TROY CITY COUNCIL

Regular Meeting Agenda

March 23, 2026

Convening at 7:30 PM

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.**

500 West Big Beaver
Troy, MI 48084
troymi.gov

The Honorable Mayor and City Council Members
City of Troy
500 West Big Beaver
Troy, MI 48084

Dear Mayor and City Council Members,

This agenda has been prepared in accordance with the City Council's Rules of Procedure, offering details to assist in informed deliberations. Many of the items on the agenda also include recommendations from City staff for your review and consideration.

I would like to acknowledge the efforts of numerous City staff members who contributed to preparing this agenda. We have made every effort to ensure the information is thorough and accurate. However, should there be any questions or if further details are needed, City staff remain available to assist at any time.

Please contact the City Manager's Office at CityManager@troymi.gov or (248) 524-3330 for any inquiries or requests for additional information.

Respectfully,

Frank A. Nastasi
City Manager

Chapter 14A- Elected and Appointed Persons' Ethics Ordinance
Section 14.3 Annual Training and Acknowledgment

We, the undersigned Members of Troy City Council, have reviewed Chapter 14A- Elected and Appointed Persons' Ethics Ordinance, understand its contents, and agree to be bound by its provisions.

Signed this 17th day of November, 2025.

Mayor Ethan Baker

Council Member Annalisa Bluhm

Council Member Theresa Brooks

Council Member Rebecca Chamberlain

Mayor Pro Tem Hirak Chanda

Council Member Mark Gunn

Council Member David Hamilton

CITY COUNCIL AGENDA

March 23, 2026 - 7:30 PM

City Council Chambers
500 W. Big Beaver Rd.
Troy, MI 48084
(248) 524-3316
View the Meeting Live at: www.troymi.gov/webcast or on Local Access Cable Channels (WOW–Ch 10, Comcast–Ch 17, AT&T–Ch 99)

INVOCATION: Reverend Matt Schuler, Pastor of Community from Faith Troy

PLEDGE OF ALLEGIANCE:

A. CALL TO ORDER:

B. ROLL CALL:

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C.1. No Certificates of Recognition and Special Presentations

D. CARRYOVER ITEMS:

D.1. No Carryover Items

E. PUBLIC HEARINGS:

E.1. Public Hearing – Conditional Rezoning – (JPCR2025-010) – Proposed Z Square Medical Office Building, North Side of Big Beaver, East Side of Frankton (PIN 88-20-22-358-028 & -029), Section 22, From R-1E (One-Family Residential) Zoning District to BB (Big Beaver) Zoning District (Introduced by: Brent Savidant, Community Development Director)

E.2. Liquor Violation Hearing- Bottle and Cork (Introduced by: Lynn Giorgi, Police Staffing and Standards Specialist)

F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

G. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

H. POSTPONED ITEMS:

H.1. No Postponed Items

I. REGULAR BUSINESS:

I.1. Board and Committee Appointments: a) Mayoral Appointments - None; b) City Council Appointments - Election Commission, Employees Retirement System Board of Trustees / Retiree Health Care Benefits Plan and Trust

I.2. Board and Committee Nominations: a) Mayoral Nominations - Global Troy Advisory Committee; b) City Council Nominations - Historic District Commission, Liquor Advisory Committee, Personnel Board

I.3. No Closed Session Requested

I.4. Standard Purchasing Resolution 8: Best Value Award - Brownfield Consulting Services and Budget Amendment (Introduced by: Chris Wilson, Assistant City Manager)

I.5. Contract Extension — Concrete Slab Replacement (Introduced by Mike Verstraete, Streets and Drains Operations Manager)

I.6. Bid Waiver - Freedom of Information Act Request Management Software - City Clerk's Office and Police Department (Introduced by: Alex Bellak, Information Technology Director)

J. CONSENT AGENDA:

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

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

J.2. Approval of City Council Minutes

J.2.a. City Council Minutes-Draft - March 2, 2026

J.3. **Proposed City of Troy Proclamations:**

J.3.a. **Proclamation to Recognize Lt. Brandon Hall as the 2025 Firefighter of the Year**

J.3.b. **Proclamation to Recognize Troy Baseball Boosters for 65 Years of Serving the Community**

J.4. **Standard Purchasing Resolutions:**

J.4.a. **Standard Purchasing Resolution 4: Sourcewell Cooperative Purchasing Contract – LED Street Light Replacement**

J.4.b. **Standard Purchasing Resolution 9: Approval to Expend Funds for Membership and Renewals Over $10,000 - Michigan Municipal League**

J.5. **Storm Management Operations and Maintenance Agreement, GFA Development, Inc., Pine View Condominiums, Sidwell #88-20-12-476-070**

J.6. **Stormwater Management Operations and Maintenance Agreement, Gary Abitheira, Sidwell #88-20-26-401-045**

J.7. **Request for Acceptance of a Permanent Easement, Sidwell #88-20-09-426-018**

J.8. **Sub-recipient Agreement between Oakland County and City of Troy for 2026 High Intensity Drug Trafficking Area (HIDTA) Grant**

J.9. **Private Agreement – Contract for Installation of Municipal Improvements Eckford Woods Site Condominium - Project No. 23.907.3**

J.10. **Proposed Consent Judgment Troy v. 5024 Rochester Road**

J.11. **Traffic Committee Recommendations – February 18, 2026**

J.12. **Authorization for Grant Submittal – Local Bridge Program**

J.13. **Request for Recognition as a Nonprofit Organization from Friends of Troy Seniors/Troy Community Foundation**

J.14. **Uniform Video Service Local Franchise Agreement with DirecTV**

J.15. **Scheduled Contract Reopener with Great Lakes Water Authority- Amendment #5**

J.16. **Clinton River Watershed Council Membership and Services 2026-31**

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K.1. **Announcement of Public Hearings:**

K.1.a. **April 6, 2026 - ZONING ORDINANCE TEXT AND MAP AMENDMENTS (File Number ZOTA 258) – Neighborhood Node Revisions – Text Amendments and Map Amendments (Rezonings)**

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

L. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

M. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

N. COUNCIL REFERRALS:

N.1. **No Council Referrals Submitted**

O. REPORTS:

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

O.2. **Department Reports:**

O.2.a. **February 2026 Emergency Medical Services (EMS) Monthly Report**

O.3. **Letters of Appreciation:**

O.3.a. **Letter of Appreciation to Assessing Department from Howard Adams**

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

O.5. **Oakland County Treasurer's Office Foreclosure Prevention**

P. COUNCIL COMMENTS:

P.1. Council Member Hamilton Comment - Community Polling on Capital Priorities

Q. PUBLIC COMMENT FOR ITEMS ON OR NOT ON THE AGENDA FROM MEMBERS OF THE PUBLIC OUTSIDE OF TROY (NOT RESIDENTS OF TROY AND NOT FROM TROY BUSINESSES):

R. CLOSED SESSION

R.1. No Closed Session Requested

S. ADJOURNMENT

2026 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

Wednesday, March 25, 2026	Special Meeting - City Manager & City Attorney Evaluations
Monday, April 13, 2026	Special Meeting - Proposed 2026 Budget
Wednesday, April 15, 2026 (as needed)	Special Meeting - Proposed 2026 Budget
Monday, July 27, 2026	Special Meeting - EMS Performance Evaluation

2026 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

April 6, 2026	Regular Meeting
April 27, 2026	Regular Meeting
May 11, 2026	Regular Meeting
May 18, 2026	Regular Meeting
June 15, 2026	Regular Meeting
June 29, 2026	Regular Meeting
July 13, 2026	Regular Meeting
July 27, 2026	Regular Meeting
August 10, 2026	Regular Meeting
August 31, 2026	Regular Meeting
September 14, 2026	Regular Meeting
September 28, 2026	Regular Meeting
October 5, 2026	Regular Meeting
October 26, 2026	Regular Meeting
November 9, 2026	Regular Meeting
November 16, 2026	Regular Meeting
December 7, 2026	Regular Meeting
December 14, 2026	Regular Meeting

CITY COUNCIL AGENDA

March 23, 2026 - 7:30 PM

City Council Chambers
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Troy, MI 48084
(248) 524-3316
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INVOCATION: Reverend Matt Schuler, Pastor of Community from Faith Troy

PLEDGE OF ALLEGIANCE:

A. CALL TO ORDER:

B. ROLL CALL:

a) Mayor Ethan Baker
Annalisa Bluhm
Theresa Brooks
Rebecca A. Chamberlain
Hirak Chanda
Mark Gunn
David Hamilton

Excuse Absent Council Members:

Suggested Resolution
Resolution #2026-03-
Moved by
Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of _____ at the Regular City Council Meeting of March 23, 2026, due to _____.

Yes:
No:

MOTION CARRIED / FAILED

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C.1. No Certificates of Recognition and Special Presentations

D. CARRYOVER ITEMS:

D.1. No Carryover Items

E. PUBLIC HEARINGS:

E.1. Public Hearing – Conditional Rezoning – (JPCR2025-010) – Proposed Z Square Medical Office Building, North Side of Big Beaver, East Side of Frankton (PIN 88-20-22-358-028 & -029), Section 22, From R-1E (One-Family Residential) Zoning District to BB (Big Beaver) Zoning District (Introduced by: Brent Savidant, Community Development Director)

Suggested Resolution
Resolution #2026-03-
Moved by
Seconded by

WHEREAS, The City is in receipt of a proposed rezoning request from R-1E (One Family Residential) District to BB (Big Beaver) District; and

WHEREAS, The subject property to be conditionally rezoned is located north of Big Beaver on the east side of Frankton, PIN 88-20-22-358-028, being approximately 0.711 acres in size; and

WHEREAS, The applicant voluntarily offered a number of conditions, as per Section 16.04 of the City of Troy Zoning Ordinance; and

WHEREAS, The conditional rezoning was considered by the Planning Commission following a public hearing held on December 9, 2025 and remaining open until January 13, 2026; and

WHEREAS, The Planning Commission, by a vote of 8-0, recommends approval of the conditional rezoning; and

WHEREAS, The proposed conditional rezoning is supported by the Master Plan and advances the general and specific development policies of the Master Plan; and

WHEREAS, The conditional rezoning would permit greater flexibility in use and development of the property; and

WHEREAS, The conditions offered by the applicant reasonably protect the adjacent properties; and

WHEREAS, The conditional rezoning would be compatible with surrounding zoning and land use; and

WHEREAS, The proposed conditional rezoning meets the Standards for Rezoning Approval listed in Section 16.04.C(3) of the City of Troy Zoning Ordinance.

THEREFORE BE IT RESOLVED, City Council hereby **APPROVES** the R-1E District to be

conditionally rezoned to BB District; and

BE IT FURTHER RESOLVED, City Council hereby **APPROVES** the Conditional Rezoning Agreement and related attachments; and

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the Mayor and City Clerk to sign the Conditional Rezoning Agreement on behalf of the City of Troy.

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

Yes:
No:

MOTION CARRIED / FAILED

E.2. Liquor Violation Hearing- Bottle and Cork (Introduced by: Lynn Giorgi, Police Staffing and Standards Specialist)

Suggested Resolution
Resolution #2026-03-
Moved by
Seconded by

WHEREAS, The City of Troy scheduled a hearing, as allowed under State Law and Chapter 101 of the City of Troy Ordinances, as well as the Liquor License Agreement between the licensee and the City, and properly noticed this hearing; and,

WHEREAS, The purpose of the hearing was to review the following liquor license violation:

Name:	Bottle & Cork Wine Shop LLC
Address:	1660 John R Rd. Troy, MI 48083
License No:	(L-000011018/L-000018683)
Violation:	SALE TO MINOR (Compliance Test) on November 26, 2025; and

WHEREAS, After due notice, the licensee was given the opportunity to contest this cited violation before the Troy City Council on Monday, March 23, 2026 and/or an opportunity to provide additional information concerning the licensee's alcohol service, and adjoining property owners were also provided with an opportunity to provide public comment; and,

WHEREAS, The licensee does not contest the cited liquor license violation or wish to proceed to hearing;

NOW, THEREFORE, BE IT RESOLVED, That due to the violation at the licensed establishment, the Troy City Council **REQUIRES** the licensee to provide proof to the Troy Police Department within 180 days that all serving employees successfully completed a server training program, as defined under State Law (MCL 436.1906).

BE IT FURTHER RESOLVED, That if the licensee does not provide proof within the allocated 180 days, then licensee **SHALL APPEAR** at the next regularly scheduled Troy City Council meeting to explain the reasons for the non-compliance.

BE IT FINALLY RESOLVED, That the licensee's non-compliance **MAY SERVE** as a basis for the Troy City Council to take adverse action against the licensee.

Yes:
No:

MOTION CARRIED / FAILED

F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

In accordance with the Rules of Procedure for the City Council:

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. NOTE TO THE PUBLIC: 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 of items that are included in the pre-printed agenda booklet shall be given a fifteen (15) minute presentation time that may be extended with the majority consent of City Council.
- Any member of the public, not a petitioner of an item, shall be allowed to speak for up to three (3) minutes to address any Public Hearing item.
- Any member of the public, not a petitioner of an item, does not have the right to engage in discussion or debate with City Council during the Public Comment portions of the meeting.
- All members of the public who wish to address the Council at a meeting shall be allowed to speak only if they have signed up to speak within thirty minutes before or within fifteen minutes after the meeting's start time. Signing up to speak requires each speaker provide his or her name. If the speaker is addressing an item(s) that appears on the pre-printed agenda, then the speaker shall also identify each such agenda item number(s) to be addressed.
- City Council may waive the requirements of this section by a consensus of the City Council.
- Agenda items that are related to topics where there is significant public input anticipated should initiate the scheduling of a special meeting for that specific purpose.

Prior to Public Comment, the Mayor may provide a verbal notification of the rules of decorum for City Council meetings or refer to the pre-printed agenda booklet, which will include the following language, as approved by City Council:

Please direct your comments to the City Council as a whole rather than to any individual. Please do not use expletives or make derogatory or disparaging comments about any individual or group. If you do, there may be immediate consequences, including being muted and having your comments omitted from any re-broadcast of the meeting. Please abide by these rules in order to minimize the possibility of disrupting the meeting.

G. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

H. POSTPONED ITEMS:

H.1. No Postponed Items

I. REGULAR BUSINESS:

I.1. Board and Committee Appointments: a) Mayoral Appointments - None; b) City Council Appointments - Election Commission, Employees Retirement System Board of Trustees / Retiree Health Care Benefits Plan and Trust

a) Mayoral Appointments: None

b) City Council Appointments

Suggested Resolution
Resolution #2026-03-
Moved by
Seconded by

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

Election Commission
Appointed by Council
2 Regular Members and 1 Charter Member
1 Year Term

Nominations to the Election Commission:

Term Expires: 1/31/2027	**Stephen Sadlier**	**Democratic Party Recommendation**
	Term currently held by: Stephen Sadlier	
Term Expires: 1/31/2027	**Ray Watts**	**Republican Party Recommendation**
	Term currently held by: Ray Watts	

Employees Retirement System Board of Trustees / Retiree Health Care Benefits Plan and Trust
Appointed by Council
7 Regular Members and 2 Ordinance Members
3 Year Term

Nomination to the Employees Retirement System Board of Trustees / Retiree Health Care Benefits Plan and Trust:

Term Expires: 12/31/2028	Mark Owczarzak	City of Troy Retiree
	Term currently held by: Mark Owczarzak	

Yes:
No:

MOTION CARRIED / FAILED

I.2. Board and Committee Nominations: a) Mayoral Nominations - Global Troy Advisory Committee; b) City Council Nominations - Historic District Commission, Liquor Advisory Committee, Personnel Board

a) Mayoral Nominations:

Suggested Resolution
Resolution #2026-03-
Moved by
Seconded by

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

Global Troy Advisory Committee
Appointed by Mayor
12 Regular Members
3 Year Term

Current Members:

Name	Application Expiration	Appointment Expiration	Notes 1	Notes 2
Baker, Ethan		11/8/2027	Mayor	
Bica-Grodsky, Lisa	9/23/2025	10/30/2026		
Chezick, Edward	10/20/2024	10/30/2028		
Fakhoury, Awni	9/28/2023	10/30/2027		
Lee, Seojin Sarah		7/31/2026	Troy High School Student Rep.	
Ljuljdjuraj, Lula		7/31/2026	International Academy Student Rep	
Marshall, Everett		7/31/2026	Athens High School Student Rep.	
Mohideen, Syeda	9/28/2023	10/30/2027		

Natcheva, Daniela	11/8/2021	10/30/2028		
Neal, Lisa		10/30/2026		
Sekhri, Suneel	11/5/2023	10/30/2027		
Vacancy		10/30/2026	Sadia Cheriguene resigned in 2025	
Vacancy		10/30/2028	Carolina Noguez-Ortiz resigned 1/5/2026	BRA exp 4/30/2026
Vacancy		10/30/2026	Michelle Haight resigned 11/3/2025	
Zhou, Yudong	12/7/2024	10/30/2028		

Nominations to the Global Troy Advisory Committee:

Term Expires: 10/30/2026	
	Term currently held by: Vacancy - Michelle Haight resigned
Term Expires: 10/30/2026	
	Term currently held by: Vacancy - Sadia Cheriguene resigned
Term Expires: 10/30/2028	
	Term currently held by: Vacancy-Carolina Noguez-Ortiz resigned

Interested Applicants:

Name	Application Expiration	Notes 1
Amato, Karen	11/19/2027	Liquor Adv. Comm. exp 1/31/2027
Anam, Kavya	7/15/2027	Troy HS Student - Graduates 2028
Batool, Syeda	3/5/2026	
Comiskey, Ann	12/22/2026	Liquor Adv. Comm. exp 1/31/2027
Devulapalli, Ramachandra	8/29/2026	
Dicker, Susanne Forbes	12/26/2026	
Gill, Jasper	1/13/2028	
Neal, Lisa	2/24/2028	
Suresh, Nidheesh	7/29/2027	International Academy Student - Graduates 2026
Swaminathan, Abi	7/8/2027	Traffic Comm exp 1/31/2027; Historic Dist Comm exp 5/15/2027

Yes:
No:

MOTION CARRIED / FAILED

b) City Council Nominations:

Suggested Resolution
Resolution #2026-03-
Moved by
Seconded by

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

Historic District Commission

Appointed by Council
7 Regular Members
3 Year Term

Current Members:

Name	Application Expiration	Appointment Expiration	Notes 2	Notes 3
Adams, John Howard	3/5/2026	5/15/2027	Bd of Review exp 1/31/2029	
Chambers, Barbara	1/18/2025	3/1/2026	ZBA exp 1/31/2027	
Emerson, Rosalyn	12/12/2027	3/1/2026		Requests Reappointment
Frisen, Sande	1/2/2027	3/1/2028	BCBA exp 1/1/2030	
Murrish, Dale	2/6/2027	5/15/2027		
Rahman, Sadek	10/15/2022	3/1/2026		
Swaminathan, Abi	9/2/2025	5/15/2027	Traffic Comm exp 1/31/2027	

Nominations to the Historic District Commission:

Term Expires: 3/1/2029	
	Term currently held by: Barbara Chambers
Term Expires: 3/1/2029	
	Term currently held by: Rosalyn Emerson
Term expires: 3/1/2029	
	Term currently held by: Sadek Rahman

Interested Applicants:

Name	Application Expiration	Notes 1
Gault, Thomas	3/2/2028	
Gill, Jasper	1/13/2028	

Liquor Advisory Committee

Appointed by Council
7 Regular Members
3 Year Term

Current Members:

Name	Application Expiration	Appointment Expiration	Notes 3
Amato, Karen	11/19/2027	1/31/2027	
Comiskey, Ann	1/20/2026	1/31/2027	
Giorgi, Lynn		Chapter 101	
Gorcyca, David	12/4/2021	1/31/2026	No Reappointment
Haight, David	4/11/2024	1/31/2028	Resigned 3/11/2026
Jones, Kelly	12/20/2024	1/31/2029	
Kaltsounis, Andrew	6/30/2027	1/31/2027	
Martin, Matthew	5/11/2024	1/31/2028	

Nominations to the Liquor Advisory Committee:

Term Expires: 1/31/2029	
	Term currently held by: David Gorcyca
Unexpired Term Expires: 1/31/2028	
	Term currently held by: David Haight (Resigned)

Interested Applicants:

Name	Application Expiration	Notes 1
Gault, Thomas	3/2/2028	
Sabbagh, Allen	9/17/2026	
Wodzinski, Todd	12/9/2026	LDFA exp 6/30/2027

Personnel Board

Appointed by Council
5 Regular Members
3 Year Term

Current Members:

Name	Application Expiration	Appointment Expiration	Notes 1	Notes 2	Notes 3
Forster, Jeffrey	1/22/2026	4/30/2027			
Gordon, Pamela	4/2/2020	4/30/2027			

Haight, David	7/17/2022	4/30/2026	Resigned		
Parpart, Jane	4/3/2026	4/30/2027			
Sackrison, Anne	2/23/2028	4/30/2026			

Nominations to the Personnel Board:

Term Expires: 4/30/2029	
	Term currently held by: Haight, David - Resigned 3/11/2026
Term Expires: 4/30/2029	
	Term currently held by: Sackrison, Anne

Interested Applicants:

Name	Application Expiration	Notes 1	Notes 2
Adams, John Howard	12/15/2027		Board of Review exp 1/31/2029
Beyer, Joseph	10/15/2026		
Sabbagh, Allen	9/17/2026		

Yes:
No:

MOTION CARRIED / FAILED

I.3. No Closed Session Requested

I.4. Standard Purchasing Resolution 8: Best Value Award - Brownfield Consulting Services and Budget Amendment (Introduced by: Chris Wilson, Assistant City Manager)

Suggested Resolution
Resolution #2026-03-
Moved by
Seconded by

BE IT RESOLVED, That Troy City Council hereby **AWARDS** a two (2) year contract to provide Brownfield Consulting Services with an option to renew for two (2) additional one-year terms to the highest rated proposer, Fishbeck of Grand Rapids, MI as a result of a best value process at the hourly rates and fee schedule as detailed in the Bid Tabulation dated January 8, 2026; a copy of which shall be **ATTACHED** to the original Minutes of this meeting; contract to expire March 31, 2030.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a budget amendment in the amount of $10,000 to the Brownfield Redevelopment Authority Fund contingent upon approval by the Brownfield Redevelopment Authority.

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

Yes:
No:

MOTION CARRIED / FAILED

I.5. Contract Extension — Concrete Slab Replacement (Introduced by Mike Verstraete, Streets and Drains Operations Manager)

Suggested Resolution
Resolution #2026-03-
Moved by
Seconded by

RESOLVED, That in the best interest of the City, Troy City Council hereby **AWARDS** a one (1) year contract extension to, DiLisio Construction Inc., of Clinton Township, MI, for the Concrete Slab Replacement Program at budgeted amounts as approved through the 2027 Capital Budget, under the same pricing, terms and conditions as detailed in the bid tabulation from the contract approved by City Council on March 20, 2023 (Resolution #2023-03-048-J-4b); a copy of which shall be **ATTACHED** to the original Minutes of this meeting; contract to expire June 30, 2027.

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

Yes:
No:

MOTION CARRIED / FAILED

I.6. Bid Waiver - Freedom of Information Act Request Management Software - City Clerk's Office and Police Department (Introduced by: Alex Bellak, Information Technology Director)

Suggested Resolution
Resolution #2026-03-
Moved by
Seconded by

RESOLVED, That in the best of interest of the City, Troy City Council hereby **WAIVES** the bid process and **APPROVES** a contract for the purchase and implementation of NextRequest, FOIA request management software, to *CivicPlus of Manhattan, KS*, for an estimated total amount of $14,034.40 for the first year, with annual recurring costs of $18,976.00, subject to the annual uplift fee not to exceed 5% for the first 5 years. Costs will be split between the City Clerk's Office and Police Department budgets.

Yes:
No:

MOTION CARRIED / FAILED

J. CONSENT AGENDA:

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

Suggested Resolution
Resolution #2026-03-
Moved by
Seconded by

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

Yes:
No:

MOTION CARRIED / FAILED

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

J.2. Approval of City Council Minutes

Suggested Resolution
Resolution #2026-03-

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

J.2.a. City Council Minutes-Draft - March 2, 2026

J.3. Proposed City of Troy Proclamations:

Suggested Resolution
Resolution #2026-03-

J.3.a. Proclamation to Recognize Lt. Brandon Hall as the 2025 Firefighter of the Year

J.3.b. Proclamation to Recognize Troy Baseball Boosters for 65 Years of Serving the Community

J.4. Standard Purchasing Resolutions:

J.4.a. Standard Purchasing Resolution 4: Sourcewell Cooperative Purchasing Contract – LED Street Light Replacement

Suggested Resolution
Resolution #2026-03-

BE IT RESOLVED, That the Troy City Council hereby **AWARDS** a contract to *Lightspec Michigan, LLC of Madison Heights, MI* for the purchase of Replacement LED Streetlights for an estimated total cost of $49,741.82, at prices detailed and contained in the attached quote as per the Sourcewell Contract #041525-SINF, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

J.4.b. Standard Purchasing Resolution 9: Approval to Expend Funds for Membership and Renewals Over $10,000 - Michigan Municipal League

Suggested Resolution
Resolution #2026-03-

RESOLVED, Payment is **AUTHORIZED** for annual membership dues to the Michigan Municipal League, for the time period of May 1, 2026 through April 30, 2027, in the amount of $15,749.00.

J.5. Storm Management Operations and Maintenance Agreement, GFA Development, Inc., Pine View Condominiums, Sidwell #88-20-12-476-070

Suggested Resolution
Resolution #2026-03-

BE IT RESOLVED, That Troy City Council hereby **APPROVES** a Stormwater Management Operations and Maintenance Agreement between GFA Development, Inc. and the City of Troy outlining a plan to install, maintain and operate the private stormwater system and underground detention facility on the properties owned by Motor City Church International and identified by Sidwell #88-20-12-476-070.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the Mayor and City Clerk to execute the Agreement, and

BE IT FINALLY RESOLVED, That the City Clerk is **DIRECTED TO RECORD** the Agreement with Oakland County Register of Deeds, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J.6. Stormwater Management Operations and Maintenance Agreement, Gary Abitheira, Sidwell #88-20-26-401-045

Suggested Resolution
Resolution #2026-03-

BE IT RESOLVED, That Troy City Council hereby **APPROVES** a Stormwater Management Operations and Maintenance Agreement between Gary Abitheira and the City of Troy outlining a plan to install, maintain and operate the private stormwater system and underground detention facility on the properties owned by Motor City Church International and identified by Sidwell #88-20-26-401-045.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the Mayor and City Clerk to execute the Agreement.

BE IT FINALLY RESOLVED, That the City Clerk is **DIRECTED TO RECORD** the Agreement with Oakland County Register of Deeds, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J.7. Request for Acceptance of a Permanent Easement, Sidwell #88-20-09-426-018

Suggested Resolution
Resolution #2026-03-

BE IT RESOLVED, That Troy City Council hereby **ACCEPTS** a permanent easement for storm sewers and surface drainage from Bogdan Bratu and Ildico Bratu, owners of the property having Sidwell #88-20-09-426-018.

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

J.8. Sub-recipient Agreement between Oakland County and City of Troy for 2026 High Intensity Drug Trafficking Area (HIDTA) Grant

Suggested Resolution
Resolution #2026-03-

WHEREAS, The Oakland County Narcotic Enforcement Team (NET) is a multi-jurisdictional drug enforcement task force charged with the responsibility of investigating drug trafficking within Oakland County and Southeastern Michigan. The purpose of the task force is to detect and apprehend persons who violate narcotic and drug laws; and,

WHEREAS, Troy Police Department provides a full-time investigator for participation in NET; and,

WHEREAS, NET has entered into a Grant agreement with the Michigan High Intensity Drug Trafficking Area of the United States Office of National Drug Control Policy whereby NET investigators are eligible to receive reimbursement for qualifying NET-related costs, including overtime costs; and,

WHEREAS, a Subrecipient Agreement between Oakland County and City of Troy is required for purposes of receiving reimbursement for qualifying costs associated with the Troy PD investigator

assigned to NET:

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the attached 2026 HIDTA Grant Subrecipient Agreement between Oakland County and City of Troy;

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Chief of Police to sign the 2026 HIDTA Grant Subrecipient Agreement between Oakland County and City of Troy, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J.9. Private Agreement – Contract for Installation of Municipal Improvements Eckford Woods Site Condominium - Project No. 23.907.3

Suggested Resolution
Resolution #2026-03-

RESOLVED, That Troy City Council hereby **APPROVES** the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and Icon Building and Development, LLC for the installation of Water Main, Sanitary Sewer, Storm Sewer, Concrete Pavement, Asphalt Path & Sidewalk, and the Mayor and City Clerk are **AUTHORIZED** to execute the documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J.10. Proposed Consent Judgment Troy v. 5024 Rochester Road

Suggested Resolution
Resolution #2026-03-

RESOLVED that the City of Troy City Council approves the proposed Consent Judgment in the City of Troy v 5024 Rochester Road, LLC, condemnation case, Oakland County Circuit Court case number 2025-213609 CC, and authorizes payment in the amounts stated therein from Account Number 401.449.202.989.022065, and further authorizes the City Attorney or designee to execute the document on behalf of the City of Troy. A copy of the Consent Judgment is to be attached to the original minutes of this meeting.

J.11. Traffic Committee Recommendations – February 18, 2026

Suggested Resolution
Resolution #2026-03-

BE IT RESOLVED, That a NO PARKING ZONE **BE ESTABLISHED** on the west side of Eleanor, south of Hamman, along the Costello Elementary School frontage when school is in session between 8:30 am & 9:30 am and 3:30 pm & 4:30 pm.

J.12. Authorization for Grant Submittal – Local Bridge Program

Suggested Resolution

Resolution #2026-03-

WHEREAS, The City of Troy wishes to submit a Local Bridge Program Application; and,

WHEREAS, The City of Troy wishes to actively seek participation in the replacement and/or repair of the Beach Road bridge, structure #13611; and,

WHEREAS, The City of Troy believes it is appropriate to apply to the Local Bridge Program for 80% of the construction cost, and the City Council has identified sources of funding to contribute the required local match and any cost overruns;

NOW, THEREFORE, BE IT RESOLVED, That the City of Troy hereby **RESOLVES** to take all actions necessary to apply to the Michigan Department of Transportation Local Bridge Program in connection with the above-referenced bridge on Beach Road, as outlined in the application.

J.13. Request for Recognition as a Nonprofit Organization from Friends of Troy Seniors/Troy Community Foundation

Suggested Resolution
Resolution #2026-03-

RESOLVED, That Troy City Council hereby **APPROVES** the request from Friends of Troy Seniors, asking that they be recognized as a nonprofit organization operating in the community for the purpose of obtaining a charitable gaming license as recommended by City Management.

J.14. Uniform Video Service Local Franchise Agreement with DirecTV

Suggested Resolution
Resolution #2026-03-

WHEREAS, DirecTV has presented the City of Troy with a renewal request for franchise agreement which satisfies the legal and technical requirements of the Uniform Video Service Local Franchise Act, MCL 484.3301 et. seq.; and,

WHEREAS, The City's powers are limited when there is legal and technical compliance;

NOW, THEREFORE, BE IT RESOLVED, That the Troy City Council hereby **FINDS** that the DirecTV Franchise Agreement meets the legal and technical requirements of the Act, and solely for that reason, the Troy City Council hereby **APPROVES** the Renewal Agreement with DirecTV, in compliance with Section 3(3) of the Act.

BE IT FURTHER RESOLVED, That such approval by the City is **GIVEN** only because it is required by the Act, and is **NOT AN INDICATION** of the City's agreement with or assent to any provisions of the Act or Agreement.

BE IT FURTHER RESOLVED, That the approval of the DirecTV Franchise Agreement Renewal **DOES NOT WAIVE** the City's rights to challenge any provisions of the Act and/or any related

provisions of the Agreement, including the argument that such provisions are invalid and unenforceable as violations of law or an unconstitutional impairment of the City's contractual rights; and, furthermore, the City **RESERVES** any and all rights stemming from any successful challenge to such provisions that are undertaken by any other local franchising entity.

BE IT FINALLY RESOLVED, That the Mayor and the City Clerk shall **SIGN** the DirecTV Franchise Agreement Renewal on behalf of the City of Troy, and a copy of the executed agreement shall be **ATTACHED** to the original Minutes of this meeting, and the City Clerk shall **FORWARD** the executed agreement, in addition to a certified copy.

J.15. Scheduled Contract Reopener with Great Lakes Water Authority- Amendment #5

Suggested Resolution
Resolution #2026-03-

WHEREAS, In 2008 the City of Troy and Great Lakes Water Authority (GLWA) entered into a 30-year contract to provide water to the City of Troy which included contract reopeners to adjust factors used to develop annual water rates and allow opportunity for minor clarifications of contract language; and,

WHEREAS, These adjustment factors include pressures, peak hour, max day, and annual volumes in which the City of Troy has been able to control successfully through shifting peak hour usage into the exclusionary period of 11 P.M. to 5 A.M.; and,

WHEREAS, The City of Troy continues to educate and invest in community capital improvement projects as required in this contract;

NOW, THEREFORE, BE IT RESOLVED, That the attached Amendment #5 to the 30-year contract to provide wholesale water between the City of Troy and Great Lakes Water Authority is hereby **APPROVED**, as recommended by the City Administration, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J.16. Clinton River Watershed Council Membership and Services 2026-31

Suggested Resolution
Resolution #2026-03-

RESOLVED, That Troy City Council hereby **APPROVES** the Membership and Agreement for Services between the City of Troy and the Clinton River Watershed Council for stormwater education for MS4 stormwater permit, and the Mayor and City Clerk are **AUTHORIZED** to execute the documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K.1. Announcement of Public Hearings:

K.1.a. **April 6, 2026 - ZONING ORDINANCE TEXT AND MAP AMENDMENTS (File Number ZOTA 258) – Neighborhood Node Revisions – Text Amendments and Map Amendments (Rezonings)**

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

L. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

M. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

N. COUNCIL REFERRALS:

N.1. **No Council Referrals Submitted**

O. REPORTS:

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

O.2. **Department Reports:**

O.2.a. **February 2026 Emergency Medical Services (EMS) Monthly Report**

O.3. **Letters of Appreciation:**

O.3.a. **Letter of Appreciation to Assessing Department from Howard Adams**

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

O.5. **Oakland County Treasurer's Office Foreclosure Prevention**

P. COUNCIL COMMENTS:

P.1. **Council Member Hamilton Comment - Community Polling on Capital Priorities**

Q. PUBLIC COMMENT FOR ITEMS ON OR NOT ON THE AGENDA FROM MEMBERS OF THE PUBLIC OUTSIDE OF TROY (NOT RESIDENTS OF TROY AND NOT FROM TROY BUSINESSES):

R. CLOSED SESSION

R.1. No Closed Session Requested

S. ADJOURNMENT

Respectfully submitted,

Frank A. Nastasi
City Manager

2026 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

Wednesday, March 25, 2026	Special Meeting - City Manager & City Attorney Evaluations
Monday, April 13, 2026	Special Meeting - Proposed 2026 Budget
Wednesday, April 15, 2026 (as needed)	Special Meeting - Proposed 2026 Budget
Monday, July 27, 2026	Special Meeting - EMS Performance Evaluation

2026 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

April 6, 2026	Regular Meeting
April 27, 2026	Regular Meeting
May 11, 2026	Regular Meeting
May 18, 2026	Regular Meeting
June 15, 2026	Regular Meeting
June 29, 2026	Regular Meeting
July 13, 2026	Regular Meeting
July 27, 2026	Regular Meeting

August 10, 2026	Regular Meeting
August 31, 2026	Regular Meeting
September 14, 2026	Regular Meeting
September 28, 2026	Regular Meeting
October 5, 2026	Regular Meeting
October 26, 2026	Regular Meeting
November 9, 2026	Regular Meeting
November 16, 2026	Regular Meeting
December 7, 2026	Regular Meeting
December 14, 2026	Regular Meeting

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

E.1.

Date: March 19, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
R. Brent Savidant, Community Development Director

Subject: PUBLIC HEARING – CONDITIONAL REZONING – (JPCR2025-010) – Proposed Z Square Medical Office Building, North side of Big Beaver, East side of Frankton (PIN 88-20-22-358-028 & -029), Section 22, From R-1E (One Family Residential) Zoning District to BB (Big Beaver) Zoning District (Introduced by: Brent Savidant, Community Development Director)

The applicant SunByrnes Construction seeks conditional rezoning of a 0.711-acre from R-1E to BB. The applicant intends to construct a medical office building and parking lot.

The attached report prepared for the December 9, 2025 Planning Commission Regular meeting summarizes the application.

The applicant has voluntarily offered to restrict the development of the property as follows:

1. The Property shall be developed and used as a professional office / medical office facility.
2. Owner and Developer shall develop and improve the Property in accordance with the approved Site Plan.
3. Landscaping and greenbelt buffers shall be installed and maintained per approved plans.
4. All exterior lighting shall comply with the approved photometric plan.
5. Landscaping buffers shall be maintained along the northern and eastern property lines as depicted on the site plans.
6. Developer will construct a “knee wall” along Frankton.
7. The location of the dumpster shall be in accordance with the site plans.
8. A “No Right Hand Turn” sign shall be erected on the north side of the property as depicted on the site plans.
9. The correct curb cuts are reflected on the site plans.

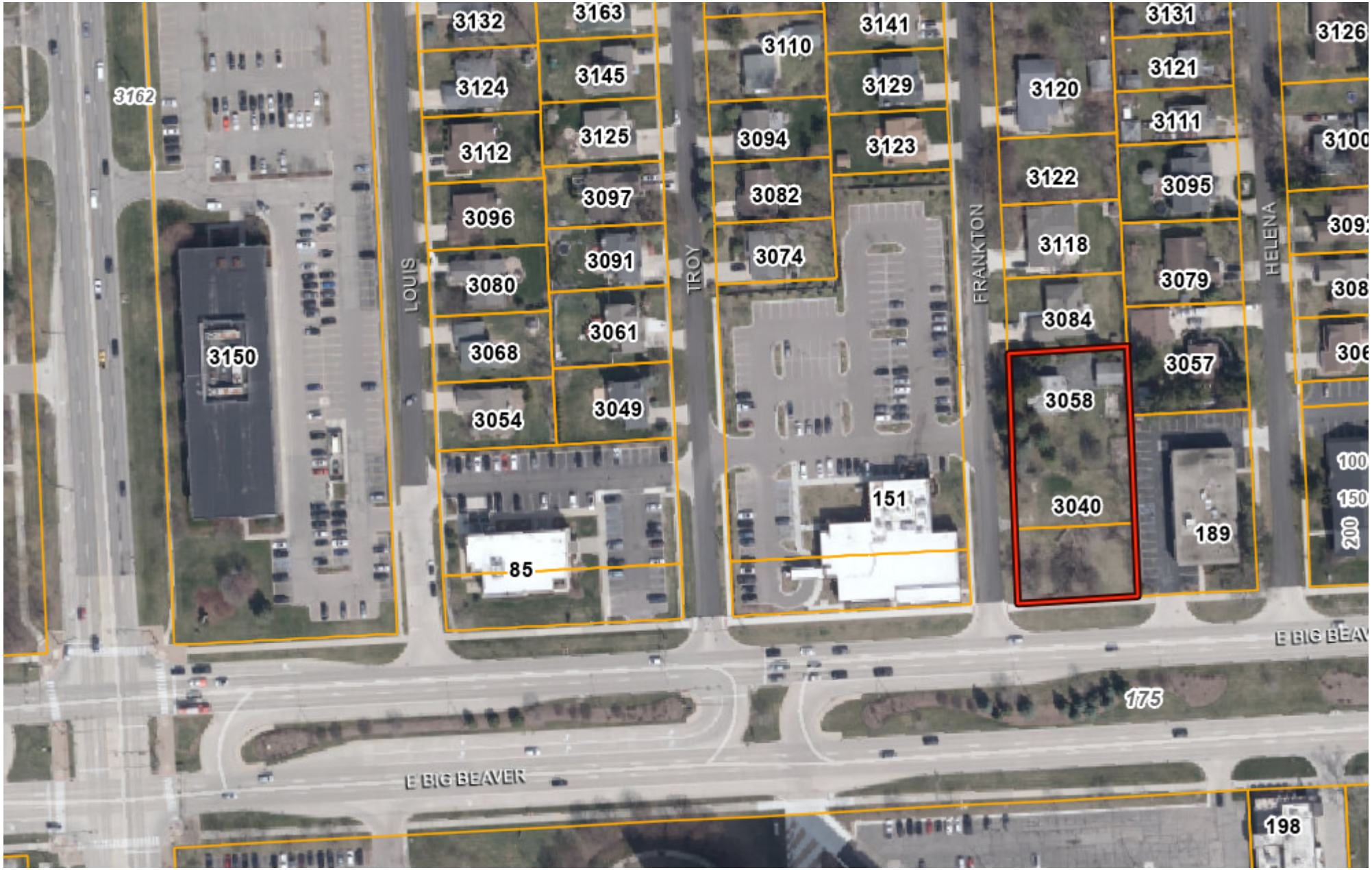
City Council is the approval body for conditional rezoning applications, following a Planning Commission recommendation. The Planning Commission held a public hearing on this item on December 9, 2025. The Planning Commission took action on January 13, 2026 and recommended approval of the request by a vote of 8-0.

A public hearing is scheduled for this item on March 23, 2026.

Attachments:

1. Maps
2. Report prepared by Carlisle/Wortman for December 9, 2025 Planning Commission meeting
3. Minutes from December 9, 2025 Planning Commission Regular meeting (excerpt)
4. Minutes from January 13, 2026 Planning Commission Regular meeting (excerpt)
5. Preliminary Site Plan
6. Conditional Rezoning Agreement
7. Zoning Map Amendment

GIS Online

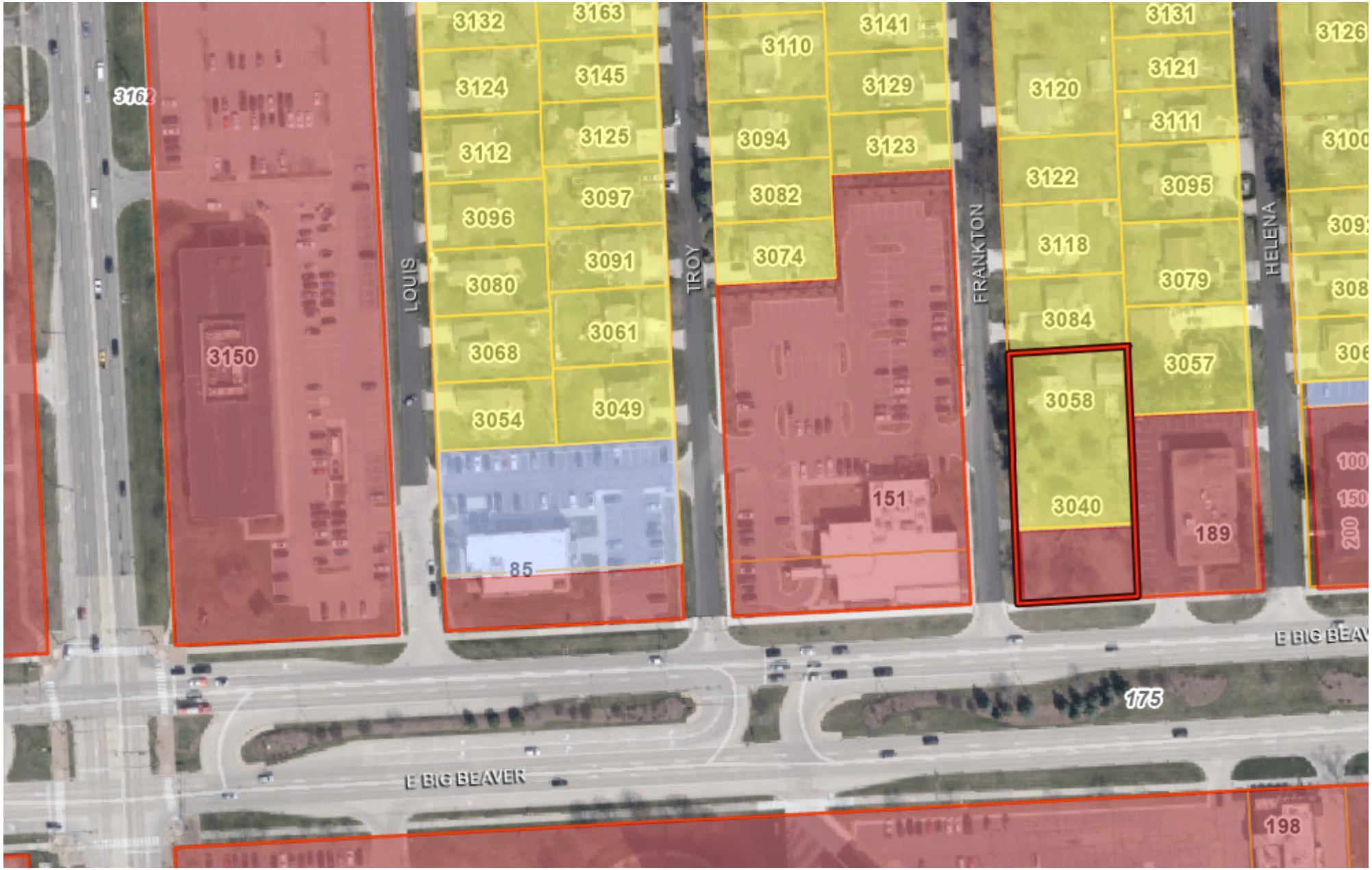


0 200 400 ft

Print Date: 12/3/2025

Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.

GIS Online



0 200 400 ft

Print Date: 12/3/2025

Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.

Carlisle | Wortman
ASSOCIATES, INC.
117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

Date: November 4, 2025
December 2, 2025

Conditional Rezoning and Preliminary Site Plan Approval Review
For
City of Troy, Michigan

Applicant: Brad Byrnes, SunByrnes Construction

Project Name: Z Square Medical Office Building

Plan Date: June 25, 2025

Location: 3040 Frankton Drive (Parcel ID: 20-22-358-022, 20-22-358-006 & 20-22-358-028)

Zoning: BB, Big Beaver
R-1E, Single Family Residential

Proposed Zoning: Conditional Rezoning to BB, Big Beaver

Action Requested: Conditional Rezoning and Preliminary Site Plan Recommendation

PROJECT SUMMARY

A conditional rezoning and site plan application has been submitted to construct a medical office building at the northeast corner of Big Beaver Road and Frankton Avenue. The 0.71-acre site is currently two (2) parcels. The subject site has split zoning of BB, Big Beaver on the front parcel adjacent to Big Beaver Road, and R-1E for the rear parcel. Both parcels are vacant.

Location of Subject Site:

Current Zoning:
R-1E, Single Family Residential (20-22-358-029)
BB, Big Beaver (20-22-358-028)

Current Use of Subject Site:
Undeveloped land

Proposed Uses of Subject Site:
Single tenant medical office building (7,385 square feet)

Surrounding Property Details:

Direction	Zoning	Use
North	R-1E One Family Residential	Single Family Residential
South	BB Form Based District	The Centennial Business Center
East	R-1E One Family Residential	Commercial and Single Family Residential
BB Form Based District	Art of Dermatology	Cooper's Hawk Winery & Restaurant

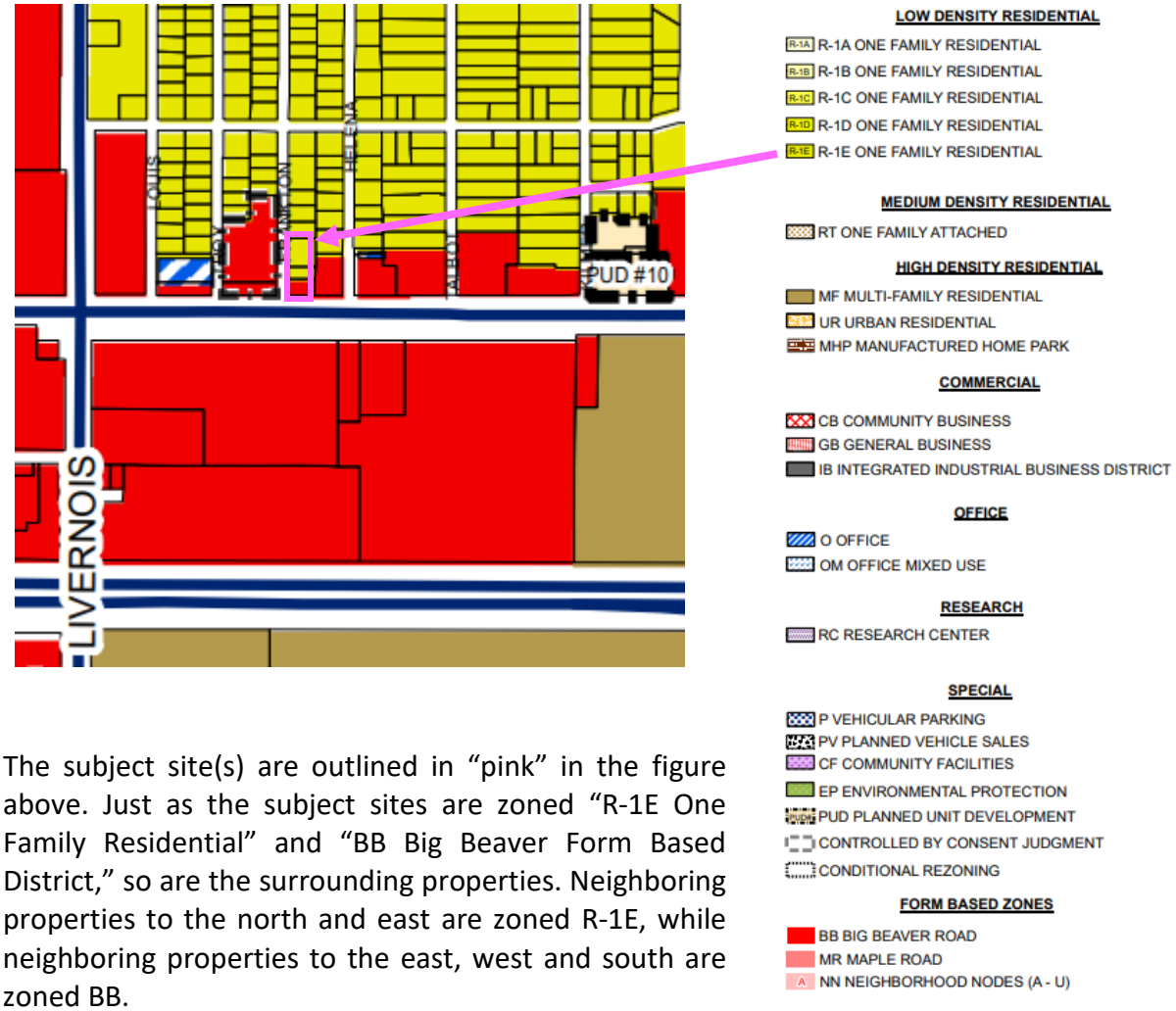
CONDITIONS OFFERED

The applicant has voluntarily offered the following conditions:

1. *The property shall be developed as a medical office facility for Premier Cardiovascular Consultants.*
2. *The building footprint shall not exceed 7,385 sq. ft. of floor area.*
3. *Site improvements shall include greenbelt landscaping along Big Beaver and Frankton Avenue, as shown on the approved landscape plan. Nobody approved this yet*
4. *A lighting system consistent with the submitted photometric plan shall be installed to provide safe illumination while minimizing glare onto adjacent residential properties.*
5. *Screening and buffering shall be maintained on the east and north property lines to protect adjacent residential uses.*
6. *The applicant agrees that the property shall not be used or developed in any manner inconsistent with the conditions described above.*

A project narrative and scope of development have also been provided, supplemental to the conditions above.

ZONING

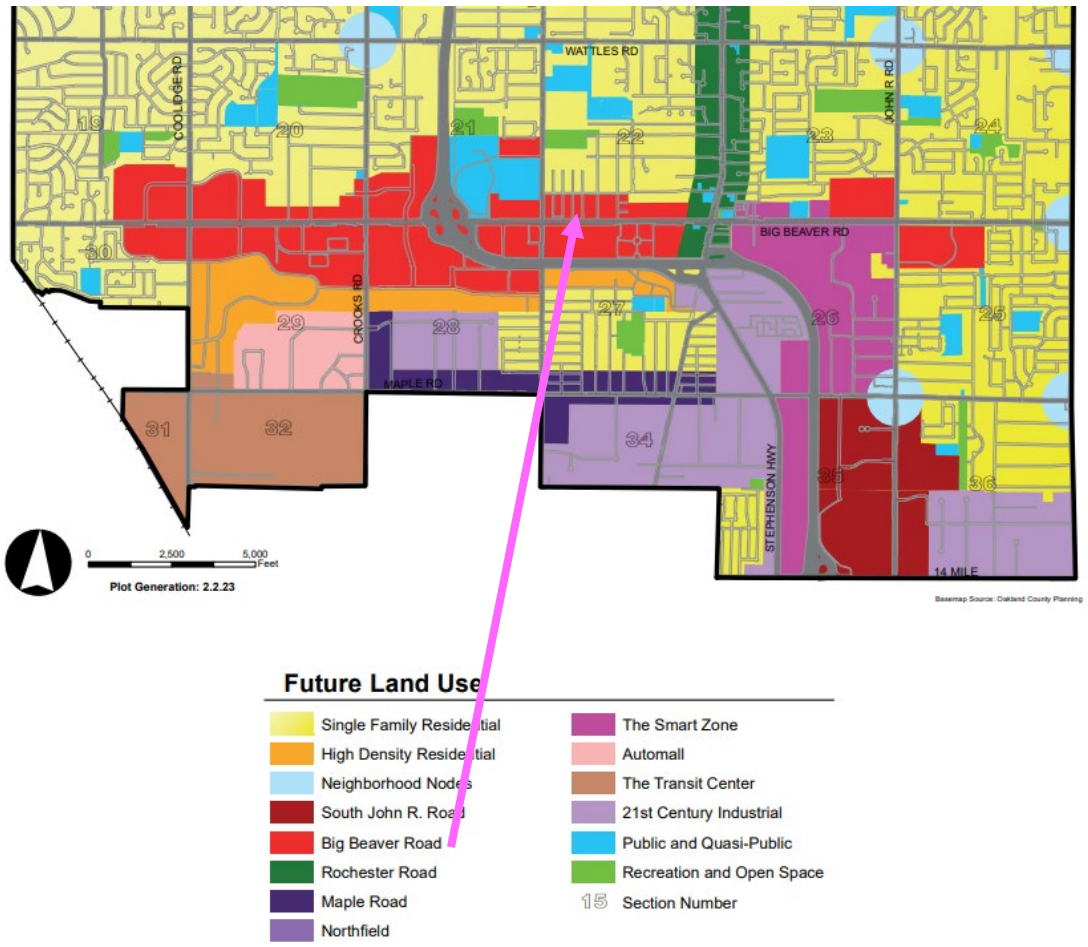


The subject site(s) are outlined in “pink” in the figure above. Just as the subject sites are zoned “R-1E One Family Residential” and “BB Big Beaver Form Based District,” so are the surrounding properties. Neighboring properties to the north and east are zoned R-1E, while neighboring properties to the east, west and south are zoned BB.

Single family homes border the subject site to the north and east. A dermatology office borders to the east, and a restaurant borders to the west. There is a business center across from Big Beaver to the south.

MASTER PLAN

A Future Land Use (FLU) Map illustrates the long-term vision for land use and development of each parcel in the City. In contrast to a Zoning Map, which dictates the types of uses currently permitted on each parcel, a FLU Map illustrates what types of uses are desired for the future. In the City of Troy 2040 Master Plan, the FLU Map is provided on page 86. The Map shows the subject site as BB Form Based District. In sum, the applicant's proposal to conditionally rezone parcels 20-22-358-022 & 20-22-358-006 to BB Form Based District is supported by the Master Plan.



NATURAL FEATURES

Topography: A topographic survey has been provided on Sheet C-1.0. Approximately half of the site has been graded for previous development. The site is very flat.

Wetlands: There are no state regulated wetlands on the site.

Floodplain: The site is not located within a flood hazard zone.

Woodlands: A limited tree inventory and replacement plan was provided but it does not comply with the details required as set forth in Section 13.07.

Items to be Addressed: *Provide tree inventory and replacement plan in compliance with Section 13.07.*

SITE ARRANGEMENT

The applicant proposes a one-story, with a mezzanine, 7,385 square foot medical office building. The building is placed at the hard corner of Big Beaver Road and Frankton Avenue with parking in the rear. Site access is proposed via two curb cuts off Frankton Avenue. There is no access off Big Beaver Road. The site plan includes a full sidewalk along the entire length of Frankton Avenue that connects to the existing Big Beaver Road sidewalk.

Items to be Addressed: *None.*

AREA, WIDTH, HEIGHT, SETBACKS

The proposed medical building is regulated by the standards of Building Form A.

	Required	Provided	Compliance
Front (Big Beaver, Frankton)	10-foot build-to-line	Big Beaver: 10.69 feet Frankton: 15 feet	Complies with Planning Commission approval
Side (east)	N/A, building may be placed up to property line	20.5	Complies
Rear (north)	30 feet	162 feet	Complies

Building Height Max	3 stories, 45 feet	1 story, with a mezzanine, 28 feet	Complies
Minimum Open Space	30%	32%	Complies
Parking Location	Surface parking shall be located in a rear yard or side yard; parking for residential tenants may be provided in integrated garages or below-grade parking.	Screened with Landscaping	Complies with Planning Commission approval

The applicant is seeking relief to place the building 10.69 feet from Big Beaver and 15 feet from Frankton. Parking along the side yard that abuts Frankton Avenue is screened with a landscaping. Alternatives to a screen wall may be approved by the Planning Commission.

Items to be Addressed: *1). Planning Commission to consider building placement waiver; and 2). Planning Commission to consider use of landscaping in lieu of screen wall to screen parking off Frankton.*

PARKING

Section 13.06.G of the Zoning Ordinance requires:

	Required	**Provided**	**Complies**
Medical Office			
1 space per 200 sq/ft of gross floor area	7,385 / 200 = 37 spaces	37 spaces	Complies
ADA Spaces	2 spaces	2 spaces	Complies
Bicycle Spaces	2 space	2 spaces	Complies

Items to be Addressed: *None.*

SITE ACCESS AND CIRCULATION

Vehicular Access and Circulation:
The site has two (2) vehicular point of access off Frankton Avenue. There is no access off Big Beaver Road. The parking lot provides full access and circulation.

Pedestrian Circulation:
A 5-foot-wide sidewalk is provided along Frankton Avenue to connect to the existing sidewalk along Big Beaver Road.

Items to be Addressed: *None.*

LANDSCAPING

A landscaping plan has been provided on Sheet L-1.0. The following table discusses the development's compliance with the landscape requirements set forth in Section 13.02.

	Required	Provided	Compliance
Greenbelt Landscaping			
Big Beaver Drive: 1 deciduous tree per 30 lineal feet of street frontage Frankton Avenue: 1 deciduous tree per 30 lineal feet of street frontage	122/30 = 4 trees 254/30 = 8 trees	4 and 8 trees	Complies
Parking Lot Landscaping			
1 tree per every 8 parking spaces	37 surface spaces / 8 = 5 trees	5 trees	Complies
Screening Between Uses			
Retail to Residential: 1 large evergreen tree per 10 lineal feet OR 1 large evergreen tree per 10 lineal feet + 1 narrow evergreen tree per 5 lineal feet	North: 122 / 10 = 12 trees East: 70 / 10 = 7 trees	12 and 7 trees	Complies
Overall Site Landscaping			
A minimum of 15% of the site area shall be comprised of landscape material	20%	28.37%	Complies

Trash Arrangement and Screening:
The applicant expects limited amount of waste. Trash will be collected in the building and disposed of off site.

Mechanical Equipment:
Mechanical equipment and screening is shown on the elevations.

Stormwater Management:
Stormwater management calculations is provided on Sheet 2. We refer to the City Engineer for further review.

***Items to be Addressed**: None*

PHOTOMETRICS

The applicant proposes the use of one (1) light, mounted at 20-feet in height, and seven (7) wall-mounted lights. All fixtures comply with ordinance standards.

***Items to be Addressed:** None*

FLOOR PLAN AND ELEVATIONS

The medical office building is a one-story, 28-feet in height, 7,385 square feet building. Primary building materials include smooth aluminum panels, aluminum longboard siding, brick, and glass. Building height at the peak of the flat roof measures 28 feet. The applicant is required to provide 50% transparency along Big Beaver and Frankton Avenue and 30% along the parking lot (northern) elevation. All required transparency requirements have been met.

Colored Renderings and 3-D modeling:

The applicant has provided color renderings of the elevations or 3-D model of the site in the context.

***Items to be Addressed:** None*

CONDITIONAL REZONING STANDARDS

As set forth in section 16.04.C.3, Standards for Approval, a Conditional Rezoning may only be approved upon a finding and determination that all of the following are satisfied:

1. The conditions, proposed development, and/or proposed use of the land are designed or proposed for public health, safety, and welfare purposes.
2. The conditions, proposed development and/or proposed use are not in material conflict with the Master Plan, or, if there is material conflict with the Master Plan, such conflict is due to one of the following:

   a. A change in City policy since the Master Plan was adopted.
   b. A change in conditions since the Master Plan was adopted.
   c. An error in the Master Plan.
3. The conditions, proposed development and/or proposed use are in accordance with all terms and provisions of the zoning district to which the land is to be rezoned, except as otherwise allowed in the Conditional Rezoning Agreement.
4. Public services and facilities affected by a proposed development will be capable of accommodating service and facility loads caused by use of the development.
5. The conditions, proposed development and/or proposed use shall insure compatibility with adjacent uses of land.

SITE PLAN REVIEW STANDARDS

The Big Beaver Node design standards as well as Site Plan review standards provide the Planning Commission with direction when reviewing the proposed site plan and design features of this development.

Section 5.04.E. outlines Design Standards:

1. *Building Orientation and Entrance*
2. *Ground Story Activation*
3. *Transitional Features*
4. *Site Access, Parking, and Loading*

Please see Section 5.04.E for standard details.

Section 8.06 outlines Site Plan Review Design Standards.

1. *Development shall ensure compatibility to existing commercial districts and provide a transition between land uses.*
   a. *Building design shall enhance the character of the surrounding area in relation to building and parking placement, landscape and streetscape features, and architectural design.*
   b. *Street fronts shall provide a variety of architectural expression that is appropriate in its context and prevents monotony.*
   c. *Building design shall achieve a compatible transition between areas with different height, massing, scale, and architectural style.*

2. *Development shall incorporate the recognized best architectural building design practices.*
   a. *Foster a lasting impact on the community through the provision of high quality design, construction, and detailing.*
   b. *Provide high quality, durable materials, such as but not limited to stone, brick, glass, and metal. E.I.F.S. or material equivalent shall only be used as an accent material.*

c. *Develop buildings with creativity that includes balanced compositions and forms.*
d. *Design roofs that are appropriate to the architectural style of the building and create an appropriate visual exterior mass of the building given the context of the site.*
e. *For commercial buildings, incorporate clearly defined, highly visible customer entrances using features such as canopies, porticos, arcades, arches, wing walls, ground plane elements, and/or landscape planters.*
f. *Include community amenities that add value to the development such as patio/ seating areas, water features, art work or sculpture, clock towers, pedestrian plazas with park benches or other features located in areas accessible to the public.*

3. *Enhance the character, environment and safety for pedestrians and motorists.*
    a. *Provide elements that define the street and the pedestrian realm.*
    b. *Create a connection between the public right of way and ground floor activities.*
    c. *Create a safe environment by employing design features to reduce vehicular and pedestrian conflict, while not sacrificing design excellence.*
    d. *Enhance the pedestrian realm by framing the sidewalk area with trees, awnings, and other features.*
    e. *Improve safety for pedestrians through site design measures.*

SUMMARY

Planning Commission should hold a public hearing and discuss the following:

1. Compliance with Master Plan
2. Compliance with Conditional Rezoning Standards
3. Compliance with Big Beaver Form-based Design Standards
4. Compliance with Site Plan Standards
5. Building placement waiver
6. Use of landscaping in lieu of screen wall to screen parking off Frankton.

If the Planning Commission recommends approval of the Conditional Rezoning, we recommend the following site plan conditions:

1. Provide tree inventory and replacement plan

Sincerely,

CARLISLE/WORTMAN ASSOC., INC.
Benjamin R. Carlisle, AICP, LEED AP
President

CONDITIONAL REZONING APPROVAL

5. PUBLIC HEARING - CONDITIONAL REZONING APPLICATION (JPCR2025-010) – Proposed Z Square Medical Office Building, North side of Big Beaver, East side of Frankton (PIN 88-20-22-358-028 and -029), Section 22, From R-1E (One-Family Residential) Zoning District to BB (Big Beaver) Zoning District

Mr. Savidant announced the required Public Hearing notices to residents within a 300 foot radius of the subject property were not mailed. He addressed other means of the Public Hearing notification. Mr. Savidant said no action on the application would be taken this evening but asked the Chair to open the Public Hearing and continue it until the January 13, 2026 regularly scheduled meeting.

Mr. Carlisle reviewed the Conditional Rezoning application for Z Square Medical Office Building. He addressed the split zoning, conditions voluntarily offered by the applicant and how the application relates to the Big Beaver zoning district, Master Plan and Future Land Use map.

Mr. Carlisle addressed the waivers the applicant is seeking, elevations, building materials, second floor mezzanine, transparency calculations and displayed 3-D color renderings provided by the applicant.

In summary, Mr. Carlisle asked the Planning Commission to consider if the application complies with the Master Plan, Conditional Rezoning Standards, Big Beaver Form-Based Design Standards and Site Plan Review Design Standards. He asked the Board to take into consideration the waivers the applicant is seeking and said any approval of the application should be subject to submission of a tree inventory and tree replacement plan.

Brad Byrnes informed the Board that Premier Cardiovascular Consultants is both the property owner and tenant of the proposed building. He said they would comply with the required tree inventory and tree placement plan. Mr. Byrnes addressed the waivers being sought and transparency calculations. He said the mezzanine would be used for private offices, a kitchen and outdoor terrace. Mr. Byrnes said the intent of the property owner is to construct a prominent building along the Big Beaver corridor.

PUBLIC HEARING OPENED

John Abro, 189 E. Big Beaver, property owner to the east, voiced support for the proposed rezoning and development.

PUBLIC HEARING *(to remain open for the January 13, 2026 meeting)*

It was acknowledged public comment was received by Mary Ellen Barden and distributed to the Board prior to the beginning of tonight's meeting. The email addressed existing office vacancy.

Some comments during discussion related to the following:

- Voluntarily offered condition by the applicant with reference to the medical office facility by name. City Attorney Dufrane recommended non-specificity of a company name in the Conditional Rezoning Agreement.
- Consideration of applicant to post *no right turn* directional traffic signs on Frankton.
- Waiver request to provide landscape screening in lieu of required screen wall.
- Traffic volume; minimal impact, lower intensity use, medical facility closed evenings and weekends.
- Transparency; calculations provided by applicant are compliant with Zoning Ordinance requirements.
- Consideration of applicant to provide a more definitive floor plan to reflect 3D renderings.

Mr. Byrnes said he would discuss with the property owner directional signage, transparency calculations, and the floor plan.

CONDITIONAL REZONING APPROVAL

5. PUBLIC HEARING - CONDITIONAL REZONING APPLICATION (JPCR2025-010) – Proposed Z Square Medical Office Building, North side of Big Beaver, East side of Frankton (PIN 88-20-22-358-028 and -029), Section 22, From R-1E (One-Family Residential) Zoning District to BB (Big Beaver) Zoning District

Mr. Carlisle gave a brief review of the proposed Conditional Rezoning application for Z Square Medical Office Building. The item was discussed at the December 9, 2025 Planning Commission Regular meeting and the Public Hearing remains open. Mr. Carlisle addressed modified conditions voluntarily offered by the applicant.

- The Property shall be developed and used for professional office and/or medical office uses.
- Development shall be in substantial conformance with the approved Site Plan.
- Landscaping and greenbelt buffers shall be installed and maintained in accordance with the approved landscape plans.
- Exterior lighting shall comply with the approved photometric plan to minimize impacts on adjacent properties.
- Landscaped buffering and screening shall be maintained along the northern and eastern property lines adjacent to residential zoning districts.

Mr. Carlisle addressed waivers sought by the applicant, noted the applicant provided a complete tree survey, and stated the landscape, photometric and transparency requirements have been met.

Mr. Carlisle recommended to continue the Public Hearing and asked the Planning Commission to take into consideration during its deliberations: 1) building placement waiver, 2) use of landscaping in lieu of a screen wall to screen parking off Frankton, and 3) compliance with the Conditional Rezoning Standards, Big Beaver Form-based Design Standards, and Site Plan Review Design Standards.

Brad Byrnes of SunByrnes Construction addressed the voluntarily offered conditions modified since the December meeting, a revised floor plan that clearly defines consulting and examining rooms, transparency requirements, and revised color renderings. He stated the property owner has agreed to post a no right turn traffic sign at the Frankton exit.

Some comments during discussion related to the following:

- Landscape plan; masonry knee wall.
- Required notification to neighboring properties.
- Applicant contact with neighboring properties.
- Waivers sought by the applicant; designated and included on the site plan.
- Dumpster; applicant, administration and neighboring commercial tenant to determine appropriate location.
- Written communication received from the public regarding existing office vacancy.
- Specific voluntarily offered conditions.
  - Removal of medical office by name.

  - Development approval in accordance with approved Site Plan.
- Delay in receiving revised site plan due to holiday season.

Mr. Byrnes confirmed his client will provide a formal Conditional Rezoning Agreement for review by the City Attorney's office prior to the City Council presentation.

PUBLIC HEARING OPENED

Mike Dvorani, 3079 Helena; addressed concerns with traffic impact, property values, keeping the feel/character of the existing neighborhood, and future development in the area.

PUBLIC HEARING CLOSED

Chair Perakis addressed concerns expressed by Mr. Dvorani. She noted how the development is a good transition to residential and the application meets the City Master Plan and Zoning Ordinance requirements.

Mr. Savidant addressed the administrative procedure should there be any future revisions to the application under consideration this evening, or should there be a future change in property ownership. Mr. Savidant advised Mr. Dvorani to contact the City Assessing department with any questions and/or concerns on property values.

Resolution # PC-2026-01-003

Moved by: Fox
Support by: Lambert

RESOLVED, That the Planning Commission has considered an application to conditionally rezone certain property approximately 0.5 acres in size, located within Section 22 of the City of Troy, north of Big Beaver Road and east of Frankton, with property identification number (PIN) 88-20-22-358-029. Planning Commission hereby **RECOMMENDS APPROVAL** of the application to conditionally rezone the subject property from R-1E (One Family Residential) to BB (Big Beaver) zoning, as permitted pursuant to Section 16.04 of the City of Troy Zoning Ordinance. The recommendation is based on the following findings made pursuant to the standards outlined in Troy's Zoning Ordinance:

1. The request complies with the Master Plan.
2. The rezoning would permit greater flexibility in use and development of the property.
3. The conditions offered by the applicant reasonably protect the adjacent properties.
4. The rezoning is compatible with surrounding zoning and land use.
5. The site can be adequately served with municipal water and sewer.

BE IT FURTHER RESOLVED, That the Planning Commission recommends the site plan design considerations as presented.

Discussion on the motion on the floor.

Mr. Savidant asked the applicant to forward an amended site plan to the department and address the location of the dumpster as a voluntarily offered condition when presented to the City Council.

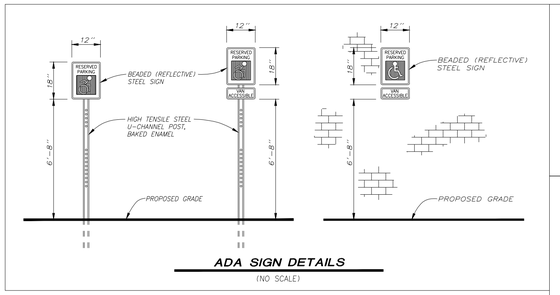
Mr. Lambert said he appreciates the applicant's consideration to post a no right turn sign on the Frankton exit. He addressed the public communication relating to concerns of existing office vacancy and noted at the December meeting Mr. Savidant stated the specialized use would have no adverse impact on the office vacancy rate.

Ms. Malalahalli said the medical office building will be the chicest medical office building in the City.

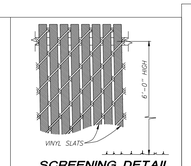
Vote on the motion on the floor.

Yes: All present (8)
Absent: Tagle

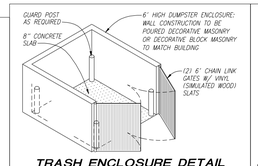
MOTION CARRIED



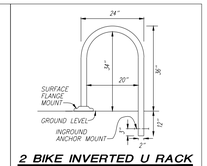
ADA SIGN DETAILS
(NO SCALE)



SCREENING DETAIL
(NO SCALE)



TRASH ENCLOSURE DETAIL
(NO SCALE)



2 BIKE INVERTED U RACK
(NO SCALE)

GUARD POST DETAIL
(NO SCALE)

WALL SECTION
(NO SCALE)

NOTES

1. THE EXISTING UTILITY LOCATIONS SHOWN ARE FROM VISIBLE GROUND-SURFACE INDICATIONS SUPPLEMENTED BY EXISTING AVAILABLE RECORDS. NO GUARANTEE IS MADE OF THE COMPLETENESS OR ACCURACY OF ANY UTILITY LOCATIONS SHOWN. THE CONTRACTOR MUST FIELD LOCATE AND CONFIRM ALL AFFECTED UTILITIES PRIOR TO STARTING THE WORK.

BENCHMARKS

DATUM=NAVD88

1. T/HYD. OFF FRANKTON @ CENTER OF LOT ELEVATION=674.84
2. ROUND C.B. RIM @ N.W. CORNER OF SITE ELEVATION=671.03
3. ROUND C.B. RIM @ ENTRANCE TO BLDG. TO EAST ELEVATION=672.03

NORTH

SCALE: 1"=20'

0' 10' 20' 40' 60'

LOCATION MAP
SCALE: 4" = 1 MILE

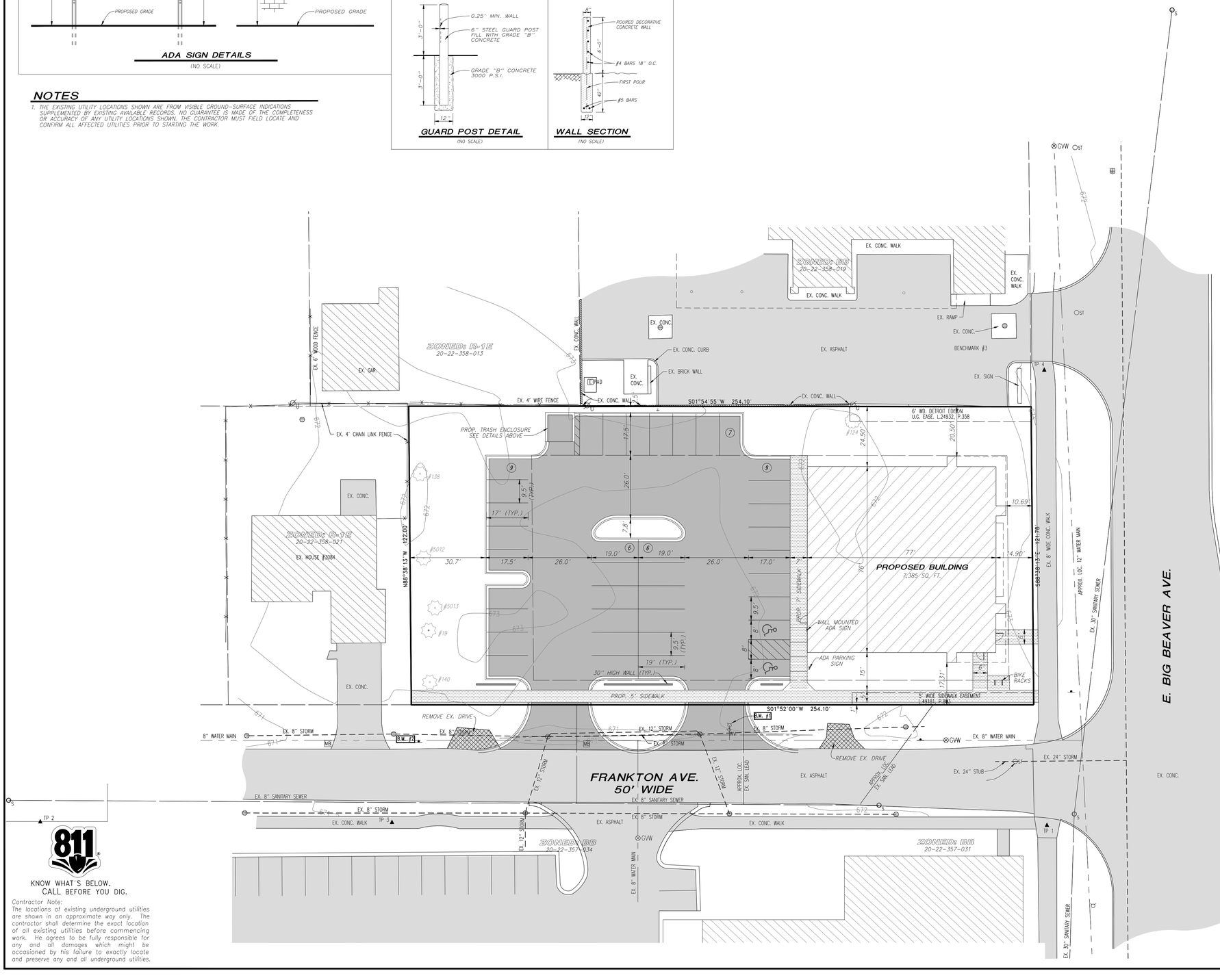
PROPERTY DESCRIPTION

LOTS 38 & 39 EXCEPT THE SOUTH 69 FEET, LOT 68, THE SOUTH 70 FEET OF LOT 69, "EYSTERS BEAVER GARDENS" PART OF THE SOUTHWEST 1/4 OF SECTION 22, T.2N., R.11E., TROY TOWNSHIP (NOW CITY OF TROY), OAKLAND COUNTY, MICHIGAN ACCORDING TO THE RECORDED PLAT IN LIBER 26 OF PLATS, PAGE 14 OF THE OAKLAND COUNTY RECORDS.

SITE CRITERIA

- PARCEL IDENTIFICATION #: 20-22-358-006, -028, & -029
- ADDRESS: 3040 FRANKTON DRIVE
- EXISTING ZONING: BB, R-1E
- PROPOSED ZONING: BB
- ADJACENT ZONINGS: BB, R-1E
- AREA OF SITE: 0.711 ACRES (30,971.6 S.F.)
- PROPOSED USE: MEDICAL OFFICE
- BUILDING AREA: 7,385 S.F. (per ARCHITECT PLANS)
- OPEN SPACE: 32.4% = 10,043.7 S.F. / 30,971.6 S.F.

- PARKING SUMMARY:
  - SPACES REQUIRED: 1 SPACE PER 200 S.F. OF GROSS FLOOR AREA = 7,385 / 200 = 37 SPACES
  - SPACES PROVIDED: 37 SPACES (INCLUDES 2 HANDICAP SPACES)
- BUILDING SETBACKS: FRONT = 10' FROM R/W; REAR = 50' (ABUTS RESIDENTIAL); SIDE = 20' MIN.
- PARKING SETBACKS: FRONT = 10' FROM R/W; REAR = 10' (ABUTS RESIDENTIAL); SIDE = ZERO
- UTILITY SUMMARY:
  - WATER MAIN: MUNICIPAL
  - SANITARY SEWER: MUNICIPAL
  - STORM SEWER: ENCLOSED PIPE TO UNDERGROUND DETENTION WITH OUTLET TO FRANKTON ROAD STORM SEWER
- SIGNAGE: NOT PART OF THIS SUBMITTAL



LEGEND

- EXISTING CONTOURS
- EXISTING GRADE
- EXISTING GRAVEL
- EXISTING PAVEMENT
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- EXISTING TREE TO REMAIN

TOPOGRAPHY LEGEND

- WATER MAIN
- STORM SEWER
- SANITARY SEWER
- EASEMENT
- EX. U.G. ELEC.
- EX.O.H. WIRES
- EX. U.G. TELE.
- EX. U.G. GAS
- ROUND CATCH BASIN
- SQUARE CATCH BASIN
- UTILITY MANHOLE
- STORM MANHOLE
- END OF PIPE
- SANITARY MANHOLE
- CLEAN-OUT
- MANHOLE
- HYDRANT
- GATE VALVE WELL
- WATER VALVE
- WATER BOX
- VALVE
- LIGHT POLE
- AIR CONDITIONER
- MAIL BOX
- FENCE POST
- DOWN SPOUT
- SOIL BORING
- ELEC TRANS. PAD
- UTILITY POLE
- GUY ANCHOR
- GUY POLE
- SIGN POST
- SPRINKLER HEAD
- GAS METER
- TELEPHONE RISER
- ELECTRICAL RISER
- CABLE TV RISER
- FINISHED FLOOR
- GARAGE FLOOR
- BASEMENT FLOOR
- CONC. CONCRETE
- SMH SET MAG. NAIL
- SIB SET IRON BAR
- FIB FOUND IRON BAR
- F-MON FOUND C. MONUMENT

SHEET INDEX

1. OVERALL SITE PLAN
2. PRELIMINARY SITE ENGINEERING
3. EXISTING CONDITIONS

811

KNOW WHAT'S BELOW. CALL BEFORE YOU DIG.

Contractor Note:
The locations of existing underground utilities are shown in an approximate way only. The contractor shall determine the exact location of all existing utilities before commencing work. He agrees to be fully responsible for any and all damages which might be occasioned by his failure to exactly locate and preserve any and all underground utilities.

OVERALL SITE PLAN - SHEET 1 of 3

K:\2025\02\25237\ENG\SITE PLAN\01 SITE PLAN.dwg, 1/9/2026 9:56:10 AM, DWG To PDF.pc3

SHEET NO 1 OF 3

OVERALL SITE PLAN

PART OF THE S.W. 1/4 OF SECTION 22
T.2N., R.11E., CITY OF TROY
OAKLAND COUNTY, MICHIGAN

BY:	DESCRIPTION	DATE
DKZ	ADDITIONS AND/OR REVISIONS	1-9-26
DKZ	REV. TRASH ENCLOSURE LOC. PER CLIENT REVISED PER CITY REVIEW	11-19-25

25237-10026 Job No.
Date 6-25-2025
Scale 1"=20'
Drawn DKZ
Check PGS
Sheet 1 OF 3
Fld. Bk.

PROPOSED MEDICAL OFFICE BUILDING

FOR: BRAD BYRNES
SUNBYRNES PROPERTIES, LLC
5300 SHELDON ROAD
OAKLAND, MI 48306
586-405-2252

STATE OF MICHIGAN
PETER G. SNYDER
ENGINEER
No. 6201038786
LICENSED PROFESSIONAL ENGINEER

URBAN LAND CONSULTANTS ©
CIVIL ENGINEERS PLANNERS LAND SURVEYORS
8800 23 MILE ROAD SHELBY TWP., MI 48316-4516
PHONE 586.731-8030
WWW.URBAN-LAND.COM

STORMWATER CALCULATIONS

LAND USE SUMMARY TABLE

Characteristic	Existing Conditions	Proposed Conditions
Total Development Area (Ac.)	0.71	0.71
Total Impervious Area (Ac.)	0.00	0.47
Total Pervious Area (Ac.)	0.71	0.24
Total Water and/or Detention Area (Ac.)	0.00	0.00
Pervious Area Breakdown by Cover Type		
Meadow/fallow/natural areas (non-cultivated) (Ac.)	0.00	0.00
Predominant NRCS Soil Type (A, B, C, or D)	N/A	N/A
Improved areas (turf grass, landscape, row crops) (Ac.)	0.71	0.24
Predominant NRCS Soil Type (A, B, C, or D)	N/A	Type D
Wooded Areas (Ac.)	0.00	0.00
Predominant NRCS Soil Type (A, B, C, or D)	N/A	N/A
CPVC Volume Calculated (cubic feet)		2,651
CPVC Volume Provided (cubic feet)		-
CPRC Volume Calculated (cubic feet)		3,874
CPRC Volume Provided (cubic feet)		-

Note: This will be addressed during detailed engineering.

Composite "C" Calculation:

Impervious Areas	0.47 Ac. @ C =	0.95	=	0.45
Pervious Areas	0.24 Ac. @ C =	0.45	=	0.11
		Total	=	0.56

Composite "C" = 0.56 / 0.71 = **0.79**

Time of Concentration: Tc= 15 Minutes

Allowable Outflow:

Variable Release Rate:

Q_{VRR} = 1.1055 - 0.206 x LN(A)

Q_{VRR} = 1.18 CFS/AC.

Allowable Outflow = Q_{VRR} x A = **0.84 CFS**

100-Year Storm Inflow:

$Q_{100\text{-}Year}$ = 100-year storm inflow use Rational Method: Q=CIA

C = 0.79

I = 30.20 x p^0.22 / (Tc+9.17)^0.81 Tc = 15 min.

A = 0.71 Acres

$Q_{100\text{-}Year}$ = C x I x A = **3.54 CFS**

WATER QUALITY CONTROL (WQC)

V_{WQ} = 3,630 x 1.0 x C x A

V_{WQ} = **2,039 Cu. Ft.**

Note: by a WQ treatment unit - design at detailed engineering.

CHANNEL PROTECTION VOLUME CONTROL (CPVC)

$V_{CP\text{-}R}$ = 3,630 x 1.3 x C x A

$V_{CP\text{-}R}$ = **2,651 Cu. Ft.**

Note: This will be addressed during detailed engineering.

CHANNEL PROTECTION RATE CONTROL (EXTENDED DETENTION)

V_{ED} = 3,630 x 1.9 x C x A

V_{ED} = **3,874 Cu. Ft.**

Note: This will be addressed during detailed engineering.

DETENTION & FLOOD CONTROL (DFC)

V_{100D} = (V_{100R} x R) - V_{CPVC}

V_{100R} = 3,630 x 5.23 x C x A = **10,664** Cu. Ft.

V_{CPVC} = Infiltration Volume, use conservative presumption = 0

R = 0.206 - 0.15 x LN($Q_{outflow}$/Q_{inflow})

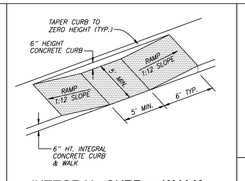
$Q_{outflow}$ = Allowable Outflow = 0.84 CFS

Q_{inflow} = Peak 100-yr Inflow = 3.54 CFS

R = 0.206 - 0.15 x LN($Q_{outflow}$/Q_{inflow}) = 0.422

V_{100D} = (V_{100R} x R) - V_{CPVC} = **4,500 Cu. Ft.**

Detention Volume to be provided by Underground Detention System

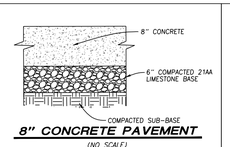


INTEGRAL CURB & WALK ADA RAMP DETAIL

(NO SCALE)

INTEGRAL CURB & WALK DETAIL

(NO SCALE)



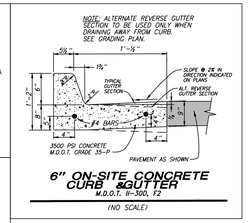
8" CONCRETE PAVEMENT

(NO SCALE)

ON SITE ASPHALT PAVEMENT DETAIL

LIGHT DUTY: 4" BITUMINOUS, 6" AGGREGATE SUBBASE
HEAVY DUTY: 6" BITUMINOUS, 10" AGGREGATE SUBBASE

(NO SCALE)



6" ON-SITE CONCRETE CURB &GUTTER

M.D.O.T. R-300, F2

(NO SCALE)

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2. ALL PROPOSED UTILITIES AND GRADING SHOWN ARE FOR PLANNING PURPOSES ONLY. EXACT UTILITY LOCATIONS AND GRADING TO BE DETERMINED DURING DETAILED ENGINEERING.
3. EXISTING MUNICIPAL UTILITIES (WATER, SANITARY AND STORM) SHALL BE BROUGHT ON SITE BY THE DEVELOPER FROM EXISTING SOURCES. CONSTRUCTION PLANS MUST BE SUBMITTED TO THE CITY FOR REVIEW. NO CONSTRUCTION MAY BEGIN PRIOR TO ENGINEERING APPROVAL.

BENCHMARKS

DATUM=NAVD88

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2. ROUND C.B. RIM @ N.W. CORNER OF SITE ELEVATION=671.03
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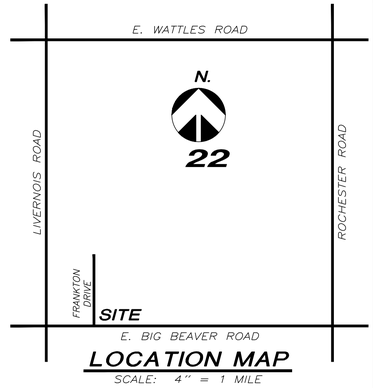
0' 10' 20' 40' 60'



LOCATION MAP

SCALE: 4" = 1 MILE

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- PROPOSED ZONING: BB
- ADJACENT ZONINGS: BB, R-1E
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- PROPOSED USE: MEDICAL OFFICE
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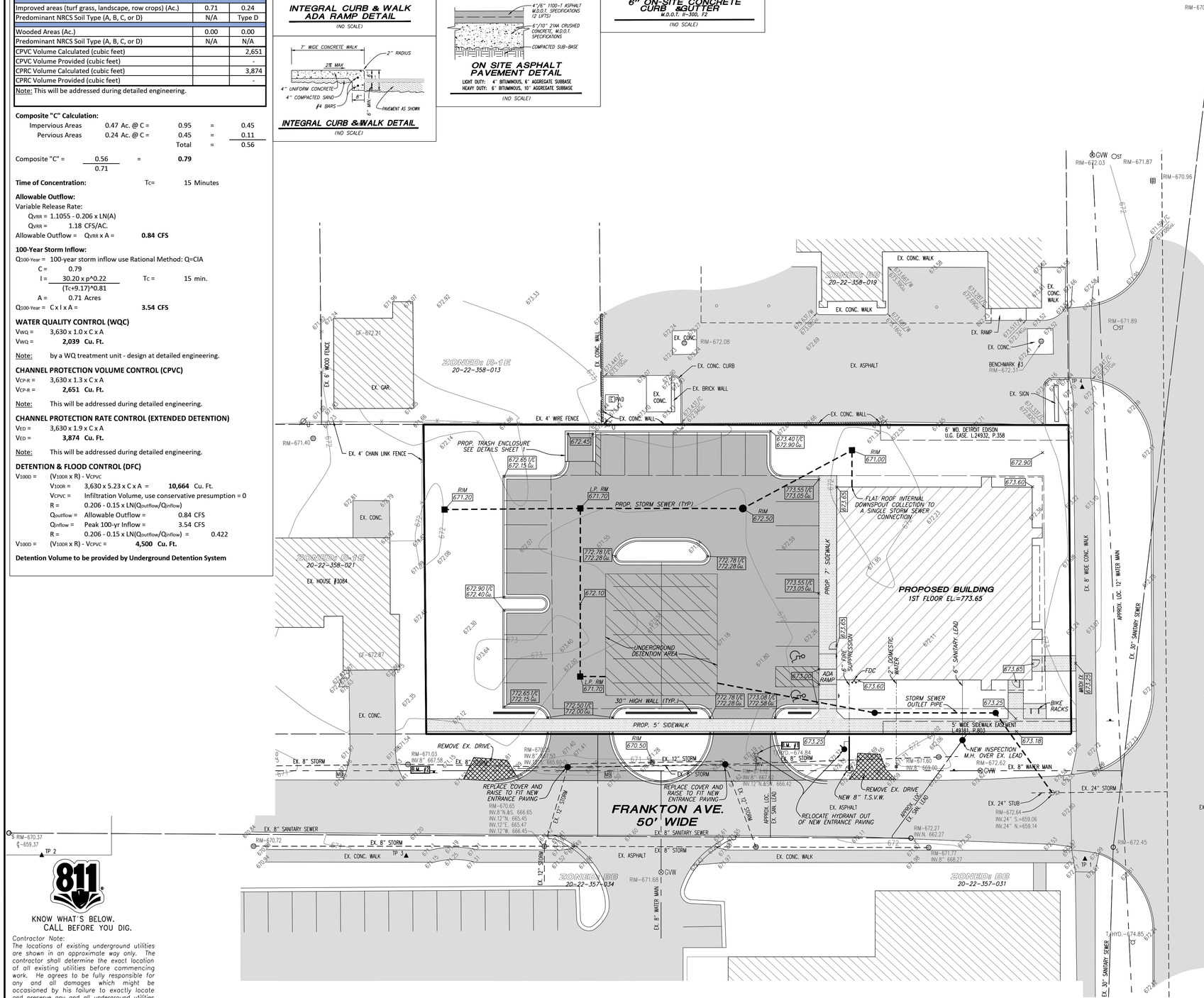

ZONED: R-1E
20-22-358-013
ZONED: BB
20-22-358-019
ZONED: BB
20-22-358-034
ZONED: BB
20-22-357-031
FRANKTON AVE.
50' WIDE
E. BIG BEAVER AVE.
PROPOSED BUILDING
1ST FLOOR EL.=773.65
EX. HOUSE #3084
EX. GAR.
EX. 6' WOOD FENCE
EX. 4' CHAIN LINK FENCE
EX. 4' WIRE FENCE
EX. CONC. WALK
EX. CONC. CURB
EX. BRICK WALL
EX. CONC. WALL
EX. ASPHALT
EX. RAMP
EX. SIGN
EX. CONC.
EX. PAD
PROP. TRASH ENCLOSURE SEE DETAILS SHEET 1
PROP. STORM SEWER (TYP)
PROP. 7' SIDEWALK
FLAT ROOF INTERNAL DOWNSPOUT COLLECTION TO A SINGLE STORM SEWER CONNECTION
UNDERGROUND DETENTION AREA
ADA RAMP
30" HIGH WALL (TYP.)
PROP. 5' SIDEWALK
STORM SEWER OUTLET PIPE
BIKE RACKS
5' WIDE SIDEWALK EASEMENT L.49181, P.803
6' WD. DETROIT EDISON U.G. EASE. L.24932, P.358
6" TYP. DOWNSPOUT
FDC
2" DOMESTIC WATER
8" SANITARY LEAD
REMOVE EX. DRIVE
REPLACE COVER AND RAISE TO FIT NEW ENTRANCE PAVING
RELOCATE HYDRANT OUT OF NEW ENTRANCE PAVING
REMOVE EX. DRIVE
NEW 8" T.S.V.W.
NEW INSPECTION M.H. OVER EX. LEAD
EX. 8" WATER MAIN
EX. 24" STORM
EX. 24" STUB
EX. 8" STORM
EX. 12" STORM
EX. 8" SANITARY SEWER
EX. 30" SANITARY SEWER
EX. 12" WATER MAIN
APPROX. LOC. EX. SAN. LEAD
APPROX. LOC. EX. WATER MAIN
EX. 8" WIDE CONC. WALK
BENCHMARK #3 RIM-672.31
B.M. #1 ELEV.=674.84
B.M. #2
TP 1
TP 2
TP 3
TP 4
RIM-672.03
RIM-671.87
RIM-670.96
RIM-670.95
RIM-671.89
RIM-672.08
RIM-671.40
RIM-671.03
RIM-670.72
RIM-672.45
RIM-671.27
RIM-674.39
RIM-671.68
RIM-672.62
RIM-672.64
RIM-672.27
RIM-671.77
RIM-671.00
RIM-671.20
RIM-672.50
RIM-670.50
RIM-671.70
RIM-672.10
RIM-671.03
RIM-670.65
RIM-671.64
RIM-670.72
RIM-671.74
RIM-671.86
RIM-672.21
RIM-672.87
RIM-671.40
RIM-671.64

TREE INVENTORY

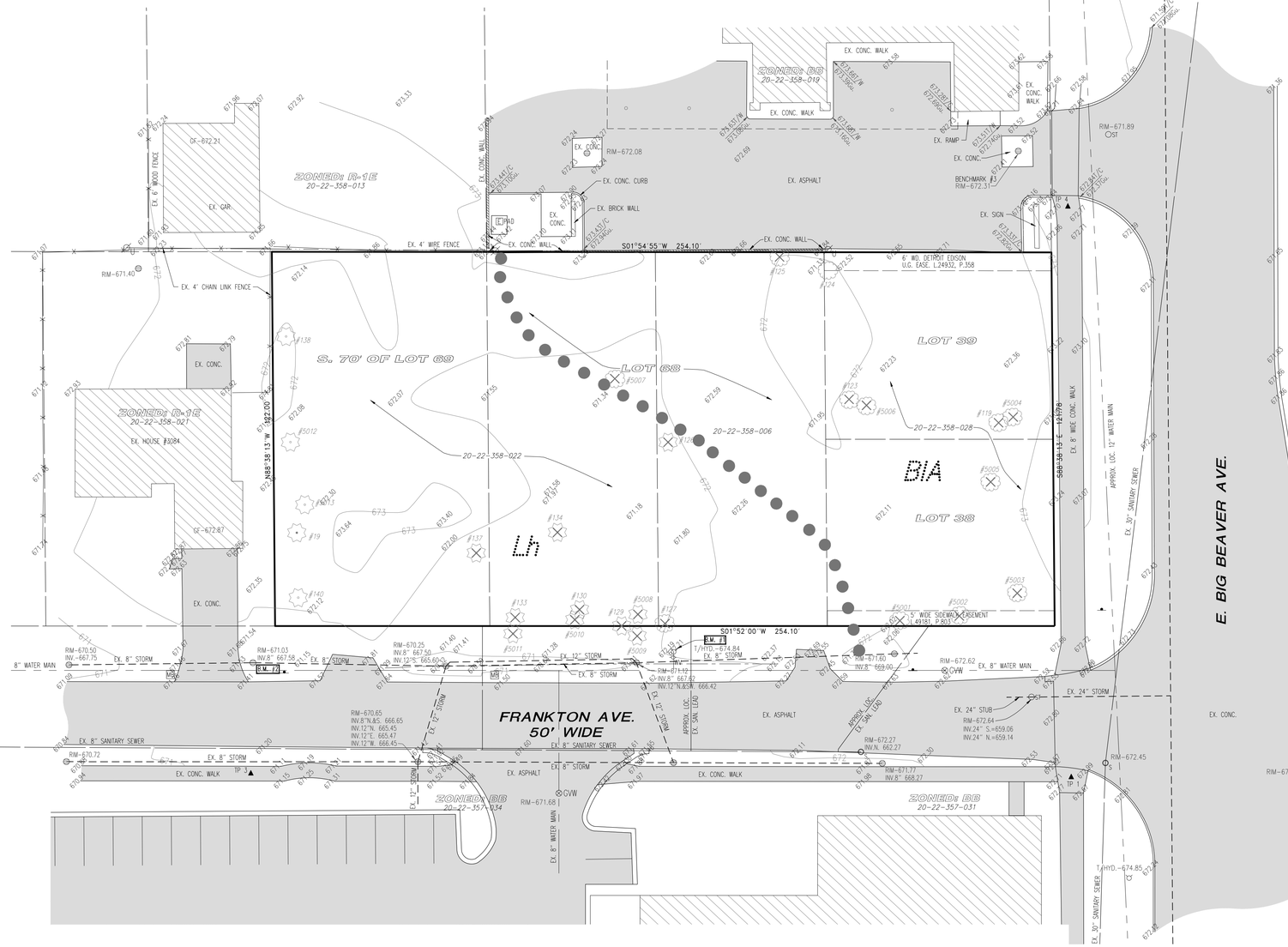
Tag#	Size	Type	Remove
19	14"	Pine	
119	7"	Pear	YES
123	11"	Maple (Twin)	YES
124	7"	Walnut	
125	26"	Box Elder	YES
126	12"	Pine	YES
127	36"	Maple	YES
129	6"	Pine	YES
130	19"	Pine	YES
133	14"	Pine	YES
134	11"	Pine	YES
137	6"	Cedar	YES
138	15"	Pine	
140	10"	Pine	
5001	9"	Maple	YES
5002	12"	Pear	YES
5003	8"	Pear	YES
5004	9"	Pear	YES
5005	12"	Pear (Multi)	YES
5006	6"	Hackberry	YES
5007	18"	Pear	YES
5008	6"	Pine	YES
5009	6"	Pine	YES
5010	12"	Pine	YES
5011	9"	Pine	YES
5012	6"	Pine	
5013	6"	Pine	

TOTAL # OF TREES	27
# OF TREES TO BE REMOVED	21
# OF TREES TO BE REMAIN	6
% OF TREES TO REMAIN	22%

U.S.D.A. SOILS INFORMATION

BlA — BLOUNT LOAM (0% TO 2% SLOPES)
0"–8" DARK GRAYISH BROWN LOAM, 8"–15" BROWN SILTY CLAY LOAM, 15"–24" GRAYISH–BROWN SILTY CLAY, 24–36" GRAY SILTY CLAY LOAM
MODERATELY SLOW PERMEABILITY, SLOW RUNOFF.

Lh — LENAWEE SILTY CLAY LOAM, (0–2% SLOPES)
0"–9" VERY DARK BROWN CLAY LOAM, 9"–13" DARK–GRAY CLAY LOAM, 13"–23" DARK GRAYISH–BROWN HEAVY SILTY CLAY LOAM, 23"–31" GRAY HEAVY SILTY CLAY LOAM, 31"–39" GRAY CLAY LOAM, 39"–50" GRAY CLAY LOAM.
MODERATELY SLOW PERMEABILITY, VERY SLOW OR PONDED RUNOFF



NORTH

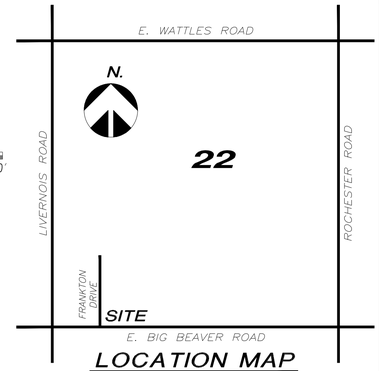
SCALE: 1"=20'

0' 10' 20' 40' 60'

BENCHMARKS

DATUM=NAVD88

1. T/HYD. OFF FRANKTON @ CENTER OF LOT ELEVATION=674.84
2. ROUND C.B. RIM @ N.W. CORNER OF SITE ELEVATION=671.03
3. ROUND C.B. RIM @ ENTRANCE TO BLDG. TO EAST ELEVATION=672.03



LOCATION MAP

SCALE: 4" = 1 MILE

PROPERTY DESCRIPTION

LOTS 38 & 39 EXCEPT THE SOUTH 69 FEET, LOT 68, THE SOUTH 70 FEET OF LOT 69, "EYSTERS BEAVER GARDENS" PART OF THE SOUTHWEST 1/4 OF SECTION 22, T.2N., R.11E., TROY TOWNSHIP (NOW CITY OF TROY), OAKLAND COUNTY, MICHIGAN ACCORDING TO THE RECORDED PLAT IN LIBER 26 OF PLATS, PAGE 14 OF THE OAKLAND COUNTY RECORDS.

SITE CRITERIA

- PARCEL IDENTIFICATION #: 20-22-358-006, -028, & -029
- ADDRESS: 3040 FRANKTON DRIVE
- EXISTING ZONING: BB, R-1E
- ADJACENT ZONINGS: BB, R-1E
- AREA OF SITE: 0.711 ACRES

LEGEND

- EXISTING CONTOURS
- EXISTING GRADE
- EXISTING GRAVEL
- EXISTING PAVEMENT
- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED

TOPOGRAPHY LEGEND

- WATER MAIN
- STORM SEWER
- SANITARY SEWER
- EASEMENT
- EX. U.G. ELEC.
- EX.O.H. WIRES
- EX. U.G. TELE.
- EX. U.G. GAS
- ROUND CATCH BASIN
- SQUARE CATCH BASIN
- UTILITY MANHOLE
- STORM MANHOLE
- END OF PIPE
- SANITARY MANHOLE
- CLEAN-OUT
- MANHOLE
- HYDRANT
- GATE VALVE WELL
- WATER VALVE
- WATER BOX
- VALVE
- LIGHT POLE
- AIR CONDITIONER
- MAIL BOX
- FENCE POST
- DOWN SPOUT
- SOIL BORING
- ELEC TRANS. PAD
- UTILITY POLE
- GUY ANCHOR
- GUY POLE
- SIGN POST
- SPRINKLER HEAD
- GAS METER
- TELEPHONE RISER
- ELECTRICAL RISER
- CABLE TV RISER
- FINISHED FLOOR
- GARAGE FLOOR
- BASEMENT FLOOR
- CONCRETE
- SET MAG. NAIL
- SET IRON BAR
- FOUND IRON BAR
- FOUND C. MONUMENT

811

KNOW WHAT'S BELOW.
CALL BEFORE YOU DIG.

Contractor Note:
The locations of existing underground utilities are shown in an approximate way only. The contractor shall determine the exact location of all existing utilities before commencing work. He agrees to be fully responsible for any and all damages which might be occasioned by his failure to exactly locate and preserve any and all underground utilities.

K:\2025\02\250237\ENG\SITE PLAN\E3 EXISTING.dwg, 11/20/2025 6:49:51 AM, DWG To PDF.pc3

SHEET NO. 3 OF 3

EXISTING CONDITIONS

PART OF THE S.W. 1/4 OF SECTION 22
T.2N., R.11E., CITY OF TROY
OAKLAND COUNTY, MICHIGAN

BY:	DATE	ADDITIONS AND/OR REVISIONS
DKZ	11-19-25	ADDED TREE INVENTORY

250237-10026 Job No.
Date 6-25-2025
Scale 1"=20'
Drawn DKZ
Check PGS
Sheet 3 OF 3
Fld. Bk.

PROPOSED
MEDICAL OFFICE BUILDING

FOR: BRAD BYRNES
SUNBYRNES PROPERTIES, LLC
5300 SHELDON ROAD
OAKLAND, MI 48306
586-405-2252

STATE OF MICHIGAN
PETER G. SNYDER
ENGINEER
No. 6201038786
LICENSED PROFESSIONAL ENGINEER

URBAN LAND CONSULTANTS ©
CIVIL ENGINEERS PLANNERS LAND SURVEYORS
8800 23 MILE ROAD SHELBY TWP., MI 48316-4516
PHONE 586.731-8030
WWW.URBAN-LAND.COM

sheet index

LS-1 LANDSCAPE PLAN

LS-2 SOD SEEDING REFERENCE PLAN AND PLANTING DETAILS

general landscape notes:

1. LANDSCAPE CONTRACTOR SHALL VISIT THE SITE, INSPECT EXISITNG CONDITIONS, REVIEW PROPOSED PLANTINGS AND RELATED WORK, CONTACT THE OWNER AND/OR LANDSCAPE ARCHITECT WITH ANY CONCERNS OR DISCREPANCY BETWEEN THE PLAN, PLANT MATERIAL LIST, AND/OR SITE CONDITIONS.

2. PRIOR TO BEGINING OF CONSTRUCTION ON ANY WORK, CONTRACTORS SHALL VERIFY LOCATIONS OF ALL ON SITE UTILITIES. GAS, ELECTRIC, TELEPHONE, CABLE TO BE LOCATED BY CONTACTING MISS DIG 1-800-482-7171. ANY DAMAGE OR INTERRUPTION OF SERVICES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. COORDINATE ALL RELATED WORK ACTIVITIES WITH OTHER TRADES AND REPORT ANY UNACCEPTABLE JOB CONDITIONS TO OWNER PRIOR TO COMMENCING

3. NUMERICAL VALUE ON THE LANDSCAPE QUANTITIES SPECIFIED ON THE PLAN TAKE PRECEEDENCE OVER GRAPHIC REPRESENTATION. VERIFY ANY CONCERN-DISCREPANCY WITH LANDSCAPE ARCHITECT.

4. ALL CONSTRUCTION AND PLANT MATERIAL LOCATION TO BE ADJUSTED ON SITE IF NECESSARY

5. ALL SUBSTITUTIONS OR DEVIATIONS FROM THE LANDSCAPE PLAN MUST BE APPROVED BY CITY OF TROY AND LANDSCAPE ARCHITECT

6. ALL LARGE TREES AND EVERGREENS TO BE STAKED, GUYED AND WRAPPED AS DETAIL SHOWN ON PLAN.

7. PLANT BEDS TO BE DRESSED WITH MIN. 4" OF FINELY DOUBLE SHREDDED HARDBARK MULCH.

8. DIG SHRUB PITS 1' LARGER THAN SHRUB ROOT BALLS AND TREE PITS 2' LARGER THAN ROOT BALL. BACK FILL WITH ONE PART TOP SOIL AND ONE PART SOIL FROM EXCAVATED PLANTING HOLE.

9. NATURAL COLOR, FINELY SHREDDED HARDWOOD BARK MULCH REQUIRED FOR ALL PLANTINGS.

10. REMOVE ALL TWINE, WIRE AND BURLAP FROM TREE AND SHRUB EARTH BALLS, AND FROM TREE TRUNKS. 4" THICK BARK MULCH FOR TREES IN 4' DIA. CIRCLE WITH 3" PULLED AWAY FROM TRUNK . 4" THICK BARK MULCH FOR SHRUBS AND 4" THICK BARK MULCH FOR PERENNIALS.

11. PLANT MATERIAL QUALITY & INSTALLATION SHALL BE IN ACCORDANCE WITH THE CURRENT AMERICAN ASSOCIATION OF NURSERYMEN LANDSCAPE STANDARDS.

12. PROVIDE FEAT SOD FOR ALL NEW AND DISTURBED LAWN AREAS UNLESS NOTED OTHERWISE.

13. ALL PLANTING AREAS TO BE PREPARED WITH APPROPRIATE SOIL MIXTURES AND FERTILIZER BEFORE PLANT INSTALLATION.

14. PLANT TREES AND SHRUBS GENERALLY NO CLOSER THEN THE FOLLOWING DISTANCES FROM SIDEWALKS, CURBS AND PARKING STALLS:
   a.). SHADE TREES _____ 5 FT.
   b.). ORNAMENTAL AND EVERGREEN TREES (CRAB, PINE, SPRUCE, ETC.) _____ 10 FT.
   c.). SHRUBS THAT ARE LESS THAN 1 FOOT TALL AND WIDE AT MATURITY _____ 2 FT.

15. NO TREES OR EVERGREENS TO BE INSTALLED OVER ANY PROPOSED OR EXISTING UTILITY LINES AS SHOWN ON THE OVERALL LANDSCAPE PLAN. SEE ENGINEERING PLANS FOR LOCATION AND DETAILS.

16. SEE SHEET LS-5 FOR PROPOSED LIMITS IRRIGATED. IRRIGATION TO BE A AUTOMATIC UNDERGROUND SYSTEMS. IRRIGATION SYSTEM TO HAVE SEPARATE ZONES FOR LAWN AREAS, PARKING ISLANDS, AND SHRUB BEDS WITH DIFFERENT CONTROL MOISTURE LEVEL ADJUSTMENT PER ZONE AS REQUIRED

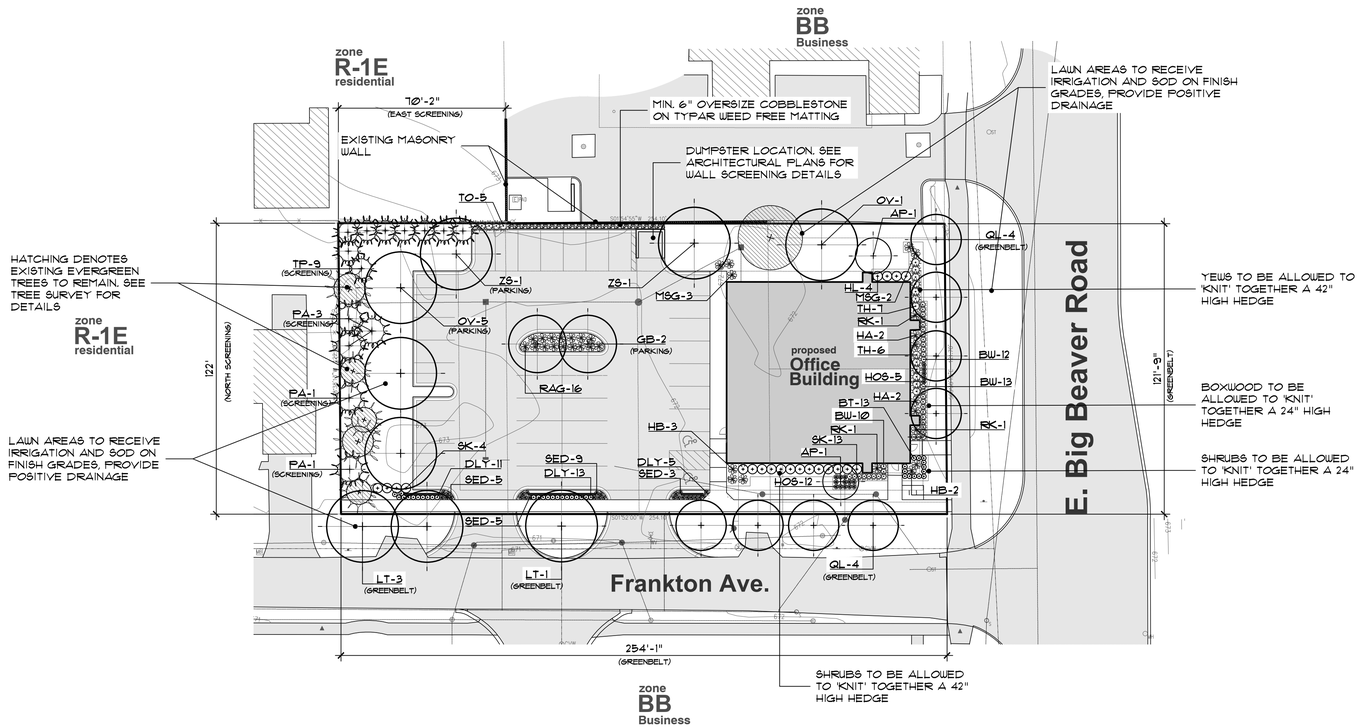
17. ALL LANDSCAPE BEDS ADJACENT TO LAWN TO BE SPADE EDGE.

18. ALL NEW PARKING ISLANDS AND LANDSCAPE BEDS ADJACENT AND NEXT TO BUILDING SHALL BE EXCAVATED OF ALL BUILDING MATERIALS AND POOR SOILS A MIN. OF 16"-18" DEPTH, BACK FILL WITH GOOD, MEDIUM TEXTURED PLANTING SOILS. ADD A MIN. 4" OF TOPSOIL OVERFILL TO FINISH GRADE. PROVIDE POSITIVE DRAINAGE.

19. WATERING OF ALL PLANTS AND TREES TO BE PROVIDED IMMEDIATELY AND MULCHING WITHIN 24 HOURS AFTER INSTALLATION.

20. ALL TREE PITS TO BE TESTED FOR PROPER DRAINAGE PRIOR TO TREE PLANTING. PROVIDE APPROPERATES DRAINAGE SYSTEM AS REQUIRED IF THE TREE PIT DOES NOT DRAIN SUFFICIENTLY.

21. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL LANDSCAPE PLANT MATERIALS AND IRRIGATION INSTALLATION FOR A PERIOD OF TWO YEAR BEGINNING AFTER THE COMPLETION OF LANDSCAPE INSTALLTION DATE APPROVED BY THE CITY OR LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL REPLACE DURING AND AT THE END OF THE GUARANTEE PERIOD, ANY DEAD OR UNACCEPTABLE PLANTS, AS DETERMINED BY THE TOWNSHIP OR LANDSCAPE ARCHITECT, WITHOUT COST TO THE OWNER.



landscape requirements:

greenbelt street frontage (Big Beaver Avenue)

	REQUIRED	PROVIDED
TOTAL LIN.FT. OF GREENBELT FRONTAGE	122'±	
ONE (1) CANOPY TREE PER 30'	4	4
(122' FT. / 40 LIN.FT. = 4.06 TREES)		

greenbelt street frontage (Frankton Avenue)

	REQUIRED	PROVIDED
TOTAL LIN.FT. OF GREENBELT FRONTAGE	254'±	
ONE (1) CANOPY TREE PER 30'	8	8
(254' FT. / 30 LIN.FT. = 8.46 TREES)		

parking

	REQUIRED	PROVIDED
TOTAL NO. OF PARKING SPACES PROVIDED	37	
ONE (1) 2 1/2" DECIDUOUS TREES PER 8-SPACES	5	5
(37 SPACES / 8 SPACES = 4.63 TREES)		

screening- north property (type-1)

	REQUIRED	PROVIDED
TOTAL LIN.FT. OF RESIDENTIAL FRONTAGE	122'±	
ONE (1) EVERGREEN TREE PER 10'	12	12
(122' FT. /10 LIN.FT. = 12.2 TREES)		

screening- east property (type-1)

	REQUIRED	PROVIDED
TOTAL LIN.FT. OF RESIDENTIAL FRONTAGE	70'±	
ONE (1) EVERGREEN TREE PER 10'	7	7
(70' FT. /10 LIN.FT. = 7 TREES)		

plant material list

key	quant.	botanical name	common name	size	comments
		LARGE CANOPY TREES			
QL	8	QUERCUS X WARE! 'LONG'	REGAL PRINCE OAK		
LT	3	LIRIODENDRON TULIPIFERA	TULIPTREE	3" BB	
GB	2	GINGKO BILOBA	MAIDENHAIR TREE	2 1/2" BB	
Z8	2	ZELKOVA SERRATE 'VILLAGE GREEN'	VILLAGE GREEN ZELKOVA	3" BB	
AP	2	ACER PALMATUM 'EMPORER I'	EMPORER I JAPANESE MAPLE	7' 1 GAL CONT.	
OV	4	OSTRYA VIRGINIANA	AMERICAN HOPHORNBEAN	2 1/2" BB	
		LARGE EVERGREEN TREES			
TP	9	THUJA PLICATA 'GREEN GIANT'	WESTERN REDCEDAR	8' BB	
PA	5	PICEA ABIES	NORWAY SPRUCE	8' BB	
		SHRUBS			
SK	17	SYRINGA PATULA 'MISS KIM'	MISS KIM DWARF LILAC	3' B.B.	
RK	3	ROSA X. 080 EASY 'DOUBLE RED'	DOUBLE RED 08A EASY ROSE	#3 CONT.	
HA	4	HYDRANGEA ANNEBELLE	ANNABELLE HYDRANGEA	#3 CONT.	
TH	13	TAXUS X.M. 'HICKSII'	HICKS YEW	36" BB	32" O.C. SPACING
BW	35	BUXUS M. 'VARDAR VALLEY'	VARDAR VALLEY BOXWOOD	18" CONT	24" O.C. SPACING
HB	5	HYDRANGEA P. 'ILVOBO'	BOBO HYRANGEA	30" CONT	42" O.C. SPACING
HL	4	HYDRANGEA P. 'LITTLE LIME'	LITTLE LIME HYRANGEA	30" CONT	42" O.C. SPACING
BT	13	BERBERIS T. ' CRIMSON PYGMY'	CRIMSON PYGMY JAPANESE BARBERRY	15" CONT	24" O.C. SPACING
		ORNAMENTAL GRASSES			
POK	21	PENNISETUM ORIENTALE 'KARLEY ROSE'	KARLY ROSE GRASS	#3 CONT	36" O.C. SPACING
RAG	16	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	#3 CONT	42" O.C. SPACING
MSG	5	MISCANTHUS SINENSIS 'GRACILLIMUS'	NARROW LEAVED JAPANESE SILVER GRASS	#3 CONT	48" O.C. SPACING
HOS	17	HOSTA 'PATRIOT'	PATRIOT HOSTA	#1 CONT	24" O.C. SPACING

landscape plan for:

Proposed Retail and Office

City of Shelby Twp, Michigan

north

scale: 0' 15' 30' 60' 90'

1" = 30'- 0"

note:

unless noted otherwise, numerical value on landscape quantities specified on plan take precedence over graphic representation.

FPA
FELINO A. PASCUAL and ASSOCIATES
Community Land Planner and registered Landscape Architect
24333 Orchard Lake Rd, Suite G
Farmington Hills, Michigan 48336
phone: (248) 557-5588

seal:

client:

BRAD BYRNES
5300 SHELDON RD
OAKLAND, MI, 48306

project:

MEDICAL OFFICE BUILDING

project location:

3040 FRANKTON DRIVE
TROY, MICHIGAN, 48083

sheet title:

LANDSCAPE PLAN

job no. / issue / revision date:

LS25.071.08 SPA 8-07-2025
LS25.071.11 CITY comments 11-19-2025

drawn by: JP, JK

checked by: FP

date: 8-7-2025

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3 WORKING DAYS
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For free location of public utility lines

The location and elevations of existing underground utilities as shown on this drawing are only approximate. no guarantee is either expressed or implied as to the completeness of accuracy. contractor shall be exclusively responsible for determining the exact location and elevation prior to the start of construction

project no: LS25.071.08

sheet no: LS-1 of 2

landscape planting notes:

GENERAL NOTES:

1) PLANT MATERIALS TO BE INSTALLED ACCORDING TO CITY OF TROY AND CURRENT AMERICAN ASSOCIATION OF NURSERYMEN'S STANDARDS.
2) PLANT MATERIALS TO BE GUARANTEED FOR 2 YEARS. REPLACE FALLING MATERIAL WITHIN 1 YEAR, OR THE NEXT APPROPRIATE PLANTING PERIOD.
3) PLANT MATERIALS TO BE OF PREMIUM QUALITY, NO. 1 GRADE NORTHERN NURSURY GROWN, IN HEALTHY CONDITION, FREE OF PESTS AND DISEASES.
4) MULCH IS TO BE NATURAL COLORED, FINELY SHREDDED HARDWOOD BARK OF 4" THICK BARK MULCH FOR TREES IN 4' DIA. CIRCLE WITH 3" PULLED AWAY FROM TRUNK, 3" THICK BARK MULCH FOR SHRUBS AND 2" THICK BARK MULCH FOR PERENNIALS.
5) CALL MISS DIG AT 1-800-482-7171 PRIOR TO ANY CONSTRUCTION.
6) TREES AND SHRUBS SHALL NOT BE PLANTED CLOSER THAN FOUR FEET TO A PROPERTY LINE

DECIDUOUS & EVERGREEN TREE:

1) TREE SHALL BE INSTALLED SAME RELATIONSHIP TO FINISH GRADE AS IT BORE ORIGINALLY OR SLIGHTLY HIGHER THAN FINISH GRADE UP TO 6" ABOVE GRADE, IF DIRECTED BY LANDSCAPE ARCHITECT FOR HEAVY CLAY SOIL AREAS.
2) DO NOT PRUNE TERMINAL LEADER. PRUNE ONLY DEAD OR BROKEN BRANCHES.
3) REMOVE ALL TAGS, STRING, PLASTICS AND OTHER MATERIALS THAT ARE UNSLIGHTLY AND COULD CAUSE GIRDLING.
4) REMOVE TREE STAKES, GUY WIRES AND TREE WRAP AFTER ONE WINTER SEASON.

SHRUB:

1) SHRUB SHALL BE INSTALLED SAME RELATIONSHIP TO FINISH GRADE AS IT BORE ORIGINALLY OR SLIGHTLY HIGHER THAN FINISH GRADE UP TO 4" ABOVE GRADE, IF DIRECTED BY LANDSCAPE ARCHITECT FOR HEAVY CLAY SOIL AREAS.
2) DO NOT PRUNE TERMINAL LEADER. PRUNE ONLY DEAD OR BROKEN BRANCHES.
3) REMOVE ALL TAGS, STRING, PLASTICS AND OTHER MATERIALS THAT ARE UNSLIGHTLY AND COULD CAUSE GIRDLING.

landscape maintenance notes:

LANDSCAPE MAINTENANCE PROCEDURES AND FREQUENCIES TO BE FOLLOWED SHALL BE SPECIFIED ON THE LANDSCAPE PLAN, ALONG WITH THE MANNER IN WHICH THE EFFECTIVENESS, HEALTH AND INTENDED FUNCTIONS OF THE VARIOUS LANDSCAPE AREAS ON THE SITE WILL BE ENSURED.

1. LANDSCAPING SHALL BE KEPT IN A NEAT, ORDERLY AND HEALTHY GROWING CONDITION, FREE FROM DEBRIS AND REFUSE.

2. PRUNING SHALL BE MINIMAL AT THE TIME OF INSTALLATION, ONLY TO REMOVE DEAD OR DISEASED BRANCHES. SUBSEQUENT PRUNING SHALL ASSURE PROPER MATURATION OF PLANTS TO ACHIEVE THEIR APPROVED PURPOSE.

3. ALL DEAD OR DISEASED PLANT MATERIAL SHALL BE REMOVED AND REPLACED WITHIN SIX (6) MONTHS AFTER IT DIES OR IN THE NEXT PLANTING SEASON, WHICHEVER OCCURS FIRST. THE PLANTING SEASON FOR DECIDUOUS PLANTS SHALL BE BETWEEN MARCH 15 AND NOVEMBER 15 OR UNTIL THE PREPARED SOIL BECOMES FROZEN. THE PLANTING SEASON FOR EVERGREEN PLANTS SHALL BE BETWEEN MARCH 1 AND JUNE 1. PLANT MATERIAL INSTALLED TO REPLACE DEAD OR DISEASED MATERIAL SHALL BE AS CLOSE AS PRACTICAL TO THE SIZE OF THE MATERIAL IT IS INTENDED TO REPLACE.

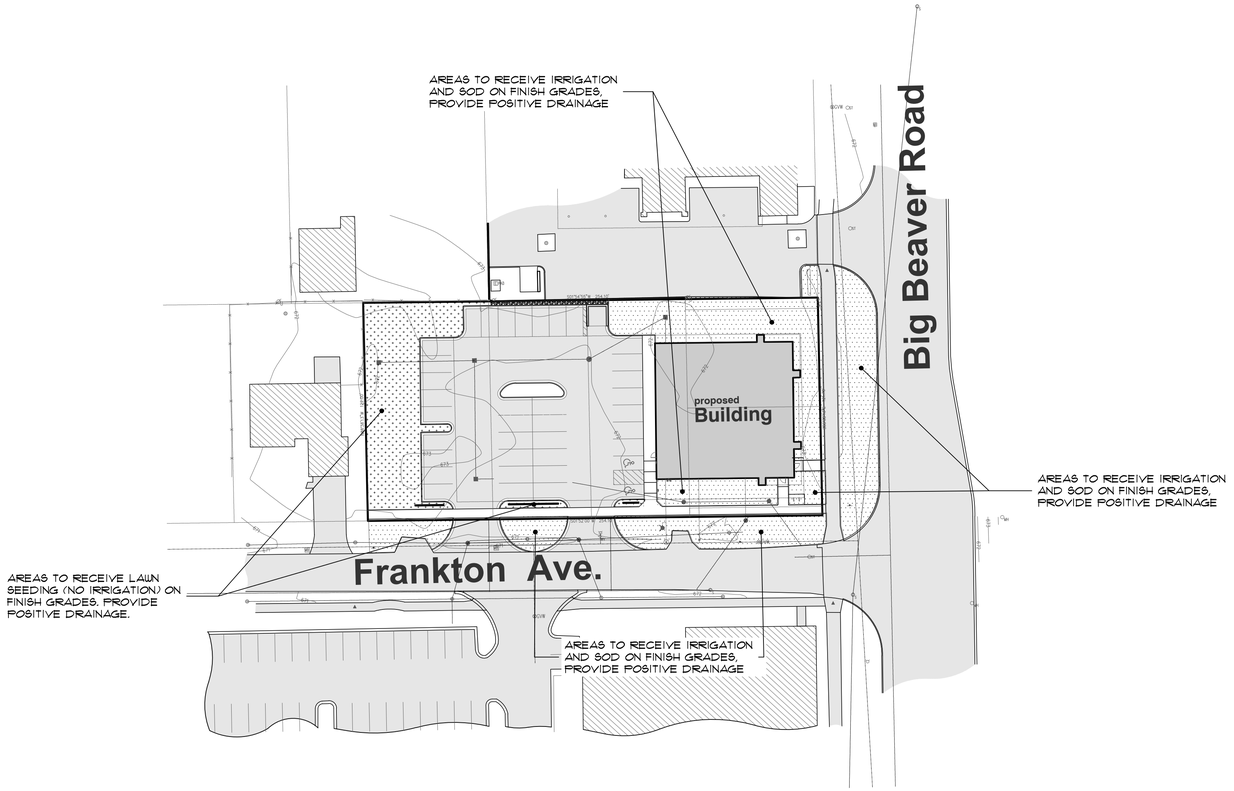
lawn area:

SOD LAWN AREAS SHALL BE KENTUCKY BLUE GRASS BLEND GRASS IN A SOD NURSERY ON LOAM SOIL. SOD TO BE INSTALLED ON MINIMUM 4" TOPSOIL.

SEEDED LAWN AREAS SHALL CONSIST OF THE FOLLOWING TYPES AND PROPORTIONS:

5% PERENNIAL RYE GRASS
10% RED FESCUE
25% CHEWING FESCUE
60% KENTUCKY BLUE GRASS

SEED MIX SHALL BE APPLIED AT A RATE OF 200 POUNDS PER ACRE AND WEED CONTENT SHALL NOT EXCEED 1%. SEED. PROVIDE A MINIMUM 4" TOP SOIL ON ALL SEEDED LAWN AREA



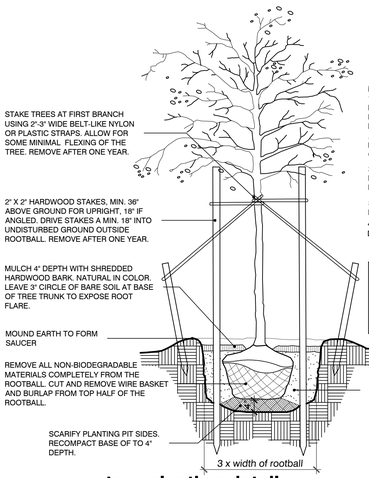
2A sod, seeding and irrigation reference plan

SCALE: 1"=40'-0"

hatch pattern legend

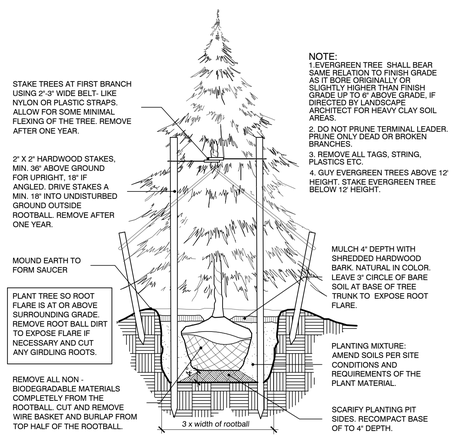
AREAS TO RECEIVE IRRIGATION AND SOD, MAINTAINED AND MOWED WEEKLY

AREAS TO RECEIVE LAWN SEEDING (NO IRRIGATION)



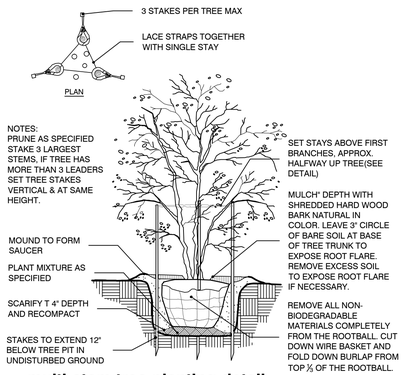
tree planting detail

no scale



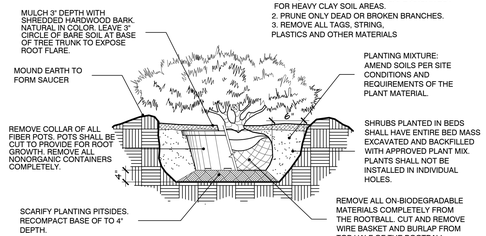
evergreen planting detail

no scale



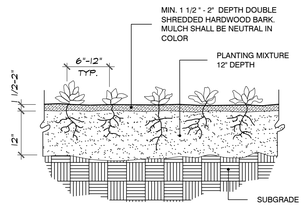
multi-stem tree planting detail

no scale



shrub planting detail

no scale



perennial planting detail

no scale

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24333 Orchard Lake Rd, Suite G
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phone: (248) 557-5588

seal:

STATE OF MICHIGAN — REGISTERED — FELINO A. PASCUAL — LANDSCAPE ARCHITECT — 433 — LANDSCAPE ARCHITECT

client:

BRAD BYRNES
5300 SHELDON RD
OAKLAND, MI, 48306

project:

MEDICAL OFFICE BUILDING

project location:

3040 FRANKTON DRIVE
TROY, MICHIGAN, 48083

sheet title:

SOD SEEDING REFERENCE PLAN AND PLANTING DETAILS

job no. / issue / revision date:

LS25.071.08	SPA	8-07-2025
LS25.071.11	city comments	11-19-2025

drawn by: **JP, JK**

checked by: **FP**

date: **8-7-2025**

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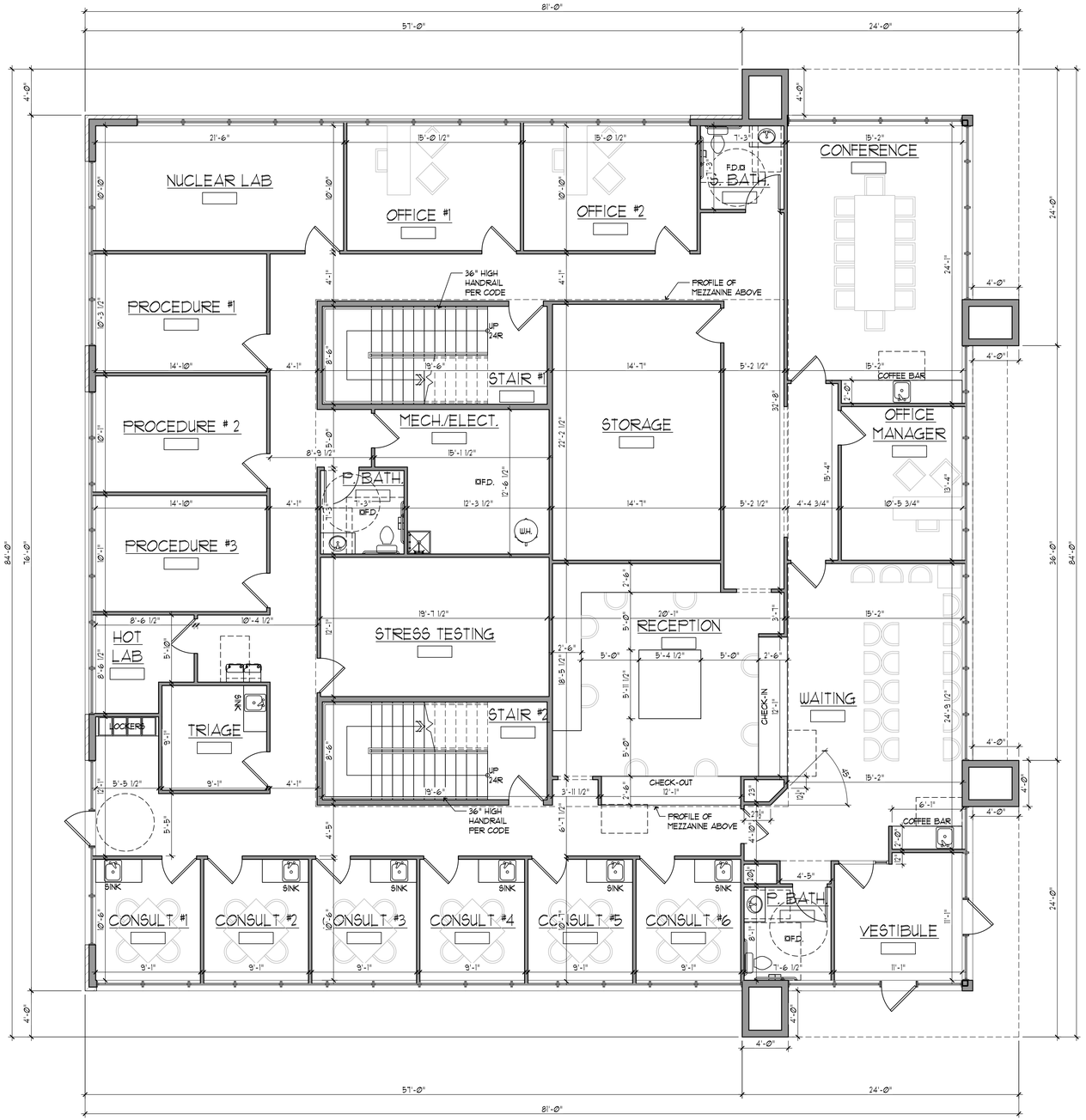
The location and elevations of existing underground utilities as shown on this drawing are only approximate. no guarantee is either expressed or implied as to the completeness of accuracy. contractor shall be exclusively responsible for determining the exact location and elevation prior to the start of construction

project no: **LS25.071.08**

sheet no: **LS-2 of 2**

PARKING LOT SCREEN WALL DETAIL

SCALE 1/2" = 1'-0"



GROUND FLOOR PLAN

SCALE 3/16" = 1'-0"

GROUND FLOOR	=	5,852 SQ. FT
MEZZANINE	=	1,533 SQ. FT.
TOTAL SQUARE FOOTAGE	=	7,385 SQ. FT.

5,852 SQ. FT / 3 = 1,950 MAX MEZZANINE SQUARE FOOTAGE

MARTINI SAMARTINO Design Group
920 EAST LONG LAKE RD.
SUITE 200
TROY MI 48085
P. 248.524.0445
F. 248.524.0447

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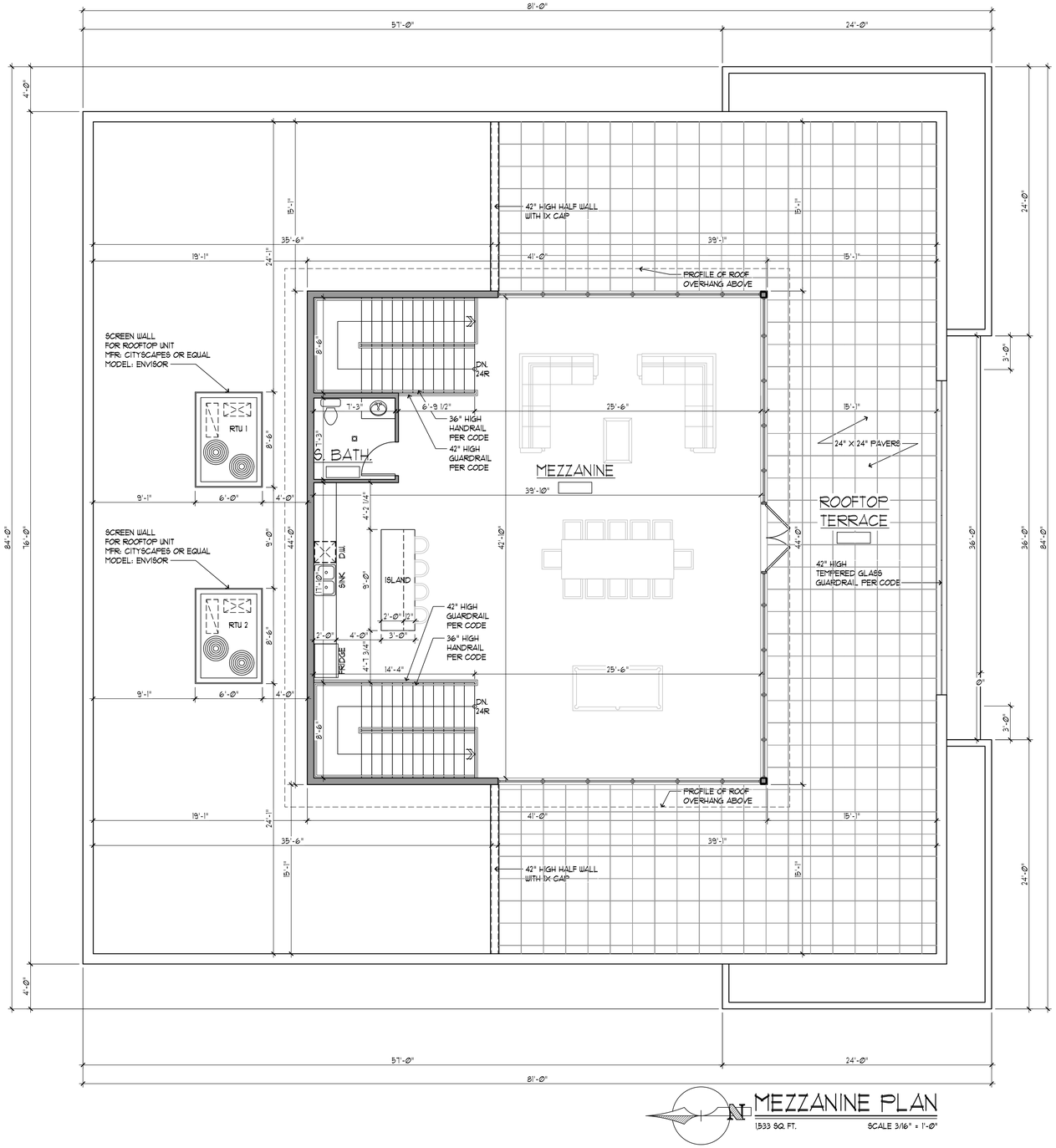
TROY MEDICAL OFFICE

FRANKTON AVENUE
& BIG BEAVER ROAD
TROY MICHIGAN, 48083

S.P. Approval:	01-05-2026
Permit Set:	
Revisions:	
Final Set:	
Drawn By:	B.J.
Checked By:	D.D.

Job No:
25-163

Sheet No:
A1



MEZZANINE PLAN

1533 SQ. FT. SCALE 3/16" = 1'-0"

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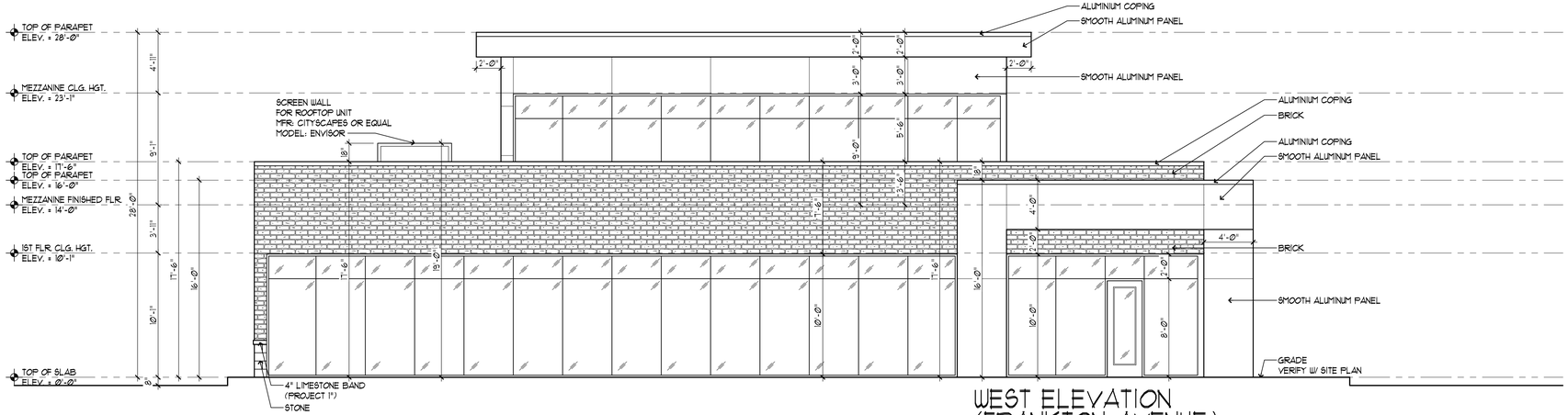
Job No:
25-163

Sheet No:
A2

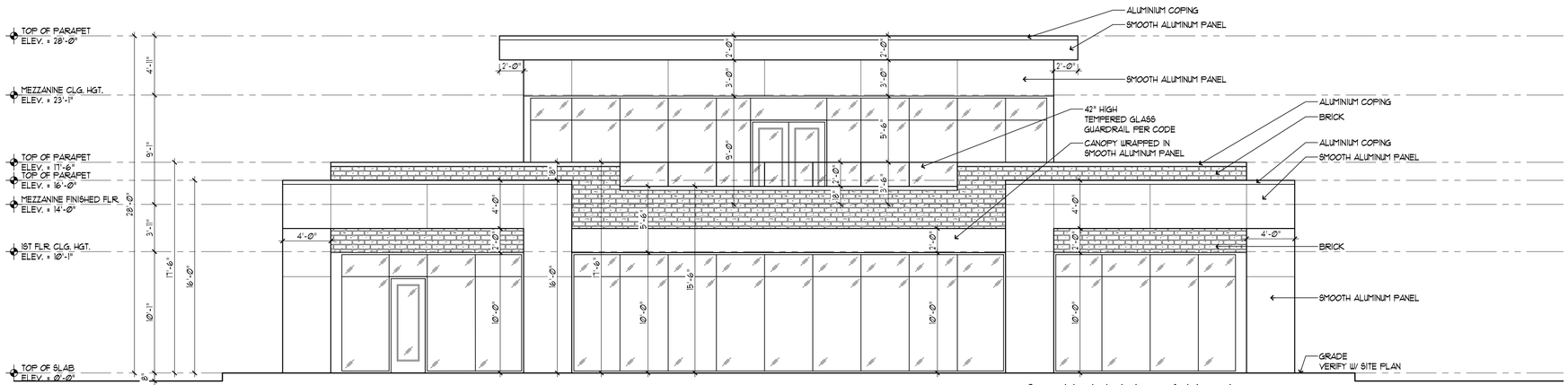


WEST ELEVATION (FRANKTON AVENUE)

SCALE 3/16" = 1'-0"

WEST ELEVATION
(FRANKTON AVENUE)
TRANSPARENCY PERCENTAGE

FACADE	=	1,411 SQ. FT.
TRANSPARENCY	=	720 SQ. FT.
720 / 1,411	=	51 % PROVIDED
		50 % REQUIRED



SOUTH ELEVATION (BIG BEAVER ROAD)

SCALE 3/16" = 1'-0"

SOUTH ELEVATION
(BIG BEAVER ROAD)
TRANSPARENCY PERCENTAGE

FACADE	=	1,458 SQ. FT.
TRANSPARENCY	=	736 SQ. FT.
736 / 1,458	=	50 % PROVIDED
		50% REQUIRED

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TROY MEDICAL OFFICE

FRANKTON AVENUE
& BIG BEAVER ROAD
TROY MICHIGAN, 48083

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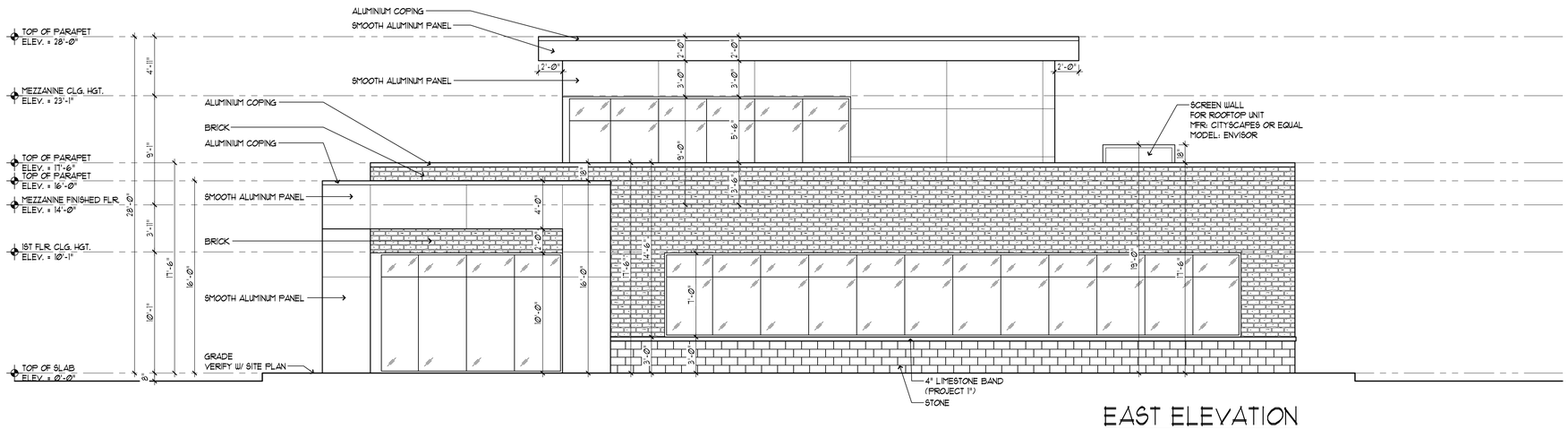
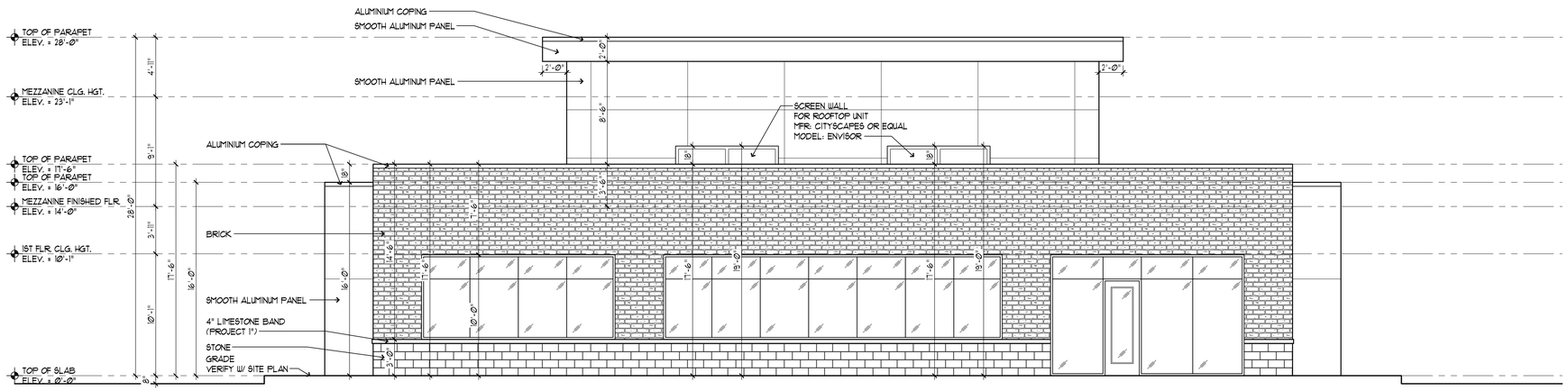
Job No:
25-163

Sheet No:
A3



EAST ELEVATION

SCALE 3/16" = 1'-0"



NORTH ELEVATION

SCALE 3/16" = 1'-0"

NORTH ELEVATION
TRANSPARENCY PERCENTAGE

FACADE	=	1,458 SQ. FT.
TRANSPARENCY	=	468 SQ. FT.
468 / 1,458	=	32 % PROVIDED
		30% REQUIRED

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TROY MEDICAL OFFICE

FRANKTON AVENUE
& BIG BEAVER ROAD
TROY MICHIGAN, 48083

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Job No:
25-163

Sheet No:
A4

PHOTOMETRIC - OPTION A

D-Series Size 0
LED Area Luminaire

d-series

Catalog Number

Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

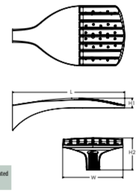
Introduction

The modern styling of the D-Series features a highly refined aesthetic that blends seamlessly with its environment. The D-Series offers the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

The photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. D-Series outstanding photometry aids in reducing the number of poles required in area lighting applications, with typical energy savings of 70% and expected service life of over 100,000 hours.

Specifications

EPA: 0.44 ft² (0.04 m²)
Length: 26.18" (66.5 cm)
Width: 14.06" (35.7 cm)
Height H1: 2.26" (5.7 cm)
Height H2: 7.46" (18.9 cm)
Weight: 23 lbs (10.4 kg)



ds design select

Items marked by a shaded background qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit www.acuitybrands.com/designselect. *See ordering tree for details.

Design Select options indicated by this color background.

Ordering Information

EXAMPLE: DSX0 LED P6 40K 70CRI T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX0 LED

Series	LEDs	Color temperature[2]	Color Rendering Index[2]	Distribution	Voltage	Mounting
DSX0 LED	**Forward optics** P1 P5 P2 P6 P3 P7 P4 **Rotated optics** P10[1] P12[1] P11[1] P13[1]	(this section 70CRI only) 30K 3000K 40K 4000K 50K 5000K 27K 2700K 30K 3000K 35K 3500K 40K 4000K 50K 5000K	70CRI 70CRI 70CRI 80CRI 80CRI 80CRI 80CRI 80CRI	AFR Automotive front row T1S Type I short T2M Type II medium T3M Type III medium T3LG Type III low glare[1] T4M Type IV medium T4LG Type IV low glare[1] TFTM Forward throw medium T5M Type V medium T5LG Type V low glare T5W Type V wide BLC3 Type III backlight control[1] BLC4 Type IV backlight control[1] LCCO Left corner cutoff[1] RCCO Right corner cutoff[1]	MVOLT (120V-277V)[3,4] HVOLT (347V-480V)[3,4] XVOLT (277V-480V)[3,4] 120[4,10] 208[4,10] 240[4,10] 277[4,10] 347[4,10] 480[4,10]	**Shipped included** SPA Square pole mounting (4ft drilling, 3.5" min. SQ pole) RPA Round pole mounting (4ft drilling, 3" min. RND poles) SPA5 Square pole mounting (4ft drilling, 3" min. SQ pole)[5] RPA5 Round pole mounting (4ft drilling, 3" min. RND pole)[5] SPA8N Square narrow pole mounting (4ft drilling, 3" min. SQ pole) WBA Wall bracket[6] MA Mast arm adapter (mounts on 2 3/8" OD horizontal tenon)

Control options		Other options	Finish (required)
Shipped installed NLTAIR2 PIRHN nLight AIR gen 2 enabled with bi-level motion / ambient sensor, 8-40' mounting height, ambient sensor enabled at 2fc.[7,8,9] PIR High/low, motion/ambient sensor, 8-40' mounting height, ambient sensor enabled at 2fc.[8,9] PER NEMA twist-lock receptacle only (controls ordered separate)[9] PERS Five-pin receptacle only (controls ordered separate)[9,10]	PER7 Seven-pin receptacle only (controls ordered separate)[9,10] FAO Field adjustable output[9,10] BL30 Bi-level switched dimming, 30%[8,9] BL50 Bi-level switched dimming, 50%[8,9] DMG 0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately)[9]	**Shipped installed** HS Houseside shield (black finish standard)[10] L90 Left rotated optics[1] R90 Right rotated optics[1] CCE Coastal Construction[11] HA 50°C ambient operation[12] BAA Buy American Act and/or Build America Buy America Qualified SF Single fuse (120, 277, 347V)[4] DF Double fuse (208, 240, 480V)[4] **Shipped separately** EGSR External Glare Shield (reversible, field install required, matches housing finish) BSDB Bird Spikes (field install required)	DDBXD Dark Bronze DBLXD Black DNAXD Natural Aluminum DWHXD White DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white

LITHONIA LIGHTING
COMMERCIAL OUTDOOR

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DSX0-LED
Rev. 04/29/25
Page 1 of 9

VESTA
AT7950
WALL

PROJECT

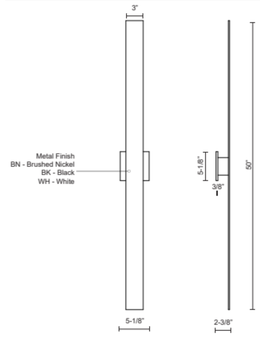
AT7950-WH White
AT7950-BK Black
AT7950-BN Brushed Nickel

DESCRIPTION

Timeless simplicity with versatile purpose is offered with this wall sconce that measures 50 inches in length. Vesta mounts horizontally or vertically from a matching aluminum square affixed in the middle of the rectangular beam of formed aluminum. The concealed LEDs illuminate the mounting plane creating pool of light on the wall. Vesta is available in three different finishes: black or white powder coating and brushed nickel.

SPECIFICATION DETAILS

Fixture Dimensions	W3" x H50" x E2-3/8"
Light Source	AC LED Module
Wattage	58W
Total Lumens	4800lm
Delivered Lumens	BK-3026lm; BN-3069lm; WH-3226lm;
Voltage	120V
Color Temperature	3000K
CRI (Ra)	90CRI
Optional Color Temps	2700K - 5000K Available, Minimum Order Quantities Apply
LED Rated Life	50,000 hours
Dimming	100% - 10%, ELV Dimmer (Not Included)
Glass Details	Frosted Glass
ADA Compliant	Yes
Location	Wet
Illumination Direction	Backlit
Mounting Style	All Orientation; Wall;
Canopy Dimensions	W5-1/8" x H5-1/8" x E3/8"
Paint Finish	BK02; BN02; WH02;



* For custom options, consult factory for details.
* For warranty information, please visit www.kuzcolighting.com/warranty

KUZCO
CANADA: 19054 28TH AVENUE - SURREY, BC V3Z 6M3
USA: 3035 E. LONE MOUNTAIN ROAD - LAS VEGAS, NV 89081
WWW.KUZCOLIGHTING.COM
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COMMENT

Intertek

Plan View

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Boundary	+	0.1 fc	0.3 fc	0.0 fc	N/A	N/A
Parking Area	+	1.4 fc	6.2 fc	0.1 fc	62.0:1	14.0:1
Small walkway	+	0.5 fc	1.2 fc	0.0 fc	N/A	N/A
Walkway	+	1.4 fc	12.5 fc	0.0 fc	N/A	N/A

Schedule

Symbol	Label	Catalog Number	Description	Lamp	Number Lamps	Lumens per Lamp	LLF	Wattage
	S1	DSX0 LED P4 40K 70CRI TFTM	D-Series Size 0 Area Luminaire P4 Performance Package 4000K CCT 70 CRI Forward Throw		1	11374	1	186.08
	B	Vesta - AT7950 - BK	ALL TERIOR	AC LED Module	1	3215	1	56.5

Pole mounted fixtures are mounted at 20' - 0" above finished grade.

MEDICAL OFFICE - TROY, MI
FRANKTON AVENUE & BIG BEAVER ROAD
TROY MICHIGAN, 48083
SITE LIGHTING PHOTOMETRICS

Designer
TJA
Date
07/20/2025
Scale
1" = 20'
Drawing No.
2
Summary
OPTION B

1 of 2

(Above space for recording purposes.)

CONDITIONAL REZONING AGREEMENT

THIS CONDITIONAL REZONING AGREEMENT ("Agreement") is hereby entered into by and between Z Square Real Estate-East Street, LLC a Michigan limited liability company, whose address is 6725 Daly Rd, Unit 250010, West Bloomfield, Michigan 48325 ("Owner"), SunByrnes Construction, LLC, a Michigan limited liability company, whose address is 43500 Mound Road, Sterling Heights, MI 48314 ("Developer"), and the CITY OF TROY, MICHIGAN, a Michigan municipal corporation, whose address is 500 W. Big Beaver Road, Troy, Michigan 48084 ("City").

RECITALS

A. Owner is currently the fee owner of certain real property located at north side of Big Beaver, East side of Frankton (PIN 88-20-22-358-028 and -029) (Parcels "028" and "029" respectively), Troy, Oakland County, Michigan, more particularly described on Exhibit A, attached hereto ("Property").

B. Developer is the authorized representative of Owner with respect to the Property.

C. Parcel 028 is currently zoned BB (Big Beaver) and Parcel 029 is currently zoned R-1E (One-Family Residential).

D. Owner and Developer intend to improve and develop the Property into a medical office building.

E. In order to facilitate the development of the Property, Owner and Developer desire to have Parcel 029 rezoned from R-1E (One-Family Residential) to BB (Big Beaver).

F. As part of approval of this Agreement, Owner and Developer have offered and agreed to make the improvements, proceed with the project and comply with document submission dates and/or project completion dates, as described in this Agreement and any incorporated documents. Any conditions, representations or promises included in the Agreement have been voluntarily offered Owner and Developer to induce the City to rezone the land to the proposed

classification. Owner, Developer and the City agree that the rezoning and the terms of this Agreement provides for: (i) the promotion of the public health, safety and welfare; (ii) compatibility with the Master Plan; (iii) compliance with all terms and conditions of the zoning district to which the land is to be rezoned, except as otherwise allowed in the Agreement; (iv) the accommodation of service and facility loads for public services and facilities affected by the proposed development; (v) compatibility with adjacent uses of land; and (vi) other legitimate objectives authorized under the Michigan Planning Enabling Act, MCL 125.3801, et. seq., the Michigan Zoning Enabling Act, MCL 125.3101, et. seq. and Chapter 39, Section 16.04 of the City of Troy Zoning Ordinance. The burden of the conditions on Owner and Developer is roughly proportionate to the burdens being created by the development, and to the benefit which will accrue to the Property as a result of the requirements represented in the project and/or development.

G. For the purpose of confirming the rights, obligations and restrictions in connection with the improvements and development to be undertaken on the Property, the parties have entered into this Agreement. The rezoning of Parcel 029 to BB shall become effective as set out in Section 4.1 of this Agreement. Once the Troy City Council approves this Agreement, it shall be binding upon the City, Owner, Developer, and their agents, successors and assigns. The City's Zoning District Map shall be updated to reflect the amendment to the Zoning Ordinance within a reasonable period of time after the effective date of the rezoning. This Conditional Rezoning Agreement is being proposed by Owner and Developer and entered into voluntarily by Owner, Developer and the City.

H. Owner and Developer have voluntarily offered to enter into this Conditional Rezoning Agreement consistent with the Zoning Enabling Act, as defined in Article 1 of this Agreement and the City of Troy Zoning Ordinance, Chapter 39, Section 16.04 (Conditional Rezoning Procedures).

I. This Conditional Rezoning Agreement is made by the City pursuant to authority granted to the City under MCLA §125.3405, as amended.

J. The City's Planning Commission, at its January 13, 2026, meeting, passed its resolution recommending to the City Council that Owner and Developer' rezoning request, which incorporates Site Plan approval, be granted.

K. The City, by action of its City Council at its meeting of _____, passed its resolution and has accepted the offer of Owner and Developer to enter into this Conditional Rezoning Agreement, which incorporates Site Plan approval.

NOW, THEREFORE, Owner, Developer and the City for the good and valuable consideration outlined in this Agreement, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

ARTICLE 1
DEFINITIONS AND COVENANTS

1.1 "Commencement Date" means the date of the acceptance of the conditional zoning offer by the City.

1.2 "Conditional Rezoning Agreement Documents" shall mean Chapter 39, Section 16.04 of the City's Zoning Ordinance, as amended, this Agreement and the Site Plan (see Section 2.4).

1.3 "Improvements" means (a) acquisition of building permits; (b) submission of required site bonds to City; and (c) on-site improvements such as site-grading, in-ground utility changes, building staking, installation of utilities, curbs, driveways, sidewalks, lighting, landscaping.

1.4 "Troy Zoning Code" means Chapter 39 of the Code of Ordinances of the City of Troy.

1.5 "Zoning Enabling Act" means State of Michigan's Act 110 of the Public Acts of 2006, as amended (MCLA §125.3101, et. seq., as amended).

ARTICLE 2
DESCRIPTION OF DEVELOPMENT

2.1 **Development Description.** The development involves the construction of an office building and other Improvements on the Property, as described in the Site Plan (as defined below).

2.2 **Development Parcel.** The Property is described on Exhibit A, attached hereto, Parcel 029 thereof constituting the property to be rezoned.

2.3 **Ownership of Property.** The Property is currently owned by Owner.

2.4 **Site Plan.** The drawings and submittals for the Property which constitute the Site Plan and related plans are identified and attached hereto as **Exhibit B** ("Site Plan").

2.5 **Development Documents**. The Property shall be developed and improved only in accordance with the Conditional Rezoning Agreement Documents.

ARTICLE 3
CONDITIONS FOR REZONING

3.1 **Rezoning.** In consideration for the City's rezoning of Parcel 029 from R-1E (One-Family Residential) to BB (Business District), Owner and Developer agree to be bound by the following conditions:

a. The Property shall be developed and used as a professional office / medical office facility as identified on the site plan and related plans attached hereto as Exhibit B.

b. Owner and Developer shall develop and improve the Property in accordance with the Site Plan documents that were recommended for approval including the site plan design considerations that were included in the Troy Planning Commission resolution adopted at its January 13, 2026 (Exhibit C), meeting, and as adopted by the City Council on _____, ____ 2026 (Exhibit D).

c. Landscaping and greenbelt buffers shall be installed and maintained per approved plans. (*See* Exhibit B).

d. All exterior lighting shall comply with the approved photometric plan.

e. Landscaping buffers shall be maintained along the northern and eastern property lines as depicted on the site plans.

f. Developer will construct a "knee wall" along Frankton.

g. The location of the dumpster shall be in accordance with the site plans.

h. A "No Right Hand Turn" sign shall be erected on the north side of the property as depicted on the site plans.

i. The correct curb cuts are reflected on the site plans.

3.2 **Representation.** Owner and Developer represent and confirm that the Property shall not be used or developed in a manner inconsistent with the conditions placed on rezoning as set out in this Agreement.

3.3 **Expiration.** Owner and Developer shall be subject to the expiration of the provisions of Section 16.04.E of the Troy Zoning Ordinance and Section 6.2 of this Agreement.

ARTICLE 4
REZONING

4.1 **Resolution and Zoning Map Amendment.** Directly after City Council's approval

of this Conditional Rezoning Agreement, City Council shall pass a Resolution rezoning Parcel 029 from R-1E (One-Family Residential) to BB (Business District). That Resolution shall also state that the Zoning Map shall be amended to reflect a new zoning classification. The Planning Director shall take necessary action to amend the Zoning Map to the new classification along with a relevant designation that will provide reasonable notice of the Conditional Rezoning Agreement. The Conditional Rezoning Approval and the amendment to the Zoning Map shall not become effective until the Conditional Rezoning Agreement is recorded with the Oakland County Register of Deeds and a certified copy of the Agreement is filed with the City Clerk.

ARTICLE 5
OWNER AND DEVELOPER'S RIGHTS, OBLIGATIONS AND PROPERTY RESTRICTIONS

5.1 **Right to Develop.** Owner and Developer shall have the right to develop the Property in accordance with the Conditional Rezoning Agreement Documents and shall receive Final approval in accordance with the City's Zoning Ordinance and this Agreement. If development and/or actions are undertaken on or with respect to the Property in violation of the Conditional Rezoning Agreement, such development and/or actions shall constitute a violation of the City of Troy Code of Ordinances and deemed a nuisance per se. In such cases, the City may issue a stop work order relative to the Property and seek any other lawful remedies. Until curative action is taken to bring the Property into compliance with the Conditional Rezoning Agreement, the City may withhold or, following notice and an opportunity to be heard, revoke permits and certificates in addition to or in lieu of such other lawful action to achieve compliance.

5.2 **Compliance with Agreement.** All development, use, and improvement of the Property shall be subject to and in accordance with this Agreement, the Conditional Rezoning Agreement Documents, all applicable City Ordinances, and shall also be subject to and in accordance with all other approvals and permits required under applicable City Ordinances and State law.

5.3 **Compliance with City Ordinances.** Owner and Developer shall comply with the City Code of Ordinances, make any necessary application for permits and obtain any necessary permits for the development of the Property, including signage.

5.4 **Release of Developer.** Upon the successful completion of the development consistent with this Agreement, Developer shall be released from any future or continuing obligations hereunder and Owner shall be bound by any future or continuing obligations.

ARTICLE 6
THE CITY'S RIGHTS AND OBLIGATIONS

6.1 **Police Powers.** The action of the City in entering into this Conditional Rezoning Agreement is based upon the understanding that the intent and spirit of the police power objectives of the City relative to the Property are embodied in the Conditional Rezoning Agreement Documents and those powers are assured based upon the development and/or undertakings on the Property.

The City is thus achieving its police power objective and has not, by this Agreement, bargained away or otherwise compromised any of its police power objectives.

6.2 **Expiration.** Conditional Rezoning approval shall expire following a period of two (2) years from the effective date of the rezoning as set out above unless progress has been diligently pursued and substantial completion has occurred in accordance with permits issued by the City. The City shall have the sole discretion to determine if progress has been diligently pursued by Owner and Developer. The City, through its employees and agents, shall at all times be allowed to enter onto the Property to determine the progress of the development.

6.3 **Enforcement.** The City may initiate legal action for the enforcement of any of the provisions, requirements, and obligations set forth in the Conditional Rezoning Agreement. In the event the City obtains any relief as a result of such litigation, Owner and Developer shall pay all court costs and attorney fees incurred by the City in connection with such suit.

6.4 **Non-Compliance.** If Owner or Developer's development activities on the Property are not in compliance with the Conditional Rezoning Agreement, the City may issue a stop work order as to any or all aspects of the Development, may deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Development regardless of whether the Developer is the named applicant for such permit or certificate of occupancy, and may suspend further inspections of any or all aspects of the Development.

6.5 **Compliance.** To the extent the Conditional Rezoning Agreement Documents deviate from the City of Troy Development Standards, Zoning Ordinance or other City ordinances, or any amendments thereto, the Conditional Rezoning Agreement Documents shall control. All improvements constructed in accordance with the Conditional Rezoning Agreement Documents shall be deemed to be conforming under the Zoning Ordinance and in compliance with all ordinances of the City.

ARTICLE 7
GENERAL PROVISIONS

7.1 **The City's Representations and Warranties.** The City represents and warrants to Owner as follows:

a. **Authority.** The City has the authority to enter into this Conditional Rezoning Agreement and to perform and carry out all obligations, covenants and provisions hereof. The City's authority shall be evidenced by appropriate resolutions.

b. **Compliance.** The Conditional Rezoning Agreement complies with the requirements of City Ordinances, including the Troy Zoning Code.

c. **Sole Authority.** The City Council is the sole and appropriate municipal body to enter into the Conditional Rezoning Agreement with Owner and Developer.

d. **Plan Review.** The City will timely review the plans and documents submitted for building permits, public utilities and signage, and any amendments thereto submitted by Developer to achieve the purposes of this Conditional Rezoning

Agreement.

e. **Use.** The intended land use for the Property is a permissible use under the Troy Zoning Code and Troy Master Plan.

f. **Validity of Use.** In the event that the Troy Zoning Code is amended such that the uses provided for in this Conditional Rezoning Agreement for Parcel 029 are no longer permitted uses of right in the BB Zoning District, the use provided for in this Conditional Rezoning Agreement and continuation of those uses shall be governed by the provisions of Troy's Zoning Ordinance governing non-conforming lots, uses and structures currently set forth in Article 14 of the Zoning Ordinances.

g. **Restraints**. Neither the execution nor delivery of this Conditional Rezoning Agreement nor the consummation of the transaction contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, the City's Charter, or any agreement to which the City is a party or by which it is bound.

h. **Disclosure**. No representation or warranty by the City, or any statement or certificate furnished to Owner or Developer pursuant hereto or in connection with the transactions contemplated hereby contains or will contain any untrue statement of a material fact or will omit to state any fact necessary to make the statements contained herein or therein not misleading.

i. **Litigation**. The City has no notice of and there is no pending or threatened litigation, administrative action or examination, claim or demand before any court or any federal, state or municipal governmental department, commission, board, bureau, agency or instrumentality thereof which would cause the City or its principals to be unable to carry out the covenants and promises made herein.

7.2 **Owner's Representations and Warranties.** Owner represents and warrants to the City as follows:

a. **Organization**. Owner has all requisite power and authority to own and operate its assets and properties, to carry on business as now being conducted, and to enter into and perform the terms of the Conditional Rezoning Agreement.

b. **Authorization**. The execution and delivery of this Conditional Rezoning Agreement and consummation of the transactions contemplated hereby have been duly authorized by Owner.

c. **Restraints**. Neither the execution nor delivery of this Conditional Rezoning Agreement nor the consummation of the transaction contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, Owner's organizational documents, or any agreement to which the Owner is a party or by which it is bound.

d. **Disclosure**. No representation or warranty by Owner, or any statement or certificate furnished to the City pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or will omit to state any fact necessary to make the statements contained herein or therein not misleading.

e. **Litigation**. Owner has no notice of and there is no pending or threatened litigation, administrative action or examination, claim or demand before any court or any federal, state or municipal governmental department, commission, board, bureau, agency or instrumentality thereof which would cause Owner or its principals to be unable to carry out the covenants and promises made herein.

f. **Financial**. Owner is financially able to develop the Property.

g. **Compliance with Laws.** Owner shall comply with all Laws and all City ordinances applicable to the construction, ownership, maintenance, operation and use of the Property.

7.3 **Effective Date.** The effective date of this Conditional Rezoning Agreement is the date the Agreement is recorded with the Oakland County Register of Deeds.

ARTICLE 8
NOTICES

All notices, consents, approvals, requests and other communications, herein collectively called "Notices," required or permitted under this Conditional Rezoning Agreement shall be given in writing, signed by an authorized representative of the City, Owner or Developer and mailed by certified or registered mail, return receipt requested, personally delivered, sent by overnight courier or sent by e-mail to a party as follows:

To City:
Planning Director
City of Troy
500 W. Big Beaver Road Troy, Michigan 48084
(248) 524-3364
SavidantB@troymi.gov

With a Copy to:
City Attorney
City of Troy
500 W. Big Beaver Road Troy, Michigan 48084
(248) 524-3320
bluhmlg@troymi.gov

To Owner: Hammam Zmily
Z Square Real Estate - East Street LLC
6725 Daly Rd, Unit 250010
West Bloomfield, Michigan 48325
(313) 674-0034
hammamzmily@gmail.com

To Developer: Brad Byrnes
SunByrnes Construction, LLC
43500 Mound Road
Sterling Heights, MI 48314
(586) 997-8500
brad@Developer.com

With a copy to: Ronald E. Reynolds.
Hilger Hammond
40900 Woodward Ave, Suite 111
Bloomfield Hills, MI 48304
(248) 282-2294
rreynolds@hilgerhammond.com
Attorney for Developer

All such notices, certificates or other communications shall be deemed served upon the date of personal delivery, the day after delivery to a recognized overnight courier, the date of the transmission by facsimile or other electronic means is verified or two days after mailing by registered or certified mail. Any party may by notice given under this Conditional Zoning Agreement designate any further or different addresses or recipients to which subsequent notices, certificates or communications hereunder shall be sent.

ARTICLE 9
MISCELLANEOUS

9.1 **Non-Liability of City, Officials and Employees.** No City official, officer, employee, board member, city council member, elected or appointed official, attorneys, consultants, advisors, agents and representatives, shall be personally liable to Z Square Real Estate-East Street, LLC or SunByrnes Construction, LLC for any default or breach by the City of any obligation under this Conditional Rezoning Agreement or in any manner arising out of the performance of this Conditional Rezoning Agreement by any party.

9.2 **Successors/Provisions Running With the Land.** This Conditional Rezoning Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The provisions of Sections 3.1 and 5.1 of this Conditional Rezoning Agreement shall be deemed benefits and burdens which shall run with the Property.

9.3 **Recording.** This Conditional Rezoning Agreement shall be recorded with the Oakland County Register of Deeds at the expense of Owner or Developer. The Site Plan documents, drawings and submittals referenced in Section 2.4 are not required to be recorded and the City shall maintain such documents in its books and records. Owner and Developer shall provide the City Clerk with a certified copy of the Agreement as recorded, showing the date of recording, liber and page numbers.

9.4 **Complete Agreement.** This Conditional Rezoning Agreement constitutes the entire agreement between the parties with respect to the subject of this Conditional Rezoning Agreement and it may not be amended, replaced, terminated, or otherwise varied except in writing and signed by the required parties, except for matters pursuant to Section 5.4 above.

9.5 **Conflicts.** If there is a conflict between the terms of any of the Conditional Rezoning Agreement Documents identified in Section 1.2, such documents shall prevail in the following order: (i) this Agreement, (ii) the final site plan, (iii) Chapter 39, Section 16.04 of the City's Zoning Ordinance, including any amendments. Where there is a question with regard to applicable regulations for a particular aspect of the Development or with regard to clarification, interpretation or definition of terms or regulations, and there are no express provisions outlined in the applicable Conditional Rezoning Agreement Documents, the City, in the exercise of its reasonable discretion, shall determine the regulations of the City's Zoning Ordinance as that Ordinance may have been amended or other City Ordinances that may be applicable provided such determination is not inconsistent with the nature and intent of the Conditional Rezoning Agreement Documents.

9.6 **Default Remedies of Owner.** The City shall not be in default in any term or condition of this Agreement unless and until Owner or Developer have provided the City with written notice that the City has failed to comply with an obligation under this Agreement, and the City has failed to cure such failure within thirty (30) days of the written notice, unless the nature of the noncompliance is such that it cannot be cured with due diligence within such period, in which case the City has failed to commence the cure within such period and thereafter diligently pursued the cure. In the event of a default, Owner and/or Developer' sole remedy at law or in equity shall be the right to seek specific performance as to the issuance of approvals, consents, or the issuance of building permits required by the City pursuant to this Conditional Rezoning Agreement.

9.7 **Default Remedies of City.** Owner and/or Developer shall not be in default in any term or condition of this Agreement unless and until the City has provided Owner and/or Developer with written notice that they have failed to comply with an obligation under this Agreement, and have failed to cure such failure within thirty (30) days of the written notice, unless the nature of the noncompliance is such that it cannot be cured with due diligence within such period, in which case SunByrnes Construction, LLC has failed to commence the cure within such period and thereafter diligently pursued the cure. In the event of a default, the City's sole remedy at law or in equity shall be the right to seek specific performance of the obligations of Owner and/or Developer pursuant to this Conditional Rezoning Agreement.

9.8 **Third-Party Beneficiaries.** No term or provision of this Conditional Rezoning Agreement is intended to be, or shall be, for the benefit of any person not a party to the Agreement,

and no such person shall have any right or cause of action hereunder.

9.9 **Severability.** The invalidity or any article, section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, subsections, clauses, or provisions hereof, which shall remain valid and enforceable to the fullest extent permitted by law.

9.10 **Waiver of Breach.** A party to this Agreement does not waive any default, condition, promise, obligation, or requirement applicable to any other party hereunder, unless such waiver is in writing, signed by an authorized representative of that party, and expressly stated to constitute such waiver. Such waiver shall only apply to the extent given and shall not be deemed or construed to waive any such or other default, condition, promise, obligation, or requirement in any past or future instance. No failure of a party to insist upon strict performance of any covenant, agreement, term or condition of this Conditional Rezoning Agreement or to the exercise of any right or remedy in the event of a default shall constitute a waiver of any such default in such covenant, agreement, term, or condition.

9.11 **Governing Law.** This Conditional Rezoning Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Michigan. Owner and Developer agree, consent and submit to the personal jurisdiction of any competent court of jurisdiction in Oakland County, Michigan, for any action brought against it arising out of this Conditional Rezoning Agreement. Owner and Developer also agree that they will not commence any action against the City because of any matter whatsoever arising out of, or relating to, the validity, construction, interpretation and enforcement of this Agreement in any courts other than those within Oakland County, Michigan. Nothing hereunder shall be construed to limit or prohibit Owner and/or Developer to petition or submit land use or zoning requests to the City after the Effective Date.

9.12 **Reasonableness.** After consulting with their respective attorneys, Owner, Developer and City confirm that this Agreement is authorized by and consistent with all applicable state and federal law and the United States and Michigan Constitutions, that the terms of this Agreement are reasonable, that they shall be estopped from taking a contrary position in the future, and that each shall be entitled to injunctive relief to prohibit any actions by the other inconsistent with the terms of this Agreement. Owner, Developer and the City fully accept and agree to the final terms, conditions, requirements and obligations of the Agreement and all Conditional Rezoning Agreement Documents, and shall not be permitted in the future to claim that the effect of the Agreement and the Conditional Rezoning Agreement Documents result in an unreasonable limitation upon uses of all or a portion of the Property, or claim that enforcement of any of the Agreement and the Conditional Rezoning Agreement Documents causes an inverse condemnation or taking of all or a portion of the Property. Furthermore, it is agreed that the improvements and undertakings set forth in the Agreement and the Conditional Rezoning Agreement Documents are roughly proportional to the burden being created by the development, and to the benefit which will accrue to the Property as a result of the requirements represented by the development.

9.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

CITY OF TROY, MICHIGAN, a Michigan municipality

By: _____
Ethan Baker
Its: Mayor

By: _____
Aileen Dickson
Its: Clerk

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing Conditional Rezoning Agreement was acknowledged before me this ____ day of _____, 2026, by Ethan Baker, as the Mayor of the City of Troy.

_____
_____, Notary Public
_____ County, State of Michigan
Acting in _____ County
My Commission Expires: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing Conditional Rezoning Agreement was acknowledged before me this ____ day of _____, 2026, by Aileen Dickson, as the Clerk of the City of Troy.

_____
_____, Notary Public
_____ County, State of Michigan
Acting in _____ County
My Commission Expires: _____

Z SQUARE REAL ESTATE – EAST STREET LLC

By: _____
Hammam Zmily
Its: Member

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing Conditional Rezoning Agreement was acknowledged before me this ____ day of _____, 2026, by Hammam Zmily, as a Member of the Z Square Real Estate – East Street LLC.

_____
_____, Notary Public
_____ County, State of Michigan
Acting in _____ County
My Commission Expires: _____

SUNBYRNES CONSTRUCTION, LLC

By: _____
Brad Byrnes
Its: President

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing Conditional Rezoning Agreement was acknowledged before me this ____ day of _____, 2026, by Brad Byrnes, President of SunByrnes Construction, LLC.

_____
_____, Notary Public
_____ County, State of Michigan
Acting in _____ County
My Commission Expires: _____

Prepared by and recorded return to:

Ronald E. Reynolds
Hilger Hammond PC
40900 Woodward Avenue
Suite 111
Bloomfield Hills, MI 48304
Telephone: (248) 282-2294

EXHIBIT A
Legal Description

The Property is described as follows:

Property located in the City of Troy, County of Oakland, State of Michigan.

PARCEL 1:
The North 55 feet of Lot 68 and the South 70 feet of Lot 69, of Eysters Beaver Gardens, as recorded in Liber 26 of Plats, page 14, Oakland County Records.

PARCEL 2:
The South 1/2 of Lot 68, of Eysters Beaver Gardens, as recorded in Liber 26 of Plats, page 14, Oakland County Records.

PARCEL 3:
Lots 38 and 39, except the South 69 feet taken for road, of Eysters Beaver Gardens, as recorded in Liber 26 of Plats, page 14, Oakland County Records.

PIN #'s 20-22-358-028 and 20-22-358-029

CITY OF TROY
AN ORDINANCE TO AMEND
CHAPTER 39 OF THE CODE
OF THE CITY OF TROY

The City of Troy ordains:

Section 1. Short Title

This Ordinance shall be known and may be cited as the ____ amendment to the Zoning District Map of the Code of the City of Troy.

Section 2. Amendment

Section 4.02 of Chapter 39 is hereby amended to permit the zoning map of said code to be, and the same is hereby amended to delineate the subject parcel as BB (Big Beaver).

The subject property is located on the east side of Frankton, north of Big Beaver in section 22, within the R-1E (One Family Residential) Zoning District. The subject parcel is approximately 0.5 acres in size, PIN 88-20-22-358-029. The parcel is included with the abutting parcel to the south (PIN 88-20-22-358-028) as part of a conditional rezoning application to develop a medical office on the site.

Section 3. Repeal

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

Section 4. Savings

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

Section 5. Severability Clause

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

Section 6. Effective Date

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

This Ordinance is enacted by the Council of the City of Troy, Oakland County, Michigan, at a regular meeting of the City Council held at City Hall, 500 W. Big Beaver, Troy, Michigan, on Monday, the 23rd day of March, 2026.

Ethan Baker, Mayor

M. Aileen Dickson
City Clerk

PUBLISHED:

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

E.2.

Date: March 19, 2026

To: Honorable Mayor and Troy City Council Members

From: Frank Nastasi, City Manager
Lori Grigg Bluhm, City Attorney
Josh Jones, Police Chief
Nicole MacMillan, Assistant City Attorney
Lynn Giorgi, Police Staffing and Standards Specialist

Subject: Liquor Violation Hearing- Bottle and Cork (Introduced by: Lynn Giorgi, Police Staffing and Standards Specialist)

Within the City of Troy, there are about 150 liquor licensees. Twice a year, the Troy Police Department performs undercover checks on these licensed liquor establishments to check to see if they unlawfully sell alcohol to underage persons. The Directed Patrol Unit conducts these sting operations with the assistance of temporary employees under 21 years of age, who are sent into licensed establishments under police direction. If an employee sells alcohol to a minor, the employee is ticketed, and the violation is reported to the Michigan Liquor Control Commission. In addition to these decoy operations, the Troy Police Department also has officers do visual inspections of each establishment approximately four times a year. The results of all Troy Police Department inspections (both decoy operations and visual inspections) are sent to the Michigan Liquor Control Commission (MLCC), which adjudicates any violations through a due process hearing. Additionally, under Troy's ordinance (Chapter 101) and individual contracts with the liquor licensees, the Troy City Council can also require violators to appear at a Troy City Council meeting.

The Michigan Liquor Laws allow for municipalities to impose sanctions, but treats on-premise licensees (such as restaurants where the liquor is consumed on the property) differently than off-premises licensees (such as party stores where the liquor is purchased for consumption at another location). Although municipalities can object to the otherwise automatic renewal of an on-premises liquor license in their community, the MLCC will not impose any sanctions on off-premises liquor licensees unless there are three violations within a year.

Since liquor licenses are considered property, Troy's Ordinance (Chapter 101) requires notice and an opportunity to contest the allegations before any adverse action can be taken. Notice is also provided to neighboring property owners.

On November 26, 2025, a cashier at Bottle & Cork Wine Shop, located at 1660 John R Rd., failed an undercover decoy operation. Pursuant to Troy's process, a public hearing notice was published and sent to the licensee. Upon information and belief, Bottle & Cork Wine Shop acknowledges the liquor license violation, even though this matter is still pending adjudication with the MLCC. If necessary, City Administration is prepared to provide City Council with the

particulars at the public hearing, so that City Council can make a determination if there was a violation of the liquor laws. To that end, the redacted violation report, police report, MLCC history, and the ticket issued to the cashier are attached. The cashier pled responsible to the violation and was fined $210.

If there is an admission, or if after a contested hearing City Council determines that there was a liquor license violation, then City Council may want to ask the representatives from Bottle & Cork Wine Shop what happened and if steps have been taken to guard against future violations. Since it is scheduled for a public hearing, other persons may want to provide public comment as well.

After the public hearing is closed, City Council may want to pass a resolution. Based on the record of Bottle & Cork Wine Shop, City Administration has proposed a resolution that requires responsible alcohol service training for all of licensee's employees who sell alcohol, which should be completed within six months.

Please let us know if you have any questions or concerns.

Suggested Resolution:
WHEREAS, The City of Troy scheduled a hearing, as allowed under State Law and Chapter 101 of the City of Troy Ordinances, as well as the Liquor License Agreement between the licensee and the City, and properly noticed this hearing; and,

WHEREAS, The purpose of the hearing was to review the following liquor license violation:

Name:	Bottle & Cork Wine Shop LLC
Address:	1660 John R Rd. Troy, MI 48083
License No:	(L-000011018/L-000018683)
Violation:	SALE TO MINOR (Compliance Test) on November 26, 2025; and

WHEREAS, After due notice, the licensee was given the opportunity to contest this cited violation before the Troy City Council on Monday, March 23, 2026 and/or an opportunity to provide additional information concerning the licensee's alcohol service, and adjoining property owners were also provided with an opportunity to provide public comment; and,

WHEREAS, The licensee does not contest the cited liquor license violation or wish to proceed to hearing;

NOW, THEREFORE, BE IT RESOLVED, That due to the violation at the licensed establishment, the Troy City Council **REQUIRES** the licensee to provide proof to the Troy Police Department within 180 days that all serving employees successfully completed a server training program, as defined under State Law (MCL 436.1906).

BE IT FURTHER RESOLVED, That if the licensee does not provide proof within the allocated 180 days, then licensee **SHALL APPEAR** at the next regularly scheduled Troy City Council meeting to explain the reasons for the non-compliance.

BE IT FINALLY RESOLVED, That the licensee’s non-compliance **MAY SERVE** as a basis for the Troy City Council to take adverse action against the licensee.

Michigan Department of Licensing and Regulatory Affairs
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)
525 W. Allegan St., P.O. Box 30005 Lansing, MI
48909-7505
Phone 866-813-0011 – Fax 517-763-0053
www.michigan.gov/lcc

VIOLATION REPORT

(Authorized by P.A. 58 of 1998)

EMAIL COMPLETED REPORT TO
LARA-MLCC-ViolSubmit@michigan.gov

Please obtain the **license number and **business ID (BID)** number directly from the liquor license**

License No.: L-000011018 / L-000018683 Business ID (BID) No.: 12834

1. Name of Licensee: Bottle & Cork Wine Shop LLC

2. Doing Business As (D/B/A): Bottle & Cork Wine Shop LLC

3. Licensed Address (Street, City, Zip Code): 1660 John R Rd Troy 48083

4. Township: City of Troy 5. County: Oakland

6. Type of License(s) & Permit(s): SDD-SDM

7. Date of Violation: 11/26/25 Hour: 1230 ☐ AM or ■ PM

8. Violation Type(s):

- ■ Sale to Minor
- ☐ Intoxicated Person
- ☐ Gambling
- ☐ Controlled Substances
- ☐ Prohibited Conduct
- ☐ Afterhours Sales/Consumption
- ☐ Fighting (must be inside licensed premises)
- ☐ Failure to Cooperate
- ☐ Other:

If MINOR - Birth Date: 10-25-2008 Was this a DECOY? ■ YES ☐ NO If NO, you must answer below:

If above minor violation was NOT a decoy, describe the enforcement action taken:

COPY OF APPEARANCE TICKET MUST BE ATTACHED

9. Please attach report to include a summary of events to support the violation type(s) as referenced above.

Officer Signature: Officer Anthony Carioti Date Signed: 11/26/25

Officer Name & Title (print): Officer Anthony Carioti

Officer Email Address: anthony.carioti@troymi.gov

Officer Signature: Officer Andrew Venier Date Signed: 11/26/25

Officer Name & Title (print): Officer Andrew Venier

Officer Email Address: andrew.venier@troymi.gov

Department Name: Troy Police Department Phone No.: 248-524-3477

Date Report Completed/Submitted: 11/26/25

EMAIL COMPLETED REPORT TO
LARA-MLCC-ViolSubmit@michigan.gov

WITNESSES

1. Name [redacted] Address 500 W Big Beaver Rd. Troy, MI 48084

Will testify to:

2. Name _____ Address _____

Will testify to:

3. Name _____ Address _____

Will testify to:

4. Name _____ Address _____

Will testify to:

5. Name _____ Address _____

Will testify to:

Location Where Evidence Is Held (Explain):
Troy PD Evidence.com and/or Records Department

Provide List of Evidence:
Photo of alcohol beverage
Witness statement
BWC

EMAIL COMPLETED REPORT TO LARA-MLCC-ViolSubmit@michigan.gov

 LARA is an equal opportunity employer/program. Auxiliary aids, services, and other reasonable accommodations are available upon request to individuals with disabilities.

TROY POLICE DEPARTMENT

500 W BIG BEAVER RD
TROY MI 48084
248-524-3477

TROY POLICE

Case Report

Administrative Details:

CR No **250036579**	Subject **4171 - Violation of Liquor Control Laws [41001]**
Report Date/Time **11/26/2025 12:29**	Occurrence Date/Time **11/26/2025 12:29**
Location **1660 JOHN R RD**	Call Source **FOP**
Dispatched Offense **4199 Liquor Violations (Other)**	Verified Offense **4171 Violation of Liquor Control Laws**
County **63 - Oakland**	City/Twp/Village **84 - Troy**
Division **Patrol DPU**	

Action Requested:

[ ] Arrest warrant	[ ] Review only
[ ] Search warrant	[ ] Forfeiture
[ ] Juvenile petition	[ ] Other

Offenses:

4171 - Violation of Liquor Control Laws [TRCARIOTIA (162907)]

IBR Code / IBR Group	Offense File Class	
90G - Liquor Law Violations / B	41001 - LIQUOR LICENSE -ESTABLISHMENT	
Crime Against	Location Type	Offense Completed
SO	17 - Liquor Store	Completed
Domestic Violence	Hate/Bias	
No	00 - None (No Bias)	
Using		Cargo Theft
A-Alcohol: No C-Computer Equipment: No D-Drugs/Narcotics: No Drone/Unmanned Aircraft System: No		

People:

ALKASMIKHA, SANA (S-SUSPECT) [TRCARIOTIA (162907)]

Last Name	First Name	Middle Name	Suffix	Mr/Mrs/Ms
ALKASMIKHA	SANA			

Aliases	Driver License#	DL State	DL Country	Personal ID#
		MI		

DOB (Age)	Sex	Race	Ethnicity	Birth City & State	Birth Country	Country of Citizenship
1989 (56)	F	WHITE	Unknown			

Complexion	Build	Teeth	Height	Weight	Attire
			5' 5"	170	

Street Address	Apt #	County	Country	Home Phone	Work Phone
				UNKNOWN	

City	State	Zip	Cell Phone	Email

TL, DECOY (W-WITNESS) [TRCARIOTIA (162907)]

PE:	W.Type:	Last Name	First Name	Middle Name	Suffix	Mr/Mrs/Ms
	EY	TL	DECOY			

DOB (Age)	Sex	Race	Ethnicity	Birth City & State	Birth Country	Country of Citizenship
		UNKNOWN				

Street Address	Apt #	County	Country	Home Phone	Work Phone
				UNKNOWN	

City	State	Zip	Cell Phone	Email
			UNKNOWN	

Notes
DPU LCC DECOY

VENIER, ANDREW G (O-OTHER) (L-LAW ENFORCEMENT OFFICER) [TRCARIOTIA (162907)]

PE:	W.Type:	Last Name	First Name	Middle Name	Suffix	Mr/Mrs/Ms
		Venier	Andrew	G		

Street Address	Apt #	County	Country	Home Phone	Work Phone
500 W BIG BEAVER RD		OAKLAND	USA		

City	State	Zip	Cell Phone	Email
TROY	MI	48084		

Phone/Email

Type	Description
BU-Business Phone #1	248-524-3477

CARIOTI, ANTHONY (O-OTHER) (L-LAW ENFORCEMENT OFFICER) [TRCARIOTIA (162907)]

PE:	W.Type:	Last Name	First Name	Middle Name	Suffix	Mr/Mrs/Ms
		Carioti	Anthony			

Street Address	Apt #	County	Country	Home Phone	Work Phone
500 W BIG BEAVER RD		OAKLAND	USA		

City	State	Zip	Cell Phone	Email
TROY	MI	48084		

Phone/Email

Type	Description
BU-Business Phone #1	248-524-3477

Narrative:

CR No: 250036579-001 Written By: TRCARIOTIA (162907) Date: 11/26/2025 03:38 PM

Information: Directed Patrol Unit (DPU) Officers were conducting a liquor control compliance check at1660 John R (Bottle & Cork) when Decoy T.L entered the location and was able to purchase alcohol without showing identification.

Date/Time: 11/26/2025 at 12:30hrs

Venue: 1660 John R (Bottle & Cork), City of Troy, Oakland County, Michigan

Statement of Decoy TL: Decoy Tl stated he walked into the Bottle and Cock Liquor Store and selected a "Vibe Twisted Sips" from the display cooler on the south wall of the store. Decoy TL walked up to the counter and handed the Vibe to the clerk working the counter, Sana Alkasmikha. The clerk completed the transaction of $3.99 without asking for identification. Decoy TL then exited the store with the Vibe and $16.01 in change. A written statement was completed.

Officers Actions: Ofc. Venier entered the store and identified himself and a police officer. Made contact with the clerk Sana Alkasmikha and advised her of the violation. Sana did not wish to complete a written statement. Alkasmikha told Ofc. Venier that she thought the item was "juice" and that she always checks customers identification.

Ofc Venier took a photo of the cooler where the Vibe was located inside of the store as well as the Vibe drink. On the drink itself next to the "$3.99" price tag it says "12% Alcohol by volume"

Citation: Alkasmikha was issued a citation for furnishing/ sale to a person under 21. Alkasmikha was advised to contact the court within fourteen days. Citation# 25TR11521

Audio/ Video Request: I submitted a request for the audio/ video from my bodycam.

Case: All LCC paperwork was completed. The Vibe Twisted Sip was disposed of.

TROY POLICE DEPARTMENT.
00 W. Big Beaver · Troy, MI 48084
ORI # MI6378400

NARRATIVE REPORT
WITNESS STATEMENT

☐ SUPP ☐ CORR ☐ DELETE PAGE 1 OF 1

DATE	DAY	SHIFT	PLAT	BADGE 1	BADGE 2	INCIDENT STATUS	PRIM CLASS	YEAR	INCIDENT #
11/26/25	WED	04	1	100		☐ CLR ARREST ☐ UNF ☐ CLR EXCEPT ☐ INACT			25-36579

Name: T L [redacted] COT #215 (PLEASE PRINT) DOB: Home Phone:

Address: Business Phone:

City: State: Zip:

E-mail Address: Cell Phone:

Walked in and grabbed a vibe then walked up to the register. She read the total to me I gave her the $20, she gave the change and the drink then I walked back out. She had black mostly curly hair

X: [redacted] COT #215
(SIGNATURE)

Taken By: Carioti
(SIGNATURE)

Place: Scene Date: 11-26-25 Time: 1245

INVESTIGATING OFFICER(S)	REVIEWED BY	ASSIGNED TO / BADGE	ATTENTION TO

11-96 CLEMIS OPTIK

Viewed by giorgilj (TroyPD.evidence.com) on 23 Feb 2026

State of Michigan
Uniform Law Citation

Ticket No. **25TR11521** ☐ Victim Involved

US DOT #

Incident No. 250036579

Dept. No.

The People of: ☐ the State of Michigan
☐ Township ☒ City ☐ Village ☐ County

Local Use/Arrest No.

Detection Device

OF: TROY

BAC

1 of 1

THE UNDERSIGNED SAYS THAT ON:	Month	Day	Year	At approximately		Date of Birth	Month	Day	Year
	11	26	25	12:37	☐ A.M. ☒ P.M.				69

State		Driver License Number
MI	☒ Oper./Chauff. ☐ CDL	

Race	Sex	Height	Weight	Hair	Eyes	Occupation/Employer
W	F	5'05"	170		BROWN	

Name (First, Middle, Last) SANA ALKASMIKHA

Street

City State Zip Code

E-mail Address Cellular Phone

Vehicle Plate No.	Year	State	Vehicle Description (Year, Make, Color)	Veh. Type

THE PERSON NAMED ABOVE, in violation of ☒ Local Ordinance ☐ State Law ☐ Administrative Rule

UPON 1660 JOHN R

AT OR NEAR BOTTLE & CORK

WITHIN ☒ CITY ☐ VILLAGE ☐ TOWNSHIP OF TROY

COUNTY OF OAKLAND DID THE FOLLOWING

Type	MCL Cite/PACC Code/ Ordinance	Description (include any bond amount collected on each charge)	Charge No.
☒ C/I ☐ Warn ☐ Misd ☐ Fug ☐ Fel ☐ Waiv	☐ Authorization pend. 9300556	FURNISHING, SALE TO PERSONS UNDER 21 AND/OR FAILURE TO INQUIRE AS TO AGE DURING ENFORCEMENT ACTION	1
☐ C/I ☐ Warn ☐ Misd ☐ Fug ☐ Fel ☐ Waiv	☐ Authorization pend.		2
☐ C/I ☐ Warn ☐ Misd ☐ Fug ☐ Fel ☐ Waiv	☐ Authorization pend.		3

TO THE COURT: Do not arraign on a felony charge until an authorized complaint is filed.

Offense Code(s)
1 98.10.13 2 3

Key for Type: C/I=Civil Infraction Misd=Misdemeanor Fel=Felony Warn=Warning Fug=Fugitive Waiv=Violation for Which Fines/Costs May be Waived Authorization pend.=Authorization pending

Remarks: SEE REPORT 25-36579
CONTACT COURT WITHIN 14 DAYS

VIN:

CHECK IF APPROPRIATE ☐ Damage to Property ☐ Vehicle Impounded ☐ Injury ☐ Traffic Crash ☐ Death
Person in Active Military Service ☐ Yes ☒ No

☐ Local Court Bond $ _____
☐ License Posted in Lieu of Bond
☐ Appearance Certificate
☒ None

SEE DATE BELOW. SEE BACK OF CITATION FOR EXPLANATION AND INSTRUCTIONS
Appearance Date on or before **WITHIN 14 DAYS**
Hearing Date (if applicable) on _____ ☒ Contact Court
☐ Juvenile Traffic Misd. (Court will Notify) ☐ Formal Hearing Required. (Court will Notify)

In the 52ND DISTRICT COURT Court of TROY

Court Address & Phone Number **52ND DISTRICT COURT, 4TH DIVISION**
520 WEST BIG BEAVER ROAD
(248) 528-0400 TROY, MI 48084

☒ I served a copy of the civil infraction complaint upon the defendant (or owner/occupant by posting if applicable).
I declare under the penalties of perjury that the statements above are true to the best of my information, knowledge, and belief.

Complainant's Signature and receipt if applicable	Month	Day	Year
OFC. A. CARIOTI	11	26	25

Officer's Name (printed)	Officer's ID No.
OFC. A. CARIOTI	100

Agency ORI	Agency Name
MI- 6378400	TROY POLICE DEPARTMENT

Ticket 25TR11521 Name ALKASMIKHA, SANA Case No.

UC-01a, Rev. 3/21 **Payment: https://etickets.oakgov.com**
Mediation:

MLCC AIMS - Active/Escrow License Search

Violation #	Date Violation Occured	Status	Violation Description	Event/Decision
CV-00002601	11/4/1992	Closed	SELL TO MINOR (20) (TROY PD-WARREN)	2/12/1993 ACK TO COMMISSIONER LAGGIS4/15/1993 $200 OR 10 DAYS SUSP
CV-00050676		Closed		11/9/1999 PASSED CONTROLLED BUY OPERATION 11-06-99 INV ROSSITER & MADERA & X064
CV-00066518	11/15/2001	Closed	SALE TO MINOR (18): (LCC INV SZLATENYI/X099)	1/15/2002 LIC ACK - COMM STOREY2/1/2002 $500 OR 25 DAY SUSP. SEC.801(2)
CV-00074802		Closed		7/14/2003 Passed Controlled Buy operation 7-11-03(Epps,Rossiter/x-117).
CV-00076695		Closed		10/6/2003 PASSED CONTROLLED BUY OPERATION ON 10-04-03(SAULSBERRY,SLOAT/X-110).
CV-00094663		Closed		2/15/2006 PASSED CONTROLLED BUY OPERAION ON 2-11-06 (HARDAWAY & COSTELLO & X-145).
CV-00103280		Closed		9/11/2006 PASSED CONTROLLED BUY OPERATION ON 10-13-05 (TROY POLICE DEPARTMENT)
CV-00110575		Closed		2/21/2007 12-21-07 PASSED CONTROLLER BUY OPERATION (TROY POLICE DEPARTMENT)
CV-00117902		Closed		9/5/2007 05-03-07 PASSED CONTROLLED BUY OPERATION (TROY POLICE DEPARTMENT)
CV-00119915		Closed		11/19/2007 08-23-07 Passed controlled buy operation (TROY P.D.)

Violation #	Date Violation Occured	Status	Violation Description	Event/Decision
CV-00121016		Closed		12/28/2007 12-06-07 PASSED CONTROLLED BUY OPERATION (TROY POLICE DEPARTMENT)
CV-00123281		Closed		3/25/2008 PASSED CONTROL BUY OPERATION ON 2-21-08 (TROY P.D.)
CV-00126060		Closed		6/6/2008 PASSED CONTROL BUY OPERATION ON 5/29/08, INV JEFFERSON, INV HARDAWAY, X-170
CV-00126482		Closed		6/18/2008 PASSED CONTROLLED BUY OPERATION ON 05-21-08(TROY PD)
CV-00130823		Closed		12/26/2008 PASSED CONTROL BUY OPERATION ON 12/18/08, INV HARGROVE, INV JENSEN, X-175
CV-00131265		Closed		1/23/2009 PASSED CONTROLLED BUY OPERATION ON 12/30/08(CITY OF TROY POLICE DEPARTMENT)
CV-00137394		Closed		10/16/2009 PASSED CONTROLLED BUY OPERATION ON 10/2/08 (TROY P.D.)
CV-00137618		Closed		10/30/2009 PASSED CONTROLLED BUY OPERATION ON 5-7-07 (TROY P.D.)
CV-00139927		Closed		4/5/2010 PASSED CONTROLLED BUY OPERATION ON 10/28/09 (TROY POLICE DEPT)
CV-00139928		Closed		4/5/2010 PASSED CONTROLLED BUY OPERATION ON 12/17/09 (TROY POLICE DEPT)
CV-00142230		Closed		8/23/2010 PASSED CONTROLLED BUY OPERATION ON 7/19/10 (TROY POLICE DEPT)

Violation #	Date Violation Occured	Status	Violation Description	Event/Decision
CV-00148110		Closed		8/11/2011 PASS CONTROLLED BUY 8-11-11; INV. HARDAWAY; INV. SCOTT; DECOY X-199
CV-00150607	12/19/2011	Closed	NSF CHECK (2649.89)	2/23/2012 LIC ACK COMMISSIONER POBUR3/1/2012 $50 OR 3 DAYS SUSP.
CV-00158449	5/8/2013	Closed	SALE TO MINOR DECOY X-304 (19) : (LCC INV WEBSTER/CLERK FADI ESMET KABOTA/ID CHECKED)	7/29/2013 LIC ACK COMMISSIONERCLEMENTE8/20/2013 $500, $100 WAIVED FOR A TOTAL OF $400 OR 20 DAYS SUSP.
CV-00171254		Closed		4/7/2015 PASSED CONTROLLED BUY OPERATION ON 04-07-2015;TOMA;JENSEN;X-320
CV-00175931		Closed		1/21/2016 PASSED CONTROL BUY OPERATION ON 01-21-2016;ANDERSON-COOPER;WEBSTER;X-321;X-325;
CV-522539	11/26/2025	Pending		

AFFIDAVIT OF PUBLICATION, POSTING & MAILING

State of Michigan

County of Oakland

City of Troy

RE: CITY COUNCIL - LIQUOR VIOLATION HEARINGS

Day: Monday
Date: March 23, 2026
Time: 7:30 PM

I hereby certify that the attached notice was E-mailed to the Troy Times Newspaper on: March 9, 2026

For publication on: March 12, 2026

I further certify that the notices were mailed by first class mail by the Clerk's Office on: March 11, 2026

Cheryl A. Stewart

Cheryl A. Stewart
Deputy City Clerk

POSTED: March 9, 2026
PUBLISHED: March 12, 2026

CITY OF TROY
NOTICE OF LIQUOR VIOLATIONS
TROY CITY COUNCIL MEETING

A Public Hearing will be held by and before the Council of the City of Troy at City Hall, 500 W. Big Beaver, Troy, Michigan on Monday, March 23, 2026 at 7:30 p.m. and notice is given for the following 2025 Liquor Violations:

a) Licenses/DBA: Bottle & Cork Wine Shop LLC
Address: 1660 John R Rd. Troy 48083
License No: SDD-SDM (L-000011018/L-000018683)
SALE TO MINOR (Compliance Check) on November 26, 2025

M. Aileen Dickson, MMC, MiPMC3
City Clerk

POSTED: March 9, 2026
PUBLISHED: March 12, 2026

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

CITY OF TROY
NOTICE OF LIQUOR VIOLATIONS
TROY CITY COUNCIL MEETING

A Public Hearing will be held by and before the Council of the City of Troy at City Hall, 500 W. Big Beaver, Troy, Michigan on Monday, March 23, 2026 at 7:30 p.m. and notice is given for the following 2025 Liquor Violations:

a) Licenses/DBA: Bottle & Cork Wine Shop LLC
Address: 1660 John R Rd. Troy 48083
License No: SDD-SDM (L-000011018/L-000018683)
SALE TO MINOR (Compliance Test) on November 26, 2025

M. Aileen Dickson, MMC, MiPMC 3
City Clerk

POSTED: March 9, 2026
PUBLISHED: March 12, 2026

Published: Troy Times 03/12/2026

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

I.4.

Date: March 19, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Kelly Timm, City Assessor
Mark Adams, Economic Development Manager
Emily Frontera, Purchasing Manager
Chris Wilson, Assistant City Manager

Subject: Standard Purchasing Resolution 8: Best Value Award - Brownfield Consulting Services and Budget Amendment (Introduced by: Chris Wilson, Assistant City Manager)

History

The Troy City Council established a Brownfield Redevelopment Authority (BRA) in 1999. The Troy BRA helps to facilitate the redevelopment of Troy's Brownfield sites into productive uses that benefit the community. The Troy BRA accomplishes this through tax increment financing (TIF) reimbursement, a process by which the BRA capture the incremental real and personal tax revenues generated by a developer's project to pay for environmental cleanup, contamination prevention, and other eligible development costs.

There have been recent changes to the Brownfield program that includes grants/loans from EGLE and housing TIF reimbursements from MSHDA. The new programs require increased review and reporting requirements. The City of Troy is already fielding inquires from developers about pursuing these programs. The use of a Brownfield Consultant as a professional service is a standard practice in most communities with a BRA and will greatly assist the City in evaluating new workplans, accurately submitting required annual reports and auditing past agreements on an annual basis to confirm that commitments have been met.

Purchasing

On January 8, 2026, a bid opening was conducted and Requests for Qualifications and Proposals were received as required by City Charter and Code for Brownfield Consulting Services. The bid was posted on the MITN Purchasing Group website; www.bidnetdirect.com//city-of-troy-mi. 2864 firms were notified of this bid opportunity. Below is a summary of potential firms:

Companies notified via MITN	2864
Troy Companies notified via MITN	24
Troy Companies- Active email notification	24
Troy Companies- Active Free	0
Companies that viewed the bid	135
Troy Companies that viewed the bid	2

MITN *provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.*
Active MITN members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFOs and Quote opportunities within the City.
Active MITN *non-paying* members are responsible to monitor and check the MITN website for opprotunites with the City.
Inactive MITN member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.

- Three (3) proposals were received as detailed:

Fishbeck	Grand Rapids, MI
Fleis & VandenBrink	Grand Rapids, MI
AKT Peerless Environmental Services	Farmington, MI

- Qualifying conditions of the Consulting Firm were

  - Experience and knowledge of Brownfield review and reporting. Firms were required to show experience in conducting brownfield review, reporting and future development trends, as well as provide examples of comparable local government brownfield services.
  - Positive verifiable references for the Firm.
  - Qualifications of the Firm and personnel to perform work and manage contract as specified.
  - Work plan, methodology and time estimates to prepare and complete review/reporting services.
  - Overall response to the questionnaire and completeness of the Proposal.

- Scoring criteria was as follows:

  40% Proposal Score
  20% Price Score
  40% Interview Score

- Four (4) Committee Members reviewed and evaluated the proposals. The Committee Members were as follows:

  Chris Wilson, Assistant City Manager
  Mark Adams, Economic Development Manager
  Kelly Timm, City Assessor
  Dylan Clark, Former Senior Management Analyst

- Based on the Firm's qualifying conditions, scores for proposal and price, the top two (2) ranked Firms were interviewed by the Committee on Wednesday, February 11, 2026.

  Fishbeck
  AKT Peerless Environmental Services

- Based on the scoring criteria, the Committee unanimously recommends awarding a contract to the highest rated proposer *Fishbeck of Grand Rapids, MI*.
- Fishbeck has thirty years of experience and a wide-ranging background in brownfield redevelopment. Their experience includes working with local government, State agencies and developers on complex projects, environmental assessments and regulatory compliance.
- Fishbeck currently services 37 different Brownfield Redevelopment Authorities across the State in a variety of roles including creating policies, evaluation criteria, fee structures, tax increment financing and reimbursement tracking.
- Fishbeck is also directly involved in Michigan's Brownfield Redevelopment Program and has delivered Act 381-compliant reviews, reimbursement evaluations, and annual state reports.
- The bid tabulation of hourly rates and fees is attached.

Financial

Funding for this purchase was not originally budgeted in the Brownfield Redevelopment Authority Fund, therefore this will require a budget amendment in the amount of $10,000 to the Brownfield Redevelopment Authority Fund. Expenditures will be charged to account number 243.728.802.070 as services are needed and rendered.

Recommendation

City Management recommends awarding a contract to provide Brownfield Consulting Services for the City of Troy for two (2) years with an option to renew for two (2) additional years to the highest rated proposer, Fishbeck of Grand Rapids MI as a result of a best value evaluation process, at hourly rates and fee schedule as contained in the bid tabulation opened January 8, 2026; contract expiring March 31, 2030.

It is also recommended that City Council approve a budget amendment amount of $10,000 to the Brownfield Redevelopment Authority Fund account number 243.728.802.070 contingent upon approval by the Brownfield Redevelopment Authority Board.

Suggested Resolution:

BE IT RESOLVED, That Troy City Council hereby **AWARDS** a two (2) year contract to provide Brownfield Consulting Services with an option to renew for two (2) additional one-year terms to the highest rated proposer, Fishbeck of Grand Rapids, MI as a result of a best value process at the hourly rates and fee schedule as detailed in the Bid Tabulation dated January 8, 2026; a copy of which shall be **ATTACHED** to the original Minutes of this meeting; contract to expire March 31, 2030.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a budget amendment in the amount of $10,000 to the Brownfield Redevelopment Authority Fund contingent upon approval by the Brownfield Redevelopment Authority.

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

CITY OF TROY
BID TABULATION
BROWNFIELD CONSULTING SERVICES

VENDOR NAME:		Fishbeck	Fleis & VandenBrink	AKT Peerless Environmental Services,
CITY:		Grand Rapids, MI	Grand Rapids, MI	Farmington, MI
PROPOSAL: BROWNFIELD REVIEW AND REPORTING SERVICES				
PROPOSAL PRICING: REVIEW AND REPORTING				
Brownfield Workplan Review (per plan)		$2,000	$5,000 - $10,000	$4,500 - $10,000
Reimbursement Request Review (per request)		$6,000	$3,000 - $7,500	$4,500 - $10,000
Yearly Brownfield Reporting (per report)		$230	$6,500 (Approx.)	$800 - $1,200
PROPOSAL PRICING: HOURLY FEE SCHEDULE				
Position/Classification:		**Hourly Rate**	**Hourly Rate**	**Hourly Rate**
Senior Project Manager		$225	$205 - $220	$180
Project Manager		$175	$166 - $192	$140
Senior Environmental/Technical Specialist		$175	$116 - $166	In-kind for Act 381 technical advice
Environmental/Technical Specialist		$95	$89 -$116	$90
Additional Services:		**Hourly Rate**	**Hourly Rate**	**Hourly Rate**
Brownfield Financial Specialist		$115		
Administrative Support		$100	$78 - $112	
Reimburseables:		**Hourly Rate**	**Hourly Rate**	**Hourly Rate**
				AKT Peerless does not anticipate any reimbursable expenses for the scope of work outlined in the RFQP. If the scope of work changes, reimburable expenses may apply
How travel time is handled & invoiced:	Y or N	Y	Y	Y
Provided Scope of work; Fixed fee vs. Price range	Y or N	Y	Y	Y
Annual % Price Adjustment:		3.0%	3.0%	0.0%
REQUEST FOR PROPOSAL CONTENT:				
A. Cover Sheet	Y or N	Y	Y	Y
B. Organization Information	Y or N	Y	Y	Y
C. Experience Conducting Brownfield Review	Y or N	Y	Y	Y
D. Positive References	Y or N	Y	Y	Y
E. Qualifications of Personnel	Y or N	Y	Y	Y
F. Work Plan Proposed	Y or N	Y	Y	Y
G. Questionnaire Provided		Y	Y	Y
Request for Proposal Pricing:	Y or N	Y	Y	Y
Insurance can be met:	Y or N	Y	Y	Y
Can meet Indemnification Requirements:	Y or N	Y	Y	Y
Payment Terms:		Invoices are rendered monthly, and payment is due upon receipt	Not Specified	30 days after receipt by City
Exceptions:		None	Please reference the notes at the bottom of the indemnification clause.	None
Acknowledgement:	Y or N	Y	Y	Y
Forms	Y or N	Y	N	Y

ATTEST:
*(*Bid Opening conducted via a Zoom Meeting)*
Dylan Clark
Andrew Chambliss
Jackie Ahlstrom
Beth Zaccardelli

Emily Frontera
Purchasing Manager

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

I.5.

Date: March 19, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Kurt Bovensiep, Public Works Director
Mike Verstraete, Streets and Drains Operations Manager
Emily Frontera, Purchasing Manager

Subject: Contract Extension — Concrete Slab Replacement (Introduced by Mike Verstraete, Streets and Drains Operations Manager)

History

- The Streets and Drains Division is responsible for the maintenance on City of Troy concrete Major and Local Roads.
- This responsibility includes identifying and replacing sections of concrete roads.
- The Streets and Drains Division uses the Pavement Surface Evaluation Rating program (PASER) to identify the most deteriorated roads in the City of Troy.
- DiLisio Contracting has a long history as a slab replacement contractor with the City of Troy, dating back to the mid 2000's.
- On March 20, 2023, Troy City Council approved the one (1) year contract with an option to renew for two (2) additional years to the low total bidder, DiLisio Contracting, Inc. of Clinton Township, MI (Resolution #2023-03-048-J-4b)
- The approved pricing was 20% lower than the next low bidder.
- DiLisio Contracting, Inc. of Clinton Township, MI, continues to be an outstanding contractor that values the relationship with the City of Troy and has the city and Troy residents in its best interest.
- DiLisio Contracting, Inc. of Clinton Township, MI, is requesting an additional one (1) year extension with no increase to the current unit contract pricing.

Purchasing

A market survey was conducted by the Purchasing Department and it was determined that soliciting sealed bids for concrete slab replacement would not provide any added benefit to the City. DiLisio's 2023 pricing remains highly competitive and continues to be lower than current market rates, which have been affected by ongoing increases in fuel, labor costs and cement shortages. DiLisio has fulfilled all terms and conditions of ITB-COT 23-11, demonstrating high levels of workmanship, efficiency and professionalism.

Financial
Funds will be recommended in the Capital Budget for 2027. Expenditures will not exceed the budget totals.

Recommendation
City Management recommends, in the best interest of the City, awarding a one (1) year contract extension to DiLisio Contracting, Inc. of Clinton Township, MI, for the Concrete Slab Replacement Program, under the same pricing, terms and conditions of the original contract ITB-COT 23-11, at budgeted amounts as approved through the 2027 Capital Budget; contract to expire June 30, 2027; not to exceed budgetary limitations.

Suggested Resolution:
RESOLVED, That in the best interest of the City, Troy City Council hereby **AWARDS** a one (1) year contract extension to, DiLisio Construction Inc., of Clinton Township, MI, for the Concrete Slab Replacement Program at budgeted amounts as approved through the 2027 Capital Budget, under the same pricing, terms and conditions as detailed in the bid tabulation from the contract approved by City Council on March 20, 2023 (Resolution #2023-03-048-J-4b); a copy of which shall be **ATTACHED** to the original Minutes of this meeting; contract to expire June 30, 2027.

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

DiLisio CONTRACTING, INC.

23525 Lakepointe Drive, Clinton Township, Michigan, 48036 Phone 586.783.4044 Fax: 586.783.4058

February 18, 2026

Kurt Bovensiep
City of Troy
Department of Public Works
4693 Rochester Road
Troy, MI 48085

Re: City of Troy Concrete Slab Replacement Program 2023-2024

Dear Mr. Bovensiep,

DiLisio Contracting Inc. previously accepted the two contract extension provisions for the above-mentioned project and retained the unit prices from the 2023-2024 contract. In efforts to continue the partnership in achieving the city's infrastructure improvement needs, DiLisio Contracting Inc. is willing to accept the 2026-2027 contract with no increase on existing unit prices.

If you have any questions to not hesitate to call me at 586-405-4578

Respectfully yours,

Giuseppe D. Lia Digitally signed by Giuseppe D. Lia
DN: cn=Giuseppe D. Lia, o=DiLisio Contracting, Inc., ou, email=joe@dilisiocontracting.com, c=US
Date: 2026.02.19 10:37:49 -05'00'

Giuseppe D. Lia
Treasurer

mita Michigan Infrastructure & Transportation Association

MICHIGAN CONCRETE ASSOCIATION

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: March 13, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Kurt Bovensiep, Public Works Director
Zach Haapala, Streets and Drains Project Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2 – Award to Low Bidder Meeting Specifications- Concrete Slab Replacement for Local and Major Roads

History

- The Streets and Drains Division is responsible for the maintenance of 322 miles of local and major roads within the City.
- This responsibility includes identifying and replacing sections of concrete roads.
- The Streets and Drains Division uses the Pavement Surface Evaluation Rating program (PASER) to identify the most deteriorated roads in the City of Troy. Roads identified for slab replacement through fiscal year 2024 are in various sections.
- These areas include Industrial and Local roads.
- *DiLisio Contracting, Inc. of Clinton Township, MI* has been the City of Troy's Concrete Slab Replacement Contractor since 2014 providing quality work and has shown their willingness to maintain a positive work relationship with the City and has the City and Troy Residents in its best interest.
- *DiLisio Contracting, Inc.* was last awarded a one (1) year contract extension by City Council on February 14, 2022 (Resolution #2022-02-024).
- The approved pricing is 20% lower than the next low bidder.

Purchasing

- On March 9, 2023 a bid opening was conducted as required by City Charter/Code for a one (1) year Concrete Slab Replacement Program for the City of Troy with an option to renew for two (2) additional one-year periods as per all bid specifications.
- The bid was posted on the MITN Purchasing Group website: www.bidnetdirect.com//city-of-troy-mi.
- Two hundred eighty-two (282) vendors were notified via the MITN website. Four (4) bid responses were received. Below is a detailed summary of the vendor responses.

Companies notified via MITN	282
Troy Companies notified via MITN	7
Troy Companies - Active email Notification	7
Troy Companies - Active Free	0
Companies that viewed the bid	48
Troy Companies that viewed the bid	1

MITN *provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.*
Active MITN members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City.
Active MITN *non-paying* members are responsible to monitor and check the MITN website for opportunities to do business with the City.
Inactive MITN member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.

Purchasing (continued)

- Based upon the bid responses and as per the attached bid tabulation; it is in the City's best interest to award the bid to *the low bidder meeting specifications; DiLisio Contracting, Inc. of Clinton Township, MI*. The award is contingent upon contractors' submission of proper insurance certificates, and all other specified requirements.
- As detailed above in the History Section; *DiLisio Contracting, Inc*. has successfully provided the requirements of the City's Concrete Slab Replacement Program.

Financial

Funds are budgeted in the Streets Division Capital Accounts for the 2023 fiscal year and will be proposed in the 2024 Budget through the normal budget process. Expenditures will be charge to account numbers 401.447.479.7989.500 for major roads and 401.447.499.7989.500 for local roads. Expenditures will not exceed budget totals.

Recommendation

City Management recommends awarding a one (1) year contract with two (2) one-year optional renewals for Concrete Slab Replacement Program to *DiLisio Construction Inc., of Clinton Township, MI,* for an estimated total cost of $500,0000 for Major roads, $1,100,000 for Local roads and $1,500,000 for Industrial roads for fiscal year 2024, not to exceed budgetary limitations, at unit prices contained in the bid tabulation opened March 9, 2023. The award is contingent upon the contractor's submission of properly executed bid documents including insurance certificates, and all other specified requirements.

G:\Bid Award 22-23 Award Standard Purchasing Resolution 2 Concrete Slab Replacement ITB-COT 23-11.doc

	VENDOR NAME:	**DiLisio Contracting Inc.**	Great Lakes Contracting Solutions, LLC	Major Contracting Group, Inc.	Audia Concrete Construction, Inc.
	CITY:	**Clinton Twp., MI**	Waterford, MI	Detroit, MI	Milford, MI
	CHECK NUMBER:	50070246	2016526038	9200833894	37239044
	CHECK AMOUNT:	$5,000	$5,000	$5,000	$5,000
Proposal A: 2023-2024 Local Road Maintenance - Scattered Locations					
	DESCRIPTION	**EST. QTY. ONE YR.**	**UNIT PRICE** / **TOTAL**	**UNIT PRICE** / **TOTAL**	**UNIT PRICE** / **TOTAL**	**UNIT PRICE** / **TOTAL**
1	Remove and Replace with Concrete 10" Non-reinforced-	1,000 S.Y.	$50.00 / $50,000.00	$94.50 / $94,500.00	$110.00 / $110,000.00	$110.00 / $110,000.00
2	Remove and Replace with Concrete 9" Non-reinforced-	1,000 S.Y.	$50.00 / $50,000.00	$89.65 / $89,650.00	$108.00 / $108,000.00	$100.00 / $100,000.00
3	Remove and Replace with Concrete 8" Non-reinforced	1,000 S.Y.	$74.00 / $74,000.00	$84.60 / $84,600.00	$106.00 / $106,000.00	$97.00 / $97,000.00
4	Remove and Replace with Concrete 7" Non-reinforced	12,000 S.Y.	$75.59 / $907,080.00	$77.20 / $926,400.00	$104.00 / $1,248,000.00	$95.00 / $1,140,000.00
5	Remove and Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not specified)	100 S.F.	$8.00 / $800.00	$9.00 / $900.00	$20.00 / $2,000.00	$12.00 / $1,200.00
6	Remove and Replace with Concrete Sidewalk, 4" Non-reinforced (Locations not specified)	7,000 S.F.	$7.00 / $49,000.00	$7.95 / $55,650.00	$8.00 / $56,000.00	$11.00 / $77,000.00
7	Remove Concrete and replace with top soil and seed	300 S.F.	$4.00 / $1,200.00	$5.65 / $1,695.00	$7.00 / $2,100.00	$5.00 / $1,500.00
8	Structure Cover, (Adjustment)	75 EA.	$250.00 / $18,750.00	$575.00 / $43,125.00	$700.00 / $52,500.00	$1,000.00 / $75,000.00
9	Structure Cover, Adj, Add Depth (Reconstruction)	10 L.F.	$100.00 / $1,000.00	$250.00 / $2,500.00	$350.00 / $3,500.00	$200.00 / $2,000.00
10	Undercutting (undercut) per Ton to excavate and replace with 21AA Limestone, compacted in place if and where needed.	1,500 TON	$10.00 / $15,000.00	$49.70 / $74,550.00	$60.00 / $90,000.00	$50.00 / $75,000.00
11	Installation of 6" edge drain (Locations not specified)	100 TON	$12.00 / $1,200.00	$20.00 / $2,000.00	$30.00 / $3,000.00	$22.00 / $2,200.00
12	Remove and Replace Curb and Gutter. (Locations not specified)	200 L.F.	$25.00 / $5,000.00	$57.65 / $11,530.00	$50.00 / $10,000.00	$58.00 / $11,600.00
13	Install Handicap Ramps per MDOT R-28-J	5,000 S.F.	$10.00 / $50,000.00	$16.20 / $81,000.00	$14.00 / $70,000.00	$22.00 / $110,000.00
14	Full Depth Asphalt Removal	2,000 S.Y.	$1.00 / $2,000.00	$10.60 / $21,200.00	$8.00 / $16,000.00	$30.00 / $60,000.00
15	Asphalt Milling	2,000 S.Y.	$3.50 / $7,000.00	$6.65 / $13,300.00	$6.00 / $12,000.00	$20.00 / $40,000.00
16	Sidewalk Ramp, Retrofit, Modified	100 S.F.	$12.00 / $1,200.00	$22.00 / $2,200.00	$35.00 / $3,500.00	$32.00 / $3,200.00
17	Additional 21AA Limestone	200 TON	$10.00 / $2,000.00	$49.75 / $9,950.00	$56.00 / $11,200.00	$40.00 / $8,000.00
18	Fine Grading-labor, delivery and material	200 TON	$25.00 / $5,000.00	$46.50 / $9,300.00	$56.00 / $11,200.00	$60.00 / $12,000.00
19	Joint Sealing	2,000 L.F.	$1.00 / $2,000.00	$2.25 / $4,500.00	$2.00 / $4,000.00	$4.00 / $8,000.00
20	RCOC Permit	Lump Sum	$1,000.00 / $1,000.00	$1,000.00 / $1,000.00	$1,000.00 / $1,000.00	$1,000.00 / $1,000.00
21	Restoration	Included	Included	Included	Included	Included
22	Traffic Control	Included				
Estimated Total Cost – Proposal A			**$1,243,230.00**	**$1,529,550.00**	**$1,920,000.00**	**$1,934,700.00**

		VENDOR NAME:	**DiLisio Contracting Inc.**		Great Lakes Contracting Solutions, LLC		Major Contracting Group, Inc.		Audia Concrete Construction, Inc.	
		CITY:	**Clinton Twp., MI**		Waterford, MI		Detroit, MI		Milford, MI	
Proposal B: 2023-2024 Major Road Maintenance - Scattered Locations										
	DESCRIPTION	**EST. QTY. ONE YR.**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**
1	Remove and Replace with Concrete 10" Non-reinforced-	5,500 S.Y.	$77.64	$427,020.00	$97.30	$535,150.00	$118.00	$649,000.00	$112.00	$616,000.00
2	Remove and Replace with Concrete 9" Non-reinforced-	6,000 S.Y.	$76.64	$459,840.00	$90.75	$544,500.00	$112.00	$672,000.00	$102.00	$612,000.00
3	Remove and Replace with Concrete 8" Non-reinforced	200 S.Y.	$74.00	$14,800.00	$85.70	$17,140.00	$104.00	$20,800.00	$100.00	$20,000.00
4	Remove and Replace with Concrete 7" Non-reinforced	200 S.Y.	$73.00	$14,600.00	$78.50	$15,700.00	$102.00	$20,400.00	$98.00	$19,600.00
5	Remove and Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not specified)	200 S.F.	$8.00	$1,600.00	$9.00	$1,800.00	$20.00	$4,000.00	$13.00	$2,600.00
6	Remove and Replace with Concrete Sidewalk, -4" Non-reinforced (Locations not specified)	100 S.F.	$7.00	$700.00	$7.95	$795.00	$11.00	$1,100.00	$12.00	$1,200.00
7	Remove Concrete and replace with top soil and seed	100 S.F.	$4.00	$400.00	$5.75	$575.00	$8.00	$800.00	$6.00	$600.00
8	Structure Cover, (Adjustment)	20 EA.	$350.00	$7,000.00	$575.00	$11,500.00	$750.00	$15,000.00	$1,000.00	$20,000.00
9	Structure Cover, Adj, Add Depth (Reconstruction)	10 L.F.	$100.00	$1,000.00	$250.00	$2,500.00	$350.00	$3,500.00	$200.00	$2,000.00
10	Undercutting (undercut) per Ton to excavate and replace with 21AA Limestone, compacted in place if and where needed.	600 TON	$1.00	$600.00	$51.00	$30,600.00	$60.00	$36,000.00	$55.00	$33,000.00
11	Installation of 6" edge drain (Locations not specified)	100 L.F.	$12.00	$1,200.00	$20.00	$2,000.00	$30.00	$3,000.00	$22.00	$2,200.00
12	Remove and Replace Curb and Gutter. (Locations not specified)	100 L.F.	$25.00	$2,500.00	$58.95	$5,895.00	$60.00	$6,000.00	$60.00	$6,000.00
13	Install Handicap Ramps per MDOT R-28-J	500 S.F.	$10.00	$5,000.00	$17.00	$8,500.00	$14.00	$7,000.00	$25.00	$12,500.00
14	Sidewalk Ramp, Retrofit, Modified	100 S.F.	$12.00	$1,200.00	$22.00	$2,200.00	$35.00	$3,500.00	$32.00	$3,200.00
15	Full Depth Asphalt Removal	2,000 S.Y.	$1.00	$2,000.00	$10.56	$21,120.00	$8.00	$16,000.00	$30.00	$60,000.00
16	Asphalt Milling	2,000 S.Y.	$3.50	$7,000.00	$6.65	$13,300.00	$6.00	$12,000.00	$20.00	$40,000.00
17	Additional 21AA Limestone	200 TON	$1.00	$200.00	$49.75	$9,950.00	$56.00	$11,200.00	$40.00	$8,000.00
18	Fine Grading-labor, delivery and material	200 TON	$25.00	$5,000.00	$46.50	$9,300.00	$56.00	$11,200.00	$60.00	$12,000.00
19	Joint Sealing	2,000 L.F.	$1.00	$2,000.00	$2.25	$4,500.00	$2.00	$4,000.00	$4.00	$8,000.00
20	Restoration	Included	Included		Included		Included		Included	
21	Traffic Control	Included								
	Estimated Total Cost – Proposal B		**$953,660.00**		**$1,237,025.00**		**$1,496,500.00**		**$1,478,900.00**	
	Estimated Total Cost – Proposal A & B		**$2,196,890.00**		**$2,766,575.00**		**$3,416,500.00**		**$3,413,600.00**	
	Progress Payment Schedule:		Monthly		Every 2 weeks		30 Days		Payment every 30 days	
	Contact Information: Hours of Operation		8AM - 4PM		M-F 8AM - 5PM		Not Specified		7-5	
	24 Hr. Contact Phone No.		586-405-4578		248-838-8699		313-938-0573		313-350-0318	
	References	Y or N	Y		Y		Y		Y	
	Award: 100% Contract		Y		Y		Y		Y	
	Partial Contract: Proposal A									
	Proposal B									
	Insurance Met:	Y or N	Y		Y		Y		Y	
	Warranty:	Y or N	2 years		2 years		Not Specified		1 year	
	All or None Award:	Y or N	Y		Y		Y		N	
	Exceptions:	Y or N	None		None		None		If price of concrete increases beyond 7% per year, we would need to negotiate a new price. Permits or concrete testing not included in bid.	
	Acknowledgement:	Y or N	Y - needs 1 of 3 signatures		Y		Y		Y	
	Vendor Questionnaire:	Y or N	Y		Y		Y		Y	
	Forms:	Y or N	Y		Y		Y		Y	

Low Bidder Meeting Specifications

Attest:
*(*Bid Opening conducted via a Zoom Meeting)*
Zach Haapala
Jodi Kolakowski

Emily Frontera
Purchasing Manager

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

I.6.

Date: March 19, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Kyle Vieth, Controller
Josh Jones, Police Chief
Alex Bellak, Information Technology Director
Emily Frontera, Purchasing Manager
M. Aileen Dickson, City Clerk

Subject: Bid Waiver - Freedom of Information Act Request Management Software - City Clerk's Office and Police Department (Introduced by: Alex Bellak, Information Technology Director)

History

Freedom of Information Act (FOIA) requests are processed by the City Clerk's Office and the Police Records Section. The City Clerk is the designated FOIA Coordinator for the City, and the Police Records Supervisor is authorized to process requests as well. The Police Records Section handles FOIA requests for Police Department documents while the City Clerk's Office handles FOIA requests for documents from all other City departments. In total, the City of Troy processes approximately 1,500 FOIA requests each year.

The FOIA process involves multiple steps, including logging requests and responses, that must be completed within statutory timelines. The City Clerk's Office and the Police Records Section handle requests independently of each other, but share logs and work together on appeals.

The number of requests received by the City has increased by hundreds of requests each year, and the trend is expected to continue. Concerned about efficiency and the volume of work, City staff began investigating FOIA request management software. After reviewing demos from multiple vendors, including CivicPlus, staff visited the Sterling Heights City Clerk's Office to discuss their experience using CivicPlus - NextRequest. It's been determined that it is in the best interest of the City to purchase CivicPlus's NextRequest FOIA request management software.

NextRequest will provide separate portals on the City website for the Police Department and the City Clerk's Office FOIA requests. Requestors will be able to easily submit requests online. Each portal will log requests, allow for routing, and online payments, all within NextRequest. Other features include ADA compliance, unlimited file size transferring, and secure redaction tools. The City of Troy already has an agreement with CivicPlus for agenda software and recreation software, so this would be an addition to our CivicPlus agreement.

Purchasing
Per the evaluation conducted by the City Clerk's Office, Police Records Section, and IT Department for FOIA Request Management Software, it is determined to be in the City's best interest to waive the bid process and enter into a contract with CivicPlus of Manhattan, KS for NextRequest. Subscription pricing has been secured through CivicPlus as detailed in the attached proposal Q-117313-1. The subscription contains a Year 1 fee discount of $7,941.60 and ongoing annual renewals starting at $18,976 subject to a not to exceed 5% uplift charge for the first five years. The annual cost for the subscription software in Year 1 is $14,034.40.

Financial
Funds for the CivicPlus NextRequest software implementation and annual fee are available in the General Fund under the City Clerk's Office and Police Departments for the 2026 Fiscal Year. Expenditures will be charged to City Clerk Operating Supplies Computer Software Account Number 101.215.740.025 and Police Department IT Contractual Services General Account Number 101.301.11.334.802.070. Funding for future years will be approved through the annual budget process.

Recommendation
City Management recommends, in the best interest of the City, waiving the bidding process and requests authorization to enter into a contract with CivicPlus of Manhattan, KS for NextRequest software subscription with implementation as per the rates contained in the attached quote. City Management further requests authorization to renew the CivicPlus subscription on an ongoing basis as needed by the City Clerk's Office and Police Department.

Legal Review
This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.

Suggested Resolution:
RESOLVED, That in the best of interest of the City, Troy City Council hereby **WAIVES** the bid process and **APPROVES** a contract for the purchase and implementation of NextRequest, FOIA request management software, to *CivicPlus of Manhattan, KS*, for an estimated total amount of $14,034.40 for the first year, with annual recurring costs of $18,976.00, subject to the annual uplift fee not to exceed 5% for the first 5 years. Costs will be split between the City Clerk's Office and Police Department budgets.

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-117313-1
Date: 3/4/2026 8:21 AM
Expires On: 3/31/2026

Client:
City of Troy, MI

Bill To:
TROY CITY, MICHIGAN

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Josh Taylor	984-664-1626	josh.taylor@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	NextRequest Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -6,475.80
1.00	NextRequest Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -1,465.80

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	NextRequest PT Standard Implementation	Standard Implementation (Virtual Only): Admin Users: 1 Kickoff Call, 1 Admin Training. Staff Users have Access to a monthly webinar for general training and questions	USD 1,500.00
1.00	CivicPlus Payments Implementation Fee - NextRequest	CivicPlus Payments implementation fee to provision CivicPlus Payments for NextRequest	USD 0.00
1.00	NextRequest Standard Implementation	Standard Implementation (Virtual Only): Admin Users: 1 Kickoff Call, 1 Admin Training. Staff Users have Access to a monthly webinar for general training and questions	USD 1,500.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	NextRequest PT Standard Plan	NextRequest Standard Plan for local agencies; Unlimited Staff Users, Up to 10 Admin-Publisher Users, Up to 2TB Storage. Core Features: Review & Redaction Features, Payments, IT & Compliance Features	USD 14,788.00
1.00	CivicPlus Payments Platform - Merchant Fees (MFTCPA)	Per Tran .30 | ACH 1% | ACH Max $5 | ACH Reject $15 | CC 3% | AMEX 3.5% | Dispute $15	USD 0.00
1.00	NextRequest Additional Portal - Standard	NextRequest Additional Portal - Standard	USD 4,188.00

Total Investment - Initial Term	USD 14,034.40
Annual Recurring Services (Subject to Uplift)	USD 18,976.00

Initial Term	12 Months Beginning at Signing
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2 (Uplift will not exceed 5% per year for the first five years)

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-117313-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature	CivicPlus
By (please sign):	By (please sign):
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

500 West Big Beaver
Troy, MI 48084
troymi.gov

BOARD & COMMITTEE MINUTES COVER SHEET

J.2.a.

Board and Committee Minutes:

J.2.a. City Council Minutes-Draft - March 2, 2026

ATTACHMENT(S):
20260302

Senior Pastor David Huffstutler from First Baptist Church of Troy performed the Invocation. The Pledge of Allegiance to the Flag was given.

A. CALL TO ORDER:

A Regular Meeting of the Troy City Council was held on Monday, March 2, 2026, at City Hall, 500 W. Big Beaver Rd. Mayor Baker called the meeting to order at 7:32 PM.

B. ROLL CALL:

a) Mayor Ethan Baker
Annalisa Bluhm
Theresa Brooks
Rebecca A. Chamberlain
Hirak Chanda
Mark Gunn
David Hamilton

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C.1. No Certificates of Recognition and Special Presentations

D. CARRYOVER ITEMS:

D.1. No Carryover Items

E. PUBLIC HEARINGS:

E.1. Public Hearing to Transfer Community Development Block Grant (CDBG) PY 2024 Funds To The Boulan Park Inclusive Play Structure Project (Introduced by: Kurt Bovensiep, DPW Director and Courtney Flynn, Communications Director)

The Mayor opened the Public Hearing. The Mayor closed the Public Hearing after receiving no Public Comment.

Resolution #2026-03-034
Moved by Hamilton
Seconded by Gunn

WHEREAS, The City Council of the City of Troy, after conclusion of a Public Hearing on this date, March 2, 2026, has determined that we direct Oakland County to transfer Program Year (PY) 2024 unexpended funds of $67,949.00 to support the completion of the ongoing Boulan Park Inclusive Play Structure Project.

BE IT RESOLVED, That Troy City Council hereby **AUTHORIZES** City Administration to direct Oakland County to transfer funds from Program Year 2024 totaling $67,949.00 to the ongoing Boulan Park Inclusive Play Structure Project.

Yes: All-7
No: None

MOTION CARRIED

E.2. Public Hearing – Conditional Rezoning – Proposed Troy Trail North, East Side of Livernois and North of Big Beaver (PIN 88-20-22-101-034), Section 22, From R-1C (One-Family) District to RT (One-Family Attached) District (Introduced by Brent Savidant, Community Development Director)

The Mayor opened the Public Hearing. The Mayor closed the Public Hearing after receiving Public Comment from Mary Ellen Barden.

Resolution #2026-03-035
Moved by Chanda
Seconded by Chamberlain

WHEREAS, The City is in receipt of a proposed rezoning request from R-1C (One-Family Residential) District to RT (One-Family Residential) District; and,

WHEREAS, The subject property to be conditionally rezoned is located on the east side of Livernois, north of Big Beaver, PIN 88-20-22-101-034, being approximately 33.9 acres in size; and,

WHEREAS, The applicant voluntarily offered a number of conditions, as per Section 16.04.A.1 of the City of Troy Zoning Ordinance; and,

WHEREAS, The conditional rezoning was considered by the Planning Commission following a public hearing held on November 11, 2025; and,

WHEREAS, The Planning Commission, by a vote of 8-1, recommends approval of the conditional rezoning; and,

WHEREAS, The proposed conditional rezoning is supported by the Master Plan and advances the general and specific development policies of the Master Plan; and,

WHEREAS, The conditional rezoning would permit greater flexibility in use and development of the property; and,

WHEREAS, The conditions offered by the applicant reasonably protect the adjacent properties; and,

WHEREAS, The conditional rezoning would be compatible with surrounding zoning and land use; and,

WHEREAS, The proposed conditional rezoning meets the Standards for Rezoning Approval listed in

Section 16.04.C.3 of the City of Troy Zoning Ordinance;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the R-1C District to be conditionally rezoned to RT District.

BE IT FURTHER RESOLVED, City Council hereby **APPROVES** the Conditional Rezoning Agreement and related attachments.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the Mayor and City Clerk to sign the Conditional Rezoning Agreement on behalf of the City of Troy.

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

Yes: All-7
No: None

MOTION CARRIED

F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

G. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

H. POSTPONED ITEMS:

H.1. No Postponed Items

I. REGULAR BUSINESS:

I.1. Board and Committee Appointments: a) Mayoral Appointments - Global Troy Advisory Committee; b) City Council Appointments - Liquor Advisory Committee

a) Mayoral Appointments

Resolution #2026-03-036
Moved by Baker
Seconded by Brooks

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

Global Troy Advisory Committee
Appointed by Mayor
12 Regular Members
3 Year Term

Nominations to the Global Troy Advisory Committee:

Term Expires: 10/30/2028	**Lisa Neal**
	Term currently held by: Vacancy - MiVida Burrus resigned

Yes: All-7
No: None

MOTION CARRIED

b) City Council Appointments

Resolution #2026-03-037
Moved by Chanda
Seconded by Chamberlain

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

Liquor Advisory Committee
Appointed by Council
7 Regular Members
3 Year Term

Nominations to the Liquor Advisory Committee:

Term Expires: 1/31/2029	**Kelly Jones**
	Term currently held by: Kelly Jones

Yes: All-7
No: None

MOTION CARRIED

I.2. Board and Committee Nominations: a) Mayoral Nominations - None; b) City Council Nominations - Election Commission, Employees Retirement System Board of Trustees/Retiree Healthcare Benefits Plan & Trust

a) Mayoral Nominations: None

b) City Council Nominations:

Resolution #2026-03-038
Moved by Chanda
Seconded by Chamberlain

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

Election Commission
Appointed by Council
2 Regular Members and 1 Charter Member
1 Year Term

Nominations to the Election Commission:

Term Expires: 1/31/2027	**Stephen Sadlier**	**Democratic Party Recommendation**
	Term currently held by: Stephen Sadlier	
Term Expires: 1/31/2027	**Ray Watts**	**Republican Party Recommendation**
	Term currently held by: Ray Watts	

Yes: All-7
No: None

MOTION CARRIED

Resolution #2026-03-039
Moved by Chanda
Seconded by Bluhm

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

Employees Retirement System Board of Trustees / Retiree Health Care Benefits Plan and Trust
Appointed by Council
7 Regular Members and 2 Ordinance Members
3 Year Term

Nominations to the Employees Retirement System Board of Trustees / Retiree Health Care Benefits Plan and Trust:

Term Expires: 12/31/2028	**Mark Owczarzak**	**City of Troy Retiree**
	Term currently held by: Mark Owczarzak	

Yes: All-7
No: None

MOTION CARRIED

I.3. Request for Closed Session

Resolution #2026-03-040
Moved by Baker
Seconded by Gunn

RESOLVED, That Troy City Council **SHALL MEET** in Closed Session, as permitted by MCL 15.268(e) - pending litigation – *City of Troy v 5024 Rochester LLC*, Oakland County Circuit Court case number 2025-213609-CC.

Yes: All-7
No: None

MOTION CARRIED

I.4. Standard Purchasing Resolution 4: Sourcewell Cooperative Purchasing Contract – Upgraded SpeedAlert Radar Message Sign with Trailer - Troy Police Department and Budget Amendment (Introduced by: Joshua Jones, Chief of Police)

Resolution #2026-03-041
Moved by Bluhm
Seconded by Gunn

BE IT RESOLVED, That in the best interest of the City, Troy City Council hereby **AWARDS** a contract for the purchase of the SpeedAlert 24 Radar Message Sign with trailer and traffic data gathering equipment to *All Traffic Solutions Inc. of Chantilly, VA* per Sourcewell Cooperative Purchasing Contract #090122-ATS for an estimated cost of $18,584.17 as detailed in the attached Quote #Q-104673; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FINALLY RESOLVED, That Troy City Council **APPROVES** a budget amendment amount of $19,000.00 to the Police Department Capital Fund account number 401.301.12.315.978.010.

Yes: All-7
No: None

MOTION CARRIED

I.5. Bid Waiver for Digital Accessibility (WCAG 2.1, Level AA Compliance) Services (Introduced by: Courtney Flynn, Communications Director)

Resolution #2026-03-042
Moved by Baker
Seconded by Chanda

BE IT RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **APPROVES** a contract to *Common Threads Consultancy LLC of Berkley, MI* for Digital Accessibility Services and training for an estimated cost of $24,000, and **AUTHORIZES** the Troy Communications Director to execute the agreement, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: All-7
No: None

MOTION CARRIED

I.6. Standard Purchasing Resolution 2: Low Bidder Meeting Specifications- Boulan Park Improvements Phase 1 and 2 and Budget Amendment (Introduced by: Kurt Bovensiep, DPW Director)

Resolution #2026-03-043
Moved by Chamberlain
Seconded by Hamilton

RESOLVED, That Troy City Council hereby **AWARDS** a contract for the Boulan Park Improvements Phase 1 and 2 to *Best Asphalt of Romulus, MI* for an estimated total cost of $318,488.33, which includes the alternate bid to include the addition of stormwater drainage plus a 15% contingency for a total of $366,262, at prices contained in the bid tabulation dated February 12, 2026, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the expenditure of budgeted capital funds to *Anderson, Eckstein & Westrick, Inc. of Shelby Township, MI* for the Contract Administration Services for the Boulan Park Improvements Phase 1 and 2 in the amount of $77,300.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a budget amendment of $205,126.30 to the Capital Fund- Park Development- Land Improvements- Inclusive Park account 401.770.771.974.1000, as well as a budget amendment to the CDBG Fund Account 280.741.995.401 - Operating Transfers Out To Capital in the amount of $75,126.30.

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

Yes: All-7
No: None

MOTION CARRIED

I.7. 2026 City Council Meeting Schedule (Presented by: Frank Nastasi – City Manager)

Resolution #2026-03-044
Moved by Baker
Seconded by Chanda

RESOLVED, That Troy City Council **SHALL HOLD** a Special Meeting on the following date at 6:00 PM in the Council Board Room or as otherwise provided by the City Council Rules of Procedure:

Monday, July 27, 2026 Emergency Medical Services (EMS) Performance Evaluation

BE IT FINALLY RESOLVED, That Troy City Council **MAY RESCHEDULE** Regular Meetings and/or **SCHEDULE** additional Special Meetings in accordance with the City Charter and Michigan Open Meetings Act.

Yes: All-7
No: None

MOTION CARRIED

J. CONSENT AGENDA:

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

Resolution #2026-03-045-J-1a
Moved by Hamilton
Seconded by Chamberlain

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

Yes: All-7
No: None

MOTION CARRIED

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

J.2. Approval of City Council Minutes

Resolution #2026-03-045-J-2

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

J.2.a. City Council Minutes-Draft - February 23, 2026

J.3. Proposed City of Troy Proclamations: None Submitted

J.4. Standard Purchasing Resolutions:

J.4.a. Standard Purchasing Resolution 2: Award to Sole Bidder Meeting Specifications – Concrete Floor Refinishing Services

Resolution #2026-03-045-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** a contract to provide as-needed Concrete Floor Refinishing Services for two (2) years with three (3) one-year renewal options to the sole bidder meeting specifications, *Great Lakes Concrete Restoration LLC of Troy, MI,* at unit prices contained in the bid tabulation opened February 19, 2026; a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations; contract to expire June 30, 2031.

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

J.4.b. Standard Purchasing Resolution 8: Best Value Award – DDA and Civic Center Upgraded Landscape Maintenance

Resolution #2026-03-045-J-4b

RESOLVED, That Troy City Council hereby **AWARDS** a contract to provide DDA Upgraded Landscape Maintenance for three (3) years with two (2) one-year options to renew to *Green Meadows Lawnscape, Inc. of Rochester Hills, MI* for an estimated annual cost of $188,475 for Proposal A and $24,990 for Proposal B at unit prices contained in the bid tabulation opened February 12, 2026, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations; contract to expire December 31, 2030.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AWARDS** a contract to provide Civic Center Upgraded Landscape Maintenance for three (3) years with two (2) one-year options to renew to *Green Meadows Lawnscape Inc. of Rochester Hills, MI* for an annual estimated cost of $135,650

at unit prices contained in the bid tabulation opened February 12, 2026, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations; contract to expire December 31, 2030.

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

J.5. Traffic Signal Agreements – Rochester Road, Barclay to Trinway - Project No. 02.206.5

Resolution #2026-03-045-J-5

RESOLVED, That Troy City Council hereby **APPROVES** the attached traffic signal agreements with the Road Commission for Oakland County (RCOC) for the installation of traffic signals as part of the Rochester Road, Barclay to Trinway project at the following locations: Rochester Road (NB) at Shallowdale, Signal No. 640, and Rochester Road (SB) at Eckford, Signal No. 1641; and the Mayor and City Clerk are **AUTHORIZED TO EXECUTE** the agreements, copies of which shall be **ATTACHED** to the original Minutes of this meeting.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K.1. Announcement of Public Hearings:

K.1.a. Announcement of Public Hearing (March 23, 2026) – Conditional Rezoning – (JPCR2025-010) – Proposed Z Square Medical Office Building, North Side of Big Beaver, East Side of Frankton (PIN 88-20-22-358-028 & -029), Section 22, From R-1E (One-Family Residential) Zoning District to BB (Big Beaver) Zoning District

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

L. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

Mary Ellen Barden	Commented on zoning in north Troy

M. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

N. COUNCIL REFERRALS:

N.1. No Council Referrals Submitted

O. REPORTS:

O.1. Minutes – Boards and Committees: None Submitted

O.2. Department Reports:

O.2.a 2026 Advance Status Report

O.3. Letters of Appreciation: None Submitted

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

P. COUNCIL COMMENTS:

P.1. Council Comments

Council Member Gunn thanked City Staff for the presentation tonight on the new development.

Council Member Gunn congratulated the students of Troy Athens High School for raising $102,000 for an organization that supports families impacted by cancer.

Council Member Bluhm congratulated all the firefighters and thanked the organizers for the Firefighter Appreciation Banquet held this past weekend.

Council Member Bluhm commented on the items approved on tonight's agenda allowing for improved accessibility with the all-inclusive play structure and with readability of information on the City website.

Council Member Bluhm acknowledged the importance of first robotics programs in our schools and encouraged everyone to learn more about them.

Council Member Hamilton wished everyone a Happy St. Patrick's Day and stressed the importance of staying safe and don't drive under the influence.

Council Member Chamberlain reminisced that February 24th was the anniversary of her appointment to City Council. She said she continues to be grateful for our first responders in our community.

Mayor Pro Tem Chanda thanked City Staff for organizing the appreciation banquet to honor Troy's firefighters.

Mayor Pro Tem Chanda commented on the accomplishments of our highschoolers with the robotics

team and also raising money for charities. He said he is proud to see the idea of service among our next generation.

Mayor Pro Tem Chanda commented on the inclusive play structure at Boulan Park and sending the message that Troy is an inclusive City.

Q. PUBLIC COMMENT FOR ITEMS ON OR NOT ON THE AGENDA FROM MEMBERS OF THE PUBLIC OUTSIDE OF TROY (NOT RESIDENTS OF TROY AND NOT FROM TROY BUSINESSES):

The Meeting **RECESSED** at 9:05 PM.

The Meeting **RECONVENED** at 9:10 PM.

R. CLOSED SESSION

R.1. Closed Session

S. ADJOURNMENT

The Meeting **ADJOURNED** at 9:12 PM.

Mayor Ethan Baker

M. Aileen Dickson, MMC, MiPMC3
City Clerk

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM COVER SHEET

J.3.a.

Agenda Item:

J.3.a. Proclamation to Recognize Lt. Brandon Hall as the 2025 Firefighter of the Year

ATTACHMENT(S):
20260323 Proclamation to Recognize Lt. Hall Firefighter of 2025

PROCLAMATION TO RECOGNIZE
LT. BRANDON HALL
AS THE 2025 FIREFIGHTER OF THE YEAR

WHEREAS, **Lt. Brandon Hall** is a true pillar of the Troy Fire Department and Station 1, and has been for the nearly 17 years he has served as a firefighter. He is widely respected for his depth of knowledge, his professionalism, his reliability, and his unwavering commitment to both the department and the people within it, making him the ideal candidate for the 2025 Troy Firefighter of the Year Award; and

WHEREAS, **Lt. Hall** serves as an invaluable resource for the members of the Troy Fire Department, particularly regarding policies, procedures, and operational standards. His understanding of the technical demands of the fire service, along with Standard Operating Procedures, is exceptional. In the rare instance Lt. Hall does not have an immediate answer, he demonstrates humility and initiative by seeking it out, ensuring that the question is resolved; and

WHEREAS, **Lt. Hall** challenges those around him to improve through positive reinforcement, accountability, and constructive feedback. Lt. Hall takes a personal interest in the growth of others y mentoring and offering thoughtful, experience-based guidance. His mentorship strengthens not only individuals but the entire department. As Lt. Hall helps others grow, he too is committed to growing as a professional and an individual; and

WHEREAS, in 2025, **Lt. Hall** responded to over 185 calls, consistently ranking among Station 1's most active responders, year after year. His commitment to professional development is equally remarkable, having logged more than 440 hours of training in 2025. These numbers reflect more than attendance; they reflect commitment.

NOW THEREFORE, BE IT RESOLVED, That the Mayor and City Council congratulate **Lt. Brandon Hall** on being named the 2025 Troy Firefighter of the Year; and

BE IT FURTHER RESOLVED, That the Troy City Council and all of Troy's residents congratulate **Lt. Brandon Hall** for exuding the qualities of a dedicated leader and public servant.

Presented this 6th day of April 2026.

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM COVER SHEET

J.3.b.

Agenda Item:

J.3.b. Proclamation to Recognize Troy Baseball Boosters for 65 Years of Serving the Community

ATTACHMENT(S):
20260323 Proclamation to Recognize Troy Baseball Boosters

PROCLAMATION TO RECOGNIZE
TROY BASEBALL BOOSTERS
FOR 65 YEARS OF SERVING THE COMMUNITY

WHEREAS, in 1961 the **Troy Baseball Boosters** was created to help ensure area children had the chance to play baseball and learn the life lessons that come along with the sport; and

WHEREAS, over the last 65 years, enrollment in the local baseball program has ebbed and flowed, peaking at around 2,000 players. Currently, about 500 players participate across various age groups and competitive and non-competitive leagues. The leagues offered by the **Troy Baseball Boosters** include Tee-Ball League, Instructional League, Farm League, Rookie League, Minor League, Major League, Mustang League, Pony League, Colt League, and Bronco League; and

WHEREAS, the **Troy Baseball Boosters** has served as a cornerstone of our community by providing young athletes with opportunities to build confidence, learn teamwork, and develop discipline, all while having fun in a supportive environment. Children who have participated in the **Troy Baseball Boosters** program have learned sportsmanship, perseverance, and respect, all important qualities that can be carried into adulthood. Beyond the field, the **Troy Baseball Boosters** has brought families, neighbors, and volunteers together, creating lasting relationships and a shared sense of community pride; and

WHEREAS, much of the Troy Baseball Boosters' success is driven by the dedication of its volunteers. Their passion for teaching children the game of baseball has made a lasting impact on every young player who has participated in the program; and

NOW THEREFORE, BE IT RESOLVED, That the Mayor and City Council congratulate the **Troy Baseball Boosters** on serving the Troy community for 65 years**;** and

BE IT FURTHER RESOLVED, That the Troy City Council and all of Troy's residents thank the **Troy Baseball Boosters** for providing community-oriented youth sports programs that reflect the heart of our community.

Presented this 6th day of April 2026.

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.4.a.

Date: March 19, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Kurt Bovensiep, Public Works Director
Emily Frontera, Purchasing Manager
Mike Verstraete, Streets and Drains Operations Manager

Subject: Standard Purchasing Resolution 4: Sourcewell Cooperative Purchasing Contract – LED Street Light Replacement

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History

The City of Troy maintains 1,121 streetlights on major and industrial roads in Troy. Since 2014, the Streets and Drains Division has been purchasing LED streetlights to replace older, less efficient high-pressure sodium lamps and those that no longer function.

Troy City Council authorized a bid waiver for Michigan Lighting Systems East on December 15, 2014 (Resolution #2014-12-164-J-6).

Since then, LED streetlight upgrades have taken place on:

- The divided (boulevard) portion of Long Lake
- Rochester from Barclay to I-75
- Big Beaver from Golfview to Dequindre
- Coolidge from Golfview to Big Beaver and Cunningham to Jack
- Square Lake from Elmoor to Justine
- Crooks from South Boulevard to Long Lake
- Investment, Tower, Corporate and New King
- Brinston Park and Firefighter's Park
- Towncenter and Civic Center

In October 2025, Cree Lighting put its employees on furlough until further notice, causing the City to cancel its order with Cree and seek an alternate vendor.

After research and product testing, Signify North America LED streetlights were chosen to replace Cree LED streetlights.

Purchasing
Pricing to purchase the Signify North America replacement streetlights has been secured by *Lightspec Michigan, LLC. of Madison Heights, MI*, the manufacturers representative for Signify North America for an estimated total cost of $49,741.82 as per the attached detailed quote and as per Sourcewell Cooperative Purchasing Contract #041525-SINF.

City Council authorized participation in the Cooperative Purchasing Programs on November 17, 2025 (Resolution #2025-11-148-J-5).

Financial
Funds are budgeted and available in the Street Lighting Capital Fund for fiscal year 2026. Expenditures will be charged to account number 401.448.978.010 and associated Project Number 2026C0009.

Recommendation
City Management recommends awarding a contract for the purchase of Replacement LED Streetlights to L*ightspec Michigan, LLC. of Madison Heights, MI*, for an estimated cost of $49,741.82, as detailed in the attached quote as per the Sourcewell Cooperative Contract #041525-SINF; not to exceed budgetary limitations.

Suggested Resolution:
BE IT RESOLVED, That the Troy City Council hereby **AWARDS** a contract to *Lightspec Michigan, LLC of Madison Heights, MI* for the purchase of Replacement LED Streetlights for an estimated total cost of $49,741.82, at prices detailed and contained in the attached quote as per the Sourcewell Contract #041525-SINF, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

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MASTER AGREEMENT #041525
CATEGORY: Smart Infrastructure Solutions, Outdoor Sensors, and Related Products and Services
SUPPLIER: Signify North America Corporation

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Signify North America Corporation, 400 Crossing Blvd., Suite 600, Bridgewater, NJ 08807 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

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Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 22, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #041525) to Participating Entities. In-Scope solutions include:

   a) Outdoor sensors or advanced sensor-integrated luminaires intended for mounting on smart poles, capable of detecting, including but not limited to:
      i) Air quality parameters;
      ii) Lighting levels and energy usage;
      iii) Noise levels, including gunshot and anomaly detection;
      iv) Pedestrian and vehicle movement and presence; and,
      v) Weather conditions.

   b) Physical assets poles, and mounting structures to support connected smart infrastructure systems.

   c) Network components, gateways, controllers, communication modules, or specialized platform necessary for connectivity, remote control, monitoring, data collection, and management of smart poles and sensors.

   d) Integration or turnkey services directly related to a) – c) above, including deployment, integration as a service (IaaS), configuration, training, support, centralized data collection, and integration with existing smart city systems. Optional components may include Vehicle-to-Everything (V2X) capabilities for real-time communication with vehicles to enhance traffic flow, safety, and support autonomous systems.

   Sourcewell is seeking market-ready solutions for outdoor applications. Proposers may offer software development **ONLY** as a supplemental service that supports and enhances the proven, market-ready solutions.

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8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market process for scoping and pricing projects is included within its Proposal.

13) **Supplier Representations:**

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are compliant with the specific product specifications and with Supplier's warranty policy, copies of which can be found at https://www.signify.com/en-us/products and https://www.signify.com/en-us/support/warranties.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

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16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds, but only to the extent applicable and only to the extent that a Participating Entity expressly and exactly specifies to Supplier in a written notice and prior to any affected transactions concerning Included Solution(s) being consummated between Supplier and Participating Entity: (1) which federal regulations are applicable to such affected transactions ("Applicable Federal Regulations"); and (2) to which affected transactions will such Applicable Federal Regulations apply ("Affected Transactions"). The consummation of any Affected Transactions and the applicability of the Applicable Federal Regulations to Supplier shall require Supplier's prior, express and written agreement signed by a duly authorized signatory of Supplier, without which there shall be no obligation by Supplier to consummate any such Affected Transactions or to sell, supply or provide any Products to any Participating Entity on any such Affected Transactions:

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person

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employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains

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the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** Only to the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring

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solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** Only to the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** Only to the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

For the avoidance of doubt and although Supplier may consider and review certain purchase requests, Supplier makes no representations or warranties with respect to compliance of all Included Solution(s) with the Buy American Act and/or the Trade Agreements Act through this Master Agreement. Participating Entity shall expressly and exactly specify to Supplier in a written notice and prior to any affected transactions concerning Products being consummated between Supplier and Participating Entity: (1) which trade laws, such as, without limitation, the Buy American Act and/or the Trade

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Agreements Acts, are applicable to such affected transactions ("Applicable Trade Laws"); and (2) to which affected transactions will such Applicable Trade Laws apply ("Impacted Transactions"). The consummation of any Impacted Transactions and the applicability of the Applicable Trade Laws to Supplier shall require Supplier's prior, expressed and written agreement signed by a duly authorized signatory of Supplier, without which there shall be no obligation by Supplier to consummate any such Impacted Transactions or to sell, supply or provide any Products to Participating Entity on any such Impacted Transactions.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
    - Identify the applicable Sourcewell Agreement number;
    - Clearly specify the requested change;
    - Provide sufficient detail to justify the requested change;
    - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
    - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

    A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
    - Maintenance and management of this Agreement;
    - Timely response to all Sourcewell and Participating Entity inquiries; and
    - Participation in reviews with Sourcewell.

    Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

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administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement, and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

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remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell, and Sourcewell's consent shall not be unreasonably withheld, conditioned, or delayed. Sourcewell reserve the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to the agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third party claims, including reasonable attorneys' fees, actually incurred by Sourcewell to the extent caused by Supplier in the performance of this Agreement, provided that this indemnification obligation shall only be with respect to third party claims of damages or losses arising from or related to: 1) injury to or death of person(s) or property (excluding damage to any products purchased from Supplier); or 2) claims that the products or services

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provided by Supplier infringe a third party's intellectual property rights. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTIAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITITIVE OR EXEMPLARY DAMAGES OR LOSS OF PROFITS, REVENUES, OR USE. THE AGGREGATE LIABILTY OF SUPPLIER FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WILL IN NO CASE EXCEED THE GREATER OF (i) TWENTY (20) PERCENT OF THE PRICES PAID TO SUPPLIER FOR PRODUCTS OR SERVICES PURCHASED BY PARTICIPATING ENTITIES UNDER THIS AGREEMENT OR (ii) THE APPLICABLE GENERAL AGGREGATE LIABILITY LIMIT OF SUPPLIER'S COMMERCIAL INSURANCE POLICY AS REQUIRED HEREIN IN SECTION 22 (a) AT THE FOURTH BULLET POINT.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use only the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use the trademarks solely as provided by Supplier and used for performing the services of the Agreement in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell in strict accordance with Supplier's branding guidelines, available at https://www.brandportal.signify.com/.

   b) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos and all specific guidance provided in writing by the other Party.

      ii) Neither party may register any company name or domain name that includes the trademarks of the other party.

   c) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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d) **Non-Registration.** Parties are forbidden and shall not register any company name or domain names which include the other party's intellectual property, including trademark, trade dress, or any portion thereof.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
   - $1,500,000 each occurrence Bodily Injury and Property Damage
   - $1,500,000 Personal and Advertising Injury
   - $2,000,000 aggregate for products liability-completed operations
   - $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further

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provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell or Supplier may terminate this Agreement upon providing written notice of material breach to the other party. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the party receiving notice will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the other party's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such

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terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs. Supplier's Proposal includes the following terms which will apply, as mutually agreed upon, to the sale of Included Solutions to Participating Entities:

a) https://www.signify.com/en-us/support/warranties,
b) https://www.signify.com/global/conditions-of-commercial-sale/us-en,
c) https://www.signify.com/en-us/products,
d) d 20231012-terms-of-software-services-signify-version-3-2-october-2023.pdf,
e) https://www.signify.com/en-us/support/lifecycle-services, and
f) https://www.signify.com/global/legal/digital-terms

all of which can be found attached hereto or linked herein.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal as part of Supplier's standard terms and conditions of sale. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement, Supplier's standard form agreements may be offered as part of its Proposal, Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity and Supplier. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

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8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 9/26/2025 | 10:20 PM CDT

Signify North America Corporation

Signed by:
Maureen Bair
D4EEB887360C4F2...

By: _____

Maureen Bair

Title: Chief Financial Officer

Date: 9/25/2025 | 8:04 AM CDT

RFP 041525 - Smart Infrastructure Solutions, Outdoor Sensors, and Related Products and Services

Vendor Details

Company Name:	Signify North America Corporation
Does your company conduct business under any other name? If yes, please state:	Signify
Address:	400 Crossing Blvd Suite 600 Bridgewater, NJ 08807
Contact:	Cindy Malinchak
Email:	cindy.malinchak@signify.com
Phone:	848-702-8079
HST#:	04-3391805

Submission Details

Created On:	Tuesday February 25, 2025 08:33:46
Submitted On:	Tuesday April 15, 2025 12:17:53
Submitted By:	Rubens Costa
Email:	rubens.v.costa@signify.com
Transaction #:	2cc6530b-f25d-419d-91ec-c39b957b8f27
Submitter's IP Address:	147.243.189.22

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Signify North America Corporation	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Only Signify will execute a master agreement with Sourcewell. Certain business development activities may be supported by Signify sales agents (third parties). Signify also works with lighting distributors across the US and Canada who can process orders and store materials locally if desired by a Participating Entity. All applicable services will be performed by Signify.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Signify's CAGE Code is 49D59.	*
5	Provide your NAICS code applicable to Solutions proposed.	335121, Residential Electric Lighting Fixture Manufacturing 335122 (primary), Commercial, Industrial, and Institutional Electric Lighting Fixture Manufacturing 335129, Other Lighting Equipment Manufacturing 541519, Other Computer Related Services 541990, All Other Professional, Scientific, and Technical Services 561210, Facilities Support Services	
6	Proposer Physical Address:	400 Crossing Blvd, Suite 600; Bridgewater NJ 08807	*
7	Proposer website address (or addresses):	https://www.signify.com/en-us	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Alfonso Roldan Kerguelen, Chief Financial Officer 400 Crossing Blvd Suite 600 Bridgewater NJ 08807 alfonso.roldan@signify.com 973-651-7263	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Cindy Malinchak Systems & Services Sales Leader 848-702-8079 cindy.malinchak@signify.com	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tony Correia, Systems Sales Specialist; antone.correia@signify.com; 508-309-0291	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Signify is the global leader in LED and connected lighting. Founded as Philips in Eindhoven, the Netherlands, we've led the lighting industry with innovations that have served business, municipalities and consumers since 1891. In May 2016, we separated from Philips, and in 2018 we changed our name to Signify. This name points to the power of lighting to connect and convey new meanings in this digital age. Signify has led the global shift to energy-efficient LED lighting, carefully managing the transition of our manufacturing operations around the world. In the process, we achieved something few transitioning companies have done: we increased market share and reduced costs in our shrinking conventional business, generating cash to invest in new innovations. Today we sell more LED lighting and any other company and hold more than 19,500 LED patents. We go to market through more than 50 brands, the most famous of which remains Philips. From our very first lighting filaments in 1891 to the most advanced connected lighting systems of today, Signify is constantly seeking ways to develop and improve upon lighting, to increase its power and sustainability, and enhance a person's experience with light. Signify's commitment to research and product development has led to unprecedented innovation and positioned Signify as a world leader in technology. A company with a purpose We start with our purpose, to unlock the extraordinary potential of light for brighter lives and a better world. We achieve this through living our values, innovation, passion for sustainability and desire to transform people's lives. While we're committed to delivering high quality energy efficient light, we've also set ourselves ambitious sustainability targets to double our positive impact on the environment and society. Our sustainability efforts have been recognized through inclusion in the Dow Jones Sustainability Index for eight consecutive years, and a Platinum medal from EcoVadis, which places us in the top 1% of companies assessed. In parallel, through our Signify foundation, we support humanitarian initiatives such as providing solar-powered lighting for remote, off-grid communities to stimulate social and commercial activity. Continuous Innovation Signify continues to innovate in LED lighting and is leading the industry's expansion to lighting systems in both the professional and consumer markets. Our position as the industry leader in connected lighting, makes Signify the lighting company for the Internet of Things (IoT). Our connected lighting offerings bring light and the data they collect to devices, places and people, redefining what light can do and how people use it. More than just a manufacturer of lights, Signify offers a breadth of experience and expertise to support our customers' goals well into the future. Customers can count on Signify's Public Sector team, which has a broad knowledge of the local market and ecosystem, to act as a strategic partner and recommend the best suite of offerings for each part of a city. One of our core strengths is the ability to manage and coordinate large programmatic efforts in conjunction with municipalities, departments of transportation, community organizations and private companies. Signify's streetlighting and controls are the solution of choice for municipalities and utilities across the United States and around the world. We serve municipalities ranging from megacities to smaller towns and utilities, and we are the market leader in Smart City strategy and execution as ranked by Guidehouse.	*
12	What are your company's expectations in the event of an award?	In the event of an award, Signify would first expect to engage in discussions with Sourcewell to finalize a mutually beneficial Master Services Agreement. Once the agreement is in place, Signify would expect to be added to Sourcewell's website as an approved supplier, in such a way that interested customers can find information about our company and offerings when searching the website. We would expect the online listing to include a way for prospective customers to contact Signify to inquire about products and services and, if applicable, to request a project-specific quote. In addition, we anticipate that there will be many opportunities for Signify's sales team and agent partners to refer prospective customers to the Sourcewell program to simplify the procurement process for whichever products and services they may be considering through our marketing and selling efforts. Signify has a vast network of agents across the United States and Canada and will leverage this agent network to deploy the Sourcewell program.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Signify N.V. is a public company with limited liability incorporated under the laws of the Netherlands and listed on Euronext Amsterdam under the symbol "LIGHT". In 2024, we had sales of EUR 6.1 billion, approximately 29,000 employees and a presence in over 70 countries. As a public company, Signify's financial statements are audited and published annually on our website at: https://www.signify.com/global/our-company/investors. We've also included a copy of our 2024 Annual Report in the Supporting Documents section.	*
14	What is your US market share for the Solutions that you are proposing?	Signify's market share in the US is about 20%.	*

15	What is your Canadian market share for the Solutions that you are proposing?	Signify's market share in Canada is about 10%.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Signify is a manufacturer and service provider, with employees and facilities worldwide. In North America, our sales channels include: • Direct sales to end-users, including municipalities, departments of transportation, school districts and corporations • Indirect sales through our network of agents and distributors • Retail sales of consumer products through online and brick-and-mortar sellers Municipalities that choose to purchase Signify products or services through this Sourcewell program may choose to purchase directly from Signify or to utilize an approved third-party distributor.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The Signify quality management system is ISO 9001:2015 certified, covering all business activities. Our manufacturing sites are certified locally or via the Signify multi-site ISO 14001 and 45001 certifications. At the end of 2024, 95% of our manufacturing sites were ISO 14001 certified, and 90% were ISO 45001 certified; the remaining sites have procedures in place to foster compliance with local regulations and Signify policies.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Siginfy's recent awards and recognition include: • Zhaga Awards for best multifunction outdoor sensor in 2023, for the Philips Outdoor Multisensor (OMS) • Red Dot and IF Design awards for product design • Dow Jones Sustainability Indices World Index Member for 7 consecutive years • EcoVadis Platinum Medal, ranking in the top 1% for sustainability and CSR • CSP A-List Member for consecutive years, for leadership in environmental performance • Named to the "Clean 200" list of global corporations that put sustainability at the heard of their businesses	*
21	What percentage of your sales are to the governmental sector in the past three years?	Signify reports on our sales according to the following segments: Public, Office & Industry, Retail & Hospitality. The Public segment refers to sales into the public sector, predominantly municipal governments as well as public utilities. For the Genlyte business unit (North American business not including Cooper Lighting), 90% of our sales of outdoor connected lighting products have been to the public sector, representing tens of millions of dollars in sales.	*
22	What percentage of your sales are to the education sector in the past three years?	Signify reports on our sales according to the following segments: Public, Office & Industry, Retail & Hospitality. For the Genlyte business unit, we estimate that sales to schools make up about 30% of our total sales of indoor connected lighting.	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	At this time, Signify does not have any active Cooperative Purchasing Agreements. Our program with the New York Power Authority, however, is alternative example of a state-wide purchasing program that we have successfully deployed and managed. The Smart Street Lighting NY program was launched in early 2018 with an ambition to replace at least half of New York's more than 1 million streetlights with energy-efficient and sustainable alternatives. Through the program, NYPA provides financial, logistical, technical, and informational support to help cities upgrade their streetlighting to connected LED. Signify products and the Interact City IoT lighting software are available through this program, giving municipalities the option of leveraging the connected streetlighting system to deploy smart solutions citywide. Details about this program are provided in our supplemental document, "Smart Lighting Infrastructure and Smart City Capabilities, and the New York Power Authority is also one of our reference customers (Table 2B).	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Signify does not have any such contracts or arrangements in place at this time and has not sold directly to the U.S. Federal government in the past three years.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
New York Power Authority (described in attached proposal supplement)	Jesse Scott	(914) 390-8107	*
City of Mesa, AZ (described in attached proposal supplement)	Harry Meier	480-644-2952	*
Georgia Power	Scotty Burkes	678-800-3016	*
Delaware Valley Regional Planning Commission	Michael Fuller	814-880-7747	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	The Signify Public Sector sales and account management team is working with cities, states, utilities and transportation authorities across the country as they explore, pilot or initiate LED conversions and connectivity upgrades to their lighting systems. We work closely with staff, engineers and contractors to align our systems to the design standards and photometric requirements of the various lighting applications. One of our core strengths is the ability to manage and coordinate large programmatic efforts in conjunction with municipalities, departments of transportation, community organizations and private companies. In addition to our regionally based sales teams, we have a network of approved sales agents who extend the reach of Signify sales, service and support offerings across the United States and Canada. Signify will leverage this agent network and ensure effective communication, training, support, and monitoring of the Sourcewell program. Together with Sourcewell, we will define objectives and goals identifying ideal customers and presenting a compelling value proposition to help the participating entities address challenges with connected "smart" streetlighting, outdoor sensors and related services. Signify will provide training to our agents on the Sourcewell agreement value and positioning, establish a communication channel, provide ongoing support and monitor performance.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	In North America, Signify's sales channels include direct sales to end-users and indirect sales through our network of agents and distributors. Municipalities that choose to purchase Signify products or services through this Sourcewell program may choose to purchase directly from Signify or to utilize an approved third-party distributor. Signify will deploy the Sourcewell program to key distributors and implement clear communication, training, logistical planning, and ongoing support. By establishing robust processes, leveraging technology, and fostering strong relationships with distributors and Sourcewell members, we will facilitate effective ordering logistics and project support for all Participating Entities.	*

28	Service force.	Signify's US-based Services team supports our service contract customers in the United States and Canada. The team includes Field Service Engineers with an average of 10 years or more with Signify and various predecessor organizations and hold technical degrees. The Field Service Engineers are complimented by a 24/7/365 contact center as well as service dispatch group, allowing customers to request support and/or service as needed to meet their needs. Our US Services team is further supported by a global Customer Remote Operations Center, enabling around-the-clock remote monitoring and operations for customer sites under contract. Signify's Services organization is designed and staffed to provide world-class service to our most demanding customers.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Participating entities will be able to choose whether to order from Signify directly or to utilize a distributor. Signify envisions working with each customer to understand their needs and goals and to support them in selecting a custom package of products and services. We will, therefore, be able to support each customer through the ordering process. Upon agreement of the package of products and services, Signify will issue a quote to the Participating Entity, which may then issue a purchase order in their standard/preferred format. When ordering direct, customers typically submit their orders via email to systemserviceorders@signify.com.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Signify's US-based Services team supports our service contract customers in the United States and Canada. The team includes Field Service Engineers with an average of 10 years or more with Signify and various predecessor organizations and hold technical degrees. The Field Service Engineers are complimented by a 24/7/365 contact center as well as service dispatch group, allowing customers to request support and/or service as needed to meet their needs. Our US Services team is further supported by a global Customer Remote Operations Center, enabling around-the-clock remote monitoring and operations for customer sites under contract. Signify's Services organization is designed and staffed to provide world-class service to our most demanding customers. All of our Signify-manufactured products are covered by standard warranties. For customers of connected lighting systems such as Interact City, Signify also offers a robust program of Lifecycle Services packages for system maintenance and customer support. Lifecycle Services packages offer: - Preventative maintenance to support the early detection of failures before they impact the operation of the system - Corrective maintenance enabling quick problem analysis and professional advise for solving issues - Remote support and system optimization, assuring sustainable operation and system integrity over time - Online documentation including user manuals, troubleshooting guides and service reporting	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Signify looks forward to providing products and services to Sourcewell participating entities across the United States. Signify's streetlights and controls are the solution of choice for municipalities and utilities across the United States and around the world. We serve municipalities ranging from megacities to smaller towns and utilities, and we are the market leader in Smart City strategy and execution as ranked by Guidehouse.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Signify looks forward to providing products and services to Sourcewell participating entities across Canada. Signify's streetlights and controls are the solution of choice for municipalities and utilities across the United States and around the world. We serve municipalities ranging from megacities to smaller towns and utilities, and we are the market leader in Smart City strategy and execution as ranked by Guidehouse.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	With agents across North America, including in Alaska, Hawaii and in Canada, there are no geographic areas omitted from this proposed agreement.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Signify is not aware of any specific "account type" that would impede the ability of a Participating Entity to purchase and utilize Signify's solutions. We look forward to working with each interested Participating Entity to understand their requirements and propose a workable solution for them.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	With agents across North America, including in Alaska, Hawaii and in Canada, there are no geographic areas omitted from this proposed agreement.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. Signify looks forward to supporting Sourcewell participating entities regardless of their locations, provided we are able to confirm agreeable terms and ability to pay.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Signify Genlyte will promote this opportunity through both our direct marketing campaigns to cities, as well as through the marketing campaigns of our Agent sellers (partner companies who sell our products on their line cards.) The attached marketing collateral provides examples of our materials that promote the benefits and value of smart city technology associated with lighting infrastructure. These are used to educate city representatives and leaders, and are promoted directly and through our agent channel. In addition to digital outreach, Signify has frequent direct conversations with cities through one-on-one meetings as well as industry events. We would inform cities with whom we communicate about our participation and listing as a Sourcewell supplier and their opportunity to leverage the Sourcewell master contract if they are a subscriber. The representative marketing materials uploaded with our proposal are: • Interact City Brochure • Mesa, AZ Case Study • Sensor Ready Luminaires Brochure • Outdoor Multisensor Datasheet • Smart Cities Brochure	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The following are examples of how Signify leverages technology and digital data our marketing efforts. • Social media such as LinkedIn (https://www.linkedin.com/company/genlytesolutions/posts/?feedView=all). • Educational assessments and benefits calculators: https://smartcityassessment.signify.com/ • Webinars - Webinar: Behind the Scenes of a Smart City: Mesa, Arizona's Journey from Smart Street Lighting to Public Wi-Fi - TechConnect	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	A key piece of Sourcewell's role will be to ensure that your users can find Signify company and solution information on your website, including contact details to ensure interested customers may contact Signify for more information. Signify, in turn, will ensure that all of our sales representatives and agents are aware of the Sourcewell program so they may, when applicable, inform prospective customers about this agreement as a potential procurement channel for them.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We seek to make this process as simple and smooth as possible, including through the use of digital tools where applicable. Rather than offering commodities for sale on a website, however, Signify envisions working with each customer to understand their needs and goals and to support them in selecting a custom package of products and services.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training requirements will vary depending on which Signify offerings each customer chooses to purchase. Training is perhaps most applicable for customers who deploy our Interact City streetlight control system. Interact City is designed to be intuitive and user friendly, so that extensive formal training is not needed. Training can be conducted on site or remotely, and typically is completed in two half-day sessions. Training covers topics such as monitoring lights for faults and outages, fault finding and diagnosis, setting dimming schedules, tracking energy consumption, and retrieving reports about the lighting system. User training typically is delivered on the customer's live system. Once the system is deployed and the initial training has been completed, additional training can be provided either on site or by webinar. Signify also provides videos and tutorials to allow for ongoing or refresher training and to train new users. The Cloud-based Interact City user interface has within it an extensive contextual and hyperlinked Help system explaining every functionality with step-by-step instructions. In terms of ongoing maintenance, Signify products are covered by warranties, and customers may also choose to purchase a Lifecycle Services package that offers additional system monitoring, maintenance and user support. Service packages may be customized to meet each customer's needs, but typically would resemble the package described at https://www.signify.com/content/dam/signify/en-us/support/lifecycle-services/LCS_ServiceDescriptions_IACity_V1.pdf.	*

42	Describe any technological advances that your proposed solution(s) offer.	Signify is proud to be the first and currently the only lighting manufacturer to offer a full end-to-end Zd4i certified system: luminaires, controls, sensors and software. Zd4i certification is the global standard for Smart City deployments. Partnering with Signify will enable each city to expand its streetlight conversion and emerge into a locally inspired, innovative, equitable and collaborative Smart City vision. Over time, they will be able to expand upon the foundational implementation to introduce new sensors and use cases, all without altering or upgrading the foundational luminaire selection. New technologies related to IoT and public lighting continue to evolve through innovation, so the flexible, future-ready offerings from Signify support a city's ability to deploy applicable new technologies. Signify's system-ready luminaires contain digital drivers and onboard system-ready (SR) receptacles to help enable the addition of third-party SR-compatible sensors and applications. Signify's BrightSites offerings transform legacy street lighting infrastructure into a platform of scalable broadband connectivity. BrightSites is aimed at transforming outdoor lighting to facilitate a wide range of smart city use cases such as public Wi-Fi, traffic optimization, public safety, smart waste management, pollution monitoring and much more. The same platform enables data densification applications such as small cells, Wi-Fi, Fixed Wireless Access, CCTV cameras, and high-bandwidth sensors. The Connectivity Grid of the Future creates a backbone for the growing demand of Broadband and IoT initiatives that optimize city operations and improve quality of life for citizens. These topics are explored in more detail in section 2 of the attached document "Smart Lighting Infrastructure and Smart City Capabilities."	*
43	If applicable, describe how your solution(s) leverage artificial intelligence (AI) to enhance the functionality and efficiency of smart infrastructure.	Signify's Smart City solutions leverage AI and machine learning to better identify faults in monitored infrastructure, and our sensor uses algorithms in interpreting the data. Prospective customers may estimate their potential savings from implementing connected LED lighting by using our online calculator at: https://www.signify.com/en-us/sustainability/calculator. They may assess their "Smart City" readiness using our readiness tool: https://smartcityassessment.signify.com/ They also can visit Signify3D at 3dconfigurator.signify.com to visualize, customize and assemble poles & brackets.	*
44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Signify has set ambitious sustainability targets to double our positive impact on the environment and society. Our sustainability efforts have been recognized through inclusion in the Dow Jones Sustainability Index for eight consecutive years, and a Platinum medal from EcoVadis, which places us in the top 1% of companies assessed. For customers who choose to implement Interact City, reports in that system provide an overview of energy consumption, so users gain insight into their costs and carbon footprint. Detailed information about Interact City is provided in section 2.5 of the attached document "Smart Lighting Infrastructure and Smart City Capabilities." Customers who choose to install Signify's Outdoor Multisensor may use its multiple sensing modalities to, for example, identify "heat islands" and use this data to determine where to plant trees or open paths for wind flow. Detailed information about this sensor is provided in section 2.6 of "Smart Lighting Infrastructure and Smart City Capabilities."	*
45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Signify has set ambitious sustainability targets to double our positive impact on the environment and society. Third-party recognition has included: • Dow Jones Sustainability Indices World Index Member for 7 consecutive years • EcoVadis Platinum Medal, ranking in the top 1% for sustainability and CSR • CSP A-List Member for consecutive years, for leadership in environmental performance • Named to the "Clean 200" list of global corporations that put sustainability at the heard of their businesses Prospective customers may estimate their potential savings from implementing connected LED lighting by using our online calculator at: https://www.signify.com/en-us/sustainability/calculator.	*

46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Lighting is critical infrastructure, and its security and performance is paramount. As the world leader in lighting, Signify's comprehensive offerings and core business focus on lighting will benefit each participating entity in the delivery of the most proven, reliable, and secure system. We turn light sources into points of data to connect more devices, places and people through light, contributing to a safer, more productive and smarter world. Our lighting products, systems and services make both indoor and outdoor spaces safer and more comfortable, cities more livable and the world more sustainable. Signify can drive unprecedented value by helping our customers to define and implement their connected city journey. Municipalities rely on the complete streetlight system to ensure the safety and improve the wellbeing of their citizens. Signify's offerings include a comprehensive system of LED streetlights, drivers, control nodes, sensors, and software. Each participating entity can rely on Signify's Public Sector team, which has a broad knowledge of the local market and ecosystem, to act as a strategic partner and recommend the best suite of offerings for each area and neighborhood. One of the core strengths of Signify is the ability to manage and coordinate large programmatic efforts. Whether it is working with a large utility like Georgia Power for their statewide control roll out or with New York Power Authority on a statewide smart streetlight deployment, the Signify team has played a key strategic role in implementing and servicing the customer. As a comprehensive lighting system provider, with expertise across LED luminaires, drivers, nodes, software, and sensors, we offer unique understanding of how these components optimally work together. Signify has the in-house capacity to ensure your success. Our connected streetlight offering has proven its reliability and performance across thousands of customer projects globally with millions of streetlights connected. Signify is proud to be the first and currently the only lighting manufacturer to offer a full end-to-end Zd4i certified system: luminaires, controls, sensors and software. Zd4i certification is the global standard for Smart City deployments. Partnering with Signify will enable each customer to expand the streetlight conversion into a locally inspired, innovative, equitable and collaborative Smart City vision. Over time, they will be able to expand upon the foundational implementation to introduce new sensors and use cases, all without altering or upgrading the foundational luminaire selection. From the early stages of working with customers to incorporate lighting controls, to developing strategies for Smart City deployments, our vast team across multiple brands represents a wealth of knowledge unsurpassed in the industry. Ranked as #1 Smart Street Light Provider by Guidehouse Insights year over year, Signify has upheld the promise to bring forth the most reliable and innovative offerings to our customers. Our customers drive our innovation. The Voice of Customer is one of our most precious tools in decision-making around new offerings. This customer-first focus has moved us to continual improvements to ensure that as an organization we are doing all within our capabilities to serve our customers. Signify's streetlighting and controls are the solution of choice for municipalities and utilities across the United States and around the world. We serve municipalities ranging from megacities to smaller towns and utilities, and we are the market leader in Smart City strategy and execution as ranked by Guidehouse.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
47	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	For Participating Entities that require WMBE or SBE utilization, Signify would be happy to discuss working with a local agent or distributor who meets such criteria.	*
48		Minority Business Enterprise (MBE)	○ Yes ◉ No	N/A	*
49		Women Business Enterprise (WBE)	○ Yes ◉ No	N/A	*
50		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	N/A	*
51		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	N/A	*
52		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	N/A	*
53		Small Business Enterprise (SBE)	○ Yes ◉ No	N/A	*
54		Small Disadvantaged Business (SDB)	○ Yes ◉ No	N/A	*
55		Women-Owned Small Business (WOSB)	○ Yes ◉ No	N/A	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
56	Describe your payment terms and accepted payment methods.	Signify's standard payment terms are Net 30 from material shipment; FOB Origin. Signify accepts payment by check, ACH transfer, and wire transfer	*
57	Describe any leasing or financing options available for use by educational or governmental entities.	Signify has a global finance arm that can offer financing for large projects. We will be happy to discuss possible financing with interested Participating Entities.	*
58	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Signify seeks to make this process as simple and smooth as possible, without requiring significant paperwork from customers. We will work with each Participating Entity to understand their needs and goals and to support them in selecting a custom package of products and services, for which we will then issue a quotation. The Participating Entity may use that quotation to issue a purchase order to Signify.	*
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No, Signify does not accept the P-card procurement and payment process.	*

60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Signify will offer Participating Entities a 5% discount off the then-current list price of the products they choose to purchase. Signify regularly reviews product pricing to ensure that we remain competitive against other manufacturers in the market, and also may be able to offer even more favorable pricing for projects with high volume of products on the order. Our catalog of outdoor lighting products is vast and highly customizable, making a list of SKUs impractical to include in this context. However, the document we have attached titled “Smart Lighting Infrastructure and Smart City Capabilities” describes the product types and brand names from which Participating Entities may choose, depending on their needs.	*
61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Signify will offer Participating Entities a 5% discount off the then-current list price of the products they choose to purchase. Quoted pricing will be gross of any additional distributor markup, where applicable.	*
62	Describe any quantity or volume discounts or rebate programs that you offer.	Signify regularly reviews product pricing to ensure competitive alignment in the market, and also may be able to offer even more favorable pricing for projects with high volume of products on the order. The available volume discounts and rebates will vary based on customer needs and project scope; Signify will clarify all of the applicable details with each Participating Entity prior to issuing a quotation.	*
63	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Signify intends to work with each Participating Entity to customize a package of products and services that align with their needs. Each customer will receive one or more quotes from Signify detailing the prices of each item needed for each project; a quote could include items outside of those described in this proposal (i.e. “non-contracted items”).	*
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Product installation is not included in Signify’s offer and is not performed by Signify. If a Participating Entity chooses to purchase BrightSites broadband luminaires and use them to provide public WiFi, a local ISP would need to provide the access point and run the WiFi network.	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All prices quoted will include standard shipping, FOB Origin, to the contiguous U.S. states. Signify reserves the right to apply shipping surcharges due to force majeure or on orders less than $3,000. For locations outside the contiguous United States, the shipping charge will be based on the actual cost to ship. Customer-specific delivery issues or requirements will be reviewed at time of order to ensure clarity for the Participating Entity.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For locations outside the contiguous United States, the shipping charge will be based on the actual cost to ship.	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	All prices quoted will include standard shipping to the contiguous U.S. states. Signify works with lighting distributors across the US and Canada who can process orders and store materials locally if desired by a Participating Entity.	*
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Signify will implement internal processes to ensure that the accounts of Participating Entities are tagged as such in our Customer Relationship Management tool. This will ensure that we can report on program activity and that associated product quotations include the program discount.	*
69	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Sales volume will be a key metric of success. Signify will implement internal processes to ensure that the accounts of Participating Entities are tagged as such in our Customer Relationship Management tool. This will ensure that we can report on program activity and sales volumes.	*
70	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Signify will pay to Sourcewell an Administration Fee of 0.75% of all applicable orders.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
71	The pricing offered is consistent with standard market pricing typically offered to individual municipalities, universities, or school districts.	Signify regularly reviews product pricing to ensure competitive alignment in the market.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Tables 7A through 7E)

Line Item	Question	Response *	
72	Provide a detailed description of all the solutions offered, including used solutions if applicable, offered in the proposal.	Signify's smart infrastructure offerings are described and illustrated in detail in our attached document "Smart Lighting Infrastructure and Smart City Capabilities." They include LED streetlights, architectural lighting, broadband-enabled streetlights, Interact City streetlight control software, and environmental sensors that can be attached to the streetlights. By selecting from among these offerings, a municipality may leverage existing infrastructure to pursue the "Smart City" journey that is right for their residents, visitors and businesses. Partnering with Signify will enable each customer to expand the streetlight conversion into a locally inspired, innovative, equitable and collaborative Smart City vision. Over time, they will be able to expand upon the foundational implementation to introduce new sensors and use cases, all without altering or upgrading the foundational luminaire selection. From the early stages of working with customers to incorporate lighting controls, to developing strategies for Smart City deployments, our vast team across multiple brands represents a wealth of knowledge unsurpassed in the industry. Ranked as #1 Smart Street Light Provider by Guidehouse Insights year over year, Signify has upheld the promise to bring forth the most reliable and innovative offerings to our customers.	*
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Titles/key words that best describe our products and services include: • Streetlight • Luminaire • Smart city • Connected streetlights • Outdoor environmental sensors • Zhaga D4i streetlights • Streetlight poles and brackets • Broadband luminaires	*
74	Describe how your solutions ensure data privacy, security, and compliance.	IT security is central to Interact City, and the system is designed to maintain confidentiality, integrity, and availability of your data. Interact City meets the latest IT security standards and delivers on the promise of complete system security by establishing a set of cybersecurity strategies for data governance and privacy. These strategies apply to account management, updating web servers, monitoring data traffic, and identifying threat situations. They protect the system while accounting for dedicated failover and disaster recovery contingencies. Signify has aligned our security policies and processes with global standards, such as ISO/IEC Information Security Management Systems, and we are the first lighting company to be certified to IEC 62443-4-1. Details of our Interact City security measures are enclosed as "Interact City Security." Additional information about data privacy with Signify is available at https://www.signify.com/en-us/privacy-notice.	*
75	Describe how your solutions ensure interoperability with existing systems and future upgrades.	Signify's streetlight fixtures use industry-standard NEMA and Zhaga connections. Our Interact City nodes, for turning streetlights into a connected system, connect to any luminaire with a NEMA socket, even if not manufactured by Signify. Interact City may be integrated with other systems via a suite of Interact application programming interfaces (APIs), allowing customers to move lighting data into other public works applications as needed. Interact City is TALQ Gateway certified and FIWARE certified. New "Smart City" applications can be enabled through a variety of sensors embedded in the connected lighting infrastructure. Through its software-as-a-service (SaaS) model, Interact City can adapt and grow, ensuring that the city will always have access to the newest capabilities and system features as they emerge. Programming of API calls with third-party CMS, smart city dashboards, data, software services and/or applications is the responsibility of the customer. The Interact Developer Portal (https://www.developer.interact-lighting.com/) offers software developers a way to learn about Interact APIs, try them out in a "sandbox" environment, and create app credentials to be used for cloud-based app development. Through the APIs, Interact City provides the following benefits: • Flexible integration with existing management systems • Synchronized information between lighting and third-party systems or dashboards • Fully automated synchronization through web-based interfaces • Provide ready-to-deploy packaged standardized API interfaces such as: • Fault notification to third-party system • Asset information on demand – third-party system can query streetlighting management system to retrieve detailed asset information • Asset information streaming – Changes in asset data are synchronized in a streaming API • Energy data streaming - Daily energy values per asset are available in a streaming API • All the urban sensor data will also be available in the Interact Developer portal	*

Table 7B: Outdoor Sensors or Advanced Sensor-Integrated Luminaires

Using the comments text box, answer the questions below if your proposal is offering **Outdoor Sensors or Advanced Sensor-Integrated Luminaires.**

☐ We will not be submitting for Table 7B: Outdoor Sensors or Advanced Sensor-Integrated Luminaires

Line Item	Category or Type	Comments *	
76	Describe what communication protocols (e.g., API, DALI) are supported by your solution(s) to ensure compatibility with different systems.	The Interact City Cellular node is DALI Zd4i certified. Zhaga-D4i is a standardized smart interface between LED outdoor luminaires, sensors and communication nodes. Its plug-and-play interoperability enables seamless IoT connectivity, and Zd4i drivers allow for an easy exchange of different IoT nodes or sensors on luminaires.	*
77	Describe what transmission methods (e.g., wired, wireless) the sensors use, and how they ensure reliable communication.	The OMS is designed for ZD4i-certified streetlighting luminaires that have a bottom Zhaga Book 18 compliant push-and-twist lock interface (a.k.a. ZHAGA/SR socket). It is powered via the ZHAGA/SR socket by a compatible SR/D4i LED driver and shall be mounted on the bottom side of a luminaire. The OMS can operate standalone or in connected mode with Interact City CMS. A connected deployment is achieved by the combination of the OMS and a Philips D4i certificated cellular node (mounted on the top NEMA socket). The OMS contains a local radio mesh module that allows it to locally communicate with other neighboring Outdoor Multisensors. Using the Philips Multisensor Mobile App, the OMS can be grouped. Grouping can be used to light up an area or road ahead in case one of the devices detects motion. An OMS can be part of multiple groups, which allows to adapt the light over several groups (for example, to light up both sides of an intersection for pedestrians, or to light up the entire street when motion at the entrance is triggered).	*
78	If applicable, describe how your proposed solution(s) ensure Zhaga compliance for the integration of LED modules, sensors, or communication devices to facilitate easy upgrades and interoperability.	The digital revolution and the Internet of Things present exciting opportunities for cities to benefit from future innovations in connectivity. But advances in technology happen so quickly, it can be difficult to decide when to opt in. D4i and Zhaga-D4i are industry standards for outdoor luminaires defining the mechanical, electrical and communication interfaces between the LED Driver, control node and sensor. Signify adheres to the latest ICT/IoT and Outdoor Street Light Luminaire standards. The standardization body, Digital Illumination Interface Alliance (DiiA), releases D4i standard for Interoperability of lighting related components for intelligent, IoT-ready luminaires and sensors. Our luminaires, drivers, control nodes and sensors are designed with the D4i standard. Meeting the D4i standard ensures that the connected LED streetlight and Interact City management system can connect to D4i certified sensors from Signify or other manufacturers in the sensor ecosystem. An example benefit is being able to both enable local adaptive lighting, such as dimming an LED when motion is detected by a sensor, as well as central management of the sensor by the lighting management system. Signify is proud to be the first and currently the only lighting manufacturer to offer a full end-to-end D4i certified system: luminaires, controls, sensors and software. D4i certification is the global standard for Smart City deployments. Partnering with Signify will enable customers to expand the streetlight conversion and emerge into the locally inspired, innovative, equitable and collaborative Smart City vision that the municipality imagines. Over time, you will be able to expand upon the foundational implementation to introduce new sensors and use cases in the City, all without altering or upgrading the foundational luminaire selection. Signify's Zhaga-D4i certified luminaires give customers a future-ready foundation that you can build on whenever your city is ready to opt into new advances in technology. It is designed to work with industry recognized LED drivers, controllers and sensors that have the potential to increase energy efficiency and collect different types of data. Zhaga-D4i is a standardized smart interface between LED outdoor luminaires, sensors and communication nodes. Its plug-and-play interoperability enables seamless IoT connectivity, and D4i drivers allow for an easy exchange of different IoT nodes or sensors on luminaires. Zhaga-D4i luminaires are: - Future ready: you can upgrade your luminaire with communication and sensor nodes now or later, giving you full flexibility and scalability. - Easy to install and maintain. You can install the nodes and sensors quickly and easily by twisting and locking onto the luminaires and through plug-and-play technology. - Aesthetically pleasing they fit seamlessly into your urban landscape. - Standardized: you can connect nodes and sensors from different suppliers.	*

Table 7C: Physical Assets, Poles, and Mounting Structures

Using the comments text box, answer the questions below if your proposal is offering **Physical Assets, Poles, and Mounting Structures.**

☐ We will not be submitting for Table 7C: Physical Assets, Poles, and Mounting Structures

Line Item	Category or Type	Comments *
79	Describe how your solution(s) ensure the durability and adaptability of mounting structures in varying environmental conditions.	Signify's light pole and bracket offerings are designed and tested to ensure quality and durability. We have well-established quality assurance process that test for environmental conditions such as heat, cold and strength. Our products and solutions are deployed globally in different climates, including colder locations such as Ontario and hot locations such as Arizona. For each product a Participating Entity is interested in purchasing (e.g. a luminaire, sensor, pole or bracket) Signify can provide a product specification sheet which includes information about the environmental conditions the item has been tested for.

Table 7D: Network Components, Gateways, Controllers, Communication Modules, or Specialized Platforms

Using the comments text box, answer the questions below if your proposal is offering **Network Components, Gateways, Controllers, Communication Modules, or Specialized Platforms.**

☐ We will not be submitting for Table 7D: Network Components, Gateways, Controllers, Communication Modules, or Specialized Platforms

Line Item	Category or Type	Comments *
80	Describe what redundancy features are built into your network components to ensure continuous operation.	Interact City does not rely on constant connectivity to operate. Schedules, status and performance data is stored on the node until it is needed. Nodes connect by exception only to upload status and energy consumption and for overrides. Interact City uses licensed spectrum and the existing cellular network, which is independently maintained by the mobile carriers. This provides better reliability and security for a city's lighting system. Each node adopts the strongest signal possible from the available carrier partners, and automatically connects to an alternative carrier if the primary carrier signal is lost. The choice of cellular LTE CAT M1 technology as part of 5G IoT massive Machine Type Communications is based on its superior urban data backhaul capabilities and keeping in mind the future Smart City urban data transfer requirements for evolving applications, which enable applications with low latency and high bandwidth, reliably and securely. The municipality receives a high quality of service and an attractive total cost of ownership (TCO), as the network is reliably and robustly supplied and maintained by third-party professional corporate mobile network service providers, allowing the municipality to focus resources on other priority programs.
81	Describe what features your platform provides for monitoring, controlling, and managing smart infrastructure assets.	The lighting asset management functionality of Interact City gives users full visibility into their lighting infrastructure. Automatic fault detection users you to issues for quick response and minimal downtime. Data can be used to make informed decisions and optimize lighting performance. Interact City includes dozens of fault categories and configurations with multiple points of asset monitoring. The real time properties of each luminaire visible in the dashboard include: requested and actual dimming values, burn hours, voltage, current, power, power factor, line frequency, lux level, temperature, latitude and longitude. The Interact City node also includes a built-in tilt sensor. The Outdoor Multisensor (OMS) contains a tilt sensor for monitoring the tilt angle of the luminaire. A tilt threshold (in degrees) can be set by the user on the Interact City application. When this value is crossed a Tilt fault is generated. These notifications can improve neighborhood safety by alerting the appropriate personnel that maintenance is required. The OMS also contains an acceleration sensor for monitoring the vibration of the luminaire. It measures Amin, Amax, Aeq, A10, A50, and A90, every 5 seconds. This impact measurement enables the detection of a high sudden impact on the luminaire (≥ 10g). An impact threshold (in g) can be set by the user on the Interact City application. When this value is crossed an impact fault is generated. These notifications can improve neighborhood safety by alerting the appropriate personnel that maintenance is required.
82	If applicable, describe how your platform supports multiple data sources and integrates them into a unified dashboard for real-time monitoring.	Participating Entities who deploy the Interact City system will be able to monitor and control their streetlights through a unified dashboard for real-time monitoring. Data collected from the Outdoor Multisensor (if in use) also can be visualized through the Interact City dashboard for centralized reporting and analysis. A Participating Entity that wishes to utilize the streetlight asset information in their own management program may utilize Interact City APIs to feed the Interact City data into their system. The attached document "Smart Lighting Infrastructure and Smart City Capabilities" includes additional information and graphics about Interact City, the Outdoor Multisensor and our APIs.

Table 7E: Integration with Turnkey Services

Using the comments text box, answer the questions below if your proposal is offering **Integration with Turnkey Services.**

☐ We will not be submitting for Table 7E: Integration with Turnkey Services

Line Item	Category or Type	Comments *

83	Describe what levels of service (e.g., technology/infrastructure only, turnkey, other) are being proposed.	The services described as "turnkey services" in the RFP include implementation, training and support services that are generally part of Signify's offerings. The specifics will vary for each Participating Entity depending on which products and solutions they choose to purchase from Signify. These services include: • Start-up services: When deploying an Interact City system, for example, Signify's team supports the deployment process through the creation of the Interact City instance, performance of node association tasks, and end-user training on the system and its dashboards. When applicable, we can provide training to the contractor on the installation and integration of our control node with the luminaire. • Training: Interact City is designed to be intuitive and user friendly, so that extensive formal training is not needed. Training can be conducted on site or remotely, and typically is completed in two half-day sessions. Training covers topics such as monitoring lights for faults and outages, fault finding and diagnosis, setting dimming schedules, tracking energy consumption, and retrieving reports about the lighting system. Once the system is deployed and the initial training has been completed, additional training can be provided by webinar. Signify also provides videos and tutorials to allow for ongoing or refresher training and to train new users. • Support: Each Participating Entity will be supported by Signify's US-based Services team. The team includes Field Service Engineers with an average of 10 years or more with Signify and various predecessor organizations and hold technical degrees. The Field Service Engineers are complimented by a 24/7/365 contact center as well as service dispatch group, allowing customers to request support and/or service as needed to meet their needs. Our US Services team is further supported by a global Customer Remote Operations Center, enabling around-the-clock remote monitoring and operations for customer sites under contract. Signify's Services organization is designed and staffed to provide world-class service to our most demanding customers. We also offer Lifecycle Services packages for additional support and program monitoring; these offerings are described in the document "Smart Lighting Infrastructure and Smart City Capabilities" and at https://www.signify.com/content/dam/signify/en-us/support/lifecycle-services/LCS_ServiceDescriptions_IACity_V1.pdf.	*
84	Describe your proposed maintenance plans and schedules. Provide details on routine maintenance, emergency repairs, software updates, and any remote monitoring capabilities. Include pricing for such maintenance in your proposal.	All of our Signify-manufactured products are covered by standard warranties. For Participating Entities who choose to implement Interact City, Signify also offers a robust program of Lifecycle Services packages for system maintenance and customer support. Pricing for extended warranties and for Lifecycle Services varies by customer size and requirements, and will be quoted upon request.	*

85	Briefly describe one (1) project you have completed for another public agency and OUTLINE the deployment process.	Mesa is the third largest city in Arizona and one of the fastest-growing regions in the United States. In 2018, the city began upgrading its street lighting infrastructure to energy-efficient LED technology. Mesa is deploying the Interact City system in a phased program that began in September 2020 and is scheduled to be complete in 2025. The 10-year agreement between Signify and Mesa includes control nodes, warranty, system access (SaaS), GIS data migration services and a Lifecycle Services program. The system went live on the installation of the first node, so the city is able to use the system while node installation is ongoing. Signify supports the city in associating luminaires and nodes and setting up lighting groups and dimming schedules through the Interact City interface. The connected streetlight program in Mesa resulted in significant energy savings and a reduction in carbon emissions. Most recently, the city has applied Signify sensor-ready luminaires to implement adaptive lighting, which extends the life expectancy of the street light assets and further reduces energy use and carbon emissions. As part of Mesa's Smart City initiative, this effort aims to deliver free Wi-Fi connectivity to citizens, enabling digital equity; supporting community safety; and complementing Dark Sky efforts -all with the help of Signify. In Mesa's view, "a smart city is one in which the latest technologies and data-driven insights are leveraged to improve the quality of life, civic engagement, economic development, service delivery, and community vibrancy for its citizens, businesses and visitors." Mesa saw an opportunity to support this ethos by strategically dimming the city's street lights, and thus, help reduce energy use, light trespass in neighborhoods and sky glow as well as better meet citizens' needs. Signify's Interact connected lighting platform offered the flexibility Mesa required and the simplicity to build upon the city's existing street lighting infrastructure. Nodes were installed on each luminaire, allowing Mesa's street lighting team to remotely control the lighting and set dimming schedules. Signify's Interact platform also allowed the city to have access to diagnostic and energy data. The city can optimize energy use and rapidly detect any faults in the system. By extending its street lighting infrastructure with connected technology, Mesa laid the foundation to unlock even more value for its city and citizens. Mesa also wanted to advance digital equity within its city – by providing reliable public Wi-Fi coverage across a ten square mile downtown radius. Signify BrightSites offered a scalable solution in which the city could install broadband communication nodes into its existing streetlights, creating a wireless mesh network and enabling wireless fiber connectivity. The nodes installed into the luminaires provided a simple solution to achieve broadband connectivity.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Signify_Pricing_and_OfferDetails.zip - Tuesday April 15, 2025 10:41:45
- Financial Strength and Stability - Signify-annual-report-2024.pdf - Thursday April 10, 2025 09:20:49
- Marketing Plan/Samples - Signify Marketing Samples.zip - Thursday April 10, 2025 09:20:27
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- Requested Exceptions - SignifyRedline_SourcewellMSA.docx - Tuesday April 15, 2025 12:03:29
- Upload Additional Document - Interact City Security.pdf - Thursday April 10, 2025 09:21:08

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Cindy Malinchak, Systems & Services Sales Leader, Signify

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Smart_Infrastructure_RFP041525 Fri April 4 2025 03:43 PM	☑	1
Addendum_6_Smart_Infrastructure_RFP041525 Tue April 1 2025 04:19 PM	☑	8
Addendum_5_Smart_Infrastructure_RFP041525 Thu March 27 2025 02:54 PM	☑	1
Addendum_4_Smart_Infrastructure_RFP041525 Wed March 26 2025 04:07 PM	☑	1
Addendum_3_Smart_Infrastructure_RFP041525 Tue March 25 2025 09:49 AM	☑	2
Addendum_2_Smart_Infrastructure_RFP041525 Tue March 18 2025 08:15 AM	☑	1
Addendum_1_Smart_Infrastructure_RFP041525 Wed March 12 2025 08:05 AM	☑	1

Lightspec Michigan, LLC.
25213 Dequindre Rd.
Madison Heights MI 48071
Phone: (248) 689-8960

From: Pete Walters
Quoter Ph: (248) 515-6151
Email: pwalters@lightspec.com

Project **City of Troy Roadway Lighting**
Location
Quote DET26-110847-1

To: Mike Verstraete
City of Troy
Troy MI

For
Bid Date Mar 5, 2026
Expires Apr 4, 2026

QTY	Type	MFG	Part	Price	UQ	ExtPrice
Note			*SW - 18997 - CITY OF TROY SOURCEWELL #*			
Note			*QUOTE VALID UNTIL 3/31/26 DUE TO PRICE INCREASE ON 4/1/26*			
Note			*SIGNIFY SOURCEWELL CONTRACT # 041525-SINF*			
113		LUM	RPM-130W60LED-750-G1-R2M-UNV-DMG-TLRD7-BR Lumec Roadfocus Plus, 21,500 Lumens, Type 2M, 5000K, 120-277v, WITH receptacle, Bronze	$357.00		$40,341.00
113		LUM	PH9 Shorting Cap	$13.54		$1,530.02
20		LUM	RPM-130W60LED-750-G1-R2M-HVU-DMG-TLRD7-BR Lumec Roadfocus Plus, 21,500 Lumens, Type 2M, 5000K, 480v, WITH receptacle, Bronze	$380.00		$7,600.00
20		LUM	PH9 Shorting Cap	$13.54		$270.80
			AVAILABLE ACCESSORIES			
	ACCESSORY	LUM	PH8 120-277v photocell			
	ACCESSORY	LUM	PH8/480 480v photocell			
	ACCESSORY	LUM	LDG66P SM 5050A1 86L30 3S 750 H23 R2M FG LED Boards- compatible with 120-277v & 480v, 2 boards required for Lumec RPM-130W60LED Fixture			
	ACCESSORY	LUM	DVR 160W60LED UNV-DMG 1234 FG 120-277v Driver for RPM-130WLED fixture			

Lightspec Michigan, LLC.
25213 Dequindre Rd.
Madison Heights MI 48071
Phone: (248) 689-8960

From: Pete Walters
Quoter Ph: (248) 515-6151
Email: pwalters@lightspec.com

Project **City of Troy Roadway Lighting**
Location
Quote DET26-110847-1

QTY	Type	MFG	Part	Price	UQ	ExtPrice
	ACCESSORY	LUM	DVR 160W60LED HVU-DMG 1014 FG 480v Driver for RPM-130WLED fixture			
			Total:			**$49,741.82**

Terms and conditions of sale:

***PENDING THE IMMINENT TARIFFS BEING IMPOSED ON GOODS COMING FROM CHINA, CANADA AND MEXICO, ALL PRICING IS SUBJECT TO REVIEW AND ACCEPTANCE BY THE MANUFACTURER AT THE TIME OF RELEASE. IN SOME CASES, ORDER PROCESSING, SUBMITTALS, RELEASES AND TIMES MAY BE EXTENDED DURING THESE TURBULENT TIMES. IF DELIVERY IS CRUCIAL, PLEASE COMMUNICATE YOUR REQUIREMENTS WITH OUR TEAM TO GET FIRM COMMITMENTS PRIOR TO ORDERING. ***

Subject to manufacturer's published terms and conditions of sale.
Manufacturer terms vary by distributor and are available upon request.
It is the Distributor's responsibility to review those terms prior to order placement.
Quotation is void if quantities or product changes are made.
All quotes are subject to design team or owner approval.
Lamps or spare parts are not included unless otherwise stated.
Field Service or Installation is not included unless otherwise stated.
All products are quoted with standard factory warranties unless otherwise stated.
Quotations are non-binding; the company has the right to accept or deny any purchase order based on this quotation at its sole discretion.
All pricing is firm for 30 days.
Lightspec will bill all buy/sell materials 100% upfront upon written release.
Lightspec reserves the right to bill Field Service 100% upfront prior to arriving onsite.

Mfg Terms:		Freight Allowance	Minimum Order	Total
SIGN	SIGNIFY NORTH AMERIC		$200.00	$49,741.82

EFFECTIVE and Revised 2/1/26:

Due to inflationary pressures on product costs and pricing, we are adjusting our order policies, effective February 1, 2026.
The new minimum order values that are required to qualify for prepaid freight and corresponding shipping charges by category are shown

You can continue to provide your freight account information as an alternative to incurring the following shipping charges:

Order Policies:

FOR STOCK READY PARTNERS:
Min order policy to qualify for prepaid freight
-Lamps, LED Lamps & Electronics = $1,000
-Stock Ready Luminaires = $1,000

Lightspec Michigan, LLC.
25213 Dequindre Rd.
Madison Heights MI 48071
Phone: (248) 689-8960

From: Pete Walters
Quoter Ph: (248) 515-6151
Email: pwalters@lightspec.com

Project **City of Troy Roadway Lighting**
Location
Quote DET26-110847-1

-Shipping charge if minimum order value is not met
-Lamps, LED Lamps & Electronics = $200
-Luminaires = $200

FOR NON-STOCK READY PARTNERS:
-Lamps, LED Lamps & Electronics = $3,000
-Stock Ready Luminaires = $3,000

-Shipping charge if minimum order value is not met
-Lamps, LED Lamps & Electronics = $200
-Luminaires = $200

FOR ALL OTHER LUMINAIRE ORDERS:
-Min order policy to qualify for prepaid freight = $3,000
-Shipping charge if minimum order value is not met = $200

In addition, Signify will implement a $300 surcharge on orders for a quantity of 5 poles or less, regardless of the total order value or whethe your own freight account information is provided.

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.4.b.

Date: March 19, 2026

To: Honorable Mayor and City Council

From: Frank Nastasi, City Manager
Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Lori Grigg Bluhm, City Attorney
Rob Maleszyk, Chief Financial Officer
Cheryl Rivera, Office Manager

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

---

History

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

Benefits of membership include advocacy of municipal issues and low-cost educational opportunities for municipal officials and employees regarding a multitude of areas for effective and efficient governance.

Throughout the last 45 years of the City of Troy's membership with the MML, City Council members and staff members have taken advantage of many continuing education opportunities, legislative updates, workshops, conferences and resource materials made available by the League.

With our membership, we are also able to take advantage of the MML's Workers' Compensation Fund ("MML WCF"). The MML WCF provides Workers Compensation coverage to more than 900 public entities throughout Michigan and provides legal expertise and defense loss control services, as well as claims handling services which are included in their premium. The MML WCF is Michigan's leading provider of municipal workers' compensation and risk management services, with assets over $150 million.

The invoice reflects $1,432.00 for participation in the Michigan Municipal League's Legal Defense Fund ("MML LDF"). The MML LDF participates in cases that have the most significant impact on Michigan communities, with such cases including the advocacy of local zoning authority; and clarifying and protecting local interests regarding the Open Meetings Act.

Financial
Membership fees are available in the City Council budget account number 101.101.958. In addition, it is anticipated that the City will renew and participate in the MML Workers Compensation Fund.

Recommendation
Continued membership with the MML via payment of the attached invoice is recommended for annual dues in the amount of $15,749.00. These dues cover the time period of May 1, 2026 through April 30, 2027.

Suggested Resolution:
RESOLVED, Payment is **AUTHORIZED** for annual membership dues to the Michigan Municipal League, for the time period of May 1, 2026 through April 30, 2027, in the amount of $15,749.00.

Michigan Municipal League
1675 Green Road
Ann Arbor, MI 48105
Phone: 734-669-6371
Website: https://www.mml.org

Renewal Number	0013108
Document Date	03/1/2026
Due Date	60 Days

City of Troy
500 W. Big Beaver Rd.
Troy, MI 48084-5254

Membership Renewal for Troy
Membership Type: MML Full Member
Membership Term: 05/01/2026 - 04/30/2027

Item	Quantity	Price	Total
MML Full Member Dues	1	$14,317.00	$14,317.00
Legal Defense Fund Member Dues	1	$1,432.00	$1,432.00

Please make checks payable to:

Michigan Municipal League
PO Box 7409
Ann Arbor, MI 48107-7409

Total:	**$15,749.00**
Grand Total:	**$15,749.00**
Payment:	**$0.00**
Balance:	**$15,749.00**

Please sign, date, and return with your payment.

_____
(Signature)

_____
(Date)

MML dues include annual digital or print subscriptions to the Review for your officials valued at $12.00 per copy.

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

We love where you live.

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.5.

Date: March 19, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
G. Scott Finlay, City Engineer
Larysa Figol, Sr. Right-of-Way Representative

Subject: Storm Management Operations and Maintenance Agreement, GFA Development, Inc., Pine View Condominiums, Sidwell #88-20-12-476-070

History

GFA Development, Inc. is developing Pine View Condominiums located in the South 1/4 of Section 12, west of Dequindre Road, north of Long Lake Road. The City's Planning Commission granted preliminary Site Plan approval on October 26, 2021, to build a 25-unit multi-family development.

Stormwater standards required by the Oakland County Water Resource Commissioner require the property owner to enter into a Stormwater Management Operations and Maintenance Agreement with the City of Troy. This Agreement outlines a plan to install, maintain and operate the private stormwater system and underground detention facility on the property.

Financial

There are no financial considerations affecting this item.

Recommendation

City Management recommends the City Council approve the Stormwater Management Operations and Maintenance Agreement.

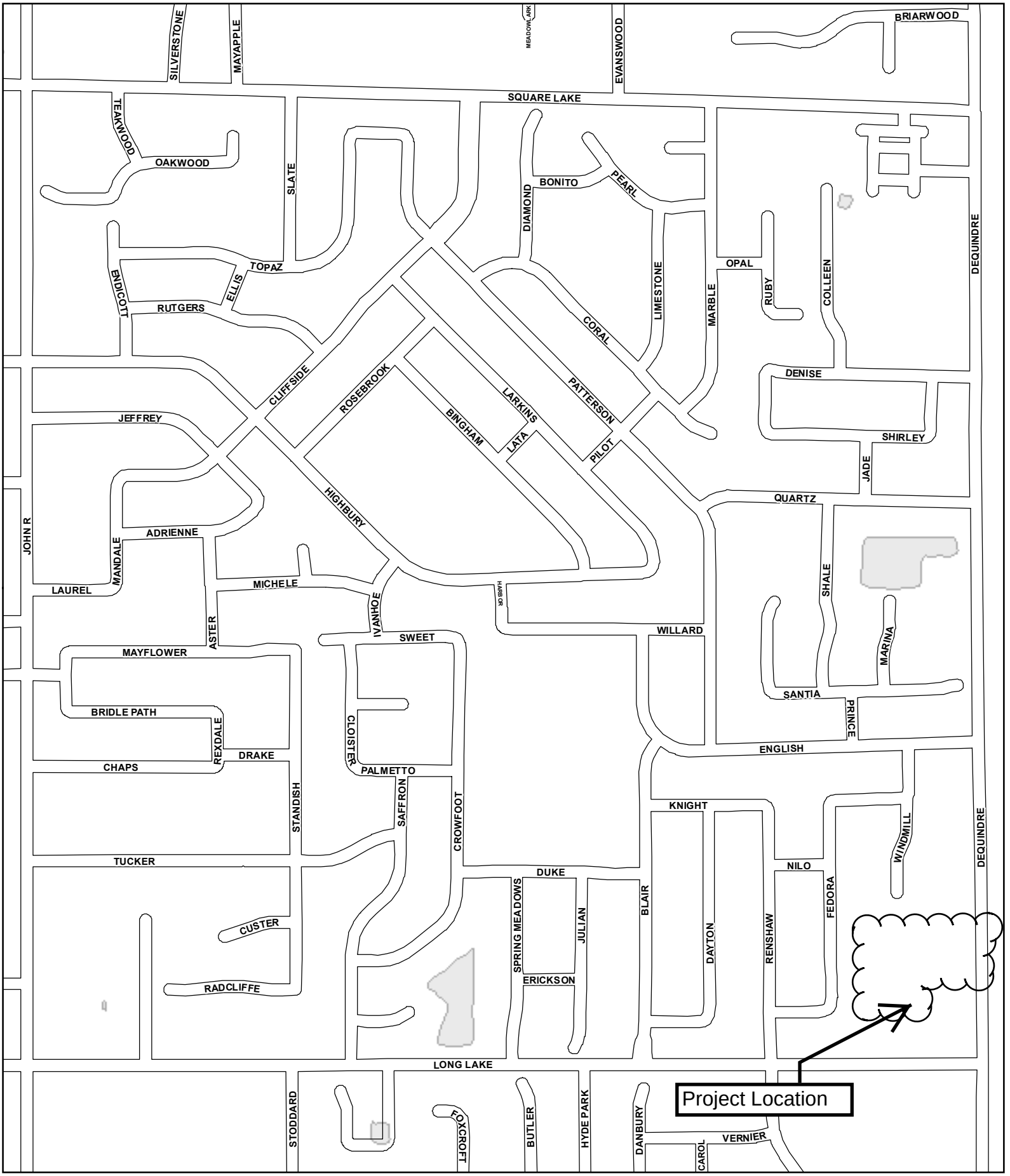
Legal Review

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.

Suggested Resolution:
BE IT RESOLVED, That Troy City Council hereby **APPROVES** a Stormwater Management Operations and Maintenance Agreement between GFA Development, Inc. and the City of Troy outlining a plan to install, maintain and operate the private stormwater system and underground detention facility on the properties owned by Motor City Church International and identified by Sidwell #88-20-12-476-070.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the Mayor and City Clerk to execute the Agreement, and

BE IT FINALLY RESOLVED, That the City Clerk is **DIRECTED TO RECORD** the Agreement with Oakland County Register of Deeds, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.



City of Troy

Section 12

Stormwater Management Operations and Maintenance Agreement

This Agreement is made on _____, 2026, by and between GFA Development, Inc., a Michigan corporation, whose address is 985 Elmsford, Troy, MI 48083 (hereinafter "Owner") and the **CITY OF TROY**, a Michigan municipal corporation, (hereinafter "City of Troy") whose address is 500 West Big Beaver, Troy, MI 48084. Owner and the City of Troy agree as follows:

Article I. The Subject Property.

1.1 Owner owns the property located at and commonly known as _____ (hereinafter the "Subject Property"). The legal description of the Subject Property is set forth in ***Exhibit A***.

Article II. The Stormwater System.

2.1 Owner, in accordance with Oakland County Stormwater Standards and State Municipal Separate Storm Sewer System permit requirements, agrees to install and maintain a Stormwater System on the Subject Property in accordance with approved plans and conditions. The Stormwater System is set forth in ***Exhibit B***.

2.2 After construction has been verified and accepted by the City of Troy for the Stormwater System, the Owner shall file with the City of Troy the "as-built" documents showing the design and construction details and shall reference this Agreement.

2.3 The Stormwater System will be governed by the terms and conditions in this Agreement.

Article III. The Stormwater O&M Plan.

3.1 The Owner shall be solely responsible for the installation, maintenance, and repair of the Stormwater System, drainage easements, and associated landscaping identified in Exhibit B in accordance with the Stormwater Management Operations and Maintenance Plan, hereinafter the "Stormwater O&M Plan" set forth in ***Exhibit C*** to this Agreement.

3.2 The Stormwater O&M plan is subject to approval by the City of Troy.

3.3 The Owner agrees that the Stormwater O&M Plan is intended to and will serve the Subject Property in perpetuity.

3.4 The Owner, at its expense, shall secure from any affected owners of land all easements and releases of right-of-way necessary for implementation of the Stormwater O&M Plan and shall record them with the Oakland County Register of Deeds. These easements and releases of rights- of-way shall not be altered, amended, vacated, released, or abandoned without prior written approval of the City of Troy.

3.5 No alterations or changes to the Stormwater O&M Plan shall be permitted unless they are deemed to comply with this Agreement and are approved in writing by the City of Troy.

3.6 The Owner shall retain the services of a qualified inspector as described in Exhibit C – Maintenance Requirement 1) to operate and ensure the maintenance of the Stormwater O&M Plan.

3.7 The Owner shall annually, by December 30th, provide to the City of Troy records (logs, invoices, reports, data, etc.) of inspections, maintenance, and repair of the Stormwater System in compliance with the Stormwater O&M Plan.

3.8 The City of Troy agrees to enforce compliance with the annual inspection, maintenance and repair records as set forth in 3.7 above, such enforcement may require an ordinance.

Article IV. Access and Enforcement.

4.1 The City of Troy or its designee is authorized to access the property as necessary to conduct inspections of the Stormwater System, implication of the Stormwater O&M Plan, or drainage easements to ascertain compliance with the intent of this Agreement.

4.2 Upon written notification by the City of Troy or their designee of required maintenance or repairs, the Owner shall complete the specified maintenance or repairs within a reasonable time frame determined by the City of Troy. The Owner shall be liable for the failure to undertake any maintenance or repairs so that the public health, safety and welfare shall not be endangered nor the road improvement damaged.

4.3 If the Owner does not keep the Stormwater System in reasonable order and condition, or complete maintenance activities in accordance with the Stormwater O&M Plan, or the reporting required in 3.7 above, the City of Troy is authorized, but not required, to perform the specified inspections, maintenance or repairs in order to preserve the intended functions of the Stormwater System and prevent the Stormwater System from becoming a threat to public health, safety, general welfare or the environment.

4.4 In the case of an emergency, as determined by the City of Troy, no notice shall be required prior to the City of Troy performing emergency maintenance or repairs. The City of Troy may levy the costs and expenses of such inspections, maintenance or repairs against the Owner.

4.5 The City of Troy, at the time of entering upon said Stormwater System for the purpose of maintenance or repair, may file a notice of lien in the office of the Register of Deeds of Oakland County upon the property affected by the lien. If said costs and expenses are not paid by the Owner, the City of Troy may pursue the collection of same through appropriate court actions and in such a case, the Owner shall pay in addition to said costs and expenses all costs of litigation, including attorney fees.

4.6 The Owner shall provide the City of Troy a permanent easement for Stormwater and drainage purposes for the inspection, maintenance and repair thereof, should the Owner fail to properly inspect, maintain and repair the Stormwater System. The permanent easement shall be binding upon and inure to the benefit of the parties, their heirs, representatives, successors and assigns and shall run with the land. The permanent easement shall be recorded with the Oakland County Register of Deeds.

Article V. Term and Covenants.

5.1 The Owner agrees that this Agreement shall bind all current and future owners of the property.
The Owner agrees in the event that the Subject Property is sold, transferred, or leased to provide information to the new owner, operator, or lessee regarding proper inspection, maintenance and repair of the Stormwater System and Stormwater O&M Plan. The information shall accompany the first deed transfer and include Exhibits B and C and this Agreement. The transfer of this information shall also be required with any subsequent sale, transfer or lease of the Subject Property.

5.2 The Owner agrees that the rights, obligations and responsibilities hereunder shall commence upon execution of the Agreement.

Article VI. Claims and Authority.

6.1 The Owner, its agents, representatives, successors and assigns shall defend, indemnify and hold City of Troy harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever, hereinafter "Claims", fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omissions in such regard) of the Stormwater System, appurtenances, connections and attachments thereto which are the subject of this Agreement. This indemnity and hold harmless shall include any costs, expenses and attorney fees incurred by City of Troy in connection with such Claims or the enforcement of this Agreement.

6.2 The parties whose signatures appear below hereby represent and warrant that they have the authority and capacity to sign this agreement and bind the respective parties hereto.

IN WITNESS WHEREOF, the Owner and Community have executed this agreement on the day and year first above written.

GFA Development Inc
a Michigan corporation

By: *Gary Abitheira
Its: president

STATE OF MICHIGAN)
)ss.
Oakland COUNTY)

The foregoing instrument was acknowledged before me on this 5th day of March, 2026 by Gary Abitheira, President of GFA Development, Inc., a Michigan corporation, on behalf of the company.

L FIGOL
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires March 02, 2031
Acting in the County of Oakland

*
Notary Public, _____County, Michigan
My Commission Expires_____
Acting in _____County, Michigan

[SIGNATURES AND ACKNOWLDEGMENTS ON NEXT PAGE]

CITY OF TROY,
a Michigan municipal corporation

By: _____
Ethan D. Baker
Its: Mayor

By: _____
M. Aileen Dickson,
Its: City Clerk

STATE OF MICHIGAN)
)ss.
OAKLAND COUNTY)

The foregoing instrument was acknowledged before me on this _____ day of _____, _____, by Ethan D. Baker, Mayor and M. Aileen Dickson, City Clerk of the City of Troy, a Michigan municipal corporation, on behalf of the municipal corporation.

_____
*_____
Notary Public, _____County, Michigan
My Commission Expires_____
Acting in _____County, Michigan

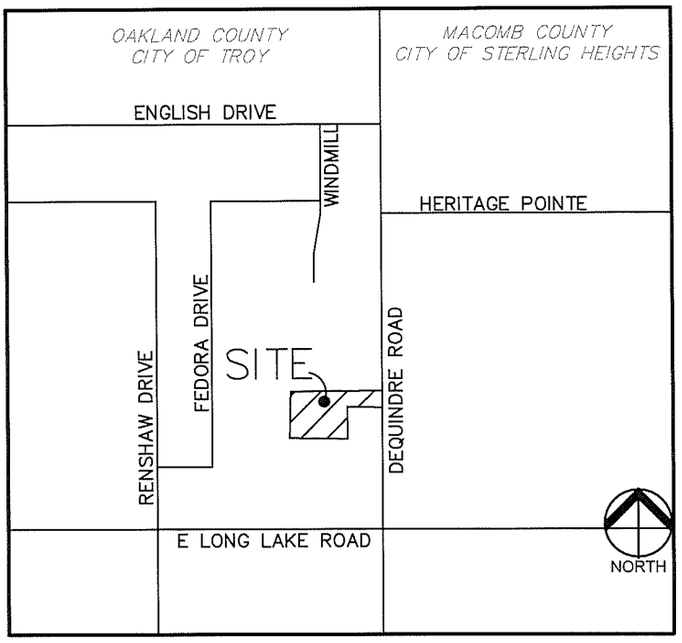
Prepared by:
G. ABITHEIRA
GFA Development, Inc.
985 Elmsford
Troy, MI 48083

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

STORM WATER MANAGEMENT OPERATION AND MAINTENANCE PLAN

PINE VIEW CONDOMINIUMS
PART OF THE SOUTHEAST 1/4 OF SECTION 12, T.02N., R. 11E.,
TROY, OAKLAND COUNTY, MICHIGAN

EXHIBIT A



LOCATION MAP
NO SCALE

GFA DEVELOPMENT, INC.
986 ELMSFORD DR.
TROY, MI 48083

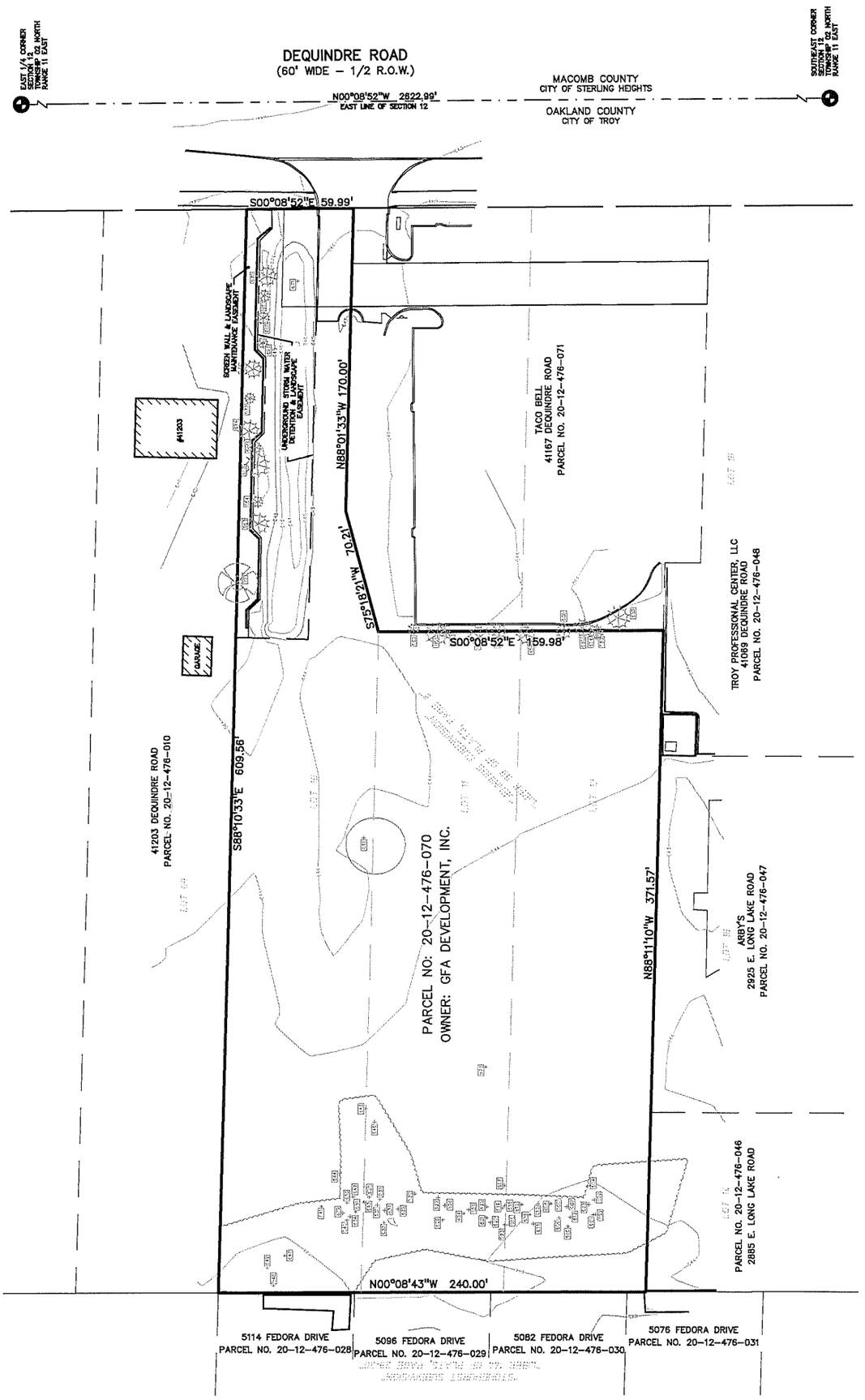
NO SCALE

APRIL 30, 2024
2016-368

PEA GROUP
t: 844.813.2949
www.peagroup.com

S:\PROJECTS\2016\2016-368 GFA 18 MILE & DEQUINDRE-JPB\Dwg\Construction\STORM WATER MAINTENANCE\SWMP-EXA-16368.dwg; KFP

EXHIBIT A
PROPERTY SKETCH



GFA DEVELOPMENT, INC.
986 ELMSFORD DR.
TROY, MI 48083

0 40 80
SCALE: 1" = 80'

NORTH

APRIL 30, 2024
2016-368

PEA GROUP
t: 844.813.2949
www.peagroup.com

S:\PROJECTS\2016\2016-368 GFA 13 MILE & DEQUINDRE-JPB\Dwg\Construction\STORM WATER MAINTENANCE\SWMP-EXA-16368.dwg; KFP

EXHIBIT A
PROPERTY DESCRIPTION

LEGAL DESCRIPTION
(Per City of Troy Assessor)

PARCEL ID 20–12–476–070
Land in the City of Troy, Oakland County, Michigan, described as follows:

Part of Lots 10, 11 and 12 of JENNINGS SUBDIVISION, as recorded in Liber 59, Page 8, Oakland County Records, beginning at point distant North 00 degrees 08 minutes 52 West 60 feet and North 89 degrees 32 minutes 26 seconds West 60 feet and North 00 degrees 08 minutes 52 West 493.11 feet from the Southeast section corner; thence North 88 degrees 10 minutes 33 seconds West 170 feet; thence South 75 degrees 18 minutes 21 seconds West 70.21 feet; thence South 00 degrees 08 minutes 52 seconds East 159.98 feet; thence North 88 degrees 11 minutes 10 seconds West 371.57 feet; thence North 00 degrees 08 minutes 43 seconds West 240 feet; thence South 88 degrees 10 minutes 33 seconds East 609.56 feet; thence South 00 degrees 08 minutes 52 seconds East 59.99 feet to beginning.

GFA DEVELOPMENT, INC.
886 ELMSFORD DR.
TROY, MI 48083

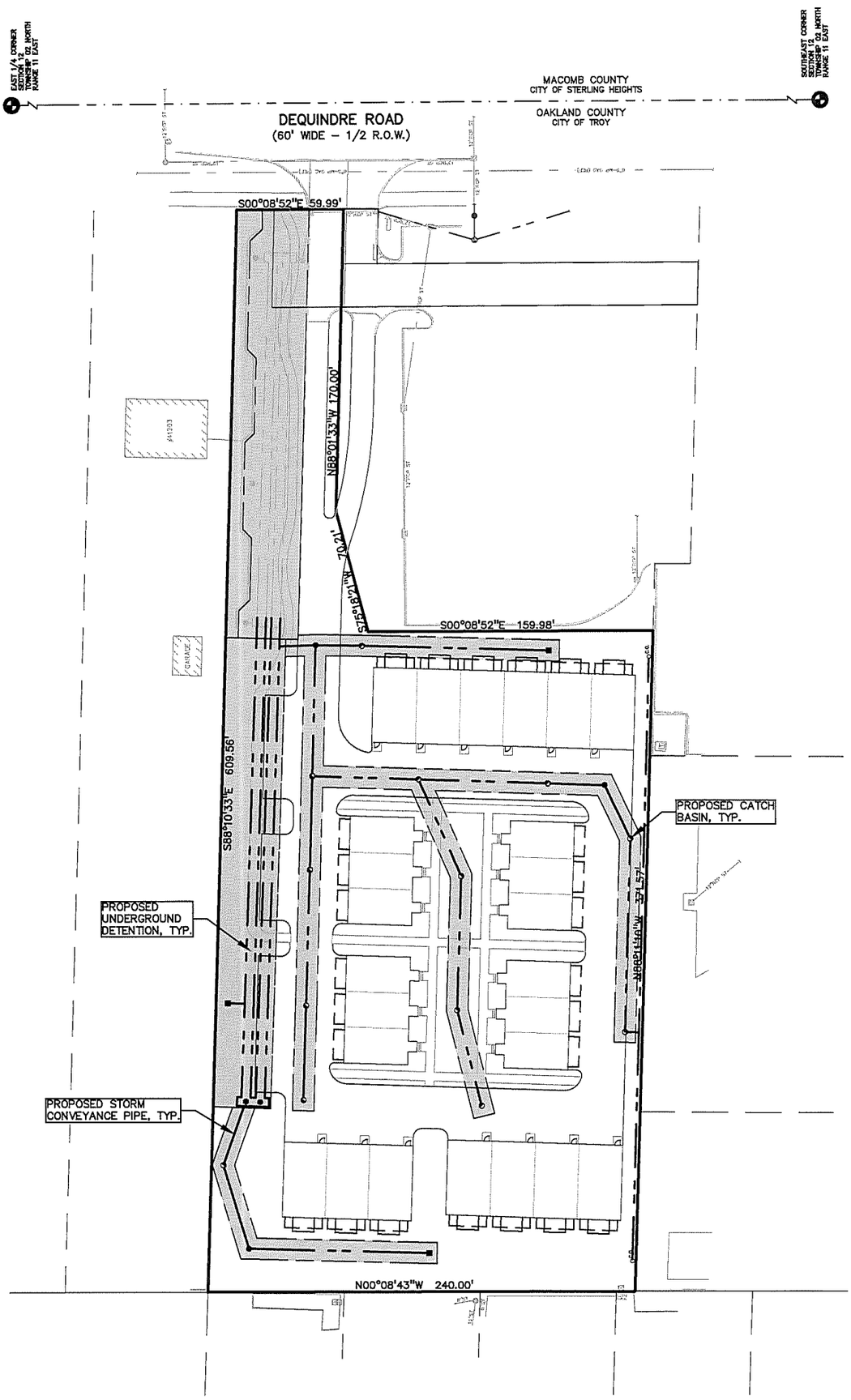
APRIL 30, 2024
2016-368

PEA GROUP
t: 844.813.2949
www.peagroup.com

S:\PROJECTS\2016\2016-368 GFA 18 MILE & DEQUINDRE-JPB\Dwg\Construction\STORM WATER MAINTENANCE\SWMP-EXA-16368.dwg; KFP

EXHIBIT B

STORMWATER MANAGEMENT SYSTEM SKETCH



INDICATES STORM WATER MAINTENANCE RESPONSIBILITY

STORM WATER WILL BE COLLECTED IN THE STORM SEWER SYSTEM BEFORE DISCHARGING TO THE UNDERGROUND DETENTION SYSTEM. IT WILL THEN BE OUTLET TO THE EXISTING STORM SEWER IN DEQUINDRE ROAD.

GFA DEVELOPMENT, INC.
986 ELMSFORD DR.
TROY, MI 48083

0 40 80
SCALE: 1" = 80'

NORTH

SHEET 1 OF 1
APRIL 30, 2024
2016-368

PEA GROUP
t: 844.813.2949
www.peagroup.com

S:\PROJECTS\2016\2016-368 GFA 13 MILE & DEQUINDRE-JPB\Dwg\Construction\STORM WATER MAINTENANCE\SWMP-EXB-16368.dwg; KFP

EXHIBIT 'C'

OPERATIONS AND MAINTENANCE MANUAL

PINE VIEW CONDOMINIUMS – PART OF THE SE ¼ OF SECTION 12, T.02N., R.11E.

PARCEL I.D. 20-12-476-070

STORMWATER MAINTENANCE PLAN

PROPERTY OWNER:

GFA DEVELOPMENT, INC.
986 ELMSFORD DR. TROY, MI 48083

Prepared by:
PEA GROUP
1849 Pond Run
Auburn Hills, Michigan 48326
Phone: (248) 689-9090
Contact: John B. Thompson, P.E.

April 30, 2024

OPERATION AND MAINTENANCE MANUAL

INTRODUCTION:

This manual identifies the ownership, operation and maintenance responsibilities for all storm water management systems including the storm drain conveyance system, restricted outlet, underdrains, landscaping, and mechanical pre-treatment device as incorporated into and detailed on the approved Construction Plans as Prepared by PEA Group. In order to comply with the local best management practices (BMP) requirements, this manual should serve as a minimum performance standard. This manual should be retained intact and read in its entirety by all parties responsible for the operations and maintenance of the on-site BMP's.

OWNER:

GFA DEVELOPMENT, INC.
986 ELMSFORD DR. TROY, MI 48083

PROPERTY INFORMATION:

This Operations and Maintenance Manual covers the storm water systems located at the following subject property:

PARCEL ID 20-12-476-070

Land in the City of Troy, Oakland County, Michigan, described as follows:

Part of Lots 10, 11 and 12 of JENNINGS SUBDIVISION, as recorded in Liber 59, Page 8, Oakland County Records, beginning at point distant North 00 degrees 08 minutes 52 West 60 feet and North 89 degrees 32 minutes 26 seconds West 60 feet and North 00 degrees 08 minutes 52 West 493.11 feet from the Southeast section corner; thence North 88 degrees 10 minutes 33 seconds West 170 feet; thence South 75 degrees 18 minutes 21 seconds West 70.21 feet; thence South 00 degrees 08 minutes 52 seconds East 159.98 feet; thence North 88 degrees 11 minutes 10 seconds West 371.57 feet; thence North 00 degrees 08 minutes 43 seconds West 240 feet; thence South 88 degrees 10 minutes 33 seconds East 609.56 feet; thence South 00 degrees 08 minutes 52 seconds East 59.99 feet to beginning.

STORMWATER MAINTENANCE EXHIBIT:

Exhibit 'B' of the Storm Water Maintenance Agreement is the Storm Water System which indicates all components of the storm water system. This system is subject to the long-term operation and maintenance responsibilities detailed in this manual. The system includes:

- Storm Sewer Pipes
- Storm Sewer Collection System & Structures (swales, manholes, inlets, catch basins, etc.)
- Flow Diversion Structures

INSPECTIONS:

The frequency of system inspections outlined in the manual and attached exhibits should be considered the minimum. Certain events may warrant additional inspections. The regularity of inspections should be adjusted as needed as system specific conditions and the rate at which certain maintenance operations need to be performed are better known. Maintenance Inspection Checklists are provided for each of the BMP's in this system. Inspections should be performed by personnel responsible for maintenance and, depending on the component being inspected, may need to be certified for confined space entry. Operation of the definition system, outlet control structures, and pre-treatment devices may need to be inspected by a practicing civil engineer familiar with their operation.

Records of all routine inspections and any work performed on the system for maintenance, repair, or replacement should be maintained by the owner and kept for a minimum of ten (10) years. A copy of all records should be provided to the City of Troy Engineering Division and should include this manual, all inspection sheets, approved construction plans and as-built documents, a maintenance log of work performed to the system(s) and contact information for the system inspector, civil engineer, landscape architect, geotechnical engineer and contractor involved with the system.

STORM WATER SYSTEMS MAINTENANCE:

Regular inspection and maintenance of BMP's are necessary if these facilities are to consistently perform up to expectations. Stormwater systems are expected to perform quality and quantity control functions for as long as the land use they serve exists. Failure to maintain these systems can create the following adverse impacts:

- Increased pollutants to surrounding surface water features
- Potential property damage resulting from excessive flooding.
- Potential loss of life or property resulting from catastrophic failure of the facility
- Aesthetic or nuisance conditions, such as mosquitos or reduced property values due to a degraded facility appearance.

The most common cause of stormwater system failure is the lack of adequate operation, inspection, maintenance, and management. Most of the impacts can be avoided through proper and timely inspection and maintenance which will be necessary to live up to the expectations of the general public regarding the quality of life provided by construction of these systems.

Good design and construction can reduce maintenance needs and costs, but they cannot eliminate the need altogether. Maintenance requires a long term commitment of time, money, personnel, and equipment. Monitoring the overall performance of the stormwater management system is a major aspect of any maintenance program.

The maintenance responsibilities for these systems lie with the current property owner and transfer with the property. If maintenance of the system is not performed, the City of Troy reserves the right to enter property and perform all necessary work at the property owners' cost. Refer to the *Stormwater Management Operations and Maintenance Agreement* for additional details.

General Maintenance Items:

Road Sweeping:

Routine sweeping of all paved surfaces provides a more clean appearance and removes accumulations of sediment and trash that tend to migrate into stormwater management systems during rainfall events. Road sweeping should be performed quarterly or as necessary to limit sediment and trash build-up.

Grass Mowing and Maintenance:

Mowing requirements within the right-of-way should be designed to the specific site conditions, grass types and seasonal variations in climate. Grassed areas require periodic fertilizing, de-thatching and soil conditioning in order to maintain healthy growth. Provisions will need to be made to reseed and reestablish grass cover in areas damaged by sediment accumulation, stormwater flow, erosion or other causes. Dead turf will need to be replaced after being discovered. Inspection of the grass areas and other landscaping features should be made annually.

Trash and Debris Removal:

Removal of trash and debris from all areas of the right-of-way should be performed monthly. Removal of these items will prevent damage to vegetated areas and eliminate their potential to inhibit the operation of any of the stormwater management systems. Sediment, debris, and trash that are removed and collected should be disposed of according to local, State and Federal regulations at suitable disposal and/or recycling centers.

Stormwater System Maintenance Items:

The following narratives give an overview of the maintenance requirements for the components of the stormwater system. The inspection checklists attached to this report includes a more complete explanation of what should be inspected, when inspections should occur, and the generally how often maintenance activities will be required to occur.

<u>Storm Sewer, Structures, Underground Detention and Sedimentation Control Structures:</u>

Catch basins, inlets, manholes, outlet control structures, flow control manholes, and storm sewer pipes should be inspected to check for sediment accumulation and clogging, floatable debris, dead vegetation,

etc. The structures and sewers should also be observed during a wet weather event to ensure their proper operation. Accumulated sediment and debris should be removed on an annual basis or as needed by observed conditions. Structural repairs or maintenance should occur as needed. Some possible issues can be cracks, spalling, joint failure, leakage, misalignment, or settlement of structures. A civil engineer should be retained if problems are thought to exist.

Stormwater Pre-Treatment Devices:

Refer to the attached maintenance manuals from the manufacturer for all inspection and maintenance requirements for the pre-treatment structures.

The following pages include inspection checklists for the various devices and components listed above as well as the manufacturer's manuals for the stormwater pre-treatment structures.

EXHIBIT C
STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE PLAN

Property Information: PINE VIEW CONDOMINIUMS
PART OF THE SOUTHEAST 1/4 OF SECTION 12, T.02N., R. 11E.,
CITY OF TROY, OAKLAND COUNTY, MICHIGAN

Applicant/Property Owner: GFA DEVELOPMENT, INC.
986 ELMSFORD DRIVE
TROY, MI 48083
CONTACT: GARY ABITHEIRA
PHONE: 248.840.2828
EMAIL: GFAHOMES@GMAIL.COM

Long-Term Maintenance Plan and Schedule

Table 1 identifies the maintenance activities to be performed, organized by category (monitoring/inspections, preventative maintenance, and remedial actions). Table 1 also identifies site-specific work needed to ensure that the storm water management system functions properly as designed.

MAINTENANCE ACTIVITIES	Catch Basins, Inlets & Storm Sewers	Swales	Basin Inlets, Outlets & Gratings	Mechanical Pre-Treatment & Detention Basin	Outlet Control Structures	Riprap	Buffer Strips	Pavement Areas	FREQUENCY
MONITORING/INSPECTION									
Inspect for sediment accumulation**/clogging of stone filter	X	X	X	X	X				Annually
Inspect for erosion and integrity of banks and berms		X	X	X		X	X		Annually and after major events
Inspect for floatables, dead vegetation and debris	X	X	X	X	X	X	X		Annually and after major events
Inspect all components during wet weather and compare to as-built plans	X	X	X	X	X	X	X	X	Annually
Monitor plantings/vegetation		X		X			X		2 times a year
Ensure means of access for maintenance remain clear/open	X	X	X	X	X	X	X		Annually
PREVENTIVE MAINTENANCE									
Mowing		X		X			X		Up to 2 times/year*
Remove accumulated sediment	X	X	X	X	X				As needed**
Remove floatables, dead vegetation and debris	X	X	X	X	X				As needed
Replace or wash/reuse stone riser debris					X				Every 3 years; more frequently if needed***
Remove invasive plant species		X		X			X		Annually
Sweeping of pavement surfaces (streets and parking areas)								X	As needed
REMEDIAL ACTIONS									
Repair/stabilize areas of erosion		X	X	X		X	X		As needed
Replace dead plantings, bushes, trees		X		X			X		As needed
Reseed bare areas		X		X			X		As needed
Structural repairs or replacement in kind	X		X	X	X	X		X	As needed
Make adjustments/repairs to ensure proper functioning	X	X	X	X	X	X	X	X	As needed
Oil and gasoline spills								X	Immediately

* NOT TO EXCEED THE LENGTH ALLOWED BY CITY ORDINANCE.

** UNDERGROUND DETENTION SYSTEM TO BE CLEANED WHENEVER SEDIMENT ACCUMULATES TO A DEPTH OF 6-12 INCHES OR IF SEDIMENT RE-SUSPENSION IS OBSERVED

*** REPLACE STONE IF IT CAN NOT BE ADEQUATELY CLEANED.

NOTE:
WHILE PERFORMING MAINTENANCE, CHEMICALS SHOULD NOT BE APPLIED TO THE UNDERGROUND DETENTION SYSTEM, BUFFER STRIP OR WATERCOURSES.

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.6.

Date: March 19, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
G. Scott Finlay, City Engineer
Larysa Figol, Sr. Right-of-Way Representative

Subject: Stormwater Management Operations and Maintenance Agreement, Gary Abitheira, Sidwell #88-20-26-401-045

History

Gary Abitheira is the owner of a vacant parcel located on Bellingham Road at Brinston, Section 26, between I-75 and John R Road. Mr. Abitheira is planning to build a warehouse facility.

Engineering plans have been reviewed and approved. Stormwater standards required by the Oakland County Water Resource Commissioner require the property owner to enter into a Stormwater Management Operations and Maintenance Agreement with the City of Troy. This Agreement outlines a plan to install, maintain and operate the private stormwater system and underground detention facility on the property.

Financial

There are no financial considerations associated with this item.

Recommendation

City Management recommends that City Council approve the *Stormwater Management Operations and Maintenance Agreement*.

Legal Review

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.

Suggested Resolution:
BE IT RESOLVED, That Troy City Council hereby **APPROVES** a Stormwater Management Operations and Maintenance Agreement between Gary Abitheira and the City of Troy outlining a plan to install, maintain and operate the private stormwater system and underground detention facility on the properties owned by Motor City Church International and identified by Sidwell #88-20-26-401-045.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the Mayor and City Clerk to execute the Agreement.

BE IT FINALLY RESOLVED, That the City Clerk is **DIRECTED TO RECORD** the Agreement with Oakland County Register of Deeds, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

GIS Online

0 200 400 ft

Print Date: 3/5/2026

Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.

Stormwater Management Operations and Maintenance Agreement

This Agreement is made on _____, 2026, by and between GARY ABITHEIRA _____, _____, whose address is 3301 Mirage, Troy, MI 48083 (hereinafter "Owner") and the **CITY OF TROY**, a Michigan municipal corporation, (hereinafter "City of Troy") whose address is 500 West Big Beaver, Troy, MI 48084. Owner and the City of Troy agree as follows:

Article I. The Subject Property.

1.1 Owner owns the property located at and commonly known as 2299 BELLINGHAM, TROY, MI (hereinafter the "Subject Property"). The legal description of the Subject Property is set forth in ***Exhibit A***.

Article II. The Stormwater System.

2.1 Owner, in accordance with Oakland County Stormwater Standards and State Municipal Separate Storm Sewer System permit requirements, agrees to install and maintain a Stormwater System on the Subject Property in accordance with approved plans and conditions. The Stormwater System is set forth in ***Exhibit B***.

2.2 After construction has been verified and accepted by the City of Troy for the Stormwater System, the Owner shall file with the City of Troy the "as-built" documents showing the design and construction details and shall reference this Agreement.

2.3 The Stormwater System will be governed by the terms and conditions in this Agreement.

Article III. The Stormwater O&M Plan.

3.1 The Owner shall be solely responsible for the installation, maintenance, and repair of the Stormwater System, drainage easements, and associated landscaping identified in Exhibit B in accordance with the Stormwater Management Operations and Maintenance Plan, hereinafter the "Stormwater O&M Plan" set forth in ***Exhibit C*** to this Agreement.

3.2 The Stormwater O&M plan is subject to approval by the City of Troy.

3.3 The Owner agrees that the Stormwater O&M Plan is intended to and will serve the Subject Property in perpetuity.

3.4 The Owner, at its expense, shall secure from any affected owners of land all easements and releases of right-of-way necessary for implementation of the Stormwater O&M Plan and shall record them with the Oakland County Register of Deeds. These easements and releases of rights- of-way shall not be altered, amended, vacated, released, or abandoned without prior written approval of the City of Troy.

3.5 No alterations or changes to the Stormwater O&M Plan shall be permitted unless they are deemed to comply with this Agreement and are approved in writing by the City of Troy.

3.6 The Owner shall retain the services of a qualified inspector as described in Exhibit C – Maintenance Requirement 1) to operate and ensure the maintenance of the Stormwater O&M Plan.

3.7 The Owner shall annually, by December 30th, provide to the City of Troy records (logs, invoices, reports, data, etc.) of inspections, maintenance, and repair of the Stormwater System in compliance with the Stormwater O&M Plan.

3.8 The City of Troy agrees to enforce compliance with the annual inspection, maintenance and repair records as set forth in 3.7 above, such enforcement may require an ordinance.

Article IV. Access and Enforcement.

4.1 The City of Troy or its designee is authorized to access the property as necessary to conduct inspections of the Stormwater System, implication of the Stormwater O&M Plan, or drainage easements to ascertain compliance with the intent of this Agreement.

4.2 Upon written notification by the City of Troy or their designee of required maintenance or repairs, the Owner shall complete the specified maintenance or repairs within a reasonable time frame determined by the City of Troy. The Owner shall be liable for the failure to undertake any maintenance or repairs so that the public health, safety and welfare shall not be endangered nor the road improvement damaged.

4.3 If the Owner does not keep the Stormwater System in reasonable order and condition, or complete maintenance activities in accordance with the Stormwater O&M Plan, or the reporting required in 3.7 above, the City of Troy is authorized, but not required, to perform the specified inspections, maintenance or repairs in order to preserve the intended functions of the Stormwater System and prevent the Stormwater System from becoming a threat to public health, safety, general welfare or the environment.

4.4 In the case of an emergency, as determined by the City of Troy, no notice shall be required prior to the City of Troy performing emergency maintenance or repairs. The City of Troy may levy the costs and expenses of such inspections, maintenance or repairs against the Owner.

4.5 The City of Troy, at the time of entering upon said Stormwater System for the purpose of maintenance or repair, may file a notice of lien in the office of the Register of Deeds of Oakland County upon the property affected by the lien. If said costs and expenses are not paid by the Owner, the City of Troy may pursue the collection of same through appropriate court actions and in such a case, the Owner shall pay in addition to said costs and expenses all costs of litigation, including attorney fees.

4.6 The Owner shall provide the City of Troy a permanent easement for Stormwater and drainage purposes for the inspection, maintenance and repair thereof, should the Owner fail to properly inspect, maintain and repair the Stormwater System. The permanent easement shall be binding upon and inure to the benefit of the parties, their heirs, representatives, successors and assigns and shall run with the land. The permanent easement shall be recorded with the Oakland County Register of Deeds.

Article V. Term and Covenants.

5.1 The Owner agrees that this Agreement shall bind all current and future owners of the property.
The Owner agrees in the event that the Subject Property is sold, transferred, or leased to provide information to the new owner, operator, or lessee regarding proper inspection, maintenance and repair of the Stormwater System and Stormwater O&M Plan. The information shall accompany the first deed transfer and include Exhibits B and C and this Agreement. The transfer of this information shall also be required with any subsequent sale, transfer or lease of the Subject Property.

5.2 The Owner agrees that the rights, obligations and responsibilities hereunder shall commence upon execution of the Agreement.

Article VI. Claims and Authority.

6.1 The Owner, its agents, representatives, successors and assigns shall defend, indemnify and hold City of Troy harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever, hereinafter "Claims", fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omissions in such regard) of the Stormwater System, appurtenances, connections and attachments thereto which are the subject of this Agreement. This indemnity and hold harmless shall include any costs, expenses and attorney fees incurred by City of Troy in connection with such Claims or the enforcement of this Agreement.

6.2 The parties whose signatures appear below hereby represent and warrant that they have the authority and capacity to sign this agreement and bind the respective parties hereto.

IN WITNESS WHEREOF, the Owner and Community have executed this agreement on the day and year first above written.

By: _____
* Gary Abitheira
Its: Sole Owner

STATE OF MICHIGAN)
)ss.
Oakland COUNTY)

The foregoing instrument was acknowledged before me on this 5th day of March, 2026, by Gary Abitheira., _____ of _____, ~~on behalf of the company.~~

L FIGOL
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires March 02, 2031
Acting in the County of Oakland

_____
*
Notary Public, _____ County, Michigan
My Commission Expires _____
Acting in _____ County, Michigan

[SIGNATURES AND ACKNOWLDEGMENTS ON NEXT PAGE]

CITY OF TROY,
a Michigan municipal corporation

By: _____
Ethan D. Baker
Its: Mayor

By: _____
M. Aileen Dickson,
Its: City Clerk

STATE OF MICHIGAN)
)ss.
OAKLAND COUNTY)

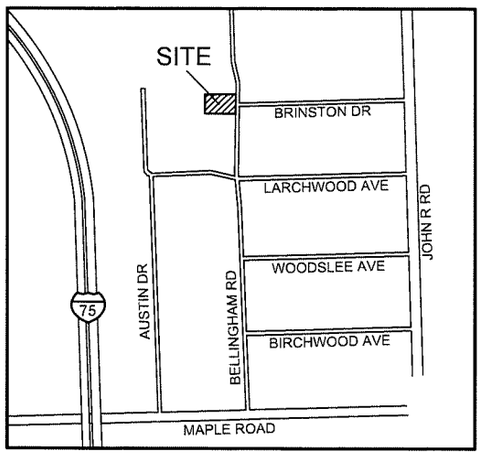
The foregoing instrument was acknowledged before me on this _____ day of _____, _____, by Ethan D. Baker, Mayor and M. Aileen Dickson, City Clerk of the City of Troy, a Michigan municipal corporation, on behalf of the municipal corporation.

_____
* _____
Notary Public, _____County, Michigan
My Commission Expires_____
Acting in _____County, Michigan

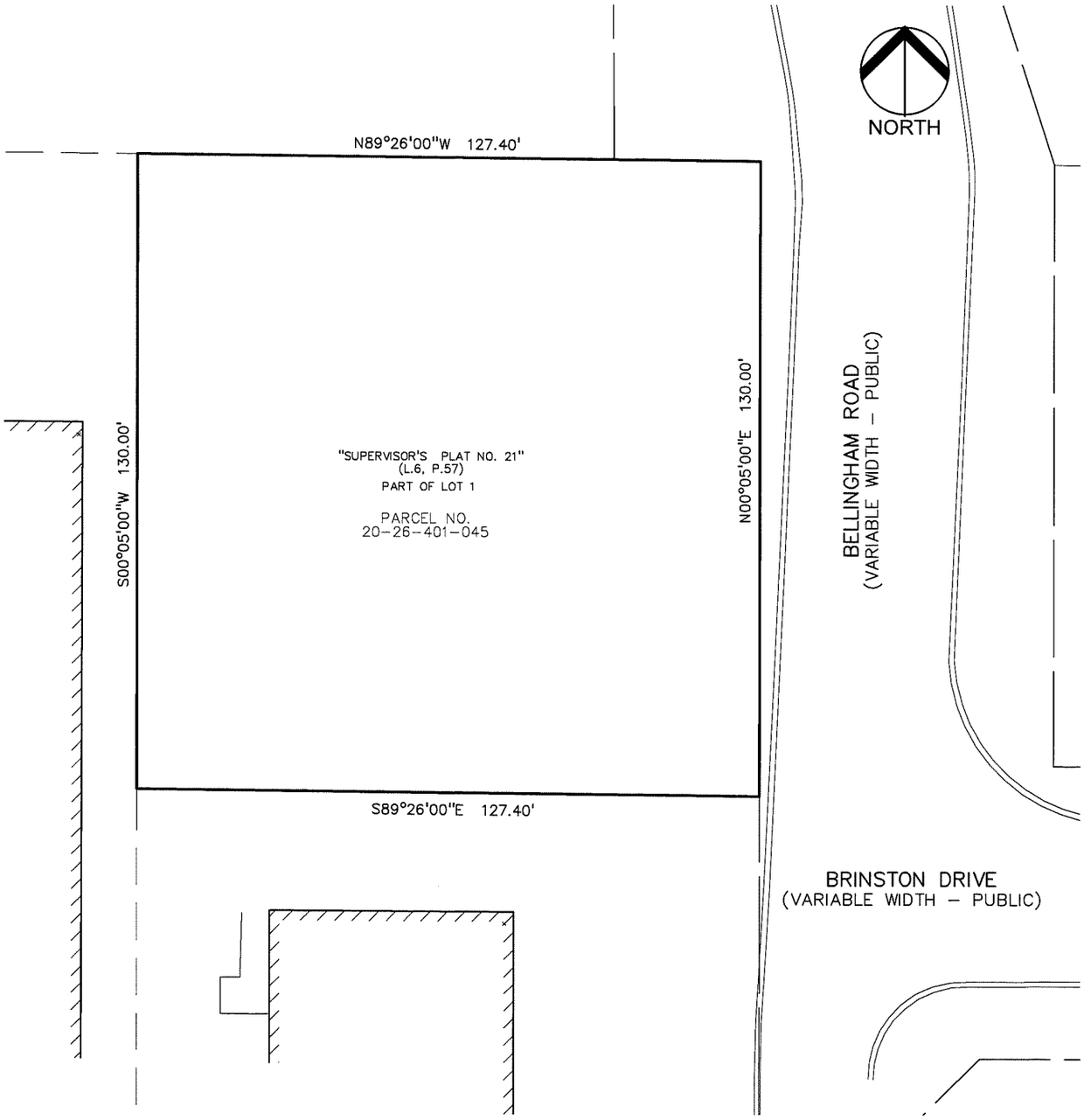
Prepared by:
_____
_____
_____

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

EXHIBIT A
PROPERTY SKETCH



LOCATION MAP
NO SCALE



LEGAL DESCRIPTION:
(PER SURVEY OAKLAND TAX ASSESSING)

PARCEL NO. 20-26-401-045

T2N, R11E, SEC 26 SUPERVISOR'S PLAT NO 21 LOT 1 EXC S 300 FT AS MEAS ALG. W LOT LINE, ALSO EXC S 204.30 FT OF N 334.30 FT OF LOT 1

GFA DEVELOPMENT, INC.
986 ELMSFORD DRIVE
TROY, MI 48083

FEBRUARY 13, 2026
24-1081

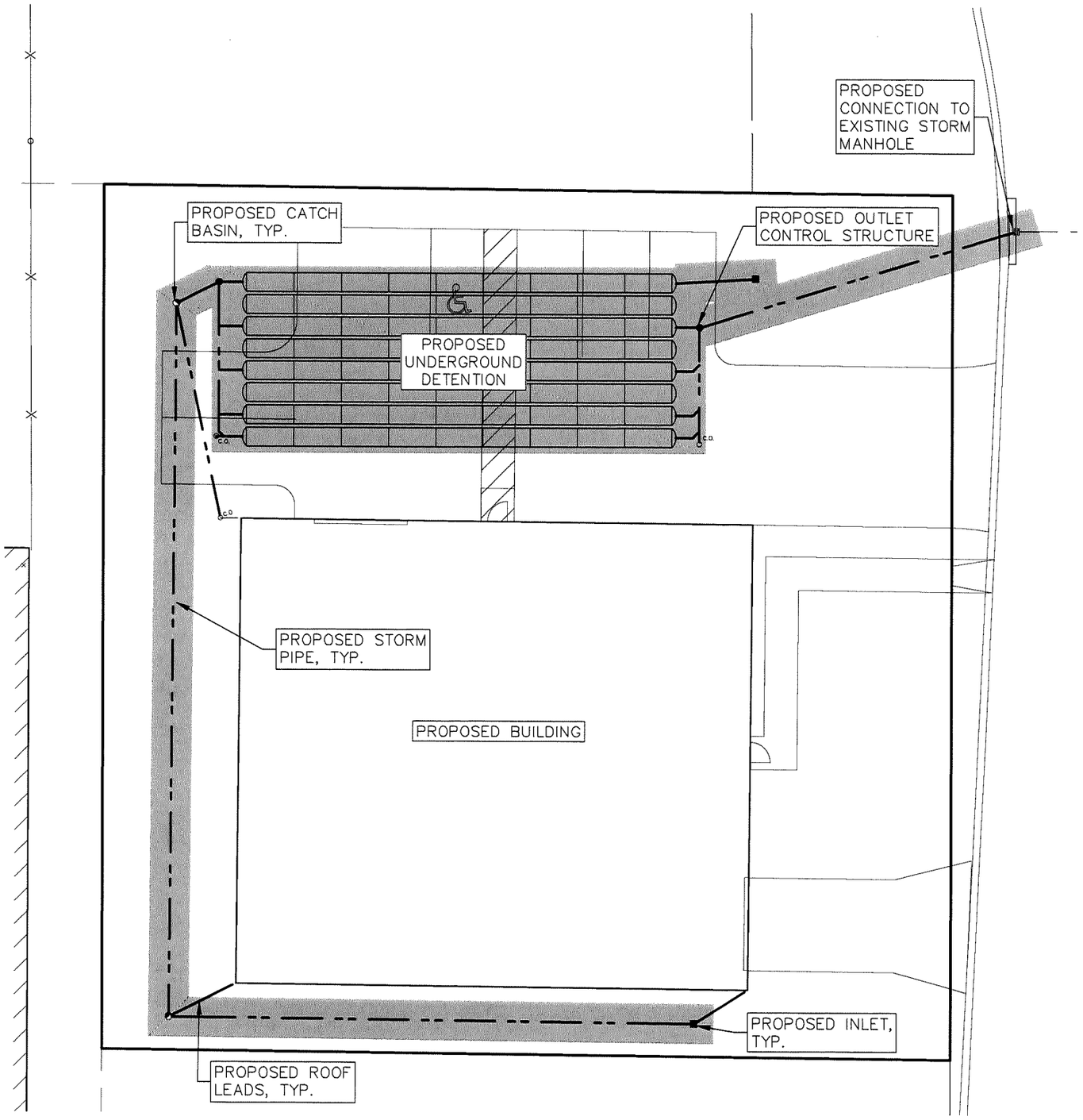
PEA GROUP
t: 844.813.2949
www.peagroup.com

S:\PROJECTS-2021+\081 GFA - BELLINGHAM\DWGS, CONSTRUCTION\STORM MAINTENANCE EXHIBITS\SWMP-EXA-21.dwg PLOT DATE: 2/13/2026 BY: Drew.Kennedy

EXHIBIT B
OVERALL STORMWATER MANAGEMENT SYSTEM SKETCH

STORM WATER WILL BE COLLECTED IN THE STORM SEWER SYSTEM. IT WILL THEN GO TO THE UNDERGROUND DETENTION BASIN WHERE IT WILL BE OUTLET TO CITY OF TROY STORM SEWER SYSTEM.

INDICATES STORM WATER MAINTENANCE RESPONSIBILITY



NORTH

GFA DEVELOPMENT, INC.
986 ELMSFORD DRIVE
TROY, MI 48083

FEBRUARY 13, 2026
24-1081

PEA GROUP
t: 844.813.2949
www.peagroup.com

S:\PROJECTS\2024-1081\GFA - BELLING\ARD\VG3 CONSTRUCTION\STORM MAINTENANCE EXHIBITS\VAR-EXB-STORMMAINT.dwg PLOT DATE: 3/4/2026 BY: Dan Kobash

EXHIBIT 'C'

OPERATIONS AND MAINTENANCE MANUAL

2299 BELLINGHAM, TROY, MI 48085

PARCEL I.D. 20-26-401-045

STORMWATER MAINTENANCE PLAN

PROPERTY OWNER:

GFA DEVELOPMENT, INC.
986 ELMSFORD DRIVE, TROY, MI. 48083

Prepared by:
PEA GROUP
1849 Pond Run
Auburn Hills, Michigan 48326
Phone: (248) 689-9090
Contact: John B. Thompson, P.E.

February 27, 2026

OPERATION AND MAINTENANCE MANUAL

INTRODUCTION:

This manual identifies the ownership, operation and maintenance responsibilities for all storm water management systems including the underground detention, storm drain conveyance system, restricted outlet, and landscaping as incorporated into and detailed on the approved Construction Plans as Prepared by PEA Group. In order to comply with the local best management practices (BMP) requirements, this manual should serve as a minimum performance standard. This manual should be retained intact and read in its entirety by all parties responsible for the operations and maintenance of the on-site BMP's.

STORMWATER MAINTENANCE EXHIBIT:

Exhibit 'B' of the Storm Water Maintenance Agreement is the Storm Water System which indicates all components of the storm water system. This system is subject to the long-term operation and maintenance responsibilities detailed in this manual. The system includes:

- Storm Sewer Pipes
- Storm Sewer Collection System & Structures (swales, manholes, inlets, catch basins, etc.)
- Outlet Control Structure
- Underground Detention System

INSPECTIONS:

The frequency of system inspections outlined in the manual and attached exhibits should be considered the minimum. Certain events may warrant additional inspections. The regularity of inspections should be adjusted as needed as system specific conditions and the rate at which certain maintenance operations need to be performed are better known. Maintenance Inspection Checklists are provided for each of the BMP's in this system. Inspections should be performed by personnel responsible for maintenance and, depending on the component being inspected, may need to be certified for confined space entry. Operation of the definition system, outlet control structures, and underground detention devices may need to be inspected by a practicing civil engineer familiar with their operation.

Records of all routine inspections and any work performed on the system for maintenance, repair, or replacement should be maintained by the owner and kept for a minimum of ten (10) years. A copy of all records should be provided to the City of Troy Engineering Division and should include this manual, all inspection sheets, approved construction plans and as-built documents, a maintenance log of work performed to the system(s) and contact information for the system inspector, civil engineer, landscape architect, geotechnical engineer and contractor involved with the system.

STORM WATER SYSTEMS MAINTENANCE:

Regular inspection and maintenance of BMP's are necessary if these facilities are to consistently perform up to expectations. Stormwater systems are expected to perform quality and quantity control functions for as long as the land use they serve exists. Failure to maintain these systems can create the following adverse impacts:

- Increased pollutants to surrounding surface water features
- Potential property damage resulting from excessive flooding.
- Potential loss of life or property resulting from catastrophic failure of the facility
- Aesthetic or nuisance conditions, such as mosquitos or reduced property values due to a degraded facility appearance.

The most common cause of stormwater system failure is the lack of adequate operation, inspection, maintenance, and management. Most of the impacts can be avoided through proper and timely inspection and maintenance which will be necessary to live up to the expectations of the general public regarding the quality of life provided by construction of these systems.

Good design and construction can reduce maintenance needs and costs, but they cannot eliminate the need altogether. Maintenance requires a long term commitment of time, money, personnel, and equipment. Monitoring the overall performance of the stormwater management system is a major aspect of any maintenance program.

The maintenance responsibilities for these systems lie with the current property owner and transfer with the property. If maintenance of the system is not performed, the City of Troy reserves the right to enter property and perform all necessary work at the property owners' cost. Refer to the *Stormwater Management Operations and Maintenance Agreement* for additional details.

General Maintenance Items:

Road Sweeping:

Routine sweeping of all paved surfaces provides a more clean appearance and removes accumulations of sediment and trash that tend to migrate into stormwater management systems during rainfall events. Road sweeping should be performed quarterly or as necessary to limit sediment and trash build-up.

Grass Mowing and Maintenance:

Mowing requirements within the right-of-way should be designed to the specific site conditions, grass types and seasonal variations in climate. Grassed areas require periodic fertilizing, de-thatching and soil conditioning in order to maintain healthy growth. Provisions will need to be made to reseed and reestablish grass cover in areas damaged by sediment accumulation, stormwater flow, erosion or other causes. Dead turf will need to be replaced after being discovered. Inspection of the grass areas and other landscaping features should be made annually.

Trash and Debris Removal:

Removal of trash and debris from all areas of the right-of-way should be performed monthly. Removal of these items will prevent damage to vegetated areas and eliminate their potential to inhibit the operation of any of the stormwater management systems. Sediment, debris, and trash that are removed and collected should be disposed of according to local, State and Federal regulations at suitable disposal and/or recycling centers.

Stormwater System Maintenance Items:

The following narratives give an overview of the maintenance requirements for the components of the stormwater system. The inspection checklists attached to this report includes a more complete explanation of what should be inspected, when inspections should occur, and the generally how often maintenance activities will be required to occur.

<u>Storm Sewer, Structures, Underground Detention and Sedimentation Control Structures:</u>

Catch basins, inlets, manholes, outlet control structures, flow control manholes, and storm sewer pipes should be inspected to check for sediment accumulation and clogging, floatable debris, dead vegetation, etc. The structures and sewers should also be observed during a wet weather event to ensure their proper operation. Accumulated sediment and debris should be removed on an annual basis or as needed by observed conditions. Structural repairs or maintenance should occur as needed. Some possible issues can be cracks, spalling, joint failure, leakage, misalignment, or settlement of structures. A civil engineer should be retained if problems are thought to exist.

EXHIBIT C
STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE PLAN

Property Information: GFA– BELLINGHAM
CITY OF TROY, OAKLAND COUNTY, MICHIGAN

Applicant/Property Owner: GFA DEVELOPMENT, INC.
3301 MIRAGE DRIVE
TROY, MI 48083
CONTACT: GARY ABITHEIRA
PHONE: 248.840.2828
EMAIL: GABITHEIRA@WIDEOPENWEST.COM

Long–Term Maintenance Plan and Schedule

Table 1 identifies the maintenance activities to be performed, organized by category (monitoring/inspections, preventative maintenance, and remedial actions). Table 1 also identifies site–specific work needed to ensure that the storm water management system functions properly as designed.

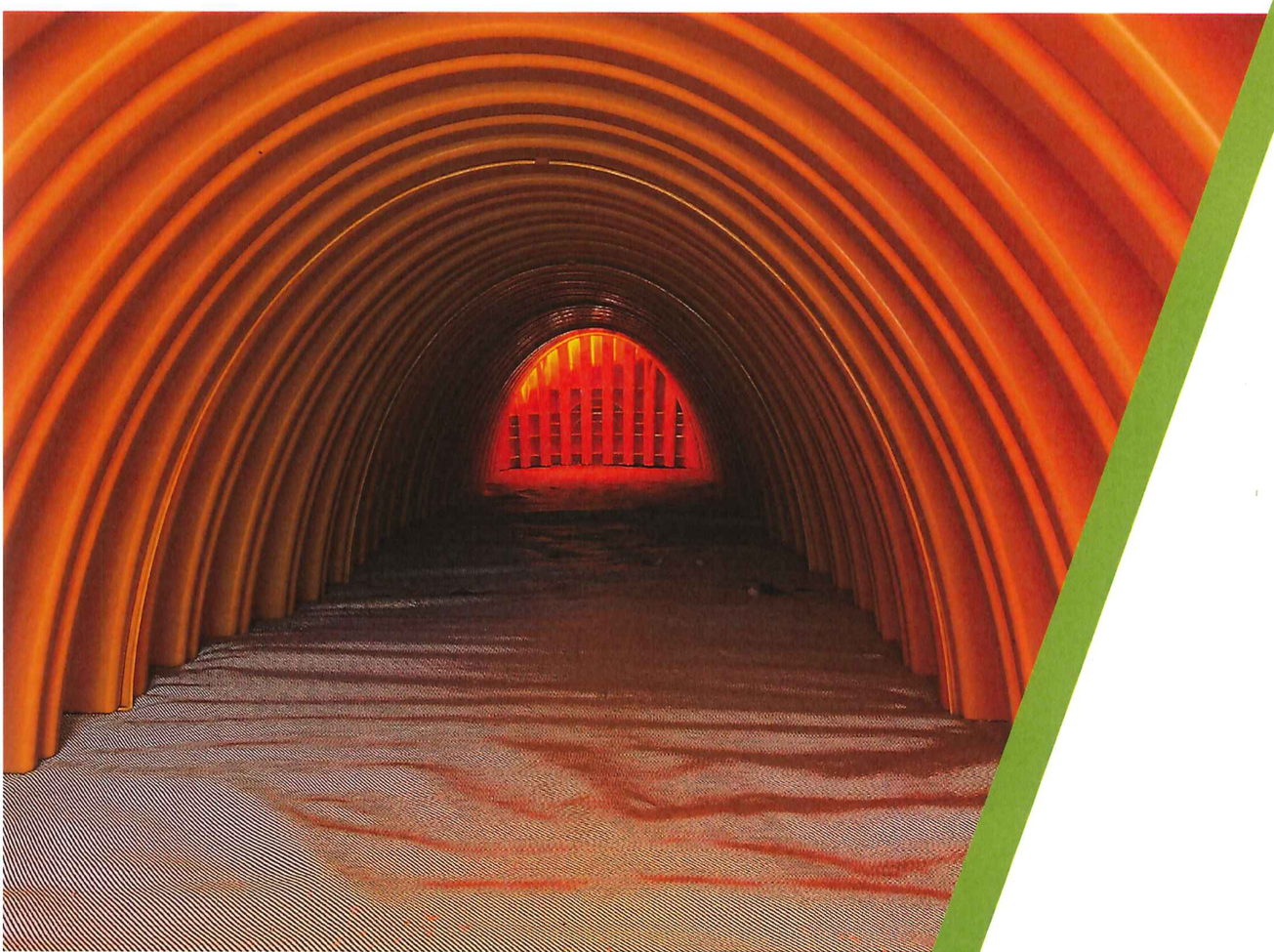
MAINTENANCE ACTIVITIES	Catch Basins, Inlets & Storm Sewers	Underground detention	Outlet Control Structures	Pavement Areas	FREQUENCY
MONITORING/INSPECTION					
Inspect for sediment accumulation**/clogging of stone filter	X	X			Annually
Inspect for floatables, dead vegetation and debris	X	X			Annually and after major events
Inspect all components during wet weather and compare to as–built plans	X	X	X	X	Annually
Monitor plantings/vegetation					2 times a year
Ensure means of access for maintenance remain clear/open	X	X	X		Annually
PREVENTIVE MAINTENANCE					
Mowing					Up to 2 times/year*
Remove accumulated sediment	X	X	X		As needed**
Remove floatables, dead vegetation and debris	X	X	X		As needed
Replace or wash/reuse stone riser debris			X		Every 3 years; more frequently if needed***
Sweeping of pavement surfaces (streets and parking areas)				X	As needed
REMEDIAL ACTIONS					
Repair/stabilize areas of erosion		X			As needed
Replace dead plantings, bushes, trees					As needed
Reseed bare areas					As needed
Structural repairs or replacement in kind	X	X	X	X	As needed
Make adjustments/repairs to ensure proper functioning	X	X	X	X	As needed
Oil and gasoline spills				X	Immediately

* NOT TO EXCEED THE LENGTH ALLOWED BY CITY ORDINANCE.

** UNDERGROUND DETENTION TO BE CLEANED WHENEVER SEDIMENT ACCUMULATES TO A DEPTH OF 6–12 INCHES OR IF SEDIMENT RESUSPENSION IS OBSERVED

*** REPLACE STONE IF IT CAN NOT BE ADEQUATELY CLEANED.

Isolator® Row Plus
O&M Manual



ADS StormTech™

The Isolator® Row Plus

Introduction

An important component of any Stormwater Pollution Prevention Plan is inspection and maintenance. The StormTech Isolator Row Plus is a technique to inexpensively enhance Total Suspended Solids (TSS), Total Phosphorus (TP), Total Petroluem Hydrocarbons (TPH) and Total Nitrogen (TN) removal with easy access for inspection and maintenance.

The Isolator Row Plus

The Isolator Row Plus is a row of StormTech chambers, either SC-160, SC-310, DC-780, SC-800, MC-3500, MC-4500 or MC-7200 models, are lined with filter fabric and connected to a closely located manhole for easy access. The fabric lined chambers provide for sediment settling and filtration as stormwater rises in the Isolator Row Plus and passes through the filter fabric. The open bottom chambers allow stormwater to flow vertically out of the chambers. Sediments are captured in the Isolator Row Plus protecting the adjacent stone and chambers storage areas from sediment accumulation.

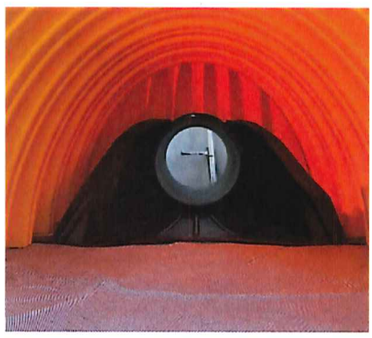
ADS Isolator Row and Plus fabric are placed between the stone and the Isolator Row Plus chambers. The woven geotextile provides a media for stormwater filtration, a durable surface for maintenance, prevents scour of the underlying stone and remains intact during high pressure jetting.

The Isolator Row Plus is designed to capture the "first flush" runoff and offers the versatility to be sized on a volume basis or a flow-rate basis. An upstream manhole provides access to the Isolator Row Plus and includes a high/low concept such that stormwater flow rates or volumes that exceed the capacity of the Isolator Row Plus bypass through a manifold to the other chambers. This is achieved with an elevated bypass manifold or a high-flow weir. This creates a differential between the Isolator Row Plus row of chambers and the manifold to the rest of the system, thus allowing for settlement time in the Isolator Row Plus. After Stormwater flows through the Isolator Row Plus and into the rest of the chamber system it is either exfiltrated into the soils below or passed at a controlled rate through an outlet manifold and outlet control structure.

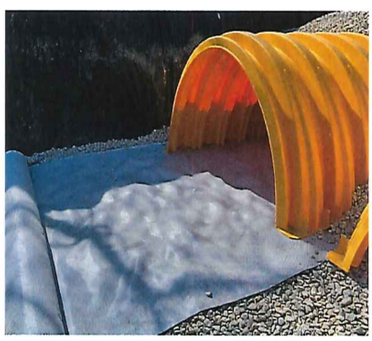
The Isolator Row Plus Flamp™ is a flared end ramp apparatus attached to the inlet pipe on the inside of the chamber end cap. The FLAMP provides a smooth transition from pipe invert to fabric bottom. It is configured to improve chamber function performance by enhancing outflow of solid debris that would otherwise collect at the chamber's end, or more difficult to remove and require confined space entry into the chamber area. It also serves to improve the fluid and solid flow into the access pipe during maintenance and cleaning and to guide cleaning and inspection equipment back into the inlet pipe when complete.

The Isolator Row Plus may be part of a treatment train system. The treatment train design and pretreatment device selection by the design engineer is often driven by regulatory requirements. Whether pretreatment is used or not, StormTech recommend using the Isolator Row Plus to minimize maintenance requirements and maintenance costs.

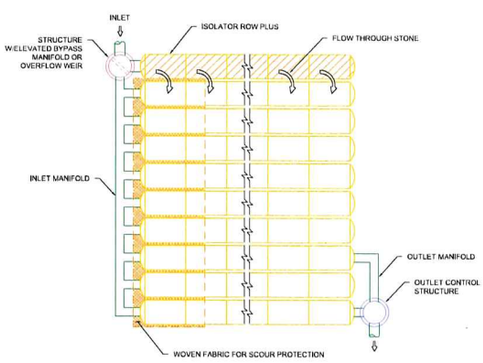
Note: *See the StormTech Design Manual for detailed information on designing inlets for a StormTech system, including the Isolator Row Plus.*



Looking down the Isolator Row Plus from the manhole opening, ADS Plus Fabric is shown between the chamber and stone base.



StormTech Isolator Row Plus with Overflow Structure (not to scale)



Isolator Row Plus Inspection/Maintenance

Inspection

The frequency of inspection and maintenance varies by location. A routine inspection schedule needs to be established for each individual location based upon site specific variables. The type of land use (i.e. industrial, commercial, residential), anticipated pollutant load, percent imperviousness, climate, etc. all play a critical role in determining the actual frequency of inspection and maintenance practices.

At a minimum, StormTech recommends annual inspections. Initially, the Isolator Row Plus should be inspected every 6 months for the first year of operation. For subsequent years, the inspection should be adjusted based upon previous observation of sediment deposition.

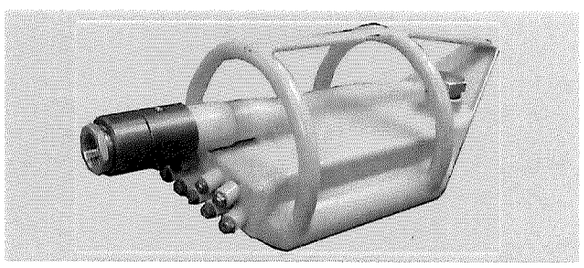
The Isolator Row Plus incorporates a combination of standard manhole(s) and strategically located inspection ports (as needed). The inspection ports allow for easy access to the system from the surface, eliminating the need to perform a confined space entry for inspection purposes.

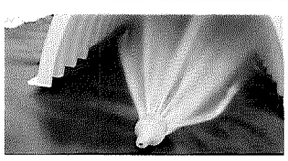
If upon visual inspection it is found that sediment has accumulated, a stadia rod should be inserted to determine the depth of sediment. When the average depth of sediment exceeds 3" (75 mm) throughout the length of the Isolator Row Plus, clean-out should be performed.

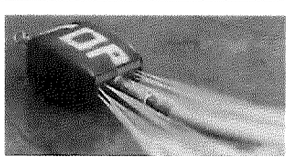
Maintenance

The Isolator Row Plus was designed to reduce the cost of periodic maintenance. By "isolating" sediments to just one row, costs are dramatically reduced by eliminating the need to clean out each row of the entire storage bed. If inspection indicates the potential need for maintenance, access is provided via a manhole(s) located on the end(s) of the row for cleanout. If entry into the manhole is required, please follow local and OSHA rules for a confined space entry.

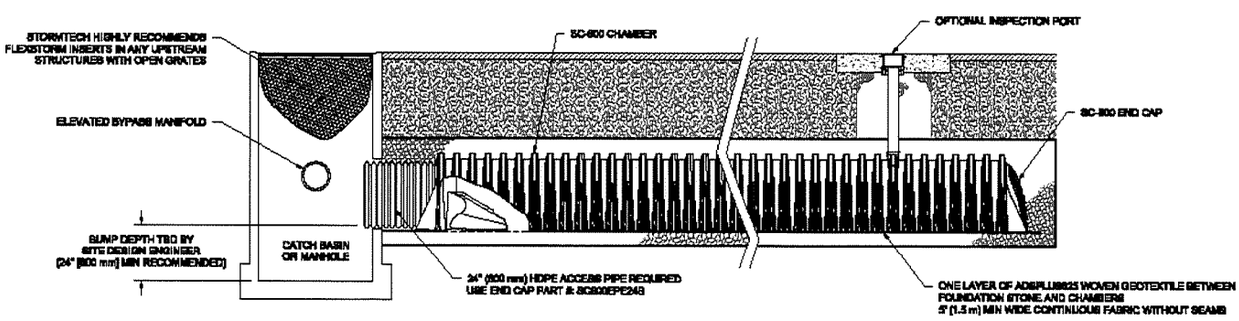
Maintenance is accomplished with the JetVac process. The JetVac process utilizes a high pressure water nozzle to propel itself down the Isolator Row Plus while scouring and suspending sediments. As the nozzle is retrieved, the captured pollutants are flushed back into the manhole for vacuuming. Most sewer and pipe maintenance companies have vacuum/JetVac combination vehicles. Selection of an appropriate JetVac nozzle will improve maintenance efficiency. Fixed nozzles designed for culverts or large diameter pipe cleaning are preferable. Rear facing jets with an effective spread of at least 45" are best. StormTech recommends a maximum nozzle pressure of 2000 psi be utilized during cleaning. JetVac reels can vary in length. For ease of maintenance, ADS recommends Isolator Row Plus lengths up to 200' (61 m). **The JetVac process shall only be performed on StormTech Isolator Row Plus that have ADS Plus Fabric (as specified by StormTech) over their angular base stone.**







StormTech Isolator Row Plus (*not to scale*)



Isolator Row Plus Step By Step Maintenance Procedures

Step 1

Inspect Isolator Row Plus for sediment.

A) Inspection ports (if present)
   i. Remove lid from floor box frame
   ii. Remove cap from inspection riser
   iii. Using a flashlight and stadia rod,measure depth of sediment and record results on maintenance log.
   iv. If sediment is at or above 3 inch depth, proceed to Step 2. If not, proceed to Step 3.

B) All Isolator Row Plus
   i. Remove cover from manhole at upstream end of Isolator Row Plus
   ii. Using a flashlight, inspect down Isolator Row Plus through outlet pipe
      1. Mirrors on poles or cameras may be used to avoid a confined space entry
      2. Follow OSHA regulations for confined space entry if entering manhole
   iii. If sediment is at or above the lower row of sidewall holes (approximately 3 inches), proceed to Step 2.
   If not, proceed to Step 3.

Step 2

Clean out Isolator Row Plus using the JetVac process.

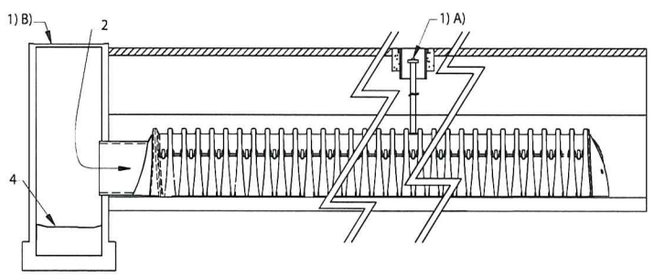
A) A fixed floor cleaning nozzle with rear facing nozzle spread of 45 inches or more is preferable
B) Apply multiple passes of JetVac until backflush water is clean
C) Vacuum manhole sump as required

Step 3

Replace all caps, lids and covers, record observations and actions.

Step 4

Inspect & clean catch basins and manholes upstream of the StormTech system.



Sample Maintenance Log

Date	Stadia Rod Readings		Sedi-ment Depth (1)–(2)	Observations/Actions	Inspector
	Fixed point to chamber bottom (1)	Fixed point to top of sediment (2)			
3/15/11	6.3 ft	none		New installation. Fixed point is CI frame at grade	DJM
9/24/11		6.2	0.1 ft	Some grit felt	SM
6/20/13		5.8	0.5 ft	Mucky feel, debris visible in manhole and in Isolator Row Plus, maintenance due	NV
7/7/13	6.3 ft		0	System jetted and vacuumed	DJM

ADS "Terms and Conditions of Sale" are available on the ADS website, www.adspipe.com
The ADS logo, StormTech®, the Isolator® Row Plus and the Green Stripe are registered trademarks of Advanced Drainage Systems, Inc.
© 2025 Advanced Drainage Systems, Inc. #11081 5/25 CS

adspipe.com
800-821-6710

ADS StormTech™

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.7.

Date: March 19, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
G. Scott Finlay, City Engineer
Larysa Figol, Sr. Right-of-Way Representative

Subject: Request for Acceptance of a Permanent Easement, Sidwell #88-20-09-426-018

History

As part of a site improvement project, the City of Troy received a permanent easement for storm sewers and surface drainage from Bogdan Bratu and Ildico Bratu, owners of the property having Sidwell #88-20-09-426-018. The property is located in the southeast ¼ of Section 9, on Virginia Street, west of Livernois.

Financial

The consideration amount on this document is $1.00.

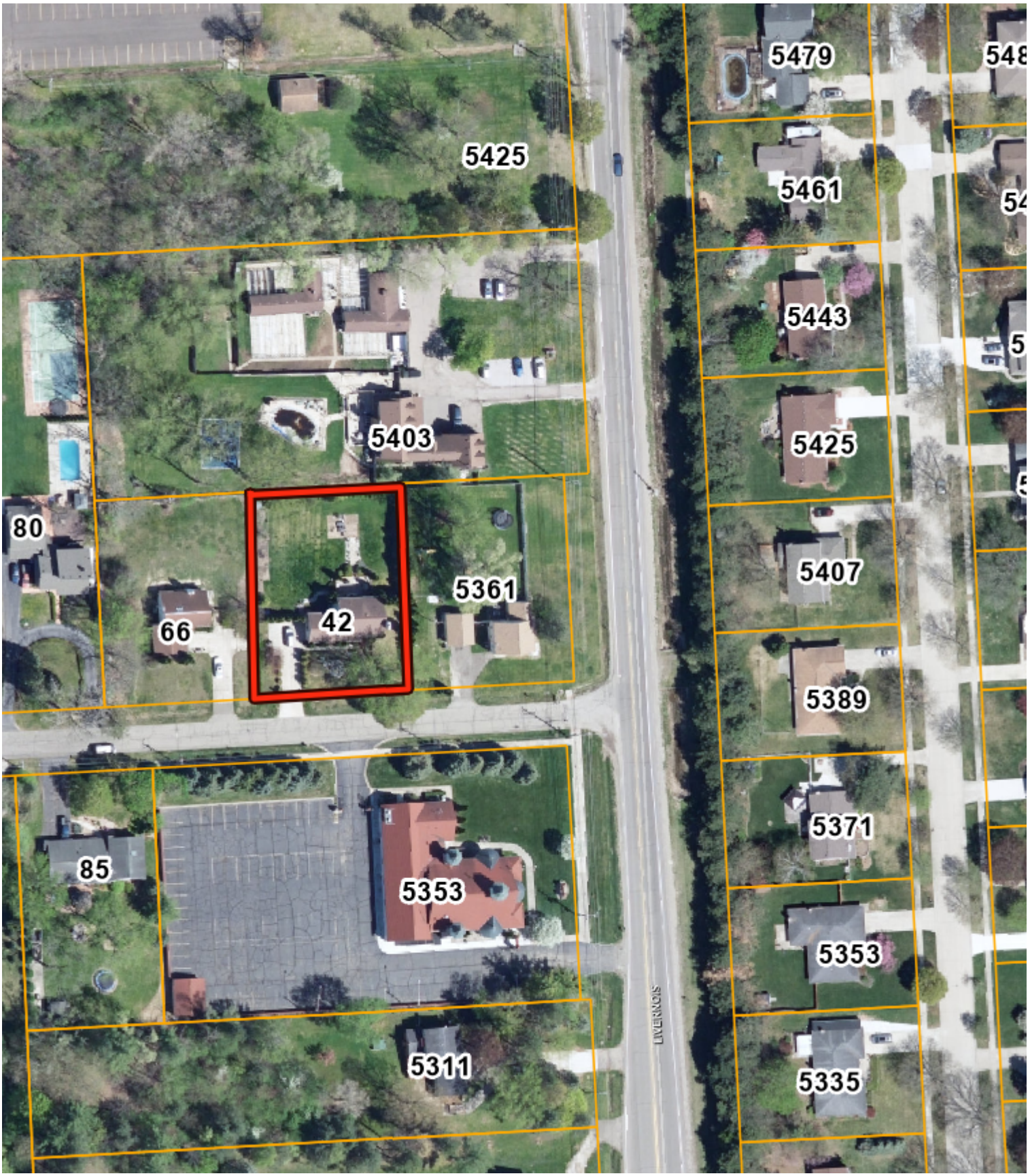
Recommendation

City Management recommends that City Council accept the attached permanent easement, consistent with our policy of accepting easements for development and improvement purposes.

Suggested Resolution:
BE IT RESOLVED, That Troy City Council hereby **ACCEPTS** a permanent easement for storm sewers and surface drainage from Bogdan Bratu and Ildico Bratu, owners of the property having Sidwell #88-20-09-426-018.

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

GIS Online



0 50 100 ft

Print Date: 3/5/2026

Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.

PERMANENT EASEMENT
FOR STORM SEWERS AND SURFACE DRAINAGE

Sidwell #88-20-09-426-018 (pt)

Bogdan Bratu and Ildico Bratu, husband and wife, Grantees, whose address is 42 Stalwart, Troy, MI 48098, for and in consideration of the sum of: One and no/100 Dollar ($1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grant(s) to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **storm sewers and surface drainage**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

The east 12.00 feet of the East 120 feet of the West 327 feet of Lot 18, Two Acre Farms Subdivision, according to the plat thereof, as recorded in Liber 28, Page 16 of Plats, Oakland County Records.

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed BLB IB signature(s)
this 23rd day of FEBRUARY A.D. 2026

By Bogdan L. Bratu (L.S.)
*Bogdan Bratu

By Ildi Bratu (L.S.)
*Ildico Bratu

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 23RD day of FEBRUARY, ~~2025~~ 2026 by Bogdan Bratu and Ildico Bratu, husband and wife.

MELISSA D SARNA
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires June 10, 2031
Acting in the County of Oakland

*

Notary Public Oakland County, Michigan
My Commission Expires 6/10/2031
Acting in Oakland County, Michigan

Prepared by: Larysa Figol, SR/WA
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.8.

Date: March 19, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Josh Jones, Chief of Police
Nate Gobler, Police Captain

Subject:

History

The Oakland County Narcotic Enforcement Team (NET) is a multi-jurisdictional drug enforcement task force charged with the responsibility of investigating drug trafficking within Oakland County and Southeastern Michigan. The purpose of the task force is to detect and apprehend persons who violate narcotic and drug laws.

- The Troy Police Department provides a full-time investigator for participation in NET.
- Oakland County has entered into a Grant agreement with the Michigan HIDTA whereby NET investigators are eligible to receive reimbursement for qualifying NET-related costs, including overtime costs.
- A resolution by the City Council exercising approval of the attached 2026 HIDTA Grant Subrecipient Agreement between Oakland County and City of Troy is required for purposes of receiving reimbursement of qualifying overtime.

Financial

There is no anticipated negative financial impact on the city.

Recommendation

City management recommends approval of the 2026 HIDTA Grant Sub-recipient Agreement between Oakland County and City of Troy.

Legal Review

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.

Suggested Resolution:
WHEREAS, The Oakland County Narcotic Enforcement Team (NET) is a multi-jurisdictional drug enforcement task force charged with the responsibility of investigating drug trafficking within Oakland County and Southeastern Michigan. The purpose of the task force is to detect and apprehend persons who violate narcotic and drug laws; and,

WHEREAS, Troy Police Department provides a full-time investigator for participation in NET; and,

WHEREAS, NET has entered into a Grant agreement with the Michigan High Intensity Drug Trafficking Area of the United States Office of National Drug Control Policy whereby NET investigators are eligible to receive reimbursement for qualifying NET-related costs, including overtime costs; and,

WHEREAS, a Subrecipient Agreement between Oakland County and City of Troy is required for purposes of receiving reimbursement for qualifying costs associated with the Troy PD investigator assigned to NET:

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the attached 2026 HIDTA Grant Subrecipient Agreement between Oakland County and City of Troy;

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Chief of Police to sign the 2026 HIDTA Grant Subrecipient Agreement between Oakland County and City of Troy, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

PROGRAM YEAR 2026
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
SUBRECIPIENT AGREEMENT BETWEEN
THE COUNTY OF OAKLAND AND CITY OF TROY
Unique Entity Identifier (UEI) #: QYPCKM4J5K81

This Agreement is made between Oakland County, a Constitutional Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County") and City of Troy, 500 W. Big Beaver Rd., Troy, MI 48084, a Michigan Municipal Corporation ("Municipality"). The County and Municipality shall be collectively referred to as the "Parties."

PURPOSE OF AGREEMENT.

The Parties enter into this Agreement for the purpose of delineating their relationship and responsibilities regarding the County's use of Grant funds (defined below) to reimburse the Municipality for overtime expenses that it incurred related to its participation in the Oakland County Narcotic Enforcement Team ("N.E.T."), a multijurisdictional drug enforcement task force under the direction and supervision of the Oakland County Sheriff's Office ("OCSO").

Under the Parties' separate N.E.T. agreement, the Municipality is responsible for providing a full-time employee for participation in N.E.T. and for all costs associated with that employment, including overtime.

The County, as the legal entity that administers N.E.T., submitted an Initiative Description and Budget Proposal (Exhibit A) to the Executive Board for Michigan HIDTA requesting the United States Office of National Drug Control Policy ("ONDCP") to grant N.E.T. an award for program year (PY) 2026 to reimburse N.E.T. participating agencies for eligible law enforcement officer overtime. PY 2026 begins January 1, 2026, and ends December 31, 2026.

If ONDCP grants N.E.T. an award for PY 2026, the ONDCP disburses the HIDTA grant funds to the City of Novi. To receive the Grant funds for overtime costs, N.E.T. must submit requests for reimbursement with the required supporting documentation to Michigan HIDTA. If Michigan HIDTA approves the N.E.T. overtime reimbursement requests, the City of Novi should distribute the Grant funds to County on behalf of N.E.T. The County has the authority to allocate a portion of the Grant funds to reimburse the Municipality for qualifying overtime costs subject to the terms and conditions of this Agreement.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS**. The following terms, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows:

1.1. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by, or asserted against the County or Municipality, or the County's or Municipality's agents or employees, whether such claim is brought in law or equity, tort, contract, or otherwise.

1.2. **Grant funds** mean the funds that may be awarded to the County and the other participating agencies in N.E.T. pursuant to Michigan HIDTA Initiative Description and Budget Proposal Version 2026 (Exhibit A) submitted to Michigan HIDTA by County on behalf of itself and the other participating agencies in N.E.T.

2. EXHIBITS. The Exhibits listed below are incorporated and are part of this Agreement.

2.1. **Exhibit A** – Michigan HIDTA Initiative Description and Budget Proposal Version 2026.

2.2. **Exhibit B** - Template Request for HIDTA Overtime Reimbursement (Locals to County).

2.3. **Exhibit C** – Sample letter regarding notification of current overtime pay rate.

2.4. **Exhibit D** – Sample overtime slip, signed by the officer's supervisor that supports each Request for HIDTA Overtime Reimbursement.

2.5. **Exhibit E** – Sample paystub or payroll report that supports each Request for HIDTA Overtime Reimbursement.

3. FEDERAL AWARD PROJECT DESCRIPTION.

3.1. Catalog of Federal Domestic Assistance ("CFDA") #: 95.001

3.2. Federal Awarding Agency: United States Office of National Drug Control Policy ("ONDCP")

3.3. Program: High Intensity Drug Trafficking Areas (HIDTA)

3.3.1. HIDTA Objective: To reduce drug trafficking and drug production in the United States by: (A) facilitating cooperation among Federal, State, local, and tribal law enforcement agencies to share information and implement coordinated enforcement activities; (B) enhancing law enforcement intelligence sharing among Federal, State, local, and tribal law enforcement agencies; (C) providing reliable law enforcement intelligence to law enforcement agencies needed to design effective enforcement strategies and operations; and (D) supporting coordinated law enforcement strategies which maximize use of available resources to reduce the supply of illegal drugs in designated areas and in the United States as a whole.

3.4. Period of Performance: January 1, 2026, through December 31, 2026.

3.5. The Federal Award Identification Number (FAIN) is provided in the HIDTA Grant Agreement between ONDCP and the City of Novi, which is incorporated into this Agreement by reference.

4. USE OF HIDTA FUNDS.

4.1. The total amount of the federal award for overtime costs committed to the Municipality and obligated by this action by the County to the Municipality is not to exceed **$6,600.00** for each participating law enforcement officer unless otherwise provided herein. That amount is based on the number of N.E.T participating agencies and eligible law enforcement officers at the time this Agreement was executed by both Parties. If the number of N.E.T participating agencies and/or eligible law enforcement officers changes during the term of this Agreement, the total amount of the federal award for overtime costs committed to the Municipality and obligated by this action by the County to the Municipality amount may change as funds are available on a pro rata basis. Such commitment and obligation for overtime costs is contingent upon the ONDCP awarding the Grant funds to N.E.T and the City of Novi reimbursing the County.

4.2. The County will reimburse the Municipality up to **$6,600.00** for each participating law enforcement officer for qualifying N.E.T.-related overtime unless otherwise provided herein. That amount is based on the number of N.E.T participating agencies and eligible law enforcement officers at the time this Agreement was executed by both Parties. If the number of N.E.T participating agencies and/or eligible law enforcement officers changes during the term of this Agreement, the maximum reimbursement amount may change as funds are available on a pro rata basis. Such reimbursement shall only be made after the supporting documentation is submitted by the Municipality and approved by the County, as described in Paragraph 5.1. Such reimbursement is contingent upon the ONDCP awarding the grant funds to N.E.T and the City of Novi reimbursing the County.

4.2.1. HIDTA funds shall be used to pay overtime only if the overtime was performed in support of a HIDTA-designated Enforcement initiative or Intelligence and information Sharing Initiative. HIDTA funds shall not be used to pay overtime related to training attendance, financial management, drug treatment, drug demand reduction or prevention, or non-investigative related administrative work.

4.2.2. No HIDTA funds shall be used to supplant the Municipality's funds that would otherwise be made available for the same purposes.

4.3. There is no research and development performed pursuant to this Agreement.

4.4. No indirect costs shall be charged or reimbursed under performance of this Agreement.

5. REIMBURSEMENT OF ELIGIBLE N.E.T. OVERTIME.

5.1. To request reimbursement for eligible N.E.T. overtime costs, the Municipality shall submit to the County the documentation described in the following subparagraphs no later than thirty (30) days after PY 2026 has expired. If the County, in its sole discretion, determines that the

documentation submitted by the Municipality does not reconcile, then the Municipality shall provide any additional documentation requested by the County in order to process payment.

5.1.1. A fully completed and signed Request for HIDTA Overtime Reimbursement attached as Exhibit B.

5.1.2. A letter substantively similar to the sample letter regarding notification of current overtime pay rate attached as Exhibit C.

5.1.3. Overtime slips, signed by the officer's supervisor, that support each Request for HIDTA Overtime Reimbursement. The overtime slips shall be substantively similar to the sample overtime slip attached as Exhibit D.

5.1.4. The paystub or payroll report that supports each Request for HIDTA Overtime Reimbursement. The paystub or payroll report shall be substantively similar to the sample paystub attached as Exhibit E.

5.2. County will only reimburse Municipality for approved overtime costs after County has received the Grant funds from the City of Novi for that particular reimbursement request.

6. GENERAL COMPLIANCE.

6.1. The Municipality shall comply with to 28 C.F.R. Part 69 (New Restrictions on Lobbying) and 2 C.F.R. Part 25 (Universal Identifier and System of Award Management).

6.2. The Municipality shall comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180.

6.3. The Municipality shall perform all activities in accordance with The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

6.4. The Municipality shall comply with ONDCP's HIDTA Program Policy and Budget Guidance, all other applicable Federal, state, and local laws and regulations, and the terms and conditions contained in this Agreement.

6.5. The Municipality shall comply with all applicable requirements for subrecipients that are provided in the HIDTA Grant Agreement between ONDCP and the City of Novi. The HIDTA Grant Agreement between ONDCP and the City of Novi will be provided to the Municipality within a reasonable time after the County receives a copy of it.

6.6. As specified in the HIDTA Program Policy and Budget Guidance, the Municipality must:

6.6.1. Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

6.6.2. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.

6.6.3. Evaluate and monitor compliance with applicable statute and regulations, and the terms and conditions of the Federal award.

6.6.4. Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

6.6.5. Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or the Municipality designates consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

7. FINANCIAL ACCOUNTABILITY AND AUDIT REQUIREMENTS.

7.1. The Municipality shall maintain standards of financial accountability that conform to 2 C.F.R. §200.302 (Financial Management) and 2 C.F.R. §200.303 (Internal Controls).

7.2. The Municipality shall comply with audit requirements contained in 2 C.F.R. Part 200, Subpart F, which requires the Municipality to have an annual audit conducted within nine (9) months of the end of their fiscal year, if the Municipality has an aggregate expenditure of more than $750,000 in federal funds in a fiscal year. Any deficiencies noted in audit reports must be fully cleared by the Municipality within thirty (30) days after receipt of same. The Grant funds spent by the County on behalf of the Municipality for training expenses shall be included on the Schedule of Expenditures of Federal Awards if the Municipality is required to have a single audit performed. Municipalities that are exempt from the Single Audit requirements that receive less than $750,000 of total Federal funding must submit a Financial Statement Audit prepared in accordance with Generally Accepted Auditing Standards ("GAAS") if the audit includes disclosures that may negatively impact the HIDTA program including, but not limited to fraud, financial misstatements, and violations of any contract or grant provisions. The County shall have the right to review and audit all records of the Municipality pertaining to any payment by the County.

8. CONFLICT OF INTEREST.

8.1. The Municipality shall comply with the following ONDCP conflict of interest policies:

8.1.1. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.

8.1.2. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.

8.1.3. If you have a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

9. MANDATORY DISCLOSURE.

9.1. As a non-Federal entity, the Municipality must disclose, in a timely manner, in writing to ONDCP all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII "Award Term and Condition for Recipient Integrity and Performance Matters," are required to report certain civil, criminal, or administrative proceedings to System for Award Management (SAM). Failure to make required disclosures can result in remedies such as: temporary withholding of payments pending correction of the deficiency, disallowance of all or part of the costs associated with noncompliance, suspension, termination of award, debarment, or other legally available remedies outlined in 2 CFR 200.338 "Remedies for Noncompliance".

10. RECORD RETENTION.

10.1. The Municipality shall comply with the record retention provisions of 2 C.F.R. 200.333 (Retention requirements for records).

10.2. The Municipality should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper in accordance with 2 C.F.R. 200.335 (Methods for collection, transmission and storage of information).

11. ACCESS TO RECORDS.

11.1. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the County, or any of their authorized representatives, have the right of access to any documents, papers, or other records of the Municipal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Municipality's personnel for the purpose of interview and discussion related to such documents. The right of access to the Municipality's records is not limited to the required retention period but last as long as the records are retained.

11.2. The Municipality shall permit the County and auditors to have access to the Municipality's records and financial statements as necessary for the County to meet the requirements of 2 C.F.R. Part 200.

12. TERM.

12.1. This Agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party, and when the Agreement is filed according to MCL 124.510. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party. This Agreement shall end on December 31, 2026.

13. ASSURANCES.

13.1. Each Party shall be responsible for its own acts and the acts of its employees and agents, the costs associated with those acts, and the defense of those acts.

13.2. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

13.3. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws, and requirements applicable to its activities performed under this Agreement.

14. TERMINATION OF AGREEMENT.

14.1. This Agreement may be terminated in whole or in part as follows:

14.1.1. by the County, if the Municipality fails to comply with the terms and conditions of this Agreement;

14.1.2. by the County for cause;

14.1.3. by the County with the consent of the Municipality, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

14.1.4. by the Municipality upon sending to the County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the County determines in the case of partial termination that the reduced or modified portion of the subaward will not accomplish the purpose for which this Agreement was made, the County may terminate the Agreement in its entirety.

14.2. The County must provide to the Municipality a notice of termination. Written suspension or notice of termination will be sent to the Municipality's business address. If this Agreement is terminated or partially terminated, both the County and the Municipality remain responsible for compliance with the requirements at 2 CFR 200.343 Closeout and 2 CFR 200.344 Post-closeout Adjustments and Continuing Responsibilities.

15. CLOSEOUT.

15.1. The County shall close-out this Agreement when it determines that all applicable administrative actions and all required work under this Agreement have been completed by Municipality.

15.2. The Municipality shall comply with the closeout provisions of 2 C.F.R. 200.343 (Closeout).

16. POST-CLOSEOUT ADJUSTMENTS AND CONTINUING RESPONSIBILITIES.

16.1. The closeout of this Agreement does not affect any of the following:

16.1.1. The right of County to disallow costs and recover funds on the basis of a later audit or other review. The County must make any cost disallowance determination and notify the Municipality within the record retention period;

16.1.2. The obligation of the Municipality to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;

16.1.3. Audit requirements in Subpart F—Audit Requirements of 2 C.F.R. Part 200.

16.1.4. Records retention as required in Subpart D—Post Federal Award Requirements of this part, §200.333 Retention requirements for records through §200.337 Restrictions on public access to records.

17. REMEDIES FOR NONCOMPLIANCE.

17.1. If the Municipality fails to comply with federal statutes, regulations, or the terms and conditions of this Agreement, the County may impose additional conditions, as described in 2 CFR §200.207 Specific Conditions. If the County determines that noncompliance cannot be

remedied by imposing additional conditions, the County may take one or more of the following actions, as appropriate in the circumstances:

17.1.1. temporarily withhold cash payments pending correction of the deficiency by the Municipality or more severe enforcement action by the County;

17.1.2. disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;

17.1.3. wholly or partly suspend or terminate the Agreement;

17.1.4. recommend that the Federal awarding agency initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations;

17.1.5. withhold further funds for the project or program;

17.1.6. take other remedies that may be legally available.

18. NO THIRD-PARTY BENEFICIARIES. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.

19. DISCRIMINATION. The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.

20. PERMITS AND LICENSES. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.

21. RESERVATION OF RIGHTS. This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.

22. DELEGATION/SUBCONTRACT/ASSIGNMENT. Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

23. NO IMPLIED WAIVER. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement.

No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

24. SEVERABILITY. If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

25. CAPTIONS. The section and subsection numbers and captions in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers and captions shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

26. NOTICES. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

26.1. If Notice is sent to the County, it shall be addressed and sent to: Oakland County Board of Commissioners Chairperson, 1200 North Telegraph, Pontiac, Michigan 48341, with a copy to Oakland County Sheriff's Office, Sheriff Fiscal Officer, 1200 N. Telegraph, Bldg. 38E, Pontiac, Michigan 48341.

26.2. If Notice is sent to the Political Subdivision, it shall be addressed to: City of Troy.

26.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.

27. CONTACT INFORMATION.

County of Oakland	**City of Troy**
Lieutenant Bryan Wood Investigative & Forensic Services Division Narcotics Enforcement Team Office: 248-858-1722 Fax: 248-858-1754 Email: woodb@oakgov.com	Chief Josh Jones Troy Police Department Phone: 248-524-3477 Fax:248-524-9023 Email: jonesj@troymi.gov

28. GOVERNING LAW. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan, without regard to Michigan's conflict of laws provisions.

29. **AGREEMENT MODIFICATIONS OR AMENDMENTS**. Any modifications, amendments, rescissions, waivers, or releases to this Agreement must be in writing and executed by both Parties.

30. **ENTIRE AGREEMENT**. This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Agreement, and hereby accepts and binds the County to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
David T. Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____
Printed Name:
Title:

IN WITNESS WHEREOF, _____, acknowledges that he/she has been authorized by a resolution of the Municipality's governing body, a certified copy of which is attached, to execute this Agreement, and hereby accepts and binds the Municipality to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
Printed Name:
Title:

WITNESSED: _____ DATE: _____
Printed Name:
Title:

Exhibit A

Michigan HIDTA

PERFORMANCE MANAGEMENT PROCESS

Initiative Description and Budget Proposal

Must complete using Adobe Acrobat

All HIDTA Initiatives must complete an **Initiative Description and Budget Proposal (IDBP)** annually. If you have questions, contact Deputy Director David Molloy or PMP Coordinator Paula Coon.

Email completed **IDBP** with **FMS Budget Sheet** to:

Deputy Director David Molloy
dmolloy@mi.hidta.net
248-921-2693

PMP Coordinator Paula Coon
pcoon@mi.hidta.net
586-839-7214

The IDBP is due each year in February. Specific Due Date will be provided to you during the last Task Force Commanders meeting each year.

Initiative/Task Force Name:	**NET – Oakland County Narcotics Enforcement Team**
Program Proposal Year:	**2026**
Task Force Commander's Name:	**D/Lt. Bryan Wood**
Task Force Commander's Phone:	**(248) 858-1722**
Task Force Commander's E-mail:	**woodb@oakgov.com**

Lead Agency: **Oakland County Sheriff's Office**

Location of Initiative (City): **Pontiac**

Total Dollar Amount Requested: **$132,300**

Explain the mission of the initiative and provide a detailed explanation of the specific threat/s identified in the Michigan HIDTA Annual Threat Assessment.

Initiative Purpose

The Oakland County Narcotic Enforcement Team (NET) is a cooperative partnership of federal, county, and local law enforcement agencies in Oakland County, Michigan. NET is led by the Oakland County Sheriff's Office (OCSO) and collocated at the OCSO in Pontiac, MI.

- NET focuses on mid- to upper-level Drug Trafficking Organizations (DTOs) operating in Oakland County.
- NET supports street-level investigative operations targeting illegal drug trafficking of cocaine, crack cocaine, methamphetamine, fentanyl, heroin, and controlled prescription drugs.

Threat Priorities

- Regional and local DTOs are the primary drug trafficking threats in the NET Area of Responsibility (AOR). DTOs transport cocaine, heroin, fentanyl, and methamphetamine into Oakland County.
- Fentanyl and fentanyl mixed with other narcotics continue to be the most lethal category of illicit substances misused in Oakland County.
- Fentanyl/Opioid-related overdose deaths remain at high levels in Oakland County.
- NET has observed a substantial increase in methamphetamine distribution and use in Oakland County.
- Cocaine has become a resurgent threat and is widely available throughout the county.
- Controlled prescription drugs remain an area of concern.
- Most illegal narcotics remain in Oakland County being distributed by local DTOs and eventually consumed by users.

Investigative Approach

- NET will leverage HIDTA funds to support investigative services.
- Drug seizures will be thoroughly investigated by NET investigators to:
  - Trace seizures back to source(s) of supply.
  - Assist investigators in ultimately disrupting and dismantling DTOs.
- NET investigators monitor DTO trafficking patterns and share information with our federal law enforcement partners.
- NET's primary focus is investigations into upper- and mid-level DTOs to identify, disrupt and dismantle their illicit drug trafficking operations.
- When a DTO is identified as a multi-state or international organization, intelligence is provided to DEA for investigation and federal prosecution.

Detailed, Itemized Budget Request

HIDTA FUNDS REQUESTED FOR 2026 - $132,300

OVERTIME - $119,700

Investigative/Law Enforcement - $119,700

19 State/Local Task Force Officers x $6,300 = $119,700

SERVICES - $12,600

Communications/Data Lines - $12,600

24 Cell phone service x $43.75/month x 12 months = $12,600

TOTAL HIDTA FUNDS REQUESTED FOR 2026 - $132,300

Areas of Operation (Designated Counties)

Oakland County

Threat Focus (Check all that Apply)

Organization Focus

- ☐ International DTO Focus
- ☑ Multi-State DTO Focus
- ☑ Local DTO Focus
- ☐ Gang Focus
- ☐ International MLO Focus
- ☐ Multi-State MLO Focus
- ☐ Local MLO Focus
- ☐ Fugitive Focus

Interdiction Modalities

- ☐ Air
- ☐ Rail
- ☑ Highway
- ☐ Maritime
- ☐ N/A
- ☑ Parcel (Commercial)
- ☑ Parcel (Postal)
- ☐ Other (Specify)

Drug Focus

- ☑ Cocaine/Crack
- ☑ Fentanyl
- ☑ Heroin
- ☑ Methamphetamine
- ☐ Marijuana
- ☐ Other (Specify)

Initiative Compliance

Does the initiative provide information to the HIDTA Investigative Support Center and ancillary intelligence initiatives as requested?

☑ Yes ☐ No

Is this initiative a multi-agency effort comprised of Federal, state, local, and tribal law enforcement personnel who are assigned full-time, collocated, and commingled?

☑ Yes ☐ No

Does this initiative use HIDTA funds to fund all or part of the salary (not including overtime) of a state or local law enforcement officer?

☐ Yes ☑ No

Does this initiative use the HIDTA's ISC and/or ancillary intelligence and information sharing initiative for event and target/investigative information deconfliction?

☑ Yes ☐ No

Expected Outputs

Predicting Expected Outputs: When developing your expected outputs, please ensure you take into consideration your past 2-3 year performance averages. ONDCP refers to these averages when evaluating future performance target numbers.

Predict the number of DTOs and MLOs you expect to disrupt or dismantle during the Program Year. Your performance targets **should be aggressive but reasonably attainable**, considering expected staffing and funding. Your initiative's performance is compared to how successfully it attained its predicted goals.

Number of **DTOs** expected to be disrupted or dismantled for this Program Year	**5**
Number of **MLOs** expected to be disrupted or dismantled for this Program Year	**0**
Number of Cases Provided Analytical Support Projected for this Program Year	**5**
Number of Fugitives Apprehended Projected for this Program Year	**10**

Agency/Department Positions

Summarize staffing levels you confidently expect to support your team for the Program Year. Be certain to include your Admin Support, Analysts, Investigators, Property Mgrs., Financial Contractors, etc. The **HIDTA Funded box** should be marked YES **ONLY** when HIDTA funding supports the salary/wages for the listed position.

Position Rank / Title	Agency / Department	Number of Positions	Full Time / Part Time	HIDTA Funded (Y/N)	Collocated (Y/N)	Notes
Auditor	Oakland County Sheriff	1	Full Time	N	Y	
Sergeant	Oakland County Sheriff	3	Full Time	N	Y	
Property Tech	Oakland County Sheriff	1	Full Time	N	Y	
Deputy	Oakland County Sheriff	1	Part Time	N	Y	
Lieutenant	Oakland County Sheriff	1	Full Time	N	Y	
Deputy	Oakland County Sheriff	6	Full Time	N	Y	
Sheriff Administrative Specialist	Oakland County Sheriff	1	Full Time	N	Y	
Officer	West Bloomfield Police Dept	1	Full Time	N	Y	
Officer	Troy Police Dept	1	Full Time	N	Y	
Officer	Royal Oak Police Dept	1	Full Time	N	Y	
Officer	Rochester Police Dept	1	Full Time	N	Y	
Officer	Hazel Park Police Dept	1	Full Time	N	Y	
Officer	Farmington Hills Police Dept	1	Full Time	N	Y	
Officer	Birmingham Police Dept	1	Full Time	N	Y	
Officer	Auburn Hills Police Dept	1	Full Time	N	Y	
Officer	Bloomfield Township Police Dept	1	Full Time	N	Y	
Officer	Ferndale Police Dept	1	Full Time	N	Y	
Special Agent	US Dept of Homeland Security	2	Full Time	N	Y	
Intelligence Analyst	US Army National Guard	1	Full Time	N	Y	
Investigator	Oakland County Prosecutor's Office	1	Full Time	N	Y	

Michigan HIDTA

Request for HIDTA **Overtime** Reimbursement

ONE FORM PER OFFICER

Exhibit B

Michigan HIDTA
Mary Szymanski - Financial Manager
FAX: 248.356.6513
mszymanski@mi.hidta.net

REGULAR OVERTIME

OFFICER'S NAME AND RANK

HOME DEPARTMENT NAME

PHONE NUMBER

MAILING ADDRESS

FEDERAL TAX ID OR MSP INDEX/PCA

REQUESTING OFFICER IS REQUIRED TO TYPE HIS/HER NAME IN THE BLUE BORDERED BOX BELOW. By typing my name in the box below, I certify that this overtime was incurred pursuant to HIDTA-related investigations on the dates and in the amounts listed.

APPROVING TASK FORCE COMMANDER IS REQUIRED TO TYPE HIS/HER NAME IN THE RED BORDERED BOX BELOW: By typing my name in the box below, I certify I received this overtime request from the Requesting Officer, and have reviewed and approved after determining it to be in compliance with ONDCP Program Policy as previously provided to me.

ITEM #	COMPLAINT #	DATE OT WORKED	# OT HOURS WORKED	OT HOURLY RATE	TOTAL ENTRY COST	LOCATION: Address, City/Township/County
	OVERTIME APPROVED FOR STATE/LOCAL OFFICERS ONLY. LIMIT PER OFFICER IS $8,000 ANNUALLY AS PER MICHIGAN HIDTA PROGRAM POLICY.					
	FEDERAL PARTICIPANTS ARE NOT ELIGIBLE TO RECEIVE HIDTA OVERTIME.					
1					$0.0000	
2					$0.0000	
3					$0.0000	
4					$0.0000	
5					$0.0000	
6					$0.0000	
					$0.0000	

ITEM #	**PROVIDE A BRIEF DETAIL OF THE CORRESPONDING ITEM # FROM THE TABLE ABOVE.**
1	
2	
3	
4	
5	
6	

THIS INFORMATION IS CONFIDENTIAL. DISCLOSURE OF CONFIDENTIAL INFORMATION IS PROTECTED BY THE FEDERAL PRIVACY ACT.

Revised August 2019

YOUR AGENCY LETTERHEAD

January 17, 2022

Director
Michigan HIDTA
26211 Central Park Blvd.
Southfield, MI 48076

Dear Director:

Please accept this correspondence as notification of the current pay rate for the listed ADD YOUR AGENCY NAME police officer assigned to the Oakland County Narcotic Enforcement Team (NET). The rate became effective July 1, 2021.

Parent Agency:	ADD YOUR AGENCY NAME
Employee Name/Rank:	ADD OFFICER'S NAME AND RANK
Regular Pay Rate:	OFFICER'S REGULAR HOURLY RATE
Overtime Pay Rate:	OFFICER'S OVERTIME HOURLY RATE

As requested, the overtime rate listed does not include any fringe benefits, such as retirement, FICA, etc. Please contact my office if additional information is required.

Sincerely,

Please Note: This document is used for illustrative purposes only and the required documentation does not have to be the same, but must contain the same elements.
Required: Overtime slip signed by officer's supervisor. This item should include name, date, and overtime hours associated with HIDTA. The overtime rate should also be included unless provided in the paystub or payroll report.

[redacted] TIME SHEET

DATE	HOURS	OVERTIME	NET#
07/11/2016	08:30-16:30		
07/12/2016	08:30-16:30		
07/13/2016	08:30-16:30		
07/14/2016	08:30-16:30		
07/15/2016	08:30-16:30		
08/01/2016	15:00-23:00		
08/02/2016	15:00-23:00		
08/03/2016	14:00-00:00	2hour	16-net-419
08/04/2016	14:00-23:00	1hour	IR-16-263
08/05/2016	03:00-07:00	4hour	IR-16-264
08/05/2016	15:00-23:00		

APPROVED
8/16/16
[redacted]

APPROVING SIGNATURE: [redacted]

[redacted]

OVERTIME IN RED HAS BEEN TAKEN AS NET TIME (COMP)
OVERTIME IN GREEN HAS BEEN SUBMITED FOR MJ OT GRAMP

Please sign and return.

Please Note: This document is used for illustrative purposes only and the required documentation does not have to the same, but must contain the same elements.

Exhibit E

Required: Pay stub or payroll report containing the same information as pay stub. If the paystub does not indicate the overtime rate of pay, then please include with the overtime slip.

[redacted]

Pay Period Ending On: 08/07/2016
Check #: [redacted]
Check Date: 08/12/2016
Primary Rate: 31.2962
Witholding Rate: 00
Federal Allowances: 0

PAYCODE_ID	HOURS	OT HOURS	GROSS	YTD
LONGEVITY_PS	0.00	0.00	0.00	350.00
SALARY	80.00	7.00	2,832.31	41,498.79
TRAINING_PS	0.00	0.00	0.00	876.28
SICK PS 07/01	0.00	0.00	0.00	625.92
F/Y SICK PAYOUT	0.00	0.00	0.00	594.63
PS SCK GAP	0.00	0.00	0.00	2,879.25
IN_LIEU_MED_P_S	0.00	0.00	115.38	1,846.08
LIFE_INS	0.00	0.00	0.00	8.96
HOLIDAY	0.00	0.00	0.00	1,251.85
TOTALS:	80.00	7.00	2,947.69	49,931.76

DEDUCTION_ID	AMOUNT	YTD
FITW	475.02	8,268.40
SITW	112.08	1,906.87
SOCSEC_EE	176.08	2,991.56
MEDICARE_EE	41.18	699.64
DUES_PSO	29.63	444.38
PS HBL VISION	9.13	104.73
RETIRE_PS_OFF	84.97	1,424.49
ICMA_PCNT	117.91	1,959.14
FLEX_PLAN	98.50	1,576.00
SAVINGS PSO	5.60	84.00
PNC	647.59	11,474.94
PNC	1,000.00	16,588.65
ALLY	150.00	2,400.00
TOTALS:	2,947.69	49,922.80

Net Pay This Period: 1,797.59

LEAVE_BANK	PRIOR BALANCE	HOURS ACCRUED	HOURS LOST	HOURS TAKEN	NEW BALANCE
COMP_PS	7.50	0.00	0.00	0.00	7.50
F/Y SICK PAYOUT	0.00	0.00	0.00	0.00	0.00
PS KELLY BANK	0.00	0.00	0.00	0.00	0.00
SICK PS 07/01	96.00	0.00	0.00	0.00	96.00
SICK PS GAP	41.00	0.00	0.00	0.00	41.00
VAC_PS	124.00	0.00	0.00	0.00	124.00

[redacted]

08/12/2016
[redacted]

1,797.59

VOID*******VOID**********VOID********CHECK STUB REPRINT******

[redacted]

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.9.

Date: March 19, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
R. Brent Savidant, Community Development Director
G. Scott Finlay, City Engineer

Subject: Private Agreement – Contract for Installation of Municipal Improvements — Eckford Woods Site Condominium - Project No. 23.907.3

History

Icon Building and Development, LLC proposes to develop Eckford Woods Site Condominiums located on the north side of Eckford Road, west of Rochester Road, Section 15.

The Planning Commission granted Preliminary Site Condominium approval on June 15, 2022.

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

Financial

See attached summary of required deposits and fees for this Private Agreement.

Recommendation

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

Suggested Resolution:
RESOLVED, That Troy City Council hereby **APPROVES** the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and Icon Building and Development, LLC for the installation of Water Main, Sanitary Sewer, Storm Sewer, Concrete Pavement, Asphalt Path & Sidewalk, and the Mayor and City Clerk are **AUTHORIZED** to execute the documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

City Of Troy

Contract for Installation of Municipal Improvements
(Private Agreement)

Project No.: **23.907.3**	Project Location: **NE 1/4 Section 15**
Resolution No:	Date of Council Approval:

This Contract, made and entered into this __ day of _____, 2026 by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and **Icon Building and Development, LLC** whose address is **35520 Forton Court, Clinton Township, MI 48035** and whose telephone number is **586-792-0660** hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of **Water Main, Sanitary Sewer, Storm Sewer, Concrete Pavement, Asphalt Path & Sidewalk** in accordance with plans prepared by **Monument Engineering Group Associates, Inc.** whose address is **298 Veterans Drive, Fowlerville, MI 48836** and whose telephone number is **517-223-3512** and approved prior to construction by the City in accordance with City of Troy specifications.

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

Refundable escrow deposit equal to the estimated construction cost of $ **714,413.00**. This amount will be deposited with the City in the form of (check one):

Cash/Check	☐		
Certificate of Deposit & 10% Cash	☐		
Irrevocable Bank Letter of Credit & 10% Cash	☐	10% Cash	$71,441.30
Performance Bond & 10% Cash	☒		

Refundable cash deposit in the amount of $ **140,191.00**. This amount will be deposited with the City in the form of (check one):

Cash ☐ Check ☒

Non-refundable cash fees in the amount of $**2,345.05**. This amount will be paid to the City in the form of (check one):

Cash ☐ Check ☒

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

THIRD: The owners shall contract for construction of said improvement with a qualified contractor. Owners, or their agents, and contractor(s) agree to arrange for a pre-construction meeting with the City Engineer prior to start of work. All municipal improvements must be completely staked in the field under the direct supervision of a registered civil engineer or registered land surveyor, in accordance with the approved plans. Revisions to approved plans required by unexpected or unknown conflicts in the field shall be made as directed by the City.

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

FIFTH: Owners agree to indemnify and save harmless City, their agents and employees, from and against all loss or expense (including costs and attorneys' fees) by reason of liability imposed by law upon the City, its agents and employees for damages because of bodily injury, including death, at any time resulting therefrom sustained by any person or persons or on account of damage to property, including work, provided such injury to persons or damage to property is due or claimed to be due to negligence of the Owner, his contractor, or subcontractors, employees or agents, Owner further agrees to obtain and convey to the City all necessary easements and/or right-of-way for such public utilities as required by the City Engineer.

City Of Troy

Contract for Installation of Municipal Improvements
(Private Agreement)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate on this 6th day of March, 2026.

OWNERS

By:

Michael Sorrentino
*
Its: Member
Please Print or Type

*
Its:
Please Print or Type

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 6th day of March, A.D.20 26, before me personally appeared Michael Sorrentino known by me to be the same person(s) who executed this instrument and who acknowledged this to be his/her/their free act and deed.

Heidi R. Marquardt
NOTARY PUBLIC, Macomb, Michigan

HEIDI R. MARQUARDT
NOTARY PUBLIC ACTING IN
MACOMB COUNTY, MICHIGAN
MY COMMISSION EXPIRES
AUGUST 21, 2027

My commission expires: 08-21-2027
Acting in Macomb County, Michigan

City Of Troy

Contract for Installation of Municipal Improvements
(Private Agreement)

CITY OF TROY

By:

_____ _____

Ethan Baker, Mayor M. Aileen Dickson, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this _____ day of _____, A.D.20_____, before me personally appeared _____ known by me to be the same person(s) who executed this instrument and who acknowledged this to be his/her/their free act and deed.

_____

NOTARY PUBLIC, _____, Michigan

My commission expires: _____
Acting in _____County, Michigan

Project Construction

Permit No: PPC23.907.3

Engineering Department
TO SCHEDULE INSPECTION CALL
INSPECTION LINE: (248) 680-7221

500 W. Big Beaver Road
Troy, Michigan 48084
Hours: Mon-Fri 8am - 4:30pm

Fax: (248) 524-1838
www.troymi.gov

NOTE: A Minimum of 24 hour notice for inspection shall be provided prior to construction.

Location

525 ECKFORD
88-20-15-251-017 Lot:
Subdivision: Stephenson Land Co Acres
Project No:

Permittee/Owner

ECKFORD DEVELOPMENT LLC
35520 FORTON CT
CLINTON TOWNSHIP MI 48035

Issued: 03/11/2026 Expires:

FOR INFORMATION REGARDING THE ISSUANCE OF THIS PERMIT, CONTACT THE CITY OF TROY ENGINEERING DEPARTMENT AT (248) 524-3383

Applicant

ICON BUILDING II CO., INC
35520 FORTON COURT
CLINTON TWP. MI 48035
(586) 792 0660

Work Description: 26 lots Site Condo

Stipulations: Regional detention pond behind DPW

Work will meet all codes and inspections.

Category	Permit Item	Acreage/Qty
Escrow Deposits	Sanitary Sewers	145,640.00
Escrow Deposits	Water Mains	115,885.00
Escrow Deposits	Storm Sewers	203,956.00
Escrow Deposits	Pavement	196,500.00
Escrow Deposits	Grading	28,500.00
Cash Fees (Non-Refundable)	Water Main Testing/Chlorination PA2	1,013.00
Cash Fees (Non-Refundable)	Signs	5.00
Cash Fees (Non-Refundable)	arkers - Full Range	15.00
Cash Fees (Non-Refundable)	Division	25.00
Cash Deposits (Refundable)	Construction Engineering (CE)	714,413.00
Cash Deposits (Refundable)	Sidewalks	1,930.00
Cash Deposits (Refundable)	Monuments	4.00
Cash Deposits (Refundable)	Lot Corner Irons	82.00
Cash Deposits (Refundable)	ROW Restoration	500.00
Cash Deposits (Refundable)	Repair & Maintenance-Public Streets	25.00
Cash Deposits (Refundable)	Punchlist & Restoration	714,413.00
Escrow Deposits	Temporary Access Road	1,000.00
Escrow Deposits	Miscellaneous	22,932.00

Amount Due: **0.00**
PAID IN FULL

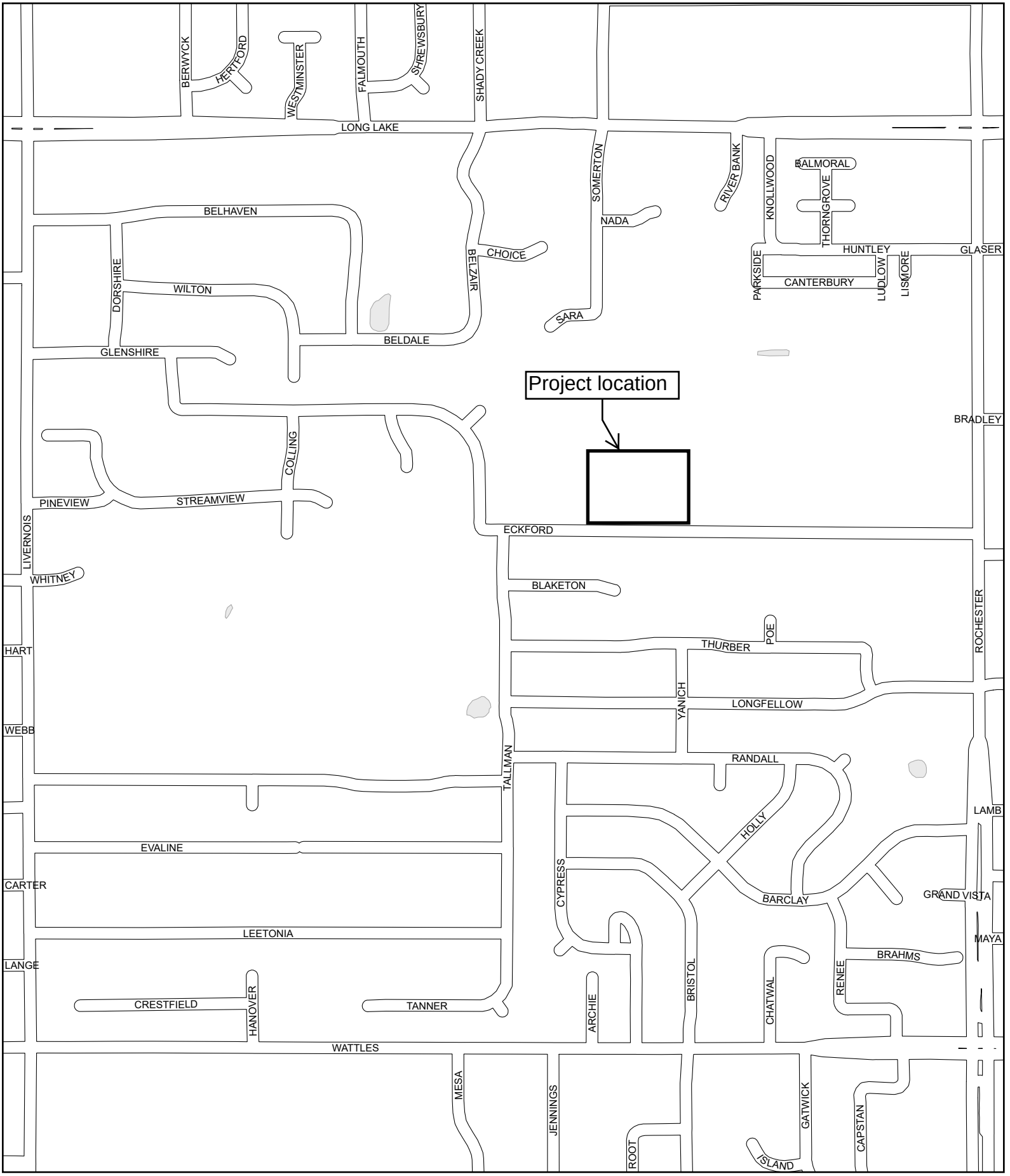
Project Construction

1) Secure a permit from the City of Troy prior to the commencement of construction or maintenance operations. If a subcontractor is to perform the construction or maintenance entailed in this application, he shall be responsible, along with the applicant, for any provisions of this application and plans which apply to him.
2) Any and all construction proposed under this application will meet all requirements of the City, together with the Supplemental Specifications set forth on this application for permit.
3) Save harmless the City against any and all claims for damage arising from operations covered by this application and furnish proof of insurance coverage for the term of the permit issued. Insurance coverage shall be for general liability, property damage and workman's compensation at limits deemed acceptable to the City of Troy. The City of Troy to be named as additional insured on the general liability.
4) Surrender the permit herein applied for and surrender all rights there under whenever notified to do so by the City of Troy because of its need for the area covered by the permit or because of a default in any of the conditions of this permit.
5) Immediately remove, alter, relocate or surrender the facility of which this application is granted if requested by the City of Troy to do so upon termination of this application and upon failure to do so, will reimburse the City of Troy for the cost of removing, altering or relocating the facility.
SUPPLEMENTAL SPECIFICATIONS:
1) INTENT: Since a permit will have to be secured from the City prior to the start of any construction or maintenance operations proposed by this application, it is the intent of these supplemental specifications to be incorporated as part of the plans or specifications required for this proposed work.
2) EXCAVATION AND DISPOSAL OF EXCAVATED MATERIAL: The City shall specify if trenches or excavations under or adjacent to the road surface shall be sheeted, shored and/or braced in such a manner as to prevent caving, loss, or settlement of foundation material supporting the pavement. Excavated material shall be stocked in such locations that it does not obstruct vision on the traveled portion of the road and in such a manner that it will interfere as little as possible with the flow of traffic. Sod and topsoil shall be stocked separately from other excavated material. The applicant shall dispose of all surplus and unsuitable material outside of the limits of the highway unless the permit provides for disposal at approved locations within the right-of-way. In the latter case, the material shall be leveled and trimmed in an approved manner.
3) BACKFILLING AND COMPACTING BACKFILL: All trenches, holes and pits, where specified, shall be filled with sound earth or with sand-gravel if so provided, placed in successive layers not more than six (6) inches in depth, loose measure, and each layer shall be thoroughly compacted by tamping and all backfill subject to check by the Controlled Density Method (minimum 95%). Grass shall be restored with sod and topsoil in accordance with the City of Troy Standard Specifications for Turf Restoration.

Sand-gravel backfill material shall consist of approved bank-run sand or gravel or a mixture of approved and or stone screenings in the mixture. All of the material shall be of such size that it will pass through a screen having two and one-half (2 ½) inch square openings, unless otherwise authorized.

Any excavation within the right-of-way, outside the traveled portion of the road, must be maintained until all settlement has occurred and must be re-shaped and temporarily seeded for soil erosion control. Grass areas shall be restored in accordance with the City of Troy Standard Specifications for Turf Restoration.

All excavation within the traveled portion of the road must be backfilled with sand and compacted. Special requirements are to be determined by the surface type.
4) CROSSING ROADBED BY TUNNELING: When the pipe is installed by tunneling, boring or jacking without cutting the existing pavement, the backfill shall be made by tamping a dry mix of lean concrete into place so as to completely fill any voids, remaining around the installation. The concrete shall be composed of one (1) part Portland cement and ten (10) parts sand-gravel by volume. Sand-gravel shall conform to the requirements given in Paragraph 3.
5) CROSSING BY CUTTING GRAVEL ROAD: All trenches are to be backfilled with approved material to within twelve (12) inches of the surface within the limits of the roadbed. Backfill methods will be as described in Paragraph 3. All surplus excavated material will be disposed of as described in Paragraph 2. The top twelve (12) inches within the roadbed will be backfilled with eight (8) inches of 4A limestone or slag topped with four (4) inches of processed road gravel (MDOT 22A). Trenches outside of the roadbed will be backfilled in accordance with Paragraph 3.
6) CROSSING BY CUTTING PAVEMENT AND TRENCHING: When this method is used, the pavement shall be cut back so that the opening is at least twelve (12) inches wider on each side than the width of the trench. In all concrete surfaces or bases, edges of trenches shall be formed by the use of a concrete saw. The pavement shall be broken in such a manner as to allow the reinforcing steel, if any, to protrude a sufficient distance for lapping or tying with similar reinforcement in the pavement patch. Backfill shall be in accordance with Paragraph 3. After the backfill has been thoroughly compacted, the pavement shall be replaced with processed road gravel (MDOT 22A) stabilized with chloride until such time as the pavement can be replaced with new pavement by the permit licensee. Maintenance of the temporary pavement will be assumed by the City if the contractor fails to do so and cost incurred will be deducted from the permit licensee's deposit.
7) DEPTH OF COVER MATERIAL: Pipes shall be placed to a depth that will provide not less than four (4) feet of cover between the top of roadway surface and the pipe.
8) TREE TRIMMING OR REMOVAL: A special permit will be required for any proposed tree trimming or removal.
9) Any proposed operation in the right-of-way not covered in the above specifications, submitted with this application shall be done in accordance with additional specifications or instructions deemed necessary by the City or its duly authorized representatives.
10) The following must be attached to the application when applicable: a} Map; b} Plans, specifications and location of facility; c} Traffic plan in cases of street closure; d} Proof of insurance; e} City Council resolution granting a franchise or permit to operate a cable television system, telecommunications system or to install other public utilities in the City of Troy.



City of Troy

Section 15

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.10.

Date: March 19, 2026

To: Honorable Mayor and Troy City Council Members

From: Lori Grigg Bluhm, City Attorney
Allan T. Motzny, Assistant City Attorney

Subject: Proposed Consent Judgment Troy v. 5024 Rochester Road

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As part of the Rochester Road Improvement Project, the City needed to acquire 2,295 square feet of right of way (ROW) from property owned by 5024 Rochester, LLC, which is the location of High Score Ice Cream and Arcade. The City tried to obtain the needed property by offering the property owners the value as determined by our independent appraiser, Michael Kurschat. Since these negotiations were unsuccessful, the City filed a condemnation in Oakland County Circuit Court, where the City was able to secure title to the property it needed, and paid the appraiser's valuation to the property owners. The condemnation process allows the case to continue, so the property owners can request additional compensation for their property, which is determined by a jury.

Our appraiser's determination of the property value was $58,400. The independent appraiser hired by the property owners valued it at $100,000. The parties have negotiated a proposed settlement that would establish the final amount of just compensation as $80,000, which is just a little more than the mid-point between the two appraisals. As required by Michigan condemnation law, the City is also required to pay attorney fees, costs and interest to the property owners. This settlement is detailed in the attached proposed consent judgment.

We recommend approval of the consent judgment. If we were to proceed to jury trial, we would incur additional costs and attorney fees. Also, there is a risk that a jury could agree with the appraiser hired by the property owners. The majority of the condemnation settlement will be paid with federal funds, since the Rochester Road project is a federally funded project. Payment would come from General Ledger Account Number 401.449.202.989.022065.

Please let us know if you have any questions concerning this matter.

Suggested Resolution:
RESOLVED that the City of Troy City Council approves the proposed Consent Judgment in the City of Troy v 5024 Rochester Road, LLC, condemnation case, Oakland County Circuit Court case number 2025-213609 CC, and authorizes payment in the amounts stated therein from Account Number 401.449.202.989.022065, and further authorizes the City Attorney or

designee to execute the document on behalf of the City of Troy. A copy of the Consent Judgment is to be attached to the original minutes of this meeting.

STATE OF MICHIGAN
OAKLAND COUNTY CIRCUIT COURT

CITY OF TROY, a Michigan Municipal Corporation,
Plaintiff,
v
Case No. 2025-213609-CC
HON. MARY ELLEN BRENNAN

5024 ROCHESTER, LLC,
Defendant.
_____/

City of Troy – City Attorney's Office
Lori Grigg Bluhm (P46908)
Allan T. Motzny (P37580)
Attorneys for Plaintiff
500 W. Big Beaver Road
Troy, MI 48084
248) 524-3320
motznyat@troymi.gov

Klint Khalid Kesto (P69711)
Kesto Law, PLLC.
Attorney for Defendant 5024 Rochester, LLC
4051 Haggerty Road
West Bloomfield, MI 48323-1246
(248) 521-4712
klint@kestolaw.com
_____/

CONSENT JUDGMENT

At a session of the Oakland County Circuit Court,

held on _____
Present: Hon. Mary Ellen Brennan

This matter is before the Court on the parties' Stipulation, set forth below. The Court is advised that the parties have reached an agreement on all disputes remaining in this action and request that the Court enter this Consent Judgment to memorialize and implement the parties' agreement. The Court being so advised, and based on the case file and applicable law, therefore **ORDERS** and **ADJUDGES** as follows:

1. Plaintiff shall pay final just compensation to Defendant 5024 Rochester, LLC ("Defendant"), for the property interests that Plaintiff acquired identified in the Complaint for Acquisition of Property, in the total amount of $80,000 (the "Final Compensation"). The Final Compensation includes the amount that Plaintiff previously paid as estimated just

compensation pursuant to this Court's May 14, 2025 Order, which equaled $58,400. Accordingly, there is an increase in compensation to Defendant equaling $21,600 (the "Increased Compensation").

2. Plaintiff shall pay interest on the Increased Compensation as required under the Uniform Condemnation Procedures Act, MCL 213.51 *et seq*. (the "UCPA"), through the date of payment (the "Interest").

3. Plaintiff shall pay reimbursements to Defendant as provided under the UCPA for (a) expert appraisal costs in the amount of $2,800 (the "Appraisal Reimbursement"), and (b) attorney fees in the total amount of (i) $7,200 plus (ii) an amount equal to one-third of the Interest (the "Attorney Fee Reimbursement").

4. Plaintiff shall pay the Increased Compensation, the Interest, and the Appraisal Reimbursement by delivering a check payable to 5024 Rochester, LLC. Plaintiff shall pay the Attorney Fee Reimbursement by delivering a check payable to Kesto Law, PLLC. These checks shall be delivered to Defendant's attorneys in a manner to be agreed by Plaintiff and Defendant.

5. The provisions of the Court's Order dated May 14, 2025 pertaining to Plaintiff's acquisition and possession of the property interests identified in the Complaint for Acquisition of Property are incorporated into this Consent Judgment by reference.

6. This is a **FINAL ORDER** that resolves the last pending claim and closes this case.

Hon. Mary Ellen Brennan
Judge, Oakland County Circuit Court

The parties' Stipulation is provided on the following page.

Stipulation

We agree and stipulate to entry of the foregoing Consent Judgment.

Allan T. Motzny (P37580) Attorney for Plaintiff	Klint Khalid Kesto (P69711) Attorney for Defendant

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.11.

Date: March 19, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
G. Scott Finlay, City Engineer/Traffic Engineer

Subject: Traffic Committee Recommendations – February 18, 2026

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4. Request for No Parking Zone Extension – Costello Elementary

BE IT RESOLVED, that a NO PARKING ZONE be established on the west side of Eleanor, south of Hamman, along the Costello Elementary School frontage when school is in session between 8:30 am & 9:30 am and 3:30 pm & 4:30 pm.

Suggested Resolution:
BE IT RESOLVED, That a NO PARKING ZONE **BE ESTABLISHED** on the west side of Eleanor, south of Hamman, along the Costello Elementary School frontage when school is in session between 8:30 am & 9:30 am and 3:30 pm & 4:30 pm.

A regular meeting of the Troy Traffic Committee was held on Wednesday, February 18, 2026, in the Lower-Level Conference Room at Troy City Hall. Pete Zigenfelder called the meeting to order at 7:30 p.m.

1. Roll Call

Present: Timothy Battle
Justin Rose
Abi Swaminathan
Pete Ziegenfelder

Absent: Shama Kenkre
Al Petrulis
Deputy Fire Chief, Michael Koehler

Also present: G. Scott Finlay, City Engineer
Sgt. Brian Warzecha, Police Department
Merissa Clark, Administrative Assistant

2. Minutes – November 19, 2025, Traffic Committee

Resolution # 2026-02-01
Moved by Rose
Seconded by Battle

To approve the November 19, 2025 minutes as printed.

Yes: Battle, Rose, Swaminathan, Ziegenfelder
No: None
Absent: Kenkre, Petrulis

MOTION CARRIED

PUBLIC HEARINGS

3. No Public Hearings

REGULAR BUSINESS

4. Request for No Parking Zone – Costello Elementary

The following emails were provided at the start of the meeting:

Tammy DiPonio, Principal at Costello Elementary, is requesting 'No Parking' signs be installed on the west side of Eleanor, south of Hamman. The request stems from an issue that occurs mainly during winter, when snow is piled along the west side of Eleanor. Overall, visibility into and out of the school driveway would be better with the signs posted, regardless of the season. The problem occurs when vehicles exit the school

by turning right onto SB Eleanor. They either cannot turn south or are hesitant to because they cannot see around the parked vehicles. During arrival and dismissal, vehicles are traveling NB on Eleanor, causing another blockage for turning vehicles.

The Traffic Committee received two emails in favor of the changes requested:

Mr. Finlay,
I appreciate your initiative in addressing the ongoing drop-off and pick-up challenges at Costello. I live four doors down from the school on Hamman Drive, and the situation has deteriorated significantly over the years. While I understand the upcoming meeting is focused on implementing a no-parking zone on the west side of Eleanor, I believe that change alone fails to address the much larger—and more serious—issues impacting residents on both Hamman and Eleanor.
During dismissal, homeowners are effectively trapped in their driveways for 20–30 minutes at a time. Parents waiting in the street routinely block driveways and refuse to move, leaving residents unable to enter or exit. As a result, Hamman is often reduced to a single lane, creating head-on traffic conflicts and unsafe driving conditions. Most concerning, if there were an emergency, emergency vehicles would have no clear path to get through. Additionally, northbound traffic on Eleanor frequently comes to a standstill, with drivers attempting to go around stopped vehicles or even drive against traffic to access Costello. This creates an extremely dangerous environment for residents, students, and drivers alike.
I have contacted the city, the school district, and the police on multiple occasions, but the issue continues to be passed from one entity to another without resolution. This is not a minor inconvenience—it is a serious safety hazard that has gone unaddressed for far too long.
Implementing a no-parking zone on the west side of Eleanor, without a broader plan, is likely to make the situation worse by pushing more congestion into already overburdened areas. A more effective solution would be to require parents to park away from the immediate school frontage and walk to pick up their children. While this may be less convenient, it would significantly reduce congestion, restore access to residents' driveways, and improve overall safety.
I urge you to broaden the scope of this discussion to focus on a comprehensive, safety-first solution that accounts for residents, traffic flow, and emergency access. The current conditions are unacceptable, and meaningful action is long overdue.
Thank you for your time and attention to this matter.
Sincerely,

Doug and Jennifer Hughes
1549 Hamman Drive

Good Afternoon,
I had intended to be at the meeting this evening, but did not realize until today that it is Ash Wednesday. I invite anyone to observe the car rider dismissal traffic Monday through Friday at Costello starting at 3:55-4:20ish.

Here is my feedback. I am very sorry that I cannot attend this meeting. Please feel free to call me today, I am happy to discuss if you think this would be helpful. Thank you for considering this.

FACTS:

- *We are dismissing over 400 students daily. We utilize the bus loop for our 5 buses and the car rider loop for the car riders.*
- *As a late school many families pick up their students to take swiftly to their after school events.*
- *We do ask parents who live in walking distance to walk to pick up their students.*
- *Our staff uses walkies to keep the car rider line flowing.*
- *Hamman is often backed up and buses are waiting to enter and exit the lot, parents who are using the crosswalk to walk students home are*

PROBLEM:

- *Parents are trying to park on Eleanor (see stars in image) this creates a blind spot and makes pulling out of the lot difficult and unsafe.*
- ***SOLUTION:** MONITORING THIS WOULD BE EASIER IF THERE WAS SIGNAGE TO ENFORCE THIS EXPECTATION*
- *Gail Parra studied the traffic patterns and agrees with the suggestion to add signage "do not park here from 8:30-9:30 and 3:30-4:30 when school is in session*

Tammy DiPonio, Ed.D
Principal, Costello Elementary
Troy, Michigan 48085
248-823-3720

Justin Rose agrees with the request and finds it reasonable, especially given the sight distances. He also brought up Mr. Hughes email and taking a larger look at the area if needed.

Scott Finlay explained that this is an issue at almost all schools in subdivisions because many more parents are driving their kids to school, and the subdivision roads were not designed for this traffic.

Justin Rose asked if it would have time restrictions.

Scott Finlay explained that DPW will work with the schools to determine the exact times to be posted on the signs.

Resolution # 2026-02-02
Moved by Rose
Seconded by Battle

a. BE IT RESOLVED, that a NO PARKING ZONE be established on the west side of Eleanor, south of Hamman, along the Costello Elementary School frontage when school is in session between 8:30 am & 9:30 am and 3:30 pm & 4:30 pm.

Yes: Battle, Rose, Swaminathan, Ziegenfelder
No: None
Absent: Kenkre, Petrulis

MOTION CARRIED

5. Public Comment

Ann Coleman, Deborah Louzecky, and Leasa Williams came in to talk about the corner of Square Lake and Livernois and pedestrian safety with all the proposed development. Scott Finlay explained that RCOC recently updated the intersection to meet all recent safety requirements, and that this is not something the Traffic Committee can address; it needs to be brought to the Planning Commission.

The Rochester Road project was also briefly discussed, including how the current detour may affect the Gas Station on Long Lake.

6. Other Business

No other business.

7. Adjourn

The meeting adjourned at 8:07 PM.

Pete Ziegenfelder -Chairperson

G. Scott Finlay, City Engineer/Traffic Engineer

G:\Traffic\aaa Traffic Committee\2026\02_February_20260218_Minutes_Traffic Committee DRAFT

TRAFFIC COMMITTEE REPORT

February 5, 2026

TO: Traffic Committee

FROM: G. Scott Finlay, City Engineer/ Traffic Engineer

SUBJECT: Request for No Parking Zone Costello Elementary

Background:

Tammy DiPonio, Principal at Costello Elementary, is requesting 'No Parking' signs be installed on the west side of Eleanor, south of Hamman. Signs similar to the photo below, although the posted times would change.

The request stems from an issue that occurs mainly during winter, when snow is piled along the side of Eleanor (see photo below). Overall, visibility into and out of the school driveway would be better with the signs posted, regardless of the season. The problem occurs when vehicles are parked on the side of Eleanor and attempt to exit the school by turning right onto SB Eleanor. They either cannot turn south or are hesitant to because they cannot see around the parked vehicles. As well as during arrival and dismissal, vehicles are traveling NB on Eleanor at this time, causing another block for turning vehicles (see drawing below).

The Principal has requested families not to park on Eleanor, but the message is not always followed.

Like several other Troy elementary schools, Costello experiences traffic issues due to the high volume of vehicles and limited space on site. Several elementary schools have had signs like these posted for years (e.g., Barnard, Morse, Wattles, Wass), and they are of great help and much appreciated by school staff. Also, signs would allow for police enforcement if needed.

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.12.

Date: March 19, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Kurt Bovensiep, Public Works Director
G. Scott Finlay, City Engineer

Subject: Authorization for Grant Submittal – Local Bridge Program

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History

In 2019, the federal government used the general fund to supplement highway infrastructure funding. Michigan received $93.5 million of the $2.5 billion from the Highway Infrastructure Program. The Michigan Department of Transportation (MDOT) has established a Local Bridge Bundling Program, utilizing the local share of the Fiscal Year Highway Infrastructure Program (HIP) to improve critical bridges in Michigan.
This is an opportunity to fund some bridges that might not otherwise find funding. Over the last decade, local agencies have maintained the percentage of bridges in good or fair condition. However, conditions have recently begun to decline, and local agencies have not been able to achieve a significant reduction in the number of bridges in serious or critical condition. In the current condition levels, Michigan lags behind its neighboring Great Lakes States and the national average in the percentage of bridges rated good or fair. Without increased funding, statistical forecasts predict bridge conditions will continue to decline.
The City of Troy engages OHM Advisors, a current Engineering Consultant, to perform all of the City's annual bridge inspections. The Beach Road mill-and-overlay project in 2023 revealed significant top-deck delamination, which was repaired as part of the project. The repairs are a temporary measure until funding can be secured to replace the beams and top deck.

Attached is the application prepared by OHM Advisors and reviewed by City Staff for the pursuit of Local Bridge Funding.

Financial

The Local Bridge Program requires a 5% match from the submitting agency. To better the City's chances of being selected, a 20% match is being proposed. Currently, there is no requirement to obligate the necessary funds. City Staff will include funding during the appropriate budget year. Based on the bridge cost estimate worksheet, the total cost is $1,146,707, and the City's share would be $229,341.

Recommendation

City Staff recommends authorization to submit a grant application through the Michigan Department of Transportation Local Bridge Program to pursue funding for the replacement of the beams and top deck, at an estimated cost of $1,146,707. The City of Troy will be responsible for 20% of this amount, or $229,341.

Suggested Resolution:
WHEREAS, The City of Troy wishes to submit a Local Bridge Program Application; and,

WHEREAS, The City of Troy wishes to actively seek participation in the replacement and/or repair of the Beach Road bridge, structure #13611; and,

WHEREAS, The City of Troy believes it is appropriate to apply to the Local Bridge Program for 80% of the construction cost, and the City Council has identified sources of funding to contribute the required local match and any cost overruns;

NOW, THEREFORE, BE IT RESOLVED, That the City of Troy hereby **RESOLVES** to take all actions necessary to apply to the Michigan Department of Transportation Local Bridge Program in connection with the above-referenced bridge on Beach Road, as outlined in the application.

1a. Situation Map

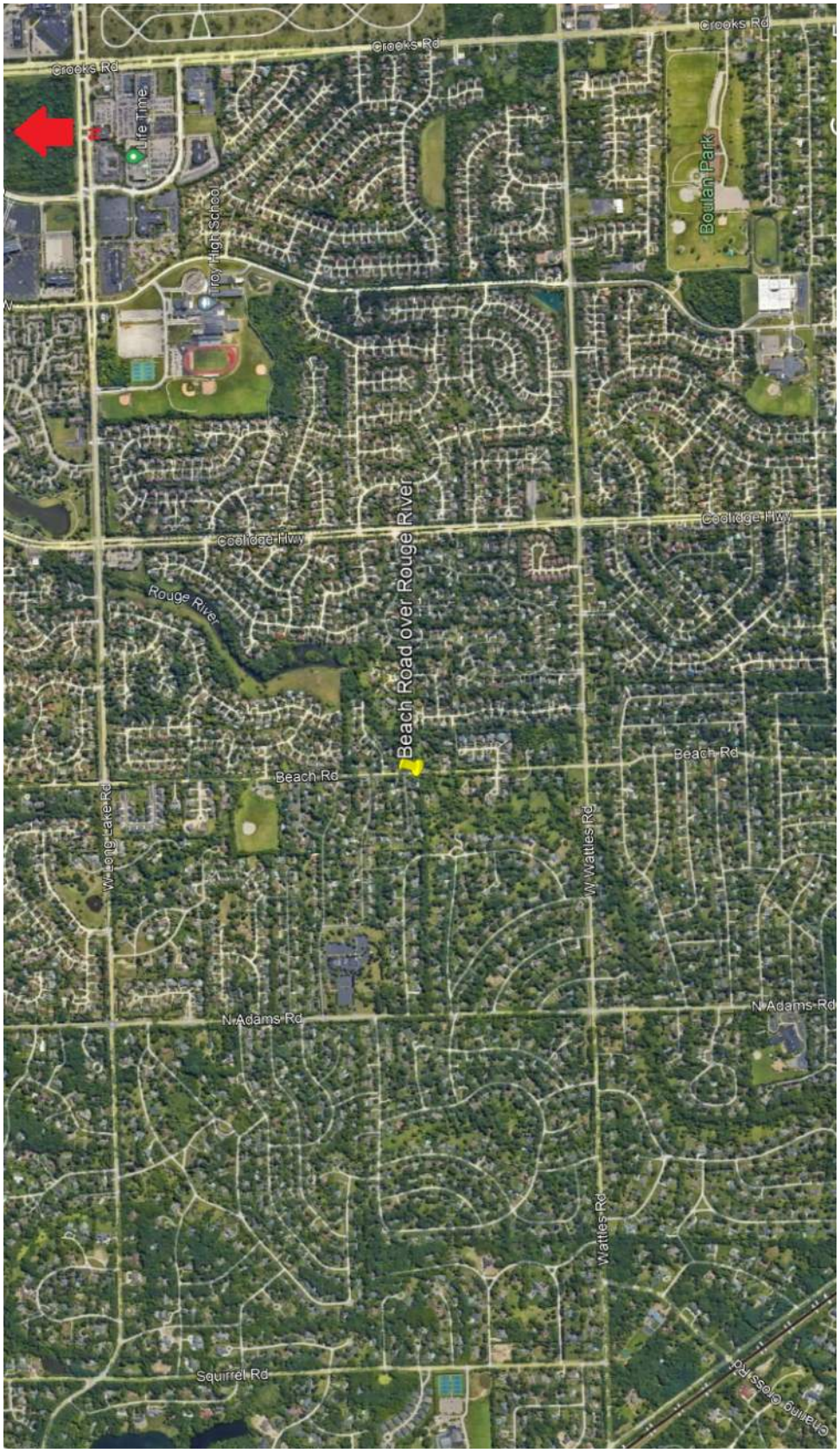

Image taken from Google Earth

2b. Detour Map

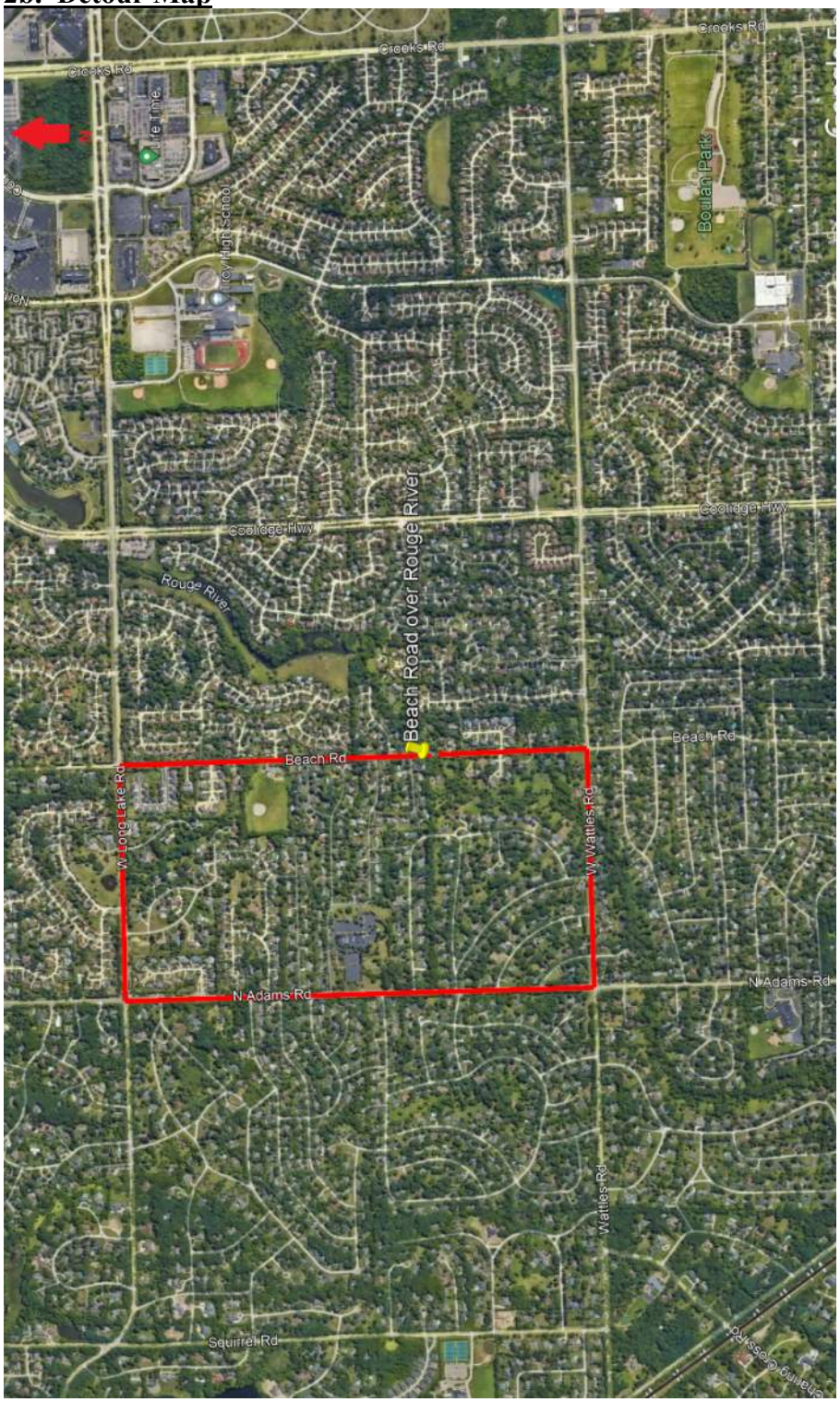

Image taken from Google Earth

Beach Rd to Long Lake Rd
To Adams Rd
To Wattles Rd
To Beach Rd
Detour: 3.0 miles (Note: Beach Rd is a NFC major collector and detour utilizes NFC major collector or greater road classifications.)

3. Photographs

Typical Approach (HMA overlay has since been placed)

Typical Surface (HMA overlay has since been placed)

Typical Elevation

Typical Abutment

Top Flange of Box Beam Deterioration

Top Flange of Box Beam Deterioration

Top Flange of Box Beam Deterioration

Top Flange of Box Beam Deterioration

Typical Leaching Joint Between Box Beams

Beam 5W Cracking

Beam 7W Delamination and Broken Strand

4. Application Requirements for Beach Rd over Rouge River

A. Local Agency Contact Person

Scott Finlay - City Engineer
City of Troy
500 W. Big Beaver Rd
Troy, MI 48084

B. The purpose of this application is for the rehabilitation of the bridge carrying Beach Road over Rouge River. Funding is requested for a superstructure replacement, approach roadway and guardrail, and maintenance of traffic.

C. Economic Importance of the Structure

This structure is located in a residential area of Troy 0.33 miles north of Wattles Road. Beach Road Park is 0.33 miles north of the bridge.

Although there are no schools in the immediate area of the bridge, Beach Road is utilized by the school district for bussing purposes. If bus traffic cannot cross the bridge, it will put a financial burden on the already tight school budgets because of increased length of bus routes. Emergency vehicles would also be impacted by the closing as well, increasing response times. The bridge is also used by residents to access Beach Road Park and the main roads of the area.

The structure is an adjacent prestressed concrete box beam structure with 1 24’ span. The bridge is overall in fair condition and rated a 5. During road rehabilitation in 2023 where the HMA surface was replaced, it was found that 75% of the top flanges of the beams had deteriorated and crumbled away. The unsound concrete was removed and recast. However, this is considered a temporary fix and only provides cover to the existing rebar in the beams. Additionally, beam 7W has a delamination ¾ of the length along the north end that is 1’ wide. Beams 5W and 7W have 2 broken strands at delaminated areas. There is no structural deck, and the surface is newly paved HMA. The abutments are in good condition and rated a 7. There are small hairline cracks, cracking at south abutment beam 7W bearing area, some leaching stains, and a 2” gap between all abutment and wingwall interfaces with no joint sealer.

The recommended repair for the bridge is a superstructure replacement. The condition of the box beams warrants replacement due to the broken strands and deteriorated top flanges of the beams. Broken strands compromise the structural integrity and load carrying capacity of the beams. The deteriorated top flange of the beams has a temporary concrete patch with an unknown service life. The only way to repair the structure is to replace the beams. The substructure is in good condition, so a full replacement is not needed. The approaches should be replaced as well to provide a smooth transition to the

bridge deck from the approach. A smooth transition is important as it will prevent excess impact loads, which can result in damage to the superstructure of the bridge.

D. If there is a current detour, what does it affect?

Currently the bridge is open to traffic and there is no detour.

E. If the structure were to be closed, what would the detour affect?

If the structure were to be closed, the detour would affect the residents in the area. The school system, with its already tight budget and transportation schedule, will have cost increases because of the need to reroute its buses and extend routes. Emergency vehicles would have to take a longer route to reach emergencies in the area. As seconds matter in an emergency, this could become a public safety issue. Access to Beach Road Park would be impacted as well by the closure of the bridge.

F. The structure is not currently closed.

G. Maintenance of the Structure

The HMA surface was replaced in 2023 as part of a road rehabilitation job. During the job, 75% of the top flanges of the box beams were found to have deteriorated. The deteriorated concrete was removed, and the top flanges were recast as a temporary repair.

5. Estimated Rehabilitation Costs

Superstructure Replacement and Approach Work		
A.	Approach Construction	$ 555,055.00
B.	Structure Construction	$ 591,652.00
	Total (A & B)	$ 1,146,707.00

For a breakdown of construction costs see Appendix A. The City of Troy will provide a funding match of 20% for this project.

6. Priority List

1. **Beach Rd over Rouge River**

7. Resolution

The resolution is attached in Appendix B.

8. Previous Applications

It is understood that all previous applications have been discarded and that this application will be used to select funding.

APPENDIX A

Exhibit 4

BRIDGE COST ESTIMATE WORKSHEET

- CPM, REHAB, REPLACE -

REV. 02/5/2025

Anticipated year of construction:	2025 / 2029						DATE:	2/5/2025	
Min. annual Inflation Limit:	3.00%						ENGINEER:	AJR	
Max. annual Inflation Limit:	9.00%	LOCATION:	BEACH ROAD	over	ROUGE RIVER	LENGTH 24.0	Out to Out 40	Curb to Curb 24	
		PRIMARY WORK ACTIVITY							STRUCTURE ID: 13611
OWNER:	Troy	OTHER WORK:				DECK AREA:	958	SFT	BRIDGE ID: 0
REGION:	Metro	PR:	626301	MP:	1.13	CLEAR ROADWAY:	24	FT	
TSC:	Oakland								STR. TYPE: 5 Prestressed Concrete 05

	WORK ACTIVITY	MDOT Bridge Design Guides (increase deck area based on design standards and hydraulic requirements)	QUANTITY	UNIT	UNIT COST Model Predicted	UNIT COST Used		TOTAL (Price projection to 2029)
NEW BRIDGE								
	Single or Multiple Spans, Grade Separation	(add demo, approach, MOT)		SFT	533	533	/SFT	
	Single Span, Over Water Length < 100ft	(add demo, approach, MOT)		SFT	626	626	/SFT	
	Multiple Spans, Over Water Length > 100ft	(add demo, approach, MOT)		SFT	564	564	/SFT	
	Precast Culvert Length < 40ft	(add demo, approach, MOT)		SFT	677	677	/SFT	
	Railroad	(add demo, approach, MOT)		SFT	491	491	/SFT	
NEW SUPERSTRUCTURE								
	New Superstructure, Grade Separation	(incl. remove exist deck/super; add MOT & approach)		SFT	420	420	/SFT	
	New Superstructure, Over Water	(incl. remove exist deck/super; add MOT & approach)	1,008.0	SFT	278	278	/SFT	$279,806.11
	New Superstructure, Combined	(incl. remove exist deck/super; add MOT & approach)		SFT	291	291	/SFT	
WIDENING								
	Structure Widening, _____ ft	(incl. deck/super/sub widening, add approach transition)		SFT	1056	1056	/SFT	
NEW DECK								
	New Bridge Deck & Barrier	(incl. remove exist deck/railing, add approach, MOT)		SFT	168	168	/SFT	
DEMOLITION								
	Entire Structure, Grade Separation			SFT	48	48	/SFT	
	Entire Structure, Over Water			SFT	119	119	/SFT	
DECK REPAIR / TREATMENTS								
	Bridge Railing Replacement	(incl. removal and replacement)		FT	2066	2066	/FT	
	Concrete Brush Block / Curb Patch	(incl. hand chipping and formwork)		FT	67	67	/FT	
	Concrete Barrier Patch	(incl. hand chipping and formwork)		SFT	160	160	/SFT	
	Concrete Deck Patch	(incl. hand chipping)		SFT	87	87	/SFT	
	Deep Overlay	(incl. joint repl & hydro)		SFT	57	57	/SFT	
	Epoxy Overlay	(incl. warranty)		SYD	73	73	/SYD	
	Expansion Joint Gland Replacement	(remove and replace elastomeric gland)		FT	202	202	/FT	
	Expansion Joint Replacement	(incl. removal)		FT	1217	1217	/FT	
	Full Depth Patch			SFT	163	163	/SFT	
	Healer / Sealer	(penetrates cracks in bridge deck)		SYD	26	26	/SYD	
	HMA Overlay with WP membrane			SYD	140	140	/SYD	
	Overlay Removal			SYD	34	34	/SYD	
	(Latex Concrete Surface Removal)			SYD	34	34	/SYD	
	(Epoxy Overlay Removal)			SYD	28	28	/SYD	
	(HMA Surface Removal)			SYD	21	21	/SYD	
	Reseal Bridge Joints			FT	44	44	/FT	
	Shallow Overlay	(incl. joint repl & hydro)		SFT	50	50	/SFT	
SUPERSTRUCTURE REPAIR								
	Bearing Realignment / Replacement	(incl. temporary supports)		EA	7020	7020	EA	
	Heat Straightening	(incl. clean and coat)		EA	115028	115028	EA	
	Pack Rust Repair	(greater than 3/8" separation)		FT	764	764	/FT	
	Paint - Complete	(incl. clean & coat)		SFT	41	41	/SFT	
	Paint - Partial / Spot / Zone	(incl. clean & coat - $20k minimum)		SFT	54	54	/SFT	
	PCI Beam End Blockout	(incl. temporary supports)		EA	13262	13262	EA	
	Pin & Hanger Replacement	(incl. temporary supports)		EA	17834	17834	EA	
	Structural Steel Repair	(based on 6ft repair length)		EA	9983	9983	EA	
	Structural Steel Repair - Stiffener	(includes each side of beam)		EA	3335	3335	EA	
SUBSTRUCTURE REPAIR								
	Substructure Patching	(measured x 2) replace if repair area > 30%	168.0	CFT	476	476	/CFT	$79,977.02
	Substructure Replacement	(incl. temporary supports, excavation)		CFT	565	565	/CFT	
	Substructure Horizontal Surface Sealer			SYD	117	117	/SYD	
	Temporary Supports	(add Structural Steel Repair - Stiffener for ea steel beam)		EA	7864	7864	EA	
MISCELLANEOUS								
	Articulating Concrete Block System (ACB)			SYD	422	422	/SYD	
	Concrete Surface Coating			SYD	62	62	/SYD	
	Culvert Cleanout			FT	61	61	/FT	
	Epoxy Crack Injection	(structural crack repair)		FT	93	93	/FT	
	Metal Mesh Panels	(48" width, max 6'-6" length)		SFT	44	44	/SFT	
	Pressure Relief Joint	(use when approach concrete roadway exceeds 1,000ft)		FT	199	199	/FT	
	Riprap	(assume 10ft distance around perimeter of substructure)	133.3	SYD	487	487	/SYD	$64,940.07
	Silane Treatment	(penetrating sealer for concrete surfaces)		SFT	6	6	/SFT	
	Slope Protection Repairs			SYD	316	316	/SYD	
	Other				0	0		
						STRUCTURE CONSTRUCTION BUDGET		$424,723
ROAD WORK								
	Approach Pavement, 12" RC	(incl. removal; add curb, gutter, guardrail) 40' ea. end	142.2	SYD	1067	1067	/SYD	$151,722.47
	Approach Curb & Gutter	(incl. removal) 40' ea. quadrant	80.0	FT	36	36	/FT	$2,909.72
	Guardrail Anchorage to Bridge	(each quadrant)	4.0	EA	4780	4780	/EA	$19,119.52
	Guardrail	(incl. removal) < 200ft beyond reference line	100.0	FT		41	/FT	$4,100.00
	Guardrail Terminal	(each quadrant)	4.0	EA		3900	/EA	$15,600.00
	Roadway Approach Work	(beyond approach pavement)	1.0	LSUM		$150,000.00	LSUM	$150,000.00
	Utilities		1.0	LSUM		$25,000.00	LSUM	$25,000.00
TRAFFIC CONTROL	*Unit Cost to be determined by Region or TSC Traffic & Safety*							
	Part Width Construction			LSUM			LSUM	
	Crossovers			EA			/EA	
	Temporary Traffic Signals			set			/set	
	RR Flagging			LSUM			LSUM	
	Detour		1.0	LSUM		$30,000.00	LSUM	$30,000.00
						RELATED ROAD/TRAFFIC CONSTRUCTION BUDGET		$398,452
CONTINGENCY	(10% - 20%) (use higher contingency for small projects)		20	%		$823,174.92		$164,635
MOBILIZATION	(estimate at 10%)		10	%		$987,809.90		$98,781

(Does not include PE or CE, includes inflation)

(Refer to programming guidelines or Suggested PE &CE tab in Bridge Cost Estimating Worksheet for CE,PE & PE-S)

TOTAL CONSTRUCTION BUDGET $1,146,707

5.53 % Equivalent Inflation — Inflation Budget: included above

15 % CE — CE BUDGET $172,006

12 % PE — PE BUDGET $137,605

APPENDIX B

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.13.

Date: March 19, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
M. Aileen Dickson, City Clerk

Subject: Request for Recognition as a Nonprofit Organization from Friends of Troy Seniors/Troy Community Foundation

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History
Attached is a request from Troy Community Foundation on behalf of Friends of Troy Seniors seeking recognition as a nonprofit organization for the purpose of obtaining a charitable gaming license for fundraising purposes.

Financial
There are no financial considerations associated with this item.

Recommendation
It has been City Management's practice to support the approval of such requests.

Suggested Resolution:
RESOLVED, That Troy City Council hereby **APPROVES** the request from Friends of Troy Seniors, asking that they be recognized as a nonprofit organization operating in the community for the purpose of obtaining a charitable gaming license as recommended by City Management.

TRO
COMMUNITY FOUI

March 12, 2026

Mayor Ethan Baker
Troy City Council
500 W. Big Beaver Rd.
Troy, MI 48084

Re: Request for Recognition as a Nonprofit Organization for Purposes of Obtaining a Gaming License

Dear Mayor & City Council:

The Troy Community Foundation is a 501c3 organization (as recognized by the IRS) operating in the City of Troy. We manage a number of endowments for local groups/families/scholarships and also have a biannual grant program that awards funds to causes driving positive change in our community.

We are requesting a gaming license that would allow the Friends of Troy Seniors (FOTS) group – whom we act as fiduciary for - to hold a 50/50 raffle at their fall event on September 29, 2026 likely to be named Senior Pizza Party).

The Friends of Troy Seniors group provides support and advocacy for senior programs and services for residents in greater Troy ages 50 and older. FOTS maintains office hours at the Troy Community Center during scheduled weekdays, and other activities have included annual scheduling of free tax appointments in the spring, monthly distribution of Focus HOPE food boxes and regularly providing volunteers to support the various senior programs hosted by the City of Troy Parks & Recreation department. It is their wish to raise some additional funds that will allow them to continue hosting events such as the jewelry & purse sale fundraiser and purchasing gift cards for monthly birthday lunches held at the senior dining room at the Troy Community Center as well as other planned programming.

In order to complete an application with the State of Michigan's Charitable Gaming Commission, we must first be recognized by the City of Troy as a nonprofit organization operating in the community for the purpose of obtaining a charitable gaming license. We are providing the required documentation and would appreciate a resolution from the City of Troy. Please let us know if you have any concerns, and thank you in advance for your consideration.

Sincerely,

Karen Greenwood
Board Chair
Troy Community Foundation

P.O. Box 861, Troy MI 48099
248-781-0470
www.troycf.org

Business Trademark Login

Home

Search

Forms

Business Search

As of 10/30/2025 we have processed all business filings received in our office through 10/26/2025.

To file a document or annual report/statement for an existing entity, search for the entity, select Request Access from the slide-out drawer, complete the questions, refresh the webpage, and select File Subsequent Document or File Annual Report/Statement.

The same process applies to order certificates and copies.

You must be logged in to file documents or order certificates and copies. Click on the Login button in the top right. If you do not have an account, create one. The credentials from the previous system did not transfer to this system.

Business Search Info:

troy community foundation *

Advanced

Results: 1

Name	Filing Date	Status	AR Standing	Entity Type	Entity ID#	Agent	AR Due Date
NORTH WOODWARD COMMUNITY FOUNDATION *Matched Names: TROY COMMUNITY FOUNDATION DBA NORTH WOODWARD COMMUNITY FOUNDATION TROY COMMUNITY FOUNDATION TROY COMMUNITY FOUNDATION*	10/23/1997	Active	Good	Domestic Nonprofit Corporation	800834544	OLIVIA MCLAUGHLIN	10/01/2026

502

CS 500 (Rev 12/95)

097A#1297 1022 ORG&FI $20.00

MICHIGAN DEPARTMENT OF COMMERCE - CORPORATION AND SECURITIES BUREAU

KM

Date Received		(FOR BUREAU USE ONLY)
OCT 2 2 1997		

FILED

OCT 23 1997

Administrator
MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU

EFFECTIVE DATE:

Name
Eldon J. Thompson

Address
6500 Denton Drive

City	State	Zip Code
Troy	MI	48098

Document will be returned to the name and address you enter above

754-658

ARTICLES OF INCORPORATION

OF

TROY COMMUNITY FOUNDATION

(A Michigan Nonprofit Corporation)

These Articles of Incorporation are signed by the incorporator for the purpose of forming a nonprofit corporation pursuant to the provisions of Act 162, Public Acts of 1982, as amended (the "Act"), as follows:

ARTICLE I

The name of the corporation is Troy Community Foundation.

ARTICLE II

The purposes for which the Corporation is organized are as follows:

The Corporation is organized exclusively for the purpose of receiving and administering funds for charitable, educational and scientific purposes as described in Section 501(c)(3) of the Internal Revenue Code (the "Code"), primarily in the City of Troy, State of Michigan, including, but not limited to, the promotion and support of education, community development, arts and culture, health, social services and civic affairs. Pursuant to that purpose, the Corporation will:

KM

(a) Receive and administer funds and property donated to the Corporation to build a permanent endowment to meet the current and future needs of the City of Troy;

(b) Assist donors in fulfilling their philanthropic and charitable responsibilities and interests;

(c) Serve as a resource and catalyst for charitable activities;

(d) Provide responsible financial stewardship to the community;

(e) Conduct activities and make distributions in accordance with the terms and conditions of contributions made to the Corporation and not inconsistent with its corporate purposes;

(f) Modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified organizations if in the sole judgment of the Board of Directors of the Corporation, the restriction or condition becomes unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the City of Troy; and

(g) Perform and engage in any and all lawful activities that may be incidental to or reasonably necessary for any of the foregoing purposes and have and exercise all other powers and authority now or hereafter conferred upon nonprofit corporations by the laws of the State of Michigan.

ARTICLE III

Notwithstanding any other provision of these Articles, the activities of the Corporation shall be restricted as follows:

1. The Corporation shall not carry on any activity not permitted to be carried on (a) by an organization which is described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws, (the "Code") and which is exempt from federal income tax under Code Section 501(a); or (b) by an organization, contributions to which are deductible under Code Section 170(c)(2) Section 2055, Section 2522, or Section 2106;

2. No substantial part of the activities of the Corporation shall be to carry on propaganda or otherwise attempt to influence legislation;

3. The Corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of (or against) any candidate for public office;

4. No substantial part of the activities of the Corporation shall consist of providing commercial-type insurance;

5. No part of the net earnings of the Corporation shall inure to the benefit of any director or officer of the Corporation, contributor, private shareholder or other person as prohibited by Code Section 501(c)(3), the Michigan General Sales Tax Act or the Michigan Use Tax Act; and

6. In the event the Corporation is determined to be a "private foundation", as that term is defined in Code Section 509(a), then for the purpose of complying with the requirements of Code Section 508(e), for all taxable years commencing on or after the date on which these articles were filed, the Corporation shall:

(a) Not engage in any act of self-dealing as defined in Code Section 4941;

(b) Distribute its income and such part of its capital as may be required by law for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Code Section 4942;

(c) Not retain any excess business holdings as defined in Code Section 4943;

(d) Not make any investments in such manner as to subject it to tax under Code Section 4944; and

(e) Not make any taxable expenditures as defined in Code Section 4945.

ARTICLE IV

The Corporation is organized upon a non-stock, directorship basis.

ARTICLE V

1. The address and the mailing address of the initial registered office is: c/o SOC Credit Union, 4555 Corporate Drive, Troy, MI 48098.

2. The name of the initial resident agent at the registered office is: Eldon J. Thompson.

ARTICLE VI

The name and address of the incorporator are as follows:

Name	Residence or Business Address
Eldon J. Thompson	6500 Denton Drive Troy, MI 48098

ARTICLE VII

1. The assets which the Corporation possesses are:

Real Property - None
Personal Property - None

2. The Corporation is to be financed by gifts, grants, contributions, and devises from the public, corporations, private foundations, and governments, and from investment income.

ARTICLE VIII

1. The term of the Corporation's existence is perpetual.

2. In the event of the dissolution of the Corporation, all of the Corporation's assets, real and personal, shall be distributed to such charitable organization or organizations as are described in Code Section 501 (c) (3) and are exempt from federal income tax pursuant to Code Section 501(a), and are not "private foundations" under Code Section 509, as the Board of Directors of the Corporation shall determine. Any such assets not so disposed of, for whatever reason, shall be disposed of by the order of the Circuit Court for the County of Oakland to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for charitable purposes.

ARTICLE IX

1. To the fullest extent permitted under Section 209(c) of the Act as the same presently exists or may hereafter be amended, a Volunteer Director of the Corporation (as defined in Section 110(2) of the Act) shall not be personally liable to the Corporation or its shareholders or members (if any) for monetary damages for breach of the Volunteer Director's fiduciary duty. However, this provision does not eliminate or limit the liability of a Volunteer Director for any of the following:

(a) a breach of the Volunteer Director's duty of loyalty to the Corporation or its shareholders or members (if any);

(b) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;

(c) a violation of Section 551(1) of the Act;

(d) a transaction from which the Volunteer Director derived an improper personal benefit;

(e) an act or omission occurring before the date that this Article becomes effective in accordance with the pertinent provisions of the Act; or

(f) an act or omission that is grossly negligent.

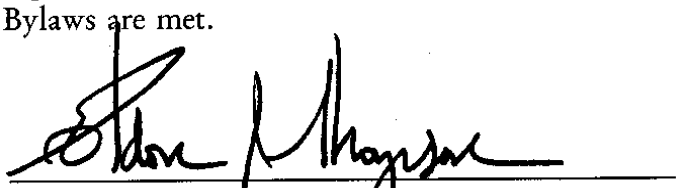
Any Volunteer Director of the Corporation shall be personally liable for monetary damages for a breach of fiduciary duty as a director to the Corporation, its shareholders, or its members only as provided in this Section 1.

2. To the fullest extent permitted under Section 209(d) of the Act, the Corporation assumes all liability to any person other than the Corporation, its shareholders, or its members for all acts or omissions of a Volunteer Director occurring on or after the date this Article becomes effective in accordance with the pertinent provisions of the Act, incurred in the good faith performance of the Volunteer Director's duties as such. A claim for monetary damages for a breach of a Volunteer Director's duty to any person other than the Corporation, its shareholders, or its members shall not be brought or maintained against a Volunteer Director; but such a claim shall be brought or maintained instead against the Corporation, which shall be liable for the breach of the Volunteer Director's duty. Notwithstanding anything to the contrary immediately above, this Section 2 shall apply and have force only if, and as long as, the Corporation is exempt from federal income tax pursuant to Code Section 501(c)(3) or, to the extent allowed by the Act, is eligible to be exempt from federal income tax pursuant to Code Section 501(c)(3).

3. Any repeal, amendment or other modification of this Article shall not adversely affect any right or protection of any director of the Corporation existing at the time of such repeal, amendment or other modification. If the Act is amended, after this Article becomes effective, then the liability of directors shall be eliminated or limited to the fullest extent permitted by the Act as so amended.

ARTICLE X

These Articles may be amended or repealed by a majority vote of the Directors of the Corporation then in office at any regular or special meeting of the Directors provided that any notice requirements of the Corporation's Bylaws are met.



ELDON J. THOMPSON
Incorporator

clf\SOC34\articles.inc

BYLAWS
OF THE
NORTH WOODWARD COMMUNITY FOUNDATION

AS AMMENDED June 15, 2013

ARTICLE I

OFFICE AND REGISTERED AGENT

Section 1. Principal Office. The principal office of the North Woodward Community Foundation (the "Foundation" or the "Corporation") shall be in the State of Michigan

Section 2. Registered Office and Agent. The Foundation shall have and continuously maintain a registered office and a registered agent in the State of Michigan, as required by the State of Michigan Nonprofit Corporation Act. The registered agent shall be either an individual resident of the State or a corporation authorized to transact business in the State.

ARTICLE II

PURPOSES

The purpose for which the Foundation is formed is investing in citizen driven initiatives to enhance the quality of life in various communities through philanthropy. The Foundation is organized exclusively for the purpose of receiving and administering funds for charitable, educational and scientific purposes as described in Section 501(c)(3) of the Internal Revenue Code, serving, but not limited to, the cities of Auburn Hills, Birmingham, Bloomfield, West Bloomfield, Clawson, Madison Heights and Troy in the State of Michigan, The Foundation is dedicated to the promotion and support of education, community development, arts and culture, health, social services and civic affairs as set forth in the Articles of Incorporation.

ARTICLE III

MEMBERSHIP

Section 1. Classes and Qualifications. The Board of Directors shall determine and set forth in separate documents the qualifications, terms, and other conditions of each class of member. There shall be the following classes of members:

a. Members of the Board of Directors: Individual members shall consist of those individuals who must be willing to attend the requisite meetings, follow through on commitments, and participate fully in the decision-making process. Members of the Board also present the Foundation's image to the community and solicit its support in achieving the North Woodward Community Foundation's goals.

b. Friends of the Foundation: These members are outstanding persons in the communities the Foundation serves, and/or persons who possess the ability to communicate with various segments of their respective community. Their functions are assisting with the development, structure, implementation and community reaction to the various projects as brought forth by the Board of Directors, and providing input about existing projects and their effectiveness for the good of the communities where they are being implemented.

Section 2. Voting Rights. Only individual members of the Board of Directors, in good standing, shall have the right to vote at the annual meeting of the Board on such issues as the Board may choose to bring before the members. Friends of the Foundation may attend meetings, but may not vote.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Powers. There shall be a Board of Directors of the Foundation, which shall supervise and control the business, property, and affairs of the Foundation, except as otherwise expressly prohibited by law, the Articles of Incorporation of the Foundation, or these Bylaws.

Section 2. Number and Qualifications. The members of the initial Board of Directors of the Foundation shall be those individuals named in the Articles of Incorporation and shall serve until their successors are elected and qualified. Thereafter, the Board of Directors of the Foundation shall be composed of no less than 5 and no more than 25 individuals. The number of directors may be decreased, but no decrease shall have the effect of shortening the term of any incumbent director.

Section 3. Election and Term of Office. The members of the Board of Directors shall be elected by the voting members at the annual meeting of the members. Directors on the Board of Directors shall serve for a term of three years.

Section 4. Resignation. Any director may resign at any time by giving written notice to the President of the Foundation. Such resignation shall take effect at the time specified therein, or, if no time is specified, at the time of acceptance thereof as determined by the President of the Foundation.

Section 5. Removal. Any director may be removed from such office, with or without cause, by a two-thirds vote of all of the votes entitled to be cast by the members at any regular or special meeting of the members called expressly for that purpose.

Section 6. Vacancies. Vacancies shall be filled by majority vote of the votes entitled to be cast by the members of the remaining members of the Board of Directors for the unexpired term.

Section 7. Regular Meetings. A regular annual meeting of the Board of Directors of the Corporation shall be held each year, at such time, day, and place as shall be designated by the Board of Directors.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called at the direction of the President or by a majority of the voting directors then in office, to be held at such time, day, and place as shall be designated in the notice of the meeting.

Section 9. Notice. Notice of the time, day, and place of any meeting of the Board of Directors shall be given at least 3 days previous to the meeting and in the manner set forth in Section 2 of Article VII. The purpose for which a special meeting is called shall be stated in the notice. Any director may waive notice of any meeting by a written statement executed either before or after the meeting. Attendance and participation at a meeting without objection to notice shall also constitute a waiver of notice.

Section 10. Quorum. A majority of the directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

Section 11. Manner of Acting. Except as otherwise expressly required by law, the Articles of Incorporation of the Corporation, or these Bylaws, the affirmative vote of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. Each director shall have one vote. Voting by proxy shall not be permitted.

Section 12. Written Consent In Lieu of a Meeting. The Board may take action without a meeting if written consent to the action is signed by a majority of the directors or stated in electronic (e-mail) voting.

Section 13. Telephone Meeting. Any one or more directors may participate in a meeting of the Board of Directors by means of a conference telephone or similar telecommunications device, which allows all persons participating in the meeting to hear each other. Participation by telephone shall be equivalent to presence in person at the meeting for purposes of determining if a quorum is present.

Section 14. Responsibilities of Board Members. See attachment "A"

ARTICLE V

OFFICERS

Section 1. Officers. The officers of the Corporation shall consist of Chairman of the Board, a President, a Vice President, a Secretary, and a Treasurer. The Corporation shall have such other assistant officers as the Board of Directors may deem necessary and such officers shall have the authority prescribed by the Board. One person may hold more than one office, other than the offices of President and Secretary.

Section 2. Election of Officers. The officers of the Corporation shall be elected by the voting members at the annual meeting of the members.

Section 3. Term of Office. The officers of the Corporation shall be installed at the annual meeting at which they are elected and shall hold office for [two] years until the next annual meeting or until their respective successors shall have been duly elected.

Section 4. Resignation. Any officer may resign at any time by giving written notice to the Chairman of the Board or the President. Such resignation shall take effect at the time specified in the notice, or if no time is specified, then immediately.

Section 5. Removal. Any officer may be removed from such office, with or without cause, by a majority vote of the all of the votes entitled to be cast by the members at any regular or special meeting of the members called expressly for that purpose.

Section 6. Vacancies. A vacancy in any office shall be filled by the Board of Directors for the unexpired term.

Section 7. President. See attachment "B"

Section 8. Vice-President. See attachment "C"

Section 9. Secretary. See attachment "D".

Section 10. Treasurer. See attachment "E"

Section 11. Chairman of the Board. See attachment "F"

Section 10. Bonding. If requested by the Board of Directors, any person entrusted with the handling of funds or valuable property of the Corporation shall furnish, at the expense of the Corporation, a fidelity bond, approved by the Board of Directors.

ARTICLE VI

COMMITTEES

Section 1. Standing Committees of Directors. The Board of Directors, by resolution adopted by a majority of the directors in office, may designate and appoint one or more standing committees, each consisting of two or more directors, which committees shall have and exercise the authority of the Board of Directors in the governance of the Corporation. However, no committee shall have the authority to amend or repeal these Bylaws, elect or remove any officer or director, adopt a plan of merger, or authorize the voluntary dissolution of the Corporation. ***See attachment "G"***

Section 2. Executive Committee. Between meetings of the Board of Directors, the day-to-day affairs of the Corporation may be conducted by an Executive Committee, the membership of which shall be the Chairman of the Board, President, Vice President, Secretary, Treasurer and Executive Director. ***See attachment "H"***

Section 3. Ad Hoc Committees. The Board of Directors may create and appoint members to such other ad hoc committees as they shall deem appropriate. Such ad hoc committees shall have the power and duties designated by the Board of Directors, and shall give advice and make non-binding recommendations to the Board.

Section 4. Term of Office. Each member of a committee shall serve for one year (except the Executive Director) until the next annual meeting of the Board of Directors and until a successor is appointed, unless the committee is sooner dissolved.

Section 5. Vacancies. Vacancies in the membership of committees may be filled by the President of the Board.

Section 6. Rules. Each standing committee and ad hoc committee may adopt rules for its meetings not inconsistent with these Bylaws or with any rules adopted by the Board of Directors.

Section 7. Minutes. Each committee will maintain and publish minutes of meetings that shall be made available to the Board of Directors and the Executive Director within one week of said meeting.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 1. Fiscal Year. The fiscal year of the Corporation shall be the calendar year.

Section 2. Notice. Whenever under the provisions of these Bylaws notice is required to be given to a director, officer, or committee member, such notice shall be given in writing by first-class mail or overnight delivery service with postage prepaid to such person at his or her address as it appears on the records of the Corporation. Such notice shall be deemed to have been given when deposited in the mail or the delivery service. Notice may also be given by facsimile, electronic mail, or hand delivery, and will be deemed given when received and acknowledged in the same manner.

ARTICLE VIII

INDEMNIFICATION

Unless otherwise prohibited by law, the Corporation shall indemnify any director or officer or any former director or officer, and may by resolution of the Board of Directors indemnify any employee, against any and all expenses and liabilities incurred by him or her in connection with any claim, action, suit, or proceeding to which he or she is made a party by reason of being a director, officer, or employee. However, there shall be no indemnification in relation to matters as to which he or she shall be adjudged to be guilty of a criminal offense or liable to the Corporation for damages arising out of his or her own gross negligence in the performance of a duty to the Corporation.

Amounts paid in indemnification of expenses and liabilities may include, but shall not be limited to, counsel fees and other fees; costs and disbursements; and judgments, fines, and penalties against, and amounts paid in settlement by, such director, officer, or employee. The Corporation may advance expenses or, where appropriate, may itself undertake the defense of any director, officer, or employee. However, such director, officer, or employee

shall repay such expenses if it should be ultimately determined that he or she is not entitled to indemnification under this Article.

The Board of Directors shall also authorize the purchase of insurance on behalf of any director, officer, employee, or other agent against any liability incurred by him which arises out of such person's status as a director, officer, employee, or agent, whether or not the Corporation would have the power to indemnify the person against that liability under law.

ARTICLE IX

VARIANCE POWER

Funds received by the Corporation are subject to Variance Power, described by United States Treasury regulations as the power of governing board (Board of Directors of the Foundation) to modify any donor restrictions as to distributions if they determine them to become unnecessary, incapable of fulfillment, or inconsistent with charitable needs of the community.

In accepting a contribution to any fund, the Board of Directors of the Corporation commit to the donor that the contribution will be protected for the charitable purpose originally intended subject to variance power. This assures donors that if the charitable purpose of their contribution becomes impractical or impossible, the distributions will be directed to similar purposes in the community.

ARTICLE X

AMENDMENTS TO BYLAWS

These Bylaws may be amended or new Bylaws adopted upon the affirmative vote of a majority of all of the votes entitled to be cast by the members at any regular or special meeting of the members. The notice of the meeting shall set forth a summary of the proposed amendments.
By-Laws of the North Woodward Community Foundation

ARTICLE IV
Section 14

Attachment "A"

RESPONSIBILITIES OF THE BOARD OF DIRECTORS

The Board of the North Woodward Community Foundation (NWCF) is responsible for overseeing the mission and purpose of the organization. Duties include participating in strategic planning and making policy decisions for philanthropic programs and activities, participating in securing the financing for such programs and activities and the monitoring of their execution. Members must be willing to attend the requisite meetings, follow through on commitments, and participate fully in the decision-making process. The board also presents the organization's image to the community and solicits its support in achieving the NWCF's goals.

General Responsibilities:

Fiduciary and Management

- Review revenues and expenses on a quarterly basis to ensure the mission of the organization is being upheld.
- Strengthen the NWCF's financial base by participating in and contributing to the organization's fundraising efforts.
- Participate in strategic planning and the setting of long-term goals.

Ambassadorship

- Promoting the NWCF mission, generating good will for the organization, and encouraging support for the efforts of the staff and volunteers.
- Making introductions to new communities, corporate sponsors, other foundations, and helpful individuals.

Staff

- Hire the Executive Director and review performance annually.
- Be willing to use individual expertise to assist in staff organization and development.

Specific Responsibilities

- **Attendance and Contribution at Meetings:** Members are expected to attend and be active in ALL scheduled board meetings each year (in person or via phone).
- **Give or Get:** Members are expected to participate in fundraising activities and special events sponsored by the NWCF and to contribute financially according to ability.

- **Committee Membership:** Each board member is expected to sit on at least one committee, and a committee member will be asked by the President to chair each of the NWCF committees.
- **Board Orientation:** Participate in board orientation activities.
- **Advocates:** Act as an informed advocate of the North Woodward Community Foundation

Terms. Board members are expected to sign up for a 3 year term.

ARTICLE V
Section 7
Attachment "B"

President

Purpose
The President is the chief executive officer of the North Woodward Community Foundation who presides at all meetings of the Board, the executive committee, and other meetings as required. The president oversees implementation of organizational policies and ensures that appropriate administrative systems are established and maintained. The President is an ex officio member of all committees of the organization.

Key Responsibilities
- Works with the Executive Director, Board Officers, and Committee Chairs to develop the agendas for board meetings, and presides at these meetings.
- Appoints volunteers to key leadership positions, including positions as Chair of board committees and service committees.
- Supports annual fundraising with his or her own financial contributions. Recognizes his or her responsibility to set the example for other Board members. Thanks and solicits other board members.
- Works with the Board and paid and volunteer leadership, in accordance with North Woodward Community Foundation bylaws, to establish and maintain systems for
  - Planning the organization's financial resources and setting priorities for future development
  - Reviewing operational and service effectiveness and setting priorities for future development
  - Maintaining a public relations program to ensure community involvement

  Ensuring the ethical standard

Elected By: Board
Length of Term: 2 years
Time Commitment: Voluntary
Reports To: Board
Support: Executive Director

Qualifications

- A commitment to the North Woodward Community Foundation and its values; an understanding of the Foundation's objectives, organization, and services; and the responsibilities and relationship of paid and volunteer staff
- Knowledge of and influence in the community
- Ability to understand concepts and articulate ideas

ARTICLE V
Section 8
Attachment "C"

Vice President

PURPOSE: Be able to perform the duties of the President in his absence.

Responsibilities

- Attend all Board of Director (the "Board") meetings.
- Serve on the Executive Committee.
- Carry out special assignments as requested by the Board President.
- Understand the responsibilities of the Board President and be able to perform these duties in the President's absence.
- Participate as a vital part of the Board leadership.
- Chairperson of the Grant Review and Distribution Committee

The last bullet point should be discussed for a few reasons; 1) there was no consensus on whether to leave or take out (vote was split) and 2) if you do not have that as part of the responsibilities – do you really need the position? There is not succession planning for the Officers and this position doesn't really have any substantive responsibilities listed.

Elected By: Board
Length of Term: 2 years
Time Commitment: Voluntary
Reports To: President and Board
Support: Executive Director

ARTICLE V
Section 9
Attachment "D"

SECRETARY

Purpose: The Secretary ensures that actions of the Board of Directors (the "Board") are documented

Key Responsibilities

.

- Attend all Board meetings
- Serve on the Executive Committee
- Prepare and provide written minutes to Board members in the specified time
- File the approved minutes and maintain the official list of Board members in accordance with procedure

Elected By: Board
Length of Term: 2 years
Time Commitment: Voluntary
Reports To: President and Board
Support: Executive Director

ARTICLE V
Section 10
Attachment "E"

TREASURER

Responsibilities

- Serve as the chief financial officer of the organization and as the chair of the Finance Committee. Manage, with the Finance Committee, the board's review of and action related to the board's financial responsibilities
- Work with the President and Executive Director to ensure that appropriate financial reports are made available to the board on a timely basis
- Assist the President or the Executive Director in preparing the annual budget and presenting the budget to the board for approval
- Review the annual audit report and answers board members' questions relating to the audit
- Attend all Board of Directors (the "Board") meetings
- Serve on the Executive Committee

Requirements

1. Maintain a knowledge of the organization and maintain a personal commitment to its goals and objectives
2. Understand financial accounting for nonprofit organizations

The treasurer duties consist of the following:

- Subject to the direction and control of the board, have general charge of the financial affairs of the organization.
- Keep and maintain adequate and correct accounts of the organization's properties and business transactions, including accounts of its assets, liabilities, receipts, and disbursements.
- Exhibit at all reasonable times the books of account and financial records to any director or officer of the organization or to his or her agent or attorney, upon request of the same.
- Make recommendations to Executive Board of services of a competent professional (if needed) to perform filing of both state(s) and federal annual tax returns and accounting services.

- Review accounting reports and filings from professional service companies for accuracy and completeness.
- Render to the president and directors, at each monthly board meeting or whenever requested, and at each annual meeting, an accounting of the financial condition of the organization.

Elected By: Board
Length of Term: 2 years
Time Commitment: Voluntary
Reports To: President and Board
Support: Executive Director

ARTICLE V
Section 11
Attachment "F"

Chairman of the Board

Purpose: To oversee the general supervision of NWCF

Responsibilities of the Board Chair: Shall attend all meetings of the North Woodward Community Foundation (NWCF), the Executive Committee and Board of Directors (the "Board"). Shall exercise general supervision over the affairs of NWCF and shall be an ex officio member of all committees of the Board. He or she shall have the power to sign with the President and Executive Director, in the name of the NWCF, all contracts authorized either generally or specifically by the Board. In the absence of the Board Chair, the President shall perform the duties of the Board Chair.

Elected By: Board
Length of Term: 2 years
Time Commitment: Voluntary
Reports To: Board
Support: President and Executive Director

ARTICLE VI
Section 1
Attachment "G"

COMMITTEE CHAIR

General Responsibilities for Committee Chairs

In addition to the regular duties of a member of the Board of Director (the "Board"), committee chairs will handle the following primary responsibilities:

- Determine the size of the committee and recruit committee members.
- Set the committee's agenda based upon the responsibilities set forth by the Board.
- Determine annual goals and objectives for the committee within the expectations set by the Board.
- Determine which agenda items can be decided upon within the committee and which agenda items require the input of the Board.
- Present pertinent information about committee progress to the Executive Board in written reports or presentation at the scheduled meeting prior to Board of Directors meeting.
- After recommendation of the Executive Committee to present to the Board, written reports shall be submitted to the Executive Director no later than one week prior to the Board meeting date.
- Work in collaboration with other appointed Board committees.
- Handle or delegate all administrative tasks associated with the effective coordination of the committee. These tasks include but are not limited to
    - Communicating consistently with committee members
    - Securing space or other arrangements for committee meetings
    - Reminding committee members about meeting times and location
    - Taking meeting minutes
    - Sending committee meeting minutes to the Executive Director no later than one week after the committee meeting and before the next Board meeting

ARTICLE VI
Section 2
Attachment "H"

EXECUTIVE COMMITTEE

Purpose:
To manage the affairs of the North Woodward Community Foundation between meetings of the Board of Directors.

Executive Committee Membership
The Executive Committee (EC) shall consist of the Chairman of the Board, Board President, Vice-President, Secretary, Treasurer and Executive Director..

Responsibilities

- The EC shall meet upon request of the Board President for the purpose of performing business, and may meet as often as necessary.
- The EC may exercise all the powers and authority of the Board in the management of the business and affairs of the North Woodward Community Foundation (NWCF) between Board meetings.
- The EC shall not have power to amend NWCF's charter, bylaws, or to fill vacancies on NWCF's board.
- The EC shall perform such other duties as may from time to time be delegated to it by the Board.All action by the EC shall be reported at the next Board meeting, except as the Board may waive compliance with the requirement. The Board may reconsider any action by the EC, and take action thereon, provided that no such reconsideration shall adversely affect the rights of third parties who have acted in reliance on action of the EC taken in accordance with the authority of these bylaws.

Voting

- A simple majority of the voting members of the EC shall constitute a quorum of that committee.

- Members of the EC may submit their votes on issues being considered by the committee either in person, by facsimile, transmissions or by electronic mail (to the extent permitted by state law).

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0248145604
Jan. 24, 2018 LTR 4168C 0
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NORTH WOODWARD COMMUNITY FOUNDATION
% JOSEPH A SEMANY PRES
1120 E LONG LAKE RD STE 205
TROY MI 48085

)09704

Employer ID Number: 38-3390605
Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated Jan. 12, 2018, regarding your tax-exempt status.

We issued you a determination letter in June, 1998, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

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NORTH WOODWARD COMMUNITY FOUNDATION
% JOSEPH A SEMANY PRES
1120 E LONG LAKE RD STE 205
TROY MI 48085

Sincerely yours,

Kim A. Billups, Operations Manager
Accounts Management Operations 1

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.14.

Date: March 19, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Courtney Flynn, Communications Director

Subject: Uniform Video Service Local Franchise Agreement with DirecTV

Background

Pursuant to Section 3 of 2006 Public Act 480, MCL 484.3303 ("Act 480") and the January 30, 2007 Order and the April 16, 2009 Order of the Michigan Public Service Commission, in Case No. U-15169, DIRECTV, LLC, filed a Uniform Video Service Local Franchise Agreement between itself and the City of Troy.

The proposed Renewed Agreement will have the effect of continuing the current terms and conditions of the Uniform Video Service Local Franchise Agreement between DIRECTV and the City of Troy, originally executed with AT&T Michigan. In 2021, that agreement was transferred from AT&T Michigan to DIRECTV, LLC. DIRECTV has requested a 10-year renewal.

The renewal request follows the standard form agreement, per the MPSC. The Initial Agreement established a video service provider fee of 5.0% and a PEG fee of 2.0%. The same fees are included in the Renewed Agreement.

Recommendation

The ICCA's (Intergovernmental Cable Communications Authority) Counsel, upon review of the “Uniform Video Service Local Franchise Agreement” and “Attachment 1-Uniform Video Service Local Franchise Agreement,” and upon review of Section 3 of MCL 484.3301, determined the submittal to be complete pursuant to the mandates of the statute. The franchise agreement also meets the statutory and regulatory criteria. Under the law, the City must take action on the proposed franchise agreement at the Troy City Council Meeting of March 23, 2026. However, the City's powers are limited to determining the completeness of the application and whether the proposed franchise agreement complies with the law.

Counsel for the ICCA has determined that there is no legal basis to object to the agreement. Therefore, it is recommended that the Troy City Council approve the Franchise Agreement.

Legal Review

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.

Suggested Resolution:
WHEREAS, DirecTV has presented the City of Troy with a renewal request for franchise agreement which satisfies the legal and technical requirements of the Uniform Video Service Local Franchise Act, MCL 484.3301 et. seq.; and,

WHEREAS, The City's powers are limited when there is legal and technical compliance;

NOW, THEREFORE, BE IT RESOLVED, That the Troy City Council hereby **FINDS** that the DirecTV Franchise Agreement meets the legal and technical requirements of the Act, and solely for that reason, the Troy City Council hereby **APPROVES** the Renewal Agreement with DirecTV, in compliance with Section 3(3) of the Act.

BE IT FURTHER RESOLVED, That such approval by the City is **GIVEN** only because it is required by the Act, and is **NOT AN INDICATION** of the City's agreement with or assent to any provisions of the Act or Agreement.

BE IT FURTHER RESOLVED, That the approval of the DirectTV Franchise Agreement Renewal **DOES NOT WAIVE** the City's rights to challenge any provisions of the Act and/or any related provisions of the Agreement, including the argument that such provisions are invalid and unenforceable as violations of law or an unconstitutional impairment of the City's contractual rights; and, furthermore, the City **RESERVES** any and all rights stemming from any successful challenge to such provisions that are undertaken by any other local franchising entity.

BE IT FINALLY RESOLVED, That the Mayor and the City Clerk shall **SIGN** the DirectTV Franchise Agreement Renewal on behalf of the City of Troy, and a copy of the executed agreement shall be ATTACHED to the original Minutes, and the City Clerk shall FORWARD the executed agreement, in addition to a certified copy.

Scott J. Alexander
Senior Director – External Affairs
2260 E. Imperial Highway
El Segundo, California 90245
(214) 202-3185
scott.alexander@directv.com

February 20, 2026

Via e-mail delivery

City of Troy, MI

Dear City Officials:

Pursuant to Section 3 of 2006 Public Act 480, MCL 484.3303 ("Act 480") and the January 30, 2007 Order ("Order") and the April 16, 2009 Order of the Michigan Public Service Commission ("Commission"), in Case No. U-15169, DIRECTV, LLC ("DIRECTV"), hereby files the enclosed Uniform Video Service Local Franchise Agreement ("Renewed Agreement") by and between the City of Troy, a Michigan municipal corporation (the "Franchising Entity") and DIRECTV (the "Provider"). The enclosed Renewed Agreement will have the effect of continuing in place the current terms and conditions in the Uniform Video Service Local Franchise Agreement between DIRECTV and the City of Troy, which was originally executed with AT&T Michigan ("Initial Agreement"). In 2021, that agreement was transferred from AT&T Michigan to DIRECTV, LLC.

The enclosed filing follows the standard form agreement per the MPSC. The Initial Agreement established a video service provider fee of 5.0% and a PEG fee of 2.0%. The same fees are included in the Renewed Agreement.

Please feel free to contact me with any questions about the agreement.

Best regards,

Scott J. Alexander
Senior Director – External Affairs

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UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq*, (the "Act") by and between the City of Troy, a Michigan municipal corporation (the "Franchising Entity"), and DIRECTV, LLC, a California limited liability company, doing business as DIRECTV (the "Provider").

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- **A.** "Cable Operator" means that terms as defined in 47 USC 522(5).
- **B.** "Cable Service" means that terms as defined in 47 USC 522(6).
- **C.** "Cable System" means that term as defined in 47 USC 522(7).
- **D.** "Commission" means the Michigan Public Service Commission.
- **E.** "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- **F.** "FCC" means the Federal Communications Commission.
- **G.** "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- **H.** "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- **I.** "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- **J.** "IPTV" means internet protocol television.
- **K.** "Local unit of government" means a city, village, or township.
- **L.** "Low-income household" means a household with an average annual household income of less than $35,000.00 as determined by the most recent decennial census.
- **M.** "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq*.
- **N.** "Open video system" or "OVS" means that term as defined in 47 USC 573.
- **O.** "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- **P.** "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- **Q.** "Term" means the period of time provided for in Section V of this Agreement.
- **R.** "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- **S.** "Video programming" means that term as defined in 47 USC 522(20).
- **T.** "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- **U.** "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- **V.** "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
    i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
    i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
    ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
C. [**If the Provider is using telecommunication facilities**] to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
   i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
   ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
   iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
   iv. Natural disasters
   v. Factors beyond the control of the Provider

E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.

F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.

G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.

B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.

C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."

D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
   i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.

E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.

F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
   i. The authorization or placement of a video service or communications network in public right-of-way.
   ii. Access to a building owned by a governmental entity.
   iii. A municipal utility pole attachment.

G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.

I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.

J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by **(a)** the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or **(b)** the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.

B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act,** or the parties may mutually agree to a shorter renewal period.

VI. Fees

A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:

i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.

ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5.0 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers

B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.

C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.

D. For purposes of this Section, “gross revenues” means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.

1. **Gross revenues shall include all of the following:**

i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.

ii. Any franchise fee imposed on the Provider that is passed on to subscribers.

iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.

iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider’s video service.

v. All revenue derived from compensation arrangements for advertising to the local franchise area.

vi. Any advertising commissions paid to an affiliated third party for video service advertising.

2. **Gross revenues do not include any of the following:**

i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.

ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barters, services, or other items of value shall be included in gross revenue.
viii. Sales of capital assets or surplus equipment.
ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.

E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.

F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.

G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.

H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.

I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.

J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.

K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.

B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.

C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.

E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.

F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.

G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:

1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _____) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 2.0 % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
4. An amount agreed to by the Franchising Entity and the video service Provider.

B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.

C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.

D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.

E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.

F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.

G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.

B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and MUST BE KEPT CONFIDENTIAL.

A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]
[CONFIDENTIAL INFORMATION]"

B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.

C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.

B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.

C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.

D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.

E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.

F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.

G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

City of Troy:

500 W. Big Beaver Road

Troy, MI 48084

Attn: City Clerk
Cc: City Attorney

E-Mail Address(es): Clerk@troymi.gov
BluhmLG@troymi.gov

If to the Provider:
(must provide street address)

DIRECTV, LLC

2260 E. Imperial Highway

El Segundo, California 90245

Attn: LEGAL / EXTERNAL AFFAIRS
Scott J. Alexander, Senior Director – External Affairs

E-Mail Address: scott.alexander@directv.com

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- **A.** Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- **B.** The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- **C.** Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- **D.** Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- **E.** The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

City of Troy, a Michigan municipal corporation

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

DIRECTV, LLC, a California limited liability company

By

Print Name
Scott J. Alexander

Title
Senior Director – External Affairs

Address
2260 E. Imperial Highway

City, State, Zip
El Segundo, California 90245

Phone
(214) 202-3185

Fax
None

Email
scott.alexander@directv.com

FRANCHISE AGREEMENT
(Franchising Entity to Complete)

Date submitted:
Date completed and approved:

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT
(Pursuant To 2006 Public Act 480)

(Form must be typed)

Date: February 20, 2026		
Applicant's Name: DIRECTV, LLC		
Address 1: 2260 E. Imperial Highway		
Address 2:		Phone: (310) 612-6886
City: El Segundo	State: California	Zip: 90245
Federal I.D. No. (FEIN): 95-4511940		

Company executive officers:

Name(s): Brian M. Regan
Title(s): Senior Vice President and Assistant Secretary

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Scott J. Alexander or his designee(s)		
Title: Senior Director - External Affairs		
Address: 2260 E. Imperial Highway, El Segundo, California 90245		
Phone: (214) 202-3185	Fax: None	Email: scott.alexander@directv.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

The Video Service Area Footprint is set forth in a map, attached as Attachment A, which is created using Expanded Geographic Information System (EGIS) software and thus, meets the requirements of Section 2(3)(e) of Act 480. The map identifies the Video Service Area Footprint in terms of wire centers or exchanges serving the City of Troy, and such boundaries are overlaid onto a map with the municipal boundaries of the City of Troy.

[**Option A**: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[**Option B:** for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[**Option C**: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

For All Applications:

Verification
(Provider)

I, Brian M. Regan, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Brian M. Regan, Senior Vice President and Assistant Secretary	
Signature:	*Date: February 20, 2026*

(Franchising Entity)

City of Troy, a Michigan municipal corporation

By

Print Name

Title

Address

City, State, Zip

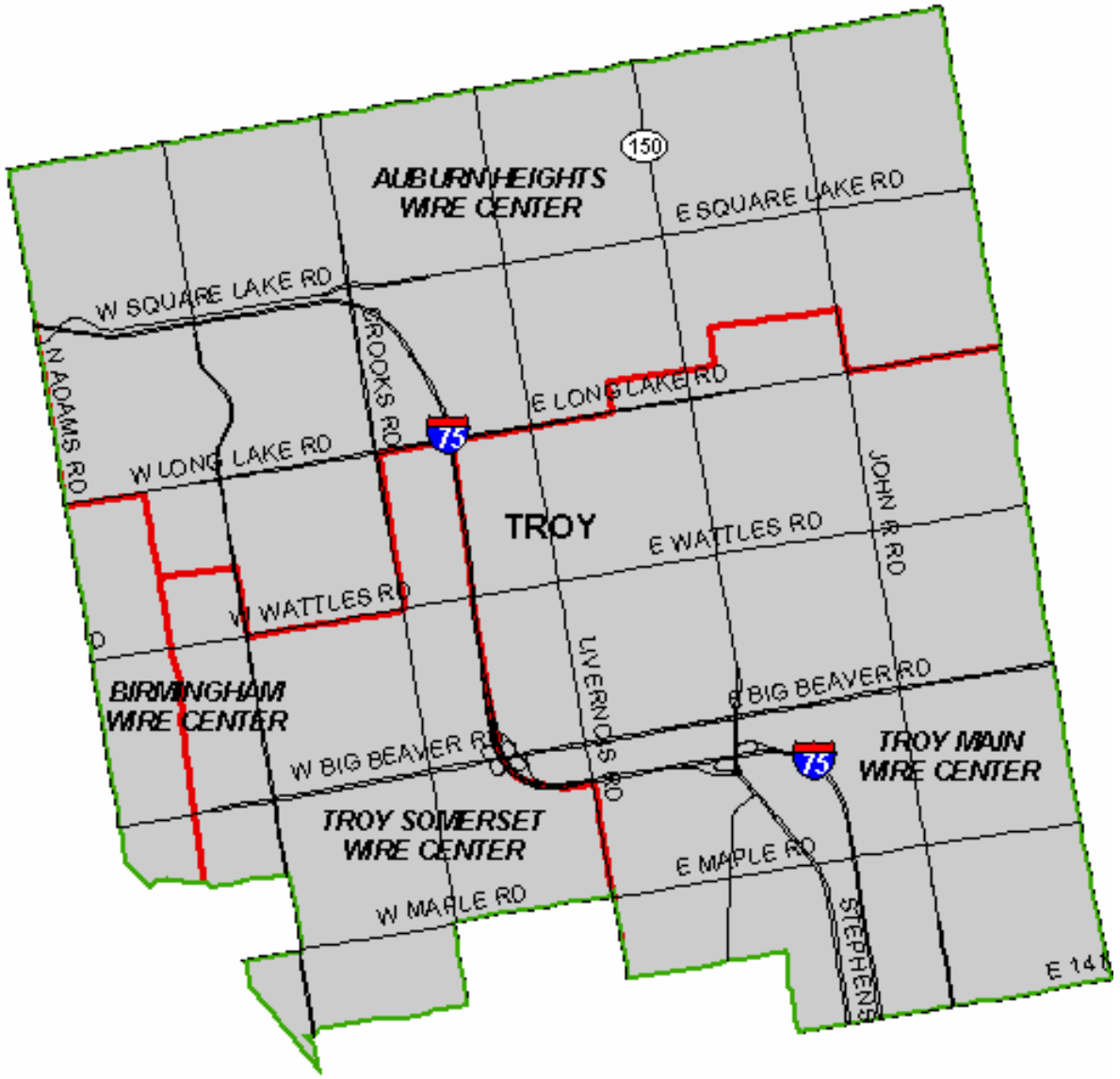
Phone

Fax

Email

Date

Troy, Michigan



N

Legend

- Roads
- Municipal Boundary Lines
- Wire Center Bounds

Note: The street names of certain municipal boundary lines may not appear.

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.15.

Date: March 19, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Kurt Bovensiep, Public Works Director

Subject: Scheduled Contract Reopener with Great Lakes Water Authority- Amendment #5

History

- The 2008 wholesale contract between the Great Lakes Water Authority (GLWA) and the City of Troy is a 30-year contract with reopeners scheduled throughout the duration of the contract.
- City Council approved Amendment #4 in June, 2022, which was the previous reopener (RESOLUTION #2022-06-094-J-8).
- The primary purpose for the reopeners is to make adjustments to the peak hour, max day, and annual usage factors as they are affected by weather conditions and outdoor irrigation system usage. These items play an important role into the rates developed annually by GLWA and to minimize volatility and create equity among wholesale customers.
- These reopeners also give opportunity to have minor clarifications of contract language.
- Troy's amendment to Chapter 18- City Water Utility Section 12- Outdoor Water Use Restrictions in 2016, which limits the use of outdoor automated underground irrigations systems between 11 P.M. to 5 A.M., continues to successfully shift the city's peak hour to ensure contractual compliance.
- The City of Troy continues to invest in community education and capital improvements programs as part of our commitment to the contract.
- The contract and past amendments are attached for review.
- This reopener does not address commodity rates or fixed costs.
- The proposed Amendment #5 makes the following changes:
    - Exhibit A
        - Removes a water customer outside the corporate limits of the City of Troy in Rochester Hills
    - Exhibit B
        - Increases the maximum pressure at Meter TY-02 from 80 psi to 85 psi
        - Decreases maximum day flow rates from 27.3 mgd to 25.7 mgd
        - Decreases maximum peak hour flow rates from 40.3 mgd to 39.1 mgd

Recommendation
City Management recommends City Council approval of Amendment #5 to the 2008 water contract between the Great Lakes Water Authority and the City of Troy.

Legal Review
This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.

Suggested Resolution:
WHEREAS, In 2008 the City of Troy and Great Lakes Water Authority (GLWA) entered into a 30-year contract to provide water to the City of Troy which included contract reopeners to adjust factors used to develop annual water rates and allow opportunity for minor clarifications of contract language; and,

WHEREAS, These adjustment factors include pressures, peak hour, max day, and annual volumes in which the City of Troy has been able to control successfully through shifting peak hour usage into the exclusionary period of 11 P.M. to 5 A.M.; and,

WHEREAS, The City of Troy continues to educate and invest in community capital improvement projects as required in this contract;

NOW, THEREFORE, BE IT RESOLVED, That the attached Amendment #5 to the 30-year contract to provide wholesale water between the City of Troy and Great Lakes Water Authority is hereby **APPROVED**, as recommended by the City Administration, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

AMENDMENT NO. 5 TO WATER SERVICE CONTRACT
BETWEEN
GREAT LAKES WATER AUTHORITY
AND
CITY OF TROY

This Amendment No. 5 ("Amendment") is made between the Great Lakes Water Authority, a municipal authority and public body corporate ("GLWA"), and the City of Troy, a municipal corporation ("Member Partner"). GLWA and Member Partner are collectively referred to as the "Parties".

RECITALS

A. GLWA leases, operates, and maintains the public water supply system owned by the City of Detroit ("System"); and

B. On June 24, 2008, the Parties entered a Water Service Contract ("Contract") reflecting the terms and conditions governing the delivery and purchase of potable water, as subsequently amended and assigned; and

C. The Contract provides for periodic reopening on a four-year schedule, of which the Parties wish to avail themselves; and

D. Article 15 of the Contract permits the Parties to amend the Contract by mutual agreement; and

E. In consideration of the mutual undertakings of the Parties and for the benefit of the public, it is the mutual desire of the Parties to enter this Amendment to amend the Contract as set forth in detail in the following sections.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

1. Exhibit A of the Contract is amended by deleting in its entirety the existing Exhibit A and substituting the attached Exhibit A in its place.

2. Exhibit B of the Contract is amended by deleting in its entirety the existing Exhibit B and substituting the attached Exhibit B in its place.

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

4. This Amendment to the Contract shall be effective and binding upon the Parties when it is signed and acknowledged by the duly authorized representatives of both Parties and is approved by Member Partner's governing body and the GLWA Board of Directors.

(*Signatures appear on next page*)

Accordingly, GLWA and Member Partner, by and through their duly authorized officers and representatives, have executed this Amendment.

City of Troy:

By: _____
Ethan Baker
Mayor

By: _____
Aileen Dickson, MMC, MiPMC II
City Clerk

APPROVED BY
TROY CITY COUNCIL ON: _____
Date

Great Lakes Water Authority:

By: _____
Suzanne R. Coffey, P.E.
Chief Executive Officer

Dated: _____

APPROVED BY
GLWA BOARD OF DIRECTORS ON: _____
Date

APPROVED AS TO FORM BY
GLWA GENERAL COUNSEL ON: _____
Signature/Date

EXHIBIT A

Customer's Water Distribution Points

This Exhibit contains the following information:

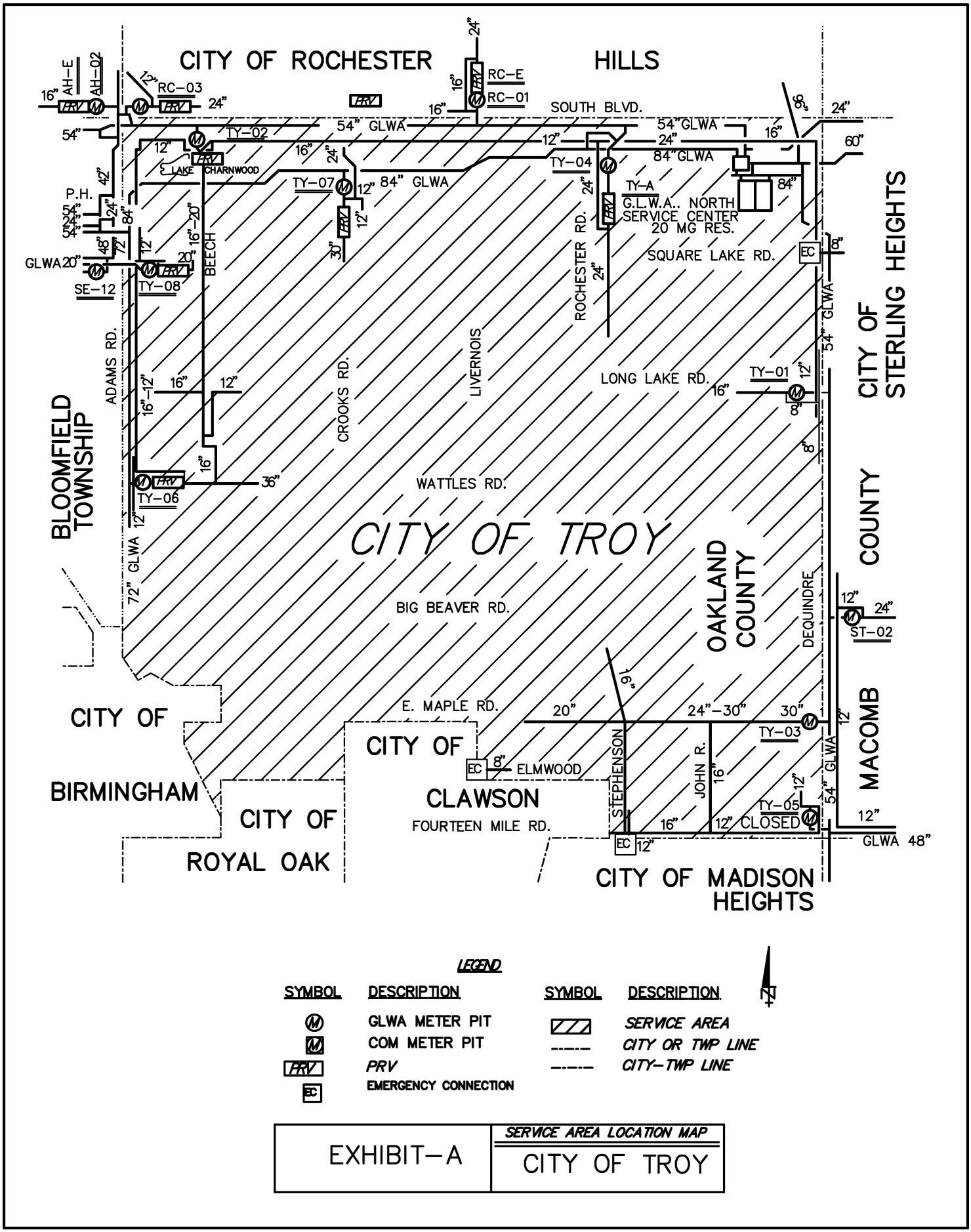
1. The corporate limits of Customer;

2. The agreed upon water Service Area of Customer which (a) may or may not be entirely within the corporate limits of Customer and (b) which may or may not include the entire area within the Customer's corporate limits;

3. The specific location of the Water Distribution Points, including any Board approved emergency connections;

4. The designation of appurtenances to be maintained by Customer and those to be maintained by the Board; and

5. A list of any closed meter locations.



LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
M	GLWA METER PIT		*SERVICE AREA*
M	COM METER PIT	-----	*CITY OR TWP LINE*
PRV	*PRV*	-·-·-	*CITY–TWP LINE*
EC	EMERGENCY CONNECTION		

EXHIBIT–A	*SERVICE AREA LOCATION MAP* CITY OF TROY

EXHIBIT A

City of Troy Emergency Connections:

Connection to Clawson (SOCWA)
8" GV&W – at the intersection of Main and Elmwood

Connection to Sterling Heights
8" GV&W – across from Beaumont Hospital at 44201 Dequindre Road

Connection to Madison Heights
12" – at S.W. Corner of 14 Mile and Stephenson

City of Troy Water Customers Outside of Corporate Limits:

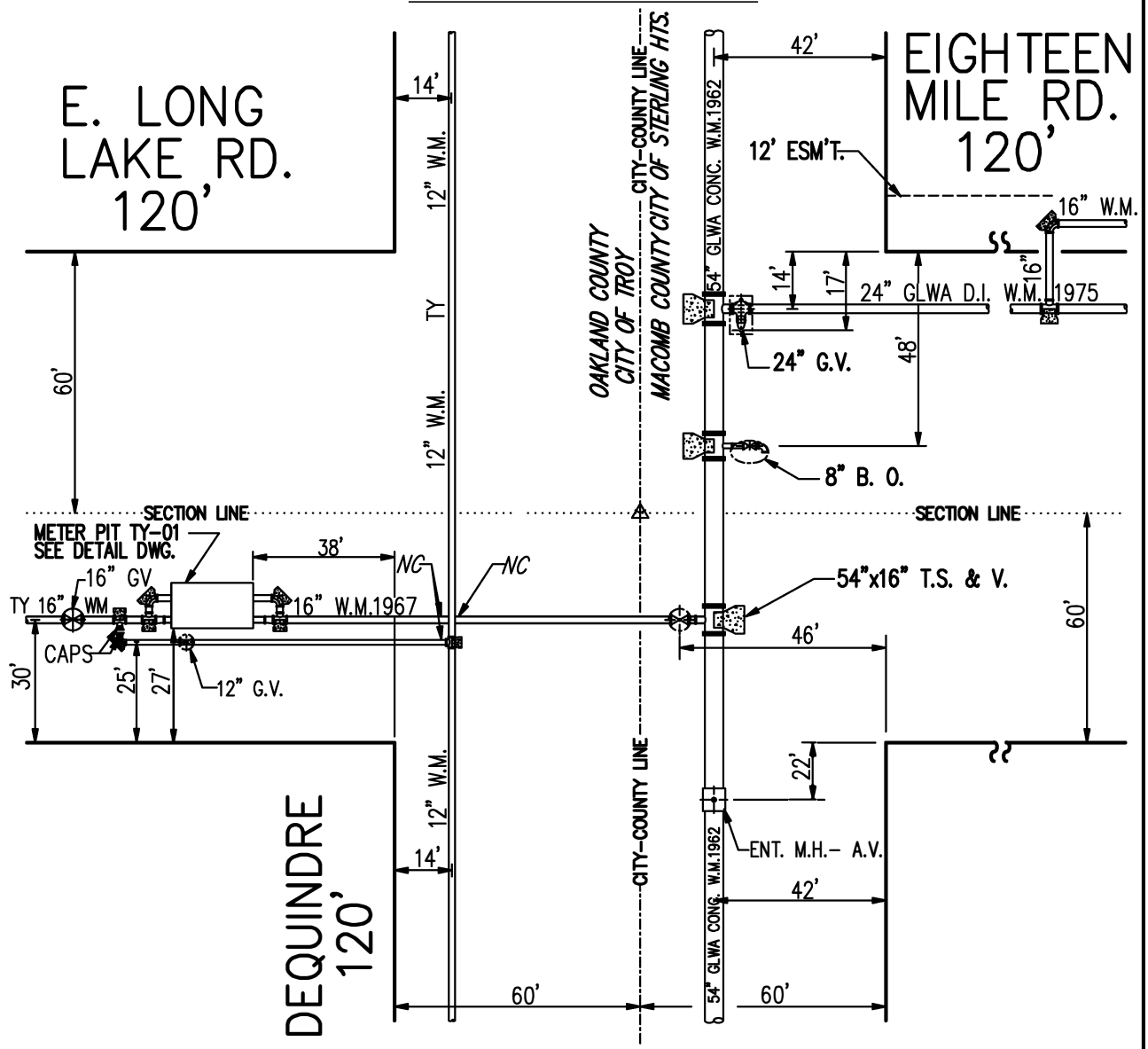
3061 Adams Rd., Bloomfield Twp. Sewer Only

6001 Adams Rd., Bloomfield Twp. Sewer Only

City of Troy Master Meters Not In Service:

TY-05

EXHIBIT–A TY–01
DEQUINDRE AND LONG LAKE RD.
CITY OF TROY



SITE PLAN

NOT TO SCALE

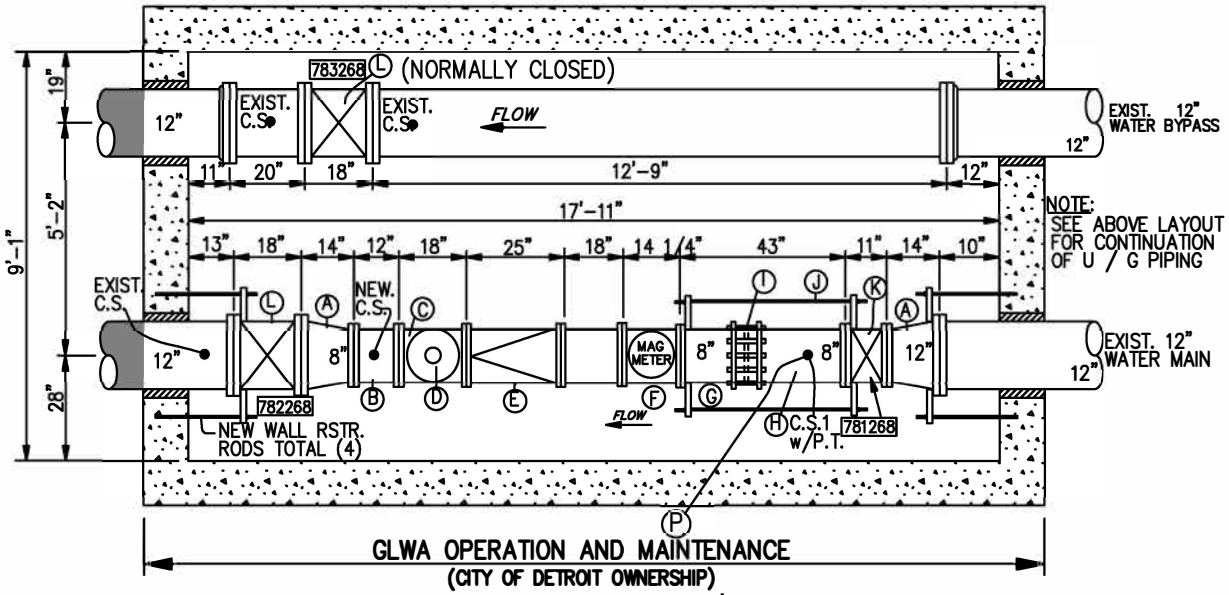
TY – CITY OF TROY
OWNERSHIP & MAINTENANCE

GLWA – GREAT LAKES WATER AUTHORITY
OPERATION AND MAINTENANCE
(CITY OF DETROIT OWNERSHIP)

LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

TY 01

EXHIBIT–A TY–01
DEQUINDRE AND LONG LAKE RD.
CITY OF TROY



CITY OF TROY OWNERSHIP & MAINTENANCE

METER PIT DETAIL
NOT TO SCALE

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

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

(P)–UPSTREAM PRESSURE TRANSMITTER, G.L.W.A. OPERATION & MAINTENANCE (CITY OF DETROIT OWNERSHIP)

ADDRESS ..... 40999 DEQUINDRE
FEED TO ..... CITY OF TROY
FEED FROM ..... 54" G.L.W.A. TRANS. MAIN
TYPE OF METER ..... SIEMENS MAG 5100 W
SIZE OF METER ..... 8" / DN 200
METER NUMBER 7ME658 387001U253
DATE METER SET ..... 6 / 3 / 2015
METER PIT CONST & SIZE ..... 18'–0" x 9'–1" REINF. CONCRETE
SECTION MAP 20–Y
REMARKS ..... NONE
GATE BOOK N–1073
DRAWN BY ..... GLWA 10 / 20 / 17

TY 01

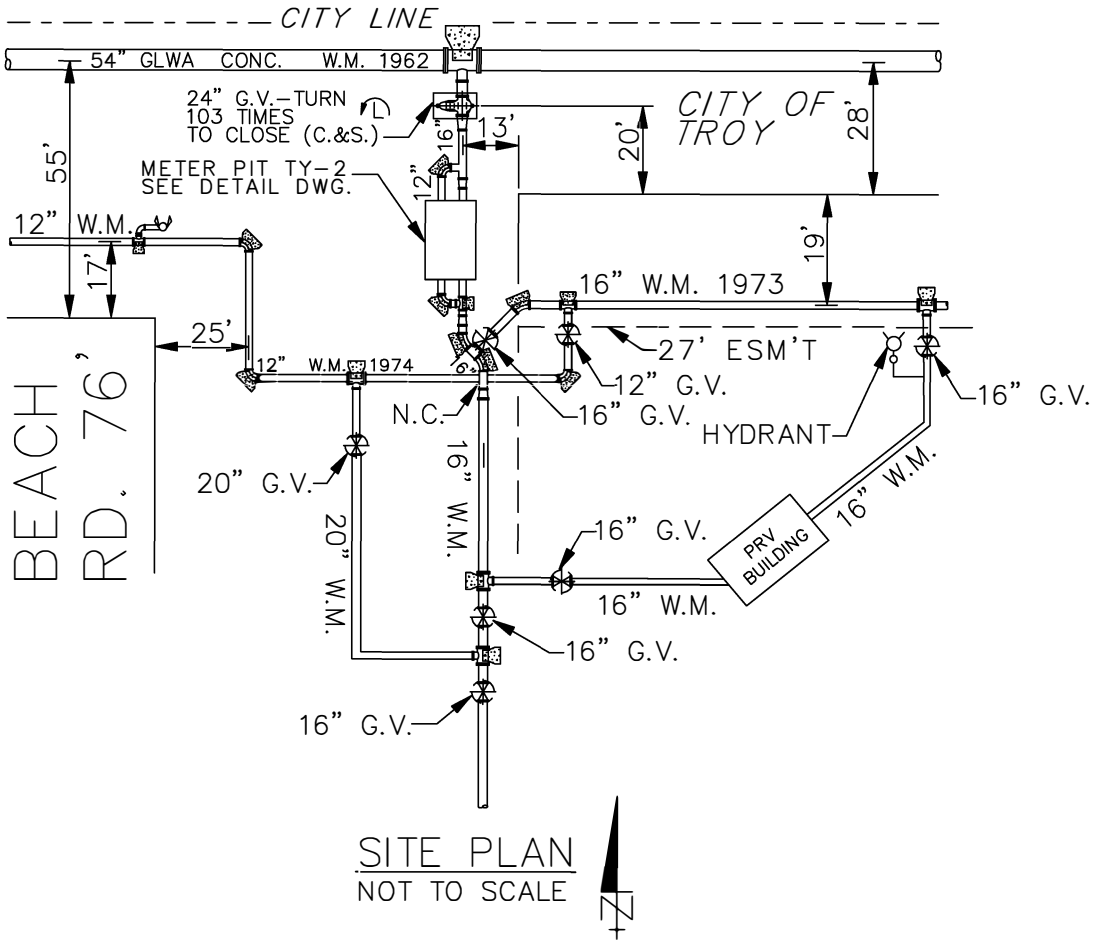
EXHIBIT–A TY–02

SOUTH BLVD. AND BEACH RD.

CITY OF TROY

93' SOUTH BLVD. 66'

CITY OF ROCHESTER HILLS



SITE PLAN
NOT TO SCALE

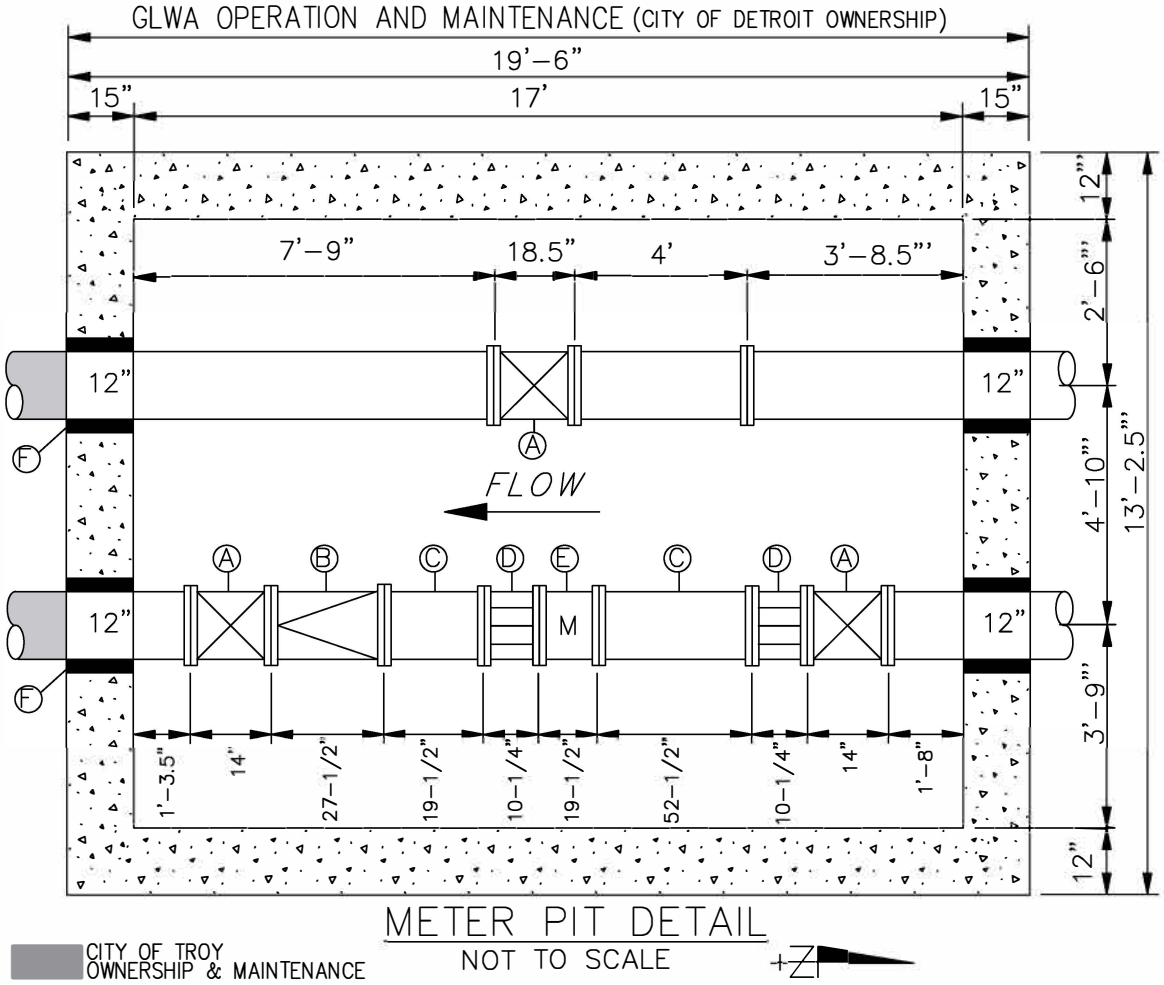
LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

TY 02

EXHIBIT – A TY–02

SOUTH BLVD. AND BEACH RD.

CITY OF TROY



METER PIT DETAIL

NOT TO SCALE

CITY OF TROY OWNERSHIP & MAINTENANCE

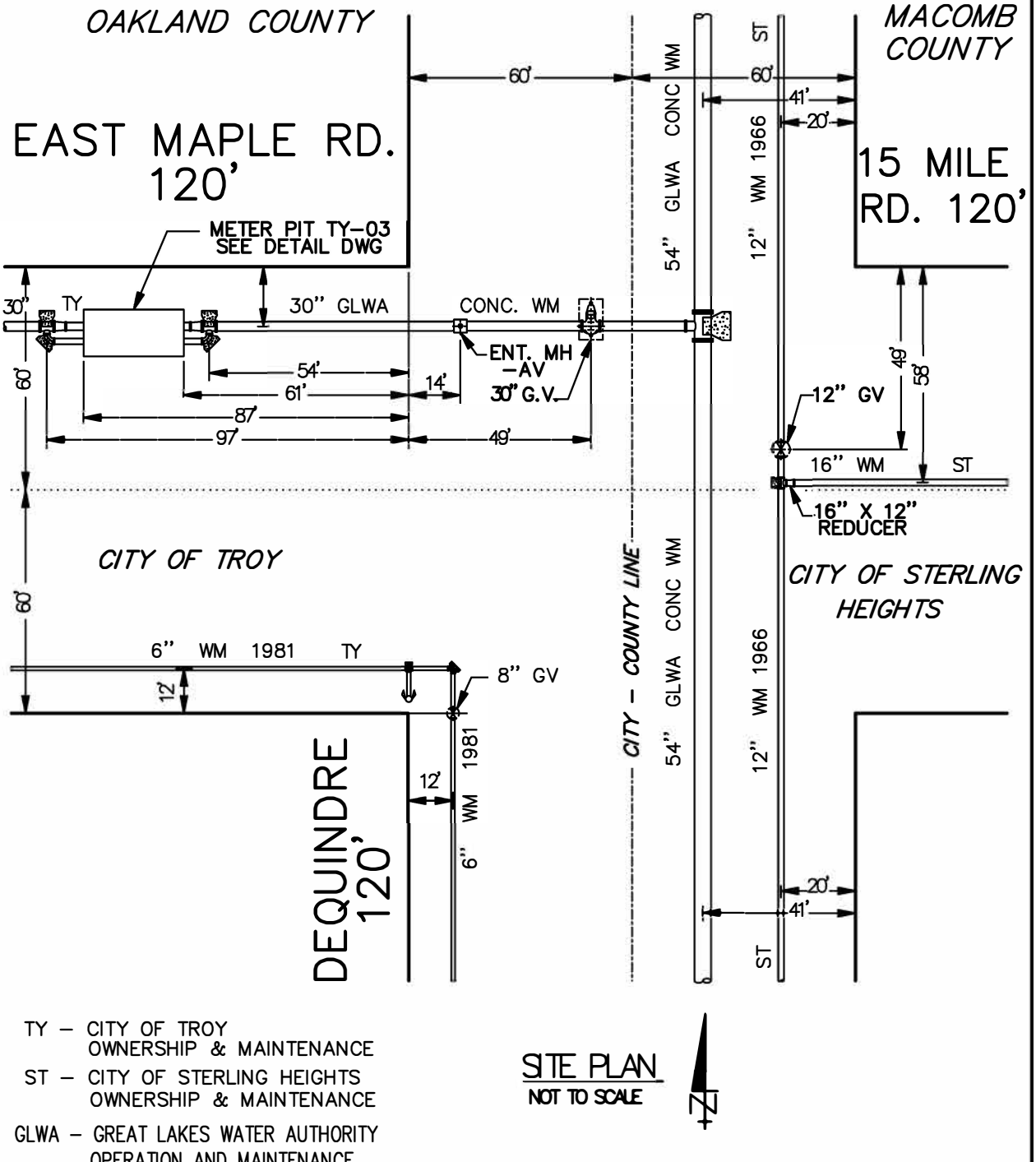
LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
A	2	12" FLG. GATE VALVE (CLOSED)	12"
B	1	12" CHECK VALVE	12"
C	2	SPOOL	12"
D	2	RFCA	12"
E	1	12" MAG METER	12"
F	4	SLEEVE	12"

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

FEED TO ..... CITY OF TROY
FEED FROM ..... 54" G.L.W.A. TRANS. MAIN
TYPE OF METER ..... SIEMENS MAG 5100W
SIZE OF METER ..... 12"/DN300
METER NUMBER PBD–L9124503
DATE METER SET ..... JUNE 17, 2020
METER PIT CONST & SIZE ..... 17'–0" X 11'–2.5" I.D. REINF. CONC.
SECTION MAP ..... 13–4 & 5
GATE BOOK N–1101
FIELD BOOK NO. ..... NONE
REMARKS ..... OPEN JUNE 17, 2020

TY 02

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



TY – CITY OF TROY
OWNERSHIP & MAINTENANCE

ST – CITY OF STERLING HEIGHTS
OWNERSHIP & MAINTENANCE

GLWA – GREAT LAKES WATER AUTHORITY
OPERATION AND MAINTENANCE
(CITY OF DETROIT OWNERSHIP)

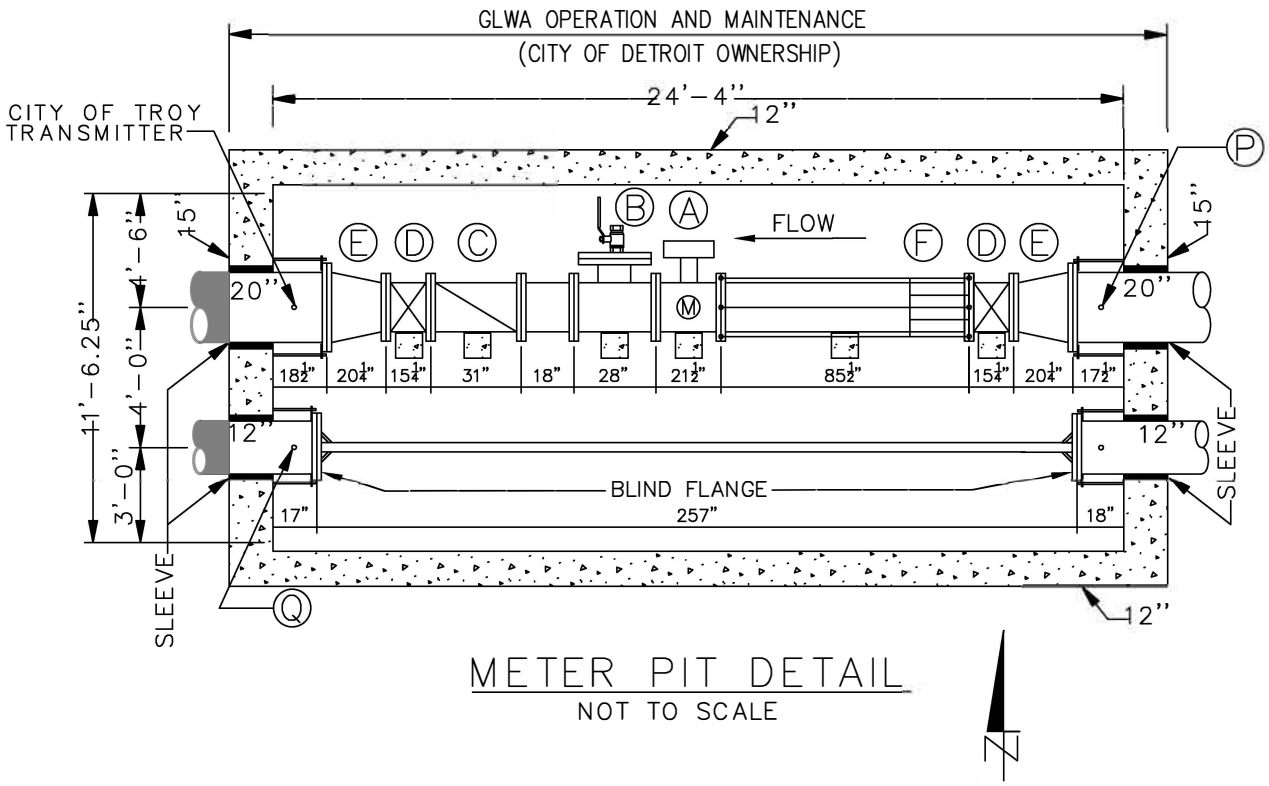
SITE PLAN
NOT TO SCALE

N

LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

TY 03

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



METER PIT DETAIL
NOT TO SCALE

N

LEGEND			
TAG	QTY	DESCRIPTION	SIZE
A	1	MAG METER	14"
B	1	TEST TEE	14"X8"
C	1	CHECK VALVE	14"
D	2	GATE VALVE	14"
E	2	REDUCERS	20"X14"
F	1	RFCA	14"

CITY OF TROY OWNERSHIP & MAINTENANCE

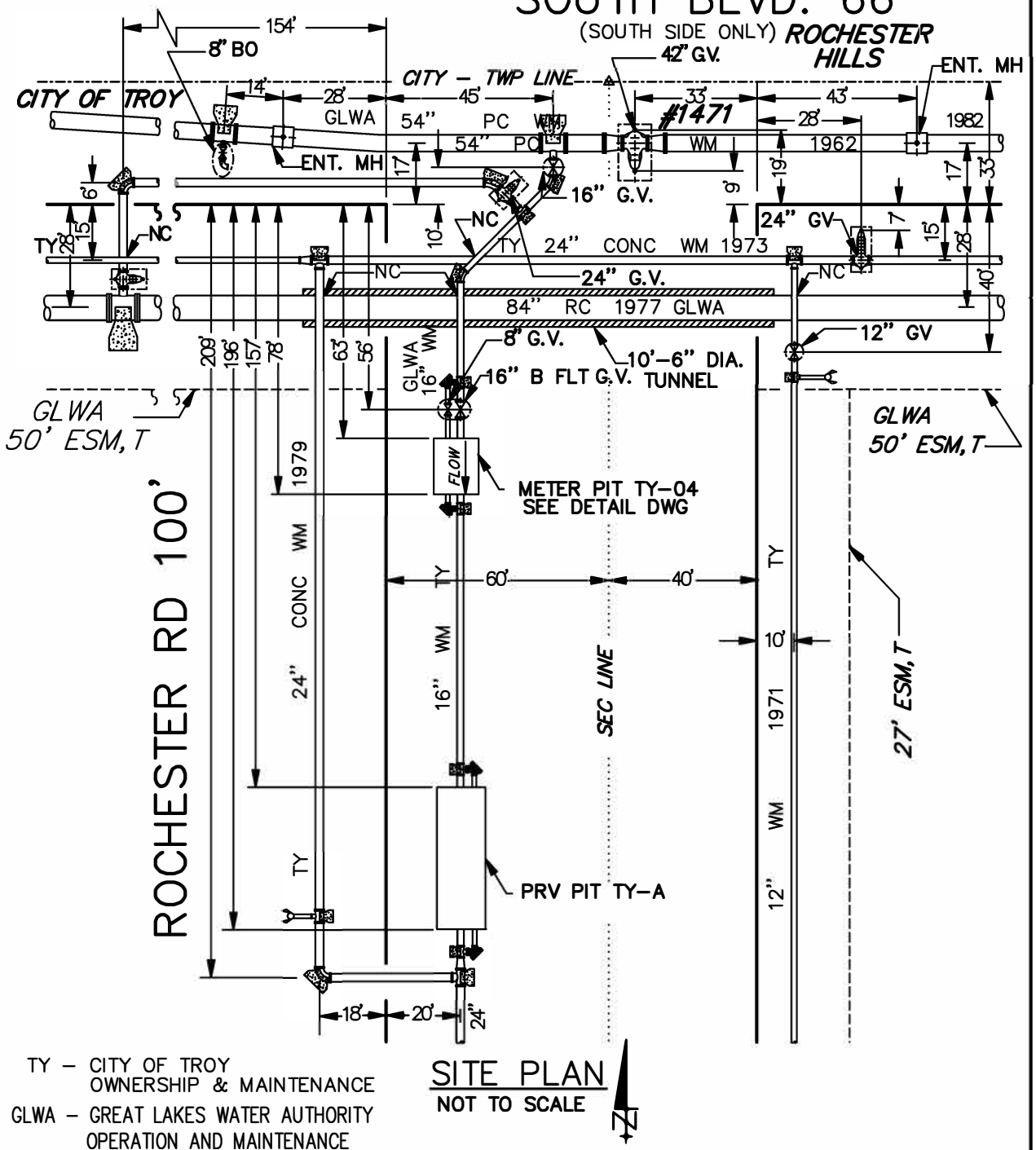
(P) –UPSTREAM PRESSURE TRANSMITTER, GLWA OPERATION AND MAINTENANCE (CITY OF DETROIT OWNERSHIP)

(Q)–DOWNSTREAM PRESSURE TRANSMITTER, GLWA OPERATION AND MAINTENANCE (CITY OF DETROIT OWNERSHIP)

ADDRESS_____2971 E. MAPLE
FEED TO_____CITY OF TROY
FEED FROM_____54" DWSD TRANS. MAIN
TYPE OF METER_____SIEMENS MAG5100W
SIZE OF METER_____14"
METER NUMBER_____PBD–LD184558
DATE METER SET_____01/29/2020
METER PIT CONST & SIZE_____24'–4"x11'–6.25"ID REINF.CONC
SECTION MAP_____20–Y
GATE BOOK_____E–1064
FIELD BOOK_____1967–MP–32–35
DRAWN BY_____A.D. BOLTON 2/14/08
REMARKS_____

TY 03

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



TY – CITY OF TROY OWNERSHIP & MAINTENANCE

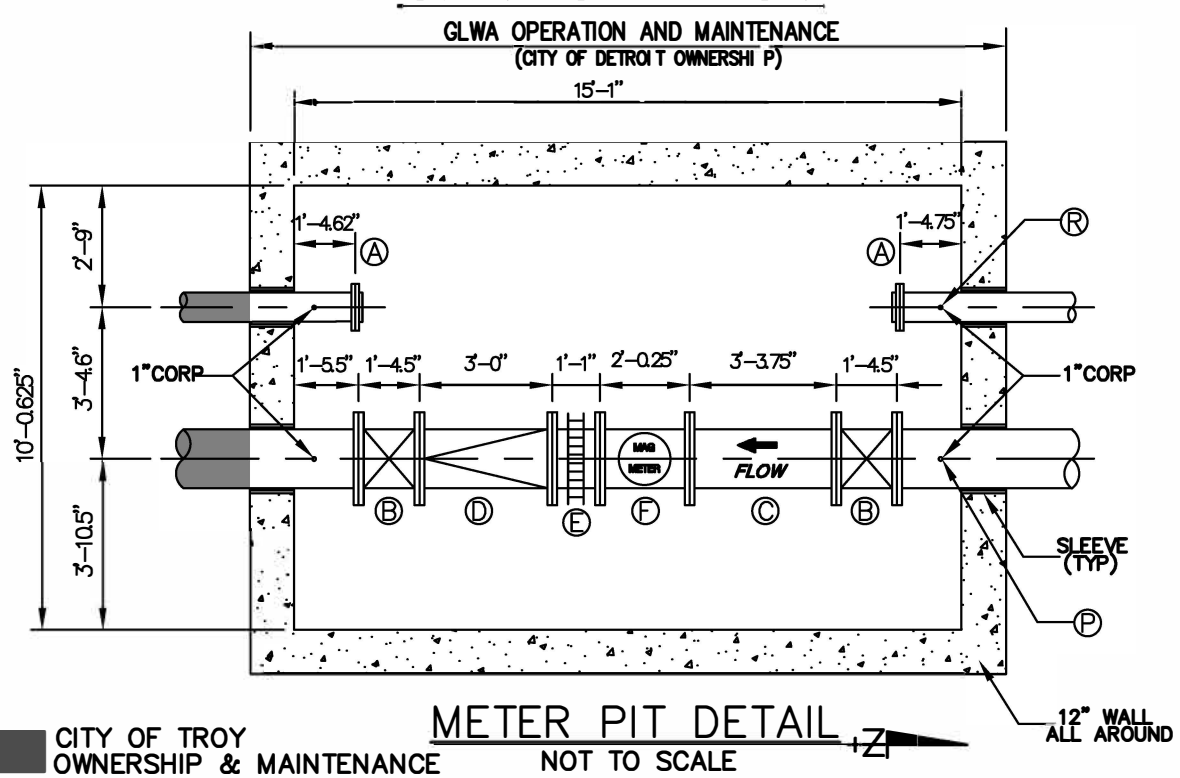
GLWA – GREAT LAKES WATER AUTHORITY OPERATION AND MAINTENANCE (CITY OF DETROIT OWNERSHIP)

SITE PLAN
NOT TO SCALE

LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

TY 04

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



CITY OF TROY OWNERSHIP & MAINTENANCE

METER PIT DETAIL
NOT TO SCALE

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

Ⓟ–UPSTREAM PRESSURE TRANSMITTER, G.L.W.A. OPERATION & MAINTENANCE (CITY OF DETROIT OWNERSHIP)

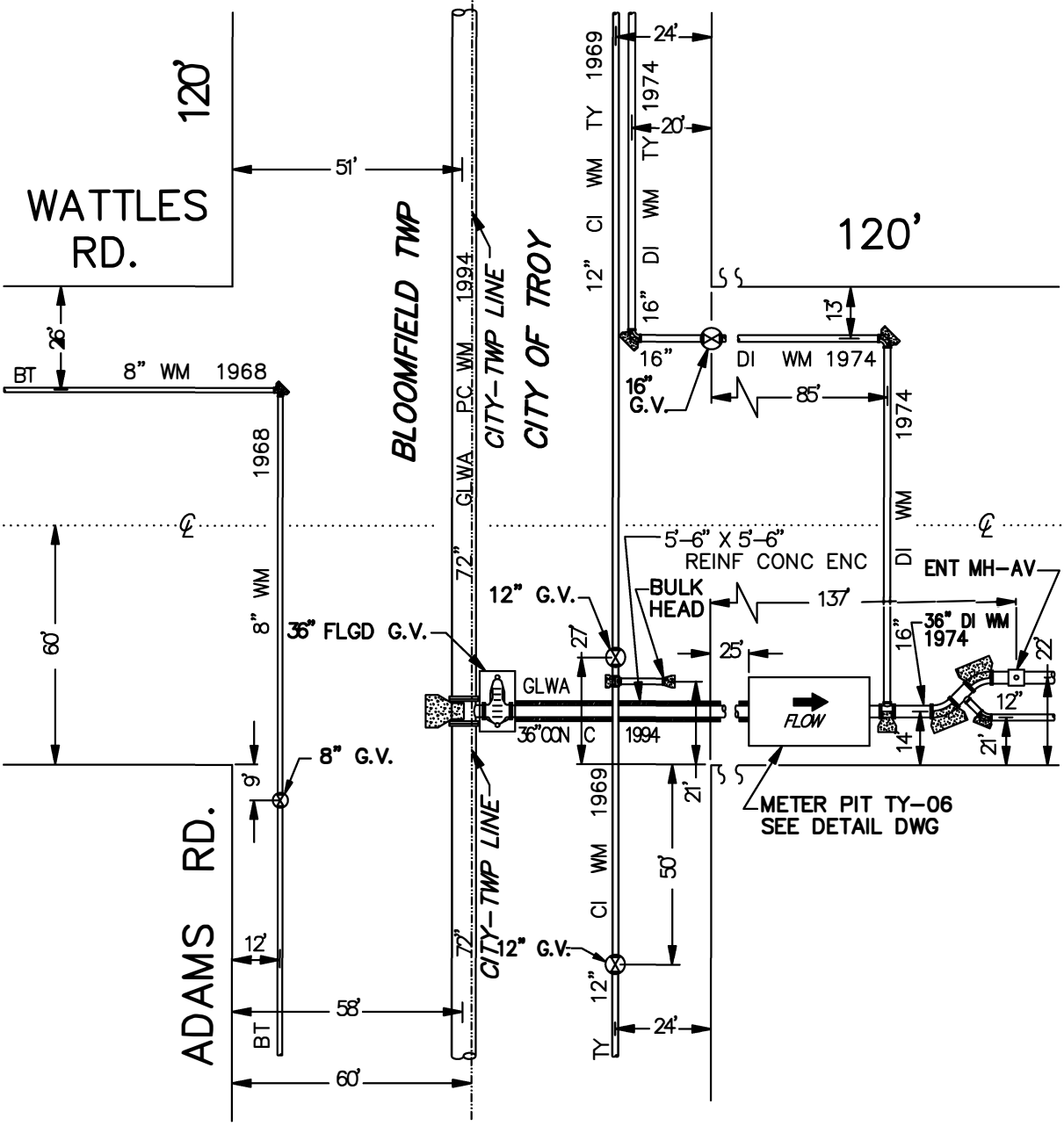
Ⓡ–DOWNSTREAM PRESSURE TRANSMITTER, G.L.W.A. OPERATION & MAINTENANCE (CITY OF DETROIT OWNERSHIP)

LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
A	2	BLIND FLANGE	8"
B	2	GATE VALVE (CCW) 785271	16"
C	1	SPOOL	16"
D	1	CHECK VALVE	16"
E	2	MECH ADPATER	16"
F	1	MAG METER	16"

ADDRESS.....6971 ROCHESTER
FEED TO.....CITY OF TROY
FEED FROM.....54" GLWA TRANS MAIN
TYPE OF METER.....SIEMENS MAG 5100W
SIZE OF METER.....16"
METER NUMBER.....388101U253
DATE METER SET.....05/14/2016
METER PIT CONST & SIZE.....13'–0.25" X 10'–0.625" ID REINF CONC
SECTION MAP.....18–4
GATE BOOK.....N–1087
FIELD BOOK.....
DRAWN BY.....GLWA 10/20/17
REMARKS.....

TY 04

EXHIBIT–A TY–06
ADAMS AND WATTLES
CITY OF TROY



TY – CITY OF TROY
OWNERSHIP & MAINTENANCE

BT – BLOOMFIELD TOWNSHIP
OWNERSHIP & MAINTENANCE

GLWA – GREAT LAKES WATER AUTHORITY
OPERATION AND MAINTENANCE
(CITY OF DETROIT OWNERSHIP)

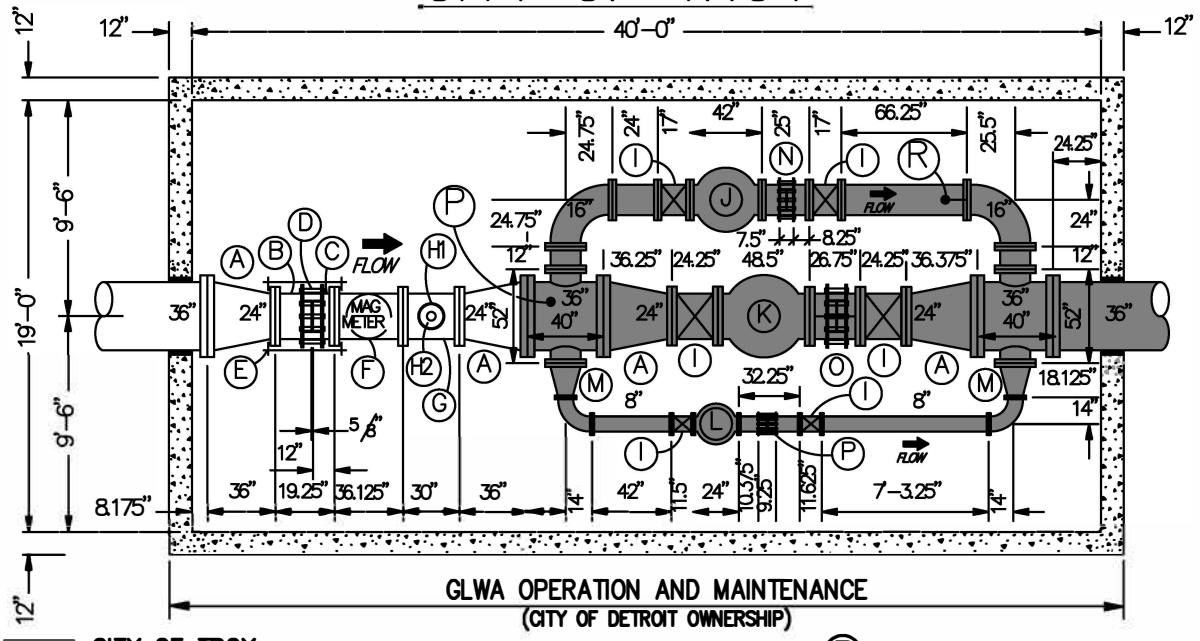
SITE PLAN
NOT TO SCALE

N

LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

TY 06

EXHIBIT–A TY–06
ADAMS AND WATTLES
CITY OF TROY



CITY OF TROY OWNERSHIP & MAINTENANCE

Ⓟ–UPSTREAM PRESSURE TRANSMITTER, G.L.W.A. OPERATION & MAINTENANCE (CITY OF DETROIT OWNERSHIP)

Ⓡ–DOWNSTREAM PRESSURE TRANSMITTER, G.L.W.A. OPERATION & MAINTENANCE (CITY OF DETROIT OWNERSHIP)

METER PIT DETAIL
NOT TO SCALE

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

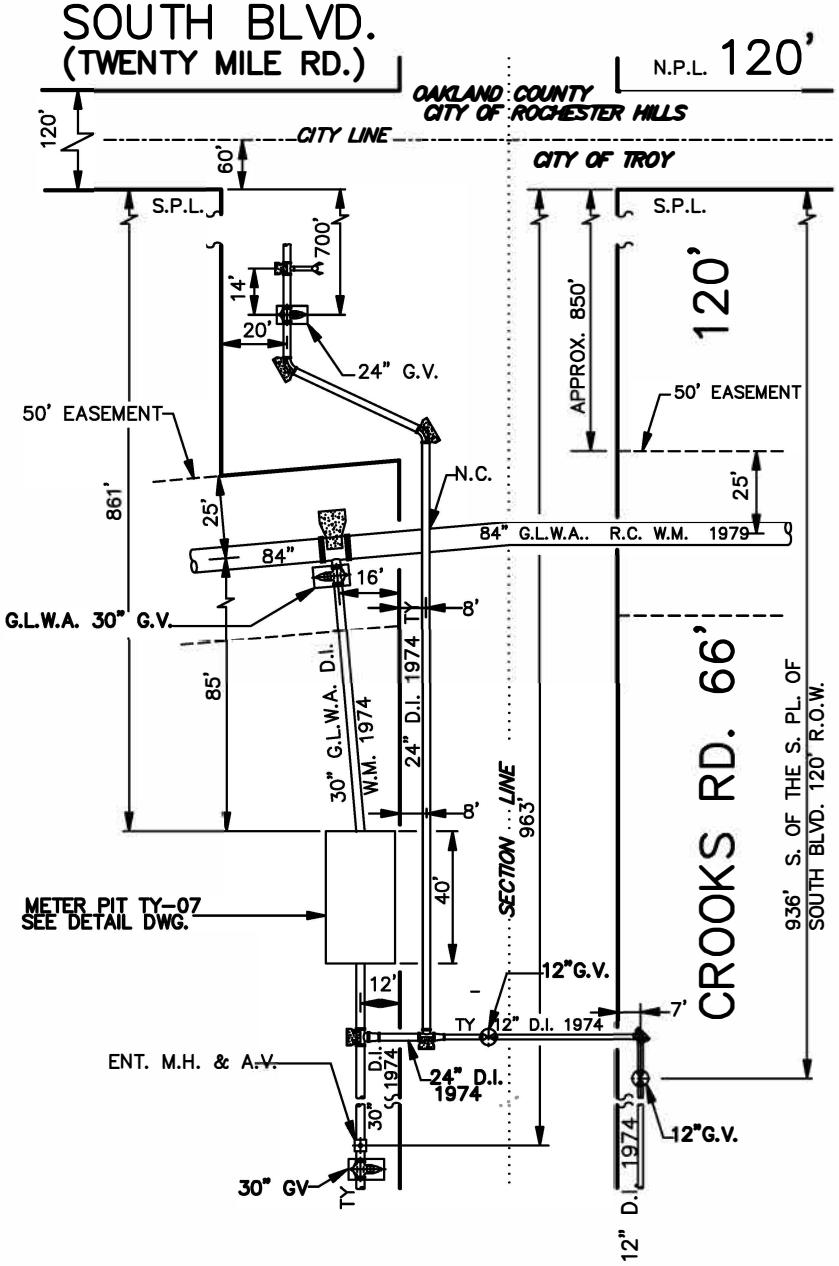
LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
A	4	36" x 24" FLGD. CONCENTRIC REDUCERS, D.I. 18" F-F	36" x 24"
B	1	24" x 1'–7 1/4" F–PE PIPE, GADR. D.I.	24"
C	1	24" x 1'–0" F–PE PIPE, GADR. D..I.	24"
D	1	24" 'DRESSER STYLE' PIPE COUPLING	24"
E	LOT	COUPLING RESTR.: [6] 43" LONG THRD. RODS. [12] EAR PLATES	1"
F	1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

TAG	QTY.	DESCRIPTION	SIZE
H2	1	TEST TEE ASSEMBLY w 3" x 9" O.D. COMPANION FLANGE	–
I	6	GATE VALVE	8", 16", 24"
J	1	16" ROSS P.R.V.	16"
K	1	24" ROSS P.R.V.	24"
L	1	8" ROSS P.R.V.	8"
M	1	8" x 16" REDUCER	8" x 16"
N	1	16" 'DRESSER STYLE' PIPE COUPLING	16"
O	1	24" 'DRESSER STYLE' PIPE COUPLING	24"
P	1	8" 'DRESSER STYLE' PIPE COUPLING	8"

LOCATION ADAMS AND WATTLES
FEED TO CITY OF TROY
FEED FROM 72" GLWA TRANSMISSION MAIN
TYPE OF METER ABB MAG
SIZE OF METER 24"
METER NUMBER V /34729/ 17/ 1
DATE OF METER SET 5 /12/ 2000
METER PIT SIZE & CONST. 19'–0" x 40'–0" REINF CONCRETE
TYPE & SIZE OF P.R.V. ROSS PRV – 24", 16" & 8"
DATE VALVE SET
SECTION MAP NO. 13–1
GATE BOOK NO. NONE
REMARKS NONE
DRAWN BY: GLWA 10/20/17

TY 06

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



TY – CITY OF TROY
OWNERSHIP & MAINTENANCE

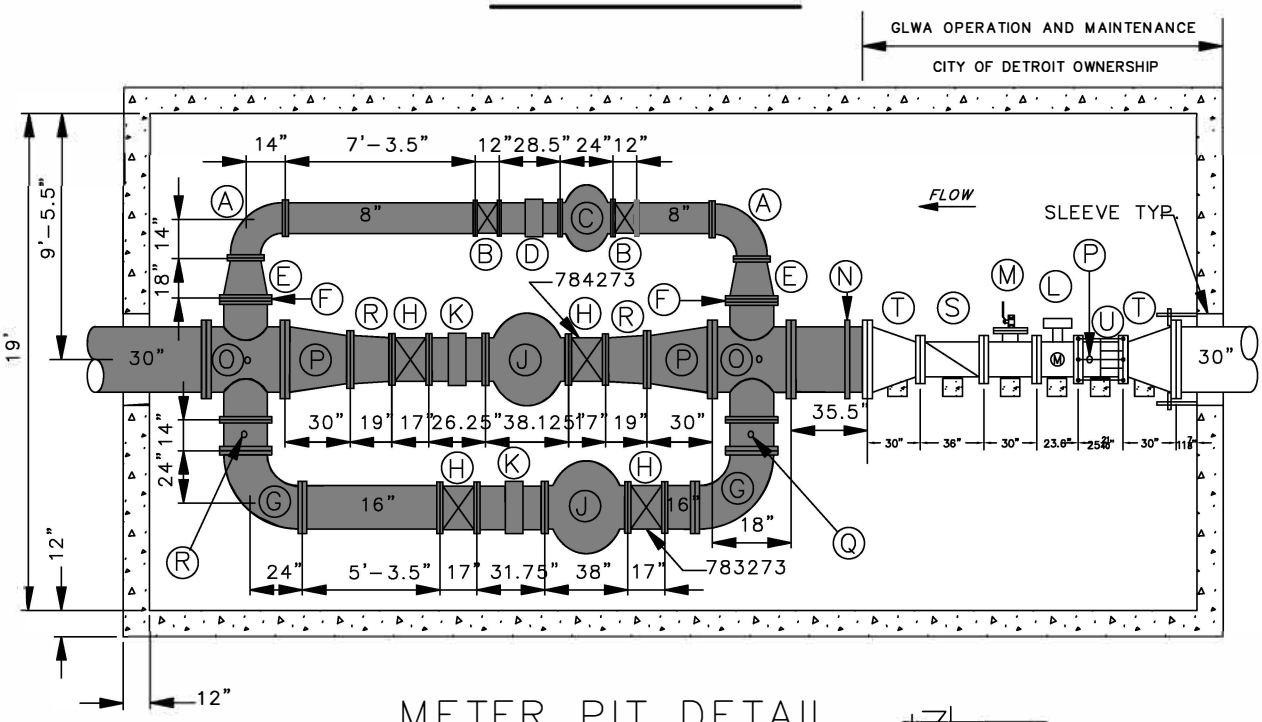
GLWA – GREAT LAKES WATER AUTHORITY
OPERATION AND MAINTENANCE
(CITY OF DETROIT OWNERSHIP)

SITE PLAN
NOT TO SCALE

LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

TY 07

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



METER PIT DETAIL

NOT TO SCALE

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

LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
L	1	MAG METER	16"
M	1	TEST TEE	16"X8"
N	1	30" DRESSER COUPLING	30"
O	2	30" X 16" TEE	30"X16"
P	2	30" X 18" REDUCER	30"X18"
R	2	18" X 16" REDUCER	18"X16"
S	1	CHECK VALVE	16"
T	1	REDUCER	30"X16"
U	1	RFCA	16"

CITY OF TROY OWNERSHIP & MAINTENANCE

(P) UPSTREAM PRESSURE TRANSMITTER, GLWA OPERATION AND MAINTENANCE CITY OF DETROIT OWNERSHIP

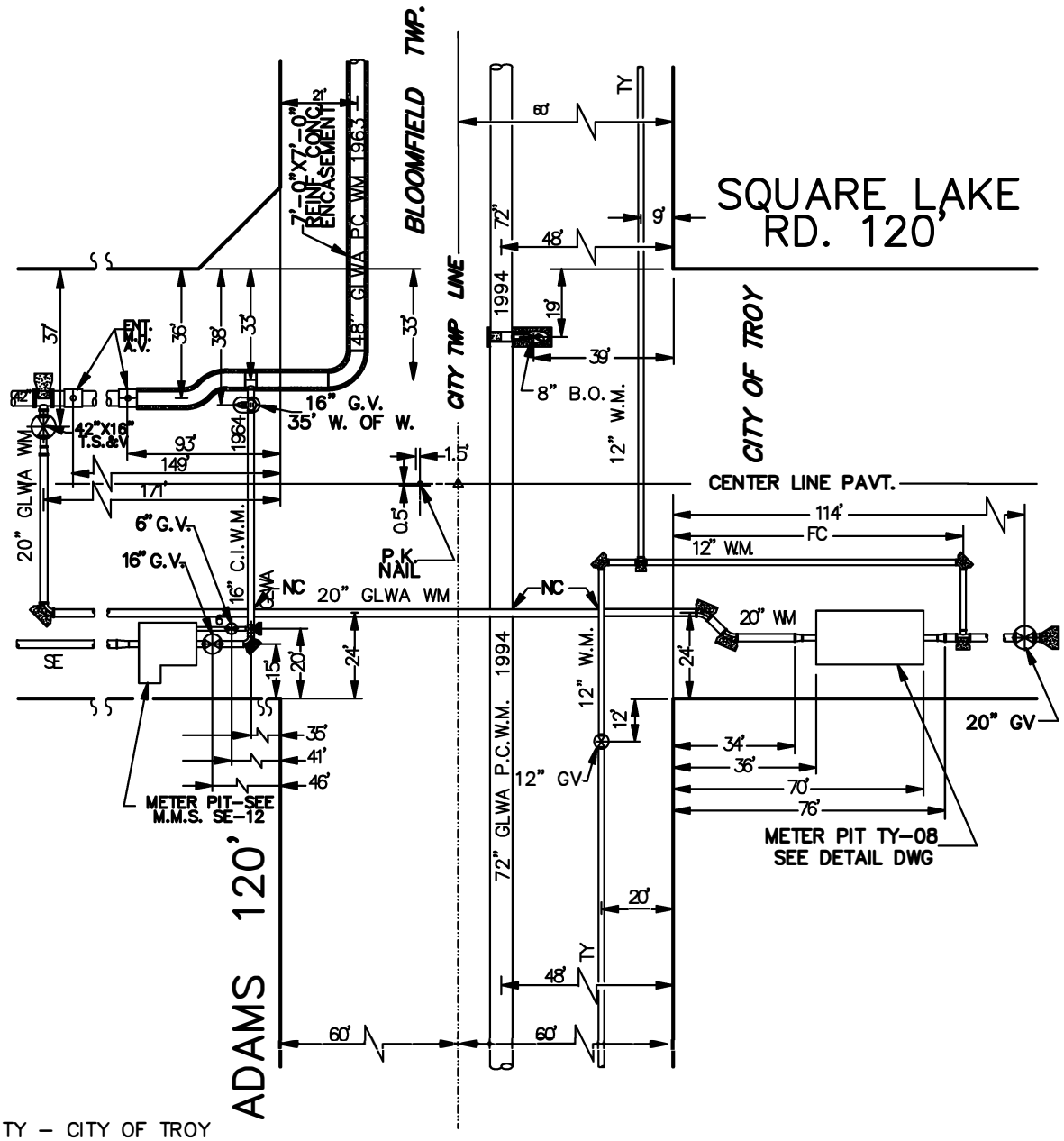
(Q) DOWNSTREAM PRESSURE TRANSMITTER, D.W.S.D. OWNERSHIP & MAINTENANCE

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

FEED TO _____ CITY OF TROY
FEED FROM _____ 84" D.W.S.D. TRANS. MAIN
TYPE OF METER _____ SIEMENS MAG5100W
SIZE OF METER _____ 16"
TYPE OF P.R.V. _____ 8") ROSS 16") ROSS
SIZE OF P.R.V. _____ 8" 16" X 2
METER NUMBER _____ PBD–M5194530
DATE METER SET _____ 11/13/2020
METER PIT CONST & SIZE ___ 40'–.0" X 19'–0" I.D., REINF. CONC.
SECTION MAP _____ 14–4 & 16–4
REMARKS _____
GATE BOOK _____ N–1095 & N–1145
DRAWN BY _____

TY 07

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



TY – CITY OF TROY
OWNERSHIP & MAINTENANCE

SE – SOCWA
OWNERSHIP & MAINTENANCE

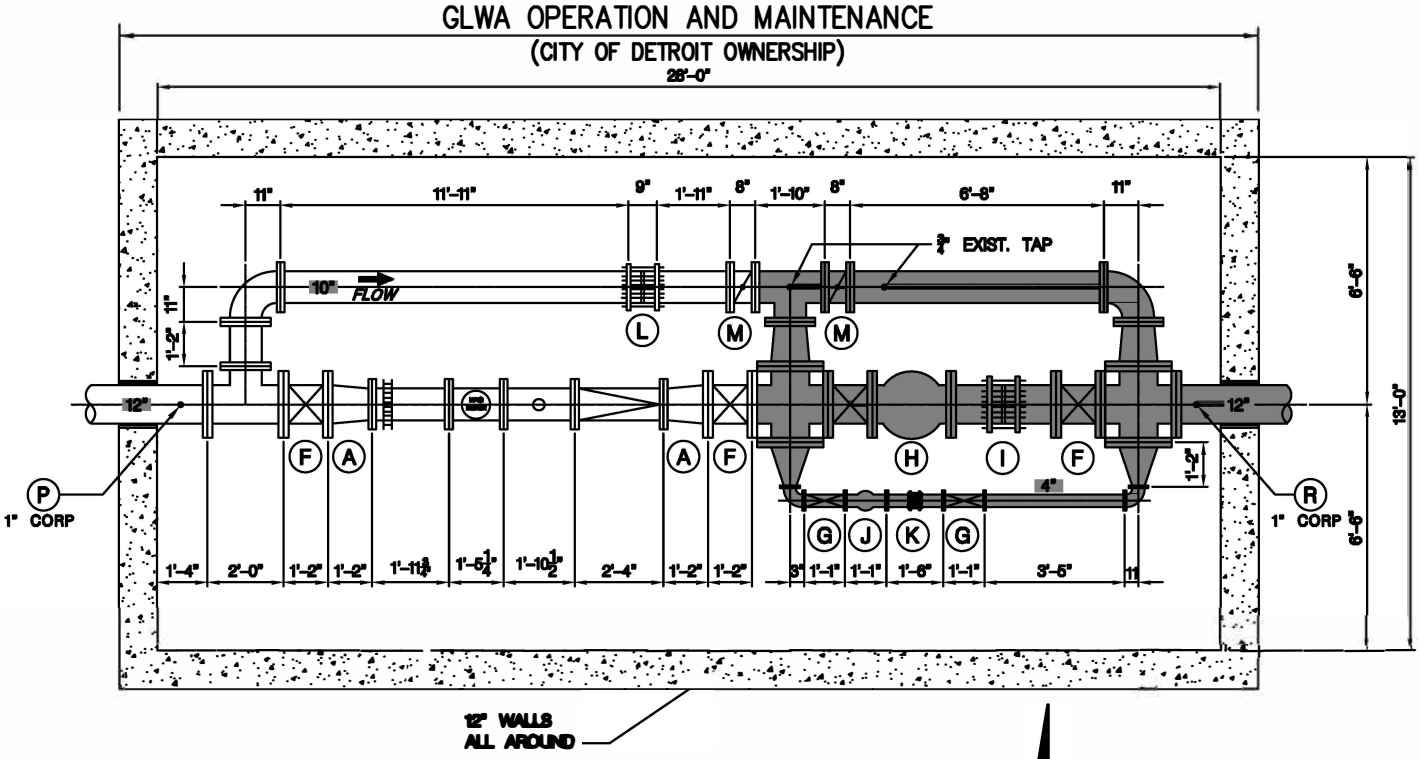
GLWA – GREAT LAKES WATER AUTHORITY
OPERATION AND MAINTENANCE
(CITY OF DETROIT OWNERSHIP)

SITE PLAN
NOT TO SCALE

LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

TY 08

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



METER PIT DETAIL
NOT TO SCALE

CITY OF TROY
OWNERSHIP AND MAINTENANCE

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

Ⓟ–UPSTREAM PRESSURE TRANSMITTER, G.L.W.A. OPERATION & MAINTENANCE (CITY OF DETROIT OWNERSHIP)

Ⓡ–OTHER PRESSURE TRANSMITTER, G.L.W.A. OPERATION & MAINTENANCE (CITY OF DETROIT OWNERSHIP)

LEGEND			
TAG	QTY	DESCRIPTION	SIZE
A	2	FLGD CONC REDUC DI F–F	12" X 10"
D	1	10"X1'–11.5" F–PE PIPE ø3" TOL DI	10"
F	4	GATE VALVE	12"
G	1	GATE VALVE	10"
H	1	CAL–VAL	12"
I	1	DRESSER CPLG.	12"
J	1	GOLDEN ANDERSON PRV	4"
K	1	DRESSER CPLG.	10"
L	1	DRESSER CPLG.	10"
M	1	BFLY. V. BIF TYPE H	10"

ADDRESS ..... 2985 E. SQUARE LAKE ROAD
FEED TO ..... CITY OF TROY
FEED FROM ..... 42" GLWA TRANS. MAIN
TYPE OF METER ..... SIEMENS MAG 5100W
SIZE OF METER ..... 10" / DN 250
METER NUMBER 559603U335
DATE METER SET 1/16/16
TYPE OF PRV ..... GOLDEN ANDERSON CLA–VAL
SIZE OF PRV ..... 12" 4"
METER PIT CONST & SIZE ..... 28–0" X 13'–0" ID REINF CONC'
SECTION MAP 13–3
GATE BOOK N–1127
DRAWN BY ..... GLWA 10/20/17

TY 08

EXHIBIT B

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

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

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

EXHIBIT B

Table 1
Projected Annual Volume and Minimum Annual Volume

Fiscal Year Ending June 30	Projected Annual Volume (Mcf)	Minimum Annual Volume (Mcf)
2009	**630,000**	**315,000**
2010	**630,000**	**315,000**
2011	**576,000**	**288,000**
2012	**576,000**	**288,000**
2013	**576,000**	**288,000**
2014	**530,000**	**265,000**
2015	**543,000**	**271,500**
2016	**556,000**	**278,000**
2017	**569,000**	**284,500**
2018	**580,000**	**290,000**
2019	**580,000**	**290,000**
2020	**580,000**	**290,000**
2021	**580,000**	**290,000**
2022	**580,000**	**290,000**
2023	**580,000**	**290,000**
2024	**525,000**	**262,500**
2025	**525,000**	**262,500**
2026	**525,000**	**262,500**
2027	**525,000**	**262,500**
2028	**525,000**	**262,500**
2029	**525,000**	**262,500**
2030	**525,000**	**262,500**
2031	**525,000**	**262,500**
2032	*525,000*	*262,500*
2033	*525,000*	*262,500*
2034	*525,000*	*262,500*
2035	*525,000*	*262,500*
2036	*525,000*	*262,500*
2037	*525,000*	*262,500*
2038	*525,000*	*262,500*

EXHIBIT B

Table 2
Pressure Range and Maximum Flow Rate

Calendar Year (Reopener Schedule in bold type)	Pressure Range (psi) Meter TY-01		Pressure Range (psi) Meter TY-03		Pressure Range (psi) Meter TY-04		Pressure Range (psi) Meter TY-06		Pressure Range (psi) Meter TY-07		Pressure Range (psi) Meter TY-08	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
2008	**35**	**74**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2009	**35**	**74**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2010	**35**	**74**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2011	**35**	**74**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2012	**35**	**74**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2013	**50**	**75**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2014	**50**	**75**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2015	**50**	**75**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2016	**50**	**75**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2017	**50**	**75**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2018	**50**	**75**	**51**	**77**	**120**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2019	**50**	**75**	**51**	**77**	**120**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2020	**50**	**75**	**51**	**77**	**120**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2021	**50**	**75**	**51**	**77**	**120**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2022	**50**	**75**	**51**	**77**	**120**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2023	**50**	**75**	**51**	**77**	**120**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2024	**50**	**75**	**51**	**77**	**120**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2025	**50**	**75**	**51**	**77**	**120**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2026	**50**	**75**	**51**	**77**	**120**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2027	**50**	**75**	**51**	**77**	**120**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2028	**50**	**75**	**51**	**77**	**120**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2029	**50**	**75**	**51**	**77**	**120**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2030	**50**	**75**	**51**	**77**	**120**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2031	*50*	*75*	*51*	*77*	*120*	*149*	*87*	*111*	*72*	*96*	*104*	*134*
2032	*50*	*75*	*51*	*77*	*120*	*149*	*87*	*111*	*72*	*96*	*104*	*134*
2033	*50*	*75*	*51*	*77*	*120*	*149*	*87*	*111*	*72*	*96*	*104*	*134*
2034	*50*	*75*	*51*	*77*	*120*	*149*	*87*	*111*	*72*	*96*	*104*	*134*
2035	*50*	*75*	*51*	*77*	*120*	*149*	*87*	*111*	*72*	*96*	*104*	*134*
2036	*50*	*75*	*51*	*77*	*120*	*149*	*87*	*111*	*72*	*96*	*104*	*134*
2037	*50*	*75*	*51*	*77*	*120*	*149*	*87*	*111*	*72*	*96*	*104*	*134*

EXHIBIT B

Table 2 (continued)
Pressure Range and Maximum Flow Rate

Calendar Year (Reopener Schedule in bold type)	Pressure Range (psi) Meter TY-02		Maximum Flow Rate (mgd)	
	Min	Max	Max Day	Peak Hour
2008	**NA**	**NA**	**35.0**	**55.0**
2009	**NA**	**NA**	**35.0**	**55.0**
2010	**NA**	**NA**	**28.0**	**38.0**
2011	**NA**	**NA**	**28.0**	**38.0**
2012	**NA**	**NA**	**28.0**	**38.0**
2013	**NA**	**NA**	**28.0**	**39.0**
2014	**NA**	**NA**	**28.0**	**39.0**
2015	**NA**	**NA**	**29.0**	**39.0**
2016	**NA**	**NA**	**29.0**	**40.0**
2017	**NA**	**NA**	**29.0**	**40.0**
2018	**NA**	**NA**	**27.0**	**40.0**
2019	**NA**	**NA**	**27.0**	**40.0**
2020	**NA**	**NA**	**27.0**	**40.0**
2021	**NA**	**NA**	**27.0**	**40.0**
2022	**NA**	**NA**	**27.0**	**40.0**
2023	**55**	**80**	**27.3**	**40.3**
2024	**55**	**80**	**27.3**	**40.3**
2025	**55**	**80**	**27.3**	**40.3**
2026	**55**	**80**	**27.3**	**40.3**
2027	**55**	**85**	**25.7**	**39.1**
2028	**55**	**85**	**25.7**	**39.1**
2029	**55**	**85**	**25.7**	**39.1**
2030	**55**	**85**	**25.7**	**39.1**
2031	*TBD*	*TBD*	*25.7*	*39.1*
2032	*TBD*	*TBD*	*25.7*	*39.1*
2033	*TBD*	*TBD*	*25.7*	*39.1*
2034	*TBD*	*TBD*	*25.7*	*39.1*
2035	*TBD*	*TBD*	*25.7*	*39.1*
2036	*TBD*	*TBD*	*25.7*	*39.1*
2037	*TBD*	*TBD*	*25.7*	*39.1*

EXHIBIT B

Table 3
Flow Split Assumptions

Meter	Assumed Flow Split (2027-2030)
TY-01	0 – 3 %
TY-02	0 – 15 %
TY-03	0 – 20 %
TY-04	10 – 60 %
TY-06	0 – 15 %
TY-07	15 – 40 %
TY-08	5 – 10 %

Table 4
Addresses for Notice

If to GLWA:	**If to Customer:**
General Counsel Great Lakes Water Authority 735 Randolph Street, Suite 1901 Detroit, Michigan 48226	City Clerk City of Troy 500 West Big Beaver Troy, Michigan 48084 cc: Director of Public Works

CITY OF TROY
OAKLAND COUNTY, MICHIGAN
RESOLUTION

D-1b Resolution Approving Contract with Detroit Water and Sewerage Department

At a Regular meeting of the Troy City Council held on Monday, May 19, 2008, the following Resolution was passed:

Resolution #2008-05-168
Moved by Beltramini
Seconded by Fleming

WHEREAS, In 1961 the City of Troy and the Detroit Water and Sewerage Department (DWSD) entered into a 35 year contract to provide wholesale water;

WHEREAS, In 2004 the DWSD and 126 municipal customers, through the Technical Advisory Committee (TAC), developed a new model water contract to minimize price volatility and create equity among wholesale water customers; and

WHEREAS, The new model contract will be the mechanism to set wholesale water rates for the next 30 years and subject each customer to the same contract terms, with the exception that some communities will qualify for reduced fees based on limitations to peak water usage;

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

Yes: Eisenbacher, Fleming, Kerwin, Schilling, Beltramini, Broomfield
No: Howrylak

MOTION CARRIED

I, Barbara A. Pallotta, duly appointed Deputy City Clerk of the City of Troy, do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Troy City Council at a Regular Meeting duly called and held on Monday, the 19th day of May, 2008.

Barbara A Pallotta
Barbara A. Pallotta, CMC
Deputy City Clerk

WATER SERVICE CONTRACT

BETWEEN

CITY OF DETROIT

AND

CITY OF TROY

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WATER SERVICE CONTRACT
BETWEEN
CITY OF DETROIT
AND
CITY OF TROY

This Water Service Contract ("Contract") is made between the City of Detroit, a municipal corporation, by its Water and Sewerage Department and Board of Water Commissioners (the "Board"), and the City of Troy, a municipal corporation ("Customer"). The Board and Customer may be referred to individually as "Party" or collectively as the "Parties."

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

Whereas, the Board supplies water service to numerous governmental entities in the Board's water service area; and

Whereas, Customer desires to obtain water service from the Board; and

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

Whereas, the Board implemented a voluntary partnering effort with its wholesale water customers, of which the Technical Advisory Committee is a central part, and which is intended to assist the Board in data gathering, alternative evaluations and recommendations, achieving full disclosure of rates, identifying true cost of service principles to guide revenue collection, and to provide assistance with a cohesive planning effort for the Board's water service area;

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

Article 1.
Definitions

1.01 The following words and expressions, or pronouns used in their stead, shall be construed as follows:

"**Adjusted Prevailing Water Rate**" shall have the meaning ascribed in Article 3 herein.

"**Annual Volume**" shall mean the actual volume of water used by Customer for the period of July 1st to June 30th as measured on bills issued from August 1st through July 31st.

"**Board**" shall mean the City of Detroit Board of Water Commissioners.

"**City**" shall mean the City of Detroit, a municipal corporation, acting through its Board of Water Commissioners.

"**Contract**" shall mean each of the various provisions and parts of this document, including all attached Exhibits and any amendments thereto, as may be executed and approved by Customer's governing body, the Board of Water Commissioners, and the Detroit City Council.

"**Contract Term**" shall have the meaning ascribed in Article 2 herein.

"**Customer**" shall mean the Party that enters into a contract with the City of Detroit by way of this Contract, whether an authority, city, township, village or other municipal corporation recognized by the State of Michigan.

"**Customer Maximum Day Demand**" shall mean the Customer's recorded water usage on the DWSD Maximum Day. Customer Maximum Day Demand shall, in conjunction with Customer Peak Hour Demand, be a component of its Maximum Flow Rate.

"**Customer Peak Hour Demand**" shall mean the Customer's recorded water usage during the DWSD Peak Hour. Customer Peak Hour Demand, in conjunction with Customer Maximum Day Demand, shall be a component of its Maximum Flow Rate.

"**DWSD**" shall mean the City of Detroit Water and Sewerage Department.

"**DWSD Maximum Day**" shall mean the maximum reported water production day for the System during any twenty-four hour period as measured from 12:00 a.m. Eastern Standard Time in any given calendar year, as determined by DWSD in reviewing water production and storage reports.

"**DWSD Peak Hour**" shall mean the hour during the DWSD Maximum Day in which the most water is delivered to the System, measured from top-of-the-hour to top-of-the-hour (e.g. 7:00 a.m. to 8:00 a.m.), and as determined by DWSD in reviewing water production and pumping reports. In calculating the DWSD Peak Hour, the time period from 11:00 PM to 5:00 AM Eastern Standard Time (EST) shall not be considered provided, however, that if Customer has an approved Filling Schedule, the time period specified in the Filling Schedule shall supersede the time period of 11:00 PM to 5:00 AM EST.

"**Early Termination Costs**" shall have the meaning ascribed in Article 3 herein.

"**Filling Schedule**" shall have the meaning ascribed in Article 22 herein.

"**Maximum Flow Rate**" shall mean the aggregate amount of water usage that Customer commits not to exceed, as determined by the Customer Maximum Day Demand and the Customer Peak Hour Demand, collectively.

"**Meter Facilities**" shall mean a location in which a water meter is housed including, without limitation, meter pits and meter vaults.

"**Minimum Annual Volume**" shall mean fifty percent of Customer's Projected Annual Volume.

"**Notices**" shall mean all notices, consents, approvals, requests and other communications required to be given under the terms of this Contract.

"**Pressure Problem**" shall have the meaning ascribed in Article 5 herein.

"**Pressure Range**" shall have the meaning ascribed in Article 5 herein.

"**Projected Annual Volume**" shall mean the projected annual water sales to Customer as set forth in Exhibit B.

"**Service Area**" shall mean the mutually agreed upon area where Customer is permitted to distribute water received from the Board under the terms of this Contract which (a) may be entirely within the corporate limits of Customer or may exceed the corporate limits of Customer and (b) which may or may not include the entire geographical area within the Customer's corporate limits.

"**System**" shall mean the public water works system owned and operated by the City of Detroit, acting through its Board of Water Commissioners and its Water and Sewerage Department.

"**Technical Advisory Committee**" shall mean the committee consisting of representatives of the Detroit Water and Sewerage Department, wholesale water customers of the Detroit Water and Sewerage Department and their respective representatives, and shall include its successor or replacement if altered or discontinued. The Technical Advisory Committee or its successor shall remain in existence for a minimum term of January 1, 2008 until December 31, 2038 unless the committee determines otherwise.

"**Water Distribution Points**" shall have the meaning ascribed in Article 4 herein.

Article 2.
Contract Term

2.01 Term. The Board shall sell and supply water to Customer from the System in accordance with the terms of this Contract for a period of thirty years from the effective date of this Contract and any ten-year renewal terms (collectively the "Contract Term"), subject to Article 3 herein. The effective date of this Contract shall be the date that this Contract is approved by the Detroit City Council or Customer's governing body whichever is later. This Contract replaces and supersedes any prior water service contracts between the Parties.

2.02 Renewal. This Contract shall automatically renew at the conclusion of the thirty-year term for an additional ten-year term, unless a Party provides written notification to the other Party in accordance with Article 16 on or before the conclusion of the twenty-fifth year of the thirty-year term stating its intent not to renew this Contract. Thereafter, this Contract shall automatically renew every ten years for an additional ten-year term, unless a Party provides written notification to the other Party in accordance with Article 16 on or before the conclusion of the fifth year of the then current ten-year term stating its intent not to renew this Contract. The automatic renewals of this Contract shall not preclude a review of its terms and the Parties are encouraged to reaffirm or amend its terms as necessary. The Parties may, in writing, mutually agree upon a longer renewal term.

2.03 Notification of Renewal. The Board shall notify Customer of its first Contract renewal option during the twenty-fifth year of the thirty-year term; provided, however, that the Board's failure to so notify Customer shall not obviate Customer's obligations as set forth in Section 2.02.

Article 3.
Early Termination Costs

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

3.02 Calculation of Costs. Payment of Early Termination Costs will be calculated by applying the Adjusted Prevailing Water Rate to the Minimum Annual Volume requirements for the remainder of the Contract Term. The Adjusted Prevailing Water Rate shall be the rate charged by the Board to Customer as of Customer's effective termination date, adjusted annually to reflect projected inflationary increases utilizing a locally based wholesale price index. The Parties may agree upon another standardized price index. The Board may seek a recommendation from the Technical Advisory Committee on the amount of the Early Termination Costs.

3.03 Specifically Constructed Facilities. If the Board has constructed facilities specifically for the benefit of Customer, additional costs may be included in the calculation of the Early Termination Costs, provided that any such facilities shall be identified in a written agreement between the Board and Customer at or near the time of construction.

3.04 Formation of Water Authority. Customer may join with another authority, city, township, village or other municipal corporation recognized by the State of Michigan to form a water authority for the sole purpose of collectively contracting for water service from the Board. The exercise of this right shall not be construed as an early termination of this Contract and this Contract shall be voided upon the approval of a new water service contract by Customer's governing body, the Board and the Detroit City Council.

Article 4.
Service Area

4.01 Delivery Location. Water shall be delivered by the Board to Customer at the location(s) identified in Exhibit A (collectively, the "Water Distribution Points"), and at other locations as may be mutually agreed upon in writing by the Board and Customer.

4.02 Limit of Responsibility. The Board shall have no responsibility for distributing, operating, repairing, replacing and maintaining any portions of the Customer's water supply system downstream of the Water Distribution Points shown in Exhibit A, provided, however, that this Section 4.02 does not prevent the application of the provisions of Section 11.02 herein.

4.03 Board Responsibility. The Board owns and is responsible for operating and maintaining all parts of its System upstream from Customer's Water Distribution Points. Should the Board fail to maintain its Meter Facilities and/or any Board owned and maintained equipment within the Meter Facilities, Customer shall provide written notice to the Board which describes the objectionable condition of the Meter Facility and/or the equipment within, and its intent to take reasonable steps to maintain the condition and charge the reasonable cost of doing so to the Board. Upon receipt of the notice and subject to Section 11.01, the Board shall have thirty calendar days to repair the condition specified in the notice, unless a force majeure event prevents the repair within the thirty-day period. If the Board has not repaired the condition at the conclusion of the thirty-day period and has not provided a written explanation to Customer explaining the reason for the delay (e.g. necessary parts are on order or occurrence of a force majeure event specified in Section 11.01), then Customer may take reasonable steps to maintain the specified condition and charge the reasonable cost of doing so to the Board.

4.04 Extension of Service Area. Customer's distribution of water supplied by the Board shall be limited to the Service Area stated in Exhibit A. The Parties agree that situations may arise in which Customer desires to extend its Service Area, either temporarily or permanently, beyond its corporate limits. Should such a situation arise, Customer shall provide written notice to the Board explaining the nature, duration and extent of the requested Service Area extension. The Board shall have the option, which it may exercise at any time, of requiring a written amendment to this Contract to accommodate the change in Service Area. Should the Board determine that an immediate amendment is required, the Parties shall, within thirty calendar days of Customer's request, meet to negotiate mutually agreeable terms for the extension of the Service Area. The Board shall not unreasonably deny a request to extend the Service Area.

4.05 Change or Addition of Water Distribution Points. Water Distribution Points may be added or changed only by the express written agreement of the Board and Customer and shall be embodied in a written amendment to this Contract.

4.06 Sole Supplier. Except as provided in Article 17 herein, the Board shall be the sole supplier of public potable water to Customer's Service Area.

Article 5.
Pressure; Maximum Flow Rate; Minimum Annual Volume

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

5.02 Remedy for Non-Compliance with Pressure Range. If the water pressure at Customer's Water Distribution Points is above or below the Pressure Range, the Parties shall meet to discuss the reasons for the non-compliance and, if agreed, develop and implement a mutually agreeable written corrective action plan within sixty calendar days of the pressure event, or as otherwise agreed. The corrective action plan shall include a timetable for resolution of the non-compliance issue(s).

A. If it is determined that another customer's exceedence of the rates of flow established by that customer's Maximum Flow Rate caused or contributed to the Board's inability to meet its Pressure Range agreement with Customer, then the corrective action plan shall provide for the resolution of the issue.

B. If Customer is exceeding the rates of flow established by its Maximum Flow Rate on a day other than the DWSD Maximum Day at the time Customer experiences a variation from the Pressure Range, then the Board shall be relieved from its obligation to provide water to Customer within the Pressure Range for that period of time during which Customer is exceeding the rates of flow established by its Maximum Flow Rate.

5.03 Maximum Flow Rate. Customer's Maximum Flow Rate is specified in Exhibit B. Customer shall not exceed the Maximum Flow Rate specified in Exhibit B, as measured in million gallons on the DWSD Maximum Day and during the DWSD Peak Hour.

5.04 Remedy for Non-Compliance with Maximum Flow Rate. The Board has no obligation to supply to Customer more than the Maximum Flow Rate. If Customer exceeds its Maximum Flow Rate on the DWSD Maximum Day or during the DWSD Peak Hour, the Board and Customer may, as needed, take one or more of the following steps:

A. The Board may require that Customer take all reasonable steps to reduce its consumption to the Maximum Flow Rate. Such steps may include water conservation measures, outdoor water use restrictions, water loss studies and remediation, and an internal system operation evaluation.

B. The Parties may meet to negotiate a new Maximum Flow Rate. If so negotiated, Customer shall pay the rate associated with the new Maximum Flow Rate in the subsequent rate year.

C. The Board may recalculate Customer's rate for the Board's current fiscal year utilizing a revised cost allocation formula as follows:

i. For cost allocation purposes only, a new Maximum Flow Rate will be established from the first exceedence date forward. The new Maximum Flow Rate will be at least equal to the flow rate demonstrated by Customer on the DWSD Maximum Day, and may be higher than the actual flow rate demonstrated by Customer. Pursuant to subsection (ii) below, the Board will seek a recommendation from the Technical Advisory Committee's Analytical Work Group (as defined in Section 6.07 herein) on the establishment of the new Maximum Flow Rate. If the Board receives a recommendation and the recommendation is higher than twice the amount by which the demonstrated flow rate exceeded the original Maximum Flow Rate, then the Board shall be limited to establishing a new Maximum Flow Rate that is at least equal to the flow rate demonstrated by Customer on the DWSD Maximum Day and no higher than the recommendation provided by the Analytical Work Group. If no recommendation is received by the Board, or if the Board receives a recommendation and the recommendation is less than twice the amount by which the demonstrated flow rate exceeded the original Maximum Flow Rate, then the Board shall be limited to establishing a new Maximum Flow Rate that is at least equal to the flow rate demonstrated by Customer on the DWSD Maximum Day and no higher than twice the amount by which the demonstrated flow rate exceeded the original Maximum Flow Rate. In any event, Customer's exceedence of its Maximum Flow Rate will continue to affect each subsequent year's rate calculation until renegotiated. If a rate has been approved for the next fiscal year (July 1st to June 30th) but the rate has not yet been applied, the Board may modify Customer's rate to account for an exceedence of its Maximum Flow Rate. If the Board has built capital facilities based upon Customer's negotiated Maximum Flow Rate and Customer consistently exceeds its Maximum Flow Rate, then the Board may re-calculate the amount of Customer's percentage of the capital cost of such facilities.

ii. The Board will seek a recommendation from the Technical Advisory Committee's Analytical Work Group, or its successor, whenever it intends to invoke subsection 5.04(C)(i). Any recommendation from the Analytical Work Group shall be received by the Board within sixty calendar days after the Board's request for a recommendation.

5.05 Procedure for Non-Compliance with Maximum Flow Rate. If Customer has failed in its obligations under Section 5.03, the Parties shall meet to discuss the reasons for the non-compliance and develop and implement a mutually agreeable written corrective action plan within sixty calendar days of the non-compliance event, or as otherwise agreed. If the Parties determine that a corrective action plan is not required and a subsequent incident of non-compliance occurs, the Parties shall meet to develop and implement a mutually agreeable written corrective action plan within sixty calendar days of the subsequent incident of non-compliance, or as otherwise agreed. Any corrective action plan required under this Section 5.05 shall include a timetable for resolution of the non-compliance issue(s). In the event the reason for Customer's non-compliance under Section 5.03 is due to a Customer water main break, fire or meter calibration performed by DWSD, these events will be taken into consideration in determining (1) whether a corrective action plan is warranted and (2) the extent to which, if any, the steps specified in Section 5.04 should apply.

5.06 Minimum Annual Volume. Customer shall purchase from the Board not less than the Minimum Annual Volume of water specified in Exhibit B. If Customer's Annual Volume is less than the Minimum Annual Volume, Customer shall pay to the Board an amount computed by applying the current rate to the Minimum Annual Volume less any amounts already billed to the Customer by the Board.

5.07 Periodic Review. For Customer and System planning purposes and, with regard to the Minimum Annual Volume, enforcement of the provisions of Article 3, a Maximum Flow Rate, Pressure Range, Projected Annual Volume and Minimum Annual Volume shall be established by mutual agreement for the Contract Term. A contractually binding Maximum Flow Rate, Pressure Range, Projected Annual Volume and Minimum Annual Volume shall be established by mutual agreement for first two years of the Contract Term. Not later than the second year of the Contract Term, the Board and Customer shall negotiate a contractually binding Maximum Flow Rate, Pressure Range, Projected Annual Volume and Minimum Annual Volume for the succeeding three years of the Contract Term. Not later than the fifth year of the Contract Term, and every five years thereafter, the Board and Customer shall negotiate a contractually binding Maximum Flow Rate, Pressure Range, Projected Annual Volume and Minimum Annual Volume for the succeeding five years of the Contract Term. If the Parties do not negotiate new or revised Maximum Flow Rates, Pressure Ranges, Projected Annual Volumes and Minimum Annual Volumes according to the aforementioned schedule, then the figures established for planning purposes (as shown in italicized type in Exhibit B) shall become contractually binding for the then-current three or five year term.

5.08 Remedy for Excessive Rate(s) of Flow Causing Pressure Problem(s). Customer acknowledges that Customer's rates of flow may cause and/or contribute to the Board's inability to meet its Pressure Range agreements with Customer and/or the Board's other customers (hereinafter, "Pressure Problem"). The Board may review or monitor Customer's daily rates of flow if a Pressure Problem occurs and the Board's Pressure Range agreement with Customer and/or another customer of the Board is alleged to have been breached. The approximate rate of flow by individual meter location used to establish the Pressure Range and Maximum Flow Rate is specified in Exhibit B. If a Pressure Problem occurs, the Parties shall meet to discuss the reasons for the Pressure

Problem and develop and implement a mutually agreeable written corrective action plan within sixty calendar days of the Pressure Problem, or as otherwise agreed. The corrective action plan may require one or both of the following steps:

A. The Board may require that Customer take all reasonable steps to reduce its consumption to the rate of flow established by the Maximum Flow Rate. Such steps may include water conservation measures, outdoor water use restrictions, water loss studies and remediation, and an internal system operation evaluation. In addition, the Board may require that Customer adjust its rate of flow at individual meters, including the establishment of a not-to-exceed flow rate for individual meters.

B. The Parties may meet to negotiate a new Maximum Flow Rate. If so negotiated, Customer shall pay the rate associated with the new Maximum Flow Rate in the subsequent rate year.

If the Parties determine that a corrective action plan is not required and a subsequent Pressure Problem occurs, the Parties shall meet to develop and implement a mutually agreeable written corrective action plan within sixty calendar days of the subsequent Pressure Problem, or as otherwise agreed. Any corrective action plan required under this Section 5.08 shall include a timetable for resolution of the Pressure Problem. In the event the reason for the Pressure Problem is due to a Customer water main break, fire or meter calibration performed by DWSD, these events will be taken into consideration in determining (1) whether a corrective action plan is warranted and (2) the extent to which, if any, the steps specified above in this Section 5.08 should apply.

5.09 Board Costs for Corrective Action Plan. If at any time the Board is required under the terms of this Article 5 to develop and implement a corrective action plan and the plan involves incurring capital costs, the Board will determine whether the costs will be charged as a System cost or whether the cost will be borne by a specific customer or customers. If the Board determines that all or part of the costs should be borne by a specific customer or customers, the Board will seek a recommendation from the Technical Advisory Committee on the assessment of the costs.

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

Article 6.
Technical Advisory Committee

6.01 Establishment. The Technical Advisory Committee is formed to facilitate a cooperative working partnership between the Board and its wholesale water customers by facilitating the development of recommendations regarding System planning and supply to DWSD management and the Board. The Technical Advisory Committee shall maintain bylaws that govern the way it conducts its business. In the event of a conflict between the terms of the bylaws adopted by the Technical Advisory Committee and the terms of this Contract, the terms of this Contract shall control.

6.02 General Responsibilities. The Technical Advisory Committee shall periodically review and evaluate the rates, rate methodology, and performance of the System. The Technical Advisory Committee shall review and evaluate flow rates, pressures and Annual Volumes for the System at a minimum of every five years to assist the Board in its System planning effort. The Technical Advisory Committee shall have the opportunity each year to review the Capital Improvement Program as prepared by DWSD, prior to its adoption by the Board. The Technical Advisory Committee may consider Customer proposals for improving the operation of Customer's water system and/or the System. The Board will supply the Technical Advisory Committee with information the Board deems reasonably necessary to accomplish the general responsibilities defined in this Section 6.02.

6.03 Annual Report by Board. The Board will present an annual report to the Technical Advisory Committee which shall consist of (1) all instances of non-compliance with the Parties' obligations contained in Article 5 herein, including Customer and Board responses thereto; (2) a general report on System operation and maintenance; and (3) a report that lists those contracts, if any, that have been entered into by the Board and another customer(s) where the terms of the contract(s) invoke the application of Article 14 herein.

6.04 Notification of Rates. The Board shall provide Customer and the Technical Advisory Committee with notice of the proposed rates for each fiscal year as early as possible before the implementation of the rates.

6.05 Disclosure of Rate Information by Board. Each year, the Board will disclose to Customer and the Technical Advisory Committee information related to wholesale rates.

6.06 Disclosure of Rate Information by Customer. Each year, Customer will disclose to its customers information related to its retail rates and other charges, and information regarding what portion of those costs is related to charges from DWSD and/or other major service providers.

6.07 Work Groups. The Technical Advisory Committee may create work groups to address specific issues facing the System. The work groups in existence as of January 1, 2008 are the Analytical Work Group, the Best Practices Work Group, the Contract Work Group, the Customer Service Work Group, the Emergency Preparedness Work Group, and the Rates Work Group. Any reference to a particular work group in this Contract shall include its successor or replacement if altered or discontinued.

Article 7.
Rates

7.01 Rates. Customer agrees to pay for all water supplied by the Board at such rates as the Board may establish. Rates shall be reasonable in relation to the costs incurred by the Board for the supply of water and shall conform to Public Act 34 of 1917, Michigan Compiled Laws, Sec. 123.141, et seq., as amended. The Board shall give written notice of any changes in the rates. Notice shall be made in accordance with Section 5e of Public Act 279 of 1909, Michigan Compiled Laws, Sec. 117.5e, as amended, ("Act 279").

7.02 Notification of Rates. As soon as possible in the ratemaking process, the Board shall provide information on proposed rates and the draft data and information used in the calculation of proposed rates in a format that will enable Customer to assist in the ratemaking process. Not less than thirty calendar days prior to the hearing required by Act 279, the Board shall provide Customer with written notice of a proposed rate and the underlying data used to calculate the rate. The Board shall meet with Customer to review the rate and the data.

7.03 Estimate of Usage. In the event meters fail to correctly measure the quantity of water supplied to Customer for any period of time, the Board shall provide a reasonable estimate of the quantity of water supplied to Customer for such period provided that there is a reasonable basis for the estimate. Customer and the Board shall, either through their respective technical representatives and/or the Technical Advisory Committee, seek agreement upon a method to estimate such quantities. In the event the Parties are unable to agree upon a method to estimate such quantities, the Board's determination of a method shall be conclusive and the Customer agrees to accept the estimate established by the Board.

7.04 Rate Methodology. The Board agrees to provide to Customer a description of the current methodology for rate making in the form of the "Rates 101" document produced by the Technical Advisory Committee, as may be periodically updated. The "Rates 101" document, entitled *DWSD Rates: Understanding DWSD Wholesale Water Rates*, and any updates thereto shall be provided to Customer via posting on the DWSD website.

Article 8.
Meters and Meter Facilities

8.01 Metering Requirement. All water furnished by the Board to Customer shall be measured by water meters installed in Meter Facilities at Customer's Water Distribution Points unless, in the Board's determination, it is not feasible to install water meters due to the configuration of Customer's water system.

8.02 Existing Distribution Points. As of the effective date of this Contract, the Board shall own, operate and maintain all water meters and Meter Facilities for all existing Water Distribution Points, unless specifically indicated otherwise in Exhibit A.

8.03 Customer Maintenance Responsibilities. Customer shall be responsible for maintaining at its Water Distribution Points any and all appurtenances as may be designated as Customer's responsibility in Exhibit A. Should Customer fail to maintain the appurtenances shown in Exhibit A, the Board may take reasonable steps to maintain the appurtenances and charge the reasonable cost of doing so to Customer. Prior to the Board taking action to maintain the appurtenances, the Board shall give Customer thirty days written notice to complete the required maintenance. Notice to the Customer shall not be required if, in the Board's determination, there exists an emergency condition affecting the operation of the System or if the health, safety and welfare of the general public may be jeopardized.

8.04 New Distribution Points. For any new Water Distribution Points that may be constructed or installed after the effective date of this Contract, Customer shall furnish at Customer's expense, a water meter and Meter Facility that meets the Board's specifications. Thereafter, the Board shall furnish any replacement water meters for new Water Distribution Points and the expense shall be recovered through the Board's rates as a System cost. The Board shall own, operate and maintain all water meters and Meter Facilities after construction, installation or replacement, unless specifically indicated otherwise in Exhibit A.

8.05 Meter Repair and Replacement. If the Board initiates a meter repair or meter replacement, the cost shall be recovered through the Board's rates as a System cost. If Customer requests a meter replacement for reasons other than malfunction or disrepair, Customer shall pay the cost of the replacement.

8.06 Pressure Regulating Facilities. After the effective date of this Contract, all newly installed Customer-owned pressure regulating facilities shall be installed in a facility that is separate from the Board's Meter Facility.

Article 9.
Dispute Resolution

9.01 Any and all claims alleging a breach of this Contract may first be submitted to an alternative dispute resolution process. An alternative dispute resolution process may include, but is not limited to, facilitation, binding arbitration, or non-binding arbitration. Each Party shall be responsible for its own costs and fees (including expert witness fees and attorney fees), unless otherwise agreed to in writing. The Parties shall agree upon the form and procedures for the agreed upon alternative dispute resolution process. This Article 9 shall not prohibit a Party from seeking relief directly from a court of competent jurisdiction at any time.

Article 10.
Default Provisions

10.01 In the event either Party commits a material breach of this Contract, the Party alleging the breach shall give written notice of the breach to the other Party within a reasonable time of discovering the breach. The Party in breach shall be given a reasonable time to cure the breach. If the Party in breach fails to cure the breach, the non-breaching Party may declare this Contract in default and pursue all available legal remedies, including termination of this Contract for cause. In the event that the Party in breach is showing reasonable progress toward curing the breach, the Party alleging the breach may extend the time for curing the breach.

Article 11.
Force Majeure and Other Events

11.01 Force Majeure. No failure or delay in performance of this Contract, by either Party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a Party, except that no cause or contingency shall relieve Customer of its obligation to make payment for water delivered by the Board.

11.02 Board Liability. Except to the extent that the Board is the proximate cause, the Board shall not be held liable or accountable for any bursting, leakage, breakage, damage or accident of any kind that may occur to Customer's water works system, or any damages of any kind or nature, including, but not limited to, injury to persons or damage to property, resulting from such bursting, leakage, breakage, damage or accident that may occur to water mains or pipes located downstream of the Water Distribution Points specified herein, or located within Customer's distribution system.

11.03 Discontinuance of Service. In the event the public health, safety and welfare requires the Board to discontinue temporarily all or part of the supply of water to Customer, no claims for damages of any kind or nature for such discontinuance shall be made by Customer against the Board. The Board will provide notice to Customer of any temporary discontinuance of the water supply.

Article 12.
Timely Payment

12.01 Bills for water service shall be rendered to Customer on a monthly basis. All such bills shall be due and payable within forty-five calendar days from the date shown on the bill. Any portion of the charges that are not paid by the due date shall be subject to a finance charge at a rate of 1.5% per month for each month that they remain unpaid. Any portion of the total bill, plus any finance charges applied to the bill which are not paid by the next billing date, shall be shown on the next bill as arrears. The Board may disconnect water service if bills are overdue ninety calendar days from the billing date. The Board shall not terminate water service if there is a good faith dispute concerning the accuracy of billings. If the accuracy of a bill is in dispute, Customer shall place the disputed amount in an escrow account pending resolution of the dispute. Accrued interest on the escrow account shall belong to the Party that prevails in the resolution of the dispute.

Article 13.
Assignment

13.01 This Contract shall not be assigned, in whole or in part, by either Party without the prior written consent of the other Party. Consent to an assignment by either Party shall not be unreasonably withheld.

Article 14.
Ensuring Equality of Contract Terms

14.01 If the Board enters into any contract, and any amendments thereto, with a water service customer other than Customer, and the material terms of such other contract are more favorable than the material terms of Customer's Contract, Customer may elect to adopt all of such other material terms. However, if Customer exercises the option provided for in this Article 14, Customer must accept all material terms of the other contract in their entirety and may not select among various terms contained in multiple other contracts by, for example, selecting the Contract Term from one contract and the Early Termination Costs provision of another contract. The terms and conditions of Exhibit B of this Contract are specifically excluded from the application of this Article 14.

Article 15.
Amendment

15.01 The Parties may periodically consider it in their best interests to change, modify or extend a term, condition or covenant of this Contract for reasons which may include, but are not limited to, the creation, expansion or closing of industry or other business. Any change, addition, deletion, extension or modification that is mutually agreed upon by the Board and Customer shall be incorporated in a written amendment to this Contract. Such amendments shall not invalidate this Contract nor relieve or release either Party of any of its respective obligations under this Contract unless so stated in the amendment.

15.02 No amendment to this Contract shall be effective and binding upon the Parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both Parties, is approved by Customer's governing body, and is approved by the Board and the Detroit City Council.

Article 16.
Notices

16.01 Except as otherwise specified herein, all notices, consents, approvals, requests and other communications (collectively, "Notices") required or permitted under this Contract shall be given in writing and mailed by first class mail to the Parties and at the addresses identified in Exhibit B.

16.02 All Notices shall be deemed given on the day of post-marked mailing. Any Notice given by a Party hereunder must be signed by an authorized representative of such Party.

16.03 Notwithstanding the requirement above as to the use of first-class mail, change of address notices, termination notices, and other Notices of a legal nature, shall be sent by certified first-class mail, postage prepaid, return receipt requested.

Article 17.
Water Quality

17.01 Contamination. For the protection of the health of all consumers supplied with water from the System, Customer agrees to guard carefully against all forms of contamination. Should contamination occur, the area or areas affected shall immediately be shut off and isolated, and shall remain so until such conditions shall have been abated, and the water declared safe and fit for human consumption by the properly constituted governmental health agencies having jurisdiction of the area affected. Customer shall immediately notify the Board, and the Board shall immediately notify Customer, of any emergency or condition that may affect the quality of water in either Party's system.

17.02 Co-mingling of Water Sources. Except in cases of emergency, Customer will not permit water from any other source of supply to be mixed or mingled with water from the System without prior written approval from the Board. In cases of emergency, only such water from sources other than the Board shall be used as shall meet the requirements of the Michigan Department of Environmental Quality, and then only in such quantities as shall be necessary to relieve the emergency.

17.03 Emergency Connections. During emergencies, Customer's water facilities may be used and connected, at the discretion of the Board, to water facilities serving other communities for flow in either direction to provide an adequate water supply from the System to Customer and to other areas and other units of government. Customer shall be permitted to immediately make an emergency connection when the connection point to be used has been previously approved for emergency use by the Board in writing, provided that Customer shall, after making the connection, promptly notify the Board of such event. When the emergency has been abated, the emergency connection must be severed as soon as practicable. The Board, or its designee, must approve, in writing, the continuation of any emergency connection that is required for longer than seven calendar days. If an approved emergency connection continues for more than seven calendar days, Customer must provide the Board with weekly updates on the emergency and a schedule for abatement of the emergency that must be approved by the Board in writing.

17.04 Water Quality. The Board shall endeavor to remain in compliance with all applicable Michigan and Federal laws, rules and regulations regarding drinking water quality.

Article 18.
Rights-of-Way

18.01 Use of Rights-of-Way. The Customer shall assist the Board to obtain permission to use streets, highways, alleys, and/or easements in the local governmental units within the Customer's jurisdiction for the purpose of constructing, maintaining, and operating water facilities to adequately service the Customer's jurisdiction and other areas. This assistance shall include obtaining the consent of the local governmental units, as provided in Article 7, Section 29, Michigan Constitution of 1963. In the event of such construction, the Board shall request the Customer and local governmental units within the Customer's jurisdiction to execute such separate instruments granting rights-of-way in its streets, highways, and alleys as may be reasonably required by the Board. The

Board shall give the Customer notice of any construction work in the Customer's jurisdiction. The Board shall comply with any of Customer's ordinances that apply to the construction. Customer shall inform the Board of the applicable ordinances. The Board and Customer shall meet to review the construction and its impact on their respective operations. The Board shall restore all existing structures and/or improvements laying in the right-of-way of construction to as good a condition as before the construction took place. Any such facilities constructed, maintained and operated under this section shall remain the property of the Board and shall not be operated or maintained by any entity other than the Board or its authorized representatives.

18.02 Relocation of Facilities. Should future construction by any federal, state or county agency require relocation of a water transmission main, Meter Facility or other Board facility, the cost incurred by the Board for such relocation, if not reimbursed by the agency requiring the relocation, will be charged in future rates as a common-to-all cost to all System users. Otherwise, the cost incurred by the Board for construction requiring the relocation of a water transmission main, Meter Facility or other Board facility that is proposed, required, undertaken, conducted or facilitated by Customer will be charged to Customer.

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

Article 19.
Access to Towers and Antennas

19.01 Where possible, each Party shall give to the other Party access to towers and antennas under its respective jurisdiction for the purpose of transmitting information recorded in the Meter Facilities. Access shall not be unreasonably denied by either Party.

Article 20.
Relationship to Wastewater Services

20.01 Customer and the Board acknowledge that future growth in the System may place additional burdens on their respective wastewater systems. Customer, if it is also a wastewater disposal services customer of the Board, understands that any increase in the volume of water it receives from the System is not a guarantee of increased capacity in the Board's wastewater disposal system.

Article 21.
Construction Standards

21.01 The Board shall have the right to review and approve Customer's construction plans for Meter Facilities at new Water Distribution Points, water mains sized twenty-four inches and larger, pump stations, reservoirs and water towers. The Board's approval of construction plans shall be timely and shall not be unreasonably withheld.

Article 22.
Operation of Storage

22.01 Prior to Customer's operation of any new or existing water storage facility, Customer shall seek the Board's written approval of the filling schedule ("Filling Schedule") of the storage facility. The Board may periodically require Customer to change or adjust a previously approved Filling Schedule. The Parties shall collaborate on devising a mutually beneficial Filling Schedule. If the Parties are unable to agree upon a Filling Schedule, the Board's determination of a Filling Schedule shall be final. All Filling Schedules shall be for a period of six consecutive hours. Customer shall at all times abide by the then-current Board approved Filling Schedule. The Board shall act promptly in approving Filling Schedule requests. Nothing in this Article 22 shall prevent Customer from operating its storage facility at any time, provided that any storage operation that falls outside of the approved Filling Schedule shall not be exempt from the terms of Sections 5.03 and 5.04 herein.

Article 23.
Miscellaneous

23.01 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

23.02 This Contract contains the entire agreement between the Parties and all prior negotiations and agreements are merged into this Contract. Neither Party has made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by either Party by implication or otherwise unless expressly set forth in this Contract.

23.03 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular section or subdivision.

23.04 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.

23.05 The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity. This Contract and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. Each Party agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Contract. Each Party also agrees that it shall not commence any action against the other Party because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Contract in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.

23.06 There are no third party beneficiaries to this Contract and this Contract shall not be construed to benefit any persons other than the Board and Customer.

23.07 This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, the Board shall provide a copy to the Customer.

23.08 The rights and benefits under this Contract shall inure to the benefit of and be binding upon the respective Parties hereto, their agents, successors, and assigns.

23.09 Any and all documents, memoranda, reports, exhibits or other written material referred to in this Contract are and shall be incorporated by reference herein.

23.10 This Contract shall be deemed to be mutually drafted.

(Signatures appear on next page)

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

Witnesses:

1. Laura Campbell (signature)
2. Yvonne Ranzinger (signature)

1. Cheryl A Stewart (signature)
2. MAileen Bittner (signature)

City of Troy:

By: Louise E Schilling
Louise E. Schilling

Its: Mayor

By: Tonni L Bartholomew
Tonni L. Bartholomew

Its: City Clerk

Witnesses:

1. Sandra L Cox (signature)
2. Wayne L. Maycock (signature)

City of Detroit:

By: Kwame M. Kilpatrick
Kwame M. Kilpatrick

Its: Mayor

APPROVED BY
TROY CITY COUNCIL ON:

May 19, 2008
Date

APPROVED BY
BOARD OF WATER COMMISSIONERS ON:

MAY 28 2008
Date

APPROVED BY
DETROIT CITY COUNCIL ON:

JUN 24 2008
Date

EXHIBIT A
Customer's Water Distribution Points

This Exhibit contains the following information:

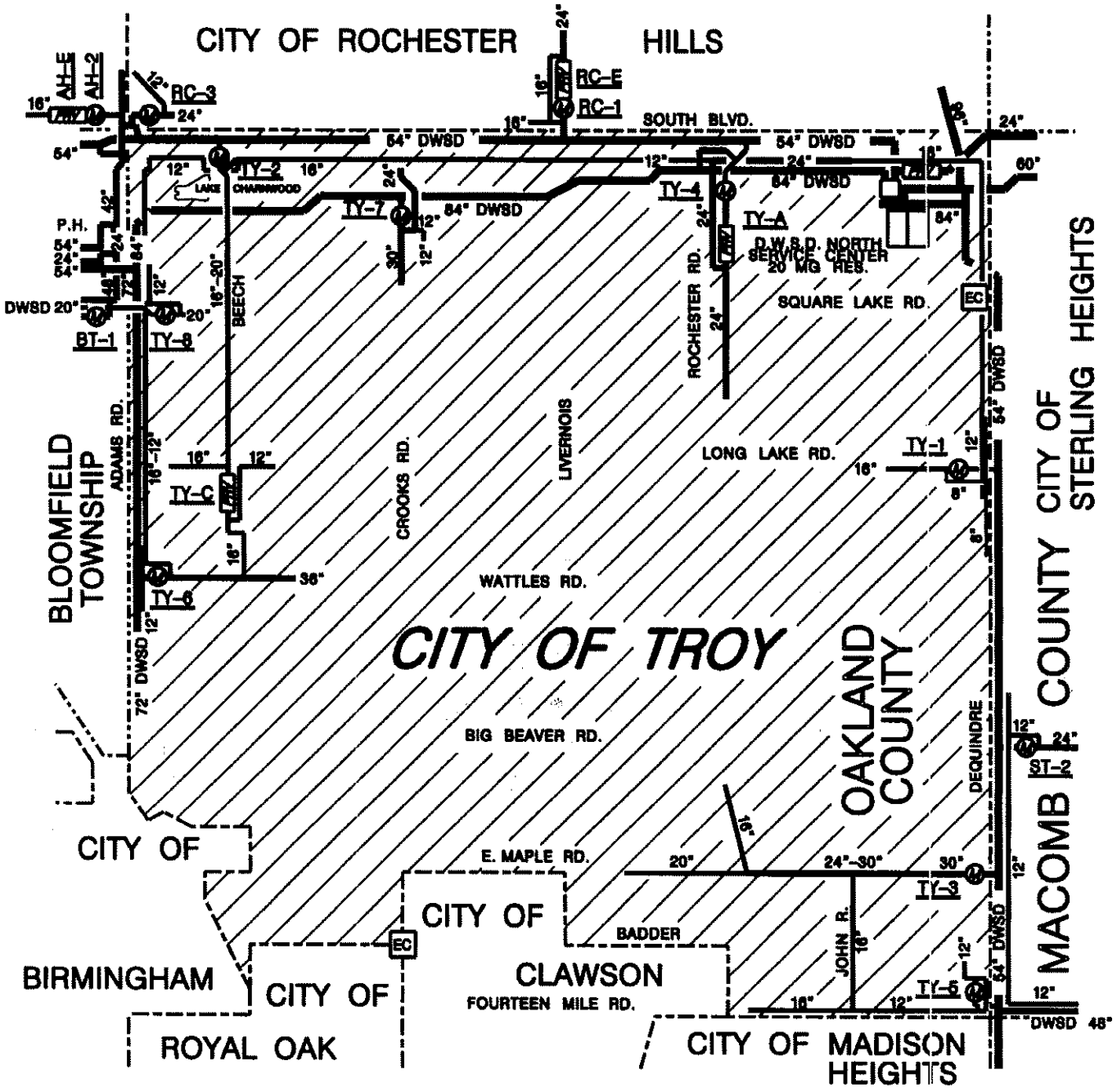
1. The corporate limits of Customer;

2. The agreed upon water Service Area of Customer which (a) may or may not be entirely within the corporate limits of Customer and (b) which may or may not include the entire area within the Customer's corporate limits;

3. The specific location of the Water Distribution Points, including any Board approved emergency connections;

4. The designation of appurtenances to be maintained by Customer and those to be maintained by the Board; and

5. A list of any closed meter locations.



LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
(M)	DWSD METER PIT		*SERVICE AREA*
[M]	COM METER PIT		*CITY OR TWP LINE*
PRV	*PRV*		*CITY-TWP LINE*
EC	EMERGENCY CONNECTION		

REVISED	DATE	EXHIBIT-A	*SERVICE AREA LOCATION MAP*
JT	04/07/08		CITY OF TROY
DLE	04/17/08		

Exhibit A

City of Troy Emergency Connections:

Connection to City of Clawson (SOCWA)
8" GV&W at the intersection of Main Street (Livernois) and Elmwood

Connection to Sterling Heights
8" GV&W across from Beaumont Hospital, 44201 Dequindre Road

City of Troy Water Customers Outside Corporate Limits:

3300 W. South Boulevard, Rochester Hills

3061 Adams Road, Bloomfield Township

6001 Adams Road, Bloomfield Township

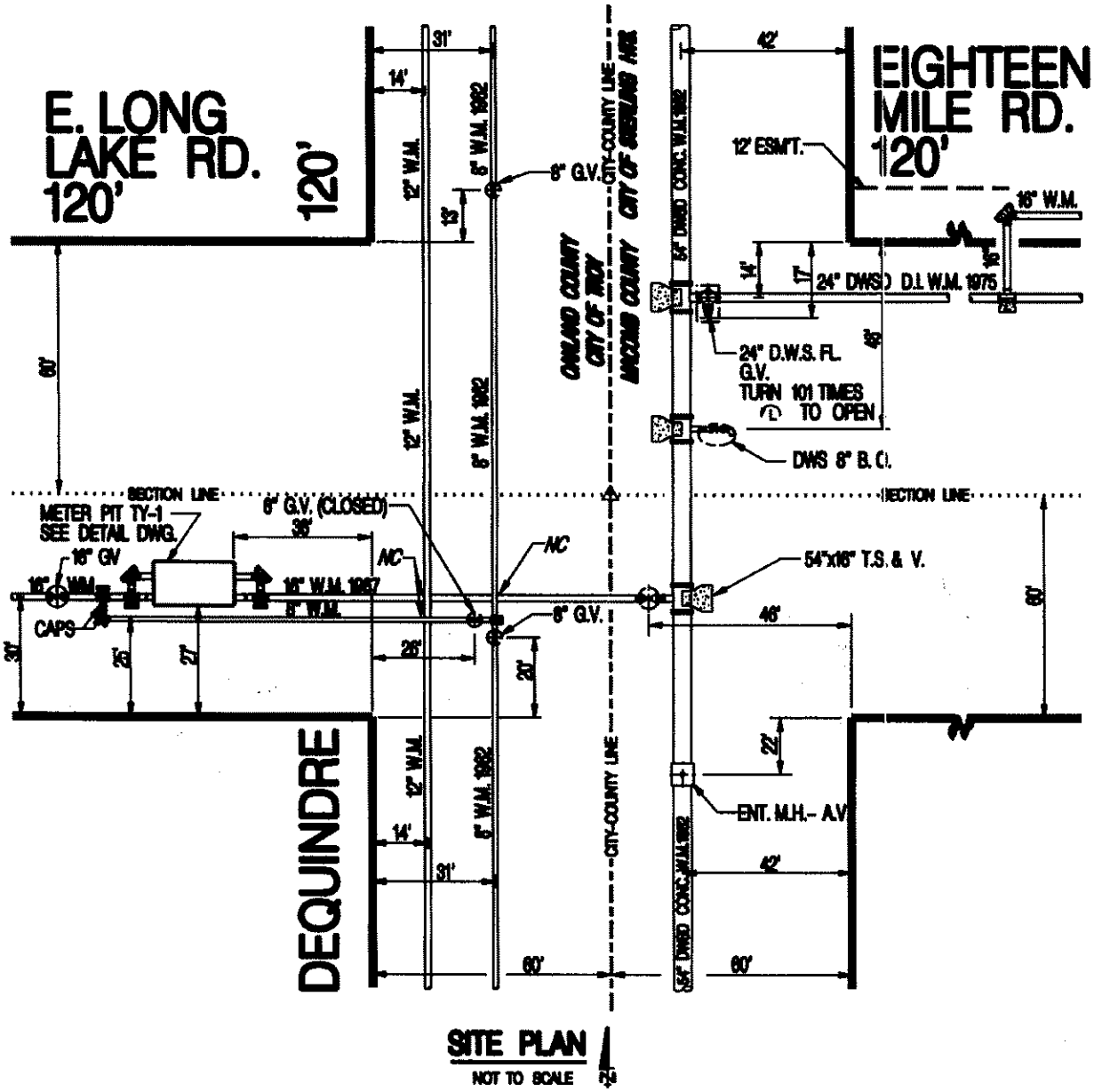
City of Troy Master Meter(s) Not In Service:

TY-02
TY-05

EXHIBIT A TY-01

DEQUINDRE & LONG LAKE RD.

CITY OF TROY



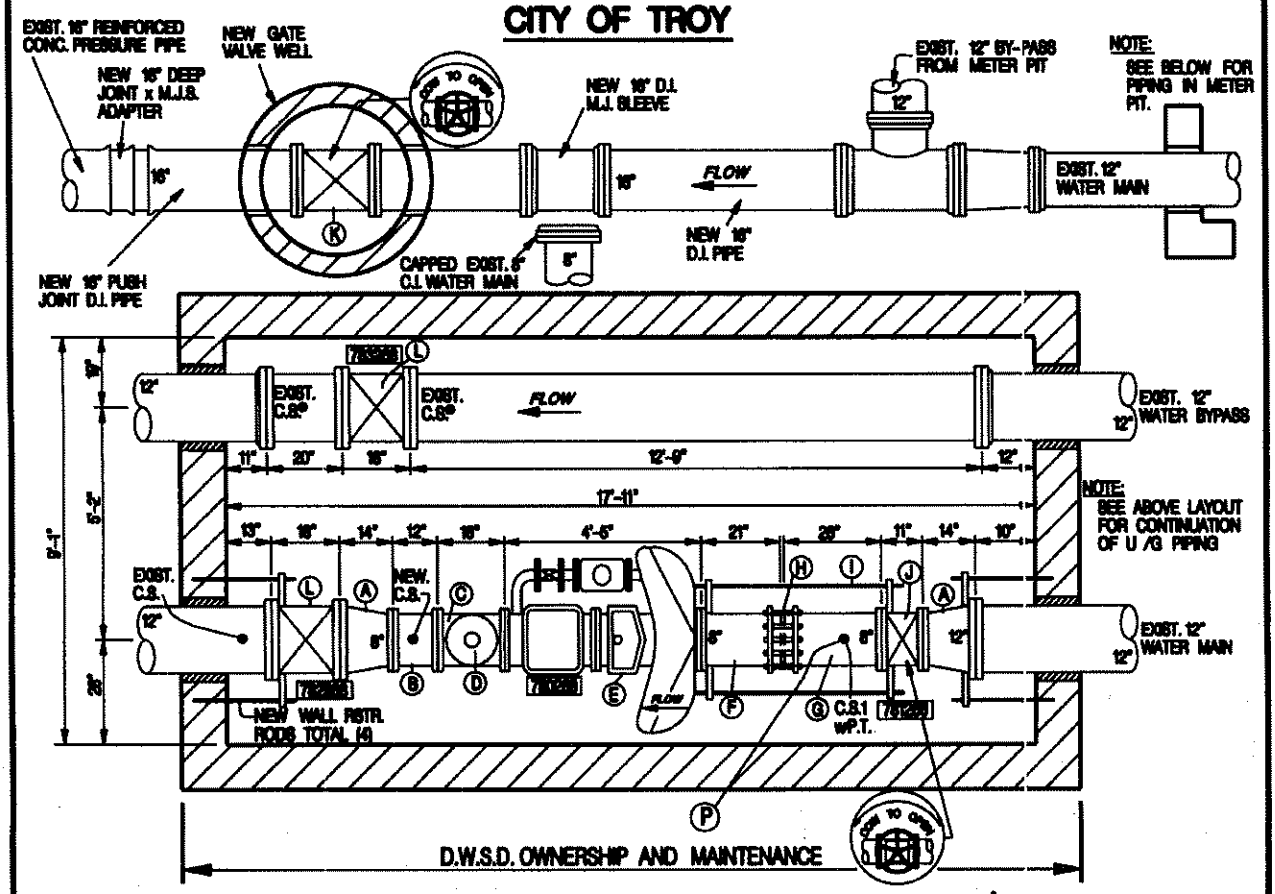
LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

TY 1

EXHIBIT A TY-01

DEQUINDRE & LONG LAKE RD.

CITY OF TROY



LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
A	2	12"x8" FLGD. CONCENTRIC REDUCERS, 14" F-F	12"x8"
B	1	8"x1' F-F PIPE w/1" TAP, D.I.	8"
C	1	8"x3" FLGD. TEST TEE, D.I., 9" C-F	8"x3"
D	1	TEST TEE ASSEMBLY w/3" COMPANION FLANGE	-
E	1	8"x2" FLGD. FIRELINE COMPACT METER, W3600, 53" F-F	8"x2"
F	1	8"x1'-0" F-PE PIPE, GADR, D.I.	8"
G	1	8"x2'-2" F-PE PIPE, w/1" TAP, GADR, D.I.	8"
H	1	8" "DRESSER STYLE" PIPE COUPLING	8"
I	LOT	COUPLING RESTRAINTS: (4) 60" LONG THRD. RODS, (8) EAR PLATES, .75" DIA.	
J	1	8" FLDG. GATE VALVE, RESILIENT SEAT, 11.5" F-F, 'A.F.C.'	8"
K	1	16" M.J. GATE VALVE, 'E.J.I.W.'	16"
L	2	GATE VALVE	12"

Ⓟ - UPSTREAM PRESSURE TRANSMITTER

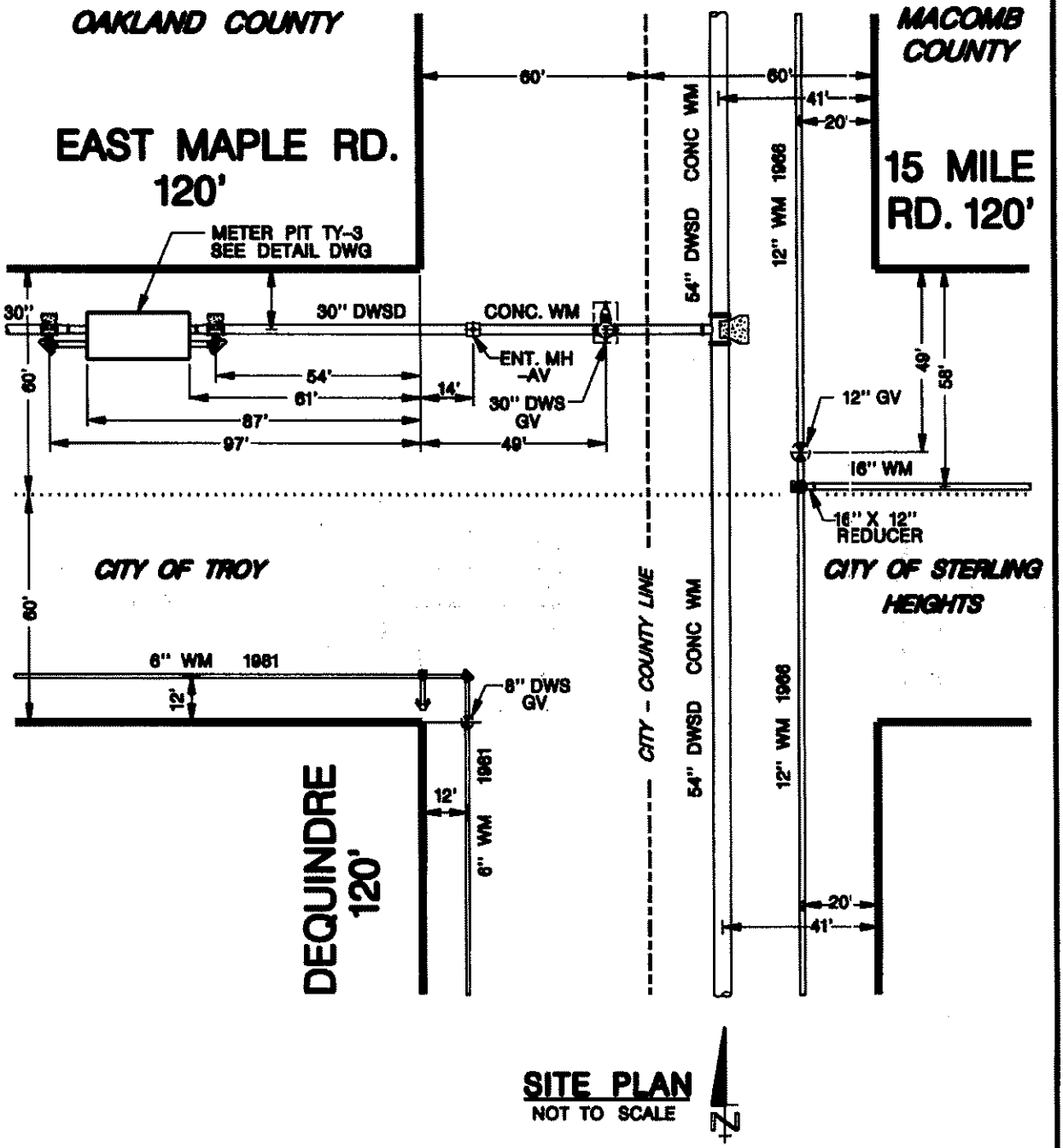
METER PIT DETAIL
NOT TO SCALE

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

ADDRESS _____ 40999 DEQUINDRE
FEED TO _____ CITY OF TROY
FEED FROM _____ 54" D.W.S.D. TRANS. MAIN
TYPE OF METER _____ SENSUS TURBO
SIZE OF METER _____ 8"x2"
METER NUMBER _____ 8")1566198 & 2")1565827
DATE METER SET _____ 5 /4 /2001
METER PIT CONST & SIZE _____ 18'-0" x 9'-1" REINF. CONCRETE
SECTION MAP _____ 20-Y
REMARKS _____ NONE
GATE BOOK _____ N-1073
DRAWN BY _____ NICHOLS 2 /14 /08

TY 1

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

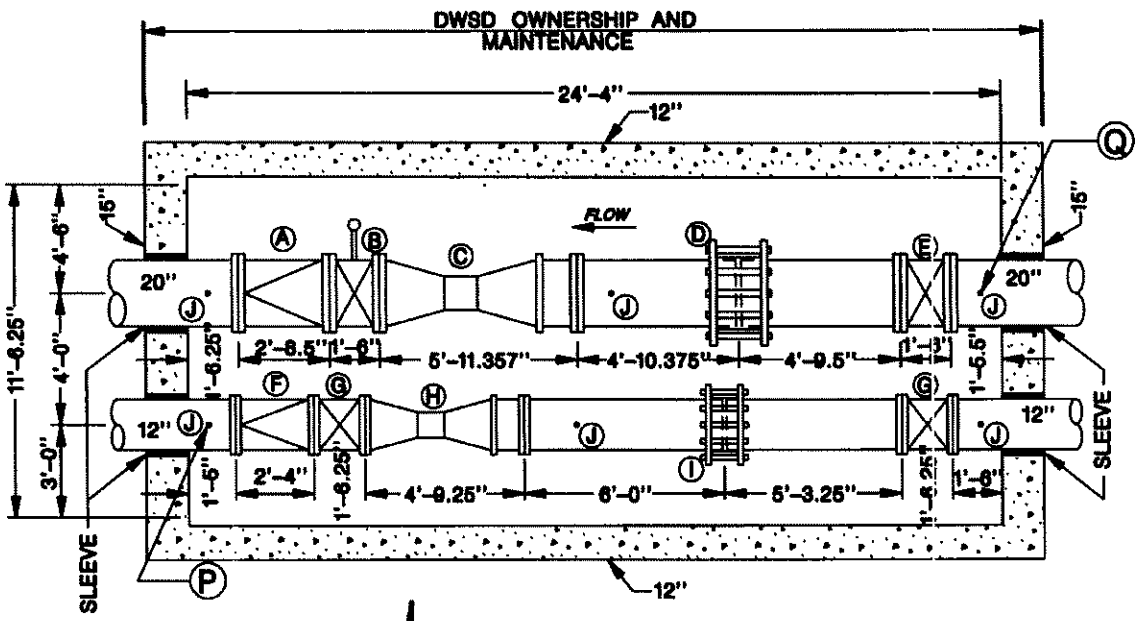


SITE PLAN
NOT TO SCALE

LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

TY 3

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



METER PIT DETAIL
NOT TO SCALE

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

(P)-UPSTREAM PRESSURE TRANSMITTER

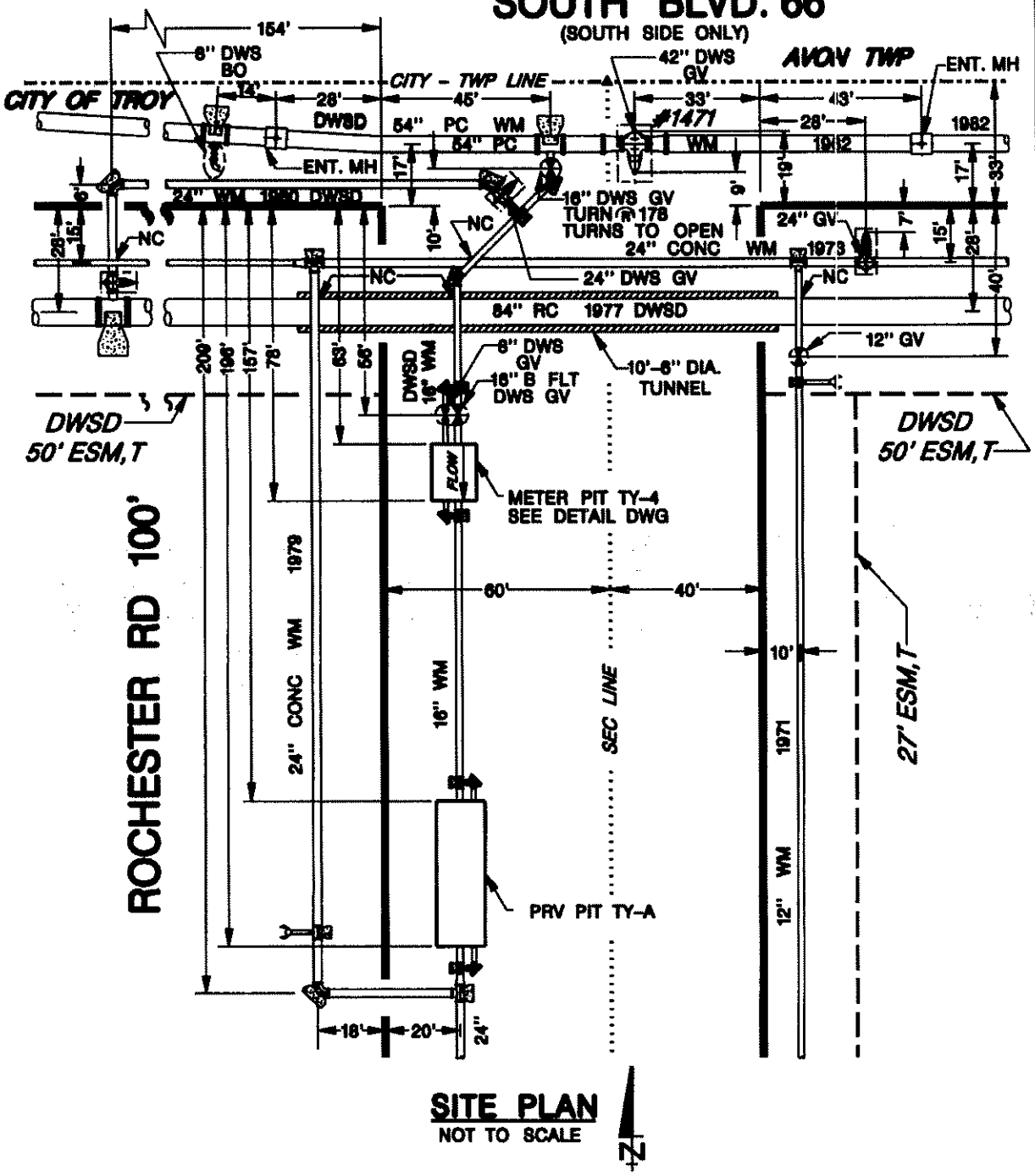
(Q)-DOWNSTREAM PRESSURE TRANSMITTER

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

ADDRESS_____2971 E. MAPLE
FEED TO_____CITY OF TROY
FEED FROM_____54" DWSD TRANS. MAIN
TYPE OF METER_____B.I.F. VENTURI TUBES (2)
SIZE OF METER_____20" X 14.046" 12" 6.773"
METER NUMBER_____20"-55424-1 12"-55424-2
DATE METER SET_____12/7/1966
METER PIT CONST & SIZE___24'-4" x 11'-6.25" ID REINF. CONC
SECTION MAP_____20-Y
GATE BOOK_____E-1064
FIELD BOOK_____1967-MP-32-35
DRAWN BY_____A.D. BOLTON 2/14/08
REMARKS_____

TY 3

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

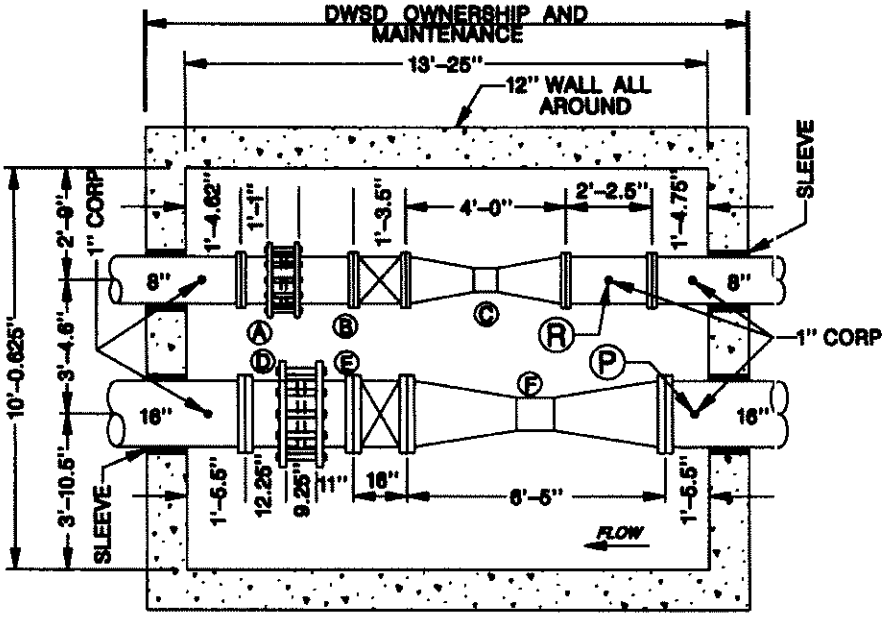


SITE PLAN
NOT TO SCALE

LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

TY 4

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



METER PIT DETAIL +Z

NOT TO SCALE

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

(P) – UPSTREAM PRESSURE TRANSMITTER

(R) – DOWNSTREAM PRESSURE TRANSMITTER

LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
A	1	DRESSER COUPLING	8"
B	1	GATE VALVE (CCW) 786271	8"
C	1	B.I.F. VENTURI TUBE 783271	8" X 3.494"
D	1	DRESSER COUPLING	16"
E	1	B.FLY VALVE HYD. OPER. 782271	16"
F	1	B.I.F. VENTURI TUBE 780271	16" X 9.142"

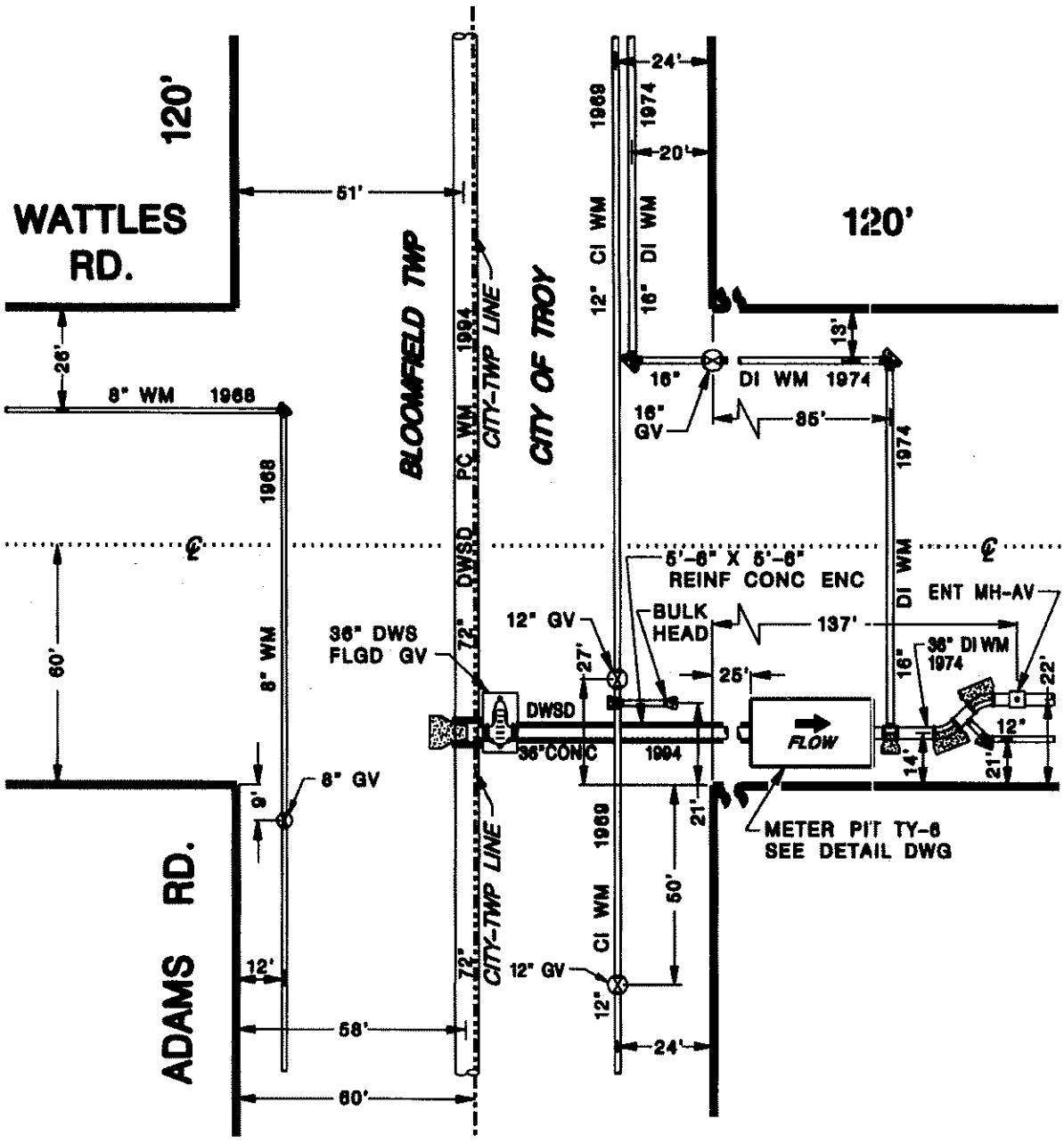
ADDRESS_____6971 ROCHESTER
FEED TO_____CITY OF TROY
FEED FROM_____54" DWSD TRANS MAIN
TYPE OF METER_____2 – B.I.F. VENTURI TUBES
SIZE OF METER_____16" X 9.142" 8" X 3.494"
METER NUMBER_____83870-1 83869-1
DATE METER SET_____02/02/1971
METER PIT CONST & SIZE___13'-0.25" X 10'-0.625" ID REINF CONC
SECTION MAP_____18-4
GATE BOOK_____N-1087
FIELD BOOK_____
DRAWN BY_____A.D. BOLTON 02/19/2008
REMARKS_____

TY 4

EXHIBIT A TY-06

ADAMS AND WATTLES

CITY OF TROY



SITE PLAN

N.T.S.

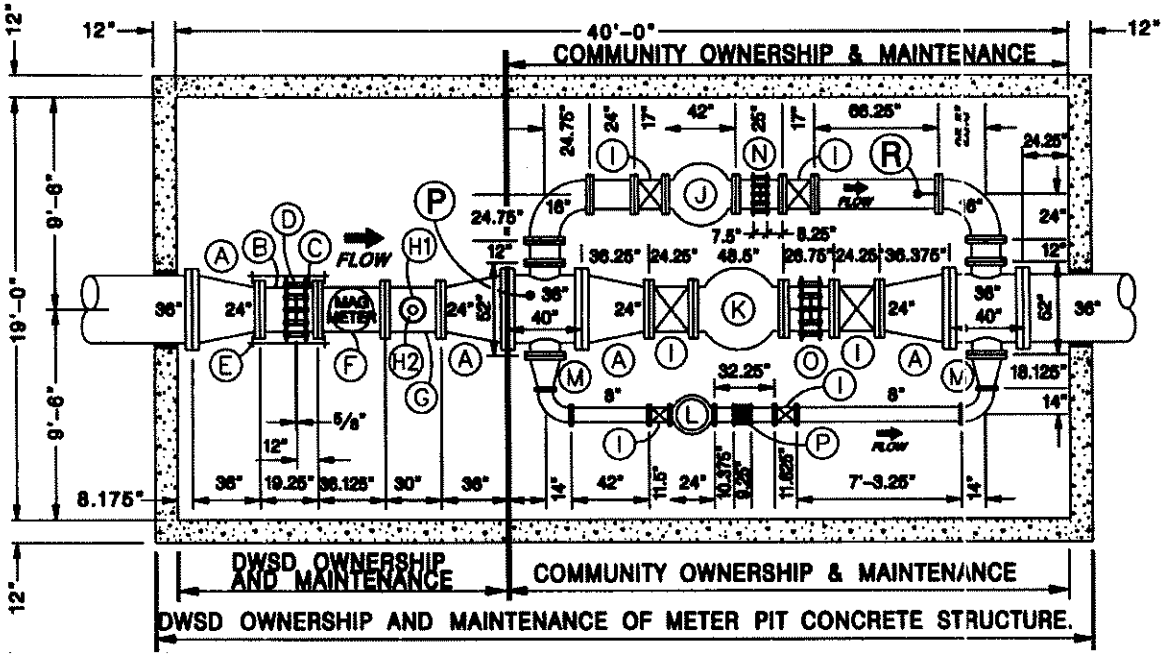
LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

TY 6

EXHIBIT A TY-06

ADAMS AND WATTLES

CITY OF TROY



TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 TO 8
MAG	0
TURBINE	4 - 8

METER PIT DETAIL

N.T.S.

(P) UPSTREAM PRESSURE TRANSMITTER

(R) OTHER PRESSURE TRANS.

LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
A	4	36" x 24" FLGD. CONCENTRIC REDUCERS, D.I. 18" F-F	36" x 24"
B	1	24" x 1'-7 1/4" F-PE PIPE, GADR. D.I.	24"
C	1	24" x 1'-0" F-PE PIPE, GADR. D.I.	24"
D	1	24" 'DRESSER STYLE' PIPE COUPLING	24"
E	LOT	COUPLING RESTR.: [8] 48" LONG THRD. RODS, [12] EAR PLATES	1"ø
F	1	24" FLGD. MAGNETIC FLOWMETER, 36.125" F-F	24"
G	1	24" x 6" FLGD. TEST TEE, D.I. 15" C-F	24" x 6"
H1	1	6" x 4" FLGD. CONC. REDUCER, D.I., 9" F-F	6" x 4"

TAG	QTY.	DESCRIPTION	SIZE
H2	1	TEST TEE ASSEMBLY w/ 3" x 9" O.D. COMPANION FLANGE	-
I	6	GATE VALVE	8", 16", 24"
J	1	16" ROSS P.R.V.	16"
K	1	24' ROSS P.R.V.	24"
L	1	8" ROSS P.R.V.	8"
M	1	8" x 16" REDUCER	8" x 16"
N	1	16" 'DRESSER STYLE' PIPE COUPLING	16"
O	1	24" 'DRESSER STYLE' PIPE COUPLING	24"
P	1	8" 'DRESSER STYLE' PIPE COUPLING	8"

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

TY 6

EXHIBIT A TY-07

CROOKS AND SOUTH BLVD.

CITY OF TROY

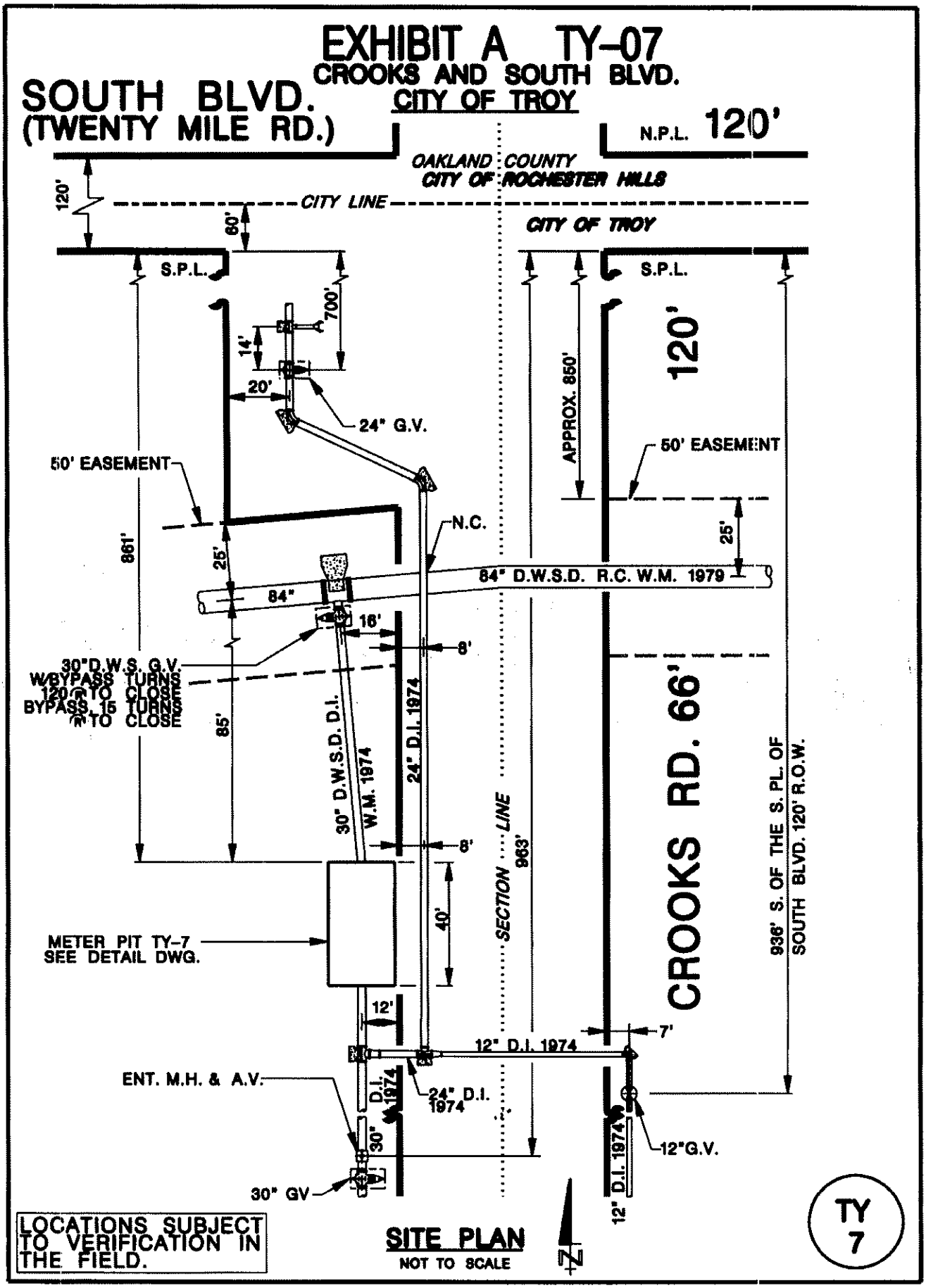
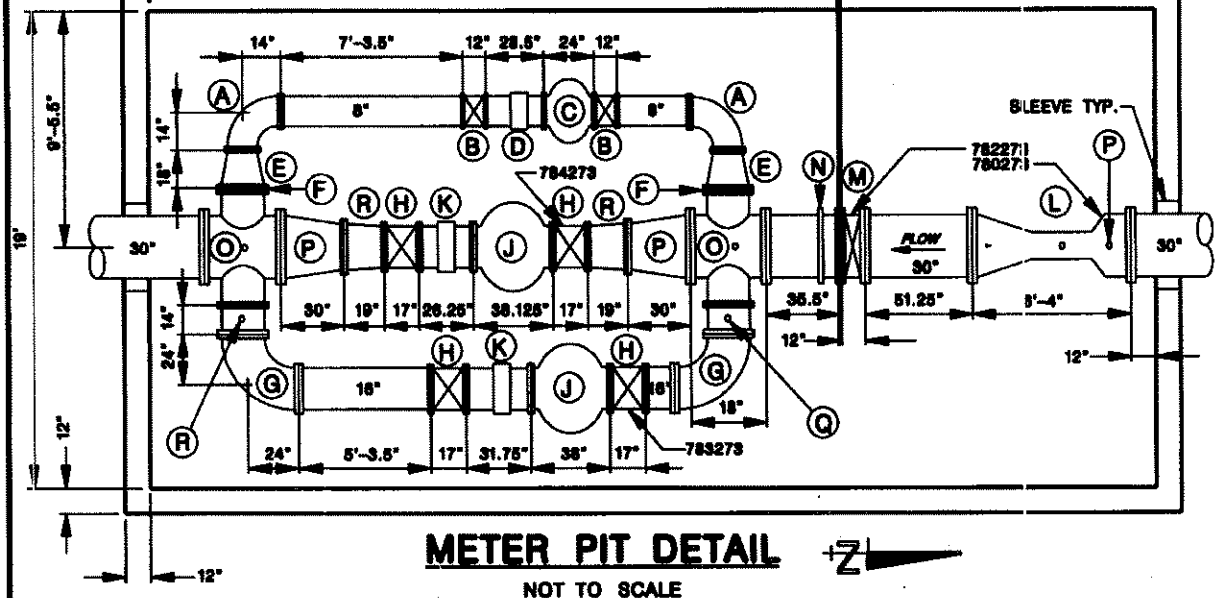


EXHIBIT A TY-07
CROOKS AND SOUTH BLVD.
CITY OF TROY

D.W.S.D. OWNERSHIP AND MAINTENANCE OF CONC. METER PIT.

COMMUNITY OWNERSHIP AND MAINTENANCE

D.W.S.D. OWNERSHIP AND MAINTENANCE



METER PIT DETAIL +Z

NOT TO SCALE

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

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

TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 TO 2
MAG	0
TURBINE	4 - 8
B.I.F. VENTURI W/ORIFICE	10 - 15

(P) UPSTREAM PRESSURE TRANSMITTER

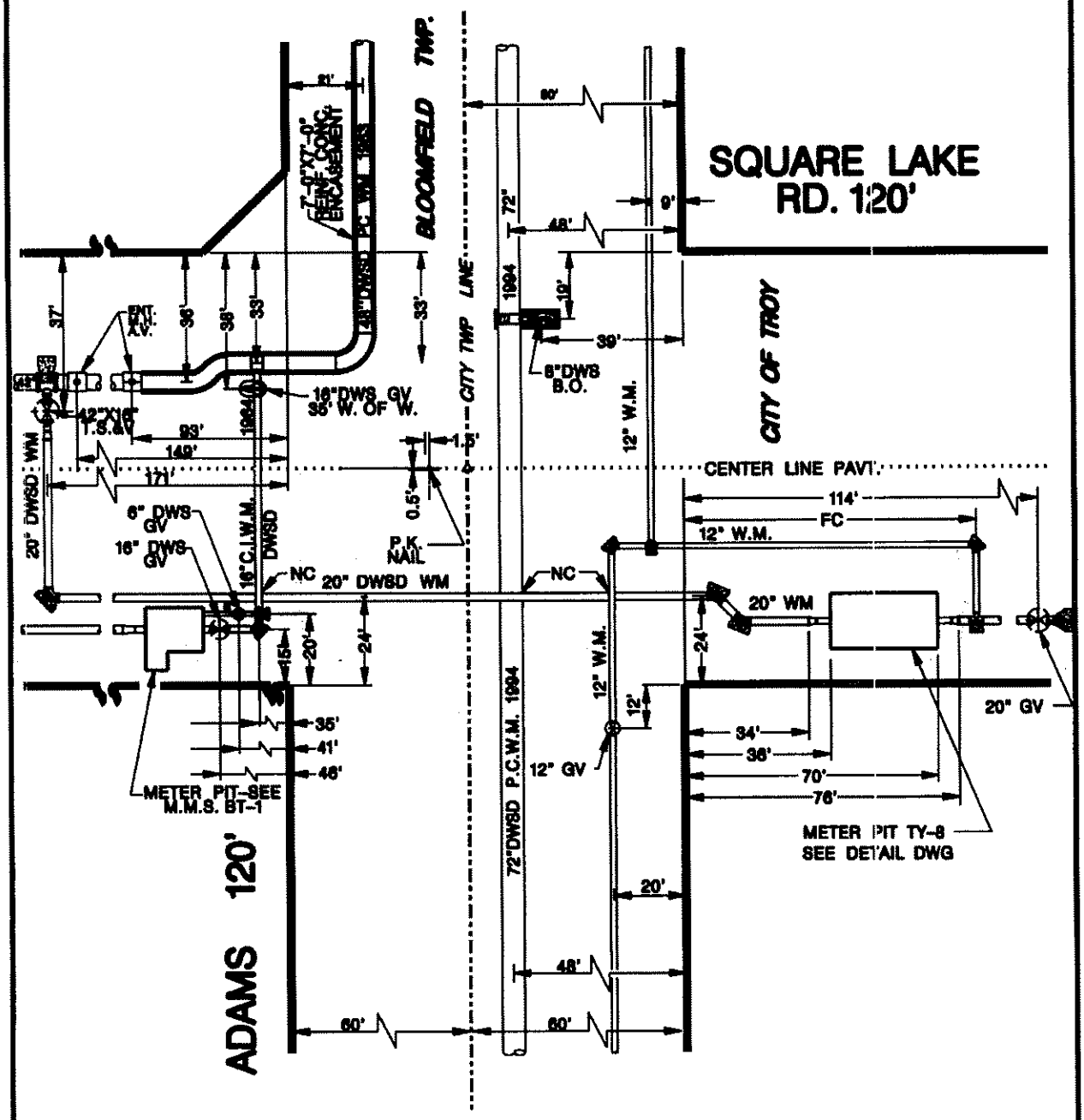
(Q) DOWNSTREAM PRESSURE TRANSMITTER

(R) OTHER PRESSURE TRANSMITTER

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

TY 7

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

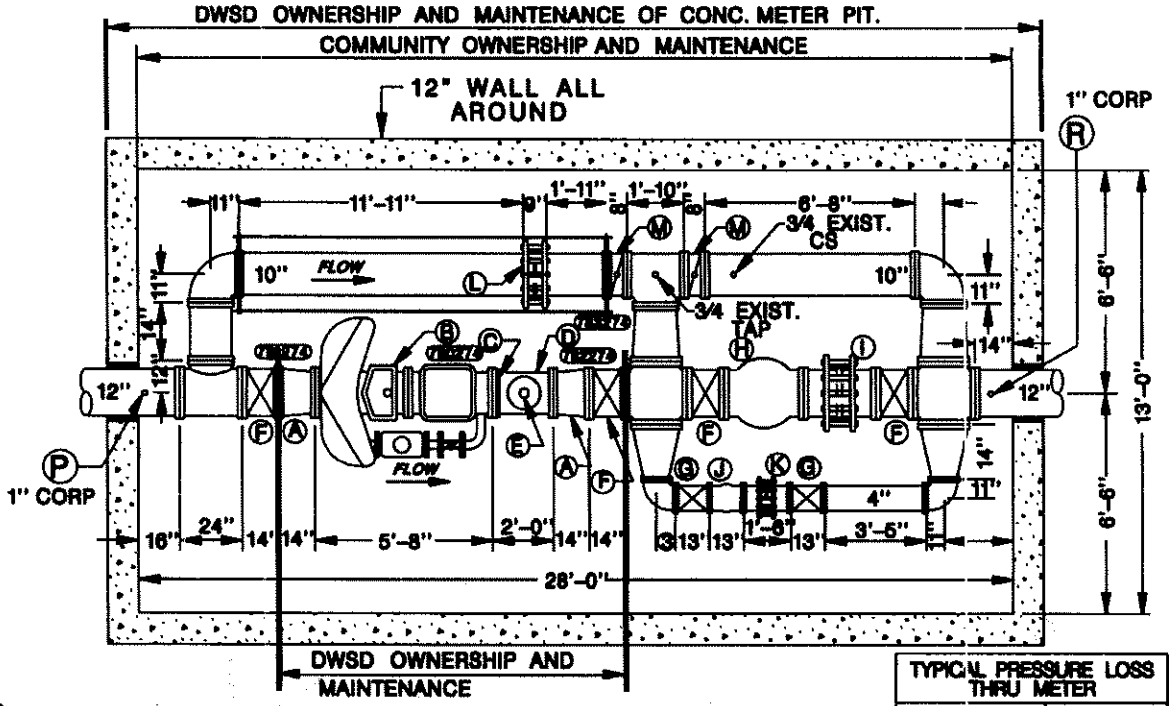


SITE PLAN
NOT TO SCALE

LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

TY 8

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



Ⓟ – UPSTREAM PRESSURE TRANSMITTER

Ⓡ – OTHER PRESSURE TRANSMITTER

METER PIT DETAIL
NOT TO SCALE

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

LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
A	2	FLGD CONC REDUC DI F–F	12" X 10"
B	1	FIRELINE COMPACT METER W5500	10" X 2"
C	1	MEGALUG FLANGE ADAPTER	10"
D	1	10" X 1'–11.5" F–PE PIPE w/3" TOL DI	10"
E	1	TEST TEE ASSEMBLY w/8" COMP FLANGE	–
F	4	GATE VALVE	12"
G	1	GATE VALVE	4"

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

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

TY 8

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

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

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

EXHIBIT B

Table 1
Projected Annual Volume and Minimum Annual Volume

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

EXHIBIT B

Table 2
Pressure Range and Maximum Flow Rate

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

EXHIBIT B

Table 2 (continued)
Pressure Range and Maximum Flow Rate

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

Table 3
Flow Split Assumptions

Meter	Assumed Flow Split (2008-2009)
TY-01	1%
TY-03	11%
TY-04	45%
TY-06	5%
TY-07	31%
TY-08	7%

Table 4
Addresses for Notice

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

TRUE COPY CERTIFICATE

Form C of D—16-CE

STATE OF MICHIGAN, } ss.
City of Detroit }

CITY CLERK'S OFFICE, DETROIT

I, Janice M. Winfrey, City Clerk of the City of Detroit, in said State, do hereby certify that the annexed paper is a TRUE COPY OF resolution adopted (passed) by the City Council at session of June 24 19xx 2008 and approved by Mayor July 7 19xx 2008 as appears from the Journal of said City Council in the office of the City Clerk of Detroit, aforesaid; that I have compared the same with the original, and the same is a correct transcript therefrom, and of the whole of such original.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said City, at Detroit, this Fourth day of August A. D. 19xx 2008

Janice M. Winfrey
CITY CLERK

Water and Sewerage Department
May 28, 2008

Honorable City Council:

Re: Water Service Contract Between City of Detroit and City of Troy.

The City of Troy (Troy) in Oakland County has agreed to a new thirty-year water service contract with the City of Detroit. This contract is based upon the model water contract that was discussed in detail before the Public Health and Safety Standing Committee on May 19, 2008. As discussed in Committee, the new contracts have a term of thirty years and will replace any and all prior water service agreements between the City of Detroit and Troy. The terms of each contract negotiated are essentially identical, with the exception of the two contract exhibits. Exhibit A of the contract sets forth the customer's service area and metering information. Exhibit B of the contract sets forth the particular service level needs of the customer.

By Council Member Tinsley-Talabi:

Resolved, That the Water Service Contract Between the City of Detroit and the City of Troy be and hereby is approved.

Adopted as follows:

Yeas — Council Members S. Cockrel, Jones, Kenyatta, Reeves, Tinsley-Talabi, Watson, Conyers, and President K. Cockrel, Jr. — 8.

Nays — None.

*WAIVER OF RECONSIDERATION (No. 3), per motions before adjournment.

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

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

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

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

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

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

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

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

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

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

2.01 A new Section 3.05 shall be added as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signatures appear on next page)

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

City of Troy:

By: Louise E. Schilling
Louise E. Schilling
Its: Mayor

By: Tonni L. Bartholomew
Tonni L. Bartholomew
Its: City Clerk

City of Detroit:

By: Dave Bing
Dave Bing
Its: Mayor

APPROVED BY
TROY CITY COUNCIL ON:

December 21, 2009
Date

APPROVED BY DETROIT
BOARD OF WATER COMMISSIONERS ON:

JAN 27 2010
Date

APPROVED BY
DETROIT CITY COUNCIL ON:

MAR 23 2010
Date

FIRST AMENDED EXHIBIT A

Customer's Water Distribution Points

This Exhibit contains the following information:

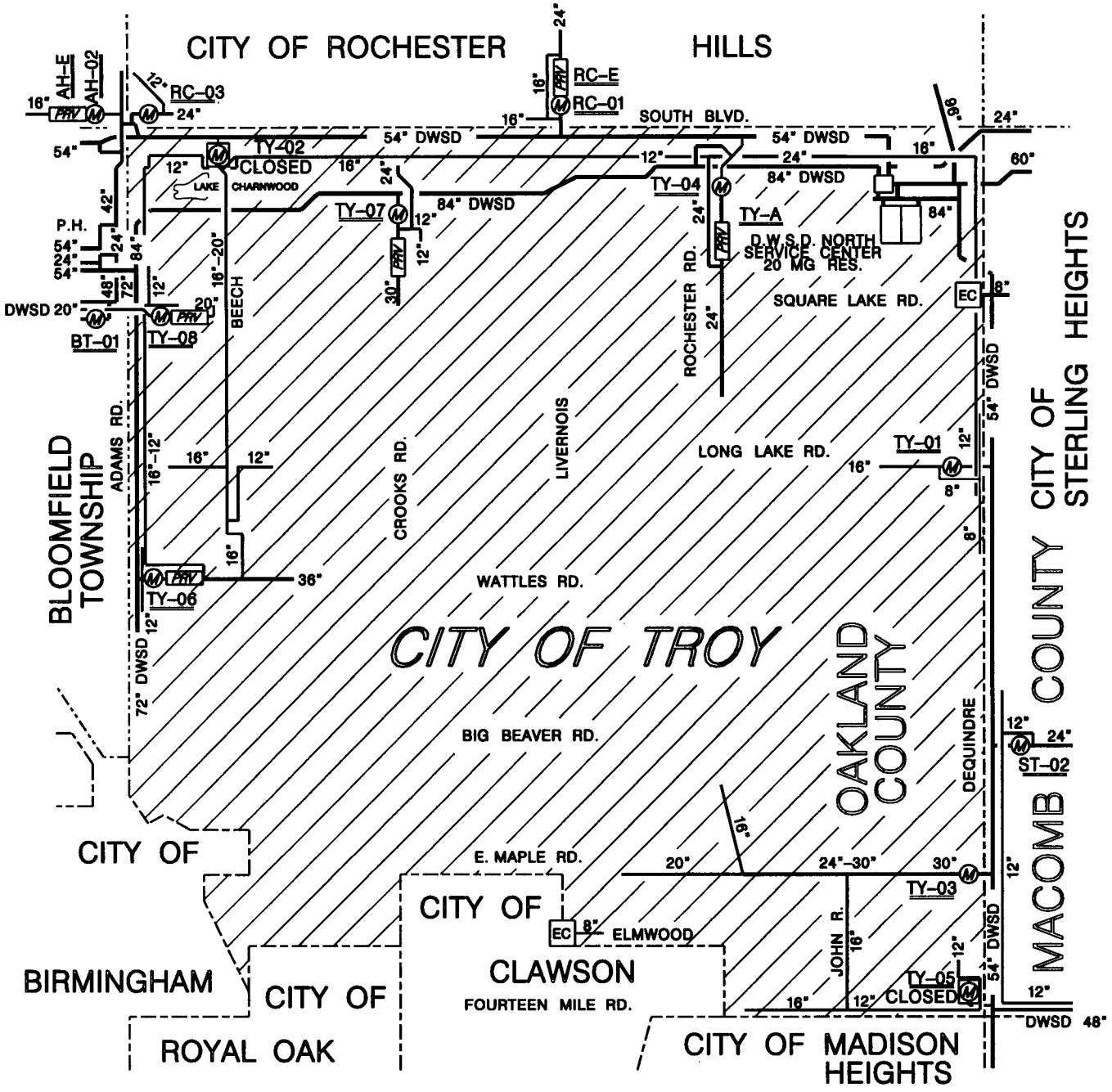
1. The corporate limits of Customer;

2. The agreed upon water Service Area of Customer which (a) may or may not be entirely within the corporate limits of Customer and (b) which may or may not include the entire area within the Customer's corporate limits;

3. The specific location of the Water Distribution Points, including any Board approved emergency connections;

4. The designation of appurtenances to be maintained by Customer and those to be maintained by the Board; and

5. A list of any closed meter locations.



LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
(M)	DWSD METER PIT	▨	*SERVICE AREA*
[M]	COM METER PIT	– – –	*CITY OR TWP LINE*
PRV	*PRV*	–·–·–	*CITY-TWP LINE*
EC	EMERGENCY CONNECTION		

REVISED	DATE	EXHIBIT-A	*SERVICE AREA LOCATION MAP*
JT	04/07/08		CITY OF TROY
DLE	04/17/08		

EXHIBIT A

City of Troy Emergency Connections:

Connection to Clawson (SOCWA)
8" GV&W – at the intersection of Main and Elmwood

Connection to Sterling Heights
8" GV&W – across from Beaumont Hospital at 44201 Dequindre Road

City of Troy Water Customers Outside of Corporate Limits:

3300 W. South Blvd., Rochester Hills

3061 Adams Rd., Bloomfield Twp.

6001 Adams Rd., Bloomfield Twp.

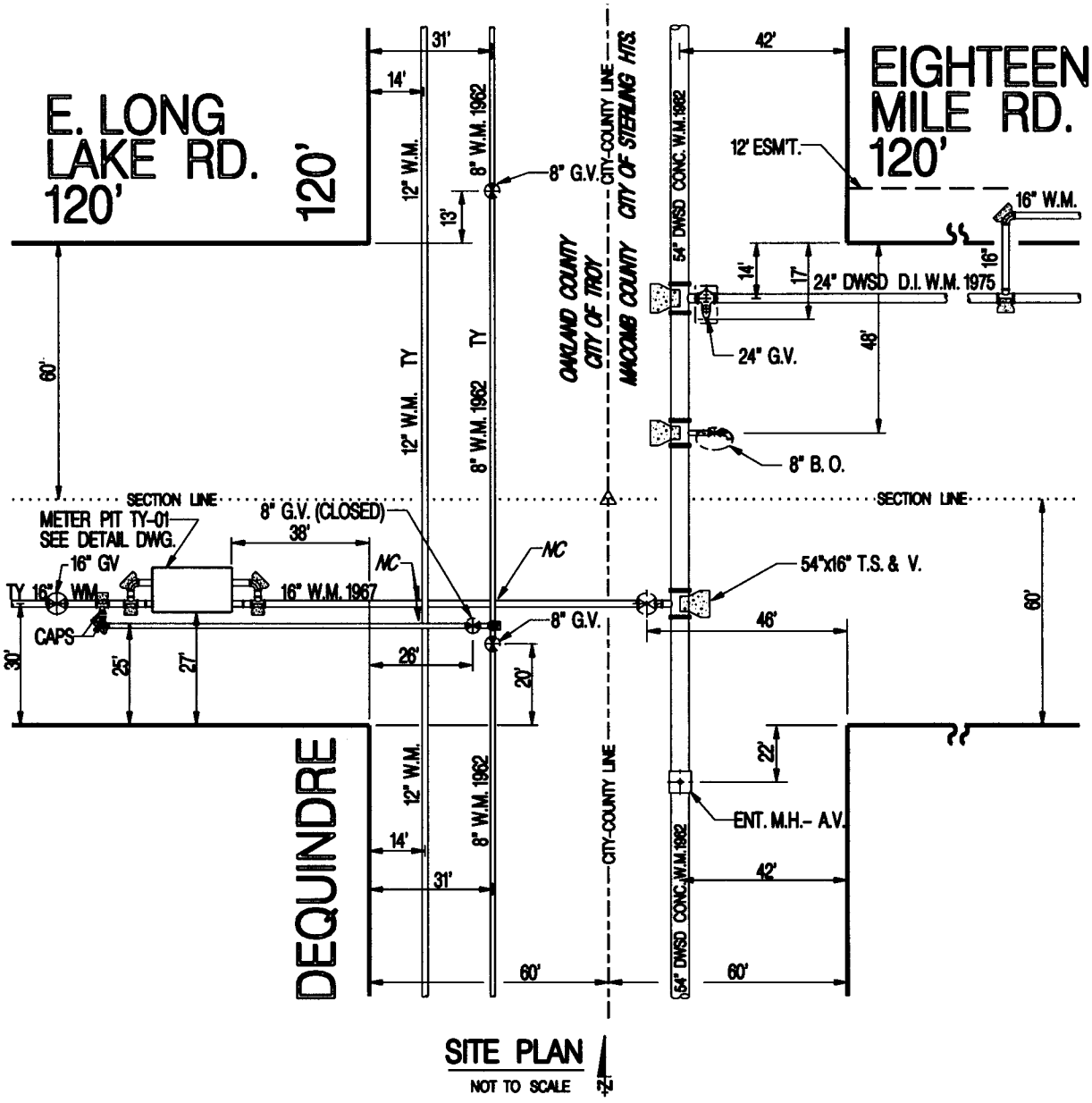
City of Troy Master Meters Not In Service:

TY-02
TY-05

EXHIBIT A TY-01

DEQUINDRE & LONG LAKE RD.

CITY OF TROY



TY - CITY OF TROY
OWNERSHIP & MAINTENANCE

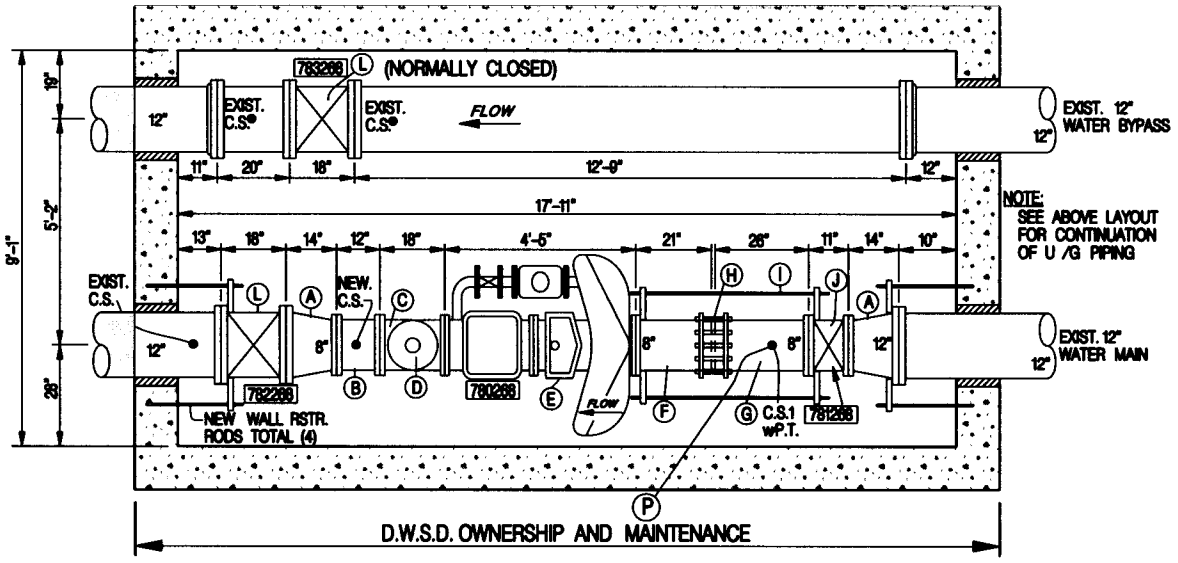
LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

TY 01

EXHIBIT A TY-01

DEQUINDRE & LONG LAKE RD.

CITY OF TROY



METER PIT DETAIL
NOT TO SCALE

CITY OF TROY OWNERSHIP & MAINTENANCE

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

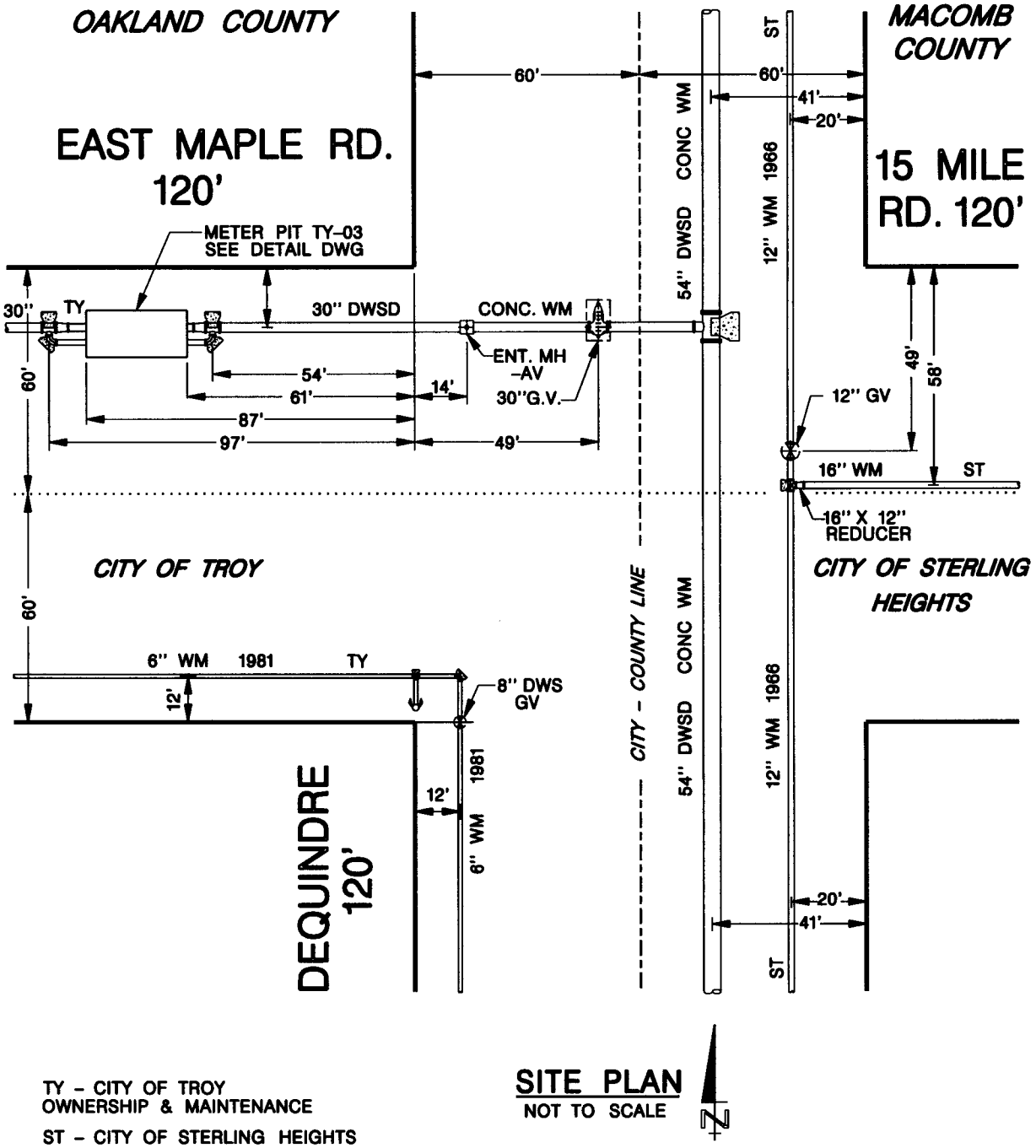
Ⓟ - UPSTREAM PRESSURE TRANSMITTER, D.W.S.D. OWNERSHIP & MAINTENANCE

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

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

TY 01

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



SITE PLAN
NOT TO SCALE

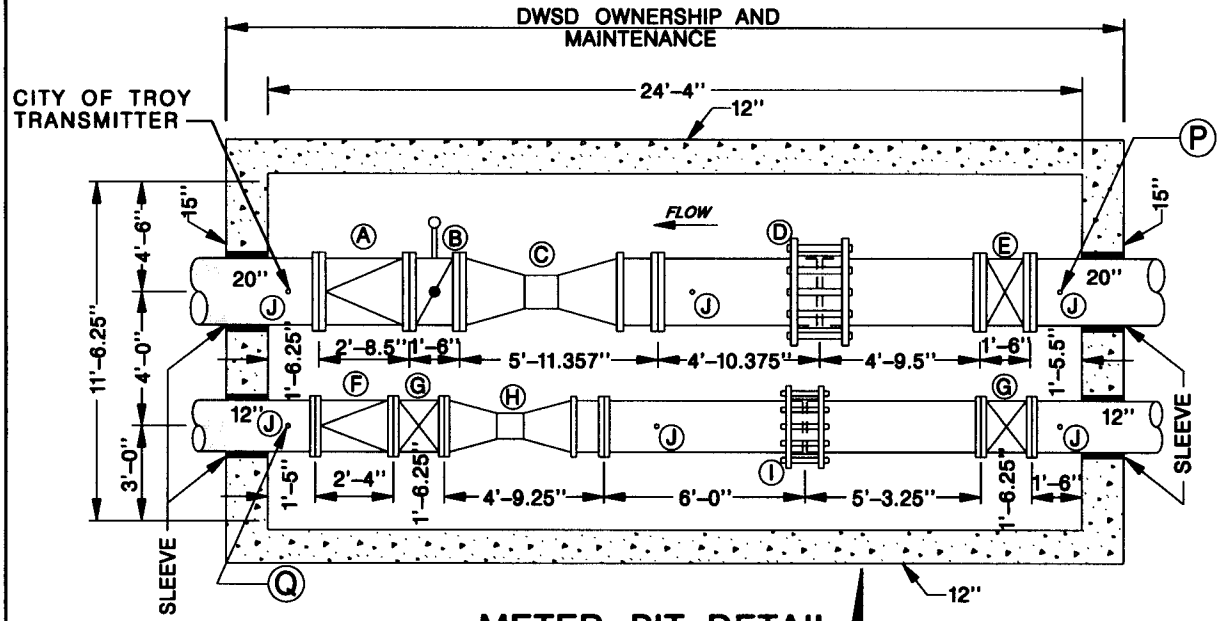
TY - CITY OF TROY
OWNERSHIP & MAINTENANCE

ST - CITY OF STERLING HEIGHTS
OWNERSHIP & MAINTENANCE

LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

TY 03

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



METER PIT DETAIL
NOT TO SCALE

CITY OF TROY OWNERSHIP & MAINTENANCE

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

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

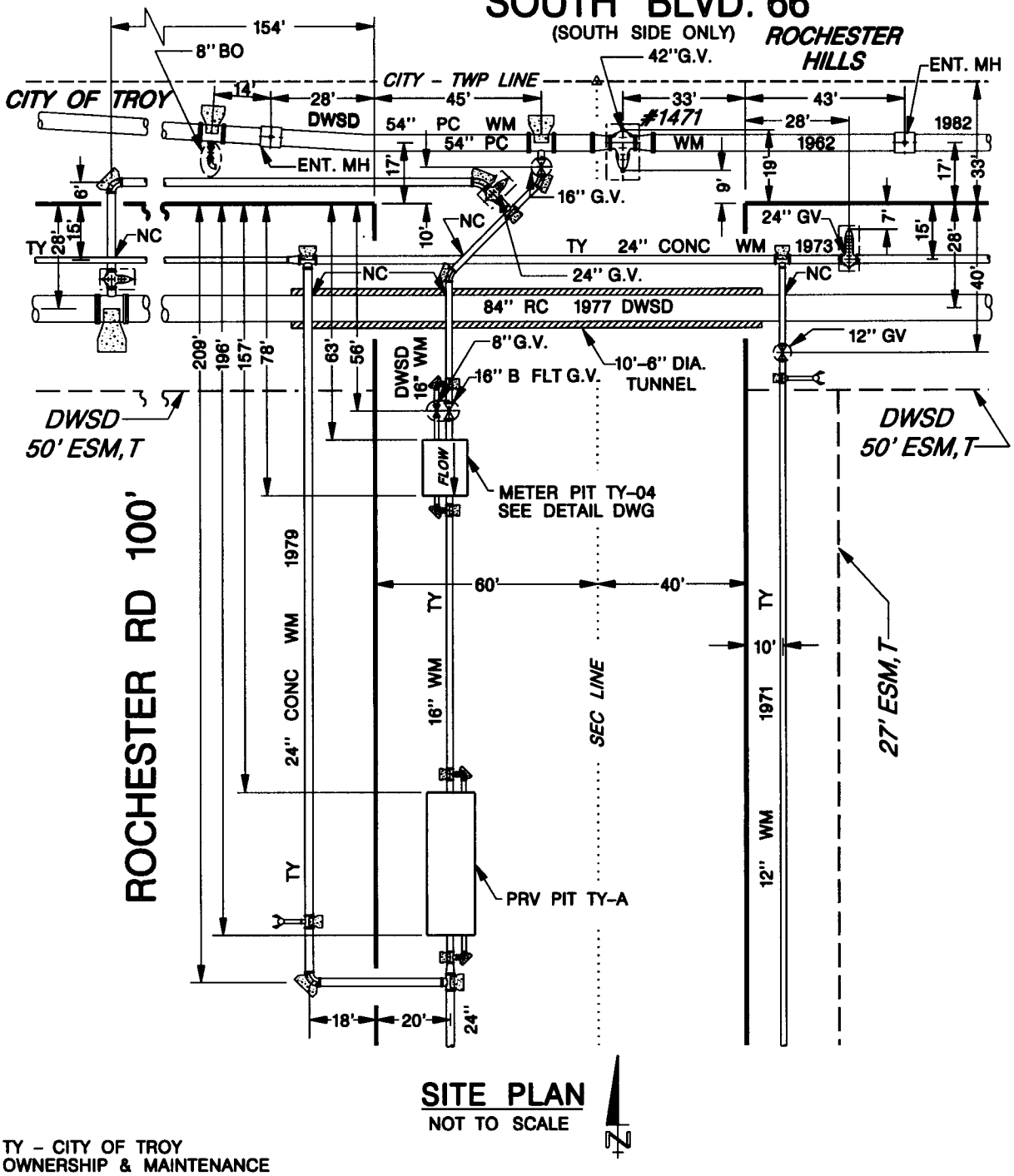
(Q)–DOWNSTREAM PRESSURE TRANSMITTER, D.W.S.D. OWNERSHIP & MAINTENANCE

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

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

TY 03

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



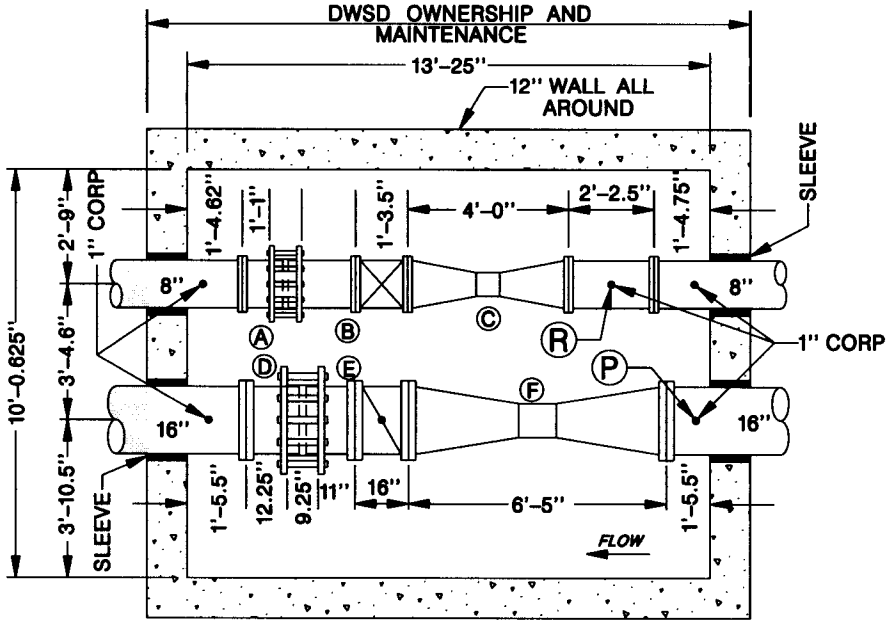
SITE PLAN
NOT TO SCALE

TY - CITY OF TROY
OWNERSHIP & MAINTENANCE

LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

TY 04

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



CITY OF TROY OWNERSHIP & MAINTENANCE

METER PIT DETAIL
NOT TO SCALE

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

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

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

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

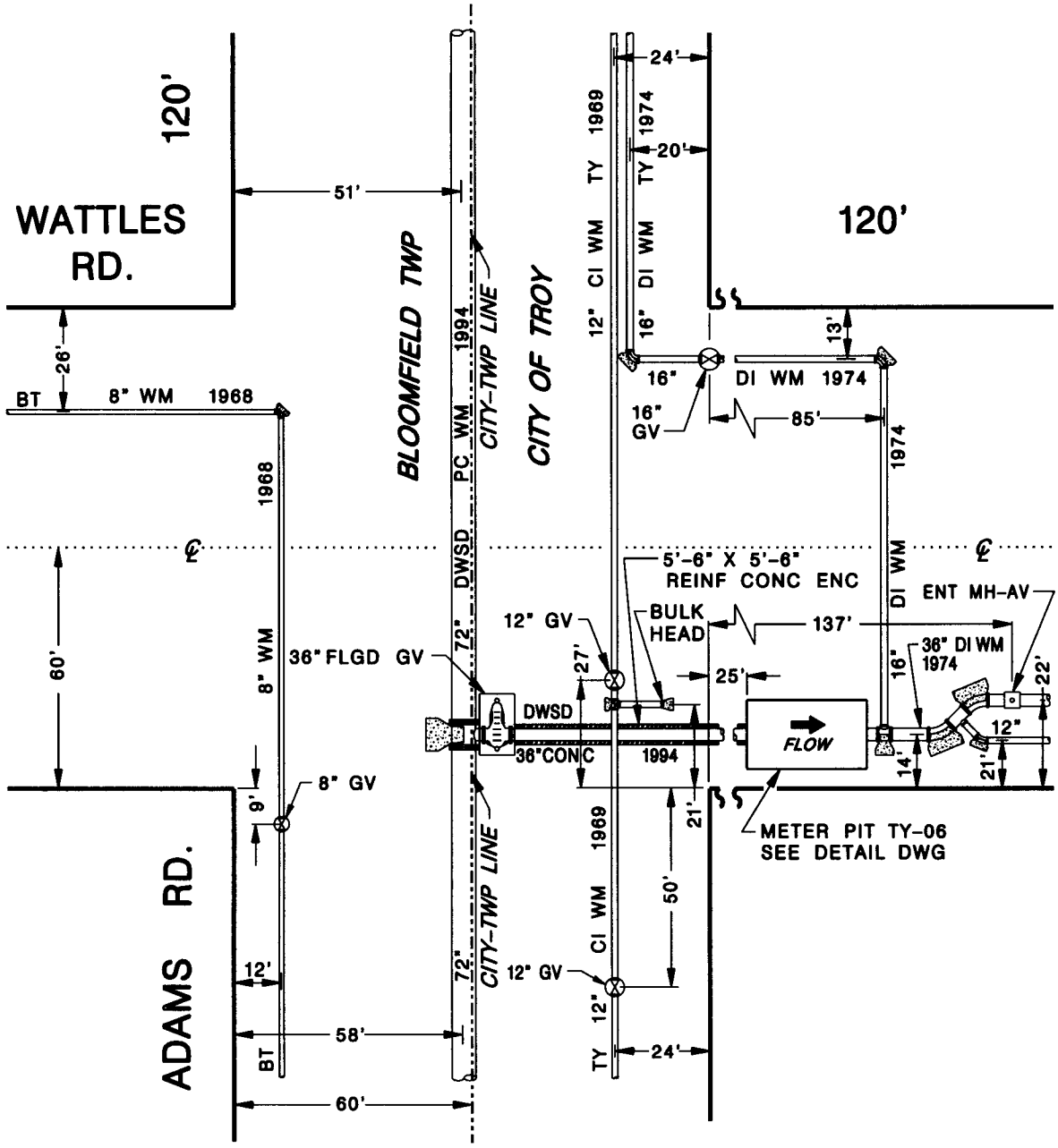
ADDRESS 6971 ROCHESTER
FEED TO CITY OF TROY
FEED FROM 54" DWSD TRANS MAIN
TYPE OF METER 2 - B.I.F. VENTURI TUBES
SIZE OF METER 16" X 9.142" 8" X 3.494"
METER NUMBER 16") 83870-1 8") 83869-1
DATE METER SET 02/02/1971
METER PIT CONST & SIZE 13'-0.25" X 10'-0.625" ID REINF CONC
SECTION MAP 18-4
GATE BOOK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

TY 04

EXHIBIT A TY-06

ADAMS AND WATTLES

CITY OF TROY



TY – CITY OF TROY
OWNERSHIP & MAINTENANCE

BT – BLOOMFIELD TOWNSHIP
OWNERSHIP & MAINTENANCE

LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

SITE PLAN

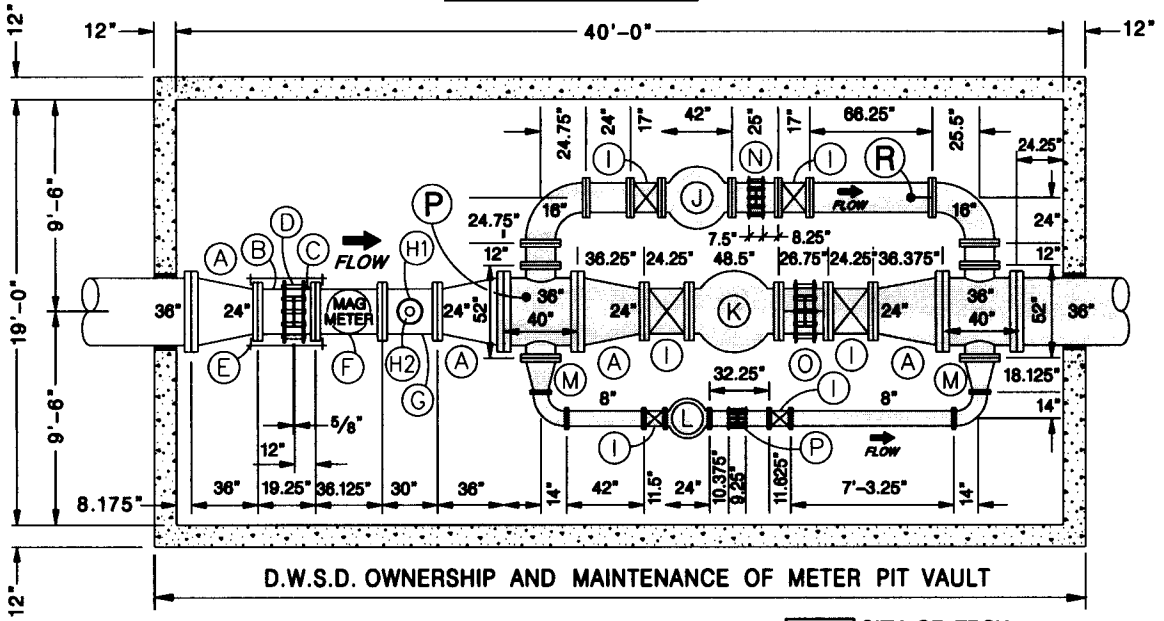
N.T.S.

TY 06

EXHIBIT A TY-06

ADAMS AND WATTLES

CITY OF TROY



CITY OF TROY OWNERSHIP & MAINTENANCE

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

METER PIT DETAIL

N.T.S.

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

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

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

TAG	QTY.	DESCRIPTION	SIZE
H2	1	TEST TEE ASSEMBLY w/ 3" x 9" O.D. COMPANION FLANGE	-
I	6	GATE VALVE	8", 16", 24"
J	1	16" ROSS P.R.V.	16"
K	1	24" ROSS P.R.V.	24"
L	1	8" ROSS P.R.V.	8"
M	1	8" x 16" REDUCER	8" x 16"
N	1	16" 'DRESSER STYLE' PIPE COUPLING	16"
O	1	24" 'DRESSER STYLE' PIPE COUPLING	24"
P	1	8" 'DRESSER STYLE' PIPE COUPLING	8"

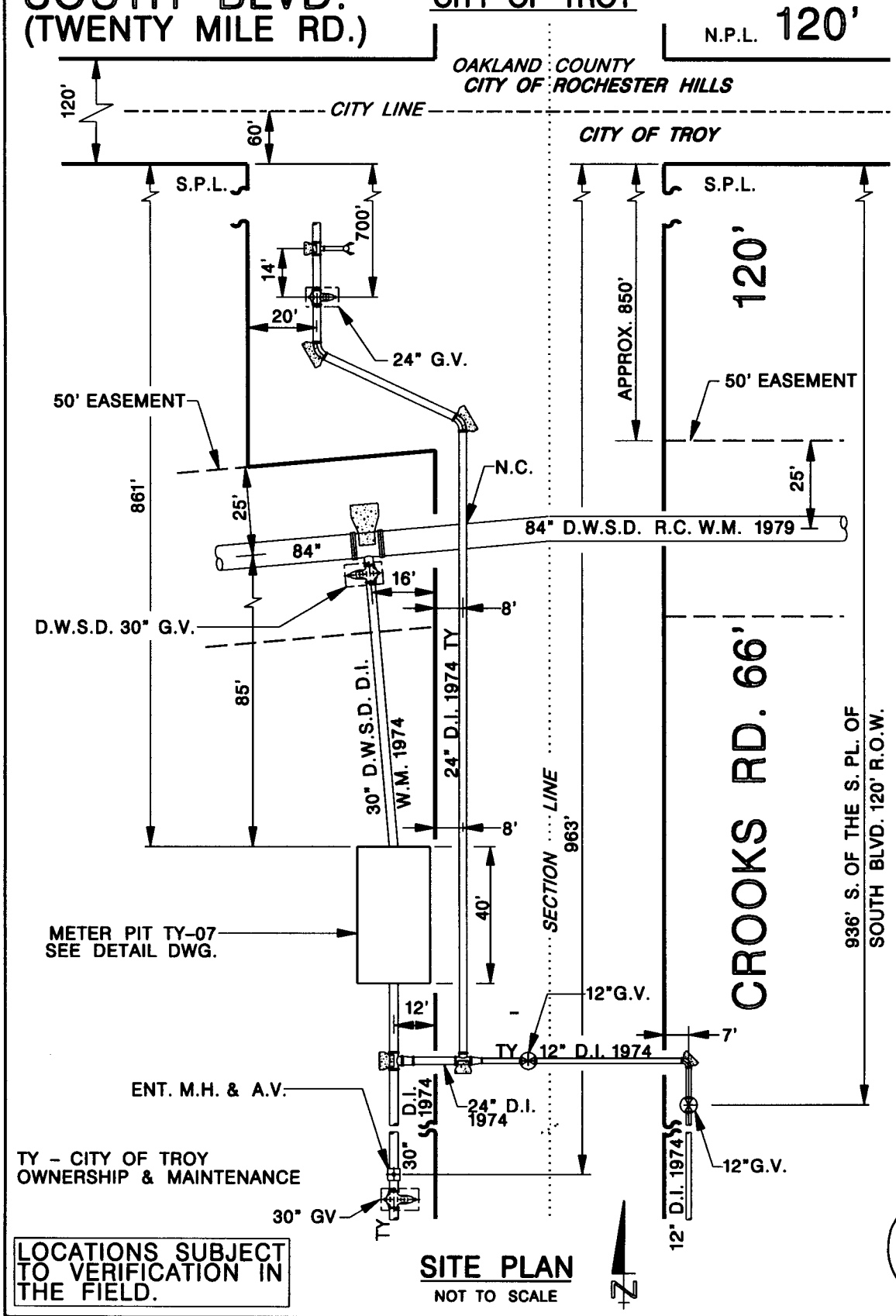
LOCATION	ADAMS AND WATTLES
FEED TO	CITY OF TROY
FEED FROM	72" DWSD TRANSMISSION MAIN
TYPE OF METER	ABB MAG
SIZE OF METER	24"
METER NUMBER	V/34729/17/1
DATE OF METER SET	5/12/2000
METER PIT SIZE & CONST.	19'-0" x 40'-0" REINF CONCRETE
TYPE & SIZE OF P.R.V.	ROSS PRV - 24", 16" & 8"
DATE VALVE SET	
SECTION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

TY 06

EXHIBIT A TY-07

CROOKS AND SOUTH BLVD.

CITY OF TROY



LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

SITE PLAN

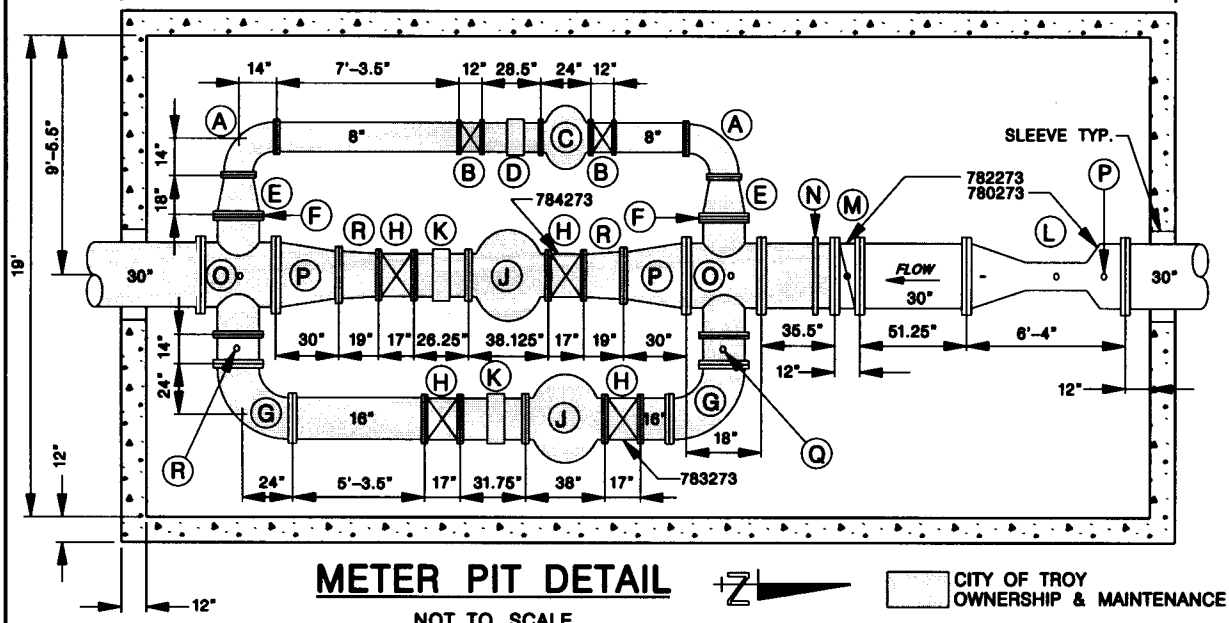
NOT TO SCALE

N

TY 07

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

D.W.S.D. OWNERSHIP AND MAINTENANCE OF METER PIT VAULT



METER PIT DETAIL

NOT TO SCALE

CITY OF TROY OWNERSHIP & MAINTENANCE

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

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

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

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

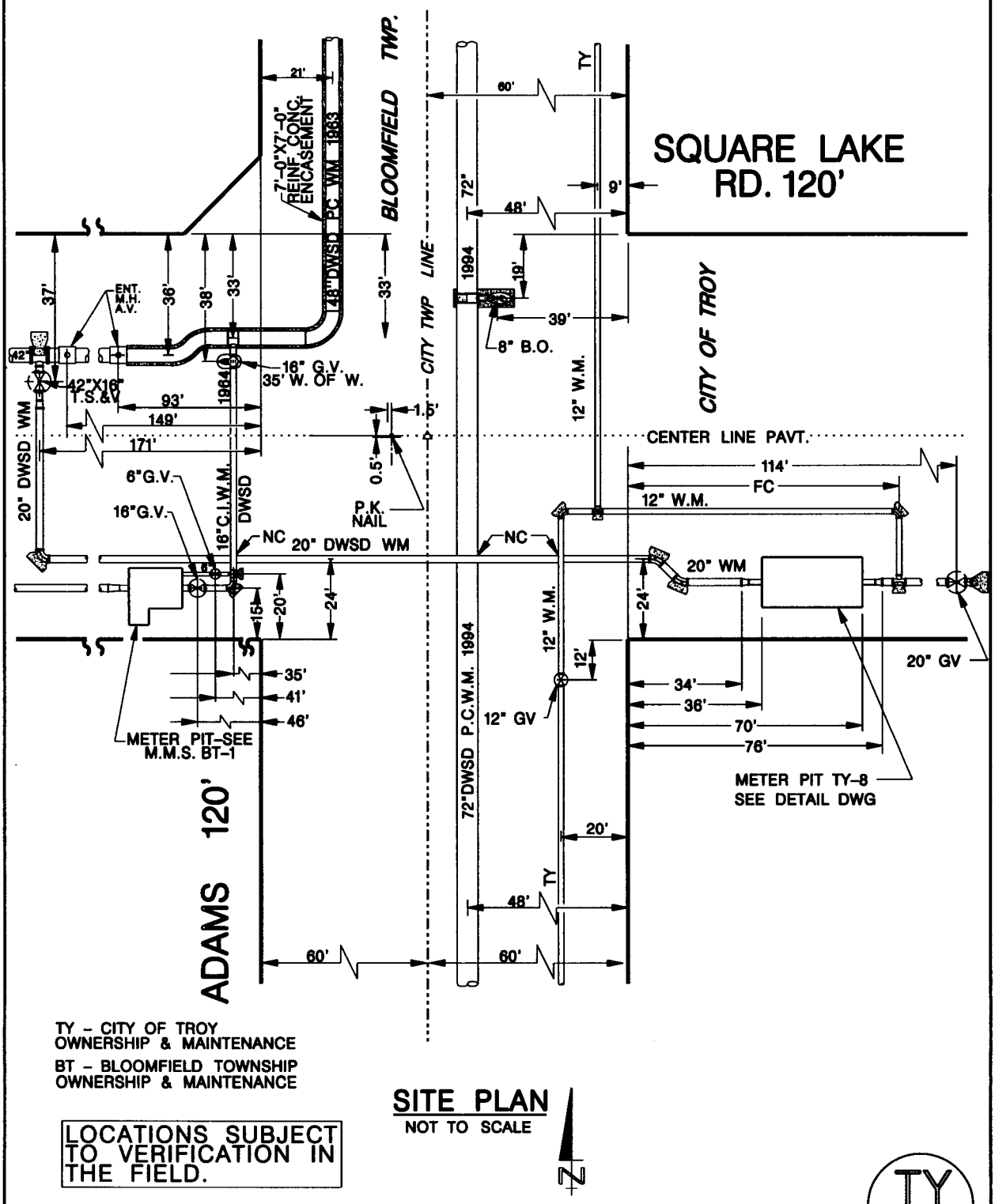
(Q) DOWNSTREAM PRESSURE TRANSMITTER, D.W.S.D. OWNERSHIP & MAINTENANCE

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

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

TY 07

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



TY – CITY OF TROY
OWNERSHIP & MAINTENANCE

BT – BLOOMFIELD TOWNSHIP
OWNERSHIP & MAINTENANCE

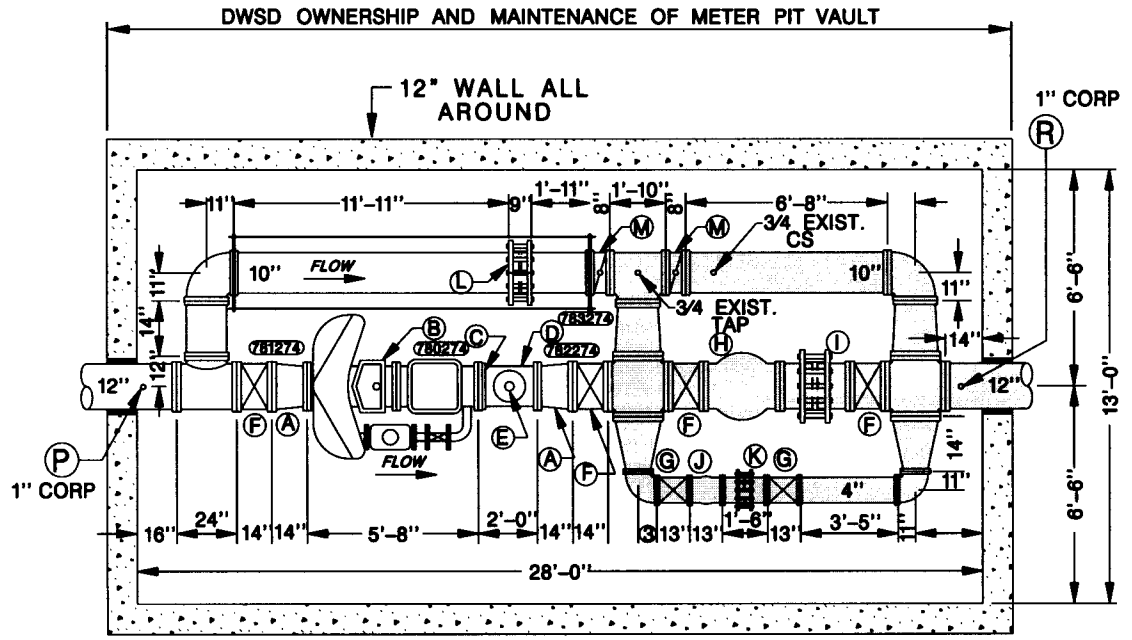
LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

SITE PLAN
NOT TO SCALE

N

TY 08

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



CITY OF TROY OWNERSHIP AND MAINTENANCE

Ⓟ – UPSTREAM PRESSURE TRANSMITTER D.W.S.D. OWNERSHIP & MAINTENANCE

Ⓡ – OTHER PRESSURE TRANSMITTER D.W.S.D. OWNERSHIP & MAINTENANCE

METER PIT DETAIL

NOT TO SCALE

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

LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
A	2	FLGD CONC REDUC DI F–F	12" X 10"
B	1	FIRELINE COMPACT METER W5500	10" X 2"
C	1	MEGALUG FLANGE ADAPTER	10"
D	1	10" X 1'–11.5" F–PE PIPE w/3" TOL DI	10"
E	1	TEST TEE ASSEMBLY w/3" COMP FLANGE	–
F	4	GATE VALVE	12"
G	1	GATE VALVE	4"

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

ADDRESS_____2985 E. SQUARE LAKE ROAD
FEED TO_____CITY OF TROY
FEED FROM_____42" DWSD TRANS MAIN
TYPE OF METER_____FIRELINE COMPACT METER W5500
SIZE OF METER_____10" X 2"
METER NUMBER_____10") 1565968 & 2") 1566097
DATE METER SET_____8/18/1999
TYPE OF PRV_____ROSS & GOLDEN ANDERSON
SIZE OF PRV_____12" 4"
METER PIT CONST & SIZE___28'–0" X 13'–0" ID REINF CONC
SECTION MAP_____13–3
GATE BOOK_____N–1127
FIELD BOOK_____
DRAWN BY_____A.D. BOLTON 03/28/2008
REMARKS_____

TY 08

FIRST AMENDED EXHIBIT B

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

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

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

FIRST AMENDED EXHIBIT B

Table 1
Projected Annual Volume and Minimum Annual Volume

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

FIRST AMENDED EXHIBIT B

Table 2
Pressure Range and Maximum Flow Rate

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

FIRST AMENDED EXHIBIT B

Table 2 (continued)
Pressure Range and Maximum Flow Rate

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

FIRST AMENDED EXHIBIT B

Table 3
Flow Split Assumptions

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

Table 4
Addresses for Notice

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

500 W. Big Beaver
Troy, MI 48084
(248) 524-3300

CITY OF TROY
OAKLAND COUNTY, MICHIGAN
RESOLUTION

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

At a Regular meeting of the Troy City Council held on Monday, December 21, 2009, the following Resolution was passed:

Resolution #2009-12-375
Moved by Beltramini
Seconded by Kerwin

WHEREAS, In 2008, the City of Troy and the Detroit Water and Sewerage Department (DWSD) entered into a 30 year contract to provide wholesale water which also includes the right of a re-opener of the DWSD commitment and adjusting factors used to develop the water rates charged to the City of Troy; and

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

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

Yes: All-7
No: None

MOTION CARRIED

I, Tonni L. Bartholomew, duly appointed City Clerk of the City of Troy, do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Troy City Council at a Regular Meeting duly called and held on Monday, the 21st day of December, 2009.

Tonni L. Bartholomew
City Clerk

TRUE COPY CERTIFICATE

Form C of D—16-CE

STATE OF MICHIGAN, } ss.
City of Detroit

CITY CLERK'S OFFICE, DETROIT

I, Janice M. Winfrey, City Clerk of the City of Detroit, in said State, do hereby certify that the annexed paper is a TRUE COPY OF RESOLUTION

adopted (passed) by the City Council at session of March 23, 2010

and approved by Mayor March 31, 2010

as appears from the Journal of said City Council in the office of the City Clerk of Detroit, aforesaid; that I have compared the same with the original, and the same is a correct transcript therefrom, and of the whole of such original.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said City, at Detroit, this 21st day of April A.D. 20 10

Janice M. Winfrey
CITY CLERK

Water and Sewerage Department

January 27, 2010

Honorable City Council:

Re: Amendment No. 1 to Water Service Contract Between City of Detroit and City of Troy.

The City of Troy has agreed to the terms of Amendment No. 1 to the Water Service Contract with the City of Detroit. This Amendment is the first of several that are anticipated throughout the 30-year contract term. Pursuant to Section 5.07 of the contract, the parties agree to affirm or modify the projected annual volume, pressure range(s), maximum day and peak hour values (collectively, the "Values") at year 2 of the contract, year 5 of the contract, and every 5 years thereafter. DWSD and the City of Troy have agreed to modify the Values for the 2010 to 2012 period as stated in the Amendment. This Amendment will amend the existing water service contract between the City of Detroit and the City of Troy.

Your approval of Amendment No.1 to the Water Service Contract with the City of Troy, with a waiver of reconsideration, is requested. The Board of Water Commissioners approved this Amendment on January 27, 2010.

Respectfully submitted,

PAMELA TURNER

Director

By Council Member Brown:

Resolved, That Amendment No. 1 to the Water Service Contract between the City of Detroit and the City of Troy be and hereby is approved.

Adopted as follows:

Yeas — Council Members Brown, Cockrel, Jr., Jenkins, Jones, Kenyatta, Spivey, Tate, Watson, and President Pugh — 9.

Nays — None.

*WAIVER OF RECONSIDERATION (No. 30), per motions before adjournment.

AMENDMENT NO. 2 TO WATER SERVICE CONTRACT
BETWEEN
CITY OF DETROIT
AND
CITY OF TROY

This Amendment Agreement No. 2 ("Amendment") is made between the City of Detroit, a municipal corporation, by its Water and Sewerage Department and Board of Water Commissioners (the "Board"), and the City of Troy, a municipal corporation ("Customer"). The Board and Customer are collectively referred to as the "Parties".

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

Whereas, on June 24, 2008, the Parties entered into a Water Service Contract ("Contract") reflecting the terms and conditions governing the delivery and purchase of potable water, as amended on March 23, 2010; and

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

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

Whereas, in October 2011, the Technical Advisory Committee recommended that the Board consider certain modifications to the Contract terms, including the addition of a new defined term in Section 1.01, the revision of Article 5, and modifications to Sections 21.01 and 22.01; and

Whereas, on November 4, 2011, the United States District Court, Eastern District of Michigan, issued an order in Case No. 77-71100 that provides the Board full and final authority to approve contracts with its wholesale customers such that the approval of the Detroit City Council is no longer legally required; and

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

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

1. Section 1.01 of the Contract is amended to add the following definition:

> "Allocation Flow Rate" shall mean the value that is established as a result of a breach of Section 5.03 herein and which value shall replace the contractual Maximum Flow Rate in the rate calculation process in the event that Section 5.04(C) herein is applied by the Board.

2. Section 1.01 of the Contract is amended by deleting the existing definition of "Contract" in its entirety and substituting the following definition in its place:

> "Contract" shall mean each of the various provisions and parts of this document, including all attached Exhibits and any amendments thereto, as may be executed and approved by Customer's governing body and the Board.

3. Section 2.01 of the Contract is amended by deleting in its entirety the existing language and substituting the following language in its place:

> Term. The Board shall sell and supply water to Customer from the System in accordance with the terms of this Contract for a period of thirty years from the effective date of this Contract and any ten-year renewal terms (collectively the "Contract Term"), subject to Article 3 herein. The effective date of this Contract shall be the date that this Contract is approved by Customer's governing body or the Board whichever is later. This Contract replaces and supersedes any prior water service contracts between the Parties.

4. Section 3.04 of the Contract is amended by deleting in its entirety the existing language and substituting the following language in its place:

> Formation of Water Authority. Customer may join with another authority, city, township, village or other municipal corporation recognized by the State of Michigan to form a water authority for the sole purpose of collectively contracting for water service from the Board. The exercise of this right shall not be construed as an early termination of this Contract and this Contract shall be voided upon the approval of a new water service contract by Customer's governing body and the Board.

5. Article 5 of the Contract is amended by deleting in its entirety the existing Article 5 and substituting the following revised Article 5 in its place:

Article 5.
Pressure; Maximum Flow Rate; Minimum Annual Volume

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

5.02 Remedy for Non-Compliance with Pressure Range. If the water pressure at Customer's Water Distribution Points is above or below the Pressure Range, at Customer's request the Parties shall meet within thirty (30) calendar days to discuss the reasons for the non-compliance and, if agreed necessary, develop and implement a mutually agreeable written corrective action plan within sixty (60) calendar days of the meeting, or as otherwise agreed. The corrective action plan shall include a timetable for resolution of the non-compliance issue(s).

A. If it is determined that another customer's exceedance of the rates of flow established by that customer's Maximum Flow Rate caused or contributed to the Board's inability to meet its Pressure Range agreement with Customer, then the corrective action plan shall provide for the resolution of the issue.

B. If Customer is exceeding the rates of flow established by its Maximum Flow Rate on a day other than the DWSD Maximum Day at the time Customer experiences a variation from the Pressure Range, then the Board shall be relieved from its obligation to provide water to Customer within the Pressure Range for that period of time during which Customer is exceeding the rates of flow established by its Maximum Flow Rate.

5.03 Maximum Flow Rate. Customer's Maximum Flow Rate is specified in Exhibit B. Customer shall not exceed the Maximum Flow Rate specified in Exhibit B, as measured in million gallons on the DWSD Maximum Day and during the DWSD Peak Hour.

A. The Board shall notify all customers in writing on or before October 1 of each calendar year if Customer or any other wholesale customer is alleged to have exceeded its Maximum Flow Rate in a given calendar year. The notice shall state the day and/or hour that Customer or any other wholesale water customer is alleged to have exceeded its Maximum Flow Rate.

B. If Customer is alleged to be in breach of its obligations under this Section 5.03, the Board and Customer shall endeavor to meet before November 1 of the then current calendar year, or as soon as practicable, for the purposes of validating the breach, reviewing and analyzing the causes, and to negotiate a possible remedy pursuant to Sections 5.04 and 5.05 herein.

C. The Technical Advisory Committee's Analytical Work Group, or its successor shall review any alleged breach of this Section 5.03.

i. The Analytical Work Group shall meet once, at a minimum, on or before November 1 of each calendar year to review the alleged breaches, if any, and may thereafter schedule subsequent meetings as necessary to conclude its review.

ii. The Board will seek a recommendation from the Analytical Work Group on (1) an Allocation Flow Rate, if any, and/or (2) concurrence with the remedy tentatively negotiated between Customer and the Board, if any. Customer and the Board shall have the right to present any information related to the alleged breach a Party deems necessary to the deliberations.

iii. Any recommendation submitted by the Analytical Work Group shall be received by the Board on or before December 1 of each calendar year.

5.04 Remedy for Non-Compliance with Maximum Flow Rate. The Board has no obligation to supply to Customer more than the Maximum Flow Rate. If Customer exceeds its Maximum Flow Rate on the DWSD Maximum Day or during the DWSD Peak Hour, the Board and Customer may, as needed, take one or more of the following actions set forth in this Section 5.04. The applicability of any particular action shall be evaluated by the Board on a case-by-case basis.

A. The Board may require that Customer take all reasonable steps to reduce its consumption to the Maximum Flow Rate. Such steps may include water conservation measures, outdoor water use restrictions, water loss studies and remediation, and an internal system operation evaluation.

B. The Parties may meet to negotiate a new Maximum Flow Rate. If so negotiated, Customer shall pay the rate associated with the new Maximum Flow Rate in the subsequent rate year.

C. For ratemaking and cost allocation purposes only, the Board may recalculate Customer's rate for the current and/or subsequent fiscal years utilizing a revised cost allocation formula as follows:

i. The Board shall, as set forth below, establish an Allocation Flow Rate to replace the contractual Maximum Flow Rate in the rate calculation process.

ii. The Allocation Flow Rate shall be applied from no earlier than the first exceedance date forward.

iii. The Allocation Flow Rate will be at least equal to the flow rate demonstrated by Customer on the DWSD Maximum Day, and may be higher than the actual flow rate demonstrated by Customer.

iv. Pursuant to Section 5.03(C), if the Board receives a recommendation on the Allocation Flow Rate to be applied from the Analytical Work Group and the recommendation is higher than twice the amount by which the demonstrated flow rate exceeded the original Maximum Flow Rate, then the Board shall be limited to establishing an Allocation Flow Rate that is at least equal to the

flow rate demonstrated by Customer on the DWSD Maximum Day and no higher than the recommendation provided by the Analytical Work Group.

v. If no recommendation on the Allocation Flow Rate to be applied is received by the Board, or if the Board receives a recommendation and the recommendation is less than twice the amount by which the demonstrated flow rate exceeded the original Maximum Flow Rate, then the Board shall be limited to establishing an Allocation Flow Rate that is at least equal to the flow rate demonstrated by Customer on the DWSD Maximum Day and no higher than twice the amount by which the demonstrated flow rate exceeded the original Maximum Flow Rate.

vi. The Allocation Flow Rate will continue to be applied to each subsequent year's rate calculation process until the Maximum Flow Rate is renegotiated.

vii. If a rate has been approved for the subsequent fiscal year (July 1st to June 30th) but the rate has not yet been applied, the Board may modify Customer's rate for that subsequent fiscal year to account for an exceedance of its Maximum Flow Rate.

viii. If the Board has built capital facilities based upon Customer's negotiated Maximum Flow Rate and Customer consistently exceeds its Maximum Flow Rate, then the Board may re-calculate the amount of Customer's percentage of the capital cost of such facilities

5.05 Procedure for Non-Compliance with Maximum Flow Rate. In addition to the remedies specified in Section 5.04, if Customer has failed in its obligations under Section 5.03, the Parties shall meet to discuss the reasons for the non-compliance and if agreed necessary, develop a mutually agreeable written corrective action plan by December 31 of the year in which the non-compliance occurred, or as otherwise agreed. Any corrective action plan required under this Section 5.05 shall include a timetable for resolution of the non-compliance issue(s).

A. If the Parties determine that a corrective action plan is not required and an incident of non-compliance occurs in the subsequent calendar year, the Parties shall meet to develop a mutually agreeable written corrective action plan by December 31 of the year in which the non-compliance occurred, or as otherwise agreed.

B. In the event the reason for Customer's non-compliance under Section 5.03 is due to a Customer water main break, fire or meter calibration performed by DWSD, these events will be taken into consideration in determining (1) whether a corrective action plan is warranted and (2) the extent to which, if any, the steps specified in Section 5.04 should apply.

5.06 Minimum Annual Volume. Customer shall purchase from the Board not less than the Minimum Annual Volume of water specified in Exhibit B. If Customer's Annual Volume is less than the Minimum Annual Volume, Customer shall pay to the Board an amount computed by applying the current rate to the Minimum Annual Volume less any amounts already billed to the Customer by the Board.

5.07 Periodic Review. For Customer and System planning purposes and, with regard to the Minimum Annual Volume, enforcement of the provisions of Article 3, a Maximum Flow Rate, Pressure Range, Projected Annual Volume and Minimum Annual Volume shall be established by mutual agreement for the Contract Term. A contractually binding Maximum Flow Rate, Pressure Range, Projected Annual Volume and Minimum Annual Volume shall be established by mutual agreement for first two years of the Contract Term. Not later than the second year of the Contract Term, the Board and Customer shall negotiate a contractually binding Maximum Flow Rate, Pressure Range, Projected Annual Volume and Minimum Annual Volume for the succeeding three years of the Contract Term. Not later than the fifth year of the Contract Term, and every five years thereafter, the Board and Customer shall negotiate a contractually binding Maximum Flow Rate, Pressure Range, Projected Annual Volume and Minimum Annual Volume for the succeeding five years of the Contract Term. If the Parties do not negotiate new or revised Maximum Flow Rates, Pressure Ranges, Projected Annual Volumes and Minimum Annual Volumes according to the aforementioned schedule, then the figures established for planning purposes (as shown in italicized type in Exhibit B) shall become contractually binding for the then-current three or five year term.

5.08 Remedy for Excessive Rate(s) of Flow Causing Pressure Problem(s). Customer acknowledges that Customer's rates of flow may cause and/or contribute to the Board's inability to meet its Pressure Range agreements with Customer and/or the Board's other customers (hereinafter, "Pressure Problem"). The Board may review or monitor Customer's daily rates of flow if a Pressure Problem occurs and the Board's Pressure Range agreement with Customer and/or another customer of the Board is alleged to have been breached. The approximate rate of flow by individual meter location used to establish the Pressure Range and Maximum Flow Rate is specified in Exhibit B. If a Pressure Problem occurs, the Parties shall meet to discuss the reasons for the Pressure Problem and develop and implement a mutually agreeable written corrective action plan within sixty calendar days of the Pressure Problem, or as otherwise agreed. The corrective action plan may require one or both of the following steps:

A. The Board may require that Customer take all reasonable steps to reduce its consumption to the rate of flow established by the Maximum Flow Rate. Such steps may include water conservation measures, outdoor water use restrictions, water loss studies and remediation, and an internal system operation evaluation. In addition, the Board may require that Customer adjust its rate of flow at individual meters, including the establishment of a not-to-exceed flow rate for individual meters.

B. The Parties may meet to negotiate a new Maximum Flow Rate. If so negotiated, Customer shall pay the rate associated with the new Maximum Flow Rate in the subsequent rate year.

If the Parties determine that a corrective action plan is not required and a subsequent Pressure Problem occurs, the Parties shall meet to develop and implement a mutually agreeable written corrective action plan within sixty calendar days of the subsequent Pressure Problem, or as otherwise agreed. Any corrective action plan required under this Section 5.08 shall include a timetable for resolution of the Pressure Problem. In the event the reason for the Pressure Problem is due to a Customer water main break, fire or meter calibration performed by DWSD, these events will be taken into consideration in determining (1) whether a corrective action plan is warranted and (2) the extent to which, if any, the steps specified above in this Section 5.08 should apply.

5.09 Board Costs for Corrective Action Plan. If at any time the Board is required under the terms of this Article 5 to develop and implement a corrective action plan and the plan involves incurring capital costs, the Board will determine whether the costs will be charged as a System cost or whether the cost will be borne by a specific customer or customers. If the Board determines that all or part of the costs should be borne by a specific customer or customers, the Board will seek a recommendation from the Technical Advisory Committee on the assessment of the costs.

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

6. Section 15.02 of the Contract is amended by deleting in its entirety the existing language and substituting the following language in its place:

No amendment to this Contract shall be effective and binding upon the Parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both Parties, and is approved by Customer's governing body and the Board.

7. Section 21.01 of the Contract is amended by deleting in its entirety the existing language and substituting the following language in its place:

The Board shall have the right to review and approve Customer's construction plans for Meter Facilities at new Water Distribution Points, water mains sized twenty-four inches and larger, pump stations, reservoirs, water towers, and any other construction that will cross, or be within close proximity to, or have influence upon the Board's infrastructure. The Board's approval of construction plans shall be timely and shall not be unreasonably withheld.

8. Section 22.01 of the Contract is amended by deleting in its entirety the existing language and substituting the following language in its place:

> Prior to Customer's operation of any new or existing water storage facility, Customer shall seek the Board's written approval of the filling schedule ("Filling Schedule") of the storage facility. The Board may periodically require Customer to change or adjust a previously approved Filling Schedule. The Parties shall collaborate on devising a mutually beneficial Filling Schedule. If the Parties are unable to agree upon a Filling Schedule, the Board's determination of a Filling Schedule shall be final. All Filling Schedules shall be for a period of six consecutive hours. Customer shall at all times abide by the then-current Board approved Filling Schedule. The Board shall act promptly in approving Filling Schedule requests. Nothing in this Article 22 shall prevent Customer from operating its storage facility at any time, provided that any storage operation that falls outside of the approved Filling Schedule shall not be exempt from the terms of Article 5 herein.

9. Exhibit A of the Contract is amended by deleting in its entirety the existing First Amended Exhibit A and substituting the attached Second Amended Exhibit A in its place.

10. Exhibit B of the Contract is amended by deleting in its entirety the existing First Amended Exhibit B and substituting the attached Second Amended Exhibit B in its place.

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

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

(*Signatures appear on next page*)

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

City of Troy:

By: _____
Dane Slater
Its: Mayor

By: _____
Aileen Bittner
Its: City Clerk

City of Detroit:

By: _____
Sue F. McCormick
Its: Director, Water and Sewerage Department

APPROVED BY
TROY CITY COUNCIL ON:

December 17, 2012
Date

APPROVED BY DETROIT
BOARD OF WATER COMMISSIONERS ON:

FEB 2 7 2013
Date

SECOND AMENDED EXHIBIT A

Customer's Water Distribution Points

This Exhibit contains the following information:

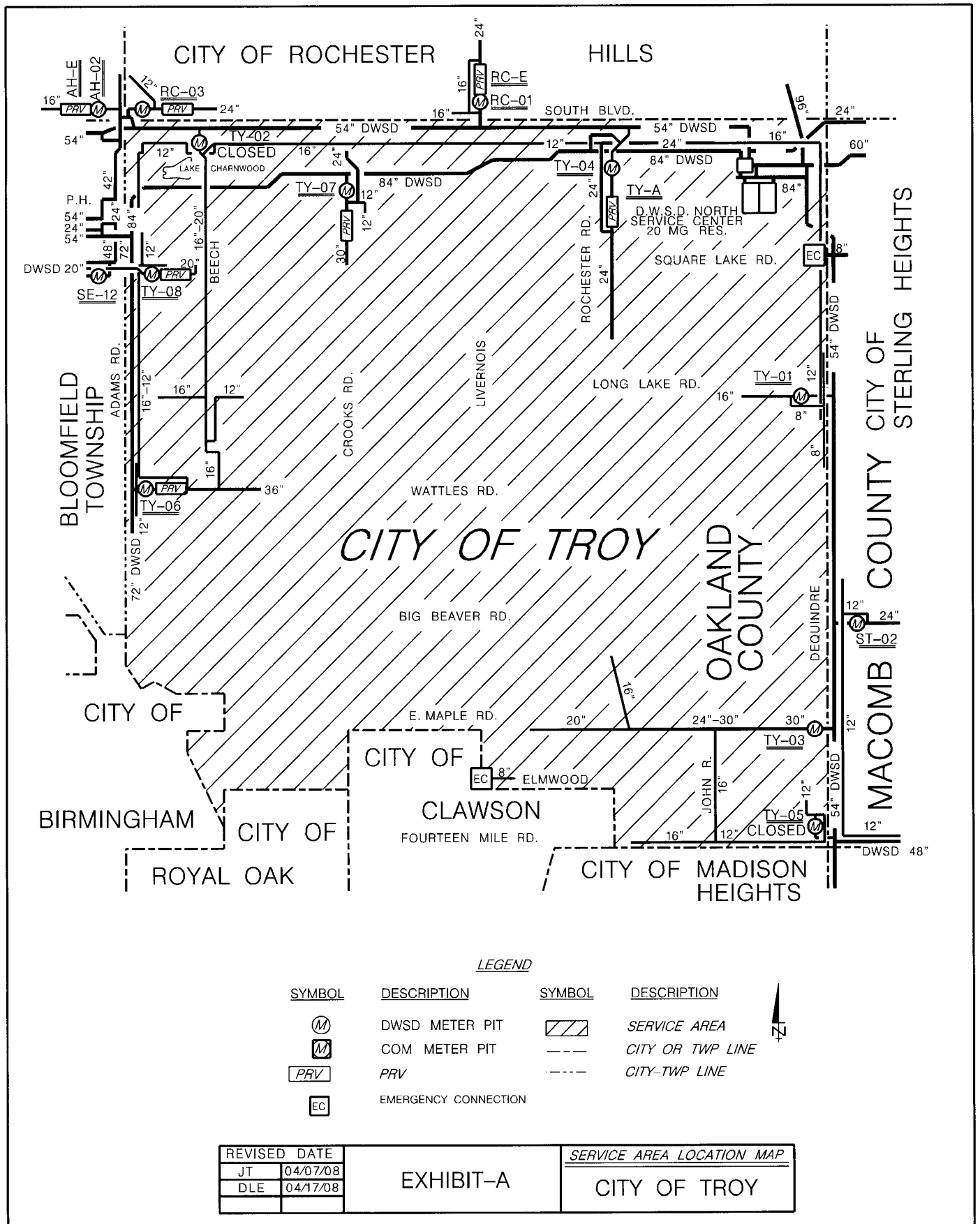
1. The corporate limits of Customer;

2. The agreed upon water Service Area of Customer which (a) may or may not be entirely within the corporate limits of Customer and (b) which may or may not include the entire area within the Customer's corporate limits;

3. The specific location of the Water Distribution Points, including any Board approved emergency connections;

4. The designation of appurtenances to be maintained by Customer and those to be maintained by the Board; and

5. A list of any closed meter locations.



LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
(M)	DWSD METER PIT		*SERVICE AREA*
[M]	COM METER PIT	———	*CITY OR TWP LINE*
PRV	*PRV*	·—·—·	*CITY-TWP LINE*
EC	EMERGENCY CONNECTION		

REVISED	DATE	EXHIBIT-A	*SERVICE AREA LOCATION MAP*
JT	04/07/08		CITY OF TROY
DLE	04/17/08		

EXHIBIT A

City of Troy Emergency Connections:

Connection to Clawson (SOCWA)
8" GV&W – at the intersection of Main and Elmwood

Connection to Sterling Heights
8" GV&W – across from Beaumont Hospital at 44201 Dequindre Road

City of Troy Water Customers Outside of Corporate Limits:

3300 W. South Blvd., Rochester Hills

3061 Adams Rd., Bloomfield Twp.

6001 Adams Rd., Bloomfield Twp.

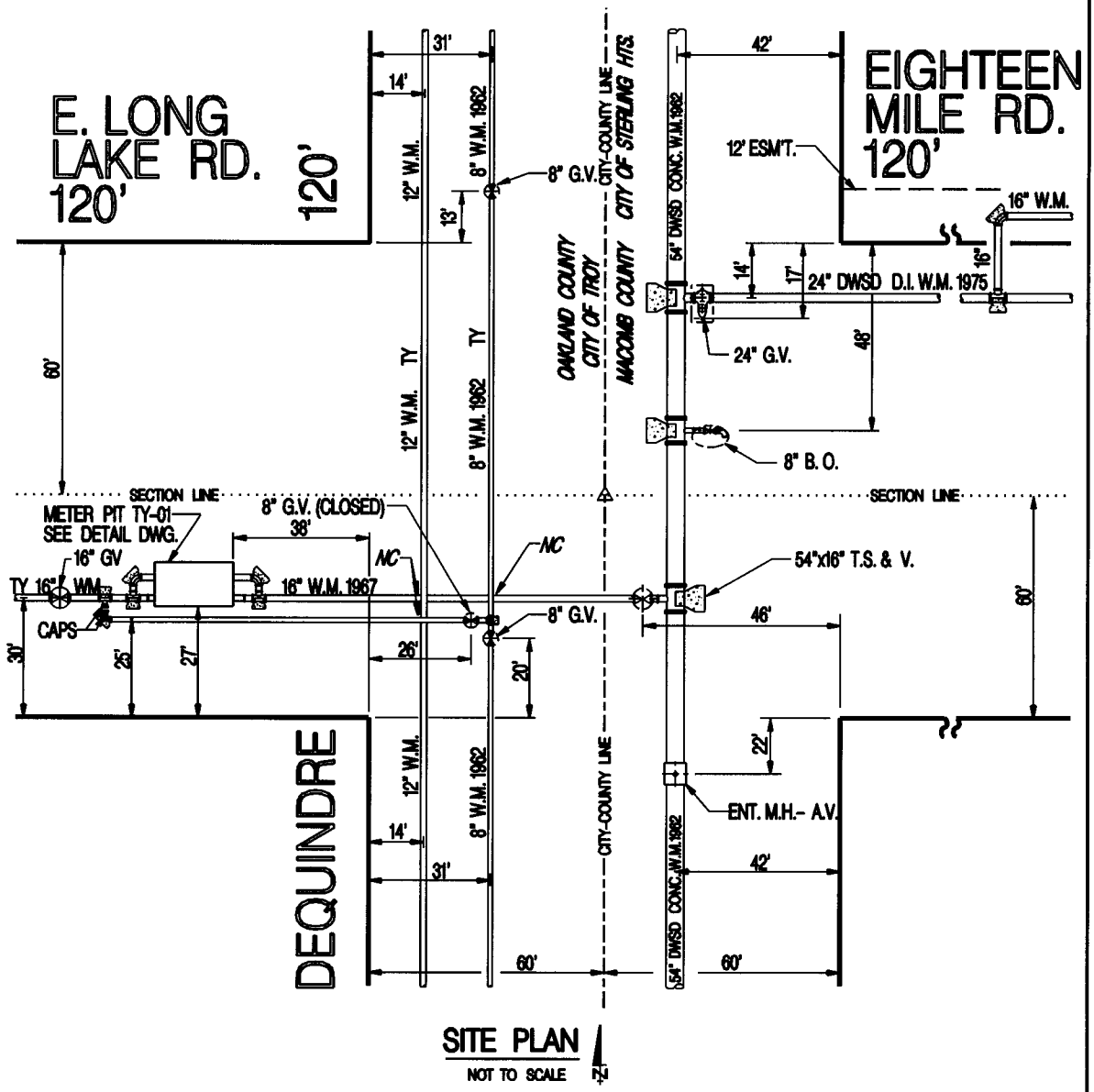
City of Troy Master Meters Not In Service:

TY-02
TY-05

EXHIBIT A TY-01

DEQUINDRE & LONG LAKE RD.

CITY OF TROY



SITE PLAN

NOT TO SCALE

TY - CITY OF TROY
OWNERSHIP & MAINTENANCE

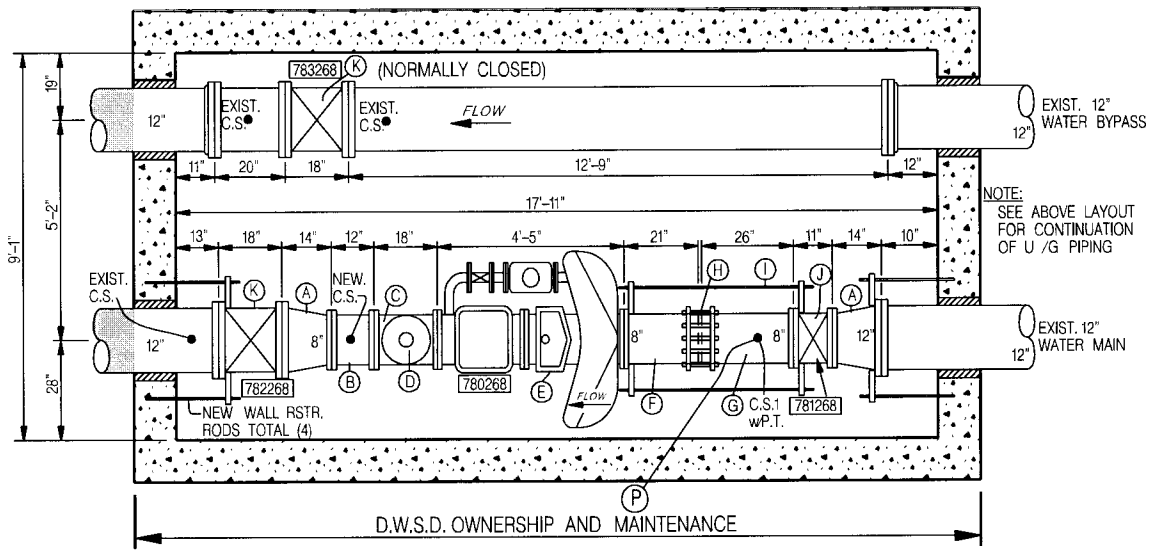
LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

TY 01

EXHIBIT A TY-01

DEQUINDRE & LONG LAKE RD.

CITY OF TROY



METER PIT DETAIL
NOT TO SCALE

CITY OF TROY OWNERSHIP & MAINTENANCE

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

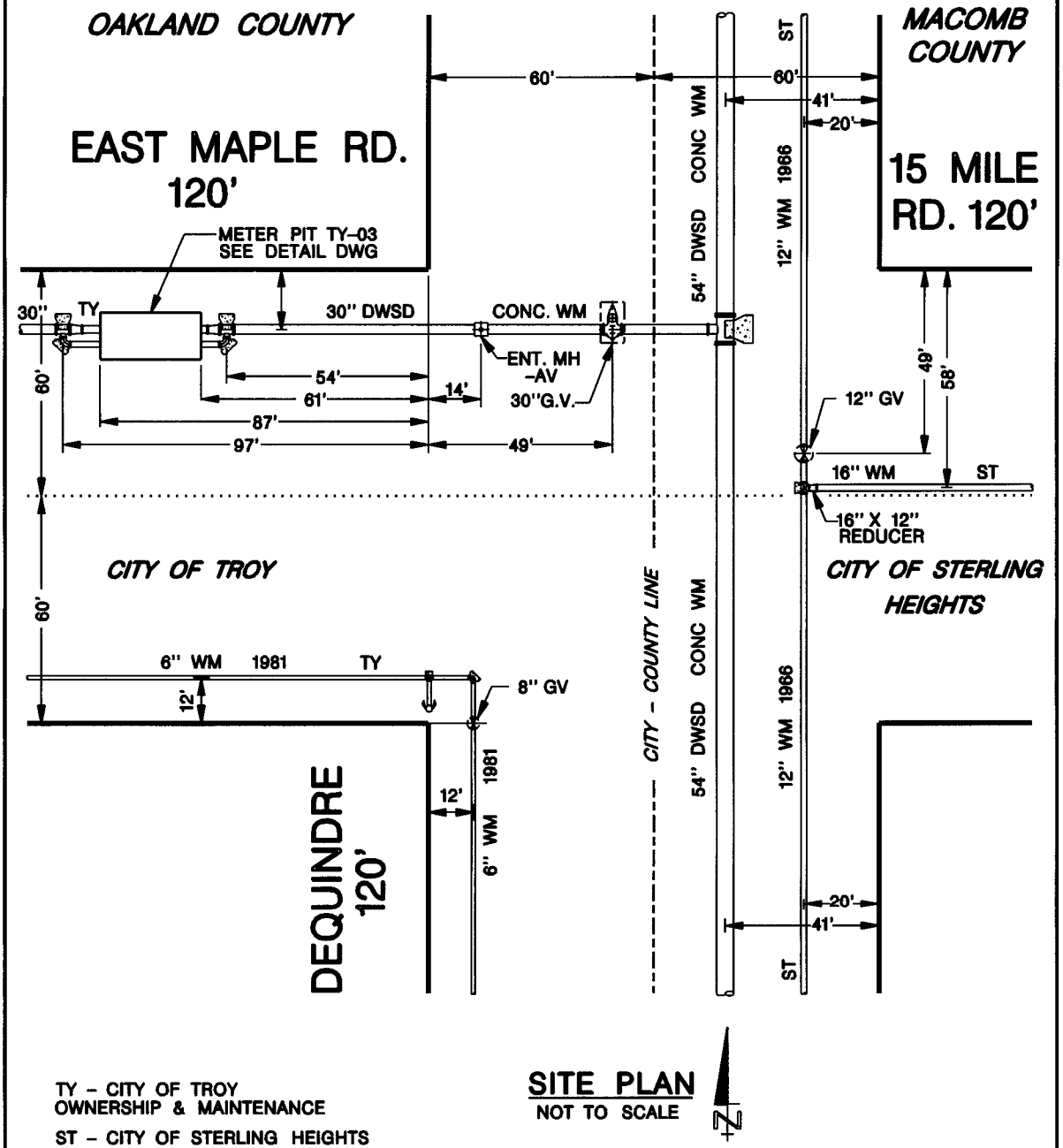
TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 TO 2
MAG	0
TURBINE	4 - 6

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

ADDRESS_____40999 DEQUINDRE
FEED TO_____CITY OF TROY
FEED FROM_____54" D.W.S.D. TRANS. MAIN
TYPE OF METER_____SENSUS TURBO
SIZE OF METER_____8"x2"
METER NUMBER_____8")1413582 & 2")1565827
DATE METER SET_____5 /4 /2001
METER PIT CONST & SIZE___18'-0" x 9'-1" REINF. CONCRETE
SECTION MAP_____20-Y
REMARKS_____NONE
GATE BOOK_____N-1073
DRAWN BY_____NICHOLS 2 /14 /08

TY 01

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



TY – CITY OF TROY
OWNERSHIP & MAINTENANCE

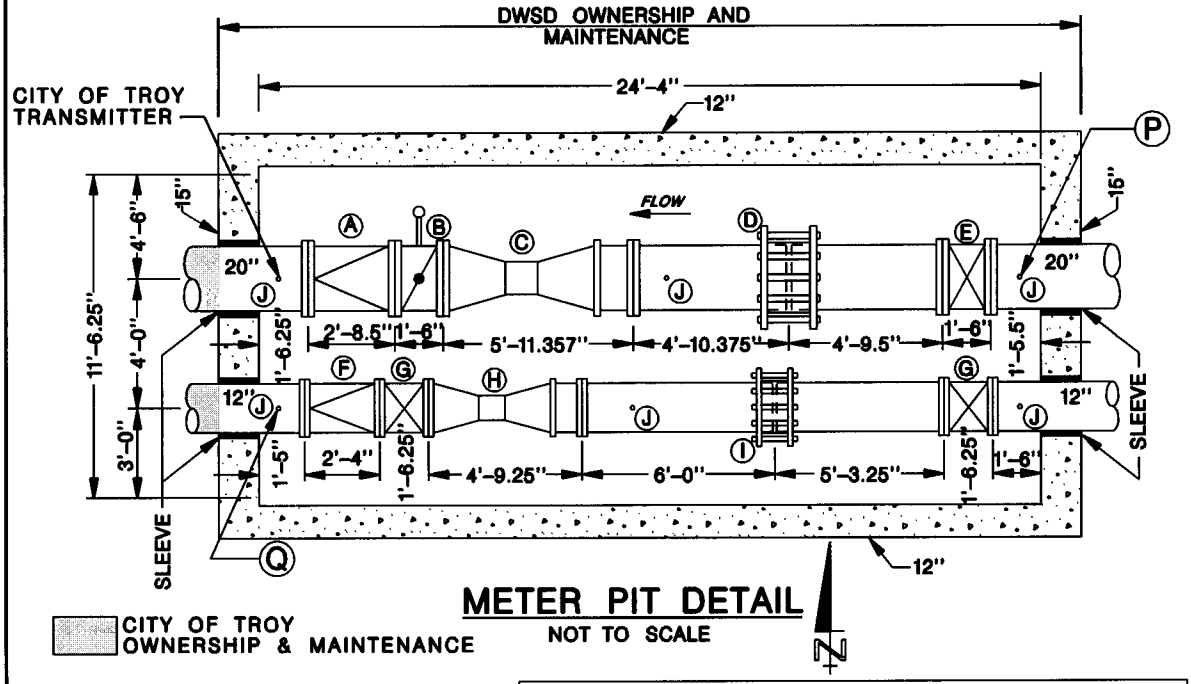
ST – CITY OF STERLING HEIGHTS
OWNERSHIP & MAINTENANCE

SITE PLAN
NOT TO SCALE

LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

TY 03

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



METER PIT DETAIL
NOT TO SCALE

CITY OF TROY OWNERSHIP & MAINTENANCE

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

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

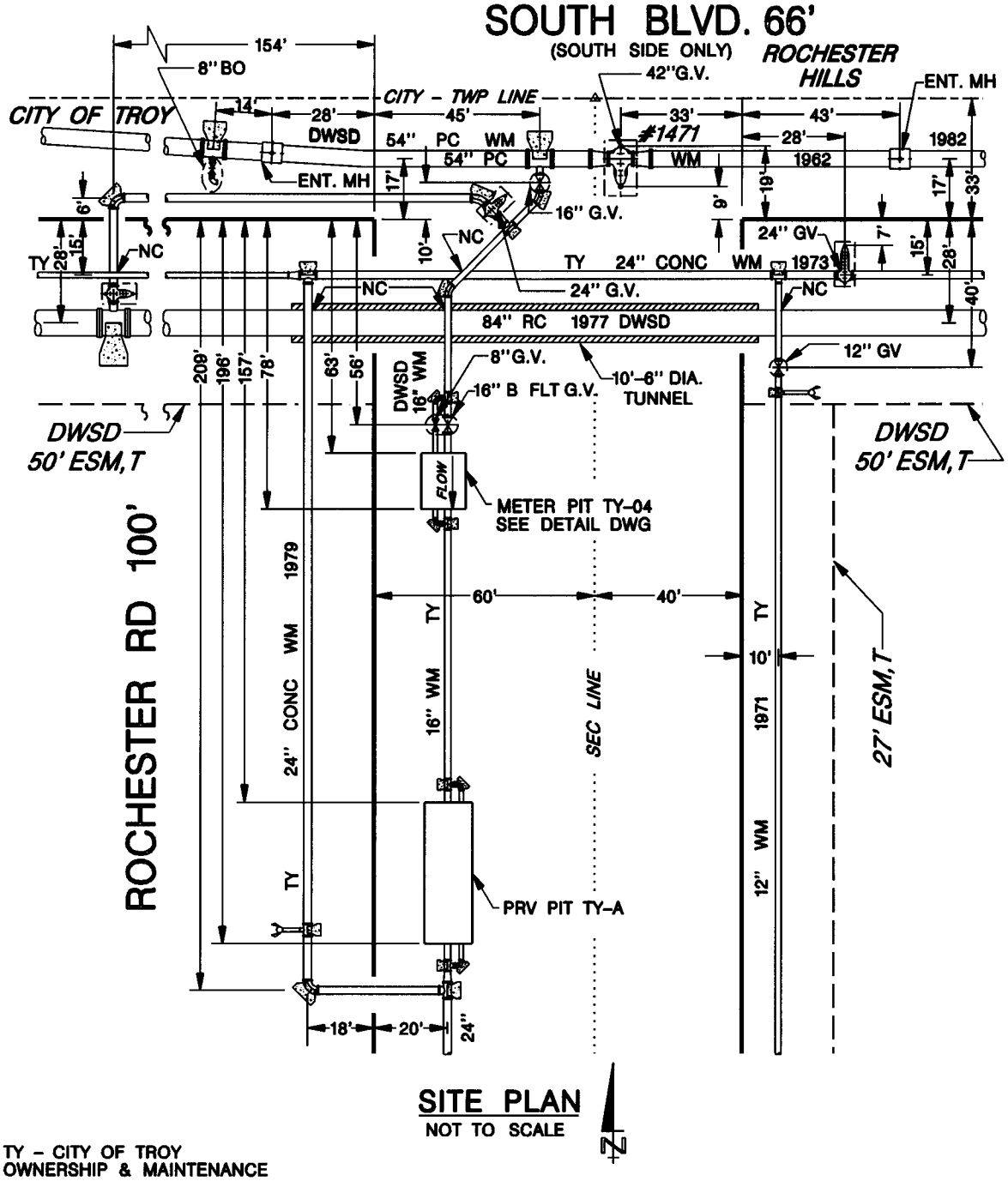
(Q)-DOWNSTREAM PRESSURE TRANSMITTER, D.W.S.D. OWNERSHIP & MAINTENANCE

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

ADDRESS_____2971 E. MAPLE
FEED TO_____CITY OF TROY
FEED FROM_____54" DWSD TRANS. MAIN
TYPE OF METER_____B.I.F. VENTURI TUBES (2)
SIZE OF METER_____20" X 14.046" 12" 6.773"
METER NUMBER_____12"-55424-1 20"-55424-2
DATE METER SET_____12/7/1966
METER PIT CONST & SIZE____24'-4" x 11'-6.25" ID REINF. CONC
SECTION MAP_____20-Y
GATE BOOK_____E-1064
FIELD BOOK_____1967-MP-32-35
DRAWN BY_____A.D. BOLTON 2/14/08
REMARKS_____

TY 03

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



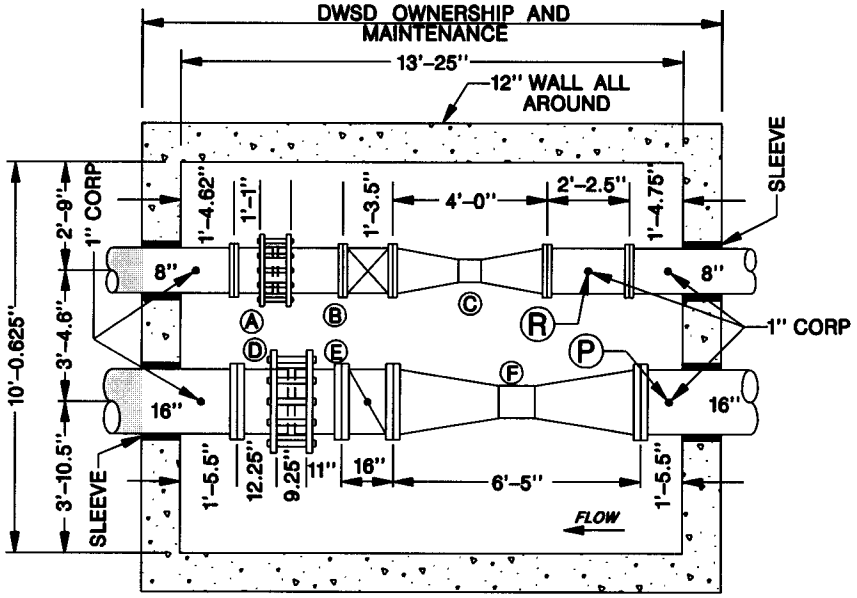
SITE PLAN
NOT TO SCALE

TY – CITY OF TROY
OWNERSHIP & MAINTENANCE

LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

TY 04

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



CITY OF TROY OWNERSHIP & MAINTENANCE

METER PIT DETAIL
NOT TO SCALE

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

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

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

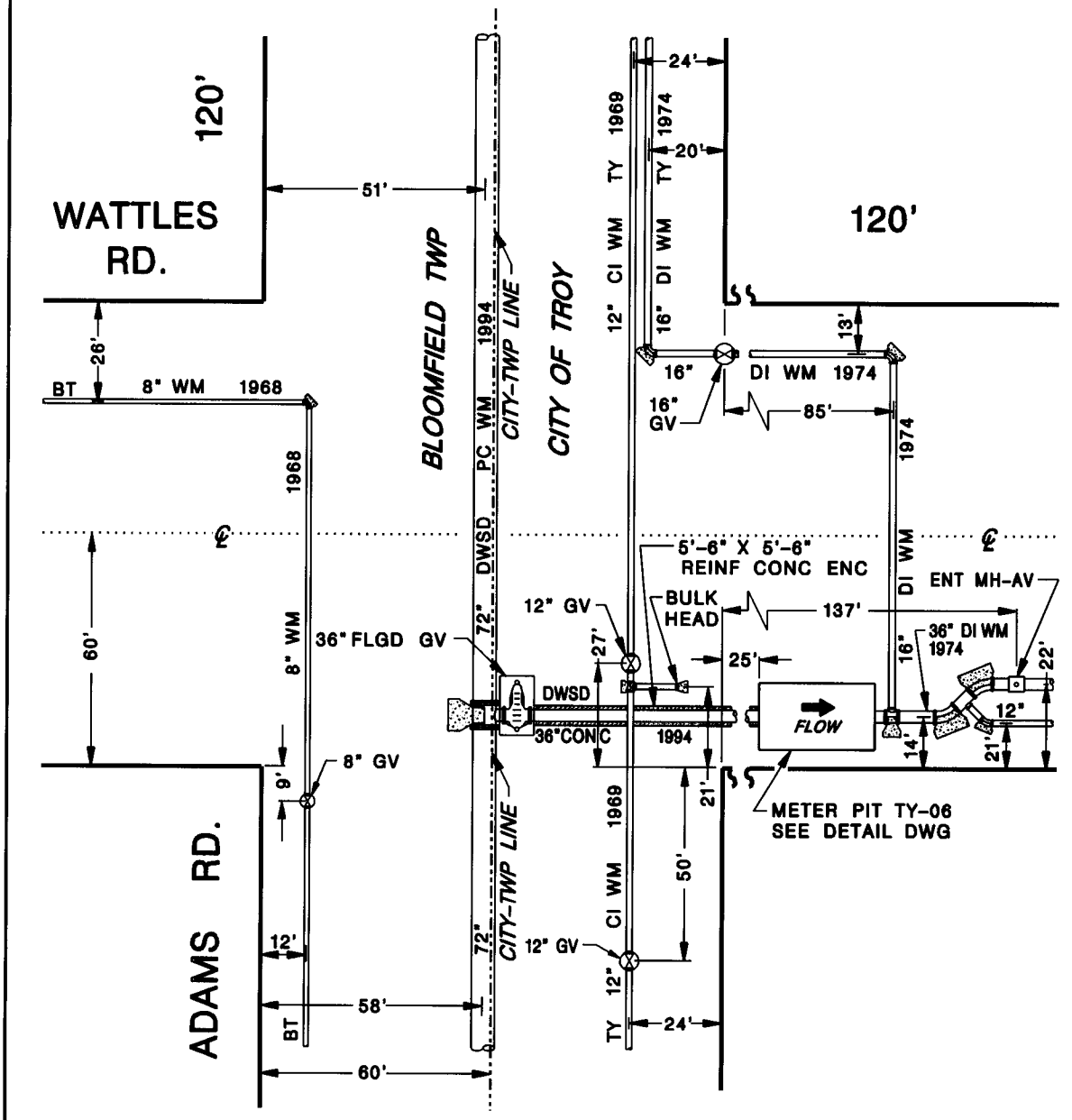
LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
A	1	DRESSER COUPLING	8"
B	1	GATE VALVE (CCW) 785271	8"
C	1	B.I.F. VENTURI TUBE 783271	8" X 3.494"
D	1	DRESSER COUPLING	16"
E	1	B.FLY VALVE HYD. OPER. 782271	16"
F	1	B.I.F. VENTURI TUBE 780271	16" X 9.142"

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

TY 04

EXHIBIT A TY-06

ADAMS AND WATTLES
CITY OF TROY



TY – CITY OF TROY
OWNERSHIP & MAINTENANCE

BT – BLOOMFIELD TOWNSHIP
OWNERSHIP & MAINTENANCE

LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

SITE PLAN
N.T.S.

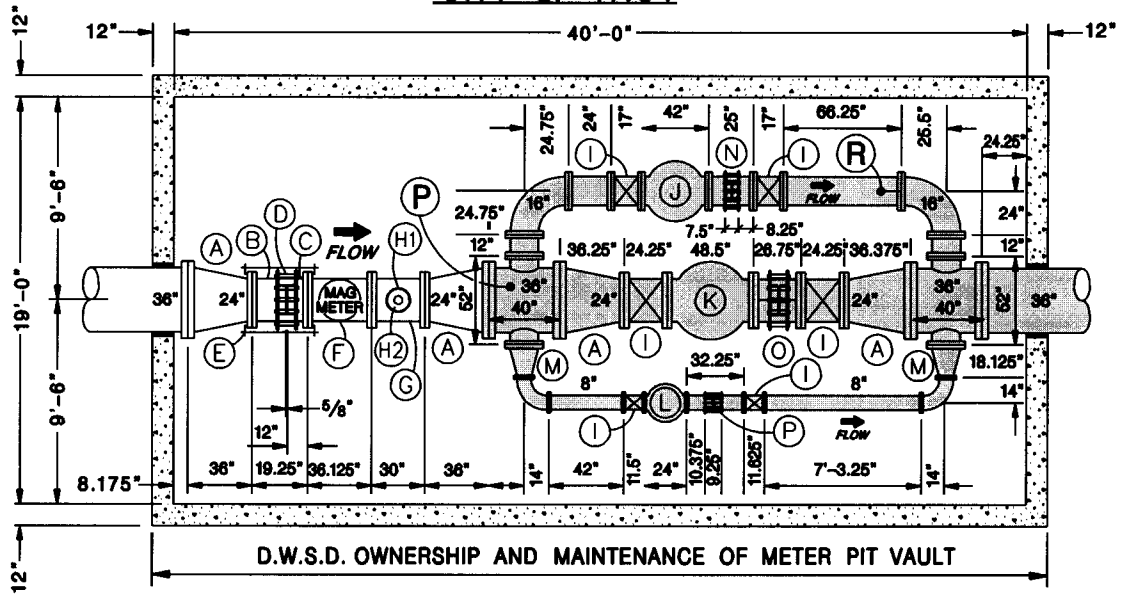
N

TY 06

EXHIBIT A TY-06

ADAMS AND WATTLES

CITY OF TROY



CITY OF TROY OWNERSHIP & MAINTENANCE

(P) UPSTREAM PRESSURE TRANSMITTER, DWSD OWNERSHIP & MAINTENANCE

(R) OTHER PRESSURE TRANSMITTER, DWSD OWNERSHIP & MAINTENANCE

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

METER PIT DETAIL

N.T.S.

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

TAG	QTY.	DESCRIPTION	SIZE
H2	1	TEST TEE ASSEMBLY w/ 3" x 9" O.D. COMPANION FLANGE	-
I	6	GATE VALVE	8", 16", 24"
J	1	16" ROSS P.R.V.	16"
K	1	24' ROSS P.R.V.	24"
L	1	8" ROSS P.R.V.	8"
M	1	8" x 16" REDUCER	8" x 16"
N	1	16" 'DRESSER STYLE' PIPE COUPLING	16"
O	1	24" 'DRESSER STYLE' PIPE COUPLING	24"
P	1	8" 'DRESSER STYLE' PIPE COUPLING	8"

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

TY 06

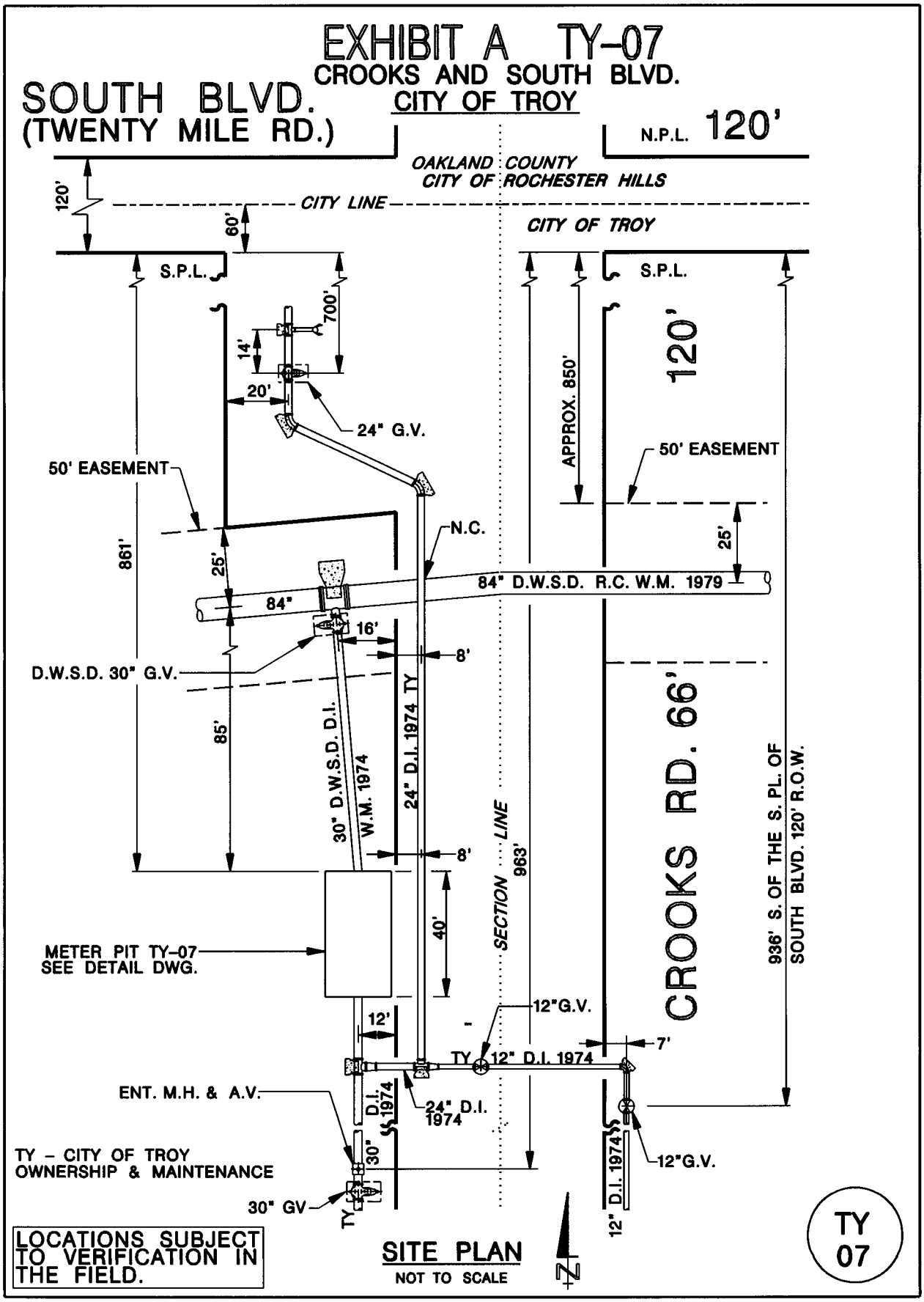
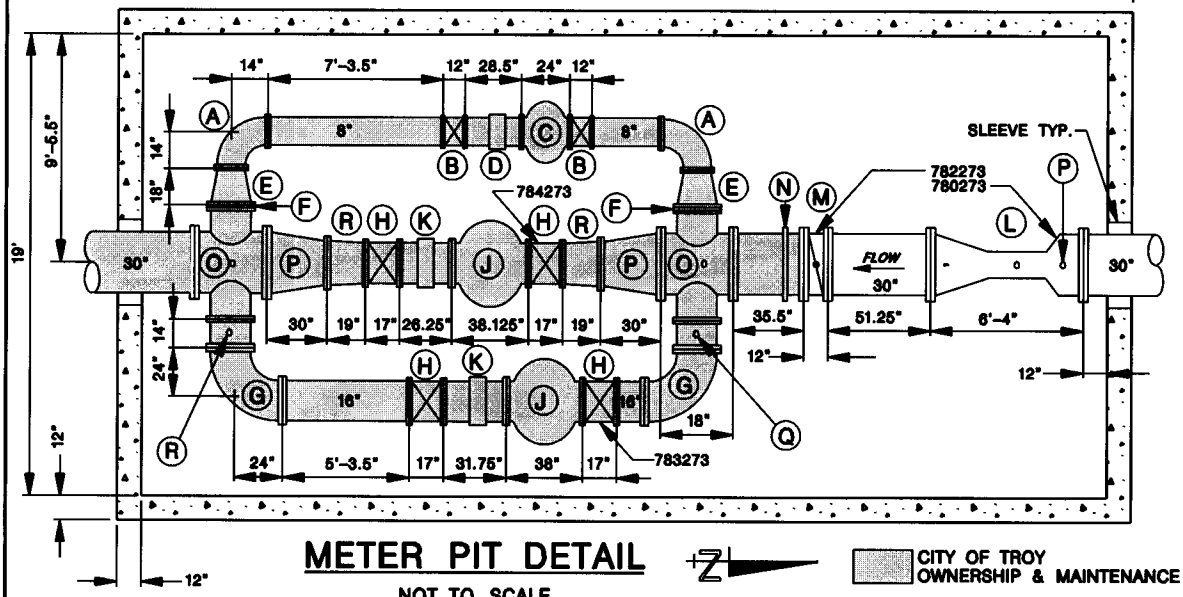


EXHIBIT A TY-07
CROOKS AND SOUTH BLVD.
CITY OF TROY
SOUTH BLVD.
(TWENTY MILE RD.)
N.P.L. 120'
OAKLAND COUNTY
CITY OF ROCHESTER HILLS
CITY LINE
CITY OF TROY
120'
60'
S.P.L.
S.P.L.
700'
14'
20'
24" G.V.
APPROX. 850'
120'
50' EASEMENT
50' EASEMENT
N.C.
861'
26'
25'
84" D.W.S.D. R.C. W.M. 1979
84"
16'
8'
D.W.S.D. 30" G.V.
85'
30" D.W.S.D. D.I. W.M. 1974
24" D.I. 1974 TY
8'
963'
SECTION LINE
CROOKS RD. 66'
936' S. OF THE S. PL. OF SOUTH BLVD. 120' R.O.W.
40'
METER PIT TY-07
SEE DETAIL DWG.
12"G.V.
12'
7'
TY 12" D.I. 1974
ENT. M.H. & A.V.
D.I. 1974
24" D.I. 1974
TY - CITY OF TROY
OWNERSHIP & MAINTENANCE
30"
12" D.I. 1974
12"G.V.
30" GV
TY
LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.
SITE PLAN
NOT TO SCALE
N
TY 07

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

D.W.S.D. OWNERSHIP AND MAINTENANCE OF METER PIT VAULT



METER PIT DETAIL

NOT TO SCALE

CITY OF TROY OWNERSHIP & MAINTENANCE

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

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

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

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

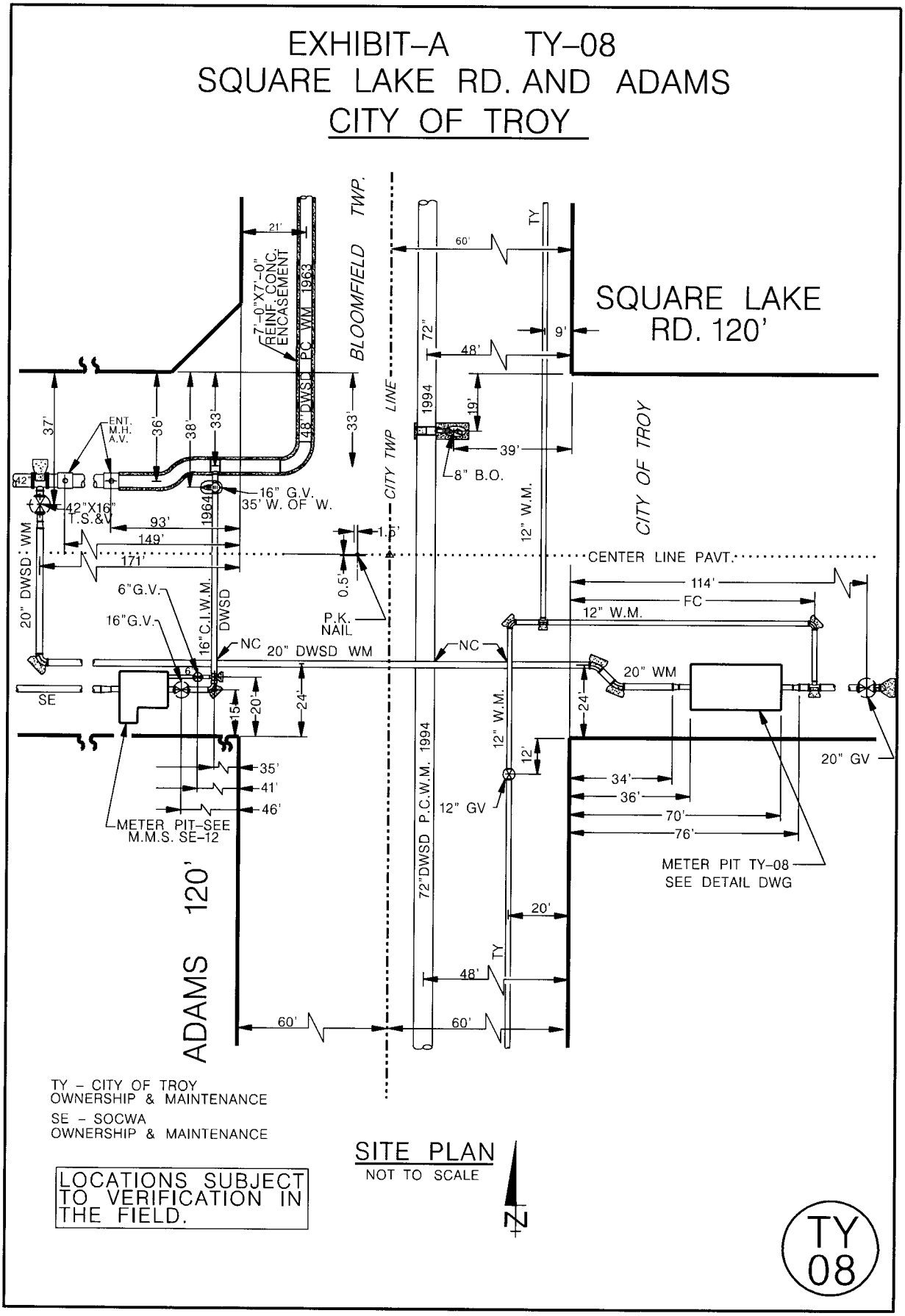
(Q) DOWNSTREAM PRESSURE TRANSMITTER, D.W.S.D. OWNERSHIP & MAINTENANCE

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

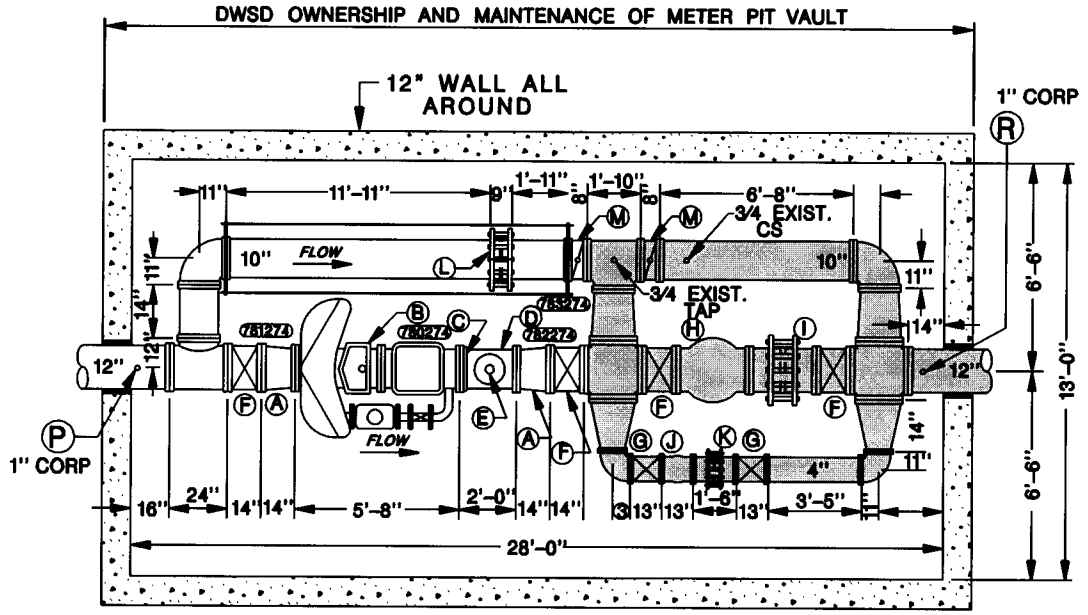
FEED TO ---------- CITY OF TROY
FEED FROM ---------- 84" D.W.S.D. TRANS. MAIN
TYPE OF METER ---------- B.I.F. VENTURI & ORIFICE
SIZE OF METER ---------- V) 30" X 17.4" O) 30"X 5.994"
TYPE OF P.R.V. ---------- 8") ROSS 16") ROSS
SIZE OF P.R.V. ---------- 8" 16" X 2
METER NUMBER ---------- O) 37194-1 V)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

TY 07

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



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



CITY OF TROY OWNERSHIP AND MAINTENANCE

Ⓟ – UPSTREAM PRESSURE TRANSMITTER D.W.S.D. OWNERSHIP & MAINTENANCE

Ⓡ – OTHER PRESSURE TRANSMITTER D.W.S.D. OWNERSHIP & MAINTENANCE

METER PIT DETAIL

NOT TO SCALE

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

LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
A	2	FLGD CONC REDUC DI F–F	12" X 10"
B	1	FIRELINE COMPACT METER W5500	10" X 2"
C	1	MEGALUG FLANGE ADAPTER	10"
D	1	10" X 1'–11.5" F–PE PIPE w/3" TOL DI	10"
E	1	TEST TEE ASSEMBLY w/3" COMP FLANGE	–
F	4	GATE VALVE	12"
G	1	GATE VALVE	4"

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

ADDRESS_____2985 E. SQUARE LAKE ROAD
FEED TO_____CITY OF TROY
FEED FROM_____42" DWSD TRANS MAIN
TYPE OF METER_____FIRELINE COMPACT METER W5500
SIZE OF METER_____10" X 2"
METER NUMBER_____10") 1565968 & 2") 1566097
DATE METER SET_____8/18/1999
TYPE OF PRV_____ROSS & GOLDEN ANDERSON
SIZE OF PRV_____12" 4"
METER PIT CONST & SIZE___28'–0" X 13'–0" ID REINF CONC
SECTION MAP_____13–3
GATE BOOK_____N–1127
FIELD BOOK_____
DRAWN BY_____A.D. BOLTON 03/28/2008
REMARKS_____

TY 08

SECOND AMENDED EXHIBIT B

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

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

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

SECOND AMENDED EXHIBIT B

Table 1
Projected Annual Volume and Minimum Annual Volume

Fiscal Year Ending June 30	Projected Annual Volume (Mcf)	Minimum Annual Volume (Mcf)
2009	**630,000**	**315,000**
2010	**630,000**	**315,000**
2011	**576,000**	**288,000**
2012	**576,000**	**288,000**
2013	**576,000**	**288,000**
2014	**530,000**	**265,000**
2015	**543,000**	**271,500**
2016	**556,000**	**278,000**
2017	**569,000**	**284,500**
2018	**580,000**	**290,000**
2019	*580,000*	*290,000*
2020	*580,000*	*290,000*
2021	*580,000*	*290,000*
2022	*580,000*	*290,000*
2023	*580,000*	*290,000*
2024	*580,000*	*290,000*
2025	*580,000*	*290,000*
2026	*580,000*	*290,000*
2027	*580,000*	*290,000*
2028	*580,000*	*290,000*
2029	*580,000*	*290,000*
2030	*580,000*	*290,000*
2031	*580,000*	*290,000*
2032	*580,000*	*290,000*
2033	*580,000*	*290,000*
2034	*580,000*	*290,000*
2035	*580,000*	*290,000*
2036	*580,000*	*290,000*
2037	*580,000*	*290,000*
2038	*580,000*	*290,000*

SECOND AMENDED EXHIBIT B

Table 2
Pressure Range and Maximum Flow Rate

Calendar Year	Pressure Range (psi) Meter TY-01		Pressure Range (psi) Meter TY-03		Pressure Range (psi) Meter TY-04		Pressure Range (psi) Meter TY-06		Pressure Range (psi) Meter TY-07		Pressure Range (psi) Meter TY-08	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
2008	**35**	**74**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2009	**35**	**74**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2010	**35**	**74**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2011	**35**	**74**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2012	**35**	**74**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2013	**50**	**75**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2014	**50**	**75**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2015	**50**	**75**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2016	**50**	**75**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2017	**50**	**75**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2018	*50*	*75*	*51*	*77*	*114*	*149*	*87*	*111*	*72*	*96*	*104*	*134*
2019	*50*	*75*	*51*	*77*	*114*	*149*	*87*	*111*	*72*	*96*	*104*	*134*
2020	*50*	*75*	*51*	*77*	*114*	*149*	*87*	*111*	*72*	*96*	*104*	*134*
2021	*50*	*75*	*51*	*77*	*114*	*149*	*87*	*111*	*72*	*96*	*104*	*134*
2022	*50*	*75*	*51*	*77*	*114*	*149*	*87*	*111*	*72*	*96*	*104*	*134*
2023	*60*	*80*	*65*	*82*	*114*	*149*	*87*	*111*	*80*	*96*	*104*	*134*
2024	*60*	*80*	*65*	*82*	*114*	*149*	*87*	*111*	*80*	*96*	*104*	*134*
2025	*60*	*80*	*65*	*82*	*114*	*149*	*87*	*111*	*80*	*96*	*104*	*134*
2026	*60*	*80*	*65*	*82*	*114*	*149*	*87*	*111*	*80*	*96*	*104*	*134*
2027	*60*	*80*	*65*	*82*	*114*	*149*	*87*	*111*	*80*	*96*	*104*	*134*
2028	*60*	*80*	*65*	*82*	*114*	*149*	*87*	*111*	*80*	*96*	*104*	*134*
2029	*60*	*80*	*65*	*82*	*114*	*149*	*87*	*111*	*80*	*96*	*104*	*134*
2030	*60*	*80*	*65*	*82*	*114*	*149*	*87*	*111*	*80*	*96*	*104*	*134*
2031	*60*	*80*	*65*	*82*	*114*	*149*	*87*	*111*	*80*	*96*	*104*	*134*
2032	*60*	*80*	*65*	*82*	*114*	*149*	*87*	*111*	*80*	*96*	*104*	*134*
2033	*60*	*80*	*65*	*82*	*114*	*149*	*87*	*111*	*80*	*96*	*104*	*134*
2034	*60*	*80*	*65*	*82*	*114*	*149*	*87*	*111*	*80*	*96*	*104*	*134*
2035	*60*	*80*	*65*	*82*	*114*	*149*	*87*	*111*	*80*	*96*	*104*	*134*
2036	*60*	*80*	*65*	*82*	*114*	*149*	*87*	*111*	*80*	*96*	*104*	*134*
2037	*60*	*80*	*65*	*82*	*114*	*149*	*87*	*111*	*80*	*96*	*104*	*134*

SECOND AMENDED EXHIBIT B

Table 2 (continued)
Pressure Range and Maximum Flow Rate

Calendar Year	Maximum Flow Rate (mgd)	
	Max Day	Peak Hour
2008	**35.0**	**55.0**
2009	**35.0**	**55.0**
2010	**28.0**	**38.0**
2011	**28.0**	**38.0**
2012	**28.0**	**38.0**
2013	**28.0**	**39.0**
2014	**28.0**	**39.0**
2015	**29.0**	**39.0**
2016	**29.0**	**40.0**
2017	**29.0**	**40.0**
2018	*29.0*	*40.0*
2019	*29.0*	*40.0*
2020	*29.0*	*40.0*
2021	*29.0*	*40.0*
2022	*29.0*	*40.0*
2023	*29.0*	*40.0*
2024	*29.0*	*40.0*
2025	*29.0*	*40.0*
2026	*29.0*	*40.0*
2027	*29.0*	*40.0*
2028	*29.0*	*40.0*
2029	*29.0*	*40.0*
2030	*29.0*	*40.0*
2031	*29.0*	*40.0*
2032	*29.0*	*40.0*
2033	*29.0*	*40.0*
2034	*29.0*	*40.0*
2035	*29.0*	*40.0*
2036	*29.0*	*40.0*
2037	*29.0*	*40.0*

SECOND AMENDED EXHIBIT B

Table 3
Flow Split Assumptions

Meter	Assumed Flow Split (2013-2017)
TY-01	0 – 3 %
TY-03	0 – 25 %
TY-04	30 – 75 %
TY-06	0 – 25 %
TY-07	20 – 30 %
TY-08	5 – 10 %

Table 4
Addresses for Notice

If to the Board:	**If to Customer:**
Director Detroit Water and Sewerage Department 735 Randolph Street Detroit, Michigan 48226 Attention: General Counsel	City Clerk City of Troy 500 West Big Beaver Troy, Michigan 48084 cc: Director of Public Works

CITY OF TROY
OAKLAND COUNTY, MICHIGAN
RESOLUTION

At a Regular meeting of the Troy City Council held on Monday, December 17, 2012, the following Resolution was passed:

J-8 Scheduled Contract Reopener with Detroit Water and Sewerage Department (Year 5)

Resolution #2012-12-222-J-8
Moved by McGinnis
Seconded by Campbell

WHEREAS, In 2008 the City of Troy and the Detroit Water and Sewerage Department (DWSD) entered into a 30 year contract to provide water to the City of Troy which included a contract reopener in the 5th year to adjust factors used to develop annual water rates and allow opportunity for minor clarifications of contract language; and

WHEREAS, These adjustment factors include pressures, peak hour, max day and annual volumes in which the City of Troy has been able to control successfully through shifting peak hour usage into the exclusionary period of 11PM to 5 AM; and

WHEREAS, The City of Troy continues to educate and invest in community capital improvement projects as required in this contract;

NOW, THEREFORE, BE IT RESOLVED, That the attached amendment to the 30 year contract to provide wholesale water between the City of Troy and the Detroit Water and Sewerage Department is hereby **APPROVED**, as recommended by City Administration, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: All-6
No: None

MOTION CARRIED

I, M. Aileen Bittner, duly appointed City Clerk of the City of Troy; do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Troy City Council at a Regular Meeting duly called and held on Monday, the Seventeenth day of December, 2012.

M. Aileen Bittner

M. Aileen Bittner, CMC
City Clerk

CITY OF DETROIT
WATER AND SEWERAGE DEPARTMENT
BOARD OF WATER COMMISSIONERS

735 RANDOLPH STREET
DETROIT, MICHIGAN 48226-2830
PHONE 313•224•4704
FAX 313•224•6067
WWW.DETROITMI.GOV

Agenda of February 27, 2013

Item No. 13-0048
Amount: Revenue Contract Amendment No. 2

TO: The Honorable
Board of Water Commissioners
City of Detroit, Michigan

FROM: Sue F. McCormick, Director
Water and Sewerage Department

DATE: February 27, 2013

RE: **Proposed Amendment No. 2 to Water Service Contract with the City of Troy**

MOTION: Upon recommendation of Sue F. McCormick, Director, the Board of Water Commissioners authorizes the Director to **execute Amendment No. 2 to the 30-year water service contract with the City of Troy. This Amendment will amend the terms of the existing water service contract between the parties,** and also authorizes the Director to take such other action as may be necessary to accomplish the intent of this vote.

It is therefore requested that the Board of Water Commissioners authorize the Director to enter into this contract amendment.

This recommendation was considered by the Board of Water Commissioners and action taken as noted below.

BOARD OF WATER COMMISSIONERS:

ACTION: APPROVED **DATE:** February 27, 2013

BY: Sue M' Cormick
Sue F. McCormick, Director

AMENDMENT NO. 3 TO WATER SERVICE CONTRACT
BETWEEN
GREAT LAKES WATER AUTHORITY
AND
CITY OF TROY

This Amendment Agreement No. 3 ("Amendment") is made between the Great Lakes Water Authority, a municipal authority and public body corporate ("GLWA"), and City of Troy, a municipal corporation ("Customer"). GLWA and Customer are collectively referred to as the "Parties".

Whereas, the GLWA leases, operates and maintains a public water supply system ("System") owned by the City of Detroit; and

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

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

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

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

1. Exhibit A of the Contract is amended by deleting in its entirety the existing Second Amended Exhibit A and substituting the attached Third Amended Exhibit A in its place.

2. Exhibit B of the Contract is amended by deleting in its entirety the existing Second Amended Exhibit B and substituting the attached Third Amended Exhibit B in its place.

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

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

(*Signatures appear on next page*)

Accordingly, GLWA and Customer, by and through their duly authorized officers and representatives, have executed this Amendment.

City of Troy:

By: Dane Slater
Its: Mayor

By: Aileen Dickson
Its: City Clerk

APPROVED BY
TROY CITY COUNCIL ON:

_____
Date

Great Lakes Water Authority:

By: Sue F. McCormick
Chief Executive Officer

APPROVED BY
GLWA BOARD OF DIRECTORS ON:

_____
Date

APPROVED AS TO FORM BY
GLWA GENERAL COUNSEL ON:

_____
General Counsel Date

THIRD AMENDED EXHIBIT A

Customer's Water Distribution Points

This Exhibit contains the following information:

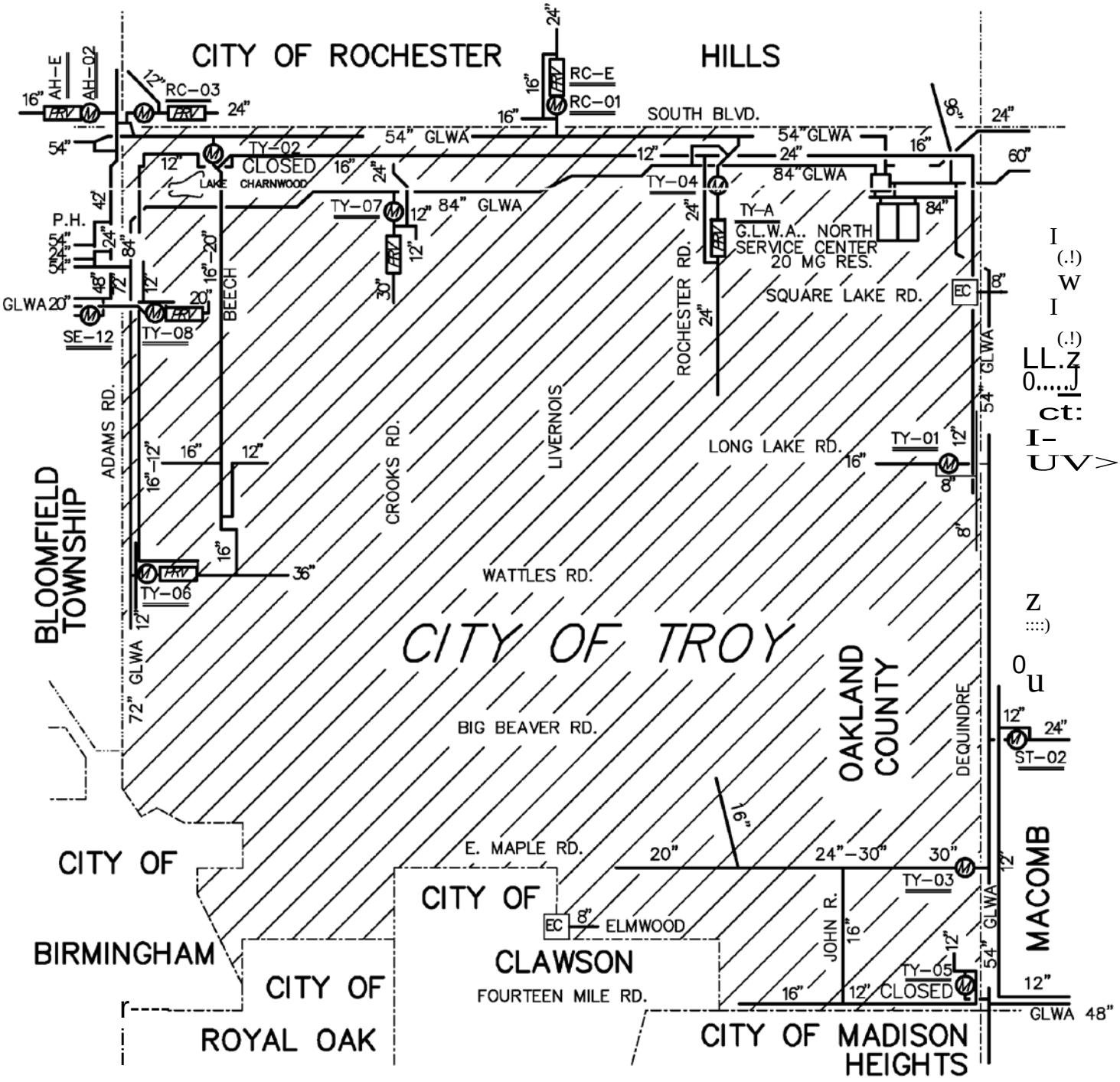
1. The corporate limits of Customer;

2. The agreed upon water Service Area of Customer which (a) may or may not be entirely within the corporate limits of Customer and (b) which may or may not include the entire area within the Customer's corporate limits;

3. The specific location of the Water Distribution Points, including any Board approved emergency connections;

4. The designation of appurtenances to be maintained by Customer and those to be maintained by the Board; and

5. A list of any closed meter locations.



SYMBOL	pESCBIPJION	SYMBOL	DESCRIPTION
M	GLWA METER PIT		*SERVICE AREA*
M	COM METER PIT		*CITY OR TWP LINE*
PRV	PRV		*CITY–TWP LINE*
EC	EMERGENCY CONNECTION		

REVISED DATE	
JT	04/07/08
DLE	04/17/08
GLWA	10/20/17

EXHIBIT-A

SERVICE AREA LOCATION MAP

CITY OF TROY

EXHIBIT A

City of Troy Emergency Connections:

Connection to Clawson (SOCWA)
16” GV&W at the intersection of Main and Elmwood

Connection to Sterling Heights
8” GV&W across from Beaumont Hospital at 44201 Dequindre Road

Connection to City of Madison Heights
12" GV at 1200 E. 14 Mile Rd
8" GV at NB Stephenson and W. 14 Mile Rd

City of Troy Water Customers Outside of Corporate Limits:

3300 W. South Blvd., Rochester Hills

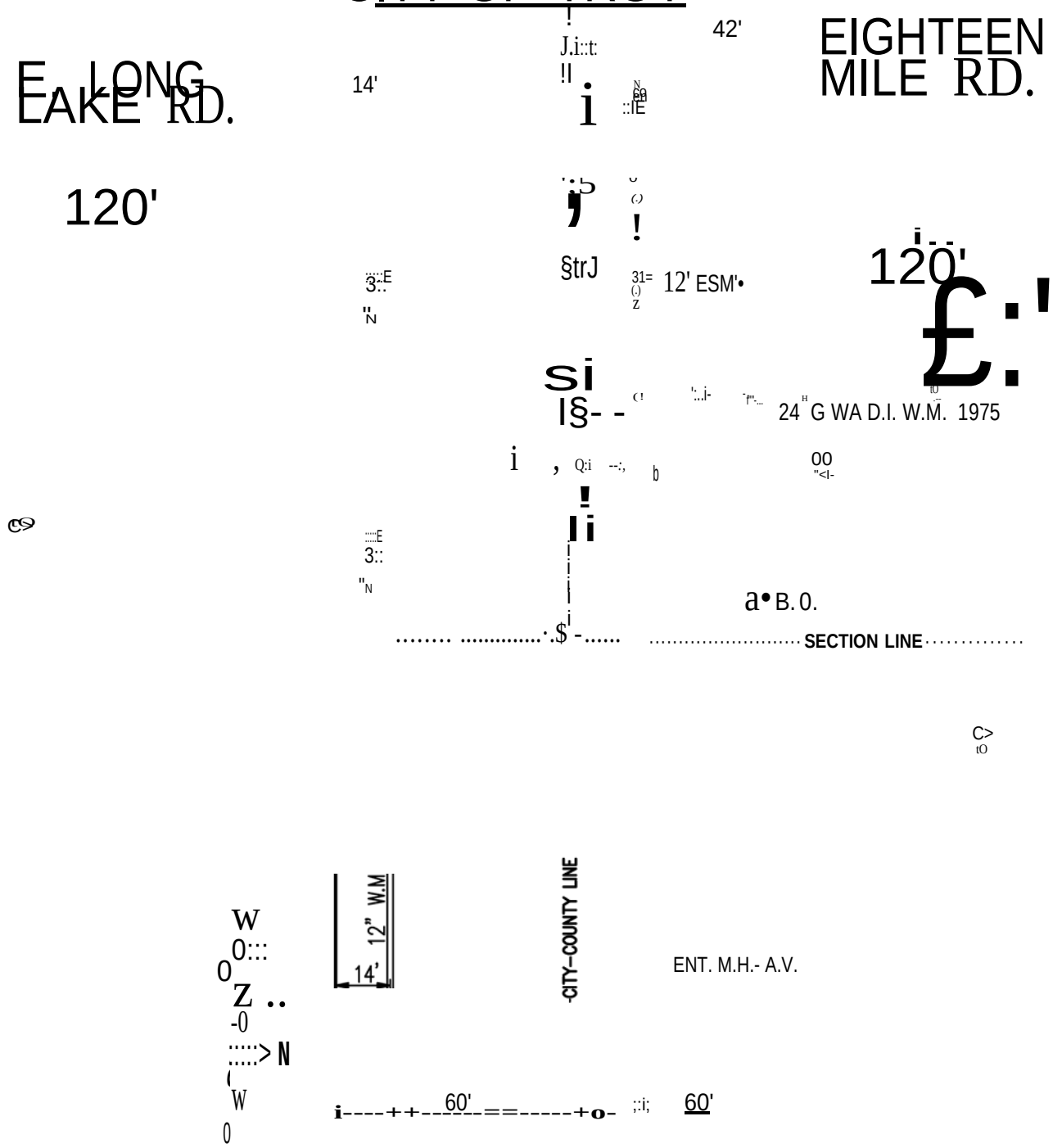
3061 Adams Rd., Bloomfield Twp.

6001 Adams Rd., Bloomfield Twp.

City of Troy Master Meters Not In Service:

TY-02
TY-05

EXHIBIT A TY-01
DEQUINDRE AND LONG LAKE RD.
CITY OF TROY



LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

TY - CITY OF TROY
OWNERSHIP & MAINTENANCE

GLWA - GREAT LAKES WATER AUTHORITY OPERAIIO N AND MAINTEN ANCE (CITY OF DETROIT OWNERS HIP)

SITE PLAN J

NOT TO SCALE

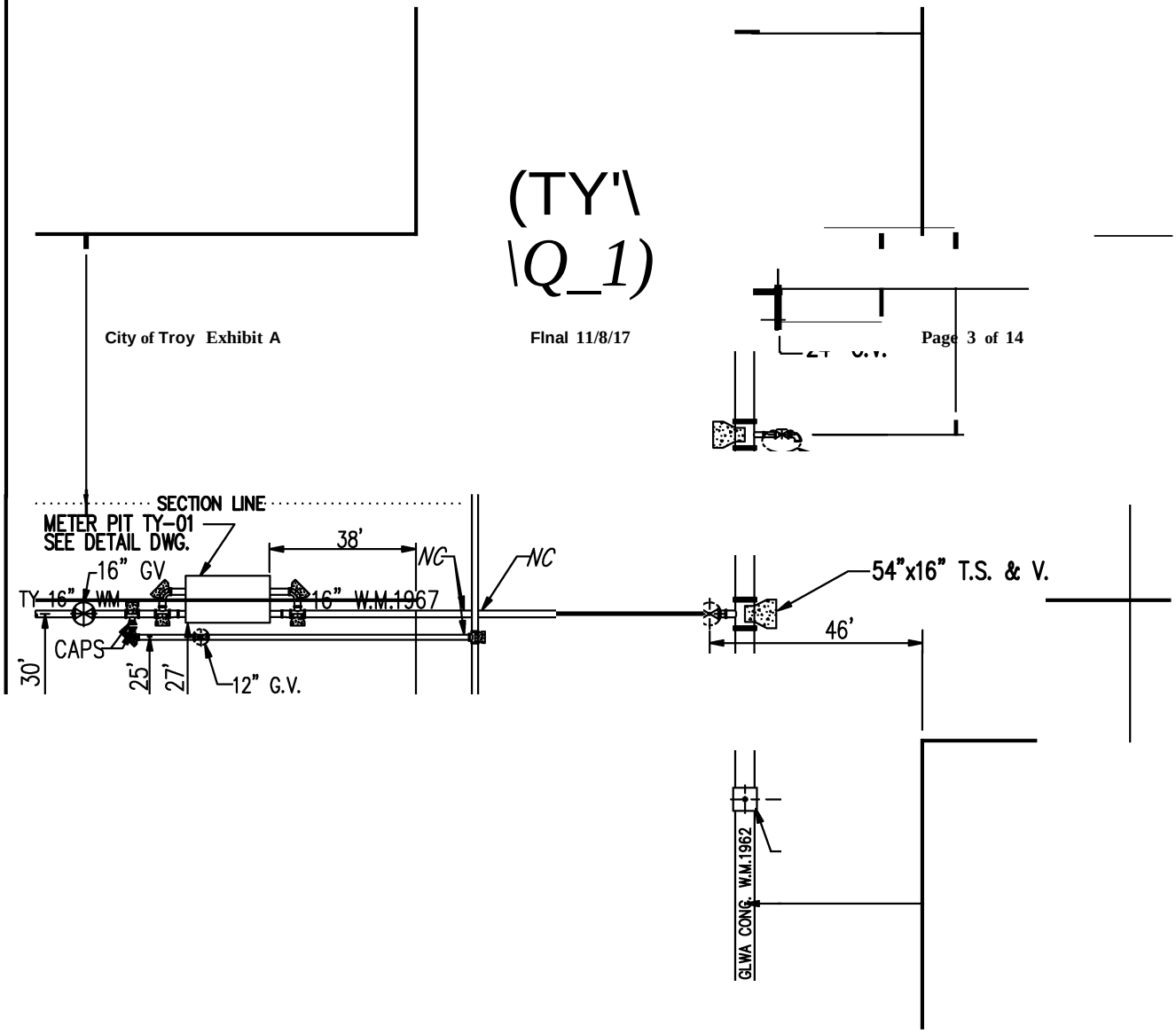


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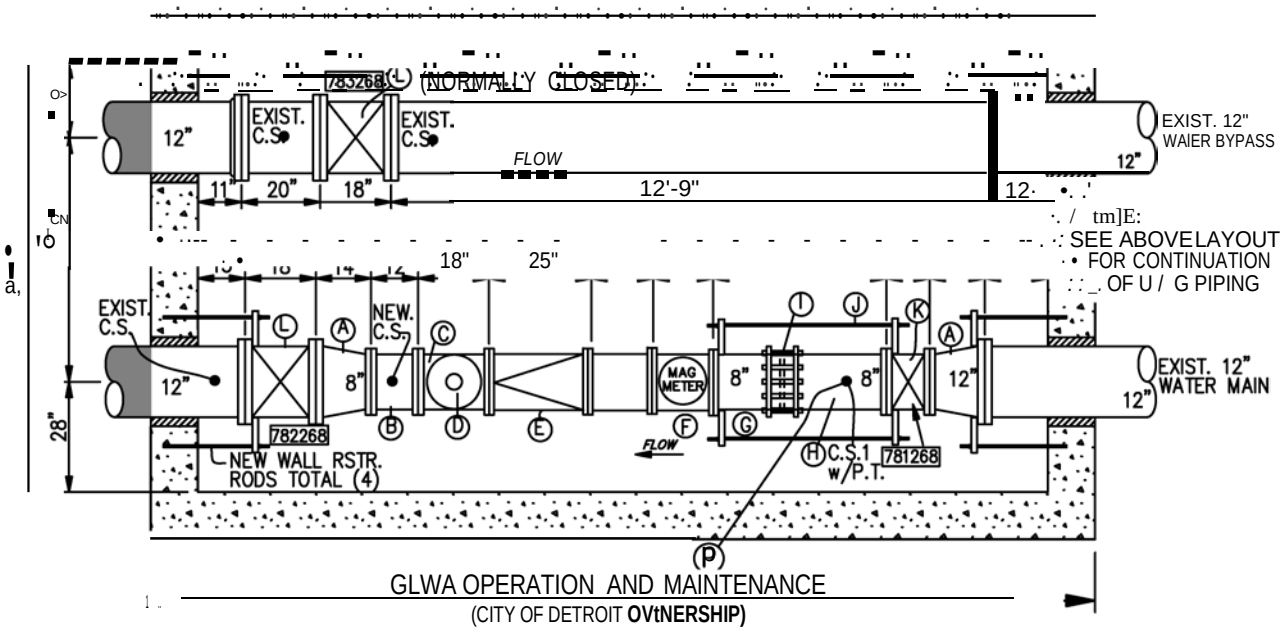
EXHIBIT A TY-01
DEQUINDRE AND LONG LAKE RD.
CITY OF TROY



-- - CITY OF IROY
.._ OWNERSHIP & **MAINTENANCE**

ME t TsRiTAIL

LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
A	2	2"x8" FLGD. CONCENTRIC REDUCERS 14" F-F	12·xa·
B	1	3"x1' F-F PIPE w/1" TAP. D.I.	a·
C	1	B"x3" FLGD. TEST TEE D.I. g• C-F	B"x3"
D	1	TEST TEE ASSEMBLY w/ 3" COMPANION FLANGE	-
E	1	CHECK VALVE	a·
F	1	B" SIEMENS MAG METER	a·
G	1	B"xf-9" F-PE PIPE. GADR D.I.	a·
H	1	8"x2'-2" F-PE PIPE w/ 1" TAP GADR. D.I.	a·
I	1	8" 'DRESSER STYLE' PIPE COUPLING	a·
J	LOT	COUPLING RESTRAINTS:(4) 60" LONG THRO. ROOS (8) EAR PLATES	75" DIA.
K	1	B"FLDG. GATE VALVE RESILIENT SEAT 11.5" F-F 'A.F.C.'	a·
L	2	ATE VALVE	12·

TYPICAL PRESSURE LOS' THRU METER	
METER TYPE	P.S.I. LOS'
VENTURI	1 TO 2
MAG	0
TURBINE	**4 - 6**

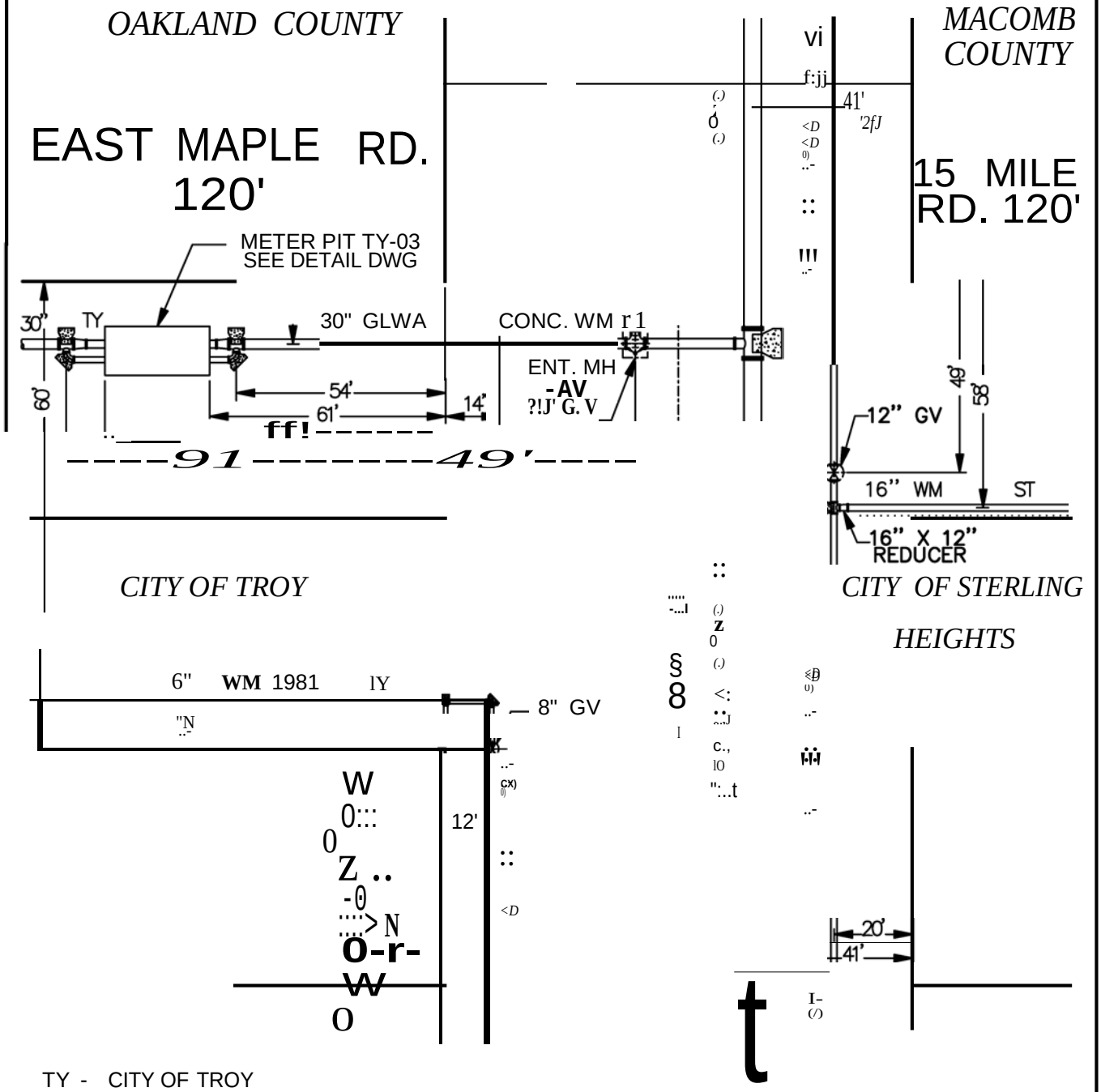
(P)-tJPSTREAM PRESSURE TRANSMITTER,
G.LW.A. OPERA110N &: MAINTENANCE
(CITY OF DETROIT OVtNERSHIP)

.A(Xff§_____ [£QJNH:
FEEI) "f()_____.()TY' CF" y
FEEI) FROv1_____54'GLWA TRANS. WJN
TYF£ CF tv£1ER_____900\5 MAG 5100 W
SZE CF tv£lER_____Jj' / D'J 200
tv£lER NJvffR _____Jfv£6S3 ?87001U253
DAIE tv£lER TI _____6 / 3/ 2015
tvETER Ri- CX:Ns-r & SZE_____.18'-0" x g'-1" Fflt\f.

SEGTIO\J MPP_____ _____.NONE:
c;,SA.IE f3<::XJ<_____i\J-1073
rnAW\J BY_____QWA 10/ 20/ 17

ff?\
\Q1)

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



TY - CITY OF TROY
OWNERSHIP & MAINTENANCE

ST - CITY OF STERLING HEIGHTS
OWNERSHIP & MAINTENANCE

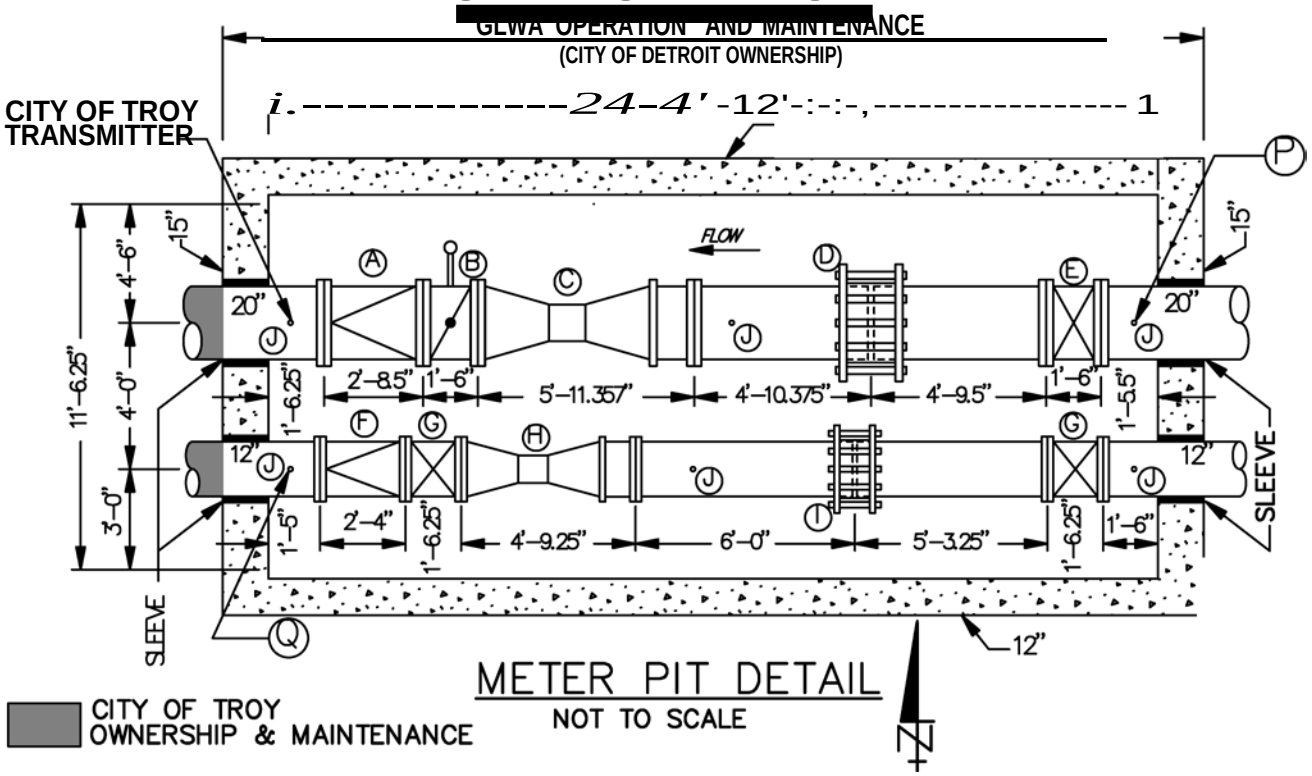
GLWA - GREAT LAKES WATER AUTHORITY
OPERATION AND MAINTENANCE
(CITY OF DETROIT OWNERSHIP)

91E FLAN

I\Or 10 g)\£

THE FIELD LOCATIONS SUBJECT TO VERIFICATION IN

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



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

®-UPSTREAM PRESSURE TRANSMITTER,
G.L W.A. OPERA110N & MAINTENANCE
(CITY OF DETROIT OWNERSHIP)

{Qr.DOWNSTREAM PRESSURE TRANSMITTER,
G.LW.A. OPERA110N & MAINTENANCE
(CITY OF DETROIT OWNERSHIP)

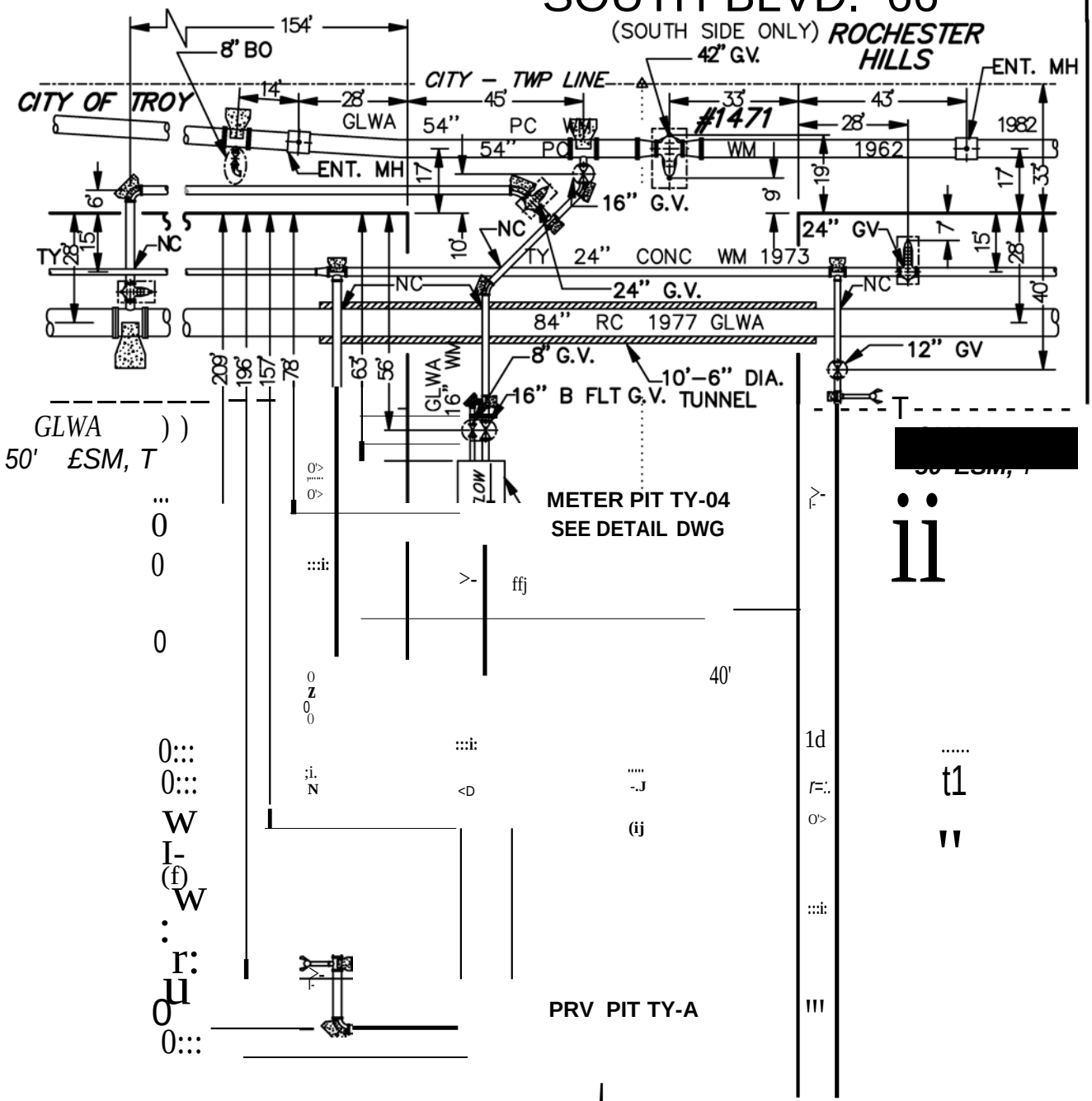
LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
A	1	CHECK VALVE	20"
B	1	BUTTERFLY VALVE / HYDRAULIC OPERATOR	20"
C	1	B.I.F VENTURI TUBE	20" X 14 . 046"
D	1	DRESSER COUPLING	20"
E	1	GATE VALVE (CCW)	20"
F	1	CHECK VALVE	12"
G	2	GATE VALVE	12"
H	1	B.I.F VENTURI TUBE	12" X 6 .773"
I	1	DRESSER COUPLING	12"
J	6	CORP	1"

ADDRESS - -- 2971 E. MAPLE
FEED TO ----------CITY OF TROY
FEED FROM ----------54" GLWA TRANS. MAIN
TYPE OF METER- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -B.I.F. VENTURI TUBES (2)
SIZE OF METER- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- --20" X 14.046" 12' 6.773"
METER NUMBER----------12"-55424-1 20"-55424-2
DATE METER SET- -- -- -- -- -- -- -- -- -- -- -- -- -- -12/7 / 1966
METER PIT CONST & SIZE----------24'-4" x 11 '- 6.25" ID REINF. CONC
SECTION MAP----------20-Y
GA TE B00 K - -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -.E-1 0 64
FIELD BOOK----------1967- MP-32-35
DRAWN BY- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- GLWA 10 / 20/ 1 7
REM ARKS- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- --

®

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

SOUTH BLVD. 66'



18'-t-21

SITE PLAN

TY- CITY OF TROY
OWNERSHIP MAINTENANCE
&
GLWA - GREAT LAKES WATER AUTHORITY
OPERATION AND MAINTENANCE
(CITY OF DETROIT OWNERSHIP)

NOT TO SCALE

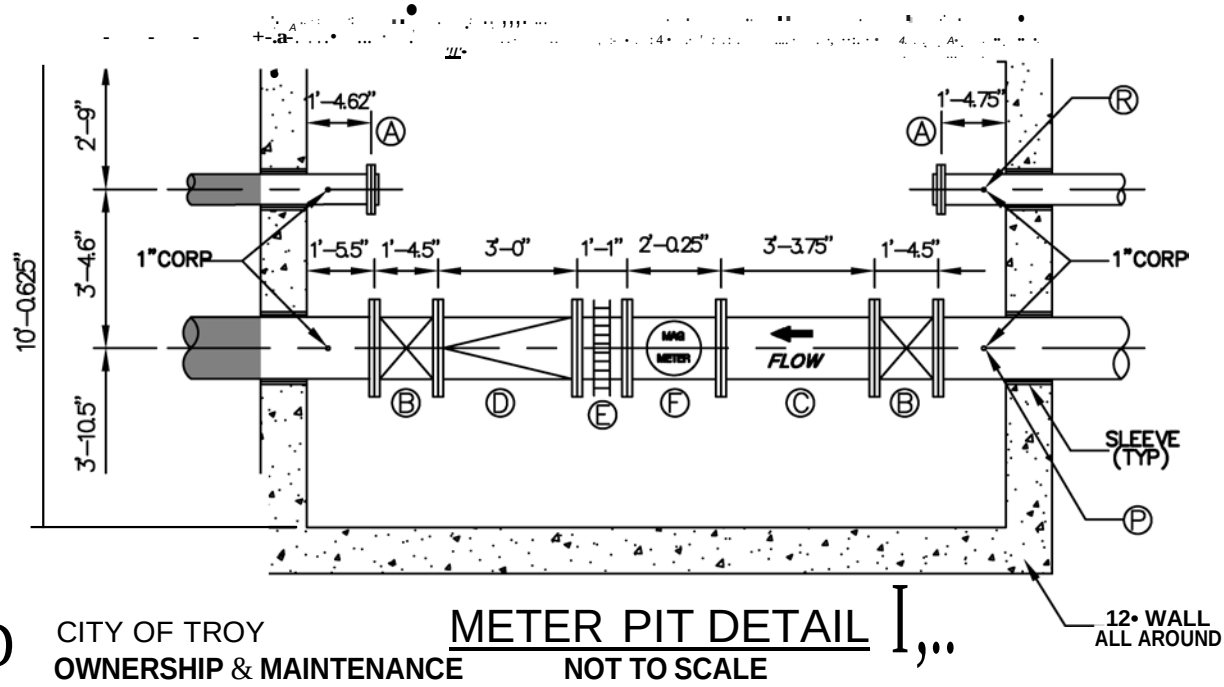
LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

TY 04

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

GLWA OPERATION AND MAINTENANCE

(CITY OF TROY OWNERSHIP)
15-1"



D CITY OF TROY
OWNERSHIP & **MAINTENANCE**

METER PIT DETAIL

NOT TO SCALE

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

®-UPS1REAM PRESSURE IRANSMITTER,
G.LW.A. OPERATION & MAINIENANCE
(CITY OF DETROIT OWNERSHIP)

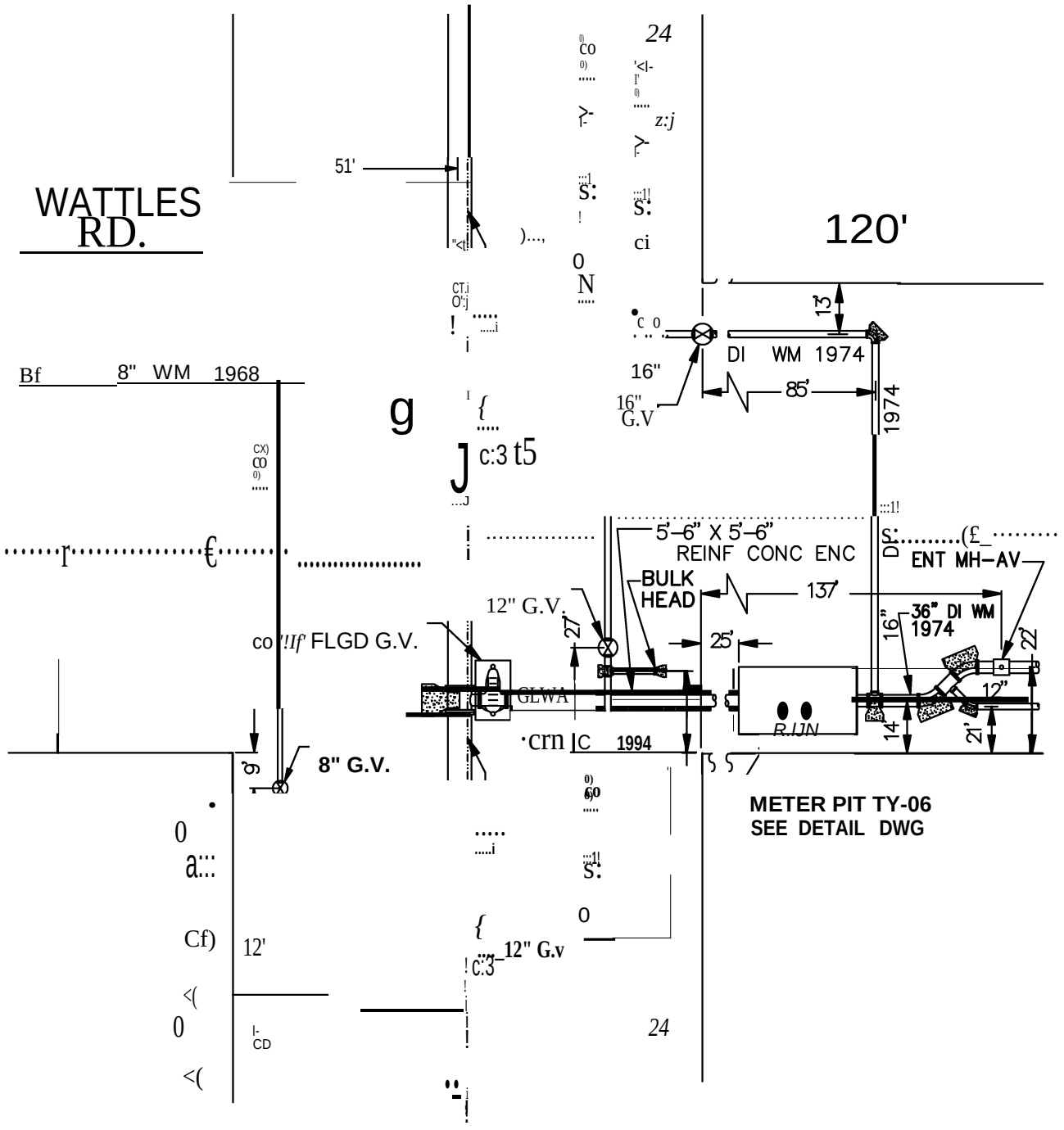
®-D0WNS1REAM PRESSURE 1RANSM1TTER,
G.LW.A. OPERATION & MAINIENANCE
(CITY OF DETROIT OWNERSHIP)

LEGEND			
TAG	**QTY.**	**DESCRIPTION**	**SIZE**
A	2	**BLIND FLANGE**	**8"**
B	2	**GATE VALVE (CCW) 785271**	**16"**
C	1	**SPOOL**	**16"**
D	1	**CHECK VALVE**	**16"**
E	2	**MECH ADPATER**	**16"**
F	1	**MAG METER**	**16"**

ADDRESS _____ .6971 ROCHESTER
FEED TO _____ CI TY OF TROY
FEED FROM _____ -54" GLWA TRANS MAIN
TYPE OF METER _____ SIEMENS MAG 5100W
SIZE OF METER _____ 16 "
METER NUMBER _____ 388101U253
DATE METER SET _____ 05/14/2016
METER PIT CONST & SIZE _____ 13'-0.25" X 10'-0.625" ID REINF CONC
SECTION MAP _____
GA TE BOOK _____ N-1087
FIELD BOOK _____
DRAWN BY _____ GLWA 10/20/17
REM ARK S - -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- .

®

EXHIBIT A TY-06
ADAMS AND WATTLES
CITY OF TROY



TY - CITY OF TROY
OWNERSHIP & MAINTENANCE

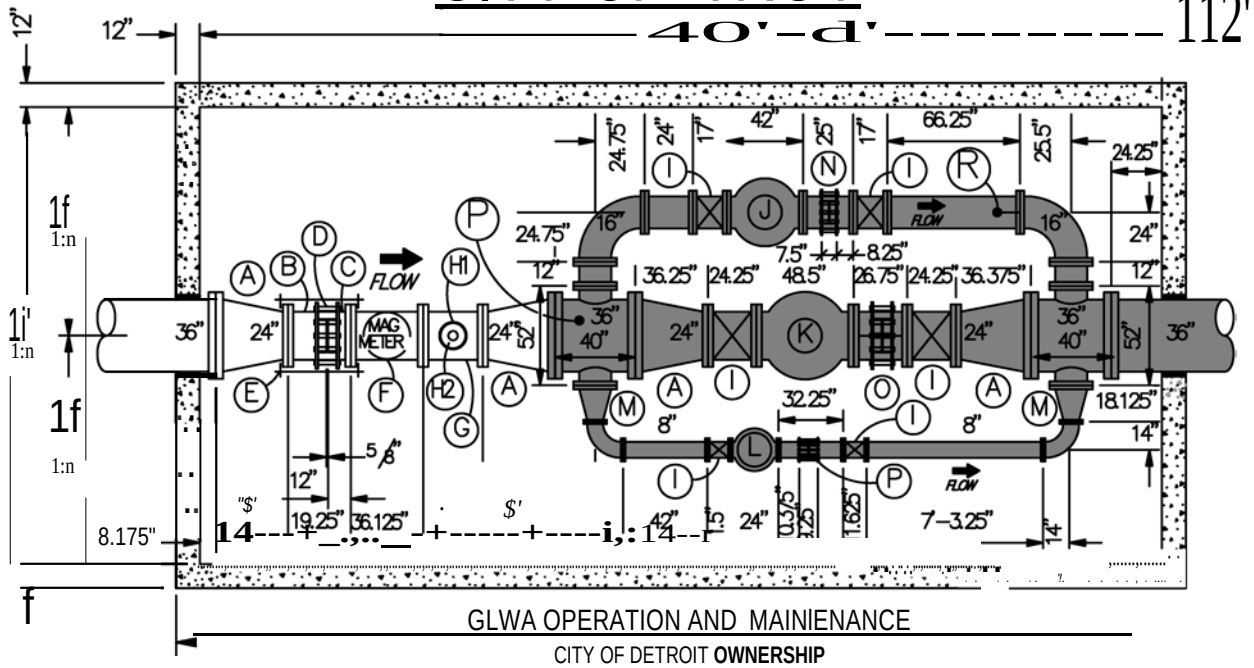
BT - BLOOMFIELD TOWNSHIP
OWNERSHIP & MAINTENANCE

GLWA - GREAT LAKES WATER AUTHORITY
OPERATION AND MAINTENANCE
{CITY OF DETROIT OWNERSHIP)

SITE PLAN
NOT TO SCALE

LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD

EXHIBIT A TY-06
ADAMS AND WATTLES
CITY OF TROY



METER PIT DETAILj

NOT TO SCALE

®-UPS1REAM PRESSURE 1RANSM1T1ER,
G.LW.A. OPERA110N & **MAINIENANCE**
(QTY DE1ROIT **OWNERSHIP)**

®-**DOWNS1REAM PRESSURE** TRANSM1T1ER,
G.L**W.A. OPERA**110N & **MAINIENANCE**
(QTY DE1ROIT **OWNERSHIP)**

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

LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
A	4	36' x 24' FLGO. CC'tlCENIRIC REDUCERS, 0.1. 18' F-F	.J5 x 24"
B	1	24" x f-71/(F-PE PIPE, GADR. D.I.	24"
C	1	24" x 1 -o· F-PE PIPE, GADR. D..I.	24
D	1	24" 'DRESSER STYLE PIPE COUPLING	24"
E	LOr	C<XJPUNG RESIR.: [6] 43' LC'tlG IHRO. ROOS. [12] EAR PI.AIES	1·
F	1	24" FLGD. MAGNETIC FLOWMETER, 36.125" F-F	24"
G	1	24" x 6" FLGD. TEST TEE, D.I. 15" C-F	24" x 0
H1	1	6" x 4· FLGD. CONC. REDUCER, D.I., g· F-F	0 x 4

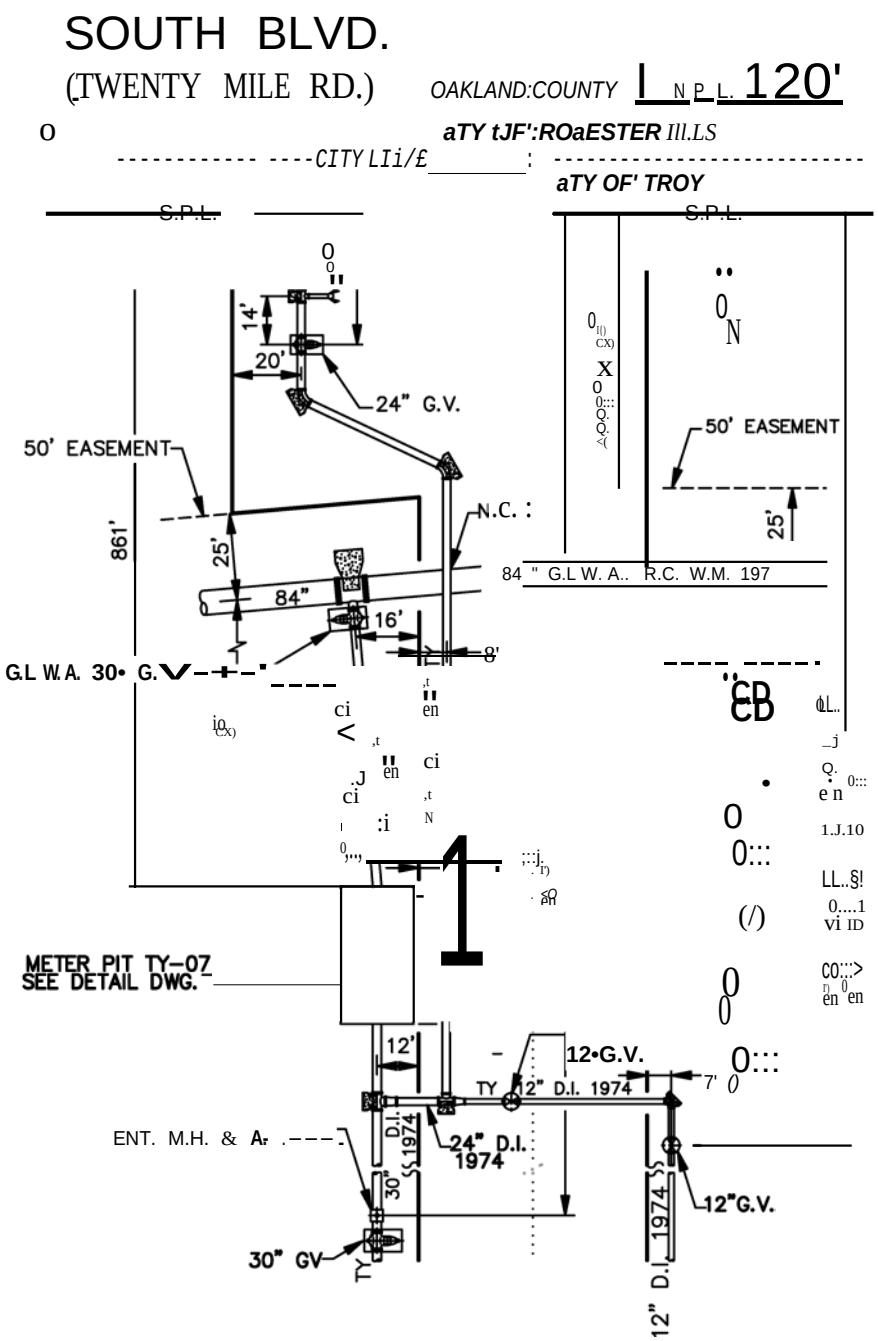
WAG QTY.		DESCRIPTION	SIZE
H2	1	1EST TEE ASSEMBLYw 3' x 9' 0.0. COMPANIC'tl FLANGE	-
I	6	GATE VALVE.	ff. 16", 24
J	1	16" ROSS P.R.V.	16"
K	1	24 ROSS P.R.V.	24"
L	1	8" ROSS P.R.V.	ff
M	1	a· x 16" REDUCER	!f x 16"
N	1	16" 'DRESSER STYLE' PIPE COUPLING	16"
0	1	24" DRESSER STYLE PIPE COUPLING	24'
p	1	8" 'DRESSER STYLE' PIPE COUPLING	8'

LOCATION - -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- ADAMS AND WATTLES
FEED TO - -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- CITY OF TROY
FEED FROM _____ 72" GLWA TRANSMISSION MAIN
TYPE OF METER_____ ABB
MAG SIZE OF METER 24"
METER NUMBER - -- -- -- -- -- -- -- -- -- -- -- V /34 729/ 17/ 1

METER PIT SIZE & CONST.----- 19'-o" x 40'-o" REINF CONCRETE
DATE OF METER SET _____ 5 /12/ 2000
METER PIT SIZE & CONST.----- 19'-o" x 40'-o" REINF CONCRETE
TYPE & SIZE OF P.R. V. - -- -- -- -- -- ROSS PRV - 24", 16" & 8"
DATE VALVE SET _____ -
SECTION MAP NO. 13-1
GATE BOOK NO. _____ NONE

REMARKS -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- NONE

EXHIBIT ATY-07
CROOKS AND SOUTH BLVD.
CITY OF TROY



TY - CITY OF TROY
OWNERSHIP & MAINTENANCE

GLWA - GREAT LAKES WATER AUTHORITY
OPERATION AND MAINTENANCE
(CITY OF DETROIT OWNERSHIP)

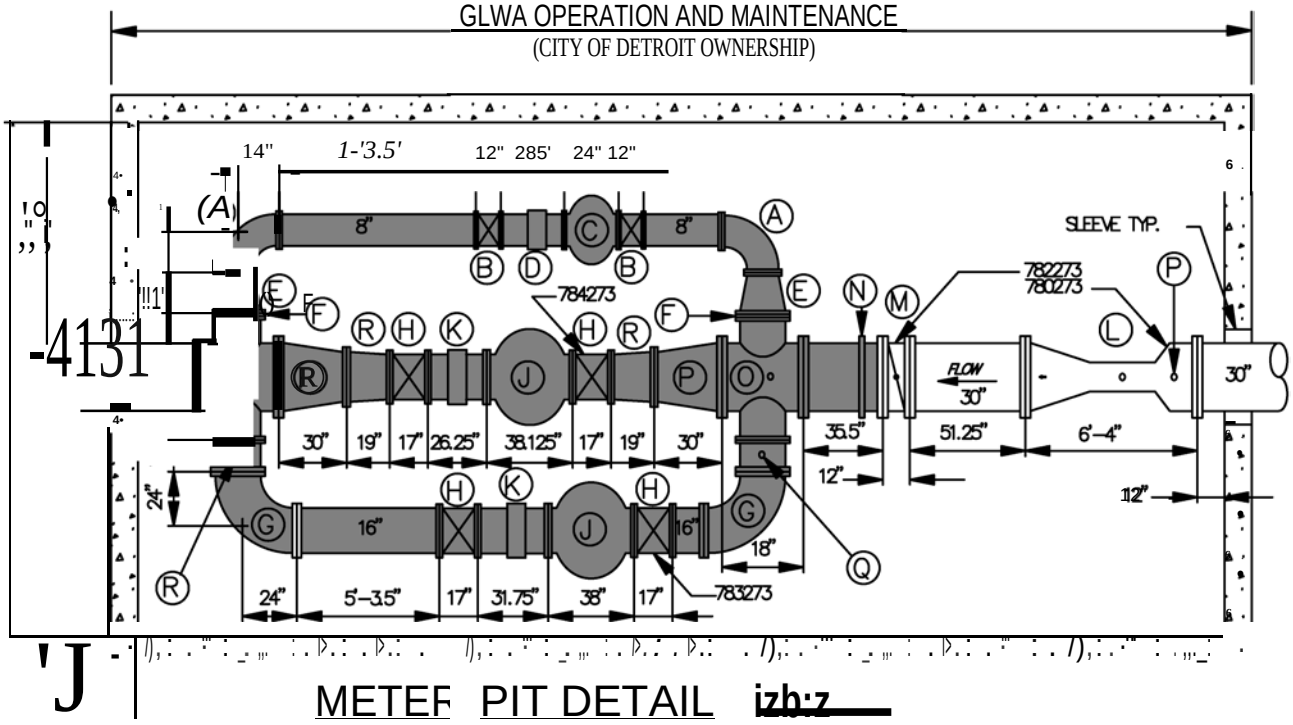
LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

SITE PLAN J

NOT TO SCALE

TY 07

EXHIBIT ATY-07
CROOKS AND SOUTH BLVD.
CITY OF TROY



METER PIT DETAIL

NOT TO **SCALE**

OWNERSHIP & **MAINTENANCE**

LEGEND			
TAG	QTY	DESCRIPTION	SIZE
A	2	8" 9& BEND	8"
B	2	**8"** G.V.	8"
C	1	8" ROSS P.R. V.	8 "
D	1	8" DRESSER COUPLING	8 "
E	2	16"x8" REDUCER	16"x8 "
F	2	16" FILLER RINGS o 7" EACH	16"
G	2	16" ge, BEND	16"
H	2	16" G.V.	16"
J	1	16" ROSS P.R.V.	16"
K	1	16- DRESSER COUPLING	16"

LEGEND			
TAG	QTY	DESCRIPTION	SIZE
L	1	30" **B.I.F.** VENIURI MEIER	30"
M	1	30" BUTIERFLY VALVE	30"
N	1	30" DRESSER COUPLING	30"
0	2	30" X 16" 1EE	30"X16"
p	2	30" X 18" REDUCER	30"X18"
R	2	18" X 16" REDUCER	18"X16"

TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 TO 2
MAG	0
TURBINE	4 - 6
t:1.1.t. vc.rt IUKI W/ORIFICE	10 - 15

®-UPSTREAM PRESSURE TRANSMITTER G.L W.A. OPERA110N & MAINTENANCE (CITY OF DETROIT OWNERSHIP)

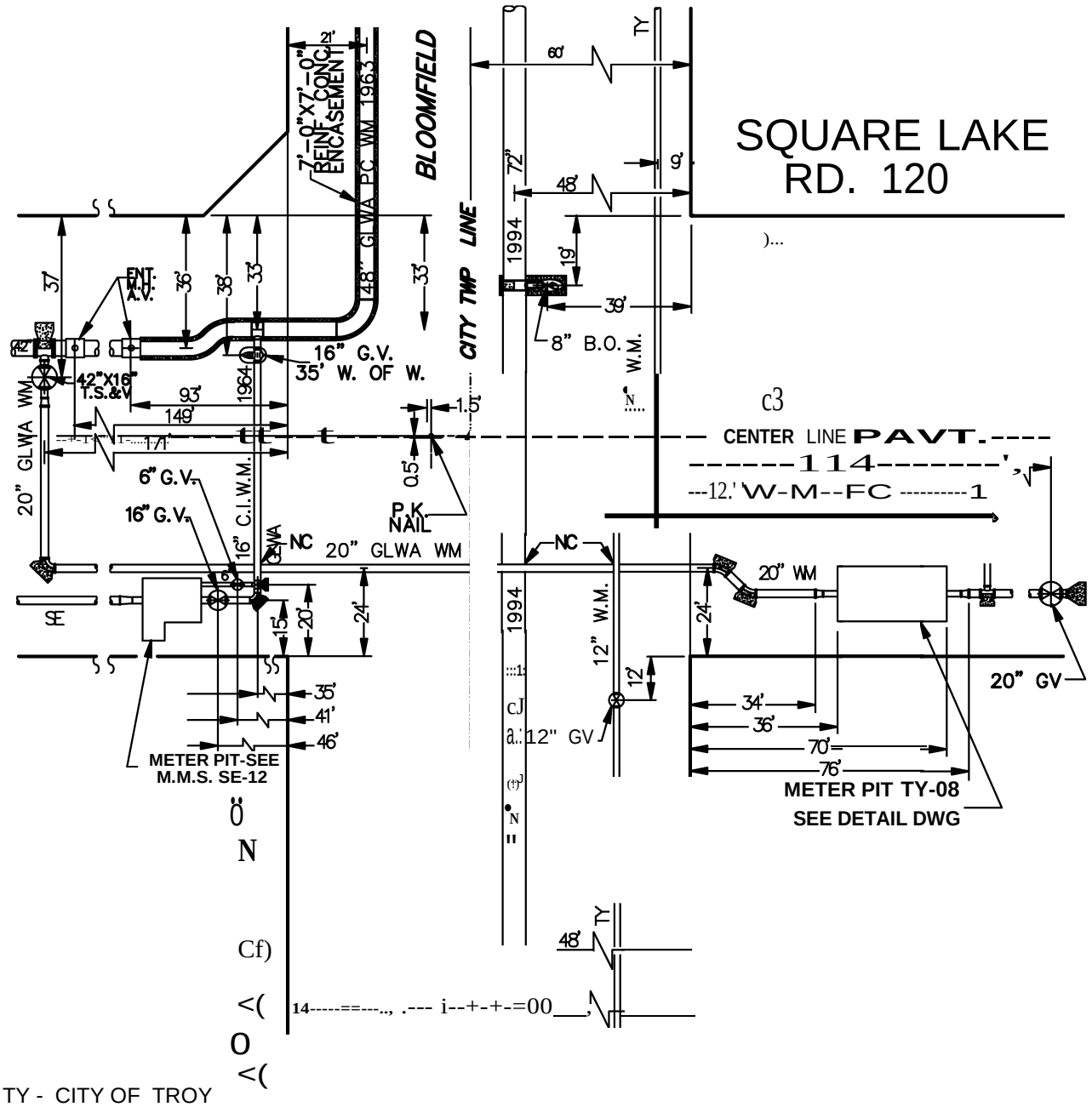
{Qr.DOWNSTREAM PRESSURE TRANSMITTER, G.L W.A. OPERA110N & MAINTENANCE (CITY OF DETROIT OWNERSHIP)

DOWNSTREAM PRESSURE TRANSMITTER, G.LW.A. OPERA110N & MAINTENANCE (CITY OF DETROIT OWNERSHIP)

FEED TO _____ CITY OF TROY
FEED FROM ---------- 84" G.L. W. A. TR ANS. M AIN
TYPE OF METER _____ B),.I.F. ,YENTURI ,,& ORIFICE) ,,
SIZE OF METER- ---------- V 30 X 17.4 0 30 X 5.994"
TYPE OF P.R.V. ---------- 8 ,') ROSS 16;:) ROSS
SIZE OF p.R.V. ---------- 8), 16 X 2. 37200-1
METER NUMBER ---------- 0 /3 71/94-1 *V)*
DA TE METER SET ---------- 01 0 6 19 81
METER PIT CONST & SIZE _____ .40'-.0" X 19'-0" I.D.,
SECTION MAP ---------- 14- 4 & 16-4
REMARKS _____ REINF. CONC.
DRAWN BY ---------- GLWA 10 /20 /17
GATE BOOK ---------- N- 1095 & N-1145

®

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



TY - CITY OF TROY
OWNERSHIP & MAINTENANCE

SE - SOCWA
OWNERSHIP & MAINTENANCE

GLWA - GREAT LAKES WATER AUTHORITY
OPERATION AND MAINTENANCE
{CITY OF DETROIT OWNERSHIP)

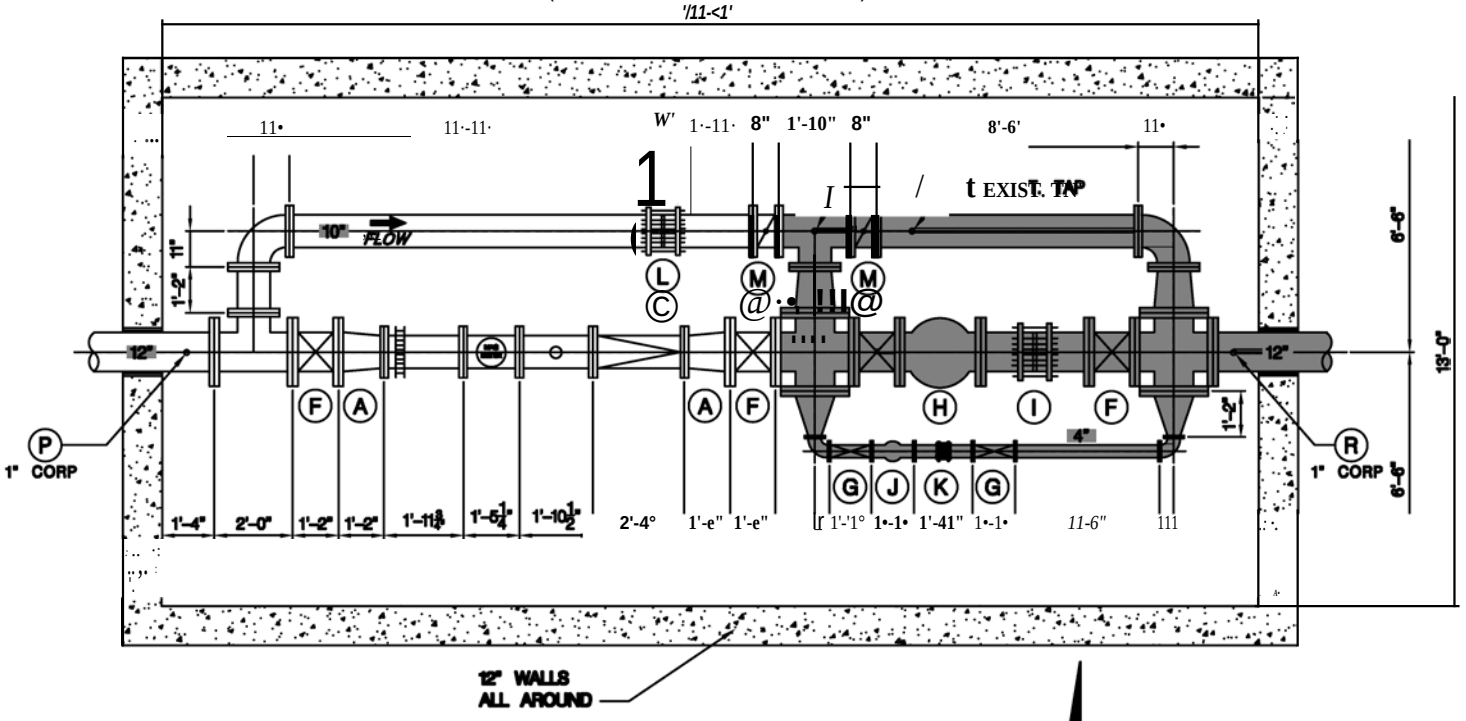
SITE PLAN J
NOT TO SCALE

LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

TY 08

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

GLWA OPERATION AND MAINTENANCE
(CITY OF DETROIT OWNERSHIP)



METER PIT DETAIL

NOT TO SCALE

CITY OF TROY
CMINERSHIP AND MAINTENANCE

TYPICAL PRESSURE LOSS THRU METER	
METER 1YPE	P.S.I LOSS
VENTURI	1 - 2
MAG	0
TTRIINE	4 - 8

®-UPS1REAM PRESSURE IRANSMITTER,
G.LW.A. OPERATION &: MAINIENANCE
(CITY OF DE1ROIT OWNERSHIP)

On-IER PRESSURE 1RANSM1TTER,
G.LWA. OPERATION &: MAINIENANCE
(CITY OF DE1ROIT OWNERSHIP)

LEGEND			
TAG	QIY	DESCRIPTION	SIZE
A	2	FLGD CONC REDUC DI F-F	12" X 10"
D	1	10"X1'-11.s· F-PE PIPE ea· TOL DI	10"
F	4	GATE V>J..VE	1
G	1	GATE V>J..VE	10·
H	1	ROSS PRV	4•
I	1	DRESSER CPLG.	1
J	1	GOLDEN ANDERSON PRV	4•
K	1	DRESSER CPLG.	10·
L	1	DRESSER CPLG.	10·
M	1	BFLY. V. BIF 1YPE H	10·

ADDRESS - -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- 2 985 E. SQUARE LAKE ROAD
FEED TO ----------CITY OF TROY
FEED FROM_____-42" GLWA TRANS. MAIN
TYPE OF METER - -- -- -- -- -- -- -- -- -- -- -- -- SIEMENS MAG 51OOW
SIZE OF METER----------1 O" / DN 250
METER NUMBER - -- -- -- -- -- -- -- -- -- -- -- -- -559603U33 5
DATE METER SET ----------1/16 /16
TYPE OF PRV_____ROS & GOLDEN ANDERSON
SIZE OF PR V----------12" 4"
METER PIT CONST & SIZE ----------28-0" X 13'-0" ID REINF CONC'
SECTION MAP- -- -- -- -- -- -- -- -- -- -- -- -- -- --13- 3
GA TE BOOK---------- N-11 27
DRAWN BY - -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- GLWA 10 / 20/ 17

TY 08

THIRD AMENDED EXHIBIT B

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

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

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

THIRD AMENDED EXHIBIT B

Table 1
Projected Annual Volume and Minimum Annual Volume

Fiscal Year Ending June 30	Projected Annual Volume (Mcf)	Minimum Annual Volume (Mcf)
2009	**630,000**	**315,000**
2010	**630,000**	**315,000**
2011	**576,000**	**288,000**
2012	**576,000**	**288,000**
2013	**576,000**	**288,000**
2014	**530,000**	**265,000**
2015	**543,000**	**271,500**
2016	**556,000**	**278,000**
2017	**569,000**	**284,500**
2018	**580,000**	**290,000**
2019	**580,000**	**290,000**
2020	**580,000**	**290,000**
2021	**580,000**	**290,000**
2022	**580,000**	**290,000**
2023	**580,000**	**290,000**
2024	*580,000*	*290,000*
2025	*580,000*	*290,000*
2026	*580,000*	*290,000*
2027	*580,000*	*290,000*
2028	*580,000*	*290,000*
2029	*580,000*	*290,000*
2030	*580,000*	*290,000*
2031	*580,000*	*290,000*
2032	*580,000*	*290,000*
2033	*580,000*	*290,000*
2034	*580,000*	*290,000*
2035	*580,000*	*290,000*
2036	*580,000*	*290,000*
2037	*580,000*	*290,000*
2038	*580,000*	*290,000*

THIRD AMENDED EXHIBIT B

Table 2
Pressure Range and Maximum Flow Rate

Calendar Year	Pressure Range (psi) Meter TY-01		Pressure Range (psi) Meter TY-03		Pressure Range (psi) Meter TY-04		Pressure Range (psi) Meter TY-06		Pressure Range (psi) Meter TY-07		Pressure Range (psi) Meter TY-08	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
2008	**35**	**74**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2009	**35**	**74**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2010	**35**	**74**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2011	**35**	**74**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2012	**35**	**74**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2013	**50**	**75**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2014	**50**	**75**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2015	**50**	**75**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2016	**50**	**75**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2017	**50**	**75**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2018	**50**	**75**	**51**	**77**	**120**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2019	**50**	**75**	**51**	**77**	**120**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2020	**50**	**75**	**51**	**77**	**120**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2021	**50**	**75**	**51**	**77**	**120**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2022	**50**	**75**	**51**	**77**	**120**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2023	*50*	*75*	*51*	*77*	*120*	*149*	*87*	*111*	*72*	*96*	*104*	*134*
2024	*50*	*75*	*51*	*77*	*120*	*149*	*87*	*111*	*72*	*96*	*104*	*134*
2025	*50*	*75*	*51*	*77*	*120*	*149*	*87*	*111*	*72*	*96*	*104*	*134*
2026	*50*	*75*	*51*	*77*	*120*	*149*	*87*	*111*	*72*	*96*	*104*	*134*
2027	*50*	*75*	*51*	*77*	*120*	*149*	*87*	*111*	*72*	*96*	*104*	*134*
2028	*50*	*75*	*51*	*77*	*120*	*149*	*87*	*111*	*72*	*96*	*104*	*134*
2029	*50*	*75*	*51*	*77*	*120*	*149*	*87*	*111*	*72*	*96*	*104*	*134*
2030	*50*	*75*	*51*	*77*	*120*	*149*	*87*	*111*	*72*	*96*	*104*	*134*
2031	*50*	*75*	*51*	*77*	*120*	*149*	*87*	*111*	*72*	*96*	*104*	*134*
2032	*50*	*75*	*51*	*77*	*120*	*149*	*87*	*111*	*72*	*96*	*104*	*134*
2033	*50*	*75*	*51*	*77*	*120*	*149*	*87*	*111*	*72*	*96*	*104*	*134*
2034	*50*	*75*	*51*	*77*	*120*	*149*	*87*	*111*	*72*	*96*	*104*	*134*
2035	*50*	*75*	*51*	*77*	*120*	*149*	*87*	*111*	*72*	*96*	*104*	*134*
2036	*50*	*75*	*51*	*77*	*120*	*149*	*87*	*111*	*72*	*96*	*104*	*134*
2037	*50*	*75*	*51*	*77*	*120*	*149*	*87*	*111*	*72*	*96*	*104*	*134*

THIRD AMENDED EXHIBIT B

Table 2 (continued)
Pressure Range and Maximum Flow Rate

Calendar Year	Maximum Flow Rate (mgd)	
	Max Day	Peak Hour
2008	**35.0**	**55.0**
2009	**35.0**	**55.0**
2010	**28.0**	**38.0**
2011	**28.0**	**38.0**
2012	**28.0**	**38.0**
2013	**28.0**	**39.0**
2014	**28.0**	**39.0**
2015	**29.0**	**39.0**
2016	**29.0**	**40.0**
2017	**29.0**	**40.0**
2018	**27.0**	**40.0**
2019	**27.0**	**40.0**
2020	**27.0**	**40.0**
2021	**27.0**	**40.0**
2022	**27.0**	**40.0**
2023	*27.0*	*40.0*
2024	*27.0*	*40.0*
2025	*27.0*	*40.0*
2026	*27.0*	*40.0*
2027	*27.0*	*40.0*
2028	*27.0*	*40.0*
2029	*27.0*	*40.0*
2030	*27.0*	*40.0*
2031	*27.0*	*40.0*
2032	*27.0*	*40.0*
2033	*27.0*	*40.0*
2034	*27.0*	*40.0*
2035	*27.0*	*40.0*
2036	*27.0*	*40.0*
2037	*27.0*	*40.0*

THIRD AMENDED EXHIBIT B

Table 3
Flow Split Assumptions

Meter	Assumed Flow Split (2018-2022)
TY-01	0 – 3 %
TY-03	0 – 25 %
TY-04	30 – 75 %
TY-06	0 – 25 %
TY-07	30 – 70 %
TY-08	5 – 10 %

Table 4
Addresses for Notice

If to GLWA:	**If to Customer:**
General Counsel Great Lakes Water Authority 735 Randolph Street, Suite 1901 Detroit, Michigan 48226	City Clerk City of Troy 500 West Big Beaver Troy, Michigan 48084 cc: Director of Public Works

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AMENDMENT NO. 4 TO WATER SERVICE CONTRACT BETWEEN GREAT LAKES WATER AUTHORITY AND CITY OF TROY

This Amendment No. 4 ("Amendment") is made between the Great Lakes Water Authority, a municipal authority and public body corporate ("GLWA"), and the City of Troy, a municipal corporation ("Member Partner"). GLWA and Member Partner are collectively referred to as the "Parties".

RECITALS

A. GLWA leases, operates, and maintains the public water supply system owned by the City of Detroit ("System"); and

B. On June 24, 2008, the Parties entered a Water Service Contract ("Contract") reflecting the terms and conditions governing the delivery and purchase of potable water, as subsequently amended and assigned; and

C. GLWA has determined that its charge methodology renders irrelevant the "minimum take or pay" terms of Section 5.06 of the Contract; and

D. Through the One Water Partnership, GLWA member partners requested that GLWA undertake an effort to place all member partners on the same periodic contract review schedule ("Reopener Schedule") to assist in reducing, as much as practicable, volatility in member partner water charges; and

E. GLWA devised a contract alignment process ("CAP") that results in all model water contracts being reopened on a four-year schedule beginning in calendar year 2022 and every four years thereafter; and

F. Article 15 of the Contract permits the Parties to amend the Contract by mutual agreement; and

G. In consideration of the mutual undertakings of the Parties and for the benefit of the public, it is the mutual desire of the Parties to enter this Amendment to amend the Contract as set forth in detail in the following sections.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

1. Section 5.06 of the Contract is deleted in its entirety.

2. Section 5.07 of the Contract is deleted in its entirety and replaced with the following:

5.07 Periodic Review and Reopener. For Customer and System planning purposes and, regarding the Minimum Annual Volume, enforcement of the provisions of Article 3, Maximum Flow Rates, Pressure Ranges, Projected Annual Volumes and Minimum Annual Volumes (collectively, "Values") shall be established by mutual agreement for the Contract Term. As of calendar year 2018, the Parties shall review the Values in calendar year 2022

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and every four years thereafter for the Contract Term and any renewal terms (each review year a "Reopener Year", and collectively the Reopener Years comprising the "Reopener Schedule"). However, if Customer executes the Contract more than two years before the next Reopener Year, then the Reopener Schedule set forth in bold type in Exhibit B, Table 2, shall be modified and shown to permit one additional Reopener Year prior to the next Reopener Year in the Reopener Schedule. The Values shall be contractually binding between each Reopener Year. If the Parties do not negotiate Values according to the Reopener Schedule, then the Values established for planning purposes (as shown in italicized type in Exhibit B) shall become contractually binding until the next Reopener Year.

3. Exhibit A of the Contract is amended by deleting in its entirety the existing Exhibit A and substituting the attached Exhibit A in its place.

4. Exhibit B of the Contract is amended by deleting in its entirety the existing Exhibit B and substituting the attached Exhibit B in its place.

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

6. This Amendment to the Contract shall be effective and binding upon the Parties when it is signed and acknowledged by the duly authorized representatives of both Parties and is approved by Member Partner's governing body and the GLWA Board of Directors.

(*Signatures appear on next page*)

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Accordingly, GLWA and Member Partner, by and through their duly authorized officers and representatives, have executed this Amendment.

City of Troy:

By: _____
Ethan Baker
Mayor

By: _____
Aileen Dickson, MMC, MiPMC II
City Clerk

APPROVED BY
TROY CITY COUNCIL ON: June 27, 2022
Date

Great Lakes Water Authority:

By: Suzanne R. Coffey
Suzanne R. Coffey, P.E.
Interim Chief Executive Officer

Dated: 8/3/2022

APPROVED BY
GLWA BOARD OF DIRECTORS ON: July 27, 2022
Date

APPROVED AS TO FORM BY
GLWA GENERAL COUNSEL ON: Laurie Koester 8/1/2022
Signature/Date

DocuSign Envelope ID: F8F0DF0E-9F14-42F3-8E24-B083F12DF1F7

EXHIBIT A

Customer's Water Distribution Points

This Exhibit contains the following information:

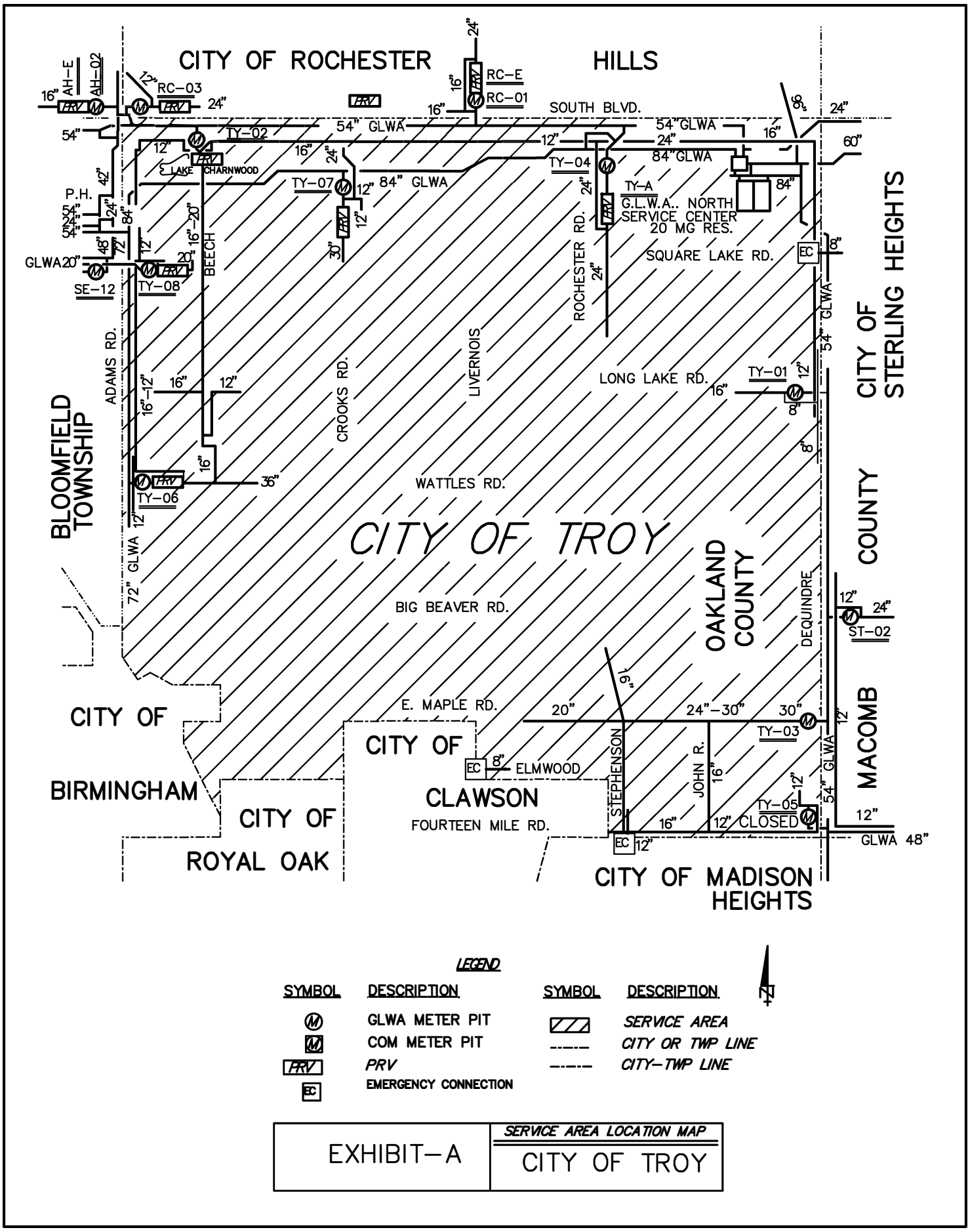
1. The corporate limits of Customer;

2. The agreed upon water Service Area of Customer which (a) may or may not be entirely within the corporate limits of Customer and (b) which may or may not include the entire area within the Customer's corporate limits;

3. The specific location of the Water Distribution Points, including any Board approved emergency connections;

4. The designation of appurtenances to be maintained by Customer and those to be maintained by the Board; and

5. A list of any closed meter locations.



EXHIBIT–A	SERVICE AREA LOCATION MAP CITY OF TROY

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EXHIBIT A

City of Troy Emergency Connections:

Connection to Clawson (SOCWA)
8" GV&W – at the intersection of Main and Elmwood

Connection to Sterling Heights
8" GV&W – across from Beaumont Hospital at 44201 Dequindre Road

Connection to Madison Heights
12" – at S.W. Corner of 14 Mile and Stephenson

City of Troy Water Customers Outside of Corporate Limits:

3300 W. South Blvd., Rochester Hills Water Only

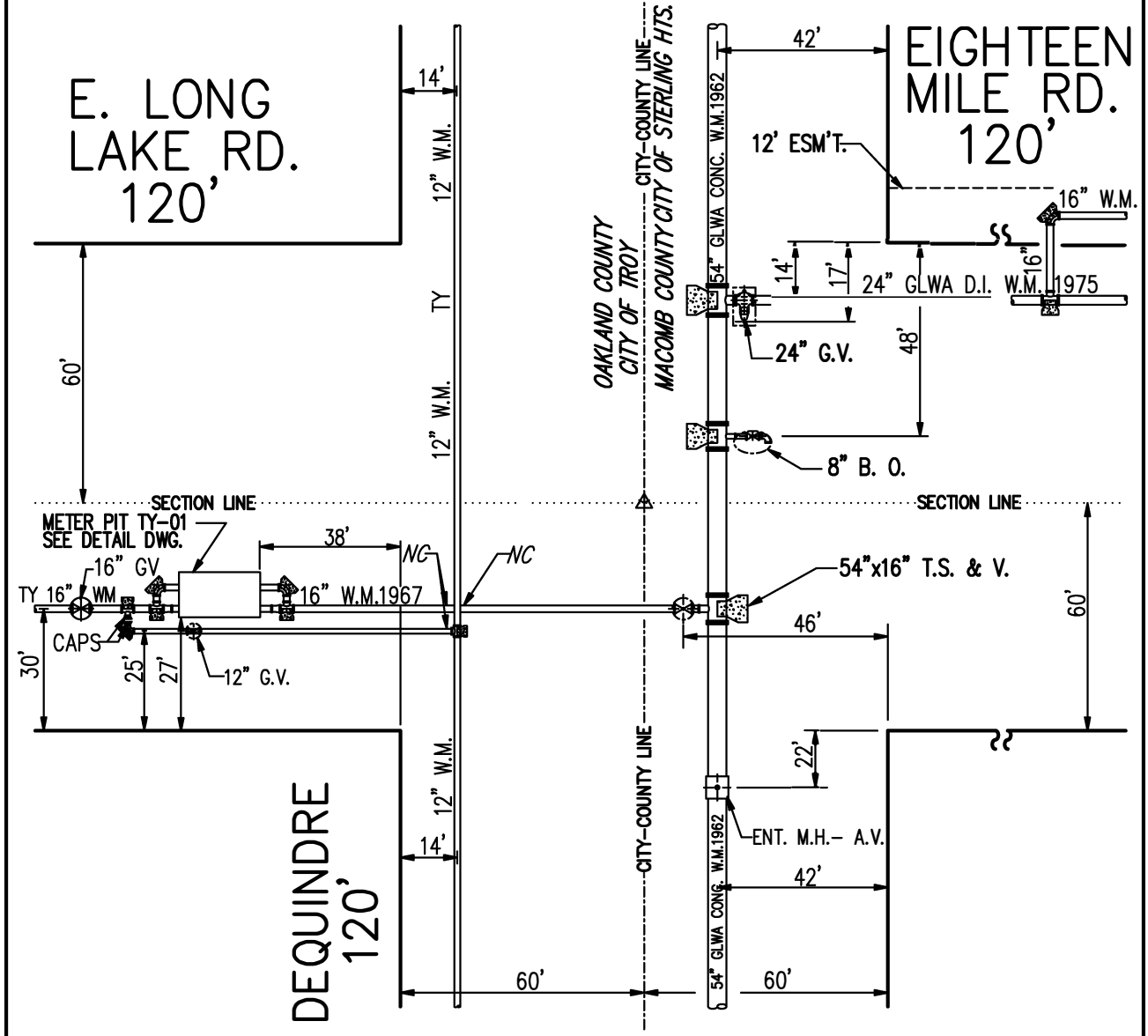
3061 Adams Rd., Bloomfield Twp. Sewer Only

6001 Adams Rd., Bloomfield Twp. Sewer Only

City of Troy Master Meters Not In Service:

TY-05

EXHIBIT–A TY–01
DEQUINDRE AND LONG LAKE RD.
CITY OF TROY



SITE PLAN
NOT TO SCALE

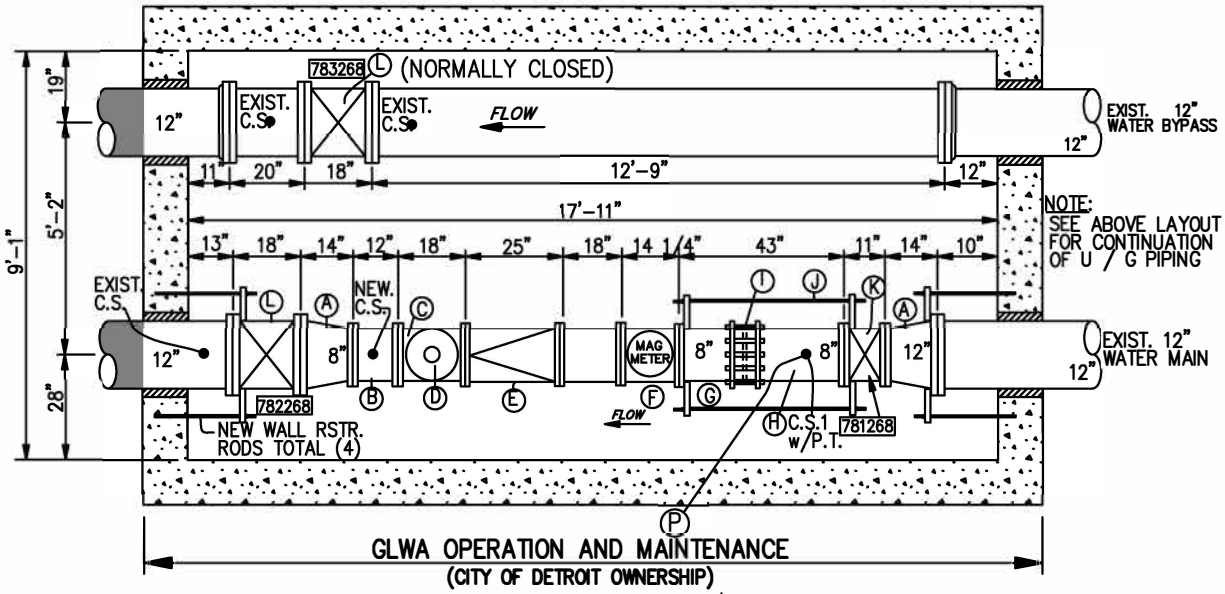
TY – CITY OF TROY
OWNERSHIP & MAINTENANCE

GLWA – GREAT LAKES WATER AUTHORITY
OPERATION AND MAINTENANCE
(CITY OF DETROIT OWNERSHIP)

LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

TY 01

EXHIBIT–A TY–01
DEQUINDRE AND LONG LAKE RD.
CITY OF TROY



CITY OF TROY OWNERSHIP & MAINTENANCE

METER PIT DETAIL
NOT TO SCALE

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

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

(P)–UPSTREAM PRESSURE TRANSMITTER, G.L.W.A. OPERATION & MAINTENANCE (CITY OF DETROIT OWNERSHIP)

ADDRESS ..... 40999 DEQUINDRE
FEED TO ..... CITY OF TROY
FEED FROM ..... 54" G.L.W.A. TRANS. MAIN
TYPE OF METER ..... SIEMENS MAG 5100 W
SIZE OF METER ..... 8" / DN 200
METER NUMBER 7ME658 387001U253
DATE METER SET ..... 6 / 3 / 2015
METER PIT CONST & SIZE ..... 18'–0" x 9'–1" REINF. CONCRETE
SECTION MAP 20–Y
REMARKS ..... NONE
GATE BOOK N–1073
DRAWN BY ..... GLWA 10 / 20 / 17

TY 01

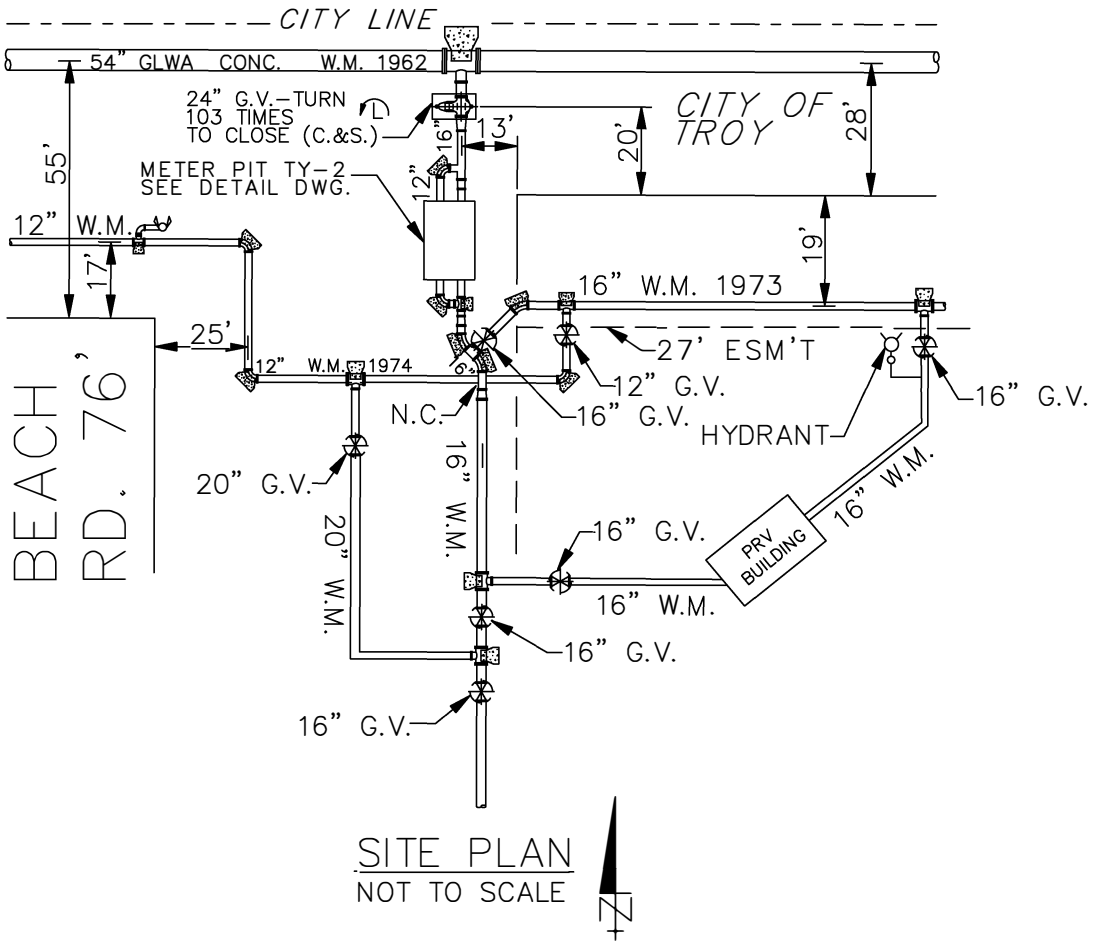
EXHIBIT – A TY – 02

SOUTH BLVD. AND BEACH RD.

CITY OF TROY

93' SOUTH BLVD. 66'

CITY OF ROCHESTER HILLS



SITE PLAN
NOT TO SCALE

N

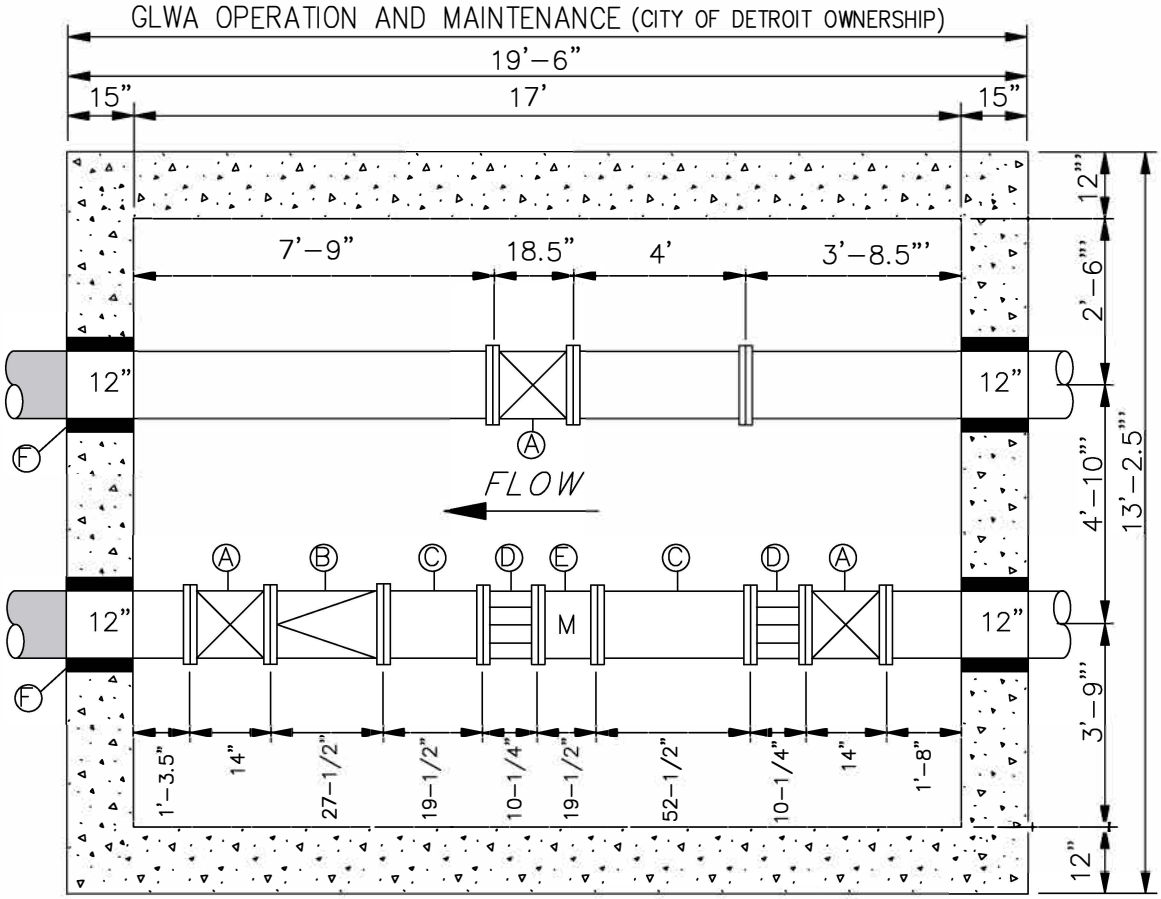
LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

TY 02

EXHIBIT – A TY–02

SOUTH BLVD. AND BEACH RD.

CITY OF TROY



METER PIT DETAIL

NOT TO SCALE

CITY OF TROY OWNERSHIP & MAINTENANCE

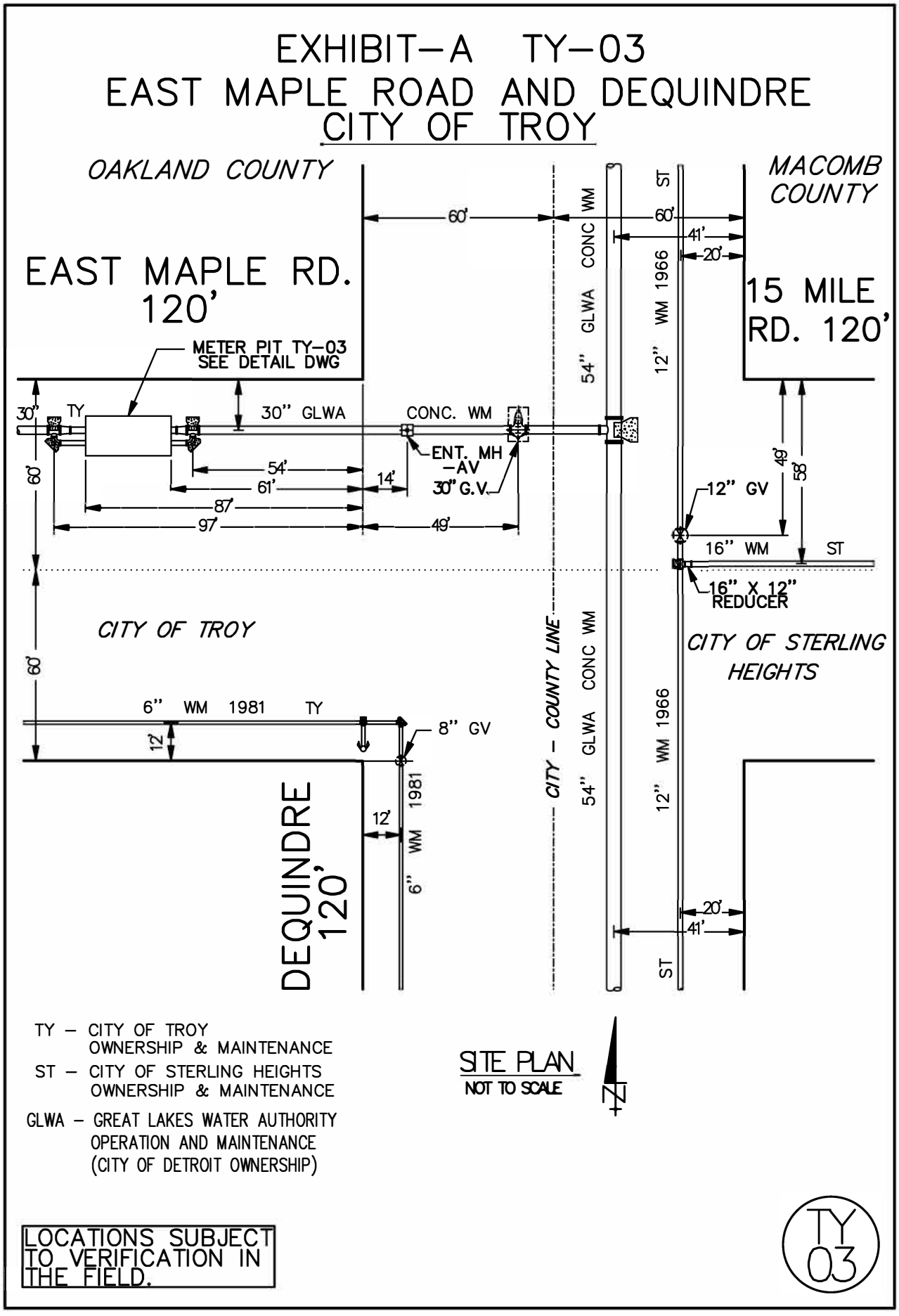
LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
A	2	12" FLG. GATE VALVE (CLOSED)	12"
B	1	12" CHECK VALVE	12"
C	2	SPOOL	12"
D	2	RFCA	12"
E	1	12" MAG METER	12"
F	4	SLEEVE	12"

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

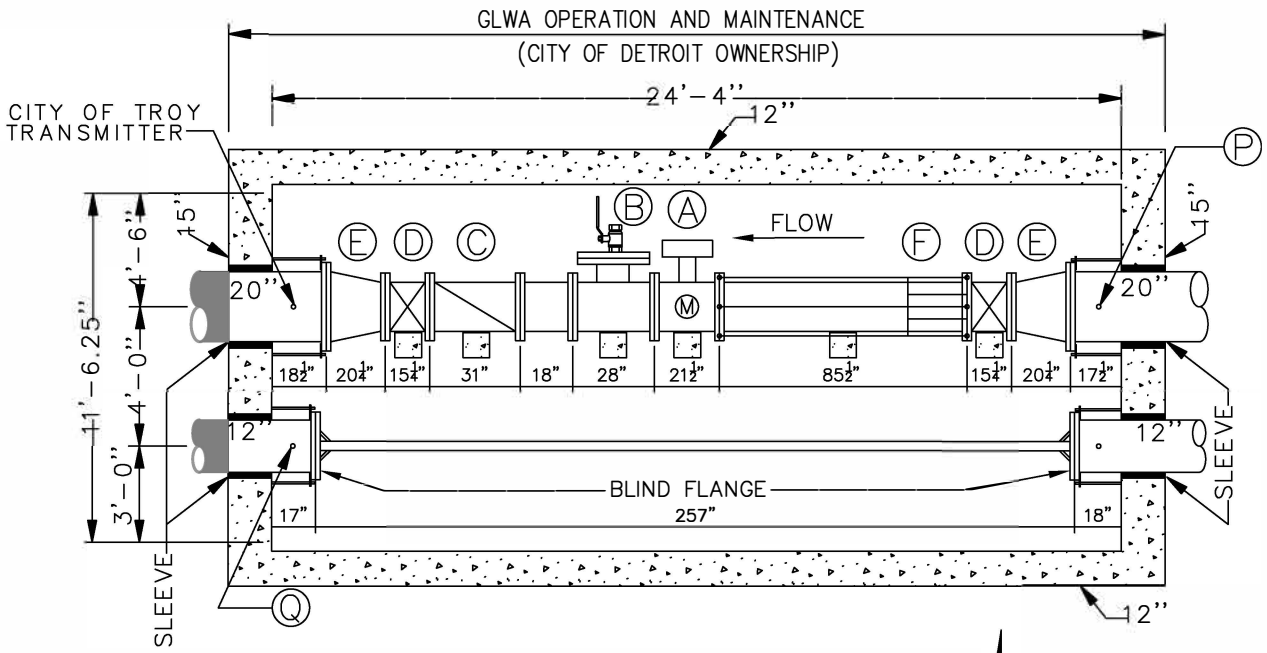
FEED TO ..... CITY OF TROY
FEED FROM ..... 54" G.L.W.A. TRANS. MAIN
TYPE OF METER ..... SIEMENS MAG 5100W
SIZE OF METER ..... 12"/DN300
METER NUMBER PBD–L9124503
DATE METER SET ..... JUNE 17, 2020
METER PIT CONST & SIZE ..... 17'–0" X 11'–2.5" I.D. REINF. CONC.
SECTION MAP ..... 13–4 & 5
GATE BOOK N–1101
FIELD BOOK NO. ..... NONE
REMARKS ..... OPEN JUNE 17, 2020

TY 02

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



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



METER PIT DETAIL
NOT TO SCALE

N

LEGEND			
TAG	QTY	DESCRIPTION	SIZE
A	1	MAG METER	14"
B	1	TEST TEE	14"X8"
C	1	CHECK VALVE	14"
D	2	GATE VALVE	14"
E	2	REDUCERS	20"X14"
F	1	RFCA	14"

CITY OF TROY OWNERSHIP & MAINTENANCE

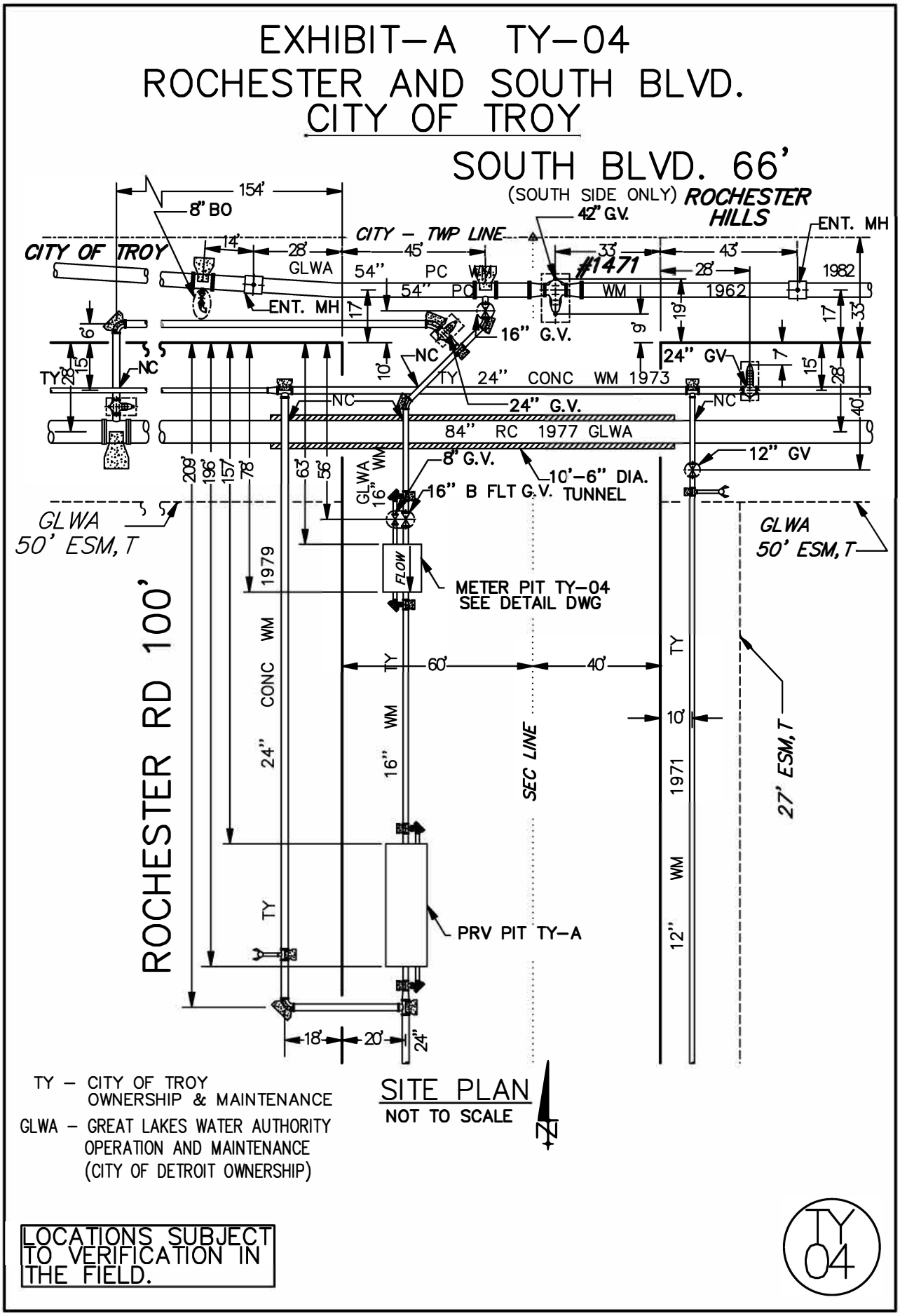
(P) –UPSTREAM PRESSURE TRANSMITTER, GLWA OPERATION AND MAINTENANCE (CITY OF DETROIT OWNERSHIP)

(Q)–DOWNSTREAM PRESSURE TRANSMITTER, GLWA OPERATION AND MAINTENANCE (CITY OF DETROIT OWNERSHIP)

ADDRESS_____2971 E. MAPLE
FEED TO_____CITY OF TROY
FEED FROM_____54" DWSD TRANS. MAIN
TYPE OF METER_____SIEMENS MAG5100W
SIZE OF METER_____14"
METER NUMBER_____PBD–LD184558
DATE METER SET_____01/29/2020
METER PIT CONST & SIZE_____24'–4"x11'–6.25"ID REINF.CONC
SECTION MAP_____20–Y
GATE BOOK_____E–1064
FIELD BOOK_____1967–MP–32–35
DRAWN BY_____A.D. BOLTON 2/14/08
REMARKS_____

TY 03

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



TY – CITY OF TROY OWNERSHIP & MAINTENANCE

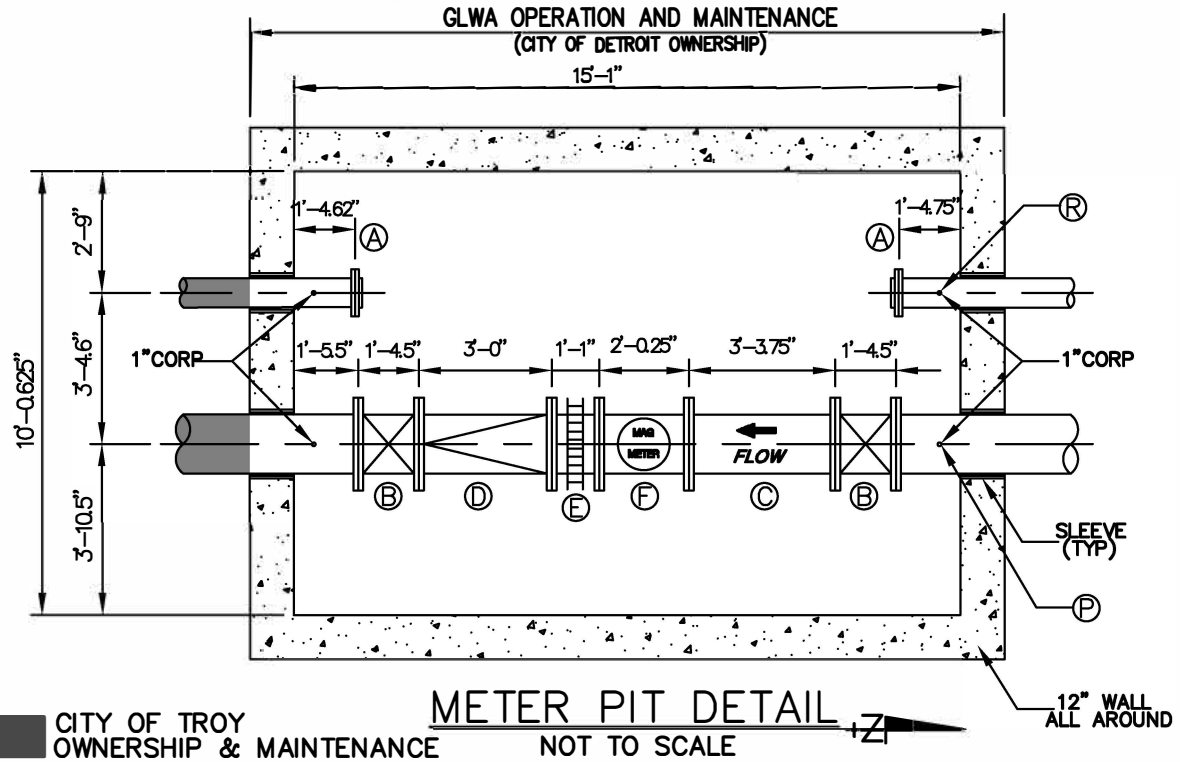
GLWA – GREAT LAKES WATER AUTHORITY OPERATION AND MAINTENANCE (CITY OF DETROIT OWNERSHIP)

SITE PLAN
NOT TO SCALE

LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

TY 04

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



CITY OF TROY OWNERSHIP & MAINTENANCE

METER PIT DETAIL
NOT TO SCALE

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

Ⓟ–UPSTREAM PRESSURE TRANSMITTER, G.L.W.A. OPERATION & MAINTENANCE (CITY OF DETROIT OWNERSHIP)

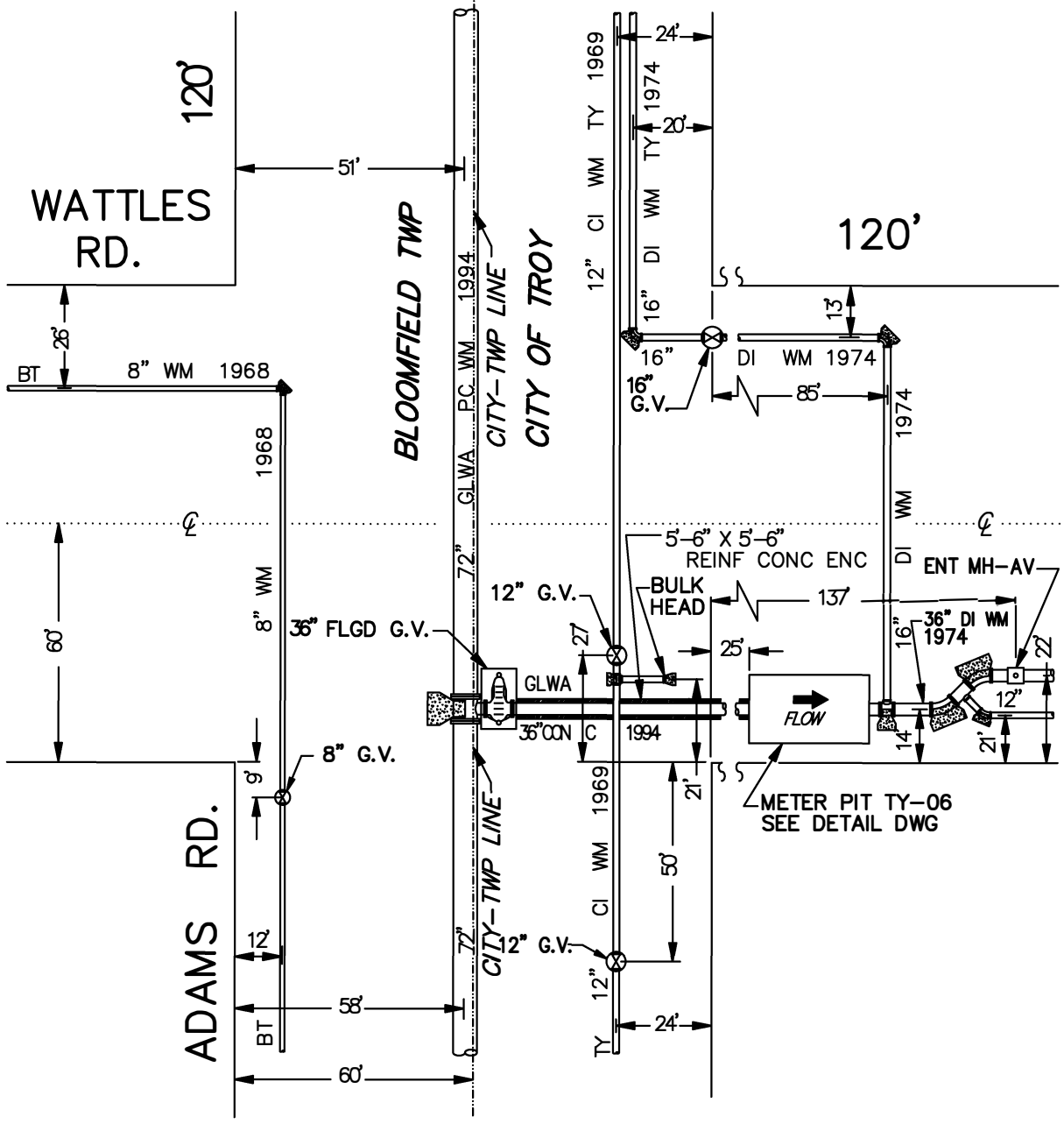
Ⓡ–DOWNSTREAM PRESSURE TRANSMITTER, G.L.W.A. OPERATION & MAINTENANCE (CITY OF DETROIT OWNERSHIP)

LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
A	2	BLIND FLANGE	8"
B	2	GATE VALVE (CCW) 785271	16"
C	1	SPOOL	16"
D	1	CHECK VALVE	16"
E	2	MECH ADPATER	16"
F	1	MAG METER	16"

ADDRESS.....6971 ROCHESTER
FEED TO.....CITY OF TROY
FEED FROM.....54" GLWA TRANS MAIN
TYPE OF METER.....SIEMENS MAG 5100W
SIZE OF METER.....16"
METER NUMBER.....388101U253
DATE METER SET.....05/14/2016
METER PIT CONST & SIZE.....13'–0.25" X 10'–0.625" ID REINF CONC
SECTION MAP.....18–4
GATE BOOK.....N–1087
FIELD BOOK.....
DRAWN BY.....GLWA 10/20/17
REMARKS.....

TY 04

EXHIBIT–A TY–06
ADAMS AND WATTLES
CITY OF TROY



TY – CITY OF TROY
OWNERSHIP & MAINTENANCE

BT – BLOOMFIELD TOWNSHIP
OWNERSHIP & MAINTENANCE

GLWA – GREAT LAKES WATER AUTHORITY
OPERATION AND MAINTENANCE
(CITY OF DETROIT OWNERSHIP)

SITE PLAN
NOT TO SCALE

LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

TY 06

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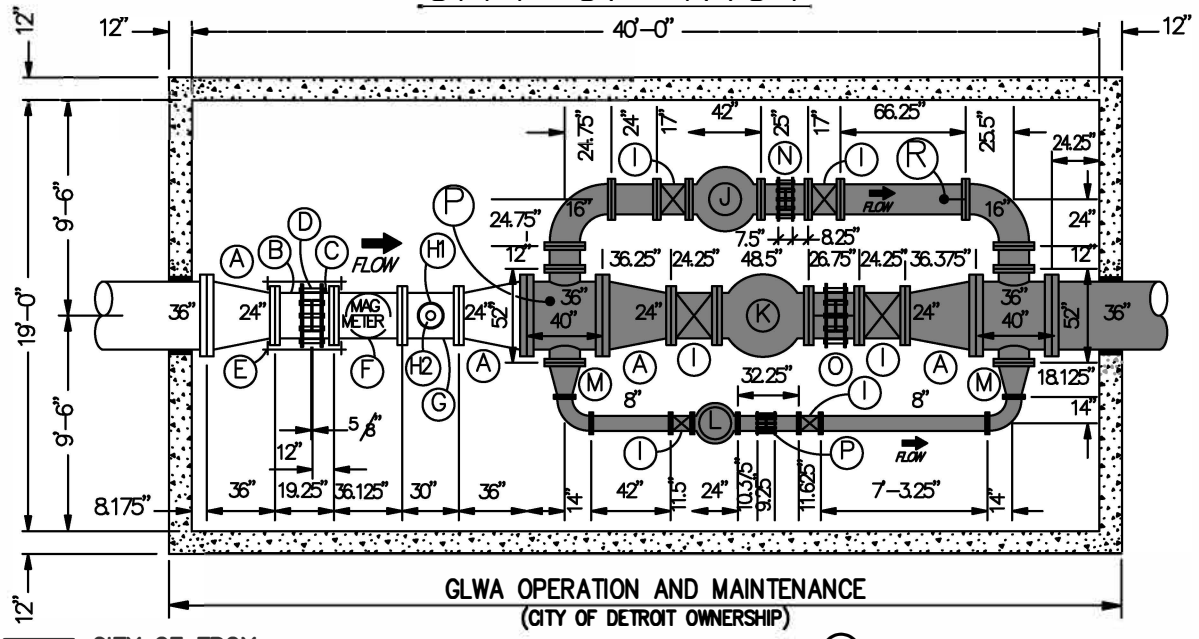
EXHIBIT–A TY–06
ADAMS AND WATTLES
CITY OF TROY



CITY OF TROY
OWNERSHIP & MAINTENANCE

Ⓟ–UPSTREAM PRESSURE TRANSMITTER, G.L.W.A. OPERATION & MAINTENANCE (CITY OF DETROIT OWNERSHIP)

Ⓡ–DOWNSTREAM PRESSURE TRANSMITTER, G.L.W.A. OPERATION & MAINTENANCE (CITY OF DETROIT OWNERSHIP)

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

METER PIT DETAIL
NOT TO SCALE

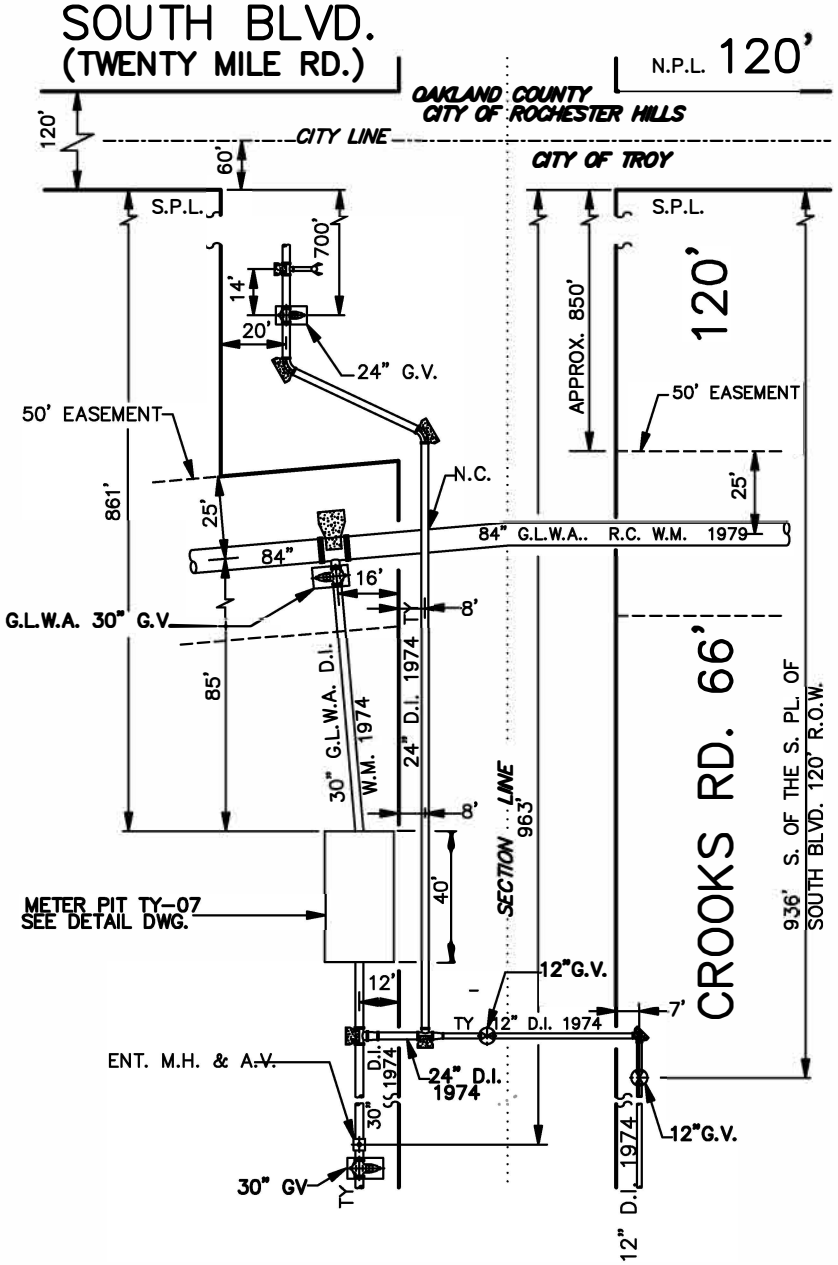
LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
A	4	36" x 24" FLGD. CONCENTRIC REDUCERS, D.I. 18" F–F	36" x 24"
B	1	24" x 1'–7¼" F–PE PIPE, GADR. D.I.	24"
C	1	24" x 1'–0" F–PE PIPE, GADR. D..I.	24"
D	1	24" 'DRESSER STYLE' PIPE COUPLING	24"
E	LOT	COUPLING RESTR.: [6] 43" LONG THRD. RODS. [12] EAR PLATES	1"
F	1	24" FLGD. MAGNETIC FLOWMETER, 36.125" F–F	24"
G	1	24" x 6" FLGD. TEST TEE, D.I. 15" C–F	24" x 6"
H1	1	6" x 4" FLGD. CONC. REDUCER, D.I., 9" F–F	6" x 4"

TAG	QTY.	DESCRIPTION	SIZE
H2	1	TEST TEE ASSEMBLY w 3" x 9" O.D. COMPANION FLANGE	–
I	6	GATE VALVE	8", 16", 24"
J	1	16" ROSS P.R.V.	16"
K	1	24' ROSS P.R.V.	24"
L	1	8" ROSS P.R.V.	8"
M	1	8" x 16" REDUCER	8" x 16"
N	1	16" 'DRESSER STYLE' PIPE COUPLING	16"
O	1	24" 'DRESSER STYLE' PIPE COUPLING	24"
P	1	8" 'DRESSER STYLE' PIPE COUPLING	8"

LOCATION _____ ADAMS AND WATTLES
FEED TO _____ CITY OF TROY
FEED FROM _____ 72" GLWA TRANSMISSION MAIN
TYPE OF METER _____ ABB MAG
SIZE OF METER _____ 24"
METER NUMBER _____ V /34729/ 17/ 1
DATE OF METER SET _____ 5 /12/ 2000
METER PIT SIZE & CONST. ____ 19'–0" x 40'–0" REINF CONCRETE
TYPE & SIZE OF P.R.V. _____ ROSS PRV – 24", 16" & 8"
DATE VALVE SET _____
SECTION MAP NO. _____ 13–1
GATE BOOK NO. _____ NONE
REMARKS _____ NONE
DRAWN BY: _____ GLWA 10/20/17

TY 06

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



TY – CITY OF TROY
OWNERSHIP & MAINTENANCE

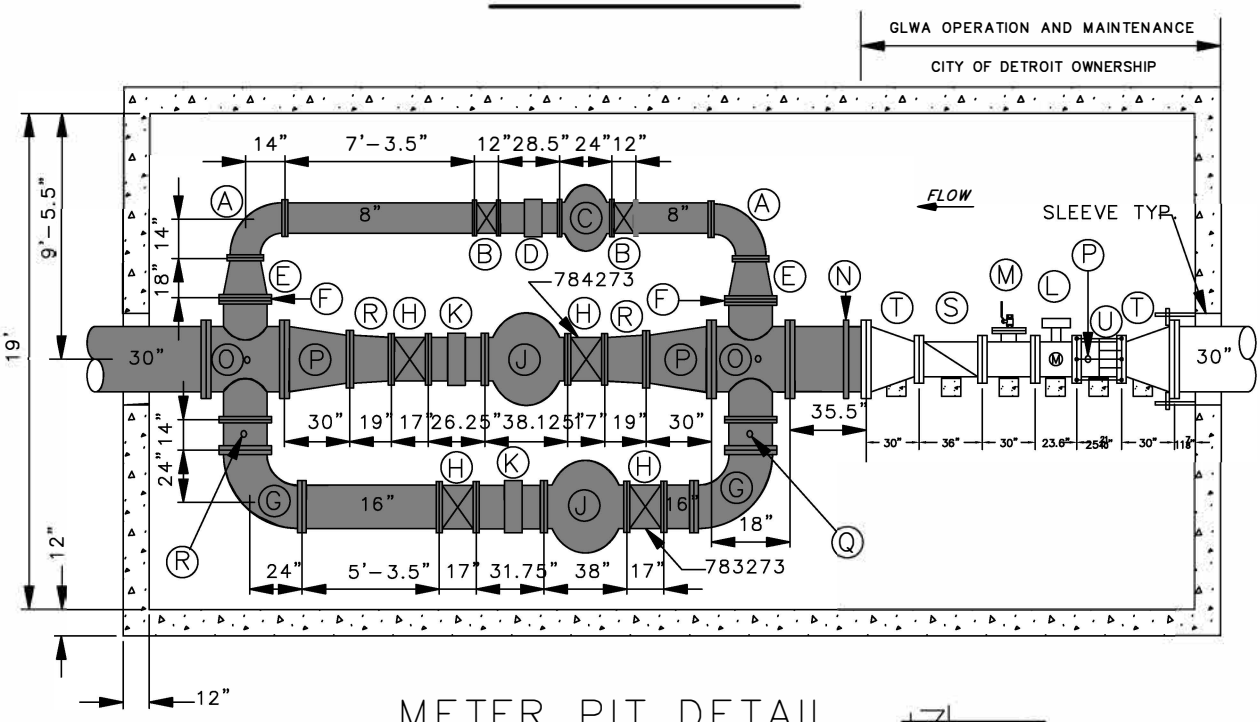
GLWA – GREAT LAKES WATER AUTHORITY
OPERATION AND MAINTENANCE
(CITY OF DETROIT OWNERSHIP)

SITE PLAN
NOT TO SCALE

LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

TY 07

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



METER PIT DETAIL

NOT TO SCALE

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

LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
L	1	MAG METER	16"
M	1	TEST TEE	16"X8"
N	1	30" DRESSER COUPLING	30"
O	2	30" X 16" TEE	30"X16"
P	2	30" X 18" REDUCER	30"X18"
R	2	18" X 16" REDUCER	18"X16"
S	1	CHECK VALVE	16"
T	1	REDUCER	30"X16"
U	1	RFCA	16"

CITY OF TROY OWNERSHIP & MAINTENANCE

(P) UPSTREAM PRESSURE TRANSMITTER, GLWA OPERATION AND MAINTENANCE CITY OF DETROIT OWNERSHIP

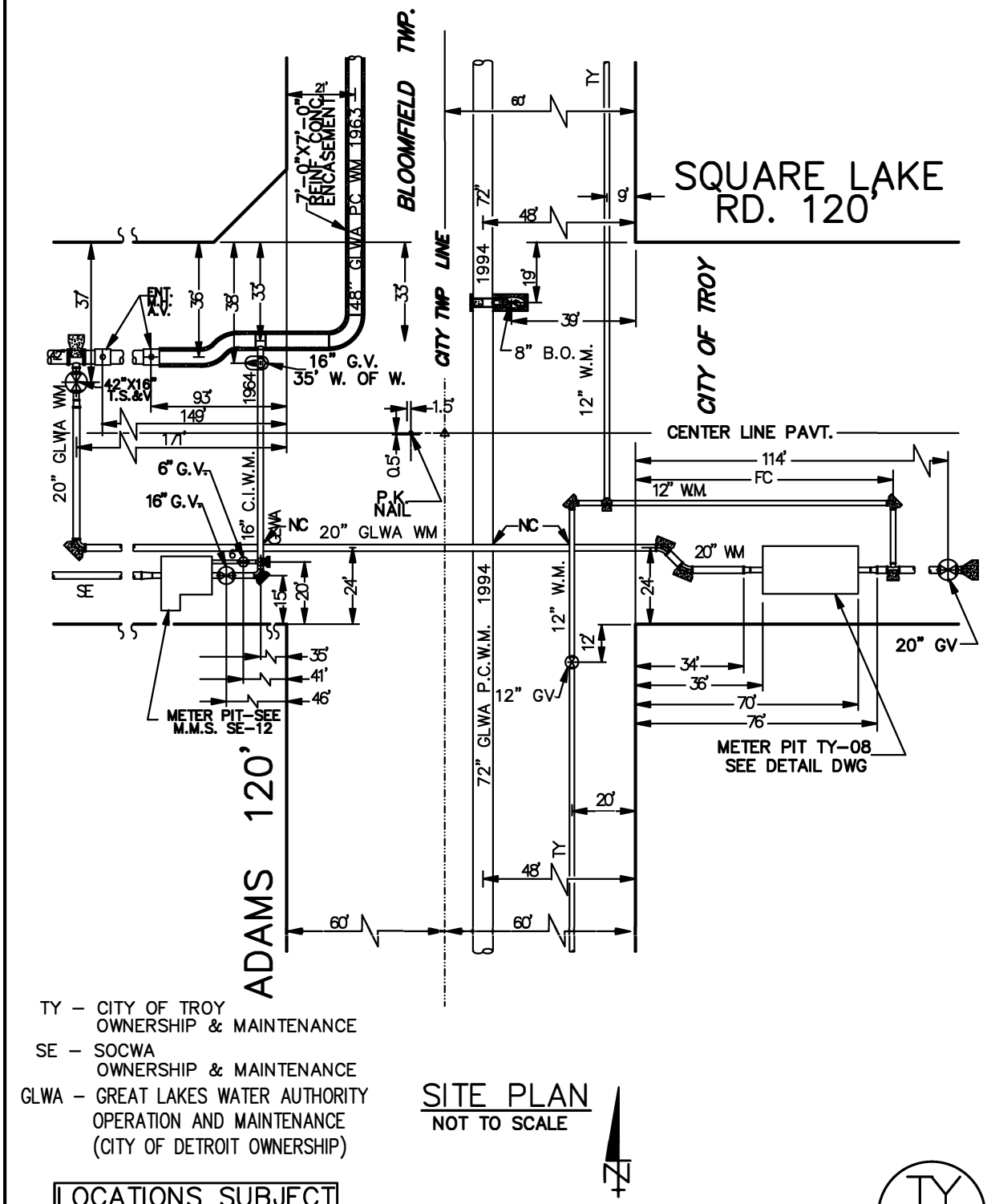
(Q) DOWNSTREAM PRESSURE TRANSMITTER, D.W.S.D. OWNERSHIP & MAINTENANCE

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

FEED TO _____ CITY OF TROY
FEED FROM _____ 84" D.W.S.D. TRANS. MAIN
TYPE OF METER _____ SIEMENS MAG5100W
SIZE OF METER _____ 16"
TYPE OF P.R.V. _____ 8") ROSS 16") ROSS
SIZE OF P.R.V. _____ 8" 16" X 2
METER NUMBER _____ PBD–M5194530
DATE METER SET _____ 11/13/2020
METER PIT CONST & SIZE _____ 40'–.0" X 19'–0" I.D., REINF. CONC.
SECTION MAP _____ 14–4 & 16–4
REMARKS _____
GATE BOOK _____ N–1095 & N–1145
DRAWN BY _____

TY 07

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



TY – CITY OF TROY
OWNERSHIP & MAINTENANCE

SE – SOCWA
OWNERSHIP & MAINTENANCE

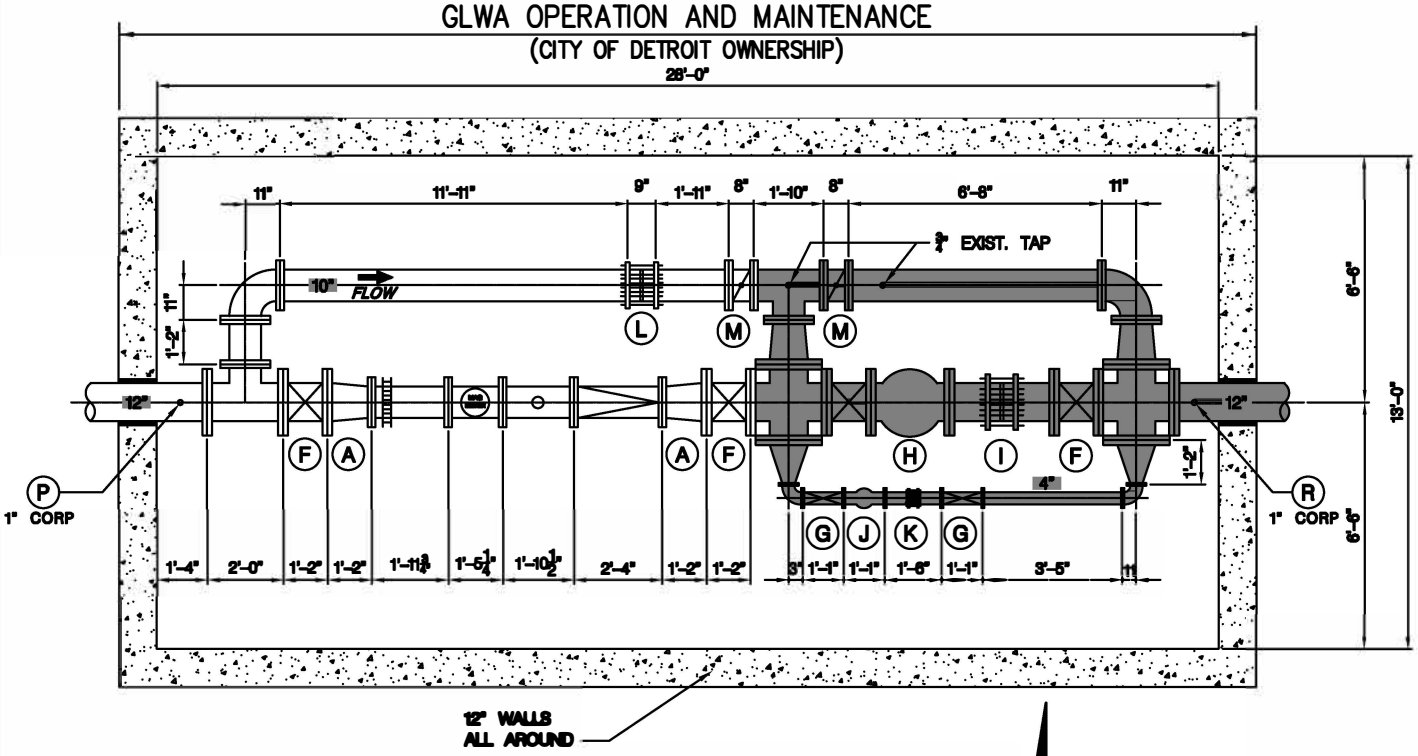
GLWA – GREAT LAKES WATER AUTHORITY
OPERATION AND MAINTENANCE
(CITY OF DETROIT OWNERSHIP)

SITE PLAN
NOT TO SCALE

LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

TY 08

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



METER PIT DETAIL

NOT TO SCALE

CITY OF TROY
OWNERSHIP AND MAINTENANCE

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

(P)–UPSTREAM PRESSURE TRANSMITTER, G.L.W.A. OPERATION & MAINTENANCE (CITY OF DETROIT OWNERSHIP)

(R)–OTHER PRESSURE TRANSMITTER, G.L.W.A. OPERATION & MAINTENANCE (CITY OF DETROIT OWNERSHIP)

LEGEND			
TAG	QTY	DESCRIPTION	SIZE
A	2	FLGD CONC REDUC DI F–F	12" X 10"
D	1	10"X1'–11.5" F–PE PIPE e3" TOL DI	10"
F	4	GATE VALVE	12"
G	1	GATE VALVE	10"
H	1	CAL–VAL	12"
I	1	DRESSER CPLG.	12"
J	1	GOLDEN ANDERSON PRV	4"
K	1	DRESSER CPLG.	10"
L	1	DRESSER CPLG.	10"
M	1	BFLY. V. BIF TYPE H	10"

ADDRESS ..... 2985 E. SQUARE LAKE ROAD
FEED TO ..... CITY OF TROY
FEED FROM ..... 42" GLWA TRANS. MAIN
TYPE OF METER ..... SIEMENS MAG 5100W
SIZE OF METER ..... 10" / DN 250
METER NUMBER 559603U335
DATE METER SET 1/16/16
TYPE OF PRV ..... GOLDEN ANDERSON CLA–VAL
SIZE OF PRV ..... 12" 4"
METER PIT CONST & SIZE ..... 28–0" X 13'–0" ID REINF CONC'
SECTION MAP 13–3
GATE BOOK N–1127
DRAWN BY ..... GLWA 10/20/17

TY 08

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EXHIBIT B

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

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

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

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EXHIBIT B

Table 1
Projected Annual Volume and Minimum Annual Volume

Fiscal Year Ending June 30	Projected Annual Volume (Mcf)	Minimum Annual Volume (Mcf)
2009	**630,000**	**315,000**
2010	**630,000**	**315,000**
2011	**576,000**	**288,000**
2012	**576,000**	**288,000**
2013	**576,000**	**288,000**
2014	**530,000**	**265,000**
2015	**543,000**	**271,500**
2016	**556,000**	**278,000**
2017	**569,000**	**284,500**
2018	**580,000**	**290,000**
2019	**580,000**	**290,000**
2020	**580,000**	**290,000**
2021	**580,000**	**290,000**
2022	**580,000**	**290,000**
2023	**580,000**	**290,000**
2024	**525,000**	**262,500**
2025	**525,000**	**262,500**
2026	**525,000**	**262,500**
2027	**525,000**	**262,500**
2028	*525,000*	*262,500*
2029	*525,000*	*262,500*
2030	*525,000*	*262,500*
2031	*525,000*	*262,500*
2032	*525,000*	*262,500*
2033	*525,000*	*262,500*
2034	*525,000*	*262,500*
2035	*525,000*	*262,500*
2036	*525,000*	*262,500*
2037	*525,000*	*262,500*
2038	*525,000*	*262,500*

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EXHIBIT B

Table 2
Pressure Range and Maximum Flow Rate

Calendar Year (Reopener Schedule in bold type)	Pressure Range (psi) Meter TY-01		Pressure Range (psi) Meter TY-03		Pressure Range (psi) Meter TY-04		Pressure Range (psi) Meter TY-06		Pressure Range (psi) Meter TY-07		Pressure Range (psi) Meter TY-08	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
2008	**35**	**74**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2009	**35**	**74**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2010	**35**	**74**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2011	**35**	**74**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2012	**35**	**74**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2013	**50**	**75**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2014	**50**	**75**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2015	**50**	**75**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2016	**50**	**75**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2017	**50**	**75**	**51**	**77**	**114**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2018	**50**	**75**	**51**	**77**	**120**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2019	**50**	**75**	**51**	**77**	**120**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2020	**50**	**75**	**51**	**77**	**120**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2021	**50**	**75**	**51**	**77**	**120**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2022	**50**	**75**	**51**	**77**	**120**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2023	**50**	**75**	**51**	**77**	**120**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2024	**50**	**75**	**51**	**77**	**120**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2025	**50**	**75**	**51**	**77**	**120**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2026	**50**	**75**	**51**	**77**	**120**	**149**	**87**	**111**	**72**	**96**	**104**	**134**
2027	*50*	*75*	*51*	*77*	*120*	*149*	*87*	*111*	*72*	*96*	*104*	*134*
2028	*50*	*75*	*51*	*77*	*120*	*149*	*87*	*111*	*72*	*96*	*104*	*134*
2029	*50*	*75*	*51*	*77*	*120*	*149*	*87*	*111*	*72*	*96*	*104*	*134*
2030	*50*	*75*	*51*	*77*	*120*	*149*	*87*	*111*	*72*	*96*	*104*	*134*
2031	*50*	*75*	*51*	*77*	*120*	*149*	*87*	*111*	*72*	*96*	*104*	*134*
2032	*50*	*75*	*51*	*77*	*120*	*149*	*87*	*111*	*72*	*96*	*104*	*134*
2033	*50*	*75*	*51*	*77*	*120*	*149*	*87*	*111*	*72*	*96*	*104*	*134*
2034	*50*	*75*	*51*	*77*	*120*	*149*	*87*	*111*	*72*	*96*	*104*	*134*
2035	*50*	*75*	*51*	*77*	*120*	*149*	*87*	*111*	*72*	*96*	*104*	*134*
2036	*50*	*75*	*51*	*77*	*120*	*149*	*87*	*111*	*72*	*96*	*104*	*134*
2037	*50*	*75*	*51*	*77*	*120*	*149*	*87*	*111*	*72*	*96*	*104*	*134*

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EXHIBIT B

Table 2 (continued)
Pressure Range and Maximum Flow Rate

Calendar Year (Reopener Schedule in bold type)	Pressure Range (psi) Meter TY-02		Maximum Flow Rate (mgd)	
	Min	Max	Max Day	Peak Hour
2008	**NA**	**NA**	**35.0**	**55.0**
2009	**NA**	**NA**	**35.0**	**55.0**
2010	**NA**	**NA**	**28.0**	**38.0**
2011	**NA**	**NA**	**28.0**	**38.0**
2012	**NA**	**NA**	**28.0**	**38.0**
2013	**NA**	**NA**	**28.0**	**39.0**
2014	**NA**	**NA**	**28.0**	**39.0**
2015	**NA**	**NA**	**29.0**	**39.0**
2016	**NA**	**NA**	**29.0**	**40.0**
2017	**NA**	**NA**	**29.0**	**40.0**
2018	**NA**	**NA**	**27.0**	**40.0**
2019	**NA**	**NA**	**27.0**	**40.0**
2020	**NA**	**NA**	**27.0**	**40.0**
2021	**NA**	**NA**	**27.0**	**40.0**
2022	**NA**	**NA**	**27.0**	**40.0**
2023	**55**	**80**	**27.3**	**40.3**
2024	**55**	**80**	**27.3**	**40.3**
2025	**55**	**80**	**27.3**	**40.3**
2026	**55**	**80**	**27.3**	**40.3**
2027	*NA*	*NA*	*27.3*	*40.3*
2028	*NA*	*NA*	*27.3*	*40.3*
2029	*NA*	*NA*	*27.3*	*40.3*
2030	*NA*	*NA*	*27.3*	*40.3*
2031	*NA*	*NA*	*27.3*	*40.3*
2032	*NA*	*NA*	*27.3*	*40.3*
2033	*NA*	*NA*	*27.3*	*40.3*
2034	*NA*	*NA*	*27.3*	*40.3*
2035	*NA*	*NA*	*27.3*	*40.3*
2036	*NA*	*NA*	*27.3*	*40.3*
2037	*NA*	*NA*	*27.3*	*40.3*

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EXHIBIT B

Table 3
Flow Split Assumptions

Meter	Assumed Flow Split (2023-2026)
TY-01	0 – 3 %
TY-02	0 – 15 %
TY-03	0 – 20 %
TY-04	10 – 60 %
TY-06	0 – 15 %
TY-07	0 – 10 %
TY-08	5 – 10 %

Table 4
Addresses for Notice

If to GLWA:	**If to Customer:**
General Counsel Great Lakes Water Authority 735 Randolph Street, Suite 1901 Detroit, Michigan 48226	City Clerk City of Troy 500 West Big Beaver Troy, Michigan 48084 cc: Director of Public Works

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500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY OF TROY
OAKLAND COUNTY, MICHIGAN
RESOLUTION

At a Regular meeting of the Troy City Council held on Monday, June 27, 2022, the following Resolution was passed:

J-8 Scheduled Contract Reopener with Great Lakes Water Authority – Amendment #4

Resolution #2022-06-094-J-8
Moved by Abrahim
Seconded by Chamberlain-Creanga

WHEREAS, In 2008, the City of Troy and Great Lakes Water Authority (GLWA) entered into a 30-year contract to provide water to the City of Troy which included a contract reopener in the 15th year to adjust factors used to develop annual water rates and allow opportunity for minor clarifications of contract language;

WHEREAS, These adjustment factors include pressures, peak hour, max day, and annual volumes in which the City of Troy has been able to control successfully through shifting peak hour usage into the exclusionary period of 11 P.M. to 5 A.M.;

WHEREAS, The City of Troy continues to educate and invest in community capital improvement projects as required in this contract;

NOW THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the attached Amendment #4 to the 30-year contract to provide wholesale water between the City of Troy and Great Lakes Water Authority, as recommended by the City Administration, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: All-7
No: None

MOTION CARRIED

I, M. Aileen Dickson, duly appointed City Clerk of the City of Troy; do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Troy City Council at a Regular Meeting duly called and held on Monday, the Twenty-seventh day of June, 2022.

M. Aileen Dickson

M. Aileen Dickson, MMC, MiPMC II
City Clerk

DocuSign Envelope ID: F8F0DF0E-9F14-42F3-8E24-B083F12DF1F7

GLWA
Great Lakes Water Authority

Board of Directors
735 Randolph Street, Suite 1900
Detroit, Michigan 48226
(313) 224-4785

Great Lakes Water Authority Board of Directors

General Certification

The undersigned hereby certifies that (i) the Resolution **2022-302** regarding **"Proposed Amendment No. 4 to Water Service Contract with City of Troy"** attached hereto is a true and complete copy of the Resolution duly passed by the Great Lakes Water Authority Board of Directors at a meeting held on July 27, 2022 at which meeting a quorum was present and remained throughout, (ii) the original thereof is on file in the records of the Great Lakes Water Authority Board of Directors, (iii) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended); and (iv) Minutes of such meeting were kept and will be or have been made available as required thereby.

YES:	Freman Hendrix, Brian Baker, Gary A. Brown, and John J. Zech
NO:	None
ABSTAIN:	None
EXCUSED:	Jaye Quadrozzi and Beverly Walker-Griffea

Dated: July 27, 2022

Rechanda L. Willis

By: Rechanda L. Willis
Title: Executive Board Assistant

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.16.

Date: March 19, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Kurt Bovensiep, Public Works Director
G. Scott Finlay, City Engineer
Emily Ause, Senior Civil Engineer

Subject: Clinton River Watershed Council Membership and Services 2026-31

History

In 2001, the City of Troy resolved to become a member of the Clinton River Watershed Council (CRWC) as a local government to help meet the goal of protecting stormwater quality in the Clinton River Watershed (Resolution #2001-05-265). Our current contract expires on March 31, 2026; the new 5-year extension agreement will run through March 31, 2031.

The City of Troy receives many benefits as a member of the CRWC, including advocacy, stormwater permit compliance assistance, annual reporting to the State of Michigan, stormwater education presentations and workshops, stream leaders K-12 education program, Adopt-A-Stream citizen science and stewardship, RiverSafe/LakeSafe homeowner education, fact sheets, articles, brochures, tip cards, dog waste, watershed friendly fertilizer sticker program and assistance with meeting the requirements of the National Pollutant Discharge Elimination System (NPDES) stormwater regulations.

Financial

The City of Troy budgets the annual membership dues for stormwater permit compliance in Drains and Administration account 101.445.516.958

Recommendation

City Staff recommends approval of the 5-year extension agreement for services, valued at $12,300, for the current year, and continued membership with the CRWC (2026 membership dues were $5,000). Membership is required for the educational services provided by the CRWC which support our MS4 Permit.

Legal Review

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.

Suggested Resolution:
RESOLVED, That Troy City Council hereby **APPROVES** the Membership and Agreement for Services between the City of Troy and the Clinton River Watershed Council for stormwater education for MS4 stormwater permit, and the Mayor and City Clerk are **AUTHORIZED** to execute the documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

CLINTON RIVER WATERSHED COUNCIL

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement") is effective as of April 1, 2026 (the "Effective Date"), and is entered into by and between, THE CLINTON RIVER WATERSHED COUNCIL, a Michigan nonprofit corporation, whose address is 1115 W. Avon Road, Rochester Hills, MI 48309 ("Contractor"), ***and*** City of Troy, a City, whose address is 500 W. Big Beaver Rd Troy, MI 48084 ("Client"). Contractor and Client are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS Contractor is in the business of providing certain educational services regarding the Clinton River Watershed and stormwater management;

WHEREAS Client desires to engage Contractor to provide certain public education services relevant to the Clinton River Watershed and stormwater management for the purpose of fulfilling Client's National Pollution Discharge Elimination System ("NPDES") Stormwater Permit requirements for its Public Education Plan ("PEP"); and

WHEREAS the Parties mutually desire to set forth their understandings with respect to Contractor's Services (as defined below) and have agreed to provide and receive such Services pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, in order to accomplish the foregoing purposes, **THE PARTIES AGREE AS FOLLOWS**:

1. **Services**. Contractor shall provide Client with the relevant Stormwater Public Education Services as set forth in **Exhibit A** attached hereto (collectively, the "Services") The Services are designed for the purpose of fulfilling Client's public education requirements for a Municipal Stormwater Program (MS4) Permit from the State of Michigan and its relevant departments and agencies (collectively, the "State"). By providing the Services, Contractor does not guarantee Client's approval of the public education requirements for an MS4 Permit, or any other approval sought by Client. Contractor is not obligated to provide any services that are not expressly listed on **Exhibit A** hereto. Notwithstanding the foregoing, the Parties understand and acknowledge that: (a) Contractor is providing the Services subject to the approval and direction of the State; and (b) the State may amend, modify, or update the Services, or the scope thereof, from time to time. As such, Contractor reserves the right to amend, modify, or update the Services accordingly, and any such amendment, modification or update to the Services by Contractor will not be considered a breach of this Agreement. Contractor, in its sole discretion, may perform the Services

through: (a) Contractor's staff; (b) Contractor's volunteers; and/or (c) third-party contractors and/or volunteers. The Parties agree to cooperate in good faith in the preparation, performance, and carrying out of the Services.

2. **Consideration**.

   a. **Lump Sum Payments**. Client shall pay Contractor for the Services as follows:

      i. Annual Payments. By the Effective Date, Client shall pay Contractor annually a lump sum payment for the Services to be provided by Contractor for the then upcoming calendar year (the "Annual Payment"). The Annual Payment shall be due on or before April 1st of each calendar year during the Term, beginning in 2026. Client shall pay Contractor the first Annual Payment in the amount of twelve thousand three hundred dollars and zero cents; $12,300 on or before April 1, 2026. The Annual Payment shall be payable via immediately available U.S. Dollars.

      ii. Annual Payment Increase. Following the first Annual Payment, each subsequent Annual Payment shall increase by the greater of: (x) five percent (5%) of the previous year's Annual Payment; or (y) the percentage increase in the Consumer Price Index (CPI) for All Urban Consumers, as published by the U.S. Bureau of Labor Statistics, for the twelve-month period ending on December 31 of the preceding calendar year. Notwithstanding the foregoing, in any given year during the Term, if the Annual Payment is increased pursuant to (y) above, and such percentage increase is greater than ten percent (10%) of the previous year's Annual Payment, then Contractor shall have the right to reopen this Agreement for negotiation, and such event will not constitute a breach of this Agreement by Contractor. Any renegotiation of this Agreement shall be conducted by the Parties in good faith.

   b. **Local Government Membership**. In addition to the Initial Payment and the Annual Payments above, Client shall commence, or, if already commenced continue, a Local Government Membership with Contractor, pursuant to the terms thereof. Client shall maintain its Local Government Membership with Contractor for at least the duration of the Term of this Agreement, including timely payment of annual membership dues owed to Contractor thereunder. Contractor may bill Client separately for any Local Government Membership dues owing.

3. **Term**. The term of this Agreement shall commence on the Effective Date (as defined above), and shall expire at 11:59 p.m. on March 31, 2031, unless otherwise earlier terminated in writing pursuant to the terms herein (the "Term").

4. **Materials; Ownership; Amended and Updated Materials**. Any and all items, models, documents, pamphlets, brochures, tip cards, handouts, notes, data, plans, reports, diagrams, letters, emails, correspondence, newsletters, articles, PowerPoints, flash drives, and any other written or electronic instruments, items, or correspondence provided by Contractor to Client in connection with the Services (collectively, the "Materials"), shall be used by the Client solely for the purpose of providing public education services to the public pursuant to this Agreement. Such Materials may be reasonably reproduced and distributed by Client in furtherance of this Agreement and the Services described herein, except that Client must not materially alter the content or substance thereof. For purposes of this Agreement "materially alter" will not include adding Client's name and/or logo to the Materials prior to distributing or publishing same pursuant to this Agreement. Notwithstanding the foregoing, Client must not, at any time, remove Contractor's logo from any Materials. Contractor shall retain ownership of the original Materials, and reserves the right to revise, amend, update, reproduce, and/or distribute the Materials for any purpose, in Contractor's sole and absolute discretion. In the event Contractor provides amended or updated Material(s) to Client, Client agrees to obey Contractor's reasonable instructions in the removal, return and/or destruction of the prior Material(s).

5. **Publicity**. Client agrees that Contractor may, in its sole discretion, identify Client as Contractor's client in internal and external communications, including on Contractor's website, outreach materials, social media, and correspondence.

6. **Independent Contractor Status**. The relationship between the Parties is that of independent contracting parties. Nothing contained in this Agreement or the course of conduct between the Parties will be considered to form a partnership, employment relationship, or any other relationship, except that of an independent contractor. In the performance of the Services under this Agreement, Contractor is an independent contractor with the exclusive authority to control and direct the performance of the Services. Neither Party has the right to bind nor obligate the other to any third party or commitment in any manner.

7. **Termination**.

   a. Termination by Contractor. Contractor may terminate this Agreement at any time, for any reason or no reason, by providing sixty (60) days prior written notice of such termination to Client. In such event, Contractor will reimburse to Client the prorated amount of the Annual Payment apportioned from the date that the termination is effective through the remainder of the then current Annual Payment year, unless Client is in default of this Agreement. For the avoidance of doubt, the

"date that the termination is effective" means the date that this Agreement terminates, and not the date on which the termination notice is given.

b. Termination by Client. Client may terminate this Agreement at any time, for any reason or no reason, by providing sixty (60) days prior written notice of such termination to Contractor, subject to the provisions of this Paragraph 7. In such event, Contractor will reimburse to Client the prorated amount of the Annual Payment apportioned from the date that the termination is effective through the remainder of the then current Annual Payment year, unless Client is in default of this Agreement. For the avoidance of doubt, the "date that the termination is effective" means the date that this Agreement terminates, and not the date on which notice of termination is given. Contractor may, in its sole discretion, waive all or part of the foregoing notice period in writing. Client understands and agrees that Contractor will invest substantial time, funds and materials to provide the specialized Services to Client for the benefit of Client and Client's sought approvals from the State of Michigan.

c. Effect of Termination. Upon either Party's termination pursuant to this Paragraph 7, all rights, duties, and obligations under this Agreement shall cease, and this Agreement shall be deemed of no further effect, except as otherwise expressly stated to survive termination herein. Notwithstanding anything to the contrary herein, the expiration or termination of this Agreement, for any reason or no reason, will not release either Party from any obligation or liability to the other Party, including any payment obligation(s), that have accrued prior to the expiration or termination date hereof.

8. **Default**. In the event of any breach or default by Client under this Agreement, which is not cured by Client within thirty (30) days after receipt of written notice from Contractor of such breach or default, Contractor may immediately terminate this Agreement, in which case this Agreement shall be terminated, and the Parties shall have no further rights and obligations under this Agreement, except as expressly provided herein. Notwithstanding the foregoing, the termination of this Agreement under this paragraph will not release either Party from any obligation or liability to the other Party, including any payment obligation(s), that have accrued prior to the termination date hereof. Contractor's right to terminate this Agreement pursuant to this Paragraph 8 shall be cumulative and in addition to any and all other rights and remedies available to Contractor, whether in this Agreement, at law, and/or in equity.

9. **Waiver and Release**. Client acknowledges that participation in the Services and any events related thereto is voluntary and may subject Client and Client's agents and representatives to the possibility of physical injury (which could be minimal, serious, and/or result in death), and/or mental/emotional injury (collectively, the "Risks"). Accordingly, to the

maximum extent permitted by law, Client assumes the Risks and agrees, for itself and for its agents, representatives, officers, employees, volunteers, officials, members, insurers, and legal representatives (collectively, the "Releasing Parties") to voluntarily release and hold harmless Contractor, and its past, future, and present board members, managers, members, officers, directors, partners, agents, employees, contractors, volunteers, successors, assigns, and any such affiliates (collectively, the "Released Parties") from any and all losses, claims, causes of action, demands, liability, damages, and attorneys' fees and costs whatsoever, whether direct or indirect, whether foreseeable or unforeseeable, whether presently or which may later accrue, arising from, related to, or resulting in any way from Client's or Client's agent(s)' participation and/or involvement in the Services and/or the Risks, except those caused by the gross negligence or intentional misconduct of any or all of the Released Parties.

The terms of this Paragraph shall survive the termination and expiration of this Agreement.

10. **Indemnification**. To the maximum extent permitted by law, subject to and without waiving any applicable governmental immunities, Client shall indemnify, defend, and hold harmless Contractor and its past, future, and present board members, managers, members, officers, directors, partners, agents, employees, contractors, volunteers, successors, assigns, and any such affiliates (collectively, "Indemnified Parties") against any and all losses, claims, causes of action, demands, judgments, orders, damages, expenses, fees (including reasonable attorney fees), penalties, fines, and/or liabilities, whether at law or in equity, in any way arising from, related to, or in connection with: (a) Client's breach or default of this Agreement; (b) the gross negligence and/or intentional misconduct of Client or its agents, representatives, or employees; and/or (c) the inaccuracy and/or incompleteness of any Materials or information provided by or on behalf of Client except those caused by the gross negligence or intentional misconduct of any or all of the Indemnified Parties.

    The terms of this Paragraph shall survive the termination and expiration of this Agreement.

11. **Notices**. Any notice or consent required to be given pursuant to this Agreement or otherwise desired to be delivered by one Party to the other, shall be effective only if in writing and either: (a) personally delivered to such party at its address set forth below (or to such other place as the Party to receive such notice shall have specified by notice in advance thereof); (b) by Federal Express or other similar next business day air courier; or (c) sent by electronic mail (i.e. email), with confirmation of transmission, at the email addresses below. Notice shall be deemed given upon personal delivery or sending of an email (with confirmation of transmission), or one (1) business day following deposit with an air courier. Notices shall be deemed properly addressed if given at the following:

a. If to Contractor:
CLINTON RIVER WATERSHED COUNCIL
Attn: Executive Director
1115 W. Avon Road,
Rochester Hills, MI 48309
Email: jennifer@crwc.org

WITH A REQUIRED COPY TO (which shall not constitute notice):

KIRK, HUTH, LANGE & BADALAMENTI, PLC
Attn: Robert S. Huth, Jr., Esq. & Mitchell W. Paquette, Esq.
19500 Hall Road, Suite 100
Clinton Township, MI 48038
Email: rhuth@kirkhuthlaw.com
mpaquette@kirkhuthlaw.com

b. If to Client:
CITY OF TROY – ENGINEERING DEPARTMENT
Attn: City Engineer
500 W Big Beaver Rd
Troy, MI 48084
Email: cityengineer@troymi.gov

WITH A REQUIRED COPY TO (which shall not constitute notice):
CITY OF TROY – ATTORNEY'S OFFICE
Attn: City Attorney
500 W Big Beaver Rd
Troy, MI 48084
Email: cityattorney@troymi.gov

12. **Representations and Warranties**. Client hereby represents and warrants to Contractor that: (a) Client has the requisite power and authority to enter into this Agreement and this Agreement is a valid, binding obligation on Client, enforceable according to its terms; and (b) the person(s) signing this Agreement on behalf of Client have the requisite power and authority to sign on behalf of Client, including the power to bind Client to this Agreement.

13. **Waiver**. A Party's failure to exercise a right or remedy, or its acceptance of a partial or delinquent payment under this Agreement will not operate as a waiver of any of that Party's rights or remedies under this Agreement, at law, or in equity, and will not operate as a waiver of any Party's right to declare an immediate default under this Agreement. Client understands and agrees that delays in Client's performance of its obligations herein may

delay the Services provided by Contractor, and that such delay by Contractor will not constitute a breach of this Agreement by Contractor.

14. **Force Majeure**. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including without limitation: (1) acts of God; (2) flood, fire, earthquake, or explosion; (3) war, invasion, terrorist threats, acts, riots, epidemics, pandemics, or other serious public health issues or other civil unrest; (4) government order or law; and/or (5) action by any governmental authority. The Party suffering a Force Majeure event shall give prompt notice to the other Party upon the discovery thereof, stating the period of time the occurrence is expected to continue, and shall use diligent efforts to mitigate the effects of the Force Majeure relevant to this Agreement and/or the Services. The Party suffering a Force Majeure event shall resume the performance of its obligations as soon as reasonably practicable, but if the Force Majeure event remains uncured for a period of thirty (30) days following written notice given by the Party suffering a Force Majeure event under this Paragraph 14, the other party may terminate this Agreement on written notice to the Party suffering a Force Majeure event.

15. **Incorporation of Recitals and Exhibits**. The Recitals to this Agreement and all Exhibits referred to in this Agreement are hereby expressly incorporated by this reference and made a part of this Agreement as though more fully stated herein.

16. **Entire Agreement; Modification**. This Agreement sets forth the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes all prior and contemporaneous agreements and understandings, whether express or implied, and whether oral or written. This Agreement may only be modified by written instrument signed by all Parties.

17. **Governing Law; Venue**. This Agreement shall be construed and governed in accordance with the laws of the State of Michigan. Any actions arising under or concerning this Agreement must be brought in Macomb County, Michigan.

18. **Assignment and Delegation; Successors and Assigns**. Neither Party shall assign nor delegate this Agreement without prior written notice to the other Party. Any purported assignment or delegation under this Agreement in violation of this Paragraph 18 shall be deemed null, void, and of no effect. This Agreement shall be binding on and shall inure to the benefit of the Parties to this Agreement and their permitted successors and assigns.

19. **Performance**. If the time for the performance of any obligation under this Agreement expires or is due on a Saturday, Sunday or bank holiday in the State of Michigan, the time for such performance shall be extended to the next succeeding day which is not a Saturday, Sunday or bank holiday in the State of Michigan.

20. **Severability**. If any one or more of the provisions of this Agreement shall be deemed invalid, illegal, or unenforceable in any respect under applicable law or decision, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

21. **Survival**. All provisions which by their terms or by reasonable implication may be performed after termination of this Agreement shall survive termination of this Agreement.

22. **Counterparts and Signatures**. This Agreement may be executed in identical counterparts, each of which shall be deemed an original, but all of which taken together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, pdf, electronic mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Electronic signatures, whether digital or encrypted, including a digital signature delivered via DocuSign or Adobe Sign, shall be deemed an original signature having the same legal effect as its manual signature, and shall legally bind the Parties.

CLINTON RIVER WATERSHED COUNCIL

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates listed below the respective signature lines.

CONTRACTOR:

Clinton River Watershed Council

_____
By:_____
Its:_____
Date:_____

_____
By:_____
Its:_____
Date:_____

CLIENT:

_____

_____
By:_____
Its:_____
Date:_____

_____
By:_____
Its:_____
Date:_____

As approved at the _____
meeting on _____ (Date)

CLINTON RIVER WATERSHED COUNCIL

Appendix A

BMP IDENTIFIER	BMP DESCRIPTOR	PARTNER COLLABORATION	TARGET AUDIENCE	FREQUENCY	RESPONSIBLE PARTY	MEASURABLE GOAL
Watershed Wide Activities						
River Day	River Day is designed to encourage appreciation and recreational use of the waterways of the Clinton River and Lake St. Clair and to celebrate the leadership of local citizens, organizations, and communities whose efforts are critical to protecting and enhancing the overall quality of the Clinton River watershed. CRWC will recruit, host and promote events. MS4 permit communities will promote River Day events.	YES	Citizens including the general public and county and municipal employees	Annually	CRWC	CRWC will promote and publicize a minimum of 15 events annually.
Clinton Cleanup	Clinton Cleanup is an annual effort to coodinate multiple clean-ups of local water resources and green spaces. CRWC will recruit, host and promote events. MS4 permit communties will promote Clinton Clean Up events. Recruitment of volunteers is targeted to the general public, as wells as commerical, industrial and corporate partners.	YES	Citizens including the general public and corporate employees/volunteers	Annually In April	CRWC	CRWC will host and recruit hosts to facillitate a minumum of 12 events annually 150 volunteers resulting in at least 1,000 pounds of trash removed.
Weekly Clean	CRWC will recruit, host and promote weekly clean up in the watershed. Recruitment of volunteers is targeted to general public as well as commerical, industrial and corporate partners.	YES	Citizens including the general public and corporate employees/volunteers	30-31 weeks a year	CRWC	CRWC will host weekly events beginning in April through the end of October, with a total volunteer count of 375 and approximately 3,000 lbs of trash removed annually.
		YES				

School Program - Clinton River Water Festival at Oakland University	Participate in the Clinton River Water Festival at Oakland University, providing staff for event planning, registration, volunteer guiding, and presentations at the festival. CRWC and Oakland County representatives serve on the planning committee that meets a minimum of 5 times annually. This water festival educates students in the Oakland County portion of the Clinton River watershed.		4th-5th grade students, teachers; corporate volunteers	Annually in May	Oakland CRWC	Maintain a level of 750 students per year plus 150 adults chaperones and teachers and 100 volunteers.
School Program - Lake St. Clair Water Festival at Macomb Community College	Participate in the Lake St. Clair Water Festival, providing staff for event planning, registration, volunteer guiding, and presentations at the festival. CRWC and Macomb County Public Works representatives serve on the planning committee that meets a minimum of 10 times annually. This water festival educates students in the the the Clinton River, Lake. St. Clair, and Anchor Bay (sub)watersheds.	YES	4th-5th grade students,teachers; corporate volunteers	Annually in May	Macomb CRWC	Maintain a level of 1300 participants.
Stormwater Management Forum	CRWC will plan, promote, and host quarterly stormwater management forums. These forums bring decision makers and stakeholders within our watershed together to share information and discuss relevant topics in stormwater management.	YES	County and Municipal Employees, NGO/NPO employees, MS4 permittees, City Councils, engineers, city planners, public works operators, industrial and commercial facilities management and employees.	Quarterly	CRWC	CRWC will host quarterly forums, at least 1 presenter at each forum with a minimum of 15 attendees.
Stormwater Education: Community Presentations and Workshops	Presentation on watersheds, stormwater pollution, green infrastructure, and lifestyle practices that preserve and protect water resources. (CRWC will host a minimum of 2 in each subwatershed.) Topics will vary and will be based on host subwatershed requests. CRWC will communicate with webmasters and communication staff of the MS4 permittees community to ensure promotion of events.	YES	Citizens including the general public and county and municipal employees	Annually	CRWC	CRWC will provide minimum 14 per year (2 per subwatershed). Attendance is tracked via sign-in sheets and submitted in the biennial report.

Adopt-A-Stream Training Workshops	Adopt A Stream training includes one 1.5-hour workshop on watersheds, stormwater pollution, watershed friendly practices, and training in volunteer monitoring procedures including macroinvertebrate collection and physical assessment. (Minimum of one 3 hr workshop per subwatershed) Bug Identification Workshops are also held to ensure that each team has at least one bug certified member.	YES	Citizens including the general public and county and municipal employees	Continuous	CRWC	CRWC will provide minimum 7 AAS trainings annually (1 per subwatershed). Minimum 2 Bug ID trainings annually.
Adopt-A-Stream Volunteer Water Quality Monitoring Program	Adopt-A-Stream is a volunteer-based initiative that empowers community members to protect local streams and rivers by monitoring water quality. Volunteers are trained, teamed-up, assigned sites, given equipment and data sheets then sent out into the field to gather data. Coordination of volunteer monitoring teams at pre-selected sites.	YES	Citizens including the general public and county and municipal employees	Biannually	CRWC	CRWC staff and volunteers will monitor a minimum of 35 locations, with a minimum of 250 volunteers on the first Saturday in May and the first Saturday in October.
Subwatershed Website	Hosted by CRWC website; features subwatershed map, photos, description, events and links to education resources.	YES	Citizens including the general public and county and municipal employees	Continuous	CRWC	CRWC will continue to maintain page and update information and verify participating communites links to this website. Website admin (CRWC) can view number of website hits and will submit in biennial report.
Stream Leaders Student River Monitoring Program	The mission of the Stream Leaders program is to raise young people's awareness of the importance of water quality; and to help cultivate a connection to a Great Lakes stewardship identity. This is accomplished through a multidisciplinary, place-based initiative that provides students with an educational experience in water quality monitoring, data interpretation, and citizen action. Students and teachers perform biological, physical, and chemical stream monitoring assessments. They then interpret and analyze stream data and submit it to CRWC to corroborate.	YES	K-12th grade students, teachers and chaperones	Program is continuous; Actual monitoring events in April/May and October.	CRWC	CRWC will retain participation of a minimum of 15 schools per year, weather permitting. CRWC will work towards recruiting an additional 10 schools during the 5-year permit cycle.

RiverSafe LakeSafe	Educational outreach survey tool offering homeowners the opportunity to become certified "RiverSafe LakeSafe" by CRWC if they commit to the series of household water quality BMPs at home that reduce stormwater pollution and protect local fresh surface waters. Encourage MS4 permit communities to become certified and promote through City Council, beautification boards, planning committees, or other local committees.	YES	Home/Property owners	Continuous	CRWC	CRWC will add a minimum of 15 new certifications a year
WaterTowns	CRWC's place making initiative focused on connecting communities to their waterways through education, green infrastructure, history, art and ecology. Municipalities are equipped with complete shovel ready green infrastructure project designs custom for their community and are given the opportunity to implement a GI project, providing an educational opportunity for the public to get involved through native plantings, educational signage, etc.	YES	Municipal Employees, property developers, general public	Continuous	CRWC	CRWC will work with communities to add: 1 new community, and/or 2 projects implemented, and/or 2 projects in design/planning phase annually.
Stormwater Education: Industrial and Commercial Facilities	CRWC will provide educational materials and BMP fact sheets to industrial and commercial facilities. Target 2 industrial/commercial sectors per year.	YES	Employees and property owners at industrial and commercial facilities. Property developers, planners, engineers.	Continuous	Macomb; Oakland; CRWC; MS4 Permittees	CRWC will target 2 sectors per year and distribute BMP fact sheets through annual email blast to designated contact at each facility, with the assistance of MS4 permittees as practicable. Track distribution via list of businesses and emails sent.
Stormwater Education: Industrial and Commercial Facilities	Attend Regional Chamber of Commerce Networking events to build relationships with business owners and share information related to stormwater pollution prevention for business/industry.	YES	Employees and property owners at industrial and commercial facilities. Property developers, planners, engineers.	Continuous	CRWC	CRWC will attend a minimum of 2 events annually.
Social Media Outreach	Use social media platforms (Facebook, Twitter, Instagram) to collaborate among partners for cross	YES	Citizens including the general public and	Continuous	CRWC; MS4 Permittees	CRWC will provide social media templates or content to share

	promotion of events, fundraisers, news, education, and community announcements.		county and municipal employees			educational topics surrounding stormwater, at least 6 per year. Examples may include a social media friendly version of a BMP flyer, tips for yard maintenance, infographics on stormwater impacts, etc. These templates are to be distributed by MS4 permittees, Oakland County, and Macomb County as practicable throughout the year. Track total monthly response and interactions such as likes, comments, and shares on Facebook, likes, responses, and retweets on Twitter, and likes on Instagram.
Residential GSI Education	CRWC will provide specific education on practices such as rain gardens, rain barrels, trees, native plants, and other residential nature-based stormwater management tools. Workshops, presentations, and materials will include information on reducing stormwater runoff and how GSI practices improve water quality and support native wildlife.	YES	Citizens including the general public, landowners, and waterfront residents	Continuous	CRWC; Macomb; Oakland; MS4 Permittees	CRWC will host at least 1 native plant sale and rain barrel sale each year. CRWC, Oakland County, and others will participate as an instructor for the annual virtual Master Rain Gardener program. Other partners' participation is encouraged, but may vary year to year. Number of participants taught by CRWC directly will be tracked and reported.CRWC will maintain working links to resources on its website about native plants, rain barrels, and rain gardens and track hits.
Storm Drain Awareness Program	Through storm drain stenciling and murals, Adopt-A-Drain program, and mapping campaigns, draw awareness to storm drain connections to local water bodies.	YES	Citizens including the general public and county and municipal employees	Continuous	CRWC	CRWC will begin development of program in FY2025, pilot in FY2026, and fully implement in FY2027.
PEP Partner Meetings	CRWC will host quarterly meetings as an opportunity for the parties committed to PEP activities to share upcoming events, challenges, and to share program feedback.	YES	Program managers for PEP activities, including CRWC, Macomb, Oakland, and MSU-E	Quarterly	CRWC; Macomb; Oakland; MSU Extension	At least 4 meetings will be held each year, with the goal of each program manager other than CRWC attending at least 3 of the 4.

CLINTON RIVER WATERSHED COUNCIL

Community Specific Activites	**These items are to be reported by the communities in the SWMP. ALL items will be implemented by each community.**					
Presentations and Displays	Provide displays and presentations for water quality-related events upon request and availability of staff time display to public at least once in the next 5 years.	YES	Citizens including the general public and county and municipal employees	Minimum of once during 5-year permit cycle	MS4 Permittees; CRWC	Permittees will host display once during permit cycle
Regional Public Education Materials	Distribute resources available from SEMCOG including: Seven Simple Steps to Clean Water brochures, tip cards and kids activity sheets. Topics include: fertilizer, car care, pet care, household hazardous waste disposal, earth-friendly landscaping, water conservation and storm drain awareness. Materials are available on the Ours to Protect Website. at http://www.semcog.org/ourstoprotect.aspx	YES	Citizens including the general public and county and municipal employees	Annually	MS4 Permittees; CRWC	CRWC will distribute educational materials (pamphlets, brochures, tip cards) on request from MS4 permit communities, on various topics at community facilities and events. MS4 communities have an excel spreadsheet to track distribution.
Subwatershed Website	Hosted by CRWC website; features subwatershed map, photos, description, events and links to education resources. MS4 permittees will provide links to the CRWC website of their own websites.	YES	Citizens including the general public and county and municipal employees	Continuous	MS4 Permittees; CRWC	Permitees will provide working links to Web sites. MS4 permit communities have an excel document to track link locations and website hits.
Community Information	Write or distribute articles about watersheds, green infrastructure, watershed friendly practices for homeowners, and other stormwater pollution related topics for publication into existing municipal newsletters, e-newsletters and websites; Four articles per year will be given to MS4 permittees from CRWC for publication in newsletters and other publications. MS4 permittees will distribute these article to the public each year via print or digital media.	YES	Citizens including the general public and county and municipal employees	Annually	MS4 Permittees; CRWC	Permittees will distribute via print or digital media 4 articles per year, with articles provided by CRWC. Social media templates created by CRWC should be used to meet this goal as practicable.

Household Hazardous Waste Information	Permittees will provide working links to websites with information on household hazardous waste disposal, either through municipal programs or through county-wide programs. Examples include information on Macomb County Health Department waste drop off dates, Operation Medicine Cabinet information, NO HAZ website links, etc.	YES	Residents	Continuous	MS4 Permittees	Permittees will provide working links to websites. MS4 permit communities have an excel document to track link locations and website hits.
Recreational Vehicle Waste Dumpsites	Post links and/or locations to recreational vehicle (RV) waste dumpsites in the region on Southeast Michigan Council of Government's (SEMCOG) Ours to Protect Web site at: www.semcog.org/OursToProtect_HouseholdWaste.aspx or provide a link to Michigan RV dump sites (https://www.rvdumps.com/category/dump-stations/?tag=michigan&orderby=title&order=asc) on Oakland County Waste Resource Management Division's Web site at: www.oakgov.com/waste/. MS4 may add this to their SWMP	YES	Residents, visitors to the area	Continuous	MS4 Permittees	Provide working links to websites and track number of hits. MS4 permit communities have an excel document to track link locations and website hits.
Riparian Information Distribution	Distribute riparian landowner educational material (i.e. Waterfront Wisdom brochure) make available to their public via mailings or through their website. events, meetings, and through mailings. MS4 may add this to thier SWMP Maintain WRC's riparian education Web site (www.oakgov.com/riparian)	YES	General Public, Riparian Landowners	Continuous	MS4 Permittees	Provide working link to website and track number of hits. MS4 permit communities have an excel document to track link locations and website hits.
Stormwater Education: Industrial and Commercial Facilities	CRWC will provide educational materials and BMP fact sheets to industrial and commercial facilities. Target 2 industrial/commercial sectors per year.	YES	Employees and property owners at industrial and commercial facilities. Property developers, planners, engineers.	Continuous	Macomb; Oakland; CRWC; MS4 Permittees	CRWC will target 2 sectors per year and distribute BMP fact sheets through annual email blast to designated contact at each facility. MS4 permittees will assist with distribution to local businesses as practicable. Track distribution via list of businesses and emails sent.

City of Troy

GOVERNMENT MEMBERSHIP FACTSHEET

Red Run Subwatershed
Population In Service Area: 72221 | Acres In Service Area: 17792

CURRENT SERVICES *(in the last year - 2025)*

Sites Monitored Through Stream Leaders: Troy Library, Creek behind Larson Middle School, Jaycee Park

Participation in Stream Leaders: Athens High School, Larson Middle School

WaterTowns Project Completed/Year Joined: Became a WaterTown in 2016. 3 potential site renderings provided.

Additional Events (River Day, Community, Table Displays): Presentation - IDEP Training scheduled for December 2025 with municipal staff

Cleanups (Clinton Clean-Up, Weekly Cleans, Private Cleanups): Weekly Clean - Boulan Park in 2025

Private Clean Ups - Boulan Park in 2025

Restoration Projects: Sylvan Glen Gold Course Restoration on Gibson and Renshaw Drains, Lane Drain Restoration

Stormwater Education Member: Yes

CRWC is actively working to increase the services available to communities within the watershed, including additional volunteer opportunities such as cleanups and native plantings, recreation programs like Nourished by Nature, and opportunities for residents to implement green infrastructure.

2024-2030 DUES

Fee Calculation

Population (72221 x $0.09)	$6500
	+$500
Dues Total (*to be reached CY2030*)	$7000

Dues Schedule by Calendar Year

2024	2025	2026	2027	2028	2029	2030
$5000	$5000	$5000	$5267	$5700	$6278	$7000

NEXT STEPS

The Clinton River Watershed Council appreciates your community's support of water resources. If you have questions or would like to discuss these changes in more detail please reach out to schedule a time to speak with CRWC's Executive Director, Jennifer Hill.

CRWC
CLINTON RIVER WATERSHED COUNCIL

1115 W Avon Road, Rochester Hills
(248) 601-0606 crwc.org
jennifer@crwc.org
Clinton River Watershed Council
@clintonriverwatershed

STORMWATER PUBLIC EDUCATION PROGRAMS

For more than 20 years, the Clinton River Watershed Council's (CRWC) Stormwater Education Program has provided community programming to assist local government members in meeting the requirements of the National Pollutant Discharge Elimination System (NPDES) stormwater regulations.

This program, which assists communities in meeting their MS4 permit requirements for public education, has been updated with feedback from municipal participants, county partners, and members of the public who attended and participated in activities listed in the collaborative watershed-wide Public Education Plan (PEP).

Through this program, CRWC offers high quality, watershed-wide, educational services including:

River Day encourages appreciation and recreational use of local waterways. It also celebrates the leadership of residents, organizations, and communities who work to protect and enhance the quality of the watershed.

Clinton Clean Up is an annual Earth Day event that brings people together to participate in clean-ups and practice stewardship of water resources and green spaces.

Weekly Clean attracts hundreds of volunteers who remove an average of 9,000 pounds of trash annually from parks and common areas. These efforts keep debris out of our waterways.

The Lake St. Clair and Clinton River Water Festivals bring 4th and 5th graders from Macomb and Oakland Counties to visit post-secondary institutions for a day of fun and watershed education.

Quarterly Stormwater Management Forums are an opportunity for municipal leaders to learn and share topical issues and solutions.

Community presentations and workshops teach homeowners about topics such as responsible fertilizer use, household hazardous waste disposal, native landscaping, local restoration efforts, and much more.

CRWC
CLINTON RIVER WATERSHED COUNCIL

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contact@crwc.org

PUBLIC EDUCATION PROGRAMS

Adopt-A-Stream, our community science water quality monitoring program, allows residents to participate in biannual data collection across 50 sites.

Online resources offer guides for best management practices or industrial and commercial facilities, tips for protecting water quality at home, subwatershed management plans and more.

Stream Leaders is CRWC's K-12 streamside water quality monitoring program, putting students in waders since 1992.

RiverSafe LakeSafe is a public education campaign that raises awareness and recognizes those who incorporate best management practices to keep freshwater resources clean and healthy.

WaterTowns, helps CRWC work with communities to reinforce and uplift their connection to the watershed through placemaking. These efforts include green stormwater infrastructure (GSI) projects, accessibility improvements to the Clinton River Water Trail, and art installations that highlight the watershed's identity.

Social media outreach and templates are available for municipal use and include infographics, suggested text for posts, and adapted versions of BMP flyers.

Residential green stormwater infrastructure programming features the Master Rain Gardener program, native plant and rain barrel sales, and additional consultation and resources. These programs help homeowners implement nature-based solutions on their properties.

The new **storm drain awareness program** connects communities and artists to reinforce the relationship among storm drains and water bodies, drain mapping, and Adopt-A-Drain. This program will be available late in 2025.

Macomb County, Oakland County, and Michigan State University Extension programs support that contributes to the collaborative watershed-wide Public Education Plan.

To learn more about the Stormwater Education Program, contact CRWC Education and Stewardship Manager Kaleigh Snoddy at kaleigh@crwc.org or at 248-759-8202.

CRWC
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Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

K.1.a.

Date: March 19, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
R. Brent Savidant, Community Development Director

Subject: April 6, 2026 - ZONING ORDINANCE TEXT AND MAP AMENDMENTS (File Number ZOTA 258) – Neighborhood Node Revisions – Text Amendments and Map Amendments (Rezonings)

The City of Troy Master Plan 2040 amendment process focused on amending the Neighborhood Node land use classification (see attached). The Master Plan is a policy document. Master Plan policies are implemented through the Zoning Ordinance. Zoning Ordinance text and map amendments are proposed to implement the adopted policy changes. The attached memo summarizes the proposed changes.

There are no development projects that are driving this effort. These changes are required to implement the revisions to the Master Plan.

On its face, this effort seems relatively simple; we are amending the Neighborhood Node provisions as per the Master Plan. However, in reality there are many moving parts involved:

- Zoning Ordinance text amendments: The Neighborhood Node Section of Article 5 was comprehensively amended. The attached memo prepared by Carlisle/Wortman Associates summarizes the revisions.
- Regulating Plan amendments: The Regulating Plan is the core of a form-based code district. It designates precise locations where building form standards are applied. Although the Regulating Plan includes maps, it is not the Zoning District Map. Therefore, amending the Regulating Plan is a text amendment and not a map amendment. Every Node in the Regulating Plan was either revised or eliminated.
- Zoning Ordinance map amendments: Ninety (90) properties are proposed to be rezoned.

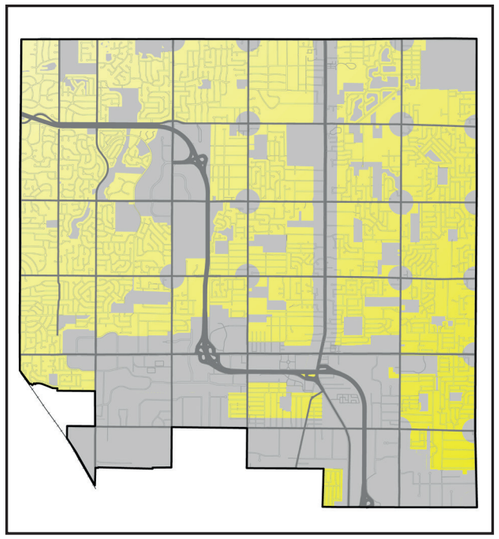
This effort required significant mailings to property owners and neighbors within 300 feet of the proposed rezoning(s). Given the volume of residents notified, we set up a page on the Planning page of the City website to assist with transparency.

The Planning Commission held a public hearing on this item on February 24, 2026 and recommended approval of the proposed text and map amendments by a vote of 9-0.

Attachments:

1. City of Troy Master Plan 2040 (excerpt, related to Neighborhood Nodes)
2. City Council Public Hearing Draft (text amendments including regulating plan amendments)
3. Proposed Neighborhood Node Reindexing
4. Proposed Map Amendments (Rezonings)
5. Memo prepared by Carlisle/Wortman Associates, with attachment
6. Planning Commission minutes from the February 24, 2026 Regular meeting (draft/excerpt)

Single-Family Residential: The Social Neighborhood



- **Social units of the City.**
- **Walkable, safe places to live.**
- **Centered on schools or other community facilities.**
- **Linked with nearby services.**

The predominant land use in the City of Troy is single-family residential. This category is intended to preserve the existing quality residential neighborhoods of the City while recognizing the need for other uses that support the main function of residential areas. The single-family areas of the City are arranged around Social Neighborhoods. Social Neighborhoods are unique, self-contained areas bounded by Troy's main thoroughfares. They are mostly single-family areas centered on community elements like schools or parks. Social Neighborhoods are described in more depth at the end of this Chapter and are illustrated by the solid circles shown on the Neighborhoods Map on page 87.

In the Single Family Residential areas of the City, non-residential uses will be considered only when the use is clearly incidental to and ancillary to single-family residential, or when the use is a park, school, or other community-oriented public or quasi-public use.

The Social Neighborhoods of the City are bounded by the mile square grid pattern of Troy's thoroughfares. These defined areas can provide the sense of place that Vision 2020 and this Master Plan are striving for. In most cases, they have a school as central focus. Schools continue to be a means of stimulating social interaction on many fronts; children establish their first friendships, parents meet other local parents, schools often host public events. Furthermore, the play areas at school provide readily accessible recreation opportunities. Many Social Neighborhoods in Troy have sidewalks promoting accessibility and exercise, and Troy schools have walking paths that are open to the public.

The ideal Social Neighborhood will exemplify the safer, more enjoyable walking environments envisioned by the "Safe Routes to School" program.

DESIGN CONCEPT

- Neighborhoods are approximately 15 minutes walking from end-to-end.
- A wide variety of residential architecture characterizes the various neighborhoods of the City. Non-residential architecture for schools and places of worship complement the residential setting.

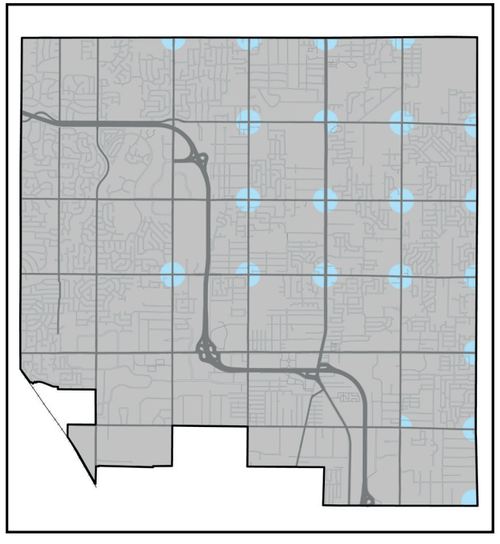
BUILDING LOCATION

- Homes must be located in relation to the street in a manner that complements surrounding, established homes.

SITE DESIGN ATTRIBUTES

- Walks which link residences to destinations such as schools, libraries, abutting neighborhood commercial service areas, coffee shops, and other neighborhoods are critical.
- The neighborhoods must include improved perimeter walks that are functional and aesthetically pleasing. These exterior walks will directly connect to the activity nodes at major intersections and adjacent neighborhoods. Wide walks will be constructed which will incorporate landscaping and innovative stormwater detention areas. These areas will be artistically developed, but functional landforms that carry visual interest. The perimeter walks have the ability to bring residents of adjacent neighborhoods together.
- Neighborhoods should be connected to one another to increase the area where residents can readily navigate on foot and expand the boundaries of social interaction. Crosswalks near the mid-mile areas of each grid will improve outside linkages.
- Lighting will not encroach on adjacent properties and will be used carefully to provide safety and security, and for accent illumination.

Neighborhood Nodes: The Economic Neighborhood



- **Located at intersections of the City's main roads.**
- **Work together with Social Neighborhoods to create a more livable community.**
- **Mixed use.**
- **Provide neighborhood gathering places.**
- **Accommodate the daily needs of residents.**

Neighborhood Nodes are intended to be commercial and mixed-use centers situated at major intersections of Troy thoroughfares that serve as the center of the City's Economic Neighborhoods. The nodes are specifically identified on pages 91 and 92. Economic Neighborhoods are destinations created as "go to" places that take on a social role, serving both as a place to meet basic needs of the community and as 21st Century village centers. The attributes of Economic Neighborhoods are described in more detail in the final section of this Chapter, and the design characteristics of Neighborhood Nodes will be described in depth in Chapter 10. The nodes may permit a mix of commercial, office, mixed use with a residential component, open space and pocket parks. The predominant uses in any Neighborhood Node development must be in keeping with the node characteristics described on pages 91 and 92. Industrial uses will not be permitted in the Neighborhood Nodes.

The Economic Neighborhoods of Troy also center on the square mile grid system. Unlike the social neighborhood, the Economic Neighborhoods are centered on major road intersections where commercial, office, and mixed use development occurs. When destinations are created, these nodes become a "go to" place and take on a social role. Each of these nodes serves up to four quadrants of the overlapping social neighborhoods and has the ability to bring residents of all abutting neighborhoods together. These nodes are intended to serve the neighborhoods they abut. Non-motorized connections should considered when appropriate from nodes into neighborhoods and be accessible by bicycle or pedestrians.

These Economic Neighborhood nodes are destinations that draw people, visually distinguished from the balance of corridor strips through greater density and scale. Variation in building height will often be used to separate the node from the surrounding area but will not be so extreme as to visually overpower abutting neighborhoods. The separation of building heights at intersections with the "between" segments of corridors stimulates the visual concept of "pulsing" development and sets up a system of visual anchors.

Moderately dense residential environments within

mixed use developments may be encouraged within some nodes to provide steady activity for longer periods of the day. Residences may be mixed with offices on upper floors or be developed immediately adjacent to the commercial areas. Residential uses should be an accessory use in a node. Development within nodes on the same or adjacent parcels shall be seamlessly integrated with a focus on pedestrian connections. During the course of multiple planning processes, the Planning Commission closely analyzed the role, function, and location of neighborhood nodes throughout the City.

DESIGN CONCEPT

- These nodes are within a fifteen minute walking distance of residential neighborhoods to encourage alternative modes of transportation such as bicycle and pedestrian.
- Development may be denser and taller than the surrounding area, encouraging visual prominence to signal a gathering space.
- Nodes should be generally confined to a 1,000 foot radius from a major intersection.
- The nodes provide uses and spaces that attract and welcome neighborhood residents.
- First floor is intended to be commercial in nature.

SITE DESIGN ATTRIBUTES

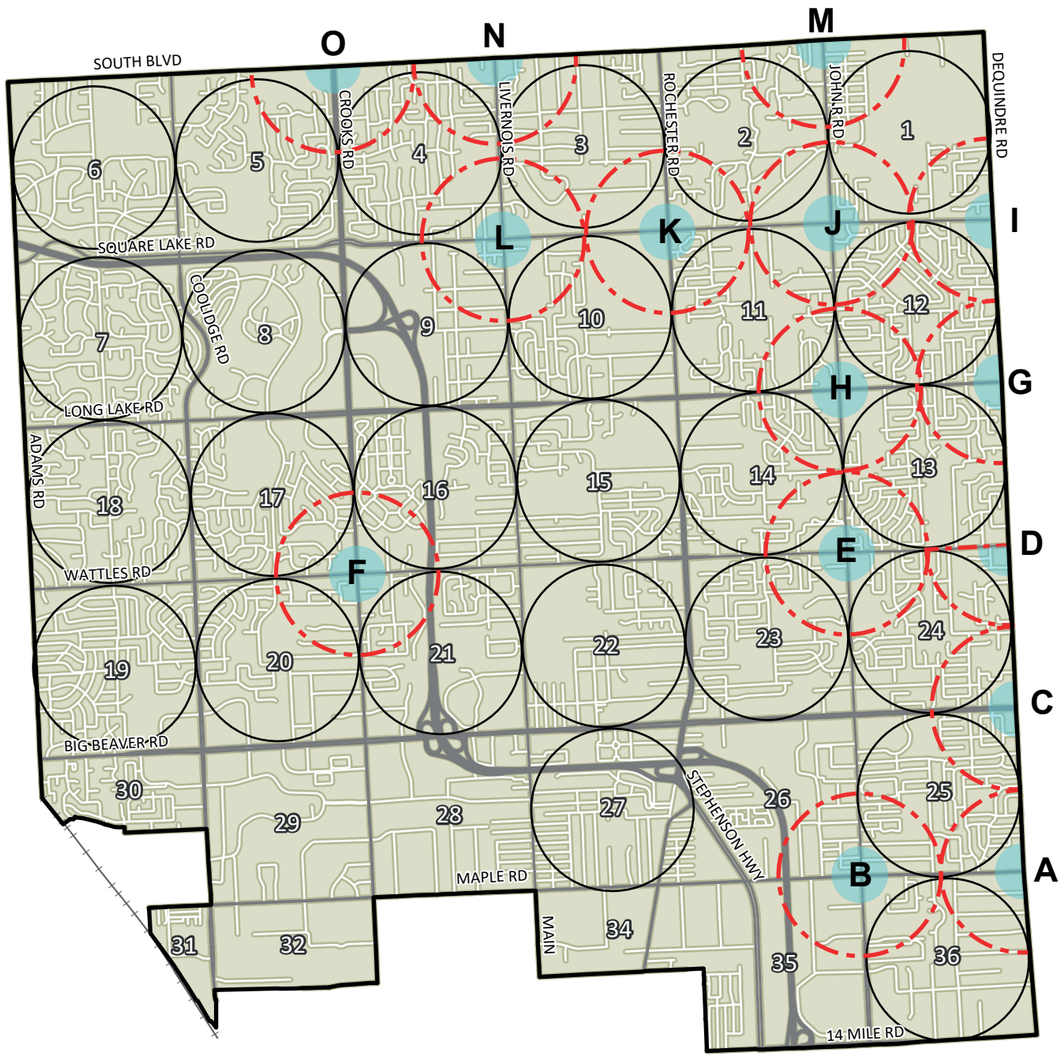
- Buildings should be separated from the street by a landscaped greenbelt and a pedestrian walk.
- Primary parking areas will be located within rear or interior side yards.
- Off-street parking should be screened from the public right-of-way preferably by a hedge or row of shrubs. If landscaping is not possible, parking should be screened by a knee wall or low decorative fence.
- Walks will connect adjacent developments and the public sidewalks.
- Well-defined crosswalks with timed signalization will permit safe crossings.
- Provide a flexible use of space allowing modest outdoor gathering spaces. This may include plazas with seating, landscape and open space features, water features, public art, or a similar feature.
- Encourage a creative mix of open space and landscaping to provide an amenity to the residents, visual relief to passersbys, and a buffer to adjacent properties.

BUILDING DESIGN ATTRIBUTES

- One-story buildings should have a minimum exterior height of sixteen feet. In multiple story buildings, the ground level story should have a minimum height of twelve feet from finished floor to finished ceiling.
- Three stories may be permitted for mixed use development with the first floor being a commercial use and two upper stories of residential.
- Multiple story buildings should be placed along major thoroughfare and not adjacent to residential uses.
- Facades facing major thoroughfares will be treated as fronts and should have a minimum of half transparent glass and special architectural design treatments.
- Fenestration (the arrangement of windows and doors) should be highlighted through the use of awnings, overhangs, or trim detailing.
- Lighting will be carefully managed so as not to encroach on adjacent residential areas. One-story buildings should have a minimum exterior height of sixteen feet.
- A ground level story should have a minimum height of twelve feet from finished floor to finished ceiling.

	Node/Intersection	Primary Uses and Character
A	Maple Road and Dequindre Road	The unique neighborhood node is home to a collection of uses serving the local Polish population. Uses complementary to the cultural center and bank which help this area serve as a gathering place and focus area for the neighborhood could include service uses, or specialty retail and dining. Infill commercial development within existing underutilized parking lots should be explored. However, infill or redevelopment of existing commercial properties should provide an appropriate buffer and transition to the adjacent residential uses. There may be opportunities for limited infill residential development in the northwest corner of the node. The residential should be of a scale and massing to complement the existing low-scale nature of the area.
B	John R. Road and Maple Road	The node should expand to all four corners. The City should be open to redevelopment of all parcels in the node to best serve the area with a predominantly commercial mix of uses catering to the immediate residential and employment areas.
C	Big Beaver Road and Dequindre Road	Any redevelopment in this area should be designed to create a very noticeable “gateway” into Troy. Redevelopment south of Big Beaver should focus on commercial uses that serve the adjacent neighborhoods but also provide an appropriate transition and buffer to the adjacent residential neighborhood. The City should encourage continued investment in the commercial property on the northwest corner
D	Wattles Road and Dequindre Road	The north side of the node should be removed and reclassified to residential use which may include single-family, cluster, low-scaled multiple family, or assisted living to provide creative housing options in the area. South side should continue to focus on office uses. However, limited commercial and service uses designed to complement the main focus of the area as an office node may also be permissible.
E	John R Road and Wattles Road	This node should focus on mixed-use, service, or commercial uses to serve the immediate neighborhoods. Any development or redevelopment shall be of a scale and massing to complement the existing low scale nature of the area. Low scale multiple family may be permissible if it models the scale and orientation of the multiple family neighborhood at the northeast corner of the node.
F	Crooks Road and Wattles Road	The southeast corner of this node satisfies the commercial, service and multi-family residential uses to serve the immediate neighborhoods. Any development or redevelopment of the northwest corner shall be of a scale and massing to complement the existing low-scale nature of the area and protect the existing natural resources including Lane Drain. Additional commercial development is not desirable for this corner. Low-scale single family attached residential is encouraged if it models the intensity scale and orientation of the single family attached neighborhood at the northeast corner of the Node E (Wattles and John R). Development in the northwest corner shall also ensure appropriate transition to adjacent properties via increased setbacks, reduced heights, and enhanced landscape buffers. Due to the existing traffic patterns along both Crooks and Wattles, incorporation of a park use, or low intensity and scale residential, including the expansion of the Stonehaven subdivision into the southwest corner of this node, utilizing the already existing entrances from Crooks and Wattles would be appropriate. If a continuation of Stonehaven is not possible, any future development of this corner shall limit access to Crooks and Wattles, to not increase existing traffic conflicts. The City may consider rezoning the southwest corner to a one-family attached or single-family zoned designation. The City also recognizes that expansion of the White Chapel Cemetery or the continuation of single-residential uses in the northeast corner of this node would be appropriate. The City may consider rezoning the northeast corner to a single-family zoned designation.
G	Dequindre Road and Long Lake Road	Predominantly commercial, catering to both local needs and regional traffic, new development and redevelopment should be mostly commercial, identifying opportunities for small office and mixed-use. Large undeveloped parcels to the north and south of Long Lake Road should be low scale multiple family, which provides an appropriate transition and buffer to adjacent residential neighborhoods. Inter-pedestrian connections and pedestrian access to the adjoining area and effective screening should be primary areas of focus during the site design process.

	Node/Intersection	Primary Uses and Character
H	John R Road and Long Lake Road	New development and redevelopments should either be compact, walkable mixed-use development with a combination of uses serving the immediate surroundings or low-scale multiple family, such as duplexes, triplexes, or senior housing which provide an appropriate transition and buffer to adjacent residential neighborhoods. Integrated compact development which would allow a user to park once and meet several daily needs would be a positive contribution to the node. Because the node has a significant amount of open space, preservation of green space shall be incorporated into any development or redevelopment within the node.
I	Dequindre Road and Square Lake Road	Redevelopment should include an integrated compact residential component, live/work units, or small office. Service oriented use development in combination with new residential development would provide a unique setting here. New residential can include low scale multiple family, such as duplexes or triplexes, which provides an appropriate transition and buffer to adjacent residential neighborhoods
J	John R Road and Square Lake Road	This node must be careful to respect this important natural resource. New development or redevelopment should complement the churches and limited commercial uses in the area and should incorporate robust landscaping, natural buffers, and conscientious site design to enhance the known natural features in the area.
K	Rochester Road and Square Lake Road	Existing commercial uses should continue to provide a foundation for this neighborhood node. As tenants change, new service uses, retail, and limited office uses should provide service to the immediate residential neighborhood
L	Livernois Road and Square Lake Road	Development in this area historically known as Troy Corners should be especially considerate of the historic past of the area. Any new development should integrate various types of community gathering spaces, such as parks, public art, historical elements, plazas, community centers, and recreational facilities into the design. Adaptive reuse of existing historic structures should be considered before demolition or relocation of these resources. This node will have low intensity uses of a non-automotive oriented nature that creates a central neighborhood village, that is walkable and accessible. Any automotive oriented use shall not be considered in this node. Low-scale single family attached residential may be permissible if it models the scale and orientation of the single family attached family neighborhood at the northeast corner of Node E (Wattles and John R).
M	John R Road and South Boulevard	Small local commercial uses and office uses should be the focus of this node to complement the large-scale office development across the City's boundary to the north, within the City of Rochester Hills. The southwest corner provides a significant opportunity for a mixed-use development that provides a low-scale multiple family development with neighborhood-oriented retail on the first floor. Any new development should incorporate distinctive elements to create a "gateway" feeling into Troy. Distinctive elements include gateway signage, streetscape, and unique architecture.
N	Livernois Road and South Boulevard	Limited local commercial and housing for seniors should remain the primary focus of this neighborhood node. Any new development should incorporate distinctive elements to create a "gateway" feeling into Troy. Distinctive elements include gateway signage, streetscape, and unique architecture.
O	Crooks Road and South Boulevard	Area should remain predominantly commercial, catering to local needs of the surrounding neighborhoods. New development and redevelopment should be either be mixed use or commercial that serves to further enhance this successful commercial area. Any new development should incorporate distinctive elements to create a "gateway" feeling into Troy. Distinctive elements include gateway signage, streetscape, and unique architecture.



Economic Nodes

- Social Neighborhood
- Economic Neighborhood
- Neighborhood Nodes: The Economic Neighborhood
- 35 Section Number
- A Economic Node

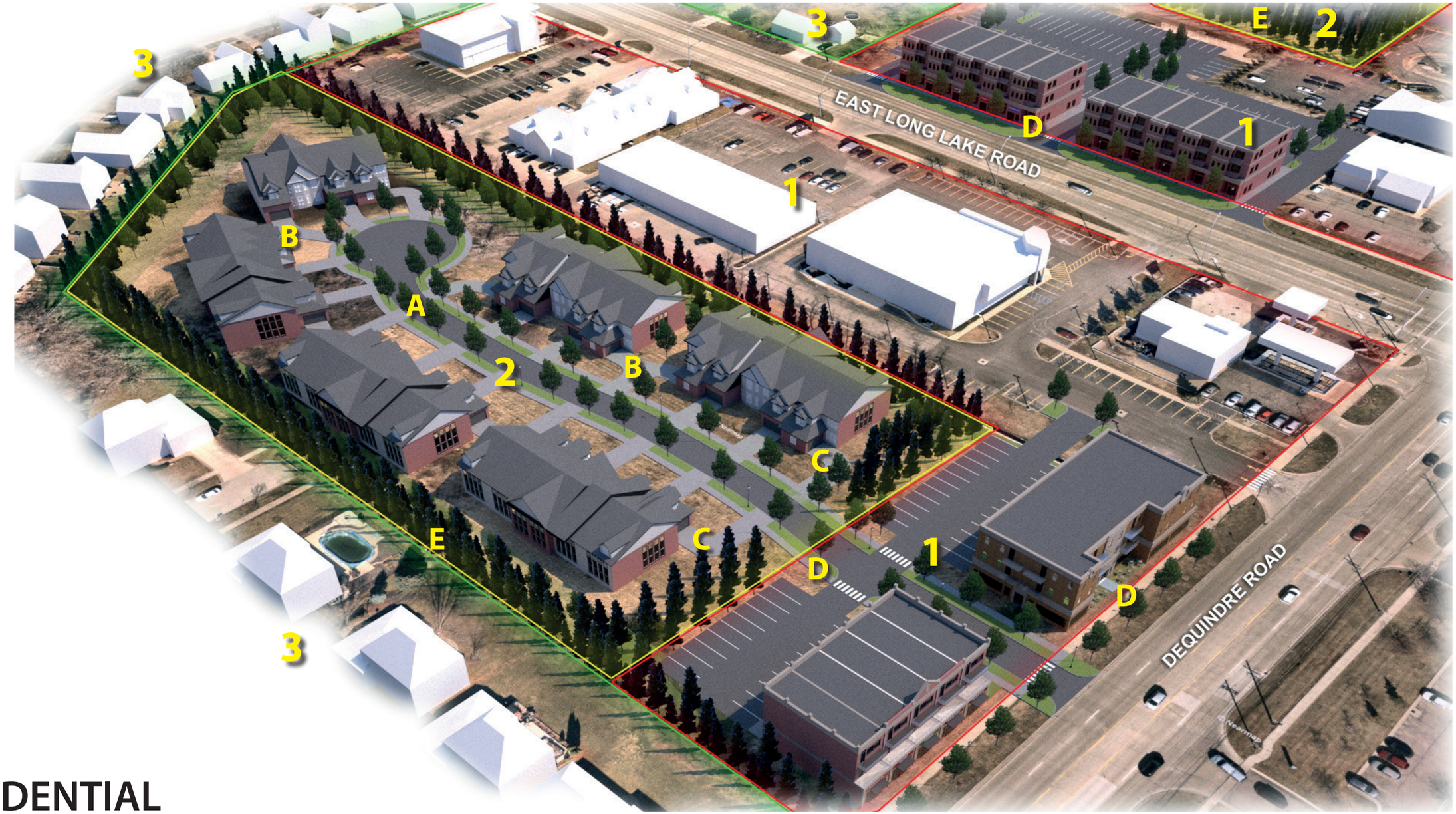
DESIGN ATTRIBUTES / GUIDELINES

1. Multiple-story mixed-use with first floor retail serving the adjacent neigborhood.
2. Low-scale multiple-family development serving as a transition from commercial uses along the corridor to adjacent residential uses.
3. Infill development replaces underutilized parking lots.
4. Parking is conveniently provided behind buildings and screened with landscaping. Pedestrian elements are also provided.
5. Multiple-row landscape buffer provides visual buffer between land uses.
6. Access and circulation is improved by creating shared-access points, properly spacing driveways, and creating delineations between pedestrian and vehicular zones.
7. Properly designed sidewalks and crosswalks of the appropriate width, with street trees, street furniture, and a defined semi-public edge.
8. A defined "street wall" is formed by buildings fronting on a street with consistent setbacks. Placement, scale, and design quality of the street wall determine the character of the streetscape.

Commercial uses that directly front on major mile road

Low-scale multiple-family developments serving as a transition between commercial and adjacent single-family residential

Single-family residential



RESIDENTIAL

Three levels of intensity as you move away from the main corridor:

1. Commercial uses that directly front on major mile road
2. Low-scale multiple-family developments serve as a transition between commercial and adjacent single-family residential
3. Single-family residential

Design elements such as:

- A. Curvilinear streets
- B. Shared driveways
- C. Sideloaded and recessed garages increase visual appeal by reducing the impact of garage doors and softening the view from the road with greenscape

Node-wide design elements for residential:

- D. Direct pedestrian connections from residential to commercial uses and public sidewalks along the main corridor
- E. Multiple-row landscape edges provide buffer between land uses

JOHN R & E LONG LAKE ROADS

The redesigned intersection includes a variety of elements which blend in to the surrounding neighborhood, including:

1. Duplexes
2. Two- to three-story mixed-use commercial and residential
3. A 1.2-acre neighborhood park
4. Curvilinear entry drive connecting Orchard Crest and Wilmet Drives
5. Two- to three-story townhomes along John R with rear facing garages
6. Reconfigured retail including existing pharmacy and new small scale retail tenants.

Node-wide design elements for residential:

- Direct pedestrian connections from residential to commercial uses and public sidewalks along the main corridor
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FEMA Regulated Floodway (approximate)

Proposed park boundary

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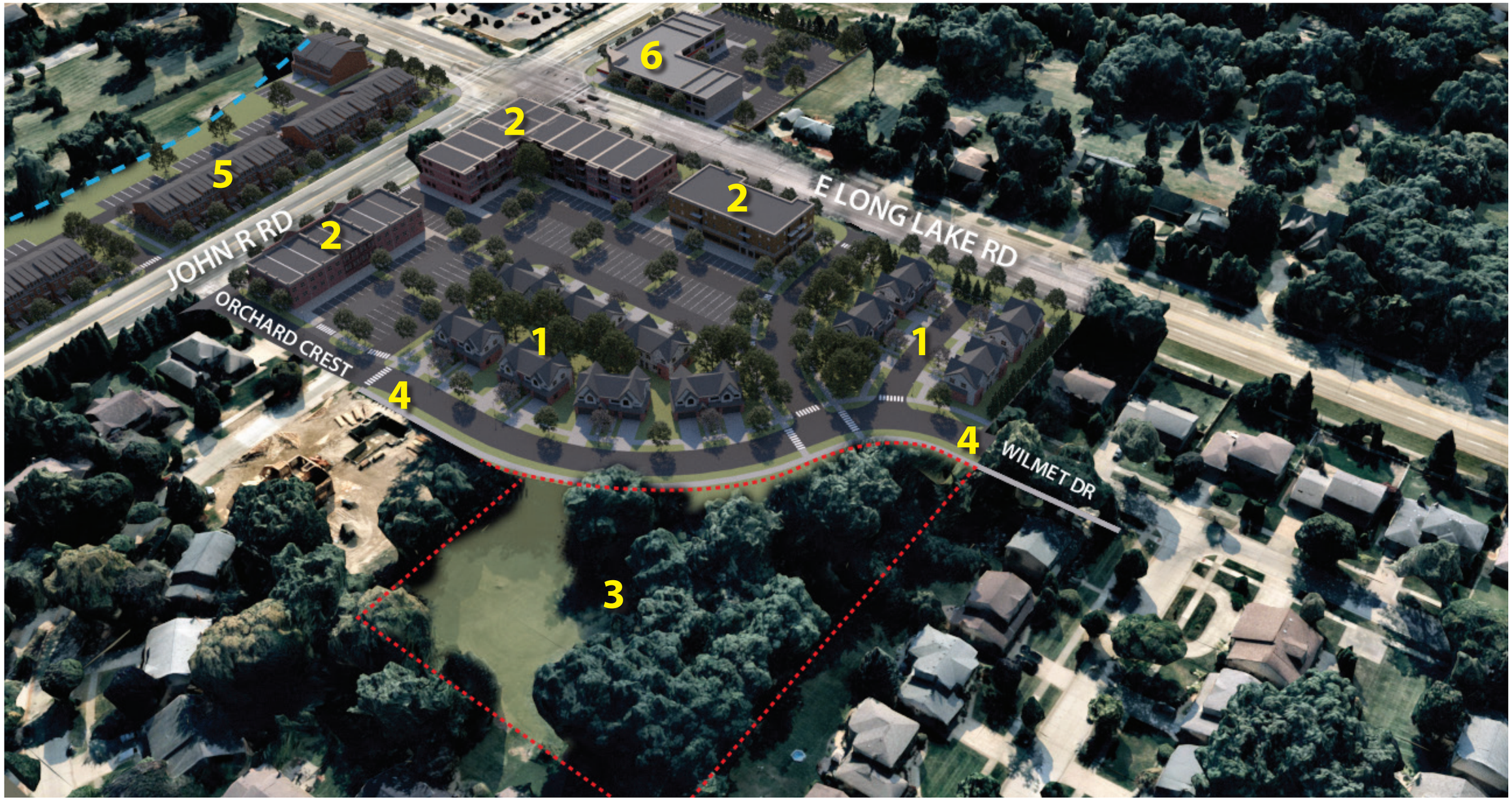

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- Multiple-row landscape edges provide buffer between land uses

FEMA Regulated Floodway (approximate)

Proposed park boundary

CITY GATEWAY DESIGN ATTRIBUTES / GUIDELINES

1. Upgraded traffic signal and street sign poles.
2. Street lights with pole banners.
3. Street trees.
4. Marked crosswalks with pedestrian activated signals, curb cuts, and textured warning strips to meet ADA guidelines.
5. "Welcome to Troy" signage with landscaping. Additional art or sculptural elements can be included at key intersections.

CITY OF TROY

AN ORDINANCE TO AMEND
CHAPTER 39 OF THE CODE OF THE CITY OF TROY

CITY COUNCIL PUBLIC HEARING DRAFT

The City of Troy ordains:

Section 1. Short Title

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

Section 2. Amendment

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

Revise Section 5.06 to read as follows:

SECTION 5.06 NEIGHBORHOOD NODES DISTRICT

A. Intent. The Neighborhood Nodes (NN) District is derived from the 2008 City of Troy Master Plan, and updated after extensive review in 2024, which specifically identifies ~~21~~ 15 specific intersections that play a critical role in the daily function, image, quality of life, and continued viability of the City. These nodes vary widely in character and context, but share common characteristics.

Neighborhood Nodes are meant to serve as the core of the "economic neighborhoods" of Troy identified in the Master Plan. Economic neighborhoods are destinations created as "go to" places that take on a social role, serving both as a place to meet basic needs of the community and as 21st century village centers, which can include integrated residential development. They are intended to serve the abutting neighborhoods.

The Neighborhood Nodes should draw people, and should be visually distinguished from the surrounding area because of their greater intensity, density and design. Design techniques such as the variation of building height, land use transitions, increased buffers, and landscape techniques shall be required ~~encouraged~~ by these regulations to help ~~separate~~ transition development in the Node ~~from~~ to the surrounding area. Such variations, however, will protect ~~respect~~ the adjacent neighborhoods and will not be so extreme as to visually overpower ~~transitional or~~ residential areas.

The success of the Neighborhood Nodes will play a critical role in the protection and cultivation of a high quality of life in Troy.

B. Regulating Plan.

1. The regulating plan, as set forth in ~~Figure~~ Map 5.06.1, identifies allowable uses and permissible development within the District based on location.

2. The regulating plan is based on ~~two (2) factors:~~ Site Type ~~and Street Type~~. Site Types, as described in Section 5.06.B.3, are determined by lot size, location, and relationship to neighboring sites. ~~Street Types, as set forth in Section 5.06.B.4, recognize that street patterns within the City of Troy are established. Streets range from primary corridors which carry a large volume of traffic to local streets which convey lower volumes of neighborhood traffic.~~

3. Site Types. The regulating plan includes ~~two (2)~~ three (3) different site types, described as follows:

a. Site Type NN:A (high intensity, ~~predominantly~~ commercial, or mixed use ~~regionally visible~~) – ~~These sites are predominantly located directly on major arterial roads, have larger acreage than their Site Type NN:B counterparts, and have established driveways, cross access, and larger square footage existing buildings with commercial uses.~~ The NN:A category is meant to accommodate the most ambitious redevelopment within the Nodes, as they typically have the ~~prime~~ location and the size to allow for the most creative solutions for mixed use and node-specific development ~~as outlined in the Master Plan~~ with a mix of open space and landscaping to provide an amenity to residents, visual relief to passersbys, and a buffer to adjacent properties. They are predominantly located at the hard corner of major arterial roads, and rarely abut single family residential neighborhoods. Type A sites are predominantly large enough to provide adequate setback and landscape buffers and provide proper building height transitions to mitigate any negative impact on adjacent properties.

They have larger parcel sizes than their Site Type NN:B or NN:C counterparts, and have established driveways, cross access, and typically larger square footage that can accommodate commercial and Mixed Uses.

~~While the established and intended character of each Node is distinct, the NN:A sites remain more similar to one another than do the NN:B sites, which are far more diverse in terms of use, acreage, and existing buildings.~~ While the NN:B and NN:C sites are intended primarily to provide a transition between the Node and the adjacent residential areas, the NN:A sites are intended to house the destination retail, service, and employment uses that are central to the economic neighborhoods outlined by the Master Plan. These NN:A sites may also ~~often~~ incorporate higher-density residential development on upper floors ~~when possible~~, to ~~incubate~~ create a compact, walkable environment at the Node and to diversity the City's

housing base. A general zoning provision for form-based districts is that larger parcels permit greater intensity and density for development, and also greater use flexibility. The ordinance encourages combining parcels in order to allow for efficient site development, reduce both infrastructure needs and sprawl, contribute to sustainable development, and provide greater area for increased landscape and screening buffers.

b. Site Type NN:B (transitional smaller scale, ~~employment based,~~ commercial, office, retail and mixed use) – ~~Site Type~~ NN:B sites ~~consolidates the smaller,~~ are the most diverse of all neighborhood node site types. They are located along major arterial roads and are typically smaller than Site Type A but larger than Site Type C. They may contain a variety of uses, including residential at grade, in a higher-density arrangement, but may also include medium scale retail and service or office uses. Site Type B parcels are intended to serve as a transitional buffer between more intense Type A sites and/or major arterial roads to Site Type C and/or abutting residential neighborhoods. Site Type B may incorporate a variety of uses including low to medium-scale duplex and attached residential and/or service, office and commercial development ~~sites at and around Nodes throughout the City. They are located both in support of NN:A sites as transitional areas between more intense Nodes and the adjacent neighborhoods, and on their own, covering an entire Node, for those Nodes identified in the Master Plan as less intense, smaller scale Nodes with a direct connection to a residential area.~~

The ordinance encourages combining parcels in order to allow for efficient site development, reduce both infrastructure needs and sprawl, contribute to sustainable development, and provide greater area for increased landscape and screening buffers. Combining parcels such as combining Site Type C parcels together or combining a Site Type C parcel with a Site Type B parcel to create a larger parcel is a standard for a site type modification, as set forth in Section 5.06.B.4.

~~While not always present between NN:A sites and residential neighborhoods, when possible or preferable based on the parcel arrangement and existing circumstances, the NN:B category allows the Node to develop in a tiered manner, with more intense developments and uses permitted within the core of the Node, and less intense projects providing a buffer for the residential area.~~

~~NN:B sites may contain a variety of uses, including residential at grade, in a higher-density arrangement, but may also include small scale retail and service or office uses. A strong focus on transitional landscaping and a suitable connection to the neighboring residential areas is of critical concern for the NN:B sites, as they will often serve as the primary zone through which residents in a social neighborhood, as identified in the~~

~~Master Plan, engage the Node, which serves as the core of the economic neighborhood.~~

c. Site Type NN:C (single-family, low-scale duplex and attached residential, and smaller-scale, neighborhood-serving commercial areas that are accessible by foot or bike from adjacent residential neighborhoods) – NN:C are the smallest sites located at the edges of Neighborhood Nodes throughout the City. They serve as transitional and buffer areas between more intense Nodes Site Type B and the adjacent established neighborhoods. They are intended to serve as single-family, low-scale duplex and attached residential. In limited and specific circumstances, they can also support compact scale neighborhood-oriented commercial development. The ordinance encourages combining parcels in order to allow for efficient site development, reduce infrastructure needs and sprawl, contribute to sustainable development, and provide greater area for increased landscape and screening buffers. Combining parcels such as combining Site Type C parcels together or combining a Site Type C parcel with a Site Type B parcel to create a larger parcel is a standard for a site type modification, as set forth in Section 5.06.B.4.

~~4. Street Types. The regulating plan includes two (2) different Street Types, described as follows:~~

~~a. Street Type NN:A (Arterials) – Category NN:A is meant for the main northsouth and east-west roads that intersect at each of the twenty-one (21) neighborhood nodes. These roads are characterized by high traffic volumes and few individual residential curb cuts. They accommodate the majority of the regional traffic through Troy, connect Troy with its adjacent communities, and serve as the primary framework for circulating throughout the City.~~
~~The intersections of these arterial roads present opportunities to cultivate highly visible, highly used areas that connect the various elements of the City, and bridge the gap between the residential portions of Troy with the major corridors, commercial areas, employment centers, and adjacent communities of Troy.~~

~~These roads will evolve over time to form "complete streets" which continue to accommodate regional traffic, but also cater to the emerging neighborhood nodes at their intersections. These roads and intersections will have well-defined crosswalks, and will make use of a series of features intended to protect pedestrians by establishing equity between pedestrians and motorists through effective design. Raised walks of high-quality materials, signage, landscaping, and pedestrian respite islands are several options that may be found within Category NN:A.~~
~~Arterial Roads will also be characterized by strong landscaping designed to mitigate the negative impacts of high traffic volumes from adjacent residential areas which provide a unique and memorable visual character for the roadway.~~

~~b. Street Type NN:B (Local/Collector) – Category NN:B roads are those roads tying together smaller areas and connecting various parts of individual developments within the Nodes. Either as public or private streets, NN:B streets will have a more varied and localized character than larger roads, depending on their context within predominantly office, retail, or residential areas.~~

~~They act as the connection between the Node and adjacent neighborhoods. Very few examples of streets identified as NN:B streets exist in Troy, but they can also be developed as part of a larger project in the NN District, which may require new streets to be created to adequately and successfully implement the project. It is likely that any new road in the NN District will be a Category NN:B road.~~

~~Category NN:B roads will be very welcoming of non-motorized users and will have defined pedestrian rest areas and other amenities whenever possible. Their scale will be similar to that of a main road within a conventional subdivision or industrial park, and their width will be determined primarily on their purpose. A Category NN:B road within an industrial area may be required to be wider than one in a residential area, although their purpose is similar.~~

~~Category NN:B roads will have a much higher frequency of curb cuts than Category NN:A roads, and will often provide direct rear or side yard access to retail centers, office complexes, or high density residential projects.~~

~~Sufficient width should be retained on either side of the roadway whenever possible to allow for on-street parking to ensure that a variety of local parking options exist to directly serve the Nodes without requiring significant surface lots on private property.~~

4. Modification of Regulating Plan in Neighborhood Nodes.

A. Process:

I. The Planning Commission has the authority to grant a modification to site type ~~or street type~~ of a regulating plan as part of the site plan review process after holding a public hearing.

II. The Planning Commission shall hold a public hearing as set forth in 3.04.

B. Standards: The Planning Commission shall consider the following in making a determination to modify a site type designation:

I. Area has been ~~added to or deleted~~ modified from the subject property in question ~~requiring the modification~~ or there has been a change in conditions since the Master Plan was adopted.

II. The proposed modification and resulting development will not alter the essential character of the area.

III. The proposed modification meets the intent of the district and is consistent with the Master Plan.

IV. The proposed modification will ensure compatibility with adjacent uses of land.

C. Authorized Use Groups. Authorized use groups, as set forth in ~~Section 5.03.A and in~~ Table 5.06.C-~~1~~2, are applied to the site types ~~and street types in Neighborhood Nodes District in Table 5.06.C-1~~.

D. Authorized Building Forms.

1. Authorized building forms~~, as~~ are set forth in ~~Section 5.03.B and~~ Table 5.06.C-~~2~~ 3~~, is applied to the site types and street types in the Neighborhood Nodes District in Table 5.06.C-2~~.

2. Residential-One Family Detached shall apply R-1E residential district dimensional requirements as set forth in Section 4.06.C.

3. Residential-Two Family shall apply RT One-Family Attached Residential district requirements as set forth in Section 4.07.C.

E. Design Standards. In addition to standards set forth in this Ordinance, all proposed development shall comply with the standards set forth herein.

1. Building Orientation and Entrance.

a. Intent. The intent of these standards is to ensure that entrances within Neighborhood Nodes contribute to a non-motorized-oriented environment, enhance architectural character, and provide an appropriate transition between public and private space. Entrances shall be designed to promote safety, accessibility, and a sense of place consistent with the mixed-use character of the district.

b. Primary Entrance. The primary ~~building~~ entrance for any building facing a street shall be clearly identifiable, functional, and directly accessible from the front façade facing the street ~~shall be clearly identifiable and useable and located in the front façade parallel to the street~~.

c. Non-Residential Use. Entrances for all non-residential and mixed-use dwellings shall be clearly identified by at least one (1) of the following:

i. Projecting or recessed doorways.

ii. Enhanced materials, lighting or trim details.

iii. Mixed use buildings. For mixed-use buildings, separate and distinguishable entrances shall be provided for residential and nonresidential portions of the building.

~~b. Recessed Doorways. Where the building entrance is located on or within five (5) feet of a lot line, doorways shall be recessed into the face of the building to provide a sense of entrance and to add variety to the streetscape. The entrance recess shall not be less than the width of the door(s) when opened outward.~~

~~c. Residential Dwellings. Entrances for all residential dwellings shall be clearly defined by at least one (1) of the following:~~

~~i. Projecting or recessed entrance. A recessed entrance is required if the building entrance is located on or within five (5) feet of the lot line.~~

~~ii. Stoop or enclosed or covered porch.~~

~~iii. Transom and/or side light window panels framing the door opening.~~

~~iv. Architectural trim or unique color treatments framing the door opening.~~

d. Residential Use

i. The Planning Commission may waive the primary entrance requirement in Section 1(b) for a residential use after considering the following standards and determining that a sufficient criterion have been met:

1) A primary entrance facing the street is not feasible due to security and/or privacy considerations.

2) The development provides sidewalk connections from the primary building entrance to public walkways, parking areas, and adjacent uses.

3) The development provides an internal pedestrian circulation system that ensures safe and convenient access throughout the site.

4) The building facade facing the street includes architectural and design elements that advance the neighborhood node zoning district intent of engaging the street, increasing pedestrian activity, and promoting high-quality design.

5) Buildings are separated from the street by a landscaped greenbelt or other transitional feature that reinforces the pedestrian environment and provides visual interest.

2. Ground Story Activation.

a. Transparency.

i. The first floors of all buildings shall be designed to encourage and complement pedestrian-scale activity and crime prevention techniques. It is intended that this be accomplished principally by the use of windows and doors arranged so that active uses within the building are visible from or accessible to the street, and parking areas are visible to occupants of the building. The first floor of any front façade facing a ~~right-of-way~~ street or private road shall be no less than fifty (50) percent windows and doors, and the minimum transparency for facades facing a ~~side street, side yard, or~~ parking area shall be no less than thirty (30) percent of the façade.

A. The Planning Commission may waive this requirement for projects requiring site plan approval when an existing building with unique or historic attributes that help define the character of the node, as determined by the Planning

Commission, is being reused or for residential uses where the Planning Commission determines that transparency requirements may impede residential safety and privacy. In these cases, the Planning Commission may require additional architectural requirements in lieu of transparency to comply with the design intent of the Neighborhood Node district.

ii. ~~The minimum transparency requirement shall apply to all sides of a~~ building ~~that abut an~~ open space~~, including a~~ side yard~~, or public right-of-way.~~ Transparency requirements shall not apply to ~~sides~~ building elevations which abut an alley or a side or rear yard.
iii. Windows for building sides shall be concentrated ~~toward the front edge of the building,~~ in locations most visible from an urban open space or public right-of-way.

b. Transparency Alternatives. The following alternatives may be used singularly or in combination. If used in combination, they may count toward no more than ~~eighty (80)~~ fifty (50) percent of the transparency requirement set forth in Section ~~5.04 E-4~~ 5.06.E.2.a. ~~The wall design alternative may count toward one hundred (100) percent of the side street transparency requirement, provided the entirety of the length and height of the wall is considered.~~

i. Wall Design. ~~Wall designs that provide visual interest and pedestrian scale may count toward no more than fifty (50) percent of primary street and fifty (50) percent of side street transparency requirements.~~ Wall designs must provide a minimum of three (3) of the following elements, occurring at intervals no greater than twenty-five (25) feet horizontally and ten (10) feet vertically:

(a) Expression of structural system and infill panels through change in plane not less than three (3) inches.
(b) System of horizontal and vertical scaling elements such as: belt course, string courses, cornice, pilasters.
(c) System of horizontal and vertical reveals or battens not less than one (1) inch in width/depth.

(d) Variations in material module, pattern, and/or color.
(e) System of integrated architectural ornamentation.
(f) Green screen or planter walls.
(g) Translucent, fritted, patterned, or colored glazing.

ii. Outdoor Dining/Seating. Outdoor dining/seating that is located between the building and the ~~primary~~ arterial street ~~zone~~ lot line ~~may count toward no more than sixty (60) percent of the transparency requirement. Outdoor dining/seating located between the building and side street zone lot line may count toward no more than eighty (80) percent of the transparency requirement~~.

iii. Permanent Art. Non-commercial art or graphic design of sufficient scale located between the building and the arterial street lot line ~~and orientation to be perceived from~~

~~the public right-of-way~~ and rendered in materials or media appropriate to an exterior, urban environment and permanently integrated into the building wall ~~may count toward no more than forty (40) percent of the transparency requirement~~.

3. Semi-basement Apartment Units.

(a) Intent: To allow for the creation and safe use of semi-basement apartment units as quality housing within multi-family residential areas.

(b) Definition: A residential unit located on a floor that is below the main entry level of a building but is partially exposed to the outside environment. This exposure permits natural light, ventilation, and emergency egress, allowing the unit to meet habitable space requirements.

(c) Standards:

1. Minimum Ceiling Height: A minimum of eight (8) feet, or as Building Code requires, from floor to ceiling in habitable rooms is required to ensure comfort and livability.

2. Natural Light: At least twenty percent (20%) of habitable floor area must be within access of natural light, typically through windows or light wells. Each habitable room must have at least one operable window for natural light and ventilation.

3. Minimum Floor Area: The minimum area for a semi-basement unit shall be no less than three hundred (300) square feet to ensure comfortable living space.

4. Outdoor space (patio) must be provided

a) Patio spaces must be adjacent to the semi-basement apartment and directly accessible from within the unit.

b) Minimum Size Requirement: Patio spaces must provide a minimum of thirty (30) square feet per unit to allow for comfortable outdoor seating.

c) Patios must include railing of at least four (4) feet in height on any side adjacent to other units or public areas.

d) Railing materials should be consistent with the architectural style of the building and neighborhood.

3. Transitional Features.

a. Transitional features are architectural elements, site features, or alterations to building massing that are used to provide a transition between higher intensity uses and low- or moderate-density residential areas. These features assist in mitigating potential conflicts between those uses. Transitional features are intended to be used in combination with landscape buffers or large setbacks.

b. Intensity. A continuum of use and height intensity, where moderate intensity uses and height are sited between high-intensity uses and low-intensity uses and heights, shall be developed for multi-building developments. ~~An example would be an office use between commercial and residential uses.~~

c. Height.

i. Any building, or portion of a building, on a parcel abutting a one-family residentially zoned parcel shall not exceed 2.5-stories, 30 feet in height. Height in the Neighborhood Node district shall be calculated as the vertical distance measured from the established grade to the highest point of the roof.

ii. Any building, or portion of a building, on a parcel that is not abutting a one family residentially zoned parcel shall not exceed 3-stories, 38 feet in height. Height in the Neighborhood Node district shall be calculated as the vertical distance measured from the established grade to the highest point of the roof.

d. Setback and Greenbelt:

i. When a parcel is abutting a one-family residential zoned parcel the building setback and landscape buffer from the property line of the one-family residential zoned parcel shall be as follows: ~~When a parcel is abutting a one-family residential zoned parcel the building setback from the property line of the one-family residential zoned parcel shall be no less than the height of the proposed building or twenty (20) feet, whichever is greater.~~

Site Type A	No less than the height of the proposed building or thirty (30) feet, whichever is greater.
Site Type B	No less than the height of the proposed building or twenty-five (25) feet, whichever is greater.
Site Type C	No less than the height of the proposed building or twenty (20) feet, whichever is greater.

ii. The greenbelt shall be landscaped and screened in accordance with Section 13.02.B. ~~When a parcel is abutting a one-family residential zoned parcel a minimum 20-foot landscaped greenbelt shall be maintained from the property line of the one-family residential zoned parcel.~~

iii. The Planning Commission may deviate from these setback and greenbelt provisions in the course of its site plan review process; however, the Planning Commission shall not permit a setback or greenbelt that is less than required in the building form or Section 13.02.B. In the review of the deviation, the Planning Commission shall consider the following standards:

(a) The deviation will not adversely impact public health, safety, and welfare.
(b) The deviation maintains compatibility with adjacent uses.
(c) The deviation is compatible with the Master Plan and in accordance with the goals and objectives of the Master Plan and any associated subarea and corridor plans.
(d) The deviation will not adversely impact essential public facilities and services, such as: streets, pedestrian or bicycle facilities, police and fire

protection, drainage systems, refuse disposal, water and sewage facilities, and schools.
(e) The deviation will be in compliance with all other zoning ordinance standards.
(f) The deviation will not adversely impact any on-site or off-site natural features.

e. Orientation. Buildings shall be oriented in such a way as to minimize the impact on abutting residential uses.

f. Architectural Features. Similarly sized and patterned architectural features such as windows, doors, arcades, pilasters, cornices, wall offsets, building materials, and other building articulations included on the lower-intensity use shall be incorporated in the transitional features.

4. Site Access, Parking, and Loading.

a. Required Parking. Off-street parking shall be provided for a principal use, erected, altered, or expanded after the effective date of this Ordinance in accordance with the standards set forth in Article 13, Site Design Standards.

The form-based districts are intended to encourage pedestrian- and transit friendly design and compact mixed-use developments. Applicants are encouraged to consider the provisions for shared parking set forth in Section 13.06.E, and flexibility in application set forth in Section 13.06.F.

b. Location.

i. When parking is located in a side yard (behind the front building line) but fronts on the required building line, no more than fifty (50) percent of the total site's linear feet along the required building line or one hundred (100) feet, whichever is less, shall be occupied by parking.

ii. For a corner lot, shall be no more than fifty (50) percent of the site's cumulative linear feet along the required building lines or one hundred (100) feet, whichever is less, shall be occupied by parking. The building shall be located in the corner of the lot adjacent to the intersection.

iii. For a double frontage lot or a lot that has frontage on three (3) streets, the cumulative total of all frontages occupied by parking shall be no more than sixty-five (65) percent of the total site's linear feet along a required building line or one hundred and twenty-five (125) feet, whichever is less.

iv. Where off-street parking is visible from a street, it should be screened in accordance with the standards set forth in Section 13.02.C.

Table 5.06.C-1 Use Groups Permitted			
Use Group[1]	**Site Type A**	**Site Type B**	**Site Type C**
1. Residential – One Family Detached	NP	NP	S
2. Residential – One Family Attached and Two Family	NP	P	P
3. Residential – Multi Family	P[2]	P	S
4. Office	P	P	S
5. Retail / Entertainment / Service	P	P	S
6. Miscellaneous	S	NP	NP
7. 7. Mixed Use	P / S[3]	P	S

Notes:

1. Drive-through uses are not permitted
2. Permitted on upper floors only as part of a mixed-use development
3. Mixed use includes a vertical or horizontal mix of any permitted uses in district. If one use of the proposed mix of uses requires a special use then the mixed-use development requires a special use

P – Permitted Use Groups
S – Special Use Approval Groups
NP – Prohibited Use Groups

Table 5.06.C-2 Principal Use
Use Group 1: One Family Detached Residential:
One Family Detached
Use Group 2: One Family Attached Residential and Two Family Residential:
One Family Attached
Two Family
Use Group 3: Multiple Family Residential / Institutional Living:
Multiple Family Dwelling
Live / Work Units
Senior Housing – Independent Living
Senior Housing – Congregate Care
Use Group 4: Office:
General Office
Professional and Medical Office
Publicly Owned / Operated Office and Service Facility
Veterinary Clinic
Child Care Center
Use Group 5: Retail / Entertainment / Service:
Financial Institutions
General Retail
Restaurants
Personal Service
Business Services
Use Group 6: Miscellaneous Uses:
Places of Worship
Fitness, Gymnastics and Exercise Centers
Theaters and Places of Assembly
Indoor Commercial Recreation Establishments
Commercial Kennels / Pet Day Care
Use Group 7: Mixed Use

Table 5.06.C-3 Building Forms Permitted			
Building Forms	**Site Type A**	**Site Type B**	**Site Type C**
Single- Family Residential Detached	NP	NP	P
Two Family Residential	NP	P	P
A: Small, single-purpose out buildings	P	P	P
B: Small, multi-tenant commercial with mixed use	P	P	S
C: Attached single-family residential or live-work	NP	P	P
D: Multi-story mixed use, medium density	S	NP	NP
Notes: P – Permitted Use Groups S – Special Use Approval Groups NP – Prohibited Use Groups			

Table 5.06.C-1 Use Groups Permitted				
Use Group (Table 5.03-1)	Site Type NN: A		Site Type NN: B	
	Street Type NN: A Arterials	Street Type NN: B Locals and Collectors	Street Type NN: A Arterials	Street Type NN: B Locals and Collectors
1 Residential	NP	NP	NP	NP
2* Residential/Lodging	P1	P1	P	P
3 Office/Institution	P	P	P	P
4 Auto/Transportation	S	S	NP	NP
5 Retail/Entertainment/Service	P	P	P	P
6 Misc. Commercial	S	S	NP	NP
7 Industrial	NP	NP	NP	NP

1 Permitted on upper floors only

P – Permitted Use Groups
S – Special Use Approval Groups
NP – Prohibited Use Groups
*Lodging uses are permitted subject to Special Use Approval

Table 5.06.C-2 Building Forms Permitted				
Building Forms	Site Type NN: A		Site Type NN: B	
	Street Type NN: A Arterials	Street Type NN: B Locals and Collectors	Street Type NN: A Arterials	Street Type NN: B Locals and Collectors
A: Small, single purpose, out buildings	NP	NP	NP	NP
B: Small, multi-tenant commercial with mixed use	P1	P1	P	P
C: Attached residential or live/work	P	P	P	P
D: Multi story mixed use, medium density	S	S	NP	NP
E: Large format commercial	P	P	P	P
F: Large format mixed use	S	S	NP	NP
P – Permitted Building Form S – Special Use Building Form NP – Prohibited Building Form				

Map 5.06.1: Neighborhood Node District Regulating Plan

Legend

NN District
- Site Type A
- Site Type B
- Site Type C

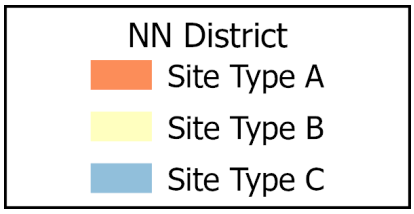
Node A

Node B

Node C

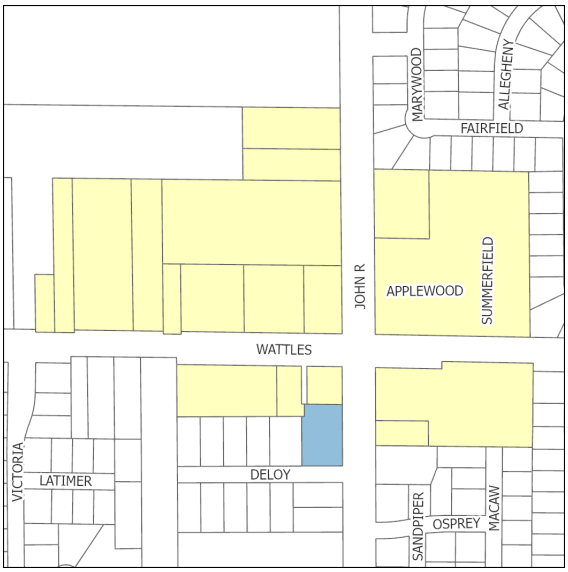
Map 5.06.1: Neighborhood Node District Regulating Plan

Legend

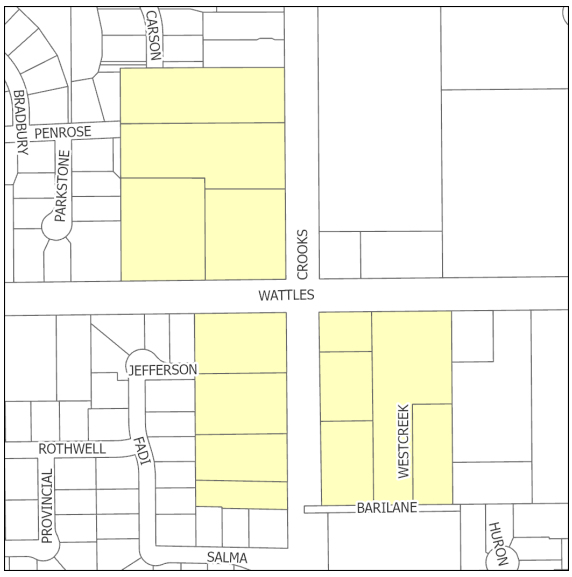


Node D

Node E



Node F

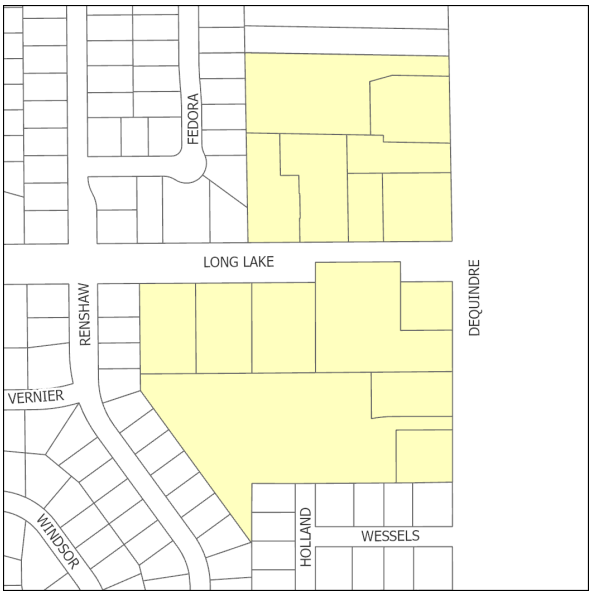


Map 5.06.1: Neighborhood Node District Regulating Plan

Legend

NN District
- Site Type A
- Site Type B
- Site Type C

Node G



Node H

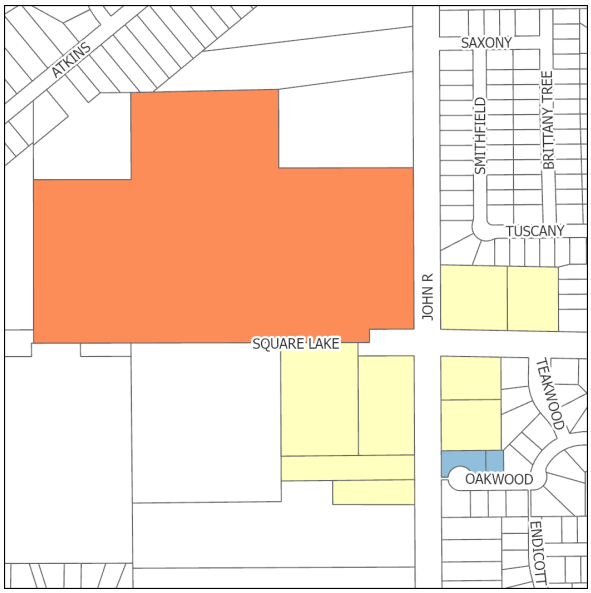
Node I

Map 5.06.1: Neighborhood Node District Regulating Plan

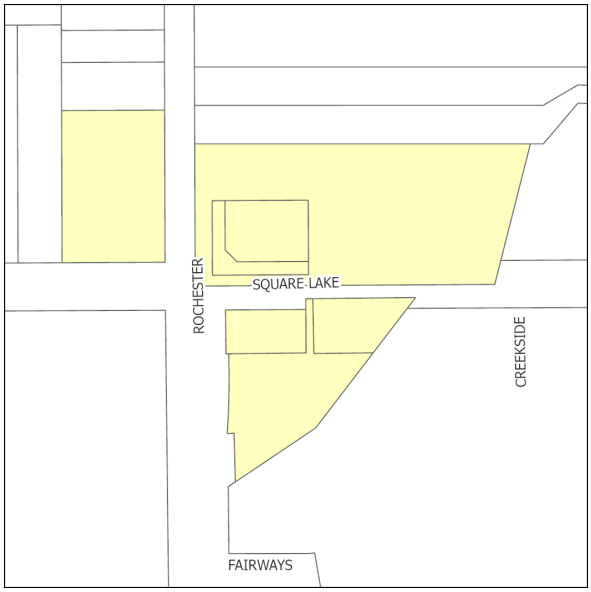
Legend

NN District
- Site Type A
- Site Type B
- Site Type C

Node J



Node K



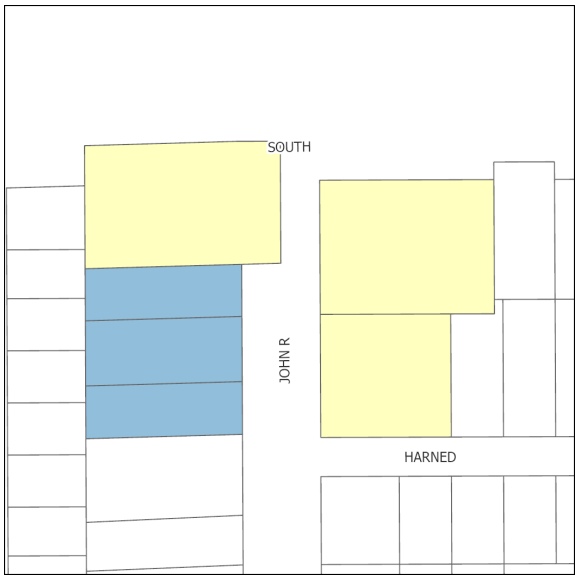
Node L

Map 5.06.1: Neighborhood Node District Regulating Plan

Legend

NN District
- Site Type A
- Site Type B
- Site Type C

Node M



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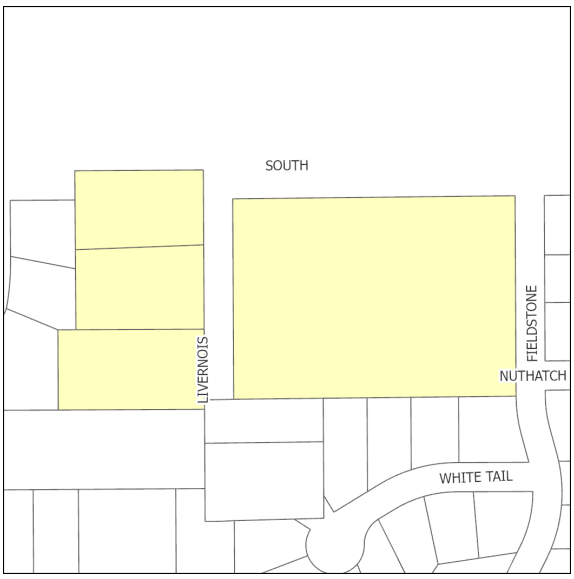
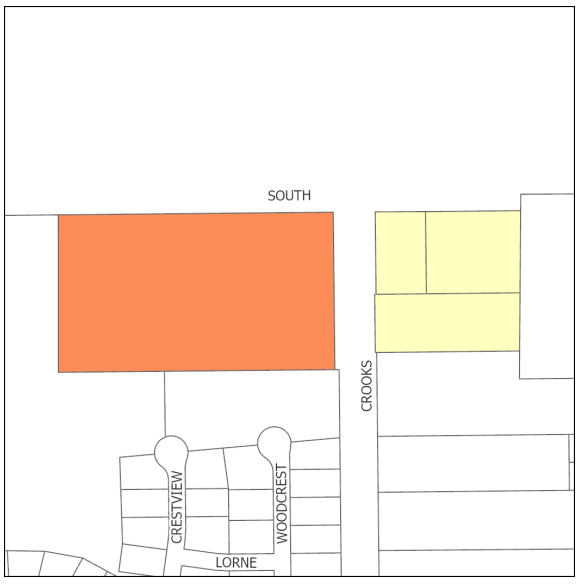


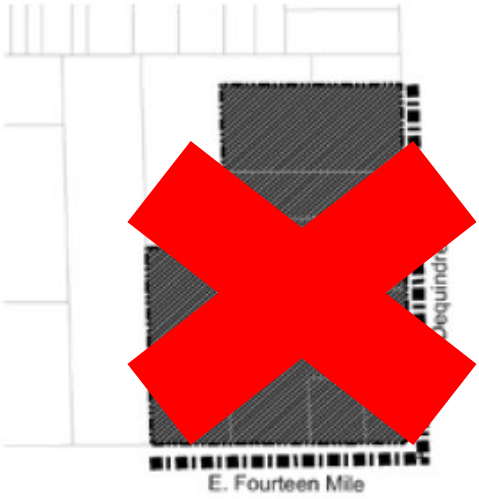
Node O



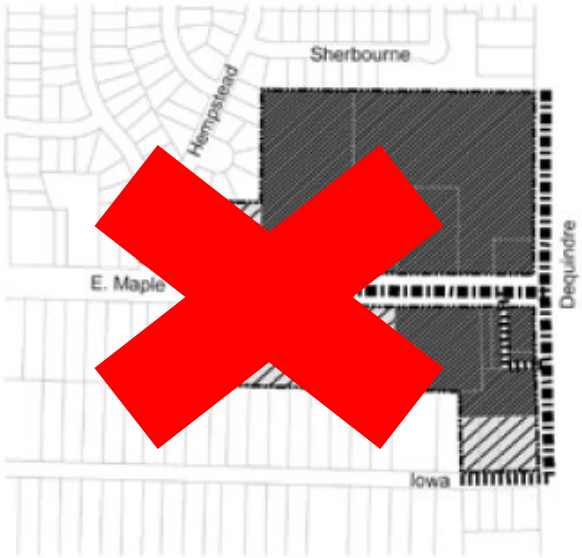
~~Map 5.06.1: Neighborhood Node District Regulating Plan~~

Legend

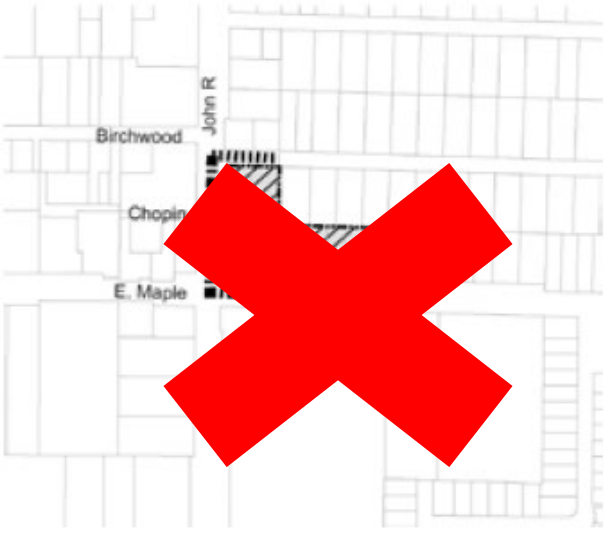
Node A



Node B

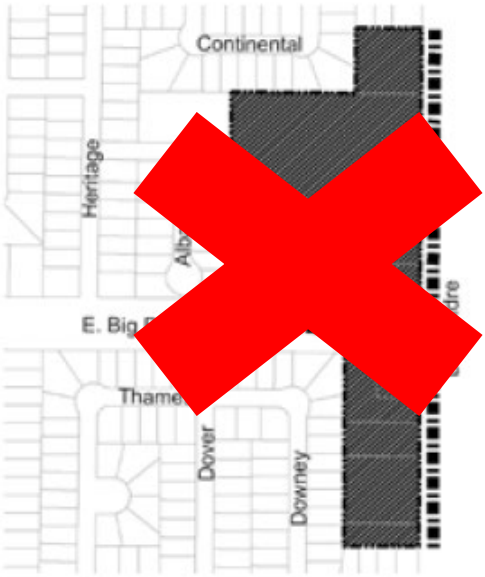


Node C

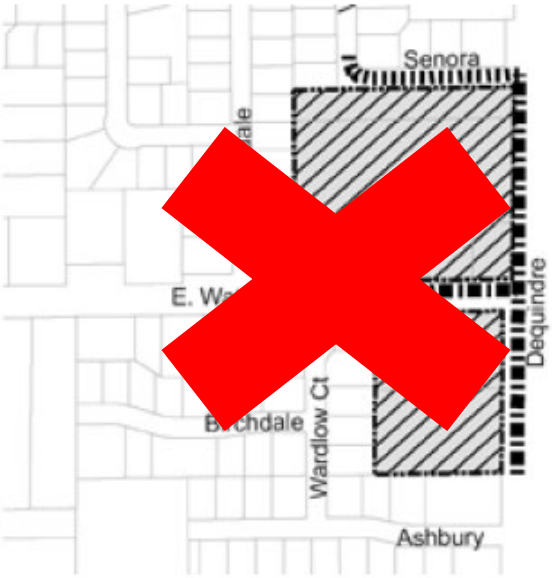


~~Map 5.06.1: Neighborhood Node District Regulating Plan (Continued)~~

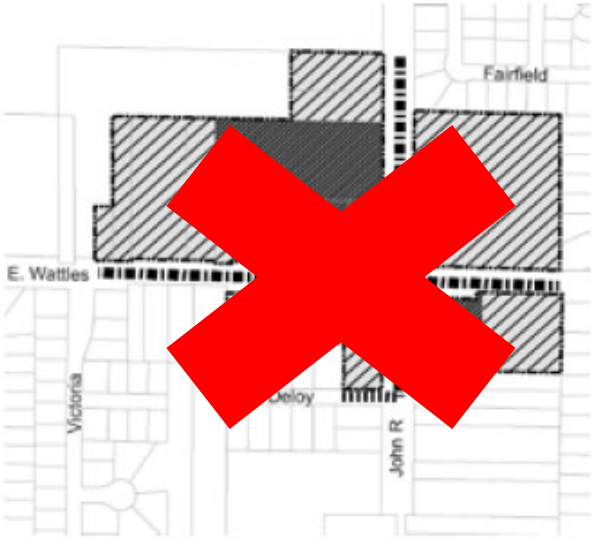
Node D



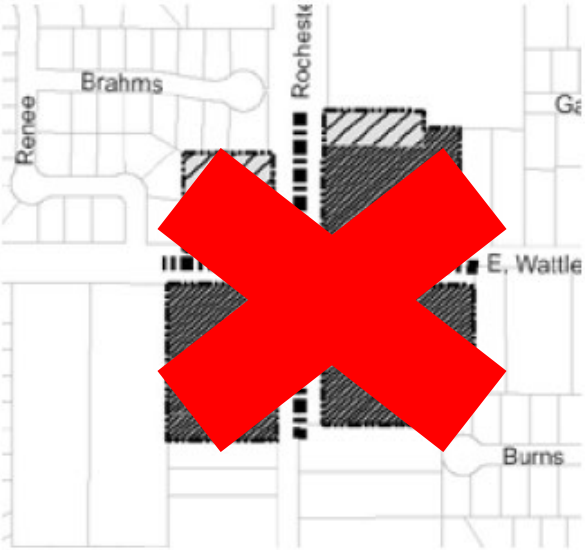
Node E



Node F



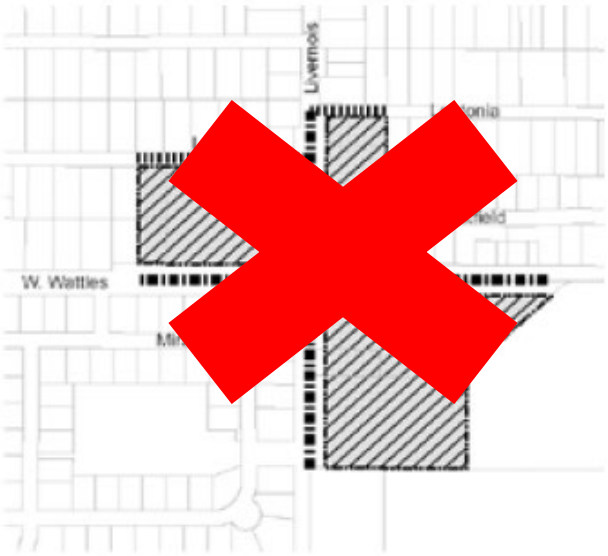
Node G



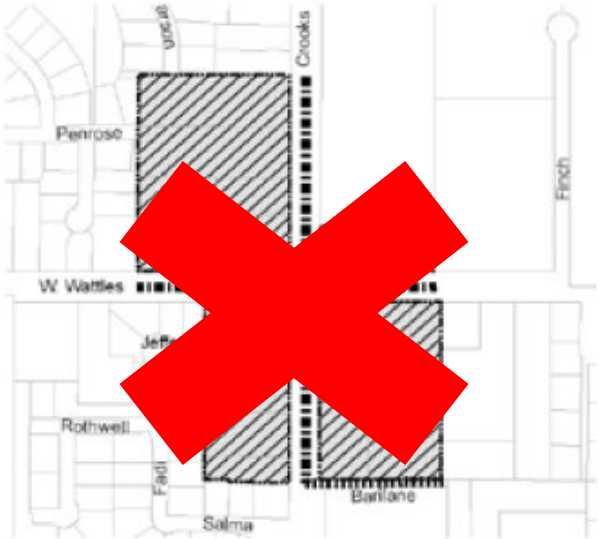
~~Map 5.06.1: Neighborhood Node District Regulating Plan (Continued)~~

Legend

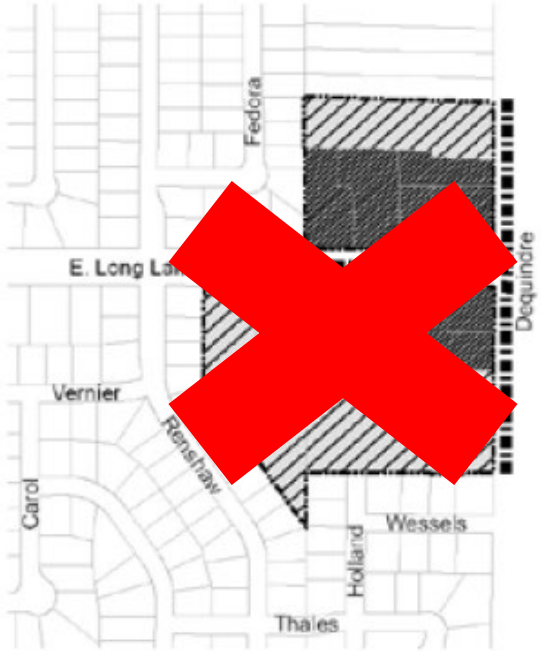
Node H



Node I

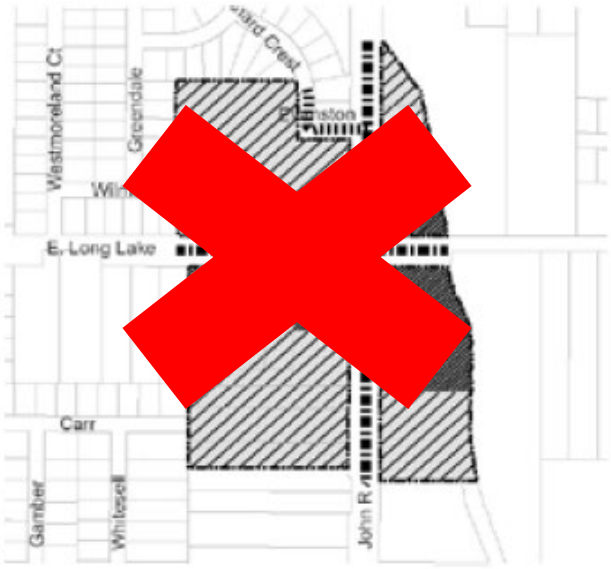


Node J



~~Map 5.06.1: Neighborhood Node District Regulating Plan (Continued)~~

Node K



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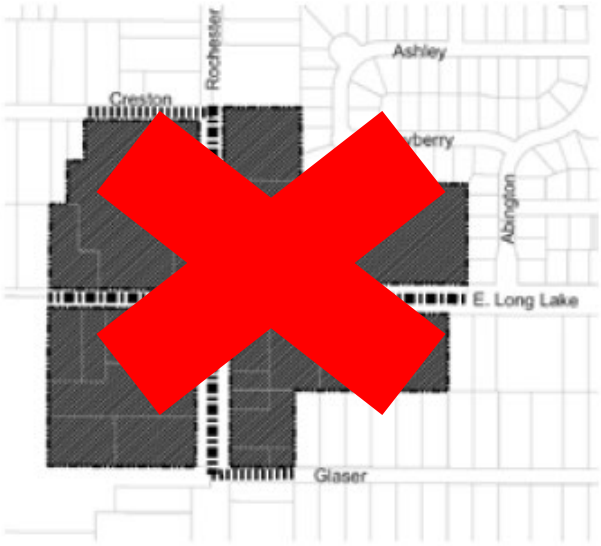
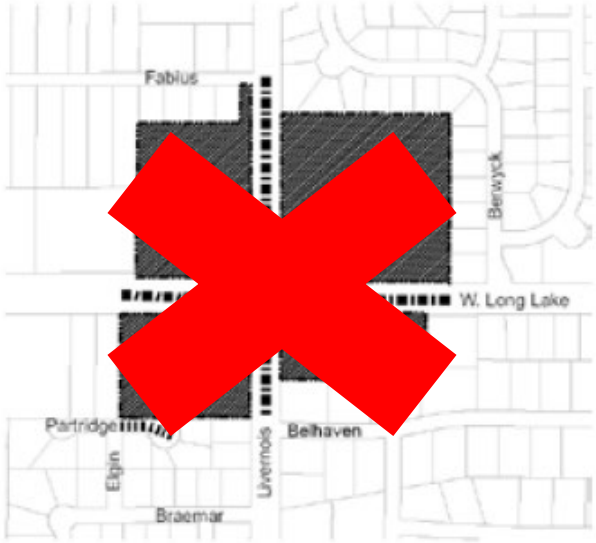
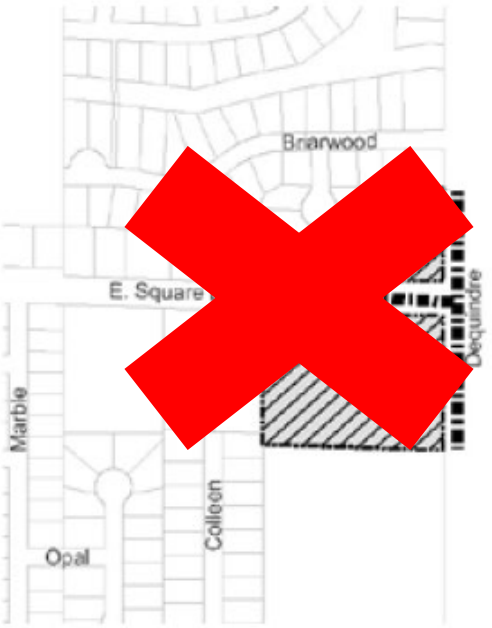


Node M



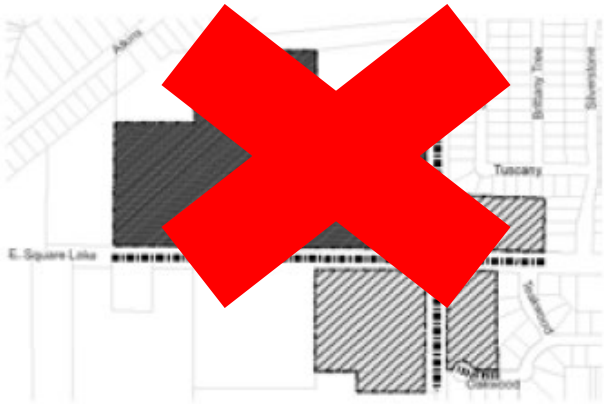
Node N



~~Map 5.06.1: Neighborhood Node District Regulating Plan (Continued)~~

Legend

Node O



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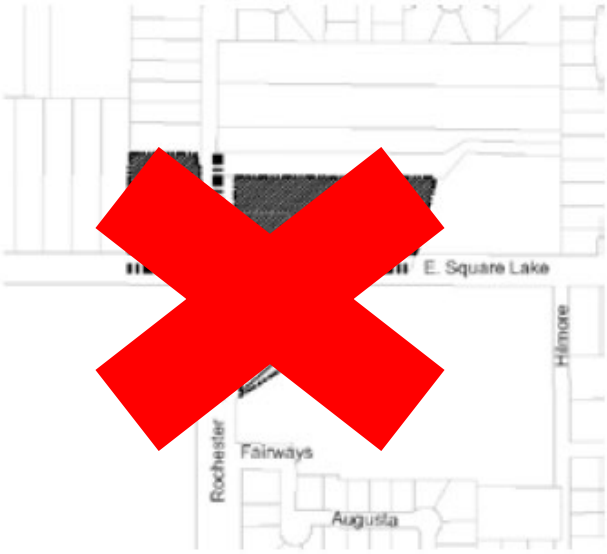
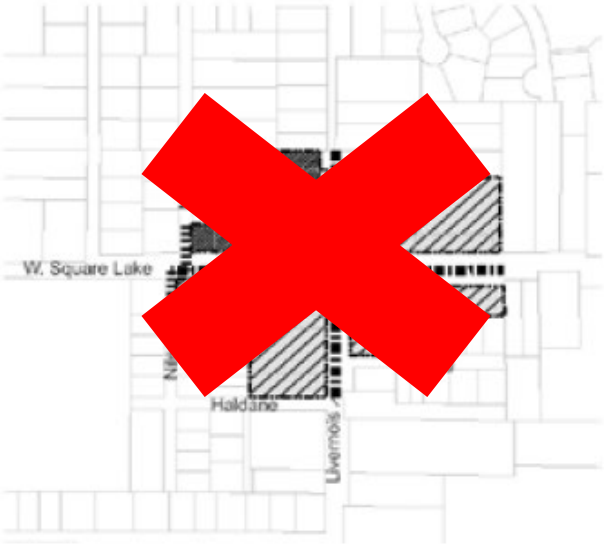
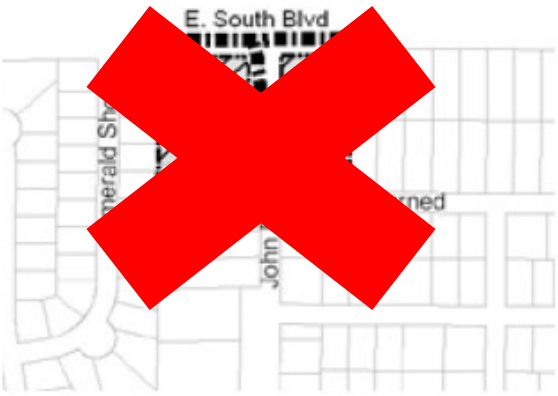


Node Q



~~Map 5.06.1: Neighborhood Node District Regulating Plan (Continued)~~

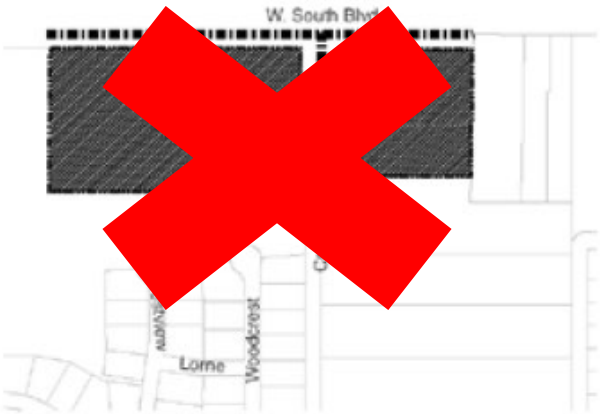
Node R



Node S

Node T

Node U



Section 3. Savings

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

Section 4. Severability Clause

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

Section 5. Effective Date

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

This Ordinance is enacted by the Council of the City of Troy, Oakland County, Michigan, at a regular meeting of the City Council held at City Hall, 500 W. Big Beaver, Troy, MI, on the _____ day of _____, 2026.

_____

Ethan Baker, Mayor

_____

Aileen Dickson, City Clerk

PROPOSED

NEIGHBORHOOD NODE REINDEXING

Existing Neighborhood Node	Intersection	Proposed Neighborhood Node
A	E Fourteen Mile & Dequindre	To Be Removed (Rezoned to IB)
B	Maple & Dequindre	**A**
C	Maple & John R	**B**
D	Big Beaver & Dequindre	**C**
E	Wattles & Dequindre	**D**
F	Wattles & John R	**E**
G	Wattles & Rochester	To Be Removed (Rezoned to GB)
H	Wattles & Livernois	To Be Removed (Rezoned to CB, RT & CF)
I	Wattles & Crooks	**F**
J	Long Lake & Dequindre	**G**
K	Long Lake & John R	**H**
L	Long Lake & Rochester	To Be Removed (Rezoned to GB & CB)
M	Long Lake & Livernois	To Be Removed (Rezoned to GB & RT)
N	Square Lake & Dequindre	**I**
O	Square Lake & John R	**J**
P	Square Lake & Rochester	**K**
Q	Square Lake & Livernois	**L**
R	South Blvd & John R	**M**
S	South Blvd & Rochester	To Be Removed (Rezoned to GB & RT)
T	South Blvd & Livernois	**N**
U	South Blvd & Crooks	**O**

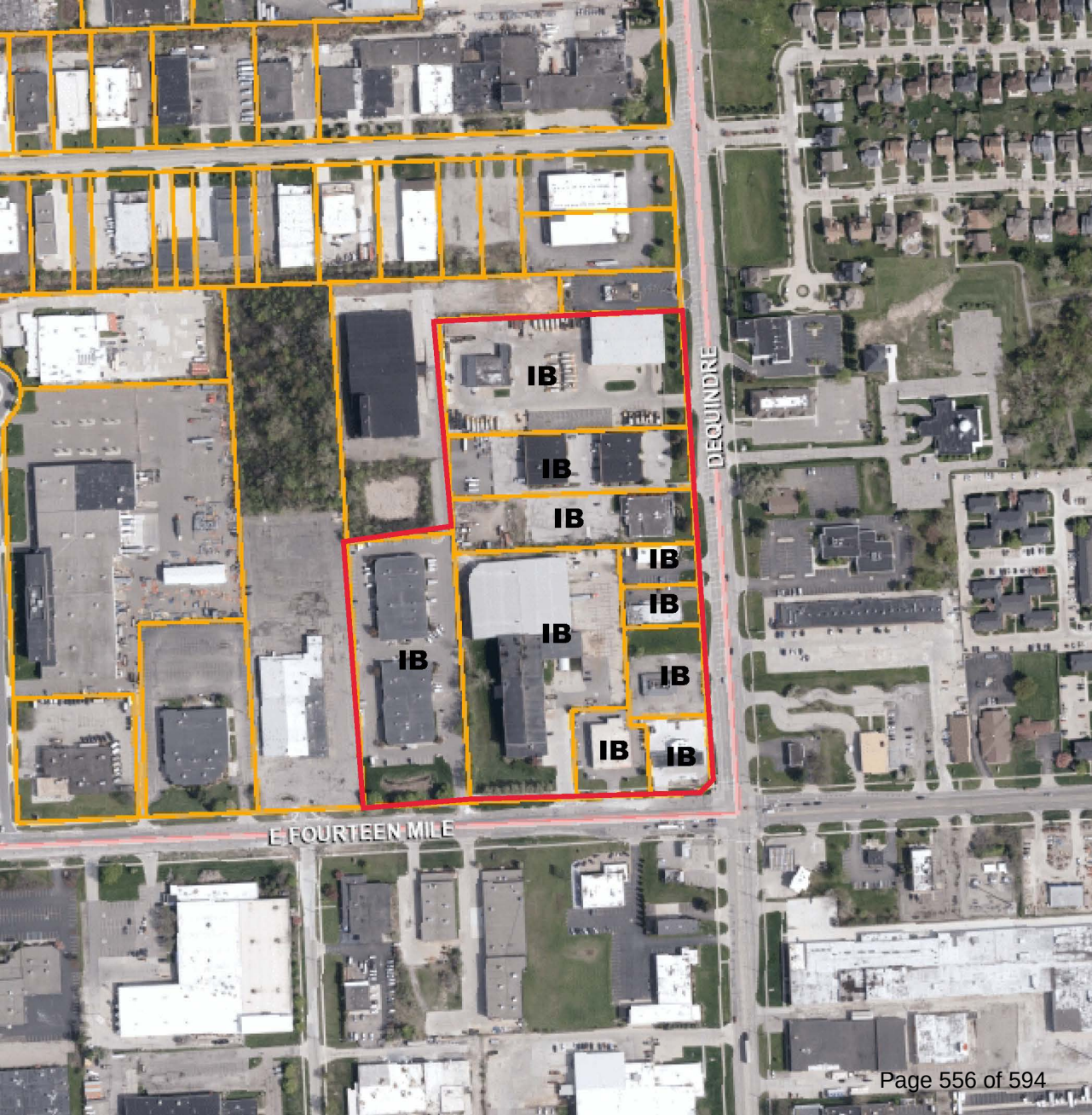
PROPOSED MAP AMENDMENTS

(REZONINGS)

DEQUINDRE AND FOURTEEN MILE

This Node (Node A) is proposed to be eliminated and the entire Node is proposed to be rezoned to IB.

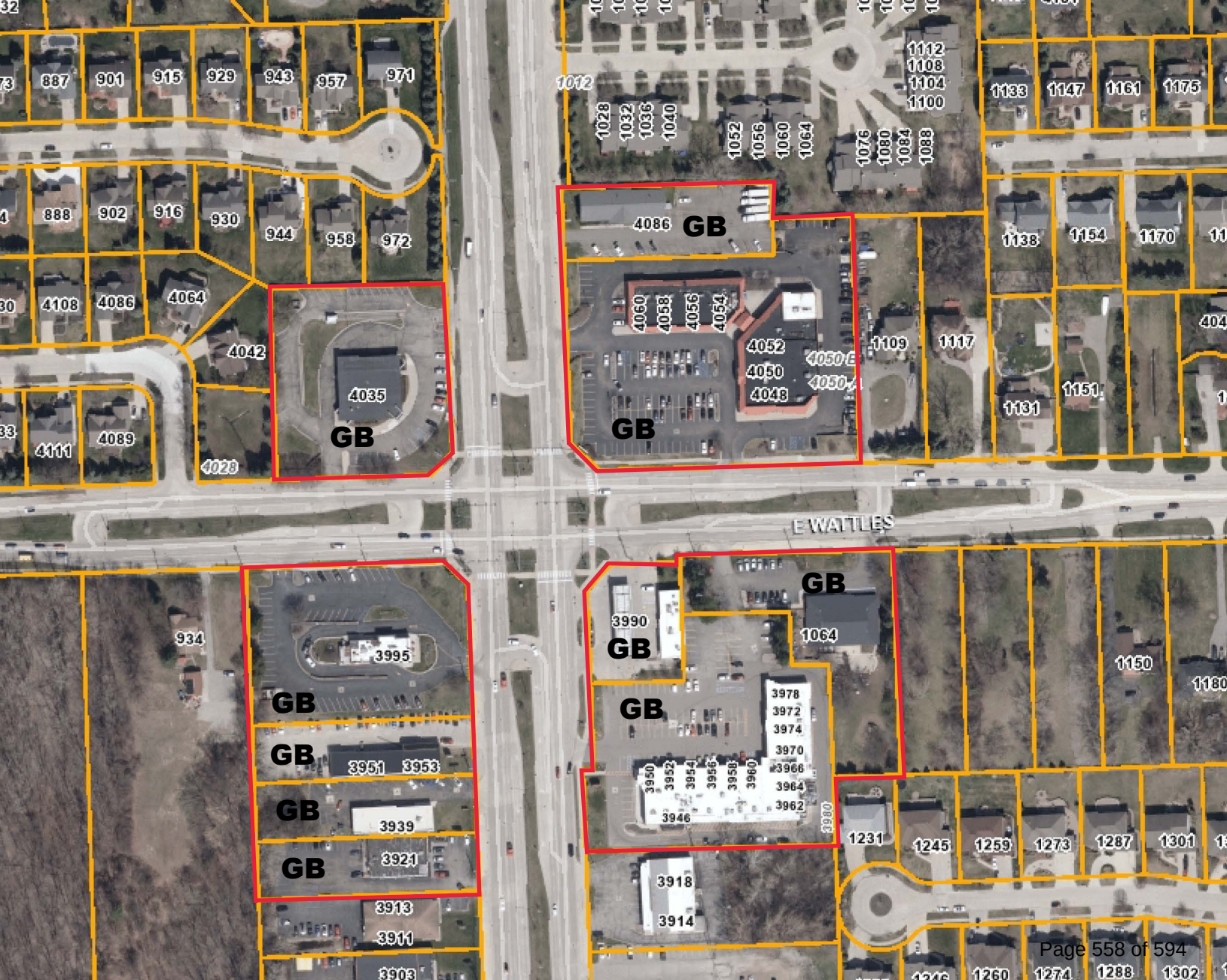
Parcel	Property Address	Current Zoning	Proposed Zoning
88-20-36-476-036	33259 DEQUINDRE	NN	IB
88-20-36-476-037	1783 E FOURTEEN MILE	NN	IB
88-20-36-476-038	1835 E FOURTEEN MILE -1837	NN	IB
88-20-36-476-039	33215 DEQUINDRE	NN	IB
88-20-36-476-040	33181 DEQUINDRE	NN	IB
88-20-36-476-050	33373 DEQUINDRE	NN	IB
88-20-36-476-071	1725 E FOURTEEN MILE -1729	NN	IB
88-20-36-476-074	33333 DEQUINDRE -33341	NN	IB
88-20-36-476-075	33145 DEQUINDRE	NN	IB
88-20-36-476-076	1881 E FOURTEEN MILE	NN	IB


IB
IB
IB
IB
IB
IB
IB
IB
IB
IB
DEQUINDRE
E FOURTEEN MILE

WATTLES AND ROCHESTER

This Node (Node G) is proposed to be eliminated. All properties are proposed to be rezoned to GB.

Parcel	Property Address	Current Zoning	Proposed Zoning
88-20-14-351-008	4086 ROCHESTER	NN	GB
88-20-14-351-056	4048 ROCHESTER -4066	NN	GB
88-20-15-478-015	4035 ROCHESTER	NN	CB
88-20-22-226-040	3951 ROCHESTER -3955	NN	GB
88-20-22-226-041	3939 ROCHESTER	NN	GB
88-20-22-226-042	3921 ROCHESTER	NN	GB
88-20-22-226-074	3995 ROCHESTER	NN	GB
88-20-23-100-044	3990 ROCHESTER	NN	GB
88-20-23-100-070	3946 ROCHESTER -3978	NN	GB
88-20-23-100-078	1064 E WATTLES	NN	GB


E WATTLES
GB
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4060
4058
4056
4054
4052
4050
4048
4035
4042
4064
4108
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4111
4089
4028
887
901
915
929
943
957
971
888
902
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930
944
958
972
1012
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3978
3972
3974
3970
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3962
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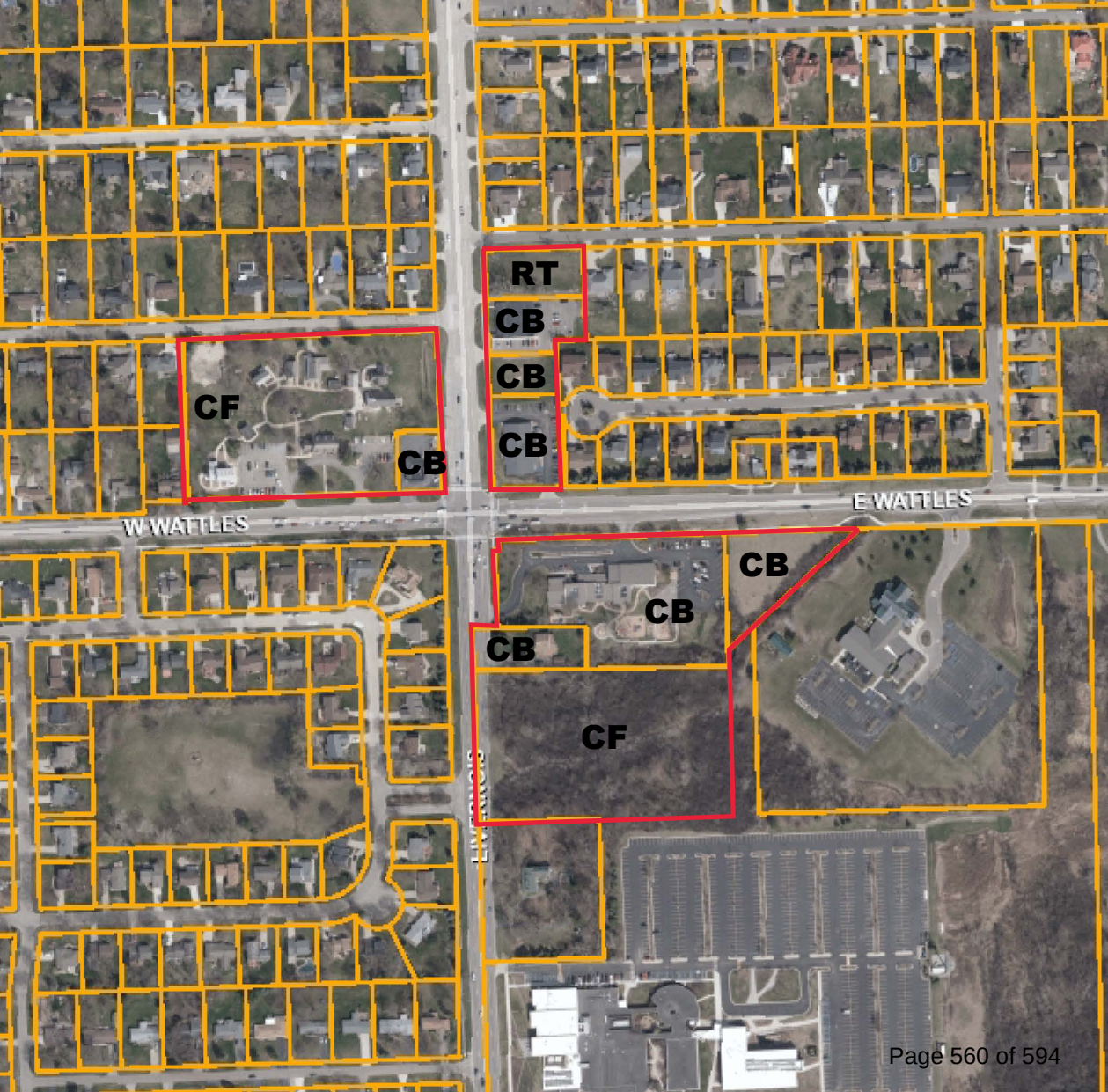
3952
3954
3956
3958
3960
3946
3980
3918
3914
1260
1274
1288
1302

WATTLES AND LIVERNOIS

This Node (Node H) is proposed to be eliminated and rezoned to multiple zoning districts (RT, CB and CF).

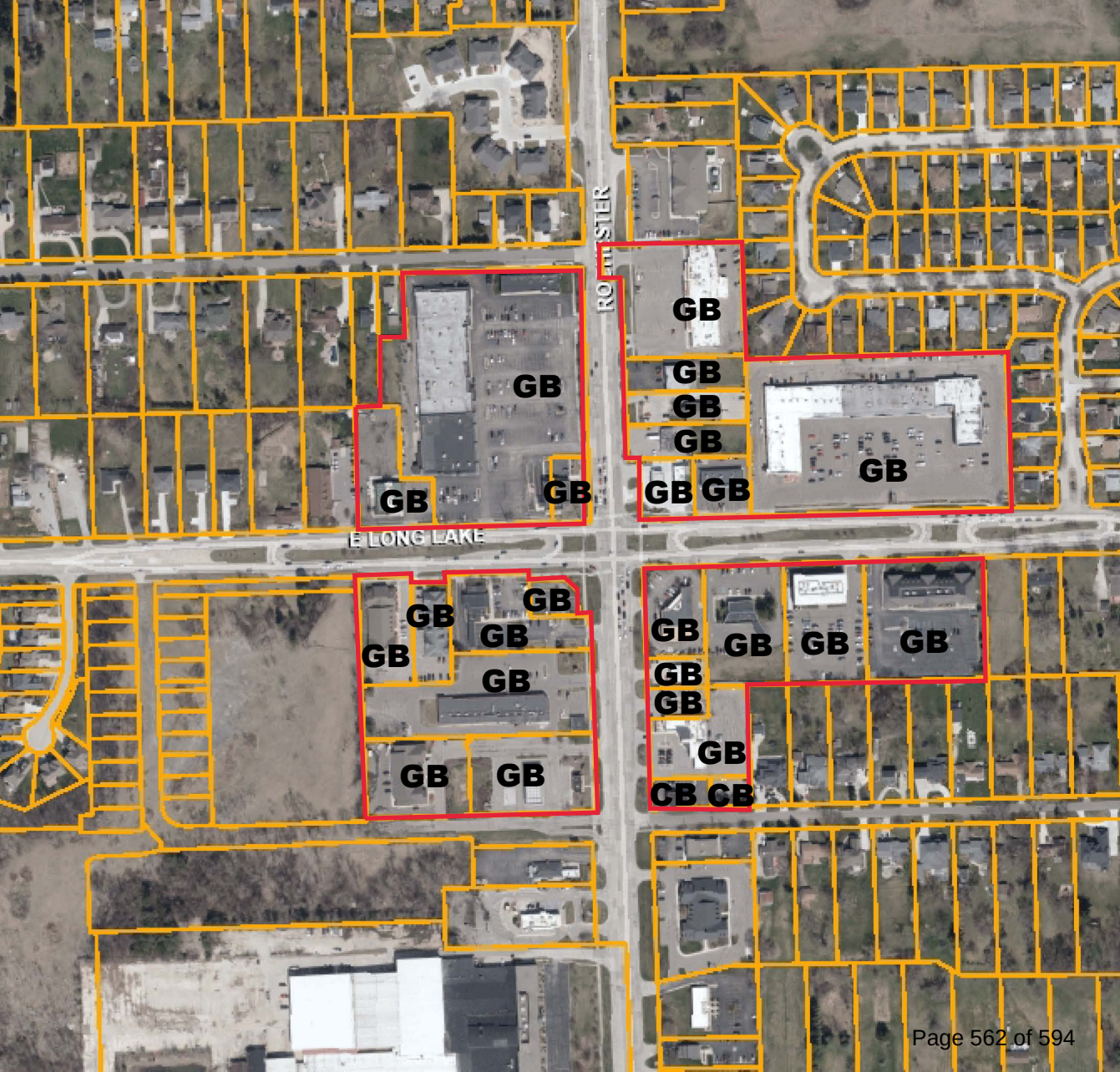
Parcel	Property Address	Current Zoning	Proposed Zoning
88-20-15-353-052	4072 LIVERNOIS 101-109	NN	RT
88-20-15-353-053	4062 LIVERNOIS -4066	NN	CB
88-20-15-353-054	N/A	NN	CB
88-20-15-355-066	4000 LIVERNOIS	NN	CB
88-20-22-101-043	3838 LIVERNOIS	NN/CF	CF
88-20-16-478-035	60 W WATTLES -62	NN	CF
88-20-16-478-036	4009 LIVERNOIS	NN	CB
88-20-22-101-001	3950 LIVERNOIS	NN	CB
88-20-22-101-002	3900 LIVERNOIS	NN	CB
88-20-22-101-003	92 E WATTLES	NN	CB


RT
CB
CB
CB
CF
CB
W WATTLES
E WATTLES
CB
CB
CB
CF

LONG LAKE AND ROCHESTER

This Node (Node L) is proposed to be eliminated and all properties are proposed to be rezoned to either GB or CB.

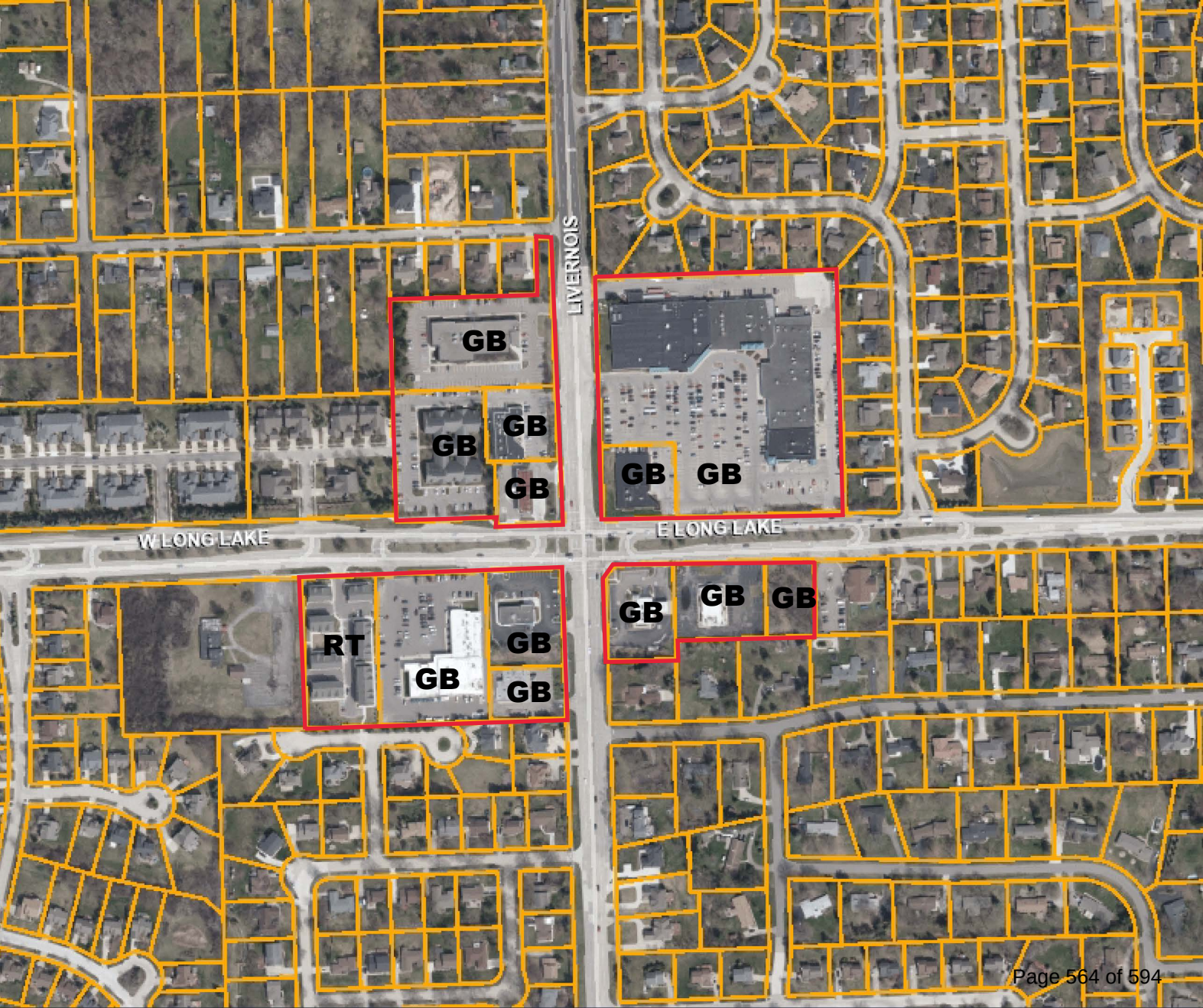
Parcel	Property Address	Current Zoning	Proposed Zoning
88-20-10-477-038	5017 ROCHESTER	NN	GB
88-20-10-477-039	935 E LONG LAKE	NN	GB
88-20-10-477-049	5027 ROCHESTER -5137	NN	GB
88-20-11-351-006	5042 ROCHESTER -5044	NN	GB
88-20-11-351-007	5032 ROCHESTER	NN	GB
88-20-11-351-008	5016 ROCHESTER -5024	NN	GB
88-20-11-351-009	5012 ROCHESTER	NN	GB
88-20-11-351-010	1047 E LONG LAKE -1055	NN	GB
88-20-11-351-011	1057 E LONG LAKE -1155	NN	GB
88-20-11-351-013	5054 ROCHESTER -5120	NN	GB
88-20-14-101-003	4932 ROCHESTER	NN	GB
88-20-14-101-004	4930 ROCHESTER	NN	GB
88-20-14-101-006	4880 ROCHESTER	NN	CB
88-20-14-101-040	1120 E LONG LAKE	NN	GB
88-20-14-101-042	1050 E LONG LAKE	NN	GB
88-20-14-101-043	4924 ROCHESTER	NN	GB
88-20-14-101-044	N/A	NN	CB
88-20-14-101-047	1152 E LONG LAKE	NN	GB
88-20-14-101-048	4966 ROCHESTER	NN	GB
88-20-15-201-015	850 E LONG LAKE	NN	GB
88-20-15-201-016	920 E LONG LAKE	NN	GB
88-20-15-201-018	4995 ROCHESTER	NN	GB
88-20-15-201-038	940 E LONG LAKE	NN	GB
88-20-15-201-040	4915 ROCHESTER -4967	NN	GB
88-20-15-201-048	4897 ROCHESTER	NN	GB
88-20-15-201-049	4889 ROCHESTER	NN	GB


ROCHESTER
E LONG LAKE
GB
GB
GB

LONG LAKE AND LIVERNOIS

This Node (Node M) is proposed to be eliminated and all properties are proposed to be rezoned to GB or RT.

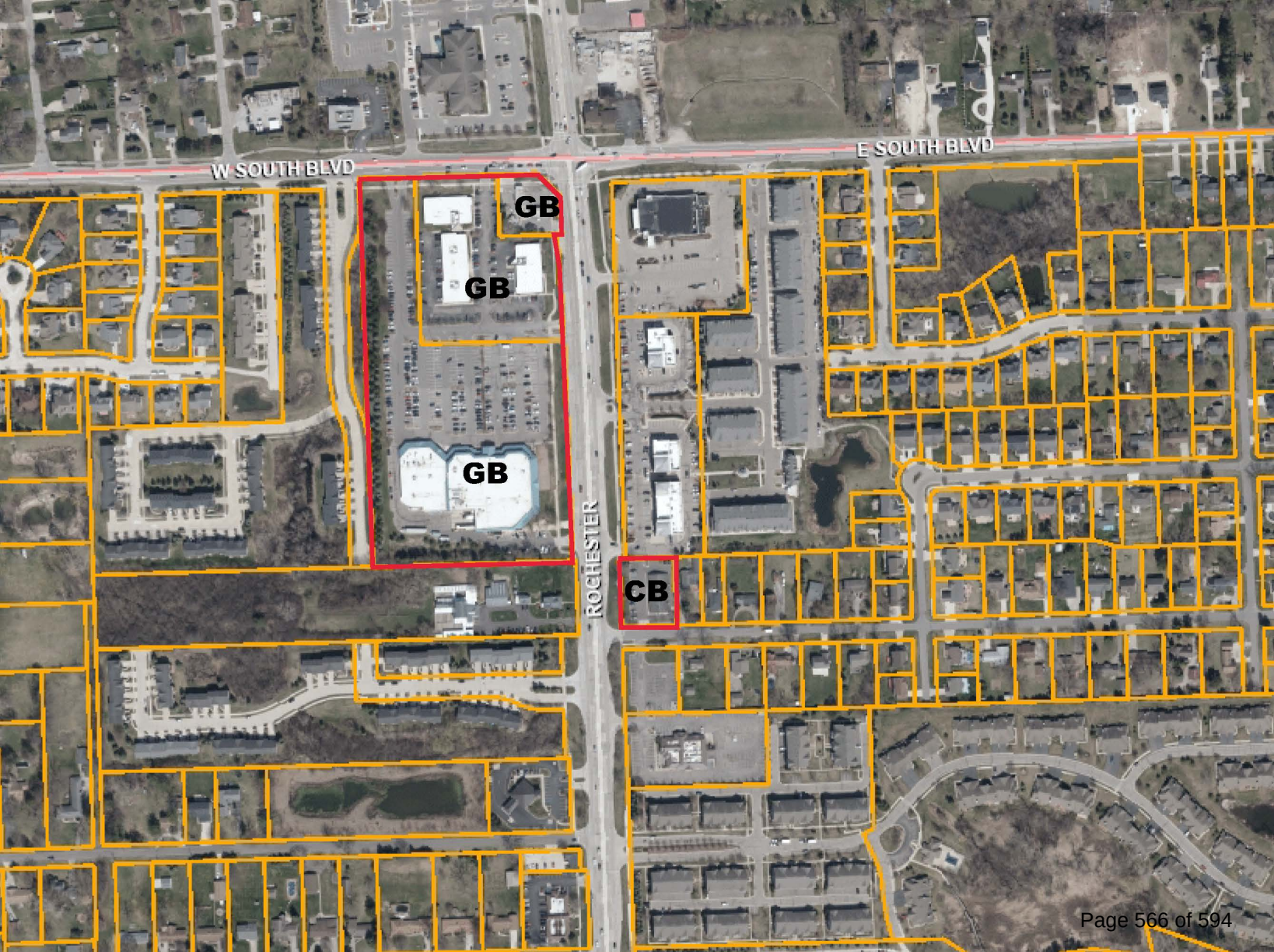
Parcel	Property Address	Current Zoning	Proposed Zoning
88-20-09-476-029	5015 LIVERNOIS	NN	GB
88-20-09-476-034	5053 LIVERNOIS -5079	NN	GB
88-20-09-476-042	5145 LIVERNOIS	NN	GB
88-20-09-476-043	70 W LONG LAKE	NN	GB
88-20-10-351-018	31 E LONG LAKE -125	NN	GB
88-20-10-351-019	25 E LONG LAKE	NN	GB
88-20-15-101-001	30 E LONG LAKE	NN	GB
88-20-15-101-030	102 E LONG LAKE	NN	GB
88-20-15-101-031	N/A	NN	GB
88-20-16-200-018	61 W LONG LAKE -109	NN	GB
88-20-16-200-019	55 W LONG LAKE	NN	GB
88-20-16-200-020	4973 LIVERNOIS -4979	NN	GB
88-20-16-202-001	4968 TREESIDE LN	NN	RT


GB
GB
GB
GB
GB
GB
LIVERNOIS
W LONG LAKE
E LONG LAKE
RT
GB
GB
GB
GB
GB
GB

SOUTH BOULEVARD AND ROCHESTER

This Node (Node S) is proposed to be eliminated and all properties rezoned to either GB or CB.

Parcel	Property Address	Current Zoning	Proposed Zoning
88-20-02-102-010	6780 ROCHESTER	NN	CB
88-20-03-226-013	6951 ROCHESTER	NN	GB
88-20-03-226-042	6905 ROCHESTER	NN	GB
88-20-03-226-046	6835 ROCHESTER -6843	NN	GB

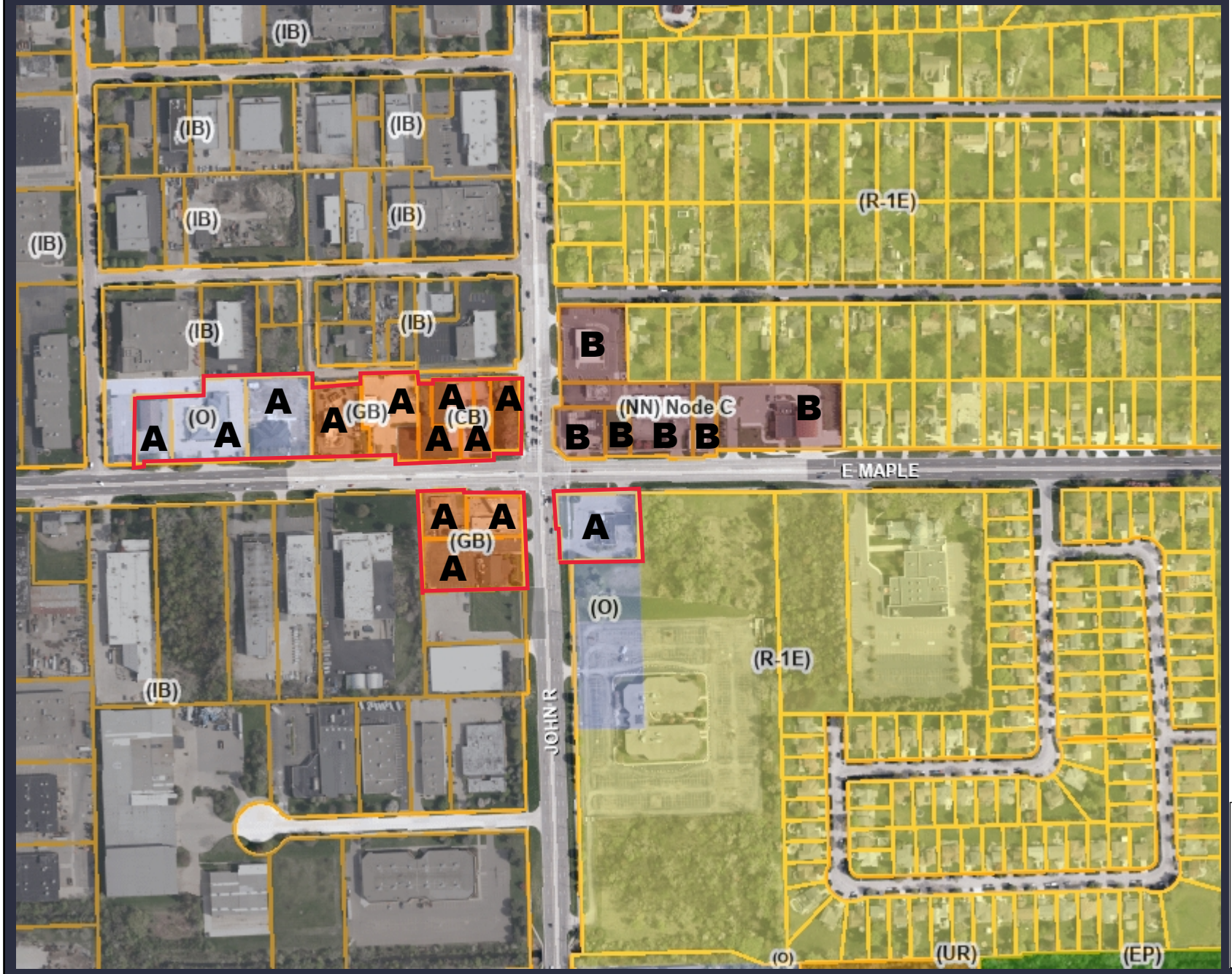

W SOUTH BLVD
E SOUTH BLVD
ROCHESTER
GB
GB
GB
CB

MAPLE AND JOHN R

This Node is presently designated as Node C. The Node includes only the northeast quadrant. It is proposed that this Node be expanded to include properties on the northwest, southwest and southeast quadrants. It is proposed to be designated as Node B.

Parcel	Property Address	Current Zoning	Proposed Zoning	Site Type
88-20-26-482-031	1883 E MAPLE	O	NN	A
88-20-26-482-032	1853 E MAPLE	O	NN	A
88-20-26-482-033	1869 E MAPLE	O	NN	A
88-20-26-483-009	N/A	CB	NN	A
88-20-26-483-047	1975 E MAPLE	CB	NN	A
88-20-26-483-048	1905 E MAPLE	GB	NN	A
88-20-26-483-050	N/A	CB	NN	A
88-20-26-483-053	N/A	CB	NN	A
88-20-26-483-055	1915 E MAPLE	GB	NN	A
88-20-35-226-042	1980 E MAPLE	GB	NN	A
88-20-35-226-095	1940 E MAPLE	GB	NN	A
88-20-35-226-096	1477 JOHN R	GB	NN	A
88-20-36-100-057	1494 JOHN R	O	NN	A

GIS Online



Legend:

Form Based Zoning 2

- (PUD) Planned Unit Development; (PUD Development #17; (PUD-19) Planned Ur
- (CF) Community Facilities District
- (EP) Environmental Protection District
- (BB) Big Beaver Road
- (MR) Maple Road
- (NN) Neighborhood Nodes (A-U)
- (CB) Community Business
- (GB) General Business
- (IB) Integrated Industrial Business Distric
- (O) Office Building District
- (OM) Office Mixed Use
- (P) Vehicular Parking District
- (R-1A) One Family Residential District
- (R-1B) One Family Residential District
- (R-1C) One Family Residential District
- (R-1D) One Family Residential District
- (R-1E) One Family Residential District
- (RT) One Family Attached Residential D
- (MF) Multi-Family Residential
- (MHP) Manufactured Housing
- (UR) Urban Residential
- (RC) Research Center District
- (PV) Planned Vehicle Sales
- (PUD) Planned Unit Development

Notes:

Map Scale: 1=543

Created: July 3, 2024

Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.

CROOKS AND WATTLES

This Node is presently designated as Node I. It is proposed that the northeast quadrant of the Node be removed from the Node and rezoned to R-1B. The Node is proposed to be designated as Node F.

Parcel	Property Address	Current Zoning	Proposed Zoning
88-20-16-301-011	N/A	NN	R1-B
88-20-16-301-012	926 W WATTLES	NN	R1-B

GIS Online

Legend:

Form Based Zoning 2

- (PUD) Planned Unit Development; (PUD Development #17; (PUD-19) Planned Ur
- (CF) Community Facilities District
- (EP) Environmental Protection District
- (BB) Big Beaver Road
- (MR) Maple Road
- (NN) Neighborhood Nodes (A-U)
- (CB) Community Business
- (GB) General Business
- (IB) Integrated Industrial Business Distric
- (O) Office Building District
- (OM) Office Mixed Use
- (P) Vehicular Parking District
- (R-1A) One Family Residential District
- (R-1B) One Family Residential District
- (R-1C) One Family Residential District
- (R-1D) One Family Residential District
- (R-1E) One Family Residential District
- (RT) One Family Attached Residential D
- (MF) Multi-Family Residential
- (MHP) Manufactured Housing
- (UR) Urban Residential
- (RC) Research Center District
- (PV) Planned Vehicle Sales
- (PUD) Planned Unit Development

Notes:

Map Scale: 1=543

Created: July 3, 2024

Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.

LONG LAKE AND JOHN R

This Node is presently designated as Node K. There are two parcels in the northwest quadrant that are zoned NN but the underlying use of both parcels is single-family residential. Both parcels are considered legal nonconforming and front on a residential street. It is proposed that both parcels be removed from the Node and rezoned to R-1C. It is proposed that the Node be designated as Node H.

Parcel	Property Address	Current Zoning	Proposed Zoning
88-20-11-481-016	5135 ORCHARD CREST	NN	R1-C
88-20-11-481-017	5121 ORCHARD CREST	NN	R1-C

GIS Online

Legend:

Form Based Zoning 2

- (PUD) Planned Unit Development; (PUD Development #17; (PUD-19) Planned Ur
- (CF) Community Facilities District
- (EP) Environmental Protection District
- (BB) Big Beaver Road
- (MR) Maple Road
- (NN) Neighborhood Nodes (A-U)
- (CB) Community Business
- (GB) General Business
- (IB) Integrated Industrial Business Distric
- (O) Office Building District
- (OM) Office Mixed Use
- (P) Vehicular Parking District
- (R-1A) One Family Residential District
- (R-1B) One Family Residential District
- (R-1C) One Family Residential District
- (R-1D) One Family Residential District
- (R-1E) One Family Residential District
- (RT) One Family Attached Residential D
- (MF) Multi-Family Residential
- (MHP) Manufactured Housing
- (UR) Urban Residential
- (RC) Research Center District
- (PV) Planned Vehicle Sales
- (PUD) Planned Unit Development

Notes:

Map Scale: 1=543

Created: July 3, 2024

Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.

Carlisle | Wortman
ASSOCIATES, INC.
117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

To: City of Troy Planning Commission

From: Benjamin Carlisle, AICP

Date: December 3, 2025

Re: Neighborhood Node Zoning Text Amendments

Following the City Council's adoption of the updated Master Plan—particularly its emphasis on revisions to the Neighborhood Nodes—the Planning Commission was tasked with amending the Zoning Ordinance to reflect the updated vision and policies. To lead this effort, a Neighborhood Node Steering Committee was established, composed of Chair Perakis, Commissioner Krent, Commissioner Lambert, and Commissioner Faison.

The Steering Committee convened for multiple working sessions. The objective of this process was to ensure the Zoning Ordinance aligned with the intent and purpose of the Master Plan, addressed recurring development challenges, and provided context-sensitive standards tailored to the unique character of each node.

Major amendments include:

1. **Updated intent statement to reflect additions to Master Plan**
   - Reinforced that Neighborhood Nodes are small-scale, mixed-use centers.
   - Encouraged walkability, public space, active ground floors, and context-sensitive design.
   - Prioritized compatibility with adjacent single-family neighborhoods.
   - Added clearer linkage to the 2024 Master Plan update.

2. **Reorganized Regulating Plan Structure**
   - Clarified that Site Types (A, B, C) are determined by lot size, location, and context.
   - Added much more narrative detail explaining:
     - Role of each site type within nodes.
     - Regional visibility and intensity for NN:A.
     - Transitional function for NN:B and NN:C.
   - Repeated emphasis on parcel consolidation as a preferred development strategy.

Benjamin R. Carlisle, *President* John L. Enos, *Vice President* Douglas J. Lewan, *Principal*
David Scurto, *Principal* Sally M. Elmiger, *Principal* R. Donald Wortman, *Principal* Craig Strong, *Principal*
Paul Montagno, *Principal* Megan Masson-Minock, *Principal* Laura Kreps, *Principal*
Richard K. Carlisle, *Past President/Senior Principal*

3. **Updated Site Type Definitions**
   - NN:A (High Intensity)
     - Expanded explanation that NN:A supports:
       - Encourages medium density redevelopment.
       - Mixed use including upper-floor residential.
       - Destination retail and services.
       - Clarifies typical conditions: arterial corners, large parcels, cross-access.
   - NN:B (Transitional / Mixed Residential & Commercial)
     - Identified as the most diverse site type.
     - Support for:
       - Small/medium retail and service.
       - Residential at grade or attached formats.
       - Transitional buffers.
     - Additional narrative on role in connecting neighborhoods to the Node.
   - NN:C (Edge Residential / Low-Intensity Commercial)
     - Listed expectation that these primarily serve as residential buffers.
     - Allows small-scale neighborhood commercial only under limited conditions.
     - Add dimensional requirements for single family residential and duplexes

4. **Added regulations and standards to modify a regulating plan (i.e amending a site type)**
   - Planning Commission may modify Site Type designations (e.g., from C to B) through public hearing and site plan review.
   - Modification criteria include:
     - Change in conditions since the Master Plan
     - Compatibility with adjacent uses
     - Conformance with district intent

5. **Expansion of Design Standards**
   - Clarify how height in Neighborhood Nodes is calculated
   - Substantial additions strengthening form-based design.
   - Building Orientation & Entrances
     - Primary entrances must directly face the street.
     - New detail for:
       - Mixed-use buildings (separate res./non-res entrances).
       - Residential entrance waiver—new criteria the PC must evaluate.
   - Ground Story Activation & Transparency
     - Required first-floor transparency:
       - 50% on street frontages.
       - 30% facing parking.
     - Planning Commission may waive standards for:
       - Historic/unique buildings.
       - Residential safety/privacy.

- Transparency alternatives section including:
  - Wall design articulation.
  - Outdoor seating.
  - Permanent art.
  - Green screens.
  - Translucent glazing.

6. Simplified & Updated Authorize Use Groups and Building Form

- Use Groups (Table 5.06.C-2)
  - Reorganized use categories.
  - Drive-thrus explicitly prohibited.
  - Eliminate a number of uses allowed in Neighborhood Nodes:
    - Schools
    - All auto-use
    - Data Centers
    - Technology Centers/Office Research
    - Funeral Homes
    - Retail large format
    - Shopping Centers
    - Building and Lumber Supply
    - Garden Centers
    - Outdoor Commercial Recreation
    - Self-storage
    - Commercial kennels
    - Drive-Through Facilities
    - Contractor's equipment storage
    - Food products
    - Commercial outdoor storage
    - Manufacturing, processing, etc.
    - Metal plating Plastics Printing
    - Tool & die, gauge & machine shops
    - Truck/trailer rental
    - Warehousing/wholesale
    - Experimental research & testing labs
  - Allow single-family uses as a special use in very small sites (site type C).
  - Do not allow residential-only in larger Site Type A sites / only allow residential as part of a mixed use project in larger Site Type A sites.
  - Mixed-use clarified:
    - Upper-floor residential allowed by right in NN:A as part of mixed use.
    - Horizontal or vertical mixing clarified.
    - Mixed-use requires special use if any individual component does.
- Building Forms (Table 5.06.C-3)

- Cleaned duplication and formatting.
- Reinforces:
  - Multi-story mixed-use allowed only in NN:A (special approval).
  - NN:C focused on single-family and low-intensity attached formats.

7. New Section: Semi-Basement Apartment Units

- A fully new building type standard.
- Defines semi-basement units.
- Establishes:
  - 8-ft ceiling minimum.
  - Natural light/ventilation (% requirements).
  - Minimum unit size.
  - Required private patio with minimum size & railing standards.

8. Strengthened Transitional Features Section

- Defines transitional elements (architecture, massing, site features).
- Height transitions:
  - 2.5 stories/30 ft max next to one-family zoning.
  - 3 stories/38 ft elsewhere.
- Explicit measurement standard (grade to roof peak).
- Setback & Greenbelt
  - Mandatory 20 to 30-ft setback and greenbelt along single-family.
  - PC may deviate—new criteria added (public health, Master Plan, natural features).

9. Updated Site Access, Parking, and Loading

- Clear limits on the percentage of the building frontage that can be occupied by parking:
  - 50% along primary building line (or 100 ft).
  - Corner lots use cumulative frontage calculation.
  - Double-frontage lots capped at 65% (or 125 ft).
- Reinforces use of shared parking and parking flexibility provisions.
- Aligns screening with Section 13.02.C.

10. Additional Clarifications & Clean-Up

- Multiple duplicate tables removed or re-aligned.
- Consistency edits to height language, transparency metrics, and definitions.
- Improved formatting around regulating plan and maps.

11. Updated regulating maps

- See attached spreadsheet

Please let me know if you have any questions.

Sincerely,

CARLISLE/WORTMAN ASSOC.,INC
Benjamin R. Carlisle, AICP, LEED AP
President

Attachment: - Revised Neighborhood Node Ordinance (Redline)

ZONING ORDINANCE TEXT AND MAP AMENDMENTS

5. PUBLIC HEARING - ZONING ORDINANCE TEXT AMENDMENTS (File Number ZOTA 258) – Neighborhood Node Revisions - Text amendments and map amendments (rezonings)

Mr. Carlisle gave a presentation on the proposed text amendments for Neighborhood Node zoning districts. He addressed the process, key focus and identified issues.

Outline of the presentation:
- Updated intent statement.
- Reorganized regulating plan structure.
  - Added a third site type; removed street types.
- Updated site type definitions,
- Added regulations and standards to modify a regulating plan.
- Expansion of design standards.
- Simplified and updated use groups and building forms.
- Strengthened and defined transitional features section.
- Updated site access, parking and loading.
- Node Review:
  - Reviewed parcel by parcel.
  - Reclassified fifteen (15) nodes.
  - Expanded Maple and John R Neighborhood Node.
  - Eliminated six (6) nodes.
  - Suggested rezoning back to previously zoned designations before Neighborhood Nodes were adopted.

Mr. Savidant summarized the proposed map amendments (rezonings) as they were displayed on the visual screen. He indicated the same information is available in the Planning Commission agenda packet and on the City's website under the Planning Department. Mr. Savidant said reverting the properties back to their original zoning classifications would have less impact on neighboring residential properties as relates to building height, setback requirements and permitted uses.

Mr. Carlisle explained the process for future reclassification of site types. He said the proposed rezonings are in context with existing land uses.

PUBLIC HEARING OPENED

- Zaid Arabo, 801 S Adams, Birmingham; representing property owner at Long Lake and Rochester, voiced support for rezoning to GB (General Business).
- Deborah Louzecky, 6327 Donaldson; addressed Square Lake and Livernois (Node L, Troy Corners), asked to create specific zoning or overlay zoning for Troy Corners.
- Phyllis Schad, 1848 Shenandoah; addressed John R and Long Lake, rezoning to R1-C.
- Leasa Williams, 159 Telford; addressed Square Lake and Livernois (Node L, Troy Corners), asked to keep a village intent of Troy Corners.

- Ann Coleman, 6091 Livernois; addressed Square Lake and Livernois (Node L, Troy Corners), asked for ordinance language specific to the node.
- David Bocha, 4927 John R, 1996 E Long Lake; addressed Long Lake and John R as relates to current parcels on market.
- Rajeev Tiwari, 1259 Burns Drive; Wattles and Rochester, addressed traffic, safety and privacy concerns.
- Vasudeva Gupta, 418 Blakely; addressed Wattles and Livernois, supports current zoning.
- John Schroder, 5245 Berwyck; addressed Long Lake Livernois (Node M); questioned rezoning to GB (General Business) when corner is currently thriving.
- Kalyan Rachakonda, 1090 Glaser; addressed Long Lake and Rochester; opposed to rezoning to GB (General Business) – *(Two (2) show of hands from the audience)*
- Richard Peters, no address given; addressed Wattles and Livernois and over development of the City.
- Naga Bathala, 3666 Old Creek; Wattles and Livernois; concern with generating more traffic and congestion on single lane bridge (over I-75) between Livernois and Crooks. *(17 show of hands from the audience)*
- Mary Ellen Barden, 2105 Babcock; acknowledged personally not affected by rezonings, asked the City to make modifications that address concerns of residents.

Chair Perakis asked those in the audience to a show of hands if they are present to address the following neighborhood nodes:

Wattles and Rochester – one (1) hand
Wattles and Livernois – 18 hands (4 emails)
Long Lake and Rochester – five (5) hands
Square Lake and Livernois (Troy Corners) – eight (8) hands, 230 on Facebook
Long Lake and John R – three (3) hands
Long Lake and Livernois – eight (8) hands

PUBLIC HEARING CLOSED

Resolution # PC-2026-02-

Moved by: Fox
Support by: Faison

RESOLVED, That the Planning Commission hereby recommends to the City Council that Article 5 of Chapter 39 of the Code of the City of Troy, which includes provisions related to the Neighborhood Node Zoning District, including the Regulating Plan, be amended as printed on the proposed Zoning Ordinance Text Amendment.

BE IT FURTHER RESOLVED, That the Planning Commission hereby recommends to the City Council that the proposed Zoning Ordinance Map Amendments, as described in the attachment entitled “Proposed Map Amendments (Rezonings)”, including a total of 90 properties, be approved.

Discussion on the motion on the floor.

Mr. Savidant and Mr. Carlisle responded to specific questions posed by the public speakers and their concerns relating to potential impact on their properties.

Mr. Savidant addressed Troy Corners. He stated it would not be in the best interest of the City to create a specific zoning for Troy Corners due to the time it would take to create one. He said it is his opinion going back to the original zoning is generally consistent with adjacent properties.

***MOTION TO AMEND* Agenda Item 5** ZONING ORDINANCE TEXT AMENDMENTS (File Number ZOTA 258) – Neighborhood Node Revisions

Resolution # PC-2026-02-014

Moved by: Tagle
Support by: Krent

RESOLVED, To amend the motion that the proposed text language on Page 20, second from the last paragraph, to change the wording "*landscape techniques shall be encouraged*" to "***landscape techniques shall be required***".

Yes: Hutson, Krent, Lambert, Malalahalli, Tagle
No: Buechner, Faison, Fox, Perakis

MOTION CARRIED

***MOTION TO AMEND* Agenda Item 5** ZONING ORDINANCE TEXT AMENDMENTS (File Number ZOTA 258) – Neighborhood Node Revisions

Resolution # PC-2026-02-015

Moved by: Tagle
Support by: Malalahalli

RESOLVED, To amend the motion that the proposed text language on Page 21, third sentence from the bottom, to strike the word "*often*", and the sentence reads: ***These NN:A sites may also incorporate higher-density residential development***….

Yes: Buechner, Faison, Hutson, Krent, Lambert, Malalahalli, Perakis, Tagle
No: Fox

MOTION CARRIED

***MOTION TO AMEND* Agenda Item 5** ZONING ORDINANCE TEXT AMENDMENTS (File Number ZOTA 258) – Neighborhood Node Revisions

Resolution # PC-2026-02-016

Moved by: Tagle
Support by: Perakis

RESOLVED, To amend the motion that the proposed text language on Page 25, ***strike sub-section E.1.c.ii. Stoop or enclosed or covered porch, in its entirely***.

Yes: Buechner, Faison, Hutson, Krent, Lambert, Malalahalli, Perakis, Tagle
No: Fox

MOTION CARRIED

MOTION TO AMEND **Agenda Item 5** ZONING ORDINANCE TEXT AMENDMENTS (File Number ZOTA 258) – Neighborhood Node Revisions

Resolution # PC-2026-02-017

Moved by: Tagle
Support by: Hutson

RESOLVED, To amend the motion that the proposed text language on Page 27, sub-section iii, strike the words "*toward the front edge of the building*" and the sentence reads "***Windows for building sides shall be concentrated in locations most visible from an urban open space or public-right-of-way***.

Yes: All present (9)

MOTION CARRIED

MOTION TO AMEND **Agenda Item 5** ZONING ORDINANCE TEXT AMENDMENTS (File Number ZOTA 258) – Neighborhood Node Revisions

Resolution # PC-2026-02-018

Moved by: Tagle
Support by: Faison

RESOLVED, To amend the motion that the proposed text language on Page 27, sub-section i.(c), add the words "***and bateens***" after the words "*System of horizontal and vertical reveals*"….

Yes: All present (9)

MOTION CARRIED

MOTION TO AMEND **Agenda Item 5** ZONING ORDINANCE TEXT AMENDMENTS (File Number ZOTA 258) – Neighborhood Node Revisions

Resolution # PC-2026-02-019

Moved by: Tagle
Support by: Buechner

RESOLVED, To amend the motion that the proposed text language on Page 28, 3.(c) 1., to read: "Minimum Ceiling Height: A minimum of eight (8) feet, ***or as the State Building Code requires***, from floor to ceiling in habitable rooms is required to ensure comfort and livability.

Yes: All present (9)

MOTION CARRIED

MOTION TO AMEND **Agenda Item 5** ZONING ORDINANCE TEXT AMENDMENTS (File Number ZOTA 258) – Neighborhood Node Revisions

Resolution # PC-2026-02-020

Moved by: Lambert
Support by: Fox

RESOLVED, To amend the motion that the proposed text language on Page 20, second to the last paragraph, last sentence, to strike the word "*respect*" and replace with the word "***protect***".

Yes: All present (9)

MOTION CARRIED

Resolution # PC-2026-02-021

Moved by: Fox
Support by: Malalahalli

RESOLVED, That the Planning Commission hereby recommends to the City Council that Article 5 of Chapter 39 of the Code of the City of Troy, which includes provisions related to the Neighborhood Node Zoning District, including the Regulating Plan, be amended as printed on the proposed Zoning Ordinance Text Amendment.

BE IT FURTHER RESOLVED, That the Planning Commission hereby recommends to the City Council that the proposed Zoning Ordinance Map Amendments, as described in the attachment entitled "Proposed Map Amendments (Rezonings)", including a total of 90 properties, be approved, as **AMENDED six times**.

Yes: All present (9)

MOTION CARRIED

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM COVER SHEET

O.2.a.

Agenda Item:

O.2.a. February 2026 Emergency Medical Services (EMS) Monthly Report

ATTACHMENT(S):
20260323 Emergency Medical Services (EMS) Monthly Report, 20260323 EMS Monthly Reprt

500 West Big Beaver
Troy, MI 48084
troymi.gov

FROM THE OFFICE OF THE CITY MANAGER

Date: March 13, 2026

To: Frank A. Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Peter Hullinger, Fire Chief

Subject: February 2026 Emergency Medical Services (EMS) Monthly Report

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The purpose of this memo is to explain EMS monthly reporting.

Definitions
As used in this memo:

a) “Advanced Life Support” (ALS) ambulance or unit means a patient transport vehicle operating with two licensed EMS practitioners, one of whom must be a licensed Paramedic.
b) “Basic Life Support” (BLS) ambulance or unit means a patient transport vehicle operating with two licensed EMS practitioners, both of whom must be a licensed EMT.
c) “Dispatch processing time” means time from Star EMS dispatcher receiving the call to Unit Notified by Dispatch.
d) Emergency Medical Technician (EMT) means the second level of EMS practitioner licensed by the State of Michigan.
e) “Interagency referral” means assistance requested by one agency to another and in return the other agency can expect help when needed, also known as Mutual Aid.
f) "Paramedic" means the fourth level of EMS practitioner licensed by the State of Michigan.
g) “Response time” means time from Unit Notified by Dispatch to Unit Arrived on Scene (Oakland County Medical Control Authority System Protocols, EMS Response Time Standards)

The agreement between the City and Star EMS includes the following performance standards:

2.14 Response Times (Tiered Response Model)

a. **Priority 1 (Emergency)**. A qualified medical unit (PFR, BLS, or ALS) shall arrive to the scene within 6:00 minutes of call dispatched for 90% of emergency incidents. The first-arriving unit stops the clock; additional resources are dispatched as needed. This standard corresponds to the Performance-Based Tiered Response Model (Section 9.2 of the Bid Document).
b. **Priority 3 (Non-Emergency)**. A qualified medical unit (PFR, BLS, or ALS) shall arrive on the scene within 15:00 minutes of call dispatched for 90% of non-emergency incidents.

The agreement also includes the following regarding monthly reporting:

2.4 **Reporting.** Provider shall submit monthly electronic reports to the City. These reports shall include response times, dispatch processing times, interagency referrals, call downgrades, and any other compliance data requested by the City or MCA [Medical Control Authority]. Non-compliance with this reporting requirement may be subject to contract termination based on the 90-day notice provision.

Other Compliance Data
As described above, Section 2.14 of the agreement requires Priority 1 Emergency Responses to be six (6) minutes or less for 90% of emergency incidents. The agreement also requires Priority 3 Non-emergency Responses to be fifteen (15) minutes or less for 90% of non-emergency incidents. Accordingly, the following compliance data is provided on a monthly basis:

Emergency Responses
A. Unit Arrived on Scene in six (6) minutes or less.
B. Unit Arrived on Scene in more than six (6) minutes.
C. Total Emergency Responses (A + B)

Non-emergency Responses
D. Unit Arrived on Scene in fifteen (15) minutes or less.
E. Unit Arrived on Scene in more than fifteen (15) minutes.
F. Total Non-emergency Responses (A + B)

A template was created to address these requirements in an easy-to-understand format. The January 2026 report included six measures of “response time” which is the minimum compliance data required.

1. Average Emergency Response Time six (6) minutes or less
2. Average Emergency Response Time greater than six (6) minutes
3. Average Response Time all Emergency Responses
4. Average Non-emergency Response Time fifteen (15) minutes or less
5. Average Non-emergency Response Time Greater than fifteen (15) minutes or less
6. Average Response Time all Non-emergency Responses

The February 2026 report includes an additional measure of “response time” for a total of seven.

“Dispatch processing time” is provided in two forms:

1. Average Emergency Call Processing Time
2. Average Non-emergency Call Processing Time

STAR EMS

"We take care of people - that's what we do"

PERFORMANCE REPORT
FEBRUARY 2026

SERVICE AREA

TROY, MI

STAR EMS

Performance Report (Troy, MI)

February 2026

Executive Summary

During this reporting period, Star EMS responded to 621 requests for service and transported 476 patients, resulting in a 76.7% transport rate. Emergency response times have a weighted average of 4 minutes 18 seconds, demonstrating strong deployment position and operational readiness. Call processing times reflect efficient dispatch operations and system coordination. There were no reported service failures and no complaints from patients regarding response times. Star EMS maintained consistent, high-quality performance without incident.

Performance Metrics

Emergency Responses	# of Calls	% of Calls	Average Response Time
6:00 minutes or less	311	83.6%	3:46
Greater than 6:00 minutes but less than 7 minutes	24	6.5%	6:30
Greater than 7:00 minutes	37	9.9%	7:22
	372		**4:18**

Non-emergency Responses	# of Calls	% of Calls	Average Response Time
15:00 minutes or less	239	96.4%	7:19
Greater than 15:00 minutes	9	3.6%	19:18
	248		**7:45**

All Responses	# of Calls	% of Calls
Total Transports	476	76.7%
Total Not Transported	144	23.2%
Interagency Referrals	1	0.2%
	621	

Average Emergency Call Processing Time	1:36
Average Non-emergency Call Processing Time	3:25

This report reflects Star EMS's commitment to prompt response, operational efficiency, and professional EMS delivery. We remain dedicated to maintaining high performance standards and delivering dependable services to the communities and partners we serve.

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM COVER SHEET

O.3.a.

Agenda Item:

O.3.a. Letter of Appreciation to Assessing Department from Howard Adams

ATTACHMENT(S):
20260323 Letter of Appreciation to Assessing Department from Howard Adams

From: John Howard Adams
Sent: Friday, March 13, 2026 3:10 PM
Cc: Kelly M Timm <Kelly.Timm@troymi.gov>; Bob Bruner <Bob.Bruner@troymi.gov>; nastasifa@rroymi.gov; Greenwood, Karen; Michele Shoan <michele@troytennis.com>
Subject: THANK YOU ALL

Dear Assessor Office Staff, City of Troy,

This is intended to say a gigantic **THANK YOU** to you and your fellow staff members for a very well developed 2026 Board of Review for our City of Troy. I am certain that I speak for Karen as well in praising you for the accuracy and detail provided. Yours has been no small task developing each individual review package and pre-arranging individual review schedules – even ongoing during this whole last week. I sincerely doubt that anyone had much sleep preparing and delivering this 2026 Review package.

This is also intended to **THANK** both Kelly and Bryan for their insistence that every number be accurate and understandable not only to each petitioner, as well as Karen and me. Just an **OUTSTANDING EFFORT ALL AROUND**.

Respectfully,

Howard

Howard Adams, Chairman

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM COVER SHEET

O.5.

Agenda Item:

O.5. Oakland County Treasurer's Office Foreclosure Prevention

ATTACHMENT(S):
20260323 Oakland County Treasurer's Office Foreclosure Prevention

OAKLAND COUNTY MICHIGAN
TREASURER'S OFFICE

1200 N. Telegraph Road, Dept. 479
Pontiac, MI 48341-0479
(248) 858-0611
oakgov.com/treasurer

Robert Wittenberg, Treasurer

Jody Weissler DeFoe, Chief Deputy Treasurer

Oakland County Treasurer's Office Foreclosure Prevention

The Oakland County Treasurer's Office is in the final stretch of our foreclosure prevention efforts. The tax foreclosure deadline for the 2023 and/or prior year taxes is on March 31, 2026. That means if these taxes aren't paid off by March 31st or any interested party hasn't entered into a repayment schedule with the Treasurer's office by then, the property will be foreclosed.

Since December of 2025, the Treasurer's office has conducted over a thousand Taxpayer Assistance Meetings to assist taxpayers with keeping their properties by working with them to get on a repayment schedule and/or by identifying resources that may be beneficial to them and their situation. We are here to help and strongly encourage taxpayers to contact us before the tax foreclosure deadline if they have delinquent taxes for 2023 and/or prior tax years. Taxpayers interested in scheduling a Taxpayer Assistance Meeting may call us at 248-858-0611 or they may visit www.oakgov.com/treasurer

Thank you!

Robert Wittenberg
Oakland County Treasurer

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM COVER SHEET

Agenda Item:

P.1. Council Member Hamilton Comment - Community Polling on Capital Priorities

ATTACHMENT(S):
20260323 Council Member Hamilton Comment - Community Polling on Capital Priorities

From: David Hamilton
Sent: Tuesday, March 17, 2026 11:44 AM
To: CMO Distribution List
Subject: Comment for Monday

I would like to submit this comment to Monday's agenda, which I will discuss during Council Comments:

Council Member Hamilton Comment – Community Polling on Capital Priorities

As Council continues to discuss the city's long-term capital needs-including potential investments related to the library, roads, parks and recreation, and public safety-I wanted to discuss the next steps regarding a community survey or poll focused on these topics.

The purpose of this would simply be to better understand resident perspectives on potential investment levels across these areas and how residents might prioritize them. Reliable survey data would help provide Council with a clearer picture of community sentiment as we consider future capital planning.

The key timing consideration is that if the Council were to consider placing any capital proposal before voters in November 2026, that decision would need to be made well in advance of the election. For that reason, my main goal in raising this is to ensure that any community survey or polling effort is completed in time for the results to be available to Council by early July. I'm looking to gain council consensus for city staff to make this a priority.

Having that information by mid-summer would allow the Council to review the results and determine whether there is sufficient community support to move forward with any proposal this year, or whether additional planning or discussion would be more appropriate.

My goal in suggesting this is simply to ensure that Council has clear information from residents in time to make a well-informed decision later this year.

As one example of what such a survey could explore, residents could be asked about potential investment levels that have been discussed previously, including ranges such as:

- Library building/improvements:
  - approximately $75 million (about 0.47 mills over 30 years)
  - approximately $50 million (about 0.31 mills over 30 years)
  - approximately $25 million (about 0.16 mills over 30 years)
- Fire apparatus and public safety buildings:
  - roughly $12 million, or about 0.1 mills over 20 years
- Road infrastructure:
  - roughly $30 million, or about 0.25 mills over 20 years
- Parks and recreation improvements:
  - roughly $17 million, or about 0.145 mills over 20 years

These figures are illustrative only and are provided simply as examples of the types of options that could be presented in a survey to better understand resident priorities and levels of support. Any

decision about whether to place a proposal on the ballot would, of course, be made by the Council after reviewing the survey results and considering the community's feedback.

David Hamilton
Troy City Council Member