



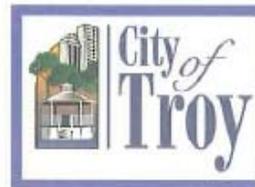
TROY CITY COUNCIL

REGULAR MEETING AGENDA

SEPTEMBER 12, 2011
CONVENING AT 7:30 P.M.

Submitted By
The City Manager

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



TO: The Honorable Mayor and City Council
Troy, Michigan

FROM: John Szerlag, City Manager

SUBJECT: Background Information and Reports

Ladies and Gentlemen:

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

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

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John Szerlag".

John Szerlag, City Manager



TROY CITY COUNCIL

VISION STATEMENT AND GOALS

Adopted: Monday, February 7, 2011

VISION:

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

GOALS:

Provide a safe, clean, and livable city

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

Provide effective and efficient local government

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

Build a sense of community

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

Attract and retain business investment

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



CITY COUNCIL AGENDA

September 12, 2011 – 7:30 PM
Council Chambers
City Hall - 500 West Big Beaver
Troy, Michigan 48084
(248) 524-3317

INVOCATION: Pastor A.C. Phipps – Evanswood Church of God 1

PLEDGE OF ALLEGIANCE: 1

A. CALL TO ORDER: 1

B. ROLL CALL: 1

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS: 1

C-1 Certificates of Recognition and Special Presentations 1

a) Proclamation – Patriot Week September 11 – 17, 2011 1

b) Proclamation in Recognition of James and Betty Savage on the Occasion of
Their 60th Anniversary 1

D. CARRYOVER ITEMS: 1

D-1 No Carryover Items 1

E. PUBLIC HEARINGS: 1

E-1 No Public Hearings 1

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

PLEDGE OF ALLEGIANCE:

A. CALL TO ORDER:

B. ROLL CALL:

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

- b) Excuse Absent Council Members:

Suggested Resolution

Resolution #2011-09-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of _____ at the Regular City Council Meeting of September 12, 2011 due to _____

Yes:

No:

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 Certificates of Recognition and Special Presentations

- a) Proclamation – Patriot Week September 11 – 17, 2011
- b) Proclamation in Recognition of James and Betty Savage on the Occasion of Their 60th Anniversary

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:

E-1 No Public Hearings

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

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

- Petitioners shall be given a fifteen (15) minute presentation time that may be extended with the majority consent of City Council.
- Any member of the public, not a petitioner of an item, shall be allowed to speak for up to five (5) minutes to address any Public Hearing item.
- Any member of the public, not a petitioner of an item, shall be allowed to speak for up to five minutes to address Postponed, Regular Business or Consent Agenda items or any other item as permitted under the Open Meetings Act during the Public Comment portion of the agenda.
- City Council may waive the requirements of this section by a majority of the City Council members.
- City Council may wish to schedule a Special Meeting for Agenda items that are related to topics where there is significant public input anticipated.
- Through a request of the Chair and a majority vote of City Council, public Comment may be limited when there are fifteen (15) or more people signed up to speak either on a Public Hearing item or for the Public Comment period of the agenda.

G. RESPONSE / REPLY TO PUBLIC COMMENT**H. POSTPONED ITEMS:**

H-1 No Postponed Items

I. REGULAR BUSINESS:

I-1 Board and Committee Appointments: None Scheduled

I-2 Board and Committee Nominations: None Scheduled

I-3 Request for Closed Session – No Closed Session Requested

I-4 Confirmation of Appointment of Aileen Bittner as City Clerk

Suggested Resolution

Resolution #2011-09-

Moved by

Seconded by

WHEREAS, Aileen Bittner has fulfilled all requirements of the Certified Municipal Clerk (CMC) program of the International Institute of Municipal Clerks (IIMC);

THEREFORE, BE IT RESOLVED, That Troy City Council **CONFIRMS** the City Manager’s Appointment of Aileen Bittner as City Clerk.

Yes:

No:

I-5 Bid Waiver – Casualty and Property Insurance – Two (2) Year Renewal with the Michigan Municipal Risk Management Authority (MMRMA) for November 2011-2012 and November 2012-2013

Suggested Resolution

Resolution #2011-09-

Moved by

Seconded by

WHEREAS, On April 18, 2011, City Council authorized City management to negotiate a new agreement for Casualty and Property Insurance with the Michigan Municipal Risk Management Authority (MMRMA) (Resolution #2011-04-085-J-5); and

WHEREAS, The MMRMA has provided an exceptional offer of a two-year agreement under the same terms and conditions as the previous agreement; and

WHEREAS, The agreement includes a 21.9% net decrease in the first year (2011/2012) and a not-to-exceed 5% premium increase in the second year (2012/2013) offset by any net asset distribution check received;

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council hereby **WAIVES** formal bidding procedures and **EXERCISES** the new agreement with the MMRMA to provide Casualty and Property Insurance for a premium of \$333,347 in 2011/2012, and a not to exceed premium of \$350,014 in 2012/2013.

BE IT FINALLY RESOLVED, This contract also includes the maintenance of a positive loss fund balance of up to \$150,000 expiring November 7, 2013.

Yes:

No:

I-6 Standard Purchasing Resolution 8: Best Value Award - Communications Strategy

Suggested Resolution

Resolution #2011-09-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **AWARDS** a contract to develop a comprehensive communications strategy to Marketing Associates of Detroit, MI, the firm with the highest score as a result of a best value process from the formal solicitation identified as RFP-COT 11-13, as amended on June 20, 2011, which the Troy City Council determines to be in the public interest at an estimated total cost of \$100,000.00 including reimbursables not-to-exceed \$5,000.00, in accordance with the schedule of values attached as Appendix I.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon the firm's submission of properly executed proposal and contract documents, including insurance certificates, and all other specified requirements; and the Mayor and City Clerk are **AUTHORIZED TO EXECUTE** an Agreement when in acceptable form.

Yes:

No:

I-7 Approval of MDOT Capital Contract for the Troy Multi-Modal Transit Facility, MDOT Contract No. 2011-0231, Project No. 113143

Suggested Resolution

Resolution #2011-09-

Moved by

Seconded by

WHEREAS, A 2.41 acre site was deeded to the City of Troy as part of a Consent Judgment, with the condition that it be developed as a transit facility;

WHEREAS, The City of Troy received a \$8,485,212 federal grant to fund the transit facility project through the American Recovery and Reinvestment Act (ARRA) High-Speed Intercity Passenger Rail (HSIPR) Program, Federal Rail Administration (FRA), secured through a TIGER grant; and

WHEREAS, The City of Troy received a \$1,300,000 Federal Congressional Bus & Bus Facilities earmark to fund the project through the Federal Transit Administration (FTA), secured by Congressman Gary Peters; and

WHEREAS, The facility will be served by AMTRAK and the Suburban Mobility Authority for Regional Transportation (SMART), which will utilize the Troy Multi-Modal Transit Facility as a central hub for their bus network; and

WHEREAS, The Troy Multi-Modal Transit Facility complements transit oriented initiatives throughout southeast Michigan, including the Woodward Light Rail and Detroit Region Aerotropolis projects; and

WHEREAS, Studies show that investment in public transit yields economic benefit to the surrounding area; and

WHEREAS, Public transportation provides transportation options, allows for mobility for underserved populations, provides congestion mitigation, creates jobs, assists in retaining young talent and helps regions to be competitive in the global economy.

THEREFORE BE IT RESOLVED, That Troy City Council hereby **APPROVES** MDOT Capital Contract No. 2011-0231 between the City of Troy and the Michigan Department of Transportation for the final design and construction of the Troy Multi-Modal Transit Facility at an estimated cost to the City of Troy of \$0.00, 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:

No:

I-8 Proposed Amendment to the Three Year Budget; Retention of Two Sergeants and Two Police Officers

Suggested Resolution

Resolution #2011-09-

Moved by

Seconded by

WHEREAS, The Early Retirement Incentive Program/Concession initiative not only reduced reliance on Fund Balance, but also created projected revenues exceeding projected expenditures for the first two years of the three year budget; And

WHEREAS, The International City/County Management Association (ICMA) in their organizational restructuring and economic sustainability study indicates that the police department will not be sustainable unless four of the thirty eight sworn positions slated for elimination are retained;

THEREFORE, BE IT RESOLVED, That Troy City Council **APPROVES** the City Manager's recommendation to incorporate these four police department positions in the three year budget.

Yes:

No:

J. CONSENT AGENDA:

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

Suggested Resolution

Resolution #2011-09-

Moved by

Seconded by

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

Yes:

No:

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

J-2 Approval of City Council MinutesSuggested Resolution

Resolution #2011-09-

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

- a) Regular City Council Meeting of August 29, 2011

J-3 Proposed City of Troy Proclamations: None Submitted

J-4 Standard Purchasing Resolutions

- a) **Standard Purchasing Resolution 1: Award to Low Bidder – Contract 11-3 – Section 35 Pavement Rehabilitation**

Suggested Resolution

Resolution #2011-09-

RESOLVED, That contract No. 11-3, Section 35 Pavement Rehabilitation, be **AWARDED** to Ajax Paving Industries, Inc., 830 Kirks Blvd., Suite 100, Troy, MI 48084 for their low total bid amount of \$860,776.00; and

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

J-5 Request for Acceptance of a Sanitary Sewer Easement from Cornerstone Village 1, LLC – Sidwell #88-20-27-201-049

Suggested Resolution

Resolution #2011-09-

RESOLVED, That Troy City Council hereby **ACCEPTS** the sanitary sewer easement from Cornerstone Village 1, LLC, owner of the property having Sidwell #88-20-27-201-049; and

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

J-6 Request to Temporarily Waive Parking Restrictions

Suggested Resolution

Resolution #2011-09-

RESOLVED, That the City Council of the City of Troy does hereby **WAIVE** the No Parking restrictions on the East side of Northfield Parkway from the parking lot entrance to Congregation Shir Tikvah to the entrance to Boulan Park, on Wednesday, September 28, 2011, 7:00 pm – 11:00 pm, Thursday, September 29, 2011, 9:00 am – 5:00 pm, Friday, October 7, 2011, 7:00 pm – 11:00 pm, and Saturday, October 8, 2011, 9:00 am – 9:00 pm.

J-7 Request for Recognition as a Nonprofit Organization Status from Ann Walsh – Morse Elementary School PTOSuggested Resolution

Resolution #2011-09-

RESOLVED, That Troy City Council hereby **APPROVES** the request from Morse Elementary School PTO 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.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings: None Submitted

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

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

L-1 Council Referrals: None Submitted**M. COUNCIL COMMENTS**

M-1 No Council Comments Advanced**N. REPORTS**

N-1 Minutes – Boards and Committees:

- a) Election Commission-Final-June 29, 2011
- b) Planning Commission-Final-August 9, 2011
- c) Election Commission-Draft-September 1, 2011

N-2 Department Reports: None Submitted

N-3 Letters of Appreciation:

- a) Letter of Appreciation from John Siedlik and Erin Whaley of Binson's Home Health Care Centers to the Troy Fire Department
 - b) Letter of Appreciation from John F. Myszak, III, of Somerset Collection to Chief Mayer, Thanking Sgt. Szuminski, Officer Morgan and Officer Bordo
-

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

N-5 Notice of Hearing for the Gas Customers of Consumers Energy Company Case No. U-16149-R

N-6 Resolution #11097 – Oakland County Board of Commissioners – Support for Amending MCL 168-449(3) to Eliminate the Requirement that Local Clerks Send Corrected Voter Identification Cards Due to Redistricting Resulting from the Decennial Census

O. STUDY ITEMS

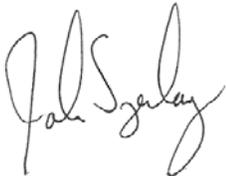
O-1 Study Item

P. CLOSED SESSION:

P-1 No Closed Session Requested

Q. ADJOURNMENT

Respectfully submitted,



John Szerlag, City Manager

FUTURE CITY COUNCIL PUBLIC HEARINGS:

SCHEDULED REGULAR CITY COUNCIL MEETINGS:

Monday, September 26, 2011	Regular Meeting
Monday, October 3, 2011	Regular Meeting
Monday, October 17, 2011	Regular Meeting
Monday, November 14, 2011	Regular Meeting
Monday, November 21, 2011	Regular Meeting
Monday, November 28, 2011	Regular Meeting
Monday, December 5, 2011	Regular Meeting
Monday, December 19, 2011	Regular Meeting

SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

**PROCLAMATION
PATRIOT WEEK
SEPTEMBER 11 - 17, 2011**

WHEREAS, The history and First Principles of the United States of America should serve as the cornerstone of civic education. In great reverence to the victims of the 9/11 attacks, we acknowledge that American citizens must take time to honor the principles, founders, documents, and symbols of their history; and

WHEREAS, The events that led to the signing of The Constitution of the United States of America by the delegates of the Constitutional Convention on September 17, 1787, have significance for every American and are honored in public schools across the nation on September 17 as Constitution Day; and

WHEREAS, Revolution, the rule of law, social compact, equality, unalienable rights, and limited government are the First Principles upon which America was founded and flourishes; and

WHEREAS, Exceptional, visionary, and indispensable Americans such as Thomas Paine, Patrick Henry, John Adams, John Marshall, George Washington, Abraham Lincoln, Frederick Douglass, Martin Luther King, Jr., Elizabeth Cady Stanton, Susan Anthony, Thomas Jefferson, and James Madison founded and advanced the United States; and

WHEREAS, The Bennington Flag, work of Betsy Ross, American Flag, Suffragist Flag, Union Flag, Gadsden Flag, and the flag of the state of Michigan are key physical symbols of American history that should be studied and remembered by each American citizen;

NOW, THEREFORE, BE IT RESOLVED, That the Troy City Council does hereby proclaim **September 11-17, 2011** as Michigan Patriot Week in the City of Troy, Michigan, symbolically beginning this celebration on September 11 and concluding on Constitution Day;

BE IT FURTHER RESOLVED, That the City Council calls upon the citizens, businesses, nonprofit organizations, and schools in Troy to recognize and participate in this extended holiday by honoring and celebrating the First Principles, key historical figures, founding documents, and symbols of America so that they may offer the reverence that is due to our free republic.

Presented this 12th day of September 2011.

**PROCLAMATION
IN RECOGNITION OF JAMES AND BETTY SAVAGE
ON THE OCCASION OF THEIR 60TH ANNIVERSARY**

WHEREAS, James and Betty Savage were united in marriage on **September 15th, 1951** at St. Paul's Anglican Church in Warwick, England and are now celebrating their **60th Wedding Anniversary** surrounded by children and grandchildren; and

WHEREAS, James and Betty were blessed with children Linda and David born in Leamington, England, and

WHEREAS, In 1956, **James** and **Betty** moved to London, Ontario and in 1965 moved to Royal Oak where they raised Linda and David who both graduated from Dondero High School. In 1976 they moved to their present residence in Troy; and

WHEREAS, James worked as a tool and die machinist in service shops around the Detroit area and retired in 1993. Today, **James and Betty** love social ballroom dancing had have been very active in area British social organizations since 1966; and

WHEREAS, The City of Troy has been a special place for the Savage family. Son David worked for Troy's Department of Public Works while studying at Lawrence Tech and their daughter-in-law Christine works at the Troy Community Center; and

WHEREAS, James and Betty's four grandsons, Justin, James, Bryan and Alexander all attended Wattles Elementary School. Grandson James graduated from Troy High School, and grandsons Alexander and Bryan graduated from Athens High School. Grandson James worked for Troy Parks & Recreation Department while in high school and Bryan worked three summers for the Public Works Department - Streets Division; and

WHEREAS, James and Betty have earned the respect of all with whom they have come into contact, and the love and affection of their children, grandchildren and a host of wonderful friends;

NOW, THEREFORE BE IT RESOLVED, That **James and Betty** are worthy of this expression of our sincere congratulations on this happy occasion of their **60th wedding anniversary**; and

BE IT FURTHER RESOLVED, That the Troy City Council and all of Troy's residents extend best wishes to **James and Betty** for many more years of good health and happiness together.

Presented this 12th day of September 2011



CITY COUNCIL AGENDA ITEM

September 9, 2011

TO: The Honorable Mayor and City Council Members
FROM: John Szerlag, City Manager
SUBJECT: Confirmation of Appointment of Aileen Bittner as City Clerk

Acting City Clerk Aileen Bittner has fulfilled all requirements of the Certified Municipal Clerk (CMC) program of the International Institute of Municipal Clerks (IIMC). Since becoming Acting Clerk, Mrs. Bittner has performed her job in an excellent fashion. Confirmation of my appointment is strongly recommended.

C: Aileen Bittner, Acting City Clerk
Peggy Sears, Human Resources Director



CITY COUNCIL AGENDA ITEM

Date: September 2, 2011

To: John Szerlag, City Manager

From: Susan Leirstein, Purchasing Director
Stephen Cooperrider, Risk Manager

Subject: Bid Waiver – Casualty and Property Insurance – Two (2) Year Renewal
with the Michigan Municipal Risk Management Authority (MMRMA) for November 2011-
2012 and November 2012-2013

Background

On Monday, April 18, 2011 City Council gave City management approval to negotiate a new agreement with the MMRMA (Council resolution #2011-04-085-J-5). City management is now in receipt of a negotiated two year renewal offer letter from the MMRMA (attachment #1).

The City has been a member of the MMRMA since 1990. The current agreement with the MMRMA expires November 8, 2011. The MMRMA provides insurance coverage to 51 governmental entities in Oakland County, and 334 entities statewide. A listing of the top ten Oakland County communities ranked by population that are MMRMA members is also included (attachment #2). The MMRMA has provided outstanding service and pricing to the City for the past 21 years, through a hard insurance market following the World Trade Center tragedy, and the fallout from Hurricane Katrina years. A review of other municipalities' insurance programs was conducted recently by the Risk Manager which showed the proposal by the MMRMA to be exceptional.

Finance and Service

The MMRMA financial strength is stable with program total assets of \$395,976,851 and net assets of \$241,886,109. The MMRMA provides the broadest available coverage, a reinsurance program that includes carriers with the highest financial ratings that are admitted to do business in Michigan. Reinsurers include; Travelers, Liberty Mutual, Lloyds of London, Markel, Munich RE, Scor RE, and Swiss RE. Other services provided by the MMRMA at no additional cost include: claims handling services, notary bonds, Oakland County Sheriff's bonds, loss control services, risk management counseling, educational seminars, RAP grants, etc. The MMRMA has recently provided a grant to the City of Troy for police in-car cameras in the amount of \$30,000.

City management's fiscal responsibility to City Council and our residents is best served by continuing the relationship with the MMRMA. The MMRMA broad coverage document provides the City with a property and casualty insurance portfolio that enhances all the City's goals and objectives, and continues to meet the City's changing needs.



CITY COUNCIL AGENDA ITEM

Costs

The premium cost for casualty and property insurance from the MMRMA for 2010-11 was \$323,816. In addition, the City received a net asset distribution check of \$72,205. *(The MMRMA began providing net asset distribution checks to its members in 2006-07. Checks are based on MMRMA return on investments, member longevity, claims experience, and member premiums.)* While the premium proposal for 2011-12 is \$333,347, the net asset distribution check to be received upon renewal is \$136,855. The net decrease to the City in the first year of the agreement would be 21.9%. The second year of the agreement includes a not to exceed 5% premium increase, or maximum premium of \$350,014. It should be noted that the MMRMA will most likely provide another net asset distribution check for the 2012-13 renewal based on discussions during negotiations, and dependent upon those items listed above.

Recommendation

It is City management's recommendation that City Council approve the two year renewal of the City's casualty and property insurance coverage with the MMRMA for a premium cost in fiscal year 2011-12 of \$333,347, and a second year premium cost in fiscal year 2012-13 not to exceed \$350,014, depending on exposures. This agreement would include the continued maintenance of a positive loss fund balance of up to \$150,000.

500 W. Big Beaver
Troy, MI 48084
(248) 524-3300

The City of Tomorrow...



...Today

**CITY OF TROY
OAKLAND COUNTY, MICHIGAN
RESOLUTION**

At a Regular meeting of the Troy City Council held on Monday, April 18, 2011, the following Resolution was passed:

J-5 Casualty and Property Insurance Renewal – Request to Negotiate with the Michigan Municipal Risk Management Authority (MMRMA)

Resolution #2011-04-085-J-5

RESOLVED, That the Troy City Council hereby **AUTHORIZES** the City Manager to negotiate a new agreement with the Michigan Municipal Risk Management Authority (MMRMA) for the Casualty and Property Insurance needs of the City of Troy.

I, M. Aileen Bittner, duly appointed Acting 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 Eighteenth day of April, 2011.

A handwritten signature in black ink that reads "M. Aileen Bittner". The signature is written in a cursive style.

M. Aileen Bittner
Acting City Clerk



MICHIGAN MUNICIPAL
RISK MANAGEMENT
AUTHORITY

July 12, 2011

Stephen Cooperrider, Risk Manager
City of Troy
500 West Big Beaver Road
Troy, MI 48084

Dear Stephen,

The City of Troy and Michigan Municipal Risk Management Authority have shared an excellent working relationship for the past 21 years. As you know, we are a member-run organization whose Board of Directors is elected from the membership that make decisions for the good of the entire membership, this year the Board has decided to return \$19,000,000 of its net assets back to the membership. This year I am happy to say that the City of Troy will be receiving \$136,855. This will bring the total return of assets the City has received to \$390,965. Your longevity and continuous years of MMRMA Membership play a large part in your return, along with your claim experience and contributions.

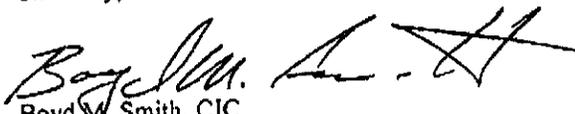
MMRMA sets aside \$750,000 in grant funding each year for its Risk Avoidance Program (RAP) to help members develop and implement projects with high potential for solving risk management problems. Not to my knowledge does any other insurance company or municipal pool in the state of Michigan set aside grant money for its members to help educate and prevent liability losses. The City of Troy has participated in funding for police TASERS, education, training, and the recent RAP grant approved for \$30,000 for police in-car cameras will bring the total funds awarded to \$47,862. Along with our grant money our risk control services is provided to Members at no additional charge. We provide onsite inspections, surveys, review of policies and procedures, employee training, educational material and individual assistance for member's special risk exposures.

This year I am pleased that we can offer the City of Troy a renewal with a slight increase in pricing \$333,347 (just under 3%). Also, I am happy to say we are able to offer the City of Troy an extended contract for a second year 2012, with an increase not to exceed 5%.

MMRMA is a Michigan company, we provide insurance and risk management services for Michigan governmental entities only. We work, live and spend our money in the State of Michigan. I consider the City of Troy a valued Member and again I will do everything in my power to earn and keep the excellent relationship we have with the City.

Please, if at any time you have questions or concerns, do not hesitate to call on me.

Sincerely,


Boyd M. Smith, CIC
MMRMA Risk Manager

BOARD OF DIRECTORS

JAMES SCHARRET Chair City of Southfield	MICHAEL BOSANAC Vice Chair Monroe County	KATHY REVELS Secretary City of Mason	RICHARD BURKE City of Ishpeming	MICHAEL DORNAN City of Wixom	DOUGLAS JOHNSON Oshtego County	FABIAN KINTZACKY Mason County	TRJSCIA PILCHOWSKI Charter Township of Highland	ROBERT SEETERLIN Charter Township of Waterford	WILLIAM WILD City of Westland
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MICHAEL L. RHYMER, Executive Director

ATTACHMENT #2

Listing of the top ten Oakland County communities ranked by population that are MMRMA members.

<u>COMMUNITY</u>	<u>DATE JOINED MMRMA</u>
City of Troy	November 9, 1990
City of Farmington Hills	June 10, 1985
City of Southfield	September 1, 1985
Waterford Township	December 15, 1983
City of Rochester Hills	July 27, 1985
City of Pontiac	July 1, 1985
West Bloomfield Township	July 27, 1985
City of Royal Oak	May 31, 1985
Bloomfield Township	August 20, 1997
City of Madison Heights	July 1, 1986



CITY COUNCIL AGENDA ITEM

September 9, 2011

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
Mark F. Miller, Director of Economic & Community Development
Susan A. Leirstein, Purchasing Director
Cindy Stewart, Community Affairs Director

SUBJECT: Standard Purchasing Resolution 8 – Best Value Award: Communications Strategy

Background

On June 20, 2011, Troy City Council authorized the release of RFP-COT 11-13, as amended, to solicit formal statement of qualifications/request for proposals for a communications strategy in order to meet the City's Visions Statement and Goals for an estimated total cost of \$100,000.00 (Resolution #2011-06-143). The purpose of the proposed communications strategy is to provide all stakeholders – City Council, administration, employees, residents, business, educational and other interest groups – with a clear, consistent message emulating Council's Vision. The scope of work includes assistance in: implementing the Vision and Goals; development and implementation of an overall media outreach; categorization and development of concise communication tools; website evaluation; ongoing research; implementation of social media strategy; collaboration and expansion of stakeholder coalition.

A request for qualifications/proposal (RFQ/RFP) for a Communications Strategy was sent to one-hundred thirty-four (134) firms through the Michigan Intergovernmental Trade Network (MITN) e-procurement website at www.mitn.info.

RFQ/RFPs were received from three (3) companies; as well as three (3) statements of no bid. All three (3) firms met the pass/fail criteria established for the Communications Strategy.

The three firms' proposals were evaluated independently by a review committee and each individual member calculated a weighted score based on their review. These individual scores were averaged into one score for each firm and represents 65% of the overall score.

The three (3) rated firms participated in an interview conducted by the Purchasing Department with the Director of Economic & Community Development, Community Affairs Director, Police Captain/Operations and Community Relations Director for Sterling Heights as the interview panel. The interviews were independently evaluated by each committee member and the weighted scores were averaged into one score for each firm. The interview comprises thirty-five (35) percent of the final score for each firm.

The tabulation was completed by the Purchasing Department. Marketing Associates received the highest score as a result of a best value process. The proposed contract with Marketing Associates will include reimbursables not to exceed \$5,000. Marketing Associates offers a complete range of marketing and communications services, from research and brand development, integrated marketing and communications planning, advertising, public relations, direct and digital solutions, e-marketing and analytics. Marketing Associates has developed communication and marketing plans across a wide range of industries (technology, automotive, educational, government, etc.). Marketing Associates has performed extensive work on economic development programs in Michigan including Oakland, Macomb and Wayne Counties and the municipalities of Novi, Auburn Hills and West Bloomfield Township.



CITY COUNCIL AGENDA ITEM

September 9, 2011

To: The Honorable Mayor and City Council
Re: Best Value Award – Communications Strategy

Legal Considerations

RFQ-RFP-COT 11-13, Communications Strategy was competitively bid as required by City Charter and Code. The award is contingent upon the firm's submission of properly executed proposal, contract documents, insurance certificates and all other specified requirements.

Fund Availability

Funds are available in various salary accounts as a result of employee turnover and reductions in staff that have vacated budgeted positions; or fund balance; or a combination thereof.

Recommendation

City management recommends awarding a contract to develop a comprehensive communications strategy to the highest rated firm as a result of a best value process, Marketing Associates, 777 Woodward Ave, Suite 500, Detroit, MI 48226 for an estimated total cost of \$100,000.00 including reimbursables not-to-exceed \$5,000.00, in accordance with the schedule of values attached as Appendix I.

No: None
Absent: Beltramini

MOTION CARRIED

I-8 Approval of a Communications Strategy RFP

Resolution #2011-06-143
Moved by Kerwin
Seconded by McGinnis

Option B:

WHEREAS, Troy City Council hereby adopted a Vision Statement and Goals on February 7, 2011, and directed City Administration to develop objectives to facilitate Council's goals for Council's consideration at a future date (Resolution #2011-02-023); and

WHEREAS, Troy City Council directed management and staff to develop a formal statement of qualifications / request for proposals in order to meet the City's Vision Statement and Goals;

NOW, THEREFORE, BE IT RESOLVED, That the Troy City Council hereby **AUTHORIZES** the release of RFP-COT 11-13, as amended, to solicit formal statement of qualifications/request for proposals for a communications strategy in order to meet the City's Vision Statement and Goals at an estimated total cost of \$100,000.00, the process which may take up to ninety (90) days to complete.

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

MOTION CARRIED**J. CONSENT AGENDA:**

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

Resolution #2011-06-144
Moved by Kerwin
Seconded by Howrylak

RESOLVED, That Troy City Council hereby **APPROVES** all items on the Consent Agenda as presented with the exception of Item(s) J-4b, which **SHALL BE CONSIDERED** after Consent Agenda (I) items, as printed.

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



Request for Qualifications and Proposal
 Communications Strategy
 Page 13 of 19

SECTION 7

**PROPOSAL
 COST PROPOSAL / SCHEDULE OF VALUES**

FEE COMPUTATIONS: DEVELOP A COMPREHENSIVE COMMUNICATIONS STRATEGY

The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

Estimated Number of Hours: 900 Estimated Total Budget: \$100,000.00 (Including reimbursables)

Reimbursables Not-to-Exceed: \$5000 (Itemized on schedule of values below)

NOTE: All items necessary to complete the project as specified including items incidental to the work but not specifically noted in the proposal shall be included in the Not-to-Exceed price above. (i.e. items such as travel, clerical, copy, and miscellaneous charges)

SCHEDULE OF VALUES:

A Schedule of Values of hourly rates for personnel that will be involved in the project and reimbursables must be included below. These rates will be used to determine the costs for any services rendered.

RATE PER JOB CLASSIFICATION	UNIT PRICE
Creative Director	\$ 140/hour
Graphic Designer	\$ 90/hour
Copywriter	\$ 115/hour
Production Supervisor	\$ 115/hour
Analytics Consultant	\$ 140/hour
Senior Project Manager	\$ 105/hour
Account Director	\$ 140/hour
HPR – CEO/President	\$ 175/hour
HPR – Manager of Client Services	\$ 125/hour
HPR – Account Executive	\$ 100/hour
POTENTIAL ADDITIONAL SERVICES:	
None identified	\$
REIMBURSABLES:	
Travel	\$1500
Clerical	\$1000
Miscellaneous Charges	\$2500

Note: If more space is required, attach additional sheets as necessary but use the format established above. Please include prices for additional services such as any clerical charges, copy charges, etc. necessary if additional work results from a change to the Scope of Work. Services with a Minimum Charge Also Need To Be Noted As Such.

COMPANY NAME: Marketing Associates



EXECUTIVE SUMMARY
COMMUNICATIONS STRATEGY

STATISTICS:

- ◆ **134 companies were notified via the MITN e-procurement website**
- ◆ **Three (3) proposals and three (3) no bids were received**
- ◆ **All three (3) companies met the pass/fail criteria**
- ◆ **Marketing Associates received the highest score as a result of a best value process**

The following three (3) companies received the indicated final scores as a result of their proposal and interview.

Company	SCORE
Marketing Associates	88.25
Marx Layne & Company	75.5
Basso Design Group	73.4

Attachments:

- ✓ Weighted Final Scoring
- ✓ Evaluation Process
- ✓ Original Tabulation



WEIGHTED FINAL SCORING
Communications Strategy

Final Score Calculation:

$$\frac{65\% \times \text{Proposal Score} + 35\% \times \text{Interview Score}}{100\%} = \text{Final Weighted Score}$$

Vendors are listed in the order they were interviewed for both the proposal and price phase. For the final score the vendors are listed in the order of rating from highest to lowest. **NOTE:** 100 point basis for each phase.

Phase 2: Weighted Average Score for Proposals: 65%

Raters:	1	2	3	4	Average	Final Weighted Score (x .65)
Vendors:						
Basso Design Group	73	76	78	77	76.0	49.4
Marx Layne & Company	80	94	75	77	81.5	53
Marketing Associates	100	67	88	85	85.0	55.25

Phase 3: Weighted Average Score for Interviews: 35%

Raters:	1	2	3	4	Average	Final Weighted Score (x .35)
Vendors:						
Basso Design Group	52	71	77	73	68.25	24
Marx Layne & Company	47	75	70	65	64.25	22.5
Marketing Associates	100	98	84	95	94.25	33

FINAL SCORE:

VENDORS:	Marketing Associates	Marx Layne & Company	Basso Design Group
Phase 2: Proposal Score	55.25	53	49.4
Phase 3: Interview Score	33	22.5	24
FINAL SCORE	88.25	75.5	73.4

*HIGHEST RATED VENDOR - RECOMMENDED AWARD



SELECTION PROCESS

CRITERIA FOR SELECTION

The identified Committee will review the proposals. The City of Troy reserves the right to award this proposal to the firm considered the most qualified based upon a combination of factors including but not limited to the following:

- A. Compliance with qualifications criteria
- B. Completeness of the proposal
- C. Financial strength and capacity of the firm
- D. Correlation of the proposals submitted to the needs of the City of Troy
- E. Any other factors which may be deemed to be in the City's best interest
- F. Evaluation Process

Phase 1: Minimum Qualifications Evaluation

Firms will be required to meet minimum established criteria in order to go to the second phase of the process.

Phase 2: Evaluation of Proposals

Each Committee member will independently use a weighted score sheet to evaluate the proposals; each Committee Member will calculate a weighted score. The scores of the Committee Members will be averaged into one score for each firm for this phase of the process.

Phase 3: Interview Score

The City will invite the top rated firms to participate in an interview. Each Committee Member will independently use a weighted score sheet to evaluate the Interview; each Committee Member will calculate a weighted score. The scores of the Committee Members will be averaged into one score for each firm for this phase of the process. Those being interviewed may be supplied with further instructions and requests prior to the interview. Persons representing the firm at the interview must be the personnel who will be assigned to this project.

Phase 4: Final Scoring and Selection

The firm with the highest final weighted score will be recommended to the Troy City Council for Award.

65% Proposal Score (100 point base)
35% Interview Score (100 point base)
100%

sl

COMPANY NAME:

Basso Design Group	Marx Layne & Company	Marketing Associates

PROPOSAL: DEVELOPMENT OF A CITYWIDE COMMUNICATIONS STRATEGY

FOUR (4) COPIES	(Attached)	Y	Y	Y
VENDOR QUESTIONNAIRE:	(Attached)	Y	Y	Y
SAMPLE DOCUMENT:	(Attached)	mock-up document	mock-up document	supplemental info
INSURANCE:	Can Meet	XX (see exceptions)	XX	XX
	Cannot Meet			
	Signed Y or N	Y	Y	Y
ESTIMATED TOTAL BUDGET:		\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
	(Including Reimbursables)			
ESTIMATED # OF HOURS:		# 728	# 1,000	# 900
REIMBURSABLES:		\$ 9,000.00	\$ 200.00/month	\$ 5,000.00
	(Not-To-Exceed)			
SCHEDULE OF VALUES:	(Attached)	Y	Y	Y
PAYMENT TERMS:		Net 30	Blank	Net 30
EXCEPTIONS:		Insurance - does not carry	Blank	None
		E&O limits will obtain if chosen		
		See proposal for add'l exceptions		
ACKNOWLEDGEMENT: Signed Y or N		Y	Y	Y
ADDENDUM #1	Y / N	N	N	Y
THREE FORMS:				
Non-Collusion	Y / N	Y	N	Y
Legal Status	Y / N	Y	N	Y
Indemnification Clause	Y / N	Y	Y	Y

NO BIDS:

The Millersch Group
Reigroup Inc.
Rizzi Designs, Inc.

ATTEST:

Cynthia Stewart
Diane Fisher
Julie Hamilton

Susan Leirstein CPPO CPPB
 Purchasing Director



CITY COUNCIL ACTION REPORT

September 9, 2011

TO: The Honorable Mayor and City Council

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

SUBJECT: Approval of MDOT Capital Contract for the Troy Multi-Modal Transit Facility, MDOT Contract No. 2011-0231, Project No. 113143

Recommendation:

Staff recommends that City Council approve the attached MDOT Capital Contract No. 2011-0231 with the Michigan Department of Transportation (MDOT) for the purpose of fixing the rights and obligations of each agency for the final design and construction of the Troy Multi-Modal Transit Facility. The agreement is based on standard MDOT contract language, similar to MDOT contracts approved by City Council for federally funded major road projects. Furthermore, staff recommends that the Mayor and City Clerk be authorized to execute the contract.

Relocation of Train Platform to Troy Side:

After Birmingham's withdrawal from the Transit Center project, the tunnel linking the cities was deleted and the project was revised to eliminate improvements in Birmingham. As part of these revisions, the platform was relocated to the Troy side of the Canadian National (CN) railroad. (copy of the previous status report is attached).

As necessary planning took place to implement this change, we were informed that the platform on the Troy side required a commitment from Canadian National (CN) railroad to allow the necessary track improvements to switch the AMTRAK train from the west track to the east track. This commitment and preliminary switch design plan was secured, however a financial commitment for 20 year track and switch maintenance, as required by the Federal Rail Administration (FRA), proved problematic as neither the City nor AMTRAK was willing to assume the cost of maintaining the switches. Additionally, the east track may be removed by CN in the future due to its poor condition and lower freight traffic. Should that happen, a substantial investment in switches to bring the AMTRAK train to the Troy side would be lost.

Proposed Site Plan:

The proposed site plan places the platform on the Birmingham side in CN right-of-way and adds a bridge over the tracks from the Troy Multi-Modal Transit building to the platform. No property from Birmingham is required for this design. There will be no access to the platform from the Birmingham

side, but the revised plan allows access in the future if Birmingham can acquire the necessary property. An elevator and stairs are included on both sides of the bridge. With the elimination of the track switches, grant funding continues to be sufficient to cover the estimated cost of the Troy Multi-Modal Transit Facility, from final design through construction and completion of all improvements.

Contract Details and Requirements:

The Contract provides funding for the final design and construction of the Troy Multi-Modal Transit Facility, which must be completed within 2 years of Contract approval. On August 23, 2011 The FRA indicated to the City that this Contract must be approved by September 16, 2011; immediately following their approval of the Environmental Assessment (EA). The EA was recently approved by the Federal Rail Administration on September 9, 2011. Approval of the Contract at the regular meeting of September 12th is the first and last opportunity for this contract to be approved by Council. If the City does not approve the Contract by September 16, 2011, the FRA indicated that the \$8.5 million grant will be reallocated to another project elsewhere in the country, possibly to another state.

The Contract as submitted is based on estimated costs, which is standard with all MDOT contracts. These contracts are prepared for the purpose of obligating the project and before actual costs are known. The City's reimbursements from MDOT, under the contract, will be based on the actual cost incurred as the project proceeds through final design and construction.

Next Steps:

The following is an outline of steps following approval of the Contract. The process begins with other approvals required by FRA; followed by selection of a design consultant, project manager, and ending with project completion is as follows:

- FRA and City Approval of AMTRAK lease agreement
- FRA Approval of updated Statement of Work with addition of the Bridge
- FRA and City Approval of Host (CN Railroad) Railroad Agreement
- RFP for Architectural/Engineering (A/E) Design Consultant
- RFP for Construction Manager at Risk (CMR)
- FRA Approval of updated Project Management Plan with addition of the Bridge
- FRA Approval of updated Financial Plan with addition of the Bridge
- Award Contract to A/E Design Consultant
- Conduct Design Workshop with A/E Consultant and Planning Commission
- City Approval of Revised Site Plan
- Complete Final A/E Design Plans
- Construction Manager Selection and Construction Procurement
- Permit Acquisition
- Construction
- Final Inspection, Project Acceptance and Grant Close Out

The timeline for completion of all steps is two (2) years from date of Contract approval; September 12, 2011 to September 11, 2013.

Operation and Maintenance Costs:

The operation and maintenance costs of the Troy Multi-Modal Transit Facility are estimated at \$30,000 per year, including but not limited to utilities, snow removal, building and building maintenance. Another estimate of these costs will be done following final site design. The building site will be designed to minimize long term maintenance cost. A lease agreement with AMTRAK will offset these costs, as will vending, taxi and other agreements to be negotiated following this Contract approval.

Financial Considerations:

The engineer's estimate of design and construction is \$8,484,686. There is \$8,485,212 in federal funding provided under the American Recovery and Reinvestment Act of 2009 (ARRA) pursuant to the FRA's High-Speed Intercity Passenger Rail program (HSIPR). The project's design and construction is 100% funded with federal ARRA funds. The project is also funded by a \$1.3 million grant from the Federal Transit Administration (FTA). The FTA funds are currently not required for design and construction of the Troy Multi-Modal Transit Facility.

Legal Considerations:

The format and content of the Contract has been reviewed by the City Attorney's Office and is consistent with past MDOT contracts approved by City Council for various road projects such as Rochester Road, Long Lake Road, Big Beaver and Stephenson Highway projects.

REVIEWED AND APPROVED:

Lori Grigg Bluhm, City Attorney



MICHIGAN DEPARTMENT OF TRANSPORTATION
CITY OF TROY
RAIL PASSENGER STATION
CAPITAL CONTRACT

THIS CONTRACT is made and entered into this date of _____ by and between the Michigan Department of Transportation, hereinafter referred to as the “DEPARTMENT,” and the City of Troy, hereinafter referred to as the “CITY.”

WITNESSETH:

WHEREAS, the Federal Railroad Administration (FRA) has awarded High Speed Rail funds for the final design and construction of the Troy Multi-Modal Transit Facility and site; and

WHEREAS, the Federal funding will be provided under the American Recovery and Reinvestment Act of 2009 (ARRA) pursuant to the FRA’s High-Speed Intercity Passenger Rail program (HSIPR); and

WHEREAS, the purpose of the project is to benefit intercity passenger rail service, and the CITY is committed to helping to achieve, to the extent to which it is capable, the anticipated project benefits;

NOW, THEREFORE, the parties agree as follows:

Section 1. PURPOSE

This Contract is to provide for the final design and construction of the Troy Multi-Modal Transit Facility, as set forth in Attachment A, dated March 8, 2011, attached hereto and made a part hereof, such work hereinafter referred to as the “PROJECT.” The PROJECT will be performed in accordance with the Statement of Work, attached to and a part of the Grant Agreement (as defined below) submitted to the FRA by the DEPARTMENT, said Statement of Work attached hereto and made a part hereof by reference as if the same were repeated in full herein.

The DEPARTMENT will participate in the PROJECT by making up to Eight Million Four Hundred Eighty-Five Thousand Two Hundred Twelve Dollars (\$8,485,212.00) in ARRA funding available to the CITY for use in financing the PROJECT, as set forth in Section 4.

Section 2. PROJECT

- a. The CITY will perform or cause to be performed all of the PROJECT work. It is understood that the CITY will contract for all or portions of the PROJECT work, including the final design and construction services. The performance of the PROJECT work will be subject to all requirements contained in the DEPARTMENT's grant/cooperative agreement with the FRA concerning the PROJECT (the "Grant Agreement"), Grant Agreement Number _____, a copy of which will be provided under separate cover when available, and to the following:
 - (i) The PROJECT will comply with the requirements of the Americans with Disabilities Act.
 - (ii) All CITY subcontracts will be submitted for approval to the DEPARTMENT and, if necessary, the FRA, prior to award. Any such approvals will not be construed as a warranty of the subcontractors' qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity.
 - (iii) The CITY will accept full responsibility for the design and construction of the PROJECT building(s). Any reviews undertaken by the DEPARTMENT are for its own purposes and will not be construed as a warranty or assumption of liability on the part of the DEPARTMENT, nor will such reviews relieve the CITY of liability for any claims, causes of action, or judgments arising out of the design for the modifications to the PROJECT building(s). It is understood that the CITY will, under contract with a licensed engineer and/or architect, perform all engineering activities required for completion of the PROJECT.
 - (iv) The CITY will neither advertise nor award the construction contract(s) for the PROJECT prior to receipt of written authorization from the DEPARTMENT to proceed.
 - (v) The CITY, prior to receiving authorization from the DEPARTMENT to advertise the construction contract(s), will certify to the DEPARTMENT that the plans, specifications, and estimates for the PROJECT have been prepared in compliance with applicable state and federal standards and regulations.

- (vi) It is understood that the construction contract(s) for the PROJECT will be publicly advertised and awarded on the basis of the lowest responsive and responsible bid, in accordance with current FRA and DEPARTMENT procedures, including 49 CFR Part 18. The successful bidder(s) will be qualified to perform the work in accordance with all bidding requirements, as determined and approved by the DEPARTMENT and the FRA.
- (vii) The CITY, prior to receipt of authorization from the DEPARTMENT to award the construction contract(s), will certify to the DEPARTMENT that the selection of the contractor(s) was made in accordance with the terms of this Contract and applicable federal, state, and local statutes, regulations, and ordinances.
- (viii) During the construction phase of the PROJECT, the CITY, through its PROJECT engineer/architect, will be in charge of the PROJECT and will ensure that the plans and specifications are followed.
- (ix) The CITY will secure any and all necessary permits with concerned federal, state, and local agencies, etc., as may be necessary under federal, state, and local laws for the performance of work required for the PROJECT and will forward such permits to the DEPARTMENT for such reviews and approvals as may be required.
- (x) The CITY will require any contractor that is awarded a contract for the construction of the PROJECT to provide and maintain, at a minimum, the following insurance:

Personal injury, bodily injury, and property damage insurance for the duration of the PROJECT in the amount of One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) general aggregate.

Owner's protective liability insurance naming as insured the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT, the CITY, and their officials, agents, and employees for the duration of the PROJECT. Copies of certificates of insurance will be provided to the insured. The insurer will be required to give 30 days written notice of any cancellation or change in coverage to the insured. It is understood that the DEPARTMENT does not assume ownership of the PROJECT building(s) or of the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

The CITY will provide the DEPARTMENT with written notice by certified mail of any cancellation or change in insurance coverage within fourteen (14) days of receiving notice of any such cancellation or change.

The CITY agrees that ARRA funds will not be used for first-dollar liability costs for insurance.

- (xi) The CITY will, within ten (10) days of any ceremony to be held in connection with the PROJECT, notify the DEPARTMENT.
- (xii) The CITY will, when issuing any news release or promotional material regarding the PROJECT, give the DEPARTMENT and the FRA credit for participation in the PROJECT and provide that the PROJECT is funded by the FRA with funds provided through ARRA.
- (xiii) The CITY will consider posting a sign at all fixed PROJECT locations at the most publicly accessible location announcing that the PROJECT is funded by the U.S. Department of Transportation, Federal Railroad Administration, with funds provided through the American Recovery and Reinvestment Act. The configuration of the sign(s) will be consistent with guidance issued by the Office of Management and Budget (OMB) and/or the U.S. Department of Transportation, and must be approved by the FRA.
- (xiv) Within sixty (60) days of completion of all PROJECT work, the CITY will prepare a PROJECT report, in accordance with current DEPARTMENT requirements, and submit it to

Al Johnson, Supervisor
Office of High Speed Rail & Innovative Project Advancement
425 West Ottawa Street, P. O. Box 30050
Lansing, MI 48909

- (xv) Upon completion of the PROJECT work and acceptance thereof by the CITY, the CITY will so notify the DEPARTMENT and will request a final acceptance inspection of the PROJECT work. The DEPARTMENT will make a final acceptance inspection of the PROJECT work, as necessary to meet Federal aid requirements.
- (xvi) It is understood that the CITY is responsible for the facilities constructed at the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The CITY certifies, by award of this Contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain, or provide for the maintenance and operation of, the PROJECT facilities in a state of good repair, making ample provisions each year for the performance of such maintenance work as may be required, for a period of a minimum of twenty (20) years from the date the PROJECT property is placed in service.

Failure of the CITY to fulfill its responsibilities as outlined herein may disqualify the CITY from future federal aid participation in transportation projects or in other projects for which it has maintenance responsibility. Federal aid may be withheld until such time as deficiencies in regulations have been corrected and the improvements constructed as the PROJECT is brought to a satisfactory condition of maintenance.

- (xvii) The CITY will comply with Section 114 of the Clean Air Act, 42 USC 7414, and Section 308 of the Federal Water Pollution Control Act, 33 USC 1318, and all regulations issued thereunder. The CITY will include this provision in all subcontracts relating to this PROJECT and will also include in such subcontracts the criteria and requirements of the “Environmental Protection” section of the Grant Agreement and an affirmative covenant requiring the contractor(s) and/or subcontractor(s) to immediately inform the DEPARTMENT upon the receipt of a communication from the U.S. Environmental Protection Agency (EPA) regarding the EPA’s List of Violating Facilities.
- (xviii) The CITY will promptly refer to the U.S. Department of Transportation Inspector General any credible evidence that a principal, employee, agency, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.
- (xix) The CITY agrees to comply with the cargo preference requirements of 46 USC 1241(b), the regulations issued thereunder, 46 CFR Part 381, and the Grant Agreement. The CITY will include this provision in all PROJECT subcontracts.
- (xx) The CITY agrees to comply with the “Patent Rights” and “Rights in Data and Copyrights” sections of the Grant Agreement.
- (xxi) The PROJECT property, equipment, and supplies financed by the Grant Agreement shall be used for the PROJECT purposes for the duration of their useful life, as determined by FRA. Such property, equipment, and supplies are subject to the property management standards, including disposition, of 49 CFR Part 18.
- (xxii) The CITY agrees not to execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect FRA interest in any PROJECT property or equipment.

- (xxiii) The CITY agrees to include in all subcontracts involving ARRA funds a clause providing that the performance of the PROJECT work will be subject to all requirements contained in the Grant Agreement.
 - (xxiv) The DEPARTMENT, its successors, and its assignees will have the right to use the PROJECT property for the purpose of providing intercity passenger rail service during the term of this Contract.
 - (xxv) The CITY will not modify or otherwise alter the PROJECT property in a manner that would decrease reliability for the existing intercity passenger rail service during the term of this Contract without the DEPARTMENT's prior written approval.
- b. The CITY will include the following provisions in its agreement with Canadian National Railway relating to this PROJECT:
- (i) The infrastructure capacity will be adequate to accommodate both the existing freight and intercity passenger operations and the future freight and intercity passenger operations that will result from this PROJECT. For clarity, no additional passenger train frequencies will result from the PROJECT.
 - (ii) The CITY represents that it is in compliance with liability requirements consistent with Title 49 USC Section 28103.
 - (iii) Canadian National Railway agrees that collective bargaining agreements with its employees, including terms regulating the contracting of work, will remain in full force and effect according to their terms for work performed by Canadian National Railway on the PROJECT.
- c. The CITY will comply with all applicable federal, state, and local statutes, ordinances, regulations, and requirements and will obtain all permits and approvals required for the performance of the PROJECT work.

Section 3. COST

The DEPARTMENT and the CITY agree that the maximum PROJECT amount of Eight Million Four Hundred Eighty-Five Thousand Two Hundred Twelve Dollars (\$8,485,212.00) set forth in Attachment A represents estimated line item costs required to complete the PROJECT and may be subject to revision and adjustment. Therefore, the DEPARTMENT and the CITY agree that revisions or adjustments to estimated line item costs set forth in Attachment A are permitted, provided, however, that such revisions or adjustments will not result in an increase in the financial obligations of the DEPARTMENT, as set forth in Section 4 of this Contract, or in a change in the scope of the PROJECT, unless by prior award of a written amendment to this Contract. All costs in excess of the amount stated above will be the CITY's responsibility.

No work may begin on the PROJECT until the work plan is approved by the DEPARTMENT and the DEPARTMENT provides the CITY with written notification to proceed. The DEPARTMENT will allow costs to be incurred by the CITY for the PROJECT prior to award of this Contract. If costs are incurred for the PROJECT that are not approved by the DEPARTMENT, those costs will not be eligible for reimbursement and will remain the responsibility of the CITY. If for any reason this Contract is not awarded, the DEPARTMENT will not be responsible for any expenses that have been incurred.

Funding for this Contract made available through legislative appropriation is based on projected revenue estimates. The DEPARTMENT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

Section 4. COST REIMBURSEMENT

The PROJECT cost will be met by contributions from the federal government. Federal ARRA funds will be applied to 100 percent of the eligible items of PROJECT cost not to exceed Eight Million Four Hundred Eighty-Five Thousand Two Hundred Twelve Dollars (\$8,485,212.00), as set forth in Attachment A. All costs in excess of the amount stated above will be the CITY's responsibility.

Reimbursement for costs incurred is subject to the cost criteria set forth in OMB Circular A-87, 49 CFR Part 18, and Federal Acquisition Regulations, 48 CFR Chapter I, Subpart 31.2, incorporated herein by reference as if the same were repeated in full herein. ARRA funds used for management and administrative costs will be allowable, reasonable, allocable, and in accordance with applicable OMB cost principles.

Section 5. METHOD OF REIMBURSEMENT

- a. The reimbursements identified in Section 4 will be made by the DEPARTMENT against invoices presented to it by the CITY detailing actual costs by the CITY and/or its subconsultants as well as evidence of payment and/or other supporting documentation by the CITY. Reimbursement for costs incurred is subject to review and approval by the DEPARTMENT.
- b. The CITY will submit along with each invoice, as identified in Section 5(a), a PROJECT billing summary showing actual PROJECT costs to date. The CITY agrees that the costs reported to the DEPARTMENT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The CITY also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

- c. The DEPARTMENT will reimburse the CITY for all eligible PROJECT costs, as set forth in Attachment A, within thirty (30) days of receiving said billings, up to a maximum amount of Eight Million Four Hundred Eighty-Five Thousand Two Hundred Twelve Dollars (\$8,485,212.00).

Section 6. AUDIT AND RECORD RETENTION

The CITY agrees to the following:

- a. The CITY will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract. Separate accounts will be established and maintained for all costs incurred under this Contract.
- b. The CITY will also maintain accurate records of all information relating to the following: support for any proposal, change order, or request for equitable adjustment submitted by the CITY; Contract compliance and performance, including any work or deliverables in progress; compliance with applicable provisions of the DEPARTMENT's Federal grant; and support for all direct and indirect costs or prices charged to the DEPARTMENT. The information described in subsections (a) and (b) is hereinafter referred to as the "RECORDS."
- c. The CITY will comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507) and the OMB Circular A-133, as revised or amended, and the provisions of 1951 PA 51; MCL 247.660h; MSA 9.1097 (10i), as applicable with regard to audits, that are in effect at the time of Contract award.
- d. The CITY will maintain the RECORDS for at least three (3) years from the date of final payment made by the DEPARTMENT under this Contract. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the CITY will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired, or until the end of the three (3) year period, whichever is later.
- e. The DEPARTMENT, the FRA, the U.S. Department of Transportation, and the Comptroller General of the United States, and their authorized representatives shall have access to and the right to inspect, copy, and/or audit the RECORDS, at any reasonable time after giving reasonable notice. In connection with such audit and inspection activities, the DEPARTMENT, the FRA, the U.S. Department of Transportation, and the Comptroller General of the United States, and their authorized representatives shall be afforded access to the PROJECT facilities and to contract work and/or deliverables in progress, the opportunity to interview the CITY's employees concerning any matter relating to the Contract, and adequate and appropriate workspace.

- f. The entire PROJECT will be subcontracted. The CITY will assure, and is responsible for, compliance with subsections (a), (b), (c), (d), and (e) above for all subcontracted work, and will require all subcontractors to include these subsections in all lower tier subcontract(s) and/or purchase order(s).
- g. The CITY must comply with applicable state laws and regulations relative to audit requirements.
- h. The CITY is subject to state monitoring activities, which may include limited scope reviews and other on-site monitoring.
- i. The DEPARTMENT, the FRA, the U.S. Department of Transportation, and the U.S. Comptroller General, and their authorized representatives have the right to make site visits at all reasonable times, and the CITY must provide access to all reasonable facilities at such visits.

Section 7. AUDIT AND REPAYMENT

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, the DEPARTMENT will promptly submit to the CITY a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the CITY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the CITY will (a) respond in writing to the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the CITY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE will refer to and apply the language of the Contract. The CITY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the CITY, the CITY will repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the CITY fails to repay the overpayment or

reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the CITY agrees that the DEPARTMENT will deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the CITY under this Contract or any other agreement or payable to the CITY under the terms of PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The CITY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT's decision only as to any item of expense the disallowance of which was disputed by the CITY in a timely filed RESPONSE.

Section 8. INDEMNIFICATION

Each party to this Contract will remain responsible for any claims arising out of its performance of this Contract, as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Contract is not intended to give nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this Contract.

Section 9. NONDISCRIMINATION

- a. The CITY and the DEPARTMENT will comply with the fair employment and equal opportunity practices of Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR Part 60. The CITY will include this provision in all subcontracts relating to this Contract.
- b. In connection with the performance of the PROJECT under this Contract, the CITY (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.
- c. During the performance of this Contract, the CITY, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the "contractor"), agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241 as amended, being Title 42 USC Sections 1971, 1975a-1975d, and

2000a-2000h-6, and the Regulations of the Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.

- d. The CITY will carry out the applicable requirements of the DEPARTMENT's DBE program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof.

Section 10. SUBLETTING

No portion of the PROJECT will be sublet without the prior written consent of the DEPARTMENT. Consent to sublet any portion of the PROJECT will not be construed to relieve the CITY of any responsibility or obligation under or for the fulfillment of this Contract. All contracts, including amendments with subcontractors, in excess of Twenty-Five Thousand Dollars (\$25,000.00), will be submitted to the DEPARTMENT for approval prior to award and will contain all applicable provisions of this Contract. Any such approvals will not be construed as a warranty of the subcontractor's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity.

Section 11. ENTIRE CONTRACT

This Contract constitutes the entire agreement between the parties with respect to the PROJECT. There are no other agreements, either expressed or implied. All prior contracts, agreements, and understandings between the parties with respect to the PROJECT are subsumed within this Contract. Except as otherwise provided in this Contract, no change in, modification to, or amendment to this Contract will be of any force or effect unless in writing, dated, and awarded by the duly authorized representatives of the parties.

Section 12. CHANGES

All changes in the scope or character of the PROJECT or in the cost, compensation, or term of this Contract will be by award of a prior written amendment to this Contract by the parties. The parties shall not enter into or agree to any substantive changes in the Contract without the FRA's prior written consent.

Section 13. TERMINATION

The DEPARTMENT may terminate this Contract for convenience or cause, as set forth below, before the PROJECT is completed. Written notice of termination will be sent to the CITY. The CITY will be reimbursed in accordance with the following:

- a. **Termination for Convenience:**

If the DEPARTMENT terminates this Contract for convenience, the DEPARTMENT will give the CITY written notice of such termination thirty (30) days prior to the date of such termination, and the CITY will be reimbursed for eligible PROJECT costs incurred up to the effective date set forth in the notice of termination. In no case will the compensation paid to the CITY for partial completion of the PROJECT exceed the amount the CITY would have received had the PROJECT been completed.

b. Termination for Cause:

In the event the CITY fails to complete any part of the PROJECT in a manner satisfactory to the DEPARTMENT, the DEPARTMENT may terminate this Contract. If the DEPARTMENT terminates this Contract for cause before the PROJECT is completed, the DEPARTMENT will not reimburse the CITY for any PROJECT costs. Written notice of termination will be sent to the CITY.

In the event that termination by the DEPARTMENT is necessitated by any wrongful breach, failure, default, or omission by the CITY, the DEPARTMENT will be entitled to pursue whatever remedy is available to it, including, but not limited to, withholding funds or off-setting against funds owed to the CITY under this Contract, as well as any other existing or future contracts between the CITY and the DEPARTMENT, for any and all damages and costs incurred or sustained by the DEPARTMENT as a result of its termination of this Contract due to the wrongful breach, failure, default, or omission by the CITY. In the event of termination of this Contract, the DEPARTMENT may procure the PROJECT work from other sources and hold the CITY responsible for any damages or excess costs occasioned thereby.

Section 14. UNFAIR LABOR PRACTICES

- a. In accordance with 1980 PA 278, MCL 423.321 *et seq.*; MSA 17.458(22) *et seq.*; the CITY, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a Federal court of appeals on not less than three (3) occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. The DEPARTMENT may void this Contract if the name of the CITY or the name of a subcontractor, manufacturer, or supplier utilized by the CITY in the performance of this Contract subsequently appears in the register during the performance period of this Contract.
- b. The CITY will comply with the requirements of 40 USC 3141.

- c. The CITY and the DEPARTMENT will comply with the state, local government, and contractor whistleblower protections of ARRA.

Section 15. SEVERABILITY

If any part of this Contract is determined to be invalid, illegal, or unenforceable, such determination will not affect the validity, legality, or enforceability of any other part of this Contract, and the remaining parts of this Contract will be enforced as if such invalid, illegal, or unenforceable part were not contained herein.

Section 16. ASSIGNMENT OF ANTITRUST RIGHTS

With regard to claims based on goods or services that were used to meet the CITY's obligation to the DEPARTMENT under this Contract, the CITY hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the DEPARTMENT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or the DEPARTMENT.

The CITY shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the DEPARTMENT with regard to claims based on goods or services that were used to meet the CITY's obligation to the DEPARTMENT under this Contract due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or the DEPARTMENT as a third-party beneficiary.

The CITY shall notify the DEPARTMENT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the CITY's obligation to the DEPARTMENT under this Contract may have occurred or is threatened to occur. The CITY shall also notify the DEPARTMENT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the CITY's obligation to the DEPARTMENT under this Contract.

Section 17. ARRA REQUIREMENTS

This Contract is subject to all applicable requirements and conditions of ARRA, including, but not limited to, the requirements set forth in Attachment B, pages 1 through 6, attached hereto and made a part hereof.

The CITY agrees that it and its subcontractors will provide all documentation requested by the DEPARTMENT for its use in preparing reports required by the Grant Agreement, including all ARRA reporting requirements, and any supplemental reports as may be required. Should the CITY and/or any of its subcontractors fail to provide such documentation, the DEPARTMENT may withhold reimbursement of federal funds for the PROJECT work until compliance is achieved.

The CITY agrees that ARRA funds will not be used for any casino or other gaming establishment, aquarium, zoo, golf course, or swimming pool.

The CITY agrees that, to the maximum extent possible, contracts funded under ARRA shall be awarded as fixed-price contracts through the use of competitive procedures, and that the CITY will provide a summary of any contract awarded with ARRA funds that is not fixed-price and not awarded using competitive procedures to the DEPARTMENT.

The CITY agrees to comply with the Buy American requirements of 49 USC 24405(a).

Section 18. TERM

This Contract will be in effect from the date of award of the Federal revenue grant through twenty years from the date the PROJECT is completed and the PROJECT property is placed in service, as set forth in Section 2(xv). The CITY will have from the date of award of the Federal revenue grant through two years to complete the PROJECT. No PROJECT work may begin until the CITY receives a written notification to proceed from the DEPARTMENT.

The timely delivery of ARRA projects is critical. The expectation is that all PROJECT funds will be obligated within a year.

Prior to expiration, the time for completion of performance under this Contract may be extended by the DEPARTMENT upon written request and justification from the CITY. The parties will not enter into or agree to any such extension of the Contract without the FRA's prior written consent. Upon approval and authorization, a written time extension amendment will be issued by the DEPARTMENT. The terms and conditions of the extension will be set forth in the amendment. Any such extension will not operate as a waiver by the DEPARTMENT of any of its rights herein set forth.

Section 19. ASSIGNMENT

The CITY agrees that, upon the sale by the CITY of the PROJECT property, such obligations and responsibilities encompassed in this Contract shall apply to and be binding upon such successors, assigns, agents, subsidiaries, affiliates, and lessees.

The CITY will retain and not voluntarily sell, dispose, or abandon the PROJECT property without the prior written approval of the DEPARTMENT.

Section 20. APPLICATION OF FEDERAL LAW

The CITY and the DEPARTMENT agree that federal requirements, including federal laws, regulations, policies, and related administrative practices, may change and the changed requirements will apply to the PROJECT, as required. The CITY will include this provision in all subcontracts financed with ARRA funds relating to this Contract.

Section 21. AWARD

This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the CITY and the DEPARTMENT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the CITY, a certified copy of which resolution will be sent to the DEPARTMENT with this Contract, as applicable.

IN WITNESS WHEREOF, the parties have caused this Contract to be awarded.

CITY OF TROY

BY: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: _____
Title: Department Director

ATTACHMENT A
THE CITY OF TROY
AND
THE STATE OF MICHIGAN

March 8, 2011

Total estimated cost breakdown for the final design and construction of the Troy Multi-Modal Transit Facility:

Professional services, architectural and engineering, and construction management	\$1,958,004
Construction	<u>6,527,208</u>
Project Total to be contributed by the Michigan Department of Transportation	\$8,485,212

Funding source:

ARRA

FY10/77619 \$8,485,212

ATTACHMENT B

The following conditions apply to work funded under the American Recovery and Reinvestment Act 2009 (ARRA).

- A. This work is funded under the American Recovery and Reinvestment Act 2009 (ARRA).
- B. As such it will be monitored and audited by the federal government or their representatives. The Contractor is required to keep complete records including but not limited to invoices, payroll information, and timesheets. The Contractor is required to make such records available for federal government or their representatives for inspection and/or audit.
- C. Buy American Requirement: The Buy American requirement will be met by compliance with 49 USC 24405 (a).
- D. Wage Requirements: All laborers and mechanics employed by contractors and subcontractors of projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of Title 40 of the United States Code (see ARRA section 1606). The Secretary of Labor's determination regarding prevailing wages applicable to Michigan is available at <http://www.gpo.gov/davisbacon/mi.html>.
- E. Whistleblower Protection: Section 1553 of Title XV of Division A of the ARRA prohibits all non-federal recipients of ARRA funds, including the State of Michigan, and all contractors and grantees, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes there is evidence of (1) gross mismanagement of a contract or grant relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to implementation or use of ARRA funds; (4) an abuse of authority related to the implementation or use of recovery funds; or (5) a violation of law, rule or regulation related to an agency contract (including competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. The recipient must post notice of the rights and remedies available to employees under section 1553 of Title XV of Division A of ARRA.

This requirement must be included in all subcontracts or sub grants involving the use of funds made available under ARRA.

Contractors are to display the poster included below under section 'M'.

- F. Reporting Requirements: Reporting has to be done under ARRA and the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282). Prime responsibility for such reporting is with the Owner. However this Contractor will be required to provide monthly reports accompanying each

Payment Request. This information will be in addition to the typical payment request format and back-up.

The Owner will provide in electronic format a form to be completed each month. The form will include but not be limited to the following information:

1. Name of Contractor
2. Amount of Contract
3. Type of Contract*
4. Agency*
5. NAICS Code *
6. Program Source*
7. Purpose
8. Location of Contract
9. City
10. State
11. Congressional District*
12. County
13. Country
14. Unique Identifier*
15. Subcontracts
16. Amount of each Subcontract
17. Completion Status
18. Number of Jobs Created or Retained

Items marked * will be completed by the Owner. The Contactor shall complete all other items.

- G. Inspection of Records: The Contractor shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1998 or his representative (1) to examine any records that directly pertain to and involve transactions relating to this contract, and (2) to interview any officer or employee of the contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by ARRA.
- H. Non-Discrimination: The Contractor shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments Act of 1972, the Age Discrimination Act of 1975, and other civil rights laws applicable to recipients for Federal financial assistance.
- I. Job Opportunity Posting Requirements: contractors shall post notice of job opportunities created in connection with activities funded in whole or in part with ARRA funds in the Michigan Talent bank www.michworks.org/mtb.

J.

Notification
ARRA MONTHLY EMPLOYMENT REPORTS

Note: This notification is only applicable for those projects/contracts funded with ARRA funds.
If you have questions please contact MDOT Contract Services Division at (517) 335-0071.

The American Recovery and Reinvestment Act of 2009 (ARRA), requires states receiving stimulus funds for railroad projects to provide monthly reports to the Federal Railroad Administration (FRA) regarding the number of employees of the prime contractors, all-tier subcontractors and consultants on ARRA funded projects.

The cost for complying with this Notification must be borne by the prime contractor, and all tiers of subcontractors and consultants, as part of their overhead and is deemed to be included in the payments made under this contract.

Within 10 days after the end of each month in which work is performed on this contract, all prime contractors and consultants must provide the Engineer a monthly report on MERS at <https://sso.state.mi.us/> providing employment information on each ARRA project, which will include, for work performed in that preceding month:

- The total number of employees who performed work on this contract
- The total number of hours worked by employees who performed work on this contract
- The total wages of employees who performed work on this contract

Prime Consultants are responsible for reporting on all sub consultants' employment information in MERS, as the subconsultants will not have access to do so.

In addition, the prime contractor must provide a total payment amount made to any subcontractor who is certified DBE in that preceding month.

This Notification shall be included as a part of each subcontract executed by the prime contractor, and all-tiers of subcontractors and consultants.

If necessary to conform to guidance provided by FRA concerning the ARRA reporting requirements, the prime contractor, and all-tiers of subcontractors and consultants will revise their reporting as directed by the Engineer.

Failure to comply with the reporting requirements under ARRA would jeopardize the Department's continued receipt of ARRA funding.

Accordingly, if a contractor or any-tier of subcontractor of consultant fails to comply with this Notification, the Department may withhold contract payments until compliance is achieved. If the Department is compelled to incur costs because of such a breach, the amount of those costs may be deducted from payments otherwise to be made under this contract. Additional sanctions may include reduction or elimination of prequalification ratings and removal of bidding privileges.

Revised: 8-4-2010

K.

03NB41
03-26-09

NOTICE TO BIDDERS
ARRA REQUIREMENTS

As a part of the American Recovery and Reinvestment of 2009 (ARRA), Davis-Bacon prevailing wage requirements apply to all ARRA funded construction projects regardless of location (including projects on local roads or rural minor collectors, and Transportation Enhancement projects outside the highway right-of-way).

**NOTICE TO BIDDERS
REQUIRED CONTRACT PROVISIONS TO IMPLEMENT
AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)
SECTIONS 902 AND 1515**

In accordance with requirements under section 902 of the American Recovery and Reinvestment Act of 2009 (ARRA), the following language is made a part of this contract and is to be made a part of all tier subcontracts or consultant contracts.

The U.S. Comptroller General and his representatives have the authority:

- (1) to examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

The Comptroller General and his representatives have the authority and rights provided under Section 902 of the ARRA with respect to this contract. As provided in section 902, nothing in section 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

In accordance with the requirements of section 1515(a) of the ARRA any representatives of the Inspector General have the authority:

- (1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to the contract, subcontract, grant, or subgrant; and
- (2) to interview any officer or employee of the contractor, grantee, subgrantee or agency regarding such transactions.

Nothing set forth in section 1515 of the ARRA shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

M. Whistleblower Poster to be Displayed

Know Your Rights Under the Recovery Act!

Did you know?

The American Recovery and Reinvestment Act of 2009¹ provides protections for certain employees of non-federal employers who make specified disclosures relating to possible fraud, waste and/or abuse of Recovery Act funds.

Who is protected?

Employees of non-federal employers receiving recovery funds. This includes State and local governments, contractors, subcontractors, grantees or professional membership organizations acting in the interest of recovery fund recipients.

How are Whistleblowers Protected?

You cannot be discharged, demoted or otherwise discriminated against as a reprisal for making a protected disclosure.

What types of disclosures are protected?

The disclosure must be made by the employee to the Recovery Accountability and Transparency Board, an Inspector General, the Comptroller General, a member of Congress, a state or federal regulatory or law enforcement agency, a person with supervisory authority over the employee, a court or grand jury, or the head of a federal agency or his/her representatives.

The disclosure must involve information that the employee believes is evidence of:

- gross mismanagement of an agency contract or grant relating to recovery funds,
- a gross waste of recovery funds,
- a substantial and specific danger to public health or safety related to the implementation or use of recovery funds,
- an abuse of authority related to the implementation or use of recovery funds, or
- a violation of law, rule, or regulation related to an agency contract or grant awarded or issued relating to recovery funds.

Take Action!

Log on to Recovery.gov for more information about your rights and details on how to report at www.recovery.gov.

¹ Section 1553 of Division A, Title XV of the American Recovery and Reinvestment Act of 2009, P.L. 111-5

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

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

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

(Revised October 1, 2005)

APPENDIX C

Assurances that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR § 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



CITY COUNCIL AGENDA ITEM

September 9, 2011

TO: The Honorable Mayor and City Council Members

FROM: John Szerlag, City Manager

SUBJECT: Proposed Amendment to the Three Year Budget; Retention of Two Sergeants and Two Police Officers

At our last study session we spoke about the cost effectiveness of the Early Retirement Incentive Program (ERIP) and other best practices vis a vis our three year budget. As you know, the ERIP is part and parcel of employee concessions as well as modified collective bargaining agreements and reduction in costs for replacement employees. Because of this, the ERIP/Concession initiative not only reduced reliance on Fund Balance, but we now have projected revenues exceeding projected expenditures for the first two years of the three year budget. If we compare the average expenditure reductions from the ERIP to the average use of Fund Balance over the next three years, we project revenues over expenditures on an average of \$600,000 per year.

I wish to thank all employees for making the sacrifice. We could not have achieved this economic sustainability benchmark without them. And we stand alone in this regard as we know of no other Municipal, County or State organization that has matched this achievement.

Turning now to the organizational restructuring and economic sustainability study performed by the International City/County Management Association (ICMA), this organization made two recommendations pertaining to retention of employees:

1. The streets, drains and parks division of public works would not be sustainable unless we reinstated eight positions slated for elimination.
2. The police department would not be sustainable unless four of the thirty eight sworn positions slated for elimination were retained.

In other words, proposed cuts made by staff and approved by Council were essentially too deep to be sustainable in these areas. Our three year budget retains the eight positions in public works, but does not address the four sworn positions in the police department.

Given the above, I recommend that City Council authorize the retention of two sergeants and two police officers slated for elimination in FY 2014.



CITY COUNCIL AGENDA ITEM

C: Gary Mayer, Chief of Police
Keith Frye, Police Captain
Gerard Scherlinck, Police Captain
Monica Irelan, Assistant to the City Manager/Coordinator of Continuous Improvement
Peggy Sears, Human Resources Director
Thomas Darling, Darling & Associates

JAS/bt\AGENDA ITEMS\2011\09.12.11 – To M&CC – Proposed Amendment to Three Year Budget

Pastor Jack Mannschreck from Big Beaver United Methodist Church gave the Invocation. The Pledge of Allegiance to the Flag was given.

A. CALL TO ORDER:

A Regular Meeting of the Troy City Council was held Monday, August 29, 2011, at City Hall, 500 W. Big Beaver Road. Mayor Schilling called the meeting to order at 7:30 PM.

B. ROLL CALL:

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

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 for the Establishment of an Industrial Development District (IDD) for Inteva Products, LLC – 1401 Crooks

Mayor Schilling **OPENED** the Public Hearing.

Mayor Schilling **CLOSED** the Public Hearing after hearing comments from Richard Peters.

Resolution #2011-08-196

Moved by Kerwin

Seconded by Beltramini

RESOLVED, That Troy City Council hereby **ESTABLISHES** an Industrial Development District (IDD) for property known as 1401 Crooks, Troy, MI. 48084-7155, Parcel #88-20-32-226-037, in accordance with City Council Policy Resolution #2010-08-173; and

BE IT FINALLY RESOLVED, That Troy City Council hereby **DIRECTS** the City Clerk to forward a copy of this resolution to the State Tax Commission, Treasury Building, P.O. Box 30471, Lansing, MI 48909-7971.

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

No: Howrylak

MOTION CARRIED**E-2 Public Hearing for the Granting of an Industrial Facilities Exemption Certificate (IFEC) for Inteva Products, LLC – 1401 Crooks**

Mayor Schilling **OPENED** the Public Hearing.

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

Resolution #2011-08-197

Moved by Beltramini

Seconded by McGinnis

WHEREAS, After due notice and proper hearing, the City Council of the City of Troy on August 29, 2011, established an Industrial Development District (IDD) for property known as 1401 Crooks, Troy, MI. 48084-7155, Parcel # 88-20-32-226-037; and

WHEREAS, An Application has been submitted by Inteva Products LLC, for an Industrial Facilities Exemption Certificate (IFEC) for personal property at 1401 Crooks, Troy, MI. 48084-7155, for six (6) years; and

WHEREAS, After due and proper notice by the City Clerk, the City Council, on August 29, 2011, held a Public Hearing giving opportunity for comment by all taxing units as to the possibility that the granting of an Industrial Facilities Exemption Certificate (IFEC) for Inteva Products LLC, at 1401 Crooks, Troy, MI. 48084-7155 may have the effect of substantially impeding the operation of the taxing unit, or impairing the financial soundness of the taxing unit; and

WHEREAS, The aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Troy, after granting this certificate will not exceed 5% of an amount equal to the sum of the SEV of the City of Troy, plus the SEV of real and personal property thus exempted;

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council has **FOUND THAT THE GRANTING** of an Industrial Facilities Exemption Certificate (IFEC) for Inteva Products LLC, at 1401 Crooks, Troy, MI. 48084-7155 shall not substantially impede the operation of the City of Troy or the other taxing units, **NOR HAS IT BEEN FOUND THAT THE GRANTING** of the Industrial Facilities Exemption Certificate (IFEC) will impair the financial soundness of the City of Troy, or the other taxing units which levy taxes on said property; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** the application to for an Industrial Facilities Exemption Certificate (IFEC) for Inteva Products LLC, Inc., at 1401 Crooks, Troy, MI. 48084-7155, Parcel # 88-20-32-226-037 , for personal property for a term of six (6) years, after completion, **CONTINGENT** upon the execution of a Letter of Agreement between the City of Troy and Inteva Products LLC, and the payment of the fees in accordance with Public Act 198 of 1974, as amended; and

BE IT FURTHER RESOLVED, That the Mayor and City Clerk are **AUTHORIZED TO EXECUTE** the Letter of Agreement between the City of Troy and Inteva Products LLC, a copy of which shall be **ATTACHED** to the original minutes of this meeting; and

BE IT FINALLY RESOLVED, That the City Clerk is hereby **AUTHORIZED TO COMPLETE** the Application and **TRANSMIT** same to the State Tax Commission, Treasury Building, P.O. Box 30471, Lansing, MI. 48909-7971

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

MOTION CARRIED

F. PUBLIC COMMENT:

Reinhardt, Marvin	Spoke about tax abatements, Troy Patch and other various topics.
Mohr, Nicholas	Commented on residents and businesses that violate the automatic sprinkler system restrictions.
Peters, Richard	Spoke about rail systems and other various topics.
Eckhout, Fred	Spoke about disclosing employee salaries and benefits and Troy Family Daze.
Savage, James	Spoke about the Delphi tax abatement.

G. RESPONSE / REPLY TO PUBLIC COMMENT

H. POSTPONED ITEMS:

H-1 No Postponed Items

I. REGULAR BUSINESS:

I-1 Board and Committee Appointments: None Scheduled

I-2 Board and Committee Nominations: None Scheduled

I-3 Request for Closed Session – No Closed Session Requested

I-4 Streamlining Boards and Committees Pursuant to Direction of City Council

Motion to Separate Items a) Dissolving of the Advisory Committee for Persons with Disabilities and b) Dissolving of the Advisory Committee for Senior Citizens from I-4 Streamlining Boards and Committees Pursuant to Direction of City Council

Resolution #2011-08-198
 Moved by Howrylak
 Seconded by Fleming

RESOLVED, That Resolutions a) *Dissolving of the Advisory Committee for Persons with Disabilities* and b) *Dissolving of the Advisory Committee for Senior Citizens* are hereby **SEPARATED** from *I-4 Streamlining Boards and Committees Pursuant to Direction of City Council* and will be voted on individually.

Yes: All-7

No: None

MOTION CARRIED

I-4 Streamlining Boards and Committees Pursuant to Direction of City Council

a) Dissolving of the Advisory Committee for Persons with Disabilities

Resolution #2011-08-199

Moved by Kerwin

Seconded by Slater

WHEREAS, The Troy City Council reviewed streamlining boards and committees, as a result of concerns about economic sustainability due to staffing impacts, and

WHEREAS, By City Council consensus, City Management to was directed to prepare appropriate agenda materials relative to several boards and committees;

WHEREAS, The following boards and committees were identified as committee where dissolution was appropriate:

- Advisory Committee for Persons with Disabilities
- Advisory Committee for Senior Citizens
- Ethnic Issues Advisory Board
- Board of Canvassers
- Cable Advisory Board
- Troy Daze Committee
- Youth Council

WHEREAS, The above referenced boards and committees were initially established by resolution of Council and therefore can be dissolved by resolution;

NOW, THEREFORE, BE IT RESOLVED, The Advisory Committee for Person with Disabilities is hereby DISSOLVED this 29th day of August, 2011;

BE IT FINALLY RESOLVED, That the Mayor will **PREPARE** a letter thanking each board or committee member for their volunteerism and prior service to the City of Troy.

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

No: Howrylak

MOTION CARRIED

b) Dissolving of the Advisory Committee for Senior Citizens

Resolution #2011-08-200

Moved by Kerwin

Seconded by Slater

WHEREAS, The Troy City Council reviewed streamlining boards and committees, as a result of concerns about economic sustainability due to staffing impacts, and

WHEREAS, By City Council consensus, City Management to was directed to prepare appropriate agenda materials relative to several boards and committees;

WHEREAS, The following boards and committees were identified as committee where dissolution was appropriate:

- Advisory Committee for Persons with Disabilities
- Advisory Committee for Senior Citizens
- Ethnic Issues Advisory Board
- Board of Canvassers
- Cable Advisory Board
- Troy Daze Committee
- Youth Council

WHEREAS, The above referenced boards and committees were initially established by resolution of Council and therefore can be dissolved by resolution;

NOW, THEREFORE, BE IT RESOLVED, The Advisory Committee for Senior Citizens is hereby DISSOLVED this 29th day of August, 2011;

BE IT FINALLY RESOLVED, That the Mayor will **PREPARE** a letter thanking each board or committee member for their volunteerism and prior service to the City of Troy.

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

No: Howrylak

MOTION CARRIED**Vote on Resolution to Approve Item I-4 Streamlining Boards and Committees Pursuant to Direction of City Council a) through g)**

Resolution #2011-08-201

Moved by Kerwin

Seconded by Slater

c) Dissolving of the Ethnic Issues Advisory Board

WHEREAS, The Troy City Council reviewed streamlining boards and committees, as a result of concerns about economic sustainability due to staffing impacts, and

WHEREAS, By City Council consensus, City Management to was directed to prepare appropriate agenda materials relative to several boards and committees;

WHEREAS, The following boards and committees were identified as committee where dissolution was appropriate:

- Advisory Committee for Persons with Disabilities
- Advisory Committee for Senior Citizens
- Ethnic Issues Advisory Board
- Board of Canvassers
- Cable Advisory Board
- Troy Daze Committee
- Youth Council

WHEREAS, The above referenced boards and committees were initially established by resolution of Council and therefore can be dissolved by resolution;

NOW, THEREFORE, BE IT RESOLVED, The Ethnic Issues Advisory Board is hereby DISSOLVED this 29th day of August, 2011;

BE IT FINALLY RESOLVED, That the Mayor will **PREPARE** a letter thanking each board or committee member for their volunteerism and prior service to the City of Troy.

d) Dissolving of the Board of Canvassers

WHEREAS, The Troy City Council reviewed streamlining boards and committees, as a result of concerns about economic sustainability due to staffing impacts, and

WHEREAS, By City Council consensus, City Management to was directed to prepare appropriate agenda materials relative to several boards and committees;

WHEREAS, The following boards and committees were identified as committee where dissolution was appropriate:

- Advisory Committee for Persons with Disabilities
- Advisory Committee for Senior Citizens
- Ethnic Issues Advisory Board
- Board of Canvassers
- Cable Advisory Board
- Troy Daze Committee
- Youth Council

WHEREAS, The above referenced boards and committees were initially established by resolution of Council and therefore can be dissolved by resolution;

NOW, THEREFORE, BE IT RESOLVED, The Board of Canvassers is hereby DISSOLVED this 29th day of August, 2011;

BE IT FINALLY RESOLVED, That the Mayor will **PREPARE** a letter thanking each board or committee member for their volunteerism and prior service to the City of Troy.

e) Dissolving of the Cable Advisory Board

WHEREAS, The Troy City Council reviewed streamlining boards and committees, as a result of concerns about economic sustainability due to staffing impacts, and

WHEREAS, By City Council consensus, City Management to was directed to prepare appropriate agenda materials relative to several boards and committees;

WHEREAS, The following boards and committees were identified as committee where dissolution was appropriate:

- Advisory Committee for Persons with Disabilities
- Advisory Committee for Senior Citizens
- Ethnic Issues Advisory Board
- Board of Canvassers
- Cable Advisory Board
- Troy Daze Committee
- Youth Council

WHEREAS, The above referenced boards and committees were initially established by resolution of Council and therefore can be dissolved by resolution;

NOW, THEREFORE, BE IT RESOLVED, The Cable Advisory Board is hereby DISSOLVED this 29th day of August, 2011;

BE IT FINALLY RESOLVED, That the Mayor will **PREPARE** a letter thanking each board or committee member for their volunteerism and prior service to the City of Troy.

f) Dissolving of the Troy Daze Committee

WHEREAS, The Troy City Council reviewed streamlining boards and committees, as a result of concerns about economic sustainability due to staffing impacts, and

WHEREAS, By City Council consensus, City Management to was directed to prepare appropriate agenda materials relative to several boards and committees;

WHEREAS, The following boards and committees were identified as committee where dissolution was appropriate:

- Advisory Committee for Persons with Disabilities
- Advisory Committee for Senior Citizens
- Ethnic Issues Advisory Board
- Board of Canvassers
- Cable Advisory Board

- Troy Daze Committee
- Youth Council

WHEREAS, The above referenced boards and committees were initially established by resolution of Council and therefore can be dissolved by resolution;

NOW, THEREFORE, BE IT RESOLVED, The Troy Daze Committee is hereby DISSOLVED this 29th day of August, 2011;

BE IT FINALLY RESOLVED, That the Mayor will **PREPARE** a letter thanking each board or committee member for their volunteerism and prior service to the City of Troy.

g) Dissolving of the Youth Council

WHEREAS, The Troy City Council reviewed streamlining boards and committees, as a result of concerns about economic sustainability due to staffing impacts, and

WHEREAS, By City Council consensus, City Management to was directed to prepare appropriate agenda materials relative to several boards and committees;

WHEREAS, The following boards and committees were identified as committee where dissolution was appropriate:

- Advisory Committee for Persons with Disabilities
- Advisory Committee for Senior Citizens
- Ethnic Issues Advisory Board
- Board of Canvassers
- Cable Advisory Board
- Troy Daze Committee
- Youth Council

WHEREAS, The above referenced boards and committees were initially established by resolution of Council and therefore can be dissolved by resolution;

NOW, THEREFORE, BE IT RESOLVED, The Youth Council is hereby DISSOLVED this 29th day of August, 2011;

BE IT FINALLY RESOLVED, That the Mayor will **PREPARE** a letter thanking each board or committee member for their volunteerism and prior service to the City of Troy.

Yes: All-7
No: None

MOTION CARRIED

J. CONSENT AGENDA:

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

Resolution #2011-08-202
Moved by Howrylak
Seconded by McGinnis

RESOLVED, That Troy City Council hereby **APPROVES** all items on the Consent Agenda as presented with the exception of Item(s) J-04a and J-6, which **SHALL BE CONSIDERED** after Consent Agenda (I) items, as printed.

Yes: All-7
No: None

MOTION CARRIED

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

J-2 Approval of City Council Minutes

Resolution #2011-08-202-J-2

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

- a. Regular City Council Meeting Of August 22, 2011

J-3 Proposed City of Troy Proclamations: None Submitted

J-4 Standard Purchasing Resolutions

- b. **Standard Purchasing Resolution #3: Exercise Renewal Option – Outdoor Light Maintenance and Repair Contract**

Resolution #2011-08-202-J-4b

WHEREAS, On September 28, 2009, a contract to furnish all labor, tools, equipment, transportation service, and traffic controls to provide two (2) year requirements of street, parking lot, and athletic field light maintenance and repair with an option to renew for one additional year was awarded to the low total bidder, Northern Sign Company, Inc. of Pontiac, Michigan (Resolution #2009-09-290-F-4a); and

WHEREAS, Northern Sign Company has agreed to exercise the option to renew the contract under the same pricing, terms and conditions;

THEREFORE, BE IT RESOLVED, That the Troy City Council hereby **EXERCISES** and **APPROVES** the option to renew the contract with Northern Sign Company Inc. to provide outdoor light maintenance and repair under the same pricing, terms, and conditions for one-year

at unit prices and discounts contained in the bid tabulation opened August 19, 2009, to expire September 30, 2012.

c. Standard Purchasing Resolution #3: Exercise Renewal Option – Street Light Installation and Replacement

Resolution #2011-08-202-J-4c

WHEREAS, On September 28, 2009, a contract to furnish all labor, tools, equipment, transportation service, and traffic controls to provide two (2) year requirements of street, parking lot, and athletic field light installation and replacement with an option to renew for one additional year was awarded to the low total bidder, Corby Energy Services, Inc of Belleville, Michigan (Resolution #2009-09-290-F-4b); and

WHEREAS, Corby Energy Services, Inc has agreed to exercise the option to renew the contract under the same pricing, terms and conditions;

THEREFORE, BE IT RESOLVED, That the Troy City Council hereby **EXERCISES** and **APPROVES** the option to renew the contract with Corby Energy Services Inc to provide street light installation and replacement under the same pricing, terms, and conditions for one-year at unit prices and discounts contained in the bid tabulation opened August 26, 2009, to expire September 30, 2012.

d. Standard Purchasing Resolution #2: Bid Award – Lowest Bidder Meeting Specifications – Asphalt Patching Material - Cold

Resolution #2011-08-202-J-4d

RESOLVED, That Troy City Council hereby **AWARDS** a seasonal contract for asphalt patching material – QPR/UPM to the lowest bidder meeting specifications, Saginaw Asphalt Paving Company of Saginaw, MI, for an estimated total cost of \$38,740.00, at the unit price contained in the bid tabulation opened August 11, 2011, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with a contract expiration of April 30, 2012; and

BE IT FURTHER 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.

J-5 Application Regarding New Dance Permit for the St. Andrews Society of Detroit

(a) New Dance Permit

Resolution #2011-08-202-J-5a

RESOLVED, That Troy City Council hereby **CONSIDERS** for **APPROVAL** a liquor license request as indicated below, and hereby **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** the document, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Liquor License Applicant :	The St. Andrews Society of Detroit
Type of License Requested :	New Dance Permit to be held in conjunction with 2010 Club Licensed Business
Located at :	2360 Rochester Court, Troy, MI 48084, Oakland County
MLCC Request # :	607210

and

(b) Agreement

Resolution #2011-08-202-J-5b

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

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** an agreement with the liquor license applicant named in the approved resolution above, and hereby **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** the document, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-4 Standard Purchasing Resolutions

a) Standard Purchasing Resolution #1: Award to Low Bidder Contract 11-6 – Rochester, Chopin to Larchwood Pavement Rehabilitation

Resolution #2011-08-203

Moved by McGinnis

Seconded by Slater

RESOLVED, That Contract No. 11-6 - Rochester, Chopin to Larchwood Pavement Rehabilitation, be **AWARDED** to Barrett Paving Materials Inc., 5800 Cherry Hill Road, Ypsilanti, MI 48198, or their low total bid amount of \$260,928.25.

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

Yes: Schilling, Beltramini, Kerwin, McGinnis, Slater

No: Fleming, Howrylak

MOTION CARRIED

J-6 Contract Extension – Banking Services

Resolution #2011-08-204

Moved by Beltramini
Seconded by McGinnis

WHEREAS, On July 19, 1999, City Council approved a three (3) year contract to provide Banking Services with an option to renew the contract for an additional three (3) year period to Fifth Third Bank (formerly Old Kent Bank), the most qualified and lowest bidder as a result of a request for proposal process (Resolution #99-349-E-2c); and on May 6, 2002, exercised the renewal option for an additional three years under the same prices, terms and conditions expiring September 30, 2005 (Resolution #2002-05-288-E2); and on June 20, 2005, the contract was extended for a three-year period expiring October 1, 2008, with fee reductions in Controlled Disbursement Accounts from \$100.00 to \$50.00 per account per month and deposit fees from \$.60 cents to \$.50 cents per deposit (Resolution #2005-06-304-F3); and on July 21, 2008, Troy City Council approved a three-year contract to provide Banking Services with Fifth Third Bank under the same pricing, terms and conditions expiring October 1, 2011 (Resolution #2008-07-241); and

WHEREAS, Fifth Third Bank has offered to extend their contract for two years under the same terms and conditions with a revised pricing structure as indicated below; and

WHEREAS, There has been an on-going joint effort between the City and Fifth Third Bank personnel to integrate appropriate technology, implement proper security procedures, create reporting structures, execute feedback mechanisms and provide end-user training to achieve optimal performance;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** a two-year contract to provide Banking Services with Fifth Third Bank under the same prices, terms and conditions with a 50% reduction in the pass-through FDIC insurance assessment fee charged to all non-interest bearing deposit account balances each month over the next two years, all to expire October 1, 2013.

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

MOTION CARRIED

Vote on Resolution to Suspend Rules of Procedure for the City Council, Rule #6 – Order of Business

Resolution #2011-08-205

Moved by Schilling
Seconded by Kerwin

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

Yes: All-7
No: None

MOTION CARRIED**Motion to Conduct a Study Session to Discuss Cost Effectiveness of the Early Retirement Incentive Program (ERIP), and Other Best Practices**

Resolution #2011-08-206

Moved by Schilling

Seconded by Kerwin

BE IT RESOLVED, That Troy City Council **SHALL MEET** in Study Session, to discuss *Cost Effectiveness of the Early Retirement Incentive Program (ERIP), and Other Best Practices*.

Yes: All-7

No: None

MOTION CARRIED**K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:**

K-1 Announcement of Public Hearings: None Submitted

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

L. COUNCIL REFERRALS:

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

L-1 No Council Referrals Submitted

M. COUNCIL COMMENTS

M-1 No Council Comments Advanced

N. REPORTS**N-1 Minutes – Boards and Committees:**

- a) Liquor Advisory Committee/Final – July 11, 2011
 - b) Liquor Advisory Committee/Draft – August 8, 2011
 - c) Planning Commission/Draft – August 9, 2011
 - d) Zoning Board of Appeals/Final – July 19, 2011
Noted and Filed
-

N-2 Department Reports: None Submitted

Noted and Filed

N-3 Letters of Appreciation:

- a) Letter of Appreciation from Stephanie Pierson of Brookdale Senior Living Thanking Officers Cole and Barrows for their K-9 Demonstration
 - b) Letter of Appreciation from Mr. and Mrs. Bielski Thanking Officers of the Troy Police Dept. for the Three Home Invasion Arrests in Charnwood Subdivision
- Noted and Filed

N-4 Proposed Proclamations/Resolutions from Other Organizations:

- a) Communication from the State of Michigan Public Service Commission Regarding Notice of Hearing for the Customers of Consumers Energy Company and The Detroit Edison Company – Case No. U-16055
- Noted and Filed

O. STUDY ITEMS

O-1 No Study Items Presented

P. CLOSED SESSION:

P-1 No Closed Session Requested

The meeting **RECESSED** at 8:34 PM.

The meeting **RECONVENED** at 8:39 PM.

Q. ADJOURNMENT

The meeting **ADJOURNED** at 9:51 PM.

Mayor Louise E. Schilling

M. Aileen Bittner
Acting City Clerk



CITY COUNCIL AGENDA ITEM

Date: September 1, 2011

To: John Szerlag, City Manager

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

Subject: Agenda Item – Standard Purchasing Resolution #1: Award to Low Bidder
Contract 11-3 – Section 35 Pavement Rehabilitation

Background

The water mains in the section 35 subdivisions were replaced in 2010. The existing asphalt streets: Sheffield, Kenyon, Lyons, Burtman, Wacon, Redwood, Jamaica, and Key West will receive base repairs, curb & gutter repairs, some drive approach replacements, catch basin repairs, mill and overlay. A pavement repair and resurfacing project is typically scheduled the following construction season to repair the existing roads due to damage caused by the water main construction. The work is anticipated to start late-September and be completed by late-November.

Bids were received and publicly read on August 31, 2011. The low bid of \$860,776.00 was submitted by Ajax Paving Industries, Inc., as can be seen in the attached bid tabulation summary. The engineer's estimate at the time of bidding was \$937,000.00. The low bid is therefore \$76,224.00 or 8.13% below the engineer's estimate.

Recommendation

It is recommended that City Council award a contract for the Section 35 Pavement Rehabilitation project to Ajax Paving Industries, Inc., 830 Kirts Blvd., Suite 100, Troy, MI 48084 for their low total bid amount of \$860,776.00.

In addition, we are requesting authorization to approve additional work, if needed, not to exceed 25% of the original project cost due to unknown pavement conditions exposed after the milling operation and unknown quantities of base repair that may be needed prior to placement of the asphalt overlay. Please know that we have incorporated a 25% contingency for this type of work since 2006.

Fund Availability

Funds for this work are included in the 2011-12 Water Fund. The budgeted amount includes funds for construction, inspection and contingencies.

Legal Considerations

Work was competitively bid and publicly opened with four (4) bidders responding. The award is contingent upon submission of proper proposal and bid documents, including insurance certificates, bonds and all specified requirements.

BID TABULATION
CONTRACT 11-3
Section 35 Pavement Rehabilitation
City of Troy
Oakland County, Michigan

Bids Due: August 31, 2011
Project # 09.501.5

Total Bid Amount

Ajax Paving Industries, Inc.	\$	860,776.00
Barrett Paving Materials, Inc.	\$	939,859.00
Pro-Line Asphalt Paving Corp.	\$	972,810.97
Cadillac Asphalt, LLC	\$	1,006,858.00



CITY COUNCIL AGENDA ITEM

Date: August 24, 2011

To: John Szerlag, City Manager

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

Subject: Request for Acceptance of a Sanitary Sewer Easement from Cornerstone Village 1, LLC - Sidwell #88-20-27-201-049

Background

As part of the development and improvement of a property located in Section 27, on the south side of Big Beaver and west of Rochester Road, the Engineering department has received an easement for sanitary sewer.

The easement was granted to the City of Troy by Cornerstone Village 1, LLC, owner of the property having Sidwell #88-20-27-201-049.

The format and content of this easement is consistent with conveyances previously accepted by City Council. The consideration amount on this document is \$1.00.

Recommendation

City Management recommends that City Council accept the attached easement consistent with our policy of accepting easements for development and improvement purposes.

PERMANENT EASEMENT

Sidwell #88-20-27-201-049 (pt of)
Resolution #

CORNERSTONE VILLAGE 1, L.L.C., a Michigan limited liability company, Grantor(s), whose address is 650 East Big Beaver, Suite F, Troy, MI 48083 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, grants to the Grantee the right to construct, operate, maintain, repair and/or replace sanitary, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

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 his signature(s) this 15th day of October A.D. 2008.

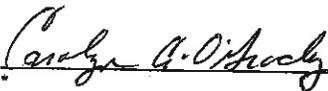
CORNERSTONE VILLAGE 1, L.L.C.,
a Michigan limited liability company

By  (L.S.)
Daniel D. MacLeish
Its: Member

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 15th day of October, 2008, by Daniel D. MacLeish, Member of Cornerstone Village 1, L.L.C., a Michigan limited liability company, on behalf of the company.

CAROLYN A. OGRADY
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Nov 2, 2012
ACTING IN COUNTY OF OAKLAND


Notary Public, _____ County, Michigan
My Commission Expires _____
Acting in _____ County, Michigan

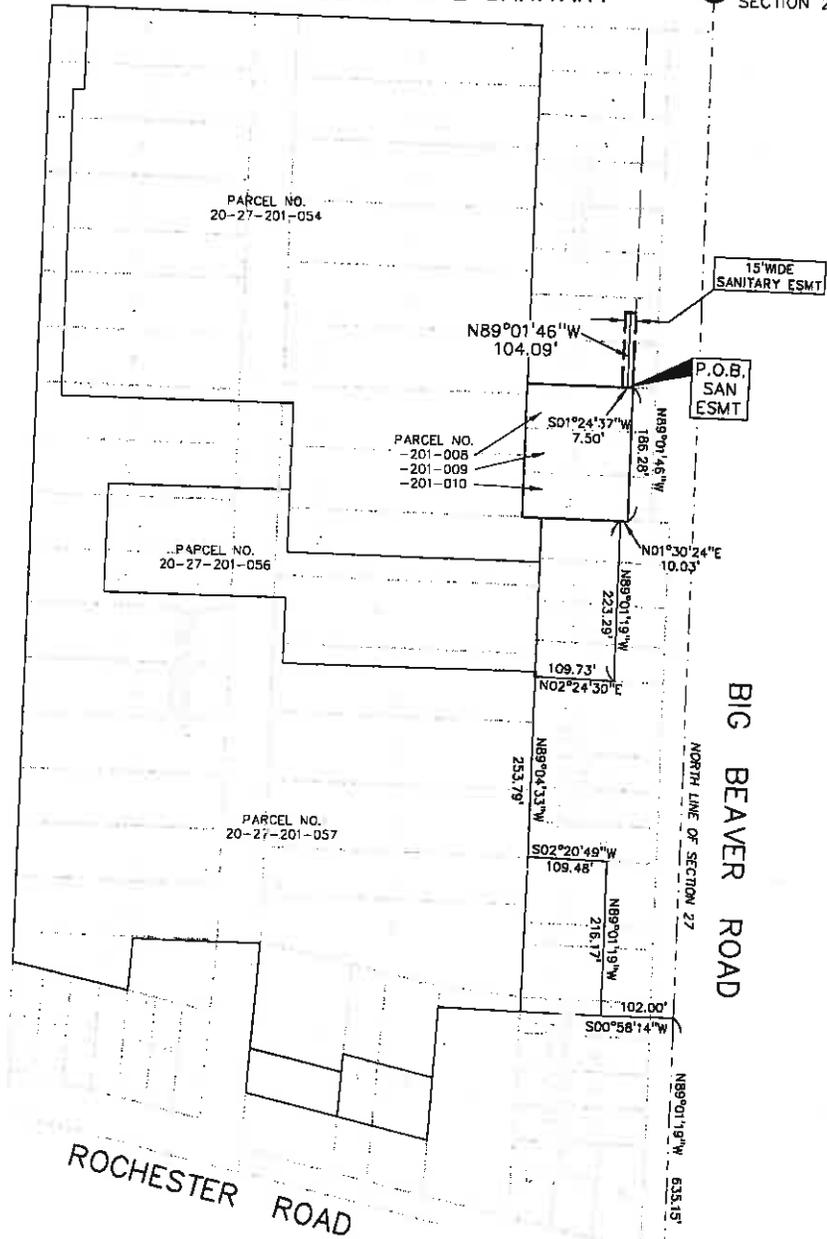
Prepared by: Larysa Figol
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

PLEASE SIGN IN BLUE INK AND PRINT OR TYPE NAMES IN BLACK INK UNDER SIGNATURES

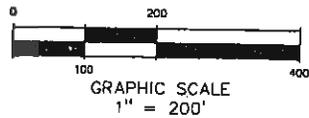
SKETCH OF EASEMENT 15' WIDE OFFSITE SANITARY

 NORTH 1/4 CORNER
SECTION 27



BIG BEAVER ROAD

ROCHESTER ROAD



LEGEND

 SECTION CORNER FOUND

 NORTHEAST CORNER
SECTION 27

PROFESSIONAL
ENGINEERING
ASSOCIATES

CLIENT:
RAMCO-GERSHENSON, INC
31500 NORTHWESTERN HWY, SUITE 300
FARMINGTON HILLS, MI 48334

SCALE: 1" = 200'

JOB No: 2007186

2430 Rochester Ct. Suite 100
Troy, MI 48063-1872
(248) 689-9090

DATE: 8-6-08

DWG. No: 1 of 2

**SKETCH OF EASEMENT
15' WIDE OFFSITE SANITARY**

LEGAL DESCRIPTION

15 FOOT WIDE SANITARY EASEMENT

A 15 foot wide easement for the construction, operation, maintenance and repair of a sanitary sewer over part of Lots 47 and 48 of FORD SUBDIVISION (as recorded in Liber 58 of Plats, Page 24, Oakland County Records), subdivisions in Part of the Northeast 1/4 of Section 27, Town 2 North, Range 11 East, City of Troy, Oakland County Michigan, whose centerline is more particularly described as: Commencing at the Northeast corner of said Section 27;

thence along the north line of said section, N89°01'19"W, 635.15 feet;

thence S00°58'14"W, 102.00 feet; thence N89°01'19"W, 216.17 feet;

thence S02°20'49"W, 109.48 feet; thence N89°04'33"W, 253.79 feet; thence N02°24'30"E, 109.73 feet;

thence N89°01'19"W, 223.29 feet; thence N01°30'24"E, 10.03 feet; thence N89°01'46"W, 186.28 feet; thence S01°24'37"W, 7.50 feet to the Point-of-Beginning;

thence along the centerline of a 15 foot wide easement, N89°01'46"W, 104.09 feet to the Point-of-Ending.

PROFESSIONAL
ENGINEERING
ASSOCIATES

CLIENT:
RAMCO-GERSHENSON, INC
31500 NORTHWESTERN HWY, SUITE 300
FARMINGTON HILLS, MI 48334

SCALE: 1"= 200'

JOB No: 2007186

DATE: 8-6-08

DWG. No: 2 of 2

2430 Rochester Ct. Suite 100
Troy, MI 48083-1872
(248) 689-9090



CITY COUNCIL ACTION REPORT

August 26, 2011

TO: John Szerlag, City Manager

FROM: Gary G. Mayer, Chief of Police
William Nelson, Fire Chief

SUBJECT: Request to Temporarily Waive Parking Restrictions

Background:

The Congregation Shir Tikvah is requesting that the parking restrictions on the East side of Northfield Parkway from the entrance of Boulan Park to the entrance of the synagogue be waived on the following dates and times:

- Wednesday, September 28, 2011, 7:00 pm – 11:00 pm
- Thursday, September 29, 2011, 9:00 am – 5:00 pm
- Friday, October 7, 2011, 7:00 pm – 11:00 pm
- Saturday, October 8, 2011, 9:00 am – 9:00 pm

Congregation Shir Tikvah is conducting events related to the observance of the High Holidays on these dates and times; although they have arranged for additional parking at Stonehaven Church on Wattles Road, they fear they will not have sufficient parking space for all attendees.

The waiving of the restrictions would allow attendees to park on the dirt shoulder of Northfield Parkway.

Recommendation:

City Ordinance prohibits parking on Northfield Parkway; therefore, City Council action is required to grant a variance.

Congregation Shir Tikvah makes such requests and is granted a variance regularly; no problems have ever been reported.



CITY COUNCIL AGENDA ITEM

Date: August 30, 2011

To: John Szerlag, City Manager

From: Aileen Bittner, Acting City Clerk

Subject: Request for Recognition as a Nonprofit Organization Status from Ann Walsh – Morse Elementary School PTO

Background

Attached is a request from Ann Walsh of the Morse Elementary School PTO seeking recognition as a nonprofit organization status for the purpose of obtaining a charitable gaming license for fundraising purposes.

Recommendation

It has been City Management's practice to support the approval of such requests.

Fund Availability

There are no financial considerations associated with this item.

City Attorney's Review as to Form and Legality

There are no legal considerations associated with this item.

Suggested Resolution

Resolution #2011-09-

RESOLVED, That Troy City Council hereby **APPROVES** the request from *Morse Elementary School PTO*, 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.

Yes:

No:

Morse Elementary PTO
475 Cherry
Troy, MI 48083

August 25, 2011

Re: Charitable Gaming License

Dear Mayor Schilling and members of Troy City Council:

Morse Elementary School PTO is applying for a gaming license for the purpose of holding a charity poker tournament at Big Beaver Tavern on January 7 – 10, 2012.

Morse Elementary School PTO is a non-profit organization which aims to bring a closer relationship of the students, parents, and teachers of Morse Elementary School. Funds raised from the charity poker event will be used towards things such as assisting in the cost of bus transportation for field trips, teacher allotments, room parents and other events held for the students and families of the community.

Included in this packet is a Local Governing Body Resolution for Charitable Gaming License form. Please consider our request for a gaming license.

Should you have any questions please feel free to contact me. I may be reached at 248-941-5815 or walsha25@yahoo.com.

Thank you for your assistance in this matter.

Sincerely,



Ann Walsh

Secretary

Morse Elementary School PTO



Charitable Gaming Division
 Box 30023, Lansing, MI 48909
 OVERNIGHT DELIVERY:
 101 E. Hillsdale, Lansing MI 48933
 (517) 335-5780
 www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
 (Required by MCL.432.103(9))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____,
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____.
APPROVAL/DISAPPROVAL

APPROVAL	DISAPPROVAL
Yeas: _____	Yeas: _____
Nays: _____	Nays: _____
Absent: _____	Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the _____ at a _____ meeting held on _____.
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
 PENALTY: Possible denial of application.
 BSL-CG-1153(R10/06)



Charitable Gaming Division
 Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
 101 E. Hillsdale, Lansing MI 48933
 (517) 335-5780
 www.michigan.gov/cg

MILLIONAIRE PARTY LICENSE APPLICATION

For Bureau Use Only

ALLOW 6 WEEKS FOR PROCESSING.
 PLEASE PRINT OR TYPE IN BLUE OR BLACK INK.

QUALIFICATION INFORMATION	1. Organization Name Morse Elementary PTO				2. Organization ID Number or Last License Number Issued	
	3. Organization Street Address 475 Cherry		City Troy	State MI	Zip Code 48083	
	Organization Mailing Address 475 Cherry		City Troy	State MI	Zip Code 48083	County Oakland
	4. Has your organization ever received a license such as bingo, millionaire party, raffle, charity game ticket, or numeral game? <input type="radio"/> Yes - Complete application and submit with the appropriate fee. <input checked="" type="radio"/> No - Please follow the instructions on the qualification guideline. If a guideline was not included or you do not understand it, contact our office at (517) 335-5780 to inquire as to what documentation must be submitted to qualify for licensing.					
5. Is your organization a candidate committee, political committee, political party committee, ballot question committee, independent committee or any other committee as defined by, and organized pursuant to, the Michigan Campaign Finance Act 388 of the Public Acts of 1976, as amended, being sections 169.201 to 169.282 of the Michigan Compiled Laws? <input type="radio"/> Yes <input checked="" type="radio"/> No			6. Has your organization received contributions or made expenditures of \$500 or more in the last calendar year for the purpose of influencing or attempting to influence the action of voters for or against the nomination or election of a candidate, or the qualification, passage, or defeat of a ballot question? <input type="radio"/> Yes <input checked="" type="radio"/> No			

SIGNATURE(S)	7. Provide name, title, home address, and telephone numbers for the PRINCIPAL OFFICER, e.g., president, grand knight, worthy matron, etc., and the vice president or equivalent and one other officer of the organization. SIGNATURE OF PRINCIPAL OFFICER REQUIRED - OR - signatures of the vice president or equivalent and one other officer. NOTE: Executive director signature not acceptable.		
	Name and Title	Street, City, State, ZIP Code	Telephone Numbers
	Principal Officer Sarah Siterlet	186 Starr DR	Day (248) 854-7160
	Title President	Troy, MI 48083	Evening (248) 854-7160
	Signature of Principal Officer <i>Sarah Siterlet</i>		Date 8/15/11
	- OR -		
	Name and Title	Street, City, State, ZIP Code	Telephone Numbers
	Vice President or Equivalent Karie Pasternak	392 Hickory	Day (248) 250-3028
	Title Vice President	Troy, MI 48083	Evening (248) 250-3028
	Signature of Vice President or Equivalent <i>Karie Pasternak</i>		Date 8/26/11
Name and Title	Street, City, State, ZIP Code	Telephone Numbers	
Other Officer Ann Walsh	1010 Woodilee	Day (248) 941-5815	
Title Secretary	Troy, MI 48083	Evening (248) 941-5815	
Signature of Other Officer <i>Ann Walsh</i>		Date 8/15/11	
By signing above, I CERTIFY that I am at least 18 years of age, the organization applying is a NONPROFIT organization, I have examined this application and there is no misrepresentation or falsification in the information stated or attached, and the facts underlying our original qualification status remain unchanged. I FURTHER CERTIFY that I am aware that false or misleading statements will be cause for rejection of this application or revocation of the right to obtain any future licenses and I AM AWARE OF AND AGREE TO the conditions of Act 382 of the Public Acts of 1972, as amended, and the rules and directives of the Michigan Bureau of State Lottery.			

PLEASE COMPLETE THE BACK PAGE OF THIS APPLICATION
 PLEASE MAKE A COPY OF THE COMPLETED APPLICATION FOR YOUR RECORDS

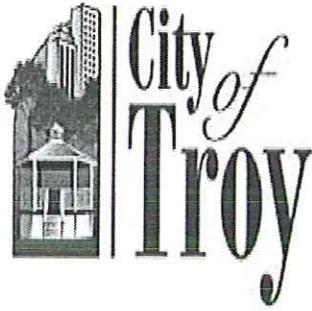


COMPLETION: Required for licensure.
 PENALTY: No license will be issued.

8. Contact Person <u>Ann Walsh</u> Street Address Where License Should Be Mailed <u>475 Cherry</u> City <u>Troy</u> State <u>MI</u> ZIP Code <u>48083</u> Telephone Number (Day) <u>(248) 941-5815</u> Telephone Number (Evening) <u>(248) 941-5815</u>			9. Millionaire Party Location (building name, if any) <u>Big Bearer Tavern</u> Street Address <u>1045 E. Big Bearer Rd</u> City <u>Troy</u> ZIP Code <u>48083</u> Location ID number <u>400019</u> County <u>Oakland</u>		
10. Location is: (check one) <input type="radio"/> Your Own <input type="radio"/> Donated (no charge) <input checked="" type="radio"/> Rented (submit rental agreement)			11. Gambling equipment is: (check one) <input type="radio"/> Your own <input type="radio"/> Rented - Supplier ID _____ Supplier Name _____ <input checked="" type="checkbox"/> Included in location rental agreement or donated (no charge). (If donated, submit donated equipment agreement.)		
12. List name, home address, and telephone numbers of the person(s) in charge of millionaire party. Must be member for 6 months. If your organization does not have general membership, must be board member for 6 months. Attach additional list if necessary.					
Millionaire Party Chairperson		Street, City, State, ZIP Code		Telephone Numbers	
Name <u>Ann Walsh</u>		<u>1010 Woodstee</u>		Day <u>(248) 941-5815</u>	
Board Member <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				Evening <u>(248) 941-5815</u>	
Name <u>Alicia Renner</u>		<u>1388 Milverton</u>		Day ()	
Board Member <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				Evening ()	
Name		Street, City, State, ZIP Code		Day ()	
Board Member <input type="checkbox"/> Yes <input type="checkbox"/> No		Street, City, State, ZIP Code		Evening ()	
Name		Street, City, State, ZIP Code		Day ()	
Board Member <input type="checkbox"/> Yes <input type="checkbox"/> No		Street, City, State, ZIP Code		Evening ()	
Name		Street, City, State, ZIP Code		Day ()	
Board Member <input type="checkbox"/> Yes <input type="checkbox"/> No		Street, City, State, ZIP Code		Evening ()	
13. Event Date(s) and Time(s) (Must be between the hours of 8 a.m.-2 a.m.) Be sure to indicate a.m. or p.m. for each event time listed.					
Date <u>January 7, 2012</u>		Time <u>12:00</u> p.m.		to <u>2:00</u> p.m. am	
Date <u>January 8, 2012</u>		Time <u>12:00</u> p.m.		to <u>2:00</u> p.m. am	
Date <u>January 9, 2012</u>		Time <u>12:00</u> p.m.		to <u>2:00</u> p.m. am	
Date <u>January 10, 2012</u>		Time <u>12:00</u> p.m.		to <u>2:00</u> p.m. am	
14. License Fee \$50 per day up to 4 consecutive days \$50 x <u>4</u> = \$200 <small>Number of Days</small>			15. Will you be conducting Texas Hold'em? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, see Directive Millionaire Party (Poker).		
			16. Will you be conducting a raffle? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, see raffle rules.		

MILLIONAIRE PARTY INFORMATION

Make checks payable to: STATE OF MICHIGAN
 Submit completed application, supporting documents, and license fee to:
 Charitable Gaming Division, Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY: 101 E. Hillsdale, Lansing, MI 48933



CITY OF TROY

SOLICITATION – FUND RAISING

Date Received: 2011 AUG 26 AM 8:04

File the following information with the City Clerk's Office at least 21 days prior to the time when the permit is desired. TIME SPAN FOR PERMIT IS NOT TO EXCEED NINETY (90) DAYS.

Name of Organization:

Phone:

Morse Elementary PTO

Local Address:

City/Zip:

475 Cherry St.

Troy 48083

Home Address (if different):

City/Zip:

Name of Parent Organization:

Morse Elementary School PTO

Address:

475 Cherry Troy, MI 48083

Local Representative/Officers:

Name	Title	Phone
<u>Sarah Siterlet</u>	<u>President</u>	<u>248-854-7160</u>
<u>Kari Pasternak</u>	<u>Vice President</u>	<u>248-250-3028</u>
<u>Ann Walsh</u>	<u>Secretary</u>	<u>248-941-5815</u>

Person in Charge of Solicitations:

Ann Walsh

How are funds solicited:

Locations/Dates/Times:

Locations	Dates	Times
<u>Big Beaver Tavern</u>	<u>January 7-10, 2012</u>	<u>12 pm - 7pm</u>

To what purpose will you put these funds:

Benefits students and teachers

What is the requested amount for contribution:

Entry fee for Charity Poker

Proposed bylaws of the MORSE PARENT TEACHER ORGANIZATION

ARTICLE I: NAME

The name of the organization is the Morse Parent Teacher Organization; hereafter known as Morse PTO.

ARTICLE II: PURPOSE

Section 1. The Purposes of the organization are:

- A. To bring into closer relation the home and Morse Elementary School, that parents and teachers may cooperate intelligently in the education of children and youth.
- B. To develop between educators and the general public such united efforts as will secure for all children and youth the highest advantages in physical, mental, and social education.

Section 2. The above Purposes are promoted through an educational program directed toward parents, teachers, and the general public. They are developed through conferences, committees, projects, and programs; and are governed and qualified by the basic policies set forth in Article III.

ARTICLE III: BASIC POLICIES

The following are basic policies of this organization:

- A. The organization shall be non commercial, nonsectarian, and nonpartisan.
- B. The name of the organization or the names of any members in their official capacities shall not be used in any connection with a commercial or political concern or with any partisan interest or for any purpose not appropriately related to promotion of the purposes of the organization.
- C. The organization shall not – directly or indirectly – participate or intervene (in any way, including the publishing or distributing of statements) in any political campaign on behalf of, or in opposition to, any candidate for public office; or devote more than an insubstantial part of its activities to attempt to influence legislation by propaganda or otherwise. The PTO may engage in activities which influence legislation and matters which affect the welfare and education of children. No funds will be allocated for these activities and time spent on these activities should not exceed five percent.

- D. The organization shall cooperate with the school to support the improvement of education in ways that will not interfere with administration of the schools and shall not seek to control its policies.
- E. The organization may cooperate with other organizations and agencies concerned with child welfare, but persons representing the organization in such matters shall make no commitments that bind the organization. Any member of the board who has a financial, personal, or official interest in or conflict (or appearance of conflict) with any member pending before the Board, of such nature that it prevents or may prevent that member from acting on the matter in an impartial manner, will offer to the Board to voluntarily excuse him/herself and will vacate his/her seat and refrain from discussion and voting on said item.
- F. In the event of the dissolution of the organization, its assets shall be distributed in Accordance with Article XII, Section 2 of these bylaws.

ARTICLE IV: MEMBERSHIP AND DUES

- Section 1. Membership in the Morse Parent Teacher Organization shall be made available to any individual who has a child enrolled at Morse, or is a Morse staff member. These individuals shall also subscribe to the purposes and basic policies of the organization. Membership shall not be denied on the basis of race, color, creed, or national origin. At no time are officers or board members compensated by Morse PTO.
- Section 2. All members of the organization shall be eligible to participate in the business meetings or to serve in any of its elective or appointive positions.
- Section 3. No annual dues shall be charged to any member.
- Section 4. Persons may be admitted to membership at any time during the school year.
- Section 5. The membership year shall follow the Troy School District calendar.

ARTICLE V: OFFICERS AND THEIR ELECTION

- Section 1. Each officer of Morse PTO shall be a member of this organization.
- Section 2. Officers and their election:
 - A. The officers of this organization are the PTO Board. The PTO Board shall consist of:
 - Co-Presidents
 - Co-Vice Presidents
 - Co-Secretaries
 - Co-Treasurers

The Executive Board shall consist of:

- Co-Presidents
- Co-Vice Presidents
- Co-Secretaries
- Co-Treasurers
- Principal
- Teacher Representative

- B. PTO Board officers shall be elected by ballot annually within the month of May.
- C. New P.T.O. Board members shall be introduced at the last meeting in June. Officers shall assume their official duties following the last day of the school year, except the co-treasurers who will assume duties July 1st of that year after final report and close out of books. Officers will serve for a term of one year.
- D. A person shall not be eligible to serve more than two consecutive terms in the same office. (Exception: a person may serve more than two consecutive terms when there is no other person willing to serve.)

Section 3. Election Committee:

- A. The Election Committee will be elected at a general meeting and be convened annually in February. The committee shall be comprised of three (3) to five (5) members of the PTO. The latter shall consist of at least one PTO Board member and two (2) to three (3) members at large. The building Principal shall serve as a consultant to the Election Committee. An announcement for an Election Committee shall be made no later than the January meeting. No member of the Election Committee may run for the PTO Board.
- B. The first order of business shall be to elect a chairperson. The chairperson shall oversee the voting procedures.
- C. The Election Committee shall, after soliciting nominations, prepare a slate of officer candidates.
- D. Only those persons who have signified their consent to serve, if elected, shall have their names on the ballot.

Section 4. Voting Procedures:

- A. A numbered election ballot, on a single colored paper, will be developed and randomly distributed to voting members.
- B. One vote per legal guardian (maximum of two (2) votes) and/or staff member is eligible to vote.

- C. Ballots will be distributed to the youngest and only child of each family and to staff members without children attending Morse.
- D. Ballots will be distributed and due within five (5) school days.
- E. Ballots will contain the names of nominated candidates. If a candidate runs unopposed, voters will be asked to indicate yes or no (support or opposition) to the unopposed candidate. Should an unopposed candidate not receive the majority vote, a vacancy shall occur. See Section Five for clarification. Ballots will contain a write-in candidate option. Should a write-in candidate secure the majority vote, the election committee will contact the write-in winner for his/her consent.
- C. Ballots will be counted by the Election Committee and presented at a PTO general meeting in May.
- G. In case of a tie, a run-off election will be held using election procedure. Should there be a tie in the run-off election, the Morse Executive Board will cast the deciding vote.

Section 5. Vacancies:

- A. A vacancy occurring in any office shall be filled for the unexpired term by a person elected by a majority of the existing (current) Executive Board. The candidate will be elected using the same voting procedure as an unopposed candidate. Notice of such election having been given. In case a vacancy occurs in the office of the president, the co-president shall serve notice of the election.

Section 6. Reasons to Remove:

- A. Removal from office may occur by a majority vote of the Morse Executive Board for missing more than three (3) consecutive Executive Board meetings, failure to perform assigned duties, corruption, or any act that brings dishonor to the organization or negates the objectives of the organization. Removal shall take place after the Executive Board has met in an effort to discuss the problem and all attempts have been made to resolve the problem. Removal shall be done by a majority vote of the Executive Board.

ARTICLE VI: DUTIES OF OFFICERS

Section 1. President:

- A. Shall prepare an agenda and preside at all meeting of the organization and of the Executive Board. Meeting agendas must be posted in the school lobby and/or the school website (when possible) seven (7) days prior to general and special meetings.
- B. Shall perform such other duties as may be prescribed in these bylaws or assigned to him/her by the organization or by the Executive Board.
- C. Shall coordinate the work of the officers and committees to break a tie.
- D. Shall not vote at meetings of the membership at large except to break a tie.
- E. Shall have his/her name on the Morse PTO checking account.
- F. The President shall be a member ex officio of all committees except the election committee.

Section 2. Co-President:

- A. Shall perform the duties of the president in the absence or disability of that officer to act.
- B. Can vote at all membership and board meetings.

Section 3. Vice President/Co-Vice President:

- A. Shall act as an aide to the president and co-president.
- B. Shall perform the duties of the president/co-president in the absence or disability of the officer to act.
- C. Shall act as a public relations liaison to ensure that pertinent information is distributed to the membership at large.

Section 4. Secretary/Co-Secretary

- A. Shall record the minutes of all meetings of the organization and of the Executive Board.
- B. Shall take attendance at all meetings.
- C. Shall be responsible for PTO correspondence.

D. Shall perform such other duties as may be delegated to him/her.

Section 5. Treasurer/Co-Treasurer:

A. Shall have custody of all of the funds of the organization.

B. Shall keep a full and accurate account of receipts and expenditures.

C. Shall at the start of the school year, prepare a proposed annual written budget as outlined by the Executive Board.

D. Shall make disbursements in accordance with the approved budget as authorized by the president, Executive Board, or organization.

E. Shall present a financial statement at every meeting of the organization and at other times when requested by the Executive Board.

F. Shall prepare by categories an annual, written, end of the school year report of expenditures and incomes and any remaining balance.

G. Shall honor expenditures outside of the approved budget up to \$100.00 upon the authorization of the president. Expenditures outside of the approved budget over \$100.00 must have prior approval of either the Executive Board or the membership at large.

H. Shall have deposits verified by a second party.

Clause 1.

The treasurer's accounts shall be examined annually by an auditor or an auditing committee of three members, who, satisfied that the treasurer's annual report is correct, shall sign a statement of that fact at the end of the report. The auditing committee shall be selected by the Executive Board at least two weeks before the new officers assume duties.

Section 5. All officers:

A. Shall perform the duties prescribed in the parliamentary authority in addition to those outlined in these bylaws, the operating manual and those assigned from time to time.

B. Shall deliver to their successors all official material no later than ten days following the meeting at which new officers assume their duties.

ARTICLE VII: STANDING & SPECIAL COMMITTEES

- Section 1. A. A standing committee, if any, shall be an on going committee performing specific recurring duties throughout the year. The members and the chairperson of the standing committees shall be appointed by the Executive Board of the organization.
- B. A special committee, (if any) shall be created for a specific purpose with a pre-determined amount of time. The members and the chairperson of the special committee shall be appointed by the Executive Board of the organization.
- Section 2. A. Shall transact necessary business in the intervals between PTO meetings and shall transact other business as may be referred to it by the organization.
- B. Shall present a report at the regular meetings of the organization.

ARTICLE VIII – DUTIES OF EXECUTIVE BOARD

- Section 1. A. Shall select an auditor or an auditing committee to audit the treasurer's accounts.
- B. Shall approve a proposed budget for the year.
- C. Shall approve routine bills within the limits of the budget.
- Section 2. Regular meetings of the Executive Board shall be held during the year, the time to be fixed by the committee at its first meeting of the year. A majority of the Executive Board members shall constitute a quorum. Special meetings of the Executive Board may be called by the president or by a majority of the members of the Executive Board.

ARTICLE IX: MEETINGS

- Section 1. At least four regular meetings of this organization shall be held during the school year with scheduled Officer Meetings taking place. Officer Meetings shall include all Executive Committee Board Members and Committee Members. Non-Executive Board Members may attend Officer Meetings but will not have voting privileges. Dates of all meetings shall be determined by the Executive committee Board and announced at the first regular meeting of the year. Five days notice shall be given of a change of date. In the event of severe weather conditions and/or unforeseeable building closure, any scheduled PTO Board Meeting that is cancelled does not need to be rescheduled.
- Section 2. Special meetings of the organization may be called by the president or by a majority of the Executive Board, five days notice having been given.

- Section 3. A. A simple majority of the Executive Board, plus at least one member at large shall constitute a quorum for the transaction of business in any general meeting of the organization.
- B. A simple majority shall be used in voting on PTO matters.

Proposed Meeting Schedule (beginning 2010/2011)

July	Officer Meeting
August	N/A
September	Regular Meeting (1)
October	Regular Meeting (2)
November	Officer Meeting
December	Officer Meeting
January	Regular Meeting (3)
February	Officer Meeting
March	Officer Meeting
April	Regular Meeting (4)
May	Officer Meeting
June	Officer Meeting

ARTICLE X: FISCAL YEAR

The fiscal year of this organization shall be September 1st through August 31st.

ARTICLE XI: PARLIAMENTARY AUTHORITY

Robert's Rules of Order Newly Revised shall govern the organization in all cases in which they are applicable and in which they are not in conflict with these bylaws.

ARTICLE XII: DISSOLUTION

Section 1. The organization shall, by a majority of its membership, authorize the formation of a committee to consider and report the reasons for disbanding and the necessary steps to be taken. At the next regular meeting, all members having been notified, the committee shall submit its report. Notice of intent to disband must be given to each member at least thirty days prior to the meeting. A two-thirds majority of the membership voting is required for passage.

Section 2. In the event of dissolution, all monies accrued by the organization shall be spent for the good of the children at Morse Elementary School as determined by the

existing (current) Executive Board.

ARTICLE XIII: AMENDMENTS

- Section 1. These bylaw may be amended at any regular meeting of the organization by a two-thirds majority of the members present and voting provided that notice of the proposed amendment shall have been given at the previous meeting.
- Section 2. A committee may be appointed to submit a revised set of bylaws as a substitute for the existing bylaws only by a majority vote at a meeting of the organization, or by a two-thirds majority of the Executive Board. The requirements of adoption of a revised set of bylaws shall be the same as in the case of an amendment.

ARTICLE XIV

Inherent Clause:

If occasions or situations shall arise not fully covered by the constitution, bylaws, and/or operating manual, the Executive Board shall have the full power to decide such cases with a simple majority vote.

Revised and adopted 5/12/10

MORSE ELEMENTARY SCHOOL
2010 / 2011 Budget Tracker

ID#

Income	Budget	Actual to Date	Difference
Donations	\$0.00	\$80.03	\$80.03
Harvest Festival	\$700.00	\$863.80	\$163.80
Read-A-Thon	\$3,000.00	\$2,334.04	-\$665.96
Box Tops	\$1,000.00	\$470.70	-\$529.30
Family Portraits	\$0.00	\$55.00	\$55.00
Fun Fair	\$1,000.00	\$4,121.72	\$3,121.72
Fun Run	\$6,000.00	\$4,831.37	-\$1,168.63
Fun Run T-Shirts	\$1,700.00	\$1,300.00	-\$400.00
Gordon Food Service rewards	\$0.00	\$10.00	\$10.00
Holiday Shop	\$850.00	\$248.72	-\$601.28
Kohl's media center grant	\$500.00	\$500.00	\$0.00
Kroger Rewards	\$0.00	\$0.00	\$0.00
Meijer Rewards	\$0.00	\$0.00	\$0.00
Mom 2 Mom Sale	\$2,000.00	\$0.00	-\$2,000.00
School Spirit Shirts	\$300.00	\$477.25	\$177.25
Scrip Fundraiser	\$1,000.00	\$579.83	-\$420.17
Silent Auction	\$3,000.00	\$5,603.00	\$2,603.00
Silent Auction food	\$0.00	\$93.00	\$93.00
Target	\$0.00	\$0.00	\$0.00
Total Income	\$21,050.00	\$21,568.46	\$518.46

Expense	Budget	Actual to Date	Difference
1st Day of School	\$50.00	\$36.74	-\$13.26
5th Grade Camp Bus	\$2,400.00	\$2,035.00	-\$365.00
5th Grade Promotion	\$100.00	\$134.44	\$34.44
501(c)3 filing	\$760.00	\$850.00	\$90.00
Room Parents	\$665.00	\$295.93	-\$369.07
Bus Allotment (based on \$5/student @ 404 students)	\$2,020.00	\$1,667.68	-\$352.32
Beautification	\$150.00	\$0.00	-\$150.00
Celebration of Excellence/Ice Cream Social	\$125.00	\$180.03	\$55.03
Directory	\$325.00	\$400.00	\$75.00
Field Day	\$170.00	\$183.69	\$13.69
Fun Run Expenses	\$300.00	\$169.55	-\$130.45
Fun Run T-shirts	\$1,700.00	\$1,777.50	\$77.50
George Ku Foundation (Annual Donation)	\$100.00	\$0.00	-\$100.00
Harvest Festival Expenses	\$200.00	\$384.33	\$184.33
Kohl's media center grant books	\$500.00	\$492.75	-\$7.25
Silent Auction	\$500.00	\$778.83	\$278.83
Silent Auction food	\$0.00	\$720.39	\$720.39
Lansing Bus	\$2,100.00	\$1,980.00	-\$120.00
Literacy Library Replacement	\$250.00	\$0.00	-\$250.00
Misc. PTO Expenses	\$180.00	\$223.60	\$43.60
Mom2Mom Sale Expenses	\$500.00	\$30.00	-\$470.00
Office Supplies	\$75.00	\$121.60	\$46.60
Teacher Appreciation	\$150.00	\$36.41	-\$113.59
Orange Bowl Bus	\$200.00	\$0.00	-\$200.00
Pizza with principal	\$350.00	\$92.50	-\$257.50
President Dues	\$35.00	\$0.00	-\$35.00
Reading Allotment (Based on \$5/student @ 404 students)	\$2,020.00	\$1,657.32	-\$362.68
Safe Homes (Annual Donation)	\$100.00	\$0.00	-\$100.00
Fun Fair Expenses	\$600.00	\$752.30	\$152.30
Staff Luncheon During conferences	\$200.00	\$180.00	-\$20.00
Staff Treats During Conferences	\$75.00	\$0.00	-\$75.00
Teacher Allotment	\$3,750.00	\$1,604.83	-\$2,145.17
TFEE (Annual Donation)	\$50.00	\$50.00	\$0.00
Holiday Shop	\$0.00	\$3,609.83	\$3,609.83
School Spirit Shirts	\$0.00	\$1,220.57	\$1,220.57
Troy Special Ed (Annual Donation)	\$100.00	\$0.00	-\$100.00
Total Expenses	\$20,800.00	\$21,665.82	\$865.82

\$250.00 -\$97.36 -\$347.36

8/25/2011

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **JAN 18 2011**

MORSE ELEMENTARY SCHOOL PTO
475 CHERRY
TROY, MI 48063-1612

Employer Identification Number:
38-2952901
DLN:
17053278309000
Contact Person:
WINNIE W LEE ID# 31208
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
August 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
October 15, 2009
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

MORSE ELEMENTARY SCHOOL PTO

Sincerely,

A handwritten signature in black ink that reads "Robert Choi". The signature is written in a cursive style with a large, prominent initial "R".

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC

ELECTION COMMISSION MINUTES – Final**June 29, 2011**

A meeting of the Troy Election Commission was held June 29, 2011, at City Hall, 500 W. Big Beaver Road. Deputy City Clerk Bittner called the Meeting to order at 1:00 PM.

ROLL CALL:

PRESENT: David Anderson, M. Aileen Bittner – Deputy City Clerk
ABSENT: Timothy Dewan, Tonni L. Bartholomew – City Clerk

Minutes: Regular Meeting of May 26, 2011

Resolution #EC-2011-06-008
Moved by Anderson
Seconded by Bittner

RESOLVED, That the Election Commission hereby **APPROVES** the Minutes of May 26, 2011 as presented.

Yes: Anderson, Bittner
No: None
Absent: Bartholomew, Dewan

MOTION CARRIED

Approval of Election Inspector Assignments – August 2, 2011 Election

Resolution #EC-2011-06-009
Moved by Anderson
Seconded by Bittner

RESOLVED, That Election Inspectors be **APPOINTED** for the August 2, 2011 Election, as presented by the City Clerk.

Yes: Anderson, Bittner
No: None
Absent: Bartholomew, Dewan

MOTION CARRIED

Adjournment:

The meeting was adjourned at 1:05 PM.

M. Aileen Bittner
Deputy City Clerk

Vice Chair Maxwell called the Regular Meeting of the Troy City Planning Commission to order at 7:30 p.m. on August 9, 2011 in the Council Chamber of the Troy City Hall.

1. ROLL CALL

Present:

Donald Edmunds
Tom Krent
Mark Maxwell
Philip Sanzica
Thomas Strat
John J. Tagle
Lon M. Ullmann

Absent:

Michael W. Hutson
Robert Schultz

Also Present:

Allan Motzny, Assistant City Attorney
Zachary Branigan, Carlisle/Wortman Associates, Inc.
Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF AGENDA

Resolution # PC-2011-08-048

Moved by: Edmunds
Seconded by: Strat

RESOLVED, To approve the Agenda as prepared.

Yes: All present (7)
Absent: Hutson, Schultz

MOTION CARRIED

3. APPROVAL OF MINUTES

Resolution # PC-2011-08-049

Moved by: Sanzica
Seconded by: Tagle

RESOLVED, To approve the minutes of the July 26, 2011 Special/Study meeting as prepared.

Yes: All present (7)
Absent: Hutson, Schultz

MOTION CARRIED

4. PUBLIC COMMENTS – Items not on the Agenda

There was no one present who wished to speak.

SPECIAL USE REQUESTS

- 5. **PUBLIC HEARING – SPECIAL USE REQUEST AND PRELIMINARY SITE PLAN REVIEW (File Number SU 390)** – Proposed Holiday Inn Express Hotel & Suites, East side of Stephenson Highway, North of 14 Mile (466 Stephenson Highway), Section 35, Currently Zoned OM (Office Mixed Use) District

PUBLIC HEARING OPENED

No one was present to speak.

PUBLIC HEARING CLOSED

Resolution # PC-2011-08-050

Moved by: Sanzica

Seconded by: Strat

RESOLVED, That Special Use Approval and Preliminary Site Plan Approval for the proposed Holiday Inn Express Hotel & Suites, located on the east side of Stephenson Highway, north of 14 Mile Road, at 466 Stephenson Highway, Section 35, within the OM (Office Mixed Use) zoning district, be granted, subject to the following:

- 1. Show lot coverage calculation.
- 2. Add a bike rack with capacity of at least two bicycles.
- 3. Satisfy landscape requirements as follows:
 - a. Add one deciduous street tree.
 - b. Provide landscaped area calculations.
 - c. Correct errors and inconsistencies in the landscape plan and existing tree inventory.
 - d. Provide detailed landscaping calculations showing how all requirements of Section 13.02 are being met.
 - e. Add a 3-foot landscape berm in the lawn area between the parking lot and the right-of-way for Stephenson Highway, specifically along the length of the actual area where the 10 parking spaces facing Stephenson are proposed.
 - f. Show protective techniques for trees proposed to remain.
- 4. Seal remaining architectural sheets.
- 5. Provide samples, swatches, or manufacturer’s specification sheets of the predominant proposed exterior materials and colors of all buildings and permanent structures, including walls and fences.

Yes: All present (7)

Absent: Hutson, Schultz

MOTION CARRIED

- 6. PUBLIC HEARING – SPECIAL USE REQUEST AND PRELIMINARY SITE PLAN REVIEW (File Number SU 391) – Proposed Kroger Retail Fuel Center D-464, Southwest Corner of South Boulevard and Crooks (2105 W. South Boulevard), Section 5, Currently Zoned NN (Neighborhood Node) District (Controlled by Consent Judgment)

PUBLIC HEARING OPENED

No one was present to speak.

PUBLIC HEARING CLOSED

Resolution # PC-2011-08-051

Moved by: Edmunds
 Seconded by: Krent

RESOLVED, The Planning Commission hereby recommends to City Council that Special Use Approval and Preliminary Site Plan Approval for the proposed Kroger Retail Fuel Center, located at the southwest corner of South Boulevard and Crooks Road, Section 5, within the NN (Neighborhood Node) zoning district, controlled by Consent Judgment, be granted, subject to the following:

1. If fire suppression is required, demonstrate that the fire protection devices under the canopy are architecturally screened so that the tanks are not directly visible from the street.
2. Demonstrate compliance with light levels along the South Boulevard and Crooks Road rights-of-way.

Yes: All present (7)
 Absent: Hutson, Schultz

MOTION CARRIED

OTHER BUSINESS

- 7. SPECIAL USE REQUEST AND PRELIMINARY SITE PLAN REVIEW (File Number SU 388 A) – Proposed Adult Foster Care Home, North Side of Square Lake, East of Beach (2420 W. Square Lake), Section 6, Currently Zoned R-1A (One Family Residential) District

A variance request for this item is scheduled at the August 16, 2011 Zoning Board of Appeals.

8. PUBLIC COMMENTS – Items on Current Agenda

There was no one present who wished to speak.

9. PLANNING COMMISSION COMMENTS

There was general Planning Commission discussion.

The Regular Meeting of the Planning Commission adjourned at 8:45 p.m.

Respectfully submitted,

Mark Maxwell, p.c.

Mark Maxwell, Vice Chair

Kathy L. Czarnecki

Kathy L. Czarnecki, Recording Secretary

G:\Planning Commission Minutes\2011 PC Minutes\Final\08-09-11 Regular Meeting_Final.doc

ELECTION COMMISSION MINUTES – Draft**September 1, 2011**

A meeting of the Troy Election Commission was held September 1, 2011, at City Hall, 500 W. Big Beaver Road. Acting City Clerk Bittner called the Meeting to order at 8:15 AM.

ROLL CALL:

PRESENT: David Anderson, Timothy Dewan, M. Aileen Bittner – Acting City Clerk

Minutes: Regular Meeting of June 29, 2011

Resolution #EC-2011-09-010

Moved by Anderson

Seconded by Dewan

RESOLVED, That the Election Commission hereby **APPROVES** the Minutes of June 29, 2011 as presented.

Yes: Anderson, Dewan, Bittner

No: None

MOTION CARRIED

Approval of Consolidation of Precincts

Resolution #EC-2011-09-011

Moved by Dewan

Seconded by Anderson

RESOLVED, That the Election Commission of the City of Troy hereby **AUTHORIZES** that applicable precincts servicing qualified electors in the City of Troy be **CONSOLIDATED** for the November 8, 2011 Election in accordance with MCL 168.659.

Yes: Anderson, Dewan, Bittner

No: None

MOTION CARRIED

Adjournment:

The meeting was adjourned at 8:20 AM.

M. Aileen Bittner
Acting City Clerk

Dear Troy Fire Department,

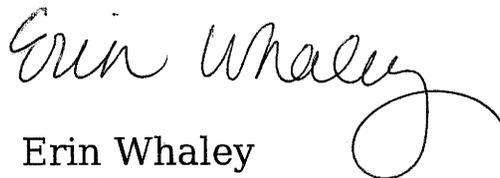
We'd like to express our gratitude for your help in making our Health Fair a tremendous success. We are extremely pleased with the turnout, and want to personally thank you for your participation and support.

We look forward to your involvement in our future events. Thank you again for being there.

Sincerely,



John Siedlik
Marketing Director



Erin Whaley
Marketing Intern

CORPORATE OFFICE

26834 Lawrence
Center Line, MI 48015
(586) 755-2300
888-BINSONS
Fax (586) 755-2322

MICHIGAN LOCATIONS

Center Line – 26834 Lawrence
888-246-7667
Eastpointe – 21571 Kelly Rd.
877-599-4807
Royal Oak – 30475 Woodward
888-419-0440

Southgate – 18800 Eureka Rd.
800-746-3363
Sterling Heights – 43900 Schoenherr
800-794-0115
Troy – 6475 Rochester Rd.
800-589-2300

FLORIDA LOCATIONS

Altamonte Springs
762 E. Altamonte Dr.
866-928-0003
Winter Park Florida
2069 Aloma Ave.
800-990-9557

Chief Gary Mayer
Troy Police Department
500 West Big Beaver Road
Troy, Michigan 48084

Chief Mayer,

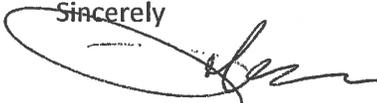
I would like to "Thank You" and the Troy Police Department for the assistance offered to Somerset Collection during the Cody Simpson Concert Event that was held on Sunday August 28, 2011.

Namely, I would like to "Thank" Sergeant Szuminski, Officer Morgan and Officer Bordo. These individuals went above and beyond in offering assistance, which helped out greatly in an event that drew approximately 3500 individuals.

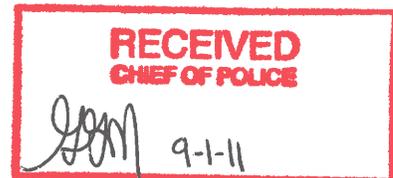
Sergeant Szuminski, Officer Morgan and Officer Bordo are true professionals and positive representatives of the Troy Police Department.

Thanks Again,

Sincerely



John F. Myszak III
Director of Security and Interior Operations
Somerset Collection



Sgt Szuminski, P.O. Morgan, P.O. Bordo
I ALSO THANK YOU FOR ANOTHER
FINE JOB YOU DID FOR TROY PD.
Gary

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

**NOTICE OF HEARING
FOR THE GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-16149-R**

- Consumers Energy Company proposes to reconcile its gas cost recovery costs and revenues for the 12-month period of April 2010 through March 2011, if the Michigan Public Service Commission approves its request.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201, (800) 477-5050 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- The first public hearing in this matter will be held:

DATE/TIME: September 12, 2011, at 9:00 a.m.
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

BEFORE: Administrative Law Judge Mark D. Eyster

LOCATION: Michigan Public Service Commission
6545 Mercantile Way, Suite 7
Lansing, Michigan

The Mercantile Way building sustained flood damage and remains closed until further notice. Please consult the MPSC website at: www.michigan.gov/mpsc for updates on hearing locations.

PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 241-6160 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider the June 30, 2011 application of Consumers Energy Company (Consumers Energy) to reconcile its gas cost recovery (GCR) costs and revenues for the 12-month period April 2010 through March 2011. Consumers Energy has calculated that it has a refund obligation to its customers of approximately \$5.8 million, which is subject to the roll-in treatment described in the Company's tariff, Rule C7.2. The calculated amount reflects an overrecovery for the GCR period of approximately \$4.3 million plus accrued interest of approximately \$1.5 million.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 241-6180 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by September 5, 2011. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy's Legal Department – Regulatory Group, One Energy Plaza, Jackson, Michigan 49201.

Any person wishing to make a statement of position without becoming a party to the case, may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter will become public information: available on the Michigan Public Service Commission's website, and subject to disclosure.

Requests for adjournment must be made pursuant to the Commission's Rules of Practice and Procedure R 460.17315 and R 460.17335. Requests for further information on adjournment should be directed to (517) 241-6060.

A copy of Consumers Energy's request may be reviewed on the Commission's website at: michigan.gov/mpscedockets, and at the office of Consumers Energy Company, One Energy Plaza, Jackson, MI. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 241-6180.

The Utility Consumer Representation Fund has been created for the purpose of aiding in the representation of residential utility customers in 1982 P.A. 304 proceedings. Contact the Chairperson, Utility Consumer Participation Board, Department of Licensing and Regulatory Affairs, P.O. Box 30004, Lansing, Michigan 48909, for more information.

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1982 PA 304, as amended, MCL 460.6h et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and the Commission's Rules of Practice and Procedure, as amended, 1999 AC, R 460.17101 et seq.

[THE MICHIGAN PUBLIC SERVICE COMMISSION MAY GRANT OR DENY CONSUMERS ENERGY'S GAS COST RECOVERY RECONCILIATION AND OTHER PROPOSALS IN WHOLE OR IN PART, AND MAY APPROVE LESSER OR GREATER AMOUNTS THAN THOSE REQUESTED.]

August 17, 2011



CITY COUNCIL AGENDA ITEM

Date: August 30, 2011

To: The Honorable Mayor and City Council Members

From: John Szerlag, City Manager
Aileen Bittner, Acting City Clerk

Subject: Resolution #11097 – Oakland County Board of Commissioners – Support for Amending MCL 168-449(3) to Eliminate the Requirement that Local Clerks Send Corrected Voter Identifications Cards Due to Redistricting Resulting from the Decennial Census

The 2010 Census reported a loss of population for the State of Michigan which triggered a need for redistricting. While the Michigan State Legislature has worked through the redistricting process, the Oakland County Board of Commissioners has decided to support restructuring of some of the local clerks' duties in relation to voting regulations.

MCL 168-449(3) requires local clerks to notify voters of changes in their voter data via a new voter identification card. The amendment that the Oakland County Board of Commissioners supports eliminates this requirement and replaces it with a requirement to simply publish a public notice.

Although, on the face of this amendment, there is a cost savings in printing and mailing, the voter confusion and error may not be worth the minimal money saved. The City Clerk's Office has always held to the practice of mailing corrected voter identification cards whenever any changes to voter data occur. In addition to mailing cards, the City Clerk's Office posts notices of all changes in City Hall, at polling locations on Election Day; and, publishes all changes on the City website, and in the newspaper of record.

The City Clerk's Office will continue to notify voters of any and all changes to voter data with every means available to the City, including mailing corrected voter identification cards. A major function of the City Clerk is to assure that voters have the most up-to-date and accurate information available to them for Election Day, and this function will not be altered.



Bill Bullard Jr.
Oakland County Clerk/Register of Deeds
www.oakgov.com/clerkrod

July 12, 2011

To Whom It May Concern:

Enclosed please find a certified copy of Miscellaneous Resolution #11097 – Board of Commissioners - Support for Amending MCL 168-449(3) to Eliminate the Requirement that Local Clerks Send Corrected Voter Identification Cards Due to Redistricting Resulting From the Decennial Census which was adopted by the Oakland County Board of Commissioners on July 6, 2011.

As the County Clerk/Register, I have been instructed to provide you with a certified copy of this adopted resolution. Please forward Miscellaneous Resolution #11097 to the appropriate person(s). Thank you for your cooperation.

Sincerely,

Bill Bullard Jr.

Bill Bullard Jr.
Clerk/Register of Deeds
County of Oakland

Enclosure (1)

Administrative Offices
1200 N Telegraph, Dept 415
Pontiac MI 48341-0415
(248) 858-0560
clerk@oakgov.com

Elections Division
1200 N Telegraph, Dept 417
Pontiac MI 48341-0417
(248) 858-0564
elections@oakgov.com

Legal & Vital Records
1200 N Telegraph, Dept 413
Pontiac MI 48341-0413
(248) 858-0581
clerklegal@oakgov.com

Register of Deeds Office
1200 N Telegraph, Dept 480
Pontiac MI 48341-0480
(248) 858-0605
deeds@oakgov.com

REPORT (MISC. #11097)

July 6, 2011

BY: GENERAL GOVERNMENT COMMITTEE – Christine Long, Chairperson

RE: **MR #11097 – BOARD OF COMMISSIONERS – SUPPORT FOR AMENDING MCL 168-449(3) TO ELIMINATE THE REQUIREMENT THAT LOCAL CLERKS SEND CORRECTED VOTER IDENTIFICATION CARDS DUE TO REDISTRICTING RESULTING FROM THE DECENNIAL CENSUS**

2

To the Oakland County Board of Commissioners
Chairperson, Ladies and Gentlemen:

The General Government Committee, having considered the above titled resolution on June 27, 2011 hereby recommends that the resolution be amended as follows.

1. Amend the last WHEREAS:

WHEREAS clerks ~~should be allowed~~ **shall be required** to publish a public notice ~~in a newspaper or within a community newsletter or on their municipal website identifying new districts and offer new cards upon request by the voter.~~

2. Amend the first BE IT FURTHER RESOLVED:

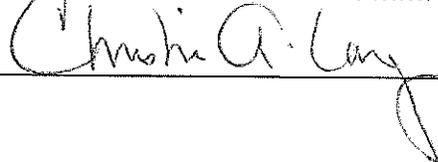
BE IT FURTHER RESOLVED that the Oakland County Board of Commissioners recommends that clerks ~~may~~ **shall** publish a public notice of district changes ~~in a newspaper of general circulation.~~

3. Amend the last BE IT FURTHER RESOLVED:

BE IT FURTHER RESOLVED that the County Clerk send a copy of this resolution to the Governor, Secretary of State, and Oakland County State Senators and Representatives, **the Oakland County Board of Commissioners' lobbyists and the Michigan Association of Counties.**

Chairperson, on behalf of the General Government Committee, I recommend acceptance of the foregoing report.

GENERAL GOVERNMENT COMMITTEE



GENERAL GOVERNMENT

Motion carried on a roll call vote with Gershenson and Nash voting no and Quarles absent.

MISCELLANEOUS RESOLUTION #11097

BY: Commissioner Jeff Matis, District #12

IN RE: BOARD OF COMMISSIONERS - SUPPORT FOR AMENDING MCL 168.499(3) TO
ELIMINATE THE REQUIREMENT THAT LOCAL CLERKS SEND CORRECTED VOTER
IDENTIFICATION CARDS DUE TO REDISTRICTING RESULTING FROM THE DECENNIAL
CENSUS

TO THE OAKLAND COUNTY BOARD OF COMMISSIONERS

Chairperson, Ladies and Gentlemen:

WHEREAS Michigan Election Law, MCL 168.499(3), requires that local clerks send a corrected voter identification card to a voter affected by a change in United States Representative, State Senatorial, State Representative, or County Commission District, and

WHEREAS this section further states that the card shall be sent by First Class Mail, and

WHEREAS Michigan municipalities have been advised that the 2010 census shows a reduction in population which will result in the loss of one Congressional seat, and

WHEREAS the state legislature will begin the process of redistricting the entire State of Michigan, and

WHEREAS the redistricting will potentially affect most, if not all, jurisdictions in the State, thereby requiring clerks to send new voter identification cards to all registered voters, and

WHEREAS Michigan's voting age population as of the 2000 census was over 7 million people, with over 1 million voters registered in Oakland County, and

WHEREAS the cost of sending these corrected cards could cost several million dollars state-wide, and

WHEREAS municipalities must budget and provide funding for this mailing adding to the fiscal difficulties communities are facing during a challenging economic time, and

WHEREAS decades ago the voter identification card was one of a few means by which a voter was notified of this information, and

WHEREAS with the widespread use of the internet and the availability of government websites the voter identification card has become less useful for this purpose, and

WHEREAS a voter is not required to use the voter identification card to exercise their right to vote, and

WHEREAS clerks should be allowed to publish a public notice in a newspaper or within a community newsletter or on their municipal website identifying new districts and offer new cards upon request by the voter, and

NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners requests the Michigan State Legislature to consider

amending MCL 168.499(3) to eliminate the requirement that clerks send corrected voter identification cards due to redistricting of United States Representative, State Senatorial, State Representative, or County Commission districts.

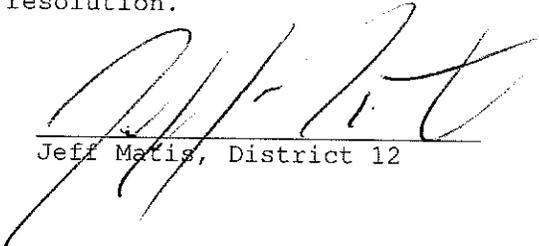
BE IT FURTHER RESOLVED that the Oakland County Board of Commissioners recommends that clerks may publish a public notice of district changes in a newspaper of general circulation.

BE IT FURTHER RESOLVED that the Oakland County Board of Commissioners recommends that clerks may provide notice of district changes by community newsletter or their municipal website.

BE IT FURTHER RESOLVED that the Oakland County Board of Commissioners recommends that clerks be required to send a corrected voter identification card upon request.

BE IT FURTHER RESOLVED that the County Clerk send a copy of this resolution to the Governor, Secretary of State, and Oakland County State Senators and Representatives.

Chairperson, I move the foregoing resolution.



Jeff Matis, District 12

Shooley Tovee

Commissioner
District # 6

Michael J. Vogel

Commissioner
District # 3

William J. ...

Commissioner
District # 14

Shelley ...

Commissioner
District # 5

Commissioner
District #

Resolution #11097

May 4, 2011

The Chairperson referred the resolution to the General Government Committee. There were no objections.

Resolution #11097

July 6, 2011

Moved by Long supported by Woodward the resolution be adopted.

Moved by Long supported by Woodward the General Government Committee Report be accepted.

A sufficient majority having voted in favor, the report was accepted.

Moved by Long supported by Woodward the resolution be amended to coincide with the recommendation in the General Government Committee Report.

A sufficient majority having voted in favor, the amendment carried.

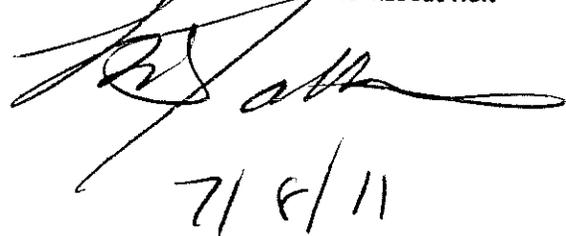
Vote on resolution, as amended:

AYES: Gosselin, Hatchett, Hoffman, Jackson, Long, Matis, McGillivray, Middleton, Nuccio, Potts, Quarles, Scott, Taub, Weipert, Woodward, Zack, Bosnic, Covey, Crawford, Dwyer, Gingell. (21)

NAYS: Greimel, Nash, Gershenson. (3)

A sufficient majority having voted in favor, the resolution, as amended, was adopted.

I HEREBY APPROVE THE FOREGOING RESOLUTION



STATE OF MICHIGAN)
COUNTY OF OAKLAND)

I, Bill Bullard Jr., Clerk of the County of Oakland, do hereby certify that the foregoing resolution is a true and accurate copy of a resolution adopted by the Oakland County Board of Commissioners on July 6, 2011, with the original record thereof now remaining in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the County of Oakland at Pontiac, Michigan this 6th day of July, 2011.

Bill Bullard Jr.

Bill Bullard Jr., Oakland County



CITY COUNCIL AGENDA ITEM

September 9, 2011

TO: The Honorable Mayor and City Council Members
FROM: John Szerlag, City Manager
SUBJECT: Study Session

The City Manager will distribute study session materials on Monday, September 12, 2011.