon carrying case	$ 8.95	$ 4.00	$ 11.00	$ 7.00
6. Programming Software	$ 5.00	$ 90.00	INCLUDED	$ 40.00
WARRANTY:	12 MONTHS	12 MONTHS	12 MONTHS	1 YEAR
Marked Attachment Yes or No	"A"	"A"	BLANK	BLANK
OPTIONAL:				
3 Year Extended Warranty R336AA:	$ 22.00	$ 21.00	$ 24.00	$ 22.75
5 Year Extended Warranty R522AA:	**$ 34.50**	$ 33.00	$ 38.00	$ 34.75
ESTIMATED GRAND TOTAL ALL ITEMS:	$ 79,151.00	$ 81,090.00	$ 82,440.00	$ 83,374.60
ESTIMATED GRAND TOTAL AWARDED ITEMS:	**$ 74,313.00**	$ 75,420.00	$ 76,860.00	$ 76,944.60
SERVICE INFORMATION:				
Location:	BECK ROAD WIXOM, MI	SO. CENTRAL ROCKFORD, IL	SHAUMBURG IL	FARMINGTON HILLS MI
TERMS:	NET 30 DAYS	NET 30	NET 45	NET 30
WARRANTY:	1 YEAR	ATTACHED TO BID	12 MONTHS	ONE YEAR
DELIVERY DATE (S):	15-20 DAYS ARO	1-3 WKS ARO	14-21 DAYS	3 WKS PAGERS 2 WKS ENGRAVING 2 DAYS PROGRAMMING
EXCEPTIONS	NONE	BLANK	BLANK	BLANK

Debriefing Document Summary: (12 No Bids)
11 Bidders do not carry the equipment specified.
1 Bidder could not be competitive.

NOTE: Grand Totals Include Optional 5-Year Extended Warranty Pricing

**** DENOTES LOWEST TOTAL BIDDER**

ATTEST:
William Nelson
M Aileen Bittner
David Roberts
Linda Bockstanz

Jeanette Bennett
Purchasing Director

Opening Date-- 9/18/02
Date Prepared-- 9/23/02

CITY OF TROY
BID TABULATION
MOTOROLA MINITOR IV

VENDOR NAME:		TELERAD INC	JAN COMMUNICATIONS	MOBILE COMMUNICATION SALES, INC	ENERGY PRODUCT & SERVICES
QTY	**DESCRIPTION**	**UNIT PRICE**	**UNIT PRICE**	**UNIT PRICE**	**UNIT PRICE**
180 EA	Motorola Minitor IV Selective Call Alert Monitor Receivers Model A03KUS9239AC including VHF Two-Frequency Stored Voice with Scan & Vibra-Page. Rechargeable nickel cadmium AAA Batteries. Single-Unit Battery Charger Model NYN8346B w/power transformer Model AEC-3560B	$ 384.49	$ 409.65	$ 413.00	$ 443.00
ACCESSORIES:					
ITEM					
1.	180 Additional Set of 2 rechargeable nickel cadmium batteries	$ 2.75	$ 4.50 (2x$2.25)	$ 4.80 (2x$2.40)	$ 5.26
2.	Programming the Units in accordance with the attached specifications.	$ 13.00	INCLUDED	NO CHARGE	$ 110.00
3.	Case engraving in accordance with specifications.	$ 4.00	INCLUDED	$ 6.00	$ 3.75
4.	Leather carrying case	$ 32.16	$ 24.95	$ 26.40	$ 26.50
5.	Nylon carrying case	$ 4.19	$ 4.40	$ 7.20	$ 6.84
6.	Programming Software	$ 94.18	$ 335.00	$ 35.00	NO CHARGE
	Universal Adapter	$ 183.12			
WARRANTY:		12 MONTHS	12 MONTHS	12 MONTHS	1 YEAR
	Marked Attachment Yes or No	BLANK	BLANK	"A"	BLANK
OPTIONAL:					
	3 Year Extended Warranty R336AA:	$ 22.89	$ 24.80	$ 25.00	$ 22.00
	5 Year Extended Warranty R522AA:	$ 35.97	$ 35.80	$ 39.00	$ 34.00
ESTIMATED GRAND TOTAL ALL ITEMS:		$ 86,058.10	$ 86,609.00	$ 89,387.00	$ 93,593.00
ESTIMATED GRAND TOTAL AWARDED ITEMS:		$ 78,742.80	$ 80,181.00	$ 82,440.00	$ 106,335.00
SERVICE INFORMATION:					
	Location:	ROCKFORD, ILLINOIS	PENNSAUKEN NJ	11 MILE RD ROSEVILLE,MI	INDUSCO TROY,MI
	TERMS:	NET UPON DELIVERY	2% 10 NET 30	NET 30	60 DAYS
	WARRANTY:	1 YEAR	ONE YEAR	ONE YEAR	1 YR FACTORY
	DELIVERY DATE (S):	21 DAYS ARO	20 DAYS ARO	5-7 DAYS ARO	2 WK ARO
	EXCEPTIONS	NO EXCEPTIONS	BLANK	LISTED IN BID	LISTED IN BID

NOTE: Grand Totals Include Optional 5-Year Extended Warranty Pricing

QTY	DESCRIPTION	COMSOURCE DMS UNIT PRICE	DIGICOM INC DMS UNIT PRICE		
180 EA	Motorola Minitor IV Selective Call Alert Monitor Receivers Model A03KUS9239AC including VHF Two-Frequency Stored Voice with Scan & Vibra-Page. Rechargeable nickel cadmium AAA Batteries. Single-Unit Battery Charger Model NYN8346B w/power transformer Model AEC-3560B	$ 379.00	N/A		
ACCESSORIES:					
ITEM					
1.	180 Additional Set of 2 rechargeable nickel cadmium batteries	$ 5.00	$ 5.00		
2.	Programming the Units in accordance with the attached specifications.	INCLUDED	N/A		
3.	Case engraving in accordance with specifications.	N/A	N/A		
4.	Leather carrying case	$ 23.50	$ 23.75		
5.	Nylon carrying case	$ 4.39	$ 4.45		
6.	Programming Software	$ 42.00	N/A		
WARRANTY:		12 MONTHS	BLANK		
	Marked Attachment Yes or No	"I"	BLANK		
OPTIONAL:					
	3 Year Extended Warranty R336AA:	$ 22.50	BLANK		
	5 Year Extended Warranty R522AA:	$ 34.50	BLANK		
ESTIMATED GRAND TOTAL ALL ITEMS:		N/A	N/A		
ESTIMATED GRAND TOTAL AWARDED ITEMS:		N/A	N/A		
SERVICE INFORMATION:					
	Location:	SO. CENTRAL ROCKFORD, IL	35 W SQUARE LAKE TROY, MI		
	TERMS:	NET 30 DAYS	NET 30		
	WARRANTY:	12 MONTHS	ONE YEAR		
	DELIVERY DATE (S):	2 WK ARO	5 DAYS FROM PO		
	EXCEPTIONS	LISTED IN BID	LISTED IN BID		

DMS: Bidders did not quote all items. Award made to lowest TOTAL responsible bidder meeting specifications.

ADAMS ELECTRONICS
30467 BECK RD
WIXOM MI 48393-2841

ALLEN ELECTRONICS
35806 GROESBECK
CLINTON TWP MI 48038

ANIXTER INC
1970 E BIG BEAVER
TROY MI 48083

APEX COMMUNICATIONS
5500 ELIZABETH LAKE ROAD
WATERFORD MI 48327

ATD-AMERICAN COMPANY
135 GREENWOOD AVENUE
WYNCOTE PA 19095-1396

BEARCOM INC
23743 RESEARCH DRIVE
FARMINGTON HILLS MI 48335

CERTIFIED PRODUCTS & SUPPLY INC
500 N PERRY
PONTIAC MI 48342

COMSOURCE INC
2130 AUSTIN
ROCHESTER HILLS MI 48309

DATANET SYSTEMS INC
12115 MERRIMAN ROAD
P O BOX 510041
LIVONIA MI 48151-6041

DIGICOM INC
35 W SQUARE LAKE ROAD
TROY MI 48098

DISCOVER WIRELESS COMMUNICATIONS INC
29460 SCHOOLCRAFT ROAD
LIVONIA MI 48150

ENERGY PRODUCTS
315 N INDUSCO CT
TROY MI 48083

ENVISION TECHNOLOGIES LLC
200 MOUNT ELLIOTT STE 105
DETROIT MI 48207

EXECUTIVE OUTCOME INC
P O BOX 66204
ROSEVILLE MI 48066

GLOBAL ELECTRONIC SECURITY SYSTEMS INC
2308 BELLMORE AVENUE
BELLMORE MI 11710

INTERNATIONAL WIRE AND CABLE INC
42822 MOUND ROAD
STERLING HEIGHTS MI 48314

JAN COMMUNICATIONS AND ELECTRONICS CO
6630 SOUTH CRESCENT BOULEVARD
PENNSAUKEN NJ 08109-1403

LOCATION SOUND CORP
10639 RIVERSIDE DRIVE
NORTH HOLLYWOOD CA 91602

MOBILE COMMUNICATIONS SALES INC
11665 LEVAN ROAD
LIVONIA MI 48150-1305

MOBILE COMMUNICATIONS SALES INC
27041 GLOEDE
WARREN MI 48091

MOBILE COMMUNICATIONS SERVICE INC
34411 INDUSTRIAL RD
LIVONIA MI 48150

MOTOROLA COMMUNICATIONS
400 GALLERIA OFFICENTRE
SOUTHFIELD MI 48034

MOTOROLA COMMUNICATIONS & ELECTRONICS IN
2130 AUSTIN AVE
ROCHESTER MI 48309-3667

NORTH AMERICAN COMMUNICATIONS RESOURCE
32424 NORTH RIVER ROAD
HARRISON TOWNSHIP MI 48045

PORTABLE COMMUNICATION INC
31529 W 8 MILE RD
LIVONIA MI 48152-1359

PRIORITY ONE EMERGENCY
31965 BLOCK AVENUE
GARDEN CITY MI 48135

QUANTUM TELE-COMMUNICATIONS INC
1880 FLEETWOOD
TROY MI 48098

RELCO SALES COMPANY INC
34501 SOUTHSIDE PARK DRIVE
SOLON OH 44139

SECURE PRODUCTS CORPORATION
26710 SOUTHFIELD ROAD
LATHRUP VILLAGE MI 48076

STATE WIRE & TERMINAL INC
16140 DIXIE HIGHWAY
DAVISBURG MI 48350-1004

SUNTEL SERVICES
3949 HAMLIN WEST
ROCHESTER HILLS MI 48309

TELE-RAD INC
2306 CLYDE PARK SW
GRAND RAPIDS MI 49509

TRA ELECTRONIC COMMUNICATIONS
27041 GLOEDE
WARREN MI 48093

WILMAR INDUSTRIES
303 HARPER DRIVE
MOORESTOWN NJ 08057

WILSON COMMUNICATIONS
5356 BENTLEY ROAD
WEST BLOOMFIELD MI 48322

WILTEC TECHNOLOGIES
1050 HIGHLAND DRIVE STE A
ANN ARBOR MI 48108

WIRELESS RESOURCES INC
2300 BELLINGHAM
TROY MI 48083

September 26, 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

Re: Standard Purchasing Resolution 2: Bid Award – Lowest Acceptable Bidder – Wood Grinding Services

RECOMMENDATION

On September 17, 2002, bid proposals were opened to furnish three-year requirements of Wood Grinding Services with an option to renew for one additional year. After reviewing these proposals, the Public Works Department recommends awarding the contract to the lowest total bidder meeting specifications, Granger Compost Supply for an estimated cost of $17,280.00 annually.

SUMMARY

Item	Estimated Hours/ Annually	Description	Hourly Rate
Proposal A	32 Hours	Grinding of wood including branches, limbs, stumps, logs, and miscellaneous wood debris from the Public Works Department Yard – approximately 3, 200 yards per year.	$320.00
		Additional grinder clock charge	N/A
Proposal B	22 Hours	Re-grinding of material a second time for use as mulch on City grounds by City Staff	$320.00
		Estimated Annual Cost	$17,280.00

The contract is being awarded to the low total bidder due to the nature of the work. It is anticipated that the successful contractor will grind twice a year; once in the fall, then the grindings will cure until spring, when the contractor will re-grind the original pile for City use, and grind any new accumulations of material. The process will continue the following fall.

EXPLANATION OF BID NOT MEETING SPECIFICATIONS

Tarr's Service Inc., the apparent low bidder, did not complete the mandatory site visit as specified on page 3 of the bid proposal. Therefore, Tarr's could not be considered for award. The purpose of the site visit was to have the potential vendors look at the facility to assure that there was sufficient room to move their equipment in and out. We also wanted the vendors to visibly inspect the type, size, and amount of material accumulated by the Public Works and Parks Department. This requirement was to assure that each vendor was clear on the type of equipment they needed to complete the job, keeping in mind that grinders have size limitations.

September 26, 2002

To: The Honorable Mayor and City Council
Re: Bid Award – Wood Grinding Services

EXPLANATION OF BID NOT MEETING SPECIFICATIONS

Tarr's Service Inc. was contacted, and they confirmed that no one visited the site. The representative from Tarr's Service Inc. stated that they felt there was no need since the City was asking for an hourly rate rather than a lump sum quotation.

BUDGET

Funds for grinding services are available through the Public Works and Parks and Recreation operating budgets.

33 Bids Sent
4 Bids Received: 3 Responsive Bids
1 Bid did not meet specifications
3 No Bids: Scheduling Conflicts

Prepared by: Nancy Kuha, Solid Waste Coordinator

CITY OF TROY
BID TABULATION
WOOD GRINDING

SBP 02-40

Opening Date -- 9-17-02
Date prepared--9/25/02

VENDOR NAME:	** GRANGER COMPOST SUPPLY	JH HART FORESTRY	HARRY FOX INC	
DESCRIPTION				
PROPOSAL A.	HOURLY RATE	HOURLY RATE	HOURLY RATE	
32 HRS Grinding of wood including branches, limbs, stumps, logs, and miscellaneous wood debris from the DPW Yard - approximately 3,200 yards per year.	**$ 320.00**	$ 348.00	$ 550.00	
Note: Additional Grinder Clock Charge - If an additional grinder is provided with the required crew and nesscessary equipment.	**N/A**	$ -	$ 550.00	
PROPOSAL B.				
22 HRS Re-grinding of material a second time for use as mulch on City grounds by City Staff	**$ 320.00**	$ 348.00	$ 300.00	
MINIMUM ACCUMULATION:	1600 YDS	1200-1500 YDS	2000 YDS	
REQUEST FOR SERVICES:	14	10	10	
INSURANCE: Can Meet	XX	XX	XX	
Cannot Meet				
VISITED SITE: Yes or No	YES	YES	YES	
Date Visited	9/17/02	9/4/02	9/12/02	
TERMS	NET 10	CONVENTIONAL	30 DAYS	
EXCEPTIONS	N/A	LISTED IN BID	BLANK	

DMS:
Tarr's Service Inc - ($285/hr) Reason: Did not visit site which was a mandatory requirement.

3 NO BIDS: Reason: Scheduling Conflicts
Owen Tree Service Inc
Cal Fleming Landscaping
Asplundh

**** DENOTES LOWEST ACCEPTABLE BIDDER**

PROPOSAL-- Three (3) Year Requirements of Wood Grinding and Re-Grinding Services with an Option to Renew for One (1) Additional Year

ATTEST:
Nancy Kuha
M Aileen Bittner
Linda Bockstanz

_____
Jeanette Bennett
Purchasing Director

G:Wood Grinding SBP 02-40

A & J TREE SERVICE
2075 EDGAR ROAD
EDMORE MI 48829-9703

ADVANCED TREE CARE
300 FENWAY DRIVE
FENTON MI 48430

ALL STATE TREE SERVICE
2128 ELMCREST
STERLING HEIGHTS MI 48310

ASPLUNDH TREE EXPERT CO
708 BLAIR MILL ROAD
WILLOW GROVE PA 19090-1784

BEGER'S TREE WORK & STUMP GRINDING
515 W GUTHRIE
MADISON HEIGHTS MI 48071

BFI WASTE SYSTEMS
P O BOX 51427
KALAMAZOO MI 49005-1427

BRANCH TREE SERVICE INC
24195 MOUND ROAD
WARREN MI 48091

BUSY BEAVER TREE SERVICE
2043 E PARKWAY AVENUE
BURTON MI 48529

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

CERES ENVIRONMENTAL SERVICES INC
3825 EIGHTY-FIFTH AVENUE N
BROOKLYN PARK MN 55443

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

DAWSONS TREE CARE
6220 GRASS LAKE ROAD
WHITE LAKE MI 48383

DISCOUNT TREE SALES AND TRANSPLANTING
1808 HAGADORN RD
MASON MI 48854

E N DAVIS TREE SERVICE
721 BROWN ROAD
ORION TWP MI 48359

GRANGER COMPOST SERVICES
16980 WOOD ROAD
LANSING MI 48906-1044

GREENTREES TREE & LAWN CARE
2614 LEACH
ROCHESTER HILLS MI 48309

HARRISON TREE SERVICE
1903 BELLAIRE
ROYAL OAK MI 48067

HARRY FOX
28150 HAYES
ROSEVILLE MI 48066-2392

HARVEST TREE & LAWN CORP
4202 PIONEER DRIVE STE D
COMMERCE TWP MI 48390

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

JENKINS TREE SERVICE
693 BROWN ROAD
LAKE ORION MI 48360

K K TREE SERVICE
575 S LAKE PLEASANT ROAD
ATTICA MI 48412

MICHIGAN TREE SERVICE INC
18640 MACK AVENUE
P O BOX 934
GROSSE POINTE MI 48236

OAKLAND TREE SERVICE
2525 S LIVERNOIS ROAD
ROCHESTER HILLS MI 48307

OWEN TREE SERVICE
225 N LAKE GEORGE
ATTICA MI 48412

PUTT INC
2610 SALZBURG RD
FREELAND MI 48623

RAINBOW TREE SERVICE
550 W SARATOGA
FERNDALE MI 48220

SPECIAL WASTE SYSTEMS INC
14390 WYOMING
DETROIT MI 48238

TARR'S TREE SERVICE
2009 MILVERTON
TROY MI 48083

THE DAVEY TREE EXPERT COMPANY
3381 LAPEER ROAD WEST
AUBURN HILLS MI 48326

TRI-COUNTY TREE EXPERT COMPANY
ATTN: M.P. DECATOR
P.O. BOX 1355
STERLING HEIGHTS MI 48311-1355

TRUGREEN*CHEMLAWN
P O BOX 81880
ROCHESTER HILLS MI 48309-1880

WASTE WOOD RESOURCES
6390 E 52ND STREET
NEWAYGO MI 49337

September 26, 2002

TO: The Honorable Mayor and City Council

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

Re: Standard Purchasing Resolution 4: National Cooperative Purchasing Program (NACo)—CompUSA and DELL

RECOMMENDATION

The Information Technology Department recommends participation in a competitively bid three-(3) year contract for Computer Supplies and Equipment to CompUSA, and for Computer Workstations and Notebooks to Dell Computers, the best value bidders, awarded by Fairfax County, Virginia and made available through the US Communities (aka NaCo) Master Agreement Contract #RQ00-341360-16A-G. The contract commenced in April of 2000 and expires April 30, 2003, with an option to renew for (3) additional one-year periods.

DETAIL

The discount structure for these vendors is as follows:

CompUSA

Name Brand/Equipment	**%**
GSA Schedule items	Cost plus 3%-13%
Non-GSA Schedule items	Cost plus 6%-10%

CompUSA will offer additional discounts, on a transaction-by-transaction basis, for orders in quantities greater than a unit of one. ("spot buy discounts")

Dell Marketing

Name Brand/Equipment	**% Off Index**
Dell Brand	7.59%
Dellware Products	

Dell will offer additional discounts, on a transaction-by-transaction basis, for orders in quantities greater than a unit of one. ("spot buy discounts")

SUMMARY

Participation in a cooperative program such as the US Communities Government Purchasing Alliance provides the city with the opportunity to take advantage of volume discounts they could not otherwise obtain.

BUDGET

Funds for these items are available in various departmental operating supply or computer equipment accounts.

U.S. COMMUNITIES
Government Purchasers Saving You Money

PARTICIPATION CERTIFICATE

A. After a competitive bidding selection process, CompUSA Inc. (herein "Vendor") has entered into an agreement No. RQ00-341360-16B with Fairfax County, Virginia (herein "Master Agreement") to provide brand name computes, and peripherals as well as consulting and related services (herein "Products").

B. Master Agreement, through the U.S. Communities Government Purchasing Alliance, provides that other public agencies may purchase products on the same terms, conditions and pricing as Fairfax County, Virginia, subject to any applicable local purchasing ordinance of the State of purchase.

C. On behalf of the public agency identified (the Participating Public Agency) the undersigned purchasing agent of the Participating Public Agency or other duly authorized entity of the Participating Public Agency hereby agrees to the terms and provisions of the Master Agreement, subject to any applicable local purchasing ordinances and the laws of the State of purchase, and to participate in the Master Agreement to purchase products from Vendor pursuant to such Master Agreement as the Participating Public Agency may specify from time to time.

Signature: _____

Date:_____

Public Agency:

Name: _____Department: _____

Please mark appropriate box:

- ☐ County
- ☐ County Special District
- ☐ City, Town or Village
- ☐ City Special District

School (Specify)

- ☐ K-12
- ☐ Community College
- ☐ College or University
- ☐ Other

Other(Specify)

- ☐ State Agency
- ☐ Independent Special District
- ☐ Non-Profit 501(c)3

Contact Person:

Name: _____

Title: _____

Mailing Address:_____

_____

City: _____State: _____Zip: _____

Telephone: _____Fax: _____

E-Mail: _____

Vendor Account #_____

Please fax this Certificate to CompUSA at (888) 726-2406

Updated 6/10/02

Founding Co-Sponsors

NACo National Association of Counties

National League of Cities

NIGP

FAIRFAX COUNTY
VIRGINIA

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013

www.co.fairfax.va.us/dpsm

Telephone: (703) 324-3201 Fax: (703) 324-3228 TTY 1-800-828-1140

Date: May 25, 2001

REVISED NOTICE OF AWARD OF CONTRACT

SUBJECT: Computers, Brand Name, Software, Peripherals, Consulting, and Related Services

CONTRACT NUMBER: RQ00-341360-16A-G

COMMODITY CODE: 3577, 3573, and 7379

CONTRACT PERIOD: April 2000 through April 30, 2003

RENEWALS: 3-1 year renewals (Ref. Para. 14.2 of the Contract's Special Provisions)

SUPERSEDES CONTRACT: N/A

CONTRACTOR(S):

SEE ATTACHED

PRICES: See Attached

DPSM CONTRACTUAL CONTACT: Lonnette Robinson, CPPB
Telephone Number: (703) 324-3281
E-mail: lonnette.robinson@co.fairfax.va.us

SPECIAL INFORMATION AND INSTRUCTIONS FOR *FAIRFAX* COUNTY AGENCIES ONLY:

A purchase order will be issued by the Department of Purchasing and Supply Management to the Contractor for each County Agency utilizing this contract. The purchase order will cite the period of time and will indicate an agency authorization order code to be used when ordering to identify those County employees who are authorized to place orders/calls.

Those agencies appearing on the Distribution List, who require the items and/or services covered by this contract, and who have not already done so, shall prepare and enter into CASPS (County and Schools Procurement System) a purchase requisition indicating the period of time to be covered within the life of the contract; listing the names of the County employees authorized to place orders; and the purchase requisition shall be annotated with the contract number.

A Purchase Order (PO) Supplement may be prepared after issuance of the purchase order, by an agency desiring to:

a. Change period of time.
b. Cancel the purchase order.

The PO Supplement must be entered into CASPS and reserved into the ONLINE FAMIS System by the agency prior to the Purchasing Branch taking any action.

The time, place, and other requirements for delivery of supplies and/or performance of services shall be as agreed between the county employee authorized to place orders, and the Contractor.

Inspection of supplies delivered and services performed and entering receipt activity into CASPS along with necessary documents are promptly forwarded to the Office of Finance, are the responsibilities of the ordering agency.

Items NOT covered by this contract MUST be requested on a separate purchase requisition.

Lorrette Robinson
for Armand E. Malo, CPPO
Director/County Purchasing Agent

DISTRIBUTION:
Contract Administrator
DPSM - Sandy Jones
Control Copy
Park Authority – Contract Section
DIT – Cathy Cantor
FCPS-GS/Equipment – Hyon Yom
DVS – Trisha Phillips/Andy Davidson
DPSM - Systems Administration Section
DPSM - Mable McCarthy
DAHS – Contract Section, Suite 738
DIT – Marion Horn
DIT – Nelson Gutierrez
US Communities – Anne Zieminski
2175 North California Blvd, Suite 550
Walnut Creek, CA 94596

CONTRACTOR(S): **VENDOR CODE(S):**

A- Comark Government & Eduction Sales, Inc. **B363949000 02**
4433 Brookfield Corp. Drive, Suite A
Chantilly, Virginia 20151

Contractors Information
Attention: Jeff Armstrong, Program Manager
Phone: (703) 227-2916
Fax: (703) 227-2901
E-mail: jarmstrong@comark.com

National Information
Website: www.comark.com
Phone: (800) 925-1910
Fax: (703) 252-8980
E-mail: uscommunities@comark.com

B- CompUSA **B752652809 01**
4211 Concord Pike
Wilmington, Delaware 19803

Contractors Information
Attention: Rod Francisco
Phone: (703) 212-6539
Fax: (703) 212-6556
E-mail: roderick_francisco@compusa.com

National Information
Website: www.compusa.com/gov/uscommunities
Phone: (800) 8DIRECT (834-7328)
Fax: (888) 238-5210
E-mail: uscommunities@compusa.com

C- Micron Government Computer Systems, Inc. **B061528015 01**
625 Stratford, Suite 2000
Meridian, ID 83642

Contractors Information
Attention: Charlie DiStefano

Phone: (800) 588-4803
Fax: (888) 262-1305
E-mail: cdistefano@micronpc.com

National Information
Website: https://m sites.micronpc.com/STATE/
GovernmentpurchasingAllia/index.htm
Phone: (800) 952-6198
Fax: (888) 262-1305
E-mail: uscommunities@micronpc.com

D- Software Spectrum, Inc Inc. **B751878002 02**
2140 Merritt Drive
Garland, Texas 75041

Contractors Information
Attention: John Parikh

Phone: (301) 352-9100
Fax: (301) 352-9200
E-mail: john.parikh@softwarespectrum.com

National Information
Website: www.softwarespectrum.com/
uscommunities
Phone: (800) 741-4394
Fax: (509) 744-8344
E-mail: uscommunities@softwarespectrum.com

E- Dell Marketing **B742616805 02**
One Dell Way
Round Rock, Texas 78682

Contractors Information
Attention: Don Schiesz
Phone: (512) 725-1209
Fax: (512) 728-5893
E-mail: kim_smallwood@dell.com

National Information
Website: www.dell.com/slg/uscommunities
Phone: (888) 895-3471
Fax: (800) 433-9527
E-mail: uscommunities@dell.com

*****Note: All purchase orders sent to Dell must reference number #90079.***

CONTRACTOR(S): **VENDOR CODE(S):**

F- IBM Corporation **B130871985 03**
999 Waterside Drive
Norfolk, Virginia 23510

Contractors Information
Attention: Doreen Raimondi
Phone: (716) 987-2259
Fax: (716) 987-2487
E-mail: draimond@us.ibm.com

National Information
Website: www.ibm.com/gold/uscommunities
Phone: (800) 426-2255 priority code: USCOM
Fax: (800) 242-6329 priority code: USCOM
E-mail: uscommunities@us.ibm.com

G- Gateway Companies **B460431398 01**
610 Gateway Drive, P.O. Box 2000
North Sioux City, South Dakota 57049

Contractors Information
Attention: Kim Hepburn
(also, Susan Moore @ (800) 779-2000 ext. 21653)
Phone: (605) 232-1693
Fax: (605) 232-2701
E-mail: kim.hepburn@gateway.com

National Information
Website: www.esource.gateway.com/uscommunities

Phone: (877) 887-4710
Fax: (605) 232-2715
E-mail: uscommunities@gateway.com

Contractor A – Comark Government & Education Sales (CGES)

Name Brand/Equipment	% Off Index
Manufacturer	
3Com	5%
Acer	7%
Canon	5.5%
Compaq	7%
Epson	6%
Hewlett Packard	5.5%
IBM	6%
Kyocera	7%
Lexmark	5.5%
Okidata	6%
Panasonic	7%
Tektronix	6.7%
Toshiba	5%
Xerox	6.5%
Category	
Cables	12%
Carry Case	10%
Computer Software	6.5%
Digital Cameras	10%
Drives	8%
Graphics and Memory	5.5%
Keyboards	10%
Modems	7.5%
Monitors	8%
Networking	6%
Power Protection	8%
Printers (other than brands referenced)	7%
Projectors (LCD)	10%
Scanners	8%
Speakers and Headsets	10%
Training and Manuals	10%
Video Teleconferencing	10%

Comark will offer additional discounts, on a transaction-by-transaction basis, for orders in quantities greater than a unit of one. ("spot buy discounts")

Added via Amendment No. 1

Mfg. Part Number	Description	Qty	Price
PSGP101	PocketCop PDALic 1-20	1-20	$1,423.24
PSGP101A	PocketCop PDALic 21-100	21-100	$1,232.84
PSGP101B	PocketCop PDALic 101+	101+	$1,042.44
PSGP102	PocketCop PDCLic 1-100	1-100	$947.24
PSGP102A	PocketCop PDCLic 101+	101+	$471.24
PSGP103	PocketFIO PDALic 1-100	1-100	$947.24
PSGP103A	PocketFIO PDALic 101+	101+	$471.24
PSGS251	PocketCopServLic	1	$4,995
PSGS252	PocketPDCServLic	1	$1,998
PSGS253	PocketFIOServLic	1	$1,998

IT Consulting Services

Category	Rates	
Senior Network Engineer	$80 per hour	
Systems Engineer Consultant	$120 per hour	
Systems Engineer Consultant (Bulk hours)	$2,500 for 25 hours	
	$5,000 for 50 hours	
	$10,000 for 100 hours	
	$8,000 for 100 hours to be used concurrently	
Web Content/Multimedia Developer	$110	SNAPS Rate $60
Internetworking/Security Consultant	$150	SNAPS Rate $100
Internet Application Developer	$125	SNAPS Rate $75

Added via Amendment No. 2

Mfg.	Discounts	
Unisys	ES2000	28% from list
	ES5000	28% from list
	ES7000	15% from list
Cacheflow	Hardware	Cost + 15%
	Filtering	Cost + 15%
	Streaming	Cost + 10%
	Support	Cost + 10%

Contractor B - CompUSA

Name Brand/Equipment	%
GSA Schedule items	Cost plus 3%-13%
Non-GSA Schedule items	Cost plus 6%-10%

CompUSA will offer additional discounts, on a transaction-by-transaction basis, for orders in quantities greater than a unit of one. ("spot buy discounts")

Contractor C – Micron Government Computer Systems

Name Brand/Equipment	% Off Index
Micron Brand	5%

Unit Volume (per order basis)	% Off Index (Single PO)
10 Units	5%
50 Units	May be up to 10%
100 Units	Additional 6% (total 11%)
500 Units	Additional 7% (total 12%)
1,000 Units	Additional 10% (total 15%)

Micron will offer additional discounts, on a transaction-by-transaction basis, for orders in quantities greater than a unit of one. ("spot buy discounts")

Contractor D – Software Spectrum

Global Pricing Group (GPG)	
GPG 1	**%**
Top 100 selling products	Cost plus 4%
Top 500 selling products	Cost plus 8%
Distribution Products	Cost plus 12.5%
If a participating public agency is eligible for either GSA or CMAS pricing, and it's lower than the above, GSA or CMAS pricing will be extended.	

Software Spectrum will offer additional discounts, on a transaction-by-transaction basis, for orders in quantities greater than a unit of one. ("spot buy discounts")

Contractor E – Dell Marketing

Name Brand/Equipment	% Off Index
Dell Brand	7.59%
Dellware Products	

Dell will offer additional discounts, on a transaction-by-transaction basis, for orders in quantities greater than a unit of one. ("spot buy discounts")

Contractor F – IBM Corporation

Name Brand/Equipment	% Off Index
Personal Systems Group (PSG)	9%
RS/6000	26%
Printers	25%
Software	Level H discount

IBM will offer additional discounts, on a transaction-by-transaction basis, for orders in quantities greater than a unit of one. ("spot buy discounts")

Contractor G – Gateway Companies

Name Brand/Equipment	% Off Index
E-Series Products	8%
Solo Products	8%
Server Products	8%
Profile Products	8%
GP Series Products	2%

Gateway will offer additional discounts, on a transaction-by-transaction basis, for orders in quantities greater than a unit of one. ("spot buy discounts")

The signed Acceptance Agreements
And
Memorandum of Negotiations

FAIRFAX COUNTY

V I R G I N I A

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013

www.co.fairfax.va.us/dpsm

Telephone: (703) 324-3201 Fax: (703) 324-3228 TTY 1-800-828-1140

SUPPLY/SERVICE CONTRACT: **DEFINITE QUANTITY** **ESTIMATED** **COMBINATION**

ISSUE DATE: NOVEMBER 5, 1999	**REQUEST FOR PROPOSAL:** RFP00-341360-16	**FOR:** Brand Name Computers, Peripherals, Software, Consulting, and Related Services
AGENCY: VARIOUS	**DATE/TIME OF CLOSING:** DECEMBER 3, 1999/4:00 P.M.	**CONTRACT ADMINISTRATOR:** LONNETTE ROBINSON, CPPB (703) 324-3281

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, at the price set opposite each item, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County under acceptance below, items or services offered and accompanying attachments shall constitute a contract.

NAME AND ADDRESS OF FIRM:

CompUSA

14951 N. Dallas Parkway

Dallas, TX 75240

Telephone No.: 9720982-4000

E-Mail Address:

Va. State Registration No.:

Federal Social Security No.: 75-2261497

Prompt Payment Discount: 0% for payment within___days/net___days.

Fairfax License Tax No.: 9938808

CHECK ONE: INDIVIDUAL PARTNERSHIP X CORPORATION

State in which Incorporated: Delaware 1988

Vendor Legally Authorized Signature

Date

(Impress Corporate Seal Here)

Tony Weiss Executive Vice President
Print Name and Title

Business Solutions Asst. Secretary

By signing this bid, Bidder certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in Paragraph 64 of the General Conditions and Instructions to Bidders, regarding financial disclosure requirements.

ACCEPTANCE AGREEMENT-COUNTY OF FAIRFAX (This is not an order--Purchase Order will follow.)

CONTRACT NUMBER: RQ00-341360-16 B **DATE:** APR 07 2000

Accepted as to Item(s)Indicated: Awarded RFP as issued to include your Technical and Business responses, supplemental information, GPA, and the Memorandum of Negotiations executed as of this date

Loretta Robertson Saye
Contract Administrator
for LONNETTE ROBINSIN, CPPB

Purchasing Agent
ARMAND E. MALO, CPPO

Sealed proposals subject to terms and conditions of this RFP will be received at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035 until time/date specified above for furnishing items or services delivered or furnished to specified destination within the time specified or stipulated by the Offeror.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION

(DPSM32) Cover Sheet

FAIRFAX COUNTY
VIRGINIA

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013

www.co.fairfax.va.us/dpsm

Telephone: (703) 324-3201 Fax: (703) 324-3228 TTY 1-800-828-1140

MEMORANDUM OF NEGOTIATION
RQ00-341360-16

The County of Fairfax (hereinafter called the County) and CompUSA, (hereinafter called the CONTRACTOR) hereby agree to the following in the execution of RQ00-341360-16. The final contract contains the following items:

(a) Fairfax County's RFP00-341360-16 and all Addenda
(b) CompUSA's Technical and Business Proposals dated December 15, 1999
(c) Supplemental Information dated February 25, 2000, including signed Government Purchasing Alliance Administration Agreement
(d) CompUSA's e-mail dated March 3, 2000 and March 6, 2000 (from Steve Strann)
(d) Fairfax County Purchase Order
(e) Any subsequent amendments to this contract

The following provisions are to be included in the Contract:

1. Automatic Price Reduction. If at any time, the prices drop for the items listed under this contract, the prices shall immediately apply to this contract. (Ref. Paragraph 43 of the General Conditions and Instructions to Bidders)

2. Spot Pricing. Additional discounts may be given, on a transaction by transaction basis, for orders in quantities greater than a unit of one. The discounts may vary by size of the order.

3. Contractor agrees to work collectively with Fairfax County, U.S. Communities and other contractors to negotiate the most favorable pricing from software manufacturers.

Accepted by:

Tony Weiss, Executive Vice President
Business Solutions
CompUSA Corporate

3/30/00
Date

Armand E. Malo, CPPO, Director
Department of Purchasing & Supply Management

4/1/2000
Date

FAIRFAX COUNTY

V I R G I N I A

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013

www.co.fairfax.va.us/dpsm

Telephone: (703) 324-3201 Fax: (703) 324-3228 TTY 1-800-828-1140

SUPPLY/SERVICE CONTRACT: **DEFINITE QUANTITY** **ESTIMATED** **COMBINATION**

ISSUE DATE: NOVEMBER 5, 1999	**REQUEST FOR PROPOSAL:** RFP00-341360-16	**FOR:** Brand Name Computers, Peripherals, Software, Consulting, and Related Services
AGENCY: VARIOUS	**DATE/TIME OF CLOSING:** DECEMBER 3, 1999/4:00 P.M.	**CONTRACT ADMINISTRATOR:** LONNETTE ROBINSON, CPPB (703) 324-3281

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, at the price set opposite each item, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County under acceptance below, items or services offered and accompanying attachments shall constitute a contract.

NAME AND ADDRESS OF FIRM:

Dell Marketing L.P.
One Dell Way
Round Rock, TX 78682

Telephone No.: 1-800-981-3355

E-Mail Address: sue_beckage@dell.com
vicke_schneider@dell.com

Va. State Registration No.: N/A

Federal Social Security No.: 74-2616805

Prompt Payment Discount: NA for payment within NA days/net NA days.

Fairfax License Tax No.: NA

CHECK ONE: INDIVIDUAL X PARTNERSHIP (Limited) CORPORATION
State in which Incorporated:

Vendor Legally Authorized Signature

Date

(Impress Corporate Seal Here)

Vicke A. Schneider
Print Name and Title

NA
Secretary

By signing this bid, Bidder certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in Paragraph 64 of the General Conditions and Instructions to Bidders, regarding financial disclosure requirements.

ACCEPTANCE AGREEMENT-COUNTY OF FAIRFAX (This is not an order--Purchase Order will follow.)

CONTRACT NUMBER: RQ00-341360-16 E **DATE:** APR 07 2000

Accepted as to Item(s)Indicated: Awarded RFP as issued to include your Technical and Business responses, supplemental information, GPA and the Memorandum of Negotiations executed as of this date.

Lonnette Robinson Sage for Contract Administrator
LONNETTE ROBINSIN, CPPB 4/6/00

Purchasing Agent
ARMAND E. MALO, CPPO

Sealed proposals subject to terms and conditions of this RFP will be received at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035 until time/date specified above for furnishing items or services delivered or furnished to specified destination within the time specified or stipulated by the Offeror.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION

FAIRFAX COUNTY
VIRGINIA

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013

www.co.fairfax.va.us/dpsm

Telephone: (703) 324-3201 Fax: (703) 324-3228 TTY 1-800-828-1140

MEMORANDUM OF NEGOTIATION
RQ00-341360-16

The County of Fairfax (hereinafter called the County) and Dell, (hereinafter called the CONTRACTOR) hereby agree to the following in the execution of RQ00-341360-16. The final contract contains the following items:

(a) Fairfax County's RFP00-341360-16 and all Addenda
(b) Dell's Technical and Business Proposal and Additional Information dated December 17, 1999
(c) Supplemental Information dated February 22, 2000, including the signed Government Purchasing Alliance Administrative Agreement
(d) Fairfax County Purchase Order
(e) Any subsequent amendments to this contract

The following provisions are to be included in the Contract:

1. Automatic Price Reduction. If at any time, the prices drop for the items listed under this contract, the prices shall immediately apply to this contract. (Ref. Paragraph 43 of the General Conditions and Instructions to Bidders)

2. Spot Pricing. Additional discounts may be given, on a transaction by transaction basis, for orders in quantities greater than a unit of one. The discounts may vary by size of the order.

3. Contractor agrees to work collectively with Fairfax County, U.S. Communities and other contractors to negotiate the most favorable pricing from software manufacturers.

The following amends Dell's proposal response to the County's Terms & Conditions (last tab in technical response).

- **Item 25. Notice of Acceptance** – The RFP terms & conditions will take precedence over Dell's Bid Response with the exception of those terms in Dell's response that differ from the RFP terms & conditions.
- **Item 32. Termination for Convenience** – Acceptable.
- **Item 33. Termination for Cause** – Acceptable.
- **Item 37. Delivery Failures** – Not acceptable.
- **Item 38. Non-Liability** – Non-issue.
- **Item 41. MBE/WBE** – Delete.
- **Item 43. Price Reduction** – Acceptable.
- **Item 47. Responsibility for Supplies Tendered** – Add: The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, however if items are rejected by the Commonwealth, then the Commonwealth will be responsible for returning all products in accordance with Dell's Total Satisfaction guarantee, unless public health and safety require immediate destruction or other disposal of rejected delivery.
- **Item 48. Inspections** – Delete.
- **Item 53. Weight Checking** – Acceptable.
- **Item 54. Demurrage** – Non-issue.
- **Item 55. Replacement** – We cannot replace but paragraph can be added as an additional paragraph to item 55.
- **Item 56. Packing Slips** – Acceptable.

- **Item 57. Billing** – Acceptable.
- **Item 58. Payment** – Acceptable.
- **Item 59. Partial payments** – Acceptable.
- **Item 60. Payment for Equipment, Installation, and Testing** – Acceptable.
- **Item 63. Indemnification** – Dell's comments not acceptable.

ATTACHMENT A – SPECIAL PROVISIONS

- **Item 15.1.** The County cannot modify our boilerplate, but the file will be noted with Dell's comments.
- **Item 15.2a.** The County cannot modify our boilerplate.
- **Item 15.2b.** The County cannot modify our boilerplate.
- **Item 15.2c.** Dell's request is acceptable.
- **Item 15.2d.** Dell's request is acceptable.
- **Item 15.2i.** The County cannot modify our boilerplate.
- **Item 15.3 (1st paragraph).** The County cannot modify our boilerplate.
- **Item 15.3 (2nd paragraph).** The County request that Dell send a letter with suggested wording such as:
  (Insurance Carrier Name) is unwilling to agree to a 45 day Notice of Cancellation to anyone other than the insured. We, the insured, in order to comply with the County's insurance requirements, take it upon ourselves to guarantee that a copy of the Notice of Cancellation, if and when received, shall be furnished by Dell promptly to the County.
- **Item 15.5.** Dell's request is acceptable.
- **Item 15.6.** Dell's request is acceptable.
- **Item 22.2.** Dell's request is acceptable.
- **Item 22.3.** Dell's request is acceptable.
- **Item 25.** Dell's request is acceptable.
- **In Attachment D, GPA** - In paragraph 13, the County will allow for the increase the 30 days to 60 days to allow a longer payment period before interest begins.
- On all purchase orders sent to Dell, contract number #90079 will be reference.

Accepted by:

Vicke A. Schneider, Senior Proposal Manager
Dell Marketing L.P.

4-5-02
Date

Armand E. Malo, CPPO, Director
Department of Purchasing & Supply Management

4/1/2002
Date

September 25, 2002

TO: The Honorable Mayor and City Council

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

Re: Standard Purchasing Resolution 4: Tri-County Purchasing Cooperative – Computer Services - DynTek

RECOMMENDATION

On March 18, 2002, the City of Farmington Hills awarded a three-year contract with an option to renew for two (2) additional years for computer services to the lowest qualified bidder, DynTek. The contract is extendable to the Tri-County Purchasing Cooperative of which Troy is a member. The Information Technology Department recommends awarding the contract for City of Troy computer service requirements at the unit prices contained in Appendix A. Such services are required on a periodic basis for network equipment/software implementation and upgrades.

DETAIL

The City of Troy currently has experience with DynTek, formerly Data Systems Network Corporation. They currently maintain the City's network servers and have provided computer services from time to time. In addition, they configured and installed the original data network for the City in 1997. At that time their services were contracted through the State of Michigan Extended Purchasing program.

BUDGET

Funds for this contract are available in the Information Technology operating budget account #258.7802.070.

Farmington Hills Bid Summary:
73 Bids Sent
10 Bids Received
3 No Bids
1 Late Bid

Appendix A

Farmington Hills Bid Tab for Computer Services

		Computer Builders	Electronics, Inc	Innovative	Sterling 2000	Lightspeed	VisiCom	SunTel	Analysts	Hi-Tech	**DynTek**
Labor											
	Equipment installations such as PC's, printers etc	50	32.5	65	96	85	95	75	45	55	**40**
	PC Upgrades, equipment installation requiring work inside a PC	50	35	65	96	85	95	75	45	75	**40**
	PC/Equipment, software upgrades, router configurations, layer 3/2 switches, security administration	120	72.44	80	144	85	125	175-200	100	95	**85**
	Network administration and maintenance for WAN, LAN	120	72.44	80	144	100	95	175	125	95	**70**
	Equipment Repairs	50	45	65	96	85	95	75	95	75	**40**
	Bundled Hours										
	20-40 hours	15%	$579.53/day	200-499 hrs 25%	25-49 hrs 25%	2%	10 hrs 10%	0%	10%	15%	**50-99hrs 5% 100+ hrs 10%**
	QUALIFIED STAFF:										
	Novell	2	2	3	1	2	2	6	10	4	**5**
	Microsoft	10	3	3	4	3	3	4	170	4	**6**
	Compaq	10	3	6	3	2	4	6	75	10	**10**
	Cisco	4	3	2	3	1	3	6	50	4	**6**
			DMS: Not Fully Staffed to Service Novell Network (2)								

September 26, 2002

TO: The Honorable Mayor and City Council

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

Re: Standard Purchasing Resolution 4: REMC Cooperative Purchasing Program

RECOMMENDATION

The Information Technology Department recommends participation in competitively bid contracts awarded by the Regional Education Media Center Association of Michigan (REMC). This program was originated for educational organizations and historically obtains better discounts than the City could obtain on their own. Some of the vendors involved in the program have extended those prices to local government agencies. It is recommended that the City Manager administratively authorize the use of this program above the $10,000 limit when deemed to be in the City of Troy's advantage, except for those "Capital" (401 account) purchases, which shall be presented for Troy City Council review and pending approval.

DETAIL

The REMC Statewide Cooperative Acquisitions Project is provided as a service of REMC for the schools of Michigan. The project provides large volume bid prices on a variety of educational resources. As a result of this REMC Statewide project, local schools in Michigan saved more than $23,300,000 in 2001. These savings and lower bid prices expand the opportunity for schools to acquire needed classroom resources and save taxpayers dollars. Fortunately, some of the vendors participating in this program have extended the REMC pricing to State, County and Local Government agencies.

Specifics of the program are as follows:

Goals

1. The program aims to save schools both time and money.
2. The REMC Statewide Cooperative Acquisitions Project provides schools with bid prices, product information, and vendors selected through a competitive process.
3. The program uses consistent state and national standards to select manufacturers, products, and vendors.

Outcomes of this program:

A. Establishes statewide educational pricing agreements that meet state bidding standards and allow schools to acquire computer systems and components without further bidding.
B. Provides easy access to information and resources from bidding vendors or manufacturer.
C. Selects products based on: quality, specifications, price and customer satisfaction.
D. Selects vendors based on: product knowledge, support, price, and customer satisfaction.
E. Provides specific information on manufacturer price points (volume levels), and indicates when schools should seek bids for special pricing.
F. Provides manufacturer and contact information.
G. Utilizes quality standards to ensure compatibility with school needs and networks.
H. Provides schools with statewide volume prices regardless of order size.

In the past couple of years the city has used this program for the purchase of Compaq computer hardware and LCD projectors. We have found the prices to be very favorable. For example Compaq offers discounts of 6% to 27% from MSRP. The entire manufactures product list (commercial/educational products) plus additional higher discounted preconfigured bundles (desktops, laptops, servers and wireless cart solutions) are included in this contract. There are a number of additional contracts that can be viewed at their website: http://www.remc.org/avbid/index.cfm.

SUMMARY

Participation in the REMC program would allow the City to take advantage of the favorable discounts normally only awarded to educational institutions. This would save the City money in terms of both cost of purchases and time spent to carry out the bidding process.

September 30, 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
John K. Abraham, Traffic Engineer

SUBJECT: Traffic Committee Recommendations

At the Traffic Committee meeting of September 18, 2002, the following recommendations were made for City Council approval:

1. Recommend installing a STOP sign on Woodslee at Hartshorn (Item 6).

2. Recommend no changes on Rochester at Bishop (Item 7).

DRAFT

The Traffic Committee meeting was called to order at 7:30 p.m. in the Lower Level Conference Room at Troy City Hall on September 18, 2002 by Jan Hubbell.

1. Roll Call

PRESENT: John Diefenbaker
Ted Halsey
Jan Hubbell
Richard Kilmer
Robert Schultz

ABSENT: Eric Grinnell
Charles Solis

Also present: Lt. Robert Rossman, Troy Police Department
John Abraham, Traffic Engineer
Lt. Robert Matlick, Fire Department
Jennifer Hsu, Student Representative
Lori Grigg Bluhm, City Attorney

and Item 3 William Welch, 1125 Vinsetta, Royal Oak

Item 4 Ashraf Boules, 52860 Muirfield Dr., Chesterfield, MI 48051

Item 5 Magdy Habib, 2878 Charter Blvd.

Item 6 Julia Groves Hutchinson, 1902 Hartshorn

Item 8 Tim McGee, 3871 Woodman Drive
Fr. Edward Belczak, St. Thomas More, 4580 Adams Road
Christopher Mann, 4269 Wentworth Dr
Geoffrey Hutchison, Kasco Co. 26075 Woodward, Huntington Woods

2. Minutes – July 17, 2002

Motion by Kilmer
Seconded by Schultz

To approve the July 17, 2002 minutes as printed.

YEAS: 5

NAYS: 0

ABSENT: 2

MOTION CARRIED

On behalf of the Committee, Ms. Hubbell welcomed Jennifer Hsu, student representative.

Motion to Excuse

Motion by Halsey
Seconded by Kilmer

To excuse Mr. Solis.

YEAS: 5

NAYS: 0

ABSENT: 2

MOTION CARRIED

PUBLIC HEARINGS

3. Request for Sidewalk Waiver – 2670 West Maple Road – Hollywood Market

Hollywood Market is requesting a waiver of the 8-foot wide sidewalk requirement at 2670 West Maple Road. The sidewalk ordinance requires that sidewalk be installed in conjunction with the development of this parcel due to a recent lot split, combined and replatted. Since there is already a 5-foot sidewalk in front of the property and to the east and west of it, the Public Works Department recommends approval of this waiver request. Petitioner has signed an "Agreement for irrevocable Petition for Sidewalks."

The Public Hearing was declared open.

William Welch of Hollywood Market spoke to the Committee requesting the waiver because there are 5-foot sidewalks on either side of the store property and between Coolidge and Crooks.

No one else wished to be heard.

The Public Hearing was declared closed.

Mr. Schultz stated that the City's Development Standards and the Planning Commission require 8-foot sidewalks on major roads for safety and walkability. Even though there are 5-foot sidewalks on either side, at some point the City has to start to enforce the 8-foot standard for main roads. If the City makes one exception after another, the 8-foot sidewalk requirement will never be implemented throughout the City.

The fact that other businesses on Maple Road had not been required to add 8-foot sidewalks was discussed. The reason was that the footprints of the buildings had not changed; therefore a site plan review process was not required. Sidewalk waivers are normally triggered during the site plan review process.

Motion by Schultz
To deny the requested sidewalk waiver.

There was no second for the motion.

RESOLUTION #2002-11
Motion by Kilmer
Seconded by Halsey

WHEREAS, City of Troy Ordinances, Chapter 34, Section 8 (D) allows the Traffic Committee to grant temporary waivers of the City of Troy Design Standards for Sidewalks upon a demonstration of necessity; and

WHEREAS, Hollywood Market has requested a temporary waiver of the requirement to construct an 8-foot wide sidewalk on the property because there is already a 5-foot wide sidewalk existing at this address as well as the properties to the east and west of it.

WHEREAS, the Traffic Committee has determined the following:

a. A variance will not impair the public health, safety or general welfare of the inhabitants of the City and will not unreasonably diminish or impair established property values within the surrounding area, and

b. A strict application of the requirements to construct a sidewalk would result in practical difficulties to, or undue hardship upon, the owners, and

c. There is already a 5-foot sidewalk in front of the property and to the east and west of it,

NOW THEREFORE, BE IT RESOLVED that the Traffic Committee grants a temporary two-year waiver of the 8-foot sidewalk requirement for the property at 2670 West Maple Road, which is owned by Hollywood Market.

YEAS: 4

NAYS: 1 (Schultz)

ABSENT: 2

MOTION CARRIED

Mr. Schultz voted nay because both the Planning Commission and the Development Standards require 8-foot sidewalks. He believes the City must start requiring them at some point or this standard will never be implemented.

4. Request for Sidewalk Waiver – 3397 Crooks Road

Ashraf Boules is requesting a waiver for the requirement for an 8-foot sidewalk at 3397 Crooks Road. The sidewalk ordinance requires that sidewalk be installed in conjunction with the development of this parcel due to a recent lot split, combined and replatted. Since there is already a 5-foot wide sidewalk in front of the property, and to the north and south of it, the Public Works Department recommends approval of this waiver request. Petitioner has signed an "Agreement for Irrevocable Petition for Sidewalks."

The public hearing was declared open.

Ashraf Boules restated his position that since the adjoining sidewalks are 5-feet wide, the 8-foot sidewalk should not be required.

No one else wished to be heard.

The public hearing was declared closed.

RESOLUTION #2002-12
Motion by Kilmer
Seconded by Halsey

WHEREAS, City of Troy Ordinances, Chapter 34, Section 8 (D) allows the Traffic Committee to grant temporary waivers of the City of Troy Design Standards for Sidewalks upon a demonstration of necessity; and

WHEREAS, Ashraf Boules has requested a temporary waiver of the requirement to construct an 8-foot side sidewalk because there is already a 5-foot wide sidewalk in place as well as to the north and south of the property

WHEREAS, the Traffic Committee has determined the following:

a. A variance will not impair the public health, safety or general welfare of the inhabitants of the City and will not unreasonably diminish or impair established property values within the surrounding area, and

b. A strict application of the requirements to construct a sidewalk would result in practical difficulties to, or undue hardship upon, the owners, and

c. There is already a 5-foot wide sidewalk in front of the property, and to the north and south of it

NOW THEREFORE, BE IT RESOLVED that the Traffic Committee grants a temporary two-year waiver of the 8-foot sidewalk requirement for the property at 3397 Crooks Road, which is owned by Ashraf Boules.

YEAS: 4

NAYS: 1 (Schultz)

ABSENT: 2

MOTION CARRIED

Mr. Schultz's voted nay for the same reasons he stated previously.

5. Request for Sidewalk Waiver – 3415 Crooks Road

Magdy Habib is requesting a waiver for the sidewalk at 3415 Crooks. The sidewalk ordinance requires that an 8-foot sidewalk be installed in conjunction with the development of this parcel due to a recent lot split, combined and replatted. Since there is already a 5-foot sidewalk in place in front of the property and to the north and south of it, the Public Works Department recommends approval of this waiver request. Petitioner has signed an "Agreement for Irrevocable Petition for Sidewalks."

The public hearing was declared open.

Magdy Habib restated his position that since the adjoining sidewalks are 5-feet wide, the 8-foot sidewalk should not be required.

No one else wished to be heard.

The public hearing was declared closed.

RESOLUTION #2002-13
Motion by Halsey
Seconded by Kilmer

WHEREAS, City of Troy Ordinances, Chapter 34, Section 8 (D) allows the Traffic Committee to grant temporary waivers of the City of Troy Design Standards for Sidewalks upon a demonstration of necessity; and

WHEREAS, Magdy Habib has requested a temporary waiver of the requirement to construct an 8-foot sidewalk because there is already a 5-foot sidewalk in place and to the north and south of it, and

WHEREAS, the Traffic Committee has determined the following:

a. A variance will not impair the public health, safety or general welfare of the inhabitants of the City and will not unreasonably diminish or impair established property values within the surrounding area, and

b. A strict application of the requirements to construct a sidewalk would result in practical difficulties to, or undue hardship upon, the owners, and

c. There is already a 5-foot sidewalk on the property and to the north and south of it,

NOW THEREFORE, BE IT RESOLVED that the Traffic Committee grants a temporary two-year waiver of the 8-foot sidewalk requirement for the property at 3415 Crooks Road, which is owned by Magdy Habib.

YEAS: 4

NAYS: 1 (Schultz)

ABSENT: 2

MOTION CARRIED

Mr. Schultz's voted nay for the same reasons he stated previously.

Motion to take Items out of Order

The chair determined that no one was present to address Items 7 and 9.

Motion by Halsey
Seconded by Diefenbaker

To take Items 6 and 8 out of order

YEAS: 5

NAYS: 0

ABSENT: 2

MOTION CARRIED

REGULAR BUSINESS

6. Install STOP sign on Woodslee at Hartshorn.

Julia Groves Hutchinson requests a STOP sign on Woodslee at Hartshorn. Woodslee ends in a "T" intersection at Hartshorn. Ms. Hutchinson recently observed a "near miss" when a driver failed to stop at the intersection. Previously, a driver hit the corner of her house (photos and police report attached) when she and her two small children were standing in the driveway. Ms. Hutchinson feels that a STOP sign will not totally prevent crashes from occurring, but will serve as a visual tool to remind drivers to stop.

Woodslee runs east from Livernois and ends at Hartshorn, while Hartshorn runs north from Maple Road. There have been some concerns from residents regarding Hartshorn being used by motorists to bypass the signal at Maple and Livernois.

Woodslee carries around 156 vehicles per day while Hartshorn carries 750 vehicles per day. Site visits indicate no major vision obstruction at the intersection. An analysis of crashes that occurred at the intersection indicates one reported crash in the past five years. This is the crash that Ms. Hutchinson reported and it happened in icy conditions.

Ms. Hutchinson reiterated her concerns and also mentioned that her driveway is a school bus stop. She also states that shrubbery creates a visual obstruction on eastbound Woodslee at Hartshorn.

Mr. Halsey thinks the Committee should look at all the side streets that connect Livernois to Hartshorn to make traffic control devices uniform in the area. Mr. Kilmer thinks there should be STOP signs on the east end of each of those streets.

Mr. Kilmer sees a lot of traffic coming off eastbound Kirts and cutting through the side streets to Hartshorn to avoid the Maple-Livernois intersection. He would like to see LOCAL TRAFFIC ONLY signs installed on the side streets at Livernois. Lt. Rossman pointed out that such restrictions would be totally unenforceable. All residential streets are public streets and anyone can drive on them.

Mr. Diefenbaker would like to do something to alleviate cut-through traffic on Hartshorn. He and Mr. Schultz want a study of the whole area. Dr. Abraham indicated that he could perform a license plate study to determine the cut-through rate, but he would need support from the residents to help take down all the plate numbers at each corner simultaneously. Ms. Hutchinson said she could recruit neighbors to help. Dr. Abraham requested that Ms. Hutchinson get in touch with him regarding the study.

The Committee wants to see results of volume, speed and license plate studies.

Motion by Schultz
Seconded by Halsey

To recommend installation of a STOP sign on Woodslee at Hartshorn.

YEAS: 5

NAYS: 0

ABSENT: 2

MOTION CARRIED

8. <u>Request for Rehearing – Sidewalk Waiver for 4580 Adams, St. Thomas More Church</u>

The request for sidewalk waiver for the above parcel was considered by the Traffic

Committee in May and was denied. Since then, the church's contractor has been consulting with the City's Engineering Department regarding sidewalk installation. Attached please find a letter dated July 5, 2002, describing engineering impediments to sidewalk installation. The City engineers have resolved issued with sidewalk installation on Timberwyck and Red Fox Trail. The contractor feels the City's solution to installing sidewalk on Adams is difficult and cost prohibitive, and requests a rehearing of the waiver for Adams Road only. At a different meeting the church's willingness to settle issues regarding driveways to residential roads was also expressed. Please see attached letters for details.

Should the committee feel that the sidewalk waiver request should be granted a rehearing, it would be scheduled for the Traffic Committee meeting in October with neighbors notified.

Father Belczak stated that he had not received notice of the May 2002 meeting; however, Traffic Committee files indicate that notice was mailed to him and to all neighbors within 300 feet of the St. Thomas More property.

Geoff Hutchison, Kasco Co., said that he has been working with the Engineering Department since May and permits have been obtained for installation of the 5-foot sidewalks on Timberwyck and Red Fox. Kasco has worked through several issues with the City of Bloomfield Hills, and the deceleration and passing lanes should be completed by November.

Christopher Mann, 4269 Wentworth Drive, objected to the sidewalks planned for Timberwyck and Red Fox. He noted that there are no other sidewalks in the subdivision and the proposed sidewalks will not connect with any other walks. He doubts there would be any beneficial effect on pedestrian safety.

Jean and Alan Vogel wrote to the Traffic Committee opposing installation of sidewalks on Timberwyck and Red Fox (letter attached).

Fr. Belczak requested that a rehearing be granted for sidewalks on Timberwyck and Red Fox Trail. Ms. Bluhm, City, Attorney, indicated that an analysis of who was notified will be made and, if indeed residents within 300 feet were not notified, appropriate steps will be taken.

Goeff Hutchison, gave several reasons that he thought the 8-foot sidewalk would be impractical. He said that installation of a sidewalk would cause water to pond between the sidewalk and Adams Road. Currently Adams Road water runs off onto church property, and a sidewalk would dam it up. There is no drainage system now, and drainage would have to be reworked 400 feet to the south. In effect, the City is asking them to create a drainage system.

The existing right of way is inadequate; there are utility poles, trees and flower beds in the proposed right of way. Also, the deceleration lane won't allow room for an 8-foot sidewalk. The are 33 feet of right of way in front of the church property, and 55-60 feet of right of way to the north and to the south of it.

Motion by Halsey
Seconded by Diefenbaker

Resolved that the rehearing for the sidewalk waiver at 4580 Adams for the Adams Road sidewalk is granted, and that Mr. Hutchison and the City Engineer attend the rehearing.

YEAS: 5

NAYS: 0

ABSENT: 2

MOTION CARRIED

7. **Install DO NOT BLOCK INTERSECTION sign on Rochester Road at Bishop.**

John P. Epple, 3612 Carmel, reports that during peak hours, northbound Rochester Road traffic is backed up, blocking motorists from turning in or out of Bishop, even when Bishop has the green signal. He requests a DO NOT BLOCK INTERSECTION sign on Rochester at Bishop.

Field observations show that the intersection has blocked vehicles for 2-3 cycles of the PM peak hour between 4:30 and 6:00 p.m. The City has installed several signs for Rochester Road that say DO NOT BLOCK INTERSECTION/DRIVEWAY. We still receive concerns from area residents and businesses that the intersections/driveways are blocked. Generally these signs that serve as reminders of the law have been found not to be effective in times of high congestion. Observations on Rochester Road where similar signs are installed show that the driveways are not kept clear between 4:30 and 6:00 p.m. and motorists rely on the courtesy of drivers on Rochester to get onto Rochester from driveways and side streets.

No one appeared to address this issue. The Committee agreed that such signs are useless, as they are generally ignored by motorists.

Motion by Schultz
Seconded by Halsey

To recommend no changes.

YEAS: 5

NAYS: 0

ABSENT: 2

MOTION CARRIED

9. Install Fire Lanes at 1737 Thunderbird

Lou Wagner of Star Builders, owner of 1765 Thunderbird, requests that fire lanes be posted on the north side of 1737 Thunderbird. Mr. Wagner says that 1737 was supposed to be posted at the time of construction, as was 1765.

The distance between the two buildings is 33 feet, and there are two utility poles on the property line towards the rear (west) of the buildings. People park on the north side of 1737, reducing the width of the driveway.

Section 8.28, Chapter 106, Troy City Code, provides for the establishment of fire lanes on private property. The Fire Department recommends that the fire lanes shown on the attached sketch be provided to allow proper deployment of and travel by emergency vehicles (fire, police, medical).

Gary Reider, President of Craft-Tech Enterprises, Inc., at 1737 Thunderbird, the adjoining property, faxed the Traffic Engineering Department on September 16, requesting that discussion of this item be postponed until the next meeting.

Motion by Schultz
Seconded by Halsey

To table this item until the October meeting.

YEAS: 5

NAYS: 0

ABSENT: 2

MOTION CARRIED

10. Visitors' Time

No one appeared to address the Committee on items not on the agenda.

11. Other Business

Lori Grigg Bluhm, City Attorney, addressed the Committee on the issue of the Rhode Island Estates sidewalk issue. She stated that the developer, Victor DeFlorio, cannot request a sidewalk waiver for Rhode Island Drive since he doesn't own the property. Only the property owners can legally do that.

Mr. Halsey mentioned grooves (ruts), perhaps 6" deep, in the pavement on Square Lake at Rochester and on Wattles at Rochester Road. He wants those areas to be resurfaced before winter.

Mr. Schultz mentioned that left turns should be prohibited coming out of the gas stations at the intersections of Crooks and Big Beaver. Mr. Kilmer indicated that making left turns out of the post office on Livernois is also a challenge, with three lanes of traffic to cross before getting to the center lane.

Mr. Halsey also indicated that he used his bike this summer and noticed that the sidewalks on some of the major roads are in poor condition. Specifically, he mentioned sidewalks in front of the Price Funeral Home and the veterinary clinic on Rochester, and some areas on John R where shrubbery overhangs into the sidewalk.

12. Adjourn

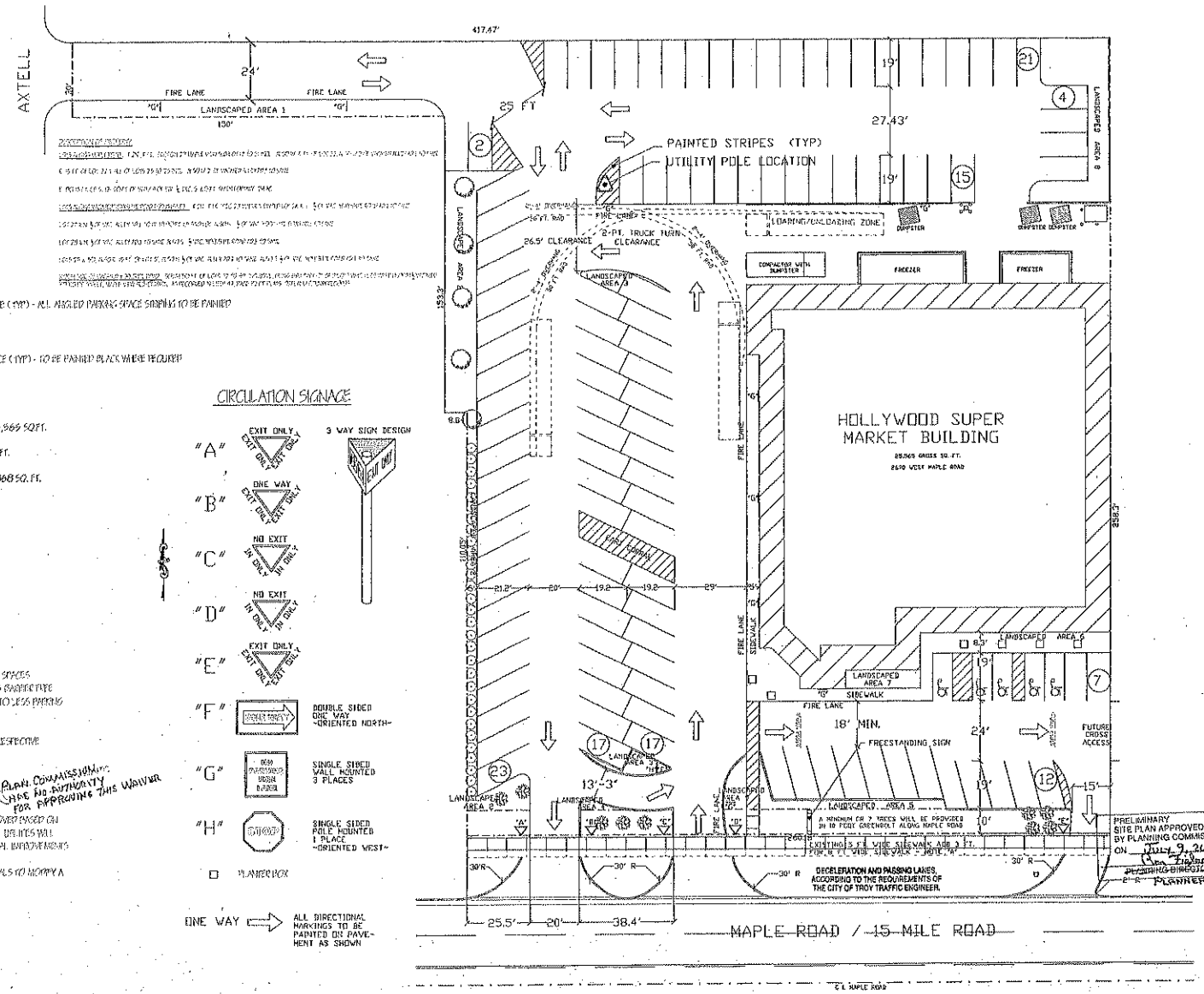
Motion by Halsey
Seconded by Diefenbaker

To adjourn the meeting at 9:00. The next meeting is scheduled for October 16, 2002.

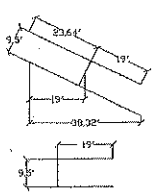
YEAS: 5

NAYS: 0

ABSENT: 2



PARKING DIMENSIONS



74 DEG PARK SPACE (TYP) - ALL ANGLED PARKING SPACE STRIPING TO BE PAINTED

90 DEG PARK SPACE (TYP) - TO BE PAINTED BLACK WHERE REQUIRED

AREA OF SITE: 90,196.822 SQ. FT.
GROSS FLOOR AREA OF BUILDING WITH ADDITION - 25,965 SQ.FT.

LANDSCAPING REQUIRED 10 X 90,187 = 9,080 SQ. FT.
LANDSCAPING SUPPLIED
VARIANCE GRANTED 9-16-97 FOR LANDSCAPING - 3,868 SQ. FT.
NEW LANDSCAPING TOTALS:
LANDSCAPED AREA 1 - 866 SQ. FT.
LANDSCAPED AREA 2 - 1929 SQ. FT. (2129)
LANDSCAPED AREA 3 - w/a SQ. FT. (194)
LANDSCAPED AREA 4 - 34 SQ. FT.
LANDSCAPED AREA 5 - 319 SQ. FT.
LANDSCAPED AREA 6 - 216 SQ. FT.
LANDSCAPED AREA 7 - 289 SQ. FT.
LANDSCAPED AREA 8 - 131 SQ. FT.
LANDSCAPED AREA 9 - 196 SQ. FT.
TOTAL AREA OF LANDSCAPING - 4944 SQ. FT.

PARKING REQUIREMENTS
GROSS FLOOR AREA - 25,965 SQ.FT. / 200 - 130 SPACES
PARKING SPACES PROVIDED - 112 SPACES INCLUDING 6 HANDICAPPED ACCESS SPACES, VARIANCE GRANTED (06-02) FOR 10 LESS PARKING SPACES FOR THE SUBJECT SITE.

ALL UTILITIES NEAR O.W. TO BE MOVED IF REQUIRED BY RESPECTIVE UTILITY OWNER.

NOTES:

TO BE HANDLED UPON PROCESSING OF WAIVER (PLAN COMMISSION HAS NO AUTHORITY FOR APPROVING THIS WAIVER)

B. THE UTILITIES ARE EXISTING AND ARE NOT BEING MOVED BASED ON THIS RESUBMITTAL PROPOSAL FOR THE PARKING LOT. THE UTILITIES WILL BE SHOWN ON THE ENGINEERING PLANS FOR ACTUAL IMPROVEMENTS TO THE PAVEMENT AND LANDSCAPE AREAS.

C. THE SITE IS PRE-EXISTING. THERE ARE NO PROPOSALS TO MODIFY A SITE THAT IS FULLY IMPROVED.

DECIDUOUS BUFFER TREE

DECIDUOUS BUFFER TREE

INTERMEDIATE SHRUB

CIRCULATION SIGNAGE

"A" EXIT ONLY

"B" ONE WAY

"C" NO EXIT

"D" NO EXIT

"E" EXIT ONLY

"F" DOUBLE SIDED ONE WAY "ORIENTED NORTH"

"G" SINGLE SIDED WALL MOUNTED 3 PLACES

"H" SINGLE SIDED POLE MOUNTED 1 PLACE "ORIENTED WEST"

3 WAY SIGN DESIGN

PLANTER BOX

ONE WAY ALL DIRECTIONAL MARKINGS TO BE PAINTED ON PAVEMENT AS SHOWN

PARKING CIRCULATION PLAN

SCALE: 1" = 20'-0"

PLANNING DEPT

PROJECT: DONNELLON - SWARTHOUT - ASSOCIATES - INC.
ARCHITECTS AND PLANNERS
PROJECT: HOLLYWOOD SUPER MARKET
2570 WEST MAPLE ROAD
TROY, MICHIGAN 48084
OWNER: HOLLYWOOD SUPER MARKET
2570 WEST MAPLE ROAD
TROY, MICHIGAN 48084

ISSUED FOR:
12/12/02 CITY COUNCIL REVIEW
12/6/02 PLAN. COMM. REVIEW
7/26/02 PLAN. COMM. RESUBMITTAL
7/15/02 PLAN. DEPT. ADM. REVIEW

PROJECT ARCHITECT:
J. DONNELLON, AIA, AICP

SHEET CONTENT: PARKING LOT AND CIRCULATION PLAN

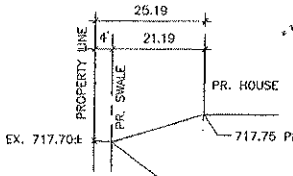
FILE NO: WH02006

SHEET NO: SP-2d

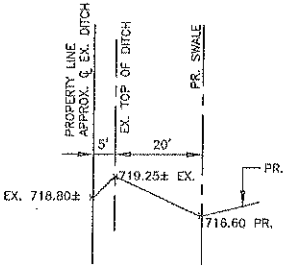
ITEM 3

3 WORKING DAYS
BEFORE YOU DIG
CALL MISS DIG
1-800-482-7171

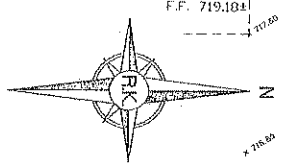
EX. TOP OF DITCH
EX. ℄ OF DITCH
N00°43'00"E. 115.00'
N00°43'00"E. 115.00' (M)
N00°41'22"E. 115.08' (M)
115.00'
PR. 109 L.F. 12" RCP CL IV @ 0.32%
PR. 89 L.F. 8" PVC @ 0.40%
PR. 4' ø C.B. RIM 716.50 12" INV. E. 712.83 12" INV. N. 712.83
PR. 4' ø C.B. RIM 716.50 12" INV. S. 713.18 8" INV. N. 713.30
PR. 2' ø INLET RIM 717.25 8" INV. S. 713.75
PR. 3" SUMP LEAD
PATIO AT F.F. LEVEL(TYP.)
BRICK PAVERS (TYP.)
PARCEL "D"
FIRST FLOOR 722.33
BSMT. 714.00
GARAGE 721.00
PARCEL "C"
FIRST FLOOR 722.33
BSMT. 714.00
GARAGE 721.00
PROP. 6" CONC. CURB W/GUTTER
PROP. BRICK PAVERS
PROVIDE MIN. 20 L.F. OF CURB
PR. C.O.
PR. 130' L.F. 6" HOUSE LEAD
PR. 137' L.F. 6" HOUSE LEAD
PR. 227 L.F. 12" RCP CL IV @ 0.32%
PR. WATER SERVICE
PR. 20'x50' EASEMENT FOR COMMON DRIVE
PR. 20'x50' EASEMENT FOR COMMON DRIVE
S00°43'00"W. 115.00' (R)
S00°46'11"W. 115.13' (M)
S00°43'00"W. 115.00' (R)
S00°41'22"W. 115.13' (M)
N.88°05'00"W. 240.00' (R.)
N.88°02'15"W. 240.01' (C.)
S.88°05'00"E. 240.00' (R.) 240.11' (M.)
57.58'
60.03'
106.82'
104.81'
24'
25.24
17.00
6'
20' RADIUS
EX. 5' CONC. WALK
EX. 15' STORM
EX. 18' STORM
EX. 12" W.M.
EX. 8" SAN.
EX. 15" INV. N&S. 712.78±
EX. U.P.
EX. BUR. FIBER
EX. U.P.
B.M.
EX. ARROW ON HYD.
ELEV. 721.02
EX. SAN. M.H.
RIM 715.58
EX. 8" INV. N&S 705.50±
EX. C.B.
RIM 715.94
12" INV. W&S 712.10±
EX. C.B.
RIM 715.94
12" INV. N 712.15±
EX. SAN. M.H.
RIM 717.37
EX. 8" INV. S 707.60±
EX. BEEHIVE C.B.
RIM 715.80
12" INV. E. 712.80±
15" INV. N. 712.00±
18" INV. S. 711.97±
PR. 4' ø M.H.
RIM 716.00
12" INV. W. 712.10
EX. 18" INV. N&S. 712.05±
EX. HOUSE F.F. 719.18±
EX. HOUSE F.F. 721.64±
EX. ASPHALT
EX. DRIVE
CROOKS RD. 120' WD.

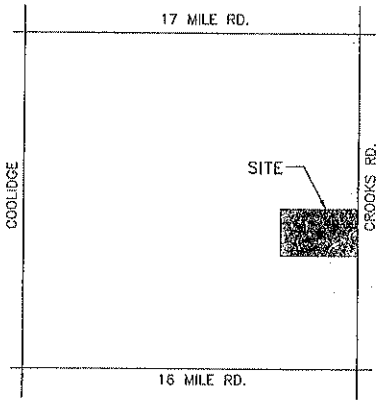


SECTION A–A
NOT TO SCALE



SECTION C–C
NOT TO SCALE



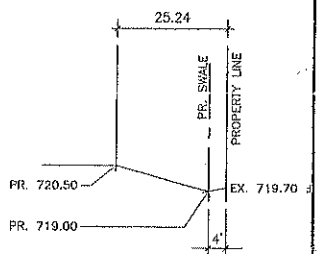


LOCATION MAP

PROPERTY DESCRIPTION

PARCEL "C"
LOT 39 EXCEPT THE NORTH 10.00 FT., PLUS THE NORTH 5.00 FT. OF LOT 62 OF MUER'S GARDEN FARMS A SUBDIVISION PART OF THE S.E. 1/4 OF SEC. 20, T.2.N., R.11E., TROY TWP., (NOW CITY OF TROY) OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 15 OF PLATS, PAGE 45 OF OAKLAND COUNTY RECORDS.

PARCEL "D"
LOT 62 EXCEPT THE NORTH 5.00 FT., PLUS THE NORTH 5.00 FT. OF MUER'S GARDEN FARMS A SUBDIVISION PART OF THE S.E. 1/4 OF SEC. 20, T.2.N., R.11E., TROY TWP., (NOW CITY OF TROY) OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 15 OF PLATS, PAGE 45 OF OAKLAND COUNTY RECORDS.



SECTION B–B
NOT TO SCALE

ITEMS 4 + 5

R.K. ENGINEERING & SURVEYING ASSOCIATES, INC.
48645 VAN DYKE
SHELBY TWP., MI 48317
PH:(586) 254-2080
FAX:(586) 739-5944

SCALE: 1" = 20'	DRAWN BY: Shamik
DATE: 03-04-02	RK JOB #02-509

PARCEL C & D, PART OF S.E. 1/4 OF SEC. 20, T.2N., R.11E., CITY OF TROY, OAKLAND COUNTY, MICHIGAN

PLOT PLAN — DRAWING NO. 1

REV. 04-30-02 PER CITY OF TROY

ITEM 6

1902 Hartshorn
Troy, Mi 48083
July 24, 2002

Mr. John Abraham, Traffic Engineer
City of Troy
500 West Big Beaver
Troy Mi 48098

Dear Mr. Abraham:

It almost happened again, only this time I didn't have my camera. A near miss at my residence because another driver failed to stop at the intersection of Woodslee and Hartshorn. Last time the driver hit the corner of our house (see enclosed photos and subsequent police report), this time I was standing in my driveway unloading groceries with my two children ages four and seven. Needless to say, I am concerned about what will happen next time.

I have a simple request, can we have a stop sign erected? One of the problems due to our location is that many employees from the surrounding businesses use Hartshorn and other side streets as a short cut from the Livernois/Maple intersection. Boh the density and traffic speed "cutting through" at lunchtime and after 5:00 dramatically increases (confirmed by a traffic study several years ago) and our generally quiet residential neighborhood becomes a busy and often dangerous place.

I understand that a stop sign will not totally prevent accidents from occurring, but it should be a visual tool to help drivers stop at the intersection. I was informed after this last occurrence that "I don't have to stop, there isn't a stop sign here" by the driver.

If the cost is an issue, my husband and I would gladly write a check. I understand that this issue may be a small one in the global issues of city engineering, but as a mother with small children, I would like a response regarding this matter from your office. As I am employed as a teacher, I am not working during the summer. I am available at home (248) 689-0942 or by E-mail Jhutch370@aol.com I look forward to hearing from you .

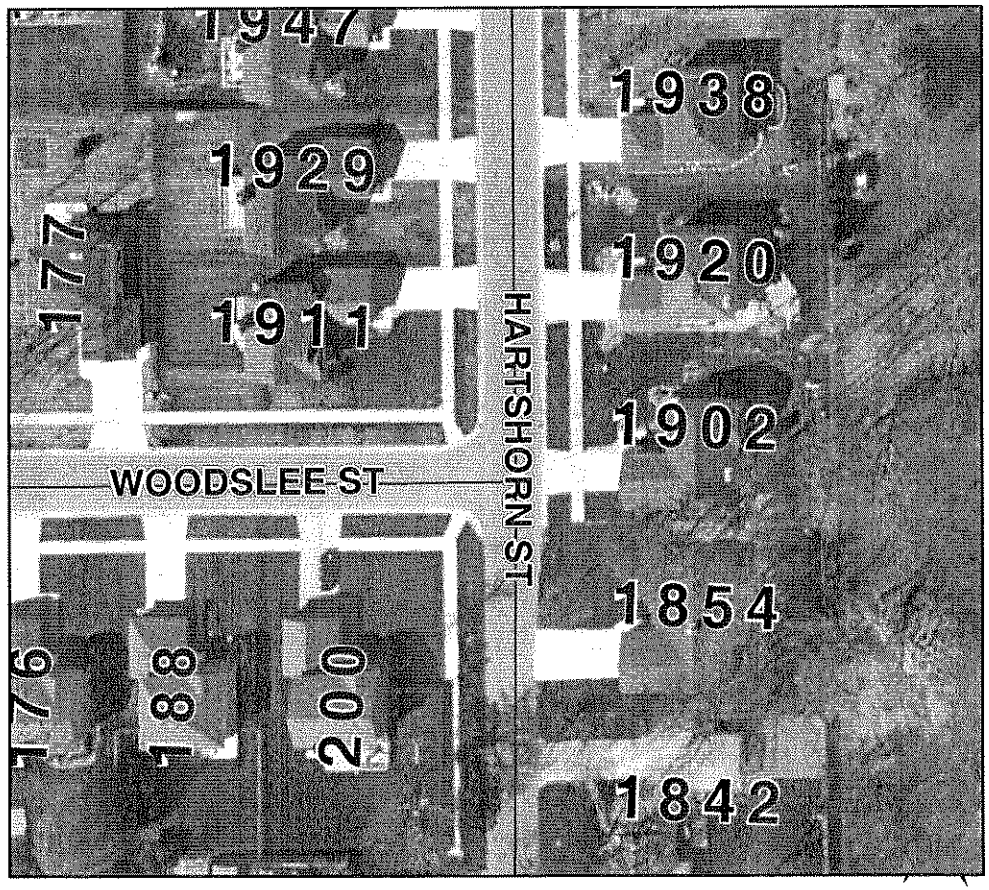
Thank-you,

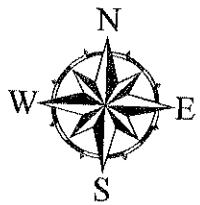
Julia Groves Hutchinson

Julia Groves Hutchinson

RECEIVED
JUL 2 6 2002
ENGINEERING

HICKORY ST
CHERRY ST
ALGANSEE ST
LARCHWOOD ST
ARTHUR ST
WOODSLEE ST
VERMONT ST
CHOPIN ST
E MAPLE RD
LIVERNOIS AVE
HARTSHORN ST
MASTIN DR
PLUM ST
BEECH LN


1947
1938
1929
1920
1911
1902
1854
1842
1881
2002
1971
WOODSLEE ST
HARTSHORN ST


N
W
E
S

ITEM 6

ITEM 6

City of Troy

500 West Big Beaver
Troy, Michigan 48084
Fax: (248) 524-0851
www.ci.troy.mi.us

Area code (248)

Assessing
524-3311

Bldg. Inspections
524-3344

Bldg. Maintenance
524-3368

City Clerk
524-3316

City Manager
524-3330

Community Affairs
524-1147

Engineering
524-3383

Finance
524-3411

Fire-Administration
524-3419

Human Resources
524-3339

Information Services
619-7279

Law
524-3320

Library
524-3545

Parks & Recreation
524-3484

Planning
524-3364

Police-Administration
524-3443

Public Works
524-3370

Purchasing
524-3338

Real Estate & Development
524-3498

Treasurer
524-3334

General Information
524-3300

August 1, 2002

Julia Groves Hutchinson
1902 Hartshorn
Troy, MI 48083

Dear Ms. Hutchinson:

Thank you for the letter regarding the intersection of Woodslee and Hartshorn. Your request for a "Stop Sign" will be placed on the next Traffic Committee agenda. Appropriate studies to determine whether a Stop Sign is warranted at the intersection will be performed and presented to the committee.

The Traffic Committee is made up of seven Troy citizens that meet monthly to discuss traffic concerns and make recommendations to City Council on traffic control devises such as traffic signs and signals.

If you should need any additional information, please don't hesitate to contact me at (248) 524-3379 or by e-mail at abrahamjk@ci.troy.mi.us

Sincerely,

John Abraham, P.E.
Traffic Engineer

cc: Steve Vandette, City Engineer

K:\Communications - Citizens\Julia Hutchinson Letter Hartshorn.doc

ITEM 6

Authority: 1949 PA 300, Sec. 257.622
Compliance: Required
Penalty: $100 and/or 90 days

Do Not Use

Page 1 Of 1 UD-10 (1/99)

Incident # #01-46098

File Class

Incident Disposition: Open / Closed

Reviewer

STATE OF MICHIGAN

Traffic Crash Report

ORI: MI-6378400

Department Name: TROY POLICE DEPARTMENT

Crash Date: Month 12 Day 27 Year 2001

Crash Time (Military): 1150

No. of Units: 1

Crash Type: 1 Single Motor Vehicle; 2 Head On; 3 Head On-Left Turn; 4 Angle; 5 Rear End; 6 Rear End-Left Turn; 7 Rear End-Right Turn; 8 Sideswipe-Same; 9 Sideswipe-Opposite; 10 Other/Unknown

Special Circumstances: None; 2 Deer; 3 School Bus; 4 Hit and Run; 5 Fleeing Police

Special Study: 1 Local; 2 State

Weather (Mark Only One): 1 Clear; 2 Cloudy; 3 Fog/Smoke; 4 Rain; Snow/Blowing Snow; 6 Severe Wind; 7 Sleet/Hail; 8 Other/Unknown

Light (Mark Only One): Daylight; 2 Dawn; 3 Dusk; 4 Dark-Lighted; 5 Dark-Unlighted; 6 Other/Unknown

Special Checks: Fatal (Report All); Corrected Copy (Entire Report); Delete (Entire Report); Non-Traffic Area; CMV Involved

County: 63

City/Twp: 84

Traffic Control: 1 Signal; 2 Stop Sign; 3 Yield Sign; None of These

Construction Zone (If applicable) (Mark One From Each Group)
Type: 1 Const./Maint.; 2 Utility
Lane Closed: 1 Yes; 2 No
Activity: 1 On Road; 2 Off Road; 3 None

Relation to Roadway (Location of First Impact): 1 On Road; 2 Median; 3 Shoulder; Outside of Shoulder/Curb; 5 Gore; 6 Other/Unknown

Area: 0; 1; 2; 3; 4; 5; 6; 7; 8

Road Condition (Mark Only One): 1 Dry; 2 Wet; Icy; 4 Snowy; 5 Muddy; 6 Slushy; 7 Debris; 8 Other/Unknown

Total Lanes: 0; 1; 2; 3; 4; 5; 6; 7; 8; 9

Speed Limit: 0; 1; 2; 3; 4; 5; 6; 7; 8; 9

Posted: Yes / No

LOCATION

Road Name: Woodslee — Divided Roadway N S E W

Distance: 50 FT / MI — North / South / East / West — Beginning of Ramp / End of Ramp

Intersecting Road: HARTSHORN (1902) — Divided Roadway N S E W

Trafficway: 1 2 3 4 — Access Control: 1 2 3

Unit Number: 1 2 3 4 5 6 7 8 9

Driver License Number: [redacted]

State: MI

First Name: [redacted] Middle: Last:

Date of Birth: Month 02 Day 06 Year 1974

License Type: O; CY; C; F; M; R

Sex: M; F

Hazard Action: 1 2 3 4 5 6 7 8 9

Position: 1 Restraint: 04 Ambulance/Hospital: NONE

Unit Type: MV; P; B; E (train)

Driver Condition: 1 2 3 4 5 6 7 8 9 10

Injury: K; A; B; C; O

Ejected: Yes / Trapped: Yes

Airbag Deployed: 1 Yes; 2 No; 3 Not Equipped

Citation Issued: 1 Hazardous; 2 Other

TV # 638003

Interlock: Yes / No / Refused / Not offered (Submit Results To FARS When Available)

Alcohol: Yes / No — Test Type: Field / PBT / Breath / Blood / Urine — Test Results

Drugs: Yes / No — Test Type: Blood / Urine — Test Results

Vehicle Registration: [redacted]

State: MI

VIN: JN1CA21D1VM537082

Vehicle Description (year, make, color): 97 NISSAN BLK

Insurance: State Farm

Towed To/By: NONE

Location of Greatest Damage: 1 2 3 4 5 6 7 8 9 10 11 12

First Impact: 8

Extent of Vehicle Damage: 1 2 3 4 5 6 7

Driveable: Yes / No

Vehicle Type: PA; CY; OR; VA; MO; Other; PU; GC; Truck/Bus; ST; SM (Complete Truck/Bus Section)

Vehicle Direction: North; East; South; West

Vehicle Use: 1 2 3 4 5 6 7 8 9 10 11

Special Vehicles: 1 2 3 4 5 6

Vehicle Defect: 1 2 3 4 5 6

Private Trailer Type: 1 2 3 4 5 6 7

Total Occup: 0; 1; 2; 3; 4; 5; 6; 7; 8; 9

PASSENGERS

First Name / Middle / Last — Date of Birth Month Day Year — Sex M F — Ejected Yes — Trapped Yes
Street Address — Phone Number
City — State — Zip
Injury: K; A; B; C; O
Pos. — Rest. — Ambulance/Hospital
Airbag Deployed: 1 Yes; 2 No; 3 Not Equipped

First Name / Middle / Last — Date of Birth Month Day Year — Sex M F — Ejected Yes — Trapped Yes
Street Address — Phone Number
City — State — Zip
Injury: K; A; B; C; O
Pos. — Rest. — Ambulance/Hospital
Airbag Deployed: 1 Yes; 2 No; 3 Not Equipped

Owner / Witness / Uninjured Passenger — Name — Address — Phone Number — Age — Pos. — Rest.

Owner / Witness / Uninjured Passenger — Name — Address — Phone Number — Age — Pos. — Rest.

Person Advised of Damaged Traffic Control — Date — Time — Name

Damaged Property: 1997 Nissan

Public — Owner & Phone: JULIA Hutchinson

Do Not Write or Mark On This Side of The Line

FORMS INC. (616) 447-7540

ITEM 6

Forward Original To: Michigan Department of State Police, Document Processing Unit, 7150 Harris Drive, Lansing, MI 48913

Do Not Write or Mark On This Side of The Line

Driver: 1 2 3 4 5 6 7 8 9

State | Driver License Number | Date of Birth (Month Day Year) | License Type (O CY C F M R) | Sex (M F) | Hazard Action

First Name | Middle | Last

Street Address | Phone Number

Position | Restraint | Ambulance/Hospital

Unit Type (MV P B E (train)) | City | State | Zip

Injury (K A B C O) | Ejected (Yes) | Trapped (Yes) | Citation Issued (1 Hazardous 2 Other)

Airbag Deployed (1 Yes 2 No 3 Not Equipped)

Driver Condition 1 2 3 4 5 6 7 8 9 10

Interlock (Y Yes N No) Refused Not Offered (Submit Results To FARS When Available)

Alcohol (Y Yes N No) Test Type: Field PBT Breath Blood Urine Test Results

Drugs (Y Yes N No) Test Type: Blood Urine Test Results

Total Occup

Vehicle Registration | State | VIN | Vehicle Description (year, make, color)

Insurance | Towed To/By | Vehicle Direction (North East South West) | Special Vehicles 1 2 3 4 5 6

Location of Greatest Damage 0 1 2 3 4 5 6 7 8 9 10 11 12 | Vehicle Type (PA CY OR VA MO Other PU GC Truck/Bus ST SM (Complete Truck/Bus Section)) | Vehicle Use 1 2 3 4 5 6 7 8 9 10 11

First Impact | Extent of Vehicle Damage 0 1 2 3 4 5 6 7 | Driveable (Yes No) | Vehicle Defect 1 2 3 4 5 6 | Private Trailer Type 1 2 3 4 5 6 7

PASSENGERS

First Name | Middle | Last | Date of Birth (Month Day Year) | Sex (M F) | Ejected (Yes) | Trapped (Yes)

Street Address | Phone Number | Injury (K B O A C)

City | State | Zip | Pos. | Rest. | Ambulance/Hospital | Airbag Deployed (1 Yes 2 No 3 Not Equipped)

First Name | Middle | Last | Date of Birth (Month Day Year) | Sex (M F) | Ejected (Yes) | Trapped (Yes)

Street Address | Phone Number | Injury (K B O A C)

City | State | Zip | Pos. | Rest. | Ambulance/Hospital | Airbag Deployed (1 Yes 2 No 3 Not Equipped)

Owner Witness Uninjured Passenger | Name | Address | Phone Number | Age | Pos. | Rest.

Owner Witness Uninjured Passenger | Name | Address | Phone Number | Age | Pos. | Rest.

Unit Reported on Front

Action Prior	Sequence of Events: First	Second	Third	Fourth
0	0	0	0	0
1	1	1	1	1
2	2	2	2	2
3	3	3	3	3
	4	4	4	4
	5	5	5	5
	6	6	6	6
	7	7	7	7
	8	8	8	8
	9	9	9	9
Most Harmful:			M	M

Unit Reported Above

Action Prior	Sequence of Events: First	Second	Third	Fourth
0	0	0	0	0
1	1	1	1	1
2	2	2	2	2
3	3	3	3	3
4	4	4	4	4
5	5	5	5	5
6	6	6	6	6
7	7	7	7	7
8	8	8	8	8
9	9	9	9	9
Most Harmful:	M	M	M	M

TRUCK/BUS INFORMATION

Unit No. 1 2 3 4 5 6 7 8 9

Carrier Name

Address

City | State | Zip

Carrier Source (Papers Log Book Vehicle Driver) | GVWR | Vehicle Type (AA BB AH BH AN BN AP BP AT BX AX CH AY CP AZ CX AL Other)

ICCMC | Driver's CDL Type (A H B N C P T None X) | CDL Restrictions (28 35 29 36 30)

USDOT | CDL Exempt (Farm Other)

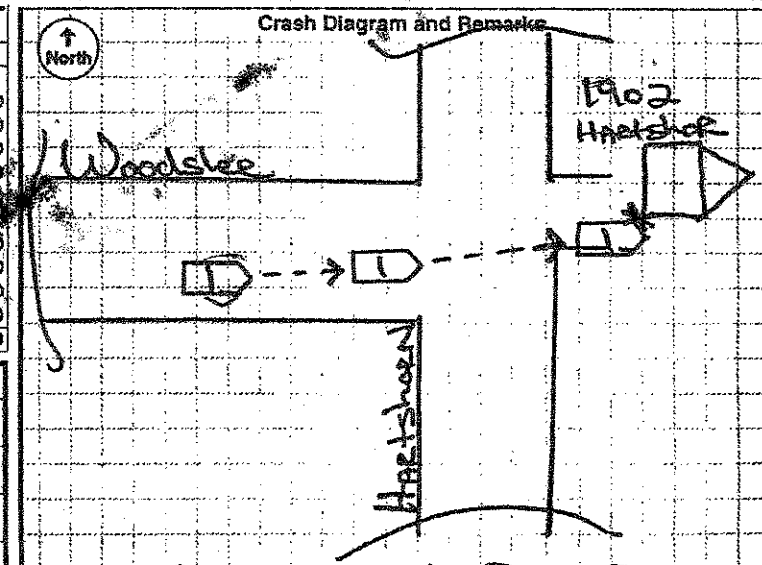
MPSC | Medical Card (Y N)

Interstate Intra (MI Only)

Type & Axles Per Unit: First Second Third Fourth

Hazardous Material: Placard (Y N) Cargo Spill (Y N) ID # Class #

Crash Diagram and Remarks

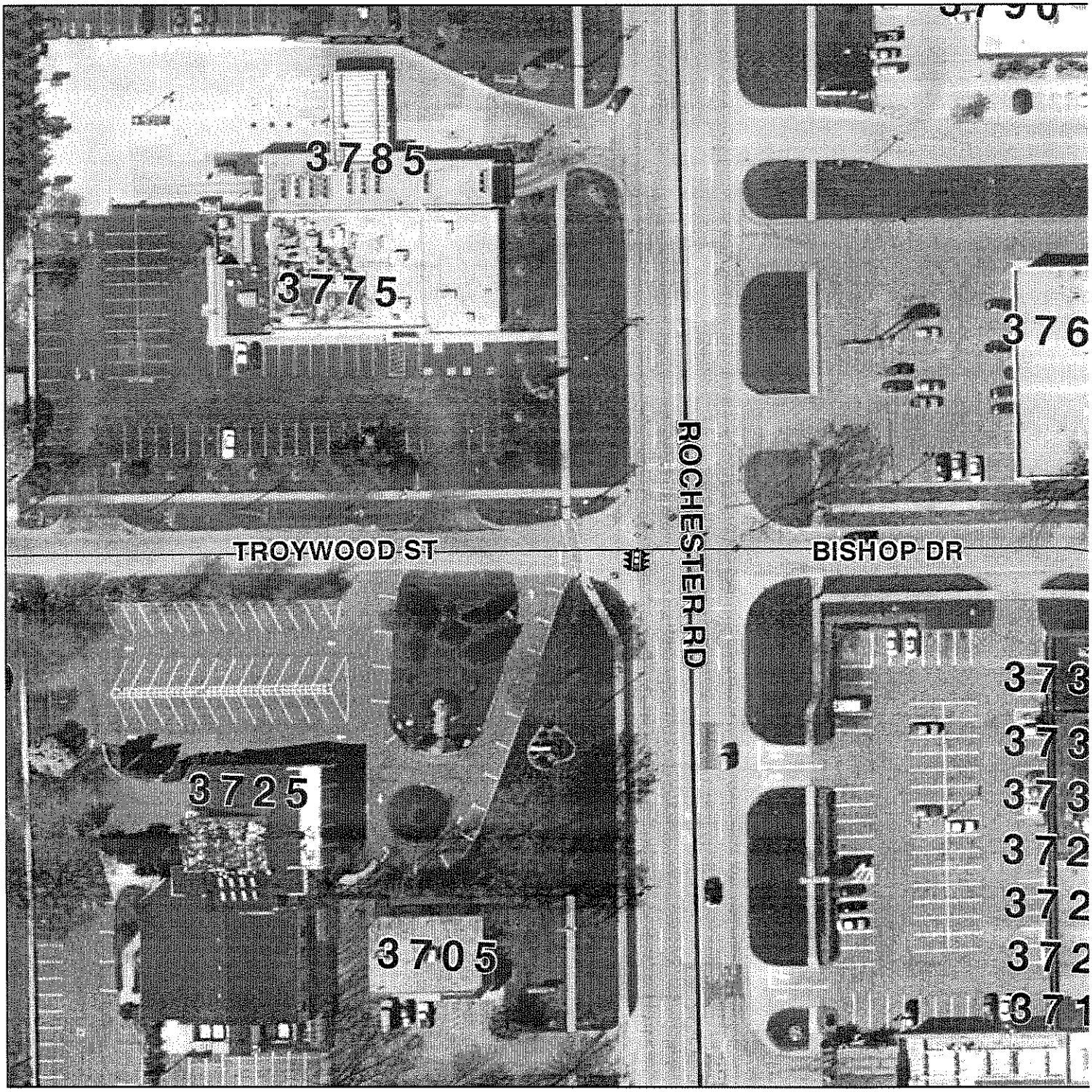


Vehicle #1 was going to first for the icy conditions. Vehicle #1 was unable to stop & slid off the roadway & hit the house @ 1902 Hartshorn.

Do Not Write or Mark On This Side of The Line

ITEM 6

ITEM 7


3785
3775
3725
3705
TROYWOOD ST
ROCHESTER RD
BISHOP DR
376
373
373
373
372
372
372
371

ITEM 7

City of Troy

500 West Big Beaver
Troy, Michigan 48084
Fax: (248) 524-0851
www.ci.troy.mi.us

Area code (248)

Assessing
524-3311

Bldg. Inspections
524-3344

Bldg. Maintenance
524-3368

City Clerk
524-3316

City Manager
524-3330

Community Affairs
524-1147

Engineering
524-3383

Finance
524-3411

Fire-Administration
524-3419

Human Resources
524-3339

Information Services
619-7279

Law
524-3320

Library
524-3545

Parks & Recreation
524-3484

Planning
524-3364

Police-Administration
524-3443

Public Works
524-3370

Purchasing
524-3338

Real Estate & Development
524-3498

Treasurer
524-3334

General Information
524-3300

August 1, 2002

John P. Epple
3612 Carmel
Troy, MI 48083

Dear Mr. Epple:

Thanks for the letter regarding the intersection of Bishop Street and Rochester Road. Your request for a "Do Not Block Intersection" sign will be placed on the next Traffic Committee agenda.

The Traffic Committee is made up of seven Troy citizens that meet monthly to discuss traffic concerns and make recommendations to City Council on traffic control devices such as traffic signs and signals.

If you have any questions or concerns regarding this matter, please do not hesitate to contact me at (248) 524-3379 or by e-mail at abrahamjk@ci.troy.mi.us

Sincerely,

John Abraham, P.E.
Traffic Engineer

cc: Steve Vandette, City Engineer

K:\Communications - Citizens\John Epple Letter Carmel.doc

ITEM 7

July 26,2002

To: John Abrahams
Deputy City Engineer

From: John P. Epple
3612 Carmel
Troy, Mi 48083

Subject: Intersection of Bishop St. and Rochester Rd.

During heavy traffic times in the afternoon, many northbound motorists block this intersection on the green light and southbound cars trying to make left turns onto Bishop are unable to get any breaks in traffic. The light will turn red on Rochester road and the intersection is still blocked. Also, traffic trying to enter Rochester road on their green light are unable to do so until the traffic clears.
I request that a, **Do not block street**, sign be put up for the northbound traffic motorists.

Thank You for your kind attention to this matter.

ITEM 8

RECEIVED
JUL 15 2002
ENGINEERING

KASCO INC
construction services

City of Troy
500 West Big Beaver
Troy, MI 48084

July 5, 2002

Attn: Gary Shripka
Assistant City Manager

Re: Sidewalk at 4580 Adams
St. Thomas More Catholic Church

Dear Gary:

Kasco has been contracted by St. Thomas More to widen Adams Rd and install sidewalks to meet the City of Troy's requirements. We have encountered some site obstacles that will make it difficult to install the sidewalks as directed by the city Traffic Committee. We request that the City review these issues, listed below, and determine if they can be resolved.

1. **Adams Rd:** The Traffic Committee is requiring an 8 ft wide sidewalk. The city engineering department has indicated that it is to be located 1 ft off the 55 ft Right of Way. This will require relocation of (3) landscape beds, (2) of the church's site lighting poles, and possibly an electrical pole. 33'

   Adams Rd storm water runs off onto the St. Thomas More property.
   No storm culverts or storm water management system is in place to conduct this run off. The water must either be collected by the church's storm system, or pond until it drains into the surrounding grass areas. Installation of a sidewalk in this area will cause the water to dam between the road and the sidewalk. Major grading and utility renovations should be completed before this sidewalk is installed. Any sidewalk installed at this time will most likely be removed by the upgrade of utilities necessary for this area.

   The church is willing to agree to install sidewalks when adequate storm water management is in place and the other residents on Adams Road are installing sidewalks. Additionally the church will agree to grant the city an additional 5 foot Right of Way easement for the installation of future sidewalks.

26075 Woodward Avenue | Suite 300 | Huntington Woods | Michigan | 48070 | 248.547.1210 | fax 248.546.1276

2. **Timberwyck (Boulevard Area at Adams):** The road currently encroaches on the church's property, and a sidewalk will encroach further. The church has no record of an easement being granted to the city for this road. The church and the city must reach an easement/purchase agreement for this area.

3. **Timberwyck (directly north of the church):** The location of a sidewalk in the Right of Way, anywhere between each of the two entrances, will require removal of (3) mature pines trees. There will then be an open area between the church and their neighbors where there is currently landscape screening. This may further anger the neighbors. The church does not understand going to the considerable expense of removing these (3) 30-40 ft. trees to install sidewalk in an area where pedestrian access is readily available through the parking lot.

Please consider each of the above conditions and direct me to someone who can help us reach a resolution so that we may begin construction. Feel free to contact me with any further questions.

Sincerely,

Geoffrey Hutchison
Vice President

Dist: Steve Vandette, City of Troy Engineering
Neall Schroeder, City of Troy Engineering
Fr. Edward Belczak, St. Thomas More Catholic Church
David Hipp, Bodman, Longley & Dahling, LLP
865-03

ITEM 8

City of Troy

500 West Big Beaver
Troy, Michigan 48084
Fax: (248) 524-0851
www.ci.troy.mi.us

Area code (248)

Assessing 524-3311
Bldg. Inspections 524-3344
Bldg. Maintenance 524-3368
City Clerk 524-3316
City Manager 524-3330
Community Affairs 524-1147
Engineering 524-3383
Finance 524-3411
Fire-Administration 524-3419
Human Resources 524-3339
Information Services 619-7279
Law 524-3320
Library 524-3545
Parks & Recreation 524-3484
Planning 524-3364
Police-Administration 524-3443
Public Works 524-3370
Purchasing 524-3338
Real Estate & Development 524-3498
Treasurer 524-3334
General Information 524-3300

August 17, 2002

Kasco, Inc.
Attention: Mr. Geoffrey Hutchinson, Vice President
26075 Woodward Avenue, Suite 300
Huntington Woods, Michigan 48070

Re: Sidewalk Installation at 4580 Adams Road
St. Thomas More Catholic Church

Dear Geoff:

Thanks for meeting with us on August 14. Based on the discussion, the church will grant an easement for the required sidewalk construction at the west end of Timberwyck. We would be happy to assist by preparing all necessary easement documents for execution by the church. We will forward them to you shortly.

Additionally, it was agreed that the sidewalk could meander so as to save existing trees along Timberwyck. Since this may require additional easements, we request that a sidewalk plan be submitted as soon as possible, and we can prepare documents for these easements as well. Your plans should be submitted no later than August 30 so that completion of this sidewalk this fall can be assured.

As far as the sidewalk on Adams Road, we will submit your letter describing the hardships involved to the Traffic Committee, who would determine if there is any new information that would warrant a rehearing of the waiver request. If the Traffic Committee decides to rehear the request, it will be placed on October 16, 2002 meeting of the Traffic Committee.

Please advise if there are any further questions or concerns.

Sincerely,

Steven J. Vandette

Steven J. Vandette, City Engineer

SJV/ln

cc: Fr. Edward Belczak, St. Thomas More, 4580 Adams Rd., Troy 48098
John Szerlag, City Manager
Gary A. Shripka, Assistant City Manager/Services
Lee Liston, RCOC Permits Division, 2420 Pontiac Lake Rd., Waterford MI 48328
William J. Huotari, Deputy City Engineer
John Abraham, Deputy City Engineer/Traffic
C. Neall Schroeder, Civil Engineer

Projects - 1988\88.915.3 - St Thomas More\Kasco letter re sidewalk - 2.doc

ITEM 8.

City of Troy

500 West Big Beaver
Troy, Michigan 48084
Fax: (248) 524-0851
www.ci.troy.mi.us

Area code (248)

Assessing
524-3311

Bldg. Inspections
524-3344

Bldg. Maintenance
524-3368

City Clerk
524-3316

City Manager
524-3330

Community Affairs
524-1147

Engineering
524-3383

Finance
524-3411

Fire-Administration
524-3419

Human Resources
524-3339

Information Services
619-7279

Law
524-3320

Library
524-3545

Parks & Recreation
524-3484

Planning
524-3364

Police-Administration
524-3443

Public Works
524-3370

Purchasing
524-3338

Real Estate & Development
524-3498

Treasurer
524-3334

General Information
524-3300

July 31, 2002

Kasco, Inc.
Attention: Mr. Geoffrey Hutchinson, Vice President
26075 Woodward Avenue, Suite 300
Huntington Woods, Michigan 48070

Re: Sidewalk Installation at 4580 Adams Road
St. Thomas More Catholic Church

Dear Geoff:

We have received your letter of July 5, 2002, citing site obstacles making sidewalk installation difficult.

The Traffic Committee has determined that the sidewalk is to be installed in accordance with the approved site plan. Although there is no appeal process for the Traffic Committee decision, we would agree to a rehearing of your waiver request at the next Traffic Committee meeting on September 18, 2002.

This will be the last opportunity for this waiver request to be heard. Failure to apply for the waiver will automatically enforce the previous decision of the Traffic Committee and the sidewalk will have to be installed.

Please advise if there are any further questions or concerns.

Sincerely,

Steven J. Vandette

Steven J. Vandette, City Engineer

SJV/ln

Attachment: Aerial plan of site

cc: Fr. Edward Belczak, St. Thomas More, 4580 Adams Rd., Troy 48098
John Szerlag, City Manager
Gary A. Shripka, Assistant City Manager/Services
Lee Liston, RCOC Permits Division, 2420 Pontiac Lake Rd., Waterford MI 48328
William J. Huotari, Deputy City Engineer
John Abraham, Deputy City Engineer/Traffic
C. Neall Schroeder, Civil Engineer

Projects - 1988\88.915.3 – St. Thomas More\Kasco letter re sidewalk.doc

ITEM 8

2934 Timberwyck Tr.
Troy, MI 48098
(248) 646-0790
9-17-02

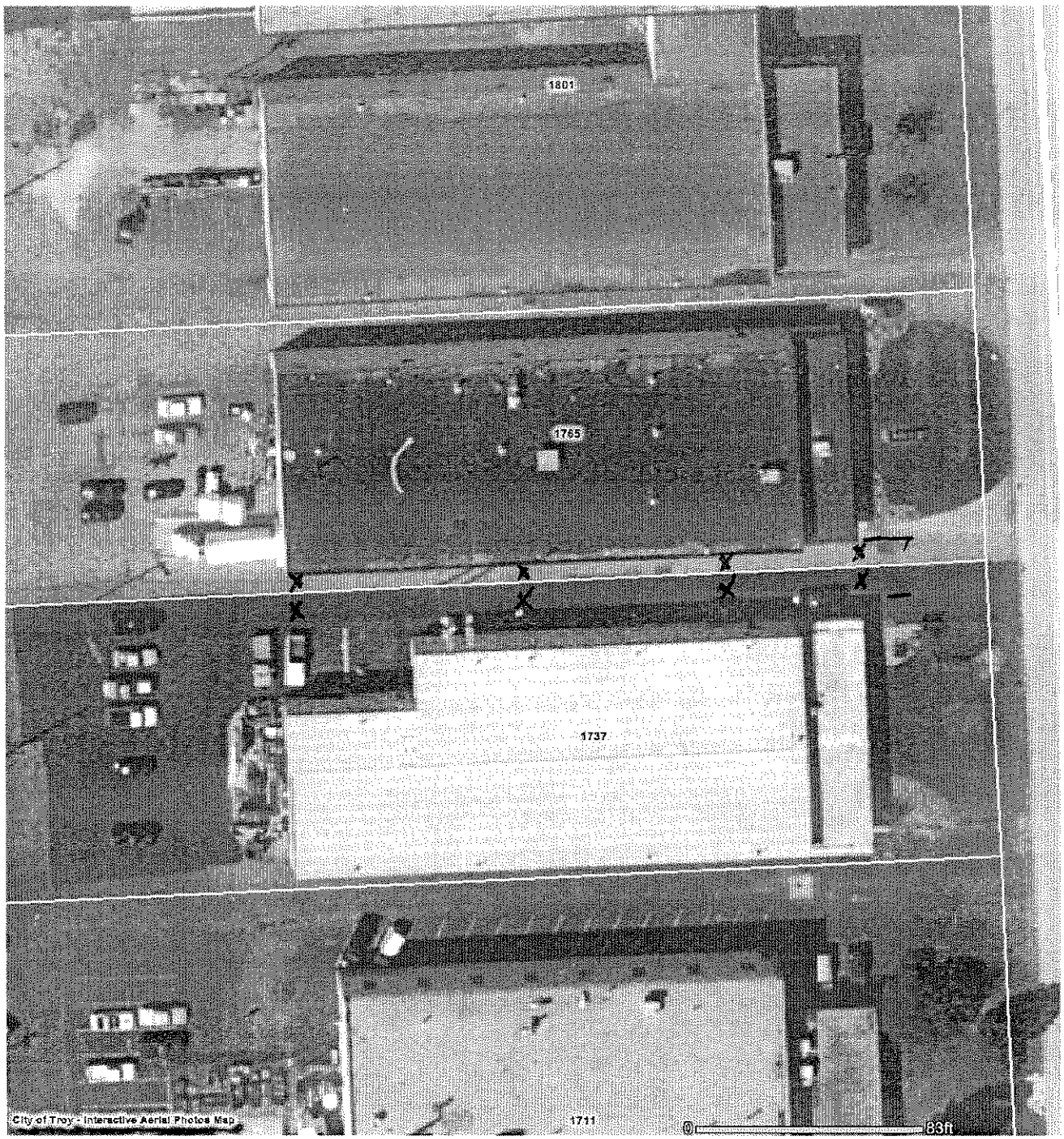
To the Troy Traffic Committee:

It has come to our attention that there are plans to build sidewalks on the St. Thomas More property that borders Timberwyck Trail and Red Fox Trail. We live across the street from the church on the North Side of Timberwyck. The south view from our home looking toward the church is beautifully landscaped with full- grown trees and lush grass. This landscape provides a buffer between the home properties on the North side of Timberwyck and the church building and parking lots. We believe that the eye-appealing, mature landscape would be jeopardized by adding sidewalks. With the exception of a very small portion of sidewalk that leads from the church to what was once the nun's home, there are no sidewalks in our subdivision. We fail to see how the addition of this sidewalk would in any way enhance the safety or aesthetics of our neighborhood. Several tree and bushes would have to be removed or severely cut back to complete the sidewalk. We have spoken with several of our neighbors, and they are in agreement about this issue – they do not want the sidewalk. Unfortunately, we have a commitment on Wednesday, as do the neighbors both to the east and west of us, and will not be able to attend the meeting. However, we hope that our voices will be heard, and that you would consider our position. Thank your for your consideration.

Sincerely,
Joan Vogel
Allan Vogel

ITEM 9

City of Troy Geographical Information Systems



PRE-FIRE PLANNING INSPECTION

ITEM 9

Building being inspected (Give Name)

Name of Owner, Occupant, Lessee, Tenant

Address Phone

Name of Responsible party who can be reached at night

Address Phone

DATE 5-28-81

(Circle) Copy for; Company Battalion Bureau

Inspector

Company	Platoon	Battalion	Division

Make one diagram for the complex and one diagram for each fire area or building.

This is page _____ of a set of _____ pages.

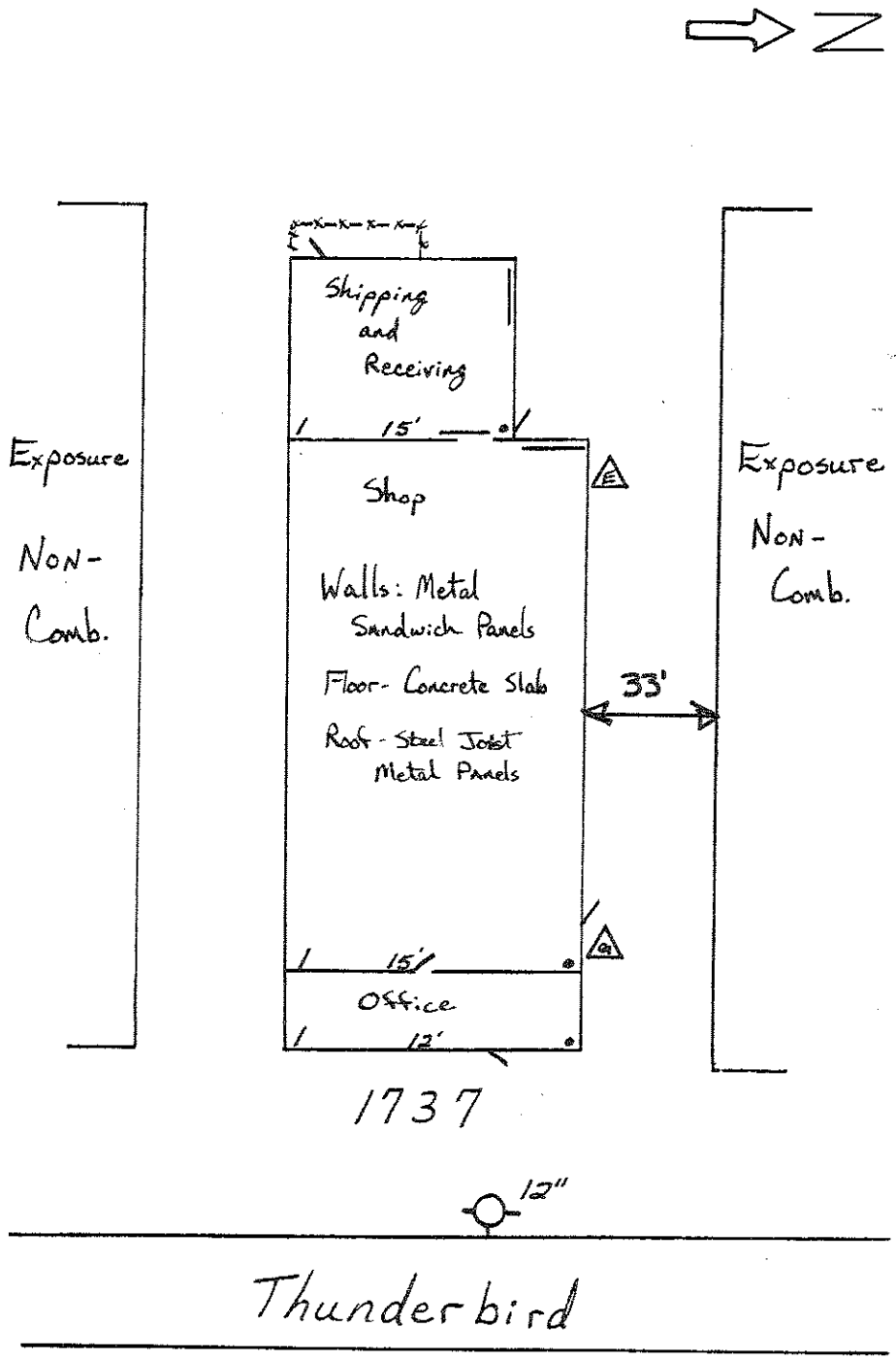
SHOW ON EVERY DIAGRAM

1. Arrow North 2. Street and Number 3. Height 4. Fire Walls 5. Stairs and Fire Escapes 6. Doors 7. Vertical Openings 8. Scale: 1" (10', 25', 50'.)

Street Name and Address: 1737 Thunderbird

Name of Company or occupancy: Aggressive Manufacturing

HAZARD



Scale 1" = 50'

RESPONDING COMPANIES: Engine _____ Squads _____ Snorkels _____

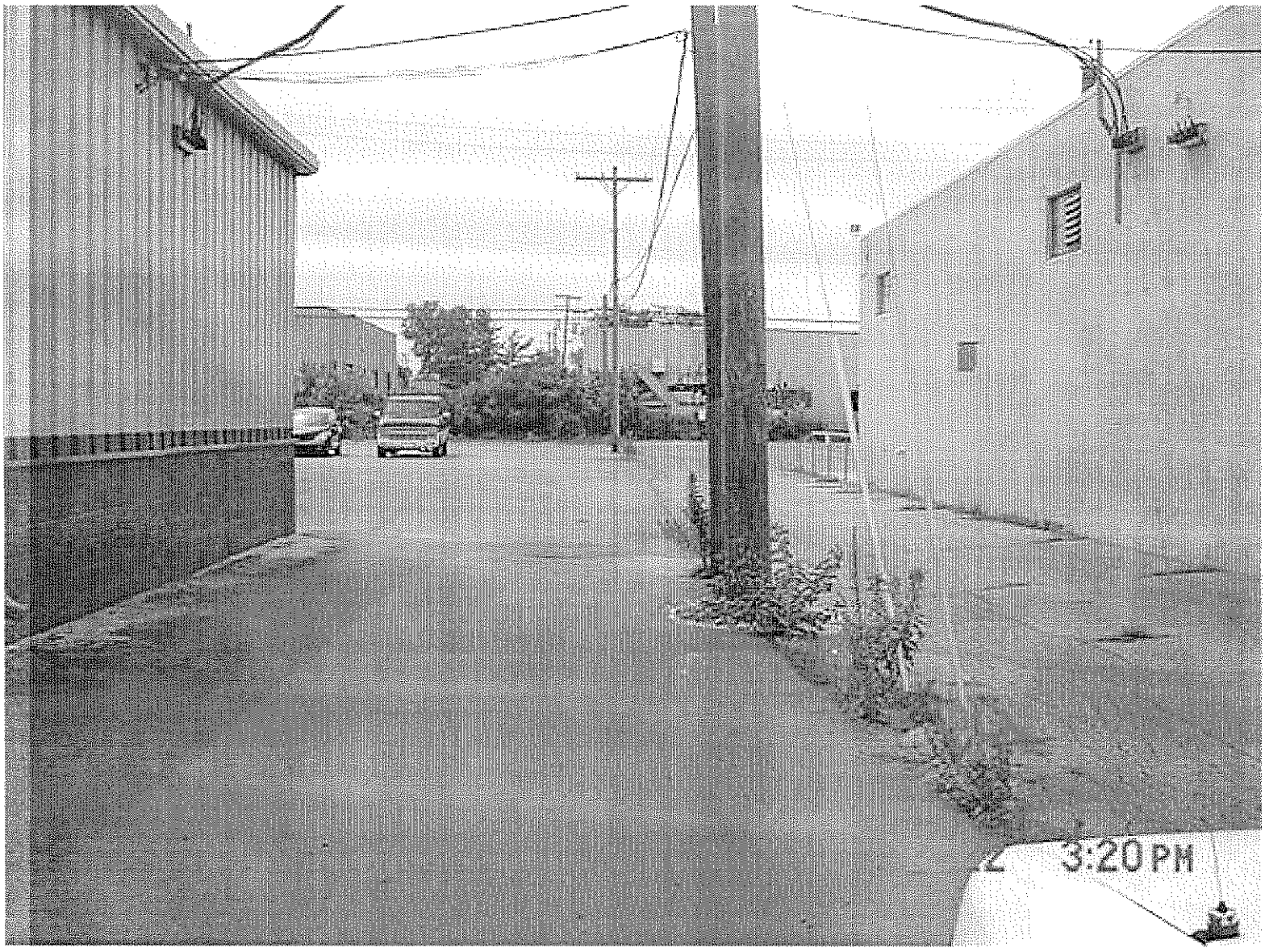
Trucks _____

Arterial WATER MAIN Size _____ Cistern

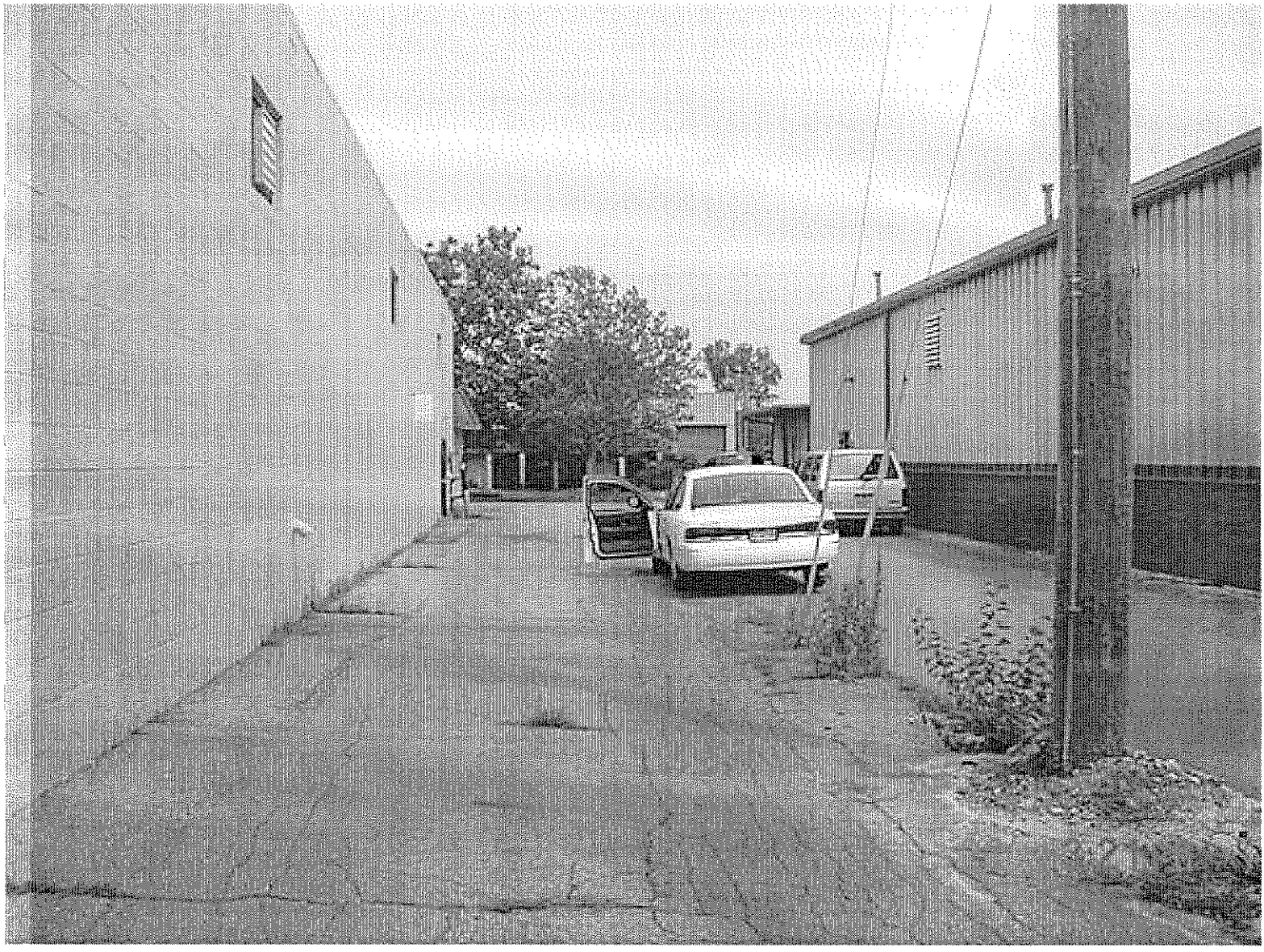
Street _____

12"

ITEM 9



ITEM 9



ITEM 9

October 1, 2002

TO: The Honorable Mayor and City Council

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

SUBJECT: Private Agreement for White Castle
Project No. 01.941.3

The Engineering Department has reviewed and approved plans for this project, which includes sidewalks.

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

Approval is recommended.

G:\Projects\Projects - 2001\01.941.3 White Castle - 2930 John R.\Private Agreement Cover Letter.doc

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

Prepared by: Gary Streight, P.E.
Civil Engineer

Enclosed Private Agreement, Detailed Summary, Sketch

DETAILED SUMMARY OF REQUIRED ESCROW DEPOSITS AND CASH FEES
PRIVATE AGREEMENT FOR WHITE CASTLE
PROJECT NO. 01.941.3

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

Escrow Deposits:

Sidewalks	2,262.50	
Total Escrow Deposits: (letter of credit)		**$ 2,262.50**

Cash Fees:

Review & Inspection	$ 138.00	
Total Cash Fees: (check)		**$ 138.00**

CONTRACT FOR INSTALLATION OF MUNICIPAL IMPROVEMENTS
(PRIVATE AGREEMENT)

PROJECT NO. 01.941.3 | PROJECT LOCATION: 2930 JOHN R.

RESOLUTION NO. | DATE OF COUNCIL APPROVAL:

KNOW ALL MEN BY THESE PRESENT; That the City of Troy, a Michigan Municipal Corporation of the County of Oakland, State of Michigan, hereinafter referred to as "City" and White Castle System Inc., whose address is 555 W. Goodale St., Columbus, OH 43215 and whose telephone number is (614)228-5781 hereinafter referred to as "~~Owners~~ Occupant". NWZ 9-26-2002

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

NWZ 9-26-2002

SECOND: That the ~~Owners~~ Occupant agree to contribute the approximate contract price of **$2,262.50**. This amount will be transmitted to the City Clerk for installation of said improvements in the form of (check one):

Cash	☐
Certificate of Deposit	☐
Irrevocable Bank Letter of Credit	☐
Check	☒

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

NWZ 9-2-2002

* Plan Review and Construction Inspection Fee	$ 138.00
Water Main Testing Fee	
TOTAL:	$ 138.00

* 6.1% (.061) of approximate contract price

CONTRACT FOR INSTALLATION OF MUNICIPAL IMPROVEMENTS
(PRIVATE AGREEMENT)

PROJECT NO. 01.941.3 | PROJECT LOCATION: 2930 JOHN R.

COUNCIL RESOLUTION NO. | DATE OF COUNCIL APPROVAL:

THIRD: The ~~owners~~ occupant may contract for construction of said improvement or may have the City advertise for bids. In the event the ~~Owners~~ Occupant select their own contractor, such contractor shall be subject to prior written approval by the City and completed contract documents shall be submitted to the City. ~~Owners~~ Occupant agree to arrange for a pre-construction meeting with the City Engineer and the contractor prior to start of work. All municipal improvements must be completely staked in the field under the direct supervision of a registered civil engineer or registered land surveyor, according to the approved plans.

FOURTH: ~~Owners~~ Occupant hereby acknowledge the benefit to their property conferred by the construction of the aforementioned and agree and consent to pay the total sum of $2,400.50 for the construction of said public utilities in lieu of the establishments of any special district by the City. Further, owners acknowledge that the benefit to their property conferred by the improvement is equal to, or in excess of, the aforementioned amount.

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

SIXTH: ~~Owners~~ Occupant agree to indemnify and save harmless City, their agents and employees, from and against all loss or expense (including costs and attorneys' fees) by reason of liability imposed by law upon the City, its agents and employees for damages because of bodily injury, including death, at any time resulting therefrom sustained by any person or persons or on account of damage to property, including work, provided such injury to persons or damage to property is due or claimed to be due to negligence of the ~~Owner~~ Occupant, his contractor, or subcontractors, employees or agents, ~~Owner~~ Occupant further agrees to obtain and convey to the City all necessary easements for such public utilities as required by the City Engineer.

CONTRACT FOR INSTALLATION OF MUNICIPAL IMPROVEMENTS
(PRIVATE AGREEMENT)

PROJECT NO. 01.941.3 | PROJECT LOCATION: 2930 JOHN R.

COUNCIL RESOLUTION NO. | DATE OF COUNCIL APPROVAL:

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate on this 6 day of September, 2002.

Occupant
~~OWNERS~~
By: WHITE CASTLE SYSTEM, INC.

Please Print or Type: G. ROGER POST, VICE PRESIDENT

Please Print or Type NICHOLAS W. ZUK, ASSISTANT SECRETARY

CITY OF TROY
By:

Matt Pryor, Mayor

Tonni Bartholomew, City Clerk

STATE OF ~~MICHIGAN~~ OHIO, COUNTY OF ~~OAKLAND~~ FRANKLIN

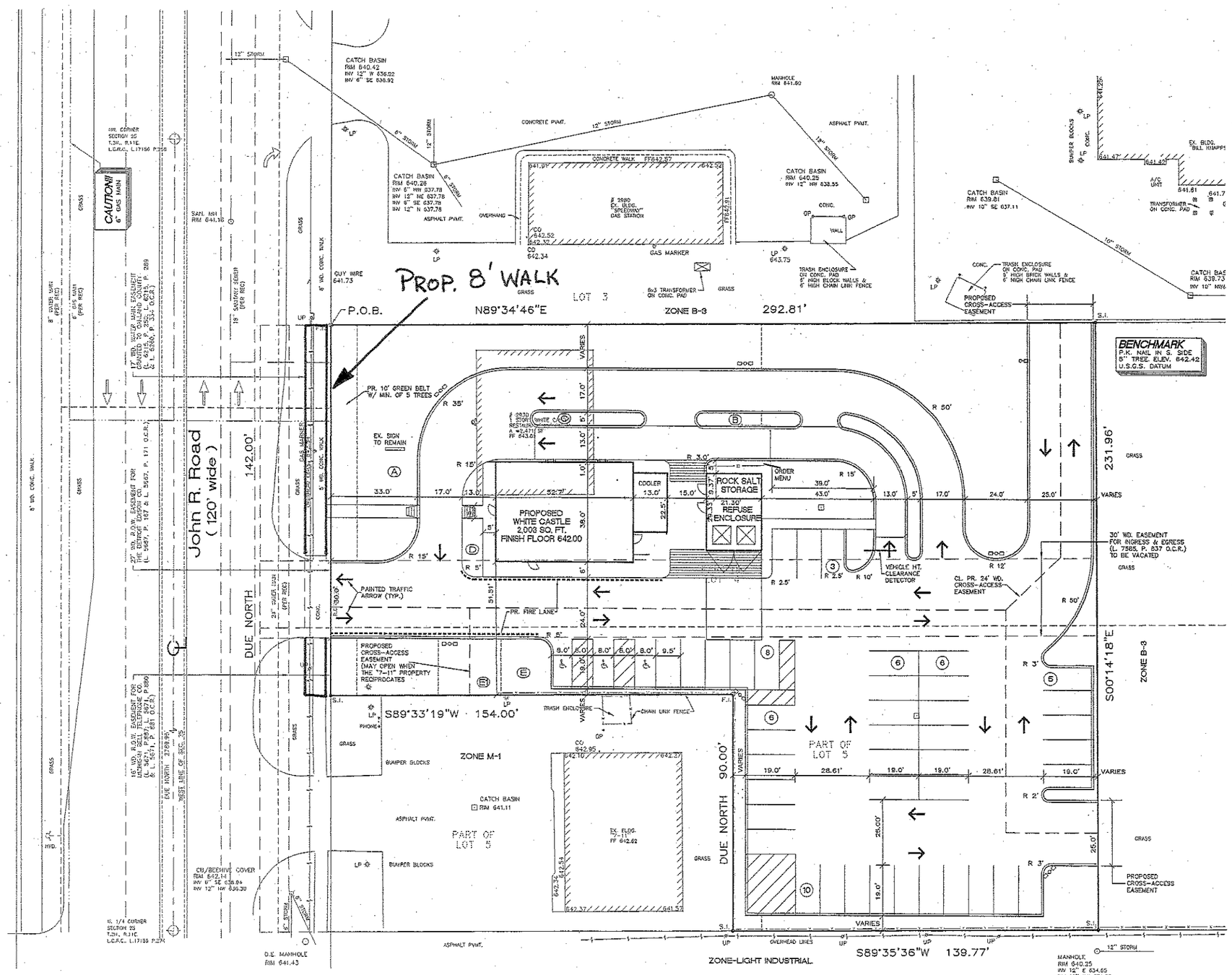
On this 6th day of September, A.D.2002, before me personally appeared WHITE CASTLE SYSTEM, INC., By and through G. Roger Post, V.P. * known by me to be the same person(s) who executed this instrument and who acknowledged this to be his/her/their free act and deed, and the free act and deed of White Castle System, Inc.
*and Nicholas W. Zuk, Assistant Secretary

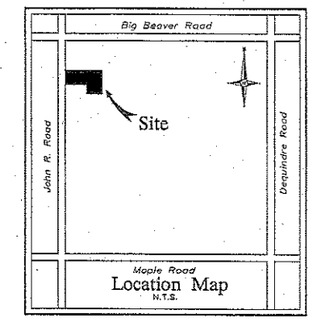
NOTARY PUBLIC, Arlene K. Alexander ~~Michigan~~

NOTARIAL SEAL STATE OF OHIO

ARLENE K. ALEXANDER
Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date
Ohio Revised Code 147.03

My commission expires: _____

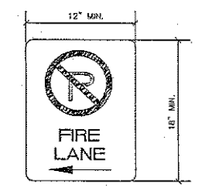




SHEET INDEX

SD 1	STRINGER DIMENSION PLAN
SD 2	DEMOLITION PLAN
SD 3	PAVING AND GRADING PLAN
SD 4	UTILITY PLAN
SD 5	STORM SEWER PROFILES
SD 6	SOIL EROSION & DRAINAGE AREA PLAN
SD 7	LANDSCAPE PLAN
SD 8	BOUNDARY/TOPOGRAPHIC SURVEY
SD 9	WHITE CASTLE SITE DETAILS
SD 10	WHITE CASTLE SITE DETAILS
	CITY DETAILS

NOTE:
THE PROPOSED RESTAURANT WILL BE INTERNALLY SPRINKLED FOR FIRE SUPRESSION. THE EXISTING FOUR (4) INCH MAIN WILL BE RE-USED FOR THIS PURPOSE.



THE SYMBOL 'P' IS BLACK, CIRCUMSCRIBED IN A RED CIRCLE WITH A RED SLASH ON A WHITE BACKGROUND AND BLACK BORDER.

THE SUPPLEMENTAL EDUCATIONAL PLAQUE NO PARKING, WITH A RED LEGEND AND BORDER ON A WHITE BACKGROUND, MAY BE USED ABOVE THE SYMBOL.

CARE SHOULD BE EXERCISED TO SEE THAT THE SINGLE ARROWS POINT IN THE PROPER DIRECTION TO INDICATE THE REGULATED ZONE.

FIRE LANE SIGN DETAIL

SITE DATA

ZONED : B-3 (GENERAL BUSINESS)
GROSS BUILDING AREA 2003 SF.
PARKING REQUIRED
1 SPACE PER EACH 2 SEATS PLUS
1 EMPLOYEE SPACE PER EVERY 10 SEATS
46 SEATS / 2 = 23 + 5 = 28 SPACES
PARKING PROVIDED
44 SPACES (INCLUDES 3 HANDICAP SPACES)
STACKING SPACES = 9
PROPOSED BUILDING HEIGHT – ONE STORY
SITE AREA : 54,170 SF. OR 1.24 Ac.
SETBACKS :
FRONT = 40'
SIDES = 10' EACH
REAR = 30'

THE ABOVE REQUIRED SETBACKS ARE BASED ON THE CITY OF TROY ZONING ORDINANCE.

LANDSCAPE REQ'D : 10% (5,417 SF.)
LANDSCAPE PROVIDED:

(A)	4,495 S.F.
(B)	122 S.F.
(C)	210 S.F.
(D)	308 S.F.
(E)	2,220 S.F.
(E1)	516 S.F.
TOTAL	7,355 S.F. PROVIDED
	(6,839 S.F. WITHOUT (E1))

Green Space Areas A and E, were calculated 10' beyond the front property line as required by City of Troy Zoning ordinance.

LEGAL DESCRIPTION

Land in the City of Troy, County of Oakland, State of Michigan described as:

Lot 5, except the South 90 feet of the West 181 feet and except the East 150 feet; also Lot 4, except the East 150 feet, part of the W. 1/2 of the N.W. 1/4 of Sec. 25, T. 2N., R. 11E., Supervisor's Plat No. 20, according to the plat thereof as recorded in Liber 6, Page 50 of Plats, Oakland County Records, being more particularly described as:

Beginning at the Northwest corner of Lot 4; thence N. 89° 34' 46" E., 292.81 feet; thence S. 00° 14' 18" E., 231.96 feet; thence S. 89° 35' 36" W., 139.77 feet; thence due North, 90.00 feet; thence S. 89° 33' 19" W., 154.00 feet; thence due North, 142.00 feet to the Point of Beginning.

Containing 54,170 sq. ft. or 1.24 ac.

NOWAK & FRAUS

Consulting Engineers
Land Surveyors
Land Planners

1310 N. Stephenson Highway
Royal Oak, MI 48067-1508
Tel. (248) 399-0886
Fax. (248) 399-0805

SEAL

STATE OF MICHIGAN
JOHN R. HOUSER
ENGINEER
NO. 46876
LICENSED PROFESSIONAL ENGINEER

PROJECT
#2930 White Castle Restaurant

CLIENT
White Castle Systems,
555 West Goodale St.
Columbus, Ohio
43215
Contact:
Mr. Glen Davidson
(614) 228-5781

PROJECT LOCATION
Part of the W. 1/2 of the NW. 1/4 of Section 25
T. 2 North, R. 11 East
City of Troy,
Oakland County, Michigan

SHEET
Stringer Dimension Plan

72 HOURS (3 WORKING DAYS) BEFORE YOU DIG CALL MISS DIG 1-800-482-7171 (TOLL FREE)

DATE/ REVISION

RECEIVED
MAR 28 2002
BUILDING DEPARTMENT

DRAWN BY: J. Lawrey
DESIGNED BY: J. Houser
APPROVED BY: J. Houser
DATE: 02-21-02
SCALE: 1" = 20'

N/F JOB NO. 8-B644
SHEET NO. SD 1

September 30, 2002

TO: The Honorable Mayor and City Council

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

SUBJECT: Private Agreement for Belle Tire
Project No. 01.927.3

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

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

Approval is recommended.

G:\Projects\Projects - 2001\01.927.3 Belle Tire - 4966 Rochester\Private Agreement Cover Letter.doc

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

Prepared by: Gary Streight, P.E.
Civil Engineer

Enclosed Private Agreement, Detailed Summary, Sketch

DETAILED SUMMARY OF REQUIRED ESCROW DEPOSITS AND CASH FEES
PRIVATE AGREEMENT FOR BELLE TIRE
PROJECT NO. 01.927.3

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

Escrow Deposits:

Water Main	$ 7,716.00	
Paving	7,875.00	
Storm Sewer	2,208.00	
Total Escrow Deposits: (letter of credit)		**$ 17,799.00**

Cash Fees:

Review & Inspection	$1,085.74	
Water Main Testing	650.00	
Total Cash Fees: (check)		**$ 1,735.74**

CONTRACT FOR INSTALLATION OF MUNICIPAL IMPROVEMENTS
(PRIVATE AGREEMENT)

PROJECT NO. 01.927.3

PROJECT LOCATION: 4966 ROCHESTER ROAD

RESOLUTION NO.

DATE OF COUNCIL APPROVAL:

KNOW ALL MEN BY THESE PRESENT; That the City of Troy, a Michigan Municipal Corporation of the County of Oakland, State of Michigan, hereinafter referred to as "City" and Barnes Family Group whose address is 3500 Enterprise, Allen Park, MI 48101 and whose telephone number is (313)271-9400 hereinafter referred to as "Owners".

WITNESSETH, FIRST: That the City agrees to allow the installation of water main, storm sewer and paving in accordance with plans prepared by Nowak & Fraus whose address is 46777 Woodward Ave., Pontiac, MI 48342 and whose telephone number is (248)-332-7931, and approved prior to construction by the City Specifications of the City shall be complied with for this construction.

SECOND: That the Owners agree to contribute the approximate contract price of $17,799.00. This amount will be transmitted to the City Clerk for installation of said improvements in the form of (check one):

Cash	☐
Certificate of Deposit	☐
Irrevocable Bank Letter of Credit	☐
Check	☒

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

*	Plan Review and Construction Inspection Fee	$1,085.74
	Water Main Testing Fee	$ 650.00
	TOTAL:	$ 1,735.74

* 6.1% (.061) of approximate contract price

CONTRACT FOR INSTALLATION OF MUNICIPAL IMPROVEMENTS (PRIVATE AGREEMENT)

PROJECT NO. 01.927.3 | PROJECT LOCATION: 4966 ROCHESTER ROAD

COUNCIL RESOLUTION NO. | DATE OF COUNCIL APPROVAL:

THIRD: The owners may contract for construction of said improvement or may have the City advertise for bids. In the event the Owners select their own contractor, such contractor shall be subject to prior written approval by the City and completed contract documents shall be submitted to the City.
Owners agree to arrange for a pre-construction meeting with the City Engineer and the contractor prior to start of work. All municipal improvements must be completely staked in the field under the direct supervision of a registered civil engineer or registered land surveyor, according to the approved plans.

FOURTH: Owners hereby acknowledge the benefit to their property conferred by the construction of the aforementioned and agree and consent to pay the total sum of $19,534.74 for the construction of said public utilities in lieu of the establishments of any special district by the City. Further, owners acknowledge that the benefit to their property conferred by the improvement is equal to, or in excess of, the aforementioned amount.

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

SIXTH: Owners agree to indemnify and save harmless City, their agents and employees, from and against all loss or expense (including costs and attorneys' fees) by reason of liability imposed by law upon the City, its agents and employees for damages because of bodily injury, including death, at any time resulting therefrom sustained by any person or persons or on account of damage to property, including work, provided such injury to persons or damage to property is due or claimed to be due to negligence of the Owner, his contractor, or subcontractors, employees or agents, Owner further agrees to obtain and convey to the City all necessary easements for such public utilities as required by the City Engineer.

CONTRACT FOR INSTALLATION OF MUNICIPAL IMPROVEMENTS
(PRIVATE AGREEMENT)

PROJECT NO. 01.927.3

PROJECT LOCATION: 4966 ROCHESTER ROAD

COUNCIL RESOLUTION NO.

DATE OF COUNCIL APPROVAL:

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate on this _____ day of _____, 200_____.

OWNERS
By:

DANIEL T. LIGHT
Please Print or Type

Please Print or Type

CITY OF TROY
By:

Matt Pryor, Mayor

Tonni Bartholomew, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 27th day of September, A.D. 2002, before me personally appeared DANIEL T. LIGHT known by me to be the same person(s) who executed this instrument and who acknowledged this to be his/her/their free act and deed.

NOTARY PUBLIC, Cynthia R. Harris Michigan

My commission expires: April 8, 2004

CYNTHIA R. HARRIS
Notary Public, Macomb County, MI
My Commission Expires Apr 8, 2004

STORM SEWER NOTES

ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY. THE MUNICIPALITY STANDARD NOTES, DETAILS AND SPECIFICATIONS SHALL BE INCORPORATED AS PART OF THEIR PLANS.

ALL STORM SEWER TRENCHES UNDER OR WITHIN THREE (3) FEET OF EXISTING OR PROPOSED PAVEMENT SHOULD BE BACKFILLED WITH MDOT CLASS II MATERIAL (SAND) AND BE MACHINE COMPACTED TO A MINIMUM OF 95% OF THE MATERIAL'S MAXIMUM DENSITY. PAVEMENT SHALL INCLUDE PARKING LOTS, DRIVE APPROACHES, CURB & GUTTER AND ADJACENT WALLS.

ALL STORM SEWER PIPE SHALL BE INSTALLED ON CLASS 'B' BEDDING OR BETTER UNLESS OTHERWISE INDICATED ON THE PLANS.

STORM SEWER SHALL BE OF THE TYPE, SIZE & CLASS DESIGNATION INDICATED ON THE PLANS AND SHALL BE INSTALLED AT THE PROPOSED LINE AND GRADE INDICATED.

ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE PIPE CONFORMING TO ASTM SPECIFICATION C-76, CL IV.

ALL MANHOLE, CATCH BASIN, INLET, REAR YARD DRAIN FRAMES AND COVERS SHALL BE AS INDICATED ON THE PLANS IN ACCORDANCE WITH MUNICIPALITY STANDARDS.

THE CONTRACTOR SHALL NOTIFY MISS DIG (1-800-482-7171) A MINIMUM OF THREE (3) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.

EXACT GRADES AND INVERTS OF PROPOSED STORM SEWER ARE TO BE CHECKED WITH THE FIELD ENGINEER PRIOR AND DURING INSTALLATION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE DESIGN ENGINEER OF ANY PLAN INCONSISTENCY AND/OR UTILITY CONFLICTS.

ALL STORM SEWER PIPE JOINTS SHALL BE "PREMIUM JOINT" MODIFIED GROOVED TONGUE, (M.G.T.) WITH SYNTHETIC RUBBER GASKETS CONFORMING TO ASTM SPECIFICATION C-443 & C-361 UNLESS OTHERWISE INDICATED ON THE PLANS. ALTERNATE JOINT CONNECTION MAYBE STANDARD GROOVED TONGUE WITH COLD MASTIC (DEWITT #10 JOINT COMPOUND OR EQUAL).

FACTORY MANUFACTURED PRECAST TEE SECTIONS SHALL BE USED FOR ROOF DRAINS AND/OR SUMP PUMP LEADS AND LATERALS WHERE INDICATED ON THE PLANS. BLIND TOP CONNECTIONS INTO STORM SEWER WILL NOT BE PERMITTED BY BREAKING PIPE WALL.

THE UNDERGROUND SITE CONTRACTOR SHALL INSTALL ALL STORM SEWER BUILDING LEADS TO WITHIN FIVE (5) FEET OF PROPOSED BUILDING.

GROUTED RIP RAP SHALL BE INSTALLED AT THE ENDS OF ALL CULVERTS AND END SECTIONS. GROUTED RIP RAP SHALL LIKEWISE BE INSTALLED AT OUTLET POINTS IN RETENTION AND SEDIMENTATION FACILITY. THE MINIMUM WIDTH OF THE RIP RAP SHALL BE TWICE THE OUTSIDE DIAMETER OF THE PIPE. THE RIP RAP SHALL EXTEND FROM THE BOTTOM OF THE SLOPE TO THE PIPE INVERT.

THE CONTRACTOR SHALL PAY FOR AND SECURE ALL NECESSARY PERMITS AND LIKEWISE ARRANGE FOR ALL SITE INSPECTION.

WATER MAIN NOTES

ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY. THE MUNICIPALITY STANDARD NOTES, DETAILS AND SPECIFICATIONS SHALL BE INCORPORATED AS PART OF THESE PLANS.

WATER MAIN SHALL BE OF THE TYPE, SIZE & CLASS DESIGNATION INDICATED ON THE PLANS.

THE CONTRACTOR SHALL NOTIFY MISS DIG (1-800-482-7171) A MINIMUM OF THREE (3) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.

THE UNDERGROUND SITE CONTRACTOR SHALL INSTALL ALL WATER MAIN BUILDING SERVICE TO WITHIN FIVE (5) FEET OF PROPOSED BUILDING.

THE CONTRACTOR SHALL PAY FOR AND SECURE ALL NECESSARY PERMITS AND LIKEWISE ARRANGE FOR ALL SITE INSPECTIONS.

PROPOSED WATER MAIN SHALL BE CONFORMING TO A.N.S.I./A.W.W.A. SPECIFICATION C151/A21.51, CLASS 54. DUCTILE IRON FITTINGS SHALL CONFORM TO A.N.S.I./A.W.W.A. SPECIFICATION C110/A21.10 FOR STANDARD FITTINGS OR TO A.N.S.I./A.W.W.A. SPECIFICATION C153/A21.53 FOR COMPACT FITTINGS. DUCTILE IRON PIPE AND FITTINGS SHALL HAVE A DOUBLE THICKNESS CEMENT MORTAR LINING CONFORMING TO A.N.S.I. SPECIFICATION A21.4.

JOINTS FOR DUCTILE IRON WATER MAIN SHALL BE U.S. PIPE AND FOUNDRY COMPANY "TYTON JOINT" OR APPROVED EQUAL.

ALL WATER MAIN SHALL BE INSTALLED WITH A MINIMUM COVER OF SIX (6) FEET BELOW FINISH GRADE. WHEN WATER MAINS MUST DIP TO PASS UNDER A STORM SEWER OR SANITARY SEWER, THE SECTIONS WHICH ARE DEEPER THAN NORMAL SHALL BE KEPT TO A MINIMUM LENGTH BY THE USE OF VERTICAL ELEVEN AND ONE-QUARTER (11 1/4) DEGREE BENDS. PROPERLY ANCHORED.

ALL TRENCHES UNDER OR WITHIN THREE (3) FEET OF THE FORTY-FIVE (45) DEGREE LINE OF INFLUENCE OF EXISTING OR PROPOSED PAVEMENT, SIDEWALK OR DRIVE APPROACH SHALL BE BACKFILLED WITH SAND COMPACTED TO NINETY-FIVE (95) PERCENT OF MAXIMUM UNIT WEIGHT.

HYDRANTS SHALL BE E.J.I.W. 6 BR TRAFFIC TYPE PER MUNICIPALITY STANDARDS. HYDRANT BURY SHALL BE SIX (6) FEET.

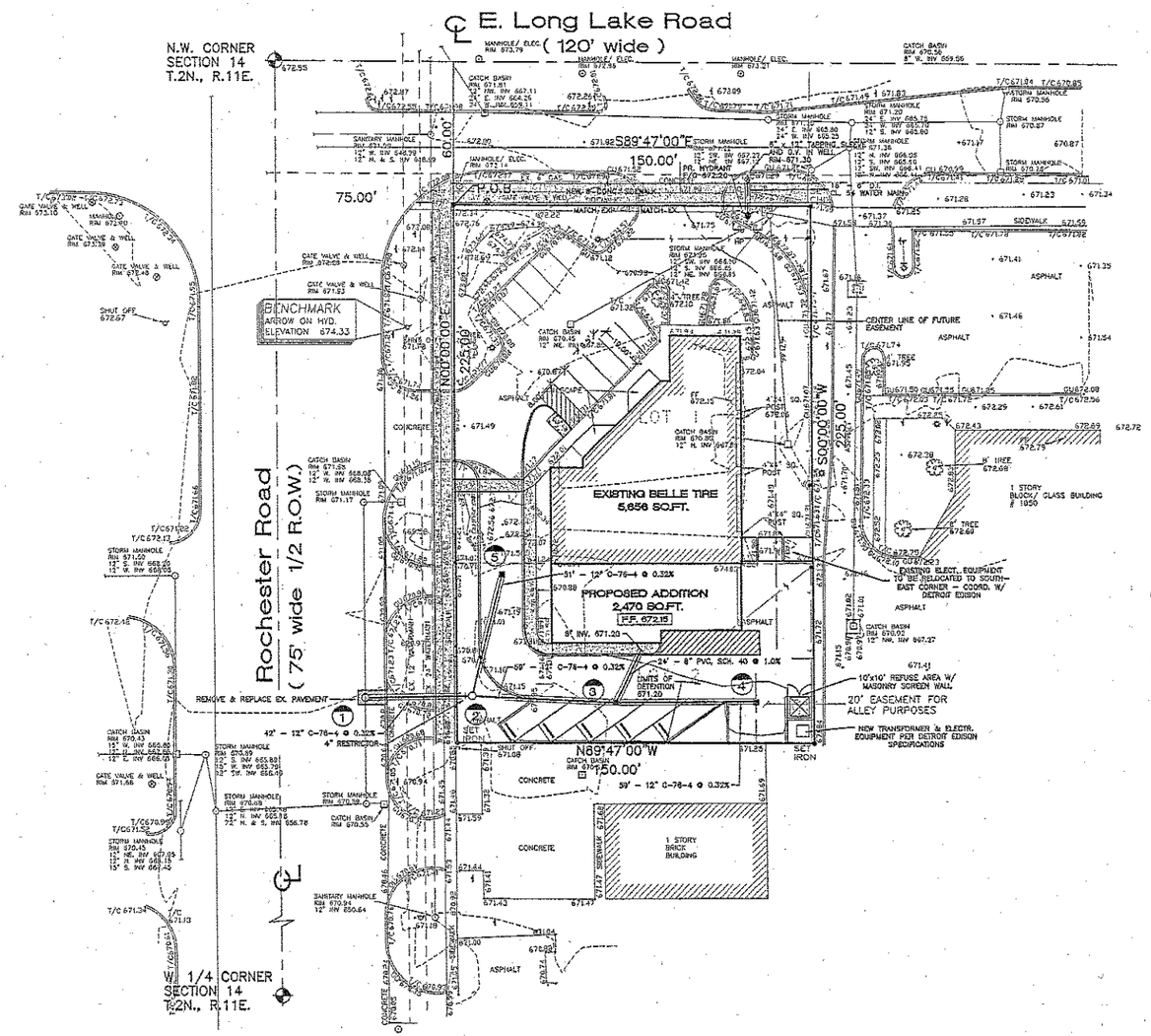
THE CONTRACTOR WILL FILL, FLUSH, DISINFECT AND PRESSURE TEST ALL NEW WATER MAIN CONSTRUCTION, IN THE PRESENCE OF THE MUNICIPALITY'S WATER DEPARTMENT.

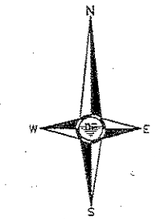
BACTERIOLOGICAL TESTING SHALL BE PERFORMED BY THE MUNICIPALITY'S WATER DEPARTMENT.

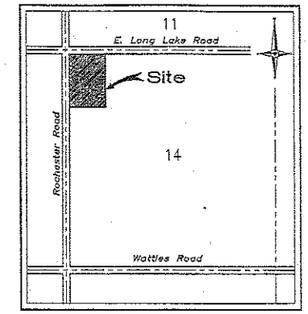
BEFORE ANY WATER MAIN WILL BE ACCEPTED BY THE MUNICIPALITY, IT MUST PASS A PRESSURE TEST COMPLYING WITH THE CURRENT SPECIFICATIONS AND PROCEDURES OF THE MUNICIPALITY AND THE DETROIT WATER DEPARTMENT.

ALL DUCTILE IRON PIPE SHALL BE ENCASED IN POLYETHYLENE FILM CONFORMING TO A.N.S.I./A.W.W.A. SPECIFICATION A21.5/C-105. WHERE REQUIRED BY THE MUNICIPALITY.

GATE WELL COVERS SHALL BE E.J.I.W. NO. 1040 OR APPROVED EQUAL. WHERE GATE WELLS ARE LOCATED WITHIN PAVEMENT GREATER THAN SEVEN (7) INCHES THICK, THE GATE WELL COVER SHALL BE E.J.I.W. NO. 1050 OR APPROVED EQUAL.







Location Map
N.T.S.

Storm Structure Schedule

1	4' DIA. MANHOLE OVER EX. STORM		3	4' DIA. CATCH BASIN W/ 2' SUMP	
	PR. RIM	670.30± (MATCH)		PR. RIM	670.30
	EX. 12" N. & S. INV	667.30± (V.I.F.)		PR. 12" W. INV	667.82
	PR. 12" E. INV	667.30		PR. 12" E. INV	667.82
2	4' DIA. MANHOLE			PR. 8" N. INV	667.82
	PR. RIM	671.30	4	2' DIA. INLET	
	PR. 12" N. INV	667.43		PR. RIM	671.00
	PR. 12" E. INV	667.43		PR. 12" W. INV	667.81
	PR. 12" W. INV	667.43	5	2' DIA. INLET	
				PR. RIM	670.30
				PR. 12" S. INV	667.59

ESTIMATED QUANTITIES

STORM SEWER

DESCRIPTION	QUANTITY	UNITS
12" C-76, CLASS IV, SEWER PIPE	211	L.F.
4' DIA. CATCH BASIN W/ 2' SUMP	1	EA.
2' DIA. INLET	2	EA.
4' DIA. MANHOLE	2	EA.

WATERMAIN

DESCRIPTION	QUANTITY	UNITS
FIRE HYDRANT	1	EACH
TAPPING SLEEVE & G.V. IN WELL	1	EACH
6" D.I. CL-54 WATER MAIN	16	L.F.

LEGEND

- MANHOLE — EXISTING SANITARY SEWER
- SAN. CLEAN OUT
- HYDRANT, GATE VALVE — EXISTING WATERMAIN
- MANHOLE, CATCH BASIN — EXISTING STORM SEWER
- EX. R. Y. CATCH BASIN
- EXISTING BURIED CABLES
- UTILITY POLE, GUY POLE, GUY WIRE — OVERHEAD LINES
- LIGHT POLE
- SIGN
- EXISTING GAS MAIN
- C.O., MANHOLE — PR. SANITARY SEWER
- HYDRANT, GATE VALVE — PR. WATERMAIN
- INLET, C.B., MANHOLE — PR. STORM SEWER
- PR. R. Y. CATCH BASIN
- SAND BACKFILL (95 % DENSITY)
- PROPOSED LIGHT POLE

NOWAK & FRAUS

Consulting Engineers
Land Surveyors
Land Planners

46777 Woodward Avenue
Pontiac, Michigan 48342

Tel. (248) 332-7931
Fax. (248) 332-8257

SEAL

STATE OF MICHIGAN — PATRICK J. WILLIAMS — ENGINEER NO. 34351 — PROFESSIONAL ENGINEER

PROJECT
Belle Tire Addition

CLIENT
Christopher Enright Arch.
Chris Enright
155 South Bates, Suite 220
Birmingham, MI 48009

Phone: 248-258-6485
Fax: 248-258-0104

PROJECT LOCATION
Part of the NW 1/4 of Section 14
T. 2 North, R. 11 East
City of Troy,
Oakland County, Michigan

SHEET
Utility Plan

72 HOURS (3 WORKING DAYS) BEFORE YOU DIG CALL MISS DIG 1-800-482-7171 (TOLL FREE)

DATE/REVISION

09-21-01	REVISED PER CITY
12-12-01	REVISED PER CITY
02-22-02	REVISED PER CITY

DRAWN BY: ONO
DESIGNED BY: PJW
APPROVED BY: PJW
DATE: 08-31-01
SCALE: 1"=30"

N/F JOB NO. 5-B937
SHEET NO. 4 of 5

September 27, 2002

TO: The Honorable Mayor and City Council

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

Subject: Sole Source - GIS Software - ArcSDE

RECOMMENDATION

The Information Technology Department recommends the City purchase an additional piece of GIS software, ArcSDE, from (ESRI) Environmental Systems Research Institute. The estimated cost including training is $12,250 plus $3,000 per year maintenance for the second and subsequent years. Additional travel and room and board for the training will cost approximately $1,200.

BACKGROUND

ArcSDE plays a fundamental role in both multi-user and distributed GIS systems. One of the key features of ArcSDE is to allow the management of spatial (map) data, in an industry standard database management system. The standard adopted by the City is Microsoft SQL. Implementing this software will improve the speed that data can be accessed and managed over traditional methods. The amount of GIS data the City is collecting and managing is rapidly growing. As a result modifying the data becomes slower and more cumbersome. ArcSDE resolves this issue by improving the speed with which data is accessed and it also allows for multiple people to edit the same data. Currently only one person at a time can edit a specific set of data.

ArcSDE makes it possible to share spatial data more widely within the organization or outside of the organization on the World Wide Web. It provides a variety of open application programming interfaces (APIs) and supports the leading spatial standards.

In addition to the advantages already outlined, ArcSDE also provides a means to manage interfaces between GIS data and any other set of data the City maintains. This will improve the amount of data that can be accessed via the GIS system in real time, thereby reducing data redundancy.

Additional features of ArcSDE are listed in Appendix A

Cost of Software:	$10,000
Cost of Training:	$2,250 (5 days)
Travel and room and board:	$1,200

ESRI is the sole provider of this proprietary software. ESRI has provided software and service for the GIS system software since 1999.

BUDGET

Funds are budgeted in the Information Technology Department capital account number 401258.7980.030.

Appendix A

Features

With ArcSDE, you can benefit from many features including

- **Flexibility and Performance**
  ArcSDE significantly improves the performance of a complete GIS system by distributing the GIS application between the database server, the client, and the ArcSDE application server. Performance is enhanced through storage methods that provide a fast and compact representation for spatial data.

- **Database Portability**
  You can move data from one DBMS to another without loss of information through ArcSDE data export and import capabilities.

- **Schema Portability**
  ArcSDE defines a single logical model for spatial data implemented on top of the particular physical database. ESRI GIS applications and applications developed with ArcSDE's Java and C API will run with little or no change regardless of the underlying DBMS.

- **Data Integrity**
  ArcSDE manages the integrity of point, line and polygon information added to the database and will not allow ill-formed feature geometry to be inserted (for example a polygon's boundaries must be closed). In addition, ArcInfo and the ArcSDE gateway can be used to implement additional integrity constraints that are not practical to implement in the DBMS itself (for example you can add editing rules to prevent overlapping polygons or connectivity rules for utility networks).

- **Application Programming Interface**
  ArcSDE provides GIS functions for advanced application development through open, high-level C and Java APIs for querying and processing spatial information.

- **Reduced Database and Application Development Costs**
  ArcInfo's ArcObjects, ArcSDE's Java and C APIs, and MapObjects allow developers to choose the appropriate tools to quickly create focused applications and custom data loaders.

September 24, 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 - 2003 Community Development Block Grant (CDBG) Application

The Public Works Department is scheduling a Public Hearing for October 21, 2002 for the adoption of the Community Development Block Grant (CDBG) 2003 application.

The county has advised us to use $213,290 as our planning estimate for this program year.

The following projects are being recommended for the 2003 CDBG application:

Administration	$5,000
Home chore program	60,000
Storm drain construction on Dashwood and Lovington Streets	148,290
Total	$213,290

In 2001 and 2002, approximately $258,580 had been put into the storm drain construction on Dashwood and Lovington Street accounts. According to an Engineering Department estimate, the project on Dashwood will cost an estimated $644,395.00 to complete, and the Lovington project will cost an estimated $678,095.00 to complete.

We currently have 73 low-income seniors and disabled residents on the home chore program. There is currently no waiting list.

TO: The Honorable Mayor and City Council

FROM John Szerlag, City Manager
Lori Grigg Bluhm, City Attorney
John M. Lamerato, Assistant City Manager-Finance and Administration

RE: Amendment to Chapter 10 Employees Retirement System –
Prior Governmental Retirement Service

DATE: September 16, 2002

Administration was approached by several current employees who have prior governmental experience as to the means of receiving eligibility service credit for those years they worked for another governmental agency. There are presently 294 governmental units in the State of Michigan that grant retirement service credits for eligibility purposes for prior governmental service. Those covered governmental units have adopted the Reciprocal Retirement Act (Act 88 of 1961). The City of Troy was covered under this act from 1965 through October 16, 1978, at which time the City decided to withdraw from the Act because any changes that were made at the State level would cause Troy to abide by those changes whether it benefited Troy or not.

For the last several months the Retirement Board has been reviewing the Act as well as developing their own language that could be added to Chapter 10 Employees Retirement System to provide prior governmental service credit for eligibility purposes only. The Retirement Board and City Management decided it would be better to amend our Retirement Ordinance with our own language than be governed by the State Act. The attached ordinance to amend Chapter 10 of the Code of The City of Troy was approved by the Retirement Board at their September 11, 2002 meeting and is being recommended that City Council adopt the amendment to Chapter 10.

Throughout the memo "**for eligibility purposes only"** is mentioned several times and probably needs some further explanation. The intent of granting retirement service credit for prior service with a governmental unit is to permit an employee who has otherwise met the age requirement for retirement to pick up additional years of service to meet the service eligibility requirements for retirement. However, the prior governmental service credit **will not** figure into the calculation of the retirement benefit.

An example of how it would work is as follows:

John Doe is 55 years old, is currently employed by the City of Troy and has 20 years of service. Prior to coming to work for the City of Troy John Doe worked for another municipality for 5 years. If the City were to adopt the prior governmental retirement

service amendment, John Doe would be eligible for retirement for being age 55 with 25 years of service. His retirement calculation would however use 20 years of service times his final average compensation multiplied by the factor to determine his retirement benefit. The cost due to John Doe receiving his pension at an earlier date is offset by his pension being based on a lower final average compensation and fewer years of service.

Our actuaries have reviewed the cost to the system, and have concurred that, the cost has not been significant for most governmental units that have adopted the Act due to the restrictions of the Act. It is our opinion that the cost would be minimal because of the increased service time required with the City of Troy (5 years) and due to the fact that all new hires are covered under the Defined Contribution Plan.

It is therefore the recommendation of the Retirement Board and City Administration that the amendment to Chapter 10 to permit prior governmental retirement service be approved.

The City would also be able to use this benefit as a recruitment tool in the future.

CITY OF TROY
AN ORDINANCE TO AMEND
CHAPTER 10 OF THE CODE
OF THE CITY OF TROY

The City of Troy ordains:

Section 1. Short Title

This Ordinance shall be known and may be cited as an amendment to Chapter 10, Employees Retirement System, of the Code of the City of Troy.

Section 2. Amendment

Chapter 10, Employees Retirement System shall be amended by adding the following section:

4.6 Prior Governmental Retirement Service. A member of the Employees Retirement System may be eligible for prior governmental retirement service credit if all of the following requirements are satisfied:

A. The member must be still actively employed by the City of Troy.

B. The member must have a minimum of 60 months of credited service acquired as a member of the Troy Employees Retirement System.

C. The member must have attained the age requirements for the Troy Employees Retirement System.

D. The member must have previously acquired credited service as a member of another official governmental retirement system.

If all of the above requirements are satisfied, then a member who has not yet met the service requirements for the Troy Employees Retirement System shall be entitled to use his or her credited service from another official governmental retirement system for eligibility purposes only.

Section 3. Savings

All proceedings pending, and all rights and liabilities existing, acquired or incurred, at the time this Ordinance takes effect, are hereby saved. Such proceedings may be consummated under and according to the ordinance in force at the time such proceedings were commenced. This ordinance shall not be construed to alter,

affect, or abate any pending prosecution, or prevent prosecution hereafter instituted under any ordinance specifically or impliedly repealed or amended by this ordinance adopting this penal regulation, for offenses committed prior to the effective date of this ordinance; and new prosecutions may be instituted and all prosecutions pending at the effective date of this ordinance may be continued, for offenses committed prior to the effective date of this ordinance, under and in accordance with the provisions of any ordinance in force at the time of the commission of such offense.

Section 4. Severability Clause

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

Section 5. Effective Date

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

This Ordinance is enacted by the Council of the City of Troy, Oakland County, Michigan, at a regular meeting of the City Council held at City Hall, 500 W. Big Beaver, Troy, MI, on the _____ day of _____, 2002.

_____
Matt Pryor, Mayor

_____
Tonni Bartholomew. City Clerk

Prior Governmental Retirement Service

Resolution # 02-37
Moved by Pallotta
Seconded by Calice

RESOLVED, that the Board recommends that City Council approve an amendment to Chapter 10 to provide for retirement credit for prior governmental retirement service if all of the following requirements are satisfied.

A. The member must be still actively employed by the City of Troy.
B. The member must have a minimum of 60 months of credited service acquired as a member of the Troy Employees Retirement System.
C. The member must have attained the age requirements for the Troy Employees Retirement System.
D. The Member must have previously acquired credited service as a member of another official governmental retirement system.

If all of the above requirements are satisfied, then a member who has not yet met the service requirements for the Troy Employees Retirement System shall be entitled to use his or her credited service from another official governmental retirement system for eligibility purposes only.

Yeas: All 7

Part-time Service Credit

Resolution # 02-38
Moved by Crawford
Seconded by Campbell

RESOLVED, that the following employees be granted service credit for their respective part-time service.

Jacquelyn Bault	1.75 years
Lynn Lee	7.25 years
Ilka Olivich	1.50 years
Marcia Rutledge	2.00 years

Yeas: All 7

COMPILED FROM SECRETARY OF STATE LIST OF ALL RECIPROCAL UNITS UNDER ACT 88 OF 1961

(MERS and Non-MERS Units as of February 23, 2002)

Number of MERS Units	237
Number of Non-MERS Units	57
Total Number of Act 88 Units	294*

*Unit name changes, readoptions and mergers counted once

Blue and Italics Designate Non-MERS Units

RECIPROCAL UNIT	RESOLUTION ADOPTION DATE	DATE FILED WITH SECRETARY OF STATE
Adrian, City of	12/07/70	12/10/70
Albion, City of	03/17/69	03/19/69
Alcona County	07/16/81	07/27/81
Alger County Road Commission	11/25/70	11/27/70
Alger-Marquette Community Mental		
Health Center (merged with Pathways)	08/23/95	09/27/95
Alger-Schoolcraft District Health Department		
(merged with Luce-Mackinaw Dist. Health)	12/09/70	12/16/70
Allegan County	06/11/98	03/07/02
Allegan County Road Commission	02/10/71	02/15/71
Alma, City of	02/14/67	02/24/67
Alpena, City of	*12/02/68*	*12/10/68*
Alpena County	12/19/68	12/24/68
Alpena County Road Commission	11/17/70	11/20/70
Ann Arbor, City of	*06/30/69*	*07/14/69*
Antrim County	11/12/70	11/25/70
Arenac County	01/12/71	01/15/71
Auburn, City of	02/05/01	02/16/01
AuGres, City of	12/03/70	12/08/70
Bangor, City of	02/12/90	02/20/90
Baraga County	12/14/70	01/08/71
Baraga County Road Commission	11/12/70	11/23/70
Barry County MCF (Thornapple Manor)	11/17/70	12/16/70
Barry-Eaton District Health Department	12/10/70	12/17/70
Battle Creek, City of	07/03/73	07/10/73
Bay City, City of (2 Systems; City & Police/Fire)	10/27/61	10/30/61
Bay City Housing Commission		10/31/61
Bay County	*07/14/64*	*11/22/65*
Beecher Metropolitan District	11/11/70	11/19/70
Belding, City of	05/02/00	05/10/00
Belleville, City of	05/06/96	08/08/96
Benzie County	04/18/00	04/26/00
Berkley, City of	03/18/68	03/27/68
Berrien County	*10/21/65*	*10/25/65*

RECIPROCAL UNIT	RESOLUTION ADOPTION DATE	DATE FILED WITH SECRETARY OF STATE
Bessemer, City of	08/04/69	08/19/69
Big Rapids, City of	03/03/75	03/12/75
Birmingham, City of	*08/23/93*	*08/31/93*
Boyne City, City of	12/08/70	12/10/70
Branch-Hillsdale District Health Dept.	08/16/63	08/23/63
Bridgeport, Charter Township of .	11/17/70	11/27/70
Brighton, City of	01/06/66	01/10/66
Calhoun County	09/03/98	11/23/98
Calhoun-Branch Community		
Mental Health Services Board	12/14/70	01/05/71
Capac, Village of	09/21/92	10/13/92
Capital Area District Library	10/17/01	01/23/02
Capital Region Airport Authority	08/01/74	08/09/74
Caspian, City of	11/10/70	11/19/70
Cedar Springs, City of	04/14/94	05/03/94
Center Line, City of	05/18/67	05/26/67
Central Dispatch of Muskegon County	10/11/00	10/18/00
Central Michigan Community Mental Health (merged		
to Comm. Mental Health for Central Michigan)	05/27/80	06/09/80
Central Michigan District Health Department	12/21/70	12/30/70
Charlevoix, City of	12/07/70	12/14/70
Charlevoix County	10/11/65	10/13/65
Charlevoix County Road Commission	02/10/64	02/17/64
Charlotte, City of	09/09/68	09/11/68
Cheboygan County Road Commission	01/20/71	01/26/71
Chippewa County	03/11/74	03/15/74
Chippewa County Road Commission	11/20/70	12/07/70
Clare County	11/23/70	11/27/70
Clare County Road Commission	12/02/70	12/04/70
Clawson, City of	02/07/67	02/14/67
Clinton County	12/28/70	01/04/71
Clinton County Road Commission	12/03/68	12/12/68
Clinton, Village of	12/02/70	12/08/70
Coldwater, City of	04/16/64	04/17/64
Coldwater Board of Public Utilities	10/31/95	11/14/95
Community Mental Health for Central Michigan (readoption)	10/01/01	10/24/01
Coopersville, City of	10/23/89	11/07/89
Corunna, City of	12/21/70	01/12/71
Croswell, City of	11/23/70	11/27/70
Delta County	10/09/67	10/16/67
Delta-Menominee District Health Department	09/10/91	09/19/91
Detroit Board of Education (teachers)	*10/10/61*	*12/28/61*
Dickinson County	12/08/70	12/10/70
Dickinson-Iron Community Mental Health Board	*08/18/92*	*08/28/92*
Dickinson-Iron District Health Dept.	07/02/86	08/08/86
Dimondale, Village of	08/09/99	08/19/99

RECIPROCAL UNIT	RESOLUTION ADOPTION DATE	DATE FILED WITH SECRETARY OF STATE
District Health Department #1 (merged with Dist. 10)	11/24/70	11/27/70
District Health Department #2 (formerly West Branch Dist. #2)	02/10/70	03/09/70
District Health Dept #3 (Gaylord)	01/27/70	01/30/70
District Health Department #4 (Rogers City Dist. Health Dept. #4)	04/08/70	04/17/70
District Health Department #5 (merged with Dist. 10)	12/09/70	12/15/70
District Health Department #10	02/27/98	03/10/98
Douglas, Village of	12/07/70	12/10/70
Dowagiac, City of	09/08/87	09/17/87
Durand, City of	11/16/70	11/18/70
East China Township	05/03/66	05/12/66
East Detroit, City of	*01/01/87*	*06/05/87*
East Grand Rapids, City of	01/22/64	01/23/64
East Jordan, City of	01/03/67	01/05/67
Eaton County	02/18/70	03/16/70
Ecorse, City of	01/30/96	02/13/96
Emmet County	*05/16/96*	*07/05/96*
Emmet County Road Commission	05/20/66	05/23/66
Escanaba, City of	11/18/65	11/22/65
Escanaba Housing Commission	*02/20/01*	*03/05/01*
Essexville, City of	11/10/70	11/13/70
Farmington Community Library	08/13/92	09/04/92
Flat Rock, City of	07/07/75	10/09/75
Flint, City of	*09/07/61*	*09/13/61*
Forty-Fifth (45th) B District Court (Oak Park)	*05/15/89*	*05/18/89*
Fraser, City of	04/13/67	04/24/67
Fremont, City of	08/02/93	08/12/93
Fremont Area District Library	02/12/02	02/19/02
Genesee County	*11/20/68*	*01/13/69*
Gladwin County	12/14/70	12/28/70
Gogebic County	*01/29/65*	*02/22/65*
Grand Traverse County	03/30/67	04/06/67
Grand Traverse County Road Commission	08/11/69	08/14/69
Grandville, City of	01/11/71	01/14/71
Gratiot County Road Commission	11/13/70	11/20/70
Great Lakes Community Mental Hlth Board	08/06/97	10/19/99
Grosse Pointe, City of	*03/21/77*	*03/25/77*
Grosse Pointes-Clinton Refuse Disposal Authority	04/09/86	04/16/86
Grosse Pointe Woods	*01/19/88*	*01/22/88*
Hamtramck, City of	08/31/71	09/07/71
Harper Woods, City of	*03/07/66*	*03/11/66*
Harrison, City of	12/07/70	12/11/70
Hazel Park, City of	*04/12/65*	*04/14/65*

RECIPROCAL UNIT	RESOLUTION ADOPTION DATE	DATE FILED WITH SECRETARY OF STATE
Holland, City of	06/05/68	06/07/68
Holland Community Hospital	06/07/68	
Holly, Village of	11/24/70	12/02/70
Houghton County	07/11/78	07/18/78
Howard City, Village of	03/12/01	03/23/01
Howell, City of		05/31/96
Hudsonville, City of	05/11/71	06/02/71
Huntington Woods, City of	02/16/65	02/23/65
Huron County	05/13/69	05/21/69
Huron County Road Commission	12/21/64	03/05/65
Ingham County	09/29/65	10/05/65
Ingham County Road Commission	04/03/86	04/11/86
Ionia, City of	05/25/94	06/02/94
Ionia County Road Commission	12/16/92	01/07/93
Iosco County	05/05/93	05/13/93
Iosco County Road Commission	10/01/01	10/04/01
Iron County	11/17/70	11/25/70
Iron County Road Commission	08/11/69	08/13/69
Isabella County	12/17/68	12/23/68
Isabella County Road Comm.	12/20/68	12/27/68
Ishpeming, City of	02/03/65	02/11/65
Ithaca, City of	12/01/70	12/15/70
Jackson, City of	*09/07/71*	*09/10/71*
Jackson County	*10/20/65*	*10/28/65*
Jackson District Library	04/08/99	04/15/99
Kalamazoo, City of	*05/20/68*	*05/28/68*
Kalamazoo County	*10/19/71*	*11/02/71*
Kalkaska County	01/12/99	01/25/99
Kalkaska County Road Commission	11/23/70	12/10/70
Kalkaska, Village of	11/23/70	11/27/70
Keweenaw County Road Commission	11/13/70	11/16/70
Lake County	02/09/95	02/17/95
Lake County Community Mental Hlth Brd (merged with West Michigan CMH)	02/08/95	02/22/95
Lake County Dist. Health Dept. #1 (transferred to District 10)	11/24/70	11/27/70
Lake Orion, Village of	07/13/98	07/21/98
Lansing, City of	*07/05/65*	*01/07/66*
Lansing Housing Commission	10/01/99	
Lansing Police and Fire	*06/27/77*	*07/12/77*
Lapeer, City of	01/22/73	02/05/73
Lapeer County	10/30/70	11/06/70

RECIPROCAL UNIT	RESOLUTION ADOPTION DATE	DATE FILED WITH SECRETARY OF STATE
Leelanau County	10/09/84	10/12/84
Lenawee County	*11/10/65*	*11/15/65*
Lexington, Village of	04/16/01	06/22/01
Livingston County	06/20/77	06/24/77
Livingston County Road Commission	09/30/71	10/15/71
Loutit District Library	12/11/01	12/18/01
Luce County	12/09/70	01/08/71
Luce County Road Commission	08/08/69	08/13/69
Luce-Mackinac District Health Department	12/10/70	12/16/70

MBS International Airport		
(formerly Tri-City Airport Comm.)	01/21/71	02/01/71
Mackinac County Road Commission	10/12/99	10/20/99
Macomb County	*12/04/64*	*12/09/64*
Madison Heights, City of	02/09/70	02/19/70
Manistee County	12/08/70	01/08/71
Manistee-Mason District Health Department (merged		
with District Health Dept. #10)	12/04/70	12/16/70
Manton, City of	1o/13/97	10/29/97
Marquette, City of	02/08/65	02/12/65
Marquette County	08/18/65	08/19/65
Marshall, City of	01/20/64	02/03/64
Marysville, City of	*11/21/61*	*11/24/61*
Mason, City of	03/21/77	03/28/77
Mason County	10/12/65	10/11/65
Mecosta County	03/10/65	03/16/65
Mecosta County Road Commission	12/08/70	12/16/70
Menominee, City of	12/01/69	12/08/69
Menominee County	10/28/83	11/14/83
Meridian, Charter Township of	07/10/01	07/27/01
Michigan Grand River Watershed Council (Dissolved)	02/17/76	03/01/76
Midland, City of	10/30/67	11/01/67
Midland County	*05/09/66*	*05/16/66*
Midland County Central Dispatch Authority	06/10/93	06/22/93
Midland County Road Commission	12/18/70	12/30/70
Midland Gladwin CMH Authority		
(merged to Comm. Mental Hlth for Central Mich.)	09/21/00	10/03/00
Mid-Michigan District Health Department		
(formerly Stanton Mid-Mich. Dist. Hlth Dept.)	11/18/74	11/27/74
Mineral Hills, Village of (merged with City of Iron River)	12/07/70	12/17/70
Monroe County	*02/28/95*	*03/15/95*
Monroe County Library System	*03/13/95*	*03/22/95*
Montmorency County	08/15/79	08/21/79
Mt. Clemens, City of	*05/05/65*	*05/13/65*
Mt. Morris, Charter Township of	10/26/70	10/29/70
Mt. Pleasant, City of	12/16/68	12/20/68
Municipal Employees' Retirement System (MERS)	09/24/96	10/07/96
Munising, City of	12/02/70	12/15/70
Muskegon, City of (2 systems; City and Police & Fire)	11/10/64	11/16/64

RECIPROCAL UNIT	RESOLUTION ADOPTION DATE	DATE FILED WITH SECRETARY OF STATE
Muskegon County	03/17/65	04/01/65
Muskegon County Road Commission	11/11/70	11/13/70
Muskegon Heights, City of	06/24/63	06/26/63
Muskegon Township	06/19/72	06/23/72
Negaunee, City of	12/13/62	12/17/62
Newaygo County	07/01/65	07/21/65
North Muskegon, City of	11/23/70	11/27/70
Northville, City of	08/06/73	08/10/73
Northwest Michigan Community Health		
Agency (formerly District Health Dept. #3)		01/30/70
Norton Shores, City of	11/04/69	11/24/69
Norway, City of	03/18/68	07/30/69
Novi, City of	05/21/01	06/05/01
Oakland County	*06/22/64*	*06/25/64*
Oakland County Road Commission	*04/18/72*	*04/20/72*
Oak Park, City of	*09/30/68*	*10/10/68*
Oceana County	04/27/71	05/10/71
Onaway, City of	11/16/70	11/18/70
Oscoda County	09/09/80	09/16/80
Otisville, Village of	12/07/70	01/28/71
Otsego County Road Commission	11/23/70	11/27/70
Ottawa County	01/12/71	01/19/71
Ottawa County Road Commission	02/01/62	02/16/62
Owosso, City of	07/20/64	07/24/64
Pathways (formerly Superior Behavioral		
Mental Health) (See Alger-Marquette)	08/23/95	09/27/95
Pentwater, Village of	12/14/70	01/08/71
Petersburg, City of	*10/01/01*	*10/18/01*
Pinconning, City of	12/14/70	12/21/70
Pleasant Ridge, City of	10/14/69	10/24/69
Plymouth, City of	12/02/68	12/12/68
Pontiac, City of (2 systems; City and Police & Fire)	*01/17/67*	*01/20/67*
Portage, City of	*01/07/75*	*02/11/75*
Port Huron, City of (2 systems; City and Police & Fire)	12/13/65	01/04/66
Portland, City of	11/09/70	11/16/70
Presque Isle County	10/12/65	10/19/65
Redford Township	11/16/64	11/25/64
Rochester, City of	12/23/68	01/07/69
Rogers City, City of	11/18/70	11/27/70
Rogers City District Hlth Dept. #4	04/08/70	04/17/70
Roosevelt Park, City of	10/07/68	10/11/68
Rose City, City of	02/12/02	02/19/02

RECIPROCAL UNIT	RESOLUTION ADOPTION DATE	DATE FILED WITH SECRETARY OF STATE
Roseville, City of	*12/17/68*	*12/23/68*
Royal Oak, City of	*08/28/67*	*09/06/67*
Saginaw Charter Township		
(Saginaw Twp. Police Department)	09/06/67	11/27/70
Saginaw, City of (2 systems; City and Police & Fire)	12/4 & 12/11/61	12/11 & 12/15/61
Saginaw County	10/19/65	10/28/65
Saginaw County Road Commission	12/22/66	12/28/66
Saginaw-Midland Water Supply System	11/12/70	11/20/70
Saginaw, Public Libraries of	08/20/98	10/08/01
Saline, City of	09/09/68	09/13/68
Sault Ste. Marie, City of	09/18/72	09/20/72
Schoolcraft County	11/17/70	11/30/70
Sebewaing, Village of	12/07/70	12/10/70
Shiawassee County	06/12/73	06/21/73
Shiawassee County Road Commission	01/04/73	01/09/73
South Haven, City of	11/04/63	11/07/63
South Lyon, City of	11/03/69	11/13/69
Southeast MI Council of Governments	*10/20/69*	*11/28/69*
Southeastern MI Transportation		
Authority (SEMTA) (now SMART)	11/18/75	12/17/75
Southeastern Oakland County Incinerator Auth.	*03/10/65*	*03/16/65*
Southeastern Oakland County Water Authority	03/10/65	03/16/65
Southern Clinton County Municipal Utilities Auth.	11/09/89	11/28/89
Springfield, City of	12/21/70	12/28/70
Stanton Mid-Mich Dist. Health Department.		
(now Mid-Michigan District Health Dept.)	11/18/74	11/27/74
State--Employees' Retirement System	*03/01/62*	*03/09/62*
State--Judges' Retirement System	*01/02/64*	*01/10/64*
State--Probate Judges' Retirement	*01/02/64*	*01/10/64*
State--Consolidated Judges System including Probate	*05/07/93*	*05/19/93*
State--Michigan Public Schools Employees' Retirement	*05/02/66*	*05/12/66*
St. Charles, Village of	12/14/88	01/11/89
St. Clair, City of	08/05/91	08/21/91
St. Clair County	*04/13/66*	*04/19/66*
St. Clair Shores, City of	*04/05/66*	*04/14/66*
St. Ignace, City of	06/05/72	06/08/72
St. Joseph County	*12/17/68*	*01/06/69*
St. Louis, City of	11/18/70	11/23/70
Sterling Heights, City of (2 systems; City and Police & Fire)	*11/04/69*	*11/10/69*
Sturgis, City of	*08/14/68*	*08/16/68*
Suburban Mobility Authority for Regional		
Transportation (SMART) (formerly SEMTA) adopting		
Sec. 6 of Act 88; SEMTA had adopted Act 88 on 11-18-75	12/07/95	12/15/95
Swartz Creek, City of	11/23/70	12/10/70
Thumb District Health Dept. (now Tuscola County Health Dept.)	11/13/70	12/10/70
Trenton, City of	06/21/71	06/29/71

RECIPROCAL UNIT	RESOLUTION ADOPTION DATE	DATE FILED WITH SECRETARY OF STATE
Tri-City Airport Comm. (now MBS Intern'l Airport)	01/21/71	02/01/71
Tri-County Aging Consortium	05/05/80	05/09/80
Troy, City of (withdrew 10/16/78)	*02/08/65*	*02/11/65*
Tuscola County	02/05/68	02/12/68
Tuscola County MCF	02/05/68	02/12/68
Tuscola County Road Commission	01/06/00	01/12/00
Tuscola County Health Dept. (Thumb Disrict Health Dept)	11/13/70	12/10/70
Van Buren County	10/24/66	10/26/66
Vassar, City of	11/23/70	11/27/70
Vicksburg, Village of	02/01/71	02/04/71
Wakefield, City of	11/16/70	11/23/70
Walled Lake, City of	10/16/01	10/24/01
Warren, City of	*08/11/70*	*08/14/70*
Washtenaw County	09/19/66	09/26/66
Washtenaw County Road Commission	07/19/66	07/26/66
Wayne County	*11/26/68*	*12/09/68*
West Branch Dist. #2 Board of Health		
(Alcona, Iosco, Ogemaw & Oscoda Counties)	02/10/70	03/09/70
West Michigan Community Mental Health System	06/18/96	06/25/96
Western U.P. District Health Department	06/29/70	07/08/70
Westland, City of	12/18/89	01/05/90
Wexford County	12/14/70	01/08/71
Wexford County Road Commission	06/02/93	06/07/93
White Cloud Dist. Hlth Dept. #5 (Lake,		
Newaygo & Oceana Cty) (now District Hlth #10)	12/09/70	12/15/70
Whitehall, City of	11/12/68	11/19/68
Wixom, City of	11/24/70	12/07/70
Wyandotte, City of	*08/19/91*	*01/03/01*
Wyoming, City of	*09/28/70*	*06/01/71*
Ypsilanti, City of	02/07/72	02/09/72

September 26, 2002

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
John M. Lamerato, Assistant City Manager/Finance and Administration
Gary A. Shripka, Assistant City Manager/Services
Steven Vandette, City Engineer

SUBJECT: Approval of Contract with MDOT for the Reconstruction and Widening of Long Lake Road, Carnaby to Dequindre, Contract 02-7
Project No. 92.203.5 & 94.203.5

RECOMMENDATION

The Engineering Department recommends that City Council approve the attached contracts with the Michigan Department of Transportation for the reconstruction and widening of Long Lake Road, Carnaby to Dequindre to a five (5) lane concrete pavement. Furthermore, staff recommends that the Mayor and City Clerk are authorized to execute the agreements.

SUMMARY

The Long Lake Road reconstruction project consists of the removal of the existing two lane pavement and construction of a five (5) lane concrete pavement including turn lanes and all necessary utility construction. The project will also include a bridge replacement east of John R and a major storm sewer installation along the north side of Long Lake Road with an outlet in Sterling Heights at the Gibson Drain.

Bids for the project will be received and opened by MDOT on October 4, 2002. The project is projected to start in November 2002. Underground utilities along with the bridge replacement will take place during the winter months. Paving would start in the spring of 2003 and the project is to be open to traffic by October 4, 2003. Final clean-up and restoration is to be completed by November 14, 2003.

The attached agreements are a part of the obligation of the federal funds for the construction phase of the project.

FUNDING

Funding for this project will come from the voter approved bond issue; Federal Surface Transportation Funds (Urban); Water and Sewer funds. The amounts include funds for construction, inspection and contingencies.

STP

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Project	STP 0263(067)
Job Number	49862
Control Section	STU 63459
Fed Item #	HH 3259
Contract No.	02-5441

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF TROY, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Troy, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated September 5, 2002, attached hereto and made a part hereof:

PART A - FEDERAL PARTICIPATION
Reconstruction and widening work along Long Lake Road from Carnaby Road to John R Road; including concrete curb and gutter, storm sewer, watermain, street lighting, and restoration work; and all together with necessary related work.

PART B - NO FEDERAL PARTICIPATION
Sanitary sewer and sprinkler system work along Long Lake Road from Carnaby Road to John R Road; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

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 hereto 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 the cost of the physical construction necessary for the completion of the PROJECT.

Costs for construction engineering and inspection as may be incurred by the DEPARTMENT and the REQUESTING PARTY, including any other costs incurred by the DEPARTMENT as a result of this contract, will be at PROJECT COST. Costs for construction engineering and inspection incurred by the REQUESTING PARTY for the PART A portion of the PROJECT shall be limited to the lesser of: (1) 100 percent of the actual costs for construction engineering and inspection for the PART A portion of the PROJECT, or (2) 15 percent of the actual contracted physical construction costs for the PART A portion of the PROJECT.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering and inspection for the PART B portion of the PROJECT, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, under the terms of this contract, shall:

A. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

B. At PROJECT COST, perform or cause to be performed the construction engineering and inspection services necessary for the completion of the PART A portion of the PROJECT.

C. At no cost to the PROJECT

(1) Design or cause to be designed the plans for the PROJECT.

(3) Perform or cause to be performed the construction engineering and inspection services necessary for the completion of the PART B portion of the PROJECT.

The REQUESTING PARTY shall submit biweekly pay estimates and construction contract modifications to the DEPARTMENT in a timely manner.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

The method of performing the work will be indicated on the work authorization. The REQUESTING PARTY will comply with PART II, Section IIF, when applicable.

5. The PROJECT COST shall be met in accordance with the following:

PART A
Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST at the established Federal participation ratio equal to 81.85 percent. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B
The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

In the event of any discrepancies between PART I and PART II, the provisions of PART I shall prevail.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

9. The REQUESTING PARTY certifies that a) it is a person under 1995 PA 71 and is not aware of and has no reason to believe that the property is a facility as defined in MSA 13A.20101(1)(l); b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); MSA 13A.20126(3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402, MSA 3.996(102).

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401; MSA 3.996(101), which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402; MSA 3.996(102). Exclusive jurisdiction of such highway for the purposes of MCL 691.1402; MSA 3.996(102) rest with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

17. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current standard specifications for construction, and to:

A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other party with jurisdiction for the roadway being constructed as the PROJECT, and their employees, for the duration of the PROJECT and to provide copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owners protective liability insurance policy.

C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide copies of notices and reports prepared to those insured.

18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which 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

By_____
Title:

By_____
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By_____
Department Director MDOT

FORM APPROVED
9/11/02
ASSISTANT
ATTORNEY
GENERAL

REVIEWED
9-9-02
CONTRACT ADMIN

September 5, 2002

EXHIBIT I

PROJECT	STP 0263(067)
JOB NUMBER	49862
CONTROL SECTION	STU 63459

ESTIMATED COST

CONTRACTED WORK	PART A	PART B	TOTAL
Estimated Cost	$4,007,600	$50,800	$4,058,400
CONSTRUCTION ENGINEERING & INSPECTION (REQUESTING PARTY)	$ 601,100	$ -0-	$ 601,100
GRAND TOTAL	$4,608,700	$50,800	$4,659,500

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	$4,608,700	$50,800	$4,659,500
Less Federal Funds	$3,772,200	$ -0-	$3,772,200
BALANCE (REQUESTING PARTY'S SHARE)	$ 836,500	$50,800	$ 887,300

NO DEPOSIT

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.

B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.

1. Engineering

   a. FAPG (6012.1): Preliminary Engineering

   b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts

   c. FAPG (23 CFR 635A): Contract Procedures

   d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

2. Construction

   a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims

   b. FAPG (23 CFR 140B): Construction Engineering Costs

   c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies

   d. FAPG (23 CFR 635A): Contract Procedures

   e. FAPG (23 CFR 635B): Force Account Construction

   f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

   g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)

h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways

i. FAPG (49 CFR 18.22):Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

3. Modification Or Construction Of Railroad Facilities

a. FAPG (23 CFR 140I): Reimbursement for Railroad Work

b. FAPG (23 CFR 646B): Railroad Highway Projects

C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of $100,000.00 stipulate the following with respect to their specific jurisdictions:

1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.

3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.

D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.

E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.

B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by twenty percent (20%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.

C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.

D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.

E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than $25,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.

H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.

I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.

L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.

M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.

N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.

O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.

P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.

Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

   The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

   The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

   If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

   In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

   Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and

reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 98-502.

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

a. Agencies expending a total of $300,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than $300,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Transportation
Bureau of Highways Technical Services
425 W. Ottawa, P.O. Box 30050
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than $1,000.00 shall be submitted unless it is a final or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.

5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.

6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than $1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.

2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.

3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

   Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

   a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

   b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

      With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

   c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

   d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.

C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.

D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.

B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.

C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.

D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.

6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.

7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.

9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March, 1998

APPENDIX B

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or

   (b) Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Michigan Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

A. **Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

> **The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).**

B. **Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

> **The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.**

(ADVANCE CONSTRUCTION CONTRACT) DIR
STP

Project	STP 0263(068)
Job Number	56316
Control Section	STU 63459
Fed Item No.	HH 3263
Contract No.	02-5442

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF TROY, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Troy, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated September 5, 2002, attached hereto and made a part hereof:

PART A - FEDERAL PARTICIPATION
Reconstruction and widening work along Long Lake Road from John R Road to Dequindre Road; including concrete curb and gutter, culvert, storm sewer, watermain, traffic signal, street lighting, and restoration work; and all together with necessary related work.

PART B - NO FEDERAL PARTICIPATION
Landscaping, sprinkler system, and sanitary sewer work along Long Lake Road from John R Road to Dequindre Road; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the PROJECT will be performed as an advance construction project; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

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 hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

The PROJECT work shall be performed as an advance construction PROJECT and shall meet applicable Federal requirements set forth on 23 CFR Subpart G; 23 U.S.C. 115.

It is understood that authorization to undertake the performance of the work under this contract as an advance construction PROJECT does not constitute any commitment of DEPARTMENT or Federal Funds for this PROJECT.

Expenditures incurred on this PROJECT as advance construction will not be subject to reimbursement with Federal Funds until the PROJECT is converted to a regular Federal-aid project as provided under 23 CFR 630.705(2); CFR 630.709.

Request for PROJECT conversion to a regular Federal-Aid project shall be submitted to the DEPARTMENT by the REQUESTING PARTY as early as possible in the fiscal year that the advance construction PROJECT is anticipated to be reimbursed.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT.

Costs for construction engineering and inspection as may be incurred by the DEPARTMENT and the REQUESTING PARTY, including any other costs incurred by the DEPARTMENT as a result of this contract, will be at PROJECT COST. Costs for construction engineering and inspection incurred by the REQUESTING PARTY for the PART A portion of the PROJECT shall be limited to the lesser of: (1) 100 percent of the actual costs for construction engineering and inspection for the PART A portion of the PROJECT, or (2) 15 percent of the actual contracted physical construction costs for the PART A portion of the PROJECT.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering and inspection for the PART B portion of the PROJECT, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and

awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, under the terms of this contract, shall:

A. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

B. At PROJECT COST

(1) Perform or cause to be performed the traffic signal work necessary for the completion of the PART A portion of the PROJECT.

(2) Perform or cause to be performed the construction engineering and inspection services necessary for the completion of the PART A portion of the PROJECT.

C. At no cost to the PROJECT

(1) Design or cause to be designed the plans for the PROJECT.

(2) Perform or cause to be performed the construction engineering and inspection services necessary for the completion of the PART B portion of the PROJECT.

The REQUESTING PARTY shall submit biweekly pay estimates and construction contract modifications to the DEPARTMENT in a timely manner.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

The method of performing the work will be indicated on the work authorization. The REQUESTING PARTY will comply with PART II, Section IIF, when applicable.

5. The PROJECT COST shall be met in accordance with the following:

<u>PART A</u>
The PART A portion of the PROJECT COST shall be met 100 percent by the REQUESTING PARTY.

Contingent upon availability of Federal Funds and Federal approval, Surface Transportation Funds, for future fiscal years, may be applied to that portion of the PART A cost incurred as advance construction in an amount such that the Federal Funds equal a participation ratio of 81.85 percent.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Billing for costs incurred by the REQUESTING PARTY, which are eligible for reimbursement under this contract, shall be submitted to the DEPARTMENT by the REQUESTING PARTY for reimbursement with Federal Funds only after all billings for construction costs have been submitted and paid for.

Any items of PROJECT COST or any advance construction expenditure not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. A working capital deposit by the REQUESTING PARTY will be required for this PROJECT and is estimated to be:

PART A	$1,432,400
PART B	$ 62,600
TOTAL	$1,495,000

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 10 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less available Federal Funds as the PROJECT progresses.

Failure to make such payments within 10 days of receipt of billings from the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold without further notice an equal amount from the REQUESTING PARTY'S share of any future Act 51 monthly allocations.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

9. The REQUESTING PARTY certifies that it is a person under the Natural Resources and Environmental Protection Act (NREPA); 1995 PA 71 and is not aware of and has no reason to believe that the property on which the work under this agreement is to be performed is a facility as defined in MCL 324.20101(o); MSA 13A.20101(1)(l). The REQUESTING PARTY certifies that it is not a person liable under Part 201 or Part 213 of the Natural Resource and Environmental Protection Act (NREPA); MCL 324.20101 et seq. and Part 213 of NREPA; MCL 324.21301a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will be acquiring property for a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release at or on the property. Pursuant to MCL 324.20126, the REQUESTING PARTY is not a person who is liable for response activity or response activity costs as defined by MCL 324.20101(ee) and (ff).

10. Both the REQUESTING PARTY and the DEPARTMENT certify that the DEPARTMENT is not a person liable under Parts 201 and 213 of the NREPA; that the DEPARTMENT is not an owner or operator of any property within the PROJECT limits; that the DEPARTMENT has not arranged for the disposal of hazardous substances within the PROJECT limits, nor has the DEPARTMENT transported any hazardous substances to the PROJECT limits; that the DEPARTMENT has not conducted any activities which have resulted in a release or threat of release of hazardous substances at the facility or within the PROJECT limits and that the DEPARTMENT is otherwise not liable for any response activities or response activity costs at the facility.

11. If subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require the incurrence of response costs for response activity pursuant to state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall notify the DEPARTMENT, both orally and in writing within 24 hours of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine whether the area within the PROJECT limits constitutes a facility and whether the REQUESTING PARTY is required to incur response costs to address the contamination under state or federal law. If the REQUESTING PARTY is liable for response activities or response costs under state or federal laws, the DEPARTMENT will consult with the FHWA to determine the eligibility of such response costs for reimbursement. In the event that the response costs and other incidental costs including, but not limited to delay costs, are deemed not to be eligible for reimbursement by the FHWA, the REQUESTING PARTY shall be charged for and shall pay to the DEPARTMENT all response costs and delay costs of the contractor for the PROJECT. If the REQUESTING PARTY refuses to participate in such costs, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination, shall be considered a PROJECT COST.

12. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall

be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

13. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT and its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT and its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT and its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT and its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402, MSA 3.996(102).

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT and its agents is performing a governmental function, as that term is defined in MCL 691.1401; MSA 3.996(101), which is incidental to the completion of the PROJECT.

14. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402; MSA 3.996(102). Exclusive jurisdiction of such highway for the purposes of MCL 691.1402; MSA 3.996(102) rest with the REQUESTING PARTY and other local agencies having respective jurisdiction.

15. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

16. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current standard specifications for construction, and to:

A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other party with jurisdiction for the roadway being constructed as the PROJECT, and their employees, for the duration of the PROJECT and to provide copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owners protective liability insurance policy.

C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which 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

By_____
Title:

By_____
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By_____
Department Director MDOT

FORM APPROVED
9/11/02
ASSISTANT
ATTORNEY
GENERAL

REVIEWED
9-9-02
CONTRACT/ADMIN

September 5, 2002

EXHIBIT I

PROJECT	STP 0263(068)
JOB NUMBER	56316
CONTROL SECTION	STU 63459

ESTIMATED COST

CONTRACTED WORK

	PART A	PART B	TOTAL
Estimated Cost	$7,000,300	$62,600	$7,062,900

FORCE ACCOUNT & AGREED UNIT PRICE WORK (REQUESTING PARTY)

Traffic Signals	$ 71,200	$ -0-	$ 71,200
Construction Engineering & Inspection	$1,050,000	$ -0-	$1,050,000
TOTAL ESTIMATED COST (FORCE ACCOUNT, ETC.)	$1,121,200	$ -0-	$1,121,200
GRAND TOTAL	$8,121,500	$62,600	$8,184,100

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	$8,121,500	$62,600	$8,184,100
Less Federal Funds (Advance Construction)			
Future Fiscal Year*	$6,647,400	$ -0-	$6,647,400
REQUESTING PARTY'S SHARE (Future Fiscal Year)	$1,474,100	$62,600	$1,536,700

*Contingent upon availability of Federal Funds and Federal approval, Surface Transportation Funds, for future fiscal years, may be applied to that portion of the PART A cost incurred as advance construction in an amount such that the Federal Funds equal a participation ratio of 81.85 percent.

DEPOSIT (25% of Advance Construction Contracted Portion PART A - $5,729,700)	$1,432,400
(100% of Contracted Portion PART B - $62,600)	$ 62,600
	$1,495,000

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.

B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.

1. Engineering

   a. FAPG (6012.1): Preliminary Engineering

   b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts

   c. FAPG (23 CFR 635A): Contract Procedures

   d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

2. Construction

   a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims

   b. FAPG (23 CFR 140B): Construction Engineering Costs

   c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies

   d. FAPG (23 CFR 635A): Contract Procedures

   e. FAPG (23 CFR 635B): Force Account Construction

   f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

   g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)

h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways

i. FAPG (49 CFR 18.22):Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

3. Modification Or Construction Of Railroad Facilities

a. FAPG (23 CFR 140I): Reimbursement for Railroad Work

b. FAPG (23 CFR 646B): Railroad Highway Projects

C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of $100,000.00 stipulate the following with respect to their specific jurisdictions:

1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.

3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.

D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.

E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.

B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by twenty percent (20%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.

C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.

D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.

E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than $25,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.

H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.

I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.

L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.

M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.

N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.

O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.

P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.

Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

   The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

   The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

   If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

   In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

   Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and

reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 98-502.

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

a. Agencies expending a total of $300,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than $300,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Transportation
Bureau of Highways Technical Services
425 W. Ottawa, P.O. Box 30050
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than $1,000.00 shall be submitted unless it is a final or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.

5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.

6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than $1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.

2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.

3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

   Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

   a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

   b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

      With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

   c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

   d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.

C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.

D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.

B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.

C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.

D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.

6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.

7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.

9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March, 1998

(Rev. 03/92)

APPENDIX B

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or

   (b) Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Michigan Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

A. **Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

> **The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).**

B. **Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

> **The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.**

DATE: September 27, 2002

TO: The Honorable Mayor and City Council

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

SUBJECT: FINAL PLAN APPROVAL – Pearl Estates Site Condominium – 3 units – North of Long Lake Road, West of Dequindre Road – Section 12

Fazlullah Khan submitted a Final Plan for the proposed single-family residential development known as Pearl Estates Site Condominium. The subject property involves a 1.57-acre assembly, including part of lot 4 and lot 5 of Jennings Subdivision, within the R-1C zoning district, being north of Long Lake Road and west of Dequindre Road. Windmill Drive extends to the south from the Orchard Estates Site Condominium to provide access to the home sites. The subject plan utilizes the lot averaging provisions and includes three (3) units and a detention basin. Documentation from the petitioner's consultant and city environmental staff indicate no occurrence of wetlands and/or natural features on the subject property. In addition, building elevations of the proposed homes are included for informational purposes.

City Council granted Preliminary Plan Approval on August 20, 2001. The petitioner executed the contract for installation of municipal improvements and provided the required escrow deposits and cash fees. The proposed site condominium complies with all applicable ordinance requirements. City Management recommends approval of the Final Plan for Pearl Estates Site Condominium.

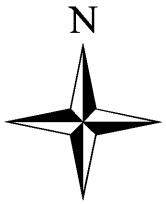
Attachments

Cc: Petitioner
File/Pearl Estates

MFM/dav

CITY OF TROY

W SOUTH BLVD
E SOUTH BLVD
PROPOSED SITE CONDO
PEARL ESTATES
CROOKS RD
E SQUARE LAKE RD
N ADAMS RD
W LONG LAKE RD
E LONG LAKE RD
LIVERNOIS AVE
JOHN R RD
DEQUINDRE RD
W WATTLES RD
E WATTLES RD
75
COOLIDGE HWY
W BIG BEAVER RD
E BIG BEAVER RD
75
W MAPLE RD
E MAPLE RD
E FOURTEEN MILE RD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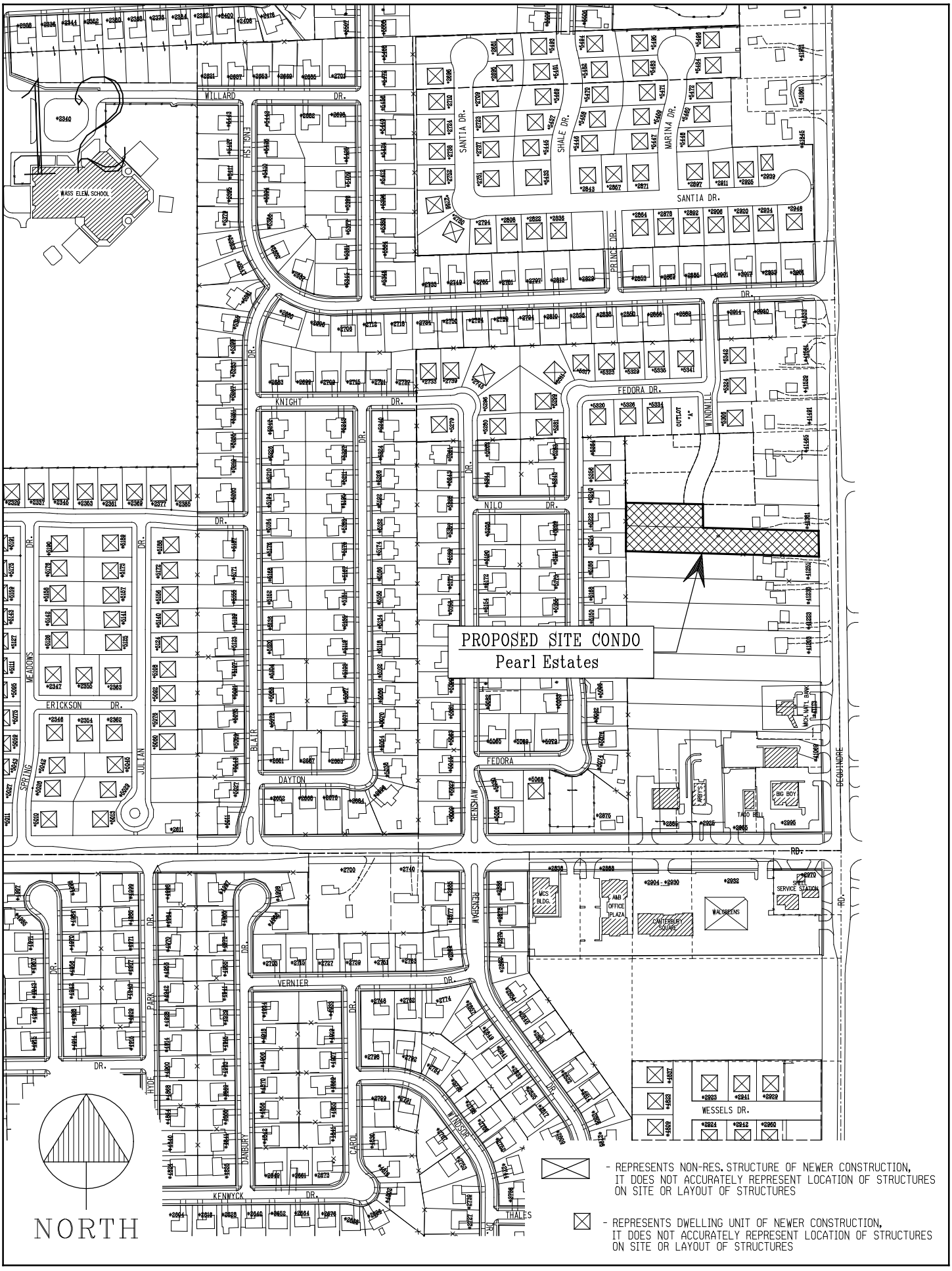
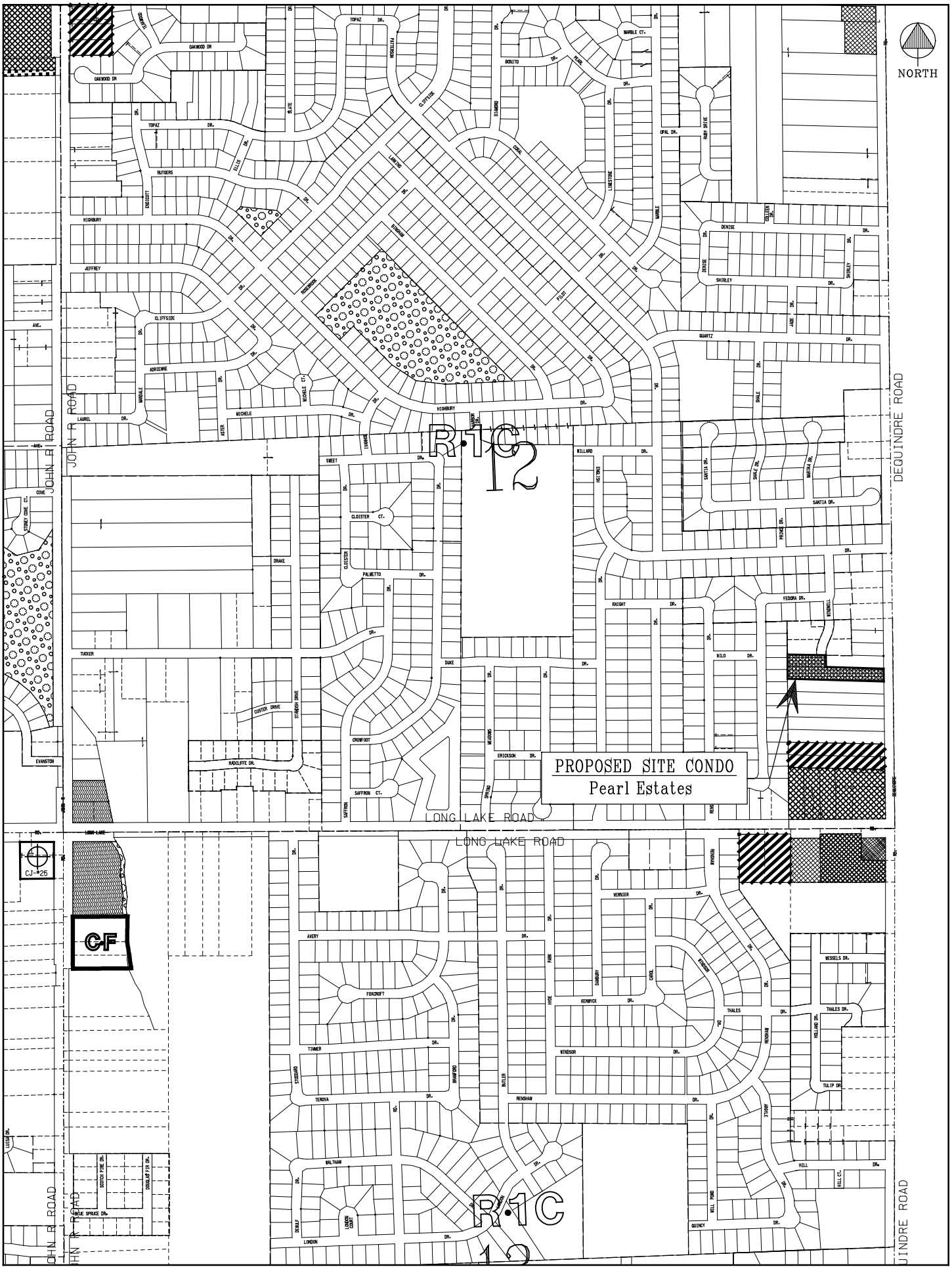


PEARL ESTATES S.C. / SEC. 12 / 06-07-01


NORTH
PROPOSED SITE CONDO
Pearl Estates
R-1C
R-1C
LONG LAKE ROAD
LONG LAKE ROAD
JOHN R ROAD
DEQUINDRE ROAD
CF
CJ-25
OAKWOOD DR
TOPAZ DR.
BONITO
MARBLE CT.
OPAL DR.
RUBY DRIVE
DENISE
SHIRLEY
QUARTZ
HIGHBURY
JEFFREY
CLIFFSIDE
AGRIENNE
MICHELE
LAUREL
SWEET
CLOISTER CT.
PALMETTO
DRAKE
TUCKER
DUKE
CROWFOOT
SAFFRON CT.
RADCLIFFE DR.
EVANSTON
WILLARD
SANTIA DR.
KNIGHT
FEDORA DR.
WILD DR.
ERICKSON DR.
VERNLIER
AVERY
FOXCROFT
TIMBER
TERROA
WALTHAM
LONDON
KENNYCK
WINDSOR
THALES
WESSELS DR.
TULIP DR.
HILL
QUINCY
WELL POND
RENSHAW
BUTLER
HYDE
PARK
DANBURY
CAROL
STUDBARD
BRAMFORD
ANGELS
SCOTCH PINE DR.
DOUGLAS FIR DR.
BLUE SPRUCE DR.

UNPLATTED RESIDENTIAL DEVELOPMENT LEVELS OF APPROVAL

Preliminary Plan Approval

A sign is placed on the property informing the public of the proposed development.
Adjacent property owners are notified by mail
Public meeting held by **Planning Commission** for review and recommendation to City Council
City Council reviews and approvals plan

The following items are addressed at Preliminary Plan Approval:

- Street Pattern, including potential stub streets for future development
- Potential development pattern for adjacent properties
- Fully dimensioned residential parcel layout, including proposed building configurations
    - Number of lots
    - Building setbacks
    - Lot dimensions
    - Locations of easements
- Preliminary sanitary sewer, storm sewer, and water main layout
- Environmental Impact Statement (if required)
- Location(s) of wetlands on the property

Final Plan Approval

Notice sign is posted on site
City Council review and approval of:

- Final Plan
- Contract for Installation of Municipal Improvements (Private Agreement)

The following items are addressed at Final Plan Approval:

- Fully dimensioned plans of the total property proposed for development, prepared by registered Civil Engineer or Land Surveyor
- Corners of all proposed residential parcels and other points as necessary to determine that the potential parcels and building configurations will conform with ordinance requirements
- Warranty Deeds and Easement documents, in recordable form for all ROW. and easements which are to be conveyed to the public
- Construction plans for all utilities and street improvements, prepared in accordance with City Engineering Design Standards:
    - Sanitary and Storm sewer
    - Water mains
    - Detention / Retention basins
    - Grading and rear yard drainage
    - Paving and widening lanes
    - Sidewalk and driveway approaches
- Approval from other government agencies involved with the development
- Verification of wetlands and M.D.E.Q. permit if necessary
- Financial guarantees to insure the construction of required improvements and the placement of proper property and parcel monuments and markers shall be furnished by the petitioner prior to submittal of the Final Plan to the City Council for review and approval
- Floor Plans and Elevations of the proposed residential units

CONTRACT FOR STALLATION OF MUNICIPAL IMPROV ENTS
(PRIVATE AGREEMENT)

PROJECT NO. 01.923.3

RESOLUTION NO. 2002-06-340-E-16

PROJECT LOCATION: SE ¼ SECTION 12

DATE OF COUNCIL APPROVAL: June 3, 2002

KNOW ALL MEN BY THESE PRESENT; That the City of Troy, a Michigan Municipal Corporation of the County of Oakland, State of Michigan, hereinafter referred to as "City" and FAZALKHAN 2NV, LLS whose address is 43979 STONEY LANE, STERLING HTS MI 48313 and whose telephone number is 586-412-6611 hereinafter referred to as "Owners".

WITNESSETH, FIRST: That the City agrees to allow the installation of water main, storm sewer, detention, sanitary sewer, sidewalks, soil erosion, landscaping and paving in accordance with plans prepared by Fazal Khan and Associates Inc. whose address is 42815 Garfield, Suite 204, Clinton Township, MI 48038 and whose telephone number is (810) 412-6611 and approved prior to construction by the City Specifications of the City shall be complied with for this construction.

SECOND: That the Owners agree to contribute the approximate contract price of **$88,765.00**. This amount will be transmitted to the City Clerk for installation of said improvements in the form of (check one):

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

Said funds shall be placed on deposit with the City upon the execution of this contract and shall be disbursed to the contractor by the City only upon presentation of duly executed waivers of lien and sworn statements satisfactory to the City, and after final inspection and approval by the Engineering Department for the City. In addition, the owners agree to contribute **$18,403.00** cash fee per the attached **Detailed Summary of Required Escrow Deposits and Cash Fees.**

CONTRACT FOR INSTALLATION OF MUNICIPAL IMPROVEMENTS
(PRIVATE AGREEMENT)

PROJECT NO. 01.923.3 PROJECT LOCATION: SE ¼ SECTION 12

COUNCIL RESOLUTION NO. 2002-06-340-E-16 DATE OF COUNCIL APPROVAL: June 3, 2002

THIRD: The owners may contract for construction of said improvement or may have the City advertise for bids. In the event the Owners select their own contractor, such contractor shall be subject to prior written approval by the City and completed contract documents shall be submitted to the City.
Owners agree to arrange for a pre-construction meeting with the City Engineer and the contractor prior to start of work. All municipal improvements must be completely staked in the field under the direct supervision of a registered civil engineer or registered land surveyor, according to the approved plans.

FOURTH: Owners hereby acknowledge the benefit to their property conferred by the construction of the aforementioned and agree and consent to pay the total sum of $107,168.00 for the construction of said public utilities in lieu of the establishments of any special district by the City. Further, owners acknowledge that the benefit to their property conferred by the improvement is equal to, or in excess of, the aforementioned amount.

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

SIXTH: Owners agree to indemnify and save harmless City, their agents and employees, from and against all loss or expense (including costs and attorneys' fees) by reason of liability imposed by law upon the City, its agents and employees for damages because of bodily injury, including death, at any time resulting therefrom sustained by any person or persons or on account of damage to property, including work, provided such injury to persons or damage to property is due or claimed to be due to negligence of the Owner, his contractor, or subcontractors, employees or agents, Owner further agrees to obtain and convey to the City all necessary easements for such public utilities as required by the City Engineer.

CONTRACT FOR INSTALLATION OF MUNICIPAL IMPROVEMENTS
(PRIVATE AGREEMENT)

PROJECT NO. 01.923.3

PROJECT LOCATION: SE ¼ SECTION 12

COUNCIL RESOLUTION NO. 2002-06-340-E-16

DATE OF COUNCIL APPROVAL: June 3, 2002

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate on this 21st day of May, 2002.

OWNERS
By: Fazlullah Khan

FAZLULLAH M. KHAN
Please Print or Type

Please Print or Type

CITY OF TROY
By:

Matt Pryor

Matt Pryor, Mayor

Tonni R. Bartholomew

Tonni Bartholomew, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 21st. day of May, A.D.2002, before me personally appeared Fazlullah M. Khan known by me to be the same person(s) who executed this instrument and who acknowledged this to be his/her/their free act and deed.

Laurel Nottage
LAUREL NOTTAGE

NOTARY PUBLIC, Oakland County, Michigan

My commission expires: 10-12-04

Detailed Summary of Required Escrow Deposits and Cash Fees
Pearl Estates e Condominiums - Project No. 01. 3.3
3 Units – Section 12

The estimated costs of public improvements are:

ESCROW DEPOSITS:	
Sanitary Sewers	7,639
Water Mains	7,320
Storm Sewers	23,008
Rear Yard Drains	11,280
Asphalt Pavement	13,916
Grading	10,000
Detention Basin	5,000
Soil Erosion Control Measures	817
Monuments and Lot Corner Irons	265
Temporary Access Road	1,600
Wetland Mitigation	----------
Deceleration	----------
Sidewalks on site	----------
Sidewalks on Dequindre Road	1,920
Street Light ($7,000 each)	----------
Deposit for Repair of Damage to Existing Public Streets Used for Access	6,000
TOTAL ESCROW DEPOSITS:	**88,765**
CASH FEES:	
SUB3. Water Main Testing and Chlorination:	650
SUB4. Street Name and Traffic Signs:	87
SUB6. Landscaping and Screen Planting of Detention Basin	3,150
SUB8. Maintenance of Detention Basin:	4,389
SUB9. Topsoil, Fertilizer, Seed and Mulch, Right of Way Dequindre	1,283
SUB10. Soil Erosion and Sedimentation Control Permits:	204
SUB11. Testing Services:	1,225
SUB13. Engineering Review and Inspection Fees	5,415
SUB14. Deposit for the Maintenance and Cleaning of Existing Public Streets used for Access:	2,000
TOTAL CASH FEES:	**18,403**

Storm water detention for this development will be provided by
A new detention basin constructed within the development

SANITARY and WATER MAIN PLAN
"PEARL ESTATES SITE CONDOMINIUMS"

PART OF THE SE1/4 OF SECTION 12,
T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN.

DESCRIPTION OF PROPERTY FROM RECORD

THE WEST 243.12 FEET OF LOT 4 AND ALL OF LOT 5, "JENNINGS SUBDIVISION", A PART OF THE SE1/4 OF SECTION 12, T2N, R11E, TROY TOWNSHIP (NOW CITY OF TROY), OAKLAND COUNTY, MICHIGAN, CONTAINING 68196 SQUARE FEET OR 1.5650 ACRES, MORE OR LESS.

KNOWN AS #1281 DEQUINDRE ROAD FOR LOT 4, PART OF SIDWELL NO. 20-12-476-005 AND LOT 5 (VACANT) SIDWELL NO. 20-12-476-006.

SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS, IF ANY.

DESCRIPTION OF PROPERTY COMBINED LOTS

THE WEST 243.12 FEET OF LOT 4 AND ALL OF LOT 5, "JENNINGS SUBDIVISION", A PART OF THE SE1/4 OF SECTION 12, T2N, R11E, TROY TOWNSHIP, (NOW CITY OF TROY), OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 55 OF PLATS, PAGE 8, OAKLAND COUNTY RECORDS, DESCRIBED AS: COMMENCING AT THE SE CORNER OF SECTION 12; THENCE N02°35'02"W 1011.24 FEET ALONG THE EAST LINE OF SECTION 12 AND CENTERLINE OF DEQUINDRE ROAD (66' HALF WIDTH); THENCE N88°38'30"W 60.17 FEET TO THE WEST RIGHT OF WAY OF DEQUINDRE ROAD (60' HALF WIDTH) FOR A POINT OF BEGINNING, ALSO BEING THE NE CORNER OF LOT 8, "JENNINGS SUBDIVISION"; THENCE S00°35'59"E 80.00 FEET ALONG THE WEST RIGHT OF WAY OF DEQUINDRE ROAD (60' HALF WIDTH) TO THE SE CORNER OF LOT 8, "JENNINGS SUBDIVISION"; THENCE N88°35'30"W 198.36 FEET TO THE SW CORNER OF LOT 8, "JENNINGS SUBDIVISION" AND EAST LINE OF "STONEHURST SUBDIVISION", AS RECORDED IN LIBER 144 OF PLATS, PAGE 28, OAKLAND COUNTY RECORDS; THENCE N00°34'34"W 186.70 FEET ALONG THE WEST LINE OF LOTS 5 AND 4, "JENNINGS SUBDIVISION" AND THE EAST LINE OF "STONEHURST SUBDIVISION", TO THE NW CORNER OF LOT 4, "JENNINGS SUBDIVISION"; THENCE S88°37'11"E 243.12 FEET ALONG THE NORTH LINE OF LOT 4, "JENNINGS SUBDIVISION"; THENCE S00°34'34"E 73.81 FEET TO THE NORTH LINE OF LOT 8, "JENNINGS SUBDIVISION"; THENCE S88°38'30"E 344.16 FEET ALONG THE NORTH LINE OF LOT 5 TO THE NE CORNER OF LOT 5, "JENNINGS SUBDIVISION", THE WEST RIGHT OF WAY OF DEQUINDRE ROAD (60' HALF WIDTH) AND TO THE POINT OF BEGINNING. CONTAINING 68196 SQUARE FEET OR 1.5650 ACRES, MORE OR LESS.

SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS, IF ANY.

CITY OF TROY
STANDARD NOTES

1. NOTIFY THE CITY OF TROY ENGINEERING DEPARTMENT AND SEWER AND WATER DEPARTMENT A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
2. ALL CONSTRUCTION MUST BE CONFORMING TO THE CURRENT STANDARDS AND SPECIFICATIONS ADOPTED BY CITY OF TROY.
3. CALL MISS DIG (1-800-482-7171) A MINIMUM OF 72 HOURS PRIOR TO THE START OF CONSTRUCTION.
4. ALL SOIL EROSION AND SILT MUST BE CONTROLLED AND CONTAINED ON SITE.
5. ALL EXCAVATION UNDER OR WITHIN 3 FT. OF PUBLIC PAVEMENT, EXISTING OR PROPOSED SHALL BE BACKFILLED AND COMPACTED WITH SAND (CLASS 9 SHOOT SAMPLE).
6. THE CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE TO EXISTING UTILITIES.
7. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL CITY OF TROY PERMITS INCLUDING A PERMIT TO OCCUPY PUBLIC UTILITY EASEMENTS OR PUBLIC RIGHTS-OF-WAY.
8. TRENCH BACKFILL IN COUNTY R.O.W. SHALL CONFORM TO O.C.R.C. REQUIREMENTS AND BE SUBJECT TO THE APPROVAL OF THE O.C.R.C. ENGINEER.

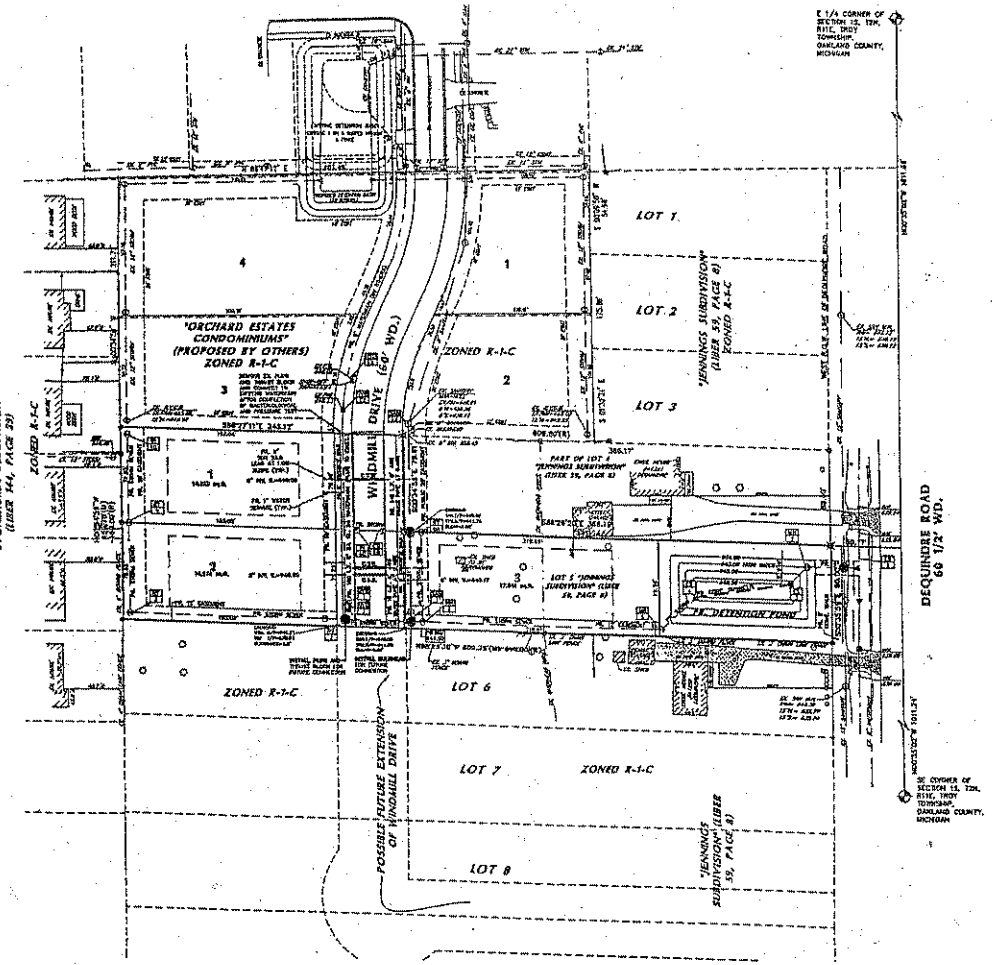
SANITARY SEWER CONSTRUCTION NOTES

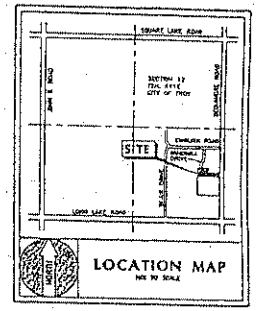
1. KEEP ALL PHASES OF CONSTRUCTION CLEAN OF CONSTRUCTION MATERIALS, STOCKPILES, AND DEBRIS
2. ALL MINOR LEADS CROSSING ROADWAYS OR DRIVES SHALL HAVE COMPACTED SAND BACKFILL TO 95% OF MODIFIED PROCTOR.
3. ALL MANHOLE COVERS SHALL BE IN ACCORDANCE WITH CURRENT CLINTON TOWNSHIP SPECIFICATIONS UNLESS NOTED OTHERWISE ON THE PLANS.
4. ALL SANITARY LEADS TO BE 8" SDR 23.5 @ 1.00% MIN. USE INSERTS WHEN REQUIRED
5. ALL CROSSINGS LESS THAN 1.50' OF CLEARANCE SHALL BE PROVIDED WITH A COVER SLEEVE
6. ALL SANITARY HOUSE LEADS SERVICE LEADS SHALL BE EXTENDED TO THE EASEMENT LINE AS REQUIRED.
7. ALL SANITARY HOUSE LEADS SHALL BE 8.0 FEET DEEP AT PROPERTY LINE UNLESS SHOWN OTHERWISE (SEE PLAN VIEW FOR SPECIAL INVERTS.)
8. ALL SANITARY HOUSE LEADS SHALL BE CONSTRUCTED OF SDR 23.5
9. ALL SANITARY LEADS SHALL HAVE SAND BACKFILL WHEN UNDER A PAVED AREA, OR WITHIN 3 FEET OF THE PAVED AREA (COMPACTED TO 95%)
10. THE CONTRACTOR SHALL WRAP ALL DUCTILE IRON WATER MAIN PIPE WITH POLYETHYLENE WRAP IN LIEU OF A POSITIVE SEALS TEST.

WATER MAIN CONSTRUCTION NOTES

1. CONTRACTOR SHALL RESTRAIN ALL THRUST IN THE SYSTEM BY THE USE OF THRUST BLOCKS AND/OR RESTRAINED JOINTS.
2. ALL HYDRANTS, TEES, VERTICAL OR HORIZONTAL BENDS AND FUTURE CONNECTIONS SHALL BE RESTRAINED. FLEXO LOCK GASKETS, RETAINER GLANDS OR THREADED FOOTINGS SHALL HAVE APPROVAL OF GOVERNING UNIT PRIOR TO BEING INCORPORATED INTO PROJECT CONSTRUCTION.
3. THE MINIMUM COVER OVER THE WATER MAIN SHALL BE MEASURED FROM THE FINISHED GRADE AT PLACE OF CONSTRUCTION.
4. CONTRACTOR SHALL DEFLECT PIPE HORIZONTALLY AND VERTICALLY TO ACHIEVE A SMOOTH TRANSITION.

NOTE:
ALL CONSTRUCTION SHALL CONFORM TO THE CURRENT STANDARDS AND SPECIFICATIONS OF ALL GOVERNING AGENCIES.
NOTE:
ALL WATERMAINS, SANITARY SEWERS, (AND LEADS) AND STORM SEWERS UNDER PROPOSED OR EXISTING PAVEMENT OR WITHIN 3 FT. OF PAVEMENT TO BE SAND BACKFILLED AND COMPACTED TO 95% OPTIMUM DENSITY (PROCTOR). ALSO ALL UTILITY CROSSINGS TO BE SAND BACKFILLED, SAND BACK-FILLING TO BE INCIDENTAL TO CONTRACT.
NOTE:
MINIMUM COVER OVER WATERMAINS SHALL BE 5.0 (5) FEET INCLUDING CROSSING THROUGH DITCH SECTIONS.



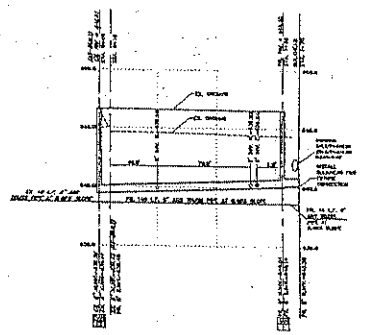


SANITARY SEWER QUANTITIES:

6" HDS SDR35 PIPE	= 162 L.F.
8" SDR 23.5 (DR)	= 165 L.F.
STANDARD MAN-HOLE	= 1 EACH

WATER MAIN QUANTITIES:

8" DUCTILE IRON WATER MAIN	= 165 L.F.
8" GATE VALVE & WELL	= 1 EACH
HYDRANT ASSEMBLY COMPLETE	= 1 EACH



SANITARY SEWER PROFILE
HORIZ. 1" = 50'
VERT. 1" = 5'

SANITARY SEWER BASIS OF DESIGN

POPULATION = 3 LOTS X 3 PEOPLE = 9 PEOPLE

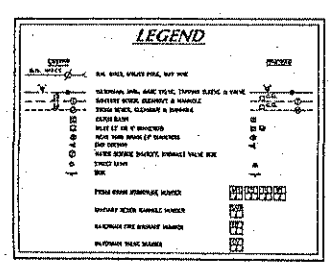
AVERAGE FLOW = (9 PEOPLE)(100 GPCD) / (86,400 SEC/DAY)(7.48 GAL/CF) = 0.0013 CFS

PEAKING FACTOR = 18 + √9 / 4 + √9 = 18.0000 / 4.0000 = 4.5000

PEAK FLOW = (900 GPD)(4.42) = 3978 GPD / (86,400 SEC/DAY)(7.48 GAL/CF) = 0.006 CFS

8" CAPACITY @ 0.40% = 0.75 CFS

LEGEND



OWNER/DEVELOPER
MR. FAZLULLAH M. KHAN
43979 SIDNEY LANE
STERLING HEIGHTS, MICHIGAN 48313
TEL: (810) 412-6611

JAMES D. MILLER
ENGINEER
NO. 36875

PEARL ESTATES SITE CONDOMINIUMS

FAZAL KHAN AND ASSOCIATES, INC.

SANITARY WATER MAIN

PROJECT NO.	01-1025
DATE	04-23-01
DRAWN BY	
CHECKED BY	FAZLULLAH M. KHAN
SCALE	1" = 50'
PRELIMINARY	
CONSTRUCTION	
SHEET NO.	4

City of Troy

October 2, 2002

TO: MAYOR AND MEMBERS OF CITY COUNCIL

FROM: LORI GRIGG BLUHM, CITY ATTORNEY LGB

RE: PROPOSED AMENDMENT TO CONSENT JUDGMENT

Attached please find a proposed amendment to the consent judgment in the *Meritor Automotive Inc. and Nelson Companies, Inc. v City of Troy* case.

David Nelson has requested a modification to allow for the placement of a second identification sign on the Maple Road frontage, at the intersection of Maple and South Maplelawn. Nelson is limited to an aggregate 300 square feet for these identification signs.

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

LGB/ps

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

MERITOR AUTOMOTIVE, INC.,
a Delaware corporaton, and THE NELSON
COMPANIES, INC., a Michigan corporation

Case No. 94-487484-CZ

v.

Honorable D. Langford Morris

CITY OF TROY, a Michigan
municipal corporation

Adam M. Fishkind (P56806)
DYKEMA GOSSETT PLLC
Attorneys for Plaintiff
Suite 300
39577 Woodward Avenue
Bloomfield Hills, Michigan 48304
(248) 203-0749

Lori Grigg Bluhm (P46908)
City Attorney
Attorney for City of Troy
500 West Big Beaver Road
Troy, Michigan 48084
Troy, Michigan 48084
(248) 524-3323

STIPULATION AND ORDER AMENDING CONSENT JUDGMENT

At a session of this Court, held in the City of Pontiac, County of Oakland, State of Michigan on _____, 2002

Present: Hon. _____
Circuit Court Judge

The parties, through their respective counsel, hereby Stipulate and Agree as follows:

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 which was amended by a certain stipulation and order amending consent judgment entered on March 26, 2002 (collectively, the "Consent Judgment");

WHEREAS, pursuant to the Consent Judgment, the parties agreed that Parcel A (as described in the Consent Judgment) may be developed, used and occupied for retail commercial development subject to the terms of the Consent Judgment;

WHEREAS, pursuant to the Consent Judgment, the parties agreed that Parcel B (as described in the Consent Judgment) may be developed, used and occupied for light industrial development and for research center uses subject to the terms of the Consent Judgment;

WHEREAS, as contemplated in the Consent Judgment, Nelson, through various affiliated entities acquired Parcel A and Parcel B from Meritor;

WHEREAS, Cambridge Crossings Shops #1, LLC ("Crossings Shops") acquired and developed Parcel A into a retail shopping center as permitted by the Consent Judgment;

WHEREAS, Cambridge Crossings Business #1, LLC ("Crossings Business") acquired and developed portions of Parcel B into the condominium known as the Business Park at Cambridge Crossings Condominium (the "Business Park").

WHEREAS, in connection with the development of Parcel A and Parcel B, Nelson, Crossings Shops and Crossings Business determined that it would be beneficial to such parcels, their tenants, occupants and customers to construct a new pylon sign to adequately identify the

retail shopping center located on Parcel A and business park located on Parcel B and the respective tenants and occupants thereof;

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 as amended by the Stipulation and Order Amending Consent Judgment dated March 26, 2002 is hereby amended as follows:

It is therefore ordered, adjudged, and declared as follows:

1. Amendment with Respect to Pylon Signs: Section 4.I. of the Consent Agreement is hereby deleted and replaced as follows:

(a) Two (2) pylon signs shall be permitted on the locations depicted on Exhibit "A" (attached hereto). These two (2) signs shall not exceed a total of three hundred (300) square feet in the aggregate.

(i) The entire pylon sign depicted on Exhibit "A" and labeled "Existing Pylon Sign A" shall consist of no more than one hundred fifty four (154) square feet. The Existing Pylon Sign A shall identify the name of the shopping center located on Parcel A, its major tenants and their corporate logos.

(ii) The entire pylon sign depicted on Exhibit "A" and labeled "Proposed Pylon Sign B" shall consist of no more than one hundred forty six (146) square feet. The Proposed Pylon Sign B may identify the name of the shopping center located on Parcel A, three of its major tenants and their corporate logos, the name of the hotel located on Parcel B and its corporate logo, the name of the business park located on Parcel B, and its occupants. At the bottom of the Proposed Pylon Sign B the addresses of the buildings served by the entrance where the sign will be located shall be identified. The Proposed Pylon Sign B shall be substantially similar to the rendering attached hereto as Exhibit "B".

(b) Except as specifically provided in the Consent Judgment as amended Nelson, Crossings Shops, Crossings Business, and their successor, assigns and tenants shall comply with Chapter 78 of the Troy City Code.

2. Except as specifically provided in this Stipulation and Order Amending Consent Judgment, the Consent Judgment shall otherwise remain in full force and effect and without modification.

APPROVED AS TO FORM AND CONTENT:

CAMBRIDGE CROSSINGS SHOPS #1, LLC

By: _____
Name: _____
Its: _____

CITY OF TROY

By: _____
Matt Pryor, Mayor

By: _____
Tonni Bartholomew, City Clerk

CAMBRIDGE CROSSINGS BUSINESS #1, LLC

By: _____
Name: _____
Its: _____

THE NELSON COMPANIES

By: _____
Name: _____
Its: _____

IT IS SO ORDERED:

_____
Circuit Court Judge

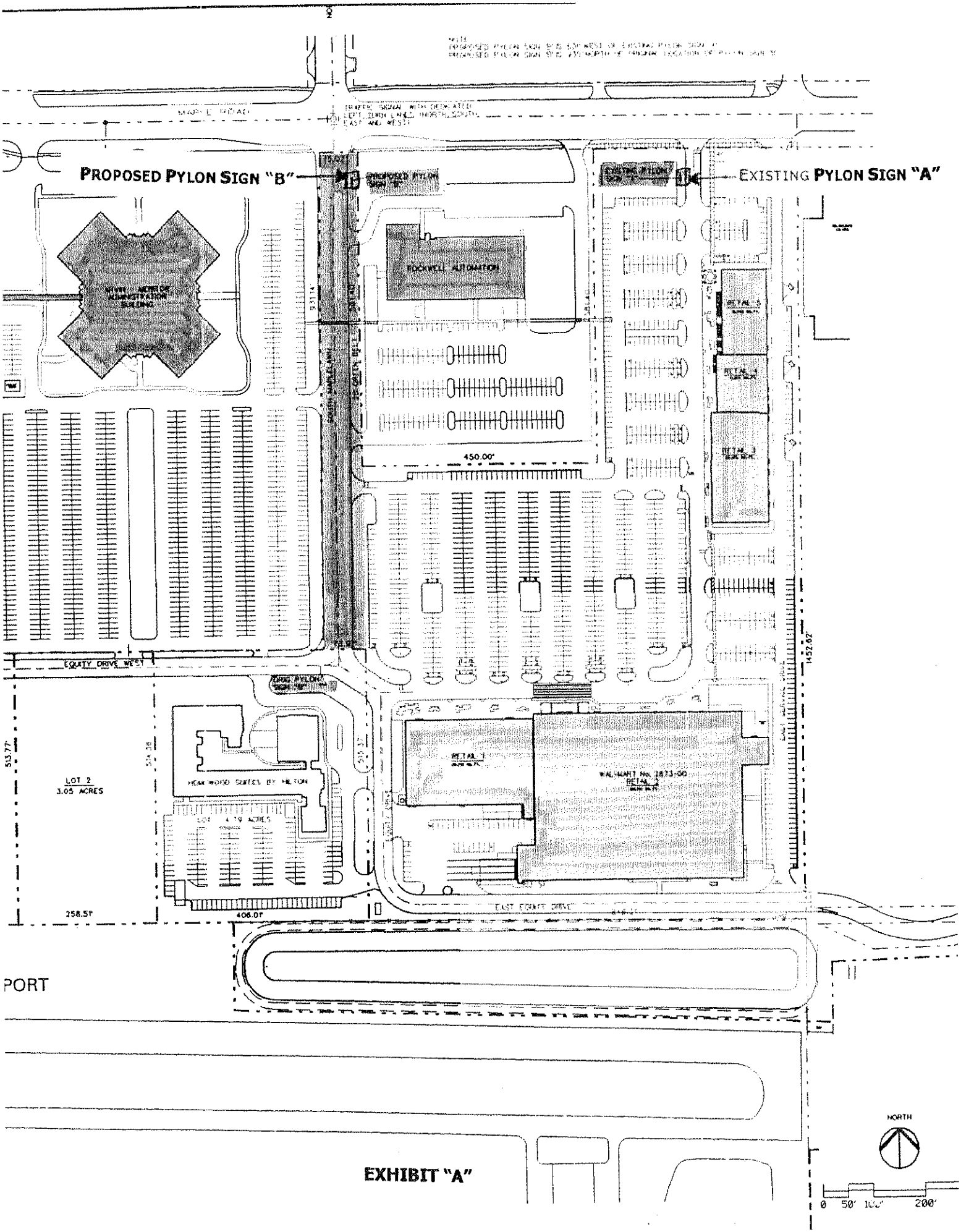
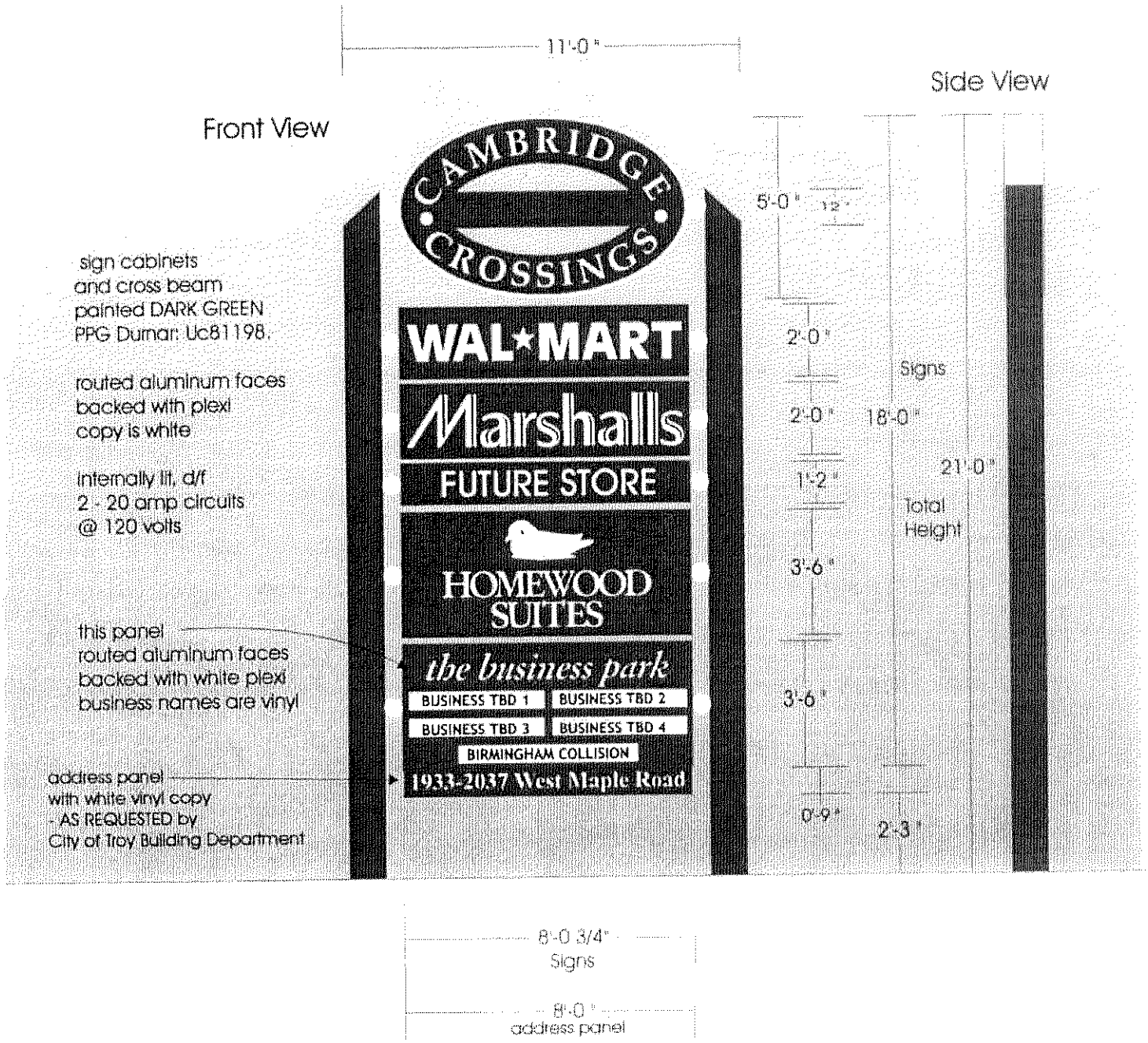

PROPOSED PYLON SIGN "B"
EXISTING PYLON SIGN "A"
ROCKWELL AUTOMATION
450.00'
EQUITY DRIVE WEST
LOT 2
3.05 ACRES
258.51'
406.01'
513.77'
1452.62'
EAST FRONT DRIVE
PORT
NORTH
0 50' 100' 200'

EXHIBIT "A"

18' x 8'-3/4" = 145.125 sq. ft.



H·U·R·O·N S·I·G·N·Co

653 S. Mansfield P.O. Box 980423 Ypsilanti, MI 48198-0423
PHONE 734-483-2000 1-800-783-0100 FAX 734-483-5164

Customer/project: The Nelson Companies/ Cambridge Crossings
location: West Maple Rd., Troy, MI
Salesperson: Pam Tinsley Drawn by: djg
Date: 2/13/2002 Revision: /
Files: cambridge crossings 2544.cdr marshalls.ts walmart.ts
Scale: 1/4" = 1'-0" Job# 2544

EXHIBIT "B"

City of Troy

October 3, 2002

TO: MAYOR AND MEMBERS OF CITY COUNCIL

FROM: LORI GRIGG BLUHM, CITY ATTORNEY

RE: PROPOSED REVISION TO SENATE BILL #3 RESOLUTION OF AUGUST 5, 2002

As you are aware, the August 5, 2002 City of Troy City Council resolution concerning Senate Bill #3 was the subject of a special SOCRRA meeting. Prior to the meeting, our office received comments from some of the attorneys representing other municipalities. In addition, the lobbyists for SOCRRA, Dykema Gossett also provided an analysis of Senate Bill #3 and Troy's resolution. Copies of the entire SOCRRA special meeting are attached for your review. A copy of the distribution check, which was received on that day, is also included.

As a result of some of this feedback, the Troy City Council may desire to make some revisions to the August 5, 2002 resolution. I have attempted to incorporate the feedback from others into the proposed resolution. Where there was a difference of opinion, I have attempted to address this by providing alternate paragraphs for your consideration.

I am happy to address any questions or suggestions that you have at the meeting or prior to the meeting.

LGB/ps

SENATE BILL 3- RED LINED PROPOSED RESOLUTION FOR OCTOBER 7, 2002 MEETING

WHEREAS, Michigan Public Act 179 of 1947 as amended (Mich. Comp. Laws 123.301 et. seq) provides for the formulation of municipal authorities for the collection or disposal of garbage or rubbish or dog pounds, but fails to provide provisions for members to withdraw or for the dissolution of these authorities; and

WHEREAS, Both the Michigan Senate version of Senate Bill 3 (S-7) and the Michigan House of Representatives Committee substitute version of Senate Bill 3 (H-2) attempt to address these omissions and seek to institute a procedure for a municipality to withdraw from these authorities or for the dissolution of these authorities; and

WHEREAS, Both S-7 and H-2 give municipalities the ability to withdraw from these authorities, to dissolve the authorities or to re-combine with other municipalities in a new authority; and

WHEREAS, S-7 and H-2 provide additional options for Municipal members and their constituents, which could result in increased competition. Historically, increased competition leads to better services and/or contracts that save the taxpayers money; and

WHEREAS, the Troy City Council has previously discussed this matter, and issued a resolution on August 5, 2002 (Resolution #2002-080451), but after receiving input from interested persons, has found it necessary to revise the earlier resolution.

NOW THEREFORE, BE IT RESOLVED, That the City of Troy strongly supports the passage of H-2, the Michigan House of Representatives substitute bill for Senate Bill 3, with the following changes:

A. Section (1)- The effective date of the amendatory act should necessarily be updated, and could allow for an immediate effective date or an effective date ~~-~~90 days after enactment.

B. Section (1)- The requirement for "all members" to approve new or extended contracts or bonds should be deleted or ~~be modified to require a "super majority" approval.~~ should otherwise be limited to all members bound by the most recent authority membership contract.

Alternate B- Suggested language could read as follows:

After the effective date of the 2002 amendatory act that added this section, a qualified authority shall not enter into or extend any contract (excluding a membership contract), obligation, bond, or note that has,

or as extended would have, a termination date after the termination date of the Authority's most recently approved membership contract under Section (5)(1), unless the contract, obligation, bond, or note or extension is approved by all members bound by the membership contract.

C. Section (2)- The bill should explicitly provide for the a right of first refusal (within 45 or 90 days) for a new authority which has a majority of the number of members as a dissolving authority. This right of first refusal should be prior to the right of first refusal for the host communities. ~~transfer of any assets to a new authority prior to the sale of authority assets.~~

D. Section (2)- The right of first refusal to purchase assets should require a price that is at the highest offer for the property, to insure a true arms length transaction.

Alternate D- This section of the resolution should be deleted.

E. Section (3)(A) and (6)(A)- The bill should be modified to delete the requirement of a resolution stating that "the authority is no longer effectively serving the public good for which it was created." Instead, resolutions from each withdrawing community should state that the authority is no longer effectively serving the community's needs or requirements.

Alternate E- The bill should also expressly prohibit withdrawals if the authority has outstanding revenue bonds. Only members who are subject to the current membership contract will have the right to withdrawal by passing a resolution stating that "the authority is no longer effectively serving our community's needs or requirements."

F. Section (4) and Section (5)- The bill should explicitly define the term "negative equity~~.~~" And "positive equity."

Alternate F: Section (4) - These sections should be deleted from the resolution, since equity is defined in the legislation, and the definition of negative equity and positive equity would therefore also be understood.

G. Section (4)- Although the bond provision is a favorable addition, ~~in light of the problems in paying negative equity within a sixty day time period~~, if a bond is not available or desired, the withdrawing member ~~negative equity~~ should be required to ~~be paid~~ pay its negative equity within 90 or 60 days after the authority has completed a full accounting

of the assets and liabilities of the authority at the time of the withdrawal. ~~during the pendency of the contract~~. Allowing the payment of negative equity to be paid thirty days after the expiration of the contract may jeopardize the remaining consortium.

Alternate G: Section (4)- The withdrawing member's delayed payment option for its negative equity, if any, should be paid no later than the expiration of the current member agreement.

H. Section 4 (A) and (9)(B)- The term "subsequently" should be removed from ~~this~~ these sections to insure that each member is responsible for all environmental liabilities incurred as a result of the member's disposal to the authority. In addition, the definition of environmental liabilities should be expanded to include any environmental liabilities as declared by the State of Michigan Department of Environmental Quality and Department of Natural Resources and/or the federal Environmental Protection Agency.

I. Section 4 (B)- The bill should require that if the withdraw of any member causes a breach of the current contract, then the withdrawing member assumes liability for the extra costs incurred by the authority for the breach.

Alternate I- The bill should prohibit the withdrawal of a member if the withdrawal would impair vested rights or the obligation of authority contracts.

J. Section 4 (B)- The bill should delete the word "solely" from this section, so that if two members withdraw simultaneously and cause a breach of contract, then each member that contributes to the breach of contract is liable.

K. ~~Section (5)- The bill should explicitly define the term "positive equity," and insure that the obligations of any member can be offset against the payment of positive equity~~. (Consolidated with Section F)

L. Section (5)- The bill should clarify that if an authority's assets would need to be liquidated to satisfy the payments of positive equity to withdrawing members, then said liquidation would not be necessary until the expiration of the last contract of the authority.

~~M.Section (6) (A)- The phrase "the authority is no longer effectively serving the public good for which it was created" should be modified.~~ (Consolidated with Section E)

~~N.~~M. Section (7)- ~~This provision should explicitly include the mechanism for dissolving an existing authority and re-creating a new authority. Details regarding the transfer of accounts, assets, liabilities, employee contracts, vested or accrued employee benefits should be included.~~

Alternate M- Section (7) should be clarified to state that the assignment of authority contracts to any new authority (as created under section 10) is not precluded, provided the new authority accepts such assignments and agrees to perform all obligations of the contract(s). There should also be clarification that required environmental activities must necessarily occur after the dissolution of the authority.

~~O.~~N. Section (8)- The word "immediately" should be deleted from this section, since dissolution of an authority may require the liquidation of assets. In addition, there may be pending lawsuits or arbitration matters, which should not be prematurely settled.

Alternate N- Section (8) should not preclude former members from establishing a fund from their distribution of "positive equity" to provide for the subsequent defense and management of contingent liabilities of the dissolved authority (including future environmental obligations) and for the payment of any awards and costs attributable thereto. Section (8) should also be clarified to prevent a former member which has received its fair share of the "positive equity" upon withdraw from the authority from receiving any additional equity settlement upon dissolution of the authority.

~~P. Section (9)- The word "subsequently" should be deleted from this section.~~ (Consolidated with Section H)

~~Q.~~O. Section (9)- There should be some provision specifying who is responsible for managing the environmental liabilities after the dissolution of an authority. The provision may also include provisions to insure payment for the management of any environmental liabilities after dissolution.

~~R.~~P. ~~Section (10)- The details of the incorporation of a new authority, and the transfer of assets and/or liabilities, should be included in this legislation.~~ (Consolidated with Section C)

~~S.~~Q. Section (12)(G)- The term "impairment of contract" should not be limited to only defaults that lead to money damages, since all breaches of contract would technically qualify. The term "impairment of

contract" should protect those members who are forced to pay monetary damages for the breach of a contract that is not due to their own actions.

~~T.~~R. Section (12)(I)- A mathematical formula for determining the "member's fair share" should be explicit. There have already been three formulas set forth to determine a "member's fair share."

Alternate R- This section should be deleted, since "member's fair share, and members (includes members not currently bound by membership contract) are understood by all.

~~U.~~S. Section (12)(K)- The term "qualified authority" should be re-defined to reduce the membership from the required ten or more members and the required population of 250,000 or more.

Alternate S- This section should be deleted, since this is a provision that if included, would probably result in the defeat of the proposed legislation. There would be a Pandora's Box effect towards other cooperative authorities in the State of Michigan.

BE IT FURTHER RESOLVED, That the City of Troy City Council instructs its representatives to the Southeastern Oakland County Resource Recovery Authority (SOCRRA) to introduce and/or support a resolution requesting SOCRRA to support H-2 with the changes enumerated above, and to direct any authorized lobbying activity to be consistent with this resolution.

BE IT FURTHER RESOLVED, That City of Troy Council Resolution #2000-505 and Troy City Council Resolution # 2002-08-451 are~~is~~ repealed in ~~its~~ their entirety.

BE IT FINALLY RESOLVED, That the City Clerk send a copy of this Resolution to State Senator Shirley Johnson, Representatives David Woodward, John Pappageorge and Robert Gosselin, Governor John Engler, members of the Michigan State Senate, members of the Michigan House of Representatives, the Michigan Municipal League, SOCRRA General Manager Jeffrey McKeen, the Oakland County Board of Commissioners, the elected officials and city managers for each of the SOCRRA communities.

47354

Your Invoice Number	Invoice Date	Invoice Amount	Amount Paid	Discount Taken	Net Check Amount
009852 Refund	9/20/2002	205650.00	205650.00	0.00	205650.00

Southeastern Oakland County Resource Recovery Authority 3910 W. Webster Road, Royal Oak, Michigan 48073-6764

THIS CHECK HAS VARIOUS SECURITY FEATURES INCLUDING COLORED BACKGROUND, MICROPRINTING, AND WATERMARK

Southeastern Oakland County Resource Recovery Authority
Operation & Maintenance Fund
3910 W. Webster Road
Royal Oak, Michigan 48073-6764

Comerica Bank Detroit, Michigan 9-9/720

47354

Check Date	Control Number	Amount
09/20/2002	047354	$*****205650.00

PAY Two Hundred Five Thousand Six Hundred Fifty and 00/100 ---------- US DOLL

TO THE ORDER OF
The City of Troy
500 W Big Beaver
Troy, MI 48084-5285

MP

MP

⑈047354⑈ ⑆072000096⑆ 110100504⑈

September 17, 2002

Board of Trustees
Southeastern Oakland County Resource Recovery Authority

Subject: Senate Bill 3

Board Members:

Attached please find the following documents:

1. A letter dated 9/18/02 to the SOCRRA Members from Lori Grigg Bluhm, Troy City Attorney. This letter gives further background on the changes to Senate Bill 3 proposed by the Troy City Council and suggests some additional changes that are being considered by Troy. Attached to this letter is the original resolution passed by the Troy City Council on August 5, 2002 and the House Substitute for Senate Bill No. 3.

2. A letter dated 9/18/02 from Dykema Gossett summarizing their opinion of the changes to Senate Bill No. 3 proposed by the Troy City Council on August 5, 2002.

The Authority staff has reviewed the current version of Senate Bill 3, the changes that were proposed by the Troy City Council, the 9/18/02 memo from Lori Grigg Bluhm, and the comments from Dykema Gossett. Overall, the changes proposed by Troy make Senate Bill 3 much better. However, the analysis by Dykema Gossett suggests that additional changes will be required to make this bill a better law. It is also my opinion that there are several suggestions made by Troy that need to be more explicitly defined in order to be submitted to the State Legislature. It would be imprudent to submit these changes to the Legislature without further defining several sections of Troy's comments.

Therefore, the recommendation of the staff is as follows:

1. Allow each member community the opportunity to review the attached documents and to submit comments to the Authority staff by September 30, 2002.
2. The Authority staff will review all of the comments received and will develop a document that summarizes both the areas of agreement and the areas of disagreement. In areas of disagreement, the Authority staff will provide their recommended opinion.
3. The summary document will be included in the agenda package for the October meeting, which will be distributed on October 4, 2002.
4. The summary document will be reviewed by the board at the October 10, 2002 board meeting.

I continue to believe that we should also strive for Articles of Incorporation changes that address the issues that are addressed by Senate Bill 3. This will be especially true if no action is taken during this legislative session on Senate Bill 3. The summary document identified above could also serve as the basis to begin discussion of Articles of Incorporation changes.

Respectfully Submitted,

Jeffrey A. McKeen /LSL

Jeffrey A. McKeen, P.E.
General Manager

Suggested Resolution: "That the Authority staff be directed to compile a document summarizing the areas of agreement and disagreement of the member communities with the changes to Senate Bill 3 proposed by Troy. This document should be completed for discussion at the October 10, 2002 SOCRRA Board meeting."

9/18/2002

TO: MEMBERS OF SOCRRA

FROM: LORI GRIGG BLUHM, TROY CITY ATTORNEY

RE: SENATE BILL 3

On August 5, the Troy City Council passed the attached resolution supporting Senate Bill 3, with modifications. This resolution was immediately forwarded to all SOCRRA communities, with a courtesy copy provided to legal counsel for the communities. At the direction of the Troy City Council, I met with representatives from a couple of the communities, and discussed in depth the proposed modifications to Senate Bill 3. As a result of that meeting, there were some revisions that warranted further consideration. Although it was my intention to present these suggested revisions to the Troy City Council prior to a formal presentation to SOCRRA, the scheduled SOCRRA special meeting for September 20, 2002 precludes this opportunity. However, the suggested modifications may be helpful in your deliberations. These suggested modifications are identified below in bold italics.

The City of Troy's resolution addressed only the House Committee on Local Government and Urban Affairs substitute version of Senate Bill 3, (H-2, attached), which was referred to a second reading on December 11, 2001. Troy has recommended the following modifications prior to final action in the House of Representatives:

A. Section (1)- The effective date of the amendatory act should necessarily be updated. ***This will automatically be updated.***

B. Section (1)- The requirement for "all members" to approve new or extended contracts or bonds should be modified to require a "super majority" approval. ***One of the goals of the proposed modification is to prohibit communities that are technically SOCRRA members but are not bound by the membership contract (which expires in 2007) from having the power to object to a contract extension beyond 2007. Therefore, the language of Section (1) could be amended as follows: After the effective date of the 2002 amendatory act that added this section, a qualified authority shall not enter into or extend any contract, (excluding a membership contract), obligation, bond, or note or note that has, or as extended would have, a termination date after the termination date of the Authority's most recently approved membership contract under Section 5(1), unless the contract, obligation, bond, or note or extension thereof, is approved by all members bound by the membership contract.*** (Proposed additions are underlined).

C. Section (2)- The bill should explicitly provide for the transfer of any assets to a new authority prior to the sale of authority assets. ***Although Senate Bill 3 allows for the creation of a new authority after dissolution of SOCRRA, there is nothing that creates the right of first refusal for the newly created authority. It could be difficult for a newly created authority to obtain replacement property if Troy and/or Madison Heights exercised their first option to purchase the real property. Therefore, the language could be amended to include a right of first refusal for a newly formed authority that had some members and/or a majority of members from the dissolved authority.***

D. Section (2)-The right of first refusal to purchase assets should require a price that is at the highest offer for the property, to insure a true arms length transaction. ***Troy was concerned that the allowance to purchase the property at a price equal to the lesser of the current market value or the highest price offered would not insure a true arms length transaction.***

E. Section (3)(A)- The bill should be modified to delete the requirement of a resolution stating that "the authority is no longer effectively serving the public good for which it was created." Instead, resolutions from each withdrawing community should state that the authority is no longer effectively serving the community's needs or requirements. ***Article III of the SOCRRA Articles of Incorporation provides that "The purpose of this Authority is the collection and/or disposal of garbage and rubbish," and therefore it would be disingenuous to pass such a resolution unless the trash hauling contracts expire.***

F. Section (4)- The bill should explicitly define the term "negative equity". ***"Equity" is explicitly defined in the proposed legislation, and therefore "negative equity" may not need to be included if the common meaning is intended.***

G. Section (4)- Although the bond provision is a favorable addition, in light of the problems in paying negative equity within a sixty day time period, the negative equity should be required to be paid during the pendency of the contract. Allowing the payment of negative equity to be paid thirty days after the expiration of the contract may jeopardize the remaining consortium. ***One recommended revision would be to modify the mandate of payment after the termination of the contract, and to require payment during the contract if the resources are available.***

H. Section (4) (A)- The term "subsequently" should be removed from this section to insure that each member is responsible for all environmental liabilities incurred as a result of the member's disposal to the authority. ***Troy was concerned about preserving the liability for***

environmental contamination that occurred prior to the withdrawal, but was not discovered until after the withdrawal.

I. Section 4 (B)- The bill should require that if the withdraw of any member causes a breach of the current contract, then the withdrawing member assumes liability for the extra costs incurred by the authority for the breach. ***One suggested revision is to delete the phrase "and are necessary to prevent an impairment of the contract" from this provision. It was also recommended that the language could be stronger in stating that no withdrawal will be permitted if it would cause non-monetary damages.***

J. Section 4 (B)- The bill should delete the word "solely" from this section, so that if two members withdraw simultaneously and cause a breach of contract, then each member that contributes to the breach of contract is liable. ***Proposed revision to 4 (B) (including the revision suggested in paragraph I): The Member's payment of any money damages, owed on account of its or the authority's default under a contract under section 6 if the default and damages result directly ~~and solely~~ from the member's withdrawal ~~and are necessary to prevent an impairment of the contract.~~***

K. Section (5)- The bill should explicitly define the term "positive equity", and insure that the obligations of any member can be offset against the payment of positive equity. ***Please see paragraph F.***

L. Section (5)- The bill should clarify that if an authority's assets would need to be liquidated to satisfy the payments of positive equity to withdrawing members, then said liquidation would not be necessary until the expiration of the last contract of the authority. ***Troy was concerned that real property (transfer stations) would need to be sold to make positive equity payments.***

M. Section (6)(A)- The phrase "the authority is no longer effectively serving the public good for which it was created" should be modified. ***Please see paragraph E.***

N. Section (7)- This provision should explicitly include the mechanism for dissolving an existing authority and re-creating a new authority. Details regarding the transfer of accounts, assets, liabilities, employee contracts, vested or accrued employee benefits should be included. ***A suggested revision would be to provide an option for a transfer of existing contracts to a new authority, created under section 10, which has some and/or all of the current members of SOCRRA.***

O. Section (8)- The word "immediately" should be deleted from this section, since dissolution of an authority may require the liquidation of assets. In addition, there may be pending lawsuits or arbitration matters, which should not be prematurely settled. ***There should be***

some security provided to satisfy future liabilities caused by pending lawsuits or arbitrations without requiring premature settlement.

P. Section (9)- The word "subsequently" should be deleted from this section. ***Please see paragraph H.***

Q. Section (9)- There should be some provision specifying who is responsible for managing the environmental liabilities after the dissolution of an authority. The provision may also include provisions to insure payment for the management of any environmental liabilities after dissolution. ***A suggestion would be to include the ability to enter into an agreement with a manager to act as the required liaison to MDEQ and to meet all mandates for environmental clean up.***

R. Section (10)- The details of the incorporation of a new authority, and the transfer of assets and/or liabilities, should be included in this legislation. ***Please see paragraphs C & N.***

S. Section (12)(G)- The term "impairment of contract" should not be limited to only defaults that lead to money damages, since all breaches of contract would technically qualify. The term "impairment of contract" should protect those members who are forced to pay monetary damages for the breach of a contract that is not due to their own actions. ***A proposed revision may be to delete the phrase "that cannot be cured by the payment of monetary damages".***

T. Section (12)(I)- A mathematical formula for determining the "member's fair share" should be explicit. There have already been three formulas set forth to determine a "member's fair share". ***If the historical contribution of all members (including former members) is controlling, then the statute should so indicate.***

U. Section (12)(K)- The term "qualified authority" should be re-defined to reduce the membership from the required ten or more members and the required population of 250,000 or more. ***This is a provision that if included, would probably result in the defeat of the proposed legislation. Due to the Pandora's Box effect towards other cooperative authorities in the State of Michigan, it is suggested that it be removed from any resolution supported by SOCRRA.***

I will be present at the Special SOCRRA meeting to provide further details if requested.

City of Troy

500 West Big Beaver
Troy, Michigan 48084
Fax: (248) 524-0851
www.ci.troy.mi.us

Area code (248)

Assessing
524-3311

Bldg. Inspections
524-3344

Bldg. Maintenance
524-3368

City Clerk
524-3316

City Manager
524-3330

Community Affairs
524-1147

Engineering
524-3383

Finance
524-3411

Fire-Administration
524-3419

Human Resources
524-3339

Information Services
619-7279

Law
524-3320

Library
524-3545

Parks & Recreation
524-3484

Planning
524-3364

Police-Administration
524-3443

Public Works
524-3370

Purchasing
524-3338

Real Estate & Development
524-3498

Treasurer
524-3334

General Information
524-3300

CITY OF TROY
OAKLAND COUNTY, MICHIGAN

RESOLUTION

At a Regular meeting of the Troy City Council held on Monday, August 5, 2002, the following Resolution was passed:

Senate Bill Number 3

Vote on Amended Resolution

Resolution #2002-08-451
Moved by Eisenbacher
Seconded by Howrylak

WHEREAS, Michigan Public Act 179 of 1947 as amended (Mich. Comp. Laws 123.301 et. seq) provides for the formation of municipal authorities for the collection or disposal of garbage or rubbish or dog pounds, but fails to provide provisions for members to withdraw or for the dissolution of these authorities; and

WHEREAS, Both the Michigan Senate version of Senate Bill 3 (S-7) and the Michigan House of Representatives Committee substitute version of Senate Bill 3 (H-2) attempt to address these omissions and seek to institute a procedure for a municipality to withdraw from these authorities or for the dissolution of these authorities and

WHEREAS, Both S-7 and H-2 give municipalities the ability to withdraw from these authorities, to dissolve the authorities or to re-combine with other municipalities in a new authority; and

WHEREAS, S-7 and H-2 provide additional options for Municipal members and their constituents, which could result in increased competition. Historically, increased competition leads to better services and/or contracts that save the taxpayers money.

NOW, THEREFORE, BE IT RESOLVED, That the City of Troy strongly supports the passage of H-2, the Michigan House of Representatives substitute bill for Senate Bill 3, with the following changes:

A. Section (1)- The effective date of the amendatory act should necessarily be updated.
B. Section (1)- The requirement for "all members" to approve new or extended contracts or bonds should be modified to require a "super majority" approval.
C. Section (2)- The bill should explicitly provide for the transfer of any assets to a new authority prior to the sale of authority assets.
D. Section (2)- The right of first refusal to purchase assets should require a price that is at the highest offer for the property, to insure a true arms length transaction.
E. Section (3)(A)- The bill should be modified to delete the requirement of a resolution stating that "the authority is no longer effectively serving the public good for which it was created." Instead, resolutions from each withdrawing community should state that the authority is no longer effectively serving the community's needs or requirements.
F. Section (4)- The bill should explicitly define the term "negative equity".
G. Section (4)- Although the bond provision is a favorable addition, in light of the problems in paying negative equity within a sixty day time period, the negative equity should be required to be paid during the pendency of the contract. Allowing the payment of negative equity to be paid thirty days after the expiration of the contract may jeopardize the remaining consortium.
H. Section 4 (A)- The term "subsequently" should be removed from this section to insure that each member is responsible for all environmental liabilities incurred as a result of the member's disposal to the authority.
I. Section 4 (B)- The bill should require that if the withdraw of any member causes a breach of the current contract, then the withdrawing member assumes liability for the extra costs incurred by the authority for the breach.
J. Section 4 (B)- The bill should delete the word "solely" from this section, so that if two members withdraw simultaneously and cause a breach of contract, then each member that contributes to the breach of contract is liable.
K. Section (5) - The bill should explicitly define the term "positive equity", and insure that the obligations of any member can be offset against the payment of positive equity.
L. Section (5)- The bill should clarify that if an authority's assets would need to be liquidated to satisfy the payments of positive equity to withdrawing members, then said liquidation would not be necessary until the expiration of the last contract of the authority.

M. Section (6) (A)- The phrase "the authority is no longer effectively serving the public good for which it was created" should be modified.
N. Section (7)-This provision should explicitly include the mechanism for dissolving an existing authority and re-creating a new authority. Details regarding the transfer of accounts, assets, liabilities, employee contracts, vested or accrued employee benefits should be included.
O. Section (8)- The word "immediately" should be deleted from this section, since dissolution of an authority may require the liquidation of assets. In addition, there may be pending lawsuits or arbitration matters, which should not be prematurely settled.
P. Section (9)- The word "subsequently" should be deleted from this section.
Q. Section (9)- There should be some provision specifying who is responsible for managing the environmental liabilities after the dissolution of an authority. The provision may also include provisions to insure payment for the management of any environmental liabilities after dissolution.
R. Section (10)- The details of the incorporation of a new authority, and the transfer of assets and/or liabilities, should be included in this legislation.
S. Section (12)(G)- The term "impairment of contract" should not be limited to only defaults that lead to money damages, since all breaches of contract would technically qualify. The term "impairment of contract" should protect those members who are forced to pay monetary damages for the breach of a contract that is not due to their own actions.
T. Section (12)(I)- A mathematical formula for determining the "member's fair share" should be explicit. There have already been three formulas set forth to determine a "member's fair share".
U. Section (12)(K)- The term "qualified authority" should be re-defined to reduce the membership from the required ten or more members and the required population of 250,000 or more.

BE IT FURTHER RESOLVED, That the City of Troy City Council instructs its representatives to the Southeastern Oakland County Resource Recovery Authority (SOCRRA) to introduce and/or support a resolution requesting SOCRRA to support H-2 with the changes enumerated above, and to direct any authorized lobbying activity to be consistent with this resolution.

BE IT FURTHER RESOLVED, That City of Troy Council Resolution #2000-505 is repealed in its entirety.

BE IT FINALLY RESOLVED, That the City Clerk send a copy of this Resolution to State Senator Shirley Johnson, Representatives David Woodward, John Pappageorge and Robert Gosselin, Governor John Engler, members of the Michigan State Senate, members of the Michigan House of Representatives, the Michigan Municipal League, SOCRRA General Manager Jeffrey McKeen, the Oakland County Board of Commissioners, the elected officials and city managers for each of the SOCRRA communities.

Yes: Beltramini, Broomfield, Eisenbacher, Howrylak, Lambert Pallotta, Pryor

I, Barbara A. Holmes, duly appointed Deputy Clerk of the City of Troy, do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Troy City Council at a Regular Meeting duly called and held on Monday, the Fifth day of August, 2002.

Barbara A. Holmes

Barbara A. Holmes, CMC
Deputy City Clerk

HOUSE SUBSTITUTE FOR

SENATE BILL NO. 3

A bill to amend 1947 PA 179, entitled

"An act to provide for the incorporation of certain municipal authorities for the collection or disposal, or both, of garbage or rubbish, or both, and for the operation of a dog pound; and to prescribe the powers, rights and duties thereof,"

(MCL 123.301 to 123.310) by adding section 11.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

1 SEC. 11. (1) AFTER THE EFFECTIVE DATE OF THE 2001 AMENDA-
2 TORY ACT THAT ADDED THIS SECTION, A QUALIFIED AUTHORITY SHALL NOT
3 ENTER INTO OR EXTEND ANY CONTRACT, OBLIGATION, BOND, OR NOTE THAT
4 HAS, OR AS EXTENDED WOULD HAVE, A TERMINATION DATE AFTER THE TER-
5 MINATION DATE OF THE AUTHORITY'S MOST RECENTLY APPROVED CONTRACT
6 UNDER SECTION 5(1), UNLESS THE CONTRACT, OBLIGATION, BOND, OR
7 NOTE OR EXTENSION THEREOF, IS APPROVED BY ALL MEMBERS.
8 (2) WITHIN 90 DAYS AFTER A QUALIFIED AUTHORITY DECIDES TO
9 SELL OR TRANSFER REAL PROPERTY LOCATED WITHIN THE TERRITORY OF A

1 MEMBER OR FORMER MEMBER, THE MEMBER OR FORMER MEMBER MAY EXERCISE
2 THE RIGHT OF FIRST REFUSAL TO PURCHASE THE REAL PROPERTY AT A
3 PRICE EQUAL TO THE LESSER OF THE REAL PROPERTY'S CURRENT MARKET
4 VALUE OR THE HIGHEST PRICE OFFERED FOR THE REAL PROPERTY IN AN
5 ARM'S LENGTH, BONA FIDE OFFER BY A THIRD PARTY. THE CURRENT
6 MARKET VALUE OF SUCH REAL PROPERTY SHALL BE DETERMINED BY AN
7 APPRAISER ACCEPTABLE TO THE AUTHORITY AND THE INTERESTED MEMBER.
8 ANY DISPUTE REGARDING A DETERMINATION OF CURRENT MARKET VALUE
9 SHALL BE RESOLVED BY INDEPENDENT ARBITRATION.
10 (3) UNLESS ITS WITHDRAWAL WOULD CAUSE AN IMPAIRMENT OF AN
11 AUTHORITY CONTRACT UNDER SECTION 6, A MEMBER MAY WITHDRAW FROM A
12 QUALIFIED AUTHORITY IF ALL OF THE FOLLOWING REQUIREMENTS ARE
13 MET:
14 (A) THE LEGISLATIVE BODY OF THE MEMBER ADOPTS A RESOLUTION
15 STATING THAT THE AUTHORITY IS NO LONGER EFFECTIVELY SERVING THE
16 PUBLIC GOOD FOR WHICH IT WAS CREATED AND DECLARING ITS DECISION
17 TO WITHDRAW FROM THE AUTHORITY ON A DATE SPECIFIED IN THE
18 RESOLUTION.
19 (B) THE WITHDRAWAL DATE SPECIFIED IN THE RESOLUTION UNDER
20 SUBDIVISION (A) IS NOT EITHER OF THE FOLLOWING:
21 (*i*) LESS THAN 60 DAYS AFTER THE DATE THE RESOLUTION IS
22 ADOPTED.
23 (*ii*) WITHIN 1 YEAR BEFORE THE TERMINATION DATE OF THE
24 AUTHORITY'S MOST RECENTLY APPROVED CONTRACT UNDER SECTION 5(1)
25 UNLESS THE FILINGS REQUIRED BY SUBDIVISION (C) ARE MADE MORE THAN
26 1 YEAR BEFORE THE SPECIFIED WITHDRAWAL DATE.

1 (C) THE CLERK OF THE MEMBER PROMPTLY FILES A CERTIFIED COPY
2 OF THE RESOLUTION ADOPTED UNDER SUBDIVISION (A) WITH THE
3 AUTHORITY AND THE SECRETARY OF STATE.
4 (4) BY THE WITHDRAWAL DATE, THE WITHDRAWING MEMBER, AT ITS
5 OPTION, EITHER SHALL PAY TO THE AUTHORITY THE AMOUNT OF THE WITH-
6 DRAWING MEMBER'S FAIR SHARE OF THE NEGATIVE EQUITY OF THE AUTHOR-
7 ITY, IF ANY, DETERMINED AS OF THE WITHDRAWAL DATE, OR SHALL PRO-
8 VIDE THE AUTHORITY WITH A BOND OR OTHER INDEPENDENT, INSURED
9 GUARANTEE THAT ANY SUCH AMOUNT WILL BE PAID NOT LATER THAN 30
10 DAYS AFTER THE EXPIRATION DATE OF THE AUTHORITY'S MOST RECENTLY
11 APPROVED CONTRACT UNDER SECTION 5(1). THIS SUBSECTION DOES NOT
12 RELIEVE THE WITHDRAWING MEMBER FROM EITHER OF THE FOLLOWING:
13 (A) THE MEMBER'S FAIR SHARE OF ANY OBLIGATION TO REIMBURSE
14 THE AUTHORITY FOLLOWING THE MEMBER'S WITHDRAWAL FOR ANY ENVIRON-
15 MENTAL LIABILITIES SUBSEQUENTLY INCURRED BY THE AUTHORITY, TO THE
16 EXTENT THAT THE ENVIRONMENTAL LIABILITIES RESULT FROM THE
17 AUTHORITY'S DISPOSAL OF THE WITHDRAWN FORMER MEMBER'S MUNICIPAL
18 SOLID WASTE, RECYCLABLE MATERIALS, OR YARD WASTE.
19 (B) THE MEMBER'S PAYMENT OF ANY MONEY DAMAGES, OWED ON
20 ACCOUNT OF ITS OR THE AUTHORITY'S DEFAULT UNDER A CONTRACT UNDER
21 SECTION 6 IF THE DEFAULT AND DAMAGES RESULT DIRECTLY AND SOLELY
22 FROM THE MEMBER'S WITHDRAWAL AND ARE NECESSARY TO PREVENT AN
23 IMPAIRMENT OF THE CONTRACT.
24 (5) AT THE OPTION OF THE AUTHORITY, BY THE WITHDRAWAL DATE,
25 THE AUTHORITY SHALL PAY TO THE WITHDRAWING MEMBER THE WITHDRAWING
26 MEMBER'S FAIR SHARE OF THE EQUITY OF THE AUTHORITY, DETERMINED AS
27 OF THE WITHDRAWAL DATE, OR SHALL PROVIDE THE WITHDRAWING MEMBER

1 WITH A BOND OR OTHER INDEPENDENT, INSURED GUARANTEE THAT SUCH
2 AMOUNT WILL BE PAID NO LATER THAN 30 DAYS AFTER THE EXPIRATION
3 DATE OF THE AUTHORITY'S MOST RECENTLY APPROVED CONTRACT UNDER
4 SECTION 5(1). IF AN AUTHORITY ELECTS TO PROVIDE SUCH A BOND OR
5 OTHER GUARANTEE, THE WITHDRAWN FORMER MEMBER MAY DIRECT THE BOND-
6 ING COMPANY OR GUARANTOR AT ANY TIME THEREAFTER TO PAY FROM THE
7 BOND OR OTHER GUARANTEE ANY OBLIGATION OR LIABILITY OWED TO THE
8 AUTHORITY BY THE WITHDRAWN FORMER MEMBER, INCLUDING, BUT NOT
9 LIMITED TO, AN OBLIGATION DESCRIBED IN SUBSECTION (4)(A) OR (B).
10 (6) UNLESS IT WOULD CAUSE AN IMPAIRMENT OF AN AUTHORITY CON-
11 TRACT UNDER SECTION 6, A QUALIFIED AUTHORITY SHALL DISSOLVE IF
12 BOTH OF THE FOLLOWING REQUIREMENTS ARE MET:
13 (A) THE LEGISLATIVE BODIES OF A MAJORITY OF THE MEMBERS,
14 WEIGHTED BY THE PERCENTAGE OF RECENT WASTE DELIVERY, EACH ADOPT A
15 RESOLUTION STATING THAT THE AUTHORITY IS NO LONGER EFFECTIVELY
16 SERVING THE PUBLIC GOOD FOR WHICH IT WAS CREATED AND DIRECTING
17 THAT THE AUTHORITY BE DISSOLVED PURSUANT TO THIS SUBSECTION AND
18 SUBSECTIONS (7) TO (9).
19 (B) THE CLERK OF EACH MEMBER WHOSE LEGISLATIVE BODY ADOPTS A
20 RESOLUTION UNDER SUBDIVISION (A) PROMPTLY FILES A CERTIFIED COPY
21 OF THE RESOLUTION WITH THE AUTHORITY AND THE SECRETARY OF STATE.
22 (7) WITHIN 6 MONTHS AFTER THE REQUIREMENTS OF SUBSECTION (6)
23 ARE MET, THE QUALIFIED AUTHORITY SHALL CEASE THE ACTIVITIES
24 DESCRIBED IN SECTION 1 FOR WHICH IT WAS INCORPORATED. WITHIN
25 6 MONTHS AFTER CEASING SUCH ACTIVITIES, THE AUTHORITY SHALL
26 SETTLE ITS ACCOUNTS, INCLUDING, BUT NOT LIMITED TO, ALL VESTED OR
27 ACCRUED EMPLOYEE BENEFITS, EMPLOYMENT CONTRACTS, COLLECTIVE

1 BARGAINING AGREEMENTS, AND UNEMPLOYMENT COMPENSATION, AND,
2 SUBJECT TO SUBSECTION (2), SHALL SELL ALL OF ITS PROPERTY.
3 (8) IMMEDIATELY AFTER THE REQUIREMENTS OF SUBSECTION (7) ARE
4 MET, THE QUALIFIED AUTHORITY SHALL DISTRIBUTE TO EACH MEMBER THAT
5 MEMBER'S FAIR SHARE OF THE AUTHORITY'S REMAINING ASSETS.
6 (9) UPON DISTRIBUTION OF THE QUALIFIED AUTHORITY'S ASSETS
7 UNDER SUBSECTION (8), BOTH OF THE FOLLOWING APPLY:
8 (A) THE AUTHORITY IS DISSOLVED.
9 (B) ALL LIABILITIES OF EACH MEMBER AND FORMER MEMBER OF THE
10 AUTHORITY ARE TERMINATED, EXCEPT FOR ANY ENVIRONMENTAL LIABILI-
11 TIES SUBSEQUENTLY ATTRIBUTED TO THE AUTHORITY TO THE EXTENT THAT
12 THE ENVIRONMENTAL LIABILITIES RESULT FROM THE AUTHORITY'S DIS-
13 POSAL OF THE MEMBER'S OR FORMER MEMBER'S FAIR SHARE OF MUNICIPAL
14 SOLID WASTE, RECYCLABLE MATERIALS, OR YARD WASTE.
15 (10) SUBSECTIONS (6) TO (9) DO NOT PREVENT THE INCORPORATION
16 OF A NEW AUTHORITY BY SOME OR ALL OF THE FORMER MEMBERS OF AN
17 AUTHORITY DISSOLVED UNDER SUBSECTIONS (6) TO (9).
18 (11) IF, AFTER THE EFFECTIVE DATE OF THE AMENDATORY ACT THAT
19 ADDED THIS SECTION, A QUALIFIED AUTHORITY IS INCORPORATED OR
20 AMENDS ITS ARTICLES OF INCORPORATION, THE QUALIFIED AUTHORITY
21 SHALL INCLUDE IN ITS ARTICLES THE PROVISIONS OF SUBSECTIONS (3)
22 TO (9).
23 (12) AS USED IN THIS ACT:
24 (A) "APPRAISER" MEANS AN INDIVIDUAL LICENSED UNDER
25 ARTICLE 26 OF THE OCCUPATIONAL CODE, 1980 PA 299, MCL 339.2601 TO
26 339.2637.

1 (B) "AUTHORITY" MEANS AN AUTHORITY INCORPORATED UNDER THIS
2 ACT.
3 (C) "CORRECTIVE ACTION" MEANS THAT TERM AS DEFINED IN SEC-
4 TION 11502 OF THE NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION
5 ACT, 1994 PA 451, MCL 324.11502.
6 (D) "ENVIRONMENTAL LIABILITIES" MEANS THE COSTS OF LANDFILL
7 CLOSURE AND POSTCLOSURE OBLIGATIONS, THE COSTS OF CORRECTIVE
8 ACTION, RESPONSE ACTIVITY COSTS, AND FINES, PENALTIES, OR DAMAGES
9 REQUIRED OR ASSESSED BY THE STATE UNDER THE NATURAL RESOURCES AND
10 ENVIRONMENTAL PROTECTION ACT, 1994 PA 451, MCL 324.101 TO
11 324.90106.
12 (E) "EQUITY OF THE AUTHORITY" MEANS THE TOTAL FUND EQUITY OF
13 THE AUTHORITY AS SET FORTH IN ITS MOST RECENT AUDITED ANNUAL
14 FINANCIAL STATEMENTS EXCEPT THAT LIABILITIES SHALL BE REDUCED BY
15 ANY ESTIMATED LIABILITIES THAT WERE INCLUDED IN DETERMINING TOTAL
16 FUND EQUITY.
17 (F) "FORMER MEMBER" MEANS A MEMBER THAT HAS WITHDRAWN FROM A
18 QUALIFIED AUTHORITY UNDER THIS SECTION OR A PRIOR MEMBER OF A
19 QUALIFIED AUTHORITY THAT HAS BEEN DISSOLVED UNDER THIS SECTION.
20 (G) "IMPAIRMENT", IN REFERENCE TO AN AUTHORITY CONTRACT,
21 MEANS A MATERIAL DEFAULT IN THE CONTRACT THAT CANNOT BE CURED BY
22 THE PAYMENT OF MONETARY DAMAGES.
23 (H) "MEMBER" MEANS A MUNICIPALITY THAT INCORPORATED A QUALI-
24 FIED AUTHORITY UNDER SECTION 1 OR THAT BECAME PART OF A QUALIFIED
25 AUTHORITY UNDER SECTION 7 AND THAT HAS NOT WITHDRAWN FROM THE
26 AUTHORITY UNDER THIS SECTION.

1 (I) "MEMBER'S FAIR SHARE" MEANS THE PERCENTAGE OF THE TOTAL
2 AMOUNT OF MUNICIPAL SOLID WASTE, RECYCLABLE MATERIALS, AND YARD
3 WASTE DISPOSED OF BY THE AUTHORITY SINCE ITS FOUNDING UP TO AND
4 INCLUDING THE LAST FULL CALENDAR YEAR, THAT WAS GENERATED WITHIN
5 THE MEMBER'S TERRITORY, AS DETERMINED, IN THE EVENT OF A DISPUTE,
6 BY INDEPENDENT ARBITRATION.

7 (J) "PERCENTAGE OF RECENT WASTE DELIVERY" MEANS THE AMOUNT
8 OF MUNICIPAL SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE
9 GENERATED WITHIN A PARTICULAR MEMBER'S TERRITORY AND DISPOSED OF
10 BY THE AUTHORITY DURING THE LATEST FULL CALENDAR YEAR FOR WHICH
11 THE AUTHORITY DISPOSED OF SUCH MATERIALS OR WASTE GENERATED
12 WITHIN THE TERRITORY OF THAT MEMBER, DIVIDED BY THE SUM OF SUCH
13 AMOUNTS FOR ALL MEMBERS, AS DETERMINED, IN THE EVENT OF A DIS-
14 PUTE, BY INDEPENDENT ARBITRATION.

15 (K) "QUALIFIED AUTHORITY" MEANS AN AUTHORITY THAT AS OF THE
16 EFFECTIVE DATE OF THIS SECTION OR THEREAFTER IS COMPOSED OF 10 OR
17 MORE MEMBERS AND HAS A POPULATION RESIDING WITHIN ITS TERRITORY
18 OF 250,000 OR MORE.

19 (L) "RESPONSE ACTIVITY COSTS" MEANS THAT TERM AS DEFINED IN
20 SECTION 20101 OF THE NATURAL RESOURCES AND ENVIRONMENTAL PROTEC-
21 TION ACT, 1994 PA 451, MCL 324.20101.

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September 18, 2002

VIA FACSIMILE

Jeff McKeen
General Manager
Southeastern Oakland County Resource Recovery Authority (SOCRRA)
3910 Webster Rd.
Royal Oak, MI 48073

Re: Senate Bill 3 and Resolution Passed by the Troy City Council on August 5, 2002 Concerning Senate Bill 3

Dear Jeff:

You have asked that we review a resolution passed by the Troy City Council on August 5, 2002, concerning Senate Bill 3 and provide comments. As you know, under the resolution, the City of Troy indicates its strong support for the passage of Substitute (H-2) for Senate Bill 3, with a number of suggested changes. As we have generally discussed, several of the changes are vague and would need further clarification. The suggested changes also raise additional questions. What follows is a summary of the suggested changes contained in the resolution and our comments on each suggested change.

A. Section (1)- The effective date of the amendatory act should necessarily be updated.

We agree that this change is an improvement. Page 1, line 1 of Senate Bill 3 (H-2) references a 2001 amendatory act. If Senate Bill 3 ("SB 3") were to be adopted this year, that date should be updated to 2002. A broader question is to what date should the effective date of the bill be updated? Should SB 3 be given immediate effect or should an definitive future effective date be set in the legislation at to provide authorities created under Public Act 179 of 1947 ("PA 147") with an opportunity to prepare to comply?

B. Section (1)- The requirement for "all members" to approve new or extended contracts or bonds should be modified to require a "super majority" approval.

What sort of a super-majority? 2/3? 3/4? Would this be by a weighted or non-weighted vote? Additionally, it is my recollection that it was the opinion of SOCRRA's former legal

counsel that this provision was an unnecessary as SOCRRA lacked the authority to enter into contracts with third parties that extended beyond the term of SOCRRA's contracts with its participating communities. We agree with that assessment. However, this provision was added after legislators expressed concerns that they believed SOCRRA was utilizing long term contracts with third parties to bind participating communities beyond the term of their membership contracts with SOCRRA. The subsection was intended to prevent such activities in the future. We believe this entire subsection is unnecessary as it prohibits what is already not possible, but members of the legislature strongly believed that the prohibition should be included in SB 3.

An additional problem with this subsection and the rest of SB 3 is the use of the term "member." This issue is not addressed in the changes proposed by Troy City Council. As defined in subsection (12) of SB 3, the term "member" would include the City of Madison Heights, the Township of Royal Oak, and Southfield Township, which pursuant to the provisions of SOCRRA's articles of incorporation no longer participate as members of the authority. In the context of subsection (1), this means that the consent of the former members of SOCRRA would be required to extend a contract under the subsection.

C. Section (2)- The bill should explicitly provide for the transfer of any assets to a new authority prior to the sale of authority assets.

This provision is not limited to a transfer of real property in connection with the withdrawal of a member from or the dissolution of a qualified authority such as SOCRRA. If Senate Bill 3 is enacted, any time SOCRRA seeks to sell real property, the sale would be subject to a 90-day waiting period during which the member or former member of SOCRRA in which the real property is located would have the opportunity to exercise the right of first refusal and purchase the property.

Secondly, this subsection does not deal with the potential circumstance of an agreement to sell SOCRRA real property located within the territory of more than one member or former member.

Thirdly, it is not clear from this suggested change if the transfer of real property to a new authority is intended to takes precedence over the right of first refusal granted to members and former members of SOCRRA. For example, should SOCRRA seek to sell real property located in Madison Heights to a new authority created under PA 179, may SOCRRA sell the real property to the new authority, or is the offer to sell the property to the new authority subject to Madison Heights exercising a right of first refusal and purchasing the property on the same terms as those offered to the new authority?

D. Section (2)- The right of first refusal to purchase assets should require a price that is at the highest offer for the property, to insure a true arms-length transaction.

While this proposed change would be more likely to generate a true arm's length transaction, tying the right of refusal only to price offered and eliminating the required appraisal likely would increase the possibility that SOCRRA would dispose of property for less than its fair market value.

E. Section (3)(A)- The bill should be modified to delete the requirement of a resolution stating that "the authority is no longer effectively serving the public good for which it was created." Instead, resolutions from each withdrawing community should state that the authority is no longer effectively serving the community's needs or requirements.

PA 179 requires the articles of incorporation of an authority created under the act to describe the purposes for which an authority is created. If a member seeks to withdraw from the authority, shouldn't the reasons for withdrawal be related in some manner to whether the authority is serving the purposes for which it was created?

Secondly, subsection (3) prevents the withdrawal of a member if the withdrawal would cause an impairment of an authority contract under section 6. Shouldn't the subsection also prevent the withdrawal of a member if the withdrawal of a member would result in the impairment of any contract, regardless of whether the contract was under section 6 of PA 179? Furthermore, shouldn't subsection (3) prevent the withdrawal of a member if the authority has outstanding revenue bonds under section 9?

Additionally, because of SB 3's definition of member, former members of SOCRRA including Madison Heights, Royal Oak Township, and Southfield Township would be entitled to withdraw again from SOCRRA, and also be entitled to a distribution of authority assets under subsection (4).

F. Section (4)- The bill should explicitly define the term "negative equity".

We agree that the term "negative equity" should be defined. The concept that members participating in an authority under PA 179 have equity in an authority is foreign to PA 179. The definition of "equity" is also problematic. Equity is tied to the total fund equity of the authority based on the most recent annual financial statements of the authority. However, after the date of the financial statement, the actual equity of the authority is subject to fluctuations. Furthermore, estimates of liabilities used in calculating total fund equity may be inaccurate. Accordingly, to accurately distribute authority assets, equity of the authority should be based upon the actual assets and liabilities of the authority at the time of the withdrawal and not at some point in the past.

G. Section (4)- Although the bond provision is a favorable addition, in light of the problems in paying negative equity within a sixty day time period, the negative equity should be required to be paid during the pendency of the contract. Allowing the payment of negative equity to be paid thirty days after the expiration of the contract may jeopardize the remaining consortium.

With regard to the bond provision, who will issue the bond? The type of bond outlined in SB 3 does not seem to be the type of bond that a surety company generally will issue.

With regard to payment of negative equity, it seems a more logical and equitable approach to payment of a withdrawing member's fair share of the negative equity of the authority would be to delay such payment until such time as a full accounting of the assets and liabilities of the authorities at the time of the withdrawal can be completed. Once the actual negative equity of the authority is established, payment of the negative equity could be required within a reasonable period of time such as 60 or 90 days.

H. Section 4 (A)- The term "subsequently" should be removed from this section to insure that each member is responsible for all environmental liabilities incurred as a result of the member's disposal to the authority.

We agree that this proposed change would likely result in a more equitable distribution of environmental liabilities. However, this subdivision does not encompass all environmental liabilities, but instead only those falling within the definition of "environmental liabilities" in section 12(E). Even with the suggested changes, SB 3 fails to address the disposition of all environmental liabilities upon the withdrawal of a member.

I. Section 4(B)- The bill should require that if the withdraw of any member causes the breach of the current contract, then the withdrawing member assumes liability for the extra costs incurred by the authority for the breach.

While the changes suggested by Troy City Council is an improvement to a poorly drafted subdivision, the suggested changes do not appear to completely remedy the problems with the provision. Subdivision 4(B) is not consistent with general contract law. The subdivision suggests that payment of monetary damages can prevent the impairment of a contract. If an impairment occurs, the impairment exists regardless of whether damages are paid. Damages are merely a remedy to cure an impaired contract. To be consistent with other Michigan law and opinions of the Attorney General, SB 3 should prohibit the withdrawal of a member if the withdrawal would impair vested rights or the obligation of authority contracts.

J. Section 4 (B)- The bill should delete the word "solely" from this section, so that if two members withdraw simultaneously and cause a breach of contract, then each member that contributes to the breach of contract.

We agree that this change further improves the poorly drafted subdivision 4(B).

K. The bill should explicitly define the term "positive equity" and insure that the obligations of any member can be offset against the payment of positive equity.

We agree with this suggested change. Vagaries such as this increase the likelihood that should SB 3 be implemented, its provisions will be disputed and litigated in court.

As with previous comments regarding the definition of the negative equity of the authority, the definition of "equity of the authority" in section 12(E) is tied to the total fund equity of the authority based on the most recent annual financial statements of the authority. However, after the date of the financial statement, the actual equity of the authority is subject to fluctuations. Furthermore, estimates of liabilities used in calculating total fund equity may be inaccurate. Accordingly, to accurately distribute authority assets, equity of the authority should be based upon the actual assets and liabilities of the authority at the time of the withdraw and not at some point in the past. With regard to payment of positive equity, it seems a more logical and equitable approach to payment of a withdrawing member's fair share of the positive equity of the authority, would be to delay such payment until such time as a full accounting of the assets and liabilities of the authorities at the time of the withdrawal can be completed. Once the actual positive equity of the authority is established, payment of the positive equity could be required within a reasonable period of time such as 60 or 90 days.

Additionally, turning to the bond provision contained in this subdivision, who will issue the bond? The type of bond outlined in SB 3 does not seem to be the type of bond that a surety company generally will issue.

L. Section (5) The bill should clarify that if an authority's assets would need to be liquidated to satisfy the payments of positive equity to withdrawing members, then said liquidation would not be necessary until the expiration of the last contract of the authority.

This change is consistent with general public policy favoring the continued operation of intergovernmental authorities following the withdrawal of a member.

M. Section 6(A) The phrase "the authority is no longer effectively serving the public good for which it was created" should be modified.

PA 179 requires the articles of incorporation of an authority created under the act to describe the purposes for which an authority is created. If members seek to dissolve authority, shouldn't the reasons for dissolution be related in some manner to whether the authority is serving the purposes for which it was created?

Secondly, SB 3 creates a possibility that a withdrawn member of SOCRRA to whom a share of the assets and liabilities of the assets of the authority were previously distributed would be entitled to a second distribution of assets upon the dissolution of the authority. As previously noted, under SB 3, upon the withdrawal of a member of SOCRRA, the withdrawing member is entitled to a payment attempting to approximate the value of the net equity of the withdrawing member in SOCRRA. SB 3 also provides that upon the dissolution of SOCRRA, the authority must distribute to all "members" each "member's fair share" of the remaining assets of the authority. As previously noted, SB 3's definition of a "member" would include former members of SOCRRA. The definition is broad enough to include former members of SOCRRA that have withdrawn from SOCRRA pursuant to the provisions of SB 3. As a result, under SB 3 a withdrawn member would not only receive its full share of SOCRRA's assets upon its

withdrawal, but upon dissolution of SOCRRA, the withdrawn member would also receive a second proportionate distribution of SOCRRA assets, paid for proportionately from other members' fair share of SOCRRA assets. SB 3 also entitles a former member to a share of equity generated after the member withdrew from the authority by other municipalities that continue to participate in SOCRRA. This second bite at the assets afforded withdrawn members creates a financial incentive for municipalities to prematurely withdraw from SOCRRA.

Additionally, the definition of the "member" and "percentage of recent waste delivery" would allow former and withdrawn members of SOCRRA to cast votes on the dissolution of the authority. Changes suggested by Troy City Council do not correct this continuing problem with SB 3.

N. Section (7) This provision should explicitly include the mechanism for dissolving an existing authority and recreating a new authority. Details regarding the transfer of accounts, assets, liabilities, employee contracts, vested or accrued employee benefits should be included.

PA 179 already includes provisions for the creation of the authority. The modifications to subsection (7) suggested by Troy City Council are not consistent with subsection (8) of SB 3. Subsection (8) mandates the distribution of assets and liabilities of the authority to members and former members upon dissolution. Subsection (8) leaves no assets to distribute to a new authority under subsection (7). This situation is exacerbated by subsection (2) which would provide a right of first refusal to any member or former member of SOCRRA should the authority decide to sell real property prior to a dissolution.

Subsection (7) is further flawed in its requirement that the authority cease all activity authorized under PA 179 within six months of dissolution, but still requires the authority to take action after ceasing activities. If all activities authorized under PA 179 must cease, the authority has no ability to engage in further activity after the six-month period.

O. Section (8)-The word "immediately" should be deleted from this section since dissolution of an authority may require the liquidation of assets. In addition, there may be pending lawsuits or arbitration matters, which should not prematurely be settled.

This suggested change is an improvement and further illustrates the problems with subsection (7) previously outlined.

P. Section (9)- The would "subsequently" should be deleted from this section.

We agree that this change is an improvement, however, this subsection does not encompass all environmental liabilities, but instead only those falling within the definition of "environmental liabilities" in section 12(E). Even with the suggested changes, SB 3 fails to address the disposition of all environmental liabilities upon the withdrawal of a member.

Q. Section (9)- There should be some provision specifying who is responsible for managing the environmental liabilities after the dissolution of an authority. The provision may also include provisions to insure payment of the management of any environmental liabilities after dissolution.

This change should suggest to SOCRRA members that even if the authority is dissolved, the authority members will face continuing requirements to work together on SOCRRA issues and incur financial costs related to SOCRRA activity.

R. Section (10)- The details of the incorporation of a new authority and the transfer of assets and/or liabilities, should be included in this legislation.

What exactly are those details? PA 179 already includes requirements for the creation of a new authority. Should transfer of assets to a new authority have priority over distribution of assets to a withdrawing member? Would a new authority assume the liabilities of SOCRRA or would former members of SOCRRA assume the liabilities? What is the procedure if two groups of withdrawing members claim the same SOCRRA assets? Who decides which assets/liabilities will be transferred to a new authority, SOCRRA or the members participating in the new authority?

S. Section 12(G)- The term "impairment of contract" should not be limited to only defaults that lead to money damages, since all breaches would technically qualify. The term "impairment of contract" should protect those members who are forced to pay monetary damages for the breach of a contract that is not due to their own actions.

This suggested change is more consistent with existing state law regarding impairment of contracts.

T. Section 12(l)- A mathematical formula for determining the "member's fair share" should be explicit. There have already been three formulas set forth to determine a "member's fair share".

The definition does require further clarification. Additionally, who exactly is a member.? Under SB 3 member includes former members of SOCRRA, including Madison Heights, Royal Oak Township, and Southfield Township.

U. Section 12(K)- The term "qualified authority" should be redefined to reduce the membership from the required ten or more members and the required population of 250,000 or more.

This change would be helpful in avoiding a constitutional challenge to SB 3 as unconstitutional local or special legislation. Furthermore, the change is consistent with the intent of the Troy City Council expressed in the preliminary clauses of its resolutions. The resolution indicates that PA 179 fails to include provisions for members of authorities to withdraw or for

the dissolution of authorities created under the act. These "omissions" affect not just SOCRRA, but all authorities created under PA 179. Accordingly, PA 179 should be amended to provide a withdrawal and dissolution mechanism for all authorities.

In addition to the comments noted above, unresolved issues with Senate Bill 3 include:

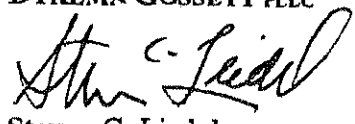
- The withdrawal and dissolution mechanisms of the bill create incentives for minority rule of the authority.
- Senate Bill 3 remains inconsistent with public policy favoring local control and resolution of local disputes locally.

In light of these unresolved issues with SB 3, we believe that further legislative action on the bill this year, even with the changes suggested by Troy City Council is not likely. Numerous legislators have expressed an unwillingness to return to this bill with such issues unresolved. Legislators have also expressed an intent to to see issues surrounding the withdrawal of members from and the dissolution of SOCRRA resolved by its members utilizing mechanisms under existing law and not a resolution of the dispute at the State Capitol.

We trust that this information is helpful. Please let us know if you have any questions.

Sincerely,

DYKEMA GOSSETT PLLC



Steven C. Liedel

SCLI:scli

cc: Kimberly G. Ross

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PARKS AND RECREATION ADVISORY BOARD
Minutes of June 13, 2002

Present:

Jeff Stewart, member
Orestes Kaltsounis, member
Robert O'Brien, member
Stu Alderman, staff
Carol K. Anderson, staff
Larry Jose, member
Gary Hauff, member
Tom Krent, member
Jeff Biegler, staff

Absent: Doug Bordas, Kathleen Fejes, John Goetz, Lucy Lu.

Visitors: Scott Mercer, Mary Bogush, Deana Ned.

New Business

A. Tree Ordinance – A draft of the new Tree Ordinance plan was discussed. The new ordinance allows for penalties if the Tree Preservation Plan that was submitted is not followed. It also allows for some species of Elm and requires the protective barrier to include the drip line on adjacent property.
B. Teen Committee – Scott Mercer met with teens to discuss what they would like to see offered in terms of recreation. The key issue was a skatepark. The teens were frustrated with the amount of time it is taking to get it approved and then to build it. Other topics discussed were "Teen Nights" and lock-ins. They plan to meet again in July.
C. Elections - Tom Krent nominated Larry Jose for Chairman of the Parks and Recreation Advisory Board. His nomination was supported by Jeff Stewart.
Ayes:All Nays: None
MOTION CARRIED

Robert O'Brien nominated Kathleen Fejes to be co-chair of the Parks and Recreation Advisory Board. Tom Krent supported that nomination.
Ayes: All Nays: None
MOTION CARRIED

D. Park Board Ordinance – Proposed changes to the Park Board Ordinance will change the length of service terms for the special interest groups, i.e. Troy Daze, School Board and Senior Advisory Committee, to allow appointment annually. This better coincides with those groups memberships and elections. Other changes were grammatical and numbering.

OLD BUSINESS

A. Liability Insurance for Special Use – The City cannot provide insurance for Special Use through our insurance however, a group can be directed to an insurer that does.

Member Comments – Gary Hauff noticed brochures at Embassy Suites hotel for water parks. He suggested that we put our brochure there for the Aquatic Center and market Troy through the local hotels and credit unions.

Staff Reports

A. Directors Report – The Community Center has sold approximately 3500 passes to date. The last week of May there were 9,000 visitors to the building.

The Planning Commission reviewed the site plan for Section 1 Golf Course. They want it to be environmentally sensitive and expressed interest in it being an Audubon Signature Course. Mary Bogush expressed concerns about the golf course development and its effect on wildlife and the necessity of the project to remove trees in the southeast quadrant. Carol Anderson will send additional information to the Park Board regarding this matter.

A motion by Tom Krent, supported by Larry Jose, that there will not be a July or an August meeting of the Parks and Recreation Advisory board unless a need arises for the meeting.

Ayes: All Nays: None
MOTION CARRIED

B Recreation Report – Summer programs begin Monday, June 17. We will also be planning Jamfest, the Summer Concerts and Family Festival.

C Parks Report – The Nature Center is essentially complete. We will be holding a meeting there this fall.

The meeting was adjourned at 9 p.m.

Respectfully submitted,

_____
Mary Peltier

HISTORIC DISTRICT COMMISSION MINUTES-DRAFT JULY 23, 2002

SINGLE AGENDA MEETING CALLED TO ORDER AT 7:37 P.M. ON TUESDAY, JULY 23, 2002.

PRESENT: Kevin Danielson, Chair
Dorothy Scott
Paul Lin
Marjorie Biglin
Wilson (Deane) Blythe
Jacque Nixon

STAFF: John M Skeens, Education Coordinator/Museum
Lori Bluhm, City Attorney
Brian Stoutenburg, Library/Museum Director
Mark Stimac, Director of Building Zoning

GUESTS: Kelly Watson, Gerald Yurk and Assoc.
Jack Turner, Hist. Comm. Member, Ad hoc Chairman

Item #1 – A discussion and review of plans as presented by Mark Stimac of the Building and Zoning Department for the movement of the church and parsonage and to set approval of the proposed resolution statement.

Paul Lin read his motion/letter and a discussion of the Right of Way and a master thoroughfare plan. Lin inquired as to what criteria was used to develop the "master" plan and widening of Square Lake. Noted that the north side of Square Lake Rd. is greater than 60 ft. It was noted that the Historical Corridor/Troy Corners structures were impacted by the newer structures on the road which do not fit in. Development of the remaining site was discussed and noted that the ad hoc committee was formed specifically to address the master plan.

City Council approved the sale of the Krell property with the intention that the money from the sale be used toward building a park on the church and parsonage site and that a descriptive narrative of Troy Corners be installed at the site. Lori Bluhm stated that the HDC is to retain control of site designation. Also noted that Chapter 13 governed structures of exterior only. Interior suggestions of HDC should go through the ad hoc comm. City Council to determine final site plan approval.

Money spent was a concern raised by Paul Lin. Chair, Kevin Danielson stated that cost is not the responsibility of HDC. Dorothy Scott concerned with the emotional impact to the community if the site is moved. Jacque Nixon's response was that the building will deteriorate if it is not moved. Comments were made that if the buildings remained at Square Lake, there would be extensive costs associated with running two separate historical areas, i.e. security, employment and maintenance. It was also noted that the cost to renovate the existing site would exceed 850K.

Amendment proposal. Conditional approval discouraged.

Motion by Dean Blythe to add additional language to the proposed resolution.
HDC designation of the buildings to the Village Green area.
Square Lake Property to be used as a park.

Seconded by Jacque Nixon. Language redrafted and agreed.

RESOLUTION:

WHEREAS, the City of Troy has filed an application to move the historic church and parsonage from its current location at 90 E. Square Lake Road and 110 E. Square Lake Road to the Troy Museum and Historic Village, located at 60 W. Wattles Road; and

WHEREAS, the Historic District Commission for the City of Troy has reviewed the structures in question and are aware of the structures in relation to adjacent structures; and

WHEREAS, the Historic District Commission has reviewed the Troy Church and Parsonage Relocation and Historic Restoration plan, as submitted by Gerald Yurk; and

WHEREAS, the Historic District Commission has also reviewed proposed site plans for the relocation of the historic structures to the Troy Museum and Historic Village, located at 60 W. Wattles Road; and

WHEREAS, the Historic District Commission is satisfied that retention of the historic structures in their current location, at 90 and 110 E. Square Lake Road, Troy, Michigan would cause undue financial hardship to the City of Troy, and that moving the structures to 60 W. Wattles Road would materially improve this financial hardship; and

WHEREAS, the Historic District Commission is satisfied that retention of the historic structures at 90 and 110 E. Square Lake Road, Troy, Michigan, in the short and long term analysis of factors, is not the best alternative for the preservation of the structure; and

WHEREAS, the Historic District Commission is satisfied that under the current City of Troy Ordinances, the proposed move of the historic structures from their current location to 60 W. Wattles Road will still subject the historic structures to the regulation of the Troy Historic District Commission, as set forth in Chapter 13 of the City of Troy ordinances; and

WHEREAS, the Historic District Commission has also appointed representatives to serve on an ad hoc committee, comprised of delegates of the Troy Historic District Commission, Troy Historical Commission and the Troy Historical Society, which shall serve as an oversight committee to ensure that the historic church and parsonage will replicate its historic roots in design, environmental character, and scale to its state in the late 1800 to early 1900's;

NOW THEREFORE, the Troy Historic District Commission approves the application of the City of Troy to move the historic church and parsonage from their current locations at 90 and 110 E. Square Lake Road, Troy, MI to the Troy Museum and Historic Village, located at 60 W. Wattles Road, in the City of Troy; provided that the Square Lake property will be used as a park which will be developed consistent with historic nature to provide information and interpretation of the entire Troy Corners area.

The Chair of the Historic District Commission is therefore authorized to sign a certificate of approval, which shall be attached to the application for a building permit and immediately transmitted to the City of Troy Director of Building and Zoning. The Chair of the Historic District Commission is further authorized to stamp the application submitted to the Historic District Commission signifying the approval.

Vote taken to add language and to pass the proposed resolution:

Dorothy Scott	No
Paul Lin	Yes
Dean Blythe	Yes
Jacque Nixon	Yes
Kevin Danielson	Yes
Margie Biglin	Yes

Motion Passed

The Historic District Commission meeting adjourned at 9:50 p.m.

Respectively Submitted
Marjorie A. Biglin, Secretary

The Chairman, Michael Hutson, called the meeting of the Board of Zoning Appeals to order at 7:30 P.M. on Tuesday, August 20, 2002.

PRESENT:	Kenneth Courtney	ALSO PRESENT:	Mark Stimac
	Christopher Fejes		Allan Motzny
	Marcia Gies		Pam Pasternak
	Michael Hutson		
	Matthew Kovacs		
	Mark Maxwell		
	Cindy Pennington		

ITEM #1 – APPROVAL OF MINUTES – MEETING OF JULY 16, 2002

Motion by Maxwell
Supported by Gies

MOVED, to approve the minutes of the meeting of July 16, 2002 as written.

Yeas: 5 – Gies, Hutson, Kovacs, Maxwell, Courtney
Abstain: 2 – Fejes, Pennington

MOTION TO APPROVE MINUTES OF MEETING OF JULY 16, 2002 CARRIED

Motion by Courtney
Supported by Pennington

MOVED, to approve Items 2 through 4 and Items 6 and 7 in accordance with the suggested resolutions as presented by City Staff.

Yeas: All – 7

ITEM #2 - MOVED, to grant the request of MG Acquisitions, 2555 Crooks Road, a three (3) year renewal of their variance for relief of the 6' high masonry-screening wall required along the west property line.

- There is an existing 6' high fence at this location.
- Conditions remain the same.
- There are no complaints or objections on file.

ITEM #3 – MOVED, to grant the request of Crooks Office L.L.C., 2585 Crooks Road, a three (3) year renewal of relief granted by this Board to maintain a 6' high stockade fence in lieu of the decorative masonry screening-wall required along the west property line of their site that abuts residential zoned property.

- There is an existing 6' high fence at this location.
- Conditions remain the same.
- There are no complaints or objections on file.

ITEM #4 - MOVED, to grant the request of Oak Manor, Inc., 2316 John R., a three (3) year renewal of relief granted by this Board of the requirement for a 4'-6" high masonry screening-wall along the east and south areas of their parking lot where they are adjacent to residential zoned property.

- Adjacent properties are used for non-single family residential uses.
- Conditions remain the same.
- There are no complaints or objections on file

ITEM #6 - MOVED, to grant the request of Mick Blunden, Detroit Edison, 3080 John R., a three (3) year renewal for relief of the landscaped berms required along the north, west and east property lines.

- There are several mature trees providing screening.
- Conditions remain the same.
- There are no complaints or objections on file.

ITEM #7 - MOVED, to grant the request of PSI Holdings, Inc. 2525 Crooks Road, a three (3) year renewal of their variance for relief of the 6' high masonry-screening wall required along the west and south property line where it abuts residential zoned property.

- There is an existing 6' high fence at this location.
- Conditions remain the same.
- There are no complaints or objections on file.

ITEM #5 - Village Green Management, 2330-2488 John R. Petitioner is requesting renewal of relief granted by this Board to maintain a 5' high berm in lieu of a wall along the north property line and their northern 300' of the east property line where off-street parking abuts residential. The Zoning Ordinance requires a 4'-6" high masonry screening-wall at this location. This Board has granted this relief since 1990. This item last appeared before this Board in August 1999 and was granted a three (3) year renewal at that time. Conditions remain the same and we have no objections or complaints on file. The petitioners have now submitted a request to make this a permanent variance. They have submitted photographs showing the condition of the substantial berm that exists on the site. Mr. Stimac indicated that the photos are a correct representation of the conditions and that the adjacent use of the property is a

ITEM #5 – con't.
fully developed single residential subdivision. It is believed that this use will remain for the foreseeable future.

Mary Fogo, representing Village Green Management, was present and stated she had nothing to add.

Motion by Courtney
Supported by Maxwell

MOVED, to grant Village Green Management, 2330-2488 John R., a permanent variance for relief to maintain a 5' high berm in lieu of a wall along the north property line and their northern 300' of the east property line where off-street parking abuts residential.

- Adjacent properties are fully developed in a single- family subdivision and will remain so.
- Landscaping has matured and provides a natural buffer.
- Variance is not contrary to public interest.

Yeas: All – 7

MOTION TO GRANT VILLAGE GREEN MANAGEMENT A PERMANENT VARIANCE CARRIED

ITEM #8 – VARIANCE REQUESTED. MR. KENT MELLEBRAND, 1065 HARTLAND, for relief to construct a 576 square foot detached garage that would result in 896 square feet of accessory building where 600 square feet are permitted.

The Chairman moved this item to the end of the agenda, Item #13, to allow the petitioner the opportunity to be present.

ITEM #9 – VARIANCE REQUESTED. MAPLEWOOD COURT L.L.C., 440 E. MAPLE (PROPOSED ADDRESS), for relief to construct an 11,928 square foot multi-tenant light industrial building with parking in the front setback where a 50' landscaped front yard is required by Paragraph L of Section 31.30.00.

Mr. Stimac explained that the petitioner is requesting relief to construct an 11,928 square foot multi-tenant light industrial building with parking in the front setback where a 50' landscaped front yard is required by Paragraph L of Section 31.30.00.

This item first appeared before this Board at the meeting of July 16, 2002 and was postponed to allow the petitioner the opportunity of a full Board, and also to allow the petitioner to present the Board with an alternative plan concerning the north driveway. A revised plan showing a smaller building with a revised driveway location has been submitted. Mr. Stimac explained that the driveway has been moved out of the front yard

ITEM #9 – con't.
setback on Maple. Mr. Stimac also indicated that the petitioner has gone with a one-way driveway system, angled parking to the north and have by a reduction in the building size and the one-way driveway system, increased the greenbelt area in this front setback to 15'.

Mr. Paul Siver and Mr. Jeff Tenniswood were present. Mr. Siver stated that they have met with the Planning Department and believe this revised plan would decrease the size of the paved surface and feels that this is a very workable plan.

Mr. Maxwell stated that he really likes the revised plan, and asked if it would be possible to get a turn right only sign leaving the northern driveway?

Mr. Courtney asked about the size of the building in the current proposal and the plan approved in 2000. Mr. Stimac indicated that the current plan is for a 11,289 square foot building and the plan in 2000 was for a 9,540 square foot building.

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 Maxwell
Supported by Pennington

MOVED, to grant Maplewood Court, L.L.C., 440 E. Maple (proposed address) a variance for relief to construct an 11,289 square foot multi-tenant light industrial building with parking in the front setback where a 50' landscaped front yard is required by Paragraph L of Section 30.30.00.

- Petitioner to consult appropriate City Staff regarding the feasibility of a "Right Turn Only" sign exiting the driveway.
- The corner lot location and shallow depth of the property make compliance burdensome.
- Variance is not contrary to public interest.
- Variance will not cause an adverse effect to surrounding property.
- Variance does not establish a prohibited use.

Yeas: 6 – Maxwell, Pennington, Fejes, Gies, Hutson, Kovacs
Nays: 1 – Courtney

MOTION TO GRANT VARIANCE CARRIED

ITEM #10 – VARIANCE REQUESTED. BENJAMIN TEPES, 2024 HARNED, for relief to construct an attached garage to a non-conforming structure.

Mr. Stimac explained that the petitioner is requesting relief to construct an attached garage. The site plan submitted indicates that the existing house has a 1.8' rear yard setback and 1.7' side yard setback. Section 30.10.05 requires a 40' rear yard setback, an 8' minimum side yard setback and a minimum 20' total for both side yard setbacks. The existing house is classified as a legal non-conforming structure. The proposed attached garage would expand the non-conformity with a 22' rear yard setback, a 6' side yard setback and a 7.7' total for both side yards. The expansions of the non-conforming structure are prohibited by Section 40.50.04.

In June 2002 a variance was granted to construct a detached garage in a side yard where a rear yard location is required. A new plan has been submitted revising the construction to make this an attached garage.

Mr. Courtney asked if the location of the garage has moved since the first request. Mr. Stimac explained that the detached garage was 10' north of the house.

Mr. Tepes was present and stated that he wishes to improve the value of his property and he believes he can accomplish this by attaching the garage rather than putting up a detached garage. Mr. Tepes does not believe that a detached garage would be as convenient or attractive as an attached garage. He also stated that the attached arrangement would allow him to get from the house to the garage through the protection of the covered porch.

Mr. Courtney asked if Mr. Tepes would consider moving the garage further south and Mr. Tepes stated he would like to keep this location, in order to enjoy the small backyard that he has.

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 Pennington
Supported by Courtney

MOVED, to grant Benjamin Tepes, 2024 Harned a variance for relief to construct an attached garage, which will result in a 22' rear yard setback, a 6' side yard setback and a 7.7' total for both side yards.

- Variance is not contrary to public interest.
- Variance would not have an adverse effect to surrounding properties.
- The location of the existing home makes compliance difficult.
- Conformance to the Ordinance would be unnecessarily burdensome.

ITEM #10 – Con't.
Yeas: All – 7

MOTION TO GRANT VARIANCE CARRIED

ITEM #11 – VARIANCE REQUESTED. KIMBERLY TEKIP, 1183 HARTLAND, for relief to split a parcel of land into two lots in the R-1E Zoning District.

Mr. Stimac explained that the petitioner is requesting relief to split a parcel of land in the R-1E Zoning District. Section 30.10.06 of the Ordinance requires a minimum lot area of 7,500 square feet. The proposed lot split would result in two lots, each with an area of only 6,600 square feet.

Mr. Eric Salswedel of SDA Architects, was present and stated that Ms. Tekip came to them and stated that they did not want to redevelop the existing house, but wished to re-describe the lots to make them more like the surrounding lots. Mr. Salswedel also indicated that if they re-developed the structure on the existing lot, it would look out of place, as it would be larger than the existing homes in the area. Mr. Salswedel also stated that by splitting the lots, they would not be over developed.

Mr. Courtney asked what the hardship was other than financial gain and Mr. Salswedel stated that it would be because the homeowners did not want to develop a non-conforming structure. Mr. Salswedel also stated that this split would be in keeping with the area.

Mr. Fejes asked Mr. Stimac if this was a non-conforming lot. Mr. Stimac explained that the existing lot complies with the requirements of the Ordinance. Mr. Fejes also asked what the hardship would be and Mr. Salswedel stated that he had already given the reasons.

Mr. Maxwell asked what size the other lots in the area and Mr. Stimac explained that this subdivision was originally platted in the 1920's and was platted with 40' lots. A majority of the houses utilized two lots to make up one, and also that some of the property owners used three lots to make up one lot. Mr. Stimac also pointed out that the house right next door to this property was on a 40' lot. Mr. Maxwell then asked what size the lots were directly behind this property and Mr. Stimac stated that they are each 60' wide and 120' deep.

Mrs. Gies asked what the requirements were regarding setbacks for new construction on these lots. Mr. Stimac replied that in the R-1E Zoning classification, a 25' front yard setback, 35' rear and the sides are a minimum of 5' with a total of 15'. Because of the location of this lot, it is a double front corner lot and would require a 25' setback from Hartland and a 25' setback from Daley. Mr. Stimac further stated that the building envelope on the corner lot would be 1500 square feet.

ITEM #11 – con't.
Mrs. Pennington stated that the two lots to the north are 60' x 120' and have new homes built on them and asked if they were legal non-conforming lots. Mr. Stimac stated that the Zoning Ordinance states that a lot of record, independently owned can be built on without a need for a variance. However, when someone owns a series of lots in one contiguous parcel, the owner is not allowed to split the lots to create non-conforming lots.

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.

Mr. Kovacs asked if the petitioner planned to tear down the existing structure and re-build on one of the other lots. Mr. Salswedel stated that they wished to re-build on the same lot, and build another home on the other lot, which they would sell.

Mr. Hutson stated that he feels that this request is going in the wrong direction, in that the petitioner is asking to go smaller and create non-conforming lots. Mr. Hutson also stated that he did not believe the petitioner demonstrated a hardship with the land.

Motion by Courtney
Supported by Fejes

MOVED, to deny the request of Kimberly Tekip, 1183 Hartland, for relief to split a parcel of land in the R-1E Zoning District, which would result in two lots, each with an area of only 6,600 square feet where 7,500 square feet is required.

- Petitioner did not demonstrate a hardship.
- Variance would have an adverse effect on surrounding property.
- Variance would result in the creation of non-conforming lots.

Yeas: 6 – Courtney, Fejes, Gies, Hutson, Kovacs, Maxwell
Nays: 1 – Pennington

MOTION TO DENY REQUEST CARRIED

ITEM #12 – VARIANCE REQUESTED. FERNLEIGH DEVELOPMENT LLC, 3668 FERNLEIGH, 3682 FERNLEIGH, 3696 FERNLEIGH (PROPOSED ADDRESSES), for relief to construct three (3) single family homes on two existing 80' wide lots and one lot which is 82.92' wide.

Mr. Stimac explained that the petitioner is requesting relief to construct three (3) single-family homes on two existing 80' wide lots and a third lot which is 82.92' wide (as measured at the front setback line). These parcels are located in an R-1C Zoning District. Section 30.10.04 of the Zoning Ordinance requires an 85' minimum lot width in

ITEM #12 – con't.
the R-1C Zoning District. In December of 2001 a split request was submitted and approved by the City Assessor's Office to split the property into the parcels currently shown. However the lots fail to meet the minimum lot width requirement. The petitioner is now applying for building permits for the three homes and those permits have been denied because of the width deficiency.

Mr. Joe Maniaci was present and stated that when the property was purchased the City told them that they would be able to get four (4) legal lot splits. Subsequently, after the property was purchased and split, they sold the existing home that was there. Mr. Maniaci indicated that he was not aware that he could not build on this property until he submitted for his building permits. Mr. Maniaci also stated that if he had known he did not have enough room to build, he would have taken down the garage on the existing home and that would have given him the room he required, however he can no longer do this as the property has been sold. Mr. Maniaci also indicated that the proposed homes meet all the setback requirements of the Ordinance and also that the homes will be in keeping with the other homes in the area.

Mr. Maxwell asked about access to Parcel B of this proposal and Mr. Maniaci replied that access to the back of this parcel will be from the newly developed street, Springtime to the east. Mr. Maxwell asked if Mr. Maniaci planned to build a home at the front of the lot, and Mr. Maniaci stated he did.

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 Kovacs
Supported by Maxwell

MOVED, to grant Fernleigh Development, L.L.C., 3668 Fernleigh, 3682 Fernleigh, 3696 Fernleigh, (proposed addresses) relief to construct three (3) single-family homes on two existing 80' wide lots and one lot which is 82.92' wide.

- Variance is not contrary to public interest.
- Variance will not cause an adverse effect on surrounding property.
- Conformance will be unnecessarily burdensome.
- There was sufficient width in the original parcel to develop four building sites.

Yeas: All – 7

MOTION TO GRANT REQUEST CARRIED

Mr. Hutson stated that there was a request from Mr. Murray Scott at 3831 Kingspoint for reconsideration of his request of May 21, 2002 regarding the height of an amateur radio

tower. Mr. Hutson stated that the petitioner had submitted additional documents for the Board's review.

Mr. Stimac stated that there are special circumstances in the Zoning Ordinances when considering the height of amateur radio towers. In the original motion from May of 2002, the Board indicated that the petitioner failed to meet the requirements of Section 43.80.00. Mr. Stimac also stated that the documents submitted by the petitioner in seeking reconsideration specifically address the issue of being able to communicate with a tower that is 25' tall. Mr. Stimac also stated that it is up to the Board to determine whether the information provided is enough to justify re-consideration of this request.

Mr. Hutson stated that under the "Roberts Rules of Order", those that voted to deny are the only ones who can move to reconsider this action.

Mr. Maxwell asked Mr. Scott if he would be able to accept any tower, which would be less than 50'. Mr. Scott stated that he probably should have asked for a tower that was 75' high in order to allow him to communicate more completely. Mr. Scott also stated that he would be able to reach a much greater area with a higher tower. Mr. Maxwell also pointed out that in one of the documents provided by Mr. Scott stated "local authorities may adopt regulations pertaining to placement, screening or height of antennas if such regulations are based on health, safety or aesthetic considerations". Mr. Maxwell also pointed out that a number of Mr. Scott's neighbors were present and objected to this antenna.

Motion by Maxwell
Supported by Gies

MOVED, to reconsider the request of Mr. Murray Scott, 3831 Kingspoint for relief to construct a 50' high amateur radio tower.

- To allow the petitioner the opportunity of a full board.
- New evidence presented by the petitioner.

Yeas: All – 7

MOTION TO APPROVE RECONSIDERATION OF MR. MURRAY SCOTT'S REQUEST CARRIED.

Motion by Courtney
Supported by Fejes

MOVED, to postpone the request of Mr. Murray Scott, 3831 Kingspoint, for relief of the Zoning Ordinance to construct a 50' high radio antenna structure until the next regularly scheduled meeting of September 17, 2002.

- To allow the Building Department to inform the residents that this matter is being reconsidered by this Board.

Yeas: All – 7

MOTION TO POSTPONE REQUEST UNTIL THE MEETING OF SEPTEMBER 17, 2002 CARRIED.

ITEM # 13 – (ITEM #8) – VARIANCE REQUESTED. MR. KENT MELLEBRAND, 1065 HARTLAND, for relief to construct a 576 square foot detached garage that would result in 896 square feet of accessory building where 600 square feet are permitted.

Motion by Fejes
Supported by Courtney

MOVED, to postpone the request of Mr. Kent Mellebrand, 1065 Hartland, until the meeting of September 17, 2002, for relief to construct a 576 square foot detached garage that would result in 896 square feet of accessory building where 600 square feet are permitted.

- To allow the petitioner the opportunity to be present.
- If petitioner is not present at the next meeting, the Board will take a final vote.

Yeas: All – 7

MOTION TO POSTPONE REQUEST UNTIL THE MEETING OF SEPTEMBER 17, 2002 CARRIED

The Board of Zoning Appeals meeting adjourned at 8:36 P.M.

MS/pp

DRAFT Meeting Minutes

A meeting of the Downtown Development Authority was held on Wednesday, August 21, 2002, in the Lower Level Conference Room of Troy City Hall, 500 W. Big Beaver Troy, Michigan. The meeting was called to order at 7:35 a.m.

PRESENT: Michael Culpepper
Michele Hodges
William Kennis
Alan Kiriluk
Daniel MacLeish
Nick Najjar
Matt Pryor
Ernest Reschke
Douglas Schroeder – left at 8:10
G. Thomas York

ABSENT: Clarke Maxson
Carol Price
Stuart Frankel

ALSO PRESENT: John Szerlag
James Nash
Doug Smith
Lori Grigg Bluhm
Mark Miller
Robert C. Bendzinski, Bendzinski & Co.
Linda Bloch, Miro, Weiner & Kramer

APPROVAL OF MINUTES

Resolution: 02-26
Moved by: MacLeish
Seconded by: Hodges

RESOLVED, That the minutes of the July 17, 2002 regular meeting be approved.

Yeas: All (10)
Absent: Frankel, Maxson, Price

OLD BUSINESS

Review of Economic Model Results

Chairman Kiriluk led a discussion regarding the subcommittee's finding that an

economically feasible model for the redevelopment of the Civic Center site does exist.

Moved by: Hodges
Seconded by: Kennis

RESOLVED, That the Troy Downtown Development Authority finds that an economically viable model exists for the development of the Civic Center site and requests approval by Troy City Council to execute a Request for Proposal (RFP), and

BE IT FURTHER RESOLVED, That :

1.) The subcommittee perform additional research on the proposed outside public funding.
2.) The subcommittee investigate land lease arrangements as well as land sales.
3.) A listing of DDA board members.

VOTE ON AMMENDMENT

Resolution : 02-27
Moved by: Pryor
Seconded by: MacLeish

RESOLVED, That the resolution be amended by inserting the following constraint:

1.) The DDA review and revise, after consideration of items 1 & 2 above, the Resolution prior to submission to the City Council.

YEAS: Culpepper, MacLeish, Najjar, Pryor
NAYS: Hodges, Kennis, Kiriluk, Reschke, York

MOTION FAILED

VOTE ON MAIN MOTION

YEAS: Culpepper, Hodges, Kennis, Kiriluk, Najjar, Pryor, Reschke, York
NAY: MacLeish

MOTION CARRIED

NEW BUSINESS

Resolution Authorizing Sale of Community Center Facilities Bonds, Series 2002

Resolution: 02-28

Moved by: Kennis
Seconded by: Najjar

RESOLVED, That the Downtown Development Authority of the City of Troy approve the Resolution authorizing the sale of of not to exceed $9,700,000 Community Center Facilities Bonds, Series 2002, and that a copy of the Resolution be attached to the original minutes of this meeting.

Yeas: All (9)
Absent: Frankel, Maxson, Price, Schroeder

PUBLIC COMMENT

Several citizens addressed the Authority.

EXCUSE ABSENT MEMBERS

Resolution: 02-29
Moved by: Pryor
Seconded by: York

RESOLVED, That Frankel, Maxson, Price, and Schroeder be excused.

Yeas: All (9)
Absent: Frankel, Maxson, Price and Schroeder

The meeting was adjourned at 8:50 a.m.

Next Meeting September 18, 2002 @ 7:30 a.m.

_____
Alan Kiriluk, Chairman

_____
John M. Lamerato, Secretary/Treasurer

JN for JL/py

HISTORIC DISTRICT COMMISSION MINUTES-DRAFT AUGUST 27, 2002

SINGLE AGENDA MEETING CALLED TO ORDER AT 7:38 P.M. ON TUESDAY, AUGUST 27, 2002.

PRESENT: Kevin Danielson, Chair
Dorothy Scott
Paul Lin
Marjorie Biglin
Wilson (Deane) Blythe
Jacque Nixon

STAFF: John M Skeens, Education Coordinator/Museum
Lori Bluhm, City Attorney
Brian Stoutenburg, Library/Museum Director
Lorraine Campbell, Acting Museum Manager
Mark Stimac, Director of Building Zoning

GUESTS: Gerald Yurk, Gerald Yurk and Assoc., Project Manager
Kelly Watson, Gerald Yurk and Assoc.

Item #1 - Discussion and review drawings and report provided by Gerald J. Yurk and Associates of the movement of Church and Parsonage presently located on Square Lake.

Paul Lin felt that the blue prints and report were untimely received. He also felt the movement to the Village Green seemed to be conflict of church and state. Paul Lin wanted the church (if moved to the green) to be set back further. Mr. Yurk stated cost was the major factor not to move church back at Village Green due to major electrical line movement would be involved.

Dorothy Scott re-iterated her concern to keep the church and parsonage at the current site.

Mr. Yurk investigation as to the year the church originally constructed was based upon materials used at the time and the subsequent additions made to the buildings.

Discussion of handicapped access. Comments made by Lin, Biglin and Blythe. Was determined that the layout was in compliance with building requirements. An informal meeting of the HDC was recommended by Paul Lin to further discuss the plans was discouraged by Lori Bluhm, City Attorney who reminded Mr. Lin that this would not be in compliance with the “open meetings” law.

Blythe commented if anyone had any other comments or concerns with the drawings etc. There were none.

Motion by Deane Blythe to add “Where As” clause to resolution approval.

Seconded by Jacque Nixon.

Dorothy Scott concerned and wanted a second vote for the movement or non-movement of the church and parsonage.

Motion by Blythe to ad “Where As” clause **rescinded.**

Motion by Dorothy Scott to change vote. **No second to the motion**.

Motion by Deane Blythe to add “Where As” clause to proposed resolution as follows:

“WHERE AS”, the Historic District Commission is satisfied that under the current City of Ordinances, the proposed move of the historic structures from their current location to 60 W. Wattles Road will still subject the historic structures to the regulation of the Troy

Historic District Commission, as set forth in Chapter 13 of the City of Troy ordinances; and"

Seconded by Jacque Nixon.

PROPOSED RESOLUTION

WHEREAS, the City of Troy has filed an application to move the historic church and parsonage from its current location at 90 E. Square Lake Road and 110 E. Square Lake Road to the Troy Museum and Historic Village, located at 60 W. Wattles Road; and

WHEREAS, the application has now been supplemented with construction documents, including a site plan, building plans, specifications and historic briefs used as a basis of design, which have been prepared by architect Gerald J. Yurk of Gerald Yurk & Associates; and

WHEREAS, the Historic District Commission is satisfied that under the current City of Troy Ordinances, the proposed move of the historic structures from their current location to 60 W. Wattles Road will still subject the historic structures to the regulation of the Troy Historic District Commission, as set forth in Chapter 13 of the City of Troy ordinances; and

WHEREAS, the Historic District Commission for the City of Troy finds the supplemental documents to be in keeping with the goals of Chapter 13 of the City of Troy ordinances and the Historic District Commission's earlier resolution of July 23, 2002;

NOW THEREFORE, the Troy Historic District Commission approves the application, as supplemented, of the City of Troy to move the historic church and parsonage from their current locations at 90 and 110 E. Square Lake Road, Troy, MI to the Troy Museum and Historic Village, located at 60 W. Wattles Road, in the City of Troy; provided that the Square Lake property will be used as a park which will be developed consistent with historic nature to provide information and interpretation of the entire Troy Corners area.

The Chair of the Historic District Commission is therefore authorized to sign a certificate of approval, which shall be attached to the application for a building permit and immediately transmitted to the City of Troy Director of Building and Zoning. The Chair of the Historic District Commission is further authorized to stamp the application submitted to the Historic District Commission signifying the approval.

Vote taken on the Proposed Resolution

Dorothy Scott	No
Jacque Nixon	Yes
Dean Blythe	Yes
Marjorie Biglin	Yes
Paul Lin	Abstain
Kevin Danielson	Yes

Motion and Resolution Passed

The Historic District Commission meeting adjourned at 9:30 p.m.

Respectively Submitted

Marjorie Biglin
Secretary

ADVISORY COMMITTEE FOR PERSONS WITH DISABILITIES - DRAFT SEPT 4, 2002

The Chairman, Leonard Bertin, called the meeting to order at 7:03 pm Wednesday, September 4, 2002.

Present:	L Bertin, member	K Gauri, member
	C Buchanan, member	S Burt, alternate
	A Done, member	P Manetta
	T House, member	N Johnson, member
	D Kuschinsky, member	D Pietron, member
	J Rodgers, member	S Lu, student

Also
Present: M Grusnick, staff
M. McGinnis, staff

Absent: J Shah, Alt

ITEM B – APPROVAL OF MINUTES OF MEETING OF JUNE 5, 2002

Rodgers moved to approve the Minutes of June 5, 2002. Supported by Kuschinsky. All voted in favor.

ITEM C – VISITORS, DELEGATIONS AND GENERAL PUBLIC

ITEM D – NEW BUSINESS

Bertin stated that Rich Baum, a builder that would like to specialize in building handicapped accessible homes in Troy, has contacted him. Mr. Baum did not attend the meeting so no discussion took place.

Paul Lin, a Troy resident and Architect, also contacted Bertin regarding the accessibility of the church and parsonage that is to be moved to the museum site. Bertin stated that he is afraid ramps would negate the historic credibility of these structures. Johnson recommended that a portable or removal ramp be available. Burt said she would research the feasibly of portable ramps. It was suggested that members of the committee visit the site to gain their prospective. It was requested that plans of the church and parsonage from the Planning Commission be made available at the next meeting.

ITEM E – REGULAR BUSINESS

ITEM F – OLD BUSINESS

Bertin stated that there will be a collection box for used cell phones at the City's information booth at Troy Daze. These phones will be collected and reprogrammed with the 911 number and given to senior citizens and people with disabilities for emergency use only. All phones collected must be in working order and have a charger. C. Stewart has put out a press release to notify the public of this collection. D. House will attend the meeting for Senior Citizens on Thursday morning, September 5, 2002, to coordinate their efforts with this program.

Bertin submitted a letter on increased accessibility in new housing to City Council. The article was printed in the Troy Eccentric. As a result, he was asked to write another article which he titled "Be a Hero to Yourself by Standing Up For What's Right in Our Community", also printed in the Observer & Eccentric August 1, 2002.

Bertin presented his copy of the City Brochure for the Advisory Committee for Persons with Disabilities. A few changes were suggested and a color was selected. D Kuschinsky made a motion to accept the brochure with changes. Rodgers seconded motion. All voted in favor. D. Kuschinsky made motion for color blue. D. House seconded motion. All voted in favor. This brochure should be completed in time to be present at Troy Daze.

ITEM G – INFORMATIONAL ITEMS

Bertin attended the meeting of the Troy Daze Committee on Tuesday, September 3, 2002. He was asked if an audiotape of the City Council meetings could be made available for the visually impaired. He talked to C Stewart and she will attempt to make the tape available at the library on a check out basis. A. Done will follow up to make sure it is available.

ITEM H - ADJOURN

Bertin made a motion to adjourn the meeting at 8:05 pm. House seconded the motion. All voted in favor.

MG:mm

The Chairman, Michael Hutson, called the meeting of the Board of Zoning Appeals to order at 7:30 P.M. on Tuesday, September 17, 2002.

PRESENT:	Kenneth Courtney	ALSO PRESENT:	Mark Stimac
	Christopher Fejes		Allan Motzny
	Marcia Gies		Pam Pasternak
	Michael Hutson		
	Matthew Kovacs		
	Mark Maxwell		
	Cindy Pennington		

ITEM #1 – APPROVAL OF MINUTES – MEETING OF AUGUST 20, 2002

Motion by Maxwell
Supported by Fejes

MOVED, to approve the minutes of the meeting of August 20, 2002 as written.

Yeas: All – 7

MOTION TO APPROVE MINUTES CARRIED

ITEM #2 – APPROVAL OF ITEMS #3 THROUGH #8

Motion by Courtney
Supported by Gies

MOVED, to approve Items 3 and 5 and Items 6 and 8 in accordance with the suggested resolutions as presented by City Staff.

Yeas: All – 7

ITEM #3 - MOVED, to grant the request of Handleman Company, 500 Kirts, a three (3) year renewal of their variance for relief of the 6' high masonry-screening wall required along the west 606 feet of their northern property line where it abuts residentially zoned land.

- A berm with landscape is provided along the property line.
- Conditions remain the same.
- There are no objections or complaints on file.

ITEM #5 – MOVED, to grant the request of F & R Investments, 6050-6054 Livernois, a three (3) year renewal of relief of the 6' high masonry-screen wall required along the north and east property lines where they abut residentially zoned land.

- A six-foot fence exists along the north property line.
- There is existing vegetation along the east property line.
- Conditions remain the same.
- There are no objections or complaints on file.

ITEM #6 - MOVED, to grant Arnold Becker, 2480-2880 Rochester, a three (3) year renewal of the 6' high masonry-screen wall required along the east property line where the site abuts residentially zoned land.

- Adjacent property is shown on the Master Plan as non-residential use.
- Conditions remain the same.
- There are no objections or complaints on file.

ITEM #8 - MOVED, to grant St. Nicholas Greek Orthodox Church, 760 W. Wattles, a three (3) year renewal of relief to provide a 4'-6" high landscaped berm in lieu of the 4'-6" high masonry-screen wall required along their parking areas which abut residential zoned property.

- Conditions remain the same.
- There are no objections or complaints on file.

ITEM #7 – RENEWAL REQUESTED. TROY CHURCH OF CHRIST, 800 TROMBLEY, for relief of the 4'-6" high masonry-screening wall required along the east, south and west sides of off-street parking.

Mr. Stimac explained that the petitioner is requesting renewal of relief to provide landscape screening in lieu of the 4'6" high masonry screen wall required along the east, south and west area of the parking lots where they are adjacent to residential zoning. This Board has granted this relief since 1989. This item last appeared before this Board at the meeting of September 1999 and was granted a three (3) year renewal at that time.

Mr. Karl Randall a member of the Troy Church of Christ was present and stated that he had nothing to add.

Motion by Courtney
Supported by Gies

ITEM #7 – con't.
MOVED, to grant Troy Church of Christ, 800 Trombley, a permanent variance for relief of the 4'-6" high masonry-screening wall required along the east, south and west sides of off-street parking.

- No objections or complaints on file.
- Variance is not contrary to public interest.
- Variance will not have an adverse effect on surrounding property.
- Substantial landscaping exists along the property line.
-

Yeas: All – 7

MOTION TO GRANT A PERMANENT VARIANCE CARRIED

ITEM # 9 – VARIANCE REQUESTED. KENT MELLEBRAND, 1065 HARTLAND, for relief to construct a 576 square foot detached garage that would result in 896 square feet of accessory building where 600 square feet are permitted.

Mr. Stimac explained that the petitioner is requesting relief to construct a 576 square foot detached garage that would result in 896 square feet of accessory building where 600 square feet are permitted. This item first appeared before this Board at the meeting of June 2002 and was postponed to allow the petitioner to explore the possibility of attaching this proposed garage to his home. This item was then placed on the agenda for the meeting of July 16, 2002 and the Board took no final action. This item has now been placed on this agenda to allow the petitioner the opportunity to be present, and to allow the Board to take final action on this request.

Mr. Kent Mellebrand was present and stated that the other garage is unusable as a garage, but is used mainly for storage and a workshop. Mr. Mellebrand also stated that he had looked into the possibility of attaching the garage to his home, but did not feel that was a workable solution. Mr. Mellebrand said that he wished to stay with his original request.

The Chairman opened the Public Hearing. No one wished to be heard and the Public Hearing was closed.

Motion by Courtney
Supported by Gies

MOVED, to deny the request of Mr. Mellebrand, 1065 Hartland, for relief of the Ordinance to construct a 576 square foot detached garage that would result in 896 square feet of accessory building where 600 square feet are permitted.

- Petitioner did not demonstrate a hardship.

ITEM #9 – con't.
Mr. Fejes asked for a discussion on this matter before a vote was taken. Mr. Fejes asked Mr. Mellebrand why he wanted this extra garage. Mr. Mellebrand stated that the other building was more like a shed, than a garage. Mr. Mellebrand also said that he has two cars, and would like to have the benefit of a full garage. Mr. Mellebrand stated that he uses the original garage for storage and a workshop. Mr. Fejes asked what he used the workshop for and Mr. Mellebrand stated that his home is approximately 800 square feet and does not have a basement and therefore he uses this accessory building for storage, as well as a shop for wood working.

Mrs. Pennington asked Mr. Mellebrand if he could add on to his existing garage. Mr. Mellebrand stated that the area that appears to be a driveway has now been fenced off and he would not have any access to this area.

Mr. Fejes asked how large this lot was and Mr. Stimac stated that based on the site plan submitted by the petitioner, the lot is 80' x 110'.

There are two (2) written approvals on file and there are two (2) written objections on file.

Mr. Fejes then asked Mr. Mellebrand what he planned to put in this new structure. Mr. Mellebrand stated that he planned on putting his cars in the garage. Mr. Mellebrand went on to say that he has never used the original structure as a garage, because it is too difficult to park a car in there, due to the fact that the location of the door makes it very difficult to enter or exit a car. Mr. Fejes asked Mr. Mellebrand to explain what he feels the hardship is, and Mr. Mellebrand stated that basically it is because he does not have anywhere to park his cars.

Mr. Fejes stated that he felt this home was small due to the fact that it does not have a basement. Mr. Courtney stated that he feels that an accessory building at 600 square feet would be sufficient, or if Mr. Mellebrand wished he could attach this building to his home and a variance would not be required. Mr. Fejes also asked how large the original building is, and Mr. Courtney stated that he thought it was about 16' wide X 18' deep. In his opinion it would be a large one-car garage.

Mr. Kovacs asked Mr. Mellebrand why he was against attaching the garage to his home. Mr. Mellebrand stated that the only way he could attach it was by putting it on the east side of the home, and he had just added new siding and windows, and the only way it would work was if he added a breezeway and he felt that this would be a breezeway with nowhere to go. Mr. Mellebrand also stated that he could not put it at the front of the house, due to the fact that there was a large mature tree in that area. Mr. Kovacs asked if he would like the garage that far back, and Mr. Mellebrand stated that he would probably move the garage up.

Mr. Hutson called for a vote on Mr. Courtney's motion to deny this request.

ITEM #9 – con't.
Motion by Courtney
Supported by Gies

MOVED, to deny the request of Mr. Mellebrand, 1065 Hartland, for relief of the Ordinance to construct a 576 square foot detached garage that would result in 896 square feet of accessory building where 600 square feet are permitted.

- Petitioner did not demonstrate a hardship.
- The petitioner could attach this garage to his home, and a variance would not be required.

Yeas: 4 – Kovacs, Courtney, Gies, Hutson
Nays: 3 - Maxwell, Pennington, Fejes

MOTION TO DENY REQUEST CARRIED

ITEM #10 – VARIANCE REQUESTED. MURRAY SCOTT, 3831 KINGSPOINT, for relief to construct a 50' high freestanding antenna structure.

Mr. Stimac explained that the petitioner is requesting relief of the ordinance to construct a 50' tall amateur radio antenna structure. The site plan submitted indicates a proposed 50' high freestanding antenna structure. Section 40.57.06 limits the height of this structure to 25' in the R-1C Zoning District. The Board should note the specific consideration requirements of Paragraph B, of Section 43.80.00 of the Zoning Ordinance.

This item first appeared before this Board at the meeting of May 2002 and this request was denied. In August 2002 the Board of Zoning Appeals voted to reconsider this request, based on evidence presented by Mr. Scott regarding effective communication.

Mr. Scott was present and stated that he felt that the packet he provided to the Board members was sufficient to answer any questions. Mr. Scott went on to say that he is an amateur radio operator and when he had moved into this area, he had seen two other antennas in this subdivision and did not think that putting up this antenna structure, which he has already purchased, would be a problem. Mr. Scott said that he had done a great deal of research on this matter and the extra height would be necessary for clearer communication. Mr. Scott also said that he would like to put an antenna up that would cover all of Troy. Mr. Scott further stated that the ideal height of an antenna would be 70' and he feels that he has compromised with the City in only asking for an antenna that would be 50' in height. Mr. Scott feels that it is up to the City to accommodate amateur radio operators, and would like effective height to be able to communicate. Mr. Hutson asked if Mr. Scott presently had an antenna and Mr. Scott stated that he did not, however, he was going to put up some type of antenna, and felt that the Board should allow him to put up the antenna he is requesting.

ITEM #10 – con't.
Mr. Hutson asked Mr. Murray if he could communicate with other radio operators with a 25' antenna. Mr. Murray stated that he could depending on what frequency they were on. Mr. Murray also stated that he could like to be able to cover all of Troy, and it would depend on which band was being used by other operators. Mr. Murray explained that there are bands throughout the whole frequency range. Mr. Murray stated that he could explain everything but felt that people may be confused and that was the reason he had distributed the packets to Board members. Mr. Hutson asked what the minimum tower height required is for effective communication with other amateurs. Mr. Scott stated that 25' would give him some use, but that it may not be 100% reliable and he is looking for 100% reliability. Mr. Hutson stated that he understood that the higher the tower, the more effective the communication. Mr. Scott stated that he may be able to talk to people with a tower that is 25' high, but he would be able to communicate with more people with a higher tower. Mr. Scott also stated that there have been a number of Federal court cases and variances have been granted for towers that are 75' high. Mr. Hutson stated that he understood that, however, the Ordinance states that the height would "effectively preclude" communication, and that is why he was asking what the minimum height requirement would be. Mr. Scott stated that 25' would not allow him to communicate effectively for the distances he would like.

Mr. Maxwell asked Mr. Scott what antenna height would be required to cover the City of Troy and Mr. Scott stated that he was not exactly sure, but would like to have his antenna the same height as the Police Department antennas. Mr. Scott also said that he would like to be able to talk to Oakland County and felt that a 50' tower may be sufficient. Mr. Maxwell stated that he had done some research on this topic and found companies that would provide telescopic retractable antennas and asked if Mr. Scott had explored the possibility of a tower that would retract. Mr. Scott stated that he did not feel that this type of tower would be as structurally sound as a permanent tower, and also felt that it would be left up more than it would be down. Mr. Maxwell also stated that he had come across one that could be folded down, and Mr. Scott stated that he thought the reason most people had an antenna that could be folded down, was due to the fact that they were afraid to climb up the tower to work on it.

Mr. Maxwell asked Mr. Scott approximately how high his home was, and Mr. Scott stated that he had never measured it, but thought it was probably around 15'. Mr. Maxwell also stated that the yard narrows in the back, and asked where he was planning to place the antenna. Mr. Scott stated he wished to place it in the middle of his yard. Mr. Scott went on to say that under the present Ordinance, a homeowner with a two-story house, which would be approximately 25' high could put up a 12' antenna, which would bring the total height up to 37'. Mr. Scott stated that he did not feel his request for 50' was too excessive due to this fact. Mr. Maxwell stated that there was not any screening in either the front or rear yard and felt that this antenna would be 35' above the height of his home. Mr. Maxwell also stated that PRB-1, which was a FCC release in 1985, talked about allowing the amateur operator to communicate effectively, however, also provided for screening issues, health issues and the size of the lot. Mr. Maxwell also stated that according to this article, Mr. Scott would be limited to the height

ITEM #10 – con't.
of his antenna based on the placement of the structure in his side yard. Mr. Maxwell further went on to say that he felt he would like to see some compromise made, but was concerned due to the narrowness of this lot and also the fact that there is no screening provided.

Mr. Courtney also asked if Mr. Scott would be interested in a 50' or 75' retractable tower. Mr. Scott stated that he did not feel it was structurally sound. Mr. Courtney stated that he would prefer to see a retractable antenna, rather than one that is up all the time. Mr. Maxwell stated that the antennas he looked into would retract to only 18', which would be 3' higher than the existing home, and Mr. Maxwell felt would be more wind resistant.

At this time the Chairman opened the Public Hearing.

Mr. Mike Blust, 3881 Nash was present and stated that his home backs up to Mr. Scott's property. Mr. Blust is concerned that whether the antenna is retractable or not, it will affect the property value of his home and is also concerned that by granting this variance it may encourage more towers in subdivisions in Troy. Mr. Blust also does not feel that there is any advantage to having a retractable tower, due to the fact that it could be up most of the time. Mr. Blust stated that he is adamantly opposed to the granting of this variance request.

Mr. Ronald Kelemen, 3890 Nash was present and stated that his yard backs up to Mr. Scott's yard. Mr. Kelemen said that he is very opposed to this request. Mr. Kelemen went on to say that the neighbors have not seen what type of antenna Mr. Scott wishes to put up. Mr. Kelemen feels that a 50' antenna would be a detractor from the appearance of the neighborhood and is also concerned about the interference with regard to cable and other services.

Mr. Patrick Carr, 3945 Knox, was present and stated that he lives directly next door to Mr. Scott's residence. Mr. Carr stated that he has a number of safety concerns due to the fact that there are a number of toddlers living in the area, and is worried that they may try to climb this structure. Mr. Carr also agreed with the other residents in that he feels a 50' tower would detract from the subdivision. Mr. Carr further stated that if this 50' tower were to fall it would land on his property, and this is of great concern to him. Mr. Carr said that he is against this request for a variance and felt that the City should look very carefully into the matter before granting permission for 50' towers in densely populated areas.

Mr. Philip Ode, 4508 Whisper Way, was present and stated that he is also an amateur radio operator. Mr. Ode stated that studies have been done and that towers do not have an impact on resale value of homes in the area, and knows of one home in particular which sold at a premium price, even though it was located right next to a home which had a couple of antennas. Mr. Ode went on to say that there are a lot of issues to look into regarding the height of antennas and effective communication. Mr.

ITEM #10 – con't.
Ode said that communication is done through the use of "bands" and each "band" is the length of the radio wave. Good antenna design requires that you be one-half wavelength off the ground, and so for a 40-meter band the antenna would be approximately 66' – 70' off the ground. Mr. Ode also stated that there are more extensive bands also, but Mr. Scott is not interested in these other bands at this time. Mr. Ode further stated that with UHF and VHF, the actual antenna itself is only a few feet long, it is in the two-meter band, but the height of the antenna above the ground determines the radiation distance. Mr. Ode also said that if you look at the top of existing buildings, you will see a number of antennas sticking up from the tops of these buildings.

Mr. Maxwell asked Mr. Ode if the fact that Mr. Scott's home is approximately 900' above sea level would have any effect on communication. Mr. Ode stated that the higher you are the better off you are, for long-range communication. Mr. Ode also said that the soil properties play into effective communication. Mr. Ode went on to say that if you are less than 20 meters off the ground, the ground actually becomes one-half of your antenna and some compensation will have to be allowed for. Mr. Ode also stated that when he wanted to have his teenage daughters get off the phone, he would turn up the wattage of his radio and they would hang up due to the interference. Mr. Maxwell also asked if Mr. Scott communicates with Oakland County Emergency and Mr. Ode stated that he was trained by the Federal Government in order to communicate with the Oakland County Emergency Management Center. Mr. Maxwell then asked what minimum height for an antenna would be required for effective communication. Mr. Ode stated that the hobby is more expansive than to limit it to one item, although a 50' antenna would allow him to communicate with Oakland County but not necessarily with Lansing.

Mr. Courtney asked how far Mr. Ode lived from this property and Mr. Ode stated he was approximately 2 miles away. Mr. Courtney then asked if had ever had complaints from his neighbors and he stated that he did not.

No one else wished to be heard and the Public Hearing was closed.

There are nine (9) written objections on file. There is one (1) written approval on file.

Ms. Pennington asked Mr. Scott if the antenna that he had purchased was similar to the other antennas in his subdivision. Mr. Scott stated that his antenna would be similar to an antenna in his subdivision that has a TV antenna on the top of it. Mr. Scott said it would be the same model, same manufacturer and same height. Ms. Pennington asked if additional insurance would be required and Mr. Scott replied that he felt that his homeowner's insurance would cover this. Ms. Pennington also stated that she had spoken with other neighbors in this area regarding the existing antennas, and they have expressed concern about the safety of them. Ms. Pennington further pointed out that one of the existing antennas is very rusty and looks very unsafe.

ITEM #10 – con't.
Mr. Courtney again asked Mr. Scott if a resolution was passed allowing for a retractable antenna, with stipulations regarding a time frame, if he would be interested in such a resolution. Mr. Scott replied that he felt that there would be a problem with the Board attempting to regulate the times he can use the antenna and he would not prefer this type of resolution. Mr. Scott also stated that sometimes things are done by remote control and he was thinking of adding a weather station that would run all the time. Mr. Scott did not feel that a retractable antenna would be feasible.

Mr. Maxwell again stated that he is very concerned about the narrowness of the property and would only be in favor of a retractable antenna operating at night. Mr. Maxwell also stated that a 50' antenna would be 35' above the house and is very concerned due to the fact that there is no screening.

Mr. Kovacs stated that he understands the neighbors concerns, however, Mr. Scott can put up an antenna that would be 25' high without a variance. Mr. Kovacs also stated that the higher tower would prevent less interference, but feels that the only viable solution would be a retractable antenna and does not think Mr. Scott would be interested in this solution.

Motion by Maxwell
Supported by Pennington

MOVED, to grant Mr. Murray Scott, 3831 Kingspoint relief of the Ordinance to construct a 40' retractable antenna.

- Antenna would not be any higher than 25' during daylight hours.
- Antenna would not be extended during daylight hours, unless there was an emergency.
- Variance would be reviewed within one (1) year.

Mr. Courtney asked Mr. Maxwell why he wanted a 40' high antenna. Mr. Maxwell then stated that he was concerned about the narrowness of the lot, and did not believe that this lot would support a 50' antenna.

Motion by Courtney
Supported by Gies

MOVED, to amend the motion to make it a 50' vs. 40' antenna.

Mr. Motzny wanted to note that there are not any cases in Michigan interpreting PRB-!, but other case laws in other jurisdictions indicated that regulating the times an amateur radio operator can operate is an unreasonable regulation. Mr. Motzny also stated that PRB-1 was a compromise that the FCC came up with, and the Federal Government believes that amateur radio operators are an effective means of emergency communication. Mr. Motzny also said that our Ordinance allows this Board to impose

ITEM #10 – con't.
conditions on variances that are granted, however, these conditions must be considered to be reasonable, and time regulations for amateur radio operators are considered an unreasonable regulation by some jurisdictions.

The Chairman then called for a vote on Mr. Courtney's request to amend Mr. Maxwell's motion.

ON THE MOTION TO AMEND THE MOTION TO MAKE IT A 50' VS. 40' ANTENNA.

Yeas: 3 – Courtney, Gies, Kovacs
Nays: 4 – Maxwell, Pennington, Fejes, Hutson

MOTION TO AMEND REQUEST FAILS

ON THE MAIN MOTION.

Yeas: 3 – Pennington, Kovacs, Maxwell
Nays: 4 – Courtney, Fejes, Hutson, Gies

MOTION TO GRANT A 40' RETRACTABLE ANTENNA FAILS

Motion by Courtney
Supported by Gies

MOVED, to grant Mr. Murray Scott, 3831 Kingspoint, relief of the Ordinance to construct a 50' retractable antenna.

- Antenna would not up be unless in personal use.
- Antenna would not be up when used by remote.

Yeas: 3 – Courtney, Gies, Kovacs
Nays: 4 – Fejes, Hutson, Maxwell, Pennington

MOTION TO GRANT VARIANCE FAILS

Motion by Fejes
Supported by Hutson

ITEM #10 – con't.
MOVED, to deny the request of Mr. Murray Scott, 3831 Kingspoint for relief to construct a 50' high freestanding antenna structure.

- Large number of neighbors object to this variance.
- Board believes that 25' high tower would be sufficient for Mr. Scott's needs.

Yeas: 3 – Fejes, Hutson, Pennington
Nays: 4 – Courtney, Gies, Kovacs, Maxwell

MOTION TO DENY REQUEST FAILS

Motion by Courtney
Supported by Gies

MOVED, to grant Murray Scott, 3831 Kingspoint, a variance for relief to construct a 50' high freestanding antenna structure.

Yeas: 2 – Gies, Courtney
Nays: 5 – Fejes, Hutson, Kovacs, Maxwell, Pennington

MOTION TO GRANT REQUEST HAS BEEN DENIED

ITEM #11 – VARIANCE REQUESTED. CHERYL WHITTON, ARCHITECTURAL CONSORTIUM, INC., ST. ANASTASIA CHURCH, 4571 JOHN R., for relief of the Ordinance to construct an addition to the existing Church, which does not include a 4'-6" high obscuring wall between the parking lot and adjacent residential property.

Mr. Stimac explained that petitioner is requesting relief of the screening requirements in relation to an addition to St. Anastasia Church. Paragraph F of Section 10.30.04 of the Troy Zoning Ordinance requires a continuous 4'-6" high obscuring wall between the parking lot and adjacent residential property. The site plan submitted does not include such a wall along the north property line where the parking lot is being expanded along the adjacent residential property.

Ms. Cheryl Whitton was present and stated that she was representing St. Anastasia Church. Ms. Whitton stated that the neighbors have indicated that they are not in favor of a 4'-6" high wall between the parking lot and their residential property and would prefer to have additional natural screening added. Ms. Whitton said that installation of the wall would compromise the existing vegetation on both the Church's property, as well as the residential property. Ms. Whitton indicated on a copy of the site plan, which she brought in that they plan to add 37 new site trees, 24 of them to be placed on the north property line and 38 additional trees within the parking area. Ms. Whitton stated these plantings would consist of Colorado Spruce, Red Maple, Austrian Pine, Summit Ash and Spring Snow Crab trees. Ms. Whitton said that they believe these additional trees along with the existing vegetation, will make a very dense screening.

ITEM #11 – con't.
Ms. Pennington asked if any existing trees were going to be removed. Ms. Whitton said that one of the neighbors asked that a Cottonwood tree be removed, and they plan to do this for the neighbor.

The Chairman opened the Public Hearing.

Ms. Roberta Primeau, 1802 Welling was present and stated that she had some questions regarding the additional screening. Ms. Whitton pointed out which trees would be planted near Ms. Primeau's property and Ms. Whitton stated that they would put in Colorado Spruce and a Red Maple. Ms. Primeau expressed concern over who would be responsible for maintaining the property and Ms. Whitton stated that she felt that the Church was very conscientious in making sure that the landscaping was maintained. Ms. Primeau also stated that there was a split rail fence at the back of the property, which was in a state of disrepair and Ms. Whitton stated that this fence did not belong to the Church. Mr. Hutson asked if Ms. Primeau would prefer a wall, and Ms. Primeau asked whether this would be a solid hedge. Ms. Whitton stated that they did not plan to put in a hedge, however, the Spruce trees would be between 5' and 6' in diameter, which would create quite a lot of screening.

Mr. Kovacs asked if Ms. Primeau wanted the brick wall. Ms. Primeau stated that she had seen children riding through her yard, and slam their bikes or scooters in the fence, and she is concerned about a lawsuit. Mr. Kovacs asked if she would feel better if the Board added a time line regarding this variance. Ms. Primeau stated that she would go along with the plantings, as long as the Church maintains the property.

Mr. Robert Bushnell, 1770 Welling, was present and stated that he had attempted to reach all of the neighbors in this area to get their feeling on this variance request. Mr. Bushnell stated that they are in favor of granting this variance, and would be against a screening wall.

Mr. Andy Vanhoef, 1756 Welling, was present and stated that he is against a screening wall. Mr. Vanhoef indicated that he supports this request for a variance.

Mr. Dave Lakin, 4610 Luisa, was present and stated that he is against a screening wall and would like the Board to grant this variance. Mr. Lakin also stated that they would like to see additional vegetation added to this area.

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 objections on file.

Motion by Fejes
Supported by Courtney

ITEM #11 – con't.
MOVED, to grant Cheryl Whitton, Architectural Consortium, Inc., representing St. Anastasia Church, 4571 John R., a three (3) year variance for relief of the Ordinance to construct an addition to the existing Church, which does not include a 4'-6" high obscuring wall between the parking lot and adjacent residential property.

- Variance is not contrary to public interest.
- Variance will not have an adverse effect on surrounding property.
- Three-year time limit will allow new planting to grow in.
- Neighbors in the immediate vicinity do not want an obscuring wall added.

Yeas: All – 7

MOTION TO GRANT VARIANCE FOR THREE (3) YEARS CARRIED

ITEM #12 – VARIANCE REQUESTED. MANISH & SONAL MEHTA, 710 SYLVANWOOD, for relief of the side yard setback to construct a second floor addition.

Mr. Stimac explained that the petitioner is requesting relief of the side yard setback to construct a second floor addition. Section 30.10.04 requires 10' minimum side yard setback in R-1C Zoning Districts. The plans submitted indicate the existing house has a 6'-1" side yard setback to the west property line. Therefore, the existing home is a legal non-conforming structure. Plans submitted for the proposed second floor addition show continuing this 6'-1" side setback. Section 40.50.04 prohibits expansions to legal non-conforming structures in a way that increases its non-conformity.

Mr. John Glister, of Fairway Construction was present and stated that this second floor addition would not encroach any further into the side yard setback. Mr. Glister further stated that they plan to build up and not out. Mr. Glister indicated that there are three bedrooms upstairs and basically all they want to do is enlarge this area.

The Chairman opened the Public Hearing. No one wished to be heard and the Public Hearing was closed.

There are three (3) written approvals on file. There are no written objections on file.

Motion by Pennington
Supported by Maxwell

MOVED, to grant Manish & Sonal Mehta, 710 Sylvanwood, relief of the side yard setback to construct a second floor addition.

- The variance only extends the existing wall of the home
- Variance is not contrary to public interest.
- Variance would not have an adverse effect on surrounding property.
- Conformance to the Ordinance would be unnecessarily burdensome.

ITEM #12 – con't.
Yeas: All – 7

MOTION TO GRANT VARIANCE CARRIED

ITEM #13 – VARIANCE REQUESTED. HAROLD & BETTY MALAKINIAN, 2345 FOREST TRAIL, for relief of the rear yard setback to construct a sunroom addition.

Mr. Stimac explained that the petitioner is requesting relief of the rear yard setback to construct a sunroom addition. In 1991, the Board of Zoning Appeals granted a variance for a bedroom addition on the other corner of the home with a 28' rear yard setback. The application submitted now indicates a sunroom addition with a proposed 26.05' rear yard setback. The Zoning Ordinance requires a 40' rear yard setback in a R-1C Zoning District.

Mr. Rick Haddad, a representative of Mr. Enclosure was present and stated that Mrs. Malakinian suffers from a degenerative joint disease and her physician had stated that a hot tub would be beneficial for her condition. Mr. Haddad also stated that the new addition would not encroach any closer to the rear lot line than the existing structure. Mr. Haddad said that the neighbor next door to this property had given a letter of approval, and also obtained two approvals from the neighbors across the street.

Mr. Courtney stated that the person directly behind the home has objected to this request and Mr. Haddad said that he had spoken to them and discussed their concerns with them.

Ms. Pennington asked what size the sunroom would be and Mr. Haddad said it was 11' in order not to encroach any further into the rear yard setback.

Mr. Malakinian stated that he wished the variance for a sun porch with a hot tub due to the fact that his wife's physician recommended this as a form of treatment for his wife's arthritis. Mr. Malakinian further stated that it was difficult for his wife to go up and down stairs and this sunroom would be convenient for her. Mr. Malakinian also said that he has a 6' high fence around his property and therefore, this sunroom would not be visible to the neighbors. Mr. Malakinian said that he and his wife had spoken to the neighbors behind them, and he thought that their main concern was if this variance request was granted, it would make it difficult for them to obtain a variance if they needed one. Mr. Malakinian also said that he would like to make this hot tub as convenient as possible for his wife. Mr. Hutson asked Mr. Malakinian about the variance that was requested in 1991 and Mr. Malakinian replied that this room was added on as a bedroom for his sister who was ill, and eventually he and his wife will use this room as their bedroom.

The Chairman opened the Public Hearing.

Mr. Brian Mitchell, 2344 Hillcrescent was present and stated that his home directly backs up to this home. Mr. Mitchell stated that he thinks that the more space between

ITEM #13 – con't.
homes, the better the appearance and supports the Zoning Ordinance. Mr. Mitchell also stated that this home is one of the largest in the area and there are only two people living in it. Mr. Mitchell pointed out that he and his family total five people and live in a home that is only 1800 square feet, while he believes that this home is approximately 3,000 square feet. Mr. Mitchell expressed concern that the approval of a second variance for this home, would make it more difficult for him to obtain a variance in the future if he so desired. Mr. Mitchell also stated that they had approved of the request in 1991 due to the fact that they thought it would be helpful for the Malakinians, however, they do feel that the request for a second variance is excessive. Mr. Mitchell pointed out that this sunroom is a solution to the existing physical problem, but the variance will continue no matter who lives in the home. Mr. Mitchell also said that although the fence is supposed to be 6' high, due to the grade of the property, it drops lower than that in some sections.

Mr. Courtney asked if Mr. Mitchell thought an encroachment of 1.95' was excessive. Mr. Mitchell said he feels that Mr. Malakinian is actually asking for an encroachment of 14'. Mr. Mitchell again stated that he feels two variances on the same property are excessive. Mr. Mitchell also asked if the hot tub couldn't be built within the existing structure.

Mr. Stimac stated that the variance granted in 1991 allowed the addition at the northwest corner of the house with a 28' setback. Mr. Stimac further stated that this Zoning District requires a 40' rear yard setback.

Mr. Kovacs asked Mr. Haddad what this structure would look like. Mr. Haddad said it was a glass structure on all sides. Mr. Kovacs then asked if Mr. Mitchell would prefer to have this hot tub built outside the home.

Mrs. Mitchell, 2344 Hillcrescent was also present and stated that because their windows directly face the yard, their home completely faces the original addition as well as the proposed addition. Mrs. Mitchell also said they would rather see this sunroom on the side of the home. Mrs. Mitchell further stated that a hot tub which is constructed on a deck or outside of the home, can be removed, however, she did not feel that anyone would ever remove an addition. Mrs. Mitchell also stated that her property is the one that is most directly affected by this request and was upset that a second variance was requested. Mrs. Mitchell also stated that she feels that this addition would negatively affect their property due to the fact that this variance would be permanent. Mrs. Mitchell said that she thinks that there are other alternatives available without a variance.

No one else wished to be heard and the Public Hearing was closed.

Mr. Kovacs commented on how large this home was and asked how many bedrooms it has. Mr. Malakinian stated that there are four bedrooms upstairs, and one bedroom downstairs. Mr. Kovacs asked if there were any rooms inside the home that could be used for the hot tub. Mrs. Malakinian stated that it is very difficult for her to negotiate

ITEM #13 – con't.
the stairs, and she does not feel that any of the rooms on the first floor could be converted to accommodate this hot tub.

Mr. Courtney suggested that perhaps a small elevator or stair lift could be installed for Mrs. Malakinian's use, and the first floor bedroom could possibly be converted to contain the hot tub.

Mr. Stimac said that the variance granted in 1991 indicated a 14' room addition would result in a 28' setback. Mr. Stimac also said that this setback was determined by a survey, which was done in 1967; although when all the numbers are added up, he would guess that the setback is actually 25'. Mr. Stimac also said that Building Department personnel had not gone out and field verified these measurements, but would suggest that if the Board were to grant this variance request, it would be with the stipulation that the new addition would not encroach any further than the existing addition. Mr. Stimac also said that the Building Department would go out and verify the existing setbacks. Mr. Stimac pointed out that this home is on a lot, which is considered a double front corner lot, and the existing house is 44' from the front property line along Gatesford Circle and a 14' addition could be added there without a variance.

Mr. Kovacs asked the builder if it would be possible to put this addition in the side yard. Mr. Haddad stated that a door wall would have to be added, and he thought that the other neighbors would probably object to an addition in the side yard. Mr. Haddad also said that they are not asking for any additional encroachment, and the sun room will not be any closer to the rear lot line than the existing addition. Mr. Haddad further stated that he thought that the addition would be more aesthetically pleasing in this location, rather than at the side of the house.

Mr. Courtney asked if a deck and hot tub could be added without a variance. Mr. Stimac stated that an uncovered, unenclosed deck can project up to 15' into the rear setback. Mr. Courtney also asked if the neighbors would prefer to see an uncovered deck with a hot tub. Mr. Mitchell stated that they would rather it were put in the side yard.

Mrs. Gies asked if it would be possible to put the hot tub in the garage and move part of the garage over. Mr. Stimac stated that he thought that the garage could be moved out about 12'-6", based on the original survey.

There are three (3) written approvals on file. There is one (1) written objection on file.

Motion by Maxwell
Supported by Fejes

ITEM #13 – con't.
MOVED, to deny the request of Mr. and Mrs. Malakinian, 2345 Forest Trail, for relief of the rear yard setback to construct a sunroom addition.

- Sunroom could be added in side yard without a variance.
- Variance would cause the property to be over built.
- Variance would have an adverse effect to surrounding property.

Yeas: 4 – Kovacs, Maxwell, Pennington, Hutson
Nays: 3 – Courtney, Fejes, Gies

MOTION TO DENY REQUEST CARRIED

The Board of Zoning Appeals meeting adjourned at 9:35 P.M.

MS/pp

ANIMAL CONTROL APPEAL BOARD MINUTES-DRAFT

G-01

SEPTEMBER 18, 2002, CONFERENCE ROOM C, 7:30 P.M.

PRESENT:
Kathleen Melchert
Jane Saeger

Lori Bluhm, City Attorney
Sgt. Robert Kowalski
ACO Greg Latka
Suzanne Stroinski, Clerk-Typist

Quorum not present.

Next meeting tentatively set for March 5, 2003

Suzanne Stroinski, Recording Secretary

G-03a

September 30, 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: ANNOUNCEMENT OF PUBLIC HEARING (October 21, 2002) - REZONING APPLICATION (Z-#681), Biltmore Rezoning, East side of Rochester Road, North of Lamb Road, Section 14 – R-1C to R-1T and E-P.

RECOMMENDATION

The rezoning application complies with the Future Land Use Plan. The portion of the property to remain R-1C will serve as a transition area between the proposed attached condominiums in the R-1T Zoning District and the adjacent R-1C property. The portion of the property zoned E-P will buffer the development from the adjacent residential area. The rezoning request is compatible with existing land uses and zoning districts.

At previous public hearings for the initial R-1T rezoning application, the neighboring residents' voiced concerns about rezoning the entire subject properties to R-1T. The major concerns were: (1) A potential vehicular connection between Robertson Drive and Rochester Road, and (2) Incompatibility between potential attached condominiums on the subject properties and the existing single family detached housing to the east of the subject properties. The applicant responded to resident concerns and submitted a revised rezoning application and schematic development.

At a public hearing on September 10, 2002, the Planning Commission recommended approval of the rezoning request. The petitioner revised the request slightly, to appropriately locate homes on the remaining R-1C land. The R-1T request is reduced by 0.17 acres and the E-P request is increased by 0.20 acres. Based upon these findings City Management recommends approval of the revised rezoning rezoning.

BACKGROUND INFORMATION

The applicant initially applied to rezone 18.10 (gross) acres to R-1T. At the May 14, 2002, Planning Commission Public Hearing, the Planning Commission recommended denial of the application. The applicant revised their application to provide an E-P rezoning request to act as a land use buffer. On July 22,

2002, City Council recommended the application be postponed for sixty (60) days and sent the application back to the Planning Commission for reconsideration. The applicant has resubmitted the application, including an additional parcel, so the petitioner's project properties are 16.71 (net) acres in size. The petitioner is seeking to rezone 12.14 (net) acres to R-1T and 1.13 (net) acres to E-P. Then 3.44 (net) acres will remain R-1C.

GENERAL INFORMATION

Name of Owner / Applicant:
Biltmore Properties Corporation.

Location of Subject Property:
The parcel is located on the east side of Rochester Road, north of Lamb Road in section 14.

Size of Subject Properties:
The parcel is approximately 18.71 net acres in size, however, the R-1T request is 12.14 acres and the E-P request is 1.13 acres in size.

Current Use of Subject Property:
Single-family residences.

Current Zoning Classification:
The property is currently zoned R-1C One Family Residential.

Proposed Zoning of Subject Parcel:
The applicant is proposing to rezone 1.13 acres to E-P Environmental Protection, 12.14 (net) acres to R-1T One Family Attached and retain 3.44 (net) acres as R-1C One Family Residential. The applicant has provided legal descriptions of each proposed Zoning District.

Proposed Uses and Buildings on Subject Parcel:
The applicant has submitted a conceptual sketch of the proposed development. The sketch shows a development comprised of 82 one family attached dwellings on the R-1T-zoned property and 10 detached single-family homes on the property which is to remain R-1C. A detention pond is proposed for the property proposed to be rezoned to E-P and used as a land use buffer, as permitted by the Zoning Ordinance. A public street runs through the property, connecting Lamb Road to Rochester Road. A number of private streets also connect to the public streets. Robertson Drive is not shown to extend through to Rochester Road.

Note that this sketch is not binding in any way and does not constitute a site plan. It is intended only to show what the applicant conceptually plans to do with the property once rezoned

Current Use of Adjacent Parcels:
North: Single-family residences.

South: Tom's Landscape and single-family residences.

East: Single-family residences.

West: Single-family residences.

Zoning Classification of Adjacent Parcels:
North: R-1C One Family Residential.

South: R-1C One Family Residential.

East: R-1C One Family Residential.

West: R-1C One Family Residential.

ANALYSIS

Range of Uses Permitted in Proposed Zoning Districts and Potential Build-out Scenario:
All uses that are principal permitted uses in the R-1A through R-1E Zoning Districts are also principal permitted uses in the R-1T Zoning District. Two family dwellings and one family attached dwellings are also principal permitted uses. The applicant could develop 82 attached units on the portion of the property zoned R-1T, based on Zoning Ordinance requirements. This is the same number of lots shown on the sketch plan.

The property rezoned to E-P Environmental Protection may be used as a land use buffer pursuant to Section 8.10.00 and 8.50.07. A detention pond may be designed as part of the land use buffer, if approved by the Planning Commission.

Vehicular and Non-motorized Access:
There is potential vehicular access to the property from Rochester Road, Lamb Road and Robertson Drive. The applicant submitted a sketch that shows vehicular access to Lamb Road and Rochester Road.

Potential Stormwater and Utility Issues:
It does not appear that there are any utility issues associated with the site. The applicant will need to provide stormwater detention on the property.

Natural Features and Floodplains:

The Natural Features Map indicates that there are no significant natural features located on the property.

Compliance with Future Land Use Plan:
The Future Land Use Plan designates this area as Medium Density Residential. The Plan correlates the Medium Density Residential classification with the R-1T One Family attached Zoning District. The rezoning application complies with the Future Land Use Plan.

cc: Applicant
File/Z # 681.
Planners (4)

CITY OF TROY

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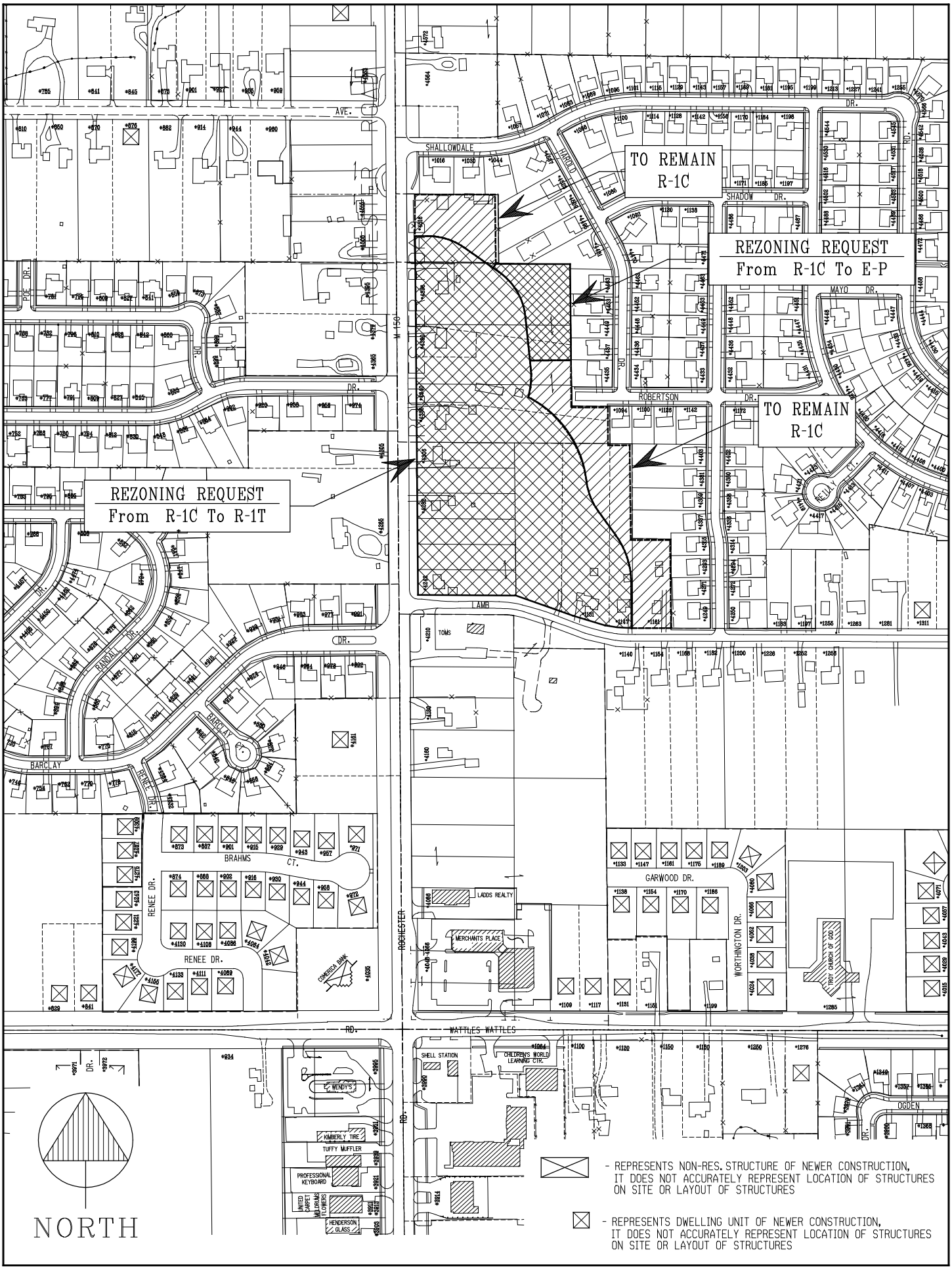
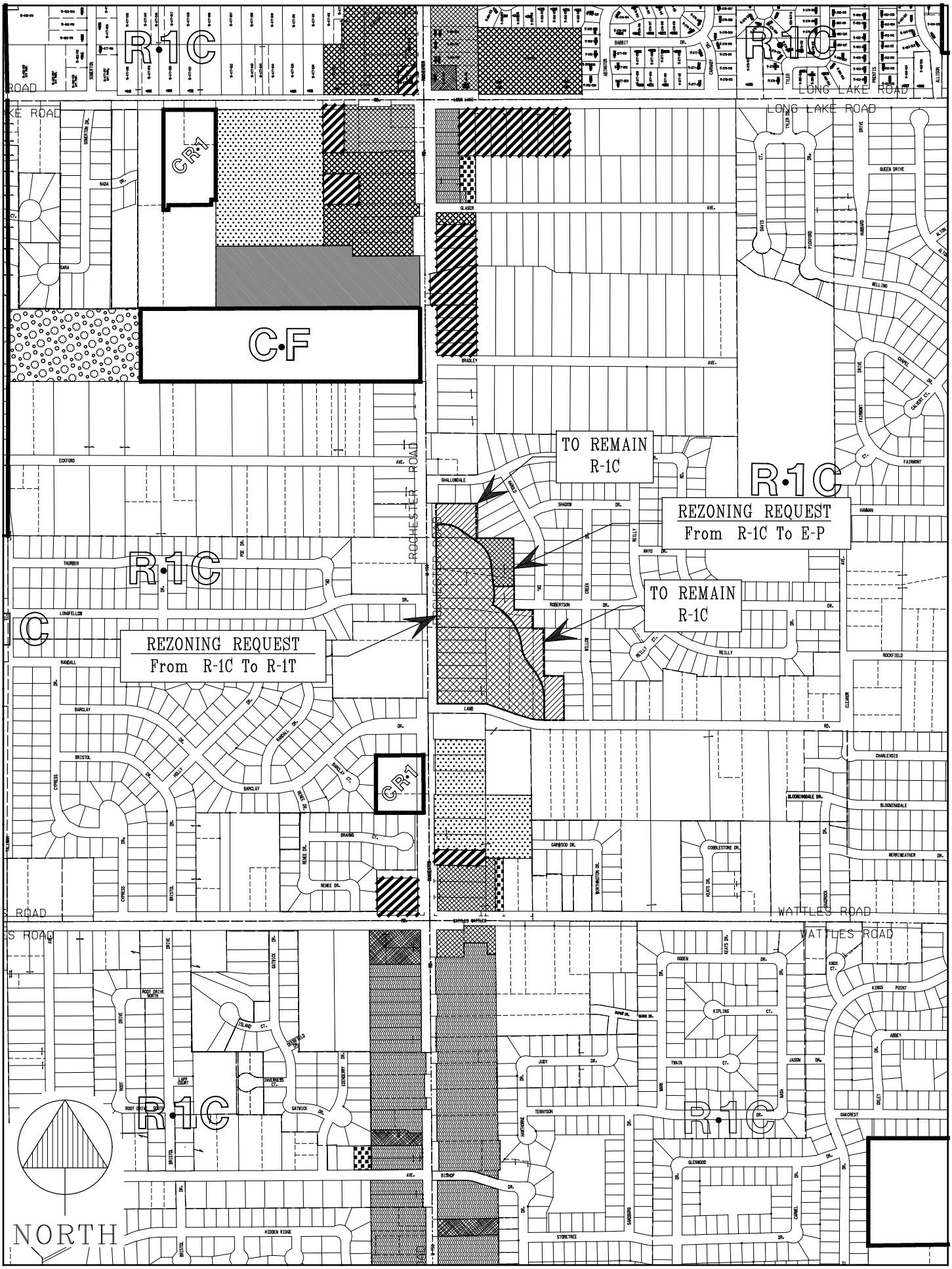
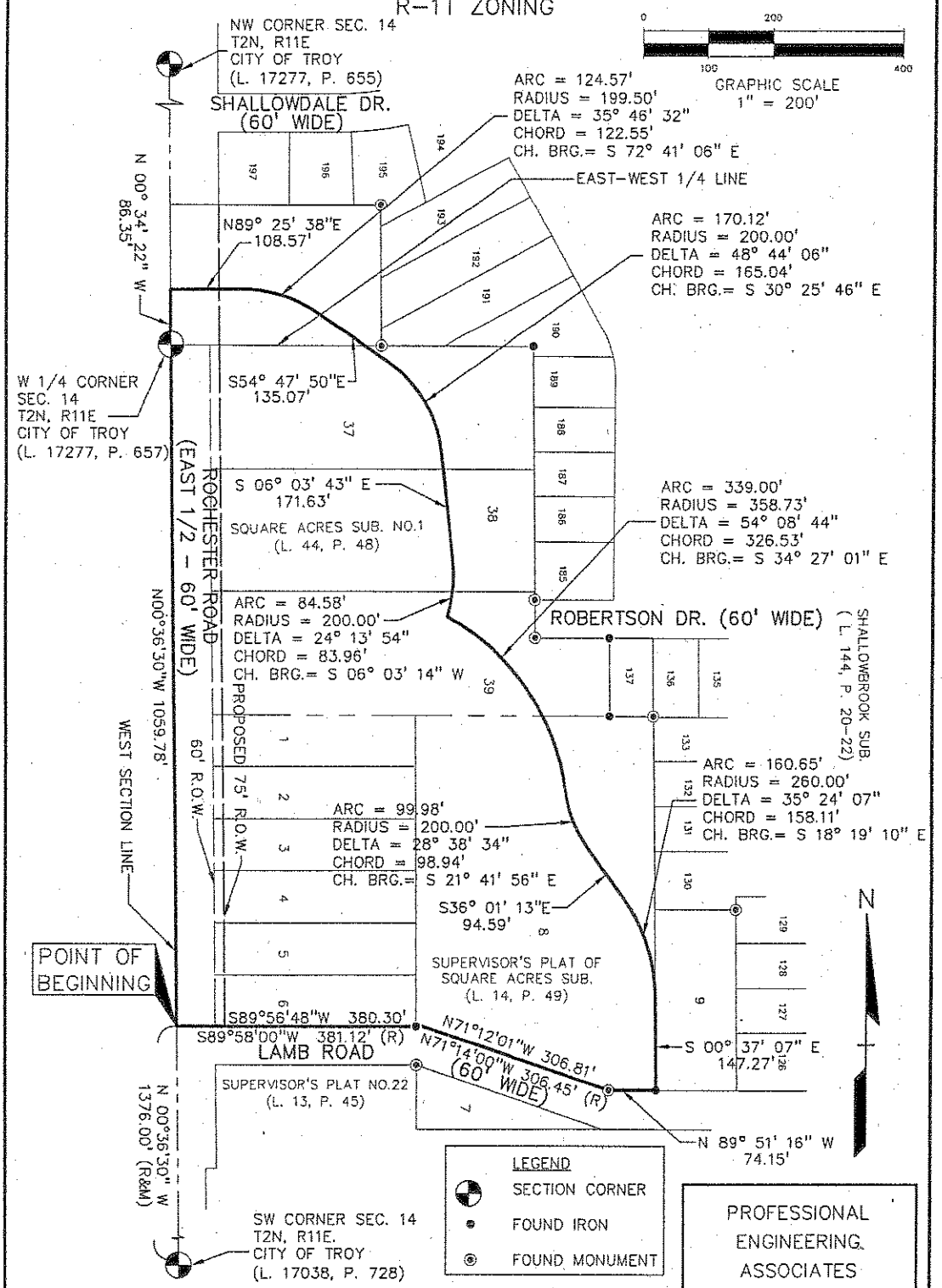


Z-681 revised request / SEC. 14 / 09-30-02


R-1C
CR-1
C-F
TO REMAIN
R-1C
REZONING REQUEST
From R-1C To E-P
TO REMAIN
R-1C
REZONING REQUEST
From R-1C To R-1T
ROCHESTER ROAD
LONG LAKE ROAD
WATTLES ROAD
NORTH

REC'D
SEP 26 2002
PLANNING DEPT.

BOUNDARY SKETCH
R-1T ZONING



PROFESSIONAL ENGINEERING ASSOCIATES
2430 Rochester Ct. Suite 100
Troy, MI 48083-1672
(248) 689-9090

CLIENT:
BILTMORE PROPERTIES, INC.
2025 W. LONG LAKE RD., SUITE 104
TROY, MI., 48098 (248) 641-3900

SCALE: 1"= 200'	JOB No: 2001289
DATE: 9-18-02	DWG. No: 1 of 2

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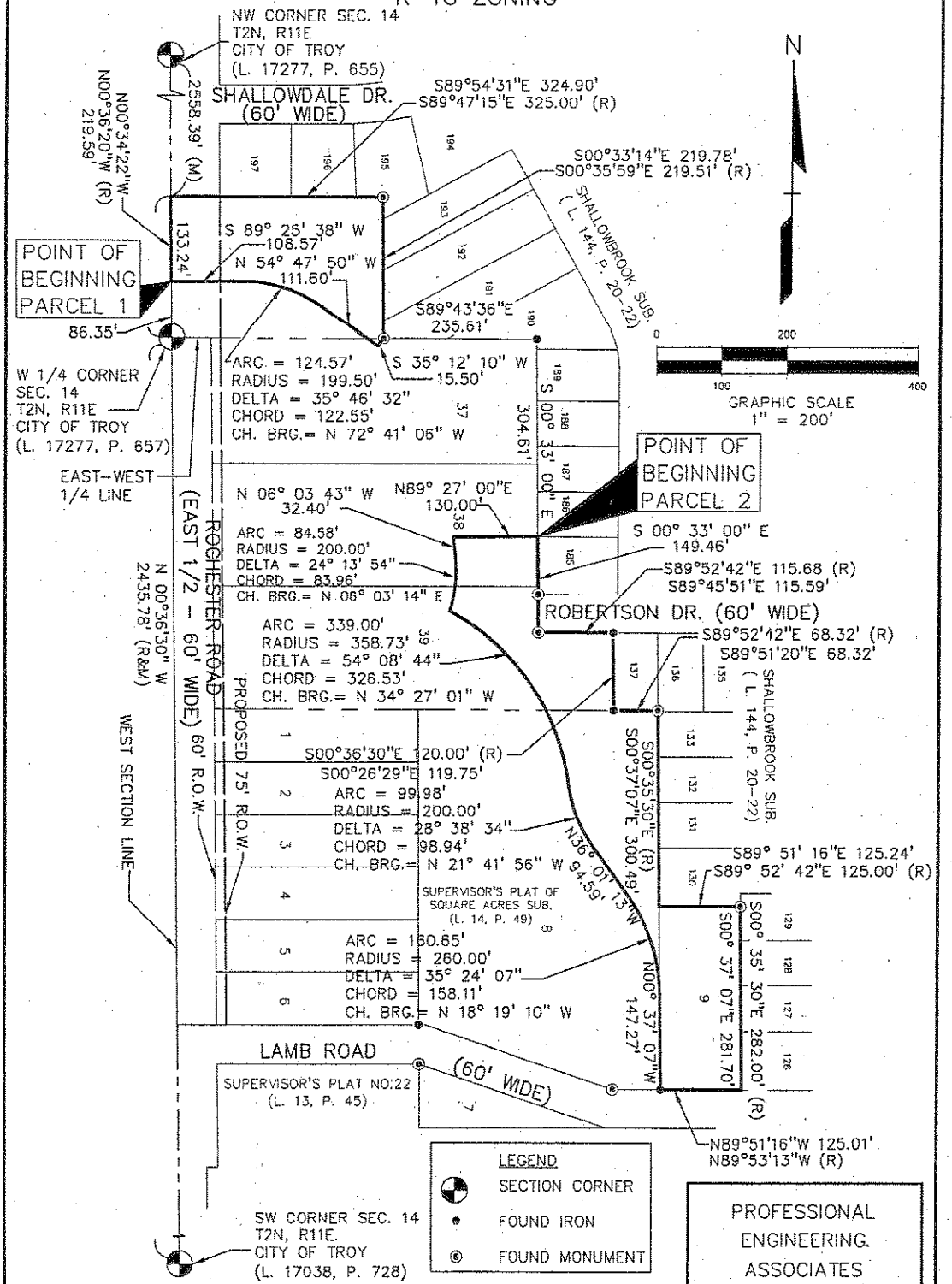
SEP 26 2002

PLANNING DEPT.

BOUNDARY SKETCH
R-1C ZONING



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Troy, MI 48083-1872
(248) 689-9090

CLIENT: BILTMORE PROPERTIES, INC. 2025 W. LONG LAKE RD., SUITE 104 TROY, MI., 48098 (248) 641-3900	SCALE: 1"= 200'	JOB No: 2001289
	DATE: 9-18-02	DWG. No: 1 of 2

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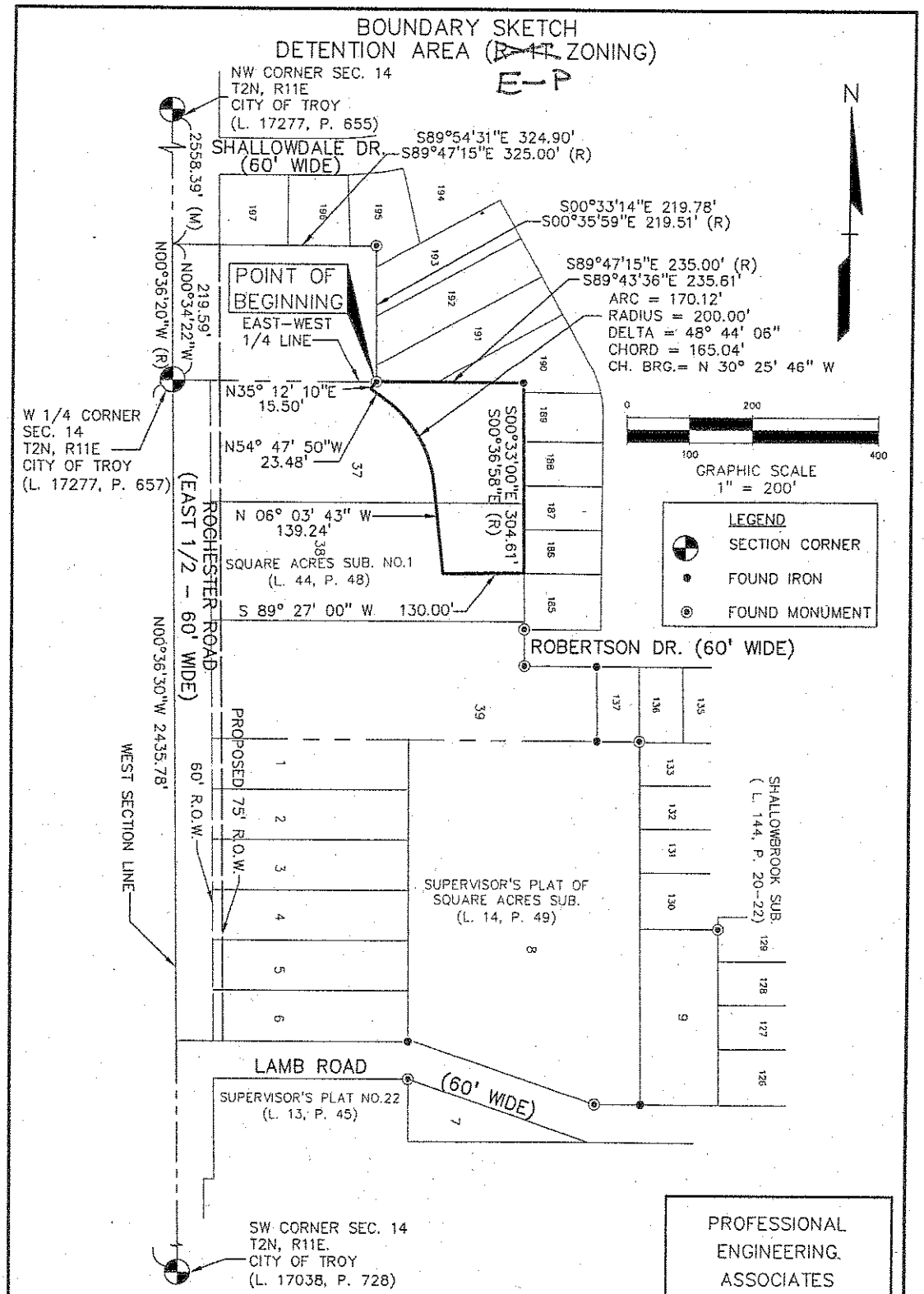
SEP 26 2002

PLANNING DEPT.

BOUNDARY SKETCH
DETENTION AREA (~~R-1T~~ ZONING)
E-P



CLIENT: BILTMORE PROPERTIES, INC. 2025 W. LONG LAKE RD., SUITE 104 TROY, MI., 48098 (248) 641-3900	SCALE: 1"= 200'	JOB No: 2001289
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PROFESSIONAL ENGINEERING ASSOCIATES
2430 Rochester Ct. Suite 100
Troy, MI 48083-1872
(248) 689-9090

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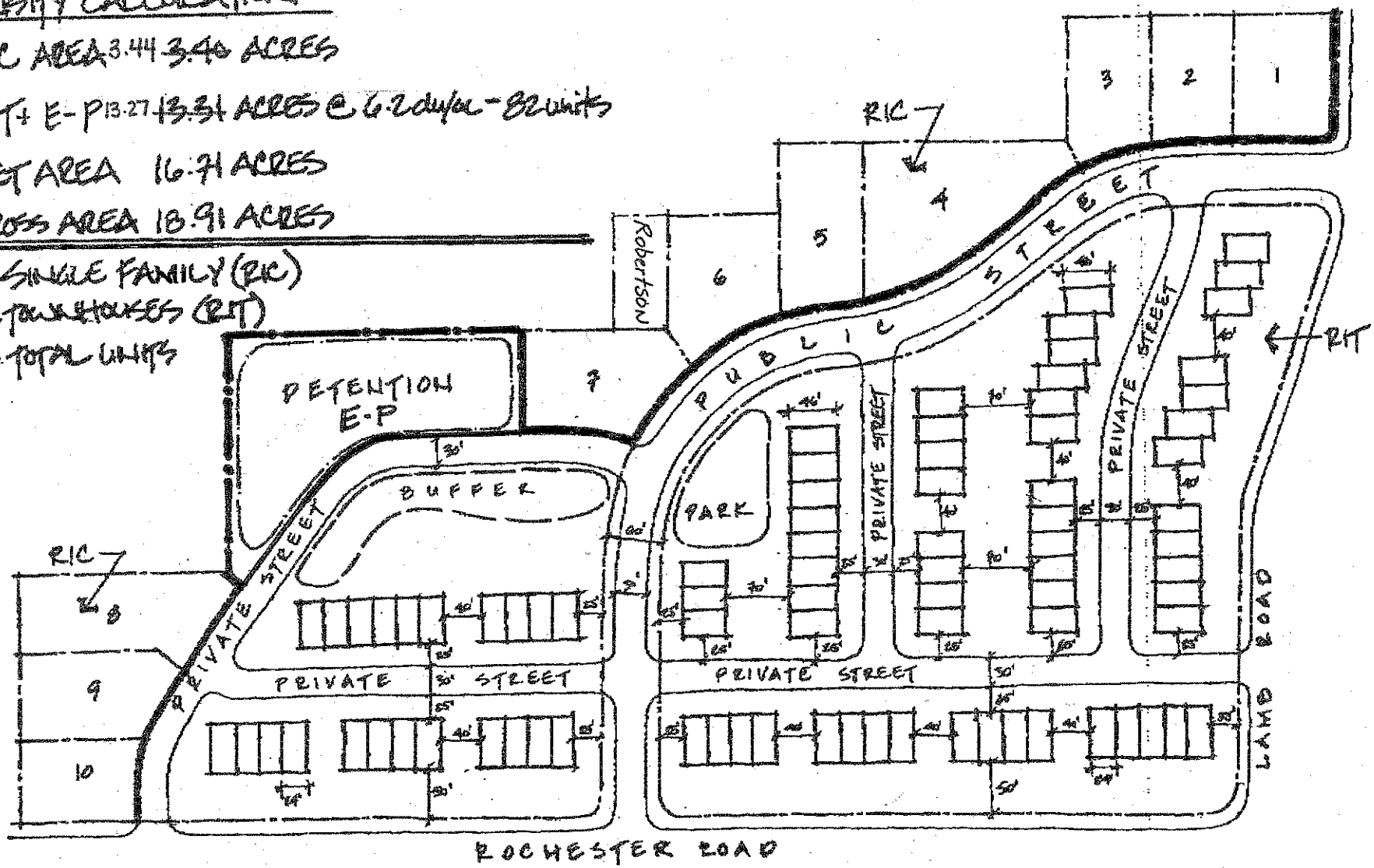
DENSITY CALCULATION

- R1C AREA 3.44 ~~3.40~~ ACRES
- R1T + E-P 13.27 ~~13.31~~ ACRES @ 6.2 du/ac - 82 units
- NET AREA 16.71 ACRES
- GROSS AREA 18.91 ACRES

- 10 SINGLE FAMILY (R1C)
- 82 TOWNHOUSES (R1T)
- 92 TOTAL UNITS



ROCHESTER ROAD SITE
TROY, MICHIGAN
(24' X 46') TOWNHOUSES

CONCEPT PLAN

BARTON & Associates, L.P. · BARTON & Associates, Inc. · Thomas C. Barton III, AIA
700 E. Main Street, 3rd Floor Norristown, PA 19401-4102 Phone 610.930.2809 Fax 610.930.2808

BARTON & Associates
ARCHITECTS & PLANNERS

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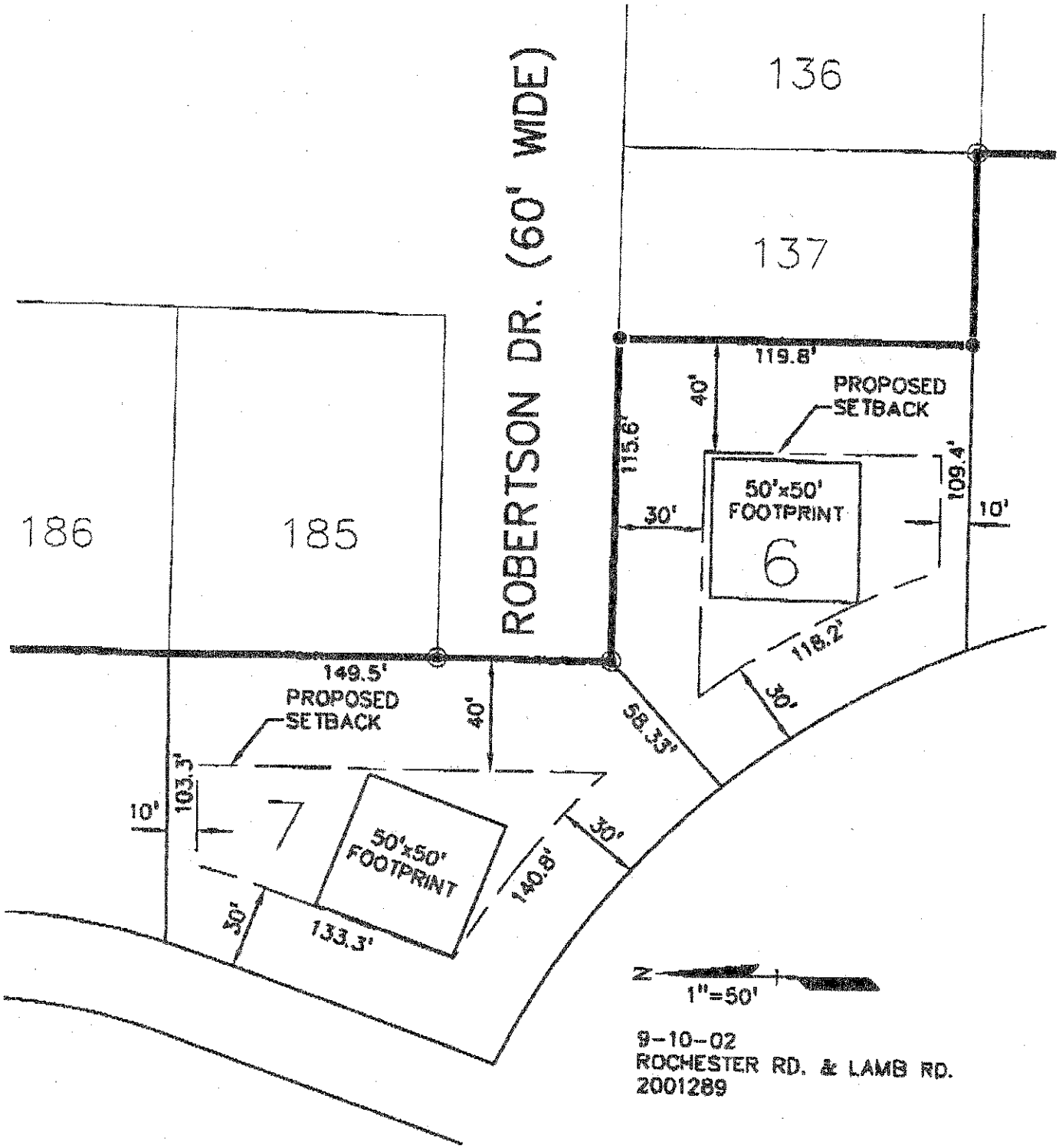

136
137
ROBERTSON DR. (60' WIDE)
186
185
119.8'
40'
PROPOSED SETBACK
115.6'
109.4'
50'x50' FOOTPRINT
6
30'
10'
118.2'
30'
149.5'
PROPOSED SETBACK
40'
58.33'
103.3'
10'
7
50'x50' FOOTPRINT
30'
140.8'
30'
133.3'
N
1"=50'
9-10-02
ROCHESTER RD. & LAMB RD.
2001289

7. PUBLIC HEARING - PROPOSED REZONING (Revised Request) (Z-681) – Proposed Rochester Road Condominium Development, East side of Rochester, North side of Lamb, Section 14 – R-1C to R-1T & E-P

Mr. Savidant presented a summary of the Planning Department report for the proposed Rochester Road Condominium rezoning request.

Mr. Chamberlain asked, the part that would be rezoned E-P and then used as a detention basin, is that a detention basin 6:1 or 4:1 slope?

Mr. Savidant replied, that is an issue that will be ironed out in the Site Plan stage.

Mr. Starr asked, do we have actual numbers of the distance of the R-1T to the east? How deep is it from Rochester Road?

Mr. Savidant stated that his estimate is approximately 700 feet. It is difficult to measure at this time because the line is not straight.

Kevin Kohls, 2025 West Long Lake, stated that he represented Biltmore Properties Corporation. There has been a lot of work that has gone into this rezoning request and since the earlier recommendation of denial by this Commission, Biltmore has worked closely with the neighbors and the Planning Department to make this work by looking at the adjacent property. The zoning that we are presenting to you tonight solves a lot of difficulties, i.e., difficulties encountered by the neighbors, difficulties we've encountered in processing this, and difficulties by the City. We bring to the table tonight a proposal that preserves the existing zoning along the easterly edge of this property and to the north which complies entirely with the Master Plan, will prevent Robertson from being extended to Rochester Road and will limit the curb cuts from this difficult assembly onto Rochester Road. The legal description that you have been presented tonight is a slight modification to reduce the acres requested for rezoning. The result is a plan that we expect will be very successful. The home and condominium prices will be in the $250,000 range, certainly comparable to the surrounding homes.

Mr. Chamberlain asked, if the amount of property that is being proposed to be rezoned E-P, is that the size of a 6:1 or a 4:1 detention?

Mr. Kohls replied, it will be a 6:1 detention, very gentle slope, without fences.

Mr. Chamberlain stated that the Commission was handed a letter tonight in which a request was made that it become part of the record by a Ron Angle, 4437 Harold Drive, Troy.

Public hearing opened.

John Moran, 1110 Robertson, stated he did not know what 6:1 detention pond meant and asked what would the maximum drop be?

Mr. Chamberlain stated that the Commission is unable to answer that at this time. What we are trying to do is eliminate the chain link fences altogether. We would like to see 6:1 so they are able to get in there with mowers; and with a 6:1 slope, if there's water in it, people can get out of it. That is where we are coming from.

Paul Stockyj, Attorney for owners of Parcel #1, stated that the Sevedra family have been residents of the City of Troy for quite some time. Members of the family are present here tonight. Mr. Sevedra senior accumulated this property lot by lot and it took him several decades to do that. He had a dream to have this property developed someday. Unfortunately, he is not going to be present to see that dream realized because he passed away in June of 2002. Family members that are present here today would like to see this property be developed.

Ron Angle, 4437 Harold, stated that he has backed up to this property for 26 years. His concern is the opening of Robertson. He does not want Robertson being opened. However, looking at a development back there would be better than looking at what is presently back there. He would like to look at something that is halfway decent back there.

Public hearing closed.

Mr. Littman commented on this E-P zoning guaranteeing it's going to be a detention pond, and that by being turned over to the City, it will be protected from development. With it being an E-P area, he doesn't understand why it needs to be rezoned.

Mr. Savidant stated that E-P zoning was sought by the surrounding area residents. It would provide an open space area that would serve as a buffer and could never be developed.

Mr. Littman asked, is the detention pond considered natural open space?

Mr. Savidant stated that it could be. The City does require that detention ponds typically be turned over to the City for maintenance.

Ms. Lancaster stated that if it's turned over to the City, it is the City's responsibility to maintain it.

Mr. Kramer stated that he does not remember any automatic designation that E-P zones are dedicated to the City.

Mr. Savidant stated it's the detention pond area that is typically turned over to the City.

Mr. Kramer stated that on the modification of the R-1T boundaries, assuming that we do some resolution here this evening, what document do we reference before us that delineates that modification?

Mr. Savidant replied, the legal description we received today, which is dated September 10, 2002.

Mr. Waller commented, as the gentlemen who lives on Robertson stated earlier, it would be nice if they did not have to look at the detention pond. It's not possible to see from what we have yet exactly where the eastern boundary of the detention pond would be in reference to the eastern property line. Potentially, the private street that is unnamed, could be flattened out a little bit and maybe move the detention pond slightly to the west to allow enough room for landscaping, at a minimum, a small berm, not a large berm, along the eastern side of the detention pond. He stated that this was his personal observation.

Mr. Waller concluded, stating that he applauded and concurred with keeping Robertson as it is today and asked that all parties consider a walkway be put through from the southwest end corner of Robertson to the nearby public street (what is designated as lots 6 & 7). If that was provided, it would be a much easier way for the children to get to the elementary school than going to the north up to Shallowdale or either south down to Lamb. There are places around Troy where walkways have been created to connect subdivisions to nearby subdivisions or to connect new subdivisions to streets that aren't going to be opened and hopes this will be considered.

Mr. Wright stated that he would like to compliment the Biltmore people.

RESOLUTION

Moved by Wright Seconded by Storrs

RESOLVED, that the Planning Commission hereby recommends to the City Council that the R-1C to R-1T, being 12.31 acres (net) in size and E-P, being 0.93 acres in size, rezoning request, located on the east side of Rochester and on the north side of Lamb, Section 14, for the Proposed Rochester Road Condominium Development, be granted in accordance with the boundaries as presented on the legal description submitted and dated September 10, 2002.

Mr. Storrs stated that the sketch for the detention area and what was submitted September 10, 2002, reads R-1T zoning and should read E-P zoning.

Mr. Chamberlain clarified, to change the designator on the drawing to show E-P zoning rather than R-1T zoning.

Yeas:	Nays:	Absent:
All present (7)		Vleck
Pennington (arrived @ 8:30 P.M.)		

MOTION CARRIED

SUBMITTED TO CHAIRMAN AT 09/10/02 PLANNING COMMISSION MEETING.

To: planning@ci.troy.mi.us
Subject: Request of David Stollman on behalf of Biltmore Land Co., LLC.

Please find below questions and concerns regarding the Request of David Stollman on behalf of Biltmore Land Co., LLC to rezone properties located on the east side of Rochester Rd., North of Lamb Rd. from R-1C or R1T and E-P districts.

1.) **Density:**

Based upon the most recent Concept Plan prepared by Barton & Associates regarding the above captioned proposed development, it is my position that the 92 total units to be constructed on the 16.71 net acres substantially exceeds any other similar development in Troy in terms of unit density and is well above other developments recently approved and constructed in metro Detroit.

Detroit News, July 21, 2002: Commission OKs rezoning of 25 acres

"The Livonia Planning Commission agreed last week to rezone 25 acres on Farmington Road north of Seven Mile. If council members approve, the zoning will be changed from office to a combination of residential condominium and single-family homes. Developer Steve Schafer wants to build 76 condominiums and 20 houses at the site, where the Ardmore Psychiatric Center had been"

Question:

Why is it necessary to develop this property at such an excessive density level?

Question:

Has the Planning Commission considered the nature, quality and appearance of the proposed structures in the context of this area and other developments in the city?

2.) **Traffic Patterns:**

It is the position of this taxpayer that the development as proposed will materially impact traffic patterns and flow in the area surrounding this development including Rochester Road.

Specifically, this taxpayer and the majority of taxpayers within the Shallowbrook Homeowners Association oppose this development unless guarantees can be given that Robertson St. remains closed off and **not** extended and/or connected to the development to allow through traffic.

3.) **Set-Off:**

As a homeowner immediately adjacent to the proposed development, it is critical that a adequate set-off be stipulated and required for the entire southern most perimeter of the development. Such set-off should be no less than the set-off proposed inside the development for the single-family dwellings proposed on the south side of the development.

4.) **Nature of Adjacent Homes**:

The revised development plan calls for 10 dwellings (single family homes) to be constructed at the southern most perimeter of the development.

Question:

What assurances will the City Planning Commission, the City of Troy and Developer provide that the specifications, size, appearance and quality of such dwellings will not adversely affect the market value of existing homes adjacent to the development?

Sincerely,

Ronald W. Angle
4437 Harold Drive
Troy, Michigan 48085

Great location, no steps sell Livonia condos

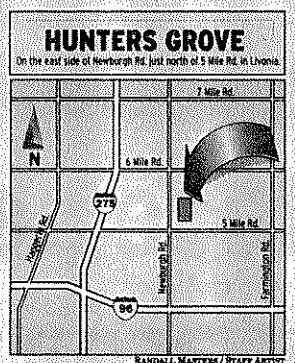
Ranch condominiums with no steps or exterior maintenance in a city known for excellent municipal services draw buyers to Hunters Grove.

Craig S. Corbell intends to build 36 residences attached in pairs off Newburgh Road just north of Five Mile in Livonia.

"We concluded people don't want stairs. That's why people move to condos," Corbell said. "We probably could have put more two-story townhouses in, but a ranch is what everyone is looking for."

"The comment I get from everyone looking for a condo is no steps," added Larry Henney, sales rep.

"People come in and say, 'Hey, no steps. This is what I want,'" chimed in Jim Szkrybalo, sales rep.



RANDALL MATTHEWS / STAFF ARTIST

Two ranch plans are available – one of 1,400 square feet with two bedrooms and two baths, the other of 1,600 square feet with three bedrooms and two baths.

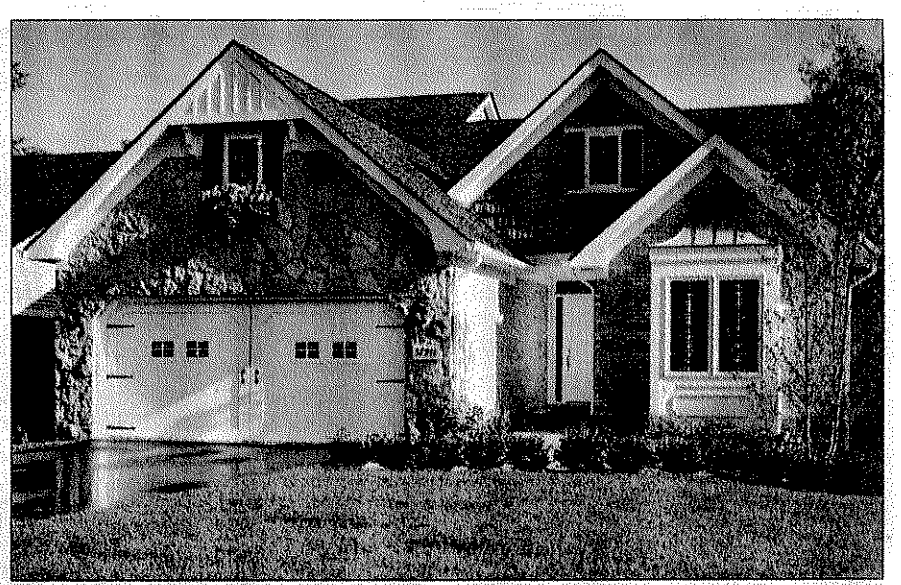
A three-bedroom Cape Cod of 1,680 square feet with a bedroom and full bath upstairs is available for those buyers who may have an older child at home or expect lots of visits from grandchildren or out-of-towners.

Who's buying?

"Mostly Livonia people who want to stay in Livonia, get out of their colonials," Szkrybalo said. "A big attraction is no grass to cut, no snow to plow. They can go to Florida for three months and not worry about the house."

"One of the nice features is a gas log fireplace," Henney said. "And cathedral ceilings give us an open floor plan."

All homes in Hunters Grove also will include at base price two-car garage, air conditioning, ceiling fan in the family room, first-floor laundry, basement with poured concrete, brick pattern walls, landscaping and patio.


The building team at Hunters Grove maintains that many buyers prefer ranch-style condos with no steps.

"This is true French country design," Corbell said of the exteriors. "It's timeless. Sidewalks connect to everything. You're right in the neighborhood."

Livonia also is a great place to live – "parks, medical facilities, a new rec center (under construction), police and fire protection and one of the lowest tax rates in Wayne County," Szkrybalo said.

"This particular site has easy freeway access (I-96 and I-275)," he added. "St. Mary Hospital and Laurel Park (shopping) are nearby."

Two models have been

PLEASE SEE **CONDOS, D2**

built as freestanding homes on Plymouth Road just west of Newburgh so as not to interfere with construction on site.

The three-bedroom ranch features a bedroom/den with cathedral ceiling, second bedroom, full bath with combination tub/shower, and master with shower and walk-in closet.

The hallway from the foyer to great room is especially wide and contains a long planter shelf.

The main entertaining part of the home contains the great room with sloped ceiling, dining area and a kitchen with room for a two-seat table and a pass-through wall to the dining area.

Base price is $259,900.

The Cape Cod, also with a base price of $259,900, includes a great room, dining

The two-bedroom ranch is priced at $239,900.

Brick, stone, viny siding and dimensional shingles are primary exterior materials.

All utilities are individually metered to residences. Pets are allowed.

The property tax rate is $32.02 per $1,000 of state equalized value, half of sales price for new construction. That means the owners of a $260,000 home there would pay about $4,175 the first year.

The monthly association fee is projected at $120.

Two model homes have been constructed on Plymouth Road just west of Newburgh. Office/model hours, (734) 432-1010 or (734) 422-2577, are 1-5 p.m. Friday through Monday and by appointment.

Briefly

LIVONIA

Commission OKs rezoning of 25 acres

The Livonia Planning Commission agreed last week to rezone 25 acres on Farmington Road north of Seven Mile. If council members approve, the zoning will be changed from office to a combination of residential condominium and single-family homes. Developer Steve Schafer wants to build 76 condominiums and 20 houses at the site, where the Ardmore Psychiatric Center had been.

REZONING REQUEST
ROCHESTER & LAMB CONDOS
E SIDE ROCESTER RD, N SIDE LAMB
SEC. 14
SHALLOWDALE DRIVE
SHADOW DRIVE
HAROLD DRIVE
CLARKE ROAD
MAYO DRIVE
WILLOW CREEK
REILLY DRIVE
CLARK
ROBERTSON DRIVE
REILLY COURT
REZONING REQUEST
FROM R-1C TO R-1T & E-P
ROCHESTER ROAD
ROCHESTER ROAD
LAMB ROAD
RANDALL DRIVE
100 50 0 100 200 300 400 Feet
N

G-03b

September 30, 2002

To: The Honorable Mayor and City Coucil

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

SUBJECT: ANNOUNCEMENT OF PUBLIC HEARING (OCTOBER 21, 2002) REZONING APPLICATION – East side of Livernois Road, south of Maple Road, section 34 – B-3 to H-S

RECOMMENDATION

Section 23.40.00 of the Zoning Ordinance includes Location Standards for the H-S Highway Service District. The Location Standards indicate that the H-S District may be applied for areas indicated on the Future Land Use Plan as non-center commercial (which it is not) or, "areas within broader areas generally designated for Light Industrial use, where the City has established, through rezoning, areas to provide commercial and service uses for the surrounding Light Industrial area".

There have been seven (7) applications to rezone property in Section 34 from M-1 to a commercial or service area. Of these seven rezoning applications, one was withdrawn, four were denied and two were approved. There were three (3) applications to rezone to H-S from B-1, B-2 or B-3. One (1) of these applications was approved. Outside of section 34, there have been two recent H-S rezonings on Maple Road, for the purpose of developing car washes. This application is consistent with these two recent applications.

The rezoning application appears to be consistent with the Location Standards of Section 23.40.00, in that commercial and service areas have been established through rezonings. The rezoning request is compatible with adjacent existing land uses and zoning districts.

The potential of the subject property is limited given its size (60-feet wide by 642 feet deep). This configuration seems to be consistent with an automobile-oriented use such as some of the uses permitted within the H-S Zoning District, including auto washes.

On September 10, 2002 the Planning Commission recommended approval of the rezoning request. City Management concurs with the Planning Commission and recommends approval of the H-S Highway Service rezoning request.

GENERAL INFORMATION

Name of Owner / Applicant:
Rocko Juncaj.

Location of Subject Property:
The property is located on the east side of Livernois Road, south of Maple Road, section 34.

Size of Subject Parcel:
The parcel is 60 feet wide by 642 feet deep, or approximately 0.9 acres in area.

Current Use of Subject Property:
An auto repair building presently sits on the property. The building appears to be vacant.

Current Zoning Classification:
B-3 General Business.

Proposed Zoning of Subject Parcel:
H-S Highway Service.

Proposed Uses and Buildings on Subject Parcel:
The applicant is proposing to construct a car wash on the parcel. This is stated on the application and a site plan was also provided.

Current Use of Adjacent Parcels:
North: K-Mart shopping center.

South: Vacant strip mall.

East: American Freightways trucking and warehouse facility.

West: Wendy's Restaurant and other strip related commercial businesses in the City of Clawson.

Zoning Classification of Adjacent Parcels:
North: B-2 Community Business.

South: B-2 Community Business.

East: M-1 Light Industrial.

West: B-3 General Business (City of Clawson)

Parcel History:
The subject parcel was rezoned from B-2 Community Business to B-3 General Business on March 29, 1982, to allow the development of an auto repair establishment.

ANALYSIS

Range of Uses Permitted in Proposed Zoning District and Potential Build-out Scenario:
Although the applicant indicates that he wishes to develop an auto wash, if rezoned the applicant will be permitted to develop any of the uses permitted within the H-S zoning district. However, the relatively small size and narrow configuration of the parcel significantly reduces its build-out potential.

Vehicular and Non-motorized Access:
The parcel has 60 feet of frontage on Livernois Road.

Potential Stormwater and Utility Issues:
The applicant will be required to provide stormwater detention on the property.

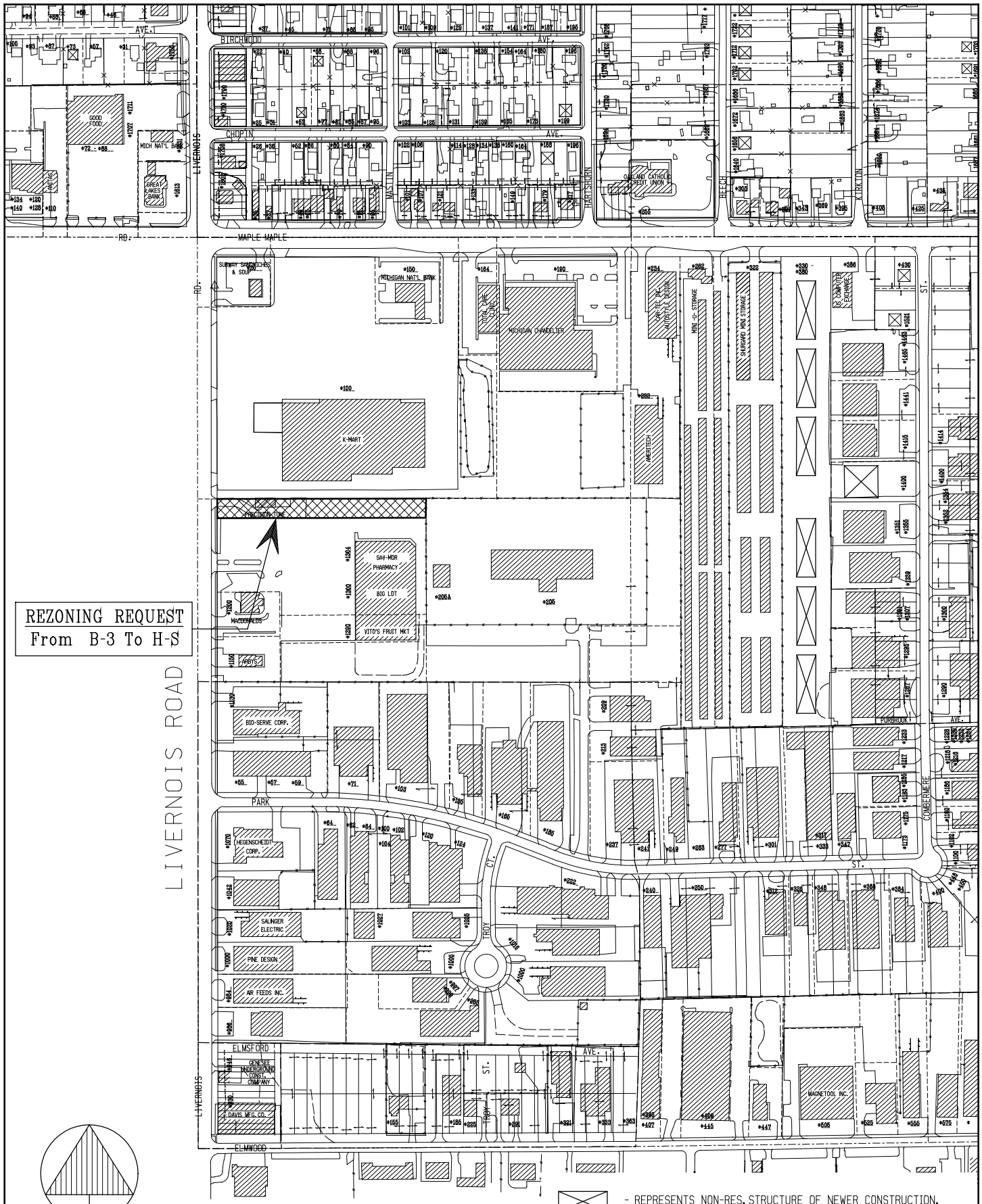
Natural Features and Floodplains:
The Natural Features Map indicates there are no significant natural features located on the property.

Compliance with Future Land Use Plan:
The property is classified as Light Industrial in the Future Land Use Plan. The Plan indicates that the Light Industrial designation has a primary correlation with the M-1 Zoning District. The H-S Zoning District is correlated with areas designated in the Plan as Non-Center Commercial and Regional Center.

cc: Applicant
File/Z-400
Planners (4)

CITY OF TROY

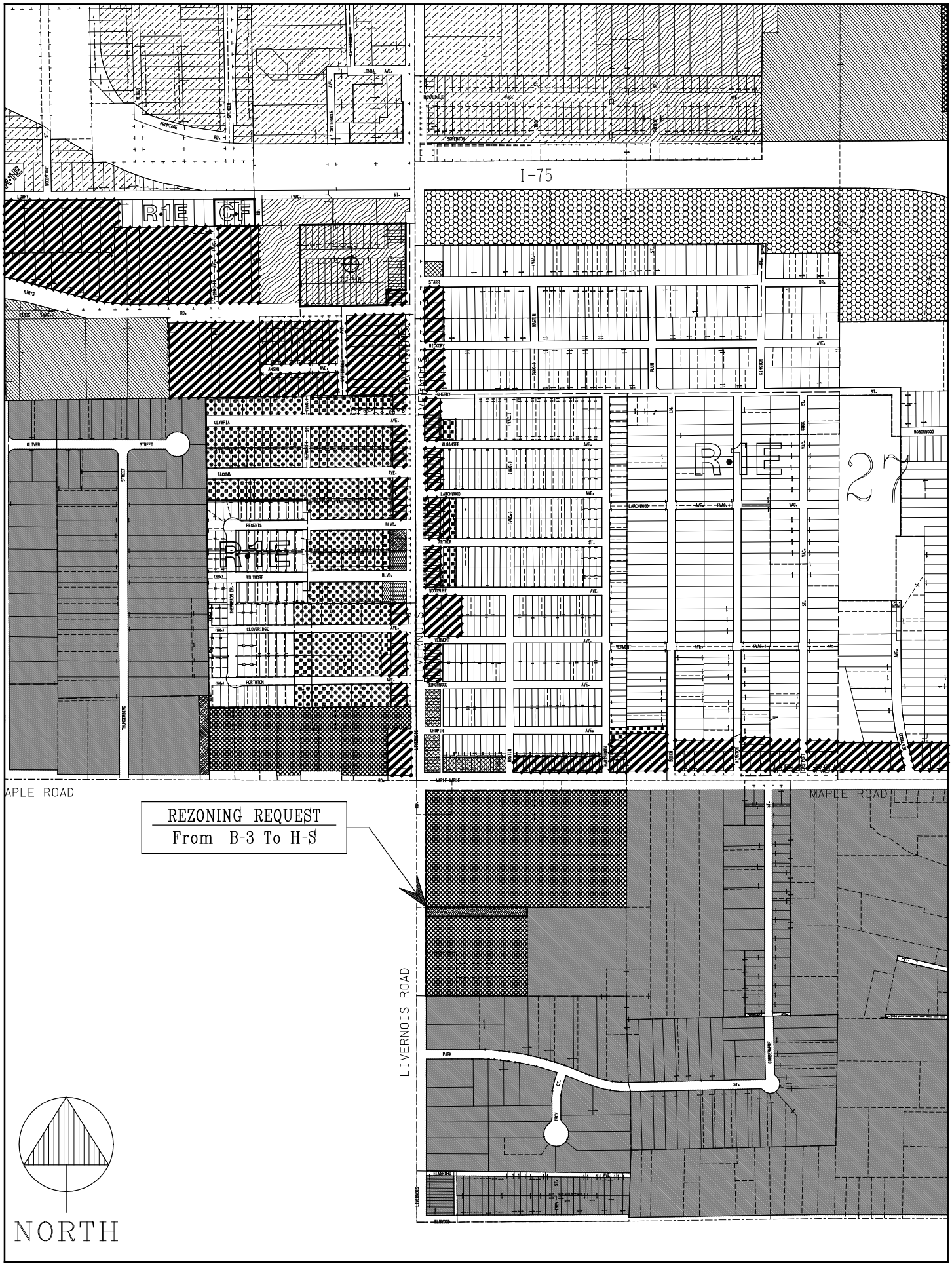
N



- 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

Z-400 / SEC. 34 / 08-15-02


REZONING REQUEST
From B-3 To H-S
I-75
MAPLE ROAD
LIVERNOIS ROAD
R1E
CF
R1E
R1E
27
NORTH

8. PUBLIC HEARING - PROPOSED REZONING (Z-400) – Sparkling Car Wash, East side of Livernois, South of Maple, Section 34 – B-3 to H-S

Mr. Savidant presented a summary of the Planning Department report for the proposed Sparkling Car Wash rezoning request.

Mr. Waller asked if the car wash has to go in the H-S zoning district.

Mr. Savidant replied yes.

Mr. Wright stated that he realized this is not a Site Plan, but on the back of this Site Plan drawing, it is marked "future site of RV Park". Is that something that would require H-S zoning as well and could not be done in B-3?.

Mr. Chamberlain stated, let Ms. Lancaster look that up.

Mr. Storrs stated that he thinks it is a good location for a car wash. He asked if there was another way to do this.

Mr. Kramer commented that car washes are not the most compatible neighbors.

Ms. Pennington voiced her concern about the four (4) driveways located directly across the street and possible traffic issues.

Rocko Juncaj, 11345 Engleman, Warren, MI, stated that he has been a licensed builder in Michigan for 23 years.

Mr. Chamberlain asked if the petitioner was planning on selling gas.

Mr. Juncaj replied no.

Public hearing opened and closed.

Mr. Littman asked about the drawing handed out tonight with the words "future site of RV Park" printed on the back.

Petitioner replied that was just a future possibility and that he doesn't see it happening. It's going to be an empty lot back there.

Mr. Chamberlain asked Ms. Lancaster if she had an answer to what is allowed.

Ms. Lancaster stated that a RV Park could not be done under H-S.

Mr. Storrs asked, what happens to the rest of the property? Should we really talk about rezoning it all H-S?

Petitioner stated it's all grass behind the dumpster. We are just going to leave that alone.

Mr. Chamberlain asked why wouldn't we do a dual thing in here, rezone the front, whatever distances it is for the car wash, the second easterly portion of this B-2.

Mr. Chamberlain commented to Ms. Lancaster that he understands this request was advertised as B-3 to H-S in total. However, could we send forward a recommendation to City Council to have X number of footage from Livernois east, H-S rezoning and then the remainder B-2 in tonight's meeting?

Ms. Lancaster stated that she believes that another public hearing would need to take place if you act on only part of the rezoning request. New notices would have to be sent out for the remaining portion to be rezoned in something other than H-S.

Mr. Kramer stated that he thinks it's a little bit of paper shuffling if we need to rezone it in the future from H-S to B-2 or we would have to modify the request and come back again with a split request for H-S and B-2. His proposal would be to proceed with the petitioner's request for H-S and when we see another proposal before us and they've had time to think about it, decide where the boundary will be for the rear half of B-2.

Mr. Kramer stated, in order for the petitioner to understand, his motion is to recommend their request. That does not prohibit you whatsoever for a future request to take part of your H-S and change it.

RESOLUTION

Moved by Kramer Seconded by Wright

RESOLVED, that the Planning Commission hereby recommends to the City Council that the B-3 to H-S, rezoning request, 0.9 acres in size, located on the east side of Livernois and south of Maple, Section 34, for the proposed Sparkling Car Wash, be granted.

Yeas:	Nays:	Absent:
All present (8)		Vleck

MOTION CARRIED

REZONING REQUEST
SPARKLING CAR WASH
E SIDE LIVERNOIS, S OF MAPLE
SEC. 34

G-03c

DATE: October 1, 2002

TO: The Honorable Mayor and City Council

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

SUBJECT: Announcement of Public Hearing
Parking Variance Request
3670 John R, Boys and Girls Club of Troy

We have received an application from Ehersman Associates, Architects for the Boys and Girls Club of Troy, for the construction of a new facility to be located at 3670 John R (proposed address). Paragraph F of Section 10.30.07 of the Zoning Ordinance requires at least 150 parking spaces for a community recreation facility with 300 member families. That section further states that the Planning Commission may reduce that amount to 100 parking spaces when they determine that a substantial portion of the users will access the site by means other than by automobile. Their plans, however, show that only 53 spaces will be provided as part of this facility. Due to the insufficient on-site parking available the application has been denied. In response to our denial, the applicant has filed an appeal for the deficiency of the up to 97 spaces.

A Public Hearing has been scheduled for your meeting of October 21, 2002, in accordance with Section 44.01.00.

We have enclosed copies of the petitioner's application and supporting documentation as well as a copy of the site plan of the facility for your reference. We will be happy to provide additional information regarding this request if you desire.

Attachments:

PARKING VARIANCE APPLICATION
FOR PUBLIC HEARING BEFORE CITY COUNCIL
CITY OF TROY

RECEIVED
SEP 30 2002
BUILDING DEPARTMENT

TO TROY CITY COUNCIL

DATE: September 27, 2002

Request is hereby made for a variance to modify the parking provisions of the Zoning Ordinance enacted by the City Council or contrary to a decision rendered by the Building Official in denying an application for a permit.

Applicant: Boys and Girls Club of Troy Phone: 248-689-1687

Address: 4970 John R, Troy, MI 48085

Address of Property: 3670 John R, Troy, MI 48083

Lot #_____ Subdivision: _____

Zoning District: R-1C Sidwell # 20-24-100-028

Owner of Property: Troy School District Phone: 248-823-4000

Address: 4400 Livernois, Troy, MI 48098

This appeal is made on a determination by the Director of Building & Zoning, in the enforcement of the Zoning Ordinance, in a letter dated: September 25, 2002

Has there been a previous appeal involving this property? No If Yes, state date_____

and particulars _____

REASON FOR VARIANCE:

Dimension of Stall? _____ Parking Spaces Required: 150

Number of Stalls?_____ Parking Spaces Provided: 53

Other Dimensions?_____ Variance Requested: 97 stalls

Outline your appeal, listing sections of the ordinance from which relief is sought and also outline your proposals, indicating your hardships. (continued on back of page)

See attached letter

PLOT PLAN OF SITE ATTACHED HERETO

STATE OF MICHIGAN)
)
COUNTY OF _____)

I HEREBY DISPOSE AND SAY THAT ALL THE ABOVE STATEMENTS, AND INFORMATION IN THE ATTACHED PAPERS AND SITE PLANS SUBMITTED ARE TRUE AND CORRECT.

Date: September 30 2002 Stephen H Tosh
(Signature of Applicant)

Signed and Sworn to before me this 30 day of September 2002

Cynthia A. Tocco
Notary Public

CYNTHIA ANN TOCCO
Notary Public, Wayne County, MI acting in Oakland
My Commission Expires: My Commission Expires Feb. 27, 2007

Filing Fee $200.00	Date Paid

REV:2/2002

Ehresman Associates Inc.
architects engineers

RECEIVED
SEP 30 2002
BUILDING DEPARTMENT

September 30, 2002

City Council
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

RE: Boys and Girls Club of Troy
Project No. 2101
Parking Variance Application

Dear Sir or Madam:

Parking requirements, Section 40.21.34 (c) of the zoning ordinance applies to Recreation Clubs where the individual driving the vehicle would park and remain on the premises during the activity. This is not the case with the Boys and Girls Club of Troy. Membership in the club is limited to children ages 6-17 years. The vast majority of the of the members are ages 6 – 12 years with the current total membership being 571 children. The club does not foresee a great increase in membership at the new location.

Children arrive at the club by walking, bike riding, school bus or parent drop off. They are picked up by parents at various times through the afternoon. Based on the club's records of parking lot trends, the peak usage is at the end of the day during the summer. The maximum recorded is 15 staff and 12 parent vehicles at one time. During the school year the maximum usage decreases to eight staff and seven parent vehicles. The existing parking lot has 35 spaces. There are rarely more than 14 cars in the lot, even in the busy summer time. The club has been in its present location for over 25 years. The new site proposes 53 spaces, an increase of 34%.

We hereby request a parking variance of 97 spaces.

If further information is required, please contact this office.

Sincerely,

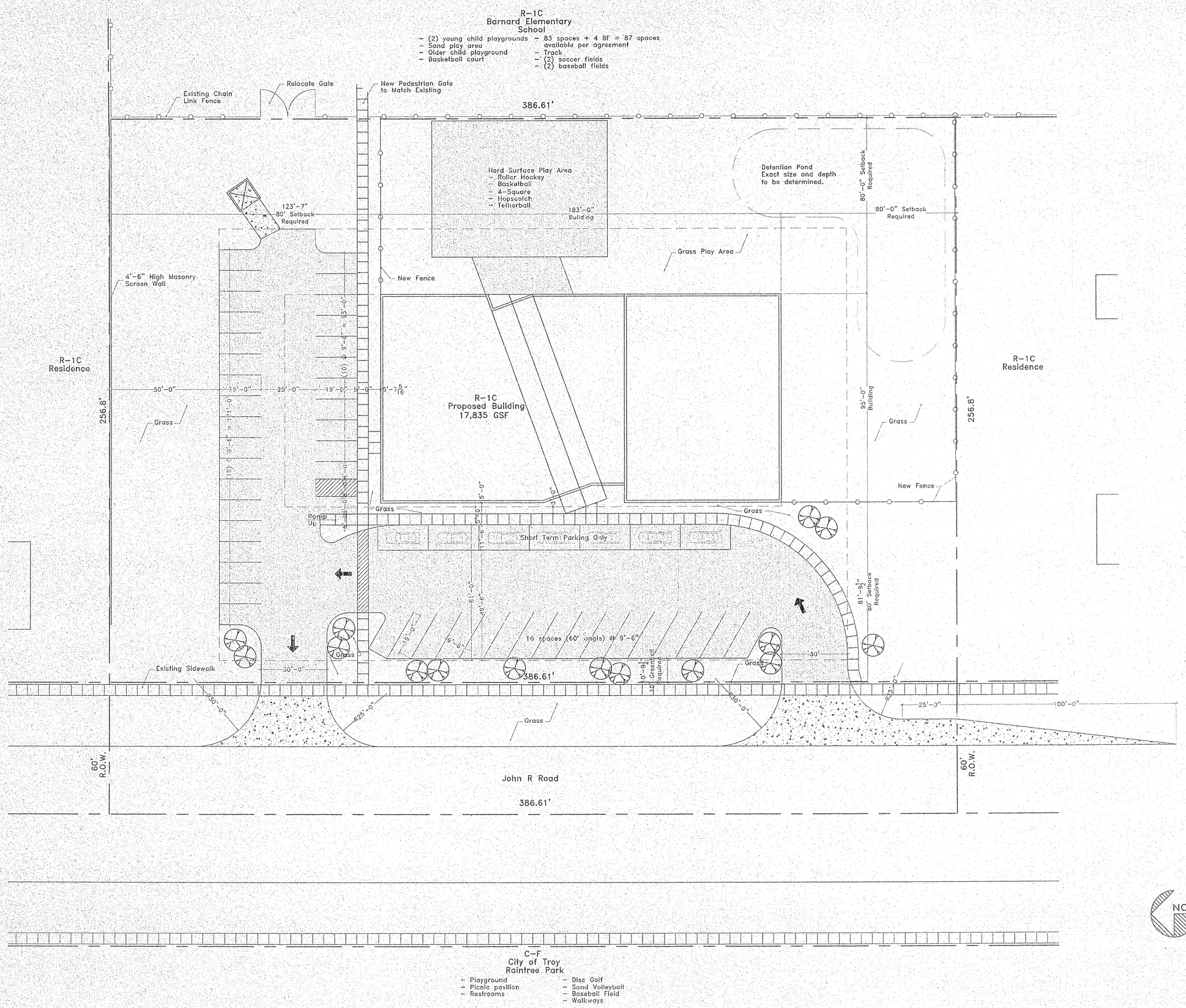
Elizabeth Muzyk

Elizabeth Muzyk
Architectural-Design

cc: Steve Toth

2101\parking

Suite 350 803 West Big Beaver Road Troy, Michigan 48084-4734
Telephone: (248) 244-9710 Fax: (248) 244-9712



SITE DATA	
ZONING:	R-1C (ONE FAMILY RESIDENTIAL)
ADJACENT ZONING:	NORTH, EAST, SOUTH: R-1C
	WEST: C-F
USE GROUP:	A-S (RECREATION FACILITY)
AREA OF PARCEL:	99,316.4 sf / 2.28 ACRES
BUILDING GROSS AREA:	17,835 sf SHOWN, 21,931 MAX
USEABLE FLOOR AREA:	14,268 sf (80%)
% BUILDING COVERAGE:	17% SHOWN, 30% MAX
SETBACKS:	FRONT, SIDE REAR: 80'
BUILDING HEIGHT:	30', 25' MAX ALLOWABLE
(A VARIANCE WILL BE REQUIRED FOR BUILDING HEIGHT)	

LANDSCAPE DATA
REQUIRED GREENBELT TREES: (1TREE/30' FRONTAGE)
10' WIDE, 386.61/30' = 13 TREES
PROVIDED GREENBELT TREES:
17'-3 1/2", 13 TREES
REQUIRED LANDSCAPING/OPEN SPACE:
99,316 * 10% = 9932 sf
PROVIDED LANDSCAPING/OPEN SPACE:
(NOT INCLUDING GREENBELT AND REAR YARD)
38,586 sf
TREE PRESERVATION PLAN:

PARKING DATA	
REQUIRED PARKING:	1 PER 2 MEMBER FAMILIES
	300/2 = 150 SPACES
(100 SPACES WITH PLANNING COMMISSION APPROVAL)	
PROVIDED PARKING:	51 + 2 BF = 53 SPACES
ADDITIONAL PARKING:	83 + 4 BF = 87 SPACES
(AT BARNARD SCHOOL THROUGH AGREEMENT)	
TOTAL PARKING:	155 + 8 BF = 163 SPACES

RECEIVED
SEP 24 2002
BUILDING DEPARTMENT

23 September 02

1"=20'-0"

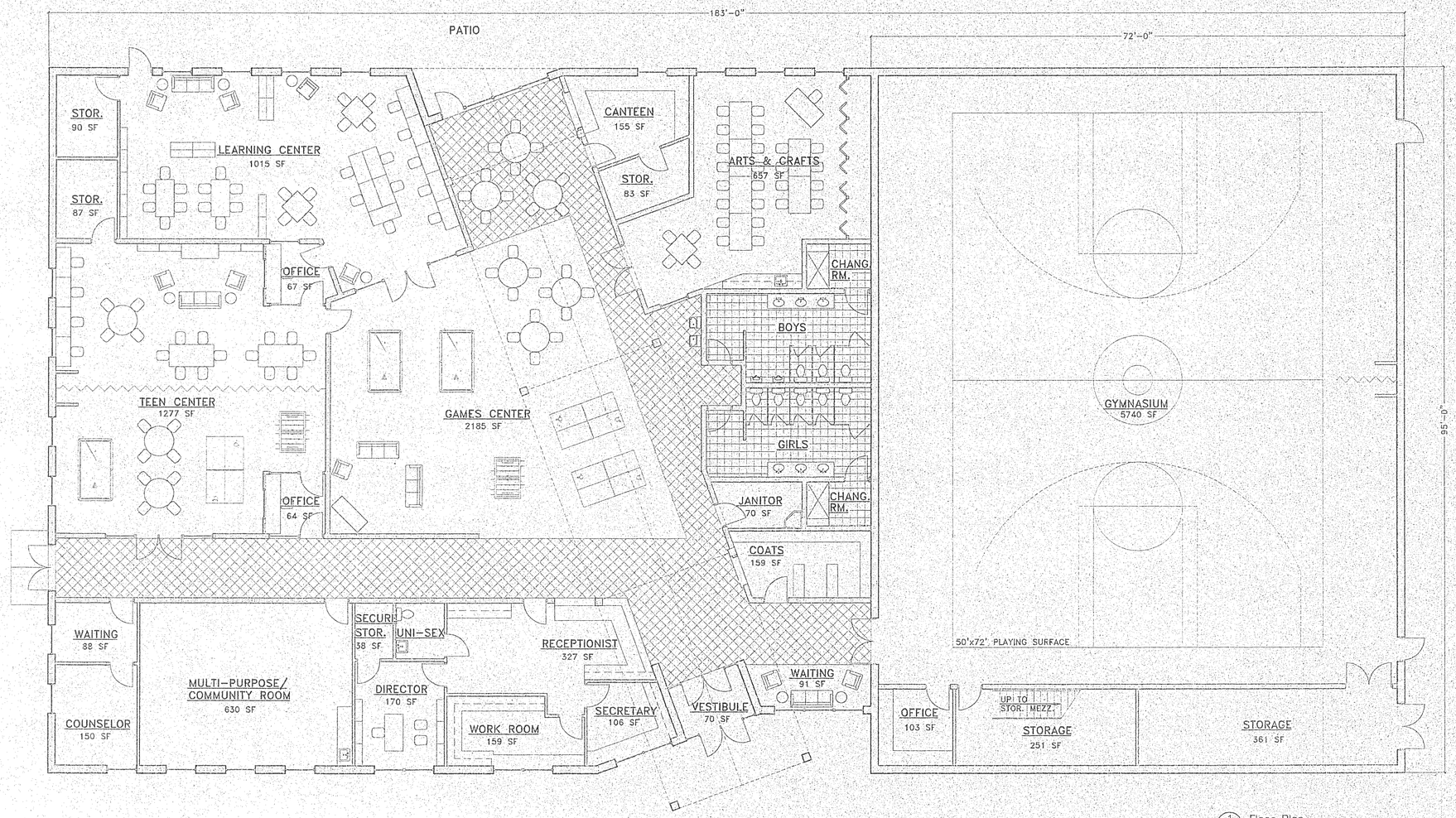
Site Plan

Ehresman Associates Inc.
architects engineers
803 West Big Beaver Road
Suite 350
Troy, Michigan 48084-4734
ph. (248) 244-9710

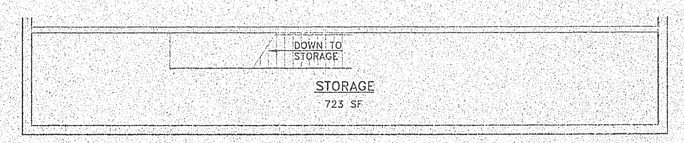
Boys & Girls Club of Troy
New Facility

A10

2101



1 A20 Floor Plan
1/8"=1'-0"



2 A20 Mezzanine Plan
1/8"=1'-0"

BUILDING AREA – 17,112 GSF
STORAGE MEZZANINE – 723 sf
TOTAL AREA – 17,835 GSF

NORTH

RECEIVED
SEP 24 2002
BUILDING DEPARTMENT
23 September 02

1/8"=1'-0"

Floor Plan

Ehresman Associates Inc.
architects-engineers
803 West Big Beaver Road
Suite 350
Troy, Michigan 48084-4754
ph. (248) 244-9710

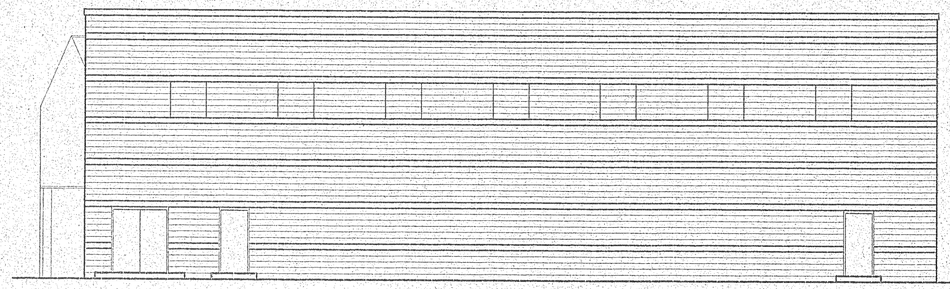
Boys & Girls Club of Troy
New Facility

A20

2101

C:\projects\2001\2101\2D-Floor2.dwg Mon Sep 23 14:35:02 2002

1 A30 West Elevation
1/8"=1'-0"

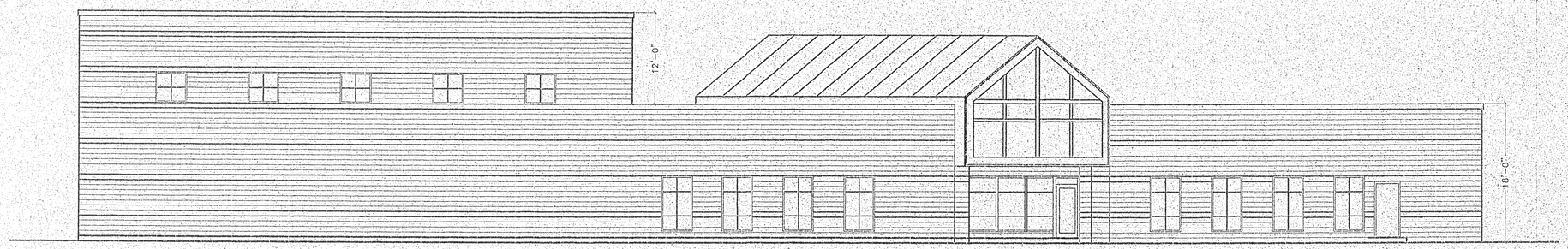


2 A30 South Elevation
1/8"=1'-0"

SEE BRICK NOTES ON WEST ELEVATION

3 A30 North Elevation
1/8"=1'-0"

SEE BRICK NOTES ON WEST ELEVATION



4 A30 East Elevation
1/8"=1'-0"

SEE BRICK NOTES ON WEST ELEVATION

RECEIVED
SEP 24 2002
BUILDING DEPARTMENT

23 September 02

1/8"=1'-0"

Elevations

Ehresman Associates Inc.
architects engineers
803 West Big Beaver Road
Suite 350
Troy, Michigan 48084-4734
ph. (248) 244-9710

Boys & Girls Club of Troy
New Facility

A30

2101

C:\projects\2001\2101\A30-Elev3.dwg Mon Sep 23 14:35:43 2002

RECEIVED
SEP 19 2002
CITY OF TROY
CITY MANAGER'S OFFICE

CITY OF OAK PARK
MICHIGAN

CM-09-393-02 **RESOLUTION IN SUPPORT OF A FIX IT FIRST INFRASTRUCTURE POLICY FOR THE STATE OF MICHIGAN - ADOPTED**

Motion by Frohlich, seconded by Yousif, CARRIED UNANIMOUSLY: To adopt the following resolution in support of a Fix It First Infrastructure Policy for the State of Michigan:

WHEREAS, The number of cities in southeast Michigan experiencing severe fiscal stress, including zero or negative fund balances and the potential for insolvency, has risen substantially in the past two years and is expected to increase further during the next decade;

WHEREAS, To address fiscal shortfalls, cities across southeast Michigan face the prospect of severe budget cuts that will result in reduction or elimination of vital municipal services, including police, fire, emergency response, public health, recreation and numerous other programs;

WHEREAS, In the aftermath of the tragedy of September 11, 2001, the federal government has stated that local governments are this nation's first line of defense in Homeland Security and, accordingly, has allocated (without sufficient funding) increased responsibility to local government to protect our citizens and communities from terrorist attack;

WHEREAS, In southeast Michigan during the past 10 years, the area of developed land grew by 30% while the population of the region rose by just 6%, drastically expanding the scope of regional development and the expected cost of serving that development with public infrastructure and services;

WHEREAS, The cost of building, maintaining and repairing Metro Detroit's road, bridge, sewer and water infrastructure during the next 20 years will exceed available state and local revenues by $76 billion, according to the Southeastern Michigan Council of Governments (SEMCOG);

WHEREAS, Nearly 30% of bridges in southeast Michigan are classified as being in "poor" condition or worse, according to a comprehensive inventory of bridges in the region released by SEMCOG in 2002, and Michigan was ranked 9th worst in the nation at maintaining its bridges;

WHEREAS, An aging sewerage and water system that is plagued by capacity shortfalls and other problems has contributed significantly to river and lake pollution, flooded basements, insufficient water pressure and numerous sewer line breaks;

WHEREAS, The massive burden of maintaining and repairing southeast Michigan's existing infrastructure threatens the financial future of many communities, which are already under heavy fiscal pressure;

WHEREAS, Infrastructure and economic development policies pursued by the State of Michigan have encouraged unending outward expansion via the construction of new subdivisions and shopping centers in areas that were until recently farmlands and open space;

WHEREAS, Southeast Michigan's rapid outward development, which is encouraged by road expansions, sewer line extensions and other public infrastructure investments, threatens the future viability of numerous mature urban and suburban cities, which are losing population, business activity and tax base as individuals and families are induced to move to newer subdivisions on the region's fringe;

WHEREAS, According to a study conducted by the Wharton School of Business Administration at the University of Pennsylvania, the average cost of building a new home that requires new roads and water and sewer extensions is $50,000 more than the cost of building the same new home in an area served by existing roads, sewers and water systems;

WHEREAS, The State of Michigan and its communities can no longer afford to promote inefficient and extravagant development patterns associated with building new infrastructure to support outward expansion that far exceeds the needs of current or projected population growth;

NOW, THEREFORE, BE IT RESOLVED that the City of Oak Park, Michigan, calls on all candidates for the Office of Governor of the State of Michigan, State Representative, State Senate, U.S. House of Representatives and U.S. Senate to commit to supporting enactment and implementation of a Fix It First Policy regarding the use of federal and state funds in the State of Michigan for road, bridge, sewerage and water system infrastructure, which contains the following elements:

1. 90% of all state infrastructure spending shall be dedicated to repairing, rebuilding and maintaining existing roads, bridges, sewerage systems and water systems in Michigan;
2. Establishment of a mechanism to ensure that all new commercial and residential developments in the State of Michigan pay 100 percent of the costs of any new road building or water or sewer service extensions required by such development;

3. Creation of Priority Development Areas that focus economic development activities, such as infrastructure enhancements and investment incentives, on established Metro Detroit cities.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to Senator Carl Levin, Senatorial Candidate Andrew Raczkowski, Senator Debbie Stabenow, Congressman Sander Levin, Congressional Candidate Harvey R. Dean, Governor John Engler, Lt. Governor Dick Posthumus, State Senator Loren Bennett, Attorney General Jennifer Granholm, State Senator John D. Cherry, Jr., State Senator Gary Peters, State Senator Candidate Marc Wilkins, State Representative Gilda Jacobs, State Representative Candidate Andy Meisner, State Representative Candidate Keith P. Sanford, State Representative Candidate Sylvia Jordan, State Representative Candidate Paul Condino, Oakland County Executive L. Brooks Patterson, Oakland County Commission Chairman Thomas A. Law, Oakland County Commissioner Michelle Friedman Appel, Oakland County Commission Candidate Eurick Crayton, Jr., Oakland County Commission Candidate Helaine M. Zack, Michigan Municipal League, and surrounding communities.

Roll Call Vote:	Yes,	Naftaly, Seligson, Frohlich, Horton, Yousif
	No,	None
	Absent,	None

I, Sandra K. Gadd, duly authorized City Clerk of the City of Oak Park, Michigan, do hereby certify that the above is a true copy of a resolution adopted by the Oak Park City Council, at the Rescheduled City Council Meeting of September 17, 2002.

Sandra K Gadd

Sandra K. Gadd, City Clerk

G-05a

September 2[illegible], 2002

Dear Chief,

I'm sorry I don't know your name, but I wanted to commend your department for the excellent program our Senior Ladies group of Christ Church Cranbrook heard yesterday. Officer Nicolette Keptur came out and gave us an excellent

presentation on preventing senior fraud. She was quite articulate and able to keep the attention of the seniors. She was patient when we weren't quite ready as she came in, and best of all, she followed up on calling me when I had lost her name, after making the appointment for the program last spring.

We always give a little plant or remembrance to our speaker, and she was not able to accept the gift, so I thought at least I could write and tell you what a fine job she did!

Thank you very much for sharing her with us in Bloomfield Township!

Sincerely,
Marian M. Randall
Chairman, CC Sr. Ladies

Mary F Redden

From: Gus Mattia [GMattia@Crestmark.com]
Sent: Thursday, September 05, 2002 4:09 PM
To: szerlagaj@ci.troy.mi.us; stimacms@ci.troy.mi.us
Subject: THANKS

Mr. Szerlag and Mr. Stimac,
My wife and I would like to thank both Mark Riley and Robert Winkelman for taking the time to visit our home to look at several problems we are having with our builder. We were pleasantly surprised when we found out they wanted to see the problems and assist in any way they can.

Regardless if whether or not the builder follows through to fix the problems, we really appreciated their concern.
Keep up the good work.
Thanks again.

Gus & Paulette Mattia

Gus Mattia
Senior Vice President & Controller
Crestmark Bank
850 East Long Lake Road
Troy, MI 48085
Phone: (248) 740-0700 Ext.612
Fax: (248) 524-4885

October 2002

October 2002

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November 2002

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Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
	October 1	2	3	4	5
	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)		6
7	8	9	10	11	12
7:30pm City Council-Regular (Council Chambers)	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)		13
14	15	16	17	18	19
7:30pm Liquor Control Committee (Conference Room C)	7:30pm Board of Zoning Appeals (Council Chambers) 7:30pm Historic District Commission (City Hall (C))	7:30am Downtown Development 7:00pm Cable Advisory Committee (City Hall 7:30pm Traffic Committee (City Hall (LL))	3:00pm Brownfield Redevelopment Authority (Conference Room LL)		20
21	22	23	24	25	26
7:30pm City Council-Regular (Council Chambers)	7:30pm Planning Commission-Study 7:30pm Historical Commission (Museum) 8:00pm Troy Daze (Community Center)				27
28	29	30	31		

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10/7-PH Brownfield Redev Plan, 1225 E Maple
10/7-PH Comm Veh Appeal, 2887 E Wattles Rd
10/7-PH Site Plan Approval, Sec 3, Med Office Bldg
10/7-PH Prop Zon Ord Amend, Art 10.20.08 & 34.60.00

November 2002

November 2002

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December 2002

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Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
				November 1	2
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7:30pm City Council-Regular (Council Chambers)	General 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)		10
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7:30pm Liquor Control Committee (Conference Room C)	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	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 7:30pm Traffic Committee (City Hall (LL))			24
25	26	27	28	29	30
	7:30pm Planning Commission-Study 7:30pm Historical Commission (Museum) 8:00pm Troy Daze (Community Center)		Thanksgiving-City Offices Closed		

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December 2002

December 2002

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Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
					December 1
2 7:30pm City Council-Regular (Council Chambers)	3 7:30pm Planning Commission-Study (Conference Room LL)	4 8:30am Building Code Board of Appeals (City Hall (LL)) 7:00pm Adv Comm Per/Disabilities (City	5 10:00am Advisory Comm/Senior Citizens (Community Center)	6	7 8
9 7:30pm Liquor Control Committee (Conference Room C)	10 7:30pm Planning Commission-Regular Session (Council Cha 7:30pm Historical Society (Community Center)	11 3:00pm Employee Retirement System (City Hall (C))	12 7:30pm Parks & Recreation Board (Community Center) 7:30pm Library Board of Trustees (Library)	13	14 15
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23	24 Christmas-City Offices Closed 7:30pm Planning Commission-Study (Conference Room LL)	25	26	27	28 29
30	31 New Year-City Offices Closed				

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TRANSPORTATION
COMMISSION
BARTON W. LaBELLE – Chairman
JACK L. GINGRASS – Vice Chairman
BETTY JEAN AWREY
TED B. WAHBY
LOWELL B. JACKSON
JOHN W. GARSIDE
LH-MET-0 (01/01)

STATE OF MICHIGAN

G-07

JOHN ENGLER, GOVERNOR

DEPARTMENT OF TRANSPORTATION

METRO REGION OFFICE
18101 WEST NINE MILE ROAD, SOUTHFIELD, MICHIGAN 48075
PHONE: 248-483-5100 FAX: 248-569-3103
GREGORY J. ROSINE, DIRECTOR

DATE: September 16, 2002

TO: Steering Meeting Invitees

FROM: Sue Datta

SUBJECT: Notes – August 29 Scoping Meeting

Attached are the notes of the Scoping Meeting held August 29, 2002, in Troy, Mich., for the I-75 Oakland County Planning/Environmental Study. That study includes the preparation of an Environmental Impact Statement for a proposed single-lane addition (in each direction, where needed to provide four through lanes) on an 18-mile section of I-75 north of Detroit in Oakland County. The lane addition would occur largely within the existing right-of-way.

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I-75 Oakland County Planning/Environmental Study
Scoping Meeting
August 29, 2002
Troy Library – 9:30 a.m.

Background: Scoping allows agencies to become familiar with a project and voice preliminary concerns about the purpose and need for a project, the alternatives to be considered, the likelihood and nature of impacts, and the methodologies to be used in the course of analysis.

Purpose: To solicit comment of regulatory agencies.

Attendance: See attached list.

Discussion:

Dave Wresinski chaired the meeting. First, those present were asked to introduce themselves. Several comments were made in the course of these introductions as those present indicated why they were there. For example, Tom Barwin of Ferndale emphasized the need to examine long-range land use planning for the region, noting the current lack of such a plan.

Following introductions, Jim Kirschensteiner reviewed the federal process that guides development of an Environmental Impact Statement (EIS). He noted the EIS process attempts to reach consensus but acknowledged that consensus was not always achieved. Then, Joe Corradino reviewed the project background and established the basis upon which further discussion could be undertaken, including the following:

C. Tom Barwin asked that a survey be performed of people within a thousand feet of the interstate corridor to determine whether asthma was more prevalent in this corridor.

R. Joe Corradino indicated while such a survey was not part of the project, zip-code based data could be gathered from the Michigan Department of Community Health on asthma conditions in Oakland County. Joe Corradino also noted air toxics would be covered as much as EPA has information on that subject. He also said that the indirect (secondary) and cumulative impact analysis would look at population shifts. Regarding land use, he noted that SEMCOG's data are a buildup of population and employment drawn from the constituent members of SEMCOG.

C. Tom Barwin noted that housing at the north end of the corridor was in the high-end of the market and the result was an effective trapping of the poor in the inner suburbs.

R. Jim Kirschensteiner noted that the environmental justice analysis would cover such socioeconomic issues.

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ENGINEERING

C. Dennis Toffolo of Oakland County Economic Development noted that trucks needed to be moving, not at idle, and they would be both more productive and less polluting when they were moving on an improved I-75.

C. Tom Barwin stated that I-75 over the last 30 years had been a conduit for the inner suburbs to lose population.

C. Mayor Matt Pryor of Troy said it was a waste of money to study HOV; that that decision could be made here and now. He suggested the best course was to study only those alternatives that could legitimately be implemented.

R. Joe Corradino responded that to ensure the viability of the study, and the underlying NEPA process, it was necessary to do an adequate analysis of HOV. He noted that the next step in the HOV assessment should be concluded within a matter of six weeks. The HOV analysis would be performed by examining the modification of the interchanges at I-696 and M-59, plus other interchanges as well as the I-75 mainline.

C. Karen Kendrick-Hands indicated some communities have no transit service, so, if the analysis relied on the transit system in its current configuration, ridership would be understated.

R. Joe Corradino responded that today's condition was not what was being examined. Future conditions include an expanded bus transit network, as well as the rapid transit system along Woodward Avenue.

C. Tom Barwin asked whether the transit analysis tested increased densities around rail stations to reflect the experience of other communities around the nation.

R. Joe Corradino responded that was not done but indicated that the computer model likely overpredicts ridership, because it assumes transit characteristics, like frequency of service and travel speeds, that are very optimistic. This has the effect of counterbalancing the lack of increased density that would occur over time.

C. Jim Schultz of the MITS Center noted that a massive signal retiming program was underway in Oakland County that would have benefits for I-75 and travel generally throughout the region.

C. Ms. Hands made several additional points: 1) transit in a regional sense is never acknowledged in individual highway projects; 2) the major dollars involved in individual highway projects together had a cumulative cost that was very high and that transit might serve as an alternative at a much lower price; 3) transit had not been mentioned as a potential mitigating factor during construction of an improved I-75; 4) it was implicit in the I-75 EIS analysis that extensive improvements would need to be made to the alternative

arterial grid system; 5) the environmental cost savings of transit should be compared to the highway construction cost; and, 6) the effects of the M-59 interchange should be incorporated into the I-75 project.

R. Jim Kirschensteiner responded to the last point, indicating that the M-59 interchange had received environmental clearance in 1988 and that it had been reevaluated recently. Joe Corradino responded to the remark about transit use during construction, noting that it will be covered in the analysis, and that the effects on arterials would be covered under indirect (secondary) and cumulative impacts, for those roads where there was a 10 percent change in traffic volumes due to improving I-75. Greg Johnson added that MDOT cannot stand by and watch its roads further deteriorate.

C. Ms. Hands indicated that level-of-service shouldn't be the only measure of effectiveness used in the evaluation.

C. Dave Vanderveen stated that, generally, "highway dollars" were used for highway projects and "transit dollars" for transit projects so that, to some degree, the issue of financing was unique to each mode. Ms. Hands indicated that there is some flexibility in shifting Surface Transportation Program funds.

R. Joe Corradino indicated that such shifts rely on reaching a regional decision to do so.

C. Robin Beltramini, Councilwoman from Troy, urged that the project move forward.

C. Carmine Palombo from SEMCOG noted misstatements with respect to the cost of some projects. He stated that there was about a $17 billion shortfall with respect to projects in the adopted transportation plan. Further, there was a $1.4 billion placeholder in Southeast Michigan for proposed I-94 improvements. About 24 to 26 studies are underway and SEMCOG was working with MDOT on priorities for these projects. I-75 is one of these. Transit and ITS need funding as well. He stressed that transit should be considered seriously as a mitigation measure during construction and noted that SEMCOG's ridesharing office would certainly be involved in efforts during construction.

C. The Road Commission for Oakland County indicated that it was waiting to see the results of the study.

C. The Drain Office of Oakland County indicated it would comment on engineering plans once work was further along.

R. Joe Corradino noted that a special study would be performed to develop drainage strategies that would be reviewed at a later date by the Drain Office.

C. Dennis Toffolo indicated his concern was that factual information be brought forward and studied.

C. John Austin of Madison Heights indicated he would like to see a full analysis of economic impacts of the HOV lanes. He further commented that he didn't know where park-and-ride lots could be built.

R.. Joe Corradino responded that the economic impact analysis requested would be performed only if the HOV lanes were carried forward as a practical alternative.

C. Sherry Kamke of EPA said that typically, in a meeting like this, one would look at the purpose and need and alternatives and that EPA's primary interest was on natural resources, air quality, water quality, and the like. EPA is concerned about the effects of diesel on special groups. Nevertheless, she noted that a causal relationship had not been established between diesel pollution and asthma. She further indicated she believed that the analysis to date of transit and HOV appeared to be appropriate and that it was also appropriate to carry transit forward as part of the vision process. She noted further that, from the perspective of EPA, transit was a metro-wide issue.

C. Carmine Palombo of SEMCOG indicated that it was likely that SEMCOG would work with the area's congressional delegation to seek federal dollars for an alternative analysis of rapid transit in the Woodward corridor.

C. Alex Sanchez of the Michigan Department of Environmental Quality said his agency's concerns related to water and air quality and the effects on natural resources.

C. Ron Ristau of SMART indicated that SMART generally agreed with the results of the model with respect to transit, but had some concerns about ridership in the 15-Mile Road area.

R. Joe Corradino responded that The Corradino Group would take a second look in that area.

C. Jim Kirschensteiner noted that as the I-75 project moves forward, it will have to be incorporated into a fiscally constrained long-range plan and that air quality conformity could not occur until that was accomplished. These two elements were necessary before a Record of Decision could be developed that is required to advance the project to the next step.

C. A representative of Orion Township indicated he was concerned that I-75 improvements be extended north due to the poor level-of-service being experienced around M-24 and Baldwin Road.

C. John Abraham of Troy stressed the desire of Troy for noise abatement in residential areas. He also noted that Troy was moving ahead on a number of arterial projects independent of the I-75 project.

The meeting concluded with a request for additional input as participants further studied the scoping document and other products of the I-75 EIS.

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Attendance

Name	Representing
Abdel Abdalla	Federal Highway Administration
John Abraham	Troy
Michael J. Allen	Madison Heights
Jon Austin	Madison Heights
Thomas Barwin	City of Ferndale
Robin Beltramini	Troy
Mary Ann Bernardi	Troy resident
Dick Cole	Royal Oak
Joe Corradino	The Corradino Group
Sue Datta	Michigan Department of Transportation
Paul Davis	Rochester Hills
Bob DeCorte	Traffic Improvement Association for Oakland County
Steve Demeter	Commonwealth Cultural Resources Group
Jerry Dywasek	Orion Township
Keisha Estwick	Orchard, Hiltz & McCliment
John Freeland	Tilton & Associates
Gerrad Godley	Rowe, Inc.
Bob Gosselin	State Representative
Steve Hinz	Federal Highway Administration
Gerald Holmberg	Road Commission for Oakland County
Linsay Jaiyesis	City of Detroit
Wayne Johnson	City of Berkley
Sherry Kamke	US EPA
Sean Kelsch	URS
Karen Kendrick-Hands	TRU
Jim Kirschensteiner	Federal Highway Administration
Sarah Lile	City of Detroit – Environmental Affairs
Art Mitchell	City of Pontiac
Carmine Palombo	SEMCOG
Jayn Page	Madison Heights
Matt Pryor	Mayor of Troy
Ron Ristau	SMART
Alex Sanchez	Michigan Department of Environmental Quality
Jim Schultz	Michigan Department of Transportation
Eugene Snowden	Oakland County Drain Office
Ted Stone	The Corradino Group
Ed Swanson	Madison Heights
Brian Tingley	Schutt & Company
Dennis Toffolo	Oakland County
J. David Vanderveen	Oakland County
Tara Weise	URS
Ken Wells	Rowe, Inc.
David Wresinski	Michigan Department of Transportation
Bill Zipp	Orchard, Hiltz & McCliment

RAYMOND & PROKOP, P.C.
ATTORNEYS AND COUNSELORS

26300 Northwestern Highway, 4th Fl. (248)
P.O. Box 5058 Fax: (248) 357-2720
Southfield, Michigan 48086-5058
www.raypro.com
madams@raypro.com

• Mark R. Adams

September 16, 2002

Patricia Paruch, Esq.
Kemp, Klein, Umphrey & Endelman, P.C.
201 W. Big Beaver Rd., Ste. 600
Troy, MI 48084

Robert Cohon, AICP
The Farbman Group
28400 Northwestern Hwy.
Southfield, MI 48034

Mr. Andrew Pettress
Andrew Pettress and Company
28 N. Saginaw St., Ste. 909
Pontiac, MI 48342

A. John Szerlag, City Manager
City of Troy
500 W. Big Beaver Rd.
Troy, MI 48084

RECEIVED
SEP 17 2002
CITY OF TROY
CITY MANAGER'S OFFICE

Mr. Eurick Clayton, Jr.
Wayne County Probate Court
1305 City-County Building
Two Woodward Ave.
Detroit, MI 48226

Re: ***SMART Performance Audit for the Period July 1, 2000 through December 31, 2001***

Dear OCPTA Board Members:

As discussed at the September 12, 2002 OCPTA Board Meeting conducted at the Troy offices of SMART, I am forwarding you a copy of the SMART Performance Audit for the period July 1, 2000 through December 31, 2001. Please review this report and call me with any questions or comments you may have.

Very truly yours,

RAYMOND & PROKOP, P.C.

Mark R. Adams

Mark R. Adams

MRA/bld
Enclosures

Oakland County Executive Auditing Division

Suburban Mobility Authority
for Regional Transportation
(SMART)

For the Period
July 1, 2000 - December 31, 2001

OAKLAND
COUNTY MICHIGAN

L. BROOKS PATTERSON
OAKLAND COUNTY EXECUTIVE

OAKLAND COUNTY MICHIGAN
AUDITING DIVISION

L. BROOKS PATTERSON, OAKLAND COUNTY EXECUTIVE

James L. Fitzpatrick, Manager

July 3, 2002

Mr. Dan Dirks
General Manager
Suburban Mobility Authority
for Regional Transportation
First National Building
660 Woodward Ave., Suite 950
Detroit, MI 48226-3515

Dear Mr. Dirks:

On October 15, 1996 a Public Transportation Agreement between the Suburban Mobility Authority for Regional Transportation (SMART) and the Oakland County Public Transportation Authority (OCPTA) was signed. Article V of this agreement requires a performance audit to be completed addressing the parameters set forth in Appendix A. Our office has been asked to review this agreement for compliance. This review covered the period of July 1, 2000 through December 31, 2001. This letter is intended to summarize compliance of the parameters established for this review.

INITIAL APPROACH

Based upon the above, we have divided our review into three areas; Contract/Compliance Issues, Financial Analysis, and Miscellaneous Issues.

Contract/Compliance Issues -

1. Acquire and review bus schedules and service evaluation statistics (sample month: October 2001) in order to verify the routes and services as described in Exhibit A of the agreement.

2. Acquire and review any new routes or changes in services.

3. Obtain information on Job Express/Shuttle/Flexible Route Service in the following areas of Oakland County:
   - Auburn Hills Job Shuttle;
   - Big Beaver Job Express;
   - Pontiac/Auburn Hills Rainbow Service;
   - Oakland Mall Job Shuttle;
   - Flint Transfers at Great Lakes Crossing;
   - Bloomfield Twp. Community Transit; and
   - West Bloomfield Twp. Community Transit.

4. Obtain copy of current Liability Insurance Certificate.

EXECUTIVE OFFICE BUILDING 34 EAST • 1200 N TELEGRAPH RD DEPT 405 • PONTIAC MI 48341-0405 • (248) 858-0994 • FAX (248) 858-2918

Financial Analysis -

1. Conduct a financial review and determine the indebtedness of SMART. This step will include the following:
   - Obtain and review FY01 Independent Auditor s Report;
   - Acquire and analyze FY02 Interim Financial Statements.

2. Obtain any reports issued by other parties.

3. Review bank reconciliations for accuracy and timeliness. This step will include the following:
   - Review FY01 bank reconciliations,
   - Trace bank transactions for sample month(s).

Miscellaneous Issues -

1. Review efficiency, effectiveness, and customer satisfaction of the rides.

2. Review the municipal and community credits in regards to areas of both opt-in and opt-out communities. This step will include the following:
   - Determine both opt-in and opt-out communities;
   - Review contract worksheets;
   - Schedule and review payments received by all communities; and
   - Determine recapture amounts as of June 27, 2002.

ACTIVITIES PERFORMED

A list was prepared and faxed to SMART of preliminary materials needed. We met with representatives from SMART on June 25, 26, and 27 where they provided us with all of the items requested.

- Reviewed various documents obtained as a result of the above, including the following:
  - Finance/Accounting provided:
    1. Independent Auditor Reports for the Years Ended June 30, 2001 and 2000;
    2. Municipal and Community Credit contract worksheets for FY98, FY99, FY00, FY01, and FY02;
    3. Trial Balance Ledgers showing setups, administration fees, payments, and ending balances for FY97 – FY02 Municipal and Community Credits;
    4. FY02 Interim Financial Statements;
    5. Money Back Guarantee Refund Worksheet;
    6. Actual Money Back Guarantee Request Forms for the sample month of October 2001; and
    7. Bank reconciliations and supporting documentation for sample months.

  - Customer Information Department provided the following for the sample month of October 2001:
    1. Inquiry, Suggestion, Compliment forms;
    2. Complaint/Suggestion Log - regular; and
    3. Complaint/Suggestion Log - money back guarantee.

- Service Evaluation Statistics for October 2001;
- Bus Schedules for specific routes established within our parameters;
- Information regarding the Job Express/Shuttle/Flexible Route Service routes.

CONCLUSIONS AND NEXT STEPS

Contract/Compliance Issues

Acquire and review bus schedules and service evaluation statistics in order to verify the routes and services as described in Exhibit A of the agreement. (Appendix B)

We reviewed and verified the above routes and services by obtaining and reviewing individual bus schedules and service evaluation statistics. Bus schedules included both route maps and time tables for services. Service evaluation statistics included a monthly operations report that provided ridership figures and revenue miles.

Acquire and review any new routes or changes in services.

SMART has established three new bus routes for Oakland County. The Auburn Hills Rainbow Service is a newly initiated community transit service replacing the Pontiac/Auburn Hills Shuttle Service. Becoming effective June 12, 2000, it now includes Advance Reservations, Timepoint Services, and a Same Day Service for routes 752 Pontiac – Cherry Hill and 756 Pontiac – O.C.C. Auburn Hills. The third route, 475 Woodward limited to Troy was created to ease ridership in the Troy area. SMART has also made the following route improvements:

- Routes 275 Telegraph, 494 Dequindre, and 780 Fifteen-mile road have all added Saturday services.
- Route 400 Southfield – Orchard Lake was redesigned via American Drive to serve hotels and businesses. It has also shifted and eliminated stops for a more improved program.
- Route 410 Woodward Northland has added a trip to the northend of Mendota and has been rerouted through downtown to accommodate construction.
- Route 450 Woodward – Pontiac has added Saturday services and was rerouted through downtown to accommodate for construction.
- Route 475 Woodward Limited to Troy has suspended the Joslyn Road Park and Ride service but has been rerouted to serve Midtown Square.
- Route 465 Woodward Limited to Auburn Hills was also rerouted to service Midtown Square.
- Route 710 Nine-mile has added Sunday routes to its service.
- Route 740 twelve-mile has added weekly late evening trips.
- For Flint bus transfers, an MTA Agreement Policy has been implemented for Route 753 Baldwin. Route 753 Baldwin has also added the Auburn Mile to its service.
- Park and Ride Route 820 Farmington – Livonia – Redford has joined its last evening outbound trip with route 810 increasing efficiency.
- Previous route 865 Auburn Hills has been streamlined and merged into the Park and Ride Route 559 to include more local stops improving efficiency and convenience.
- The Auburn Hills Job Express, because of a lack of ridership, has converted to a twice a day Job Shuttle.
- Pontiac Garage Consolidation was officially closed July 2, 2001 in an effort to increase efficiency.
- Pontiac/Auburn Hills Express was discontinued June 9, 2000 and replaced by a new area of service.

Obtain information on Job Express/Shuttle/Flexible Route Service in the following areas of Oakland County:

- *Auburn Hills Job Shuttle;*
- *Big Beaver Job Express;*
- *Pontiac/Auburn Hills Rainbow Service;*
- *Oakland Mall Job Shuttle;*
- *Flint Transfers at Great Lakes Crossing;*
- *Bloomfield Twp. Community Transit; and*
- *West Bloomfield Twp. Community Transit.*

The advertisements and summaries of the Job Express/Shuttle/Flexible Route Service are located in Appendix C.

Obtain copy of current Liability Insurance Certificate.

A copy was provided and is included in Appendix D.

Financial Analysis

Conduct a financial review and determine the indebtedness of SMART. This step will include the following:

- *Obtain and review FY01 Independent Auditor's Report;*
- *Acquire and analyze FY02 Interim Financial Statements.*

We obtained and reviewed both the FY01 Independent Auditor's Report prepared by KPMG and the FY02 Interim Financial Statements prepared by SMART.

Obtain any reports issued by other parties.

None obtained.

Review bank reconciliations for accuracy and timeliness. This step will include the following:

- *Review FY01 bank reconciliations,*
- *Trace bank transactions for sample month(s).*

We obtained and reviewed all bank reconciliations for FY01. We also verified (traced to the general ledger) all bank transactions for April 2002, for the National City Account and the Comerica General Account.

Miscellaneous Issues

Review efficiency, effectiveness, and customer satisfaction of the rides.

A sample month was chosen and reviewed for customer complaints, suggestions, and dispositions. Forty-two percent of complaints reviewed dealt with the bus being a no show or running late. Another forty-two percent were complaints involving the driver of the bus. Statistics for the sample month reviewed are included in Appendix E.

Review the municipal and community credits in regards to areas of both opt-in and opt-out communities. This step will include the following:

- *Determine both opt-in and opt-out communities;*
- *Review current contracts with the municipalities;*
- *Schedule and review payments received by all communities; and*
- *Determine recapture amounts as of June 27, 2002.*

A list of opt-in and opt-out communities is included in Appendix F (page 1).

Oakland County's portion of municipal credits for FY97, FY98, FY99, FY00, FY01, and FY02 that are unused and may be recaptured by SMART are included in Appendix F (page 2). As of June 27, 2002, the following chart shows the total possible recapture dollars per fiscal year:

POSSIBLE RECAPTURE DOLLARS		
FISCAL YEAR	**RECAPTURE DATE**	**MUNICIPAL CREDITS UNUSED**
97	6/30/98	$9,120.00
98	6/30/99	$23,197.00
99	6/30/00	$7,157.00
00	6/30/01	$74,148.07
01	6/30/02	$203,698.50
02	6/30/03	$732,226.55

When municipal credits are not used within the allotted two year period, these monies may be recaptured by SMART. As you can see, SMART has chosen not to recapture municipal credits at this time and SMART continues to allow the communities to use up old credits. If municipal credit monies are recaptured, SMART has to use these funds exclusively for public transportation within the county in which the city, village, or township lies.

As of June 27, 2002 the following communities have not contracted with SMART for their FY02 municipal credit monies and have prior unused municipal credits:

FY02 COMMUNITIES WITHOUT A CONTRACT			
COMMUNITY	**FY 02AMOUNT**	**FY97-02 BALANCE**	**COMMENTS**
Bloomfield Hills.	$3,702.00	$7,867.00	
Keego Harbor	$2,603.00	$6,275.00	
Lake Angelus	$307.00	$1,817.00	Never Contract
Novi	$44,713.00	$44,713.00	
Sylvan Lake	$1,630.00	$10,323.00	Never Contract
Wolverine Lake	$4,150.00	$14,561.00	
Orchard Lake	$2,082.00	$12,627.00	

Lake Angelus and Sylvan Lake never contract for their municipal credits and Orchard Lake has chosen not to contract for the last few years. The other four communities should have

contracted for their municipal credits by June 30, 2002 and have until June 30, 2003 to use their municipal credit monies to operate a public transportation program.

In addition to Municipal Credits, opt-in communities receive Community Credits that may be used for operating purposes and/or capital purchases. Starting with FY97 opt-in communities have up to five years to use Community Credits if they contract to use the monies for capital purchases or two years if used for operating purposes.

As of June 27, 2002, the following chart shows the total possible recapture dollars per fiscal year:

POSSIBLE RECAPTURE DOLLARS		
FISCAL YEAR	**RECAPTURE DATE**	**COMMUNITY CREDITS UNUSED**
96	6/30/97	$34,512.20
97	6/30/98	$.00
98	6/30/99	$66,048.70
99	6/30/00	$65,766.60
00	6/30/01	$133,831.04
01	6/30/02	$147,652.53
02	6/30/03	$381,106.67
TOTAL UNUSED COMMUNITY CREDITS		**$828,917.74**

Oakland County's portion of community credits for FY96, FY98, FY99, FY00, FY01, and FY02 that are unused are included in Appendix F (page 3). SMART has chosen not to recapture community credits at this time and continues to allow the communities to use up old credits.

The issues that remain to be resolved include the following:

- *Municipal and Community Credit Policies & Procedures*
  - Recommend written Municipal and Community Credit recapture policies & procedures.

- *Contract concerns*
  - Recommend immediate follow-up with the seven communities that have not contracted for their FY02 municipal credits.

If you have any questions, please contact me at 858-0997. We have enjoyed the opportunity to work with you and we look forward to assisting you in future projects.

Sincerely,

James L. Fitzpatrick
Manager

cc: Oakland County Public Transportation Authority
Tom Law - Chairperson
Oakland County Board of Commissioners
Audit Committee
Oakland County Board of Commissioners
Kenneth Rogers
Oakland County Deputy County Executive
Gerald Poisson
Oakland County Assistant Deputy County Executive

PARAMETERS OF PERFORMANCE AUDIT

Suburban Mobility Authority for Regional Transportation

- Service and Routes listed in Exhibit A
- Any additional new routes and/or services;
- Efficiency, effectiveness and customer satisfaction of the rides;
- FY01 Independent Auditor s Report;
- FY02 Interim Financial Statements;
- Reports issued by other parties;
- Municipal Credits;
- Community Credits;
- Copy of Current Liability Insurance Certificate.

LINEHAUL ROUTES IN OAKLAND COUNTY

	ROUTE NO.	NAMES	SCHEDULE AS OF 6/02 LAST UPDATE/CHANGE
1	275	Telegraph	May 20, 2002
2	285	Middlebelt - Orchard Lake	May 20, 2002
3	305	Grand River	May 20, 2002
4	400	Southfield - O.C.C. Orchard Ridge	May 20, 2002
5	405	Northwestern Highway	May 20, 2002
6	410	Northland Mall Hub	January 8, 2001
7	415 & 420	Southfield - Greenfield	January 8, 2001
8	430	Main Street	May 20, 2002
9	440	Maple Road via Woodward	January 8, 2001
10	445	Woodward Limited to Birmingham	May 20, 2002
11	450	Pontiac - Detroit via Woodward	January 8, 2001
12	460	Somerset Mall - Detroit via Woodward	January 8, 2001
13	465	Woodward Limited to Auburn Hills	May 20, 2002
14	475	Woodward Limited to Troy	May 20, 2002
15	494	Dequindre	May 20, 2002
16	495	John R	May 20, 2002
17	710	Nine Mile	May 20, 2002
18	730	Ten Mile	January 8, 2001
19	740	Twelve Mile	January 8, 2001
20	752	Pontiac - Cherry Hill	May 6, 2002
21	753	Baldwin	May 6, 2002
22	756	Pontiac - O.C.C. Auburn Hills	May 6, 2002
23	760	Fourteen Mile	January 8, 2001
24	780	Fifteen Mile	December 8, 1997

PARK AND RIDE

1	559	Auburn Hills	February 4, 2002
2	820	Farmington - Livonia - Redford - Detroit	May 20, 2002
3	851	West Bloomfield/Farmington Hills - Detroit	May 20, 2002

JOB EXPRESS/SHUTTLES/FLEXIBLE ROUTE SERVICE

		Ridership per day
1	Auburn Hills Job Shuttle	2
2	Big Beaver Job Express	25
3	Pontiac/Auburn Hills Rainbow Service	150
4	Oakland Mall Job Shuttle	26
5	Bloomfield Twp. Job Shuttle	5
6	West Bloomfield Twp. Job Shuttle	10
7	Flint Transfers at Great Lakes Crossing	10

OAKLAND COUNTY SERVICES

LINEHAUL (FIXED ROUTE)

SMART currently has 27 bus routes in Oakland County. They operate as either park & ride (3) or linehaul service (24). Fixed route services operate with the larger buses, from 29' to the traditional 40' model. These buses usually travel on the major streets, stopping at designated locations clearly marked with a SMART bus stop sign. These buses are equipped with lifts to make boarding and alighting easier for those individuals with a mobile disability.

COMMUNITY TRANSIT

This is provided by SMART to individuals traveling in Oakland County. This service is operated with the smaller paratransit buses that are 24' or smaller. These buses are also lift equipped for those individuals with a mobile disability. This is a curb to curb service where the bus will pickup the customer at the curb and deliver the person to their desired destination, provided it is in the specific service area. Otherwise, the customer may be asked to transfer to another bus.

COMMUNITY BASED TRANSIT SERVICE

This service is provided by the individual communities. The community has the option of what kind of service they will offer (i.e. general purpose or agency). SMART may provide individual communities with a bus(es), maintenance, and planning of the service in exchange for the community using the buses at given times of the day to provide service that is mutually agreed upon by SMART and the local community.

JOB EXPRESS

Job Express is a van service provided by SMART which provides a link between fixed route service and individual job sites. The vans take passengers from established locations along fixed routes to any location within the specific Job Express service zones. In Oakland County, the Job Express service is provided in Auburn Hills and in the Somerset Mall area in Troy.

SMART
Oakland County
Employment Transportation Services
Community Transit

Auburn Hills Job Shuttle – Located near the Chrysler Technology Center, the Auburn Hills Job Shuttle encompasses an area that includes University Drive on the north, M-59 on the south, Opdyke on the west, and the Auburn Hills city limits on the east. Two timepoints are available to take individuals to work. The hours are 6:30 AM and 7:30 AM Monday through Friday.

Big Beaver Job Express – Located at the Somerset Collection in Troy, the Job Express buses meet fixed routes and take people to work in the Big Beaver corridor. The service area includes Big Beaver Road from east of Kmart Headquarters to west of Ameritech. In addition, passengers can be taken south to Kirts Blvd. Hours are 5:40 AM to 10:00 AM and 3:00 PM to 7:00 PM Monday through Friday.

Pontiac/Auburn Hills Rainbow Service – A newly designed community transit service that transports patrons from Downtown Pontiac to employment and educational facilities in Auburn Hills. The program now includes advance reservations, specific timepoint services, and same day service. The area includes the corridor from downtown Pontiac with University Drive north, M-59 south, and the Auburn Hills city limits on the east.

Oakland Mall Job Shuttle – Located at Oakland Mall and Meadowbrook Plaza, the Job Express encompasses an area that includes 14 Mile on the south, Long Lake Road on the north, Livernois on the west and John R Road on the east. Hours are 7:00 AM to 10:00 AM and 2:30 PM to 5:30 PM Monday through Friday.

Flint Transfers at Great Lakes Crossing – As more and more individuals have come from the Flint area seeking jobs in Oakland County, requests have been made in the Pontiac/Auburn Hills area to accommodate riders needs. An agreement known as the MTA Policy has been implemented on Route 753 Baldwin to fulfill this request. Although the number of riders has been modest so far, an expected trend is for this to continue and expand.

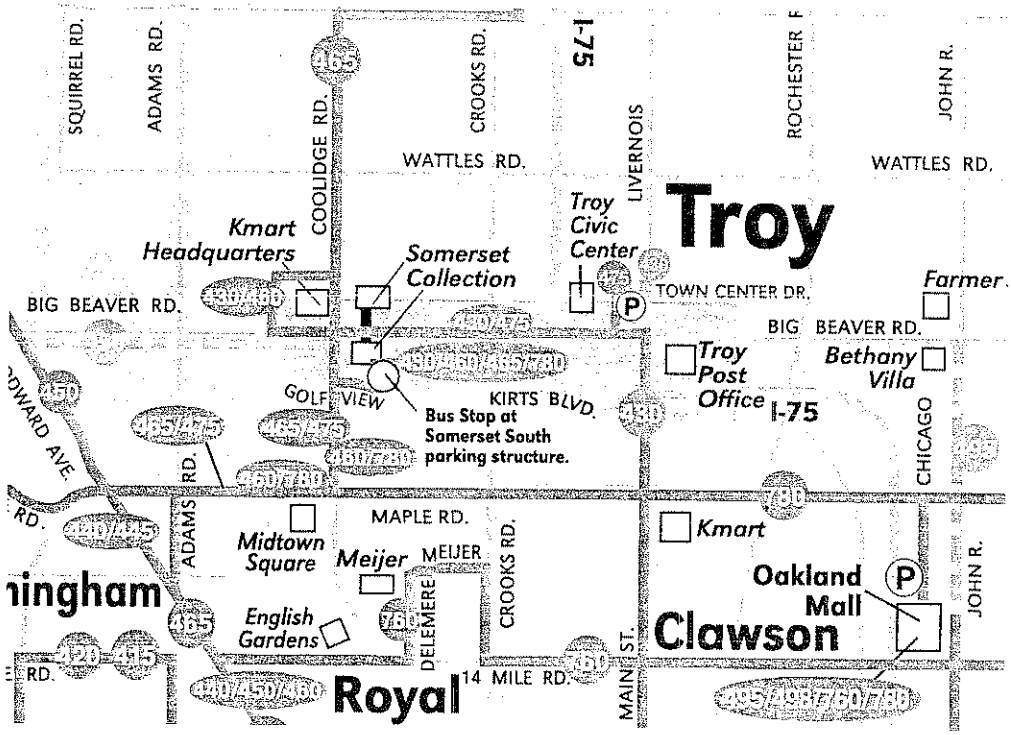
Bloomfield Township and West Bloomfield Community Transit Service – Includes curb-to – curb reservation and same day service designed to supplement SMART's regular fixed route services. Passengers can be transported to any location within the specified service area. Service meets selected fixed route buses at predetermined times in the morning, and transports customers to work locations in Bloomfield Township and West Bloomfield Township. Customers are returned in the afternoon to reconnect with the fixed route service for their return trip. Service provided Monday through Friday from 6:30 AM to 7:30 PM.

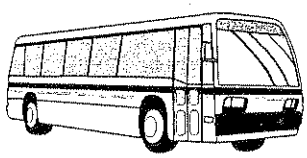
SMART RIDE

Suburban Mobility Authority for Regional Transportation

Big Beaver JOB EXPRESS

The **Big Beaver Job Express** takes you from the bus stop right to your job!





- Take the **SMART Route 430, 460, 465 or 780** to Somerset Collection South and board the small **Job Express** bus that's waiting for you. Reserve your return trip by telling the driver when you need to be picked up or call **(800) 503-3888**.

- **Job Express** passengers have the following fare payment options:
  1. Use linehaul transfers to board **Job Express**.
  2. Pay the **Job Express** driver $1.50 plus 25¢ to transfer to a linehaul bus.
  3. **SMART** tickets and passes, and the **DDOT/SMART Regional Pass** may be used.
  4. Pay 50¢ cash fare each way.

- The **Big Beaver Job Express** operates Monday - Friday between 5:40 a.m. and 10:00 a.m. and from 3:00 p.m. to 7:00 p.m.

  For emergency return trip during midday hours, call **Troy Dial-A-Ride** at (248) 362-3436.

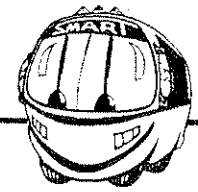
For routes, scheduling & information in Braille, large print or audio, call 6:30 a.m. - 6:00 p.m., Monday through Friday

(313) 962-5515

SMB 5/6/2002

SMART RIDE

Suburban Mobility Authority for Regional Transportation



Oakland Mall Job Shuttle
(248) 362-3436

*The **Oakland Mall Job Shuttle** is a flexible curb-to-curb bus service in Troy designed to get customers to and from destinations in the specified service area. The shuttle can be used for any type of trip including work, shopping and connections to **SMART** fixed linehaul routes.*

How does it work?

Passengers may board at the timepoints (Oakland Mall & Meadowbrook Plaza) and travel to any location in the defined service area (see map on back). Holiday Inn, ITT Tech, Ameritech and the Troy Post Office are just a few potential locations in the service area. Just tell the driver your destination. For pick-ups at locations other than the timepoints, passengers must call **SMART** the same day between 6:30 a.m. and 5:00 p.m. at **(248) 362-3436** (Troy Dial-A-Ride). Passengers can also arrange their return ride with the driver.

When does it operate?

Weekdays only, 7:00 a.m. - 10:00 a.m. & 2:30 p.m. - 5:30 p.m.

TIMEPOINT:	Oakland Mall	Meadowbrook Plaza
Mornings	7:00	7:25
	7:45	8:10
	8:30	8:55
	9:15	9:40
	10:00	
Afternoons	2:30	2:55
	3:15	3:40
	4:00	4:25
	5:10	

How much does it cost?

Passengers boarding at timepoints will pay the **SMART** linehaul fare. Passengers boarding at locations other than timepoints will pay the **SMART Community Transit** fare. Transfers may be used.

For linehaul schedule information, call

(313) 962-5515

6:30 a.m. - 6:00 p.m., Monday - Friday

SMART ONE-WAY FARES

COMMUNITY TRANSIT	FARE	TRANSFER	LINEHAUL (at timepoints)	FARE	TRANSFER
Regular	$2.00	10¢	Regular	$1.50	25¢
Seniors & People with Disabilities	$1.00	5¢	Youths (6-18)	$1.00	25¢
			People with Disabilities	75¢	10¢
			Seniors	50¢	FREE
Under 6 Years	FREE**	FREE**	Under 6 Years	FREE**	FREE**

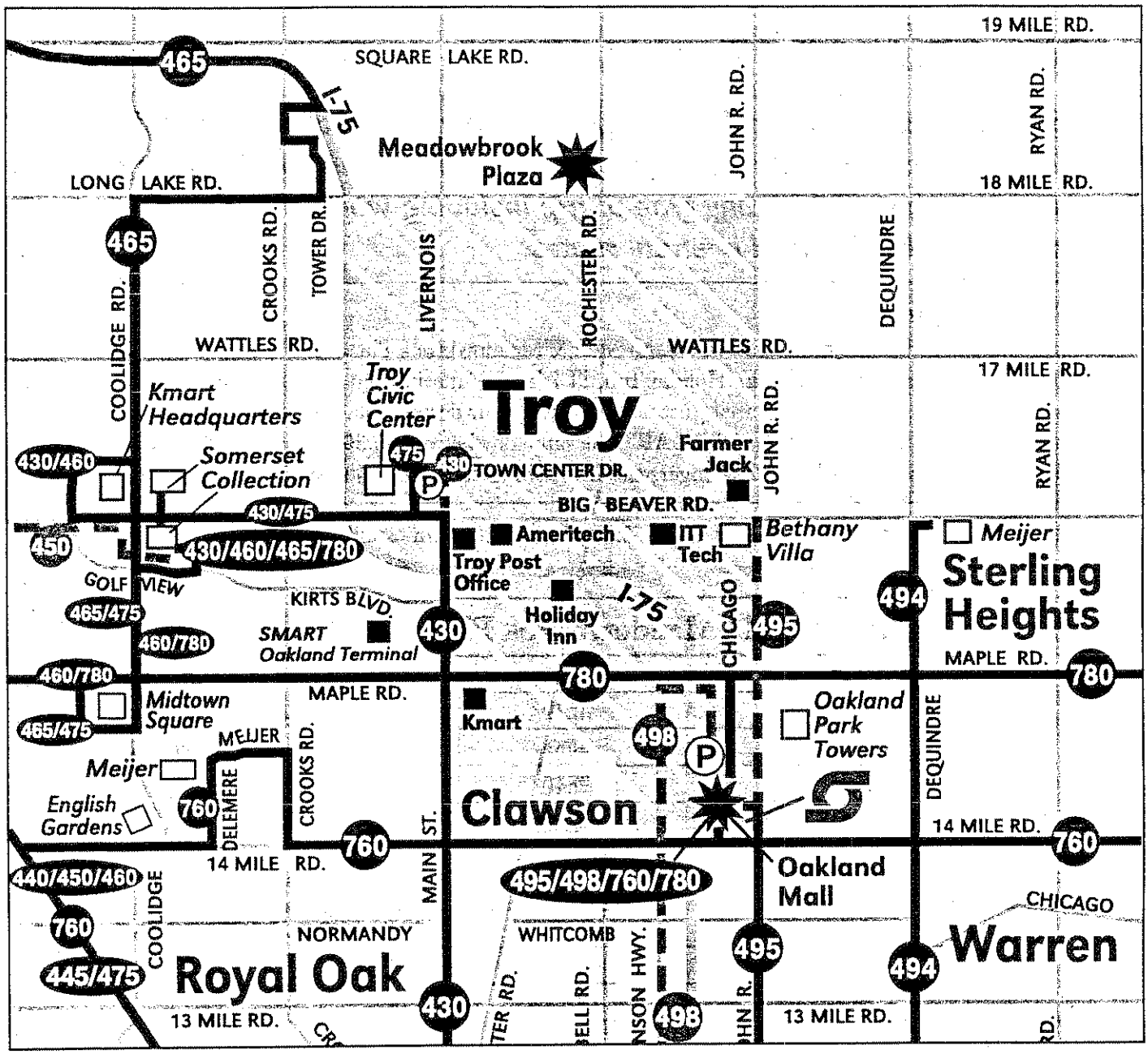
**When accompanied by an adult

1/16/2002

SMART RIDE

Suburban Mobility Authority for Regional Transportation

Oakland Mall Job Shuttle



LEGEND

Oakland Mall Shuttle Service Area

Oakland Mall Shuttle Timepoint

Regular Linehaul Route (460)

Selected Bus Trips (498)

Park & Ride Lot (P)

Troy Dial-a-Ride

SMART

Suburban Mobility Authority for Regional Transportation

Fixed Route Service

Bloomfield Township & West Bloomfield Township Areas

275 Telegraph Road - Service from Pontiac to Southland Center in Taylor. **(Weekdays & Saturday)**

285 Middlebelt Road - Orchard Lake Road - Service from Metropolitan Airport to south of Lone Pine Road in West Bloomfield. **(Weekdays & Saturday)**

405 Northwestern Highway - Service from Northland Mall to Henry Ford Medical Center in West Bloomfield. **(Weekdays & Saturday)**

440 Maple and Telegraph - Detroit via Woodward - Service from downtown Detroit to Maple Road, west to Telegraph in Bloomfield Township. Includes downtown Birmingham. **(Weekdays & Saturday)**

445 Woodward Limited to Bloomfield Township - Service from downtown Detroit to Maple Road, west to Telegraph in Bloomfield Township. Includes downtown Birmingham. **(Peek weekday hours)**

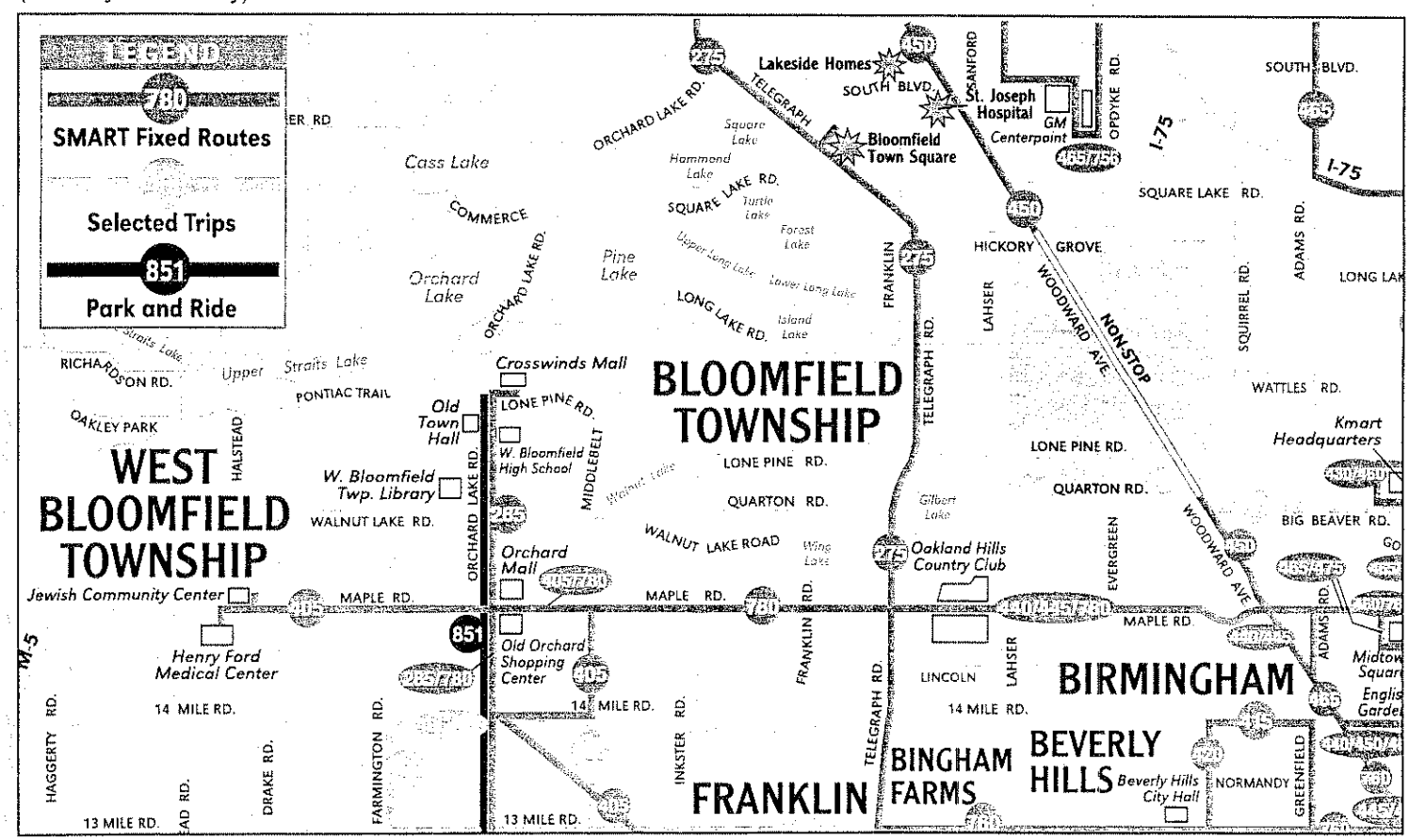
450 Pontiac-Detroit via Woodward Local service from downtown Detroit to downtown Pontiac. Includes downtown Birmingham. **(Seven days a week)**

780 Fifteen Mile Road - Maple Road service from Macomb Mall west to Orchard Lake Road in West Bloomfield. Includes downtown Birmingham and the Somerset Collection. **(Weekdays & Saturday)**

851 West Bloomfield - Farmington Hills - Detroit Park & Ride - Park & ride service with pickups on Orchard Lake Road at Lone Pine Road, Maple Road and 14 Mile Road. **(Peek weekday hours)**

SMART ONE-WAY FARES		
FIXED ROUTE	**FARE**	**TRANSFER**
Park & Ride	$2.00	25¢
Regular Linehaul	$1.50	25¢
Youths (6-18)	$1.00	25¢
People with Disabilities	75¢	10¢
Seniors	50¢	FREE
Under 6 Years	FREE**	FREE**

**When accompanied by an adult

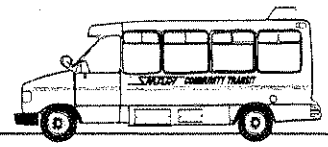


For routes, scheduling and information in Braille, large print or audio, call our Customer Service Representatives, 6:30 am to 6:00 pm, Monday - Friday

(313) 962-5515

SMART RIDE

Suburban Mobility Authority for Regional Transportation



Bloomfield Township & West Bloomfield Township Community Transit Service (Weekdays from 6:30 a.m. to 7:30 p.m.)

Curb-to-curb reservation and same day service designed to supplement SMART's regular fixed route service. Passengers can be transported to any location within the specified service area.

TYPES OF SERVICE

Advanced Reservation

Call up to 6 days in advance for medical trips and 2 days for general service.
(248) 332-3696.

Same Day Service

Operates between 10:00 a.m. and 3:00 p.m. based upon availability. Call **(248) 332-3696** and request ***"Same Day Service"***. (To ensure a ride on the day and time you need, advance reservation service is recommended.)

Job Shuttles

Bloomfield Township Shuttle takes people to work sites in the Township. Morning pickup meets **Route 440 Maple/Telegraph Road** at 7:55 a.m. (Maple 3 Theatres). The afternoon return trip* is 2:48 p.m. No advanced reservation required. This shuttle also connects with routes **275 Telegraph Road** and **780 Fifteen Mile Road**.

West Bloomfield Township Shuttle takes people to work sites in the Township. Morning pickups meet **Route 405** at 8:17 a.m. and 8:47 a.m. (***Orchard Mall***). The afternoon return trip* is scheduled for 2:57 p.m. A 3:40 p.m. drop-off at 14 Mile and Middlebelt connects with **Route 486 Detroit - Farmington Hills**. No advanced reservation required. This shuttle also connects with routes **285 Middlebelt Road** and **780 Fifteen Mile Road**.

*Schedule return rides with driver or call (248)362-3459.

Any questions?
Your Bloomfield Township and West Bloomfield Township Transit Coordinator
(248) 737-5596

SERVICE AREA

Includes all of Bloomfield Township (except the City of Bloomfield Hills) and West Bloomfield Township.

Medical Facilities

Barnum Center - Birmingham
Henry Ford Hospital - West Bloomfield
Huron Valley Hospital - Commerce Township
Beaumont Hospital - Royal Oak
St. Joseph Hospital - Pontiac

Additional Locations

Somerset Collection
Downtown Birmingham
Bloomfield Town Square

SMART ONE-WAY FARES

COMMUNITY TRANSIT	*FARE*	*TRANSFER*	SMART FIXED ROUTE	FARE	TRANSFER
Regular	$2.00	10¢	Regular	$1.50	25¢
Seniors & People with Disabilities	$1.00	5¢	Youths (6-18)	$1.00	25¢
			People with Disabilities	75¢	10¢
			Seniors	50¢	FREE
Under 6 Years	FREE**	FREE**	Under 6 Years	FREE**	FREE**

**When accompanied by an adult

MARSH

600 Renaissance Center, Suite 2100
Detroit, MI 48243

BINDER OF INSURANCE

BINDER NO.: 01-3012

DATE: June 28, 2001

This is to confirm that we have effected the following insurance for:

INSURED: Suburban Mobility Authority for Regional Transportation
660 Woodward, Suite 900
Detroit, MI 48226

COVERING: Excess General Liability - Occurrence Coverage Form G0209 12/97
Excess Public Officials Liability - Claims Made Coverage Form 47279 10/98
Excess Automobile Liability - Occurrence Coverage Form 44449 12/93
Umbrella Liability - Umbrella Coverage form 47550 3/96

AMOUNT OR LIMIT OF LIABILITY: Per attached Summary of Coverages

PERIOD OF INSURANCE:
12:01 AM July 01, 2001 to July 01, 2002

NET PREMIUM: $454,476

INSURED WITH: St. Paul Mercury Insurance Company

POLICY NUMBER: **GPO6300789**

"It is agreed that insurance contracts and premium agreements subsequently issued shall conform to this Binder."

Authorized Representative: _____

Date: 6/28/01

SUBURBAN MOBILITY AUTHORITY for REGIONAL TRANSPORTATION

EXCESS GENERAL LIABILITY BINDER

July 1, 2001 to July 1, 2002

CARRIER: **St. Paul Fire and Marine**
Bests Rating: A+ XV

POLICY NUMBER: (applicable to all coverages) GP 063 00789

LIMITS OF LIABILITY:

General Total Limit	$ 1,000,000	Per Location
Products/Completed Operations Aggregate	1,000,000	
Personal & Advertising Injury	1,000,000	Each Person
Each Event Limit	1,000,000	
Premises Damage Limit	1,000,000	
Employee Benefits Liability	$1M / 3M	Occ. / Agg.
Retro Date:	7/1/97	

Limits of Liability apply in excess of the SIR.

SELF-INSURED RETENTION: $1,000,000 Each Event

The SIR applies to all personal injury, advertising injury, bodily injury and property damage liability arising out of a single occurrence.

TERMS AND CONDITIONS:

Occurrence Coverage Form G0209 1097 which includes:

- Broad Named Insured - Commissioners, Officers, Employees, Boards, Agencies, Volunteers, etc.
- Pay on Behalf Wording
- Employee Benefits Liability - Claims Made Coverage Form
- Incidental Medical Malpractice Liability - First Aid
- Expanded Definition of Bodily Injury - Mental Anguish, Emotional Distress
- Contractual Coverage
- Host Liquor Liability
- Nonowned Watercraft Coverage
- Automatic Coverage Newly Formed or Acquired Organizations (90 days)
- Separation of Insureds
- Fellow Employee Coverage - Bodily Injury
- 120 Days Notice of Cancellation and Non-Renewal or Material Change
- Unintentional Errors & Omissions - Failure to Disclose – Per General Rules
- Self-Insured Retention Endorsement
- Multiple SIR Endorsement
- Silent on Punitive Damages
- Additional Insured - Blanket - Where Required by Contact
- Additional Insured - Lessor Equipment – Named Lessors Only
- Waiver of Subrogation - Named Entities Only upon Request

TERMS AND CONDITIONS: (continued)

Knowledge & Notice of Occurrence - Risk Manager
Expected or Intended Injury Coverage - to protect persons and property
Extended Pollution Coverage - Products, Hostile Fire, Smoke, Building Heating Equip.
Watercraft Users Endorsement
What to Do When You Have a Loss – Form 47652
Employee Benefits Liability SIR Endorsement - #47654

NOTABLE EXCLUSIONS:

Sewer Backup
Nuclear Energy Liability
Failure to Supply
Medical Expenses
Waste Products - Redefined
Healthcare professional services
Pollution Liability - See Exceptions above
Public Use of Property

ALLOCATED CLAIM EXPENSE:

The retention is reduced by Allocated Claim Expenses, the limits are not reduced by Allocated Claim Expenses.

RIGHT TO SETTLE PROVISION:

St. Paul has the right to settle any claim or suit within an applicable self-insured retention or the available limits of coverage.

SUBURBAN MOBILITY AUTHORITY for REGIONAL TRANSPORTATION

EXCESS PUBLIC OFFICIALS LIABILITY BINDER

July 1, 2001 to July 1, 2002

CARRIER: **St. Paul Fire and Marine**
Bests Rating: A+ XV

LIMITS OF LIABILITY:

Each Wrongful Act:	$ 1,000,000
Total Limit:	1,000,000
Retro Date:	7/1/97

Limits of Liability apply in excess of the SIR.

SELF-INSURED RETENTION: $1,000,000 Each Wrongful Act

TERMS AND CONDITIONS:

Claims Made Coverage Form #47279 1098 which includes:
Broad Named Insured - Elected/Appointed Officials, Board Members, Employees, Volunteer Workers
Separation of Insureds
120 Days Notice of Cancellation & Non-Renewal or Material Change
Notice/Knowledge of Occurrence - Risk Manager
Unintentional Errors & Omissions - Failure to Disclose – Per General Rules
Employment Related Practices Coverage - Included in definition of Wrongful Act
60 Day Limited Reporting Period after agreement ends
Silent on Punitive Damages
SIR Endorsement and Multiple SIR Endorsement
What to Do When You Have A Loss – Form 47652

NOTABLE EXCLUSIONS:

Back Wages and Other Compensation
Debt Financing
Declaratory, Injunctive or Non-monetary Relief
Health Care Professional Services
Injury or Damage
Pollution
Prior Wrongful Acts
Strikes, Riots, Civil Commotions
Boards and Commissions Exclusion - Amended to Remove Transit Authorities

(continued)

ALLOCATED CLAIM EXPENSE:

The retention is reduced by Allocated Claim Expenses, the limits are not reduced by Allocated Claim Expenses.

RIGHT TO SETTLE PROVISION:

St. Paul has the right to settle any claim or suit within an applicable self-insured retention or the available limits of coverage.

SUBURBAN MOBILITY AUTHORITY for REGIONAL TRANSPORTATION

EXCESS AUTOMOBILE LIABILITY BINDER

July 1, 2001 to July 1, 2002

CARRIER: **St. Paul Fire and Marine**
Bests Rating: A+ XV

LIMITS OF LIABILITY:

Liability:	$1,000,000 each accident (combined for BI and PD)
Michigan No-Fault:	Statutory - PIP and PPI
UM/UIM:	$1,000,000 each accident

The Limits of Liability are in addition to the SIR.

COVERED AUTOS:

Liability:	Symbol 1 - Any Auto
No-Fault:	Symbol 5 - All Autos Subject to No-Fault Laws
UM/UIM:	Symbol 2,8 - All Autos Subject to UM/UIM Laws

SELF INSURED RETENTION: $1,000,000 each occurrence/accident

The SIR applies to Auto Liability, UM/UIM, and Personal Injury Protection coverages.

COVERAGE INCLUDES:

Occurrence Coverage Form 44449 12/93 which includes:
Expanded Definition of Bodily Injury - Mental Anguish, Emotional Distress
120 Days Notice of Cancellation/Nonrenewal or Material Change
Notice/Knowledge of Occurrence - Risk Manager
Michigan PIP / PPI
Employees as Insureds – Form 44130
Hired and non-owned liability - Any Auto
Self-Insured Retention Endorsement
Multiple SIR Endorsement
Uninsured/Underinsured Motorists Coverage
Unintentional Errors & Omissions - Failure to Disclose – Per General Rules
Commissioners, Officers & Employees as Insureds
Additional Insured - Blanket - Where Required by Contract
Additional Insured Lessor - Blanket - Where Required by Contract
Expected or Intended Injury Coverage - Protection of Persons & Property
Delete Fellow Employee Exclusion
Property in Your Care Endorsement - Public Transportation
Pollution Coverage - Vehicle Overturn
Waiver of Subrogation - Named Entities Only upon Request
Drive Other Car Endorsement - Those Employees assigned a permanent vehicle.

ALLOCATED CLAIM EXPENSE:

The retention is reduced by Allocated Claim Expenses, the Limits are not reduced by Allocated Claim Expenses.

PREMIUM BASIS:

478 Power Units (Does not include CBSP or POS buses)

AUDIT PROVISION:

The 2001/02 policy term is **not** subject to audit.

RIGHT TO SETTLE PROVISION:

St. Paul has the right to settle any claim or suit within an applicable self-insured retention or the available limits of coverage.

SUBJECT TO:

Loss control visit to be scheduled by St. Paul to review MVR policy and procedures.

SUBURBAN MOBILITY AUTHORITY for REGIONAL TRANSPORTATION

UMBRELLA LIABILITY BINDER

July 1, 2001 to July 1, 2002

CARRIER: **St. Paul Fire and Marine**
Bests Rating: A++ XV

LIMITS OF LIABILITY:

General Total Limit	$ 10,000,000 - Where Applicable
Products/Completed Operations Aggregate	10,000,000
Personal & Advertising Injury	10,000,000
Each Event Limit	10,000,000

DEDUCTIBLE: $10,000

The deductible applies to each event or offense not covered by your Basic Insurance.

TERMS AND CONDITIONS:

Umbrella Coverage Form 47550 396 including:

- Follow-Form underlying Coverages except where noted otherwise
- Government Unit Endorsement
- 120 Days Notice of Cancellation/Nonrenewal or Material Change
- Notice/Knowledge of Occurrence - Risk Manager
- Unintentional Errors & Omissions - Failure to Disclose
- Silent on Punitive Damages
- Advertisers Liability Endorsement # E0157
- Executive Officer/Leased Worker Endorsement # 47481
- Pollution Exclusion
- Lead Exclusion
- Control of Property Exclusion
- Health Care Professional Services Exclusion
- Law Enforcement - Follow Form Endorsement
- Public use of Property Exclusion
- Failure to Supply Exclusion

SCHEDULE OF UNDERLYING:

- General Liability
- Employee Benefits Liability (Claims Made)
- Auto Liability
- UM/UIM
- Public Officials Liability (Claims Made)
- Employers Liability

ALLOCATED CLAIM EXPENSE:

Allocated Claim Expenses are in addition to the policy limits.

Note: The above specifications are a summary of coverages only. Refer to policy for actual terms and conditions.

SUBURBAN MOBILITY AUTHORITY for REGIONAL TRANSPORTATION

PROGRAM PROVISIONS BOUND

July 1, 2001 to July 1, 2002

POLICY PERIOD:

July 1, 2001 to July 1, 2002

ANNUAL PREMIUMS:

General Liability	$ 1,357	Flat premium
Public Officials Liability:	$ 77,134	Flat premium
Auto Liability:	$233,539	Flat premium
Umbrella Liability:	$142,446	Flat premium
Total	**$454,476**	

MULTI-YEAR COMMITMENT:

St. Paul will provide a rate guarantee for the General Liability, Auto Liability and Public Officials coverages. They will agree to a maximum rate increase of 20% for the 2002 policy year, contingent upon SMART maintaining less than a 40% loss ratio. The loss ratio calculation would apply to St. Paul's premiums and losses for the 1998, 1999 and 2000 policy periods. (see attached).

COMMON DEFENSE PROVISIONS:

St. Paul has the right to settle any claim or suit within an applicable self-insured retention or the available limits of coverage.

SELF INSURED RETENTION:

SIR applies to all excess coverages issued by St. Paul.

PAYMENT TERMS:

Premium will be billed in 4 Equal Quarterly Installments due 7/01/01, 9/01/01, 12/01/01 and 3/01/02

CANCELLATION PROVISION:

120 Days Notice of Cancellation, Non-Renewal or Material Change is required of Carrier.

SUBURBAN MOBILITY AUTHORITY for REGIONAL TRANSPORTATION

PROGRAM PROVISIONS BOUND

July 1, 2001 to July 1, 2002

POLICY FORM:

Claims made coverage forms are utilized for your Public Officials Liability coverage, and Employee Benefits Liability Coverage. Claims under these coverages must be submitted by the insured to the carrier during the policy period or within any applicable extended reporting period. Late reporting could result in a disclaimer of coverage letter from the insurer.

ALLOCATED LOSS ADJUSTMENT EXPENSES:

ALAE is included within the SIR, however is paid by the Insurer excess of the limits of liability. The Insured retains the right to select defense counsel and authorize claim payments within the SIR, subject to Claim Reporting Requirements.

LOSS CONTROL SERVICES:

St. Paul can include 35 loss control hours in the above premium.

CLAIM REPORTING PROVISIONS:

Refer to St. Paul Form 47652 "What to do if you have a Loss Self Insured Retention Endorsement".

THIRD PARTY ADMINISTRATOR:

All claims are currently handled by ASU Claim Services, and will continue for the renewal period of coverage. Any change in TPA must be approved by St. Paul.

TWO -YEAR RATE GUARANTEE ENDORSEMENT

This endorsement changes your General Rules.

How Coverage Is Changed

This following section is added. This change explains how the parameters of a two-year rate guarantee apply.

Two-Year Rate Guarantee. We will not increase the **rates** by more than 20 percent each year, for up to two years beginning on July 1, 2001, to calculate your general liability, auto liability and public officials liability premium, but only if your average loss ratio does not exceed 40.0% for the three preceding policy years.

But the exposure value used in calculating our premium will be the actual exposure value for the year. And we reserve the right to evaluate any change in exposures for the policy year.

Your average loss ratio means the total of your general liability, auto liability and public officials liability losses and loss expenses, both paid and reserved, net of any deductible, for the three policy years preceding this policy year divided by the your general liability, auto liability and public officials liability premiums for those policy years. Your average loss ratio will be calculated using loss information valued within 6 months of the expiration of the current policy term.

For example:
Your general liability, auto liability and public officials liability reserved loss and allocated loss expense is $25,000 and the paid loss and allocated loss expense is $10,000. The annualized expiring premium for general liability, auto liability and public official's liability is $100,000. Your average loss ratio is calculated as follows:

	Paid loss and loss expense	*$25,000.*
+	*Reserved loss and loss expense*	*$10,000.*
		$35,000.

Premium of $100,000. x 3 years = $300,000

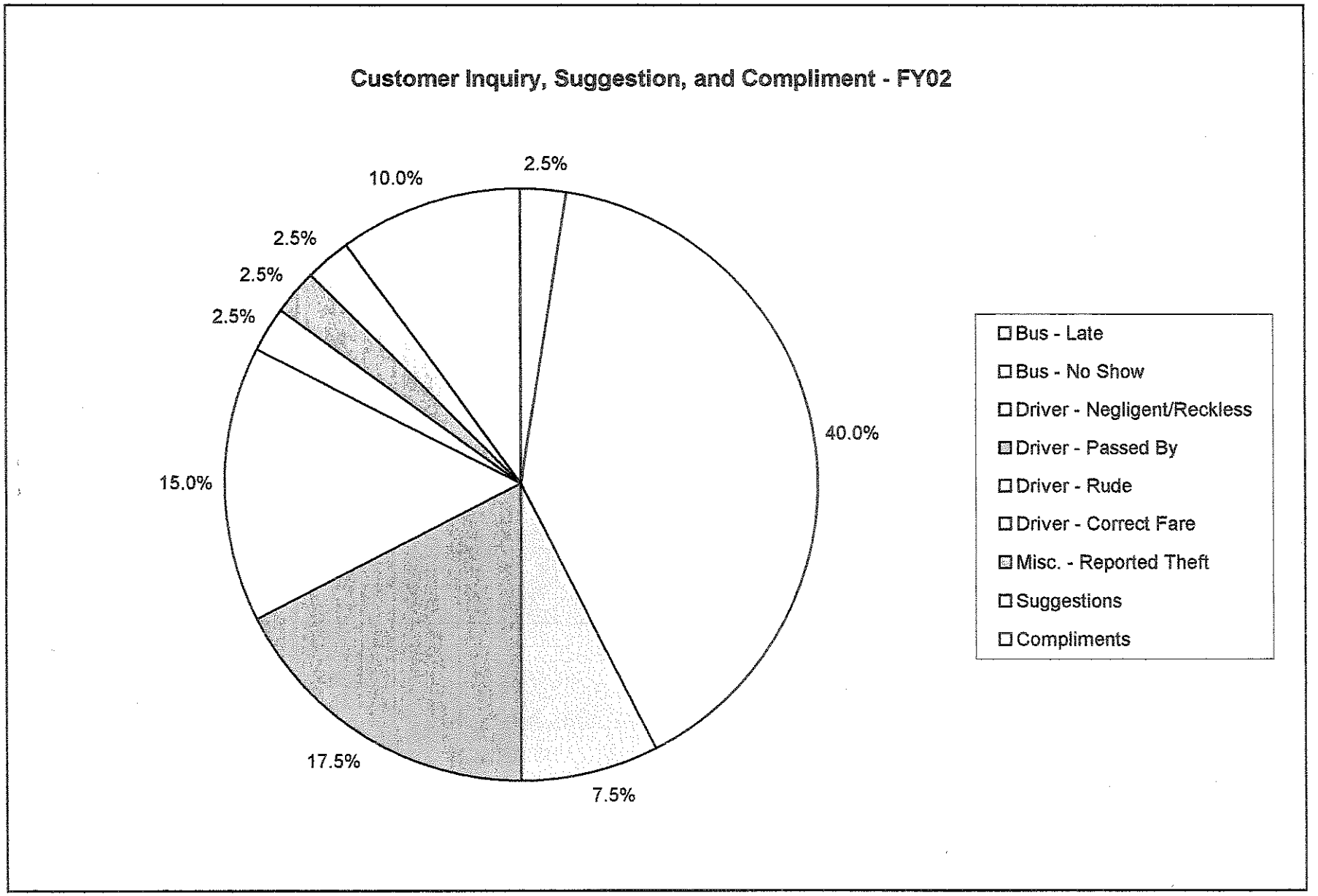
$35,000/$300,000 = 11.7% Loss Ratio

Other Terms

All other terms of your policy remain the same.

Customer Inquiry, Suggestion, and Compliment - FY02

Sample Month: OCTOBER 2001	Regular	Money Back Guarantee	Total	Percent of Total
Bus - Late	1	0	1	2.5%
Bus - No Show	10	6	16	40.0%
Driver - Negligent/Reckless	3	0	3	7.5%
Driver - Passed By	6	1	7	17.5%
Driver - Rude	6	0	6	15.0%
Driver - Correct Fare	1	0	1	2.5%
Misc. - Reported Theft	1	0	1	2.5%
Suggestions	1	0	1	2.5%
Compliments	4	0	4	10.0%
Total	33	7	40	100.0%


Customer Inquiry, Suggestion, and Compliment - FY02
2.5%
40.0%
7.5%
17.5%
15.0%
2.5%
2.5%
2.5%
10.0%
Bus - Late
Bus - No Show
Driver - Negligent/Reckless
Driver - Passed By
Driver - Rude
Driver - Correct Fare
Misc. - Reported Theft
Suggestions
Compliments

FY02 OAKLAND COUNTY

Opt-In Communities

Oakland County	Municipal Credits	Less: 5% Admin. Fee	Net Municipal Credits	Community Credits
Auburn Hills	10,355	518	9,837	14,718
Berkley	15,364	768	14,596	13,004
Beverly Hills	10,351	518	9,833	8,149
Bingham Farms	1,019	51	968	768
Birmingham	19,084	954	18,130	15,332
Bloomfield Twp.	42,920	2,128	40,792	32,566
Clawson	12,596	630	11,966	10,638
Farmington	10,311	516	9,795	7,769
Farmington Hills	81,228	4,061	77,167	60,921
Ferndale	21,868	1,093	20,775	19,233
Franklin	2,905	145	2,760	2,179
Hazel Park	18,760	938	17,822	15,374
Huntington Woods	6,084	304	5,780	4,922
Madison Heights	30,767	1,538	29,229	24,686
Oak Park	29,472	1,474	27,998	23,356
Pleasant Ridge	2,567	128	2,439	2,128
Pontiac	65,624	3,281	62,343	54,566
Royal Oak	59,416	2,971	56,445	50,152
Royal Oak Twp.	5,388	269	5,119	4,041
Southfield	77,455	3,873	73,582	58,091
Troy	80,088	4,004	76,084	60,066
West Bloomfield Twp.	64,163	3,208	60,955	48,122
Total Oakland	$ 667,785.00	$ 33,370.00	$ 634,415.00	$ 530,781.00

Opt-Out Communities

Oakland County	Municipal Credits	Less: 5% Admin. Fee	Net Municipal Credits
Addison Twp.	6,041	302	5,739
Bloomfield Hills	3,897	195	3,702
Brandon Twp.	13,088	654	12,434
Clarkston Village	952	48	904
Commerce Twp.	30,023	1,501	28,522
Groveland Twp.	6,084	304	5,780
Highland Twp.	18,963	948	18,015
Holly Village	6,069	303	5,766
Holly Twp.	3,860	193	3,667
Independence Twp.	32,231	1,612	30,619
Keego Harbor	2,740	137	2,603
Lake Angelus	323	16	307
Lake Orion	2,685	134	2,551
Lathrup Village	4,191	210	3,981
Leonard Village	328	16	312
Lyon Twp.	10,923	546	10,377
Milford Village	6,204	310	5,894
Milford Twp.	8,903	445	8,458
Novi	47,067	2,354	44,713
Oakland Twp.	12,931	647	12,284
Orchard Lake	2,192	110	2,082
Orion Twp.	30,417	1521	28,896
Ortonville Village	1,519	76	1,443
Oxford Village	3,501	175	3,326
Oxford Twp.	12,351	618	11,733
Rochester	68,085	3,404	64,681
Rochester Hills	19,264	981	18,283
Rose Twp.	6,144	307	5,837
South Lyon	9,928	496	9,432
Springfield Twp.	13,195	660	12,535
Sylvan Lake	1,716	86	1,630
Walled Lake	6,640	332	6,308
Waterford Twp.	72,364	3,618	68,746
White Lake Twp.	27,916	1,396	26,520
Wixom	13,120	656	12,464
Wolverine Lake	4,368	218	4,150
Total Oakland	$510,223.00	$ 25,529.00	$ 484,694.00

SOURCE: SMART FY02 BUDGET

MUNICIPAL CREDITS UNUSED AS OF 6/27/02

	FY97	FY98	FY99	FY00	FY01	FY02	Total
Bingham Farms	0.00	0.00	0.00	593.57	972.00	968.00	2,533.57
Bloomfield Hills	0.00	4,165.00	0.00	0.00	0.00	3,702.00	7,867.00
Bloomfield Twp.	0.00	0.00	0.00	0.00	43,332.00	40,432.00	83,764.00
Brandon Twp.	0.00	0.00	0.00	0.00	0.00	16,767.00	16,767.00
Clawson	0.00	0.00	0.00	0.00	0.00	11,966.00	11,966.00
Commerce	0.00	0.00	0.00	0.00	0.00	14,261.00	14,261.00
Farmington Hills	0.00	0.00	0.00	0.00	0.00	85,962.00	85,962.00
Groveland	0.00	0.00	0.00	0.00	1.00	0.00	1.00
Hazel Park	0.00	0.00	0.00	0.00	0.00	17,822.00	17,822.00
Holly Twp.	0.00	0.00	0.00	12,274.50	12,273.50	12,143.00	36,691.00
Huntington Woods	0.00	0.00	0.00	0.00	1,554.00	5,780.00	7,334.00
Independence Twp.	0.00	0.00	0.00	0.00	0.00	43,606.00	43,606.00
Keego Harbor	84.00	2,764.00	0.00	0.00	824.00	2,603.00	6,275.00
Lake Angelus	238.00	318.00	318.00	318.00	318.00	307.00	1,817.00
Lathrup Village	0.00	1,052.00	0.00	0.00	0.00	1,990.00	3,042.00
Lyon Twp.	2,733.00	0.00	0.00	0.00	0.00	0.00	2,733.00
Madison Heights	0.00	7,818.00	0.00	0.00	0.00	29,229.00	37,047.00
North Oakland Transportation Auth.	0.00	0.00	0.00	0.00	0.00	21,110.00	21,110.00
Novi	0.00	0.00	0.00	0.00	0.00	44,713.00	44,713.00
Oak Park	0.00	0.00	0.00	0.00	0.00	27,998.00	27,998.00
Orchard Lake	1,665.00	2,220.00	2,220.00	2,220.00	2,220.00	2,082.00	12,627.00
Orion Twp.	1,848.00	0.00	0.00	0.00	0.00	31,447.00	33,295.00
Pontiac	0.00	0.00	0.00	54,616.00	61,116.00	54,344.15	170,076.15
Rochester Hills (Avon Twp.)	0.00	0.00	0.00	0.00	0.00	18,643.00	18,643.00
Rochester	0.00	0.00	0.00	0.00	16,584.00	0.00	16,584.00
Rose Twp.	0.00	0.00	0.00	0.00	0.00	999.00	999.00
Royal Oak	0.00	0.00	0.00	0.00	0.00	56,445.00	56,445.00
Royal Oak Twp.	0.00	0.00	0.00	0.00	0.00	1,276.00	1,276.00
South Lyon	1,179.00	0.00	0.00	0.00	7,432.00	14,620.00	23,231.00
Sylvan Lake	1,373.00	1,830.00	1,830.00	1,830.00	1,830.00	1,630.00	10,323.00
Walled Lake	0.00	0.00	0.00	0.00	0.00	3,154.00	3,154.00
Waterford Twp.	0.00	0.00	0.00	0.00	0.00	68,746.00	68,746.00
West Bloomfield	0.00	0.00	0.00	0.00	52,946.00	60,955.00	113,901.00
White Lake Twp.	0.00	0.00	0.00	0.00	0.00	27,521.00	27,521.00
Wixom	0.00	0.00	0.00	0.00	0.00	4,855.40	4,855.40
Wolverine Lake Vill.	0.00	3,030.00	2,789.00	2,296.00	2,296.00	4,150.00	14,561.00
	$9,120.00	**$23,197.00**	**$7,157.00**	**$74,148.07**	**$203,698.50**	**$732,226.55**	**$1,049,547.12**

COMMUNITY CREDITS UNUSED AS OF 6/27/02

	FY96	FY97	FY98	FY99	FY00	FY01	FY02	Total Community Credits Unused
48204 Beverly Hills	0.00	0.00	1,925.00	0.00	0.00	0.00	8,149.00	10,074.00
48205 Bingham Farms	0.00	0.00	0.00	0.00	768.00	768.00	768.00	2,304.00
48206 Birmingham	0.00	0.00	0.00	0.00	0.00	0.00	15,332.00	15,332.00
48210 Clawson	0.00	0.00	9,557.80	10,638.00	0.00	10,638.00	10,638.00	41,471.80
48213 Farmington Hills	0.00	0.00	0.00	0.00	10,812.00	0.00	68,690.00	79,502.00
48216 Hazel Park	0.00	0.00	0.00	0.00	0.00	0.00	15,374.00	15,374.00
48220 Huntington Woods	4,922.00	0.00	0.00	0.00	0.00	2.00	4,922.00	9,846.00
48229 Madison Heights	0.00	0.00	0.00	0.00	0.00	0.00	24,686.00	24,686.00
48234 Oak Park	4,000.00	0.00	0.00	562.60	0.00	0.00	23,356.00	27,918.60
48240 Pontiac	25,590.20	0.00	54,566.00	54,566.00	54,566.00	54,566.00	54,566.00	298,420.20
48241 Auburn Hills	0.00	0.00	0.00	0.00	0.00	0.00	12,777.67	12,777.67
48244 Royal Oak Twp.	0.00	0.00	0.00	0.00	0.00	0.00	1,008.00	1,008.00
48246 Southfield	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00	10,000.00
48249 Troy	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
48251 West Bloomfield	0.00	0.00	0.00	0.00	41,799.00	41,799.00	48,122.00	131,720.00
48257 Royal Oak	0.00	0.00	(0.10)	0.00	25,886.04	7,313.53	50,152.00	83,351.47
48261 Bloomfield Twp.	0.00	0.00	0.00	0.00	0.00	32,566.00	32,566.00	65,132.00
	$34,512.20	**$0.00**	**$66,048.70**	**$65,766.60**	**$133,831.04**	**$147,652.53**	**$381,106.67**	**$828,917.74**

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
Lori Grigg Bluhm, City Attorney
John M. Lamerato, Assistant City Manager-Finance and Administration

RE: Charter Revision Committee

DATE: September 26, 2002

If it is City Council's desire to have the Charter Revision Committee review possible amendments to the City Charter for placement on the April, 2003 ballot, now is the time to begin these discussions.

In the past year the topics of City Council insurance benefits and City election dates have come up as potential items to be considered by the Charter Revision Committee.

Please advise City Administration if you would like to have these items or any other topics discussed with the Charter Revision Committee, as staff lead time will be required to meet an April election schedule.

September 27, 2002

To: Honorable Mayor and City Council

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

Subject: Senior Center Accreditation

The Troy Community Center has been awarded full senior center accreditation by the National Council on Aging/National Institute of Senior Centers.

Troy is now one of only 79 centers nationwide and one of five in Michigan to receive this distinction. The award recognizes that Troy has demonstrated outstanding leadership and commitment to quality programs and services.

The process for accreditation began in January 2001. It required that a self-assessment committee made up of seniors and senior service providers be formed to assess every aspect of the program including purpose, administration, program planning, fiscal management and facilities. A manual was then submitted to the NCOA for review, followed by an on-site visit by an NCOA reviewer to observe our program first hand.

City staff were notified on September 6 2002 of the award and successful accreditation.

Prepared by Carla Vaughan

Memorandum

To: Mayor and City Council
From: John Szerlag, City Manager
John M Lamerato, Assistant City Manager/Finance and Administration
Tonni L. Bartholomew, City Clerk
Date: October 2, 2002
Subject: Appointments to Boards and Commissions Agenda Format

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The attached board and commission appointments agenda format is being submitted to City Council after a review with the Mayor and Clerk. The following is a brief outline of the changes to the agenda submittal:

- The Agenda explanation booklet submittal will resemble the original F-1 Agenda back-up material forms (see attached copies.)

- The format contains:
  - The Board or Commission requiring appointment action
  - Indication of the type of action required – Mayoral or Council Appointment, number of members and term length
  - A red line indicating the number of vacancies including term expiration date and if it is a student appointment
  - Names will be inserted onto the red lines showing reappointments and confirmations.
  - Terms are highlighted to correspond to the vacant position requiring appointment listed below, under Current Members
  - Interested Applicants will be listed under Current Members when applicants are available.

- Copies of the resumes for citizens seeking current appointment positions will be burnt onto each City Council Agenda packet non-public CD similarly to the FYI format.

- A complete listing of the most current Boards and Commissions Directory will be burnt onto each City Council Agenda packet non-public CD. This listing will be updated for each agenda packet submittal.

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 w/Disabilities

Approved by Council (9)- 3 years

Term expires 7-01-2003 (Student)

CURRENT MEMBERS

NAME	TERM EXPIRES
Susan Burt **(Alternate)**	**Nov. 1, 2003**
Angela Done	Nov. 1, 2002
Nancy Johnson	Nov. 1, 2003
Leonard Bertin	Nov. 1, 2002
Pauline Manetta**(Alternate)**	Nov. 1, 2003
Dick Kuschinsky	Nov. 1, 2004
Theodora House	Nov. 1, 2003
Sharon Lu **(Student)**	July 1, 2002
Dorothy Ann Pietron	Nov. 1, 2004
Nada Raheb **(Student)**	July 1, 2003
John J. Rodgers	Nov. 1, 2003
Cynthia Buchanan	Nov. 1, 2004
Kul B. Gauri	Nov. 1, 2002
Jayshree Shah **(Alternate)**	Nov. 1, 2003

INTERESTED APPLICANTS

NAME	DATE APPLIED	DATE SENT TO COUNCIL

Animal Control Appeal Board

Appointed by Council (5)- 3 years

Warren Packard (Resigned) **Term expires 9-30-2003**

CURRENT MEMBERS

NAME	TERM EXPIRES
Harriet Barnard, Ch	Sept. 30, 2005
Leith Gallaher	Sept. 30, 2003
Kathleen Melchert	Sept. 30, 2004
Warren Packard **(Resigned)**	Sept. 30, 2003
Jayne Saeger	Sept. 30, 2005

INTERESTED APPLICANTS

NAME	DATE APPLIED	DATE SENT TO COUNCIL
Larue, Patricia M	8/12/02 8/2004	8/19/02
Zhou, Hannah	8/19/02	9/23/02

CATV Advisory Committee

Appointed by Council (7)- 3 years

Term expires 7-01-2003 (Student)

CURRENT MEMBERS

NAME	TERM EXPIRES
Alex Bennett	Sept. 30, 2003
Jerry L. Bixby	Feb. 28, 2003
Michael J Farrug	Nov. 30, 2002
Richard Hughes	Feb. 28, 2003
Lusi Fang **(Student)**	July 01, 2002
Penny Marinos	Feb. 28, 2004
W. Kent Voigt	Feb. 28, 2004
Bryan H. Wehrung	Feb. 28, 2005

Ethnic Community Issues Advisory Committee

Approved by Council (9)- 3 years

Term expires 9-30-2005

Term expires 9-30-2005

Term expires 9-30-2005

Term expires 9-30-2005

Term expires 9-30-2005

Term expires 9-30-2005

Term expires 9-30-2005

CURRENT MEMBERS

NAME	TERM EXPIRES
Anju C. Brodbine	Sept. 30, 2005
Tom Kaszubski	Sept. 30, 2005
Shiva Sastry	Sept. 30, 2005

INTERESTED APPLICANTS

NAME	DATE APPLIED	DATE SENT TO COUNCIL
Brodbine, Anju C.	8/13/02	**9/09/02**
Griffen, Brian S	9/12/02	**9/23/02**
Hashmi, Amin	8/22/02	**9/09/02**
Kuppa, Padma	5/21/02	**9/09/02**
Shah, Oniell	8/07/02	**9/23/02**
Zhou, Hannah	8/19/02	**9/09/02**

Historical Commission

Appointed by Council (7)- 3 years

Term expires 7-01-2003 (Student)

CURRENT MEMBERS

NAME	TERM EXPIRES
Alex Bennett	Sept. 30, 2003
Jerry L. Bixby	Feb. 28, 2003
Michael J Farrug	Nov. 30, 2002
Richard Hughes	Feb. 28, 2003
Lusi Fang **(Student)**	July 01, 2002
Penny Marinos	Feb. 28, 2004
W. Kent Voigt	Feb. 28, 2004
Bryan H. Wehrung	Feb. 28, 2005

Planning Commission

Appointed by Council (9) – 3 years

Term expires 7-01-2003 (Student)

CURRENT MEMBERS

NAME	TERM EXPIRES
Gary G. Chamberlain	Dec. 31, 2002
Jordan C. Keoleian **(Student)**	July 01, 2002
Dennis A. Kramer	Dec. 31, 2003
Larry Littman	Dec. 31, 2004
Cynthia Pennington **BZA Rep**	Dec. 31, 2002
James H. Starr	Dec. 31, 2002
Walter A. Storrs, III	Dec. 31, 2003
Mark J Vleck	Dec. 31, 2004
David T. Waller **BZA Alt**	Dec. 31, 2003
Wayne C. Wright	Dec. 31, 2004

City of Troy

October 1, 2002

TO: MAYOR AND MEMBERS OF CITY COUNCIL

FROM: LORI GRIGG BLUHM, CITY ATTORNEY
ALLAN T. MOTZNY, ASSISTANT CITY ATTORNEY

RE: SKIRAK v CITY OF TROY

Marie Skirak filed a lawsuit naming the City of Troy and Troy Police Service Aide (PSA) Steven Vaillancourt as defendants. The complaint sought damages for injuries sustained while she was a passenger in a vehicle involved in a three-car accident. The accident occurred January 2, 2001 on southbound I-75 between Adams and Crooks Road. Prior to the accident, PSA Vaillancourt, while on foot, entered the traveled portion of I-75 to remove a large piece of metal debris which had fallen from a semi-truck. Ms. Skirak alleged in her complaint the conduct of PSA Vaillancourt was grossly negligent and created the situation which resulted in the three-car collision. The drivers of the other three vehicles were also named as defendants.

Case evaluation (formerly known as mediation) was held on June 13, 2002. The evaluators awarded Mrs. Skirak $175,000. The award was zero with regard to the City, which was accepted, and the City was dismissed. However, the evaluation was $60,000 against PSA Vaillancourt. Based on direction received from City Council, our office rejected the case evaluation, and the case was scheduled to proceed to jury trial.

Our office filed a motion for summary disposition, requesting a dismissal. We argued the deposition testimony, answers to interrogatories, and other documentary evidence established Plaintiff could not meet the burden of proof necessary to impose liability on PSA Vaillancourt. The court agreed, and on September 17, 2002, Oakland County Circuit Court Judge Edward Sosnick issued an order granting the motion for summary disposition and dismissed the case against PSA Vaillancourt.

As in all civil cases, Plaintiff has a right to file an appeal from Judge Sosnick's order. However, based on the evidence, it is our opinion that any such appeal would be unsuccessful.

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

ATM/ps

cc: Charles Craft, Police Chief
Lt. Keith Frye
PSA Steven Vaillancourt

October 1, 2002

TO: The Honorable Mayor and City Council Members

FROM: John Szerlag, City Manager

SUBJECT: Request for Direction on How to Proceed with Economic Modeling for the Civic Center Site

As you know, the Downtown Development Authority (DDA) sent a resolution indicating that an economically viable model exists for the development of the Civic Center site and requested approval by City Council to execute a request for proposal (RFP). The DDA's resolution also asked their subcommittee to perform additional research on the viability of outside public funding. This is because a capital cost in the range of $40 - $50 million from the State of Michigan for construction of a conference center is necessary for a viable project. The subcommittee's charge was not to secure funding, but to find out from Senator Shirley Johnson, Representative John Pappageorge and County Executive Brooks Patterson if they would support the State of Michigan funding a conference center on the Civic Center site. As such, DDA chair Al Kiriluk, Real Estate & Development Director Doug Smith, and myself personally met with all three dignitaries on separate occasions.

DDA chair Al Kiriluk did an outstanding job in explaining the need for State of Michigan funding for a conference center in order to bring the Civic Center site plan development to fruition. It was also indicated that we were looking for support and not a commitment because City Council first needs to decide whether to submit an RFP for site development.

While support for this project was unanimous, it was not without contingencies. Both Senator Johnson and Representative Pappageorge made it clear that any request from the City had to be definitive in terms of site plan components, as well as capital and operating sources from the private and public sectors. Mr. Patterson indicated he was willing to commit approximately $1 million of Oakland County funding to this project because of its positive impact for the 500 or so companies that make up Automation Alley.

Senator Johnson advised us that she chairs the subcommittee on appropriation that oversees the Michigan Economic Development Corporation (MEDC) budget, and that perhaps a meeting with MEDC chair Doug Rothwell may be in order.

This essentially would be the first step in committing the State of Michigan to fund a conference center, and if we take it, Mayor Pryor should be at the table with us.

I now believe the DDA subcommittee has met its charge by obtaining support for the State of Michigan funding a conference center from our State legislators and County executive. And the next round of discussions will center on an actual funding commitment. However, it's logical to have these further kinds of discussions only after direction is received from Mayor and Council on whether to proceed with an RFP.

Economics aside, this is an issue that defines a community value. And you need to have a zone of comfort when making your decision. As such, please let me know if I can be of any assistance.

JS/mr\AGENDA ITEMS\2002\Request for Direction – Economic Model

c: Al Kiriluk, DDA Chair
Doug Smith, Real Estate & Development Director

Attachment: *August 23, 2002 Memo to Council Regarding August 21, 2002 DDA Meeting and Consideration of the Economic Modeling for the Civic Center Site*

August 23, 2002

TO: Honorable Mayor and City Council

FROM: John Szerlag, City Manager
Doug Smith, Director of Real Estate & Development

SUBJECT: August 21st DDA Meeting, and Consideration of the Economic Modeling for the Civic Center site.

Attached are the minutes from Wednesday morning's DDA meeting. At this meeting, the full DDA board considered the report from the subcommittee, which was made up of Alan Kiriluk, Tom York, Stuart Frankel, Bernie Reschke, Bill Kennis, and was assisted by staff support from John Szerlag, Doug Smith, Nino Licari, and John Lamerato. The subcommittee endorsed the attached overview regarding their findings that reflected review of at least five different economic models regarding the further development of the Civic Center site. The subcommittee came to the conclusion and the DDA agreed that, in order for this site to be developed in an economically feasible manner, a full development would be necessary. The conclusion is very simple: of a $250,000,000 development , approximately $165,000,000 would need to be direct private investment and the balance would be public projects with some private funding, to generate the economic input, the activity level and the tax revenue to justify the public investment in this project. These are maximum amounts and some of the modeling that used a slightly smaller conference center (and smaller hotel and parking deck), also required less public dollars, particularly from the state of Michigan. Clearly, however, the subcommittee concluded that without the full development of this

magnitude, neither could there be enough tax revenue generated (one million plus), or would there be enough leverage to expect the state to provide forty to fifty million dollars. The subcommittee concluded that in order to generate the state funds, there was required a significant local contribution. The most logical sources of that contribution would be the sale of approximately eleven acres of property, producing an estimated $14,000,000 and, $7,000,000 of infrastructure support from the DDA , and even some modest contribution from the city, to assure that all parties at the table were contributing.

Mayor Pryor, at the DDA meeting, indicated he felt that for the council to fully consider this request of an R.F.P., that two things needed to be done. First, that the appropriate state contacts Senator Shirley Johnson, Representative John Papageorge, and County Executive Brooks Patterson be conferred with to determine the probability and potential timing for state funding. Secondly, that another look be taken at whether or not the property could be leased rather than sold, as part of the overall project. The subcommittee agreed to do this, and hopefully will have this research available for the council for its consideration at the September 23rd meeting.

Revised 8-13-02

OVERVIEW FOR ECONOMIC MODEL

The opportunity Troy faces is to create the finest 21st Century Civic Center site that is a source of pride for its residents, a drawing card for retaining business and a key element in advancing Troy as a destination location.

The purpose of all the effort over the last ten years has been to create a vibrant Civic Center site that is a focal point of activities for all residents of Troy. The core of this vision is a spacious area filled with open spaces for festivals, fountains, brick pavers, green lawns, plentiful landscaping, water elements and an amphitheater that meets the City Council's following objectives:

- Maintain open space and enhance natural features.
- Create a sense of public space for outdoor programming including a plaza, a skating rink, an amphitheater, water features (active and passive), an arts park and landscaped open space.
- Create a pedestrian friendly environment that encourages people to walk from building to building.
- Enhance the Community Center focus.
- Maximize the opportunity for shared parking.
- Minimize infrastructure costs.

The key to assuring that this area becomes a place that is fully utilized by our citizens and visitors must be that we create an attractive location with multiple reasons for drawing people to the site and the adjacent Huber Park during lunch time, festival time, relaxation time and quiet time. Therefore, it must be close to employees, provide easy access and ample parking, and include an adjacent residential component to ensure that the Civic Center will be utilized on a continuous basis.

To accomplish this, it is necessary to get funding from the public and private areas to cover the cost of these venues enabling this Civic Center site to be the most attractive place for people to rest, learn and conduct business.

After careful review, the DDA has determined that in order for this site to be feasible, a blend of public and private projects and activities are required that include the following components:

Conference Center (100-250,000 sq ft)
Hotel (300-400 rooms)
Office Building (100,000 sq ft)
Performing Arts/ Theater (up to 5000seats)

Restaurants (up to three)
Amenity retail (up to 6000 sq ft)
Public spaces including :
- amphitheater
- water elements
- landscaped festival areas
- skating rink
- trails
- benches

A review of the feasibility of placing vertical residential units in the southeast quadrant resulted in a finding that the area would not support this type of housing. However, an adjacent residential community would be highly desirable.

The following are the economic components necessary to accomplish this:

- An investment of $165 million in projects funded by private business, which will produce tax revenues of $1.3 million per year.

- An investment of $86 million in projects funded by the public sector.

A large portion of the $86 million in public funding must include a State of Michigan contribution of $40-$50 million toward a conference center and parking deck. This contribution is justified by the impact a conference center and theater would have on Automation Alley, the entire Troy region and the state.

The City of Troy and the DDA need to contribute $7 million for infrastructure, be willing to commit to sell a portion of the land (approximately 11 acres) and publicly own the conference center (with a private management contract to operate). This contribution provides the leadership role in leveraging private and state funds. The proceeds from land sales for private use, such as the hotel or office, will be used to pay the Retirement Board for the Ford and Earl property and the City for a portion of the old Troy School property. The remaining property will then be used for the conference center and theater.

Studies clearly conclude that the traffic generated from even the maximum sized theatre and conference center can be managed on the Big Beaver and Crooks Road corridors adjacent to the I-75 interchange. In fact, the proximity of this site to the interchange makes it one of the few sites in Oakland County capable of handling this type of development.

The City's (including DDA) capital contribution of land and nearly $8 million is required to leverage the state funds and ultimately would be recovered by the direct increase in tax revenues ($1.3 million annually), increased property values in the area and indirect benefits to local businesses and opportunities for local residents.

This is the investment Troy needs to solidify its role as the epicenter of Oakland County, to continue to grow its tax base and provide the necessary quality of life that will retain and attract more residents and businesses in the foreseeable future.

The DDA evaluated the lengthy deliberations and enormous effort of the last ten years and would recommend that the Troy City Council find that an economically feasible model does exist and authorize the DDA to prepare and execute an RFP for the redevelopment of the Civic Center site.

Draft Meeting Minutes

A meeting of the Downtown Development Authority was held on Wednesday, August 21, 2002, in the Lower Level Conference Room of Troy City Hall, 500 W. Big Beaver Troy, Michigan. The meeting was called to order at 7:35 a.m.

PRESENT:
Michael Culpepper
Michele Hodges
William Kennis
Alan Kiriluk
Daniel MacLeish
Nick Najjar
Matt Pryor
Ernest Reschke
Douglas Schroeder – left at 8:10
G. Thomas York

ABSENT:
Clarke Maxson
Carol Price
Stuart Frankel

ALSO PRESENT:
John Szerlag
James Nash
Doug Smith
Lori Grigg Bluhm
Mark Miller
Robert C. Bendzinski, Bendzinski & Co.
Linda Bloch, Miro, Weiner & Kramer

APPROVAL OF MINUTES

Resolution: 02-26
Moved by: MacLeish
Seconded by: Hodges

RESOLVED, That the minutes of the July 17, 2002 regular meeting be approved.

Yeas: All (10)
Absent: Frankel, Maxson, Price

OLD BUSINESS

Review of Economic Model Results

Chairman Kiriluk led a discussion regarding the subcommittee's finding that an

economically feasible model for the redevelopment of the Civic Center site does exist.

Moved by: Hodges
Seconded by: Kennis

RESOLVED, That the Troy Downtown Development Authority finds that an economically viable model exists for the development of the Civic Center site and requests approval by Troy City Council to execute a Request for Proposal (RFP), and

BE IT FURTHER RESOLVED, That :

1.) The subcommittee perform additional research on the proposed outside public funding.
2.) The subcommittee investigate land lease arrangements as well as land sales.
3.) A listing of DDA board members.

VOTE ON AMMENDMENT

Resolution : 02-27
Moved by: Pryor
Seconded by: MacLeish

RESOLVED, That the resolution be amended by inserting the following constraint:

1.) The DDA review and revise, after consideration of items 1 & 2 above, the Resolution prior to submission to the City Council.

YEAS: Culpepper, MacLeish, Najjar, Pryor
NAYS: Hodges, Kennis, Kiriluk, Reschke, York

MOTION FAILED

VOTE ON MAIN MOTION

YEAS: Culpepper, Hodges, Kennis, Kiriluk, Najjar, Pryor, Reschke, York
NAY: MacLeish

MOTION CARRIED

NEW BUSINESS

Resolution Authorizing Sale of Community Center Facilities Bonds, Series 2002

Resolution: 02-28

Moved by: Kennis
Seconded by: Najjar

RESOLVED, That the Downtown Development Authority of the City of Troy approve the Resolution authorizing the sale of of not to exceed $9,700,000 Community Center Facilities Bonds, Series 2002, and that a copy of the Resolution be attached to the original minutes of this meeting.

Yeas: All (9)
Absent: Frankel, Maxson, Price, Schroeder

PUBLIC COMMENT

Several citizens addressed the Authority.

EXCUSE ABSENT MEMBERS

Resolution: 02-29
Moved by: Pryor
Seconded by: York

RESOLVED, That Frankel, Maxson, Price, and Schroeder be excused.

Yeas: All (9)
Absent: Frankel, Maxson, Price and Schroeder

The meeting was adjourned at 8:50 a.m.

Next Meeting September 18, 2002 @ 7:30 a.m.

Alan Kiriluk, Chairman

John M. Lamerato, Secretary/Treasurer

JN for JL/py

September 26, 2002

TO: The Honorable Mayor and Council Members

FROM: John Szerlag, City Manager

SUBJECT: Meeting with Planning Commission Chair Gary Chamberlain

Mr. Chamberlain and I met today for reason of discussing some procedural issues we can put in place that will enhance the decision-making process. Specifically, we spoke about residential street interconnection, and the preliminary plan approval process for residential developments.

With reference to street interconnection, I explained the procedure we'd like to follow that was discussed at the September 16, 2002 Study Session with City Council. Succinctly, while the City will continue with the basic philosophy that public streets should remain public for health/safety reasons, each individual plan will be examined to determine if there is a feasible option to street interconnection. From a procedural perspective, the following will occur:

1) City Management will review the petitioner's proposed plan and delineate other street layout options, which may or may not include interconnection. Again, Management's primary concern will be response time and accessibility to home sites for health/safety reasons.

2) The Planning Department will advise the petitioner to meet with adjacent residents with the primary focus of discussion being street layout.

3) The Planning Commission will hold a public meeting and make a recommendation to City Council, which will include their preferred street layout.

4) City Council will ultimately decide on the street layout for the proposed residential development. If the road configuration advanced by the petitioner, Planning Commission, or staff is not the same, then the authorizing resolutions will delineate alternatives. Of course, comments from residents will be included as part of the agenda packet.

Mr. Chamberlain and I also spoke of our relative roles in the subdivision plan review process. As all of us know, a preliminary plan approval is essentially a two-dimensional review relative to density, setbacks, locations of easements and infrastructure layout. Environmental issues are also addressed. It's within the Planning Commission's purview of authority to make recommendations to Council on the above elements.

The final plan approval is essentially a three-dimensional review, and delves into development standards, construction plans, certified surveys, and verification of storm water calculations and other infrastructure requirements. This incorporates a multi-disciplined review of the plan at various professional levels of the organization and thus is a Management recommendation to City Council. Basically, the preliminary plan indicates what can be built, and the final plan determines how it will be built.

When a preliminary plan is advanced to City Council from the Planning Commission with contingencies contained in the final plan arena, City Management is compelled to make a recommendation that stays within the range of variables to be examined within the preliminary plan process only. This is because final site plan elements have not been reviewed by City staff and we would not want to have our hands tied to one contingency if a better method is discovered during the final plan review process.

Having said this, City Management would still like a record of concerns articulated by the Planning Commission that fall within the final plan approval stage. And this matter can be resolved by the fashion in which resolutions are passed by the Planning Commission. As such, the first portion of the Planning Commission's resolution regarding preliminary plan approval will stay within the parameters of those components that make up preliminary plan approval. If necessary, the second part of the resolution will address final plan components that will be examined at a later time by City Management. Thus when final plan approval is presented to City Council by staff, each development-related component identified by the Planning Commission at their public hearing will be specifically addressed.

Proceeding in this manner will increase the odds of uniformity in the Planning Commission's and Management's recommendation for preliminary plan approval, and at the same time allow for City Council to be cognizant of concerns the Planning Commission has relative to final site plan elements.

As always, please feel free to contact me should you have any questions.

JS/mr\AGENDA ITEMS\Re Meeting with Chamberlain

c: Gary Chamberlain, Planning Commission Chair
Planning Commission Members
Lori Bluhm
Susan Lancaster
Mark Miller
Gary Shripka

October 3, 2002

TO: MAYOR AND MEMBERS OF CITY COUNCIL

FROM: LORI GRIGG BLUHM, CITY ATTORNEY
ROBERT F. DAVISSON, ASSISTANT CITY ATTORNEY
ALLAN T. MOTZNY, ASSISTANT CITY ATTORNEY
CAROLYN F. GLOSBY, ASSISTANT CITY ATTORNEY
SUSAN M. LANCASTER, ASSISTANT CITY ATTORNEY

RE: 2002 THIRD QUARTER LITIGATION REPORT

The following is the quarterly report of pending litigation and other matters of interest. **The accomplishments during the third quarter of 2002 are in bold.**

A. ANATOMY OF THE CASE

Once a lawsuit has been filed against the City or City employees, the City Attorney's office prepares a memo regarding the allegations in the complaint. At that time, our office requests authority from Council to represent the City and/or the employees. Our office then engages in the discovery process, which generally lasts for several months, and involves interrogatories, requests for documents, and depositions. After discovery, almost all cases are required to go through case evaluation (also called mediation). In this process, three attorneys evaluate the potential damages, and render an award. This award can be accepted by both parties, and will conclude the case. However, if either party rejects a case evaluation award, there are potential sanctions if the trial result is not as favorable as the mediation award. In many cases, a motion for summary disposition will be filed at the conclusion of discovery. In all motions for summary disposition, the Plaintiff's version of the facts are accepted as true, and if the Plaintiff still has failed to set forth a viable claim against the City, then dismissal will be granted. It generally takes at least a year before a case will be presented to a jury. It also takes approximately two years before a case will be finalized in the Michigan Court of Appeals and/or the Michigan Supreme Court.

B. ZONING CASES

These are cases where the property owner has sued for a use other than that for which the land is currently zoned and/or the City is suing a property owner to require compliance with the existing zoning provisions.

1. Rabbani v. Troy - This is a case that challenges the current residential zoning classification of Plaintiff's property. This involves the property between Hannah and DeEtta on Rochester Rd. A bench trial was completed on May 10, 2002. **The legal briefs were submitted this summer. Judge Gilbert is expected to issue a written opinion.**

2. Troy v. Papadelis- This is a case filed by the City against Telly's Nursery, seeking to enjoin the business from using the northern parcel for commercial purposes. After a lengthy appellate history, an order has been entered in the Oakland County Circuit Court, requiring compliance on or before April 29, 2002. The Papadelis family failed to comply with the Court's order, and therefore a Contempt Motion was filed. **Oakland County Circuit Court Judge Colleen O'Brien determined that the defendants were in contempt of court, and required them to pay $1,000 to the City of Troy. However, the Court also determined that the defendants were currently in compliance with the City of Troy zoning ordinances. The Troy City Council authorized an appeal of this decision to the Michigan Court of Appeals. It was filed on September 27, 2002.**

3. Pachana v. City of Troy and Troy Board of Zoning Appeals- This is a case that was filed by Adam Pachana, challenging a variance denial by the Troy Zoning Board of Appeals. The first case was dismissed, since Plaintiff had procedurally erred in the complaint. However, a second case was filed against the City. A hearing on the appeal was held on March 20, 2002. The Court decided to remand the case back to the BZA for further development and/or clarification of the public hearing record. At the June 18, 2002 BZA Meeting, Mr. Pachana was granted his requested variance. Some of the neighboring property owners threatened to commence a new lawsuit to challenge the BZA's grant of the variance. **However, no action was timely filed, and therefore the case was dismissed**.

C. EMINENT DOMAIN CASES

These are cases in which the City wishes to acquire property for a public improvement and the property owner wishes to contest either the necessity or the compensation offered. In cases where only the compensation is challenged, the City obtains possession of the property almost immediately, which allows for major projects to be completed.

1. Big Beaver Road

a. Troy v. Murphy et. al.- **Consent judgment entered.**
b. Troy v. Central Woodward Christian Church- **Consent judgment entered.**

2. Livernois Project

a. Troy v. Bonin- **. Consent judgment entered.**
b. Troy v. Hammond- **Consent judgment entered.**
c. Troy v. McCavana (Ball)- **Consent judgment entered.**
d. Troy v. Howard- **Trial scheduled for November 2002.**
e. Troy v. K.A.E. Investment Co.- **Consent judgment entered.**

3. Parkland Acquisition (Sections 22, 24, 36)

a. Troy v. Matthews Farms L.L.C. et. al- **Discovery**
b. Troy v. Livernois Road Partners, L.L.C. et. al.- **Discovery**
c. Troy v. Ronald Theuer-**Discovery**
d. Troy v. Blanton/ Smith- **Discovery**

4. Maple Road Project

a. Troy v. Maple Lane - Maple Road Project-**Discovery**
b. Troy v. 2100 E. Maple - Maple Road Project- **Discovery**
c. Troy v 2100 E. Maple Road # 2- **Discovery**

5. Long Lake Road

a. Troy v. Marilyn Kay Miller Trust- **Discovery**
b. **Troy v.Elias & Fahamie & Allen Metry- City has possession.**
c. **Troy v.Richard & Mary Rauhut- City has possession.**
d. **Troy v. Helen Nawrocki & Richard Rauhut- City has possession.**
e. **Troy v. Joseph & Patricia Molenda- City has possession.**
f. **Troy v. Jimmy & Bushra Isso- City has possession.**

6. John R. Road Sidewalk Project

a. **Troy v. James & Amy Lewis- Discovery**
b. **Troy v. Bernice Nieman Trust & John Nieman- Defendants recently signed a purchase agreement.**
c. **Troy v. Ann Stromar, Mark Turpen, David Koether & Mary Ballard- City has possession. The descendants of Maude Eyster, title holder of record to the western 60 feet, have been determined. Mrs. Stromar (the owner of the home on the property), and the heirs of Maude Eyster remain in the case until clear title can be obtained.**

6. Miscellaneous

g. Troy v. Seth Walker et. al- Fire Station # 3- **Case evaluation is set for 10/24/02.**

h. Troy v. JMJ Land Investment Company- Dennis Powers Drain Project- **Discovery**

i. Troy v. Corazza- Dequindre project- **Case evaluation is set for 10/24/02. Trial is set for 12/12/02, and in the interim, the Court has ordered facilitation.**

D. TAX CASES

These are cases in which the property owner has disagreed with the tax assessment made by the City. In most cases, the Assessor represents the City at the Tax Tribunal. The City Attorney's Office handles cases if they are filed in the circuit court, Court of Appeals, Michigan Supreme Court, and also tax tribunal matters that involve questions of law.

1. WPW v. Troy- This is the case that was filed by WPW Acquisitions, alleging that the City improperly exceeded Proposal A by adjusting for an increase in occupancy for a rental property. This lawsuit also argues that the Michigan statute that allows for this adjustment is unconstitutional. The City was unsuccessful at the circuit court level. However, the City appealed the circuit court decision. On November 14, 2000, the Michigan Court of Appeals reversed the circuit court, and held that the statute was constitutional, and therefore Troy's adjustment was permitted. The Michigan Chamber of Commerce, the National Association of Real Estate Investment Trusts, and the Michigan Insurance Federation filed Amicus Briefs in support of WPW. The Michigan Municipal League filed an Amicus Brief in support of the City's position**.** The Michigan Supreme Court reversed the Court of Appeals, and ruled in favor of WPW. **Several communities are interested in challenging the definition of losses in the absence of legislation defining these terms consistent with past practices. Municipal assessors are obligated to reduce assessments for low occupancy levels, but cannot increase above the Proposal A cap when full occupancy is achieved.**

2. WPW v. Troy et. al- This is a second case filed by the WPW group, raising a separate issue under Proposal A. The attorneys for WPW filed five separate, but identical, lawsuits against the City of Troy, Canton Township, the City of Southfield, the City of Oak Park, and the City of Taylor. In a nutshell, these rental property owners argue that the Michigan Constitution mandates reductions of the taxable values of their property, since they equated taxable values with the pre-Proposal A term assessed values. All five circuit court judges opined that with the passage of Proposal A, these two terms are necessarily distinguished. The appeals of these cases have been consolidated. Oral arguments occurred in February 2002, and the Michigan Court of Appeals affirmed the circuit court judges,

resulting in a success for the municipalities. WPW recently filed an application for leave to appeal to the Michigan Supreme Court. A decision on the application for leave to appeal is expected in the immediate future.

3. EDS (Electronic Data Systems) v. City of Troy et. al- This is a case at the Michigan Court of Appeals that has been consolidated with cases against Flint Township, the City of Buena Vista, the City of Southfield, the City of Auburn Hills, the City of Swartz Creek, and the Township of Grand Blanc. The Tax Tribunal dismissed the EDS petitions challenging their personal property assessments for EDS (Electronic Data Systems) as untimely, since they had failed to comply with the Tribunal rules. EDS is now seeking to overturn this decision, and allow the petitions to proceed on the merits. **Oral arguments were heard at the Court of Appeals on September 17, 2002. A decision is expected soon.**

E. CIVIL RIGHTS CASES

These are cases that are generally filed in the federal courts, under 42 U.S.C. Section 1983. In these cases, the Plaintiffs argue that their civil rights were somehow violated by the City and/or the police officers of the City of Troy.

1. Kostrzewa v. Troy- Plaintiff alleges that the Troy police officers used excessive force in handcuffing him during his arrest on a bench warrant. He also raises a claim of malicious prosecution, since he was charged with obstructing a police officer. Before conducting any discovery in this case, Troy filed a motion for dismissal, which was initially granted by the District Court. Plaintiff appealed the dismissal to the Sixth Circuit Court of Appeals. The Sixth Circuit remanded the case back to the District Court. **The Court denied the City's Motion for Dismissal. The jury trial is scheduled for November 2002.**

2. Sauger v. Troy- This is a case where Plaintiffs argue that the Troy police department violated the Fourth Amendment rights of Jason Sauger and his parents when they entered into his home to effectuate an arrest. They also raise a periphery of other claims in their complaint, including excessive force, invasion of privacy, and malicious prosecution. Prior to the commencement of discovery, Troy filed a motion for dismissal, arguing that Plaintiffs had failed to set forth viable claims against Troy and its officers. The Court granted the motion in part, and dismissed several claims. However, the Court was unable to render a decision as to all claims without additional facts (beyond the facts set forth in the complaint). The City Attorney's Office will continue to represent the City and Chief Craft. However, Michigan Municipal Risk Management Authority attorney Michael Rosati will represent the individual police offices. This is because there may be a potential conflict of interest if the same attorney represents both the City and the

individual officers. **The City will file a motion for dismissal at the conclusion of discovery.**

3. Charles Steven Russ v. City of Troy and Lawrence Carey- This is a case filed by current police officer Steve Russ against the City of Troy and former police chief Lawrence Carey. The lawsuit alleges marital discrimination, and argues that Russ was not promoted to Police Sergeant, since he was single. Oakland County Circuit Court Judge Gilbert initially granted summary disposition to the City and also Carey. The summary disposition was overturned by the Michigan Court of Appeals, and the case has been remanded to the Oakland County Circuit Court. The trial date was adjourned from June 25, 2002 to sometime in January 2003. **The Court has also ordered facilitation in this case.**

F. PERSONAL INJURY AND DAMAGE CASES

These are cases in which the Plaintiff claims that the City or City employees were negligent in some manner that caused injuries and/or property damage. The City enjoys governmental immunity from ordinary negligence, unless the case falls within one of four exceptions to governmental immunity: a) defective highway exception, which includes sidewalks and road way claims; b) public building exception, which imposes liability only when injuries are caused by a defect in a public building; c) motor vehicle exception, which imposes liability when an employee is negligent when operating their vehicle; d) proprietary exception, where liability is imposed when an activity is conducted primarily to create a profit, and the activity somehow causes injury or damage to another; e) trespass nuisance exception, which imposes liability for the flooding cases.

1. Kerri Wolfe v. City of Troy and Road Commission for Oakland County- This was a case where Plaintiff argued that defective traffic signals at the Long Lake/ Livernois Road intersection caused her automobile accident. The Circuit Court recently granted the summary disposition motions for Troy and the Road Commission. Plaintiff has now filed an appeal with the Michigan Court of Appeals. The City's appellate brief has been filed, and the parties are waiting for an oral argument date.

2. Marie Skirak v. City of Troy et. al.- This is an automobile negligence case which names several defendants, including the City of Troy and one of our Police Service Aides, Steve Vaillancourt. Just prior to the automobile collision involving Ms. Skirak, Vaillancourt had entered into the roadway to remove some large debris. Although Vaillancourt was no longer in the road, the car driven by the son in law of Ms. Skirak rear ended another car, which led to a chain reaction. The case recently mediated at $60,000 against PSA Vaillancourt, and $0 against the City. **The Court granted the City's Motion for Summary**

Disposition, concluding the case for the City and PSA Vaillancourt. The remaining defendants are scheduled for trial next month.

3. Pittman v. City of Troy et. al- Plaintiff has brought this lawsuit against the City of Troy and Troy police officer Jim Hamzey for alleged libel and slander. These charges stem from the officer's verbal and written statements that he suspected that Plaintiff had some involvement in the theft of his vehicle, especially since there was no evidence of forced entry to the vehicle. Troy filed a Motion for Summary Disposition, which was granted in part but denied as to the slander claim. **After a lengthy trial, the jury found in favor of Officer Hamzey, and entered a no cause. The City is now seeking to recover attorney fees and costs incurred in defending this lawsuit.**

4. Bogush v. City of Troy- Danny Bogush has filed this lawsuit against the City, seeking compensation for injuries sustained during a fall on a City sidewalk. The case has just recently been filed, and our office is asking for permission to defend the City. **Discovery has closed. Case evaluation is scheduled for October 16, 2002.**

5. **Robert & Sandra Wehbe v. City of Troy et. al.- This is a case filed by a minor who was injured when riding his skateboard into freshly poured concrete. The complaint argues that the defective highway exception to governmental immunity applies, subjecting the City to liability. The contractor of the project, who is also a named defendant in this lawsuit, has been requested to indemnify and/or defend the City of Troy, based on the insurance policy which names the City as an additional insured. Our office will continue to participate in the defense of this case.**

G. MISCELLANEOUS CASES

1. Scott & Straub v. Troy- This is the case involving the proposed move of the historic church and parsonage, which is located at Square Lake Road, near Livernois Road. These structures are designated as historic districts. Scott has appealed the circuit court's dismissal of this lawsuit. The Michigan Court of Appeals remanded the case to the Oakland County Circuit Court. **In exchange for a dismissal of the lawsuit, the City agreed to file a second application to move the church, which was recently granted by the Troy Historic District Commission**.

2. The Bell Company v. the City of Troy- This is currently before the American Arbitration Association. In this case, Bell challenges that they are entitled to approximately $450,000 in damages that were

incurred by delays on the renovation of the 52-4 judicial district court. This case is currently in the discovery phase. The City has requested indemnification and/or legal defense from the architect, Tom Strat and Associates. The request for indemnification and assumption of the legal defense of the City was granted by Strat's insurance company. Attorney Scott Sirich of Plunkett and Cooney has intervened in the case on behalf of Troy, and has completed the transition from previously retained attorney Steven Potter. Our office will continue to participate in the defense of this case. **Discovery is on-going.**

3. Lawrence M. Clarke v. City of Troy- This case is currently pending in the American Arbitration Association. Clarke alleges that he was not paid approximately $500,000. Most of this sum is attributed to requested change orders, which were denied by the City, based on the fact that the work was included in the original contract. **The arbitration was postponed to December 5, 2002.**

4. M & B Concrete Construction v. Cleveland Construction Inc. and City of Troy- This is a breach of contract action concerning Cambridge Crossings. The City is a named defendant. **The City was dismissed from this action in August.**

5. **Troy v. Lazar & Mariana Ostrovanu- This is a case that was filed by the City on an emergency basis, and was fortunately dismissed almost immediately. The defendants were residing in a house that was unsafe for occupancy, since it had no running water, no safe method of ingress and egress and several electrical code violations. After negotiation, the defendants obtained alternate housing until the completion of their new home.**

H. CRIMINAL CASE APPEALS

1. Troy Police Officer Dungjen v. Duncan- This is an appeal of an adverse decision of the Driver License Appeal Division (DLAD) of the Michigan Secretary of State. Officer Dungjen arrested Duncan for drunk driving, and Duncan refused to submit to a breathalyzer test. Although all suspected drunk drivers are required to submit to a test, as requested by the arresting officer, the DLAD officer refused to take any license sanctions against Duncan. This matter is pending before Judge Deborah Tyner, of the Oakland County Circuit Court. **The City's brief was filed on July 15, 2002.**

2. **People of City of Troy v. David Martin Kalish- This is an appeal of a sentencing received for a possession of marijuana conviction. The appeal was dismissed due to appellant's failure to file his brief.**

If you have any questions concerning these cases, please let me know.