



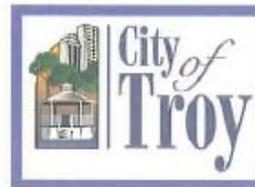
TROY CITY COUNCIL

REGULAR MEETING AGENDA

APRIL 8, 2013
CONVENING AT 7:30 P.M.

Submitted By
The City Manager

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



TO: The Honorable Mayor and City Council
Troy, Michigan

FROM: Brian Kischnick, City Manager

SUBJECT: Background Information and Reports

Ladies and Gentlemen:

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

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

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

Respectfully submitted,

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

Brian Kischnick, City Manager



TROY CITY COUNCIL

VISION STATEMENT AND GOALS

Adopted: Monday, February 7, 2011

VISION:

To honor the legacy of the past and build a strong, vibrant future and be an attractive place to live, work, and grow a business.

GOALS:

Provide a safe, clean, and livable city

- Practice good stewardship of infrastructure
- Maintain high quality professional community oriented police and fire protection
- Conserve resources in an environmentally responsible manner
- Encourage development toward a walkable, livable community

Provide effective and efficient local government

- Demonstrate excellence in community services
- Maintain fiscally sustainable government
- Attract and support a committed and innovative workforce
- Develop and maintain efficiencies with internal and external partners
- Conduct city business and engage in public policy formation in a clear and transparent manner

Build a sense of community

- Communicate internally and externally in a timely and accurate manner
- Develop platforms for transparent, deliberative and meaningful community conversations
- Involve all stakeholders in communication and engagement activities
- Encourage volunteerism and new methods for community involvement
- Implement the connectedness of community outlines in the Master Plan 2008

Attract and retain business investment

- Clearly articulate an economic development plan
 - Create an inclusive, entrepreneurial culture internally and externally
 - Clarify, reduce and streamline investment hurdles
 - Consistently enhance the synergy between existing businesses and growing economic sectors
 - Market the advantages of living and working in Troy through partnerships
-



**CITY COUNCIL
AGENDA**
April 8, 2013 – 7:30 PM
Council Chambers
City Hall - 500 West Big Beaver
Troy, Michigan 48084
(248) 524-3317

<u>INVOCATION: Pastor Dan Lewis from Troy Christian Chapel</u>	1
<u>PLEDGE OF ALLEGIANCE:</u>	1
<u>A. CALL TO ORDER:</u>	1
<u>B. ROLL CALL:</u>	1
<u>C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:</u>	1
C-1 Legislative Update From Representative Martin Howrylak	1
C-2 Proclamation Celebrating Tre Monti Restorante as Hour Detroit's 2012 Restaurant of the Year, Presented to Operating Partner Zharko Palushaj and Restaurant Trustee Lou Zanotti (<i>Presented by: Cindy Stewart, Community Affairs Director</i>)	1
C-3 Solar Panel Field Proposal Update (<i>Introduced by: Glenn Lapin, Economic Development Specialist</i>)	1
<u>D. CARRYOVER ITEMS:</u>	1
D-1 No Carryover Items	1
<u>E. PUBLIC HEARINGS:</u>	2
E-1 No Public Hearings Scheduled	2

<u>F.</u>	<u>PUBLIC COMMENT FOR ITEMS ON THE AGENDA:</u>	<u>2</u>
<u>G.</u>	<u>CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT:</u>	<u>3</u>
<u>H.</u>	<u>POSTPONED ITEMS:</u>	<u>3</u>
H-1	No Postponed Items	3
<u>I.</u>	<u>REGULAR BUSINESS:</u>	<u>3</u>
I-1	Board and Committee Appointments: a) Mayoral Appointments – Downtown Development Authority; b) City Council Appointments – None	3
I-2	Board and Committee Nominations: a) Mayoral Nominations – Brownfield Redevelopment Authority; b) City Council Nominations – Charter Revision Committee, Zoning Board of Appeals	4
I-3	No Closed Session Requested	7
I-4	Approval of Construction Agreement with Grand Truck Western Railroad Company (CN) for the Troy Multi-Modal Transit Facility (<i>Introduced by: Steve Vandette, City Engineer</i>)	7
I-5	Dog Park Day Ordinance Waiver (<i>Introduced by: Carol Anderson, Recreation Director</i>)	7
<u>J.</u>	<u>CONSENT AGENDA:</u>	<u>7</u>
J-1a	Approval of “J” Items NOT Removed for Discussion	7
J-1b	Address of “J” Items Removed for Discussion by City Council	8
J-2	Approval of City Council Minutes	8
	a) City Council Regular Meeting Minutes – March 18, 2013.....	8
J-3	No Proposed City of Troy Proclamations	8
J-4	Standard Purchasing Resolutions:	8

a)	Standard Purchasing Resolution 1: Award to Low Bidder – Pavement Seam, Fracture Sealing and Partial Depth Repair Program	8
b)	Standard Purchasing Resolution 1: Award to Low Bidders - Aggregates	8
c)	Standard Purchasing Resolution 1: Award to Low Bidder – Transit Mixed Concrete	9
d)	Standard Purchasing Resolution 9: Approval to Expend Funds for Membership Dues and Renewals Over \$10,000 – Michigan Municipal League...	9
e)	Standard Purchasing Resolution 3: Exercise Renewal Option – Pool Maintenance and Repair Services.....	9
f)	Standard Purchasing Resolution 1: Award to Low Bidder – Contract 13-1 - Square Lake Road Mill and HMA Overlay	10
g)	Standard Purchasing Resolution 3: Exercise Renewal Option – Tree Maintenance Services	10
J-5	Private Agreement – Contract for Installation of Municipal Improvements – Tim Horton’s Restaurant Project No. 12.917.3	11
J-6	Request to Grant a Permanent Underground Utility Easement to Detroit Edison Over City Owned Parcel	11
J-7	Traffic Committee Recommendations and Minutes – March 20, 2013	11
J-8	Waiver of Bid for Purchase of Fire Boots	12
J-9	Private Agreement – Contract for Installation of Municipal Improvements – Bridgewater Estates Site Condominiums – Project No. 12.919.3	12
J-10	Private Agreement – Contract for Installation of Municipal Improvements – Donaldson Lot Splits – Project No. 12.916.3	13
J-11	Interlocal Agreement (Renewal) with City of Sterling Heights for Use of Gun Range	13
J-12	Request to Publish and Solicit for Public Sealed Bid – Sale of Excess Parcel – 3545 Rochester Road – Sidwell #88-20-22-277-027	13
K.	<u>MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:</u>	13
K-1	Announcement of Public Hearings:	13
a)	Announcement of Public Hearing (April 15, 2013) - Zoning Ordinance Text Amendment (File Number: ZOTA 245) - Sober Living Facilities.....	13

K-2	Memorandums (Items submitted to City Council that may require consideration at some future point in time): None Submitted	13
<u>L.</u>	<u>PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA:</u>	14
<u>M.</u>	<u>COUNCIL REFERRALS:</u>	14
M-1	No Council Referrals Advanced	14
<u>N.</u>	<u>COUNCIL COMMENTS:</u>	14
N-1	No Council Comments Advanced	14
<u>O.</u>	<u>REPORTS:</u>	14
O-1	Minutes – Boards and Committees: None Submitted	14
	a) Employees’ Retirement System Board of Trustees -Final – January 9, 2013	14
	b) Traffic Committee -Final – January 16, 2013	14
	c) Employees’ Retirement System Board of Trustees -Final – February 13, 2013.	14
	d) Election Commission-Final – February 25, 2013.....	14
	e) Planning Commission Regular Meeting-Final – March 12, 2013.....	14
	f) Election Commission-Draft – March 28, 2013	14
O-2	Department Reports:	14
	a) Doing Business With Troy Vendors.....	14
	b) Fire Department and Alliance Mobile Health 2012 Annual Reports	14
O-3	Letters of Appreciation	14
	a) To Chief Nelson From John Runyan, Sachs Waldman, Regarding North Star District First Aid Rally	14
	b) To Chief Mayer From John Gladysz, Price Funeral Home, Regarding Assistance for the Funeral of a Retired Fire Fighter.....	14
O-4	Proposed Proclamations/Resolutions from Other Organizations: None Submitted	14
O-5	2013 First Quarter Litigation Report	14
<u>P.</u>	<u>STUDY ITEMS:</u>	14
P-1	Transit Center <i>(Backup Material Will be Provided at the Study Session)</i>	14

Q. CLOSED SESSION: 14

Q-1 No Closed Session 14

R. ADJOURNMENT: 15

FUTURE CITY COUNCIL PUBLIC HEARINGS: 16

SCHEDULED REGULAR CITY COUNCIL MEETINGS: 16

Monday, April 15, 2013 Regular Meeting 16
Monday, May 13, 2013 Regular Meeting..... 16
Monday, May 20, 2013 Regular Meeting..... 16
Monday, June 3, 2013 Regular Meeting..... 16
Monday, June 17, 2013 Regular Meeting..... 16
Monday, July 8, 2013 Regular Meeting 16
Monday, July 22, 2013 Regular Meeting 16
Monday, August 12, 2013 Regular Meeting 16
Monday, August 26, 2013 Regular Meeting 16
Monday, September 9, 2013 Regular Meeting..... 16
Monday, September 23, 2013 Regular Meeting..... 16
Monday, October 7, 2013 Regular Meeting..... 16
Monday, October 21, 2013 Regular Meeting..... 16
Monday, November 11, 2013 Regular Meeting..... 16
Monday, November 25, 2013 Regular Meeting 16
Monday, December 2, 2013 Regular Meeting..... 16
Monday, December 16, 2013 Regular Meeting..... 16

SCHEDULED SPECIAL CITY COUNCIL MEETINGS: 16

Monday, April 22, 2013 Special Meeting 16
Wednesday, April 24, 2013 Special Meeting..... 16

INVOCATION: Pastor Dan Lewis from Troy Christian Chapel

PLEDGE OF ALLEGIANCE:

A. CALL TO ORDER:

B. ROLL CALL:

- a) Mayor Dane Slater
Jim Campbell
Wade Fleming
Dave Henderson
Maureen McGinnis
Ed Pennington
Doug Tietz

- b) Excuse Absent Council Members:

Suggested Resolution

Resolution #2013-04-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of _____ at the Regular City Council Meeting of April 8, 2013, due to _____.

Yes:

No:

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 Legislative Update From Representative Martin Howrylak

C-2 Proclamation Celebrating Tre Monti Restorante as Hour Detroit's 2012 Restaurant of the Year, Presented to Operating Partner Zharko Palushaj and Restaurant Trustee Lou Zanotti *(Presented by: Cindy Stewart, Community Affairs Director)*

C-3 Solar Panel Field Proposal Update *(Introduced by: Glenn Lapin, Economic Development Specialist)*

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:**E-1 No Public Hearings Scheduled****F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA:****In accordance with the Rules of Procedure for the City Council, Article 17 – Members of the Public and Visitors:**

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

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

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

The audience should be aware that all comments are to be directed to the Council rather than to City Administration or the audience. Anyone who wishes to address the Council is required to sign up to speak within thirty minutes before or within fifteen minutes of the start of the meeting. There are two Public Comment portions of the Agenda. For Items On the Agenda, speakers can sign up to address Postponed, Regular Business, Consent Agenda, or Study items or any other item on the Agenda. Speakers can sign up to address all other topics under Items Not on the Agenda. Also, there is a timer on the City Council table in

front of the Mayor that turns yellow when there is one minute of speaker time remaining, and turns red when the speaker's time is up.

In order to make the meeting more orderly and out of respect, please do not clap during the meeting, and please do not use expletives or make derogatory or disparaging comments about any one person or group. If you do so, then there may be immediate consequences, including having the microphone turned off, being asked to leave the meeting, and/or the deletion of speaker comments for any re-broadcast of the meeting. Speakers should also be careful to avoid saying anything that would subject them to civil liability, such as slander and defamation.

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

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

H. POSTPONED ITEMS:

H-1 No Postponed Items

I. REGULAR BUSINESS:

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

a) Mayoral Appointments

Suggested Resolution
Resolution #2013-04-
Moved by
Seconded by

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

Downtown Development Authority

Appointed by Mayor
13 Regular Members
4 Year Term

Nomination to the Downtown Development Authority:

Term Expires: 09/30/2013

Albert Papa

At Large

Term currently held by: Vacancy-Michele Hodges' resigned

Yes:

No:

b) City Council Appointments: None

I-2 Board and Committee Nominations: a) Mayoral Nominations – Brownfield Redevelopment Authority; b) City Council Nominations – Charter Revision Committee, Zoning Board of Appeals

a) Mayoral Nominations

Suggested Resolution

Resolution #2013-04-

Moved by

Seconded by

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

Brownfield Redevelopment Authority

Appointed by Mayor

7 Regular Members

3 Year Term

Current Members:

Last Name	First Name	App Resume Expire	Appointment Expire	Notes 2	Notes 3
Brake	Dan	4/13/2014	4/30/2014		
Dziurman	Theodore	3/8/2014	4/30/2015	BCBA exp 1/1/2015; BRA exp 4/30/2015	
Kornacki	Rosemary	11/15/2013	4/30/2014		
Swartz	Robert D.	7/25/2013	4/30/2014	BRA exp 4/30/2014; EDC exp 4/30/2018	
Vassallo	Joseph J.	12/6/2013	4/30/2015		
Wilberding	Bruce J.	2/18/2015	4/30/2013		Requests Reappointment

Nominations to the Brownfield Redevelopment Authority:

Term Expires: 4/30/2016

Term currently held by: Bruce J. Wilberding

Interested Applicants:

No applications on file

Yes:

No:

b) City Council Nominations

Suggested Resolution
 Resolution #2013-04-
 Moved by
 Seconded by

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

Charter Revision Committee

Appointed by Council
 7 Regular Members
 3 Year Term

Current Members:

Last Name	First Name	App Resume Expire	Appointment Expire	Notes 3
Berk	Robert	2/27/2015	4/30/2013	Requests Reappointment
Bernardi	MaryAnn	11/18/2013	4/30/2015	
Bliss	Daniel H.	11/16/2013	4/30/2015	
Kanoza	Shirley A.	2/21/2015	4/30/2013	Requests Reappointment
Solomon	Mark R.	3/24/2013	4/30/2014	
Weisgerber	William	11/17/2013	4/30/2015	
Wilsher	Cynthia A.	3/10/2013	4/30/2014	

Nominations to the Charter Revision Committee:

Term Expires: 04/30/2016

Term currently held by: Robert Berk

Term Expires: 04/30/2016

Term currently held by: Shirley A. Kanoza

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 2
Eisenbacher	David	11/14/2013	
Howrylak	Frank	2/1/2014	
Mallin	Aaron	10/10/2013	

McGee	Timothy S.	8/13/2014	
Toth	Steve	10/3/2013	Animal Control Appeal Bd. exp 9/30/2014
Waters	Gretchen	10/3/2013	

Zoning Board of Appeals

Appointed by Council
7 Regular Members
3 Year Term

Current Members:

Last Name	First Name	App Resume Expire	Appointment Expire	Notes 2
Bloomingtondale	Bruce	1/20/2014	4/30/2015	ZBA exp 4/30/2015; Hist Dist Study: Ad Hoc
Clark	Glenn	5/31/2014	4/30/2015	
Courtney	Kenneth	2/25/2015	4/30/2013	Requests Reappointment
Eisenbacher	David	11/14/2013	1/31/2015	Alternate
Fisher	William	6/16/2012	4/30/2013	NO Reappointment
Kaltsounis	Orestis Rusty	3/5/2015	1/31/2015	Alternate ZBA exp 1/31/2015; P&R Bd exp 9/30/2015
Kneale	A. Allen	3/9/2013	4/30/2014	ZBA exp 4/30/14
Krent	Thomas G.	12/13/2014	12/31/2013	Planning Comm exp 12/31/2013; PC Rep to ZBA exp 12/31/2013
Lambert	Dave	1/8/2015	4/30/2014	Requests Reappointment

Nominations to the Zoning Board of Appeals:

Term Expires: 04/30/2016

Term currently held by: Kenneth Courtney

Term Expires: 04/30/2016

Term currently held by: William Fisher

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 2
Chambers	Barbara A.	4/30/2014	Historic Dist exp 3/1/2014; Hist Dist Study-Ad Hoc
Kaltsounis	Andrew	12/13/2014	Liquor Advisory Comm. exp. 1/31/2013
Kempen	Edward	2/1/2014	Planning Comm exp 12/31/2013
Krent	Thomas G.	12/13/2014	Planning Commission exp. 12/31/2013

Ragan	John	1/26/2014	
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Yes:
No:

I-3 No Closed Session Requested

I-4 Approval of Construction Agreement with Grand Trunk Western Railroad Company (CN) for the Troy Multi-Modal Transit Facility (*Introduced by: Steve Vandette, City Engineer*)

Suggested Resolution
Resolution #2013-04-
Moved by
Seconded by

RESOLVED, That Troy City Council hereby **APPROVES** a Construction Agreement between Grand Trunk Western Railroad Company and the City of Troy to construct a pedestrian bridge, west elevator/bridge support tower, crash wall and train platform in connection with the Troy Multi-Modal Transit Facility within the Railroad Company’s right of way.

BE IT FINALLY RESOLVED, That the Mayor and Clerk are **AUTHORIZED** to **EXECUTE** the foregoing agreement document, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:
No:

I-5 Dog Park Day Ordinance Waiver (*Introduced by: Carol Anderson, Recreation Director*)

Suggested Resolution
Resolution #2013-04-
Moved by
Seconded by

RESOLVED, That Ordinance 26.15 be **WAIVED** to allow dogs to be off leash at Sylvan Glen Lake Park on Saturday, June 8, 2013 (Rain Day: June 9).

Yes:
No:

J. CONSENT AGENDA:

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

Suggested Resolution

Resolution #2013-04-
Moved by
Seconded by

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

Yes:
No:

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

J-2 Approval of City Council Minutes

Suggested Resolution
Resolution #2013-04-

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

- a) City Council Regular Meeting Minutes – March 18, 2013

J-3 No Proposed City of Troy Proclamations

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 1: Award to Low Bidder – Pavement Seam, Fracture Sealing and Partial Depth Repair Program**

Suggested Resolution
Resolution #2013-04-

RESOLVED, That Troy City Council hereby **AWARDS** a contract to complete the Pavement Seam, Fracture Sealing and Partial-Depth Repair Program for fiscal year 2012/13 to the low total bidder, Scodeller Construction, Inc. of Wixom, for an estimated total cost of \$105,700.00 at unit prices contained in the bid tabulation opened March 7, 2013, with all expenses **NOT TO EXCEED** budgetary limitations to expire June 30, 2013.

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

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

Suggested Resolution
Resolution #2013-04-

RESOLVED, That Troy City Council hereby **AWARDS** one (1) year contracts to provide Aggregates with an option to renew for one (1) additional year to the following low bidders; Tri-City Aggregates Inc. of Holly, for items 2, 5, and 8 at an estimated total cost of \$24,925.00, Edw. C. Levy Co. of Detroit, for item 1, at an estimated total cost of \$6,965.00, Novak Construction, Inc. of Almont, for items 3, 4, 6, 9, 10, 11 and 13 at an estimated total cost of \$11,970.00 and Osburn Industries, Inc. of Taylor, for items 12 and 14 at an estimated total cost of \$14,996.00, all at unit prices contained in the bid tabulation opened March 11, 2013, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with contracts expiring April 30, 2014.

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

c) Standard Purchasing Resolution 1: Award to Low Bidder – Transit Mixed Concrete

Suggested Resolution

Resolution #2013-04-

RESOLVED, That Troy City Council hereby **AWARDS** a contract to provide one (1) year requirements of Transit Mixed Concrete with an option to renew for one (1) additional year to the low total bidder, Superior Materials LLC of Farmington Hills, as the primary supplier at unit prices contained in the bid tabulation opened March 13, 2013, a copy of which shall be **ATTACHED** to the original Minutes of this meeting to be purchased on an as needed basis as specified, with the contract commencing May 1, 2013 and expiring April 30, 2014.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the City to use a secondary supplier, McCoig Materials, LLC of Plymouth, MI in the event the primary supplier is unable to deliver materials as specified under the same pricing, terms and conditions as originally bid on ITB-COT 13-06.

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

d) Standard Purchasing Resolution 9: Approval to Expend Funds for Membership Dues and Renewals Over \$10,000 – Michigan Municipal League

Suggested Resolution

Resolution #2013-04-

RESOLVED, That payment is **AUTHORIZED** for annual membership dues to the Michigan Municipal League, for the time period of May 1, 2013 through April 30, 2014, in the amount of \$11,606.

e) Standard Purchasing Resolution 3: Exercise Renewal Option – Pool Maintenance and Repair Services

Suggested Resolution

Resolution #2013-04-

WHEREAS, On June 21, 2010, Troy City Council awarded a two (2) year contract to furnish pool maintenance and repair services for both the indoor and outdoor pools at the Troy Family Aquatic Center and Community Center to the sole bidder, B & B Pools & Spas of Livonia, effective July 1, 2010 through June 30, 2012, with two (2) one-year options to renew (Resolution #2010-06-142-I-4b); and

WHEREAS, On June 4, 2012, Troy City Council exercised and approved the first one-year option to renew the contract with B & B Pools and Spas at prices contained in the original bid tabulation opened June 3, 2010, under the same terms and conditions expiring June 30, 2013 (Resolution #2012-06-122-J-4a); and

WHEREAS, B & B Pools and Spas has offered to renew their contract for a second year under the same pricing structure, terms and conditions as the 2010 contract;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **DETERMINES** it to be in the City's best interest to **EXERCISE** and **APPROVE** the second one-year option to renew the contract with B & B Pools and Spas of Livonia, MI, for pool maintenance and repair services excluding pumps, under the same pricing, terms and conditions as originally bid in 2010 to expire June 30, 2014.

f) Standard Purchasing Resolution 1: Award to Low Bidder – Contract 13-1 - Square Lake Road Mill and HMA Overlay

Suggested Resolution

Resolution #2013-04-

RESOLVED, That Contract No. 13-1, Square Lake Road Mill & HMA Overlay, be **AWARDED** to Florence Cement Company, 12585 23 Mile Road, Shelby Township, MI 48315, for their low bid amount of \$987,141.80.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements, and if additional work is required such additional work is authorized in an amount not to exceed 15% of the total project cost.

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

Suggested Resolution

Resolution #2013-04-

WHEREAS, On June 7, 2010, Troy City Council awarded a three-year contract to provide tree maintenance services with an option to renew for one (1) additional year to the low bidder, J. H. Hart Urban Forestry of Sterling Heights, MI, at unit prices contained in the bid tabulation opened April 29, 2010, which includes the Schedule of Values, to expire July 1, 2013 (Resolution #2010-06-131-I-4a); and

WHEREAS, The awarded bidder has agreed to exercise the one-year option to renew plus add an additional one-year extension detailed in the value added section of the bid with an escalator factor of 2.5%; and

WHEREAS, The City has conducted a market survey and determined no benefit would be derived from soliciting additional bids as J. H. Hart's labor rates are comparable to others, while their equipment costs are the lowest in the industry;

NOW, THEREFORE, BE IT RESOLVED, That the Troy City Council hereby **DEEMS** it to be in the City's best interest to **EXERCISE** the option to renew the contract with J. H. Urban Forestry of Sterling Heights, MI, for tree maintenance services under the same contract prices, terms, and conditions for an estimated total cost of \$270,000 for the first year, and to extend the contract for one additional year at an estimated total cost of \$276,750, which includes a 2.5% price escalator to expire June 30, 2015.

J-5 Private Agreement – Contract for Installation of Municipal Improvements – Tim Horton's Restaurant Project No. 12.917.3

Suggested Resolution

Resolution #2013-04-

RESOLVED, That the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and Jonna Properties, is hereby **APPROVED** for the installation of Water Main and Sanitary Sewer, 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.

J-6 Request to Grant a Permanent Underground Utility Easement to Detroit Edison Over City Owned Parcel

Suggested Resolution

Resolution #2013-04-

RESOLVED, That Troy City Council hereby **GRANTS** a permanent underground utility easement to Detroit Edison over a portion of a parcel owned by the City of Troy, said parcel having Sidwell #88-20-31-226-015, and **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** the permanent easement document.

J-7 Traffic Committee Recommendations and Minutes – March 20, 2013

Suggested Resolution

Resolution #2013-04-

Item #3a – Request to Remove No Turn on Red Signs – Double Crossover for southbound Stephenson Highway to northbound Stephenson Highway

RESOLVED, That the No Turn on Red signs at the double crossover for southbound Stephenson Highway to northbound Stephenson Highway **BE REMOVED**.

Item #3b – Request to Remove No Turn on Red Signs – Old Rochester Road to southbound Stephenson Highway

RESOLVED, That **NO CHANGES BE MADE** at the intersection of Old Rochester Road and southbound Stephenson Highway.

J-8 Waiver of Bid for Purchase of Fire Boots

Suggested Resolution
Resolution #2013-04-

WHEREAS, Apollo Fire Equipment Company of Romeo, MI is the exclusive distributor of Lion firefighter footwear in Michigan; and

WHEREAS, The Safety Committee comprised of Fire department personnel has conducted extensive research and field testing of fire boots and concluded the Lion Apparel Marshal boot was superior over all others for fit, wear, grip and reduced fatigue for the wearer;

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council hereby **WAIVES** formal bidding procedures and **AUTHORIZES** the City of Troy to purchase 160 pairs of Lion Apparel Marshal boots from the exclusive distributor in Michigan, Apollo Fire Equipment Co. of Romeo, at \$287.00 per pair for an estimated total cost of \$45,920.00.

J-9 Private Agreement – Contract for Installation of Municipal Improvements – Bridgewater Estates Site Condominiums – Project No. 12.919.3

Suggested Resolution
Resolution #2013-04-

Approval of Contract for the Installation of Municipal Improvements (Private Agreement) for Bridgewater Estates Site Condominium, Project No. 12.919.3

RESOLVED, That the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and John R Land, LLC, is hereby **APPROVED** for the installation of public water main, sanitary sewer, storm sewer, detention pond, concrete sidewalk, and concrete pavement, 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.

Approval of Reimbursement to John R Land for Installation of Water Main and Connection as Part of the Bridgewater Estates Site Condominium Development, Project No. 12.919.3

RESOLVED, That reimbursement to John R Land, LLC for the installation of 272 linear feet of water main and related work as part of the Bridgewater Estates Site Condominium Development in the amount of \$15,788.00 is hereby **APPROVED** upon completion of construction and final approval by the Engineering Department.

J-10 Private Agreement – Contract for Installation of Municipal Improvements – Donaldson Lot Splits – Project No. 12.916.3Suggested Resolution

Resolution #2013-04-

RESOLVED, That the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and Patrick Bismack, is hereby **APPROVED** for the installation of sanitary sewer, rear yard storm sewer, grading and soil erosion, 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.

J-11 Interlocal Agreement (Renewal) with City of Sterling Heights for Use of Gun RangeSuggested Resolution

Resolution #2013-04-

RESOLVED, That Troy City Council hereby **APPROVES** the Interlocal Agreement (Renewal) for Use of Gun Range by Sterling Heights to be effective as of April 1, 2013;

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** the Agreement on behalf of the City of Troy and that a copy of said Agreement is to be **ATTACHED** to the original Minutes of this meeting.

J-12 Request to Publish and Solicit for Public Sealed Bid – Sale of Excess Parcel – 3545 Rochester Road – Sidwell #88-20-22-277-027Suggested Resolution

Resolution #2013-04-

RESOLVED, That the Troy City Council hereby **AUTHORIZES** the Engineering Department, in conjunction with the Purchasing Department to advertise and sell by sealed bid to the highest bidder meeting specifications, the City owned property located at 3545 Rochester Road and having Sidwell #88-20-22-277-027 for or above the minimum bid value established at the appraised value of \$127,000.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:**K-1 Announcement of Public Hearings:**

a) Announcement of Public Hearing (April 15, 2013) - Zoning Ordinance Text Amendment (File Number: ZOTA 245) - Sober Living Facilities

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

L. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA:**M. COUNCIL REFERRALS:**

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

M-1 No Council Referrals Advanced

N. COUNCIL COMMENTS:

N-1 No Council Comments Advanced

O. REPORTS:

O-1 Minutes – Boards and Committees: None Submitted

- a) Employees' Retirement System Board of Trustees -Final – January 9, 2013
 - b) Traffic Committee -Final – January 16, 2013
 - c) Employees' Retirement System Board of Trustees -Final – February 13, 2013
 - d) Election Commission-Final – February 25, 2013
 - e) Planning Commission Regular Meeting-Final – March 12, 2013
 - f) Election Commission-Draft – March 28, 2013
-

O-2 Department Reports:

- a) Doing Business With Troy Vendors
 - b) Fire Department and Alliance Mobile Health 2012 Annual Reports
-

O-3 Letters of Appreciation

- a) To Chief Nelson From John Runyan, Sachs Waldman, Regarding North Star District First Aid Rally
 - b) To Chief Mayer From John Gladysz, Price Funeral Home, Regarding Assistance for the Funeral of a Retired Fire Fighter
-

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

O-5 2013 First Quarter Litigation Report

P. STUDY ITEMS:

P-1 Transit Center (*Backup Material Will be Provided at the Study Session*)

Q. CLOSED SESSION:

Q-1 No Closed Session

R. ADJOURNMENT:

Respectfully submitted,

A handwritten signature in black ink, appearing to read "B. Kischnick". The signature is written in a cursive, somewhat stylized font.

Brian Kischnick, City Manager

FUTURE CITY COUNCIL PUBLIC HEARINGS:

SCHEDULED REGULAR CITY COUNCIL MEETINGS:

Monday, April 15, 2013	Regular Meeting
Monday, May 13, 2013	Regular Meeting
Monday, May 20, 2013	Regular Meeting
Monday, June 3, 2013	Regular Meeting
Monday, June 17, 2013	Regular Meeting
Monday, July 8, 2013	Regular Meeting
Monday, July 22, 2013	Regular Meeting
Monday, August 12, 2013	Regular Meeting
Monday, August 26, 2013	Regular Meeting
Monday, September 9, 2013	Regular Meeting
Monday, September 23, 2013	Regular Meeting
Monday, October 7, 2013	Regular Meeting
Monday, October 21, 2013	Regular Meeting
Monday, November 11, 2013	Regular Meeting
Monday, November 25, 2013	Regular Meeting
Monday, December 2, 2013	Regular Meeting
Monday, December 16, 2013	Regular Meeting

SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

Monday, April 22, 2013	Special Meeting
Wednesday, April 24, 2013	Special Meeting

**PROCLAMATION
CELEBRATING TRE MONTI RISTORANTE AS
HOUR DETROIT'S 2012 RESTAURANT OF THE YEAR**

WHEREAS, The San Marino Club launched **Tre Monti Ristorante** in 2008 as a signature destination restaurant, offering the cuisine of San Marino, the tiny republic nestled amid the mountains of north-central Italy; and

WHEREAS, Today, just one dish from that cuisine remains on the menu that has become classically northern Italian, Lasagna Verdi al Forno, a 15-layer creation of fresh spinach pasta, Parmigiano Reggiano, and Bolognese Sauce; and

WHEREAS, **Tre Monti's** striking building has the look of a European country estate, with two fireplaces, colorful brocade and sheer panels draped from the ceiling. Guests are seated at white-linen tables with impeccable settings including English china and served by well-dressed staff in dark business suits; and

WHEREAS, The **Tre Monti** dining experience is orchestrated by operating partner **Zharko Palushaj**, a Montenegro native who studied culinary arts in Europe and New York, and brought his recipes and much of his well-trained staff to Troy. The professional wait staff with very impressive resumes are all of European heritage, with the exception of one; and

WHEREAS, A crucial element that distinguishes **Tre Monti** from other restaurants is that its diners are never rushed, the table is theirs for as long as they wish to stay; and

WHEREAS, Under the direction of **Chef Marc Casadei**, diners experience interesting and unique appetizers, soups, pastas, desserts and of course, main dishes completely garnished with different accompaniments, all made from the freshest quality ingredients; and

NOW, THEREFORE, BE IT RESOLVED, That the Mayor and City Council of the City of Troy hereby congratulate **Tre Monti's on being named Hour Magazines 2012 Restaurant of the Year** and recognizes its impact upon our community as it serves as a steadfast and dedicated business in the City of Troy; and

BE IT FURTHER RESOLVED, That the Mayor, City Council and City Management wholeheartedly agree with Hour Magazine that *"With its soothing atmosphere, finely prepared fare, and admirable service, **Tre Monti** is a hideaway that deserves to be discovered."*

Presented this 8th day of April 2013.



CITY COUNCIL AGENDA ITEM

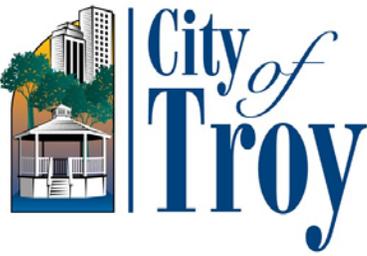
Date: April 3, 2013

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic and Community Development
Glenn Lapin, Economic Development Specialist

Subject: Solar Panel Field Proposal Update

Representatives from the solar panel field project development team, GenPoint Energy and Inovateus, are scheduled to appear before City Council at the April 8, 2013 meeting to provide an update on the status of the proposed Agreement, address issues raised at the recent neighborhood forum, and answer any questions City Council might have.



CITY COUNCIL ACTION REPORT

April 4, 2013

TO: Brian Kischnick, City Manager

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

SUBJECT: Approval of Construction Agreement with Grand Trunk Western Railroad Company (CN) for the Troy Multi-Modal Transit Facility

History

CN Construction Agreement

Engineering and Legal departments have been negotiating the terms of a Construction Agreement with Grand Trunk Western Railroad Company (also known as CN) for the past two months. The need for this agreement arose when CN imposed the crash wall requirement in February. It grants the City of Troy the right to construct the crash wall and all other necessary components of the Transit Center, including the bridge, west elevator/bridge support tower, and train platform that are located within the Railroad Company's right of way.

Since February, CN permitted construction activity to continue, as it had since last November under a Right of Entry Agreement issued to Tooles/Clark, but a deadline of April 8th was set for completing the construction agreement or CN would stop all work within their right of way.

Two other agreements required by CN in February, an Easement and License agreement, are being finalized and will be presented for approval at a later date. These documents are similar to utility easements, which are required by the City prior to final occupancy of a new development and typically done near the end of construction.

CN Easement Agreement

The Easement Agreement will grant the City of Troy a permanent non-exclusive easement for the platform and west elevator/bridge support tower, which are wholly located within the Railroad Company's right of way on the Birmingham side of the tracks. The east elevator/bridge support tower does not require an easement as it is located on Troy property and not within the Railroad Company's right of way.

CN License Agreement

The License Agreement will grant the City of Troy the right to operate and maintain a pedestrian bridge above the Railroad Company's tracks. The bridge connects the Transit Center building on the Troy side with the train platform on the Birmingham side.

AMTRAK Lease Agreement

Engineering and Legal departments have been negotiating the Lease Agreement with AMTRAK for more than a year, principally concerning the percentage of Operation and Maintenance (O&M) costs to be covered by AMTRAK. AMTRAK proposed using the same agreement as for the Dearborn station and initially agreed to cover 100% of O&M costs, same as for Dearborn. Their position subsequently changed several times until just recently when AMTRAK agreed once again to 100% for the facility, but not for common areas that may be used by others such as SMART bus riders or the general public. Additionally, starting October 1st under the federal Passenger Rail Investment and Improvement Act (PRIIA) MDOT will assume responsibility for

operation and maintenance costs for stations on the Wolverine route, including the Troy Transit Center. This has resulted in adding MDOT to the lease agreement negotiations and thus more time is needed to complete this agreement. We are working toward bringing this agreement to Council for approval in May.

The attorney representing AMTRAK has conducted an initial review of the lease agreement, and she indicated that there are a few remaining issues that need to be resolved. As of the submission of this letter, these issues have not been specifically identified by AMTRAK. The City Attorney's Office remains hopeful that the outstanding legal issues are minor and once specifically identified by AMTRAK, they can be easily resolved.

Financial

There is no cost for the CN Construction and Easement agreements. The CN License Agreement for the bridge has a \$1,000 one time cost, which is paid for with funds provided by the MDOT Capital Contract. There is no cost for the AMTRAK Lease agreement.

Recommendation

The Construction Agreement with Grand Trunk Western Railroad Company (CN) has been negotiated, reviewed and approved by our legal department. It is recommended that the Agreement be approved.

City Attorney's Review as to Form and Legality

Lori Grigg Bluhm, City Attorney

Date

CONSTRUCTION AND MAINTENANCE AGREEMENT

THIS AGREEMENT dated as of the ____ day of April, 2013 between the **GRAND TRUNK WESTERN RAILWAY COMPANY**, hereinafter referred to as "CN", and **CITY OF TROY**, hereinafter referred to as "CITY," and shall be referred to as the "Construction Agreement." CN and **CITY** are hereinafter referred to as the "Party" or collectively as the "Parties".

RECITALS

- A. CITY is planning on constructing a Multi-Modal Transit Facility at Troy, Mi ("MMTF") as shown on Exhibit "A" attached and incorporated herein, which shall include, among other things, a new station building located on the east side of CN's track, a new passenger boarding platform along the west side of CN main track #1, a pedestrian bridge over CN tracks to connect the new station building with the new platform and a new stair/elevator at the end of the pedestrian bridge within the west portion of CN right of way hereinafter referred to as "Improvements".
- B. CITY will construct or have constructed on its behalf the MMTF at no cost to CN.
- C. CN and CITY are agreeable to construct and install these improvements at no cost or expense to CN in accordance with the terms and conditions of this Construction Agreement.
- D. CITY shall coordinate all phases of the MMTF project including but not limited to engineering, oversight, permits, administration, maintaining records, accounting, and billing.

NOW, THEREFORE, for and in consideration of the forgoing Recitals, which are by this reference hereby incorporated into this Agreement, the mutual terms, covenants, conditions and provisions contained in this Agreement and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1 DEFINITIONS

- 1.1 Chief Engineers. – The person(s) designated by each Party hereto to represent that Party in the capacity of Chief Engineer Design & Construction for the MMTF which may be changed only by delivery of written notice to the other Party.
- 1.2 Construction Limits. – Construction limits are depicted on the corresponding Exhibit A, and are described in Exhibit B both of which are incorporated herein by reference.

- 1.3 Contractor(s). - Contractor(s) engaged by City or CN to perform portions of the Work, as hereinbelow defined in Section 1.10, with respect to the MMTF.
- 1.4 Cost(s). -. All actual costs and expenses, internal and external, direct and incidental, incurred by a Party in performing the Work with respect to the MMTF, including, but not limited to: (i) all materials, supplies, tools and equipment or equipment costs of a Party utilized in performing the Work; (ii) costs of labor, supervision, overhead and indirect expenses utilized in performing the Work, together with labor additives as established by each Party and adjusted from time to time;(iii) design costs incurred prior to commencement of construction; (iv) all sums payable by said Party to Contractor(s), including transportation companies other than the Parties hereto and other consultants retained by said Party in connection with the MMTF (including attorneys and engineering consultants); (v) insurance premiums; (vi) out of pocket expenses, travel and lodging expenses, telephone, facsimile, and mailing expenses; and (vii) all other costs and expenses particularly described by this Construction Agreement as MMTF Cost(s); and (viii) taxes imposed on goods and services.
- 1.5 Designated Engineers. - The persons designated by each Party in connection with the MMTF.
- 1.6 Non-MMTF Improvement. – A construction component if any, located outside of Construction Limits which may be included as part of the plans to be installed by a Party consistent with the Work.
- 1.7 Project. - The improvements, as depicted on Exhibit A and as described in Exhibit B to this Construction Agreement, which shall be undertaken pursuant to this Construction Agreement.
- 1.8 Sole Construction. – The construction of an improvement related to the MMTF, located inside or outside of the Construction Limits, if any may be required, that is not depicted and/or itemized on any Exhibits to this Construction Agreement. Such construction is to be performed and funded solely by Party(ies) to this Construction Agreement and the cost of such Sole Construction shall be included in the MMTF Cost(s).
- 1.9 Sole Cost(s). – If either party elects to do work within or outside the Construction Limits that is not depicted and/or itemized on any Exhibits to this Construction Agreement and is in no way associated with the MMTF Project, any and all costs and expenses associated with such work shall be funded solely by that party, and shall not be subject to the provisions of Section 4.1, 4.2, and /or 4.3.

- 1.10 **Work.** - All tasks, duties, obligations, services, requirements and activities of whatever kind or nature, express or implied, direct or incidental, to be performed, and all items tangible and intangible, to be provided by a Party within the Construction Limits, including but not limited to preliminary engineering design and review, construction, construction monitoring and inspection, and the furnishing of materials, supplies and equipment associated with the MMTF Project.

2. SCOPE AND ALLOCATION OF WORK

- 2.1 **CITY.** The Work in connection with the MMTF Project as specified in the plans prepared by CITY or its Contractor and more specifically described in Exhibit A, and as depicted in Exhibit B to facilitate the construction of the MMTF at no expense to CN, CITY will perform the Work on CN property, CN will provide the flagmen necessary for construction of the MMTF at the sole cost of CITY which may be paid by CITY'S contractor.

- 2.2 **WORK.** CITY and or its Contractor shall provide the material necessary for construction of the MMTF and deliver this material to the site. CITY or its Contractor will perform all utility relocation necessary to accommodate the Improvements. CITY shall be responsible for maintenance, repair, replacement and inspection of the Improvements upon completion of construction all of which shall be included within the scope of this agreement.

2.3 If at any time prior to completion of the MMTF, a change in the planned Improvements is requested by either Party in writing and pursuant to the notice provisions herein, the other Party has ten (10) business days to accept or reject the change in writing. If accepted, the change becomes part of the Improvements and subject to the Agreement. If rejected, the requesting Party may accept the rejection or the change becomes a matter of dispute and will be settled in accordance with Section 14 of this Agreement.

3. PROJECT PLANS AND SPECIFICATIONS

- 3.1 The CITY shall prepare, or cause to be prepared, all plans, specifications and drawings necessary or appropriate to the Work to be performed by the responsible Party or its Contractor(s) pursuant to Supplements to this Construction Agreement. Those plans, specifications and drawings prepared by or on behalf of the CITY shall be subject to the review and written approval of CN, provided such approval shall not be unreasonably withheld. CN agrees to complete its review of the plans within thirty (30) days of receipt thereof. Approved plans, specifications and drawings, whether in original or amended form (as approved in writing, are referred to as the "Plans". Plans submitted to and approved by the Parties will be

set forth in the Supplements governing each specific project and attached to this Construction Agreement.

- 3.2 In the event that the CITY determines that the Work or materials to be provided pursuant to a Supplement or this Construction Agreement will entail a material deviation from the Plans (a "Material Change"), the CITY shall promptly provide written notice thereof and shall pursue approval of an Amended Plan pursuant to the same process for original approvals as set forth in Paragraph 3.1.
- 3.4 By its review and written approval of Plans, the approving Party signifies only that such Plans and improvements constructed in accordance with the Plans satisfy the approving Party's requirements. Each Party expressly disclaims all other representations and warranties not included with such plans, including, but not limited to, the integrity, suitability or fitness for the purposes of the other Party or any other persons of such Plans or improvements constructed in accordance with the Plans. Any improvements constructed in accordance with the Plans shall be in compliance with any laws, rules ordinances or regulations of any federal, state or local government or agency having jurisdiction the MMTF.

4. **COST OF JOINT PROJECT AND REIMBURSEMENT PROCEDURES**

- 4.1 All costs associated with the design, procurement, construction, installation and cutover of the Improvements, including but not limited to the costs for the provision of appropriate flagmen, and costs for any and all materials, if any, whether provided by CITY or its Contractor or CN or its Contractor, shall be the responsibility of CITY.
- 4.2 CN is not expecting to incur any cost during construction and installation of the Improvements other than the providing of flagmen. Should CN incur any costs, CN shall provide invoices on a monthly basis for payment by CITY to cover the labor and material expenses incurred by CN during the previous month. All payments to be made by CITY to CN under the terms, conditions or provisions of this Agreement shall be made within thirty (30) days of CITY' receipt of any demand or invoice from CN evidencing the amount of the indebtedness due. Any disputed amount of an invoice shall not delay payment on any invoice.
- 4.3 If CN incurs any costs and expenses, CN shall include overhead, administrative costs and fringe benefits for the respective personnel. Should CN outsource any of the work for the construction of these Improvements, CN will be able to apply an administrative cost on top of the invoice from the third-party and bill the invoice plus the administrative costs to CITY.

- 4.4 Upon reasonable request and during normal business hours, CITY shall be allowed to review the underlying records and documentation on which the monthly invoices are based.
- 4.5 If CITY, in good faith, disputes an invoice issued by CN pursuant to the Agreement, CITY shall serve notice of its dispute with full detail and documentation underlying CITY' claim to CN within thirty (30) days of the date of the disputed invoice. The Parties shall then work to resolve the dispute for sixty (60) days after service of the Notice of Dispute. If after that the dispute remains unresolved, either Party may initiate appropriate legal action.
- 4.6 This Construction Agreement shall continue in full force and effect for the entire duration and existence of the Improvements on or over CN's property.
- 4.7 All invoices and payments shall be delivered to the Parties in accordance with Section 13 of this Construction Agreement.
- 4.8 If CITY fails to pay invoices as required by the Agreement (and has not submitted a good faith Notice of Dispute as required by the Agreement) or is in default under the terms of the Agreement then CN shall be entitled to any and all remedies at law and/or equity, including, but not limited to, specific performance of the Agreement. No payments shall be withheld in whole or in part on account of a billing dispute. Disputes shall be resolved in accordance with the provisions of Section 14 of this Agreement. In addition to what any and all other remedies at law and/or in equity provide, if CITY fails to pay invoices as required by the Agreement (and has not submitted a good faith Notice of Dispute as required by the Agreement) or is in default under the terms of the Agreement, CN may:

- (1) Stop the construction of the Improvements and terminate the Agreement, but do what is necessary to put them in a safe condition with such efforts to be completely at the cost of CITY.

5 CONDUCT OF WORK

- 5.1 Designated Engineers. In accordance with Section 1.5, the Parties shall each designate an engineering representative ("Designated Engineer"), who shall be responsible for each Party's general oversight and coordination of all Work performed by or arranged to be performed by the CITY, in accordance with this Construction Agreement. Construction on immediately adjoining trackage of CN hereto will require ongoing communication and coordination between the respective Designated Engineers. In the event of conflict or dispute between the Designated Engineers as to matters affecting the property or operations of any Party outside of Construction Limits, the determination of the affected Party's

Designated Engineer shall govern, except to the extent expressly provided otherwise by this Construction Agreement. Each Party's Designated Engineer will also coordinate any service disruptions if any, resulting from the Work on the MMTF Project within the departments of that Party in accordance with Section 5.2 of this Construction Agreement.

- 5.2 Work Schedule. Upon approval of Plans as provided in Section 3.1 of this Construction Agreement, the Parties may proceed with the Work pursuant to a schedule mutually determined and agreed to by the Parties Designated Engineer and provided that the CITY'S Designated Engineer shall communicate with CN's Designated Engineer non-binding schedule plans from time to time. After notification by the CITY'S Designated Engineer, the CN's Designated Engineer shall promptly review all planned traffic outages with their respective Transportation Officer(s) and such other applicable officers, including those of any tenant of such Party(ies), and shall obtain their input prior to the implementation of such outages. The Parties recognize that tracks within Construction Limits may be removed from service during certain phases of the Work, and that track occupancy authorities may be required for the Work to be performed on and/or near the tracks of CN, provided that no such track outages may occur absent reasonable advance written notice to CN. CN agrees to work with CITY to adjust its train operations and those of its tenant(s) and to provide track occupancy authorities in a manner which will best permit continued conduct of business by CN and its tenants while at the same time enabling efficient construction, inspections and testing of the Work pertaining to the MMTF Project.
- 5.3 Provision of Labor and Materials. All labor, materials, supplies, tools and equipment needed for the MMTF Project shall be furnished in accordance with Exhibits A and B of the Construction Agreement.
- 5.4 Right of Entry. Insofar as it has the right to do so, CN hereby grants to CITY's Contractor(s) a nonexclusive right and permission to enter upon CN's property, to the extent necessary for the performance of Work upon the terms included in the attached Exhibit C, and such temporary construction easements as may be designated on the Plans. All contractors or agents for CITY that shall perform maintenance, construction, repair, or inspection of the Improvements pursuant to this Agreement shall be required to enter into CN's standard right of entry agreement prior to any access to CN's property on which the Improvements sit.
- 5.5 Workmanship and Material Standards – All materials of every description furnished by the Parties in accordance with Exhibits A and B of this Construction Agreement and all workmanship shall be of a grade specified in Plans, and such material shall be of an acceptable quality for the

purpose intended. Materials furnished and Work performed by the Parties, in connection with the MMTF Project shall at all times be subject to the inspection by the other Party's Designated Engineer. If any material furnished is found by the Parties Designated Engineer as failing to comply with Plans within sixty (60) days of the installation of same, the Parties shall immediately remove said material from the MMTF Project at its own expense, and replace it with material in compliance with the Plans. If any portion of the Work performed is found by the Parties Designated Engineer as defective or improperly done within sixty (60) days, as set forth in the Plans, such defective or improper Work shall be taken down or removed and rebuilt or the defects otherwise remedied by the Parties at the sole cost and expense of the Party that performed the defective Work.

5.6 Equipment Standards – All equipment provided by the Parties and/or their respective Contractor(s), hereto to perform the Work and to complete the MMTF shall be in good operating condition and shall conform to any and all applicable standards prescribed by American Railway Engineering and Maintenance-of-Way Association ("AREMA") and the Federal Railroad Administration ("FRA") for such type of equipment. The Parties in providing such equipment shall be responsible for the maintenance and in the case of equipment rented from outside vendors, repair, of any and all equipment used by the Parties and/or their respective Contractor(s) in performing the Work pertaining to the MMTF. In the event that the Designated Engineer of one Party determines that the equipment used by the other Party and/or its Contractor(s) being used to perform the Work does not comply with these requirements, written notice of same shall be made to the other Parties Designated Engineer and use of such equipment shall be discontinued until any required repairs to or substitutions of such equipment are made.

5.7 Safety and Operating Rules – Each Party shall use due diligence in the prosecution of the Work pertaining to the MMTF Project to effectively guard against all accidents on or damages to the properties of the other Party by reason of its performance of the Work on the MMTF. Each Party's employees and/or Contractor(s) shall comply with all applicable Operating, Safety and Roadway Worker rules when performing the Work. The Designated Engineers of each Party shall ensure that all employees and/or Contractor(s) of such Party or their respective licensees or invitees on their respective properties are advised of all applicable safety rules of the Parties. Each Party shall require its employees and/or Contractor(s) to comply with all applicable safety requirements contained in the laws, regulations and/or ordinances of any federal, state or local governmental authority having jurisdiction over the MMTF area or the Work. For the entire period that the Work on the MMTF is in progress, CN hereby agrees to instruct all train and engine movements of its respective company and/or its tenant(s), by bulletin or other means, of any known operating

limitations and/or speed restrictions for movement through Construction Limits as appropriate.

5.8 THIS SECTION IS RESERVED

5.9 Liens – City shall not create or permit to be created or to remain undischarged, any lien, encumbrance or charges arising out of the MMTF Project and/or Work involving materials and/or supplies furnished and/or delivered by one of the parties and/or its Contractor(s) hereto, or any mortgage, conditional sale, security agreement or chattel mortgage, or otherwise by or for which the same might be or might become a lien or encumbrance or charge upon the property or premises of any other Party hereto or upon the MMTF. If any lien or notice of any lien on account of the alleged debt of a Party hereto or any notice of contract by one of the parties Contractor(s) hereto, shall be filed against the MMTF or a Party's property or premises, the Party creating or allowing the lien shall, within ten (10) days after demand from the other Party hereto cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If the Party creating or allowing the lien fails to cause such lien or notice of lien to be discharged within the aforesaid time, then in addition to any other right or remedy by the other Party, such other Party may arrange to discharge such lien by deposit, bonding proceeding or payment of the amount of the judgment in favor of the lien or with interest, costs and allowances. Any amount paid by the other Party not creating or allowing the lien as well as all costs and expenses, including attorneys' fees, incurred by that Party in connection with the discharge of such lien shall constitute a sum payable by the other Party creating or allowing the lien and shall be paid by that Party to the other Party upon demand. Nothing herein shall obligate any Party to this Construction Agreement to pay or discharge any lien created by another Party.

5.10 Flagging and Protective Services. If flagging services are to be provided, CN shall provide such services. CITY shall pay CN for the flagging services at a rate of one thousand dollars (\$1000.00) for an eight hour day during regularly assigned hours. Overtime rates shall be at the rate of one hundred fifty dollars (\$150.00) per hour at the sole cost of City.

5.11 Removal of Materials. From time to time during its performance of the Work, the CITY Party may undertake, or shall cause its Contractor(s) to undertake, or shall cause another party to undertake, as a part of the MMTF Project the removal and disposal of all salvage materials, included but not limited to, waste, rubble, other equipment, related materials, tools and supplies, explosives, chemical and other debris. CN shall not be responsible for the cost of removal of such surplus materials, nor shall CN be entitled to the proceeds, if any, from such salvage.

5.12 Completion of Project. The MMTF Project shall be deemed completed upon final inspection and acceptance of Work by the Chief Engineers of each of the Parties participating in that project or his/her representative and shall be confirmed by a certification letter executed by each Party's Chief Engineers designating the date of completion of the MMTF ("Completion Date").

5.13 Environmental Matters

5.13.1 Compliance - In connection with the MMTF, the Parties shall comply with all applicable federal, state and local laws, ordinances, rules, and regulations and all lawful orders of any constituted authority including, without limitation, the Resource Conservation and Recovery Act (42 USC § 6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 USC § 9601 et seq.) and the Toxic Substances Control Act (15 USC § 2601 et seq.) and all other laws pertaining to the generation, handling, transportation, treatment, storage and proper disposal of municipal, solid, and hazardous materials, substances and wastes, pollutants and contaminants. During the construction of the MMTF and for a period of three (3) years after completion of the Work pertaining to the MMTF or such longer period as otherwise required by applicable law or any regulatory agency or court of competent jurisdiction, the Parties shall establish and maintain and furnish each other with appropriate records, receipts and documents, papers and any other data or information covering or pertaining to the generation, handling, transportation, treatment, storage and disposal of any municipal, solid or hazardous materials, substances and wastes, pollutants and contaminants in connection with the Work performed hereunder.

5.14 Permits. CITY shall, at its sole cost and expense, procure all permits and/or approvals required by any federal, state, or local governments or governmental agency(ies) for the Work and/or completion of the Project.

6. INSURANCE

To the extent that CITY may engage Contractor(s) to perform the Work on the MMTF, CITY shall ensure that each such Contractor acquires and maintains insurance as required by a right of entry agreement. The right of entry agreement referred to herein is attached as Exhibit C

7. OWNERSHIP AND MAINTENANCE

Upon completion, the Parties shall own, maintain, repair, renew, upgrade, use and operate the Improvements pertaining to the MMTF in accordance with the terms of the Easement Agreement and License Agreement referred to above in Section 4.6.

8. INDEMNIFICATION

8.1 To the extent permitted by applicable law, and except where expressly provided otherwise in this Construction Agreement, each Party and its Contractor(s), if any, shall indemnify, defend and hold the other Party and/or their affiliates harmless from and against all Construction Liability Loss and/or Damage to the extent arising from (i) the breach of any term of condition of this Construction Agreement, (ii) the violation of any applicable law, rule, regulation or ordinance, or (iii) the negligence, recklessness or intentional wrongful misconduct of such Party(ies), their Contractor(s), and/or their respective agents, employees, invitees, Contractor(s), or their Contractor(s)'s agents, employees or invitees in the performance of activities in connection with the Work or activities incidental thereto, or from their presence on or about the Parties' premises as a result of the Project.

8.2 Reserved.

8.3 For purposes of this Construction Agreement and as between the Parties hereto only, "Construction Liability" shall be defined as all liability hereto for Loss and/or Damage arising or occurring as a direct and proximate result of circumstances occurring on or within the Construction Limits during the course and scope of performance and as a direct and proximate result of the Work contemplated by this Construction Agreement or Loss and/or Damage arising as a result of circumstances occurring immediately incident to the performance of the Work as a direct and proximate result of the Work being performed hereunder. Construction Liability shall not include any Loss and/or Damage which may arise after the exchange of the certified letters provided for in Section 5.12 herein and as a result of the condition of the building, platform, elevator/stairs and pedestrian bridge, latent or otherwise, even if alleged to have arisen as a result of Work performed under this Construction Agreement.

8.4 Notice of Incidents. Each Party shall notify the other promptly in writing of any Loss and/or Damage arising out of or in connection with the performance of the Work and/or the MMTF.

8.5 Loss and/or Damage. For purposes of this Section 8, the term "Loss and/or Damage" shall mean claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind for any injury to or death to any person(s) (including, but not limited to the employees of the Parties, their affiliates or their Contractor(s), if any), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of the Parties, their affiliates or their Contractor(s), if any, and environmental damages and any related remediation brought or recovered against the Parties and their affiliates).

8.6 Survival. With respect to any incidents arising or accruing prior to termination or expiration or termination of this Construction Agreement, the provisions of this Section 8 shall survive the termination or expiration of this Construction Agreement.

8.7 No Waiver of Governmental Immunity. All of the privileges and immunities from liability, and exemptions from laws, ordinances, and rules which apply to the activities of any governmental agency when performing its functions, shall apply to the same degree and extent to the performance of such functions and duties under the provisions of this Construction Agreement. Nothing in this Agreement shall be construed to waive, limit or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, volunteers or any other person acting on behalf of the City and, in particular governmental immunity afforded or available pursuant to the Michigan Governmental Immunity Act, MCL 691.1401, et seq.

9. INDEPENDENT AGENT AND/OR LICENSEE

Except as otherwise provided by this Construction Agreement, the CITY shall not exercise any control whatsoever over the employment, discharge, compensation of, or services rendered by CN or its Contractor(s), if any, or the construction practices, procedures, and professional judgment employed by CN or its Contractor(s) to complete any Non-Joint Improvement. Notwithstanding the foregoing, this Section 9 shall in no way affect the absolute authority of the CITY to prohibit any employee of CN or its Contractor(s), if any, or anyone from entering the property of any Party hereto within Construction Limits while the Work is in progress, or to require the removal of any person from the property of CN hereto within Construction Limits while the Work is in progress, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the MMTF exist.

10. COMPLETE UNDERSTANDING

10.1 This Construction Agreement (including the exhibits attached hereto) embodies the entire understanding of the Parties concerning the Work to be performed for the MMTF Project and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding the Work on the MMTF. The terms of this Construction Agreement may not be waived or modified except in a writing signed by authorized representatives of all relevant Parties.

10.2 This Construction Agreement and each and every provision hereof is for the exclusive benefit of the Parties hereto and not for the benefit of any third party. Nothing herein contained shall be taken as creating or increasing any right in any third person to recover by way of damages otherwise against any of the Parties hereto.

11. WAIVER

If any Party fails to enforce its respective rights under this Construction Agreement, or fails to insist upon the performance of another Party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Construction Agreement.

12. ASSIGNMENT

Any Party may assign this Construction Agreement in whole and all rights and obligations under this Construction Agreement to a successor in interest, parent company, affiliate, or future affiliate, provided that, upon such assignment, the assignee assumes all of the assignor's obligations under this Construction Agreement, pursuant to a written instrument acceptable to the other Parties. The Parties may subcontract all or part of the Work in its sole and absolute discretion.

13. NOTICES

All notices shall be considered as having been properly given upon mailing such notice by certified, U.S. mail, or by overnight courier service, postage prepaid, addressed to the respective Party at their addresses below. Notices shall be deemed given when actually received by the respective Party. Notices to Parties shall be addressed to:

If to CN: Grand Trunk Western Railway Company
 Mr. Paul Ladue
 Region Director - Contracts and Administration
 17641 S. Ashland Avenue
 Homewood, Illinois 60430
 Phone: (708) 332-5475
 Facsimile: (312- 332-3673
 E-mail: Paul.Ladue@cn.ca

If to CITY: CITY Of Troy
 City Manager
 500 W. Big Beaver Rd.
 Troy, MI 48084
 Phone: 248-524-3330
 facsimile: 248-524-0851

With a copy to: City of Troy
 City Attorney
 500 W. Big Beaver Rd.
 Troy, MI 48084
 Phone: 248-524-3320
 Facsimile: 248-524-3259

14. DISPUTE RESOLUTION

14.1 In the event a dispute arises concerning this Construction Agreement, the parties may attempt to informally resolve the dispute. If at any time a dispute, question or controversy shall arise between the Parties hereto in connection with this Construction Agreement which the Parties cannot resolve informally, either Party shall have the right to require a meeting of designated representatives with authority to settle the matter within 30 days of written notice of a desire to meet; if it cannot be resolved within 30 days of the meeting of the Parties, then any or all parties have the ability to file a lawsuit. Either party may request arbitration, but arbitration is not mandatory. Unless other procedures are agreed to by the Parties, arbitration between the Parties pursuant to this Section 14 shall be governed by the rules and procedures set forth in this Section 14.

14.2 If the Parties to the dispute are able to agree upon a single competent and disinterested arbitrator within twenty (20) days after written notice by one Party of its desire for arbitration to the other Party, then the question or controversy shall be submitted to and settled by that single arbitrator. Otherwise, any Party (the notifying Party) may notify the other Party (the noticed Party) in writing of its request for arbitration and nominating one arbitrator. Within twenty (20) days after receipt of said notice, the noticed Party shall appoint an arbitrator and notify the notifying Party in writing of such appointment. Should the noticed Party fail within twenty (20) days after receipt of such notice to name its arbitrator, said arbitrator may be appointed by the American Arbitration Association, which shall designate said appointment from the CPR Panel of Distinguished Neutrals, or other similar body of competent neutral arbitrators which may be agreed upon between the Parties, upon application by either Party after ten (10) days' written notice to the other Party. The two arbitrators so chosen shall select one additional arbitrator to complete the board. If the arbitrators so chosen

fail to agree upon an additional arbitrator, the same shall, upon application of a Party, be appointed by the American Arbitration Association in the same manner hereto before stated above.

- 14.3 Upon selection of the arbitrator(s), said arbitrator(s) shall, with reasonable diligence, determine the questions as disclosed in said notice of arbitration, shall give both Parties reasonable notice of the time and place (of which the arbitrator(s) shall be the judge) of hearing evidence and argument, may take such evidence as the arbitrator(s) shall deem reasonable or as either Party may submit with witnesses required to be sworn, and hear arguments of counsel or others. If an arbitrator declines or fails to act, the Party (or Parties in the case of a single arbitrator) by whom the arbitrator was chosen or the American Arbitration Association, as the case may be, shall appoint another to act in the arbitrator's place.
- 14.4 After considering all evidence, testimony and arguments, said single arbitrator or the majority of said board of arbitrators shall promptly state such decision or award and the reasoning for such decision or award in writing which shall be final, binding, and conclusive on all Parties to the arbitration when delivered to them. The award rendered by the arbitrator(s) may be entered as a judgment in any court in the United States of America having jurisdiction thereof and enforced as between the Parties without further evidentiary proceeding, the same as entered by the court at the conclusion of a judicial proceeding in which no appeal was taken. Until the arbitrator(s) shall issue the first decision or award upon any question submitted for arbitration, performance under this Lease shall continue in the manner and form existing prior to the rise of such question. After delivery of said first decision or award, each Party shall forthwith comply with said first decision or award immediately after receiving it.
- 14.5 Each Party to the arbitration shall pay all compensation, costs, and expenses of the arbitrator appointed in its behalf and all fees and expenses of its own witnesses, exhibits, and counsel. The compensation, cost, and expenses of the single arbitrator or the additional arbitrator in the board of arbitrators shall be paid in equal shares by all Parties to the arbitration.
- 14.6 The Parties may obtain discovery and offer evidence in accordance with the Federal Rules of Civil Procedure Rules 26 - 37, and Federal Rules of Evidence, as each may be amended from time to time.

15. **SEVERABILITY**

The Parties agree that if any part, term or provision of this Construction Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the

remainder of the Construction Agreement remaining valid and enforceable to the extent reasonably practical.

16. CHOICE OF LAW AND VENUE

This Construction Agreement shall be construed under the laws of the State of Michigan, exclusive of its choice of law rules. Venue for any action arising under this Construction Agreement shall be in the Judicial Sixth Circuit for the County of Oakland in the State of Michigan.

17. NO INDEPENDENT CONTRACTOR OR POTENTIAL INDEPENDENT CONTRACTOR RELATIONSHIP

The Parties, Michigan, its political subdivisions, and the federal government shall not be considered independent contractors or potential independent contractors of each other with respect to any such funds or property.

18. FORCE MAJEURE

18.1 If the performance of any part of this Construction Agreement by either Party or their respective Contractor(s)/Consultant(s) is prevented, hindered or delayed by reason of a Force Majeure Event the affected Party shall be excused from such performance to the extent that it is necessarily prevented, hindered or delayed thereby, during the continuance of any such happening or event, and this Construction Agreement shall be deemed suspended so long as, and to the extent, that any such cause prevents or delays its performance. The obligation of a Party to pay the other Party any monies due and owing under this Construction Agreement may not be avoided or delayed by any claim of Force Majeure Event.

a. Force Majeure means any change in local, state or federal statutes, rules or regulations, orders or acts of any governmental body, fire, storm, flood, war, rebellion, acts or threats of terrorism, riots, strikes, acts of God, vandalism, breakage or failure of machinery or equipment, inability to obtain materials or equipment or the authority to use the same, all for reasons beyond the control of any Party hereto, which as the effect of preventing or impeding that party from timely or properly performing its obligations under this Construction Agreement.

18.2 The Party claiming to be affected thereby shall give written notice to the other Party within a reasonable time after the happening thereof of the nature and extent of any Force Majeure Event claimed to exist and the terms and conditions of Section 18.1 shall not become operative unless such notice has been given.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute and deliver this Construction Agreement.

GRAND TRUNK WESTERN RAILWAY COMPANY

By: _____
Paul E. Ladue
Region Director Contracts & Administration

Date: _____

CITY OF TROY

By: _____
Printed: Dane Slater
Title: Mayor
Date: _____

By: _____
Printed: M. Aileen Bittner
Title: Clerk
Date: _____

EXHIBIT A
OVERVIEW OF PROJECT

1 Introduction

Overview - The Michigan Department of Transportation (MDOT) and the City of Troy, Michigan propose to build a new Multi-Modal Transit Facility to replace the existing railroad station in adjacent Birmingham, Michigan. This project is funded through the American Recovery and Reinvestment Act (ARRA). Amtrak will operate this unmanned (i.e. no ticket office) facility. The facility will include a small station with waiting area and toilet facilities; vertical circulation and enclosed bridge to get passengers over the tracks; a rail platform with warming shelters; entry plaza; bus drop-off and bus shelters. Parking will be provided at the adjacent city lot that will be partially modified to address the new station. Improvements to Doyle Street will be made to accommodate bus traffic. Minimal landscaping will be provided. No improvements to the Canadian National Railway tracks, rail roadbed nor signals will be part of this project. The Birmingham station will be removed as part of this project.

History – The City of Troy, Oakland County, Michigan is located approximately fifteen miles north of downtown Detroit. Troy is a planned stop on the federally designated Chicago-Detroit high-speed intercity passenger rail corridor. The proposed Troy Multi-Modal Transportation Facility (MMTF) will replace the Birmingham Amtrak station, which is located approximately 0.2 miles to the north. The MMTF is served by the Amtrak *Wolverine*, which provides three round trips daily between Pontiac, MI and Chicago, IL.

The existing Birmingham station inadequately serves Amtrak users because of limited parking and shelter for waiting passengers, a lack of direct access from Troy's nearby airport, and no opportunity for intermodal connectivity with buses, taxis or shuttles. The existing station consists of a platform with a semi-enclosed shelter adjacent to the tracks, and has only four (4) parking spaces dedicated for users of the station, which is not sufficient for the current ridership.

To address these issues, the City of Troy and the Michigan Department of Transportation (MDOT) plan to build a new multi-modal transportation facility on City-owned property. The Troy MMTF is located along a much-used roadway between a popular retail development and the tracks, and will be a highly visible facility. The Troy MMTF is easily accessible from both Coolidge Highway to the east and Maple Road to the north. The Troy MMTF provides easy access to the many international corporations, over 6,000 businesses, and daytime population of over 125,000 people located within the 34 square mile City of Troy. The Troy MMTF is one mile south of the City's business core along Big Beaver Road, and is located 0.5 miles west of the Oakland-Troy Airport. The Troy MMTF will provide services for high-speed intercity

passenger rail; regional and intercity bus systems, local shuttles; and auto, taxi, limousine, and airport connectors.

Function - Intercity Passenger Rail Stations consist of platform areas, where passengers walk to and from trains and where passengers wait to board trains; waiting and ticketing facilities; and transition plazas that facilitate movement of passengers between platform areas and parking areas or other modes of transportation. The design of stations must coordinate with the design of bus, kiss-n-ride, park-n-ride, pedestrian, and bike access. Although each station is unique in its design and site constraints, there are specific design parameters that must be followed in order to achieve the best functional outcome.

In particular, the Troy MMTF includes a 136 space parking lot, waiting facility with restrooms, platform with heated shelters, and enclosed pedestrian bridge over the tracks connecting the waiting facility and the platform area. The Troy MMTF will serve as a hub for the Suburban Mobility Authority for Regional Transportation (SMART), with all 18 of their Troy and Birmingham bus routes being coordinated through the facility.

Station Design Criteria -This document shall supply the project stakeholders with background information on design decisions that will be applied to the construction of the Troy Multimodal Transit Facility. Multiple resources are available for the design of new passenger rail stations. These resources guide the design process, however they do not preclude the need for good engineering judgment where design guidelines are conflicting or not detailed enough for project-specific applications. This report will document the recommendations for each design element, detail the alternatives considered for each design element and explain why the recommendation was made.

Project Participants

Stakeholders

- City of Troy, Michigan
- Michigan Department of transportation (MDOT)
- Federal Rail Administration (FRA)
- Amtrak
- Canadian National Railway
- Southeast Michigan Council of Governments (SEMCOG)
- Suburban Mobility Authority for Regional Transportation (SMART)

Design Team

- Hubbell, Roth & Clark, Inc – Civil, Structural, Traffic & Electrical Engineering
- Neumann/Smith Architecture – Architect of Record

- **Quandel Consultants, LLC – Rail Track and Rail Station Consultant**
- **Grissim Metz Andriese Associates – Landscape Architecture**
- **HH Engineering, Ltd – Structural Engineering**
- **EAM Engineers, Inc - Mechanical & Plumbing Design**
- **Schleede Hampton Associates, Inc - Geotechnical Engineering**
- **Somat Engineering, Inc – Environmental Consultant/Due Care Plan**

Construction Manager

- **Tooles/Clark**

2 Design Standards

The design of platforms and stations will adhere to the most recent federal, state, and local codes and standards. Recommended practices and procedures can be found in the following documents:

- 2010 Americans with Disabilities Act (ADA)
- 2004 Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)
- Americans with Disabilities Act Accessibility Guidelines for Transportation Vehicles
- American Association of State Highway and Transportation Officials (AASHTO) - Standard Specifications for Highway Bridges
- AASHTO - Standard Specifications for Structural Supports for Highway Signs, Luminaries, and Traffic Signals
- American Railway Engineering and Maintenance Association (AREMA)
- American Society of Civil Engineers (ASCE/SEI 7-10)
- American Institute of Steel Construction (AISC)
- American Welding Society (AWS)
- American Concrete Institute (ACI)
- American Society for the Testing of Materials (ASTM)
- Amtrak Engineering Standard Design Practice (SDP)
- FHWA - Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)
- 2009 Michigan Building Code
- 2009 Michigan Plumbing Code
- 2009 Michigan Mechanical Code
- 2008 Electrical Code Rules – Part 8, Incorporating the 2008 Edition of the National Electric Code
- 2009 Michigan Uniform Energy Code
- 2006 International Fire Code (As adopted by the Troy Fire Department)
- Michigan Department of Transportation (MDOT) - Standard Specifications for Construction
- MDOT Guidelines for Plan Preparation, Road Sample Plans
- MDOT Road and Bridge Standard Plans
- MDOT Road Design Manual
- MDOT Drainage Manual
- National Bureau of Standards
- National Electric Safety Code (NESC)
- American National Standards Institute (ANSI)
- National Fire Protection Association (NFPA) including NFPA 130 and 101
- National Railroad Passenger Corporation (Amtrak) Design Standards

- **Local jurisdictional codes, requirements and ordinances, as applicable**
- **Passenger Station Requirements on Canadian National (CN)**

Individual sections of these criteria may also define additional code requirements.

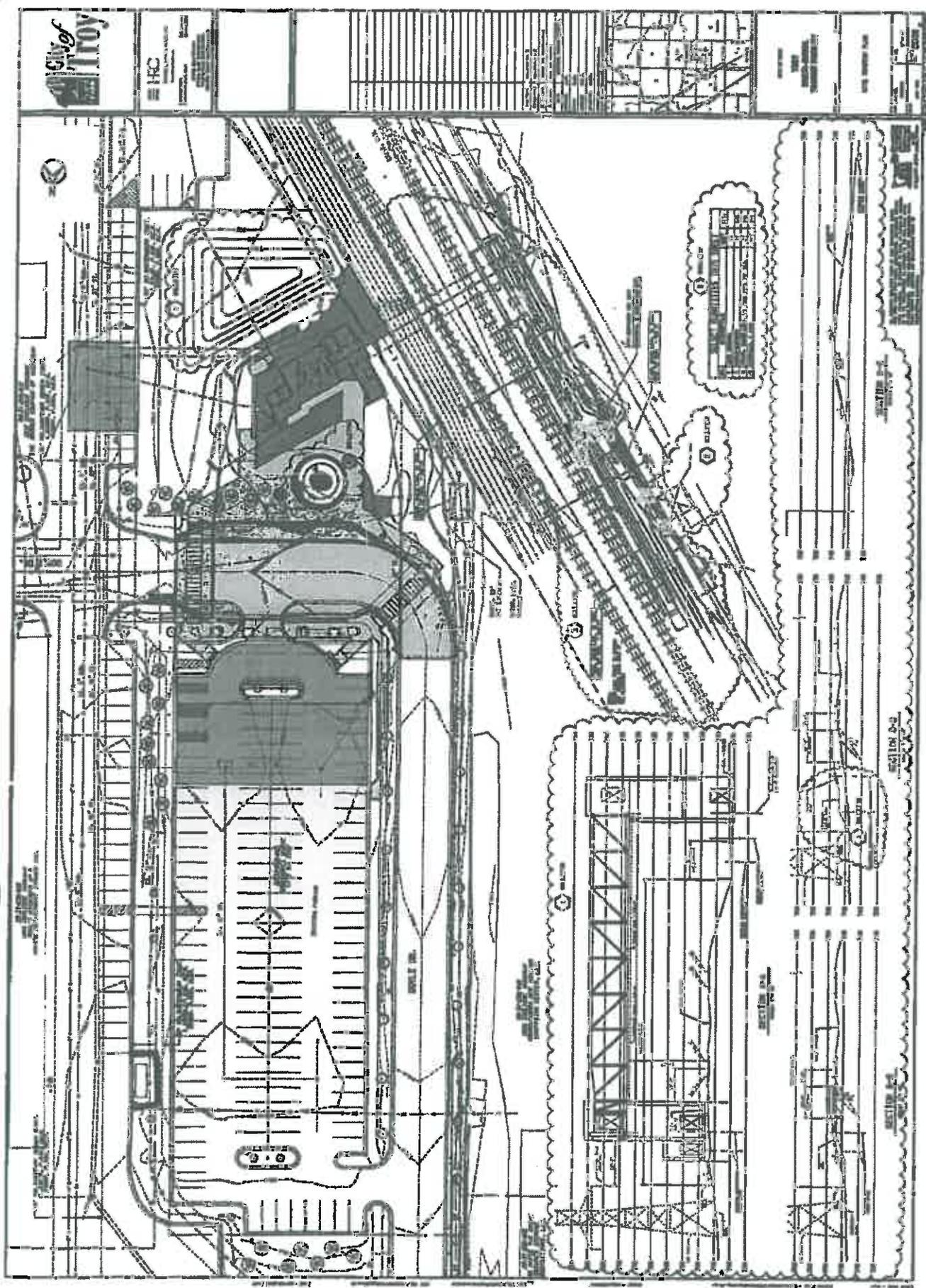
EXHIBIT B

DETAILED ENGINEERING PLANS

(B)

Exhibit A

Cashmere



CITY of TROY

IHC

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SECTION 2-3

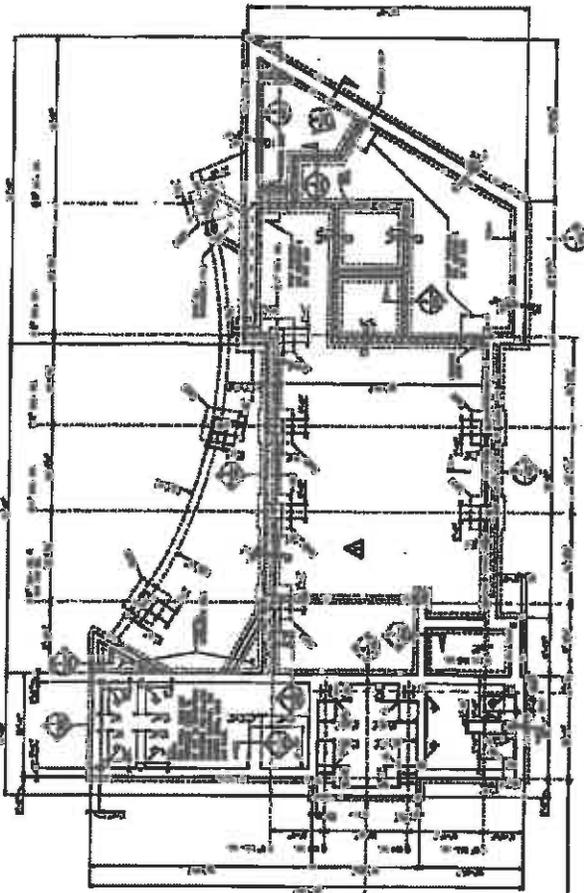
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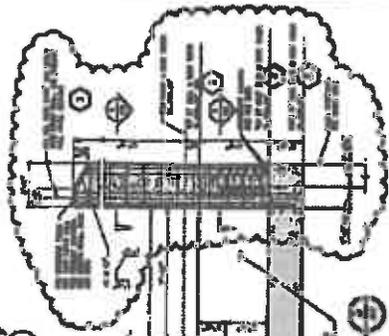
HRC
 HUMAN RESOURCE CENTER
 1000 W. WASHINGTON ST.
 TROY, MI 48060-1000
 (313) 486-1000



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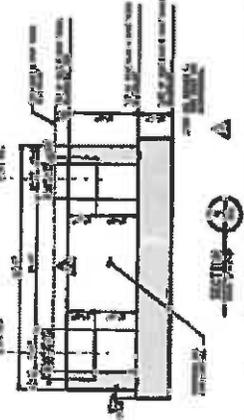
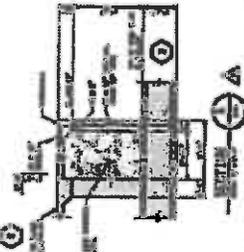
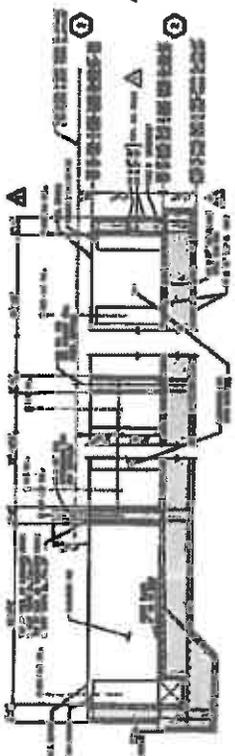


EAST ELEVATION, SECOND AND THIRD FLOOR - PROPOSED PLAN

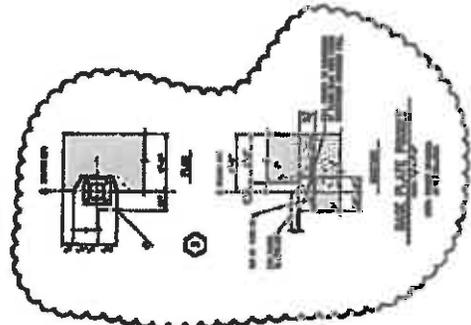
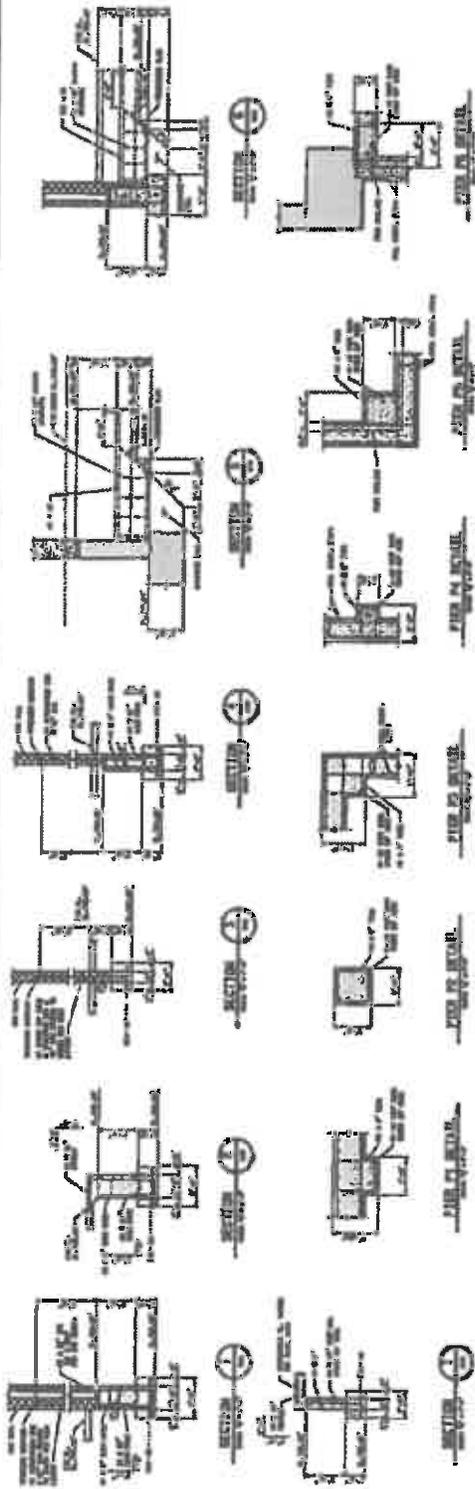


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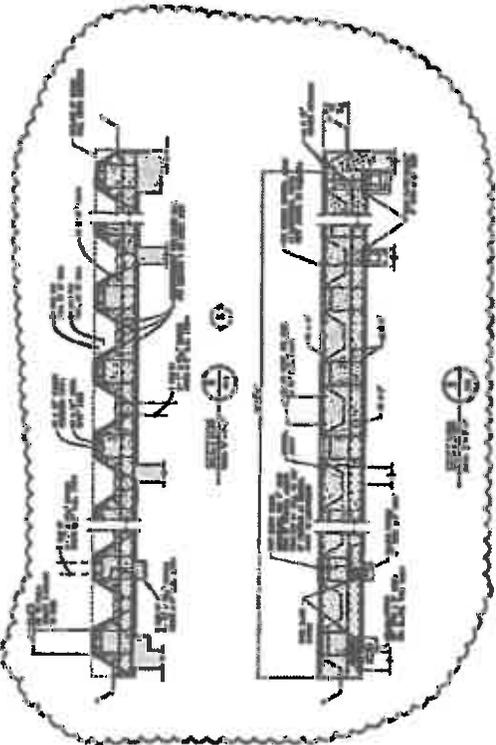
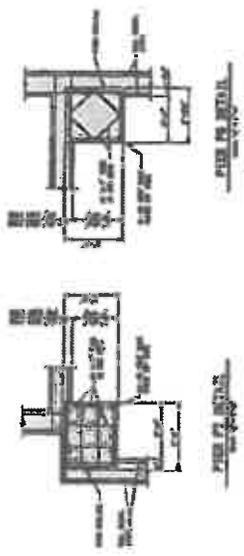
EAST ELEVATION, FIRST FLOOR - PROPOSED PLAN



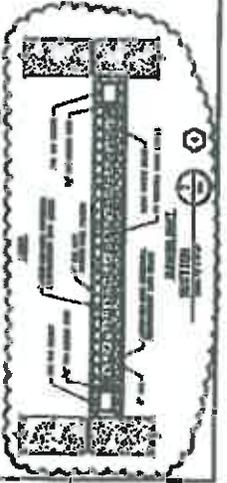
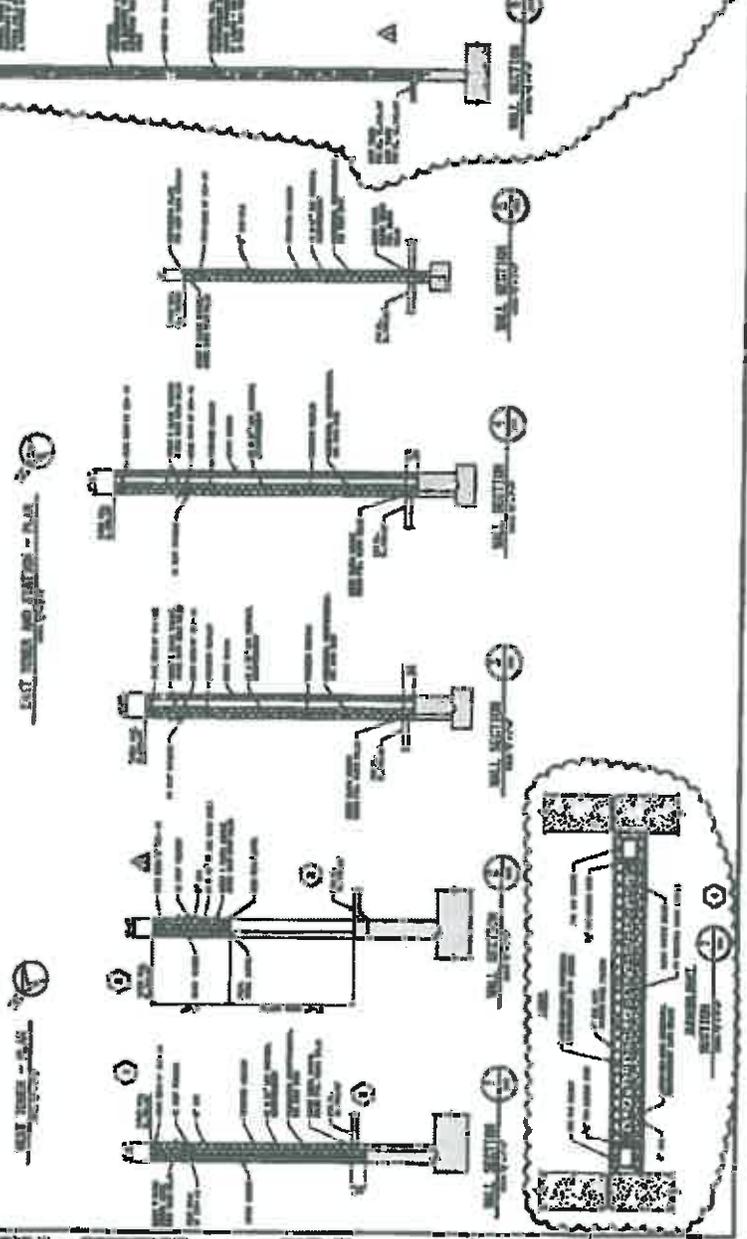
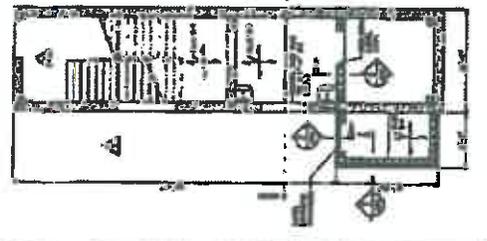
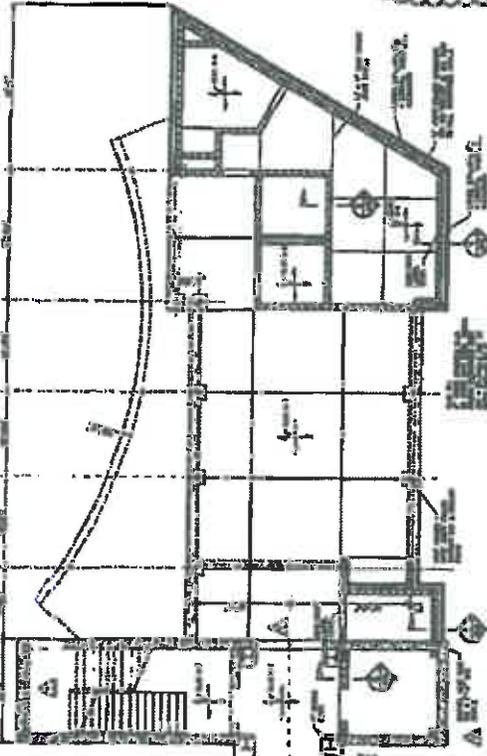
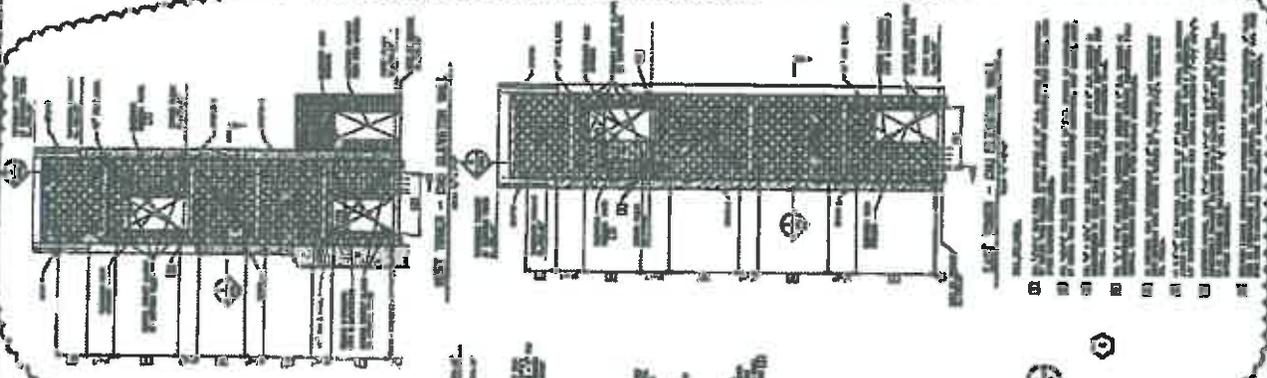
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Checker	J. J. ...
Engineer	J. J. ...



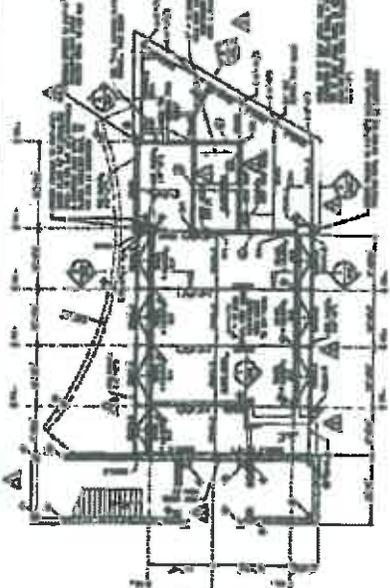
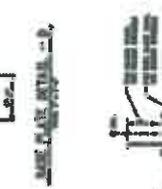
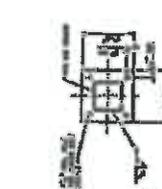
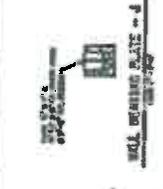
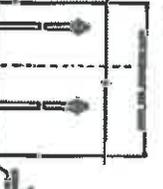
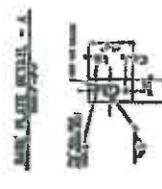
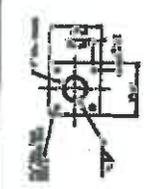
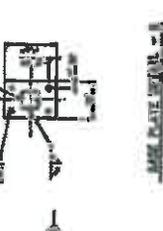
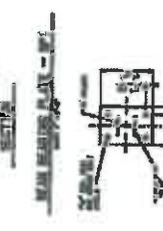


H.C.
 H.C. & SONS
 100 N. 10th St.
 Troy, N.Y.

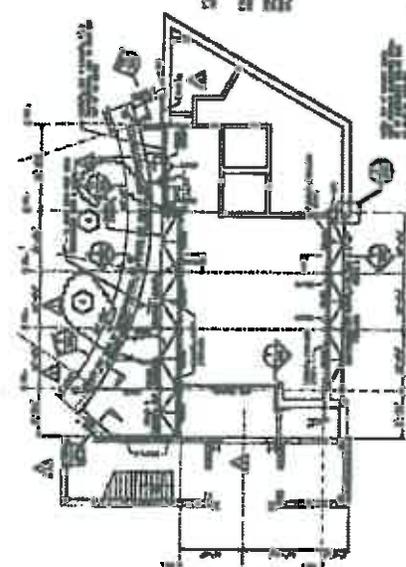


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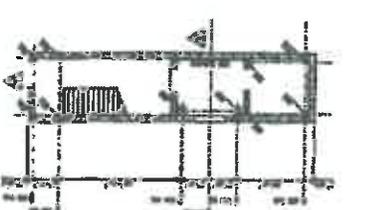
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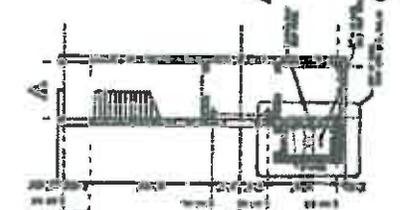
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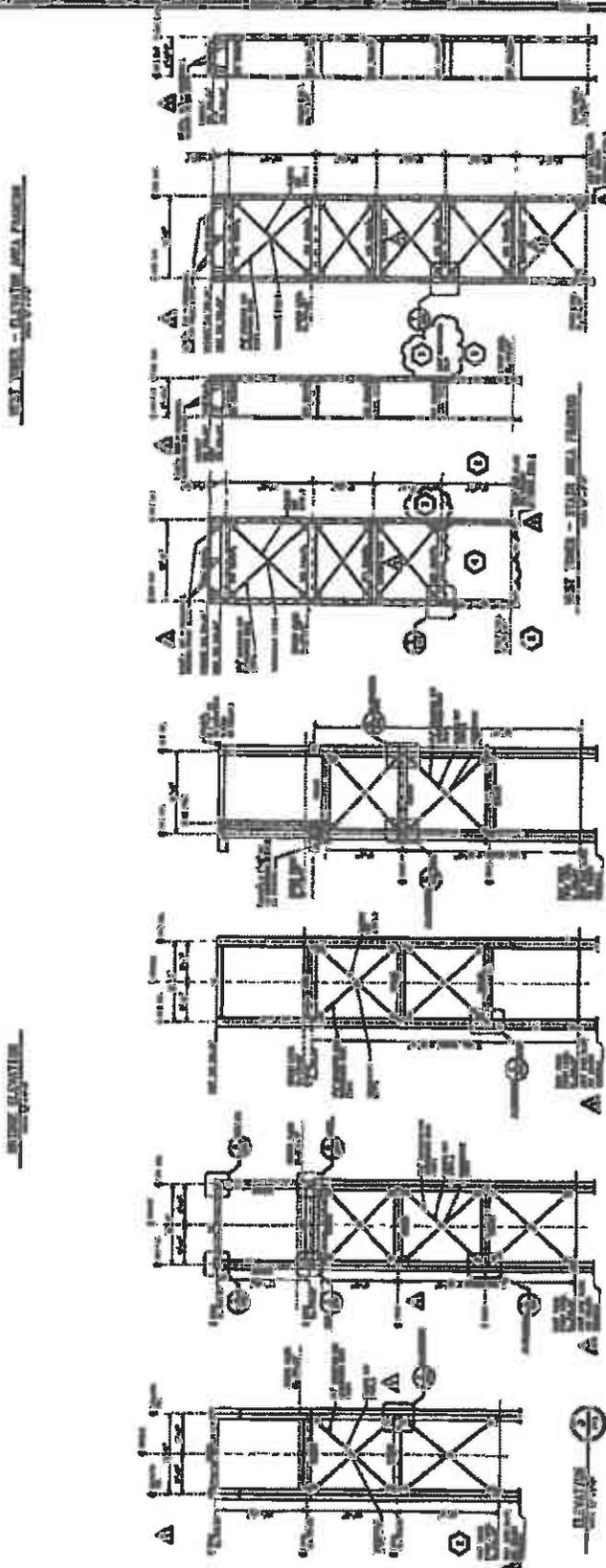
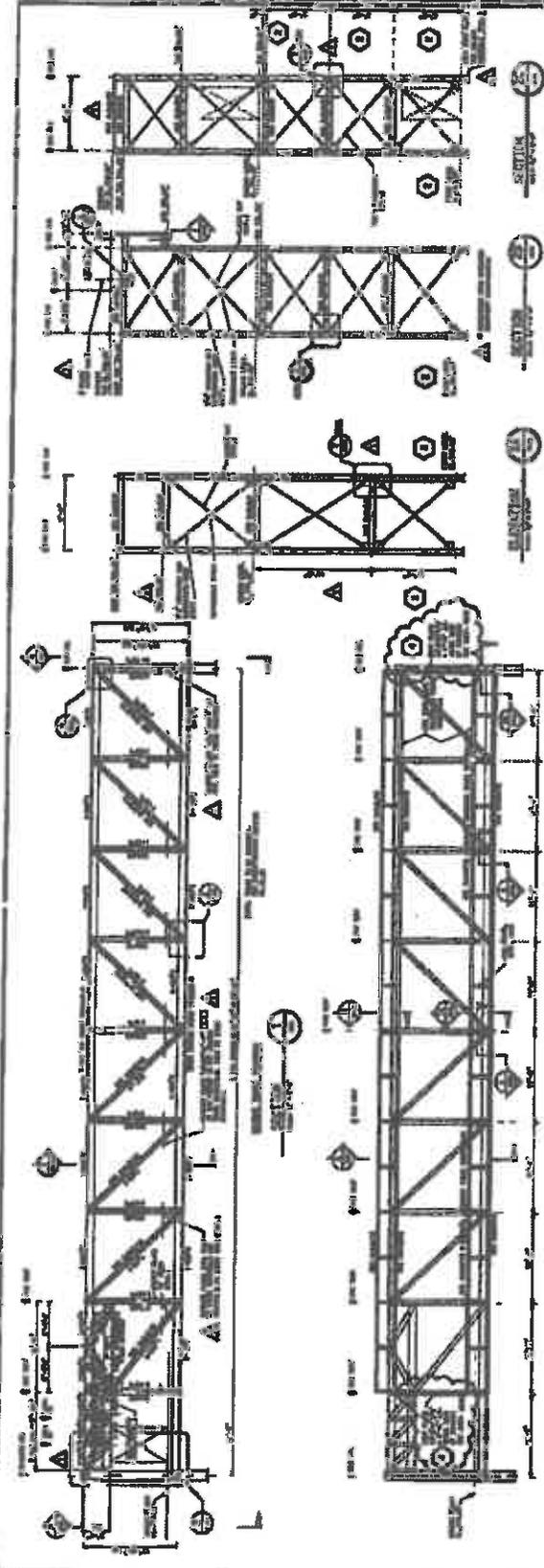
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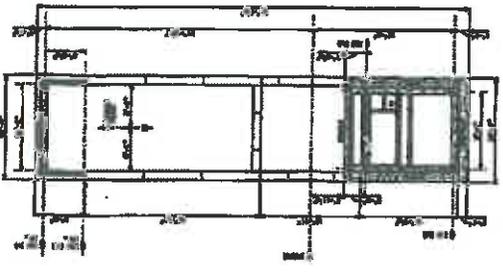


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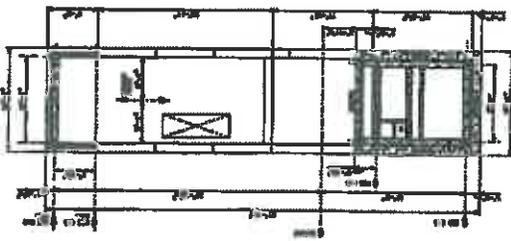
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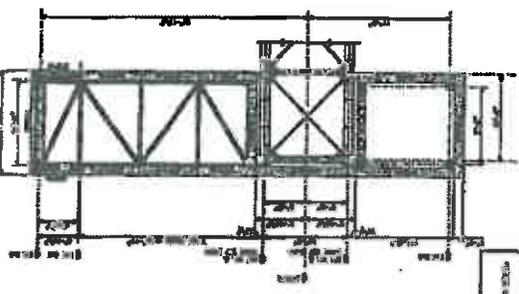




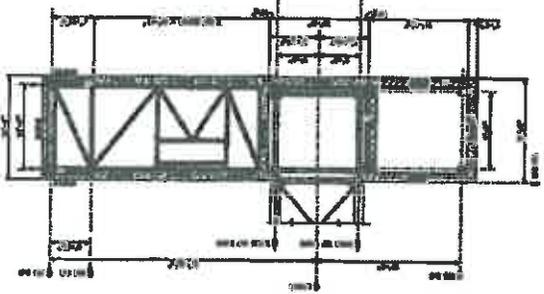
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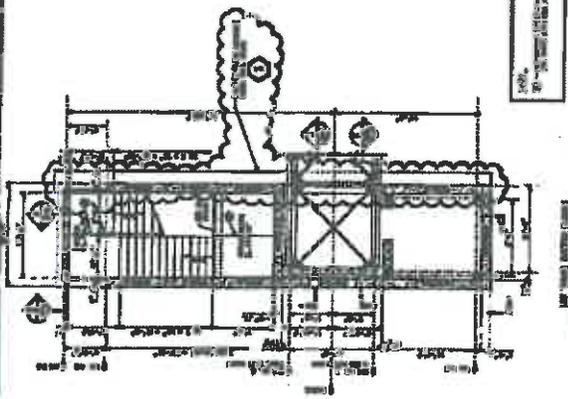
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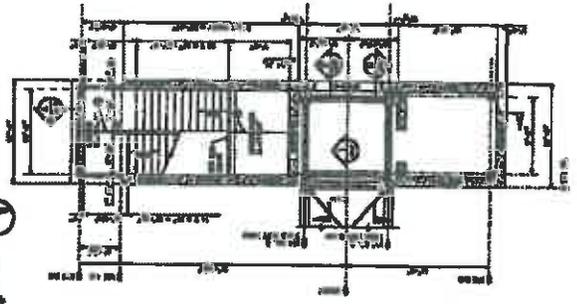
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REINFORCED CONCRETE



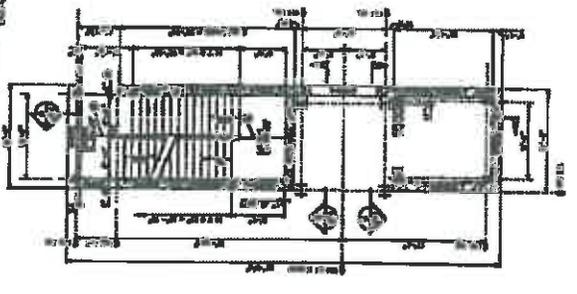
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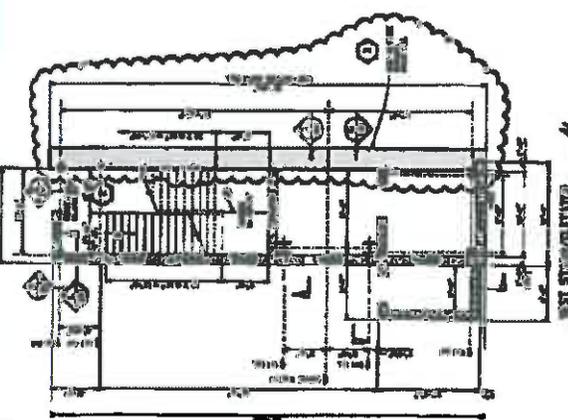
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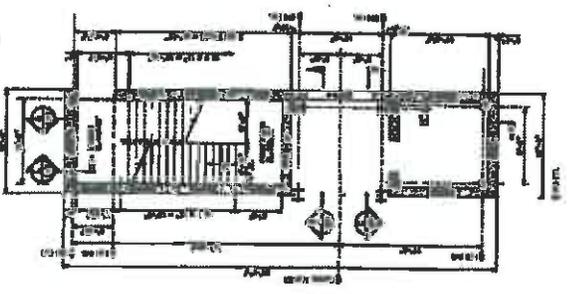
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REINFORCED CONCRETE



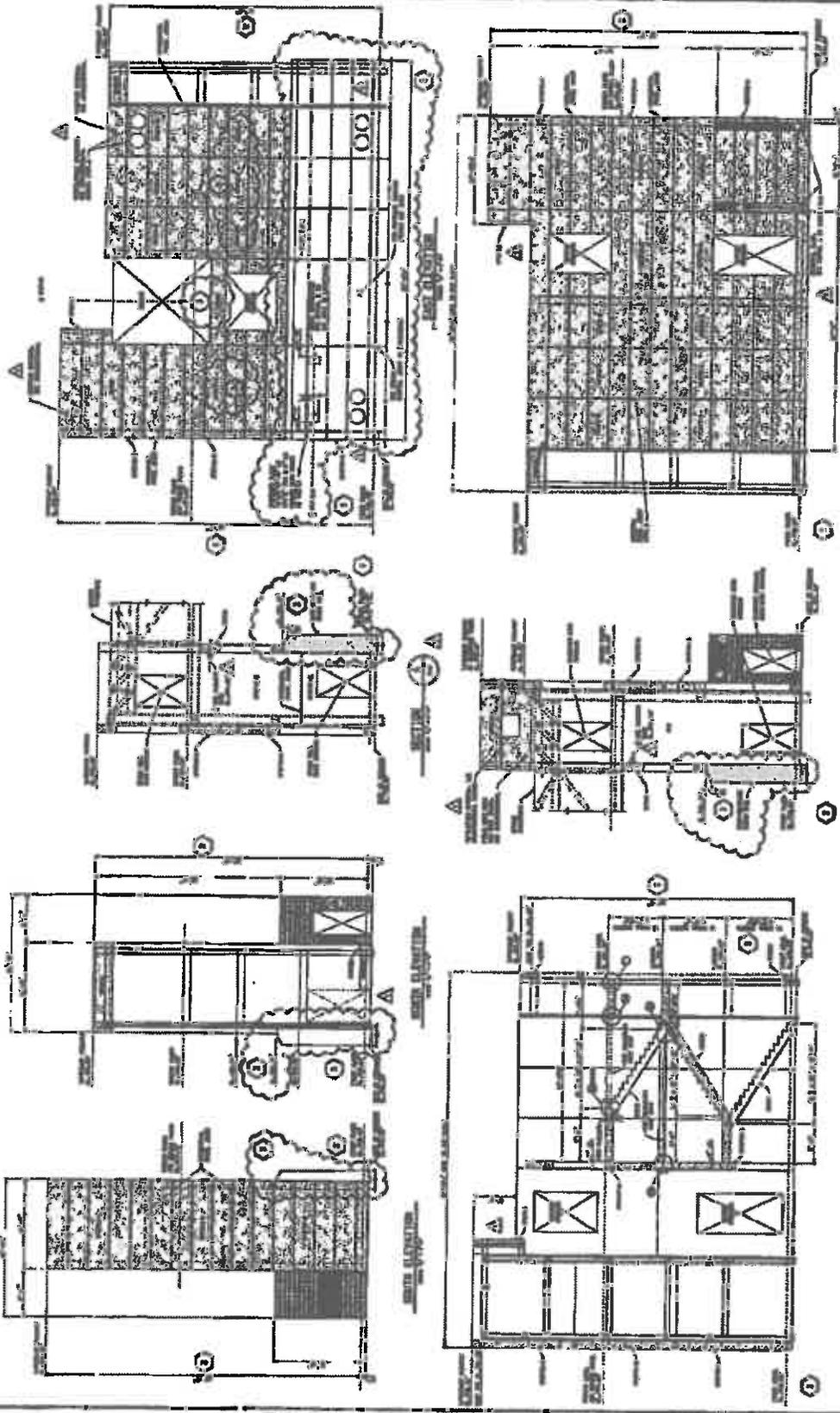
SECTION 7
EAST SIDE WALL
REINFORCED CONCRETE



SECTION 8
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REINFORCED CONCRETE



SECTION 9
EAST SIDE WALL
REINFORCED CONCRETE



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- 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
- 2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
- 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.

SEE PLAN FOR
 ALL DIMENSIONS

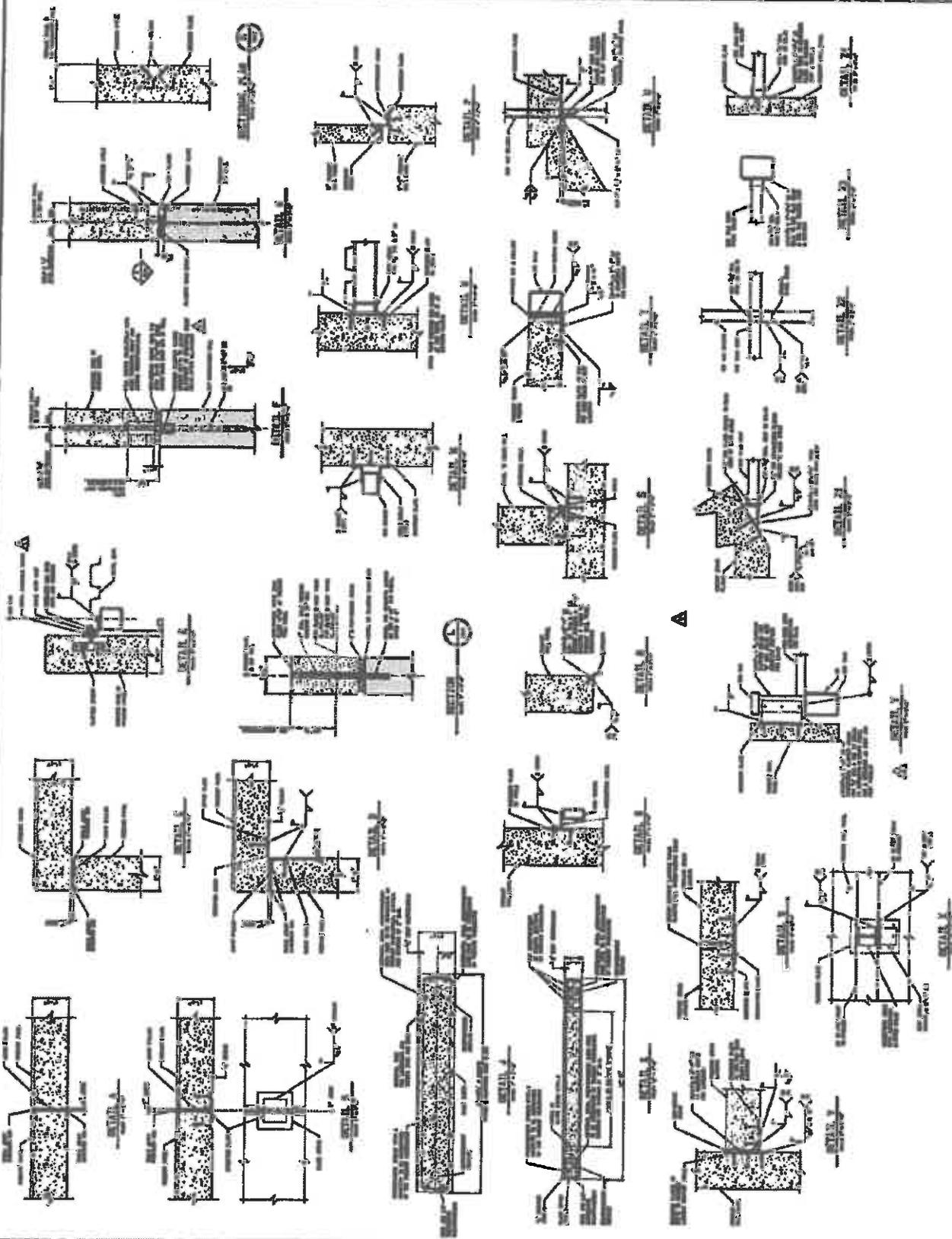


EXHIBIT C
RIGHT OF ENTRY

RIGHT OF ENTRY AGREEMENT

The Grand Trunk Western Railroad Company (hereinafter referred to as the Railroad Company) hereby grants to Tooles Contracting Group LLC / Clark Construction Company (hereinafter called the Licensee) license and permission, at the Licensee's sole cost, risk and expense, to enter the Railroad Company's property in the vicinity of MP 17.4 and MP 17.8 Holly Subdivision, for the purpose of constructing an enclosed bridge over the two rail lines with a stair/elevator tower and loading platform on the Birmingham side and a new station, stair and elevator tower on the Troy side and demolition and removal of the existing Birmingham station / platform.

Licensee shall pay to Railroad Company upon execution of this letter agreement the sum of \$ 750 to cover preparation and administration of this agreement/for the privilege granted. The aforesaid sum is not refundable in the event Licensee elects not to enter upon Railroad Company's property or in the event Railroad Company elects to terminate this license for any reason whatsoever.

The Licensee shall not enter the Railroad Company's premises for the purpose as set forth above without having first given the Railroad Company's Engineering Superintendent or his authorized representative at least three (3) days' advance notice of the date the Licensee plans to commence the work.

Railroad Company shall have the right, but not the duty, to require Licensee to furnish detailed plans prior to entry upon the said premises and to view and inspect any activity or work on Railroad Company's property. If in the sole opinion of the authorized representative of the Railroad Company any said activity or work is undesirable for any reason, Railroad Company shall have the right to terminate this agreement and Licensee's license and permission at once. All work to be done shall be approved by Railroad Company's Engineering Superintendent prior to commencing work.

Railroad Company shall have the right, but not the duty, to restrict Licensee's activity on Railroad Company's property in any way that Railroad Company may, in its sole opinion, deem necessary from time to time and shall also have the right, but not the duty, to require Licensee to adopt and take any safety precautions that Railroad Company may, in its sole opinion, deem necessary from time to time. No work shall be performed or equipment located within twenty five feet (25') of the centerline of the nearest railroad track, except as specifically approved by Railroad Company's Engineering Superintendent or his duly authorized representative, and then only when appropriate Railroad Company supervisory personnel and/or flagmen are present.

The Railroad Company may, at the Licensee's sole cost and expense, furnish whatever protective services it considers necessary, including, but not limited to, flagmen, watchmen and inspectors.

As a consideration and as a condition, without which this license would not have been granted, the Licensee agrees to indemnify the Railroad Company in accordance with the terms of "Exhibit A – Indemnity" attached hereto and made a part hereof.

Licensee shall furnish Railroad Company with a policy or policies of insurance acceptable to Railroad Company naming the Railroad Company as an insured party and protecting the Railroad Company against any and all liability for personal injury (including death) or property damage directly or indirectly resulting from the granting or exercise of this license and that said insurance be primary as it relates to this contract. Such insurance shall have a minimum combined single limit of \$5 million per occurrence with an aggregate limit of \$10 million and the insurance policy or policies must be furnished to and approved by Railroad Company prior to entry by Licensee upon Railroad Company's property.

Licensee shall complete all necessary registration procedures with www.grailsafe.com prior to entry onto Railroad's property. Licensee employees and agents shall successfully complete training for Railroad safety and Railroad security awareness www.contractororientation.com and a mandatory background check prior to entry on Railroad property. Licensee's employees and agents shall qualify for, and make available for inspection to Railroad employees or other authorized personnel at all times while on railroad property, a photo identification issued by www.grailsafe.com along with at least one other form of government issued form of identification. Licensee shall bear cost of compliance with all the requirements. Railroad reserves the right to bar any Licensee's employees or agents from Railroad property at anytime for any reason.

Railroad Company's exercise or failure to exercise any rights under this agreement shall not relieve Licensee of any responsibility under this agreement, including, but not limited to, the obligation to indemnify Railroad Company as herein provided.

Cost and expense for work performed by Railroad Company, as referred to in this agreement, shall consist of the actual cost of labor and materials plus Railroad Company's standard additives in effect at the time the work is performed.

This license is revocable at the option and discretion of the Railroad Company upon advance notice to the Licensee and shall not be transferred or assigned. Unless sooner revoked by the Railroad Company, extended by written agreement or relinquished by act of Licensee, this license and permission shall terminate November 30, 2013.

Upon termination of this license, the Licensee shall remove all of its property, leaving the Railroad Company's premises in a neat and safe condition satisfactory to the Railroad Company's Engineering Superintendent or his authorized representative, failing in which the Railroad Company may do so at Licensee's sole cost, risk and expense.

Please indicate your acceptance in the space provided below and return both copies of this letter. A fully executed copy will be transmitted to you for your permanent files.

Sincerely,

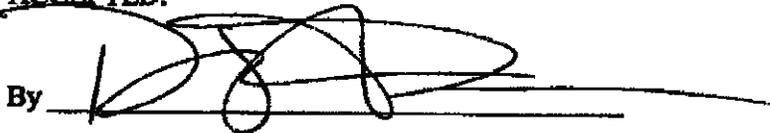
Grand Trunk Western Railroad Company

By 

Title Manager of Public Works

Date 11/1/12

ACCEPTED:

By 

Print Damon V. Toolles

Title President and CEO

Date 10/2/12

EXHIBIT "A"

INDEMNITY

Licensee agrees to indemnify and save harmless Railroad Company, its parent, affiliates, and their directors, officers, employees and agents and to assume all liability for death or injury to any persons, including, but not limited to, officers, employees, agents, patrons and licensees of the parties hereto, and for all loss, damage or injury to any property, including, but not limited to, that belonging to the parties hereto, together with all expenses, attorneys' fees and costs incurred or sustained by Railroad Company, whether in defense of any such claims, demands, actions and causes of action or in the enforcement of the indemnification rights hereby conferred, in any manner or degree caused by, attributable to or resulting from the exercise of the rights herein granted, or the failure of the Licensee to conform to conditions of this license, work performed by the Railroad Company for the Licensee under the terms of this license or the construction, maintenance, repair, renewal, alteration, change, relocation, existence, presence, use, operation or removal of any structure incident thereto, or from any activity conducted on or occurrence originating on the area covered by this agreement, regardless of any negligence of Railroad Company, its officers, employees and agents. Said Licensee agrees also to release, indemnify and save harmless Railroad Company, its officers, employees and agents from all liability to Licensee, its officers, employees, agents or patrons, resulting from railroad operations at or near the area in which the license is to be exercised, whether or not the death, injury or damage resulting therefrom may be due to whole or in part to the negligence of the Railroad Company, its officers, employees or agents. At the election of Railroad Company, the Licensee, upon notice to that effect shall assume or join in the defense of any claim based upon allegations purporting to bring said claim within the coverage of this section.



CITY COUNCIL AGENDA ITEM

Date: April 3, 2013

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic & Community Development
Carol Anderson, Recreation Director

Subject: Agenda Item – Dog Park Day Ordinance Waiver

History

The Troy Recreation Department would like to conduct a one-day event where dogs would be allowed off leash at Sylvan Glen Lake Park. This “dog park day” would be held on Saturday, June 8 (rain day: June 9).

In the parks and recreation master plan survey, a dog park was the second most requested facility behind trails. It is anticipated that this will be a fun community event where dog owners could meet and socialize.

Participants would be required to register and show proof of vaccination.

The Troy City Code Chapter 26 Section 15 states that dogs when allowed in parks must be leashed.

Recommendation

It is recommended that Ordinance 26.15 be waived to allow dogs to be off leash at Sylvan Glen Lake Park for this one-day event.

Pastor Dan Lewis from Troy Christian Chapel performed the Invocation. The Pledge of Allegiance to the Flag was given.

A. CALL TO ORDER:

A Regular Meeting of the Troy City Council was held on Monday, March 18, 2013, at City Hall, 500 W. Big Beaver Rd. Mayor Slater called the meeting to order at 7:32 PM.

B. ROLL CALL:

Mayor Dane Slater
Wade Fleming
Dave Henderson
Ed Pennington
Doug Tietz

Resolution #2013-03-060

Moved by Fleming

Seconded by Tietz

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of Council Member Campbell and Council Member McGinnis at the Regular City Council Meeting of March 18, 2013, due to being out of the county.

Yes: Slater, Fleming, Henderson, Pennington, Tietz

No: None

Absent: Campbell, McGinnis

MOTION CARRIED

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 Transit Center Status Report – March, 2013 (*Presented by: Steve Vandette, City Engineer*)

C-2 Troy Nature Society Presentation (*Introduced by: Carol Anderson, Recreation Director*)

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:

- E-1** Rezoning Application (File Number Z 742) - Proposed 1071 Villa Park (part of Parcel ID #88-20-02-301-010), East Side of Rochester Road, South of South Boulevard, Section 2, From R-1D (One Family Residential) District to RT (One-Family Attached Residential) District

[CLICK HERE](#) to view the Resolution Attachment - *Rochester Villas Proposed Rezoning Sketch and Description of the Proposed Rezoning*

The Mayor **OPENED** the Public Hearing for public comment.

The Mayor **CLOSED** the Public Hearing after receiving no comment from the public.

Resolution #2013-03-061

Moved by Fleming

Seconded by Henderson

WHEREAS, The City is in receipt of a rezoning request, from R-1D to RT, File Number Z-742, as demonstrated by the Ordinance to amend Chapter 39 of the Code of the City of Troy and as illustrated in the attached Rochester Villas Proposed Rezoning Sketch and Description of Proposed Rezoning.

THEREFORE BE IT RESOLVED, That the proposed rezoning from R-1D to RT is hereby **APPROVED**.

BE IT FINALLY RESOLVED, That the Zoning District Map is hereby **AMENDED**.

Yes: Fleming, Henderson, Pennington, Tietz, Slater

No: None

Absent: McGinnis, Campbell

MOTION CARRIED

F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA:

Reinhardt, Marv	Spoke about the Transit Center and other various topics.
Cherasaro, Nicholas	Spoke about the Transit Center.

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

Council Member Henderson spoke about the bid process and J-4d.

H. POSTPONED ITEMS:

- H-1** Liquor Violation Hearing - National Coney Island, Inc. (dba: National Coney Island) – Postponed from February 20, 2013 Liquor Violation Hearings

The Mayor **OPENED** the Public Hearing. The Mayor **CLOSED** the Public Hearing after receiving comment from Lisa Hamameh and Dan Roma, representing National Coney Island.

a) Resolution Recommending Renewal of Liquor License

Resolution #2013-03-062
Moved by Tietz
Seconded by Fleming

WHEREAS, The City of Troy scheduled and held a hearing on February 20, 2013, as allowed under State Law and the City of Troy Ordinances, Chapter 101, and also the Liquor License Agreement between the licensee and the City, to review the following alleged violation:

Name: National Coney Island, Inc. (dba: National Coney Island)
Address: 3364 Rochester Rd., 48084
License No: Class C Resort (41187-2012)
Violation: **SALE TO MINOR (Compliance Test) on November 13, 2012;** and

WHEREAS, After due notice, the licensee was given the opportunity to review this cited infraction, and an opportunity to confront witnesses and/or statements of accusers while in the presence of this City Council, sitting as a hearing body on Wednesday, February 20, 2013 and was postponed to Monday, March 18, 2013;

NOW, THEREFORE, BE IT RESOLVED, That as a result of this hearing, the Troy City Council has been **PERSUADED** that the alleged violation did occur at the above referenced licensed establishment;

BE IT FURTHER RESOLVED, That due to the violation at the licensed establishment, the Troy City Council, after due notice, appropriate hearing and deliberations, **RECOMMENDS** renewal of the on premises liquor license for the 2013 license year, with the **STIPULATION** that all serving employees receive TIPS or TAMS or other comparable training acceptable to the Troy Police Department, and that licensee **PRESENT** proof of this training to the Troy Police Department within 90 days of today's date;

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

Yes: Henderson, Pennington, Tietz, Slater, Fleming
No: None
Absent: McGinnis, Campbell

MOTION CARRIED

H-2 Liquor Violation Hearing - Mon Jin Lau, Inc. (dba: Mon Jin Lau) – Postponed from February 20, 2013 Liquor Violation Hearings

The Mayor **OPENED** the Public Hearing. The Mayor **CLOSED** the Public Hearing after receiving comment from from Harold Fried, John Henke and Marshall Chin, representing Mon Jin Lau.

Resolution #2013-03-063
Moved by Slater
Seconded by Henderson

WHEREAS, The City of Troy scheduled and held a hearing on February 20, 2013, as allowed under State Law and the City of Troy Ordinances, Chapter 101, and also the Liquor License Agreement between the licensee and the City, to review the following alleged violation:

Name: Mon Jin Lau, Inc. (dba: Mon Jin Lau)
Address: 1515 E. Maple Rd., 48084
License No: Class C (353-2012)
Violation: **ALLOWED OVERCROWDING & INTOX. PERSONS** on October 31, 2012; and

WHEREAS, After due notice, the licensee was given the opportunity to review this cited infraction, and an opportunity to confront witnesses and/or statements of accusers while in the presence of this City Council, sitting as a hearing body on Wednesday, February 20, 2012 and which was postponed to March 18, 2013;

NOW, THEREFORE, BE IT RESOLVED, That as a result of this hearing, The Troy City Council has been **PERSUADED** that there was a violation of the liquor license at the above referenced licensed establishment as set forth above;

BE IT FURTHER RESOLVED, That due to the violation at the licensed establishment, the Troy City Council, after due notice, appropriate hearing and deliberations, **RECOMMENDS** renewal of the on premises liquor license for the 2013 license year, with the **STIPULATION** that the licensee enter into the attached agreement, as amended, and provide proof of the required TIPS or TAMS or other comparable training to the Troy Police Department within 90 days of today's date.

BE IT FURTHER RESOLVED, That City Council **AUTHORIZES** the Mayor and the City Clerk to enter into the attached agreement, as amended, with Mon Jin Lau to address over-crowding and other issues related to health, safety and public welfare; and shall **ATTACH** a copy to the original Minutes of this Meeting.

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

Yes: Pennington, Tietz, Slater, Fleming, Henderson
No: None
Absent: Campbell, McGinnis

MOTION CARRIED

H-3 Liquor Violation Hearing - Simbad, Inc. (dba: Palm's / Simbad) – Postponed from February 20, 2013 Liquor Violation Hearings

The Mayor **OPENED** the Public Hearing. The Mayor **CLOSED** the Public Hearing after hearing comment from Danny Sura, the prospective new owner.

Resolution #2013-03-064
Moved by Fleming
Seconded by Pennington

WHEREAS, The City of Troy scheduled and held a hearing on February 20, 2013, as allowed under State Law and the City of Troy Ordinances, Chapter 101, and also the Liquor License Agreement between the licensee and the City, to review the following alleged violation:

Name: Simbad, Inc. (dba: Palm’s / Simbad)
Address: 336 John R Rd., 48083
License No: SDM (190650-2012) Class C (190651-2012); and
Violation: **ALLOWED INTOXICATED PERSON TO OPERATE VEHICLE & CONSUMPTION AFTER HOURS; IMPROPER DISPLAY OF LICENSE on December 12, 2012;** and

WHEREAS, After due notice the licensee was given the opportunity to review this cited infraction, and an opportunity to confront witnesses and/or statements of accusers while in the presence of this City Council, sitting as a hearing body on Wednesday, February 20, 2013, and was postponed to Monday, March 18, 2013;

NOW, THEREFORE, BE IT RESOLVED, That as a result of this hearing, the Troy City Council has been **PERSUADED** that there was a liquor license violation on December 12, 2012, as set forth above;

BE IT FURTHER RESOLVED, That due to the violation at the licensed establishment, the Troy City Council, after due notice, appropriate hearing and deliberations, **OBJECTS** to the renewal of the on premises liquor license for the 2013 license year;

BE IT FURTHER RESOLVED, That Troy City Council **RESERVES THE RIGHT** to review this resolution for a subsequent sale and transfer of the liquor license;

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

Yes: Tietz, Slater, Fleming, Henderson, Pennington
No: None
Absent: Campbell, McGinnis

MOTION CARRIED

I. REGULAR BUSINESS:

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

a) Mayoral Appointments: None

b) City Council Appointments

Resolution #2013-03-065
Moved by Fleming
Seconded by Henderson

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

Zoning Board of Appeals

Appointed by Council
7 Regular Members
3 Year Term

Nominations to the Zoning Board of Appeals:

Term Expires: 1/31/2015 David Eisenbacher (Alternate)
Term currently held by: Bruce Bloomingdale (Resigned)

Term Expires: 4/30/2015 Bruce Bloomingdale
Term currently held by: Michael Bartnik (Resigned)

Yes: Slater, Fleming, Henderson, Pennington, Tietz
No: None
Absent: Campbell, McGinnis

MOTION CARRIED

I-2 Board and Committee Nominations: a) Mayoral Nominations – Downtown Development Authority; b) City Council Nominations – None

a) Mayoral Nominations

Resolution #2013-03-066
Moved by Slater
Seconded by Henderson

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

Downtown Development Authority

Appointed by Mayor
13 Regular Members
4 Year Term

Nominations to the Downtown Development Authority:

Term Expires: 09/30/2013 Albert Papa At Large

Term currently held by: Vacancy-Michele Hodges resigned

Yes: Fleming, Henderson, Pennington, Tietz, Slater
No: None
Absent: McGinnis, Campbell

MOTION CARRIED

b) **City Council Nominations: None**

I-3 No Closed Session Requested

I-4 Proposal to Amend Chapter 69 – Precious Metal, Gems and Items (*Introduced by: Keith Frye, Captain*)

Resolution #2013-03-067
Moved by Henderson
Seconded by Fleming

BE IT RESOLVED, That the Troy City Council hereby **APPROVES** the attached proposed amendment to Chapter 69 of the City of Troy Ordinances, as recommended by City Administration, and that a copy of the amendment be **ATTACHED** to the original Minutes of this meeting.

Yes: Henderson, Pennington, Tietz, Slater, Fleming
No: None
Absent: McGinnis, Campbell

MOTION CARRIED

I-5 2012-13 Budget Amendment #2 (*Introduced by: Thomas Darling, Financial Services Director*)

Resolution #2013-03-068
Moved by Pennington
Seconded by Henderson

RESOLVED, That Troy City Council hereby **APPROVES** 2012-13 Budget Amendment No. 2 as submitted, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: Pennington, Slater, Fleming, Henderson
No: Tietz,
Absent: Campbell, McGinnis

MOTION CARRIED

J. CONSENT AGENDA:

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

Resolution #2013-03-069

Moved by Fleming

Seconded by Pennington

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

Yes: Tietz, Slater, Fleming, Henderson, Pennington

No: None

Absent: Campbell, McGinnis

MOTION CARRIED

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

J-2 Approval of City Council Minutes

Resolution #2013-03-069-J-2

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

- a) City Council Special Study Meeting Minutes - March 4, 2013
 - b) City Council Regular Meeting Minutes - March 4, 2013
 - c) City Council Special Study Meeting Minutes – March 11, 2013
-

J-3 No Proposed City of Troy Proclamations

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 1: Award to Low Bidder – Double Shredded Hardwood Mulch and Installation**

Resolution #2013-03-069-J-04a

RESOLVED, That Troy City Council hereby **AWARDS** a one (1) year contract to provide and install Double Shredded Hardwood Mulch with an option to renew for two (2) additional years to the lowest responsible bidder, Parks Services of Troy, MI, at an estimated total one (1) year cost of \$15,500.00 but not to exceed budgetary limitations at unit prices contained in the bid tabulation opened March 11, 2013, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with the contract expiring June 30, 2013;

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

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

Resolution #2013-03-069-J-04b

RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase two (2) 2013 Ford Expeditions and three (3) 2013 Ford Interceptors from Signature Ford Lincoln of Owosso, MI, through the Macomb County Cooperative Purchasing Agreement for an estimated total cost of \$136,425.00.

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

Resolution #2013-03-069-J-04c

RESOLVED, That Troy City Council hereby **AWARDS** a contract to purchase one (1) 2013 Dodge Caravan SE and six (6) 2013 Dodge Chargers for the Police Department from the low total bidder, LaFontaine of Saline, MI, as per the Oakland County Cooperative Bid for an estimated total cost of \$170,733.00.

d) Standard Purchasing Resolution 2: Sole Bidder Meeting Specifications – Vehicle Graphic Materials

Resolution #2013-03-069-J-04d

RESOLVED, That Troy City Council hereby **AWARDS** a two (2) year contract to provide and/or install Vehicle Graphics Materials with an option to renew for two (2) additional years to the sole responsible bidder, Majik Graphics of Clinton Township, MI, at an estimated total of \$21,807.00 but not to exceed budgetary limitations at unit prices contained in the bid tabulation opened March 7, 2013, a copy of which shall be **ATTACHED** to the original Minutes of this meeting,

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

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings: None Submitted

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

L. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA:

Sarotte, Sharon	Spoke about hookah/smoking lounges in the community.
Reinhardt, Marv	Spoke about numerous topics.
Savage, James	Spoke about DTE Energy Solar Currents proposal.

Schepke, Gordon	Spoke about transparency, accountability, and low taxes.
Cherasaro, Nicholas	Spoke about a FOIA request.
Ross, Michael	Spoke about concerns with City Management and City Council.
Chu, Wayne	Spoke of gratitude for qualities that help make Troy a great City: safety, education, and diversity.

M. COUNCIL REFERRALS:

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

M-1 No Council Referrals Advanced

N. COUNCIL COMMENTS:

N-1 No Council Comments Advanced

O. REPORTS:

O-1 Minutes – Boards and Committees: None Submitted

- a) Zoning Board of Appeals-Draft-January 15, 2013
- b) Building Code Board of Appeals-Final-February 6, 2013
- c) Planning Commission-Final-February 12, 2013
- d) Building Code Board of Appeals-Draft-March 6, 2013
Noted and Filed

O-2 Department Reports:

- a) Troy Transit Center Status Report – March, 2013
- b) Building Department Activity Report – February, 2013
Noted and Filed

O-3 Letters of Appreciation

- a) To Mayor and City Council From Michelle D'Souza Regarding Outstanding Service Provided by Mark Miller and Rick Shepler
- b) To Chief Mayer from Doreen Olko, Director of Emergency Services, Auburn Hills PD Regarding Assistance of Troy's Special Investigations Unit – Series of Backflow Preventer Thefts
- c) To Chief Mayer From Doreen Olko, Director of Emergency Services, Auburn Hills PD Regarding Assistance of Troy's Special Investigations Unit – January 15th Attempted Homicide Case
- d) To Chief Mayer From Mrs. Lin Commending the Police Department and the Streets Department
Noted and Filed

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

Noted and Filed

P. STUDY ITEMS:

P-1 No Study Items

Q. CLOSED SESSION:

Q-1 No Closed Session

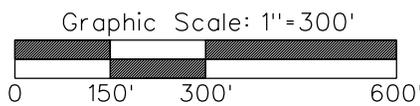
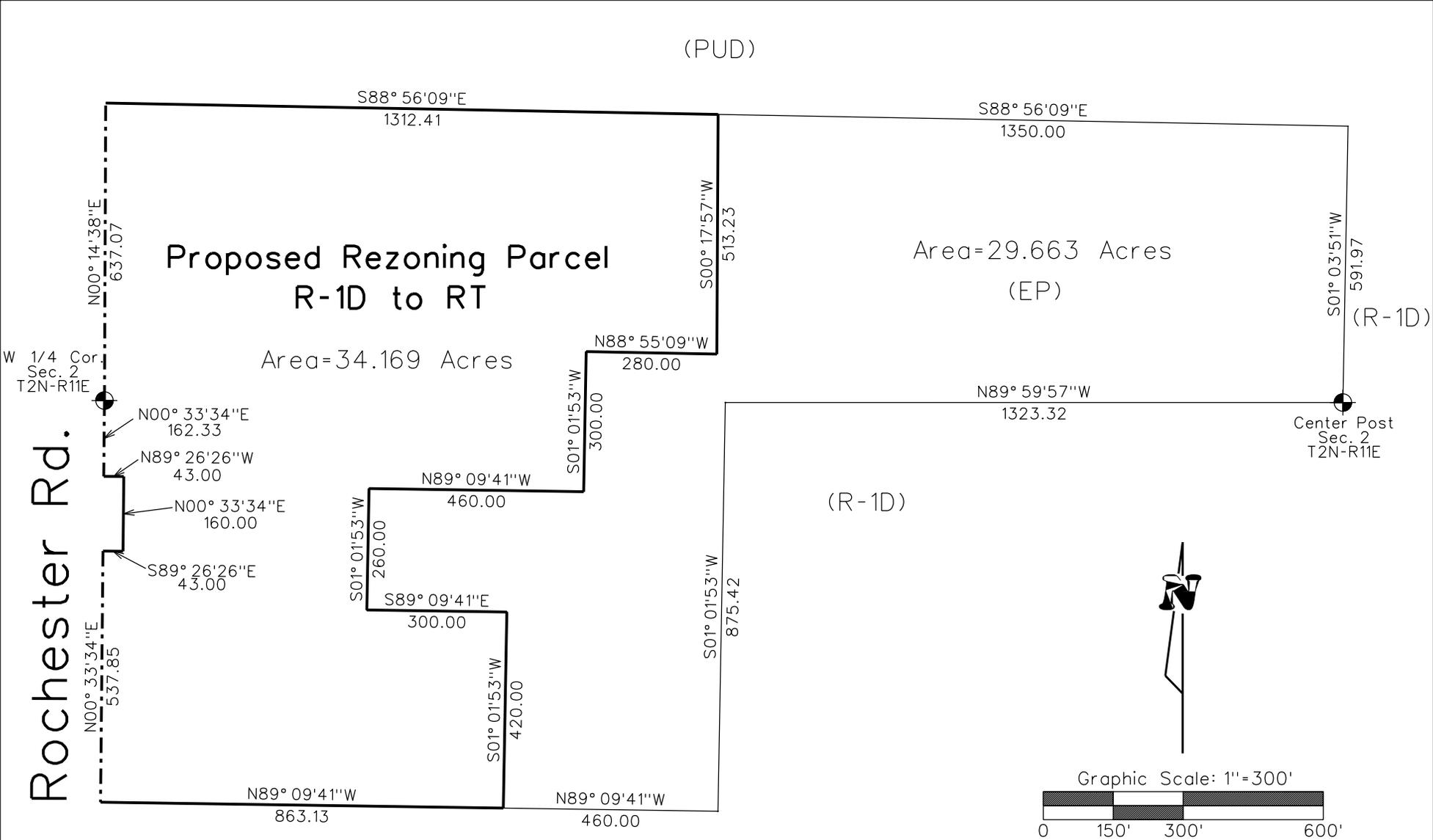
R. ADJOURNMENT:

The Meeting **ADOURNED** at 9:13 PM.

Mayor Dane Slater

M. Aileen Bittner, CMC
City Clerk

(PUD)



(R-1D)

NOTE: Sketch was prepared from best available records. No field work was completed.

Document Prepared By
George J. Ballard III, P.S.
Land Surveyor

CITY OF TROY			
OAKLAND COUNTY, MICHIGAN			
Rochester Villas Proposed Rezoning Sketch Parcel #88-20-02-301-010			
FILE: Rezoning_Sketch_Planning_Dept_01092013.DGN			
SCALE	DRAWN BY	NAME	DATE
HOR. 1"=300'	CHECKED BY	GJBIII	01-09-13
VER. 1"=X'		NAME	DATE
		STEVEN J. VANDETTE, P.E.	
		CITY ENGINEER	
CONTRACT NO.		SHEET NO.	JOB NO.
N/A		10F1	N/A

Thursday, January 10, 2013

Section 2, Part of the NW 1/4 & SW 1/4
Parcel: Part of #88-20-02-301-010
Owner: Rochester Villas

Description of Proposed Rezoning: (Taken from best available records)

Part of the Northwest ¼ and the Southwest ¼ of Section 2, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. Beginning at the West ¼ Corner of said section; thence North 00 degrees 14 minutes 38 seconds East, along the west section line, 637.07 feet; thence South 88 degrees 56 minutes 09 seconds East 1312.41 feet; thence South 00 degrees 17 minutes 57 seconds West 513.23 feet; thence North 88 degrees 55 minutes 09 seconds West 280.00 feet; thence South 01 degrees 01 minutes 53 seconds West 300.00 feet; thence North 89 degrees 09 minutes 41 seconds West 460.00 feet; thence South 01 degrees 01 minutes 53 seconds West 260.00 feet; thence South 89 degrees 09 minutes 41 seconds East 300.00 feet; thence South 01 degrees 01 minutes 53 seconds West 420.00 feet to the north line of "Cherryhurst Subdivision", as recorded in Liber 209, Pages 31-34 of Oakland County Records; thence North 89 degrees 09 minutes 41 seconds West, along said north line, 863.13 feet to the west line of said section 2; thence North 00 degrees 33 minutes 34 seconds East, along said west line, 537.85 feet; thence South 89 degrees 26 minutes 26 seconds East 43.00 feet; thence North 00 degrees 33 minutes 34 seconds East 160.00 feet; thence North 00 degrees 33 minutes 34 seconds East 160.00 feet; thence North 89 degrees 26 minutes 26 seconds West 43.00 feet to the west line of said section 2; thence North 00 degrees 33 minutes 34 seconds East, along said west line, 162.33 feet to the point of beginning, containing 34.169 acres, more or less. The West 33.00 feet of which is currently being used for road purposes.



CITY COUNCIL AGENDA ITEM

Date: March 15, 2013

To: Brian Kischnick, City Manager

From: Susan A. Leirstein, Purchasing Director
MaryBeth Murz, Purchasing Manager
Timothy L. Richnak, Public Works Director
Kurt Bovensiepe, Superintendent Parks, Streets, and Drains

RE: Standard Purchasing Resolution 1: Award to Low Bidder - Pavement Seam, Fracture Sealing and Partial Depth Repair Program

History

On March 7, 2013, competitive bids were received as required by City Charter and Code to complete the 2013 Pavement Seam, Fracture Sealing and Partial-Depth Repair Program for the City of Troy. Selected areas include Sections 17 and 18 for local roads and Civic Center and Town Center Drives for major roads. These areas were selected based on current PASER (Pavement Surface Evaluation and Rating) ratings; which is conducted annually. The ratings are established by Good: PASER 6-10, Fair: PASER 4-5, and Poor: PASER 1-3. The threshold for considering the Pavement Seam, Fracture Sealing and Partial-Depth Repairs Program are roads with a rating of 6. (See attached Section Maps)

The purpose of the Pavement Seam, Fracture Sealing and Partial-Depth Repairs Program is to reduce infiltration of surface moisture and incompressible materials into joints and cracks. The water and foreign materials in road joints can cause premature slab failure. Pavement Seam, Fracture Sealing and Partial-Depth Repair Programs are the most cost effective type of preventive maintenance when compared to full depth slab replacement.

Purchasing

211 vendors were notified of the bid opportunity via the MITN website. Two (2) companies responded. Scodeller Construction, Inc of Wixom was the low total bidder. The award is contingent upon the contractor's submission of properly executed bid documents including bonds, insurance certificates and all other specified requirements.

Financial

Funds for this project are budgeted in the 2012/13 Capital Accounts for Public Works Construction for \$100,000.00 for local roads and \$ 50,000.00 for major roads.

Recommendation

City management recommends awarding a contract to complete the Pavement Seam, Fracture Sealing and Partial-Depth Repairs Program for fiscal year 2012/13 to the low total bidder; Scodeller Construction, Inc of Wixom for an estimated total cost of \$105,700.00 at unit prices contained in the bid tabulation opened March 7, 2013 with all expenses not to exceed budgetary limitations expiring June 30, 2013.

Opening Date: 3/7/2013
 Date Reviewed: 3/21/2013

CITY OF TROY
 BID TABULATION
 PAVEMENT SEAM, FRACTURE SEALING AND PARTIAL DEPTH
 REPAIRS PROGRAM

VENDOR NAME: sl

**	Scodeller Construction, Inc.	Michigan Joint Sealing Inc.
	Wixom, MI	Farmington Hills, MI
Ck Number	21143522	670721
Ck Amount	\$5,000.00	\$5,000.00

City of Troy Pavement Seam, Fracture Sealing and Partial Depth Repairs Program 2013

LOCAL ROADS: Sections 17 and 18

MAJOR ROADS: Civic Center and Town Center Drives

ITEM	DESCRIPTION	Estimated Quantities	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Pavement Seam & Fracture Sealing for Local Roads - Labor and Material	85,000 L.F.	\$ 0.70	\$ 59,500.00	\$ 0.62	\$ 52,700.00
2	Pavement Seam & Fracture Sealing for Major Roads - Labor and Material	45,000 L.F.	\$ 0.50	\$ 22,500.00	\$ 0.62	\$ 27,900.00
4	Concrete Joint Partial Repair for Local Roads - Labor and Material	500 L.F.	\$ 25.00	\$ 12,500.00	\$ 46.25	\$ 23,125.00
5	Concrete Joint Partial Repair for Major Roads - Labor and Material	400 L.F.	\$ 28.00	\$ 11,200.00	\$ 32.95	\$ 13,180.00
6	Traffic Control	Included	-----	Included	-----	Included
ESTIMATED TOTAL				\$ 105,700.00		\$ 116,905.00

CONTACT INFORMATION:

Hrs of Operation
 Contact Number

Monday - Friday 8:00-5:00 pm	7:00-4:00 pm
(248) 787-1461	(248) 476-4120

PROGRESS PAYMENT SCHEDULE:

Can Meet
 Cannot Meet

Net 30	Net 30
X	X
by 6/30/2013	by 6/30/2013

REFERENCES:

Y or N

INSURANCE:

Can Meet
 Cannot Meet

Yes	Yes
X	X

EXCEPTIONS:

None

None	Blank
------	-------

ACKNOWLEDGEMENT:

SIGNED

Y or N

VENDOR QUESTIONNAIRE:

ATTACHED

Y or N

LEGAL STATUS OF BIDDER:

ATTACHED

Y or N

NON-COLLUSION AFFIDAVIT:

ATTACHED

Y or N

CERTIFICATE OF DEBARMENT:

ATTACHED

Y or N

Yes	Yes

ATTESTED:

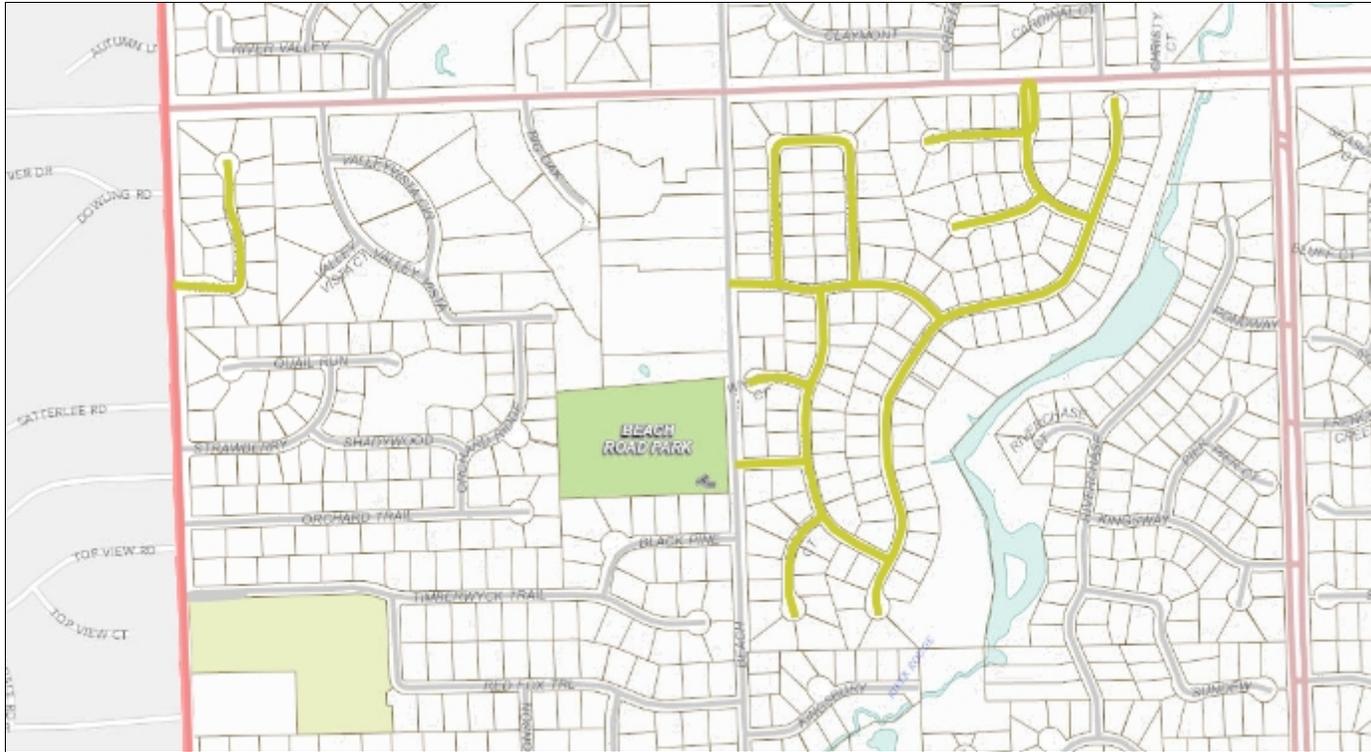
Susan Leirstein
 Marina Basta-Farouk
 Susan Riesterer

**DENOTES LOW TOTAL BIDDER

MaryBeth Murz
 Purchasing Manager



Street Length Report

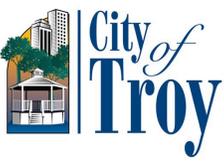


Asset ID:	Name:	From Street:	To Street:	Length:
R03540	ADAMS POINTE CT	ADAMS	END	922
R03932	DEEPWOOD	HIDDEN PINE	MOONGLOW	665
R03936	MOONGLOW	HIDDEN PINE	DEEPWOOD	1,004
R03937	HIDDEN PINE	BEACH	MOONGLOW	232
R03941	HIDDEN PINE	WHITE OAKS	DEEPWOOD	165
R03942	HIDDEN PINE	MOONGLOW	WHITE OAKS	203
R03949	RIVERS EDGE	HIDDEN PINE	OAK RIVER	938
R03950	HIDDEN PINE	DEEPWOOD	RIVERS EDGE	466
R04007	WHITE OAKS	TRANQUIL	WHITE OAKS CT	358
R04011	TRANQUIL	BEACH	WHITE OAKS	341
R04046	RIVERS EDGE	END	WHITE OAKS	275
R04047	ODETTE CT	END	WHITE OAKS	547
R04353	DEER PATH CT	END	OAK RIVER	469
R05939	OAK RIVER	W LONG LAKE	OAK RIVER CT	256
R04514	OAK RIVER CT	END	OAK RIVER	490
R04540	OAK RIVER	DEER PATH CT	OAK RIVER CT	315
R04557	WHITE OAKS	ODETTE CT	TRANQUIL	267
R04575	RIVERS EDGE	WHITE OAKS	HIDDEN PINE	1,236
R04576	WHITE OAKS	RIVERS EDGE	ODETTE CT	385
R04639	RIVERS EDGE	OAK RIVER	END	593
R04640	OAK RIVER	RIVERS EDGE	DEER PATH CT	258

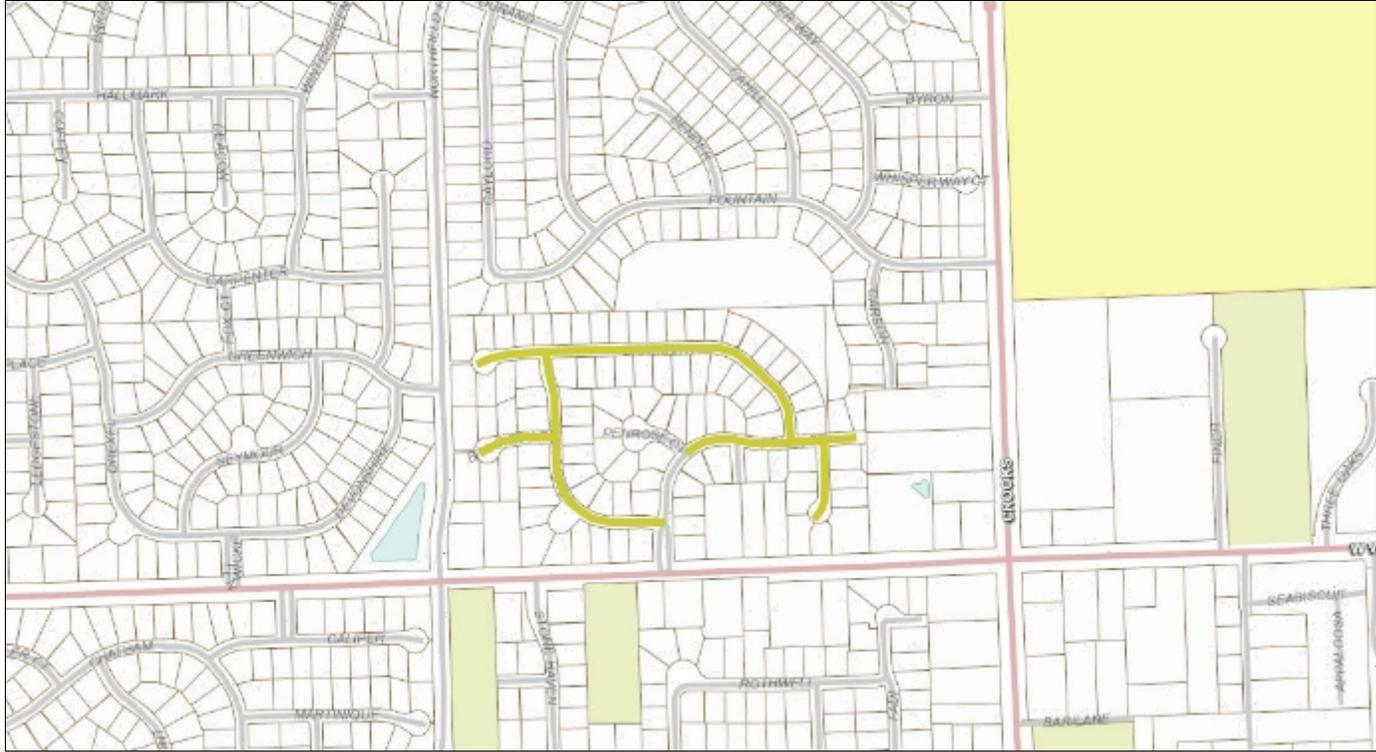
R04663	WHITE OAKS	WHITE OAKS CT	HIDDEN PINE	471
R04664	WHITE OAKS CT	END	WHITE OAKS	303
R05940	OAK RIVER	OAK RIVER CT	W LONG LAKE	265

Summary Frontage

Total Length	11,422
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Street Length Report



Asset ID:	Name:	From Street:	To Street:	Length:
R06773	PENROSE	PENROSE CT	ROLLCREST	258
R03098	PENROSE	ROLLCREST	BRADBURY	256
R04185	BRADBURY	END	GLENCASTLE	331
R04200	PARKSTONE CT	END	PENROSE	388
R04203	GLENCASTLE	PENROSE	BROOKDALE	793
R04606	PENROSE	PARKSTONE CT	END	155
R04607	GLENCASTLE	BROOKDALE	BRADBURY	406
R04608	PENROSE	BRADBURY	PARKSTONE CT	155
R04609	BRADBURY	GLENCASTLE	PENROSE	1,429
R04612	BROOKDALE	END	GLENCASTLE	374

Summary Frontage

Total Length	4,545
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Street Length Report



Asset ID:	Name:	From Street:	To Street:	Length:
R06030	CIVIC CENTER	W BIG BEAVER	TOWN CENTER	193
R06833	TOWN CENTER	CIVIC CENTER	CIVIC CENTER	2,735
R06038	CIVIC CENTER	W BIG BEAVER	TOWN CENTER	572
R06037	CIVIC CENTER	W BIG BEAVER	TOWN CENTER	776
R06034	CIVIC CENTER	W BIG BEAVER	TOWN CENTER	184
R06032	CIVIC CENTER	W BIG BEAVER	TOWN CENTER	175
R06812	TOWN CENTER	CIVIC CENTER	LIVERNOS	1,642
R06593	TOWN CENTER	CIVIC CENTER	LIVERNOS	42
R06036	CIVIC CENTER	TOWN CENTER	TOWN CENTER	556
R06035	CIVIC CENTER	TOWN CENTER	TOWN CENTER	771
R06033	CIVIC CENTER	TOWN CENTER	TOWN CENTER	350
R06031	CIVIC CENTER	TOWN CENTER	W BIG BEAVER	212
R06024	CIVIC CENTER	TOWN CENTER	END	116
R06395				47
R06029	CIVIC CENTER	END	TOWN CENTER	126
R06028	CIVIC CENTER	TOWN CENTER	END	132
R06396				51
R06025	CIVIC CENTER	END	TOWN CENTER	124
R06026	CIVIC CENTER	TOWN CENTER	END	70
R06027	CIVIC CENTER	TOWN CENTER	END	90
R06397				56



R06023	CIVIC CENTER	END	TOWN CENTER	119
R06022	CIVIC CENTER	TOWN CENTER	END	117
R06398				44
R06399	CIVIC CENTER			47
R06400	CIVIC CENTER			44
R06485				51

Summary Frontage

Total Length	9,442	
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CITY COUNCIL AGENDA ITEM

Date: March 18, 2013

To: Brian Kischnick, City Manager

From: Susan A. Leirstein, Purchasing Director
 MaryBeth Murz, Purchasing Manager
 Timothy L. Richnak, Public Works Director
 Kurt Bovensiep, Superintendent Parks, Streets, and Drains

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

History

The Department of Public Works uses materials to maintain the City's infrastructure, which includes many underground systems. These systems require specific materials to meet different compaction ratings. The type of project or maintenance will dictate what type of aggregate is required. The aggregates are purchased on an as needed basis throughout the year to meet these demands and to replenish an inventory located at the Department of Public Works.

Purchasing

On March 11, 2013, bids were electronically received as required by City Charter and Code for one (1) year requirements of aggregates with an option to renew for one (1) additional year. 47 vendors were notified of the bid opportunity via the MITN website with four (4) bid responses received. After reviewing these proposals, it is being recommended to award contracts to the following low bidders, at the unit prices as detailed below. Note that no bids were received for Item #7, 100 tons Crushed Concrete 3"-6". The Public Works Department will order this material as needed using the informal three-quote process.

ITEM	EST. QTY TONS	DESCRIPTION	PRICE PER TON	ESTIMATED TOTAL	
<u>Tri-City Aggregates</u>					
2.	1000	22A Gravel	\$8.50	\$8,500.00	
5.	2500	Fill Sand	\$5.85	\$14,625.00	
8.	100	Chlorided Sand	\$18.00	<u>\$1,800.00</u>	<u>\$24,925.00</u>
<u>Edward C. Levy</u>					
1.	500	6A Slag	\$13.93	<u>\$6,965.00</u>	<u>\$6,965.00</u>
<u>Novak Construction, Inc.</u>					
3.	300	Pea Gravel	\$13.00	\$3,900.00	
4.	100	60/40 Gravel	\$13.75	\$1,375.00	
6.	100	Crushed Concrete, 1"-3"	\$11.00	\$1,100.00	
9.	250	2NS Sand	\$9.25	\$2,312.50	
10.	100	Mason Sand	\$10.95	\$1,095.00	
11.	100	Limestone 1"-3"	\$13.25	\$1,325.00	
13.	50	Limestone 4"-8"	\$17.25	<u>\$862.50</u>	<u>\$11,970.00</u>
<u>Osburn Industries, Inc.</u>					
12.	50	Limestone 3"-6"	\$30.32	\$1,516.00	
14.	1000	21AA Limestone	\$13.48	<u>\$13,480.00</u>	<u>\$14,996.00</u>
ESTIMATED TOTAL COST:				<u>\$58,856.00</u>	
7.	100	Crushed Concrete, 1"-3"	<i>No bids were received.</i>		



CITY COUNCIL AGENDA ITEM

Financial

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

Recommendation

City management recommends awarding contracts to the following low bidders; Tri-City Aggregates Inc of Holly for items 2, 5 and 8 at an estimated total cost of \$24,925.00; Edward C. Levy Co of Detroit for item 1, at an estimated total cost of \$6,965.00; Novak Construction Inc of Almont for items 3, 4, 6, 9, 10, 11 and 13 at an estimated total cost of \$11,970.00; and Osburn Industries, Inc of Taylor for items 12 and 14 at an estimated total cost of \$14,996.00; as per unit prices listed in the attached bid tabulation to supply material as needed and specified. Awards are contingent upon contractors' submission of properly executed bid documents, including insurance certificates and all other specified requirements.

Prepared by: Marina Basta Farouk, Project Construction Manager

G:\BidAward 13-14 New Format\Award Standard Purchasing Resolution 1 Aggregates Memo-ITB-COT 13-03.doc

sl

VENDOR NAME:

VENDOR NAME:			Tri-City	Edw. C. Levy	Novak	Osburn
			Aggregates, Inc	Company	Construction, Inc.	Industries, Inc.
ITEM	EST QTY/TONS	DESCRIPTION	PRICE/ TON	PRICE/ TON	PRICE/ TON	PRICE/ TON
1.	500	6A SLAG	No Bid	\$ 13.93	\$ 14.50	\$ 14.50
2.	1000	22A GRAVEL	\$ 8.50	\$ 9.85	\$ 9.75	\$ 10.70
3.	300	PEA GRAVEL	No Bid	No Bid	\$ 13.00	\$ 14.34
4.	100	60/40 GRAVEL	No Bid	\$ 16.56	\$ 13.75	\$ 15.62
5.	2500	FILL SAND	\$ 5.85	\$ 8.21	\$ 7.00	\$ 7.10
6.	100	CRUSHED CONCRETE, 1" - 3"	No Bid	No Bid	\$ 11.00	\$ 11.47
7.	100	CRUSHED CONCRETE, 3" - 6"	No Bid	No Bid	No Bid	No Bid
8.	100	CHLORIDED SAND	\$ 18.00	No Bid	\$ 23.00	\$ 22.00
9.	250	2NS SAND	No Bid	\$ 10.78	\$ 9.25	\$ 11.28
10.	100	MASON SAND	No Bid	\$ 12.06	\$ 10.95	\$ 11.03
11.	100	LIMESTONE 1" - 3"	No Bid	\$ 13.93	\$ 13.25	\$ 14.66
12.	50	LIMESTONE 3" - 6"	No Bid	No Bid	No Bid	\$ 30.32
13.	50	LIMESTONE 4" - 8"	No Bid	No Bid	\$ 17.25	\$ 19.60
14.	1000	21AA LIMESTONE		\$ 17.63	\$ 14.25	\$ 13.48
DISCOUNT IF AWARDED ALL ITEMS			No Bid	No Bid	No Bid	No Bid
ESTIMATED TOTAL:			\$ 24,925.00	\$ 61,920.00	\$ 63,020.00	\$ 66,276.00
ESTIMATED TOTAL AWARDED ITEMS:			\$ 24,925.00	\$ 6,965.00	\$ 11,970.00	\$ 14,996.00
DELIVERY:	Within Hours		48 Hours	24 Hours	24 Hours	24 Hours
MINIMUMS:			50 Tons	50 Tons	50 Tons	50 Tons
ALL OR NONE AWARD:	Y or N		N	N	N	N
CONTACT INFORMATION						
	Hrs of Operation		6:00 am - 4:00pm	7:00 am - 3:00pm	8:00 am - 5:30pm	8:00 am - 5:00pm
	24 Hr. Phone No.		(248) 634-8277	(313) 429-2210	(810) 441-5811	(313) 292-4140
LOCATION:			Holly, MI	Detroit, MI	Almont, MI	Taylor, MI
INSURANCE	Can Meet Cannot Meet		X	X	X	X
PAYMENT TERMS:			Net 30	Net 30 Days	30 Days	Net 30
EXCEPTIONS:	Y or N		N	Y	N	N
ADDENDUM 1:	Y or N		Y	Y	Y	Y
				dump only - won't spread		

PROPOSAL: One-Year Requirements of Aggregates with an Option to Renew for One (1) Additional Year

HIGHLIGHTED AREAS DENOTES LOW BIDDERS

ATTEST:

Susan Riesterer
 Marina Basta Farouk
 Susan Leirstein

MaryBeth Murz
 Purchasing Manager



CITY COUNCIL AGENDA ITEM

Date: March 22, 2013

To: Brian Kischnick, City Manager

From: Susan A. Leirstein, Purchasing Director
 MaryBeth Murz, Purchasing Manager
 Timothy L. Richnak, Public Works Director
 Kurt Bovensiep, Superintendent Parks, Streets, and Drains

RE: Standard Purchasing Resolution 1: Award to Low Bidder – Transit Mixed Concrete

History

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

Purchasing

On March 13, 2013, bids were electronically solicited as required by City Charter and Code to furnish one-year requirements of transit mixed concrete with an option to renew for one (1) additional year. Sixteen (16) vendors were notified of the bid opportunity via the MITN website. Two (2) companies responded.

This award will include a primary and secondary supplier. This will allow the City of Troy to purchase from the secondary supplier in the event the primary supplier is unable to provide material on an as needed basis or meet delivery needs. Awards are contingent upon the contractors' submission of properly executed bid documents, insurance certificates and all specified requirements.

Financial

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

Recommendation

City management recommends awarding a contract to the low total bidder, Superior Materials LLC of Farmington Hills as the primary supplier, and McCoig Materials, LLC of Plymouth, MI, as the secondary supplier as per the unit prices listed in the bid tabulation to supply transit mixed concrete materials as needed and specified commencing May 1, 2013 and expiring April 30, 2014.

Opening Date -- 3/13/2013
 Date Reviewed - 3/22/2013

CITY OF TROY
 BID TABULATION
 TRANSIT MIXED CONCRETE

sl

VENDOR NAME:

			Superior	McCoig		
			Materials, LLC	Materials, LLC		
			Farmington Hills	Plymouth		
EST						
ITEM	QTY	DESCRIPTION	UNIT PRICE	UNIT PRICE		
<u>PROPOSAL A: WEEKDAY DELIVERY</u>						
1	800 YDS	6 SACK MIX	\$ 70.50	\$ 73.50		
2	600 YDS	7 SACK MIX (High Early)	\$ 75.50	\$ 76.00		
3	200 YDS	12 HR 300 PSI MIX Flexural Strength/ 7 sack	\$ 79.50	\$ 83.00		
<u>SPLIT LOAD CHARGES</u>						
4	20 TIMES	2 LOCATIONS	\$ 40.00	\$ 30.00		
5	5 TIMES	3 LOCATIONS	\$ 40.00	\$ 30.00		
6	30 TIMES	BELOW MINIMUM LOAD CHARGE	\$ 40.00	\$ 65.00		
7	40 YDS	COLD WEATHER PROTECTION	\$ 3.00	\$ 4.00		
ESTIMATED TOTAL PROPOSAL A:			\$ 119,920.00	\$ 123,860.00		
<u>PROPOSAL B: SATURDAY DELIVERY</u>						
8	25 YDS	6 SACK MIX	\$ 74.50	\$ 77.50		
9	100 YDS	7 SACK MIX (High Early)	\$ 79.50	\$ 80.00		
10	100 YDS	12 HR 300 PSI MIX Flexural Strength/ 7 sack	\$ 83.50	\$ 87.00		
<u>SPLIT LOAD CHARGES</u>						
11	5 TIMES	2 LOCATIONS	\$ 40.00	\$ 30.00		
12	2 TIMES	3 LOCATIONS	\$ 40.00	\$ 30.00		
13	10 TIMES	BELOW MINIMUM LOAD CHARGE	\$ 40.00	\$ 65.00		
14	10 YDS	COLD WEATHER PROTECTION	\$ 3.00	\$ 4.00		
ESTIMATED TOTAL PROPOSAL B:			\$ 18,872.50	\$ 19,537.50		
ESTIMATED GRAND TOTAL:			\$ 138,792.50	\$ 143,397.50		
			PRIMARY	SECONDARY		

Opening Date -- 3/13/2013
 Date Reviewed - 3/22/2013

CITY OF TROY
 BID TABULATION
 TRANSIT MIXED CONCRETE

VENDOR NAME:		Superior	McCoig		
Materials, LLC		Materials, LLC			
Farmington Hills		Plymouth			
DELIVERY:	After Verbal Request	2 hours	12-24 hours		
HOURS OF OPERATION:		6:00 - 5:00pm	7:00 - 5:00pm		
24 HRS PHONE NO.		(248) 521-9948	(734) 478-4546		
MINIMUM ORDER:		Qty of 1	Qty of 2		
INSURANCE:	Can Meet	X	X		
	Cannot Meet				
	Signed Y or N	Y	Y		
ALL OR NONE AWARD:	Y or N	Y	N		
PAYMENT TERMS:		2%Net 10th End of Month	30 Days		
WARRANTY:		Blank	Blank		
EXCEPTIONS:	Y or N	Y	N		
		PRIMARY	SECONDARY		

PROPOSAL-- One-Year Requirements of Transit Mixed Concrete with an Option to Renew for One Additional Year

ATTEST:
 Marina G. Basta Farouk
 Susan Riesterer
 MaryBeth Murz

BOLDFACE TYPE DENOTES LOW TOTAL BIDDER

 MaryBeth Murz
 Purchasing Manager



CITY COUNCIL AGENDA ITEM

Date: March 20, 2013

To: Brian Kischnick, City Manager

From: Thomas Darling, Director of Financial Services
Susan Leirstein, Purchasing Director
MaryBeth Murz, Purchasing Manager
Beth Tashnick, City Manager's Office Coordinator

Subject: Standard Purchasing Resolution 9: Approval to Expend Funds for
Membership Dues and Renewals Over \$10,000 - Michigan Municipal League

History

The Michigan Municipal League (MML), a state association of cities and villages, is a nonpartisan, nonprofit association working cooperatively to strengthen the quality of municipal government and administration.

Benefits of membership include advocacy of municipal issues and low-cost education about effective and efficient governance.

Financial

Funds are available in City Council's membership and dues account, 102.7958.

Recommendation

Payment of the attached invoice is recommended for annual dues in the amount of \$11,606. These dues cover the time period of May 1, 2013 through April 30, 2014.



michigan municipal league

MICHIGAN MUNICIPAL LEAGUE
MEMBERSHIP RENEWAL INVOICE

2012 - 2013

Troy

ID: 492

Date: 03/01/2013

Membership Period: 05/01/2013 - 04/30/2014

	<u>Current Balance</u>
* MML Dues	10,551.00
** Legal Defense Fund	1,055.00
	<hr/> \$11,606.00

**Total Due by May 01, 2013:
\$11,606.00**

Please sign, date and return one invoice copy with your payment.

Make checks payable to the Michigan Municipal League and mail to the address below. Thank you.

(Signature)

(Date)

* MML dues include annual subscriptions to *The Review* for your officials at \$12.00 per subscription, which is 50% of the regular subscription rate.

** The Legal Defense Fund is an optional charge. The purpose of the Fund is to provide specialized legal assistance to member municipalities in cases that have significant statewide impact.

See what the League can do for you by visiting www.mml.org

Michigan Municipal League
P.O. Box 7409
Ann Arbor, MI 48107-7409
800-653-2483



michigan municipal league

Member Benefits at a Glance

Advocacy of Municipal Issues

Legislative Advocacy – expert advocacy and dedicated representation at the state and federal levels on municipal issues
Legislative Committees – member advisory committees help shape League-wide positions on important matters
Legislative Link E-Newsletter – a weekly rundown of legislative activity
Inside 208 Blog – timely conversations on legislative and advocacy issues

Information

Inquiry Service – information and custom research on your municipal questions
Center for 21st Century Communities (21c3) – tools to better position your community for the 21st century
Directory of Michigan Municipal Officials – annual listing of elected and key appointed city and village officials
The Review – bimonthly magazine geared specifically to the municipal audience
Wage and Salary Database – searchable database of 143 titles, available to respondents of the annual online survey

Educational Opportunities (*member rates apply*)

Convention and Capital Conference – gain tools to improve your community and receive the latest Lansing updates
Seminars and workshops – on-site and online training opportunities
Elected Officials Academy – certification program designed to help elected officials lead in the 21st century

Documents on the League's Website

EVIP Resource Page – guidance on how to qualify for EVIP funding
E-Books, including: *Handbook for Municipal Officials* and *Handbook for General Law Village Officials*
One-Pager *Plus* Fact Sheets – easy to read summaries of common municipal topics
Sample contracts, ordinances, policies, resolutions, and Request for Proposals (RFPs)

Insurance Programs (*premiums apply*)

League Workers' Compensation Fund
League Liability and Property Pool
League Sponsored BCBSM Program
Unemployment Compensation Fund

Savings and Vendor Services

Natural Gas Purchasing Program – a program designed to reduce your gas utility costs
Telecommunications – cut your telecom costs by partnering with Abilita, a telecommunications consulting leader
U.S. Communities Government Purchasing Alliance – favorable pricing to various products and services
Business Alliance Program – vendors who provide services to the municipal market

Additional League Services (*member rates apply*)

CDL Drug and Alcohol Testing Consortium – random testing program in accordance with DOT regulations
Classified Ads – municipal job openings, as well as items for sale, on the League's website
Consulting Services – draw on the League's expertise for your management consulting needs
Executive Search Service – recruit the League to facilitate your executive search process
Legal Defense Fund (LDF) – legal assistance to LDF member municipalities in cases that have statewide impact

*Questions? Contact: Holly Ingram, Finance Department; hingram@mml.org; (800) M-LEAGUE;
Access the League's website by visiting www.mml.org.*



michigan municipal league

Better Communities. Better Michigan.

March 01, 2013

Mrs. M. Aileen Bittner
City Clerk
Troy
500 W. Big Beaver Rd.
Troy, MI 48084-5254

Dear Mrs. Bittner,

Thank you for your continued participation and support of the Michigan Municipal League. The League is your advocate for all the important issues facing local government. With the continuing challenges we face in Lansing and Washington our work for you is even more critical. As we move forward together, the League is working for you to help create a more prosperous state with more vibrant communities. We are enjoying unprecedented access to key leaders, and are confident that we will achieve great things in the months ahead. We will continue to fight for you on the issues that matter most, and support every member by leading advocacy efforts in support of municipal issues.

The League will remain on the cutting edge, helping forge a new Michigan. The League's Center for 21st Century Communities (21c3) is working to assist local officials in identifying, developing, and implementing programs and strategies to enhance our member communities' ability to be vibrant places for the 21st century, providing low-cost education related to effective and efficient governance. Further, our Legal Defense Fund is providing advocacy of a different type as they continue to work to protect your interests in the courts and regulatory arena.

The League's Board of Trustees recognizes the strained financial conditions present in many Michigan communities. We have worked very hard over the last several years to reduce our dues burden which has resulted in savings of over 30%, and this year we are passing along a modest 2.7% inflationary adjustment to League dues.

Alone your municipality is one voice; but when combined with the voices of communities across Michigan, we can make a real difference. Michigan Municipal League membership is one of the best investments your community can make. Be sure to maximize your membership by contacting us with your questions, and by actively participating at League events. Thank you for your support. We look forward to our continued partnership with your community.

Sincerely,

Handwritten signature of Daniel P. Gilmartin in cursive.

Daniel P. Gilmartin
Executive Director & CEO

Handwritten signature of David Lossing in cursive.

David Lossing
President, 2012-2013

Enc.



CITY COUNCIL AGENDA ITEM

Date: April 1, 2013

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic & Community Development
 Susan A. Leirstein, Purchasing Director
 MaryBeth Murz, Purchasing Manager
 Carol K. Anderson, Temporary Recreation Director

Subject: Standard Purchasing Resolution 3: Exercise Renewal Option – Pool Maintenance and Repair Services

History

On June 21, 2010, Troy City Council approved a two (2) year contract for Pool Maintenance and Repair Services at the Troy Family Aquatic Center and Troy Community Center excluding pumps, with two (2) one-year options to renew under the same pricing structure, terms and conditions, based on mutual consent of both parties to the sole bidder, B & B Pools and Spas of Livonia, MI (Resolution #2010-06-142-I-4b). The first one-year option to renew was exercised on June 4, 2012 under the same terms and conditions expiring June 30, 2013 (Resolution #2012-06-122-J-4a).

B & B Pools and Spas of Livonia, MI has been the City's pool maintenance and repair contractor for the past six years. B & B Pools and Spas have been reliable and dependable even though repairs have been limited during the term of this contract at an estimated \$12,700.00 over the last three years.

Purchasing

The Purchasing Department has conducted a market survey of pool maintenance and repair services and found no reason to solicit new bids due to the limited number of companies performing the services specified. Many other bids surveyed have been project specific and/or based on a price per square foot and not on an hourly rate.

Financial

Funds for these services are available in the Community Center and Troy Family Aquatic Center Contractual Services Account – Equipment Maintenance Fund.

Recommendation

City management recommends exercising the second one-year option to renew the contract with B & B Pools and Spas of Livonia, MI for Pool Maintenance and Repair Services, excluding pumps, at the Troy Family Aquatic Center and Troy Community Center under the same prices, terms and conditions contained in the bid tabulation opened June 3, 2010, to expire June 30, 2014.



March 21, 2013

Attn: Mr. Bill Babcock
B & B Pools and Spas
29440 6 Mile Road
Livonia, MI, 48152-3602
Fax: (734) 522-0311

Dear Mr. Babcock:

The City of Troy entered into contract #2011-90000001 with B & B Pools and Spas to provide two-year requirements to furnish all labor, tools, material, equipment, and supervision to perform service/maintenance and repair on the City of Troy Pools (1) outdoor and (2) indoor and mechanical systems, excluding pumps expiring June 30, 2012. This contract contained an option for two one-year renewal options under the same prices, terms and conditions as the original contract. If a new parts price list is to be submitted within the terms and conditions of the current contract, 30-day notification of the new list is required. Please be aware that the City of Troy reserves the option to accept the price list change or re-bid.

Please fax this letter back to Brian Goul at Recreation indicating if B & B Pools and Spas wishes to renew this contract until June 30, 2014. The fax number is (248) 689-6497. It should be understood that this request to renew the contract is subject to a favorable market survey. A request by City staff to determine the successful bidder's interest in renewing the contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

If you have any questions please call me at (248) 524-3484.

Check One:

B & B Pools and Spas is interested in renewing the contract under the same prices, terms, and conditions:

B & B Pools and Spas is not interested in renewing the contract:

x Bill Babcock
Signed: Authorized Company Representative

Date: 3-25-13

Thank you,
Brian Goul
Recreation Department
City of Troy

RESOLVED, That Troy City Council hereby **APPROVES** the Minutes of the Regular City Council Meeting of May 14, 2012, as submitted.

J-3 Proposed City of Troy Proclamations: None Proposed

J-4 Standard Purchasing Resolutions:

a) Standard Purchasing Resolution 3: Exercise Renewal Option – Pool Maintenance and Repair Services

Resolution #2012-06-122-J-4a

WHEREAS, On June 21, 2010, Troy City Council awarded a two (2) year contract to furnish pool maintenance and repair services for both the indoor and outdoor pools at the Troy Family Aquatic Center and Community Center to the sole bidder, B & B Pools & Spas of Livonia, effective July 1, 2010 through June 30, 2012, with two (2) one-year options to renew (Resolution #2010-06-142-I-4b); and

WHEREAS, B & B Pools and Spas has offered to renew their contract for one (1) additional year under the same pricing structure, terms and conditions as the 2010 contract;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **EXERCISES AND APPROVES** the first one-year option to renew the contract with B & B Pools and Spas for pool maintenance and repair services at prices contained in the bid tabulation opened June 3, 2010, under the same terms and conditions as the 2010 contract to expire June 30, 2013.

b) Standard Purchasing Resolution 1: Award to Low Bidder – Overhead Door Maintenance and Repair

Resolution #2012-06-122-J-4b

RESOLVED, That Troy City Council hereby **AWARDS** a contract to furnish all necessary materials, labor and equipment to provide three-year requirements of repairs and general maintenance of overhead doors at various City Facilities to the low total bidder, Michigan Independent Door Company of Troy, Michigan, at unit prices contained in the bid tabulation opened May 17, 2012, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, to expire May 31, 2015.

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

J-5 Postage Cost for Mailing New Voter Identification Cards

Resolution #2012-06-122-J-5

RESOLVED, That Troy City Council hereby **AUTHORIZES** the City Clerk to expend necessary funds in excess of \$10,000 to mail new voter identification cards to all registered voters in the City of Troy, pursuant to MCL 168.499(3).



CITY COUNCIL AGENDA ITEM

May 24, 2012

To: Michael Culpepper, Acting City Manager

From: Mark F. Miller, Director of Economic and Community Development
Susan A. Leirstein, Purchasing Director
Jeffrey J. Biegler, Recreation Director

Subject: Standard Purchasing Resolution 3: Exercise Renewal Option – Pool Maintenance and Repair Services

Background

On June 21, 2010, Troy City Council approved a two (2) year contract for Pool Maintenance and Repair Services at the Troy Family Aquatic Center and Troy Community Center, with two (2) one-year options to renew under the same pricing structure, terms and conditions, based on mutual consent of both parties to the sole bidder, B & B Pools and Spas of Livonia, Michigan (Resolution #2010-06-142-I-4b).

B & B Pools and Spas of Livonia have provided the City's pool maintenance and repair services since 2004 and have proven both reliable and trustworthy. They have offered to renew their contract for the next one-year period at the same prices, terms and conditions as those originally bid in 2010.

The Purchasing Department has conducted a favorable market survey of pool maintenance and repair services and found no reason to solicit new bids due to the limited number of companies performing the services specified. Rates from area companies surveyed were higher than the \$75.00 per hour currently paid to B & B Pools.

Recommendation

City management recommends exercising the first one-year option to renew with B & B Pools and Spas of Livonia, MI for Pool Maintenance and Repair Services at the Troy Family Aquatic Center and Troy Community Center at the same prices, terms and conditions contained in the bid tabulation opened June 3, 2010, to expire June 30, 2013.

Fund Availability

Funds for this contract are available in the operating accounts of the Troy Family Aquatic Center, and the Troy Community Center budgets.

Prepared by: Brian Goul, Aquatics Coordinator



May 21, 2012

Attn: Mr. Bill Babcock
B & B Pools and Spas
29440 6 Mile Road
Livonia, MI, 48152-3602
Fax: (734) 522-0311

Dear Mr. Babcock:

The City of Troy entered into contract #2011-90000001 with B & B Pools and Spas to provide two-year requirements to furnish all labor, tools, material, equipment, and supervision to perform service/maintenance and repair on the City of Troy Pools (1) outdoor and (2) indoor and mechanical systems, excluding pumps expiring June 30, 2012. This contract contained an option for two one-year renewal options under the same prices, terms and conditions as the original contract. If a new parts price list is to be submitted within the terms and conditions of the current contract, 30-day notification of the new list is required. Please be aware that the City of Troy reserves the option to accept the price list change or re-bid.

Please fax this letter back to Brian Goul at Recreation indicating if B & B Pools and Spas wishes to renew this contract until June 30, 2013. The fax number is (248) 689-6497. It should be understood that this request to renew the contract is subject to a favorable market survey. A request by City staff to determine the successful bidder's interest in renewing the contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

If you have any questions please call me at (248) 524-3484.

Check One:

B & B Pools and Spas is interested in renewing the contract under the same prices, terms, and conditions:

B & B Pools and Spas is not interested in renewing the contract:

x Brian Babcock
Signed: Authorized Company Representative

Date: 5-21-12

Thank you,
Brian Goul
Recreation Department
City of Troy

Susan A Leirstein

From: Nancy Kuha
Sent: Tuesday, May 22, 2012 2:28 PM
To: Susan A Leirstein
Subject: Rates for repair and maintenance of pools

Hi Susan,

I contacted 4 companies regarding their rates for repair and maintenance of the City owned pools. The following is the result:

Advanced Pool Services, Inc. 1-248-889-8846

Milford, MI

Contact: Gregg Paulsen

The normal rate is \$80.00 per man hour

There is no travel time charge

Any specialty work would be billed at a higher rate depending on the type of work to be done.

Discount Pool and Spas 1-734-216-0610

Livonia, MI

Contact: John Forrester

The normal rate is \$95.00 per man hour

There is no travel time charge

Even though he quoted \$95.00 per hour, he did qualify that by saying that the price is usually different depending on what type of work needs to be done.

Aquatic Source 1-248-366-0606

Commerce Township, MI

Contact: Jen

The regular rate is \$88.00 for the first ¼ hour, then \$23.50 for the next two ¼ hours, then \$94.00 for each hour after the first.

There is no travel time charge

If a senior technician needs to be involved due to a more complicated repair, the charge per hour would be higher.

Clearwater Pool & Service 1-734-216-2503

Left message for Jeffrey Erkfritz

If you have any questions, let me know.

Nancy

- a) Proclamation to Honor Peter Hullinger – 2010 Firefighter of the Year

I-4 Standard Purchasing Resolutions:

a) Standard Purchasing Resolution 11: Rejection of Bids – Audio & Video Upgrades

Resolution #2010-06-142-I-4a

RESOLVED, That Troy City Council hereby **REJECTS** all bid proposals for ITB-COT 10-20, audio and video upgrades for the City Council Chambers and WTRY Cable Control Room opened June 2, 2010, and will rebid under revised specifications.

b) Standard Purchasing Resolution 2: Sole Bidder – Pool Maintenance and Repair Services

Resolution #2010-06-142-I-4b

RESOLVED, That Troy City Council hereby **AWARDS** a contract to furnish two-year (2) requirements of pool maintenance and repairs for both indoor and outdoor pools at the Troy Family Aquatic Center and Community Center with two (2) one-year options to renew to the sole bidder, B & B Pool and Spas of Livonia, Michigan, at rates contained in the bid tabulation opened June 3, 2010, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with a contract expiration of June 30, 2012; and

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

c) Standard Purchasing Resolution 1: Award to Low Bidder – Contract 10-02 – Coolidge Highway Pavement Rehabilitation

Resolution #2010-06-142-I-4c

RESOLVED, That Troy City Council hereby **AWARDS** Contract No. 10-02, Coolidge Hwy. Pavement Rehabilitation to Ajax Paving Industries, Inc., 830 Kirts Blvd., Suite 100, Troy, MI 48084 at an estimated total cost of \$621,314.97; and

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements, and if additional work is required, Troy City Council hereby **AUTHORIZES** such additional work in an amount not to exceed 25% of the total project cost.

d) Standard Purchasing Resolution 4: MITN Purchasing Cooperative – City of Rochester Hills – Fire Hose Testing

Resolution #2010-06-142-I-4d

RESOLVED, That Troy City Council hereby **APPROVES** a contract for fire hose testing services during the 2010-2011 fiscal year from the low bidder, Waterway Michigan LLC of Caledonia, MI,



CITY COUNCIL ACTION REPORT

June 15, 2010

TO: John Szerlag, City Manager

FROM: John M. Lamerato, Assistant City Manager/Finance and Administration
Susan A. Leirstein, Purchasing Director
Carol K. Anderson, Parks and Recreation Director

SUBJECT: Standard Purchasing Resolution 2: Sole Bidder – Pool Maintenance and Repair Services

Background

- On June 3, 2010, bid proposals were received to provide two (2) years of maintenance and repair services for the City of Troy outdoor and indoor pools (excluding pumps), with two, one year renewal options.
- Eighty-eight (88) vendors were notified via the MITN system. B & B Pools & Spas of Livonia was the sole bidder.
- Services covered include emergency and regular maintenance and repairs needed at the Troy Family Aquatic Center and Community Center Pools, excluding pumps, which is covered on another bid. Since 2004 B & B Pools & Spas has provided the City's pool maintenance and repair services. They continue to be both reliable and trustworthy.
- B & B Pools and Spas have the expertise to ensure general and emergency repairs are done to keep the facility in good working order.
- Building operations also assists with the general maintenance and repair on these pools.
- These services will ensure that equipment is up to date which will provide the safest environment for community use.
- These services ensure that the cost of repairs and maintenance are minimal and that they are made in a timely fashion to ensure limited closure to the public.
- These services will allow the City to continue to repair and update equipment as needed to retain investment and attract additional customers.

Financial Considerations

- Funding for the pool maintenance and repairs is available in the Parks and Recreation operational budget under the Troy Family Aquatic Center operating accounts (787.7802.070 and 787.7802.150), and the Community Center operating accounts (755.7802.070 and 755.7802.150).
- The hourly cost for these repair services have remained the same since the last time this contract was bid in 2007.

Legal Considerations

- ITB-COT 10-18 to provide two (2) years of maintenance and repair services for the City of Troy outdoor and indoor pools (excluding pumps) with two, one year renewal options was competitively bid as required by City Charter and Code.
- All bidders were given the opportunity to respond with their level of interest in furnishing the services as specified.

June 15, 2010

To: John Szerlag, City Manager

Re: Bid Award – Sole Bidder – Pool Maintenance and Repair Services

Recommendation:

- City Management recommends awarding a contract to furnish two-year requirements of pool maintenance and repairs for both indoor and outdoor pools at the Troy Family Aquatic Center and Community Center with two (2) one-year options to renew to the sole bidder, B & B & Spas of Livonia, MI, at rates contained in the bid tabulation opened June 3, 2010, to expire June 30, 2012.

G:\Purchasing\Bid Award 10-11 New Format\Award Standard Purchasing Resolution 2 – Pool Maintenance ITB-COT 10-18 06.10.doc

Opening Date -- 6/3/10
 Date Prepared -- 6/3/10

CITY OF TROY
 BID TABULATION
 POOL MAINTENANCE & REPAIRS

VENDOR NAME:

B & B Pools & Spas

PROPOSAL: FURNISH Two Year REQUIREMENTS OF POOL MAINTENANCE & REPAIRS FOR BOTH INDOOR AND OUTDOOR POOLS AT THE TROY FAMILY AQUATIC CENTER & COMMUNITY CENTER WITH Two-One Year RENEWAL OPTIONS

EST QTY	ITEM	DESCRIPTION			
60 hrs	1	Repair Service Regular Time - Hour per Man (2 man crew)	\$	75.00	
40 hrs	2	Emergency Repairs Regular Time - Hour per Man Overtime: - Hour per Man Holiday Time - Hour per Man (2 man crew)	\$	75.00	
				N/A	
				N/A	
	3	Travel Time Complete Repair Call		N/A	
	4	Repair Parts Discount % Parts Price List Dated A Markup/Markdown		Blank	
				\$ at Trade Cost	
				Blank	
				Trade Cost	
		SITE INSPECTION: Yes or No		Yes	
		Date		May-2010	
		CONTACT INFORMATION:			
		Hrs of Operation		8 AM to 5 PM	
		Contact Number		Blank	
		INSURANCE: Can Meet		XX	
		Cannot Meet			
		Signed Y or N		Yes	
		PAYMENT TERMS:		Net 30	
		WARRANTY:		Blank	
		DELIVERY DATE (S)		Blank	
		EXCEPTIONS:		Blank	
		ACKNOWLEDGEMENT: Y or N		Yes	

ATTEST:

Ann Blizzard

 Brain Goul

 Diane Fisher

 Linda Bockstanz

BOLDFACE TYPE DENOTES SOLE BIDDER

 Susan Leirstein CPPO CPPB
 Purchasing Director



CITY COUNCIL AGENDA ITEM

Date: April 1, 2013

To: Brian Kischnick, City Manager

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

Subject: Standard Purchasing Resolution #1: Award to Low Bidder
Contract 13-1 – Square Lake Road Mill & HMA Overlay

History

Bids were received and publicly read on March 27, 2013. The low bid of \$987,141.80 was submitted by Florence Cement Company, 12585 23 Mile Road, Shelby Township, MI 48315, as shown on the attached tabulation summary. The Engineer's estimate at the time of bidding was \$1,116,013.00. The low bid is \$128,871.20 or 11.54% below the Engineer's estimate.

Work includes milling (grinding), the asphalt surface, base repairs, curb & gutter repairs, and an asphalt overlay on Square Lake from Rochester to Dequindre. The work is anticipated to start the end of April and be complete by the end of June 2013.

Financial

Funds for this work are available in the 2012/13 budget. The budgeted amount includes funds for engineering, construction, inspection and contingencies.

Recommendation

It is recommended that City Council award a contract for the Square Lake Road Mill & HMA Overlay project to Florence Cement Company, 12585 23 Mile Road, Shelby Township, MI 48315 for their low bid amount of \$987,141.80. In addition, we are requesting authorization to approve additional work, if needed, not to exceed 15% of the original project cost due to unknown quantities of repair work needed after milling off the asphalt surface.

City of Troy

Bid Tabulation Summary

Contract ID: 13-01
Contract Year: 2013
Location: Square Lake Road Rochester to Dequindre
Description: Mill & Overlay

Project Number: 13-01
Estimate Number: 1
Project Type: Miscellaneous
Location: Square Lake Road Rochester to Dequindre

Project Engineer: Scott Finlay
Date Created: 8/1/2012
Fed/State #:
Fed Item:
Control Section:

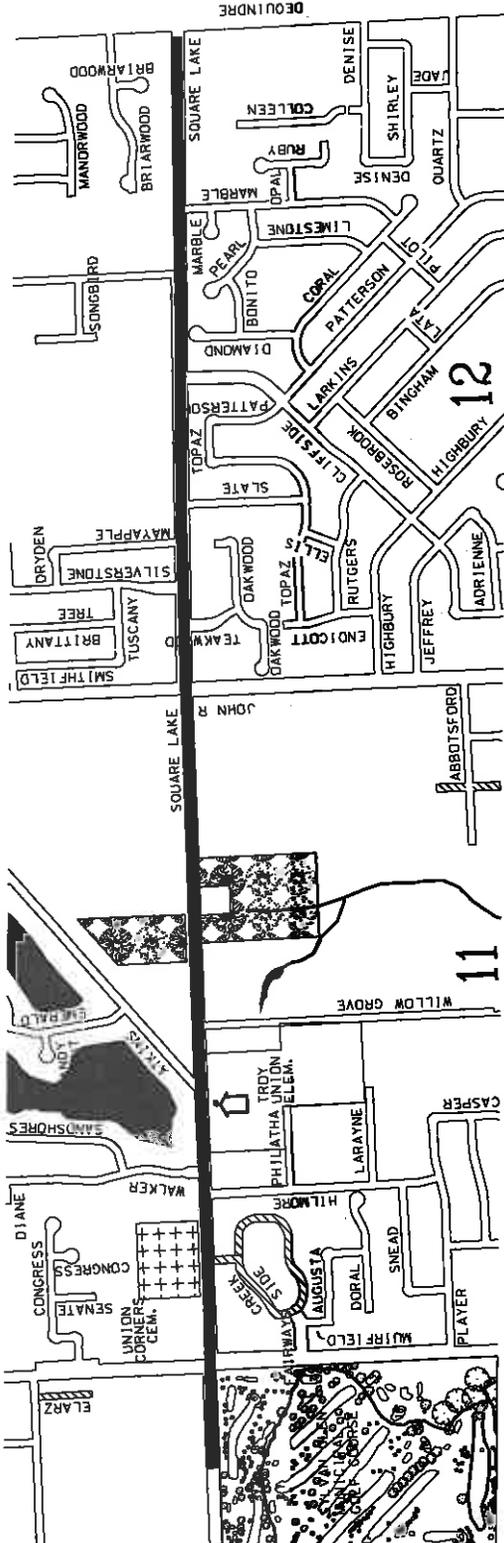
Description: Mill & Overlay

Rank	Vendor	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$1,116,013.00	13.05%	0%
1	(00891) Florence Cement Company	\$987,141.80	0%	-11.54%
2	(08208) Pro-Line Asphalt Paving Corp.	\$1,034,096.30	4.75%	-7.34%
3	(00588) Ajax Paving Industries, Inc.	\$1,081,383.20	9.54%	-3.10%
4	(_00003) Cadillac Asphalt LLC	\$1,123,731.60	13.83%	0.69%
5	(01411) Barrett Paving Materials Inc.	\$1,125,356.20	14.00%	0.83%

SQUARE LAKE ROAD MILL & OVERLAY ROCHESTER TO DEQUINDRE

1

2





CITY COUNCIL AGENDA ITEM

Date: April 2, 2013

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic & Community Development
Susan A. Leirstein, Purchasing Director
MaryBeth Murz, Purchasing Manager
Timothy L. Richnak, Public Works Director
Kurt Bovensiep, Superintendent Parks, Streets, and Drains

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

History

Three-year requirements of Tree Maintenance Services with an option to renew for one (1) additional year was competitively bid and opened on April 29, 2010, in accordance with City Charter and Code. The scope of work includes all labor, tools, equipment, and transportation for tree maintenance services. These services include preventative tree trimming maintenance, tree removal, storm damage removal, and tree stump removal. These tasks enable the City of Troy to be eligible and recognized as a Tree City USA. On June 7, 2010, Troy City Council approved the three-year contract with an option to renew for one (1) additional year to the low bidder, J. H. Hart Urban Forestry of Sterling Heights, MI at prices as contained on the bid tabulation, which includes the Schedule of Values, expiring July 1, 2013 (Resolution # 2010-06-131-I-4a).

As part of the bid process, City staff was given a chance to compete for the work against the bids received. City staff prepared and submitted a bid proposal, which was included in the original bid tabulation. However, the significant rental cost of the equipment to perform this work (tower trucks, chipper trucks, chippers, stump grinder, dump trucks) increased the bid to the point where the City's proposal was not competitive with the low bidder. Since contracting this service with J. H. Hart Urban Forestry, the City of Troy has sold the majority of the equipment to efficiently perform these tasks in-house and eliminated two (2) of the tree trimmer positions. The City of Troy employees cannot formulate a competitive bid because of these circumstances.

Purchasing

Purchasing has conducted a market survey and determined the City would not benefit from soliciting new bids for tree maintenance services. J H Hart's labor rates are comparable to others; however, their equipment costs are the lowest in the industry. This analysis included a 2.5% escalator for the value added service of one (1) additional year after the first year renewal.

Financial

Funds are available in the Parks and Streets Divisions respective operating budgets.



CITY COUNCIL AGENDA ITEM

April 2, 2013

To: Brian Kischnick, City Manager

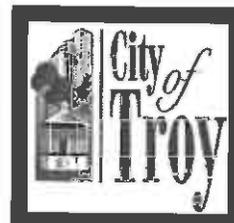
Re: Exercise Renewal Option – Tree Maintenance Services

Recommendation

City management recommends exercising the option to renew for one (1) additional year with J. H. Hart Urban Forestry of Sterling Heights, MI for tree maintenance services at unit prices detailed on the bid tabulation opened April 29, 2010, for an estimated total cost of \$270,000 for the first year, and to extend the contract for one additional year at an estimated total cost of \$276,750, which includes a 2.5% price escalator to expire June 30, 2015.

Department of Public Works
4693 Rochester Road
Troy, MI 48085
(248) 524-3370

The City of Tomorrow...



...Today

10-15-2012

To: Susan Leirstein, Purchasing Director

From: Kurt Bovensiep, Superintendent Parks, Streets, and Drains

A handwritten signature in black ink, appearing to be "KB", located to the right of the "From:" line.

Re: Forestry Contractor, J.H. Hart Urban Forestry Contract Renewal

This letter is in response to the letter received from Judd Hart requesting the City of Troy exercise the optional 1 year renewal at current contractor pricing for contract ITB-COT 10-14 expiring June 30, 2013.

J.H. Hart Urban Forestry has proven to be an outstanding contractor for the City of Troy. The contractor has adapted to all of our requests and provides an efficient and effective operation. I would recommend that the City of Troy honor J.H. Hart Urban Forestry's request and renew the current contract under current pricing for one additional year. Pending the outcome of the market survey I would also like to pursue the additional two (2) year extensions with an increase of 2.5% for the final sixth year if proven to be advantageous to the City of Troy, which is included in the Value Added portion of the contract.

Cc: Timothy Richnak, Director of Public Works



J.H. Hart Urban Forestry



October 11, 2012

Mr. Kurt Bovensiep
Superintendent of Streets, Drains & Parks
City of Troy Department of Public Works
4693 Rochester Road
Troy, MI 48085

Dear Kurt,

Thank you for spending time with me last week.

The award for the City of Troy's 2010 ITB for Tree/Stump maintenance Services required us to furnish the City with a three (3) year contract, with the option for a one (1) year extension in accordance with the specifications for ITB-COT 10-14.

This letter is intended to formally request the one (1) year extension of our tree maintenance contract, which is set to expire on July 1, 2013. In addition, our original bid included a value added section (copy enclosed), with the final paragraph stating:

"If mutually agreed, J.H. Hart Urban Forestry offers to extend the contract to a 5th year, with a 2.5% increase on rates over the 4th year. Also, if mutually agreed, J.H. Hart Urban Forestry offers to extend the contract to a 6th year, with a 2.5% increase on rates over the 5th year."

If the City of Troy also chooses to exercise the fifth and sixth year extension, now, J.H. Hart will only request the 2.5% increase for the sixth year.

We are proud of the long standing and professional relationship we have with you and your staff, and I look forward to the future.

Yours truly,



Judd Hart

EXCEPTIONS AND DEVIATIONS VALUE-ADDED SERVICES

In the event J.H. Hart Urban Forestry shall be selected and awarded the contract in accordance with the terms and conditions of ITB-COT 10-14, Tree Maintenance Services, J.H. Hart Urban Forestry hereby agrees to provide the following value-added services:

- Crew pricing for all Proposals are based on the individual Schedule Of Values. This offers the City of Troy lower crew pricing when less equipment is required.
- J. H. Hart Urban Forestry will not charge over-time rates on daily operations until weekly crew hours exceed forty (40). This offers the City of Troy lower crew pricing and flexibility when a crew, as directed by the City of Troy, is asked to work after 5:00 PM.
- For the duration of the contract period, J.H. Hart Urban Forestry shall remove and dispose of all logs and wood chips generated by City of Troy employees and the Department of Public Works, free of charge.
- J. H. Hart Urban Forestry will produce, free of charge, 120 cubic yards of double shredded hardwood annually for the City of Troy.
- If mutually agreed, J.H. Hart Urban Forestry offers to extend the contract to a 5th year, with a 2.5% increase on rates over the 4th year. Also, if mutually agreed, J.H. Hart Urban Forestry offers to extend the contract to a 6th year, with a 2.5% increase on rates over the 5th year.

No: None
Absent: Beltramini

MOTION CARRIED

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

I-2 Approval of City Council Minutes

Resolution #2010-06-131-I-2

RESOLVED, That Troy City Council hereby **APPROVES** the Minutes of the 7:30 PM Regular City Council Meeting of May 17, 2010 as submitted.

I-3 City of Troy Proclamations:

Resolution #2010-06-131-I-3

RESOLVED, That Troy City Council hereby **APPROVES** the following City of Troy Proclamations:

- a) Joseph Morgan – 2009 Police Officer of the Year
- b) Renee Jelley - 2009 Non-Sworn Police Department Employee of the Year
- c) Lt. David Livingston – 2009 Police Command Officer of the Year

I-4 Standard Purchasing Resolutions:

a) **Standard Purchasing Resolution 1: Award to Low Bidder – Tree Maintenance Services**

Resolution #2010-06-131-I-4a

RESOLVED, That Troy City Council hereby **AWARDS** a three-year contract for Tree and Stump maintenance services with an option to renew for one (1) additional year to the low bidder, J.H. Hart Urban Forestry of Sterling Heights, MI, at unit prices contained in the bid tabulation opened on April 29, 2010, which includes the Schedule of Values, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with the contract expiring July 1, 2013; and

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

I-5 Medi-Go Service Agreement

Resolution #2010-06-131-I-5

RESOLVED, That Troy City Council hereby **APPROVES** the request for funding in the amount of entire municipal and community credits transferred from SMART for Troy Medi-Go Plus for fiscal



CITY COUNCIL ACTION REPORT

May 28, 2010

TO: John Szerlag, City Manager

FROM: John M. Lamerato, Assistant City Manager/Finance & Administration
Susan A. Leirstein, Purchasing Director
Carol K. Anderson, Parks and Recreation Director

SUBJECT: Standard Purchasing Resolution 1: - Award to Low Bidder – Tree Maintenance Services

Background:

- On May 10, 2010, City Council adopted a budget for FY 2010/11, which included the elimination of two (2) AFSCME tree trimmer positions through layoff.
- On April 29, 2010, bid proposals were received to provide tree and stump maintenance services for the City of Troy for three (3) years, with an option to renew for one additional year.
- 142 vendors were notified via the MITN system and three (3) complete bids were received as well as one statement of no bid.
- Due to anticipated staff reductions which include two (2) AFSCME tree trimmers and all seasonal laborers, it will be necessary to contract tree maintenance services in order to continue to deliver the service to the community.
- As part of the bid process, City staff was given a chance to compete for the work against the bids received. City staff prepared and submitted a bid proposal which is included in the attached bid tabulation. However, the significant rental cost of the equipment to perform this work (tower trucks, chipper trucks, chippers, stump grinder, dump trucks) increased the bid to the point where the City proposal was not competitive with the low bidder.
- Based on the cost savings, City management is recommending a contract be awarded to J.H. Hart Urban Forestry to provide tree and stump maintenance services.

Financial Considerations:

- Funds are available in the contractual service accounts of the Parks and Recreation Department, and Public Works Department budgets.
- Due to the significant rental cost of the equipment needed to perform this work, the City will realize a savings of approximately \$118,531.00 a year by contracting out these services.

Legal Considerations:

- ITB-COT 10-14, Tree and Stump Maintenance Services was competitively bid as required by City Charter and Code.
- The award is contingent upon contractor's submission of properly executed contract and bid documents, including insurance certificates and all other specified requirements.

Recommendations:

- City management and the Parks and Recreation Department recommend awarding a three-year contract for tree and stump maintenance services with an option to renew for one additional year to the low bidder, J. H. Hart Urban Forestry of Sterling Heights for an estimated annual cost of \$283,106.00 at unit prices contained in the attached bid tabulation and schedule of values to expire July 1, 2013.

VENDOR NAME:

**	J.H. Hart Urban	City of Troy	Shock Brothers Tree
	Forestry	Employee Proposal	Care
Check Number	016921	N/A	9105104361
Amount	\$10,000.00	N/A	\$10,000.00

PROPOSAL -- FURNISH THREE (3) YEAR REQUIREMENTS OF TREE/STUMP REMOVAL SERVICES WITH AN OPTION TO RENEW FOR AN ADDITIONAL YEAR IN ACCORDANCE WITH THE SPECIFICATIONS

PROPOSAL "A"

TREE REMOVAL	<u>150 Man Hours</u> - Estimated Qty	3	3	3
	Provide three-man tree removal crews, all equipment, saws, vehicles, aerial tower, chipper, trucks, traffic controls etc	Typical Crew Size	Typical Crew Size	Typical Crew Size
	Overtime:	\$ 119.94	\$ 200.58	\$ 165.00
	Holiday Time:	\$ 119.94	N/A	\$ 210.00
		\$ 119.94	N/A	\$ 210.00

PROPOSAL "B"

STUMP REMOVAL	<u>500 Man Hours</u> - Estimated Qty	1	2	2
	Provide a stumping crew including all equipment for removal and grinding of the stumps.	Typical Crew Size	Typical Crew Size	Typical Crew Size
	Overtime:	\$ 84.56	\$ 96.19	\$ 110.00
	Holiday Time:	\$ 84.56	N/A	\$ 140.00
		\$ 84.56	N/A	\$ 140.00

PROPOSAL "C"

BLOCK PRUNING	<u>2,300 Man Hours</u> - Estimated Qty	2 Men (1 Crew)	2 Men (1 Crew)	4 Men (2 Crews)
	Provide two crews consisting of two-men, two aerial towers & two chippers for tree pruning	Typical Crew Size	Typical Crew Size	Typical Crew Size
	Overtime:	\$ 85.02(x2)	\$ 150.90	\$ 200.00
	Holiday Time:	\$ 85.02(x2)	N/A	\$ 280.00
		\$ 85.02(x2)	N/A	\$ 280.00

PROPOSAL "D"

SERVICE REQUEST RESPONSE	<u>3,000 Man Hours</u> - Estimated Qty	2	2	2
	Provide a two-man crew for individual pruning requests	Typical Crew Size	Typical Crew Size	Typical Crew Size
	Regular:	\$ 85.02	\$ 117.69	\$ 100.00
	Overtime:	\$ 85.02	N/A	\$ 140.00
	Holiday Time:	\$ 85.02	N/A	\$ 140.00

PROPOSAL "E"

STORM DAMAGE REMOVAL	<u>100 Man Hours</u> - Estimated Qty	3	3	3
	Provide a three-man crew for storm damage removal	Typical Crew Size	Typical Crew Size	Typical Crew Size
	Overtime:	\$ 166.14	\$ 329.51	\$ 210.00
	Holiday Time:	\$ 166.14	\$ 329.51	\$ 210.00

VENDOR NAME:

VENDOR NAME:		J.H. Hart Urban Forestry	City of Troy Employee Proposal	Shock Brothers Tree Care
PROPOSAL "F"				
OPEN DRAIN TREE & DEBRIS DAM REMOVAL		100 Man Hours - Estimated Qty		
Provide a three-man crew for removal of Trees & debris		3	3	3
Regular:		Typical Crew Size \$ 119.94	Typical Crew Size \$ 195.77	Typical Crew Size \$ 180.00
Overtime:		Hour/3man Crew \$ 119.94	Hour/3man Crew N/A	Hour/3man Crew \$ 225.00
Holiday Time:		Hour/3man Crew \$ 119.94	Hour/3man Crew N/A	Hour/3man Crew \$ 225.00
		Hour/3man Crew		Hour/3man Crew
ESTIMATED GRAND TOTAL PROPOSALS 'A-F':		** \$ 283,106.46	\$ 401,638.32	\$ 313,737.00
INSURANCE:	Can Meet	XX		XX
	Cannot Meet			
SITE INSPECTION:	Y/N	Yes		Yes
	DATE	2004 - 2008		4/22/2010
PROGRESS PAYMENTS:		Weekly		14 Days
CONTACT INFORMATION:	Contact Name:	Judd Hart		Nick Shock
	24 Hr Phone #	248-755-1793		586-838-9241
	Cell Number	248-755-1793		586-489-5407
	Pager Number	248-755-1793		Blank
	Hrs of Operations	7:30 AM to 5 PM		7:30 AM to 4:30 PM
EXTENDING TO MITN PURCHASING COOPERATIVE	Y or N	No		No
PAYMENT TERMS:		14 Days		14 Days
EXCEPTIONS:		Attached To Bid		Blank
ACKNOWLEDGEMENT: Signed	Y or N	Yes		Yes
PROPOSED PERSONNEL & EQUIPMENT	Attached: Y or N	Yes		Yes
SCHEDULE OF VALUES: Attached	Y or N	Yes		Yes

NO BIDS: Branch Tree Service

Clarification

ATTEST:

Thomas Rosewarne

Debra Painter- Deagle

Jeffrey Biegler

Kurt Bovensiep

Linda Bockstanz

**BOLDFACE DENOTES LOW BIDDER

Susan Leirstein CPPO, CPPB
Purchasing Director

VENDOR NAME:

Owen Tree Service		
Inc		
Check Number	437896	
Amount	\$10,000.00	

PROPOSAL -- FURNISH THREE (3) YEAR REQUIREMENTS OF TREE/STUMP REMOVAL SERVICES WITH AN OPTION TO RENEW FOR AN ADDITIONAL YEAR IN ACCORDANCE WITH THE SPECIFICATIONS

PROPOSAL "A"		
<u>TREE REMOVAL</u>	<u>150 Man Hours</u> - Estimated Qty	3
Provide three-man tree removal crews, all equipment, saws, vehicles, aerial tower, chipper, trucks, traffic controls etc	Typical Crew Size	\$ 165.00
Overtime:	Hour/3man Crew	\$ 210.00
Holiday Time:	Hour/3man Crew	\$ 330.00
	Hour/3man Crew	

PROPOSAL "B"		
<u>STUMP REMOVAL</u>	<u>500 Man Hours</u> - Estimated Qty	2
Provide a stumping crew including all equipment for removal and grinding of the stumps.	Typical Crew Size	\$ 125.00
Overtime:	Hour/2-Man Crew	\$ 160.00
Holiday Time:	Hour/2-Man Crew	\$ 300.00
	Hour/2-Man Crew	

PROPOSAL "C"		
<u>BLOCK PRUNING</u>	<u>2,300 Man Hours</u> - Estimated Qty	4 Men (2 Crews)
Provide two crews consisting of two-men, two aerial towers & two chippers for tree pruning	Typical Crew Size	\$ 220.00
Overtime:	Hour/2-Man Crew of 2	\$ 280.00
Holiday Time:	Hour/2-Man Crew of 2	\$ 400.00
	Hour/2-Man Crew of 2	

PROPOSAL "D"		
<u>SERVICE REQUEST RESPONSE</u>	<u>3,000 Man Hours</u> - Estimated Qty	
Provide a two-man crew for individual pruning requests		
		2
Regular:	Typical Crew Size	\$ 110.00
Overtime:	Hour/2-Man Crew	\$ 140.00
Holiday Time:	Hour/2-Man Crew	\$ 200.00
	Hour/2-Man Crew	

PROPOSAL "E"		
<u>STORM DAMAGE REMOVAL</u>	<u>100 Man Hours</u> - Estimated Qty	
Provide a three-man crew for storm damage removal		3
Overtime:	Typical Crew Size	\$ 330.00
Holiday Time:	Hour/3man Crew	\$ 330.00
	Hour/3man Crew	

VENDOR NAME:

Owen Tree Service
 Inc

PROPOSAL "F"

OPEN DRAIN TREE & DEBRIS DAM REMOVAL

Provide a three-man crew for removal of
 Trees & debris

100 Man Hours - Estimated Qty

3

Typical Crew Size

Regular:

\$ 165.00

Overtime:

\$ 210.00

Holiday Time:

Hour/3man Crew
 \$ 380.00

Hour/3man Crew

ESTIMATED GRAND TOTAL PROPOSALS 'A-F':

\$ 347,483.50

INSURANCE: Can Meet
 Cannot Meet

XX

SITE INSPECTION: Y/N
 DATE

Yes

Blank

PROGRESS PAYMENTS:

Weekly

CONTACT INFORMATION:

Contact Name:

Randy Owen

24 Hr Phone #

810-724-6651

Cell Number

810-343-1197

Pager Number

N/A

Hrs of Operations

8 AM to 5 PM

EXTENDING TO MITN PURCHASING COOPERATIVE

Y or N

Yes

PAYMENT TERMS:

Net 30

EXCEPTIONS:

N/A

ACKNOWLEDGEMENT: Signed Y or N

Yes

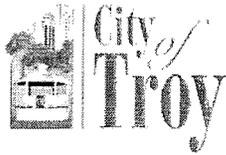
PROPOSED PERSONNEL & EQUIPMENT

Attached: Y or N

Yes

SCHEDULE OF VALUES: Attached Y or N

Yes



**SCHEDULE OF VALUES
2010 PROGRAM**

Your company **MUST** complete this form

ITEM	EQUIPMENT DESCRIPTION:	RATES:
Labor - CERTIFIED ARBORIST Monday - Friday 8 AM to 5 PM		Regular Rate: \$ <u>36.34</u> /Man Hour Overtime Rate: \$ <u>54.51</u> /Man Hour Holiday Time: \$ <u>54.51</u> /Man Hour
Labor - TREE MAN Monday - Friday 8 AM to 5 PM		Regular Rate: \$ <u>36.34</u> /Man Hour Overtime Rate: \$ <u>54.51</u> /Man Hour Holiday Time: \$ <u>54.51</u> /Man Hour
Labor - STUMP GRINDER OPERATOR Monday - Friday 8 AM to 5 PM		Regular Rate: \$ <u>36.34</u> /Man Hour Overtime Rate: \$ <u>54.51</u> /Man Hour Holiday Time: \$ <u>54.51</u> /Man Hour
Labor - Ground Man		Regular Rate: \$ <u>28.03</u> /Man Hour Overtime Rate: \$ <u>42.05</u> /Man Hour Holiday Time: \$ <u>42.05</u> /Man Hour
	Logging Truck with Operator	Regular Rate: \$ <u>77.67</u> /Man Hour Overtime Rate: \$ <u>95.84</u> /Man Hour Holiday Time: \$ <u>95.84</u> /Man Hour

J.H.WART URBAN FORESTRY

SCHEDULE OF VALUES 2010 PROGRAM

Continued

	Front End Loader with Operator	Regular Rate: \$ <u>77.67</u> /Man Hour Overtime Rate: \$ <u>95.84</u> /Man Hour Holiday Time: \$ <u>95.84</u> /Man Hour
	Crane with Operator	Regular Rate: \$ <u>NOT AVAILABLE</u> /Man Hour Overtime Rate: \$ _____ /Man Hour Holiday Time: \$ _____ /Man Hour
	Aerial Tower	\$ <u>13.76</u> /Hour
	Chipper	\$ <u>6.89</u> /Hour
	Dump Truck	\$ <u>6.89</u> /Hour
OTHER:	ARROW BOARD, TRAILER AND PICK-UP, EACH =	\$ <u>6.89</u> /Hour
PLEASE SEE CREW PRICING ↓ EXAMPLES LISTED BELOW		

Hourly Crew Rates	Tree Crews				Brush Chipping	Logging	Stump Grinding	Land Scaping	Stump Grinding
	2-Man	2-Man	3-Man	3-Man	2-Man	1-Man	1-Man	2-Man	3-Man
	Tower Chipper	Tower Dump Chipper	Tower Chipper	Tower Dump Chipper	Dump Chipper	Truck	Dump Stumper	Dump Dump	Dump Dump Stumper
Foreman	\$36.34	\$36.34	\$36.34	\$36.34	\$36.34	\$36.34	\$36.34	\$36.34	\$36.34
Groundman	\$28.03	\$28.03	\$28.03	\$28.03	\$28.03			\$28.03	\$28.03
Groundman			\$28.03	\$28.03					\$28.03
Tower Truck	\$13.76	\$13.76	\$13.76	\$13.76					
Dump Truck		\$6.89		\$6.89	\$6.89		\$6.89	\$6.89	\$6.89
Dump Truck								\$6.89	\$6.89
Chipper	\$6.89	\$6.89	\$6.89	\$6.89	\$6.89				
Stump-Machine							\$41.33		\$41.33
Logging Truck						\$41.33			
Per Hour	\$85.02 _x	\$91.91	\$113.05	\$119.94 _x	\$78.15	\$77.67 _x	\$84.56	\$78.15	\$147.51
Per Hour OTP	\$117.21	\$124.10	\$159.25	\$166.14	\$110.34	\$95.84	\$102.73	\$110.34	\$193.71

Page 2 of 2

Arrow Board	6.89
Pick-Up Truck	6.89
Wood Trailer	6.89

J.H. HART URBAN FORESTRY



CITY COUNCIL AGENDA ITEM

Date: March 18, 2013

To: Brian Kischnick, City Manager

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

Subject: Private Agreement – Contract for Installation of Municipal Improvements
Tim Hortons Restaurant - Project No. 12.917.3

History

Proposed Tim Hortons Restaurant is located at SW Corner of John R & Big Beaver Roads.

The Troy Planning Department administratively approved the preliminary site plan on September 28, 2012.

Site grading and utility plans for this development were reviewed and recently approved by the Engineering Department. The plans include municipal improvements; Water Main and Sanitary Sewer, which will be constructed by Jonna Properties on behalf of the City of Troy. The required fees and refundable escrow deposits in the form of Check, that will assure completion of the municipal improvements, have been provided by Jonna Properties (see attached Private Agreement).

Recommendation

Approval of the Contract for Installation of Municipal Improvements (Private Agreement) is recommended.

City Of Troy

Contract for Installation of Municipal Improvements (Private Agreement)

Project No.: **12.917.3**

Project Location: **NE 1/4 Section 26**

Resolution No:

Date of Council Approval:

This Contract, made and entered into this **15th** day of **February, 2013** by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and **Jonna Properties** whose address is **2360 Orchard Lake Road, Suite 110, Sylvan Lake, MI 48320** and whose telephone number is **(248) 683-7355** hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of **Water Main and Sanitary Sewer** in accordance with plans prepared by **Professional Engineering Associates, Inc.** whose address is **2430 Rochester Ct., Suite 100, Troy, MI 48083** and whose telephone number is **(248) 689-9090** and approved prior to construction by the City in accordance with City of Troy specifications.

SECOND: That the Owners agree to provide the following securities to the City prior to the start of construction, in accordance with the Detailed Summary of Required Deposits & Fees (attached hereto and incorporated herein):

Refundable escrow deposit equal to the estimated construction cost of \$ **22,471.00**. This amount will be deposited with the City in the form of (check one):

- | | |
|--|-------------------------------------|
| Cash | <input type="checkbox"/> |
| Certificate of Deposit & 10% Cash | <input type="checkbox"/> |
| Irrevocable Bank Letter of Credit & 10% Cash | <input type="checkbox"/> |
| Check | <input checked="" type="checkbox"/> |
| Performance Bond & 10% Cash | <input type="checkbox"/> |

Refundable cash deposit in the amount of \$ **7,747.00**. This amount will be deposited with the City in the form of (check one):

- | | | | |
|------|--------------------------|-------|-------------------------------------|
| Cash | <input type="checkbox"/> | Check | <input checked="" type="checkbox"/> |
|------|--------------------------|-------|-------------------------------------|

Non-refundable cash fees in the amount of \$ **2,829.00**. This amount will be paid to the City in the form of (check one):

- | | | | |
|------|--------------------------|-------|-------------------------------------|
| Cash | <input type="checkbox"/> | Check | <input checked="" type="checkbox"/> |
|------|--------------------------|-------|-------------------------------------|

Said refundable escrow deposits shall be disbursed to the Owners after approval by the City. The City reserves the right to retain a minimum of ten (10) percent for each escrowed item until the entire site/development has received final inspection and final approval by all City departments. Refundable cash deposits shall be held until final approval has been issued. Disbursements shall be made by the City within a reasonable time, after request for refund of deposits is made by the Owners.

City Of Troy
Contract for Installation of Municipal Improvements
(Private Agreement)

THIRD: The owners shall contract for construction of said improvement with a qualified contractor. Owners, or their agents, and contractor(s) agree to arrange for a pre-construction meeting with the City Engineer 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, in accordance with the approved plans. Revisions to approved plans required by unexpected or unknown conflicts in the field shall be made as directed by the City.

FOURTH: Owners agree that if, for any reason, the total cost of completion of such improvements shall exceed the sums detailed in Paragraph SECOND hereof, that Owners will immediately, upon notification by the City, remit such additional amounts in accordance with Paragraph SECOND hereof. In the event the total cost of completion shall be less than the sums as detailed in Paragraph SECOND hereof, City will refund to the Owners the excess funds remaining after disbursement of funds.

FIFTH: 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 and/or right-of-way for such public utilities as required by the City Engineer.

City Of Troy
Contract for Installation of Municipal Improvements
(Private Agreement)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate on this _____ day of _____, 20_____.

OWNERS

CITY OF TROY

By:



By:

Please Print or Type

Dane M. Slater, Mayor

Please Print or Type

M. Aileen Bittner, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 11th day of March, A.D. 20 13, before me personally appeared LAITH JONNA 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, Oakland County, Michigan

My commission expires: 10-14-16

JANET M PARSONS
Notary Public, State of Michigan
County of Oakland
My Commission Expires 10-14-2016
Acting In the County of Oakland



CITY COUNCIL AGENDA ITEM

Date: March 15, 2013

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic and Community Development
Steven J. Vandette, City Engineer
Larysa Figol, Sr. Right-of-Way Representative

Subject: Request to Grant a Permanent Underground Utility Easement to Detroit Edison over City Owned Parcel – Sidwell #88-20-31-226-115

History

As part of the Transit Center development project, Detroit Edison has requested a permanent underground utility easement over a portion of the City owned parcel having Sidwell #88-20-31-226-115.

Engineering department staff have reviewed the easement design and content of the easement document and have no reservations in granting the permanent easement.

Financial

The format and content of this easement is consistent with easements previously granted by City Council. There is no cost associated with granting of this easement.

Recommendation

City Management recommends that City Council grant the attached permanent easement.

DTE Electric Company Underground Easement (Right of Way) No. 35855211-35855223

On _____, 2013, for the consideration of system betterment, Grantor grants to Grantee a permanent, non-exclusive underground easement ("Right of Way") in, on, under, and across a part of Grantor's Land called the "Right of Way Area".

"Grantor" is: CITY OF TROY, A MICHIGAN MUNICIPAL CORPORATION, WHOSE ADDRESS IS 500 WEST BIG BEAVER ROAD, TROY, MI 48084

"Grantee" is: DTE Electric Company, a Michigan corporation, One Energy Plaza, Detroit, Michigan 48226

"Grantor's Land" is in T2N, R11E, SEC 31, NE1/4 Troy Township, County of Oakland, and State of Michigan, and is described as follows:

T2N, R11E, SEC 31 PART OF NE 1/4 BEG AT PT DIST S 01-40-27 W 87 FT & N 88-09-00 W 1413.07 FT & S 01-59-00 W 1098.91 FT FROM NE SEC COR, TH S 88-20-27 E 187.05 FT, TH S 01-39-33 W 452.74 FT, TH S 88-20-27 E 25.37 FT, TH S 01-39-33 W 192.17 FT, TH N 88-20-27 W 114.27 FT, TH ALG CURVE TO LEFT, RAD 22961.83 FT, CHORD BEARS N 29-11-51 W 196.63 FT, DIST OF 196.63 FT, TH N 01-59-00 E 476.12 FT TO BEG 2.71 A 7-24-01 FR 012

**Tax Identification Number(s): 20-31-226-015
More Commonly Known As: Vacant Land, Troy, MI**

The "Right of Way Area" is a ten (10') foot wide easement on part of Grantor's Land. The centerline of the Right of Way Area shall be established in the as-built location of the centerline of Grantee's facilities, and shall be installed on Grantor's land in the approximate location described as follows:

THE LEGAL DESCRIPTION AND EASEMENT DRAWING IS MORE PARTICULARLY DESCRIBED ON EXHIBIT "A-1" ATTACHED HERETO AND MADE A PART HEREOF."

**Tax Identification Number(s): 20-31-226-015
More Commonly Known As: Vacant Land, Troy, MI**

- 1. Purpose:** The purpose of this Right of Way is to construct, reconstruct, modify, add to, operate and maintain underground utility line facilities consisting of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories.
- 2. Access:** Grantee has the right of access to and from the Right of Way Area.
- 3. Buildings or other Permanent Structures:** No buildings or other permanent structures or improvements with the exception of existing fence, garage, and/or shed may be constructed or placed in the Right of Way Area without Grantee's prior, written consent. Grantor agrees, at its own expense, to remove any improvement that interferes with the safe and reliable operation, maintenance and repair of Grantee's facilities upon the written demand of Grantee. If Grantor fails to comply with such demand, Grantor agrees that Grantee may remove any such improvement and bill Grantor for the cost thereof, which cost Grantor shall pay within thirty (30) days after demand therefor.
- 4. Excavation:** Pursuant to 1974 Public Act 53, MISS DIG (1-800-482-7171 or 811 in some areas) must be called before any excavation in the Right of Way Area may proceed.
- 5. Trees, Bushes, Branches, Roots, Structures and Fences:** Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches and roots growing or that could grow in the Right of Way Area and remove any structures, improvements, buildings or landscaping, with the exception of existing fence, garage, and/or shed, in the Right of Way Area that Grantee believes could interfere with the safe and reliable construction, operation, maintenance and repair of Grantee's facilities. No landscaping, trees, plant life, structures, improvements or fences may be planted, grown or installed within 8 feet of the front door, or within 2 feet of the other sides, of transformers or switching cabinet enclosures, and Grantee will not be responsible for any damage to, or removal of, landscaping, trees, plant life, structures, and/or improvements located in such areas.

6. Restoration: If Grantee's agents, employees, contractors, subcontractors, vehicles or equipment damage Grantor's Land while entering Grantor's Land for the purposes stated in this Right of Way, then Grantee will restore Grantor's Land as nearly as is reasonably practicable to the condition in which it existed prior to such damage. Restoration with respect to paved surfaces shall consist of asphalt cold patching of the damaged portion of any asphalted surfaces and the cement patching of the damaged portion of any cemented surfaces. However, with the exception of existing improvements, Grantee shall have no liability for the restoration or cost of any improvements whatsoever, including, but not limited to, paving, roadways, parking areas, parking islands, sidewalks, curbing, gutters, or landscaping such as trees, bushes, flowers or grass located within the Right of Way Area that are damaged by Grantee in the course of constructing, reconstructing, modifying, adding to, repairing, replacing, operating or maintaining its facilities as described in paragraph 1 above.

7. Successors: This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

8. Exemptions: Exempt under MCL 207.505(a) and MCL 207.526(a).

9. Governing Law: This Agreement shall be governed by the laws of the State of Michigan.

Grantor(s): City of Troy

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Acknowledged before me in _____ County, Michigan, on _____, 2013, by _____, Its: _____ for City of Troy, a Municipal corporation.	
Notary's Stamp _____	Notary's Signature _____
Acting in _____ County, Michigan	

Drafted by and when recorded, return to: Cassandra Dansby, DTE Electric Company, NWP&D, 37849 Interchange Dr, Farmington Hills MI 48335

SKETCH OF EASEMENT

NOTE: NO FIELD WORK PERFORMED.
DESCRIPTION TAKEN FROM RECORD.

NE CORNER OF SECTION 31,
T2N, R11E, CITY OF TROY,
OAKLAND COUNTY, MICHIGAN.



SCALE: 1" = 60'

20-31-226-028

20-31-226-018

N 88°09'00" W 1413.07'

S 01°40'27" W
87.00'

S 01°59'00" W 1098.91'

P.O.B.

S 88°20'27" E 187.05'

CENTERLINE OF 10 FOOT WIDE EASEMENT
NOTE: THE EASEMENT CENTERLINE MAY VARY IF FIELD
CONSTRUCTION PROBLEMS ARISE. THEREFORE, FOR THE
AS-INSTALLED EASEMENT CENTERLINE CALL
1-800-482-7171 (MISS DIG).

20-31-226-029

N 01°59'00" E 476.12'

1575.03'

20-31-226-016

20-31-226-015

S 01°39'33" W 452.74'

20-31-226-018

12' WD. ELECTRIC
UTILITY EASEMENT
L 21935, P. 071, O.C.R.

S 88°20'27" E 25.37'

GRAND TRUNK RAILROAD

L - 134.13'
R - 22961.83'
CH - S 29°16'32" E
134.13'

10' WD. ELECTRIC
UTILITY EASEMENT

L - 196.63'
R - 22961.83'
CH - N 29°11'51" W
196.63'

P.O.E.

N 62°08'36" E
18.36'

P.O.B.

N 59°21'17" E 59.22'

S 01°39'33" W 192.17'

20-31-226-017

N 88°20'27" W 114.27'

PARENT WO 35854729

CHILD WO 35855211

SRW WO 35855223

JOB NO. 20110519	HUBBELL, ROTH & CLARK, INC.	SHEET NO. 1
DATE 01-18-13	CONSULTING ENGINEERS 555 HULEY DRIVE BLOOMFIELD HILLS, MICH.	OF 2
	P.O. BOX 824 48303-0824	

TIME 18-JAN-2013 11:25
 PEN TBL: \\nas01\vol1\p\giblock.plt
 Q1E1E - \\nas01\vol1\p\giblock.plt
 DESKTOP FTIF - \\nas01\vol1\p\giblock.plt
 USER NAME - Dredbert



1285

DOYLE

1265

Transit Center

1237



Section 31, T2N,
R11E, City of Troy,
Oakland County, MI

LOCATION MAP



CITY COUNCIL AGENDA ITEM

Date: March 25, 2013

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic & Community Development
Steven J. Vandette, City Engineer
William J. Huotari, Deputy City Engineer/Traffic Engineer

Subject: Traffic Committee Recommendations and Minutes – March 20, 2013

History

The Traffic Committee directed the Traffic Engineer to conduct a mail poll of the Troy Mobile Home Villas on Stephenson Highway along with surrounding businesses to ascertain if the No Turn on Red signs are still needed at the intersection of Old Rochester and southbound Stephenson Highway and at the double crossover from southbound Stephenson Highway to northbound Stephenson Highway. The Traffic Committee further directed the Traffic Engineer to conduct a traffic study to verify current traffic patterns at both locations.

A mail poll was conducted of businesses in the immediate area of the signs as well as residents of the Troy Mobile Home Villa. Approximately 25% of the cards sent out were returned with 78% of respondents in favor of removing the signs at Old Rochester to southbound Stephenson. Approximately 63% of respondents were in favor of removing the signs at the double cross over from southbound Stephenson to northbound Stephenson.

Traffic Engineering requested that our traffic consultant, OHM, review traffic operations at both locations and provide a report of their findings. In summary, OHM reports that the No Turn on Red signs at the double crossover can be removed and there would continue to be adequate gaps provided for locations downstream of the signal (i.e. Troy Mobile Home Villa, Naughton, Wheaton, Piedmont). OHM would not recommend removal of the No Turn on Red signs at the intersection of Old Rochester and southbound Stephenson due to safety implications and the location of the stop bar.

This request was discussed at the Traffic Committee meeting of March 20, 2013. There were no members of the public in attendance at the meeting.

Traffic Engineering did receive three (3) emails on the item. Two (2) property owners supported removing the No Turn on Red signs, while one (1) property owner was opposed to removing the signs.

Minutes of the meeting are attached.



CITY COUNCIL AGENDA ITEM

Recommendation

- a. **RESOLVED**, that the No Turn on Red signs at the double crossover for southbound Stephenson Highway to northbound Stephenson Highway be removed.
- b. **RESOLVED**, that No Changes be made at the intersection of Old Rochester and southbound Stephenson Highway

WJH/wjh\G:\Traffic\aaa Traffic Committee\2013\3_March 20\To City Council re March 20 2013 TC Recommendations.doc

A regular meeting of the Troy Traffic Committee was held Wednesday, March 20, 2013 in the Lower Level Conference Room at Troy City Hall. Pete Ziegenfelder called the meeting to order at 7:30 p.m.

1. Roll Call

PRESENT: Sarah Binkowski
Ted Halsey
David Ogg
Al Petrusis
Pete Ziegenfelder

ABSENT: Richard Kilmer
Stevan Popovic

Also present: Bill Huotari, Deputy City Engineer/Traffic Engineer

2. Minutes – January 16, 2013

RESOLUTION # 2013-03-03

Moved by Binkowski
Seconded by Halsey

To approve the January 16, 2013 minutes as printed.

YES: All-5
NO: None
ABSENT: Kilmer, Popovic
MOTION CARRIED

REGULAR BUSINESS

3. Request to Remove No Turn on Red Signs – Old Rochester and Stephenson

The Traffic Committee directed the Traffic Engineer to conduct a mail poll of the Troy Mobile Home Villas on Stephenson Highway along with surrounding businesses to ascertain if the No Turn on Red signs are still needed at the intersection of Old Rochester and southbound Stephenson Highway and at the double crossover from southbound Stephenson Highway to northbound Stephenson Highway. The Traffic Committee further directed the Traffic Engineer to conduct a traffic study to verify current traffic patterns at both locations.

A mail poll was conducted of businesses in the immediate area of the signs as well as residents of the Troy Mobile Home Villa. Approximately 25% of the cards sent out were returned with 78% of respondents in favor of removing the signs at Old Rochester to

southbound Stephenson. Approximately 63% of respondents were in favor of removing the signs at the double cross over from southbound Stephenson to northbound Stephenson.

Traffic Engineering requested that our traffic consultant, OHM, review traffic operations at both locations and provide a report of their findings. In summary, OHM reports that the No Turn on Red signs at the double crossover can be removed and there would continue to be adequate gaps provided for locations downstream of the signal (i.e. Troy Mobile Home Villa, Naughton, Wheaton, Piedmont). OHM would not recommend removal of the No Turn on Red signs at the intersection of Old Rochester and southbound Stephenson due to safety implications and the location of the stop bar.

Traffic Engineering did receive three (3) emails on the item. Two (2) property owners supported removing the No Turn on Red signs, while one (1) property owner was opposed to removing the signs.

There were no members of the public at the meeting.

RESOLUTION # 2013-03-04

Moved by Binkowski
Seconded by Halsey

RESOLVED, that the Traffic Committee recommends that the No Turn on Red signs at the double crossover for southbound Stephenson Highway to northbound Stephenson Highway be removed.

YES: All-5
NO: None
ABSENT: Kilmer, Popovic
MOTION CARRIED

RESOLUTION # 2013-03-05

Moved by Binkowski
Seconded by Halsey

RESOLVED, that the Traffic Committee recommends that No Changes be made at the intersection of Old Rochester and southbound Stephenson Highway

YES: All-5
NO: None
ABSENT: Kilmer, Popovic
MOTION CARRIED

4. Public Comment

There were no members of the public at the meeting.

5. Other Business

Mr. Halsey reports that the traffic signal at the cross over from northbound Rochester Road to southbound Rochester Road, just north of Big Beaver is not in sync with the main intersection traffic signal at Rochester Road and Big Beaver. The Traffic Engineer will report the concerns to the Road Commission for Oakland County (RCOC) for investigation.

Mr. Halsey also asked about the possibility of a project to repair the intersection of Adams and Long Lake. He reports that it is in poor condition. Long Lake and Adams Roads are both under the jurisdiction of the RCOC. There are no projects currently proposed in this area, but the Traffic Engineer will forward the concern to the RCOC Citizen's Services Department.

6. Adjourn

The meeting adjourned at 7:57 p.m.

Pete Ziegenfelder, Chairperson

Bill Huotari, Recording Secretary



CITY COUNCIL ACTION REPORT

March 26, 2013

TO: Brian Kischnick, City Manager

FROM: Susan A. Leirstein, Purchasing Director
William S. Nelson, Fire Chief

SUBJECT: Waiver of Bid for Purchase of Fire Boots

History

There have been major changes in fire fighting protective equipment and the national standards that govern them over the past 15 years. These changes were initiated by studies of firefighter injuries and changes in the environment in which firefighters work. The objective of these changes is to increase firefighter safety while operating in environments that are immediately dangerous to life and health (IDLH) as classified by MIOSHA.

Fire boots are an important part of this protective equipment ensemble as fire fighters operate in adverse weather conditions, in unique circumstances and on ladders and roofs where secure footing is required. In addition, a number of our duty related injuries have occurred because of footing issues such as falls on ice, climbing or descending ladders, and roof operations.

Over the past 18 months our safety committee, which is comprised up of two (2) firefighters from each station and two (2) staff personnel, has conducted extensive research and field testing of fire boots. This extensive evaluation indicated that the Lion Apparel Marshal boot was the clear choice based on superior fit, wear, grip and reduced fatigue for the wearer. A summary of the evaluation is attached.

The Lion Apparel Marshal model boot has an improved sole that is designed for ice and fire conditions, has increased ankle support to prevent rolling ankles, is significantly lighter than our current issued boots. These factors improve fire fighter mobility on stairs and ladders as well as decreasing leg fatigue because of the improved cushion and soles.

Purchasing

Lion Apparel uses the protected distribution area method of selling its products. Apollo Fire Equipment in Romeo, MI is the only authorized dealer for this Lion Apparel product in our area. Based on the attached information it is not possible to secure competitive bids for these boots. A letter from Lion Apparel is attached.

Financial

Funds are budgeted and the purchase planned for the current fiscal year in the Fire Department operating account for fire equipment.

March 26, 2013

To: Brian Kischnick, City Manager
Re: Waiver – Purchase of Fire Boots

Recommendation

City management recommends that the bid process be waived and a contract be awarded to Apollo Fire Equipment of Romeo, MI, to purchase 160 pairs of Lion Apparel Marshal boots at \$287.00/pair for an estimated total cost of \$45,920.00.

Troy Fire Department

Safety Committee Fire Boot Evaluation

Safety Committee Members: John Collins, Jason Voss, Lt. Keith Kohring, Lt. Jonathan Duncan, Capt. Mike Rusing, Lt. Dan Marhle, Lt. Shawn Hugg, George Hawes, Lt. Reid Vandekerkhove, Chuck Kniffen, Dean Bise, Bill Petrusha, Lt. Eric Caloia, Peter Hullinger.

The evaluation of fire boots began in the fall of 2011. Initially, the committee had various manufacturers come and present their products. Based on the presentations, the committee selected 4 different boot styles/manufacturers to evaluate in the field. Two pairs of boots from each manufacturer were issued to various Safety Committee members for a one year field test. This time frame was chosen to make sure that all weather seasons were included as well as multiple incidents and situations.

After the initial testing, two boot manufacturers were selected for further testing. The Globe and Lion boots were the highest rated based on the initial our evaluation process. At that point, half the committee members were issued Lion boots and half were issued Globe boots in addition to the original Globe and Lion boots which stayed in the field evaluation. The testing then continued for another 6 months. At the conclusion of testing the Lion boot was the highest rated boot in all categories which included fit/comfort, donning/doffing, moisture, warmth, thermal protection, slip resistance, fatigue, flexibility, and wearing.

178 evaluations were collected over the test period which provided the committee extensive data to review, and base their decision on. Based on the results the committee has recommended that the Lion Boots are the best choice for the Troy Fire Department.



6 4 5 0
P O E A V E

To: City of Troy MI

From: Dennis L. Smith, Senior Regional Sales Manger

Ref: Apollo fire Equipment, Romeo MI, Fire fighter footwear

P.O. BOX 13576
D A Y T O N
O H I O
45413. 0576

March 21, 2013

To whom it may concern,

Please be advised, Apollo Fire Equipment, Romeo MI is Lion's exclusive distributor of Lion's firefighter footwear for the State Of Michigan.

The current recommended retail price for the Lion "Marshall" firefighter boot is \$370.00.

Please do not hesitate to contact me should you require further information.

With Kind Regards,

Dennis L. Smith

EM: dsmith@lionprotects.com

P: 937 602 6864

800.548.6614

TEL 937.898.1949

FAX 937.898.2848

APOLLO

FIRE EQUIPMENT COMPANY

PRICE QUOTATION

12584 LAKESHORE DRIVE
 ROMEO, MI 48065

PHONE (810) 877-5501
 WATTS 1- 800-626-7783
 FAX (586) 752-6907

David Duddles
 email: dduddles@apollofire.com

TO	Troy Fire Department	DATE	3/7/2013	TERMS	30 Days
	500 West Big Beaver Rd.	PROPOSED SHIPPING DATE		TBD	
	Troy, MI 48084	4 TO BE SHIPPED VIA		UPS	
		QUOTE VALID FOR		30 Days	

160	Lion Marshall-14" pull on boot	\$287.00	45,920.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
	Shipping included		\$0.00
	Sales tax exempt		\$0.00

THANK YOU FOR YOUR BUSINESS

TOTAL \$45,920.00

David Duddles



CITY COUNCIL AGENDA ITEM

Date: March 27, 2013

To: Brian Kischnick, City Manager

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

Subject: Private Agreement – Contract for Installation of Municipal Improvements
Bridgewater Estates Site Condominiums - Project No. 12.919.3

History

Bridgewater Estates Site Condominiums proposed by John R Land, LLC is located on the east side of John R Road between Long Lake and Square lake Roads.

Troy Planning Commission recommended preliminary site plan approval on December 11, 2012.

Site grading and utility plans for this development were reviewed and recently approved by the Engineering Department. The plans include municipal improvements; Water Main, Sanitary Sewer, Storm Sewer, Detention Pond, Concrete Sidewalk, and Concrete Pavement, which will be constructed by John R Land, LLC on behalf of the City of Troy. The required fees and refundable escrow deposits in the form of Performance Bond and 10% Cash, that will assure completion of the municipal improvements, have been provided by John R Land, LLC (see attached Private Agreement).

In addition, in order to provide for additional redundancy in the water main system, the City requests that the proposed water main be extended and connected (looped) by the developer to the existing water main on Sweet Street. Given that this particular loop is beyond the scope of this project, the City is responsible for the cost.

John R Land, LLC has agreed to construct this water main extension and connection, which is an opportune time in order to eliminate future disturbance to residents.

Financial

The City of Troy will reimburse John R Land, LLC \$15,788.00 (upon completion and approval) for the installation of 272 linear feet of water main and related work as part of the Bridgewater Estates Site Condominium development.

Funds are available to pay for this work in the 2012/2013 Water Fund.

Recommendation

Approval of the Contract for Installation of Municipal Improvements (Private Agreement) and the reimbursement to John R Land, LLC of \$15,788.00 is recommended.

City Of Troy
Contract for Installation of Municipal Improvements
(Private Agreement)

Project No.: **12.919.3**

Project Location: **SW 1/4 of Section 12**

Resolution No: _____

Date of Council Approval: _____

This Contract, made and entered into this 26th day of February, 2013 by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and John R Land, LLC whose address is 6939 19 Miles Rd., Sterling Heights, MI 48014 and whose telephone number is 248-892-4802 hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of Water Main, Sanitary Sewer, Storm Sewer, Detention Pond, Concrete Sidewalk, and Concrete Pavement in accordance with plans prepared by Professional Engineering Associates, Inc. whose address is 2430 Rochester Ct., Suite 100, Troy, MI 48063 and whose telephone number is 248-689-9090 and approved prior to construction by the City in accordance with City of Troy specifications.

SECOND: That the Owners agree to provide the following securities to the City prior to the start of construction, in accordance with the Detailed Summary of Required Deposits & Fees (attached hereto and incorporated herein):

Refundable escrow deposit equal to the estimated construction cost of \$ 698,215.00. This amount will be deposited with the City in the form of (check one):

Cash	<input type="checkbox"/>
Certificate of Deposit & 10% Cash	<input type="checkbox"/>
Irrevocable Bank Letter of Credit & 10% Cash	<input type="checkbox"/>
Check	<input type="checkbox"/>
Performance Bond & 10% Cash	<input checked="" type="checkbox"/>

Refundable cash deposit in the amount of \$ 95,632.00. This amount will be deposited with the City in the form of (check one):

Cash	<input type="checkbox"/>	Check	<input checked="" type="checkbox"/>
------	--------------------------	-------	-------------------------------------

Non-refundable cash fees in the amount of \$ 68,577.00. This amount will be paid to the City in the form of (check one):

Cash	<input type="checkbox"/>	Check	<input checked="" type="checkbox"/>
------	--------------------------	-------	-------------------------------------

Said refundable escrow deposits shall be disbursed to the Owners after approval by the City. The City reserves the right to retain a minimum of ten (10) percent for each escrowed item until the entire site/development has received final inspection and final approval by all City departments. Refundable cash deposits shall be held until final approval has been issued. Disbursements shall be made by the City within a reasonable time, after request for refund of deposits is made by the Owners.

City Of Troy
Contract for Installation of Municipal Improvements
(Private Agreement)

THIRD: The owners shall contract for construction of said improvement with a qualified contractor. Owners, or their agents, and contractor(s) agree to arrange for a pre-construction meeting with the City Engineer 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, in accordance with the approved plans. Revisions to approved plans required by unexpected or unknown conflicts in the field shall be made as directed by the City.

FOURTH: Owners agree that if, for any reason, the total cost of completion of such improvements shall exceed the sums detailed in Paragraph SECOND hereof, that Owners will immediately, upon notification by the City, remit such additional amounts in accordance with Paragraph SECOND hereof. In the event the total cost of completion shall be less than the sums as detailed in Paragraph SECOND hereof, City will refund to the Owners the excess funds remaining after disbursement of funds.

FIFTH: 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 and/or right-of-way for such public utilities as required by the City Engineer.

City Of Troy
Contract for Installation of Municipal Improvements
(Private Agreement)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate on this 28th day of February, 20 13.

OWNERS

CITY OF TROY

By:

By:



Please Print or Type

Dane M. Slater, Mayor

Please Print or Type

M. Aileen Bittner, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 28th day of February, A.D. 20 13, before me personally appeared GARY A TADIAN 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.

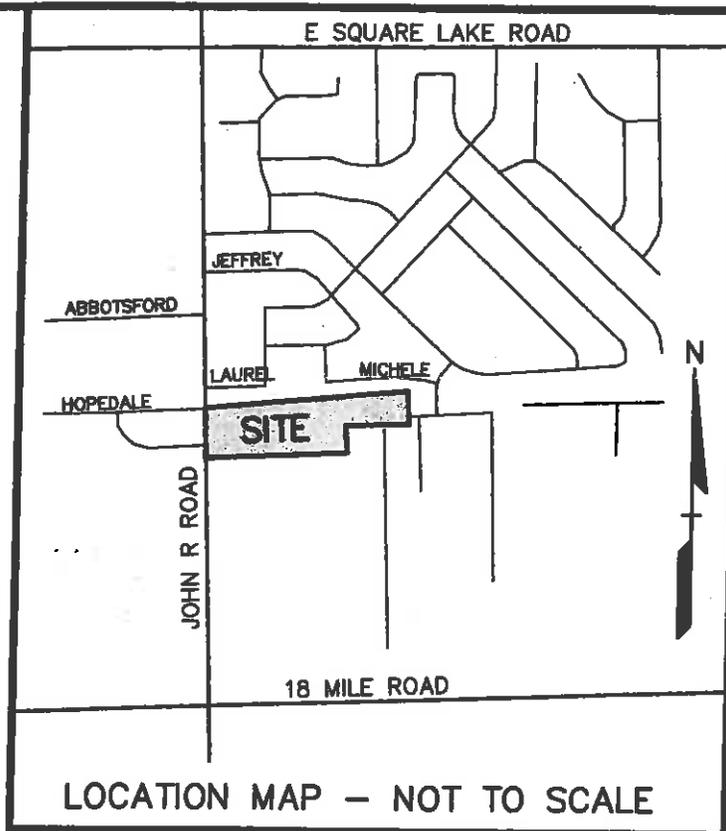


NOTARY PUBLIC, Oakland County, Michigan

My commission expires: 10-14-2016

JANET M PARSONS
Notary Public, State of Michigan
County of Oakland
My Commission Expires 10-14-2016
Acting In the County of Oakland

FOUND



LOCATION MAP - NOT TO SCALE

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

No.	BY	CHK	DESCRIPTION	DATE
1	TMK	JPB	REVISED PER CITY OF TROY ENGINEERING REVIEW	3-12-13
1	TMK	JEC	REVISED PER CITY OF TROY ENGINEERING REVIEW	2-18-13

REVISIONS

CAUTION!!
 THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

THIS DRAWING AND DESIGN ARE THE PROPERTY OF PROFESSIONAL ENGINEERING ASSOCIATES, INC. THEY ARE SUBMITTED ON THE CONDITION THAT THEY ARE NOT TO BE USED, REPRODUCED, OR COPIED, IN WHOLE OR IN PART, OR USED FOR FURNISHING INFORMATION TO OTHERS, WITHOUT THE PRIOR WRITTEN CONSENT OF PROFESSIONAL ENGINEERING ASSOCIATES, INC. ALL COMMON LAW RIGHTS OF COPYRIGHT AND OTHERWISE ARE HEREBY SPECIFICALLY RESERVED. © 2013 PROFESSIONAL ENGINEERING ASSOCIATES, INC.

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.

3 FULL WORKING DAYS



CITY COUNCIL AGENDA ITEM

Date: April 2, 2013

To: Brian Kischnick, City Manager

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

Subject: Private Agreement – Contract for Installation of Municipal Improvements
Donaldson Lot Splits - Project No. 12.916.3

History

Patrick Bismack's proposed Donaldson Lot Splits are located at Donaldson and Cotswold in the NW 1/4 of Section 10 .

Site grading and utility plans for this development were reviewed and recently approved by the Engineering Department. The plans include municipal improvements; sanitary sewer, rear yard storm sewer, grading and soil erosion, which will be constructed by Patrick Bismack on behalf of the City of Troy. The required fees and refundable escrow deposits in the form of Cash, that will assure completion of the municipal improvements, have been provided by Patrick Bismack (see attached Private Agreement).

Recommendation

Approval of the Contract for Installation of Municipal Improvements (Private Agreement) is recommended.

City Of Troy

Contract for Installation of Municipal Improvements (Private Agreement)

Project No.: **12.916.3**

Project Location: **NW 1/4 Section 10**

Resolution No: **Resolution Number**

Date of Council Approval: **Council Approval Date**

This Contract, made and entered into this 14th day of January, 2013 by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and Patrick Bismack whose address is 2742 Powderhorn Ridge, Rochester Hills, MI 48309 and whose telephone number is 248-705-6988 hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of Sanitary Sewer, Rear Yard Storm, Grading and Soil Erosion in accordance with plans prepared by Fazal Khan & Associates whose address is 43279 Scheonherr, Sterling Heights, MI 48313 and whose telephone number is 586-739-8007 and approved prior to construction by the City in accordance with City of Troy specifications.

SECOND: That the Owners agree to provide the following securities to the City prior to the start of construction, in accordance with the Detailed Summary of Required Deposits & Fees (attached hereto and incorporated herein):

Refundable escrow deposit equal to the estimated construction cost of \$ 48,756.00. This amount will be deposited with the City in the form of (check one):

Cash	<input checked="" type="checkbox"/>
Certificate of Deposit & 10% Cash	<input type="checkbox"/>
Irrevocable Bank Letter of Credit & 10% Cash	<input type="checkbox"/>
Check	<input type="checkbox"/>
Performance Bond & 10% Cash	<input type="checkbox"/>

Refundable cash deposit in the amount of \$ 7,700.00. This amount will be deposited with the City in the form of (check one):

Cash	<input checked="" type="checkbox"/>	Check	<input type="checkbox"/>
------	-------------------------------------	-------	--------------------------

Non-refundable cash fees in the amount of \$ 5,140.00. This amount will be paid to the City in the form of (check one):

Cash	<input checked="" type="checkbox"/>	Check	<input type="checkbox"/>
------	-------------------------------------	-------	--------------------------

Said refundable escrow deposits shall be disbursed to the Owners after approval by the City. The City reserves the right to retain a minimum of ten (10) percent for each escrowed item until the entire site/development has received final inspection and final approval by all City departments. Refundable cash deposits shall be held until final approval has been issued. Disbursements shall be made by the City within a reasonable time, after request for refund of deposits is made by the Owners.

City Of Troy
Contract for Installation of Municipal Improvements
(Private Agreement)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate on this 1st day of April, 2013.

OWNERS

CITY OF TROY

By:

By:



Please Print or Type

Dane M. Slater, Mayor

PATRICK BISMACK

Please Print or Type

M. Aileen Bittner, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 1st day of April, A.D. 2013, before me personally appeared PATRICK BISMACK 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, Oakland County, Michigan

My commission expires: 10-14-16

JANET M PARSONS
Notary Public, State of Michigan
County of Oakland
My Commission Expires 10-14-2016
Acting in the County of Oakland

Detailed Summary of Required Deposits & Fees
Donaldson Lot Splits
4 Units - Section 10

PAID
APR 01 2013
CITY OF TROY
TREASURER'S OFFICE

ESCROW DEPOSITS or PERFORMANCE BOND:

Sanitary Sewers	\$25,686
Water Mains	\$0
Storm Sewers	\$0
Rear Yard Drains	\$13,510
Pavement - CONCRETE	\$0
Grading	\$3,500
Detention Basin	\$0
Monuments and Lot Corner Irons	\$60
Deposit for the Repair of Damage to Existing Public Streets Used for Access	\$6,000

TOTAL ESCROW DEPOSITS or PERFORMANCE BOND (REFUNDABLE): \$48,756

(Circle One)

CASH FEES (NON-REFUNDABLE):

Soil Erosion and Sedimentation Control Permits (SUB 10)	\$900
Testing Services (SUB 11)	\$731
Engineering Review and Inspection (PA 1)	\$3,949
Less Initial Engineering Review Fee (Public & Private)(1.1%)	-\$440

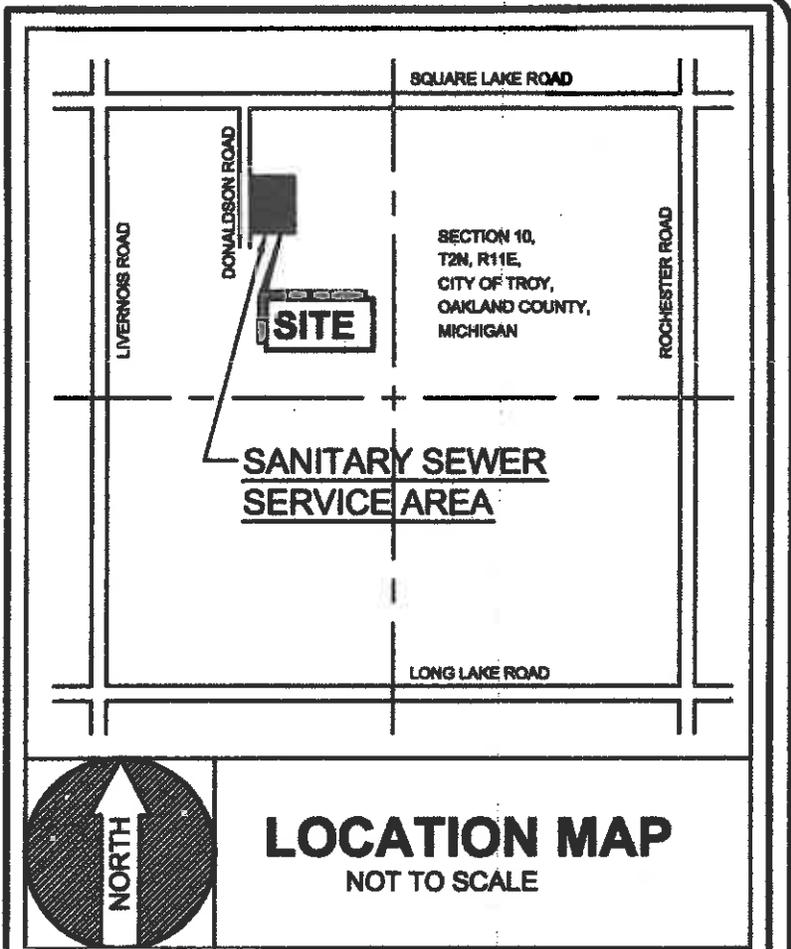
(PA 3) TOTAL CASH FEES (NON-REFUNDABLE): \$5,140

CASH DEPOSITS (REFUNDABLE):

Sidewalk Closures	\$324
Deposit for Maintenance & Cleaning of Ex. Public Streets Used for Access	\$2,000
Punchlist & Restoration Deposit	\$4,876
Deposit for Repair, Replacement or Maintenance of SESC	\$500

(PA 3) TOTAL CASH DEPOSITS (REFUNDABLE): \$7,700

Engineer: Fazal Khan Associates
Developer: Patrick Bismack





CITY COUNCIL AGENDA ITEM

Date: April 4, 2013

To: Brian Kischnick, City Manager

From: Gary G. Mayer, Chief of Police *GGM*
 Thomas Gordon, Police Lieutenant *TL*
 George Zielinski (Preparer), Police Sergeant *GZ*

Subject: Interlocal Agreement (renewal) with City of Sterling Heights for use of gun range

History

- In 2011, the City of Sterling Heights entered into an interlocal agreement with the City of Troy to use the Troy Police Department's indoor gun range. The agreement was for two years with an option to renew. The City of Sterling Heights has paid the City of Troy \$8,000 annually for this agreement.
- Both parties would like to renew this agreement
- Attached copy of the proposed **renewal** Interlocal agreement
- This agreement will not hinder the use of the gun range by our police department

Financial

- The City of Sterling Heights will pay the City of Troy \$8,244 per year for the first two years
- The agreement allows for administrative renewal for up to three (3) additional two (2) year terms with adjustments allowed to the annual fee in accordance with the CPI Inflation Calculator
- No additional staff is required.
- This agreement will generate outside revenue.

Recommendation

- City management recommends entering into the Interlocal Agreement with the City of Sterling Heights for the use of the City of Troy's police gun range, retroactive to April 1, 2013.

City Attorney's Review as to Form and Legality

Allan Motzny (for Lori Grigg Bluhm), City Attorney

4/4/2013

Date

RESOLVED, That Troy City Council hereby **APPROVES** the Interlocal Agreement (Renewal) for Use of Gun Range by Sterling Heights to be effective as of April 1, 2013;

BE IT FURTHER RESOLVED, that Troy City Council **AUTHORIZES** the Mayor and City Clerk to execute the Agreement on behalf of the City of Troy and that a copy of said Agreement is to be attached to the minutes of the meeting.

**INTERLOCAL SERVICE AGREEMENT (RENEWAL) FOR USE
OF GUN RANGE**

This Interlocal Service Agreement dated, this ____ day of April 2013, is made by and between:

City of Sterling Heights
P.O. Box 8009
40555 Utica Road
Sterling Heights, Michigan 48313

-And-

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

RECITALS

WHEREAS, the City of Troy, a Michigan Municipal Corporation, ("TROY"), and the City of Sterling Heights, a Michigan Municipal Corporation, ("STERLING HEIGHTS"), together referred to as the "Parties", are authorized separately by law to provide for the training of police officers under P.A. 230, of the Public Acts of 1972, as amended, being sections 125.1501 to 125.1531 of the Michigan Compiled Laws; and

WHEREAS, the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of 1967, Ex. Sess., being MCL 124.501, et. seq. (the "Act"), permit a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common which each might exercise separately; and

WHEREAS, both TROY and STERLING HEIGHTS have the authority to establish gun ranges for training, certification, practice and maintaining proficiency of police officers for their respective cities; and

WHEREAS, TROY has an established gun range that could be used for the training, certification, practice and maintaining of proficiency of police officers from other cities; and

WHEREAS, the Parties have mutually agreed that this Agreement be entered into to allow police officers from STERLING HEIGHTS to use TROY's gun range for such purposes on a routine basis under the terms set forth below; and

WHEREAS, pursuant to resolution of its governing bodies, the Parties each have the authority to execute this Interlocal Service Agreement ("Agreement") to allow sworn police officers from STERLING HEIGHTS to use TROY'S gun range at a cost to STERLING HEIGHTS, under the terms set forth below.

AGREEMENT

Based upon the foregoing statements, the Parties agree to the following terms, conditions, representations, consideration and acknowledgements and mutually agree as follows:

1. STERLING HEIGHTS acknowledges that it has fully inspected the Troy Police Department gun range and accepts any and all currently existing conditions of the gun range. STERLING HEIGHTS acknowledges that TROY has disclosed that Troy voluntarily performed a lead remediation program for the gun range due to low level test readings for lead, even though those test levels did not violate the Michigan Occupational Safety & Health Administration (MIOSHA) Lead Standards. MIOSHA certified the gun range as within satisfactory lead level limits on December 20, 2007.
2. TROY agrees to allow sworn police officers who are employed with the Sterling Heights Police Department to use the Troy Police Department gun range. The TROY gun range may also be used by other STERLING HEIGHTS' employees or representatives if prior written approval is granted by the TROY Police Chief or his/her designee, as long as there is a STERLING HEIGHTS Safety Officer or Range Officer present at all times when the gun range is used by STERLING HEIGHTS.
3. At all times when STERLING HEIGHTS is using the TROY gun range, a Sterling Heights Safety Officer or a Sterling Heights Range Officer who has completed the training, as set forth in Paragraph 4, shall be present.
4. Each Sterling Heights Police Department Safety Officer or Range Officer shall attend one (1) mandatory training session at the Troy Police Department, which will be taught by the Troy Police Department Training Section. Training will include, but not be limited to: the proper way to use the gun range, proper cleaning of equipment and the protocol for the gun range. By May 1st of every year an Agreement is in effect, STERLING HEIGHTS shall provide TROY with a list of Sterling Heights Safety Officers and Gun Range Officers that will need to be scheduled for training classes. Within ten (10) days after receipt of the list, TROY shall provide STERLING HEIGHTS with a list of training dates and times. Subsequent training for new Sterling Heights Safety Officers and Gun Range Officers will be mutually arranged upon a written request from STERLING HEIGHTS.

5. The Sterling Heights Police Chief or his designee has been supplied with three (3) door fobs to allow access into the Troy Police Department gun range. STERLING HEIGHTS is responsible for immediately reporting any loss of any of these three door fobs to the Troy Police Chief or his/her designee.
6. TROY will annually create a range calendar, which will set range use dates for STERLING HEIGHTS for the calendar year. If either TROY or STERLING HEIGHTS needs to modify the scheduled STERLING HEIGHTS range use dates, then the requesting Party's Police Chief or their designee may request a change contacting the other party as soon as possible. TROY will attempt to accommodate requested changes, but is not required to do so if those changes interfere with Troy personnel availability or previous reservations for use of the gun range.
7. STERLING HEIGHTS shall be responsible for all of its own backers, guns, ammunition, and targets. All weapons and ammunition to be used in the gun range area must be pre-approved by TROY. TROY will provide space for an equipment cabinet in the gun range area for the use of STERLING HEIGHTS, which should be limited to weapons, ammunition, and other related equipment. STERLING HEIGHTS shall be solely responsible for providing the equipment cabinet, and also any desired lock for the cabinet. TROY has no responsibility for any such equipment cabinet or lock.

The STERLING HEIGHTS Chief of Police, or his designee, and TROY Chief of Police, or his designee, may agree in writing to the storage of additional equipment at the gun range or permission to use equipment owned by the other party. Those written agreements may be terminated by either party upon five (5) days written notice directed to the other party. In each instance when a written agreement for the use of equipment exists as set out in this section, the user of the other party's equipment shall be responsible for any damage to the equipment beyond the wear associated with normal use, regardless of any provisions in this Agreement to the contrary.

8. STERLING HEIGHTS is not obligated under this Agreement to use the Troy Police Department gun range exclusively and is expressly allowed to seek other similar venues on an as needed basis without violating this Agreement.
9. STERLING HEIGHTS shall pay to TROY eight thousand two hundred forty four (\$ 8,244.00) dollars¹ per year for use of the gun range under the terms and conditions as set out herein. That payment shall be made in one lump sum within twenty (20) days after the last signature executing this Agreement. There shall be no refund of this annual payment unless TROY exercises the right to terminate the Agreement without cause and with a 30 day written notice, as allowed in Paragraph 11, and in any such case, the refund shall be pro-rated, and shall be based on the number months remaining on the contract after the 30 day written notice is provided.

¹based on CPI from March 2011 to January 2013 = 3.05%

10. This Agreement shall be in effect for a two (2) year term. At least sixty (60) days prior to the end of the term of the Agreement, TROY will conduct an assessment based on information from the Troy Police Department Training Section as to any new issues which may need to be addressed regarding the use of the gun range and if renewal of the Agreement is in the best interest of TROY. If TROY is satisfied that it is in its best interest to continue the Agreement and STERLING HEIGHTS is also interested in continuing the Agreement, TROY and STERLING HEIGHTS may administratively renew the Agreement for up to three (3) additional two (2) year terms with adjustments allowed to the annual fee in accordance with the CPI Inflation Calculator. The City Manager of each city may execute a renewal Agreement on behalf of their respective Cities in accordance with these terms. All other terms and conditions of the Agreements shall remain in effect. Any significant changes to the Agreement must be approved by the City Council of each City
11. Regardless of the term of the Agreement, either Party for any reason may terminate the Agreement with a minimum thirty (30) days written notice to the other Party.
12. All users of the Troy gun range shall comply with all federal, state and local ordinances while on TROY property. If there is a complaint of a violation of law, or of misuse of the gun range or other inappropriate conduct by a STERLING HEIGHTS employee or representative, and such complaint is validated after both Parties have the opportunity to participate in an investigation, then TROY may immediately terminate this Agreement.
13. The Parties agree that at all times and for all purposes under the terms of this Agreement, there is no employer-employee relationship between the Parties. No liability, right or benefit associated with any employer-employee relationship shall be implied by the terms of this Agreement or service performed under this Agreement.
14. STERLING HEIGHTS agrees that TROY shall have no liability for disability and workers' compensation benefits, including derivative benefits, dependent benefits or other benefits related to disability and workers' compensation benefits, for STERLING HEIGHTS own employees and, if applicable, others working on its behalf.
15. Each Party agrees to be liable for, defend, pay on behalf of, indemnify, and hold harmless the other Party, its elected and appointed officials, employees and others working for that Party from any third party claims, demands, suits, or loss of any nature, including, but not limited to, bodily injury or death and/or property damage, which arises out of or is in any way connected with the use of the Troy Police Department gun range pursuant to this Agreement. This duty to indemnify,

defend and hold harmless shall include all costs of litigation or defense of claims including attorney fees, costs and expert fees.

16. Within ten (10) days from the execution of this Agreement, each Party shall provide a Certificate of Insurance, acceptable to the other Party, demonstrating that general liability coverage is available for any and all claims for personal injury or property damage which are or might be caused by use of the gun range by TROY or STERLING HEIGHTS on behalf of the other Party. Each Party agrees to keep said insurance coverage in full force and effect for the term of this Agreement or any renewals thereof. Each Party shall submit to the other Party, prior to the expiration of any insurance coverage, the new Certificate(s) of Insurance acceptable to the other Party. Any Certificate(s) of Insurance shall name the other Party as an additional insured and contain the following cancellation notice:

“Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder.”

Either Party may request a copy of said insurance certificate at any time during this Agreement. Failure to produce a certificate of insurance within twenty (20) days of a request by a Party shall allow the requesting Party to terminate the Agreement.

A lapse in the insurance coverage required under the Agreement shall be considered a material breach of this Agreement and the Agreement shall become null and void automatically at any time such a lapse in coverage exists.

17. The Parties agree that they shall promptly deliver to the other Party written notice and copies of any claims, complaints, charges, or any other accusations or allegations of negligence or other wrongdoing, whether civil or criminal in nature that the other Party becomes aware of and which involves the use of the gun range by STERLING HEIGHTS under this Agreement. Unless otherwise provided by law and/or the Michigan Court Rules, the Parties agree to cooperate with one another in any investigation conducted by the other Party of any acts or performances of any services under this Agreement.
18. The Parties agree that all indemnification and hold harmless promises, waivers of liability, representations, insurance coverage obligations, liabilities, payment obligations and/or any other related obligations provided for in this Agreement with regard to any acts, occurrences, events, transactions, or claims, either occurring or having their basis in any events or transaction that occurred before termination of this Agreement, shall survive the termination.
19. Any written notice required or permitted under the Agreement shall be

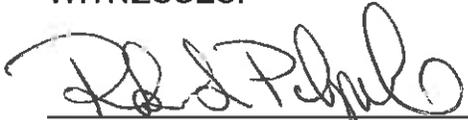
considered delivered to a Party as of the date that such notice is deposited, with sufficient postage, with the U.S. Postal Service. Unless specifically otherwise set out in the Agreement, all writing sent to TROY shall be sent to: City of Troy Chief of Police, 500 W. Big Beaver Road, Troy, MI 48084. All writing sent to STERLING HEIGHTS shall be sent to: City of Sterling Heights Chief of Police, City of Sterling Heights, P.O. Box 8009, 40555 Utica Road, Sterling Heights, MI 48313.

20. This Agreement sets forth the entire Agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not constructed strictly for or against any party. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement.
21. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from the Agreement. The remainder of this Agreement shall remain in full force.
22. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan or the United States District Court for the Eastern District of Michigan, Southern Division as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
23. The Recitals shall be considered an integral part of this Agreement.
24. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication), right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
25. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all registrations, licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform all of its obligations under this Agreement. Upon request, a Party shall furnish copies of any registrations, permits, licenses, certificates or governmental authorizations to the requesting Party.
26. No fact, failure or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, shall

be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties on this ____ day of April, 2013.

WITNESSES:

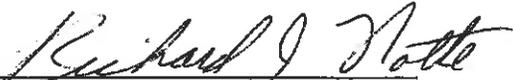


Robin L. Pruzzolo



Utsa L. Didaskalos

CITY OF STERLING HEIGHTS,

By: 

Richard J. Notte, Mayor

By: 

Mark Carufel, City Clerk

WITNESSES:

CITY OF TROY,

By: _____
Dane Slater, Mayor

By: _____
M. Aileen Bittner, City Clerk



CITY COUNCIL AGENDA ITEM

Date: April 1, 2013

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic and Community Development
Steven J. Vandette, City Engineer
Susan Leirstein, Purchasing Director
MaryBeth Murz, Purchasing Manager
Larysa Figol, Sr. Right-of-Way Representative

Subject: Request to Publish and Solicit for Public Sealed Bid – Sale of Excess Parcel
3545 Rochester Road, Sidwell #88-20-22-277-027

History

City Council previously authorized the Engineering Department to engage the services of an independent fee appraiser licensed in the State of Michigan for the purpose of establishing market value for the City owned property located at 3545 Rochester Road in Section 22 at the southwest corner of Rochester Road and Colebrook. (Resolution #2012-05-114)

An appraisal was prepared by the appraisal firm Terzo & Bologna, Inc. Their opinion of value of the property in fee simple is \$127,000.

This parcel was acquired as part of the 2010 Rochester Road Improvement project. The property was previously used as a commercial site zoned CB, Community Business District. The parcel footprint is 8,840 square feet, or 0.198 net acres, with a single-tenant retail/office commercial building of approximately 1,280 gross square feet in size.

The City acquired this property in 2010 by Consent Judgment with a final compensation amount of \$346,000. The current opinion of value offered by the appraisal reflects the lack of the site's utility due to the lack of parking as the remaining footprint of the property is too small to accommodate some uses under current zoning requirements. Assemblage of surrounding parcels would be beneficial for any future development.

Purchasing

The property will be offered for sale by sealed bid. The City reserves the right to award the bids to the highest responsible bidder meeting specifications. The property and structures will be purchased in "as is" and "where is" condition. The disposal of City owned excess property will follow the guidelines set forth by City Council Resolution #2007-01-028, a copy of which is attached.

Financial

The Rochester Road Improvement project was funded primarily with federal funds and thus any monies received from the sale of this property must be used in accordance with federal guidelines. 23 CFR 701.403 states that "The Federal share of net income from the sale or lease of excess real property shall be used by the STD (State Transportation Department) for activities eligible for funding under title 23 of the United States Code." Therefore, any funds received from the sale of this property will be redirected to a Title 23 transportation project or any project that meets the criteria set forth in 23 CFR 710.403.

Recommendation

City staff recommends that the property located at 3545 Rochester Road be advertised for sealed bid at the minimum acceptable appraised value of \$127,000.

Vote on Resolution to Amend Disposal/Sale of Excess Property as Amended

Resolution #2007-01-028
Moved by Stine
Seconded by Lambert

WHEREAS, The City Council of the City of Troy endeavors to attain the highest and best land use, effective growth control measures and to enhance the health, safety and welfare of the community; and

WHEREAS, Chapter 12 of the Troy City Charter requires that..."in all sales or purchases in excess of \$10,000, (a) the sales or purchases shall be approved by the City Council, (b) sealed bids shall be obtained, except where the City Council shall determine that an emergency exists or that the public interest will be best served without obtaining sealed bids...";

THEREFORE, BE IT RESOLVED, That the City Council of the City of Troy **MAY DETERMINE** that the public interest will best be served without obtaining sealed bids for the sale of remnant parcels which remain after required right-of-way or excess property is taken when a purchase agreement is offered to the City of Troy by a prospective buyer which:

1. Has submitted evidence of ownership or control of an assembly of adjoining land of sufficient size so as to achieve what is believed to be the best possible development as determined by the City Council after review and recommendation from the City Manager.
2. Has submitted a conceptual site plan, which has been drawn to sufficient detail to indicate any and all features such as setbacks, parking and access, storm water detention and building height, which are governed by codes of the City of Troy.
3. Is accompanied by a petition for rezoning, if necessary, in compliance with the Master Land Use Plan of the City of Troy as being the most appropriate land use.
4. Commits the prospective buyer to a purchase price of at least a value established by an appraiser named by the Real Estate and Development Department of the City of Troy.
5. During the site plan review, site plan is accompanied by architectural renderings of all buildings along with a description of building materials to permit evaluation by building quality.
6. Is accompanied by a draft of proposed deed restrictions prepared by the City of Troy which will be imposed upon the purchaser of the City-owned property.
7. Nothing in this resolution relieves the Purchaser/Developer of their obligation to adhere to any and all City Ordinances and development standards.

BE IT FURTHER RESOLVED, That staff will **PROVIDE** an analysis of the zoning and **PRESENT** the remnant parcel(s) to the Parks and Recreation Advisory Committee to review for possible use as parks prior to Council action on the offer to purchase; and

BE IT FURTHER RESOLVED, That if it is most probable that a rezoning will be requested, that an appraisal based on that subsequent rezoning also be submitted; and

BE IT FINALLY RESOLVED, That the City Council **RETAINS** discretionary authority to determine the applicability of this policy.

Yes: All-7

The screenshot displays the City of Troy GIS Online interface. At the top, the header includes the City of Troy logo, the text "GIS Online", and "Oakland County · Michigan". A search bar is located on the right side of the header. Below the header is a navigation menu with categories: "Getting Around", "Maps & Data Sources", "Tasks", "Analysis", and "Workflows". Under "Tasks", there are several icons and labels: "Show Layers", "Layer Drawing Order", "Simple Query", "Advanced Query", "Advanced Filter", "Add Map Layer", "Add Shapefile", "Add CSV File", "Bird™ Maps", and "Google Maps™".

The main area of the interface is an aerial map showing a residential neighborhood. Yellow lines delineate parcel boundaries. Several addresses are overlaid on the map in white text with black outlines: 895, 925, 3615, 3601, 898, 914, 930, 3545, 3529, 3527, 3525, 925, 965, 973, and 3515. A red line points to a specific parcel labeled "City Owned Parcel" with "Source #08-20-22-271-027". In the bottom left corner, there is a scale bar showing 100 feet and 25 meters. The map is titled "Aerial Base Map" in the top right corner.

**Request to Publish and Solicit for Public Sealed Bid – Sale of Excess Property
3545 Rochester Road, Sidwell #88-20-22-277-027**

Resolution # 2013-4-

RESOLVED, that the TCC hereby authorizes the Engineering Department, in conjunction with the Purchasing Department to advertise and sell by sealed bid to the highest bidder meeting specifications, the City owned property located at 3545 Rochester Road and having Sidwell #88-20-22-277-027 for or above the minimum bid value established at the appraised value of \$127,000.



CITY COUNCIL AGENDA ITEM

Date: March 27, 2013

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic & Community Development
R. Brent Savidant, Planning Director

Subject: ANNOUNCEMENT OF PUBLIC HEARING (APRIL 15, 2013) – ZONING ORDINANCE TEXT AMENDMENT (File Number: ZOTA 245) – Sober Living Facilities

The text amendment will regulate sober living facilities in the City of Troy, including a definition for sober living facilities. Sober living facilities with 6 or fewer residents are treated as single family residential uses, similar to adult foster care small group homes. Sober living facilities with 7 or more residents are permitted subject to special use approval in the R-1A through R-1E, RT, MR, UR, IB and OM districts. As such, they will require special use approval by Planning Commission, including submission of a Preliminary Site Plan and meeting all related standards for sober living facilities.

The attached memos prepared by Carlisle\Wortman Associates, Inc. provide additional background.

The Planning Commission discussed this item at four public meetings. The Planning Commission held a public hearing on this item on March 26, 2013, and recommended approval of the text amendment.

A public hearing for this item is scheduled for the April 15, 2013 City Council Regular meeting.

Attachments:

1. Public notice language
2. Zoning Ordinance Text Amendment Public Hearing Draft
3. Report prepared by CWA dated February 6, 2013
4. Report prepared by CWA dated March 8, 2013
5. Planning Commission minutes from March 26, 2013 Special/Study meeting (excerpt)

CITY OF TROY
PUBLIC HEARING

A Public Hearing will be held by and before the City Council of the City of Troy at City Hall, 500 W. Big Beaver, Troy, Michigan, on Monday, April 15, 2013, at 7:30 p.m. or as soon thereafter as the agenda will permit, to consider adopting proposed amendments to the Zoning Ordinance, Chapter 39 of the Code of the City of Troy, to facilitate Sober Living Facilities and associated provisions, including definition and permitted locations.

Comments can be expressed at the Public Hearing, or written comments can be directed to the attention of the Planning Department, City of Troy, 500 W. Big Beaver Road, Troy, Michigan 48084, or by e-mail to planning@troymi.gov no later than 3:00 p.m. on the date of the meeting. If you have questions you may contact the Planning Department by e-mail or by phone at (248) 524-3364.

The application on file can be viewed and/or copies can be purchased at the Planning Department, City of Troy, 500 W. Big Beaver Road, Troy, Michigan 48084.

Notices and information for public hearings will also be posted on the City website at <http://www.troymi.gov/PublicHearings/>.

Aileen Bittner, CMC
City Clerk

NOTICE: *Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk by e-mail at clerk@troymi.gov or by calling (248) 524-3317 at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.*

CITY OF TROY

AN ORDINANCE TO AMEND
CHAPTER 39 OF THE CODE
OF THE CITY OF TROY
CITY COUNCIL PUBLIC HEARING DRAFT

The City of Troy ordains:

Section 1. Short Title

This Ordinance shall be known and may be cited as an amendment to Chapter 39, Zoning Ordinance, of the Code of the City of Troy.

Section 2. Amendment

Chapter 39 of the Code of the City of Troy is amended as follows

Add the following definition to Section 2.02 DEFINITIONS:

SOBER LIVING FACILITY: A temporary residential living arrangement for seven (7) or more adult persons leaving an institutional setting recovering from drug or alcohol addiction and in need of a supportive living arrangement in order to readjust to living outside the institution. These are persons who are receiving therapy and counseling from licensed or certified professional staff and trained non-professional or paraprofessional support staff who are present when residents are present, to help them recuperate from the effects of drug or alcohol addiction. Sober living facility may provide limited supportive services to residents only, including: mental health services; clinical rehabilitation services; social services; financial management services; legal services; and other similar supportive services. Residency is limited to a specific number of weeks or months, typically 24 months or less. This definition does not constitute halfway houses for those released from prison or a homeless situation.

Add the following to Section 4.21 SCHEDULE OF USE REGULATIONS:

Institutional

	R1A- R1E	RT	MR	UR	MHP	CF	EP	CB	GB	IB	O	OM	RC	PV	P
<u>Sober Living Facilities</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>S</u>	<u>NP</u>	<u>S</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>

Add Section 6.33 to read as follows:

SECTION 6.33 SOBER LIVING FACILITIES:

- A. Sober Living Facilities serving six (6) persons or less. A Sober Living Facility serving six (6) persons or less shall be considered a single-family use of property.
- B. Sober Living Facilities serving seven (7) or more adult persons.
 - 1. All residents shall be eighteen (18) years of age or older.
 - 2. Frontage on either a major or minor arterial street shall be required.
 - 3. Appropriate licenses with the State of Michigan shall be maintained.
 - 4. The subject parcel shall meet the minimum lot area requirements for the zoning district in which it is located provided there is a minimum site area of twenty-five hundred (2,500) square feet per adult, excluding employees and/or caregivers.
 - 5. Facilities may include ancillary facilities such as multi-purpose recreational rooms and meeting rooms.

Add the following to Table 13.06-A to read as follows:

Institutional and Places of Gathering

<u>Sober Living Facilities</u>	<u>1 space for each 1 per bed and 1 space per employee and/or caregiver at largest shift</u>
--------------------------------	--

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 amendment to the Zoning Ordinance shall take effect seven (7) days after publication, which shall be published within 15 days of adoption, as required the Michigan Zoning Enabling Act (Act 110 of 2006).

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 _____, 2013.

Dane Slater, Mayor

Aileen Bittner, City Clerk



CARLISLE

WORTMAN
associates, inc.

605 S. Main Street, Ste. 1
Ann Arbor, MI 48104

(734) 662-2200

(734) 662-1935 Fax

MEMORANDUM

TO: R. Brent Savidant, AICP, Planning Director

FROM: Ben Carlisle, AICP

DATE: February 6, 2013

RE: Sober Living Zoning Ordinance Amendments

An organization, Great Lakes Recovery Community, is interested in using a property in Troy as a structured and professionally administered residential treatment facility to serve infirmed persons suffering from a primary substance use disorder diagnosis or dual diagnoses of substance use disorder/addiction and psychiatric illness. The use is not specifically listed in the Schedule of Regulations of the City of Troy Zoning Ordinance.

Section 4.05 of the Zoning Ordinance gives the Zoning Administrator the authority to determine which district a use is permitted in. The Zoning Administrator may refer a proposed use to the Planning Commission for determination of the appropriate district(s) in which said use may be permitted. Furthermore, the Adult Foster Care Facility Licensing Act, 218 of 1979, clearly states that an establishment commonly described as an alcohol or a substance abuse rehabilitation center is not classified as an adult foster care facility. Thus this type of facility is not defined nor regulated under that act. Though the applicant notes they are working with the State, currently this is essentially a non-state regulated group home facility. However, since persons recovering from alcohol and drug addiction are considered to be handicapped, they have certain protections under the Americans with Disabilities Act and the Federal Fair Housing Act. Thus, any regulation that treats sober living homes less favorably than similar uses may be considered exclusionary and difficult to justify.

On January 22, 2013 the Planning Commission met to discuss the interpretation and appropriate districts of such use. After lengthy discussion, the Planning Commission directed staff to define the use; add the use to the schedule of uses (Section 4.21) as not-permitted, permitted, or special use based on appropriateness in each district; and add any necessary specific use regulations. This memo is a recommendation of draft language based on the best practices and the direction of the Planning Commission:

BEST PRACTICES:

Zoning studies and associated regulations for sober living or recovery centers were limited. Through research we identified three communities that defined similar uses and adopted associated regulations:

Saint Paul, Minnesota

The City Council directed a Sober House Zoning Study in May 2005, after the Council was informed that the number of sober houses locating in the city was on the rise. The study found that similar to Troy, the Ordinance did not list the use nor provide a similar use. As a result of the study, the City Council passed an ordinance addressing the following:

- Added definition:

A dwelling unit occupied by more than four persons, all of whom are in recovery from chemical dependency and considered handicapped under the Federal Fair Housing Act Amendments of 1988. It provides a non-institutional residential environment in which the residents willingly subject themselves to written rules and conditions, including prohibition of alcohol and drug use (except for prescription medications obtained and used under medical supervision), intended to encourage and sustain their recovery. The residents of a sober house are similar to a family unit, and share kitchen and bathroom facilities and other common areas of the unit. Sober houses are financially self-supporting. This definition does not include facilities that receive operating revenue from governmental sources. Sober houses do not provide on-site supportive services to residents, including the following: mental health services; clinical rehabilitation services; social services; medical, dental, nutritional and other health care services; financial management services; legal services; vocational services; and other similar supportive services.

- Added application procedure
- Limited sober houses in residential districts to ten or less residents
- Requires a Special Use for any facility over 17 residents
- Incorporated parking standards of 1.5 parking space per resident
- Created minimum lot area as the minimum lot area of the district plus 800 sq/ft per resident
- Set concentration distance: No sober living facility may be located within 300 of another

Los Angeles, CA

In 2011, Los Angeles adopted an ordinance that defined sober houses and similar facilities as “Alcoholism or Drug Abuse Recovery or Treatment Facility.” Defined as *any premises, place or building licensed by the State of California that provides 24-hour residential nonmedical services to adults who are recovering from problems related to alcohol, drug or alcohol and drug misuse or abuse, and who need alcohol and drug recovery treatment or detoxification services.* In addition to the definition, the ordinance adopted the following standards:

- If located in residential neighborhood, the facility is consistent with the residential character
- Security lighting must be shielded
- Occupancy limit of two residents for every bedroom

Champaign County, IL

In 2010, the County adopted an ordinance allowing recovery centers. These facilities were limited to agricultural zoning districts as a special use and they must be operated by and located on the same property as a church or temple. The following additional standards were adopted:

- Must be served by public transportation

- The maximum number of residents allowed at one time shall be the smaller of the following numbers:
 - 10% of the maximum occupancy of the main worship area of the associated church or temple
 - 30 persons
- The minimum required lot area shall be:
 - 20,000 square feet if served by a connected to sanitary sewer system
 - 30,000 square feet plus 7,000 square feet per resident if not served by a connected sanitary sewer system
- Facility shall include 24 hour supervision

It appears that these regulations were adopted for a specific property and/or applicant.

Shelby Township:

Great Lakes Recovery Center operates a six-woman facility in Shelby Township, which the Planning Commission visited. I contacted Glenn Wynn, Planning Director of Shelby Township. Mr. Wynn was not aware of the facility and noted that there are no specific use and regulations of this facility in the ordinance. Since they are under seven (7) persons, they are considered a State Regulated Adult Residential facility. Mr. Wynn also noted that they have not received any complaints or any correspondence from the neighborhood regarding the use.

TROY ZONING AMENDMENT:

Based on the direction of the Planning Commission and review of best practices, we recommend naming these facilities “recovery center” and adding following zoning amendments:

Definition:

Recovery Center: A temporary residential living arrangement for seven (7) or more persons leaving an institutional setting recovering from drug or alcohol addiction and in need of a supportive living arrangement in order to readjust to living outside the institution. These are persons who are receiving therapy and counseling from support staff who are present when residents are present, to help them recuperate from the effects of drug or alcohol addiction. Recovery center may provide limited supportive services to residents only, including: mental health services; clinical rehabilitation services; social services; financial management services; legal services; and other similar supportive services. Residency is limited to a specific number of weeks or months. This definition does not constitute halfway houses for those released from prison or a homeless situation.

The intent of the definition is to distinguish between recovery center and more service-intensive, government-licensed housing facilities occupied by residents with a higher level of dependence, and to reduce the existing lack of clarity about what constitutes a “legitimate” recovery center. This definition would not include dwelling units occupied by six (6) or less residents, which are covered by the standard definition of family, and by-right in single-family residential.

Use Table:

	R1A-R1E	RT	MR	UR	MHP	CF	EP	CB	GB	IB	O	OM	RC	PV	P
Recovery Center	S	S	S	S	NP	NP	NP	NP	NP	S	NP	S	NP	NP	NP
For Comparison Purposes only															
Senior assisted/independent living	P	P	P	P	NP	P	NP	P	P	P	NP	P	NP	NP	NP
Multiple-family dwellings (2-8 stories)	NP	NP	P	P	NP	NP	NP	NP	NP	P	NP	NP	NP	NP	NP
Convalescent centers	NP	NP	S	S	NP	P	NP	P	P	P	P	P	NP	NP	NP
Adult foster care, family home	P	P	P	P	P	P	NP								
Adult foster care, Small group home	S	S	S	S	S	S	NP								
Adult foster care, large group home	S	S	S	S	S	S	NP								
Adult foster care, congregate facility	S	S	S	S	S	S	NP								

Specific Use Provisions:

Recovery Center:

- A. Recovery Center serving six (6) persons or less. A Recovery Center serving six (6) persons or less shall be considered a single-family use of property.
- B. Recovery Center Adult serving between seven (7) or more persons.
 1. A site plan, prepared in accordance with Article 8 shall be required to be submitted.
 2. Frontage on either a major or minor arterial street shall be required.
 3. Parking: 1 space per bed and (1) off-street parking space per employee and/or caregiver at largest shift shall be provided.
 4. Appropriate licenses with the State of Michigan shall be maintained.
 5. The subject parcel shall meet the minimum lot area requirements for the zoning district in which it is located provided there is a minimum site area of twenty-five hundred (2,500) square feet per adult, excluding employees and/or caregivers.
 6. Facility may include ancillary facilities are allowed such as multi-purpose recreational rooms and meeting rooms.

Benjamin R. Carlisle

CARLISLE/WORTMAN ASSOC., INC.
Benjamin R. Carlisle, LEED AP, AICP



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WORTMAN
associates, inc.

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MEMORANDUM

TO: R. Brent Savidant, AICP, Planning Director

FROM: Ben Carlisle, AICP

DATE: March 8, 2013

RE: Sober Living Zoning Ordinance Amendments

On February 12, the Planning Commission first considered zoning language regarding sober living facilities. The revised language below considers the comprehensive discussion between staff and the Planning Commission, as well as input from a Sober Living facility provider. Changes to the zoning ordinance language since the February 12 consideration is either underlined or ~~struckthrough~~ accordingly.

Please remember that since persons recovering from alcohol and drug addiction are considered to be disabled, they have certain protections under the Americans with Disabilities Act and the Federal Fair Housing Act. Thus, any regulation that treats sober living homes less favorably than similar uses may be considered exclusionary and difficult to justify. See our February 6, 2013 memo for more details regarding project background and zoning best practices.

If the Planning Commission agrees with the following Zoning Ordinance language, a public hearing will be scheduled.

TROY ZONING AMENDMENT:

Based on the direction of the Planning Commission and review of best practices, we recommend adding the following definition and zoning provisions:

Definition:

Sober Living Facility Recovery Center: A temporary residential living arrangement for seven (7) or more adult persons leaving an institutional setting recovering from drug or alcohol addiction and in need of a supportive living arrangement in order to readjust to living outside the institution. These are persons who are receiving therapy and counseling from licensed or certified professional staff and trained non-professional or paraprofessional support staff who are present when residents are present, to help them recuperate from the effects of drug or alcohol addiction. Recovery center may provide limited supportive services to residents only, including:

mental health services; clinical rehabilitation services; social services; financial management services; legal services; and other similar supportive services. Residency is limited to a specific number of weeks or months, typically 24 months or less. This definition does not constitute halfway houses for those released from prison or a homeless situation.

The intent of the definition is to distinguish between sober living facility and more service-intensive, government-licensed housing facilities occupied by residents with a higher level of dependence, and to reduce the existing lack of clarity about what constitutes a “legitimate” sober living facility. This definition would not include dwelling units occupied by six (6) or less residents, which are covered by the standard definition of family, and by-right in single-family residential.

Use Table:

	R1A-R1E	RT	MR	UR	MHP	CF	EP	CB	GB	IB	O	OM	RC	PV	P
Recovery Center	S	S	S	S	NP	NP	NP	NP	NP	S	NP	S	NP	NP	NP
For Comparison Purposes only															
Senior assisted/independent living	P	P	P	P	NP	P	NP	P	P	P	NP	P	NP	NP	NP
Multiple-family dwellings (2-8 stories)	NP	NP	P	P	NP	NP	NP	NP	NP	P	NP	NP	NP	NP	NP
Convalescent centers	NP	NP	S	S	NP	P	NP	P	P	P	P	P	NP	NP	NP
Adult foster care, family home	P	P	P	P	P	P	NP								
Adult foster care, Small group home	S	S	S	S	S	S	NP								
Adult foster care, large group home	S	S	S	S	S	S	NP								
Adult foster care, congregate facility	S	S	S	S	S	S	NP								

Specific Use Provisions:

Recovery Center:

- A. Recovery Center serving six (6) persons or less. A Recovery Center serving six (6) persons or less shall be considered a single-family use of property.
- B. Recovery Center Adult serving between seven (7) or more adult persons.

1. A site plan, prepared in accordance with Article 8 shall be required to be submitted.
 2. All residents must be eighteen (18) years of age or older.
 3. Frontage on either a major or minor arterial street shall be required.
 4. Parking: 1 space for each 1 per bed and (1) off-street parking space per employee and/or caregiver at largest shift shall be provided.
 5. Appropriate licenses with the State of Michigan shall be maintained.
 6. The subject parcel shall meet the minimum lot area requirements for the zoning district in which it is located provided there is a minimum site area of twenty-five hundred (2,500) square feet per adult, excluding employees and/or caregivers.
 7. Facility may include ancillary facilities are allowed such as multi-purpose recreational rooms and meeting rooms.
-



CARLISLE/WORTMAN ASSOC., INC.
Benjamin R. Carlisle, LEED AP, AICP

ZONING ORDINANCE TEXT AMENDMENT

12. **PUBLIC HEARING – ZONING ORDINANCE TEXT AMENDMENT (File Number ZOTA 245) – Sober Living Facilities**

Mr. Carlisle gave an update on the proposed Zoning Ordinance Text Amendment, confirming recent revisions made at the suggestions of Board members and sober living facilities in the area.

Mr. Savidant informed the Board that the proposed text was revised to correct any reference to “recovery center” to “sober living facility”.

Mr. Carlisle said with approval tonight, the process going forward would be:

- Announcement of Public Hearing at City Council, April 8.
- City Council Public Hearing, April 15.
- With City Council approval, text language would be in effect 10 days after adoption.
- Applicant would proceed with Rezoning Request and Special Use Approval on potential site.

PUBLIC HEARING OPENED

No one was present to speak.

PUBLIC HEARING CLOSED

Resolution # PC-2013-03-027

Moved by: Kempen

Seconded by: Schepke

RESOLVED, That the Planning Commission hereby recommends to the City Council that Articles 2, 4, 6, and 13 of Chapter 39 of the Code of the City of Troy, which includes provisions related to sober living facilities, be amended as printed on the proposed Zoning Ordinance Text Amendment.

Yes: All present (5)

Absent: Edmunds, Sanzica, Strat, Tagle

MOTION CARRIED

Mr. Schultz said he believes the City is “putting the cart before the horse” because sober living facilities are not recognized by the State of Michigan. He indicated his affirmative vote is to allow the item to go forward due to the absence of four Board members this evening.

A meeting of the Employees' Retirement System Board of Trustees was held on Wednesday January 9, 2013 at Troy City Hall, 500 W. Big Beaver Road, Troy, MI 48084.

The meeting was called to order at 12:03 p.m.

Trustees Present: Mark Calice
Thomas J. Gordon, II
Thomas Darling, CPA
Milton Stansbury
William R. Need (Ex-Officio)
Dave Henderson
Brian Kischnick

Trustees Absent: Steve Pallotta

Also Present: Justin Breyer
Catherine Ferrell – TPOA Attorney
Michael Geise – TPOA Representative

Request for Closed Session

Resolution #2013-01-1

Moved by Gordon
Seconded by Calice

BE IT RESOLVED, That Troy Employees Retirement System Board of Trustees **SHALL MEET** in Closed Session, as permitted by MCL15.268(h) (MCL15.243(g)).

Yeas: All-6
Absent: Pallotta

The Closed Session was called at 12:03 p.m.
The Closed Session ended at 12:46 p.m.

In the presence of Catherine Farrell and Michael Geise, City Attorney Lori Bluhm recommended that the Employees' Retirement System take no action due to a received court order.

Retirement Request

Name	Todd Michael
Pension Program	DC
Retirement Date	1/9/13
Department	Police
Service Time	22 yrs, 11 mo

The Board took no action on the Retirement Request.

Minutes

Resolution # ER – 2013-1-2

Moved by Gordon

Seconded by Stansbury

RESOLVED, That the Minutes of the December 12, 2012 meeting be approved.

Yeas: All-6

Absent: Pallotta

Other Business – Status of Evaluations for the Responses to RFI for Investment Consultant

Board members discussed the role of the Investment Manager, risk versus return, and fiduciary responsibility. Pallotta requested hard copy rating sheets.

INVESTMENTS

Tom Darling reviewed the Portfolio Analysis through November 30, 2012 and discussed the portfolio allocation as compared to investment policy.

Resolution # ER – 2013-1-3

Moved by Kischnick

Seconded by Gordon

RESOLVED, That the Employees' Retirement System Board directs the Pension Administrator to withdraw \$6 Million from investment accounts for the purpose of reimbursing the General Fund.

Yeas: All-6

Absent: Pallotta

Public Comment

Catherine Farrell commented on the Todd Michael Retirement Request item.

The next meeting is February 13th, 2013 at 12:00 p.m. at Troy City Hall, Conference Room C, 500 W. Big Beaver Road, Troy, MI 48084.

The meeting adjourned at 1:11 p.m.


Mark Calice, Chairman


Tom Darling, Pension Administrator

A regular meeting of the Troy Traffic Committee was held Wednesday, January 16, 2013 in the Lower Level Conference Room at Troy City Hall. Pete Ziegenfelder called the meeting to order at 7:30 p.m.

1. Roll Call

PRESENT: Sarah Binkowski
Richard Kilmer
David Ogg
Al Petrulis
Stevan Popovic
Pete Ziegenfelder

ABSENT: Ted Halsey

Also present: Martha Loftus, 6255 Sandy Point
Barbara Stevens, 6247 Sandy Point
Tim Brandstetter, 5175 Wright
Paul & Pam Messano, 6205 Sandy Point
Sgt. Mike Szuminski, Troy Police Dept.
Bill Huotari, Deputy City Engineer/Traffic Engineer

2. Minutes – November 14, 2012

RESOLUTION # 2013-01-01

Moved by Kilmer
Seconded by Petrulis

To approve the November 14, 2012 minutes as printed.

YES: All-6
NO: None
ABSENT: Halsey
MOTION CARRIED

REGULAR BUSINESS

3. Request to Extend No Parking Restrictions – Sandy Point

Barbara Stevens of 6247 Sandy Point requested that the No Parking zone in the cul-de-sac area be extended to cover the entire cul-de-sac. The current no parking zone starts at her westerly property line and extends around the cul-de-sac and out to Emerald Lake. Approximately, 2/3 of the cul-de-sac is currently posted as No Parking.

Traffic Engineering received two (2) emails from James and Meg Cheek of 6221 Sandy

Point opposing an increase in the no parking zone. Mr. Cheek states that there is a lack of parking currently for family and friends. People would have to park along Emerald Lake Drive which is a busier street and a longer walk to their home. Mr. Cheek is concerned about the safety of people walking in the road since there are no sidewalks in the area. Ms. Cheek reiterated that there is already a lack of parking in the area and this would exacerbate the issue.

Residents, at the meeting, in support of changing the no parking zone:

Barbara Stevens of 6247 Sandy Point spoke in favor of extending the no parking zone. She has concerns when a vehicle parks in the current location between her driveway and the start of the no parking zone as it creates difficulties for her backing out of her driveway. She has difficulties in bringing garbage out to the curb when a vehicle is parked near her driveway as she must perform this task with her vehicle due to physical limitations. She also stated that during fall cleanup grass and leaves are blocked by parked vehicles and may not be picked up.

Martha Loftus of 6255 Sandy Point spoke in support of Ms. Stevens. Ms. Loftus has watched Ms. Stevens struggle to back out of her driveway and navigate around the cul-de-sac when a vehicle parks in the area.

Residents, at the meeting, opposing a change to the no parking zone:

Paul Messano of 6205 Sandy Point spoke in opposition to increasing the area encumbered by a no parking zone. He stated that there is a lack of parking already and that there is generally no one parking in the cul-de-sac in the morning when the garbage is typically collected. Mr. Messano discussed the hard ship for the house at the end of the cul-de-sac which has a one car driveway due to the lake front property. Mr. Messano stated that there is approximately 40' from Ms. Stevens driveway to the start of the no parking zone and there should be sufficient room for Ms. Stevens to back straight out of her driveway along the island in the cul-de-sac and then proceed out to Emerald Lake.

During rebuttal, by residents in support of changing the no parking zone, the following items were discussed:

Ms. Stevens stated that she has no problems pulling out of her driveway when there are no vehicles parked in the area.

Ms. Loftus stated that vehicles may park very close to Ms. Stevens driveway which causes the issue. She feels that extending the no parking zone to the west side of Ms. Stevens driveway is reasonable.

Rebuttal, by the residents opposed to changing the no parking zone, followed:

Mr. Messano stated that Ms. Stevens can pull straight out of her driveway and rather than reversing into the cul-de-sac that she should continue straight back along the island to a

point where she can then safely complete her turn to Sandy Point and go out to Emerald Lake.

Pam Messano of 6205 Sandy Point added that there have been vehicles that have parked in the areas currently posted as no parking. She was directed to call the police if someone was parking illegally. Ms. Messano asked about allowing parking on the south side of Sandy Point between the cul-de-sac and Emerald Lake. This was discussed but could create an issue if there were parking allowed on both sides of Sandy Point between the cul-de-sac and Emerald Lake.

Traffic Committee member discussion:

Mr. Ziegenfelder asked for clarification as to how far from the driveway the vehicles have parked. Ms. Stevens responded that at times they have parked as close as five (5) feet from her driveway. Mr. Ziegenfelder asked Officer Szuminski what the legal requirement is relative to parking at a driveway. Officer Szuminski responded that you cannot park in such a fashion that the driveway is blocked.

Mr. Kilmer commented regarding vehicles parking too close to the driveway.

Mr. Petrulis asked if the same vehicle was parked at this location every day. Ms. Stevens stated that it had been parking there frequently until she had initiated her request. She stated that the vehicle has been parking in a driveway more often but Ms. Stevens is concerned that the issue may arise in the future.

Mr. Petrulis asked about reversing or making a “mirror image” of the no parking zone since the fire hydrant is in the island and it would restrict parking in front of Ms. Stevens property and allow parking at 6221 Sandy Point out to Emerald Lake Drive. No parking would start at Emerald Lake Drive and Sandy Point and continue westerly along Sandy Point and then counterclockwise around the cul-de-sac, approximately 2/3 of the way, to a point approximately between 6231 and 6221 Sandy Point.

Parking would therefore be allowed from approximately the west property line of 6221 Sandy Point to Emerald Lake Drive (along the south side of Sandy Point).

Residents at the meeting thought that this was a reasonable solution and would provide for the resolution that Ms. Stevens desired while still allowing parking in the cul-de-sac. All residents in attendance at the meeting supported this solution. [This proposal was subsequently shared with the residents at 6221 Sandy Point as they had contacted Traffic Engineering with concerns on the original proposal. The residents thought that this was a reasonable solution and a good outcome for them].

RESOLUTION # 2013-01-02

Moved by Petrulis

Seconded by Binkowski

RESOLVED, that the Traffic Committee recommends that the no parking zone on Sandy Point be revised to start at Emerald Lake Drive and Sandy Point and continue to the west to the cul-de-sac and then counterclockwise around the cul-de-sac, approximately 2/3 of the way, to a point approximately between 6231 and 6221 Sandy Point.

YES: 5
NO: None
ABSENT: Halsey
MOTION CARRIED

4. Public Comment

Mr. Messano reports that the traffic signal at Square Lake and Livernois is not providing sufficient green time for eastbound and westbound Square Lake traffic. Traffic Engineering will forward the concern to the Road Commission for Oakland County for investigation.

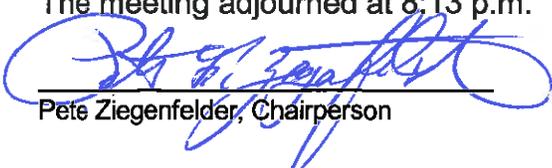
5. Other Business

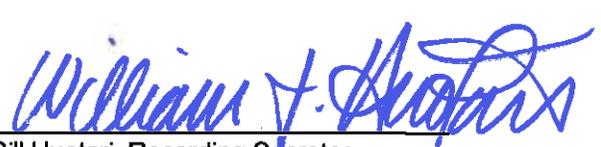
The Traffic Engineer provided a brief status update on the Rochester/Stephenson No Right Turn on Red signs. A mail poll was conducted of businesses in the immediate area of the signs as well as residents of the Troy Mobile Home Villa. Approximately 25% of cards sent out were returned with 78% of respondents in favor of removing the signs at Old Rochester to southbound Stephenson. Approximately 63% of respondents were in favor of removing the signs at the double cross over from southbound Stephenson to northbound Stephenson.

A traffic study is underway to review traffic volumes, crash history, etc. at these locations and it is anticipated that the study will be provided to the Traffic Committee in February.

6. Adjourn

The meeting adjourned at 8:13 p.m.


Pete Ziegenfelder, Chairperson


Bill Huotari, Recording Secretary

A meeting of the Employees' Retirement System Board of Trustees was held on Wednesday February 13, 2013 at Troy City Hall, 500 W. Big Beaver Road, Troy, MI 48084.

The meeting was called to order at 12:07 p.m.

Trustees Present: Mark Calice
Thomas J. Gordon, II
Thomas Darling, CPA
Milton Stansbury
Dave Henderson
Brian Kischnick
Steve Pallotta

Trustees Absent: William R. Need (Ex-Officio)

Also Present: Justin Breyer
Rebecca Sorrenson - UBS

Other Business - Election of Officers

Resolution #2013-02-4

Moved by Kischnick
Seconded by Pallotta

RESOLVED, That Mark Calice be elected as Chair and Tomas J. Gordon II be elected as vice chair.

Yeas: All – 7
Absent:

Minutes

Resolution # ER – 2013-02-5

Moved by Kischnick
Seconded by Gordon

RESOLVED, That the Minutes of the January 9, 2013 meeting be approved.

Yeas: All-7
Absent:

Retirement Request**Resolution # ER – 2013-02-6**

Moved by Gordon

Seconded by Pallotta

RESOLVED, That the following retirement requests be approved:

Name	Raymond M. Piper	Larry K. Schultz
Pension Program	DB	DB
Retirement Date	4/28/13	3/1/13
Department	Police	Police
Service Time	22 yrs, 2 mo	25 yrs, 1 mo

Yeas: All-7

Absent:

Other Business – UBS Quarterly Report

Rebecca Sorrenson and John Grant reviewed the UBS Quarterly Report, Fixed Income Recommendations, and Portfolio Performance Review.

(John Grant and Rebecca Sorrenson left the meeting after presentation)

Other Business – Todd Michael Memo and Verified Complaint

The Board read and acknowledged the memo.

Other Business – Status of Evaluations for the Responses to RFI for Investment Consultant

The Board discussed the procedure for selecting candidates to interview and the interview process.

INVESTMENTS**Resolution # ER – 2013-02-7**

Moved by Pallotta

Seconded by Gordon

RESOLVED, That the Employees' Retirement System Board directs the Pension Administrator to invest \$2 Million in the Lord Abbett Floating Rate Fund.

Yeas: All-7

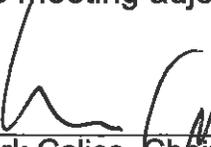
Absent:

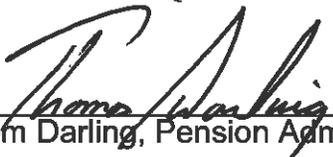
Public Comment

None

The next meeting is March 13th, 2013 at 12:00 p.m. at Troy City Hall, Conference Room C, 500 W. Big Beaver Road, Troy, MI 48084.

The meeting adjourned at 2:13 p.m.


Mark Calice, Chairman (MARK A CALICE)


Tom Darling, Pension Administrator

ELECTION COMMISSION MINUTES – Final

February 25, 2013

A meeting of the Troy Election Commission was held February 25, 2013, at City Hall, 500 W. Big Beaver Road. City Clerk Bittner called the Meeting to order at 8:02 AM.

Roll Call:

PRESENT: David C. Anderson, Timothy Dewan, M. Aileen Bittner – City Clerk

Approval of Minutes

Resolution #EC-2013-02-002

Moved by Dewan

Seconded by Anderson

RESOLVED, That the following Minutes are **APPROVED** as submitted:

Election Commission Meeting – September 27, 2012

Election Coordinating Committee Meeting – January 25, 2013

Yes: Anderson, Bittner, Dewan

No: None

MOTION CARRIED

Approval of Consolidation of Precincts

Resolution # EC-2013-02-003

Motion by Anderson

Seconded by Dewan

RESOLVED, That the Election Commission of the City of Troy hereby **AUTHORIZES** that applicable precincts servicing qualified electors in the City of Troy be **CONSOLIDATED** for the May 7, 2013 Special Election in accordance with MCL 168.659.

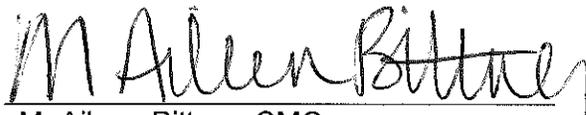
Yes: Bittner, Dewan, Anderson

No: None

MOTION CARRIED

Adjournment:

The meeting was adjourned at 8:04 AM.



M. Aileen Bittner, CMC
City Clerk

Chair Tagle called the Regular meeting of the Troy City Planning Commission to order at 7:05 p.m. on March 12, 2013 in the Council Chamber of the Troy City Hall.

1. ROLL CALL

Present:

Donald Edmunds
Edward Kempen
Philip Sanzica
Gordon Schepke
Robert Schultz
John J. Tagle

Absent:

Michael W. Hutson
Tom Krent
Thomas Strat

Also Present:

R. Brent Savidant, Planning Director
Susan Lancaster, Assistant City Attorney
Ben Carlisle, Carlisle/Wortman Associates, Inc.
Eric Huang, Student Representative
Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF AGENDA

Resolution # PC-2013-03-014

Moved by: Schultz
Seconded by: Edmunds

RESOLVED, To move forward Agenda item #7 to Agenda item #4.a., to accommodate those present for the public hearing.

Yes: All present (6)
Absent: Hutson, Krent, Strat

MOTION CARRIED

3. APPROVAL OF MINUTES

Resolution # PC-2013-03-015

Moved by: Edmunds
Seconded by: Kempen

RESOLVED, To approve the minutes of the February 12, 2013 Regular meeting as published.

Yes: All present (6)
Absent: Hutson, Krent, Strat

MOTION CARRIED

4. PUBLIC COMMENTS – Items not on the Agenda

Marvin Reinhardt of 1281 Dorre, Troy, addressed the City Manager’s stance, “What type of City do we want to live in?”

SPECIAL USE REQUEST AND PRELIMINARY SITE PLAN REVIEW

4. a. PUBLIC HEARING - SPECIAL USE AND PRELIMINARY SITE PLAN REVIEW (File Number SU 401) – Proposed Midwest Industrial Metals Inc., 2222 Stephenson Highway, Section 26, Currently Zoned IB (Integrated Industrial and Business) District

Mr. Carlisle said the applicant is before the Board tonight for a Special Use Approval to operate an indoor materials recovery facility within an existing industrial building. He noted the applicant recently became aware of the City’s requirement to obtain a Special Use Approval to operate such a facility in the light industrial district. Mr. Carlisle reviewed the site plan application and recommended approval conditioned on the applicant (1) to confirm there would be no outdoor storage or bins located in the rear of the site and (2) to work with City staff and resubmit screening details along the northern and southern property lines to meet Zoning Ordinance requirements prior to Final Site Plan approval.

Robert Stefani, Esq., was present to represent the petitioner. Mr. Stefani stated that since learning a Special Use Approval was required for outdoor storage, the facility has been in compliance now for several months. He said all work has been moved indoors, there is no dumping or sorting of material on site, and there is no storage outside. He indicated two dumpsters have been placed on site for general trash. Mr. Stefani circulated photographs of the site to show recent improvements and maintenance of the property. He said the photographs were taken today, March 12. Mr. Stefani said it appears the existing fence to the north sits directly on the property line and ownership at this time is undetermined. He assured the Board they would work with City staff to address the required opaque screening going forward with Final Site Plan approval. Mr. Stefani said the facility’s business hours are 8 am to 5 pm.

The petitioner, Mark Hewines, said overhead doors are closed during business hours, but at times an overhead door might be open for ventilation purposes during summer months. Mr. Hewines said it is possible for an entire vehicle (truck) to fit into the building for unloading.

PUBLIC HEARING OPENED

James Hammond of 1224 Sylvia, Troy, addressed the noise decibel level and facility upkeep.

Peggy Hammond of 1224 Sylvia, Troy, addressed the loud noise level.

Ola Roberts of 2127 Shelley, Troy, said she received an eye injury from flying debris and that Midwest Metals is not respectful of the residential surrounding.

Mike Damman of A. J. Damman Company, property owner of 1200 Piedmont, circulated photographs of the subject site, stating the photographs were taken today, March 12. He claims the fence along the applicant's northern property line is owned by A. J. Damman Company. Mr. Damman disputed claims by the applicant that the facility's work has moved indoors, that there is no outdoor storage, and that a truck can fit within the building for unloading. He said the only solution to screening is to provide a poured concrete 9 foot wall on grade to match the existing wall.

Lynn Irwin of 2200 Stephenson Highway, Troy, business owner in the area, said the applicant is not a friendly, workable neighbor. She addressed truck traffic in the shared alley and along Stephenson Highway. Ms. Irwin claims the mess and debris on site is not cleaned up by the applicant, and the overhead doors are always open and noisy.

Marvin Reinhardt of 1281 Dorre, Troy, said the applicant did not keep their grass mowed last summer, and he got several flat tires from the fine grain left on the ground. He also addressed the City cutbacks in code enforcement.

PUBLIC HEARING CLOSED

Mr. Carlisle addressed the treatment of screening required by the Zoning Ordinance. He said the Planning Department takes all applications by face value and holds the applicant responsible for what is stated and proposed in the application. He indicated some of the comments expressed at tonight's public hearing appear to be code enforcement issues.

Mr. Stefani addressed the following:

- Noise level; currently no outstanding code violations; other light industrial facilities in the area.
- Claims applicant owns two-thirds of 'shared' alley.
- Agrees to work with City on appropriate screening treatment.
- All unloading/sorting done at Pontiac facility.
- Facility works with non-ferrous metal only; no chipping machinery on site.
- Plans to asphalt gravel road with appropriate aggregate base.

There was discussion on contradictory photographs and comments relating to maintenance of property and fence ownership.

Ms. Lancaster shared information displayed on Equalizer with respect to code enforcement site inspections and reports. She briefly reviewed the history of the pending court case.

Mr. Savidant noted the company has made big strides in site improvements within the last three months. He said all activity has moved inside and two dumpsters have been placed on site. Mr. Savidant said the noise level was documented well below the allowable decibels. He informed the Board a site plan is a contract, and the site plan and special use request are the items before the Board tonight for approval.

Resolution # PC-2013-03-016

Moved by: Schepke

Seconded by: Schultz

RESOLVED, To postpone the item to the May 14, 2013 Regular meeting to allow the applicant time to prepare and submit a property survey and plans for appropriate screening along the northern property line, as relates to treatment, specifications and material.

FURTHER RESOLVED, That the Code Enforcement department prepare a report as relates to compliance with Zoning Ordinance requirements; i.e., outstanding code violations, noise level, site maintenance, outdoor storage.

Yes: All present (6)

Absent: Hutson, Krent, Strat

MOTION CARRIED

POSTPONED ITEMS

5. SPECIAL USE AND PRELIMINARY SITE PLAN REVIEW (File Number SU 400) – Proposed Starbucks/Qdoba Oakland Mall Outlot, Northwest Corner of John R and 14 Mile, Section 35, Currently Zoned GB (General Business) District

Mr. Carlisle gave a report on the proposed Special Use and Preliminary Site Plan application and recommended approval conditioned on the applicant satisfying the requirements for the Final Site Plan approval as identified in his report, dated March 4, 2013.

James Butler of Professional Engineering Associates was present to represent the applicant. He stated the applicant agrees to expand the sidewalk 8 feet and to work with the Engineering Department to determine the sidewalk location.

Chair Tagle opened the floor for public comment.

There was no one present who wished to speak.

Chair Tagle closed the floor for public comment.

Mr. Schultz stated although it is not required, it would be a generous act on the part of the applicant to extend the sidewalk to the bus stop.

Resolution # PC-2013-03-017

Moved by: Schultz

Seconded by: Edmunds

RESOLVED, That Special Use Approval and Preliminary Site Plan Approval for the proposed Starbucks/Qdoba Restaurant, located on the northwest corner of John R and 14 Mile, Section 35, currently zoned GB (General Business) District, be granted, subject to the following:

1. Expand 14 Mile Road sidewalk to 8-feet.
2. Work with Engineering Department to determine location of sidewalk.

Yes: All present (6)

Absent: Hutson, Krent, Strat

MOTION CARRIED

6. PRELIMINARY SITE PLAN REVIEW (File Number SP 979) – Proposed Galleria of Troy, North side of Big Beaver between Wilshire and I-75, Section 21, Currently Zoned BB (Big Beaver) District

Mr. Carlisle reviewed the site plan revisions made since its last review by Planning Commission. Mr. Carlisle supports the conceptual development and finds that the plan and development details are more consistent with the vision along Big Beaver and the requirements of the Big Beaver formed-based district. He asked the applicant to address the architectural details for both restaurants and specifically the color scheme of Carrabba's.

James Butler of Professional Engineering Associates was present to represent the applicant. He addressed the following:

- Balcony width as a result from moving building forward.
- Restaurants' façades.
- Color scheme of Carrabba's.
- Symmetry of balcony for retail building.
- Dumpster locations.
- Steel gates.
- Public art display; informal presentation to Board prior to installation.

Chair Tagle opened the floor for public comment.

There was no one present who wished to speak.

Chair Tagle closed the floor for public comment.

Resolution # PC-2013-03-018

Moved by: Schultz
 Seconded by: Schepke

RESOLVED, That Preliminary Site Plan Approval, pursuant to Article 8 of the Zoning Ordinance, as requested for the proposed Galleria of Troy, located on the north side of Big Beaver between Wilshire and I-75, Section 21, within the BB (Big Beaver) district, be granted.

FURTHER RESOLVED, That at the discretion of the applicant, a balcony can be added to the west side of the retail building to mirror the balcony on the east side.

Yes: All present (6)
 Absent: Hutson, Krent, Strat

MOTION CARRIED

SPECIAL USE REQUESTS AND PRELIMINARY SITE PLAN REVIEWS

- 7. *(see Agenda item 4. a.)*
- 8. **PUBLIC HEARING - SPECIAL USE AND PRELIMINARY SITE PLAN REVIEW (File Number SU 399)** – Proposed Detroit Meeting Room, North of Square Lake and I-75 Expressway, East of Adams, Section 6, Currently Zoned R1-A (One Family Residential) District

Mr. Carlisle gave a report on the application, noting the original application included a school which has been since removed from the site plan. He addressed landbank parking, grading to the north of the parking lot, access points, landscaping and the removal of a landscape feature and light in the Square Lake Road public right of way.

Michael Gordon of MGA Architects, Inc. was present to represent the petitioner. Mr. Gordon announced several members of the church are in attendance of tonight's meeting. Mr. Gordon said the development blends well with the neighborhood with very little impact to the surrounding area. He said the applicant intends to preserve 85% of the landscaping, and noted a tree inventory could not be conducted due to weather conditions. Mr. Gordon addressed grading to the north and meeting grading requirements prior to Final Site Plan approval. He said the applicant is agreeable to landbank parking to the north and removing the landscape feature and light pole in the Square Lake Road right of way. Mr. Gordon said an effort to be a good neighbor was extended by inviting the surrounding neighbors to an open house on March 9, to which no one showed. He indicated that the windows in the building would be glass and fully glazed, and there would be no lockable closing gate.

John Reid of Detroit Meeting Rooms was present. He said congregational members in the Troy area are looking forward to being good citizens and a community support to the City.

PUBLIC HEARING OPENED

Marvin Reinhardt of 1281 Dorre spoke on the consideration of residential tax base with proposed developments.

Mike Hattingh of 1343 Burns Drive said the proposed development provides a good location for the surrounding congregational members with easy access to the expressway. He alluded to the site as a challenge to develop as residential.

PUBLIC HEARING CLOSED

Mr. Edmunds agreed the site would be challenging for residential development and noted the site has been undeveloped for years.

Resolution # PC-2013-03-019

Moved by: Kempen

Seconded by: Sanzica

RESOLVED, That Special Use Approval and Preliminary Site Plan Approval for the proposed Detroit Meeting Room, north of Square Lake and I-75 Expressway, east of Adams, Section 6, currently Zoned R1-A (One Family Residential) District, be granted, subject to the following:

1. Indicate grading limit north of parking lot.
2. Adjust parking lot dimensions.
3. Consider landbank parking as suggested by petitioner.
4. Install bicycle parking.
5. Clarify the eight (8) trees within and along the exterior of parking lot.
6. Remove the landscape feature from the Square Lake right-of-way.
7. Relocate the light that is in the Square Lake public right-of-way.
8. Provide the proposed days and hours of operation of the facility.

Yes: All present (6)

Absent: Hutson, Krent, Strat

MOTION CARRIED

9. PUBLIC HEARING - SPECIAL USE AND PRELIMINARY SITE PLAN REVIEW (File Number SU 402) – Proposed Gypsum Supply Company, East side of John R, North of Fourteen Mile Road (651 Robbins), Section 36, Currently Zoned IB (Integrated Industrial and Business) District

Mr. Carlisle reviewed the application and reported the Planning Department is recently in receipt of an amended site plan to address the outstanding items as listed in his report, dated February 24, 2013. Mr. Carlisle recommended approval of the Site Plan and Special Use approval provided the Board is satisfied with the parking deficiency.

Nathan Robinson of Horizon Engineering was present to represent the applicant. He stated a recalculation of parking spaces finds the application meets the requirements of the Zoning Ordinance. Mr. Robinson said the applicant is leasing and was not aware that a Special Use approval was required for outdoor storage.

The applicant, Ben Rouster of Gypsum Supply, said they have been at this location since July 2012. Mr. Rouster said storage is at ground level and is not visible above the wall.

PUBLIC HEARING OPENED

No one was present to speak.

PUBLIC HEARING CLOSED

Resolution # PC-2013-03-020

Moved by: Sanzica

Seconded by: Schultz

RESOLVED, That Special Use Approval and Preliminary Site Plan Approval for the proposed Gypsum Supply Company, east side of John R, north of Fourteen Mile Road (651 Robbins), Section 36, currently Zoned IB (Integrated Industrial and Business) District, be granted, subject to the following:

1. Provide additional information related to the types of materials to be stored outdoors.
2. Provide Fire Department with Knox Box on gate.
3. Indicate on the site plan a general storage layout plan.
4. Provide number of employees on largest shift to provide accurate required parking calculation.
5. Add additional parking on site, reconfigure outdoor storage location to provide adequate parking, or request a deviation from parking standards.

Yes: All present (6)

Absent: Hutson, Krent, Strat

MOTION CARRIED

Mr. Savidant noted that technically the Resolution is fine, but advised the Board that the revised site plan submitted addresses all outstanding items and the applicant has met all Zoning Ordinance requirements. He confirmed that all storage is to be in the fenced area on the north side of the property.

ZONING ORDINANCE TEXT AMENDMENT

10. **ZONING ORDINANCE TEXT AMENDMENT (File Number ZOTA 245) – Sober Living Facilities**

Mr. Carlisle addressed the only revision made to the proposed language since last reviewed by the Board. The language now clarifies that a sober living facility is for adult patients only, 18 years or older.

Mr. Savidant said based on the dialogue from the Board’s last meeting and their general acceptance of the proposed language, a Public Hearing has been scheduled on May 26, 2013. Mr. Savidant further noted the term “sober living facility” would be used going forward.

David Lord, representing a potential sober living facility in Troy, said the terminology “Sober Living Facility” is standard in the industry.

Mr. Carlisle outlined the procedure going forward with the proposed Zoning Ordinance Text Amendment.

Resolution # PC-2013-03-021

Moved by: Schultz

Seconded by: Edmunds

RESOLVED, To instruct the Planning Director to schedule a Public Hearing for this item at the earliest possible date.

Yes: All present (6)

Absent: Hutson, Krent, Strat

MOTION CARRIED

OTHER BUSINESS

11. **PUBLIC COMMENTS** – For Items on Current Agenda

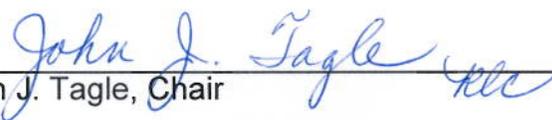
There was no one present who wished to speak.

12. PLANNING COMMISSION COMMENTS

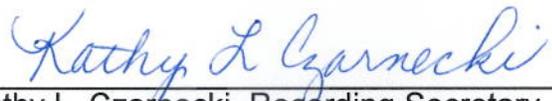
There were general Planning Commission comments.

The Regular meeting of the Planning Commission adjourned at 9:32 p.m.

Respectfully submitted,



John J. Tagle, Chair



Kathy L. Czarnecki, Recording Secretary

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A meeting of the Troy Election Commission was held March 28, 2013, at City Hall, 500 W. Big Beaver Road. City Clerk Bittner called the Meeting to order at 8:00 AM.

Roll Call:

PRESENT: David C. Anderson, M. Aileen Bittner – City Clerk
ABSENT: Timothy Dewan

Approval of Minutes

Resolution #EC-2013-03-004
Moved by Anderson
Seconded by Bittner

RESOLVED, That the following Minutes are **APPROVED** as submitted:

Election Commission Meeting – February 25, 2013

Yes: Anderson, Bittner
No: None
Absent: Dewan

MOTION CARRIED

Approval of Election Inspector Assignments – May 7, 2013 Special Election

Resolution # EC-2013-03-005
Motion by Anderson
Seconded by Bittner

RESOLVED, That Election Inspectors be **APPOINTED** for the May 7, 2013 Special Election, as presented by the City Clerk.

Yes: Bittner, Anderson
No: None
Absent: Dewan

MOTION CARRIED

Adjournment:

The meeting was adjourned at 8:01 AM.

M. Aileen Bittner, CMC
City Clerk



CITY COUNCIL REPORT

Date: March 28, 2013

To: Brian Kischnick, City Manager

From: Tom Darling, Director of Financial Services
Susan Leirstein, Purchasing Director
MaryBeth Murz, Purchasing Manager

Subject: Doing Business With Troy Vendors

Background

Attached you will find a listing of Troy companies the City has done business with over the last five (5) years. 211 businesses appear on the list with thirty-nine (39) being awarded / granted formal contracts designated by an F- before their vendor number. In an effort to encourage more participation, we have a local preference policy which states –

“That businesses with a local presence in Troy are given an opportunity to match the lowest bid, if the bid of a local business is within 5% of the lowest responsive and responsible non-local bidder, all other provisions being equal.”

Businesses who want to participate in our bid process must register on the MITN website at www.mitn.info. Vendor registration can be free or cost \$89.95/year, or \$149.95 for two-years at the vendor's option. The major difference between the two is that the free option means the business has search only access and must monitor the website for solicitations that fit their business model. If a business chooses to pay, then they can commodity code themselves and be notified through email of solicitations that match their criteria. As a paying vendor, the system provides the following benefits:

- 24-hour access to business opportunities
- Notification based upon your designated product or service
- More reliable and timely mechanism for obtaining documents
- Vendor managed registration system.

For ease of use, we strongly encourage all businesses to look closely at the option to receive automatic notification of solicitations.

In addition, Purchasing will continue to reach-out to the Troy Chamber of Commerce and provide notices to them for distribution and/or posting to their membership.

VendorNumber	VendorName	AddressLineOne	AddressLineTwo	City	State	Zip
F-162599	A & M SERVICE CENTER INC	999 ROCHESTER ROAD		TROY	MI	48083
	166178 A&M TOWING	2075 AUSTIN DR		TROY	MI	48083
	100088 ABC WAREHOUSE -MAPLE RD	244 W MAPLE		TROY	MI	48084
	100123 ABRASIVE BROKERS	1695 ROCHESTER		TROY	MI	48083
	107311 ADRAY CAMERA	1905 EAST BIG BEAVER		TROY	MI	48083
	117773 ADVANCED LIGHTING & SOUND	1026 MAPLELAWN DR		TROY	MI	48084
	104337 AIRD, JANICE	52-4 DISTRICT COURT	520 W BIG BEAVER	TROY	MI	48084
F-104249	AJAX PAVING INDUSTRIES, INC	830 KIRTS BLVD #100		TROY	MI	48084-4826
	162462 ALIF CORPORATION	3178 DALEY		TROY	MI	48083
	118608 ALL POINTS CONST INC	360 EAST MAPLE STE V		TROY	MI	48083
	116851 ALLEGRA PRINT & IMAGING	3334 ROCHESTER ROAD		TROY	MI	48083
	164743 ALLIED SCREEN & GRAPHICS	1815 WOODSLEE		TROY	MI	48084
	139087 ALYKO ENTERPRISES	2801 MANORWOOD DR		TROY	MI	48085
	119121 ANIXTER INC	1970 E BIG BEAVER		TROY	MI	48083
	166406 ARC OF OAKLAND COUNTY	1641 W BIG BEAVER RD		TROY	MI	48084
	103178 ARTISTIC SIGN & BANNERS	480 BOOTH		TROY	MI	48085
	161340 AUTOMETRIC COLLISION	1728 MAPLELAWN		TROY	MI	48084
	162935 AUTOMOTIVE AUTHORITY INC	3876 ROCHESTER		TROY	MI	48083
F-107005	BARRETT PAVING MATERIALS INC (PO)	2040 BARRETT		TROY	MI	48084
	100170 BEAUMONT HOSPITAL	500 STEPHENSON HIGHWAY	P O BOX 5042	TROY	MI	48007-5043
	118001 BENNET, RUTH	2839 RHODES DR		TROY	MI	48083
	100210 BESHARA, MARY FOUNTAS	4760 WHITE OAKS		TROY	MI	48098
F-164200	BILLY CASPER GOLF LLC	1450 E SOUTH BLVD		TROY	MI	48098
	100176 BIRMINGHAM CHRYSLER JEEP	2100 WEST MAPLE ROAD		TROY	MI	48084
	125981 BLINDS UNLIMITED	PO BOX 99265		TROY	MI	48099-9265
	103641 BOYS AND GIRLS CLUB OF TROY	3670 JOHN R		TROY	MI	48083
	104683 BREAKAWAY DELI	75 W LONG LAKE RD		TROY	MI	48098
	100240 BRYAN PROMOTIONS LTD	2825 BOLINGBROKE DRIVE		TROY	MI	48084-1007
	163966 BSA EVENTS & ENTERTAINMENT LLC	1138 E BIG BEAVER		TROY	MI	48083
	104014 CAMP TICONDEROGA	5725 ROCHESTER ROAD		TROY	MI	48085
F-104556	CHAVAUX, RUSSELL T.	1516 MCMANUS		TROY	MI	48084-1550
	141799 CIRCUIT ELECTRIC MOTORS INC	1662 ROCHESTER RD		TROY	MI	48083
	100570 CITY ANIMATION CO	57 PARK STREET		TROY	MI	48083-2753
	108755 COLEMANS TOWING INC	1871 BIRCHWOOD		TROY	MI	48083
	162597 COLUMBIA CENTER ASSOCIATES LLC	101 W BIG BEAVER, SUITE 200		TROY	MI	48084-4169
	139009 COMMUNITY MEDIA NETWORK	1230 SOUTER BLVD		TROY	MI	48083
	163593 COMPUTER SUPPORT TECHNOLOGY	1409-G ALLEN DR		TROY	MI	48083
	103027 COSTELLO HARDWARE	3278 ROCHESTER ROAD		TROY	MI	48083
	161168 CREATIVE CERAMIC TILE	5389 VIRGILIA		TROY	MI	48098
	139392 CYNERGY	1463 COMBERMERE DR		TROY	MI	48083
	103012 D & D AUTO PARTS INC	1200 E MAPLE ROAD		TROY	MI	48083
	160832 D MIX ENTERTAINMENT LLC	PO BOX 1393		TROY	MI	48084
	131151 DELLAS MAPLE LANE FLORIST	1800 E MAPLE		TROY	MI	48083-4240

	167644 DESIGN CABINETS	1898 LARCHWOOD	TROY MI	48083
	127703 DETROIT PENCIL COMPANY	71 PARK ST	TROY MI	48083
	100281 DIAL A HITCH	2892 EAST MAPLE	TROY MI	48083
	165798 DICKINSON WRIGHT PLLC	2600 W BIG BEAVER RD STE 300	TROY MI	48084-3312
	161988 DIGICOM GLOBAL INC	3911 ROCHESTER RD	TROY MI	48083
	135942 DJ CONLEY ASSOCIATES INC	2694 ELLIOTT	TROY MI	48083-4633
	160864 DW SALES	1953 BRINSTON	TROY MI	48083
	133310 DYNALECTRIC	1743 MAPLELAWN	TROY MI	48084
	100280 E A M ENGINEERS	4101 JOHN R #200	TROY MI	48085
	100284 EASTMAN FIRE PROTECTION	1450 SOUTER	TROY MI	48083
	160706 ECON MARKETING SERVICES INC	1825 BIRCHWOOD DRIVE	ATTN: MARY LOU SAM TROY MI	48083
F-101968	ELDER FORD	777 JOHN R	ATTN; CRYSTAL ROSE TROY MI	48083
F-110213	EMERALD FOOD SERVICE	3179 LIVERNOIS AVE STE 100	TROY MI	48083
	144626 EMERALD TENNIS & FITNESS INC	C/O RICK BUCALOS	6259 CRESCENT WAY DR. TROY MI	48085
F-104141	EMPCO INC	1740 W BIG BEAVER STE 200	TROY MI	48084
	110725 ESQUIRE DEPOSITION SERVICES	2301 W BIG BEAVER STE 925	TROY MI	48084
	100311 EXPERT COLLISION INC	1237 EAST FOURTEEN MILE ROAD	TROY MI	48083
	119302 F&G BUSINESS MACHINES-WAS MACHINE WORLD	4932 ROCHESTER RD	TROY MI	48085
	135288 FINE LINE ENTERPRISE	1441 ROCHESTER	TROY MI	48083
F-148113	FIRE CATT	3250 W BIG BEAVER RD STE 544	TROY MI	48084
	137071 FLOORSAVERS MAINTENANCE & RESTORATION	999 TROY CT	TROY MI	48083
	149332 GATEWAY	101 BIG BEAVER STE 165	TROY MI	48084
F-100359	GAZETTE NEWSPAPERS INC	P O BOX 482	TROY MI	48099
	134318 GONYEAU-PAGOTO, FAWN	2110 GOLFVIEW DRIVE #205	TROY MI	48084
	100054 GORDON FOOD SERVICE	2822 E MAPLE	TROY MI	48083
F-160320	HERMES PAINTING COMPANY	2582 BLACK PINE TRAIL	TROY MI	48098
	110640 HIGHEST HONOR	34711 DEQUINDRE ROAD	TROY MI	48083
	163707 INGRAM'S CHOCOLATES	3139 HERITAGE	TROY MI	48083
	108872 INTERIOR DYNAMICS	INTERIOR DYNAMICS	1742 CROOKS ROAD TROY MI	48084
	112068 INTERSTATE BATTERY SYS/TROY	1026 RANKIN	TROY MI	48083
	111755 J & M REPRODUCTION	1200 ROCHESTER ROAD	TROY MI	48083
	129230 J&M COLLISION INC	1063 EAST MAPLE	TROY MI	48083
	116309 JAMES, VALERIE A	6642 VERNMOOR	TROY MI	48098
F-100428	JOHN R SPRING AND TIRE CENTER	1782 EAST MAPLE ROAD	TROY MI	48083
F-131235	JOHNSTON LEWIS ASSOC INC	575 E MAPLE ROAD	TROY MI	48083
	137729 JS LANDSCAPING & HAULING LLC	6931 KILLARNEY LANE	TROY MI	48098-2190
	125294 KILLEWALD, JANEEN	966 BRIDGETOWN	TROY MI	48098
	148661 KNAPPS DONUT SHOP	6057 ROCHESTER RD	TROY MI	48085
	131396 KNUREK, GARY INC	1973 LIVERNOIS	TROY MI	48083
F-165197	LASERCOM	2230 ELLIOTT DRIVE	TROY MI	48083
	115832 LAWRENCE PLUMBING	6120 EVANSWOOD	TROY MI	48085
	121050 LENNOX INDUSTRIES	1384 PIEDMONT DRIVE	TROY MI	48083
	105257 LERMA INC	C/O CAROL WRIGHT LERMA TREASURER TROY PD	500 W BIG BEAVER RD TROY MI	48084
	165985 LINDELL-MEINHARD, JANICE	550 LOVELL	TROY MI	48085

F-142021	M/A-COM WIRELESS SYSTEMS	900 WILSHIRE DR STE 150	TROY MI	48084-1600
	147124 MAPLE PRESS	1050 WHEATON AVE	TROY MI	48083
	100519 MARTIN FLUID POWER	84 MINNESOTA	TROY MI	48083
	161102 MASTER DRAPERY	1232 RANKIN	TROY MI	48083
	148162 MATTRESS & FUTON PLAZA LLC	3516-3536 ROCHESTER ROAD	TROY MI	48083
	165980 MBA TECH	665 ELMWOOD	TROY MI	48083
	100521 MECHANICAL INSPECTORS ASSOCIATION OF MI	3221 WEST BIG BEAVER ROAD SUITE 305	TROY MI	48084-2896
F-103643	MEDI-GO	ATTN DANIEL P MAYVILLE, CPA	MAYVILLE & ASSOCIATES, TROY MI	48083
	100529 METROPOLITAN MECHANICAL INSPECT ASSOC	3221 WEST BIG BEAVER ROAD SUITE 305	TROY MI	48084-2896
	128301 MIAPWA	4693 ROCHESTER	TROY MI	48085
	104743 MICHIGAN AIR PRODUCTS	P O BOX 1155	TROY MI	48099-1155
	120111 MICHIGAN ASSOCIATION OF CPA'S	5480 CORPORATE DRIVE, SUITE 200	TROY MI	48098
	130223 MICHIGAN CRICKET ASSOCIATION	5299 FEDORA DR	TROY MI	48085
F-117693	MICHIGAN INDEPENDENT DOOR CO	1971 FREEMONT DRIVE	TROY MI	48098
	106425 MIDSTATE SECURITY COMPANY	1407-H ALLEN DR	TROY MI	48083
	114852 MIKE'S TREE SURGEONS INC	263 PARK ST.	TROY MI	48083-2726
	145977 MMIA INC	3221 W BIG BEAVER STE 305	TROY MI	48084
	103649 MODERNISTIC CLEANING SERVICES INC	1460 RANKIN ROAD	TROY MI	48083
F-167064	MOTOR CITY FENCE COMPANY	3661 DELAWARE DRIVE	TROY MI	48084
	161559 MOTOR CITY SPORTS GALLERY	1885 E BIG BEAVER	TROY MI	48083
	147051 MOTOWN AUTOMOTIVE DISTRIBUTING COMPANY	1090 WHEATON	BUILDING B TROY MI	48083
	104210 MSU MANAGEMENT EDUCATION CENTER	811 W SQUARE LAKE ROAD	TROY MI	48098
F-162468	MVP ENVIRONMENTAL, LLC	5619 WHITEHAVEN DRIVE	TROY MI	48085
F-149057	NEW WORLD SYSTEMS CORPORATION	888 W BIG BEAVER STE 600	TROY MI	48084-4749
	111188 OAKLAND COUNTY LEGAL NEWS-SUBSCRIPTIONS	1409 ALLEN ROAD	SUITE B TROY MI	48083
F-148954	OFF DUTY WEAR	PO BOX 99364	TROY MI	48099
	127445 OFFICE EXPRESS	1280 E BIG BEAVER ROAD	TROY MI	48083
	114857 OLSEN FENCE	1352 COMBERMERE	TROY MI	48083
F-101837	P K CONTRACTING INC - BOTH	1965 BARRETT	TROY MI	48084
	162737 PAPA ROMANOS- 155 MILLSTONE	155 MILLSTONE DR.	TROY MI	48084
	161151 PAPA ROMANOS-3065 CROOKS RD	3065 CROOKS	TROY MI	48084
	106064 PAYMENTS AUTHORITY, THE	1301 W LONG LAKE	SUITE 360 TROY MI	48098-6349
	162932 PENNINGTON COLLISION	1770 ROCHESTER RD	TROY MI	48083
	100675 PERFORMANCE PRINTING INC - MI	PO BOX 1437	1755 LIVERNOIS TROY MI	48099
	100073 PREMIER BUSINESS PRODUCTS - BOTH	1744 MAPLELAWN	TROY MI	48084
F-100677	PRO ENTERPRISE INC	ATTN: ROBERT WALDRON	3785 ROCHESTER ROAD TROY MI	48083
F-111714	PROFESSIONAL SERVICE INDUSTRIES	1393 WHEATON DRIVE	SUITE 800 TROY MI	48083
	100694 RADIO SHACK	817 EAST BIG BEAVER ROAD	TROY MI	48083
	100697 RAY ELECTRIC	1241 EAST FOURTEEN MILE ROAD	TROY MI	48083-4650
F-160863	RDS SERVICES, LLC	50 W BIG BEAVER STE #205	TROY MI	48084
F-129851	REDLINE SPECIALTY	P O BOX 99364	TROY MI	48099
F-138805	RICOH AMERICAS CORPORATION	LEASE ADMINISTRATION CENTER	MAILCODE: M18-900-02- TROY MI	48084
	125458 RIDLEY'S BAKERY CAFE & CATERING	4054 ROCHESTER ROAD	TROY MI	48084
F-111576	ROLAR INC	ATTN BOB CIEPIELOWSKI	33333 DEQUINDRE STE B TROY MI	48083

	100049 ROSE PEST SOLUTIONS	2145 HEIDE DR		TROY MI	48084-5512
F-138140	ROUMELL & LANGE, PLC	314 TOWN CENTER DRIVE		TROY MI	48084
	148946 S.H.A.R.P.(SENIOR HOME ASSIT REPAIR PROG	SENIOR HOME ASSISTANCE REPAIR PROGRAM	3179 LIVERNOIS	TROY MI	48083
	104618 SALINGER ELECTRIC CO INC	1755 E MAPLE RD		TROY MI	48083-2767
	101910 SAN MARINO CLUB - BOTH	1685 E BIG BEAVER		TROY MI	48083-2020
F-162139	SANCTUARY LAKE GOLF COURSE	1450 E SOUTH BLVD		TROY MI	48098
	123995 SEARS	300 WEST 14 MILE ROAD		TROY MI	48083
	134154 SIGNS & MORE	1371 SOUTER BLVD		TROY MI	48083
	101926 SKATE WORLD OF TROY - BOTH	2825 E MAPLE		TROY MI	48083
	165022 SKATEWORKS LLC	1977 E WATTLES		TROY MI	48085
	163102 SMB FITNESS GROUP LLC	952 WESLEY		TROY MI	48098
	160339 SMD ENTERPRISES LLC	1342 PHILATHA		TROY MI	48085
	111644 SOMERSET COLLECTION GIFT CERTIFICATES	2800 W BIG BEAVER		TROY MI	48084
	112115 SOMERSET INN	2601 W BIG BEAVER RD		TROY MI	48084
F-100745	SOMERSET PARK APARTMENTS	C/O NYKEL MANAGEMENT CO	2405 DORCHESTER	TROY MI	48084
	111780 SOURCE WHOLESALE PRINTING	1263 ROCHESTER RD		TROY MI	48083
F-147337	SOUTHEAST EQUIPMENT INC	6408 MONTCLAIR	ATTN: RICK SINCLAIR	TROY MI	48085
	103217 SPRINT TROY	3914 ROCHESTER		TROY MI	48083
	144294 STANDARD INSURANCE COMPANY	1450 W LONG LAKE ROAD	SUITE 300	TROY MI	48098
	100814 STAR PRODUCTIONS	1705 BLANEY		TROY MI	48084
	144190 STEAMERS CAFE/LIBRARY CAFE	C/O MR ZEYN FRANCIS	5253 WINDMILL DR	TROY MI	48085
	161013 STERLING CLEANING SERVICES INC	1080 NAUGHTON DRIVE		TROY MI	48083
	100817 STORM SEAL CO	2789 ROCHESTER ROAD		TROY MI	48083-1920
	163708 SUBURBAN CHRYSLER JEEP DODGE OF TROY	1790 MAPLELAWN DR		TROY MI	48084
	103889 SUMMIT ELECTRIC INC	2544 ACACIA		TROY MI	48083-1901
	162263 SWEET BEAT PRODUCTIONS	4096 GREENSBORO		TROY MI	48085
	101982 TEAL ELECTRIC COMPANY - BOTH	1200 NAUGHTON	P O BOX 1189	TROY MI	48099-1189
	147043 TECHWORLD	2760 INDUSTRIAL ROW		TROY MI	48084
F-100767	TERMINAL SUPPLY CO	1800 THUNDERBIRD		TROY MI	48084
F-100772	TESTING ENGINEERS & CONSULTANTS INC	1343 ROCHESTER ROAD	P O BOX 249	TROY MI	48099-0249
	162033 THERAPEUTIC RESPONSE MASSAGE BY PAM	2787 SPARTA		TROY MI	48083
	106044 THUNDERBIRD LANES	400 W MAPLE RD		TROY MI	48084
	100781 TIRE WHOLESALERS COMPANY INC	1783 EAST FOURTEEN MILE ROAD		TROY MI	48083
	114292 TOM'S LANDSCAPE INC.-ALL PYMNTS HERE	4210 ROCHESTER ROAD		TROY MI	48085
	103510 TREVARROW HARDWARE INC	97 W LONG LAKE ROAD		TROY MI	48098
F-100793	TRINGALI SANITATION INC	33373 DEQUINDRE		TROY MI	48083
	107124 TROPHY CASE, THE	172 SCOTTSDALE		TROY MI	48084
	122569 TROY AUTO GLASS INC	1700 W MAPLE ROAD		TROY MI	48084
	100797 TROY CHAMBER OF COMMERCE	4555 INVESTMENT DR STE 300		TROY MI	48098-6338
	105788 TROY COLLISION - BOTH	931 RANKIN STREET		TROY MI	48083
	101737 TROY COMMAND OFFICERS ASSOCIATION	TROY COMMAND OFFICERS ASSOC		TROY MI	48084
	101971 TROY COMMUNITY COALITION - BOTH	4420 LIVERNOIS		TROY MI	48098
	101967 TROY DELI	3293 ROCHESTER		TROY MI	48083
	101979 TROY ELECTRIC INC - BOTH	973 ELMSFORD		TROY MI	48083

	165388 TROY FAMILY AQUATIC CENTER	3179 LIVERNOIS	TROY MI	48084
	162947 TROY FOOD SERVICES	4420 LIVERNOIS	TROY MI	48098
	143011 TROY GYMNASTICS	1600 W MAPLE	TROY MI	48084
F-130367	TROY HISTORICAL SOCIETY	C/O 60 W WATTLES RD	TROY MI	48098
	125711 TROY INTERNAL MEDICINE,PC	4600 INVESTMENT DR STE 300	TROY MI	48098
	125696 TROY JUDO CLUB INC	ATTN: DAN VANHEMM	137 LEETONIA	TROY MI
	160668 TROY LAMINATING, LLC	1435 ROCHESTER	TROY MI	48083
	128908 TROY LANES	1950 E SQUARE LAKE ROAD	TROY MI	48085
F-164698	TROY NATURE SOCIETY	6685 COOLIDGE	TROY MI	48098
	108845 TROY PEOPLE CONCERNED	930 JOHN R STE 2123	TROY MI	48083
	160736 TROY POLICE EXPLORERS POST 1950	500 W BIG BEAVER ROAD	TROY MI	48084
	101738 TROY POLICE OFFICERS ASSOCIATION	POLICE DEPARTMENT	TROY MI	48084
	133805 TROY POLICE/FIRE BENEVOLENT ASSOCIATION	500 W BIG BEAVER	TROY MI	48084
	103074 TROY POSTMASTER	2844 LIVERNOIS	TROY MI	48099
	101969 TROY RACQUET CLUB - BOTH	3400 CIVIC CENTER	TROY MI	48084
	101564 TROY SCHOOL DISTRICT	ACCOUNTING DEPT 4400 LIVERNOIS	TROY MI	48098-4799
	125684 TROY SCHOOL DISTRICT-4420 LIVERNOIS	ATTN: MIKE JOLLY	4420 LIVERNOIS	TROY MI
	115585 TROY SENIOR CITIZEN COUNCIL	C/O MARGARET JULIAN	5385 BREEZEHILL	TROY MI
	104809 TROY SPORTS CENTER	ATTN VICKIE LAMERATO MGR	1819 E BIG BEAVER	TROY MI
	101565 TROY YOUTH ASSISTANCE	4420 LIVERNOIS	TROY MI	48098
	129708 U-HAUL CENTER OF TROY	1250 W MAPLE RD	TROY MI	48084
	132789 U-SAVE RENTAL	2892 E MAPLE	TROY MI	48083
F-102012	UNCLE LUKE'S FEED STORE	6691 LIVERNOIS	TROY MI	48098
	102014 UNISTRUT TEAL - BOTH	1200 NAUGHTON	P O BOX 1189	TROY MI
	101574 VAL'S PET SUPPLIES - USE FOR INVOICES	6975 LIVERNOIS	TROY MI	48098
	118003 VFP FIRE SYSTEMS	333 ELMWOOD	TROY MI	48083
F-103024	VIGILANTE SECURITY INC	2681 INDUSTRIAL ROW DRIVE	TROY MI	48084
	145441 WAL-MART	2001 W MAPLE	TROY MI	48084
	101579 WALSH COLLEGE	3838 LIVERNOIS	TROY MI	48083
	127620 WILSON, ROXANNE	4457 HOLLY	TROY MI	48085
	101754 WRIGHT TOOL COMPANY	1738 MAPLELAWN	TROY MI	48084
	107441 XPEDX PAPER & GRAPHICS-TROY	1376 RANKIN	TROY MI	48083
	137606 YE OLDE FLOWER BARN	6071 LIVERNOIS	TROY MI	48098
	136986 YOUNG REMBRANDTS	377 EAST HURST	TROY MI	48085
	145435 YOUR CAR WASH	366 WEST MAPLE	TROY MI	48084
	145569 YTI OFFICE EXPRESS	1280 EAST BIG BEAVER RD, SUITE A	TROY MI	48083



CITY COUNCIL AGENDA ITEM

Date: March 26, 2013

To: Brian Kischnick, City Manager

From: William S. Nelson, Fire Chief

Subject: Fire Department and Alliance Mobile Health 2012 Annual Reports

I am pleased to submit the fire department and Alliance Mobile Health activity reports for 2012. The fire department report provides details on response and support activity for 2012, and provides comparison data from the previous year. The following are notable changes in fire activity in 2012:

- Overall responses remained essentially the same as 2011.
- Fire incidents increased by 9.6% with the largest increases in grass fires 133%.
- Cooking continues to be the most frequent cause of structure fires (28.8%)
- There were no deaths from fire, 3 civilian injuries, and 4 fire fighter injuries.
- Fire loss estimates remained essentially the same from the previous year.
- Due to the filling of a fire staff technician vacancy, the department has been able to increase the total hours committed to fire prevention.
- Volunteer firefighter staffing has remained fairly constant.

If you have any questions, please contact me.



**TROY FIRE DEPARTMENT
ANNUAL REPORT
2012**

<u>Category</u>	<u>Count</u>	<u>Percent of Total Incidents</u>	<u>Previous Year</u>	<u>Change</u>
Total Fire Incidents	182	16.76%	166	9.64%
Total Non Fire Incidents	904	83.24%	924	-2.16%
Total Incidents	1086	100.00%	1090	-0.37%

<u>Fire Incidents</u>	<u>Count</u>	<u>Percent of Total Fires</u>	<u>Previous Year</u>	<u>Change</u>
Structure Fires	66	36.26%	65	1.54%
Vehicle Fires	37	20.33%	48	-22.92%
Grass Fires	49	26.92%	21	133.33%
Refuse Fires	25	13.74%	20	25.00%
Outside Fires	0	0.00%	8	-100.00%
Other Fires	5	2.75%	4	25.00%
Total Fire Incidents	182	100.00%	166	9.64%

<u>Non Fire Incidents</u>	<u>Count</u>	<u>Percent of Total Non Fires</u>	<u>Previous Year</u>	<u>Change</u>
Overpressure/Rupture	3	0.33%	1	200.00%
Rescue / Extrication	41	4.54%	61	-32.79%
Hazardous Conditions *	151	16.72%	171	-11.70%
Public Service	52	5.76%	43	20.93%
Good Intent **	180	19.93%	171	5.26%
Cent. Sta./Malicious False Alarm	14	1.55%	11	27.27%
Alarm System Malfunction	162	17.94%	175	-7.43%
Alarm Activation Unintentional	298	33.00%	282	5.67%
Weather Standby	2	0.22%	7	-71.43%
Other Non Fire	0	0.00%	2	-100.00%
Total Non Fire Incidents	903	100.00%	924	-2.27%

* Includes spills or leaks with no fire; excess heat; arcing wires; and chemical emergencies

** Includes smoke scares; wrong locations; steam mistaken for smoke; and controlled burning

All data obtained from Oakland County Fire Records Management System unless indicated otherwise.



**TROY FIRE DEPARTMENT
ANNUAL REPORT
2012**

<u>Structure Fires by Occupancy</u>	<u>Count</u>	<u>Percent of Structure Fires</u>	<u>Previous Year</u>	<u>Change</u>
Apartments	13	19.70%	13	0.00%
Educational	3	4.55%	0	300.00%
Industrial	4	6.06%	6	-33.33%
Institutional	2	3.03%	0	200.00%
Motel/Hotel	1	1.52%	2	-50.00%
Office	2	3.03%	5	-60.00%
Other	5	7.58%	1	400.00%
Public Assembly	4	6.06%	3	33.33%
Single Family Dwelling	25	37.88%	27	-7.41%
Storage	6	9.09%	2	200.00%
Stores/Sales	1	1.52%	6	-83.33%
Total Occupancies	66	100.00%	65	

<u>Structure Fires by Cause</u>	<u>Count</u>	<u>Percent of Structure Fires</u>	<u>Previous Year</u>	<u>Change</u>
Act of Nature	1	1.52%	4	-75.00%
Cooking	19	28.79%	17	11.76%
Equipment Failure	12	18.18%	10	20.00%
Intentional	1	1.52%	3	-66.67%
Other	4	6.06%	2	100.00%
Under Investigation *	2	3.03%	10	-80.00%
Undetermined	10	15.15%	12	-16.67%
Unintentional	18	27.27%	11	63.64%
Total Causes	66	72.73%	65	

* As of 03/01/13



**TROY FIRE DEPARTMENT
ANNUAL REPORT
2012**

<u>Total Casualties</u>	<u>Number</u>	<u>Percent</u>	<u>Previous Year</u>	<u>Change</u>
Civilian Injury	3	75.00%	3	0.00%
Civilian Death	0	0.00%	0	0.00%
Firefighter Injury	1	25.00%	0	100.00%
Firefighter Death	0	0.00%	0	0.00%
Total Casualties	4	100.00%	3	33.00%

<u>Total Estimated Fire Loss</u>	<u>Amount</u>	<u>Percent</u>	<u>Previous Year</u>	<u>Change</u>
Structure Value	\$202,828,883.00	100.00%	\$231,038,902.00	-12.21%
Property Loss	\$527,185.00	0.26%	\$508,800.00	3.61%
Contents Loss	\$322,843.00	0.16%	\$338,400.00	-4.60%
Total Loss	\$850,028.00	0.42%	\$847,200.00	0.33%
Total Saved	\$201,978,855.00	99.58%	\$230,191,702.00	-12.26%



**TROY FIRE DEPARTMENT
ANNUAL REPORT
2012**

Response Time Analysis

<u>Fire Dept Response *</u>	<u>Count</u>	<u>Cumulative Response</u>	<u>Percent</u>	<u>Cumulative Percent</u>
0 - 1 Minute	2	2	0.34%	0.34%
1 - 2 Minutes	6	8	1.03%	1.37%
2 - 3 Minutes	22	30	3.76%	5.13%
3 - 4 Minutes	51	81	8.72%	13.85%
4 - 5 Minutes	74	155	12.65%	26.50%
5 - 6 Minutes	105	260	17.95%	44.44%
6 - 7 Minutes	82	342	14.02%	58.46%
7 - 8 Minutes	75	417	12.82%	71.28%
8 - 9 Minutes	60	477	10.26%	81.54%
9 - 10 Minutes	41	518	7.01%	88.55%
10 + Minutes	67	585	11.45%	100.00%
Total Emergency Responses	585		53.87% of total responses	
Total Nonemergency Responses	501		46.13% of total responses	
Total Responses	1086			

** Dispatch to arrival as recorded by the dispatch center.*

<u>Dispatch Processing</u>	<u>Alarm to Dispatch</u>	<u>Cumulative Response</u>	<u>Percent</u>	<u>Cumulative Percent</u>
0 - 1 Minute	583	583	99.66%	99.66%
1 - 2 Minutes	1	584	0.17%	99.83%
2 - 3 Minutes	1	585	0.17%	100.00%
3 - 4 Minutes	0	585	0.00%	100.00%
4 - 5 Minutes	0	585	0.00%	100.00%
5 - 6 Minutes	0	585	0.00%	100.00%
6 - 7 Minutes	0	585	0.00%	100.00%
7 - 8 Minutes	0	585	0.00%	100.00%
8 - 9 Minutes	0	585	0.00%	100.00%
9 - 10 Minutes	0	585	0.00%	100.00%
10 + Minutes	0	585	0.00%	100.00%
Total Emergency Incidents	585			



**TROY FIRE DEPARTMENT
ANNUAL REPORT
2012**

<u>Activities</u>	<u>Count</u>	<u>Percent</u>	<u>Previous Year</u>	<u>Change</u>
Fire Station Service Requests	875	53.16%	817	7.10%
Fire Investigations	45	2.73%	52	-13.46%
In-Service Training Provided	554	33.66%	490	13.06%
Specialty Team Training Provided	60	3.65%	59	1.69%
Fire Academy Training Provided	112	6.80%	142	-21.13%
Subtotal	1,646	100.00%	1,560	5.51%
Plans Reviewed	879	5.11%	794	10.71%
Permits Issued	532	3.09%	448	18.75%
Inspections	2,881	16.73%	2,421	19.00%
Violations Issued	1,831	10.64%	1,424	28.58%
Violations Cleared	1,051	6.10%	689	52.54%
Hydrant Flow Tests Conducted	30	0.17%	20	50.00%
Public Education Programs	125	0.73%	130	-3.85%
Public Education Participants	8,336	48.42%	7,801	6.86%
HAPIS Computer Entries	1,031	5.99%	637	61.85%
Alarms Registered *	520	3.02%	701	-25.82%
Subtotal	17,216	100.00%	15,065	14.28%
Total Activities	18,862		16,625	13.46%

* Paid registrations as of the date printed

<u>Activity Hours</u>	<u>Count</u>	<u>Percent</u>	<u>Previous Year</u>	<u>Change</u>
Administrative **	2,048.00	15.19%	3,283.15	-37.62%
Fire Prevention **	6,248.75	46.35%	4,289.55	45.67%
Supportive **	5,185.05	38.46%	4,066.00	27.52%
Training ***	17,858.00	132.46%	20,512.00	-12.94%
Total Hours	13,481.80	100.00%	11,638.70	15.84%

** Career staff-hours only. Does not include leave time.

*** Includes staff hours + volunteer hours



**TROY FIRE DEPARTMENT
ANNUAL REPORT
2012**

Staffing

<u>Volunteer</u>	<u>Station 1</u>	<u>Station 2</u>	<u>Station 3</u>	<u>Station 4</u>	<u>Station 5</u>	<u>Station 6</u>	<u>Total</u>	<u>Trend</u>	<u>Cumulative</u>
2008	29	30	29	24	31	32	175	NA	0.00%
2009	29	27	28	24	31	25	164	-6.29%	-6.29%
2010	29	27	29	32	30	26	173	5.49%	-1.14%
2011	29	27	28	31	29	24	168	-2.89%	-4.00%
2012	27	27	26	29	31	25	165	-1.79%	-5.71%
<u>5 Yr. Avg.</u>	28.6	27.6	28.0	28.0	30.4	26.4	169.0	-1.09%	-3.43%
<u>2 Yr. Avg.</u>	28.0	27.0	27.0	30.0	30.0	24.5	166.5	-2.34%	-4.86%

<u>Career</u>	<u>Chief</u>	<u>Assistant Chief</u>	<u>Staff Lieutenant</u>	<u>Staff Technician</u>	<u>Secretary</u>	<u>Total</u>	<u>Trend</u>	<u>Cumulative</u>
2008	1	2	7	2	1	13	NA	0.00%
2009	1	2	6	2	1	12	-7.69%	-7.69%
2010	1	2	6	2	1	12	0.00%	-7.69%
2011	1	1	5	3	1	11	-8.33%	-15.38%
2012	1	1	5	3	1	11	0.00%	-15.38%
<u>5 Yr. Avg.</u>	1.0	1.6	5.8	2.4	1.0	11.8	-3.21%	-9.23%
<u>2 Yr. Avg.</u>	1.0	1.0	5.0	3.0	1.0	11.0	-4.17%	-15.38%



**TROY FIRE DEPARTMENT
ANNUAL REPORT
2012**

<u>Station</u>	<u>Incident Category</u>	<u>Incident Count</u>	<u>Percent of Category</u>	<u>Percent of Total Count</u>	<u>Previous Year Count</u>	<u>Change</u>
1	Fire	41	22.53%	3.78%	29	41.38%
	Rescue/Extrication	9	21.95%	0.83%	5	80.00%
	False Alarm	87	18.32%	8.01%	78	11.54%
	All Other	77	19.85%	7.09%	58	32.76%
	Sub Total	214	19.71%	19.71%	170	25.88%
2	Fire	11	6.04%	1.01%	15	-26.67%
	Rescue/Extrication	5	12.20%	0.46%	7	-28.57%
	False Alarm	33	6.95%	3.04%	49	-32.65%
	All Other	42	10.82%	3.87%	43	-2.33%
	Sub Total	91	8.38%	8.38%	114	-20.18%
3	Fire	47	25.82%	4.33%	45	4.44%
	Rescue/Extrication	12	29.27%	1.10%	13	-7.69%
	False Alarm	125	26.32%	11.51%	135	-7.41%
	All Other	69	17.78%	6.35%	94	-26.60%
	Sub Total	253	23.30%	23.30%	287	-11.85%
4	Fire	31	17.03%	2.85%	46	-32.61%
	Rescue/Extrication	5	15.63%	0.46%	21	-76.19%
	False Alarm	125	26.32%	11.51%	106	17.92%
	All Other	67	17.27%	6.17%	73	-8.22%
	Sub Total	228	20.99%	20.99%	246	-7.32%
5	Fire	30	16.48%	2.76%	11	172.73%
	Rescue/Extrication	4	9.76%	0.37%	5	-20.00%
	False Alarm	18	3.79%	1.66%	24	-25.00%
	All Other	36	9.28%	3.31%	25	44.00%
	Sub Total	88	8.10%	8.10%	65	35.38%
6	Fire	13	7.14%	1.20%	12	8.33%
	Rescue/Extrication	5	12.20%	0.46%	10	-50.00%
	False Alarm	46	9.68%	4.24%	42	9.52%
	All Other	39	10.05%	3.59%	54	-27.78%
	Sub Total	103	9.48%	9.48%	118	-12.71%
8	Fire	9	4.95%	0.83%	7	28.57%
	Rescue/Extrication	1	2.44%	0.09%	0	100.00%
	False Alarm	41	8.63%	3.78%	35	17.14%
	All Other	58	14.95%	5.34%	48	20.83%
	Sub Total	109	10.04%	10.04%	90	21.11%
Total		1086	100.00%	100.00%	1090	-0.37%



**TROY FIRE DEPARTMENT
ANNUAL REPORT
2012**

Supplemental

<u>Valid Alarm Activations</u>	<u>Count</u>	<u>Percent of Total Incidents</u>	<u>Previous Year</u>	<u>Change</u>
Cooking	20	1.83%	20	0.00%
Fire	5	0.46%	7	-28.57%
Smoke	3	0.28%	5	-40.00%
Overheat	3	0.28%	2	50.00%
Electrical	0	0.00%	3	-300.00%
Steam	0	0.00%	1	-100.00%
Total Valid Alarms	31	2.85% of Total Incidents	38	-18.42%
		6.13% of Total Alarm Activations		

<u>False Alarm Activations</u>	<u>Count</u>	<u>Percent of Total Incidents</u>	<u>Previous Year</u>	<u>Change</u>
Unintentional	298	27.34%	282	5.67%
Malfunction	162	14.86%	175	-7.43%
Other	1	0.09%	0	100.00%
Malicious	14	1.28%	11	300.00%
Total False Alarms	475	43.74% of Total Incidents	468	1.50%

<u>Structure Fires With Significant Loss</u>	<u>Date</u>	<u>Stations / Apparatus</u>	<u>Alarms</u>	<u>Estimated Loss*</u>	<u>Summary</u>
30 E Big Beaver	5/9/2012	1, 3, 2, Rescue 4	2	\$268,768.00	Commercial Restaurant
2451 Elliott	5/19/2012	4, 1, Air Tender 3	1	\$153,577.00	Commercial Building
2605 E Wattles	5/20/2012	5, 1, Rescue 4, Air Tender 3	1	\$100,000.00	Single Family Dwelling

**Replacement Cost of Real & Personal Property*

<u>Mutual Aid</u>	<u>Date</u>	<u>Stations / Apparatus</u>	<u>Alarms</u>	<u>Type</u>	<u>Summary</u>
1200 Kempar, Madison Heights	2/14/2012	Air Tender 3	2	Provided Air	Commercial Building Fire
11 Mile at Greenfield, Oak Park	7/16/2012	Air Tender 3	2	Provided Air	Fuel Tanker Leak

Emergency Medical Services City of Troy 2012 Annual Report



Alliance Mobile Health

2045 Austin Dr

Troy, MI, 48083

About Your Ambulance Provider – Alliance Mobile Health

Alliance Mobile Health (AMH) has been in business 12 years this month. AMH is organized as a 501C3 non-profit corporation.

We are (equally) owned by Mobile Medical Response in Saginaw, MI and Huron Valley Ambulance in Ann Arbor, MI. Both agencies are also non-profit 501C3 ambulance providers.



AMH has been contracted to provide paramedic level ambulance responses in the city of Troy since October 2003. We also provide paramedic ambulance services in the surrounding communities of Clawson, Beverly Hills, Oak Park and Berkeley

In December 2012, AMH's Executive Director, Laurie Thiel, left the organization. She has been replaced by Stewart Slipiec.

Stewart has an undergraduate degree in Business and has worked in the medical field for 30 years.

His experience ranges from working in administrative capacities at the Detroit Medical Center and St. Joseph Mercy Hospital in Clinton to 25 years in the ambulance field as a licensed EMT.



Stewart has been associated with Ruehle's Ambulance and Medstar Ambulance in Mt. Clemens, MI as their CEO.

Stewart relocated here from Napa, California where he served as the General Manager of the Napa Ambulance Service.

How the EMS system works in the City of Troy

The Emergency Medical Service (EMS) system in the City of Troy is provided by a private ambulance provider selected by the City of Troy through a request for proposal (RFP). The contract requires both a first responder service as well as an ambulance service.

The first response units are staffed with one paramedic and respond to emergency 911 calls in a Ford Expedition or Chevrolet Tahoe type vehicle.

The unit is called a “PFR” – Paramedic First Response vehicle



PFR's are dispatched in conjunction with a paramedic ambulance and arrive on-scene ahead of the responding ambulance. PFR's are scheduled 24 hours a day and 7 days per week. Monday through Friday there are three PFR units deployed during the day and two units deployed at night.



On weekends, there are two PFR units deployed day and night. PFR units are dedicated to the city at all times and must respond to all emergency medical calls in 5 minutes 00 seconds with 90% reliability. The PFR service is provided by Alliance Mobile Health and is paid for by the City of Troy.

The ambulance service provided is required by contract to be advanced life support. This means that the ambulance is staffed with two paramedics capable of providing ECG monitoring, IV therapy, advanced airway interventions, and can administer medications. ‘

While these units are not dedicated to the City of Troy, a response time of 8 minutes 00 seconds is required for all emergency calls with 90% reliability. This service is not subsidized by the City of Troy. This service is paid for by the patients that utilize the services. In most cases, the services are covered by insurance companies.

When a citizen calls *911* for a medical emergency, the call is answered by the City of Troy’s communication center. Once the information about the call is obtained by Troy, the call is transferred to Alliance Mobile Health’s communication center.

When Alliance Mobile Health’s communication center receives a transferred call from the City of Troy, the call taker asks the caller a series of questions to determine the appropriate response (emergency or nonemergency).

It is important to reduce unnecessary emergency responses to stable patients for both safety reasons and to ensure ambulances are available for life threatening emergencies.

Alliance Mobile Health’s communication center staff then can provide instruction to the caller before the . This assists the caller in rendering immediate aid to the patient before the first responder unit arrives.

This pre-arrival care can range from controlling bleeding to cardiopulmonary resuscitation (CPR). The first responder unit and an ambulance are then dispatched to the address by Alliance Mobile Health’s communication center. The dispatcher stays on the line with the caller until

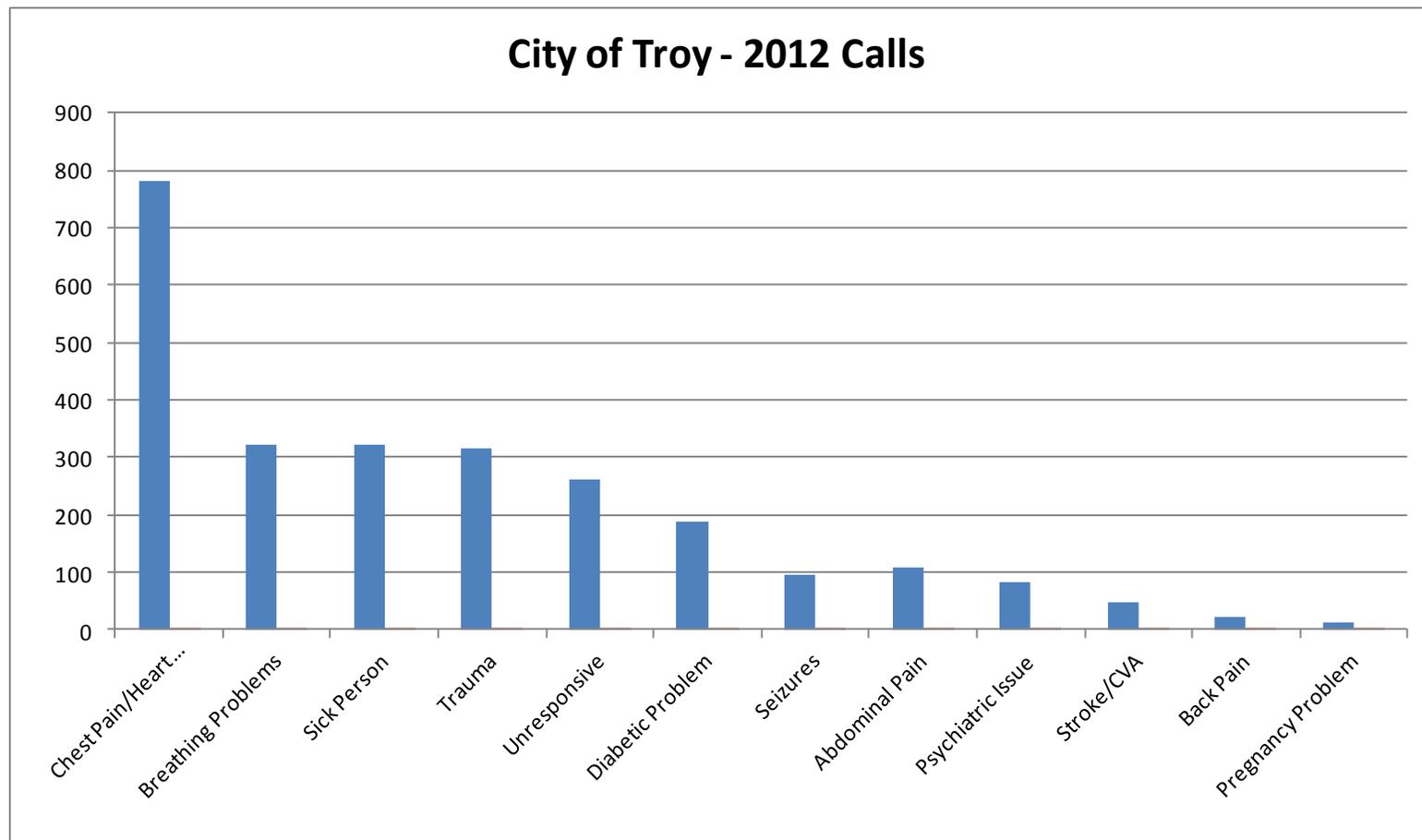
The Troy Police and Fire Departments and Alliance Mobile Health have regular communication about the EMS performance. Alliance Mobile Health provides monthly reports and an annual report on the ambulance and PFR response performance.



Call Volume and Response Time Analysis 2012

In 2011, Alliance Mobile Health responded to **a total of 3,131 ambulance requests** in the City of Troy.

Of those, 2559 were 911 emergencies (lights and siren response). This averages about 8.6 calls per day. A comparison in volume, on-time percentage, and average response times is shown below

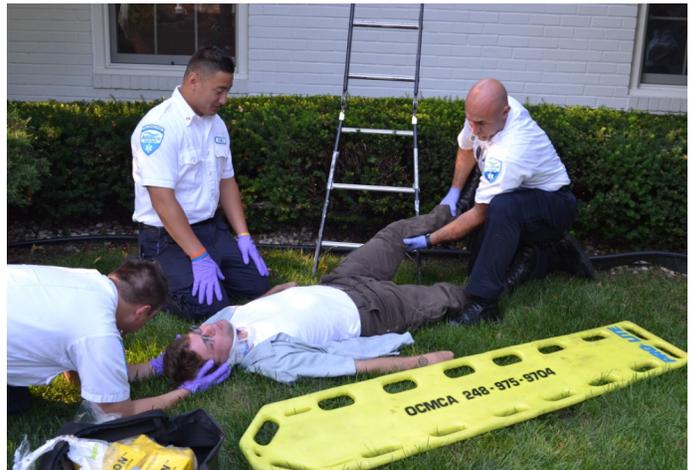




Three year comparison of EMS performance

	Ambulance			First Response Unit		
	2010	2011	2012	2010	2011	2012
Total Emergency Calls	2,852*	2,783*	2,559	2,439*	2,557*	2,419
Percentage within the Time Standard	90.57%	92.99%	93.10%	90.20%	89.83%	90.03%
50th Percentile Response Time	0:06:07	0:06:06	0:06:03	0:04:04	0:04:02	0:04:03

*Not including exceptions for weather, construction or dangerous scenes.



Patient Satisfaction Surveys

Beginning in 2012, Alliance Mobile Health made a change in how we measure our patient's satisfaction. Previously, we had used an Alliance specific survey which we mailed to each of our patients. This gave us the ability to compare how Alliance performed over a (long) period of time. However, this methodology did not tell us how we compared to other similar ambulance organizations. The new methodology we are currently using to measure



our patient's satisfaction involved contracting with an outside agency – EMS Survey Team.

Alliance is compared to 49 other ambulance agencies, nationally and locally. Patients rate different aspects of their experience in 24 different categories from helpfulness of the call taker at the communication center, skill of the medic that treated them, professionalism of the ambulance crew, cleanliness of the ambulance, etc.

The survey helps identify areas that Alliance can improve. It also provides the patient or family member an opportunity to voice concerns or praise the crew for service above and beyond the patient's expectations. A summary of the survey results are provided to the City of Troy on a quarterly basis.

In 2012, Alliance's average score overall was a 93.76% which places Alliance in the top 3% of the

49 ambulance companies surveyed. The data we are using from this survey helps us make changes to become a better ambulance provider. For example, the score Alliance received from our surveyed patients indicated that our paramedics could do a better job at "relieving their pain or discomfort". While our score did not significantly vary from the other providers, it provided us with the opportunity to let our staff know this concern and to increase the administration of morphine and fentanyl (whenever it is prudent to do so).

Alliance Mobile Health Licensure and Accreditation

Alliance Mobile Health is a licensed Paramedic ambulance provider by the State of Michigan to operate in Oakland County. Alliance is also accredited through the Commission of Accreditation for Ambulance Services (CAAS) since 2003.

This accreditation means that Alliance meets a higher standard than what the State of Michigan mandates.

CAAS is an independent accrediting agency that reviews all aspects of an ambulance operation from patient care to hiring practices.

Alliance Mobile Health was the first ambulance service in Oakland County to be accredited



Special Programs/Community Involvement

- Tactical EMS team (TEMS) - These AMH paramedics train and respond alongside the Troy tactical support team. TEMS responds to high risk situations with the Troy tactical support team to provide emergency medical attention to any officers during tactical operations.
- Paramedic bike team - AMH paramedics provide advanced life support for special events to maneuver quickly in large crowds in order to assess and treat patients. The bike team is comprised of two paramedics riding bikes which are equipped with the same capabilities as an ambulance.
- CPR, blood borne pathogens, AED, and first aid training to Troy Police and Fire Depts.



Alliance

Mobile Health

- Firefighter rehabilitation - This is conducted during significant or long term fire incidents. Paramedics provide medical monitoring, including blood pressure, oxygen saturation levels, and ECG, to all firefighters that are involved in active firefighting in accordance with NFPA standard 1584.
- Carbon monoxide (CO) monitoring- PFR units respond to CO alarm calls to perform a preliminary check for CO levels.
- Translation services - Alliance employs a telephonic interpretation service available to all paramedics to better assess and communicate with patients and family members who do not speak English and have no interpreter available.
- Social worker program - For citizens that have underlying problems that place them in need of emergency medical care, the program puts the patient or family in touch with a social worker who can connect them with available resources to help the patient or family. An example of this would be a citizen who cannot afford to buy necessary medications.
- Evidentiary blood draws - Paramedics perform evidentiary blood draws under physician direction in the Troy lock up facility for individuals suspected of being under the influence of drugs and/or alcohol. This service saves the police department from escorting the patient to the hospital for the service.
- Nursing home evacuation training - Alliance Mobile Health and the Troy Fire Department conducted joint training on how to remove elderly patients out of nursing facilities during a fire.



- Troy People Concerned Annual “Back Pack” event - Alliance hosts this annual event at their main station at 2045 Austin Dr. Alliance has several employees that participate in the event and Alliance donates to the event as well. Office space is provided for Troy People Concerned at our main building at no cost.

- Stewart Slipiec, Executive Director for Alliance, is an active Rotarian. Alliance’s is actively involved in both Rotary and Kiwanis which includes financial support as well as volunteer support in the community

- Alliance has been a business sponsor for the Troy Community Coalition Prayer Breakfast



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 OF COUNSEL

March 12, 2013

Chief William Nelson
 Troy Fire Department
 500 West Big Beaver
 Troy, MI 48084

RE: North Star District First Aid Rally

Dear Chief Nelson:

On behalf of the North Star District of the Boy Scouts of America, I am writing to express my appreciation to the City of Troy Fire Department for hosting the Fifteenth Annual First Aid Rally at Troy Fire Station #3. Please express my gratitude as well to the following Firefighters who assisted in hosing the event and in conducting tours of the firehouse:

Ken Adams
 Eric Caloia
 Jon Roberts
 Fred Robinson
 Mike Rusing
 Al Soriano
 Mike Squatrino

The following Explorer advisors and Fire Explorers also assisted with this year's event:

Explorer advisors:

Randal Kurth (FF Troy Sta 1)
 Wally Verbruggen (FF Troy Sta 1)
 Brandon Hall (FF Troy Sta 1)
 Damon Brown (FF Troy Sta 1)
 Jill Verbruggen
 Shawn Knight (Fire Marshal, Madison Hgts FD)

Chief William Nelson
March 12, 2013
Page 2

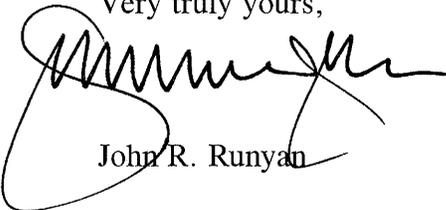
Fire Explorers:

Steve Fisher
Harley Brown
Abbigail Adams
Kevin McGrath
Colin Moran
Cameron Peck
Patrick Knight
Marc Dako

Although I hesitate to single out any individual, Eric Caloia has served on the planing committee for this event for each of the last three years and his contributions to its success have been invaluable.

Thank you again for your support.

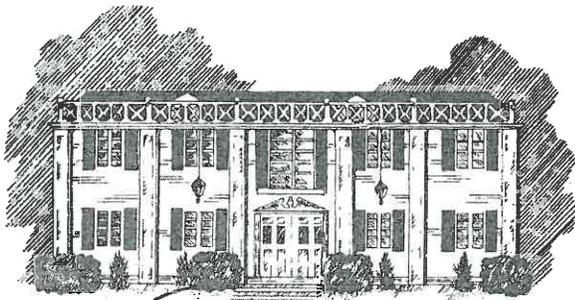
Very truly yours,

A handwritten signature in black ink, appearing to read "John R. Runyan". The signature is stylized with a large loop at the beginning and a long horizontal stroke.

John R. Runyan

JRR/plm
opeiu42afl-cio

cc: Aaron Dorn
Brian Wicke



WILLIAM H. PRICE
1931 - 2010

JOHN V. GLADYSZ
Advisor, Director
& Manager

NICOLE A. SATTERFIELD
Advisor & Director

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www.pricefuneralhome.net • pfhtroymichigan@sbcglobal.net

March 18, 2013

Gary G. Mayer, Chief of Police
Troy Police Department
500 West Big Beaver Road
Troy, Michigan 48084

Dear Chief Mayer:

The owners and staff of Price Funeral Home would like to express our gratitude for the support received from the Troy Police Department on March 11, 2013 during the funeral service of retired Troy firefighter Thomas Duncan.

When I contacted Lieutenant Harden, he was very helpful and followed up the next day with specific details. Mr. Duncan's family was extremely grateful with the assistance we received from the Troy Police Department. The funeral procession contained approximately 100 vehicles and your patrol cars monitored traffic as we exited our parking lot and at each intersection along the route to White Chapel Cemetery.

Please extend our appreciation to the officers that were involved in this funeral procession.

Sincerely,

John V. Gladysz
General Manager

- PO Nate Gobler
- PO Brian Warzecha
- PO Kirk Linton
- PO Pete Dungjen
- PO Jeff Denny

THANK YOU ALL FOR YOUR PROFESSIONAL HANDLING OF THIS.
IN ADDITION TO THIS LETTER FROM MR. GLADYSZ I RECEIVED
AN EMAIL FROM FIRE CHIEF NELSON THANKING US.

RECEIVED
CHIEF OF POLICE
3-21-2013



TO: Members of the Troy City Council

FROM: Lori Grigg Bluhm, City Attorney *LB*
 Allan T. Motzny, Assistant City Attorney *ATM*
 Susan M. Lancaster, Assistant City Attorney *gmk*
 Julie Quinlan Dufrane, Assistant City Attorney *JQD*

DATE: April 3, 2013

SUBJECT: 2013 First Quarter Litigation Report

The following is the quarterly report of pending litigation and other matters of interest. **Developments during the FIRST quarter of 2013 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. Grand Sakwa v. City of Troy- Grand Sakwa filed this case, seeking relief from the Court, which had jurisdiction of the matter based on a Consent Judgment that allowed for the highly intense commercial and residential development on approximately 77 acres of property known as Midtown. The Consent Judgment provided that a small parcel to the rear of the shopping center was donated to the City for transportation center purposes. The Consent Judgment required the transportation center to be "funded" on or before June 2, 2010. If this condition was

not satisfied, then the property would revert to Grand Sakwa. Shortly after the June 2, 2010 date, Grand Sakwa filed this action, seeking a Court ordered reversion of the property. Grand Sakwa argued that the transit center was not funded by June 2, 2010, as required by the Consent Judgment. The City countered by relying on the City's budgetary allocations since 2006, and also the federal funding, where 8.4 million dollars was awarded under the American Recovery Reinvestment Recovery Act of 2009- High Speed Intercity Passenger Rail Program (HSIPR) and 1.3 million dollars was appropriated in the December 16, 2009 Transportation, Housing and Urban Development Appropriations Act, Bus and Bus Facility Program. The City also argued that the language of the consent judgment did not require "full funding" or "irrevocable funding" or preclude the use of a reimbursable grant in satisfaction of the terms of the judgment. On May 25, 2011, the Oakland County Circuit Court entered an order in favor of the City, and denied Grand Sakwa's request for a reversion of property. On June 15, 2011, Grand Sakwa filed a Motion for Reconsideration. The Court ordered the City to file a response to the Motion for Reconsideration. On September 22, 2011, the Court denied the Plaintiff's Motion for Reconsideration. On September 29, 2011, Plaintiff filed an appeal with the Michigan Court of Appeals. On October 11, 2011, the Michigan Court of Appeals dismissed the claim of appeal, since there is no appeal of right from a post-judgment order. Grand Sakwa filed a Motion for Reconsideration on October 28, 2011, which was denied by the Court of Appeals on December 8, 2011. Prior to receiving this decision, Grand Sakwa also filed a Delayed Application for Leave to Appeal on November 22, 2011. The parties are now waiting for a decision from the Michigan Court of Appeals. On July 30, 2012, the Michigan Court of Appeals granted Grand Sakwa's delayed application for leave to appeal. Grand Sakwa filed its Brief on Appeal on September 19, 2012, and the City's Brief on Appeal must be filed on or before October 24, 2012. The legal briefs have been timely filed and the parties are now waiting for the Court to schedule oral argument. **Oral argument was held on March 6, 2013, and the parties are now waiting for the Court's decision on appeal.**

2. *Lamar Advertising v City of Troy (2012 State Court Civil Action)*. Based on the dismissal of their case in the federal court, Lamar Advertising, a billboard company, filed a new civil action on June 27, 2012 in Oakland County Circuit Court alleging the City's sign ordinance violates the Home Rule Cities Act. The case was assigned to Judge James M. Alexander. The Court entered an Order Re-Assigning the case to Judge Martha D. Anderson, who heard the other Lamar case. Troy filed a motion for summary disposition requesting a dismissal of this case. On September 19, 2012, Judge Anderson granted the motion and dismissed the case. Lamar Advertising has appealed this decision to the Michigan Court of Appeals. **On February 6, 2013, the Michigan Court of Appeals dismissed the appeal because of Lamar Advertising's failure to file a brief as required by Court Rule. Costs were assessed against the Attorney for Lamar Advertising.**

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.

There are no pending condemnation cases for this quarter.

D. 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 the City and/or police officers of the City of Troy somehow violated their civil rights.

1. Alan A. May, as Personal Representative of the Estate of Jesus Gillard v. Bloomfield Township, Troy, et. al – Plaintiff, Alan A. May, is the personal representative of the estate for the deceased Jesus Gillard. Gillard was involved in a police pursuit that was initiated in Bloomfield Township by its police officers. The pursuit ended in the City of Troy at the intersection of Big Beaver Road and Adams Road when Gillard's van collided with an SUV driven by a civilian. After the collision, Gillard continued to attempt to flee and elude police officers from both Bloomfield Township and Troy. He actively resisted the officers' attempts to subdue him and place him under arrest. At some time after Gillard was handcuffed, he stopped breathing. The defendants in the lawsuit are the City of Troy and individual officers from the police department as well as Bloomfield Township and individual officers from its police department. This wrongful death lawsuit alleges constitutional violations against the defendants, including failure to train and deliberate indifference to a serious medical need. The case was filed in the United States District Court for the Eastern District of Michigan and assigned to the Honorable Judge Robert Cleland. The parties are obtaining discovery in this matter. The parties continue to conduct discovery in this matter. Depositions of Plaintiff's expert witnesses have been scheduled and will continue through the beginning of November. The City plans to file a Motion for Summary Judgment on or before the cut-off date which is November 14, 2012. The City timely filed its Motion for Summary Judgment, and the parties are now awaiting oral argument before the Court. **Oral argument is scheduled for April 3, 2013.**

E. 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. *Detroit Edison Company v City of Troy Department of Public Works* – The Detroit Edison Company filed a complaint in the 52-4 District Court seeking damages against the City for cost to repair an electrical service line. Detroit Edison alleges that the electrical service line was damaged by City of Troy DPW workers when they were repairing a drain line. The lawsuit seeks \$4,347.62 in damages plus costs, interest and attorney fees. The Plaintiff alleges the City workers were negligent and that the City failed to comply with the provisions of the MISS DIGG Act. The case was assigned to Judge Bolle. **Troy filed a Motion for Summary Disposition. Before the Court actually heard the motion, Plaintiff voluntarily dismissed the lawsuit and this case is now closed.**

F. MISCELLANEOUS CASES

1. *Michigan Association of Home Builders; Associated Builders and Contractors of Michigan; and Michigan Plumbing and Mechanical Contractors Association v. City of Troy* – The Plaintiffs filed a complaint for Declaratory and Injunctive Relief in the Oakland County Circuit. On the date of filing the Plaintiffs also filed a Motion for Preliminary Injunction and Order to Show Cause. The Plaintiffs allege that the City of Troy has violated Section 22 of Michigan’s Stille-DeRossett Hale Single State Construction Code Act by collecting fees for building department services that are not reasonably related to the cost of providing building department services. They are alleging that the City of Troy has illegally entered into a contract with Safe Built of Michigan, Inc. for building services that provides that 20% of each building permit fee be returned to the City to cover services that are not “reasonably related to the cost of building department services,” as required by state statute. The Plaintiffs also assert a violation of the Headlee Amendment, arguing that the 20% returned to the City is a disguised tax that was not approved by voters. The Plaintiffs are asking for a declaratory judgment, as well as a return of any “surplus” building department service funds collected to date. Plaintiffs also request an order requiring the City to reduce its building department fees. The City of Troy was served with the Complaint and the Motion for Preliminary Injunction and Order for Show Cause on Wednesday, December 15, 2010. The parties were required to appear at Court on Wednesday, December 22, 2010, but the Court did not take any action at that time. Instead, the Court adjourned the matter to January 19, 2011. In the interim, the parties

may engage in preliminary discovery in an attempt to resolve this matter. The parties are conducting discovery. The parties have completed discovery. Trial in this matter is scheduled for January 30, 2012. After being presented with motions for summary disposition, the Court ordered the parties to engage in mediation with a neutral municipal audit professional. Financial documents concerning this case are now being reviewed by an independent CPA. It is expected that the April 19, 2012 trial date will be postponed until after this review is complete. Mediation was unsuccessful in resolving this case, and therefore the Court is expected to issue an order on the pending Summary Disposition Motions. The trial date has been adjourned. On November 13, 2012, Oakland County Circuit Court Judge Shalina Kumar issued her order in favor of the City, and dismissed this case. Plaintiffs filed an appeal, which is now pending in the Michigan Court of Appeals. **Appellant's brief is expected to be filed soon.**

2. *T.R. Pieperzak v. City of Troy.* This case has been filed by the successful bidder for the Section 9 water main replacement contract, seeking approximately \$900,000 over the contract bid for alleged additional work, unanticipated conditions and delays that Plaintiff attributes to the City of Troy. Plaintiff filed a Motion for Partial Summary Disposition, which the City responded to. Argument on this Motion is scheduled for July 6, 2011. The Court denied Plaintiff's Motion for Partial Summary Disposition. The case is now in discovery. Case evaluation for the case took place on November 17, 2011. The City and the Plaintiff each filed Motions for Summary Disposition at the close of discovery. The Court agreed with the amount the City claimed was due on the contract and entered an Order on March 9, 2012 that dismissed Plaintiff's claims seeking damages in excess of that amount. The Order is a final order and closes the case. T.R. Pieprzak filed a Motion for Reconsideration on March 29, 2012. The Court has not yet issued an opinion on Pieprzak's Motion for Reconsideration. **On January 17, 2013, Judge Nichols entered his Opinion and Order denying the Plaintiff's Motion for Reconsideration. The Plaintiff has now filed a Claim of Appeal with the Michigan Court of Appeals.**

3. *Troy Police Officers Association v. City of Troy and Act 78 Civil Service Commission.* Plaintiff TPOA Union has filed this lawsuit against the City and also the Act 78 Civil Service Commission, seeking a hearing on behalf of one of its members, Todd Michael. Mr. Michael seeks a hearing before the Civil Service Commission, where he can have the chance to establish that he was constructively discharged from the City; or in the alternative that he was improperly disciplined by the City. In addition to seeking a court order mandating a hearing for Todd Michael, Plaintiff is also seeking an order requiring the City to amend its rules to allow for hearings in similar circumstances. The Amended Complaint was filed on May 21, 2012. On September 18, 2012, Plaintiff filed a Motion for Summary Disposition, which is scheduled for hearing on November 21, 2012. On December 5, 2012, the Court granted in part, denied in part the cross motions for summary disposition. This case is now pending in the Michigan Court of Appeals. **Appellants' brief has been filed with the Court.**

4. Rodney Knutson v. City of Troy et. al. Plaintiff has filed this lawsuit against the City and one of its officers, alleging breach of implied contract or oral agreement and conversion of property. In this case, the Troy Police Department agreed to temporarily store a large amount of cash that would have otherwise been left unattended at Plaintiff's house. There was a \$1000 discrepancy as to the amount of cash that was temporarily safeguarded by the Troy Police Department. The City has filed an Answer to the Complaint and Affirmative Defenses. A pre-trial is scheduled for October 29, 2012 with Judge Kirsten Nielsen Hartig, 52-4th District Court. Based on potential conflicts, the Troy District Court transferred this case to the Novi District Court, which scheduled a January pre-trial conference. **The parties are engaging in discovery.**
5. Todd Michael v. City of Troy et. al.- Todd Michael has filed this lawsuit against the City, the Troy Police Department and the Troy Police Chief. Through this lawsuit, Plaintiff alleges that he was discriminated against in his employment with the City, in violation of the Americans With Disabilities Act. He also alleges that he suffered retaliation for his alleged disability. He is asking to be reinstated as a Troy Police Officer. He is also asking for additional compensation, punitive damages, costs and attorney fees. The answer to the complaint and affirmative defenses were filed on September 27, 2012. The Court has issued a scheduling order in this case, and discovery is on-going. **The parties are continuing in the discovery phase.**
6. Citizens United Against Corrupt Government v. Troy City Council- This is a lawsuit filed by the Citizens Against Corrupt Government, which is a Michigan Non-Profit Corporation formed by Robert Davis. In this lawsuit, Plaintiff alleges that the City violated the Open Meetings Act in holding a closed session on August 15, 2012, as part of the City Manager Search process. Through this lawsuit, Plaintiff is seeking a declaration that the City Council violated the Open Meetings Act. Plaintiff also asked for injunctive relief, and asked for an immediate hearing. The Court, after hearing arguments from the parties, denied the request for Injunctive relief with an order dated September 13, 2012. Immediately thereafter, Plaintiff attempted to schedule depositions of individual City Council members and other members of City Administration and the search consultant. The City filed a Motion for a Protective Order on September 28, 2012. On that day, the City also filed a Motion for Summary Disposition, arguing that Plaintiff does not have a viable case against the Troy City Council. On November 21, 2012, Judge O'Brien issued her order granting the City's Motion for Summary Disposition and dismissing this case. Plaintiff appealed this decision, which is now pending in the Michigan Court of Appeals. **It is anticipated that Appellant will file its legal brief in the immediate future.**
7. National Public Finance Guarantee Corporation v. City of Troy- This lawsuit was served on the City of Troy on October 18, 2012. The Plaintiff, National Public Finance Guarantee Corporation (NPFG), is an insurer on bonds issued by the Troy

Downtown Development Authority. NPPG filed a Freedom of Information Request (FOIA), looking for financial documents from the City of Troy. Through this lawsuit, Plaintiff argues that the City did not fully comply with FOIA when responding to the FOIA request. The City has filed an answer, and the parties are conducting discovery. **The parties are continuing in the discovery phase.**

8. **Troy Police Officers Association v. City of Troy and Troy Employee Retirement System Board of Trustees**- This lawsuit was served on the City on January 9, 2013. The Troy Police Chief, on behalf of former Troy Police Officer Todd Michael, filed a disability retirement request with the Troy Employee Retirement System Board of Trustees. Mr. Michael had not worked for the City since January 10, 2010, as a result of three independent neuropsychological examination reports. TPOA filed this lawsuit to prevent the Employee Retirement System Board of Trustees from considering this retirement request. An ex parte temporary restraining order was entered by the Court at the time that the complaint was filed, with a show cause hearing date of January 16, 2013. At that time, the parties agreed to engage in facilitation. The Court scheduled a court date for April 24, 2013 in the event that the case was not resolved prior to that time.

G. CRIMINAL APPEALS/ DISTRICT COURT APPEALS

These are cases involving an appeal from a decision of the 52-4 District Court in an ordinance prosecution case.

1. *People v John Haggarty*. The Defendant was arrested for operating while intoxicated after he was found in a parked vehicle with its engine running near the vacuum stations at a car wash. Police investigation revealed the Defendant was intoxicated. The Defendant filed a motion to dismiss, claiming there was insufficient evidence the Defendant operated the vehicle on a public road or any place open to the general public or generally accessible to motor vehicles. After an evidentiary hearing, District Court Judge Bolle denied the Defendant's motion, allowing the criminal case to proceed to a jury trial. The Defendant appealed that decision to the Oakland County Circuit Court. The assigned judge, Judge Rae Lee Chabot, denied Defendant's requested relief on July 20, 2011. The Defendant has now filed an Application for Leave to Appeal in the Michigan Court of Appeals. The City timely filed its response by the September 27, 2011 deadline. The parties are now waiting for the Michigan Court of Appeals to decide whether to allow the requested appeal. On April 13, 2012, the Court of Appeals granted Defendant's Application for Leave to Appeal. The Defendant has filed a Brief on Appeal. The City's Brief on Appeal is due June 25, 2012. The Court entertained oral arguments, and issued a written order affirming the District Court Judge and the City's position on September 27, 2012. The criminal case has now been remanded to the District Court. The Defendant filed an application requesting leave to appeal with the Michigan Supreme Court. The District Court has stayed the proceedings pending the decision. **The parties are**

waiting on a decision from the Michigan Supreme Court as to the requested leave to appeal.

2. ***People v Tyler Price.*** The Defendant was arrested for operating while intoxicated after a Troy police officer observed Defendant speeding on Maple Road and then abruptly stop in the middle of the road after turning onto a side street. Defendant refused to submit to a preliminary breath test, but after failing sobriety tasks, he was arrested. At the police station, Defendant was given a blood test, and lab results revealed a blood alcohol level of 0.24. Defendant filed a motion to suppress the blood test, challenging that the police officer had no basis for the traffic stop. His motion was denied, and the case proceeded to a bench trial, where Defendant was found guilty. On March 13, 2013, Defendant filed a claim of appeal in the Oakland County Circuit Court, Judge James M. Alexander.
3. ***People v. Rodger Walters.*** Rodger Walters, who resides on Boyd Street, was cited for impeding traffic by standing in the middle of the roadway as the International Academy students were leaving for the day. Mr. Walters had an attorney representing him for a formal hearing before Judge Kirsten Nielsen Hartig, who ultimately found him responsible for the civil infraction. The next day, Mr. Walters, on his own behalf, filed an appeal with the Oakland County Circuit Court, Judge Leo Bowman.

ADMINISTRATIVE PROCEEDINGS

1. ***In the matter of the Petitions on National Pollution Discharge Elimination Systems (NPDES Phase II General Permits).*** The City has joined several other municipalities in challenging several of the mandates in the NPDES Phase II General Permit, which was recently issued by the MDEQ. The new NPDES permit requires some storm water management techniques that exceed the federal mandates, and/or are not justified, based on the high cost of the mandate, in relation to the nominal environmental benefits. A status conference for the parties is set for October 1, 2008. The municipalities are currently exploring the coordination of efforts with other parties. Community representatives are meeting with representatives from the MDEQ to discuss possible resolutions of this matter without the necessity of a full blown administrative hearing. The parties are continuing to negotiate with the MDEQ. The City of Riverview filed a class action complaint in the Ingham County Circuit Court, challenging the permit requirements as unfunded mandates. The petitioners to the NPDES permit administrative proceeding are named as participants in the proposed class action lawsuit. As a result, the class action determination may have an impact on the administrative proceeding. The motion for class certification is scheduled for October 15, 2009. Class certification was granted. Hearings regarding the procedure for the new class action are set for January 2010. The Court granted class action status, and the administrative proceedings are now being delayed. Status reports have been filed and

reviewed, and we continue to monitor any new developments. On October 14, 2010, the Michigan Court of Appeals reversed the order granting a stay of the contested cases. On November 19, 2010, the Ingham County Circuit Court (the class action lawsuit) entered an order granting in part the dismissal of some of the claims. The remaining claims, including a Headlee claim, will be decided by the Court. Subsequently, the Assistant Attorney General, on behalf of the Michigan Department of Natural Resources and Environment (MDNRE) attempted to withdraw all of the remaining NPDES permits, which would mean that the whole process would need to be started from scratch. Since this action would likely result in a significant delay and a duplication of all efforts to date, several municipalities filed objections to this unilateral action. The MDNRE was given until December 22, 2010 to file a formal motion seeking a dismissal of the remaining NPDES permits. On August 9, 2011, the Administrative Law Judge held the case in abeyance, due to pending case at the Michigan Court of Appeals. The parties will continue to provide status reports in the interim. The Court is continuing to receiving status reports, with the next one due on December 19, 2012. **Status reports were timely filed on January 6, 2013.**

If you have any questions concerning these cases, please let us know.