



AGENDA

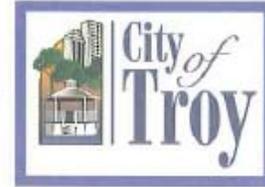
Regular Meeting of the

CITY COUNCIL OF THE CITY OF TROY

DECEMBER 21, 2009
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: John Szerlag, 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 amendment and 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 cursive script, appearing to read "John Szerlag".

John Szerlag, City Manager

MEMBERS OF THE PUBLIC AND VISITORS

(City Council Rules of Procedure – Rule 16)

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 five (5) 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 five minutes to address Postponed, Regular Business or Consent Agenda items or any other item as permitted under the Open Meetings Act during the Public Comment portion of the agenda.
- City Council may waive the requirements of this section by a majority of the City Council members.
- City Council may wish to schedule a Special Meeting for Agenda items that are related to topics where there is significant public input anticipated.
- Through a request of the Chair and a majority vote of City Council, public Comment may be limited when there are fifteen (15) or more people signed up to speak either on a Public Hearing item or for the Public Comment period of the agenda.



CITY COUNCIL AGENDA

December 21, 2009 – 7:30 PM
Council Chambers
City Hall - 500 West Big Beaver
Troy, Michigan 48084
(248) 524-3317

INVOCATION: Pastor Cliff Johnson – Woodside Bible Church **1**

PLEDGE OF ALLEGIANCE **1**

A. CALL TO ORDER: **1**

B. ROLL CALL: **1**

C. CERTIFICATES OF RECOGNITION: **1**

C-1 Presentations: 1

- (a) On behalf of the City of Troy Employees' Casual for a Cause Program (September/October), Community Affairs Director Cindy Stewart will present a check in the amount of \$1,053.00 to *US Marines Corps Reserves Toys for Tots Program*..... 1
- (b) Welcome Home Proclamation – Corporal Eric Nakalsky 1
- (c) Welcome Home Proclamation – Corporal Derrick Savage..... 1
- (d) Welcome Home Proclamation – Lance Corporal Matthew Hebert..... 1

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D-1 No Carryover Items 1

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(b) City Council Nominations: Advisory Committee for Persons with Disabilities; Advisory Committee for Senior Citizens; Board of Zoning Appeals; Building Code Board of Appeals; Election Commission; Employee Retirement System Board of Trustees/Retiree Health Care Benefits Plan and Trust; Historic District Commission; Historic District Study Committee; Liquor Advisory Committee; Municipal Building Authority; and Youth Council..... 5

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| I-7 | Private Agreement for Renaissance Spa – Project No. 08.905.3 | 12 |
| I-8 | Request for Recognition as a Nonprofit Organization Status from Milton A. Gust, Executive Secretary for the Order of Ahepa District #10, Educational Foundation | 12 |
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INVOCATION: Pastor Cliff Johnson – Woodside Bible Church**PLEDGE OF ALLEGIANCE****A. CALL TO ORDER:****B. ROLL CALL:**

- (a) Mayor Louise E. Schilling
Robin Beltramini
Mayor Pro Tem Wade Fleming
Martin Howrylak
Mary Kerwin
Maureen McGinnis
Dane Slater

- (b) Absent Council Members:

Suggested Resolution

Resolution #2009-12-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of _____
at the Regular City Council Meeting of Monday, December 21, 2009 and the Closed Session of
Monday, December 21, 2009 due to _____.

Yes:

No:

C. CERTIFICATES OF RECOGNITION:**C-1 Presentations:**

- (a) On behalf of the City of Troy Employees' Casual for a Cause Program (September/October), Community Affairs Director Cindy Stewart will present a check in the amount of \$1,053.00 to *US Marines Corps Reserves Toys for Tots Program*
- (b) Welcome Home Proclamation – Corporal Eric Nakalsky
- (c) Welcome Home Proclamation – Corporal Derrick Savage
- (d) Welcome Home Proclamation – Lance Corporal Matthew Hebert

D. CARRYOVER ITEMS:**D-1 No Carryover Items**

E. PUBLIC HEARINGS:**E-1 Zoning Ordinance Text Amendment (File Number ZOTA 241) – Establishment of Zoning Administrator**Suggested Resolution

Resolution #2009-12-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **AMENDS** Articles 22, 23, 28, 41, 42 and 43 of the City of Troy Zoning Ordinance, pertaining to the establishment of the position of Zoning Administrator and assigning the responsibilities of the Zoning Administrator, to read as written in the proposed Zoning Ordinance Text Amendment (ZOTA 241), City Council Public Hearing Draft, as recommended by the Planning Commission.

Yes:

No:

F. PUBLIC COMMENT: In accordance with the Rules of Procedure of the City Council, Article 16 – 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.*

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- City Council may waive the requirements of this section by a majority of the City Council members.
- City Council may wish to schedule a Special Meeting for Agenda items that are related to topics where there is significant public input anticipated.
- Through a request of the Chair and a majority vote of City Council, public Comment may be limited when there are fifteen (15) or more people signed up to speak either on a Public Hearing item or for the Public Comment period of the agenda.

G. POSTPONED ITEMS:

G-1 No Postponed Items

H. REGULAR BUSINESS:

H-1 Appointments to Boards and Committees:

The following Boards and Committees have expiring terms and/or vacancies. Bold black lines indicate the number of appointments required:

The appointment of new members to all of the listed Board and Committee vacancies will require only one motion and vote by City Council. Council members submit nominations for appointment at the meeting prior to consideration. Whenever the number of submitted names exceeds the number of vacancies, a separate motion and roll call vote will be required to confirm the nominee receiving the greatest number of votes in the Council polling process (current process of appointing). Remaining vacancies will automatically be carried over to the next Regular City Council Meeting Agenda for consideration.

(a) Mayoral Appointments: Planning Commission

Suggested Resolution

Resolution #2009-12-

Moved by

Seconded by

RESOLVED, That the Mayor of the City of Troy hereby **APPOINTS** the following persons to serve on the Boards and Committees as indicated:

Planning Commission

Appointed by Mayor, Council Approval (9-Regular) 3-Year Terms

| | |
|-------------------|--|
| Michael W. Hutson | Term Expires 11/11/2013 12/31/2012* *CORRECTION TO TERM |
| Philip Sanzica | Term Expires 11/11/2013 12/31/2012* *CORRECTION TO TERM |
| John J. Tagle | Term Expires 11/11/2013 12/31/2012* *CORRECTION TO TERM |

Yes:

No:

(b) City Council Appointments: Building Code Board of Appeals and Southeastern Michigan Council of Governments (SEMCOG)

Suggested Resolution

Resolution #2009-12-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **APPOINTS** the following persons to serve on the Boards and Committees as indicated:

Building Code Board of Appeals

Appointed by Council (5-Regular) 5-Year Term for 3 Residents: with background, training or experience in construction or similar trades; at least one shall be a professional structural or civil engineer of architectural engineering experience.*

2 by Ordinance: City Manager and Oakland County Health Department Representative

John Szerlag **City Manager**

ORDINANCE – Chapter 79 Section 116.2

Michael Pylar **Oakland County Health Dept. Rep.**

ORDINANCE – Chapter 79 Section 116.2

Southeastern Michigan Council of Governments (SEMCOG)

Appointed by Council (1-Delgate & 1-Alternate) Appointment Every Odd Year Election

Robin E. Beltramini **Delegate**

Term Expires 11/08/2011

Mark F. Miller **Alternate**

Term Expires 11/08/2011

Yes:

No:

H-2 Nominations for Appointments to Boards and Committees:

The following Boards and Committees have expiring terms and/or vacancies. Bold black lines indicate the number of appointments required:

The nomination of applicants to the following listed Board and Committee vacancies will be moved forward to the next Regular City Council Meeting for consideration of appointment.

(a) Mayoral Nominations: Board of Review

Suggested Resolution

Resolution #2009-12-

Moved by

Seconded by

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

Board of Review

Appointed by Mayor (3-Regular) 3-Year Term

Term Expires 01/31/2013

Yes:

No:

- (b) City Council Nominations: Advisory Committee for Persons with Disabilities; Advisory Committee for Senior Citizens; Board of Zoning Appeals; Building Code Board of Appeals; Election Commission; Employee Retirement System Board of Trustees/Retiree Health Care Benefits Plan and Trust; Historic District Commission; Historic District Study Committee; Liquor Advisory Committee; Municipal Building Authority; and Youth Council**

Suggested Resolution

Resolution #2009-12-

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:

Advisory Committee for Persons with Disabilities

Appointed by Council (9-Regular) 3-Year Term: 3-Regular-with disabilities; 3-Regular-general populace; 3-Regular-in need of transportation (3-Alternate) 3-Year Term

Unexpired Term 11/01/2011

Term Expires 11/01/2012

Term Expires 11/01/2012

Term Expires 11/01/2012

Alternate Term Expires 11/01/2012

Alternate Term Expires 11/01/2012

Alternate Term Expires 11/01/2012

Advisory Committee for Senior Citizens

Appointed by Council (9-Regular) – 3-Year Term

Unexpired Term 04/30/2011

Unexpired Term 04/30/2012

Board of Zoning Appeals

Appointed by Council (7-Regular) 3-Year Term

Planning Commission Rep.* Term Expires 01/31/2011

Planning Commission Alternate Rep.* Term Expires 01/31/2011

***Planning Commission to forward their recommendation**

Building Code Board of Appeals

Appointed by Council (5-Regular) 5-Year Term for 3 Residents: with background, training or experience in construction or similar trades; at least one shall be a professional structural or civil engineer or architectural engineering experience.*

2 by Ordinance: City Manager and Oakland County Health Department Representative

***Resident** Term Expires 01/01/2015

***Resident** Term Expires 01/01/2015

***Resident** Term Expires 01/01/2015

Election Commission

Appointed by Council (2-Regular; 1-Charter) 1-Year Term

Term Expires 01/31/2011

Term Expires 01/31/2011

Employee Retirement System Board of Trustees/Retiree Health Care Benefits Plan and Trust

Appointed by Council (City Council Appointee) 3-Year Term

City Council Appointee Term Expires 12/31/2012

Historic District Commission

Appointed by Council (7-Regular) 3-Year Term; (Student) 1-Year Term

(All Troy residents; at least 2 chosen by a duly organized history group and 1 architect, if available.)

Student Term Expires 07/01/2010

Architect (if available) Unexpired Term 05/15/2012

Historic District Study Committee

Appointed by Council (7-Regular-Ad Hoc) 3-Year Term (1-Historic District Comm. Member; and 1-Local Historic Preservation Organization)

_____ Ad Hoc

_____ Ad Hoc

_____ **Historical Society Member** Ad Hoc

_____ **Historic District Comm. Member** Ad Hoc

Note: Historic District Commission notified and will forward their recommendation asap.

Liquor Advisory Committee

Appointed by Council (7-Regular) 3-Year Term

_____ Term Expires 01/31/2013

Municipal Building Authority

Appointed by Council (5-Regular) 3-Year Term

_____ Unexpired Term 01/31/2011

_____ Unexpired Term 01/31/2012

_____ Term Expires 01/31/2013

Youth Council

Appointed by Council (13 Regular-Student) 1-Year Term

_____ Term Expires 06/01/2010

_____ Term Expires 06/01/2010

Yes:

No:

H-3 Scheduled Contract Re-opener with Detroit Water and Sewerage (Year 2)

Suggested Resolution

Resolution #2009-12-

Moved by

Seconded by

WHEREAS, In 2008, the City of Troy and the Detroit Water and Sewerage Department (DWSD) entered into a 30 year contract to provide wholesale water which also includes the

right of a re-opener of the DWSD commitment and adjusting factors used to develop the water rates charged to the City of Troy; and

WHEREAS, After two (2) years of successfully shifting peaks the city has qualified for reduced fees on the schedules based on the limitations to peak water volumes and thus resulted in the re-opening of the contract for minor clarification of contract language;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the attached amendment to the 30-year contract to provide wholesale water between the City of Troy and the Detroit Water and Sewerage Department, as recommended by City Administration, and hereby **AUTHORIZES** the Mayor and City Clerk to execute the documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:

No:

H-4 Abolishment of Brownfield Plan #1 – Grand Sakwa/Midtown

Suggested Resolution

Resolution #2009-12-

Moved by

Seconded by

WHEREAS, The Troy Brownfield Redevelopment Authority (TBRA) adopted Resolution #2009-12-02, that recommends abolishment of Brownfield Plan #1 as amended (Grand Sakwa/Midtown);

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **ABOLISHES** Brownfield Plan #1, as amended (Grand Sakwa/Midtown), as permitted by MCL 125.2666 (2), since the purposes for which the plan were established have been accomplished, and hereby **DIRECTS** the City Clerk to forward a certified resolution of abolishment to the State of Michigan.

Yes:

No:

H-5 Deficit Elimination Plans

Suggested Resolution

Resolution #2009-12-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **APPROVES** and **ADOPTS** the Downtown Development Authority, Aquatic Center and Sanctuary Lake Golf Course Deficit Elimination Plans presented to this meeting.

Yes:

No:

H-6 Proposed Troy City Code Ordinance Amendment – Chapter 3 – Administrative ServiceSuggested Resolution

Resolution #2009-12-

Moved by

Seconded by

BE IT RESOLVED, That Troy City Council hereby **ADOPTS** an ordinance to amend Chapter 3, Administrative Service, as prepared by City Administration, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:

No:

H-7 Proposed Troy City Code Ordinance – Chapter 102 – Cost RecoverySuggested Resolution

Resolution #2009-12-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **ADOPTS** an ordinance as Chapter 102, Cost Recovery, as recommended by City Administration, a copy of which shall be **ATTACHED** to the original Minutes of the meeting; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **ADOPTS** an ordinance to amend Chapter 93, Fire Prevention, to delete Section 112.2 and Section 112.3 from the ordinance, as recommended by City Administration, a copy of which shall be **ATTACHED** to the original Minutes of the meeting.

Yes:

No:

H-8 Request from M & M Troy, Inc. for a New SDM License with Gas Pumps to be Located at 1634 John R – MLCC Request #438202**(a) New License**Suggested Resolution

Resolution #2009-12-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **CONSIDERS** for **APPROVAL** the request from M & M Troy, Inc. for a new SDM License with Gas Pumps to be located at 1634 John R, Troy, MI 48083, Oakland County {MLCC Request #438202} “above all others”; and

BE IT FURTHER RESOLVED, That it is the consensus of this legislative body that the application **BE RECOMMENDED** "above all others" for issuance.

Yes:

No:

(b) Agreement

Suggested Resolution

Resolution #2009-12-

Moved by

Seconded by

WHEREAS, The Troy City Council deems it necessary to enter agreements with applicants for liquor licenses for the purpose of providing civil remedies to the City of Troy in the event licensees fail to adhere to Troy Codes and Ordinances;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** an agreement with M & M Troy, Inc., for a new SDM License with Gas Pumps to be located at 1634 John R, Troy, MI 48083, Oakland County {MLCC Request #438202}, and hereby **AUTHORIZES** the Mayor and City Clerk to execute the document, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:

No:

I. CONSENT AGENDA:

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

Suggested Resolution

Resolution #2009-12-

Moved by

Seconded by

RESOLVED, That all items as presented on the Consent Agenda are hereby **APPROVED** as presented with the exception of Item(s) _____, which **SHALL BE CONSIDERED** after Consent Agenda (I) items, as printed.

Yes:

No:

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

I-2 Approval of City Council MinutesSuggested Resolution

Resolution #2009-12-

RESOLVED, That Troy City Council hereby **APPROVES** the Minutes of the 7:30 PM Regular City Council Meeting of December 7, 2009 as submitted.

I-3 Proposed City of Troy Proclamations:Suggested Resolution

Resolution #2009-12-

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

- (a) Welcome Home Proclamation – Corporal Eric Nakalsky
 - (b) Welcome Home Proclamation – Corporal Derrick Savage
 - (c) Welcome Home Proclamation – Lance Corporal Matthew Hebert
-

I-4 Standard Purchasing Resolutions:**a) Standard Purchasing Resolution 1: Award to Low Bidder – Document Scanner and Printer**Suggested Resolution

Resolution #2009-12-

BE IT RESOLVED, That Troy City Council hereby **AWARDS** a contract to furnish and install one (1) new GEI Colortrac SmartLF Gx+ T42C Scanner and one (1) new Canon iPF750 Printer for the City of Troy Fire department to the low total bidder, Priority Office Solutions LLC of Shelby Township, MI, for an estimated total cost of \$16,398.00, at prices contained in the bid tabulation opened October 29, 2009, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; and

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

I-5 Ratification of Revised MDOT Subcontract with Hubbell, Roth & Clark, Inc. for Construction Engineering Services for the Reconstruction of Wattles Road, 1000' East and West of Rochester Road – Project No. 01.106.5

Suggested Resolution
Resolution #2009-12-

RESOLVED, That Troy City Council hereby **RATIFIES** the revised MDOT subcontract with Hubbell, Roth & Clark, Inc. for construction engineering services for the reconstruction and widening of Wattles Road, 1,000' East and West of Rochester Road and hereby **AUTHORIZES** the Mayor and City Clerk to execute the documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

I-6 Ratification of Revised MDOT Subcontract with Hubbell, Roth & Clark, Inc. for Construction Engineering Services for the Reconstruction of Rochester Road from Torpey to Barclay – Project No. 99.203.5

Suggested Resolution
Resolution #2009-12-

RESOLVED, That Troy City Council hereby **RATIFIES** the revised MDOT subcontract with Hubbell, Roth & Clark, Inc. for construction engineering services for the reconstruction and widening of Rochester Road, from Torpey to Barclay and hereby **AUTHORIZES** the Mayor and City Clerk to execute the documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

I-7 Private Agreement for Renaissance Spa – Project No. 08.905.3

Suggested Resolution
Resolution #2009-12-

RESOLVED, That Troy City Council hereby **APPROVES** the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and RPS, Troy LLC, for the installation of water main, sanitary sewer, storm sewer, paving and sidewalks on the site and in the adjacent right of way, and hereby **AUTHORIZES** the Mayor and City Clerk to execute the documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

I-8 Request for Recognition as a Nonprofit Organization Status from Milton A. Gust, Executive Secretary for the Order of Ahepa District #10, Educational Foundation

Suggested Resolution
Resolution #2009-12-

RESOLVED, That Troy City Council hereby **APPROVES** the request from the *Order of Ahepa District #10, Educational Foundation* asking that they be recognized as a nonprofit organization

operating in the community for the purpose of obtaining a charitable gaming license as recommended by City Management.

I-9 Andrew Zurowski v. City of Troy

Suggested Resolution

Resolution #2009-12-

RESOLVED, That Troy City Council hereby **DIRECTS** the City Attorney to defend the City of Troy and the Troy Police Department in the *Zurowski v. City of Troy and Troy Police Department* lawsuit, and hereby **AUTHORIZES** the City Attorney to pay reasonable and necessary costs and fees in the defense of the action.

I-10 Arbor Day Proclamation

Suggested Resolution

Resolution #2009-12-

WHEREAS, The City of Troy wishes to acknowledge that Troy's urban forest reduces noise, air pollution, energy costs, reflected light, flooding, stabilizes soils, sequesters carbon, provides habitat for wildlife and improves the overall quality of life;

WHEREAS, Trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community;

WHEREAS, It is in the interest of all to plant and protect trees; and

WHEREAS, Troy desires to be recognized as a Tree City USA by The National Arbor Day Foundation and wishes to continue its tree planting ways;

THEREFORE, BE IT RESOLVED, That the Troy City Council hereby **PROCLAIMS** May 7, 2010, May 6, 2011, and May 4, 2012 as Arbor Day in the City of Troy, and urges all citizens to support our City's urban forestry program and to plant trees to gladden the hearts and promote the well-being of present and future generations.

J. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

J-1 Announcement of Public Hearings: None Submitted

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

K. COUNCIL REFERRALS: Items Advanced to the City Manager by Individual City Council Members for Placement on the Agenda

K-1 No Council Referrals Advanced

L. COUNCIL COMMENTS

L-1 No Council Comments Advanced

M. REPORTS

M-1 Minutes – Boards and Committees:

- (a)** Traffic Committee/Final – July 15, 2009
 - (b)** Parks and Recreation Advisory Board/Final – September 17, 2009
 - (c)** Library Advisory Board/Final – October 8, 2009
 - (d)** Downtown Development Authority/Final – October 21, 2009
 - (e)** Traffic Committee/Final – October 21, 2009
 - (f)** Historic Commission/Final – October 27, 2009
 - (g)** Liquor Advisory Committee/Final – November 9, 2009
 - (h)** Board of Zoning Appeals/Final – November 17, 2009
 - (i)** Planning Commission Special/Study/Draft – December 1, 2009
 - (j)** Planning Commission Special/Study/Final – December 1, 2009
 - (k)** Liquor Advisory Committee/Draft – December 14, 2009
 - (l)** Election Commission/Final – September 25, 2009
 - (m)** Election Commission/Draft – December 17, 2009
-

M-2 Department Reports:

- (a)** Council Member Beltramini Travel Expense Report – NLC – FAIR Steering Committee – on October 8-11, 2009
-

M-3 Letters of Appreciation:

- (a)** Letter of Thanks to Chief Mayer from Warren Police Patrol Services Bureau Captain Scott Pavlik Regarding Troy Police Assistance with Special Sweep Operation
 - (b)** Letter of Appreciation to Chief Mayer from Linda Strand Regarding the Assistance Received from Officer Mairorano
-

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

M-5 Communication from City Manager John Szerlag and Human Resources Director Peggy Sears Regarding the Results of Union Elections

M-6 Communication from Troy Police Department Regarding 2009 Grant Summary

M-7 Communication from Risk Manager Stephen Cooperrider Regarding City Employees' Dental Insurance Coverage

N. STUDY ITEMS

N-1 No Study Items Submitted

O. CLOSED SESSION:

O-1 Closed Session

Suggested Resolution

Resolution #2009-12-

Moved by

Seconded by

BE IT RESOLVED, That Troy City Council **SHALL MEET** in Closed Session, as permitted by MCL 15.268 (e) Pending Litigation – *City of Troy v. Susan Sandelman*, Trustee for Esther Jeffrey Trust.

Yes:

No:

P. ADJOURNMENT

Respectfully submitted,



John Szerlag, City Manager

SCHEDULED CITY COUNCIL MEETINGS:

- Monday, January 4, 2010..... Regular City Council
- Monday, January 25, 2010..... Regular City Council
- Monday, February 1, 2010..... Regular City Council
- Wednesday, February 10, 2010 (Liquor Violation Hearing) Regular City Council
- Monday, February 15, 2010..... Regular City Council
- Wednesday, February 17, 2010 (Liquor Violation Hearing) Regular City Council
- Monday, March 1, 2010 Regular City Council
- Monday, March 15, 2010 Regular City Council
- Monday, April 5, 2010 Regular City Council
- Monday, April 19, 2010 Regular City Council
- Monday, April 26, 2010 Special Study Session – Budget
- Monday, May 3, 2010..... Special Study Session – Budget

**WELCOME HOME PROCLAMATION
CORPORAL ERIC NAKALSKY**

WHEREAS, Whenever called upon to defend our nation's security at home or abroad, the men and women who serve in the United States Armed Forces respond immediately, placing this Nation's interests above their own. **Corporal Eric Nakalsky** is one such hero; and

WHEREAS, The contributions and sacrifices made by our military personnel are vital to maintaining America's blessings of freedom and liberty; and

WHEREAS, The families of those serving in our nation's military make meaningful sacrifices and provide the support, love and dedication essential to their well-being and service, such as **Eric's** parents Lorraine and Bill; and

WHEREAS, **Corporal Eric Nakalsky** joins the great heritage of the brave warriors serving for freedom around the world, in such places as Yorktown and Lexington, Gettysburg and Appomattox, Normandy and the Argonne, Iwo Jima and Okinawa, Seoul and the Chosin Reservoir, Saigon and Keh Sanh, and now in places like Fallujah, Kabul and Baghdad; and

NOW THEREFORE BE IT RESOLVED, That the City Council of the City of Troy does hereby proclaim **December 21, 2009** as an official date in the City of Troy to most gratefully honor, sincerely appreciate, and wholeheartedly thank **Corporal Eric Nakalsky**, Troy High Graduate Class of 2005, for his three years in the United States Marine Corps most recently serving in Iraq and Afghanistan; and

BE IT FURTHER RESOLVED, That the City of Troy encourages citizens, schools, businesses, and the media of the City of Troy to use this occasion to recognize, honor, and show appreciation to **Corporal Eric Nakalsky** for his dedicated service and sacrifice to our Nation.

Presented this 21st day of December 2009.

**WELCOME HOME PROCLAMATION
CORPORAL DERRICK SAVAGE**

WHEREAS, Whenever called upon to defend our nation's security at home or abroad, the men and women who serve in the United States Armed Forces respond immediately, placing this Nation's interests above their own. **Corporal Derrick Savage** is one such hero; and

WHEREAS, The contributions and sacrifices made by our military personnel are vital to maintaining America's blessings of freedom and liberty; and

WHEREAS, The families of those serving in our nation's military make meaningful sacrifices and provide the support, love and dedication essential to their well-being and service, such as **Derrick's** parents Tammy and Raymond; and

WHEREAS, **Corporal Derrick Savage** joins the great heritage of the brave warriors serving for freedom around the world, in such places as Yorktown and Lexington, Gettysburg and Appomattox, Normandy and the Argonne, Iwo Jima and Okinawa, Seoul and the Chosin Reservoir, Saigon and Keh Sanh, and now in places like Fallujah, Kabul and Baghdad; and

NOW THEREFORE BE IT RESOLVED, That the City Council of the City of Troy does hereby proclaim **December 21, 2009** as an official date in the City of Troy to most gratefully honor, sincerely appreciate, and wholeheartedly thank **Corporal Derrick Savage**, Troy High Graduate Class of 2005, for his three years in the United States Marine Corps most recently serving two tours in Iraq; and

BE IT FURTHER RESOLVED, That the City of Troy encourages citizens, schools, businesses, and the media of the City of Troy to use this occasion to recognize, honor, and show appreciation to **Corporal Derrick Savage** for his dedicated service and sacrifice to our Nation.

Presented this 21st day of December 2009.

**WELCOME HOME PROCLAMATION
LANCE CORPORAL MATTHEW HEBERT**

WHEREAS, Whenever called upon to defend our nation's security at home or abroad, the men and women who serve in the United States Armed Forces respond immediately, placing this Nation's interests above their own. **Lance Corporal Matthew Hebert** is one such hero; and

WHEREAS, The contributions and sacrifices made by our military personnel are vital to maintaining America's blessings of freedom and liberty; and

WHEREAS, The families of those serving in our nation's military make meaningful sacrifices and provide the support, love and dedication essential to their well-being and service, such as **Matthew's** parents Carla and Bob; and

WHEREAS, **Lance Corporal Matthew Hebert** joins the great heritage of the brave warriors serving for freedom around the world, in such places as Yorktown and Lexington, Gettysburg and Appomattox, Normandy and the Argonne, Iwo Jima and Okinawa, Seoul and the Chosin Reservoir, Saigon and Keh Sanh, and now in places like Fallujah, Kabul and Baghdad; and

NOW THEREFORE BE IT RESOLVED, That the City Council of the City of Troy does hereby proclaim **December 21, 2009** as an official date in the City of Troy to most gratefully honor, sincerely appreciate, and wholeheartedly thank **Lance Corporal Matthew Hebert**, Troy High Graduate Class of 2006, for his three years in the United States Marine Corps most recently in Iraq and Afghanistan; and

BE IT FURTHER RESOLVED, That the City of Troy encourages citizens, schools, businesses, and the media of the City of Troy to use this occasion to recognize, honor, and show appreciation to **Lance Corporal Matthew Hebert** for his dedicated service and sacrifice to our Nation.

Presented this 21st day of December 2009.



CITY COUNCIL ACTION REPORT

DATE: December 16, 2009

TO: John Szerlag, City Manager

FROM: Mark F. Miller, Acting Assistant City Manager/Economic Development Services
R. Brent Savidant, Acting Planning Director

SUBJECT: Public Hearing – Zoning Ordinance Text Amendment (File Number ZOTA 241) –
Establishment of Zoning Administrator

A Planning Commission public hearing was held for this item on December 15, 2009. The Planning Commission recommended approval of the proposed text amendment.

The Economic Development Services Division of the City of Troy is undergoing restructuring. The intent of the restructuring effort is to improve administrative efficiencies, therefore creating a stronger investment environment in Troy. Zoning Ordinance functions presently provided by the Building Department will be assigned to the Planning Department. The City of Troy Zoning Ordinance assigns a number of responsibilities to the Building Inspector, including administrative and enforcement responsibilities and interpretation of the Zoning Ordinance.

It is standard practice for Zoning Ordinances in Michigan to include a provision that establishes a Zoning Administrator and defines the responsibilities of the Zoning Administrator. The proposed amendment establishes the Zoning Administrator position and clarifies that the Zoning Administrator will be responsible for administration and enforcement of the Zoning Ordinance, including the Board of Zoning Appeals. The City Manager will assign Zoning Administrator responsibility to an existing City employee; a new employee will not be hired to fill this position. At this time the Zoning Administrator will be the Assistant City Manager/Economic Development Services. The Planning Department will assist the Zoning Administrator in these tasks.

It should be noted that Chapter 3, Administrative Services, is proposed to be amended to provide the Zoning Administrator the authority to enforce the provisions of the Zoning Ordinance.

Approved as to form and legality:

Lori Grigg Bluhm, City Attorney

Attachments:

1. ZOTA 241, City Council Public Hearing Draft.
2. Draft Minutes, December 15, 2009 Planning Commission Special Meeting.
3. Letter of opposition, dated December 2, 2009.

Prepared by RBS/MFM

G:\ZOTAs\ZOTA 241 Establishment of Zoning Administrator\CC Public Hearing 12 21 09.doc

CITY OF TROY
AN ORDINANCE TO AMEND
CHAPTER 39 OF THE CODE
OF THE CITY OF TROY
CITY COUNCIL PUBLIC HEARING DRAFT
ZOTA 241

The City of Troy ordains:

Section 1. Short Title

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

Section 2. Amendment to Articles 22, 23, 28, 41, 42 and 43 of Chapter 39

Articles 22, 23, 28, 41, 42 and 43 of Chapter 39 of the Code of the City of Troy is amended to establish the position of Zoning Administrator and assign the responsibilities of the Zoning Administrator, to read as follows:

- 22.25.05 Outside seating of twenty (20) seats or less for restaurants, or other food service establishments, subject to the following conditions:
- A. Outside seating areas shall be enclosed by masonry walls, or decorative fencing elements, or shall otherwise be physically delineated or limited in a manner acceptable to the ~~Chief—Building—Inspector~~ Zoning Administrator.
 - B. Restaurants and food service establishments selling or serving alcoholic beverages shall further be subject to the requirements of the Michigan Liquor Control Commission.
 - C. Outside seating areas shall not occupy required sidewalk or landscape areas.
 - D. Setbacks for outside seating areas involving the construction of "structures" as defined by the Building Code shall be at least equal to those required for conventional buildings.
 - E. Applications for outside seating shall be accompanied by the following:
 - 1. Fully dimensioned plans or drawings indicating the location and layout of the proposed seating area within the subject site, and the method of delineation proposed.
 - 2. An affidavit signed by the owner of the property on which outside seating is proposed indicating concurrence with the proposed use.

- F. Approval of outside seating shall apply only to the business operation of the applicant and shall be designated by the granting of a Certificate of Approval by the Building Department. Any assignment, transfer, sale of the business, or change of management shall require the granting of a new Certificate of Approval by the Building Department.
- G. An appeal may be made to the City Council by any person or entity affected by a decision of the ~~Chief Building Inspector~~ Zoning Administrator, in relation to Zoning Ordinance requirements for outside customer seating, as provided for under sub-paragraph C of this Section. Appeals related to Building Code requirements may be presented to the Building Code Board of Appeals.

(03-06-95)

23.25.03 Outside seating of twenty (20) seats or less for restaurants, or other food service establishments, subject to the following conditions:

- A. Outside seating areas shall be enclosed by masonry walls, or decorative fencing elements, or shall otherwise be physically delineated or limited in a manner acceptable to the ~~Chief Building Inspector~~ Zoning Administrator.
- B. Restaurants and food service establishments selling or serving alcoholic beverages shall further be subject to the requirements of the Michigan Liquor Control Commission.
- C. Outside seating areas shall not occupy required sidewalk or landscape areas.
- D. Setbacks for outside seating areas involving the construction of "structures" as defined by the Building Code shall be at least equal to those required for conventional buildings.
- E. Applications for outside seating shall be accompanied by the following:
 - 1. Fully dimensioned plans or drawings indicating the location and layout of the proposed seating area within the subject site, and the method of delineation proposed.
 - 2. An affidavit signed by the owner of the property on which outside seating is proposed indicating concurrence with the proposed use.

- F. Approval of outside seating shall apply only to the business operation of the applicant and shall be designated by the granting of a Certificate of Approval by the Building Department. Any assignment, transfer, sale of the business, or change of management shall require the granting of a new Certificate of Approval by the Building Department.
- G. An appeal may be made to the City Council by any person or entity affected by a decision of the ~~Chief Building Inspector~~ Zoning Administrator, in relation to Zoning Ordinance requirements for outside customer seating, as provided for under sub-paragraph C of this Section. Appeals related to Building Code requirements may be presented to the Building Code Board of Appeals

28.25.03 The ~~Director of Building and Zoning~~ Zoning Administrator, by resolution may grant temporary permission for retail sales as an accessory to a wholesale or service facility within an M-1 District. Such permission may be granted for periods not to exceed three (3) days in length within any six (6) month period. In conjunction with approving such short-term accessory retail sales activities, the ~~Director of Building and Zoning~~ Zoning Administrator shall find that:

- A. Adequate parking is available on and immediately adjacent to the subject site.
- B. The proposed temporary use will have no negative impacts on adjacent properties.

Any appeals from these provisions may be considered by the City Council, and shall be subject to the procedures and the fees as established by the City Council for Zoning Variances.

40.61.00 TEMPORARY COVERING OF TEMPORARY USES OR ACTIVITIES:

The covering or enclosure of a temporary or short-term use or activity by means of an air-supported, tent-type or other temporary or readily removable covering may be permitted in any District, subject to the requirements and procedure as established by the ~~Director of Building and Zoning~~ Zoning Administrator, and subject further to the following conditions:

- A. The short-term events eligible for the use of such temporary covering are intended to be activities including, but not limited to, special events such as grand openings, corporate, institutional, or community celebrations.
- B. The short-term events must be clearly accessory or secondary to the principal uses or activities occurring within a permanent building on the same site. These provisions are not intended for the purpose of providing additional space for the principal uses on the site.
- C. The use of such temporary covering shall be limited to a maximum of five (5) consecutive days, and shall not occur more than four (4) times per

year on any individual site.

41.16.00 OUTDOOR SPECIAL EVENTS:

Short-term outdoor special events including, but not limited to, grand openings, corporate, institutional, or community celebrations, may be permitted in any District, subject to the requirements and procedures as established by the ~~Director of Building and Zoning~~ Zoning Administrator, and subject further to the following conditions:

- A. The short-term special event must be clearly accessory or secondary to the principal uses or activities occurring within a permanent building on the same site.
- B. Applications for approval of short-term special events shall be submitted to the ~~Building Department~~ Zoning Administrator, and shall be accompanied by plans indicating the layout of the subject site, and facilities proposed to be placed on the site, or alteration to the site, related to the special event.
- C. A short-term special event may be permitted for no more than seven (7) consecutive days within any twelve (12) month period.
- D. Facilities placed outdoors in conjunction with a short-term special event must be located at least one hundred (100) feet from any boundary of the site which abuts residentially zoned land.
- E. Permits for short-term outdoor special events shall also be subject to other applicable Ordinance and statutory provisions including, but not limited to, those related to noise/amplification, signs, health and sanitation.
- F. Any appeals from these provisions may be considered by the City Council, and shall be subject to the procedures and the fees as established by the City Council for Zoning Variances.

42.00.00 ARTICLE XLII ADMINISTRATION AND ENFORCEMENT

42.10.00 ENFORCEMENT:

Except where herein otherwise stated, the ~~Department of Building Inspection through its Director of Buildings and Inspection, officers, or employees,~~ Zoning Administrator or such deputies as designated by the Zoning Administrator shall administer and enforce the provisions of this Chapter. ~~The Building Inspector, hereinafter referred to, shall mean the Director of Buildings and Inspection, his officers, or employees.~~ The Zoning Administrator shall be designated by the City Manager.

42.15.00 DUTIES AND RESPONSIBILITIES

42.15.01 The duties and responsibilities of the Zoning Administrator shall include the following:

- A. Receive and review for completeness all applications for site plan review, special land uses, planned unit developments, or other matters that the Planning Commission is required to decide under this Ordinance and refer such applications to the Planning Commission for determination.
- B. Receive and review for completeness all applications for appeals, variances, or other matters that the Zoning Board of Appeals is required to decide under this Ordinance and refer such applications to the Zoning Board of Appeals for determination.
- C. Receive and review for completeness all applications for text or map (rezonings) amendments to this Ordinance and refer such applications to the Planning Commission and City Council for determination.
- D. Make periodic site inspections to determine Ordinance compliance.
- E. Implement the decisions of the Planning Commission, Zoning Board of Appeals, and City Council.
- F. Coordinate with the Building Inspector and Planning Director where necessary to administer this Ordinance.
- G. Investigate complaints regarding violations of the Zoning Ordinance.

42.15.02 The duties and responsibilities of the Building Inspector shall be to administer and enforce the Building Code adopted by the City of Troy, as well as perform duties and responsibilities as set forth in any other Ordinance adopted by the City of Troy.~~DUTIES OF BUILDING INSPECTOR:~~

~~The Building Inspector shall have the power to grant zoning compliance and occupancy permits, to make inspections of buildings or premises necessary to carry out his duties in the enforcement of this Chapter. It shall be unlawful for the Building Inspector to approve any plans or issue any permits or certificates of occupancy for an excavation or construction until he has inspected such plans in detail and found them to conform with this Chapter. The Building Inspector shall record all non-conforming uses existing at the effective date of Ordinance 23 for the purpose of carrying out the provisions of Section 40.50.00. Under no circumstances is the Building Inspector permitted to make changes to this chapter nor to vary the terms of this chapter in carrying out his duties as Building Inspector. The Building Inspector shall not refuse to issue a permit when conditions imposed by this chapter are complied with by the applicant despite violations of contracts, such as covenants or private agreements which may occur upon the granting of said permit.~~

42.50.00 FEES:
Fees for inspection and the issuance of permits or certificates or copies thereof required or issued under the provisions of this chapter may be collected by the ~~Department of Building Inspection~~City in advance of issuance. The amount of such fees shall be established by the City Council by resolution and shall cover the cost of inspection and supervision resulting from enforcement of this chapter.

Section 3. Amendment to Article XLIII of Chapter 39

Article XLIII of Chapter 39 of the Code of the City of Troy is amended to assign responsibilities for administering the Board of Zoning Appeals to the Zoning Administrator, to read as follows:

43.00.00 ARTICLE XLIII BOARD OF ZONING APPEALS

43.20.00 MEETINGS:
The Board of Zoning Appeals shall adopt rules of procedure. All meetings of the Board of Zoning Appeals shall be held at the call of the Chairperson and at times as the Board determines. All hearings conducted by the Board shall be open to the public. The ~~Director of Building and Zoning~~Zoning Administrator, or his representative shall keep minutes of its proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact; and shall also keep records of its hearings and official action. Four (4) members of the Board shall constitute a quorum for the conduct of its business. The Board shall have the power to subpoena and require the attendance of witnesses, administer oaths, compel testimony and the production of books, papers, files and other evidence pertinent to matters before it.

(Rev. 05-04-98)

43.30.00 APPEALS:
An appeal may be made to the Board of Appeals by any person or entity affected by a decision of the ~~Director of Building and Zoning~~Zoning Administrator. The appeal shall be made by filing with the ~~Director of Building and Zoning~~Zoning Administrator an application for hearing before the Board of Zoning Appeals specifying the grounds for appeal. The ~~Director of Building and Zoning~~Zoning Administrator shall transmit to the Board all documents relating to the appeal.

(Rev. 05-04-98)

43.40.00 STAY:
An appeal stays the ~~Director of Building and Zoning~~Zoning Administrator's decision until the Board makes a decision unless the ~~Director of Building and Zoning~~Zoning Administrator certifies to the Board, after the appeal is filed, that a stay would cause imminent peril of life or property. If certification is made, the decision shall not be stayed unless ordered by the Board or the Circuit Court.

(Rev. 05-04-98)

43.45.00 HEARING ON APPEALS AND REQUESTS FOR VARIANCES:
The Board of Zoning Appeals shall schedule a hearing on all appeals and requests for variances and give notice as set forth below. The Board of Zoning Appeals shall make a decision on the appeal and/or variance request within a reasonable time. A party may appear at the hearing in person or by a representative. The Board of Zoning Appeals may reverse, affirm or modify the decision of the ~~Director of Building and Zoning~~Zoning Administrator. The Board of Appeals may grant or deny a request for a variance, or grant a lesser variance than requested. The Board of Appeals may impose conditions allowed by this ordinance and the Michigan Zoning Enabling Act.

(Enacted: 09-18-06; Effective: 10-01-06)

43.55.00 CONDUCT OF HEARINGS:
Any person or entity affected by the decision of the ~~Director of Building and Zoning~~Zoning Administrator may appear at the hearing in person or by a representative. That party may call witnesses and introduce evidence on the issue.

(Rev. 05-04-98)

43.60.00 DECISION OF THE BOARD:
The decision of the Board of Appeals is final.

43.60.01 A copy of the Board's decision shall be transmitted to the applicant or appellant, and to the ~~Director of Building and Zoning~~Zoning Administrator. The decision of the Board is binding upon the appellant and ~~Director of Building and Zoning~~Zoning Administrator. Any items or conditions of the Board's decision shall be incorporated into the permit.

(Rev. 05-04-98)

43.65.00 REVIEW BY CIRCUIT COURT
A person aggrieved by a decision of the Board of Zoning Appeals may appeal the decision to Circuit Court, as provided by law. An appeal to Circuit Court shall be filed within 30 days after the Board of Zoning Appeals certifies its decision in writing or approves the minutes of its decision.

(Enacted: 09-18-06; Effective: 10-01-06)

43.70.00 POWERS OF THE BOARD OF ZONING APPEALS:

The Board of Zoning Appeals shall have the following powers or duties:

43.70.01 To hear, and decide appeals from any decision of the ~~Director of Building and Zoning~~Zoning Administrator in the enforcement of this Chapter which falls within the jurisdiction of the Board of Zoning Appeals.

(Rev. 05-04-98)

43.90.00 RECONSIDERATION:

A decision of the Board cannot be reconsidered unless newly discovered evidence or substantially changed conditions are brought to the attention of the ~~Director of Building and Zoning~~Zoning Administrator.

(Rev. 05-04-98)

43.95.00 FEES:

Before accepting an appeal, the ~~Director of Building and Zoning~~Zoning Administrator shall collect for the City of Troy the appropriate fee.

(Rev. 05-04-98)

Section 4. Savings

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

Section 5. Severability Clause

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

Section 6. Effective Date

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

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

_____ day of _____, 2009.

Louise E. Schilling, Mayor

Tonni L. Bartholomew, MMC
City Clerk

G:\ZOTAs\ZOTA 241 Establishment of Zoning Administrator\CWA Draft ZOTA 241 with tracked changes_12-21-09.doc

The Special Meeting of the Troy City Planning Commission was called to order by Chair Schultz at 6:30 p.m. on December 15, 2009 in the Council Chambers of the Troy City Hall.

1. ROLL CALL

Present:

Donald Edmunds
Michael W. Hutson
Mark Maxwell
Philip Sanzica (arrived at 6:35 p.m.)
Robert M. Schultz
Thomas Strat
John J. Tagle
Lon M. Ullmann

Absent:

Mark J. Vleck

Also Present:

R. Brent Savidant, Acting Planning Director
Allan Motzny, Assistant City Attorney

2. APPROVAL OF AGENDA

Resolution # PC-2009-12-103

Moved by: Edmunds
Seconded by: Tagle

RESOLVED, To approve the Agenda as published.

Yes: All present (7)
Absent: Sanzica (arrived at 6:35 p.m.), Vleck

MOTION CARRIED

3. PUBLIC COMMENTS

There was no one present who wished to speak.

4. PUBLIC HEARING - ZONING ORDINANCE TEXT AMENDMENT (File Number ZOTA 241)
– Establishment of Zoning Administrator

Mr. Savidant presented the item. There was general discussion on the item.

Chair Schultz opened the Public Hearing.

There was no one present who wished to speak.

Chair Schultz closed the Public Hearing.

Resolution # PC-2009-12-104

Moved by: Maxwell

Seconded by: Strat

RESOLVED, That the Planning Commission hereby recommends to the City Council that Articles 22, 23, 28, 41, 42 and 43 of Chapter 39 of the Code of the City of Troy which establishes the position of Zoning Administrator and assigns the responsibilities of the Zoning Administrator, be amended as printed on the proposed Zoning Ordinance Text Amendment.

Yes: All present (8)

Absent: Vleck

MOTION CARRIED5. **PUBLIC COMMENT** – For Items Not on the Agenda

There was no one present who wished to speak.

ADJOURN

The Special/Study Meeting of the Planning Commission adjourned at 6:37 p.m.

Respectfully submitted,

Robert M. Schultz, Chair

R. Brent Savidant, Acting Planning Director

G:\Planning Commission Minutes\2009 PC Minutes\Draft\12-15-09 Special Meeting_Draft.doc

From: [RC](#)
To: [Kathy Czarnecki](#)
Subject: Re: Zoning Administrator
Date: Wednesday, December 02, 2009 2:46:33 PM

Hello

Please do not establish a Zoning Administrator. With the City's bleak financial condition over the next five years, we do not need to spend the money on this position. Apparently we have never had this position in our City Government, so let's do without it for a few more years.

I would vote NO to amending the City Charter if I was able to vote on the matter.

Thanks

Ron Chick
1380 Leafgreen



CITY COUNCIL ACTION REPORT

Date: December 15, 2009

TO: John Szerlag, City Manager

FROM: Mark Miller, Assistant City Manager/Economic Development Services
John Lamerato, Assistant City Manager/Finance
Timothy Richnak, Public Works Director

SUBJECT: Scheduled Contract Reopener with Detroit Water and Sewerage (Year 2)

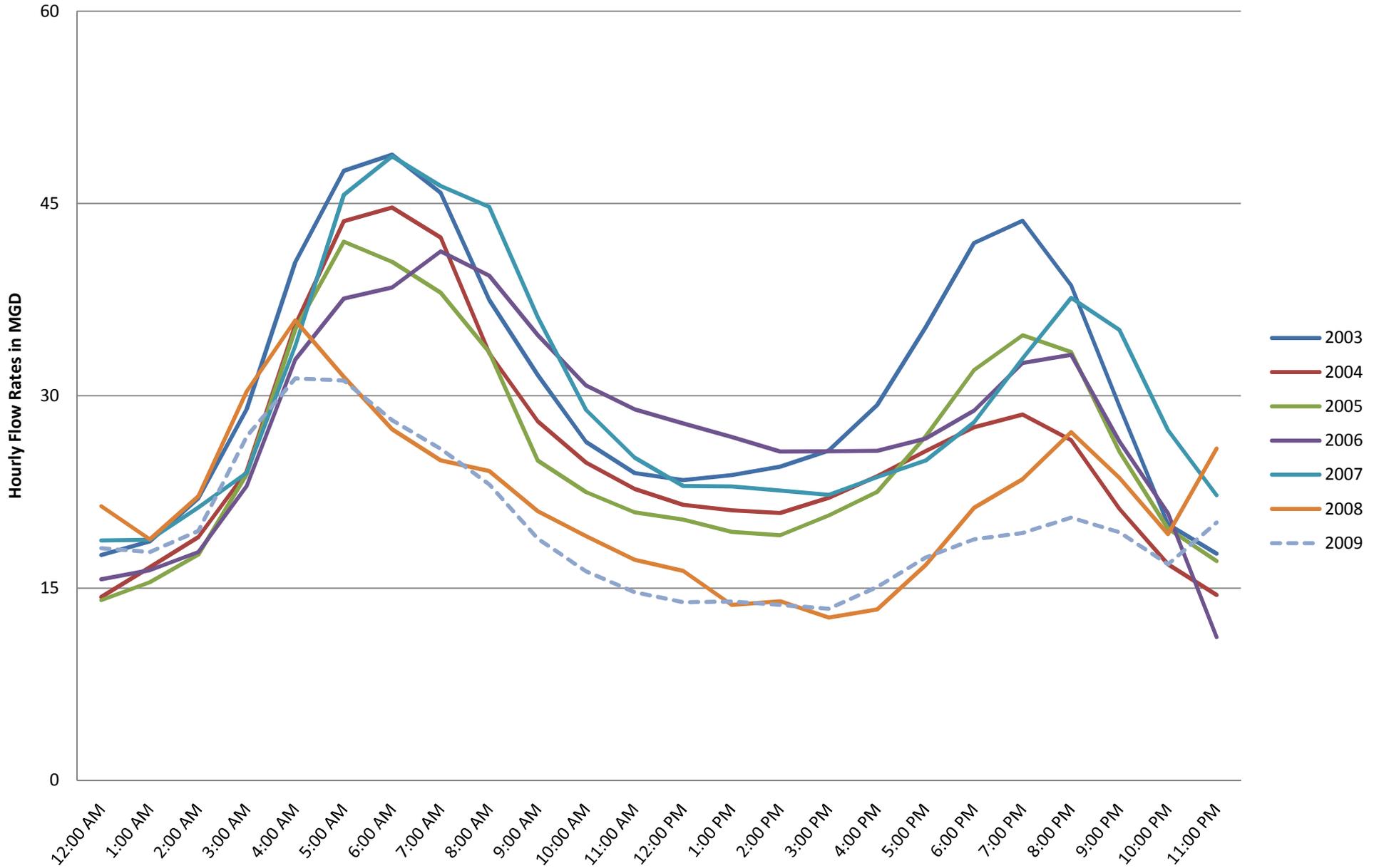
Background:

- The current water contract includes the right of a re-opener of the DWSD commitment and adjusting factors used to develop the water rates charged to the City of Troy.
- City management met with DWSD and provided them with revised peak hour, max day, annual water usage factors and pressures. These adjustments are the primary purpose for the reopener and both parties are in agreement with the proposed changes.
- This contract had been developed to minimize volatility and create equity among wholesale water customers. Each of the customers are subject to the same model contract terms, with the one exception being that some communities will qualify for reduced fees on the schedules, based on limitations to the peak water usage.
- Troy's adoption of an ordinance that limits outdoor peak hour water use, and particularly the regulation of underground sprinkler systems, has reduced Troy's annual water cost by approximately \$500,000. After two years of successfully shifting our peaks the city will benefit by lowering our peak day and max day factors even further. The City of Troy was the only contract community to successfully shift its peak in both of the first two years of the contract and is considered the model city for shifting peak usage by DWSD (see attached graph).
- Troy has already invested in community education, extensive capital improvement programs, and an internal policy that restricts peak hour watering on City operated irrigation systems.
- In this reopener some minor clarifications of contract language has occurred and has been reviewed by our City Attorney, Lori Grigg Bluhm.
- The proposed DWSD contract amendment NO. 1 to the Water Service Contract between the City of Detroit and City of Troy is attached, and is submitted for Council's review and consideration.

Reviewed and approved as to legality:

Lori Grigg Bluhm, City Attorney

D.W.S.D. MAXIMUM HOURLY FLOW RATES IN MILLIONS OF GALLONS PER DAY (MGD) in Troy



| Contract Section | Proposed Change | Explanation for Change | Proposed By |
|------------------|--|--|-------------|
| 3.01 | <p><u>Early Termination Costs.</u> In addition to any other remedies provided for by law or by the terms of this Contract, Customer shall be liable to the Board for the payment of any costs incurred by the Board related to providing water to Customer in the event Customer terminates this Contract before the conclusion of a Contract Term (“Early Termination Costs”), <u>unless Customer terminates this Contract for cause in accordance with Article 10;</u> provided, however, that payment of such Early Termination Costs by Customer shall not entitle Customer to receive water service from the Board.</p> | <p>No early termination costs to be assessed if customer terminates contract for cause. If contract termination is because of DWSD “fault”, then customer should not be required to pay the early termination costs.</p> | Rockwood |
| 3.05 (New) | <p><u>Customer Annexation or Consolidation. In the event the territory of Customer is annexed or consolidated with another Michigan municipal corporation and if said municipal corporation is a current customer of the Board, then such an annexation or consolidation shall not be construed as an early termination of this Contract and this Contract shall be voided upon the approval of a new or amended water service contract with the annexing or consolidating municipal corporation.</u></p> | <p>Not considered an early termination if customer is annexed or consolidated with an existing DWSD water customer.</p> | Hazel Park |

| Contract Section | Proposed Change | Explanation for Change | Proposed By |
|------------------|---|---|-------------|
| 5.01 | <p><u>Pressure Range.</u> The Board shall use its best efforts to deliver water at the Water Distribution Points at a pressure range (“Pressure Range”) adequate to meet the reasonable requirements of Customer. For purposes of evaluating this effort, water pressure shall be determined by reviewing the average hourly pressure measured from top-of-the-hour to top-of-the-hour (e.g. 7:00 a.m. to 8:00 a.m.). The Pressure Range to be provided by the Board to Customer’s Water Distribution Points is specified in Exhibit B. The location at which the water pressure will be measured shall be specified in Exhibit A and identified as point “P”. A Pressure Range will not be established for water meters that are not located on a DWSD transmission main, <u>or which are located on a DWSD transmission main and are downstream of and subject to the flow demands of a water meter for another Board customer.</u></p> | <p>Clarify definition of a “deduct” meter to mirror true situation, which is that a meter may be located on a DWSD transmission main but because it is downstream of the subject to the demands of another DWSD customer pressure cannot be guaranteed, e.g. Westland meters WL-01, WL-13, WL-12 via Wayne meter WY-01.</p> | DWSD |
| 5.10 | <p><u>Customer Costs for Corrective Action Plan.</u> If at any time Customer is required under the terms of this Article 5 to develop and implement a corrective action plan, <u>Customer shall be so informed in writing and</u> Customer will pay all costs related to <u>the corrective action plan.</u></p> | <p>Customer to be notified in writing if they are to bear corrective action costs.</p> | Hazel Park |

| Contract Section | Proposed Change | Explanation for Change | Proposed By |
|------------------|---|--|------------------|
| 18.02 | <p>Relocation of Facilities. Should future construction by an <u>city, township, village</u> or county require relocation of a water transmission main, Meter Facility or other Board facility, the cost incurred by the Board for such relocation, if not reimbursed by the <u>entity</u> requiring the relocation, will be charged in future rates as a common-to-all cost to all System users.</p> <p><i>Otherwise, the cost incurred by the Board for construction requiring the relocation of a water transmission main, Meter Facility or other Board facility that is proposed, required, undertaken, conducted or facilitated by Customer will be charged to Customer.</i></p> | <p>All relocation costs to be paid as a “common-to-all” cost to all customers, if DWSD not reimbursed by the entity requiring the relocation. Creates equitable treatment for all types of municipal corporations.</p> | Farmington Hills |
| 18.03 | <p><u>Easements.</u> Subject to the provisions of Section 18.01 herein and to the extent that Customer has jurisdiction, the Board shall be granted temporary and permanent easements, and shall be permitted to use the streets, alleys and highways within Customer’s legal jurisdiction for the purpose of constructing, operation and maintaining the System, <u>including the relocation of water transmission mains, Meter Facilities or other Board facilities.</u> This consent by Customer is given in compliance with Article 7, Sec. 29 of the Michigan Constitution of 1963, provided that the Board shall provide Customer with a written explanation of the type of easement required and the duration thereof.</p> | <p>To accommodate proposed change to 18.02, clarify that easements shall be granted for constructing, operating, and maintaining the System, including the relocation of mains, etc.</p> | DWSD |

| Contract Section | Proposed Change | Explanation for Change | Proposed By |
|------------------|---|---|---------------------------------------|
| 23.05 | <p>The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity. This Contract and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan.</p> <p><u><i>Each Party agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Contract. Each Party also agrees that is shall not commence any action against the other Party because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Contract in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.</i></u></p> | <p>Delte stipulation to Wayne County jurisdiction and venue. Parties to rely upon MCL 600.1615 to establish proper venue. Stipulation to personal jurisdiction not required with governmental entities.</p> | <p>Warren, Hazel Park, and others</p> |

**AMENDMENT NO. 1 TO WATER SERVICE CONTRACT
BETWEEN
CITY OF DETROIT
AND
CITY OF TROY**

This Amendment Agreement No. 1 ("Amendment") is made between the City of Detroit, a municipal corporation, by its Water and Sewerage Department and Board of Water Commissioners (the "Board"), and the City of Troy, a municipal corporation ("Customer"). The Board and Customer are collectively referred to as the "Parties".

Whereas, the City of Detroit owns a public water supply system ("System") operated by the Board; and

Whereas, on June 24, 2008, the Parties entered into a Water Service Contract ("Contract") reflecting the terms and conditions governing the delivery and purchase of potable water; and

Whereas, the purpose of the Contract is to provide for the long-term service of potable water to Customer; and

Whereas, Article 15 of the Contract permits the Parties to amend the Contract by mutual agreement; and

Whereas, it is the mutual desire of the Parties to enter into this Amendment to amend the Contract as set out in detail in the following sections; and

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

1.01 Section 3.01 of the Contract is amended by deleting the existing language and substituting the following language in its place:

Early Termination Costs. In addition to any other remedies provided for by law or by the terms of this Contract, Customer shall be liable to the Board for the payment of any costs incurred by the Board related to providing water to Customer in the event Customer terminates this Contract before the conclusion of a Contract Term ("Early Termination Costs"), unless Customer terminates this Contract for cause in accordance with Article 10; provided, however, that payment of such Early Termination Costs by Customer shall not entitle Customer to receive water service from the Board.

2.01 A new Section 3.05 shall be added as follows:

Customer Annexation or Consolidation. In the event the territory of Customer is annexed or consolidated with another Michigan municipal corporation and if said municipal corporation is a current customer of the Board, then such an annexation or consolidation shall not be construed as an early termination of this Contract and this Contract shall be voided upon the approval of a new or amended water service contract with the annexing or consolidating municipal corporation.

- 3.01 Section 5.01 of the Contract is amended by deleting the existing language and substituting the following language in its place:

Pressure Range. The Board shall use its best efforts to deliver water at the Water Distribution Points at a pressure range ("Pressure Range") adequate to meet the reasonable requirements of Customer. For purposes of evaluating this effort, water pressure shall be determined by reviewing the average hourly pressure measured from top-of-the-hour to top-of-the-hour (e.g. 7:00 a.m. to 8:00 a.m.). The Pressure Range to be provided by the Board to Customer's Water Distribution Points is specified in Exhibit B. The location at which the water pressure will be measured shall be specified in Exhibit A and identified as point "P". A Pressure Range will not be established for water meters that are not located on a DWSD transmission main, or which are located on a DWSD transmission main and are downstream of and subject to the flow demands of a water meter for another Board customer.

- 4.01 Section 5.10 of the Contract is amended by deleting the existing language and substituting the following language in its place:

Customer Costs for Corrective Action Plan. If at any time Customer is required under the terms of this Article 5 to develop and implement a corrective action plan, Customer shall be so informed in writing and Customer will pay all costs related to the corrective action plan.

- 5.01 Section 18.02 of the Contract is amended by deleting the existing language and substituting the following language in its place:

Relocation of Facilities. Should future construction by any city, township, village, or county require relocation of a water transmission main, Meter Facility or other Board facility, the cost incurred by the Board for such relocation, if not reimbursed by the entity requiring the relocation, will be charged in future rates as a common-to-all cost to all System users.

- 6.01 Section 18.03 of the Contract is amended by deleting the existing language and substituting the following language in its place:

Easements. Subject to the provisions of Section 18.01 herein and to the extent that Customer has jurisdiction, the Board shall be granted temporary and permanent easements, and shall be permitted to use the streets, alleys and highways within Customer's legal jurisdiction for the purpose of constructing, operating and maintaining the System, including the relocation of water transmission mains, Meter Facilities or other Board facilities. This consent by Customer is given in compliance with Article 7, Sec. 29 of the Michigan Constitution of 1963, provided that the Board shall provide Customer with a written explanation of the type of easement required and the duration thereof.

7.01 Section 23.05 of the Contract is amended by deleting the existing language and substituting the following language in its place:

The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity. This Contract and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan.

8.01 Exhibit A of the Contract is amended by deleting the existing document and by substituting the attached First Amended Exhibit A in its place.

9.01 Exhibit B of the Contract is amended by deleting the existing document and by substituting the attached First Amended Exhibit B in its place.

10.01 With the exception of the provisions of the Contract specifically contained in this Amendment, all other terms, conditions and covenants contained in the Contract shall remain in full force and effect and as set forth in the Contract.

11.01 This Amendment to the Contract shall be effective and binding upon the Parties when it is signed and acknowledged by the duly authorized representatives of both Parties, is approved by Customer's governing body, and is approved by the Board and the Detroit City Council.

(Signatures appear on next page)

In Witness Whereof, the City and Customer, by and through their duly authorized officers and representatives, have executed this Amendment.

City of Troy:

By: _____
Louise E. Schilling
Its: Mayor

By: _____
Tonni L. Bartholomew
Its: City Clerk

City of Detroit:

By: _____
Dave Bing
Its: Mayor

APPROVED BY
TROY CITY COUNCIL ON:

Date

APPROVED BY DETROIT
BOARD OF WATER COMMISSIONERS ON:

Date

APPROVED BY
DETROIT CITY COUNCIL ON:

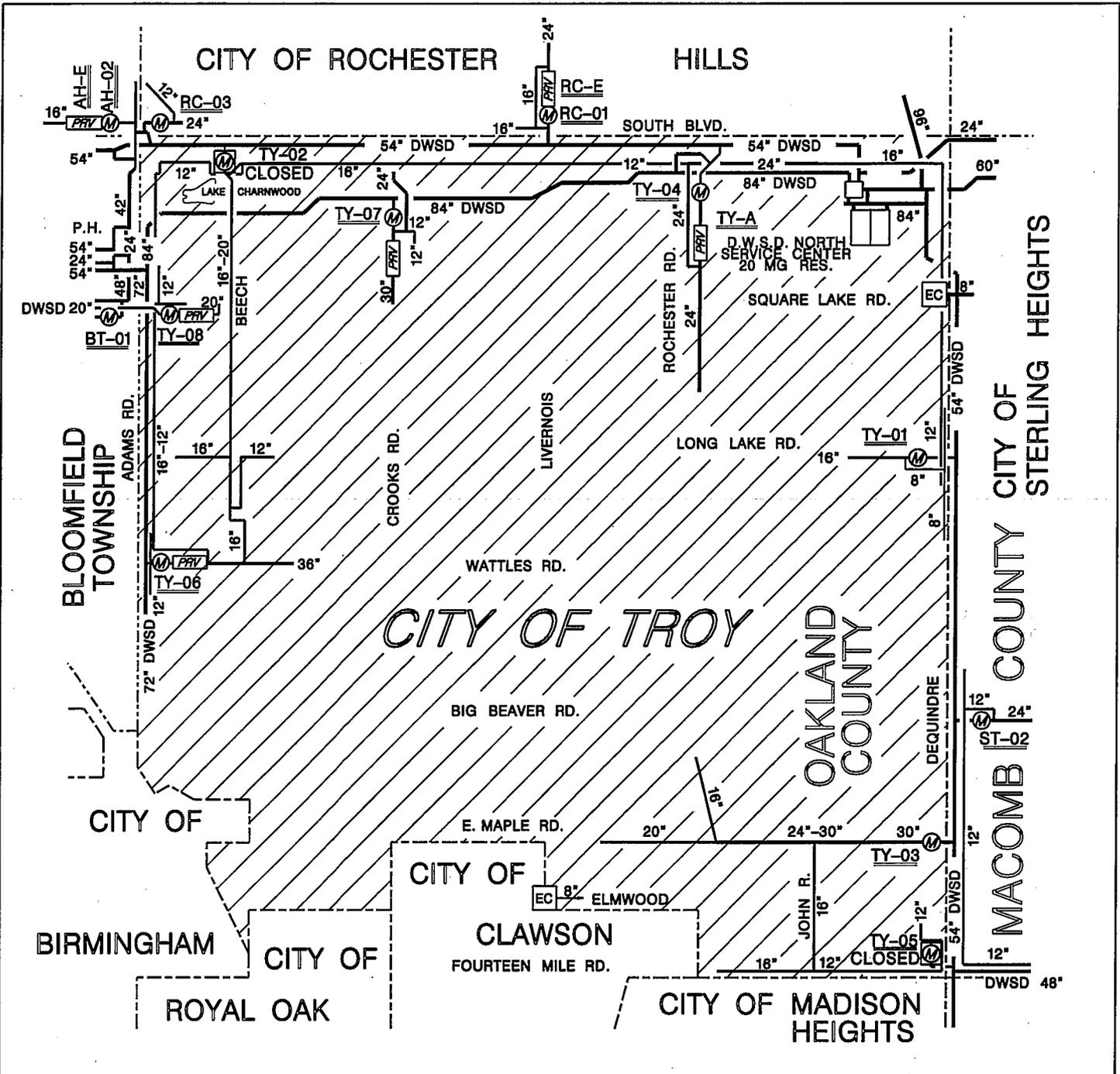
Date

FIRST AMENDED EXHIBIT A

Customer's Water Distribution Points

This Exhibit contains the following information:

1. The corporate limits of Customer;
2. The agreed upon water Service Area of Customer which (a) may or may not be entirely within the corporate limits of Customer and (b) which may or may not include the entire area within the Customer's corporate limits;
3. The specific location of the Water Distribution Points, including any Board approved emergency connections;
4. The designation of appurtenances to be maintained by Customer and those to be maintained by the Board; and
5. A list of any closed meter locations.



LEGEND

| SYMBOL | DESCRIPTION | SYMBOL | DESCRIPTION |
|--------|----------------------|---------------|------------------|
| (M) | DWSD METER PIT | [Hatched Box] | SERVICE AREA |
| (M) | COM METER PIT | [Dashed Line] | CITY OR TWP LINE |
| PRV | PRV | [Dotted Line] | CITY-TWP LINE |
| EC | EMERGENCY CONNECTION | | |

| | | | |
|---------|----------|------------------|----------------------------------|
| REVISED | DATE | EXHIBIT-A | <i>SERVICE AREA LOCATION MAP</i> |
| JT | 04/07/08 | | CITY OF TROY |
| DLE | 04/17/08 | | |

EXHIBIT A

City of Troy Emergency Connections:

Connection to Clawson (SOCWA)

8" GV&W – at the intersection of Main and Elmwood

Connection to Sterling Heights

8" GV&W – across from Beaumont Hospital at 44201 Dequindre Road

City of Troy Water Customers Outside of Corporate Limits:

3300 W. South Blvd., Rochester Hills

3061 Adams Rd., Bloomfield Twp.

6001 Adams Rd., Bloomfield Twp.

City of Troy Master Meters Not In Service:

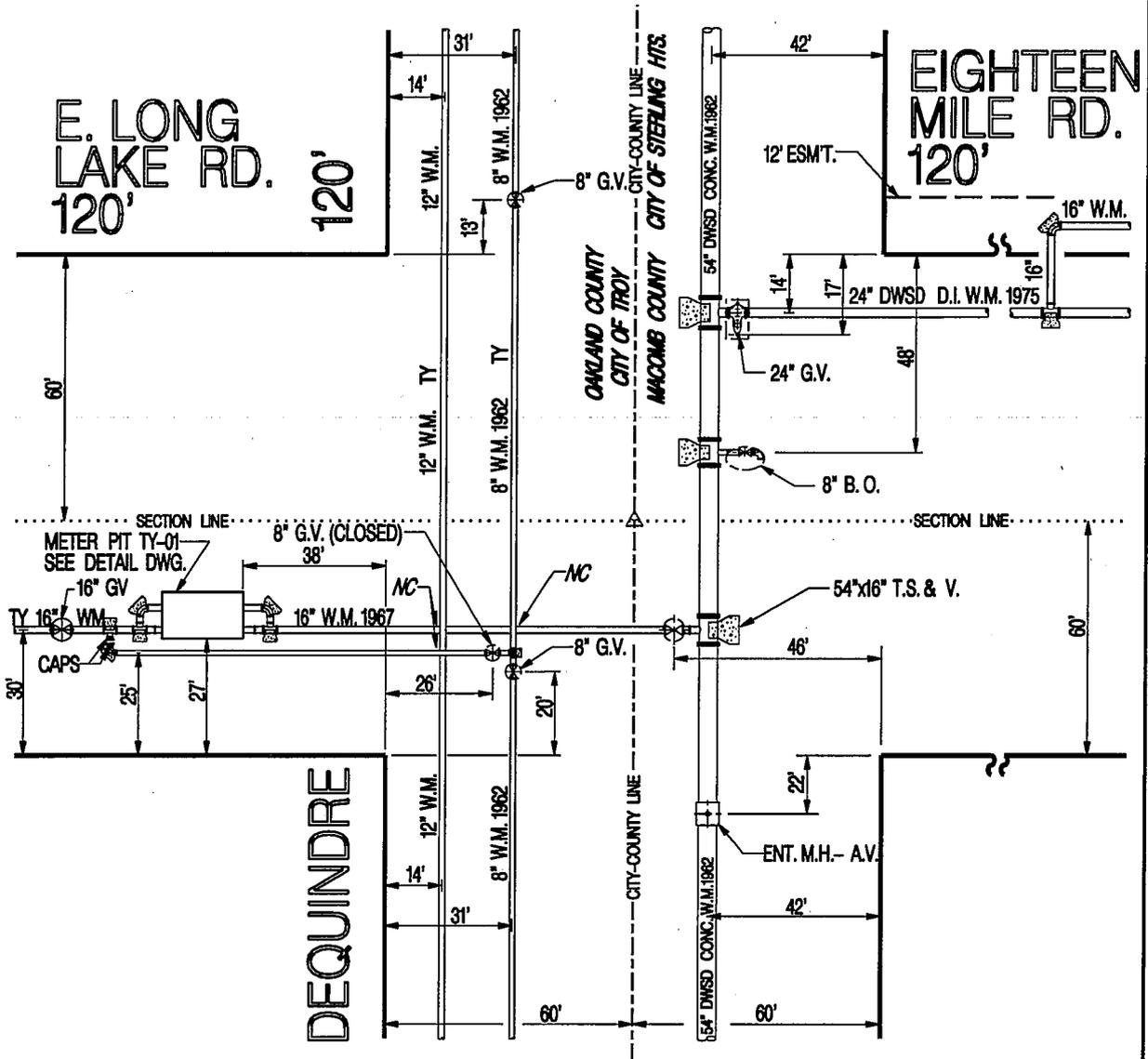
TY-02

TY-05

EXHIBIT A TY-01

DEQUINDRE & LONG LAKE RD.

CITY OF TROY



SITE PLAN
NOT TO SCALE

TY - CITY OF TROY
OWNERSHIP & MAINTENANCE

LOCATIONS SUBJECT
TO VERIFICATION IN
THE FIELD.

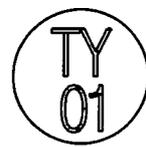
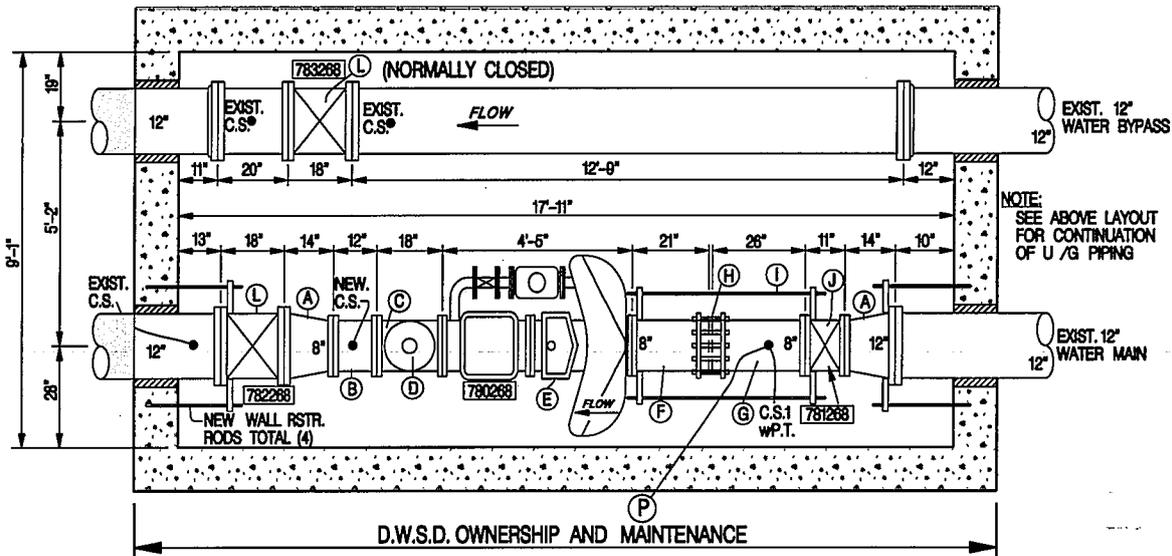


EXHIBIT A TY-01

DEQUINDRE & LONG LAKE RD.

CITY OF TROY



METER PIT DETAIL
NOT TO SCALE

CITY OF TROY
OWNERSHIP & MAINTENANCE

| LEGEND | | | |
|--------|------|---|--------|
| TAG | QTY. | DESCRIPTION | SIZE |
| A | 2 | 12"x8" FLGD. CONCENTRIC REDUCERS, 14" F-F | 12"x8" |
| B | 1 | 8"x1" F-F PIPE w/1" TAP, D.I. | 8" |
| C | 1 | 8"x3" FLGD. TEST TEE, D.I., 9" C-F | 8"x3" |
| D | 1 | TEST TEE ASSEMBLY w/3" COMPANION FLANGE | - |
| E | 1 | 8"x2" FLGD. FIRELINE COMPACT METER, W3500, 53" F-F | 8"x2" |
| F | 1 | 8"x1'-9" F-PE PIPE, GADR, D.I. | 8" |
| G | 1 | 8"x2'-2" F-PE PIPE, w/1" TAP, GADR, D.I. | 8" |
| H | 1 | 8" 'DRESSER STYLE' PIPE COUPLING | 8" |
| I | LOT | COUPLING RESTRAINTS:(4) 60" LONG THRD. RODS, (8) EAR PLATES, 75" DIA. | |
| J | 1 | 8"FLDG. GATE VALVE, RESILIENT SEAT, 11.5" F-F, 'A.F.C.' | 8" |
| K | 1 | 16" M.J. GATE VALVE, 'E.J.I.W.' | 16" |
| L | 2 | GATE VALVE | 12" |

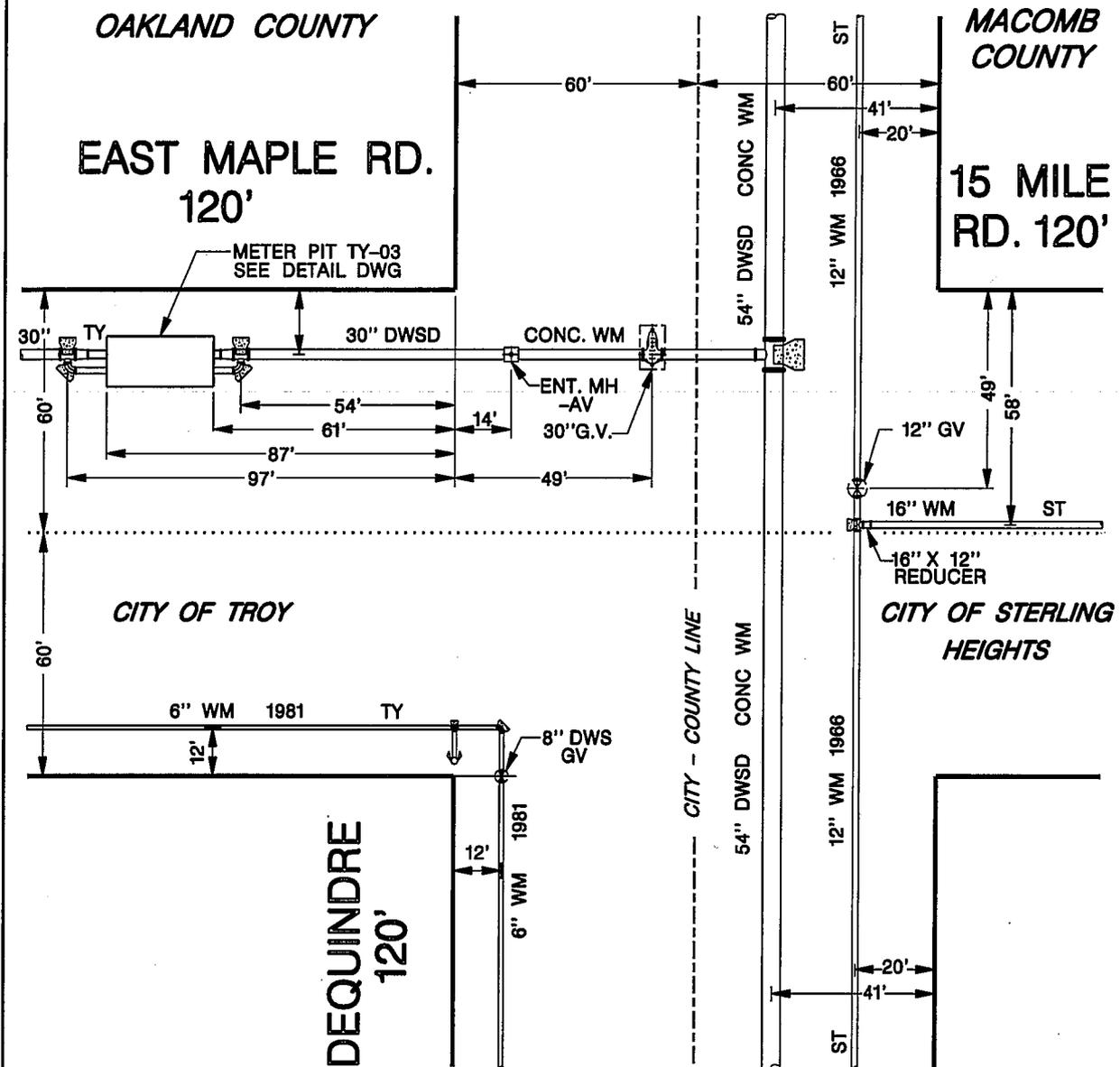
| TYPICAL PRESSURE LOSS THRU METER | |
|----------------------------------|-------------|
| METER TYPE | P.S.I. LOSS |
| VENTURI | 1 TO 2 |
| MAG | 0 |
| TURBINE | 4 - 6 |

Ⓟ -UPSTREAM PRESSURE TRANSMITTER,
D.W.S.D. OWNERSHIP & MAINTENANCE

ADDRESS _____ 40999 DEQUINDRE
 FEED TO _____ CITY OF TROY
 FEED FROM _____ 54" D.W.S.D. TRANS. MAIN
 TYPE OF METER _____ SENSUS TURBO
 SIZE OF METER _____ 8"x2"
 METER NUMBER _____ 8")1413582 & 2")1565827
 DATE METER SET _____ 5 / 4 / 2001
 METER PIT CONST & SIZE _____ 18'-0" x 9'-1" REINF. CONCRETE
 SECTION MAP _____ 20-Y
 REMARKS _____ NONE
 GATE BOOK _____ N-1073
 DRAWN BY _____ NICHOLS 2 / 14 / 08



EXHIBIT A TY-03 EAST MAPLE ROAD AND DEQUINDRE CITY OF TROY



TY - CITY OF TROY
OWNERSHIP & MAINTENANCE

ST - CITY OF STERLING HEIGHTS
OWNERSHIP & MAINTENANCE

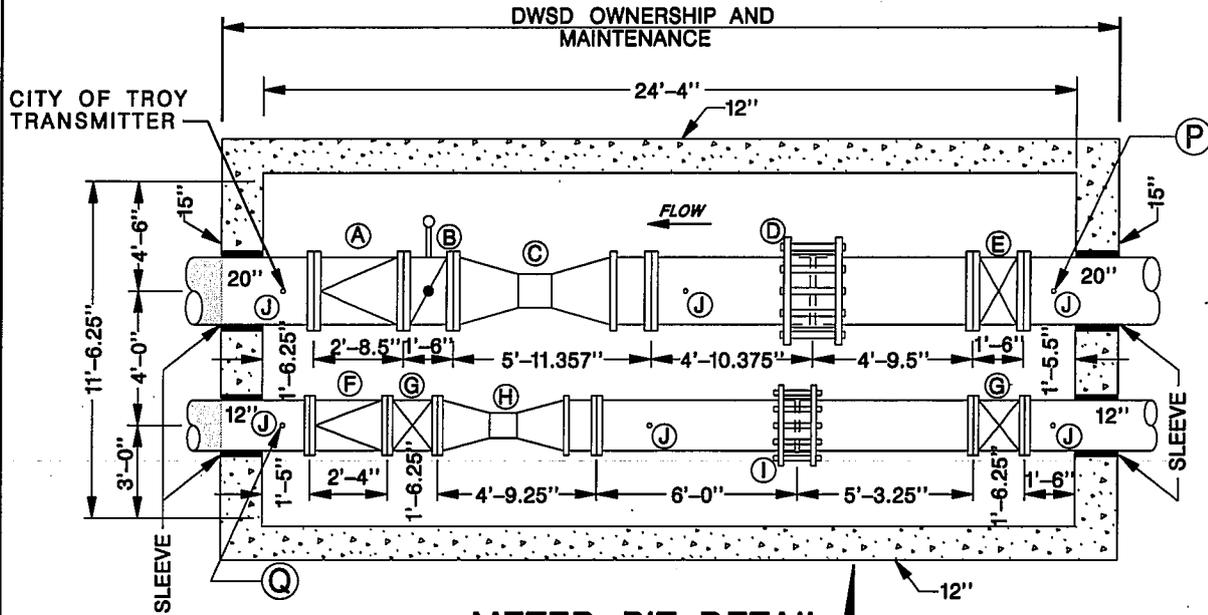
SITE PLAN
NOT TO SCALE



LOCATIONS SUBJECT
TO VERIFICATION IN
THE FIELD.



EXHIBIT A TY-03 EAST MAPLE ROAD AND DEQUINDRE CITY OF TROY



CITY OF TROY OWNERSHIP & MAINTENANCE

| TYPICAL PRESSURE LOSS THRU METER | |
|----------------------------------|-------------|
| METER TYPE | P.S.I. LOSS |
| VENTURI | 1 TO 2 |
| MAG | 0 |
| TURBINE | 4 - 6 |

| LEGEND | | | |
|--------|------|-------------------------------------|---------------|
| TAG | QTY. | DESCRIPTION | SIZE |
| A | 1 | CHECK VALVE | 20" |
| B | 1 | BUTTERFLY VALVE /HYDRAULIC OPERATOR | 20" |
| C | 1 | B.I.F VENTURI TUBE | 20" X 14.046" |
| D | 1 | DRESSER COUPLING | 20" |
| E | 1 | GATE VALVE (CCW) | 20" |
| F | 1 | CHECK VALVE | 12" |
| G | 2 | GATE VALVE | 12" |
| H | 1 | B.I.F VENTURI TUBE | 12" X 6.773" |
| I | 1 | DRESSER COUPLING | 12" |
| J | 6 | CORP | 1" |

(P) -UPSTREAM PRESSURE TRANSMITTER, D.W.S.D. OWNERSHIP & MAINTENANCE

(Q) -DOWNSTREAM PRESSURE TRANSMITTER, D.W.S.D. OWNERSHIP & MAINTENANCE

ADDRESS _____ 2971 E. MAPLE
 FEED TO _____ CITY OF TROY
 FEED FROM _____ 54" DWSD TRANS. MAIN
 TYPE OF METER _____ B.I.F. VENTURI TUBES (2)
 SIZE OF METER _____ 20" X 14.046" 12" 6.773"
 METER NUMBER _____ 12"-55424-1 20"-55424-2
 DATE METER SET _____ 12/7/1966
 METER PIT CONST & SIZE _____ 24'-4" x 11'-6.25" ID REINF. CONC
 SECTION MAP _____ 20-Y
 GATE BOOK _____ E-1064
 FIELD BOOK _____ 1967-MP-32-35
 DRAWN BY _____ A.D. BOLTON 2/14/08
 REMARKS _____

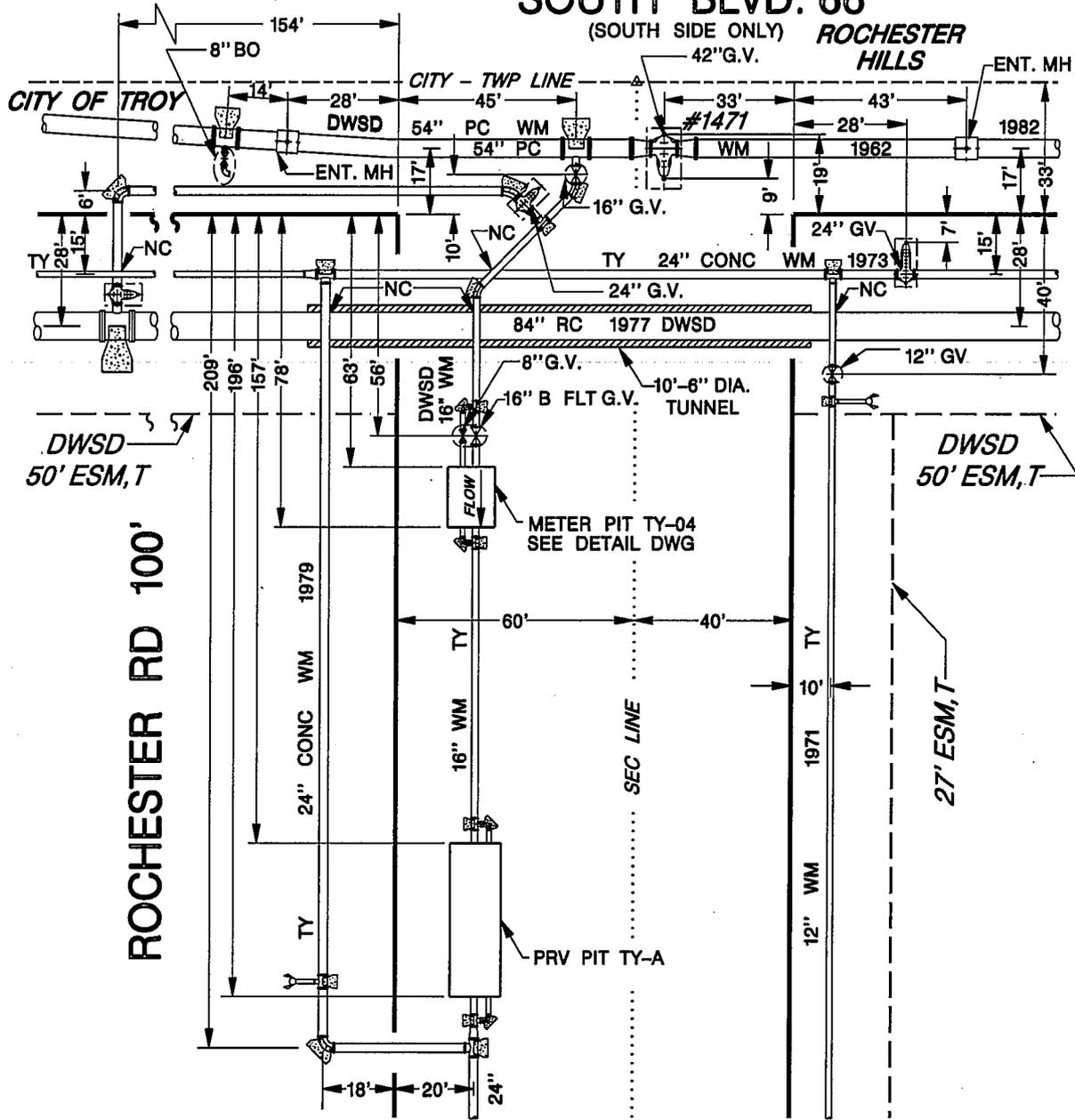


EXHIBIT A TY-04 ROCHESTER AND SOUTH BLVD. CITY OF TROY

SOUTH BLVD. 66'

(SOUTH SIDE ONLY)

**ROCHESTER
HILLS**



SITE PLAN
NOT TO SCALE

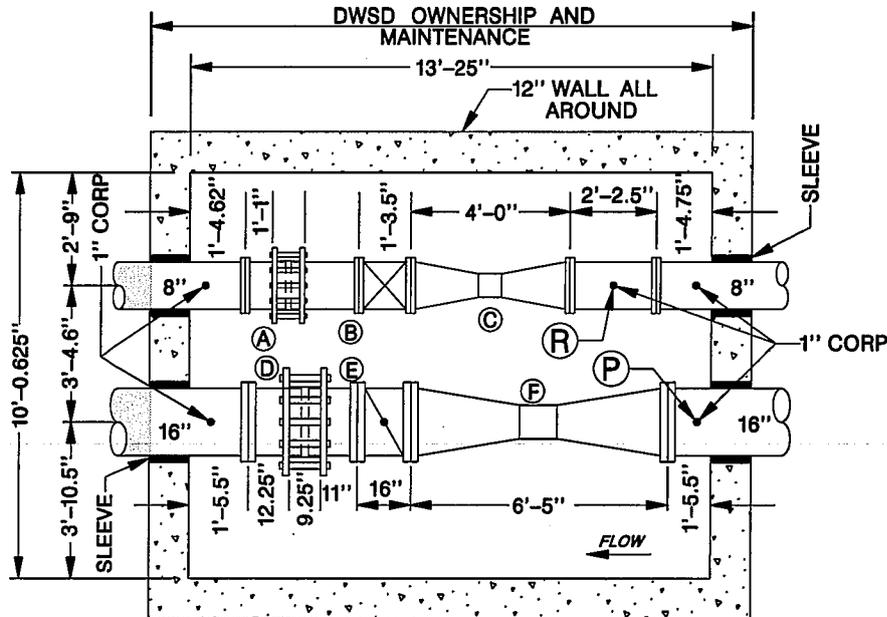


TY - CITY OF TROY
OWNERSHIP & MAINTENANCE

LOCATIONS SUBJECT
TO VERIFICATION IN
THE FIELD.



EXHIBIT A TY-04 ROCHESTER AND SOUTH BLVD. CITY OF TROY



CITY OF TROY
OWNERSHIP & MAINTENANCE

METER PIT DETAIL $\pm Z$

NOT TO SCALE

| TYPICAL PRESSURE LOSS THRU METER | |
|-------------------------------------|-------------|
| METER TYPE | P.S.I. LOSS |
| VENTURI | 1 TO 2 |
| MAG | 0 |
| TURBINE | 4 - 6 |

| LEGEND | | | |
|--------|------|-------------------------------|--------------|
| TAG | QTY. | DESCRIPTION | SIZE |
| A | 1 | DRESSER COUPLING | 8" |
| B | 1 | GATE VALVE (CCW) 785271 | 8" |
| C | 1 | B.I.F. VENTURI TUBE 783271 | 8" X 3.494" |
| D | 1 | DRESSER COUPLING | 16" |
| E | 1 | B.FLY VALVE HYD. OPER. 782271 | 16" |
| F | 1 | B.I.F. VENTURI TUBE 780271 | 16" X 9.142" |

- (P) - UPSTREAM PRESSURE TRANSMITTER,
D.W.S.D. OWNERSHIP & MAINTENANCE
- (R) - OTHER PRESSURE TRANSMITTER
D.W.S.D. OWNERSHIP & MAINTENANCE

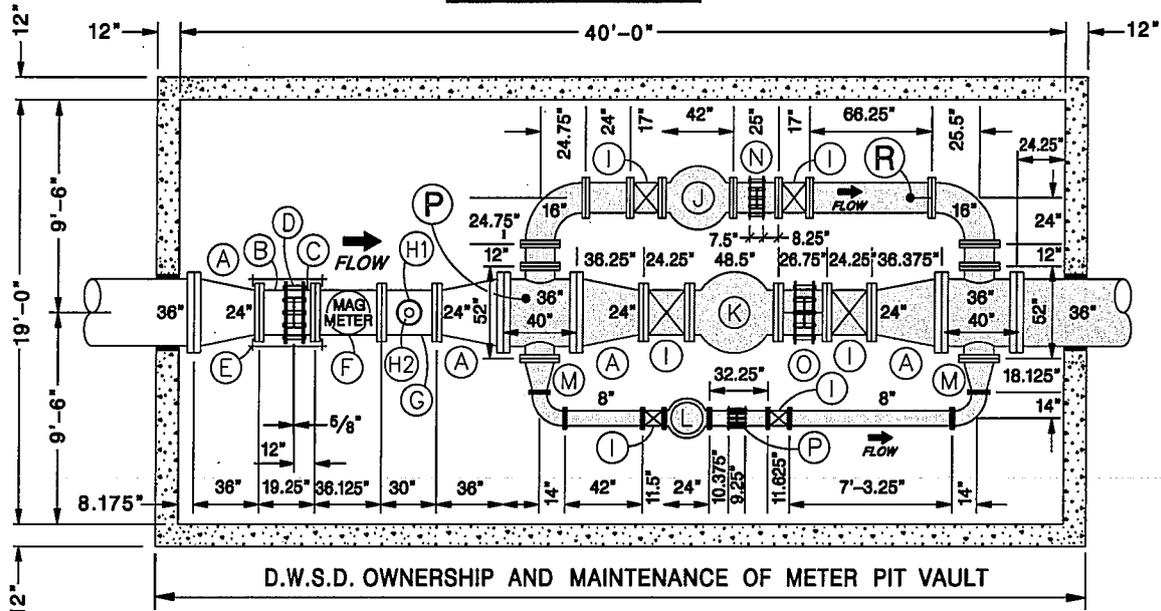
ADDRESS _____ 6971 ROCHESTER
 FEED TO _____ CITY OF TROY
 FEED FROM _____ 54" DWSD TRANS MAIN
 TYPE OF METER _____ 2 - B.I.F. VENTURI TUBES
 SIZE OF METER _____ 16" X 9.142" 8" X 3.494"
 METER NUMBER _____ 16") 83870-1 8") 83869-1
 DATE METER SET _____ 02/02/1971
 METER PIT CONST & SIZE _____ 13'-0.25" X 10'-0.625" ID REINF CONC
 SECTION MAP _____ 18-4
 GATE BOOK _____ N-1087
 FIELD BOOK _____
 DRAWN BY _____ A.D. BOLTON 02/19/2008
 REMARKS _____



EXHIBIT A TY-06

ADAMS AND WATTLES

CITY OF TROY



CITY OF TROY OWNERSHIP & MAINTENANCE

| TYPICAL PRESSURE LOSS THRU METER | |
|----------------------------------|-------------|
| METER TYPE | P.S.I. LOSS |
| VENTURI | 1 TO 2 |
| MAG | 0 |
| TURBINE | 4 - 6 |

METER PIT DETAIL

N.T.S.

(P) UPSTREAM PRESSURE TRANSMITTER, D.S.W.D. OWNERSHIP & MAINTENANCE

(R) OTHER PRESSURE TRANSMITTER, D.S.W.D. OWNERSHIP & MAINTENANCE

| LEGEND | | | |
|----------|-----|---|-----------|
| TAG QTY. | | DESCRIPTION | SIZE |
| A | 4 | 36" x 24" FLGD. CONCENTRIC REDUCERS, D.I. 18" F-F | 36" x 24" |
| B | 1 | 24" x 1'-7 1/4" F-PE PIPE, GADR. D.I. | 24" |
| C | 1 | 24" x 1'-0" F-PE PIPE, GADR. D.I. | 24" |
| D | 1 | 24" 'DRESSER STYLE' PIPE COUPLING | 24" |
| E | LOT | COUPLING RESTR.: [8] 43" LONG THRD. RODS. [12] EAR PLATES | 1" Ø |
| F | 1 | 24" FLGD. MAGNETIC FLOWMETER, 36.125" F-F | 24" |
| G | 1 | 24" x 6" FLGD. TEST TEE, D.I. 15" C-F | 24" x 6" |
| H1 | 1 | 8" x 4" FLGD. CONC. REDUCER, D.I., 9" F-F | 8" x 4" |

| TAG QTY. | | DESCRIPTION | SIZE |
|----------|---|--|--------------|
| H2 | 1 | TEST TEE ASSEMBLY w/ 3" x 9" O.D. COMPANION FLANGE | - |
| I | 8 | GATE VALVE | 8", 16", 24" |
| J | 1 | 16" ROSS P.R.V. | 16" |
| K | 1 | 24" ROSS P.R.V. | 24" |
| L | 1 | 8" ROSS P.R.V. | 8" |
| M | 1 | 8" x 16" REDUCER | 8" x 16" |
| N | 1 | 16" 'DRESSER STYLE' PIPE COUPLING | 16" |
| O | 1 | 24" 'DRESSER STYLE' PIPE COUPLING | 24" |
| P | 1 | 8" 'DRESSER STYLE' PIPE COUPLING | 8" |

LOCATION _____ ADAMS AND WATTLES
 FEED TO _____ CITY OF TROY
 FEED FROM _____ 72" DWSD TRANSMISSION MAIN
 TYPE OF METER _____ ABB MAG
 SIZE OF METER _____ 24"
 METER NUMBER _____ V/34729/17/1
 DATE OF METER SET _____ 5/12/2000
 METER PIT SIZE & CONST. _____ 19'-0" x 40'-0" REINF CONCRETE
 TYPE & SIZE OF P.R.V. _____ ROSS PRV - 24", 16" & 8"
 DATE VALVE SET _____
 SECTION MAP NO. _____ 13-1
 GATE BOOK NO. _____ NONE
 REMARKS _____ NONE
 DRAWN BY: _____ DWS-805 01/01/2003
 DRAWN BY: _____ D.G. LLAMAS 03/08

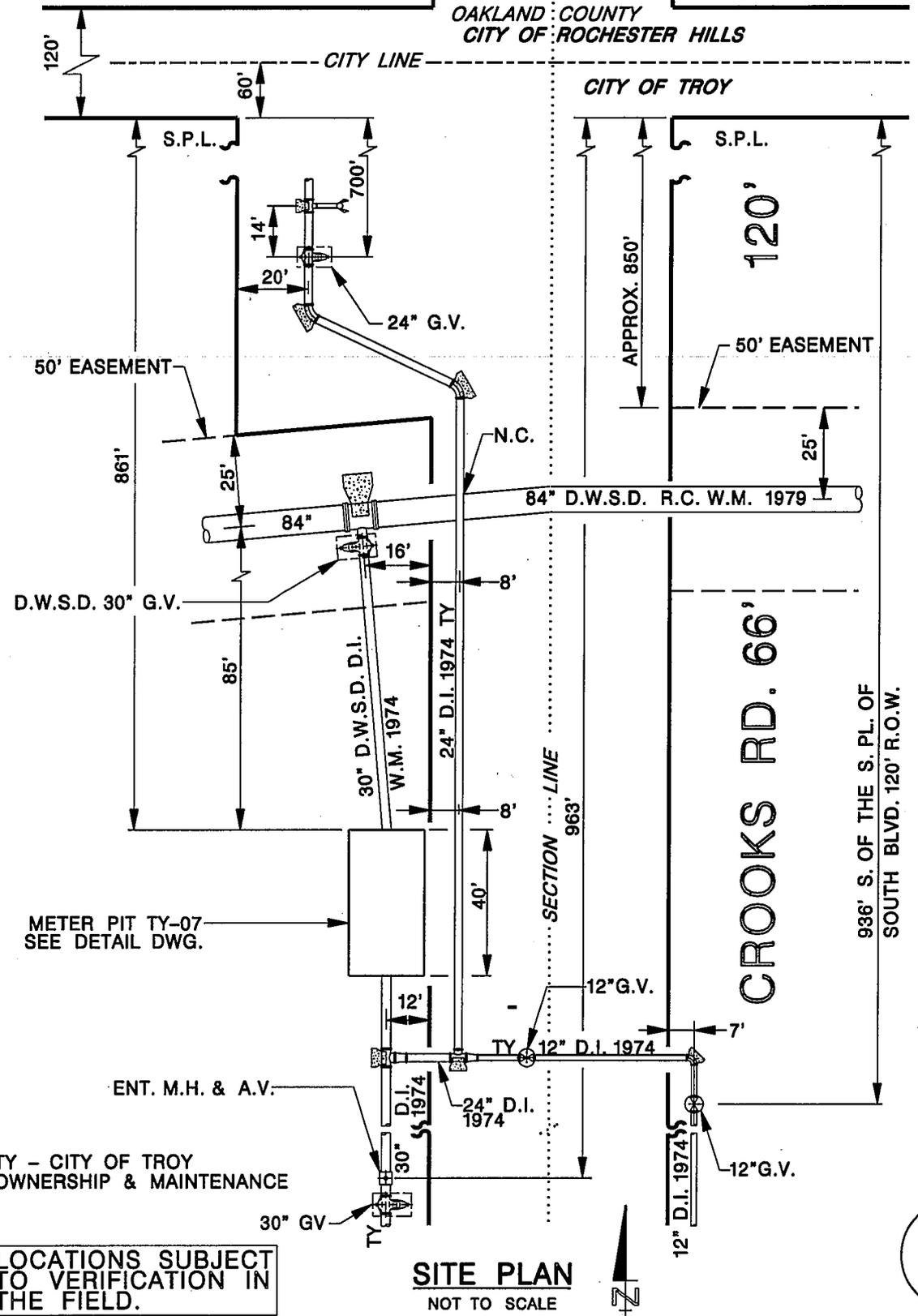


EXHIBIT A TY-07
CROOKS AND SOUTH BLVD.
CITY OF TROY

SOUTH BLVD.
(TWENTY MILE RD.)

N.P.L. 120'

OAKLAND COUNTY
CITY OF ROCHESTER HILLS



LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

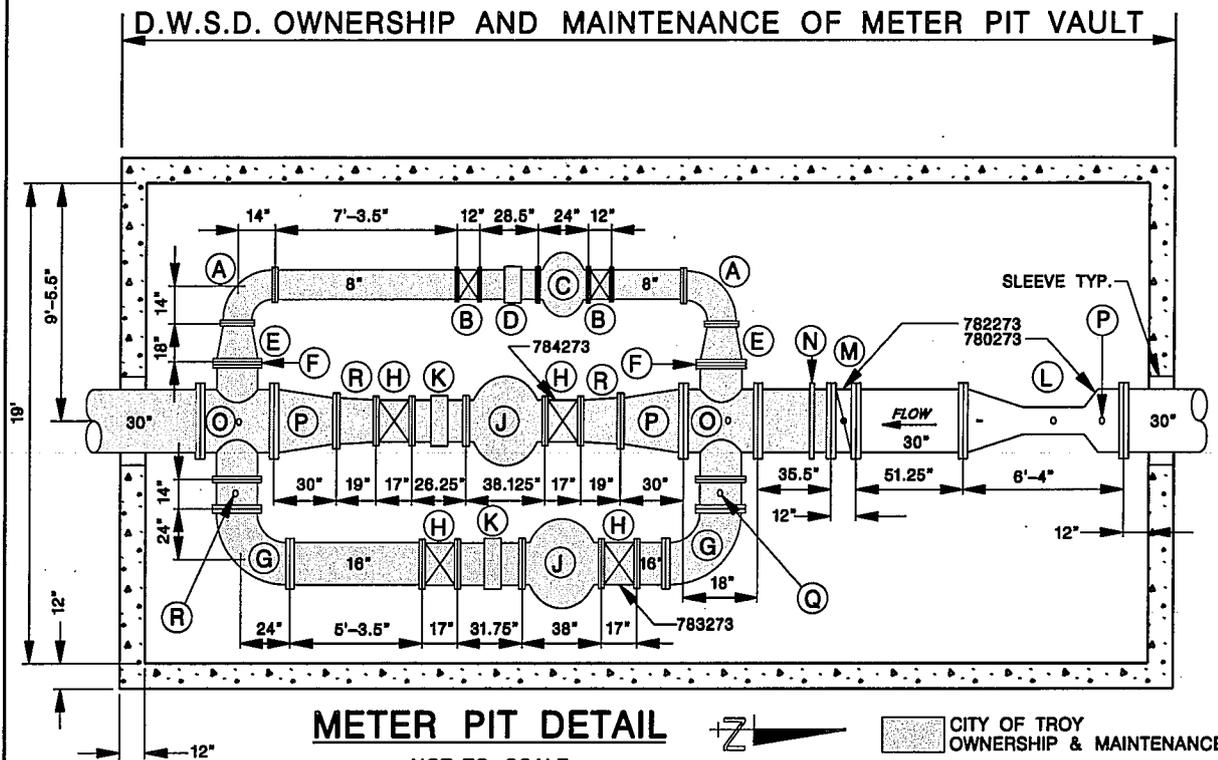
SITE PLAN
NOT TO SCALE



TY
07

EXHIBIT A TY-07

CROOKS AND SOUTH BLVD. CITY OF TROY



METER PIT DETAIL

NOT TO SCALE

| LEGEND | | | |
|--------|------|----------------------------|--------|
| TAG | QTY. | DESCRIPTION | SIZE |
| A | 2 | 8" 90° BEND | 8" |
| B | 2 | 8" G.V. | 8" |
| C | 1 | 8" ROSS P.R.V. | 8" |
| D | 1 | 8" DRESSER COUPLING | 8" |
| E | 2 | 16"x8" REDUCER | 16"x8" |
| F | 2 | 16" FILLER RINGS @ 7" EACH | 16" |
| G | 2 | 16" 90° BEND | 16" |
| H | 2 | 16" G.V. | 16" |
| J | 1 | 16" ROSS P.R.V. | 16" |
| K | 1 | 16" DRESSER COUPLING | 16" |

| LEGEND | | | |
|--------|------|--------------------------|---------|
| TAG | QTY. | DESCRIPTION | SIZE |
| L | 1 | 30" B.I.F. VENTURI METER | 30" |
| M | 1 | 30" BUTTERFLY VALVE | 30" |
| N | 1 | 30" DRESSER COUPLING | 30" |
| O | 2 | 30" X 16" TEE | 30"X16" |
| P | 2 | 30" X 18" REDUCER | 30"X18" |
| R | 2 | 18" X 18" REDUCER | 18"X18" |

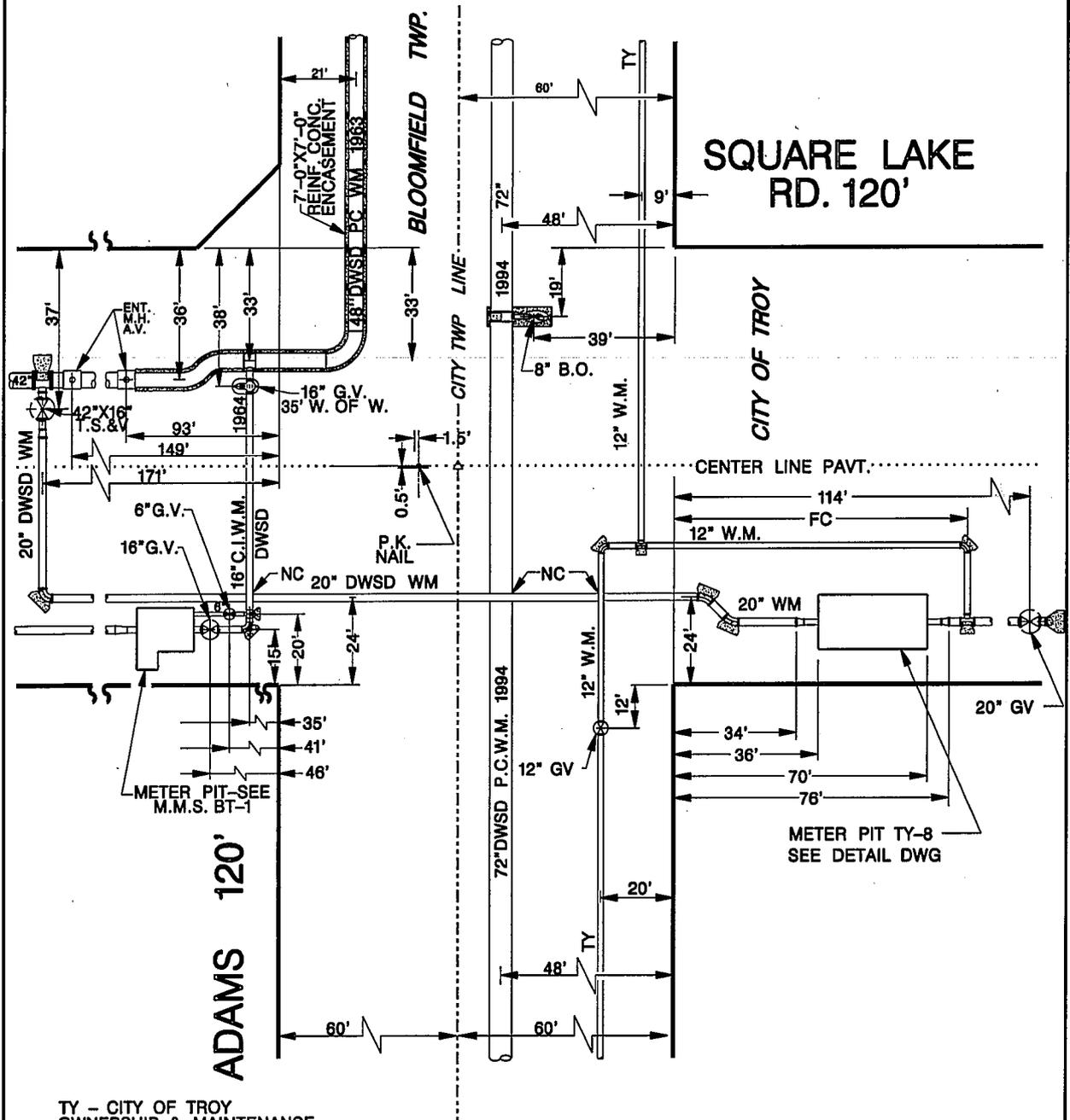
| TYPICAL PRESSURE LOSS THRU METER | |
|----------------------------------|-------------|
| METER TYPE | P.S.I. LOSS |
| VENTURI | 1 TO 2 |
| MAG | 0 |
| TURBINE | 4 - 6 |
| B.I.F. VENTURI WORKICE | 10 - 15 |

- (P)** UPSTREAM PRESSURE TRANSMITTER, D.W.S.D. OWNERSHIP & MAINTENANCE
- (Q)** DOWNSTREAM PRESSURE TRANSMITTER, D.W.S.D. OWNERSHIP & MAINTENANCE
- (R)** OTHER PRESSURE TRANSMITTER, D.W.S.D. OWNERSHIP & MAINTENANCE

FEED TO _____ CITY OF TROY
 FEED FROM _____ 84" D.W.S.D. TRANS. MAIN
 TYPE OF METER _____ B.I.F. VENTURI & ORIFICE
 SIZE OF METER _____ V) 30" X 17.4" O) 30" X 5.994"
 TYPE OF P.R.V. _____ 8") ROSS 16") ROSS
 SIZE OF P.R.V. _____ 8" 16" X 2
 METER NUMBER _____ O) 37194-1 V) 37200-1
 DATE METER SET _____ 01/06/1981
 METER PIT CONST & SIZE _____ 40'-0" X 19'-0" I.D., REINF. CONC.
 SECTION MAP _____ 14-4 & 16-4
 REMARKS _____
 GATE BOOK _____ N-1095 & N-1145
 DRAWN BY _____ M. SCOTT 03/28/08

TY
07

EXHIBIT-A TY-08 SQUARE LAKE RD. AND ADAMS CITY OF TROY



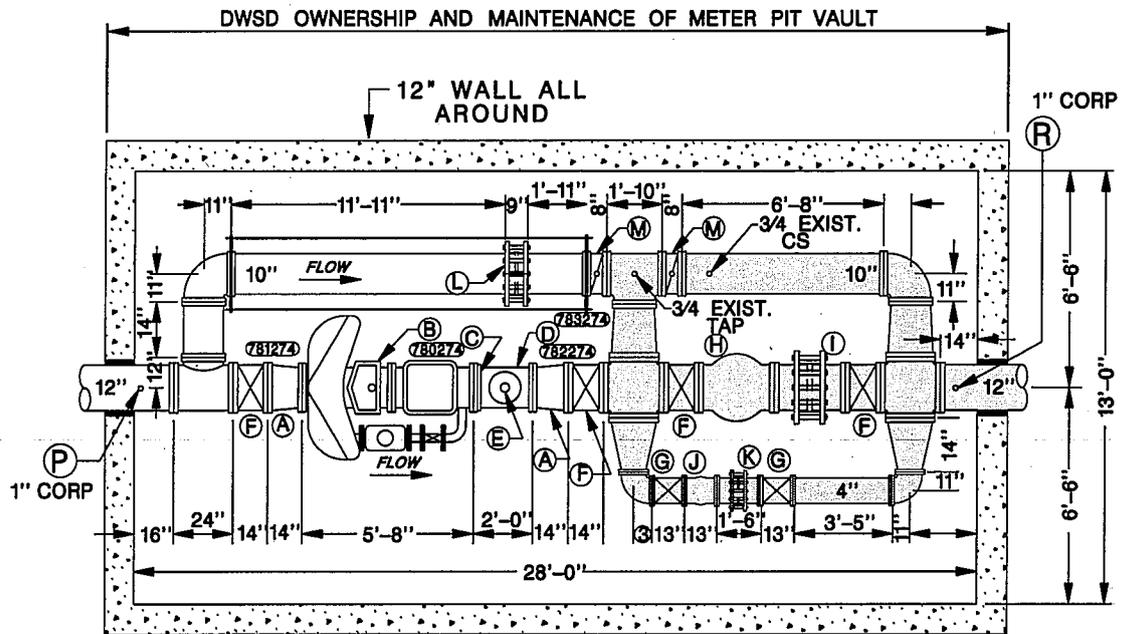
TY - CITY OF TROY
OWNERSHIP & MAINTENANCE
BT - BLOOMFIELD TOWNSHIP
OWNERSHIP & MAINTENANCE

LOCATIONS SUBJECT
TO VERIFICATION IN
THE FIELD.

SITE PLAN
NOT TO SCALE



EXHIBIT-A TY-08 SQUARE LAKE RD. AND ADAMS CITY OF TROY



CITY OF TROY
OWNERSHIP AND MAINTENANCE

- (P)** - UPSTREAM PRESSURE TRANSMITTER
D.W.S.D. OWNERSHIP & MAINTENANCE
- (R)** - OTHER PRESSURE TRANSMITTER
D.W.S.D. OWNERSHIP & MAINTENANCE

METER PIT DETAIL

NOT TO SCALE

| TYPICAL PRESSURE LOSS THRU METER | |
|-------------------------------------|-------------|
| METER TYPE | P.S.I. LOSS |
| VENTURI | 1 TO 2 |
| MAG | 0 |
| TURBINE | 4 - 6 |

| LEGEND | | | |
|--------|------|-------------------------------------|-----------|
| TAG | QTY. | DESCRIPTION | SIZE |
| A | 2 | FLGD CONC REDUC DI-F | 12" X 10" |
| B | 1 | FIRELINE COMPACT METER W5500 | 10" X 2" |
| C | 1 | MEGALUG FLANGE ADAPTER | 10" |
| D | 1 | 10" X 1'-11.5" F-PE PIPE w3" TOL DI | 10" |
| E | 1 | TEST TEE ASSEMBLY w3" COMP FLANGE | - |
| F | 4 | GATE VALVE | 12" |
| G | 1 | GATE VALVE | 4" |

| LEGEND | | | |
|--------|------|---------------------|------|
| TAG | QTY. | DESCRIPTION | SIZE |
| H | 1 | ROSS PRV | 12" |
| I | 1 | DRESSER CPLG. | 12" |
| J | 1 | GOLDEN ANDERSON PRV | 4" |
| K | 1 | DRESSER CPLG. | 4" |
| L | 1 | DRESSER CPLG. | 10" |
| M | 2 | BFLY. V. BIF TYPE H | 10" |

ADDRESS _____ 2985 E. SQUARE LAKE ROAD
 FEED TO _____ CITY OF TROY
 FEED FROM _____ 42" DWSD TRANS MAIN
 TYPE OF METER _____ FIRELINE COMPACT METER W5500
 SIZE OF METER _____ 10" X 2"
 METER NUMBER _____ 10") 1565968 & 2") 1566097
 DATE METER SET _____ 8/18/1999
 TYPE OF PRV _____ ROSS & GOLDEN ANDERSON
 SIZE OF PRV _____ 12" 4"
 METER PIT CONST & SIZE _____ 28'-0" X 13'-0" ID REINF CONC
 SECTION MAP _____ 13-3
 GATE BOOK _____ N-1127
 FIELD BOOK _____
 DRAWN BY _____ A.D. BOLTON 03/28/2008
 REMARKS _____



FIRST AMENDED EXHIBIT B

Projected Annual Volume and Minimum Annual Volume (Table 1)
Pressure Range and Maximum Flow Rate (Table 2)
Flow Split Assumptions (Table 3)
Addresses for Notice (Table 4)

Table 1 and Table 2 set forth the agreed upon Projected Annual Volumes, Minimum Annual Volumes, Pressure Ranges and Maximum Flow Rates for the term of this Contract provided that figures in bold type face are immediately enforceable pursuant to the terms of Section 5.07 and italicized figures are contained for planning purposes only but will become effective absent the negotiated replacements anticipated in Section 5.07.

The approximate rate of flow by individual meter set forth in Table 3 is the assumption upon which the Pressure Range commitments established in Table 2 have been devised. Should Customer deviate from these assumptions at any meter(s), the Board may be unable to meet the stated Pressure Range commitments in this Contract or in the contract of another customer of the Board and Section 5.08 of this Contract may be invoked.

FIRST AMENDED EXHIBIT B

Table 1
 Projected Annual Volume and Minimum Annual Volume

| Fiscal Year Ending June 30 | Projected Annual Volume (mcf) | Minimum Annual Volume (mcf) |
|----------------------------------|-------------------------------------|-----------------------------------|
| 2009 | 630,000 | 315,000 |
| 2010 | 630,000 | 315,000 |
| 2011 | 576,000 | 288,000 |
| 2012 | 576,000 | 288,000 |
| 2013 | 576,000 | 288,000 |
| 2014 | 576,000 | 288,000 |
| 2015 | 576,000 | 288,000 |
| 2016 | 576,000 | 288,000 |
| 2017 | 576,000 | 288,000 |
| 2018 | 576,000 | 288,000 |
| 2019 | 576,000 | 288,000 |
| 2020 | 576,000 | 288,000 |
| 2021 | 576,000 | 288,000 |
| 2022 | 576,000 | 288,000 |
| 2023 | 576,000 | 288,000 |
| 2024 | 576,000 | 288,000 |
| 2025 | 576,000 | 288,000 |
| 2026 | 576,000 | 288,000 |
| 2027 | 576,000 | 288,000 |
| 2028 | 576,000 | 288,000 |
| 2029 | 576,000 | 288,000 |
| 2030 | 576,000 | 288,000 |
| 2031 | 576,000 | 288,000 |
| 2032 | 576,000 | 288,000 |
| 2033 | 576,000 | 288,000 |
| 2034 | 576,000 | 288,000 |
| 2035 | 576,000 | 288,000 |
| 2036 | 576,000 | 288,000 |
| 2037 | 576,000 | 288,000 |
| 2038 | 576,000 | 288,000 |

FIRST AMENDED EXHIBIT B

Table 2
Pressure Range and Maximum Flow Rate

| Calendar Year | Pressure Range (psi) | |
|---------------|----------------------|-----|----------------------|-----|----------------------|-----|----------------------|-----|----------------------|-----|----------------------|-----|
| | Meter TY-01 | | Meter TY-03 | | Meter TY-04 | | Meter TY-06 | | Meter TY-07 | | Meter TY-08 | |
| | Min | Max |
| 2008 | 35 | 74 | 51 | 77 | 114 | 149 | 87 | 111 | 72 | 96 | 104 | 134 |
| 2009 | 35 | 74 | 51 | 77 | 114 | 149 | 87 | 111 | 72 | 96 | 104 | 134 |
| 2010 | 35 | 74 | 51 | 77 | 114 | 149 | 87 | 111 | 72 | 96 | 104 | 134 |
| 2011 | 35 | 74 | 51 | 77 | 114 | 149 | 87 | 111 | 72 | 96 | 104 | 134 |
| 2012 | 35 | 74 | 51 | 77 | 114 | 149 | 87 | 111 | 72 | 96 | 104 | 134 |
| 2013 | 35 | 74 | 51 | 77 | 114 | 149 | 87 | 111 | 72 | 96 | 104 | 134 |
| 2014 | 35 | 74 | 51 | 77 | 114 | 149 | 87 | 111 | 72 | 96 | 104 | 134 |
| 2015 | 50 | 75 | 65 | 82 | 114 | 149 | 87 | 111 | 80 | 96 | 104 | 134 |
| 2016 | 50 | 75 | 65 | 82 | 114 | 149 | 87 | 111 | 80 | 96 | 104 | 134 |
| 2017 | 50 | 75 | 65 | 82 | 114 | 149 | 87 | 111 | 80 | 96 | 104 | 134 |
| 2018 | 50 | 75 | 65 | 82 | 114 | 149 | 87 | 111 | 80 | 96 | 104 | 134 |
| 2019 | 50 | 75 | 65 | 82 | 114 | 149 | 87 | 111 | 80 | 96 | 104 | 134 |
| 2020 | 50 | 75 | 65 | 82 | 114 | 149 | 87 | 111 | 80 | 96 | 104 | 134 |
| 2021 | 50 | 75 | 65 | 82 | 114 | 149 | 87 | 111 | 80 | 96 | 104 | 134 |
| 2022 | 50 | 75 | 65 | 82 | 114 | 149 | 87 | 111 | 80 | 96 | 104 | 134 |
| 2023 | 50 | 75 | 65 | 82 | 114 | 149 | 87 | 111 | 80 | 96 | 104 | 134 |
| 2024 | 50 | 75 | 65 | 82 | 114 | 149 | 87 | 111 | 80 | 96 | 104 | 134 |
| 2025 | 50 | 75 | 65 | 82 | 114 | 149 | 87 | 111 | 80 | 96 | 104 | 134 |
| 2026 | 50 | 75 | 65 | 82 | 114 | 149 | 87 | 111 | 80 | 96 | 104 | 134 |
| 2027 | 50 | 75 | 65 | 82 | 114 | 149 | 87 | 111 | 80 | 96 | 104 | 134 |
| 2028 | 50 | 75 | 65 | 82 | 114 | 149 | 87 | 111 | 80 | 96 | 104 | 134 |
| 2029 | 50 | 75 | 65 | 82 | 114 | 149 | 87 | 111 | 80 | 96 | 104 | 134 |
| 2030 | 50 | 75 | 65 | 82 | 114 | 149 | 87 | 111 | 80 | 96 | 104 | 134 |
| 2031 | 50 | 75 | 65 | 82 | 114 | 149 | 87 | 111 | 80 | 96 | 104 | 134 |
| 2032 | 50 | 75 | 65 | 82 | 114 | 149 | 87 | 111 | 80 | 96 | 104 | 134 |
| 2033 | 50 | 75 | 65 | 82 | 114 | 149 | 87 | 111 | 80 | 96 | 104 | 134 |
| 2034 | 50 | 75 | 65 | 82 | 114 | 149 | 87 | 111 | 80 | 96 | 104 | 134 |
| 2035 | 50 | 75 | 65 | 82 | 114 | 149 | 87 | 111 | 80 | 96 | 104 | 134 |
| 2036 | 50 | 75 | 65 | 82 | 114 | 149 | 87 | 111 | 80 | 96 | 104 | 134 |
| 2037 | 50 | 75 | 65 | 82 | 114 | 149 | 87 | 111 | 80 | 96 | 104 | 134 |

FIRST AMENDED EXHIBIT B

Table 2 (continued)
 Pressure Range and Maximum Flow Rate

| Calendar Year | Maximum Flow Rate (mgd) | |
|---------------|-------------------------|------------------|
| | <u>Max Day</u> | <u>Peak Hour</u> |
| 2008 | 35.0 | 55.0 |
| 2009 | 35.0 | 55.0 |
| 2010 | 28.0 | 38.0 |
| 2011 | 28.0 | 38.0 |
| 2012 | 28.0 | 38.0 |
| 2013 | 28.0 | 38.0 |
| 2014 | 28.0 | 38.0 |
| 2015 | 28.0 | 38.0 |
| 2016 | 28.0 | 38.0 |
| 2017 | 28.0 | 38.0 |
| 2018 | 28.0 | 38.0 |
| 2019 | 28.0 | 38.0 |
| 2020 | 28.0 | 38.0 |
| 2021 | 28.0 | 38.0 |
| 2022 | 28.0 | 38.0 |
| 2023 | 28.0 | 38.0 |
| 2024 | 28.0 | 38.0 |
| 2025 | 28.0 | 38.0 |
| 2026 | 28.0 | 38.0 |
| 2027 | 28.0 | 38.0 |
| 2028 | 28.0 | 38.0 |
| 2029 | 28.0 | 38.0 |
| 2030 | 28.0 | 38.0 |
| 2031 | 28.0 | 38.0 |
| 2032 | 28.0 | 38.0 |
| 2033 | 28.0 | 38.0 |
| 2034 | 28.0 | 38.0 |
| 2035 | 28.0 | 38.0 |
| 2036 | 28.0 | 38.0 |
| 2037 | 28.0 | 38.0 |

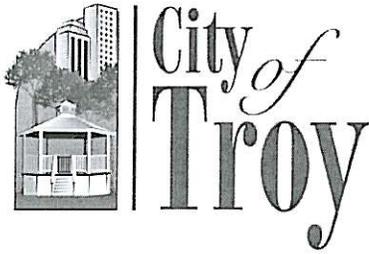
FIRST AMENDED EXHIBIT B

Table 3
Flow Split Assumptions

| Meter | Assumed Flow Split (2010-2012) |
|-------|--------------------------------|
| TY-01 | 1% |
| TY-03 | 11% |
| TY-04 | 45% |
| TY-06 | 5% |
| TY-07 | 31% |
| TY-08 | 7% |

Table 4
Addresses for Notice

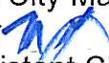
| If to the Board: | If to Customer: |
|--|---|
| Director Detroit Water and Sewerage Department 735 Randolph Detroit, Michigan 48226 | City Clerk City of Troy 500 West Big Beaver Troy, Michigan 48084 |



CITY COUNCIL AGENDA ITEM

DATE: December 15, 2009

TO: John Szerlag, City Manager 

FROM: John Lamerato, Assistant City Manager/Finance & Administration 
 Nino Licari, City Assessor 
 Mark F. Miller, Acting Assistant City Manager/Economic Development Services 

SUBJECT: Mid Town Brownfield Plan #1 – Abolishment of Plan

City Administration conducted considerable research regarding the issue of elimination of the future tax capture by the TBRA, for Brownfield Plan #1(Grand Sakwa/Mid Town). There are two years of capture remaining and these funds are designated to the Local Site Remediation Revolving Fund. There was an initial direction to amend the Mid Town Brownfield Plan #1. However, after additional research and discussions with the State Tax Commission it was determined that amendment of the Mid Town Brownfield Plan #1 is not required and the City Council public hearing was cancelled.

BACKGROUND

On May 5, 2009 the TBRA adopted resolution #2009-05-02, that approved and recommended the 2009/2010 budget which did not include the Local Site Remediation Revolving Fund. City Council then adopted the TBRA budget without the Local Site Remediation Revolving Fund. Also on May 5, 2009 the TBRA adopted resolution # 2009-05-03, that approves elimination of future capture of tax revenues from the Brownfield Plan #1 (Grand Sakwa/Mid Town). Finally on December 8, 2009 the TBRA adopted resolution # 2009-12-02 that recommends abolishment of Brownfield Plan #1 (Grand Sakwa/Mid Town).

ABOLISHMENT OF MID TOWN BROWNFIELD PLAN #1

Under MCL 125.2666 (2), "The governing body may abolish the plan when it finds that the purposes for which the plan was established are accomplished. However, the plan shall not be abolished until the principal and interest on bonds issued under section 17 and all other obligations to which the tax increment revenues are pledged have been paid or funds sufficient to make the payment have been segregated." Upon dissolution, "All surplus funds not deposited in the local site remediation revolving fund of the authority under section 13 (5) shall revert proportionally to the respective taxing bodies."

The purposes of the plan are accomplished, based upon Grand/Sakwa's eligible expenditures being paid off in 2005. Then in 2006 the captured tax dollars were directed into the Local Site Remediation Revolving Fund. The Fund accumulated \$2.7 million for the purpose of making loans to encourage redevelopment of brownfield sites in the City. The development community demonstrates no interest in utilizing the fund. In addition the fiscal crisis due to the declining tax revenue stream is affecting all taxing jurisdictions, including the City of Troy. City Management recommends abolishment of Mid Town Brownfield Plan #1.

Approved as to form and legality:



Lori Grigg Bluhm, City Attorney

Attachments

1. TBRA Minutes December 8, 2009
2. LSRRF Guidelines

BROWNFIELD REDEVELOPMENT AUTHORITY
DRAFT MEETING MINUTES

DECEMBER 8, 2009

The meeting was called to order at 3:01 p.m. at Troy City Hall, Council Boardroom by Bruce Wilberding.

Members Present: Victor Lenivov
Donald Schenk
Robert Swartz
Joseph Vassallo (left @ 3:45 p.m.)
Bruce Wilberding (Chairman)

Members Absent: Jim Campbell
Art Cotsonika

Also Present: Lori Grigg Bluhm, City Attorney
Mark F. Miller, Secretary/Treasurer
Patti Holland, Recording Secretary

APPROVAL OF MINUTES

Resolution # BRA 2009-12-01
Moved by Wilberding
Seconded by Schenk

RESOLVED, that the BRA approve the minutes of July 21, 2009 with the addition of Mr. Lenivov's comments.

Yeas: All (5)
Absent: Campbell, Cotsonika

MOTION PASSED

OLD BUSINESS

None

NEW BUSINESS

A. 2010 Meeting Schedule

RESOLVED, that the BRA approves the 2010 meeting schedule.

Yeas: All (5)
Absent: Campbell, Cotsonika

MOTION PASSED

B. Mid Town Brownfield Plan #1 – Abolishment of Plan and Amendment of Local Site Remediation Revolving Loan Fund Policy

1. Abolishment of Mid Town Brownfield Plan #1

Resolution #BRA 2009-12-02

Moved by Vassallo
Seconded by Wilberding

Yeas: All (5)
Absent: Campbell, Cotsonika

RESOLVED, that the TBRA recommends abolishment of Brownfield Plan #1, as amended (Grand/Sakwa / Midtown), as permitted by MCL125.2666 (2), since the purposes for which the plan were established have been accomplished, and forwards this resolution to the Troy City Council for its consideration and action.

Yeas: All (5)
Absent: Campbell, Cotsonika

MOTION PASSED

2. Amendment of Local Site Remediation Revolving Loan Fund Policy

The amendment was discussed and will be addressed at the January 19, 2010 regularly scheduled meeting.

BOARD MEMBER COMMENT

Mr. Lenivov asked for clarification of the 2009 Comprehensive Annual Financial Report.

Resolution #BRA 2009-12-03

Moved by Lenivov
Seconded by Schenk

RESOLVED, that Mark Miller will provide clarification of the 2009 Comprehensive Financial Report as requested by Mr. Lenivov.

Yeas: All (4)
Absent: Campbell, Cotsonika, Vassallo

Changes will be made to the Local Site Remediation Revolving Fund Policy by Mark Miller and Lori Bluhm, which will be part of the January, 2010 agenda.

PUBLIC COMMENT

None

Meeting was adjourned at 4:02 p.m.

The next meeting scheduled is January 19, 2010.

Bruce Wilberding, Chairman

Mark Miller, Secretary/Treasurer

Local Site Remediation Revolving Fund

The Troy Brownfield Redevelopment Authority established a Site Remediation Revolving Fund to further promote the redevelopment of Brownfield sites located in the City of Troy. The Authority established the following terms and conditions to the Revolving Loan Fund in October 2006:

1. No grants shall be provided to an entity. Moneys in the BRA Local Site Remediation Revolving fund are limited to loans, where there is sufficient ability to insure repayment of the loans.
2. The tax increment financing shall be collected only for a maximum period of five years after the time that the tax increment revenues are equal to the amount of eligible expenses paid pursuant to an approved brownfield plan.
3. Loan proceeds can only be used for eligible expenses for eligible properties, as defined within the Brownfield Redevelopment Authority Act.
4. An application should be submitted for any request for a loan. The application must detail the site assessment activities completed to date. The application must also describe the overall Brownfield project, and how the loan funding would advance the project goals.
5. Complete applications must either be approved or denied within 90 days of the date of submission to the Authority, unless a longer time is agreed to by the applicant and the BRA.
6. All applicants must have completed Phase I and Phase II site assessment in order to qualify for a revolving loan fund. The fund may not be used to complete a Phase I and Phase II site assessment.
7. A Loan Agreement shall be executed prior to the payment of any loan from the fund.
8. The interest in the loan shall not exceed the interest rate collected by the City in special assessments.
9. The extent of the applicant's contribution to environmental contamination on the property will be considered. A property that

is subject to a unilateral administrative order, consent or judicial decree under CERCLA shall not qualify for a revolving loan fund.

10. Each loan shall not exceed \$1,000,000.
11. The repayment term for each loan shall not exceed 7 years absent extraordinary circumstances.
12. The total amount of loans and grants received shall not be more than 100% of the total approved environmental project costs.
13. An amount not exceeding 10% of the total loan can be used for administrative purposes, including but not limited to attorney fees, permit fees, BEA fees.
14. In multi-phase projects, loans should be distributed only on a phase-by-phase basis.
15. Tax increment financing from an approved BRA Plan can be used to repay the revolving loan funds.
16. The BRA shall be afforded flexibility in the approval of collateral for the loan. Acceptable collateral can include security interest in accounts, liens on property, and/or personal guarantees, as long as the BRA is satisfied that the collateral is sufficient to insure payment of the loan.
17. The loan applicants shall be the owners of the property or persons with a substantial interest in the property where a brownfield is located.
18. The loan applicants shall disclose whether they are currently have been in the past, subject to any penalties resulting from environmental non-compliance.
19. In the event of a default, there shall be reasonable efforts to enforce the terms of the loan agreement, as permitted by law. The choice of remedies are at the option of the BRA, and include but are not limited to: charging a penalty; proceeding against the assets pledged as collateral to cover losses to the loan; placing a lien on the property, and also recovering court costs and attorney fees necessarily incurred in enforcing the terms of the loan agreement.

20. The applicant must be compliant with federal, state, and local laws, and shall also be compliant with any court order, consent decree, or similar governing documents.
21. The loan recipients shall retain financial records including federal tax returns for a period of at least 3 years after repayment. These records shall document the use of the loan funds.
22. In accordance with the provisions of the City Charter, any BRA member or City officer or employee shall disclose and recuse themselves if they have any significant financial interest in, or benefit from, brownfield activities associated with the loan.
23. Loan applicants must be current with all federal, state, and local tax obligations.
24. The MDEQ must approve a loan application where school tax increments are going to be used to fund eligible activities.
25. The school tax increment should be segregated from all other moneys received.

Attached is a copy of the Site Remediation Revolving Fund Application. Please submit a completed application to the Brownfield Redevelopment Authority at:

Mark F. Miller, Secretary/Treasurer
Troy Brownfield Redevelopment Authority
500 West Big Beaver
Troy, Michigan 48084



AGENDA ITEM

December 9, 2009

TO: John Szerlag, City Manager

FROM: John M. Lamerato, Assistant City Manager/Finance & Administration
James A. Nash, Financial Services Director

SUBJECT: Agenda Item – Deficit Elimination Plans

Background:

- It is a requirement of the State of Michigan that any fund of a municipality reporting negative net assets shall file a Deficit Elimination Plan (DEP) with the Department of Treasury after approval by the local legislative body.
- For the fiscal year ending June 30, 2009 the Downtown Development Authority, Aquatic Center and Sanctuary Lake Golf Course funds met this criterion.

Financial Considerations:

- The attached DEP(s) recognizes the cause of these negative net assets and identifies future remedies.
- Please know that these remedies may require the infusion of General Fund monies.

Legal Considerations:

- The governing body of the employer must certify by resolution that any DEP is approved and adopted.

Policy Considerations:

- Adoption will satisfy State of Michigan reporting requirements.

Options:

- Staff recommends that City Council approve the DEP(s).

CITY OF TROY DEFICIT ELIMINATION PLAN

Downtown Development Authority (DDA)

The deficit in net assets of \$12,291,189 is caused solely by the presentation of \$26,070,000 in bonds payable as a liability. At the fund level there is a positive fund balance of \$13,918,803 (CAFR, p. 95).

Notwithstanding any surplus of revenue over expenditures which will reduce the deficit, principal payments on the bonds payable will eliminate the deficit as follows:

| | |
|----------------------------------|--------------|
| Deficit, June 30, 2009 | \$12,291,189 |
| Principal payments FYE 6/30/2010 | (1,975,000) |
| Deficit, June 30, 2010 | \$10,316,189 |
| Principal payments FYE 6/30/2011 | (2,065,000) |
| Deficit, June 30, 2011 | \$ 8,251,189 |
| Principal payments FYE 6/30/2012 | (2,215,000) |
| Deficit, June 30, 2012 | \$ 6,036,189 |
| Principal payments FYE 6/30/2013 | (2,365,000) |
| Deficit, June 30, 2013 | \$ 3,671,189 |
| Principal payments FYE 6/30/2014 | (2,490,000) |
| Deficit, June 30, 2014 | \$ 1,181,189 |
| Principal payments FYE 6/30/2015 | (2,650,000) |
| Surplus, June 30, 2015 | \$ 1,468,811 |

CITY OF TROY DEFICIT ELIMINATION PLAN

Aquatic Center (AC)

The deficit in net assets of \$426,470 is caused solely by the designation of \$1,872,981 as investment in fixed assets. At the fund level there is a positive fund balance of \$1,446,511 (CAFR, p. 83).

Since the AC's inception the policy of the City has been for revenue to cover operating expenses excluding depreciation, and this goal has essentially been achieved. With an anticipated improvement in Aquatic Center usage and decreasing depreciation charges it is anticipated the deficit will be eliminated in FY 2013-14.

| | | |
|-------------------------------------|----|----------------|
| AC Net Assets, June 30, 2009 | \$ | (426,470) |
| Budgeted expenditures, FY 09-10 | | (630,290) |
| Budgeted revenue, FY 08-09 | | 490,200 |
| Estimated Net Assets, June 30, 2010 | \$ | (566,560) |
| Estimated expenditures, FY 10-11 | | (532,000) |
| Estimated revenue, FY 10-11 | | <u>691,000</u> |
| Estimated Net Assets, June 30, 2011 | \$ | (407,560) |
| Estimated expenditures, FY 11-12 | | (550,000) |
| Estimated revenue, FY 11-12 | | <u>721,000</u> |
| Estimated Net Assets, June 30, 2012 | \$ | (236,560) |
| Estimated expenditures, FY 12-13 | | (560,000) |
| Estimated revenue, FY 12-13 | | <u>741,000</u> |
| Estimated Net Assets, June 30, 2013 | \$ | (55,560) |
| Estimated expenditures, FY 13-14 | | (560,000) |
| Estimated revenue, FY 13-14 | | <u>741,000</u> |
| Estimated Net Assets, June 30, 2014 | \$ | 125,440 |

CITY OF TROY DEFICIT ELIMINATION PLAN

Sanctuary Lake Golf Course (SLGC)

A number of factors contributed to this deficit, the initial being the delay in opening SLGC. The debt service payment schedule was based upon the course being in full operation prior to July 1, 2004. That not being the case, first year revenue was well below projections while fixed costs remained in place. As a new entity with no net asset reserve available, the revenue shortfall immediately created the deficit situation.

The dismal economy continues to have a strong local impact.

In its fifth year of operations SLGC experienced a negative change in net assets of \$716,054 compared to \$634,790 last fiscal year. Operating expenses increased slightly; the total number of rounds played increased largely due to incentives, which ultimately led to decreased revenue. Additional leagues and outings are reserving for 2010, but until the economy recovers and discretionary spending increases it is anticipated that the deficit elimination will be a multi-year effort, as indicated in the following plan:

| | | |
|-------------------------------------|----|------------------|
| SLGC Net Assets, June 30, 2009 | \$ | (3,330,953) |
| Budgeted expenditures, FY 09-10 | | (1,970,300) |
| Budgeted revenue, FY 08-09 | | <u>1,189,000</u> |
| Estimated Net Assets, June 30, 2010 | \$ | (4,112,253) |
| Estimated expenditures, FY 10-11 | | (2,000,000) |
| Estimated revenue, FY 10-11 | | <u>2,125,000</u> |
| Estimated Net Assets, June 30, 2011 | \$ | (3,987,253) |
| Estimated expenditures, FY 11-12 | | (2,100,000) |
| Estimated revenue, FY 11-12 | | <u>2,650,000</u> |
| Estimated Net Assets, June 30, 2012 | \$ | (3,437,253) |
| Estimated expenditures, FY 12-13 | | (2,205,000) |
| Estimated revenue, FY 12-13 | | <u>3,180,000</u> |
| Estimated Net Assets, June 30, 2013 | \$ | (2,462,253) |
| Estimated expenditures, FY 13-14 | | (2,320,000) |
| Estimated revenue, FY 13-14 | | <u>3,650,000</u> |
| Estimated Net Assets, June 30, 2014 | \$ | (1,132,253) |

| | | |
|-------------------------------------|----|------------------|
| Estimated expenditures, FY 14-15 | | (2,440,000) |
| Estimated revenue, FY 14-15 | | <u>3,650,000</u> |
| Estimated Net Assets, June 30, 2015 | \$ | 77,747 |

Under this plan the deficit will be eliminated by June 30, 2015. Please advise if further information is requested.



CITY COUNCIL ACTION REPORT

DATE: December 16, 2009

TO: John Szerlag, City Manager

FROM: Mark F. Miller, Acting Assistant City Manager/Economic Development Services
R. Brent Savidant, Acting Planning Director

SUBJECT: Amendment to Chapter 3 - Administrative Service

On the December 21, 2009 City Council agenda, there is a proposed amendment to the Zoning Ordinance to establish a Zoning Administrator position and define the responsibilities for administration and enforcement of the Zoning Ordinance (ZOTA 241).

The proposed amendment to Chapter 3, Administrative Service, authorizes the Zoning Administrator to enforce the provisions of the Zoning Ordinance and other Chapters in the City Code related to blight, nuisance and land use. The amendments provide the Zoning Administrator with the authority to issue and serve upon a person an appearance ticket, a Municipal Civil Infraction notice of violation, and/or a Municipal Civil Infraction citation, if he/she has reasonable cause to believe that the person has committed a violation of any of the listed chapters of the City Code.

City Management recommends approval of the proposed amendments to Chapter 3, Administrative Service.

Approved as to form and legality:

Lori Grigg Bluhm, City Attorney

Attachments:

1. Draft Chapter 3 Amendments.

Prepared by RBS/MFM

G:\ZOTAs\ZOTA 241 Establishment of Zoning Administrator\Chapter 3 Revisions\CC Memo Chapter 3 12 21 09.doc

CITY OF TROY
AN ORDINANCE TO AMEND
CHAPTER 3 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 3 of the Code of the City of Troy.

Section 2. Amendment

1.141(10) The Zoning Administrator, or his/her designee, shall have authority to issue and serve upon a person an appearance ticket, a Municipal Civil Infraction notice of violation, and/or a Municipal Civil Infraction citation, if he/she has reasonable cause to believe that the person has committed a violation of any of the following provisions of the Troy City Code:

Chapter 16: Garbage and Rubbish

Chapter 34: Sidewalks and Driveway Approaches

Chapter 39: Zoning

Chapter 47: House Trailers and Trailer Courts

Chapter 61: Temporary Merchant Business

Chapter 64: Gasoline Stations

Chapter 67: Dances and Dance Halls

Chapter 69: Miscellaneous Licensed Businesses

Chapter 73: Drive-In Restaurant

Chapter 76: Adult Use Businesses Licenses

Chapter 79: General Building Regulations

Chapter 82: Property Maintenance Regulations

Chapter 82-A: Rental and Dwelling Inspection and Enforcement

Chapter 82-B: Dangerous Buildings

Chapter 83: Fences

[Chapter 85: Signs](#)

[Chapter 88: Nuisances](#)

[Chapter 93: Fire Prevention](#)

[Chapter 97: Coin-Operated Amusement Devices and Arcades](#)

Section 3. Savings

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

Section 4. Severability Clause

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

Section 5. Effective Date

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

This Ordinance is enacted by the Council of the City of Troy, Oakland County, Michigan, at a regular meeting of the City Council held at City Hall, 500 W. Big Beaver, Troy, MI, on _____, 2009.

Louise E. Schilling, Mayor

Tonni Bartholomew, City Clerk



TO: Members of Troy City Council
FROM: Lori Grigg Bluhm , City Attorney
Susan M. Lancaster, Assistant City Attorney
DATE: December 2, 2009
SUBJECT: Cost Recovery Ordinance, Chapter 102

On occasion, there are accidents or other incidents in the City of Troy that require extraordinary municipal services. Many of these incidents are caused by criminal activity or other intentional acts. For these unique types of incidents, the attached ordinance would allow the City to collect the extraordinary costs from the responsible person(s). The City of Troy's participation in mutual aid agreements with other fire departments requires us to have a mechanism to recoup these extraordinary expenses.

Relying on extensive input from the Police Department, the Fire Department, the Building Department and the Department of Public Works, our office has drafted this proposed cost recovery ordinance. The proposed ordinance would be Chapter 102, Cost Recovery. Some of the provisions in this new ordinance duplicate provisions found in Chapter 93, the Fire Prevention Ordinance. Specifically, the adoption of the proposed Cost Recovery Ordinance would require the deletion of Section 112.2 and 112.3 of Chapter 93, which allow the City to recover the costs for hazardous material spills and leaks.

This proposed resolution was initially included in the City Council agenda packet for the December 7, 2009 City Council meeting, and is now being presented as a recommended action item. Enactment of this ordinance would allow for recovery of any such extraordinary costs starting in January 2010.

Please contact us with any questions or concerns.

CITY OF TROY
AN ORDINANCE TO ADD
CHAPTER 102 TO 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 to Chapter 102, Cost Recovery, of the Code of the City of Troy.

Section 2. New Ordinance Provisions

Chapter 102 of the Code of the City of Troy shall incorporate the following:

1. **Short Title**: This chapter shall be known and cited as the “Cost Recovery Ordinance”.

2. **Purpose**. The City of Troy finds that a significant and continuous potential exists for extraordinary response situations based upon prior events which have taken place in the City, including those involving specialized response resources, that have and will continue to place a substantial financial and operational burden upon police protection services, fire protection services, emergency medical services, public works services, and other emergency health and safety services. The City finds that this Ordinance is necessary to protect the City from excessive expense resulting from the utilization of City resources in response to defined extraordinary situations and to fairly allocate the costs resulting from incidents among those responsible for them. The City further finds that the use of municipal personnel for certain responses interferes with the provision of routine and necessary public services to the residents of the City. The City has also determined that in traffic accidents involving drivers who are operating under the influence there is a greater likelihood of personal injury and property damage. The City further finds that this Ordinance is necessary to authorize the imposition of charges and to establish a policy and set forth the methods by which the City will recover actual costs incurred in making extraordinary responses and providing services in connection with the same.

3. **Definitions**. The following terms, phrases, words, and their derivatives shall have the meaning given herein, unless the context otherwise requires:

A. *Accident, including natural disaster*, means an unforeseen or unexpected happening or occurring which of itself causes great harm or damage, or which creates the potential for great harm or damage to individuals and/or property, and which requires immediate and prudent securing and monitoring by the City

and/or agents of the City, to reduce the potential for such damage, but not including an extraordinary response.

B. *Assessable costs* means those costs for services (including police, fire, rescue, emergency medical services, emergency or municipal personnel, public works, and any other health and safety services) at the scene of an extraordinary response, incurred by the City, or a private person, corporation, or other assisting governmental agency, operating at the request or direction of the City. The term *assessable costs* includes but is not limited to the costs of providing:

- 1) Disposable materials and supplies acquired, consumed and expended specifically for the purpose of the extraordinary response;
- 2) All salaries, wages, and compensation of responding, supervising, investigating, reporting, and testifying City personnel where such services are required by an extraordinary response, the investigation of an extraordinary response incident, or any prosecution or civil action brought in connection with such an incident. This shall include, but not be limited to the actual labor costs of the City (including without limitation: employee wages including overtime, fringe benefits, and administrative overhead, whether or not the services are provided by the City or by a third party at the request of the City, including, but not limited to any mutual aid association or party to an interlocal agreement);
- 3) All salaries, wages including overtime, and compensation of responding, supervising, investigating, reporting and testifying personnel of any assisting governmental agency, including, but not limited to, any mutual aid association or party to an interlocal agreement, or consultant or contractor acting at the request or direction of the City where such services are required by an extraordinary response, the investigation of any extraordinary response situation, or any prosecution and/or civil action brought in connection with such an incident.
- 4) Costs for the use of City owned vehicles and/or equipment, but only if the use of the vehicle and/or equipment would not have been necessary but for the extraordinary response situation.
- 5) Rental or leasing of equipment used specifically for the extraordinary response (such as, but not limited to: protective equipment or clothing, scientific and technical equipment);
- 6) The actual replacement costs for equipment that is contaminated beyond reuse or repair during an extraordinary response;

- 7) Decontamination of equipment contaminated during the extraordinary response;
- 8) Special technical services specifically required for the extraordinary response (such as costs associated with the time and efforts of technical experts or specialists);
- 9) Other special services specifically required for the extraordinary response;
- 10) Laboratory costs of analyzing samples taken during the extraordinary response;
- 11) Costs of cleanup, storage, or disposal of hazardous materials;
- 12) Costs associated with the services, supplies and equipment procured for a specific evacuation;
- 13) Medical expenses incurred as a result of extraordinary response activities, including ambulance conveyance to a hospital;
- 14) Service charges and interests;
- 15) The cost of any type of chemical testing for blood alcohol content or for the presence of controlled substances and for videotaping of the driver, if applicable;
- 16) Related administrative costs, which shall be fifteen percent (15%) of the actual cost charged by the City, accruing after the occurrence of an extraordinary response;
- 17) Legal expenses that may be incurred as a result of the extraordinary response situation, including efforts to recover expenses pursuant to this Ordinance, attorneys fees, expert witness fees, litigation costs, court costs, charges, fines, or penalties to the City imposed by any court or other municipal, state or federal governmental entities;
- 18) Costs incurred in accounting for the extraordinary response expenditure, including billing and collection costs.

C. *Bomb threats* means the verbal or written threat of a bomb or other explosive device, which if discharged as threatened would violate a federal, state or local law.

D. *Emergency assistance* means extraordinary response by emergency

and/or other municipal personnel.

E. *Emergency personnel* means police protection services, fire protection services, emergency medical services, public works services, other emergency health and safety services, and any other City personnel, consultant, or contractor provided by the City or by a private entity, corporation, expert, consultant, or other assisting governmental agency operating at the request or direction of the City or the State of Michigan at the request of the City, including but not limited to any mutual aid associations or party to an interlocal agreement.

F. *Extraordinary response* means the providing, sending, and/or utilizing of emergency or municipal personnel to or at an incident of a serious and/or urgent threat to human life, public safety and welfare, or to real or personal property.

G. *Extraordinary response situations* means situations requiring extraordinary response by municipal personnel, rendered in response to:

- 1) Excessive and/or repeated requests for response to incidents which are determined by the Chief of Police or the Fire Chief to be non-hazardous or not dangerous to an individual or the public;
- 2) A dangerous or hazardous materials incident, emergency, or release;
- 3) An illegal fire;
- 4) A bomb threat;
- 5) A threat of harm to oneself or others;
- 6) A structure demolition;
- 7) Any building fire or other building matter that requires extraordinary response by emergency or municipal personnel;
- 8) Any motor vehicle accident that requires extraordinary response by emergency or municipal personnel;
- 9) Any motor vehicle fire that requires an extraordinary response by emergency municipal personnel;
- 10) Any confined space, trench rescue, or similar incident requiring extraordinary response by emergency or municipal personnel;
- 11) The providing, sending and/or utilizing emergency or municipal personnel by the City to an accident involving a motor vehicle where one or more of the drivers were operating the motor vehicle while

under the influence of an alcoholic liquor or any controlled substance or the combined influence of an alcohol liquor and any controlled substance, or the making of a traffic stop and arrest by a police officer when the driver was operating a motor vehicle while under the influence of an alcoholic liquor or a controlled substance or a combination of both;

- 12) Any investigation by emergency or municipal personnel that results in the issuance of a complaint and arrest warrant for "Filing a False Police Report" or "Hindering and Obstructing a Police Officer by Providing False Identification".
- 13) Abatement of any nuisance as included in the City Code of Ordinances or abatement of any other matter required to protect and maintain the health, safety and welfare of the City's residents;
- 14) Any other extraordinary situation whereby extraordinary response was taken by the City which is above and beyond normal or routine emergency standards.

H. *Extraordinary use of municipal personnel* means the use of emergency or municipal personnel at special events such as athletic events, religious-sponsored events, school functions, charitable events, or any private sector gatherings or events when the holders and/or sponsors of an event have not made pre-arrangements in writing with the City for use of emergency or municipal personnel. This term does not include those special events which are pre-arranged, and there is a separate agreement covering the costs of municipal personnel.

I. *Hazardous or dangerous material* means those elements, substances, wastes or by-products, including but not limited to, combustible liquid, flammable gas, explosive flammables, poisons, organic peroxides, oxidizers, pyrophorics, unstable or reactive matter, water reactive matter, petroleum products, anti-freeze, polychlorinated biphenyls and asbestos, or materials similar to those listed, which are or could be potentially harmful to the environment or human or animal life, or which pose an unreasonable or imminent risk of life, health or safety of persons or property, or to the essential balance of the environment as determined by the Fire Chief or his designee or the senior official of the City in charge at the scene. The term *hazardous materials* also includes hazardous materials defined by MCLA 286.452.

J. *Hazardous or dangerous materials incident or emergency* means any occurrence, incident, activity, accident or emergency where a release of hazardous materials has occurred, or is reasonably imminent to occur, and where the Fire Chief or his designee has declared such activity, accident or emergency a hazardous or dangerous material incident or emergency.

K. *Illegal fire* means a fire set, or determined to have been set, in violation of any federal, state or local law, and shall include, but not be limited to: an arson fire, a fire set in violation of a “No burning” ban or order, or a fire proximately caused by illegal fireworks. An illegal fire does not include an unintentional fire or a fire caused by an act of God (for example, a lightning storm).

L. *Municipal personnel* means police protection services, fire protection services, emergency medical services, public works services, other emergency health and safety services, and other City personnel, consultants, or contractors provided by the City or by a private entity, corporation, expert, consultant, or other assisting governmental agency operating at the request or direction of the City, including but not limited to a mutual aid association and any parties to an interlocal agreement.

M. *Release means* any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, leaching, dumping or dispensing of hazardous materials into the environment (including but not limited to: the air, soil, surface waters or groundwater, which causes danger or harm to the public health or environment), or the abandonment or discarding of barrels, containers, and other closed receptacles containing hazardous material.

N. *Responsible party* means any individual, firm, corporation, partnership, association, commercial entity, consortium, joint venture, governmental entity or any other legal entity responsible for an extraordinary response situation. Any owner, tenant, occupant or party, including the estate, heirs, successors and assigns of that responsible party who is in control of real or personal property from which, onto which, or related to a hazardous materials release. Responsible party will also include the individual or entity which requests an extraordinary use of municipal personnel.

O. *Operating under the influence* means the operation of a motor vehicle while under the influence of intoxicating liquor and/or controlled substance or while visibly impaired by intoxicating liquor and/or a controlled substance, or with unlawful alcohol content by weight of alcohol, regardless of whether such person is charged or convicted of any crime relating to the incident causing the extraordinary response.

- 1) It shall be presumed that a person who was less than twenty-one (21) years of age was operating a motor vehicle under the influence if chemical analysis of the driver’s blood, breathe, or urine, indicates an alcohol content of 0.02 grams or more per 100 milliliters of blood, per 210 liters of breathe, or per 67 milliliters of urine. The term “any bodily alcohol content” means the presence of any alcohol within the driver’s body which is due to consumption of intoxicating liquor other than consumption which was part of a recognized religious ceremony.

- 2) It shall be presumed that a person who was operating a commercial motor vehicle was under the influence if chemical analysis of the driver's blood, urine or breathe indicates the presence of any amount of a controlled substance or that the alcohol content in the driver's blood, breathe, or urine contained 0.04 grams or more per 100 milliliters of blood, per 210 liters of breathe, or 67 milliliters of urine.
- 3) Other than in subsections 1) and 2) of this definition, it shall be presumed that a person was operating a motor vehicle under the influence if chemical analysis of the driver's blood, breathe, or urine indicates the presence of any amount of a controlled substance or that the alcohol content in the driver's blood, breathe, or urine was in excess of 0.08 grams or more per 100 milliliters, per 210 liters of breathe, or 67 milliliters of urine.

P. *Specialized response resources* means equipment, supplies, vehicles, and specially-trained personnel that may be utilized to provide extraordinary response services or mitigation in connection with a specialized response.

Q. *Structure demolition* means the tearing down of a structure damaged by fire, explosion, or by other means which must be properly demolished in order to protect public safety, in the opinion of the Fire Chief and/or the Director of Building and Zoning, or their designees.

R. *Threat of harm to oneself or others* means the verbal or written threat of harm to oneself, to another or to another's property, which, if carried out, would be in violation of any federal, state or local law.

4. Cost Recovery Authorization and Procedure.

The City may recover all assessable costs in connection with extraordinary response situations from any or all responsible parties, jointly or separately. The City may recover all assessable costs in connection with extraordinary use of municipal personnel from the person, entity or organization necessitating the extraordinary services. For all other extraordinary response situations, the City Manager, or his/her designee, shall determine the total assessable costs and shall, in consultation with other City personnel involved in responding to an extraordinary response situation, determine whether to assess all or part of such costs against any of the responsible parties. In making such a determination, the following will be considered:

- A. The total assessable costs;
- B. The risk that the extraordinary response situation imposed on the City residents and their property;

- C. Whether there was any injury or damage to person or property;
- D. Whether the extraordinary response situation required evacuation;
- E. The extent the extraordinary response situation required an unusual or extraordinary use of municipal personnel and equipment; and
- F. Whether there was any damage to the environment.

After consideration of the above listed factors, the City Manager may allocate assessable costs among responsible parties, including allocating all or some of such costs jointly and severally against all parties, rather than one responsible party, regardless of whether a responsible party has legal liability therefore or is legally at fault. If the City Manager determines not to assess all or part of assessable costs against a responsible party, such determination shall not in any way limit or extinguish the liability of the responsible party to other parties.

5. Hazardous Materials Release.

A. Duty to Remove.

It shall be the duty of the responsible party who causes or controls leakage, spillage or any other dissemination of dangerous or hazardous substances or materials to immediately remove such hazardous substances or materials and complete a cleanup of the area of the release to insure that the hazardous substances or materials are fully removed and the area is fully restored to pre-release condition.

B. Failure to Remove.

In the event that the responsible party fails to immediately and completely comply with Section 5.A., the City, its employees, agents, contractors, or consultants, may enter the property where the release occurred and conduct a cleanup, at the cost of the responsible party.

C. Charges Imposed Upon Responsible Party.

Where there is a hazardous materials release, which requires an extraordinary response by municipal personnel, all assessable costs incurred by the City may be imposed upon the responsible party.

6. Billing and Collection of Assessable Costs and Late Payment Fees.

A. Upon a determination to assess costs incurred under this Ordinance, the City will submit an itemized invoice, by first class mail or personal service, to each responsible party. Such invoice shall be due and payable within thirty (30) days after the date of mailing, and any amounts unpaid, including any previously imposed, shall pay a late payment fee equal to one and one-half (1 ½ %) percent per month.

B. A determination not to assess costs pursuant to this Ordinance shall in no way limit, extinguish or constitute a defense to the liability of any responsible party to any third party.

C. If the responsible party appeals assessable costs pursuant to Section 7 below, such costs, if upheld in whole or in part, shall be due and payable thirty (30) days from the date of determination of the appeal and late payment fees shall apply thereafter.

7. Procedure for Appealing Assessable Costs.

A. Any responsible party who receives an invoice for assessable costs shall have the opportunity to meet with the City Manager, or his/her designee, to request modification of the assessable costs. The responsible party shall request such a meeting in writing within seven (7) calendar days of the date of the invoice assessing the costs.

B. If after the meeting with the City Manager or his/her designee, the responsible party contests the assessed charges; he or she may request an opportunity to appear before City Council to further request a modification of the assessable costs. A responsible party who desires to appear before City Council must first meet with the City Manager or his/her designee, as provided above, and shall file a written request to appear before City Council with the City Clerk within seven (7) calendar days of the meeting with the City Manager.

C. Upon receipt of a request to appear before City Council, the City Clerk will place the challenge to the assessed cost on the agenda of the next regularly-scheduled City Council meeting, as long as there are at least fourteen (14) calendar days after the date on which the responsible party files the request to appear.

D. The filed request to appear before City Council shall specifically identify and explain all reasons why the responsible party believes the assessed costs should be modified. The responsible party has the burden of proving by a preponderance of relevant facts that the determination is erroneous in whole or in part. Any reasoning, basis or argument for modification of assessable costs not set forth in the request to appear before City Council shall be deemed waived by the responsible party. Failure to timely file a written request to appear before City Council shall constitute a waiver of the responsible party's right to appear

before City Council and shall further constitute the responsible party's agreement to pay the assessable costs invoiced.

E. Once the responsible party has been given the opportunity to appear before it, City Council shall, within a reasonable time, affirm, reverse, or modify all or a portion of the payment of the assessable costs invoiced. Failure of the responsible party to appear before City Council on the appeal shall constitute a waiver of that party's objections to the assessable costs. The decision of City Council shall be final.

8. Assessable Costs Constitute a Lien Upon Property.

Any assessable costs which have been assessed but not paid when due, including any late payment fees, shall constitute a lien upon the real property of the responsible party in the City, from which, upon which or related to which an extraordinary situation occurred. Such a lien shall be of the character and effect as the lien created by state statute for General Tax Law for City real property and shall include accrued interest and penalties. The City Treasurer shall verify on March 1 of each year and certify to the City Assessor the fact that such assessable costs are delinquent and unpaid. The City Assessor shall then enter the delinquent amount on the next general ad valorem tax roll as a charge against the affected property, and the lien thereon shall be enforced in the same manner as provided and allowed by law for delinquent and unpaid real property taxes.

9. Other Remedies.

In addition to the remedy set forth in Section 8 above, the City shall be entitled to pursue any other remedy or may institute any appropriate court action or proceeding in a court of competent jurisdiction as permitted by law to collect assessable costs from a responsible party.

10. No Limitation of Liability.

The recovery of assessable costs pursuant to this Ordinance does not limit the liability of a responsible party under applicable federal, state or local law.

11. Preemption by Federal or State Statute.

Nothing in this Ordinance shall be construed to prevent a federal or state statute from preempting this Ordinance if the federal or state statute provides an absolute defense to liability of a responsible party due to the acts of a third party and that statute expressly or impliedly provides the federal or state government with the authority to regulate the a specific area of the law, or the pervasiveness of federal or state regulation or the nature of the regulation demonstrates the need for exclusive regulation by the federal or state government, including, but

not limited to NREPA, MCLA 323.101, et. seq. and CERCLA 42 USC 9601, et. seq.

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. Violation and Penalty. In addition to any other sanction set forth in this Chapter, any person, whether acting as an individual, owner, manager, employee of the owner, or whether acting as an agent or independent contractor for the owner, employee or operator, or acting as a participant or worker in any way directly or indirectly who violates any of the provisions of this Chapter is guilty of a misdemeanor and upon conviction shall be punished by imprisonment for a period not to exceed ninety (90) days and/or a fine not to exceed five hundred dollars (\$500.00), plus costs as within the discretion of the Court. Each day that a violation is permitted to exist shall constitute a separate offense.

Section 7. Effective Date

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

Section 8. Adoption

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

Louise E. Schilling, Mayor

Tonni L. Bartholomew, MMC
City Clerk

CITY OF TROY

AN ORDINANCE TO AMEND CHAPTER 93, SECTION 112, BY STRIKING SECTION 112.2 AND SECTION 112.3 FROM THE TEXT OF CHAPTER 93 OF THE CODE OF THE CITY OF TROY

The City of Troy ordains:

Section 1. Short Title.

This Ordinance amends Chapter 93, Fire Prevention, Section 112, Miscellaneous Hazards, by striking Section 112.2 and Section 112.3 from the text of Chapter 93, Section 112 of the Code of the City of Troy.

Section 2. Amendment

Chapter 93, Section 112, Section 112.2 and Section 112.3, are hereby stricken from Chapter 93, Section 112, as follows:

SECTION 112

MISCELLANEOUS HAZARDS

112.1 Hazardous Materials - Fire Department Responsibility. The Troy Fire Department shall be responsible for gathering and organizing information, identifying risks, and enforcing codes, standards, and laws relating to the production, storage and use of hazardous materials within the City of Troy and the notification to fire fighting personnel of related hazards. The method and frequency shall be determined by the fire official or his duly authorized representative.

~~**112.2 Cost Recovery - Hazardous Materials.** The fire department may recover all costs for use of equipment, personnel, and supplies associated with incidents involving hazardous materials resulting from accidents, fires, spills, leaks, or release of product. Such costs shall include but are not limited to those associated with incident abatement, mitigation, and clean up; extinguishment; and stand by including any related third party costs. Such costs shall be the responsibility of the owner, operator or agent of the building, property, equipment, vehicle, or container causing or contributing to a hazardous condition, fire, or dangerous situation.~~

~~**112.3 Cost Recovery - Fires.** The fire department may recover all costs for use of equipment, personnel, and supplies associated with fire extinguishment when it is determined that such fire extinguishment was necessitated by a person's intentional disregard for the safety of persons or property, violation of law, or recklessness.~~

112.4 Hazardous Conditions. If upon the expiration of the time mentioned in a notice of violation, hazardous conditions, including but not limited to, obstructions or encroachments inhibiting access to or egress from a space or building, are not removed, the code official shall proceed to remove or have removed the same. The expense incurred shall be a debt to the City from the responsible person and shall be collected as any other debt to the City.

112.5 False Alarms. It shall be unlawful for any person to summon, in any way, the fire department unless a valid reason for their response is present. (See also the Troy City Code False Fire Alarm Ordinance.)

112.6 Nonstandard Equipment. Equipment and devices which are not in compliance with recognized standards for design and construction may be approved upon presentation of satisfactory evidence that they are designed and constructed for safe operation.

Section 3. Repeal.

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

Section 4. Savings.

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

Section 5. Severability Clause.

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

Section 6. Effective Date.

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

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

Louise E. Schilling, Mayor

Tonni L. Bartholomew, MMC

City Clerk



CITY COUNCIL ACTION REPORT

December 15, 2009

TO: John Szerlag, City Manager

FROM: Gary Mayer, Chief of Police
Captain Gerard Scherlinck, Services Division
Lieutenant Michael Lyczkowski
Sergeant Russel Harden
Officer James Feld

SUBJECT: Application for New SDM Liquor License with Gas Pumps by M & M Troy, Inc.

Background:

- M & M Troy, Inc. requests a new SDM License with Gas Pumps to be located at 1634 John R Road, Troy, MI 48083, Oakland County {MLCC Request #438202}.
- On September 14, 2009, Majid Kesto, Owner and representative for the applicants, answered questions for the Liquor Advisory Committee.
- Mr. Kesto explained to the Committee that the purpose of this request is to allow the M & M Troy Gasoline Station to sell beer and wine at their store.
- Officer Feld explained to the Committee that M & M Troy, Inc. has not passed the Fire Department and Building Department Inspections.
- Assistant City Attorney Susan Lancaster explained to the Committee that the applicant has failed to submit documentation to show the \$250,000 worth of required stock inventory per City of Troy Ordinance.
- The Liquor Advisory Committee unanimously **denied** M & M Troy, Inc.'s request for a New SDM Liquor License.
- On October 22, 2009, Officer Feld was informed by the Building and Fire Departments that M & M Troy, Inc passed the remaining inspections and was now in compliance of the required \$250,000 in stock inventory per City of Troy Ordinance.
- On December 14, 2009 Majid Kesto, Owner and representative for the applicants, returned to the Liquor Advisory Committee to inform them that he now was in compliance with the required \$250,000 in stock inventory per City of Troy Ordinance and has passed the Fire and Building Department Inspections.
- The Liquor Advisory Committee **approved** M & M Troy, Inc.'s request for a New SDM Liquor License.

Legal Considerations:

- The request complies with all applicable Troy City Ordinances and Michigan Liquor Control Commission Rules.
- The Police Department did not find any disqualifying factors for this request.

Policy Considerations:

- This action supports Council's Outcomes Statement III: "Troy is rebuilding for a healthy economy reflecting the values of a unique community in a changing and interconnected world."

JF/John R/Maple Gas Station

AGREEMENT REGARDING LIQUOR LICENSE REQUEST

Re: Applicant: M & M Troy Inc.
Address: 1634 John R
City/State/Zip: Troy, MI 48083

Date: 10/23/09
Type of License/s: SDM
MLCC Request ID: 438202

This Agreement, made by and between the CITY OF TROY, MICHIGAN, a municipal corporation, with offices located at 500 W. Big Beaver Road, Troy, Michigan, 48084, hereinafter known as THE CITY, and the Applicant as indicated above, hereinafter known as APPLICANT.

1. The City Council of the City of Troy, for and in consideration of the following covenants and conditions, agrees to recommend to the Michigan Liquor Control Commission Approval of the requested Liquor License to be located as indicated above in Troy Michigan.
2. In consideration of the City of Troy's recommendation for approval of the request, the applicant hereby agrees that:
 - (a) It has read and is aware of the provisions of City of Troy Ordinances, Chapter No. 67, Chapter No. 68, Chapter No. 98 and Chapter No. 101, and agrees that it shall be deemed to have knowledge of any subsequent amendments to said Chapters which may become effective during the term of this agreement.
 - (b) It agrees to observe and comply with all laws, statutes, ordinances, rules, regulations or resolutions of the United States government, State of Michigan, and the City of Troy, or any department or agency of the governmental entities, as well as the rules and regulations of the Michigan Liquor Control Commission as they pertain to the operation of a liquor licensed business in the City of Troy.
 - (c) It agrees to immediately require all employees who serve/sell alcohol to attend a recognized alcohol awareness program, and forward the names of each certified employee to the Troy Police Department. The alcohol awareness program must either be recognized by the Troy Police Department (i.e. TIPS, TAMS), or the program must be reviewed by the Troy Police Department to insure that the program is comparable to the recognized programs.
3. Applicant agrees that the recommendation for Approval agreed upon by the City Council is not a property right and is approved upon the express and continuing condition that no violation as set forth in paragraph 2 of this agreement shall occur.
4. Applicant agrees that the recommendation for Approval agreed upon by the City Council is approved upon the express and continuing condition that the physical characteristics (including but not limited to the inside layout, building design and engineering, seating capacity, parking space allocations, fire exits, and other physical attributes); and also the nature and type of business intended to be conducted remain virtually the same.
5. Applicant agrees that upon such violation, after full investigation and an opportunity for said applicant to be heard, upon a finding by the City Council that a violation as set forth in paragraph 2 of this agreement has occurred, the City Council shall have just cause for revocation of said recommendation for approval.

LICENSEE AUTHORIZED REPRESENTATIVE

Witnesses: Evelyn VWA
29020 ORVILLE DR

By: [Signature]

Subscribed and sworn to before me this 24 day of OCT 2009
Notary Public, MACOMB County, MI
Acting in the County of MACOMB
My commission expires: 11-06-2013

BARBARA MATYSZEWSKI
Notary Public, Macomb County, MI
Acting in MACOMB County
My Commission Expires November 6, 2013

CITY OF TROY

Witnesses: _____

By: _____
Louise Schilling, Mayor
By: _____
Tonni Bartholomew, City Clerk

Subscribed and sworn to before me this _____ day of _____ 200 _____
Notary Public, _____ County, MI
Acting in the County of Oakland
My commission expires: _____



Michigan Department of Labor & Economic Growth
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)

7150 Harris Drive, P.O. Box 30005
Lansing, Michigan 48909-7505

POLICE INVESTIGATION REPORT

[Authorized by MCL 436.1217 and R 436.1105; MAC]

FOR MLCC USE ONLY

Request ID # 438202

Business ID # 205874

Please conduct your investigation as soon as possible, complete all four sections of this report and return the completed report and fingerprint cards to the MLCC

LICENSEE/APPLICANT NAME, BUSINESS ADDRESS AND LICENSING REQUEST:

M & M TROY INC. 1634 JOHN R, TROY, MI 48083, OAKLAND COUNTY
REQUEST: NEW SDM LICENSE

Section 1. APPLICANT INFORMATION

APPLICANT #1: MAWLOOD JARJES
37531 CARPATHIA BLVD, STERLING HEIGHTS, MI 48310 (586) 795-0551-H (248) 743-9000-W
APPLICANT #2: MAJID KESTO
1380 VALLEY CREST COURT, MILFORD, MI 48381 (248) 714-5132-H (517) 712-0061-W

DATE FINGERPRINTED: DATE FINGERPRINTED: NO FINGERPRINTS REQUIRED

DATE OF BIRTH: Is the applicant a U.S. Citizen: [] Yes [] No*
DATE OF BIRTH: Is the applicant a U.S. Citizen: [] Yes [] No*

Does the applicant have permanent Resident Alien status? [] Yes [] No
*Does the applicant have a Visa? Enter status:

Does the applicant have permanent Resident Alien status? [] Yes [] No
*Does the applicant have a Visa? Enter status:

Attach the fingerprint card and \$30.00 for each card and mail to the Michigan Liquor Control Commission

ARREST RECORD: [] Felony [] Misdemeanor
Enter record of all arrests & convictions (attach a signed and dated report if more space is needed)

Section 2. INVESTIGATION OF BUSINESS AND ADDRESS TO BE LICENSED

Does applicant intend to have dancing, entertainment, topless activity, or extended hours permit?
[] No [] Yes, complete LC-1636

Are gas pumps on the premises or directly adjacent? [] No [] Yes, explain relationship:

Section 3. LOCAL AND STATE CODES AND ORDINANCES, AND GENERAL RECOMMENDATIONS

Will the applicant's proposed location meet all appropriate state and local building, plumbing, zoning, fire, sanitation and health laws and ordinances, if this license is granted? [] Yes [] No

If you are recommending approval subject to certain conditions, list the conditions: (attach a signed and dated report if more space is needed)

Section 4. RECOMMENDATION

From your investigation:

- 1. Is this applicant qualified to conduct this business if licensed? [] Yes [] No
2. Is the proposed location satisfactory for this business? [] Yes [] No
3. Should the Commission grant this request? [] Yes [] No
4. If any of the above 3 questions were answered no, state your reasons: (Attach a signed and dated report if more space is needed)

Signature (Sheriff or Chief of Police)

Date

TROY POLICE DEPARTMENT

Yes: 6
No: 0
Absent: Ehlert

Agenda Items

1. **M&M Troy, Inc.** requests new SDM license to be located at 1634 John R, Troy, MI 48083, Oakland County. {MLCC Req #438202} *Attorney for M&M Troy, Inc. was contacted and faxed copy of Lt. Riesterer of the City of Troy Fire Department's letter dated 1/15/09 requesting a registered design professional's documentation as to if the stock merchandise is feasible. Also noted that four plumbing inspection violations were noted and needed to be corrected.*

Present to answer questions from the Committee was business owner Majid Kesto.

Officer Feld informed the Committee that a professional design was submitted by the applicant, but it was not approved by the Fire Department or the Building Department.

Assistant City Attorney Lancaster informed the Committee that the applicant has not submitted documentation to show a \$250,000 stock inventory. The Ordinance states that the \$250,000 inventory must be in place prior to a SDM license being awarded. Ms. Lancaster also stated it was her understanding that the applicant wanted the Committee to vote on the issue at this meeting.

When asked by Committee Member Hall if it was his desire to have the Committee vote on this item tonight, the applicant responded yes.

Resolution #LC2009-09-013

Moved by Hall

Seconded by Ogg

RESOLVED, That the Liquor Advisory Committee recommends that the request of M&M Troy, Inc. for a new SDM license to be located at 1634 John R, Troy, MI 48083, Oakland County be **DENIED**.

Yes: 6
No: 0
Absent: Ehlert

Yes: 6
No: 0
Absent: Kaltsounis

Agenda Items

1. **M&M Troy, Inc.**; requests new SDM license to be located at 1634 John R, Troy, MI 48083, Oakland County. {MLCC Req #438202} *This applicant was originally denied by the Liquor Advisory Committee because the business did not have the minimum \$250,000 in approved stock inventory. The business is now in compliance with the City Ordinance and wishes to return to seek approval*

Present to answer questions from the Committee was Majid Kesto.

Mr. Kesto stated that he is now in compliance with the City Ordinance in that he has \$250,000 of approved stock inventory. All inspections by the Building and Fire Departments have been approved.

Officer Feld confirmed that all inspections have been approved.

Resolution #LC2009-12-025

Moved by Hall

Seconded by Ehlert

RESOLVED, That the Liquor Advisory Committee recommends that the request of M&M Troy, Inc. for a new SDM licensed to be located at 1634 John R, Troy, MI 48083, Oakland County, be **APPROVED**.

Yes: 5
No: Ukrainec
Absent: Kaltsounis

2. **Kher Enterprises, Inc.** requests transfer ownership of 2009 SDD & SDM from Troy Cheese and Wine Market, Inc. located at 2558 – 2560 East Maple Road, Troy, MI 48083 {MLCC Req. #522806}. *This is a new owner purchasing the business.*

Present to answer questions from the Committee were Labhu and Hansaben Kher.

Mayor Pro Tem Fleming gave the Invocation. The Pledge of Allegiance to the Flag was given.

A. CALL TO ORDER:

A Regular Meeting of the Troy City Council was held Monday, December 7, 2009, at City Hall, 500 W. Big Beaver Road. Mayor Schilling called the Meeting to order at 7:32 PM.

B. ROLL CALL:

Mayor Louise E. Schilling
 Robin Beltramini
 Wade Fleming
 Martin Howrylak
 Mary Kerwin
 Maureen McGinnis
 Dane Slater

C. CERTIFICATES OF RECOGNITION:

C-1 Presentations:

- a) A presentation was provided by Museum Manager, Loraine Campbell and Fred Barnard on the book, *Fire Calls and Station Stories: An Illustrated History of Troy's Volunteer Fire Department*.
- b) A presentation was given by John M. Lamerato, Assistant City Manager/Finance & Administration recognizing members of the Finance Department and members of the City Manager's office in recognition of receiving Awards for 2008 Financial Documents as awarded by the Government Finance Officers Association (GFOA).
- c) A presentation of the Independent Auditor's Report for the Fiscal Year Ended June 30, 2009 was given by Gerald J. Deslover of the Rehmann Robson Group.
- d) A presentation of an Audit Recap was given by John M. Lamerato, Assistant City Manager/Finance & Administration.

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:

E-1 No Public Hearings

F. PUBLIC COMMENT: In accordance with the Rules of Procedure of the City Council, Article 16 – Members of the Public and Visitors, received from:

Janice Daniels: **H-7:** Does not support the proposed informational brochure because she believes it is biased. Does not support a tax increase. Suggested that a panel of five residents be formed to review the budget document with City Administration. She volunteered to sit as a member.

- James Berar:** **Misc. Comments:** Suggested at the last meeting that the times for the rebroadcasting of the City Council meetings should be publicized on the cable.
H-7: Agreed with comments made by previous speaker. He is voting no for the 1.9 mill increase.
- Marvin Reinhardt:** **Misc. Comments:** Discussed multiple topics.
H-4: Glad they are only going to lose \$7,500.00 and that they are going to withdraw if they can quit fighting about that.
I-6 & 7: This is about those kids that they tried to give a blood type of test and more money the City is going to lose in a lawsuit. Please raise the taxes in Troy because they'll need it to pay-off these lawsuits.
H-8: Troy wants to be part of Macomb County because Troy can use Macomb services and take money from Oakland County given to Troy by Patterson and drain water near the industrial area at 14 and Dequindre using county funds and that money goes to the Warren schools.
- Gerard Staeger:** **H-7:** Does not support the informational brochure as presented. Does not believe tax dollars should be spent on the brochure. Believes it is clearly biased and inaccurate.
- James Savage:** **Transit Center:** Mass transit is a method of moving people, not as an excuse for building white elephants. In February, it will be difficult to convince residents to pay more taxes and city workers to take cuts while millions is being wasted on projects such as the transit center and the Big Beaver/Rochester intersection.
- David Ashland:** **H-7:** Favors a tax increase and believes that the informational brochure has factual and accurate statements.
- Audre Zembrzuski:** **C-1 b, c, d:** Thought the finance presentation was good.
H-7: Interested in knowing how the proposed millage is going to be presented because there are a lot of new student voters who just became registered voters and they are receiving a lot of misinformation at school.
- Donald Schenk:** **H-7:** Discussion for H-7 is about the approval of an informational brochure; discussion is not about raising taxes. Raising taxes is up to the voters. This discussion is about informing voters. Believes the content of the brochure is 100% consistent with what the City Manager has been presenting to City Council for some time. It is based on facts and data which must be the hallmark of all discussions of this issue.

The meeting **RECESSED** at 8:54 PM.

The meeting **RECONVENED** at 9:05 PM.

- Jack Witt:** **H-7:** Michigan Law prohibits the use of taxpayer dollars by a municipality or public entity to persuade voters on a matter on which they are voting. The brochure is not only illegal; it is also misleading and dishonest. The 29%, \$40M tax increase is outrageous and unnecessary. Communications to the voters

supported by taxpayer money cannot be biased either way; it has to be strictly factual.

John Marion:

H-9a: Supports of the installation of all-way stop signs at the intersection of Larchwood and Austin.

G. POSTPONED ITEMS:

G-1 No Postponed Items

H. REGULAR BUSINESS:

H-1 Appointments to Boards and Committees:

a) Mayoral Appointments: Local Development Finance Authority (LDFA)

Resolution #2009-12-353

Moved by Schilling

Seconded by Kerwin

RESOLVED, That the Mayor of the City of Troy hereby **APPOINTS** the following persons to serve on the Boards and Committees as indicated:

Local Development Finance Authority (LDFA)

Appointed by Mayor, Council Approval - Council Alternates (2) - Term expires with term of office

Dane Slater City Council Alternate Term Expires 11/11/2013

Maureen McGinnis City Council Alternate Term Expires 11/11/2013

Yes: Schilling, Beltramini, Fleming, Kerwin, McGinnis, Slater

No: Howrylak

MOTION CARRIED

b) City Council Appointments: Employee Retirement System Board of Trustees / Retiree Health Care Benefits Plan and Trust; Parks and Recreation Board; and Troy Daze Committee

Resolution #2009-12-354

Moved by Slater

Seconded by Kerwin

RESOLVED, That Troy City Council hereby **APPOINTS** the following persons to serve on the Boards and Committees as read and printed on the agenda:

Employee Retirement System Board of Trustees/Retiree Health Care Benefits Plan and Trust

Appointed by Council - City Council Representative

Mary Kerwin City Council Representative

Unexpired Term 04/15/2012

Parks and Recreation Board

Appointed by Council (7-Regular) 3-Year Terms

Jeffrey Stewart Troy Daze Representative

Term Expires 11/30/2010

Troy Daze Committee

Appointed by Council (9-Regular) 3-Year Terms

Robert A. Berk

Term Expires 11/30/2012

Michael S. Gonda

Term Expires 11/30/2012

Sandra Macknis

Term Expires 11/30/2012

Yes: Beltramini, Fleming, Howrylak, Kerwin, McGinnis, Slater, Schilling

No: None

MOTION CARRIED

H-2 Nominations for Appointments to Boards and Committees:

a) **Mayoral Nominations: Planning Commission**

Resolution #2009-12-355

Moved by Schilling

Seconded by Fleming

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

Planning Commission

Appointed by Mayor, Council Approval (9-Regular) 3-Year Terms

Michael W. Hutson

Term Expires 11/11/2013

Philip Sanzica

Term Expires 11/11/2013

John J. Tagle

Term Expires 11/11/2013

Yes: Fleming, Howrylak, Kerwin, McGinnis, Slater, Schilling, Beltramini

No: None

MOTION CARRIED

b) City Council Nominations: Building Code Board of Appeals

Resolution #2009-12-356
Moved by Howrylak
Seconded by Beltramini

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:

Building Code Board of Appeals

Appointed by Council (5-Regular) 5-Year Term for 3 Residents: with background, training or experience in construction or similar trades; at least one shall be a professional structural or civil engineer of architectural engineering experience.*

2 by Ordinance: City Manager and Oakland County Health Department Representative

John Szerlag-City Manager

ORDINANCE – Chapter 79 Section 116.2

Michael Pylar-Oakland County Health Dept. Rep.

ORDINANCE – Chapter 79 Section 116.2

Yes: Howrylak, Kerwin, McGinnis, Slater, Schilling, Beltramini, Fleming
No: None

MOTION CARRIED

c) City Council Nominations: Southeastern Michigan Government of Councils (SEMCOG)

Resolution #2009-12-357
Moved by Howrylak
Seconded by Fleming

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:

Southeastern Michigan Council of Governments (SEMCOG)

Appointed by Council (1-Delegate and 1-Alternate) Appointment Every Odd Year Election

Council Member Robin Beltramini-Delegate

Term Expires 11/08/2011

Mark Miller-Alternate

Term Expires 11/08/2011

Yes: Kerwin, McGinnis, Slater, Schilling, Beltramini, Fleming, Howrylak
No: None

MOTION CARRIED

H-3 City of Troy v. Century Plaza (Rochester Road Improvement Project)

Resolution #2009-12-358

Moved by Beltramini

Seconded by McGinnis

RESOLVED, That Troy City Council hereby **APPROVES** the proposed Consent Judgment in the City of Troy v. Century Plaza condemnation case, and hereby **AUTHORIZES** payment in the amounts stated therein, and further **AUTHORIZES** the City Attorney’s Office to execute the document, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: McGinnis, Slater, Schilling, Beltramini, Fleming, Howrylak, Kerwin

No: None

MOTION CARRIED

H-4 City of Troy v. JMT Properties, LLC (Rochester Road Improvement Project)

Resolution #2009-12-359

Moved by Beltramini

Seconded by Fleming

RESOLVED, That Troy City Council hereby **APPROVES** the proposed Consent Judgment in the City of Troy v. JMT Properties, LLC, et al condemnation case, and hereby **AUTHORIZES** payment in the amounts stated therein, and further **AUTHORIZES** the City Attorney’s Office to execute the document, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: Slater, Schilling, Beltramini, Fleming, Kerwin, McGinnis

No: Howrylak

MOTION CARRIED

H-5 Amendment to Barnard Agreement

Resolution #2009-12-360

Moved by Kerwin

Seconded by Howrylak

RESOLVED, That Troy City Council hereby **APPROVES** the Amendment to Agreement by and between Harriet Barnard and the City of Troy for the Donation of a Historical House, and hereby **AUTHORIZES** the Mayor and City Clerk to execute the document, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: Schilling, Beltramini, Fleming, Howrylak, Kerwin, McGinnis, Slater

No: None

MOTION CARRIED

H-6 Troy City Code Ordinance Amendment – Chapter 13 – Historic Preservation

Resolution #2009-12-361

Moved by Beltramini

Seconded by Fleming

RESOLVED, That Troy City Council hereby **ADOPTS** an ordinance amendment to Chapter 13 Section 3, Historic Preservation, by removing the historic district designation of the property located at 5875 Livernois Road, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: Beltramini, Fleming, Kerwin, McGinnis, Slater, Schilling

No: Howrylak

MOTION CARRIED

H-7 February 23, 2010 Special Election Millage Question Brochure

Resolution

Moved by Slater

Seconded by Kerwin

RESOLVED, That Troy City Council hereby **APPROVES** the February 23, 2010 Special Election Informational Proposed Millage Question Brochure **SUBJECT** to the **INCLUSION** of the revisions presented in the redlined version placed on the table and a correction made in the fifth question under FREQUENTLY ASKED QUESTIONS changing “996” to “956”, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **DIRECTS** City Administration to mail the February 23, 2010 Special Election Informational Proposed Millage Question Brochure to all Troy Registered Voter households and place the brochure on the City of Troy Web Page.

Vote on Resolution to Amend H-7 February 23, 2010 Special Election Millage Question Brochure

Resolution #2009-12-362

Moved by Schilling

Seconded by Kerwin

RESOLVED, That Troy City Council hereby **AMENDS** proposed resolution H-7 February 23, 2010 Special Election Millage Question Brochure by **INSERTING** a statement under the fourth question which addresses any employee concessions that may occur prior to the printing of the brochure.

Yes: Fleming, Howrylak, Kerwin, McGinnis, Slater, Schilling, Beltramini

No: None

MOTION CARRIED

Vote on Resolution to Amend H-7 February 23, 2010 Special Election Millage Question Brochure

Resolution #2009-12-363

Moved by Howrylak

Seconded by Beltramini

RESOLVED, That Troy City Council hereby **AMENDS** proposed resolution H-7 February 23, 2010 Special Election Millage Question Brochure by **INSERTING** “full-time” **BEFORE** “staff” and by **ADJUSTING** the percentage to reflect the most current amount possible prior to printing in the fourth question, first bullet point.

Yes: Howrylak, Kerwin, McGinnis, Slater, Schilling, Beltramini, Fleming,

No: None

MOTION CARRIED**Vote on Resolution to Approve H-7 February 23, 2010 Special Election Millage Question Brochure as Amended**

Resolution #2009-12-364

Moved by Slater

Seconded by Kerwin

RESOLVED, That Troy City Council hereby **APPROVES** the February 23, 2010 Special Election Informational Proposed Millage Question Brochure **SUBJECT** to the **INCLUSION** of the revisions presented in the redlined version placed on the table and a correction made in the fifth question under FREQUENTLY ASKED QUESTIONS changing “996” to “956”; and by **INSERTING** a statement under the fourth question which addresses any employee concessions that may occur prior to the printing of the brochure; and by **INSERTING** “full-time” **BEFORE** “staff” and by **ADJUSTING** the percentage to reflect the most current amount possible prior to printing in the fourth question, first bullet point, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **DIRECTS** City Administration to mail the February 23, 2010 Special Election Informational Proposed Millage Question Brochure to all Troy Registered Voter households and place the brochure on the City of Troy Web Page.

Yes: Kerwin, McGinnis, Slater, Schilling,

No: Beltramini, Fleming, Howrylak

MOTION CARRIED

H-8 Interlocal Agreement with City of Sterling Heights for Use of Gun Range

Resolution #2009-12-365

Moved by Slater

Seconded by Beltramini

RESOLVED, That Troy City Council hereby **APPROVES** the Interlocal Service Agreement for the City of Sterling Heights Police Department to utilize the City of Troy’s gun range, and hereby **AUTHORIZES** the Mayor and City Clerk to execute the agreement, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: McGinnis, Slater, Schilling, Beltramini, Howrylak, Fleming, Kerwin

No: None

MOTION CARRIED

H-9 Traffic Committee Recommendations – November 18, 2009

a) Installation of ALL-WAY STOP Signs at the Intersection of Larchwood and Austin

Resolution #2009-12-366a

Moved by Howrylak

Seconded by Beltramini

RESOLVED, That Troy City Council hereby **AUTHORIZES** Traffic Control Order No. [09-06-SS](#) be issued for the installation of ALL-WAY STOP Signs at the intersection of Larchwood and Austin.

Yes: Slater, Schilling, Beltramini, Howrylak, Fleming, McGinnis, Kerwin

No: None

MOTION CARRIED

b) Establishment of Additional NO STOPPING, STANDING, PARKING Zone on the West Side of Anvil from Forge to the Driveway at 3668 Forge

Resolution #2009-12-366b

Moved by Howrylak

Seconded by Beltramini

RESOLVED, That Troy City Council hereby **AUTHORIZES** Traffic Control Order No. [09-03-P](#) be issued for the establishment of additional NO STOPPING, STANDING, PARKING zone on the west side of Anvil from Forge to the driveway at 3668 Forge during the hours of 7:45 AM to 8:45 AM and 2:45 PM to 3:45 PM, school days only.

Yes: Slater, Schilling, Beltramini, Howrylak, Fleming, McGinnis, Kerwin

No: None

MOTION CARRIED

H-10 Section 36 Park Naming

Resolution #2009-12-367

Moved by Kerwin

Seconded by McGinnis

BE IT RESOLVED, That Troy City Council hereby **DIRECTS** staff to display proposed park names for the park in Section 36 along with background information at the Community Center for not less than 60 days; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **DIRECTS** staff to forward all comments to the Parks and Recreation Advisory Board; and

BE IT FINALLY RESOLVED, That Troy City Council **DIRECTS** the Parks and Recreation Advisory Board to hold a public hearing prior to making a recommendation to the City Council.

Yes: Schilling, Beltramini, Fleming, Howrylak, Kerwin, McGinnis, Slater

No: None

MOTION CARRIED

I. CONSENT AGENDA:

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

Resolution #2009-12-368

Moved by Howrylak

Seconded by Fleming

RESOLVED, That all items as presented on the Consent Agenda are hereby **APPROVED** as presented with the exception of Item I-4b, which **SHALL BE CONSIDERED** after Consent Agenda (I) items, as printed.

Yes: Beltramini, Fleming, Howrylak, Kerwin, McGinnis, Slater, Schilling

No: None

MOTION CARRIED

I-2 Approval of City Council Minutes

Resolution #2009-12-368-I-2

RESOLVED, That Troy City Council hereby **APPROVES** the Minutes of the 7:30 PM Regular City Council Meeting of November 23, 2009 as submitted.

I-3 Proposed City of Troy Proclamations: None Submitted

I-4 Standard Purchasing Resolutions:

a) Standard Purchasing Resolution 1: Award to Low Bidders – Home Chore Lawn and Yard Services

Resolution #2009-12-368-I-4a

RESOLVED, That Troy City Council hereby **AWARDS** contracts to provide seasonal requirements of lawn and yard services for the Home Chore Program with an option to renew for one (1) additional year to the low total bidders, Green Meadows Lawnscape of Sterling Heights, MI, as primary contractor and Zimmerman Lawn and Snow of Roseville, MI, as secondary contractor at unit prices contained in the bid tabulation opened October 15, 2009, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with a contract expiration of December 31, 2010; and

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

I-5 Approval of Request from Grand Azteca V, Inc. to Transfer Ownership of 2009 Class C Licensed Business Located in Escrow at 4856 N. Adams, Rochester, MI 48306, from Red Lotus, LLC and Transfer Location (Governmental Unit) MCL 436L.1531(1) to 935 E. Long Lake and Request New Official Permit (Food) and SDM License – MLCC Request #524757

a) New License

Resolution #2009-12-368-I-5a

RESOLVED, That Troy City Council hereby **CONSIDERS** for **APPROVAL** the request from Grand Azteca V, Inc. to transfer ownership of 2009 Class C licensed business located in escrow at 4856 N. Adams, Rochester, MI 48306, Oakland Township, Oakland County, Red Lotus, LLC and transfer location (Governmental Unit) MCL 436L.1531 (1) to 935 E. Long Lake, Troy, MI 48085 Oakland County and request new Official Permit (Food) and SDM License. {MLCC Req. #524757} “above all others”; and

BE IT FURTHER RESOLVED, That it is the consensus of this legislative body that the application **BE RECOMMENDED** “above all others” for issuance.

b) Agreement

Resolution #2009-12-368-I-5b

WHEREAS, The Troy City Council deems it necessary to enter agreements with applicants for liquor licenses for the purpose of providing civil remedies to the City of Troy in the event licensees fail to adhere to Troy Codes and Ordinances;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** an agreement with Grand Azteca V, Inc. to transfer ownership of 2009 Class C licensed business located in escrow at 4856 N. Adams, Rochester, MI 48306, Oakland Township, Oakland County, Red Lotus, LLC and transfer location (Governmental Unit) MCL 436L.1531 (1) to 935 E. Long Lake, Troy, MI 48085 Oakland County and request new Official Permit (Food) and SDM License and hereby **AUTHORIZES** the Mayor and City Clerk to execute the document, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

I-6 Sean Steven Seyler v. City of Troy

Resolution #2009-12-368-I-6

RESOLVED, That Troy City Council hereby **AUTHORIZES** and **DIRECTS** the City Attorney to represent the City of Troy in any and all claims and damages in the matter of *Sean Steven Seyler v. City of Troy and the Troy Police Department* (Oakland County Circuit Court Case No. 09-105328-CZ); and

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the City Attorney to pay necessary costs and expenses and to retain any necessary expert witnesses to adequately represent the City.

I-7 Raquel Chidiac v. City of Troy et. al.

Resolution #2009-12-368-I-7

RESOLVED, That Troy City Council hereby **AUTHORIZES** and **DIRECTS** the City Attorney to represent the City of Troy and Troy Police Officer Edwin Julian in any and all claims and damages in the matter of *Raquel Chidiac v. Edwin Julian and City of Troy*; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the City Attorney to pay necessary costs and expenses and to retain any necessary expert witnesses to adequately represent the City.

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

I-4 Standard Purchasing Resolutions:**b) Standard Purchasing Resolution 4: Troy School District – Bus Transportation Services**

Resolution #2009-12-369

Moved by Slater

Seconded by Beltramini

WHEREAS, The City has utilized the services of the Troy School District buses for the Downhill Ski Program for the last twenty (20) years;

WHEREAS, In response to budget cuts, the Troy School District has outsourced their pupil transportation services;

WHEREAS, The Troy School District conducted a request for proposal (RFP) process and awarded a contract to First Student Inc. of Cincinnati, Ohio, the vendor providing the best value proposal; and

WHEREAS, It has been determined that First Student meets the Parks and Recreation Department's requirements for cancellation notice, availability of buses on both Friday and Saturday, and bus capacity at the lowest rates;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **AWARDS** a contract as needed, to provide bus transportation services for the Downhill Ski Program to First Student Inc. of Cincinnati, OH, through the Troy School District for an estimated annual cost of \$25,000.00 and **SUBJECT** to the scheduling a review of the contract in 2012; and

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

Yes: Fleming, Howrylak, Kerwin, McGinnis, Slater, Schilling, Beltramini

No: None

MOTION CARRIED

J. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

J-1 Announcement of Public Hearings

- a) Zoning Ordinance Text Amendment (File Number ZOTA 241) – Establishment of Zoning Administrator – December 21, 2009

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

- a) Cost Recovery Ordinance – Chapter 102

K. COUNCIL REFERRALS: Items Advanced to the City Manager by Individual City Council Members for Placement on the Agenda

K-1 No Council Referrals Advanced

COUNCIL COMMENTS

L-1 Council Comments Advanced:

Council Member Kerwin discussed the success of *Hanging the of the Greens* event and recognized the volunteer members of the Troy Garden Club, Troy Historical Society, Athens Singers, Project Lead and National Honor Society students.

Mayor Schilling reported that the book, *Fire Calls and Station Stories: An Illustrated History of Troy's Volunteer Fire Department* is available for purchase at the Troy Museum and Community Affairs Department for \$28.00 and for \$30.00 if signed.

Council Member Beltramini reported on a SEMCOG presentation given by the Detroit Census Bureau in regard to the importance of the 2010 Census. Council Member Beltramini requested that a copy of her written comments be attached to the original Minutes of this meeting.

Council Member Beltramini commented on holidays, safe driving and alcohol related accidents.

Council Member Beltramini stated a brochure is available on SEMCOG's website that discusses how a huge portion of America's commerce is transported across the border in southeast Michigan.

Mayor Schilling commented on recent fatal car crashes in the City of Troy and noted that they were not alcohol related. She asked that drivers be cautious when driving through intersections, especially in bad weather.

L. REPORTS

M-1 Minutes – Boards and Committees:

- a) Youth Council/Final – September 23, 2009
- b) Historic District Study Committee/Final – October 6, 2009
- c) Library Advisory Board/Final – October 15, 2009
- d) Building Code Board of Appeals/Final – November 4, 2009
- e) Planning Commission/Draft – November 10, 2009
- f) Planning Commission/Final – November 10, 2009
- g) Board of Zoning Appeals/Draft – November 17, 2009
- h) Youth Council/Draft – November 18, 2009

Noted and Filed

M-2 Department Reports:

- a) Building Department – Permits Issued November 2009

Noted and Filed

M-3 Letters of Appreciation:

- a) Letter of Thanks to Fire Chief Nelson from Clawson Fire Chief Ballard Regarding Clawson Station Coverage

- b) Letter of Thanks to Library Director Cathy Russ from Larry Neal, Michigan Library Association President, in Appreciation of Leadership Role as MLA's 118th Annual Conference Chair

Noted and Filed

M-4 Proposed Proclamations/Resolutions from Other Organizations:

- a) City of Birmingham Resolution in Support of Area-Wide Public Transportation

Noted and Filed

M-5 Communication from Museum Manager Loraine Campbell Regarding Preliminary Report to De-List Historic Resource at 4800 Beach – Sidwell #88-20-18-203-011

Noted and Filed

M-6 Troy Youth Assistance Board Meeting Minutes – October 15, 2009

Noted and Filed

M-7 Lloyd A. Stage Nature Center Receives Michigan Department of Natural Resources Community Forestry Grant

Noted and Filed

M-8 Submittal of the 2009 Comprehensive Annual Financial Report (CAFR)
Noted and Filed

M. STUDY ITEMS

N-1 No Study Items Submitted

N. CLOSED SESSION:

O-1 No Closed Session Requested

O. ADJOURNMENT

The meeting **ADJOURNED** at 11:02 PM.

Louise E. Schilling, Mayor

Tonni L. Bartholomew, MMC
City Clerk

**WELCOME HOME PROCLAMATION
CORPORAL ERIC NAKALSKY**

WHEREAS, Whenever called upon to defend our nation's security at home or abroad, the men and women who serve in the United States Armed Forces respond immediately, placing this Nation's interests above their own. **Corporal Eric Nakalsky** is one such hero; and

WHEREAS, The contributions and sacrifices made by our military personnel are vital to maintaining America's blessings of freedom and liberty; and

WHEREAS, The families of those serving in our nation's military make meaningful sacrifices and provide the support, love and dedication essential to their well-being and service, such as **Eric's** parents Lorraine and Bill; and

WHEREAS, **Corporal Eric Nakalsky** joins the great heritage of the brave warriors serving for freedom around the world, in such places as Yorktown and Lexington, Gettysburg and Appomattox, Normandy and the Argonne, Iwo Jima and Okinawa, Seoul and the Chosin Reservoir, Saigon and Keh Sanh, and now in places like Fallujah, Kabul and Baghdad; and

NOW THEREFORE BE IT RESOLVED, That the City Council of the City of Troy does hereby proclaim **December 21, 2009** as an official date in the City of Troy to most gratefully honor, sincerely appreciate, and wholeheartedly thank **Corporal Eric Nakalsky**, Troy High Graduate Class of 2005, for his three years in the United States Marine Corps most recently serving in Iraq and Afghanistan; and

BE IT FURTHER RESOLVED, That the City of Troy encourages citizens, schools, businesses, and the media of the City of Troy to use this occasion to recognize, honor, and show appreciation to **Corporal Eric Nakalsky** for his dedicated service and sacrifice to our Nation.

Presented this 21st day of December 2009.

**WELCOME HOME PROCLAMATION
CORPORAL DERRICK SAVAGE**

WHEREAS, Whenever called upon to defend our nation's security at home or abroad, the men and women who serve in the United States Armed Forces respond immediately, placing this Nation's interests above their own. **Corporal Derrick Savage** is one such hero; and

WHEREAS, The contributions and sacrifices made by our military personnel are vital to maintaining America's blessings of freedom and liberty; and

WHEREAS, The families of those serving in our nation's military make meaningful sacrifices and provide the support, love and dedication essential to their well-being and service, such as **Derrick's** parents Tammy and Raymond; and

WHEREAS, **Corporal Derrick Savage** joins the great heritage of the brave warriors serving for freedom around the world, in such places as Yorktown and Lexington, Gettysburg and Appomattox, Normandy and the Argonne, Iwo Jima and Okinawa, Seoul and the Chosin Reservoir, Saigon and Keh Sanh, and now in places like Fallujah, Kabul and Baghdad; and

NOW THEREFORE BE IT RESOLVED, That the City Council of the City of Troy does hereby proclaim **December 21, 2009** as an official date in the City of Troy to most gratefully honor, sincerely appreciate, and wholeheartedly thank **Corporal Derrick Savage**, Troy High Graduate Class of 2005, for his three years in the United States Marine Corps most recently serving two tours in Iraq; and

BE IT FURTHER RESOLVED, That the City of Troy encourages citizens, schools, businesses, and the media of the City of Troy to use this occasion to recognize, honor, and show appreciation to **Corporal Derrick Savage** for his dedicated service and sacrifice to our Nation.

Presented this 21st day of December 2009.

**WELCOME HOME PROCLAMATION
LANCE CORPORAL MATTHEW HEBERT**

WHEREAS, Whenever called upon to defend our nation's security at home or abroad, the men and women who serve in the United States Armed Forces respond immediately, placing this Nation's interests above their own. **Lance Corporal Matthew Hebert** is one such hero; and

WHEREAS, The contributions and sacrifices made by our military personnel are vital to maintaining America's blessings of freedom and liberty; and

WHEREAS, The families of those serving in our nation's military make meaningful sacrifices and provide the support, love and dedication essential to their well-being and service, such as **Matthew's** parents Carla and Bob; and

WHEREAS, **Lance Corporal Matthew Hebert** joins the great heritage of the brave warriors serving for freedom around the world, in such places as Yorktown and Lexington, Gettysburg and Appomattox, Normandy and the Argonne, Iwo Jima and Okinawa, Seoul and the Chosin Reservoir, Saigon and Keh Sanh, and now in places like Fallujah, Kabul and Baghdad; and

NOW THEREFORE BE IT RESOLVED, That the City Council of the City of Troy does hereby proclaim **December 21, 2009** as an official date in the City of Troy to most gratefully honor, sincerely appreciate, and wholeheartedly thank **Lance Corporal Matthew Hebert**, Troy High Graduate Class of 2006, for his three years in the United States Marine Corps most recently in Iraq and Afghanistan; and

BE IT FURTHER RESOLVED, That the City of Troy encourages citizens, schools, businesses, and the media of the City of Troy to use this occasion to recognize, honor, and show appreciation to **Lance Corporal Matthew Hebert** for his dedicated service and sacrifice to our Nation.

Presented this 21st day of December 2009.



CITY COUNCIL ACTION REPORT

December 14, 2009

TO: John Szerlag, City Manager

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

SUBJECT: Standard Purchasing Resolution 1: Award to Low Bidder –
Document Scanner and Printer

Background

- The fire department has scanned documents over the last five years to increase efficiency through applied technology.
- The fire department scans numerous required documents such as fire protection system service reports, site plans; hazardous materials inventory sheets, etc., for retrieval in the field by fire fighters and staff.
- The fire department scans and attaches these documents to the City's LibertyNET document imaging system which provides for electronic premise information and more efficient FOIA request retrievals versus numerous paper documents in file drawers.
- On October 29, 2009, bids were opened to furnish a GEI Colortrac SmartLF Gx+ T42C Scanner and Canon iPF 750 printer with universal stand, including software, three (3) years on-site parts and labor warranty, delivery, installation, and training.
- 135 vendors were notified via the MITN system. Six bid responses were received; as well as one statement of no bid.
- Canon Business Solutions withdrew their bids for the iPF750 printer for pricing errors.
- City staff recommends awarding to Priority Office Solutions LLC of Shelby Township, the low total bidder, as other vendor bids were based on an "All or None Award".

Financial Considerations

- Funds to purchase these items are budgeted in the fire department capital equipment account #401.336.337.7978.010.
- The fire department's current document scanner is obsolete and will be sold at auction, thereby recouping some cost.

Legal Considerations

- ITB-COT 09-43, GEI Colortrac SmartLF Gx+ T42C Scanner and Canon iPF 750 printer with universal stand, was competitively bid as required by City Charter and Code.
- The award is contingent upon vendor submission of properly executed contract documents including insurance certificates and all other specified requirements.

December 14, 2009

To: John Szerlag, City Manager

Re: Award To Low Bidder – Document Scanner and Printer

Recommendation

Staff recommends awarding the GEI Colortrac SmartLF Gx+ T42C Scanner and Canon iPF 750 printer with universal stand, including software, three (3) years on-site parts and labor warranty, delivery, installation, and training to the low total bidder, Priority Office Solutions, LLC, of Shelby Township, Michigan, for an estimated total cost of \$16,398.00.

Information provided by: David Roberts, Assistant Fire Chief

Alternate Bid

VENDOR NAME:

| | | | |
|----|---------------------------------------|--------------------------|--------------------------|
| ** | Priority Office Solutions, LLC | Canon Business Solutions | Canon Business Solutions |
|----|---------------------------------------|--------------------------|--------------------------|

PROPOSAL: TO FURNISH AND INSTALL ONE NEW GEI COLORTRAC SCANNER AND ONE NEW CANON iPF750 PRINTER FOR THE CITY OF TROY FIRE DEPARTMENT

| | | | |
|---------------------------------|---|-----------------------|-----------------------|
| <u>ITEM #1</u> | One (1) New GEI Colortrac Scanner or approved alternate including stand, software, (3) three years on-site parts and labor warranty and training in accordance with the specifications | | |
| COMPLETE FOR THE SUM OF: | \$ 10,499.00 | \$ 13,250.00 | \$ 12,950.00 |
| MANUFACTURED BY: | Colortrac, Inc. | Vidar | Vidar |
| MODEL | SmartLF Gx+ T42c | SD 4230 PL | SD 4230 |
| AUTHORIZED DEALER: Y or N | Yes | Yes | Yes |
| <u>ITEM #2</u> | One (1) New Canon iPF 750 printer or approved alternate with stand, two (2) complete color ink-sets, and three (3) years on-site parts and labor warranty in accordance with the specifications | | |
| COMPLETE FOR THE SUM OF: | \$ 5,899.00 | Withdraw | Withdraw |
| GRAND TOTAL-- | ** \$ 16,398.00 | n/a | n/a |
| MANUFACTURED BY: | Canon | Canon | Canon |
| MODEL | iPF 750 | iPF 750 | Image Prograf 750 |
| AUTHORIZED DEALER: Y or N | Yes | Yes | Yes |
| DESCRIPTIVE LITERATURE: | Marked as Brochures | Proposal | Proposal |
| SERVICE FACILITY: | Location: Printer: Shelby Twp MI Scanner: 800-842-8448 | Farmington Hills | Farmington Hills |
| | Miles from Troy: 15 (Door to Door) | 19 | 19 |
| | Response Time: 48 Hrs | 4 Hrs | 4 Hrs |
| CONTACT INFORMATION: | Name: Steve Elliott | Adam Bergstrom | Adam Bergstrom |
| | 24 Hr Phone: 586-786-1776 | 1-800-355-1385 | 1-800-355-1385 |
| | Hrs of Operations: M-F 8 AM to 5 PM | 8:30 AM to 5 PM | 8:30 AM to 5 PM |
| REFERENCES: | See page 5 of bid Y or N: Yes | Yes | Yes |
| INSURANCE: | Can Meet: XX Cannot Meet: | XX | XX |
| PAYMENT TERMS: | Net 30 | Purchase | Purchase |
| WARRANTY: | As Specified - Full three year coverage | | |
| DELIVERY: | 10 Days A.R.O. | 2 wks after bid award | 2 wks after bid award |
| EXCEPTIONS: | Attached To Bid | Blank | Blank |
| PROPOSAL | All or None Award May be purchased by line Item | Blank | Blank |
| ACKNOWLEDGEMENT | Y or N: Yes | Yes | Yes |
| ADDENDUM #1 | Y or N: Referenced | Yes | Yes |

NO BIDS:

Dunn Blue

** LOW TOTAL BIDDER

ATTEST:

Diane Fisher

William McNabb

David Roberts

Linda Bockstanz

Susan Leirstein CPPO CPPB
Purchasing Director

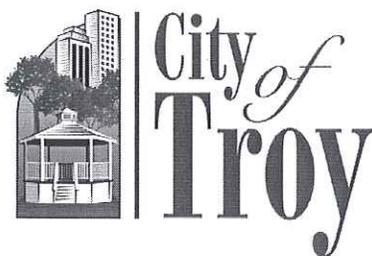
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VENDOR NAME:

| | | |
|----------------|-----------------|----------------|
| New Dimensions | Source Graphics | Konica Minolta |
| Mgmt Systems | | |

PROPOSAL: TO FURNISH AND INSTALL ONE NEW GEI COLORTAC SCANNER AND ONE NEW CANON iPF750 PRINTER FOR THE CITY OF TROY FIRE DEPARTMENT

| | | | |
|--|--|-------------------------------|---------------------|
| ITEM #1 One (1) New GEI Colortrac Scanner or approved alternate including stand, software, (3) three years on-site parts and labor warranty and training in accordance with the specifications | | | |
| COMPLETE FOR THE SUM OF: | \$ 12,344.00 | See Quotation \$ 15,218.55 | \$ 25,096.00 |
| MANUFACTURED BY: | Colortrac | Colortrac | Bell & Howell |
| MODEL | SmartLF Gx T42c | Gx+ T42c | Infinity WF 42 |
| AUTHORIZED DEALER: Y or N | Yes | Yes | Yes |
| ITEM #2 One (1) New Canon iPF 750 printer or approved alternate with stand, two (2) complete color ink-sets, and three (3) years on-site parts and labor warranty in accordance with the specifications | | | |
| COMPLETE FOR THE SUM OF: | \$ 5,814.00 | See Quotation \$ 7,250.70 | \$ 8,865.00 |
| GRAND TOTAL -- | \$ 18,158.00 | \$ 22,469.25 | \$ 33,961.00 |
| MANUFACTURED BY: | Canon | Canon | Epson |
| MODEL | iPF 750 | iPF750 | 9880 |
| AUTHORIZED DEALER: Y or N | Yes | Yes | Yes |
| DESCRIPTIVE LITERATURE: Marked as | Brochures | AAAQ8858 | Descript Literature |
| SERVICE FACILITY: Location: | Detroit | Detroit | Detroit/Troy |
| Miles from Troy: | 15 | Blank | within 25 |
| Response Time: | 24 Hrs | 24 - 48 Hrs | 24 Hrs |
| CONTACT INFORMATION: Name | Neal Kadlec | Paradigm Imaging | Anna Stewart |
| 24 Hr Phone: | 248-619-6100 | 888-221-7226 | N/A |
| Hrs of Operations | M-F 8:30 AM to 5 PM | 8 AM to 5 PM | 8 AM to 5 PM |
| REFERENCES: Y or N | Yes | Yes | Yes |
| INSURANCE: Can Meet Cannot Meet | XX | XX | XX |
| PAYMENT TERMS: | Net 30 Days | N30 | Net 30 |
| WARRANTY: | As Specified - Full three year coverage | | |
| DELIVERY: | 2 Wks from Receipt of PO | W/In 5-7 ARO | 2 Wks from P.O. |
| EXCEPTIONS: | Optional ScanWorks | Blank | Blank |
| | Colortrac software to | | |
| | Maximize scanner \$569 | | |
| PROPOSAL All or None Award | One Lot Pricing | One Lot Pricing | Blank |
| ACKNOWLEDGEMENT Y or N | Yes | Yes | Yes |
| ADDENDUM #1 Y or N | Yes | No | No |



CITY COUNCIL ACTION REPORT **RECEIVED**

December 11, 2009

DEC 11 2009

TO: John Szerlag, City Manager 

FROM: Mark Miller, Acting Assistant City Manager/Economic Development Services
Steven J. Vandette, City Engineer 

SUBJECT: Ratification of Revised MDOT Subcontract with Hubbell, Roth & Clark, Inc. for Construction Engineering Services for the Reconstruction of Wattles Road, 1,000' East and West of Rochester Road – Project No. 01.106.5

CITY OF TROY
MANAGER'S OFFICE

Recommendation:

Staff recommends that City Council ratify the revised MDOT subcontract with Hubbell, Roth & Clark, Inc. (HRC) for construction engineering services for the Wattles Road, 1,000' east and west of Rochester Road widening and reconstruction project.

Background:

By Resolution #2009-11-338-F-7, Troy City Council approved the MDOT subcontract with HRC for construction engineering services for the reconstruction and widening of Wattles Road, 1,000' east and west of Rochester Road.

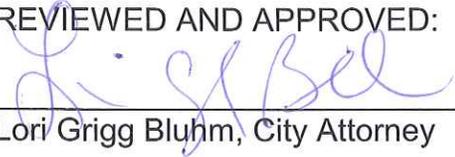
The standard MDOT subcontract, as of last August at the start of the consultant selection process, was approved by City Council on November 9, 2009. MDOT has since revised its standard subcontract, which requires City Council ratification.

The revisions to the agreement include the addition of a paragraph to the top of page 2 as well as a revision to section 18a. on page 6 (copies of revisions are attached).

Financial Considerations:

There are no changes in the financial considerations to the city as a result of this ratification.

REVIEWED AND APPROVED:


Lori Grigg Bluhm, City Attorney

WHEREAS, the terms and conditions of the prime contract between the DEPARTMENT and the LOCAL AGENCY for the PROJECT shall be incorporated by reference as part of this subcontract to ensure that if any discrepancies occur between the prime contract and subcontract, the prime contract shall prevail; and

WHEREAS, the parties hereto have reached an understanding as to the scope of the work and the performance of the SERVICES on the PROJECT and desire to set forth this understanding in the form of a written contract;

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that:

THE CONSULTANT SHALL:

1. Provide the following SERVICES relating to the PROJECT:
 - a. Assign a construction engineer and qualified inspection personnel who will be responsible to the PROJECT Engineer at the PROJECT site during the construction of the PROJECT in order to perform required inspection services to assure compliance with approved contract plans and specifications, and perform the day to day activities of the PROJECT.
 - b. Field survey information, construction staking services, and soil borings on the PROJECT site and any other field surveys as may be required for effective control of the construction of the PROJECT.
 - c. Perform and/or have conducted field checks and laboratory testing of materials and equipment to assure compliance with the contract specifications and requirements of the DEPARTMENT and the FHWA. A portion of the off-site testing work is to be performed in accordance with a subcontractual arrangement between the CONSULTANT and Professional Service Industries, Inc.
 - d. Such additional engineering and inspection services as may be required by the PROJECT Engineer for satisfactory completion of the PROJECT.
2. Perform all PROJECT work under the direction of the PROJECT Engineer who will be assigned by the LOCAL AGENCY as provided in Section 15.
3. Provide such reports and maintain such records of the PROJECT as are required to document the work to the satisfaction of the PROJECT Engineer, the LOCAL AGENCY, the DEPARTMENT, and the FHWA.
4. Govern all SERVICES by the applicable codes, laws, and standards of the LOCAL AGENCY and the DEPARTMENT and the FHWA.
5. During the performance of the SERVICES herein provided for, be responsible for any loss or damage to the documents, owned by the LOCAL AGENCY while they are in its possession. Restoration of lost or damaged documents shall be at the CONSULTANT'S expense.

for overhead using overhead, and facilities cost of capital using applied rates, set forth hereinbefore, plus a portion of the fixed fee.

The portion of the fixed fee which may be included in progress payments shall be equal to the total fixed fee multiplied by the percentage of the work which has been completed to date of billing.

- b. Partial payments will be made upon the submission by the CONSULTANT of a billing, accompanied by properly completed reporting forms and such other evidence of progress as may be required by the LOCAL AGENCY. Partial payments shall be made only once a month.
- c. Final billing under this contract shall be submitted in a timely manner but not later than three (3) months after completion of the SERVICES. Billings for work submitted later than three (3) months after completion of SERVICES will not be paid. Final payment, including adjustments of direct salary costs, other direct costs and overhead costs, will be made upon completion of audit by the LOCAL AGENCY and/or as appropriate, by representatives of the DEPARTMENT and the FHWA. In the event such audit indicates an overpayment, the CONSULTANT will repay the LOCAL AGENCY within 30 days of the date of the invoice.

18. If SERVICES, or any part thereof, are terminated before completed, pay the CONSULTANT as follows:

~~a. Pay the CONSULTANT actual costs plus overhead, as defined herein, incurred for the work completed up to the time of termination, plus an amount determined at the time of termination to compensate the CONSULTANT in full for a normal profit on work completed, as set forth in Section 16. The amounts included for overhead and profit shall be subject to approval by the DEPARTMENT and the FHWA.~~

a. Pay the CONSULTANT actual cost plus overhead, as defined herein, incurred for the work to be terminated up to the time of termination, as set forth in Section 20. The CONSULTANT will also be reimbursed a proportionate share of the fixed fee based on the portion of the project that is completed, as determined by the DEPARTMENT. The DEPARTMENT will receive the work product produced by the CONSULTANT under this Contract up to the time of termination, prior to the CONSULTANT being reimbursed. In no case will the compensation paid to the CONSULTANT for partial completion of the SERVICES exceed the amount the CONSULTANT would have received had the SERVICES been completed.

b. In no case, shall the compensation paid to the CONSULTANT for SERVICES, or any part thereof, exceed the amount the CONSULTANT would receive had the SERVICES, or the terminated portion thereof, been completed.

SUBCONTRACT NO. _____
CONTROL SECTION NO. STUL 63459
JOB NO. 105941A
FED. PROJECT NO. _____
FED. ITEM NO. _____

City of Troy

Hubbell, Roth & Clark, Inc.

CONSTRUCTION ENGINEERING CONTRACT

A Surface Transportation PROJECT

THIS CONTRACT, made and entered into as of this date of _____, by and between Hubbell, Roth & Clark, Inc., Consulting Engineers, of Pontiac, Michigan, hereinafter referred to as the "CONSULTANT," and the City of Troy, hereinafter referred to as the "LOCAL AGENCY."

WITNESSETH:

WHEREAS, the LOCAL AGENCY is planning to construct a road improvement project within its limits; and

WHEREAS, the LOCAL AGENCY desires to engage the professional services and assistance of the CONSULTANT to perform certain construction engineering and inspection services and other related work, said work to be hereinafter referred to as the "SERVICES," required in connection with the construction of the following transportation improvements under the Surface Transportation Program, said improvements to be hereinafter referred to as the "PROJECT:"

"0.55 miles of road reconstruction for Wattles Road, approximately 1,000 feet east and west of Rochester Road with concrete pavement, curb and gutter, driveways, storm sewers, sanitary sewer, water main, hot mix asphalt, pavement markings and other related work;" and

WHEREAS, the LOCAL AGENCY has programmed the PROJECT with the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for construction with the use of Surface Transportation Program Funds administered by the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the "FHWA;" and

WHEREAS, the CONSULTANT is willing to render the SERVICES desired by the LOCAL AGENCY for the considerations hereinafter expressed; and

WHEREAS, the CONSULTANT was selected utilizing a qualifications based selection (QBS) process; and

WHEREAS, the terms and conditions of the prime contract between the DEPARTMENT and the LOCAL AGENCY for the PROJECT shall be incorporated by reference as part of this subcontract to ensure that if any discrepancies occur between the prime contract and subcontract, the prime contract shall prevail; and

WHEREAS, the parties hereto have reached an understanding as to the scope of the work and the performance of the SERVICES on the PROJECT and desire to set forth this understanding in the form of a written contract;

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that:

THE CONSULTANT SHALL:

1. Provide the following SERVICES relating to the PROJECT:
 - a. Assign a construction engineer and qualified inspection personnel who will be responsible to the PROJECT Engineer at the PROJECT site during the construction of the PROJECT in order to perform required inspection services to assure compliance with approved contract plans and specifications, and perform the day to day activities of the PROJECT.
 - b. Field survey information, construction staking services, and soil borings on the PROJECT site and any other field surveys as may be required for effective control of the construction of the PROJECT.
 - c. Perform and/or have conducted field checks and laboratory testing of materials and equipment to assure compliance with the contract specifications and requirements of the DEPARTMENT and the FHWA. A portion of the off-site testing work is to be performed in accordance with a subcontractual arrangement between the CONSULTANT and **Professional Service Industries, Inc.**
 - d. Such additional engineering and inspection services as may be required by the PROJECT Engineer for satisfactory completion of the PROJECT.
2. Perform all PROJECT work under the direction of the PROJECT Engineer who will be assigned by the LOCAL AGENCY as provided in Section 15.
3. Provide such reports and maintain such records of the PROJECT as are required to document the work to the satisfaction of the PROJECT Engineer, the LOCAL AGENCY, the DEPARTMENT, and the FHWA.
4. Govern all SERVICES by the applicable codes, laws, and standards of the LOCAL AGENCY and the DEPARTMENT and the FHWA.
5. During the performance of the SERVICES herein provided for, be responsible for any loss or damage to the documents, owned by the LOCAL AGENCY while they are in its possession. Restoration of lost or damaged documents shall be at the CONSULTANT'S expense.

6. Furnish qualified personnel to assist the PROJECT engineer in solving field problems, when so requested.

7. Attend conferences and make such trips as necessary to the LOCAL AGENCY'S offices and to the site of the work to confer with representatives of the LOCAL AGENCY and the DEPARTMENT or the FHWA as may be necessary in the carrying out of the work under this contract.

8. Follow standard accounting practices and permit representatives of the LOCAL AGENCY and the DEPARTMENT and the FHWA to audit and inspect its PROJECT books and records at any reasonable time. Such records are to be kept available for three (3) years from the date of the final payment for work conducted under this contract.

- a. The CONSULTANT shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts shall be established and maintained for all costs incurred under this Contract.
- b. The CONSULTANT shall maintain the RECORDS for at least three (3) years from the date of final payment of federal aid made by the DEPARTMENT to the local agency under this Contract. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the CONSULTANT shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
- c. The DEPARTMENT, or their representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
- d. If any part of the work is subcontracted, the CONSULTANT shall assure compliance with subsections (a), (b), and (c) above for all subcontracted work.

9. Have in its employ a sufficient number of qualified employees available to complete the SERVICES in accordance with the schedule for construction and completion of the PROJECT upon the authorization to proceed with the SERVICES as outlined herein.

10. Show evidence of Workers' Compensation Insurance, said insurance to be as required by law.

11. Commence work on the PROJECT as set forth in and following execution of this contract only upon receipt of written notice from the PROJECT Engineer.

12. Provide a working office at the PROJECT site or in the vicinity of the PROJECT acceptable to the LOCAL AGENCY for adequate performance of the SERVICES to be provided under this Contract.

13. Furnish the LOCAL AGENCY and the DEPARTMENT a set of as built plans

and records of the PROJECT upon completion thereof.

14. Submit billings to the LOCAL AGENCY as set forth in Section 17.

THE LOCAL AGENCY WILL:

15. Assign a PROJECT Engineer who shall be the Publicly Employed Professional Engineer in responsible charge of the PROJECT.

16. For and in consideration of the SERVICES rendered by the CONSULTANT as set forth in this contract, pay the CONSULTANT on the basis of actual cost plus a fixed fee (profit) amount which shall not exceed **Three hundred ten thousand four hundred fifty eight dollars and twenty seven cents (\$310,458.27)**. The fixed fee (profit) shall be the amount of **Thirty thousand five hundred seventy eight dollars and twenty eight cents (\$30,578.28)**, which amount is included in the total amount of **Three hundred ten thousand four hundred fifty eight dollars and twenty seven cents (\$310,458.27)**, as shown in Exhibit "A," attached hereto and made a part hereof.

Actual costs for SERVICES work required and performed will be determined in accordance with the following terms, subject to the cost criteria set forth in the Federal Acquisition Regulations, 48 CFR, Part 31:

- a. Direct Salary Costs: Actual labor costs of personnel performing the SERVICES work. This cost will be based on the employees actual hourly rate of pay and the actual hours of performance on the PROJECT as supported by employee time records.
- b. Direct Costs: Actual costs of materials and services, other than salaries, as may be required hereunder but which are not normally provided as a part of the overhead of the CONSULTANT. All actual costs shall be itemized and certified as paid to specifically named firms or individuals, and shall be supported by proper receipts.
- c. Overhead (Indirect Costs): A pro-rated portion of the actual overhead incurred by the CONSULTANT during performance of the PROJECT work. The amount of overhead payment, including payroll overhead, will be calculated as a percentage of all direct labor costs related to staff personnel and members of the firm. Overhead shall include those costs, which because of their incurrence for common or joint objectives, are not readily subject to treatment as a direct cost. The provisional overhead rate, which will be applied to direct labor costs for progress payments, is set forth in Exhibit A.

It is agreed that the use of the provisional rate set forth in Exhibit A sets neither a minimum nor maximum to the actual overhead costs to be paid the CONSULTANT. Any overpayments or under payments made to the CONSULTANT for SERVICES performed resulting from usage of the provisional overhead rate, will be corrected in the first billing submitted subsequent to the CONSULTANT'S calculation of an actual overhead rate

for the financial year end applicable to the reported direct labor cost. The audit at the completion of this contract, or at such time as this contract is terminated, will verify the propriety of reported overhead.

Facilities Cost of Capital: A pro-rated portion of the actual facilities cost of capital incurred by the CONSULTANT during work is reimbursable only if the estimated facilities cost of capital was specifically identified in the cost proposal for this work (Exhibit A).

- d. Travel and Subsistence: Actual costs in accordance with and not to exceed the amounts set forth in the State of Michigan Standardized Travel Regulations, incorporated herein by reference as if the same were repeated in full herein.
- e. Fixed Fee (Profit): In addition to the payments for direct and overhead costs as hereinbefore provided, the LOCAL AGENCY agrees to pay the CONSULTANT a fixed amount for profit for the SERVICES performed. It is agreed and understood that such amount will constitute full compensation to the CONSULTANT for profit and will not vary because of any differences between the estimated cost and the actual cost for work performed, except that in the event this contract is terminated, payment of a fixed fee (profit) in respect to the PROJECT shall be in an amount which can be established by the CONSULTANT from its accounts and records and subject to the provisions of Section 18.
- f. Subconsultant Costs: Actual costs of subconsultants performing SERVICES under this Contract. Amounts for fixed fees paid by the CONSULTANT to the subconsultant will not be considered an actual cost of the CONSULTANT, but will be considered a part of the fixed fee of the CONSULTANT.
- g. Those costs incurred by the CONSULTANT in the utilization of the subcontracted services of **Professional Service Industries, Inc.** shall be excluded from the calculation of the CONSULTANT'S percentage of SERVICES completed, as set forth in Section 17a., but will be reimbursed by the LOCAL AGENCY. Payment by the LOCAL AGENCY will be made directly to the CONSULTANT. The PROJECT cost attributable to **Professional Service Industries, Inc.** is estimated to be **Eight hundred sixty five dollars and fifty nine cents (\$865.59).**

The maximum amount, including the fixed fee (profit), hereinbefore set forth in this Section, shall not be exceeded except by the execution of an amendment to this contract by and between the parties hereto and with approval by the DEPARTMENT and the FHWA. Payment shall be made as hereinafter set forth.

17. Make payments to the CONSULTANT in accordance with the following procedures:

- a. Progress payments may be made for reimbursement of amounts earned to date and shall include direct costs, other direct costs, calculated amounts

for overhead using overhead, and facilities cost of capital using applied rates, set forth hereinbefore, plus a portion of the fixed fee.

The portion of the fixed fee which may be included in progress payments shall be equal to the total fixed fee multiplied by the percentage of the work which has been completed to date of billing.

- b. Partial payments will be made upon the submission by the CONSULTANT of a billing, accompanied by properly completed reporting forms and such other evidence of progress as may be required by the LOCAL AGENCY. Partial payments shall be made only once a month.
- c. Final billing under this contract shall be submitted in a timely manner but not later than three (3) months after completion of the SERVICES. Billings for work submitted later than three (3) months after completion of SERVICES will not be paid. Final payment, including adjustments of direct salary costs, other direct costs and overhead costs, will be made upon completion of audit by the LOCAL AGENCY and/or as appropriate, by representatives of the DEPARTMENT and the FHWA. In the event such audit indicates an overpayment, the CONSULTANT will repay the LOCAL AGENCY within 30 days of the date of the invoice.

18. If SERVICES, or any part thereof, are terminated before completed, pay the CONSULTANT as follows:

- a. Pay the CONSULTANT actual cost plus overhead, as defined herein, incurred for the work to be terminated up to the time of termination, as set forth in Section 20. The CONSULTANT will also be reimbursed a proportionate share of the fixed fee based on the portion of the project that is completed, as determined by the DEPARTMENT. The DEPARTMENT will receive the work product produced by the CONSULTANT under this Contract up to the time of termination, prior to the CONSULTANT being reimbursed. In no case will the compensation paid to the CONSULTANT for partial completion of the SERVICES exceed the amount the CONSULTANT would have received had the SERVICES been completed.
- b. In no case, shall the compensation paid to the CONSULTANT for SERVICES, or any part thereof, exceed the amount the CONSULTANT would receive had the SERVICES, or the terminated portion thereof, been completed.

IT IS FURTHER AGREED THAT:

19. Upon completion or termination of this contract, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of SERVICE, shall become the property of the LOCAL AGENCY.

20. No portion of the PROJECT work, hereto before defined, shall be sublet, assigned, or otherwise disposed of except as herein provided or with the prior written consent of the LOCAL AGENCY and approval by the DEPARTMENT and the FHWA. Consent to sublet, assign or otherwise dispose of any portion of the SERVICES shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of this contract.

21. All questions which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, and the interpretation of plans and specifications shall be decided by the LOCAL AGENCY'S PROJECT Engineer. All questions as to the satisfactory and acceptable fulfillment of the terms of this contract shall be decided by the LOCAL AGENCY.

22. Any change in SERVICES to be performed by the CONSULTANT involving extra compensation must be authorized in writing by the LOCAL AGENCY and approved by the DEPARTMENT and the FHWA prior to the performance thereof by the CONSULTANT and requires an amendment to this Contract.

The CONSULTANT and the LOCAL AGENCY specifically agree that in the event problems arise that may be the result of errors and/or omissions by the CONSULTANT or due to a failure of the CONSULTANT to otherwise perform in accordance with this contract, the CONSULTANT will be held responsible with no cost to the LOCAL AGENCY or in accordance with the LOCAL AGENCY'S dispute resolution process if applicable.

23. In addition, the CONSULTANT shall comply with, and shall require any contractor or subcontractor to comply with, the following:

- a. In connection with the performance of the PROJECT under this contract, the CONSULTANT (hereinafter in Appendix "A" referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix "A," attached hereto and made a part hereof and will require a similar covenant on the part of any contractor or subcontractor employed in the performance of this contract.
- b. During the performance of this contract, the CONSULTANT for itself, its assignees, and successors in interest (hereinafter in Appendix "B" referred to as the "contractor") agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B," attached hereto and made a part hereof and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- c. The parties hereto further agree that they accept the DEPARTMENT'S Minority Business Enterprises/Women's Business Enterprises (MBE/WBE) Program with respect to the PROJECT and will abide by the provisions set forth in Appendix "C," attached hereto and made a part hereof, being an excerpt from Title 42 C.F.R. Part 23, more specifically 23.43(a)(1) and (2) thereof.

24. The CONSULTANT warrants that it has not employed or retained any company or person other than bona fide employees working solely for the CONSULTANT, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the LOCAL AGENCY shall have the right to annul this contract without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.

25. The CONSULTANT specifically agrees that in the performance of SERVICES herein enumerated by it, or by an approved subcontractor, or anyone acting in its behalf, they will, to the best of their professional knowledge and ability, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations.

26. No charges or claims for damages shall be made by the CONSULTANT for delays or hindrances from any cause whatsoever during the progress of any portions of the SERVICES specified in this contract, except as hereinafter provided.

In case of a substantial delay on the part of the LOCAL AGENCY in providing to the CONSULTANT either the necessary information or approval to proceed with the work, resulting, through no fault of the CONSULTANT, in delays of such extent as to require the CONSULTANT to perform its work under changed conditions not contemplated by the parties, the LOCAL AGENCY will consider supplemental compensation limited to increased costs incurred as a direct result of such delays. Any claim for supplemental compensation must be in writing and accompanied by substantiating data. Authorization of such supplemental compensation shall be by an amendment to this contract subject to prior approval by the DEPARTMENT and the FHWA.

When delays are caused by circumstances or conditions beyond the control of the CONSULTANT, as determined by the LOCAL AGENCY, the CONSULTANT shall be granted an extension of time for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the permitting of the CONSULTANT to proceed to complete the SERVICES, or any part of them, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LOCAL AGENCY of any of its rights herein set forth.

27. In case the CONSULTANT deems extra compensation will be due it for work or materials not clearly covered in this contract, or not ordered by the LOCAL AGENCY as a change, or due to changed conditions, the CONSULTANT shall notify the LOCAL AGENCY in writing of its intention to make claim for such extra compensation before beginning such work. Failure on the part of the CONSULTANT to give such notification will constitute a waiver of the claim for such extra compensation. The filing of such notice by the CONSULTANT shall not in any way be construed to establish the validity of the claim. Such extra compensation shall be provided only by amendment to this contract with approval of the DEPARTMENT and the FHWA.

28. The CONSULTANT agrees to obtain the necessary liability insurance, acceptable to the LOCAL AGENCY, naming the City of Troy, the Michigan State Transportation Commission, and the Michigan Department of Transportation as insured, and to provide the LOCAL AGENCY with evidence of said insurance, and to indemnify and save harmless the

LOCAL AGENCY, the Michigan State Transportation Commission, and the DEPARTMENT, their officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the CONSULTANT in the performance of this contract.

29. This contract shall be terminated upon advisement to the CONSULTANT by the LOCAL AGENCY that its SERVICES are completed and accepted.

30. The CONSULTANT'S signature on this Contract constitutes the CONSULTANT'S certification of "status" under penalty of perjury under the laws of the United States in respect to 49 CFR, Part 29 pursuant to Executive Order 12549.

The certification, which is included as a part of this Contract as Attachment "A," is Appendix A of 49 CFR Part 29, and applies to the CONSULTANT (referred to in Appendix A of 49 CFR Part 29 as "the prospective primary participant").

The CONSULTANT is responsible for obtaining the same certification from all subcontractors under this contract by inserting the following paragraph in all subcontracts:

"The subcontractor's signature on this Contract constitutes the subcontractor's certification of 'status' under penalty of perjury under the laws of the United States in respect to 49 CFR, Part 29 pursuant to Executive Order 12549. The certification, which is included as a part of this Contract as Attachment "B," is Appendix B of 49 CFR, Part 29."

This certification is required of all subcontractors, testing laboratories, and other lower tier participants with which the CONSULTANT enters into a written arrangement for the procurement of goods or services provided for in this Contract.

31. The CONSULTANT hereby agrees that the costs reported to the LOCAL AGENCY for this Contract shall represent only those items which are properly chargeable in accordance with this Contract. The CONSULTANT also hereby certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

32. Upon execution of this contract by the parties hereto, the same shall become binding on the parties hereto and their successors and assigns, until such time as all work contemplated hereunder is complete, or until such time as this contract is terminated by mutual consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized agents and representatives the day and year first above written.

CONSULTANT

BY: Walter W. Alif
TITLE: Vice Pres.

BY: _____
TITLE: _____

City of Troy

BY: _____
TITLE: **Mayor – Louise E. Schilling**

BY: _____
TITLE: **City Clerk – Tonni L. Bartholomew**

SUBCONTRACT NO. _____
CONTROL SECTION NO. STUL 63459
JOB NO. 105941A
FED. PROJECT NO. _____
FED. ITEM NO. _____

CERTIFICATION

I hereby certify that I am Walter H. Alix and a duly authorized representative of the firm of Hubbell, Roth & Clark, Inc., whose address is 2001 Centerpoint, Suite 109, Pontiac, MI 48341 and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Hubbell, Roth & Clark, Inc.) to solicit or secure this contract.

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Hubbell, Roth & Clark, Inc.) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract:

except as here expressly stated (if any):

I acknowledge that this certification is to be furnished to the Michigan Department of Transportation in connection with this contract involving participation of state and/or federal funds, and is subject to applicable state and federal laws, both criminal and civil.

12/11/09

Date

Walter H. Alix

Signature

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March, 1998

APPENDIX B

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as following:

1. Compliance with Regulations: The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities, as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Michigan Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the state, and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

General Requirements for Recipients

Excerpts from USDOT Regulation 49 CFR, Part 23, Section 23.43

- A. Policy: It is the policy of the Department that MBE as defined in 49 CFR, Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the MBE requirements of 49 CFR, Part 23, apply to this contract.
- B. MBE Obligation: The recipient or its contractor agrees to ensure that MBE as defined in 49 CFR, Part 23, has the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR, Part 23, to ensure that MBE has the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of departmentally-assisted contracts.
- C. If, as a condition of assistance, the recipient has submitted and the department has approved a minority business enterprise affirmative action program which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to this recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR, Part 23, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the recipient to obtain future departmental, financial assistance.
- D. The Department hereby advises each recipient, contractor, or subcontractor that failure to carry out the requirements set forth in Section 23.43(a) 49 CFR, Part 23, shall constitute a breach of contract, and after the notification of the USDOT, may result in termination of the agreement or contract by the Department or such remedy as the Department deems appropriate.

ATTACHMENT A
(This is a reproduction of Appendix A of 49 CFR Part 29)
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposed," and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules impending Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally processed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

March 9, 1989

ATTACHMENT B
(This is a reproduction of Appendix B of 49 C.F.R. Part 29)
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction," without notification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (517) 335-2513 or (517) 335-2514).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



CITY COUNCIL ACTION REPORT **RECEIVED**

December 11, 2009

DEC - 2009

TO: John Szerlag, City Manager 
FROM: Mark Miller, Acting Assistant City Manager/Economic Development Services 
Steven J. Vandette, City Engineer 

CITY OF TROY
MANAGER'S OFFICE

SUBJECT: Ratification of Revised MDOT Subcontract with Hubbell, Roth & Clark, Inc. for Construction Engineering Services for the Reconstruction of Rochester Road from Torpey to Barclay – Project No. 99.203.5

Recommendation:

Staff recommends that City Council ratify the revised MDOT subcontract with Hubbell, Roth & Clark, Inc. (HRC) for construction engineering services for the Rochester Road, Torpey to Barclay widening and reconstruction project.

Background:

By Resolution #2009-11-338-F-8, Troy City Council approved the MDOT subcontract with HRC for construction engineering services for the reconstruction and widening of Rochester Road, from Torpey to Barclay.

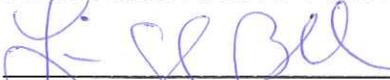
The standard MDOT subcontract, as of last August at the start of the consultant selection process, was approved by City Council on November 9, 2009. MDOT has since revised its standard subcontract, which requires City Council ratification.

The revisions to the agreement include the addition of a paragraph to the top of page 2 as well as a revision to section 18a. on page 6 (copies of revisions are attached).

Financial Considerations:

There are no changes in the financial considerations to the city as a result of this ratification.

REVIEWED AND APPROVED:


Lori Grigg Bluhm, City Attorney

WHEREAS, the terms and conditions of the prime contract between the DEPARTMENT and the LOCAL AGENCY for the PROJECT shall be incorporated by reference as part of this subcontract to ensure that if any discrepancies occur between the prime contract and subcontract, the prime contract shall prevail; and

WHEREAS, the parties hereto have reached an understanding as to the scope of the work and the performance of the SERVICES on the PROJECT and desire to set forth this understanding in the form of a written contract;

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that:

THE CONSULTANT SHALL:

1. Provide the following SERVICES relating to the PROJECT:
 - a. Assign a construction engineer and qualified inspection personnel who will be responsible to the PROJECT Engineer at the PROJECT site during the construction of the PROJECT in order to perform required inspection services to assure compliance with approved contract plans and specifications, and perform the day to day activities of the PROJECT.
 - b. Field survey information, construction staking services, and soil borings on the PROJECT site and any other field surveys as may be required for effective control of the construction of the PROJECT.
 - c. Perform and/or have conducted field checks and laboratory testing of materials and equipment to assure compliance with the contract specifications and requirements of the DEPARTMENT and the FHWA. A portion of the off-site testing work is to be performed in accordance with a subcontractual arrangement between the CONSULTANT and Professional Service Industries, Inc.
 - d. Such additional engineering and inspection services as may be required by the PROJECT Engineer for satisfactory completion of the PROJECT.
2. Perform all PROJECT work under the direction of the PROJECT Engineer who will be assigned by the LOCAL AGENCY as provided in Section 15.
3. Provide such reports and maintain such records of the PROJECT as are required to document the work to the satisfaction of the PROJECT Engineer, the LOCAL AGENCY, the DEPARTMENT, and the FHWA.
4. Govern all SERVICES by the applicable codes, laws, and standards of the LOCAL AGENCY and the DEPARTMENT and the FHWA.
5. During the performance of the SERVICES herein provided for, be responsible for any loss or damage to the documents, owned by the LOCAL AGENCY while they are in its possession. Restoration of lost or damaged documents shall be at the CONSULTANT'S expense.

for overhead using overhead, and facilities cost of capital using applied rates, set forth hereinbefore, plus a portion of the fixed fee.

The portion of the fixed fee which may be included in progress payments shall be equal to the total fixed fee multiplied by the percentage of the work which has been completed to date of billing.

- b. Partial payments will be made upon the submission by the CONSULTANT of a billing, accompanied by properly completed reporting forms and such other evidence of progress as may be required by the LOCAL AGENCY. Partial payments shall be made only once a month.
- c. Final billing under this contract shall be submitted in a timely manner but not later than three (3) months after completion of the SERVICES. Billings for work submitted later than three (3) months after completion of SERVICES will not be paid. Final payment, including adjustments of direct salary costs, other direct costs and overhead costs, will be made upon completion of audit by the LOCAL AGENCY and/or as appropriate, by representatives of the DEPARTMENT and the FHWA. In the event such audit indicates an overpayment, the CONSULTANT will repay the LOCAL AGENCY within 30 days of the date of the invoice.

18. If SERVICES, or any part thereof, are terminated before completed, pay the CONSULTANT as follows:

- ~~a. Pay the CONSULTANT actual costs plus overhead, as defined herein, incurred for the work completed up to the time of termination, plus an amount determined at the time of termination to compensate the CONSULTANT in full for a normal profit on work completed, as set forth in Section 16. The amounts included for overhead and profit shall be subject to approval by the DEPARTMENT and the FHWA.~~
- a. Pay the CONSULTANT actual cost plus overhead, as defined herein, incurred for the work to be terminated up to the time of termination, as set forth in Section 20. The CONSULTANT will also be reimbursed a proportionate share of the fixed fee based on the portion of the project that is completed, as determined by the DEPARTMENT. The DEPARTMENT will receive the work product produced by the CONSULTANT under this Contract up to the time of termination, prior to the CONSULTANT being reimbursed. In no case will the compensation paid to the CONSULTANT for partial completion of the SERVICES exceed the amount the CONSULTANT would have received had the SERVICES been completed.
- b. In no case, shall the compensation paid to the CONSULTANT for SERVICES, or any part thereof, exceed the amount the CONSULTANT would receive had the SERVICES, or the terminated portion thereof, been completed.

SUBCONTRACT NO. _____
CONTROL SECTION NO. STUL 63459
JOB NO. 104678A
FED. PROJECT NO. _____
FED. ITEM NO. _____

City of Troy

Hubbell, Roth & Clark, Inc.

CONSTRUCTION ENGINEERING CONTRACT

A Surface Transportation PROJECT

THIS CONTRACT, made and entered into as of this date of _____, by and between Hubbell, Roth & Clark, Inc., Consulting Engineers, of Pontiac, Michigan, hereinafter referred to as the "CONSULTANT," and the City of Troy, hereinafter referred to as the "LOCAL AGENCY."

WITNESSETH:

WHEREAS, the LOCAL AGENCY is planning to construct a road improvement project within its limits; and

WHEREAS, the LOCAL AGENCY desires to engage the professional services and assistance of the CONSULTANT to perform certain construction engineering and inspection services and other related work, said work to be hereinafter referred to as the "SERVICES," required in connection with the construction of the following transportation improvements under the Surface Transportation Program, said improvements to be hereinafter referred to as the "PROJECT:"

"1.09 miles of road reconstruction for Rochester Road, from Torpey to north of Barclay with concrete pavement, curb and gutter, driveways, storm sewers, sanitary sewer, water main, hot mix asphalt, pavement markings and other related work;" and

WHEREAS, the LOCAL AGENCY has programmed the PROJECT with the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for construction with the use of Surface Transportation Program Funds administered by the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the "FHWA;" and

WHEREAS, the CONSULTANT is willing to render the SERVICES desired by the LOCAL AGENCY for the considerations hereinafter expressed; and

WHEREAS, the CONSULTANT was selected utilizing a qualifications based selection (QBS) process; and

WHEREAS, the terms and conditions of the prime contract between the DEPARTMENT and the LOCAL AGENCY for the PROJECT shall be incorporated by reference as part of this subcontract to ensure that if any discrepancies occur between the prime contract and subcontract, the prime contract shall prevail; and

WHEREAS, the parties hereto have reached an understanding as to the scope of the work and the performance of the SERVICES on the PROJECT and desire to set forth this understanding in the form of a written contract;

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that:

THE CONSULTANT SHALL:

1. Provide the following SERVICES relating to the PROJECT:
 - a. Assign a construction engineer and qualified inspection personnel who will be responsible to the PROJECT Engineer at the PROJECT site during the construction of the PROJECT in order to perform required inspection services to assure compliance with approved contract plans and specifications, and perform the day to day activities of the PROJECT.
 - b. Field survey information, construction staking services, and soil borings on the PROJECT site and any other field surveys as may be required for effective control of the construction of the PROJECT.
 - c. Perform and/or have conducted field checks and laboratory testing of materials and equipment to assure compliance with the contract specifications and requirements of the DEPARTMENT and the FHWA. A portion of the off-site testing work is to be performed in accordance with a subcontractual arrangement between the CONSULTANT and **Professional Service Industries, Inc.**
 - d. Such additional engineering and inspection services as may be required by the PROJECT Engineer for satisfactory completion of the PROJECT.
2. Perform all PROJECT work under the direction of the PROJECT Engineer who will be assigned by the LOCAL AGENCY as provided in Section 15.
3. Provide such reports and maintain such records of the PROJECT as are required to document the work to the satisfaction of the PROJECT Engineer, the LOCAL AGENCY, the DEPARTMENT, and the FHWA.
4. Govern all SERVICES by the applicable codes, laws, and standards of the LOCAL AGENCY and the DEPARTMENT and the FHWA.
5. During the performance of the SERVICES herein provided for, be responsible for any loss or damage to the documents, owned by the LOCAL AGENCY while they are in its possession. Restoration of lost or damaged documents shall be at the CONSULTANT'S expense.

6. Furnish qualified personnel to assist the PROJECT engineer in solving field problems, when so requested.

7. Attend conferences and make such trips as necessary to the LOCAL AGENCY'S offices and to the site of the work to confer with representatives of the LOCAL AGENCY and the DEPARTMENT or the FHWA as may be necessary in the carrying out of the work under this contract.

8. Follow standard accounting practices and permit representatives of the LOCAL AGENCY and the DEPARTMENT and the FHWA to audit and inspect its PROJECT books and records at any reasonable time. Such records are to be kept available for three (3) years from the date of the final payment for work conducted under this contract.

- a. The CONSULTANT shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts shall be established and maintained for all costs incurred under this Contract.
- b. The CONSULTANT shall maintain the RECORDS for at least three (3) years from the date of final payment of federal aid made by the DEPARTMENT to the local agency under this Contract. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the CONSULTANT shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
- c. The DEPARTMENT, or their representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
- d. If any part of the work is subcontracted, the CONSULTANT shall assure compliance with subsections (a), (b), and (c) above for all subcontracted work.

9. Have in its employ a sufficient number of qualified employees available to complete the SERVICES in accordance with the schedule for construction and completion of the PROJECT upon the authorization to proceed with the SERVICES as outlined herein.

10. Show evidence of Workers' Compensation Insurance, said insurance to be as required by law.

11. Commence work on the PROJECT as set forth in and following execution of this contract only upon receipt of written notice from the PROJECT Engineer.

12. Provide a working office at the PROJECT site or in the vicinity of the PROJECT acceptable to the LOCAL AGENCY for adequate performance of the SERVICES to be provided under this Contract.

13. Furnish the LOCAL AGENCY and the DEPARTMENT a set of as built plans

and records of the PROJECT upon completion thereof.

14. Submit billings to the LOCAL AGENCY as set forth in Section 17.

THE LOCAL AGENCY WILL:

15. Assign a PROJECT Engineer who shall be the Publicly Employed Professional Engineer in responsible charge of the PROJECT.

16. For and in consideration of the SERVICES rendered by the CONSULTANT as set forth in this contract, pay the CONSULTANT on the basis of actual cost plus a fixed fee (profit) amount which shall not exceed **One million two hundred forty one thousand forty two dollars and ninety five cents (\$1,241,042.95)**. The fixed fee (profit) shall be the amount of **One hundred twenty two thousand two hundred fifty dollars and five cents (\$122,250.05)**, which amount is included in the total amount of **One million two hundred forty one thousand forty two dollars and ninety five cents (\$1,241,042.95)**, as shown in Exhibit "A," attached hereto and made a part hereof.

Actual costs for SERVICES work required and performed will be determined in accordance with the following terms, subject to the cost criteria set forth in the Federal Acquisition Regulations, 48 CFR, Part 31:

- a. Direct Salary Costs: Actual labor costs of personnel performing the SERVICES work. This cost will be based on the employees actual hourly rate of pay and the actual hours of performance on the PROJECT as supported by employee time records.
- b. Direct Costs: Actual costs of materials and services, other than salaries, as may be required hereunder but which are not normally provided as a part of the overhead of the CONSULTANT. All actual costs shall be itemized and certified as paid to specifically named firms or individuals, and shall be supported by proper receipts.
- c. Overhead (Indirect Costs): A pro-rated portion of the actual overhead incurred by the CONSULTANT during performance of the PROJECT work. The amount of overhead payment, including payroll overhead, will be calculated as a percentage of all direct labor costs related to staff personnel and members of the firm. Overhead shall include those costs, which because of their incurrence for common or joint objectives, are not readily subject to treatment as a direct cost. The provisional overhead rate, which will be applied to direct labor costs for progress payments, is set forth in Exhibit A.

It is agreed that the use of the provisional rate set forth in Exhibit A sets neither a minimum nor maximum to the actual overhead costs to be paid the CONSULTANT. Any overpayments or under payments made to the CONSULTANT for SERVICES performed resulting from usage of the provisional overhead rate, will be corrected in the first billing submitted subsequent to the CONSULTANT'S calculation of an actual overhead rate

for the financial year end applicable to the reported direct labor cost. The audit at the completion of this contract, or at such time as this contract is terminated, will verify the propriety of reported overhead.

Facilities Cost of Capital: A pro-rated portion of the actual facilities cost of capital incurred by the CONSULTANT during work is reimbursable only if the estimated facilities cost of capital was specifically identified in the cost proposal for this work (Exhibit A).

- d. Travel and Subsistence: Actual costs in accordance with and not to exceed the amounts set forth in the State of Michigan Standardized Travel Regulations, incorporated herein by reference as if the same were repeated in full herein.
- e. Fixed Fee (Profit): In addition to the payments for direct and overhead costs as hereinbefore provided, the LOCAL AGENCY agrees to pay the CONSULTANT a fixed amount for profit for the SERVICES performed. It is agreed and understood that such amount will constitute full compensation to the CONSULTANT for profit and will not vary because of any differences between the estimated cost and the actual cost for work performed, except that in the event this contract is terminated, payment of a fixed fee (profit) in respect to the PROJECT shall be in an amount which can be established by the CONSULTANT from its accounts and records and subject to the provisions of Section 18.
- f. Subconsultant Costs: Actual costs of subconsultants performing SERVICES under this Contract. Amounts for fixed fees paid by the CONSULTANT to the subconsultant will not be considered an actual cost of the CONSULTANT, but will be considered a part of the fixed fee of the CONSULTANT.
- g. Those costs incurred by the CONSULTANT in the utilization of the subcontracted services of **Professional Service Industries, Inc.** shall be excluded from the calculation of the CONSULTANT'S percentage of SERVICES completed, as set forth in Section 17a., but will be reimbursed by the LOCAL AGENCY. Payment by the LOCAL AGENCY will be made directly to the CONSULTANT. The PROJECT cost attributable to **Professional Service Industries, Inc.** is estimated to be **Two thousand five hundred ninety six dollars and seventy six cents (\$2,596.76).**

The maximum amount, including the fixed fee (profit), hereinbefore set forth in this Section, shall not be exceeded except by the execution of an amendment to this contract by and between the parties hereto and with approval by the DEPARTMENT and the FHWA. Payment shall be made as hereinafter set forth.

17. Make payments to the CONSULTANT in accordance with the following procedures:

- a. Progress payments may be made for reimbursement of amounts earned to date and shall include direct costs, other direct costs, calculated amounts

for overhead using overhead, and facilities cost of capital using applied rates, set forth hereinbefore, plus a portion of the fixed fee.

The portion of the fixed fee which may be included in progress payments shall be equal to the total fixed fee multiplied by the percentage of the work which has been completed to date of billing.

- b. Partial payments will be made upon the submission by the CONSULTANT of a billing, accompanied by properly completed reporting forms and such other evidence of progress as may be required by the LOCAL AGENCY. Partial payments shall be made only once a month.
- c. Final billing under this contract shall be submitted in a timely manner but not later than three (3) months after completion of the SERVICES. Billings for work submitted later than three (3) months after completion of SERVICES will not be paid. Final payment, including adjustments of direct salary costs, other direct costs and overhead costs, will be made upon completion of audit by the LOCAL AGENCY and/or as appropriate, by representatives of the DEPARTMENT and the FHWA. In the event such audit indicates an overpayment, the CONSULTANT will repay the LOCAL AGENCY within 30 days of the date of the invoice.

18. If SERVICES, or any part thereof, are terminated before completed, pay the CONSULTANT as follows:

- a. Pay the CONSULTANT actual cost plus overhead, as defined herein, incurred for the work to be terminated up to the time of termination, as set forth in Section 20. The CONSULTANT will also be reimbursed a proportionate share of the fixed fee based on the portion of the project that is completed, as determined by the DEPARTMENT. The DEPARTMENT will receive the work product produced by the CONSULTANT under this Contract up to the time of termination, prior to the CONSULTANT being reimbursed. In no case will the compensation paid to the CONSULTANT for partial completion of the SERVICES exceed the amount the CONSULTANT would have received had the SERVICES been completed.
- b. In no case, shall the compensation paid to the CONSULTANT for SERVICES, or any part thereof, exceed the amount the CONSULTANT would receive had the SERVICES, or the terminated portion thereof, been completed.

IT IS FURTHER AGREED THAT:

19. Upon completion or termination of this contract, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of SERVICE, shall become the property of the LOCAL AGENCY.

20. No portion of the PROJECT work, hereto before defined, shall be sublet, assigned, or otherwise disposed of except as herein provided or with the prior written consent of the LOCAL AGENCY and approval by the DEPARTMENT and the FHWA. Consent to sublet, assign or otherwise dispose of any portion of the SERVICES shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of this contract.

21. All questions which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, and the interpretation of plans and specifications shall be decided by the LOCAL AGENCY'S PROJECT Engineer. All questions as to the satisfactory and acceptable fulfillment of the terms of this contract shall be decided by the LOCAL AGENCY.

22. Any change in SERVICES to be performed by the CONSULTANT involving extra compensation must be authorized in writing by the LOCAL AGENCY and approved by the DEPARTMENT and the FHWA prior to the performance thereof by the CONSULTANT and requires an amendment to this Contract.

The CONSULTANT and the LOCAL AGENCY specifically agree that in the event problems arise that may be the result of errors and/or omissions by the CONSULTANT or due to a failure of the CONSULTANT to otherwise perform in accordance with this contract, the CONSULTANT will be held responsible with no cost to the LOCAL AGENCY or in accordance with the LOCAL AGENCY'S dispute resolution process if applicable.

23. In addition, the CONSULTANT shall comply with, and shall require any contractor or subcontractor to comply with, the following:

- a. In connection with the performance of the PROJECT under this contract, the CONSULTANT (hereinafter in Appendix "A" referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix "A," attached hereto and made a part hereof and will require a similar covenant on the part of any contractor or subcontractor employed in the performance of this contract.
- b. During the performance of this contract, the CONSULTANT for itself, its assignees, and successors in interest (hereinafter in Appendix "B" referred to as the "contractor") agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B," attached hereto and made a part hereof and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- c. The parties hereto further agree that they accept the DEPARTMENT'S Minority Business Enterprises/Women's Business Enterprises (MBE/WBE) Program with respect to the PROJECT and will abide by the provisions set forth in Appendix "C," attached hereto and made a part hereof, being an excerpt from Title 42 C.F.R. Part 23, more specifically 23.43(a)(1) and (2) thereof.

24. The CONSULTANT warrants that it has not employed or retained any company or person other than bona fide employees working solely for the CONSULTANT, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the LOCAL AGENCY shall have the right to annul this contract without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.

25. The CONSULTANT specifically agrees that in the performance of SERVICES herein enumerated by it, or by an approved subcontractor, or anyone acting in its behalf, they will, to the best of their professional knowledge and ability, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations.

26. No charges or claims for damages shall be made by the CONSULTANT for delays or hindrances from any cause whatsoever during the progress of any portions of the SERVICES specified in this contract, except as hereinafter provided.

In case of a substantial delay on the part of the LOCAL AGENCY in providing to the CONSULTANT either the necessary information or approval to proceed with the work, resulting, through no fault of the CONSULTANT, in delays of such extent as to require the CONSULTANT to perform its work under changed conditions not contemplated by the parties, the LOCAL AGENCY will consider supplemental compensation limited to increased costs incurred as a direct result of such delays. Any claim for supplemental compensation must be in writing and accompanied by substantiating data. Authorization of such supplemental compensation shall be by an amendment to this contract subject to prior approval by the DEPARTMENT and the FHWA.

When delays are caused by circumstances or conditions beyond the control of the CONSULTANT, as determined by the LOCAL AGENCY, the CONSULTANT shall be granted an extension of time for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the permitting of the CONSULTANT to proceed to complete the SERVICES, or any part of them, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LOCAL AGENCY of any of its rights herein set forth.

27. In case the CONSULTANT deems extra compensation will be due it for work or materials not clearly covered in this contract, or not ordered by the LOCAL AGENCY as a change, or due to changed conditions, the CONSULTANT shall notify the LOCAL AGENCY in writing of its intention to make claim for such extra compensation before beginning such work. Failure on the part of the CONSULTANT to give such notification will constitute a waiver of the claim for such extra compensation. The filing of such notice by the CONSULTANT shall not in any way be construed to establish the validity of the claim. Such extra compensation shall be provided only by amendment to this contract with approval of the DEPARTMENT and the FHWA.

28. The CONSULTANT agrees to obtain the necessary liability insurance, acceptable to the LOCAL AGENCY, naming the City of Troy, the Michigan State Transportation Commission, and the Michigan Department of Transportation as insured, and to provide the

LOCAL AGENCY with evidence of said insurance, and to indemnify and save harmless the LOCAL AGENCY, the Michigan State Transportation Commission, and the DEPARTMENT, their officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the CONSULTANT in the performance of this contract.

29. This contract shall be terminated upon advisement to the CONSULTANT by the LOCAL AGENCY that its SERVICES are completed and accepted.

30. The CONSULTANT'S signature on this Contract constitutes the CONSULTANT'S certification of "status" under penalty of perjury under the laws of the United States in respect to 49 CFR, Part 29 pursuant to Executive Order 12549.

The certification, which is included as a part of this Contract as Attachment "A," is Appendix A of 49 CFR Part 29, and applies to the CONSULTANT (referred to in Appendix A of 49 CFR Part 29 as "the prospective primary participant").

The CONSULTANT is responsible for obtaining the same certification from all subcontractors under this contract by inserting the following paragraph in all subcontracts:

"The subcontractor's signature on this Contract constitutes the subcontractor's certification of 'status' under penalty of perjury under the laws of the United States in respect to 49 CFR, Part 29 pursuant to Executive Order 12549. The certification, which is included as a part of this Contract as Attachment "B," is Appendix B of 49 CFR, Part 29."

This certification is required of all subcontractors, testing laboratories, and other lower tier participants with which the CONSULTANT enters into a written arrangement for the procurement of goods or services provided for in this Contract.

31. The CONSULTANT hereby agrees that the costs reported to the LOCAL AGENCY for this Contract shall represent only those items which are properly chargeable in accordance with this Contract. The CONSULTANT also hereby certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

32. Upon execution of this contract by the parties hereto, the same shall become binding on the parties hereto and their successors and assigns, until such time as all work contemplated hereunder is complete, or until such time as this contract is terminated by mutual consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized agents and representatives the day and year first above written.

CONSULTANT

BY: Walter H. Alon
TITLE: Vice Pres.

BY: _____
TITLE: _____

City of Troy

BY: _____
TITLE: **Mayor – Louise E. Schilling**

BY: _____
TITLE: **City Clerk – Tonni L. Bartholomew**

SUBCONTRACT NO. _____
CONTROL SECTION NO. STUL 63459
JOB NO. 104678A
FED. PROJECT NO. _____
FED. ITEM NO. _____

CERTIFICATION

I hereby certify that I am Walter H. Alix and a duly authorized representative of the firm of Hubbell, Roth & Clark, Inc., whose address is 2001 Centerpoint, Suite 109, Pontiac, MI 48341 and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Hubbell, Roth & Clark, Inc.) to solicit or secure this contract.

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Hubbell, Roth & Clark, Inc.) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract:

except as here expressly stated (if any):

I acknowledge that this certification is to be furnished to the Michigan Department of Transportation in connection with this contract involving participation of state and/or federal funds, and is subject to applicable state and federal laws, both criminal and civil.

12/11/09

Date

Walter H. Alix

Signature

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March, 1998

APPENDIX B

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as following:

1. Compliance with Regulations: The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities, as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Michigan Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the state, and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

General Requirements for Recipients

Excerpts from USDOT Regulation 49 CFR, Part 23, Section 23.43

- A. Policy: It is the policy of the Department that MBE as defined in 49 CFR, Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the MBE requirements of 49 CFR, Part 23, apply to this contract.
- B. MBE Obligation: The recipient or its contractor agrees to ensure that MBE as defined in 49 CFR, Part 23, has the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR, Part 23, to ensure that MBE has the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of departmentally-assisted contracts.
- C. If, as a condition of assistance, the recipient has submitted and the department has approved a minority business enterprise affirmative action program which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to this recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR, Part 23, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the recipient to obtain future departmental, financial assistance.
- D. The Department hereby advises each recipient, contractor, or subcontractor that failure to carry out the requirements set forth in Section 23.43(a) 49 CFR, Part 23, shall constitute a breach of contract, and after the notification of the USDOT, may result in termination of the agreement or contract by the Department or such remedy as the Department deems appropriate.

ATTACHMENT A
(This is a reproduction of Appendix A of 49 CFR Part 29)
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposed," and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules impending Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally processed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

March 9, 1989

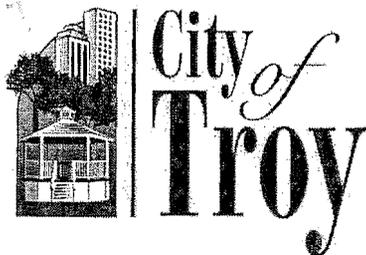
ATTACHMENT B
(This is a reproduction of Appendix B of 49 C.F.R. Part 29)
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction," without notification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (517) 335-2513 or (517) 335-2514).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



CITY COUNCIL ACTION REPORT

December 11, 2009

TO: John Szerlag, Acting City Manager

FROM: Mark F. Miller, Acting Assistant City Manager/Economic Development Services
Steven J. Vandette, City Engineer *SJV*

SUBJECT: Private Agreement for Renaissance Spa
Project No. 08.905.3

Recommendation:

- The Engineering Department has reviewed the plans for this project and recommends approval. The plans include water main, sanitary sewer, storm sewer, paving and sidewalks. The site is located on the north side of Big Beaver east of Livernois in Section 22.

Financial Considerations:

- The owner has provided the necessary escrow deposit and paid the cash fees in accordance with the attached Private Agreement.

Legal Considerations:

- There are no legal considerations associated with this item.

Policy Considerations:

- Troy is rebuilding for a healthy economy reflecting the values of a unique community in a changing and interconnected world.

cc: Tonni Bartholomew, City Clerk (Original Agreement)
James Nash, Financial Services Director

Prepared by: G. Scott Finlay, PE

G:\Projects\Projects - 2008\08.905.3 - Renaissance Spa\Agenda Item Memo (commercial).doc

City Of Troy

Contract for Installation of Municipal Improvements (Private Agreement)

Project No.: **08.905.3**

Project Location: **SW 1/4 Section 22**

Resolution No:

Date of Council Approval:

This Contract, made and entered into this _____ day of December, 2009 by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and RPS, Troy LLC whose address is 21000 Twelve Mile, Suite 105, St. Clair Shores, MI 48081 and whose telephone number is 586-779-3030 hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of **Water Main, Sanitary Sewer, Storm Sewer, Paving and Sidewalks** in accordance with plans prepared by **Giffels-Webster Engineers, Inc** whose address is **407 E. Fort St., Site 600, Detroit, MI 48226** and whose telephone number is **313-962-4442** 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 \$ 30,741.00. This amount will be deposited with the City in the form of (check one):

- Cash
- Certificate of Deposit & 10% Cash
- Irrevocable Bank Letter of Credit & 10% Cash
- Check
- Performance Bond & 10% Cash \$3,074.10

Refundable cash deposit in the amount of \$ 5,000.00. This amount will be deposited with the City in the form of (check one):

- Cash
- Check

Non-refundable cash fees in the amount of \$8,296.00. This amount will be paid to the City in the form of (check one):

- Cash
- Check

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 2 day of December, 2009.

OWNERS

CITY OF TROY

By:

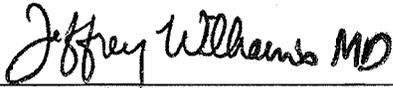
By:



William A. Stefani

Please Print or Type

Louise E. Schilling, Mayor



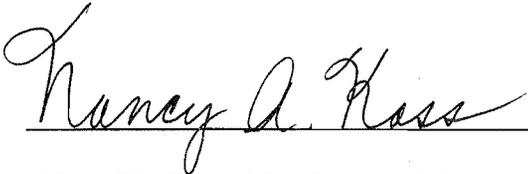
Jeffrey Williams

Please Print or Type

Tonni Bartholomew, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

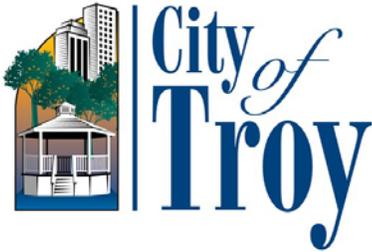
On this 2ND day of DECEMBER, A.D. 2009, before me personally appeared WILLIAM A. STEFANI AND JEFFREY WILLIAMS known by me to be the same person(s) who executed this instrument and who acknowledged this to be his/her/their free act and deed.



NOTARY PUBLIC, Oakland County, Michigan

My commission expires: 2-8-12

Nancy A. Koss
Notary Public, Oakland County, MI
Acting in OAKLAND County
My Commission Expires February 8, 2012



CITY COUNCIL ACTION REPORT

December 15, 2009

TO: John Szerlag, City Manager

FROM: Tonni L. Bartholomew, City Clerk

SUBJECT: Request for Recognition as a Nonprofit Organization Status from Milton A. Gust, Executive Secretary for the Order of *Ahepa District #10, Educational Foundation*

Background:

- Attached is a request from Milton A. Gust, Executive Secretary for the *Order of Ahepa District #10, Educational Foundation* seeking recognition as a nonprofit organization status for the purpose of obtaining a charitable gaming license for fundraising purposes.
- It has been City Management's practice to support the approval of all such requests.



THE ORDER OF AHEPA
DISTRICT #10
EDUCATIONAL FOUNDATION



To: Honorable Mayor City of Troy and City Council Members
From: Mr. Milton A. Gust, Executive Secretary,
Order of Ahepa District #10 Educational Foundation
Subject: Recognition as a Non-Profit Organization for the
Purpose of obtaining a gaming license
Date: December 4, 2009

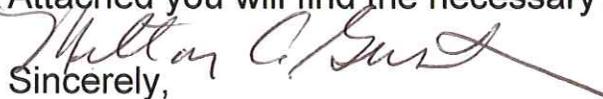
Dear Madam Mayor and City Council Members:

The Order of Ahepa District #10 Educational Foundation, has been in existence since 1975. Its main purpose is to give out educational scholarship awards to both high school seniors as well as college level students. The awards are both merit based as well as need based.

Since its inception our organization has given out in excess of \$325,000.00 to over 350 students state wide. In fact this past year 5 students who either live in Troy, or attend church services in Troy were recipients of our awards. This is not uncommon but since our existence, the City of Troy students have done well in receiving these awards.

We would like to secure with your help a gaming license so that we can have a raffle and with the proceeds from this raffle be able to give out additional awards. At present our lowest award is \$1,000.00.

Attached you will find the necessary documents that you have requested.


Sincerely,

Milton A. Gust

Executive Secretary

Order of Ahepa Dist.#10 Educational Foundation



Charitable Gaming Division
 Box 30023, Lansing, MI 48909
 OVERNIGHT DELIVERY:
 101 E. Hillsdale, Lansing MI 48933
 (517) 335-5780
 www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL 432.103(K)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____,
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

| | |
|---------------|---------------|
| APPROVAL | DISAPPROVAL |
| Yeas: _____ | Yeas: _____ |
| Nays: _____ | Nays: _____ |
| Absent: _____ | Absent: _____ |

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
 PENALTY: Possible denial of application.
 BSL-CG-1153(R6/09)

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 26 2001

ORDER OF AHEPA DISTRICT 10
EDUCATIONAL FOUNDATION
1628 CRIMSON DR
TROY, MI 48083-5535

Employer Identification Number:

DLN:

Contact Person:

DAVID V SCIAN

ID# 31369

Contact Telephone Number:

(877) 829-5500

Our Letter Dated:

April 1998

Addendum Applies:

No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Letter 1050 (DO/CG)

ORDER OF AHEPA DISTRICT 10

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



Steven T. Miller
Director, Exempt Organizations

Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code

OMB No. 1545-0056
 If exempt status is approved, this application will be open for public inspection.

Read the instructions for each Part carefully.
 A User Fee must be attached to this application.
 If the required information and appropriate documents are not submitted along with Form 8718 (with payment of the appropriate user fee), the application may be returned to you.
 Complete the Procedural Checklist on page 7 of the instructions.

Part I Identification of Applicant

| | | |
|--|---|--|
| 1a Full name of organization (as shown in organizing document) Order of Ahepa District #10 Educational Foundation | | 2 Employer identification number (EIN) (If none, see page 2 of the instructions.) 38 [REDACTED] |
| 1b c/o Name (if applicable) Milton A. Gust | | 3 Name and telephone number of person to be contacted if additional information is needed Duane L. Tarnacki (313) 965-8264 |
| 1c Address (number and street) 1628 Crimson Drive | Room/Suite | |
| 1d City or town, state, and ZIP code Troy, MI 48083 | | 4 Month the annual accounting period ends June |
| 5 Date incorporated or formed 12/23/96 | 6 Activity codes (See page 3 of the instructions.) 040 | 7 Check here if applying under section: a <input type="checkbox"/> 501(e) b <input type="checkbox"/> 501(f) c <input type="checkbox"/> 501(k) |
| 8 Did the organization previously apply for recognition of exemption under this Code section or under any other section of the Code? If "Yes," attach an explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| 9 Is the organization required to file Form 990 (or Form 990-EZ)? If "No," attach an explanation (see page 3 of the Specific Instructions). <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 10 Has the organization filed Federal income tax returns or exempt organization information returns? If "Yes," state the form numbers, years filed, and Internal Revenue office where filed. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |

11 Check the box for the type of organization. ATTACH A CONFORMED COPY OF THE CORRESPONDING ORGANIZING DOCUMENTS TO THE APPLICATION BEFORE MAILING. (See Specific Instructions for Part I, Line 11, on page 3.) Get Pub. 557, Tax-Exempt Status for Your Organization, for examples of organizational documents.)

a Corporation—Attach a copy of the Articles of Incorporation (including amendments and restatements) showing approval by the appropriate state official; also include a copy of the bylaws.

b Trust— Attach a copy of the Trust Indenture or Agreement, including all appropriate signatures and dates.

c Association— Attach a copy of the Articles of Association, Constitution, or other creating document, with a declaration (see instructions) or other evidence the organization was formed by adoption of the document by more than one person; also include a copy of the bylaws.

If the organization is a corporation or an unincorporated association that has not yet adopted bylaws, check here

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

Please Sign Here EXEC. SEC. - TREAS. 1-5-98
 (Signature) (Title or authority of signer) (Date)

Part II Activities and Operational Information

- 1 Provide a detailed narrative description of all the activities of the organization—past, present, and planned. Do not merely refer to or repeat the language in the organizational document. List each activity separately in the order of importance based on the relative time and other resources devoted to the activity. Indicate the percentage of time for each activity. Each description should include, as a minimum, the following: (a) a detailed description of the activity including its purpose and how each activity furthers your exempt purpose; (b) when the activity was or will be initiated; and (c) where and by whom the activity will be conducted.

S E E A T T A C H M E N T

- 2 What are or will be the organization's sources of financial support? List in order of size.

Individual and Chapter contributions and investment income.

- 3 Describe the organization's fundraising program, both actual and planned, and explain to what extent it has been put into effect. Include details of fundraising activities such as selective mailings, formation of fundraising committees, use of volunteers or professional fundraisers, etc. Attach representative copies of solicitations for financial support.

S E E A T T A C H M E N T

Part II Activities and Operational Information (Continued)

4 Give the following information about the organization's governing body:

a Names, addresses, and titles of officers, directors, trustees, etc.

b Annual compensation

S E E A T T A C H M E N T

c Do any of the above persons serve as members of the governing body by reason of being public officials or being appointed by public officials? Yes No
If "Yes," name those persons and explain the basis of their selection or appointment.

d Are any members of the organization's governing body "disqualified persons" with respect to the organization (other than by reason of being a member of the governing body) or do any of the members have either a business or family relationship with "disqualified persons"? (See Specific Instructions for Part II, Line 4d, on page 3.) Yes No
If "Yes," explain.

5 Does the organization control or is it controlled by any other organization? Yes No
Is the organization the outgrowth of (or successor to) another organization, or does it have a special relationship with another organization by reason of interlocking directorates or other factors? Yes No
If either of these questions is answered "Yes," explain.

S E E A T T A C H M E N T

6 Does or will the organization directly or indirectly engage in any of the following transactions with any political organization or other exempt organization (other than a 501(c)(3) organization): (a) grants; (b) purchases or sales of assets; (c) rental of facilities or equipment; (d) loans or loan guarantees; (e) reimbursement arrangements; (f) performance of services, membership, or fundraising solicitations; or (g) sharing of facilities, equipment, mailing lists or other assets, or paid employees? Yes No
If "Yes," explain fully and identify the other organizations involved.

7 Is the organization financially accountable to any other organization? Yes No
If "Yes," explain and identify the other organization. Include details concerning accountability or attach copies of reports if any have been submitted.

S E E A T T A C H M E N T

Part II Activities and Operational Information (Continued)

8 What assets does the organization have that are used in the performance of its exempt function? (Do not include property producing investment income.) If any assets are not fully operational, explain their status, what additional steps remain to be completed, and when such final steps will be taken. If "None," indicate "N/A."

N/A

9 Will the organization be the beneficiary of tax-exempt bond financing within the next 2 years? . . . Yes No

10a Will any of the organization's facilities or operations be managed by another organization or individual under a contractual agreement? . . . Yes No

b Is the organization a party to any leases? . . . Yes No

If either of these questions is answered "Yes," attach a copy of the contracts and explain the relationship between the applicant and the other parties.

11 Is the organization a membership organization? . . . Yes No
If "Yes," complete the following:

a Describe the organization's membership requirements and attach a schedule of membership fees and dues.

b Describe the organization's present and proposed efforts to attract members and attach a copy of any descriptive literature or promotional material used for this purpose.

c What benefits do (or will) the members receive in exchange for their payment of dues?

12a If the organization provides benefits, services, or products, are the recipients required, or will they be required, to pay for them? . . . N/A Yes No
If "Yes," explain how the charges are determined and attach a copy of the current fee schedule.

b Does or will the organization limit its benefits, services, or products to specific individuals or classes of individuals? . . . N/A Yes No
If "Yes," explain how the recipients or beneficiaries are or will be selected.

See the response to Schedule H.

13 Does or will the organization attempt to influence legislation? . . . Yes No
If "Yes," explain. Also, give an estimate of the percentage of the organization's time and funds that it devotes or plans to devote to this activity.

14 Does or will the organization intervene in any way in political campaigns, including the publication or distribution of statements? . . . Yes No
If "Yes," explain fully.

Part III Technical Requirements

1 Are you filing Form 1023 within 15 months from the end of the month in which your organization was created or formed? Yes No
If you answer "Yes," do not answer questions on lines 2 through 7 below.

2 If one of the exceptions to the 15-month filing requirement shown below applies, check the appropriate box and proceed to question 8.

Exceptions—You are not required to file an exemption application within 15 months if the organization:

- a Is a church, interchurch organization of local units of a church, a convention or association of churches, or an integrated auxiliary of a church. See Specific Instructions, Line 2a, on page 4;
- b Is not a private foundation and normally has gross receipts of not more than \$5,000 in each tax year; or
- c Is a subordinate organization covered by a group exemption letter, but only if the parent or supervisory organization timely submitted a notice covering the subordinate.

3 If the organization does not meet any of the exceptions on line 2 above, are you filing Form 1023 within 27 months from the end of the month in which the organization was created or formed? Yes No

If "Yes," your organization qualifies under section 4.01 of Rev. Proc. 92-85, 1992-2 C.B. 490, for an automatic 12-month extension of the 15-month filing requirement. Do not answer questions 4 through 7.

If "No," answer question 4.

4 If you answer "No" to question 3, has the organization been contacted by the IRS regarding its failure to file Form 1023 within 27 months from the end of the month in which the organization was created or formed? Yes No

If "No," your organization is requesting an extension of time to apply under the "reasonable action and good faith" requirements of section 5.01 of Rev. Proc. 92-85. Do not answer questions 5 through 7.

If "Yes," answer question 5.

5 If you answer "Yes" to question 4, does the organization wish to request relief from the 15-month filing requirement? Yes No

If "Yes," give the reasons for not filing this application prior to being contacted by the IRS. See Specific Instructions, Line 5, on page 4 before completing this item. Do not answer questions 6 and 7.

If "No," answer question 6.

6 If you answer "No" to question 5, your organization's qualification as a section 501(c)(3) organization can be recognized only from the date this application is filed with your key District Director. Therefore, do you want us to consider the application as a request for recognition of exemption as a section 501(c)(3) organization from the date the application is received and not retroactively to the date the organization was created or formed? Yes No

7 If you answer "Yes" to question 6 above and wish to request recognition of section 501(c)(4) status for the period beginning with the date the organization was formed and ending with the date the Form 1023 application was received (the effective date of the organization's section 501(c)(3) status), check here and attach a completed page 1 of Form 1024 to this application.

Part III Technical Requirements (Continued)

- 8 Is the organization a private foundation?
 Yes (Answer question 9.)
 No (Answer question 10 and proceed as instructed.)

- 9 If you answer "Yes" to question 8, does the organization claim to be a private operating foundation?
 Yes (Complete Schedule E.)
 No

After answering question 9 on this line, go to line 15 on page 7.

- 10 If you answer "No" to question 8, indicate the public charity classification the organization is requesting by checking the box below that most appropriately applies:

THE ORGANIZATION IS NOT A PRIVATE FOUNDATION BECAUSE IT QUALIFIES:

- | | | |
|---|---|--|
| a | <input type="checkbox"/> As a church or a convention or association of churches (CHURCHES MUST COMPLETE SCHEDULE A.) | Sections 509(a)(1) and 170(b)(1)(A)(i) |
| b | <input type="checkbox"/> As a school (MUST COMPLETE SCHEDULE B.) | Sections 509(a)(1) and 170(b)(1)(A)(ii) |
| c | <input type="checkbox"/> As a hospital or a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital (MUST COMPLETE SCHEDULE C.) | Sections 509(a)(1) and 170(b)(1)(A)(iii) |
| d | <input type="checkbox"/> As a governmental unit described in section 170(c)(1). | Sections 509(a)(1) and 170(b)(1)(A)(v) |
| e | <input type="checkbox"/> As being operated solely for the benefit of, or in connection with, one or more of the organizations described in a through d, g, h, or i (MUST COMPLETE SCHEDULE D.) | Section 509(a)(3) |
| f | <input type="checkbox"/> As being organized and operated exclusively for testing for public safety. | Section 509(a)(4) |
| g | <input type="checkbox"/> As being operated for the benefit of a college or university that is owned or operated by a governmental unit. | Sections 509(a)(1) and 170(b)(1)(A)(iv) |
| h | <input checked="" type="checkbox"/> As receiving a substantial part of its support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public. | Sections 509(a)(1) and 170(b)(1)(A)(vi) |
| i | <input type="checkbox"/> As normally receiving not more than one-third of its support from gross investment income and more than one-third of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions). | Section 509(a)(2) |
| j | <input type="checkbox"/> The organization is a publicly supported organization but is not sure whether it meets the public support test of block h or block i. The organization would like the IRS to decide the proper classification. | Sections 509(a)(1) and 170(b)(1)(A)(vi) or Section 509(a)(2) |

If you checked one of the boxes a through f in question 10, go to question 15. If you checked box g in question 10, go to questions 12 and 13. If you checked box h, i, or j, in question 10, go to question 11.

Part III Technical Requirements (Continued)

- 11 If you checked box h, i, or j in question 10, has the organization completed a tax year of at least 8 months?
 Yes—Indicate whether you are requesting:
 A definitive ruling (Answer questions 12 through 15.)
 An advance ruling (Answer questions 12 and 15 and attach two Forms 872-C completed and signed.)
 No—You must request an advance ruling by completing and signing two Forms 872-C and attaching them to the application.
- 12 If the organization received any unusual grants during any of the tax years shown in Part IV-A, attach a list for each year showing the name of the contributor; the date and the amount of the grant; and a brief description of the nature of the grant.

N/A

- 13 If you are requesting a definitive ruling under section 170(b)(1)(A)(iv) or (vi), check here and:
 a Enter 2% of line 8, column (e), Total, of Part IV-A.
 b Attach a list showing the name and amount contributed by each person (other than a governmental unit or "publicly supported" organization) whose total gifts, grants, contributions, etc., were more than the amount entered on line 13a above.
- 14 If you are requesting a definitive ruling under section 509(a)(2), check here and:
 a For each of the years included on lines 1, 2, and 9 of Part IV-A, attach a list showing the name of and amount received from each "disqualified person." (For a definition of "disqualified person," see Specific Instructions, Part II, Line 4d, on page 3.)
 b For each of the years included on line 9 of Part IV-A, attach a list showing the name of and amount received from each payer (other than a "disqualified person") whose payments to the organization were more than \$5,000. For this purpose, "payer" includes, but is not limited to, any organization described in sections 170(b)(1)(A)(i) through (vi) and any governmental agency or bureau.

| 15 Indicate if your organization is one of the following. If so, complete the required schedule. (Submit only those schedules that apply to your organization. Do not submit blank schedules.) | Yes | No | If "Yes," complete Schedule: |
|--|-----|----|------------------------------|
| Is the organization a church? | | X | A |
| Is the organization, or any part of it, a school? | | X | B |
| Is the organization, or any part of it, a hospital or medical research organization? | | X | C |
| Is the organization a section 509(a)(3) supporting organization? | | X | D |
| Is the organization a private operating foundation? | | X | E |
| Is the organization, or any part of it, a home for the aged or handicapped? | | X | F |
| Is the organization, or any part of it, a child care organization? | | X | G |
| Does the organization provide or administer any scholarship benefits, student aid, etc.? | X | | H |
| Has the organization taken over, or will it take over, the facilities of a "for profit" institution? . . . | | X | I |

Part IV Financial Data

Complete the financial statements for the current year and for each of the 3 years immediately before it. If in existence less than 4 years, complete the statements for each year in existence. If in existence less than 1 year, also provide proposed budgets for the 2 years following the current year.

A. Statement of Revenue and Expenses

| | Current tax year | 3 prior tax years or proposed budget for 2 years | | | (e) TOTAL | |
|----------|--|--|----------------|-------------|-----------|--|
| | (a) From..... to | (b) 19..... | (c) 19..... | (d) 19..... | | |
| Revenue | 1 Gifts, grants, and contributions received (not including unusual grants—see pages 5 and 6 of the instructions) | | | | | |
| | 2 Membership fees received | | | | | |
| | 3 Gross investment income (see instructions for definition) | | | | | |
| | 4 Net income from organization's unrelated business activities not included on line 3 | | | | | |
| | 5 Tax revenues levied for and either paid to or spent on behalf of the organization | | | | | |
| | 6 Value of services or facilities furnished by a governmental unit to the organization without charge (not including the value of services or facilities generally furnished the public without charge). | | | | | |
| | 7 Other income (not including gain or loss from sale of capital assets) (attach schedule) | | SEE ATTACHMENT | | | |
| | 8 Total (add lines 1 through 7) | | | | | |
| | 9 Gross receipts from admissions, sales of merchandise or services, or furnishing of facilities in any activity that is not an unrelated business within the meaning of section 513. Include related cost of sales on line 22. | | | | | |
| | 10 Total (add lines 8 and 9) | | | | | |
| | 11 Gain or loss from sale of capital assets (attach schedule). | | | | | |
| | 12 Unusual grants. | | | | | |
| | 13 Total revenue (add lines 10 through 12) | | | | | |
| Expenses | 14 Fundraising expenses | | | | | |
| | 15 Contributions, gifts, grants, and similar amounts paid (attach schedule) | | | | | |
| | 16 Disbursements to or for benefit of members (attach schedule) | | | | | |
| | 17 Compensation of officers, directors, and trustees (attach schedule) | | | | | |
| | 18 Other salaries and wages | | | | | |
| | 19 Interest | | | | | |
| | 20 Occupancy (rent, utilities, etc.) | | | | | |
| | 21 Depreciation and depletion | | | | | |
| | 22 Other (attach schedule) | | | | | |
| | 23 Total expenses (add lines 14 through 22) | | | | | |
| | 24 Excess of revenue over | | | | | |

Part IV Financial Data (Continued)

B. Balance Sheet (at the end of the period shown)

Current tax year
Date:.....11/30/97

| Assets | | | |
|-----------------------------|--|----|-----|
| 1 | Cash | 1 | |
| 2 | Accounts receivable, net | 2 | |
| 3 | Inventories | 3 | |
| 4 | Bonds and notes receivable (attach schedule) | 4 | |
| 5 | Corporate stocks (attach schedule). | 5 | |
| 6 | Mortgage loans (attach schedule) | 6 | |
| 7 | Other investments (attach schedule) | 7 | |
| 8 | Depreciable and depletable assets (attach schedule). | 8 | |
| 9 | Land | 9 | |
| 10 | Other assets (attach schedule) | 10 | |
| 11 | Total assets (add lines 1 through 10) | 11 | -0- |
| Liabilities | | | |
| 12 | Accounts payable | 12 | |
| 13 | Contributions, gifts, grants, etc., payable | 13 | |
| 14 | Mortgages and notes payable (attach schedule) | 14 | |
| 15 | Other liabilities (attach schedule) | 15 | |
| 16 | Total liabilities (add lines 12 through 15) | 16 | -0- |
| Fund Balances or Net Assets | | | |
| 17 | Total fund balances or net assets | 17 | |
| 18 | Total liabilities and fund balances or net assets (add line 16 and line 17) | 18 | -0- |

If there has been any substantial change in any aspect of the organization's financial activities since the end of the period shown above, check the box and attach a detailed explanation

Schedule H. Organizations Providing Scholarship Benefits, Student Aid, etc., to Individuals

1a Describe the nature and the amount of the scholarship benefit, student aid, etc., including the terms and conditions governing its use, whether a gift or a loan, and how the availability of the scholarship is publicized. If the organization has established or will establish several categories of scholarship benefits, identify each kind of benefit and explain how the organization determines the recipients for each category. Attach a sample copy of any application the organization requires individuals to complete to be considered for scholarship grants, loans, or similar benefits. (Private foundations that make grants for travel, study, or other similar purposes are required to obtain advance approval of scholarship procedures. See Regulations sections 53.4945-4(c) and (d).)

SEE ATTACHMENT

b If you want this application considered as a request for approval of grant procedures in the event we determine that the organization is a private foundation, check here

c If you checked the box in 1b above, check the boxes for which you wish the organization to be considered.

4945(g)(1)

4945(g)(2)

4945(g)(3)

2 What limitations or restrictions are there on the class of individuals who are eligible recipients? Specifically explain whether there are, or will be, any restrictions or limitations in the selection procedures based upon race or the employment status of the prospective recipient or any relative of the prospective recipient. Also indicate the approximate number of eligible individuals.

SEE ATTACHMENT

3 Indicate the number of grants the organization anticipates making annually 16-18

4 If the organization bases its selections in any way on the employment status of the applicant or any relative of the applicant, indicate whether there is or has been any direct or indirect relationship between the members of the selection committee and the employer. Also indicate whether relatives of the members of the selection committee are possible recipients or have been recipients.

No members of the selection committee or their relatives are eligible for scholarship awards.

5 Describe any procedures the organization has for supervising grants (such as obtaining reports or transcripts) that it awards and any procedures it has for taking action if the terms of the grant are violated.

SEE ATTACHMENT

Order of Ahepa District #10 Educational Foundation
1628 Crimson Drive
Troy, MI 48083

FORM 1023
Part II, Line 1

The Order of Ahepa (American Hellenic Educational Progressive Association), an organization described in Section 501(c)(8) of the Internal Revenue Code, was founded in Atlanta, Georgia in 1922 for the purpose of assisting all immigrants of Greek descent to achieve American citizenship through individual city chapters. Chapter meetings are based on the principles of American government, the use of, and increased fluency in, the English language and facilitating assimilation by encouraging members to participate actively in the civic life of their communities. Ahepa now spans the entire United States, Canada, Australia and the Bahamas. Although approximately 95% of the membership of Ahepa consists of American or Canadian citizens of Hellenic descent, membership is open to anyone who believes in the objectives of the Order. The Ahepa has three auxiliaries: The Daughters of Penelope - the senior women's auxiliary; the Maids of Athena - the young women's auxiliary; and the Sons of Pericles - the young men's auxiliary. Together, the Ahepa and its three auxiliaries make up the Ahepa "family." The Ahepa and each auxiliary consists of individual chapters operating under the lodge system.

In the state of Michigan, thirteen Ahepa and twelve Daughters chapters have joined to sponsor the order of Ahepa District #10 Educational Foundation. Each year, graduating high school seniors that are affiliated with the Ahepa family, the Greek Orthodox Church or are of Hellenic descent are honored at a banquet and awarded scholarships for exceptional high school academic and/or athletic achievements. Applications for these scholarships are distributed to the Greek Orthodox churches, all local Ahepa family chapters in the state of Michigan and local high schools. The scholarship program was established and has been operated as a program of the Order of Ahepa District #10 since 1975. Since that time, \$119,950 has been awarded to approximately 185 students. The student application for the 1997 program is attached hereto.

The Foundation was incorporated in the state of Michigan in 1996 as a non-profit organization. Upon receipt of the determination letter, the scholarship program will be transferred to the Foundation. It is the intent of the Board to use the interest from endowed scholarships and from annual chapter donations as well as membership in the E-Club, an auxiliary support group of the Order of Ahepa District #10 open to the general public whose minimal membership dues are used exclusively for scholarship awards, to provide the basis of monies that will be used to provide the scholarships to individual students.

The Foundation's Board consists of three members from the Order of Ahepa who are elected in staggered three-year terms as well as three Daughters of Penelope who are also elected in the same manner. Each year, one Ahepan and one Daughter of Penelope are elected at the District Convention to serve on the Board. In addition, the district governor of both the Ahepa and Daughters of Penelope are members of the Board by virtue of their title for their term of office. Finally, the Board has appointed an executive secretary-treasurer to run the day-to-day operations. Each year the Board, at its first meeting of the year after the district convention, elects within its membership a chairman and a vice chairman. Each year, the Board solicits scholarship funds and students. Scholarship funds are sought from and provided by civic-minded

Order of Ahepa District #10 Educational Foundation
1628 Crimson Drive
Troy, MI 48083

individuals and the respective Ahepa and Daughters of Penelope chapters in the state of Michigan.

FORM 1023
Part II, Line 3

The Foundation's fundraising program includes an annual solicitation by the Board of Directors from individual contributors for the current year. Solicitation by the Board members each year involves sending solicitation letters to contributors from prior years and new prospects as identified by members of the Order of Ahepa District #10 and the Daughters of Penelope District #10. Thereafter, Foundation directors pursue the solicitation personally, by, for example, phone calls and personal visits. All such efforts are on a volunteer basis. Professional fund raisers are not used. A brochure is distributed describing the purpose of the solicitation. A memorial envelope is also distributed as a means of soliciting funds. Copies of the brochure and memorial envelope are attached.

Future activities that may be considered are a 25th anniversary dinner-dance and commemorative album and a recognition dinner-dance and commemorative album for memorial scholarship benefactors.

FORM 1023
Part II, Line 4(a)

1997-1998 BOARD OF DIRECTORS

Ms. Beth Gregory (Chairman)
919 Sunny Beach Blvd.
White Lake, MI 48386

Dr. John G. Pappas (Vice Chairman)
1843 Collegewood Dr.
Ypsilanti, MI 48197

Mrs. Georgia Sekles
4091 Fox Pointe Dr.
Orchard Lake, MI 48323

Dr. Mike Syropoulos, District Gov. Order of Ahepa
46602 Red River Dr.
Macomb Twp., MI 48044

Mr. Ted Corakis
District Lt. Gov. Order of Ahepa
P.O. Box 312
Oshtemo, MI 49077

Mr. Milton A. Gust (Exec.
Secretary-Treasurer)
1628 Crimson Drive
Troy, MI 48083

Mrs. Anne Hulce
1900 Weldon
Ann Arbor, MI 48103

Mr. George Kallos
20 Winfred Place
Saginaw, MI 48602

George Papageorgiou
5310 Longmeadow
Bloomfield Hills, MI 48304

Order of Ahepa District #10 Educational Foundation
1628 Crimson Drive
Troy, MI 48083



Mrs. Perry Katsikas
District Gov. Daughters of Penelope
2533 Londonderry
Ann Arbor, MI 48104

Mrs. Emily Cunningham
District Lt. Gov. Daughters of
Penelope
1250 S. Oxford
Grosse Pointe Woods, MI 48236

FORM 1023
Part II, Line 4(b)

All directors and officers, other than the Executive Secretary-Treasurer, serve as unpaid volunteers. The Executive Secretary-Treasurer receives \$1,200 per year as an honorarium.

FORM 1023
Part II, Line 5

The Foundation Board consists of individuals who come from Order of Ahepa and Daughters of Penelope chapters located in District #10 (state of Michigan), and who are elected at the annual Order of Ahepa and Daughters of Penelope District #10 convention. In addition, the Order of Ahepa and the Daughters of Penelope District #10 Governors are appointed as members of the Foundation Board by virtue of their respective positions for the duration of their terms of office

FORM 1023
Part II, Line 7

The Foundation is financially accountable to the Order of Ahepa District #10 and Daughters of Penelope District #10 convention delegates. A detailed financial report is presented at each year's district convention. A copy of this annual report is given to each delegate and chapter representative for their files. A copy of the 1997 Annual Report is attached hereto.

Order of Ahepa District #10 Educational Foundation
 1628 Crimson Drive
 Troy, MI 48083



FORM 1023
 PART IV, A. STATEMENT OF REVENUE AND EXPENSES

| | ACTUAL | | PROPOSED BUDGETS | | TOTAL |
|--|---------------------|----------------------|---------------------|--------------------|-----------------|
| | 7/1/97- 11/30/97 | 12/23/96- 6/30/97 | 12/1/97- 5/30/98 | 6/1/98- 5/30/99 | |
| Gifts, grants, and contributions received | \$0 | \$0 | \$11,225 | \$11,800 | \$23,025 |
| Gross investment income | \$0 | \$0 | \$11,000 | \$11,500 | \$22,500 |
| TOTAL REVENUE | \$0 | \$0 | \$22,225 | \$23,300 | \$45,525 |
| Contributions, gifts, grants, and similar amounts paid | \$0 | \$0 | \$12,000 | \$12,500 | |
| Secretarial Honorarium | \$0 | \$0 | \$1,200 | \$1,200 | |
| Lodging Expenses for Scholarship Recipients | \$0 | \$0 | \$1,000 | \$1,100 | |
| New Scholarship Designations | \$0 | \$0 | \$6,375 | \$6,500 | |
| Printing | \$0 | \$0 | \$250 | \$300 | |
| Office Supplies | \$0 | \$0 | \$400 | \$500 | |
| Telephone | \$0 | \$0 | \$500 | \$600 | |
| Postage | \$0 | \$0 | \$500 | \$600 | |
| TOTAL EXPENSES | \$0 | \$0 | \$22,225 | \$23,300 | |
| EXCESS OF REVENUE OVER EXPENSES | \$0 | \$0 | \$0 | \$0 | |

The Foundation has run its scholarship program since 1975 as a program of the Order of Ahepa District #10. Financial information for these years is available for review, although no distinction was made upon becoming a corporation in December, 1996. None of this money has been transferred to the corporation at this time.

Order of Ahepa District #10 Educational Foundation
1628 Crimson Drive
Troy, MI 48083

FORM 1023

**Schedule H. Organizations Providing Scholarship Benefits, Student Aid, etc. to
Individuals**

Line 1a

The Foundation provides gifts of varying amounts between \$400 and \$1,100 to eligible applicants which do not have to be paid back to the Foundation. The availability of the scholarship is published by distributing applications to the Greek Orthodox churches, all local Ahepa family chapters in the state of Michigan and local high schools. Scholarship awards are to be used by the recipients for expenses related to their education, including tuition, fees, books, room and board, and other incidental expenses. A copy of the Scholarship Application is attached hereto.

FORM 1023

**Schedule H. Organizations Providing Scholarship Benefits, Student Aid, etc. to
Individuals**

Line 2

To be eligible for a scholarship, an applicant must be a current high school student who is graduating in June of the year he or she is applying, must be scholastically qualified and must be of Hellenic descent and/or affiliated with the Order of Ahepa through its Order or its auxiliaries and/or related to a member of the Ahepa organization. The scholarship will be awarded with special emphasis on character and intelligence, capacity in chosen field as reflected in school work, scope of interest as reflected in extra-curricular activities, evidence of leadership and some financial need. There are absolutely no restrictions or limitations in the selection process based upon the race or employment status of the prospective recipient or any relative.

FORM 1023

**Schedule H. Organizations Providing Scholarship Benefits, Student Aid, etc. to
Individuals**

Line 5

The scholarship recipients receive their non-renewable award with a letter stating that their endorsement of the check constitutes acknowledgment that the money will be used for expenses directly related to their college education. Because there are no scholarship renewals, the Foundation does not have any follow-up reporting requirements.

| MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU | | |
|--|-------------------|-----------------------|
| Date Received | | (FOR BUREAU USE ONLY) |
| | | |
| Name Margery Siegel Klausner | | EFFECTIVE DATE: |
| Address Clark Hill P.L.C., 500 Woodward Ave., Ste. 3500 | | |
| City Detroit | State Michigan | |

DOCUMENT WILL BE RETURNED TO NAME AND ADDRESS INDICATED ABOVE

RESTATED ARTICLES OF INCORPORATION
For use by Domestic Nonprofit Corporations

Pursuant to the provisions of Act 162, Public Acts of 1982, as amended (the "Act"), the undersigned Corporation executes the following Restated Articles:

1. The present name of the Corporation is Order of Ahepa District #10 Educational Foundation.
2. The corporation identification number (CID) assigned by the Bureau is 746-105.
3. There are no former names of the Corporation.
4. The date of filing the original Articles of Incorporation was December 23, 1996.

The following Restated Articles of Incorporation supersede the Articles of Incorporation as amended and shall be the Articles of Incorporation for the corporation:

ARTICLE I

The name of the Corporation is Order of Ahepa District #10 Educational Foundation.

ARTICLE II

The Corporation is organized to receive and administer funds exclusively for the purposes set forth in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"), including the promotion and provision of scholarship opportunities to those who seek higher education and the perpetuation of American-Hellenic ideals and traditions. In addition, the Corporation will create, establish and promote educational programs for the enlightenment, progress and benefit of the members of the District #10 Order of Ahepa, its auxiliaries and the public in general. The Corporation will not be conferring degrees or certificates.

ARTICLE III

The Corporation is organized on a nonstock basis.

As of June 18, 1997, the Corporation has no real property and has \$215,000 in cash.

The Corporation is to be financed under the following general plan: Annual Chapter obligations, memorial scholarship donations, membership fees in the Foundation's E-Club and general donations.

The Corporation is organized on a directorship basis.

ARTICLE IV

The address of the current registered office is: 1628 Crimson Drive, Troy, Michigan 48083.

The name of the current resident agent is: Milton A. Gust.

ARTICLE V

The Corporation will at all times be conducted as an organization described in Section 501(c)(3) of the Code. The Corporation will not carry on any activities which are not permitted to be carried on by (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Code, (b) a corporation eligible to receive tax deductible contributions under Section 170(c) and Section 2055, Section 2522 or Section 2106 of the Code, or (c) a nonprofit corporation organized under the laws of the State of Michigan pursuant to the Act.

No part of the assets or net earnings of the Corporation may inure to the benefit of or be distributable to its Directors, officers or other private persons; provided, however, that the Corporation is authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its charitable purposes.

No substantial part of the activities of the Corporation will be the carrying on of propaganda or otherwise attempting to influence legislation. The Corporation will not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office and shall not publish or distribute statements relating to political campaigns.

ARTICLE VI

Except as otherwise provided by law, a volunteer Director or a volunteer officer of the Corporation is not personally liable to the Corporation for monetary damages for a breach of the Director's or officer's fiduciary duty.

The Corporation assumes all liability to any person other than the Corporation for all acts or omissions of a volunteer Director incurred in the good faith performance of his or her duties as a Director.

The Corporation assumes the liability for all acts or omissions of a volunteer Director or volunteer officer, provided that:

- (a) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority;
- (b) the volunteer was acting in good faith;

(c) the volunteer's conduct did not amount to gross negligence or willful or wanton misconduct;

(d) the volunteer's conduct was not an intentional tort; and

(e) the volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle as described in Section 209(e)(v) of the Act.

ARTICLE VII

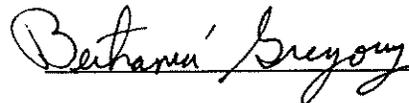
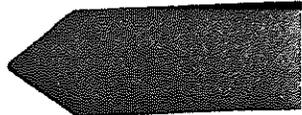
Upon the termination, dissolution or winding up of the Corporation, the Board of Directors will distribute all remaining assets of the Corporation for a purpose or to an organization consistent with the purposes for which this organization was established.

ARTICLE VIII

These Articles may be amended or repealed by a majority vote of the Directors of the Corporation then in office at any regular or special meeting of the Directors provided that any statutory notice requirements are met.

5. These Restated Articles of Incorporation were duly adopted on September 27, 1997, in accordance with the provisions of Section 642 of the Act. These Restated Articles of Incorporation restate, integrate, and do further amend the provisions of the Articles of Incorporation and were duly adopted by the members. The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

Signed this 27th day of September, 1997.

Chairperson

ORDER OF AHEPA DISTRICT #10 EDUCATIONAL FOUNDATION BYLAWS

ARTICLE I

Board of Directors

Section 1. Directorship. The Corporation is organized upon a directorship basis effective October 10, 1997. The property, business affairs of the Corporation will be managed by its Board of Directors.

Section 2. Number and Term of Office. The Board of Directors of this Corporation will consist of 4 Ahepans elected at the AHEPA District #10 Convention and 4 Daughters of Penelope (the "Daughters") elected at the Daughters' District #10 Convention.

The term of office of two of the Directors (one Ahepan and one Daughter) will be for four years, with the term of the remaining Directors being three years from the date of his or her election or appointment by the affirmative vote of a majority of the individuals present at each District Convention and continue until his or her successor has been elected and qualified, unless the Director is appointed to fill a vacancy, in which event it will be for the remainder of the term to which the Director is succeeding. The terms of these Directors will be staggered.

In addition to the foregoing members, the incumbent District Governors of the AHEPA and Daughters will function as voting members of the Board during their respective terms of office. The District Lt. Governors of both Orders will be members of the Board for their respective terms without voting powers in the absence of the Governor.

No other member of the District Lodges will be a member of the Board during his or her term of office.

The Directors may serve only two consecutive three-year or four-year terms. However, after a three-year absence, any person may again be elected or appointed to serve as a Director of the Corporation.

Section 3. Resignation, Removal and Vacancies. A Director may resign by written notice to the Corporation. The resignation will be effective upon its receipt by the Corporation or a subsequent time as set forth in the notice of resignation. A Director may be removed, either with or without cause, by the affirmative vote of a majority of the Directors then in office.

If a vacancy has occurred among the members of the Board as a result of death, resignation, removal, or otherwise, the vacancy may be filled by a majority vote of the Governor and Directors of the Lodge to which that member belongs. A member appointed to fill a vacancy occurring other than by expiration of a term shall be appointed until the following District Convention.

Section 4. General Powers as to Negotiable Paper. The Board of Directors may, from time to time, authorize the making, signature or endorsement of checks, drafts, notes and other negotiable paper or other instruments for the payment of money and designate the persons who will be authorized to make, sign or endorse the same on behalf of the Corporation.

Section 5. Powers as to Other Documents. All material contracts, conveyances and other instruments may be executed on behalf of the Corporation by the Chairman or any Vice Chairman, and if necessary, attested by the Executive Secretary.

Section 6. Compensation. Directors will serve without compensation but may be reimbursed for actual, reasonable and necessary expenses incurred by a Director in his or her capacity as a Director.

Section 7. Establishment of Non-voting Membership Classes. The Board has the right to establish classes of non-voting membership. Non-voting membership in the Corporation shall be open to individuals, organizations, institutions and corporations interested in advancing the purposes of the Corporation.

ARTICLE II

Meetings

Section 1. Annual Meetings. The annual meeting of the Directors of the Corporation will be held in conjunction with the Ahepa's District Convention and the Daughters' District Convention at a place designated by the Directors or at any other place and date as designated by the Directors for the purpose of installing Directors and officers for the ensuing year and for the transaction of other business properly brought before the meeting.

Section 2. Regular Meetings. Regular meetings of the Board of Directors may be held without notice if the time and place of the meeting has been determined by resolution of the Board. At least one regular meeting of the Board must be held each year.

Section 3. Special Meetings. Special meetings of the Directors may be called by the Chairman and will be called by the Chairman or Executive Secretary at the direction of not less than two Directors or as may otherwise be provided by law. Special meetings will be held at the principal office of the Corporation unless otherwise directed by the Chairman or Executive Secretary and stated in the notice of meeting. Any request by the Directors must state the purposes of the proposed meeting.

Section 4. Notice of Meeting. Except as otherwise provided by these Bylaws or by law, written notice containing the time and place of all meetings of the Board of Directors will be given either personally or by mail to each Director not less than ten days before a regular meeting and not less than two days before a special meeting. Notice of a regular meeting need not state the purpose or purposes of the meeting nor the business to be transacted at the meeting. Notice of a special meeting must state the purpose of the meeting.

Attendance of a Director at a meeting constitutes a waiver of notice of the meeting, except where the Director attends the meeting for the express purpose of objecting to the transaction of any business the meeting was not lawfully called or convened.

Section 5. Quorum and Voting. A majority of all Directors will constitute a quorum at any meeting. The vote of a majority of the Directors present at a meeting at which a quorum is present will constitute the action of the Board of Directors, unless the vote of a larger number is required by law or by other sections of these Bylaws or the Articles of Incorporation.

Section 6. Conduct at Meetings. Meetings of the Directors will be presided over by the Chairman of the Board of Directors or, if the Chairman is not present, by the Vice Chairman or, if there is no Chairman or Vice Chairman or if the Vice Chairman is not present, by the Chairman to be chosen at the meeting. The Executive Secretary or, in his or her absence, a person chosen at the meeting will act as Secretary of the meeting.

Section 7. Action by Unanimous Written Consent. Any action required or permitted to be taken at an annual or special meeting of Directors may be taken without a meeting, without prior notice and without a vote, if all of the Directors consent in writing to the action so taken. Written consents will be filed with the minutes of the proceedings of the Board of Directors.

Section 8. Telephonic Conferences. A Director may participate in a meeting of Directors by conference telephone or similar communications equipment by which all persons participating in the meeting may hear each other if all participants are advised of the communications equipment and the names of the participants in the conference are divulged to all participants. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

ARTICLE III

Officers

Section 1. Election or Appointments. The Board of Directors will elect a Chairman of the Board, Vice Chairman of the Board, an Executive Secretary of the Corporation, and a Treasurer of the Corporation at each annual meeting. The same person may hold any two or more offices, but no officer will execute, acknowledge or verify any instrument in more than one capacity. The Directors may also appoint any other officers and agents as they deem necessary for accomplishing the purposes of the Corporation.

Section 2. Term of Office. The term of office of all officers will commence upon their election or appointment and will continue until the next annual meeting of the Corporation and until their respective successors are chosen or until their resignation or removal. Any office (other than the Executive Secretary) may be removed from office at any meeting of the Directors, with or without cause, by the affirmative vote of a majority of the Directors then in office, whenever in their judgment the best interests of the Corporation will be served.

An officer may resign by written notice to the Corporation. The resignation will be effective upon its receipt by the Corporation or at a subsequent time specified in the notice of the resignation.

Section 3. Compensation. Any officer who is an employee of the Corporation will receive reasonable compensation for his or her services as fixed by the Board of Directors.

Section 4. Chairman of the Board. The Chairman of the Board will preside at all meetings of the Board of Directors. He or she will have those powers and duties prescribed by the Board of Directors.

Section 5. Vice Chairman. The Vice Chairman of the Board, in the absence or disability of the Chairman of the Board, will preside at all meetings of the Board of Directors. He or she will have those powers and duties prescribed by the Board of Directors.

Section 6. Executive Secretary. The Executive Secretary will perform all of the duties and obligations of the Secretary of the Corporation. The Executive Secretary will see that all orders and resolutions of the Board of Directors are carried into effect. The Executive Secretary will execute all authorized conveyances, contracts or other obligations in the name of the Corporation except where required by law to be otherwise signed and executed and except where signing and execution is expressly delegated by the Directors to some other person. The Executive Secretary will maintain records and documents, make all communications including notices of meetings and maintain minutes and correspondence. Additional duties may be prescribed by the Board. The Executive Secretary will receive a monthly honorarium as approved by the Board. The Executive Secretary will be remunerated for expenses approved by the Board. The Executive Secretary will submit semi-annual report: at the mid-year conference and at the District Convention. The appointment to fill this position will be by majority vote of the Board. The Executive Secretary term of office will be renewed automatically unless eight of the ten Board members, which must include both Governors, reject renewal prior to the commencement of the term. The Executive Secretary may also be removed upon the affirmative vote of eight of the ten Board members.

Section 7. Treasurer. The Treasurer will perform all of the duties and obligations of the Treasurer of the Corporation. The Treasurer is a volunteer position. The Treasurer will receive all funds directed to the Corporation and deposit them in the Corporation account or investments as directed by the Board. The Treasurer will be bonded and will submit semi-annual accountings of the Corporation funds to the District Governors of the AHEPA and the Daughters at the mid-year conference and at the District Conventions. The accountings will include, but not be limited to, a statement of the receipts and expenditures by the Corporation and the amount of funds available for scholarships. Additional duties may be prescribed by the Board. The Treasurer will be remunerated for expenses approved by the Board. The Treasurer will serve as the Chair of the Financial Sub-Committee. The Treasurer will serve for one year term of office which may be renewed by a majority vote of the Board. The Treasurer may also be removed upon the affirmative vote of eight of the ten Board members. The Treasurer shall be elected from within the elected Board members.

ARTICLE IV

Committees

Section 1. Committee. The Board of Directors may designate committees as deemed appropriate. The committees will have the authority as delegated to them by the Board of Directors.

Section 2. Procedure. All committees, and each member thereof, will serve at the pleasure of the Board of Directors. The Board of Directors will have the power at any time to increase or decrease the number of members of any committee, to fill vacancies thereon, to change any member thereof, and to change the functions or terminate the existence of any committee. Regular or special meetings of any committee may be held in the same manner provided in these Bylaws for regular or special meetings of the Board of Directors, and a majority of any committee will constitute a quorum at the meeting.

ARTICLE V

Indemnification

Section 1. Indemnification. The Corporation will, to the fullest extent now or hereafter permitted by law, indemnify any Director or officer of the Corporation (and, to the extent provided in a resolution of the Board of Directors or by contract, may indemnify any volunteer, employee or agent of the Corporation) who was or is a party to or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding by reason of the fact that the person is or was a Director, officer, volunteer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, trustee, officer, partner, volunteer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, whether for profit or not for profit, against expenses including attorney's fees (which expenses may be paid by the Corporation in advance of a final disposition of the action, suit or proceeding as provided by law), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action suit or proceeding if the person acted (or refrained from acting) in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful.

Section 2. Rights to Continue. The indemnification will continue as to a person who has ceased to be a Director or officer of the Corporation. Indemnification may continue as to a person who has ceased to be a volunteer, employee or agent of the Corporation to the extent provided in a resolution of the Board of Directors or in any contract between the Corporation and the person. Any indemnification of a person who was entitled to indemnification after such person ceased to be a Director, officer, volunteer, employee or agent of the Corporation will inure to the benefit of the heirs and person representatives of that person.

ARTICLE VI

Scholarship Policies and Procedures

Section 1. Scholarships. The Board will administer the awarding of Corporation scholarships. In fulfilling this responsibility, the Board will: (a) promote awareness of the Corporation's scholarship program; (b) develop and disseminate the Corporation's scholarship application; (c) review applications for determination of scholarship awards; and (d) select scholarship recipients.

Section 2. Scholarship Applications. The Board will send scholarship applications with proper instructions to each AHEPA and Daughters chapter. Each chapter will respond to the Corporation in writing that it has held a meeting where discussion and dissemination of the Corporation's scholarship occurred and eligible applicants were identified.

Section 3. Eligible Applicants. The Board will award a scholarship only to an eligible applicant.

- (a) An eligible applicant for the high school scholarship(s) will be a scholastically qualified current Michigan high school graduate who is of Greek descent and/or affiliated with the Order of AHEPA or its auxiliaries.
- (b) An eligible applicant for the college level scholarship(s) will be scholastically qualified U.S. Citizen, National or Legal Permanent resident of U.S.A. who is currently enrolled in a college, university or graduate school who is of Greek descent and affiliated with the Order of AHEPA District #10 through its auxiliaries and /or a child or grandchild of an active member of the Order of AHEPA or its auxiliaries.

Section 4. Funds to be Used for Scholarships. In any fiscal year, the Board may use for scholarship purposes only interest accrued on Corporation funds, except that this limitation may be waived in a fiscal year by affirmative vote of a least six Board members, two of whom must be the District Governors. In the event that one District Governor votes in the negative, seven affirmative votes must be cast.

Section 5. Investment of Funds. The Board will appoint an Investment Committee consisting of one representative each from the Daughters of Penelope and AHEPA and the current Treasurer of the Foundation. The Corporation will be funded with: (a) funds designated as education scholarship funds by the AHEPA and Daughters at the inception of the Corporation; (b) future funds raised by the District Lodges of the AHEPA and Daughters for scholarship purposes; (c) any monetary awards from National Foundation; and (d) any other funds contributed, donated, or bequeathed to be Corporation. The responsibility of the Investment Committee will be to work with the Corporation's broker/investment representative to invest and administer the Corporation's funds according to the guidelines set forth below. In fulfilling this responsibility, the Investment Committee will invest the Corporation's entire portfolio and value of funds, with each individual scholarship fund represented as a percentage of the whole, as follows:

- (a) No funds shall be invested in tax exempt, tax deferred tax free or tax managed mutual funds or securities of any kind;
- (b) No funds shall be invested in proprietary products of any kind, including funds and investment products issued or managed by the current broker/investment representative's firm or broker/dealer, and any investment vehicle which is being underwritten or initially offered in any fashion by said broker/investment representative's firm or broker/dealer;
- (c) No funds shall be invested in variable annuities or any other insurance products;
- (d) No funds shall be invested in puts, calls, covered calls and other option investments;
- (e) The investment of funds in common and/or preferred stocks shall not exceed 10% of the value of the entire portfolio, with not more than 3% of such investments in the stock or shares of any one company or entity;
- (f) The investment of funds in corporate bonds, commercial paper or other similar products shall not exceed 30% of the value of the entire portfolio with not more than 5% invested in any individual issue or company;
- (g) The investment of the Corporation's funds in bond instruments as specified in subsection (f), above, shall be limited to investment grade or higher as rated by Moody's (Baa or higher), Standard and Poor's (BBB or higher) or Fitch (BBB or higher);
- (h) Money Market Funds (MMF) and Certificates of Deposit should not be considered investment vehicles, but shall be utilized to hold funds for unspecified and unrestricted periods of time until a suitable investment can be identified.
- (i) The remaining portion of the portfolio not invested as set above shall be invested in mutual funds, with every effort made to diversify this 60% plus portion of the portfolio between growth, growth and income, global, value and straight income funds as seen fit at the discretion of the Investment Committee based on the current market conditions. The use of Morningstar and other such services should only be used as an indication of the fund manager's past accomplishments and not an indicator of future performance.
- (j) Any of these guidelines may be waived or amended by the Investment Committee upon recommendation of and by the approval of the Board, on an investment by investment basis, based on current economic, fiscal or other circumstances deemed relevant and necessary at the time.

Section 6. Fundraising. The Board may engage in fundraising activities on behalf of the Corporation and may solicit contributions, donations and bequests on behalf of the Corporation. In fulfilling this responsibility, the Board will; (a) develop and disseminate fundraising materials to potential donors and benefactors; (b) have authority to conduct fundraising events, including but not limited to, dances and dinners; and (c) have authority to create

programs which recognize the efforts of donors and benefactors. The latter may include the creation of commemorative scholarships.

Section 7. Expenditures. The Board may expend Corporation funds for administrative, promotional and fundraising purposes, except that the total expenditure for any purpose must not exceed \$1,000.00 in any fiscal year unless approved by at least six Board members, two of which must be the District Governors. In voting on whether the above expenses will exceed \$1,000.00 in any fiscal year, a District Governor will cast his or her vote consistent with the decision of a majority of the elected members of his or her Order, voted upon at a regular scheduled meeting. Routine secretarial expenses for the proper running of the Corporation will not have the \$1,000.00 restriction. However, all bills must be approved by a majority vote of the Board members then in office.

Section 8. Bequests. The Corporation will administer all bequests.

Section 9 Minimum Contributions for Perpetuating Scholarships. The minimum contribution that the Corporation will accept to initiate a perpetuating scholarship will be \$5,000.00. If the interest earned on this contribution is less than \$1,000.00, the donor will either contribute whatever is necessary to bring the interest award to \$1,000.00 or will forego the issuing of an award for that year. In addition any donations towards a perpetuating scholarship which is less than \$5,000.00 will be placed in an escrow account until the minimum \$5,000.00 balance is met.

ARTICLE VII

Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Corporation will begin on January 1st and end on the last day December.

Section 2. Amendments. These Bylaws may be amended or repealed by the affirmative vote of a majority of the Directors of the Corporation then in office with the advice and consent by two-thirds vote of the delegates to the Ahepa District Convention and by two-thirds vote of the delegates to the Daughters' District Convention. In order for the Bylaws to be amended the AHEPA and Daughters must vote amend in the same year.

APPROVED AT THE 76TH DISTRICT #10 CONVENTION HELD IN TROY, MICHIGAN, JUNE 9TH, 2007.
THESE BYLAWS SUPERCEDE ANY AND ALL OTHERS.



TO: Members of the Troy City Council
FROM: Lori Grigg Bluhm, City Attorney
Allan T. Motzny, Assistant City Attorney
DATE: December 16, 2009
SUBJECT: Andrew Zurowski v City of Troy

Plaintiff Andrew Zurowski filed the attached lawsuit against the City of Troy and the Troy Police Department. In this claim and delivery action, the Plaintiff is seeking a court order for the return of two rifles that are presently in the possession of the Police Department. The lawsuit was filed in the 52-4 District Court and is assigned to Judge Dennis C Drury. A copy of the summons and complaint are attached.

The incident resulting in the confiscation of the two rifles occurred the night of September 26, 2009 and the morning of September 27, 2009. Troy officers were dispatched to Mr. Zurowski's home. At that time, based on the circumstances, the Troy police officers confiscated these weapons, since they were extremely concerned that he was a danger to himself and others. This is still a valid concern, based on the circumstances. The City has therefore retained these weapons, and is not willing to return them to Mr. Zurowski.

Through this Claim and Delivery Action, Mr. Zurowski will need to establish to the Court that the weapons should be returned to him. The City's role in this matter is limited to presenting the information to the Court for its determination. If the Court orders the return of these weapons, then the City will comply.

Absent any objection from City Council, we will assume the defense of the City and the Police Department in this case. If you have any questions concerning the above, please let us know.

Approved SCAO

| | | |
|---|------------------------------|---|
| STATE OF MICHIGAN 52-4 JUDICIAL DISTRICT JUDICIAL CIRCUIT COUNTY PROBATE | SUMMONS AND COMPLAINT | CASE NO. 09C038956C01 Judge Drury |
|---|------------------------------|---|

Court address: 520 W. Big Beaver Troy MI 48064
 Court telephone no.: 248-588-0404

Plaintiff name(s), address(es), and telephone no(s).
 ANDREW ZUROWSKI
 2311 HILLCRESCENT DR, TROY, MI
 48085 248-680-1525-H
 248-224-6291-C.

Defendant name(s), address(es), and telephone no(s).
 CITY OF TROY POLICE DEPT.
 CITY OF TROY
 500 BIG BEAVER RD
 TROY, MI 48064

Plaintiff attorney, bar no., address, and telephone no.

SUMMONS NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons to file an answer with the court and serve a copy on the other party or to take other lawful action (28 days if you were served by mail or you were served outside this state).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued: 12-07-09 This summons expires: 03-08-10 Court clerk: [Signature]

COMPLAINT Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.

Family Division Cases

There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.

An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in _____ Court.

The action remains is no longer pending. The docket number and the judge assigned to the action are:

| | | |
|------------|-------|---------|
| Docket no. | Judge | Bar no. |
| | | |

General Civil Cases

There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.

A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in _____ Court.

The action remains is no longer pending. The docket number and the judge assigned to the action are:

| | | |
|------------|-------|---------|
| Docket no. | Judge | Bar no. |
| | | |

VENUE

| | |
|---|--|
| Plaintiff(s) residence (include city, township, or village) 2311 HILLCRESCENT DR, TROY, MI | Defendant(s) residence (include city, township, or village) 500 BIG BEAVER RD, TROY MI. |
| Place where action arose or business conducted TROY, MI | |
| Date 12/16/09 | Signature of attorney/plaintiff [Signature] |

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you to fully participate in court proceedings, please contact the court immediately to make arrangements.

Approved, SCAO

Original - Court
1st copy - Defendant

2nd copy - Plaintiff
3rd copy - Return

| | | |
|--|--|---------------------------------|
| 52-4 STATE OF MICHIGAN JUDICIAL DISTRICT JUDICIAL CIRCUIT | COMPLAINT Claim and Delivery | CASE NO. 09 003895600 |
|--|--|---------------------------------|

Court address: 520 W. Big Beaver Trail MI 48064 246 528 0404
 Court telephone no. 528 0404

Plaintiff(s): ANDREW ZUBOWSKI
 Defendant(s): CITY OF TROY / POLICE DEPT

COMPLAINT

1. Plaintiff is lawfully entitled to possession of the following described property, with an estimated value of \$ 600.00. Describe property.
 SMITH & WESSON RIFLE 30-06 CAL.
 MARLIN RIFLE 22 CAL.

2. Property claimed is an independent piece of property; and/or a portion of divisible property of uniform kind, quality and value.

3. Plaintiff's basis and reason for claim is:
 RIFLES WERE TAKEN BY POLICE FOR SAFEKEEPING FOR 30 DAYS, WHICH AFTER THAT THEY WERE TO BE RETURNED POLICE & CITY ATTORNEY SAID THEY CHANGED THEIR MIND AND GAVE NO REASON FOR KEEPING IT. BOTH RIFLES WERE MY DADS, AND HE PASSED THEM TO ME, AS I WAS GONNA PASS THEM TO MY SON, SO THERE IS ALSO SENTIMENTAL VALUE.

SUPPLEMENTAL COMPLAINT (If applicable)

4. This action is based upon a security agreement debt. Plaintiff claims the balance due of \$ _____ .
 A copy of the security agreement is attached.

5. Plaintiff claims the following damages because of the defendant's unlawful taking or detention:

6. Plaintiff claims a judgment for the return of the described property, or for the value of the property, and also for damages in the amount of \$ _____ .

I declare that the statements above are true to the best of my information, knowledge, and belief.

Date: 12/16/09

Signature of attorney/plaintiff: *[Handwritten Signature]*
 Bar no. _____



CITY COUNCIL ACTION REPORT

December 14, 2009

TO: Honorable Mayor and City Council

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

SUBJECT: Arbor Day Proclamation

Background

- Troy has been a certified Tree City USA community for 19 years.
- Re-certification as Tree City USA by the National Arbor Day Foundation requires an Arbor Day proclamation and celebration.
- The Tree City USA designation is desirable when applying for grants.
- The 2006 Proclamation was for the 2007, 2008 and 2009 Arbor Day celebrations.

Financial Considerations

- One tree will be planted annually during a simple Arbor Day ceremony. As in the past, the Troy Garden Club has donated funds for the 2010 tree (see attached letter).

Legal Considerations

- There are no legal considerations

Recommendation

- City management and the Parks and Recreation department recommends City Council issue a proclamation declaring that Arbor Day in the City of Troy will be held on:

May 7, 2010

May 6, 2011

May 4, 2012



Troy Garden Club Branch
Woman's National Farm and Garden Association
Michigan Division



10-28-09

Dear Ron,

At our recent official
"Donation" meeting the Troy
Garden Club approved a donation
of \$200 for the Arbor Day Tree.

Hopefully, we will still have
an Arbor Day celebration in
Firefighters Park in 2010

Sincerely,
Aris Schuchter

248-641-7904

A regular meeting of the Troy Traffic Committee was held Wednesday, July 15, 2009 in the Lower Level Conference Room at Troy City Hall. Pete Ziegenfelder called the meeting to order at 7:30 p.m.

1. Roll Call

PRESENT: Sarah Binkowski
Ted Halsey
Richard Kilmer
Gordon Schepke
Pete Ziegenfelder
Sam Jiang
ABSENT: John Diefenbaker
Jan Hubbell

Also present: Bill Huotari, Deputy City Engineer
Lt. David Livingston, Troy Police Dept.
Officer Larry Schultz, Troy Police Dept.

And Chris Krasusky, 4251 Cypress
Ed Schultz, 4237 Cypress
James Moran, 4265 Cypress
Lillian Moran, 4265 Cypress

2. Minutes – January 21, 2009

RESOLUTION #2009-07-01

Moved by Kilmer
Seconded by Binkowski

To approve the January 21, 2009 minutes.

YES: All-5
NO: None
ABSENT: 2 (Diefenbaker, Hubbell)
MOTION CARRIED

REGULAR BUSINESS

3. Install NO PARKING Signs on Cypress Court

Ed Schultz, 4237 Cypress Court, requests that NO PARKING signs be installed on Cypress Court. The residents at 4265 support the request and the residents at 4251 oppose it. See attached report.

Mr. Schultz said that the roadway is too narrow for garbage trucks and emergency vehicles when cars are parked in the street. He pointed out that the other three cul-de-sacs off Cypress have NO PARKING signs. Mr. Moran, 4265 Cypress, reiterated the same concerns.

Chris Krasusky, 4251 Cypress, would prefer to have parking allowed, as he has a pie-shaped lot with very little room for parking.

The police officers agree that the street is too narrow for safe parking.

RESOLUTION #2009-07-02

Moved by Halsey

Seconded by Kilmer

Recommend installing NO PARKING signs on Cypress Court.

YES: All-5

NO: None

ABSENT: 2 (Diefenbaker, Hubbell)

MOTION CARRIED

4. Signage Request on Rochester at Big Beaver

The Road Commission for Oakland County requests a review of signage on Rochester at Big Beaver. See attached report.

Currently there is a sign near the intersection designating the right lane as a RIGHT TURN ONLY lane, and the next lane to the west as a THROUGH AND RIGHT lane. Staff recommends that an additional advance intersection lane control sign (indicating the same lane advisory) be placed just north of Henrietta for northbound Rochester Road.

RESOLUTION #2009-07-03

Moved by Binkowski

Seconded by Schepke

Recommend that an additional advance intersection lane control sign be placed just north of Henrietta for northbound Rochester Road.

YES: All-5

NO: None

ABSENT: 2 (Diefenbaker, Hubbell)

MOTION CARRIED

5. Install YIELD Sign on Eastbound Barton Way at Falcon Drive

Jim Weston, 6376 Elsey, requests installation of a YIELD sign on eastbound Barton Way at Falcon Drive. Every other intersection in the subdivision has YIELD signs. See attached report.

RESOLUTION #2009-07-04

Moved by Halsey
 Seconded by Kilmer

Recommend installation of a YIELD sign on eastbound Barton Way at Falcon Drive.

YES: All-5
 NO: None
 ABSENT: 2 (Diefenbaker, Hubbell)
 MOTION CARRIED

6. Traffic Operations at Barnard Elementary School

The Troy School District asked the Traffic Improvement Association to review traffic operations at Barnard School. Their findings are attached to the Traffic Engineer's report enclosed. Officer Schultz said that the real problem is lack of parking at the school. Parking is already prohibited on the north side of Forge, but parents park along the south side while dropping off and/or waiting for their children, which makes the roadway too narrow, especially for emergency vehicles. The school also requested that right turns be prohibited from Forge to Anvil to allow children to cross the street safely, but the officers and committee members feel that the congestion problem would just be pushed farther along to other areas of the subdivision.

The committee recommends prohibiting parking on the south side of Forge, and observing the results before restricting any turns.

RESOLUTION #2009-07-05

Moved by Binkowski
 Seconded by Schepke

Recommend that a NO STOPPING, STANDING, PARKING zone be established on the south side of Forge from the school property to Anvil, during the hours of 7:45 to 8:45 a.m. and 2:45 to 3:45 p.m., school days only.

YES: All-5
 NO: None
 ABSENT: 2 (Diefenbaker, Hubbell)
 MOTION CARRIED

7. Information on Marengo at Norton

At a previous meeting Gordon Schepke requested information on any previous sign requests at Norton and Marengo. See attached report. Mr. Schepke wants a STOP sign installed on westbound Marengo at Norton. There are partial sight obstructions looking both north and south, and Mr. Schepke thinks a full stop is necessary to enter the intersection safely. Lt. Livingston reports no real speeding issues. Mr. Huotari will have traffic counts done and research any past crashes for further consideration at the next meeting.

8. Establish Fire Lanes at 3150 Adams

Section 8.28, Chapter 106, Troy City Code, provides for the establishment of fire lanes on private property. The Fire Department recommends that the fire lanes shown on the attached sketch be provided to allow proper deployment of and travel by emergency vehicles (fire, police, medical).

RESOLUTION #2009-07-06

Moved by Halsey
Seconded by Schepke

Recommend establishing fire lanes/tow away zones at 3150 Adams as recommended by the Fire Department.

YES: All-5
NO: None
ABSENT: 2 (Diefenbaker, Hubbell)
MOTION CARRIED

9. Establish Fire Lanes at 1075 Rankin

Section 8.28, Chapter 106, Troy City Code, provides for the establishment of fire lanes on private property. The Fire Department recommends that the fire lanes shown on the attached sketch be provided to allow proper deployment of and travel by emergency vehicles (fire, police, medical).

RESOLUTION #2009-07-07

Moved by Kilmer
Seconded by Binkowski

Recommend establishing fire lanes/tow away zones at 1075 Rankin as recommended by the Fire Department.

YES: All-5
NO: None
ABSENT: 2 (Diefenbaker, Hubbell)
MOTION CARRIED

10. Establish Fire Lanes at 637 John R

Section 8.28, Chapter 106, Troy City Code, provides for the establishment of fire lanes on private property. The Fire Department recommends that the fire lanes shown on the attached sketch be provided to allow proper deployment of and travel by emergency vehicles (fire, police, medical).

RESOLUTION #2009-07-08

Moved by Binkowski

Seconded by Kilmer

Recommend establishing fire lanes/tow away zones at 637 John R as recommended by the Fire Department.

YES: All-5

NO: None

ABSENT: 2 (Diefenbaker, Hubbell)

MOTION CARRIED

11. Public Comment

12. Other Business

13. Adjourn

The meeting adjourned at 8:39 p.m.



Pete Ziegenfelder, Chair



Laurel Nottage, Recording Secretary

PARKS AND RECREATION ADVISORY BOARD

A regular meeting of the Troy Parks and Recreation Advisory Board was held Thursday, September 17, 2009 in the staff conference room of the Troy Community Center. Chairman, Tom Krent called the meeting to order at 7:00 p.m.

| | | |
|----------|-----------------------------|------------------------|
| Present: | Kathleen Fejes, member | JoAnn Thompson, member |
| | Orestes, Kaltsounis, member | Tom Krent, member |
| | Meaghan Kovacs, member | Jan Zikakis, member |
| | Stuart Redpath, member | Jeff Biegler, staff |
| | Carol K. Anderson, staff | |

Absent: Gary Hauff, Tod Gazetti, Jeff Stewart and Divya Subramanian.

Visitors: John Szerlag

Resolution # PR-2009-09-009

Moved by Fejes

Seconded by Zikakis

RESOLVED, that the minutes from May 21, 2009 are approved as submitted.

Yes: 4 (Thompson, Fejes, Zikakis, Kaltsounis)

No: None

Abstained: 2 (Kovacs, Krent)

MOTION CARRIED

OLD BUSINESS – John Szerlag, City Manager, visited the Parks and Recreation Advisory Board and the agenda item he was presenting was moved to the beginning.

- A. Budget Update: Six Year Organizational Restructuring Plan – John Szerlag, City Manager, spoke on the budget crisis facing the city. John reviewed the six year organizational restructuring plan, dated September 9, 2009.

NEW BUSINESS

- A. Section 36 Development – Trees have been planted, drainage has been improved, the parking lot is complete. Play equipment and signage are to be completed as funds become available. Only Community Development Block Grant funds have been used to develop the park.

OLD BUSINESS – continued

- A. Park Naming Policy – Carol Anderson reviewed policy as adopted by City Council in August, 2009. The process for naming section 36 park has begun. Names may be submitted until November 13, 2009.

Staff Reports

1. Director's Report – It is expected the trail plan will come before the Parks and Recreation Advisory Board in November.

2. Parks Report – Tree crews have injected trees in several sections of the city to combat Calico Scale.

Troy Daze Parking passes sold are at lower levels than last year at the same time.

The seasonal staff was cut approximately 25% this summer.

The meeting adjourned at 8:30 p.m.

Tom Krent, Chairman

Carol K. Anderson, Parks and Recreation Director

POSTPONED ITEMS

There were no Postponed Items.

OLD BUSINESS

- A. Polaris Update—B. Hyland updated the board on how the change to Polaris was going, after one week of being on the new system.

Resolution #LB-2009-10-03

Moved by Gauri
Seconded by Wheeler

RESOLVED, to commend the staff of the Troy Public Library, especially Barry Hyland, for all of their hard work in the transition to the Polaris system.

Yes: 5—Duggan, Gauri, Gregory, Wheeler, Zembrzuski
No: 0

- B. Drive Up Materials Return Update

Resolution #LB-2009-10-04

Moved by Duggan
Seconded by Zembrzuski

RESOLVED, To table discussion of Items 11B (Drive up materials return); 12B (Quarterly Statistics report); and 12C (Fees Report).

Yes: 5—Duggan, Gauri, Gregory, Wheeler, Zembrzuski
No: 0

NEW BUSINESS

- A. Rescission of SLC Plan of Service.

Resolution #LB-2009-10-05

Moved by Gregory
Seconded by Wheeler

RESOLVED, To rescind approval of the SLC Plan of Service, previously approved at the September 10, 2009, Library Advisory Board meeting.

Yes: 5—Duggan, Gauri, Gregory, Wheeler, Zembrzuski
No: 0

MOTION CARRIED

- B. Quarterly Statistics report—tabled.
C. Fees Report—tabled.

REPORTS & COMMUNICATIONS

Director's Report—was received and filed. A copy will be attached to the minutes of this meeting. C. Russ mentioned that she would be presenting the Troy Public Library's Annual Report to the City Council at their meeting on Monday, October 19, meeting. A copy will be provided to the LAB members.

Friends of the Troy Public Library—C. Russ read the report submitted by the Friends Board.

Gifts—None

Informational Items

Website address for Troy Public Library calendar: <http://sl.libcoop.net/troy/lib/eventcalendar.asp>

VISITORS' COMMENTS

ADJOURNMENT

Resolution #LB-2009-10-06

Moved by Duggan

Seconded by Gauri

RESOLVED, To adjourn the meeting.

Yes: 5—Duggan, Gauri, Gregory, Wheeler, Zembrzuski

No: 0

MOTION CARRIED

The Library Board meeting adjourned at 9:01 P.M.

The next regular meeting of the Library Advisory Board is Thursday, November 12, 2009, at 7 pm.

Lynne Gregory
Chairman

Cathleen Russ
Recording Secretary

DOWNTOWN DEVELOPMENT AUTHORITY MINUTES FINAL October 21, 2009

A meeting of the Downtown Development Authority was held on Wednesday, October 21, 2009 in the Lower Level Conference Room, City Hall, 500 W. Big Beaver Troy, Michigan. Alan Kiriluk called the meeting to order at 7:30 a.m.

PRESENT: Michele Hodges (arrived @ 7:33 a.m.)
Larry Keisling
William Kennis
Alan Kiriluk
P. Terry Knight
Dan MacLeish
Ernest Reschke
Douglas Schroeder
G. Thomas York
Louise Schilling
Harvey Weiss

ABSENT: Stuart Frankel
David Hay

ALSO PRESENT: John Szerlag
John Lamerato
Mark Miller
Christopher Forsyth
Nino Licari
Brent Savidant

APPROVAL OF MINUTES

Resolution: DD-09-09
Moved by: Kennis
Seconded by: MacLeish

RESOLVED, that the minutes of the May 27, 2009 regular meeting be approved.

Yeas: All (10)
Absent: Frankel, Hay, Hodges

OLD BUSINESS

None

NEW BUSINESS

A. City Manager/Executive Director Report – Declining Revenue Line for Next Five Years

A presentation was presented on the Declining Revenue Line.

B. DDA Project Update – Big Beaver/Rochester

Mark Miller informed the Authority that the road project was 72% complete. Mark Miller also suggested putting all construction projects on hold at this time, but have I-75/Big Beaver project shovel ready for any federal funds that may become available. Mark Miller did suggest moving forward with the Big Beaver Design Guidelines and DDA Land Acquisition Guidelines.

C. Monthly Financial Report

Received and Filed

PUBLIC COMMENT

None

MEMBER COMMENT

Louise Schilling feels it is a good idea for the DDA and other Boards to meet with City Council. She feels this idea will be well received by the Council.

The meeting was adjourned at 8:30 a.m.

Next Meeting: November 18, 2009 @ 7:30 a.m. in the Lower Level Conference Room, City Hall.

Alan Kiriluk, Chair

John M. Lamerato, Secretary

JL/ph

A regular meeting of the Troy Traffic Committee was held Wednesday, October 21, 2009 in the Council Boardroom at Troy City Hall. Ted Halsey called the meeting to order at 7:30 p.m.

1. Roll Call

PRESENT: Sarah Binkowski
 John Diefenbaker
 Ted Halsey
 Richard Kilmer
 Gordon Schepke
 Sam Jiang

ABSENT: Jan Hubbell
 Pete Ziegenfelder

Also present: Bill Huotari, Deputy City Engineer
 Lt. David Livingston, Troy Police Dept.
 Lt. Eric Caloia, Troy Fire Dept.

And John Shepperd, 278 Kirk Lane Drive, Troy
 Kira Binkowski

2. Minutes – July 15, 2009

RESOLUTION #2009-10-09

Moved by Binkowski
 Seconded by Schepke

To approve the July 15, 2009 minutes.

YES: All-5
 NO: None
 ABSENT: 2 (Hubbell, Ziegenfelder)
 MOTION CARRIED

REGULAR BUSINESS

3. Install STOP Sign on Southbound Ruthland at Kirk Lane

John Shepperd, 278 Kirk Lane, requests a STOP sign on southbound Ruthland at Kirk Lane. There are sight obstructions at that location. See attached report. Mr. Shepperd said that his wife has had three near crashes recently. The corner is also a school bus stop. Mr. Shepperd mentioned that there are STOP and YIELD signs all through the subdivision, except for this intersection.

RESOLUTION #2009-10-10

Moved by Binkowski
 Seconded by Kilmer

To recommend installation of a STOP sign on southbound Ruthland at Kirk Lane.

YES: All-5
NO: None
ABSENT: 2 (Hubbell, Ziegenfelder)
MOTION CARRIED

4. Install STOP Sign on Norton at Quill Creek

A resident of Norton requested that the city investigate conditions at the intersection of Norton and Quill Creek because of sight obstructions. See attached report.

RESOLUTION #2009-10-11

Moved by Schepke
Seconded by Binkowski

To recommend installation of a STOP sign on southbound Norton at Quill Creek.

YES: All-5
NO: None
ABSENT: 2 (Hubbell, Ziegenfelder)
MOTION CARRIED

5. Install STOP Sign on Marengo at Norton

Gordon Schepke requests a STOP sign on westbound Marengo at Norton because of sight obstruction by a line of trees and a large shrub. A friend of his had a close call at this intersection. The street is also used as a cut-through. See attached report.

RESOLUTION #2009-10-12

Moved by Kilmer
Seconded by Diefenbaker

To recommend installation of a STOP sign on westbound Marengo at Norton.

YES: All-5
NO: None
ABSENT: 2 (Hubbell, Ziegenfelder)
MOTION CARRIED

6. Request for Traffic Information on Daley North of Big Beaver

Richard Kilmer requested a study of traffic on Daley, north of Big Beaver. See attached report. The Traffic technicians put out counters on Daley, but Mr. Kilmer said that the location didn't catch the speeders. Mr. Huotari explained that the location was chosen to count the volumes accurately, more so than the speeds.

7. Establish Fire Lanes at 3039 Rochester Road

Section 8.28, Chapter 106, Troy City Code, provides for the establishment of fire lanes on private property. The Fire Department recommends that the fire lanes shown on the attached sketch be provided to allow proper deployment of and travel by emergency vehicles (fire, police, medical).

RESOLUTION #2009-10-13

Moved by Kilmer

Seconded by Diefenbaker

Recommend establishing fire lanes/tow away zones at 3039 Rochester Road as recommended by the Fire Department.

YES: All-5

NO: None

ABSENT: 2 (Hubbell, Ziegenfelder)

MOTION CARRIED

8. Establish Fire Lanes at 925 W. South Boulevard

Section 8.28, Chapter 106, Troy City Code, provides for the establishment of fire lanes on private property. The Fire Department recommends that the fire lanes shown on the attached sketch be provided to allow proper deployment of and travel by emergency vehicles (fire, police, medical).

RESOLUTION #2009-10-14

Moved by Schepke

Seconded by Kilmer

Recommend establishing fire lanes/tow away zones at 925 W. South Boulevard as recommended by the Fire Department.

YES: All-5

NO: None

ABSENT: 2 (Hubbell, Ziegenfelder)

MOTION CARRIED

9. Establish Fire Lanes at 791 W. Big Beaver

Section 8.28, Chapter 106, Troy City Code, provides for the establishment of fire lanes on private property. The Fire Department recommends that the fire lanes shown on the attached sketch be provided to allow proper deployment of and travel by emergency vehicles (fire, police, medical).

RESOLUTION #2009-10-15

Moved by Diefenbaker

Seconded by Kilmer

Recommend establishing fire lanes/tow away zones at 791 W. Big Beaver as recommended by the Fire Department.

YES: All-5
 NO: None
 ABSENT: 2 (Hubbell, Ziegenfelder)
 MOTION CARRIED

10. Establish Fire Lanes at 1026 Maplawn

Section 8.28, Chapter 106, Troy City Code, provides for the establishment of fire lanes on private property. The Fire Department recommends that the fire lanes shown on the attached sketch be provided to allow proper deployment of and travel by emergency vehicles (fire, police, medical).

RESOLUTION #2009-10-16

Moved by Schepke
 Seconded by Diefenbaker

Recommend establishing fire lanes/tow away zones at 1026 Maplawn as recommended by the Fire Department.

YES: All-5
 NO: None
 ABSENT: 2 (Hubbell, Ziegenfelder)
 MOTION CARRIED

11. Public Comment

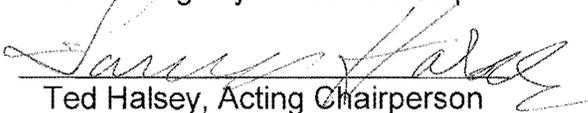
Ms. Kira Binkowski expressed thanks to Lt. Livingston for the good work by the Police Department, ensuring the safety of students at her school by issuing an order for a lockdown until a fugitive in the area was apprehended.

12. Other Business

Ted Halsey commented that the left turn lane from westbound Maple to southbound Coolidge is always backed up, and motorists have to sit through several cycles before turning. The Acting Traffic Engineer will ask the Road Commission for Oakland County to check the signal timing.

13. Adjourn

The meeting adjourned at 8:15 p.m.


 Ted Halsey, Acting Chairperson


 Laurel Nottage, Recording Secretary

TROY HISTORIC COMMISSION MINUTES – FINAL**October 27, 2009**

The rescheduled meeting of the Troy Historic Commission was held Tuesday, October 27, 2009 at the Troy Museum & Historic Village. Rosemary Kornacki called the meeting to order at 8:55 P.M.

ROLL CALL **PRESENT:** Rosemary Kornacki
 Terry Navratil
 Brian Wattles
 Roger Kaniarz
 Vera Milz
 Padma Kuppa
 Kevin Lindsey
 Loraine Campbell, Museum Manager

GUESTS John Szerlag, City Manager

Resolution #HC-2009-10-001
Moved by Navratil
Seconded by Kaniarz

RESOLVED, That the minutes of the September 29, 2009 be approved

Yes: 7 —, Kornacki, Navratil, Kaniarz, Milz, Kuppa, Lindsey and Wattles
 No: 0

MOTION CARRIED**Old Business****A. Capital Projects**

Caswell House

Repair of the waterproofing mastic on the foundation walls was completed by RAM Construction Co. for \$2,885.

Poppleton School

Masonry repairs to the wash (architectural feature above the stone foundation), chimney, and poorly anchored accessibility railing was be completed by Akins Construction for \$4,565. Akins also replaced broken bricks on the northeast corner of the building.

General Store

The rod holes in the basement were filled with hydrophobic grout by National Restoration for \$1,435

B. Programs

Winter Public Programs were submitted.

C. Attendance

See attached reports.

D. Collections

See Reports.

William Boardman requests authorization to deaccession the following items:

1. Log Cabin model

Roof lifts off; handmade craft model; good condition; needs cleaning; no foreseeable exhibit or program use; currently accessioned

2. Shuttle

Good Condition; needs cleaning; other examples in collection; no foreseeable exhibit or program use; no known accession number

3. Type case cabinet c.1900

Fair condition; needs cleaning; duplicate of items in Collection; no foreseeable exhibit or program use; no known accession number

Resolution #HC-2009-10-002

Moved by Navratil

Seconded by Milz

RESOLVED, That the request to deaccession log cabin model, shuttle and type case cabinet (c.1900) as recommended by William Boardman be approved.

Yes: 7 — Kornacki, Navratil, Kaniarz, Milz, Kuppa, Lindsey and Wattles
No: 0

MOTION CARRIED

E. Grants

The IMLS grant for middle school program development will be completed and submitted this week. The Troy School District and the Troy Historical Society will sign letters of support. The application is due on November 2.

F. Interpretive Master Plan (IMP)

The museum has received the completed draft plan from 106 Group LTD. The staff will review the plan before presentation to the IMP Team is scheduled.

New Business

A. Annual Report

The Commission received copies of the Museum Annual Report FY 2008/09

B. Troy Historical Society/ Heritage Campaign update

The Troy Historical Society will pay for the utilities on the Niles-Barnard House for one year or until the house is relocated to the museum, whichever comes first.

C. Presentation by City Manager John Szerlag

Mr. Szerlag provided a presentation on the proposed organizational structure based on reduced revenue for the next five years. If additional revenues are not generated, the Troy Museum will be closed or the museum could be limited to greatly reduced hours of operation.

D. Reports and Communications

Staff

No report.

Commission Members

Rosemary Kornacki suggested that in light of the city's financial crisis and the possible closure of the museum, that the Historical Commission should schedule a November meeting.

The Troy Historic Commission Meeting was adjourned at 10:25 p.m. The next regular meeting will be held Monday, November 30, 2009 at the Troy Museum & Historic Village at 7:30 pm.

Rosemary Kornacki
Chairperson

Loraine Campbell
Recording Secretary

Annual Attendance Statistics

Public Events FY 2007/08

| Event | Date | Attendance |
|--------------------------------|--------|------------|
| Harvest Home Festival | Sep-08 | 475 |
| Trick or Treating on the Green | Oct-08 | 650 |
| Hanging of the Greens | Dec-08 | 501 |
| Total | | 1626 |

Public Events FY 2008/09

| Event | Date | Attendance | Admissions |
|--------------------------------|--------|------------|------------|
| Fall Farm Festival | Sep-09 | 150 | \$243 |
| Trick or Treating on the Green | Oct-09 | 320 | \$423 |
| Candy Cane Christmas | | | |
| Total | | | |

Comparative Attendance Statistics

| Total | FY 2008-09 | FY2009-10 | Change |
|---|------------|-----------|--------|
| School Group attendance | 12,252 | | |
| Walk-in attendance | 6,036 | | |
| Program attendance | 7,731 | | |
| Public Events attendance | 1,626 | | |
| Total Public attendance | 13,767 | | |
| Total Museum visitation (Schools + public) | 26,019 | | |

| | |
|---------------------------------------|-------------|
| Meetings and facilities rentals | 90 |
| Revenue from Education Programs | \$58,951.00 |
| Revenues from facilities rentals | \$7,665 |
| Revenue from Admissions | n/a |
| Total revenues (schools + facilities) | \$66,616 |

Public Attendance

| Date | Walk-In | #Attending Programs | #Meetings/ Facilities Rentals | Rental Fees | Admission Fees | Total Visitors |
|--------------|--------------|------------------------|-------------------------------------|-------------------|-------------------|-------------------|
| Jul-08 | 702 | 2,003 | 4 | \$350.00 | | 2,705 |
| Aug-08 | 878 | 1,033 | 8 | \$1,050.00 | | 1,911 |
| Sep-08 | 425 | 664 | 12 | \$700.00 | | 1,089 |
| Oct-08 | 511 | 881 | 11 | \$700.00 | | 1,392 |
| Nov-08 | 586 | 664 | 10 | \$700.00 | | 1,250 |
| Dec-08 | 425 | 1,132 | 6 | \$350.00 | | 1,551 |
| Jan-09 | 377 | 292 | 6 | \$25.00 | | 669 |
| Feb-09 | 235 | 140 | 4 | 0 | | 375 |
| Mar-09 | 329 | 178 | 7 | 0 | | 507 |
| Apr-09 | 491 | 212 | 7 | \$350.00 | | 703 |
| May-09 | 494 | 327 | 10 | \$400.00 | | 821 |
| Jun-09 | 742 | 147 | 16 | | | 889 |
| Total | 6,195 | 7,673 | 101 | \$4,625.00 | | 13,862 |
| Jul-09 | 1,001 | 1,120 | 2 | \$50.00 | \$2,269.50 | 2,121 |
| Aug-09 | 877 | 356 | 0 | \$50.00 | \$1,366.50 | 1,233 |
| Sep-09 | 582 | 529 | 10 | \$450.00 | \$1,647.00 | 1,328 |
| Oct-09 | 354 | 945 | 11 | \$1,000.00 | | 1,299 |
| Nov-09 | | | | | | |
| Dec-09 | | | | | | |
| Jan-10 | | | | | | |
| Feb-10 | | | | | | |
| Mar-10 | | | | | | |
| Apr-10 | | | | | | |
| May-10 | | | | | | |
| Jun-10 | | | | | | |
| Total | 2,814 | 2,950 | 23 | \$1,550.00 | \$5,283.00 | 5,981 |

Attendance compared with same period last year -18%

Rentals + Admissions= \$6,833.00

Net change in revenue for this period last year 177%

Percent of admissions target collected= total collected/\$15,000 35%

School Group Attendance

| Date | # Prgms. | # Attnd | Troy Groups | # Staff | Prg Fee |
|--------------|------------|---------------|-------------|------------|--------------------|
| Sep-08 | 4 | 89 | 1 | 4 | \$376.50 |
| Oct-08 | 27 | 1,595 | 5 | 56 | \$7,876.50 |
| Nov-08 | 23 | 1429 | 23 | 5 | \$6,462.50 |
| Dec-08 | 11 | 857 | 11 | 31 | \$4,406.50 |
| Jan-09 | 9 | 792 | 0 | 27 | \$4,052.50 |
| Feb-09 | 6 | 477 | 0 | 18 | \$2,346.50 |
| Mar-09 | 25 | 1547 | 7 | 53 | \$7,317.00 |
| Apr-09 | 51 | 1813 | 27 | 64 | \$6,463.00 |
| May-09 | 85 | 2718 | 30 | 86 | \$15,658.00 |
| Jun-09 | 18 | 935 | 9 | 32 | \$3,992.00 |
| Total | 259 | 12,252 | 113 | 376 | \$58,951.00 |
| Sep-09 | 8 | 311 | 2 | 12 | \$1,649.00 |
| Oct-09 | 22 | 1,426 | 3 | 43 | \$8,075.50 |
| Nov-09 | 22 | 1,151 | 3 | 41 | \$6,575.00 |
| Dec-09 | | | | | |
| Jan-10 | | | | | |
| Feb-10 | | | | | |
| Mar-10 | | | | | |
| Apr-10 | | | | | |
| May-10 | | | | | |
| Jun-10 | | | | | |
| Total | 52 | 2,888 | 8 | 96 | \$16,299.50 |

| | |
|----------------------------------|-------------|
| Attendance last year this period | 89 |
| Percent increase | -7% |
| Revenue last year this period | \$14,715.50 |
| Percent increase | 11% |

Collections Report: September 2009

- Donations:
 - 7 poster frames filled with Poppleton School photos and ephemera (some duplicates of material already in Collection) [Robin Mullins]

- Donations declined:
 - Typewriter (c.1910) – examples in Collection; storage space limitations; no Troy connection
 - Cultivator (c.1920) – examples in Collection; storage space limitations; no Troy connection
 - Baby pram (c.1920) – examples in Collection; storage space limitations; no Troy connection
 - Voting machine – storage space limitations; no Troy connection

- Requests for Deaccession/Auction/Disposal
 - Please see attached list for complete notes

- Archive & Collections Research Activities/Special Requests:
 - Research: None
 - Photo Requests: None

- Special Activities & Focus Projects:
 - Processing & maintenance of the Collection & new donations
 - Transfer of artifacts from General Store basement prior to General Store repairs

- Other Duties and Activities:
 - Internal/external correspondence – email, thank you letters, phone calls, etc.
 - Environmental monitoring/maintenance
 - Repairs to educational props
 - Computer support (scanning, PhotoShop work and general support) for interpretive staff projects & publications
 - General support for staff projects & publications

Collections Report: October 2009

- Donations:
 - Baker Middle School, Troy School District, and Stuart K. Baker documents and ephemera c.1970s [Mary Lou Kennedy] {September donation not included on previous report}
 - Dorothy Scott document and photo collection [Cindy Scott Stoll]

- Donations declined:
 - Sewing machine (c.1910) – examples in Collection; storage space limitations; no Troy connection
 - Manure spreader (c.1920) – poor condition; storage space limitations; no Troy connection

- Archive & Collections Research Activities/Special Requests:
 - Research: None
 - Photo Requests: None

- Special Activities & Focus Projects:
 - Processing & maintenance of the Collection & new donations
 - Transfer of artifacts from General Store basement prior to General Store repairs

- Other Duties and Activities:
 - Internal/external correspondence – email, thank you letters, phone calls, etc.
 - Environmental monitoring/maintenance
 - Repairs to educational props
 - Computer support (scanning, PhotoShop work and general support) for interpretive staff projects & publications
 - General support for staff projects & publications

Deaccession/Disposal/Auction Candidates

September 2009

No photos available at this time due to time constraints. Most materials are, however, available for viewing on a table on the 2nd floor of the main museum building.

1. Log Cabin model

Roof lifts off; handmade craft model; good condition; needs cleaning; no foreseeable exhibit or program use; currently accessioned

2. Shuttle

Good Condition; needs cleaning; other examples in collection; no foreseeable exhibit or program use; no known accession number

3. Type case cabinet c.1900

Fair condition; needs cleaning; duplicate of items in Collection; no foreseeable exhibit or program use; no known accession number

In addition to the Collections related material above, numerous lots of general City of Troy assets such as old AV equipment, cameras, kitchenware, and miscellaneous unused items are suggested for auction.

A regular meeting of the Liquor Advisory Committee was held on Monday, November 9, 2009 in the Lower Level Conference Room of Troy City Hall, 500 West Big Beaver Road. Chairman Max K. Ehlert called the meeting to order at 7:00 p.m.

Roll Call

PRESENT: Max K. Ehlert, Chairman
W. Stan Godlewski
Patrick C. Hall
David S. Ogg
Timothy P. Payne

ABSENT: Andrew Kaltsounis
Bohdan L. Ukraineec

ALSO PRESENT: Officer James Feld
Susan Lancaster, Assistant City Attorney
Lauren Harden, student representative
Dane Lepola, student representative
Pat Gladysz

Resolution to Excuse Committee Members Kaltsounis and Ukraineec

Resolution #LC2009-11-019

Moved by Hall

Seconded by Payne

RESOLVED, That the absence of Committee members Kaltsounis and Ukraineec at the Liquor Advisory Committee meeting of November 9, 2009 be **EXCUSED**.

Yes: 5
No: 0
Absent: Kaltsounis, Ukraineec

Resolution to Approve Minutes of October 12, 2009 Meeting

Resolution #LC2009-11-020

Moved by Hall

Seconded by Payne

RESOLVED, That the Minutes of the October 12, 2009 meeting of the Liquor Advisory Committee be **APPROVED**.

Yes: 5
No: 0
Absent: Kaltsounis, Ukrainec

Agenda Items

1. **Marriott International, Inc. (A Delaware Corporation)**, 200 West Big Beaver, Troy, MI 48084 requests to drop WHP Hotel Owner-2A, L.L.C. (A Delaware Limited Liability Company) as Co-Licensee and add Sunstone Big Beaver Lessee, Inc. (A Delaware Corporation) as Co-Licensee in 2009 B-Hotel & SDM Licensed Business with Dance-5 Entertainment Permit, Official Permit (Food), 8 Bars, and 350 Rooms, located at 200 West Big Beaver, Troy, MI 48084, Oakland County: and change Official Food Permit (Food) Hours from weekdays, 6:00 A.M. to 7:00 A.M. and Sundays, 7:00 A.M. to 12:00 P.M. to weekdays, 6:00 A.M. to 7:00 A.M. and Sundays, 6:00 A.M. to 12:00 P.M {MLCC Req. #519011}.

Present to answer questions from the Committee was attorney Patrick Howe.

Mr. Howe explained that this request is made to update MLCC records due to a change in business ownership. The management of the hotel remains unchanged. Also, this request includes a change in the start time of the food service hours.

Officer Feld informed the Committee that all inspections have been approved.

Resolution #LC2009-11-021
Moved by Godlewski
Seconded by Hall

RESOLVED, That the Liquor Advisory Committee recommends that the request of Marriott International, Inc. (A Delaware Corporation) 200 West Big Beaver Road, Troy, MI 48084 to drop WHP Hotel Owner-2A, L.L.C. (A Delaware Limited Liability Company) as Co-Licensee and add Sunstone Big Beaver Lessee, Inc. (A Delaware Corporation) as Co-Licensee in 2009 B-Hotel & SDM Licensed Business with Dance-Entertainment Permit, Official Permit (Food), 8 Bars, and 350 Rooms, located at 200 West Big Beaver, Troy, MI 48084, Oakland County: and to change Official Food Permit (Food) Hours from weekdays, 6:00 A.M. to 7:00 A.M. and Sundays, 7:00 A.M. to 12:00 P.M. to weekdays, 6:00 A.M. to 7:00 A.M. and Sundays, 6:00 A.M. to 12:00 P.M be **APPROVED**.

Yes: 4
No: 1
Absent: Kaltsounis, Ukrainec

2. **Grand Azteca V Inc.**, requests to transfer ownership of 2009 Class C Licensed Business, located in escrow at 4856 N. Adams, Rochester, MI 48306, Oakland Township, Oakland County, From Red Lotus, LLC & transfer location (Governmental Unit) (MCL 436L.1531 (1) to 935 East Long Lake Troy, MI 48085, Oakland County and request New Official Permit (Food) & SDM License {MLCC Req.#524757}.

Present to answer questions from the Committee were owners Silviano Arellano-Aguaya and Juan Ramos.

The business owners provided the Committee with menus for their five restaurant locations. The Long Lake Road location has approximately 20 booths and the bar is located on the left in the rear of the restaurant. The employee liquor training will be obtained through TIPS.

Resolution #LC2009-11-022
Moved by Hall
Seconded by Godlewski

RESOLVED, That the Liquor Advisory Committee recommends that the request of Grand Azteca V Inc., to transfer ownership of 2009 Class C Licensed Business, located in escrow at 4856 N. Adams, Rochester, MI 48306, Oakland Township, Oakland County, from Red Lotus, LLC, and to transfer location (Governmental Unit) (MCL 436L.1531 (1) to 935 East Long Lake Road, Troy, MI 48085, Oakland County, and to receive New Official Permit (Food) & SDM License be **APPROVED**.

Officer Feld informed the Committee that there have been no liquor violations and inspections have been approved.

Yes: 5
No: 0
Absent: Kaltsounis, Ukrainec

Student representative Lauren Harden was introduced.

Officer Feld updated the Committee on the following information items:

NKG Business, Inc.

Application has been made to transfer license from Buscemi's.

Fine Wine Distributors, Inc.

A wholesale license has been requested.

Cameron Mitchell Restaurants, LLC

Ocean Prime restaurant is requesting to enlarge their outdoor service area. This request was originally made in the spring of this year, but they chose to delay the project until the patio would be closed for the season.

Space Station

This is a Marathon gas station at 3410 Rochester is requesting a SDM and SDD license.

Northfield Hilton

The hotel changed their name to the Ramada Inn approximately nine months ago, but was under the same ownership. It now appears that ownership may have recently changed. DeSoto's Bar inside the hotel is closed.

Officer Feld also informed the Committee that McCormick & Schmick's Restaurant, Hilton Homewood Suites, and Parrot Cove served alcohol to a minor decoy on October 28, 2009.

The meeting adjourned at 7:20 p.m.

Max K. Ehlert, Chairman

Patricia A. Gladysz, Secretary II

The Chairman, Glenn Clark, called the meeting of the Board of Zoning Appeals to order at 7:30 P.M. on Tuesday, November 17, 2009 in Council Chambers of the Troy City Hall.

PRESENT: Michael Bartnik
Glenn Clark
Kenneth Courtney
Edward Kempen
Matthew Kovacs
Dave Lambert
Phillip Sanzica

ALSO PRESENT: Mark Stimac, Director of Building & Zoning
Allan Motzny, Assistant City Attorney
Pamela Pasternak, Recording Secretary

ITEM #1 – APPROVAL OF MINUTES - MEETING OF SEPTEMBER 15, 2009

Motion by Bartnik
Supported by Courtney

MOVED, to approve the minutes of the meeting of September 15, 2009 with the following changes:

Page 4, Item #4, paragraph 4 the following is to be added: “Mr. Rascol also brought in paperwork from the City Council meeting from 1998, which *he had interpreted as granting* approval of the storage of this vehicle outside.”

Page 7, paragraph 1 – the word “under” to be changed to “understand” and in the last sentence of the same paragraph, the following change:
“Economics have changed *up and down* over the years and the truck has not been moved.”

Yeas: All – 7

MOTION TO APPROVE MINUTES AS AMENDED CARRIED

ITEM #2 – APPROVAL REQUESTED. JOHN BRODERICK OF THE HONEY BAKED HAM COMPANY, 1081 EAST LONG LAKE, for approval to place two temporary storage containers outside at the rear of 1081 E. Long Lake for the time period from November 21st through December 31, 2009 and November 21st through December 31, 2010.

Mr. Stimac explained that the petitioner is requesting approval to place two temporary storage containers outside at the rear of 1081 E. Long Lake for the time period from November 21st through December 31, 2009 and November 21st through December 31,

ITEM #2 – con't.

2010. The containers are used to store additional non-perishable supplies through the holiday months. Section 43.80.00 of the Zoning Ordinance allows the Board of Zoning Appeals to permit temporary buildings for permitted uses for periods not to exceed two (2) years.

Mr. Broderick was present and stated that this request is the same as the request done in previous years and was hoping that the Board would grant approval. Mr. Broderick went on to say that is a seasonal request and these trailers aid them in the storage of dry items such as boxes and wrapping goods.

The Chairman opened the Public Hearing. No one wished to be heard and the Public Hearing was closed.

There are five (5) written approvals on file. There are no written objections on file.

Motion by Kovacs
Supported by Courtney

MOVED, to grant John Broderick, Honey Baked Ham Company, 1081 East Long Lake, approval to place two temporary storage containers outside for the time period from November 21st through December 31, 2009 and November 21st through December 31, 2010.

- Variance is not contrary to public interest.
- There are no objections on file.
- Variance will not have an adverse effect to surrounding property.

Yeas: All – 7

MOTION TO GRANT VARIANCE CARRIED

Mr. Bartnik said that one of the areas where this Board has authority is to make recommendations to City Council and he suggested that this Ordinance be modified to address retail customers that come before the Board for temporary approval that would be for a few weeks, rather than a full two years. Mr. Bartnik said that he does not see this type of request coming before the Board very often.

Mr. Clark said that he understands Mr. Bartnik's concerns and although there has never been a problem with this site, he would be concerned about granting blanket approval for all seasonal requests.

Mr. Kovacs said that this variance in the past has received opposition in the past but the people opposing the request did not totally understand the nature of the variance.

ITEM #3 – VARIANCE REQUESTED. WALLACE HALEY, OF HALEY LAW FIRM PLC, 1890 E. SQUARE LAKE (proposed address), for relief of the Zoning Ordinance to construct a 120' high cellular phone antenna tower within 49' of the west property line where the site abuts residentially zoned property. Paragraph C of Section 20.25.01 requires that the setback of the tower from abutting residentially zoned or used property be at least five times the height of the structure, which would mean that this tower would be required to be at least 600' setback from residentially zoned property.

Mr. Stimac explained that the petitioner is requesting a variance to construct a new 120' high cellular phone antenna tower. Paragraph C of Section 20.25.01 requires that the setback of the tower from abutting residentially zoned or used property be at least five times the height of the structure, which would mean that this tower would be required to be at least 600' setback from residentially zoned property. The petitioners are proposing to place this tower 49' from the west property line where the site abuts residentially zoned property. The adjacent property is currently developed and used as a religious facility.

A discussion began regarding the property along John R. Mr. Stimac explained that the Ordinance dictates that the tower has to be five (5) times its height from residentially zoned and/or used property. A shopping center is located on the corner of John R. and Square Lake, a medical office is located to the south of the shopping center, and there is a day care center south of that. There is a single family home farther to the south on John R, but that property does not abut the site in question.

Mr. Courtney said that the vacant property to the south is zoned residential and asked if there were any plans for development of that site.

Mr. Stimac said that the Building Department has not received any plans regarding development of this site. The owner of that property is a commercial real estate developer and this parcel is zoned single-family residential.

Mr. Haley and Mr. Mark Voight the owner of the Bowling Alley were present. Mr. Haley explained that they had appeared before the Planning Commission and they feel that putting the tower in the back corner of the site makes the most sense. Mr. Haley said that he has been involved in trying to get a tower in this area for the last six years. The location of the tower would be back by the trees and visibility would be very low. Mr. Haley also said that they have studied the Master Plan and this area is referred to as a "neighborhood node" and Mr. Haley feels that this tower in its proposed location is a good fit for that plan. The plan proposed before the Planning Commission indicates that this will be a monopine tower and the Planning Commission felt that this type of structure would be aesthetically pleasing. The existing trees range from 30' to 75' in height and this monopine tower will be less obtrusive backing up to the trees.

Mr. Haley also said that this tower is a necessity as this area has a need for coverage. There are no surrounding towers and this tower will not have an adverse effect to surrounding property. If they were to move the tower farther east it would be closer to a

ITEM #3 – con't.

heavily residential area. Because this is a natural wooded lot, it will provide screening. Mr. Haley does not believe there is any focus of view on the east side of the Church and therefore the tower will fit in with the surrounding area. Regardless of where this tower is located, a variance would still be required.

A discussion began about placing this tower on the Church property and Mr. Haley stated that he was not directly involved with that request but did learn that the Church did not want this tower on their property.

Mr. Kovacs asked if this tower could be moved farther east behind the bowling alley or if the petitioner had considered the possibility of putting the tower on top of the bowling alley.

Mr. Haley said that a variance would still be required and it would be a nightmare to construct the tower on the bowling alley. Mr. Haley said that they did consider moving it farther east, but felt that it would be more visible to the people living in the subdivision to the south. Mr. Haley went on to say that the sub is 90 degrees from where the proposed location of the tower is, and moving the tower to the east would create more visibility. A lot of thought went into this decision and Mr. Haley feels that this is the best location for this tower. The trees around this location are deciduous trees and therefore visibility would be at the highest at this time of year. AT & T is more than willing to construct this monopine tower at a higher cost in order to have it fit in with the area around it.

Mr. Kovacs asked if there had been any towers of this type that have totally failed and collapsed.

Mr. Haley said that even if there was a catastrophic storm, the tower would not fall from the base, but would “crimp” in the middle and fall over. These towers are built with a number of stress points and are very structurally safe.

Mr. Courtney said that he would not care to see a cellular tower with a tree on the top, such as the tower that was constructed at Manresa.

Mr. Haley said that in this particular location the Planning Commission felt that the monopine tower was a better aesthetic factor for this area.

Mr. Kovacs asked if the Planning Commission had taken a vote on this location and Mr. Sanzica said that the Planning Commission had not voted.

The Chairman opened the Public Hearing.

Mr. Dumitru Puiu, Council President of Holy Trinity Romanian Orthodox Church was present and stated that they object to this request as he is concerned about the health

ITEM #3 – con't.

risks associated with cellular towers. Mr. Puiu also stated that he believes this tower will have a negative effect on the value of the Church property. Mr. Puiu stated that another cellular company had approached them about one year ago with the same proposal and the Church rejected that proposal. On the east side of the Church is the Sunday School and the children play in this area, and there are play practices on Saturday and during the week. Mr. Puiu also stated that there is no way to control how many cellular companies would go on this tower.

Father Calin Barbolovici, the Parish priest was also present and supported Mr. Puiu's concerns regarding the location of this tower. Father Barbolovici said that the proposed location is too close to the Church property and would like to see the tower placed much farther away. This issue was discussed in the general assembly of their community and everyone was concerned about the health issues. Father Barbolovici said that he had read a paper from Germany that said that the minimum distance of a cellular tower should be 400 meters.

No one else wished to be heard and the Public Hearing was closed.

There are two (2) written objections on file. There are no written approvals on file.

Mr. Courtney asked if there was a cellular tower located on the Sylvan Lake Golf course and Mr. Stimac said that there was; but that tower predates the current language in the Ordinance that prohibits cell towers on park sites.

Mr. Courtney then asked if the tower in Sylvan Glen offered enough coverage. Mr. Haley said that it did not and this is the reason another tower is needed. Mr. Haley went on to say that that there is very little coverage north and west of this park.

A discussion began regarding the coverage of the cell towers at John R. and Wattles as well as the cell tower at Sylvan Glen. The capacity of each tower was also addressed.

Mr. Courtney asked if this tower could be made larger and Mr. Haley said that increased height does not necessarily increase the coverage provided.

Mr. Sanzica said that he is familiar with the monopine towers and did not find it distracting at all and asked how many carriers could be added to this tower.

Mr. Haley said that it would be able to hold multiple carriers and this monopine tower is much sturdier than other towers. You also have to make sure there is plenty of ground space around it to install extra equipment.

Mr. Sanzica said that there are health concerns regarding towers that are this size. Mr. Haley stated that the Federal Government has preempted health issues from any discussion when a municipality is determining the location of a tower.

ITEM #3 – con't.

Mr. Haley addressed the uses that he believes are in place on the east side of the Church. Mr. Sanzica said that he felt that was inappropriate and asked Mr. Haley to address the need for the tower on this site.

Mr. Clark said that in his opinion this request is for a very large variance and people in the area are concerned about health issues as well as the fact that this tower could devalue the value of their property.

Mr. Kovacs concurred with Mr. Haley and said that the Federal Government dictated that health issues could not be considered.

Mr. Clark said that the Board did not have to grant a variance if it was determined that this tower would devalue surrounding property.

Mr. Kempen said that he is in favor of this location as it would aid thousands of people in the surrounding subdivision and the tower would have a favorable impact to the surrounding area.

Mr. Courtney asked if the tower could be moved more to the center of the property and farther south.

Mr. Haley said that it could be done, but they felt the proposed location was the best as it would be backed by the trees.

Mr. Kovacs said that he thinks the proposed location is too close to the existing house and he would like to see it moved farther east.

Motion by Courtney
Supported by Bartnik

MOVED, to grant Wallace Haley, Haley Law Firm, 1890 E. Square Lake, relief of the Zoning Ordinance to construct a 120' high cellular phone antenna tower.

- Tower will be a regular tower and not a “monopine” tower.
- Tower will be located 149' from the west property line.
- Tower will be located along the south property line.

Board members began discussing the proposed location of the tower with the motion made by Mr. Courtney. Mr. Bartnik asked if 149' was near the driveway on the property.

Mr. Stimac explained that the driveway is on the eastern edge of the property closest to the medical office. The bowling alley building is approximately 100' from the west property line, and the building is about 225' in width. 149' from the west property line would be about one-quarter of the width of the building heading east.

ITEM #3 – con't.

Mr. Bartnik then asked where 200' would be located and Mr. Stimac pointed that location out on the plan.

Mr. Lambert said that he did not like to create legislation on the “fly” and thought it may be better to postpone this request until the next meeting to allow the petitioner to determine if other locations could be utilized. Mr. Lambert also asked Mr. Stimac if he thought there would be any impediments in the way of a new location.

Mr. Stimac said that in looking at the documentation submitted by the petitioner, there did not seem to be any other issues that would preclude moving the tower farther east.

Mr. Bartnik asked about the location of the medical building if the tower was moved farther east.

Mr. Stimac said the proposed location under discussion was approximately 188' from the medical office and about 195' from the Day Care center.

Mr. Sanzica stated that he was concerned about the conditions that were added to the motion.

Mr. Motzny explained that this Board had the authority to modify the original request and add conditions.

Mr. Courtney said that he would rather look at a regular cellular tower than a tower with a tree on top of it.

Motion by Lambert
Supported by Courtney

MOVED, to postpone the request of Wallace Haley, Haley Law Firm, 1890 E. Square Lake, for relief of the Ordinance to install a 120' high cellular tower within 49' of the west property line where Paragraph C of Section 20.25.01 requires that the setback of the tower to be at least 600' setback from residentially zoned property.

- To allow the petitioner the opportunity to review the plans submitted and come back to the Board with an alternative location.

Mr. Bartnik asked if Father Barbolovici's residence was on the property and Mr. Stimac confirmed that it was.

Mr. Sanzica said that the Planning Commission did not vote on this request but were very impressed with the design of the tower. Mr. Sanzica said that he feels that this request is going backwards.

ITEM #3 – con't.

Mr. Courtney asked if Mr. Sanzica had seen the tower located at Manresa. Mr. Sanzica said that he had only seen it in pictures.

Mr. Kempen asked if the petitioner was comfortable with postponing this request until next month and Mr. Haley said that it would not be a problem.

Mr. Bartnik asked what a “monopine” was and Mr. Stimac said that it is a type of tower pole with artificial foliage at the top to make it appear to be a tree. The picture submitted indicates a tower that has one carrier and asked if the petitioner could provide Board members with a picture of a tower that has more than one cell phone company on it.

Mr. Haley said that he would.

Mr. Kovacs stated that the impact to homes constructed in the future would be greater if the tower was moved closer to the south property line.

Vote on motion to postpone until the meeting of December 15, 2009.

Yeas: 6 – Lambert, Sanzica, Bartnik, Clark, Courtney, Kempen
Nays: 1 – Kovacs

MOTION TO POSTPONE THIS REQUEST UNTIL THE MEETING OF DECEMBER 15, 2009 CARRIED

Mr. Stimac explained that the Zoning Ordinance has changed in that people go to the Planning Commission first and then come to the Board of Zoning appeals if a variance is required on an item that requires site plan approval. The Planning Commission is not taking any final action on these items, nor is it making any kind of recommendations to the Board of Zoning Appeals.

Mr. Stimac also stated that now the Planning Commission will see the plans before they are presented to the Board of Zoning Appeals. The intent was to prevent a petitioner coming to the Board of Zoning Appeals and then going to the Planning Commission and having to come back to the Board of Zoning Appeals regarding a different site plan location. Whether the Planning Commission approves or doesn't like the plans, they will not make a recommendation to the Board of Zoning Appeals.

The Board of Zoning Appeals meeting adjourned at 9:10 P.M.

Glenn Clark, Chairman

Pam Pasternak, Recording Secretary

The Special/Study Meeting of the Troy City Planning Commission was called to order by Chair Schultz at 7:30 p.m. on December 1, 2009 in the Council Board Room of the Troy City Hall.

1. ROLL CALL

Present:

Donald Edmunds
Philip Sanzica
Robert M. Schultz
Thomas Strat
John J. Tagle
Lon M. Ullmann
Mark J. Vleck

Absent:

Michael W. Hutson
Mark Maxwell

Also Present:

R. Brent Savidant, Acting Planning Director
Christopher Forsyth, Assistant City Attorney
Richard K. Carlisle, Carlisle/Wortman Associates, Inc.
Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF AGENDA

Resolution # PC-2009-12-094

Moved by: Tagle
Seconded by: Strat

RESOLVED, To approve the Agenda as prepared.

Yes: All present (7)
Absent: Hutson, Maxwell

MOTION CARRIED

3. MINUTES

Mr. Edmunds noted a typographical error on page 5, Resolution # PC-2009-11-093; change "Edwards" to "Edmunds".

Resolution # PC-2009-12-095

Moved by: Edmunds
Seconded by: Sanzica

RESOLVED, To approve the minutes of the November 10, 2009 Regular meeting as corrected.

Yes: All present (7)
Absent: Hutson, Maxwell

MOTION CARRIED

4. PUBLIC COMMENT – For Items Not on the Agenda

There was no one present who wished to speak.

5. BOARD OF ZONING APPEALS (BZA) REPORT

Mr. Sanzica reported on the following item considered at the November 17, 2009 Board of Zoning Appeals (BZA) meeting.

- AT&T Wireless Facility at Troy Lanes, 1890 E. Square Lake – Item postponed.
 - Petitioner to locate tower further east on the back property line, away from church property.
 - Preference is monopole.

6. DOWNTOWN DEVELOPMENT AUTHORITY (DDA) REPORT

Mr. Savidant reported there was no November meeting.

7. PLANNING AND ZONING REPORT

Mr. Savidant addressed the following items:

- Agenda items on December 8, 2009 Regular meeting.
- Progress on 'paperless' Planning Commission.

STUDY ITEMS

8. POTENTIAL SPECIAL USE APPLICATION – Potential Church Outreach Hall, Southeast corner of Adams Road and Bolingbroke (3586 Adams Road), Section 19, Currently Zoned R-1 B (One Family Residential) District

Mr. Savidant introduced the item and stated the petitioner is seeking input from the Planning Commission. Mr. Savidant noted the petitioner would have to address the parking, as well as seek a number of required variances.

The petitioners, Chuck Truan, Brian McCallum and Kyle Beardmore of Detroit Meeting Rooms, Inc., were present.

Mr. Truan gave a PowerPoint presentation that identified the intent and project scope of the proposed facility.

Discussion followed.

Suggestions from around the table related to parking, stormwater management, landscaping and environmental design.

9. ZONING ORDINANCE TEXT AMENDMENT (File Number ZOTA 241) – Establishment of Zoning Administrator

Mr. Savidant introduced the proposed zoning ordinance text amendment. He addressed the City organizational restructuring and the responsibilities that would fall under the Planning Department:

- Board of Zoning Appeals.
- Code Enforcement.
- Interpretation and Administration of the Zoning Ordinance.

Mr. Savidant announced a Special meeting has been called on December 15, 2009 at 6:30 p.m. in the Council Chamber to hold a Public Hearing on the item.

Mr. Carlisle said the Planning Commission had seen the proposed language at a previous meeting and the general consensus was favorable at that time. He addressed the respective responsibilities of the Planning Department and Building Department.

There was discussion on the Zoning Administrator position in relation to the organizational structure. Favorable comments from around the table were expressed.

[Mr. Carlisle exited meeting.]

10. ZONING ORDINANCE TEXT AMENDMENT (File Number ZOTA 239) – Amendment to Article 28, Used Automobile Sales and Indoor Commercial Auctions in M-1 (Light Industrial) District

Mr. Savidant reviewed the recent revisions made to the proposed language.

Discussion followed.

It was determined that staff would tweak language on the concentration of similar uses, and the item would come back for a final review and scheduling of Public Hearing.

11. HISTORIC DISTRICT STUDY COMMITTEE ITEM – Preliminary Report to De-List 4800 Beach Road (88-20-18-203-011)

Mr. Savidant presented the Preliminary Report submitted by the Historic District Study Committee on the de-listing of 4800 Beach Road.

The item required no action.

OTHER BUSINESS

12. PUBLIC COMMENT – Items on Current Agenda

There was no one present who wished to speak.

13. PLANNING COMMISSION COMMENT

Chair Schultz and Mr. Strat commented favorably on the creation of a Zoning Administrator position.

ADJOURN

The Special/Study Meeting of the Planning Commission adjourned at 9:00 p.m.

Respectfully submitted,

Robert M. Schultz, Chair

Kathy L. Czarnecki, Recording Secretary

The Special/Study Meeting of the Troy City Planning Commission was called to order by Chair Schultz at 7:30 p.m. on December 1, 2009 in the Council Board Room of the Troy City Hall.

1. ROLL CALL

Present:

Donald Edmunds
Philip Sanzica
Robert M. Schultz
Thomas Strat
John J. Tagle
Lon M. Ullmann
Mark J. Vleck

Absent:

Michael W. Hutson
Mark Maxwell

Also Present:

R. Brent Savidant, Acting Planning Director
Christopher Forsyth, Assistant City Attorney
Richard K. Carlisle, Carlisle/Wortman Associates, Inc.
Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF AGENDA

Resolution # PC-2009-12-094

Moved by: Tagle
Seconded by: Strat

RESOLVED, To approve the Agenda as prepared.

Yes: All present (7)
Absent: Hutson, Maxwell

MOTION CARRIED

3. MINUTES

Mr. Edmunds noted a typographical error on page 5, Resolution # PC-2009-11-093; change “Edwards” to “Edmunds”.

Resolution # PC-2009-12-095

Moved by: Edmunds
Seconded by: Sanzica

RESOLVED, To approve the minutes of the November 10, 2009 Regular meeting as corrected.

Yes: All present (7)
Absent: Hutson, Maxwell

MOTION CARRIED

4. PUBLIC COMMENT – For Items Not on the Agenda

There was no one present who wished to speak.

5. BOARD OF ZONING APPEALS (BZA) REPORT

Mr. Sanzica reported on the following item considered at the November 17, 2009 Board of Zoning Appeals (BZA) meeting.

- AT&T Wireless Facility at Troy Lanes, 1890 E. Square Lake – Item postponed.
 - Petitioner to locate tower further east on the back property line, away from church property.
 - Preference is monopole.

6. DOWNTOWN DEVELOPMENT AUTHORITY (DDA) REPORT

Mr. Savidant reported there was no November meeting.

7. PLANNING AND ZONING REPORT

Mr. Savidant addressed the following items:

- Agenda items on December 8, 2009 Regular meeting.
- Progress on ‘paperless’ Planning Commission.

STUDY ITEMS

8. POTENTIAL SPECIAL USE APPLICATION – Potential Church Outreach Hall, Southeast corner of Adams Road and Bolingbroke (3586 Adams Road), Section 19, Currently Zoned R-1 B (One Family Residential) District

Mr. Savidant introduced the item and stated the petitioner is seeking input from the Planning Commission. Mr. Savidant noted the petitioner would have to address the parking, as well as seek a number of required variances.

The petitioners, Chuck Truan, Brian McCallum and Kyle Beardmore of Detroit Meeting Rooms, Inc., were present.

Mr. Truan gave a PowerPoint presentation that identified the intent and project scope of the proposed facility.

Discussion followed.

Suggestions from around the table related to parking, stormwater management, landscaping and environmental design.

9. ZONING ORDINANCE TEXT AMENDMENT (File Number ZOTA 241) – Establishment of Zoning Administrator

Mr. Savidant introduced the proposed zoning ordinance text amendment. He addressed the City organizational restructuring and the responsibilities that would fall under the Planning Department:

- Board of Zoning Appeals.
- Code Enforcement.
- Interpretation and Administration of the Zoning Ordinance.

Mr. Savidant announced a Special meeting has been called on December 15, 2009 at 6:30 p.m. in the Council Chamber to hold a Public Hearing on the item.

Mr. Carlisle said the Planning Commission had seen the proposed language at a previous meeting and the general consensus was favorable at that time. He addressed the respective responsibilities of the Planning Department and Building Department.

There was discussion on the Zoning Administrator position in relation to the organizational structure. Favorable comments from around the table were expressed.

[Mr. Carlisle exited meeting.]

10. ZONING ORDINANCE TEXT AMENDMENT (File Number ZOTA 239) – Amendment to Article 28, Used Automobile Sales and Indoor Commercial Auctions in M-1 (Light Industrial) District

Mr. Savidant reviewed the recent revisions made to the proposed language.

Discussion followed.

It was determined that staff would tweak language on the concentration of similar uses, and the item would come back for a final review and scheduling of Public Hearing.

11. HISTORIC DISTRICT STUDY COMMITTEE ITEM – Preliminary Report to De-List 4800 Beach Road (88-20-18-203-011)

Mr. Savidant presented the Preliminary Report submitted by the Historic District Study Committee on the de-listing of 4800 Beach Road.

The item required no action.

OTHER BUSINESS

12. PUBLIC COMMENT – Items on Current Agenda

There was no one present who wished to speak.

13. PLANNING COMMISSION COMMENT

Chair Schultz and Mr. Strat commented favorably on the creation of a Zoning Administrator position.

ADJOURN

The Special/Study Meeting of the Planning Commission adjourned at 9:00 p.m.

Respectfully submitted,



Robert M. Schultz, Chair



Kathy L. Gzarnecki, Recording Secretary

A regular meeting of the Liquor Advisory Committee was held on Monday, December 14, 2009 in the Council Board Room of Troy City Hall, 500 West Big Beaver Road. Chairman Max K. Ehlert called the meeting to order at 7:00 p.m.

Roll Call

PRESENT: Max K. Ehlert, Chairman
W. Stan Godlewski
Patrick C. Hall
David S. Ogg
Timothy P. Payne
Bohdan L. Ukraineec

ABSENT: Andrew Kaltsounis

ALSO PRESENT: Officer James Feld
Susan Lancaster, Assistant City Attorney
Lauren Harden, student representative
Dane Lepola, student representative
Pat Gladysz

Resolution to Excuse Committee Member Kaltsounis

Resolution #LC2009-12-023
Moved by Hall
Seconded by Ogg

RESOLVED, That the absence of Committee member Kaltsounis at the Liquor Advisory Committee meeting of December 14, 2009 be **EXCUSED**.

Yes: 6
No: 0
Absent: Kaltsounis

Resolution to Approve Minutes of November 9, 2009 Meeting

Resolution #LC2009-12-024
Moved by
Seconded by

RESOLVED, That the Minutes of the November 9, 2009 meeting of the Liquor Advisory Committee be **APPROVED**.

Yes: 6
No: 0
Absent: Kaltsounis

Agenda Items

1. **M&M Troy, Inc.**; requests new SDM license to be located at 1634 John R, Troy, MI 48083, Oakland County. {MLCC Req #438202} *This applicant was originally denied by the Liquor Advisory Committee because the business did not have the minimum \$250,000 in approved stock inventory. The business is now in compliance with the City Ordinance and wishes to return to seek approval*

Present to answer questions from the Committee was Majid Kesto.

Mr. Kesto stated that he is now in compliance with the City Ordinance in that he has \$250,000 of approved stock inventory. All inspections by the Building and Fire Departments have been approved.

Officer Feld confirmed that all inspections have been approved.

Resolution #LC2009-12-025

Moved by Hall

Seconded by Ehlert

RESOLVED, That the Liquor Advisory Committee recommends that the request of M&M Troy, Inc. for a new SDM licensed to be located at 1634 John R, Troy, MI 48083, Oakland County, be **APPROVED**.

Yes: 5
No: Ukrainec
Absent: Kaltsounis

2. **Kher Enterprises, Inc.** requests transfer ownership of 2009 SDD & SDM from Troy Cheese and Wine Market, Inc. located at 2558 – 2560 East Maple Road, Troy, MI 48083 {MLCC Req. #522806}. *This is a new owner purchasing the business.*

Present to answer questions from the Committee were Labhu and Hansaben Kher.

Mr. Kher advised the Committee that he and his wife have purchased this business. The previous owner has agreed to remain on site for training purposes as long as necessary. All employees will be TIPS/TAMS trained. The final electrical inspection has been requested but not yet conducted.

Officer Feld stated that all Building Department inspections have passed with the exception of the electrical inspection.

Resolution #LC2009-12-026

Moved by Hall

Seconded by Godlewski

RESOLVED, That the Liquor Advisory Committee recommends that the request of Kher Enterprises, Inc. to transfer ownership of 2009 SDD & SDM license from Troy Cheese and Wine Market, Inc. located at 2558-2560 East Maple Road, Troy, MI 48083 be **APPROVED** contingent on the successful completion of employee training and approval of the Building Department electrical inspection.

Yes: 6
No: 0
Absent: Kaltsounis

-
3. **Sinbad Inc.** requests transfer ownership of 2006 Class C Licensed Business, located in Escrow at 29855 Northwestern, Southfield, MI 48034, Oakland County, From F & S Food Service, Inc.: David H. Fink, Receiver to Sinbad, Inc.: Transfer Location (Governmental Unit) MCL 436.1531(1) to 336 John R, Troy, MI 48083, Oakland County; and request a new Dance-Entertainment Permit to be held in conjunction {MLCC Req. #528006}. Sinbad seeks approval for a Class C License pending final inspections. (Sinbad Inc. will then complete renovations including a new bar area prior to opening. License **will not** be issued until passing final inspections of the business). *Sinbad Inc. is leasing the space that originally was the Troy Manor located within the Oakland Plaza Shopping Area.*

Present to answer questions from the Committee were attorney John Hindo and business owners Sabah Garmo and Raad Shango.

Mr. Hindo advised the Committee that his clients have signed a lease for this restaurant and plan to host small private parties. The capacity of this establishment is 230 people. Upon approval of the license transfer, the owners plan to do minor interior renovations, predominantly of a cosmetic nature. All employees will receive TIPS/TAMS training.

Officer Feld stated that the Building Department inspections will be scheduled upon completion of the renovations.

Resolution #LC2009-12-027

Moved by Hall

Seconded by Ogg

RESOLVED, That the Liquor Advisory Committee recommends that the request to transfer ownership of 2006 Class C licensed business located in escrow at 29855 Northwestern, Southfield, MI 48034, Oakland, from F & S Food Service, Inc., David H. Fink, Receiver, to Sinbad, Inc.; request to transfer location to 336 John R, Troy, MI 48083, Oakland County; and request for a new Dance-Entertainment Permit to be held in conjunction be **APPROVED** contingent on the approval of all Building Department inspections.

Yes: 6

No: 0

Absent: Kaltsounis

-
4. **NKG Business, Inc.** requests transfer ownership of escrowed 2009 SDD & SDM Licensed Business from Peoples State Bank, located at 3176 Rochester, Troy, MI 48083, Oakland County {MLCC Req#527498} – *Former site of the Buscemi’s Party Store*

Present to answer questions from the Committee were attorney John Hindo and business owner Nagi Abad.

Mr. Hindo advised the Committee that his clients are re-opening the Buscemi’s Party Store. They own another Buscemi’s location and have been in the party store business for over 12 years. All employees will receive TIPS/TAMS training.

Officer Feld stated that the Police Department has nothing to report.

Resolution #LC2009-12-028

Moved by Ukrainec

Seconded by Hall

RESOLVED, That the Liquor Advisory Committee recommends that the request of NKG Business, Inc. to transfer ownership of escrowed 2009 SDD & SDM Licensed Business from Peoples State Bank, located at 3176 Rochester, Troy, MI 48083, Oakland County, be **APPROVED**.

Yes: 6
No: 0
Absent: Kaltsounis

Officer Feld updated the Committee on the following information items:

Numan Troy, Inc.

There are problems with the necessary minimum inventory for Ordinance compliance.

The Saint Andrew’s Society of Detroit

This location will undergo major renovation after a Club License is obtained.

Space Station of Troy, Inc.

The owners wish to obtain a SDM license. There may be opposition from residents in the area.

E Mart, L.L.C.

This is an oriental market at East Big Beaver and Dequindre.

Ram’s Horn

The owners are pursuing the transfer of a Class C license. If successful, they will close the restaurant for renovation.

Franco’s Restaurant

There will be a transfer of ownership

The meeting adjourned at 7:40 p.m.

Max K. Ehlert, Chairman

Patricia A. Gladysz, Secretary II

A meeting of the Troy Election Commission was held September 25, 2009, at City Hall, 500 W. Big Beaver Road. City Clerk Bartholomew called the Meeting to order at 8:11 AM.

ROLL CALL:

PRESENT: David Anderson, Timothy Dewan, City Clerk Tonni Bartholomew

ABSENT:

Minutes: Regular Meeting of August 27, 2009

Resolution #EC-2009-09-009

Moved by Dewan

Seconded by Anderson

RESOLVED, That the Minutes of August 27, 2009, are **APPROVED** as placed on the table.

Yes: Anderson, Dewan, Bartholomew

No: None

MOTION CARRIED

Approval of Election Inspector Assignments – Tuesday, November 3, 2009 Election

Resolution #EC-2009-09-010

Moved by Anderson

Seconded by Dewan

RESOLVED, That Election Inspectors be **APPOINTED** for the Tuesday, November 3, 2009 General Election, as presented by the City Clerk.

Yes: Anderson, Dewan, Bartholomew

No: None

MOTION CARRIED

Confirmation of Ballot Language – Tuesday, November 3, 2009 General Election

Resolution #EC-2009-09-011

Moved by Dewan

Seconded by Anderson

RESOLVED, That the ballot language for the Tuesday, November 3, 2009 General Election, as revised by the Attorney General's Office, is hereby **CONFIRMED**.

Yes: Anderson, Dewan, Bartholomew
No: None

MOTION CARRIED

Adjournment:

The meeting was adjourned at 8:18 AM.

Tonni L. Bartholomew, MMC
City Clerk

A meeting of the Troy Election Commission was held December 17, 2009, at City Hall, 500 W. Big Beaver Road. City Clerk Bartholomew called the Meeting to order at 8:10 AM.

ROLL CALL:

PRESENT: David Anderson, City Clerk Tonni Bartholomew
ABSENT: Timothy Dewan,

Minutes: Regular Meeting of September 25, 2009

Resolution #EC-2009-12-012
Moved by Anderson
Seconded by Bartholomew

RESOLVED, That the Minutes of September 25, 2009, are **APPROVED** as submitted.

Yes: Anderson, Bartholomew
No: None
Absent: Dewan

MOTION CARRIED

Approval of Consolidation of Precincts

Resolution #EC-2009-12-013
Moved by Anderson
Seconded by Bartholomew

RESOLVED, That the Election Commission of the City of Troy hereby **AUTHORIZES** that applicable precincts servicing qualified electors in the City of Troy be **CONSOLIDATED** for the February 23, 2010 Special Election in accordance with MCL 168.659.

Yes: Anderson, Bartholomew
No: None
Absent: Dewan

MOTION CARRIED

Adjournment:

The meeting was adjourned at 8:11 AM.

Tonni L. Bartholomew, MMC
City Clerk

CITY OF TROY
TRAVEL EXPENSE REPORT

Name: Robin Beltramini Position: Council Member

Other Employees Included in Request: -

Trip Destination: Mtn. View CA Date From: Oct. 8, 2009 To: Oct 11, 2009

Purpose of Trip: Meeting of NLC's Finance, Administration & Intergovernmental Relations Steering Cte.

| Items | Sun | Mon | Tues | Wed | Thurs | Fri | Sat | TOTAL |
|--|---------------------|-----|------|-----|----------------------|--------------------|--------------------|-----------------------|
| Dates: | 10/11 | | | | 10/08 | 10/09 | 10/10 | |
| Miles (Personal Car) | | | | | | | | |
| Enter Current Mileage | | | | | | | | |
| Rate: \$ 0.55 /mile | | | | | | | | |
| City Car Expense (Details on Bottom) | | | | | | | | |
| Air/Bus/Train | | | | | \$379. ⁴⁰ | | | \$ 379. ⁴⁰ |
| Registration | | | | | | | | |
| Room (Attach all Receipts) | | | | | 145. ²⁰ | 108. ⁹⁰ | 108. ⁹⁰ | 363. ⁰⁰ |
| Meals (Include tips and taxes. Note meals included with registration) | | | | | | | | |
| Breakfast: | | | | | | | | |
| Lunch: | | | | | 6. ⁹³ | | | 6. ⁹³ |
| Dinner: | 11. ¹¹ | | | | | | | 11. ¹¹ |
| Other TAXI Detail, Explain Below | 65. ⁰⁰ | | | | \$65. ⁰⁰ | | | 130. ⁰⁰ |
| Additional Other Detail, Explain Below | 15. ⁰⁰ | | | | 15. ⁰⁰ | | | 30. ⁰⁰ |
| TOTAL EXPENSE | \$91. ¹¹ | | | | 611. ⁵³ | 108. ⁹⁰ | 108. ⁹⁰ | \$920. ⁴⁴ |

| Details of City Car Expense | |
|--|--|
| Total Mileage | |
| Gasoline/Oil Purchased (Attach Receipts) | |
| Maintenance Work (Attach Receipts) | |
| Parking/Storage | |
| Other () | |
| Total | |

| | |
|------------------------------------|----------------------|
| Cash Advanced and Prepaid Expenses | \$379. ⁴⁰ |
| P-Card Purchases | |
| Balance Due Employee | \$541. ⁰⁴ |
| (or) Balance Due City | |

Requested By: Robin E. Beltramini Date: Nov 30, 2009
 Department Head: [Signature] Date: 12/9/09
 Approved - Human Resources Director: [Signature] Date: 12-8-09
 Approved - Financial Services Director: [Signature] Date: 12-8-09

Notes and Explanations:
Baggage fee.

Charge to: City Council- Education and Training Account # 1027960110



M-03a

WARREN POLICE DEPARTMENT

29900 CIVIC CENTER BLVD.
WARREN, MI 48093
(586) 574-4700
FAX (586) 574-4862
www.cityofwarren.org

November 23, 2009

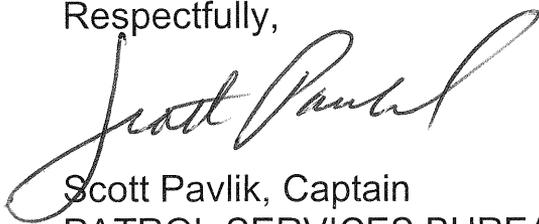
Chief Gary Mayer
Troy Police Department
500 W. Big Beaver
Troy, MI 48084

Dear Chief Mayer,

Thank you again for generously allowing the Warren Police Department to utilize PO Bednard with PSD Ronnie and PO Brazel with PSD Ticco in our Sniff/Sweep operations at Cousino and Fitzgerald High Schools. The extra officers allowed the operation to move along quickly and smoothly.

Thank you again for your assistance.

Respectfully,



Scott Pavlik, Captain
PATROL SERVICES BUREAU

SP/jg

CITY MANAGER
DIVISION COMMANDERS
FILES

11-30-09

P.O. BEDNARD
P.O. BRAZEL

THANKS FOR REPRESENTING
TROY P.D. ON THIS.



2871 Troy Center Dr., #4002
Troy, MI 48084

November 18, 2009

Chief Gary Mayer
City of Troy Police
500 West Big Beaver
Troy, MI 48084

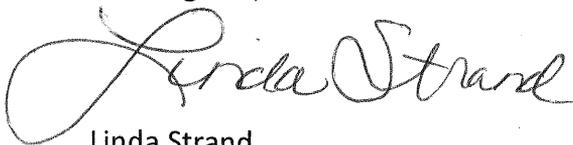
Dear Chief Mayer,

Re: Case # 09-35426

On Thursday, November 11th I was driving east on Kirts Blvd. towards Livernois when my car simply stopped. As I was waiting for a tow truck Officer Joseph Mairorano drove by, saw my emergency flashers going, turned around and came back to offer assistance. He stayed behind my car until the tow truck came, which meant I could safely wait in my car rather than having to stand beside it.

It was a small act, but a big deal to me. I appreciate what the police department did for me and what you do for the community.

Best regards,



Linda Strand

11-30-09

P.O. MAIORANO

THANKS FOR REPRESENTING
ALL OF US SO WELL.



CITY MANAGER
DIVISION COMMANDERS
FILES

**Human Resources Department**

Date: December 17, 2009

TO: All Classified & Exempt Employees

FROM: John Szerlag, City Manager
Peggy Sears, Human Resources Director

SUBJECT: Results of Union Elections

By now each of you should have received the tabulation of results from both union elections which show that department directors and other Classified and Exempt employees voted in favor of not being unionized. We are pleased in that this sends a message to management that a majority of you trust the relationship we have developed over the years, and would prefer to work directly with management to address the issues with which we have to deal.

In the informational meetings that have been held during the election campaign period, many of you expressed a desire to be able to take an active role in working with management to arrive at concessions and other cost-saving measures to help address the budget deficit projections. To that end, we intend to invite participation in meetings to hear your suggestions and discuss options for management to take into consideration. (Some of you have indicated that, while you would like to contribute to this process, you would like to do so anonymously, and that is also fine.) We are confident that as we move forward we can continue to build on the relationship we've had.

Please know that these meetings cannot take place until MERC has officially certified the election results. The certification is expected to take place within the next ten days. Our discussions will begin early in January.

JS/PES/bjm



CITY COUNCIL REPORT

November 23, 2009

TO: John Szerlag, City Manager

FROM: Gary Mayer, Chief of Police
William Nelson, Fire Chief
Captain Gerard Scherlinck
Sergeant Donald Ostrowski

SUBJECT: 2009 Grant Summary

In 2009, the City of Troy Police Department applied for several U.S. Department of Justice Grants under the Recovery Act. We have just received the last notification on the grants we applied for in 2009. Here is a summary of the grants and their depositions:

1. COPS Hiring Grant: Applied for 2 full time officers. (3 yrs grant funded, 1 yr city funded)
 - a. Grant Requested: \$480,238 (Grant Denied)
2. BYRNE Civilian Competitive Grant: Applied for four part time civilian positions to work walk-up desk. (3yrs grant funded)
 - a. Grant Requested: \$161,500 (Grant Denied)
3. BYRNE Civilian Competitive Grant: Applied for 1 full time and 1 part-time civilian for Crime Analysis (3yrs grant funded)
 - a. Grant Requested: \$214,450 (Grant Denied)
4. BYRNE Civilian Competitive Grant: Applied for 1 full time civilian to move department to E-Learning (3yrs grant funded)
 - a. Grant Requested: \$112,802 (Grant Denied)
5. BYRNE Equipment Grant: Police Equipment
 - a. Awarded \$40,445
6. Operation Ranger Grant: Haz-Mat Equipment
 - a. Grant Requested: 2009 Polaris 6x6 Ranger (\$12,200 value) Grant Denied
7. State of Michigan Regional Response Team Network (RRTN)
 - a. Received \$30,000 for Training and Equipment
8. Urban Area Security Initiative (Regional Grant for the Oakland County Hazardous Materials Response Teams)
 - a. Received \$230,000 for Hazardous Materials Equipment



CITY COUNCIL REPORT

December 14, 2009

TO: John Szerlag, City Manager

FROM: John M. Lamerato, Assistant City Manager/Finance & Administration
James A. Nash, Financial Services Director
Stephen Cooperrider, Risk Manager

SUBJECT: Agenda Item – City Employees’ Dental Insurance Coverage

The City of Troy has consistently acted to provide insurance benefits to its employees’ at a reasonable cost. City administration has always selected the insurers for this coverage based on cost and coverage required by collective bargaining agreements. Over the years, differences in coverage developed from one employee group to another. The administrative burden of handling dozens of plan options did not benefit either the employees or the City. To that end, and through the interest based bargaining format, the City of Troy proposed to all union groups the creation of an employee insurance benefits committee. All union groups at that time agreed to the creation of this committee. The committee consists of a representative from each union, a classified group employee, and City management. The mission of the committee is to develop a common insurance benefits platform for all full-time employees, and to investigate and evaluate ways to reduce costs, recommend appropriate coverage for employees, evaluate insurance carriers, and provide an open forum to exchange ideas with regard to insurance benefit information, and other related matters.

In early fall of 2009, the Risk Manager inquired of our insurance broker, Ms. Stephanie Sorenson of Willis of Michigan, what the dental coverage rates for 2010 were projected to be. The City is currently insured through MetLife. Our broker found that MetLife was indicating an 8.2% increase was projected. The Risk Manager did not find this acceptable given the City’s current economic climate. The Risk Manager asked our broker to put the dental coverage out to the marketplace, and asked for a three-year rate guarantee. Ms. Sorenson requested quotes from fourteen nationally recognized dental insurance companies and third party administrators. They included: American Dental Network, Assurant, Aetna, Blue Cross Blue Shield, Delta Dental, Fort Dearborn, Guardian, Humana, Lincoln Financial, Mutual of Omaha, The Principal, Reliance Standard, The Standard Insurance Company, and Sun Life Financial.

We received nine quotes offering a one year rate guarantee, one did not respond, and four declined to quote for various reasons. The quotes were as follows:

| <u>Carrier</u> | <u>Annual Cost</u> |
|-------------------|--------------------|
| Sun Life | \$485,756 |
| Aetna | \$485,791 |
| Delta Dental | \$485,802 |
| Lincoln Financial | \$493,278 |
| Humana | \$494,966 |
| BCBSM | \$522,252 |
| MetLife | \$528,369 |
| Fort Dearborn | \$548,632 |
| Reliance Standard | \$556,996 |
| The Standard | \$631,176 |

We also received quotes from four of the same carriers offering a two-year rate guarantee. The quotes are as follows:

| <u>Carrier</u> | <u>Annual Cost 1st yr</u> | <u>Annual Cost 2nd yr</u> |
|----------------|--------------------------------------|--------------------------------------|
| Humana | \$494,966 | \$494,966 |
| Aetna | \$499,006 | \$499,006 |
| Delta Dental | \$485,802 | \$512,856 |
| Sun Life | \$502,772 | \$502,772 |

In addition, we received quotes from six of the carriers offering a self-insured arrangement where they would act as a third party administrator. The administrative fees, and projected claims based on current claims experience, network discounts and trends provided by each, provided an overall annual cost. First year quotes are provided which are based on the current number of employees. Those quotes are as follows:

| <u>Carrier</u> | <u>Annual Cost</u> |
|-------------------------|--------------------|
| Sun Life | \$432,189 |
| American Dental Network | \$456,801 |
| Delta Dental | \$459,975 |
| Humana | \$489,191 |
| BCBSM | \$565,427 |

There are advantages and disadvantages to a self-insurance program. The advantage to self-insuring is there is no premium. Your cost is for claims in addition to an administrative fee per covered employee. Payments are based only on our employees' claims experience and not on a wider pool of other insured. We keep any savings. Disadvantages include; the City would assume the risk of dental claims, and claims are somewhat unpredictable, adding more fluctuation to cash flow.

We reviewed our claims for the past three years. Claim totals for 2006, 2007, and 2008 were \$370,388, \$396,472, and \$400,163 respectively. This information was provided by Willis of Michigan upon review of MetLife claims data. After conducting a review of recent years' annual premium paid verses the annual claims paid we determined that we should select the self-insured Sun Life program for the City employees.

Ms. Sorenson presented the Sun Life program to the employee Committee for review and questions. The Sun Life quote was the lowest. In addition, the benefit level is the same as what is currently being provided to employees. All current collective bargaining agreements indicate the City

may purchase at least equivalent coverage. Ms. Sorenson is recommending the Sun Life self-insured dental program to City Management. The savings in the first year is estimated at \$68,629 compared to the estimated premium to be paid if we remain with MetLife.

Sun Life (self-insured program) is proposing a three-year rate guarantee on their administrative fees. Reasonable and customary costs are to be based on the 90th percentile. In addition, Sun Life has more providers participating within their network, compared to the current plan. Employees using providers within the network will experience an average 20% discount, and dentists participating in the network cannot balance bill. By having more providers within the network more discounts may be utilized. If employees utilize providers within the network, paid claims could be reduced resulting in lower costs to the City and cost savings to employees.

The Risk Management Department has contacted several municipalities in Michigan for references on the Sun Life dental program. All are pleased with the service and cost savings they have experienced through Sun Life.