



AGENDA

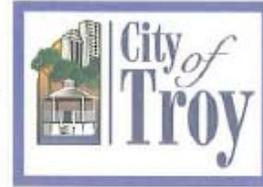
Regular Meeting of the

CITY COUNCIL OF THE CITY OF TROY

OCTOBER 4, 2010
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 black ink, appearing to read "John Szerlag". The signature is fluid and cursive.

John Szerlag, City Manager



CITY COUNCIL AGENDA

October 4, 2010 – 7:30 PM
Council Chambers
City Hall - 500 West Big Beaver
Troy, Michigan 48084
(248) 524-3317

<u>INVOCATION: Pastor A.C. Phipps of Evanswood Church of God</u>	1
<u>PLEDGE OF ALLEGIANCE</u>	1
<u>A. CALL TO ORDER:</u>	1
<u>B. ROLL CALL:</u>	1
<u>C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:</u>	1
C-1 Certificates of Recognition and Special Presentations Scheduled	1
a) Presentation given by Marla J. Larsen-Williams, Real Estate Specialist with the United States Postal Service regarding Troy's Main Post Office Property	1
<u>D. CARRYOVER ITEMS:</u>	1
D-1 No Carryover Items	1
<u>E. PUBLIC HEARINGS:</u>	1
E-1 No Public Hearings Scheduled	1
<u>F. PUBLIC COMMENT:</u>	1
<u>G. RESPONSE / REPLY TO PUBLIC COMMENT</u>	2
<u>H. POSTPONED ITEMS:</u>	2
H-1 No Postponed Items	2

<u>I.</u>	<u>REGULAR BUSINESS:</u>	<u>2</u>
I-1	Appointments to Boards and Committees:	2
I-2	Nominations for Appointments to Boards and Committees: None Scheduled	2
I-3	Request for Closed Session – None Requested	2
I-4	Winter Maintenance Agreement – Road Commission for Oakland County (RCOC)	2
I-5	Consulting/Professional Services Agreement with the International City Management Association (ICMA)	3
<u>J.</u>	<u>CONSENT AGENDA:</u>	<u>3</u>
J-1a	Approval of “I” Items NOT Removed for Discussion	3
J-1b	Address of “I” Items Removed for Discussion by City Council	4
J-2	Approval of City Council Minutes	4
J-3	Proposed City of Troy Proclamations: None Proposed	4
J-4	Standard Purchasing Resolutions:	4
	a) Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds	4
J-5	Application for New SDM License for San Marino Club, Inc.	5
J-6	Announcement of Public Hearing for October 18, 2010 – Community Development Block Grant (CDBG) 2011 Application	6
<u>K.</u>	<u>MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:</u>	<u>6</u>
K-1	Announcement of Public Hearings: No Announcements Forwarded	6
K-2	Memorandums (Items submitted to City Council that may require consideration at some future point in time): No Memorandums Forwarded	6

L. COUNCIL REFERRALS: 6

L-1 No Council Referrals Advanced 7

M. COUNCIL COMMENTS 7

M-1 No Council Comments Advanced 7

N. REPORTS 7

N-1 Minutes – Boards and Committees: 7

- a) Library Advisory Board – Final – June 10, 2010..... 7
- b) Board of Zoning Appeals – Draft – July 20, 2010..... 7
- c) Board of Zoning Appeals – Final – July 20, 2010..... 7
- d) Liquor Advisory Committee Minutes – Final – August 9, 2010 7
- e) Planning Commission Special/Study Meeting – Final – August 24, 2010 7
- f) Planning Commission/Birmingham Planning Board Special/Joint - Draft –
September 8, 2010 7
- g) Liquor Advisory Committee – Draft – September 13, 2010 7
- h) Planning Commission Regular Meeting – Draft – September 14, 2010 7
- i) Board of Zoning Appeals – Draft – September 21, 2010..... 7
- j) Board of Zoning Appeals/Study Session – Draft – September 21, 2010..... 7
- k) Election Commission – Draft – September 23, 2010..... 7

N-2 Department Reports: 7

- a) 2010 Third Quarter Litigation Report 7

N-3 Letters of Appreciation: No Letters of Appreciation 7

N-4 Proposed Proclamations/Resolutions from Other Organizations: None Forwarded 7

N-5 Communication from the State of Michigan Public Service Commission Regarding
Notice of Hearing for the Natural Gas Customers of The Consumers Energy
Company – Case No. U-16441 7

N-6 Library Proposals / Ordinance Initiative Petition 7

O. STUDY ITEMS 7

O-1 No Study Items 7

P. CLOSED SESSION: 7

P-1 None Requested 7

Q. ADJOURNMENT 7

FUTURE CITY COUNCIL PUBLIC HEARINGS: 8

Monday, October 11, 2010 - Industrial Development District (IDD) and Industrial
Facilities Exemption Certificate (IFEC) for Magna Powertrain..... 8
Monday, October 11, 2010 - Industrial Development District (IDD) and Industrial
Facilities Exemption Certificate (IFEC) for Witzenmann USA, LLC..... 8

SCHEDULED CITY COUNCIL MEETINGS: 8

Monday, October 11, 2010 Regular Meeting..... 8
Monday, October 18, 2010 Regular Meeting..... 8
Monday, November 8, 2010 Regular Meeting..... 8
Monday, November 15, 2010 Regular Meeting..... 8
Monday, November 22, 2010 Regular Meeting..... 8
Monday, December 6, 2010 Regular Meeting..... 8
Monday, December 13, 2010 Regular Meeting..... 8
Monday, December 20, 2010 Regular Meeting..... 8

SCHEDULED SPECIAL CITY COUNCIL MEETINGS: 8

Monday, October 11, 2010 (5:30 PM) Barry Demp Coaching -Special Meeting 8

INVOCATION: Pastor A.C. Phipps of Evanswood Church of God

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) Excuse Absent Council Members:

Suggested Resolution

Resolution #2010-10-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of _____ at the Regular City Council Meeting of Monday, October 4, 2010 due to _____.

Yes:

No:

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 Certificates of Recognition and Special Presentations Scheduled

- a) Presentation given by Marla J. Larsen-Williams, Real Estate Specialist with the United States Postal Service regarding Troy’s Main Post Office Property

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:

E-1 No Public Hearings Scheduled

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.*

- 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.

G. RESPONSE / REPLY TO PUBLIC COMMENT

H. POSTPONED ITEMS:

H-1 No Postponed Items

I. REGULAR BUSINESS:

I-1 Appointments to Boards and Committees:

a) **Mayoral Appointments: None Scheduled**

b) **City Council Appointments/Confirmation: None Scheduled**

I-2 Nominations for Appointments to Boards and Committees: None Scheduled

I-3 Request for Closed Session – None Requested

I-4 Winter Maintenance Agreement – Road Commission for Oakland County (RCOC)

Suggested Resolution

Resolution #2010-10-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **APPROVES** the 2010-2011 Winter Maintenance Agreement between the Road Commission for Oakland County (RCOC) and the City of Troy for Snow and Ice Control of nine segments of Priority I and Priority II county roads, which are described and outlined in Exhibit A;

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** the necessary documents, a copy of this agreement, which is authorized by the provisions of 1951 PA 51 (MCL 247.651 et seq.), shall be **ATTACHED** to the original Minutes of this meeting.

Yes:

No:

I-5 Consulting/Professional Services Agreement with the International City Management Association (ICMA)

Suggested Resolution

Resolution #2010-10-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **AWARDS** an agreement for consulting / professional services with the International City Management Association (ICMA) of Washington, DC, not-to-exceed \$208,360.00 including travel costs, in accordance with the Professional Services Agreement to be dated October 5, 2010, a copy of which shall be **ATTACHED** to the original Minutes of this meeting with the award **CONTINGENT** upon the contractor's submission of properly executed contract documents and all other specified requirements; and

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

BE IT FINALLY RESOLVED, That the General Fund Budget is **AMENDED** by increasing the Human Resources budget by \$208,360.00 and that the source of funds will come from the Capital Projects Fund Local Roads budget.

Yes:

No:

J. CONSENT AGENDA:

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

Suggested Resolution

Resolution #2010-10-

Moved by

Seconded by

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

Yes:

No:

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

J-2 Approval of City Council Minutes

Suggested Resolution

Resolution #2010-10-

RESOLVED, That Troy City Council hereby **APPROVES** the Minutes of the 6:30 PM Special and the 7:30 PM Regular City Council Meetings of September 20, 2010 as submitted.

J-3 Proposed City of Troy Proclamations: None Proposed

J-4 Standard Purchasing Resolutions:

a) Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds

Suggested Resolution

Resolution #2010-10-

1. Troy Community Coalition

RESOLVED, That Troy City Council hereby **APPROVES** the expenditure of funds budgeted in the 2010/2011 fiscal year to the *Troy Community Coalition* to provide community services to prevent drug and alcohol abuse in the amount of \$50,000.00; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** the agreements to fund these services, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

2. Common Ground

RESOLVED, That Troy City Council hereby **APPROVES** the expenditure of funds budgeted in the 2010/2011 fiscal year to *Common Ground* to provide community service programs to the residents of the City of Troy in the amount of \$2,040.00; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** the agreements to fund these services, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

3. HAVEN

RESOLVED, That Troy City Council hereby **APPROVES** the expenditure of funds budgeted in the 2010/2011 fiscal year to the *HAVEN Program* to provide community services to support victims of domestic assault for the residents of the City of Troy in the amount of \$4,370.00; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** the agreements to fund these services, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

4. Avondale Youth Assistance

RESOLVED, That Troy City Council hereby **APPROVES** the expenditure of funds budgeted in the 2010/2011 fiscal year to the *Avondale Youth Assistance* to provide counseling and community services to prevent youth offender recidivism to the residents of Troy who reside in the Avondale School District at a cost of \$2,920.00 which shall be paid in one installment; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** the agreements to fund these services, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

5. Troy Youth Assistance

RESOLVED, That Troy City Council hereby **APPROVES** the expenditure of funds budgeted in the 2010/2011 fiscal year to the Troy Youth Assistance to provide diversion programs and community services to the residents of the City of Troy at a cost of \$17,080.00 which shall be paid in quarterly installments; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** the agreements to fund these services, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-5 Application for New SDM License for San Marino Club, Inc.**a) New License**

Suggested Resolution
Resolution #2010-10-

RESOLVED, That Troy City Council hereby **CONSIDERS** for **APPROVAL** San Marino Club, Inc. for a New SDM License located at 1685-1695 East Big Beaver Road, Troy, MI 48083, Oakland County {MLCC Request #487689} "above all others"; 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:

b) Agreement

Suggested Resolution
Resolution #2010-10-

WHEREAS, The Troy City Council deems it necessary to enter into 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 San Marino Club, Inc. for a New SDM license located at 1685-1695 East Big Beaver Road, Troy, MI 48083, Oakland County {MLCC Request #487689} 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:

J-6 Announcement of Public Hearing for October 18, 2010 – Community Development Block Grant (CDBG) 2011 Application

Suggested Resolution
Resolution #2010-10-

RESOLVED, That Troy City Council hereby **SCHEDULES** a Public Hearing at their Regular meeting on Monday, October 18, 2010 at 7:30 PM or as soon thereafter as the agenda will permit for the purpose of hearing public comments on the adoption of the Community Development Block Grant 2011 application in the approximate amount of \$173,970.00 to fund eligible projects.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings: No Announcements Forwarded

K-2 Memorandums (Items submitted to City Council that may require consideration at some future point in time): No Memorandums Forwarded**L. COUNCIL REFERRALS:**

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

L-1 No Council Referrals Advanced

M. COUNCIL COMMENTS

M-1 No Council Comments Advanced

N. REPORTS

N-1 Minutes – Boards and Committees:

- a) Library Advisory Board – Final – June 10, 2010
- b) Board of Zoning Appeals – Draft – July 20, 2010
- c) Board of Zoning Appeals – Final – July 20, 2010
- d) Liquor Advisory Committee Minutes – Final – August 9, 2010
- e) Planning Commission Special/Study Meeting – Final – August 24, 2010
- f) Planning Commission/Birmingham Planning Board Special/Joint - Draft – September 8, 2010
- g) Liquor Advisory Committee – Draft – September 13, 2010
- h) Planning Commission Regular Meeting – Draft – September 14, 2010
- i) Board of Zoning Appeals – Draft – September 21, 2010
- j) Board of Zoning Appeals/Study Session – Draft – September 21, 2010
- k) Election Commission – Draft – September 23, 2010

N-2 Department Reports:

- a) 2010 Third Quarter Litigation Report

N-3 Letters of Appreciation: No Letters of Appreciation

N-4 Proposed Proclamations/Resolutions from Other Organizations: None Forwarded

N-5 Communication from the State of Michigan Public Service Commission Regarding Notice of Hearing for the Natural Gas Customers of The Consumers Energy Company – Case No. U-16441

N-6 Library Proposals / Ordinance Initiative Petition

O. STUDY ITEMS

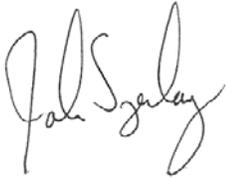
O-1 No Study Items

P. CLOSED SESSION:

P-1 None Requested

Q. ADJOURNMENT

Respectfully submitted,



John Szerlag, City Manager

FUTURE CITY COUNCIL PUBLIC HEARINGS:

- Monday, October 11, 2010 - Industrial Development District (IDD) and Industrial Facilities Exemption Certificate (IFEC) for Magna Powertrain
- Monday, October 11, 2010 - Industrial Development District (IDD) and Industrial Facilities Exemption Certificate (IFEC) for Witzenmann USA, LLC

SCHEDULED CITY COUNCIL MEETINGS:

- Monday, October 11, 2010 Regular Meeting
- Monday, October 18, 2010 Regular Meeting
- Monday, November 8, 2010 Regular Meeting
- Monday, November 15, 2010 Regular Meeting
- Monday, November 22, 2010 Regular Meeting
- Monday, December 6, 2010 Regular Meeting
- Monday, December 13, 2010 Regular Meeting
- Monday, December 20, 2010 Regular Meeting

SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

- Monday, October 11, 2010 (5:30 PM) Barry Demp Coaching -Special Meeting



CITY COUNCIL AGENDA ITEM

Date: September 23, 2010

To: John Szerlag, City Manager

From: Mark F. Miller, Assistant City Manager/Economic Development Services
Timothy L. Richnak, Public Works Director

Subject: Winter Maintenance Agreement, Road Commission for Oakland County

Background

Since 2001 the City of Troy has serviced all county roads in Troy for snow and ice control. The amount of compensation to the City has not increased since the 2007/2008 Winter Maintenance Contract, which does not cover costs but does provide for a higher level of service by the City of Troy.

Attached are copies of the proposed 2010/2011 Winter Maintenance Agreement between the Road Commission for Oakland County and the City of Troy, the 2009/2010 Winter Maintenance Guidelines (2010/2011 guidelines have not been finalized), the RCOC Winter Maintenance Historical Funding report and a map of the roads in Troy. In review of these guidelines, the City has no county roads that fall into the highest priority category (Critical Priority). The county roads that do fall into Priority I are Crooks and Big Beaver, with all other county roads falling into Priority II.

In a basic comparison, the City provides 1 truck for each of the 9 segments of county roads, with a road segment averaging 5.5 miles long and 3.5 lanes in width. The RCOC has stated, that based on the intensity of a snow and ice event, they would have at most 1 truck for every 3 segments or as little as 1 truck for all 9 segments of roadway.

The City of Troy and the RCOC vary greatly when comparing response times for snow and ice control. The 9 different road segments vary in length of time for treatment of ice and snow, but using the RCOC method of treating 25 lane miles per hour, it will take an average of 52 minutes to treat one segment. Utilizing the 2009/2010 snow and ice control measures, on average the City of Troy can treat all 9 road segments with 1 truck per route in 52 minutes. The RCOC completes all nine road segments with one truck per 3 routes in 2 hours and 37 minutes. The RCOC level of service would not provide some service for road segments for more than 1 hour and 44 minutes or more. This is the highest level of service that the RCOC can provide. With only 1 truck for all nine routes, the initial cleanup could take nearly 8 hours to treat all of the RCOC roads just in Troy. Treatment times and level of service will also vary greatly based on storm intensity, length of storm temperature, wind, time of day and traffic volumes.

CITY COUNCIL AGENDA ITEM

The level of service that the RCOC would strive for at the morning and evening rush hours on the priority-I roads (Big Beaver and Crooks Roads) would be bare wheel tracks. Based on the RCOC method of treating 25 lane miles per hour it would take the RCOC 1 hour and 14 minutes to treat all lanes of roadway one time.



Figure 1 Bare Wheel Tracks on roads

All other road segments are priority-II roads and the RCOC would strive to have $\frac{1}{4}$ of slush in the wheel tracks. Keep in mind that some road segments may not even see treatment for 1 hour and 44 minutes and will not be fully treated for up to 2 hours and 37 minutes.



Figure 2 Slush Roads

All other times the level of service would be intermediate to minimum with $\frac{1}{4}$ " slush in wheel tracks to slush in intersections, on curves and on hills.



CITY COUNCIL AGENDA ITEM

The RCOC is willing to divide the 9 road segments so that the City of Troy can select the road segments to be maintained by the City and the RCOC will maintain the remaining segments. This allows the City to select roads for a higher level of service. The charges will be identified in Exhibit A of the winter maintenance contract. For example; if the City of Troy selects Big Beaver Road (\$37,678.80) and Crooks Road (\$29,797.87) the funding provided to the City would total \$67,476.67.

Salt contracts with the State of Michigan are approved. The price for salt purchases this winter for the City of Troy is \$47.28 per ton, 13.6% lower than last winter. It continues to be very evident that this agreement is beneficial to all parties with regards to level and timeliness of service. The City is able to administer Snow & Ice Control in a more timely and uniform manner to it's high priority roads, while allowing the County to concentrate on it's highest priority roads, I-75 and M-59.

Recommendation

City Management is in agreement with the measured lane mile figures as presented, and with the calculations used to determine the level of compensation for each road configuration; therefore we recommend that the proposed maintenance agreement be approved with funding that is attached to the road segment selected by City Council.

If City Council's decision is to approve the funding agreement but limit it to specific roadways, Council can offer a substitute resolution listing the roadways the City will be maintaining.

Fund Availability

Funds are available in the operating budgets of the Streets Division for snow and ice control for county roads.

City Attorney's Review as to Form and Legality

Approved as to Form and Legality:

Lori Grigg Bluhm, City Attorney

August 6, 2010



Mr. Timothy Richnak
Director of Public Works
City of Troy
500 West Big Beaver Road
Troy, Michigan 48084-5285

RE: 2010-2011 Winter Maintenance Agreement

Dear Mr. Richnak:

Attached are two copies of a Winter Maintenance Agreement between the Road Commission for Oakland County and the City of Troy.

If this agreement is satisfactory, please return the two-signed copies and the resolution of approval by your City Council. One fully signed copy will be returned to you upon approval by the Board of Road Commissioners.

Please note that the insurance provisions in Section V have been updated to include the Road Commission's current standard insurance requirements (see Exhibit B). If you have any comments on these provisions, you may contact Thomas Reiss, Legal Counsel, at 248-645-2000. Please furnish proof that your liability insurance covers this agreement, and particularly covers your personnel and equipment working on county roads under the jurisdiction of the Board of Road Commissioners. If there are any changes in this coverage during the term of this agreement, we must be notified of these changes. We will also need a current certificate of membership in the Michigan Municipal Workers Compensation Fund.

The Board of Road Commissioners and I extend our appreciation to you, the City Council, and your personnel for the fine work that has been done. We will continue to cooperate in any way to provide our citizens with the best road system possible.

Sincerely,

Darryl M. Heid, P.E.
Director of Highway Maintenance

/sll

Attachment

Board of Road Commissioners

Gregory C. Jamian
Commissioner

Richard G. Skarritt
Commissioner

Eric S. Wilson
Commissioner

Brent O. Bair
Managing Director

Dennis G. Kolar, P.E.
Deputy Managing Director
County Highway Engineer

Highway Maintenance
Department

2420 Pontiac Lk.Rd.
Waterford, MI
48328

248-858-4881

FAX
248-858-7607

TDD
248-858-8005

www.rcocweb.org

2010-2011 WINTER MAINTENANCE AGREEMENT
CITY OF TROY

Under 1951 PA 51, As Amended

This Winter Maintenance Agreement ("Agreement") is made this ____ day of _____, 2010, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, hereinafter referred to as the "Board," and the City of Troy, Oakland County Michigan, a Michigan municipal corporation hereinafter referred to as the "City."

WHEREAS, certain county primary and local roads more specifically set forth in Exhibit A, attached hereto, are under the jurisdiction and control of the Board and are located within or adjacent to the City; and

WHEREAS, The City desires to be responsible for certain winter maintenance of said roads under the terms of this Agreement, and the Board is willing to participate in the cost thereof as provided in Section III of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein as provided, it is hereby agreed as follows:

I

The City hereby agrees to be responsible for performing Winter Maintenance of certain roads under the terms of this Agreement, and the Board agrees to participate in the cost thereof as provided in Section III of this Agreement. "Winter Maintenance," herein required to be performed by the City, shall mean snow removal and ice control, on all roads listed in Exhibit A, as follows: Snow removal by blading, plowing and other methods necessary to make the roads reasonably safe for public travel, and ice control by salting, sanding, scraping and other methods necessary to make the roads reasonably safe for public travel, together with such other work and services, such as recordkeeping and insurance, required by this Agreement. All Winter Maintenance work and services performed by the City shall be in accordance with the Board's maintenance guidelines, including the Board adopted Winter Maintenance Guidelines, the Board's standard practices and this Agreement.

II

The City shall keep accurate and uniform records of all Winter Maintenance work performed pursuant to this Agreement. The Board shall have the right to audit City accounts and records insofar as such documents concern this Agreement and the work and services performed and to be performed hereunder.

III

In consideration of the assumption of Winter Maintenance by the City, the Board hereby agrees to pay to the City the sum of \$249,691.36, as set forth in Exhibit A, attached hereto and made a part hereof. Such amounts are to be used by the City for Winter Maintenance. Payments are to be made by the Board to the City as follows:

35% in December, 2010
65% in March, 2011

The making of said payments shall constitute the Board's entire obligation in reference to Winter Maintenance.

IV

The City hereby agrees to hold harmless, represent, defend and indemnify the Board, the Road Commission for Oakland County, its officers, and employees the County of Oakland; the Oakland County Drain Commissioner and applicable drainage districts(s); the Michigan State Department of Transportation and the Transportation Commission; and any and all local units(s) of government within which the roads subject to this Agreement are located, against any and all claims, charges, complaints, damages, or causes of action for (a) public or private property damage, (b) injuries to persons, or (c) other claims, charges, complaints, damages or causes of action arising out of the performance or non-performance of the activities which are the subject matter of this Agreement, specifically those activities set out in Section I, both known and unknown, whether during the progress or after the completion thereof. However, this hold harmless provision does not apply in so far as any claim or suit is alleged to be, or demonstrated to be, the result of a defect in highway design or condition and not related to the Winter Maintenance activities set out in Section I. Further, since the Board has the statutory responsibility for maintenance of the roads under this Agreement, it is the intent of the parties that the delegation by this Agreement of those maintenance responsibilities to the City provide immunity to the City as an agent of the County. Therefore, the City falls within the governmental immunity protection of the County.

During that part of the year that the City is providing Winter Maintenance under Section I, the City agrees to promptly notify the Board as soon as possible, but not longer than 10 days, should it become aware of defects or maintenance requirements in the roads set forth in Exhibit A, if said defects or maintenance requirements are not Winter Maintenance subject to this Agreement.

V

The City shall acquire and maintain, during the term of the Agreement, statutory worker's compensation insurance, automobile and comprehensive general liability insurance coverage, as described in Exhibit B attached hereto, covering the Board's liability for any and all claims arising out of the City's performance or non-performance of the activities which are the subject matter of this Agreement.

Without the prior written consent of the Board, the City shall not cancel, reduce, or fail to renew the insurance coverage required by this Agreement. Certificates of insurance for each policy of insurance required by this Agreement shall provide for 30 days actual (not "endeavor to"), prior, written notice to the RCOC by the insurance carrier of any cancellation, termination, reduction or other material change of the policy; and the City shall deliver such certificates to the RCOC.

VI

The City further agrees to comply with all applicable laws and regulations, including laws and regulations of the State of Michigan for safeguarding the air and waters of the State. In particular, City facilities and operations must meet the provisions of Part 5 (Spillage of Oil and Polluting Materials) rules promulgated pursuant to Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. (Rules R324.2001 through R324.2009 address release prevention planning, secondary containment, surveillance, and release reporting requirements).

VII

In accordance with Michigan 1976 Public Acts No. 220 and 453, being MCLA §§37.1209 and 37.2209, as the same may be amended, the City and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or matter directly or indirectly related to employment, because of race, color, religion, national

origin, age, sex, height, weight, or marital status; or 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 this covenant may be regarded as a material breach of this Agreement.

VIII

It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party.

It is anticipated that subsequent agreements regarding Winter Maintenance activities will be executed annually by the Parties hereto.

The terms and conditions of this Agreement shall become effective on October 1, 2010, and shall continue in full force and effect until a subsequent Winter Maintenance agreement has been executed by the parties hereto or until this Agreement is terminated, as set forth below.

In the event that a subsequent Winter Maintenance agreement has not been executed by the parties hereto on or before September 1, 2011, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty (30) days prior to the date of termination.

This Agreement is executed by the Board at its meeting of _____, and by the City by authority of a resolution of its governing body, adopted _____, (copy attached as Exhibit C).

Witnesses:

CITY OF TROY
A Municipal Corporation

By: _____

Its: _____

By: _____

Its: _____

Witnesses:

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF OAKLAND,
A Public Body Corporate

By: _____

Its: _____

By: _____

Its: _____

WINTER MAINTENANCE
2010-2011
CITY OF TROY

EXHIBIT A

Long Lake Road

Extending from Adams to Dequindre	
1.54 miles at \$3,252.78 per mile	\$ 5,009.28
0.16 miles at \$4,615.14 per mile	\$ 738.42
3.47 miles at \$5,692.38 per mile	\$ 19,752.56
0.86 miles at \$7,020.96 per mile	\$ 6,038.03
TOTAL	\$ 31,538.29

John R Road

Extending from Fourteen Mile Road to South Boulevard	
1.15 miles at \$3,252.78.00 per mile	\$ 3,740.70
0.32 miles at \$4,615.14 per mile	\$ 1,476.84
4.37 miles at \$5,692.38 per mile	\$ 24,875.70
0.38 miles at \$7,020.96 per mile	\$ 2,667.96
TOTAL	\$ 32,761.20

Big Beaver

Extending from Adams to Dequindre	
3.40 miles at \$5,692.38 per mile	\$ 19,354.09
2.61 miles at \$7,020.96 per mile	\$ 18,324.71
TOTAL	\$ 37,678.80

Crooks Road

Extending from Maple Road to South Boulevard	
0.38 miles at \$3,252.78 per mile	\$ 1,236.06
0.26 miles at \$4,615.14 per mile	\$ 1,199.94
3.08 miles at \$5,692.38 per mile	\$ 17,532.53
1.40 miles at \$7,020.96 per mile	\$ 9,829.34
TOTAL	\$ 29,797.87

Livernois Road

Extending from Maple Road to South Boulevard	
1.31 miles at \$3,252.78 per mile	\$ 4,261.14
0.34 miles at \$4,615.14 per mile	\$ 1,569.15
3.05 miles at \$5,692.38 per mile	\$ 17,361.76
0.43 miles at \$7,020.96 per mile	\$ 3,019.01
TOTAL	\$ 26,211.06

WINTER MAINTENANCE
2010-2011
CITY OF TROY

EXHIBIT A

Maple Road

Extending from Dequindre to Coolidge
5.01 Miles at \$5,692.38 per mile \$ 28,518.83

South Boulevard

Extending from Dequindre to Adams
5.96 Miles at \$3,252.78 per mile \$ 19,386.57

Dequindre Road

Extending from Fourteen Mile to South Boulevard
2.16 Miles at \$3,252.78 per mile \$ 7,026.00
3.98 Miles at \$5,692.38 per mile \$ 22,655.67
TOTAL \$ 29,681.67

Adams Road

Extending from South Troy City Limits to South Boulevard
4.34 Miles at \$3,252.78 per mile \$ 14,117.07

TOTAL \$249,691.36

CITY OF TROY
EXHIBIT A
(Continued)

TWO LANES

(\$3,252.78 per mile)

1.54 miles	\$ 5,009.28
1.15 miles	\$ 3,740.70
0.38 miles	\$ 1,236.06
1.31 miles	\$ 4,261.14
5.96 miles	\$ 19,386.57
2.16 miles	\$ 7,026.00
<u>4.34 miles</u>	<u>\$ 14,117.07</u>
16.84 miles	\$ 54,776.82

THREE LANES

(\$4,615.14 per mile)

0.16 miles	\$ 738.42
0.32 miles	\$ 1,476.84
0.26 miles	\$ 1,199.94
<u>0.34 miles</u>	<u>\$ 1,569.15</u>
1.08 miles	\$ 4,984.35

FOUR OR FIVE LANES

(\$5,692.38 per mile)

3.47 miles	\$ 19,752.56
4.37 miles	\$ 24,875.70
3.40 miles	\$ 19,354.09
3.08 miles	\$ 17,532.53
3.05 miles	\$ 17,361.76
5.01 miles	\$ 28,518.83
<u>3.98 miles</u>	<u>\$ 22,655.67</u>
26.36 miles	\$150,051.14

SIX OR MORE LANES

(\$7,020.96 per mile)

0.86 miles	\$ 6,038.03
0.38 miles	\$ 2,667.96
2.61 miles	\$ 18,324.71
1.40 miles	\$ 9,829.34
<u>0.43 miles</u>	<u>\$ 3,019.01</u>
5.68 miles	\$ 39,879.05

TOTAL 49.96 miles \$249,691.36

35% in December, 2010	\$ 87,391.98
65% in March, 2011	<u>\$162,299.38</u>
	\$249,691.36

EXHIBIT B

2010-2011 WINTER MAINTENANCE AGREEMENT

ROAD COMMISSION FOR OAKLAND COUNTY

**SPECIAL PROVISION
FOR
INDEMNIFICATION, DAMAGE LIABILITY AND INSURANCE**

Section 107.10 of the Michigan Department of Transportation 1996 Standard Specifications for Construction is to be superseded with and replaced by the following:

Indemnification and Damage Liability

See also provisions of the maintenance agreement to which this Exhibit B is attached.

Insurance Coverage:

The City, prior to execution of the maintenance agreement, shall file with the Road Commission for Oakland County, copies of completed certificates of insurance as evidence that he carries adequate insurance satisfactory to the Board. Insurance coverage shall be provided in accordance with the following:

- a. **Workmen’s Compensation Insurance:** The insurance shall provide protection for the City’s employees, to the statutory limits of the State of Michigan and \$500,000 employer’s liability. The indemnification obligation under this section shall not be limited in any ways by any limitation on the amount or type of damages, compensation or benefits payable by or for the City under worker’s disability compensation coverage established by law.
- b. **Bodily Injury and Property Damage Other than Automobile:** The insurance shall provide protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operations for one year after completion of the work.

1. Bodily Injury Liability		or: Single Limit: Bodily Injury
Each Person:	\$1,000,000	and Property Damage
Each Occurrence	\$1,000,000	Each Occurrence: \$1,000,000
Aggregate	\$2,000,000	Aggregate: \$2,000,000

Property Damage Liability:

Each Occurrence:	\$250,000
Aggregate:	\$250,000

Such insurance shall include: 1) explosion, collapse, and underground damage hazards (x,c,u), which shall include, but not be limited to coverage for (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition; (2) products and completed operations; (3) contractual liability; and (4) independent contractors coverages.

- 2. **Bodily Injury Liability and Property Damage Liability - Automobiles (Comprehensive Auto Liability) –**
The minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury Liability		Single Limit: Bodily Injury
Each Person	\$ 500,000	and Property Damage Liability

Each Occurrence \$1,000,000

Each Occurrence: \$2,000,000

Property Damage Liability:

Each Occurrence: \$1,000,000

Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

- c. Excess and Umbrellas Insurance – The City may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements in order to meet the specified minimum limits of liability.
- d. The City shall provide for and in behalf of the Road Commission for Oakland County and all agencies specified by the Road Commission, as their interest may appear, Owner's Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the City's Public Liability Insurance.
- e. Notice – The City shall not cancel, renew, or non-renew the coverage of any insurance required by this Section without providing 30 day prior written notice to the Road Commission for Oakland County. All such insurance shall include an endorsement whereby the insurer shall agree to notify the Road Commission for Oakland County immediately of any reduction by the City. The City shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force. If the City cannot secure the required insurance within 30 days, the Board reserves the right to terminate the Contract.
- f. Reports – The City or his insurance carrier shall immediately report all claims received which relate to the Contract, and shall also report claims investigations made, and disposition of claims to the County Highway Engineer.

See provisions of the maintenance agreement to which this Exhibit B is attached.

2010-2011 WINTER MAINTENANCE AGREEMENT
CITY OF TROY

Under 1951 PA 51, As Amended

This Winter Maintenance Agreement ("Agreement") is made this ____ day of _____, 2010, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, hereinafter referred to as the "Board," and the City of Troy, Oakland County Michigan, a Michigan municipal corporation hereinafter referred to as the "City."

WHEREAS, certain county primary and local roads more specifically set forth in Exhibit A, attached hereto, are under the jurisdiction and control of the Board and are located within or adjacent to the City; and

WHEREAS, The City desires to be responsible for certain winter maintenance of said roads under the terms of this Agreement, and the Board is willing to participate in the cost thereof as provided in Section III of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein as provided, it is hereby agreed as follows:

I

The City hereby agrees to be responsible for performing Winter Maintenance of certain roads under the terms of this Agreement, and the Board agrees to participate in the cost thereof as provided in Section III of this Agreement. "Winter Maintenance," herein required to be performed by the City, shall mean snow removal and ice control, on all roads listed in Exhibit A, as follows: Snow removal by blading, plowing and other methods necessary to make the roads reasonably safe for public travel, and ice control by salting, sanding, scraping and other methods necessary to make the roads reasonably safe for public travel, together with such other work and services, such as recordkeeping and insurance, required by this Agreement. All Winter Maintenance work and services performed by the City shall be in accordance with the Board's maintenance guidelines, including the Board adopted Winter Maintenance Guidelines, the Board's standard practices and this Agreement.

II

The City shall keep accurate and uniform records of all Winter Maintenance work performed pursuant to this Agreement. The Board shall have the right to audit City accounts and records insofar as such documents concern this Agreement and the work and services performed and to be performed hereunder.

III

In consideration of the assumption of Winter Maintenance by the City, the Board hereby agrees to pay to the City the sum of \$249,691.36, as set forth in Exhibit A, attached hereto and made a part hereof. Such amounts are to be used by the City for Winter Maintenance. Payments are to be made by the Board to the City as follows:

35% in December, 2010
65% in March, 2011

The making of said payments shall constitute the Board's entire obligation in reference to Winter Maintenance.

IV

The City hereby agrees to hold harmless, represent, defend and indemnify the Board, the Road Commission for Oakland County, its officers, and employees the County of Oakland; the Oakland County Drain Commissioner and applicable drainage districts(s); the Michigan State Department of Transportation and the Transportation Commission; and any and all local units(s) of government within which the roads subject to this Agreement are located, against any and all claims, charges, complaints, damages, or causes of action for (a) public or private property damage, (b) injuries to persons, or (c) other claims, charges, complaints, damages or causes of action arising out of the performance or non-performance of the activities which are the subject matter of this Agreement, specifically those activities set out in Section I, both known and unknown, whether during the progress or after the completion thereof. However, this hold harmless provision does not apply in so far as any claim or suit is alleged to be, or demonstrated to be, the result of a defect in highway design or condition and not related to the Winter Maintenance activities set out in Section I. Further, since the Board has the statutory responsibility for maintenance of the roads under this Agreement, it is the intent of the parties that the delegation by this Agreement of those maintenance responsibilities to the City provide immunity to the City as an agent of the County. Therefore, the City falls within the governmental immunity protection of the County.

During that part of the year that the City is providing Winter Maintenance under Section I, the City agrees to promptly notify the Board as soon as possible, but not longer than 10 days, should it become aware of defects or maintenance requirements in the roads set forth in Exhibit A, if said defects or maintenance requirements are not Winter Maintenance subject to this Agreement.

V

The City shall acquire and maintain, during the term of the Agreement, statutory worker's compensation insurance, automobile and comprehensive general liability insurance coverage, as described in Exhibit B attached hereto, covering the Board's liability for any and all claims arising out of the City's performance or non-performance of the activities which are the subject matter of this Agreement.

Without the prior written consent of the Board, the City shall not cancel, reduce, or fail to renew the insurance coverage required by this Agreement. Certificates of insurance for each policy of insurance required by this Agreement shall provide for 30 days actual (not "endeavor to"), prior, written notice to the RCOC by the insurance carrier of any cancellation, termination, reduction or other material change of the policy; and the City shall deliver such certificates to the RCOC.

VI

The City further agrees to comply with all applicable laws and regulations, including laws and regulations of the State of Michigan for safeguarding the air and waters of the State. In particular, City facilities and operations must meet the provisions of Part 5 (Spillage of Oil and Polluting Materials) rules promulgated pursuant to Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. (Rules R324.2001 through R324.2009 address release prevention planning, secondary containment, surveillance, and release reporting requirements).

VII

In accordance with Michigan 1976 Public Acts No. 220 and 453, being MCLA §§37.1209 and 37.2209, as the same may be amended, the City and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or matter directly or indirectly related to employment, because of race, color, religion, national

origin, age, sex, height, weight, or marital status; or 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 this covenant may be regarded as a material breach of this Agreement.

VIII

It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party.

It is anticipated that subsequent agreements regarding Winter Maintenance activities will be executed annually by the Parties hereto.

The terms and conditions of this Agreement shall become effective on October 1, 2010, and shall continue in full force and effect until a subsequent Winter Maintenance agreement has been executed by the parties hereto or until this Agreement is terminated, as set forth below.

In the event that a subsequent Winter Maintenance agreement has not been executed by the parties hereto on or before September 1, 2011, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty (30) days prior to the date of termination.

This Agreement is executed by the Board at its meeting of _____, and by the City by authority of a resolution of its governing body, adopted _____, (copy attached as Exhibit C).

Witnesses:

CITY OF TROY
A Municipal Corporation

By: _____

Its: _____

By: _____

Its: _____

Witnesses:

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF OAKLAND,
A Public Body Corporate

By: _____

Its: _____

By: _____

Its: _____

WINTER MAINTENANCE

2010-2011

CITY OF TROY

EXHIBIT A

Long Lake Road

Extending from Adams to Dequindre

1.54 miles at \$3,252.78 per mile	\$ 5,009.28
0.16 miles at \$4,615.14 per mile	\$ 738.42
3.47 miles at \$5,692.38 per mile	\$ 19,752.56
0.86 miles at \$7,020.96 per mile	<u>\$ 6,038.03</u>
TOTAL	\$ 31,538.29

John R Road

Extending from Fourteen Mile Road to South Boulevard

1.15 miles at \$3,252.78.00 per mile	\$ 3,740.70
0.32 miles at \$4,615.14 per mile	\$ 1,476.84
4.37 miles at \$5,692.38 per mile	\$ 24,875.70
0.38 miles at \$7,020.96 per mile	<u>\$ 2,667.96</u>
TOTAL	\$ 32,761.20

Big Beaver

Extending from Adams to Dequindre

3.40 miles at \$5,692.38 per mile	\$ 19,354.09
2.61 miles at \$7,020.96 per mile	<u>\$ 18,324.71</u>
TOTAL	\$ 37,678.80

Crooks Road

Extending from Maple Road to South Boulevard

0.38 miles at \$3,252.78 per mile	\$ 1,236.06
0.26 miles at \$4,615.14 per mile	\$ 1,199.94
3.08 miles at \$5,692.38 per mile	\$ 17,532.53
1.40 miles at \$7,020.96 per mile	<u>\$ 9,829.34</u>
TOTAL	\$ 29,797.87

Livernois Road

Extending from Maple Road to South Boulevard

1.31 miles at \$3,252.78 per mile	\$ 4,261.14
0.34 miles at \$4,615.14 per mile	\$ 1,569.15
3.05 miles at \$5,692.38 per mile	\$ 17,361.76
0.43 miles at \$7,020.96 per mile	<u>\$ 3,019.01</u>
TOTAL	\$ 26,211.06

WINTER MAINTENANCE
2010-2011
CITY OF TROY

EXHIBIT A

Maple Road

Extending from Dequindre to Coolidge
5.01 Miles at \$5,692.38 per mile \$ 28,518.83

South Boulevard

Extending from Dequindre to Adams
5.96 Miles at \$3,252.78 per mile \$ 19,386.57

Dequindre Road

Extending from Fourteen Mile to South Boulevard
2.16 Miles at \$3,252.78 per mile \$ 7,026.00
3.98 Miles at \$5,692.38 per mile \$ 22,655.67
TOTAL \$ 29,681.67

Adams Road

Extending from South Troy City Limits to South Boulevard
4.34 Miles at \$3,252.78 per mile \$ 14,117.07

TOTAL \$249,691.36

CITY OF TROY
EXHIBIT A
(Continued)

TWO LANES
(\$3,252.78 per mile)

1.54 miles	\$ 5,009.28
1.15 miles	\$ 3,740.70
0.38 miles	\$ 1,236.06
1.31 miles	\$ 4,261.14
5.96 miles	\$ 19,386.57
2.16 miles	\$ 7,026.00
<u>4.34 miles</u>	<u>\$ 14,117.07</u>
16.84 miles	\$ 54,776.82

THREE LANES
(\$4,615.14 per mile)

0.16 miles	\$ 738.42
0.32 miles	\$ 1,476.84
0.26 miles	\$ 1,199.94
<u>0.34 miles</u>	<u>\$ 1,569.15</u>
1.08 miles	\$ 4,984.35

FOUR OR FIVE LANES
(\$5,692.38 per mile)

3.47 miles	\$ 19,752.56
4.37 miles	\$ 24,875.70
3.40 miles	\$ 19,354.09
3.08 miles	\$ 17,532.53
3.05 miles	\$ 17,361.76
5.01 miles	\$ 28,518.83
<u>3.98 miles</u>	<u>\$ 22,655.67</u>
26.36 miles	\$150,051.14

SIX OR MORE LANES
(\$7,020.96 per mile)

0.86 miles	\$ 6,038.03
0.38 miles	\$ 2,667.96
2.61 miles	\$ 18,324.71
1.40 miles	\$ 9,829.34
<u>0.43 miles</u>	<u>\$ 3,019.01</u>
5.68 miles	\$ 39,879.05

TOTAL 49.96 miles \$249,691.36

35% in December, 2010	\$ 87,391.98
65% in March, 2011	<u>\$162,299.38</u>
	\$249,691.36

EXHIBIT B

2010-2011 WINTER MAINTENANCE AGREEMENT

ROAD COMMISSION FOR OAKLAND COUNTY

**SPECIAL PROVISION
FOR
INDEMNIFICATION, DAMAGE LIABILITY AND INSURANCE**

Section 107.10 of the Michigan Department of Transportation 1996 Standard Specifications for Construction is to be superseded with and replaced by the following:

Indemnification and Damage Liability

See also provisions of the maintenance agreement to which this Exhibit B is attached.

Insurance Coverage:

The City, prior to execution of the maintenance agreement, shall file with the Road Commission for Oakland County, copies of completed certificates of insurance as evidence that he carries adequate insurance satisfactory to the Board. Insurance coverage shall be provided in accordance with the following:

- a. **Workmen’s Compensation Insurance:** The insurance shall provide protection for the City’s employees, to the statutory limits of the State of Michigan and \$500,000 employer’s liability. The indemnification obligation under this section shall not be limited in any ways by any limitation on the amount or type of damages, compensation or benefits payable by or for the City under worker’s disability compensation coverage established by law.
- b. **Bodily Injury and Property Damage Other than Automobile:** The insurance shall provide protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operations for one year after completion of the work.

1. Bodily Injury Liability		or: Single Limit: Bodily Injury and Property Damage
Each Person:	\$1,000,000	Each Occurrence: \$1,000,000
Each Occurrence	\$1,000,000	Aggregate: \$2,000,000
Aggregate	\$2,000,000	

Property Damage Liability:

Each Occurrence:	\$250,000
Aggregate:	\$250,000

Such insurance shall include: 1) explosion, collapse, and underground damage hazards (x,c,u), which shall include, but not be limited to coverage for (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition; (2) products and completed operations; (3) contractual liability; and (4) independent contractors coverages.

- 2. **Bodily Injury Liability and Property Damage Liability - Automobiles (Comprehensive Auto Liability) –**
The minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury Liability		Single Limit: Bodily Injury and Property Damage Liability
Each Person	\$ 500,000	

Each Occurrence \$1,000,000

Each Occurrence: \$2,000,000

Property Damage Liability:

Each Occurrence: \$1,000,000

Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

- c. Excess and Umbrellas Insurance – The City may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements in order to meet the specified minimum limits of liability.
- d. The City shall provide for and in behalf of the Road Commission for Oakland County and all agencies specified by the Road Commission, as their interest may appear, Owner’s Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the City’s Public Liability Insurance.
- e. Notice – The City shall not cancel, renew, or non-renew the coverage of any insurance required by this Section without providing 30 day prior written notice to the Road Commission for Oakland County. All such insurance shall include an endorsement whereby the insurer shall agree to notify the Road Commission for Oakland County immediately of any reduction by the City. The City shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force. If the City cannot secure the required insurance within 30 days, the Board reserves the right to terminate the Contract.
- f. Reports – The City or his insurance carrier shall immediately report all claims received which relate to the Contract, and shall also report claims investigations made, and disposition of claims to the County Highway Engineer.

See provisions of the maintenance agreement to which this Exhibit B is attached.

**ROAD COMMISSION FOR OAKLAND COUNTY
WINTER MAINTENANCE GUIDELINES**

2009/2010

I PURPOSE

The intent of the Winter Maintenance Guidelines is to provide a plan for winter snow and ice control in a manner to reasonably control hazardous conditions caused by snow and ice on roads maintained by the Road Commission.

The purpose of these guidelines is to:

1. Identify roadway factors, weather conditions, and operational adjustments that must be considered in performing winter maintenance.
2. Prescribe guidelines regarding winter maintenance procedures and practices.
3. Provide operating personnel with a clear understanding of Road Commission plans for implementation of the Board policy.

II FACTORS TO BE CONSIDERED IN PERFORMING WINTER MAINTENANCE

Every winter storm is characterized by a unique combination of temperature, precipitation, and pavement conditions that must be considered in selecting the appropriate maintenance strategy. Given the daily and weekly traffic patterns of the County, the day of the week and the time of day when the storm occurs are also factors.

It is not possible to summarize every conceivable storm situation and alternative strategy. Judgment and experience must be exercised in tailoring the response as conditions change and the work progresses.

Understanding the various factors involved, and how they interact, however, is essential to ensuring that the initial response to a winter storm is rapid and effective.

A. Road Condition and Traffic Considerations

Traffic volume is a factor in establishing the priority and level of maintenance to be performed. The most heavily traveled roads are generally maintained first, except in situations where abnormal conditions are known to exist or emergencies involving public health and safety occur. Conditions such as hills and sharp curves also contribute to the priority given to a road.

State and County roads will be maintained using the following priority scheme:

1. Critical Priority

Critical Priority roads are paved State and County roads with traffic volumes normally greater than 10,000 vehicles per day per single lane and/or 40,000 vehicles per day with roads four or more lanes.

2. Priority I

Priority I roads are paved State and County roads generally with volumes of 2,500 to 10,000 vehicles per day per single lane. In addition, terrain and road alignments are factors in assigning this priority. Priority I may also be assigned to roads to achieve route continuity and efficiency.

3. Priority II

Priority II roads are other paved County roads shown on District salt route sheets contained as Appendix A of this document. Priority II roads may be maintained as part of higher priority routes, but are generally maintained after Critical and Priority I roads are cleared.

4. Priority III

Priority III roads are those paved roads providing access to hospitals, schools, and other significant traffic generators, and not categorized as Critical, Priority I or Priority II roads. Priority III roads are shown on each District's Priority III route maps.

5. Priority IV and Priority V Roads

Roads under the jurisdiction of the Road Commission not designated by the priority scheme outlined above are Priority IV and Priority V roads. Priority IV roads include mile-type local roads and primary gravel roads. Priority V roads include all other roads and subdivision streets.

B. Day of Week and Time of Day Considerations

When winter storms occur they are categorized as being "Critical", "Intermediate", or "Minimal" depending upon the time of day and day of the week. These times of occurrence are closely tied to travel patterns in the county.

1. Situation "A" - Critical Level Time

Critical level situations occur during the morning and evening rush hours from 6:00 a.m. to 9:00 a.m. and from 3:00 p.m. to 7:00 p.m., Monday through Friday.

The maintenance objective during critical situations is to achieve an optimal pavement condition by 6:00 a.m. or 3:00 p.m. and to maintain it through the critical period. The optimal pavement condition varies by road priority:

<u>Road Priority</u>	<u>Optimal Pavement Condition</u>
Critical Priority	75% Bare Pavement
Priority I	Bare Wheel Tracks.
Priority II	1/4" or less slush in wheel tracks.

2. Situation "B" - Intermediate Level Time

Intermediate level situations occur during off-peak periods from 9:00 a.m. to 3:00 p.m., Monday through Friday, from 6:00 a.m. to 7:00 p.m. on Saturday and from 8:00 a.m. to 7:00 p.m. on Sunday and Holidays. The maintenance objectives during these periods are:

<u>Road Priority</u>	<u>Optimal Pavement Condition</u>
Critical Priority	Bare Wheel Tracks.
Priority I	1/4" or less slush in wheel tracks.
Priority II	Slush in wheel tracks in intersections, on curves or on hills.

3. Situation "C" - Minimum Level Time

Situation C is in effect for storms during night and early morning hours from 7:00 p.m. to 6:00 a.m., Monday through Saturday and from 7:00 p.m. to 8:00 a.m. on Sunday and Holidays. During Situation C, the objective is to maintain pavements to the following levels:

<u>Road Priority</u>	<u>Optimal Pavement Condition</u>
Critical Priority:	1/4" or less slush in wheel tracks.
Priority I:	Slush in wheel tracks.
Priority II:	Routine treatment unless a hazard is present.

These Situations govern maintenance operations during storms only. As a consequence, Priority III, Priority IV, and Priority V roads may be maintained only as part of higher priority routes, as time permits, or in the event of known hazards or emergencies during storms.

The day of week and time of day considerations are summarized in Exhibit I on page 5.

C. Precipitation and Temperature Considerations

1. Precipitation:

The type and amount of precipitation both present at the outset and received during the storm, are important factors in determining the maintenance strategy.

If pavement is dry at the outset of a snowstorm, and temperatures are below 25 degrees Fahrenheit, traffic may keep the pavement bare and dry during the storm. Under these conditions, salt may not be required. Dry snow may be allowed to accumulate and be bladed off provided no icing develops.

If the pavement is wet at the outset, snow will begin to stick to the surface immediately. Salting is required as soon as possible. Whenever snow accumulates to one inch or more, the surface should be bladed off prior to applying salt.

Sleet or freezing rainstorm requires application of salt as soon as possible to prevent icing of pavement surfaces.

Preferential icing is a special condition; generally occurring on bridge decks in the beginning of the winter season and in early spring. Preferential icing occurs when moisture is present and bridge deck temperatures are less than bridge approach surface temperatures. During these conditions, bridge decks become icy without corresponding icing of roadway surfaces. Preferential icing conditions require salting as soon as possible after notice.

2. Temperature

The effectiveness of salting operations is closely tied to temperature. Sunshine and traffic increases the effectiveness of salt. As temperatures decrease, more salt must be applied to achieve the same level of effectiveness. At temperatures of 10 degrees Fahrenheit or less, producing bare pavement using only salt becomes very difficult.

Exhibit II, on page 6, prescribes treatments given the storm forecast and prevailing road condition at the time maintenance operations commence.

ROAD COMMISSION FOR OAKLAND COUNTY
WINTER MAINTENANCE EQUIPMENT CALLOUT SITUATIONS

EXHIBIT I

	Sunday/ Holidays	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1:00 A.M.	SITUATION C MINIMUM LEVEL						
2:00 A.M.							
3:00 A.M.							
4:00 A.M.							
5:00 A.M.							
6:00 A.M.							
7:00 A.M.	SITUATION A CRITICAL LEVEL						
8:00 A.M.							
9:00 A.M.							
10:00 A.M.	SITUATION B INTERMEDIATE LEVEL						
11:00 A.M.							
12:00 P.M.							
1:00 P.M.							
2:00 P.M.							
3:00 P.M.							
4:00 P.M.	SITUATION A CRITICAL LEVEL						
5:00 P.M.							
6:00 P.M.							
7:00 P.M.	SITUATION C MINIMUM LEVEL						
8:00 P.M.							
9:00 P.M.							
10:00 P.M.							
11:00 P.M.							
12:00 A.M.							

EXHIBIT II
TREATMENT GUIDELINES

ROAD CONDITIONS	FORECAST STORM	FORECAST TEMPERATURE	RESPONSE
WET	Any accumulation of snow, sleet or freezing rain	30 degrees or below	If freezing rain or sleet, apply salt immediately at the rate of 400#/2L.M. and repeat as necessary to prevent ice packs from forming. If snow, apply salt at the rate indicated in Exhibit IV. If snow continues and accumulates, blade and continue to patrol for icy spots.
WET	Any accumulation of snow	Below 30 degrees and falling	Apply salt at the rate indicated by Exhibit IV as soon as possible. If snow continues and accumulates plow and reapply salt.
DRY	Any accumulation of snow	Below 20 degrees and falling	Try to keep the pavement dry. Apply salt at wet or icy spots only, at the rate indicated in Exhibit V. If snow continues and accumulates, blade and continue to patrol for icy spots.
DRY	Any accumulation of snow	Below 10 degrees	Apply salt or sand/chloride mixture to designated signalized intersections, hills, curves, and ramps. If snow accumulates, plow and reapply salt or sand/chloride. Roads that glaze over or become wet may be salted at the appropriate application rate.
DRIFTING SNOW	High Winds		Control drifting by plowing. Apply sand/chloride if needed for traction.

III. WINTER STORM ORGANIZATION

Decreasing the response time during winter storms requires adjustment to normal maintenance departmental operations. These adjustments include activation of the Winter Storm Watch Snow Duty Officer (hereafter referred to as SDO), implementation of workforce call out procedures, and initiation of snow and ice patrols.

A. Winter Storm Watch Snow Duty Officer

The SDO is responsible for monitoring storm forecasts, determining an appropriate response to storms including call out, adjustments, and curtailing of work force.

The Director of Highway Maintenance, or his designate, functions as the SDO for a rotating one week period from November through early April. The SDO is a Highway Maintenance Department staff person responsible for winter maintenance operations during all hours of that one week period.

The SDO is expected to exercise judgment regarding factors related to time of day, day of week, expected storm conditions (rate of fall, total accumulation, duration and temperature), and available work force.

To insure that the roadways in the urban areas of Oakland County receive premium service during winter maintenance operations, a plan has been developed that allows for the transfer of operators and equipment in time of need to Districts 4, 4S and 4T from Districts 1, 2 and 3. The SDO will implement this process when deemed necessary.

The SDO may authorize the salting of subdivision streets, and in consultation with district supervisors' call out additional personnel.

In the event that storm conditions are so severe that it becomes necessary to depart from normal winter storm maintenance plans, the SDO is responsible for developing, implementing and coordinating alternative plans as necessary to combat the storm.

Conditions making such action appropriate may include heavy snow accumulations over prolonged periods accompanied by high winds and possibly freezing rain. These conditions call for development of strategies that depart significantly from those outlined in these guidelines, and require independent judgment on the part of the SDO.

If, in the opinion of the SDO, additional help by private contractors is needed, he shall contact the Managing Director and recommend implementation of snow removal by private contractors.

B. Winter Call Out Procedures

During winter maintenance on overtime, the work force should be sufficient to maintain the roads at the prescribed optimal condition. Ordinarily, this results in a reduction in the work force when moving from Situation "A" to either Situation "B" or "C".

Similarly, additional employees may have to be called in to prepare for rush hour traffic when it appears that storm conditions may be present during a Situation "A" time frame.

Exhibit III, on the following pages, provides guidelines for the initial call out of additional employees.

At the time of initial call out and anytime during the storm when significant changes in work force occur, the Public Information Officer for Road Commission for Oakland County shall be informed of these changes to allow him to update the news media of changing conditions. This can generally be performed by the night watchman during off duty hours and the SDO during regular working hours at sometime after the call out or work force changes have been made.

DISTRICT NO	1
CRITICAL	6
PRIORITY I	10
PRIORITY II	0
TOTAL ROUTES	16

EXHIBIT III
ROAD COMMISSION FOR OAKLAND COUNTY
STORM CALLOUT GUIDELINES

SITUATION A
6:00 A.M. – 9:00 A.M. MONDAY - FRIDAY
3:00 P.M. – 7:00 P.M. MONDAY - FRIDAY

FORECAST STORM SEVERITY	ROAD PRIORITY	CALLOUT RESPONSE
CONDITION YELLOW FLURRIES AND/OR DRIFTING LITTLE OR LIMITED EFFECT	CRITICAL (I) 1 THRU 6	Have 6 spreading units available after forecast
	I (II) 7 THRU 16	Have 5 spreading units available after forecast
	NONE	NONE
CONDITION RED EXPECT ALL PAVEMENT TO BE SNOW COVERED	CRITICAL	Have 6 spreading units available after forecast
	I (II) (I)	Have 5 spreading units available after forecast Have 5 spreading units when snow begins if prior to 6:00 a.m. or 4:30 p.m.
	NONE	NONE
CONDITION BLACK MAJOR SNOWSTORM	CRITICAL (I)	Have 6 spreading units available after forecast
	I (I)	Have 10 spreading units available after forecast
	NONE	NONE

	<u>GOAL FOR PAVEMENT CONDITION</u>
CRITICAL	75% BARE PAVEMENT
PRIORITY I	BARE PAVEMENT IN WHEEL TRACKS
PRIORITY II	¼" OR LESS SLUSH IN WHEEL TRACKS

COVERAGE LEGEND

- (I) SINGLE COVERAGE
- (II) DOUBLE COVERAGE
- (III) TRIPLE COVERAGE

DISTRICT NO	1
CRITICAL	6
PRIORITY I	10
PRIORITY II	0
TOTAL ROUTES	16

EXHIBIT III
ROAD COMMISSION FOR OAKLAND COUNTY
STORM CALLOUT GUIDELINES

SITUATION B
9:00 A.M. – 3:00 P.M. MONDAY - FRIDAY
6:00 A.M. – 7:00 P.M. SATURDAY
8:00 A.M. – 7:00 P.M. SUNDAY AND HOLIDAY

FORECAST STORM SEVERITY	ROAD PRIORITY	CALLOUT RESPONSE
CONDITION YELLOW FLURRIES AND/OR DRIFTING LITTLE OR LIMITED EFFECT	CRITICAL (I) 1 THRU 6	Call 6 drivers when snow begins
	I (II) 7 THRU 16	Call 5 drivers if roads become slippery
	NONE	NONE
CONDITION RED EXPECT ALL PAVEMENT TO BE SNOW COVERED	CRITICAL (I)	Have 6 spreading units available after forecast
	I (I)	Call 10 drivers when snow begins
	NONE	NONE
CONDITION BLACK MAJOR SNOWSTORM	CRITICAL (I)	Have 6 spreading units available after forecast
	I (I)	Call 10 drivers when snow begins
	NONE	NONE

CRITICAL PRIORITY I PRIORITY II	<u>GOAL FOR PAVEMENT CONDITION</u> BARE PAVEMENT IN WHEEL TRACKS ¼" OR LESS SLUSH IN WHEEL TRACKS SLUSH IN WHEEL TRACKS AT INTERSECTIONS, CURVES AND HILLS
---------------------------------------	--

COVERAGE LEGEND

- (I) SINGLE COVERAGE
- (II) DOUBLE COVERAGE
- (III) TRIPLE COVERAGE

DISTRICT NO	1
CRITICAL	6
PRIORITY I	10
PRIORITY II	0
TOTAL ROUTES	16

EXHIBIT III
ROAD COMMISSION FOR OAKLAND COUNTY
STORM CALLOUT GUIDELINES

SITUATION C
7:00 P.M. – 6:00 A.M. MONDAY - SATURDAY
7:00 P.M. – 8:00 A.M. SUNDAY AND HOLIDAY

FORECAST STORM SEVERITY	ROAD PRIORITY	CALLOUT RESPONSE
CONDITION YELLOW FLURRIES AND/OR DRIFTING LITTLE OR LIMITED EFFECT	CRITICAL (II) 1 THRU 6	Have 3 spreading units available after forecast
	I (III) 7 THRU 16	Have 4 spreading units available after forecast
	NONE	NONE
CONDITION RED EXPECT ALL PAVEMENT TO BE SNOW COVERED	CRITICAL (II)	Call 3 drivers when snow begins
	I (II)	Call 5 drivers when snow begins Additional drivers may be called with approval of headquarters
	NONE	NONE
CONDITION BLACK MAJOR SNOWSTORM	CRITICAL (II)	Call 3 drivers when snow begins
	I (II)	Call 5 drivers when snow begins Additional drivers may be called with approval of headquarters
	NONE	NONE

CRITICAL
PRIORITY I
PRIORITY II

GOAL FOR PAVEMENT CONDITION
¼" OR LESS SLUSH IN WHEEL TRACKS
SLUSH IN WHEEL TRACKS
NONE

COVERAGE LEGEND

- (I) SINGLE COVERAGE
- (II) DOUBLE COVERAGE
- (III) TRIPLE COVERAGE

DISTRICT NO	2
CRITICAL	4
PRIORITY I	11
PRIORITY II	0
TOTAL ROUTES	15

EXHIBIT III
ROAD COMMISSION FOR OAKLAND COUNTY
STORM CALLOUT GUIDELINES

SITUATION A
6:00 A.M. – 9:00 A.M. MONDAY - FRIDAY
3:00 P.M. – 7:00 P.M. MONDAY - FRIDAY

FORECAST STORM SEVERITY	ROAD PRIORITY	CALLOUT RESPONSE
CONDITION YELLOW FLURRIES AND/OR DRIFTING LITTLE OR LIMITED EFFECT	CRITICAL (I) 1 THRU 4	Have 4 spreading units available after forecast
	I (II) 5 THRU 15	Have 6 spreading units available after forecast
	NONE	NONE
CONDITION RED EXPECT ALL PAVEMENT TO BE SNOW COVERED	CRITICAL	Have 4 spreading units available after forecast
	I (II) (I)	Have 6 spreading units available after forecast Have 5 spreading units when snow begins if prior to 6:00 a.m. or 4:30 p.m.
	NONE	NONE
CONDITION BLACK MAJOR SNOWSTORM	CRITICAL (I)	Have 4 spreading units available after forecast
	I (I)	Have 11 spreading units available after forecast
	NONE	NONE

	<u>GOAL FOR PAVEMENT CONDITION</u>
CRITICAL	75% BARE PAVEMENT
PRIORITY I	BARE PAVEMENT IN WHEEL TRACKS
PRIORITY II	¼" OR LESS SLUSH IN WHEEL TRACKS

COVERAGE LEGEND

- (I) SINGLE COVERAGE
- (II) DOUBLE COVERAGE
- (III) TRIPLE COVERAGE

DISTRICT NO	2
CRITICAL	4
PRIORITY I	11
PRIORITY II	0
TOTAL ROUTES	15

EXHIBIT III
ROAD COMMISSION FOR OAKLAND COUNTY
STORM CALLOUT GUIDELINES

SITUATION B
9:00 A.M. – 3:00 P.M. MONDAY - FRIDAY
6:00 A.M. – 7:00 P.M. SATURDAY
8:00 A.M. – 7:00 P.M. SUNDAY AND HOLIDAY

FORECAST STORM SEVERITY	ROAD PRIORITY	CALLOUT RESPONSE
CONDITION YELLOW FLURRIES AND/OR DRIFTING LITTLE OR LIMITED EFFECT	CRITICAL (I) 1 THRU 4	Call 4 drivers when snow begins
	I (II) 5 THRU 15	Call 6 drivers if roads become slippery
	NONE	NONE
CONDITION RED EXPECT ALL PAVEMENT TO BE SNOW COVERED	CRITICAL (I)	Have 4 spreading units available after forecast
	I (I)	Call 11 drivers when snow begins
	NONE	NONE
CONDITION BLACK MAJOR SNOWSTORM	CRITICAL (I)	Have 4 spreading units available after forecast
	I (I)	Call 11 drivers when snow begins
	NONE	NONE

<p>CRITICAL PRIORITY I PRIORITY II</p>	<p><u>GOAL FOR PAVEMENT CONDITION</u> BARE PAVEMENT IN WHEEL TRACKS ¼" OR LESS SLUSH IN WHEEL TRACKS SLUSH IN WHEEL TRACKS AT INTERSECTIONS CURVES AND HILLS</p>
--	--

COVERAGE LEGEND

- (I) SINGLE COVERAGE
- (II) DOUBLE COVERAGE
- (III) TRIPLE COVERAGE

DISTRICT NO	2
CRITICAL	4
PRIORITY I	11
PRIORITY II	0
TOTAL ROUTES	15

EXHIBIT III
ROAD COMMISSION FOR OAKLAND COUNTY
STORM CALLOUT GUIDELINES

SITUATION C
7:00 P.M. – 6:00 A.M. MONDAY - SATURDAY
7:00 P.M. – 8:00 A.M. SUNDAY AND HOLIDAY

FORECAST STORM SEVERITY	ROAD PRIORITY	CALLOUT RESPONSE
CONDITION YELLOW FLURRIES AND/OR DRIFTING LITTLE OR LIMITED EFFECT	CRITICAL (II) 1 THRU 4	Have 2 spreading units available after forecast
	I (III) 5 THRU 15	Have 5 spreading units available after forecast
	NONE	NONE
CONDITION RED EXPECT ALL PAVEMENT TO BE SNOW COVERED	CRITICAL (II)	Call 2 drivers when snow begins
	I (II)	Call 5 drivers when snow begins Additional drivers may be called with approval of headquarters
	NONE	NONE
CONDITION BLACK MAJOR SNOWSTORM	CRITICAL (II)	Call 2 drivers when snow begins
	I (II)	Call 6 drivers when snow begins Additional drivers may be called with approval of headquarters
	NONE	NONE

CRITICAL
PRIORITY I
PRIORITY II

GOAL FOR PAVEMENT CONDITION
¼" OR LESS SLUSH IN WHEEL TRACKS
SLUSH IN WHEEL TRACKS
NONE

COVERAGE LEGEND

- (I) SINGLE COVERAGE
- (II) DOUBLE COVERAGE
- (III) TRIPLE COVERAGE

DISTRICT NO	3
CRITICAL	7
PRIORITY I	8
PRIORITY II	0
TOTAL ROUTES	15

EXHIBIT III
ROAD COMMISSION FOR OAKLAND COUNTY
STORM CALLOUT GUIDELINES

SITUATION A
6:00 A.M. – 9:00 A.M. MONDAY - FRIDAY
3:00 P.M. – 7:00 P.M. MONDAY - FRIDAY

FORECAST STORM SEVERITY	ROAD PRIORITY	CALLOUT RESPONSE
CONDITION YELLOW FLURRIES AND/OR DRIFTING LITTLE OR LIMITED EFFECT	CRITICAL (I) 1 THRU 7	Have 7 spreading units available after forecast
	I (II) 8 THRU 15	Have 4 spreading units available after forecast
	NONE	NONE
CONDITION RED EXPECT ALL PAVEMENT TO BE SNOW COVERED	CRITICAL	Have 7 spreading units available after forecast
	I (II) (I)	Have 4 spreading units available after forecast Have 4 spreading units when snow begins if prior to 6:00 a.m. or 4:30 p.m.
	NONE	NONE
CONDITION BLACK MAJOR SNOWSTORM	CRITICAL (I)	Have 7 spreading units available after forecast
	I (I)	Have 8 spreading units available after forecast
	NONE	NONE

	<u>GOAL FOR PAVEMENT CONDITION</u>
CRITICAL	75% BARE PAVEMENT
PRIORITY I	BARE PAVEMENT IN WHEEL TRACKS
PRIORITY II	¼" OR LESS SLUSH IN WHEEL TRACKS

COVERAGE LEGEND

- (I) SINGLE COVERAGE
- (II) DOUBLE COVERAGE
- (III) TRIPLE COVERAGE

DISTRICT NO	3
CRITICAL	7
PRIORITY I	8
PRIORITY II	0
TOTAL ROUTES	15

EXHIBIT III
ROAD COMMISSION FOR OAKLAND COUNTY
STORM CALLOUT GUIDELINES

SITUATION B
9:00 A.M. – 3:00 P.M. MONDAY - FRIDAY
6:00 A.M. – 7:00 P.M. SATURDAY
8:00 A.M. – 7:00 P.M. SUNDAY AND HOLIDAY

FORECAST STORM SEVERITY	ROAD PRIORITY	CALLOUT RESPONSE
CONDITION YELLOW FLURRIES AND/OR DRIFTING LITTLE OR LIMITED EFFECT	CRITICAL (I) 1 THRU 7	Call 7 drivers when snow begins
	I (II) 8 THRU 15	Call 4 drivers if roads become slippery
	NONE	NONE
CONDITION RED EXPECT ALL PAVEMENT TO BE SNOW COVERED	CRITICAL (I)	Have 7 spreading units available after forecast
	I (I)	Call 8 drivers when snow begins
	NONE	NONE
CONDITION BLACK MAJOR SNOWSTORM	CRITICAL (I)	Have 7 spreading units available after forecast
	I (I)	Call 8 drivers when snow begins
	NONE	NONE

<p>CRITICAL PRIORITY I PRIORITY II</p>	<p><u>GOAL FOR PAVEMENT CONDITION</u> BARE PAVEMENT IN WHEEL TRACKS ¼" OR LESS SLUSH IN WHEEL TRACKS SLUSH IN WHEEL TRACKS AT INTERSECTIONS CURVES AND HILLS</p>
--	--

COVERAGE LEGEND
(I) SINGLE COVERAGE
(II) DOUBLE COVERAGE
(III) TRIPLE COVERAGE

DISTRICT NO	3
CRITICAL	7
PRIORITY I	8
PRIORITY II	0
TOTAL ROUTES	15

EXHIBIT III
ROAD COMMISSION FOR OAKLAND COUNTY
STORM CALLOUT GUIDELINES

SITUATION C
7:00 P.M. – 6:00 A.M. MONDAY - SATURDAY
7:00 P.M. – 8:00 A.M. SUNDAY AND HOLIDAY

FORECAST STORM SEVERITY	ROAD PRIORITY	CALLOUT RESPONSE
CONDITION YELLOW FLURRIES AND/OR DRIFTING LITTLE OR LIMITED EFFECT	CRITICAL (II) 1 THRU 7	Have 4 spreading units available after forecast
	I (III) 8 THRU 15	Have 3 spreading units available after forecast
	NONE	NONE
CONDITION RED EXPECT ALL PAVEMENT TO BE SNOW COVERED	CRITICAL (II)	Call 4 drivers when snow begins
	I (II) (III)	Call 3 drivers when snow begins Additional drivers may be called with approval of headquarters
	NONE	NONE
CONDITION BLACK MAJOR SNOWSTORM	CRITICAL (II)	Call 4 drivers when snow begins
	I (III)	Call 3 drivers when snow begins Additional drivers may be called with approval of headquarters
	NONE	NONE

	<u>GOAL FOR PAVEMENT CONDITION</u>
CRITICAL	¼" OR LESS SLUSH IN WHEEL TRACKS
PRIORITY I	SLUSH IN WHEEL TRACKS
PRIORITY II	NONE

COVERAGE LEGEND

- (I) SINGLE COVERAGE
- (II) DOUBLE COVERAGE
- (III) TRIPLE COVERAGE

DISTRICT NO	4
CRITICAL	11
PRIORITY I	10
PRIORITY II	0
TOTAL ROUTES	21

EXHIBIT III
ROAD COMMISSION FOR OAKLAND COUNTY
STORM CALLOUT GUIDELINES

SITUATION A
6:00 A.M. – 9:00 A.M. MONDAY - FRIDAY
3:00 P.M. – 7:00 P.M. MONDAY - FRIDAY

FORECAST STORM SEVERITY	ROAD PRIORITY	CALLOUT RESPONSE
CONDITION YELLOW FLURRIES AND/OR DRIFTING LITTLE OR LIMITED EFFECT	CRITICAL (I) 1 THRU 11	Have 11 spreading units available after forecast
	I (II) 12 THRU 21	Have 5 spreading units available after forecast
	NONE	NONE
CONDITION RED EXPECT ALL PAVEMENT TO BE SNOW COVERED	CRITICAL	Have 11 spreading units available after forecast
	I (II) (I)	Have 5 spreading units available after forecast Have 5 spreading units when snow begins if prior to 6:00 a.m. or 4:30 p.m.
	NONE	NONE
CONDITION BLACK MAJOR SNOWSTORM	CRITICAL (I)	Have 11 spreading units available after forecast
	I (I)	Have 10 spreading units available after forecast
	NONE	NONE

	<u>GOAL FOR PAVEMENT CONDITION</u>
CRITICAL	75% BARE PAVEMENT
PRIORITY I	BARE PAVEMENT IN WHEEL TRACKS
PRIORITY II	¼" OR LESS SLUSH IN WHEEL TRACKS

COVERAGE LEGEND

- (I) SINGLE COVERAGE
- (II) DOUBLE COVERAGE
- (III) TRIPLE COVERAGE

DISTRICT NO	4
CRITICAL	11
PRIORITY I	10
PRIORITY II	0
TOTAL ROUTES	21

EXHIBIT III
ROAD COMMISSION FOR OAKLAND COUNTY
STORM CALLOUT GUIDELINES

SITUATION B
9:00 A.M. – 3:00 P.M. MONDAY - FRIDAY
6:00 A.M. – 7:00 P.M. SATURDAY
8:00 A.M. – 7:00 P.M. SUNDAY AND HOLIDAY

FORECAST STORM SEVERITY	ROAD PRIORITY	CALLOUT RESPONSE
CONDITION YELLOW FLURRIES AND/OR DRIFTING LITTLE OR LIMITED EFFECT	CRITICAL (I) 1 THRU 11	Call 11 drivers when snow begins
	I (II) 12 THRU 21	Call 5 drivers if roads become slippery
	NONE	NONE
CONDITION RED EXPECT ALL PAVEMENT TO BE SNOW COVERED	CRITICAL (I)	Have 11 spreading units available after forecast
	I (I)	Call 10 drivers when snow begins
	NONE)	NONE
CONDITION BLACK MAJOR SNOWSTORM	CRITICAL (I)	Have 11 spreading units available after forecast
	I (I)	Call 10 drivers when snow begins
	NONE	NONE

<p>CRITICAL PRIORITY I PRIORITY II</p>	<p><u>GOAL FOR PAVEMENT CONDITION</u> BARE PAVEMENT IN WHEEL TRACKS ¼" OR LESS SLUSH IN WHEEL TRACKS SLUSH IN WHEEL TRACKS AT INTERSECTIONS CURVES AND HILLS</p>
--	--

COVERAGE LEGEND
(I) SINGLE COVERAGE
(II) DOUBLE COVERAGE
(III) TRIPLE COVERAGE

DISTRICT NO	4
CRITICAL	11
PRIORITY I	10
PRIORITY II	0
TOTAL ROUTES	21

EXHIBIT III
ROAD COMMISSION FOR OAKLAND COUNTY
STORM CALLOUT GUIDELINES

SITUATION C
7:00 P.M. – 6:00 A.M. MONDAY - SATURDAY
7:00 P.M. – 8:00 A.M. SUNDAY AND HOLIDAY

FORECAST STORM SEVERITY	ROAD PRIORITY	CALLOUT RESPONSE
CONDITION YELLOW FLURRIES AND/OR DRIFTING LITTLE OR LIMITED EFFECT	CRITICAL (II) 1 THRU 11	Have 6 spreading units available after forecast
	I (III) 12 THRU 21	Have 4 spreading units available after forecast
	NONE	NONE
CONDITION RED EXPECT ALL PAVEMENT TO BE SNOW COVERED	CRITICAL (II)	Call 6 drivers when snow begins
	I (III)	Call 4 drivers when snow begins Additional drivers may be called with approval of headquarters
	NONE	NONE
CONDITION BLACK MAJOR SNOWSTORM	CRITICAL (II)	Call 6 drivers when snow begins
	I (III)	Call 4 drivers when snow begins Additional drivers may be called with approval of headquarters
	NONE	NONE

	<u>GOAL FOR PAVEMENT CONDITION</u>
CRITICAL	¼" OR LESS SLUSH IN WHEEL TRACKS
PRIORITY I	SLUSH IN WHEEL TRACKS
PRIORITY II	NONE

COVERAGE LEGEND

- (I) SINGLE COVERAGE
- (II) DOUBLE COVERAGE
- (III) TRIPLE COVERAGE

DISTRICT NO	4S
CRITICAL	21
PRIORITY I	2
PRIORITY II	0
TOTAL ROUTES	23

EXHIBIT III
ROAD COMMISSION FOR OAKLAND COUNTY
STORM CALLOUT GUIDELINES

SITUATION A
6:00 A.M. – 9:00 A.M. MONDAY - FRIDAY
3:00 P.M. – 7:00 P.M. MONDAY - FRIDAY

FORECAST STORM SEVERITY	ROAD PRIORITY	CALLOUT RESPONSE
CONDITION YELLOW FLURRIES AND/OR DRIFTING LITTLE OR LIMITED EFFECT	CRITICAL (I) 1 THRU 20	Have 21 spreading units available after forecast
	I (II) 21 THRU 22	Have 1 spreading unit available after forecast
	NONE	NONE
CONDITION RED EXPECT ALL PAVEMENT TO BE SNOW COVERED	CRITICAL	Have 21 spreading units available after forecast
	I (II) (I)	Have 1 spreading unit available after forecast Have 1 spreading unit when snow begins if prior to 6:00 a.m. or 4:30 p.m.
	NONE	NONE
CONDITION BLACK MAJOR SNOWSTORM	CRITICAL (I)	Have 21 spreading units available after forecast
	I (I)	Have 2 spreading units available after forecast
	NONE	NONE

	<u>GOAL FOR PAVEMENT CONDITION</u>
CRITICAL	75% BARE PAVEMENT
PRIORITY I	BARE PAVEMENT IN WHEEL TRACKS
PRIORITY II	¼" OR LESS SLUSH IN WHEEL TRACKS

COVERAGE LEGEND

- (I) SINGLE COVERAGE
- (II) DOUBLE COVERAGE
- (III) TRIPLE COVERAGE

DISTRICT NO	4S
CRITICAL	21
PRIORITY I	2
PRIORITY II	0
TOTAL ROUTES	23

EXHIBIT III
ROAD COMMISSION FOR OAKLAND COUNTY
STORM CALLOUT GUIDELINES

SITUATION B
9:00 A.M. – 3:00 P.M. MONDAY - FRIDAY
6:00 A.M. – 7:00 P.M. SATURDAY
8:00 A.M. – 7:00 P.M. SUNDAY AND HOLIDAY

FORECAST STORM SEVERITY	ROAD PRIORITY	CALLOUT RESPONSE
CONDITION YELLOW FLURRIES AND/OR DRIFTING LITTLE OR LIMITED EFFECT	CRITICAL (I) 1 THRU 20	Call 21 drivers when snow begins
	I (II) 21 THRU 22	Call 1 driver if roads become slippery
	NONE	NONE
CONDITION RED EXPECT ALL PAVEMENT TO BE SNOW COVERED	CRITICAL (I)	Have 21 spreading units available after forecast
	I (I)	Call 2 drivers when snow begins
	NONE	NONE
CONDITION BLACK MAJOR SNOWSTORM	CRITICAL (I)	Have 21 spreading units available after forecast
	I (I)	Call 2 drivers when snow begins
	NONE	NONE

GOAL FOR PAVEMENT CONDITION
 BARE PAVEMENT IN WHEEL TRACKS
 ¼" OR LESS SLUSH IN WHEEL TRACKS
 SLUSH IN WHEEL TRACKS AT INTERSECTIONS,
 CURVES AND HILLS

COVERAGE LEGEND
 (I) SINGLE COVERAGE
 (II) DOUBLE COVERAGE
 (III) TRIPLE COVERAGE

DISTRICT NO	4S
CRITICAL	21
PRIORITY I	2
PRIORITY II	0
TOTAL ROUTES	23

EXHIBIT III
ROAD COMMISSION FOR OAKLAND COUNTY
STORM CALLOUT GUIDELINES

SITUATION C
7:00 P.M. – 6:00 A.M. MONDAY - SATURDAY
7:00 P.M. – 8:00 A.M. SUNDAY AND HOLIDAY

FORECAST STORM SEVERITY	ROAD PRIORITY	CALLOUT RESPONSE
CONDITION YELLOW FLURRIES AND/OR DRIFTING LITTLE OR LIMITED EFFECT	CRITICAL (II) 1 THRU 20	Have 11 spreading units available after forecast
	I (III) 21 THRU 22	Have 1 spreading unit available after forecast
	NONE	NONE
CONDITION RED EXPECT ALL PAVEMENT TO BE SNOW COVERED	CRITICAL (II)	Call 11 drivers when snow begins
	I (II)	Call 1 driver when snow begins Additional drivers may be called with approval of headquarters
	NONE	NONE
CONDITION BLACK MAJOR SNOWSTORM	CRITICAL (II)	Call 11 drivers when snow begins
	I (II)	Call 1 driver when snow begins Additional drivers may be called with approval of headquarters
	NONE	NONE

CRITICAL
PRIORITY I
PRIORITY II

GOAL FOR PAVEMENT CONDITION
¼" OR LESS SLUSH IN WHEEL TRACKS
SLUSH IN WHEEL TRACKS
NONE

COVERAGE LEGEND

- (I) SINGLE COVERAGE
- (II) DOUBLE COVERAGE
- (III) TRIPLE COVERAGE

DISTRICT NO	4T
CRITICAL	10
PRIORITY I	6
PRIORITY II	0
TOTAL ROUTES	16

EXHIBIT III
ROAD COMMISSION FOR OAKLAND COUNTY
STORM CALLOUT GUIDELINES

SITUATION A
6:00 A.M. – 9:00 A.M. MONDAY - FRIDAY
3:00 P.M. – 7:00 P.M. MONDAY - FRIDAY

FORECAST STORM SEVERITY	ROAD PRIORITY	CALLOUT RESPONSE
CONDITION YELLOW FLURRIES AND/OR DRIFTING LITTLE OR LIMITED EFFECT	CRITICAL (I) 1 THRU 9	Have 10 spreading units available after forecast
	I (II) 10 THRU 15	Have 3 spreading units available after forecast
	NONE	NONE
CONDITION RED EXPECT ALL PAVEMENT TO BE SNOW COVERED	CRITICAL	Have 10 spreading units available after forecast
	I (II) (I)	Have 3 spreading units available after forecast Have 3 spreading units when snow begins if prior to 6:00 a.m. or 4:30 p.m.
	NONE	NONE
CONDITION BLACK MAJOR SNOWSTORM	CRITICAL (I)	Have 10 spreading units available after forecast
	I (I)	Have 6 spreading units available after forecast
	NONE	NONE

	<u>GOAL FOR PAVEMENT CONDITION</u>
CRITICAL	75% BARE PAVEMENT
PRIORITY I	BARE PAVEMENT IN WHEEL TRACKS
PRIORITY II	¼" OR LESS SLUSH IN WHEEL TRACKS

COVERAGE LEGEND

- (I) SINGLE COVERAGE
- (II) DOUBLE COVERAGE
- (III) TRIPLE COVERAGE

DISTRICT NO	4T
CRITICAL	10
PRIORITY I	6
PRIORITY II	0
TOTAL ROUTES	16

EXHIBIT III
ROAD COMMISSION FOR OAKLAND COUNTY
STORM CALLOUT GUIDELINES

SITUATION B
9:00 A.M. – 3:00 P.M. MONDAY - FRIDAY
6:00 A.M. – 7:00 P.M. SATURDAY
8:00 A.M. – 7:00 P.M. SUNDAY AND HOLIDAY

FORECAST STORM SEVERITY	ROAD PRIORITY	CALLOUT RESPONSE
CONDITION YELLOW FLURRIES AND/OR DRIFTING LITTLE OR LIMITED EFFECT	CRITICAL (I) 1 THRU 9	Call 10 drivers when snow begins
	I (II) 10 THRU 15	Call 3 drivers if roads become slippery
	NONE	NONE
CONDITION RED EXPECT ALL PAVEMENT TO BE SNOW COVERED	CRITICAL (I)	Have 10 spreading units available after forecast
	I (I)	Call 6 drivers when snow begins
	NONE	NONE
CONDITION BLACK MAJOR SNOWSTORM	CRITICAL (I)	Have 10 spreading units available after forecast
	I (I)	Call 6 drivers when snow begins
	NONE	NONE

GOAL FOR PAVEMENT CONDITION
CRITICAL BARE PAVEMENT IN WHEEL TRACKS
PRIORITY I ¼" OR LESS SLUSH IN WHEEL TRACKS
PRIORITY II SLUSH IN WHEEL TRACKS AT INTERSECTIONS,
CURVES AND HILLS

COVERAGE LEGEND

- (I) SINGLE COVERAGE
- (II) DOUBLE COVERAGE
- (III) TRIPLE COVERAGE

DISTRICT NO	4T
CRITICAL	10
PRIORITY I	6
PRIORITY II	0
TOTAL ROUTES	16

EXHIBIT III
ROAD COMMISSION FOR OAKLAND COUNTY
STORM CALLOUT GUIDELINES

SITUATION C
7:00 P.M. – 6:00 A.M. MONDAY - SATURDAY
7:00 P.M. – 8:00 A.M. SUNDAY AND HOLIDAY

FORECAST STORM SEVERITY	ROAD PRIORITY	CALLOUT RESPONSE
CONDITION YELLOW FLURRIES AND/OR DRIFTING LITTLE OR LIMITED EFFECT	CRITICAL (II) 1 THRU 9	Have 5 spreading units available after forecast
	I (III) 10 THRU 15	Have 3 spreading units available after forecast
	NONE	NONE
CONDITION RED EXPECT ALL PAVEMENT TO BE SNOW COVERED	CRITICAL (II)	Call 5 drivers when snow begins
	I (II)	Call 3 drivers when snow begins Additional drivers may be called with approval of headquarters
	NONE	NONE
CONDITION BLACK MAJOR SNOWSTORM	CRITICAL (II)	Call 5 drivers when snow begins
	I (II)	Call 3 drivers when snow begins Additional drivers may be called with approval of headquarters
	NONE	NONE

	<u>GOAL FOR PAVEMENT CONDITION</u>
CRITICAL	¼" OR LESS SLUSH IN WHEEL TRACKS
PRIORITY I	SLUSH IN WHEEL TRACKS
PRIORITY II	NONE

COVERAGE LEGEND

- (I) SINGLE COVERAGE
- (II) DOUBLE COVERAGE
- (III) TRIPLE COVERAGE

When deciding on work force adjustments during the storm, the following procedures will be followed:

1. Evaluate road conditions three or four hours before the onset of the next expected change in the Situation.
2. Determine desired pavement conditions to be achieved and maintained during the upcoming Situation.
3. Evaluate expected weather conditions for the next four to five hours.
4. Estimate the labor force required to achieve desired maintenance objectives.
5. In consultation with district supervision, augment or reduce labor force accordingly at the transition time.

C. Southfield and Troy Maintenance Districts

Winter maintenance problems are particularly acute in the southern part of the County where heavy concentrations of traffic and longer employee travel times hinder operations.

When storm conditions make additional personnel and equipment necessary in these districts, initial call out should be made one to two hours earlier than the other districts prior to the morning rush hour.

In addition, all reasonable steps should be taken to ensure full maintenance of Southfield and Troy routes whenever conditions warrant. It may be necessary to reassign routes from adjacent districts to accomplish this. The SDO will be responsible for determining route changes.

D. Other Labor Force Considerations

During winter storms and other emergencies, situations may be encountered where work must be continued and this tends to generate long hours of work by individuals.

In the interest of employee and public safety, no employee should work more than 16 hours continuously. Department and district supervision should attempt to get replacements from within their own district.

Equipment should remain on the road continuously during Situation "A" periods. The only exception should be to reload salt or to take on fuel. Reassignment of drivers and vehicles for the sole purpose of relieving those drivers can normally be delayed until the end of the situation which is after 9:00 a.m. or 7:00 p.m. or at such time as the route is completed.

Stopping for meals during Situation "A" periods may be allowed with the approval of district supervision if the pavement is in acceptable condition and the possibility of additional precipitation has passed.

Operators are encouraged to be productive while patrolling in anticipation of a storm. If the travel lanes are clear, shoulders can be plowed back as needed. Crossovers and other areas where snow is being tracked onto travel lanes may also be salted or plowed.

E. Night and Weekend Calls for Winter Maintenance for State Trunklines and Road Commission Primary Roads.

When a watchman receives a call at night or on weekends stating that an accident has occurred or that there is an isolated slippery spot, the watchman should contact district supervision for location inspection and determination. If the watchman has any questions or concerns, he should contact district supervision or the SDO for determination of action.

F. Night and Weekend Calls for Winter Maintenance for Local and Subdivision Roads

Calls received at night or on weekends stating that a reportable accident has occurred due to slippery conditions or that there is an isolated slippery spot (with remainder of road in reasonably good condition) that may cause a reportable accident, will initiate the following action:

1. If an accident has been reported, the watchman or alternate shift foreman will contact appropriate police agencies for confirmation, and if the accident is confirmed, will have location treated with salt, sand, or salt and sand mix as soon as possible. If the accident is not confirmed, the watchman or alternate shift foreman will follow the procedure in paragraph 2 below.
2. A report of an isolated slippery spot where the remainder of the road is believed to be in good condition will be reported to the alternate shift foreman or to district supervision immediately. The alternate shift foreman or supervisor will inspect the road as soon as possible unless they have knowledge that it is not an isolated situation (much of the road is slippery). District supervision may salt or sand immediately, schedule it for the next daylight work period, or determine that no action is advisable, depending on their own evaluation of conditions.

If the watchman has any questions or concerns, he should contact district supervision or the SDO for determination of action.

IV. WINTER MAINTENANCE PRACTICES

The following winter maintenance practices are adopted for use during winter storm operations. Operators should be made aware of these guidelines and their responsibilities as described below. Deviations from accepted practice should be corrected by counseling the operator at the first opportunity.

A. Salting

The maximum application rate to be used by Road Commission trucks is 400-pounds/2 lane mile, except for intersections, hills, ramps, and crossovers. These exceptions are discussed in Exhibit IV.

The amount of salt applied must be altered with temperature changes. Exhibit IV provides application rate guidelines for various temperatures and snow accumulations. The rates shown should produce nearly complete melting of the accumulations indicated. Whenever snow accumulates to one inch or more the surfaces should be bladed off prior to applying salt.

EXHIBIT IV

SALT APPLICATION RATES (Pounds per 2 Lane Miles)

Snow Accumulation	Application Rate
1/4 Inch	200 Pounds
1/2 Inch	300 Pounds
3/4 Inch	400 Pounds

Sunshine and traffic will increase the effectiveness of salt, reducing requirements below those shown above. Supervisors should consider this when determining application rates.

It is intended that a heavier application of salt and sand will be used on intersections, hills, ramps, and crossovers than on the remainder of the route. This should be accomplished by temporarily increasing both the delivery system and spinner speeds.

Higher application rates at these same locations should usually be advisable doing spot locations.

If equipment cannot achieve the higher rates, it may be desirable to salt these areas twice (a double application).

Spreader Calibration

Spreaders should be calibrated and charts maintained in each vehicle showing the settings and the resulting application rate at various speeds. Operators are expected to select an appropriate application rate and use salt effectively.

Spinner Speeds

Spinner speeds should be adjusted so that a six to eight foot pattern is spread. Spinner shields should be adjusted so that salt is placed at or near the high point of the pavement.

Center Lane Salting

The center lane of five-lane roads should be bladed during normal snow removal operations. Center left turn lanes should be salted as required during storm cleanup operations.

B. Blading and Plowing

Blades and/or plows should be used to remove snow from the traveled portion the road whenever accumulation reaches one inch or more.

All blading and plowing in multi-lane roads should be done with one unit for each lane whenever possible.

Shoulders should be plowed back if snow covered. Generally, however, plowing of shoulders should be part of the clean up operation during regular hours. The final plow pass on shoulders having guardrails should plow snow up and over the guardrail whenever possible.

It is extremely important to blade slush off the pavement whenever freezing temperatures exist or are expected.

Salt usually begins to lose its effectiveness about two hours after application. Plowing operations should therefore be delayed to allow maximum melting from salting.

C. Ceasing Storm Operations

When precipitation has stopped falling and no more is expected, and optimal pavement conditions have been achieved, the maintenance objective is to treat pavement so that it should remain in an adequate driving condition until cleanup can be completed during regular working hours.

In making the decision to cease storm operations, expected temperature and wind conditions for the next several hours are important factors to consider.

Forecasted temperatures significantly above freezing means that some slush may be left on the pavement and allowed to melt naturally. Slush should be bladed off so that it does not freeze if colder temperatures are expected.

Shoulders should be plowed back to minimize drifting if wind is forecast, also so they do not freeze in place thereby making them more difficult to plow later.

Critical priority routes should be treated until it is evident that the required conditions of Situations A, B, or C are met as appropriate.

When these conditions have been achieved, storm operations should cease and the work force sent home or reassigned to other work.

D. After-Storm Clean Up

Clean up after the storm should be accomplished during regular working hours. The maintenance objective during clean up is to provide bare, dry pavement conditions on all Critical, Priority I and Priority II roads, as well as reasonably adequate conditions on Priority III, Priority IV, and Priority V roads.

Priority IV and Priority V roads will be maintained in accordance with the following guidelines:

1. In making judgments about winter maintenance on Priority IV and Priority V roads, traffic volume, time of day, temperature, weather forecasts, reported hazardous conditions, and workload will be taken into consideration.
2. Mile-type local roads, whether paved or unpaved, will generally carry more traffic than subdivision streets, and will generally be maintained first.
3. Salt will normally be used for paved roads and sand for gravel roads. The most probable locations for salting or sanding will be at stops, railroad crossings, and on hills, curves and intersections.
4. Winter maintenance of Priority IV and Priority V roads will, except in case of emergency or known hazards, be performed during regular working hours.
5. Any unusual number of evening or weekend requests for spot salting sanding at locations such as hills, curves, and stopping areas will be brought to the attention of the SDO who will consider the advisability scheduling overtime responses.
6. Salt use in subdivisions will be controlled closely. Spot salting in subdivisions should be limited to fairly sharp curves and steep grades and to an approach area of about 50 feet at intersections.
7. Salting of entire lengths of subdivision streets may be performed during regular working hours, subject to the following conditions:
 - a. The Director of Highway Maintenance or his designate must give specific authorization.

- b. The temperature is 30 degrees Fahrenheit or warmer if overcast, and is expected to remain steady or increase. If the sun is shining a temperature of 26 degrees Fahrenheit is acceptable. No additional accumulation is expected for two or three days.
- c. Existing accumulation is generally at least one-half inch of ice packed snow that cannot be removed by blading.
- d. Critical, Priority I, and Priority II roads are at prescribed conditions.
- e. Adequate supply of salt is available.
- f. When subdivision streets are salted the maximum application rate should be 800 pounds per 2-lane mile of street.

Generally, clean up should be accomplished by plowing and blading. Salt can be used to clear a packed ice condition on a paved road and to melt snow or slush remaining after blading.

Strips of snow and ice between wheel tracks should be eliminated by blading.

Other factors involved in the selection of a clean up strategy include accumulation and temperature. Exhibit VI on the next page, provides guidance in selecting an appropriate strategy.

ROAD COMMISSION FOR OAKLAND COUNTY
EXHIBIT VI
AFTER STORM TREATMENT RESPONSES

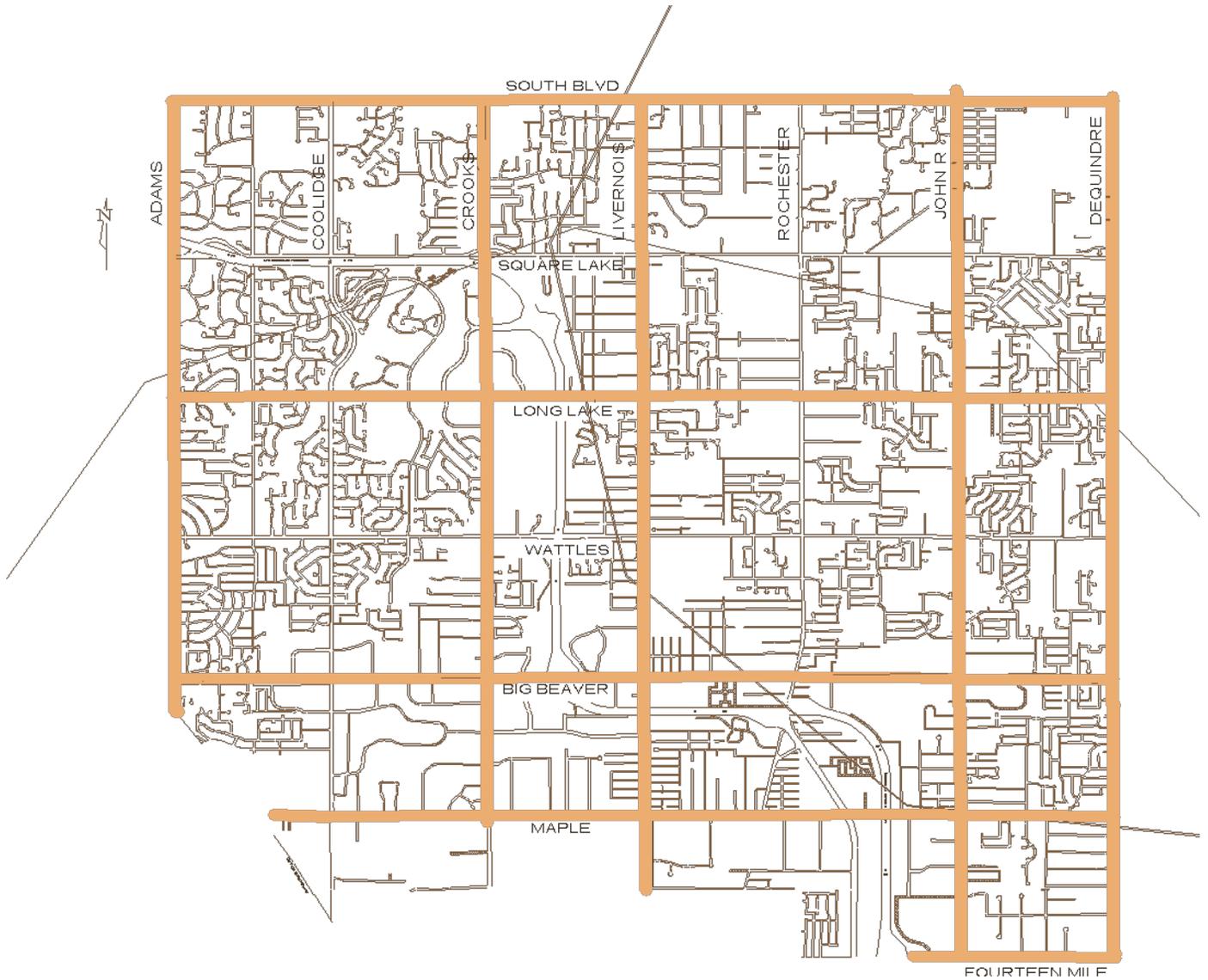
PRIORITY	EXISTING ACCUMULATION	EXISTING TEMPERATURE	TREATMENT RESPONSE
I & II III (during normal working hours)	1" and less	9 degrees and lower	Apply salt-chloride mixture at "mile road" intersections, adjacent hills and curves.
		10 degrees and above	Salt
	1" and above	9 degrees and lower	Blade and/or plow and apply salt-chloride mixture at "mile road" intersections, adjacent hills, and curves.
		10 degrees and above	Blade and/or plow and salt. Blade or plow shoulder on regular time or when patrolling on "storm alert" for next storm.
Local roads & subdivision streets (normal working hours only)	3" or less	9 degrees and lower	None
		10 degrees and above	None
	3" and above	9 degrees and lower	Blade and/or plow.
		10 degrees and above	Blade and/or plow paved and gravel roads.

Note: Salt, salt and sand, or sand may be used on local roads and subdivision streets when traffic cannot travel with reasonable safety. Intersections with paved mile roads, railroad crossings and hills command first priority for treatment in such a situation.

Road Commission of Oakland County Winter Maintenance Historical Funding

	2002	2003	2004	2005	2006	2007	2008	2009	2010	2002-2010
Personal Services	\$ 67,971	\$ 109,889	\$ 85,042	\$ 122,384	\$ 87,472	\$ 93,444	\$ 173,673	\$ 125,799	\$ 69,447	\$ 935,121
										31.8%
Salt and Supplies	\$ 64,128	\$ 128,162	\$ 118,385	\$ 167,386	\$ 128,565	\$ 120,004	\$ 257,666	\$ 238,349	\$ 117,818	\$ 1,340,463
										45.6%
Vehicles & Equipment	\$ 39,260	\$ 73,090	\$ 62,263	\$ 88,718	\$ 57,674	\$ 58,122	\$ 112,434	\$ 117,084	\$ 56,849	\$ 665,494
										22.6%
Totals Expencc	\$ 171,359	\$ 311,141	\$ 265,690	\$ 378,488	\$ 273,711	\$ 271,570	\$ 543,773	\$ 481,232	\$ 244,114	\$ 2,941,078
Contract Amount	\$ 213,170	\$ 219,565	\$ 226,152	\$ 230,676	\$ 235,289	\$ 239,995	\$ 244,795	\$ 249,691	\$ 249,691	\$ 2,109,024
Net Cost to City	\$ (41,811)	\$ 91,576	\$ 39,538	\$ 147,812	\$ 38,422	\$ 31,575	\$ 298,978	\$ 231,541	\$ (5,577)	\$ 832,054
Average Net Cost to City / Year			\$ 92,450							
Average Net Cost to City/Year removing the two high and two low years			\$ 69,785							

Map of RCOC Roads and list of roads Troy would maintain for Snow & Ice Control.



- Adams
- Big Beaver
- Crooks
- Dequindre
- John R
- Livernois
- Long Lake
- Maple
- South Blvd



MICHIGAN MUNICIPAL
RISK MANAGEMENT
AUTHORITY
CERTIFICATE OF COVERAGE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder except to the extent shown below. This certificate does not amend, extend or alter the coverage contained in the Authority's Joint Powers Agreement and coverage attachments thereto.

This is to certify that a Self-Insured Program has been undertaken by the member listed below through the Authority pursuant to Act 138 P.A. 1982.

The coverage provided by the Authority is as follows:

1. Liability coverage for general liability, automobile (including Michigan no-fault) law enforcement and public officials liability; in the sum of \$15,000,000 each occurrence inclusive of loss adjustment and defense costs.
2. Property Coverage including loss to real & personal property, to amounts stipulated in coverage documents and overview for this member.
3. Motor Vehicle Physical Damage Coverage for the vehicles stipulated in the Coverage Document.
4. Information only
5. The entity named below is included in the scope of protection as additional insured and loss payee, only as respects claims arising from the purchase or lease of vehicles or other property. Losses, if any, will be adjusted with the member and payable to the member and the following, as their interest may appear:
6. Other (as described here): **The scope of protection includes the Road Commission for Oakland County as additional insured, only as respects liability which may arise from work done by the City of Troy in conjunction with the Winter Road Maintenance Agreement.**

Authority membership and coverage are continuous in nature, and bear no expiration or termination date, however, should the member identified below withdraw from the Authority, or its Authority Membership be otherwise terminated, the Authority will endeavor to notify the certificate holder in writing thirty (30) days in advance thereof, but failure to furnish such notice will impose no obligation or liability of any kind upon the Authority, or its representatives.

Certificate Holder:

Road Commission of Oakland County
2420 Pontiac Lake Road
Waterford, MI 48328

Member:

City of Troy
500 West Big Beaver
Troy, MI 48084

Distribution:

MMRMA Underwriting
Stephen Cooperrider, City of Troy

Member Number: 137

Effective Date of Membership: 11/8/1990

Date Issued: August 20, 2010

Authorized Representative



michigan municipal league
Workers' Compensation Fund

Certificate of Membership Proof of Insurance

The Michigan Municipal League Workers' Compensation Fund, approved by the Director of the Workers' Compensation Agency as a group self-insurer, certifies that

City Of Troy

Policy Number: 5000410-10

is a member in good standing of the Fund, for the year expiring

June 30, 2011

and as such is approved by the Agency as a self-insured.

Employer's Liability coverage of
\$500,000 is included.

Michael J Forster

July 1, 2010

Effective Date

Note: This certificate is proof that your entity has complied with the Workers' Disability Compensation Act by becoming a Member of the Michigan Municipal League Workers' Compensation Fund. Copies of this certificate may be provided to third parties as evidence that the required workers' compensation coverage is in place.



CITY COUNCIL AGENDA ITEM

September 28, 2010

To: The Honorable Mayor and City Council Members

From: John Szerlag, City Manager
Lori Grigg Bluhm, City Attorney
John M. Lamerato, Assistant City Manager/Finance & Administration
Mark F. Miller, Acting Assistant City Manager/Economic Development Services
Susan Leirstein, Purchasing Director
Peggy E. Sears, Human Resources Director

Subject: Consulting/Professional Services Agreement with the International City Management Association (ICMA)

In accordance with direction from City Council, attached is a contract for consulting/professional services with ICMA. The outcome of ICMA's work is to provide us with a neutral third party evaluation of finding the most efficient manner in which to deliver services, as well as what it takes to be sustainable in terms of staffing. The scope of work will include all departments that have not yet been analyzed and they are identified below:

- Police Department
- Fire Department
- City Manager's Office
- City Attorney's Office
- City Assessor's Office
- City Clerk's Office
- City Treasurer's Office
- Finance
- Information Technology
- Human Resources
- Purchasing Department
- All departments involved in maintenance functions: Public Works; Parks and Recreation; Building Operations
- In addition, ICMA will conduct a benefit comparative analysis

The aggregate cost for the above eight elements ranges from \$196,660 to \$208,360. Funding can come from two primary sources: General Fund Balance and a transfer from Capital to General Fund from a capital project that is currently under construction. The project is the North Adams Valley and Orchard Highlands pavement rehabilitation. Low bid was \$621,292.79 with a 25% contingency, equaling \$776,615.99. One million dollars is budgeted for the project, therefore \$223,384.01 is available. City Engineer Steve Vandette is confident that the 25% contingency will be sufficient to complete the paving rehabilitation project.

c: Craig Rapp, Director of Consulting Services, ICMA
Department Directors

CONSULTING/PROFESSIONAL SERVICES AGREEMENT

This Agreement for Consulting / Professional Services is made as of the 30 day of ~~September~~, 2010 by and between the City of Troy, a municipal corporation of the State of Michigan, (hereinafter "CITY"), and the International City/County Management Association, a not-for-profit corporation incorporated under the laws of the State of Illinois, whose principal office is located in Washington, D.C. (hereinafter "CONSULTANT") and whose Federal I.D. number is 36-2167755.

WHEREAS, the City desires to retain the CONSULTANT, and the CONSULTANT desires to be retained, pursuant to the scope of services, contained in the ICMA Proposal, Organizational Restructuring, City of Troy, Michigan, attached hereto as Exhibit "B" and incorporated herein in its entirety;

NOW, THEREFORE, in consideration of the mutual promises contained herein, CITY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The services to be rendered by CONSULTANT under this Agreement are set forth in the ICMA Proposal, Organizational Restructuring, City of Troy, Michigan, attached as Exhibit "B" and incorporated by reference. Without limitation, this engagement involves two major components; the police analysis, which is estimated to take 130 days to complete, and which requires CONSULTANT to submit a draft report, followed by a draft final and an approved final report; and the department reviews, which are estimated to take approximately 90 days to complete, and which requires CONSULTANT to submit a benchmark and also a draft report. Both of these components will require CONSULTANT to complete a comparative analysis of the employee benefit package currently provided by the City.

ARTICLE 2 - SCHEDULE

The schedule for services to be rendered by CONSULTANT is set forth in Exhibit "C" attached hereto. The final report for the department reviews shall be delivered within 90 days of the execution of this Agreement; and the police analysis approved final report shall be delivered within 130 days of the execution of this Agreement. However, upon request of a party, this time frame can be extended upon mutual agreement.

ARTICLE 3 - COMPENSATION

Compensation shall be in accordance with Exhibit "A". CONSULTANT shall submit invoices and requests for payment in a form acceptable to CITY. The CITY shall have up to 45 days from receipt of invoice to issue payment. This 45 day period shall be waived if CITY has a good faith dispute as to any amount due and owing, and in any such case, CITY shall pay any remaining amounts due and owing as soon as possible after resolution of the dispute.

ARTICLE 4 - TERM AND TERMINATION

Term This Agreement shall be effective as of the date the last party executes the Agreement, and shall terminate once the entire scope of work is completed and delivered to the CITY, which shall be on or before April 1, 2011, unless this deadline is mutually extended by the parties.

Termination CONSULTANT shall be paid for services rendered to the City's satisfaction through the date of termination. This agreement can be terminated for cause. In any

such case, the CITY shall mail a termination notice and except as otherwise directed by the City, the CONSULTANT shall:

- A. Stop work on the date and to the extent specified;
- B. Transfer all work in process, completed work, and other materials related to the terminated work to the City; and
- C. Continue and complete all parts of the work that have not been terminated.

If CONSULTANT substantially fails to perform the duties and obligations of this Agreement, then the CITY may exercise remedial actions, as set forth below, in addition to any other action, as provided for in this Agreement. Substantial failure to perform the duties and obligations of this Agreement means a significant, insufficient, incorrect or improper performance, activities, or inactions by CONSULTANT. Permissible remedial actions include:

- A. Suspend CONSULTANT's performance, pending necessary correction action, as specified by CITY, without CONSULTANT's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
- B. Withhold payment to CONSULTANT until the necessary services or corrections are satisfactorily completed by CONSULTANT; and/or
- C. Deny payment for those services that have not been satisfactorily performed, and which, due to circumstances caused by CONSULTANT, cannot be performed, or if performed, would be of no value to CITY; and/or
- D. Terminate this Agreement, in accordance with the terms set forth above.

The foregoing remedies are cumulative, and CITY, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

ARTICLE 5 - PERSONNEL

CONSULTANT is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor, and not an employee, or agent of the City. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects CONSULTANT's relationship and the relationship of its employees to the City shall be that of independent contractor and not as employees or agents of the City.

CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be entitled to any benefits of the City including, but not limited to, pension, health and workers' compensation benefits.

CONSULTANT warrants that all services shall be performed by those individuals listed in Exhibit B, or if unavailable, with similarly skilled and competent personnel, consistent with applicable technical and professional standards in the field. CONSULTANT shall promptly notify CITY if the individuals listed in Exhibit B are unavailable, and shall provide CITY with the credentials of any substitute personnel upon CITY's request, so that CITY can verify that the substitute personnel possess comparable or acceptable qualifications.

ARTICLE 6 - AVAILABILITY OF FUNDS

CITY has appropriated sufficient funds in the operating budget(s) to meet its payment obligations under this Agreement.

ARTICLE 7 - INSURANCE REQUIREMENTS

CONSULTANT will be required to provide certificates of insurance showing that it carries, or has in force sufficient automobile liability insurance, general liability insurance, worker's compensation insurance and professional liability insurance. Limits of liability for automobile liability insurance shall be, at a minimum, \$1,000,000.00 combined single limit. Limits of liability for general liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence, \$1,000,000.00 personal and advertising injury, \$1,000,000.00 general aggregate and \$1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability. Limits of liability for professional liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence/claim and \$1,000,000.00 aggregate. If the general liability insurance coverage and/or the professional liability insurance coverage is on a claims-made basis, CONSULTANT will maintain coverage in force for a period of two (2) years following the termination of the agreement, at the limits specified in this paragraph. CONSULTANT is responsible for the payment of any deductibles or self-insured retentions. Insurance carriers must be licensed and admitted in Michigan.

The certificate of insurance shall require that CITY be provided with at least thirty (30) days written advance notice of cancellation of any of the coverages, as set forth above. CITY will be named as additional insured under the CONSULTANT's general liability insurance and automobile liability insurance policies.

CONSULTANT shall require certificates of insurance from sub-contractors. Sub-contractors will carry limits of insurance equal to or greater than those carried by the CONSULTANT. These certificates shall include waivers of subrogation in favor of CITY and CONSULTANT and shall be made available to CITY upon request.

CONSULTANT agrees to indemnify, hold harmless, pay on behalf of, and defend the City, its officials, representatives, agents, servants, and employees from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including attorneys fees and litigation expenses, in whole or in part arising out of, connected with, including bodily injury or death, or in any way associated with the activities of CONSULTANT, its employees, or its sub-contractors in connection with the work to be performed under this Agreement.

ARTICLE 8 - SUCCESSORS AND ASSIGNS

CITY and CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as stated above, neither CITY nor CONSULTANT shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than CITY and CONSULTANT.

ARTICLE 9 - LAW GOVERNING THIS AGREEMENT

This Agreement shall be governed by the laws of the State of Michigan. Any and all legal action necessary to enforce the Agreement will be held in Oakland County, Michigan. No remedy herein conferred upon any party is intended to be exclusive of

any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The parties shall be compliant with federal, state, and local law.

Dispute Resolution

In case of a dispute regarding the interpretation of any part of this Agreement, the parties shall use their best efforts to arrive at a mutually acceptable resolution. CONSULTANT shall proceed diligently with its performance of the work under this Agreement pending the final resolution of any dispute arising or relating to this Agreement. CITY shall continue to pay the CONSULTANT for its performance under the Agreement, except for those items related to the dispute.

ARTICLE 10 - CONFLICT OF INTEREST

CONSULTANT represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required.

CONSULTANT's employees, consultants, or subcontractors may undertake additional professional activities provided such activity and involvement does not conflict or interfere with this Agreement.

ARTICLE 11 –FORCE MAJEURE

The PARTIES shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the PARTIES and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; and abnormally severe and unusual weather conditions.

Upon either PARTY's request, the other PARTY shall consider the facts and extent of any failure to perform the work and, if the PARTY's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly to a newly agreed upon timeline. It shall be the responsibility of the PARTIES to notify the other PARTY promptly in writing whenever a delay is anticipated or experienced, and to inform the other PARTY of all facts and details related to the delay.

ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful Court order.

All drawings, maps, sketches, programs, data base reports and other data developed, or purchased, under this Agreement for or at CITY's expense shall be and remain City property and may be reproduced and reused at the discretion of CITY. CITY shall also make all determinations for the release of information under the Freedom of Information Act, which may result in the disclosure of information provided by CONSULTANT.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to

any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 13 - NONDISCRIMINATION

CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, and sexual orientation.

ARTICLE 14 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party will be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party may be entitled.

ARTICLE 15 - SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 16 - ENTIRETY OF CONTRACTUAL AGREEMENT

CITY and CONSULTANT agree that this Agreement, together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 17 - Modification and Changes. In the event of any conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, the terms of this Agreement will supersede and prevail over the terms in the incorporated Exhibits.

ARTICLE 17 - MODIFICATIONS AND CHANGES

Only the CITY COUNCIL has authority to issue modifications to this Agreement that materially change or modify any of the specifications, terms, or conditions of this Agreement.

Only the CITY COUNCIL may, by written order, make changes within the scope of work of this Agreement including but not limited to any one or more of the following: (a) description of services to be performed; and (b) period of performance.

No change order shall be binding unless approved by a resolution of the CITY COUNCIL, and approved by the Consultant's Contracting Administrator or their designated representative unless they are of an administrative matter.

City Manager or his designee is the Administrator of this Agreement, and shall serve as the primary contact. The City Manager shall have emergency power concerning this Agreement, and can make modifications to the Agreement in such

emergency cases, but any such modification must be presented to CITY COUNCIL for ratification at the earliest opportunity.

ARTICLE 18 - NOTICE

All notices given under this Agreement shall be sent by certified mail, return receipt requested, and if sent to the (name of client) shall be mailed to:

City of Troy
City Manager
500 W. Big Beaver Rd.
Troy, MI 48084
(248) 524-3330

and if sent to the CONSULTANT shall be mailed to:

Director
Grants & Contract Administration
International City/County Management Association (ICMA)
777 North Capitol Street, Suite 500
Washington, DC 20002

IN WITNESS WHEREOF, the parties hereto agreed to all that is written herein and included within Exhibit "A", Exhibit "B", Exhibit "C" and Exhibit "D".

CITY OF TROY

BY: _____
LOUISE SCHILLING, MAYOR

Date: _____

ATTEST:

SIGNATURE

Print Name: _____

Date: _____

CITY OF TROY _____

BY: _____
TONNI BARTHOLOMEW, CITY CLERK

Date: _____

ATTEST:


SIGNATURE

Print Name: IAN O'BRIEN

Date: 9/30/10

WITNESSES:

INTERNATIONAL CITY/COUNTY
MANAGEMENT ASSOCIATION
(ICMA)

BY: 
SIGNATURE

BY: 
SIGNATURE

Print Name: Thomas Wernick

Print Name KRISHNA SOTI

Date: 09/30/2010

Title: Director, Grants & Contract Services

Date: 09/30/2010

EXHIBIT A

Payment and Fees Schedule

In consideration of the activities performed by the CONSULTANT, CITY agrees to pay the CONSULTANT an amount not to exceed \$183,360 for services rendered, plus up to an additional \$25,000.00 in actual travel costs. Each payment installment shall be based upon the deliverables included in this professional services agreement and as clearly articulated in Exhibit "B".

The first installment of \$36,672.00 (estimated at 20%) shall be paid immediately upon contract execution. An additional four (4) payment installments shall be made to ICMA based upon the completion of project deliverables as follows:

Up to \$43,504 - upon submittal of progress/draft report on elements 2-8 (40% of elements 2-8)

Up to \$29,840 - upon submittal of draft report on element 1 (40% of element 1)

Up to \$43,504 - upon submittal of final reports on elements 2-8 (40% of elements 2-8)

Up to \$29,840 - upon submittal of final reports on element 1 (40% of element 1)

All payment installments shall be remitted to the International City/County Management Association, and are due under the terms of Article 3. Compensation.

Reimbursable Costs

The estimated travel costs for this project are \$25,000.00. All travel costs will be billed to CITY and shall be paid within 45 days upon receipt of invoice. ICMA agrees to work cooperatively with CITY in order to reduce travel costs to the greatest extent possible while still meeting the expectations of the City. ICMA also agrees to comply with the City of Troy's travel guideline limitations (per diem food allowances, prohibition of reimbursement for alcohol, etc.), which are attached as Exhibit D.



EXHIBIT B

PROPOSAL- CITY OF TROY, MICHIGAN- ORGANIZATIONAL RESTRUCTURING

Handwritten signature or initials in the bottom right corner of the page.



Leaders at the Core of Better Communities



Proposal

Organizational Restructuring

City of Troy, Michigan



***Helping Local Governments Achieve
Measurable Results***



Leaders at the Core of Better Communities

Submitted by and reply to:
Craig R. Rapp
Director

ICMA Consulting Services
International City/City Management Association
777 North Capitol Street, NE - Suite 500
Washington, DC 20002

Phone: 202.962.3583 e - mail: Craig.Rapp@icma.org



Leaders at the Core of Better Communities

September 2, 2010

Mr. John Szerlag
City Manager
City of Troy
500 W. Big Beaver
Troy, MI 48084

Re: Request for Proposal

Dear Mr. Szerlag:

ICMA *Consulting Services* is pleased to provide this proposal in response to your request to provide assistance with the City of Troy's organizational restructuring efforts.

Our team has extensive experience in the areas of municipal operations, organizational structure and staffing, strategic and business planning, financial assessment, service prioritization, and performance measurement. We pride ourselves on delivering enterprise-wide solutions to our clients, and serving as an objective, trusted advisor on a wide range of organizational issues. As our proposal describes, our project will be delivered by a team of consultants who each have decades of direct experience working in and consulting with local governments. We will provide the City of Troy with the proven expertise you need for your restructuring effort.

As the membership association for more than 9,100 chief appointed administrators, assistant administrators, and other city and county officials throughout the world, ICMA has provided professional development, technical assistance, and leading edge information to local governments since 1914. Our ability to provide practical solutions to address organizational challenges, combined with our consulting expertise, makes ICMA uniquely qualified to assist the City of Troy.

We look forward to working with you.

Sincerely,

Craig R. Rapp,
Director
ICMA Consulting Services



Leaders at the Core of Better Communities

PROPOSAL

City of Troy, Michigan – Organizational Restructuring

Introduction

ICMA recognizes that the City of Troy has already taken drastic steps to restructure operations to address declining revenues. Our comprehensive approach will deliver broad-based recommendations that the city can use to continue this process and to effectively allocate and deploy staff and other resources.

I. ICMA's Unique Qualifications

There are four core concepts that make ICMA uniquely qualified to meet requirements for this project.

- (1) Tailored Approach - Our approach will be tailored to the specific requirements and conditions of the City of Troy as opposed to an off-the-shelf assessment model.
- (2) Knowledge and Experience - Our team members have direct, practical experience with organizational restructuring that has resulted in improved service delivery. In addition, team members have over 150 years of combined experience leading local governments that have been recognized for performance excellence.
- (3) Capacity Development - Our approach will build on the city's knowledge, skills, abilities, and resources. This will ensure that our recommendations can be fully implemented and are sustainable.
- (4) City-wide Perspective - While the request for proposal does not include an organizational restructuring of the entire city government, our recommendations and assistance are designed to guarantee that our work meets the needs of the city as a whole. This means we will be mindful of the complex interrelationships that exist between the various departments and the larger organization. This perspective ensures that our recommendations will not conflict with the City's overall policies, practices and strategic direction.

II. ICMA Project Team

ICMA presents the following team members for this engagement. In addition to the individuals listed below, ICMA's team will include partnerships with the International Municipal Lawyers Association (IMLA), the Center for State and Local Government Excellence, and our own ICMA Center for Performance Measurement.

Craig R. Rapp, ICMA-CM, Director, ICMA Consulting Services

Craig Rapp will serve as the principal in charge for this project. As Director of *ICMA Consulting Services*, Mr. Rapp provides a broad range of services to local governments across the country. He oversees ICMA's consulting practice and is a nationally prominent speaker on a variety of subjects relating to management excellence. His background includes over 30 years experience as a senior executive in both the public and private sectors. He was the City Manager in three cities, an executive for a regional agency, and Vice President of a local government consulting firm. His specific areas of expertise are organizational improvement, strategic planning, and community engagement. He has been certified as a Baldrige evaluator in Minnesota.

Leonard A. Matarese, ICMA-CM, Director, Public Safety Services, ICMA Consulting Services

Mr. Matarese is a specialist in public sector administration with particular expertise in public safety issues. He has 40 years experience as a law enforcement officer, police chief, public safety director, city manager and major city Human Resources Commissioner. He was one of original advisory board members and trainer for the first NIJ/ICMA Community Oriented Policing Project which has subsequently trained thousands of municipal practitioners on the techniques of the community policing philosophy over the past 18 years. He has conducted numerous studies of emergency services agencies with particular attention to matching staffing issues with calls for service workload. Recognized as an innovator by his law enforcement colleagues he served as the Chairman of the SE Quadrant, Florida, and Blue Lighting Strike Force, a 71 agency consortium, U.S. Customs Service anti-terrorist and narcotics task force and as president of the Miami-Dade County Police Chief's Association. He represents ICMA on national projects involving the United States Department of Homeland Security, The Department of Justice, Office of Community Policing and the Department of Justice, Office Bureau of Justice Assistance. He also serves as a project reviewer for National Institute of Justice

Thomas Wieczorek, Manager, Public Safety Programs, ICMA Consulting Services, retired City Manager, Ionia, MI; former Executive Director, Center for Public Safety Excellence

Mr. Wieczorek is an expert in fire and emergency medical services operations. He has served as a police officer, fire chief, director of public safety and city manager and is former Executive Director of the Center for Public Safety Excellence (formerly the Commission on Fire Accreditation International, Inc.) and was an author on the most recent "Standards of Response" book printed by the CPSE. He has taught a number of programs at Grand Valley State University, the National Highway Traffic Safety Administration (NHTSA), and Grand Rapids Junior College. He has testified frequently for the Michigan Municipal League before the legislature and in several courts as an expert in the field of accident reconstruction. He is the past-president of the Michigan Local Government Manager's Association; served as the vice-chairperson of the Commission on Fire Officer Designation; and serves as a representative of ICMA on the NFPA 1710 career committee. Tom received the Mark E. Keane "Award for Excellence" in 2000 from the ICMA, the Association's highest award and was honored as City Manager of the Year (1999) and Person of the Year (2003) by the Rural Water Association of Michigan, and distinguished service by the Michigan Municipal League in 2005.

James Prosser, ICMA-CM, - President, JDP Public Partnership Group, Senior Management Consultant, ICMA Consulting Services

Mr. Jim Prosser has over 30 years experience in city management, most recently serving as the first city manager for Cedar Rapids Iowa. During his time in Cedar Rapids, Jim led efforts to reorganize and streamline city operations; consolidating departments, eliminating over 50 middle and upper management positions and establishing performance measures. In addition to his city management experience, Jim served seven years leading Ehlers & Associates financial and management consulting practice in Minnesota and Illinois. Jim is also a Certified Independent Public Finance Advisor (CIPFA) by the National Association of Independent Public Finance Advisors. His expertise includes financial planning, strategic planning, redevelopment, community engagement and performance management.

Susan Robinson - Senior Management Consultant, ICMA Consulting Services

Ms. Sue Robinson has over 35 years experience as a senior executive in local government, consulting and non-profit sector management, serving as a City Manager, Assistant Superintendent for Finance and Information Systems for the Arlington Virginia Public Schools, deputy director of administration for the Government Finance Officers Association, and as a private consultant to local government. While in Arlington, Sue managed an operating budget in excess of \$400 million and led restructuring efforts in a variety of functional areas, including a major effort to reorganize all technology and information system functions. She has a broad background in all areas of municipal management with a particular emphasis in finance, capital improvement budgeting, technology and urban planning.

Jon Thiel – Senior Management Consultant, ICMA Consulting Services

Mr. Jon Thiel is currently the Operations and Maintenance Director for the City of Brooklyn Park, MN, a full-service city of 75,000 in the Minneapolis-St. Paul metropolitan area. In his current role, he is directly responsible for all Public Works, Parks and Recreation, Building Operations Golf Course and Fleet maintenance operations. He has over 40 years of experience in public works operations, serving as Director in three cities and as an engineering consultant. Over his long career, Jon has consolidated Public Works, Parks and Building Operations, established a systems operations approach including performance metrics, and has generated over \$50 million in documented savings and deferred maintenance costs. Jon holds numerous professional certifications including Certified Facilities Manager; Certified Fleet Manager; Certified MN Building Official; MN Water Supply Systems Operator (Class B); MN Wastewater Treatment Operator (Class S-B); MN Certified On-Site Sewage Treatment Evaluator; and Certified Civil Engineering Technician (Senior)

Joshua Franzel, Ph.D., Vice President of Research for the Center for State and Local Government Excellence

Dr. Joshua Franzel is vice president of research for the Center for State and Local Government Excellence and also is a member of ICMA's Public Policy team. He has worked for both the Delaware and Florida Legislatures, as well as for and with several local governments. More recently, Dr. Franzel was a Presidential Management Fellow with the International Trade Administration (U.S. Department of Commerce) and the Office of Management and Budget, where he was involved in the Federal Enterprise Architecture program. His publications and research have focused on government innovation, e-government, state and local government management, public finance, demographics, and public employee benefits and compensation. Dr. Franzel will serve as senior advisor in the area of benefits analysis.

Michael Lawson, Director, Center for Performance Measurement

Mr. Mike Lawson has 29 years of professional experience—including 13 with ICMA, nine with the state municipal league in Connecticut and seven with the U.S. Advisory Commission on Intergovernmental Relations. His expertise includes performance measurement/management for local governments, tax policy, and intergovernmental fiscal relations. Mr. Lawson will serve as senior advisor for the project. He will lend expert advice and direct the efforts of the researchers in the Center for Performance Measurement who will provide comparison data from other jurisdictions, including performance measures. Mike holds a master's degree in public affairs from the School of Public and Environmental Affairs at Indiana University. He is a Phi Beta Kappa graduate of Purdue University.

Additional Public Safety Specialized Staff and Consultants

Kenneth Chelst, Ph.D, Data Analysis Subject Matter Expert, Senior Public Safety Services Consultant, ICMA Consulting Services

Dr. Chelst is an expert in the application of advanced mathematical models for all emergency resources planning, especially police. He lead a demonstration project for the City of Detroit Police Department which cut response times by 40% using continuous improvement and data driven decision making. Over the past two decades he has studied several dozen emergency services operations using data driven techniques to determine the most efficient organizational structures to provide public safety services. He holds a Ph.D. degree in operations research from M.I.T. where his dissertation topic was Mathematical Models of Police Patrol Deployment. His research interests include operations research models applied to emergency services and structured decision making. Dr. Kenneth Chest will serve as the lead data expert for police operations.

Paul O'Connell, Senior Public Safety Services Consultant, ICMA Consulting Services

Dr. O'Connell is a leading expert on the application of Compstat model Police Management principles to public administration organizations. He has been a full time member of the Criminal Justice faculty at Iona College in New Rochelle since 1994. He received his Ph.D. from CUNY where his doctoral thesis was the history and development of the Compstat model of Police Management. Dr. O'Connell began his professional career in criminal justice in 1981, serving the New York City Police Department first as a police officer, and then as a Police Academy instructor, in-service trainer and curriculum developer. After receiving an MPA in 1984 and J.D. in 1989, he worked as a trial attorney with the firm of Cummings & Lockwood in Stamford, CT. Presently, he is the chair of Iona College's Criminal Justice department, where he also conducts funded research, publishes scholarly papers and lectures widely on the topics of police performance measurement, integrity management and law enforcement training systems. Dr. O'Connell has provided consulting services to a variety of government agencies, including assessment of existing policing policies and practices and development of proactive management strategies. Over the years, he has collaborated with the Center for Technology in Government (Albany, NY), Giuliani Partners (New York, NY) and the Center for Society, Law and Justice (U. of New Orleans)

Dov Chelst, Ph.D. – Senior Quantitative Analyst, ICMA Consulting Services

Dr. Chelst specializes in data and statistical analysis. He has taught the subject matter for nearly 10 years at the university level and has a Ph.D. in Mathematics from Rutgers University and a B.A. Summa Cum Laude in Mathematics and Physics from Yeshiva University. Dr. Chelst has managed the data collection and analysis of over 36 city and county public safety agencies within the past two years. He is an expert in extracting CAD data and developing using statistics from that information.

James McCabe, Senior Public Safety Services Consultant, ICMA Consulting Services

Dr. McCabe retired as an Inspector with the New York City Police Department after 20 years of service. As Inspector his assignments included Commanding Officer of the NYPD Office of Labor Relations and Commanding Officer of the Training Bureau. As a Deputy Inspector he was the Commanding Officer of the Police Academy with direct supervision of over 750 staff officers and 2,000 recruits. As Executive Officer, Police Commissioner's Office. His field experience includes, Commanding Officer, 110th Precinct, Executive Officer, 113th Precinct, assignment to the Operations Division/Office of Emergency Management and uniform patrol as on officer and Sergeant in Manhattan. He has published extensively and presented to numerous conference including Academy of Criminal Justice Sciences. He holds a Ph.D. and M. Phil, in Criminal Justice, from CUNY Graduate Center, an M.A. in Criminal Justice, from John Jay College, an M.A. in Labor and Policy Studies, SUNY Empire State College, and B.A. in Psychology, CUNY Queens College, June, 1989. He is a graduate of the Executive Management Program, Harvard University's John F. Kennedy School of Government, and the FBI National Academy.

William Berger, Senior Public Safety Services Consultant, ICMA Consulting Services

Mr. Bill Berger is a nationally recognized expert in police management with particular expertise in law enforcement technologies. He is currently Chief of the Palm Bay, Florida Police Department serving a population of over 100,000 over 100 square miles. There he is implementing numerous new technologies in cooperation with public and private sector organizations including programs involving DNA collection, enhanced rapid police response to in progress crimes and use of UAV (unmanned aircraft vehicles); currently testing and working with FAA to fly for police surveillance unmanned aircraft; first in nation. Previously he served as Chief of Police of North Miami Beach, Florida for 15 years where he routinely gained national recognition for his implementation of new technologies, including speech recognition for in car police computers. Prior to his appointment as Chief of Police he served with the City of Miami Police Department, working as Executive Commander of the Training Unit and Police Academy and was also the youngest Chief of the Miami Police Department Homicide Bureau.

David Martin, Ph.D, Data Analysis Subject Matter Expert, Public Safety Services Consultant, ICMA Consulting Services

Dr. Martin specializes in public policy analysis and program evaluation. He has worked with several police departments to develop crime mapping and statistical analysis tools. In these projects he has developed automated crime analysis tools and real-time, dashboard-style performance indicator systems for police executive and command staff. Dr. Martin teaches statistics at Wayne State University. He is also the program evaluator for four Department of Justice Weed and Seed sites. He is an expert in the use of mapping technology to analyze calls for service workload and deployments.

Malhar Kale, Quantitative Analyst, ICMA Consulting Services

Mr. Kale is an expert in the use of GIS based software tools for public safety agencies. He holds a Master of Science in Statistics from Sam Houston State University, a Master of Science in Industrial Engineering from the University of Texas and a Bachelors of Mechanical Engineering from Sardar Patel University, India



ICMA Center for Performance Measurement

The ICMA Center for Performance Measurement (CPM) is dedicated to helping local governments measure, compare, and improve municipal service delivery. ICMA's Comparative Performance Measurement Program currently assists over 150 cities and counties in the United States and Canada with the collection, analysis, and application of performance information. CPM engages cities year around in an effort to develop and maintain performance measurement systems. This project will include key CPM staff who will provide comparative performance and general organizational information.

Center for State and Local Government Excellence

The mission of the Center for State and Local Government Excellence (SLGE) is to help state and local governments become knowledgeable and competitive employers so they can attract and retain talented, committed, well-prepared individuals to public service. ICMA will engage key SLGE staff - using the Center's research, data, and expertise to develop a quick-reference benefit comparative analysis for use by the City of Troy leadership.

International Municipal Lawyers Association (IMLA)

The International Municipal Lawyers Association (IMLA) is a non-profit, professional organization that has been an advocate and resource for local government attorneys since 1935. Owned solely by over 2500 members, IMLA services as an international clearinghouse of legal information and cooperation on municipal legal matters. IMLA collects from and disseminates information to its membership across the United States and Canada and helps governmental officials prepare for litigation and develop new local laws. Every year, IMLA's legal staff provides accurate, up-to-date information and valuable counsel on hundreds of requests and provides a variety of services, publications and programs to help its members. IMLA will lead the effort to analyze the law department and coordinate its findings and recommendations with the ICMA project management team.



III. ICMA's Approach to the Project

The City of Troy, Michigan is undertaking structural changes to accommodate significant financial challenges. Those changes include improved efficiencies, outsourcing (to realize improved efficiencies and reduced labor costs) and changes in service levels. Major aspects of this restructuring have been designed and some have already been implemented. ICMA has been asked to provide a proposal to address eight specific elements. The sections below outline in brief the key steps to be taken to address each element. For elements 1-6 and 8, ICMA will conduct a review of the department(s), identify a set of options for delivering the service in the most efficient and effective manner, and provide an opinion regarding the sustainability of the department(s) based upon the proposed action(s).

This approach will result in a draft report and presentation in the areas assessed, as well as a final report. With regard to element 1-Police services, ICMA's director of public safety services, Leonard Matarese, has had previous discussions with City representatives and has proposed an in-depth solution in line with those discussions and understanding of the organizational issues. The attached appendix offers a summary of that proposal. For element 7- Benefits Analysis, due to its unique nature, a review and report will be prepared by the Center for State and Local Government Excellence, supplemented by other ICMA staff. This report will, however, be integrated into the final recommendations and sustainability evaluation.

The ICMA project team will work closely with the City Manager, senior management and each department to ensure an accurate understanding of both expectations and the current operating environment.

ELEMENT ONE – POLICE DEPARTMENT

Project Requirement:

- Conduct data analysis of workload, deployment, scheduling, response times and other indicators using Operations Research techniques.
- Review organizational structure to determine most efficient design and staffing.
- Evaluate Human Resources practices within department.
- Analyze the agency's equipment & facilities for highest and best use.
- Determine if the agency is fully using all available technologies.
- Review the performance and staffing of the investigations and crime scene units.
- Evaluate levels of community involvement
- Analyze police & procedures to determine if they meet "best practices."
- Evaluate the effectiveness of the efforts to date to consolidate services, including pending efforts

Responsible Team Members: See appendix for description of police services.

ELEMENT TWO – FIRE DEPARTMENT

Project Requirement:

- Review current performance of fire suppression and related emergency services with attention to sustainability of the volunteer element.
- Review of career fire service elements that support the volunteer forces and supplement emergency services responses. Evaluate the career positions of the Fire Department against job descriptions and national standards.
- Review the number of career personnel and determine whether the Fire Department will be sustainable with fewer career personnel.
- Explore opportunities or options for restructuring.
- Determine advantages and disadvantages of each alternative.
- Analyze costs and benefits of each alternative.
- Evaluate the ability to maintain desired service levels and Council ranked priorities over the 5-year projection period.

Responsible Team Members: Thomas Wieczorek, Leonard Matarese

ELEMENT THREE – CITY MANAGER’S OFFICE

Project Requirement:

- Review and evaluate the recent restructuring of the office based on analysis of core services, functions and Council priority outputs.
- Explore further opportunities or options for restructuring, consolidation or outsourcing of functions.
- Determine advantages and disadvantages of each alternative.
- Analyze costs and benefits of each alternative.
- Evaluate the ability to maintain desired service levels and Council ranked priorities over the 5-year projection period.

Responsible Team Members: Craig Rapp; Jim Prosser; Susan Robinson, Michael Lawson/CPM

ELEMENT FOUR – FINANCE AND I.T. DEPARTMENTS

Project Requirement:

- Identify core services, functions and Council propriety outputs for the Finance and IT Departments
- Review and evaluate staffing in relation to core services, functions and outputs.
- Investigate opportunities and options for alternative delivery methods to include outsourcing and consolidation of functions.
- Determine advantages and disadvantages of each alternative.
- Analyze costs and benefits of each alternative.
- Evaluate the City’s ability to maintain desired service levels functions and Council ranked priorities with proposed reductions over the 5-year projection period.

Responsible Team Members: Craig R. Rapp; Jim Prosser; Susan Robinson, Michael Lawson/CPM

ELEMENT FIVE – HUMAN RESOURCES, PURCHASING, CLERK, TREASURY, and ASSESSOR’S DEPARTMENTS

Project Requirement:

- Identify core services, functions and propriety outputs for the Human Resources, Purchasing, Clerk, Treasury and Assessor’s Departments.
- Review staffing in relation to core services, functions and outputs.
- Investigate opportunities and options for alternative delivery methods to include further consolidation of and outsourcing of functions.
- Determine advantages and disadvantages of each alternative.
- Analyze costs and benefits of each alternative.
- Evaluate the City’s ability to maintain desired service levels functions and Council ranked priorities with proposed reductions over the 5-year projection period.

Responsible Team Members: Craig Rapp; Jim Prosser; Susan Robinson, Michael Lawson/CPM Leonard A. Matarese

ELEMENT SIX – LAW DEPARTMENT

Project Requirement:

- Identify core services, functions and propriety outputs for the City Attorney’s Office.
- Review staffing in relation to core services, functions and outputs.
- Investigate opportunities and options for alternative delivery methods including consolidation and outsourcing of functions.
- Determine advantages and disadvantages of each alternative.
- Analyze costs and benefits of each alternative.
- Evaluate the City’s ability to maintain desired service levels functions and Council ranked priorities with proposed reductions over the 5-year projection period

Responsible Team Members: ICMA Consulting Services and IMLA (International Municipal Law Association)

ELEMENT SEVEN – BENEFIT COMPARATIVE ANALYSIS

Project Requirement:

- Review recently implemented employee benefit changes (specifically to pension and retiree health care benefits).
- Evaluate and compare overall retirement benefit packages to other jurisdictions, the state government, and other sectors.
- Briefly discuss the City’s ability to recruit and retain employees with current benefit offerings contrasted against their ability using adjusted benefit components.
- Provide a comparison of employee salaries and benefits paid by the city to similar jurisdictions

Responsible Team Members: ICMA Consulting Services / CSLGE- Dr. Joshua Franzel/CPM



ELEMENT EIGHT – MAINTENANCE FUNCTIONS

Project Requirement:

- Identify core services, functions and Council propriety outputs for the maintenance functions, including, but not limited to functions within Public Works, Parks and Recreation and Building Operations.
- Review and evaluate staffing in relation to core services, functions and outputs, and in particular, evaluate staffing related to the City's snow and ice control procedures.
- Investigate opportunities and options for alternative delivery methods to include further consolidation and outsourcing of functions
- Determine advantages and disadvantages of each alternative.
- Analyze costs and benefits of each alternative.
- Evaluate the City's ability to maintain desired service levels functions and Council ranked priorities with proposed reductions over the 5-year projection period.

Responsible Team Members: Jon Thiel, Craig R. Rapp; Jim Prosser; Susan Robinson, Michael Lawson/CPM

WORK PLAN

To accomplish the work as listed above ICMA will conduct the following review both on and off-site:

1. Meet with staff and consultants identified by the City Manager to clarify current department deliverables, core service requirements and service delivery systems (Meeting 1).
2. Meet with affected department leadership and key staff regarding service delivery, processes, organizational culture
3. Review background sources to become familiar with elements to be reviewed (existing staff reports and notes, key outcomes and prioritized outputs, budget, performance measures/objectives, job descriptions; department functions and expectations).
4. Identify private and public sector benchmarks (to the extent available) for primary department functions.
5. Identify service delivery system options (including continuation, privatization, regional service sharing, collaboration, elimination).
6. Review draft results with City Manager designated team (Meeting 2);
7. Finalize data report, prepare and present results and recommendation report (Meeting 3)

Base Requirements

Fundamental to the success of this project will be the evaluation of staffing in relationship to core services. In order to ensure that this evaluation is conducted appropriately, the development of a sound baseline methodology and framework regarding the definition of core services is necessary—regardless whether one element or all elements are analyzed. In addition, because a determination regarding the sustainability of proposed actions over a subsequent five year period is a critical component of this project, a methodology and framework will also be necessary for this analysis.

The development of these methodologies and frameworks will be a “start-up” cost. For that reason, the fees listed below for elements 3-6 and 8 are expressed as ranges. The lower amount is the fee without the base requirements included; the higher level is the fee with the base requirement spread across all five elements. Understanding that ICMA may not be engaged to review all elements, this fee is listed separately to identify it as a cost, regardless of the number of elements involved.

Deliverables - ICMA will prepare a report with recommendations for each of the elements outlined.

The report will provide:

- 1. Review of each of the departments identified in Elements 1-6, and 8 specifically responding to the type of analysis requested to include:**
 - Primary functions and outcomes currently provided by each department.
 - Outcome priorities for each department based on available resources.
 - Gaps in outcomes required to maintain core services
- 2. Options for delivering identified services in the most efficient and effective manner including:**
 - Recommended alternatives for providing acceptable service levels within current financial constraints.
 - Analysis of each department to determine the effect of restructuring or elimination on the city's prioritized outputs and performance measures.
- 3. Comparative analysis of the employee benefit package currently provided by the City.**
- 4. An opinion regarding the sustainability of the planned action(s) based upon:**
 - Analysis of the departments to determine whether operations and services can be maintained over time at the level required to meet the City Council's desired outcomes.
 - Analysis of the long-term impact of the current benefit package offered to City employees.



IV. Proposed Fees

The following table includes proposed fees for each element, including estimated travel expenses.

The fees for elements 3-6, and 8 are listed as ranges. This is due to the necessity to undertake the activities listed in **Base Requirements**

Element	Fee
1 - Police	\$74,600
Travel Budget - Police	Actual cost- est. \$8,000
2 - Fire	\$5,100
3 - City Manager's Office	\$11,000 - \$12,460*
4 - Finance and IT	\$16,600 - \$18,060*
5 - HR, Purchasing, Clerk, Treasury Departments	\$19,560- \$21,020*
6 - Law Department	\$13,500-14,460*
7 - Benefit Comparative Analysis	\$15,200
8 - Public Works	\$21,100-22,460*
Base Requirements *	* \$7,300
Travel Budget - All Other Elements	Actual Cost est. \$12-\$20,000

REFERENCES

1. **City of Novi, Michigan**
Clay Pearson
City Manager
248-347-0420
cpearson@cityofnovi.org

2. **City of Alameda, California**
Ann Marie Gallant
City Manager
510.747.4881
amgallant@ci.alameda.ca.us

3. **County of Pasco, Florida**
Michele Baker
Chief Assistant County Administrator
727.847.8103
mbaker@pascocountyfl.net

4. **Michigan House of Representatives Committee on Health Care Reform**
Mark Meadows
State Rep. Mark Meadows (D)
517.373.1786
markmeadows@house.mi.gov
To learn more about CSLGE visit <http://slge.org>



Appendix -Description of Services for Element 1

DETERMINING STAFFING AND DEPLOYMENT IN POLICE DEPARTMENTS

Police agencies routinely speak about "recommended officers per 1,000 population" or a "National Standard" for staffing, or comparisons to other municipalities.

There are no such standards. Nor are there "recommended numbers of "officer per thousand". Nor is it useful to make comparisons with other communities.

The International Association of Chiefs of Police (IACP) states; "Ready-made, universally applicable patrol staffing standards do not exist. Ratios, such as officers-per-thousand population, are totally inappropriate as a basis for staffing decisions"

Joseph Brann, the first Director of the COPS Office and retired chief of police in Haywood, California wrote in "Officer's per Thousand and other Urban Myths" appearing in *ICMA's PM Magazine*,

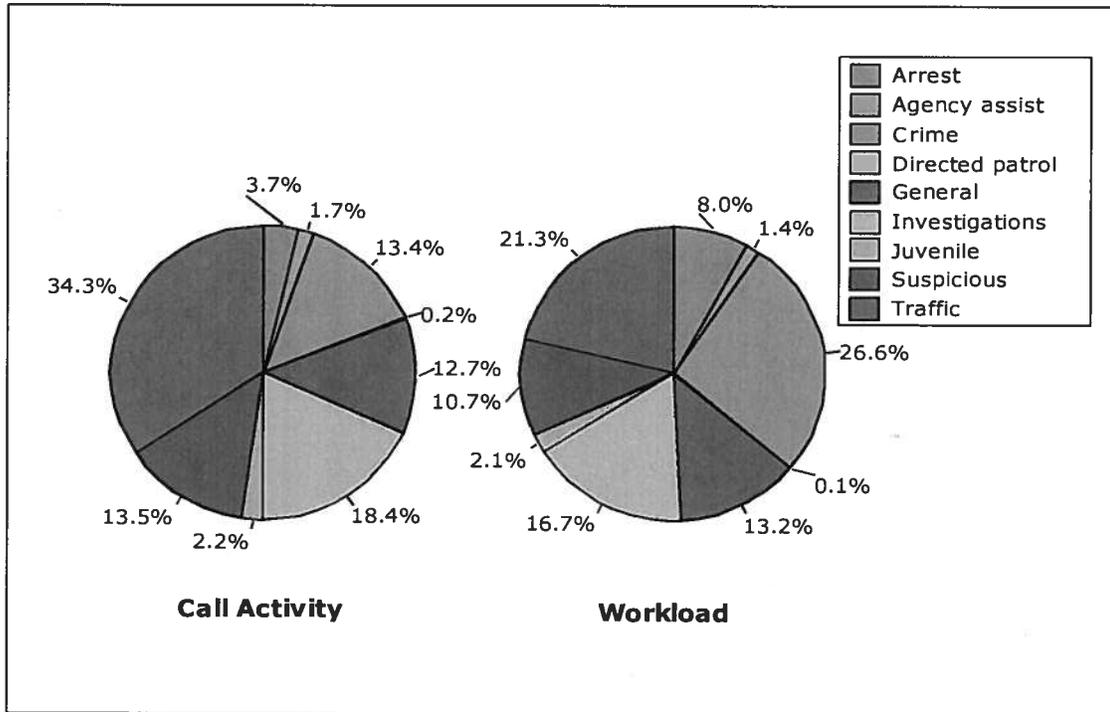
"A key resource is discretionary patrol time, or the time available for officers to make self-initiated stops, advise a victim in how to prevent the next crime, or call property owners, neighbors, or local agencies to report problems or request assistance. Understanding discretionary time, and how it is used, is vital. Yet most departments do not compile such data effectively. To be sure, this is not easy to do and, in some departments' may require improvements in management information systems."

Staffing decisions, particularly in patrol, must be made based upon actual workload and very few police agencies have the capability of conducting that analysis. Once an analysis of the actual workload is made, then a determination can be made as to the amount of discretionary patrol time should exist, consistent with the community's ability to fund.

ICMA's team of doctoral level experts in Operations Research in Public Safety have created in **The ICMA Patrol Workload & Deployment Analysis System** the ability to produce detailed information on workload even in those agencies without sophisticated management information systems. Using the raw data extracted from the police department's CAD system our team converts calls for service into police services workload and then effectively graphs workload reflecting seasonally, weekday / weekend and time of day variables. Using this information the police department can contrast actual workload with deployment and identify the amount of discretionary patrol time available (as well as time commitments to other police activities).

Police service workload differentiates from calls for service in that calls for service are a number reflecting the incidents recorded. Workload is a time measurement recording the actual amount of police time required to handle calls for service from inception to completion. Various types of police service calls require differing amounts of time (and thus affect staffing requirements). As such, call volume (number of calls) as a percentage of total number of calls could be significantly different than workload in a specific area as a percentage of total workload. The graph following sample graph demonstrates this difference in units.

Calls for Service vs. Workload



ICMA has found that the most effective way to manage operations, including public safety, is to decisions based upon the interpretation and analysis of data and information.

To achieve this, a data analysis of police department workload, staffing and deployment will be conducted. By objectively looking at the availability of deployed hours and comparing those to the hours necessary to conduct operations, staffing expansion and/or reductions can be determined and projected. Additionally the time necessary to conduct proactive police activities (such as directed patrol, community policing and selected traffic enforcement) will be reviewed to provide the city with a meaningful methodology to determine appropriate costing allocation models.

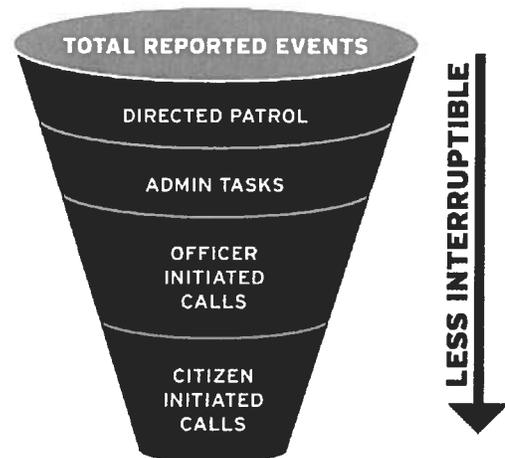
Further, we will review existing deployment, particularly of the patrol force, to determine appropriate staffing levels throughout the day with particular attention to the size and number of patrol zones or beats.

Understanding the difference between the various types of police department events and the staffing implications is critical to determining actual deployment needs.

Data Analysis

This portion of the study will look at the total deployed hours of the police department with a comparison to the time being spent to currently provide services. The analysis will review response times both cumulative as well as average for all services. In addition, a documentation request will be issued to the police department outlining information needed for a full operational review.

The ICMA has assembled a team of experts that are uniquely qualified to extract raw data from Computer Aided Dispatch Systems and conduct comprehensive analysis. The Team will utilize operations research methods in conducting the analysis. This approach is unique in the consulting field and was developed specifically by ICMA.

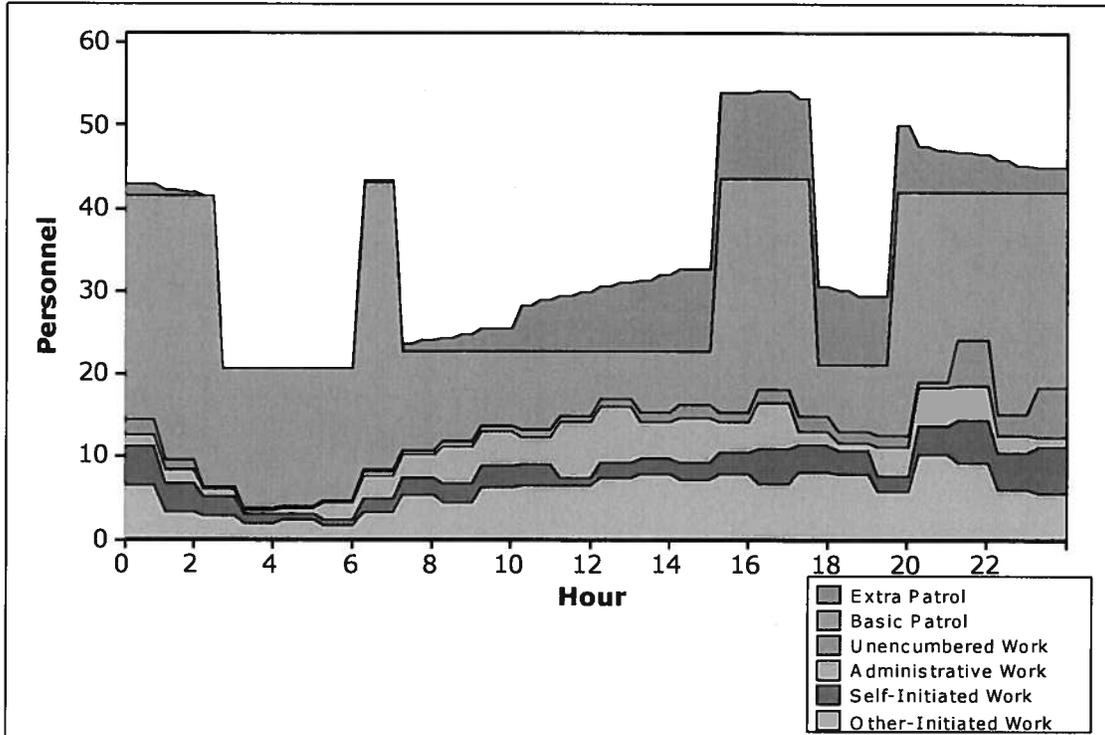


Workload vs. deployment analysis sample

This is one of the ways we show the amount of available, non-committed patrol time compared to workload. As you can see we break out the various activities, convert them to time and then compare to available manpower. The deployment is based upon actual hours worked.

So in this example, at noon there are approximately 17 hours of work (including citizen initiated & officer initiated calls for services, including traffic) and administrative activities (meals, vehicle, reports, etc.). There are approximately 30 man hours of available resources meaning that at that hour, on average, of the 30 officers on duty 16 are busy on activities.

The area shown in green and brown is uncommitted time. This is the area where staffing decisions impact – it becomes a policy issue as to how much uncommitted time a city wants, and is willing to pay for.

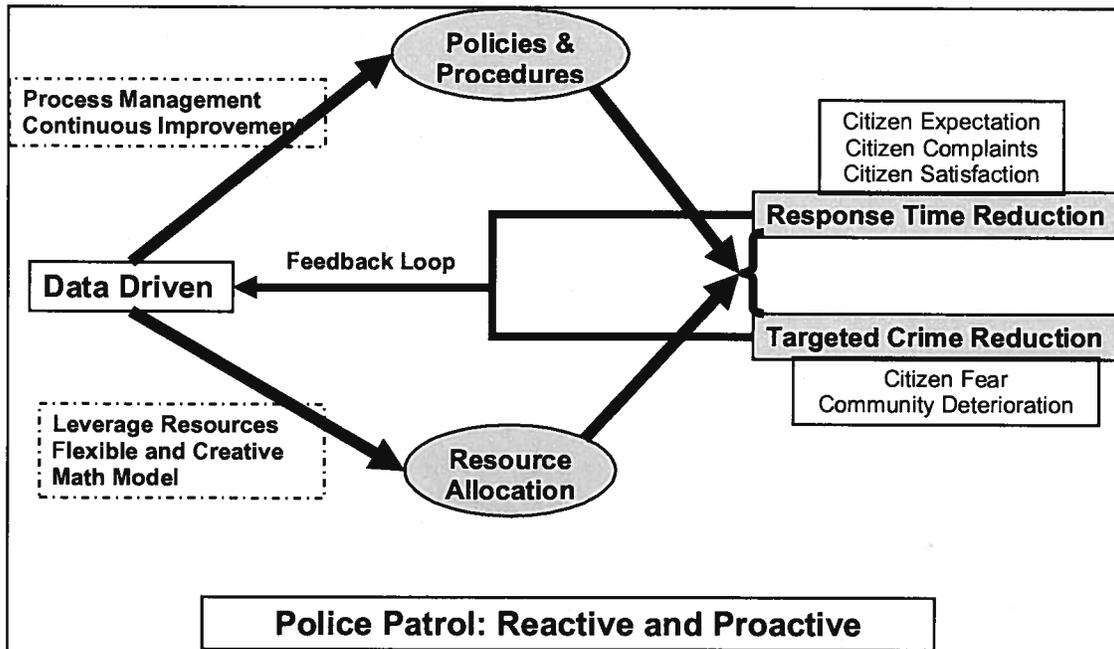


Patrol Force – Analysis of Data and Patrol Force Planning

Background – Police Patrol

Police departments utilize their patrol forces in two modes: reactively to respond to calls for service and proactively to address crime problems as well ongoing nuisance issues. (See Figure 1.)

Detectives provide another element of a primarily reactive force, seeking to solve crimes that have already been committed.



Reactively – citizen initiated calls

- ❑ High priority calls – citizens expect extremely rapid response
- ❑ Moderate Priority calls – Best practice departments manage citizens’ expectation by letting them know a realistic response time and then meeting or surpassing their expectation. If there is an unexpected further delay, the citizen is contacted with up-to-date information
- ❑ Low priority calls – Best practice departments find creative strategies such as a telephone crime reporting so as to free up the patrol force for either rapid response to a high priority call or to continue with crime-directed activities
- ❑ On-Scene handling: The manner in which a police officer handles himself or herself on-scene plays a critical role in developing or discouraging citizen support for the police department

Rapid response to the highest priority calls can sometimes mean the difference between life and death but is unlikely to broadly influence the crime rate. Meeting or exceeding citizen expectations reduces the number of citizen complaints and increases community support for the police department. Community support is a critical element in developing a proactive crime directed patrol force. With accurate and timely data, a police department can reduce response time by adopting a philosophy of data driven continuous improvement that usually entails first finding the multiple root causes of slow response and then changing operating policies that contribute to the problem. They can also reduce response time by making data driven strategic decisions that better match patrol force levels with police patrol workloads.

Proactively – Police initiated in cooperation with citizenry

- ❑ Police departments use detailed crime data to develop both short-term targeted activities and long lasting strategic initiatives
- ❑ Police departments can use specially assigned units in conjunction with the in-between call time of the patrol force
- ❑ Performance measures and accountability of management is a critical element of this strategy
- ❑ Activities need to be tracked so as to determine their effectiveness and to continually evolve so as to respond to changing crime patterns

Proposed Study

1. Document current police patrol performance and workload levels
2. Establish a range of performance goals and objectives for the Police Department
3. Identify opportunities to improve on performance with existing resources
4. Estimate the manpower requirements and associated costs that would be needed to

- achieve Town and police management specified performance objectives
5. Provide guidance on routine standard reports that should be used to track performance

Current Performance

Consultant will analyze in-depth four weeks of summer data and four weeks of winter data and assess variations by time of day, day of week, season and district. The analysis will include all of the following:

- a) Patrol deployment levels
- b) Average response time to different call priorities
- c) Proportion of calls in each category for which response times are unacceptably long. For example, we will determine the proportion of high priority calls that experience response times of longer than 10 minutes
- d) Document time periods during the week in which response times seem excessive
- e) Average and median time spent on calls with different priorities
- f) Proportion of calls with unusually long time spent on-scene
- g) Proportion of calls requiring more than one patrol unit
- h) Resources allocated to proactive patrol
- i) Resources consumed on non-value added activities

Opportunities for Improvement

To examine whether or not patrol resources are efficiently deployed over 24-7 time period, consultant will graph deployment levels against workloads by time of day, day of week, and by patrol areas. Consultant will analyze and graph police response time by call priority level and shift to identify significant patterns/differences in police response. These response time analyses will also separate out and analyze the components of police response -- call queue time, travel time, and time on scene. Consequently, a series of trend charts, maps and data tables will describe police response time in detail and will provide the variables needed for developing a plan based on Operations Research methods.

Consultant will observe and meet with dispatch operations to determine the extent of best practices employed to efficiently dispatch patrol units. We will discuss and document the extent that the police patrol management is applying principles of performance based management and continuous improvement to efficiently utilize police resources. We will then employ Operations Research models of police patrol to determine how much response time and proactive patrol might be improved with better alignment of resources and workloads.

EXHIBIT C Schedule for Services (Timeline)

Element I - Police

This project is estimated to be completed in 130 days. A key factor in meeting the final delivery date is the quality of the Computer Assisted Dispatch (CAD) data received from dispatch. The quality of the data and ability to transfer its information to ICMA impacts the final completion date because ICMA bases its conclusions on the raw, collected data of the agency and not solely on the opinion of subject matter experts. The following is the project timeline, which includes every major project stage.

	Month I	Month II	Month III	Month IV	Month V
Part I					
1. Project Launch	■				
2. Data Extraction	■				
Document Review, Analysis	■	■			
Part II Data Analysis					
1. Data Verification	■	■			
2. Data Certification	■	■	■		
3. System Data Analysis	■	■	■		
Part III Police					
1. Field/Operational Analysis	■	■	■		
Reporting to Agency	■	■	■	■	
Final Report					
Travel	■		■		■

*NOTE: Travel shown is illustrative and will be related to project schedule. In month five, travel is shown for purposes of assisting the department with implementation of recommendations. The travel projected includes one trip by the data team and three trips by staff assigned to the operational analysis.

Elements II-VIII

It is anticipated that the departments reviewed in Elements II-VIII will be completed within 90 days. This schedule is contingent upon the timely scheduling and availability of staff as well as the receipt of information relevant to the production of deliverables.

	Month I	Month II	Month III
Review and Analysis			
1. Project Launch-Background Review	■		
2. Document Review, systems analysis, benchmarking	■	■	
3. Preliminary Findings- Progress Report	■	■	
Refinement, Final Report			
1. Additional Analysis, Refinement		■	■
3. Final Report			■
Travel	■	■	■

*NOTE: Travel includes trips for project launch, progress reporting, and a final report presentation.

EXHIBIT D

Travel Policy Reimbursement

Reimbursable Travel Costs

Reimbursable travel expenses shall include the following:

EXPENSES which have a direct connection with the purpose of the trip. Reimbursement shall be made only for allowable expenses of consultant(s). Money spent on separate entertainment, amusement, or other similar personal expenses which are not related to the purpose of the trip will not be approved as a reimbursable expense.

TRANSPORTATION to a local airport is limited to one round trip per scheduled visit. If car rental is required, type and size of vehicle shall be selected with due consideration of costs to the City and the specifics of the travel.

MILEAGE, if a personal vehicle is used for travel, at the rate of \$.50 per mile or as promulgated in the Internal Revenue Service Publication 15, Employer's Tax Guide

ACCOMMODATIONS at the single room rate except where more than one consultant shares the room. If a double room is desired, the consultant is responsible for the difference in rates. Detailed receipts for accommodations are required for reimbursement.

MEALS at the following per meal and per diem rates, including tips and excluding alcoholic beverages:

Breakfast	\$10.00
Lunch	15.00
Dinner	<u>25.00</u>
Total Daily	\$50.00

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

A. CALL TO ORDER:

The Regular Meeting of the Troy City Council was held Monday, September 20, 2010, at City Hall, 500 W. Big Beaver Road. Mayor Schilling called the Meeting to order at 7:30 PM.

B. ROLL CALL:

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

Vote on Resolution to Excuse Council Member Howrylak

Resolution #2010-09-198
 Moved by Beltramini
 Seconded by Fleming

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of Council Member Martin Howrylak at the Regular City Council Meeting of Monday, September 20, 2010 due to being out of the county.

Yes: Schilling, Beltramini, Fleming, McGinnis, Slater
 No: Kerwin
 Absent: Howrylak

MOTION CARRIED

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 Certificates of Recognition and Special Presentations Scheduled

- a) A Presentation was received from Charlie Lu, Marketing Director of the Oriental Culture Association regarding their annual event, "*Shen Yun Performing Arts*".
- a) On behalf of the City of Troy, Mayor Louise Schilling presented a proclamation to David Paull, COO of Medical Weight Loss Clinic in Troy in recognition of *Childhood Obesity Awareness Week* on September 20-27, 2010.
- b) On behalf of the City of Troy, Mayor Louise Schilling presented a proclamation to Ann Comiskey, Executive Director of Troy Community Coalition, recognizing the 10th Anniversary of *A Day to Eat Dinner with Your Children* on September 27, 2010.

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:**E-1 No Public Hearings Scheduled****Vote on Resolution to Suspend Rules of Procedure for the City Council, Rule #6 - Order of Business**

Resolution #2010-09-199

Moved by Schilling

Seconded by Kerwin

RESOLVED, That Troy City Council hereby **SUSPENDS** Rules of Procedure for the City Council, Rule #6 - *Order of Business* to take action on an item that does not appear on the agenda.

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

No: None

Absent: Howrylak

MOTION CARRIED**Resolution to Reduce Public Comment, Rule #16 – Members of the Public & Visitors**

Resolution #2010-09-200

Moved by Schilling

Seconded by Kerwin

RESOLVED, That Troy City Council hereby **REDUCES** Public Comment, Rule #16, *Members of the Public & Visitors*, from five minutes to two minutes at the request of the Chair and by majority vote of City Council.

Yes: Kerwin, McGinnis, Slater, Schilling

No: Fleming, Beltramini

Absent: Howrylak

MOTION CARRIED**Vote on Resolution to Rescind Resolution to Reduce Public Comment, Rule 16 – Members of the Public & Visitors**

Resolution #2010-09-201

Moved by Schilling

Seconded by Fleming

RESOLVED, That Troy City Council hereby **RESCINDS** resolution to Reduce Public Comment, Rule #16 – *Members of the Public & Visitors*.

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

MOTION CARRIED

F. PUBLIC COMMENT:

Ralph Koerber: Discussed various topics (barbed wire fencing at Sylvan Glen, safety policy and city fleet) raised in a communication he forwarded to city council members.

Earl Cannon: Discussed concerns about negative comments received at the last City Council meeting regarding management and the library; spoke in support of the library.

Janice Daniels: Spoke in opposition of the library proposals.

Gordon Schepke: Raised various questions in regard to library proposals.

Michael Hutson: Discussed the *Intermodal Transit Facility* project from his perspective as the Planning Commission Chair.

Gerard Staeger: Spoke in opposition of the November library proposals; spoke in support of a new petition currently being circulated.

Marvin Reinhardt: Spoke in opposition of the DDA; discussed various other agenda items and topics.

Edna Abraham: Spoke in support of *Library Proposal I*.

Kumar Bhatt: Spoke in support of *Library Proposal I*.

James Savage: Spoke in opposition of the *Intermodal Transit Facility* proposal.

Tony Cruz: Spoke in opposition of library proposals.

Edward Kempen: Spoke in opposition of library proposals; discussed circulation of a petition offering other options to voters.

Thomas Burke: Spoke in opposition to Troy's *Distracted Driver's Law*; discussed opposition and raised questions regarding library proposals.

Richard Peters: Discussed various topics.

G. RESPONSE / REPLY TO PUBLIC COMMENT

H. POSTPONED ITEMS:

H-1 No Postponed Items

The meeting **RECESSED** at 9:10 PM.

The meeting **RECONVENED** at 9:20

I. REGULAR BUSINESS:

I-1 Appointments to Boards and Committees: None Scheduled

I-2 Nominations for Appointments to Boards and Committees: None Scheduled

I-3 Request for Closed Session – None Requested

I-4 Preliminary Site Plan Approval (File Number SP 957) – Troy/Birmingham Intermodal Transit Facility – South of Maple Road, West of Coolidge, Section 31, Zoned M-1 (Light Industrial) – Controlled by Consent Judgment

Resolution
Moved by Schilling
Seconded by Slater

RESOLVED, That Troy City Council hereby **GRANTS** Preliminary Site Plan Approval, as requested for the proposed Troy/Birmingham Intermodal Transit Facility, located south of Maple Road, west of Coolidge Highway, in Section 31, within the M-1 Zoning District and controlled by Consent Judgment.

Vote on Resolution to Amend Proposed Resolution A – As Recommended by City Management by Substitution

Resolution #2010-09-202
Moved by Beltramini
Seconded by Kerwin

RESOLVED, That Troy City Council hereby **AMENDS** proposed Resolution A – *As Recommended by City Management* by **STRIKING** it in its entirety and **SUBSTITUTING** it with Resolution B – *As Recommended by the Planning Commission*.

Yes: McGinnis, Slater, Beltramini, Fleming, Kerwin
No: Schilling
Absent: Howrylak

MOTION CARRIED**Vote on Resolution to Amend Proposed Resolution B – As Recommended by the Planning Commission**

Resolution #2010-09-203
Moved by Beltramini
Seconded by Kerwin

RESOLVED, That Troy City Council hereby **AMENDS** Resolution B - *As Recommended by the Planning Commission* by **INSERTING** "after the results of the environmental assessment so that changes required by the environmental assessment may be made in conjunction with any enhancements outlined at the workshop and then presented as a whole to Troy City Council and Birmingham's Planning Board prior to Final Site Plan Approval" **AFTER** "workshop" and **STRIKE** "so that the results of the workshop can be presented to the Troy City Council and Birmingham's Planning Board prior to Final Site Plan Approval in the second "BE IT FURTHER RESOLVED".

Yes: Slater, Beltramini, Fleming, Kerwin, McGinnis
No: Schilling
Absent: Howrylak

MOTION CARRIED

Vote on Resolution as Amended by Substitution

Resolution #2010-09-204
Moved by Schilling
Seconded by Slater

RESOLVED, That Troy City Council hereby **GRANTS** Preliminary Site Plan Approval, requested for the proposed Troy/Birmingham Intermodal Transit Facility, located south of Maple Road, west of Coolidge Highway, in Section 31, within the M-1 Zoning District and controlled by Consent Judgment; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **DIRECTS** City Management to conduct a design workshop prior to final approval, with members of the Planning Commission, the Planning Board, the Hubbell, Roth & Clark team and staff from the Cities of Birmingham and Troy. The goal of the workshop would be to discuss and incorporate further design enhancements into the plans for improved aesthetics and functionality of the project. In general, the enhancements will address:

- Building façade articulation to create a greater visual interest;
- A more identifiable building entrance;
- Enhancing the sense of arrival by focusing on a major point of interest;
- Establishing visual interest with human-scale elements at the building;
- Creating transitional features between the building, the ground plane and retaining wall; and
- Offering additional, cost effective, sustainable design features.

BE IT FURTHER RESOLVED, That Troy City Council hereby **DIRECTS** City Management to schedule the workshop after the results of the environmental assessment so that changes required by the environmental assessment may be made in conjunction with any enhancements outlined at the workshop and then presented as a whole to Troy City Council and Birmingham's Planning Board prior to Final Site Plan Approval; and

BE IT FINALLY RESOLVED, That the project **SHALL** be developed so that the construction cost does not exceed the approved funding amount.

Yes: Beltramini, Fleming, Kerwin, McGinnis, Slater
No: Schilling
Absent: Howrylak

MOTION CARRIED

I-5 Towing Administrative Fees

Resolution #2010-09-205

Moved by Beltramini

Seconded by Kerwin

WHEREAS, The Troy Police Department charges an Administrative Fee of \$10.00 for towed and impounded vehicles;

WHEREAS, The current Administrative Fee is significantly less than the actual costs incurred by the City and the average rate charged by many area police departments; and

WHEREAS, City Council has the discretion to change the Administrative Fee at any time;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the increase of the Administrative Fee for towed and impounded vehicles from \$10.00 to \$30.00.

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

No: None

Absent: Howrylak

MOTION CARRIED

I-6 Scheduling of a Special Meeting on October 11, 2010 with Mr. Barry Demp

Resolution #2010-09-206

Moved by McGinnis

Seconded by Beltramini

WHEREAS, City Council directed the City Manager to find a coach/facilitator to assist City Council with team building, identifying a preferred future and delineation of goals and objectives; and

WHEREAS, Mr. Barry Demp of Barry Demp Coaching has agreed to meet with City Council for an hour and a half at no charge for reason of determining with specificity what the governing body wants to achieve;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **SCHEDULES** a Special Meeting with City Management and Mr. Barry Demp on Monday, October 11, 2010 at 5:30 PM in the Council Boardroom of Troy City Hall, 500 W. Big Beaver, Troy, MI 48084 for the purpose of meeting with Barry Demp of Barry Demp Coaching for team building, identifying a preferred future and delineation of goals and objectives.

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

No: None

Absent: Howrylak

MOTION CARRIED

I-7 Municipal Credit and Community Credit Agreement

Resolution #2010-09-207

Moved by Fleming

Seconded by Kerwin

RESOLVED, That Troy City Council hereby **APPROVES** the request to transfer Municipal Credit funds in the amount of \$76,084.00 and Community Credit funds in the amount of \$110,732.00, or the amount transferred to the City from SMART, to Troy Medi-Go Plus for the operation of transportation service for senior citizens and persons with disabilities; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** the documents; copies of which shall be **ATTACHED** to the original Minutes of this meeting.

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

No: None

Absent: Howrylak

MOTION CARRIED

J. CONSENT AGENDA:

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

Resolution #2010-09-208

Moved by Kerwin

Seconded by McGinnis

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

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

No: None

Absent: Howrylak

MOTION CARRIED

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

J-2 Approval of City Council Minutes

Resolution #2010-09-208-J-2

RESOLVED, That Troy City Council hereby **APPROVES** the Minutes of the 7:30 PM Regular and Special City Council Meetings of September 13, 2010 as submitted.

J-3 City of Troy Proclamations:

Resolution #2010-09-208-J-3

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

- a) *Childhood Obesity Awareness Week* – September 20-27, 2010
 - b) *A Day to Eat Dinner with Your Children* – September 27, 2010
-

J-4 Standard Purchasing Resolutions: None Submitted**J-5 Temporary Waiver of Parking Restriction on Grand Haven**

Resolution #2010-09-208-J-5

RESOLVED, That Troy City Council hereby temporarily **WAIVES** the no parking restrictions on the south side of Grand Haven from the west driveway of the American House located at 2300 Grand Haven to the west Driveway of 920 John R, beginning on Monday, October 4, 2010 for approximately 10 days, until the parking lot of 920 John R resurfacing project is completed.

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

- a) Announcement of Public Hearings for Industrial Development District (IDD) and Industrial Facilities Exemption Certificate for Magna Powertrain at 1870-1932 Technology
- b) Announcement of Public Hearings for Industrial Development District (IDD) and Industrial Facilities Exemption Certificate for Witzenmann USA, LLC at 1201 Stephenson

Noted and Filed

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

- a) Streamlining Boards and Committees

L. COUNCIL REFERRALS:**L-1 No Council Referrals Advanced****M. COUNCIL COMMENTS****M-1 Council Comments Advanced:**

Council Member Beltramini asked City Assessor, Nino Licari to respond to statements made regarding the City of Clawson's tax rate during Public Comment.

City Assessor Licari provided current tax rate information in response to the speaker's remarks.

Council Member Beltramini referenced an article that appeared in *USA TODAY* regarding a study conducted recently about distracted drivers.

N. REPORTS

N-1 Minutes – Boards and Committees:

- a) Retiree Health Care Benefits Plan & Trust / Final – April 14, 2010
 - b) Employees' Retirement System Board of Trustees / Final-Amended – June 9, 2010
 - c) Employees' Retirement System Board of Trustees / Final – July 14, 2010
 - d) Employees' Retirement System Board of Trustees / Final – August 11, 2010
 - e) Planning Commission-Special/Study / Draft – August 24, 2010
 - f) Animal Control Appeal Board / Draft – September 1, 2010
Noted and Filed
-

N-2 Department Reports:

- a) Final Reporting – BidNet On-Line Auction Services – July & August 2010
Noted and Filed
-

N-3 Letters of Appreciation:

- a) Letter of Appreciation from Terry M. Nerbonne, Ph.D – Ferris State University to Chief Gary Mayer Thanking the Members of the Police Department Who Assisted in Making the *Criminal Justice Summer 2010 Internship Program* a Success
 - b) E-mail from Faz Weslati to Chief Gary Mayer in Appreciation for the Service They Received from Officer Kirk Linton
 - c) Letter of Appreciation from Robert Pelachyk, President/CEO of HELLER Machine Tools to John Szerlag
Noted and Filed
-

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

N-5 Memorandum: Kocenda v Troy

Noted and Filed

N-6 Senior Citizen Program Annual Report

Noted and Filed

N-7 Confirmation of Services for Financial Audit from Rehmann

Noted and Filed

N-8 Report from Standard & Poor's Regarding Troy's Bond Rating

Noted and Filed

N-9 Organizational Structure: Museum and Nature Center

Noted and Filed

O. STUDY ITEMS

O-1 Update from SAFEbuilt

O-2 **Organizational Restructuring Proposal from the International City Management Association (ICMA)** - Consensus of City Council for City Management to prepare the proposal as an agenda item for action at the October 4, 2010 Regular City Council meeting.

P. CLOSED SESSION:

P-1 None Requested

Q. ADJOURNMENT

The meeting **RECESSED** at 10:54 PM.

The meeting **RECONVENED** at 11:03 PM.

The meeting **ADJOURNED** at 12:06 PM.

Louise E. Schilling, Mayor

Tonni L. Bartholomew, MMC
City Clerk

A. CALL TO ORDER:

The Special Meeting of the Troy City Council was held Monday, September 20, 2010, at City Hall, 500 W. Big Beaver Road. Mayor Schilling called the Meeting to order at 6:31 PM.

B. ROLL CALL:

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

Vote on Resolution to Excuse Council Member Howrylak

Resolution #2010-09-196
Moved by Fleming
Seconded by Beltramini

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of Council Member Howrylak at the City Council Special Session and Closed Session of Monday, September 20, 2010 due to being out of the county.

Yes: Beltramini, Fleming, McGinnis, Slater
No: Schilling, Kerwin
Absent: Howrylak

MOTION CARRIED**C. DISCUSSION ITEMS:**

C-1 City Manager - 2010 Annual Evaluation

Resolution #2010-09-197
Moved by Kerwin
Seconded by Slater

RESOLVED, That Troy City Council hereby **APPROVES** a Closed Session for Monday, September 20, 2010 in the Council Board Room of Troy City Hall, 500 W. Big Beaver, Troy, Michigan for the purpose of performance evaluation of the City Manager, pursuant to MCL 15.268 (a).

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

MOTION CARRIED

D. PUBLIC COMMENT:

E. ADJOURNMENT:

The meeting **RECESSED** at 6:33 PM.

The meeting **RECONVENED** at 6:33 PM.

The meeting **ADJOURNED** at 7:22 PM.

Louise E. Schilling, Mayor

Tonni L. Bartholomew, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

Date: September 22, 2010

To: John Szerlag, City Manager

From: Gary G. Mayer, Chief of Police *ggm*
Susan Leirstein, Purchasing Director

Subject: Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Troy Community Coalition

Background

Funding requirements were previously approved by City Council resolution # 2009-08-231-F-4d, resolution #2008-09-305-F-4e, resolution #2007-08-233, resolution #2006-08-342, resolution #2005-09-416, resolution #2004-09-454, resolution #2003-09-474, resolution #2002-07-427, and resolution #2001-09-449.

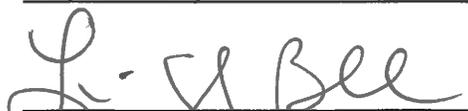
Recommendation

The Police Department requests approval to continue to provide funding the TROY COMMUNITY COALITION in the amount of \$50,000.00 for the 2010/2011 fiscal year.

Fund Availability

The Police Department's Police Administration Contractual Services – Troy Community Coalition account has been designated for the funding of this program. As adopted by the City Council, the three-year budget plan does not fund this program after the 2010/2011 fiscal year. The Troy Community Coalition Executive Director has been advised of the future budget constraints.

City Attorney's Review as to Form and Legality


Lori Grigg Bluhm, City Attorney

9-23-2010
Date

**AGREEMENT BETWEEN THE CITY OF TROY AND
TROY COMMUNITY COALITION**

This Agreement, by and between the City of Troy, 500 W. Big Beaver Road, Troy, Michigan 48084 (hereinafter referred to as the "CITY"), and the Troy Community Coalition, 4420 Livernois, Troy, Michigan 48098, a Michigan non-profit organization, (hereinafter referred to as "TCC"),

RECITALS

WHEREAS, the CITY desires to provide for a problem-solving service for individuals in an effort to prevent drug and alcohol abuse through individual, group, and family counseling to enable those served to cope with problems adversely affecting the ability of the individual to make optimal use of their world, i.e. social adjustment, work adjustment; and to provide free, on-site and off-site service for individuals, especially those who cannot afford private services; and

WHEREAS, the CITY desires to provide individuals with an opportunity to participate in the TCC program; and

WHEREAS, the general purpose of the TCC is to provide opportunities for mental, social and physical growth and development of individuals to prevent drug and alcohol abuse and to cope with their environment; and

NOW, THEREFORE, in consideration of the above in meeting the needs of residents of the CITY, and in consideration of the promises and mutual covenants hereinafter contained, the parties agree as follows:

TCC RESPONSIBILITIES.

1. General Project Summary. A general description of the community services to be provided by TCC is as follows:

A. A mental health worker, a licensed social worker, psychologist, or counselor, on staff at TCC shall be available to the individuals of the community who are having difficulty in their personal and social adjustments. This person will work with individuals, youths, parents, schools and other community organizations, consistent with their professional training and licensing, in helping the youth grow towards a more satisfactory adjustment. The worker will act as a liaison for the individual, agencies, and family.

B. TCC shall also offer programs to individuals which are designed to further the social and emotional needs of the individuals and to prevent drug and alcohol abuse.

C. TCC will continue to provide service at the current level or greater.

2. Program Description. A detailed description of each program offered will be provided to the CITY, will be maintained on file at TCC, and will be available for inspection by the CITY on request.

3. Location of Facility. TCC shall provide an office or treatment facility within the CITY. Currently, that facility is located at 4420 Livernois, Troy, Michigan 48098. The CITY shall be notified immediately of any relocation or planned relocation of the facility.

4. Service Documentation. TCC shall provide a quarterly report which may be in the form of minutes from monthly TCC Board of Directors meetings to the CITY in October, January, April and July, including but not limited to the following information:

A. Data regarding TCC's operation, including but not limited to, the number of persons serviced by TCC programs, attendance records for counseling and programs, duration of programs, etc.

B. Types of cases treated and referral source(s).

C. All community and special projects undertaken by TCC.

D. Other information that the CITY may deem necessary without jeopardizing the confidentiality of the TCC clientele.

5. Fiscal Requirements. TCC shall maintain an accounting system to identify and support all expenditures, i.e., all income and expenses for which services are provided under this Agreement. The accounting system, at a minimum, shall consist of a chart of accounts, cash receipts journal, cash disbursements journal, and general ledger. All expenditures and income must be supported by vouchers and receipts that detail the reason for the transaction.

TCC shall submit to the CITY a copy of its annual budget for any fiscal year which falls within the twelve-month period covered by this Agreement. These budgets shall show the TCC budget, total expenditures, and expenditures funded and claimed to other funding sources.

TCC shall provide to the CITY a quarterly financial statement which may be in the form of Monthly Treasurer Reports as submitted to the TCC Board of Directors in October, January, April and July, including total income and expenditures for the previous three (3) months.

TCC agrees to retain at its costs all books, records or other documents relevant to this Agreement for six years after final payment.

6. Review of Programs by the City. Upon request, TCC will review with the CITY staff the programs funded by this Agreement to determine if there are appropriate counseling activities or educational guidance and which may be utilized by the individual.

7. Confidentiality. The use or disclosure of information concerning applicants for services or recipients of services, obtained in connection with the performance of the Agreement, shall be restricted to purposes directly connected with the administration of the programs implemented by this Agreement and must be consistent with all statutory requirements.

8. Subcontracts. TCC shall not assign this Agreement or enter into any subcontracts for services under this Agreement without obtaining prior written approval of the CITY.

9. Indemnify and Hold Harmless. TCC shall indemnify, save and hold harmless the CITY, its employees, officers, and agents, and affiliated entities from any losses, damages, judgments, claims, expenses, costs, and liabilities, including attorney fees, interest and legal expenses, which may arise from or be caused directly or indirectly by any act or omission of TCC or its officers, directors, employees, agents or volunteers.

10. Insurance. TCC shall present to the CITY documentation that is satisfactory to the CITY that indicates that TCC is covered under a policy of insurance or self-insurance.

TROY'S RESPONSIBILITIES

The CITY hereby agrees to pay to TCC an amount not to exceed \$50,000.00 for services performed under this Agreement. Full payment shall be made by September 30, 2010.

Obligations incurred by TCC prior to or after the period covered by this Agreement shall be excluded.

MUTUAL COVENANTS

1. Cancellation of Agreement. If the CITY determines that TCC fails to comply with the conditions of this Agreement, or to fulfill its responsibility as indicated in the Agreement, or the CITY determines that the methods and techniques being utilized in accomplishing the goals of this Agreement are not acceptable or compatible with the CITY's policy, then the CITY reserves the right to cancel this Agreement by giving thirty (30) days written notice to TCC. If TCC becomes

defunct, TCC will reimburse the CITY for all pre-payments based on the date of termination.

2. Employees of TCC. Representatives, employees and volunteers of TCC shall not be deemed to be employees or agents of the CITY for any purposes solely because of their participation with TCC.

3. Independent Contractors. TCC is an independent contractor, and its agents, employees, or servants are responsible for its own conduct. This Agreement is not a joint venture for the profit of either party.

4. Compliance with Laws. TCC shall be responsible for compliance with all Federal, State and City laws or ordinances. Any violation of the law or ordinance results in material breach of the Agreement.

5. Terms of Agreement. This Agreement shall become effective as of September 1, 2010 and shall terminate on August 31, 2011 unless terminated under the provisions set forth in this Agreement.

IN WITNESS WHEREOF, the CITY and TCC have caused this Agreement to be executed by their respective authorized officers.

WITNESSES:

CITY OF TROY

Louise Schilling, Mayor

Tonni Bartholomew, City Clerk

WITNESSES:

TROY COMMUNITY COALITION

Ann M. Comiskey,
Executive Director



CITY COUNCIL AGENDA ITEM

Date: September 22, 2010

To: John Szerlag, City Manager

From: Gary G. Mayer, Chief of Police. *GGM*
Susan Leirstein, Purchasing Director

Subject: Agenda Item – Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Common Ground

Background

Funding requirements were previously approved by City Council resolution #2009-08-231-F-4c, resolution #2008-09-305, resolution #2007-09-269, resolution #2006-09-367, resolution #2005-10-458, resolution #2004-11-576, resolution #2003-02-091, and resolution #2001-02-076.

Recommendation

The Police Department requests approval to continue to provide funding the COMMON GROUND in the amount of \$2,040.00 for the 2010/2011 fiscal year.

Fund Availability

The Police Department's Police Administration Contractual Services – Common Ground account has been designated for the funding of this program. As adopted by the City Council, the three-year budget plan does not fund this program after the 2010/2011 fiscal year. The Common Ground President has been advised of the future budget constraints.

City Attorney's Review as to Form and Legality

L. Grigg Bluhm
Lori Grigg Bluhm, City Attorney

9-23-2010
Date

**AGREEMENT BETWEEN THE CITY OF TROY AND
COMMON GROUND SANCTUARY**

This Agreement, by and between the City of Troy, 500 W. Big Beaver Road, Troy, Michigan 48084 (hereinafter referred to as the “CITY”), and Common Ground Sanctuary, 1410 South Telegraph Road, Bloomfield Hills, Michigan 48302, a Michigan non-profit organization, (hereinafter referred to as “Common Ground Sanctuary”),

RECITALS

WHEREAS, the CITY desires to provide for problem-solving for individuals and families in crisis, victims of crime, persons with mental illness, persons trying to cope with critical situations and runaway and homeless youths, especially those who cannot afford private services; and

WHEREAS, the general purpose of Common Ground Sanctuary is to provide opportunities for individuals and families in crisis:

NOW, THEREFORE, in consideration of the above in meeting the needs of the individual, including youth and families of the CITY, and in consideration of the promises and mutual covenants hereinafter contained, the parties agree as follows:

COMMON GROUND SANCTUARY RESPONSIBILITIES.

1. General Project Summary. A general description of the community services to be provided by Common Ground Sanctuary is as follows:

A. A mental health worker, a licensed social worker, psychologist, or counselor, on staff at Common Ground Sanctuary shall oversee programs designed to make crisis assistance available including, but not limited to, a 24-hour crisis telephone line, victim assistance programs, runaway and homeless youth shelters, street outreach programs, legal clinics and in-home counseling programs.

B. Common Ground Sanctuary shall offer these programs to individuals, including youth, and families in crisis, victims of crime, persons with mental illness, individuals trying to cope with critical situations and runaway and homeless youths, including residents of the City of Troy.

C. Common Ground Sanctuary will continue to provide service at the current level or greater.

2. Program Description. A detailed description of each program offered will be provided to the CITY, will be maintained on file at Common Ground Sanctuary, and will be available for inspection by the CITY on request.

3. Location of Facility. Common Ground Sanctuary has administrative offices at 1410 South Telegraph Road, Bloomfield Hills, Michigan 48302. The CITY shall be notified immediately of any relocation or planned relocation of the facility.

4. Service Documentation. Common Ground Sanctuary shall provide a quarterly report which may be in the form of minutes from monthly Common Ground Sanctuary Board of Directors meetings to the CITY in October, January, April and July, including but not limited to the following information:

A. Data regarding Common Ground Sanctuary's operation, including but not limited to, the number of persons serviced by Common Ground Sanctuary programs, attendance records for counseling and programs, duration of programs, etc.

B. Types of cases treated and referral source(s).

C. All community and special projects undertaken by Common Ground Sanctuary.

D. Other information that the CITY may deem necessary without jeopardizing the confidentiality of the Common Ground Sanctuary clientele.

5. Fiscal Requirements. Common Ground Sanctuary shall maintain an accounting system to identify and support all expenditures, i.e., all income and expenses for which services are provided under this Agreement. The accounting system, at a minimum, shall consist of a chart of accounts, cash receipts journal, cash disbursements journal, and general ledger. All expenditures and income must be supported by vouchers and receipts that detail the reason for the transaction.

Common Ground Sanctuary shall submit to the CITY a copy of its annual budget for any fiscal year which falls within the twelve-month period covered by this Agreement. These budgets shall show the Common Ground Sanctuary budget, total expenditures, and expenditures funded and claimed to other funding sources.

Common Ground Sanctuary shall provide to the CITY a quarterly financial statement which may be in the form of Monthly Treasurer Reports as submitted to the Common Ground Sanctuary Board of Directors in October, January, April and July, including total income and expenditures for the previous three (3) months.

Common Ground Sanctuary agrees to retain at its costs all books, records or other documents relevant to this Agreement for six years after final payment.

6. Review of Programs by the City. Upon request, Common Ground Sanctuary will review with the CITY staff the programs funded by this Agreement to

determine if there are appropriate crisis guidance programs and counseling activities which may be utilized by individuals and families.

7. Confidentiality. The use or disclosure of information concerning applicants for services or recipients of services, obtained in connection with the performance of the Agreement, shall be restricted to purposes directly connected with the administration of the programs implemented by this Agreement and must be consistent with all statutory requirements.

8. Subcontracts. Common Ground Sanctuary shall not assign this Agreement or enter into any subcontracts for services under this Agreement without obtaining prior written approval of the CITY.

9. Indemnify and Hold Harmless. Common Ground Sanctuary shall indemnify, save and hold harmless the CITY, its employees, officers, and agents, and affiliated entities from any losses, damages, judgments, claims, expenses, costs, and liabilities, including attorney fees, interest and legal expenses, which may arise from or be caused directly or indirectly by any act or omission of Common Ground Sanctuary or its officers, directors, employees, agents or volunteers.

10. Insurance. Common Ground Sanctuary shall present to the CITY documentation that is satisfactory to the CITY that indicates that Common Ground Sanctuary is covered under a policy of insurance or self-insurance with Oakland County, Michigan.

TROY'S RESPONSIBILITIES

The CITY hereby agrees to pay to Common Ground Sanctuary an amount not to exceed \$2,040.00 for services performed under this Agreement. Payment is to be made in one payment in September, 2010.

Obligations incurred by Common Ground Sanctuary prior to or after the period covered by this Agreement shall be excluded.

MUTUAL COVENANTS

1. Cancellation of Agreement. If the CITY determines that Common Ground Sanctuary fails to comply with the conditions of this Agreement, or to fulfill its responsibility as indicated in the Agreement, or the CITY determines that the methods and techniques being utilized in accomplishing the goals of this Agreement are not acceptable or compatible with the CITY's policy, then the CITY reserves the right to cancel this Agreement by giving thirty (30) days written notice to Common Ground Sanctuary, If Common Ground Sanctuary becomes defunct, Common Ground Sanctuary will reimburse the CITY for all pre-payments based on the date of termination.

2. Employees of Common Ground Sanctuary. Representatives, employees and volunteers of Common Ground Sanctuary shall not be deemed to be employees or agents of the CITY for any purposes solely because of their participation with Common Ground Sanctuary.

3. Independent Contractors. Common Ground Sanctuary is an independent contractor, and its agents, employees, or servants are responsible for its own conduct. This Agreement is not a joint venture for the profit of either party.

4. Compliance with Laws. Common Ground Sanctuary shall be responsible for compliance with all Federal, State and City laws or ordinances. Any violation of the law or ordinance results in material breach of the Agreement.

5. Terms of Agreement. This Agreement shall become effective as of July 1, 2010 and shall terminate on June 30, 2011 unless terminated under the provisions set forth in this Agreement.

IN WITNESS WHEREOF, the CITY and Common Ground Sanctuary have caused this Agreement to be executed by their respective authorized officers.

WITNESSES:

CITY OF TROY

Louise E. Schilling, Mayor

Tonni Bartholomew, City Clerk

WITNESSES:

COMMON GROUND SANCTUARY

Tony Rothschild, President and CEO



CITY COUNCIL AGENDA ITEM

Date: September 22, 2010

To: John Szerlag, City Manager

From: Gary G. Mayer, Chief of Police 
Susan Leirstein, Purchasing Director

Subject: Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – HAVEN

Background

Funding requirements were previously approved by City Council resolution #2009-08-231-F-4e, resolution #2008-09-305, resolution #2007-09-269, resolution #2006-09-356, resolution #2005-10-458, and resolution #2004-11-576.

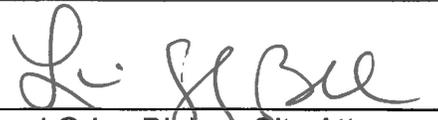
Recommendation

The Police Department requests approval to continue to provide funding the HAVEN in the amount of \$4,370.00 for the 2010/2011 fiscal year.

Fund Availability

The Police Department's Police Administration Contractual Services – HAVEN account has been designated for the funding of this program. As adopted by the City Council, the three-year budget plan does not fund this program after the 2010/2011 fiscal year. The HAVEN President has been advised of the future budget constraints.

City Attorney's Review as to Form and Legality


Lori Grigg Bluhm, City Attorney

9-23-2010
Date

AGREEMENT BETWEEN THE CITY OF TROY AND HAVEN, INC.

This Agreement, by and between the City of Troy, 500 W. Big Beaver Road, Troy, Michigan 48084 (hereinafter referred to as the “CITY”), and Haven, Inc., 2550 Telegraph Road, Suite 111, Bloomfield Hills, Michigan 48302, a Michigan non-profit corporation, (hereinafter referred to as “HAVEN”),

RECITALS

WHEREAS, the CITY desires to provide crisis intervention, shelter, advocacy, individual, group and family counseling for victims of domestic violence, sexual assault and child abuse; and to further provide for counseling to the perpetrators of domestic violence in an attempt to prevent further violence from occurring; and

WHEREAS, the general purpose of the HAVEN is to provide available shelter to citizens who are forced to escape from the home where violence occurs; and to provide ongoing counseling to help heal the damage caused by these terrible crimes; and

WHEREAS, HAVEN also provides a 24-hour crisis line for immediate assistance for the citizens of the City,

NOW, THEREFORE, in consideration of the above in meeting the needs of the citizens of the CITY, and in consideration of the promises and mutual covenants hereinafter contained, the parties agree as follows:

HAVENS RESPONSIBILITIES.

1. General Project Summary. A general description of the community services to be provided by HAVEN is as follows:

A. A mental health worker, a licensed social worker, psychologist, or counselor on staff at HAVEN or available for consultation to HAVEN, shall supervise all activities ongoing under the HAVEN program consisting of, but not limited to, crisis intervention, shelter, advocacy, individual, group and family counseling for victims of domestic violence, sexual assault and child abuse. HAVEN shall also maintain a 24-hour crisis line to provide immediate assistance to the citizens of the City and others who are in need of such assistance.

B. Other project responsibilities include, but are not limited to, counseling for the perpetrators of domestic violence in an attempt to prevent further violence from occurring.

C. HAVEN will continue to provide service at the current level or greater.

2. Program Description. A detailed description of each program offered will be maintained on file at HAVEN and will be available for inspection by the CITY on request.

3. Location of Facility. HAVEN shall provide an office and/or treatment facility at 2550 Telegraph Road, Suite 111, Bloomfield Hills, Michigan 48302. The CITY shall be notified immediately of any relocation or planned relocation of the facility. HAVEN shall maintain “safe houses: in the area for use by its citizens and that the locations of those “safe house” shall remain confidential for the protections of the residents.

4. Service Documentation. HAVEN shall provide a quarterly report which may be in the form of minutes from monthly HAVEN Board of Directors meetings to the CITY in October, January, April and July, including but not limited to the following information:

A. Data regarding HAVEN’s operation, including but not limited to, the number of persons serviced by HAVEN programs, attendance records for counseling and programs, duration of programs, etc.

B. Types of cases treated and referral source(s).

C. All community and special projects undertaken by HAVEN.

D. Other information that the CITY may deem necessary without jeopardizing the confidentiality of the HAVEN clientele.

5. Fiscal Requirements. HAVEN shall maintain an accounting system to identify and support all expenditures, i.e., all income and expenses for which services are provided under this Agreement. The accounting system, at a minimum, shall consist of a chart of accounts, cash receipts journal, cash disbursements journal, and general ledger. All expenditures and income must be supported by vouchers and receipts that detail the reason for the transaction.

HAVEN shall submit to the CITY a copy of its annual budget for any fiscal year, which falls within the twelve-month period covered by this Agreement. These budgets shall show the HAVEN budget, total expenditures, and expenditures funded and claimed to other funding sources.

HAVEN shall provide to the CITY a quarterly financial statement which may be in the form of Monthly Treasurer Reports as submitted to the HAVEN Board of Directors in October, January, April and July, including total income and expenditures for the previous three (3) months.

HAVEN agrees to retain at its costs all books, records or other documents relevant to this Agreement for six years after final payment.

6. Review of Programs by the City. Upon request, HAVEN will review with the CITY staff the programs funded by this Agreement to determine if there are appropriate shelter and counseling activities which may be utilized by citizens.

7. Confidentiality. The use or disclosure of information concerning applicants for services or recipients of services, obtained in connection with the performance of the Agreement, shall be restricted to purposes directly connected with the administration of the programs implemented by this Agreement and must be consistent with all statutory requirements.

8. Subcontracts. HAVEN shall not assign this Agreement or enter into any subcontracts for services under this Agreement without obtaining prior written approval of the CITY.

9. Indemnify and Hold Harmless. HAVEN shall indemnify, defend, pay on behalf of save and hold harmless the CITY, its elected and appointed officials, employees, volunteers, officers, agents, and affiliated entities against and from any losses, damages, judgments, claims, demands, suits, expenses, costs, and liabilities, personal injury or death and/or property damage, including attorney fees, interest and legal expenses, which may arise from or be caused directly or indirectly by any act or omission of HAVEN or its officers, directors, employees, agents or volunteers.

10. Insurance. HAVEN shall present to the CITY documentation that is satisfactory to the CITY that indicates that HAVEN is covered under a policy of insurance or self-insurance which is satisfactory to the CITY and which names the City as an additional insured.

11. Discrimination prohibited. HAVEN shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. HAVEN shall comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitations Act of 1973, P.A. 93-112, 87 Stat. 394, which requires that no employee or client or otherwise, qualified handicapped individual shall, solely by reason of his handicap, be excluded from participation, be denied the benefits of or be subjected to, discrimination under any program or activity receiving Federal assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, or marital status, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract. HAVEN shall comply with all applicable regulations promulgated pursuant to the Civil Rights Act of 1964, as amended.

12. Prohibition of Political and Religious Activity. There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of this Agreement. None of the funds, materials, property or services under this Agreement shall be used in the performance of services under this Agreement for any partisan political activity, including lobbying, as specified in Federal Circular A-122, Cost Principles for Non-profit Organizations – lobbying revisions, or to further the election, defeat, recall, impeachment, appointment or dismissal of any candidate for or from any public office.

CITY'S RESPONSIBILITIES

The CITY hereby agrees to pay to HAVEN an amount not to exceed \$ 4,370.00 for services performed under this Agreement. Payment will be made in one payment in September, 2010.

Obligations incurred by HAVEN prior to or after the period covered by this Agreement shall be excluded.

MUTUAL COVENANTS

1. Cancellation of Agreement. If the CITY determines that HAVEN fails or has failed to comply with the conditions of this Agreement, or to fulfill its responsibility as indicated in the Agreement, or the CITY determines that the methods and techniques being utilized in accomplishing the goals of this Agreement are not acceptable or compatible with the CITY's policy, then the CITY reserves the right to cancel this Agreement by giving thirty (30) days written notice to HAVEN. If HAVEN becomes defunct, HAVEN will reimburse the CITY for all pre-payments based on the date of termination.

2. Employees of HAVEN. Representatives, employees and volunteers of HAVEN shall not be deemed to be employees or agents of the CITY for any purposes solely because of their participation with HAVEN.

3. Independent Contractors. HAVEN is an independent contractor, and its agents, employees, or servants are responsible for its own conduct. This Agreement is not a joint venture for the profit of either party.

4. Compliance with Laws. HAVEN shall be responsible for compliance with all Federal, State and City laws or ordinances. Any violation of the law or ordinance results in material breach of the Agreement.

5. Notices. Whenever under this Agreement provision is made for notice of any kind, unless otherwise herein expressly provided, it shall be in writing and shall be served personally or sent by registered or certified mail with postage prepaid, to the addresses stated below, or such other address as either of the parties may

subsequently designate in writing by notice to the other party in the manner required hereunder:

Notice to City: Tonni Bartholomew
City Clerk, City of Troy
500 W. Big Beaver Road
Troy, Michigan 48084

Notice to Haven: Beth Morrison, President & CEO
HAVEN, INC.
2550 Telegraph Road
Suite 111
Bloomfield Hills, Michigan 48302

6. Entire Agreement. This Agreement constitutes the entire Agreement between HAVEN and the CITY with respect to the subject matter hereof; and there are no other further written or oral understandings or agreements with respect hereto.

7. Modification. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the parties.

8. Terms of Agreement. This Agreement shall become effective as of July 1, 2010 and shall terminate on June 30, 2011 unless terminated under the provisions set forth in this Agreement.

IN WITNESS WHEREOF, the CITY and HAVEN have caused this Agreement to be executed by their respective authorized officers.

WITNESSES:

CITY OF TROY

Louise E. Schilling, Mayor

Tonni Bartholomew, City Clerk

WITNESSES:

HAVEN, INC.

Beth Morrison, President & CEO



CITY COUNCIL AGENDA ITEM

Date: September 22, 2010

To: John Szerlag, City Manager

From: Gary G. Mayer, Chief of Police 
Susan Leirstein, Purchasing Director

Subject: Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Avondale Youth Assistance

Background

Funding requirements were previously approved by City Council resolution # 2009-08-231-F-4b, resolution # 2008-09-305, resolution #2007-04-120, resolution #2006-09-356, resolution #2005-10-458, resolution #2004-07-354, resolution #2003-09-467, and resolution #2002-07-424.

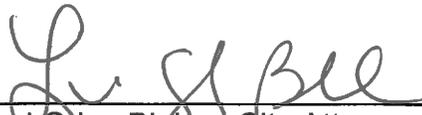
Recommendation

The Police Department requests approval to continue to provide funding the AVONDALE YOUTH ASSISTANCE in the amount of \$2,920.00 for the 2010/2011 fiscal year.

Fund Availability

The Police Department's Police Administration Contractual Services – Avondale Youth Assistance account has been designated for the funding of this program. As adopted by the City Council, the three-year budget plan does not fund this program after the 2010/2011 fiscal year. The Avondale Youth Assistance Chairperson has been advised of the future budget constraints.

City Attorney's Review as to Form and Legality


Lori Grigg Blum, City Attorney

9-23-2010
Date

AGREEMENT BETWEEN THE CITY OF TROY AND AVONDALE YOUTH ASSISTANCE

This Agreement, by and between the City of Troy, 500 W. Big Beaver Road, Troy, Michigan 48084 (hereinafter referred to as the “CITY”), and the Avondale Youth Assistance, 260 South Squirrel Road, Auburn Hills, Michigan 48326, , a Michigan non-profit organization, (hereinafter referred to as “AYA”),

RECITALS

WHEREAS, the CITY desires to provide for a problem-solving service for youth and parents through individual, group, and family counseling to enable those served to cope with problems adversely affecting the ability of the youth to make optimal use of their world, i.e. social adjustment, work adjustment; and to provide free, on-site and off-site service for youth, especially those who cannot afford private services; and

WHEREAS, the CITY desires to provide youth residents of the City an opportunity to participate in the AYA program; and

WHEREAS, the general purpose of the AYA is to provide opportunities for mental, social and physical growth and development of youth; and

NOW, THEREFORE, in consideration of the above in meeting the needs of the youth of the CITY, and in consideration of the promises and mutual covenants hereinafter contained, the parties agree as follows:

AYA RESPONSIBILITIES.

1. General Project Summary. A general description of the community services to be provided by AYA is as follows:

- A. A mental health worker, a licensed social worker, psychologist, or counselor, on staff at AYA shall be available to the youths of the community who are having difficulty in their personal and social adjustments. This person will work with youths, parents, schools and other community organizations, consistent with their professional training and licensing, in helping the youth grow towards a more satisfactory adjustment. The worker will act as a liaison for the youth, agencies, and family.
- B. AYA shall also offer programs to resident youth which are designed to further the social and emotional needs of the youth.
- C. AYA will continue to provide service at the current level or greater.

2. Program Description. A detailed description of each program offered will be provided to the CITY, will be maintained on file at AYA, and will be available for inspection by the CITY on request.
3. Location of Facility. AYA shall provide an office or treatment facility within a reasonable distance from the CITY. The CITY shall be notified immediately of any relocation or planned relocation of the facility.
4. Service Documentation. AYA shall provide a quarterly report which may be in the form of minutes from monthly AYA Board of Directors meetings to the CITY in October, January, April and July, including but not limited to the following information:
 - A. Data regarding AYA's operation, including but not limited to, the number of persons serviced by AYA programs, attendance records for counseling and programs, duration of programs, etc.
 - B. Types of cases treated and referral source(s).
 - C. All community and special projects undertaken by AYA.
 - D. Other information that the CITY may deem necessary without jeopardizing the confidentiality of the AYA clientele.
5. Fiscal Requirements. AYA shall maintain an accounting system to identify and support all expenditures, i.e., all income and expenses for which services are provided under this Agreement. The accounting system, at a minimum, shall consist of a chart of accounts, cash receipts journal, cash disbursements journal, and general ledger. All expenditures and income must be supported by vouchers and receipts that detail the reason for the transaction.

AYA shall submit to the CITY a copy of its annual budget for any fiscal year which falls within the twelve-month period covered by this Agreement. These budgets shall show the AYA budget, total expenditures, and expenditures funded and claimed to other funding sources.

AYA shall provide to the CITY a quarterly financial statement which may be in the form of Monthly Treasurer Reports as submitted to the AYA Board of Directors in October, January, April and July, including total income and expenditures for the previous three (3) months.

AYA agrees to retain at its costs all books, records or other documents relevant to this Agreement for six years after final payment.

6. Review of Programs by the City. Upon request, AYA will review with the CITY staff the programs funded by this Agreement to determine if there are

appropriate educational guidance and counseling activities which may be utilized by the youth.

7. Confidentiality. The use or disclosure of information concerning applicants for services or recipients of services, obtained in connection with the performance of the Agreement, shall be restricted to purposes directly connected with the administration of the programs implemented by this Agreement and must be consistent with all statutory requirements.

8. Subcontracts. AYA shall not assign this Agreement or enter into any subcontracts for services under this Agreement without obtaining prior written approval of the CITY.

9. Indemnify and Hold Harmless. AYA shall indemnify, save and hold harmless the CITY, its employees, officers, and agents, and affiliated entities from any losses, damages, judgments, claims, expenses, costs, and liabilities, including attorney fees, interest and legal expenses, which may arise from or be caused directly or indirectly by any act or omission of AYA or its officers, directors, employees, agents or volunteers.

10. Insurance. AYA shall present to the CITY documentation that is satisfactory to the CITY that indicates that AYA is covered under a policy of insurance or self-insurance with Oakland County, Michigan.

TROY'S RESPONSIBILITIES

The CITY hereby agrees to pay to AYA an amount not to exceed \$ 2,920.00 for services performed under this Agreement. Payment is to be made in a lump sum in September of 2010.

Obligations incurred by AYA prior to or after the period covered by this Agreement shall be excluded.

MUTUAL COVENANTS

1. Cancellation of Agreement. If the CITY determines that AYA fails to comply with the conditions of this Agreement, or to fulfill its responsibility as indicated in the Agreement, or the CITY determines that the methods and techniques being utilized in accomplishing the goals of this Agreement are not acceptable or compatible with the CITY's policy, then the CITY reserves the right to cancel this Agreement by giving thirty (30) days written notice to AYA. If AYA becomes defunct, AYA will reimburse the CITY for all pre-payments based on the date of termination.

2. Employees of AYA. Representatives, employees and volunteers of AYA shall not be deemed to be employees or agents of the CITY for any purposes solely because of their participation with AYA.
3. Independent Contractors. AYA is an independent contractor, and its agents, employees, or servants are responsible for its own conduct. This Agreement is not a joint venture for the profit of either party.
4. Compliance with Laws. AYA shall be responsible for compliance with all Federal, State and City laws or ordinances. Any violation of the law or ordinance results in material breach of the Agreement.
5. Terms of Agreement. This Agreement shall become effective as of August 1, 2010 and shall terminate on July 31, 2011 unless terminated under the provisions set forth in this Agreement.

IN WITNESS WHEREOF, the CITY and AYA have caused this Agreement to be executed by their respective authorized officers.

WITNESSES:

CITY OF TROY

Louise Schilling, Mayor

Tonni Bartholomew, City Clerk

WITNESSES:

AVONDALE YOUTH ASSISTANCE

John Dalton, AYA Chairperson



CITY COUNCIL AGENDA ITEM

Date: September 22, 2010

To: John Szerlag, City Manager

From: Gary G. Mayer, Chief of Police 
Susan Leirstein, Purchasing Director

Subject: Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Troy Youth Assistance

Background

Funding requirements were previously approved by City Council resolution # 2009-08-232, resolution #2008-09-306, resolution #2007-09-270, resolution #2006-08-342, resolution #2005-10-459, resolution #2004-07-354, resolution #2003-10-529, resolution #2002-07-424, and resolution #2001-07-373.

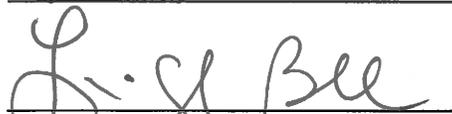
Recommendation

The Police Department requests approval to continue to provide funding the TROY YOUTH ASSISTANCE in the amount of \$17,080.00 for the 2010/2011 fiscal year.

Fund Availability

The Police Department's Police Administration Contractual Services – Troy Youth Assistance account has been designated for the funding of this program. As adopted by the City Council, the three-year budget plan does not fund this program after the 2010/2011 fiscal year. The Troy Youth Assistance Chairperson has been advised of the future budget constraints.

City Attorney's Review as to Form and Legality


Lori Grigg Bluhm, City Attorney

9-23-2010
Date

AGREEMENT BETWEEN THE CITY OF TROY AND TROY YOUTH ASSISTANCE

This Agreement, by and between the City of Troy, 500 W. Big Beaver Road, Troy, Michigan 48084 (hereinafter referred to as the "CITY"), and the Troy Youth Assistance, 4420 Livernois, Troy, Michigan 48098, a Michigan non-profit organization, (hereinafter referred to as "TYA"),

RECITALS

WHEREAS, the CITY desires to provide for a problem-solving service for youth and parents through individual, group, and family counseling to enable those served to cope with problems adversely affecting the ability of the youth to make optimal use of their world, i.e. social adjustment, work adjustment; and to provide free, on-site and off-site service for youth, especially those who cannot afford private services; and

WHEREAS, the CITY desires to provide youth residents of the City an opportunity to participate in the TYA program; and

WHEREAS, the general purpose of the TYA is to provide opportunities for mental, social and physical growth and development of youth; and

NOW, THEREFORE, in consideration of the above in meeting the needs of the youth of the CITY, and in consideration of the promises and mutual covenants hereinafter contained, the parties agree as follows:

TYA RESPONSIBILITIES.

1. General Project Summary. A general description of the community services to be provided by TYA is as follows:

A. A mental health worker, a licensed social worker, psychologist, or counselor, on staff at TYA shall be available to the youths of the community who are having difficulty in their personal and social adjustments. This person will work with youths, parents, schools and other community organizations, consistent with their professional training and licensing, in helping the youth grow towards a more satisfactory adjustment. The worker will act as a liaison for the youth, agencies, and family.

B. TYA shall also offer programs to resident youth which are designed to further the social and emotional needs of the youth.

C. TYA will continue to provide service at the current level or greater.

2. Program Description. A detailed description of each program offered will be provided to the CITY, will be maintained on file at TYA, and will be available for inspection by the CITY on request.

3. Location of Facility. TYA shall provide an office or treatment facility within the CITY. Currently, that facility is located at 4420 Livernois, Troy, Michigan 48098. The CITY shall be notified immediately of any relocation or planned relocation of the facility.

4. Service Documentation. TYA shall provide a quarterly report which may be in the form of minutes from monthly TYA Board of Directors meetings to the CITY in October, January, April and July, including but not limited to the following information:

A. Data regarding TYA's operation, including but not limited to, the number of persons serviced by TYA programs, attendance records for counseling and programs, duration of programs, etc.

B. Types of cases treated and referral source(s).

C. All community and special projects undertaken by TYA.

D. Other information that the CITY may deem necessary without jeopardizing the confidentiality of the TYA clientele.

5. Fiscal Requirements. TYA shall maintain an accounting system to identify and support all expenditures, i.e., all income and expenses for which services are provided under this Agreement. The accounting system, at a minimum, shall consist of a chart of accounts, cash receipts journal, cash disbursements journal, and general ledger. All expenditures and income must be supported by vouchers and receipts that detail the reason for the transaction.

TYA shall submit to the CITY a copy of its annual budget for any fiscal year which falls within the twelve-month period covered by this Agreement. These budgets shall show the TYA budget, total expenditures, and expenditures funded and claimed to other funding sources.

TYA shall provide to the CITY a quarterly financial statement which may be in the form of Monthly Treasurer Reports as submitted to the TYA Board of Directors in October, January, April and July, including total income and expenditures for the previous three (3) months.

TYA agrees to retain at its costs all books, records or other documents relevant to this Agreement for six years after final payment.

6. Review of Programs by the City. Upon request, TYA will review with the CITY staff the programs funded by this Agreement to determine if there are appropriate educational guidance and counseling activities which may be utilized by the youth.

7. Confidentiality. The use or disclosure of information concerning applicants for services or recipients of services, obtained in connection with the performance of the Agreement, shall be restricted to purposes directly connected with the administration of the programs implemented by this Agreement and must be consistent with all statutory requirements.

8. Subcontracts. TYA shall not assign this Agreement or enter into any subcontracts for services under this Agreement without obtaining prior written approval of the CITY.

9. Indemnify and Hold Harmless. TYA shall indemnify, save and hold harmless the CITY, its employees, officers, and agents, and affiliated entities from any losses, damages, judgments, claims, expenses, costs, and liabilities, including attorney fees, interest and legal expenses, which may arise from or be caused directly or indirectly by any act or omission of TYA or its officers, directors, employees, agents or volunteers.

10. Insurance. TYA shall present to the CITY documentation that is satisfactory to the CITY that indicates that TYA is covered under a policy of insurance or self-insurance with Oakland County, Michigan.

TROY'S RESPONSIBILITIES

The CITY hereby agrees to pay to TYA an amount not to exceed \$17,080.00 for services performed under this Agreement. Payments are to be made in four quarterly installments of \$4,270 each during the months of September and November 2010 and February and May, 2011.

Obligations incurred by TYA prior to or after the period covered by this Agreement shall be excluded.

MUTUAL COVENANTS

1. Cancellation of Agreement. If the CITY determines that TYA fails to comply with the conditions of this Agreement, or to fulfill its responsibility as indicated in the Agreement, or the CITY determines that the methods and techniques being utilized in accomplishing the goals of this Agreement are not acceptable or compatible with the CITY's policy, then the CITY reserves the right to cancel this Agreement by giving thirty (30) days written notice to TYA. If TYA becomes defunct, TYA will reimburse the CITY for all pre-payments based on the date of termination.

2. Employees of TYA. Representatives, employees and volunteers of TYA shall not be deemed to be employees or agents of the CITY for any purposes solely because of their participation with TYA.
3. Independent Contractors. TYA is an independent contractor, and its agents, employees, or servants are responsible for its own conduct. This Agreement is not a joint venture for the profit of either party.
4. Compliance with Laws. TYA shall be responsible for compliance with all Federal, State and City laws or ordinances. Any violation of the law or ordinance results in material breach of the Agreement.
5. Terms of Agreement. This Agreement shall become effective as of August 1, 2010 and shall terminate on July 31, 2011 unless terminated under the provisions set forth in this Agreement.

IN WITNESS WHEREOF, the CITY and TYA have caused this Agreement to be executed by their respective authorized officers.

WITNESSES: CITY OF TROY

Louise Schilling, Mayor

Tonni Bartholomew, City Clerk

WITNESSES:

TROY YOUTH ASSISTANCE

Leonette Ciepielowski, Chairperson



CITY COUNCIL AGENDA ITEM

Date: September 14, 2010

To: John Szerlag, City Manager

From: Gary Mayer, Chief of Police *GM 10/2*
 Captain Gerard Scherlinck, Services Division *GS 10/2*
 Sergeant Russell Harden *RH 10/2*
 Officer James Feldgum *JF 10/2*
 Jeff Oberski *JO 10/2*

Subject: Application for New SDM License for San Marino Club, Inc.

Background

The San Marino Club, Inc. requests a new SDM License to be located at 1685-1695 East Big Beaver Road, Troy, MI 48083, Oakland County {MLCC Req. #487689} for the Tre Monti Restaurant located behind the San Marino Club.

On August 9, 2010, Mr. Lou Zanotti, chairman of the committee to oversee restaurant operations and Mr. Zharko Palushaj, general manager answered questions for the Liquor Advisory Committee. Mr. Zanotti and Mr. Palushaj explained to the Committee that the Tre Monti Restaurant would like to sell their patrons additional bottles of wine they may enjoy while dining. In addition, the restaurant would like to build wine lockers for use by their regular customers. The customers would be able to purchase one or more bottles of wine, store the wine in the lockers, and enjoy them whenever they dined. The SDM license would also allow customers to purchase bottles of wine to take with them when they leave the restaurant.

The Police Department did not find any disqualifying factors for this request. In addition, the Liquor Advisory Committee unanimously approved their request.

The request complies will all applicable Troy City Ordinances and Michigan Liquor Control Commission Rules.

Recommendation

Recommend approval of the request from San Marino Club, Inc. for a new SDM License.

A regular meeting of the Liquor Advisory Committee was held on Monday, August 9, 2010 in the Lower Level Conference Room of Troy City Hall, 500 West Big Beaver Road. Committee member Timothy P. Payne called the meeting to order at 7:00 p.m.

Roll Call

PRESENT: W. Stan Godlewski
Andrew Kaltsounis
David S. Ogg
Timothy P. Payne
Bohdan L. Ukraineec

ABSENT: Max K. Ehlert, Chairman
Patrick C. Hall

ALSO PRESENT: Officer James Feld
Susan Lancaster, Assistant City Attorney
Laurent Harden, student representative
Pat Gladysz

Resolution to Excuse Committee Members Ehlert & Hall

Resolution #LC2010-08-019
Moved by Kaltsounis
Seconded by Ukraineec

RESOLVED, That the absence of Committee members Ehlert and Hall at the Liquor Advisory Committee meeting of August 9, 2010 be **EXCUSED**.

Yes: 5
No: 0
Absent: Ehlert, Hall

Resolution to Approve Minutes of June 14, 2010 Meeting

Resolution #LC2010-08-020
Moved by Kaltsounis
Seconded by Ukraineec

RESOLVED, That the Minutes of the June 14, 2010 meeting of the Liquor Advisory Committee be **APPROVED**.

Yes: 5
No: 0
Absent: Ehlert, Hall

Agenda Items

1. **San Marino Club, Inc.** requests a new SDM License to be held in conjunction with 2008 Class C Licensed Business with Sunday Sales, Dance-Entertainment Permit, Outdoor Service (1 Area), 7 Bars, located at 1685-1695 East Big Beaver, Troy, MI 48083, Oakland County {MLCC Req. #487689}. *The Tre Monti Restaurant, located behind the San Marino Club, would like to sell their patrons additional bottles of wine they may enjoy while dining.*

Present to answer questions from the Committee were Lou Zanotti, chairman of the committee to oversee restaurant operations, and Zharko Palushaj, restaurant general manager.

Mr. Zanotti and Mr. Palushaj explained to the Committee that the restaurant would like to build wine lockers for use by their regular customers. The customers would be able to purchase one or more bottles of wine, store the wine in the lockers, and enjoy them whenever they dined. The SDM license would also allow customers to purchase bottles of wine to take with them when they leave the restaurant.

Officer Feld stated that the Police Department has no objections to this request.

Resolution #LC2010-08-021
Moved by Ukrainec
Seconded by Godlewski

RESOLVED, That the Liquor Advisory Committee recommends that the request of San Marino Club, Inc. for a new SDM License to be held in conjunction with 2008 Class C Licensed Business with Sunday Sales, Dance-Entertainment Permit, Outdoor Service (1 Area), 7 Bars, located at 1685-1695 East Big Beaver, Troy, MI 48083, Oakland County be **APPROVED**.

Yes: 5
No: 0
Absent: Ehlert, Hall

Informational Items

Officer Feld updated the Committee on the following informational items:

Picano Restaurant, Inc.

This is a similar request to our Agenda item for this meeting.

Target Corporation

The wording of this request was clarified in that the SDM license is not in conjunction with their on-premise seating. The wording is taken directly from the State of Michigan paperwork.

RCSH Operations, LLC

This request is to add additional indoor seating to the restaurant.

Macy's

There will be a corporate name change.

Big Beaver Tavern

This is a request for outdoor seating.

Cameron Mitchell Restaurants, LLC

This is a request for outdoor seating.

Numan Troy, Inc.

This request will most likely be removed from our Informational Item list.

Space Station of Troy, Inc.

This request may be removed from our Informational Item list.

Officer Feld informed the Committee that the Police Department's Directed Patrol Unit recently performed compliance checks of all licensed establishments within the City. Four sale-to-minor violations occurred: (1) Aldi at 2967 East Big Beaver, (2) CVS at 4963 John R, (3) Lebanese Grill at 1600 Rochester Road, and (4) Red Robin at 5460 Corporate Drive.

Officer Feld also informed the Committee that Jeff Oberski, a new analyst/planner in the Police Department, has assumed some of the licensing duties.

The meeting adjourned at 7:20 p.m.

Timothy P. Payne, Committee Member

Patricia A. Gladysz, Secretary II

AGREEMENT REGARDING LIQUOR LICENSE REQUEST

Re: Applicant: San Marino Club
Address: 1085-1095 E. Big Beaver
City/State/Zip: Troy, MI 48083

Date: _____
Type of License/s: _____
MLCC Request ID: _____

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: _____

By: [Signature]

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

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: _____



Mich Department of Labor & Economic Growth
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)
 7150 Harris Drive, P.O. Box 30005
 Lansing, Michigan 48909-7505

FOR MLCC USE ONLY

Request ID # 487689

Business ID # 3179

POLICE INVESTIGATION REPORT

[Authorized by MCL 436.1217 and R 436.1105; MAC]

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:

SAN MARINO CLUB, INC. REQUESTS A NEW SDM LICENSE TO BE HELD IN CONJUNCTION WITH 2008 CLASS C LICENSED BUSINESS WITH DANCE-ENTERTAINMENT PERMIT, OUTDOOR SERVICE (1 AREA), AND 7 BARS, LOCATED AT 1685-1695 E BIG BEAVER, TROY, MI 48083, OAKLAND COUNTY.

Section 1. APPLICANT INFORMATION

APPLICANT #1:
 CONTACT: DENNIS S. GIANNINI, PRESIDENT
 (248)619-0860

APPLICANT #2:

DATE FINGERPRINTED**: **NO FINGERPRINTS REQUIRED**

DATE FINGERPRINTED**:

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:

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:

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 and convictions (Attach a signed and dated sheet if more space is needed)

ARREST RECORD: Felony Misdemeanor
 Enter record of all arrests and convictions (Attach a signed and dated sheet 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 motor vehicle fuel pumps at or directly adjacent to the establishment? 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 No, indicate which state and local ordinances the location does not meet: Building Plumbing Zoning Fire Sanitation Health

Section 4. RECOMMENDATION

1. Is this applicant qualified to conduct this business if licensed? Yes No*

2. Should the MLCC grant this request? Yes No*

*If any of the above questions were answered No, you must state your reasons for MLCC consideration of this recommendation on the back of this form or on an attached signed and dated sheet.

3. Is this recommendation subject to final inspection to determine that the proposed location meets all building, plumbing, zoning, fire, sanitation and health laws and ordinances? Yes No

4. Is this recommendation subject to any other conditions? Yes No

If Yes, list the conditions below or on an attached signed and dated sheet if more space is needed

Signature (Sheriff or Chief of Police)

Date

TROY POLICE DEPARTMENT

LC-1800 (Rev. 08/2008)
 Authority: MCL 436.1217 and R 436.1105; MAC
 Completion: Mandatory
 Penalty: No License

The Department of Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.

No. 1014 P. 3

Aug. 31. 2009 2:55PM



CITY COUNCIL AGENDA ITEM

Date: September 22, 2010

To: John Szerlag, City Manager

From: Mark F. Miller, Assistant City Manager/Economic Development Services
Timothy L. Richnak, Public Works Director

Subject: Announcement of Public Hearing for October 18, 2010-
Community Development Block Grant (CDBG) 2011 Application

Background

The City of Troy is required by the Oakland County Division of Community & Home Improvement to advertise and conduct a Public Hearing for the Program Year 2011 CDBG application.

Recommendation

It is recommended that Council authorize a public hearing for October 18, 2010 at 7:30 PM or as soon thereafter as the agenda will permit for the purpose of hearing public comments on the adoption of the Community Development Block Grant (CDBG) 2011 application in the approximate amount of \$173,970.00 to fund eligible projects.

VR/S: Miller's Review/Agenda 10.04.10-Request for public hearing for CDBG 2011 application

Wheeler asked about the possibility of the State Librarian granting a waiver for library hours to go the minimum requirement. Wheeler also asked about the lack of flowers in the library's flower beds. Due to budget cuts, flowers will not be planted this year.

STUDENT REPRESENTATIVE'S COMMENTS—None

OLD BUSINESS—None

NEW BUSINESS

- A. **Oakland County Trustee Association Dinner**—will be held on June 23, 2010

REPORTS & COMMUNICATIONS

- A. **Director's Report**—was received and filed.
- B. **Suburban Library Cooperative Report**—Duggan reported that the Finance Committee of the SLC have made sure that SLC investments are FDIC insured; Thanks to Gregory for attending the June 24 meeting in her place; the July SLC Board meeting will be held at the recently renovated New Baltimore Public Library; SLC has received no new information regarding their request to the State Librarian for a waiver to allow Tammy Turgeon to be Cooperative Director and SHL director concurrently.
- C. **Friends of the Troy Public Library Report**—was received and filed
- D. **Gifts— Evening Primrose Garden Club \$30**
- E. **Informational Items:** <http://sl.libcoop.net/troy/lib/eventcalendar.asp>
- F. **Visitors Comments for May**—were discussed

ADJOURNMENT

Resolution #LB-2010-06-04

Moved by Zembrzuski
Seconded by Duggan

RESOLVED, To adjourn the meeting.

Yes: 5—Gauri, Gregory, Duggan, Wheeler, Zembrzuski
No: 0

MOTION CARRIED

The Library Board meeting adjourned at 8:15 pm.

The next regular meeting of the Library Advisory Board is Thursday, September 9, 2010, at 7 pm.

Lynne Gregory, Chairman

Cathleen Russ, Recording Secretary

The Board of Zoning Appeals meeting was called to order by Chair Lambert at 7:30 p.m. on July 20, 2010, in the Council Chamber of the Troy City Hall.

1. ROLL CALL

Present:

Michael Bartnik
Glenn Clark
Kenneth Courtney
Donald L. Edmunds
William Fisher
A. Allen Kneale
David Lambert

Also Present:

R. Brent Savidant, Acting Planning Director
Christopher Forsyth, Assistant City Attorney
Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF MINUTES – June 15, 2010

Resolution # BZA 2010-07-030

Motion by Clark
Support by Edmunds

MOVED, To approve the June 15, 2010 Regular meeting minutes as printed, with the correction of two minor typographical errors on page 1.

Yes: All present (7)

MOTION CARRIED

APPROVAL OF AGENDA

Resolution # BZA 2010-07-031

Motion by Courtney
Support by Edmunds

MOVED, To place Agenda item #4 D after Agenda item #4 E.

Yes: All present (7)

MOTION CARRIED

3. RENEWALS

- A. **RENEWAL REQUEST, BOYS & GIRLS CLUB OF TROY, 3670 JOHN R** – For relief of the 4'-6" high masonry screening wall required along the east and north property lines between the parking lot and the adjacent residentially zoned property.

Mr. Savidant gave an overview of the renewal request before the Board. The item was adjourned several times since the February 16, 2010 Board of Zoning Appeals meeting to allow the Boys & Girls Club and the adjacent neighbor to the north to come to an agreement regarding site drainage. Mr. Savidant indicated Board members received, prior to the beginning of tonight's meeting, a copy of a Memorandum of Understanding signed by both parties acknowledging resolution of the drainage issue.

Mr. Clark asked (1) if the property owners to the south are satisfied with the drainage concern; and (2) if representation from the Witkowski family is present at tonight's meeting.

Mr. Savidant indicated he was not aware of any issues associated with the property owner to the south. Further, Mr. Savidant assumed there was no representation from the Witkowski family, by the indication of no hands in the audience.

Steve Toth, Executive Director of the Boys & Girls Club, and Troy resident, 2312 Niagara, was present. Mr. Toth said concerns with the property owners to the south and east were addressed and resolved. He indicated that with the support of the property owner to the north, Ms. Witkowski, the drainage issue is resolved, as well as the screening of car headlights and maintenance of the swale and landscaping. Mr. Toth acknowledged the hours volunteered by Comcast to complete the swale. He shared photographs of the completed work and indicated everything appears to be functioning well. Mr. Toth said the Boys & Girls Club has a very positive and neighborly relationship with Ms. Witkowski.

Mr. Forsyth stated the signed Memorandum of Understanding is for the Board's information only and does not need to be referenced in the Resolution.

Mr. Clark asked what remedy the property owner and/or the Board would have should Ms. Witkowski not be satisfied in the future.

Mr. Savidant replied that based on the positive relationship between the Boys & Girls Club and Ms. Witkowski, as represented by Mr. Toth this evening, any issues would be addressed by the Boys & Girls Club.

Mr. Forsyth noted that the Court system is an option should drainage become such an issue that a nuisance is created.

Resolution # BZA 2010-07-032

Motion by Courtney

Support by Clark

MOVED, To grant the Boys & Girls Club of Troy, 3670 John R, for relief of the 4'-6" high masonry screening wall required along the east and north property lines between the parking lot and the adjacent residentially zoned property, a one (1) year renewal.

Discussion on the motion on the floor.

Mr. Edmunds indicated he would vote no on the motion. He said the Engineering Department clearly stated that the swale was not necessary, and a standard renewal would have been appropriate. He commended the Boys & Girls Club for their good neighborly spirit in working out a reasonable resolution with the neighbor to the north.

Mr. Kneale questioned the construction of the swale as relates to City standards and requirements.

Mr. Savidant stated that the swale was not required by the City.

Mr. Toth addressed a memorandum from the Engineering Department stating that the City had no issues with the existing swale. He stated the Boys & Girls Club worked directly with the surveyor contracted by the Witkowski family to complete the swale work, and it is the conclusion of both parties that the completed swale is beneficial to both parties.

Vote on the motion on the floor.

Yes: Bartnik, Clark, Courtney, Lambert

No: Edmunds, Fisher, Kneale

MOTION CARRIED4. **HEARING OF CASES**

- A. **VARIANCE REQUEST, JERALD A. BOCK, 2397 VERMONT DRIVE** – In order to construct an addition to the attached garage, a 10 foot variance to the required 35 foot rear yard setback.

Mr. Savidant gave a brief report on the proposed variance with respect to its location and zoning of adjacent properties. He noted that because the home is addressed on Vermont, a variance to the rear yard setback is needed. Mr. Savidant confirmed that if the home was addressed on Milverton, the petitioner would not need a variance because the side yard setback is 50 feet. Mr. Savidant also confirmed that the property to the north is owned by the County.

The applicant, Gerald Bock, was present. Mr. Bock stated that the County purchased 80 feet of his property and removed the 10 x 14 foot barn he used for equipment storage. He indicated the garage addition would give him room to store lawn and garden equipment.

Chair Lambert noted there is no written correspondence on file.

PUBLIC HEARING OPENED

No one was present to speak.

PUBLIC HEARING CLOSED

Resolution # BZA 2010-07-033

Motion by Bartnik

Support by Fisher

MOVED, To grant the variance request.

Preliminary Findings:

- That the variance is not contrary to public interest.
- That the variance does not permit the establishment of a prohibited use within a zoning district.
- That the variance does not cause an adverse effect to properties in the immediate vicinity or zoning district.

Special Findings:

That the petitioner has one or more of the following practical difficulties:

- Conforming to the specific ordinance that was cited in the application would be unnecessarily burdensome.
- These practical difficulties result from the location and size of the property.

Yes: All present (7)

MOTION CARRIED

- B. **VARIANCE REQUEST, WILLIAM L. GUGAN, 6163 LIVERNOIS** – In order to construct an addition to the front of the house, an 8 foot variance to the required 40 foot front yard setback.

Mr. Savidant gave a brief report on the proposed variance with respect to its location and zoning of adjacent properties. He addressed the petitioner's rudimentary measurements that demonstrate his home is the furthest away from Livernois in comparison to other homes on the street. Mr. Savidant said the petitioner proposes to construct the addition that would be consistent with the existing home façade.

The applicant, William Gugan, was present. Mr. Gugan said the proposed addition is the desire of his wife who is a quilter. The addition would accommodate the space needed to place quilts on the wall during the quilting process. Mr. Gugan makes canes for a veteran program called 'Lean on Me' and the extra space would accommodate his hobby also. Mr. Gugan said he and his wife would like to put the addition on the front of the home for security and financial reasons.

PUBLIC HEARING OPENED

No one was present to speak.

PUBLIC HEARING CLOSED

Chair Lambert noted there is no written correspondence on file.

Resolution # BZA 2010-07-034

Motion by Courtney

Support by Edmunds

MOVED, To grant the variance.

Preliminary Findings:

- The variance is not contrary to public interest.
- The variance does not permit the establishment of a prohibited use within a zoning district.
- The variance does not adversely affect anyone on the street or any of the neighbors.
- The variance relates only to this parcel.

Yes: All present (7)

MOTION CARRIED

- C. **VARIANCE REQUEST, DANIEL MACLEISH, 4938 ADAMS POINTE COURT** – In order to cover an existing terrace, a 6.5 foot variance to the required 45 foot rear yard setback.

Mr. Savidant gave a brief report on the proposed variance with respect to its location and zoning of adjacent properties. He indicated the applicant submitted several elevations. Mr. Savidant addressed correspondence received from a neighbor relative to concerns with drainage, and identified the property in relation to the applicant's property.

There was discussion on the structural design of the patio in relation to the extension of the house, gutters, drains and insulation.

The petitioner, Daniel MacLeish, was present. Mr. MacLeish is the builder and developer of the Adams Pointe subdivision. He addressed in detail the drainage system installed during the development stages. Mr. MacLeish said he spoke to Mr. White about his concern of potential drainage problems and reassured him there would be no additional stormwater runoff than what runs off the patio. Mr. MacLeish addressed the intent of the applicant and their desire for a covered terrace. He shared elevations of the structure and indicated the applicant has no intention of closing in the patio because they want a breeze. He noted that the footings would go deep enough should the resident want to close it in the future.

PUBLIC HEARING OPENED

Daniel White of 4949 Valley Vista Road, Troy, was present. Mr. White said the proposed addition is very attractive and he has no problem with the structure. He addressed his concerns with the drainage. Mr. White acknowledged the professionalism of Mr. MacLeish as a builder and developer. He asked what recourse he would have should Mr. MacLeish not be able to complete the work for some unforeseen reason. Mr. White also asked if it would be appropriate to place a condition on a variance approval requiring that the existing swale and rear yard drainage configuration remains in place. He voiced concern with re-grading the property between the wall and structure.

Mr. Forsyth said the Board has the authority to attach conditions to a variance approval as long as the condition relates to the land. He indicated in this case, a condition to keep the existing drainage in place relates to the land and would be a valid condition.

Mr. MacLeish said construction would not impact the existing drainage system. He noted a permit would be required to do any type of work that would involve the City stormwater system.

PUBLIC HEARING CLOSED

Chair Lambert noted the only written correspondence on file is the letter from Daniel White.

Resolution # BZA 2010-07-035

Motion by Clark

Support by Courtney

MOVED, To grant the variance.

Preliminary Findings:

- The variance is not contrary to public interest.
- The variance does not permit the establishment of a prohibited use within a zoning district.
- The variance does not cause an adverse effect to properties in the immediate vicinity or zoning district.

Further, That the swale and berm would remain there as part of the approval for the variance.

Yes: All present (7)

MOTION CARRIED

- E. **VARIANCE REQUEST, FATHER & SON CONSTRUCTION, 2891 IOWA** – In order to construct an addition to the house, variances from the requirement that the addition be set back at least 10 feet from the detached garage, and that a portion of the detached garage be allowed in the side yard. No alterations are proposed for the garage; the addition of the house would require the garage to be moved northward, so that the entire garage is north of the proposed house addition.

Mr. Savidant gave a brief report on the proposed variance with respect to the plot plan provided by the petitioner and Sections 40.56.02 (A) and (D) of the Zoning Ordinance.

There was discussion on:

- Access to the rear of the property in a fire emergency.
- Scenario of construction of small addition on new addition and connection to existing garage. Mr. Savidant determined it would make the site more non-conforming and a side yard setback would be required.
- Unknown object on aerial photography in lower left hand corner, immediately east of second accessory building and south.

The petitioner, Kip Langley, of Father & Son Construction, was present. He said Father & Son Construction has been in Troy for 47 years. He indicated the object in the aerial photography is a deck which would be removed prior to construction. He said there is 10 feet on the one side of the home for fire access in an emergency. Mr. Langley said the homeowners would like to add on to the 800 square foot home to meet family needs. He indicated there is no room to construct an addition in the front or the side. Mr. Langley said the addition would not bother any neighbor and would have no adverse effects.

PUBLIC HEARING OPENED

No one was present to speak.

PUBLIC HEARING CLOSED

Chair Lambert noted there is one communication on file in support of the variance request.

Resolution # BZA 2010-07-036

Motion by Bartnik

Support by Courtney

MOVED, To grant the variance.

Preliminary Findings:

- The variance is not contrary to public interest.
- The variance does not permit the establishment of a prohibited use within a zoning district.
- The variance does not cause an adverse effect to properties in the immediate vicinity or zoning district.

Special Findings:

- Due to the size and location of the existing buildings that conforming would be unnecessarily burdensome and would restrict the owners in a reasonable use of their property.

Yes: All present (7)

MOTION CARRIED

- D. **VARIANCE REQUEST, BRIAN MCCALLUM FOR DETROIT MEETING ROOMS, 3586 ADAMS ROAD** – In order to reuse a single family home as a small church: 1) a variance from the requirement that the buildings be set back at last fifty (50) feet from the adjacent property lines, 2) a variance to allow parking within the front yard setbacks along Adams Road and Bolingbroke Drive, and adjacent to any land zoned for residential purposes, 3) A variance from the requirement that parking areas be screened from adjacent residential properties by a 4'6" high landscaped berm, and 4) Variances from the requirement that an 8 foot wide concrete sidewalk be provided along Adams Road, a 5 foot concrete sidewalk be provided along Bolingbroke Drive, and that 5 foot wide concrete sidewalks be provided from the public street frontage sidewalks to interior sidewalks serving parking areas and building entrances.

Mr. Savidant gave a brief history of the item, and reviewed the approval process of both the Planning Commission and Board of Zoning Appeals. Mr. Savidant identified each variance request and noted the variance request relating to required sidewalks along Adams Road and Bolingbroke is not necessary. He explained that sidewalks are off-site improvements and the petitioner must seek a waiver from the City's Traffic Committee.

Mr. Savidant said the Planning Department received numerous emails, correspondence and a signed petition in opposition of the variance request. He brought to the attention of Board members that a resident submitted to the Planning Department photographs of converted church properties located in other communities, prepared from the list of addresses provided by the applicant.

There was a brief discussion on the requirement for a berm to screen parking in terms of the existing berm, required height, required location(s) and Zoning Ordinance interpretation by City staff.

Nathan Robinson of Horizon Engineering, P.O. Box 182158, Shelby Township, was present to represent the landowner and the petitioner. Mr. Robinson gave a PowerPoint presentation detailing the following:

- Current site.
- Property use.
- Zoning regulations.
- Review process.
- Variance requests.

Mr. Robinson closed the presentation emphasizing the proposed use of the facility is minimal; two days a week and each session approximately two hours. He said the proposed location is ideal because it is on a main road. Mr. Robinson said the maximum number of people on the site per session would be 27 people; as well, the maximum number of vehicles on site per session would be 9.

Mr. Savidant verbally made a correction to one of the petitioner's PowerPoint slides (reference Review Process, Step 1) that indicated an informal meeting was held with staff and some members of Planning Commission. Mr. Savidant clarified that no members of the Planning Commission were present at that meeting.

Steve Carnwath, trustee and elder for the Detroit Meeting Rooms community, 3109 Cummings, Berkley, was present. Mr. Carnwath addressed the following items at the request of the Board members:

- Similar capital investments acquired in other communities/states for same use/purpose.
- Church bylaws require ownership of facilities; leasing not an option.
- Worldwide church organization; Christian Fellowship Brethren, aka Plymouth Brethren.
- Maintenance of properties; specifically, 1722 Eleven Mile, Berkley. Stated damage shown in photograph occurred from City construction project.
- Purchase date/closing on property. Property acquired as high bidder in auction sale. City Assessor records show property was acquired in December 2009. Board member Edmunds indicated purchase of property was misrepresented by petitioner at April 13, 2010 Planning Commission.
- Established churches locally in residential homes; Berkley, Royal Oak, Clawson.
- Familiarity with City procedure on variances and site plan approval process.
- Makeup of community church.
 - One large church and smaller group facilities.
 - Traditional family gatherings.
 - Prayer and communion schedules; days, times, group size organized by committee.
 - Trustees conduct service in informal, conservative and quiet gathering.

- Major road frontage desired for local churches; sometimes, side road.
- Number of vehicles in relation to group size; one car per family.
- Traffic circulation; ingress and egress, directional signage.
- Screening of parking; would prefer board-on-board wood fence in lieu of berm.
- Size of facility in relation to proposed use.

Mr. Bartnik addressed the size of the property in relation to the proposed use and shared concerns with parking adjacent to neighboring residential. He feels the site is too small for the particular proposed use.

Mr. Savidant explained that should the Planning Commission grant the applicant a Special Use Approval, any and all future property owners would be required to adhere to that Special Use Approval and any conditions that were placed on its approval.

PUBLIC HEARING OPENED

The following persons were present to speak. All persons spoke in opposition of the variance request.

Thomas Cook	2855 Bolingbroke, Troy
Tom Hermann	2825 Wattles, Troy
Marc Flora	2544 Lanergan, Troy
Mary Masson	2856 Lanergan, Troy
Helen Lynch	2934 Bolingbroke, Troy
Dennis McCardle	2902 Sunridge, Troy
Bill Grier	2828 Sunridge, Troy
William Lynch	797 Tennyson Downs, Bloomfield Hills
Robert Anderson	3600 Adams Road, Troy
Lillian Fenstermacher	2964 Sunridge, Troy

PUBLIC HEARING CLOSED

Mr. Courtney said he would be favorable to a church on this site, but it appears the only practical difficulty shown this evening is that the applicant bought a parcel of property not big enough for the proposed use. Mr. Courtney believes that is not grounds enough to claim practical difficulty.

Resolution # BZA 2010-07-037

Motion by Courtney

Support by Kneale

MOVED, That the variance be denied.

Preliminary Findings:

- The applicant has not shown a practical difficulty other than the fact they bought a parcel that is too small.

Discussion on the motion on the floor.

Chair Lambert asked for a definition of a hardship that a petitioner would have to demonstrate for the Board to grant a variance.

Mr. Forsyth referenced Zoning Ordinance Section 43.72.00 (C), as an example of practical difficulty. It states: “Not cause substantial adverse effect to properties in the immediate vicinity or in the zoning district.”

Chair Lambert noted a petition signed by 15 people in opposition of the variance request, as well as numerous letters and correspondence in opposition are on file.

Mr. Bartnik said that churches are clearly allowed in residential areas, and typically are located on main roads. He said this particular piece of property on Adams Road is too small for the proposed use as a church. Mr. Bartnik addressed the change in the Zoning Ordinance to require a berm in lieu of a masonry wall to screen adjacent parking areas from residential. He feels the parking and traffic from the proposed use would be adverse effects on surrounding properties.

Chair Lambert agreed. He expressed confidence that Detroit Meeting Rooms would be a good neighbor, but feels this type of facility on a small residential property requiring four variances is pushing the envelope too much. Chair Lambert noted he would be voting in favor of a denial.

Vote on the motion on the floor.

Yes: All present (7)

MOTION CARRIED

5. COMMUNICATIONS

None.

6. MISCELLANEOUS BUSINESS

Chair Lambert welcomed the new Board members, Messrs. Kneale and Fisher. He thanked Vice Chair Bartnik for serving as chair at the June regular meeting. Further, Chair Lambert thanked Members Kovacs and Kempen for their excellent service on the Board.

Mr. Forsyth gave a brief account of his service on various Boards.

7. ADJOURNMENT

The Board of Zoning Appeals meeting adjourned at 10:26 p.m.

Respectfully submitted,

David Lambert, Chair

Kathy L. Czarnecki, Recording Secretary

G:\Board of Zoning Appeals Minutes\Draft\07-20-10 BZA Meeting_Draft.doc

The Board of Zoning Appeals meeting was called to order by Chair Lambert at 7:30 p.m. on July 20, 2010, in the Council Chamber of the Troy City Hall.

1. ROLL CALL

Present:

Michael Bartnik
Glenn Clark
Kenneth Courtney
Donald L. Edmunds
William Fisher
A. Allen Kneale
David Lambert

Also Present:

R. Brent Savidant, Acting Planning Director
Christopher Forsyth, Assistant City Attorney
Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF MINUTES – June 15, 2010

Resolution # BZA 2010-07-030

Motion by Clark
Support by Edmunds

MOVED, To approve the June 15, 2010 Regular meeting minutes as printed, with the correction of two minor typographical errors on page 1.

Yes: All present (7)

MOTION CARRIED

APPROVAL OF AGENDA

Resolution # BZA 2010-07-031

Motion by Courtney
Support by Edmunds

MOVED, To place Agenda item #4 D after Agenda item #4 E.

Yes: All present (7)

MOTION CARRIED

3. RENEWALS

- A. **RENEWAL REQUEST, BOYS & GIRLS CLUB OF TROY, 3670 JOHN R** – For relief of the 4'-6" high masonry screening wall required along the east and north property lines between the parking lot and the adjacent residentially zoned property.

Mr. Savidant gave an overview of the renewal request before the Board. The item was adjourned several times since the February 16, 2010 Board of Zoning Appeals meeting to allow the Boys & Girls Club and the adjacent neighbor to the north to come to an agreement regarding site drainage. Mr. Savidant indicated Board members received, prior to the beginning of tonight's meeting, a copy of a Memorandum of Understanding signed by both parties acknowledging resolution of the drainage issue.

Mr. Clark asked (1) if the property owners to the south are satisfied with the drainage concern; and (2) if representation from the Witkowski family is present at tonight's meeting.

Mr. Savidant indicated he was not aware of any issues associated with the property owner to the south. Further, Mr. Savidant assumed there was no representation from the Witkowski family, by the indication of no hands in the audience.

Steve Toth, Executive Director of the Boys & Girls Club, and Troy resident, 2312 Niagara, was present. Mr. Toth said concerns with the property owners to the south and east were addressed and resolved. He indicated that with the support of the property owner to the north, Ms. Witkowski, the drainage issue is resolved, as well as the screening of car headlights and maintenance of the swale and landscaping. Mr. Toth acknowledged the hours volunteered by Comcast to complete the swale. He shared photographs of the completed work and indicated everything appears to be functioning well. Mr. Toth said the Boys & Girls Club has a very positive and neighborly relationship with Ms. Witkowski.

Mr. Forsyth stated the signed Memorandum of Understanding is for the Board's information only and does not need to be referenced in the Resolution.

Mr. Clark asked what remedy the property owner and/or the Board would have should Ms. Witkowski not be satisfied in the future.

Mr. Savidant replied that based on the positive relationship between the Boys & Girls Club and Ms. Witkowski, as represented by Mr. Toth this evening, any issues would be addressed by the Boys & Girls Club.

Mr. Forsyth noted that the Court system is an option should drainage become such an issue that a nuisance is created.

Resolution # BZA 2010-07-032

Motion by Courtney

Support by Clark

MOVED, To grant the Boys & Girls Club of Troy, 3670 John R, for relief of the 4'-6" high masonry screening wall required along the east and north property lines between the parking lot and the adjacent residentially zoned property, a one (1) year renewal.

Discussion on the motion on the floor.

Mr. Edmunds indicated he would vote no on the motion. He said the Engineering Department clearly stated that the swale was not necessary, and a standard renewal would have been appropriate. He commended the Boys & Girls Club for their good neighborly spirit in working out a reasonable resolution with the neighbor to the north.

Mr. Kneale questioned the construction of the swale as relates to City standards and requirements.

Mr. Savidant stated that the swale was not required by the City.

Mr. Toth addressed a memorandum from the Engineering Department stating that the City had no issues with the existing swale. He stated the Boys & Girls Club worked directly with the surveyor contracted by the Witkowski family to complete the swale work, and it is the conclusion of both parties that the completed swale is beneficial to both parties.

Vote on the motion on the floor.

Yes: Bartnik, Clark, Courtney, Lambert

No: Edmunds, Fisher, Kneale

MOTION CARRIED4. **HEARING OF CASES**

- A. **VARIANCE REQUEST, JERALD A. BOCK, 2397 VERMONT DRIVE** – In order to construct an addition to the attached garage, a 10 foot variance to the required 35 foot rear yard setback.

Mr. Savidant gave a brief report on the proposed variance with respect to its location and zoning of adjacent properties. He noted that because the home is addressed on Vermont, a variance to the rear yard setback is needed. Mr. Savidant confirmed that if the home was addressed on Milverton, the petitioner would not need a variance because the side yard setback is 50 feet. Mr. Savidant also confirmed that the property to the north is owned by the County.

The applicant, Gerald Bock, was present. Mr. Bock stated that the County purchased 80 feet of his property and removed the 10 x 14 foot barn he used for equipment storage. He indicated the garage addition would give him room to store lawn and garden equipment.

Chair Lambert noted there is no written correspondence on file.

PUBLIC HEARING OPENED

No one was present to speak.

PUBLIC HEARING CLOSED

Resolution # BZA 2010-07-033

Motion by Bartnik

Support by Fisher

MOVED, To grant the variance request.

Preliminary Findings:

- That the variance is not contrary to public interest.
- That the variance does not permit the establishment of a prohibited use within a zoning district.
- That the variance does not cause an adverse effect to properties in the immediate vicinity or zoning district.

Special Findings:

That the petitioner has one or more of the following practical difficulties:

- Conforming to the specific ordinance that was cited in the application would be unnecessarily burdensome.
- These practical difficulties result from the location and size of the property.

Yes: All present (7)

MOTION CARRIED

- B. **VARIANCE REQUEST, WILLIAM L. GUGAN, 6163 LIVERNOIS** – In order to construct an addition to the front of the house, an 8 foot variance to the required 40 foot front yard setback.

Mr. Savidant gave a brief report on the proposed variance with respect to its location and zoning of adjacent properties. He addressed the petitioner’s rudimentary measurements that demonstrate his home is the furthest away from Livernois in comparison to other homes on the street. Mr. Savidant said the petitioner proposes to construct the addition that would be consistent with the existing home façade.

The applicant, William Gugan, was present. Mr. Gugan said the proposed addition is the desire of his wife who is a quilter. The addition would accommodate the space needed to place quilts on the wall during the quilting process. Mr. Gugan makes canes for a veteran program called 'Lean on Me' and the extra space would accommodate his hobby also. Mr. Gugan said he and his wife would like to put the addition on the front of the home for security and financial reasons.

PUBLIC HEARING OPENED

No one was present to speak.

PUBLIC HEARING CLOSED

Chair Lambert noted there is no written correspondence on file.

Resolution # BZA 2010-07-034

Motion by Courtney

Support by Edmunds

MOVED, To grant the variance.

Preliminary Findings:

- The variance is not contrary to public interest.
- The variance does not permit the establishment of a prohibited use within a zoning district.
- The variance does not adversely affect anyone on the street or any of the neighbors.
- The variance relates only to this parcel.

Yes: All present (7)

MOTION CARRIED

- C. **VARIANCE REQUEST, DANIEL MACLEISH, 4938 ADAMS POINTE COURT** – In order to cover an existing terrace, a 6.5 foot variance to the required 45 foot rear yard setback.

Mr. Savidant gave a brief report on the proposed variance with respect to its location and zoning of adjacent properties. He indicated the applicant submitted several elevations. Mr. Savidant addressed correspondence received from a neighbor relative to concerns with drainage, and identified the property in relation to the applicant's property.

There was discussion on the structural design of the patio in relation to the extension of the house, gutters, drains and insulation.

The petitioner, Daniel MacLeish, was present. Mr. MacLeish is the builder and developer of the Adams Pointe subdivision. He addressed in detail the drainage system installed during the development stages. Mr. MacLeish said he spoke to Mr. White about his concern of potential drainage problems and reassured him there would be no additional stormwater runoff than what runs off the patio. Mr. MacLeish addressed the intent of the applicant and their desire for a covered terrace. He shared elevations of the structure and indicated the applicant has no intention of closing in the patio because they want a breeze. He noted that the footings would go deep enough should the resident want to close it in the future.

PUBLIC HEARING OPENED

Daniel White of 4949 Valley Vista Road, Troy, was present. Mr. White said the proposed addition is very attractive and he has no problem with the structure. He addressed his concerns with the drainage. Mr. White acknowledged the professionalism of Mr. MacLeish as a builder and developer. He asked what recourse he would have should Mr. MacLeish not be able to complete the work for some unforeseen reason. Mr. White also asked if it would be appropriate to place a condition on a variance approval requiring that the existing swale and rear yard drainage configuration remains in place. He voiced concern with re-grading the property between the wall and structure.

Mr. Forsyth said the Board has the authority to attach conditions to a variance approval as long as the condition relates to the land. He indicated in this case, a condition to keep the existing drainage in place relates to the land and would be a valid condition.

Mr. MacLeish said construction would not impact the existing drainage system. He noted a permit would be required to do any type of work that would involve the City stormwater system.

PUBLIC HEARING CLOSED

Chair Lambert noted the only written correspondence on file is the letter from Daniel White.

Resolution # BZA 2010-07-035

Motion by Clark

Support by Courtney

MOVED, To grant the variance.

Preliminary Findings:

- The variance is not contrary to public interest.
- The variance does not permit the establishment of a prohibited use within a zoning district.
- The variance does not cause an adverse effect to properties in the immediate vicinity or zoning district.

Further, That the swale and berm would remain there as part of the approval for the variance.

Yes: All present (7)

MOTION CARRIED

E. **VARIANCE REQUEST, FATHER & SON CONSTRUCTION, 2891 IOWA** – In order to construct an addition to the house, variances from the requirement that the addition be set back at least 10 feet from the detached garage, and that a portion of the detached garage be allowed in the side yard. No alterations are proposed for the garage; the addition of the house would require the garage to be moved northward, so that the entire garage is north of the proposed house addition.

Mr. Savidant gave a brief report on the proposed variance with respect to the plot plan provided by the petitioner and Sections 40.56.02 (A) and (D) of the Zoning Ordinance.

There was discussion on:

- Access to the rear of the property in a fire emergency.
- Scenario of construction of small addition on new addition and connection to existing garage. Mr. Savidant determined it would make the site more non-conforming and a side yard setback would be required.
- Unknown object on aerial photography in lower left hand corner, immediately east of second accessory building and south.

The petitioner, Kip Langley, of Father & Son Construction, was present. He said Father & Son Construction has been in Troy for 47 years. He indicated the object in the aerial photography is a deck which would be removed prior to construction. He said there is 10 feet on the one side of the home for fire access in an emergency. Mr. Langley said the homeowners would like to add on to the 800 square foot home to meet family needs. He indicated there is no room to construct an addition in the front or the side. Mr. Langley said the addition would not bother any neighbor and would have no adverse effects.

PUBLIC HEARING OPENED

No one was present to speak.

PUBLIC HEARING CLOSED

Chair Lambert noted there is one communication on file in support of the variance request.

Resolution # BZA 2010-07-036

Motion by Bartnik

Support by Courtney

MOVED, To grant the variance.*Preliminary Findings:*

- The variance is not contrary to public interest.
- The variance does not permit the establishment of a prohibited use within a zoning district.
- The variance does not cause an adverse effect to properties in the immediate vicinity or zoning district.

Special Findings:

- Due to the size and location of the existing buildings that conforming would be unnecessarily burdensome and would restrict the owners in a reasonable use of their property.

Yes: All present (7)

MOTION CARRIED

- D. **VARIANCE REQUEST, BRIAN MCCALLUM FOR DETROIT MEETING ROOMS, 3586 ADAMS ROAD** – In order to reuse a single family home as a small church: 1) a variance from the requirement that the buildings be set back at last fifty (50) feet from the adjacent property lines, 2) a variance to allow parking within the front yard setbacks along Adams Road and Bolingbroke Drive, and adjacent to any land zoned for residential purposes, 3) A variance from the requirement that parking areas be screened from adjacent residential properties by a 4'6" high landscaped berm, and 4) Variances from the requirement that an 8 foot wide concrete sidewalk be provided along Adams Road, a 5 foot concrete sidewalk be provided along Bolingbroke Drive, and that 5 foot wide concrete sidewalks be provided from the public street frontage sidewalks to interior sidewalks serving parking areas and building entrances.

Mr. Savidant gave a brief history of the item, and reviewed the approval process of both the Planning Commission and Board of Zoning Appeals. Mr. Savidant identified each variance request and noted the variance request relating to required sidewalks along Adams Road and Bolingbroke is not necessary. He explained that sidewalks are off-site improvements and the petitioner must seek a waiver from the City's Traffic Committee.

Mr. Savidant said the Planning Department received numerous emails, correspondence and a signed petition in opposition of the variance request. He brought to the attention of Board members that a resident submitted to the Planning Department photographs of converted church properties located in other communities, prepared from the list of addresses provided by the applicant.

There was a brief discussion on the requirement for a berm to screen parking in terms of the existing berm, required height, required location(s) and Zoning Ordinance interpretation by City staff.

Nathan Robinson of Horizon Engineering, P.O. Box 182158, Shelby Township, was present to represent the landowner and the petitioner. Mr. Robinson gave a PowerPoint presentation detailing the following:

- Current site.
- Property use.
- Zoning regulations.
- Review process.
- Variance requests.

Mr. Robinson closed the presentation emphasizing the proposed use of the facility is minimal; two days a week and each session approximately two hours. He said the proposed location is ideal because it is on a main road. Mr. Robinson said the maximum number of people on the site per session would be 27 people; as well, the maximum number of vehicles on site per session would be 9.

Mr. Savidant verbally made a correction to one of the petitioner's PowerPoint slides (reference Review Process, Step 1) that indicated an informal meeting was held with staff and some members of Planning Commission. Mr. Savidant clarified that no members of the Planning Commission were present at that meeting.

Steve Carnwath, trustee and elder for the Detroit Meeting Rooms community, 3109 Cummings, Berkley, was present. Mr. Carnwath addressed the following items at the request of the Board members:

- Similar capital investments acquired in other communities/states for same use/purpose.
- Church bylaws require ownership of facilities; leasing not an option.
- Worldwide church organization; Christian Fellowship Brethren, aka Plymouth Brethren.
- Maintenance of properties; specifically, 1722 Eleven Mile, Berkley. Stated damage shown in photograph occurred from City construction project.
- Purchase date/closing on property. Property acquired as high bidder in auction sale. City Assessor records show property was acquired in December 2009. Board member Edmunds indicated purchase of property was misrepresented by petitioner at April 13, 2010 Planning Commission.
- Established churches locally in residential homes; Berkley, Royal Oak, Clawson.
- Familiarity with City procedure on variances and site plan approval process.
- Makeup of community church.
 - One large church and smaller group facilities.
 - Traditional family gatherings.
 - Prayer and communion schedules; days, times, group size organized by committee.
 - Trustees conduct service in informal, conservative and quiet gathering.

- Major road frontage desired for local churches; sometimes, side road.
- Number of vehicles in relation to group size; one car per family.
- Traffic circulation; ingress and egress, directional signage.
- Screening of parking; would prefer board-on-board wood fence in lieu of berm.
- Size of facility in relation to proposed use.

Mr. Bartnik addressed the size of the property in relation to the proposed use and shared concerns with parking adjacent to neighboring residential. He feels the site is too small for the particular proposed use.

Mr. Savidant explained that should the Planning Commission grant the applicant a Special Use Approval, any and all future property owners would be required to adhere to that Special Use Approval and any conditions that were placed on its approval.

PUBLIC HEARING OPENED

The following persons were present to speak. All persons spoke in opposition of the variance request.

Thomas Cook	2855 Bolingbroke, Troy
Tom Hermann	2825 Wattles, Troy
Marc Flora	2544 Lanergan, Troy
Mary Masson	2856 Lanergan, Troy
Helen Lynch	2934 Bolingbroke, Troy
Dennis McCardle	2902 Sunridge, Troy
Bill Grier	2828 Sunridge, Troy
William Lynch	797 Tennyson Downs, Bloomfield Hills
Robert Anderson	3600 Adams Road, Troy
Lillian Fenstermacher	2964 Sunridge, Troy

PUBLIC HEARING CLOSED

Mr. Courtney said he would be favorable to a church on this site, but it appears the only practical difficulty shown this evening is that the applicant bought a parcel of property not big enough for the proposed use. Mr. Courtney believes that is not grounds enough to claim practical difficulty.

Resolution # BZA 2010-07-037

Motion by Courtney
Support by Kneale

MOVED, That the variance be denied.

Preliminary Findings:

- The applicant has not shown a practical difficulty other than the fact they bought a parcel that is too small.

Discussion on the motion on the floor.

Chair Lambert asked for a definition of a hardship that a petitioner would have to demonstrate for the Board to grant a variance.

Mr. Forsyth referenced Zoning Ordinance Section 43.72.00 (C), as an example of practical difficulty. It states: “Not cause substantial adverse effect to properties in the immediate vicinity or in the zoning district.”

Chair Lambert noted a petition signed by 15 people in opposition of the variance request, as well as numerous letters and correspondence in opposition are on file.

Mr. Bartnik said that churches are clearly allowed in residential areas, and typically are located on main roads. He said this particular piece of property on Adams Road is too small for the proposed use as a church. Mr. Bartnik addressed the change in the Zoning Ordinance to require a berm in lieu of a masonry wall to screen adjacent parking areas from residential. He feels the parking and traffic from the proposed use would be adverse effects on surrounding properties.

Chair Lambert agreed. He expressed confidence that Detroit Meeting Rooms would be a good neighbor, but feels this type of facility on a small residential property requiring four variances is pushing the envelope too much. Chair Lambert noted he would be voting in favor of a denial.

Vote on the motion on the floor.

Yes: All present (7)

MOTION CARRIED

5. COMMUNICATIONS

None.

6. MISCELLANEOUS BUSINESS

Chair Lambert welcomed the new Board members, Messrs. Kneale and Fisher. He thanked Vice Chair Bartnik for serving as chair at the June regular meeting. Further, Chair Lambert thanked Members Kovacs and Kempen for their excellent service on the Board.

Mr. Forsyth gave a brief account of his service on various Boards.

7. ADJOURNMENT

The Board of Zoning Appeals meeting adjourned at 10:26 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David Lambert", written over a horizontal line.

David Lambert, Chair

A handwritten signature in blue ink, appearing to read "Kathy L. Czarnecki", written over a horizontal line.

Kathy L. Czarnecki, Recording Secretary

LIQUOR ADVISORY COMMITTEE MINUTES – FINAL AUGUST 9, 2010

A regular meeting of the Liquor Advisory Committee was held on Monday, August 9, 2010 in the Lower Level Conference Room of Troy City Hall, 500 West Big Beaver Road. Committee member Timothy P. Payne called the meeting to order at 7:00 p.m.

Roll Call

PRESENT: W. Stan Godlewski
 Andrew Kaltsounis
 David S. Ogg
 Timothy P. Payne
 Bohdan L. Ukraineec

ABSENT: Max K. Ehlert, Chairman
 Patrick C. Hall

ALSO PRESENT: Officer James Feld
 Susan Lancaster, Assistant City Attorney
 Lauren Harden, student representative
 Pat Gladysz

Resolution to Excuse Committee Members Ehlert & Hall

Resolution #LC2010-08-019
 Moved by Kaltsounis
 Seconded by Ukraineec

RESOLVED, That the absence of Committee members Ehlert and Hall at the Liquor Advisory Committee meeting of August 9, 2010 be **EXCUSED**.

Yes: 5
 No: 0
 Absent: Ehlert, Hall

Resolution to Approve Minutes of June 14, 2010 Meeting

Resolution #LC2010-08-020
 Moved by Kaltsounis
 Seconded by Ukraineec

RESOLVED, That the Minutes of the June 14, 2010 meeting of the Liquor Advisory Committee be **APPROVED**.

Yes: 5
No: 0
Absent: Ehlert, Hall

Agenda Items

1. **San Marino Club, Inc.** requests a new SDM License to be held in conjunction with 2008 Class C Licensed Business with Sunday Sales, Dance-Entertainment Permit, Outdoor Service (1 Area), 7 Bars, located at 1685-1695 East Big Beaver, Troy, MI 48083, Oakland County {MLCC Req. #487689}. *The Tre Monti Restaurant, located behind the San Marino Club, would like to sell their patrons additional bottles of wine they may enjoy while dining.*

Present to answer questions from the Committee were Lou Zanotti, chairman of the committee to oversee restaurant operations, and Zharko Palushaj, restaurant general manager.

Mr. Zanotti and Mr. Palushaj explained to the Committee that the restaurant would like to build wine lockers for use by their regular customers. The customers would be able to purchase one or more bottles of wine, store the wine in the lockers, and enjoy them whenever they dined. The SDM license would also allow customers to purchase bottles of wine to take with them when they leave the restaurant.

Officer Feld stated that the Police Department has no objections to this request.

Resolution #LC2010-08-021
Moved by Ukrainec
Seconded by Godlewski

RESOLVED, That the Liquor Advisory Committee recommends that the request of San Marino Club, Inc. for a new SDM License to be held in conjunction with 2008 Class C Licensed Business with Sunday Sales, Dance-Entertainment Permit, Outdoor Service (1 Area), 7 Bars, located at 1685-1695 East Big Beaver, Troy, MI 48083, Oakland County be **APPROVED**.

Yes: 5
No: 0
Absent: Ehlert, Hall

Informational Items

Officer Feld updated the Committee on the following informational items:

Picano Restaurant, Inc.

This is a similar request to our Agenda item for this meeting.

Target Corporation

The wording of this request was clarified in that the SDM license is not in conjunction with their on-premise seating. The wording is taken directly from the State of Michigan paperwork.

RCSH Operations, LLC

This request is to add additional indoor seating to the restaurant.

Macy's

There will be a corporate name change.

Big Beaver Tavern

This is a request for outdoor seating.

Cameron Mitchell Restaurants, LLC

This is a request for outdoor seating.

Numan Troy, Inc.

This request will most likely be removed from our Informational Item list.

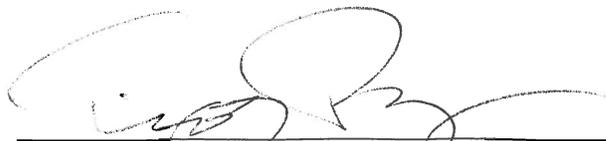
Space Station of Troy, Inc.

This request may be removed from our Informational Item list.

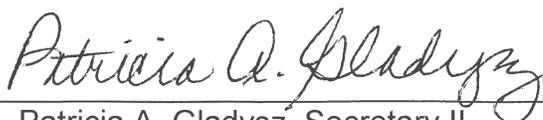
Officer Feld informed the Committee that the Police Department's Directed Patrol Unit recently performed compliance checks of all licensed establishments within the City. Four sale-to-minor violations occurred: (1) Aldi at 2967 East Big Beaver, (2) CVS at 4963 John R, (3) Lebanese Grill at 1600 Rochester Road, and (4) Red Robin at 5460 Corporate Drive.

Officer Feld also informed the Committee that Jeff Oberski, a new analyst/planner in the Police Department, has assumed some of the licensing duties.

The meeting adjourned at 7:20 p.m.



Timothy P. Payne, Committee Member



Patricia A. Gladysz, Secretary II

The Special/Study Meeting of the Troy City Planning Commission was called to order by Chair Hutson at 7:30 p.m. on August 24, 2010 in the Council Board Room of the Troy City Hall.

1. ROLL CALL

Present:

Donald Edmunds
 Michael W. Hutson
 Mark Maxwell
 Philip Sanzica
 Robert M. Schultz
 Thomas Strat
 John J. Tagle
 Lon M. Ullmann
 Mark J. Vleck (arrived 7:45 p.m.)

Also Present:

R. Brent Savidant, Acting Planning Director
 Allan Motzny, Assistant City Attorney
 Zachary Branigan, Carlisle/Wortman Associates, Inc.
 Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF AGENDA

Resolution # PC-2010-08-058

Moved by: Schultz
 Seconded by: Strat

RESOLVED, To approve the Agenda as prepared.

Yes: All present (8)
 Absent: Vleck (arrived 7:45 p.m.)

MOTION CARRIED

3. APPROVAL OF MINUTES

Resolution # PC-2010-08-059

Moved by: Sanzica
 Seconded by: Schultz

RESOLVED, To approve the minutes of the August 10, 2010 Regular meeting as prepared.

Yes: All present (8)
 Absent: Vleck (arrived 7:45 p.m.)

MOTION CARRIED

4. PUBLIC COMMENTS

There was no one present who wished to speak.

5. BOARD OF ZONING APPEALS (BZA) REPORT

Mr. Edmunds reported on the July 20, 2010 Board of Zoning Appeals (BZA) meeting.

Items addressed:

- Renewal, Boys & Girls Club, 3670 John R, granted.
- Variance, 2397 Vermont Drive, granted.
- Variance, 6163 Livernois, granted.
- Variance, 4938 Adams Pointe Court, granted.
- Variance, 2891 Iowa, granted.
- Variance, Detroit Meeting Rooms, 3586 Adams Road, denied.

6. DOWNTOWN DEVELOPMENT AUTHORITY (DDA) REPORT

Mr. Savidant reported on the August 18, 2010 Downtown Development Authority (DDA) meeting.

Items discussed:

- Big Beaver Design Guidelines, presented by Planning Consultant.
- Role of DDA with respect to current economic climate.

7. PLANNING AND ZONING REPORT

Mr. Savidant made the following meeting announcements:

- September 8, 2010 Joint Meeting with Birmingham, 7:00 p.m., Birmingham Department of Public Services.
 - 'Revised' Transit Center Preliminary Site Plan Review / Approval.
 - Site Plan available for public view in Planning Department; hard copies to be distributed to Planning Commission members next week.
- October 4, 2010 Joint Meeting with Troy City Council, immediately following Regular City Council Meeting (7:30 p.m.), Troy City Hall, Lower Level Conference Room.
 - Economic development initiatives.
 - Current business climate, including how it relates to the re-write of the Zoning Ordinance.

PRELIMINARY SITE PLAN REVIEW

8. SPECIAL USE APPROVAL AND PRELIMINARY SITE PLAN REVIEW (File Number SU 382) – Proposed The Barkshire, North of Maple, West of Crooks (1501 Temple City Drive), Section 29, Currently Zoned M-1 (Light Industrial) District

Mr. Branigan presented a summary of the revised Planning Consultant report, dated August 18, 2010. He noted the key differences between the previous plan and the recently submitted revised plan are the elimination of the five (5) parking spaces along the east façade and the addition of four (4) parking spaces in the main parking lot. Mr. Branigan noted the petitioner is requesting a parking reduction of eleven (11) spaces.

Mr. Branigan further addressed the revisions proposed with respect to liquid waste management and voiced support of the changes. He said the petitioner addressed all deficiencies noted in the original Planning Consultant report.

[Mark Vleck arrived 7:45 p.m.]

Mark Farlow of Victor Saroki & Associates, 430 N. Old Woodward, Birmingham, was present. Mr. Farlow said they met with City staff members and they are confident the revised site plan demonstrates marked improvements as relates to the parking and liquid waste management.

PUBLIC HEARING OPENED

No one was present to speak.

PUBLIC HEARING CLOSED

Mr. Ullmann said the liquid waste management proposed does not adequately address the concerns expressed by the Planning Commission. He addressed the treatment of soil and the City's high water table and clay soil. Mr. Ullmann said the two issues are nutrients and the potential for pathogens. Mr. Ullmann also addressed a concern with the bacteria buildup on the proposed AstroTurf. He expressed support of the proposal but would like to see liquid waste management handled in a more appropriate manner.

Mr. Savidant briefly compared a recently approved site plan application for Pet Suite Retreat with respect to liquid waste management. He noted that a significant amount of the waste is contained and served by the sanitary sewer by providing a covered area for the dogs prior to their release to the outdoors.

Steven Sorensen of Professional Engineering Associates, 2430 Rochester Court, Troy, was present. Mr. Sorenson addressed in detail the proposed liquid waste management, and covered the following:

- Comparison to recently approved site application for Pet Suite Retreat.
- Creation of a large septic field.
- Sand and aggregate storage for infiltration.
- Sump pump to capture layers under Astroturf; alleviate water saturation.
- Soil borings to be determined in future.
- Control of potential contamination of ground water.
- Runoff water to gravel area.

Mr. Ullmann addressed concerns with the potential to contaminate ground or surface water. He requested that the Resolution take into consideration biological concerns to eliminate contamination of ground or surface water.

Mr. Savidant confirmed that the petitioner met with the City's engineering staff and arrived at the workable solution presented on the revised site plan. He assured Planning Commission members that the Engineering Department would have the opportunity to address and correct any potential concerns at the time of Final Site Plan approval.

Mr. Sanzica expressed concerns with the volume of water in the storage area. He stated that soils must be determined and studied further for appropriate action, which could be done by the City's Engineering Department at the time of Final Site Plan approval.

Mr. Savidant suggested that the Resolution can be inclusive of engineering design considerations or conditions on approval.

Mr. Sorensen said the petitioner is agreeable to providing a relief area for the dogs, similar to Pet Suite Retreat, if that is the desire of the Planning Commission.

Resolution # PC-2010-08-

Moved by: Tagle
Seconded by: Strat

WHEREAS, The Planning Commission hereby approves a reduction in the number of required parking spaces for the proposed commercial kennel to 14 when a total of 25 spaces are required on the site based on off-street parking space requirements, as per Article XL. This 11-space reduction is justified through a comparison of parking spaces provided for similar uses in the area, as outlined in the Parking Analysis prepared by PEA. Furthermore, this reduction will allow for additional pervious surface throughout the site.

THEREFORE BE IT RESOLVED, That Special Use Approval and Preliminary Site Plan Approval for the proposed The Barkshire commercial kennel, located north of Maple, west of Crooks on 1501 Temple City Drive, Section 29, within the M-1 zoning district, be granted.

Discussion on the motion on the floor.

Mr. Vleck offered the following amendment to the motion on the floor.

Resolution # PC-2010-08-060

Moved by: Vleck

Seconded by: Strat

RESOLVED, To amend the motion on the floor to condition approval on the underground aggregate area (the drainage) will be connected to the sanitary sewer system.

Discussion on the amendment on the floor.

Mr. Sanzica said he would like to see no stormwater connected to the sanitary sewer and runoff directed away from the relief area. He suggested developing a separate stormwater system for the remainder of the site because it is illegal to drain stormwater into the sanitary storm system.

Mr. Vleck proposed to revise the amendment on the floor to include that no runoff will be directed into the aggregate infiltration area.

Mr. Strat did not support the revision to the amendment on the floor. He indicated it is the role of the City Engineering Department to address these concerns.

Vote on the amendment on the floor, as originally offered.

Yes: Strat, Ullmann, Vleck

No: Edmunds, Hutson, Maxwell, Sanzica, Schultz, Tagle

MOTION (AMENDMENT) FAILED

Mr. Vleck offered the following amendment to the motion on the floor.

Resolution # PC-2010-08-061

Moved by: Vleck

Seconded by: Ullmann

RESOLVED, To amend the motion on the floor to condition approval on the underground aggregate areas (main areas that will be used for the evacuation centers) will be connected to the sanitary sewer system and with the design recommendation that no additional runoff will be directed to the aggregate infiltration areas.

Vote on the amendment on the floor.

Yes: Edmunds, Maxwell, Sanzica, Ullmann, Vleck
 No: Hutson, Schultz, Strat, Tagle

MOTION (AMENDMENT) CARRIEDVote on the motion on the floor, as amended.**Resolution # PC-2010-08-062**

Moved by: Tagle
 Seconded by: Strat

WHEREAS, The Planning Commission hereby approves a reduction in the number of required parking spaces for the proposed commercial kennel to 14 when a total of 25 spaces are required on the site based on off-street parking space requirements, as per Article XL. This 11-space reduction is justified through a comparison of parking spaces provided for similar uses in the area, as outlined in the Parking Analysis prepared by PEA. Furthermore, this reduction will allow for additional pervious surface throughout the site.

THEREFORE BE IT RESOLVED, That Special Use Approval and Preliminary Site Plan Approval for the proposed The Barkshire commercial kennel, located north of Maple, west of Crooks on 1501 Temple City Drive, Section 29, within the M-1 zoning district, be granted, subject to the following condition:

1. That the underground aggregate areas (main areas that will be used for the evacuation centers) will be connected to the sanitary sewer system; and
2. With the design recommendation that no additional runoff will be directed to the aggregate infiltration areas.

Yes: All present (9)

MOTION CARRIED**STUDY ITEM**

9. **COMPREHENSIVE ZONING ORDINANCE REWRITE (ZOTA 236)** – Discussion with Representatives from Carlisle/Wortman Associates, Inc.

Mr. Branigan gave an overall review of the draft language for Article 20 - Form-Based Districts, addressing:

- Section 20.01 General Purpose and Intent
- Section 20.02 Applicability and Organization
- Section 20.03 Big Beaver District

Planning Commission members were encouraged to forward comments to the Planning Department for discussion at future meetings.

Topics discussed briefly were:

- User-friendly structure (categorized by use groups).
- Section 20.04 Maple Road District.
- Section 20.05 Neighborhood Nodes District.
- Use variances, in relation to Board of Zoning Appeals.
- Timetable of completion.

OTHER BUSINESS

10. PUBLIC COMMENTS – Items on Current Agenda

There was no one present who wished to speak.

11. PLANNING COMMISSION COMMENTS

Mr. Ullmann addressed stormwater management for proposed dog kennels.

Mr. Savidant read Section 501 (5) of the Zoning Enabling Act, to address an earlier discussion on site plan approval.

Mr. Motzny addressed authority guidelines given to various Planning Commissions with respect to site plan approval.

ADJOURN

The Special/Study Meeting of the Planning Commission adjourned at 9:20 p.m.

Respectfully submitted,



Michael W. Hutson, Chair



Kathy L. Czarnecki, Recording Secretary

**SPECIAL JOINT MEETING OF THE CITY OF BIRMINGHAM
PLANNING BOARD AND CITY OF TROY PLANNING COMMISSION
ACTION ITEMS OF SEPTEMBER 8, 2010**

Item	Page
PRELIMINARY SITE PLAN REVIEW	
<p>1. Construction of Amtrak platform, public plaza, parking, pedestrian tunnel and sidewalks to access the rail platform in Birmingham and to link to the Transit Center building in Troy</p>	2
<p>Motion by Mr. Williams Seconded by Mr. DeWeese on behalf of the Birmingham Planning Board to grant Preliminary Site Plan Approval as requested for the proposed Troy/Birmingham Intermodal Transit Facility with respect to property located within the City of Birmingham, including that portion of the property which comprises the tunnel between Troy and Birmingham.</p>	8
<p>Motion carried, 6-0.</p>	8
<p>2. 1251 Doyle Drive, Troy, MI: Construction of multi-modal transit center, parking facility, pedestrian tunnel and sidewalks to access the rail platform in Birmingham and to link to the platform in Birmingham</p>	
<p>Motion by Mr. Schultz Seconded by Mr. Hutson that the Troy Planning Commission recommends to the City Council Preliminary Site Plan Approval as requested for the proposed Troy/Birmingham Intermodal Transit Facility located south of Maple Rd. and west of Coolidge in Section 31 within the M-1 Zoning District and controlled by Consent Judgment be granted.</p>	
<p>Motion withdrawn.</p>	
<p>Amended by Mr. Edmunds Seconded by Mr. Tagle that the previous (withdrawn) resolution be granted subject to the following design considerations:</p>	8
<p>1. Prior to final approval, conduct a design workshop with members of the Planning Commission, the Planning Board, the Hubbell, Roth & Clark team and staff from the Cities of Birmingham and Troy. The goal of the workshop would be to discuss and incorporate further design enhancements into the plans for improved aesthetics and functionality of the project. In general, the enhancements will address:</p>	
<p>➤ Building façade articulation to create a greater visual</p>	

Item	Page
<p>interest;</p> <ul style="list-style-type: none">➤ A more identifiable building entrance;➤ Enhancing the sense of arrival by focusing on a major point of interest;➤ Establishing visual interest with human-scale elements at the building;➤ Creating transitional features between the building, the ground plane and retaining wall; and➤ Offering additional, cost effective, sustainable design features. <p>The workshop shall be scheduled so that the results of the workshop can be a part of what is presented to the Troy City Council and Birmingham’s Planning Board for Final Site Plan Approvals.</p> <p>2. The project shall be developed so that the construction cost does not exceed the approved funding amount.</p>	<p>8</p>
<p>Motion carried, 4-3.</p>	<p>9</p>

**SPECIAL JOINT MEETING OF THE CITY OF BIRMINGHAM
PLANNING BOARD AND CITY OF TROY PLANNING COMMISSION
WEDNESDAY, SEPTEMBER 8, 2010**

Conference Room, Department of Public Services Building
851 S. Eton, Birmingham, Michigan

Minutes of the special joint meeting of the Birmingham Planning Board and Troy Planning Commission held September 8, 2010. Birmingham Chairman Robin Boyle convened the meeting at 7:01 p.m.

Birmingham Planning Board

Present: Chairman Robin Boyle; Board Members Scott Clein, Carroll DeWeese, Bert Koseck, Gillian Lazar, Bryan Williams; Student Representative Aaron Walden

Absent: Board Member Janelle Whipple-Boyce

Birmingham Administration: Matthew Baka, Planning Intern
Jana Ecker, Planning Director
Carole Salutes, Recording Secretary

Troy Planning Commission

Present: Chairman Michael Hutson; Commission Members Donald Edmunds, Mark Maxwell, Robert Schultz, Thomas Strat, John Tagle, Lon Ullmann

Absent: Commission Members Philip Sanzica, Mark Vleck

Troy Administration: Mark Miller, Acting City Manager/ Economic Development Services
Christopher Forsyth, Asst. City Attorney
Brent Savidant, Acting Planning Director
Steve Vandette, City Engineer

Also Present

Walter Alix, Hubbell, Roth & Clark
Sally Elmiger, Carlisle/Wortmen Associates, Inc.
Jim Epping, JEP Partners
Michael MacDonald, Hubbell, Roth & Clark
James Surhigh, Hubbell, Roth & Clark
Larry Ancypa, Hubbell, Roth & Clark

09-151-10

CHAIRPERSON'S COMMENTS AND INTRODUCTION OF GUESTS

Chairman Boyle explained this joint meeting is only a part of the process of approving a multi-modal transit center. The plan will eventually move forward to the councils in Birmingham and Troy for their final approval. He went on to welcome members of the public including students from Wayne State University.

09-152-10

REVIEW AND APPROVAL OF THE MINUTES OF THE JOINT MEETING OF JULY 14, 2010

Mr. Williams:

Page 6 - First partial paragraph, last sentence should read that they do have "consent" of the property owners rather than "control."

REVIEW AND APPROVAL OF THE MINUTES OF THE JOINT MEETING OF JULY 27, 2010

Mr. Schultz:

Page 2 - Ms. Quincey's name is misspelled.

Mr. Walden:

Page 1 - He was marked as present when he was not.

Motion by Mr. Schultz

Seconded by Mr. Williams to approve the Minutes of July 14 and July 27, 2010.

Motion carried, all were in favor.

09-153-10

REVIEW AND APPROVAL OF THE AGENDA (no changes)

09-154-10

MEETING OPEN TO THE PUBLIC FOR ITEMS NOT ON THE AGENDA (no one spoke)

09-155-10

PRELIMINARY SITE PLAN REVIEW

1. Construction of Amtrak platform, public plaza, parking, pedestrian tunnel and sidewalks to access the rail platform in Birmingham and to link to the Transit Center building in Troy

Property within Birmingham:

(A) PROPOSED NORTHERN APPENDAGE PARCEL, TO BE SPLIT OFF OF THE BIRMINGHAM SCHOOL PROPERTY AND PURCHASED BY CITY. (AS SURVEYED)

PART OF LOT 164, BIRMINGHAM GARDENS, AS RECORDED IN LIBER 31 ON PAGE 38 OF PLATS, OAKLAND COUNTY RECORDS, AND ALSO PART OF THE NORTHEAST ¼ OF SECTION 31, TOWN 2 NORTH, RANGE 11 EAST, CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NORTH ¼ CORNER OF SAID SECTION 31; THENCE S. 01° 59' 10" W. 701.82 FEET; THENCE S 88° 11' 20" E. 36.00 FEET TO THE NORTHWEST CORNER OF LOT 1 OF "ASSESSOR'S PLAT NO. 28, BEING A REPLAT OF PART OF LOT 169 OF BIRMINGHAM GARDENS AND A PLAT OF PART OF THE N.E. ¼ OF SECTION 31, T.2N., R.11E., CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN", LIBER 43, PAGE 50, OAKLAND COUNTY RECORDS; THENCE S. 01° 59' 10" W. 1,278.38 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF ETON ROAD (WIDTH VARIES) TO A POINT AT THE NORTHEAST INTERSECTION OF SAID ETON ROAD AND HOLLAND AVENUE (50 FEET WIDE),

ALSO BEING THE SOUTHWEST CORNER OF LOT 9 OF SAID ASSESSOR'S PLAT NO. 28; THENCE S. 88° 15' 29" E. 604.19 FEET ALONG THE NORTH RIGHT OF WAY LINE OF HOLLAND AVENUE TO THE SOUTHEAST CORNER OF LOT 9 OF SAID ASSESSOR'S PLAT NO. 28; THENCE N. 01° 53' 01" E. 621.11 FEET TO THE NORTHEAST CORNER OF LOT 1 OF SAID ASSESSOR'S PLAT NO. 28, SAID POINT ALSO BEING A CORNER OF ETON STREET STATION II CONDOMINIUM PLAN NO. 1678, LIBER 34405, PAGE 578 - 665, OAKLAND COUNTY RECORDS; THENCE ALONG THE PERIMETER OF SAID ETON STREET STATION II FOR TWO (2) COURSES: 1). 44.04 FEET ALONG A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 22,661.83 FEET, A CENTRAL ANGLE OF 00° 06' 41", A CHORD LENGTH OF 44.04 FEET AND A CHORD BEARING OF N. 31° 39' 31" W.; 2). N. 58° 13' 52" E. 99.79 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING A CORNER OF SAID ETON STREET STATION II; THENCE ALONG THE PERIMETER OF SAID ETON STREET STATION II FOR FOUR (4) COURSES: 1). N. 31° 31' 34" W. 80.22 FEET, 2). N. 57° 32' 30" E. 52.11 FEET; 3). N. 11° 54' 39" W. 114.49 FEET; 4) N. 19° 00' 45" W. 116.00 FEET TO A POINT ON THE RIGHT-OF-WAY LINE OF GRAND TRUNK WESTERN RAILROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE S. 30° 43' 58" E. 304.96 FEET; THENCE S. 59° 24' 46" W. 57.75 FEET; THENCE S. 60° 25' 16" W. 53.74 FEET TO THE POINT OF BEGINNING. CONTAINING 15,111 SQUARE FEET OR 0.35 ACRES, MORE OR LESS

(B) PROPOSED SOUTHERN APPENDAGE PARCEL TO BE SPLIT OFF OF THE BIRMINGHAM SCHOOL PROPERTY AND PURCHASED BY CITY. (AS SURVEYED)

A PARCEL OF LAND LOCATED IN THE NORTHEAST ¼ OF SECTION 31, TOWN 2 NORTH, RANGE 11 EAST, CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NORTH ¼ CORNER OF SAID SECTION 31; THENCE S. 01° 59' 10" W. 701.82 FEET; THENCE S 88° 11' 20" E. 36.00 FEET TO THE NORTHWEST CORNER OF LOT 1 OF "ASSESSOR'S PLAT NO. 28 BEING A REPLAT OF PART OF LOT 169 OF BIRMINGHAM GARDENS AND A PLAT OF PART OF THE N.E. ¼ OF SECTION 31, T.2N., R.77 E., CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN", LIBER 43 PAGE 50, OAKLAND COUNTY RECORDS; THENCE S. 01° 59' 10" W. 1,278.38 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF ETON ROAD (WIDTH VARIES) TO A POINT AT THE INTERSECTION SAID ETON ROAD AND HOLLAND AVENUE (50 FEET WIDE), SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 9 OF SAID ASSESSOR'S PLAT NO. 28; THENCE S. 88° 15' 29" E. 604.19 FEET TO THE SOUTHEAST CORNER OF LOT 9 OF SAID ASSESSOR'S PLAT NO. 28; THENCE S. 02° 29' 25" W. 16.90 FEET; THENCE S. 87° 53' 30" E. 396.57 FEET ALONG THE NORTH LINE OF "ASSESSOR'S PLAT NO. 28-B, BEING A REPLAT OF LOTS 11 & 12 OF ASSESSOR'S PLAT NO. 28, BEING A REPLAT OF PART OF LOT 169 OF BIRMINGHAM GARDENS AND A PLAT OF PART OF THE NE. 1/4 OF SECTION 31, T.2N., R.77 E., CITY OF BIRMINGHAM, OAKLAND COUNTY MICHIGAN," LIBER 64, PAGE 10, OAKLAND COUNTY RECORDS, TO THE POINT OF BEGINNING; THENCE N. 15° 59' 00" E 117.21 FEET; THENCE S. 18° 59' 54" EAST 182.57 FEET; THENCE ALONG A CURVE TO THE LEFT 239.09

FEET, SAID CURVE HAVING A RADIUS OF 1,564.10 FEET, A CENTRAL ANGLE OF 08° 45' 30"; A CHORD LENGTH OF 238.86 FEET AND A CHORD BEARING OF S. 23° 22' 39" E.; THENCE S. 27° 47' 20" E. 218.21 FEET; THENCE N. 67° 00' 00" W. 47.75 FEET; THENCE ALONG A CURVE TO THE LEFT 515.19 FEET, SAID CURVE HAVING A RADIUS OF 22,661.83 FEET, A CENTRAL ANGLE OF 01° 18' 09" A CHORD LENGTH OF 515.17 FEET AND A CHORD BEARING OF N. 28° 18' 13" W. TO THE POINT OF BEGINNING, SAID CURVE ALSO BEING THE EASTERLY LINE OF LOT 1 OF SAID ASSESSOR'S PLAT NO. 28-B. CONTAINING 23,605 SQUARE FEET OR 0.54 ACRES, MORE OR LESS

**(C) PARENT PARCEL 2 PER TITLE INFORMATION REPORT S-378832-1-125 SU
(EDGEMERE ENTERPRISES' PROPERTY) PARCEL ID NO. 20-31-203-024**

A PART OF THE NORTHEAST ¼ OF SECTION 31, TOWN 2 NORTH, RANGE 11 EAST, IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT A POINT ON THE NORTH LINE OF SAID SECTION 31; THENCE NORTH 88 DEGREES 12 MINUTES 00 SECONDS WEST, ALONG SAID NORTH SECTION LINE TO THE NORTH ¼ CORNER OF SAID SECTION; THENCE SOUTH 31 DEGREES 18 MINUTES 02 SECONDS EAST 1442.06 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY LINE OF THE GRAND TRUNK WESTERN RAILROAD THE FOLLOWING TWO COURSES BEING ALONG THE WESTERLY LINE OF SAID RAILROAD; 1) SOUTH 30 DEGREES 34 MINUTES 07 SECONDS EAST 416.60 FEET; AND 2) SOUTH 28 DEGREES 10 MINUTES 17 SECONDS EAST 385.25 FEET; THENCE SOUTH 62 DEGREES 42 MINUTES 03 SECONDS WEST 134.00 FEET; THENCE NORTH 18 DEGREES 59 MINUTES 17 SECONDS WEST 272.01 FEET; THENCE ALONG A CURVE TO THE LEFT 403.53 FEET, SAID CURVE HAVING A RADIUS OF 1907.31 FEET, CENTRAL ANGLE OF 12 DEGREES 07 MINUTES 20 SECONDS AND LONG CHORD BEARING OF NORTH 25 DEGREES 02 MINUTES 57 SECONDS WEST 402.78 FEET; THENCE NORTH 31 DEGREES 06 MINUTES 37 SECONDS WEST, 126.48 FEET; THENCE NORTH 59 DEGREES 25 MINUTES 23 SECONDS EAST 57.75 FEET TO THE POINT OF BEGINNING.

Ms. Ecker highlighted what has gone on since the last couple of meetings. There was consensus both on the part of the Birmingham Planning Board and the Troy Planning Commission primarily with regard to where the building would be situated and whether there would be elevators. Further, a consensus building exercise had determined a number of other elements. Therefore, staffs from both cities have been meeting extensively with the design team since July 27 and they have re-designed the entire building and the entire site based on the comments that were heard from both boards.

They are looking to have the whole project wrapped up within the next two to three months in order to have it finalized concurrent with the Federal Railroad Administration's process.

Once everyone around the table is in agreement on the plans, the numbers will be run and a cost estimate presented.

Mr. Michael MacDonald reiterated some of the major points that were determined during the consensus building exercise as well as in the Vision Statement:

- Revise the building exterior using traditional materials;
- Take a fresh look at how the building was laid out;
- Incorporate elevators into the building on the Troy side;
- No elevators to be incorporated into the Birmingham side of the project;
- Revise the vertical element at the building entrance;

- Revise the platform shelter and canopy so it is more substantial and respects the building materials and roof design;
- Plaza area should compliment the building.

Mr. MacDonald went through slides of the site vicinity map and showed photographs taken from different vantage points.

Mr. Larry Ancypa started out by saying that the design team comprised of the City of Troy, the City of Birmingham and the technical people from HRC, CWA, and JEP are all excited and proud of the new drawings that they have put together.

Key points included in the Vision Statement were:

- Project should have high visibility;
- Consideration for future development;
- The facility should respect the surrounding neighbors;
- Security is of prime importance centering on the decision that the facility will be un-manned;
- Materials need to be vandal resistant and supportive of the project identity;
- Users should understand how to circulate through the site;
- The canopy should visually link both sides of the rail as one comprehensive site.

The Troy/Birmingham facility is currently classified as a small facility with ridership exceeding 10,000 per year. This should grow to a medium size station by the year 2027 with more than 50,000 riders.

Mr. Ancypa went on to describe significant improvements that have been made to the facility:

- A vestibule was incorporated in the northwest corner to allow the use of the elevator if the main portion of the building is locked;
- The main entrance now has a larger vestibule;
- Additional seating has been added along the north wall;
- A second kiosk was moved to the southwest corner of the building;
- North, east and west elevations better reflect compatibility with the surroundings;
- Contemporary style, but use of the materials captures a traditional feeling.

Mr. Ancypa explained that Leadership in Energy and Environmental Design (“LEED”) is an internationally recognized green building certification program. Buildings can qualify for four levels of certification: Basic, Silver, Gold, or Platinum. The Intermodal Transit Project has chosen to achieve the Silver Certification level. Some of the main items that the design team has selected are:

- Green roof;
- Storm water management;
- Rain water harvesting;
- Geothermal for the HVAC;
- LED lighting;
- Regional materials;
- Recycled materials.

The cost was the determining factor in the selection of the LEED features. LEED and sustainability elements cost more initial dollars to implement than traditional building methods. However, over the life of the structure the sustainable building methods can save significant operation and maintenance dollars and return their initial cost in some cases many times over.

Mr. Ancypa advised that the platform and canopy carry through the same brick, limestone, glass and sloped roof theme established by the building. This allows for linking of the Birmingham side to the Troy side so the overall facility is seen as one development as originally stated in the Vision Statement. A cross-section of the site illustrates the massing and how everything fits together on the site.

Mr. James Surhigh went over the site plans for each side of the railroad tracks. He showed slides that described parking including electric vehicle plug-in stations, accessibility, circulation, sheltered bus drop-off areas, the pedestrian tunnel, train platform, heated sidewalks for snow melt, distances, green site design elements, retaining wall elevations, elevator entrance, site lighting with LED fixtures, and the site photometrics.

Ms. Sally Elmiger illustrated the site amenities/landscaping. On the Troy side, the plaza incorporates a hardscape compass that will utilize a focal piece of artwork to create an arrival zone and gathering area. The amount of landscaping on the site has been reduced, thereby decreasing the cost to install it and to maintain it. The plant materials were shown and they will provide four seasons of interest. Paving patterns point the pedestrians to use the cross-walks across Doyle Dr. Locations for benches and receptacles were described. These site furnishings will be Michigan made. The bus shelters that are proposed are very similar to the bus shelters in Birmingham, but will have a different finish. They will be located at the spot where busses will actually be opening their doors.

A compass is also featured on the Birmingham side. An overlook provides a beefy element. The retaining wall creates a nice weight to the canopy on the Birmingham side and it discourages people from walking through the landscaping. The retaining wall will be concrete that is stamped and colored. Covered bike racks are provided and there is a location for artwork that is a focal point to the entrance.

Mr. Williams requested that the video of this hearing be kept in perpetuity in case of a dispute as to what was said or not said.

Ms. Lazar received confirmation that there will be a bike path along Doyle Dr. and that traffic calming measures along Doyle Dr. will include raised crosswalks, contrasting pavement and signage along the road to warn drivers that there are pedestrians in the area. Space on both sides of the tracks for ticket purchase is envisioned.

Mr. Surhigh specified that all the changes they have made will bring the cost down. Mr. Ullmann said it is really important that they not exceed Federal and State grants that are already in place.

Mr. Koseck complimented the design team on an incredibly great job. The retaining walls and landscape walls match the building and help to tie everything together. He commented on the plans as follows:

- Shift the building slightly to the east so it does not focus on a loading dock;
- Sidewalk along the back of the building could be eliminated. Mr. Surhigh indicated that it serves as an emergency ingress/egress path.
- Bike rack is almost directly across from the loading dock. He would rather see the view to that area buffered by shifting two deciduous trees from another part of the site.
- Two pairs of entry doors are close to one another. Eliminate one.
- Placement of the bench against the glass wall hinders visibility into the building. Also, the window sill could be lowered so people can look out.
- Extend the metal canopy out further to cover the sidewalk and offer protection.
- He misses the tower element because it delineates the destination.
- Consider brick rather than stamped concrete for the retaining walls. Brick used on the building should be dense and not porous.

Mr. Strat voiced his concern about the slope of the roof and the inability to see the green roof from the tracks. He would rather have seen a flat roof. Mr. Ancypa indicated one of the reasons for the sloped roof is so they could put the elevator inside. Mr. Strat also thought the Kroger dumpster should be screened off. He agreed with the idea of removing the walkway at the rear of the building.

Mr. Tagle commended the design team for listening so well to the comments from the last meeting. Design is a process that needs continued refinement and good architecture is made from that.

Chairman Boyle took discussion from the public at 8:45 p.m.

Ms. Dorothy Conrad from Birmingham received confirmation that the tunnel is always open. Ms. Ecker explained the access from Crosswinds to the Birmingham platform for her. Mr. Surhigh said they anticipate that an emergency phone and security cameras monitored by the police stations will be located on the platform. Ms. Conrad asked the design team to take a look at the dangerous pedestrian crossing at Doyle Dr. and Maple Rd.

Ms. Michelle Hodges who spoke to represent the Troy Chamber of Commerce reiterated their gratitude to the group for continuing to keep the process moving forward. The business community feels strongly that this is an important part of the solution in maintaining economic viability and they will continue their support for the process.

Ms. Denna Kelly from Detroit noticed there is very limited bicycle parking in the plans. The bicycle parking that was shown doesn't accommodate a U-lock which is preferred by most bicyclists. She asked if there are plans for bike lockers. Mr. Surhigh said the proposed bike rack and its use can be modified as they go forward to final design. He described the covered bike racks that are proposed and indicated there is room to add

more racks in the future. Currently there are 12 bike racks on the Troy side and 6 on the Birmingham side. Ms. Kelly thought they looked like short-term racks that leave bicycles susceptible to the elements.

Ms. Alice Thimm from Birmingham received confirmation that the distance from the Troy parking lot to the platform is 900 ft.

Discussion of the Birmingham side of the tracks

Chairman Boyle explained this is a Preliminary Site Plan Review. After that there will be a Final Site Plan Review. Then the plan will go to the Birmingham City Commission who will have the final say after the bidding process and contract award.

Mr. Miller noted that the Troy Planning Commission will be invited to the Final Site Plan Review. Mr. Savidant advised that tonight's decision by the Troy Planning Commission will move forward to the Troy City Council for Preliminary Site Plan Approval. Final Site Plan Approval in Troy is administrative.

Chairman Boyle noted that as they go forward through the process there is opportunity to pick up some of the points that have been made. Mr. Schultz added that considerations can be applied to the motions. Chairman Boyle thanked the staff and the consultants for listening to the public and giving them what was asked for.

Motion by Mr. Williams

Seconded by Mr. DeWeese on behalf of the Birmingham Planning Board to grant Preliminary Site Plan Approval as requested for the proposed Troy/Birmingham Intermodal Transit Facility with respect to property located within the City of Birmingham, including that portion of the property which comprises the tunnel between Troy and Birmingham.

There were no comments from members of the public at 9:01 p.m.

Motion carried, 6-0.

ROLLCALL VOTE:

Yeas: Williams, DeWeese, Boyle, Clein, Lazar, Koseck

Nays: None

Absent: Whipple-Boyce

Discussion of the Troy side of the tracks

Motion by Mr. Schultz

Seconded by Mr. Hutson that the Troy Planning Commission recommends to the City Council Preliminary Site Plan Approval as requested for the proposed Troy/Birmingham Intermodal Transit Facility located south of Maple Rd. and west of Coolidge in Section 31 within the M-1 Zoning District and controlled by Consent Judgment be granted.

Amended by Mr. Edmunds

Seconded by Mr. Tagle that the previous resolution be granted subject to the following design considerations:

- 1. Prior to final approval, conduct a design workshop with members of the Planning Commission, the Planning Board, the Hubbell, Roth & Clark team and staff from the Cities of Birmingham and Troy. The goal of the workshop would be to discuss and incorporate further design enhancements into the plans for improved aesthetics and functionality of the project. In general, the enhancements will address:**
 - **Building façade articulation to create a greater visual interest;**
 - **A more identifiable building entrance;**
 - **Enhancing the sense of arrival by focusing on a major point of interest;**
 - **Establishing visual interest with human-scale elements at the building;**
 - **Creating transitional features between the building, the ground plane and retaining wall; and**
 - **Offering additional, cost effective, sustainable design features.**

The workshop shall be scheduled so that the results of the workshop can be a part of what is presented to the Troy City Council and Birmingham’s Planning Board for Final Site Plan Approvals.

- 2. The project shall be developed so that the construction cost does not exceed the approved funding amount.**

Mr. Edmunds confirmed that the results of the workshop would be presented to City Council before their final action on it.

Mr. Schultz withdrew his original motion and Mr. Hutson withdrew his second to that motion.

Mr. Hutson said City Council won’t take this up unless they overrule their recommendations. He would like to get it there immediately without having a workshop that would delay the process.

Vote on the amendment now considered to be the main motion:

Motion carried, 4-3.

ROLLCALL VOTE:

Yeas: Ullmann, Tagle, Edmunds, Strat

Nays: Hutson, Maxwell, Schultz

Absent: Sanzica, Vleck

Mr. Forsyth confirmed by looking at the Planning Commission Bylaws, Article 4, Section 7, that a majority of those present at a meeting shall be necessary for those matters in which the Planning Commission serves in an advisory capacity, thus the motion passes.

09-156-10

MEETING OPEN TO THE PUBLIC FOR ITEMS ON THE AGENDA (no one spoke)

09-157-10

ADJOURNMENT

No further business being evident, meeting adjourned at 9:15 p.m.

Respectfully submitted,

Jana Ecker
Planning Director
City of Birmingham

Brent Savidant
Acting Planning Director
City of Troy

A regular meeting of the Liquor Advisory Committee was held on Monday, September 13, 2010 in the Lower Level Room of Troy City Hall, 500 West Big Beaver Road. Chairman Max K. Ehlert called the meeting to order at 6:58 p.m.

Roll Call

PRESENT: Max K. Ehlert, Chairman
W. Stan Godlewski
Patrick C. Hall
Andrew Kaltsounis
Bohdan L. Ukraineec

ABSENT: David S. Ogg
Timothy P. Payne

ALSO PRESENT: Officer James Feld
Susan Lancaster, Assistant City Attorney
Dane Lepola, student representative
Pat Gladysz

Resolution to Excuse Committee Members Ogg & Payne

Resolution #LC2010-09-022
Moved by Hall
Seconded by Ukraineec

RESOLVED, That the absence of Committee members Ogg & Payne at the Liquor Advisory Committee meeting of September 13, 2010 be **EXCUSED**.

Yes: 5
No: 0
Absent: Ogg, Payne

Resolution to Approve Minutes of August 9, 2010 Meeting

Resolution #LC2010-09-023
Moved by Hall
Seconded by Ukraineec

RESOLVED, That the Minutes of the August 9, 2010 meeting of the Liquor Advisory Committee be **APPROVED**.

Yes: 5
No: 0
Absent: Ogg, Payne

Agenda Items

1. **Marico, Inc.** , 645 East Big Beaver Road Troy, MI 48083 (*Big Beaver Tavern*) requests New Outdoor Service (1 Area) to be held in conjunction with 2010 Class C Licensed Business with Dance Permit, Entertainment Without Dressing Rooms, and 2 Bars {MLCC Req. #565601}.

Present to answer questions from the Committee was Mark Larco. Mr. Larco explained to the Committee that a fenced outdoor patio has been constructed on the west side of the building. The area will seat 25-30 patrons and will be serviced by the interior bar.

Officer Feld advised the Committee that there was no research that determined that this request should not be approved.

Resolution #LC2010-09-024
Moved by Kaltsounis
Seconded by Ukrainec

RESOLVED, That the Liquor Advisory Committee recommends that the request of Marico, Inc., 645 East Big Beaver Road Troy, MI 48083 (*Big Beaver Tavern*) for a New Outdoor Service (1 Area) to be held in conjunction with 2010 Class C Licensed Business with Dance Permit, Entertainment Without Dressing Rooms, and 2 Bars be **APPROVED**.

Yes: 5
No: 0
Absent: Ogg, Payne

Informational Items

Officer Feld advised the Committee on the following:

Quantity of Class C/SDM Licenses in Troy

- 58 Class C
- 9 Class C/Resort
- 3 Class B/Hotel
- 27 Class C/SDM

Violations at CVS

The following is a violation history for sales to minors at 4963 John R:

- 07/19/10
- 02/21/08
- 05/03/07
- 07/25/00

Directed Patrol Unit Decoy Operation

The Police Department's Directed Patrol Unit recently performed compliance checks of licensed establishments within the City. Three sale-to-minor violations occurred: (1) Kroger at 1237 North Coolidge Highway; (2) Camp Ticonderoga at 5725 Rochester Road; and (3) Mr. B's at 3946 Rochester Road.

Inventory Verification

It has not been decided who in the City will conduct \$250,000 inventory verification on retail establishments with SDM licenses. Also, the frequency of these inspections has not been determined. Assistant City Attorney Lancaster stated she will check with the Building Department as to their involvement.

Smoker's Express

City Council accepted the Liquor Advisory Committee's recommendation and denied the applicant's request for an SDM license. The applicant indicated he will appeal to the MLCC.

Numan Troy, Inc.

This business indicates it is still interested in pursuing the SDM license.

Space Station of Troy, Inc.

This business indicates it is still interested in pursuing the SDM license.

Square Lake Diner, LLC

This business has purchased a liquor license from Pontiac.

Simbad, Inc.

This business is changing the hours of food service.

Mr. Bootleg Pizza, Inc.

This was merely a paperwork issue and the matter has been resolved.

Embassy Suites

MLCC Hearing is scheduled for 09/20/10 at 11:00 a.m. at the Sterling Heights Civic Center, 40555 Utica Road, Sterling Heights for the disturbance on 12/31/09.

Capital Grille

This business is requesting an outdoor service area.

Additional Items

October Meeting

There was a brief discussion regarding scheduling next month's meeting for October 4, 2010 instead of October 11, 2010.

Resolution #LC2010-09-025

Moved by Ehlert

Seconded by Hall

RESOLVED, That the Liquor Advisory Committee meeting be scheduled for October 4, 2010 instead of October 11, 2010 and this change is **APPROVED**.

Yes: 5

No: 0

Absent: Ogg, Payne

Assistant City Attorney Lancaster advised the Committee that research was done after a clothing store at the Somerset Collection was observed serving champagne to their customers. Ms. Lancaster stated that our City criminal ordinance prohibits serving alcohol in a public place. The alcohol service would be allowed if the business was closed for a private event. Officer Feld stated he planned to visit the store and inform them of the City ordinance.

The meeting adjourned at 7:25 p.m.

Max K. Ehlert, Chairman

Patricia A. Gladysz, Secretary II

The Regular Meeting of the Troy City Planning Commission was called to order by Chair Hutson at 7:30 p.m. on September 14, 2010, in the Council Chamber of the Troy City Hall.

1. ROLL CALL

Present:

Donald Edmunds
Michael W. Hutson
Mark Maxwell
Philip Sanzica
Robert 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
Zachary Branigan, Carlisle/Wortman Associates, Inc.
Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF AGENDA

Resolution # PC-2010-09-063

Moved by: Schultz
Seconded by: Ullmann

RESOLVED, To approve the Agenda as prepared.

Yes: All present (8)
Absent: Vleck

MOTION CARRIED

3. APPROVAL OF MINUTES

Resolution # PC-2010-09-064

Moved by: Edmunds
Seconded by: Sanzica

RESOLVED, To approve the minutes of the August 24, 2010 Special/Study meeting as prepared.

Yes: All present (8)
Absent: Vleck

MOTION CARRIED

4. PUBLIC COMMENTS – Items not on the Agenda

There was no one present who wished to speak.

PRELIMINARY SITE PLAN REVIEW

5. PRELIMINARY SITE PLAN REVIEW (File Number SP 964) – Proposed Walmart Store Expansion, South of Maple and West of Crooks (2001 W. Maple Road), Section 32, Currently Zoned M-1 (Light Industrial) District (Consent Judgment)

Mr. Savidant apologized to members that hard copies of the site plan were not delivered to the members prior to the meeting.

Mr. Branigan presented a summary of the Planning Consultant report on the proposed Preliminary Site Plan application. He addressed:

- Site and façade improvements.
- Building additions.
- Impervious surface.
- Parking requirements.
- Parking reduction.
- Parking analysis conducted by OHM and CESO.
- Recommending body to City Council.

Robert Matko of CESO Engineers & Surveyors, 8164 Executive Court, Lansing, was present. Mr. Matko introduced project members: Steve Engelhart (Engelhart Realty), Patrick McCune (Kimco Realty), Tyler Tennent (DMMS), Jim Gallagher (pb2 Architecture). Mr. Matko addressed parking lot improvements, façade upgrades and internal modifications. He projected the construction time to be approximately 8 to 10 months, and indicated both stores would remain open during construction.

Jim Gallagher of pb2 Architecture, Rogers, Arkansas, addressed building materials. Mr. Gallagher said EFIS is proposed for Marshall's and trespa panels are proposed for Walmart, of which a material sample was circulated among members. Mr. Gallagher also addressed accommodations for the physically challenged.

Mr. Matko addressed stormwater management. He said the grading plan shows no changes to the existing basin because the existing basin is more than adequate to handle the stormwater on site.

Mr. Sanzica recommended consideration of stormwater quality as it enters the retention basin.

Mr. Matko said stormwater quality would be addressed during final site plan review by the Engineering Department.

There was a brief discussion on the appropriate recommending body for the proposed parking space reduction.

Resolution # PC-2010-09-065

Moved by: Schultz

Seconded by: Strat

RESOLVED, The Planning Commission hereby recommends approval of a reduction in the number of required parking spaces for the proposed Walmart expansion to 1,128 when a total of 1,203 spaces are required on the site based on off-street parking space requirements, as per Article XL. This 75-space reduction is justified through the application of ITE methodologies, as outlined in the Parking Analysis prepared by CESO, and further analyzed using ULI methodologies in the review letter prepared by OHM.

BE IT FURTHER RESOLVED, That the Planning Commission hereby recommends that Preliminary Site Plan Approval, pursuant to Section 03.40.03 of the Zoning Ordinance, as requested for the proposed Walmart expansion, located south of Maple and west of Crooks (2001 W. Maple Road), in Section 32, within the M-1 zoning district, be granted, subject to the following conditions:

1. Design consideration that stormwater quality issues be considered for the existing site.

Yes: All present (8)

Absent: Vleck

MOTION CARRIED

STUDY ITEMS

6. **COMPREHENSIVE ZONING ORDINANCE REWRITE (ZOTA 236)** – Discussion with Representatives from Carlisle/Wortman Associates, Inc.

Mr. Branigan gave a status report on the completion of the Zoning Ordinance rewrite. He indicated Article 20, Form Based Codes, would be discussed at the next meeting.

Mr. Branigan reviewed Article 10, Planned Unit Development, and addressed the following changes:

- Number of Public Hearings required.
- Process simplification.
- Authority to Zoning Administrator to waive certain information and materials.

A brief discussion followed.

Mr. Branigan reviewed Article 13, Landscaping, and addressed the following:

- Percentage of site area required to be landscaped (Section 13.07 A).
- Green incentives (vegetative roof, reduction in turf grass).
- Table 13.1 – Reference table for tree types.
- Low impact stormwater development.
- Natural landscape (Section 13.13).
- Maintenance schedule and enforcement.

A brief discussion followed.

OTHER BUSINESS

7. **PUBLIC COMMENTS** – Items on Current Agenda

There was no one present who wished to speak.

8. **PLANNING COMMISSION COMMENTS**

There was discussion around the table on the following:

- Troy/Birmingham Intermodal Transit Facility.
 - Memorandum distributed by the City Manager, dated September 14, 2010.
 - Consideration of Preliminary Site Plan Approval by City Council at their September 20, 2010 meeting. Two recommendations going forward to City Council.
 - Recommendation by City Management to approve Preliminary Site Plan as submitted because the application meets all Zoning Ordinance requirements.
 - Recommendation by Planning Commission to approve Preliminary Site Plan with design considerations, and a design workshop held prior to final approval.
- Zoning Ordinance Rewrite.
 - Stormwater management and quality.
 - Relationship of stormwater management to Planning Department/Planning Commission.
 - Engineering design standards.
 - Green incentives.
- Michigan Association of Planning (MAP) Conference, Detroit.
 - Budget monies available.
 - Contact Planning Department for assistance.

Mr. Maxwell addressed maintenance and care of residential lawns.

The Regular Meeting of the Planning Commission adjourned at 8:57 p.m.

Respectfully submitted,

Michael W. Hutson, Chair

Kathy L. Czarnecki, Recording Secretary

G:\Planning Commission Minutes\2010 PC Minutes\Draft\09-14-10 Regular Meeting_Draft.doc

The Board of Zoning Appeals meeting was called to order by Chair Lambert at 7:30 p.m. on September 21, 2010, in the Council Chamber of the Troy City Hall.

1. ROLL CALL

Present:

Michael Bartnik
 Glenn Clark
 Kenneth Courtney
 Donald L. Edmunds
 William Fisher
 A. Allen Kneale
 David Lambert

Also Present:

Paul Evans, Zoning Compliance Specialist
 Lori Grigg Bluhm, City Attorney
 Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF MINUTES – July 20, 2010

Resolution # BZA 2010-09-038

Motion by Edmunds
 Support by Clark

MOVED, To approve the July 20, 2010 Regular meeting minutes as prepared.

Yes: All present (7)

MOTION CARRIED

3. HEARING OF CASES

- A. **VARIANCE REQUEST, WILLIAM GEORGE AND LINDA BULL, 987 EMERSON** –
 In order to enlarge the existing garage, 1) a 3.5 foot variance to the minimum 10 foot side yard setback and 2) an 8.5 foot variance from the requirement that the combined total setback for both side yards is at least 25 feet.

Mr. Evans gave a brief report on the proposed variance with respect to its location and zoning of adjacent properties and briefly addressed the requested setback variances. Mr. Evans announced that prior to the beginning of tonight's meeting, the petitioner provided floor plans and an elevation drawing to further clarify the appearance of the addition should the variance be granted.

The petitioner, William George and Linda Bull, were present. Mr. and Mrs. Bull said situating the garage to the side of the house would preserve their beautifully landscaped backyard with a pond and garden. Mrs. Bull said they would like to keep the view of their backyard from their glassed-in dining area, and not look at a garage. They indicated their intent to utilize the existing garage as living space.

Mr. Edmunds confirmed, upon inspection, that the home is beautifully landscaped. He said that should the variance be granted, the neighbor closest to the proposed garage would still be considerably at a distance because the home is situated on a double lot.

PUBLIC HEARING OPENED

No one was present to speak. Chair Lambert noted the petitioner submitted signed documentation from three neighbors indicating support of the variance request.

PUBLIC HEARING CLOSED

Resolution # BZA 2010-09-039

Motion by Courtney

Support by Edmunds

MOVED, To grant the variance request.

Preliminary Findings:

- That the variance is not contrary to public interest.
- That the variance does not permit the establishment of a prohibited use within a zoning district.
- That the variance does not create an adverse effect on the neighbors.

Special Findings:

- Conformity would ruin the backyard and that is not a desired effect.

Discussion on the motion on the floor.

Mr. Clark inquired if the house closest to the proposed garage, 991 Emerson, is situated on a double lot.

Mr. Evans could not confirm that 991 Emerson is a double lot, but he indicated the lot it is clearly larger than other lots in the area, and that the setback of that house from the adjoining lot line is well over 10 feet.

Vote on the motion on the floor.

Yes: All present (7)

MOTION CARRIED

- B. **VARIANCE REQUEST, WAYNE AND JEAN PURSELL, 4912 MOONGLOW** – In order to cover the existing deck with a screened porch, an 8.2 foot variance to the required 45 foot rear yard setback.

Mr. Evans gave a brief report on the proposed variance with respect to its location and zoning of adjacent properties and briefly addressed the requested setback variance. Mr. Evans said the floor plans and elevations provided by the petitioner indicate the appearance of the proposed construction.

The petitioner, Jean Pursell, was present. Ms. Pursell addressed the intended use of the screened porch. She said there is written support from three neighbors, as well as supporting documentation from the Architectural Review Committee of the Oak River Subdivision.

David Hattis, contractor for the project, of 14895 Almont, Allenton, was present. Mr. Hattis said he would be installing a roof and screens on the existing porch.

Mr. Bartnik noted the Homeowners Association placed a condition on its approval that future use of the proposed structure shall be limited to an un-insulated screened porch. Ms. Pursell said she has no plans to insulate the porch or turn it into an addition to the house. She had no objection to place that same condition on the approval of a variance.

Mr. Hattis said it would not be feasible to turn the porch into living quarters without a substantial amount of construction.

PUBLIC HEARING OPENED

No one was present to speak. Mr. Lambert noted communications on file are the recommendation from the Homeowners Association Architectural Review Committee, and a letter of support from the neighbor to the south.

PUBLIC HEARING CLOSED

Resolution # BZA 2010-09-040

Motion by Bartnik

Support by Courtney

MOVED, To grant the variance request.

Preliminary Findings:

- That the variance is not contrary to public interest.
- That the variance is not calling for a prohibitive use within the zoning district.
- That the variance does not appear to cause an adverse effect to the immediately adjacent properties.

Special Findings:

- Conforming is unnecessarily burdensome, given the size, location and configuration of this particular piece of property.
- Approval is conditioned on the requirement that the future use is an un-insulated screened porch.

Discussion on the motion on the floor.

Mr. Bartnik addressed his reasoning in making the motion. He said it appears the nature of the request relates to the property's open space and the particular requirements of the petitioner.

Vote on the motion on the floor.

Yes: All present (7)

MOTION CARRIED

- C. **VARIANCE REQUEST, JOSEPH MANIACI, MONDRIAN PROPERTIES WESTON DOWNS LLC, VACANT SITES AT 694, 702 AND 710 SEABISCUIT AND 3901, 3909, 3925, 3933 AND 3941 APPALOOSA (WESTON DOWNS)** – In order to construct 8 detached condominium units, a variance to allow the minimum distance between buildings to be no less than 10 feet. Chapter 31.30.00 (L) of the Zoning Ordinance allows no less than a 20 foot minimum distance between buildings.

Mr. Evans gave a brief history of the site condominium development. He indicated that the petitioner is currently going through the preliminary site plan review process to receive approval to build the remaining units as single family detached units. Mr. Evans addressed the flexibility of the Planning Commission approval with respect to minimum distances between buildings. He indicated that the petitioner has provided elevations and floor plans. In response to Board member questions, Mr. Evans said there is no change in the number of units and noted it would be best to confirm with the petitioner on occupancy status of the completed units.

The petitioner, Joe Maniaci of Mondrian Properties, 50215 Schoenherr, Shelby Township, was present. Mr. Maniaci gave a brief history of the development, from its origination in 2002. He indicated the project was very successful up until the recent economic downtown, and they are now revisiting the site with the intent to complete the project and meet the obligation of creditors.

Mr. Maniaci addressed the marketing strategy of detached condominiums versus attached condominiums. He indicated detached condominiums have a greater appeal to a larger variety of people, and they are unable to construct the current units as originally planned due to the existing market conditions. He briefly addressed ownership role and responsibility of detached condominiums, impact on property values and maintenance costs. Mr. Maniaci said they have the ability to construct six units without the variance but it is their desire to build out the project completely.

Mr. Maniaci addressed the following items:

- Square footage.
- Distance between buildings.
- Open space.
- Individual condominium units in relation to distances between buildings.
- Occupancy of existing units (all built, sold and occupied).
- Architecture (blend with original development).
- Garage design (side or front entrance).
- Reputation of Mondrian Properties.
- Economic impact on sale prices (original sale prices ranged from \$400,000-\$500,000; later unit sale prices ranged from \$275,000-\$280,000).
- Maintenance costs currently shared by 16 homeowners; it is projected that owner costs will be lower if among 24 units.

Mr. Maniaci, a member of the three-member Association Board, said a board meeting was held to present the proposal. He said all homeowners were notified of the meeting. The Board was in favor of the proposal, and homeowners in attendance voiced no objections at that time.

PUBLIC HEARING OPENED

Janet Martin of 3912 Old Creek was present. Ms. Martin voiced a concern with existing water problems and the potential to increase those problems with the development of units 710, 702 and 694.

Karen Allen of 3886 Appaloosa was present. She voiced objection to the proposed development. Ms. Allen addressed property values, the number of remaining units to be constructed, and the appearance differences from the original plan to the proposed plan.

Dave Schuit 3942 Appaloosa was present. He voiced objection to the proposed development. Mr. Schuit addressed property values, marketing strategy of attached units and appearance change of overall development than what was originally presented at the time he bought his unit. He said he would rather pay a higher monthly maintenance fee going forward than put in single family units.

Mr. Bartnik referenced the board meeting that was held wherein there were no objections heard, and it appears that eight homeowners are in favor or do not care one way or another and seven are against the proposal.

Mr. Schuit said homeowners were hit cold with the proposal that night and did not have time to think about it. He said those homeowners who paid \$280,000 for their condominiums probably do not care what goes in, and a few homeowners have their units on the market hoping to sell.

Chair Lambert said communications received on the item comprise of a formal letter from a Wattles Creek Condominium owner, a petition signed by seven neighbors in opposition and four email messages, one in favor and three opposed.

Ms. Bluhm stated that no outside agreements should be considered in the Board's determination. She noted that consideration should be given to the impact on neighboring properties and documentation presented to the members this evening.

Mr. Maniaci thanked homeowners for coming to the meeting tonight. He addressed the condominium documents which allow the developer to present site alterations and request City approval. He said they must consider other options because they cannot economically build as originally planned. Mr. Maniaci addressed the architecture and density of the development. He said it is not their intent to devalue property values but to try to increase them.

Mr. Courtney asked the petitioner what option he would go with, higher density or construction of six units, should the Board deny the variance request.

Mr. Maniaci replied they would have to go back and review numbers. He said it could very likely be decided to go with the higher density and build smaller units (1200 to 1400 square feet). Mr. Maniaci confirmed that any revisions would have to go back before the Planning Commission for approval, and noted that a development of higher density would meet all Zoning Ordinance requirements. Mr. Maniaci addressed the impact of distances unit by unit should the variance request receive approval.

PUBLIC HEARING CLOSED

Mr. Evans responded to Janet Martin who identified a water problem during the Public Hearing. He advised Ms. Martin that the City Engineering Department would be happy to work with her on a resolution to the existing water problem.

Mr. Clark addressed concerns presented by both the homeowners and developer.

Mr. Evans reviewed the Site Plan Review process and Board of Zoning Appeals approval process for variance requests.

Mr. Edmunds asked Mr. Evans if he is aware of any condominium developments with units as closely distanced as the proposed plan.

Mr. Evans replied he is not prepared to answer because he conducted no research on to that respect.

Ms. Bluhm advised the Board members of the following:

- Variance requests could be determined individually, in which case, separate motions should be entertained.
- Economics cannot be considered in the decision.
- Practical difficulty must be demonstrated.
- Determination should be made whether conditions are unique to the property not shared by other properties, whether there are reasonable alternatives and whether conditions are self-created.
- Consideration should be given to impact on the neighbors; not necessarily from a financial aspect.
- Developer is not required to construct on the vacant lots. The impact of vacancy on the neighboring properties could be considered.
- The developer may wish an opportunity to revise the plan before the Board makes an action; in which case, tabling the item is a consideration.

Mr. Courtney said he is not in favor of the variance request because of the close proximity between units.

Mr. Kneale said he is not very much in favor of the variance request. He suggested a hybrid plan (a “Plan C”) that might be more palatable.

Mr. Bartnik said he is struggling with the economic impact on the neighbors of attached units versus detached units. He noted that units 6, 7 and 8 are most severely affected by the variance request.

Chair Lambert said a clear presentation of hardship on the part of the petitioner was not presented, other than economic. He suggested that the item be delayed to the next meeting to allow the petitioner an opportunity to arrive at an alternate plan that might accommodate both the developer and homeowners.

Resolution # BZA 2010-09-041

Motion by Courtney

Support by Clark

MOVED, To table the item until the next regular meeting.

Yes: Clark, Courtney, Fisher, Kneale, Lambert

No: Bartnik, Edmunds

MOTION CARRIED

Mr. Evans announced the item would be placed on the October 19, 2010 Regular meeting agenda.

The petitioner was asked to address the following concerns at the next meeting:

- What is the adverse economic effect on the neighbors and how would property values be affected should development (1) continue with detached units; (2) change some or all units to attached units, and (3) leave some or all units vacant.
- Clarification of a practical difficulty with the land.
- Impact on neighborhood and property values with respect to varying square footage of detached and attached condominium units.
- Address real hardship.

- D. **VARIANCE REQUEST, YACOB MURAD, VACANT LOT ADJACENT TO AND EAST OF 734 AMBERWOOD** – In order to build a new house, 1) a 5 foot variance from the required 10 foot side yard setback, and 2) a 15 foot variance from the required 45 foot rear yard setback.

Mr. Evans gave a brief report on the proposed variance with respect to its location and zoning of adjacent properties and briefly addressed the requested setback variance. He noted that the property is adjacent to a dedicated outlot for drainage purposes. Mr. Evans said the petitioner has provided an elevation drawing and floor plans of the proposed home.

Nathan Robinson of Horizon Engineering, P.O. Box 182158, Shelby Township, was present to represent the petitioner. Mr. Robinson stated that the petitioner currently resides at 685 Amberwood Court and also owns the vacant subject property. He would like to construct a home for his family of a size that satisfies the needs of his family, but the preliminary design of the house does not fit on the lot. Mr. Robinson addressed the uniqueness of the lot with respect to its bordering on two sides by a permanent easement for drainage purposes. He addressed setbacks on the east and south sides. He noted that there is no neighbor to the rear (south) and a substantial setback would remain to the neighbor to the east.

Mr. Courtney asked how much square footage would be lost should the petitioner build a home that fits on the lot and would require no variance.

Mr. Robinson said he did not calculate square footage. He assured that the overall width and depth of the structure would not exceed overall lot coverage.

Mr. Courtney asked if a completely different house design would fit on the lot.

Mr. Robinson replied most likely, but noted that the house design is one of a custom home and has been a work in progress for the petitioner.

Mr. Bartnik asked if the overhang on the second floor is part of the variance request.

Mr. Robinson said he did not show cantilevers on the plan, and does not recall if they would be allowed within the side setbacks.

Mr. Evans said it would be required to meet side setbacks.

Mr. Robinson said he would remove the cantilevers.

Mr. Clark asked if the covered concrete patio is within the proposed backyard setback.

Mr. Robinson replied in the affirmative. He said the concrete patio is basically a masonry extension of the house. Mr. Robinson said it would be required to be within the setback because it has a footing and is covered.

Mr. Clark asked how much depth there would be if the covering for the patio was removed.

Mr. Robinson replied approximately 8 to 10 feet. He said approximately 10 feet would remain to the main rear line of the house.

PUBLIC HEARING OPENED

No one was present to speak. Chair Lambert noted that there are no objections to the proposed variance request on file.

PUBLIC HEARING CLOSED

There was a brief discussion on the temporary closing of Amberwood in relation to the driveway. It appears there would be no effect because the driveway is on the other side of the property.

There was a brief discussion on the height of the house. Mr. Robinson indicated he was not certain of the height but assured the Board members that it would fit within the building envelope and meet all Zoning Ordinance requirements.

Mr. Clark said a practical difficulty has not been clearly demonstrated. He said the proposed home is very beautiful and is beautifully situated on the lot, but he does not understand what the Board should be looking at with respect to a practical difficulty.

Mr. Edmunds agreed, noting he sees very little practical difficulty. He said it appears that a very substantial home could be built on the lot that would require no variances.

Resolution # BZA 2010-09-

Motion by Clark

Support by Kneale

MOVED, To deny the variance request based on the fact there appears to be no apparent practical difficulty with the land.

Discussion on the motion on the floor.

After a brief discussion, Board members were amenable to postpone the item to provide the petitioner an opportunity to come back before the Board with a slightly reduced floor plan.

Resolution # BZA 2010-09-042

Motion by Courtney

Support by Kneale

MOVED, To substitute the motion on the floor.

Yes: All present (7)

MOTION CARRIED

Resolution # BZA 2010-09-043

Motion by Courtney

Support by Kneale

MOVED, To postpone the item to the next regular meeting.

Yes: All present (7)

MOTION CARRIED

4. **COMMUNICATIONS**

Chair Lambert announced the following communications:

- Memorandum from City Manager and Staff regarding 2062 Charnwood.
- Michigan Association of Planning Annual Conference, Detroit.

There was a brief discussion on budget monies available for training purposes.

5. MISCELLANEOUS BUSINESS

Chair Lambert welcomed Ms. Bluhm.

Ms. Bluhm suggested that agendas in the future be inclusive of a section titled “Public Comment” in order to meet the requirement of the Open Meetings Act.

There were brief comments around the table on available training courses.

6. ADJOURNMENT

The Board of Zoning Appeals meeting adjourned at 9:22 p.m.

Respectfully submitted,

David Lambert, Chair

Kathy L. Czarnecki, Recording Secretary

The Board of Zoning Appeals Study Session meeting was called to order by Chair Lambert at 9:35 p.m. on September 21, 2010, in the Council Chamber of the Troy City Hall.

1. ROLL CALL

Present:

Michael Bartnik
Glenn Clark
Kenneth Courtney
Donald L. Edmunds
William Fisher
A. Allen Kneale
David Lambert

Also Present:

Paul Evans, Zoning Compliance Specialist
Lori Grigg Bluhm, City Attorney
Kathy L. Czarnecki, Recording Secretary

2. TRAINING PROGRAM FOR BOARD MEMBERS – Presented by Lori Grigg Bluhm, City Attorney

Ms. Bluhm conducted a training session for the Board members and identified the role and responsibility of Board members. Ms. Bluhm distributed a Board of Zoning Appeals (BZA) reference manual and highlighted the following topics:

- Rules of Procedure
- Select Provisions from Troy Zoning Ordinance
- State Statute Provisions (Zoning Enabling Act)
- Standard for Non-Use Variances
- Motion Format
- MML Zoning of Appeals Handbook
- Open Meetings Act (OMA)
- Freedom of Information Act (FOIA)

A question and answer session followed.

3. ADJOURNMENT

The Board of Zoning Appeals meeting adjourned at 10:45 p.m.

Respectfully submitted,

David Lambert, Chair

Kathy L. Czarnecki, Recording Secretary

G:\Board of Zoning Appeals Minutes\Draft\09-21-10 BZA Study Session Meeting_Draft.doc

ELECTION COMMISSION MINUTES – Draft**September 23, 2010**

A meeting of the Troy Election Commission was held September 23, 2010, at City Hall, 500 W. Big Beaver Road. City Clerk Bartholomew called the Meeting to order at 8:00 AM.

ROLL CALL:

PRESENT: Timothy Dewan, Tonni L. Bartholomew, City Clerk
ABSENT: David Anderson

Minutes: Regular Meeting of June 24, 2010

Resolution #EC-2010-09-010

Moved by Dewan

Seconded by Bartholomew

RESOLVED, That the Election Commission hereby **APPROVES** the minutes of June 24, 2010 as presented.

Yes: Bartholomew, Dewan

No: None

Absent: Anderson

MOTION CARRIED

**Approval of Election Inspector Assignments – Tuesday, November 2, 2010
General Election**

Resolution #EC-2010-09-011

Moved by Dewan

Seconded by Bartholomew

RESOLVED, That the Election Commission hereby **APPOINTS** Election Inspectors for the Tuesday, November 2, 2010 Primary Election as presented by the City Clerk.

Yes: Bartholomew, Dewan

No: None

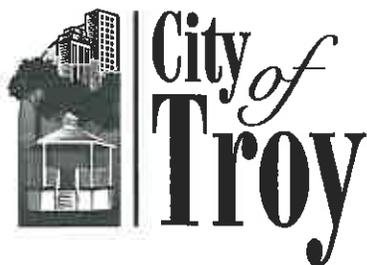
Absent: Anderson

MOTION CARRIED

Adjournment:

The meeting was adjourned at 8:03 AM.

Tonni L. Bartholomew, MMC
City Clerk



TO: Members of the Troy City Council

FROM: Lori Grigg Bluhm, City Attorney *LG*
 Christopher J. Forsyth, Assistant City Attorney *CJF*
 Susan M. Lancaster, Assistant City Attorney *smL*
 Allan T. Motzny, Assistant City Attorney *ATM*

DATE: October 1, 2010

SUBJECT: 2010 Third Quarter Litigation Report

The following is the quarterly report of pending litigation and other matters of interest. **Developments during the THIRD quarter of 2010 are in bold.**

A. ANATOMY OF THE CASE

Once a lawsuit has been filed against the City or City employees, the City Attorney's office prepares a memo regarding the allegations in the complaint. At that time, our office requests authority from Council to represent the City and/or the employees. Our office then engages in the discovery process, which generally lasts for several months, and involves interrogatories, requests for documents, and depositions. After discovery, almost all cases are required to go through case evaluation (also called mediation). In this process, three attorneys evaluate the potential damages, and render an award. This award can be accepted by both parties, and will conclude the case. However, if either party rejects a case evaluation award, there are potential sanctions if the trial result is not as favorable as the mediation award. In many cases, a motion for summary disposition will be filed at the conclusion of discovery. In all motions for summary disposition, the Plaintiff's version of the facts are accepted as true, and if the Plaintiff still has failed to set forth a viable claim against the City, then dismissal will be granted. It generally takes at least a year before a case will be presented to a jury. It also takes approximately two years before a case will be finalized in the Michigan Court of Appeals and/or the Michigan Supreme Court.

B. ZONING CASES

These are cases where the property owner has sued for a use other than that for which the land is currently zoned and/or the City is suing a property owner to require compliance with the existing zoning provisions.

No pending cases during this quarter.

C. EMINENT DOMAIN CASES

These are cases in which the City wishes to acquire property for a public improvement and the property owner wishes to contest either the necessity or the

compensation offered. In cases where only the compensation is challenged, the City obtains possession of the property almost immediately, which allows for major projects to be completed.

ROCHESTER ROAD IMPROVEMENT PROJECT

1. *City of Troy v RCU Independence Inc and Sentry Inc.* The City filed this condemnation action to acquire property located at 3688 Rochester Road in connection with the Rochester Road Improvement Project. The case was assigned to Judge Bowman of the Oakland County Circuit Court. Defendants filed a Motion to Dismiss for Lack of Subject Matter Jurisdiction. In this Motion, they argued that the City did not engage in sufficient negotiations after making the written good faith offer for the property. The City argued that it was in compliance with all the statutory requirements. After oral argument, the Court dismissed the case, relying on the alleged lack of jurisdiction. The City filed an Appeal with the Michigan Court of Appeals, which is pending. (first case) In the meantime, the City filed a second condemnation complaint after additional discussions with the attorney representing the property owner. On July 29, 2009, the Court entered an Order for Payment of Estimated Compensation and Surrender of Possession. This occurred only after the City agreed to assume the expenses for moving the car wash on the property. The second case is now in the discovery phase of the litigation on the issue of just compensation. The City is still pursuing the appeal of the dismissal of the initial case to resolve the different statutory interpretations of the parties, since this issue is likely to arise in future condemnation matters. Discovery Continues. Case Evaluation has been scheduled for February 3, 2010. The Court re-scheduled case evaluation in the second case for May 5, 2010. In addition, the Defendant filed a Motion seeking a preliminary payment to cover its costs for moving the car wash buildings and equipment. Pursuant to a negotiated order entered on January 27, 2010, the City has placed an estimated amount in an escrow account, and will use this account to reimburse Defendant for its necessary relocation costs. As to the first case in the Michigan Court of Appeals, all appellate briefs have been timely filed, and the parties are waiting for the Court to schedule oral argument. The parties are waiting for the Michigan Court of Appeals to set a date for oral argument in the first case. A consent judgment, entered on June 23, 2010, has concluded the second case. **Oral argument on the first case is scheduled for October 5, 2010, before the Court of Appeals in Detroit.**

2. *City of Troy v Sentry Inc. and RCU Independence.* The City filed this condemnation action to acquire property located at 3785 Rochester Road in connection with the Rochester Road Improvement Project. The case was assigned to Judge Grant of the Oakland County Circuit Court. Defendants filed a Motion to Dismiss for Lack of Subject Matter Jurisdiction on the basis of alleged insufficient negotiations after the written good faith offer was made. The City argued it was in compliance with all statutory requirements. After oral argument, the Court dismissed the case, relying on the alleged lack of jurisdiction. The City

filed a Motion for Reconsideration, which is still pending with the Court. In the meantime, the City filed a second condemnation complaint after additional discussions with the attorney representing the property owner. The parties stipulated to an Order for Payment of Estimated Compensation and Surrender of Possession that was entered on July 29, 2009, after the City agreed to assume expenses for moving the car wash on the property. The only issue remaining is the final amount of just compensation. Discovery continues as it relates to that issue. The Defendant filed a Motion seeking a preliminary payment to cover its costs for moving the car wash buildings and equipment. Pursuant to a negotiated order entered on January 27, 2010, the City has placed an estimated amount in an escrow account, and will use this account to reimburse Defendant for its necessary relocation costs. Discovery continues. Trial is currently scheduled for December 6, 2010. **This case is now in the trial preparation stage.**

3. *City of Troy v William H. Price (Price Funeral Home)*. The City filed this condemnation action in connection with the Rochester Road Improvement project. This property is at 3725 Rochester Road, and the City has now acquired title to the property that was required for the road construction project. The case will continue to allow a jury to determine the value of the property that was acquired by the City. The case is now in the discovery phase. Discovery is continuing. Case evaluation is scheduled for May 5, 2010. The Court re-scheduled case evaluation for July 7, 2010. **All parties accepted the case evaluation award, and approved the consent judgment. This case is now concluded.**
4. *City of Troy v William H. Price (Property Adjoining Funeral Home)*. The City filed this condemnation action in connection with the Rochester Road Improvement project. This property is addressed at 3725 Rochester Road, and the City has now acquired title to the property that was required for the road construction project. The case will continue to allow a jury to determine the value of the property that was acquired by the City. The case is now in the discovery phase. Discovery is continuing. Case evaluation is scheduled for May 5, 2010. The Court re-scheduled case evaluation for July 7, 2010. **All parties accepted the case evaluation award, and approved the consent judgment. This case is now concluded.**
5. *City of Troy v. Ida Rudack Trust, et. al.* The City filed this condemnation action in connection with the Rochester Road Improvement project. This property is at 3615 Rochester Road, and the City has now acquired title to the property that was required for the road construction project. The case will continue to allow a jury to determine the value of the property that was acquired by the City. The case is now in the discovery phase. Case evaluation is March 3, 2010. The jury trial is scheduled for May 17, 2010. The case evaluation was postponed until May 5, 2010. Jury trial is scheduled for August 16, 2010. Both parties rejected the case evaluation award. The Defendant subsequently filed a Motion for

Summary Disposition, arguing that the City has actually effected a total take, instead of a partial take, based on the setback ordinances. The City has filed its response to this motion, and will appear at the oral argument, which is scheduled for July 14, 2010. **The Court entertained oral arguments, and will issue a written opinion. Jury trial is currently scheduled for October 18, 2010.**

6. City of Troy v BG's L.L.C. After obtaining a possession and use agreement, the City was unable to voluntarily purchase this property for the Rochester Road Improvement Project, and therefore a condemnation lawsuit was filed on January 19, 2010. The property is at 3545 Rochester Road, and the City has already acquired title to the subject property. The only remaining issue is the amount of just compensation to be paid. The case is now in the discovery phase. Case evaluation is scheduled for July 7, 2010. Trial is scheduled for August 30, 2012. **All parties accepted the case evaluation award, and a consent judgment was approved and entered by the Court. The case is now concluded.**
7. City of Troy v Safeway Acquisition Co. After obtaining a possession and use agreement, the City was unable to voluntarily purchase the necessary property required for the Rochester Road Improvement Project from the gas station at 3990 Rochester Road. The City therefore filed this condemnation action on January 19, 2010. The City has acquired title to the subject property and the only remaining issue is the amount of just compensation to be paid. The case is now in the discovery phase. Discovery is continuing. Case evaluation is scheduled for September 2010. Trial is scheduled for January 4, 2011. **Discovery continues.**

D. CIVIL RIGHTS CASES

These are cases that are generally filed in the federal courts, under 42 U.S.C. Section 1983. In these cases, the Plaintiffs argue that the City and/or police officers of the City of Troy somehow violated their civil rights.

1. Gerald Molnar v. Janice Pokley, the City of Troy et al.- Plaintiff filed this lawsuit against the City and Troy Detective Janice Pokley, after a jury found him not guilty of the charge of Criminal Sexual Conduct in the Second Degree. Plaintiff alleges that the City and Detective Pokley violated his constitutional rights to be from an unreasonable seizure, due process, and equal protection. These constitutional violations allegedly occurred during the criminal sexual conduct investigation of Plaintiff. Plaintiff also claims that the Troy defendants conspired with other named defendants to violate his constitutional rights, and intentionally inflicted emotional distress on Plaintiff. Plaintiff is requesting an unspecified amount of compensatory, exemplar, and punitive damages. On February 27, 2007, Troy filed a motion to dismiss, or in the alternative summary judgment. Plaintiff filed his response to our motion to dismiss on May 21, 2007. On August 28, 2008, the Court listened to the oral arguments on our motion to dismiss. On

September 4, 2008, the Court issued an opinion and order granting our motion to dismiss Detective Pokely and the City. On September 10, 2008, Plaintiff filed a notice of appeal, and is seeking a reversal of this dismissal with the United States Court of Appeals for the Sixth Circuit (includes Michigan, Tennessee, Kentucky, and Ohio). After hosting a telephonic pre-trial conference, the Court will provide the briefing schedule for the parties. Plaintiff filed his appellate brief on June 18, 2009. Troy's response brief is due July 17th. The City's brief was timely filed. Oral argument was held December 3, 2009. On December 29, 2009 the Court of Appeals issued an unpublished opinion affirming the District Court's dismissal of Plaintiff's complaint. Plaintiff subsequently filed an application for hearing en banc with the Sixth Circuit Court on January 12, 2010, seeking to overturn the favorable Court of Appeals decision. The City filed its brief in response to this application. On March 17, 2010, without oral argument, the Sixth Circuit issued an order that denied Plaintiff's application. Although there is no appeal of right to the United States Supreme Court, the Plaintiff could file a writ of certiorari, asking the Supreme Court to overturn the dismissals of this case. This action must be taken on or before June 15, 2010. On June 15, 2010, Plaintiff filed a writ of certiorari with the Supreme Court. **On August 17, 2010, Troy's response to Plaintiff's petition for a writ of certiorari was filed with the U.S. Supreme Court.**

2. *Hal Stickney v David Nordstrom, City of Troy et al.* Plaintiff, who is proceeding without an attorney, has filed this action against the City of Troy and retired Troy Police Officer David Nordstrom, retired Sgt. Barry Whiteside and Captain Keith Frye, as well as several Oakland County defendants and former business associates. This case stems from the investigation and prosecution of Plaintiff on an aggravated stalking charge, where Plaintiff was ultimately acquitted. Plaintiff alleges that the City and the Troy police officers violated his constitutional rights to be free from unreasonable seizure and a violation of his constitutional due process rights. Plaintiff also claims that the Troy defendants conspired with the other named defendants to violate his constitutional rights, and intentionally inflicted emotional distress on Plaintiff. Plaintiff is requesting damages in the amount of seven million dollars. As the initial responsive pleading, the City filed a motion for dismissal. The Court scheduled the hearing on this motion for August 5, 2010. In the interim, Plaintiff filed a motion requesting a 120 day stay of proceedings. In his motion, he claims that a stay is needed to give him time to retain an attorney. **Plaintiff's motion for a stay was granted. The case is stayed until November 1, 2010.**

E. PERSONAL INJURY AND DAMAGE CASES

These are cases in which the Plaintiff claims that the City or City employees were negligent in some manner that caused injuries and/or property damage. The City enjoys governmental immunity from ordinary negligence, unless the case falls within one of four exceptions to governmental immunity: a) defective highway exception, which includes sidewalks and road way claims; b) public building exception, which

imposes liability only when injuries are caused by a defect in a public building; c) motor vehicle exception, which imposes liability when an employee is negligent when operating their vehicle; d) proprietary exception, where liability is imposed when an activity is conducted primarily to create a profit, and the activity somehow causes injury or damage to another; e) trespass nuisance exception, which imposes liability for the flooding cases.

1. *Nancy Huntley, Legal Guardian of Carolyn Huntley, a Protected Person v. City of Troy*- This lawsuit was filed in the Oakland County Circuit Court. Plaintiff alleges that on June 29, 2007, Carolyn Huntley was walking on the sidewalk located in front of 511 Cardinal, Troy, Michigan when she tripped and fell on an elevated concrete slab. Plaintiff alleges that Troy was negligent in failing to maintain the sidewalk; to provide adequate inspections; to give notice of a dangerous condition; and to use reasonable care in the design of the sidewalk. The City filed an Answer and Affirmative Defenses and also filed a Motion for Summary Disposition, arguing that Plaintiff failed to provide notice, as required by MCL 691.1404. Plaintiff's response to this motion is due on October 7, 2009, and Judge Rudy Nichols has scheduled oral argument for October 28, 2009. The parties are waiting on the Court's decision on the motion. On March 9, 2010, the Court issued its written opinion, granting in part and denying in part our motion for summary disposition. As a result, the public nuisance and nuisance per se claims are now dismissed. The parties are conducting discovery on the alleged defective highway claim. Jury trial is scheduled for December 6, 2010. **The parties are now preparing for trial in this matter.**
2. *Raquel Chidiac v Edwin Julian and City of Troy* – This lawsuit was filed by Plaintiff Raquel Chidiac, who suffered injuries after colliding with a Troy Police Officer at Big Beaver and John R roads. Plaintiff alleges that on October 3, 2009 at around 7:00 p.m. she was traveling eastbound on Big Beaver Road when her vehicle was struck by a Troy Police vehicle. She is alleging the City is liable pursuant to the motor vehicle exception to governmental immunity, and also under the Michigan Owner Liability Act, MCL 257.401. She is alleging that she suffered serious and permanent injuries, and is seeking damages in excess of \$25,000. We filed an answer on December 8, 2009. The City filed a motion for summary disposition requesting dismissal of the individual Troy police officer. The Court has scheduled the hearing on this motion for April 28, 2010. On April 29, 2010, Circuit Court Judge Goldsmith entered an opinion and order denying the City's motion for summary disposition without prejudice, which would allow us to re-file the motion at the close of discovery. The case is now in the discovery phase. **The Court mandated case evaluation and facilitation process did not resolve this case, which is now scheduled for jury trial on October 11, 2010.**

F. MISCELLANEOUS CASES

1. *Kocenda v City of Troy*- David Kocenda has filed a complaint against the City of Troy, Chief Craft, Captain Murphy, Captain Mott, Lieutenant Hay, Lieutenant Pappas, and Lieutenant Rossman, alleging Defamation and Intentional Infliction of Emotional Distress. Plaintiff, a Troy police officer, claims he was offered a job as a police officer with the City of Palm Beach Gardens, Florida, but the offer was retracted because of false information provided by Troy and its officers. He contends remarks made by Troy employees constitute both Defamation and Intentional Infliction of Emotional Distress. He is seeking damages in excess of \$25,000. The lawsuit was filed in Oakland County Circuit Court and assigned to Judge Fred Mester. Troy's responsive pleading is due December 18, 2007. The City has filed a Motion for Summary Disposition, seeking a dismissal of the lawsuit against the City and its officers. The Court will set the date for the hearing on our motion. The Court granted the Motion for Summary Disposition and dismissed the case. Several months after the dismissal of his lawsuit, Kocenda filed an untimely Motion for Reconsideration. The Motion for Reconsideration was denied. Kocenda has now filed a Claim of Appeal with the Michigan Court of Appeals, seeking a reversal of the dismissal and/or the denial of the Motion for Reconsideration. The City filed a Motion to Dismiss the Claim of Appeal for lack of jurisdiction on the basis it was untimely. The Court of Appeals granted the motion and dismissed the appeal on August 27, 2008. We then filed a motion seeking costs from Kocenda and/or his attorney. This motion was pending as of the end of the quarter. The Court granted our motion for costs, and \$100.00 was paid to the City. Kocenda subsequently filed a Motion for Relief from Order in Oakland County Circuit. In that motion, he alleged there was newly discovered evidence and that the original Order Granting Summary Disposition should be set aside. The motion was denied. Kocenda filed a delayed application for leave to appeal with the Michigan Court of Appeals. On May 21, 2009, the Court of Appeals granted the delayed application for leave to appeal but limited Kocenda's appeal to whether or not Judge Mester abused his discretion in denying Kocenda's motion to amend his complaint to allege a claim for tortious interference with a business relationship. Plaintiff's appellate brief covered issues that went beyond the Court's earlier limitations. The City filed a motion to strike the matters that exceeded the Court's narrow ruling. This motion was denied by the Court, but the City was expressly authorized to address these additional issues in its responsive brief, which was timely filed. The parties are now waiting for the Court to schedule oral argument. The Michigan Court of Appeals scheduled oral argument for May 4, 2010. The Court of Appeals ruled in favor of the City and affirmed the circuit court decision. Kocenda has filed an Application for Leave to Appeal to the Michigan Supreme Court. The City's response is due by July 13, 2010. **The Michigan Supreme Court denied Kocenda's application for leave to appeal on September 9, 2010.**

2. *Frank Lawrence v City of Troy* – Mr. Lawrence is the brother of Thomas Lawrence who was issued two civil infraction traffic citations on October 4, 2008 for “no proof of insurance” and “failure to change address on driver's license”. Frank Lawrence filed a FOIA request with Troy Police Department asking for a number of items, including but not limited to: all video recordings, radio transmissions, records and the officer's disciplinary file (if any), and the police policy on issuing “quota’ tickets. Under Michigan Court Rule 2.303 (A)(3) discovery is not permitted in civil infraction actions.

Additionally, FOIA does not require the release of information which would constitute an unwarranted invasion of personal privacy or law enforcement information such as, but not limited to, disciplinary files of police officers, personal telephone numbers, and operational manuals. Mr. Lawrence's FOIA was denied for these reasons. Instead of filing an appeal of the FOIA denial to the City Manager, Mr. Lawrence appealed the denial to the Oakland County Circuit Court. Mr. Lawrence filed a Motion for Summary Disposition and the City responded. Without requiring oral arguments, Judge Steven Andrews denied Mr. Lawrence's Motion for Summary Disposition in an Opinion and Order dated December 1, 2008. Judge Andrews also granted Summary Disposition in the City's favor. Mr. Lawrence filed a Claim of Appeal with the Michigan Court of Appeals on December 22, 2008. The Court of Appeals in an unpublished opinion partially reversed the trial court, and remanded the matter for further proceedings including a determination by the trial court of whether or not specific documents are exempt from disclosure. The parties are waiting for the Court to schedule a court date. The Court held an evidentiary hearing on June 17, 2010, and has indicated that a written opinion will be issued. **The Court granted in part, denied in part Plaintiff's request for information. Plaintiff also filed a Motion for Reconsideration, which the Court denied. The Court is expected to enter a final order on this case.**

3. *Andrew Zurowski v City of Troy.* In this claim and delivery action, the Plaintiff is seeking a court order for the return of two rifles that were confiscated when the Troy police were dispatched to his home. Since there was a great concern that Mr. Zurowski was a danger to himself and others, the two rifles were confiscated. The case was filed in the 52-4 District Court and assigned to Judge Drury. The case was filed on December 7, 2009. The City has answered the complaint and is awaiting a court date for a pretrial or trial. The Court scheduled a pretrial for April 13, 2010. The case is scheduled for trial on July 27, 2010. **A consent judgment was entered allowing for a return of the rifles to the Plaintiff's son, with conditions that prohibit Plaintiff from being in possession of the rifles. The case is now concluded.**
4. *Sean Steven Seyler v. City of Troy and Troy Police Department.* Mr. Seyler filed this Freedom of Information Act case against the City, seeking the police report and his lab test results, which were also simultaneously requested as criminal discovery within 48 hours of Mr. Seyler's drunk driving arrest. The City has filed a Motion for Summary Disposition, arguing that the documents requested were either already provided as criminal discovery or are otherwise exempt from disclosure. The Court will issue a scheduling order setting the date for oral argument. The Court entertained oral arguments on March 24, 2010, and granted our motion for dismissal. The Plaintiff filed an application for leave to appeal with the Michigan Court of Appeals on April 14, 2010. **The parties are waiting for the Michigan Court of Appeals to schedule the date for oral argument.**
5. *William and Elaine Middlekauff v. City of Troy.* The Middlekauffs filed this lawsuit in the 52-4 District Court, alleging that a City employee told them that the City would reimburse them to have a private contractor remove City trees from their property at

2449 Oak Ridge Drive in Troy, which fell in the intense wind storm of June 8, 2008. The Middlekauffs demand \$6,103, claiming breach of contract, promissory estoppel (reliance on a promise) and fraud and misrepresentation. The City filed a motion for summary disposition, which was heard on March 4, 2010. The Court held the matter in abeyance for 60 days, and allowed Plaintiffs to obtain discovery to counter our motion for summary disposition. On May 20, 2010, Judge Bolle granted our motion in part and denied the motion in part. The claim that was not dismissed, promissory estoppel, will be decided by a jury in a trial that will be scheduled by the Court. **Jury trial is now scheduled for November 5, 2010 on the remaining count of promissory estoppel.**

6. **Liberty Investments v. City of Troy-** This case was filed against the City to recover penalties incurred when the property owner did not timely pay the water bill. In this case, Plaintiff, through its employee, argues that the late penalty was improperly assessed. The Plaintiff further challenges that Troy's ordinance fails to define what constitutes payment and receipt, and also fails to provide a method to challenge an unwarranted penalty assessment. The case was filed in the 52-4 Judicial District Court on June 18, 2010. **The City filed a Motion for Summary Disposition, which was granted by the Court on August 26, 2010. This case is now closed.**
7. **Jeffrey Abbaya v City of Troy.** This claim and delivery action was filed in the 52-4 Judicial District Court on August 24, 2010 and assigned to Judge William E. Bolle. The Plaintiff is seeking return of a pistol that was confiscated from him when he was arrested for operating while intoxicated. The City has filed an answer and is awaiting a court date for a pretrial or trial.

G. CRIMINAL APPEALS

These are cases involving an appeal from a decision of the 52-4 District Court in an ordinance prosecution case.

1. **City of Troy v Gowri Rajendran.** Gowri Rajendran was involved in a traffic accident and was issued a ticket for the civil infraction of Failure to Signal and/or Observe. She challenged the ticket and a formal hearing was held before Judge Dennis C. Drury of the 52-4 Judicial District Court. At the conclusion of the formal hearing, Judge Drury found Mrs. Rajendran responsible for the civil infraction. Mrs. Rajendran then attempted to file a claim of appeal as of right with the Oakland County Circuit Court. The appeal was assigned to Judge Shalina Kumar. Ms. Rajendran scheduled a court date for September 29, 2010, but her appeal was not timely. After we informed her of the procedural defects, Mrs. Rajendran agreed to voluntarily dismiss her appeal. An order dismissing the appeal was entered with the Circuit Court on September 15, 2010.

ADMINISTRATIVE PROCEEDINGS

1. *In the matter of the Petitions on National Pollution Discharge Elimination Systems (NPDES Phase II General Permits)*. The City has joined several other municipalities in challenging several of the mandates in the NPDES Phase II General Permit, which was recently issued by the MDEQ. The new NPDES permit requires some storm water management techniques that exceed the federal mandates, and/or are not justified, based on the high cost of the mandate, in relation to the nominal environmental benefits. A status conference for the parties is set for October 1, 2008. The municipalities are currently exploring the coordination of efforts with other parties. Community representatives are meeting with representatives from the MDEQ to discuss possible resolutions of this matter without the necessity of a full blown administrative hearing. The parties are continuing to negotiate with the MDEQ. The City of Riverview filed a class action complaint in the Ingham County Circuit Court, challenging the permit requirements as unfunded mandates. The petitioners to the NPDES permit administrative proceeding are named as participants in the proposed class action lawsuit. As a result, the class action determination may have an impact on the administrative proceeding. The motion for class certification is scheduled for October 15, 2009. Class certification was granted. Hearings regarding the procedure for the new class action are set for January 2010. The Court granted class action status, and the administrative proceedings are now being delayed. **Status reports have been filed and reviewed, and we continue to monitor any new developments.**

If you have any questions concerning these cases, please let us know.

RECEIVED
SEP 22 2010 N-05

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
CITY OF TROY
CITY MANAGER'S OFFICE

NOTICE OF HEARING
FOR THE NATURAL GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-16441

- Consumers Energy Company proposes to issue a refund of \$10,229,000 to its natural gas customers based on the difference between provisional rates paid in excess of final rates approved by the Michigan Public Service Commission for the period November 19, 2009 through May 17, 2010.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201, (800) 477-5050 for a free copy of its application. Any person may review the application at the offices of Consumers Energy Company.
- The first public hearing in this matter will be held:

DATE/TIME: October 5, 2010, at 9:00 a.m.
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

BEFORE: Administrative Law Judge Mark D. Eyster

LOCATION: Michigan Public Service Commission
6545 Mercantile Way, Suite 7
Lansing, Michigan

PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 241-6160 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider the August 13, 2010 application of Consumers Energy Company (Consumers Energy), which seeks the Commission's approval to refund \$10,229,000 to its natural gas customers in accordance with MCL 460.6a(1) with respect to provisional rates implemented by Consumers Energy for the period November 19, 2009 through May 17, 2010. Consumers Energy is also seeking Commission's approval to reconcile its pension and other post employment benefit (OPEB) equalization mechanisms.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 241-6180 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by September 28, 2010. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy's Legal Department – Regulatory Group, One Energy Plaza, Jackson, Michigan 49201.

Any person wishing to make a statement of position without becoming a party to the case, may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter will become public information: available on the Michigan Public Service Commission's website, and subject to disclosure.

Requests for adjournment must be made pursuant to the Commission's Rules of Practice and Procedure R 460.17315 and R 460.17335. Requests for further information on adjournment should be directed to (517) 241-6060.

A copy of Consumers Energy's application may be reviewed on the Commission's website at: michigan.gov/mpscedockets, and at the offices of Consumers Energy Company, One Energy Plaza, Jackson, Michigan. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 241-6180.

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and the Commission's Rules of Practice and Procedure, as amended, 1999 AC, R 460.17101 et seq.

September 13, 2010



CITY COUNCIL AGENDA ITEM

Date: September 29, 2010
 To: Members of the Troy City Council
 From: Lori Grigg Bluhm, City Attorney
 Subject: Library Proposals/ Ordinance Initiative Petition

Absentee ballots for the November 2010 election were mailed this week. In addition, there was a recent front page Oakland Press article about a new library petition initiative. This, combined with the public comment at City Council meetings, has prompted several questions to City Administration about the library ballot proposals and the proposed ordinance initiative petition. Since these initiatives are citizen driven, and not City sponsored, City Administration is not able to answer many of the questions of the residents, and must defer to the petition filer(s), as set forth below. City Administration's role was to verify that the appropriate number of valid signatures were affixed to the petitions, and then to forward the petitions, as received, to the Oakland County Clerk for placement on the ballot.

It is apparent that many voters are not sure of the impact of voting on one or all of the four proposals. However, the City can only provide procedural guidance to voters. I expect that in addition to the questions received by City Administration, City Council has also received several inquiries, and may find the following overview helpful.

Under 1877 PA 164 (MCL 397.210a), citizens can petition for a ballot question to ask the voters whether they support a tax to establish a free public library. Although the statute allows for the tax to be up to 2 mills, all four ballot proposals seek under 1 mill to establish a new, independent library. The State Statute also requires the ballot question to indicate the duration of the collection of the millage, which, in all four cases, is ten years or less. (One of the proposals, as filed, has an internal conflict which references both a three year and a ten year term). The levy is based on the millage, and therefore, the actual amount collected is dependent on the taxable value of property in the City. This amount, if approved by the voters, would be segregated and could only be used for library operations.

If one or more of the four ballot proposals pass, then a new independent library board (Library Board), independent of City Council, must be established. City Council appoints the initial provisional board, based on fitness for office, until the next municipal election. The elected non-partisan library board members would eventually serve six year terms, but the initial terms are set up to accommodate staggered terms (2 year, 4 year, and 6 year terms initially).

The Library Board would be responsible for the operation of the library, including the hiring and administration of employees, acquisition of property (real and personal), maintenance, etc.. The disposition of the library building, contents, and collection would be determined by Council as part of the implementation of the successful passage of the ballot question(s). Council may wish to donate, lease, or sell to the Library Board any or all of the above, guided by the best interest of the public.

The City would be responsible to collect the library millage, up to the maximum amount approved by the voters and as determined through the Library Board's budgeting process, just as the City collects on behalf of the school district, the county, etc.. The requested amount would be transferred to the



CITY COUNCIL AGENDA ITEM

Library Board. The Library Board does not have any authority to issue bonds or to demand anything other than what is approved by the voters. The Library Board would be subject to the Open Meetings Act and the Freedom of Information Act, which provides transparency.

If more than one of the four separate proposals were approved by the voters, it would be my recommendation, based on analogous scenarios, that Council direct the collection of the approved millage, based on the proposal receiving the highest number of votes.

In addition to these four ballot proposals, a separate initiative petition for an ordinance concerning the library was mentioned during the public comment portion of the September 20, 2010 City Council meeting. Although this issue is not a matter for the November 2010 ballot, it has been suggested that this proposal is an option in addition to or in place of the four independent library proposals. Similar to the four ballot proposal questions, this petition is not City sponsored. To the best of my knowledge, City Administration has not seen a copy of the petition that is being circulated, nor has it been requested, since there are statutory restrictions tied to using City resources for election questions. However, it may be beneficial for City Council, as well as members of the public, to be informed about this legislative process. Under Troy's Charter, Section 5.11, citizens can circulate petitions, seeking the adoption of a new legislative ordinance. Any such petition must set forth the entire text of the proposed new ordinance, and must be signed by at least 2,000 registered electors of the City within a 90 day period of time. If such a petition is filed, the City Clerk would verify that the signatory requirements are satisfied. The petition would then be submitted to the Troy City Council for review. Under Section 5.12, the City Council has thirty days to either adopt the ordinance as submitted, or referred to the voters. There is a minimum six month period of time where Council would be prohibited from amending or repealing an ordinance passed through the initiative process, under Charter Section 5.14.

According to one of the speakers at the September 20, 2010 City Council meeting, it appears that the petition proposes an ordinance that requires the City to operate a library for 55 hours per week. State Statute limits the initiative process to legislative matters, and does not allow for ballot questions on administrative matters. This distinction between administrative and legislative matters led to a Charter Amendment ballot proposal in November 2005, seeking authority for advisory ballot questions. If filed, City Council would determine if the proposal meets the legislative criteria. Council could decide to place an administrative proposal on the ballot as a non-binding advisory question.

Declaratory actions may also be initiated. These are lawsuits asking for a Court ruling for clarity or procedural guidance, as opposed to a lawsuit seeking monetary damages

According to the Petition Receipts of Filing, the following individuals filed the ballot question petitions:

Library Millage Proposal 1 –	Rhonda Hendrickson
Library Millage Proposal-	William M. Redfield
Library Millage Proposal-	Kathleen O'Loughlin
Library Millage Proposal-	Robert D. Outland

Additional filing information is available at the City Clerk's Office.