



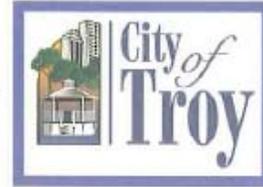
TROY CITY COUNCIL

REGULAR MEETING AGENDA

**MAY 20, 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

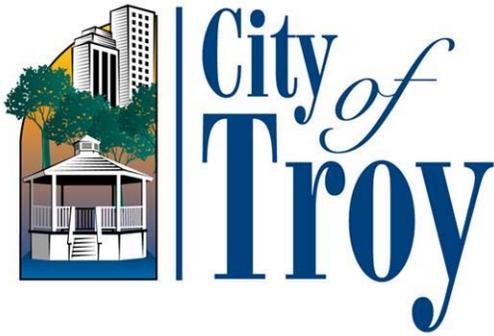
- Demonstrate excellence in community services
- Maintain fiscally sustainable government
- Attract and support a committed and innovative workforce
- Develop and maintain efficiencies with internal and external partners
- Conduct city business and engage in public policy formation in a clear and transparent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

May 20, 2013 – 7:30 PM
Council Chambers
City Hall - 500 West Big Beaver
Troy, Michigan 48084
(248) 524-3317

**INVOCATION: Assistant Pastor David Cole From Embassy Covenant Church
International** **1**

**PLEDGE OF ALLEGIANCE: Tiger Cubs of Cub Scout Pack 1712 from Wattles
Elementary** **1**

A. CALL TO ORDER: **1**

B. ROLL CALL: **1**

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

C-1 The Second Grade Class From Costello Elementary Will Present: “Why Troy is a Great Community” (*Introduced by: Aileen Bittner, City Clerk*) 1

C-2 On Behalf of the City of Troy Employees’ Casual for a Cause Program For The Months of January and February 2013, Community Affairs Director Cindy Stewart Will Present a Check in the Amount of \$597 to Nancy Morrison, Executive Director, Troy Community Coalition (*Introduced by: Cindy Stewart, Community Affairs Director*) 1

C-3 Proclamation Celebrating 75 Years for the Robert Allen Group and Appreciation for Donating Funds to Plant a Wildflower Garden at the Corner of Town Center and Civic Center Drives (*Introduced by: Cindy Stewart, Community Affairs Director*) 1

C-4 Presentation by the Benevolent Association of AFSCME Local 574 (One of The Collective Bargaining Units in The City of Troy With Members Working in Parks, Water and Sewer, Streets and Drains, Fleet Maintenance and Engineering). They Offer an Annual Scholarship to Invest in a High School Graduate’s Future. The 2012-13 Winner From Troy Will Be Introduced – Ankita Mangal, Troy High School. (*Introduced by: Mike Pihaylic and Joe Mowery, AFSCME Members*) 2

<u>D.</u>	<u>CARRYOVER ITEMS:</u>	<u>2</u>
D-1	No Carryover Items	2
<u>E.</u>	<u>PUBLIC HEARINGS:</u>	<u>2</u>
E-1	Adoption of the 2013-14 Annual City Budget and 3-Year Budget	2
<u>F.</u>	<u>PUBLIC COMMENT FOR ITEMS ON THE AGENDA:</u>	<u>6</u>
<u>G.</u>	<u>CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT:</u>	<u>8</u>
<u>H.</u>	<u>POSTPONED ITEMS:</u>	<u>8</u>
H-1	No Postponed Items	8
<u>I.</u>	<u>REGULAR BUSINESS:</u>	<u>8</u>
I-1	Board and Committee Appointments: a) Mayoral Appointments - None; b) City Council Appointments – None	8
I-2	Board and Committee Nominations: a) Mayoral Nominations – None; b) City Council Nominations – Liquor Advisory Committee, Traffic Committee, Zoning Board of Appeals	8
I-3	Request For Closed Session	11
I-4	Budget Amendment No. 3 (<i>Introduced by: Thomas Darling, Director of Financial Services</i>)	11
I-5	Approval of the Troy Brownfield Redevelopment Authority (BRA) Proposed Fiscal Year 2013-14 Budget (<i>Introduced by: Thomas Darling, Director of Financial Services</i>)	12
I-6	Approval of the Troy Local Development Finance Authority (LDFA) Proposed Fiscal Year 2013-14 Budget (<i>Introduced by: Thomas Darling, Director of Financial Services</i>)	12

I-7	Approval of the Troy Downtown Development Authority’s Proposed Fiscal Year 2013-14 Budget (<i>Introduced by: Thomas Darling, Director of Financial Services</i>)	12
I-8	Special Assessment District Paving of Troywood (<i>Introduced by: Nino Licari, City Assessor</i>)	13
I-9	Approval of Easement and License Agreements with Grand Trunk Western Railroad Company (CN) for the Troy Multi-Modal Transit Facility (<i>Introduced by: Steve Vandette, City Engineer</i>)	14
I-10	Amendment to Chapter 20 and Proposed Water Connection Fees (<i>Introduced by: Tim Richnak, DPW Director</i>)	14
I-11	Proposed Agreement with Ice Lounge – 5903 John R (<i>Introduced by: Lori Bluhm, City Attorney</i>)	15
I-12	Publically Funded Health Insurance Contributions Act (Public Act 152 of 2011)	16
J.	<u>CONSENT AGENDA:</u>	16
J-1a	Approval of “J” Items NOT Removed for Discussion	16
J-1b	Address of “J” Items Removed for Discussion by City Council	16
J-2	Approval of City Council Minutes	16
	a) City Council Regular Meeting Minutes – May 13, 2013.....	16
J-3	No Proposed City of Troy Proclamations	17
J-4	Standard Purchasing Resolutions:	17
	a) Standard Purchasing Resolution 3: Exercise Second-Year Renewal Option – Concrete Pavement Repair	17
	b) Standard Purchasing Resolution 1: Award to Low Bidder – Contract 13-4 Three Oaks Mill and HMA Overlay	17
	c) Standard Purchasing Resolution 1: Award to Low Bidder – Contract 13-3 Aquatic Habitat Restoration Project.....	17
J-5	Private Agreement – Contract for Installation of Municipal Improvements – Oakland Mall Outlot C	18

<u>K.</u>	<u>MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:</u>	18
K-1	Announcement of Public Hearings: None Submitted	18
K-2	Memorandums (Items submitted to City Council that may require consideration at some future point in time): None Submitted	18
<u>L.</u>	<u>PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA:</u>	18
<u>M.</u>	<u>COUNCIL REFERRALS:</u>	18
M-1	No Council Referrals Advanced	18
<u>N.</u>	<u>COUNCIL COMMENTS:</u>	18
N-1	No Council Comments Advanced	18
<u>O.</u>	<u>REPORTS:</u>	19
O-1	Minutes – Boards and Committees: None Submitted	19
	a) Retiree Health Care Benefits Plan & Trust-Final – January 9, 2013	19
	b) Employees’ Retirement System Board of Trustees-Final – March 13, 2013	19
	c) Employees’ Retirement System Board of Trustees-Draft – April 10, 2013.....	19
	d) Retiree Health Care Benefits Plan & Trust-Draft – April 10, 2013.....	19
	e) Planning Commission Special/Study-Draft – April 23, 2013.....	19
	f) Employees’ Retirement System Board of Trustees-Draft – May 8, 2013	19
O-2	Department Reports: None Submitted	19
O-3	Letters of Appreciation	19
	a) To Cathy Russ From Mike Auerbach, Gleaners Community Food Bank	19
O-4	Proposed Proclamations/Resolutions from Other Organizations: None Submitted	19
<u>P.</u>	<u>STUDY ITEMS:</u>	19
P-1	No Study Items	19

Q. CLOSED SESSION: 19

Q-1 Closed Session 19

R. ADJOURNMENT: 19

FUTURE CITY COUNCIL PUBLIC HEARINGS: 20

SCHEDULED REGULAR CITY COUNCIL MEETINGS: 20

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

SCHEDULED SPECIAL CITY COUNCIL MEETINGS: 20

Tuesday, May 28, 2013 at 6:00 PM Joint Meeting with Troy School District.....	20
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INVOCATION: Assistant Pastor David Cole From Embassy Covenant Church International

PLEDGE OF ALLEGIANCE: Tiger Cubs of Cub Scout Pack 1712 from Wattles Elementary

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 #2013-05-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of _____ at the Regular City Council Meeting of May 20, 2013, due to _____.

Yes:

No:

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 The Second Grade Class From Costello Elementary Will Present: “Why Troy is a Great Community” (Introduced by: Aileen Bittner, City Clerk)

C-2 On Behalf of the City of Troy Employees’ Casual for a Cause Program For The Months of January and February 2013, Community Affairs Director Cindy Stewart Will Present a Check in the Amount of \$597 to Nancy Morrison, Executive Director, Troy Community Coalition (Introduced by: Cindy Stewart, Community Affairs Director)

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D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:

E-1 Adoption of the 2013-14 Annual City Budget and 3-Year Budget

Resolution #2013-05-
 Moved by
 Seconded by

WHEREAS, Section 8.3 of the City Charter directs the City Council to adopt a budget for the ensuing year, beginning July 1, 2013; and

WHEREAS, City Council directed City Management to also produce a three-year budget;

NOW, THEREFORE, BE IT RESOLVED, That the following listed re-appropriations, operating transfers-in, and operating revenues of the General Operating Fund are anticipated:

Taxes	\$29,663,000
Licenses and Permits	2,104,900
Federal Grants	23,000
State Grants	6,411,500
Contributions – Local	20,000
Charges for Services	6,992,300
Fines and Forfeitures	797,800
Interest and Rents	994,000
Other Revenue	891,100
Operating Transfers – In	<u>4,190,900</u>
Total Revenues and Transfers.....	<u>52,088,500</u>
Appropriation of Fund Balance	<u>1,771,300</u>

Total Revenues, Transfers and Appropriations \$53,859,800; and

BE IT FURTHER RESOLVED, That the tax rate for the General Operating Fund shall be six and fifty hundredths (6.50) mills on the 2013 taxable valuation; and

BE IT FURTHER RESOLVED, In order to meet anticipated expenditures, amounts from the following listed budgetary centers shall be appropriated from the General Operating Fund:

Building Inspection	\$ 1,617,600
Council/Executive Administration	3,522,100
Engineering	1,894,800
Finance.....	2,586,600
Fire	4,757,100
Historic Village/Nature Center	234,700
Other General Government	1,906,500
Police.....	24,113,900
Recreation	3,952,500
Streets, Drains and Parks.....	8,153,800
Operating Transfers Out.....	<u>1,120,200</u>

Total Expenditures **\$53,859,800**; and

BE IT FURTHER RESOLVED, That the following listed re-appropriations and revenues of the Capital Fund are anticipated:

Taxes.....	\$ 6,480,000
Federal Grants.....	985,000
State Grants	1,640,000
Contributions – Local.....	312,700
Charges for Services	404,000
Interest and Rents	67,200
Operating Transfer – In	<u>3,410,500</u>
Total Revenues and Transfers	<u>13,299,400</u>
Appropriation of Fund Balance.....	<u>1,653,500</u>

Total Revenues, Transfers and Appropriations **\$14,952,900**; and

BE IT FURTHER RESOLVED, That the tax rate for the Capital Fund shall be one and fifty-three hundredths (1.53) mills on the 2013 taxable valuation; and

BE IT FURTHER RESOLVED, In order to meet anticipated expenses, amounts from the following listed budgetary centers shall be appropriated from the Capital Fund:

Finance.....	\$ 129,000
Fire	580,000
Library.....	580,000
Museum.....	46,500
Transit Center.....	1,640,000
Other General Government	200,000
Police.....	520,000
Recreation	221,000
Streets, Drains and Parks	10,990,400
Operating Transfer	<u>46,000</u>

Total Expenditures..... \$14,952,900; and

BE IT FURTHER RESOLVED, That the tax rate for the Refuse Fund shall be one and nine hundredths (1.09) mills on the 2013 taxable valuation; and

BE IT FURTHER RESOLVED, That the Refuse Fund shall be appropriated \$4,490,500; and

BE IT FURTHER RESOLVED, That the tax rate for the Library Fund shall be seventy hundredths (0.70) mills on the 2013 taxable valuation; and

BE IT FURTHER RESOLVED, That the Library Fund shall be appropriated \$3,211,000; and

BE IT FURTHER RESOLVED, That there shall be a tax levy of seventy hundredths (0.70) mills on the 2013 taxable valuation for the General Debt Service Fund; and

BE IT FURTHER RESOLVED, That the General Debt Service Fund shall be appropriated \$3,107,043; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** the following budgets as shown in the 2013/14 budget document:

Major Road Fund	\$ 4,046,600
Local Road Fund	\$ 1,705,900
Community Development Block Grant Fund.....	\$ 731,100
Drug Forfeiture Fund	\$ 62,000
General Debt Fund	\$ 103,000
2000 MTF Debt Fund.....	\$ 264,050
Proposal A Debt Fund	\$ 881,268
Proposal B Debt Fund	\$ 1,376,075
Proposal C Debt Fund	\$ 746,200
Special Assessment Fund	\$ 20,500
Water Supply System	\$18,985,900
Sanitary Sewer Fund	\$14,247,800
Aquatic Center Fund.....	\$ 628,800
Sylvan Glen Golf Course Fund	\$ 1,288,000
Sanctuary Lake Golf Course Fund.....	\$ 1,860,500
Building Operations	\$ 1,055,900
Information Technology Fund	\$ 1,805,300
Fleet Maintenance Fund	\$ 5,014,100
Workers' Compensation Fund	\$ 300,000
Compensated Absences Fund	\$ 3,631,000
Unemployment Insurance Fund.....	\$ 300,000; and

BE IT FURTHER RESOLVED, That the three-year budget (2014/15 – 2015/16) for the General Fund, Refuse Fund, Library Fund, General Debt Service Fund and Capital Operating Fund be approved based on the following revenues and expenditures:

General Fund Operating	<u>2014/15</u>	<u>2015/16</u>
------------------------	----------------	----------------

Taxes.....	\$29,775,000.....	\$30,094,000
Licenses and Permits	1,984,200.....	2,056,200
Federal Grants.....	23,000.....	4,000
State Grants	6,412,000.....	6,412,500
Contributions – Local.....	20,000.....	20,000
Charges for Services	7,032,800.....	7,071,800
Fines and Forfeitures.....	797,800.....	797,800
Interest and Rents	994,600.....	994,600
Other Revenue	900,300.....	913,200
Operating Transfers – In.....	4,178,300.....	4,241,000
Total Revenues & Transfers	52,118,000.....	52,605,100
Appropriation of Fund Balance	<u>740,600.....</u>	<u>1,292,500</u>

Total Revenue, Transfers and Appropriations \$52,858,600..... \$53,897,600; and

BE IT FURTHER RESOLVED, That the tax rate for the General Operating fund shall be six and fifty hundredths (6.50) mills on the 2014 and 2015 taxable valuation; and

BE IT FURTHER RESOLVED, That in order to meet anticipated expenditures, amounts from the following listed budgetary centers shall be appropriated from the General Operating Fund:

	<u>2014/15</u>	<u>2015/16</u>
Building Inspection	\$ 1,332,400.....	\$ 1,383,900
Council/Executive Admin.....	3,553,600.....	3,625,100
Engineering	1,933,400.....	1,982,200
Finance.....	2,492,300.....	2,481,200
Fire	4,775,400.....	4,831,900
Historic Village/Nature Center	109,800.....	111,000
Other General Government	1,959,800.....	1,996,400
Police.....	24,448,200.....	25,061,500
Recreation	3,992,000.....	4,035,000
Streets, Drains and Parks.....	<u>8,261,700.....</u>	<u>8,389,400</u>
Total Expenditures	<u>\$52,858,600.....</u>	<u>\$53,897,600</u> ; and

BE IT FURTHER RESOLVED, That the following listed revenues and appropriation fund balance of the Capital Fund are anticipated:

	<u>2014/15</u>	<u>2015/16</u>
Taxes.....	\$ 6,500,000.....	\$ 6,555,000
Federal Grants.....	0.....	1,400,000
State Grants	100,000.....	0
Contributions - Local.....	200,000.....	200,000
Charges for Services	404,000.....	404,000
Interest and Rents	67,200.....	67,200
Operating Transfer-In	<u>2,179,000.....</u>	<u>2,067,000</u>
Total Revenues and Transfers	9,450,200.....	10,693,200
Appropriation of Fund Balance	<u>873,605.....</u>	<u>1,488,068</u>

Total Revenues, Transfers and Appropriations .. \$10,323,805\$12,181,268; and

BE IT FURTHER RESOLVED, That the tax rate for the Capital Fund shall be one and fifty-three hundredths (1.53) mills on the 2014 and 2015 taxable valuation; and

BE IT FURTHER RESOLVED, That in order to meet anticipated expenditures, amounts from the following listed budgetary centers shall be appropriated from the Capital Fund:

	<u>2014/15</u>	<u>2015/16</u>
Finance	\$ 129,000	\$ 100,000
Fire.....	60,000	168,000
Historic Village/Nature Center.....	38,500	22,400
Library.....	574,000	542,000
Other General Government	285,000	200,000
Police	339,500	350,000
Recreation	247,500	603,000
Streets, Drains and Parks.....	8,632,805	10,135,868
Operating Transfer-Out.....	<u>17,500</u>	<u>60,000</u>

Total Expenditures..... \$10,323,805\$12,181,268; and

BE IT FURTHER RESOLVED, That the tax rate for the Refuse Fund shall be one and fourteen hundredths (1.14) mills on the 2014 taxable valuation and the 2015 taxable valuation; and

BE IT FURTHER RESOLVED, That the Refuse Fund shall be appropriated \$4,623,180 in 2014/15 and \$4,759,000 in 2015/16; and

BE IT FURTHER RESOLVED, That the tax rate for the Library Fund shall be seventy hundredths (0.70) mills on the 2014 taxable valuation and the 2015 taxable valuation; and

BE IT FURTHER RESOLVED, That the Library Fund shall be appropriated \$3,227,000 in 2014/15 and \$3,251,000 in 2015/16; and

BE IT FURTHER RESOLVED, That there shall be a tax levy of seventy hundredths (0.70) mills on the 2014 and 2015 taxable valuation for the General Debt Service Fund.

BE IT FINALLY RESOLVED, That the General Debt Service Fund shall be appropriated \$3,132,449 in 2014/15 and \$3,113,312 in 2015/16.

Yes:
No:

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 - None; b) City Council Appointments – None

a) **Mayoral Appointments - None**

b) **City Council Appointments - None**

I-2 Board and Committee Nominations: a) Mayoral Nominations – None; b) City Council Nominations – Liquor Advisory Committee, Traffic Committee, Zoning Board of Appeals

a) **Mayoral Nominations - None**

b) **City Council Nominations**

Resolution #2013-05-

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:

Liquor Advisory Committee

Appointed by Council

7 Regular Members

3 Year Term

Current Members:

Last Name	First Name	App Resume Expire	Appointment Expire	Notes 1
Ehlert	Max K.	11/15/2013	1/31/2015	
Godlewski	W. Stan	12/14/2012	1/31/2014	Requests Reappointment
Hall	Patrick	12/12/2014	1/31/2016	
Kaltsounis	Andrew	12/13/2014	1/31/2016	
Oberski	Jeff			
Pappas	Jesse	6/5/2014	7/31/2013	Student Rep.
Payne	Timothy P.	2/8/2014	1/31/2015	
Scherlinck	Eun Joo Andrea	6/11/2014	7/31/2013	Student Rep.
Ukraineec	Bohdan	12/23/2012	1/31/2014	
Vacancy			1/31/2015	David Ogg Resigned

Nominations to the Liquor Advisory Committee:

Term Expires: 01/31/2015

Term currently held by: Vacancy – David Ogg Resigned

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 2
Binkowski	Matthew	5/7/2015	
Boudon	Frank	5/15/2015	Student Rep. Applicant

Traffic Committee

Appointed by Council
7 Regular Members
3 Year Term

Current Members:

Last Name	First Name	App Resume Expire	Appointment Expire	Notes 1	Notes 2
Binkowski	Sarah	1/16/2015	1/31/2016		
Halsey	Lawrence Ted	11/29/2013	1/31/2015		
Huotari	William			Ex-Officio Member	
Kilmer	Richard A.	12/23/2012	1/31/2014		
Mayer	Gary			Ex-Officio Member	

Nelson	William			Ex-Officio Member	
Petrulis	Al	6/11/2014	1/31/2014		ACAB exp 9/30/2015
Popovic	Stevan	5/29/2014	1/31/2016		
Vacancy			1/31/2015		David Ogg Resigned
Ziegenfelder	Peter F.	12/14/2012	1/31/2014		

Nominations to the Traffic Committee:**Term Expires: 01/31/2015**

Term currently held by: Vacancy - David Ogg Resigned

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 2
Apahidean	Olimpiu (Ollie)	3/14/2014	
Chambers	Barbara A.	4/30/2014	Historic Dist exp 3/1/2014; Hist Dist Study-Ad Hoc
McGee	Timothy S.	8/13/2014	

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 1	Notes 2
Bloomingtondale	Bruce	1/20/2014	4/30/2015		Hist Dist Study: Ad Hoc
Clark	Glenn	5/31/2014	4/30/2015		
Courtney	Kenneth	2/25/2015	4/30/2016		
Eisenbacher	David	11/14/2013	4/30/2016		
Kaltsounis	Orestis Rusty	3/5/2015	1/31/2015	<i>Alternate</i>	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	(PC Rep)	
Lambert	Dave	1/8/2015	4/30/2014		Requests Reappointment
Vacancy			1/31/2015	<i>Alternate</i>	

Nominations to the Zoning Board of Appeals:

Term Expires: 01/31/2015

(Alternate)

Term currently held by: Vacancy–David Eisenbacher Resigned

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 2
Binkowski	Matthew	5/7/2015	
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	

Yes:

No:

I-3 Request For Closed Session

Suggested Resolution

Resolution #2013-05-

Moved by

Seconded by

BE IT RESOLVED, That Troy City Council **SHALL MEET** in Closed Session, as permitted by MCL15.268 (c), (e) and (h) – Grand Sakwa v City of Troy and MCL 15.243 (g).

Yes:

No:

I-4 Budget Amendment No. 3 (Introduced by: Thomas Darling, Director of Financial Services)

Suggested Resolution

Resolution #2013-05-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **APPROVES** 2012-13 Budget Amendment No. 3 as submitted, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:

No:

I-5 Approval of the Troy Brownfield Redevelopment Authority (BRA) Proposed Fiscal Year 2013-14 Budget (Introduced by: Thomas Darling, Director of Financial Services)

Suggested Resolution

Resolution #2013-05-

Moved by

Seconded by

WHEREAS, The Troy Brownfield Redevelopment Authority has adopted and recommends that City Council approve its proposed fiscal year 2013/14 budget.

THEREFORE BE IT RESOLVED, That Troy City Council hereby **APPROVES** the Troy Brownfield Redevelopment Authority's annual budget for fiscal year July 1, 2013 through June 30, 2014.

Yes:

No:

I-6 Approval of the Troy Local Development Finance Authority (LDFA) Proposed Fiscal Year 2013-14 Budget (Introduced by: Thomas Darling, Director of Financial Services)

Suggested Resolution

Resolution #2013-05-

Moved by

Seconded by

WHEREAS, The Troy Local Development Finance Authority has adopted and recommends that City Council approve its proposed fiscal year 2013/14 budget.

THEREFORE BE IT RESOLVED, That Troy City Council hereby **APPROVES** the Troy Local Development Finance Authority's annual budget for fiscal year July 1, 2013 through June 30, 2014.

Yes:

No:

I-7 Approval of the Troy Downtown Development Authority's Proposed Fiscal Year 2013-14 Budget (Introduced by: Thomas Darling, Director of Financial Services)

Suggested Resolution

Resolution #2013-05-

Moved by

Seconded by

WHEREAS, The Troy Downtown Development Authority has adopted and recommends that City Council approve its proposed fiscal year 2013/14 budget.

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the Troy Downtown Development Authority’s annual budget for fiscal year July 1, 2013 through June 30, 2014.

Yes:
No:

I-8 Special Assessment District Paving of Troywood (*Introduced by: Nino Licari, City Assessor*)

(a) Standard Resolution #1

Suggested Resolution
Resolution #2013-05-
Moved by
Seconded by

RESOLVED, That Troy City Council hereby **ADOPTS** Standard Resolution #1 to direct the preparation of plans and costs estimates for the Special Assessment to pay all or part of the cost of Asphalt Paving of Troywood, in Section 22, Project No.12.201.1, all pursuant to Sections 1.1 and 1.2 of Chapter 5 of the Code of the City of Troy.

Yes:
No:

(b) Standard Resolution #2

Suggested Resolution
Resolution #2013-05-
Moved by
Seconded by

RESOLVED, That Troy City Council hereby **ADOPTS** Standard Resolution #2 to approve plans and cost estimates for a Special Assessment to pay all or part of the cost of Asphalt Paving of Troywood, in Section 22, Project No. 12.201.1, all pursuant to Sections 1.1 and 1.2 of Chapter 5 of the Code of the City of Troy

Total Estimated Cost	\$60,100.00
Assessment	20,500.00
City's Share	39,600.00

BE IT FURTHER RESOLVED, That the City Assessor is hereby **ORDERED** and **DIRECTED** to prepare a Special Assessment Roll in accordance with Chapter 5 of the Code of the City of Troy.

Yes:
No:

c) Standard Resolution #3Suggested Resolution

Resolution #2013-05-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **ADOPTS** Standard Resolution #3 to set a Public Hearing date on the Special Assessment roll for Asphalt Paving of Troywood, in Section 22, Project No. 12.201.1, all pursuant to Chapter 5 of the Code of the City of Troy, with said Public Hearing to be established for June 17, 2013.

Yes:

No:

I-9 Approval of Easement and License Agreements with Grand Trunk Western Railroad Company (CN) for the Troy Multi-Modal Transit Facility (*Introduced by: Steve Vandette, City Engineer*)Suggested Resolution

Resolution #2013-05-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **APPROVES** an Easement Agreement between Grand Trunk Western Railroad Company and the City of Troy for a permanent non-exclusive easement for the Troy Multi-Modal Transit Facility platform and west elevator/bridge support tower, which are wholly located within the Railroad Company's right of way.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a License Agreement between Grand Trunk Western Railroad Company and the City of Troy to construct and operate a pedestrian bridge 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 documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:

No:

I-10 Amendment to Chapter 20 and Proposed Water Connection Fees (*Introduced by: Tim Richnak, DPW Director*)Suggested Resolution

Resolution #2013-05-

Moved by

Seconded by

RESOLUTION A – APPROVING PROPOSED WATER CONNECTION FEES

RESOLVED, That Troy City Council hereby **APPROVES** the following revisions to the Water Connection Fees as recommended by City Management, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, and said fee revision shall be effective July 1, 2013:

Water Tap/Connect Fees	Current	Proposed	Increase
3/4" Service (5/8" MTR) Existing Svc Only	\$278.21	\$284.73	\$6.52
1" Service (3/4" MTR)	\$1,605.00	\$1,793.35	\$188.35
1-1/2" Service (1" MTR)	\$2,021.14	\$2,124.73	\$103.59
2" Service (1-1/2" MTR)	\$2,528.78	\$2,924.80	\$396.02
2" Lawn Sprinkler (2D MTR)	\$2,552.92	\$3,004.15	\$451.23
3" Service (2" MTR) *	\$1,139.04	\$1,601.55	\$462.51
4" Service (3" MTR) *	\$1,395.46	\$1,955.40	\$559.94
6" Service (4" MTR) *	\$2,026.46	\$2,735.55	\$709.09
8" Service (6 MTR) *	\$120.00 + MTR Cost	\$3,449.45	

*CONTRACTOR PERFORMS TAP

RESOLUTION B – AMENDMENT TO CHAPTER 20 OF CITY ORDINANCE

RESOLVED, That the amendment to Section 6 of Chapter 20 – *Water and Sewer Rates* of the Troy City Code, is hereby **ADOPTED** as recommended by City Administration, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:

No:

I-11 Proposed Agreement with Ice Lounge – 5903 John R (*Introduced by: Lori Bluhm, City Attorney*)

Suggested Resolution

Resolution #2013-05-

Moved by

Seconded by

RESOLVED, That the Agreement concerning Ice Lounge, 5903 John R Road, between the City of Troy and Aysin & Assen, Inc., is hereby **APPROVED**; the Mayor and City Clerk are **AUTHORIZED** to execute the document, and a copy shall be **ATTACHED** to the original Minutes of this meeting.

Yes:

No:

I-12 Publically Funded Health Insurance Contributions Act (Public Act 152 of 2011)Suggested Resolution

Resolution #2013-05-

Moved by

Seconded by

WHEREAS, Public Act 152 of 2011 allows for a Local Unit Opt Out option, which will not adversely affect the City of Troy's payments from the Economic Vitality Incentive Program;

BE IT RESOLVED, That Troy City Council hereby **SELECTS** the Local Unit Opt Out option, but with the added feature to incentivize employees to migrate to the Community Blue Plan; and

BE IT FURTHER RESOLVED, That, if after 6 months, at least 80% of the employees have not migrated to the Community Blue Plan, Troy City Council hereby **DIRECTS** City Administration to implement the Hard Cap Option and begin discussions for years 2 and 3, based on that experience and what is happening in the insurance industry.

Yes:

No:

J. CONSENT AGENDA:**J-1a Approval of "J" Items NOT Removed for Discussion**Suggested Resolution

Resolution #2013-05-

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 #2013-05-

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

- a) City Council Regular Meeting Minutes – May 13, 2013

J-3 No Proposed City of Troy Proclamations

J-4 Standard Purchasing Resolutions:**a) Standard Purchasing Resolution 3: Exercise Second-Year Renewal Option – Concrete Pavement Repair**

Suggested Resolution
Resolution #2013-05-

WHEREAS, On July 25, 2011, Troy City Council approved a contract to complete the concrete pavement repair program for fiscal year 2011/2012 with an option to renew for two (2) additional one (1) year periods to the low total bidder, Dilisio Contracting Inc. of Clinton Township, MI, at unit prices listed in the bid tabulation opened July 7, 2011 (Resolution #2011-07-181 Item J-4a); and

WHEREAS, On May 14, 2012, Dilisio Contracting offered and the Troy City Council exercised and approved the first-year option to renew the contract for the 2012/2013 fiscal year under the same prices, terms and conditions, which included costs of a two-year maintenance bond and overtime incurred by the City for inspections (Resolution #2012-05-115-J4c); and

WHEREAS, Dilisio Contracting has expressed an interest in renewing its contract for a second-year under the same prices, terms, and conditions;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **DEEMS** it to be in the City's best interest to **EXERCISE** and **APPROVE** the second one-year renewal period for concrete pavement repair with Dilisio Contracting Inc. of Clinton Township, MI, at unit prices contained in the original bid tabulation opened July 7, 2011, not to exceed amounts budgeted expiring June 30, 2014.

b) Standard Purchasing Resolution 1: Award to Low Bidder – Contract 13-4 Three Oaks Mill and HMA Overlay

Suggested Resolution
Resolution #2013-05-

RESOLVED, That Troy City Council hereby **AWARDS** Contract No. 13-4, Three Oaks Mill & HMA Overlay, to Florence Cement Company, 12585 23 Mile Road, Shelby Township, MI 48315 for their low bid amount of \$159,434.00.

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

c) Standard Purchasing Resolution 1: Award to Low Bidder – Contract 13-3 Aquatic Habitat Restoration Project

Suggested Resolution

Resolution #2013-05-

RESOLVED, That Troy City Council hereby **AWARDS** Contract No. 13-3, Aquatic Habitat Restoration Project, to TSP Environmental, 12641 Stark Rd Livonia, MI 48150 for their low bid amount of \$1,569,927.

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.

J-5 Private Agreement – Contract for Installation of Municipal Improvements – Oakland Mall Outlot CSuggested Resolution

Resolution #2013-05-

RESOLVED, That the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and UrbanOak Oakland II, LLC, a Delaware limited liability company, by Urban Retail Properties, LLC, is hereby **APPROVED** for the installation of sanitary sewer, storm sewer, water main, sidewalks, soil erosion and landscaping, 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.

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:****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) Retiree Health Care Benefits Plan & Trust-Final – January 9, 2013
 - b) Employees’ Retirement System Board of Trustees-Final – March 13, 2013
 - c) Employees’ Retirement System Board of Trustees-Draft – April 10, 2013
 - d) Retiree Health Care Benefits Plan & Trust-Draft – April 10, 2013
 - e) Planning Commission Special/Study-Draft – April 23, 2013
 - f) Employees’ Retirement System Board of Trustees-Draft – May 8, 2013
-

O-2 Department Reports: None Submitted

O-3 Letters of Appreciation

- a) To Cathy Russ From Mike Auerbach, Gleaners Community Food Bank
-

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

P. STUDY ITEMS:

P-1 No Study Items

Q. CLOSED SESSION:

Q-1 Closed Session

R. ADJOURNMENT:

Respectfully submitted,



Brian Kischnick, City Manager

FUTURE CITY COUNCIL PUBLIC HEARINGS:

SCHEDULED REGULAR CITY COUNCIL MEETINGS:

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:

Tuesday, May 28, 2013 at 6:00 PM..... Joint Meeting with Troy School District

**PROCLAMATION
CELEBRATING 75 YEARS
THE ROBERT ALLEN GROUP**

WHEREAS, 2013 marks a milestone in the history of **The Robert Allen Group**. The company was founded 75 years ago by the Weissman Family in 1938 as The American Textile Company, selling mattress ticking fabrics and then introducing woven upholstery fabric for purchase by upholsterers and furniture manufacturers; and

WHEREAS, The company expanded their distribution and in the late 1960's the company segmented each of the distinctive lines into brands: Ametex Fabrics; American Textiles and Robert Allen; and

WHEREAS, In 1980 the first corporate **Robert Allen Showroom** opened in the Boston Design Center, which grew over the years to incorporate showrooms throughout the USA – (New York, Long Island, Boston, Washington DC, Philadelphia, Atlanta, **Troy**, Chicago, Houston, Dallas, Las Vegas, San Francisco, Los Angeles) along with three in Canada, one in the UK as well as representation in Paris, and Dubai; and

WHEREAS, In 1983 **Robert Allen** introduced its first set of Color Library fabric books to the design industry. These color books became the staple in most designer's libraries; and

WHEREAS, **The Robert Allen Group** prides itself on having brought color into interiors over the past 75 years and they were thinking of additional ways to "Spread Color" into their communities since they draw so much inspiration from the natural world and the beautiful and gorgeous colors that occur within it naturally; and

WHEREAS, **The Robert Allen Group** generously donated the funds to plant a field of wildflowers within the Civic Center complex. Staff from the **Robert Allen Troy Showroom** have volunteered to plant the seeds when spring arrives in Troy;

NOW, THEREFORE, BE IT RESOLVED That the Troy City Council does hereby congratulate **The Robert Allen Group on its 75th Anniversary** and extends our sincere thanks for bringing joy and color to our community through their gift of a field of perennial wildflowers to the City of Troy;

BE IT FURTHER RESOLVED, That the City Council joins the citizens of this community in appreciation and celebration of **The Robert Allen Group's 75th Anniversary** and their gift of color to Troy.

Presented this 15th day of April 2013.



CITY COUNCIL AGENDA ITEM

May 15, 2012

TO: Brian Kischnick, City Manager

FROM: Thomas Darling, Acting Director of Finance & Administrative Services

SUBJECT: Adoption of the 2013/14 Annual City Budget and 3-Year Budget

Attached is a resolution to formally adopt both the 2013/14 annual City budget and the 3-year budget, per discussions at special City Council meetings on April 22, April 24, 2013.

The budget resolution reflects a total millage rate of 10.48 in 2012/13, 10.57 in 2013/14 and 10.62 in 2014/15. Final millage rate requirements can be summarized as follows:

	<u>2013/14</u>	<u>2014/15</u>	<u>2015/16</u>
General Operating	6.50	6.50	6.50
Capital	1.53	1.53	1.53
Refuse	1.09	1.14	1.14
Library	0.70	0.70	0.70
Debt	<u>0.70</u>	<u>0.70</u>	<u>0.70</u>
Total Millage Rate	<u>10.52</u>	<u>10.57</u>	<u>10.57</u>

**CITY OF TROY RECONCILIATION DRAFT TO FINAL BUDGET
FISCAL YEARS 2014 THROUGH 2016**

	<u>2014</u>	<u>2015</u>	<u>2016</u>
All Funds			
Revenues		N/A	N/A
Total Revenue per Draft	\$ 130,436,193		
L DFA Contribution to Capital		52,700	
Transfer to Capital from General Fund		<u>1,000,000</u>	
Total All Funds Revenue per Final		<u>131,488,893</u>	



CITY COUNCIL AGENDA ITEM

	2014	2015	2016
Expenditures			
Total Expenditures per Draft	\$ 136,192,336	Page 23	
VFIP additional contribution	78,500		
DDA contribution	120,200		
Planning Commission Training/Ed.	3,500		
Adjust Historic Village contribution	(25,000)		
Transfer from General Fund to Capital	1,000,000		
Capital Outlay for I75/Crooks Interchange	500,000		
Capital Outlay for Square Lake Project	500,000		
Capital Outlay LDFA Concrete/Slab	52,700		
Capital Outlay Carryover for MDC Equip.	150,000		
Total Expenditures per Final	\$ 138,572,236		

General Fund

Expenditures				
Total Expenditures per Draft	\$ 52,682,600	Page 29	52,926,600	53,965,600
VFIP additional contribution	78,500		78,500	78,500
DDA contribution	120,200		-	-
Planning Commission Training/Ed.	3,500		3,500	3,500
Adjust Historic Village Contribution	(25,000)		(100,000)	(100,000)
Adjust Nature Center Contribution			(50,000)	(50,000)
Transfer from General Fund to Capital	1,000,000		-	-
Total Expenditures per Final	53,859,800		52,858,600	53,897,600



CITY COUNCIL AGENDA ITEM

	2014		2015	2016
Change in Surplus (Use)	(1,177,200)		68,000	68,000
Prior Year(s) Change in Surplus (Use)			(1,177,200)	(1,109,200)
		Page		
Ending Fund Balance Per Draft	34,201,966	29	33,393,366	32,032,866
Ending Fund Balance Per Final	\$ 33,024,766		\$ 32,284,166	\$ 30,991,666
 Capital Projects Fund				
Revenues				
		Page		
Total Revenues per Draft	\$ 12,246,700	179	9,450,200	10,693,200
L DFA Contribution to Capital	52,700		-	-
Transfer to Capital from General Fund	1,000,000		-	-
Total Revenues per Final	13,299,400		9,450,200	10,693,200
 Expenditures				
		Page		
Total Expenditures per Draft	13,750,200	181	10,823,805	12,181,268
Capital Outlay for I75/Crooks Interchange	500,000		-	-
Capital Outlay for Square Lake Project	500,000		(500,000)	-
Capital Outlay L DFA Concrete/Slab	52,700		-	-
Capital Outlay Carryover for MDC Equip.	150,000		-	-
Total Expenditures per Final	14,952,900		10,323,805	12,181,268
 Change in Surplus (Use)	 (150,000)		 500,000	 -
Prior Years(s) Change in Surplus (Use)	-		(150,000)	350,000
		Page		
Ending Fund Balance Per Draft	9,307,808	181	7,934,203	6,446,135
Ending Fund Balance Per Final	\$ 9,157,808		\$ 8,284,203	\$ 6,796,135



CITY COUNCIL AGENDA ITEM

Date: May 14, 2013

To: Brian Kischnick, City Manager

From: Thomas Darling, Director of Financial Services

Subject: Budget Amendment #3 - (Introduced by: Thomas Darling, Director of Financial Services)

History

City Management continuously reviews all funds and functions within those funds to determine progress to date, identify potential financial issues and, if necessary, recommend budget amendments if warranted.

The budget amendments will keep us in compliance with P.A. 621 of 1978 Uniform Budgeting Act, which calls for budgets to be amended when necessary.

In addition, budget amendments may be the result upon completion of the projection and budget process and the results of analysis and City Council consensus.

Financial

The amendments will provide the necessary funding in the 2012-13 Budget to meet compliance requirements with P.A. 621 of 1978 in the Building Inspections Department.

The amendments will mirror City Council consensus related to the Capital Projects Fund.

The amendments will recognize City policy that capital expenditures in excess of \$5,000 be expended through the Capital Projects fund.

Recommendation

It is requested that City Council approve Budget Amendment No. 3 as recommended by City Management.

Budget Amendment #3

General Fund

- Increase both Building Inspection revenues by \$526,000 and Building Inspection Contracted Services – Safebuilt by \$526,000. Net effect to General Fund Balance zero. These increases



CITY COUNCIL AGENDA ITEM

to both revenue and expenditures are to recognize the significant increase in building permits and the associated contractor fees.

- Increase budgeted transfers out to Capital Projects Fund by \$25,000 and reduce Police building repairs and maintenance by \$25,000. Net effect to General Fund Balance is zero. This reclassification between expenditure lines recognize the City policy to expend capital expenditures in excess of \$5,000 through the Capital Projects fund.
- Increase budgeted transfers out to Capital Projects Fund by \$1,000,000. Net effect to the General Fund balance is a decrease of \$1,000,000. This budgeted increase is to reflect City Council consensus to increase funding to the Capital Projects fund for infrastructure improvements.

Capital Projects Fund

- Increase Transfer In revenues by \$25,000 and Police Building Improvement expenditures by \$25,000. Net effect to Capital Projects Fund Balance is zero. This transfer in and related expenditure recognizes the City policy to expend capital improvements over \$5,000 from the Capital Projects fund.
- Increase Transfer in revenues by \$1,000,000. Net effect to Capital Projects Fund Balance is an increase of \$1,000,000. This budgeted increase is to reflect City Council consensus to increase funding to the Capital Projects fund for infrastructure improvements.



CITY COUNCIL AGENDA ITEM

April 19, 2013

TO: The Honorable Mayor and City Council Members

FROM: Brian Kischnick, City Manager
Mark F. Miller, Director of Economic and Community Development
Tom Darling, Director of Financial Services
Glenn Lapin, Economic Development Specialist

SUBJECT: Approval of the Troy Brownfield Redevelopment Authority (BRA) Proposed Fiscal Year 2013/14 Budget

The Troy Brownfield Redevelopment Authority (BRA) recommended approval of its proposed 2013/14 budget at the April 16, 2013 BRA meeting. City management recommends that City Council approve the BRA's proposed 2013/14 budget.

**CITY OF TROY
BROWNFIELD REDEVELOPMENT AUTHORITY
2013 - 2014
PROPOSED BUDGET**

	FY 2013		FY 2014
	Budget	Est'd Actual	Budget
OPERATING BUDGET:			
REVENUE			
Property Tax Captured	\$ 3,240	\$ 3,240	\$ 2,735
Investment Income	3,500	2,800	2,500
Appropriation of Fund Balance	25,300	24,000	1,800
TOTAL REVENUE	32,040	30,040	7,035
EXPENDITURES			
Payment to TCF Bank	3,240	3,240	2,735
Administrative Services	25,000	25,000	2,500
Audit Fee	1,800	1,800	1,800
Tax Refunds	2,000	-	-
TOTAL EXPENDITURES	32,040	30,040	7,035
EXCESS REVENUES OVER (UNDER) EXPENDITURES	\$ -	\$ -	\$ -
FUND BALANCE:			
FUND BALANCE - Beginning	\$ 764,811	\$ 764,811	\$ 740,811
Increase (decrease)	(25,300)	(24,000)	(1,800)
FUND BALANCE - Ending	\$ 739,511	\$ 740,811	\$ 739,011
Restricted for revolving loans	549,558	551,558	551,558
Unassigned	189,953	189,253	187,453
FUND BALANCE - Ending	\$ 739,511	\$ 740,811	\$ 739,011

**CAPTURED TAXABLE VALUE
2013 - 2014**

	Base Taxable Value	2013 Taxable Value	2013 Captured Taxable Value
Commercial Real Non-H - TROY	197,940	334,880	136,940
Total Troy	197,940	334,880	136,940
Grand Total	197,940	334,880	136,940

Millage Rates	County	City - Debt	Community College	OCPTA	ISD	Total
CR Non T	4.6461	9.7800	1.5844	0.5900	3.3690	19.9695

Captured Tax Yield	Total Captured Taxable Value	Total Captured Mills	Total Captured Taxes
Commercial Real Non-H - TROY	136,940	19.9695	2,735
Total Troy	136,940	19.9695	2,735
Grand Total	136,940	19.9695	2,735



CITY COUNCIL AGENDA ITEM

April 22, 2013

TO: The Honorable Mayor and City Council Members

FROM: Brian Kischnick, City Manager
Mark F. Miller, Director of Economic and Community Development
Tom Darling, Director of Finance Services
Glenn Lapin, Economic Development Specialist

SUBJECT: Approval of the Troy Local Development Finance Authority (LDFA) Proposed Fiscal Year 2013/14 Budget

The Troy Local Development Finance Authority (LDFA) recommended approval of their proposed 2013/14 budget at their April 22, 2013 meeting. City Management recommends that City Council approve the LDFA's proposed 2013/14 budget.

**CITY OF TROY
LOCAL DEVELOPMENT FINANCE AUTHORITY
2013 - 2014
PROPOSED BUDGET**

	FY 2013		FY 2014
	Budget	Est'd Actual	Budget
OPERATING BUDGET:			
REVENUE			
Property Tax Captured	\$ 139,004	\$ 153,932	\$ 131,656
Investment Income	1,446	640	640
TOTAL REVENUE	140,450	154,572	132,296
EXPENDITURES			
Automation Alley - Operations	83,403	92,359	60,000
Infrastructure	-	-	52,662
Administrative Services	50,000	50,000	5,000
Marketing Costs	15,000	15,000	15,000
Audit Fee	1,950	1,950	1,950
Tax Refunds	2,000	-	-
Other	-	575	575
TOTAL EXPENDITURES	152,353	159,884	135,187
EXCESS REVENUES OVER (UNDER) EXPENDITURES	\$ (11,903)	\$ (5,312)	\$ (2,891)
FUND BALANCE:			
FUND BALANCE - Beginning	\$ 88,249	\$ 88,011	\$ 82,699
Increase (Decrease)	(11,903)	(5,312)	(2,891)
FUND BALANCE - Ending	\$ 76,346	\$ 82,699	\$ 79,808

**CAPTURED TAXABLE VALUE
2013 - 2014**

	Base Taxable Value	2013 Taxable Value	2013 Captured Taxable Value
Commercial Personal PRE	1,431,000	2,266,980	835,980
Industrial Personal PRE	0	5,153,140	5,153,140
Real Non-H	13,016,380	13,126,260	109,880
Total Taxable Values	14,447,380	20,546,380	6,099,000

Millage Rates	County	City - Debt	OCPTA	* 1/2 (School Op - 12)	1/2 (ISD)	Community College	Hold Harmless	Total
CP PRE	4.6461	9.7800	0.5900	3.0000	1.6845	1.5844	2.7782	24.0632
IP PRE	4.6461	9.7800	0.5900	0.0000	1.6845	1.5844	2.7782	21.0632
IR Non H	4.6461	9.7800	0.5900	9.0000	1.6845	1.5844	0.0000	27.2850

* 1/2 School Operating minus 12 mills only for Comm Personal Property, Real is 1/2 School Operating

Captured Tax Yield	Total Captured Taxable Value	Total Captured Mills	Total Captured Taxes
Commercial Personal PRE	835,980	24.0632	20,116
Industrial Personal PRE	5,153,140	21.0632	108,541
Industrial Real Non-H	109,880	27.2850	2,998
Total	6,099,000		131,656



CITY COUNCIL AGENDA ITEM

Date: May 15, 2012

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic and Community Development
Thomas Darling, Acting Director of Finance & Administration

Subject: Approval of the Troy Downtown Development Authority's Proposed Fiscal Year 2013/14 Budget

The Downtown Development Authority (DDA) approved their proposed 2013/14 budget at the May 15, 2013 DDA meeting.

The City-captured tax rate of 10.52 mills, Oakland County 4.65 mills and Oakland County Community College. 1.58 mills was used in determining the DDA property tax revenue, based on a captured taxable value of \$12,899,118.

The DDA's proposed fiscal year 2013/14 budget is hereby submitted to City Council for their approval.



City of
Troy



Members

Dennis Bostick

David R. Hay

Arkan Jonna

Laurence G. Keisling

Alan M. Kiriluk, **Chairman**

P. Terry Knight

Daniel MacLeish

Albert Papa

Ward Randol, Jr.

Ernest C. Reschke

Douglas J. Schroeder

Earle Van Dyke

Dane Slater

Executive Director

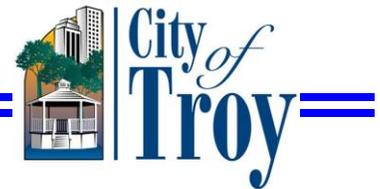
Mark F. Miller

Secretary/Treasurer

Thomas Darling

2013/14 Budget

Troy Downtown Development Authority

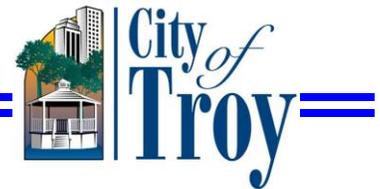


Introduction

In order to prevent further deterioration and to encourage economic development of the Downtown District, the City of Troy established the Downtown Development Authority of the City of Troy (the DDA) pursuant to Act 197 of 1975 (Act 197) and an Ordinance adopted by the City Council of the City of Troy on July 12, 1993, and amended on September 28, 1998, February 7, 2000, August 5, 2002, December 16, 2002 and June 4, 2007.

The DDA has identified specific sources of funding to finance the implementation of a plan for physical improvements to the Downtown District identified in this plan as the Development Area.

The purpose of the Tax Increment Financing and Development Plan is to provide for the construction and financing of the necessary streets, sidewalks, street lighting, landscaping, parking garage and other facilities; Kmart and Civic Center projects; widening of Rochester Road and Big Beaver to improve traffic flow; provide and expand existing public facilities on the civic center site to serve the needs of the DDA businesses and the citizens of the City of Troy; to fund improvements contained in the Big Beaver Corridor Study and to carry out the objectives of the DDA so as to prevent the further deterioration of the Development Area while preserving and promoting economic growth for the benefit of all taxing units located within and benefited by the Development Area.



2013-14 Budget

Revenue

Property Taxes	\$ 216,040
Contribution from City General Fund	120,200
Investment Income	6,000
Total Revenue	<u>342,240</u>

Expenditures

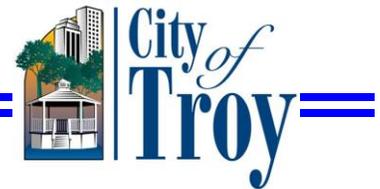
Administrative Expenses	-
Audit fees	3,070
Tax Tribunals	106,193
Street Island Maint.	-
Debt Service - Big Beaver Phase 2 & 3	1,193,088
Debt Service - MTF Bonds (Roch. Rd.)	-
Debt Service - Refund 1995 Dev. Bonds Series A	825,525
Debt Service - Community Center Series 2002	824,425
Debt Service - Community Center Jr. Lien 2003	419,832
Total Expenditures	<u>3,372,133</u>

Net Surplus (Use) of Fund Balance	(3,029,893)
Beginning Fund Balance (Estimated)	3,029,893
Ending Fund Balance	<u>\$ (0)</u>

**Captured Taxable Value
2013-14**

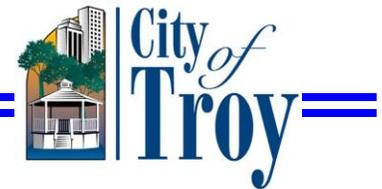
	<u>Real Taxable</u>	<u>Personal Taxable</u>	<u>Total Taxable</u>
1993 - Initial Value	342,302,000	86,976,530	429,278,530
2013/14 - Taxable Value	<u>330,627,388</u>	<u>111,550,260</u>	<u>442,177,648</u>
Captured Taxable Value	<u>(11,674,612)</u>	<u>24,573,730</u>	<u>12,899,118</u>

	<u>Oakland County</u>	<u>Oakland Comm. College</u>	<u>City of Troy</u>	<u>Total</u>
Millage Rates	\$ 4.65	\$ 1.58	\$ 10.52	\$ 16.75



Projected Use of Bond Reserves

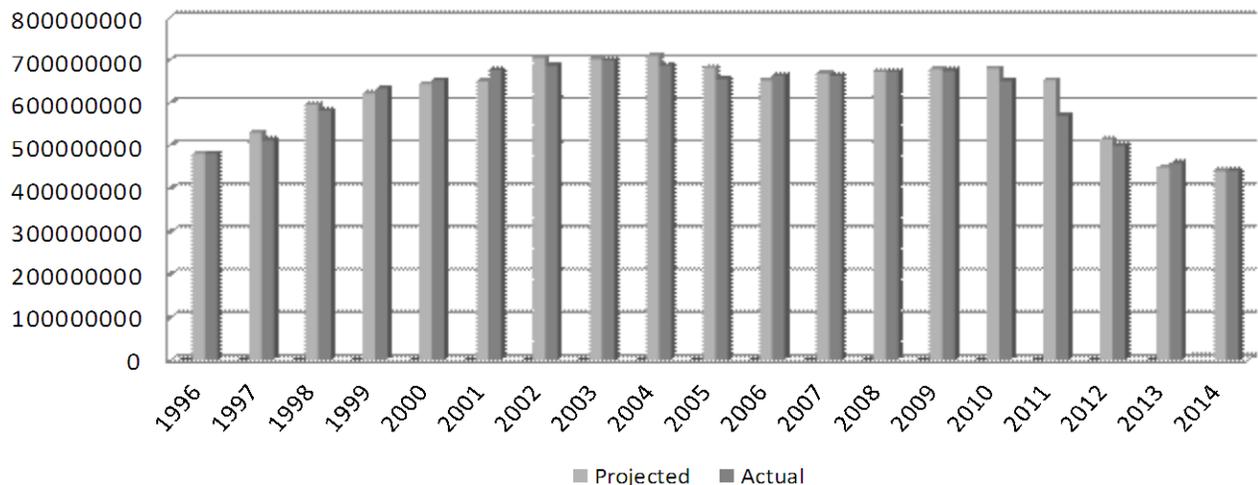
	Series 2001 Big Beaver & Series A	Series 2002 Community Center	Series 2003 Comm. Ctr. Jr. Lein	Total
Balance 6/30/2012	\$ 2,024,875	\$ 816,004	\$ 402,500	\$ 3,243,379
Payment 5/1/2013	(195,098)	(78,609)	(50,219)	(323,926)
Balance 6/30/2013	1,829,777	737,395	352,281	2,919,453
Payment 11/1/2013	(1,629,367)	(679,618)	(307,668)	(2,616,653)
Balance 11/1/2013	200,410	57,777	44,613	302,800
Payment 5/1/2014	(200,410)	(57,777)	(44,613)	(302,800)
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>



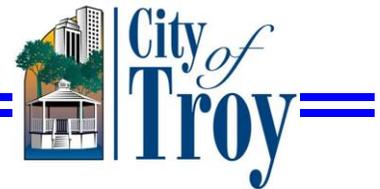
**Projected and Actual Captured Valuation
April, 2013**

Total DDA Base

Fiscal Year	Initial Valuation	Projected Valuation	Projected Captured	Actual Valuation	Actual Captured
1996	429,278,530	482,321,290	53,042,760	482,321,290	53,042,760
1997	429,278,530	531,054,797	101,776,267	513,251,790	83,973,260
1998	429,278,530	595,752,807	166,474,277	582,784,390	153,505,860
1999	429,278,530	622,051,685	192,773,155	634,117,140	204,838,610
2000	429,278,530	644,521,355	215,242,825	653,782,621	224,504,091
2001	429,278,530	650,903,679	221,625,149	677,550,840	248,272,310
2002	429,278,530	705,343,067	276,064,537	687,261,110	257,982,580
2003	429,278,530	702,063,909	272,785,379	700,292,970	271,014,440
2004	429,278,530	710,501,087	281,222,557	687,610,440	258,331,910
2005	429,278,530	682,725,921	253,447,391	656,443,260	227,164,730
2006	429,278,530	652,413,515	223,134,985	664,930,800	235,652,270
2007	429,278,530	668,894,972	239,616,442	664,121,560	234,843,030
2008	429,278,530	672,433,613	243,155,083	673,838,080	244,559,550
2009	429,278,530	679,300,371	250,021,841	675,603,180	246,324,650
2010	429,278,530	681,089,262	251,810,732	650,996,995	221,718,465
2011	429,278,530	653,644,255	224,365,725	570,194,110	140,915,580
2012	429,278,530	515,367,735	86,089,205	500,735,100	71,456,570
2013	429,278,530	450,004,446	20,725,916	459,617,310	30,338,780
2014	429,278,530	441,144,429	11,865,899	442,177,648	12,899,118



This chart displays the projected and actual taxable value of the entire Downtown Development District.



**Bond Debt Service
Development Bonds, Series 2001**

**Big Beaver Phase 2 & 3
Final Pricing**

Dated Date 07/19/2001
Delivery Date 07/19/2001

Period	Principal	Coupon	Interest	Debt Service	Annual Debt
7/19/2001					
11/1/2001	\$ 605,000	4.00%	\$ 193,848.17	\$ 798,848.17	\$ -
5/1/2002			329,985.00	329,985.00	1,128,833.17
11/1/2002	545,000	4.00%	329,985.00	874,985.00	
5/1/2003			319,085.00	319,085.00	1,194,070.00
11/1/2003	565,000	4.00%	319,085.00	884,085.00	
5/1/2004			307,785.00	307,785.00	1,191,870.00
11/1/2004	590,000	4.00%	307,785.00	897,785.00	
5/1/2005			295,985.00	295,985.00	1,193,770.00
11/1/2005	615,000	4.00%	295,985.00	910,985.00	
5/1/2006			283,685.00	283,685.00	1,194,670.00
11/1/2006	640,000	5.00%	283,685.00	923,685.00	
5/1/2007			267,685.00	267,685.00	1,191,370.00
11/1/2007	670,000	4.00%	267,685.00	937,685.00	
5/1/2008			254,285.00	254,285.00	1,191,970.00
11/1/2008	700,000	4.10%	254,285.00	954,285.00	
5/1/2009			239,935.00	239,935.00	1,194,220.00
11/1/2009	730,000	5.00%	239,935.00	969,935.00	
5/1/2010			221,685.00	221,685.00	1,191,620.00
11/1/2010	770,000	5.00%	221,685.00	991,685.00	
5/1/2011			202,435.00	202,435.00	1,194,120.00
11/1/2011	805,000	4.40%	202,435.00	1,007,435.00	
5/1/2012			184,725.00	184,725.00	1,192,160.00
11/1/2012	850,000	5.50%	184,725.00	1,034,725.00	
5/1/2013			161,350.00	161,350.00	1,196,075.00
11/1/2013	895,000	5.50%	161,350.00	1,056,350.00	
5/1/2014			136,737.50	136,737.50	1,193,087.50
11/1/2014	945,000	5.50%	136,737.50	1,081,737.50	
5/1/2015			110,750.00	110,750.00	1,192,487.50
11/1/2015	1,000,000	5.50%	110,750.00	1,110,750.00	
5/1/2016			83,250.00	83,250.00	1,194,000.00
11/1/2016	1,055,000	5.00%	83,250.00	1,138,250.00	
5/1/2017			56,875.00	56,875.00	1,195,125.00
11/1/2017	1,110,000	5.00%	56,875.00	1,166,875.00	
5/1/2018			29,125.00	29,125.00	1,196,000.00
11/1/2018	1,165,000	5.00%	29,125.00	1,194,125.00	1,194,125.00
	\$ 14,255,000		\$ 7,164,573.17	\$21,419,573.17	\$ 21,419,573.17

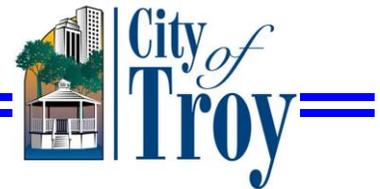


**Bond Debt Service
Refunding Bonds, Series 2001
Refunding of Callable 1995 DDA Bonds, Series A (Tax-Exempt)**

**Refunding Portion
Final Pricing**

Dated Date 07/19/2001
Delivery Date 07/19/2001

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
7/19/2001					
11/1/2001	\$ 465,000	4.00%	\$ 132,448.42	\$ 597,448.42	\$ -
5/1/2002			224,432.50	224,432.50	821,880.92
11/1/2002	380,000	4.00%	224,432.50	604,432.50	
5/1/2003			216,832.50	216,832.50	821,265.00
11/1/2003	395,000	4.00%	216,832.50	611,832.50	
5/1/2004			208,932.50	208,932.50	820,765.00
11/1/2004	415,000	4.00%	208,932.50	623,932.50	
5/1/2005			200,632.50	200,632.50	824,565.00
11/1/2005	430,000	4.00%	200,632.50	630,632.50	
5/1/2006			192,032.50	192,032.50	822,665.00
11/1/2006	410,000	5.00%	192,032.50	602,032.50	
5/1/2007			181,782.50	181,782.50	783,815.00
11/1/2007	430,000	4.00%	181,782.50	611,782.50	
5/1/2008			173,182.50	173,182.50	784,965.00
11/1/2008	450,000	4.10%	173,182.50	623,182.50	
5/1/2009			163,957.50	163,957.50	787,140.00
11/1/2009	470,000	5.00%	163,957.50	633,957.50	
5/1/2010			152,207.50	152,207.50	786,165.00
11/1/2010	495,000	5.00%	152,207.50	647,207.50	
5/1/2011			139,832.50	139,832.50	787,040.00
11/1/2011	560,000	4.40%	139,832.50	699,832.50	
5/1/2012			127,512.50	127,512.50	827,345.00
11/1/2012	590,000	5.50%	127,512.50	717,512.50	
5/1/2013			111,287.50	111,287.50	828,800.00
11/1/2013	620,000	5.50%	111,287.50	731,287.50	
5/1/2014			94,237.50	94,237.50	825,525.00
11/1/2014	655,000	5.50%	94,237.50	749,237.50	
5/1/2015			76,225.00	76,225.00	825,462.50
11/1/2015	690,000	5.50%	76,225.00	766,225.00	
5/1/2016			57,250.00	57,250.00	823,475.00
11/1/2016	725,000	5.00%	57,250.00	782,250.00	
5/1/2017			39,125.00	39,125.00	821,375.00
11/1/2017	765,000	5.00%	39,125.00	804,125.00	
5/1/2018			20,000.00	20,000.00	824,125.00
11/1/2018	800,000	5.00%	20,000.00	820,000.00	820,000.00
	\$9,745,000		\$4,891,373.42	\$14,636,373.42	\$14,636,373.42



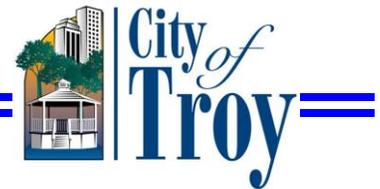
\$9,700,000

Community Center Facilities Bonds, Series 2002

Schedule of Principal and Interest Requirements
On a Fiscal Year Basis

Fiscal Year Beginning July 1	Principal Due November 1	Interest Rate	Interest Due November 1	Interest Due May 1, Next	Total Principal & Interest Requirements
2002	\$ -	- %	\$ -	\$ 236,433.33	\$ 236,433.33
2003	400,000.00	5.00%	177,325.00	167,325.00	744,650.00
2004	425,000.00	3.00%	167,325.00	160,950.00	753,275.00
2005	425,000.00	2.05%	160,950.00	156,593.75	742,543.75
2006	500,000.00	2.40%	156,593.75	150,593.75	807,187.50
2007	500,000.00	2.70%	150,593.75	143,843.75	794,437.50
2008	550,000.00	3.00%	143,843.75	135,593.75	829,437.50
2009	575,000.00	3.25%	135,593.75	126,250.00	836,843.75
2010	600,000.00	3.50%	126,250.00	115,750.00	842,000.00
2011	600,000.00	3.60%	115,750.00	104,950.00	820,700.00
2012	625,000.00	3.70%	104,950.00	93,387.50	823,337.50
2013	650,000.00	3.80%	93,387.50	81,037.50	824,425.00
2014	700,000.00	4.00%	81,037.50	67,037.50	848,075.00
2015	725,000.00	4.10%	67,037.50	52,175.00	844,212.50
2016	775,000.00	4.20%	52,175.00	35,900.00	863,075.00
2017	800,000.00	4.30%	35,900.00	18,700.00	854,600.00
2018	850,000.00	4.40%	18,700.00	0.00	868,700.00
	<u>\$9,700,000.00</u>		<u>\$1,787,412.50</u>	<u>\$1,846,520.83</u>	<u>\$ 13,333,933.33</u>

Registrar/Transfer Agent – Fifth Third Bank, Michigan, Grand Rapids, Michigan



\$4,025,000

Community Center Facilities Junior Lien Bonds, Series 2003

Schedule of Principal and Interest Requirements
On a Fiscal Year Basis

Fiscal Year Beginning July 1	Principal Due November 1	Interest Rate	Interest Due November 1	Interest Due May 1, Next	Total Principal & Interest Requirements
2003	\$ -	0.00%	* \$ 59,984.38	\$ 71,981.25	\$ 131,965.63
2004	75,000.00	2.50%	71,981.25	71,043.75	218,025.00
2005	100,000.00	2.50%	71,043.75	69,793.75	240,837.50
2006	100,000.00	2.50%	69,793.75	68,543.75	238,337.50
2007	125,000.00	2.50%	68,543.75	66,981.25	260,525.00
2008	150,000.00	2.50%	66,981.25	65,106.25	282,087.50
2009	200,000.00	3.00%	65,106.25	62,106.25	327,212.50
2010	200,000.00	3.00%	62,106.25	59,106.25	321,212.50
2011	250,000.00	3.15%	59,106.25	55,168.75	364,275.00
2012	300,000.00	3.30%	55,168.75	50,218.75	405,387.50
2013	325,000.00	3.45%	50,218.75	44,612.50	419,831.25
2014	350,000.00	3.60%	44,612.50	38,312.50	432,925.00
2015	400,000.00	3.75%	38,312.50	30,812.50	469,125.00
2016	450,000.00	4.25%	30,812.50	21,250.00	502,062.50
2017	500,000.00	4.25%	21,250.00	10,625.00	531,875.00
2018	500,000.00	4.25%	10,625.00	0.00	510,625.00
	\$4,025,000.00		\$ 845,646.88	\$ 785,662.50	\$ 5,656,309.38

Registrar/Transfer Agent – Fifth Third Bank, Michigan, Grand Rapids, Michigan

*Dated date, June 1, 2003, first interest payment due
November 1, 2003 – 5 months.

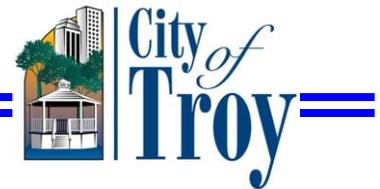


Table 1
Downtown Development Authority Bonds

Schedule of Projected Taxable Values
(Actual through 2012)

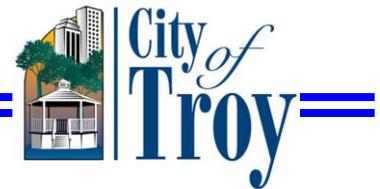
Year	Total Real	Total Personal	Total Real & Personal	Initial Assessed Value	Captured Taxable Value
1994	342,342,400	86,936,130	429,278,530	429,278,530	-
1995	338,797,800	111,884,290	450,682,090	429,278,530	21,403,560
1996	334,906,240	147,415,050	482,321,290	429,278,530	53,042,760
1997	366,197,830	147,053,960	513,251,790	429,278,530	83,973,260
1998	391,782,920	191,001,470	582,784,390	429,278,530	153,505,860
1999	430,125,100	203,992,040	634,117,140	429,278,530	204,838,610
2000	432,998,790	220,783,831	653,782,621	429,278,530	224,504,091
2001	469,734,570	207,816,270	677,550,840	429,278,530	248,272,310
2002	493,426,640	193,834,470	687,261,110	429,278,530	257,982,580
2003	520,281,770	180,011,200	700,292,970	429,278,530	271,014,440
2004	524,793,130	162,817,310	687,610,440	429,278,530	258,331,910
2005	522,118,430	134,324,830	656,443,260	429,278,530	227,164,730
2006	531,379,920	133,550,880	664,930,800	429,278,530	235,652,270
2007	538,571,100	125,550,460	664,121,560	429,278,530	234,843,030
2008	546,229,050	127,609,030	673,838,080	429,278,530	244,559,550
2009	548,608,230	126,994,950	675,603,180	429,278,530	246,324,650
2010	529,452,075	121,544,920	650,996,995	429,278,530	221,718,465
2011	458,825,750	111,368,360	570,194,110	429,278,530	140,915,580
2012	395,679,810	105,055,290	500,735,100	429,278,530	71,456,570
2013	354,325,570	105,291,740	459,617,310	429,278,530	30,338,780
2014	340,140,448	101,003,981	441,144,429	429,278,530	11,865,899
2015	329,934,675	97,963,767	427,898,442	429,278,530	(1,380,088)
2016	323,337,225	96,016,034	419,353,259	429,278,530	(9,925,271)
2017	320,101,814	95,054,074	415,155,888	429,278,530	(14,122,642)
2018	316,893,486	94,087,758	410,981,244	429,278,530	(18,297,286)
2019	316,888,265	93,161,777	410,050,042	429,278,530	(19,228,488)

Assumes no new development in the district.



Annual Debt Requirements

Year Ending June 30,	Refunding Bonds 2001	Big Beaver Phase 2 & 3	Comm. Center 2002	Comm. Center Jr. Lien 2003	Amount of Annual Interest	Total
2014	\$ 620,000	\$ 895,000	\$ 650,000	\$ 325,000	\$ 772,870	\$ 3,262,870
2015	655,000	945,000	700,000	350,000	648,965	3,298,965
2016	690,000	1,000,000	725,000	400,000	515,815	3,330,815
2017	725,000	1,055,000	775,000	450,000	376,640	3,381,640
2018	765,000	1,110,000	800,000	500,000	231,600	3,406,600
2019	800,000	1,165,000	850,000	500,000	78,450	3,393,450
	\$ 4,255,000	\$ 6,170,000	\$ 4,500,000	\$ 2,525,000	\$ 2,624,340	\$20,074,340



**Five -Year Budget Projection
April 27, 2012**

Investment Income	-	-	-	-	-
Total Revenues	-	-	-	-	-
Expenditures					
Operating Expenditures					
Operating Expenses	-	-	-	-	-
Administrative Expense	-	-	-	-	-
Street Island Maintenance	-	-	-	-	-
Tax Tribunals	-	-	-	-	-
Total Operating	-	-	-	-	-
Debt Service Expenditures					
Big Beaver Phase 2 & 3	1,192,500	1,194,000	1,195,125	1,196,000	1,194,125
Refund Series 'A'	825,465	823,475	821,375	824,125	820,000
Community Center-2002	848,075	844,215	863,075	854,600	868,700
Community Center Jr.-2003	432,925	469,125	502,065	531,875	510,625
Total Debt Service	3,298,965	3,330,815	3,381,640	3,406,600	3,393,450
Total Expenditures	3,298,965	3,330,815	3,381,640	3,406,600	3,393,450
Revenues (Under) Expenditures	\$ (3,298,965)	\$ (3,330,815)	\$ (3,381,640)	\$ (3,406,600)	\$ (3,393,450)
 Estimated Fund Balance	 \$ (3,298,965)	 \$ (6,629,780)	 \$ (10,011,420)	 \$ (13,418,020)	 \$ (16,811,470)

Tax Increment Procedure

Tax increment revenue to be transmitted to the DDA is generated when the current taxable value of all properties within a development area exceeds the initial assessed value of the properties. The initial assessed value is defined in Act 197 as the assessed value of all taxable property within the boundaries of the development area at the time the ordinance establishing the tax increment financing plan is approved, as shown by the most recent assessment roll of the municipality for which equalization has been completed at the time the ordinance is adopted. The current assessed value refers to the assessed value of all properties, real and personal, within the development area as established each year subsequent to the adoption of the tax increment financing plan. The amount in any one year by which the current taxable value exceeds the initial assessed value, including real and personal property, is defined as the “captured taxable value.” The tax increment revenue transmitted to the DDA results from applying the total tax levy of taxing units within the development area to the captured taxable value.

Increases in assessed values within a development area which result in the generation of tax increment revenues, can result from any of the following:

- a. Construction of new development occurring after the date establishing the “initial assessed value.”
- b. Construction of new rehabilitation, remodeling alterations, or additions accruing after the date establishing the “initial assessed value.”
- c. Increases in property values which occur for any other reason.

Tax increment revenues transmitted to the DDA can be pledged for debt service on general obligation tax increment bonds issued by the municipality or tax increment revenues bonds issued by the DDA.

If bonds are to be sold, the municipality may not pledge for annual debt service requirements in excess of 80% of the estimated tax increment revenue to be received from a development area for that year. In addition, the estimated annual debt service owed on bonds issued by the municipality may not exceed 80% of the estimated annual tax increment revenues. Should actual tax increment revenues fall below projections, any previously accumulated revenue would be devoted to retirement of the bonds. Any tax increment revenues collected in excess of the 80% measure described in Table 2 of the Development Plan will be used to pay current debt service on any bonds issued under the Plan. The bonds are subject to the Michigan Municipal Finance Act and may not mature in more than thirty years.

The DDA may expend tax increment revenues only in accordance with the tax increment financing plan; surplus revenues revert proportionally to the prospective taxing jurisdictions. The tax increment financing plan may be modified upon approval of the governing body after notification and hearings as required by Act 197. When the governing body finds that the purposes for which the plan was established have been accomplished, they may abolish the plan.



CITY COUNCIL AGENDA ITEM

Date: May 20, 2013

To: Brian Kischnick, City Manager

From: Tom Darling, Director of Finance/Administration
Nino Licari, City Assessor

Subject: Regular Business item for Standard Resolutions 1, 2 and 3 for a Special Assessment District for the paving of the west 324 feet of Troywood Street in Section 22

Background:

Three residents of Troywood expressed an interest in having that portion of Troywood in front of their homes, paved.

On April 11, 2013 a Petition was submitted to the City Clerk's Office requesting this project move forward. A residential builder signed the petition for the prospective homeowner he is contracted with for the site currently occupied by 510 Troywood. He asked that his concurrence be withheld until he had a contract in place to be fully reimbursed for the cost of the SAD. That contract was presented on May 1, 2013, and staff then proceeded with the project.

Three of the four owners involved in the area signed in agreement, or 75%. More importantly 68.28% of the frontage ownership is in favor of the project. As the project is assessed on a front foot basis, this is the important number to realize.

Past Council Policy has been that more than 50% must be in agreement before Council will approve a Special Assessment District. (While that is past policy, Council may initiate and approve an SAD of their own volition, by Charter).

Council is asked at this point, to approve Standard Resolution 1 (preparation of plans and cost estimates – which has obviously already been done in order to apprise the owners of the estimated costs), Standard Resolution 2 (approval of the plans and cost estimates), and Standard resolution 3 (setting a Public Hearing for public input, and the approval/disapproval of the project).



CITY COUNCIL AGENDA ITEM

Financial Considerations:

The total cost of the project is \$60,100, of which the City share is \$39,600. This amount is budgeted in the Local roads Fund, and was mentioned in Mr. Houtari's presentation of the Capital Projects portion of the proposed budget.

The resident's share is therefore \$20,500. The breakdown of their individual costs and the amortization of the 10 year payment plan is attached to this memorandum.

There is no prepayment penalty on the SAD. However, there is a lien on the properties from the moment City Council approves Standard Resolution 4, after the Public Hearing. Any owner wishing to sell their property after the lien is placed would be required to pay the outstanding balance in full in order to have a clear title for their closing. This is the reason the developer wished to wait until he had a signed contract guaranteeing his repayment before he gave his approval for the project.

Recommendation:

As there is nearly 70% approval of the resident initiated project, and budgeted funds are already approved for it, staff recommends approving Standard Resolutions 1, 2 and 3, and moving forward to the Public Hearing of June 17, 2013 to consider Standard Resolution 4, the approval of the project.

REQUEST FOR PUBLIC IMPROVEMENTS
(TO BE USED ONLY FOR SPECIAL ASSESSMENT IMPROVEMENTS)

To the Honorable
Mayor and City Council
City of Troy, Michigan

We, the undersigned, owners of property in the City of Troy, to be benefitted by the proposed improvements, description of which property, and our addresses, are set forth opposite our respective names, hereto, do hereby request the following public improvements, to wit:

Bituminous asphalt paving of Troywood Street, with Community Block Grant Funds

available to qualifying households, from address #480 to #540

This request is not made for the purpose of initiating such improvement, but only for advising the City Council of our desire for such improvement and willingness to have our property assessed therefore if the Council, in the exercise of its discretion, orders such improvements to be made.

Signature	(print name)	Address	Date	Parcel ID #	Telephone #
<i>Mkochen</i>	MONIKA	480 TROY	12/11/12		248-250-
	OCHANI	WOOD, TROY		88-20-	9149
		48083		22-251-	
<i>Mohan</i>	KISHORE	- same	12/11/12	001	- same -
	OCHANT				
<i>Bryan M. Urban</i>	Bryan M. Urban	493 Troywood Dr. Troy MI 48063	12/12/12	88-20- 22-201	(588) 530-3531
<i>Patrizia Urban</i>	Patrizia Urban	- Same as above	12/12/12	-017	- Same -
<i>Sushma Koritela</i>	Sushma Koritela	510 Troywood			new house
<i>Brahmaji Koritela</i>	Brahmaji Koritela	510 Troywood			owners
<i>Victor DeFlorio</i>	VICTOR DE FLORIO	510 TROYWOOD	4/11/13	20-22-251-002	(248) 231-1057
RECEIVED					
APR 11 2013					
CITY OF TROY ASSESSING DEPT.					

In case of joint ownership, husband and wife and/or all joint owners appearing on the deed must sign. ** The attached affidavit must be signed and notarized by any person circulating a petition (this may be done when presenting the petition to the City Clerk's office). **

Addendum to Purchase Agreement - #510-003 - A

This Addendum is between Brahmaji Rao Tarigopula & Sushma Koritala, ("Buyer") and DeFlorio Homes, Inc, ("Seller") regarding the Purchase Agreement for new construction at 510 Troywood. The two parties agree that Addendum #510-003 assigns the financial responsibility of the road improvement in front of 510 Troywood to the buyer.

The City of Troy Assessing Department has assessed an improvement cost to 510 Troywood in the amount of \$4,365.88. This amount is due to the City of Troy when the property is sold to the buyer at the completion of construction. Therefore, the buyers agree to compensate DeFlorio Homes, Inc this amount at the closing. In the event the City of Troy completes the road improvement prior to the completion of the new home construction, and assigns any interest charges to the property, the buyer will assume these costs as well at the closing.

DeFlorio Homes, Inc will not be responsible for any costs with the paving of Troywood.

All costs due to the City of Troy will be paid immediately by the Buyer and will not be included in the Purchase Agreement.

Buyer i. Brahmaji Rao date 04/30/2013

Buyer C. Sushma date 04/30/2013

Seller Victor DeFlorio date 4/30/13

RECEIVED

MAY 01 2013

**CITY OF TROY
ASSESSING DEPT.**

City of Troy - Assessing Department
 SAD #06.202.1 Eckford Street Paving
 785 - 996 Eckford
 Petition Analysis

City of Troy - Assessing Department
 Troywood S.A.D. #12.201.1
 Spread of S.A.D. Costs per Front Foot
 Petition Analysis Included

Parcel ID	#	Street	Frontage	% Total	SAD Cost	Owners	Petition Yes/No
88-20-22-201-017	493	Troywood	121.50	25.88	5,304.55	2	Yes
88-20-22-251-001	480	Troywood	99.13	21.11	4,327.90	1	Yes
88-20-22-251-002	510	Troywood	100.00	21.30	4,365.88	1	Yes
88-20-22-251-003	540	Troywood	148.92	31.72	6,501.67	1	No
Total			469.55	100.00	20,500.00	5	68.28%
Total Check			469.55		20,500.00		

Preliminary Cost Estimate

August 2, 2012

Project Location: Troywood Street (#480 to #540)

Project No.: 12.201.1

Proposed Improvement: 324 LF, 24' wide Bituminous Asphalt Pavement with Edgedrain

Item	Quantity		Description	Unit Cost	Total Cost
			SAD Share - Asphalt Section (324')		
1.	157	Tons	Bit. Mix No. 500, 20C - 3"	60.00	9,420.00
2.	79	Tons	Bit. Mix No. 1100T, 20AA - 1 1/2"	70.00	5,530.00
3.	9	Tons	Bit. Mix No. 1100T, 36B - 4" Driveway	100.00	900.00
4.	36	SY	6" Non-Reinforced Conc. Driveway	70.00	2,520.00
5.	24	Tons	21AA Aggregate for Shoulders	20.00	480.00
			Sub-Total		18,850.00
			Engineering, Admin. And Contingencies, 30%		5,655.00
			Sub-Total		24,505.00
			Maintenance Savings		(4,000.00)
			Total Special Assessment Share - Asphalt		20,500.00
			City Share		
6.	2	Each	Remove 12" CMP Culvert	150.00	300.00
7.	50	CY	Earth Excavation	10.00	500.00
8.	120	CY	Subgrade Undercut, w/ crush. Conc.	40.00	4,800.00
9.	864	SY	Grading	3.00	2,592.00
10.	260	Tons	Aggregate Base, 21AA (For Road)	20.00	5,200.00
11.	10	Tons	Agg. Base, 21AA (For Driveways)	20.00	200.00
12.	50	LF	12" RCP Storm Sewer	40.00	2,000.00
13.	400	LF	8" Edge Drain	20.00	8,000.00
14.	2	Each	2' Dia. Catch Basin	1,000.00	2,000.00
15.	1	Each	4' Dia. Manhole	1,500.00	1,500.00
16.	2	Each	Tap Manhole	500.00	1,000.00
17.	2	Each	Relocate Mailbox Post	100.00	200.00
18.	4	Each	Reconstruct/Adjust Structure	500.00	2,000.00
19.	648	LF	Ditching	5.00	3,240.00
20.	1	SY	Turf Restoration		Incidental
			Sub-Total		33,532.00
			Engineering, Admin. And Contingencies, 30%		10,059.60
			Sub-Total		43,591.60
			Maintenance Savings		(4,000.00)
			Total City Share		39,600.00
			TOTAL PROJECT COST		60,100.00

Prepared by: Antonio Cicchetti

G:\Projects\Projects - 2012\12.201.1 - Troywood Paving SAD\Preliminary Cost Estimate - 2012.xls

City of Troy Assessing Department

Project Name Troywood Bituminous Asphalt Paving

Project # 12.201.1

Amortization Table 10 Year

int. @.06

Assessment 5,304.55

Year	Principal	Interest	Payment	Balance
1	\$ 530.46		\$ 530.46	\$ 4,774.10
2	\$ 530.46	\$ 286.45	\$ 816.90	\$ 4,243.64
3	\$ 530.46	\$ 254.62	\$ 785.07	\$ 3,713.19
4	\$ 530.46	\$ 222.79	\$ 753.25	\$ 3,182.73
5	\$ 530.46	\$ 190.96	\$ 721.42	\$ 2,652.28
6	\$ 530.46	\$ 159.14	\$ 689.59	\$ 2,121.82
7	\$ 530.46	\$ 127.31	\$ 657.76	\$ 1,591.37
8	\$ 530.46	\$ 95.48	\$ 625.94	\$ 1,060.91
9	\$ 530.46	\$ 63.65	\$ 594.11	\$ 530.46
10	\$ 530.46		\$ 530.46	\$ -
<hr/>				
TOTAL	\$ 5,304.55	\$ 1,400.40	\$ 6,704.95	

88-20-22-201-017

493 Troywood

City of Troy Assessing Department

Project Name Troywood Bituminous Asphalt Paving

Project # 12.201.1

Amortization Table 10 Year

int. @.06

Assessment 4,327.90

Year	Principal	Interest	Payment	Balance
1	\$ 432.79		\$ 432.79	\$ 3,895.11
2	\$ 432.79	\$ 233.71	\$ 666.50	\$ 3,462.32
3	\$ 432.79	\$ 207.74	\$ 640.53	\$ 3,029.53
4	\$ 432.79	\$ 181.77	\$ 614.56	\$ 2,596.74
5	\$ 432.79	\$ 155.80	\$ 588.59	\$ 2,163.95
6	\$ 432.79	\$ 129.84	\$ 562.63	\$ 1,731.16
7	\$ 432.79	\$ 103.87	\$ 536.66	\$ 1,298.37
8	\$ 432.79	\$ 77.90	\$ 510.69	\$ 865.58
9	\$ 432.79	\$ 51.93	\$ 484.72	\$ 432.79
10	\$ 432.79		\$ 432.79	\$ -
<hr/>				
TOTAL	\$ 4,327.90	\$ 1,142.57	\$ 5,470.47	

88-20-22-251-001

480 Troywood

City of Troy Assessing Department

Project Name Troywood Bituminous Asphalt Paving

Project # 12.201.1

Amortization Table 10 Year

int. @.06

Assessment 4,365.88

Year	Principal	Interest	Payment	Balance
1	\$ 436.59		\$ 436.59	\$ 3,929.29
2	\$ 436.59	\$ 235.76	\$ 672.35	\$ 3,492.70
3	\$ 436.59	\$ 209.56	\$ 646.15	\$ 3,056.12
4	\$ 436.59	\$ 183.37	\$ 619.95	\$ 2,619.53
5	\$ 436.59	\$ 157.17	\$ 593.76	\$ 2,182.94
6	\$ 436.59	\$ 130.98	\$ 567.56	\$ 1,746.35
7	\$ 436.59	\$ 104.78	\$ 541.37	\$ 1,309.76
8	\$ 436.59	\$ 78.59	\$ 515.17	\$ 873.18
9	\$ 436.59	\$ 52.39	\$ 488.98	\$ 436.59
10	\$ 436.59		\$ 436.59	\$ (0.00)
<hr/>				
TOTAL	\$ 4,365.88	\$ 1,152.59	\$ 5,518.47	

88-20-22-251-002

510 Troywood

City of Troy Assessing Department

Project Name Troywood Bituminous Asphalt Paving

Project # 12.201.1

Amortization Table 10 Year

int. @.06

Assessment 6,501.67

Year	Principal	Interest	Payment	Balance
1	\$ 650.17		\$ 650.17	\$ 5,851.50
2	\$ 650.17	\$ 351.09	\$ 1,001.26	\$ 5,201.34
3	\$ 650.17	\$ 312.08	\$ 962.25	\$ 4,551.17
4	\$ 650.17	\$ 273.07	\$ 923.24	\$ 3,901.00
5	\$ 650.17	\$ 234.06	\$ 884.23	\$ 3,250.84
6	\$ 650.17	\$ 195.05	\$ 845.22	\$ 2,600.67
7	\$ 650.17	\$ 156.04	\$ 806.21	\$ 1,950.50
8	\$ 650.17	\$ 117.03	\$ 767.20	\$ 1,300.33
9	\$ 650.17	\$ 78.02	\$ 728.19	\$ 650.17
10	\$ 650.17		\$ 650.17	\$ -
<hr/>				
TOTAL	\$ 6,501.67	\$ 1,716.44	\$ 8,218.11	

88-20-22-251-003

540 Troywood

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, June 17, 2013, at 7:30 P.M. to consider the approval of a Special Assessment District (SAD) for the paving of the westerly 324' of Troywood in Section 22, including the following properties:

88-20-22-201-017 493 Troywood, Troy, MI. 48083,
88-20-22-251-001 480 Troywood, Troy, MI. 48083,
88-20-22-251-002 510 Troywood, Troy, MI. 48083 and
88-20-22-251-003 540 Troywood, Troy, MI. 48083

You may express your comments regarding this matter by writing to this office, or by attending the Public Hearing.

M. Aileen Bittner, City Clerk

NOTICE: *People with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk by e-mail at clerk@ci.troy.mi.us 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.*

88-20-22-201-017
BRYAN & PATRIZIA URBEN
493 TROYWOOD
TROY MI 48083-5142

88-20-22-251-001
KISHORE & MONIKA OCHANI
480 TROYWOOD
TROY MI 48083-5141

88-20-22-251-002
DEFLORIO HOMES INC
3609 CEDAR BROOK
ROCHESTER MI 48309

88-20-22-251-003
CONSTANCE R MANSOUR
540 TROYWOOD
TROY MI 48083-5197

**Standard Resolution #1, 2, and 3 for Paving of Troywood – Section 22 SAD
#12.201.1**

(a) Standard Resolution #1

Suggested Resolution

Resolution #2013-

Moved by:

Seconded by:

RESOLVED, That Troy City Council hereby **ADOPTS** Standard Resolution #1 to direct the preparation of plans and costs estimates for the Special Assessment to pay all or part of the cost of Asphalt Paving of Troywood in Section 22 Project No.12.201.1, all pursuant to Sections 1.1 and 1.2 of Chapter 5 of the Code of the City of Troy.

Yes:

No:

(b) Standard Resolution #2

Suggested Resolution

Resolution #2013-

Moved by:

Seconded by:

RESOLVED, That Troy City Council hereby **ADOPTS** Standard Resolution #2 to approve plans and cost estimates for a Special Assessment to pay all or part of the cost of Asphalt Paving of Troywood, in Section 22, Project No. 12.201.1, all pursuant to Sections 1.1 and 1.2 of Chapter 5 of the Code of the City of Troy

Total Estimated Cost	\$60,100.00
Assessment	20,500.00
City's Share	39,600.00

BE IT FURTHER RESOLVED, That the City Assessor is hereby **ORDERED** and **DIRECTED** to prepare a Special Assessment Roll in accordance with Chapter 5 of the Code of the City of Troy.

Yes:

No:

c) **Standard Resolution #3**

Suggested Resolution

Resolution #2013-

Moved by:

Seconded by:

RESOLVED, That Troy City Council hereby **ADOPTS** Standard Resolution #3 to set a Public Hearing date on the Special Assessment roll for Asphalt Paving of Troywood, in Section 22, Project No. 12.201.1, all pursuant to Chapter 5 of the Code of the City of Troy, with said Public Hearing to be established for June 17, 2013.

Yes:

No:



CITY COUNCIL ACTION REPORT

May 15, 2013

TO: Brian Kischnick, City Manager

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

SUBJECT: Approval of Easement and License Agreements with Grand Trunk Western Railroad Company (CN) for the Troy Multi-Modal Transit Facility

History

The Engineering department and the City attorney's office have been negotiating Easement and License Agreements with Grand Trunk Western (also known as CN) Railroad Company for the past several months. These documents are similar to utility easements, which the City requires prior to final occupancy of a new development, however; CN is requiring that they be approved by City Council no later than the May 20, 2013 meeting or construction would be suspended.

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 construct 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.

Financial

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

Recommendation

The License and Easement Agreements with Grand Trunk Western Railroad Company (CN) have been negotiated, reviewed and approved by our City attorney's office. It is recommended that City Council approve the Agreements.

City Attorney's Review as to Form and Legality

Lori Grigg Bluhm, City Attorney

Date

PROPOSED RESOLUTION

Approval of Construction, Easement and License Agreements with Grand Trunk Western Railroad Company (CN) for the Troy Multi-Modal Transit Facility

Resolution #2013-
Moved by:
Seconded by

RESOLVED, That City Council hereby APPROVES an Easement Agreement between Grand Trunk Western Railroad Company and the City of Troy for a permanent non-exclusive easement for the Troy Multi-Modal Transit Facility platform and west elevator/bridge support tower, which are wholly located within the Railroad Company's right of way.

BE IT FURTHER RESOLVED, That City Council hereby APPROVES a License Agreement between Grand Trunk Western Railroad Company and the City of Troy to construct and operate a pedestrian bridge 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 documents, a copy of which shall be attached to the original minutes of this meeting.

LICENSE AGREEMENT
FOR THE
TROY MULTI-MODAL TRANSIT FACILITY
PEDESTRIAN BRIDGE GRADE SEPARATION

THIS AGREEMENT, made and entered into this ____ day of _____ 2013 by the CITY OF TROY, hereinafter referred to as the "Licensee" and the GRAND TRUNK WESTERN RAILROAD COMPANY, hereinafter referred to as "Railroad";

RECITALS

Whereas, in the interest of public safety and convenience, the parties hereto propose to improve the Multi-Modal Transit Facility Pedestrian Grade Separation at the location listed on the attached Exhibit "A", labeled PEDESTRIAN BRIDGE, MP 17.4 Holly Subdivision, Troy, Michigan, by reference hereto made a part hereof; and

Whereas, the parties hereto agree to accomplish the proposed improvements, all or in part, through the use of Federal, State and/or Licensee funds which are provided under applicable Federal, State and/or Licensee Act, Law and/or appropriation;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectfully kept and performed as herein after set forth, it is hereby agreed as follows:

ARTICLE I. For the purpose of identifying the plans, specifications, estimates and other documents; this project will be designed as Project No. _____ Multi-Modal Transit Facility Pedestrian Grade Separation over Grand Trunk Western Railroad in Troy, Michigan.

ARTICLE II. The Project covered under this agreement shall be subject to the "SPECIAL PROVISIONS" attached hereto as Exhibit "B", by reference made a part hereof, and to all applicable Federal and State laws, rules, regulations, orders and approvals pertaining to agreements, specifications, award of contracts, acceptance of work and procedures in general. With respect to reimbursement for work performed by the Railroad on behalf of the project and Highway-Railway projects in general, Licensee and Railroad shall be governed by the applicable provisions of the Federal-Aid Policy Guide (FAPG), as currently amended, which is also made part of this agreement by reference.

ARTICLE III. The Railroad for and in consideration of the sum of One Thousand dollars (\$1000.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, so far as it lawfully may, to the Licensee, for the purpose of ownership, construction, operation, reconstruction and perpetual maintenance, a non-exclusive perpetual license over the tracks and right-of-way of Railroad as shown and described on the plat attached hereto as Exhibit "A", by reference hereto made a part hereof, subject to the following terms and conditions:

1. All such usage of the Railroad's land and right-of-way pursuant to this grant shall be subject to the approval, in advance, of Railroad's Vice President-Maintenance or his duly authorized representative.

2. All work to be performed on the Railroad's land and right-of-way pursuant to this grant, excepting as may otherwise be specifically provided in this agreement, shall be performed at no expense to the Railroad.

3. The Railroad does not warrant title to the said described premises in which the foregoing license is granted and does not undertake to defend Licensee in the peaceable enjoyment thereof, but the grant of license aforesaid shall be subject to the continuing lien of all lawful outstanding existing liens and superior rights, if any, in and to said premises.

4. The Railroad reserves to itself, its grantees (other than Licensee), licensees, lessees, successors and assigns, the right not only to continue to keep and use or operate all tracks and other facilities or structures now upon and beneath the surface of or above said premises, but also the right to install and use or operate additional tracks, facilities and structures upon and beneath the surface of and above the said premises and the Railroad reserves also the right to grant to others permission to install and use or operate other facilities and structures, provided that said installations can be made without unreasonable interference with the use of the said premises as provided in this license.

5. If the public use of the said license for the purposes herein expressed shall be abandoned or discontinued, the said license shall thereupon cease and determine, and the Licensee shall surrender or cause to be surrendered to the Railroad, or its successors or assigns, free and clear of all rights and claims of the Licensee and of the public for use and occupancy of the said premises. Full and complete title, ownership and use of Railroad's premises and of the portions thereof herein involved are reserved to Railroad, its successors and assigns, subject to the right, permission and authority herein expressly granted. Upon termination of the license for any reason, Licensee shall remove the grade separation structure and appurtenances and restore the Railroad's premises to a condition comparable to that which exists on either side of the license area, insofar as such restoration may in the opinion of Railroad's duly authorized representative be practicable.

6. Either party may at any time give the other party written notice of termination specifying the date on which termination shall be effective, provided that such notice shall be delivered at least ninety (90) days in advance of the proposed date of termination.

ARTICLE IV. The Licensee shall prepare the detailed drawings, plans and specifications as may be required for any proposed improvements and shall perform or arrange for the performance of said items of work at its sole cost, risk and expense, except as may otherwise be specifically provided for in this agreement. When designing the Pedestrian Bridge, the minimum height clearance of twenty-three feet eight inches (23'8") feet above the top of rail must be maintained per CN specifications. If the bridge structure is closer than the minimum twenty-five (25) feet, a crash wall will be constructed per AREMA and/or CN specifications, which ever is more strict. The design and plan which have been approved by the CN Bridge Design Group is attached hereto as Exhibit "C" labeled as Bulletin 3 and 4.

ARTICLE V. In the event the work to be performed by Licensee is to be let by contract, Licensee shall require its contractor(s) before entering upon the tracks or premises of Railroad, or performing any work on or in close proximity thereof, to secure permission from the authorized representative of the Railroad for the occupancy and use of its premises and/or to confer with the Railroad relative to its requirements for clearances, operations and general safety regulations, such permission may not be unreasonably withheld. Prior to entry onto Railroad right-of-way property for any reason, Licensee and any contractor, agent or invitee of Licensee shall be required to enter into a right of entry agreement with Railroad pursuant to the terms of the Construction and

Maintenance Agreement which is executed contemporaneously herewith and attached hereto as Exhibit "C". Within ten (10) days of the execution of this License Agreement, Railroad shall provide Licensee the name, address, and phone number of the authorized representative to be contacted under this provision. The Railroad reserves the right to furnish Licensee's contractor(s), at the sole cost and expense of said contractor(s), protective services such as, but not limited to, flagman, watchman or other as the Railroad may deem desirable to promote safety and continuity of rail traffic during the progress of the work, for which said contractor(s) shall be required to pay the Railroad in advance for said protective services. For any such work which is performed by the Railroad for the Licensee's own forces, Licensee hereby agrees to so reimburses the Railroad upon the receipt of bills. Cost and expense for work performed by Railroad, as referred to in this Article, shall consist of the actual cost of labor, materials and related items, plus Railroad's standard additives in effect at the time the work is performed.

ARTICLE VI. In the event the work to be performed by Licensee on or in close proximity to the Railroad's property, track(s) or other facilities is let by contract, Licensee shall require its contractor(s) to furnish evidence of Workmen's Compensation coverage and to maintain at all times during the performance of any construction or reconstruction work the following types of insurance: (A) Commercial General Liability Insurance, including automobile coverage, with a combined single limit of \$5,000,000 per occurrence with an aggregate limit of \$10,000,000 for the term of the policy; (B) Contractor's Commercial General Liability Insurance with the same limits as (A) if subcontractors are involved; and (C) Railroad Protective Public Liability and Property Damage Liability Insurance with the same limits as prescribed in (A) naming Grand Trunk Western Railroad Company as the insured and a form of acceptable to the Railroad, and said insurance shall be primary as it relates to this contract. The Railroad shall be furnished with a certificate(s) of insurance evidencing the insurance coverages specified herein. The certificate(s) of insurance must meet with the approval of the Railroad before any work shall be commenced on Railroad's property or in close proximity to Railroad's tracks or other facilities by the said contractor(s).

ARTICLE VII. Each party will provide the necessary construction engineering and inspection for carrying out its work and the costs for such services shall be borne by the Licensee. Any costs which may be incurred by the Railroad for inspecting the work performed by or on behalf of the Licensee, and as said work may affect the properties and facilities of the Railroad, or the safety or continuity of train operations, shall likewise be borne by the Licensee.

ARTICLE VIII. Subsequent to the award of any contract or contracts by Licensee, and before any work is started on this project, a conference shall be held between the representatives of the Licensee, the Railroad and the interested contractor(s), at a time and place as designated by the Licensee's representative, for the purpose of coordinating the work to be performed by the several parties, and at which time a schedule of operations will be adopted. Such schedule of operations will provide sufficient lead time for the parties to order and assemble their respective materials.

ARTICLE IX. The Licensee agrees, to the extent it lawfully may, to indemnify the Railroad against and save it harmless from loss and damage to any property, and injury to or death of any persons, and from court cost and attorney's fees, and expenses incident thereto, arising out of any work to be performed hereunder by or on behalf of the Licensee or by any contractor for the Licensee, or by their respective officers, agents or employees, unless directly caused by the gross negligence of Railroad.

ARTICLE X. Nothing in this License Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials and employees in particular, governmental immunity afforded or available pursuant to the Michigan Governmental Immunity Act, MCL 691.1401, et. seq.

ARTICLE XI. Licensee or it's contractor(s) may not be present within twenty five (25) feet horizontal of an active railroad track or perform work vertically above the railroad right of way within that twenty five (25) foot restriction without the presence of a flagger unless Railroad has authorized same in advance in writing.

ARTICLE XII. The improvements contemplated herein shall be placed in service immediately after the same are complete, pending final inspection by representatives of the parties hereto and representatives of any participating State and/or Federal Agencies if State and/or Federal funds are utilized. The Licensee shall notify Railroad of the date on which the completed improvements will be ready for final inspection.

ARTICLE XIII. After completion of the work contemplated under this agreement, the Licensee, at its sole cost and expenses, shall operate, own and perpetually maintain the Multi-Modal Transit Facility Pedestrian Grade Separation structure and appurtenances constructed pursuant to this agreement. For the purpose of this Article, it is agreed maintenance shall include, but not

limited to, routine inspections and repairs and any future rehabilitation, renewal and/or replacement of the structure, in whole or part as be needed.

ARTICLE XIV. The Licensee hereby certifies that for payment of its obligations incurred in connection with the construction of the proposed improvements, the necessary appropriations have been made and are evidenced by the attached resolution.

ARTICLE XV. In the event that delays or difficulties arise in securing necessary State or Federal approvals, or in acquiring rights of ways, or in settling damage claims, or for any other cause which in the opinion of the Licensee renders it impracticable to proceed with the construction of the project, then at any time before the construction is started, Licensee may serve formal notice of cancellation upon the Railroad and this agreement shall thereupon terminate. In the event of cancellation, Licensee shall reimburse the Railroad for all eligible cost and expense incurred by the Railroad prior to receipt of notice of cancellation and payment by Licensee.

ARTICLE XVI. This agreement shall be binding on the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in three counterparts, each of which shall be considered an original, by their fully authorized officials as of the day and date first written above.

ATTEST

GRAND TRUNK WESTERN RAILROAD

By: _____

Title: _____

Title: _____

ATTEST

CITY OF TROY, MICHIGAN

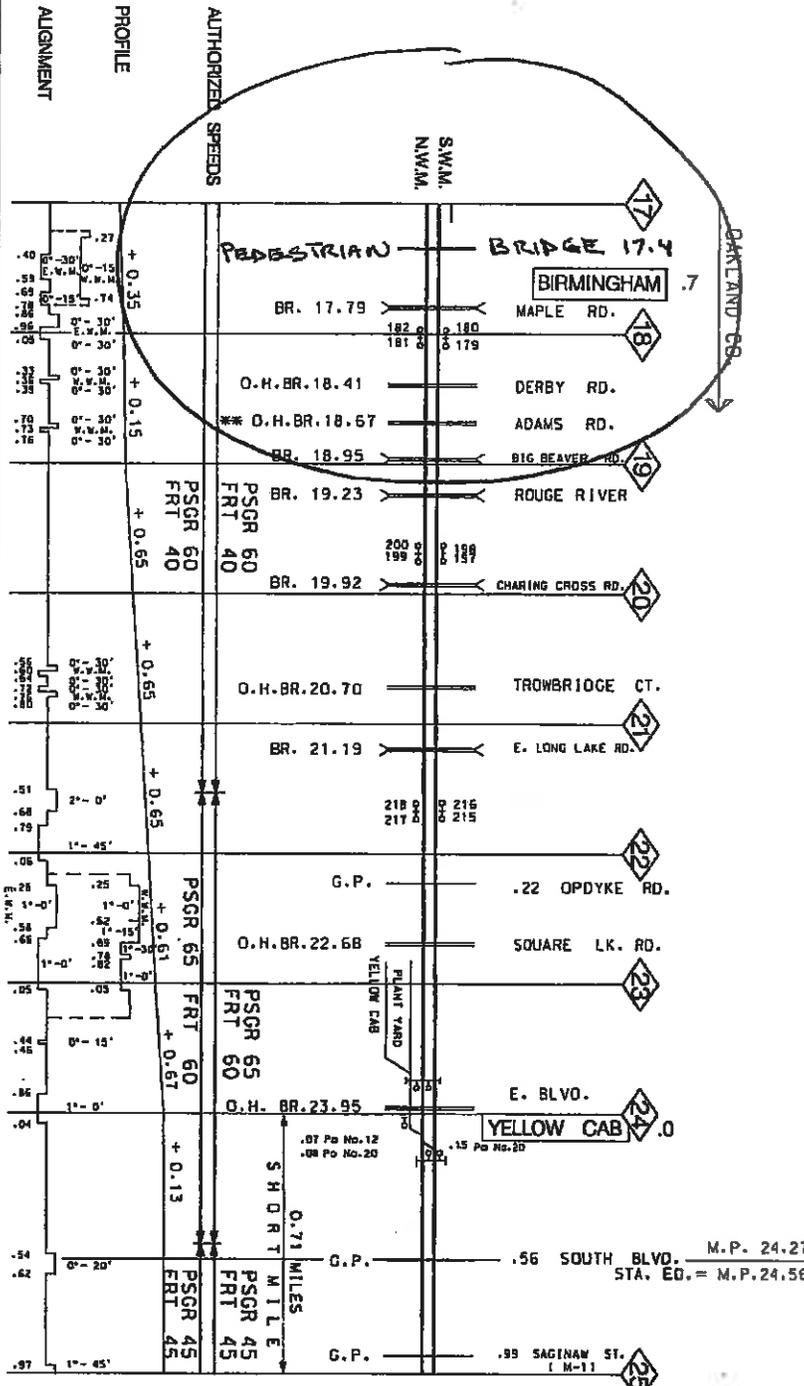
By: _____

Title: _____

Title: _____

EXHIBIT A
(Location Plat/Drawing)

HOLLY SUBDIVISION



RAIL	TES	RAIL	TES
SURFACING	1995	115 R48-L49	1998
UNDERCUT/PAV.CLEAN	2007	2003	2006
GRINDING	1985	1980	2007
SHOULDER PAV.CLEAN	1985	1980	1986
		115 L96 PNCW	1992
		115 L89 CW	1986
		115 L92 CW	2007
		115 L92 CW	1992
		115 L92 CW	1986

MAP FILE # 704034, 035 036, 039, 040, 041, 046, 048, 049, 051

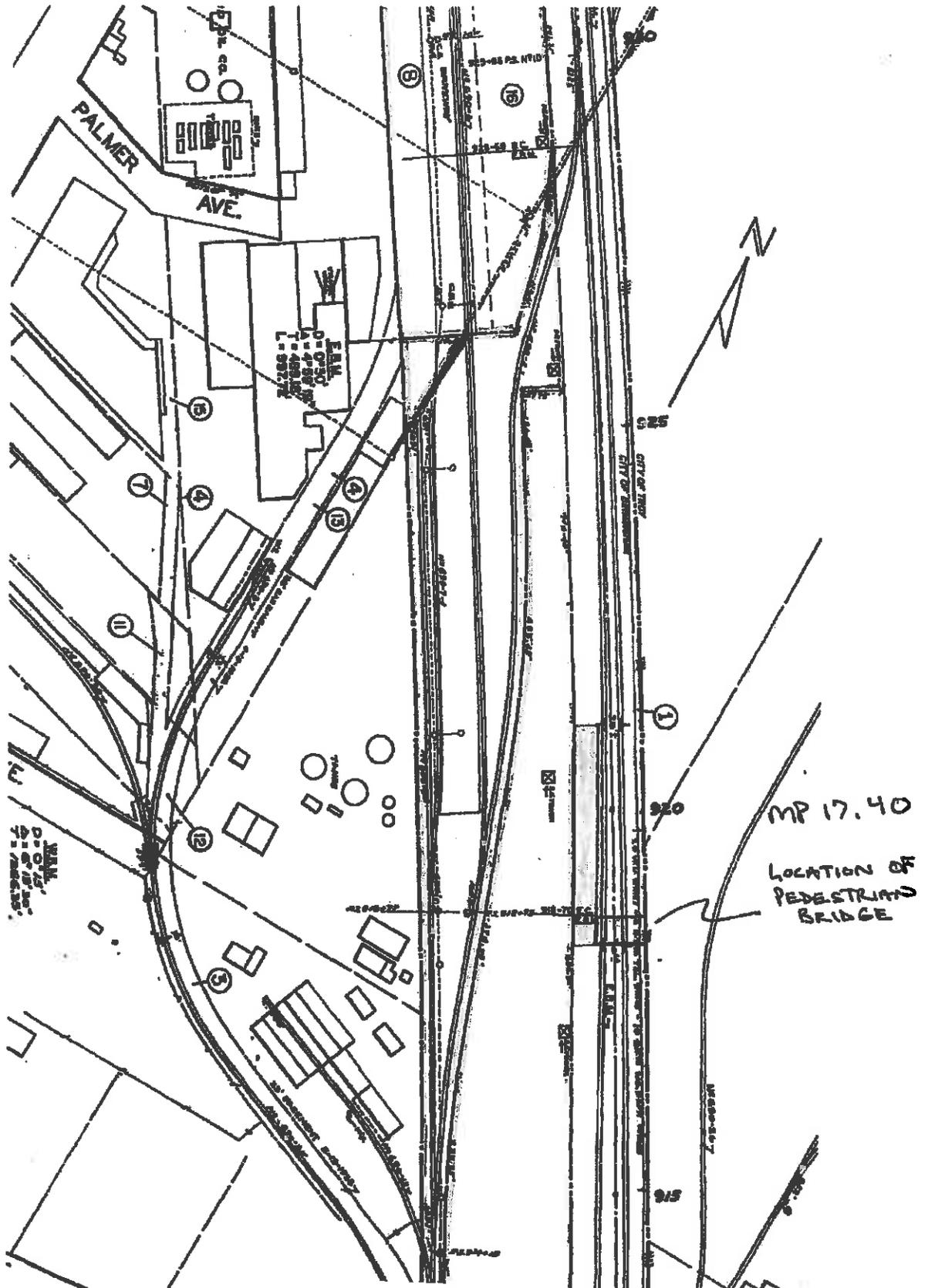
NORTH WARD MAIN 2

SOUTH WARD MAIN 1

1/4

HOLLY SUBDIVISION

EXHIBIT A



02-04-13
20110519
Rev. 02-14-13

DESCRIPTION OF PROPERTY

All that part of the Northeast ¼ of Section 31, T2N, R11E, City of Troy, Oakland County, Michigan taken for Grand Trunk Western Rail Road.

Subject to reservations, restrictions, and easements of record, if any.

DESCRIPTION OF PEDESTRIAN BRIDGE LICENSE

That part of the Northeast ¼ of Section 31, T2N, R11E, City of Troy, Oakland County, Michigan, described as: Beginning at a point distant S01°40'27"W 87.00 feet and N88°09'00"W 1,413.07 and S01°59'00"W 1,575.03 feet to a point on the Easterly right of way line of the Grand Trunk Rail Road and 94.69 feet along the said right of way line on a curve to the right, said curve having a radius of 22,961.83 feet, a central angle of 00°14'11 and a chord bearing S29°19'28"E 94.69 feet from the Northeast corner of said Section 31; thence continuing along said right of way 36.34 feet on a curve to the right, said curve having a radius of 22,961.83 feet, a central angle of 00°05'26" and a chord bearing S29°09'41"E 36.34 feet; thence S62°10'05"W 65.49 feet to a point being 5.33 feet (5 feet 4 inches) from the centerline of the West rail road track; thence along a curve parallel to the West rail road track and a curve to the left 36.33 feet, said curve having a radius of 35,543.78 feet, a central angle of 00°03'31" and a chord bearing N27°44'41"W 36.33 feet; thence N62°10'05"E 64.59 feet to the Point of Beginning. Said easement contains 2,363 square feet, or 0.054 acres, more or less.

EXHIBIT B
(Special Provisions)

EXHIBIT B

SPECIAL PROVISIONS

RELATIVE TO FLAGGING AND OTHER PROTECTION OF RAILROAD TRAFFIC DURING CONSTRUCTION ALONG, ON, UNDER OR ADJACENT TO THE PROPERTY OR TRACKS OF THE GRAND TRUNK WESTERN RAILROAD COMPANY

PART A

Licensee's contractor ("contractor") shall, before entering upon the property of the Railroad for the performance of any construction, maintenance or inspection work, or work preparatory thereto, secure permission from the Chief Engineer of the Railroad for the occupancy and use of the Railroad's property and shall confer with the Railroad relative to requirements for railroad clearances, operation and general safety regulations.

The contractor shall, at all times, conduct his work in a manner satisfactory to the Chief Engineer of the Railroad, or his authorized representative, and shall exercise care so as to not damage the property of the Railroad or to interfere with the operations of the Railroad.

The Chief Engineer of the Railroad, or his authorized representative, will at all times have jurisdiction over the safety of railroad operations, and the decision of the Chief Engineer or his authorized representative as to procedures which may affect the safety of railroad operations shall be final, and the contractor must be governed by such decision.

All work shall be conducted in such a manner as will assure the safety of the Railroad. The Railroad's authorized representative shall have the right, but not the duty, to require certain procedures be used or to supervise the work on the Railroad's property.

Should any damage occur to railroad property as a result of contractor's operations, and the Railroad deems it necessary to repair such damage or to perform any work for the protection of its property, the required materials, labor and equipment shall be furnished by the Railroad, and the contractor shall reimburse the Railroad for any costs so incurred.

PART B

If the contractor requires the construction of a temporary grade crossing across the track(s) of the Railroad for use during the construction of the improvement, the contractor shall make the necessary arrangements with the Railroad for the construction, protection and later removal of such temporary grade crossing, and contractor shall promptly reimburse the Railroad for the costs of such temporary grade crossing construction, protection, maintenance and removal on the basis of the Railroad's bills, to be rendered monthly.

The contractor shall at no time cross the Railroad's property or track(s) with vehicles or equipment of any kind or character except at such temporary grade crossing as may be constructed as outlined herein, or at an existing and open public grade crossing.

PART C

Any flagging protection or watchman services required by the Railroad for the safety of railroad operations because of work being performed by the contractor, or in connection therewith, will be provided by the Railroad and the cost thereof shall be reimbursed to the Railroad on the basis of the Railroad's bills, to be rendered monthly. The requirements of the Railroad are as follows:

The services of at least one (1) and possibly two (2) watchmen or flagmen will be required during: any excavation, placing and removal of cofferdams or sheeting, driving of foundation piling and placing of the concrete footings adjacent to the track(s); construction and removal of any falsework, bracing or forms over or adjacent to the track(s); moving construction material or equipment across the track; the setting or placing of beams or girders over or adjacent to any track(s); any construction operations involving direct interference with the Railroad's track(s) or traffic, fouling of railroad operating clearances or reasonable probability of accidental hazard to railroad traffic; or whenever men or equipment will be working within the Railroad Right of way. If an existing structure is to be removed, the services of at least one (1) and possibly two (2) watchmen or flagmen will be required during the removal of that portion of the existing structure immediately over or adjacent to any track. Flagmen will also be furnished whenever, in the opinion of the Railroad's Chief Engineer, such protection is needed.

In order that the Railroad may be prepared to furnish protective services, the contractor shall notify the Railroad five (5) days in advance of when the protective services will be needed.

PART D

The rates of pay for the Railroad protective services is one thousand dollars (\$1000.00) for an eight (8) hour day during the regularly assigned hours, one hundred fifty dollars (\$150.00) per hour for overtime, all as in effect at the time the work is performed.

The contractor shall prepay for flagging services based on expected length of project and will be reimbursed the difference from actual useage.

PART E

If, in the opinion of the Chief Engineer of the Railroad or his authorized representative, the work is being conducted in a manner considered unsafe for Railroad operations, the contractor shall cease his operations and immediately make such provisions as may be deemed necessary to correct any such undesirable condition(s) and, if, in the opinion of the Chief Engineer of the Railroad or his authorized representative, such provisions as made by the contractor are not adequate to protect train operations or the property of the Railroad, the Railroad shall, with its own forces, proceed with the necessary work to correct conditions considered undesirable or unsafe for Railroad operation's, at the expense of said contractor.

PART F

The following temporary clearances are the minimum which must be maintained at all times during the construction operations:

Vertical: 21' above top of highest rail
Horizontal: 12' from centerline of nearest track, measured at right angles thereto

If lesser clearances than the above are required for any part of the work, the contractor shall secure written authorization from the Chief Engineer of the Railroad for such lesser clearances in advance of the start of work of that portion of the project along, on, over or adjacent to the property or track(s) of the Railroad.

The contractor shall not store any materials, supplies or equipment closer than 25'-0" from the centerline of any railroad track, measured at right angles thereto.

PART G

The contractor shall, upon completion of the work: remove from within the limits of the property of the Railroad, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of said contractor; remove the

approaches to any temporary grade crossing(s) constructed for the contractor's use, restoring same as nearly as practicable to conform to the adjoining terrain; remove any accumulated silt in Railroad's side ditches, restoring proper flow thereto, employ erosion control measures as appropriate to prevent further siltation until ground cover is reestablished; and in all other respects leave said property in a neat condition satisfactory to the Chief Engineer of the Railroad or his authorized representative.

PART H

Nothing in these Special Provisions shall be construed to place any responsibility on the Railroad for the quality or conduct of the work performed by the contractor hereunder. Any approval given or supervision exercised by the Railroad hereunder, or failure of Railroad to object to any work done, material used, or method of operation shall not be construed to relieve the contractor of any obligations pursuant hereto or under the agreement these Special Provisions are appended to.

Office of Chief Engineer
Grand Trunk Western Railroad Company

EXHIBIT C

(Construction and Maintenance Agreement)

CONSTRUCTION AND MAINTENANCE AGREEMENT

THIS AGREEMENT dated as of the 11th 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
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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

Paul E. Ladue
Region Director Contracts & Administration

Date: 4/11/2013

CITY OF TROY

By: Dane Slater

Printed: Dane Slater

Title: Mayor

Date: April 8, 2013

By: M. Aileen Bittner

Printed: M. Aileen Bittner

Title: Clerk

Date: April 8, 2013

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**
- **Schieede 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

Exhibit B



CITY OF TROY
MULTI-MODAL
TRANSIT FACILITY

PROJECT NO. 2013-05-011
PROJECT NAME: THE ROSSLYN CORRIDOR OF THE METROPOLITAN TRANSIT AUTHORITY
SHEET NO. 1
DATE: 11/15/13

SCALE: 1" = 40'

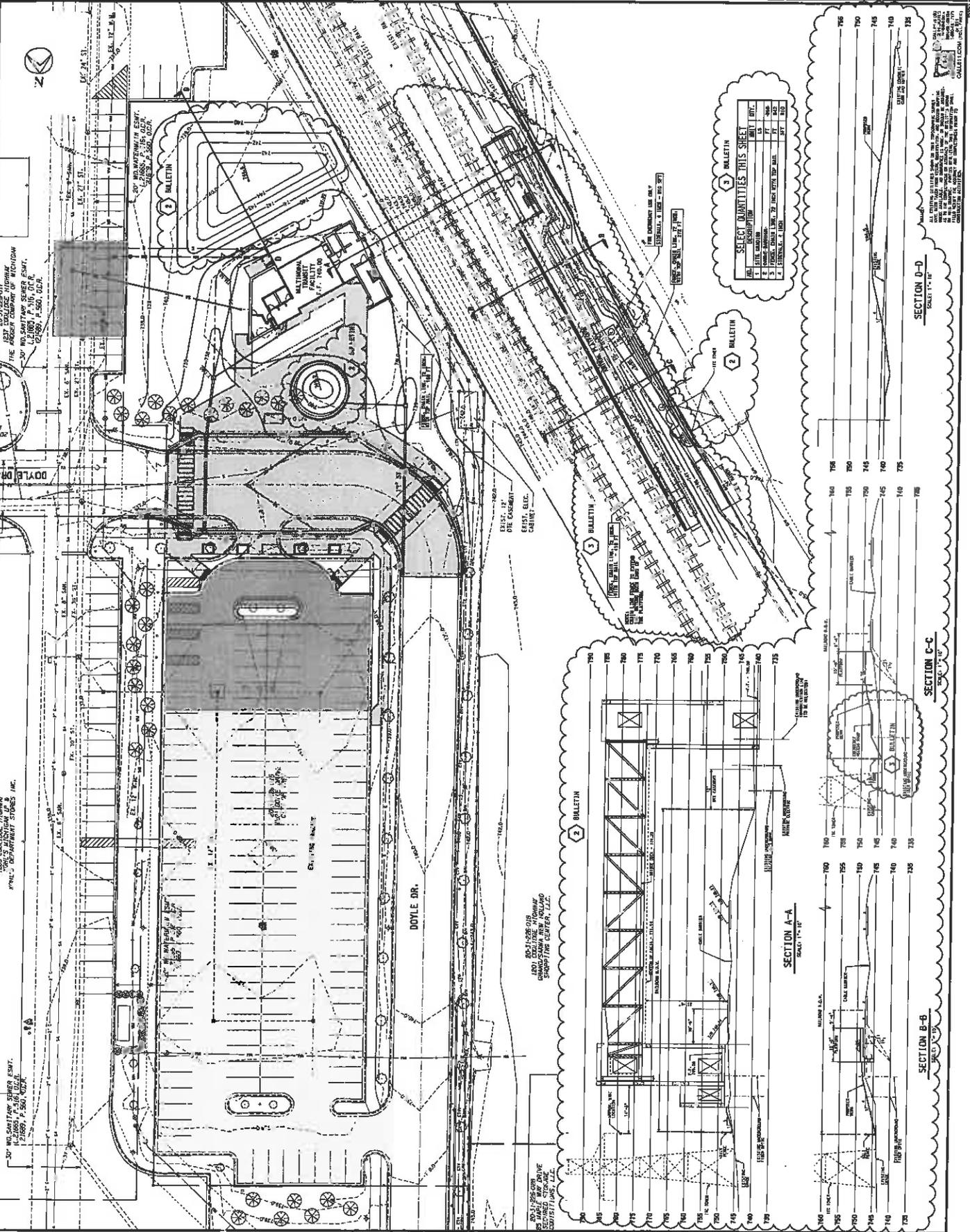
DATE: 11/15/13

BY: [Signature]

DESIGNED BY: [Firm Name]

CHECKED BY: [Firm Name]

APPROVED BY: [Firm Name]



2013-05-011
1800 DOYLE DRIVE
SPRINGFIELD, MA 01104
ARCHITECT: [Firm Name]

2013-05-011
1800 DOYLE DRIVE
SPRINGFIELD, MA 01104
ARCHITECT: [Firm Name]

2013-05-011
1800 DOYLE DRIVE
SPRINGFIELD, MA 01104
ARCHITECT: [Firm Name]

DATE	NO.	BY	FOR
10/1/00	1001	J. J.

GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF TROY AND THE STATE OF ALABAMA.
2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
3. ALL EXCAVATIONS SHALL BE PROTECTED BY SHIELDING AND BRACING TO PREVENT COLLAPSE.
4. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES.
5. ALL MATERIALS SHALL BE STORED AND HANDLED IN ACCORDANCE WITH LOCAL AND STATE REGULATIONS.
6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION ACTIVITIES.
7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES.
9. ALL MATERIALS SHALL BE TESTED AND APPROVED BY A QUALIFIED ENGINEER.
10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY MEASURES AND SIGNALING.
11. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY OF TROY SPECIFICATIONS.
12. THE CONTRACTOR SHALL MAINTAIN ADEQUATE COMMUNICATIONS WITH THE CITY OF TROY.
13. ALL MATERIALS SHALL BE STORED AND HANDLED IN ACCORDANCE WITH LOCAL AND STATE REGULATIONS.
14. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION ACTIVITIES.
15. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES.
17. ALL MATERIALS SHALL BE TESTED AND APPROVED BY A QUALIFIED ENGINEER.
18. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY MEASURES AND SIGNALING.
19. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY OF TROY SPECIFICATIONS.
20. THE CONTRACTOR SHALL MAINTAIN ADEQUATE COMMUNICATIONS WITH THE CITY OF TROY.

STRUCTURAL DESIGN DETAILS

LIKELINE

SOILS

FOUNDATION

RETAINMENT WALL

CONCRETE

STEEL

BRICK

MASS CONCRETE

GRAVEL

CLAY

SAND

ROCK

FOUNDATION

RETAINMENT WALL

CONCRETE

STEEL

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ROCK

FOUNDATION

RETAINMENT WALL

CONCRETE

STEEL

BRICK

MASS CONCRETE

GRAVEL

CLAY

SAND

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FOUNDATION

RETAINMENT WALL

CONCRETE

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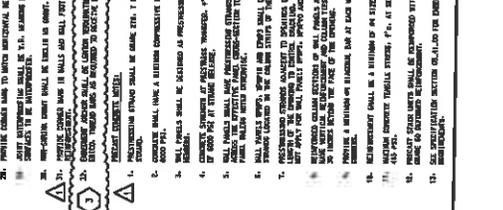
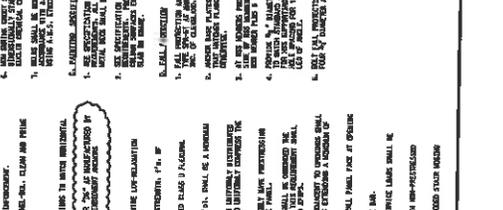
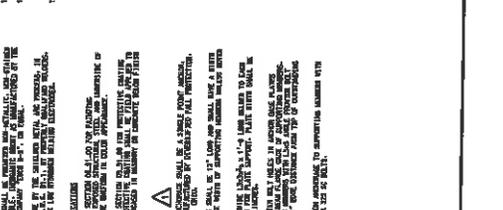
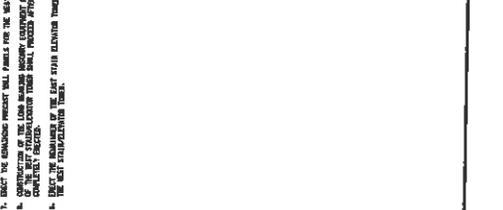
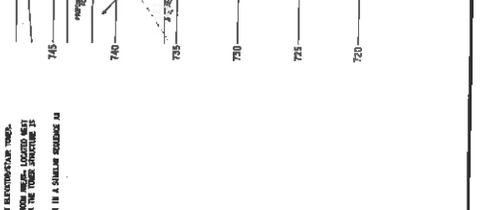
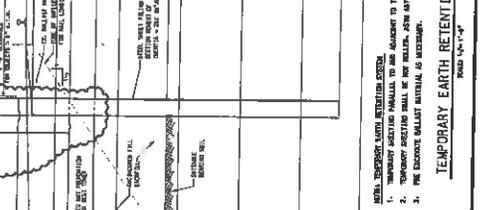
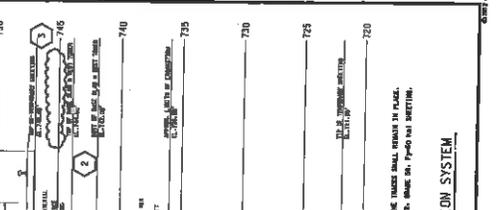
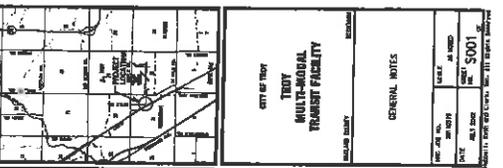
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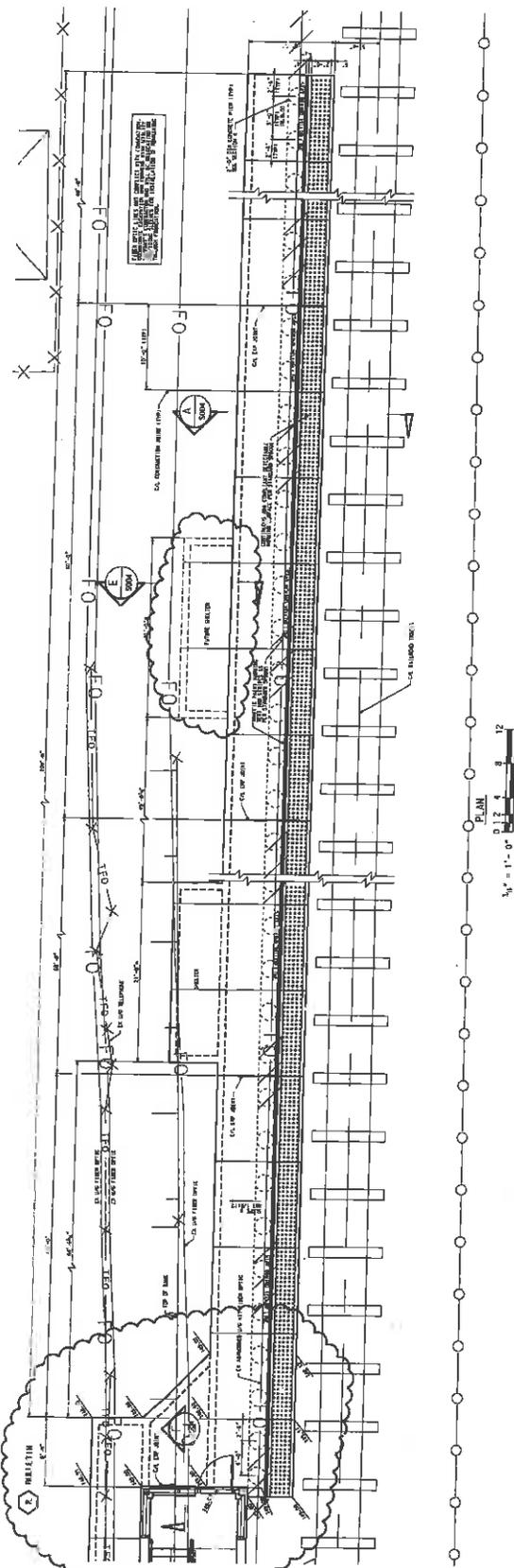
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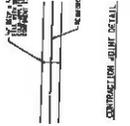
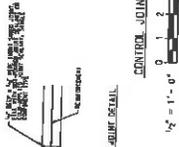
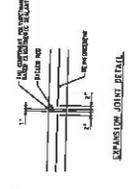
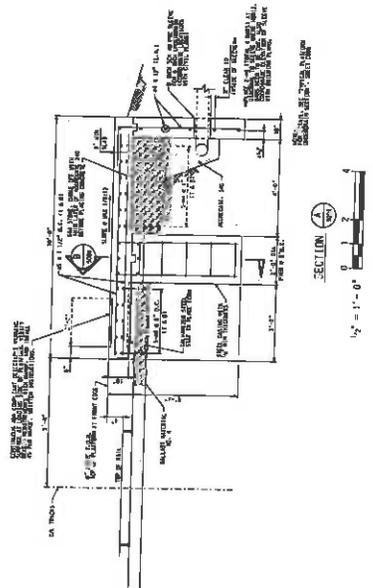
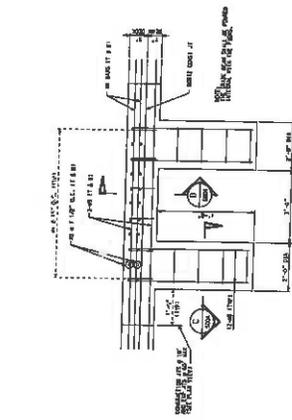
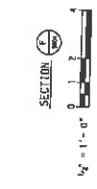
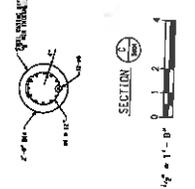
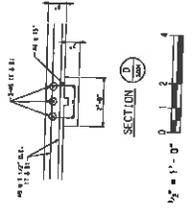
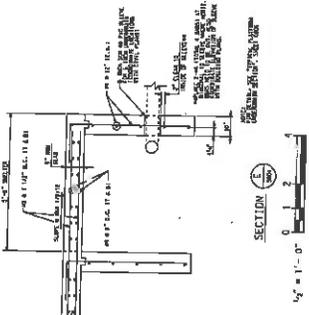
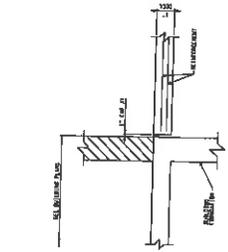


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5	08/15/11	ISSUED FOR PERMIT
6	08/15/11	ISSUED FOR PERMIT
7	08/15/11	ISSUED FOR PERMIT
8	08/15/11	ISSUED FOR PERMIT
9	08/15/11	ISSUED FOR PERMIT
10	08/15/11	ISSUED FOR PERMIT



NOTE:
 SEE SHEET FOR REINFORCEMENT
 AND CONNECTION DETAILS.

NOTE:
 SEE SHEET FOR REINFORCEMENT
 AND CONNECTION DETAILS.



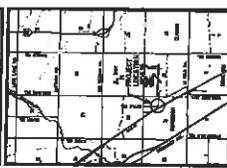
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 2. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS SHALL BE TO SURFACE UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS SHALL BE TO SURFACE UNLESS OTHERWISE NOTED.



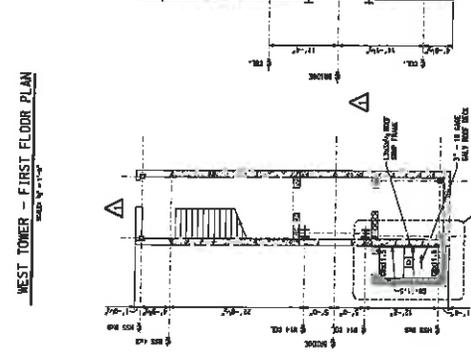
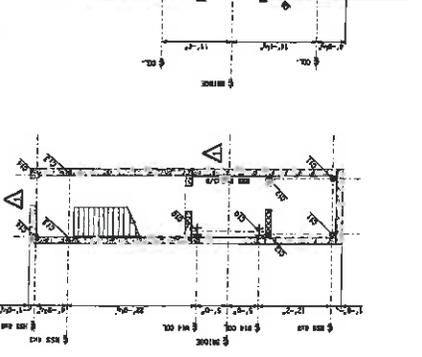
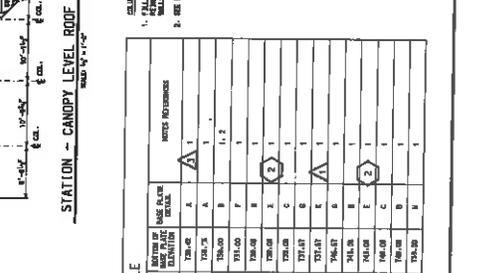
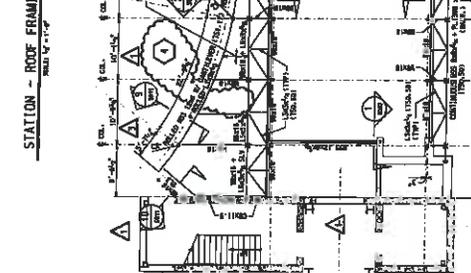
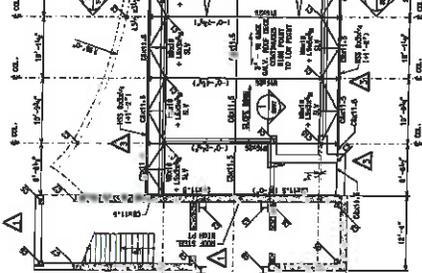
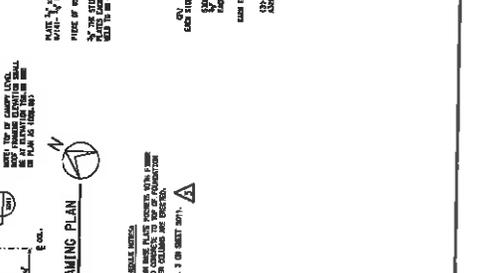
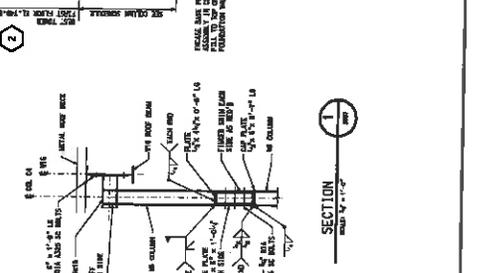
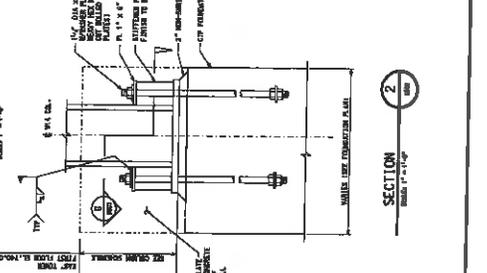
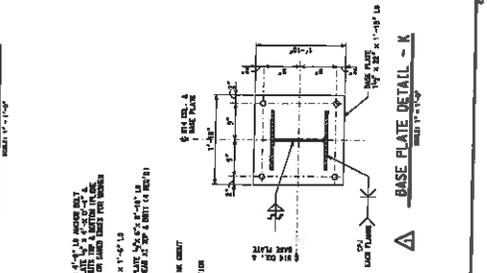
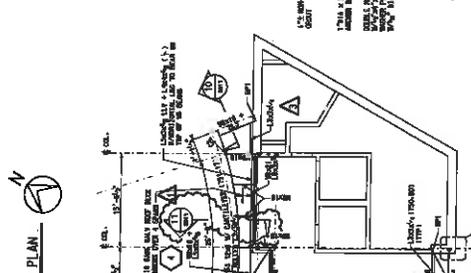
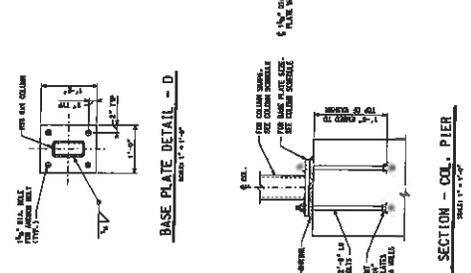
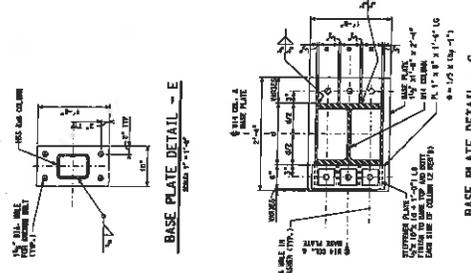
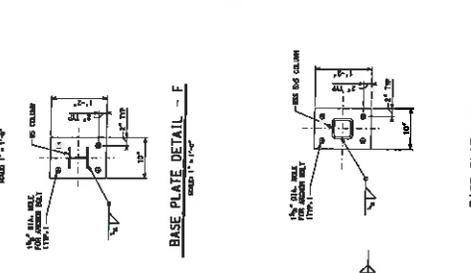
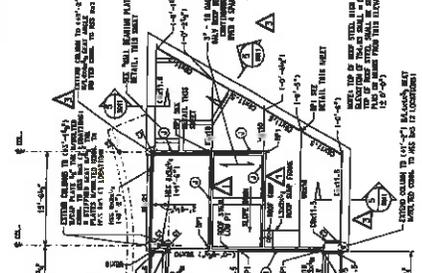
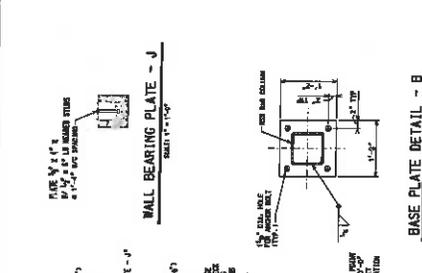
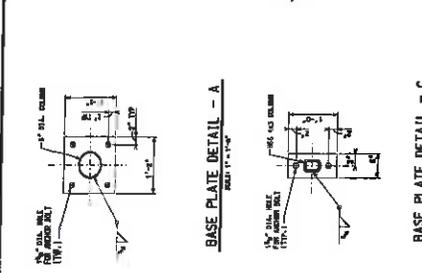
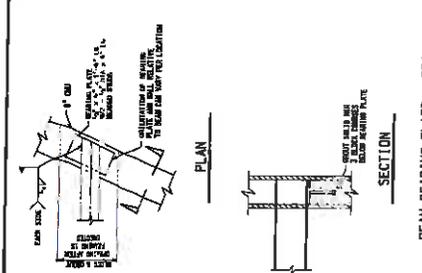
ENGINEER
 ARCHITECT
 1000 N. 10TH ST.
 TROY, MI 48060
 (313) 485-1000
 www.cityof Troy.com

CONTRACT NO. 15-0000000000
 PROJECT NO. 15-0000000000
 SHEET NO. 5007

NO.	REVISION	DATE
1	ISSUED FOR PERMITS	07/20/15
2	REVISED PER COMMENTS	08/10/15
3	REVISED PER COMMENTS	08/10/15
4	REVISED PER COMMENTS	08/10/15
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9	REVISED PER COMMENTS	08/10/15
10	REVISED PER COMMENTS	08/10/15



CITY OF TROY
 MULTI-MODAL
 TRANSIT FACILITY
 BUILDING AND SERVICE CHOPY
 FRAMING DETAILS
 SECTIONS & DETAILS
 SHEET NO. 5007
 DATE: 07/20/15



COLUMN SCHEDULE

NO.	DESCRIPTION	SECTION	REMARKS
1	4" DIA. X 12' H. CONCRETE COLUMN	A	SEE DETAIL 1 FOR CONNECTION TO COLUMN
2	6" DIA. X 12' H. CONCRETE COLUMN	B	SEE DETAIL 1 FOR CONNECTION TO COLUMN
3	8" DIA. X 12' H. CONCRETE COLUMN	C	SEE DETAIL 1 FOR CONNECTION TO COLUMN
4	10" DIA. X 12' H. CONCRETE COLUMN	D	SEE DETAIL 1 FOR CONNECTION TO COLUMN
5	12" DIA. X 12' H. CONCRETE COLUMN	E	SEE DETAIL 1 FOR CONNECTION TO COLUMN
6	14" DIA. X 12' H. CONCRETE COLUMN	F	SEE DETAIL 1 FOR CONNECTION TO COLUMN
7	16" DIA. X 12' H. CONCRETE COLUMN	G	SEE DETAIL 1 FOR CONNECTION TO COLUMN
8	18" DIA. X 12' H. CONCRETE COLUMN	H	SEE DETAIL 1 FOR CONNECTION TO COLUMN
9	20" DIA. X 12' H. CONCRETE COLUMN	I	SEE DETAIL 1 FOR CONNECTION TO COLUMN
10	22" DIA. X 12' H. CONCRETE COLUMN	J	SEE DETAIL 1 FOR CONNECTION TO COLUMN
11	24" DIA. X 12' H. CONCRETE COLUMN	K	SEE DETAIL 1 FOR CONNECTION TO COLUMN
12	26" DIA. X 12' H. CONCRETE COLUMN	L	SEE DETAIL 1 FOR CONNECTION TO COLUMN
13	28" DIA. X 12' H. CONCRETE COLUMN	M	SEE DETAIL 1 FOR CONNECTION TO COLUMN
14	30" DIA. X 12' H. CONCRETE COLUMN	N	SEE DETAIL 1 FOR CONNECTION TO COLUMN
15	32" DIA. X 12' H. CONCRETE COLUMN	O	SEE DETAIL 1 FOR CONNECTION TO COLUMN
16	34" DIA. X 12' H. CONCRETE COLUMN	P	SEE DETAIL 1 FOR CONNECTION TO COLUMN
17	36" DIA. X 12' H. CONCRETE COLUMN	Q	SEE DETAIL 1 FOR CONNECTION TO COLUMN
18	38" DIA. X 12' H. CONCRETE COLUMN	R	SEE DETAIL 1 FOR CONNECTION TO COLUMN
19	40" DIA. X 12' H. CONCRETE COLUMN	S	SEE DETAIL 1 FOR CONNECTION TO COLUMN
20	42" DIA. X 12' H. CONCRETE COLUMN	T	SEE DETAIL 1 FOR CONNECTION TO COLUMN
21	44" DIA. X 12' H. CONCRETE COLUMN	U	SEE DETAIL 1 FOR CONNECTION TO COLUMN
22	46" DIA. X 12' H. CONCRETE COLUMN	V	SEE DETAIL 1 FOR CONNECTION TO COLUMN
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24	50" DIA. X 12' H. CONCRETE COLUMN	X	SEE DETAIL 1 FOR CONNECTION TO COLUMN
25	52" DIA. X 12' H. CONCRETE COLUMN	Y	SEE DETAIL 1 FOR CONNECTION TO COLUMN
26	54" DIA. X 12' H. CONCRETE COLUMN	Z	SEE DETAIL 1 FOR CONNECTION TO COLUMN



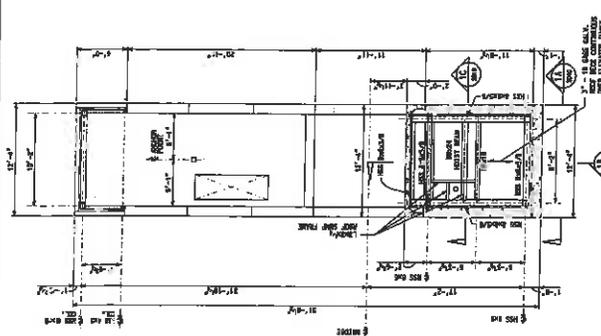
City of Troy
 Engineering Division
 100 West Main Street
 Troy, NY 12186
 (518) 262-3000
 www.ci.troy.ny.us

PROJECT NO. 11-11-11
 SHEET NO. 5008
 DATE: JUL 2011

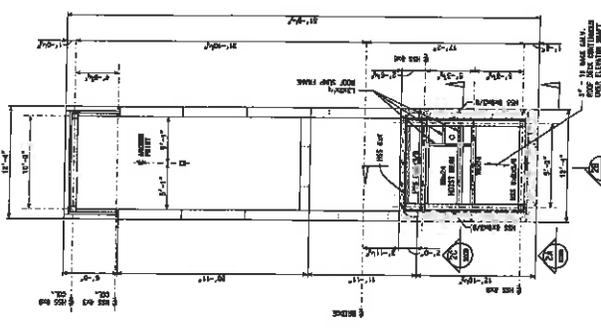
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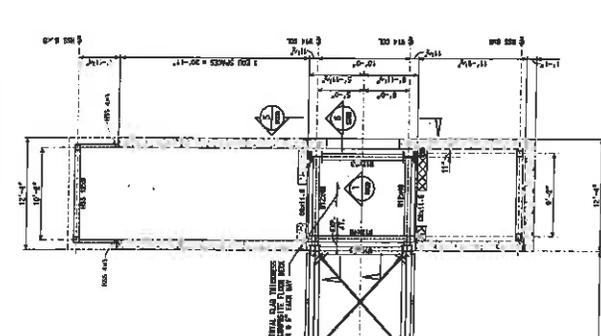
CITY OF TROY
 TROY
 HEALTH & SOCIAL
 TRANSIT FACILITY
 BRIDGE FRAMING PLANS
 SHEET NO. 5008
 DATE: JUL 2011



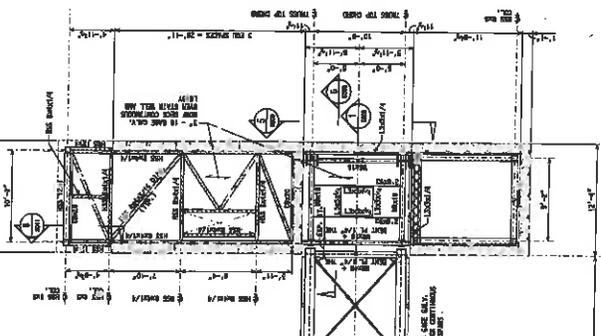
EAST TOWER
 ELEVATOR ROOF FRAMING PLAN
 SCALE: 1/4" = 1'-0"



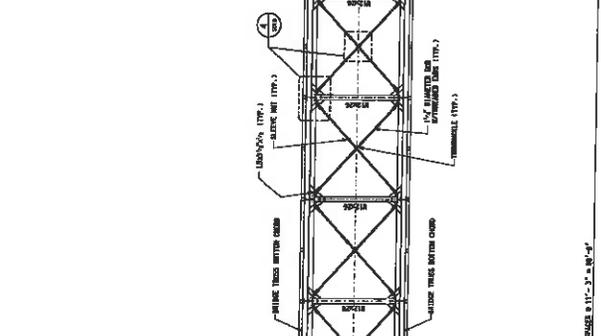
WEST TOWER
 ELEVATOR ROOF FRAMING PLAN
 SCALE: 1/4" = 1'-0"



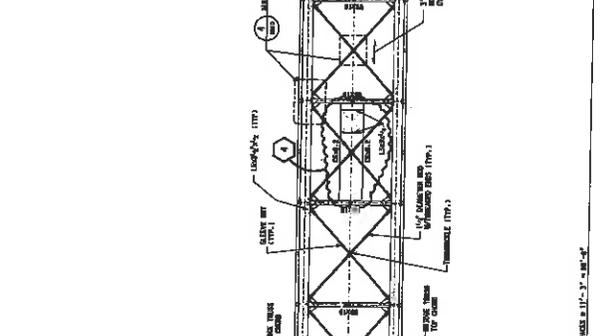
CROSS OVER FLOOR / TRUSS BOTTOM CHORD - FRAMING PLAN
 SCALE: 1/4" = 1'-0"



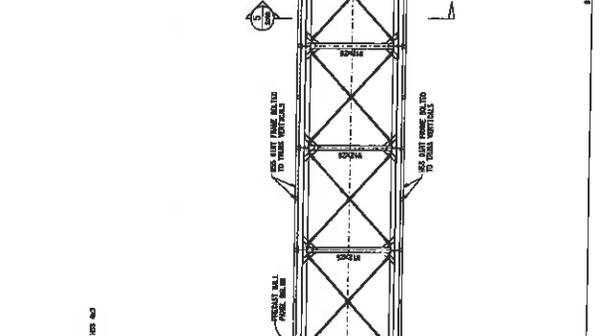
TOWER ROOF / TRUSS TOP CHORD - FRAMING PLAN
 SCALE: 1/4" = 1'-0"



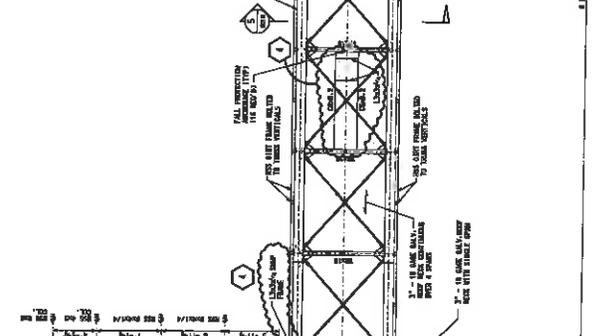
EAST TOWER
 ELEVATOR ROOF FRAMING PLAN
 SCALE: 1/4" = 1'-0"



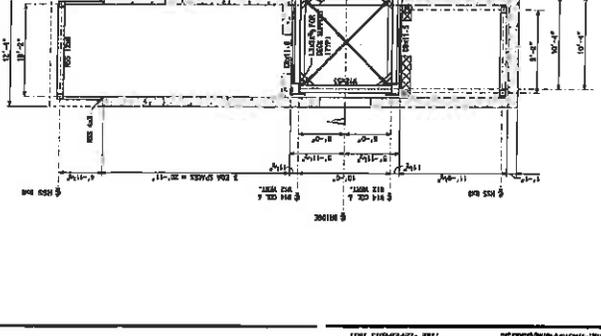
WEST TOWER
 ELEVATOR ROOF FRAMING PLAN
 SCALE: 1/4" = 1'-0"



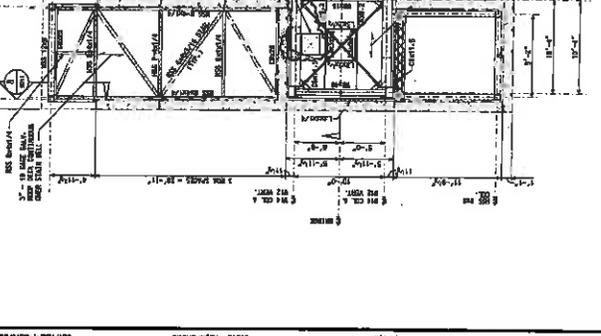
CROSS OVER FLOOR / TRUSS BOTTOM CHORD - FRAMING PLAN
 SCALE: 1/4" = 1'-0"



TOWER ROOF / TRUSS TOP CHORD - FRAMING PLAN
 SCALE: 1/4" = 1'-0"



EAST TOWER
 ELEVATOR ROOF FRAMING PLAN
 SCALE: 1/4" = 1'-0"



WEST TOWER
 ELEVATOR ROOF FRAMING PLAN
 SCALE: 1/4" = 1'-0"



City of Troy
 100 N. Front Street
 Troy, NY 12180
 (518) 262-3000
 www.cityof Troy.org

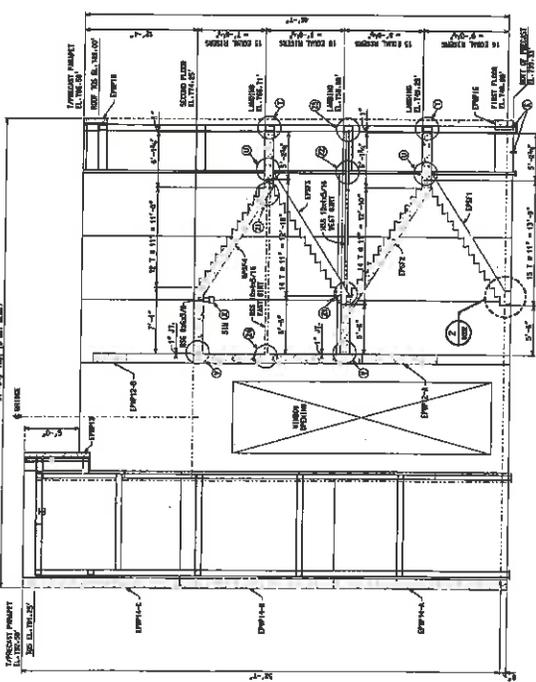
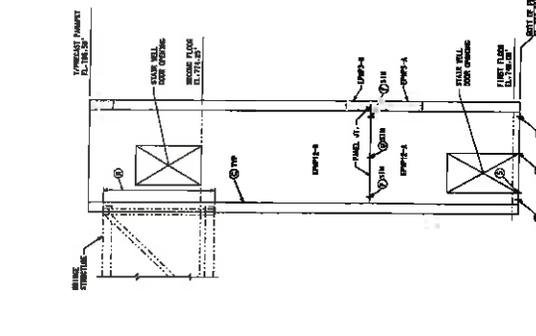
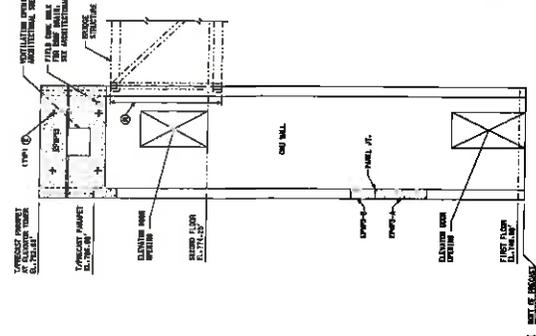
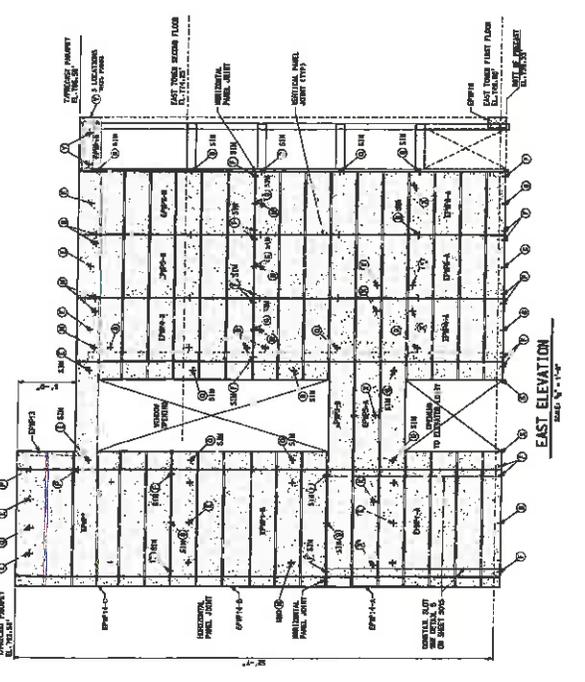
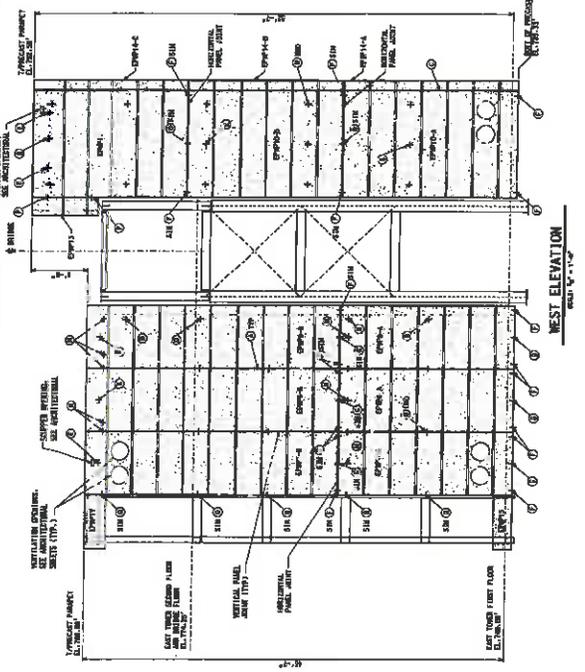
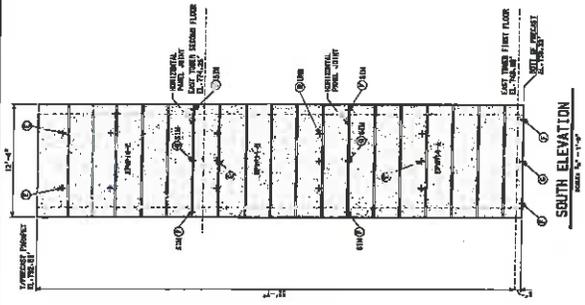
Architect
 100 N. Front Street
 Troy, NY 12180
 (518) 262-3000
 www.cityof Troy.org

NO. 100	NO. 101	NO. 102	NO. 103	NO. 104	NO. 105	NO. 106	NO. 107	NO. 108	NO. 109	NO. 110	NO. 111	NO. 112	NO. 113	NO. 114	NO. 115	NO. 116	NO. 117	NO. 118	NO. 119	NO. 120



CITY OF TROY
TRANSIT FACILITY
 PRECAST PANEL ELEVATIONS AND CROSS SECTIONS

DATE: 07/15/14
 DRAWN: JACOBSON
 CHECKED: JACOBSON
 SCALE: AS SHOWN
 SHEET NO: S014



- DETAIL**
1. PRECAST WALL PANELS AT CORNER SHALL BE ENCASED AND SHALL PROVIDE AN ANGLE WALL.
 2. PRECAST WALLS AT THE ELEVATION SHOWN AND AS SHOWN SHALL BE ENCASED TO TERMINATE AT CORNER WALL.

ENTIRE SHEET
 ISSUED FOR ADDENDUM

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.erailsafe.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.erailsafe.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,

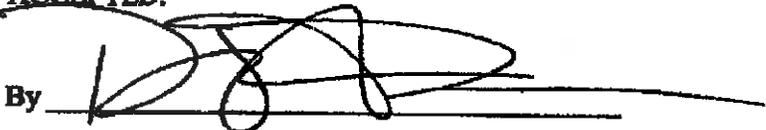
Grand Trunk Western Railroad Company

By 

Title Manager of Public Works

Date 11/1/12

ACCEPTED:

By 

Print Damon V. Tooles

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.

**EASEMENT AGREEMENT BETWEEN GRAND TRUNK WESTERN
RAILROAD COMPANY AND THE CITY OF TROY, MICHIGAN.**

THIS EASEMENT AGREEMENT is entered into this _____ day of _____, 2013, by and between GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan corporation (hereinafter referred to as “GRANTOR”) and the CITY OF TROY, a Michigan municipal corporation (hereinafter referred to as “GRANTEE”).

RECITALS

WHEREAS, GRANTOR is the owner of certain real property legally described in Exhibit A, and depicted in Exhibit B, both attached hereto and incorporated herein by reference (hereinafter referred to as the “EASEMENT PREMISES”); and

WHEREAS, GRANTEE has plans to build a new Multi-Modal Transit Facility (“MMTF”) on property owned by GRANTEE adjacent to and northeasterly of GRANTOR’S railroad right of way for the purpose of replacing the existing railroad station in adjacent Birmingham, Michigan; and

WHEREAS, portions of GRANTEE’S pedestrian bridge, stair/elevator tower, and platform (collectively “GRANTEE’S FACILITIES”) will be located on that property of GRANTOR as legally described in said Exhibit A and depicted on said Exhibit B by virtue of this easement and a separate license agreement for the overhead pedestrian bridge; and

WHEREAS, GRANTOR has agreed to grant GRANTEE a permanent non-exclusive easement for the purposes set forth herein on the EASEMENT PREMISES.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the parties hereby agree that:

1. **RECITALS INCORPORATED.** The foregoing recitals are incorporate herein by reference as though fully set forth.

1. **EASEMENT GRANT.** GRANTOR, or a consideration of One and 00/100 Dollar (\$1.00), the receipt of which is hereby acknowledged, grants to GRANTEE and its successors, or assigns a permanent non-exclusive easement (the "EASEMENT") on the EASEMENT PREMISES, legally described in said Exhibit A for GRANTEE'S FACILITIES in connection with the use, maintenance, and repair of the new MMTF located on GRANTEE'S adjacent property, and for no other purposes whatsoever without the prior written consent of GRANTOR. GRANTOR shall honor the easement rights of GRANTEE provided for in this Agreement, and GRANTEE and its, officers, employees, agents or invitees shall not permit any use of the EASEMENT PREMISES that would harm or damage the EASEMENT PREMISES or drainage and railroad related improvements constructed by GRANTOR within the EASEMENT PREMISES or GRANTOR'S adjacent property.

2. **EASEMENT CONDITIONS.** This grant of EASEMENT shall be subject to the following conditions and GRANTOR would not agree to this grant without GRANTEE'S agreement with all of the following conditions:

- a) GRANTEE covenants and agrees that is shall not do nor cause to be done any act that will impede the natural flow of drainage water over the EASEMENT PREMISES as to cause such drainage of water to accumulate on GRANTOR'S property adjacent to the EASEMENT PREMISES to the detriment of GRANTOR'S, its successors and assigns, use and enjoyment of GRANTOR'S adjacent property.
- b) GRANTEE shall be responsible, at GRANTEE'S sole cost and expense, for the construction, maintenance, repair, and replacement of GRANTEE'S FACILITIES located on the EASEMENT PREMISES, which shall include, but not be limited to, (i) utilities, if any, servicing GRANTEE'S FACILITIES; (ii) the removal of any and all debris and snow placed on, the EASEMENT PREMISES and platform (which snow and debris shall not be deposited or pushed onto GRANTOR'S property or tracks) by GRANTEE or GRANTEE'S officers, employees, agents, and invitees; (iii) adequate lighting for the EASEMENT PREMISES and GRANTEE'S proposed use thereof; and (iv) "Close Clearance Signs" to be installed on and around the platform.
- c) GRANTEE shall be responsible, at GRANTEE'S sole cost and expense, for the construction, maintenance, repair, and replacement of intratrack fencing located equidistant between the two adjacent mainline railroad tracks in accordance with the terms of a construction agreement that is entered into between the parties contemporaneously herewith.
- d) GRANTOR reserves the right of access across the EASEMENT PREMISES for any reason deemed by GRANTOR as necessary for GRANTOR'S ongoing and continued railroad operations on GRANTOR'S adjacent property.

- e) GRANTEE'S use of the EASEMENT PREMISES shall extend to GRANTEE's officers, employees, agents, and invitees authorized by GRANTEE.
- f) GRANTEE shall have the right to do or have done all actions in compliance with applicable federal, state and local statutes, necessary or desirable for GRANTEE'S use of the EASEMENT PREMISES as set forth herein.
- g) Prior to entry onto Railroad right-of-way property for any reason, Licensee and any contractor, agent or invitee of Licensee shall be required to enter into a right of entry agreement with Railroad pursuant to the terms of the Construction and Maintenance Agreement which is executed contemporaneously herewith and attached hereto as Exhibit C.

4. **INDEMNITY.** As a further condition for the Easement herein granted, and as a condition without which the EASEMENT would not have been granted, GRANTEE agrees, to the extent permissible by law, unless directly caused by the gross negligence of GRANTOR or its officers, employees or agents, fully to defend, indemnify and save harmless GRANTOR and its officers, employees and agents, from and against any and all claims, demands, actions and causes of action, and to assume all risk, responsibility and liability (including all liability for expenses, attorney's fees and costs incurred or sustained by GRANTOR, whether in defense of any such claims, demands, actions and causes of action or in the enforcement of the indemnification rights hereby conferred),

(a) for death of or injury to any and all persons, including but not limited to the officers, employees, agents, patrons, invitees and licensees of the parties hereto, and for any and all loss, damage or injury to any property whatsoever, including but not limited to that belonging to or in the custody and control of the parties hereto, in whole or in part arising from, growing out of, or in any manner or degree directly or indirectly caused by, attributable to or resulting from the grant or exercise of this EASEMENT, the failure of GRANTEE to conform to the conditions of the EASEMENT, work performed by GRANTOR for GRANTEE, if any, under the terms of the EASEMENT, work performed by GRANTEE under the terms of this EASEMENT, or from the construction, installation, maintenance, repair, renewal, alteration, change, relocation, existence, presence, use, operation or removal of any structure incident thereto, and

(b) for death of or injury to the officers, employees, agents, patrons, invitees and licensees of GRANTEE and for any loss and all loss, damage or injury to their property, and to any property belonging to or in the care, custody or control of GRANTEE, in whole or in part arising from, growing out of, or in any manner or degree directly or indirectly caused by, attributable to or resulting from the conduct of any railroad operations at or near the area in which the herein conferred EASEMENT is granted or exercised.

It is the intention of the parties hereto that GRANTEE shall be solely responsible for all such destruction or damage to property or for personal injury to or death to any persons which would not have occurred if this EASEMENT had never been granted.

5. **INSURANCE.** GRANTEE, for itself, its successors and assigns, covenants and agrees that, prior to any entry onto the EASEMENT PREMISES by contractors retained by GRANTEE, for the construction, maintenance, repair and replacement to any improvements constructed by GRANTEE on the EASEMENT PREMISES, shall procure and maintain from GRANTEE's contractors during the life of this EASEMENT, COMMERCIAL GENERAL LIABILITY INSURANCE with a minimum combined limit of \$5,000,000 per occurrence, with an aggregate limit of \$10,000,000 per annual policy period and said insurance shall be deemed primary as it relates to this EASEMENT. GRANTEE shall furnish to GRANTOR a certificate evidencing that such insurance is in full force and effect during the entire period in which GRANTEE's contractors occupy the EASEMENT PREMISES. GRANTOR shall be named an additional insured on the insurance certificate, and the insurance certificate shall not contain any railroad exclusions.

6. **NOTICE.** Notice required to be given pursuant to this Agreement, shall be by personal delivery, a nationally recognized overnight delivery service, or facsimile as follows:

To GRANTEE: City of Troy, Michigan
 City Hall
 500 W. Big Beaver Street
 Troy, Michigan 48084
 Attn: City Engineer
 Fax: 248- _____

To GRANTOR: Michael F. Deegan
 Regional Manager Business Development and Real Estate
 Grand Trunk Western Railroad Company
 17641 S. Ashland Avenue
 Homewood, IL 60430
 Fax: (708) 332-3514

With a copy to: Paul E. Ladue
 Director Regional Contracts
 Grand Trunk Western Railroad Company
 17641 S. Ashland Avenue
 Homewood, IL 60430
 Fax: (708) 332-3673

All notices shall be deemed given upon the time of delivery or transmission by facsimile. Either party by notice to the other may change or add persons and places where notices are to be sent or delivered pursuant to the provisions of this paragraph.

7. **TERM.** The term of this EASEMENT shall be perpetual, and the rights granted by this EASEMENT and the promises and obligations contained herein shall terminate and expire if for any reason (a) GRANTEE serves notice upon GRANTOR pursuant to Section Six (6) above that it no longer intends to use the EASEMENT PREMISES for the purposes herein set forth; or (b) GRANTEE ceases to use the EASEMENT PREMISES for the purposes set forth herein for a continuous period of two (2) years.

8. **ENTIRE AGREEMENT.** This instrument contains the entire agreement between the parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect, and modifications to this EASEMENT must be in writing and must be signed by all parties to this EASEMENT.

9. **COVENANT RUNNING WITH THE LAND.** This EASEMENT and the promises contained in this Agreement shall be a covenant running with the land and shall be binding upon GRANTEE, GRANTOR and any of their lessees, successors in interest, heirs, tenants, devisees and assigns from and after the date of execution by the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

10. **LAW GOVERNING.** The laws of the State of Michigan shall govern the terms of this Agreement both as to interpretation and performance.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the day and year first above written.

GRANTEE: CITY OF TROY, MICHIGAN

By: _____
Name:
Title:

Witness:

Witness:

By: _____
Print Name

By: _____
Print Name:

State of Michigan)
) ss.
County of Oakland)

I, the undersigned, a Notary Public in and for said County, in the State of Michigan, DO CERTIFY THAT _____, personally known to me to be the same person whose name is subscribed to this document, and personally known to me to be the _____ of the City of Troy, a Michigan municipal corporation, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed, and delivered said instrument as his free and voluntary act, for the uses and purposes set forth herein.

Given under my hand and notarial seal this _____ day of _____, 2013.

- NOTARY SEAL -

Notary Public

GRANTOR: GRAND TRUNK WESTERN RAILROAD COMPANY

By: _____

Name: Michael F. Deegan

Title: Regional Manager Business Development and Real Estate

Witness:

Witness:

By: _____

Print Name

By: _____

Print Name:

State of Illinois)
) ss.
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, DO CERTIFY THAT Michael F. Deegan, personally known to me to be the same person whose name is subscribed to this document, and personally known to me to be the Regional Manager Business Development and Real Estate of Grand Trunk Western Railroad Company, a Michigan corporation, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed, and delivered said instrument as his free and voluntary act, for the uses and purposes set forth herein.

Given under my hand and notarial seal this _____ day of _____, 2013.

- NOTARY SEAL -

Notary Public

THIS DOCUMENT WAS PREPARED BY:
Michael Matteucci
Counsel
Grand Trunk Western Railroad Company
17641 S. Ashland Avenue
Homewood, IL 60430
Telephone: 708-332-3541

After recording, return this document to:
City of Troy, Michigan
City Hall
500 W. Big Beaver Street
Troy, Michigan, 48084
Attn: City Engineer
Telephone: 248-524-1147

EXHIBIT "A" / LEGAL DESCRIPTION

See attached Description of Property

02-04-13
20110519
Rev. 02-14-13

DESCRIPTION OF PROPERTY

All that part of the Northeast ¼ of Section 31, T2N, R11E, City of Troy, Oakland County, Michigan taken for Grand Trunk Western Rail Road.

Subject to reservations, restrictions, and easements of record, if any.

DESCRIPTION OF PLATFORM AND STAIR/ELEVATOR TOWER

That part of the Northeast ¼ of Section 31, T2N, R11E, City of Troy, Oakland County, Michigan, described as: Beginning at a point distant S01°40'27"W 87.00 feet and N88°09'00"W 1,413.07 and S01°59'00"W 1,575.03 feet to a point on the Easterly right of way line of the Grand Trunk Rail Road and 131.03 feet along the said right of way line on a curve to the right, said curve having a radius of 22,961.83 feet, a central angle of 00°19'37" and a chord bearing S29°16'45"E 131.03 feet and S62°10'05"W 65.49 feet to a point being 5.33 feet (5 feet 4 inches) from the centerline of the West rail road track; thence S62°10'05"W 31.05 feet to a point on the Westerly right of way line of the Grand Trunk Rail Road; thence N28°03'44"W 282.07 feet along said right of way line; thence N61°56'39"E 31.27 feet to the East face/edge of the train platform, said platform face being 5.33 feet (5 feet 4 inches) from the centerline of the West rail road track; thence along said East face/edge of train platform on a curve parallel to the West rail road track and a curve to the right 173.82, said curve having a radius of 15,405.94 feet, a central angle of 00°38'47" and a chord bearing S28°08'57"E 173.82 feet; thence continuing along said East face/edge of train platform 108.38 feet, said curve having a radius of 35,543.78 feet, a central angle of 00°10'29" and a chord bearing S27°48'10"E 108.38 feet to the Point of Beginning. Said easement contains 8,879 square feet, or 0.204 acres, more or less.

EXHIBIT "B" / SURVEY PLAT

SKETCH OF EASEMENT

PLATFORM AND STAIR/ELEVATOR TOWER 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" = 50'

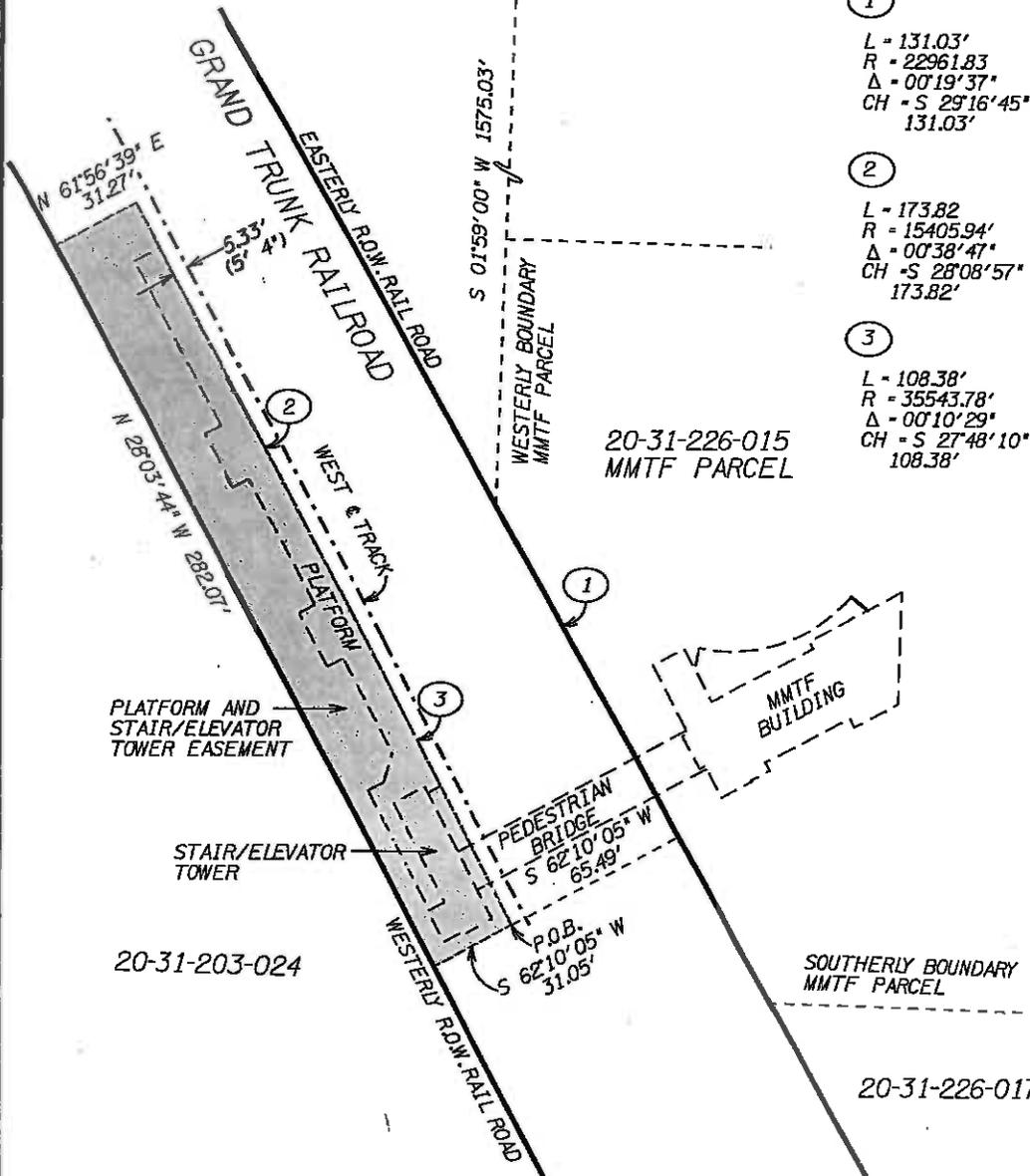
20-31-226-029

CURVE DATA:

(1)
L = 131.03'
R = 22961.83
Δ = 00°19'37"
CH = S 29°16'45" E
131.03'

(2)
L = 173.82
R = 15405.94'
Δ = 00°38'47"
CH = S 28°08'57" E
173.82'

(3)
L = 108.38'
R = 35543.78'
Δ = 00°10'29"
CH = S 27°48'10" E
108.38'



TIME - 14-FEB-2013 14:54
 PFW TBI - Humanly Publishing/plotcast.pb
 QMBIE - N/Ampat/Survey/Inpd_C00001.TBI - TMS/8/9/10/11/12/13/14/15/16/17/18/19/20/21/22/23/24
 DEFSTION FILE - W20110520110519V0110519_je03_je04.ascpn
 USER NAME - Dbaert

REV.02-14-13

JOB NO. 20110519	HUBBELL, ROTH & CLARK, INC. CONSULTING ENGINEERS 555 HULET DRIVE BLOOMFIELD HILLS, MICH.	SHEET NO. 1
DATE 02-04-13		OF 2

EXHIBIT "C"
(Construction and Maintenance Agreement)

CONSTRUCTION AND MAINTENANCE AGREEMENT

THIS AGREEMENT dated as of the 11th 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
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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

Paul E. Ladue
Region Director Contracts & Administration

Date: 4/11/2013

CITY OF TROY

By: Dane Slater

Printed: Dane Slater

Title: Mayor

Date: April 8, 2013

By: M. Aileen Bittner

Printed: M. Aileen Bittner

Title: Clerk

Date: April 8, 2013

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**
- **Schieede 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

Exhibit B

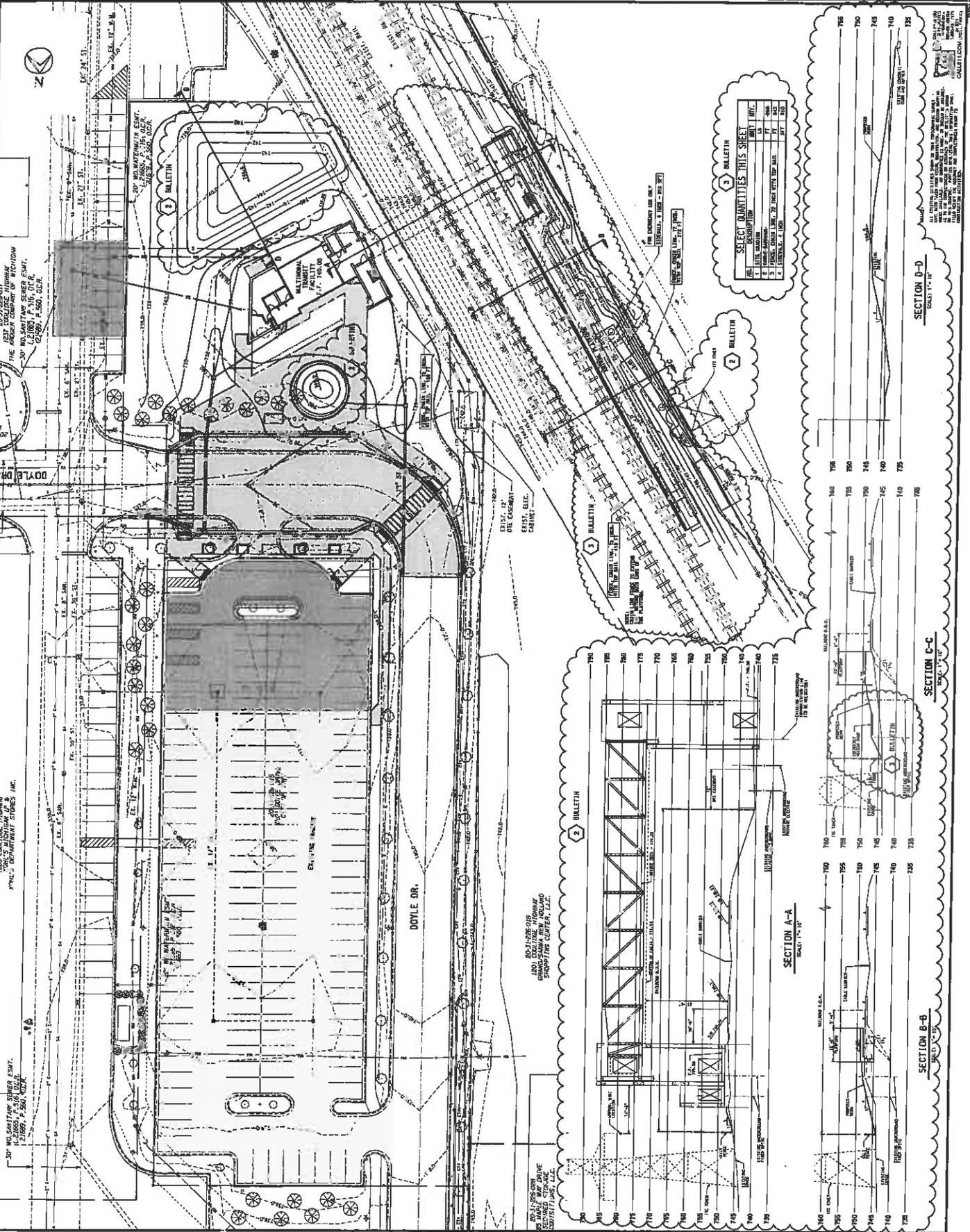


CITY OF TROY
MULTI-MODAL
TRANSIT FACILITY

PROJECT NO. 2013-05-011
 PROJECT NAME: THE RASCALY COMPANY OF MICHIGAN
 200 W. SANTIAGO SERVER ESMT.
 LANSING, MI 48201
 200 W. SANTIAGO SERVER ESMT.
 LANSING, MI 48201

DATE: 11-20-13
 DRAWN BY: J. B. BROWN
 CHECKED BY: J. B. BROWN
 PROJECT ENGINEER: J. B. BROWN

SCALE: 1" = 10'-0"



2013-05-011
 THE RASCALY COMPANY OF MICHIGAN
 200 W. SANTIAGO SERVER ESMT.
 LANSING, MI 48201
 200 W. SANTIAGO SERVER ESMT.
 LANSING, MI 48201

2013-05-011
 THE RASCALY COMPANY OF MICHIGAN
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 LANSING, MI 48201

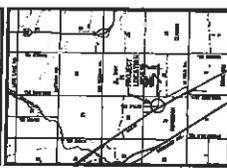
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 LANSING, MI 48201
 200 W. SANTIAGO SERVER ESMT.
 LANSING, MI 48201



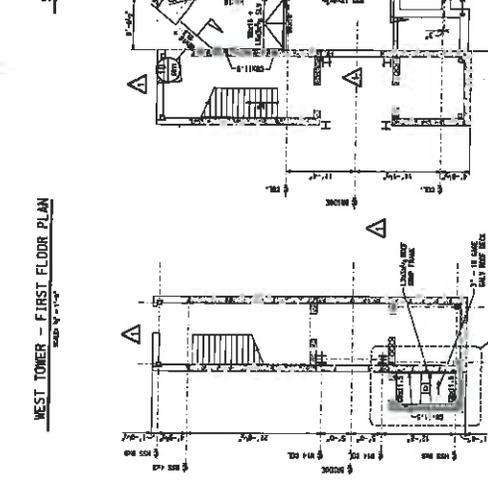
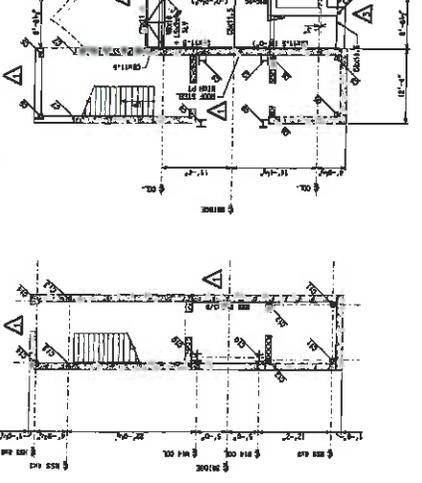
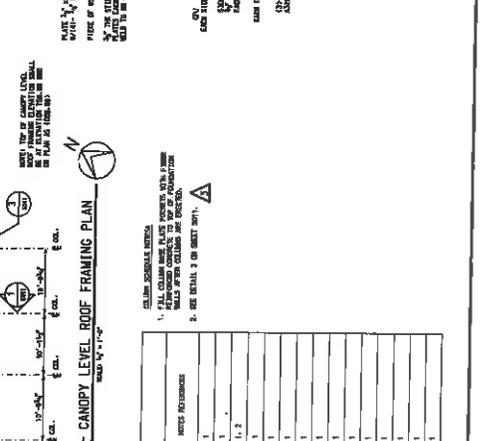
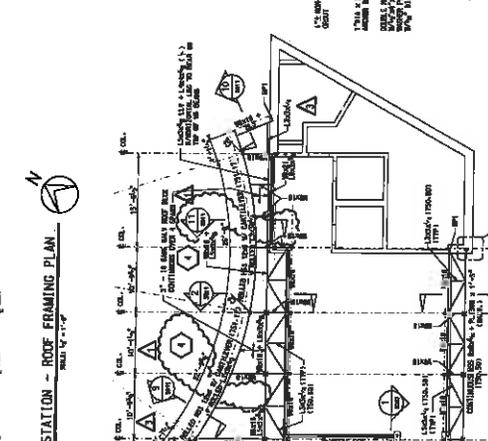
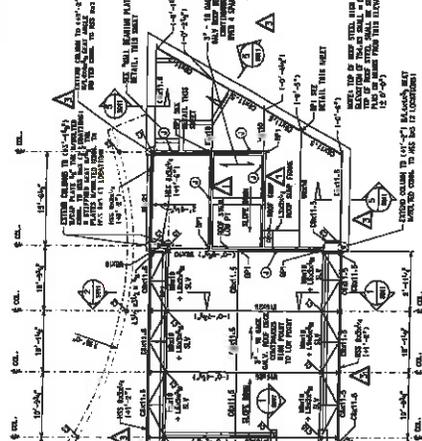
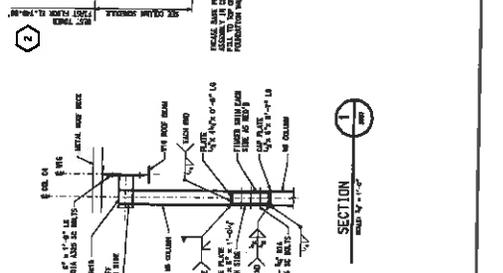
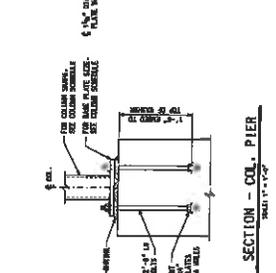
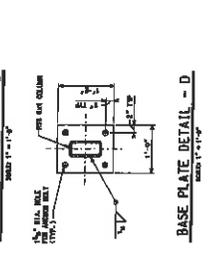
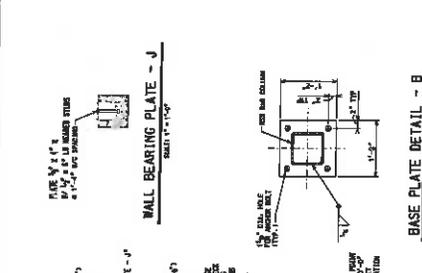
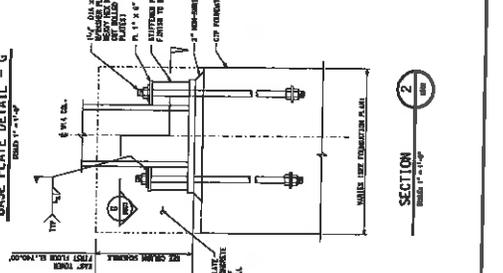
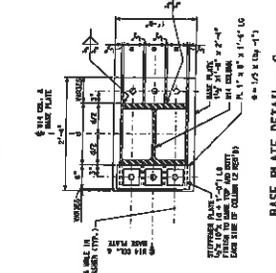
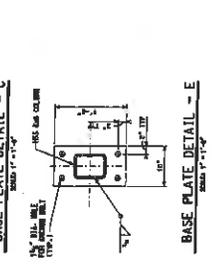
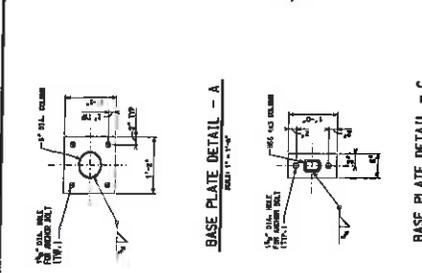
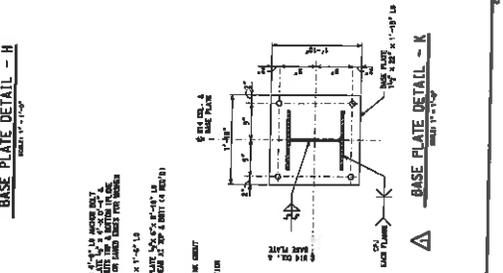
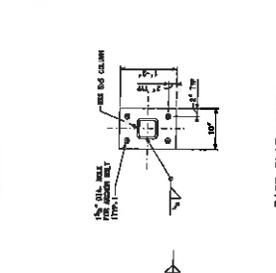
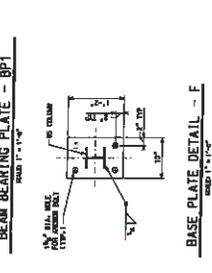
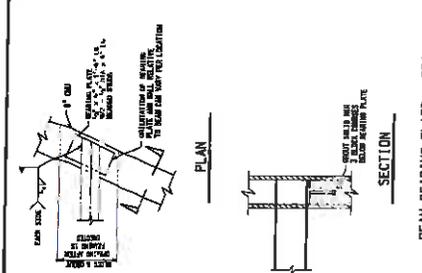
ENGINEER
 ARCHITECT
 CONSULTING ENGINEER
 1400 W. 10th St.
 Troy, MI 48060
 (313) 487-2000
 www.troyengineering.com

PROJECT NO. 15-00000
 SHEET NO. 5007
 DATE: 07/20/15

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	07/20/15
2	REVISIONS	



CITY OF TROY
 MULTI-MODAL
 TRANSIT FACILITY
 BUILDING AND SERVICES COMPLY
 WITH ALL APPLICABLE
 PERMITS AND REGULATIONS
 SECTION 5 - DETAILS



COLUMN SCHEDULE

COLUMN MARK	COLUMN SIZE	BASE PLATE SIZE	NUMBER OF REINFORCING BARS	REINFORCING BARS	NOTES
C1	12" x 12" x 12"	12" x 12" x 12"	4	4 #4	
C2	12" x 12" x 12"	12" x 12" x 12"	4	4 #4	
C3	12" x 12" x 12"	12" x 12" x 12"	4	4 #4	
C4	12" x 12" x 12"	12" x 12" x 12"	4	4 #4	
C5	12" x 12" x 12"	12" x 12" x 12"	4	4 #4	
C6	12" x 12" x 12"	12" x 12" x 12"	4	4 #4	
C7	12" x 12" x 12"	12" x 12" x 12"	4	4 #4	
C8	12" x 12" x 12"	12" x 12" x 12"	4	4 #4	
C9	12" x 12" x 12"	12" x 12" x 12"	4	4 #4	
C10	12" x 12" x 12"	12" x 12" x 12"	4	4 #4	
C11	12" x 12" x 12"	12" x 12" x 12"	4	4 #4	
C12	12" x 12" x 12"	12" x 12" x 12"	4	4 #4	
C13	12" x 12" x 12"	12" x 12" x 12"	4	4 #4	
C14	12" x 12" x 12"	12" x 12" x 12"	4	4 #4	
C15	12" x 12" x 12"	12" x 12" x 12"	4	4 #4	
C16	12" x 12" x 12"	12" x 12" x 12"	4	4 #4	
C17	12" x 12" x 12"	12" x 12" x 12"	4	4 #4	
C18	12" x 12" x 12"	12" x 12" x 12"	4	4 #4	
C19	12" x 12" x 12"	12" x 12" x 12"	4	4 #4	
C20	12" x 12" x 12"	12" x 12" x 12"	4	4 #4	

1. ALL COLUMN BASE PLATES CONFORM WITH ALL APPLICABLE PERMITS AND REGULATIONS.
 2. SEE DETAIL 3 ON SHEET 5011.



CITY OF TROY
 COMMUNITY DEVELOPMENT
 100 N. MAIN ST., 3RD FLOOR
 TROY, MI 48063-1500
 TEL: 313.486.2000
 FAX: 313.486.2001

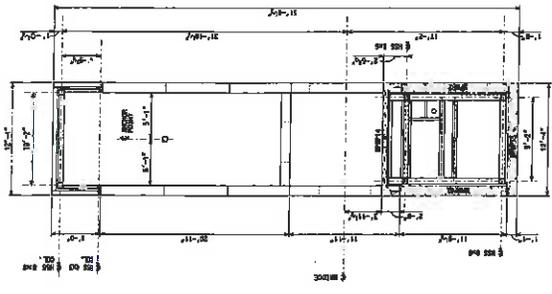
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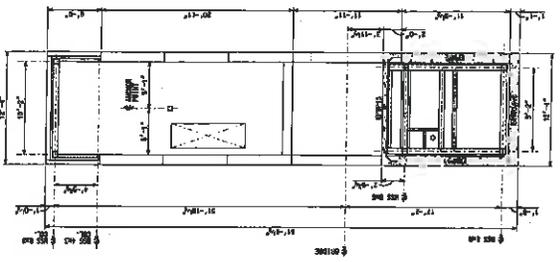
CITY OF TROY
TROY
MULTI-MINERAL
TRANSIT FACILITY

PROJECT NO. 15012
 SHEET NO. 5012

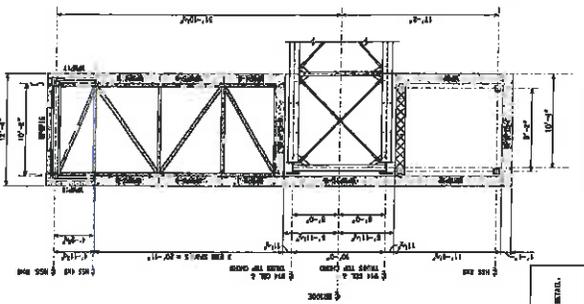
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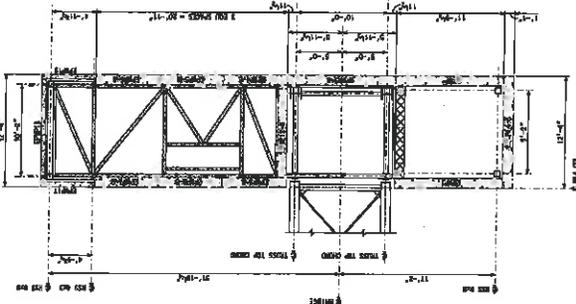
WEST STAIR/ELEVATOR
ELEVATOR ROOF PLAN
 SCALE: 1/8" = 1'-0"



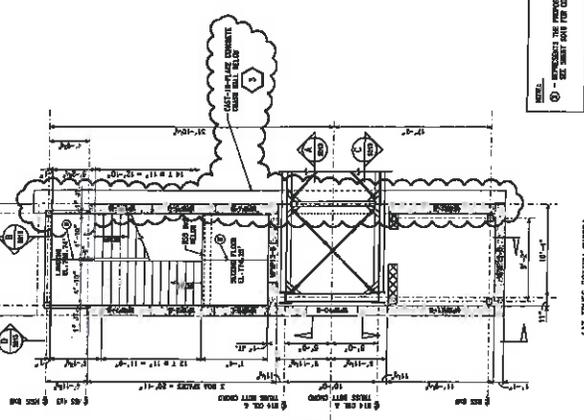
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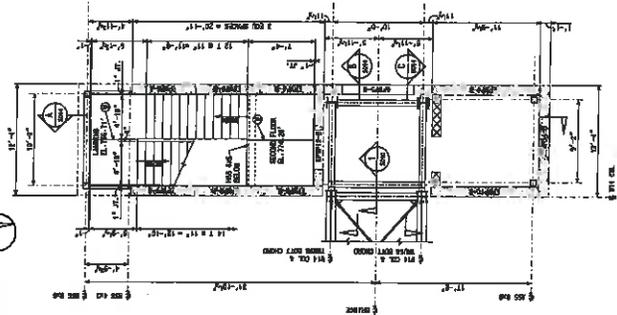
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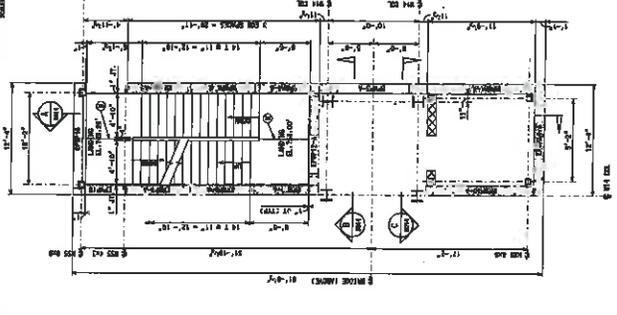
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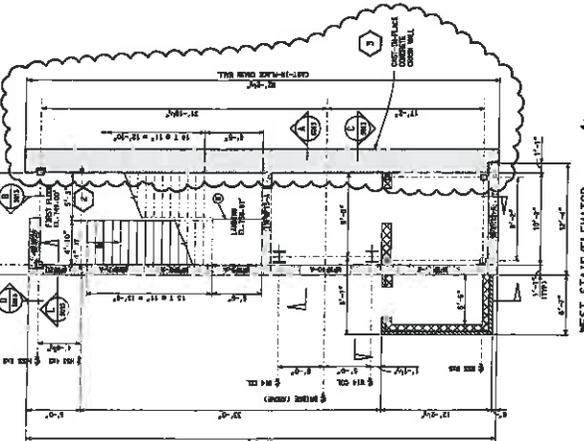
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SECOND FLOOR PLAN
 SCALE: 1/8" = 1'-0"



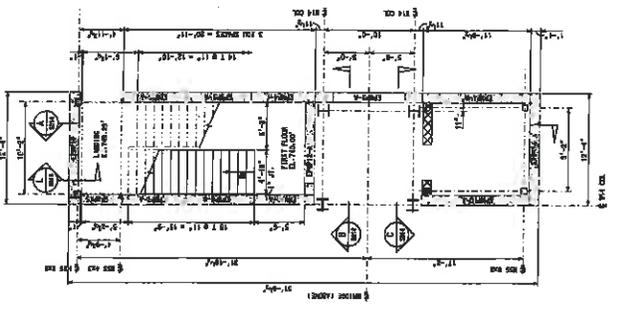
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EAST STAIR/ELEVATOR
INTERMEDIATE STAIR PLAN
 SCALE: 1/8" = 1'-0"



WEST STAIR/ELEVATOR
FIRST FLOOR PLAN
 SCALE: 1/8" = 1'-0"



EAST STAIR/ELEVATOR
FIRST FLOOR PLAN
 SCALE: 1/8" = 1'-0"

NOTE:
 1. REPRESENTS THE PROPOSED PROJECT CONSTRUCTION DETAILS.
 2. SEE SHEET 5013 FOR CONNECTION DETAILS.

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 TIME: 10:00 AM
 SCALE: 1/8" = 1'-0"

DATE: 11/11/2025
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DATE: 11/11/2025
 TIME: 10:00 AM
 SCALE: 1/8" = 1'-0"

DATE: 11/11/2025
 TIME: 10:00 AM
 SCALE: 1/8" = 1'-0"



City of Troy
 100 N. Front Street
 Troy, NY 12180
 (518) 262-3000
 www.cityof Troy.org

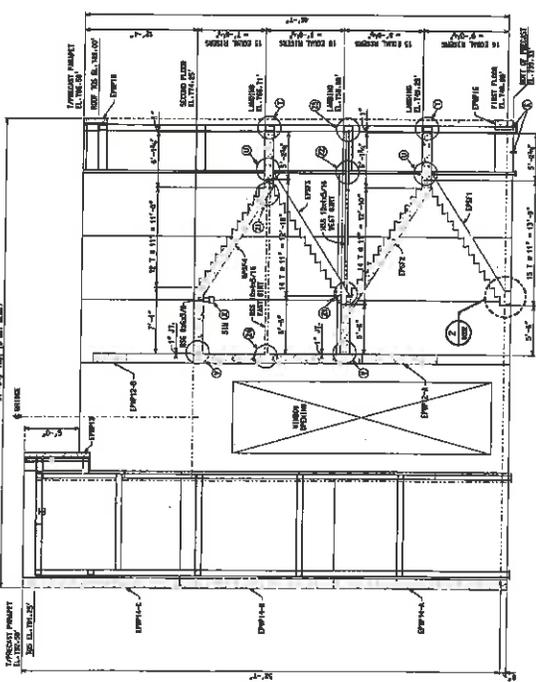
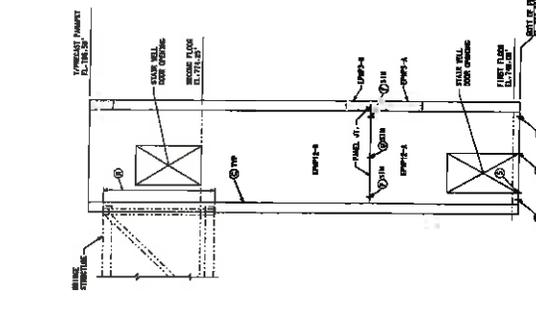
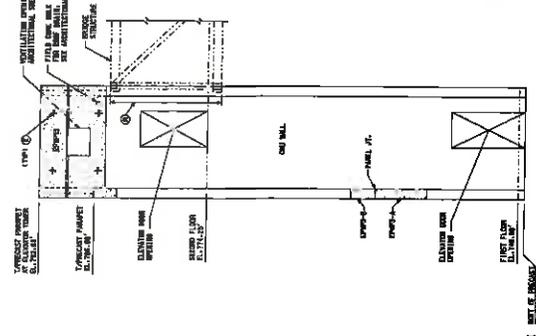
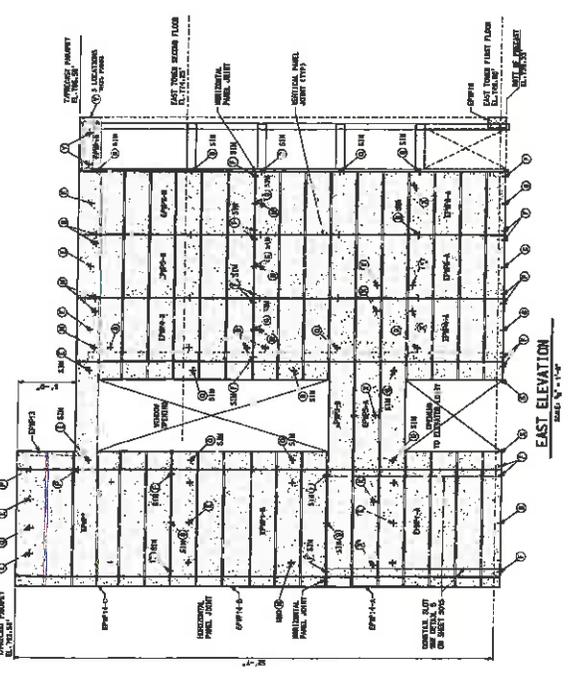
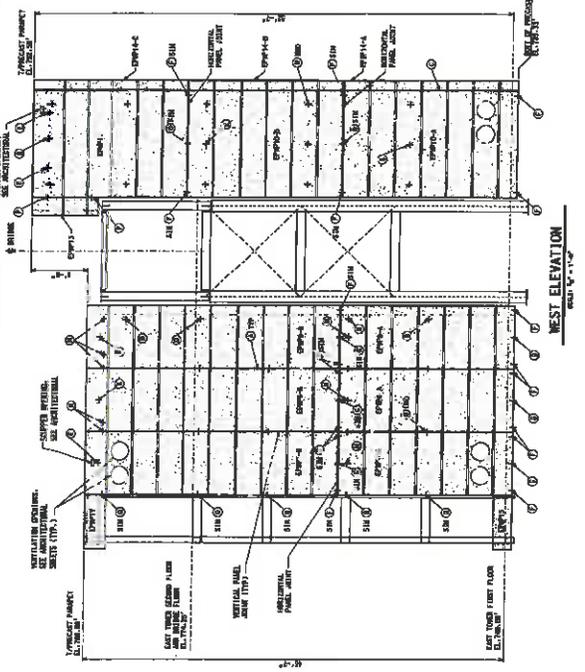
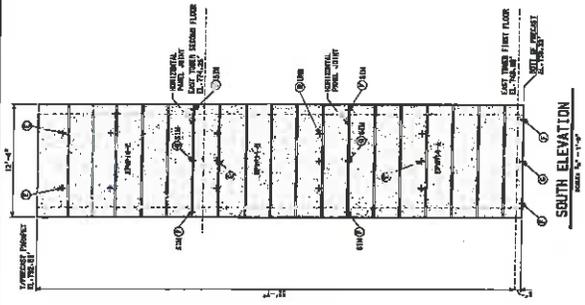
Architect
 100 N. Front Street
 Troy, NY 12180
 (518) 262-3000
 www.cityof Troy.org

NO. 100	NO. 101	NO. 102	NO. 103	NO. 104	NO. 105	NO. 106	NO. 107	NO. 108	NO. 109	NO. 110	NO. 111	NO. 112	NO. 113	NO. 114	NO. 115	NO. 116	NO. 117	NO. 118	NO. 119	NO. 120	



CITY OF TROY
TRANSIT FACILITY
 PRECAST PANEL ELEVATIONS AND CROSS SECTIONS

DATE: 07/15/14
 DRAWN: JACOBUS
 CHECKED: JACOBUS
 SCALE: AS SHOWN
 SHEET NO: S014



- DETAIL**
1. PRECAST WALL PANELS AT CORNER SHALL BE ENCASED AND SHALL PROVIDE AN ANGLE WALL.
 2. PRECAST WALLS AT THE ELEVATION SHOWN AND AS SHOWN BE ENCASED TO TERMINATE AT CORNER WALL.

ENTIRE SHEET
 ISSUED FOR ADDENDUM

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.erailsafe.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.erailsafe.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,

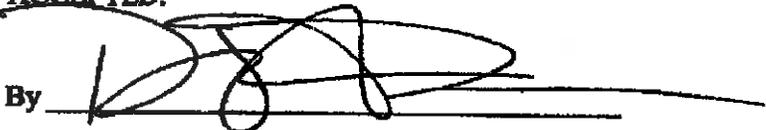
Grand Trunk Western Railroad Company

By 

Title Manager of Public Works

Date 11/1/12

ACCEPTED:

By 

Print Damon V. Tooles

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: May 20, 2013

To: Brian Kischnick, City Manager

From: Tom Darling, Director of Financial Services
 Timothy Richnak, Public Works Director
 Richard Shepler, Water and Sewer Superintendent

Subject: Amendment to Chapter 20 and Proposed Water Connection Fees

History A

Chapter 20 Water and Sewer Rates are reviewed annually. This chapter contains water and sewer rates and fees.

The current water rate is set at \$30.35 per 1,000 cubic feet of water and the current sewer rate is set at \$24.80 per 1,000 cubic feet of water consumption. The rates for fiscal year 2013/14 are proposed to remain unchanged at the current rate.

The current water connection fees have been in place since 2008 with labor and material costs remaining consistent over this period. In the 111th Congress (2009-2010) S.3874 – Reduction of lead in Drinking Water Act was passed that provides pipe, pipe fittings, plumbing fittings, or fixtures shall be “lead free”. Uses of these lead free materials are required as of January 2014.

As a result material cost has increased considerable. Chapter 20, Section 4 Water Connection Fee states that “Such fees shall not be less than the cost of materials, installation and overhead attributable to the particular service. “ The proposed Water Connection Fees – Effective July 1, 2013 will reestablish these fees at not less than the costs of materials, installation and overhead.

The City Council establishes the rate and fee schedule by resolution.

History B

In Chapter 20, Section 6 Collection it states that “Where the water service to any premises is turned off to enforce the payment of water service charges or sewage disposal charges, the water service shall not be resumed until delinquent charges have been paid and a deposit as in the case of tenants is made, and there shall be a water turn-on charge of Twenty-Five (\$25.00) Dollars.”

The \$25.00 fee is not consistent with the current water turn off/on Service Charge Fee of \$50. To establish consistency and in Section 6 Collection it is proposed that this sentence be restated replacing “there shall be water turn on charge of Twenty-Five (\$25.00) Dollars” with “there shall be assessed a water turn off/on Service Charge Fee.



CITY COUNCIL AGENDA ITEM

Financial

The proposed water connection fee schedule will re-establish the cost not less than the cost of materials, installation and overhead.

The change to Chapter 20, Section 6 Collection in addition to establishing consistency re-establishes the cost not less than the cost of materials, installation and overhead.

Recommendation A

City Management and the Public Works Department recommend that the Troy City Council approve by resolution the following water connection and service fee schedule as proposed by staff.

Proposed Water Connection Fees – Effective July 1, 2013

Water Service Meter Size	Labor, Equip, Materials	MTR Install Service Charge	Construction Water	Inspection Fee	Sub Total	Meter + MIU Cost	Total
3/4" Service (5/8" MTR)	Existing SVC Only	\$50.00	\$35.00	\$35.00	\$120.00	\$164.73	\$284.73
1" Service (3/4" MTR)	\$1,477.00	\$50.00	\$35.00	\$35.00	\$1,597.00	\$196.35	\$1,793.35
1-1/2" Service (1" MTR)	\$1,769.00	\$50.00	\$35.00	\$35.00	\$1,889.00	\$235.73	\$2,124.73
2" Service (1-1/2" MTR)	\$2,391.00	\$50.00	\$35.00	\$35.00	\$2,511.00	\$413.80	\$2,924.80
2" Lawn Sprinkler (2D MTR)	\$2,391.00	\$50.00	\$0.00	\$35.00	\$2,476.00	\$528.15	\$3,004.15
3" Service (2" MTR)	*	\$50.00	\$35.00	\$35.00	\$120.00	\$1,481.55	\$1,601.55
4" Service (3" MTR)	*	\$50.00	\$35.00	\$35.00	\$120.00	\$1,835.40	\$1,955.40
6" Service (4" MTR)	*	\$50.00	\$35.00	\$35.00	\$120.00	\$2,615.55	\$2,735.55
8" Service (6" MTR)	*	\$50.00	\$35.00	\$35.00	\$120.00	\$3,329.45**	\$3,449.45

D= Disc

* Contractor Performs Tap

**Variable Dependant Upon Current Market Rate

Recommendation B

City Management and the Public Works Department request that the Troy City Council pass the proposed Chapter 20 ordinance amendment.

(As Needed)

City Attorney's Review as to Form and Legality

Lori Grigg Bluhm, City Attorney

Date

CITY OF TROY
AN ORDINANCE TO AMEND
CHAPTER 20 OF THE CODE
OF THE CITY OF TROY

The City of Troy ordains:

Section 1. Short Title

This Ordinance shall be known and may be cited as an amendment to Chapter 20, Water and Sewer Rates of the Code of the City of Troy.

Section 2. Amendment

Section 6 – Collection, shall be amended as follows:

6. Collection. The Director is hereby authorized to enforce the payment of charges for water service to any premises by discontinuing the water service to such premises and the payment of charges for sewage disposal service to any premises may be enforced by discontinuing either the water service or the sewage disposal service to such premises, or both, and an action of assumpsit may be instituted by the City against the customer. The charges for water service and sewage disposal service which, under the provisions of Act 94, Public Acts of 1933 of the State of Michigan, as amended, are made a lien on the premises to which furnished, are hereby recognized to constitute such lien; and the City Treasurer shall, annually, on April 1, certify all unpaid charges for such services furnished to any premises which, on the 31st day of March preceding, have remained unpaid for a period of six (6) months, to the City Assessor who shall place the same on the next tax roll of the City. Such charges so assessed shall be collected in the same manner as general City Taxes. In cases where the City is properly notified in accordance with said Act 94 of 1933, that a tenant is responsible for water or sewage disposal service charges, no such service shall be commenced or continued to such premises until there has been deposited with the City Treasurer, a sum sufficient to cover three (3) times the average quarterly bill for such premises as estimated by the Director. Where the water service to any premises is turned off to enforce the payment of water service charges or sewage disposal service charges, the water service shall not be resumed until all delinquent charges have been paid ~~and~~ ~~or in the case where tenants are responsible for the bill, as set forth above, the required deposit a deposit as in the case of tenants~~ is made, and ~~there shall be a water turn on charge of Twenty Five (\$25.00) Dollars~~ there shall be assessed a water turn off - on service charge fee. In any other case where, in the discretion of the City Treasurer, the collection of charges for water or sewage disposal service may be difficult or uncertain, he may require a similar deposit. Such deposits may be applied against any delinquent water or sewage disposal service charges and the application thereof shall not affect the right of the Treasurer or Director to turn off the water service and/or sewer service, to any premises for any delinquency thereby satisfied. No such deposit shall bear interest and such deposit, or any remaining balance thereof, shall be returned to the customer making the same when he shall discontinue receiving water and sewage disposal service or, except as to tenants at to whom notice of responsibility for such charges has been filed with the City, when any eight (8) successive quarterly bills shall have been paid by said customer with no delinquency.

Section 3. Repeal

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

Section 4. Savings

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

Section 5. Severability Clause

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

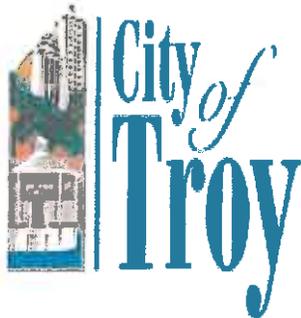
Section 6. Effective Date

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

This Ordinance is enacted by the Council of the City of Troy, Oakland County, Michigan, at a Regular Meeting of the City Council held at City Hall, 500 W. Big Beaver, Troy, MI, on Monday, May 20, 2013.

Dane M. Slater, Mayor

M. Aileen Bittner, CMC
City Clerk



TO: Members of Troy City Council
FROM: Lori Grigg Bluhm, City Attorney *LeB*
 Susan M. Lancaster, Assistant City Attorney *SM*
DATE: April 11, 2013
SUBJECT: Proposed Agreement with Ice Lounge, 5903 John R

The City has received an application for a Smoking Lounge License for Ice Lounge, which is located at 5903 John R. Road (shopping center in the southwest corner of Square Lake and John R. Roads) The license application was submitted by Assen & Aysin, Inc., the operator of the now closed Coffee Net in that same shopping center, which was previously licensed by the State of Michigan, but not the City of Troy. The State of Michigan has already transferred the State Smoker's Lounge license from Coffee Net to Ice, but the business also needs to obtain a license from the City of Troy under Chapter 77.

As a result of the background investigations for the requested license, the City could deny the license application based on the criminal history of the identified manager of Ice, Aysin Yousif. However, Mr. Yousif's sister, Assen, represents that Aysin is not the manager, and has no ownership interest.

Even though Ms. Assen Yousif would qualify for a Smoking Lounge License, City Administration is concerned about granting a license and then having Mr. Aysin Yousif take an active role in managing or operating the business. As a result, Ms. Assen Yousif's attorney has proposed an agreement that would allow her to operate, but would terminate the license if her brother, Aysin Yousif, is on the premises or assuming any operational responsibilities.

The attached agreement was drafted in recognition of the assurances provided by Ms. Assen Yousif that Mr. Aysin Yousif will not manage or have any contact with Ice, the proposed smoking lounge at 5903 John R. Road. Both Mr. Aysin Yousif and also Ms. Assen Yousif are required signatories on the Agreement. In addition to precluding Mr. Aysin Yousif from the premises, the Agreement also requires the business to close at midnight, prohibits persons under 18 years of age from entering into the facility, and addresses the use of adjoining parking lots, and requires owner permission. These are all items that have been raised during the past year at other hookah establishments, and are proposed as amendments to Chapter 77.

Although it is very unusual for the City to enter into such an agreement, City Administration recognizes Ms. Assen Yousif has made a significant investment by closing Coffee Net and renovating the proposed new site. This Agreement represents a potential compromise that still addresses some of the concerns of City Administration (City Clerk, Planning Department, Code Enforcement, Police Department and Fire Department).

A proposed resolution approving the Agreement is attached for your consideration.

Proposed Resolution

RESOLVED, that the Agreement concerning Ice Lounge, 5903 John R Road, between the City of Troy and Aysin & Assen, Inc, is hereby approved; the Mayor and City Clerk are authorized to execute the document, and a copy shall be attached to the original minutes of this meeting.

AGREEMENT

The City of Troy, a Michigan Municipal Corporation, whose address is 500 W. Big Beaver Road, Troy, Michigan 48084 (TROY); Assen Yousif, 3855 Hampton, Sterling Heights, Michigan 48310, individually and as President of Aysin & Assen, Inc., a Michigan Corporation (ASSEN), whose business address is 5903 John R Road, Troy, Michigan 48085; and Aysin Yousif, 3855 Hampton, Sterling Heights, Michigan 48310, individually, (AYSIN) voluntarily enter into this Agreement on this ____ day of May, 2013.

RECITALS:

1. On January 14, 2013, ASSEN applied for a Smoking Lounge License as allowed under Chapter 77 of the Troy City Code. ASSEN was seeking a license to operate a hookah lounge at 5903 John R Road, Troy, Michigan 48085, which was to be known as Ice Hookah Lounge, "ICE". Based on a suspected omission in the application, TROY requested a supplemental application, which was filed on February 11, 2013. Both of these documents were filed by AYSIN at the Troy City Clerk's Office. The February 11, 2013 application materials designate AYSIN, 3855 Hampton Sterling Heights, Michigan as "Manager/Operator" of Ice Lounge, 5903 John R Road, Troy, Michigan 48085.
2. As required by Chapter 77 (6.a) of the Troy City Code, the application was forwarded to the Troy Police Department for review and investigation. The investigation was completed on February 14, 2013. AYSIN had a felony

documentation for Aysin & Assen that was modified since the operation of Coffee Net. This revised documentation lists ASSEN as the only shareholder, and AYSIN is not listed as having any ownership interest or having any official capacity. ASSEN also indicates that AYSIN will not be managing ICE or be on the premises of the business, in light of his criminal history.

7. In order to obtain approval of a smoking lounge license from TROY, ASSEN and AYSIN have agreed to enter into a formal agreement setting out the terms and conditions by which they, individually and as corporate officers of AYSIN & ASSEN, agree to be bound in exchange for the issuance of a smoking lounge license from TROY.
8. ASSEN, AYSIN and AYSIN & ASSEN acknowledge and agree that failure to comply with the terms and conditions as set out in this Agreement may, at the sole discretion of TROY, result in an immediate revocation of the smoking lounge license.

AGREEMENT:

The parties, for the above referenced consideration, agree to the following terms and conditions, as part of an effort to address health and public safety concerns:

1. TROY agrees to approve the application for a smoking lounge license for ICE (a/k/a Ice Hookah Lounge), 5903 John R Road, Troy, Michigan 48085, as requested by ASSEN, conditioned upon compliance with the following terms and conditions:
 - a. AYSIN acknowledges and agrees that he is prohibited from entering onto the premises at 5903 John R. Road, Troy, MI any time of day or night or any date

of the year, and also excluded from any area of the parking lot that services 5903 John R Road or any other stores in the strip shopping center located at the southwest corner of John R. and Square Lake Road, Troy, MI 48085.

AYSIN acknowledges and agrees that under no circumstances is he to be present on the premises, and that includes but is not limited to any time of an emergency, a claimed lack of personnel, the collection of receipts/money, conferences, training or any activities whatsoever.

- b. ASSEN, individually and as the corporate representative of ASSEN and AYSIN, acknowledges and agrees that should AYSIN be present on the premises or parking areas, as set forth above, the smoking lounge license will be revoked by TROY immediately, after being sent a certified letter by the Troy City Manager or his designee that there was a violation of this Agreement, and specifying what the violation was.
- c. ASSEN, individually and as the corporate representative of ASSEN and AYSIN, acknowledges and agrees that AYSIN shall have no further contact with TROY or the State of Michigan concerning any smoking lounge licensing requirements or exemption renewal under the Dr. Ron Davis Act of 2009 concerning the 5903 John R Road, Troy, Michigan 48085 address or ICE.
- d. If someone other than ASSEN is going to serve as a Manager or Operator of ICE, ASSEN shall provide to TROY the Name, Address, Driver's License Number, Date of Birth, Home Phone and Length of Residency in Michigan of any Manager/Operator at least two weeks prior to the employment date, so that the Troy Police Department can conduct a background investigation of

the proposed Manger/Operator and insure compliance with Chapter 77. If the proposed Manager/Operator does not satisfy the background investigation requirements, then TROY shall notify ASSEN as soon as possible, and that Manager/Operator shall not be employed or serve, even temporarily while the license is in effect. If a Manager/Operator is on the premises and in non-compliance with this requirement, TROY may revoke the smoker's lounge license by sending a certified letter to ASSEN and indicating the violation of this Agreement that has led to the revocation.

- e. Neither ASSEN, the Manager/Operator nor employees of ICE shall allow any person under the age of eighteen (18) into the building. Identification of each individual shall be confirmed before entry into the building. ASSEN shall secure exit doors to ensure no one is attempting to sneak into the building.
- f. ICE shall close promptly at midnight(12:00 a.m.) every night including Friday, Saturday and Sunday. Any and all individuals except employees of Ice Lounge shall be required to leave or be removed from the building by midnight (12:15 a.m.). Only a maximum of three (3) employees shall remain on the premises after 12:15 am, and these individuals shall carry proof of employment at ICE, such as an identification badge. Employees shall provide proof of employment when requested to do so by a member of the Troy Police and/or Fire Departments. The Manager/Operator or other designated employee shall require patrons to leave or shall remove all individuals in the parking area of 5903 John R Road by 12:30 a.m. If any individual refuses to leave the building or the parking area, the Manager/Operator shall

immediately call the Troy Police Department at 911 and request that the Troy Police Department remove the individual(s) as trespasser(s) from the building or, if applicable, from the parking lot. Further, the Manager/Operator or designated employee who called the Troy Police Department shall make themselves available as a witness for any case resulting from a trespass ticket or warrant to testify at trial.

- g. ASSEN, individually and as the corporate official, shall insure that patrons are not parking in adjacent or neighboring parking lots that are not part of the strip shopping center where 5903 John R Road is located unless a signed agreement for said parking is submitted to TROY. ASSEN shall insure that, during hours that the other tenants of the shopping center are open, that Ice Lounge patrons are not interfering with the use of the parking lot by patrons of other shops.
- h. ASSEN, individually and as the corporate official, shall insure that at no time will controlled substances and/or alcoholic beverages be present in the building. ASSEN or her designee shall immediately remove a patron from the premises if that patron is in possession of a controlled substance and/or alcoholic beverages.
- i. The Troy Police Department and the Troy Fire Department shall be allowed unannounced access to the premises to inspect for any violations of this Agreement during regular business hours.
- j. ASSEN shall comply with all federal and state laws and the City of Troy Code of Ordinances, including, but not limited to, building and fire codes.

- k. ASSEN, and/or AYSIN & ASSEN may not transfer the smoking lounge license approved for 5903 John R Road, Troy, Michigan to any new TROY location. Additionally, if either ASSEN and/or AYSIN and/or AYSIN & ASSEN file any new or renewal applications for a smoking lounge license within the City of Troy and that application is approved by TROY after review, that license will be subject to the same terms and conditions of this Agreement.
- l. Any revision to this Agreement must be set out in writing and signed by all parties to this Agreement.
- m. Penalty:
 - (a) ASSEN, AYSIN and ASSEN & AYSIN agree that this Agreement is to continue in effect as long as the smoking lounge license at 5903 John R Road, Troy, Michigan 48085 is in effect or until ASSEN, and ASSEN & AYSIN are no longer in business at that location. Any change to the name Ice Lounge shall not affect the terms and conditions of this Agreement. Any violation of the terms and conditions set forth above may serve as a basis for the City to object to the renewal of the license or for a revocation of the license once issued.
 - (b) Any attempt by AYSIN to circumvent the terms and conditions of this Agreement by establishing a new business entity or providing for an agent as Manager/Operator of the business to act in lieu of his inability to do so shall be considered a violation of this Agreement and revocation of the license will be immediate.

(c) Any fire code violations may result in the issuance of misdemeanor ticket(s) to the appropriate individual or representative.

ASSEN & AYSIN, INC.

CITY OF TROY

By: _____
Assen Yousif, Individually and
as President of ASSEN & AYSIN, Inc.

Dane Slater, Mayor

By: _____
Aysin Yousif, Individually

M. Aileen Bittner, City Clerk



CITY COUNCIL AGENDA ITEM

Date: May 15, 2013

TO: Brian Kischnick, City Manager

FROM: Tom Darling, Director of Financial Services
Peggy Sears, Human Resources Director *PS*

SUBJECT: Publically Funded Health Insurance Contributions Act
("Public Act 152 of 2011")

HISTORY

On September 28, 2011, Public Act 152 was enacted prohibiting state and local governments, public schools, colleges and universities from paying more for employee health insurance benefits than the annual cost or illustrative rate (individually or in aggregate) of \$5,500 for a single person, \$11,000 for 2-person and \$15,000 for a family plan, times the number of employees in these plans. Beginning January 1, 2013, these limits were adjusted for the CPI to \$5,692.50, \$11,385.00 and \$15,525.00 respectively. This total cost is referred to as the "Hard-cap". Alternatively, the employer could elect annually the 80/20 Option to require employees (individually or in aggregate) to contribute at least 20 percent of the total cost of healthcare. Only local governments can elect the third option, called the Local Unit Opt-Out, to waive the requirements annually with a two-thirds vote of their governing body. The decision to elect either option would have to be made annually, but the default method is the Hard Cap. Further, the option must be made by June 1st in order to have no adverse effect on the Economic Vitality Incentive Program (EVIP) Cat III. (If approved by the June 1st deadline, the City's EVIP incentive payment is estimated to be \$114,000. If approved after June 1st, the payment is estimated to be \$57,000.)

Whichever method is utilized (Hard Cap, 80/20 or opt-out), it must be applied city-wide as each collective bargaining agreement expires. This year, five employee groups will be impacted: the Classified and Exempt employee groups, and three union groups whose contracts will expire on June 30, 2013 (AFSCME - American Federation of State, County and Municipal Employees; MAP - Michigan Association of Police Clerical and Non-Sworn Personnel; and TCSA - Troy Communications Supervisors Association). Together these represent 65% of our workforce. (Note that the 3 remaining contracts expire in 2014 [Command Officers and Fire Staff Officers], and 2015 [Police Officers].)

PA 152 was in reality the state's way of providing a tool to help communities whose collective bargaining units were resisting negotiating cost concessions. By offering the "opt-out" option, the state provided a way for communities whose employees were working with management to reduce health care costs to continue to do so, rather than implement a state-imposed "one size fits all" approach to health care cost containment. As you know, Troy employees had already partnered with administration in achieving significant concessions. PA 152 came into effect after those contracts were ratified, and thus the only groups that were going to be immediately impacted by this legislation were the Classified and Exempt employees. Last April, City Council approved the opt-out option for Classified and Exempt employees in order to avoid the cost of increased insurance rates being born inequitably by the non-union employee

group. The intent was that the issue would be revisited a year later in conjunction with union contract expirations.

Over the past six months we have been working with City Council to develop a plan that will help us attract and retain employees, encourage employees to continue to help us reduce costs, and to improve employee morale. Improving employee morale is a high priority if we are going to continue to excel as a leading community and employer; our business is our employees. They have demonstrated through their concessions that they are dedicated to the success of Troy, and we continue to look for avenues to control costs, including health insurance.

ANALYSIS

Our intention is to offer an optimal plan to employees at the lowest cost to the City. With that in mind, for all but two union groups we replaced the Blue Cross PPO with Blue Cross Community Blue Plan I Modified⁽¹⁾; this resulted in over 30% savings in premiums for those employee groups. Additionally, we applied the cost-saving deductibles, copays and drug rider features of the Community Blue Plan to both HMO plans.

Both the Hard Cap and the 80/20 option could have a catastrophic impact on the employees. However, for the employees who agreed to reduce their health benefit (56% of the workforce), the analysis below shows that the Hard Cap has the least financial impact on employees overall, short of opting out. (The exception is for 2-person coverage. With health reform legislation, family continuation coverage was eliminated, and those dependents are now covered under 2-person plans. Insurance companies increased the premium rates to compensate, but the hard caps were not adjusted to account for the increase. Thus, an employee with 2-person coverage pays more than for family coverage.)

Plans w/Community Blue Features	Annual Employee Cost		
	Current	Hard Cap	80/20
BCN 1 person	352.54	1,358.22	1,410.14
2 person	811.08	4,836.60	3,244.32
Family	917.57	2,826.48	3,670.30
HAP 1 person	326.78	843.06	1,307.11
2 person	751.60	3,646.92	3,006.38
Family	849.62	1,467.48	3,398.50
CB 1 person	282.70	(38.46)	1,130.81
2 person	678.49	2,184.72	2,713.94
Family	848.11	1,437.12	3,392.42

Two union groups (AFSCME and TPOA) retained the (more expensive) PPO Plan instead of the Community Blue Plan features. For these employees the 80/20 option has the least financial impact as shown below:

Plan/Option w/o Community Blue Features	Annual Employee Cost		
	Current	Hard Cap	80/20
BCN 1 person	433.66	2,980.74	1,734.65
2 person	997.67	8,568.36	3,990.67

Family	1,128.50	7,044.96	4,513.99
HAP 1 person	415.31	2,613.66	1,661.23
2 person	955.22	7,719.36	3820.87
Family	1,079.80	6,071.04	4,319.21
PPO 1 person	439.40	3,095.58	1,757.62
2 person	1,054.57	9,706.32	4,218.26
Family	1,318.21	10,839.24	5,272.85

The analysis of the Hard Cap and 80/20 options for current plan costs demonstrate that either method would have an inequitable, and significant financial impact on employees. However, it also demonstrates the need to encourage employees to migrate to the more cost effective plans, with the idea of continuing to evaluate cost containment measures. With the significant concessions these employees have taken, some of them since 2008, this would seem punitive and employee morale would suffer significantly. By looking at another option we can further our interest in attracting and retaining employees, and hopefully improve morale by choosing to lessen the financial impact on these employees. This effort can be tied to other cost containment efforts.

FINANCIAL CONSIDERATIONS

1. The 2013/14 proposed budget was prepared using the “current” assumptions.
2. Using the Hard Cap option and the assumption that employees remain in their current plans, the decreased cost to the City and increased cost to the employees is estimated at \$445,000 for 2013-14. Using the Hard Cap option and the assumption that all employees affected elect the Community Blue Plan, the decreased cost to the City is \$445,000, and the increased cost to employees is \$78,200.
3. Using the 80/20 option and the assumption that employees remain in their current plans, the decreased cost to the City and increased cost to the employees is \$387,000. Using the 80/20 option and the assumption that all employees affected elect the Community Blue Plan, the decreased cost to the City is \$387,000, and the increased cost to employees is \$313,806.
4. Using the Opt-Out option and requiring all eligible employees to elect the Community Blue PPO plan would decrease the cost to the City by \$348,000, reduce premium costs to the employees by \$18,300. This however, does not consider the additional costs to employees for co-pay and drug coverage that may be different than the employee’s original healthcare plan.

RECOMMENDATION

City management recommends the Local Unit Opt Out option, but with the added feature to incentivize employees to migrate to the Community Blue Plan. If, after 6 months at least 80% of the employees have not migrated, the City will implement the Hard Cap Option. At that time we would also begin discussions for years 2 and 3, based on that experience and what is happening in the insurance industry.

Under this option we are in compliance with PA 152, and there would be no adverse effect on the EVIP.

- (1) With Community Blue Plan 1 Modified, our strategy was to increase deductibles and co-pays so as to put the cost on employees at the time of service. These changes included increasing employee premium contributions; increasing the prescription drug plan to \$10/\$40 with mandatory generic, prior authorization and step therapy; increased co-pays for office visits (\$30) and emergency room visits (\$50); increasing the basic deductible to \$250/\$500; reducing the frequency of covered vision exams to once every two years, and reducing the cost of mail order prescription drugs.

Pastor A.C. Phipps from Evanswood Church of God performed the Invocation. The Pledge of Allegiance to the Flag was led by Brownies Troop #74802 from Costello Elementary.

INSTALLATION OF MAYOR: Mayoral Oath Ceremony

A. CALL TO ORDER:

A Regular Meeting of the Troy City Council was held on Monday, May 13, 2013, at City Hall, 500 W. Big Beaver Rd. Mayor Slater called the meeting to order at 7:34 PM.

B. ROLL CALL:

- Mayor Dane Slater
- Jim Campbell
- Wade Fleming
- Dave Henderson
- Maureen McGinnis
- Ed Pennington
- Doug Tietz – Arrived at 8:31 PM

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 Nature Society Presentation (*Introduced by: Brian Kischnick*) (*Presented by: Stu Redpath*)

C-2 Proclamation and Presentation on May 13th – Asian and Pacific Islander Heritage Month (*Presented by: Cindy Stewart, Community Affairs Director*)

C-3 Building Safety Month, May 2013 (*Presented by: Steve Burns, SafeBuilt*)

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:

E-1 No Public Hearings

F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA:

Sarotte, Sharon	Spoke on Item I-04.
Lord, David	Spoke on Item H-01.
Smith, Paul	Spoke on Item H-01.
Figa, Roba	Spoke on Item I-04.
Weisgerber, Paul	Spoke on Item I-04.
Savage, James	Spoke on Item I-03.
Reinhardt, Marv	Spoke on Items I-04, I-05, I-06, I-07, J-07, J-08, J-09, J-10, P-01.

Yousif, Sarmad	Spoke on Item I-04.
Noja, Robert	Spoke on Item I-04.
Morrison, Nancy	Spoke on Items H-01, I-04.
Knollenberg, Marty	Spoke on Item O-06.
Bashar Dimitry	Spoke on Item I-04.

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

Council Member Tietz arrived at 8:31 PM.

H. POSTPONED ITEMS:

H-1 Postponed Public Hearing – ZOTA 245 Sober Living Facilities

Moved by
Seconded by

RESOLVED, That Articles 2, 4, 6, and 13 of Chapter 39 of the Code of the City of Troy, pertaining to permitting sober living facilities within specified zoning districts by special use approval, including provisions related to a definition for and specific standards related to sober living facilities, be **AMENDED** to read as written in the proposed Zoning Ordinance Text Amendment (ZOTA 245), City Council Public Hearing Draft, as recommended by the Planning Commission.

Vote on Resolution to Remand Item H-1 Postponed Public Hearing – ZOTA 245 Sober Living Facilities to the Planning Commission

Resolution #2013-05-087
Moved by Slater
Seconded by Campbell

RESOLVED, That Troy City Council **REMANDS** Item H-1 Postponed Public Hearing – ZOTA 245 Sober Living Facilities to the Planning Commission for further study.

Yes: All-7
No: None

MOTION CARRIED

I. REGULAR BUSINESS:

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

a) Mayoral Appointments

b) City Council Appointments

Resolution #2013-05-088
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:

Charter Revision Committee

Appointed by Council
7 Regular Members
3 Year Term

Nominations to the Charter Revision Committee:

Term Expires: 04/30/2014

Frank Howrylak

Term currently held by: Mark Solomon's term (deceased)

Yes: All-7
No: None

MOTION CARRIED

I-2 Board and Committee Nominations: a) Mayoral Nominations – None; b) City Council Nominations – Liquor Advisory Committee; Traffic Committee; Zoning Board of Appeals

a) Mayoral Nominations

b) City Council Nominations

City Council **TOOK NO ACTION** on this Item.

I-3 Request for Closed Session

Resolution #2013-05-089
Moved by Tietz
Seconded by Henderson

BE IT RESOLVED, That Troy City Council **SHALL MEET** in Closed Session, as permitted by MCL15.268 (e) and (h) – Grand Sakwa v City of Troy and MCL 15.243 (g).

Yes: All-7
No: None

MOTION CARRIED

I-4 Proposed Revisions to Chapter 77 Smoking Lounges (Introduced by: Lori Bluhm, City Attorney)

Resolution #2013-05-090
Moved by Slater
Seconded by Pennington

RESOLVED, That the Troy City Council hereby **AMENDS** Chapter 77 to add Sections 77.09, 77.10, 77.11, 77.12, 77.13, 77.14, 77.15, 77.16 to the Troy City Ordinances, and re-numbering Section 77.17 and 77.18 of the Troy City Ordinances (effective immediately), as recommended by City Administration and **ATTACHED** to the original Minutes of this meeting, and Troy City Council will **REVIEW** Chapter 77 Smoking Lounges in six (6) months.

Yes: All-7
No: None

MOTION CARRIED

I-5 Proposed Agreement with Somerset Collection (Introduced by: Gary Mayer, Chief of Police and Andrew Breidenich, Sergeant)

Resolution #2013-05-091
Moved by McGinnis
Seconded by Fleming

RESOLVED, That the Troy City Council **APPROVES** the Agreement Between The City of Troy and Somerset Collection For Assignment Of Police Officer Position And Reimbursement To The City of Troy For Costs, and **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** the documents on behalf of the City of Troy. A copy of the executed Agreement shall be **ATTACHED** to the Minutes of this meeting.

Yes: All-7
No: None

MOTION CARRIED

I-6 Sixth Order Amending Meritor and Nelson Companies Consent Judgment (Introduced by: Lori Bluhm, City Attorney)

Resolution #2013-05-092
Moved by Fleming
Seconded by Campbell

RESOLVED, That the Troy City Council **APPROVES** the entry of the Stipulation and Sixth Order Amending Consent Judgment in the *Meritor Automotive, Inc and The Nelson Companies, Inc v City of Troy* lawsuit, Case Number 94-948784 CZ, authorizing improvements to the Warrior Park Baseball Field, located on the south side of Equity, between 1735 and 1515 Equity, Section 32, as described and approved in the Fifth Order Amending the Consent

Judgment, and **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** the document on behalf of the City. A copy of the executed Stipulation and Sixth Order Amending Consent Judgment **SHALL BE RECORDED** with the Oakland County Register of Deeds and also **ATTACHED** to the Minutes of this meeting.

Yes: All-7
No: None

MOTION CARRIED

J. CONSENT AGENDA:

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

Resolution #2013-05-093
Moved by McGinnis
Seconded by Fleming

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

Yes: All-7
No: None

MOTION CARRIED

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

J-2 Approval of City Council Minutes

Resolution #2013-05-093-J-2

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

- a) City Council Regular Meeting Minutes – April 15, 2013
 - b) City Council Special Study Session (Budget) Minutes – April 22, 2013
 - c) City Council Special Study Session (Budget) Minutes – April 24, 2013
-

J-3 Proposed City of Troy Proclamations

- a) Proclamation Celebrating Nurses Week – May 6-12, 2013
-

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 1: Award to Low Bidder – Fencing for the Athena Detention Basin**

Resolution #2013-05-093-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** a contract to provide all equipment, material and labor to remove and install new fencing surrounding the Athena Detention Basin to the lowest responsible bidder; RMD Holdings, LTD., dba Nationwide Construction Group of Chesterfield, MI at an estimated total cost of \$20,630.00 at unit prices contained in the bid tabulation opened May 2, 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.

b) Standard Purchasing Resolution 1: Award to Low Bidder – Parking Lot Maintenance

Resolution #2013-05-093-J-04b

RESOLVED, That Troy City Council hereby **AWARDS** a contract to complete the Parking Lot Maintenance Overlay for the City Hall East Parking Lot and the Library South Parking Lot to the lowest responsible bidder; Mid West Pavement Contracting, Inc. of Milford, MI at an estimated total cost of \$35,795.25 at unit prices contained in the bid tabulation opened May 2, 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 and contract documents, including Insurance Certificates, Performance, Labor and Material Bonds, Maintenance Bonds and all other specified requirements.

c) Standard Purchasing Resolution 3: Exercise Renewal Option – Building Department Services

Resolution #2013-05-093-J-04c

WHEREAS, On June 7, 2010, the Troy City Council awarded a three (3) year contract to provide complete Building Department Services submitted by Safe Built Michigan, Inc. of Clarkston, MI, as a result of a best value process (SOQ/RFP-COT 09-49), and which the Troy City Council determined to be in the public interest, to expire June 30, 2013, with an option to renew for two (2) additional years, provided Safe Built Michigan, Inc has met all the contract terms and conditions, in accordance with the Professional Services Agreement date June 7, 2010 (CC Res #2010-06-122); and

WHEREAS, The City of Troy determines that Safe Built Michigan, Inc. has met all the contract terms and conditions in accordance with the Professional Services Agreement dated June 7, 2010; and

WHEREAS, The City of Troy and Safe Built Michigan, Inc. of Troy, MI agree to an Amendment to the Professional Services Agreement that will provide long term stability over the next five (5) years with an option to renew for an additional five (5) years;

NOW THEREFORE BE IT RESOLVED, That Troy City Council hereby determines it to be in the public's best interest to **APPROVE** a five (5) year Amendment to the Professional Services Agreement for Building Inspection Services with Safe Built Michigan, Inc. of Troy, MI, expiring June 30, 2018, with an option to renew for five (5) additional years, provided Safe Built Michigan, Inc. continues to meet all the contract terms and conditions, in accordance with the Amendment and Original Professional Service Agreement for Building Inspection Services dated June 7, 2010, 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 submission of contract documents and all other specified requirements.

BE IT FINALLY RESOLVED, That Troy City Council hereby **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** the documents on behalf of the City of Troy.

J-5 Acceptance of Alliance of Rouge Communities (ARC) Membership and Adoption of Bylaws

Resolution #2013-05-093-J-5

WHEREAS, Watershed Alliance legislation passed the Michigan House of Representatives and the Michigan Senate and was signed into law by the Governor on January 3, 2005, as Act No. 517, Public Acts of 2004, based upon a draft provided and supported by the Rouge River watershed communities; and

WHEREAS, At its meeting on November 7, 2012, the Alliance of Rouge Communities (ARC) completed the revised attached Alliance of Rouge Communities bylaws, and recommended adoption by the appropriate governing bodies of those public agencies within the Rouge River watershed eligible for membership; and

WHEREAS, The formation of the Alliance of Rouge Communities under this new state law provided the public agencies within the watershed the authority to directly seek grants, enter into contracts, and manage its own resources that have been provided in the past by and through Wayne County with federal funds as part of the Rouge River National Wet Weather Demonstration.

NOW, THEREFORE BE IT RESOLVED, That the City of Troy, an ARC member in good standing, formally **ADOPTS** bylaws for, and **ACCEPTS** membership in the Alliance of Rouge Communities.

BE IT FURTHER RESOLVED, That consistent with the terms of the Alliance of Rouge Communities bylaws, the Troy City Council formally **APPOINTS** Steven Vandette, City Engineer, as its designated representative to the Alliance of Rouge Communities, Laura Gruzowski, Staff Environmental Analyst, Hubbell, Roth and Clark Inc., as the alternate representative, and **AUTHORIZES** Mark Miller, Director of Economic & Community Development, to designate additional persons to represent the City of Troy, if needed, as an alternate to assure voting representation on the Alliance of Rouge Communities.

BE IT FINALLY RESOLVED, That Troy's continuing membership **WILL BE EVIDENCED** by payment of its voluntary assessment on an annual basis to the Alliance of Rouge Communities.

J-6 Assessment of Delinquent Accounts

Resolution #2013-05-093-J-6

WHEREAS, Section 1.167 of Chapter 5 and Section 6 of Chapter 20 of the Ordinance Code of the City of Troy require that delinquent payments and invoices, as of April 1st of each year, shall be reported and the City Council shall certify the same to the City Assessor who shall assess the same on the next annual City Tax Roll, to be collected as provided for collection of City Taxes; and

WHEREAS, Section 10.8 of the Troy City Charter provides for the collection of delinquent invoices through property tax collection procedures; and

WHEREAS, A list of individual properties is on file in the Office of the Treasurer and comprises a summation of totals as follows:

General Fund Invoices	
Including Penalties	\$ 115,398.38
Special Assessments	
Including Penalties & Interest	3,225.35
Water & Sewer Accounts	
Including Penalties	<u>851,309.81</u>
Total	\$ 969,933.54

NOW, THEREFORE, BE IT RESOLVED, That the City Assessor is hereby **AUTHORIZED** to assess these delinquent accounts on the annual City Tax Roll.

J-7 Charlene Femminineo v City of Troy et. al.

Resolution #2013-05-093-J-7

RESOLVED, That the City Attorney is hereby **AUTHORIZED** and **DIRECTED** to represent the City of Troy, the City of Troy Council and the individual Troy Defendants named in the matter of Charlene Femminineo v Dane Slater, et al., United States District Court for the Eastern District of Michigan, Case No. 13-11682, against any claims and damages. Furthermore, the City Attorney is **AUTHORIZED** to pay necessary costs and expenses and to retain any necessary expert witnesses to adequately represent the City and the Troy Defendants.

J-8 Daniel Katayama v City of Troy

Resolution #2013-05-093-J-8

RESOLVED, That the City Attorney is hereby **AUTHORIZED** and **DIRECTED** to represent the City of Troy in any and all claims and damages in the matter of *Daniel K. Katayama v. City of*

Troy (Oakland County Circuit Court Case No. 13-004515-CZ). Furthermore, the City Attorney is **AUTHORIZED** to pay necessary costs and expenses and to retain any necessary expert witnesses to adequately represent the City.

J-9 Center Court Tennis LLC v City of Troy

Resolution #2013-05-093-J-9

RESOLVED, That the City Attorney is hereby **AUTHORIZED** and **DIRECTED** to represent the City of Troy in any and all claims and damages in the matter of *Center Court Tennis, LLC v. City of Troy (Oakland County Circuit Court Case No. 13-133051 CZ)*. Furthermore, the City Attorney is **AUTHORIZED** to pay necessary costs and expenses and to retain any necessary expert witnesses to adequately represent the City.

J-10 Community Financial Members Federal Credit Union v City of Troy et. al.

Resolution #2013-05-093-J-10

RESOLVED, That the City Attorney is hereby **AUTHORIZED** and **DIRECTED** to represent the City of Troy in any and all claims and damages in the matter of *Community Financial Members Federal Credit Union v. City of Troy, City of Troy Police Department and Detective William Taylor (Ingham County Circuit Court Case No. 13-358 AW and reassigned to Oakland County Circuit Court Case No. 13-133863 AW)*. Furthermore, the City Attorney is **AUTHORIZED** to pay necessary costs and expenses and to retain any necessary expert witnesses to adequately represent the City.

The Meeting **RECESSED** at 9:15 PM.

The Meeting **RECONVENED** at 9:28 PM.

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:

Werpetinski, Jim	Congratulated Mayoral candidates on campaigns and encourages residents to move this City forward.
Peters, Richard	Spoke about gun control and minimum wage.
Savage, James	Did not speak.
Kulesz, John	Spoke about Council Member Tietz and City Council's Code of Ethics.
Abraham, Edna	Spoke about campaign literature.
Reinhardt, Marv	Distributed handout and spoke about numerous topics.
Kajma, Linda	Congratulated Mayor Slater and encourages residents to move this City forward.

Stine, Jeanne	Did not speak.
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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

Council Member McGinnis announced the Troy Police Department Open House on Saturday, May 18, 2013 from 10:00 AM – 5:00 PM. Please come to enjoy building tours, K-9 demonstrations, child fingerprinting, refreshments and much more.

O. REPORTS:**O-1 Minutes – Boards and Committees: None Submitted**

- a) Downtown Development Authority-Final – May 2, 2012
- b) Downtown Development Authority-Final – September 19, 2012
- c) Brownfield Redevelopment Authority-Final – October 16, 2012
- d) Local Development Finance Authority-Final – October 22, 2012
- e) Zoning Board of Appeals-Final – January 15, 2013
- f) Traffic Committee-Final – March 20, 2013
- g) Planning Commission Special/Study-Final – March 26, 2013
- h) Building Code Board of Appeals-Final – April 3, 2013
- i) Planning Commission-Draft – April 9, 2013
- j) Planning Commission-Final – April 9, 2013
- k) Brownfield Redevelopment Authority-Draft – April 16, 2013
- l) Local Development Finance Authority-Draft – April 22, 2013
- m) Building Code Board of Appeals-Draft – May 1, 2013

Noted and Filed

O-2 Department Reports:

- a) 2013 City of Troy Assessment Roll and Board of Review Report
- b) 2013 Year to Date Calls for Police Service Report
- c) Travel Expense Report – MML Capital Conference – Maureen McGinnis
- d) Quarterly Financial Report Ending March 31, 2013
- e) 3rd Quarter Report - SOCRRA

Noted and Filed

O-3 Letters of Appreciation

- a) To Tim Richnak From William LaRue Regarding Professionalism of Staff
- b) To Aileen Bittner From Troy School District, Friends of the Troy Library and the League of Women Voters Regarding Participation in the “Get Gov-Understanding Troy’s Local Government” Program
- c) To Chief Mayer Regarding Participation in a Department Presentation at the Troy Area Interfaith Group
- d) To Chief Mayer From Ron Chick Regarding Department Participation in the Senior Fraud Seminar
- e) To Chief Mayer From Marcel DeMuynck Regarding Officer Actions at an Accident Scene
- f) To the Police Department From Maria Campot Regarding Professionalism of Staff to the Family
- g) To Department of Public Works From Ron McCreight Regarding Conscientious Work Crews
- h) To Gary Bowers From Amy Sharpe Regarding Code Enforcement Efforts
Noted and Filed

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

O-5 Letter of Understanding From Rehmann Regarding Audit Services for FY 2012-13
Noted and Filed

O-6 Oakland County Board of County Canvassers Report for the May 7, 2013 Election
Noted and Filed

The Meeting **RECESSED** at 9:55 PM.

The Meeting **RECONVENED** at 10:05 PM.

P. STUDY ITEMS:

P-1 Economic Gardening – Creating an Environment for Investment in Troy

The Meeting **RECESSED** at 10:43 PM.

The Meeting **RECONVENED** at 10:48 PM.

Q. CLOSED SESSION:

Q-1 Closed Session

R. ADJOURNMENT:

The Meeting **ADJOURNED** at 11:37 PM.

Mayor Dane Slater

M. Aileen Bittner, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

Date: May 14, 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 3: Exercise Second-Year Renewal Option – Concrete Pavement Repair

History

On July 25, 2011, Troy City Council approved a contract to complete the concrete pavement repair program for fiscal year 2011/2012 with an option to renew for two (2) additional one (1) year periods to the low total bidder, Dilisio Contracting Inc of Clinton Township, MI, at unit prices listed in the bid tabulation opened July 7, 2011 (Resolution #2011-07-181 Item J-4a). On May 14, 2012, Dilisio Contracting offered and the City exercised the first year option to renew the contract under the same prices, terms, and conditions, which included costs of a two-year maintenance bond and overtime incurred by the City for inspections (Resolution #2012-05-115-J4c). The maintenance bond guarantees the full cost of replacement of defective concrete for two years from the completion date and paid by the contractor. Additionally, the contractor is responsible for the cost of overtime and equipment used by the City of Troy for any inspections that fall outside the normal eight (8) hour work day.

For the upcoming 2013/2014 season, Dilisio Contracting Inc has expressed an interest in renewing the current contract for one additional year. Concrete pavement repairs for the upcoming season will be completed based on current PASER (Pavement Surface Evaluation and Rating) ratings conducted annually. The ratings are established by Good - PASER 6-10, Fair - PASER 4-5, Poor - PASER 1-3, with replacement concentration on ratings 1-5. (See Section Map attached)

Purchasing

Purchasing has conducted a market survey and determined the City would not benefit from soliciting new bids for the items specified as operating costs have risen and expected to fluctuate over the course of the renewal period. By renewing existing contracts, the City minimizes cost increases, and benefits from efficient strategic planning.

Financial

Funds for this project are budgeted in the 2013/14 Capital Accounts for Public Works Construction in the amount of \$4,309,700.



CITY COUNCIL AGENDA ITEM

May 14, 2013

To: Brian Kischnick, City Manager

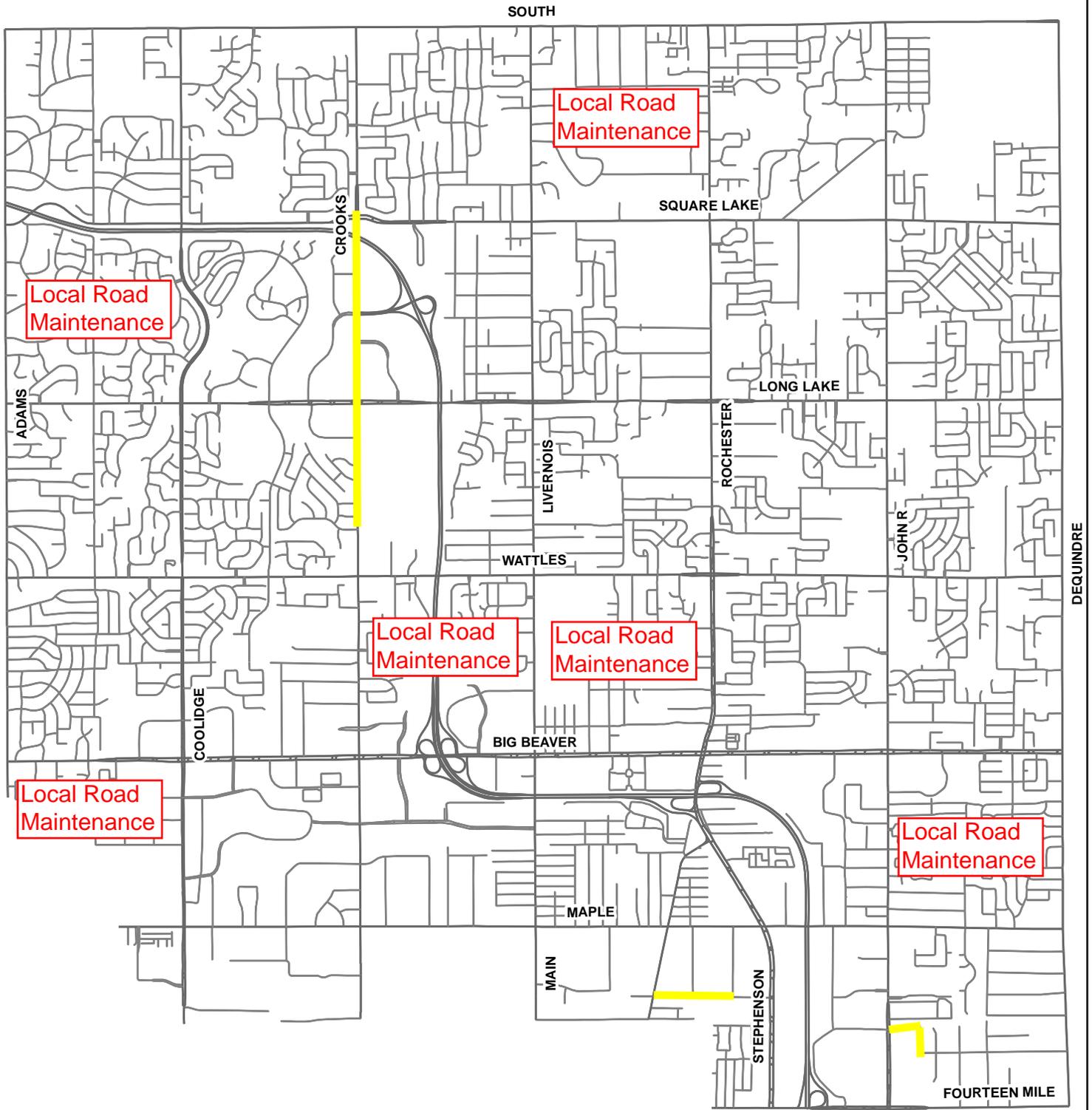
Re: Exercise Second-Year Renewal Option – Concrete Pavement Repair

Recommendation

City management recommends exercising the second option to renew for one additional year with Dilisio Contracting Inc of Clinton Township; the low total bidder for concrete pavement repair under the same contract prices, terms, and conditions as originally bid not to exceed amounts budgeted expiring June 30, 2014.

Prepared by: Marina Basta-Farouk, Project Construction Manager

G:\Bid Award 12-13 New Format \ Award Standard Purchasing Resolution 3 ConcretePavementRepairYear2.doc



February 27, 2013

TO: Marina Basta-Farouk, Project Construction Manager

FROM: Susan A Leirstein, Purchasing Director

RE: MARKET SURVEY – Concrete Pavement Repair

Fiore Enterprises LLC – Tom Wahl (313) 962-0400

Tom indicated that operating costs have increased across the board for prevailing wages, cement, steel, fuel etc. It's hard to hold the line on prices when costs are escalating.

Florence Cement Company – Angelo Lanni (586) 997-2666

According to Angelo, his company has endured a 3% labor increase, as well as increases in materials costs without having to raise prices. Looking for more opportunities as the new construction season begins.

Hard Rock Concrete – Rocco Grimaldi (734) 564-0925

Per my conversation with Rocco, costs are up for everything, which can be confirmed by the Producer Price Indexes for cement and concrete contractors. Many contractors have gone out of business by keeping their prices below cost. He doesn't know how our current contractor, Dilisio stays in business. He said the City is getting a deal.

Based upon the above review, I respectfully recommend that the City accept the offer to renew the contract for the 2013 Concrete Pavement Repair Program with the current contractor, Dilisio Contracting Inc, as operating costs are on the rise as indicated by other contractors and evidenced through the Producer Price Indexes.

Databases, Tables & Calculators by Subject

FONT SIZE:

Change Output Options: From: To:

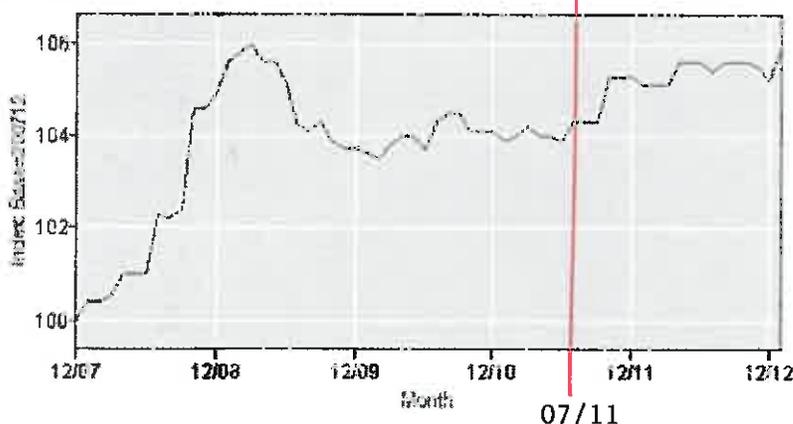
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Data extracted on: February 25, 2013 (2:01:10 PM)

Producer Price Index Industry Data

Series Id: PC023811X23811X
Industry: Concrete contractors, nonresidential building work
Product: Concrete contractors, nonresidential building work
Base Date: 200712



Download:

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2007													100.0
2008	100.4	100.4	100.5	101.0	101.0	101.0	102.3	102.2	102.4	104.6	104.6	104.9	102.1
2009	105.6	105.8	106.0	105.6	105.6	105.1	104.2	104.1	104.3	103.9	103.7	103.7	104.8
2010	103.6	103.5	103.8	104.0	104.0	103.7	104.3	104.5	104.5	104.1	104.1	104.1	104.0
2011	103.9	104.0	104.2	104.0	104.0	103.9	104.3	104.3	104.3	105.3	105.3	105.3	104.4
2012	105.1	105.1	105.1	105.6	105.6	105.6	105.4	105.6	105.6	105.6(P)	105.5(P)	105.2(P)	105.4(P)
2013	105.9(P)												

P : Preliminary. All indexes are subject to revision four months after original publication.

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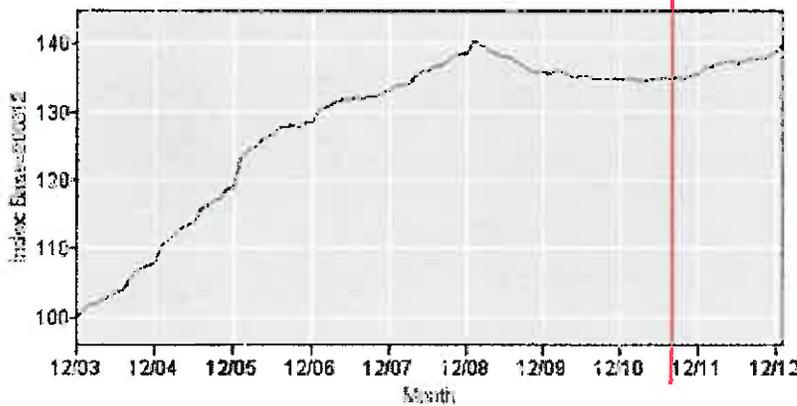
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Producer Price Index Industry Data

Series Id: PCU3273--3273--
Industry: Cement and concrete product manufacturing
Product: Cement and concrete product manufacturing
Base Date: 200312

07/11



Download: .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2003												100.0	
2004	100.9	101.7	101.7	102.4	103.0	103.6	103.7	105.0	106.4	107.0	107.5	107.7	104.2
2005	110.3	111.2	112.0	112.8	113.4	113.8	115.8	116.1	117.0	117.4	118.9	118.9	114.8
2006	123.3	124.3	124.8	125.7	126.4	126.6	127.8	127.9	128.1	127.9	128.4	128.6	126.6
2007	130.4	130.6	131.2	131.7	131.8	131.8	132.1	132.1	132.3	132.4	132.8	133.2	131.9
2008	133.9	134.0	134.3	135.4	136.0	136.2	136.9	136.9	137.6	138.3	138.6	138.8	136.4
2009	140.7	140.2	139.3	138.9	138.5	138.3	137.9	137.2	136.8	136.2	135.9	136.1	138.0
2010	135.9	136.0	136.1	135.3	135.2	135.3	135.3	135.0	134.9	134.8	134.9	134.9	135.3
2011	135.0	134.9	134.7	134.6	135.0	135.0	135.2	135.0	135.2	134.8	135.4	135.6	135.0
2012	136.5	136.8	137.1	137.2	137.4	137.2	137.6	137.8	137.9	138.1(P)	138.3(P)	139.0(P)	137.6(P)
2013	139.8(P)												

P : Preliminary. All indexes are subject to revision four months after original publication.

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Date: February 11, 2013

ATTN: Mr. Giuseppe D. Lia
Dilisio Contracting Inc
23525 Lakepoints Drive
Clinton Township, MI 48036

Dear Mr. Giuseppe D. Lia

On August 10, 2012 the City of Troy entered into contract # 2013-00000117 with Dilisio Contracting Inc., to provide one-year contract for Major, Local Roads and the Tri-Party Concrete Pavement Repair. This contract contained an option to renew for Two (2) additional one-year periods at the same prices, terms, and conditions as the original contract, and through mutual consent of both parties.

Please fax this letter back indicating if Dilisio Contracting Inc., wishes to renew this contract until June 30, 2014 our fax number is (248) 524-3520. 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 Manager and City Council approval and a blanket purchase order issued.

If you have any questions please call me at (248) 524-3595.

CHECK ONE:

(Dilisio Contracting Inc.,) is interested in renewing the contract Under the same prices, terms, and conditions:

(Dilisio Contracting Inc.,) is not interested in renewing the contract:

X Giuseppe D. Lia
Signed: Authorized Company Representative

Date: 2-11-2013

Thank you,
Marina Basta Farouk
City of troy
Public Works Department

WHEREAS, On July 11, 2011, Troy City Council exercised the first option to renew for the 2011/2012 construction season with Rotondo Construction under the same prices, terms, and conditions (Resolution #2011-07-165-J4a); and

WHEREAS, Rotondo Construction Company has offered to exercise the second option to renew for one (1) additional year under the same pricing, terms, and conditions as the original contract;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **EXERCISES** and **APPROVES** the second one-year renewal period to contract for sidewalk replacement and installation during FY 2012/2013 with Rotondo Construction Company of Farmington Hills, MI, at unit prices contained in the bid tabulation opened November 23, 2010, at amounts not-to-exceed those budgeted, with the contract expiring June 30, 2013.

b) Standard Purchasing Resolution 1: Award to Low Bidder – Contract 11-10 – Section 16 Water Main Replacement

Resolution #2012-05-115-J-4b

RESOLVED, That contract No. 11-10, Section 16 Water Main Replacement, be **AWARDED** to Bricco Excavating Company, LLC, 21201 Meyers Road, Oak Park, MI 48237-3201 for their low total bid amount of \$2,498,647.34.

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.

c) Standard Purchasing Resolution 3: Exercise Renewal Option – Concrete Pavement Repair

Resolution #2012-05-115-J-4c

WHEREAS, On July 25, 2011, Troy City Council awarded a contract for concrete pavement repair with an option to renew for two (2) additional one-year periods to the low total bidder, Dilisio Contracting, Inc. of Clinton Township, MI, at unit prices contained in the bid tabulation opened July 7, 2011 (Resolution #2011-07-181-Item J-4a); and

WHEREAS, Dilisio Contracting, Inc. has offered to exercise the first option to renew for one (1) additional year under the same prices, terms, and conditions; and

WHEREAS, Dilisio Contracting, Inc. has agreed to pay for overtime incurred by City of Troy inspectors for any inspections that fall outside the normal eight (8) hour work day at the rate of \$50.00 per hour; and

WHEREAS, Dilisio Contracting, Inc. agrees to provide two-year maintenance bonds for all work completed under their contract; and

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **EXERCISES AND APPROVES** the first one-year renewal period to contract for concrete pavement repair during FY 2012/13 with Dilisio Contracting, Inc. of Clinton Township, MI, at unit prices contained in the bid tabulation opened July 7, 2011, at amounts not-to-exceed those budgeted, with the contract expiring June 30, 2013.

J-5 Request for Acceptance of a Water Main Easement from FAS Hotels, LLC – Sidwell #88-20-35-327-014

Resolution #2012-05-115-J-5

RESOLVED, That Troy City Council hereby **ACCEPTS** the water main easement from FAS Hotels, LLC, owner of the property having Sidwell #88-20-35-327-014; and

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

J-6 Request to Vacate an Existing Sanitary Sewer Easement and Acceptance of a Permanent Sanitary Sewer Easement – Sidwell #88-20-34-226-010, G.I. Building, LLC

Resolution #2012-05-115-J-6

RESOLVED, That Troy City Council hereby **VACATES** an existing sanitary sewer as recorded in Liber 5987 Page 783 by means of a Quit Claim Deed; and

BE IT RESOLVED, That Troy City Council **AUTHORIZES** the Mayor and City Clerk to execute a Quit Claim deed conveying interest in that sanitary sewer to the current property owners, G.I. Building, LLC; and

BE IT RESOLVED, That Troy City Council hereby **ACCEPTS** the sanitary sewer easement from G.I. Building, LLC, owner of the property having Sidwell #88-20-34-226-010; and

BE IT FURTHER RESOLVED, That the City Clerk is hereby **DIRECTED** to record the Quit Claim deed and sanitary sewer easement with the Oakland County Register of Deeds, a copy of which shall be attached to the original Minutes of this meeting.

J-7 Assessment of Delinquent Accounts

Resolution #2012-05-115-J-7

WHEREAS, Section 1.167 of Chapter 5 and Section 6 of Chapter 20 of the Ordinance Code of the City of Troy require that delinquent payments and invoices, as of April 1st of each year, shall be reported and the City Council shall certify the same to the City Assessor who shall assess the same on the next annual City Tax Roll, to be collected as provided for collection of City Taxes; and



CITY COUNCIL AGENDA ITEM

May 7, 2012

TO: John Szerlag, City Manager

FROM: Susan A. Leirstein, Purchasing Director
 Timothy L. Richnak, Public Works Director
 Kurt Bovensiepe, Superintendent of Parks, Streets and Drains

RE: Standard Purchasing Resolution 3: Exercise Renewal Option – Concrete Pavement Repair

Background

On July 25, 2011, Troy City Council approved a contract to complete the concrete pavement repair program for fiscal year 2011/2012 with an option to renew for two (2) additional one (1) year periods to the low total bidder, Dilisio Contracting Inc of Clinton Township, MI, at unit prices listed in the bid tabulation opened July 7, 2011 (Resolution #2011-07-181 Item J-4a). Dilisio Contracting has offered to renew their contract under the same prices, terms, and conditions as originally bid, which includes a two-year maintenance bond. The contractor pays for inspector overtime incurred by the City of Troy for any inspections that fall outside the normal eight (8) hour work day at the rate of \$50.00 per hour. This rate includes both the cost of the inspector and a City vehicle. Concrete pavement repairs for fiscal year 2012/13 will be completed based on PASER, the pavement surface evaluation rating program.

The Purchasing Department analyzed the market and found the City would not benefit from soliciting new bids for the items specified as operating costs, especially fuel, is expected to fluctuate over the course of the renewal period. By renewing existing contracts, the City minimizes cost increases, and benefits from efficient strategic planning.

Recommendation

City management recommends exercising the option to renew for one additional year with Dilisio Contracting Inc of Clinton Township, the low total bidder for concrete pavement repair under the same contract prices, terms, and conditions not to exceed amounts budgeted expiring June 30, 2013.

Fund Availability

Funds for this project are budgeted in the 2012/13 Capital Accounts for Public Works Construction.

Prepared by: Marina Basta-Farouk, Project Construction Manager



Date: March 15, 2012

ATTN: Mr. Giuseppe D. Lia
Dilisio Contracting Inc
23525 Lakepointe Drive
Clinton Township, MI 48036

Dear Mr. Giuseppe D. Lia

On August 10, 2012 the City of Troy entered into contract # 2012-90000003 with Dilisio Contracting Inc., to provide one-year contract for Major, Local Roads and the Tri-Party Concrete Pavement Repair. This contract contained an option to renew for Two (2) additional one-year periods at the same prices, terms, and conditions as the original contract, and through mutual consent of both parties.

Please fax this letter back indicating if Dilisio Contracting Inc., wishes to renew this contract until June 30, 2013 our fax number is (248) 524-3520. 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 Manager and City Council approval and a blanket purchase order issued.

If you have any questions please call me at (248) 524-3595.

CHECK ONE:

(Dilisio Contracting Inc.) is interested in renewing the contract Under the same prices, terms, and conditions:

(Dilisio Contracting Inc.) is not interested in renewing the contract:

X Giuseppe D. Lia
Signed: Authorized Company Representative

Date: 3-16-2012

Thank you,
Marina Basta Farouk
City of troy
Public Works Department

RESOLVED, That the Agreement to Purchase Realty for Public Purposes between Ramarao V. and Ramadevi Cherukuri, Lakshmi Gontina, and Vemula Panduranga and Chandralekha P. Rao, owners of property having Sidwell #88-20-02-427-016 and -017, and the City of Troy, for the acquisition of right-of-way for John R Road Improvements, Square Lake Road to South Boulevard is **APPROVED** in the amount of \$21,700, plus closing costs; and

BE IT FURTHER RESOLVED, That the Engineering Department is hereby **AUTHORIZED** to expend the necessary closing costs to complete this purchase according to the agreement; and

BE IT FURTHER RESOLVED, That the Grading and Temporary Construction Permit in the amount of \$700 from Ramarao V. and Ramadevi Cherukuri, Lakshmi Gontina, and Vemula Panduranga and Chandralekha P. Rao, owners of property having Sidwell #88-20-02-427-016 and -017 is hereby **ACCEPTED**; and

BE IT FINALLY RESOLVED, That the City Clerk is hereby **DIRECTED TO RECORD** the Warranty Deed and the Grading and Temporary Construction Permit with the Oakland County Register of Deeds, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-4 Standard Purchasing Resolutions

a) Standard Purchasing Resolution 1: Award to Low Bidder – Concrete Pavement Repair Program

Resolution #2011-07-181

Moved by Beltramini

Seconded by Slater

RESOLVED, That Troy City Council hereby **AWARDS** a contract to complete the Concrete Pavement Repair Program FY 2011/12 with an option to renew for two (2) additional one (1) year periods to the low total bidder, Dilisio Contracting Inc. of Clinton Township, MI, at unit prices contained in the bid tabulation opened July 7, 2011, a copy of which shall be **ATTACHED** to the original Minutes of this meeting based on the scope of work, and the ability to add additional locations up to, but not exceeding amounts budgeted; and

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

Yes: All-7

No: None

MOTION PASSED

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings: None Submitted



CITY COUNCIL AGENDA ITEM

July 13, 2011

To: John Szerlag, City Manager

From: Susan A. Leirstein, Purchasing Director
Timothy L. Richnak, Public Works Director

Subject: Standard Purchasing Resolution 1: Award To Low Bidder – Concrete Pavement Repair Program

Background

On July 7, 2011, bids were received to complete the Concrete Pavement Repair Program for fiscal year 2011/12 with an option to renew for two (2) additional one (1) year periods. (221) vendors were notified of the bid opportunity via the MITN system with eight (8) bid responses received, as well as one (1) statement of no bid. Dilisio Contracting Inc of Clinton Township, MI, was the low total bidder for Proposals A- local roads, B- major roads and C- tri-party repair. Moving this work forward improves public safety and reduces the City's liability. Additional locations may be added based on the scope of work up to, but not exceeding amounts budgeted.

ITB-COT 11-15 to complete the Concrete Pavement Repair Program was competitively bid as required by City Charter and Code. The award is contingent upon the recommended bidder's submission of properly executed contracts and bid documents, including bonds with two-year maintenance, insurance certificates and all other specified requirements.

Recommendation

City management recommends awarding a contract to complete the Concrete Pavement Repair Program for FY2011/12 to the low total bidder, Dilisio Contracting Inc of Clinton Township, MI for an estimated total cost of \$2,136,250.00 for proposal A, \$910,960.00 for proposal B and \$232,110.00 for proposal C at unit prices contained in the bid tabulation with all work not to exceed budgetary limitations.

Fund Availability

Funds are available in the 2011/12 capital budget under Public Works Major and Local Roads Concrete Slab Replacement and the Tri-Party Concrete Pavement Repair accounts.

Prepared by: Marina Basta-Farouk, Project Construction Manager

sl

VENDOR NAME:

	**	Dilisio	Hard Rock	Flore	Florence Cement
		Contracting Inc.	Concrete, Inc.	Enterprises, LLC	Company
Ck Number		9094906211	530622609-2	362775	000325216
Ck Amount		\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00

Proposal A: Local Road Maintenance Section 5, 14, 19, 20, 30, 36 and scattered locations

NO.	DESCRIPTION	EST. QTY.	FY2011/2012 UNIT PRICE	FY2011/2012 UNIT PRICE	FY2011/2012 UNIT PRICE	FY2011/2012 UNIT PRICE
1	Remove & Replace with Concrete 9" Non-reinforced-	1,000 S.Y.	\$37.25	\$33.00	\$33.50	\$40.00
2	Remove & Replace with Concrete 8" Non-reinforced-	5,000 S.Y.	\$33.40	\$32.00	\$31.50	\$36.75
3	Remove & Replace with Concrete 7" Non-reinforced-	64,000 SY	\$29.55	\$30.00	\$29.50	\$34.75
4	Remove & Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not	100 S.F.	\$4.00	\$4.00	\$4.00	\$5.00
5	Remove & Replace with Concrete Sidewalk/ 4" Non-reinforced (Locations not specified)	100 S.F.	\$4.00	\$3.50	\$3.50	\$5.00
6	Remove Concrete and rplc with topsoil/seed	300 S.F.	\$1.00	\$0.50	\$1.25	\$2.00
7	Structure Cover, (Adjustment)	20 each	\$150.00	\$150.00	\$150.00	\$200.00
8	Structure Cover, Adj, Add Depth (Reconst)	10 L.F.	\$150.00	\$150.00	\$100.00	\$200.00
9	Misc. Base Repair per CY to excavate/replace with 21AA Limestone, compacted in place	2,600 C.Y.	\$9.00	\$1.00	\$15.30	\$13.50
10	Installation of 6" edge drain	200 L.F.	\$7.00	\$6.00	\$7.50	\$8.00
11	Remove and Replace Curb & Gutter	200 L.F.	\$18.00	\$18.00	\$20.00	\$25.00
12	Sidewalk Ramp, ADA, Modified w/Inserts	6,000 S.F.	\$1.00	\$6.00	\$6.50	\$7.50
13	Sidewalk Ramp, Detectable Warning, Retrofit,	100 S.F.	\$8.00	\$8.00	\$20.00	\$25.00
14	Restoration	Included	Included	Included	Included	Included
15	Traffic Maintenance	Included	Included	Included	Included	Included
Estimated Total Cost - Proposal A			\$2,136,250.00	\$2,162,600.00	\$2,170,405.00	\$2,544,550.00

Proposal B: Major Road Maintenance - Rochester Road and Scattered Locations

NO.	DESCRIPTION	EST. QTY.	FY2011/2012 UNIT PRICE	FY2011/2012 UNIT PRICE	FY2011/2012 UNIT PRICE	FY2011/2012 UNIT PRICE
1	Remove & Replace with Concrete 9" Non-reinforced- 6 Sac	22,000 SY	\$39.65	\$42.00	\$41.75	\$44.80
2	Remove & Replace with Concrete 8" Non-reinforced-	200 S.Y.	\$39.65	\$36.00	\$35.97	\$44.00
3	Remove & Replace with Concrete 7" Non-reinforced-	200 S.Y.	\$39.65	\$32.00	\$33.25	\$43.00
4	Remove & Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not	200 S.F.	\$4.00	\$5.00	\$4.00	\$5.00
5	Remove & Replace with Concrete Sidewalk/ 4" Non-reinforced (Locations not specified)	100 S.F.	\$4.00	\$4.00	\$3.50	\$5.00
6	Remove Concrete and rplc with topsoil/seed	100 S.F.	\$3.00	\$1.25	\$1.25	\$2.00
7	Structure Cover, (Adjustment)	5 each	\$200.00	\$150.00	\$200.00	\$200.00
8	Structure Cover, Adj, Add Depth (Reconst)	10 L.F.	\$200.00	\$150.00	\$125.00	\$200.00
9	Misc. Base Repair per CY to excavate/replace with 21AA Limestone, compacted in place	600 C.Y.	\$18.00	\$12.00	\$15.30	\$13.50
10	Installation of 6" edge drain	100 L.F.	\$7.00	\$6.00	\$7.50	\$8.00
11	Remove and Replace Curb & Gutter	100 L.F.	\$20.00	\$18.00	\$20.00	\$25.00
12	Sidewalk Ramp, ADA, Modified w/Inserts	500 S.F.	\$8.00	\$6.00	\$6.50	\$7.50
13	Sidewalk Ramp, Detectable Warning, Retrofit,	100 S.F.	\$8.00	\$8.00	\$15.00	\$25.00
14	Restoration	Included	Included	Included	Included	Included
15	Traffic Maintenance	Included	Included	Included	Included	Included
Estimated Total Cost - Proposal B			\$910,960.00	\$954,775.00	\$952,549.00	\$1,025,350.00

VENDOR NAME:

**	Dilisio	Hard Rock	Fiore	Florence Cement
	Contracting Inc	Concrete, Inc.	Enterprises, LLC	Company

Proposal C: Tri Party Concrete Repair - Big Beaver, John R, Crooks and Scattered Locations

NO.	DESCRIPTION	EST. QTY.	FY2011/2012 UNIT PRICE	FY2011/2012 UNIT PRICE	FY2011/2012 UNIT PRICE	FY2011/2012 UNIT PRICE
1	Remove & Replace with Concrete 10" Non-reinforced-	2.000 SY	\$40.65	\$45.00	\$45.00	\$55.50
2	Remove & Replace with Concrete 9" Non-reinforced-	3.000 S.Y.	\$39.65	\$43.00	\$43.00	\$48.75
3	Remove & Replace with Concrete 8" Non-reinforced-	200 S.Y.	\$39.65	\$46.00	\$39.75	\$44.00
4	Remove & Replace with Concrete 7" Non-reinforced-	200 S.Y.	\$39.65	\$44.00	\$36.50	\$43.00
5	Remove & Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not	50 S.F.	\$4.00	\$4.00	\$4.00	\$5.00
6	Remove & Replace with Concrete Sidewalk/ 4" Non-reinforced (Locations not specified)	50 S.F.	\$4.00	\$4.00	\$4.00	\$5.00
7	Remove Concrete and rplc with topsoil/seed	100 S.F.	\$3.00	\$1.25	\$2.50	\$2.00
8	Structure Cover, (Adjustment)	2 each	\$200.00	\$150.00	\$150.00	\$200.00
9	Structure Cover, Adj, Add Depth (Reconst)	10 L.F.	\$200.00	\$150.00	\$125.00	\$200.00
10	Misc. Base Repair per CY to excavate/replace with 21AA Limestone, compacted in place	300 C.Y.	\$18.00	\$12.00	\$15.30	\$13.50
11	Installation of 6" edge drain	100 L.F.	\$7.00	\$6.00	\$7.50	\$8.00
12	Remove and Replace Curb & Gutter	100 L.F.	\$20.00	\$18.00	\$20.00	\$25.00
13	Sidewalk Ramp, ADA, Modified w/Inserts	500 S.F.	\$8.00	\$6.00	\$7.50	\$7.50
14	Sidewalk Ramp, Detectable Warning, Retrofit,	100 S.F.	\$8.00	\$8.00	\$15.00	\$25.00
15	Restoration	Included	Included	Included	Included	Included
16	Traffic Maintenance	Included	Included	Included	Included	Included
Estimated Total Cost - Proposal C			\$232,110.00	\$249,125.00	\$249,040.00	\$291,350.00

PROGRESS PAYMENTS:

Monthly	Bi-weekly	Every two weeks	Bi-weekly
---------	-----------	-----------------	-----------

CONTACT INFORMATION

Hrs of Oper.
Phone

8AM-5PM	8AM-8PM M-Sat	7AM-5PM	Michael Pittiglio
(586) 405-4578	(734) 641-3333	(586) 915-0417	(810) 560-4141

AWARD

100% of Contract

Partial Contract: Proposal A
Proposal B
Proposal C

X	X	X	X
X		X	
X		X	
X		X	

COMPLETION SCHEDULE:

BY JUNE 30th OF ANY CONTRACT YEAR

INSURANCE:

Can Meet
Cannot Meet

XX	XX	XX	XX
----	----	----	----

PAYMENT TERMS:

Monthly	Bi-weekly	Every 2 weeks	Bi-weekly
---------	-----------	---------------	-----------

WARRANTY:

1 year	As stated in contract	Maintenance Bond	1 yr Maint Bond
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ALL OR NONE-AWARD

Y or N

N	N	N	N
---	---	---	---

EXCEPTIONS:

N/A	Blank	Blank	Blank
-----	-------	-------	-------

ACKNOWLEDGEMENT:

Y or N

Y	Y	Y	Y
---	---	---	---

VENDOR QUESTIONNAIRE

Y or N

Y	Y	Y	Y
---	---	---	---

FORMS:

Legal Staus of Bidder
Non-Collusion Affidavit

Y or N
Y or N

Y	Y	Y	Y
Y	Y	Y	Y

NO BID: Carlo Construction, Inc.

****BOLDFACE TYPE DENOTES LOW TOTAL BIDDER**

ATTEST:

Marina Basta-Farouk

Tom Rosewarne

Diane Fisher

Julie Hamilton

G: ITB-COT 11-15 Concrete Pavement Repair

PROPOSAL: City of Troy Concrete Pavement Repair Program for Local and Major Roads with an Option to Renew for Two (2) Additional One Year Periods

Susan Leirstein CPPO CPPB
Purchasing Director

Opening Date -- 07/07/11
 Date Reviewed -- 7/13/11

sl

VENDOR NAME:

	Tony Angelo	Dominic Gaglio	Lacaria Concrete/	Major Cement
	Cement Construction	Construction, Inc.	Sand A Construction	Company
Ck Number	4313100100	18382662	18384356 & 530297	000331667
Ck Amount	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00

Proposal A: Local Road Maintenance Section 5, 14, 19, 20, 30, 36 and scattered locations

NO.	DESCRIPTION	EST. QTY.	FY2011/2012 UNIT PRICE	FY2011/2012 UNIT PRICE	FY2011/2012 UNIT PRICE	
1	Remove & Replace with Concrete 9" Non-reinforced-	1,000 S.Y.	\$43.00	\$37.00	\$34.50	No Bid
2	Remove & Replace with Concrete 8" Non-reinforced-	5,000 S.Y.	\$39.00	\$36.50	\$33.50	No Bid
3	Remove & Replace with Concrete 7" Non-reinforced-	64,000 SY	\$38.50	\$36.80	\$31.50	No Bid
4	Remove & Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not	100 S.F.	\$6.50	\$4.00	\$3.10	No Bid
5	Remove & Replace with Concrete Sidewalk/ 4" Non-reinforced (Locations not specified)	100 S.F.	\$6.00	\$3.85	\$2.75	No Bid
6	Remove Concrete and rplc with topsoil/seed	300 S.F.	\$1.50	\$2.00	\$3.00	No Bid
7	Structure Cover, (Adjustment)	20 each	\$150.00	\$210.00	\$175.00	No Bid
8	Structure Cover, Adj, Add Depth (Reconst)	10 L.F.	\$150.00	\$150.00	\$175.00	No Bid
9	Misc. Base Repair per CY to excavate/replace with 21AA Limestone, compacted in place	2,600 C.Y.	\$31.00	\$12.00	\$10.00	No Bid
10	Installation of 6" edge drain	200 L.F.	\$11.00	\$15.00	\$6.00	No Bid
11	Remove and Replace Curb & Gutter	200 L.F.	\$25.00	\$25.00	\$18.00	No Bid
12	Sidewalk Ramp, ADA, Modified w/Inserts	6,000 S.F.	\$9.00	\$6.00	\$4.75	No Bid
13	Sidewalk Ramp, Detectable Warning, Retrofit,	100 S.F.	\$10.00	\$10.00	\$20.00	No Bid
14	Restoration	Included	Included	Included	Included	Included
15	Traffic Maintenance	Included	Included	Included	Included	Included
Estimated Total Cost – Proposal A			\$2,851,000.00	\$2,657,985.00	\$2,286,035.00	No Bid
					Amount Corrected	

Proposal B: Major Road Maintenance - Rochester Road and Scattered Locations

NO.	DESCRIPTION	EST. QTY.	FY2011/2012 UNIT PRICE	FY2011/2012 UNIT PRICE	FY2011/2012 UNIT PRICE	FY2011/2012 UNIT PRICE
1	Remove & Replace with Concrete 9" Non-reinforced- 6 Sac	22,000 SY	\$44.00	\$45.50	No Bid	\$42.20
2	Remove & Replace with Concrete 8" Non-reinforced-	200 S.Y.	\$40.00	\$42.00	No Bid	\$32.00
3	Remove & Replace with Concrete 7" Non-reinforced-	200 S.Y.	\$38.00	\$41.00	No Bid	\$31.00
4	Remove & Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not	200 S.F.	\$6.50	\$4.15	No Bid	\$4.00
5	Remove & Replace with Concrete Sidewalk/ 4" Non-reinforced (Locations not specified)	100 S.F.	\$6.00	\$3.15	No Bid	\$4.00
6	Remove Concrete and rplc with topsoil/seed	100 S.F.	\$1.50	\$2.50	No Bid	\$1.70
7	Structure Cover, (Adjustment)	5 each	\$150.00	\$300.00	No Bid	\$1,000.00
8	Structure Cover, Adj, Add Depth (Reconst)	10 L.F.	\$150.00	\$200.00	No Bid	\$250.00
9	Misc. Base Repair per CY to excavate/replace with 21AA Limestone, compacted in place	600 C.Y.	\$31.00	\$22.00	No Bid	\$5.00
10	Installation of 6" edge drain	100 L.F.	\$11.00	\$18.00	No Bid	\$7.00
11	Remove and Replace Curb & Gutter	100 L.F.	\$25.00	\$28.00	No Bid	\$21.00
12	Sidewalk Ramp, ADA, Modified w/Inserts	500 S.F.	\$9.00	\$7.50	No Bid	\$7.00
13	Sidewalk Ramp, Detectable Warning, Retrofit,	100 S.F.	\$10.00	\$10.00	No Bid	\$7.00
14	Restoration	Included	Included	Included	Included	Included
15	Traffic Maintenance	Included	Included	Included	Included	Included
Estimated Total Cost – Proposal B			\$1,015,600.00	\$1,045,045.00	No Bid	\$959,870.00

Opening Date -- 07/07/11
 Date Prepared -- 07/13/11

VENDOR NAME:

Tony Angelo	Dominic Gaglio	Lacaria Concrete	Major Cement
Cement Construction	Construction, Inc.	Sand A Constrution	Company

Proposal C: Tri Party Concrete Repair - Big Beaver, John R, Crooks and Scattered Locations

NO.	DESCRIPTION	EST. QTY.	FY2011/2012 UNIT PRICE	FY2011/2012 UNIT PRICE	FY2011/2012 UNIT PRICE	FY2011/2012 UNIT PRICE
1	Remove & Replace with Concrete 10" Non-reinforced-	2,000 SY	\$52.50	No Bid	No Bid	\$59.00
2	Remove & Replace with Concrete 9" Non-reinforced-	3,000 S.Y.	\$42.00	No Bid	No Bid	\$58.00
3	Remove & Replace with Concrete 8" Non-reinforced-	200 S.Y.	\$41.00	No Bid	No Bid	\$37.00
4	Remove & Replace with Concrete 7" Non-reinforced-	200 S.Y.	\$37.00	No Bid	No Bid	\$32.00
5	Remove & Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not	50 S.F.	\$6.50	No Bid	No Bid	\$4.00
6	Remove & Replace with Concrete Sidewalk/ 4" Non-reinforced (Locations not specified)	50 S.F.	\$6.00	No Bid	No Bid	\$4.00
7	Remove Concrete and rplc with topsoil/seed	100 S.F.	\$1.50	No Bid	No Bid	\$1.50
8	Structure Cover, (Adjustment)	2 each	\$150.00	No Bid	No Bid	\$1,000.00
9	Structure Cover, Adj, Add Depth (Reconst)	10 L.F.	\$150.00	No Bid	No Bid	\$750.00
10	Misc. Base Repair per CY to excavate/replace with 21AA Limestone, compacted in place	300 C.Y.	\$31.00	No Bid	No Bid	\$9.00
11	Installation of 6" edge drain	100 L.F.	\$11.00	No Bid	No Bid	\$7.00
12	Remove and Replace Curb & Gutter	100 L.F.	\$25.00	No Bid	No Bid	\$27.00
13	Sidewalk Ramp, ADA, Modified w/Inserts	500 S.F.	\$9.00	No Bid	No Bid	\$10.00
14	Sidewalk Ramp, Detectable Warning, Retrofit,	100 S.F.	\$10.00	No Bid	No Bid	\$8.00
15	Restoration	Included	Included	Included	Included	Included
16	Traffic Maintenance	Included	Included	Included	Included	Included
Estimated Total Cost – Proposal C			\$267,575.00	No Bid	No Bid	\$327,750.00

PROGRESS PAYMENTS:

Bi-weekly	Every two weeks	Every 30 Days	Bi-weekly
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CONTACT INFORMATION

Hrs of Oper.
Phone

7AM-7PM	7AM-3:30PM	7AM-6PM	7AM-5PM
(248) 249-8705	(734) 216-2051	(313) 218-6834	(248) 388-1168

AWARD

100% of Contract

Partial Contract: Proposal A
 Proposal B
 Proposal C

X	X		
	X	X	
			X
			X

COMPLETION SCHEDULE:

BY JUNE 30th OF ANY CONTRACT YEAR

INSURANCE:

Can Meet
 Cannot Meet

XX	XX	XX	XX
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PAYMENT TERMS:

Bi-weekly	2 Weeks	Blank	Bi-weekly
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WARRANTY:

1 year	1 year	Blank	Per Contract
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ALL OR NONE-AWARD

Y or N

N	N	N	N
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EXCEPTIONS:

None	Blank	Blank	Blank
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ACKNOWLEDGEMENT:

Y or N

Y	Y	Y	Y
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VENDOR QUESTIONNAIRE

Y or N

N	Y	Y	Y
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FORMS:

Legal Staus of Bidder
 Non-Collusion Affidavit

Y or N
 Y or N

Y	Y	Y	Y
Y	Y	Y	Y

PROPOSAL: City of Troy Concrete Pavement Repair Program for Local and Major Roads with an Option to Renew for Two (2) Additional One Year Periods



CITY COUNCIL AGENDA ITEM

Date: May 15, 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 13-4 – Three Oaks Mill & HMA Overlay

History

Bids were received and publicly read on May 14, 2013. The low bid of \$159,434.00 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 \$199,210.00. The low bid is \$39,776.00 or 19.96% below the Engineer's estimate.

Work includes milling (grinding), the asphalt surface, base repairs, curb & gutter repairs, and an asphalt overlay on Three Oaks from Wattles to the cul-de-sac at the end of Three Oaks. The work is anticipated to start in June and be complete by the end of June 2013.

Financial

Funds for this work are available in the 2012/13 budget. The budgeted amount of \$250,000 includes funds for engineering, construction, inspection and contingencies.

Recommendation

It is recommended that City Council award a contract for the Three Oaks Mill & HMA Overlay project to Florence Cement Company, 12585 23 Mile Road, Shelby Township, MI 48315 for their low bid amount of \$159,434.00. In addition, we are requesting authorization to approve additional work, if needed, not to exceed 25% of the original project cost due to unknown quantities of repair work needed after milling off the asphalt surface.

Bid Comparison

Contract ID: 13 - 4
Contract Year: 2013
Description: Mill & Overlay
Location: Three Oaks
Projects(s): 401.447.479.7989.300

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$199,210.00	24.94%	0.00%
1	(00891) Florence Cement Company	\$159,434.00	0.00%	-19.96%
2	(08208) Pro-Line Asphalt Paving Corp.	\$167,165.92	4.84%	-16.08%
3	(00588) Ajax Paving Industries, Inc.	\$180,811.00	13.40%	-9.23%
4	(_00003) Cadillac Asphalt LLC	\$183,980.80	15.39%	-7.64%
5	(01411) Barrett Paving Materials Inc.	\$184,134.00	15.49%	-7.56%



CITY COUNCIL AGENDA ITEM

Date: May 15, 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 13-3 – Aquatic Habitat Restoration Project

History

Bids were received and publicly read on May 8, 2013. The low bid of \$1,569,927 was submitted by TSP Environmental, 12641 Stark Rd Livonia, MI 48150, as shown on the attached tabulation summary. The Engineer's estimate at the time of bidding was \$1,700,465. The low bid is \$130,538 or 7.7% below the Engineer's estimate.

The City applied for and was awarded a grant for \$985,000 from the National Oceanic and Atmospheric Administration (NOAA), funded through the Great Lakes Restoration Initiative (GLRI).

The project will restore 1,400 feet of eroded banks and stream channel, replace the road culverts at Town Center and Civic Center Drives, remove the 5-foot existing dam at the Aquatic Center Pond, construct flood controls at the upstream and downstream ends of the pond, apply meandering stream design for self-forming of the stream within the pond area; excavate flood control slopes 300 feet upstream of the pond and 400 feet downstream of Town Center Drive; remove invasive species and stabilize the banks with erosion control blankets and native plantings.

The major portion of the project involves replacement of both the Civic Center and Town Center culverts, which are in poor condition. The existing corrugated metal, twin circular culverts at Civic Center Drive will be replaced with a 14-foot by 4-foot concrete box, 128 feet long. Pavement and sidewalk removal and replacement on Civic Center is required for installation of the new culvert.

The existing corrugated metal, twin arch culverts at Town Center Drive will be replaced with a 14-foot by 4-foot concrete box, 106 feet long. Pavement and sidewalk removal and replacement on Town Center Drive is required for installation of the new culvert.

The project is scheduled to start after July 1st and be completed by November 30, 2013. The project will be monitored for approximately two years following completion, in accordance with the required Quality Assurance Project Plan. This work will include monitoring the success of native plantings, elimination of invasive species and before and after assessments of fish and other aquatic populations.



CITY COUNCIL AGENDA ITEM

Financial

Funds for this work are available in the 2013/14 budget. The budgeted amount of \$2,300,000 includes funds for engineering, construction, inspection, monitoring, reporting and contingencies. The NOAA grant of \$985,000 will pay for a portion of the project. The remainder of the project cost will be paid for with City funds.

Recommendation

It is recommended that City Council award a contract for the Aquatic Habitat Restoration Project to TSP Environmental, 12641 Stark Rd Livonia, MI 48150 for their low bid amount of \$1,569,927. In addition, we are requesting authorization to approve additional work, if needed, not to exceed 15% of the original project cost.



HUBBELL, ROTH & CLARK, INC.
Consulting Engineers

Principals
George E. Hubbell
Thomas E. Biehl
Walter H. Alix
Peter T. Roth
Michael D. Waring
Keith D. McCormack
Nancy M.D. Faught
Daniel W. Mitchell

Senior Associates
Gary J. Tressel
Kenneth A. Melchior
Randal L. Ford
Timothy H. Sullivan

Associates
Jonathan E. Booth
Michael C. MacDonald
Marvin A. Olane
William R. Davis
Jesse B. VanDeCreek
Robert F. DeFrain
Marshall J. Grazioli
Thomas D. LaCross
Dennis J. Benoit
James F. Burton
Jane M. Graham
Donna M. Martin
Charles E. Hart

May 15, 2013

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

Attn: Mr. Steve Vandette, City Engineer

Re: Bid Tabulation and Recommendation for Award
Aquatic Habitat Restoration Project

HRC Job No. 20070495

Dear Mr. Vandette:

Pursuant to your request, Hubbell, Roth & Clark, Inc. (HRC) has reviewed the bids received at your office on May 8, 2013 for the subject project. There were 3 bidders with the low bid, \$1,569,927.00, submitted by TSP Services Inc. with offices located at 12641 Stark Road, Livonia Michigan 48150. The Engineer's estimate for this project was \$1,700,465.00 or \$130,538.00 more than the low bidder (-8.31% variance).

TSP submitted a complete and responsive bid including all requisite bid items. After the bid opening, HRC contacted all references and requested additional information as outlined in the proposal documents which TSP promptly submitted. Further, a pre-award meeting for the project was held on Tuesday, May 14, 2013 with TSP, HRC, and City staff to discuss the project. TSP has successfully completed projects similar in scope and value and has outlined their tentative plan for completing this project.

On the basis of the above, HRC recommends award to TSP Services, Inc. in the bid amount of \$1,569,927.00 subject to the necessary financial arrangements, insurance certificates, and submittal of all contract documents and bonds. We have attached one (1) copy of the Bid Tabulation for you use.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

James F. Burton
Associate

MC/mc

Attachment; Bid Tabulation

pc: City of Troy; Bill Huotari

HRC; W. Alix, M. MacDonald, K. Stickel, R. Nancy, R. Myllyoja, File

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BID TABULATION
CONTRACT 13-3
Aquatic Habitat Restoration
City of Troy
Oakland County, Michigan

Bids Due: May 8, 2013
Project # 07.303.5

<u>Bidder</u>	<u>Total Bid Amount</u>
TSP Environmental	\$1,569,927.00
V.I.L. Construction	\$1,625,563.31
WCI, Inc.	\$2,049,756.20



CITY COUNCIL AGENDA ITEM

Date: May 13, 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
Oakland Mall Outlot C - Project No. 13.906.3

History

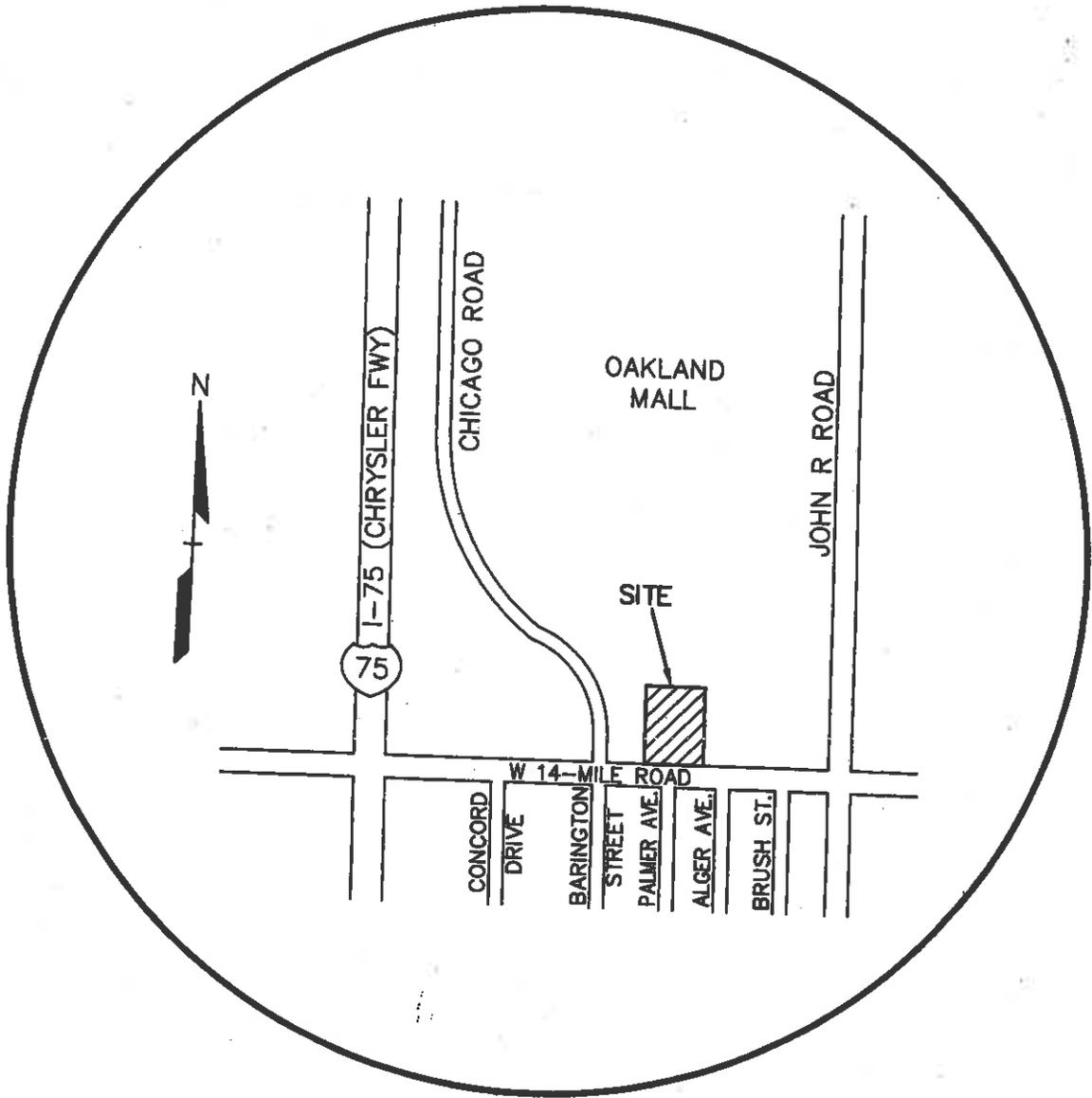
Urbancal Oakland's proposed Starbucks on Outlot C is located at Oakland Mall along 14 Mile road between Chili's and Bank of America.

Troy Planning Commission recommended preliminary site plan approval on March 12, 2013.

Site grading and utility plans for this development were reviewed and recently approved by the Engineering Department. The plans include municipal improvements; sanitary sewer, storm sewer, water main, sidewalks, soil erosion and landscaping, which will be constructed by Urbancal Oakland II, LLC 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 Urbancal Oakland II, LLC (see attached Private Agreement).

Recommendation

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



LOCATION MAP
NO SCALE

City Of Troy

Contract for Installation of Municipal Improvements (Private Agreement)

Project No.: **13.906.3**

Project Location: **SE 1/4 Section 35**

Resolution No: _____

Date of Council Approval: _____

This Contract, made and entered into this **20th** day of **May, 2013** by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and **UrbancaI Oakland II, LLC, a Delaware limited liability company, by Urban Retail Properties, LLC**, whose address is **111 East Wacker Drive, Chicago, Illinois 60601** and whose telephone number is **312-915-2535** hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of **Sanitary sewer, Storm sewer, Water main, Sidewalks, Soil erosion and Landscaping** in accordance with plans prepared by **Professional Engineering Associates, Inc.** whose address is **2430 Roachester Ct., Ste 100, Troy, MI 48083** and whose telephone number is **248-989-9090** 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 \$ **42,200.00**. 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 type="checkbox"/> |

Refundable cash deposit in the amount of \$ **10,220.00**. This amount will be deposited with the City in the form of (check one):

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

Non-refundable cash fees in the amount of \$ **4,620.00**. This amount will be paid to the City in the form of (check one):

- | | | | |
|------|--------------------------|-------|--------------------------|
| Cash | <input 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)

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 1st day of MAY, 2013.

OWNERS

CITY OF TROY

By: URBANCAL OAKLAND II, LLC,
a Delaware limited liability company

By:

By: UrbanCal, LLC, a Delaware limited liability company, it's managing member

Dane M. Slater, Mayor

By: Urban Retail Properties, LLC,
a Delaware limited liability company,
it's manager

Joseph S. McCarthy

Joseph S. McCarthy, Treasurer

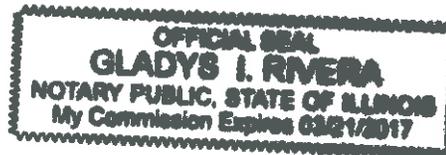
M. Aileen Bitner, City Clerk

STATE OF ILLINOIS, COUNTY OF COOK

On this 1st day of MAY, A.D. 2013, before me personally appeared JOSEPH S. MCCARTHY 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.

Gladys I. Rivera

NOTARY PUBLIC, Cook County, Illinois



My commission expires: 3/21/17

**Detailed Summary of Required Deposits & Fees
Oakland Mall Outlot C
13.906.3**

ESCROW DEPOSITS (PUBLIC):

Sanitary Sewers	\$9,879
Water Mains	\$27,785
Paving	\$0
Sidewalks	\$4,536
Deceleration and/or Passing Lane - MAJOR ROAD	\$0
Major Road Improvements (other than decel or passing lanes)	\$0
Underground Detention System/Restricted Outlet/Sewer Tap/Oil & Gas Trap	\$0
TOTAL ESCROW DEPOSITS (Refundable):	<u>\$42,200</u>

CASH FEES (Non-Refundable):

Engineering Review Fee (Private Improvements)(PA1)	\$2,245
Water Main Testing and Chlorination (PA 2)	\$650
Plan Review and Construction Inspection Fee (Public Improvements) (PA1)	\$3,418
Soil Erosion/Sedimentation Control Commercial Permit Fee (SUB 10)	\$0
Soil Erosion/Sedimentation Control Commercial Inspection Fee (SUB 10)	\$0
Less Initial Engineering Review Fee (Public & Private)(1.1%)	-\$1,693
TOTAL CASH FEES (Non-Refundable): Separate Check Required	<u>\$4,620</u>

CASH DEPOSITS (Refundable):

Street Cleaning/Road Maintenance	\$5,000
Soil Erosion/Sedimentation Control Repair, Replace, or Maintenance	\$1,000
Punchlist & Restoration	\$4,220
TOTAL CASH DEPOSITS (Refundable): Separate Check Required	<u>\$10,220</u>

Total Escrow & Cash Deposits (Refundable): Separate Check Required **\$52,420**

Total Cash Fees (Non-Refundable): Separate Check Required **\$4,620**

Total Amount: **\$57,040**

PAID
MAY 03 2013
CITY OF TROY
TREASURER'S OFFICE

A meeting of the Retiree Health Care Benefits Plan & Trust 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 1:12 p.m.

Trustees Present: Mark Calice
Thomas J. Gordon, II
Milton Stansbury
Thomas Darling, CPA
William R. Need (Ex-Officio)
Dave Henderson
Brian Kischnick (left at 1:23 pm)

Trustees Absent: Steve Pallotta

Also Present: Justin Breyer
John Lamerato

Minutes

Resolution # ER – 2013-01-1

Moved by Darling
Seconded by Stansbury

RESOLVED, That the Minutes of the December 12, 2012 meeting be approved.

Yeas: All- 6
Absent: Pallotta

Investments

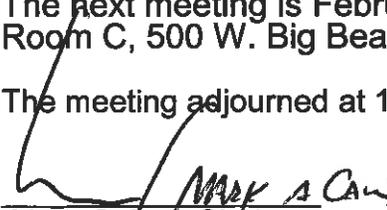
Tom Darling reviewed the Trial Balance Listing for 3 Months ending September 30, 2012. William Need requested that Mr. Darling return next month with some short-term bond options.

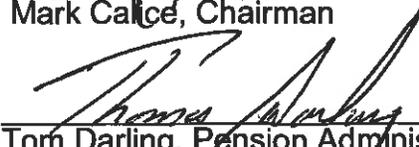
Public Comment

None

The next meeting is February 13th, 2013 at 1:00 p.m. at Troy City Hall, Conference Room C, 500 W. Big Beaver Road, Troy, MI 48084.

The meeting adjourned at 1:26 p.m.


Mark Calice, Chairman


Tom Darling, Pension Administrator

A meeting of the Employees' Retirement System Board of Trustees was held on Wednesday March 13, 2013 at Troy City Hall, 500 W. Big Beaver Road, Troy, MI 48084.

The meeting was called to order at 12:08 p.m.

Trustees Present: Mark Calice
Thomas J. Gordon, II
Thomas Darling, CPA
Milton Stansbury
Dave Henderson
Steve Pallotta

Trustees Absent: William R. Need (Ex-Officio)
Brian Kischnick

Also Present: Justin Breyer

Minutes

Resolution # ER – 2013-03-8

Moved by Pallotta
Seconded by Gordon

RESOLVED, That the Minutes of the February 13, 2013 meeting be approved.

Yeas: All-6
Absent: Kischnick

Retirement Request – Raymond Piper

Resolution # ER – 2013-03-9

Moved by Pallotta
Seconded by Stansbury

RESOLVED, That the following retirement requests be approved as amended:

Name	Raymond M. Piper
Pension Program	DB
Retirement Date	4/18/13
Department	Police
Service Time	22 yrs, 0 mo

Yeas: All-6
Absent: Kischnick

Retirement Request

Resolution # ER – 2013-03-10

Moved by Pallotta
 Seconded by Gordon

RESOLVED, That the following retirement requests be approved:

Name	Paul Monacelli	James M. Feld
Pension Program	DB	DB
Retirement Date	3/8/13	3/22/13
Department	Police	Police
Service Time	25 yrs, 0 mo	25 yrs, 0 mo

Yeas: All-6
 Absent: Kischnick

Other Business – Status of Evaluations for the Responses to RFI for Investment Consultant

The Board discussed and selected investment consultants to interview based on the Evaluations of the Responses to RFI for Investment Consultant. The Board also discussed interview questions and interview procedure.

Resolution # ER – 2013-03-11

Moved by Pallotta
 Seconded by Gordon

RESOLVED, That the Board directs the Pension Administrator to invite representatives from UBS, Greystone Consulting and the Fund Evaluation Group for Investment Consultant interviews.

Yeas: All-6
 Absent: Kischnick

Other Business – Status of Evaluations for the Responses to RFI for Investment Consultant

Resolution # ER – 2013-03-12

Moved by Stansbury
 Seconded by Pallotta

RESOLVED, That the Board change the time of the April 10, 2013 Retirement Board Meeting from 12:00 pm to 11:00 am.

Yeas: All-6
 Absent: Kischnick

INVESTMENTS

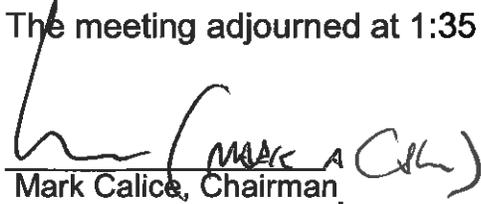
No discussion

Public Comment

None

The next meeting is April 10th, 2013 at 11:00 a.m. at Troy City Hall, Conference Room C, 500 W. Big Beaver Road, Troy, MI 48084.

The meeting adjourned at 1:35 p.m.


Mark Calice, Chairman


Tom Darling, Pension Administrator

A meeting of the Employees' Retirement System Board of Trustees was held on Wednesday April 10, 2013 at Troy City Hall, 500 W. Big Beaver Road, Troy, MI 48084.

The meeting was called to order at 11:08 p.m.

Trustees Present: Mark Calice
Thomas J. Gordon, II
Thomas Darling, CPA
Milton Stansbury
Dave Henderson
Steve Pallotta
William R. Need (Ex-Officio)

Trustees Absent: Brian Kischnick

Also Present: Justin Breyer

Minutes

Resolution # ER – 2013-04-13

Moved by Gordon

Seconded by Stansbury

RESOLVED, That the Minutes of the March 13, 2013 meeting be approved.

Yeas: All-6

Absent: Kischnick

Other Business – Status Investment Consultant Interviews

The Board interviewed candidate firms for Investment Consultant. Each interview was composed of a 15 minute introduction and 30-45 minutes of interview questions. Board members took turns asking standardized and prepared questions to the candidates. Those interviewed were:

11:00am - Greystone Consulting – Morgan Stanley

Robert F. Alati

Michael W. holycross, CIMA

Amy R. Cole, CIMA

Brian C. Green

12:00pm - Fund Evaluation Group

J. David Wetzel, CPC, CFP, AAMS, QKA, QPA

Brian T. Gray

RECESS

The Board took a 10 minute break between interviews from 1:03pm – 1:13pm

Other Business – Investment Consultant Interviews

The Board resumed interviews.

1:15pm - UBS Institutional Consulting Group

Phil Fiore, CIMA, CRPC

Jeffrey J. LaBruzzy

Rebecca Sorensen, CFP, CIMA

Other Business – Investment Consultant Interviews Discussion

The Board discussed the performance of the Investment Consultant Candidates. No decision was made.

INVESTMENTS

No discussion

Public Comment

None

The next meeting is May 8th, 2013 at 12:00 a.m. at Troy City Hall, Conference Room C, 500 W. Big Beaver Road, Troy, MI 48084.

The meeting adjourned at 3:15 p.m.

Mark Calice, Chairman

Tom Darling, Pension Administrator

A meeting of the Retiree Health Care Benefits Plan & Trust Board of Trustees was held on Wednesday, April 10, 2013, at Troy City Hall, 500 W. Big Beaver Road, Troy, MI 48084.

The meeting was called to order at 10:58 a.m.

Trustees Present: Mark Calice (arrived at 11:03 am)
 Thomas J. Gordon, II
 Milton Stansbury
 Thomas Darling, CPA
 William R. Need (Ex-Officio)
 Dave Henderson
 Steve Pallotta (arrived at 11:00 am)

Trustees Absent: Brian Kischnick

Also Present: Justin Breyer

Motion to Excuse Absent Members

Resolution # ER – 2013-04-02

Moved by Stansbury
 Seconded by Gordon

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of Mark Calice, Steve Pallotta and Brian Kischnick at the Retiree Health Care Benefits Plan & Trust Board Meeting of April 10, 2013.

Yeas: All- 4

Absent: Calice, Pallotta, Kischnick

Minutes

Resolution # ER – 2013-04-03

Moved by Stansbury
 Seconded by Gordon

RESOLVED, That the Minutes of the January 9th, 2012 meeting be approved.

Yeas: All- 6

Absent: Kischnick

Investments

Tom Darling reviewed the Waddell & Reed Report.

OTHER BUSINESS – INVESTMENT CONSULTANT

Resolution # ER – 2013-04-04

Moved by Pallotta

Seconded by Stansbury

RESOLVED, That the Board hereby directs the Pension Administrator to enter negotiations for an Investment Consultant based on the recommendation of the Employees' Retirement System Board.

Yeas: All- 6

Absent: Kischnick

Public Comment

None

The next meeting is July 10, 2013 at 1:00 p.m. at Troy City Hall, Conference Room C, 500 W. Big Beaver Road, Troy, MI 48084.

The meeting adjourned at 11:09 p.m.

Mark Calice, Chairman

Tom Darling, Pension Administrator

Chair Tagle called the Special/Study meeting of the Troy City Planning Commission to order at 7:00 p.m. on April 23, 2013 in the Council Board Room of the Troy City Hall.

1. ROLL CALL

Present:

Donald Edmunds
Edward Kempen
Tom Krent
Philip Sanzica
Gordon Schepke
Robert Schultz
Thomas Strat
John J. Tagle

Absent:

Michael W. Hutson

Also Present:

R. Brent Savidant, Planning Director
Susan Lancaster, Assistant City Attorney
Ben Carlisle, Carlisle/Wortman Associates, Inc.
Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF AGENDA

Resolution # PC-2013-04-031

Moved by: Schultz
Seconded by: Kempen

RESOLVED, To approve the Agenda as prepared.

Yes: All present (8)
Absent: Hutson

MOTION CARRIED

3. APPROVAL OF MINUTES

Chair Tagle requested the minutes to replace the term “stairwell” with “stairway” in Resolution # PC-2013-04-030.

Resolution # PC-2013-04-032

Moved by: Sanzica
Seconded by: Krent

RESOLVED, To approve the minutes of the April 9, 2013 Regular meeting as revised.

Yes: All present (8)
Absent: Hutson

MOTION CARRIED

4. PUBLIC COMMENTS – Items not on the Agenda

There was no one present who wished to speak.

5. ZONING BOARD OF APPEALS (ZBA) REPORT

Mr. Krent gave a report on the April 16, 2013 Zoning Board of Appeals meeting.

- Variance granted for 1861 Birchwood from the requirement that a building must be on the site.

6. DOWNTOWN DEVELOPMENT AUTHORITY (DDA) REPORT

Mr. Savidant gave a report on the April 17, 2013 Downtown Development Authority meeting.

- General discussion on bond obligations.

7. PLANNING AND ZONING REPORT

Mr. Savidant reported on:

- ZOTA 245, Sober Living Facilities, postponed by City Council at their April 15 meeting to their May 13, 2013 meeting.
- Site development challenges.

POSTPONED ITEM

8. PUBLIC HEARING – SPECIAL USE AND PRELIMINARY SITE PLAN REVIEW (File Number SU 403) – Proposed Fifth Third Bank ATM, Northeast Corner of John R and 14 Mile Road, Oakland Plaza, Section 36, Currently Zoned CB (Community Business) District

Mr. Carlisle addressed the site plan revisions and recommended Preliminary Site Plan approval with the condition that lighting levels be reduced to no more than 10-foot candles under the canopy between 11:00 p.m. and sunrise, as part of the Final Site Plan submittal.

Gerald Weber, the project architect, was present to represent Fifth Third Bank. He addressed:

- Lighting requirements of the bank.
- National lighting requirements.
- Photometric plan submission.
- Security and safety precautions.

Mr. Weber requested consideration by the Board to grant an exception to the Zoning Ordinance requirement that lighting intensity must be reduced between 11:00 p.m. and sunrise.

There was discussion on:

- Accuracy of photometric plan.
- Site location, as relates to open parking lot, nearby 24-hour business, existing mature trees, affect on residents or traffic in area.
- Setting precedent in granting exceptions.
- Ambient, peripheral, pole lighting.
- Motion sensor, timer.

PUBLIC HEARING

Other than petitioner’s representative, Gerald Weber, no other members of the public were present at the meeting to speak to this agenda item. Therefore, no public comments were made.

Resolution # PC-2013-04-033

Moved by: Sanzica

Seconded by: Strat

RESOLVED, That Special Use Approval and Preliminary Site Plan Approval for the proposed Fifth Third Bank ATM, Northeast Corner of John R and 14 Mile Road, Oakland Plaza, Section 36, currently zoned CB (Community Business) district, be granted, subject to the following condition:

- 1) Reduce lighting levels to no more than 10-foot candles under the canopy between 11:00 p.m. and sunrise, with the exception to control lighting levels with a photocell sensor and timer that cannot exceed up to 20-foot candles for up to 10 minutes per ATM visit, in an effort to provide safety and security precautions due to the conditions and nature of the site and the lack of personnel to call for assistance.

Yes: All present (8)

Absent: Hutson

MOTION CARRIED

OTHER BUSINESS

9. **PUBLIC COMMENTS** – For Items on Current Agenda

There was no one present who wished to speak.

10. PLANNING COMMISSION COMMENTS

There were general Planning Commission comments on:

- Shared parking, Granite City site plan.
- Preliminary Site Plan review as relates to outside storage on public access.
- Sign Ordinance; update on all City codes and procedures.
- Master Plan study, as relates to recent variance granted from the requirement that a building must be on a site.
- Planning Commission education and training budget item; kudos to Mr. Savidant in his presentation to City Council.
- Transit Center status.

The Special/Study meeting of the Planning Commission adjourned at 8:05 p.m.

Respectfully submitted,

John J. Tagle, Chair

Kathy L. Czarnecki, Recording Secretary

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A meeting of the Employees' Retirement System Board of Trustees was held on Wednesday May 8, 2013 at Troy City Hall, 500 W. Big Beaver Road, Troy, MI 48084.

The meeting was called to order at 12:06 p.m.

Trustees Present: Mark Calice
Thomas J. Gordon, II (left at 1:55pm)
Thomas Darling, CPA
Milton Stansbury
Steve Pallotta
William R. Need (Ex-Officio)

Trustees Absent: Brian Kischnick
Dave Henderson

Also Present: Justin Breyer
Rebecca Sorenson
John Grant

Minutes

Resolution # ER – 2013-05-14

Moved by Pallotta
Seconded by Gordon

RESOLVED, That the Minutes of the April 10, 2013 meeting be approved.

Yeas: All-5

Absent: Kischnick, Henderson

Retirement Requests – Carolyn Wright Disability Retirement

The board discussed whether to appoint a physician to review the case. The board wants to invite City Attorney Lori Bluhm to the next meeting.

Other Business – Third Quarter Performance Reports

John Grant and Rebecca Sorenson presented UBS's Third Quarter Performance Report.

Thomas Darling also presented his Third Quarter Performance Report to the Board.

Other Business – Discussion Relating to Investment Consultant

The board discussed their thoughts on the performance of Investment Consultant candidates as well as the direction of services in general. No decision was made.

INVESTMENTS

Resolution # ER – 2013-05-15

Moved by Darling

Seconded by Pallotta

RESOLVED, That the Board directs the Pension Administrator to sell all but 5,000 shares of Sigma-Aldrich.

Yeas: All-4

Absent: Kischnick, Henderson, Gordon

Public Comment

None

The next meeting is June 12th, 2013 at 12:00 a.m. at Troy City Hall, Conference Room C, 500 W. Big Beaver Road, Troy, MI 48084.

The meeting adjourned at 2:18 p.m.

Mark Calice, Chairman

Tom Darling, Pension Administrator

Beth L Tashnick

Subject: FW: Thank You!

From: Auerbach, Michael [<mailto:mauerbach@gcfb.org>]

Sent: Thursday, May 09, 2013 3:17 PM

To: Cathleen A Russ

Subject: Thank You!

Dear Cathleen,

Thank you and the rest of the Troy Public Library staff for participating in the Food for Fines/Food for Thought Campaign! Through your terrific efforts we received 295 pounds of food. This generous donation will provide 245 meals for our hungry neighbors in need.

We appreciate your support in making the first year of the Food for Fines/Food for Thought Campaign a success. By mobilizing the members of your library community to take a stand against hunger, you have played a major part in helping to connect hungry people with the food they need.

I will send an email at the end of the month to let you know how much food was collected in total from the Campaign. I look forward to working with you again in the future!

Sincerely,

Mike Auerbach

Food and Fund Drive Coordinator

Gleaners Community Food Bank

2131 Beaufait

Detroit, MI 48207

Office: (313) 923-3535 ext. 211

mauerbach@gcfb.org