



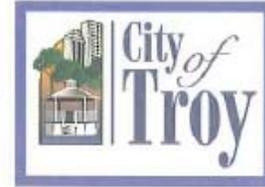
TROY CITY COUNCIL

REGULAR MEETING AGENDA

APRIL 2, 2012
CONVENING AT 7:30 P.M.

Submitted By
The City Manager

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



TO: The Honorable Mayor and City Council
Troy, Michigan

FROM: John Szerlag, City Manager

SUBJECT: Background Information and Reports

Ladies and Gentlemen:

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

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

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John Szerlag". The signature is written in a cursive, flowing style.

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

April 2, 2012 – 7:30 PM
Council Chambers
City Hall - 500 West Big Beaver
Troy, Michigan 48084
(248) 524-3317

INVOCATION: Father Stratton Dorozenski – St. Nicholas Greek Orthodox Church 1

PLEDGE OF ALLEGIANCE: 1

A. CALL TO ORDER: 1

B. ROLL CALL: 1

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS: 1

C-1 State Representative Marty Knollenberg – Legislative Update 1

C-2 Michigan Recreation and Park Association Community Service Award Presented to Friends of Troy Seniors 1

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INVOCATION: Father Stratton Dorozenski – St. Nicholas Greek Orthodox Church

PLEDGE OF ALLEGIANCE:

A. CALL TO ORDER:

B. ROLL CALL:

- a) Mayor Janice Daniels
Jim Campbell
Wade Fleming
Dave Henderson
Maureen McGinnis
Dane Slater
Doug Tietz

- b) Excuse Absent Council Members:

Suggested Resolution

Resolution #2012-04-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of _____ at the Regular City Council Meeting of April 2, 2012, due to _____.

Yes:

No:

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 State Representative Marty Knollenberg – Legislative Update

C-2 Michigan Recreation and Park Association Community Service Award Presented to Friends of Troy Seniors

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 17 – Members of the Public and Visitors:**

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

- Petitioners shall be given a fifteen (15) minute presentation time that may be extended with the majority consent of City Council.
- Any member of the public, not a petitioner of an item, shall be allowed to speak for up to 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 (5) 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.
- Agenda items that are related to topics where there is significant public input anticipated should initiate the scheduling of a Special meeting for that specific purpose.

The following has been approved by Troy City Council as a statement of the rules of decorum for City Council meetings. The Mayor will also provide a verbal notification of these rules prior to Public Comment:

The audience should be aware that all comments are to be directed to the Council rather than to City Administration or the audience. Also, there is a timer on the City Council table in front of the Mayor that turns yellow when there is one minute of speaker time remaining, and turns red when the speaker's time is up.

In order to make the meeting more orderly and out of respect, please do not clap during the meeting, and please do not use expletives or make derogatory or disparaging comments about any one person or group. If you do so, then there may be immediate consequences, including having the microphone turned off, being asked to leave the meeting, and/or the deletion of speaker comments for any re-broadcast of the meeting. Speakers should also be careful to avoid saying anything that would subject them to civil liability, such as slander and defamation.

Please avoid these consequences and voluntarily assist us in maintaining the decorum befitting this great City.

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

H-1 No Postponed Items

I. REGULAR BUSINESS:

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

a) Mayoral Appointments – None

b) City Council Appointments - None

I-2 Board and Committee Nominations: a) Mayoral Nominations – Brownfield Redevelopment Authority; Civil Service Commission (Act 78); Economic Development Corporation; b) City Council Nominations – Charter Revision Committee; Employee Retirement System Board of Trustees/Retiree Health Care Benefits Plan & Trust; Personnel Board; Zoning Board of Appeals

a) Mayoral Nominations

Suggested Resolution

Resolution #2012-04-

Moved by

Seconded by

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

Brownfield Redevelopment Authority

Appointed by Mayor

7 Regular Members

3 Year Term

Current Members:

Last Name	First Name	Appointment Expire	Notes 1
Cotsonika	Arthur Nicholas	4/30/2012	
Daloo	Ramzi	4/30/2014	
Kneale	A. Allen	4/30/2013	ZBA exp. 04/30/2014
Swartz	Robert	4/30/2014	
Vacancy		4/30/2014	Jim Campbell's Term
Vassallo	Joseph	4/30/2012	
Wilberding	Bruce	4/30/2013	Requests Reappointment

Nominations to the Brownfield Redevelopment Authority:

Term Expires: 04/30/2015

Term currently held by: Arthur Nicholas Cotsonika

Term Expires: 04/30/2015

Term currently held by: Joseph Vassallo

Term Expires: 04/30/2014Term currently held by: Vacant due to Jim Campbell
resignation.**Interested Applicants:**

Last Name	First Name	App Resume Expire	Notes 1
Dziurman	Theodore	3/8/2014	

Civil Service Commission (Act 78)

Appointed by Mayor

3 Regular Members:

1-Council; 1-Police/Fire Rep.; 1-Civil Service

6 Year Term

Current Members:

Last Name	First Name	Appointment Expire	Notes 1	Notes 2
Cannon	David	4/30/2012	Council Appointment	Requests Reappointment
McGinnis	Donald	4/30/2016	Endorsed by all Police/Fire Unions	
Steele	John	4/30/2014	Civil Service Appointment	Replaced Andrew Percy (Deceased) partial term

Nominations to the Civil Service Commission (Act 78):**Term Expires: 04/30/2018**

(Council Appointed)

Term currently held by: David C. Cannon

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Leitman	Matthew	9/1/2013	

Economic Development Corporation

Appointed by Mayor

9 Regular Members

6 Year Term

Current Members:

Last Name	First Name	Appointment Expire	Notes 2
Bluhm	Kenneth	4/30/2012	NO Reappointment

Edmunds	Donald	4/30/2014	Planning Comm exp 12/31/2013
Hoef	Paul	4/30/2015	
Knight	Barbara	4/30/2015	
Licari	L. Nino	4/30/2015	
Miller	Mark	4/30/2017	
Parker	Michael	4/30/2013	
Salgat	Charles	4/30/2016	
Sharp	John	4/30/2015	

Nominations to the Economic Development Corporation:

Term Expires: 04/30/2018

Term currently held by: Kenneth Bluhm

Interested Applicants:

Last Name	First Name	App Resume Expire	
Bloomingdale	Bruce	1/20/2014	
Kornacki	Rosemary	11/15/2013	
Swartz	Robert	7/25/2013	Brownfield Redev. Auth. exp 4/30/2014
Vassallo	Joseph	12/6/2013	Brownfield Redev. Auth. exp 4/30/2012
Zikakis	Janice	11/11/2013	P&R Board exp 9/30/2014

Yes:

No:

b) City Council Nominations

Suggested Resolution

Resolution #2012-04-

Moved by

Seconded by

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

Charter Revision Committee

Appointed by Council

7 Regular Members

3 Year Term

Current Members:

Last Name	First Name	Appointment Expire	Notes 1
Berk	Robert	4/30/2013	
Bernardi	MaryAnn	4/30/2012	
Bliss	Daniel	4/30/2012	
Kanoza	Shirley	4/30/2013	
Solomon	Mark	4/30/2014	
Weisgerber	William	4/30/2012	
Wilsher	Cynthia	4/30/2014	

Nominations to the Charter Revision Committee:**Term Expires: 04/30/2015**

Term currently held by: MaryAnn Bernardi

Term Expires: 04/30/2015

Term currently held by: Daniel H. Bliss

Term Expires: 04/30/2015

Term currently held by: William Weisgerber

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 2
Courtney	Kenneth	3/22/2012	ZBA Term expires 04/30/2013
Eisenbacher	David	11/14/2013	
Howrylak	Frank	2/1/2014	
Mallin	Aaron	10/10/2013	
Toth	Steve	10/3/2013	Animal Control Appeal Bd. exp 9/30/2014
Waters	Gretchen	10/3/2013	

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

Appointed by Council

5 Employee Members and 2 Ordinance Members

3 Year Term

Current Members:

Last Name	First Name	Appointment Expire	Notes 1
Calice	Mark	12/31/2012	Council Appointed Citizen

Fleming	Wade	4/15/2012	City Council Representative
Gordon II	Thomas	12/31/2013	DB-Employee Rep. - Elected
Irelan	Monica		Chapter 10
Need	William	12/31/2013	Council Appointed Ex-Officio DB Retiree Rep.
Pallotta	Steven	12/31/2014	DC Employee Rep. - Elected
Stansbury	Milt	12/31/2012	DB Employee elected
Szerlag	John		Chapter 10

Nominations:**Term Expires: 04/15/2015**

Term currently held by: Wade Fleming

Personnel Board

Appointed by Council
 5 Regular Members
 3 Year Term

Current Members:

Last Name	First Name	Appointment Expire	Notes 3
Baughman	Deborah	4/30/2014	Requests Reappointment
Comiskey	Ann	4/30/2014	
Huber	Laurie	4/30/2012	NO Reappointment
Nelson Jr.	Albert Taylor	4/30/2012	
Witt	Francis Jack	4/30/2012	

Nominations:**Term Expires: 04/30/2015**

Term currently held by: Laurie G. Huber

Term Expires: 04/30/2015

Term currently held by: Albert Taylor Nelson Jr.

Term Expires: 04/30/2015

Term currently held by: Francis Jack Witt

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 2
Doyle	Hugh Stephen	2/8/2014	
Gauri	Kul	11/22/2013	

Knight	P. Terry	1/4/2014	
Zikakis	Janice	11/11/2013	P&R Board exp 9/30/2014

Zoning Board of Appeals

Appointed by Council
7 Regular Members
3 Year Term

Current Members:

Last Name	First Name	Appointment Expire	Notes 2
Bartnik	Michael	4/30/2012	Requests Reappointment
Bloomingtondale	Bruce	1/31/2015	Alternate
Clark	Glenn	4/30/2012	Requests Reappointment
Courtney	Kenneth	4/30/2013	
Fisher	William	4/30/2013	
Kaltsounis	Orestis Rusty	1/31/2015	Alternate; P&R Bd. expires 09/30/2012
Kneale	A. Allen	4/30/2014	Brownfield Redev. Auth exp 04/30/2013
Lambert	Dave	4/30/2014	

Nominations:

Term Expires: 04/30/2015

Term currently held by: Michael W. Bartnik

Term Expires: 04/30/2015

Term currently held by: Glenn Clark

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 2
Eisenbacher	David	11/14/2013	
Kempen	Edward	2/1/2014	
Krent	Thomas	2/23/2013	Planning Commission exp. 12/31/2013
Ragan	John	1/26/2014	

Yes:

No:

I-3 Request for Closed Session

Suggested Resolution

Resolution #2012-04-

Moved by

Seconded by

BE IT RESOLVED, That Troy City Council **SHALL MEET** in Closed Session, as permitted by MCL15.268 (e) Pending Litigation – *Robert and Michelle Riddle v City of Troy*.

Yes:

No:

I-4 Approval of Cost Participation Agreement for the Resurfacing of Livernois Road, from Big Beaver to Wattles – Project No. 12.103.6

Suggested Resolution

Resolution #2012-04-

Moved by

Seconded by

RESOLVED, That the Cost Participation Agreement between the City of Troy and the Board of Road Commissioners for Oakland County for the resurfacing of Livernois Road, from Big Beaver to Wattles is hereby **APPROVED** at an estimated cost to the City of Troy of \$106,000 with the actual local match to be determined upon completion of State financial audits, and the Mayor and City Clerk are **AUTHORIZED TO EXECUTE** the agreement, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:

No:

I-5 Approval of Amendment to the 2009 Intergovernmental Agreement Between and Among Participants in the 2009 Federal Bureau of Justice Assistance – Edward Byrne Justice Assistance Grant Program

Suggested Resolution

Resolution #2012-04-

Moved by

Seconded by

WHEREAS, Troy City Council approved a resolution on May 11, 2009, to allow the City of Troy to enter into an Interlocal Agreement with Oakland County to participate in the 2009 Federal Bureau of Justice Assistance - Edward Byrne Justice Assistance Grant Program (hereinafter "JAG Program"), as part of the Federal 2009 Recovery Act; and

WHEREAS, Oakland County was designated as the fiscal agent for this pass through JAG Program and was required to submit a joint application on behalf of 20 communities, including the City of Troy and the City of Pontiac; and

WHEREAS, In 2011 Oakland County entered into an agreement with the City of Pontiac to provide complete law enforcement services to the City of Pontiac and to administer the JAG Program funding on behalf of the City of Pontiac. As a result, it is necessary to transfer ownership of several items purchased by the City of Pontiac with JAG Program funding to Oakland County by amending the 2009 JAG Program Interlocal Agreement.

NOW THEREFORE, BE IT RESOLVED, That Troy City Council **APPROVES** the Amendment to the 2009 JAG Program Interlocal Agreement, and

BE IT FURTHER RESOLVED, That the Mayor and City Clerk are **AUTHORIZED** to sign the Amendment to the 2009 JAG Program Interlocal Agreement on behalf of the City of Troy and that a copy of the Amendment to the 2009 JAG Program Agreement be **ATTACHED** to the Minutes of this meeting.

Yes:

No:

I-6 General Obligation – Limited Tax Refunding Bonds

Suggested Resolution

Resolution #2012-04-

Moved by

Seconded by

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$11,500,000 GOLF COURSE REFUNDING BONDS (LIMITED TAX GENERAL OBLIGATION), SERIES 2012

WHEREAS, Pursuant to the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended (“Act 31”), the Municipal Building Authority of Troy (the “Authority”) issued its Golf Course Bonds, Series 2002 dated as of July 1, 2002, in the principal amount of \$12,000,000 (the “Prior Bonds”). The Prior Bonds were issued pursuant to a Full Faith and Credit General Obligation Contract of Lease dated as of August 6, 2001 (the “Contract of Lease”), between the Authority and the City of Troy (the “City”) to defray part of the cost of acquiring, constructing and equipping a municipal golf course; and

WHEREAS, The Prior Bonds remain outstanding in various principal amounts, and the City has been advised that its contractual obligations under the Contract of Lease could be refunded, in whole or in part, to pay and redeem certain of the Prior Bonds and thereby secure savings for the City and benefit the taxpayers of the City; and

WHEREAS, Part VI of Act No. 34, Public Acts of Michigan, 2001, as amended (“Act 34”), authorizes the issuance of refunding bonds for the purpose of refunding all or part of the City’s outstanding securities, including the Contract of Lease; and

WHEREAS, The City has received a proposal from Fifth Third Securities, Inc. (the “Underwriter”) to refund all or part of the City’s obligations under the Contract of Lease; and

WHEREAS, The City Manager has recommended that this resolution be adopted in order to effect the refunding of all or part of the City’s obligations under the Contract of Lease and this Council has determined that it is in the best interest of the City to secure savings for the City through the issuance of such refunding bonds.

NOW, THEREFORE, BE IT RESOLVED, That:

1. AUTHORIZATION OF BONDS – PURPOSE. Bonds of the City aggregating the principal sum of not to exceed Eleven Million Five Hundred Thousand Dollars (\$11,500,000) (the “Refunding Bonds”) shall be issued and sold pursuant to the provisions of Act 34, and other applicable statutory provisions, for the purpose of refunding all or part of the City’s obligations under the Contract of Lease to enable the Authority to redeem all or part of the Prior Bonds. The City Manager shall determine which of the City’s obligations under the Contract of Lease shall be refunded and the principal amount of the Refunding Bonds at the time of sale.
2. BOND DETAILS. The Refunding Bonds shall be designated “Golf Course Refunding Bonds (Limited Tax General Obligation), Series 2012”; shall be dated as of the date approved by the City Manager at the time of sale of the Refunding Bonds; shall be numbered from 1 upwards; shall be fully registered; shall be in the denomination of \$5,000 each or any integral multiple thereof not exceeding the aggregate principal amount for each maturity at the option of the purchaser thereof; shall bear interest at a rate or rates not exceeding 6.00% per annum as shall be determined by the City Manager upon the sale thereof; shall be payable on such dates as shall be determined by the City Manager at the time of sale; and shall be serial bonds and/or term bonds and

mature on such dates and in such years as shall be determined by the City Manager at the time of sale.

3. PAYMENT OF PRINCIPAL AND INTEREST. The principal of and interest on the Refunding Bonds shall be payable in lawful money of the United States. Principal shall be payable upon presentation and surrender of the Refunding Bonds to the bond registrar and paying agent as they severally mature. Interest shall be paid to the registered owner of each Refunding Bond as shown on the registration books at the close of business on the fifteenth day of the calendar month preceding the month in which the interest payment is due. Interest shall be paid when due by check or draft drawn upon and mailed by the bond registrar and paying agent to the registered owner at the registered address.
4. PRIOR REDEMPTION. The Refunding Bonds shall be subject to mandatory and/or optional redemption prior to maturity if so determined by the City Manager at the time of sale and if so determined, upon such terms and conditions as shall be approved by the City Manager.
5. BOOK-ENTRY SYSTEM. Initially, one fully-registered Refunding Bond for each maturity, in the aggregate amount of such maturity, shall be issued in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”) for the benefit of other parties (the “Participants”) in the book-entry-only transfer system of DTC. In the event the City determines that it is in the best interest of the City not to continue the book-entry system of transfer or that the interests of the holders of the Refunding Bonds might be adversely affected if the book-entry system of transfer is continued, the City may notify DTC and the bond registrar and paying agent, whereupon DTC will notify the Participants of the availability through DTC of Refunding Bond certificates. In such event, the bond registrar and paying agent shall deliver, transfer and exchange Refunding Bond certificates as requested by DTC and any Participant or “beneficial owner” in appropriate amounts in accordance with this resolution. DTC may determine to discontinue providing its services with respect to the Refunding Bonds at any time by giving notice to the City and the bond registrar and paying agent and discharging its responsibilities with respect thereto under applicable law or the City may determine that

DTC is incapable of discharging its duties and may so advise DTC. In either such event, the City shall use reasonable efforts to locate another securities depository. Under such circumstances (if there is no successor securities depository), the City and the bond registrar and paying agent shall be obligated to deliver Refunding Bond certificates in accordance with the procedures established by this resolution. In the event Refunding Bond certificates are issued, the provisions of this resolution shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of and interest on such certificates. Whenever DTC requests the City and the bond registrar and paying agent to do so, the City and the bond registrar and paying agent shall cooperate with DTC in taking appropriate action after reasonable notice to make available one or more separate certificates evidencing the Refunding Bonds to any Participant having Refunding Bonds credited to its DTC account or to arrange for another securities depository to maintain custody of certificates evidencing the Refunding Bonds.

Notwithstanding any other provision of this resolution to the contrary, so long as any Refunding Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, interest on and redemption premium, if any, on such Refunding Bonds and all notices with respect to the Refunding Bonds shall be made and given, respectively, to DTC. The City Manager is authorized to sign the Blanket Issuer Letter of Representations on behalf of the City in such form as such official signing the Blanket Issuer Letter of Representations deems necessary or appropriate in order to accomplish the issuance of the Refunding Bonds in accordance with law and this resolution.

6. BOND REGISTRAR AND PAYING AGENT. The City Manager shall designate, and may enter into an agreement with, a bond registrar and paying agent for the Refunding Bonds which shall be a bank or trust company located in the State of Michigan that is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The City Manager from time to time as required may designate a similarly qualified successor bond registrar and paying agent.

7. EXECUTION, AUTHENTICATION AND DELIVERY OF BONDS. The Refunding Bonds shall be executed in the name of the City by the manual or facsimile signatures of the Mayor and the City Clerk and authenticated by the manual signature of an authorized representative of the bond registrar and paying agent, and the seal of the City (or a facsimile thereof) shall be impressed or imprinted on the Refunding Bonds. After the Refunding Bonds have been executed and authenticated for delivery to the original purchaser thereof, they shall be delivered by the City Treasurer or the City Manager to the purchaser of the Refunding Bonds upon receipt of the purchase price. Additional Refunding Bonds bearing the manual or facsimile signatures of the Mayor and the City Clerk may be delivered to the bond registrar and paying agent for authentication and delivery in connection with the exchange or transfer of the Refunding Bonds. The bond registrar and paying agent shall indicate on each Refunding Bond the date of its authentication.

8. EXCHANGE AND TRANSFER OF BONDS. Any Refunding Bond, upon surrender thereof to the bond registrar and paying agent with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney, at the option of the registered owner thereof, may be exchanged for Refunding Bonds of any other authorized denominations of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Refunding Bond.

Each Refunding Bond shall be transferable only upon the books of the City, which shall be kept for that purpose by the bond registrar and paying agent, upon surrender of such Refunding Bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney.

Upon the exchange or transfer of any Refunding Bond, the bond registrar and paying agent on behalf of the City shall cancel the surrendered Refunding Bond and shall authenticate and deliver to the transferee a new Refunding Bond or Bonds of any authorized denomination of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Refunding Bond. If, at the time the bond registrar and paying agent authenticates and delivers a new Refunding Bond pursuant to this Section, payment of interest on the Refunding Bonds is in default, the

bond registrar and paying agent shall endorse upon the new Refunding Bond the following: "Payment of interest on this bond is in default. The last date to which interest has been paid is _____, ____."

The City and the bond registrar and paying agent may deem and treat the person in whose name any Refunding Bond shall be registered upon the books of the City as the absolute owner of such Refunding Bond, whether such Refunding Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Refunding Bond and for all other purposes, and all payments made to any such registered owner, or upon his order, in accordance with the provisions of Section 3 of this resolution shall be valid and effectual to satisfy and discharge the liability upon such Refunding Bond to the extent of the sum or sums so paid, and neither the City nor the bond registrar and paying agent shall be affected by any notice to the contrary. The City agrees to indemnify and save the bond registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating such registered owner. For every exchange or transfer of Refunding Bonds, the City or the bond registrar and paying agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

The bond registrar and paying agent shall not be required to transfer or exchange Refunding Bonds or portions of Refunding Bonds that have been selected for redemption.

9. FORM OF BONDS. The Refunding Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF OAKLAND

CITY OF TROY
GOLF COURSE REFUNDING BOND
(LIMITED TAX GENERAL OBLIGATION), SERIES 2012

INTEREST RATE MATURITY DATE DATE OF ORIGINAL ISSUE CUSIP

Registered Owner:

Principal Amount:

The City of Troy, County of Oakland, State of Michigan (the "City"), acknowledges itself indebted to, and for value received hereby promises to pay to, the Registered Owner identified above, or registered assigns, the Principal Amount set forth above on the Maturity Date specified above, unless redeemed prior thereto as hereinafter provided, upon presentation and surrender of this bond at the corporate trust office of _____, the bond registrar and paying agent, located in _____, Michigan, or at such successor bond registrar and paying agent as may be designated pursuant to the Resolution (as hereinafter defined), and to pay to the Registered Owner, as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which an interest payment is due, by check or draft drawn upon and mailed by the bond registrar and paying agent by first class mail postage prepaid to the Registered Owner at the registered address, interest on such Principal Amount from the Date of Original Issue set forth above, or such later date through which interest has been paid, until the City's obligation with respect to the payment of such Principal Amount is discharged, at the rate per annum specified above. Interest is payable on the first days of _____ and _____ in each year, commencing on _____, 201_. Principal and interest are payable in lawful money of the United States of America.

This bond is one of a series of bonds aggregating the principal sum of _____ Dollars (\$_____) issued by the City under and pursuant to and in full conformity with the Constitution and Statutes of Michigan (especially Act No. 34, Public Acts of 2001, as amended) and a resolution adopted by the City Council of the City on _____, 2012 (the "Resolution"), for the purpose of refunding certain of the City's obligations under a Full Faith and Credit General Obligation Contract of Lease dated as of August 6, 2001, between the Municipal Building Authority of Troy (the "Authority") and the City (the "Contract of Lease") to enable the Authority to pay and redeem the Authority's Golf

Course Bonds, Series 2002, dated as of July 1, 2002, maturing in the years 20__ through 20__. The full faith and credit of the City have been pledged for the prompt payment of the principal of and interest on this bond. Taxes imposed by the City are subject to constitutional, statutory and charter tax limitations.

This bond is transferable, as provided in the Resolution, only upon the books of the City kept for that purpose by the bond registrar and paying agent, upon the surrender of this bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the exchange or transfer of this bond a new bond or bonds of any authorized denomination, in the same aggregate principal amount and of the same interest rate and maturity, shall be authenticated and delivered to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges, if any, therein provided. Bonds so authenticated and delivered shall be in the denomination of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

The bond registrar and paying agent shall not be required to transfer or exchange bonds or portions of bonds that have been selected for redemption.

MANDATORY PRIOR REDEMPTION

Bonds maturing in the year ____ are subject to mandatory prior redemption at par and accrued interest as follows:

<u>Redemption Date</u>	<u>Principal Amount of Bonds to be Redeemed</u>
------------------------	---

Bonds or portions of bonds to be redeemed by mandatory redemption shall be selected by lot.

(REPEAT IF MORE THAN ONE TERM BOND)

OPTIONAL PRIOR REDEMPTION

Bonds maturing prior to _____, _____, are not subject to redemption prior to maturity. Bonds maturing on and after _____, _____, are subject to redemption prior to

maturity at the option of the City, in such order as shall be determined by the City, on any one or more interest payment dates on and after _____, _____. Bonds of a denomination greater than \$5,000 may be partially redeemed in the amount of \$5,000 or any integral multiple thereof. If less than all of the bonds maturing in any year are to be redeemed, the bonds or portions of bonds to be redeemed shall be selected by lot. The redemption price shall be the par value of the bond or portion of the bond called to be redeemed plus interest to the date fixed for redemption and a premium as follows:

% of the par value if called for redemption on or after _____, _____, but prior to _____, _____;

% of the par value if called for redemption on or after _____, _____, but prior to _____, _____;

% of the par value if called for redemption on or after _____, _____, but prior to _____, _____.

Not less than thirty but not more than sixty days' notice of redemption shall be given to the Registered Owner of bonds called to be redeemed by mail to each Registered Owner at the registered address. Bonds or portions of bonds called for redemption shall not bear interest on and after the date fixed for redemption, provided funds are on hand with the bond registrar and paying agent to redeem the same.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the bonds of this series, existed, have happened and have been performed in due time, form and manner as required by law, and that the total indebtedness of the City, including the series of bonds of which this bond is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Troy, State of Michigan, by its City Council, has caused this bond to be executed in its name by the manual or facsimile signatures of the Mayor and the City Clerk and its corporate seal (or a facsimile thereof) to be impressed or imprinted thereon. This bond shall not be valid unless the Certificate of Authentication has been manually executed by an authorized representative of the bond registrar and paying agent.

CITY OF TROY

(SEAL)

By: _____
City Clerk

By: _____
Mayor

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within mentioned Resolution.

Bond Registrar and Paying Agent

By: _____
Authorized Representative

AUTHENTICATION DATE:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

(please print or type name, address and taxpayer identification number of transferee) the within bond and all rights thereunder and hereby irrevocably constitutes and appoints

attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

10. SECURITY. The full faith and credit of the City are hereby pledged to the payment of the principal of and interest on the Refunding Bonds. There shall be levied upon all taxable property in the City upon the tax roll for each year while any of the Refunding Bonds shall be outstanding an amount such that the estimated collections therefrom will be sufficient to pay promptly at maturity the principal and interest maturing on the Refunding Bonds prior to the time of the following year's tax collections. Taxes required to be levied to pay principal of and interest on the Refunding Bonds shall be subject to constitutional, statutory and charter tax limitations. If at the time of making any annual tax levy there shall be funds on hand earmarked and set aside for the payment of the principal of and interest on the Refunding Bonds becoming due prior to the next tax collection period, then such annual levy may be reduced by such amount.

11. DEFEASANCE. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay, at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the Refunding Bonds, shall have been deposited in trust, this resolution shall be defeased and the owners of the Refunding Bonds shall have no further rights under this resolution except to receive payment of the principal of, premium, if any, and interest on the Refunding Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Refunding Bonds as provided herein.

12. PRINCIPAL AND INTEREST FUND. There is hereby established for the Refunding Bonds a Principal and Interest Fund that shall be either a separate fund or part of a common fund as permitted by law. From the proceeds of the sale of the Refunding Bonds, there shall be set aside in the Principal and Interest Fund any accrued interest received from the purchaser at the time of delivery of the same. The proceeds of the taxes (both current and delinquent) and other available moneys of the City, if any, to be used to pay the payment of the principal of and interest on the Refunding Bonds shall be

deposited as collected in the Principal and Interest Fund and so long as the principal or interest on the Refunding Bonds remain unpaid, no moneys shall be withdrawn from such fund except to pay such principal and interest or to pay from any investment earnings on such fund the fees and expenses of the bond registrar and paying agent.

13. PAYMENT OF COSTS OF ISSUANCE -- ESCROW FUND. The remainder of the proceeds of the Refunding Bonds shall be used, together with available moneys of the City, if any, to pay the costs of issuance of the Refunding Bonds and to refund the City's obligations under the Contract of Lease to enable the City and the Authority to pay and redeem the Prior Bonds maturing in the years as determined by order of the City Manager. After the costs of issuance have been paid or provided for the remaining proceeds and City moneys, if any, shall be used to establish an escrow fund (the "Escrow Fund") consisting of cash and investments in direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America or other obligations the principal of and interest on which are fully secured by the foregoing and used to pay the principal of, interest on and redemption premiums, if any, on the Prior Bonds. The Escrow Fund shall be held by an escrow agent (the "Escrow Agent") pursuant to an Escrow Agreement (the "Escrow Agreement"), which irrevocably shall direct the Escrow Agent to take all necessary steps to pay the principal of and interest on the Prior Bonds being refunded when due and to call such Prior Bonds for redemption at such time as shall be determined in the Escrow Agreement. The City Manager is authorized to select the Escrow Agent and enter into the Escrow Agreement on behalf of the City. The amounts held in the Escrow Fund shall be such that the cash and the investments and the income received on the investments will be sufficient without reinvestment to pay the principal of, interest on and redemption premiums, if any, on the Prior Bonds when due at maturity or call for redemption as required by the Escrow Agreement.

14. APPROVAL OF DEPARTMENT OF TREASURY. The issuance and sale of the Refunding Bonds shall be subject to permission being granted therefor by the Department of Treasury of the State of Michigan as provided in Act 34. If necessary, the City Manager is authorized to file an application with the Department of Treasury for approval of the Refunding Bonds.

15. SALE, ISSUANCE, DELIVERY, TRANSFER AND EXCHANGE OF BONDS. The Refunding Bonds shall be sold pursuant to a negotiated sale as hereinafter provided, and it is hereby determined that such negotiated sale is in the best interests of the City and is calculated to provide the maximum flexibility in pricing the Refunding Bonds and to result in the lowest interest cost to the City. The City Manager is authorized to enter into a Bond Purchase Agreement with the Underwriter, which Bond Purchase Agreement shall set forth the City's obligations under the Contract of Lease to be refunded, the Prior Bonds to be refunded (the "Prior Bonds To Be Refunded"), and the principal amount, principal maturities and dates, interest rates and interest payment dates, redemption provisions, if any, purchase price to be paid by the Underwriter with respect to the Refunding Bonds and such other terms and provisions as the City Manager determines to be necessary or appropriate in connection with the sale of the Refunding Bonds. The Bond Purchase Agreement and the terms of the Refunding Bonds set forth therein shall be approved by an order adopted by the City Manager at the time of the sale of the Refunding Bonds. The Mayor, the City Clerk, the City Manager and the City Treasurer are each hereby authorized to do all things necessary to effectuate the sale, issuance, delivery, transfer and exchange of the Refunding Bonds in accordance with the provisions of this resolution. In making the determination in the order authorizing the sale of the Refunding Bonds and in the Bond Purchase Agreement with respect to principal maturities and dates, interest rates, purchase price of the Refunding Bonds and compensation to be paid to the Underwriter, the City Manager shall be limited as follows:

- (a) The interest rate on any Refunding Bond shall not exceed 6.00% per annum.
- (b) The final maturity date of the Refunding Bonds shall not be later than December 1, 2027.
- (c) The issuance of the Refunding Bonds shall result in present value of the savings (net of issuance costs) with respect to the debt service on the Prior Bonds To Be Refunded.
- (d) The purchase price of the Refunding Bonds shall not be less than 98% of the principal amount thereof.

- (e) The Underwriter's discount with respect to the Refunding Bonds or the compensation to be paid to the Underwriter shall not exceed 0.75% of the principal amount of the Refunding Bonds.

16. REPLACEMENT OF BONDS. Upon receipt by the City Clerk of proof of ownership of an unmatured Refunding Bond, of satisfactory evidence that the Refunding Bond has been lost, apparently destroyed or wrongfully taken and of security or indemnity that complies with applicable law and is satisfactory to the City Clerk, the City Clerk may authorize the bond registrar and paying agent to deliver a new executed Refunding Bond to replace the Refunding Bond lost, apparently destroyed or wrongfully taken in compliance with applicable law. In the event an outstanding matured Refunding Bond is lost, apparently destroyed or wrongfully taken, the City Clerk may authorize the bond registrar and paying agent to pay the Refunding Bond without presentation upon the receipt of the same documentation required for the delivery of a replacement Refunding Bond. The bond registrar and paying agent, for each new Refunding Bond delivered or paid without presentation as provided above, shall require the payment of expenses, including counsel fees, which may be incurred by the bond registrar and paying agent and the City in the premises. Any Refunding Bond delivered pursuant to the provisions of this Section 16 in lieu of any Refunding Bond lost, apparently destroyed or wrongfully taken shall be of the same form and tenor and be secured in the same manner as the Refunding Bond in substitution for which such Refunding Bond was delivered.

17. TAX COVENANT. The City covenants to comply with all applicable requirements of the Internal Revenue Code of 1986, as amended (the "Code"), necessary to assure that the interest on the Refunding Bonds will be and will remain excludable from gross income for federal income tax purposes. The Mayor, the City Clerk, the City Manager, the City Treasurer and other appropriate officials of the City are authorized to do all things necessary (including the making of such covenants of the City as shall be appropriate) to assure that the interest on the Refunding Bonds will be and will remain excludable from gross income for federal income tax purposes.

18. OFFICIAL STATEMENT. The City Manager is authorized to cause the preparation of an official statement for the Refunding Bonds for purposes of enabling compliance with

Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended (the “Rule”) and to do all other things necessary to enable compliance with the Rule. After the award of the Refunding Bonds, the City will provide copies of a “final official statement” (as defined in paragraph (e)(3) of the Rule) on a timely basis and in reasonable quantity as requested by the Underwriter to enable the Underwriter to comply with paragraph (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board.

19. CONTINUING DISCLOSURE. The Mayor and the City Clerk are authorized to execute and deliver in the name and on behalf of the City a continuing disclosure certificate to comply with the requirements for a continuing disclosure undertaking of the City pursuant to paragraph (b)(5) of the Rule, and amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the “Continuing Disclosure Certificate”). The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate.

20. BOND INSURANCE. The City Manager is authorized and directed to take any actions that may be necessary or appropriate to purchase a policy or policies of municipal bond insurance with respect to the Refunding Bonds to the extent that the City Manager determines that the purchase of such municipal bond insurance is in the best interests of the City. If the City Manager makes such a determination, the purchase of a policy or policies and the payment of premiums therefor and the execution by the City Manager of any necessary commitments with respect thereto are hereby authorized.

21. PROFESSIONAL SERVICES. The following are appointed to act in the following capacities with respect to the Refunding Bonds:

As registered municipal advisor: Bendzinski & Co., Municipal Finance Advisors
Detroit, Michigan

As Underwriter: Fifth Third Securities, Inc.
Cincinnati, Ohio

As bond counsel: Dickinson Wright PLLC
Troy, Michigan

22. CONFLICTING RESOLUTIONS. All resolutions and parts of resolutions insofar as they may be in conflict herewith are rescinded.

Yes:

No:

I-7 Approval of Cost Participation Agreement for the Resurfacing of 14 Mile Road from Campbell to Stephenson – Project No. 12.104.6

Suggested Resolution

Resolution #2012-04-

Moved by

Seconded by

RESOLVED, That the Cost Participation Agreement between the City of Troy and the Board of Road Commissioners for Oakland County for the resurfacing of 14 Mile Road, from Campbell to Stephenson Highway is hereby **APPROVED** at an estimated cost to the City of Troy of \$125,000 with the actual local match to be determined upon completion of State financial audits, and the Mayor and City Clerk are **AUTHORIZED TO EXECUTE** the agreement, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:

No:

J. CONSENT AGENDA:

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

Suggested Resolution

Resolution #2012-04-

Moved by

Seconded by

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

Yes:

No:

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

J-2 Approval of City Council Minutes

Suggested Resolution

Resolution #2012-04-

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

- a) Regular City Council Meeting of March 19, 2012

J-3 Proposed City of Troy Proclamations: None

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 1: Award to Low Bidder – Hauling and Disposal of Dirt and Debris**

Suggested Resolution

Resolution #2012-04-

RESOLVED, That Troy City Council hereby **AWARDS** a one-year contract to provide Hauling and Disposal of Dirt and Debris with an option to renew for one (1) additional year to the low bidder, Bedrock Express LTD of Ortonville, MI, for an estimated total cost of \$58,840.00, at unit prices contained in the bid tabulation opened February 2, 2012, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with a contract expiration of March 31, 2013.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT UPON** the contractors' submission of properly executed bid and proposal documents, including insurance certificates and all other specified requirements.

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

Suggested Resolution

Resolution #2012-04-

RESOLVED, That Troy City Council hereby **AWARDS** contracts to provide seasonal requirements of lawn and yard services to Troy residents qualifying under the Home Chore Program with an option to renew for one (1) additional season to the low total bidders, Outdoor Enhancements of Lake Orion, MI, as primary contractor, and DTL Lawn Care of Rochester Hills, MI, as secondary contractor, at unit prices contained in the bid tabulation opened March 15, 2012, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with a contract expiration of December 31, 2012.

BE IT FURTHER RESOLVED, That the awards are **CONTINGENT UPON** the contractors' submission of properly executed bid documents, insurance certificates and all other specified requirements including a Public Service Contract executed administratively once in acceptable form.

- c) **Standard Purchasing Resolution 2: Sole Bidder – Replace and Install a New Rotary Brand Dual Rear Cylinder Lifting Assembly Including Complete Lift Inspection – DPW Fleet Garage**

Suggested Resolution

Resolution #2012-04-

RESOLVED, That Troy City Council hereby **AWARDS** a contract to replace and install a new Rotary Brand Dual Rear Cylinder Lifting Assembly Including Complete Lift Inspection at the DPW - Fleet Garage to the sole bidder meeting specifications, Allied Incorporated of Ann Arbor, MI, for an estimated total cost of \$30,970.00.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT UPON** contractors' submission of properly executed bid and proposal documents including insurance certificates, permits and all other specified requirements.

BE IT FINALLY RESOLVED, That Troy City Council hereby **REJECTS** all bids received for Proposal B, Additional Work, as the work is not needed at this time.

J-5 Traffic Committee Recommendations and Minutes – March 21, 2012Suggested Resolution

Resolution #2012-04-

Item #3 – Request for Intersection Control – Brunswick at Cadmus – Item 3

RESOLVED, That the intersection control be **MODIFIED** from “no traffic control” to a STOP sign on the Brunswick Drive southbound approach to Cadmus.

Item #4 – Request for Intersection Control – Wardlow at Ashbury – Item 4

RESOLVED, That the intersection control be **MODIFIED** from “no traffic control” to a YIELD sign on the Wardlow Drive southbound approach to Ashbury.

Item #5 – Request for Intersection Control – Vernmoor at Hurst

RESOLVED, That the intersection control be **MODIFIED** from “two-way control” to “four-way control” by installing STOP signs on the Vernmoor approaches to the intersection, creating an All-Way Stop intersection at Vernmoor and Hurst.

Item #6 – Request for Intersection Control – Fredmoor at Lovell

RESOLVED, That the intersection control be **MODIFIED** from “two-way control” to “four-way control” by installing STOP signs on the Fredmoor approaches to the intersection, creating an All-Way Stop intersection at Fredmoor and Lovell.

J-6 Private Agreement – Warrior Park – Baseball Field - Project No. 11.914.3Suggested Resolution

Resolution #2012-04-

RESOLVED, That the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and Brother Rice High School, is hereby **APPROVED** for

the installation of Storm Sewer and Pavement, and the Mayor and City Clerk are **AUTHORIZED** to execute the documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-7 Approval of Subdivision Entrance Sign/Agreement, Stoneridge Subdivision, South Side of Square Lake Road, Between Long Lake and Dequindre, Section 12

Suggested Resolution
Resolution #2012-04-

RESOLVED, That Troy City Council hereby **APPROVES** as to the design and materials proposed, the sign application submitted by the Stoneridge Homeowner's Improvement Inc., for the placement of a sign within the median of Cliffside at the intersection of Square Lake Road.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** the agreement regarding the maintenance and liability coverage for the sign, and **AUTHORIZES** the Mayor and City Clerk to execute the agreement, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings: None Submitted

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

L. COUNCIL REFERRALS:

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

L-1 No Council Referrals Advanced

M. COUNCIL COMMENTS

M-1 No Council Comments Advanced

N. REPORTS

N-1 Minutes – Boards and Committees:

- a) Election Commission-Final-January 23, 2012
 - b) Liquor Advisory Committee-Final-February 13, 2012
 - c) Civil Service Commission (Act 78)-Final-February 14, 2012
 - d) Traffic Committee-Final-February 15, 2012
 - e) Zoning Board of Appeals-Draft-February 21, 2012
 - f) Zoning Board of Appeals-Final-February 21, 2012
 - g) Liquor Advisory Committee-Draft-March 12, 2012
 - h) Planning Commission-Draft-March 13, 2012
 - i) Planning Commission-Final-March 13, 2012
-

N-2 Department Reports:

- a) Fire Department 2011 Annual Report
-

N-3 Letters of Appreciation: None

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

N-5 Friends of Troy Seniors Update

N-6 City Manager's Responses to Budget Issues

- a) Memorandum from Police Chief Gary Mayer Regarding the International City Manager's Association (ICMA) Implementation Plan and Progress Report for the Police Department
 - b) Memorandum from Human Resources Director Peggy Sears Regarding How Pay and Benefits in Troy Compare to Pay and Benefits in Other Communities
 - c) Memorandum from IT Director Gert Paraskevin and Interim Director of Finance and Administrative Services Tom Darling Regarding an Analysis of Our Information Technology Department
 - d) Memorandum from Assistant to the City Manager/Coordinator of Continuous Improvement Monica Ireland Regarding an Analysis of Outsourcing Cross-Connection Controls
-

O. STUDY ITEMS

O-1 No Study Items

P. CLOSED SESSION:

P-1 Closed Session

Q. ADJOURNMENT

Respectfully submitted,



John Szerlag, City Manager

FUTURE CITY COUNCIL PUBLIC HEARINGS:

SCHEDULED REGULAR CITY COUNCIL MEETINGS:

Monday, April 16, 2012	Regular Meeting
Monday, May 7, 2012	Regular Meeting
Monday, May 14, 2012	Regular Meeting
Monday, June 4, 2012	Regular Meeting
Monday, June 18, 2012	Regular Meeting
Monday, July 9, 2012	Regular Meeting
Monday, July 23, 2012	Regular Meeting
Monday, August 13, 2012	Regular Meeting
Monday, August 27, 2012	Regular Meeting
Monday, September 10, 2012	Regular Meeting
Monday, September 24, 2012	Regular Meeting
Monday, October 8, 2012	Regular Meeting
Monday, October 22, 2012	Regular Meeting
Monday, November 12, 2012	Regular Meeting
Monday, November 26, 2012	Regular Meeting
Monday, December 3, 2012	Regular Meeting
Monday, December 17, 2012	Regular Meeting

SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

Monday, April 23, 2012	Special Budget Study Session
Monday, April 30, 2012	Special Budget Study Session



CITY COUNCIL AGENDA ITEM

Date: March 22, 2012

To: John Szerlag, City Manager

From: Mark F. Miller, Assistant City Manager/Economic Development Services
Jeff Biegler, Recreation Director

Subject: Friends of Troy Seniors

This memo will update you on the status of the Friends of Troy Seniors group. This 501.c3 organization was formed in the fall of 2011 and they have taken responsibility for many senior programs that were jeopardized due to staff cuts. They are also developing a database of volunteers who will be able to help with a variety of senior programs and services. They are actively seeking corporate sponsors and holding fund-raising events. In addition, they have accomplished the following:

Office at Community Center: The City is providing office space and phone service at the Community Center for the Friends, and they opened their office in November 2011. They have three computers that were donated by Compuware. The office is staffed by volunteers Monday – Friday from 10 am – 2 pm who offer a friendly greeting and information to senior visitors.

Tax Appointments: Almost 500 tax returns were prepared here last year for low to moderate income seniors. Due to front desk staff cuts, the City can no longer schedule the appointments. The Friends have assumed that responsibility.

Document Shredding: This program was eliminated due to staff cuts. The Friends have picked up this bi-annual event that services approximately 200 seniors each time it is offered.

Flu Shots: The free event, held each fall and attended by 800+ seniors, was scheduled to be discontinued. The Friends found a sponsor to cover the room cost and also provided and organized the volunteers on the day of the event.

Brochure Rack: The Friends have assumed responsibility for the brochure rack rental. The City will continue to receive revenue equal to the amount we were receiving (\$1800). The Friends will sell the spaces, maintain the rack and keep any additional revenue they generate.

Reading Room: The Friends have assumed responsibility for the reading room – organizing the magazine subscriptions, puzzles, bulletin board, etc.



CITY COUNCIL AGENDA ITEM

Garage Sale: The Friends will co-sponsor the garage sale this year, providing volunteers on the day of the event and handling concessions, allowing the City to bring back this popular event after it was cancelled in 2011. We will split the revenue with the Friends.

Birthday Party: When the City discontinued purchasing the ice cream cups for the birthday party, Emerald Food Service agreed to donate bulk ice cream and the Friends took on the responsibility of serving it at the birthday party each month.

Blood Pressure: The Friends have taken on the responsibility of staffing the volunteer blood pressure program and lining up subs when needed. They are also looking at expanding the program to more than once a month.

Speakers: This is another program that was offered free to seniors that has been picked up by the Friends. When a sponsor approached me and offered to cover the room cost, the Friends agreed to do the legwork and set up the monthly speaker's series which will start in March.

Pizza Lunch: Due to budget cuts, the federally funded lunch program is now cancelled on federal holidays. The Friends are offering a pizza lunch on President's Day in February and will continue with this if it is well received.

Dances: Discontinued with the first round of staff cuts, the Friends are bringing back the dances starting on March 14. If well received, they will offer more dances.

Baked Goods: Forgotten Harvest was looking for a place where Starbucks could donate day-old baked goods. The Friends, due to their 501.c3 status, were able to accept these baked goods and willingly lined up volunteers to pick them up and serve them. Therefore, seniors visiting the Community Center are able to enjoy free baked goods twice a week.



CITY COUNCIL ACTION REPORT

March 23, 2012

TO: John Szerlag, City Manager

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

SUBJECT: Approval of Cost Participation Agreement for the Resurfacing of Livernois Road, from Big Beaver to Wattles – Project No. 12.103.6

Recommendation:

Staff recommends that City Council approve the attached Cost Participation Agreement between the City of Troy and the Board of Road Commissioners for Oakland County (Board) for the resurfacing of Livernois Road, from Big Beaver to Wattles at an estimated cost to the City of Troy of \$106,000. Furthermore, staff recommends that the Mayor and City Clerk be authorized to execute the agreements.

Background:

The project will provide for a resurfacing of Livernois Road, from Big Beaver to Wattles. The project also includes pedestrian crosswalk upgrades to comply with the Americans with Disabilities Act (ADA).

The project will be bid through the Michigan Department of Transportation (MDOT) in June. Construction is anticipated to start in mid-July and be open to traffic in September.

Financial Considerations:

The estimated project cost is \$1,059,000. Federal funds in the amount of \$847,000 are available for the project. The local share of \$212,000 is split between Troy and the Board in accordance with Exhibit A of the agreement. The City of Troy share of the project is estimated at \$106,000.

The total actual local match will be determined from the records of the Board upon completion of the State financial audits of the project and a final determination of the total federal funds used on the project. Final adjustments in the financial obligations of the parties will be made upon completion of the required audits.

Funds for this work are available in the 2011-12 Major Road Fund and also in the proposed 2012-13 Major Road Fund.

Legal Considerations:

The format and content of the agreement is consistent with previously approved Cost Participation Agreements between the city and Board as approved by the Legal Department and City Council.

William J Huotari

From: Julie Enders [jenders@rcoc.org]
Sent: Tuesday, March 13, 2012 1:17 PM
To: William J Huotari
Subject: Cost Participation Agreement for Livernois Road
Attachments: Project No. 50701 - Livernois Road.pdf

Hi Bill,

Attached is the cost participation agreement for the above referenced project.

Please print two copies and arrange for signatures on both sets but do not date. The signed agreements should be returned to my attention as soon as possible. Our Board will return a fully executed original to you after their action.

Please reply to this email to confirm your receipt of the agreements.

If you have any questions, please feel free to call me.

Thanks,

Julie Enders - Engineering Aide
Road Commission for Oakland County
Programming Division/
Engineering Department
31001 Lahser Road
Beverly Hills, MI 48025
Office: 248.645.2000 ext. 2213 ~~ Fax: 248.645.0618

COST PARTICIPATION AGREEMENT

CONSTRUCTION

Livernois Road

Big Beaver Road to Wattles Road

City of Troy

Board Project No. 50701

This Agreement, made and entered into this ____ day of _____, 2012, by and between the Board of Road Commissioners for the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Troy, hereinafter referred to as the COMMUNITY, provides as follows:

WHEREAS, the BOARD and the COMMUNITY, in cooperation with the Michigan Department of Transportation, hereinafter referred to as MDOT, have programmed the resurfacing of Livernois Road from Big Beaver Road to Wattles Road, as described in Exhibit "A", attached hereto, and made a part hereof, which improvements involve roads under the jurisdiction of the BOARD and within the COMMUNITY, which improvements are hereinafter referred to as the PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is \$1,059,000; and

WHEREAS, the BOARD will enter into a contract with MDOT for partial funding of the PROJECT with federal program dollars under the Federal Surface Transportation Program Fund in the amount of \$847,000; and

WHEREAS, the BOARD, as the requesting party therein, will be the party financially responsible to MDOT to bear all costs of the PROJECT in excess of federal funds, hereinafter referred to as the LOCAL MATCH; and

WHEREAS, all the parties hereto have reached a mutual understanding regarding the cost sharing for the LOCAL MATCH and wish to commit that understanding to writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law, it is hereby agreed between the COMMUNITY and the BOARD that:

1. The COMMUNITY approves of the PROJECT, declares its public necessity, and authorizes the BOARD and MDOT to perform or cause to be performed, and complete the PROJECT along with all administration in reference thereto.
2. The PROJECT shall include total payments to the contractor.
3. The cost of the PROJECT shall be funded in accordance with the following:
 - a. The BOARD shall contribute \$106,000 toward the cost of the PROJECT.
 - b. The COMMUNITY shall contribute \$106,000 toward the cost of the PROJECT.
4. Any costs above the estimated total LOCAL MATCH of \$212,000 will be split equally between the BOARD and the COMMUNITY.
5. Upon execution of this agreement, the BOARD shall submit an invoice to the COMMUNITY in the amount of \$53,000 (being 50% of the COMMUNITY'S Tri-Party contribution).
6. As costs of the PROJECT are incurred, the BOARD shall invoice the COMMUNITY for the remaining 50% of the COMMUNITY'S total contribution.
7. The total actual LOCAL MATCH will be determined from the records of the BOARD upon completion of State financial audits of the PROJECT and a final determination of the total federal funds used on the PROJECT. Final adjustments in the financial obligations of the parties hereto will be made upon completion of the required audits.
8. Upon receipt of said invoice(s), the COMMUNITY shall pay to the BOARD the full amount thereof, within thirty (30) days of such receipt.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first written above.

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

By _____

Its _____

CITY OF TROY

By _____

Its _____

By _____

Its _____

EXHIBIT A

CONSTRUCTION

Livernois Road

Big Beaver Road to Wattles Road

City of Troy

Board Project No. 50701

Resurfacing of Livernois Road from Big Beaver Road to Wattles Road.

ESTIMATED PROJECT COST

Contractor Payments	\$1,059,000
Less Federal Funds	<u>\$847,000</u>
Total Estimated Project Cost	<u><u>\$212,000</u></u>

COST PARTICIPATION BREAKDOWN

	COMMUNITY	BOARD	TOTAL
Contribution	\$106,000	\$106,000	\$212,000
TOTAL SHARES	\$106,000	\$106,000	\$212,000



CITY COUNCIL AGENDA ITEM

Date: March 29, 2012

To: John Szerlag, City Manager

From: Gary G. Mayer, Chief of Police 

Subject: Approval of Amendment to the 2009 Intergovernmental Agreement between and among participants in the 2009 Federal Bureau of Justice Assistance - Edward Byrne Justice Assistance Grant Program

Background

On May 11, 2009, the City Council approved an Interlocal Agreement with Oakland County and other communities accepting a 2009 Federal Bureau of Justice Assistance - Edward Byrne Justice Assistance Grant Program (hereinafter "JAG Program"). (Resolution #2009-05-154-F-9)

Oakland County has entered into an agreement with the City of Pontiac to act as that city's law enforcement agency. Under that agreement, Oakland County is now the fiduciary of the JAG Program funding for the City of Pontiac. The attached Amendment to the original 2009 JAG Program Interlocal Agreement is required to transfer items that were purchased by the Pontiac Police Department with JAG Program funding to the Oakland County Sheriff's Department. It also allows the Oakland County Sheriff's Department to use any remaining JAG Program funding assigned to the City of Pontiac for law enforcement purposes for the City of Pontiac.

The attached Amendment does not in any way effect the 2009 JAG Program Interlocal Agreement funding to the City of Troy.

Attached is the former Action Item with the updated Amendment to the 2009 JAG Program Interlocal Agreement from Oakland County.

Recommendation

It is recommended that the Amendment to the 2009 JAG Program Interlocal Agreement be approved as written.

City Attorney's Review as to Form and Legality

Lori Grigg Bluhm, City Attorney

Date

**Amendment
to the Intergovernmental Agreement
Between and Among
Participants in the 2009 Federal Bureau of Justice Assistance
Edward Byrne Justice Assistance Grant Program**

This Amendment (Amendment) to the Intergovernmental Agreement (Agreement) is between and among the governmental entities, constitutional and municipal corporations in the State of Michigan whose names are listed in Appendix A, and incorporated here by reference. In this Amendment, any reference to a Party is a reference to each and every governmental entity that is identified in Appendix A and any reference to “Parties” is a reference to all the governmental entities listed in Appendix A.

In consideration of the mutual promises, obligations, representations and assurances made in the Agreement and in this Amendment, the adequacy of which is acknowledged, the Parties agree as follows:

Purpose

For fiscal year 2009, the Parties, having been certified disparate by the Bureau of Justice Assistance (BJA), entered into an intergovernmental agreement in order to apply for and to qualify for Edward Byrne Justice Assistance Grant (JAG) Funds, supported under FY09 Recovery Act (BJA-Byrne JAG) Pub. L. No. 111-5, 42 USC 3750-3758. The Parties agreed, among other things, to undertake all actions necessary to be and remain compliant with grant requirements, to accept title to various equipment and supplies purchased with grant funds, to assume responsibility for, track, maintain and monitor the equipment and supplies and to satisfy the reporting requirements of BJA under the terms of the grant.

In 2011, the City of Pontiac and the County of Oakland entered into a separate intergovernmental agreement by which Pontiac and the County agreed that the County would provide law enforcement services for Pontiac in return for certain fees. The County agreed, among other things, to assume responsibility for hiring and provisioning law enforcement officers and staff, managing law enforcement supplies, material and equipment necessary to provide law enforcement services for Pontiac and for providing patrol services generally.

Certain equipment, listed in Appendix B, which is incorporated here by reference, was purchased by Pontiac with 2009-SB-B9-1863 JAG grant funds. The equipment remains in working order and can continue to be used for law enforcement purposes. In addition, in federal grant number 2009-SB-B9-1863, five hundred thirty-three thousand, five hundred fifty-four dollars and twenty five cents (\$533,554.25) in grant funds, designated for Pontiac, remain unexpended. These funds remain available for law enforcement purposes within Pontiac through February 28, 2013. Pontiac intended to use the funds to pay salaries for Pontiac Police Officers, to the extent permitted by the grant.

Terms

By this Amendment:

1. Pontiac and the County acknowledge the existence of an intergovernmental agreement between them. Under its terms the County, through its Sheriff's Office, agrees to provide law enforcement services for Pontiac.
2. Pontiac transfers to the County and the County accepts title to accounted-for usable equipment purchased with 2009-SB-B9-1863 JAG grant funds, listed in Appendix B, incorporated here by reference, to be used by the County for law enforcement purposes in Pontiac for the term of the intergovernmental agreement referenced in Section 1 or for as long as the County provides law enforcement services for Pontiac.
3. Pontiac transfers to the County and the County assumes all responsibility for fulfilling grant obligations regarding the above referenced accounted-for usable equipment for the term of the intergovernmental agreement referenced in Section 1 or for as long as the County provides law enforcement services for Pontiac.
4. Pontiac assigns all its rights and interest in the remaining unexpended FY 2009 grant funds under grant number 2009-SB-B9-1863 to the County. The funds are to be used and expended for law enforcement purposes in Pontiac, including but not limited to, supplies, materials and equipment, salaries, and such other needs as the County, through the Sheriff's Office, deems necessary and appropriate, in its sole discretion. All expenditures of Pontiac-designated JAG grant funds by the County shall be in compliance with grant requirements.
5. If the County stops providing law enforcement service to Pontiac, the County shall return title to any still operational accounted-for usable equipment purchased with 2009-SB-B9-1863 JAG funds within 60 days. Similarly, Pontiac shall be entitled to any remaining unexpended 2009-SB-B9-1863 JAG funds according to the procedures set forth in the original Memorandum of Understanding.
6. The other Parties to this Agreement acknowledge that they have been advised of the transfer of property and assignment of rights between Pontiac and the County. They further acknowledge that they have no claim to any of the equipment or funds described in this Amendment and assume no responsibility or liability for the law enforcement services that the County has agreed to provide to Pontiac.
7. All Parties agree that except as specifically provided above, all other definitions, terms and conditions set forth in the Agreement remain in full force and effect and shall not be modified, excepted or diminished by the provisions of this Amendment except as specifically provided herein. Notwithstanding any other provisions in this amendment, Pontiac specifically agrees and acknowledges that any fines, fees or penalties which may arise from management or disposal of grant funded equipment before the County takes actual possession of the equipment are and remain the obligation of Pontiac. This includes

repayment of any grant funds to the federal government upon sale or disposal of any grant-funded property, if such repayment is required under the terms of the grant.

8. This Amendment may be executed in counterparts, but shall constitute one document.

(Remainder of page intentionally blank)

By signing below, the individuals acknowledge that they are authorized to bind the Parties to the terms and conditions set forth in this Amendment to the Intergovernmental Agreement Between and Among Participants in the 2009 Federal Bureau of Justice Assistance Edward Byrne Justice Assistance Grant Program for grant number 2009-SB-B9-1863.

For the City of Troy:

By: _____
Janice Daniels, Mayor

Date: _____

By: _____
Aileen Bittner, City Clerk

By signing below, the individuals acknowledge that they are authorized to bind the Parties to the terms and conditions set forth in this Amendment to the Intergovernmental Agreement Between and Among Participants in the 2009 Federal Bureau of Justice Assistance Edward Byrne Justice Assistance Grant Program for grant number 2009-DJ-BX-0790.

For the County of Oakland:

By: _____

Date: _____

(print name) _____

Its _____

Appendix A

**List of Governmental Entities Certified as Disparate by the Bureau of Justice Assistance
for Purposes of Edward Byrne Justice Assistance Grant Funds**

Jurisdiction Name

OAKLAND COUNTY

BIRMINGHAM CITY

FERNDALE CITY

HAZEL PARK CITY

LATHRUP VILLAGE CITY

MADISON HEIGHTS CITY

OAK PARK CITY

PONTIAC CITY

ROYAL OAK CITY

SOUTH LYON CITY

TROY CITY

WALLED LAKE CITY

WIXOM CITY

NOVI CITY

SOUTHFIELD CITY

AUBURN HILLS CITY

FARMINGTON HILLS CITY

BLOOMFIELD TOWNSHIP

WATERFORD CHARTER TOWNSHIP

WEST BLOOMFIELD CHARTER TOWNSHIP

WHITE LAKE CHARTER TOWNSHIP

Appendix B
2009 (Recovery Act) List of Equipment

Available for transfer to Oakland County:

2010 Chevrolet Impala 2G1WD5EM9A1177989

2010 Chevrolet Impala 2G1WD5EM6A1177819

2010 Chevrolet Impala 2G1WD5EM7A1178591

2010 Chevrolet Impala 2G1WD5EM3A1179527

5 Computer Aided Dispatch (CAD) workstations



CITY COUNCIL AGENDA ITEM

Date: March 27, 2012
To: John Szerlag, City Manager
From: Thomas Darling, Acting Director of Financial & Administrative Services
Subject: General Obligation – Limited Tax Refunding Bonds

Background

After reviewing the City's outstanding bonds with our financial advisor, we have determined that it would be in the best interest of the City to refinance the callable maturities of the Municipal Building Authority of Troy Golf Course Bonds, Series 2002. The bonds to be refunded bear interest rates in the 4.40% to 5.00% range. The refunding bonds are estimated to generate savings, as attached.

The process entails purchasing governmental securities that tie to the call dates of the refunded bonds. The securities and interest earnings will then be used to pay the principal and interest on the refunded bonds call date. The City, which has already pledged its full faith and credit, would issue the new bonds, instead of the Municipal Building Authority.

Financial Considerations

It is estimated that the net present value benefit of this transaction to the City will be approximately \$542,497 in saved interest costs, after paying the cost of completing this transaction.

Legal Considerations

Bond Counsel Terry Donnelly of Dickinson Wright PLLC. has reviewed and approved the documents concerning the proposed refunding, and has prepared the attached required resolution. He will be present at the meeting to address any questions from City Council.

Policy Considerations

Refunding the Municipal Building Authority of Troy Golf Course Bonds, Series 2002 relates to Goal II "Minimize the cost and increase the efficiency and effectiveness of City government", by upholding fiscal integrity.

Recommendation

It is recommended that City Council approve the attached resolution to authorize the issuance of general obligation limited tax refunding bonds.

City Attorney's Review as to Form and Legality

Lori Grigg Bluhm, City Attorney

City of Troy
Golf Course Refunding Bonds, Series 2012
(Limited Tax - General Obligation)
[Refund All Bonds]

Refunding Summary

Dated 05/15/2012 | Delivered 05/15/2012

Sources Of Funds

Par Amount of Bonds.....	\$10,505,000.00
Reoffering Premium.....	885,224.55
Total Sources.....	\$11,390,224.55

Uses Of Funds

Total Underwriter's Discount (0.900%).....	94,545.00
Costs of Issuance.....	75,000.00
Deposit to Net Cash Escrow Fund.....	11,216,377.72
Rounding Amount.....	4,301.83
Total Uses.....	\$11,390,224.55

Flow of Funds Detail

State and Local Government Series (SLGS) rates for.....	3/06/2012
Date of OMP Candidates.....	
Net Cash Escrow Fund Solution Method.....	Net Funded
Total Cost of Investments.....	\$11,216,377.72
Interest Earnings @ 0.321%.....	82,572.28
Total Draws.....	\$11,298,950.00

Issues Refunded And Call Dates

Series 2002 (Golf Course).....	12/01/2014
--------------------------------	------------

PV Analysis Summary (Net to Net)

Net PV Cashflow Savings @ 2.470%(Bond Yield).....	538,195.26
Contingency or Rounding Amount.....	4,301.83
Net Present Value Benefit.....	\$542,497.09
Net PV Benefit / \$9,900,000 Refunded Principal.....	5.480%

Bond Statistics

Average Life.....	8.848 Years
Average Coupon.....	3.6709412%
Net Interest Cost (NIC).....	2.8202395%
Bond Yield for Arbitrage Purposes.....	2.4699283%
True Interest Cost (TIC).....	2.6877902%
All Inclusive Cost (AIC).....	2.7775678%

Series 2012 (Golf Course) | SINGLE PURPOSE | 3/7/2012 | 11:23 AM

City of Troy
Golf Course Refunding Bonds, Series 2012
(Limited Tax - General Obligation)
[Refund All Bonds]

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City of Troy
Golf Course Refunding Bonds, Series 2012
(Limited Tax - General Obligation)
[Refund All Bonds]

Refunding Summary

Dated 05/15/2012 | Delivered 05/15/2012

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All Inclusive Cost (AIC).....	2.7775678%

City of Troy
Golf Course Refunding Bonds, Series 2012
(Limited Tax - General Obligation)
[Refund All Bonds]

Pricing Summary

Maturity	Type	Maturity Value	Coupon	Yield	yield to Call?	Price	Dollar Price	OIP/(OID)	CUSIP
12/01/2012	Serial	625,000.00	2.000%	0.350%	No	100.896%	630,600.00	5,600.00	
12/01/2013	Serial	450,000.00	2.000%	0.500%	No	102.304%	460,368.00	10,368.00	
12/01/2014	Serial	500,000.00	2.000%	0.610%	No	103.504%	517,520.00	17,520.00	
12/01/2015	Serial	540,000.00	4.000%	0.870%	No	110.901%	598,865.40	58,865.40	
12/01/2016	Serial	540,000.00	4.000%	1.030%	No	113.152%	611,020.80	71,020.80	
12/01/2017	Serial	540,000.00	4.000%	1.220%	No	114.859%	620,238.60	80,238.60	
12/01/2018	Serial	635,000.00	4.000%	1.590%	No	114.922%	729,754.70	94,754.70	
12/01/2019	Serial	635,000.00	4.000%	1.930%	No	114.467%	726,865.45	91,865.45	
12/01/2020	Serial	630,000.00	4.000%	2.210%	No	113.866%	717,355.80	87,355.80	
12/01/2021	Serial	630,000.00	4.000%	2.430%	No	113.301%	713,796.30	83,796.30	
12/01/2022	Serial	725,000.00	4.000%	2.580%	Yes	111.944%	811,594.00	86,594.00	
12/01/2023	Serial	715,000.00	4.000%	2.710%	Yes	110.783%	792,098.45	77,098.45	
12/01/2024	Serial	810,000.00	4.000%	2.820%	Yes	109.812%	889,477.20	79,477.20	
12/01/2025	Serial	805,000.00	4.000%	2.920%	Yes	108.938%	876,950.90	71,950.90	
12/01/2026	Serial	845,000.00	3.000%	3.100%	No	98.835%	835,155.75	(9,844.25)	
12/01/2027	Serial	880,000.00	3.000%	3.200%	No	97.564%	858,563.20	(21,436.80)	
Total	-	\$10,505,000.00	-	-	-	-	\$11,390,224.55	\$885,224.55	-

Bid Information

Par Amount of Bonds.....	\$10,505,000.00
Reoffering Premium or (Discount).....	885,224.55
Gross Production.....	\$11,390,224.55
Total Underwriter's Discount (0.900%).....	\$(94,545.00)
Bid (107.527%).....	11,295,679.55
Total Purchase Price.....	\$11,295,679.55
Bond Year Dollars.....	\$92,944.39
Average Life.....	8.848 Years
Average Coupon.....	3.6709412%
Net Interest Cost (NIC).....	2.8202395%
True Interest Cost (TIC).....	2.6877902%
All Inclusive Cost (AIC).....	2.7775678%

City of Troy
Golf Course Refunding Bonds, Series 2012
(Limited Tax - General Obligation)
[Refund All Bonds]

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/15/2012	-	-	-	-	-
06/01/2012	-	-	16,508.89	16,508.89	-
12/01/2012	625,000.00	2.000%	185,725.00	810,725.00	827,233.89
06/01/2013	-	-	179,475.00	179,475.00	-
12/01/2013	450,000.00	2.000%	179,475.00	629,475.00	808,950.00
06/01/2014	-	-	174,975.00	174,975.00	-
12/01/2014	500,000.00	2.000%	174,975.00	674,975.00	849,950.00
06/01/2015	-	-	169,975.00	169,975.00	-
12/01/2015	540,000.00	4.000%	169,975.00	709,975.00	879,950.00
06/01/2016	-	-	159,175.00	159,175.00	-
12/01/2016	540,000.00	4.000%	159,175.00	699,175.00	858,350.00
06/01/2017	-	-	148,375.00	148,375.00	-
12/01/2017	540,000.00	4.000%	148,375.00	688,375.00	836,750.00
06/01/2018	-	-	137,575.00	137,575.00	-
12/01/2018	635,000.00	4.000%	137,575.00	772,575.00	910,150.00
06/01/2019	-	-	124,875.00	124,875.00	-
12/01/2019	635,000.00	4.000%	124,875.00	759,875.00	884,750.00
06/01/2020	-	-	112,175.00	112,175.00	-
12/01/2020	630,000.00	4.000%	112,175.00	742,175.00	854,350.00
06/01/2021	-	-	99,575.00	99,575.00	-
12/01/2021	630,000.00	4.000%	99,575.00	729,575.00	829,150.00
06/01/2022	-	-	86,975.00	86,975.00	-
12/01/2022	725,000.00	4.000%	86,975.00	811,975.00	898,950.00
06/01/2023	-	-	72,475.00	72,475.00	-
12/01/2023	715,000.00	4.000%	72,475.00	787,475.00	859,950.00
06/01/2024	-	-	58,175.00	58,175.00	-
12/01/2024	810,000.00	4.000%	58,175.00	868,175.00	926,350.00
06/01/2025	-	-	41,975.00	41,975.00	-
12/01/2025	805,000.00	4.000%	41,975.00	846,975.00	888,950.00
06/01/2026	-	-	25,875.00	25,875.00	-
12/01/2026	845,000.00	3.000%	25,875.00	870,875.00	896,750.00
06/01/2027	-	-	13,200.00	13,200.00	-
12/01/2027	880,000.00	3.000%	13,200.00	893,200.00	906,400.00
Total	\$10,505,000.00	-	\$3,411,933.89	\$13,916,933.89	-

Yield Statistics

Bond Year Dollars.....	\$92,944.39
Average Life.....	8.848 Years
Average Coupon.....	3.6709412%
Net Interest Cost (NIC).....	2.8202395%
True Interest Cost (TIC).....	2.6877902%
Bond Yield for Arbitrage Purposes.....	2.4699283%
All Inclusive Cost (AIC).....	2.7775678%
IRS Form 8038	
Net Interest Cost.....	2.5231274%
Weighted Average Maturity.....	8.792 Years

City of Troy
Golf Course Refunding Bonds, Series 2012
(Limited Tax - General Obligation)
[Refund All Bonds]

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings	Fiscal Total
05/15/2012	-	-	-	-	-
06/01/2012	16,508.89	16,508.89	232,600.00	216,091.11	-
12/01/2012	810,725.00	810,725.00	632,600.00	(178,125.00)	37,966.11
06/01/2013	179,475.00	179,475.00	224,000.00	44,525.00	-
12/01/2013	629,475.00	629,475.00	624,000.00	(5,475.00)	39,050.00
06/01/2014	174,975.00	174,975.00	221,250.00	46,275.00	-
12/01/2014	674,975.00	674,975.00	671,250.00	(3,725.00)	42,550.00
06/01/2015	169,975.00	169,975.00	210,000.00	40,025.00	-
12/01/2015	709,975.00	709,975.00	710,000.00	25.00	40,050.00
06/01/2016	159,175.00	159,175.00	199,000.00	39,825.00	-
12/01/2016	699,175.00	699,175.00	699,000.00	(175.00)	39,650.00
06/01/2017	148,375.00	148,375.00	187,750.00	39,375.00	-
12/01/2017	688,375.00	688,375.00	687,750.00	(625.00)	38,750.00
06/01/2018	137,575.00	137,575.00	176,500.00	38,925.00	-
12/01/2018	772,575.00	772,575.00	776,500.00	3,925.00	42,850.00
06/01/2019	124,875.00	124,875.00	162,625.00	37,750.00	-
12/01/2019	759,875.00	759,875.00	762,625.00	2,750.00	40,500.00
06/01/2020	112,175.00	112,175.00	148,375.00	36,200.00	-
12/01/2020	742,175.00	742,175.00	748,375.00	6,200.00	42,400.00
06/01/2021	99,575.00	99,575.00	133,750.00	34,175.00	-
12/01/2021	729,575.00	729,575.00	733,750.00	4,175.00	38,350.00
06/01/2022	86,975.00	86,975.00	118,750.00	31,775.00	-
12/01/2022	811,975.00	811,975.00	818,750.00	6,775.00	38,550.00
06/01/2023	72,475.00	72,475.00	101,250.00	28,775.00	-
12/01/2023	787,475.00	787,475.00	801,250.00	13,775.00	42,550.00
06/01/2024	58,175.00	58,175.00	83,750.00	25,575.00	-
12/01/2024	868,175.00	868,175.00	883,750.00	15,575.00	41,150.00
06/01/2025	41,975.00	41,975.00	63,750.00	21,775.00	-
12/01/2025	846,975.00	846,975.00	863,750.00	16,775.00	38,550.00
06/01/2026	25,875.00	25,875.00	43,750.00	17,875.00	-
12/01/2026	870,875.00	870,875.00	893,750.00	22,875.00	40,750.00
06/01/2027	13,200.00	13,200.00	22,500.00	9,300.00	-
12/01/2027	893,200.00	893,200.00	922,500.00	29,300.00	38,600.00
Total	\$13,916,933.89	\$13,916,933.89	\$14,559,200.00	\$642,266.11	-

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	538,195.26
Net PV Cashflow Savings @ 2.470%(Bond Yield).....	538,195.26
Contingency or Rounding Amount.....	4,301.83
Net Present Value Benefit.....	\$542,497.09
Net PV Benefit / \$9,900,000 Refunded Principal.....	5.480%

Refunding Bond Information

Refunding Dated Date.....	5/15/2012
Refunding Delivery Date.....	5/15/2012

City of Troy
Golf Course Refunding Bonds, Series 2012
(Limited Tax - General Obligation)
[Refund All Bonds]

Proof of Premium Bond Selection of Call Dates/Prices

Maturity	Call Date	Call Price	PV at Bond Yield	Lowest?
12/01/2022	-	-	827,433.08	No
12/01/2022	12/01/2021	100.000%	818,817.03	Yes
12/01/2023	-	-	824,311.36	No
12/01/2023	12/01/2021	100.000%	807,523.00	Yes
12/01/2024	-	-	943,000.26	No
12/01/2024	12/01/2021	100.000%	914,816.26	Yes
12/01/2025	-	-	946,066.84	No
12/01/2025	12/01/2021	100.000%	909,169.25	Yes

City of Troy
Golf Course Refunding Bonds, Series 2012
(Limited Tax - General Obligation)
[Refund All Bonds]

Proof of D/S for Arbitrage Purposes

Date	Principal	Interest	Total
05/15/2012	-	-	-
06/01/2012	-	16,508.89	16,508.89
12/01/2012	625,000.00	185,725.00	810,725.00
06/01/2013	-	179,475.00	179,475.00
12/01/2013	450,000.00	179,475.00	629,475.00
06/01/2014	-	174,975.00	174,975.00
12/01/2014	500,000.00	174,975.00	674,975.00
06/01/2015	-	169,975.00	169,975.00
12/01/2015	540,000.00	169,975.00	709,975.00
06/01/2016	-	159,175.00	159,175.00
12/01/2016	540,000.00	159,175.00	699,175.00
06/01/2017	-	148,375.00	148,375.00
12/01/2017	540,000.00	148,375.00	688,375.00
06/01/2018	-	137,575.00	137,575.00
12/01/2018	635,000.00	137,575.00	772,575.00
06/01/2019	-	124,875.00	124,875.00
12/01/2019	635,000.00	124,875.00	759,875.00
06/01/2020	-	112,175.00	112,175.00
12/01/2020	630,000.00	112,175.00	742,175.00
06/01/2021	-	99,575.00	99,575.00
12/01/2021	3,685,000.00	99,575.00	3,784,575.00
06/01/2022	-	25,875.00	25,875.00
12/01/2022	-	25,875.00	25,875.00
06/01/2023	-	25,875.00	25,875.00
12/01/2023	-	25,875.00	25,875.00
06/01/2024	-	25,875.00	25,875.00
12/01/2024	-	25,875.00	25,875.00
06/01/2025	-	25,875.00	25,875.00
12/01/2025	-	25,875.00	25,875.00
06/01/2026	-	25,875.00	25,875.00
12/01/2026	845,000.00	25,875.00	870,875.00
06/01/2027	-	13,200.00	13,200.00
12/01/2027	880,000.00	13,200.00	893,200.00
Total	\$10,505,000.00	\$3,099,733.89	\$13,604,733.89

City of Troy
Golf Course Refunding Bonds, Series 2012
(Limited Tax - General Obligation)
[Refund All Bonds]

Proof Of Bond Yield @ 2.4699283%

Date	Cashflow	PV Factor	Present Value	Cumulative PV
05/15/2012	-	1.0000000x	-	-
06/01/2012	16,508.89	0.9989096x	16,490.89	16,490.89
12/01/2012	810,725.00	0.9867239x	799,961.72	816,452.61
06/01/2013	179,475.00	0.9746869x	174,931.92	991,384.53
12/01/2013	629,475.00	0.9627967x	606,056.43	1,597,440.96
06/01/2014	174,975.00	0.9510515x	166,410.24	1,763,851.20
12/01/2014	674,975.00	0.9394496x	634,105.03	2,397,956.23
06/01/2015	169,975.00	0.9279893x	157,734.98	2,555,691.21
12/01/2015	709,975.00	0.9166688x	650,811.92	3,206,503.13
06/01/2016	159,175.00	0.9054864x	144,130.79	3,350,633.92
12/01/2016	699,175.00	0.8944403x	625,370.32	3,976,004.24
06/01/2017	148,375.00	0.8835291x	131,093.63	4,107,097.86
12/01/2017	688,375.00	0.8727509x	600,779.90	4,707,877.77
06/01/2018	137,575.00	0.8621042x	118,603.99	4,826,481.76
12/01/2018	772,575.00	0.8515874x	657,915.16	5,484,396.91
06/01/2019	124,875.00	0.8411989x	105,044.72	5,589,441.63
12/01/2019	759,875.00	0.8309371x	631,408.36	6,220,849.99
06/01/2020	112,175.00	0.8208006x	92,073.30	6,312,923.30
12/01/2020	742,175.00	0.8107876x	601,746.30	6,914,669.60
06/01/2021	99,575.00	0.8008968x	79,749.30	6,994,418.90
12/01/2021	3,784,575.00	0.7911267x	2,994,078.33	9,988,497.22
06/01/2022	25,875.00	0.7814758x	20,220.69	10,008,717.91
12/01/2022	25,875.00	0.7719425x	19,974.01	10,028,691.92
06/01/2023	25,875.00	0.7625256x	19,730.35	10,048,422.27
12/01/2023	25,875.00	0.7532236x	19,489.66	10,067,911.93
06/01/2024	25,875.00	0.7440350x	19,251.91	10,087,163.84
12/01/2024	25,875.00	0.7349585x	19,017.05	10,106,180.89
06/01/2025	25,875.00	0.7259928x	18,785.06	10,124,965.95
12/01/2025	25,875.00	0.7171364x	18,555.90	10,143,521.86
06/01/2026	25,875.00	0.7083881x	18,329.54	10,161,851.40
12/01/2026	870,875.00	0.6997465x	609,391.69	10,771,243.09
06/01/2027	13,200.00	0.6912103x	9,123.98	10,780,367.07
12/01/2027	893,200.00	0.6827782x	609,857.48	11,390,224.55
Total	\$13,604,733.89		\$11,390,224.55	

Derivation Of Target Amount

Par Amount of Bonds.....	\$10,505,000.00
Reoffering Premium or (Discount).....	885,224.55
Original Issue Proceeds.....	\$11,390,224.55

City of Troy
Golf Course Refunding Bonds, Series 2012
(Limited Tax - General Obligation)
[Refund All Bonds]

Proof of Premium Bond Yield Rule

Maturity Date	12/01/2022
Bond Type	Coupon
PRICE SUMMARY	
Price to Maturity.....	113.0350000%
Price to Call (12/01/2021).....	111.9440000%
Lowest Price.....	111.9440000%
CRITERIA 1	
First Available Call Date.....	12/01/2021
Delivery Date.....	5/15/2012
Years to First Call.....	9.544 Years
Yield to Maturity.....	2.6912833%
Yield to Call.....	2.5800000%
Callable in 5 years and (YTM-YTC) gt/eq 0.125%.....	No
CRITERIA 2	
Original Issue Premium.....	11.9440000%
Integer Years to First Call.....	9.000 Years
25% * Years to Call.....	2.250 Years
OIP > 25% * Years to Call?.....	Yes
CRITERIA 3	
Stepped Coupon?.....	No
Price to Call Less than Price to Maturity?.....	Yes
Yield to Call Adjustment Necessary?.....	Yes

City of Troy
Golf Course Refunding Bonds, Series 2012
(Limited Tax - General Obligation)
[Refund All Bonds]

Proof of Premium Bond Yield Rule

Maturity Date	12/01/2023
Bond Type	Coupon
PRICE SUMMARY	
Price to Maturity.....	112.7130000%
Price to Call (12/01/2021).....	110.7830000%
Lowest Price.....	110.7830000%
CRITERIA 1	
First Available Call Date.....	12/01/2021
Delivery Date.....	5/15/2012
Years to First Call.....	9.544 Years
Yield to Maturity.....	2.8944297%
Yield to Call.....	2.7100000%
Callable in 5 years and (YTM-YTC) gt/eq 0.125%.....	No
CRITERIA 2	
Original Issue Premium.....	10.7830000%
Integer Years to First Call.....	9.000 Years
25% * Years to Call.....	2.250 Years
OIP > 25% * Years to Call?.....	Yes
CRITERIA 3	
Stepped Coupon?.....	No
Price to Call Less than Price to Maturity?.....	Yes
Yield to Call Adjustment Necessary?.....	Yes

City of Troy
Golf Course Refunding Bonds, Series 2012
(Limited Tax - General Obligation)
[Refund All Bonds]

Proof of Premium Bond Yield Rule

Maturity Date	12/01/2024
Bond Type	Coupon
PRICE SUMMARY	
Price to Maturity.....	112.3930000%
Price to Call (12/01/2021).....	109.8120000%
Lowest Price.....	109.8120000%
CRITERIA 1	
First Available Call Date.....	12/01/2021
Delivery Date.....	5/15/2012
Years to First Call.....	9.544 Years
Yield to Maturity.....	3.0525287%
Yield to Call.....	2.8200000%
Callable in 5 years and (YTM-YTC) gt/eq 0.125%.....	No
CRITERIA 2	
Original Issue Premium.....	9.8120000%
Integer Years to First Call.....	9.000 Years
25% * Years to Call.....	2.250 Years
OIP > 25% * Years to Call?.....	Yes
CRITERIA 3	
Stepped Coupon?.....	No
Price to Call Less than Price to Maturity?.....	Yes
Yield to Call Adjustment Necessary?.....	Yes

City of Troy
Golf Course Refunding Bonds, Series 2012
(Limited Tax - General Obligation)
[Refund All Bonds]

Proof of Premium Bond Yield Rule

Maturity Date	12/01/2025
Bond Type	Coupon
PRICE SUMMARY	
Price to Maturity.....	112.0090000%
Price to Call (12/01/2021).....	108.9380000%
Lowest Price.....	108.9380000%
CRITERIA 1	
First Available Call Date.....	12/01/2021
Delivery Date.....	5/15/2012
Years to First Call.....	9.544 Years
Yield to Maturity.....	3.1824166%
Yield to Call.....	2.9200000%
Callable in 5 years and (YTM-YTC) gt/eq 0.125%.....	No
CRITERIA 2	
Original Issue Premium.....	8.9380000%
Integer Years to First Call.....	9.000 Years
25% * Years to Call.....	2.250 Years
OIP > 25% * Years to Call?.....	Yes
CRITERIA 3	
Stepped Coupon?.....	No
Price to Call Less than Price to Maturity?.....	Yes
Yield to Call Adjustment Necessary?.....	Yes

City of Troy
Golf Course Refunding Bonds, Series 2012
(Limited Tax - General Obligation)
[Refund All Bonds]

Derivation Of Form 8038 Yield Statistics

Maturity	Issuance Value	Price	Issuance Price	Exponent	Bond Years
05/15/2012	-	-	-	-	-
12/01/2012	625,000.00	100.896%	630,600.00	0.5444444x	343,326.67
12/01/2013	450,000.00	102.304%	460,368.00	1.5444444x	711,012.80
12/01/2014	500,000.00	103.504%	517,520.00	2.5444444x	1,316,800.89
12/01/2015	540,000.00	110.901%	598,865.40	3.5444444x	2,122,645.14
12/01/2016	540,000.00	113.152%	611,020.80	4.5444444x	2,776,750.08
12/01/2017	540,000.00	114.859%	620,238.60	5.5444444x	3,438,878.46
12/01/2018	635,000.00	114.922%	729,754.70	6.5444444x	4,775,839.09
12/01/2019	635,000.00	114.467%	726,865.45	7.5444444x	5,483,796.01
12/01/2020	630,000.00	113.866%	717,355.80	8.5444444x	6,129,406.78
12/01/2021	630,000.00	113.301%	713,796.30	9.5444444x	6,812,789.13
12/01/2022	725,000.00	111.944%	811,594.00	10.5444444x	8,557,807.84
12/01/2023	715,000.00	110.783%	792,098.45	11.5444444x	9,144,336.55
12/01/2024	810,000.00	109.812%	889,477.20	12.5444444x	11,157,997.32
12/01/2025	805,000.00	108.938%	876,950.90	13.5444444x	11,877,812.75
12/01/2026	845,000.00	98.835%	835,155.75	14.5444444x	12,146,876.41
12/01/2027	880,000.00	97.564%	858,563.20	15.5444444x	13,345,887.96
Total	\$10,505,000.00	-	\$11,390,224.55	-	\$100,141,963.88

IRS Form 8038

Weighted Average Maturity = Bond Years/Issue Price.....	8.792 Years
Total Interest from Debt Service.....	3,411,933.89
Reoffering (Premium) or Discount.....	(885,224.55)
Total Interest.....	2,526,709.34
NIC = Interest / (Issue Price * Average Maturity).....	2.5231274%
Bond Yield for Arbitrage Purposes.....	2.4699283%

City of Troy
Golf Course Refunding Bonds, Series 2012
(Limited Tax - General Obligation)
[Refund All Bonds]

Summary Of Bonds Refunded

Issue	Maturity	Type	of Bond	Coupon	Maturity Value	Call Date	Call Price
Dated 7/01/2002 Delivered 7/01/2002							
Series 2002 (Golf Course)	12/01/2012	Serial	Coupon	4.300%	400,000	-	-
Series 2002 (Golf Course)	12/01/2013	Serial	Coupon	1.375%	400,000	-	-
Series 2002 (Golf Course)	12/01/2014	Serial	Coupon	5.000%	450,000	-	-
Series 2002 (Golf Course)	12/01/2015	Serial	Coupon	4.400%	500,000	12/01/2014	100.500%
Series 2002 (Golf Course)	12/01/2016	Serial	Coupon	4.500%	500,000	12/01/2014	100.500%
Series 2002 (Golf Course)	12/01/2017	Serial	Coupon	4.500%	500,000	12/01/2014	100.500%
Series 2002 (Golf Course)	12/01/2018	Serial	Coupon	4.625%	600,000	12/01/2014	100.500%
Series 2002 (Golf Course)	12/01/2019	Serial	Coupon	4.750%	600,000	12/01/2014	100.500%
Series 2002 (Golf Course)	12/01/2020	Serial	Coupon	4.875%	600,000	12/01/2014	100.500%
Series 2002 (Golf Course)	12/01/2021	Serial	Coupon	5.000%	600,000	12/01/2014	100.500%
Series 2002 (Golf Course)	12/01/2022	Serial	Coupon	5.000%	700,000	12/01/2014	100.500%
Series 2002 (Golf Course)	12/01/2023	Serial	Coupon	5.000%	700,000	12/01/2014	100.500%
Series 2002 (Golf Course)	12/01/2024	Term 1	Coupon	5.000%	800,000	12/01/2014	100.500%
Series 2002 (Golf Course)	12/01/2025	Term 1	Coupon	5.000%	800,000	12/01/2014	100.500%
Series 2002 (Golf Course)	12/01/2026	Term 2	Coupon	5.000%	850,000	12/01/2014	100.500%
Series 2002 (Golf Course)	12/01/2027	Term 2	Coupon	5.000%	900,000	12/01/2014	100.500%
Subtotal	-	-	-	-	\$9,900,000	-	-
Total	-	-	-	-	\$9,900,000	-	-

City of Troy
Golf Course Refunding Bonds, Series 2012
(Limited Tax - General Obligation)
[Refund All Bonds]

Debt Service To Maturity And To Call

Date	Refunded Bonds	Premium	Interest to Call	D/S To Call	Principal	Interest	Refunded D/S	Fiscal Total
06/01/2012	-	-	232,600.00	232,600.00	-	232,600.00	232,600.00	-
12/01/2012	400,000.00	-	232,600.00	632,600.00	400,000.00	232,600.00	632,600.00	865,200.00
06/01/2013	-	-	224,000.00	224,000.00	-	224,000.00	224,000.00	-
12/01/2013	400,000.00	-	224,000.00	624,000.00	400,000.00	224,000.00	624,000.00	848,000.00
06/01/2014	-	-	221,250.00	221,250.00	-	221,250.00	221,250.00	-
12/01/2014	9,100,000.00	43,250.00	221,250.00	9,364,500.00	450,000.00	221,250.00	671,250.00	892,500.00
06/01/2015	-	-	-	-	-	210,000.00	210,000.00	-
12/01/2015	-	-	-	-	500,000.00	210,000.00	710,000.00	920,000.00
06/01/2016	-	-	-	-	-	199,000.00	199,000.00	-
12/01/2016	-	-	-	-	500,000.00	199,000.00	699,000.00	898,000.00
06/01/2017	-	-	-	-	-	187,750.00	187,750.00	-
12/01/2017	-	-	-	-	500,000.00	187,750.00	687,750.00	875,500.00
06/01/2018	-	-	-	-	-	176,500.00	176,500.00	-
12/01/2018	-	-	-	-	600,000.00	176,500.00	776,500.00	953,000.00
06/01/2019	-	-	-	-	-	162,625.00	162,625.00	-
12/01/2019	-	-	-	-	600,000.00	162,625.00	762,625.00	925,250.00
06/01/2020	-	-	-	-	-	148,375.00	148,375.00	-
12/01/2020	-	-	-	-	600,000.00	148,375.00	748,375.00	896,750.00
06/01/2021	-	-	-	-	-	133,750.00	133,750.00	-
12/01/2021	-	-	-	-	600,000.00	133,750.00	733,750.00	867,500.00
06/01/2022	-	-	-	-	-	118,750.00	118,750.00	-
12/01/2022	-	-	-	-	700,000.00	118,750.00	818,750.00	937,500.00
06/01/2023	-	-	-	-	-	101,250.00	101,250.00	-
12/01/2023	-	-	-	-	700,000.00	101,250.00	801,250.00	902,500.00
06/01/2024	-	-	-	-	-	83,750.00	83,750.00	-
12/01/2024	-	-	-	-	800,000.00	83,750.00	883,750.00	967,500.00
06/01/2025	-	-	-	-	-	63,750.00	63,750.00	-
12/01/2025	-	-	-	-	800,000.00	63,750.00	863,750.00	927,500.00
06/01/2026	-	-	-	-	-	43,750.00	43,750.00	-
12/01/2026	-	-	-	-	850,000.00	43,750.00	893,750.00	937,500.00
06/01/2027	-	-	-	-	-	22,500.00	22,500.00	-
12/01/2027	-	-	-	-	900,000.00	22,500.00	922,500.00	945,000.00
Total	\$9,900,000.00	\$43,250.00	\$1,355,700.00	\$11,298,950.00	\$9,900,000.00	\$4,659,200.00	\$14,559,200.00	-

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation.....	5/15/2012
Average Life.....	9.171 Years
Average Coupon.....	5.1318427%
Weighted Average Maturity (Par Basis).....	9.171 Years

Refunding Bond Information

Refunding Dated Date.....	5/15/2012
Refunding Delivery Date.....	5/15/2012

City of Troy
Golf Course Refunding Bonds, Series 2012
(Limited Tax - General Obligation)
[Refund All Bonds]

Escrow Fund Cashflow

Date	Principal	Rate	Interest	Receipts	Disbursements	Cash Balance
05/15/2012	-	-	-	0.72	-	0.72
06/01/2012	232,600.00	-	-	232,600.00	232,600.00	0.72
12/01/2012	614,077.00	0.130%	18,522.85	632,599.85	632,600.00	0.57
06/01/2013	207,452.00	0.170%	16,548.17	224,000.17	224,000.00	0.74
12/01/2013	607,628.00	0.220%	16,371.84	623,999.84	624,000.00	0.58
06/01/2014	205,546.00	0.270%	15,703.45	221,249.45	221,250.00	0.03
12/01/2014	9,349,074.00	0.330%	15,425.97	9,364,499.97	9,364,500.00	-
Total	\$11,216,377.00	-	\$82,572.28	\$11,298,950.00	\$11,298,950.00	-

Investment Parameters

Investment Model [PV, GIC, or Securities].....	Securities
Default investment yield target.....	Bond Yield
Cash Deposit.....	0.72
Cost of Investments Purchased with Bond Proceeds.....	11,216,377.00
Total Cost of Investments.....	\$11,216,377.72
Target Cost of Investments at bond yield.....	\$10,683,559.24
Actual positive or (negative) arbitrage.....	(532,818.48)
Yield to Receipt.....	0.3211678%
Yield for Arbitrage Purposes.....	2.4699283%
State and Local Government Series (SLGS) rates for.....	3/06/2012



CITY COUNCIL ACTION REPORT

March 27, 2012

TO: John Szerlag, City Manager

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

SUBJECT: Approval of Cost Participation Agreement for the Resurfacing of 14 Mile Road, from Campbell to Stephenson – Project No. 12.104.6

Recommendation:

Staff recommends that City Council approve the attached Cost Participation Agreement between the City of Troy and the Board of Road Commissioners for Oakland County (Board) for the resurfacing of 14 Mile Road, from Campbell to Stephenson Highway at an estimated cost to the City of Troy of \$125,000. Furthermore, staff recommends that the Mayor and City Clerk be authorized to execute the agreements.

Background:

The project will provide for a resurfacing of 14 Mile Road, from Campbell to Stephenson. The project also includes pedestrian crosswalk upgrades to comply with the Americans with Disabilities Act (ADA).

The project will be bid through the Michigan Department of Transportation (MDOT) in June. Construction is anticipated to start in mid-July and be open to traffic in September.

Financial Considerations:

The estimated project cost is \$1,175,000. Federal funds in the amount of \$867,000 are available for the project. The local share of \$308,000 is split between Troy and the Board in accordance with Exhibit A of the agreement. The City of Troy share of the project is estimated at \$125,000.

The total actual local match will be determined from the records of the Board upon completion of the State financial audits of the project and a final determination of the total federal funds used on the project. Final adjustments in the financial obligations of the parties will be made upon completion of the required audits.

Funds for this work are available in the 2011-12 Major Road Fund and also in the proposed 2012-13 Major Road Fund.

Legal Considerations:

The format and content of the agreement is consistent with previously approved Cost Participation Agreements between the city and Board as approved by the Legal Department and City Council.

William J Huotari

From: Julie Enders [jenders@rcoc.org]
Sent: Tuesday, March 27, 2012 2:57 PM
To: William J Huotari
Subject: Cost Participation Agreement for Fourteen Mile Road
Attachments: Project No. 50891 - Fourteen Mile Road.pdf

Hi Bill,

Attached is the cost participation agreement for the above referenced project.

Please print two copies and arrange for signatures on both sets but do not date. The signed agreements should be returned to my attention as soon as possible. Our Board will return a fully executed original to you after their action.

Please reply to this email to confirm your receipt of the agreements.

If you have any questions, please feel free to call me.

Thanks,

Julie Enders - Engineering Aide
Road Commission for Oakland County
Programming Division/
Engineering Department
31001 Lahser Road
Beverly Hills, MI 48025
Office: 248.645.2000 ext. 2213 ~~ Fax: 248.645.0618

COST PARTICIPATION AGREEMENT
CONSTRUCTION
Fourteen Mile Road
Campbell Road to Stephenson Highway
City of Troy
Board Project No. 50891

This Agreement, made and entered into this _____ day of _____, 2012, by and between the Board of Road Commissioners for the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Troy, hereinafter referred to as the COMMUNITY, provides as follows:

WHEREAS, the BOARD and the COMMUNITY, in cooperation with the Michigan Department of Transportation, hereinafter referred to as MDOT, have programmed the resurfacing of Fourteen Mile Road from Campbell Road to Stephenson Highway, as described in Exhibit "A", attached hereto, and made a part hereof, which improvements involve roads under the jurisdiction of the BOARD and within the COMMUNITY, which improvements are hereinafter referred to as the PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is \$1,175,000; and

WHEREAS, the BOARD will enter into a contract with MDOT for partial funding of the PROJECT with federal program dollars under the Federal Surface Transportation Program Fund in the amount of \$867,000; and

WHEREAS, the BOARD, as the requesting party therein, will be the party financially responsible to MDOT to bear all costs of the PROJECT in excess of federal funds, hereinafter referred to as the LOCAL MATCH; and

WHEREAS, all the parties hereto have reached a mutual understanding regarding the cost sharing for the LOCAL MATCH and wish to commit that understanding to writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law, it is hereby agreed between the COMMUNITY and the BOARD that:

1. The COMMUNITY approves of the PROJECT, declares its public necessity, and authorizes the BOARD and MDOT to perform or cause to be performed, and complete the PROJECT along with all administration in reference thereto.
2. The PROJECT shall include total payments to the contractor.
3. The estimated total LOCAL MATCH is \$308,000 and shall be shared as follows:
 - a. The BOARD shall contribute \$183,000 toward the LOCAL MATCH.
 - b. The COMMUNITY shall contribute \$125,000 toward the LOCAL MATCH.
 - c. Any PROJECT costs above the estimated \$308,000 LOCAL MATCH shall be the responsibility of the BOARD.
4. Upon execution of this agreement, the BOARD shall submit an invoice to the COMMUNITY in the amount of \$62,500 (being 50% of the COMMUNITY'S contribution).
5. As costs of the PROJECT are incurred, the BOARD shall invoice the COMMUNITY for the remaining 50% of the COMMUNITY'S total contribution, not to exceed \$62,500.
6. The total actual LOCAL MATCH will be determined from the records of the BOARD upon completion of State financial audits of the PROJECT and a final determination of the total federal funds used on the PROJECT. Final adjustments in the financial obligations of the parties hereto will be made upon completion of the required audits.
7. Upon receipt of said invoice(s), the COMMUNITY shall pay to the BOARD the full amount thereof, within thirty (30) days of such receipt.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first written above.

**BOARD OF ROAD COMMISSIONERS FOR THE
COUNTY OF OAKLAND
A Public Body Corporate**

By _____

Its _____

CITY OF TROY

By _____

Its _____

By _____

Its _____

EXHIBIT A

Fourteen Mile Road
Campbell Road to Stephenson Highway
City of Troy
Board Project No. 50891

Resurfacing of Fourteen Mile Road from Campbell Road to Stephenson Highway.

ESTIMATED PROJECT COST

Contractor Payments	\$1,175,000
Less Federal Funds	(\$867,000)
Total Estimated Local Share	<u>\$308,000</u>

COST PARTICIPATION BREAKDOWN

	COMMUNITY	BOARD	TOTAL
Contribution	\$125,000	\$183,000	\$308,000
TOTAL SHARES	\$125,000	\$183,000	\$308,000

Council Member Fleming performed the Invocation. The Pledge of Allegiance to the Flag was given.

A. CALL TO ORDER:

A Regular Meeting of the Troy City Council was held Monday, March 19, 2012, at City Hall, 500 W. Big Beaver Rd. Mayor Daniels called the meeting to order at 7:31 PM.

B. ROLL CALL:

Mayor Janice Daniels
 Jim Campbell
 Wade Fleming
 Dave Henderson
 Maureen McGinnis
 Dane Slater
 Doug Tietz

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 Proclamation Celebrating Shield's Restaurant and Pizzeria 20th Anniversary

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:

E-1 No Public Hearings

F. PUBLIC COMMENT:

Ciepielowski, Leonette	Spoke on behalf of the Troy Youth Assistance.
Schilling, Louise	Spoke about the South Oakland County Mayor's Dinner and a letter written by Mayor Daniels.
Walters, Roger	Spoke about Boyd Street issues.
Walters, June	Spoke about Boyd Street issues.
Geiger, M.L.	Spoke about Item J-7 Michigan Department of Natural Resources Canada Goose Roundup and Nest Destruction Programs.
Anesi, Jen	Invited City Council to a discussion on education to be held at the Troy Chamber of Commerce on March 20, 2012, from 1-3 PM.
Peters, Richard	Spoke encouraging voters not to support any recall efforts.
McDonald, Sharon,	Spoke about a letter written by Mayor Daniels.
Baxi, Minesh	Spoke regarding the recall of Mayor Daniels.
Kajma, Linda	Spoke about misinformation on Mayor Daniels website.
Abraham, Edna	Read a letter to the Mayor and City Council on behalf of TRUST.
Bernardi, Maryann	Spoke against negative comments directed toward Mayor Daniels.
Wilsher, Cynthia	Spoke in response to public comments made earlier during the meeting.

Watts, Ray	Spoke in support of Mayor Daniels
Haddad, Tony	Spoke in response to reasons for the recall
Schepke, Gordon	Spoke about partisan politics and bullying behaviors.
Student from Troy High	Spoke on behalf of Build On
Student from Troy High	Encourages people to emphasize positive, rather than negative issues.
Cherasaro, Nicholas	Spoke about a letter written by Mayor Daniels.

The meeting **RECESSED** at 8:40 PM.

The meeting **RECONVENED** at 8:47 PM.

G. RESPONSE / REPLY TO PUBLIC COMMENT

H. POSTPONED ITEMS:

H-1 No Postponed Items

I. REGULAR BUSINESS:

I-1 Board and Committee Appointments: a) Mayoral Appointments – None; b) City Council Appointments – Historic District Commission; Traffic Committee

a) Mayoral Appointments - None

b) City Council Appointments

Resolution #2012-03-062

Moved by McGinnis

Seconded by Campbell

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

Historic District Commission

Appointed by Council

7 Regular Members

3 Year Term

Term Expires: 07/31/2013

Hugh Stephen Doyle

Term currently held by: Brian Wattles

Term Expires: 03/01/2014

Barbara Chambers

Term currently held by: Barbara Chambers

Term Expires: 03/01/2014

Padma Kuppa

Term currently held by: Sabah Jihad

Traffic Committee

Appointed by Council
7 Regular Members
3 Year Term

Term Expires: 01/31/2015

David Ogg

Term currently held by: Gordon Schepke (Appt'd to
Planning Commission)

Term Expires: 01/31/2015

Lawrence Ted Halsey

Term currently held by: Lawrence Ted Halsey

Yes: All-7
No: None

MOTION CARRIED

I-2 Board and Committee Nominations: a) Mayoral Nominations - None; b) City Council Nominations: None

a) **Mayoral Nominations - None**

b) **City Council Nominations – None**

I-3 No Closed Session

I-4 Interlocal Agreement for Participation in the Oakland County Law Enforcement – Tactical Training Consortium (Oak-TAC)

Resolution #2012-03-063
Moved by Slater
Seconded by Fleming

WHEREAS, The Oakland County Law Enforcement – Tactical Training Consortium (Oak-TAC) is an organization established to coordinate a countywide training initiative to prepare Oakland County in the event of a major incident requiring a mutual aid response; and

WHEREAS, In order to participate in Oak-TAC, approval of the Inter-Local Agreement between the City of Troy and Oakland County, the City of Auburn Hills, the City of Bloomfield Hills, the City of Farmington Hills, the City of Ferndale, the City of Novi, the City of Oak Park, and the City of Royal Oak is required;

NOW THEREFORE, BE IT RESOLVED, That the attached Inter-Local Agreement for the Oakland County Law Enforcement – Tactical Training Consortium between the City of Troy and Oakland County, the City of Auburn Hills, the City of Bloomfield Hills, the City of Farmington Hills, the City of Ferndale, the City of Novi, the City of Oak Park, and the City of Royal Oak is hereby **APPROVED**.

BE IT FURTHER RESOLVED, That the Mayor and City Clerk are **AUTHORIZED** to sign the Inter-Local Agreement on behalf of 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 #2012-03-064

Moved by Fleming

Seconded by McGinnis

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

Yes: All-7

No: None

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

J-2 Approval of City Council Minutes

Resolution #2012-03-064-J-2

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

- a) Regular City Council Meeting of March 5, 2012

J-3 Proposed City of Troy Proclamations:

- a) Proclamation Celebrating Shield’s Restaurant and Pizzeria 20th Anniversary

J-4 Standard Purchasing Resolutions: None

J-5 Request for Recognition as a Nonprofit Organization Status from Daniel Mukomel – Troy Community Softball Association

Resolution #2012-03-064-J-5

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

J-6 Troy Racquet Club Rates

Resolution #2012-03-064-J-6

RESOLVED, That Troy City Council hereby **APPROVES** the Troy Racquet Club rates for the 2012-2013 season as indicated in the report from the Recreation Department dated March 9, 2012, 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-7 Michigan Department of Natural Resources Canada Goose Roundup and Nest Destruction Programs

Resolution #2012-03-064-J-7

WHEREAS, The City of Troy City Council has received complaints of overpopulation of Canada geese inhabiting various locations within the City of Troy; and,

WHEREAS, The City of Troy City Council has determined that the DNR Canada Goose Nest Destruction Program and/or Roundup/Removal Program are effective program(s) for the control of site specific problems for our residents; and,

WHEREAS, The residents clearly understand that any birds removed and relocated during this program may be killed; and,

WHEREAS, The residents, lake associations, businesses, subdivisions, condo associations etc., must apply for a DNR Permit for these program(s), on an annual basis, and must ensure that all lakefront residents, tenants, employees of this site, have been informed that this program is taking place at their lake/site, and understand if their site is located within more than one government unit, they are responsible to receive resolutions from each township/city/village, and are responsible for adhering to the requirements under their permit;

NOW, THEREFORE LET IT BE RESOLVED, That Troy City Council hereby formally **REQUESTS** the assistance of the Michigan DNR on behalf of the requests made in the City of Troy by any/all subdivision, condo associations, apartments, businesses, lake associations, etc., as long as they abide by the DNR permit requirements, in the implementation of the Canada Goose Nest Destruction Program and/or Roundup/Removal Program, for a 5-year period from 2012 through 2016 and additionally, to advise the DNR that there shall be no cost to the City of Troy for these programs.

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 Advanced

M. COUNCIL COMMENTS

M-1 No Council Comments Advanced

N. REPORTS

N-1 Minutes – Boards and Committees:

- a) Animal Control Appeal Board-Final-November 30, 2010
 - b) Liquor Advisory Committee-Final-February 13, 2012
 - c) Planning Commission-Special-Draft-February 28, 2012
 - d) Planning Commission-Special-Final-February 28, 2012
- Noted and Filed
-

N-2 Department Reports:

- a) Travel Expense Report – MML Elected Official Academy – Council Member Campbell
 - b) Building Department Activity Report – February, 2012
- Noted and Filed
-

N-3 Letters of Appreciation:

- a) Letter of Appreciation to John Szerlag from Shelly Lauer Regarding Assistance Received from Mitch Grusnick
 - b) Letter of Appreciation to Chief Mayer from Oakland County Assistant Prosecuting Attorney Peter Menna Thanking Officer Garcher and Officer LaForest
 - c) Letter of Appreciation to Chief Mayer from Chelsea Police Chief Toth Thanking Officer Shuler, Officer Gobler and Officer Brazel
- Noted and Filed
-

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

N-5 Big Beaver Corridor

Noted and Filed

N-6 Chapter 98 Firearm Regulations

Noted and Filed

O. STUDY ITEMS

O-1 No Study Items

P. CLOSED SESSION:

P-1 No Closed Session

Q. ADJOURNMENT

The meeting **ADJOURNED** at 8:57 PM.

Mayor Janice Daniels

M. Aileen Bittner, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

March 19, 2012

TO: John Szerlag, City Manager

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

SUBJECT: Standard Purchasing Resolution 1: Award To Low Bidder –
Hauling and Disposal of Dirt and Debris

Background

On February 2, 2012, bid proposals were received electronically to provide one-year requirements of Hauling and Disposal of Dirt and Debris with an option to renew for one additional year. 74 vendors were notified of the bid opportunity via the MITN website, www.mitn.info with eight (8) on-line bid responses received. Bedrock Express LTD of Ortonville, MI is the low bidder for all items to be hauled under this contract.

ITB-COT 12-01, Hauling & Disposal of Dirt & Debris was competitively bid as required by City Charter and Code. The award is contingent upon contractor's submission of properly executed insurance certificates, and all other specified requirements.

Recommendation

City management recommends awarding a contract for Hauling & Disposal of Dirt & Debris, to the low bidder, Bedrock Express LTD of Ortonville, MI for an estimated total cost of \$58,840.00, at unit prices contained in the bid tabulation dated February 2, 2012, to expire March 31, 2013.

Fund Availability

Funds are available through the Public Works operating budgets for the Streets and Water Divisions

Prepared by: Marina Basta-Farouk, Project Construction Manager

G:\Bid Award 12-13 New Format\Award Standard Purchasing Resolution 1 HaulingDisposal\TB-COT 12-01.doc

VENDOR NAME: sl
 Electronic Bid

			Bedrock	Osburn	Ponzio
			Express Ltd	Industries, Inc	Construction LLC
ITEM	EST QTY(TONS)	DESCRIPTION	PRICE/ TON	PRICE/ TON	PRICE/ TON
1	2,000	Broken concrete with & without wire, possibly mixed w/fill dirt	\$ 4.24	\$ 4.50	\$ 7.39
2	1,000	Broken asphalt possibly mixed with fill dirt	\$ 4.24	\$ 7.00	\$ 10.39
3	7,000	Fill Dirt, material excavated from water and sewer repairs.	4.24	\$ 7.00	\$ 6.39
4	1,000	Catch basin sludge and street sweepings.	\$ 16.44	\$ 18.75	\$ 18.49
ESTIMATED TOTAL ALL ITEMS: (1 - 4)			\$ 58,840.00	\$ 83,750.00	\$ 88,390.00
PAYMENT TERMS:			2% disc pmt, net 10 days; 5% disc net credit card 24hrs	Net 30	Net 30 days
DELIVERY/START DATE:			W/I 48 hours	48 hours	upon award
MINIMUM ORDER:			50 Tons	50 Tons	No
REFERENCES: Y or N			Y	Y	Y
DISPOSAL SITE:			Riverview Highlands	Veolia / Arbor Hills	Riverview Landfill
APPROVED SITE EPA PERMIT #: Y or N			Y	Y	Y
48 HOUR SERVICE - Catch Basin Material			980 680 657	MIK 114185416	200410192
Can Meet			XX	XX	XX
Cannot Meet					
CONTACT INFORMATION:			8AM-5PM M-F	6AM-5PM M-Sat	5AM-5PM
Hrs of Operations			(810) 217-6324	(313) 363-8080	(586) 960-4142
24 Hr Phone #			38-2691219	38-6061972	45-1797086
Tax ID #					
SITE VISIT: Yes/No			Y	N	Y
Date			2011		1/31/2012
EXCEPTIONS:			None	Blank	Blank
ALL OR NONE AWARD -Box Ckd Y or N			Y	N	N
INSURANCE: Can Meet			XX	XX	XX
Cannot Meet					
EQUIPMENT LIST: Attached Y or N			Y	Y	Y

ATTEST:
 Susan Riesterer
 Marina Basta-Farouk
 Julie Hamilton

PROPOSAL: One (1) year requirements of Hauling and Disposal of Dirt and Debris with an Option to Renew for One (1) Additional Year

HIGHLIGHTED AREA DENOTES LOW BIDDER

Susan Leirstein CPPO CPPB
 Purchasing Director

VENDOR NAME:

Electronic Bid

Dales Disposal	Madalyn's Contracting LLC	Technical Logistic Corp
	Did Not Return Bid Proposal Forms	

ITEM	EST QTY(TONS)	DESCRIPTION	PRICE/ TON	PRICE/ TON	PRICE/ TON
1	2,000	Broken concrete with & without wire, possibly mixed w/fill dirt	\$ 9.75	\$ 10.00	\$ 17.50
2	1,000	Broken asphalt possibly mixed with fill dirt	\$ 9.75	\$ 10.00	\$ 17.50
3	7,000	Fill Dirt, material excavated from water and sewer repairs.	\$ 9.75	\$ 8.50	\$ 17.50
4	1,000	Catch basin sludge and street sweepings.	\$ 17.00	\$ 32.00	\$ 17.50
ESTIMATED TOTAL ALL ITEMS: (1 - 4)			\$ 114,500.00	\$ 121,500.00	\$ 192,500.00

PAYMENT TERMS:

DELIVERY/START DATE:

MINIMUM ORDER:

REFERENCES:

DISPOSAL SITE:

APPROVED SITE

EPA PERMIT #:

48 HOUR SERVICE - Catch Basin Material

CONTACT INFORMATION:

SITE VISIT:

EXCEPTIONS:

ALL OR NONE AWARD -Box Ckd

INSURANCE:

EQUIPMENT LIST:

Y or N

Y or N

Can Meet
Cannot Meet

Hrs of Operations
24 Hr Phone #
Tax ID #

Yes/No
Date

Y or N

Can Meet
Cannot Meet

Y or N

Net 30	Net 30	Net 30
ASAP	0% discount As specified	start 4/1/12
50 Tons	\$60,000	No
Y		Y
Riverview Land Preserve		Riverview Landfill
Y		Y
MID980680657		9307 / 399054
XX		XX
M-F 7AM-5:30PM		7AM-5PM M-F
(586) 524-1948		(734) 644-3581
20-8191810		38-3413000
Y		N
1/23/2012		
Blank		Blank
N		N
XX		XX
Y		Y

VENDOR NAME:

Electronic Bid

Trinity	Ellsworth	
Environmental	Industries	
Solutions	Did Not Return Bid Proposal Forms	

ITEM	EST QTY(TONS)	DESCRIPTION	PRICE/ TON	PRICE/ TON	PRICE/ TON
1	2,000	Broken concrete with & without wire, possibly mixed w/fill dirt	\$ 20.50	\$ 27.50	
2	1,000	Broken asphalt possibly mixed with fill dirt	\$ 20.50	\$ 27.50	
3	7,000	Fill Dirt, material excavated from water and sewer repairs.	\$ 20.50	\$ 27.50	
4	1,000	Catch basin sludge and street sweepings.	\$ 26.64	\$ 32.50	

ESTIMATED TOTAL ALL ITEMS: (1 - 4)

\$ 231,640.00	\$ 307,500.00	
---------------	---------------	--

PAYMENT TERMS:

N/A Net 30

DELIVERY/START DATE:

upon award W/I 24 Hours

MINIMUM ORDER:

No No

REFERENCES:

Y or N

Y

DISPOSAL SITE:

Riverview
Land Preserve

APPROVED SITE

Y or N

Y

EPA PERMIT #:

MID 980608657

48 HOUR SERVICE - Catch Basin Material

Can Meet
Cannot Meet

XX

CONTACT INFORMATION:

Hrs of Operations
24 Hr Phone #
Tax ID #

7AM-5PM
(313) 218-1045
27-1019282

SITE VISIT:

Yes/No
Date

N

EXCEPTIONS:

Blank

ALL OR NONE AWARD -Box Ckd

Y or N

N

INSURANCE:

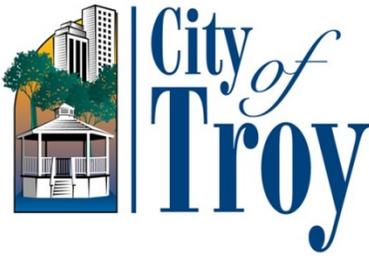
Can Meet
Cannot Meet

XX

EQUIPMENT LIST: Attached

Y or N

Y



CITY COUNCIL ACTION REPORT

March 27, 2012

TO: John Szerlag, City Manager

FROM: Mark F. Miller, Director of Economic & Community Development
Susan Leirstein, Purchasing Director
Tim Richnak, Public Works Director
Cindy Stewart, Community Affairs Director

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

Background

Bids were received and publicly opened on March 15, 2012, for seasonal requirements of lawn and yard services for Troy residents using the Home Chore Program with an option to renew for one (1) additional season. 273 vendors were notified via the Michigan Intergovernmental Trade Network (MITN) website, www.mitn.info. Twenty (20) bid responses were received.

The award recommendation considered the vendor offering the best combination of a variety of factors including: bid price, professional competence and level of service, equipment fleet, references, and the comfort of the residents on the program.

The contract warrants making an award to a primary and secondary contractor in the event the primary contractor is unable to perform services as specified, the secondary vendor will be called upon to fulfill the terms of the contract.

A low total award for Proposals A and B is being recommended as neither contractor was interested in a split award. Separate contracts with different vendors for each Proposal have proven to be an administrative nightmare, with one contractor blaming the other for uncompleted or shoddy work.

Fund Availability

Funds for lawn and yard services for the Home Chore Program are available initially through the Public Works operating budget, then reimbursed by Oakland County through the Community Development Block Grant Program (CDBG).

March 27, 2012

To: John Szerlag, City Manager

Re: Bid Award – Home Chore Lawn and Yard Services (cont'd)

Legal Considerations

ITB-COT 12-07, seasonal requirements of lawn and yard services for Troy residents using the Home Chore Program with an option to renew for one (1) additional season was competitively bid, in accordance with Chapter 7 of the City Code. Awards are contingent upon contractors' submission of properly executed bids and contract documents, including insurance certificates and all other specified requirements.

Recommendation

City management recommends City Council award contracts for seasonal requirements of lawn and yard services for Troy residents using the Home Chore Program with an option to renew for one (1) additional season to the low total bidders, Outdoor Enhancements of Lake Orion, MI as primary contractor, and DTL Lawn Care of Rochester Hills, MI, as secondary contractor at unit prices contained in the bid tabulation dated 3/15/2012, which expires December 31, 2012.

sl

VENDOR NAME:		Outdoor Enhancements		DTL Lawn Care		Maxwell Lawn Care Svc LLC	
		PRIMARY		SECONDARY			
EST NO.		PRICE PER SERVICE		PRICE PER SERVICE		PRICE PER SERVICE	
PROPOSAL A: LAWN CARE SERVICES			\$576				
64 Lots	Lawn Care Services at a Residential City of Troy Home -average lot size 100 ft x 180 ft	\$	9.00	\$	11.00	\$	10.24
26 Lots	Lawn-care Services at lots over 100 ft x 180 ft or corner lots	\$	10.00	\$	12.00	\$	12.24
ESTIMATED TOTAL: - 26 Weeks -			\$ 21,736.00		\$ 26,416.00		\$ 25,313.60
PROPOSAL B: YARD CLEAN UP			\$ 3,072				
64 Lots	Yard clean up at a residential City of Troy home - average lot size 100 ft x 180 ft	\$	48.00	\$	25.00	\$	39.00
26 Lots	Yard Clean up for lots over 100 ft x 180 ft or corner lots	\$	58.00	\$	30.00	\$	49.00
ESTIMATED TOTAL: - 2 Clean-Ups -			\$ 9,160.00		\$ 4,760.00		\$ 7,540.00
GRAND TOTAL BOTH SERVICES: Estimated			\$ 30,896.00		\$ 31,176.00		\$ 32,853.60

SITE INSPECTIONS:		Yes or No Date	No	Yes	Blank
				3/3/2012	
PHONE NUMBERS:		Daytime	248-693-1269	248-659-8069	313-953-1560
		24 Hour	248-891-3760	248-495-1362	313-790-8586
		Contact Name	Peter Carroll	David Lee	Marlin Maxwell
		Hrs of Operation	8am-8pm M-F	8am-7pm	7-7pm
PAYMENT TERMS:			Net 15 days	N/30	2% Net 10
EXCEPTIONS:			Blank	Blank	Blank
ALL OR NONE AWARD:		Y or N	Y	Y	N
ACKNOWLEDGEMENT:		Signed Y or N	Y	Y	Y
VENDOR QUESTIONNAIRE:		Attached Y or N	Y	Y	Y
ADDENDUM:		Attached Y or N	N	N	Y

ATTEST:

 Cindy Stewart

 Susan Riesterer

 Susan Leirstein

BOLDFACE TYPE DENOTES LOW TOTAL BIDDERS

 Susan Leirstein CPPO, CPPB
 Purchasing Director

VENDOR NAME:		Green Meadows Lawnscap Inc	Beneficial Lawn Service	AustinMorgan Companies LLC
EST NO.		PRICE PER SERVICE	PRICE PER SERVICE	PRICE PER SERVICE
PROPOSAL A: LAWN CARE SERVICES				
64 Lots	Lawn Care Services at a Residential City of Troy Home -average lot size 100 ft x 180 ft	\$ 10.45	\$ 10.50	\$ 10.50
26 Lots	Lawn-care Services at lots over 100 ft x 180 ft or corner lots	\$ 12.70	\$ 12.99	\$ 12.50
ESTIMATED TOTAL: - 26 Weeks -		\$ 25,974.00	\$ 26,253.24	\$ 25,922.00
PROPOSAL B: YARD CLEAN UP				
64 Lots	Yard clean up at a residential City of Troy home - average lot size 100 ft x 180 ft	\$ 45.00	\$ 44.00	\$ 50.00
26 Lots	Yard Clean up for lots over 100 ft x 180 ft or corner lots	\$ 55.00	\$ 54.99	\$ 60.00
ESTIMATED TOTAL: - 2 Clean-Ups -		\$ 8,620.00	\$ 8,491.48	\$ 9,520.00
GRAND TOTAL BOTH SERVICES: Estimated		\$ 34,594.00	\$ 34,744.72	\$ 35,442.00
SITE INSPECTIONS:	Yes or No Date	Yes current contractor	Yes	No familiar w/neighborhoods
PHONE NUMBERS:	Daytime	586-254-7775	586-872-1342	248-629-7257
	24 Hour	586-707-1499	586-872-1342	248-770-4796
	Contact Name	Dan DeClerck	Chris Samaan	Christie Rasins
	Hrs of Operation	8am-8pm	9-7pm	8-5pm
PAYMENT TERMS:		Net 30	Net 30	Net 21
EXCEPTIONS:		None	N/A	Blank
ALL OR NONE AWARD:	Y or N	Y	N	Y
ACKNOWLEDGEMENT:	Signed Y or N	Y	Y	Y
VENDOR QUESTIONNAIRE:	Attached Y or N	Y	Y	Y
ADDENDUM:	Attached Y or N	N	N	Y

VENDOR NAME:		MVP	Greener Grounds	American Dream
		Environmental LLC	Landscaping	Landscaping
EST NO.		PRICE PER SERVICE	PRICE PER SERVICE	PRICE PER SERVICE
PROPOSAL A: LAWN CARE SERVICES				
64 Lots	Lawn Care Services at a Residential City of Troy Home -average lot size 100 ft x 180 ft	\$ 14.00	\$ 14.00	\$ 16.00
26 Lots	Lawn-care Services at lots over 100 ft x 180 ft or corner lots	\$ 18.00	\$ 16.00	\$ 16.00
ESTIMATED TOTAL: - 26 Weeks -		\$ 35,464.00	\$ 34,112.00	\$ 37,440.00
PROPOSAL B: YARD CLEAN UP				
64 Lots	Yard clean up at a residential City of Troy home - average lot size 100 ft x 180 ft	\$ 5.00	\$ 50.00	\$ 45.00
26 Lots	Yard Clean up for lots over 100 ft x 180 ft or corner lots	\$ 5.00	\$ 60.00	\$ 45.00
ESTIMATED TOTAL: - 2 Clean-Ups -		\$ 900.00	\$ 9,520.00	\$ 8,100.00
GRAND TOTAL BOTH SERVICES: Estimated		\$ 36,364.00	\$ 43,632.00	\$ 45,540.00
SITE INSPECTIONS:	Yes or No Date	Yes 3/4 3/6 3/10	Yes 3/3/2012	No
PHONE NUMBERS:	Daytime	248-249-5711	248-841-6455	586-493-9730
	24 Hour	248-249-5711	248-841-6455	313-623-5901
	Contact Name	Tony	John Plewa	Adrienne Coates
	Hrs of Operation	7-9pm	7-6pm	8-6pm
PAYMENT TERMS:		Net 30	Net 30	Net 30 days
EXCEPTIONS:		non home chore homes \$65.00/cut	Blank	Blank
ALL OR NONE AWARD:	Y or N	Y	Y	N
ACKNOWLEDGEMENT:	Signed Y or N	Y	Y	Y
VENDOR QUESTIONNAIRE:	Attached Y or N	Y	Y	Y
ADDENDUM:	Attached Y or N	Y	Y	Y

VENDOR NAME:		Excel	United Resource	Brantley
		Landscaping LLC	LLC	Development LLC
EST NO.		PRICE PER SERVICE	PRICE PER SERVICE	PRICE PER SERVICE
PROPOSAL A: LAWN CARE SERVICES				
64 Lots	Lawn Care Services at a Residential City of Troy Home -average lot size 100 ft x 180 ft	\$ 18.00	\$ 17.00	\$ 17.00
26 Lots	Lawn-care Services at lots over 100 ft x 180 ft or corner lots	\$ 20.00	\$ 17.00	\$ 22.00
ESTIMATED TOTAL: - 26 Weeks -		\$ 43,472.00	\$ 39,780.00	\$ 43,160.00
PROPOSAL B: YARD CLEAN UP				
64 Lots	Yard clean up at a residential City of Troy home - average lot size 100 ft x 180 ft	\$ 30.00	\$ 69.00	\$ 49.00
26 Lots	Yard Clean up for lots over 100 ft x 180 ft or corner lots	\$ 35.00	\$ 69.00	\$ 59.00
ESTIMATED TOTAL: - 2 Clean-Ups -		\$ 5,660.00	\$ 12,420.00	\$ 9,340.00
GRAND TOTAL BOTH SERVICES: Estimated		\$ 49,132.00	\$ 52,200.00	\$ 52,500.00
SITE INSPECTIONS:	Yes or No Date	Yes 3/8/2012	Yes 3/5/2012	No
PHONE NUMBERS:	Daytime	586-524-2519	248-426-1671	810-610-0427
	24 Hour	586-524-2519	313-449-9497	734-722-7398
	Contact Name	Nick Holmes	David Guth	Stanley Brantley
	Hrs of Operation	24/7	24/7	7-9pm
PAYMENT TERMS:		Net 30	Net 30 days	Net 30
EXCEPTIONS:		Blank	Blank	Blank
ALL OR NONE AWARD:	Y or N	N	Y	Y
ACKNOWLEDGEMENT:	Signed Y or N	Y	Y	Y
VENDOR QUESTIONNAIRE:	Attached Y or N	Y	Y	Y
ADDENDUM:	Attached Y or N	N	Y	N

VENDOR NAME:		Mike's Clean	Noel Lawn	Redigan
		Cut Landscaping	Service	Outdoor Services
		Inc		
EST NO.		PRICE PER SERVICE	PRICE PER SERVICE	PRICE PER SERVICE
PROPOSAL A: LAWN CARE SERVICES				
64	Lawn Care Services at a Residential City of Troy	\$ 20.00	\$ 25.00	\$ 18.00
Lots	Home -average lot size 100 ft x 180 ft			
26	Lawn-care Services at lots over 100 ft x 180 ft	\$ 25.00	\$ 30.00	\$ 22.50
Lots	or corner lots			
ESTIMATED TOTAL: - 26 Weeks -		\$ 50,180.00	\$ 61,880.00	\$ 45,162.00
PROPOSAL B: YARD CLEAN UP				
64	Yard clean up at a residential City of Troy	\$89.50 w/gutters \$ 49.50	\$ 50.00	\$ 150.00
Lots	home - average lot size 100 ft x 180 ft			
26	Yard Clean up for lots over 100 ft x 180 ft or	\$95.00 w/gutters \$ 55.00	\$ 75.00	\$ 185.00
Lots	corner lots			
ESTIMATED TOTAL: - 2 Clean-Ups -		\$ 9,196.00	\$ 10,300.00	\$ 28,820.00
GRAND TOTAL BOTH SERVICES: Estimated		\$ 59,376.00	\$ 72,180.00	\$ 73,982.00
SITE INSPECTIONS:	Yes or No Date	Yes Blank	Yes 3/7/2012	No
PHONE NUMBERS:	Daytime	248-879-4504	734-777-1576	248-894-0985
	24 Hour	248-930-8725	734-243-0380	248-935-7752
	Contact Name	Mike Misiewicz	Ron Noel	Sandy Redigan
	Hrs of Operation	8-5pm	24/7	9-5pm M-Sat
PAYMENT TERMS:		Net 20	30 days	30 days
EXCEPTIONS:		Attached to Bid	Blank	Blank
ALL OR NONE AWARD:	Y or N	N	Y	Y
ACKNOWLEDGEMENT:	Signed Y or N	Y	Y	Y
VENDOR QUESTIONNAIRE:	Attached Y or N	Y	Y	Y
ADDENDUM:	Attached Y or N	Y	Y	Y

VENDOR NAME:		A Little of the Top	Green Valley	Shamo
			Conservation Svc	Landscaping & Svc Inc
			Inc	
EST NO.		PRICE PER SERVICE	PRICE PER SERVICE	PRICE PER SERVICE
PROPOSAL A: LAWN CARE SERVICES				
64	Lawn Care Services at a Residential City of Troy Lots Home -average lot size 100 ft x 180 ft	\$ 27.00	\$ 23.00	\$ 38.00
26	Lawn-care Services at lots over 100 ft x 180 ft Lots or corner lots	\$ 33.00	\$ 32.00	\$ 40.00
ESTIMATED TOTAL: - 26 Weeks -		\$ 67,236.00	\$ 59,904.00	\$ 90,272.00
PROPOSAL B: YARD CLEAN UP				
64	Yard clean up at a residential City of Troy Lots home - average lot size 100 ft x 180 ft	\$ 45.00	\$ 90.00	\$ 48.00
26	Yard Clean up for lots over 100 ft x 180 ft or Lots corner lots	\$ 65.00	\$ 135.00	\$ 58.00
ESTIMATED TOTAL: - 2 Clean-Ups -		\$ 9,140.00	\$ 18,540.00	\$ 9,160.00
GRAND TOTAL BOTH SERVICES: Estimated		\$ 76,376.00	\$ 78,444.00	\$ 99,432.00
SITE INSPECTIONS:	Yes or No Date	Yes 3/5/2012	No	No
PHONE NUMBERS:	Daytime	810-867-4935	586-421-1769	586-822-2181
	24 Hour	810-625-7803	810-560-3026	586-822-2181
	Contact Name	Mike Jean	Paul Hayes	Salam Shamo
	Hrs of Operation	8-5pm M-F	8-5pm M-F	7-9pm
PAYMENT TERMS:		Net 30 days	Net 25 days	monthly
EXCEPTIONS:		Blank	Blank	Blank
ALL OR NONE AWARD:	Y or N	Y	N	N
ACKNOWLEDGEMENT:	Signed Y or N	Y	Y	Y
VENDOR QUESTIONNAIRE:	Attached Y or N	Y	Y	Y
ADDENDUM:	Attached Y or N	Y	Y	N

VENDOR NAME:		Chas F Irish Co, Inc	Warner Brothers Services	
EST NO.		PRICE PER SERVICE	PRICE PER SERVICE	
PROPOSAL A: LAWN CARE SERVICES				
64 Lots	Lawn Care Services at a Residential City of Troy Home -average lot size 100 ft x 180 ft	\$ 44.75	\$ 35.00	
26 Lots	Lawn-care Services at lots over 100 ft x 180 ft or corner lots	\$ 68.00	\$ 55.00	
ESTIMATED TOTAL: - 26 Weeks -		\$ 120,432.00	\$ 95,420.00	
PROPOSAL B: YARD CLEAN UP				
64 Lots	Yard clean up at a residential City of Troy home - average lot size 100 ft x 180 ft	\$ 225.00	\$35.00/hr DMS	
26 Lots	Yard Clean up for lots over 100 ft x 180 ft or corner lots	\$ 375.00	\$35.00/hr DMS	
ESTIMATED TOTAL: - 2 Clean-Ups -		\$ 48,300.00	N/A	
GRAND TOTAL BOTH SERVICES: Estimated		\$ 168,732.00	N/A	
SITE INSPECTIONS:	Yes or No Date	No	No	
PHONE NUMBERS:	Daytime	586-775-6600	248-673-6092	
	24 Hour	586-453-9492	248-431-5124	
	Contact Name	Chuck Irish	Tim Warner	
	Hrs of Operation	8:30-5pm	24/7	
PAYMENT TERMS:		Net 30 days	Net 30	
EXCEPTIONS:		Blank	Blank	
ALL OR NONE AWARD:	Y or N	N	N	
ACKNOWLEDGEMENT:	Signed Y or N	Y	Y	
VENDOR QUESTIONNAIRE:	Attached Y or N	Y	Y	
ADDENDUM:	Attached Y or N	N	Y	

**COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICE CONTRACT
PY 2011**

Municipality

Service Agency

Service Delivery

Effective Date: **May 1,** _____ Ending Date: **April 30,** _____

This contract shall be effective for 2 year(s) from the beginning effective date or when funding has been expended, whichever comes first. Contracts should not exceed two years in duration.

CONTRACT FUNDING SOURCES:

CDBG Program Year: _____ **Account Name:** _____

Total CDBG Dollar Amount of Contract: \$ _____

Section I. AGREEMENT

This contract is made this day, ___/___/_____, between _____
(Name of Service Agency)
hereinafter designated as the "Service Agency", having its principal office at

(Service Agency Address)
and, _____, hereinafter designated as the "Municipality",
(Name of Municipality)
having its principal office at _____
(Municipality Address)

*****Section II. PURPOSE**

A) The purpose of this contract shall be: **(Detail description of services to be provided, for whom and at what cost. Include a specific unit of measure to document how costs are derived. Include attachments as needed)** _____

B) Federal CDBG Performance Measures are pre-determined for public service activities and include: Goal - Improve Quality of Life; Objective - Suitable Living Environment; Indicator - # of Low/Moderate Income Persons with New Access to Service as reported in the Direct Benefit Activity Report; Outcome - Improved Availability/Accessibility.

Section III. THE SERVICE AGENCY'S RESPONSIBILITIES

The Service Agency shall:

- A) Maintain records pertaining to the monies received and services provided in accordance with this agreement for a minimum of seven years from the completion of this agreement. Allow the County of Oakland, the U.S. Department of Housing and Urban Development (HUD), the Comptroller General of the United States and any of their authorized representative's access to financial records pertaining to Community Development Block Grant Funds and this agreement for the purpose of audit or examination.
- B) Provide the Municipality and Oakland County Community & Home Improvement Division a specific unit(s) of measure for all services.
- C) Provide the Municipality invoices for services rendered based on actual costs.
- D) Submit payment requests that include required supporting documentation monthly or quarterly. Required documentation includes the "Direct Benefit Activity Report" to capture client information.
- E) Provide management and personnel to adequately perform the services prescribed by this agreement.
- F) Be solely responsible for any and all taxes (federal, state and/or local); worker's compensation insurance; disability payments; social security payments; unemployment insurance payments; insurance, and/or any similar type of payments for the Agency or any employee thereof; and shall hold the Municipality harmless from any and all such payments.
- G) Provide insurance in the kind and amount specified by the Municipality. The Municipality shall be named as an additional insured thereon and furnished with a certificate thereof when applicable.
- H) The Agency will not solicit or apply funds from any other source for the services reimbursed under this agreement.

Section IV. THE MUNICIPALITY'S RESPONSIBILITIES

The Municipality shall:

- A) In consideration for services rendered by the Service Agency, pay a total sum not to exceed the CDBG program year funded amount of \$_____.
 - B) Recompense the Service Agency upon receipt of a payment request that includes accurate required supporting documentation from the Service Agency in amounts and time intervals as specified here.
-

Section V. COMPLIANCE

- A) The Service Agency shall comply with applicable laws, ordinances, codes and regulations of the Federal, State and local governments.

Section VI. DISCRIMINATION PROHIBITED

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

Section VII. PROHIBITION OF POLITICAL AND RELIGIOUS ACTIVITY

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

Section VIII. GENERAL CONTRACT PROVISIONS

- A) Merger or Integration: This agreement constitutes the entire agreement between the Service Agency and the Municipality with respect to the subject matter hereof; there are no other further written or oral understandings or agreements with respect hereto.
- B) Modification, Assignment or Subcontracting Absent Prior Written Consent: No variation or modification of this agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the Service Agency and the Municipality. Any alterations, additions or deletions to the terms of this agreement, which are required by the enactment of legislation, regulations and directives, are automatically incorporated into this agreement on the date designated by law, regulation or directive.
- C) Termination: Either party may, at any time during the life of this agreement, terminate this agreement by giving thirty (30) days written notice to the other party and Oakland County Community & Home Improvement Division of its intention to terminate and an opportunity for consultation prior to termination. In the event of a termination, the Municipality's obligation shall only be to reimburse the Service Agency for services rendered up to notification of termination
- D) Addendum: A contract duration may be extended or shortened, funds may be added or subtracted via an addendum signed by a representative from the Municipality and the Service Agency indicating the exact changes. The Municipality shall provide a copy to Oakland County

Community & Home Improvement.

- E) Hold Harmless: To the fullest extent permitted by law, the Service Agency agrees to indemnify, pay in behalf of, and hold harmless the Municipality, Oakland County Community & Home Improvement, their elected and appointed officials, employees, volunteers, boards, commissions and others working in behalf of the Municipality and/or County, against any and all claims, demands, suits, losses, including all costs connected therewith for any damages which may be asserted, claimed or recovered against or from the Municipality and/or County, by reason of personal injury, including bodily injury and death, and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with the activity authorized by this contract.
- F) Confidentiality: The use or disclosure of information by the Municipality or Service Agency concerning services, applicants or recipients obtained in connection with the performance of the agreement shall be restricted to the purposes directly connected with the administration of the services provided under this agreement. Such information shall not be used for any other purpose unless required by law, statute or other legal process and is disclosed to Oakland County Community & Home Improvement.
- G) Disputes: The Municipality shall notify the Service Agency in writing of its intent to pursue a claim against the Service Agency for breach of any terms of this agreement. No suit may be commenced by the Municipality for breach of the agreement prior to the expiration of ninety (90) days from the date of such notification. Within this ninety (90) day period, the Municipality at the request of the Service Agency must meet with an appointed representative of the Service Agency for the purpose of attempting to resolve the dispute. The Service Agency shall be given the opportunity to cure or remedy any breach within such ninety (90) day period.
- H) Notices: Whenever under this agreement a provision is made for notice of any kind, unless otherwise herein expressly provided, it shall be in writing and shall be served personally or sent by registered or certified mail with postage prepaid to the designated representatives at the addresses supplied below. A copy shall be provided to Oakland County Community & Home Improvement.
- I) Equal Employment Opportunity: The Service Agency shall comply with Executive Order 11246 of Sept. 24, 1965, entitled "Equal Employment Opportunity, "as amended by Executive Order 11375 October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- J) Copeland "Anti-Kickback" Act: The Service Agency shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to contracts and sub grants for construction or repair)
- K) Reporting/Monitoring Requirements: The Municipality shall monitor the operations of vendor activities under this contract to assure compliance with applicable Federal requirements, contract provisions and that performance goals are being achieved on an annual basis.
- L) Patent Regulations: The Service Agency shall comply with the Municipality's requirements

pertaining to patent rights with respect to any discovery or invention, copyrights and rights in data which arise or is developed in the course of or under such contract.

M) Debarment, Suspension, Ineligibility and Voluntary Exclusion The Service Agency shall comply with the provisions of 24 CFR Part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract. Additionally, the Contractor shall not use, directly or indirectly, any of the funds provided by this contract to employ, award contracts to, or otherwise engage the services of, or fund any contractor/subcontractor during any period that the contractor/subcontractor is debarred, suspended or ineligible under the provisions of 24 CFR Part 24. Using the Excluded Parties Listing System (<http://epls.arnet.gov>), Oakland County Community & Home Improvement Division has determined, as of the date of this contract that the Contractor is not excluded from Federal Procurement and Non-procurement Programs.

IX. SERVICE AGENCY AND MUNICIPALITY CONTACT INFORMATION

SERVICE AGENCY

MUNICIPALITY

Name:

Name:

Representative Name:

Representative Name:

Phone #:

Phone #:

Email Address:

Email Address:

Address:

Address:

IRS #:

X. CONTRACT ACCEPTANCE

The undersigned indicate by their signatures that they are authorized to act on behalf of their respective party in this capacity.

SERVICE AGENCY

MUNICIPALITY

Name:	_____	Name:	_____
Officer Name:	_____	Officer Name:	_____
Officer Title:	_____	Officer Title:	_____
Signature:	_____	Signature:	_____
Witnessed:	_____	Witnessed:	_____
Date:	_____	Date:	_____



CITY COUNCIL AGENDA ITEM

March 27, 2012

To: John Szerlag, City Manager

From: Susan A. Leirstein, Purchasing Director
 Timothy L. Richnak, Public Works Director
 Samuel P. Lamerato, Superintendent of Fleet Maintenance

Subject: Standard Purchasing Resolution 2 – Bid Award: Sole Bidder – Replace and Install a new Rotary Brand Dual Rear Cylinder Lifting Assembly Including Complete Lift Inspection- DPW Fleet Garage.

Background

On January 31, 2012, bid proposals were opened for the replacement of the dual cylinder lifting assembly for the heavy duty truck hoist in the DPW Fleet garage. 39 companies were notified of the solicitation via the Michigan Intergovernmental Trade Network (MITN) website, www.mitn.info. One bidder responded with two proposals. One proposal marked “alternate” did not meet minimum specifications. The alternate bid is a will fit dual cylinder with multi-piece packing which requires lubrication, adjustments, removal of glands for seal replacement and the cylinders have brass-babbitt type non-replaceable bearings, which are not acceptable, per specifications. The Rotary dual cylinder lifting assembly for the heavy duty truck hoist being replaced failed due to age – thirty six (36) years, and casing corrosion. The new Rotary dual cylinder lifting assembly will be coated with an anti-electrolysis corrosion protective coating with a ten (10) year warranty to prolong the lifting assembly useful life. Wear and replacement parts are readily available through local distribution.

This truck hoist is used daily to perform preventive maintenance and general repairs on all heavy duty trucks and Fire apparatus. This truck hoist is a very important tool in the proactive approach to ensure equipment readiness to meet and serve the City’s needs.

Recommendation

After reviewing the proposal, references were checked of the sole bidder to verify that the company’s overall workmanship was satisfactory. City management recommends awarding the contract for replacement of the dual cylinder lifting assembly for the truck hoist at the DPW facility fleet garage to the sole bidder meeting specifications, Allied Incorporated of Ann Arbor, MI, for an estimated total cost of \$30,970.00. In addition, work specified under Proposal B is not needed and will be rejected.

Fund Availability

Funds for replacement of the dual cylinder lifting assembly for this heavy duty truck hoist are budgeted in Public Works capital budget.

VENDOR NAME:

SI

*

Allied, Inc.

Allied, Inc.

ALTERNATE BID

Check #

TW 7974

Check Amount

\$1,550.00

DMS

PROPOSAL: FURNISH ALL LABOR, MATERIALS AND EQUIPMENT TO REPLACE AND INSTALL A NEW ROTARY BRAND DUAL REAR CYLINDER LIFTING ASSEMBLY INCLUDING COMPLETE LIFT INSPECTION AT THE DPW GARAGE

DESCRIPTION			
PROPOSAL A:			
Total Equipment Cost	\$ 20,770.00	\$ 14,420.00	
Total Installation Cost	\$ 10,000.00	\$ 10,000.00	
Total Inspection Cost	\$ 200.00	\$ 200.00	
COMPLETE FOR THE SUM OF:	\$ 30,970.00	\$ 24,620.00	
PROPOSAL B: Add'l Work if Needed - One complete new front cylinder assembly			RECOMMEND REJECTION
COMPLETE FOR THE SUM OF:	\$ 7,950.00	\$ 7,950.00	
AUTHORIZED INSTALLER: Y or N	Y	Y	
SITE VISIT: Yes or No	Y	Y	
Date	Numerous Occasions	Numerous Occasions	
COMPLETION DATE:	30 BUSINESS DAYS		
Can Meet	XX	XX	
Cannot Meet			
CONTACT INFORMATION:			
Hrs of Operation	8AM-5PM	8AM-5PM	
24Hr Phone	(734) 665-4419x1618	(734) 665-4419x1618	
THREE FORMS COMPLETED:			
Legal Status Y or N	Y	Y	
Non-Collusion Y or N	Y	Y	
Indemnification Clause Y or N	Y	Y	
INSURANCE: Can meet	XX	XX	
Cannot meet			
PAYMENT TERMS:	Net 10th Prox	Net 10th Prox	
WARRANTY:	AS SPECIFIED		
EXCEPTIONS:	Refer to Attachment "A" Included w/bid	Alternate Equipment SVI Brand	
ACKNOWLEDGEMENT: Signed Yes or No	Y	Y	
VENDOR QUESTIONNAIRE: Attached Y/N	Y	Y	

DMS:
Alternate Bid - SVI brand, SV-339MG rear cylinder assembly, not an accepted or approved equivalent to the product specified

ATTEST:
Julie Hamilton
Samuel Lamerato
Susan Riesterer

* DENOTES SOLE BIDDER

Susan Leirstein CPPO, CPPB
Purchasing Director



CITY COUNCIL AGENDA ITEM

Date: March 23, 2012

To: John Szerlag, City Manager

From: Mark F. Miller, Director of Economic & Community Development
Steven J. Vandette, City Engineer
William J. Huotari, Deputy City Engineer/Traffic Engineer

Subject: Traffic Committee Recommendations and Minutes – March 21, 2012

At the Traffic Committee meeting of March 21, 2012, the following recommendations were made for City Council approval:

Item #3 - Recommend that the intersection control be modified from “no traffic control” to a STOP sign on the Brunswick Drive southbound approach to Cadmus.

Item #4 - Recommend that the intersection control be modified from “no traffic control” to a YIELD sign on the Wardlow Drive southbound approach to Ashbury.

Item #5 - Recommend that the intersection control be modified from “two-way control” to “four-way control” by installing STOP signs on the Vernmoor approaches to the intersection, creating an All-Way Stop intersection at Vernmoor and Hurst.

Item #6 - Recommend that the intersection control be modified from “two-way control” to “four-way control” by installing STOP signs on the Fredmoor approaches to the intersection, creating an All-Way Stop intersection at Fredmoor and Lovell.

Staff concurs with the recommendations as presented.

A regular meeting of the Troy Traffic Committee was held Wednesday, March 21, 2012 in the Lower Level Conference Room at Troy City Hall. Pete Ziegenfelder called the meeting to order at 7:30 p.m.

1. Roll Call

PRESENT: Sarah Binkowski
Ted Halsey
Richard Kilmer
Al Petrusis
Pete Ziegenfelder

ABSENT: John Diefenbaker

Also present: Robert E. Winter, 171 W. Lovell
Al, Karen & Mike Lake, 6796 Fredmoor
Al Hessel, 6880 Fredmoor
Lt. Robert Redmond, Troy Police Dept.
Lt. Eric Caloia, Fire Department
Bill Huotari, Deputy City Engineer/Traffic Engineer

2. Minutes – February 15, 2012

RESOLUTION # 2012-03-05

Moved by Kilmer
Seconded by Binkowski

To approve the February 15, 2012 minutes as printed.

YES: All-5
NO: None
ABSENT: 1 (Diefenbaker)
MOTION CARRIED

REGULAR BUSINESS

3. Request for Intersection Control – Brunswick at Cadmus

Janel Karoumy of 6910 Brunswick requested that the intersection of Brunswick at Cadmus be reviewed for the purpose of installing a Stop or Yield sign on southbound Brunswick at Cadmus. Ms. Karoumy states that traffic entering from South Boulevard does not yield or stop at the intersection before proceeding onto Cadmus creating a hazardous situation.

Nikola Todorovski of 6909 Brunswick submitted emails in support of Stop signs at the intersection.

No members of the public spoke on this item at the meeting.

RESOLUTION # 2012-03-06

Moved by Halsey
Seconded by Kilmer

RESOLVED, that the Traffic Committee recommends that the intersection control be modified from “no traffic control” to a STOP sign on the Brunswick Drive southbound approach to Cadmus.

YES: 3 (Halsey, Kilmer, Ziegenfelder)
NO: 2 (Binkowski, Petrulis)
ABSENT: 1 (Diefenbaker)
MOTION CARRIED

4. Request for Intersection Control – Wardlow at Ashbury

Weiping Shi of 2856 Ashbury requested that the intersection of Wardlow at Ashbury be reviewed for the purpose of installing a Stop or Yield sign on southbound Wardlow. Mr. Shi states that lack of traffic control at the intersection creates a hazardous situation.

An email from Dave Goodman was received in support of a Stop sign at the intersection.

No members of the public spoke on this item at the meeting.

RESOLUTION # 2012-03-07

Moved by Binkowski
Seconded by Halsey

RESOLVED, that the Traffic Committee recommends that the intersection control be modified from “no traffic control” to a YIELD sign on the Wardlow Drive southbound approach to Ashbury.

YES: 4 (Binkowski, Halsey, Kilmer, Petrulis)
NO: None
ABSENT: 1 (Diefenbaker)
MOTION CARRIED

5. Request for Intersection Control – Vernmoor at Hurst

Al Hessell of 6880 Fredmoor requested that the intersection of Vernmoor at Hurst be reviewed for the purpose of installing Stop signs on Vernmoor (Stop signs exist currently on Hurst at the intersection). Mr. Hessell states that lack of Stop signs on Vernmoor creates a hazardous situation.

Mr. Hessell was present at the meeting and provided his concerns relative to the need for Stop signs on Vernmoor due to no sidewalks in the area, curves along the roadway, grade of the road and surrounding terrain as well as trees in the vicinity of the intersection.

RESOLUTION # 2012-03-08

Moved by Petrusis

Seconded by Kilmer

RESOLVED, that the Traffic Committee recommends that the intersection control be modified from “two-way control” to “four-way control” by installing STOP signs on the Vernmoor approaches to the intersection, creating an ALL WAY STOP intersection at Vernmoor and Hurst.

YES: 3 (Kilmer, Halsey, Petrusis)

NO: 1 (Binkowski)

ABSENT: 1 (Diefenbaker)

MOTION CARRIED

6. Request for Intersection Control – Fredmoor at Lovell

Al Hessell of 6880 Fredmoor requested that the intersection of Fredmoor at Lovell be reviewed for the purpose of installing Stop signs on Fredmoor (Stop signs exist currently on Lovell at the intersection). Mr. Hessell states that lack of Stop signs on Vernmoor creates a hazardous situation.

Mr. Hessell was present at the meeting and provided his concerns relative to the need for Stop signs on Fredmoor due to no sidewalks in the area, curves along the roadway, grade of the road and surrounding terrain as well as trees in the vicinity of the intersection.

Robert Winter supports installing Stop signs on Fredmoor and leaving Stop signs on Lovell, creating a 4-way Stop intersection. Mr. Winter discussed that the hills and curves on Lovell create issues for drivers on Lovell as well as residents exiting their driveways. There are more driveways close to the intersection along Lovell, while driveways on Fredmoor are further from the intersection.

Karen Lake of 6796 Fredmoor reiterated a lot of the same concerns as Mr. Winter. Ms. Lake also added that Lovell is a bus route for the Avondale school district. This is also a bike route. There is a disabled adult picked up and dropped off by van at the northwest corner of the intersection.

Al Lake of 6796 Fredmoor added that there are no driveways on Fredmoor close to the intersection. He also stated that the trees at the corner had been trimmed up in the past to provide better sight distance at the intersection but the hills, curves and grades still create a hazardous situation at the intersection.

Mike Lake of 6796 Fredmoor agreed with all stated previously and supports installation of Stop signs on Fredmoor as long as the existing Stop signs on Lovell are retained.

Emails from residents Michelle Christl, Robert Winter and Kelly Brault were also received on this item and supported keeping Stop signs on Lovell and changing to a 4-way Stop.

RESOLUTION # 2012-03-09

Moved by Kilmer
Seconded by Halsey

RESOLVED, that the Traffic Committee recommends that the intersection control be modified from “two-way control” to “four-way control” by installing STOP signs on the Fredmoor approaches to the intersection, creating an ALL WAY STOP intersection at Fredmoor and Lovell.

YES: 3 (Halsey, Kilmer, Petrusis)
NO: 1 (Binkowski)
ABSENT: 1 (Diefenbaker)
MOTION CARRIED

7. Public Comment

There was no additional public comment.

8. Other Business

Mr. Ziegenfelder requested that “CROSS TRAFFIC DOES NOT STOP” plaques be placed below the Stop signs on Niagara at Eagle. Mr. Ziegenfelder states that motorists on Niagara assume that motorists on Eagle will also stop because Niagara is the through street. Traffic Engineering will review.

Mr. Ziegenfelder reports that the traffic signal at Winter and Dequindre does not appear to be cycling properly when vehicles are waiting at the signal. Traffic Engineering will forward a request to the Traffic Signal Division of the RCOC for investigation.

Mr. Halsey reports that he has had a request to paint the island at Charrington and Rochester as it is driven over frequently as evidenced by the tire marks on it. Traffic Engineering will review and coordinate with DPW as appropriate.

Mr. Kilmer reports that the No Parking signs at the Kroger site at Big Beaver/John R, in front of the building, are down and at least one sign is now leaning against the building. Lt. Caloia of Troy Fire Department will review and provide follow up as necessary.

7. Adjourn

The meeting adjourned at 8:48 p.m.

Pete Ziegenfelder, Chairperson

Bill Huotari, Recording Secretary



CITY COUNCIL AGENDA ITEM

Date: March 28, 2012

To: John Szerlag, City Manager

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

Subject: Private Agreement – Warrior Park – Baseball Field
Project No. 11.914.3

Background

The Planning Commission granted preliminary site plan approval for the above referenced project on 1/10/2012. The Engineering Department has reviewed the plans for this project and recommends approval. The plans include storm sewer and pavement.

The Owner has provided cash for escrow and fees in the amount of the estimated cost of public improvements, as required.

Recommendation

Approval is recommended

cc: M. Aileen Bittner, City Clerk (Original Agreement)
Keith Francis, Interim Controller

City Of Troy

Contract for Installation of Municipal Improvements (Private Agreement)

Project No.: 11.914.3

Project Location: NW 1/4 Section 32

Resolution No: _____

Date of Council Approval: _____

This Contract, made and entered into this 22 day of March, 2012 by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and Brother Rice High School whose address is 7101 Lahser Road, Bloomfield Hills, MI 48301 and whose telephone number is 248-647-2526 hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of Storm Sewer and Pavement in accordance with plans prepared by SES Engineering Group, LLC whose address is 48264 Manchester, Macomb, MI 48044 and whose telephone number is 586-216-1043 and approved prior to construction by the City in accordance with City of Troy specifications.

SECOND: That the Owners agree to provide the following securities to the City prior to the start of construction, in accordance with the Detailed Summary of Required Deposits & Fees (attached hereto and incorporated herein):

Refundable escrow deposit equal to the estimated construction cost of \$ 26,875.00. This amount will be deposited with the City in the form of (check one):

Cash	<input type="checkbox"/>
Certificate of Deposit & 10% Cash	<input type="checkbox"/>
Irrevocable Bank Letter of Credit & 10% Cash	<input type="checkbox"/>
Check	<input checked="" type="checkbox"/>
Performance Bond & 10% Cash	<input type="checkbox"/>

Refundable cash deposit in the amount of \$ 7,688.00. This amount will be deposited with the City in the form of (check one):

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

Non-refundable cash fees in the amount of \$ 4,433.00. This amount will be paid to the City in the form of (check one):

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

Said refundable escrow deposits shall be disbursed to the Owners after approval by the City. The City reserves the right to retain a minimum of ten (10) percent for each escrowed item until the entire site/development has received final inspection and final approval by all City departments. Refundable cash deposits shall be held until final approval has been issued. Disbursements shall be made by the City within a reasonable time, after request for refund of deposits is made by the Owners.

City Of Troy
Contract for Installation of Municipal Improvements
(Private Agreement)

THIRD: The owners shall contract for construction of said improvement with a qualified contractor. Owners, or their agents, and contractor(s) agree to arrange for a pre-construction meeting with the City Engineer prior to start of work. All municipal improvements must be completely staked in the field under the direct supervision of a registered civil engineer or registered land surveyor, in accordance with the approved plans. Revisions to approved plans required by unexpected or unknown conflicts in the field shall be made as directed by the City.

FOURTH: Owners agree that if, for any reason, the total cost of completion of such improvements shall exceed the sums detailed in Paragraph SECOND hereof, that Owners will immediately, upon notification by the City, remit such additional amounts in accordance with Paragraph SECOND hereof. In the event the total cost of completion shall be less than the sums as detailed in Paragraph SECOND hereof, City will refund to the Owners the excess funds remaining after disbursement of funds.

FIFTH: Owners agree to indemnify and save harmless City, their agents and employees, from and against all loss or expense (including costs and attorneys' fees) by reason of liability imposed by law upon the City, its agents and employees for damages because of bodily injury, including death, at any time resulting therefrom sustained by any person or persons or on account of damage to property, including work, provided such injury to persons or damage to property is due or claimed to be due to negligence of the Owner, his contractor, or subcontractors, employees or agents, Owner further agrees to obtain and convey to the City all necessary easements and/or right-of-way for such public utilities as required by the City Engineer.

Detailed Summary of Required Deposits & Fees
Warrior Park - Baseball Field
11.914.3

ESCROW DEPOSITS (PUBLIC):

Paving	\$3,720
Sidewalks	\$11,200
Storm Sewer	\$11,955

TOTAL ESCROW DEPOSITS (Refundable): **\$26,875**

CASH FEES (Non-Refundable):

Engineering Review Fee (Private Improvements)(PA1)	\$5,670
Plan Review and Construction Inspection Fee (Public Improvements) (PA1)	\$2,177
Less Initial Engineering Review Fee (Public & Private)(1.1%)	-\$3,414

TOTAL CASH FEES (Non-Refundable): **\$4,433**

CASH DEPOSITS (Refundable):

Street Cleaning/Road Maintenance	\$2,500
Soil Erosion/Sedimentation Control Repair, Replace, or Maintenance	\$2,500
Punchlist & Restoration	\$2,688

TOTAL CASH DEPOSITS (Refundable): **\$7,688**

Total Escrow & Cash Deposits (Refundable): **\$34,563**

Total Cash Fees (Non-Refundable): **\$4,433**

Total Amount: **\$38,996**



CITY COUNCIL AGENDA ITEM

Date: March 17, 2012

To: John Szerlag, City Manager

From: Mark F. Miller, Director of Economic & Community Development
R. Brent Savidant, Planning Director
Paul Evans, Zoning & Compliance Specialist

Subject: Approval of Subdivision Entrance Sign/Agreement, Stoneridge Subdivision, South side of Square Lake Road, between Long Lake and Dequindre, Section 12

Background

Signs in Troy are regulated by Chapter 85 of the City of Troy Code of Ordinances. Section 85.01.05 allows for the placement of residential development identification signs within the medians of public roads, subject to City Council approval. The homeowners association of Stoneridge Subdivision proposes to replace their existing sign within the median of Cliffside Drive at the intersection of Square Lake Road. The sign permit application, including the maintenance agreement and other required information, has been reviewed by staff and have been found to be in compliance with the Sign Ordinance requirements.

Recommendation

City Management recommends approval of the Stoneridge Subdivision entrance sign and maintenance agreement.

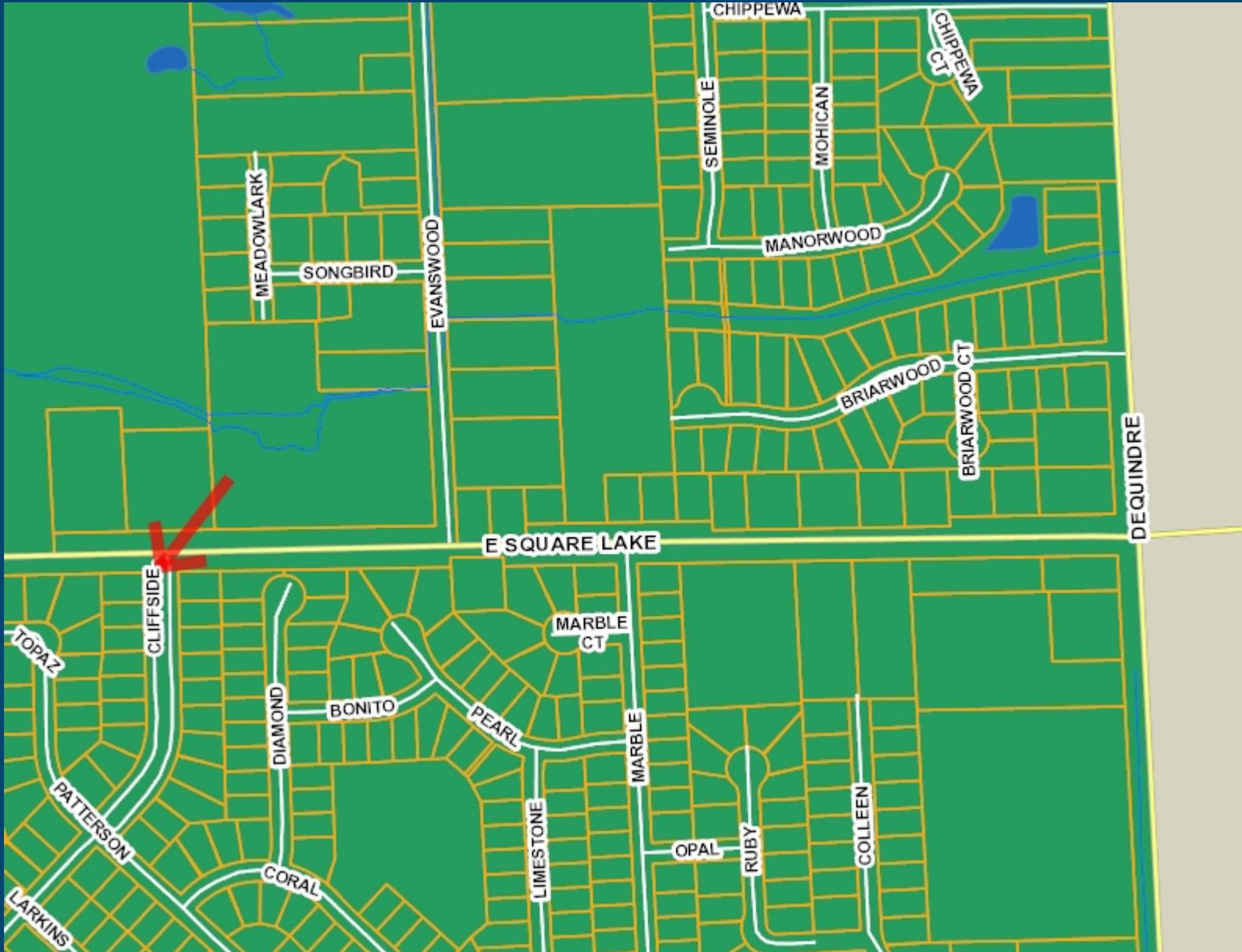
City Attorney's Review as to Form and Legality: _____

Attachments:

1. Maps
2. Chapter 85 (excerpt)
3. Stoneridge Subdivision Association Board Resolution
4. Maintenance Agreement
5. Sign Permit Application
6. Sign Plan
7. Site Plan
8. Insurance Certificate

Stoneridge Subdivision Entrance Sign

City of Troy Planning Department



Legend

- Road Centerline
 - Major Road
 - Industrial Road
 - Local Road
- Ponds and Basins
- Streams and Creeks
- Parcels

857 0 429 857 Feet

Scale 1: 5,144



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

Printed: 3/16/2012

(Rev. 06-07-2010)

- b. Lapsing of Insurance: Sign Erectors shall maintain the above referenced insurance coverage at all times in order to be eligible to obtain sign permits. If the insurance coverage lapses at any time, the City can automatically revoke the right of a Sign Erector to obtain sign permits.
- c. Notification of Change: A Sign Erector shall notify the Planning Department of any change in address, or any change in ownership or management that differs from what is indicated on the Insurance Certificates.

(Rev. 06-07-2010)

D. Permit Fees: Permit fees are as set forth in Chapter 60 of the City Code.

85.01.05 Prohibited Signs

- A. Signs in Right-of-Way: No sign shall be located in, project into, or overhang a public right-of-way or dedicated public easement, except as provided below:
 - 1. Signs established and maintained by the City, County, State, or Federal Governments may be located in the right of way.
 - 2. Banners advertising civic events may be permitted on lighting poles within the median of Big Beaver Road, between Rochester Road and Cunningham Drive, for a period not to exceed thirty days, subject to the approval of the City Manager.
 - 3. In its discretion, City Council may approve an agreement to allow residential development identification signs in the medians of boulevard entrance streets. Any such agreement shall require continuing liability insurance and also provide satisfactory maintenance of the sign, as well as any other condition that is deemed necessary by the Troy City Council to protect the right of way. The agreement must also indicate the City Council's approval of the proposed design and materials for the sign. The residential development identification sign shall not exceed five feet in height, and shall not be more than 50 square feet in area. The height of such signs shall not exceed 30" when located in the corner clearance area depicted in Figure 85.01.05 A.

STONERIDGE HOMEOWNER'S IMPROVEMENT ASSOCIATION INC.

BOARD RESOLUTION

At the meeting of the Board of Directors of Stoneridge Homeowner's Improvement Association, Inc., on May 18, 2010, the following resolution was proposed and approved by the board:

Resolved:

WHEREAS the mission of the Stoneridge Homeowner's Improvement Association, Inc. is to maintain the parks and medians throughout the subdivision with landscaping, signage, benches, playground structures, and sidewalks in the common areas owned by the Association.

WHEREAS the existing subdivision sign at the entrance on Cliffside Drive at Square Lake Road has been damaged beyond repair and needs to be removed.

WHEREAS the new sign location and dimensions are similar to the existing sign supports the mission of Stoneridge Homeowner's Improvement Association, Inc.

IT IS RESOLVED that the Stoneridge Homeowner's Improvement Association, Inc. Board is in full support to seek approval from City of Troy to remove existing sign and replace with a new sign.

Signed:

A handwritten signature in black ink that reads "Seth Stark". The signature is written in a cursive style with a long horizontal stroke at the end.

Seth Stark, Chair
Stoneridge Homeowner's Improvement Association, Inc.

RESIDENTIAL DEVELOPMENT RIGHT-OF-WAY SIGN AGREEMENT

This Agreement is entered into on this _____ day of _____, 2012, between the City of Troy, a Michigan Municipal Corporation, 500 W. Big Beaver Road, Troy, Michigan 48084 (hereinafter referred to as the "City") and Stoneridge Subdivision Improvement Association, Inc., a non-profit Michigan Corporation, whose address is 5783 Limestone, Troy, Michigan 48085, (hereinafter referred to as the "Residential Development").

Recitals

A. The Residential Development desires to erect a new or modify a previously approved identification sign for the residential development pursuant to and in compliance with the City of Troy Code of Ordinances, specifically Chapter 85, Section 85.01.05. A. 3. (Signs in Right-of-Way). A Sign Permit Application has been submitted to the Building Department and a copy is attached to this Agreement as Exhibit A. The Residential Development is located in the City of Troy, Oakland County, Michigan.

B. The Residential Development is north of Square Lake Road and west of John R. Road. The site for the erection of the sign is the median at the entrance of Cliffside Drive at Square Lake Road which is more particularly described on the attached Exhibit B. A description of the proposed sign is attached to this Agreement as Exhibit C.

C. Chapter 85, Section 85.01.05. A. 3. provides that Troy City Council shall approve the design and materials of all residential development

identification signs. Further, the Ordinance provision requires that an Agreement be executed between the City and Residential Development specifying that the Residential Development shall assume liability for the sign and be responsible for its maintenance.

IN CONSIDERATION of the foregoing recitals and the mutual covenants contained in this Agreement, IT IS AGREED:

1. The Residential Development shall be permitted to erect a new identification sign or modify an existing identification sign which has already been approved by the City of Troy in the median at the entrance boulevard of Cliffside Drive and Square Lake Road as designated on Exhibit B. The sign shall not be more than five (5) feet in height and not more than fifty (50) feet in area as set out in Section 85.01.05 A. 3. of the City of Troy Code of Ordinances. If applicable, the height of each sign shall be subject to the corner clearance requirement of Figure 85.01.05 A as set out in the Troy Code of Ordinances as part of Section 85.01.05 A. 3.

2. The identification sign shall comply with the plans and specifications attached hereto as Exhibit B and incorporated into this Agreement and any terms and conditions for design and materials established by City Council by Resolution. Any plans and specifications must designate on their face that they have been approved by the Zoning and Compliance Specialist.

3. The Residential Development shall maintain the identification sign in good and safe condition at all times and shall make such repairs as the City may deem reasonably necessary from time to time to keep the sign in good and safe

condition. Failure to keep the sign in good and safe condition shall be considered a breach of this Agreement under Paragraph 8.

4. Any applications by the Residential Development to replace or change an identification sign erected under this Agreement and the City of Troy Code of Ordinances within a ten (10) year period after execution of this Agreement, may be approved administratively by the City of Troy, if the replacement sign or the changes to the existing sign comply with the dimensional requirements of the Code of Ordinances and the design and materials are substantially similar in nature as those approved under this Agreement and the placement of the identification sign is identical to the location approved under this Agreement.

5. The Residential Development has provided a Certificate of Insurance acceptable to the City demonstrating that general liability coverage is available for claims for personal injury or property damage caused by the sign or attributed to the placement of the identification sign in the right-of-way. Such insurance shall be in the amount of \$500,000.00 per occurrence and aggregate limit. The Certificate of Insurance shall name the City of Troy as an additional insured. The City reserves the right to modify the insurance requirements as necessary with 30 days notice to the Residential Development. The Residential Development agrees to keep said insurance or a similar policy with the above minimum insurance coverage in effect for the term of this Agreement. The Residential Development shall submit to the City of Troy Risk Management Department on the anniversary date of this Agreement a Certificate of Insurance acceptable to the City demonstrating coverage for the above insurance amounts. Additionally,

the City may request a copy of said insurance certificate at any time during this Agreement. Failure to produce a certificate of insurance within fifteen (15) days of a request by the City, or a determination by the City that there is a lapse in coverage, shall be considered a breach of this Agreement under Paragraph 8.

6. The individual executing this Agreement on behalf of the Residential Development represents that he or she has the authority to bind the Residential Development and the individual property owners within the Residential Development to this Agreement and has provided documentation to support his or her representation. If it is determined by the City at any time hereafter that no such authority exists, this Agreement shall be null and void, and the identification sign shall be immediately removed in accordance with Paragraph 8.

7. If it becomes necessary for the City to remove the sign for an emergency purpose or to service a utility, such as but not limited to: repair of water main breaks or sewer line or electric line repair, the Residential Development shall be one hundred (100 %) responsible for the replacement of the sign. Further, the City shall not be responsible for any damage to the sign as a result of the removal. If the Residential Development fails to reinstall the sign in an identical manner, as set out in this Agreement, or fails to remove the sign from the site within thirty (30) days after the City's removal, the City may take action to remove the sign in accordance with Paragraph 8.

8. If there is a breach of this Agreement or if the Agreement becomes null and void, the City shall notify the Residential Development that it has thirty (30) days to remove the identification sign. If the Residential Development fails to

comply, the City may remove the sign and assess any costs it incurs to the Residential Development. If the Residential Development fails to pay the City's costs for removal within fifteen (15) days from the notification of the costs, the City may exercise any legal remedy to which it is entitled against the Residential Development and/or the individual property owners within the Residential Development including the pro-rata assessment of costs on each individual property owner's tax bill.

9. To the fullest extent permitted by law, the Residential Development agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury or death and/or property damage, relating to the erection, maintenance, location and any other aspects of the identification sign.

10. The Residential Development shall submit a written notice of any new addresses to: Risk Management Department, City of Troy, 500 W. Big Beaver Road, Troy, Michigan 48084. Such notice of change of address shall be sent to the City of Troy within 60 days after the effective date of the change.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, this Agreement has been entered into as of the above date.

WITNESSES:

CITY OF TROY,

Janice L. Daniels, Mayor

Aileen Bittner, Clerk

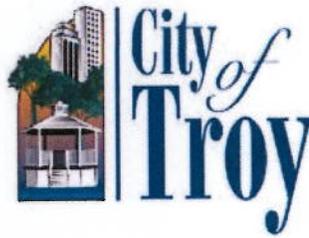
RESIDENTIAL DEVELOPMENT

Stoneridge Subdivision Improvement
Association, Inc.

By:
Its: Chairman of the Board of Directors

CITY OF TROY SIGN PERMIT APPLICATION

CITY OF TROY PLANNING DEPARTMENT
 500 W. BIG BEAVER ROAD
 TROY, MICHIGAN 48084
 PHONE: 248- 524-3359
 FAX: 248-524-3382
 E-MAIL: evanspm@troymi.gov
 SIGN ORDINANCE ONLINE [Ctrl+click here](#)



REC'D

SEP - 9 2011

PLANNING DEPT.

SIGN PERMIT FEE SCHEDULE			
SIZE	WALL SIGN PAINTED ON WALL	WALL SIGN STRUCTURALLY ATTACHED	GROUND SIGN
UNDER 100 SQ. FT.	\$ 75.00	\$ 100.00	\$ 125.00
100 TO 199 SQ. FT.	\$100.00	\$ 125.00	\$ 150.00
200 TO 300 SQ. FT.	\$ 100.00	\$150.00	\$ 175.00
SPECIAL EVENT		\$30.00	

ADDRESS OF THE SUBJECT PROPERTY: Median entrance Cliffside Drive at Square Lake Road.

APPLICANT INFORMATION:

NAME Seth Stark

NON PROFIT COMPANY Stoneridge Homeowner's Improvement Association Inc.

ADDRESS 5783 Limestone Dr.

CITY Troy STATE MI ZIP 48085

TELEPHONE 248-879-7497

E-MAIL Seth@sethstark.com

OWNER OF SUBJECT PROPERTY:

NAME _____

NON PROFIT COMPANY Stoneridge Homeowner's Improvement Association Inc.

ADDRESS 5783 Limestone Dr

CITY Troy STATE MI ZIP 48085

TELEPHONE 248-879-7497

E-MAIL Seth@sethstark.com

TYPE OF SIGN: GROUND WALL SPECIAL EVENT

GROUND SIGN HEIGHT FROM GRADE: 4'6" FEET

ILLUMINATED SIGN?: YES NO

ELECTRICAL CONNECTIONS BY: _____

DOWNLOAD AN ELECTRICAL PERMIT APPLICATION [HERE](#)

ARE OTHER SIGNS ON THE PROPERTY?: YES NO IF YES, DESCRIBE TYPE AND SIZE BELOW:

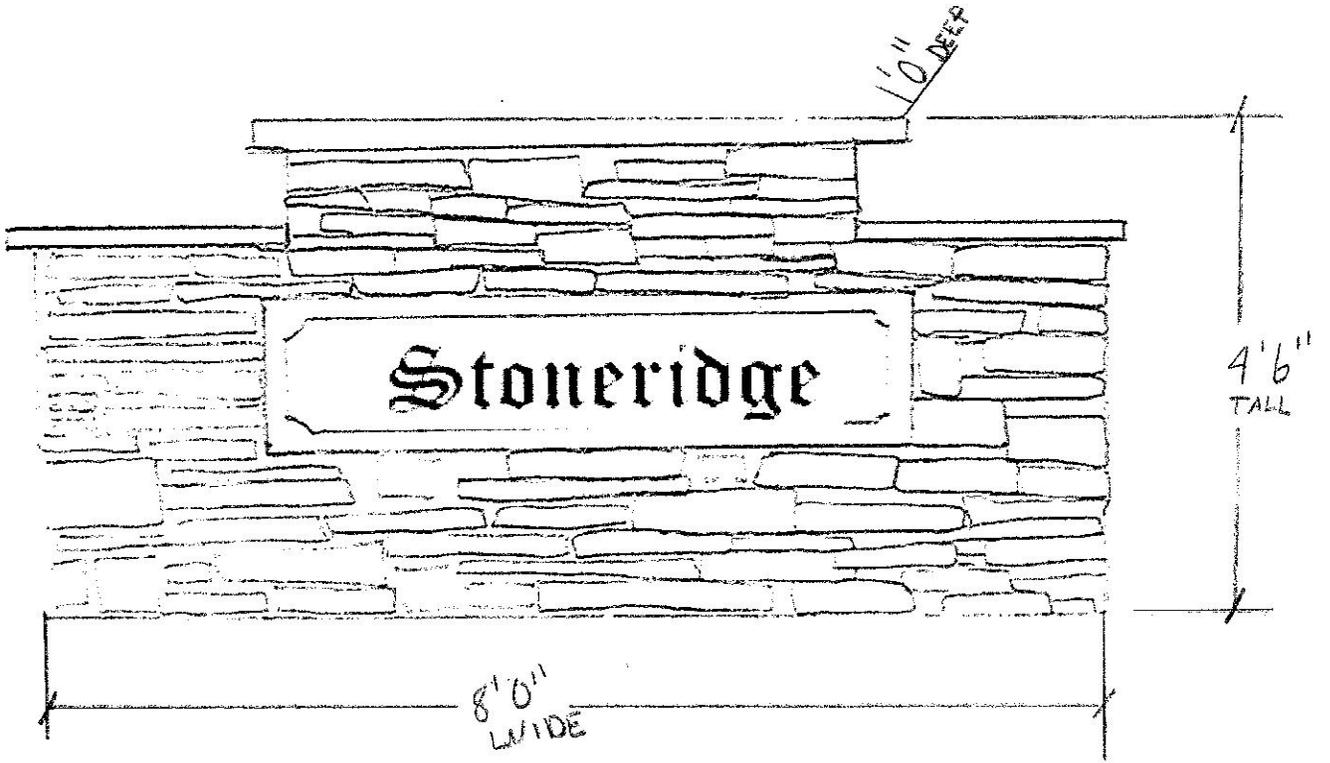
Yes - there is an existing 4' h x 8' w x 1' d sign on the property that has been damaged beyond repair. We want to remove this sign and replace it with a new sign in exactly the same location. The dimensions of the new sign are 4'6" h x 8' w x 1' d.

The undersigned hereby declare(s) under penalty of perjury that the contents of this application are true to the best of my (our) knowledge, information and belief.

The applicant accepts all responsibility for all of the measurements and dimensions contained within this application, attachments and/or plans, and the applicant releases the City of Troy and its employees, officers, and consultants from any responsibility or liability with respect thereto

SIGNATURE OF APPLICANT P. Seth Stark DATE 9/6/11

PRINT NAME: P. Seth Stark



Similar to:



LIME STONE CAPESINGH

1'0" DEEP

CULTURED
STONE
CHAYENWE
LEGG STONE

Stoneridge

4'6"
TALL

GRADE

8'8" x 16"

8'0"
WIDE

CEMENT BLOCK

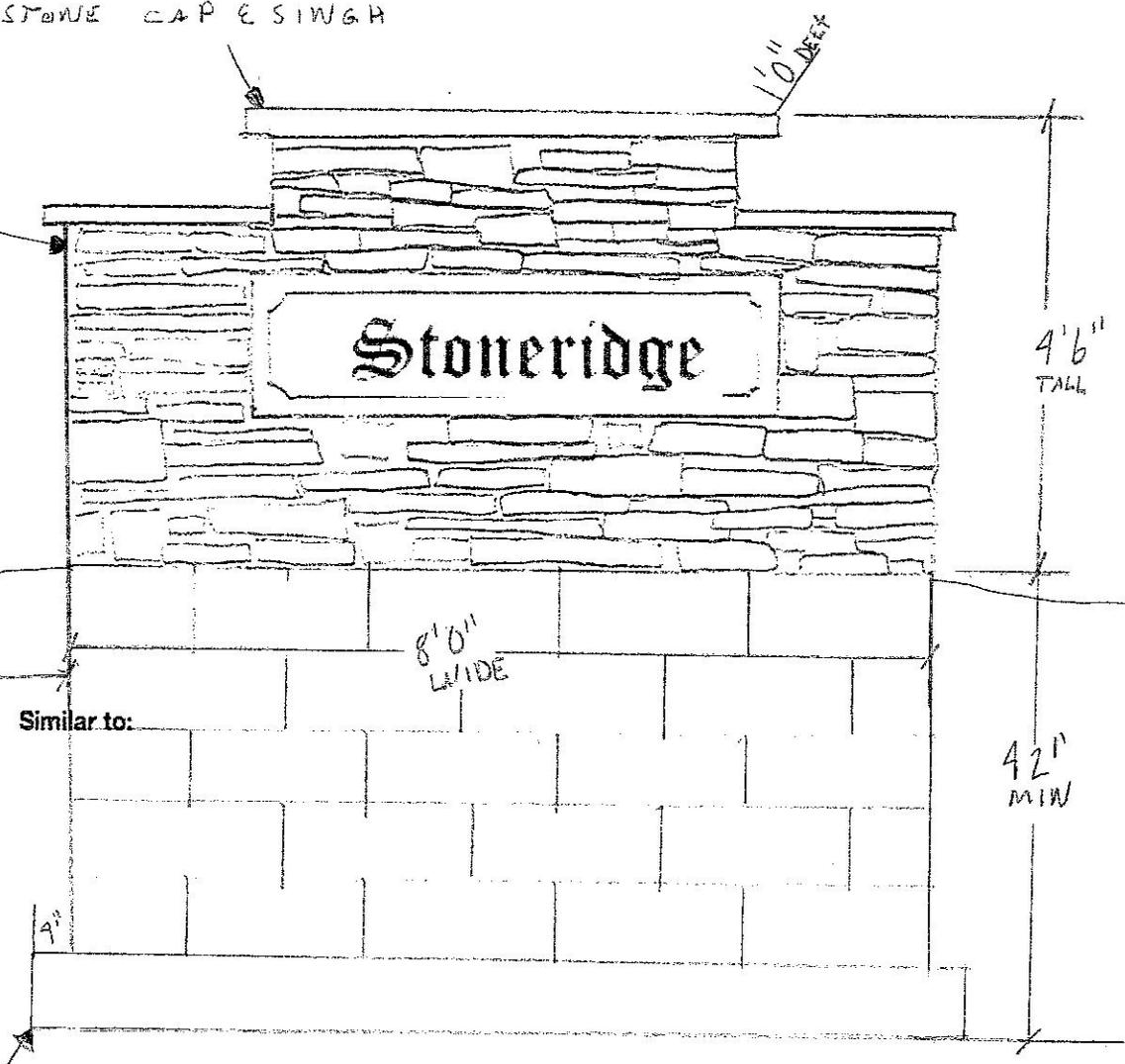
Similar to:

4'2"
MIN

4"

1'6" WIDE

1'0" TALL FRENCH PORED FOOTING



E SQUARE LAKE

CLIFFSIDE

48' 6"

6' 8" + 6"

existing sign

95

5



Notes

Location of Stoneridge Subdivision sign.
Entrance of Cliffside off East Square Lake.

Our proposal is to replace the sign that is already existing at this location.

Created: 09/08/2011



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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/7/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Al Bourdeau Insurance Agency - Farmington 30777 Northwestern Highway P.O. Box 2310 Farmington Hills MI 48333	CONTACT NAME: Tim Johnston	
	PHONE (A/C No. Ext): (248) 855-6690 FAX (A/C No.): (248) 851-8070 E-MAIL ADDRESS: timj@albourdeauinsurance.com	
INSURED Stoneridge Subdivision Improvement c/o Tracy Bowden 5783 Limestone Troy MI 48085-3908	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Auto-Owners Insurance	18988
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 2011-12 Template REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		04077146-11	9/30/2011	9/30/2012	EACH OCCURRENCE	\$ 500,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>				MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> Addl Insured-City of Troy					PERSONAL & ADV INJURY	\$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 500,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG	\$ 500,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$
	DED	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	N/A			WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Residential Homeowners Association; 386 Members.
 Location: South of Square Lake Road, West of Dequindre Road, Troy, MI.
 The City of Troy is an Additional Insured under the above policy.
 30 Days written notice on cancellations, except 10 days for non-payment.

CERTIFICATE HOLDER The City of Troy 500 W. Big Beaver Rd. Troy, MI 48084	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ELECTION COMMISSION MINUTES – Final**January 23, 2012**

A meeting of the Troy Election Commission was held January 23, 2012, at City Hall, 500 W. Big Beaver Road. City Clerk Bittner called the Meeting to order at 8:00 AM.

Roll Call:

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

Minutes: Regular Meeting of October 13, 2011

Resolution #EC-2012-01-001

Moved by Dewan

Seconded by Anderson

RESOLVED, That the Election Commission hereby **APPROVES** the Minutes of October 13, 2011 as presented.

Yes: Anderson, Dewan, Bittner

No: None

MOTION CARRIED

Approval of Election Inspector Assignments – February 28, 2012 Election

Resolution # EC-2011-10-013

Motion by Anderson

Seconded by Dewan

RESOLVED, That Election Inspectors be **APPOINTED** for the February 28, 2012 Election, as presented by the City Clerk.

Yes: Dewan, Anderson, Bittner

No: None

MOTION CARRIED

Adjournment:

The meeting was adjourned at 8:04 AM.

M. Aileen Bittner, CMC
City Clerk

LIQUOR ADVISORY COMMITTEE MINUTES – FINAL **FEBRUARY 13, 2012**

A regular meeting of the Liquor Advisory Committee was held on Monday, February 13, 2012 in the Lower Level Conference Room of Troy City Hall, 500 West Big Beaver Road. Chairman Max K. Ehlert called the meeting to order at 6:56 p.m.

ROLL CALL:

PRESENT: Max K. Ehlert, Chairman
W. Stan Godlewski
Patrick C. Hall
Andrew Kaltsounis
David S. Ogg
Timothy P. Payne
Bohdan L. Ukraineec

ALSO PRESENT: Sergeant George Zielinski
Susan Lancaster, Assistant City Attorney
Jesse Pappas, Student Representative
EunJoo Scherlinck, Student Representative
Pat Gladysz

Resolution to Approve Minutes of January 9, 2012 Meeting

Resolution #LC2012-02-004
Moved by Hall
Seconded by Ukraineec

RESOLVED, That the Minutes of the January 9, 2012 meeting of the Liquor Advisory Committee be **APPROVED**.

Yes: 7
No: 0
Absent: 0

Agenda Items

1. **Marty Martin Enterprises, Inc.** requests to transfer ownership of escrowed 2010 Class C and SDM licensed business with Dance-Entertainment Permit, Food Permit, and 3 Bars Permit from United Bank and Trust; transfer location and governmental unit (MCL 436.1531(1) from 25750 Novi, Suite 104, Novi, MI 48375, Oakland County, to 3651 Rochester Road, Troy, MI 48083, Oakland County {MLCC Req. #625705}. *This is the El Charro Restaurant.*

Present to answer questions from the Committee were attorney Frank Palazzolo and shareholders Donna Martin and Jeff Martin.

Mr. Palazzolo advised the Committee that this is a family-owned business with three other locations In Fraser, Macomb, and St. Clair Shores. Since the business started in 1971, they have received only one sale-to-minor violation. The 3,500 square foot Troy facility seats approximately 90 people. Current management has liquor experience and all employees will be trained on February 23, 2012. There is a drive-up window, but no alcohol sales will be allowed at the window.

Mr. Palazzolo also stated that the Martin family was not interested in the SDM license, the dance-entertainment permit, and the three bars permit.

Sergeant Zielinski stated that the Police Department had nothing to report. The Fire Department inspection approval is still pending.

Resolution #LC2012-02-005

Moved by Ukrainec

Seconded by Hall

RESOLVED, That the Liquor Advisory Committee recommends that the request of Marty Martin Enterprises, Inc. to transfer ownership of escrowed 2010 Class C License, Food Permit and Sunday Sales Permit, excluding the SDM licensed business, Dance-Entertainment Permit, and three Bars Permit from United Bank and Trust; transfer location and governmental unit (MCL 436.1531(1) from 25750 Novi, Suite 104, Novi, MI 48375, Oakland County, to 3651 Rochester Road, Troy, MI 48083, Oakland County be **APPROVED**.

Yes: 7
No: 0
Absent: 0

Assistant City Attorney Susan Lancaster informed the Committee that the Michigan Liquor Control Commission issued orders for each of the Smoker's Express violations with graduated penalties. The first violation resulted in a fine and the final violation resulted in the liquor license being revoked for five (5) business days beginning March 9, 2012. The business owner has been ordered by our District Court judge to spend five (5) days in the Oakland County Jail. This sentence must be served sometime within the next 60 days. He was also fined \$2,000 and received a two-year probation.

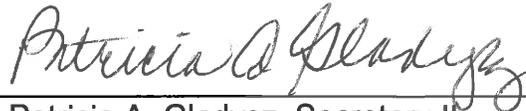
Mr. Hall questioned Ms. Lancaster about the City's efforts to revoke the liquor license from Smoker's Express. She replied that the Revocation Hearing will be scheduled and the City Attorney will attend.

Ms. Lancaster also advised the Committee that they could recommend to City Council that the City Attorney's Office research the possibility of establishing an Ordinance that will restrict the delivery of beer and wine in Troy. There was a brief discussion on this matter.

The meeting adjourned at 7:25 p.m.



Max K. Ehlert, Chairman



Patricia A. Gladysz, Secretary II

A Meeting of the Civil Service Commission (Act 78) was held Tuesday, February 14, 2012, at Troy City Hall, 500 W. Big Beaver Road in the Lower Level Conference Room. Chairman/President McGinnis called the meeting to order at 7:30 AM.

A. ROLL CALL:

PRESENT: Chairman/President Donald E. McGinnis, Jr.
Commissioner David Cannon
Commissioner John Steele

ALSO PRESENT: Lori Grigg Bluhm, City Attorney
Peggy Sears, Human Resources Director
M. Aileen Bittner, City Clerk
Gary Mayer, Police Chief
George Zielinski, Police Sergeant
Jeanette Menig, Human Resources Specialist

B. APPROVAL OF MINUTES:

1. Approval of Minutes of Thursday, January 19, 2012

Resolution #CSC-2012-02-004
Moved by Steele
Seconded by Cannon

RESOLVED, That the Troy Civil Service Commission (Act 78) hereby **APPROVES** the Minutes of the Thursday, January 19, 2012 meeting as presented.

Yes: All-3
No: None

MOTION CARRIED

C. PETITIONS AND COMMUNICATIONS: None

D. REPORTS: None

E. OLD BUSINESS: None

F. NEW BUSINESS:

1. Approval of Eligible List for Police Sergeant

Suggested Resolution
Resolution #CSC-2012-02-005
Moved by Cannon
Seconded by Steele

RESOLVED, That the Civil Service Commission (Act 78) hereby **APPROVES** the eligible list for Police Sergeant as **PRESENTED**.

Yes: All-3
No: None

MOTION CARRIED

Chairman McGinnis requested a brief synopsis from Chief Mayer of the process involved in testing and promoting within the Police Department.

PUBLIC COMMENT: None

G. ADJOURNMENT:

The Civil Service Commission (Act 78) meeting **ADJOURNED** at 7:39 AM.

Donald E. McGinnis, Jr., Chairman

M. Aileen Bittner, City Clerk

A regular meeting of the Troy Traffic Committee was held Wednesday, February 15, 2012 in the Lower Level Conference Room at Troy City Hall. Pete Ziegenfelder called the meeting to order at 7:30 p.m.

1. Roll Call

PRESENT: Sarah Binkowski
John Diefenbaker
Ted Halsey
Richard Kilmer
Al Petrulis
Pete Ziegenfelder

ABSENT: Gordon Schepke

Also present: Jim E. Tompert, 2106 Burdic
Bill Huotari, Deputy City Engineer/Traffic Engineer

2. Minutes – January 18, 2012**RESOLUTION # 2012-02-03**

Moved by Halsey
Seconded by Diefenbaker

To approve the January 18, 2012 minutes as printed.

YES: All-6
NO: None
ABSENT: 1 (Schepke)
MOTION CARRIED

REGULAR BUSINESS**3. Discussion of Stop and Yield Signs**

The traffic engineer and Traffic Committee members discussed the use of Stop and Yield signs for intersection control in accordance with the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) as well as past practices of the committee.

4. Request for Intersection Control – Burdic at Edith

Holly Pryor of 2106 Burdic requested that the intersection of Burdic and Edith be reviewed for the purpose of installing Stop signs. Ms. Pryor states that the lack of Stop signs at this intersection creates a hazardous situation.

Mr. Jim E. Tompert of 2106 Burdic was present at the meeting and discussed his concerns regarding the intersection and his support for installation of Stop signs. Mr. Tompert supplied pictures of the area and supplied petitions signed by four (4) residents who also support the installation of Stop signs.

Traffic Engineering also received an email in support of Stop signs at this location from Anne and William Giacalone of 2069 Burdic.

RESOLUTION # 2012-02-04

Moved by Halsey
Seconded by Binkowski

RESOLVED, that the Traffic Committee recommends that the intersection control at Burdic and Edith be modified from “no traffic control” to STOP signs on the Edith Street approaches to the intersection.

YES: All-6
NO: None
ABSENT: 1 (Schepke)
MOTION CARRIED

5. Public Comment

There were no public comments made beyond those comments made for the agenda item.

6. Other Business

Mr. Ziegenfelder requested that the landscaping in the southwest corner of Niagara and Caldwell or Niagara at Eagle be reviewed as it has the potential to obstruct drivers vision when in full bloom. Traffic Engineering will review.

Mr. Halsey reports rocks in the right-of-way at Kilmer and Trombley as well as on Ellenboro between Trombley and Colebrook. Traffic Engineering will review.

Mr. Halsey provided a request to review the morning arrival (8:40 am – 9:10 am) and evening dismissal (4:00 pm – 4:20 pm) at Wattles Elementary, specifically on Ellenboro between Trombley and Colebrook. Traffic Engineering will review.

7. Adjourn

The meeting adjourned at 8:05 p.m.

Pete Ziegenfelder, Chairperson

Bill Huotari, Recording Secretary

Chair Lambert called the Zoning Board of Appeals meeting to order at 7:30 p.m. on February 21, 2012, in the Council Chambers of the Troy City Hall.

1. ROLL CALL

Present:

Michael Bartnik
 Kenneth Courtney
 William Fisher
 Allen Kneale
 David Lambert
 Thomas Strat
 Glenn Clark

Also Present:

Bruce Bloomingdale (Alternate)
 Orestis Kaltsounis (Alternate)
 Paul Evans, Zoning and Compliance Specialist
 Allan Motzny, Assistant City Attorney

2. APPROVAL OF MINUTES – January 17, 2012

Moved by Clark
 Seconded by Courtney

RESOLVED, to approve the January 17, 2012 meeting minutes as amended.

Yes: All

MOTION PASSED

3. APPROVAL OF AGENDA – No changes.

4. HEARING OF CASES

- A. VARIANCE REQUEST, ST. NICHOLAS GREEK ORTHODOX CHURCH, OPA!FEST, 760 W. WATTLES – In order to conduct an outdoor special event (Opa!Fest), a variance from the four (4) consecutive day maximum event duration, including setup and takedown, for any one event. The proposed event is to last for three (3) days, plus four (4) days devoted to setup and takedown. Because this is an annual event, applicant requests a multi-year variance.

Moved by Kneale
 Seconded by Strat

RESOLVED to grant the variance as requested for a 3 year period.

Moved by Bartnik
Seconded by Kneale

RESOLVED to amend the motion to grant the variance for a 1 year period.

Yes: Fisher, Kneale, Bartnik, Clark
No: Courtney Lambert, Strat

MOTION APPROVED

Moved by Kneale
Seconded by Strat

RESOLVED to grant the variance for a 1 year period.

Yes: All

MOTION APPROVED

5. COMMUNICATIONS – Chair Lambert acknowledged Board Members’ receipt of training provided by Oakland County.

6. PUBLIC COMMENT – There was no public comment.

7. MISCELLANEOUS BUSINESS – The Board discussed the role of the newly appointed Alternates. Items discussed included training, attendance policy, and processes for calling in absences. It was agreed that City Staff or the City Attorney would provide information on how other communities address the matter and any preferences. Once the Board decides on process, their Rules of Procedure should be amended.

Mr. Evans advised the Board that the City Attorney’s Office would provide information about the Open Meetings Act at the Board’s March meeting. He asked that if Board members desired additional information about any other relative subject, that they advise Staff.

8. ADJOURNMENT – The Zoning Board of Appeals meeting ADJOURNED at 8:48 p.m.

Respectfully submitted,

David Lambert, Chair

Paul Evans, Zoning and Compliance Specialist

Chair Lambert called the Zoning Board of Appeals meeting to order at 7:30 p.m. on February 21, 2012, in the Council Chambers of the Troy City Hall.

1. ROLL CALL

Present:

Michael Bartnik
Kenneth Courtney
William Fisher
Allen Kneale
David Lambert
Thomas Strat
Glenn Clark

Also Present:

Bruce Bloomingdale (Alternate)
Orestis Kaltsounis (Alternate)
Paul Evans, Zoning and Compliance Specialist
Allan Motzny, Assistant City Attorney

2. APPROVAL OF MINUTES – January 17, 2012

Moved by Clark
Seconded by Courtney

RESOLVED, to approve the January 17, 2012 meeting minutes as amended.

Yes: All

MOTION PASSED

3. APPROVAL OF AGENDA – No changes.

4. HEARING OF CASES

- A. VARIANCE REQUEST, ST. NICHOLAS GREEK ORTHODOX CHURCH, OPA!FEST, 760 W. WATTLES – In order to conduct an outdoor special event (Opa!Fest), a variance from the four (4) consecutive day maximum event duration, including setup and takedown, for any one event. The proposed event is to last for three (3) days, plus four (4) days devoted to setup and takedown. Because this is an annual event, applicant requests a multi-year variance.

Moved by Kneale
Seconded by Strat

RESOLVED to grant the variance as requested for a 3 year period.

Moved by Bartnik
Seconded by Kneale

RESOLVED to amend the motion to grant the variance for a 1 year period.

Yes: Fisher, Kneale, Bartnik, Clark
No: Courtney Lambert, Strat

MOTION APPROVED

Moved by Kneale
Seconded by Strat

RESOLVED to grant the variance for a 1 year period.

Yes: All

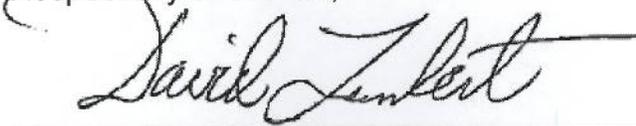
MOTION APPROVED

- 5. COMMUNICATIONS – Chair Lambert acknowledged Board Members' receipt of training provided by Oakland County.
- 6. PUBLIC COMMENT – There was no public comment.
- 7. MISCELLANEOUS BUSINESS – The Board discussed the role of the newly appointed Alternates. Items discussed included training, attendance policy, and processes for calling in absences. It was agreed that City Staff or the City Attorney would provide information on how other communities address the matter and any preferences. Once the Board decides on process, their Rules of Procedure should be amended.

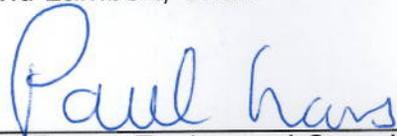
Mr. Evans advised the Board that the City Attorney's Office would provide information about the Open Meetings Act at the Board's March meeting. He asked that if Board members desired additional information about any other relative subject, that they advise Staff.

- 8. ADJOURNMENT – The Zoning Board of Appeals meeting ADJOURNED at 8:48 p.m.

Respectfully submitted,



David Lambert, Chair



Paul Evans, Zoning and Compliance Specialist

A regular meeting of the Liquor Advisory Committee was held on Monday, March 12, 2012 in the Lower Level Conference Room of Troy City Hall, 500 West Big Beaver Road. Chairman Max K. Ehlert called the meeting to order at 7:01 p.m.

ROLL CALL:

PRESENT: Max K. Ehlert, Chairman
W. Stan Godlewski
Patrick C. Hall
Andrew Kaltsounis
David S. Ogg
Timothy P. Payne

ABSENT: Bohdan L. Ukrainec

ALSO PRESENT: Sergeant George Zielinski
Susan Lancaster, Assistant City Attorney
EunJoo Scherlinck, Student Representative
Pat Gladysz

Resolution to Excuse Committee Member Ukrainec

Resolution #LC2012-03-006
Moved by Hall
Seconded by Payne

RESOLVED, That the absence of Committee member Ukrainec at the Liquor Advisory Committee meeting of March 12, 2012 be **EXCUSED**.

Yes: 6
No: 0
Absent: Ukrainec

Resolution to Approve Minutes of February 13, 2012 Meeting

Resolution #LC2012-03-007
Moved by Hall
Seconded by Ogg

RESOLVED, That the Minutes of the February 13, 2012 meeting of the Liquor Advisory Committee be **APPROVED**.

Yes: 6
No: 0
Absent: Ukrainec

Agenda Items

1. **Simbad, Inc.** requests to Transfer All Stock Interest (in 2011 licensing year) in 2011 Class C and SDM licensed business with Dance-Entertainment permit, located at 336 John R., Troy, MI 48083, Oakland County, wherein stockholder, Sabah O. Garmo transfers 2,000 shares of stock to new stockholder, Mouaid Jarbo {MLCC Req. #611856}. *This is near 14 Mile Road and John R.*

Present to answer questions from the Committee were Mouaid Jarbo and attorney Marshal Garmo.

Mr. Garmo informed the Committee that the establishment's name was Palms Restaurant and Mouaid Jarbo was purchasing the business from Sabah Garmo. Mr. Jarbo has been an employee of Mr. Garmo's for approximately one year.

Sergeant George Zielinski informed the Committee that the Police Department conducted an extensive investigation into Mr. Jarbo's history. It is the Police Department's position that Mr. Jarbo does not meet the criteria outlined in the City Code Chapter 101, Subsection 7 and Subsection 8 for the following reasons:

1. Mr. Jarbo was arrested for and pled no contest to Domestic Violence in Ferndale in July 2003. He paid a fine and was placed on one year probation.
2. Mr. Jarbo was also arrested for Gambling in Farmington Hills in January of 1994. He pled guilty to Disorderly Conduct and paid a fine.
3. Mr. Jarbo was also listed as a suspect in a Public Nuisance complaint in Sterling Heights in August 1995.
4. We also found a record of Mr. Jarbo being "summoned" for "Fleeing Resulting in Assault" in January 1998 in Ypsilanti.
5. During a recent inspection of Simbad, the Housing and Zoning Inspector for the City noted several hookah pipes on the tables and a strong aroma of smoke in the establishment. Simbad does not have a City of Troy Smoking Lounge Permit.
6. As of 03/12/12, there are unpaid personal property taxes and water bills at 336 John R Road.

- 7. Under the current ownership, Simbad does not have any past liquor law violations other than one NSF check to the MLCC (2010).

It is the position of the Police Department that these past incidents show that Mr. Jarbo does not meet the criteria for liquor licensing in the City Code, and we will recommend the City Council not approve this transfer request.

Members of the Committee questioned the length of time that criminal history is relevant to the Police Department and the City.

Assistant City Attorney Susan Lancaster replied that the City looks at the criminal background as a cumulative history and that incidents are considered collectively. She stated that the City has many concerns regarding this petitioner including the violation of State Law regarding smoking in any establishment that serves food.

The petitioner Mr. Jarbo stated that the criminal history should not be considered. At the time of the reported incidents, Mr. Jarbo stated he was informed by his attorney that the matters had been dismissed.

After discussion among the Committee members, it was decided to table the Item for Action to allow the applicant to research the issue of unpaid taxes, unpaid water and whether or not there was a conviction for domestic assault and to allow the City of Troy to research factual and legal issues raised by members of the Committee .

Resolution #LC2012-03-008
Moved by Hall
Seconded by Godlewski

RESOLVED, the request of Simbad, Inc. to Transfer All Stock Interest (in 2011 licensing year) in 2011 Class C and SDM licensed business with Dance-Entertainment permit, located at 336 John R., Troy, MI 48083, Oakland County, wherein stockholder, Sabah O. Garmo transfers 2,000 shares of stock to new stockholder, Mouaid Jarbo be **TABLED** to a future date which will be set by the Troy Police Department after all research is completed by the City of Troy and the applicant has indicated to the Troy Police Department that he is ready to proceed.

Yes: 6
No: 0
Absent: Ukrainec

Assistant City Attorney Susan Lancaster informed the Committee that a Troy Police Officer posted a MLCC sign at Smoker’s Express indicating that the liquor license was revoked by the MLCC for a period of five (5) business days beginning March 9, 2012. The business owner also completed five (5) days in the Oakland County Jail as a

result of the sentence of Judge Hartig of the 52-4th District Court for selling alcohol to minors. The business owner remains on probation to the court for a two (2) year period and must pay fines and costs.

The meeting adjourned at 7:54 p.m.

Max K. Ehlert, Chairman

Patricia A. Gladysz, Secretary II

Chair Maxwell called the Regular Meeting of the Troy City Planning Commission to order at 7:30 p.m. on March 13, 2012 in the Council Chamber of the Troy City Hall.

1. ROLL CALL

Present:

Donald Edmunds
Michael W. Hutson
Tom Krent
Mark Maxwell
Philip Sanzica
Gordon Schepke
Robert Schultz
Thomas Strat
John J. Tagle

Also Present:

R. Brent Savidant, Planning Director
Allan Motzny, Assistant City Attorney
Zachary Branigan, Carlisle/Wortman Associates, Inc.
Ben Carlisle, Carlisle/Wortman Associates, Inc.
Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF AGENDA

Resolution # PC-2012-03-013

Moved by: Schultz
Seconded by: Tagle

RESOLVED, To approve the Agenda as printed.

Yes: All present (9)

MOTION CARRIED

3. APPROVAL OF MINUTES

Resolution # PC-2012-03-014

Moved by: Edmunds
Seconded by: Tagle

RESOLVED, To approve the minutes of the February 28, 2012 Special meeting as published.

Yes: All present (9)

MOTION CARRIED

4. PUBLIC COMMENTS – Items not on the Agenda

There was no one present who wished to speak.

SPECIAL USE REQUEST

5. PUBLIC HEARING – SPECIAL USE REQUEST AND PRELIMINARY SITE PLAN REVIEW (File Number SU 394) – Proposed Tim Hortons Restaurant, North side of Maple Road, West of John R (1905 E Maple), Section 26, Currently Zoned GB (General Business) District

PUBLIC HEARING OPENED

No one was present to speak.

PUBLIC HEARING CLOSED

Conditions cited by the Planning Consultant were discussed, specifically parking and the dumpster location as relates to the loading/unloading area.

Resolution # PC-2012-03-015

Moved by: Sanzica

Seconded by: Schultz

RESOLVED, To postpone the item to the next available Planning Commission meeting.

Yes: All present (9)

MOTION CARRIED

OTHER BUSINESS

6. ELIMINATION OF HISTORIC DISTRICT DESIGNATION – 4820 Livernois

Resolution # PC-2012-03-016

Moved by: Edmunds

Seconded by: Schultz

RESOLVED, The Planning Commission recommends that 4820 Livernois be eliminated from the Historic District.

Yes: All present (9)

MOTION CARRIED

7. PUBLIC COMMENTS – Items on Current Agenda

There was no one present who wished to speak.

8. PLANNING COMMISSION COMMENTS

There was general Planning Commission discussion.

Well wishes were expressed to Zak Branigan, and a warm welcome was given to Ben Carlisle.

The Regular Meeting of the Planning Commission adjourned at 8:31 p.m.

Respectfully submitted,

Mark Maxwell, Chair

Kathy L. Czarnecki, Recording Secretary

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Chair Maxwell called the Regular Meeting of the Troy City Planning Commission to order at 7:30 p.m. on March 13, 2012 in the Council Chamber of the Troy City Hall.

1. ROLL CALL

Present:

Donald Edmunds
Michael W. Hutson
Tom Krent
Mark Maxwell
Philip Sanzica
Gordon Schepke
Robert Schultz
Thomas Strat
John J. Tagle

Also Present:

R. Brent Savidant, Planning Director
Allan Motzny, Assistant City Attorney
Zachary Branigan, Carlisle/Wortman Associates, Inc.
Ben Carlisle, Carlisle/Wortman Associates, Inc.
Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF AGENDA

Resolution # PC-2012-03-013

Moved by: Schultz
Seconded by: Tagle

RESOLVED, To approve the Agenda as printed.

Yes: All present (9)

MOTION CARRIED

3. APPROVAL OF MINUTES

Resolution # PC-2012-03-014

Moved by: Edmunds
Seconded by: Tagle

RESOLVED, To approve the minutes of the February 28, 2012 Special meeting as published.

Yes: All present (9)

MOTION CARRIED

4. PUBLIC COMMENTS – Items not on the Agenda

There was no one present who wished to speak.

SPECIAL USE REQUEST

5. PUBLIC HEARING – SPECIAL USE REQUEST AND PRELIMINARY SITE PLAN REVIEW (File Number SU 394) – Proposed Tim Hortons Restaurant, North side of Maple Road, West of John R (1905 E Maple), Section 26, Currently Zoned GB (General Business) District

PUBLIC HEARING OPENED

No one was present to speak.

PUBLIC HEARING CLOSED

Conditions cited by the Planning Consultant were discussed, specifically parking and the dumpster location as relates to the loading/unloading area.

Resolution # PC-2012-03-015

Moved by: Sanzica

Seconded by: Schultz

RESOLVED, To postpone the item to the next available Planning Commission meeting.

Yes: All present (9)

MOTION CARRIED

OTHER BUSINESS

6. ELIMINATION OF HISTORIC DISTRICT DESIGNATION – 4820 Livernois

Resolution # PC-2012-03-016

Moved by: Edmunds

Seconded by: Schultz

RESOLVED, The Planning Commission recommends that 4820 Livernois be eliminated from the Historic District.

Yes: All present (9)

MOTION CARRIED

7. PUBLIC COMMENTS – Items on Current Agenda

There was no one present who wished to speak.

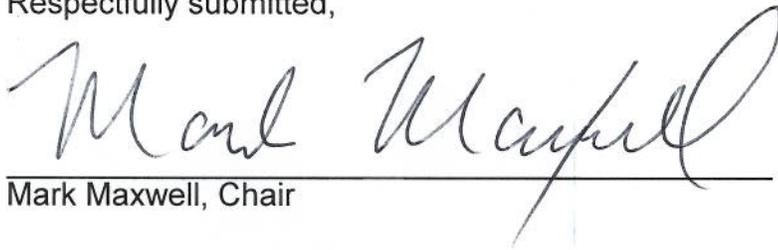
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There was general Planning Commission discussion.

Well wishes were expressed to Zak Branigan, and a warm welcome was given to Ben Carlisle.

The Regular Meeting of the Planning Commission adjourned at 8:31 p.m.

Respectfully submitted,



A handwritten signature in black ink, appearing to read "Mark Maxwell", is written over a horizontal line.

Mark Maxwell, Chair



A handwritten signature in blue ink, appearing to read "Kathy L. Czarnecki", is written over a horizontal line.

Kathy L. Czarnecki, Recording Secretary



CITY COUNCIL AGENDA ITEM

Date: March 26, 2012

To: John Szerlag, City Manager

From: William S. Nelson, Fire Chief

Subject: Fire Department 2011 Annual Report

I am pleased to submit the fire department activity report for 2011. The report provides details on response and support activity for 2011, and provides comparison data from the previous year. The following are notable changes in activity in 2011:

- Overall responses increased by 10.77% to 1090 incidents
- Non-fire incidents increased by 13.51% with the largest increases in rescue/extrication (154.17%); service calls (104.76%); and hazardous conditions (10.32%)
- Cooking continues to be the most frequent cause of structure fires (26.15%)
- There were no deaths from fire, 3 civilian injuries, and no fire fighter injuries.
- Fire loss estimates decreased significantly from the previous year.
- Due to reorganization and realignment of responsibilities within the career staff, the department has been able to provide a modest increase in total activities and activity hours with fewer personnel.
- Volunteer firefighter staffing has remained fairly constant while career staffing has decreased 21% over the past 5 years.

If you have any questions, please contact me.



**TROY FIRE DEPARTMENT
ANNUAL REPORT
2011**

<u>Category</u>	<u>Count</u>	<u>Percent of Total Incidents</u>	<u>Previous Year</u>	<u>Change</u>
Total Fire Incidents	166	15.23%	170	-2.35%
Total Non Fire Incidents	924	84.77%	814	13.51%
Total Incidents	1090	100.00%	984	10.77%

<u>Fire Incidents</u>	<u>Count</u>	<u>Percent of Total Fires</u>	<u>Previous Year</u>	<u>Change</u>
Structure Fires	65	39.16%	68	-4.41%
Vehicle Fires	48	28.92%	51	-5.88%
Grass Fires	21	12.65%	16	31.25%
Refuse Fires	20	12.05%	25	-20.00%
Outside Fires	8	4.82%	4	100.00%
Other Fires	4	2.41%	10	-60.00%
Total Fire Incidents	166	100.00%	174	-4.60%

<u>Non Fire Incidents</u>	<u>Count</u>	<u>Percent of Total Non Fires</u>	<u>Previous Year</u>	<u>Change</u>
Overpressure/Rupture	1	0.11%	2	-50.00%
Accident/Removal/Rescue	61	6.60%	24	154.17%
Hazardous Conditions *	171	18.51%	155	10.32%
Service Call	43	4.65%	21	104.76%
Good Intent **	171	18.51%	170	0.59%
Cent. Sta./Malicious False Alarm	11	1.19%	5	120.00%
Alarm System Malfunction	175	18.94%	171	2.34%
Alarm Activation Unintentional	282	30.52%	257	9.73%
Weather Standby	7	0.76%	8	-12.50%
Other Non Fire	2	0.22%	1	100.00%
Total Non Fire Incidents	924	100.00%	814	13.51%

* Includes spills or leaks with no fire; excess heat; arcing wires; and chemical emergencies

** Includes smoke scares; wrong locations; steam mistaken for smoke; and controlled burning

Data obtained from Oakland County Fire Records management System unless indicated otherwise.



**TROY FIRE DEPARTMENT
ANNUAL REPORT
2011**

<u>Structure Fires by Occupancy</u>	<u>Count</u>	<u>Percent of Structure Fires</u>	<u>Previous Year</u>	<u>Change</u>
Public Assembly	3	4.62%	1	200.00%
Educational	0	0.00%	0	0.00%
Institutional	0	0.00%	2	-100.00%
Single Family Dwelling	27	41.54%	37	-27.03%
Apartments	13	20.00%	15	-13.33%
Motel/Hotel	2	3.08%	0	200.00%
Stores/Sales	6	9.23%	1	500.00%
Office	5	7.69%	2	150.00%
Industrial	6	9.23%	3	100.00%
Storage	2	3.08%	1	100.00%
Other	1	1.54%	6	-83.33%
Total Occupancies	65	100.00%	68	

<u>Structure Fire Causes*</u>	<u>Count</u>	<u>Percent of Structure Fires</u>	<u>Previous Year</u>	<u>Change</u>
Intentional	3	4.62%	4	-25.00%
Children Playing	0	0.00%	1	-100.00%
Smoking	4	6.15%	1	300.00%
Heating	3	4.62%	3	0.00%
Cooking	17	26.15%	14	21.43%
Electrical Distribution	3	4.62%	2	50.00%
Appliances	5	7.69%	4	25.00%
Other Heat, Flame, Spark	1	1.54%	7	-85.71%
Other Equipment	2	3.08%	3	-33.33%
Natural	4	6.15%	1	300.00%
Exposure	1	1.54%	0	100.00%
Undetermined	12	18.46%	28	-57.14%
Under Investigation	10	15.38%	0	1000.00%
Total Causes	65	100.00%	68	

* Data obtained from National Fire Incident Reporting System records



**TROY FIRE DEPARTMENT
ANNUAL REPORT
2011**

<u>Total Casualties</u>	<u>Number</u>	<u>Percent</u>	<u>Previous Year</u>	<u>Change</u>
Civilian Injury	3	100.00%	3	0.00%
Civilian Death	0	0.00%	0	0.00%
Firefighter Injury	0	0.00%	13	-1300.00%
Firefighter Death	0	0.00%	0	0.00%
Total Casualties	3	100.00%	16	-1300.00%

<u>Total Estimated Fire Loss</u>	<u>Amount</u>	<u>Percent</u>	<u>Previous Year</u>	<u>Change</u>
Structure Value	\$231,038,902.00	100.00%	\$90,960,680.00	154.00%
Property Loss	\$508,800.00	0.22%	\$3,288,183.00	-84.53%
Contents Loss	\$338,400.00	0.15%	\$2,590,626.00	-86.94%
Total Loss	\$847,200.00	0.37%	\$5,878,809.00	-85.59%
Total Saved	\$230,191,702.00	99.63%	\$85,081,871.00	170.55%

Response Time Analysis **

<u>Emergency Responses</u>	<u>Count</u>	<u>Cumulative Response</u>	<u>Percent</u>	<u>Cumulative Percent</u>
0 - 1 Minute	3	3	0.57%	0.57%
1 - 2 Minutes	5	8	0.95%	1.52%
2 - 3 Minutes	20	28	3.79%	5.30%
3 - 4 Minutes	20	48	3.79%	9.09%
4 - 5 Minutes	72	120	13.64%	22.73%
5 - 6 Minutes	94	214	17.80%	40.53%
6 - 7 Minutes	73	287	13.83%	54.36%
7 - 8 Minutes	67	354	12.69%	67.05%
8 - 9 Minutes	59	413	11.17%	78.22%
9 - 10 Minutes	40	453	7.58%	85.80%
10 + Minutes	75	528	14.20%	100.00%
Total Emergency Responses	528		48.44% of total responses	
Total Responses	1090			

** Response Time Analysis - Dispatch to Arrival - as recorded by the dispatch center



**TROY FIRE DEPARTMENT
ANNUAL REPORT
2011**

<u>Activities</u>	<u>Count</u>	<u>Percent</u>	<u>Previous Year</u>	<u>Change</u>
Fire Station Service Requests	817	52.37%	909	-10.12%
Fire Investigations	52	3.33%	37	40.54%
In-Service Training Provided	490	31.41%	473	3.59%
Specialty Team Training Provided	59	3.78%	50	18.00%
Fire Academy Training Provided	142	9.10%	93	52.69%
Subtotal	1,560	100.00%	1,562	-0.13%
Plans Reviewed	794	5.27%	693	14.57%
Permits Issued	448	2.97%	414	8.21%
Inspections	2,421	16.07%	2,412	0.37%
Violations Issued	1,424	9.45%	1,318	8.04%
Violations Cleared	689	4.57%	686	0.44%
Hydrant Flow Tests Conducted	20	0.13%	24	-16.67%
Public Education Programs	130	0.86%	155	-16.13%
Public Education Participants	7,801	51.78%	7,313	6.67%
HAPIS Computer Entries	637	4.23%	1,027	-37.97%
Alarms Registered	701	4.65%	632	10.92%
Subtotal	15,065	100.00%	14,674	2.66%
Total Activities	16,625		16,236	2.40%

<u>Activity Hours</u>	<u>Count</u>	<u>Percent</u>	<u>Previous Year</u>	<u>Change</u>
Administrative/Support *	3,283.15	11.62%	1,959.05	67.59%
Fire Prevention *	4,289.55	15.18%	3,271.85	31.10%
Operations **	20,691.00	73.21%	19,904.00	3.95%
Total Hours	28,263.70	100.00%	25,134.90	12.45%

* Career staff-hours only.

** Department man-hours. Includes volunteer & career staff training hours.



**TROY FIRE DEPARTMENT
ANNUAL REPORT
2011**

Staffing

<u>Volunteer</u>	<u>Station 1</u>	<u>Station 2</u>	<u>Station 3</u>	<u>Station 4</u>	<u>Station 5</u>	<u>Station 6</u>	<u>Total</u>	<u>Trend</u>	<u>Cumulative</u>
2007	28	28	30	26	32	31	175	NA	0.00%
2008	29	30	29	24	31	32	175	0.00%	0.00%
2009	29	27	28	24	31	25	164	-6.71%	-6.71%
2010	29	27	29	32	30	26	173	5.20%	-1.51%
2011	29	27	28	31	29	24	168	-2.98%	-4.48%
<u>5 Yr. Avg.</u>	28.8	27.8	28.8	27.4	30.6	27.6	171.0	-0.90%	-2.54%
<u>2 Yr. Avg.</u>	29.0	27.0	28.5	31.5	29.5	25.0	170.5	1.11%	-2.99%

<u>Career</u>	<u>Chief</u>	<u>Assistant Chief</u>	<u>Staff Lieutenant</u>	<u>Staff Technician</u>	<u>Secretary</u>	<u>Total</u>	<u>Trend</u>	<u>Cumulative</u>
2007	1	2	9	1	1	14	NA	0.00%
2008 *	1	2	7	2	1	13	-7.69%	-7.69%
2009 **	1	2	6	2	1	12	-8.33%	-16.03%
2010	1	2	6	2	1	12	0.00%	-16.03%
2011 ***	1	1	5	2	1	10	-20.00%	-36.03%
<u>5 Yr. Avg.</u>	1.0	1.8	6.6	1.8	1.0	12.2	-7.21%	-15.15%
<u>2 Yr. Avg.</u>	1.0	1.5	5.5	2.0	1.0	11.0	-10.00%	-26.03%

* Two retirements. One replacement

** One death. No replacement.

*** Two retirements. No replacement.



**TROY FIRE DEPARTMENT
ANNUAL REPORT
2011**

<u>Station</u>	<u>Incident Category</u>	<u>Incident Count</u>	<u>Percent of Incidents</u>	<u>Pevious Year</u>	<u>Change</u>
1	Fire	29	2.66%	33	-12.12%
	Rescue/Extrication	5	0.46%	5	0.00%
	False Alarm	78	7.16%	105	-25.71%
	All Other	58	5.32%	83	-30.12%
	Sub Total	170	15.60%	226	-24.78%
2	Fire	15	1.38%	10	50.00%
	Rescue/Extrication	7	0.64%	2	250.00%
	False Alarm	49	4.50%	37	32.43%
	All Other	43	3.94%	35	22.86%
	Sub Total	114	10.46%	84	35.71%
3	Fire	45	4.13%	44	2.27%
	Rescue/Extrication	13	1.19%	4	225.00%
	False Alarm	135	12.39%	139	-2.88%
	All Other	94	8.62%	81	16.05%
	Sub Total	287	26.33%	268	7.09%
4	Fire	46	4.22%	43	6.98%
	Rescue/Extrication	21	1.93%	10	110.00%
	False Alarm	106	9.72%	83	27.71%
	All Other	73	6.70%	72	1.39%
	Sub Total	246	22.57%	208	18.27%
5	Fire	11	1.01%	18	-38.89%
	Rescue/Extrication	5	0.46%	1	400.00%
	False Alarm	24	2.20%	22	9.09%
	All Other	25	2.29%	37	-32.43%
	Sub Total	65	5.96%	78	-16.67%
6	Fire	12	1.10%	14	-14.29%
	Rescue/Extrication	10	0.92%	2	400.00%
	False Alarm	42	3.85%	36	16.67%
	All Other	54	4.95%	35	54.29%
	Sub Total	118	10.83%	87	35.63%
8	Fire	7	0.64%	8	-12.50%
	Rescue/Extrication	0	0.00%	0	0.00%
	False Alarm	35	3.21%	10	250.00%
	All Other	48	4.40%	15	220.00%
	Sub Total	90	8.26%	33	172.73%
Total		1090	100.00%	984	10.77%



**TROY FIRE DEPARTMENT
ANNUAL REPORT
2011**

Supplemental

<u>Valid Alarm Activations</u>	<u>Count</u>	<u>Percent of Total Incidents</u>	<u>Previous Year</u>	<u>Change</u>
Cooking	20	1.83%	19	5.26%
Fire	7	0.64%	4	75.00%
Smoke	5	0.46%	3	66.67%
Overheat	2	0.18%	3	-33.33%
Electrical	3	0.28%	0	300.00%
Steam	1	0.09%	2	-50.00%
Total Valid Alarms	38	3.49% of Total Incidents	31	22.58%

<u>False Alarm Activations</u>	<u>Count</u>	<u>Percent of Total Incidents</u>	<u>Previous Year</u>	<u>Change</u>
Unintentional	282	25.87%	257	9.73%
Malfunction	175	16.06%	171	2.34%
Other	0	0.00%	5	-500.00%
Malicious	11	1.01%	0	1100.00%
Total False Alarms	468	42.94% of Total Incidents	433	8.08%

<u>Structure Fires With Significant Loss</u>	<u>Date</u>	<u>Stations</u>	<u>Alarms</u>	<u>Estimated Loss*</u>	<u>Summary</u>
1069 Byron	4/14/2011	6, 2	1	\$155,000.00	Single Family Dwelling
555 Kirts	7/22/2011	3, 4, 1	2	\$245,000.00	Apartment Building
1207 Alameda	10/15/2011	5, 2, 1, 4	2	\$245,000.00	Apartment Building
4235 Cactus	11/19/2011	5, 1, 4	1	\$162,000.00	Single Family Dwelling

*Replacement Cost of Real & Personal Property



<u>Mutual Aid</u>	<u>Date</u>	<u>Stations</u>	<u>Alarms</u>	<u>Type</u>	<u>Summary</u>
1710 Hillwood, Bloomfield Hills	5/12/2011	3, 6	2	Provided	Single Family Dwelling
15417 Northgate, Oak Park	11/1/2011	3	2	Provided	Apartment Building

Accomplishments

The Troy Fire Department standardized its response to structure fires by adding Rescue 4 for Rapid Intervention Crew, and an air tender to each response.

The Troy Fire Department was awarded a \$25,000 Assistance to Firefighter Grant for personnel accountability and RIC training to be implemented in 2012. This personnel accountability system will allow for better tracking of firefighters at an incident to help insure their safety & survival.



CITY COUNCIL AGENDA ITEM

Date: March 22, 2012

To: John Szerlag, City Manager

From: Mark F. Miller, Assistant City Manager/Economic Development Services
Jeff Biegler, Recreation Director

Subject: Friends of Troy Seniors

This memo will update you on the status of the Friends of Troy Seniors group. This 501.c3 organization was formed in the fall of 2011 and they have taken responsibility for many senior programs that were jeopardized due to staff cuts. They are also developing a database of volunteers who will be able to help with a variety of senior programs and services. They are actively seeking corporate sponsors and holding fund-raising events. In addition, they have accomplished the following:

Office at Community Center: The City is providing office space and phone service at the Community Center for the Friends, and they opened their office in November 2011. They have three computers that were donated by Compuware. The office is staffed by volunteers Monday – Friday from 10 am – 2 pm who offer a friendly greeting and information to senior visitors.

Tax Appointments: Almost 500 tax returns were prepared here last year for low to moderate income seniors. Due to front desk staff cuts, the City can no longer schedule the appointments. The Friends have assumed that responsibility.

Document Shredding: This program was eliminated due to staff cuts. The Friends have picked up this bi-annual event that services approximately 200 seniors each time it is offered.

Flu Shots: The free event, held each fall and attended by 800+ seniors, was scheduled to be discontinued. The Friends found a sponsor to cover the room cost and also provided and organized the volunteers on the day of the event.

Brochure Rack: The Friends have assumed responsibility for the brochure rack rental. The City will continue to receive revenue equal to the amount we were receiving (\$1800). The Friends will sell the spaces, maintain the rack and keep any additional revenue they generate.

Reading Room: The Friends have assumed responsibility for the reading room – organizing the magazine subscriptions, puzzles, bulletin board, etc.



CITY COUNCIL AGENDA ITEM

Garage Sale: The Friends will co-sponsor the garage sale this year, providing volunteers on the day of the event and handling concessions, allowing the City to bring back this popular event after it was cancelled in 2011. We will split the revenue with the Friends.

Birthday Party: When the City discontinued purchasing the ice cream cups for the birthday party, Emerald Food Service agreed to donate bulk ice cream and the Friends took on the responsibility of serving it at the birthday party each month.

Blood Pressure: The Friends have taken on the responsibility of staffing the volunteer blood pressure program and lining up subs when needed. They are also looking at expanding the program to more than once a month.

Speakers: This is another program that was offered free to seniors that has been picked up by the Friends. When a sponsor approached me and offered to cover the room cost, the Friends agreed to do the legwork and set up the monthly speaker's series which will start in March.

Pizza Lunch: Due to budget cuts, the federally funded lunch program is now cancelled on federal holidays. The Friends are offering a pizza lunch on President's Day in February and will continue with this if it is well received.

Dances: Discontinued with the first round of staff cuts, the Friends are bringing back the dances starting on March 14. If well received, they will offer more dances.

Baked Goods: Forgotten Harvest was looking for a place where Starbucks could donate day-old baked goods. The Friends, due to their 501.c3 status, were able to accept these baked goods and willingly lined up volunteers to pick them up and serve them. Therefore, seniors visiting the Community Center are able to enjoy free baked goods twice a week.



CITY COUNCIL AGENDA ITEM

Date: March 30, 2012
To: Mayor and City Council Members
From: John Szerlag, City Manager
Subject: Responses to Budget Issues

During individual table discussions we have had over the past few weeks, some issues were brought up that pertain to the upcoming budget sessions. As such, please consider this as the first installment of answers. Specifically, attached you will find the following:

1. Memorandum from Police Chief Gary Mayer regarding the International City Management Association (ICMA) implementation plan and progress report for the Police Department.
2. Memorandum from Human Resources Director Peggy Sears regarding how pay and benefits in Troy compare to pay and benefits in other communities.
3. Memorandum from IT Director Gert Paraskevin and Interim Director of Finance and Administrative Services Tom Darling regarding an analysis of our Information Technology Department.
4. Memorandum from Assistant to the City Manager/Coordinator of Continuous Improvement Monica Ireland regarding an analysis of outsourcing cross-connection controls.

As always, please feel free to contact me should you have any questions.

C: Gary Mayer, Chief of Police
Peggy Sears, Human Resources Director
Gert Paraskevin, IT Director
Tom Darling, Interim Director of Finance & Administrative Services
Monica Ireland, Assistant to the City Manager/Coordinator of Continuous Improvement



INTEGRITY * RESPECT * LAWS AND THE CONSTITUTION * ACCOUNTABILITY * PROBLEM SOLVING * PROFESSIONALISM

MEMORANDUM

DATE: February 3, 2012

TO: John Szerlag, City Manager

FROM: Gary G. Mayer, Chief of Police 

RE: ICMA Implementation Plan and Progress Report / Police Department

Included with this memo, please find the latest Police Department ICMA Progress Report. This report was compiled by Lieutenant Thomas Gordon. In addition to his regular duties he has been appointed as the change manager for the Department.

The report details the continuing progress that the Police Department is making to achieve the milestones presented by the ICMA report. What this report does not convey is the impact the reduction of staff has had on the people of this Department or the community we serve.

With more than \$5,000,000 (19%) budgeted reduction for police operations we have now entered the point of the change process where there will be a more significant and noticeable impact on the services we have traditionally provided. The individual focus groups established to examine the feasibility of implementing the change in service recommendations made by ICMA have reported their findings to Lieutenant Gordon. These focus groups were made up of command officers, patrol officers, detectives, support personnel, as well as stakeholders from the retail, alarm management, and traffic engineering community. While some of the findings are still being evaluated, there are already some changes that have been implemented, or are in the process of being implemented, as follows:

- Due to a 50% reduction in the number of trained Evidence Technicians, there will no longer be automatic Evidence Technician response to property crimes, with the exception of Home Invasions and Business Burglaries. Crimes against persons will still receive the services of an Evidence Technician, but crimes such as larcenies, malicious destruction of property, fraud, larceny from automobiles, and vehicle thefts will not receive specialized crime scene follow up except in extenuating circumstances.
- Adult suspects detained for misdemeanor Retail Fraud/Shoplifting crimes, who possess a valid photo ID, will no longer be transported to our lockup facility and booked. Instead, the responding officer will simply issue an appearance ticket to the individual.

- Juvenile suspects detained for misdemeanor Retail Fraud/Shoplifting crimes will be turned over to their parent or legal guardian at the scene of the incident. It will be the responsibility of the retail store's loss prevention officer to call the parent/guardian and have them respond to the store. Once it has been confirmed that a parent/guardian is on the way, an officer will be dispatched to the store to take the report. This will greatly reduce the amount of time that our officers are out of service waiting for parents to arrive at the police station to take custody of their child.
- Police Officers are no longer responding to medical runs of a non-life threatening nature. There are a few exceptions to this policy change, but for the most part, officers are no longer responding to routine medical runs. This change in policy was implemented on January 10, 2012, and its impact on freeing up officers time is being tracked.
- The new online lobby reporting system is very close to being implemented. There are currently two reporting stations set up in the lobby of police headquarters. Citizens will be able to access these computers and enter the information needed for their police report on their own. It is anticipated that this system may be expanded in the future to permit citizens to file their own police reports from home.

Although the mandated reductions will impact the types of police services available in this community, we are a professional organization made up of dedicated people. Reduced service does not equate to poor service. Although there will be less services than in the past, we remain committed to providing this community with professional public safety by effectively and efficiently utilizing the resources that we are allocated.

The Troy Police Department remains committed to our mission to enhance the quality of life in our community by forming partnerships that provide for the protection of life and property and maintain the peace through police service.

ICMA Recommendations

February 6, 2012

Implementation Plan and Progress Report – Troy Police Department:

Immediate to 6 months:

- 1) Appoint “Change Agent”. DONE 4APR11. Captain Mott is now the Administration Captain with “change agent” responsibilities. Effective 01JUL11, Lt. Gordon is new change manager. **DONE**
- 2) Maintain four patrol shifts and ten-hour tours. **DONE**
- 3) Reorganize the Professional Standards and Community Services Division and transfer the duties, responsibilities, and personnel to other Divisions. In progress. Transitional Organization Chart completed. Captains have been reassigned; personnel to follow. Updated organization chart completed and distributed 24JUN11. Reassignment of personnel continue; redistribution of workload ongoing. Effective 15SEP11, PIO/CSS Lieutenant and responsibilities transferred to Operations Division – Road Patrol. Transitional Organizational Chart updated. **DONE**
- 4) Transition a captain position. DONE 4APR11. One captain transitioned to “change agent” position. Effective 30JUN11, Captain Mott retires. Two division captains remain. **DONE**
- 5) Establish Intelligence Dissemination Program for Operations Division Supervisor Use. In progress. Crime Mapping program established and reviewed at each shift’s daily roll call. More to follow. As of 1 AUG11, On-line Crime Mapping program is fully operational and used by supervisors at each roll call. **DONE**
- 6) Review of police vehicle markings. Most vehicles now marked. **DONE**
- 7) Address CLEMIS deficiencies. In progress. Research is being conducted to identify more efficient data collection methods. As of 20SEP11, the new TalonMDC, and CLEAR report writing systems have been fully implemented. **Significant connectivity issues have been identified and are being addressed. In progress.**
- 8) Empanel internal “re-engineering” sessions to communicate organizational modifications to all employees. In progress. Volunteers identified and assigned to various committees (see below). Committee responsibilities will include regular

ICMA Recommendations

- progress reports/communications to Department members disseminated through Lt. Gordon. **All committees have reported their findings to Lt. Gordon, and the results are being reviewed and/or implemented. In progress.**
- 9) Broader use of volunteers. Continuing. Volunteers, as well as the Citizens on Patrol program, continue to provide valuable service. Hours volunteered by these citizens are being tracked and reported to City Management and Council through the Office of the Chief of Police. **Continuing.**
- 10) Establish Calls for Service Committee to explore workload reduction possibilities, including:
- a. Eliminate response to routine medical calls. **The committee has reported their findings. Policy is being rewritten, and changes are being made to the types of medical runs that officers respond to. Generally, only life threatening medical runs will receive police response.**
 - b. Eliminate response to property-damage-only motor vehicle accidents. **The committee recommends no change in our response to property damage accidents at this time. This issue will be tracked, with the possibility of a reduced level of response in the future.**
 - c. Establish a burglary alarm reduction program to drastically reduce response to these calls. Committee selection in progress. **We have already implemented many of the security industry's "best practices" in our alarm response. The committee continues to explore the possibility of proposing changes to the alarm ordinance that would reduce the number of false alarms requiring police response.**
 - d. Eliminate response to animal calls. **DONE.** Oakland County Animal Control in place as of 15APR11. Sgt. Szuminski assigned remaining ACO oversight duties (e.g., Liaison w/OCAC, permit oversight, ACO general order re-write). **DONE**
- 11) Examination of dispatch times and code priorities to reduce dispatch times. In progress. **DONE.** CAD priorities reviewed and changed so that only incidents that are always priorities (e.g., PI accidents and B&E in progress) are included in data for future review

ICMA Recommendations

(Brandimore). Note: This will be continuously monitored for quality assurance purposes. **DONE**

- 12) Empanel a committee to examine amount of time spent on administrative and other out-of-service activities. Committee is in place; progress is ongoing and coupled with other Operations Division goals. Note: This will be continuously monitored for quality assurance purposes. **DONE**

6 months to 1 year:

- 1) Six-month evaluation of the Department's progress accompanied by a meeting with City Administration to review implementation of ICMA recommendations. Communication between Lt. Gordon and Police Administration is continual. Tracking of activities which contribute to the implementation of ICMA recommendations is also continual.
Continuing.
- 2) Begin implementation of committee recommendations. **Continuing.**
- 3) Automated Report Taking. **Hardware is in place for on-line and police lobby report taking. The self-reporting kiosks are planned to be operational by February 15. In progress.**
- 4) Create a new division called the Investigations and Administrative Division. This division will combine the duties and responsibilities of the former Investigations Division and administrative duties. **DONE**
- 5) Eliminate the Juvenile Unit. School Resource Officers to be eliminated June of 2011. The remainder of the Juvenile Unit will be reassigned to general investigations. **DONE**
- 6) Recall and reassign officers assigned to specialized task forces. **Detectives assigned to DEA and ICE will remain, due to the drug forfeiture revenue that they generate. The detective assigned to NET has been recalled and reassigned to uniform patrol. DONE**
- 7) Alter work schedules of investigators to cover weekends. **Study complete; unnecessary due to change in Domestic Violence arraignment requirement. DONE**
- 8) Needs assessment of existing building. Explore feasibility of shutdowns, space sharing or subletting of space. **In progress.**

1 year to 2 years:

ICMA Recommendations

- 1) Merge the Special Investigations, Criminal Intelligence, and Directed Patrol Units.
- 2) Transfer the Community Services Section to the Operations Division; re-align duties.
DONE
- 3) Reduce and relocate the Training Unit. Review/revise training schedules and plans.
Training Unit has been relocated to police headquarters. **In-service “roll call” training has begun. DONE**
- 4) Continue implementation of committee recommendations.
- 5) Evaluate and implement differential police response options (e.g., eliminate response to minor property crimes; refer to on-line or in-person police lobby reporting options, reports by appointment; referrals for juvenile retail frauds; elimination of response).
Review is ongoing.
- 6) Evaluate and report on progress. Adjust as necessary.

2 years plus:

- 1) Eliminate the Traffic Unit and redistribute these responsibilities to patrol. While maintaining Traffic Unit duties, the officers have been redeployed from the Special Operations Section to the road patrol shifts. **DONE**
- 2) Adopt a generalist approach to all police activities, as opposed to current specialist approach. **Elimination of Juvenile Unit, Traffic Safety Unit, and reduced ET response has occurred. In progress.**
- 3) Continue implementation of committee recommendations.
- 4) Team-led enforcement by patrol officers (led by a supervisor directed at specific crime or disorder situations) to replace the activity of specialized units.
- 5) Streamline and improve the warrant process.
- 6) Evaluate and report on progress. Adjust as necessary.



Human Resources Department

Date: March 29, 2012

TO: John Szerlag, City Manager

FROM: Peggy Sears, Human Resources Director 

SUBJECT: How Pay and Benefits in Troy Compare to Pay and Benefits in Other Communities

In September, 2010, City Council approved the retention of the International City Management Association (ICMA) to conduct an Organizational Restructuring Study. This study incorporated a comparative benefits review consisting of post-retirement, health, pension, current salary, and benefits. The resulting Summary and Recommendations concluded that Troy's salary and benefits compare well to other Michigan jurisdictions, especially in light of recent cost reduction efforts and employee concessions. Efforts to manage costs have been more aggressive than efforts by other Michigan cities, in particular the City's effort to manage and contain pension and post-retirement benefit costs. These comparisons and cost management efforts are discussed in more detail below.

1. *Even before employee concessions, Troy Salaries as of 2010 are Comparable to Other Communities*

Comparing Troy salaries to local comparable communities shows actual salaries being paid to upper management employees are 7% below average. In a comparison of over 30 classifications in cities with a population between 60,000 – 125,000, it was determined that salaries in Troy were comparable. (ICMA defined "comparable" as being within a range of +/-15% in order to account for statistical variations in sample size, differences in job descriptions, etc.).

It is significant to note that Non-union employees have had *no pay raise since 2008*. By comparison, some cities have held their salaries static, but many have increased wages from 1 to 3 percent.

2. *Troy leads most communities in reducing benefit costs*

In a study conducted by the Michigan Municipal League of 300 communities, Troy is part of a short list of communities that have aggressively taken steps to reduce pension costs. Specifically:

- Only 27% require new employees to participate in Defined Contribution (DC) pension rather than the more costly Defined Benefit (DB) pension. Troy began eliminating DB for new hires 14 years ago, and currently 75% of the employees are now in DC.
- Only 13% utilize Retiree Health Savings (RHS) accounts to replace retiree health insurance. Troy began eliminating retiree health insurance for new hires beginning in 2006; currently, 12% of the employees are enrolled in RHS.
- Only 21% have eliminated longevity pay for new hires. Additionally, many cities continue to pay longevity to all employees, and some continue to have uncapped longevity pay based on percent of salary. Troy longevity payments have been capped for more than 20 years, and 19 years ago Troy began eliminating longevity pay for new hires. To date, only 30% of the employees still receive longevity pay.

3. *The ICMA conclusion that Troy employees are not overpaid compared to comparable cities was reached prior to employee concessions. Since then, non-union employees have agreed to significant concessions including:*

- 5% pay reduction with the use of furlough days
- Additional 1.9% pay reduction each pay period (employees work 80 hours but get paid for 78)
- 5% contribution toward the cost of their health insurance in addition to reduced health insurance benefits

4. *All six unions have agreed to at least 10% concessions*

Employees in every bargaining unit have partnered with administration to reduce payroll costs. These discussions included re-opening contracts that had not yet expired.

5. *Troy has been and continues to pursue savings in health insurance.*

These efforts have included the elimination of the traditional health insurance plan, instituting higher deductibles and co-pays, increasing employee premium-sharing, incentives for employees who don't need health insurance to opt out of employer-provided coverage, and aggressively negotiating with providers to try to minimize rate increases. In fiscal year 2010-2011, premiums paid by the City were reduced by nearly \$320,000 from fiscal year 2009-2010.

In conclusion, the City of Troy's efforts to manage and contain pay and benefits have been leading edge in comparison to other cities, and we have positioned ourselves to minimize exposure to higher costs in the future. That said, we need to be cognizant of the potential to no longer be competitive in the market. This was expressed in the ICMA report, and has already come to light in attempting to recruit for specialized positions as well as retain qualified employees. We have had little or no success in attracting candidates for positions requiring significant skill or education, and we have lost valuable, experienced employees to positions paying more than Troy.



INFORMATION TECHNOLOGY DEPARTMENT

Date: March 30, 2012

To: John Szerlag, City Manager

From: Gert Paraskevin, Information Technology Director
Thomas E. Darling, Interim Director of Finance & Administration

Subject: Analysis of the Information Technology Department

Executive Summary

In 2012 the IT Department budget comprised 1.2% of the total City budget. For the 2013 budget that percentage should remain relatively constant.

To answer the question: "Can the City save money by outsourcing the Information Technology Department?" a review of the departmental costs and service level was completed. The result was clear. There would be no benefit to the City from either a cost or level of service stand point to outsource the IT Department. This conclusion was reached based on these findings:

1. ICMA recognized that the IT Department operates effectively and has contributed significantly to city-wide process improvement efforts and efficiency enhancements.
2. An analysis of 2013 personal services costs in comparison to the contract market, indicate IT Department staff are significantly undervalued.
3. An analysis of the IT Department budget for 2013 identifies that only 48% of the costs are variable and subject to outsourcing. If in fact all functions were outsourced it would be an incremental cost of \$290,000 to the City.

To further illustrate how the costs for the IT Department are allocated the computer chargeback was also broken down by function. Note that in the 2013 budget all public computers at the Library as well as all other contractually supported computers (Safebuilt, Billy Casper and Troy Historic Village) will be charged \$2,785 per computer rather than the full \$3,300 as result of their lower support requirements in some of the functional areas.

The following analysis provides all the underlying details.



INFORMATION TECHNOLOGY DEPARTMENT

Analysis

The analysis of the cost and service level of the IT Department was addressed in three different ways:

1. Current status of the ICMA recommendations.
2. Comparison of staffing costs to the market.
3. Services/Functions performed and how they relate to the budget.

1. ICMA Report

Findings and Progress:

The IT Department will likely be able to sustain current operations and service levels over the five-year planning period; however, ICMA identified options (below) that could increase productivity and/or allow for increased service levels within the projected resource commitment. Based on the ICMA analysis, Troy's IT Department operates effectively and has contributed significantly to city-wide process improvement efforts and efficiency enhancements.

Information Technology:

Alternative Service Delivery Options:

1. Offer to provide IT services to other jurisdictions. Examine the potential for providing GIS support (provide services, such as hosting, support and advanced planning and development); hosting New World and/or supporting and assisting with implementations; and providing services and expertise in the customer service and asset management area. Initiate a process to determine pros and cons and to determine potential target jurisdictions.

The City currently has the infrastructure and administrative costs in place for IT services. Any incremental costs for providing services to other jurisdictions would be competitive in the market. We have had and continue to have conversations with other jurisdictions to explore the possibility of mutually beneficial arrangements that can exploit our strengths and generate revenue without a negative impact on the City. Those jurisdictions have included Madison Heights, Sterling Heights, Washington Township, Wyandotte and Ferndale. We are currently actively talking to both Sterling Heights and Ferndale.

We currently provide and charge for services to both Billy Casper Golf and Safebuilt. They represent two private companies that have taken over specific operations for the City. In addition, we continue to provide services to the Troy Historic Village, which is now a separate non-profit organization.



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As for the idea of hosting New World, we have approached New World Systems to engage them in actively promoting the City of Troy as a potential partner to other communities during their sales/rfp response cycle.

Any in-sourcing commitments made will have to work around time and resources committed to Troy specific projects.

Current list of projects (not complete):

GIS

1. Implementation of a public portal for Cityworks/Service Requests
2. Improve workflow of the sidewalk replacement program
3. Development of an address management database
4. Upgrade of Cityworks to new release

Programming

1. Development of a Tax Payer Profile providing efficiency to the Treasurers office
2. Programming modifications related to the BSA upgrade
3. Programming modifications related to Cityworks upgrade
4. Programming modifications related to LibertyNet conversion
5. Programming modifications related to New World Next Gen upgrade
6. Development of a Streetlamp Work order web application utilizing Cityworks
7. Enhancements to the Fire Department Incident Notifier application
8. Development of a Monthly Vehicle rental management

Application support

1. Upgrade of New World to Next Gen Version
2. Upgrade of BS&A to .Net version
3. Conversion of LibertyNet document imaging to OnBase
4. Upgrade of Faster Vehicle Maintenance
5. Implmentiaton of Utility Billing for Hydrant Rentals

Network

1. Implementation of alternate field delivery, possibly iPads
2. Upgrade of wireless access security
3. Upgrade of email system to Exchange 2010
4. Implementation of internet connection load balancing
5. Implementation of wireless for fuel imports

PC Support

1. Roll out of new PCs and/or implementation of virtualization
2. Roll out of Windows 7 and Office 2010 for Library public computers and training room.
3. Training on Windows 7



INFORMATION TECHNOLOGY DEPARTMENT

4. Support of Smartphones

2. Investigate collaborative efforts that would be beneficial to Troy IT. Regional collaborative approach exists in other parts of the country (see Appendix). This may provide long-term opportunities for cost reduction and flexibility.

The IT Department currently participates in several regional programs and will continue to investigate opportunities for collaboration:

Utilize various regional contracts for technology purchases: State of Michigan, Oakland County, US Communities, Regional Educational Media Centers (REMC), and National Intergovernmental Purchasing Alliance (NIPA).

Share space in the Troy School District data center allowing an offsite backup and recovery location.

Utilize several Oakland County offerings including: Clemis, Fire Records Management, GIS data, and GovDelivery for e-notifications.

3. Continue to consider possible outsourcing opportunities for specific services as they arise.

As a matter of practice we utilize outside services to augment our expertise. Sample projects include:

- Implementation of Cityworks
An outside vendor, Woolpert, was utilized for a limited engagement to provide the initial knowledge and expertise to implement Cityworks. We were able to continue and complete the project at a reduced cost. Woolpert hourly rate: \$175
- Implementation of VMware
A VMware expert was engaged from CDW-G to provide us with the initial training and implementation. Complete roll-out finished by in-house staff at a much lower rate. CDW-G hourly rate: \$165
- Planned implementation of Exchange 2010
CDW-G will be engaged to provide initial expertise and training. They will assist in starting the implementation, but it will be completed by in-house staff at a lower cost. CDW-G hourly rate: \$165
- Upgrade to On-Base
Hyland Software will be engaged to begin implementation and provide expertise to in-house staff to complete the project. Hyland hourly rate: \$198



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Efficiency/Effectiveness Measures:

1. Investigate costs and benefits of purchasing hand-held devices for appraisers working in the field.

An upgrade to the .Net version of BS&A is required before devices can be deployed to the field. The new design is more conducive to tablet use. This upgrade will be completed on May 7, 2012. In addition, the 2013 budget includes funds to replace computers. At that time we will evaluate the cost/benefit of replacing traditional desktop computers with a tablet or other field device.

2. Consider lease financing of computers and laptops to assure regular replacement, payment structure and asset investment.

Leasing has been investigated in the past and has always proved to be more expensive. In addition, it provides no flexibility for extending the life of systems for financial or other reasons.

3. Establish performance metrics to enable comparison to other public and private IT Departments.

Investigating.

4. Conduct regular customer service satisfaction surveys.

A previous survey indicated an overall satisfaction level of 2.526 on a scale of 1 to 3 (1-Poor, 2-Good, 3-Excellent). Since then we have replaced one staff person that has resulted in improved support. The IT Department will continue to conduct surveys on an annual basis.

5. Finalize budget impact analysis – review by senior staff and City Council.

Was completed 11/16/2010.

6. Train staff in competitive contracting and process improvement.

Additional training can be added to the IT training budget if desired. However, the IT Department has already been very successful in implementing process improvements with technology throughout the City. In addition, we have been very successful during contract negotiations to receive no cost software and reduced implementation fees. Examples include:

- **Cityworks provided their Asset Management, Customer service, Work Orders and Inventory modules with no software license costs. The value of the software was \$200,000. We were also able to implement at a reduced rate of**



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\$50,000, when the normal rate was approximately \$150,000. Total Value \$300,000

- New World Systems provided their financial package with no software license costs. Value \$420,000.
- LibertyNet provided their document management software with no software license costs. Value \$270,000.
- APOS provided the Business Objects interface at no cost. Value \$20,000.
- GeoCortex provided ArcServer Framework software at a reduced cost for a savings of \$8,000.



INFORMATION TECHNOLOGY DEPARTMENT

2. Staffing Costs

In an effort to compare current staffing costs to outsourcing alternatives a review of available pricing from various contract companies and RFPs was conducted. The following summary illustrates that IT staff is below market contract rates in all but one position. The Robert Half Salary Guide for 2012 has also been included for comparison to the direct hire market.

Information Department Personal Services Analysis

Position	FT E	Hours	Salary	Total Compensation	Base Rate	Fully Burdened Rate	Average Contract Rate in the market	Robert Half Salary Guide 2012
GIS Administrator	1	1,976	71,590	114,524	36.23	57.96	96.00	NA
Network Administrator	1	1,976	76,742	130,934	38.84	66.14	69.82	76.94
Application Specialist	1.6	3,224	97,536	138,265	30.25	42.99	88.30	48.26
Data Proc Analyst/Programmer	1	1,976	59,038	108,275	29.88	54.64	71.93	63.91
Lead PC Specialist	1	1,976	55,775	101,156	28.23	51.64	52.92	50.26
PC Specialist/Help Desk Technician	2	4,056	98,386	168,535	24.26	41.53	38.97	36.58

Note:

The IT staff is somewhat unusual in that we provide not only technical support, but also project management and process improvement services to the City. IT has been the main force behind many of the systems that have been introduced to the City over the years. Examples include: Financial Management Software, Document Imaging Software, Geographic Information Systems, Customer Service and Asset Management.

In addition, each staff member functions in multiple capacities and are not specialized in just one specific area:

GIS Administrator – Supports and implements ESRI GIS software; also responsible for the implementation and support of Cityworks our customer service and asset management system, as well as develops programming scripts and SSRS reports. This position has been able to develop specific applications utilizing GIS and Cityworks to address specific business problems.

Network Administrator – Oversees the City’s network; also manages the Exchange email system, servers, security, virtual environment, SAN environment, and telecommunications.



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Also the resident expert in any new technology we might want to consider or pursue. As a result of research, often after work hours, has found free or very low cost software to improve IT support functions.

Application Specialists – These positions determine requirements for software needs, make recommendations, and implement applications. They provide front line support for a number of systems including: New World Financials, LibertyNet Document Management, BS&A Software (Tax, Assessing, Permitting, and Cemetery Maintenance), Vermont Systems RecTrac recreation tracking software, GovDelivery e-notification software, Moodle training software, and Codespear emergency notification software. This service provides a great time saver to departments, allowing them to concentrate on their work rather than taking time to research software issues then interact with software vendors to resolve them. Application Specialists are the experts in the software and also understand the business processes they are used for. As such, they are able to function as business analysts to implement new features which helps end users become more efficient. They also conduct training, write manuals, create reports, and perform all software upgrades.

Data Proc Analyst/Programmer – This position serves as our SQL database administrator and is responsible for technical website maintenance, custom programming (including new applications and interfaces between existing applications), as well as development of web applications.

PC Specialists – These positions provide hardware and software support to all workstation and laptop users. This support includes the image and install of new or replacement computers, as well as support for any peripherals such as printers, scanners, and copiers. In addition, to support of desktop software such as Windows, Microsoft Office, and Adobe; they also support specialized departmental software. For example: The Library uses Envisionware, Deep Freeze and Vendprint for public computers. The Clerks office utilizes Pollbook software for elections. PC Specialists support all desktop phones, as well as Smartphones, and set up equipment for Council and various boards and committees.

The industry average ratio of PC support personnel to computers is in the range of 60-120 computers per support person. In the City of Troy the ratio is 484:3 or 161 computers to 1 support person. This is markedly above the industry average.

There are several advantages to having in-house staff:

1. Familiarity with processes and procedures. Every organization is slightly different in how they implement systems. Completely new staff in a contract environment will lower service levels dramatically for an extended period of time. It would be difficult, if not impossible to replace the level of knowledge, expertise, and experience currently in place. There has been a very



INFORMATION TECHNOLOGY DEPARTMENT

heavy reliance on the IT Department especially during this period of budget issues and layoffs. Employees are required to take on unfamiliar new tasks and are looking for ways to make current processes more efficient. IT plays a key role in both those areas. IT is the expert in the applications they support and provide a great deal of assistance during this very difficult time. IT continues to implement new modules and work with departments to improve efficiencies. If the IT Department were to be outsourced, support requests would require assistance from our software vendors who charge relatively high contract rates to provide that type of assistance. For example New World Systems charges \$165 per hour to implement a module or create a custom report whereas IT's cost is \$43 per hour.

2. Additionally, if we were to rely more heavily on vendors we would be subject to their schedule and resource availability. Currently, requests for ad hoc reporting or system modifications are performed by in-house staff very quickly. One example is the recent requirement for a City dashboard. That project was completed within the timeframe required at no additional cost to the City. Similarly, the Open Troy website was completely developed and implemented by IT staff in a very short period of time at no cost.
3. Security would be a concern, especially for the Police and Fire Departments, because IT staff has access to very sensitive information. We have worked hard to develop trust between IT and the departments. It would be very difficult to build and maintain in a contract environment, especially if there was a great deal of turnover.
4. Employees often work after hours and on weekends to accomplish tasks so as to have little or no impact on end users. None of the hourly rates used in the analysis above take into account any premium costs that would have to be included in a contract situation.



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Contract Rate Details

Position	Average Contract Rate in the market	Kest Technologies	Reliance One	Corona consultants	Sierra Consulting	Sterling Heights GIS consultant	Wixom RFP	New World Systems Additional Support Services	Woolpert Cityworks Systems Analyst	Grand Rapids Outsourced Rates
GIS Administrator	96.00	67.00	55.00	88.00		111.00			175.00	80.00
Network Administrator	69.82	70.50	55.00	70.00	90.00		64.42			69.00
Application Specialist	88.30		50.00	88.00	82.50			165.00		56.00
Data Proc Analyst/Programmer	71.93	70.00	58.67	66.50	95.00					69.50
Lead PC Specialist	52.92		52.00	54.75	52.00					
PC Specialist/Help Desk Tech	38.97		35.00	43.88	46.00					31.00



INFORMATION TECHNOLOGY DEPARTMENT

3. Functions and Services Provided

Further evaluation of the IT Department was done to determine fixed versus variable costs by function or type of service. This analysis identifies the variable costs, which are costs that are associated to staffing, that could be eliminated by outsourcing and those that would remain. The remaining costs are referred to as fixed costs such as hardware maintenance, software maintenance, administrative costs etc, that would not be eliminated by outsourcing. Reducing fixed costs would require that one or more of the functional areas be eliminated or reduced.

From the detailed chart on the following page it is clear that 52% of the costs in the IT Department are fixed. Therefore only 48% are variable and subject to possible outsourcing. The following chart breaks down the per computer charge of \$3,300 based on this analysis.

Function	Admin/ Fixed	Network Support	Programming/ Web Development and Support	GIS Development and Support	Application Support	PC Support	Total	%
Cost Breakdown per computer	16%	15%	7%	11%	26%	25%		
Fixed	528	233	18	82	583	283	1,727	52
Variable	-	262	213	281	275	542	1,573	48
Total	528	495	231	363	858	825	3,300	

Of the per computer charge only \$825 is attributable to direct PC Support. The rest of the charge is split among the various services the IT Department provides.



INFORMATION TECHNOLOGY

Information Technology Budget Broken down by Function								
Function	Admin/Fixed	Network Support	Programming/Web Development and Support	GIS Development and Support	Application Support	PC Support	Total	%
Expense Category								
Staff Hours	1,976	1,976	1,976	2,470	3,224	6,032	17,654	
Fixed								
Personal Services (Administrative)	171,102						\$ 171,102	10.74%
Personal Services Legacy Retiree Medical	9,266	6,676	5,136	6,228	5,011	9,460	41,777	2.62%
Office Supplies	2,000						2,000	0.13%
Computer Supplies ¹		10,000				10,000	20,000	1.26%
Other Service Charges							-	0.00%
Communications	600	28,992					29,592	1.86%
Equipment Maintenance		24,010				9,100	33,110	2.08%
Contractual Services ²		38,872	475	29,000	273,525	9,912	351,784	22.09%
Computer Services Internal	3,300	3,300	3,300	3,300	6,600	99,000	118,800	7.46%
Education, Training and Books	1,000						1,000	0.06%
Membership Dues	100						100	0.01%
Other ³	63,400						63,400	3.98%
Total Fixed	250,768	111,850	8,911	38,528	285,136	137,472	832,665	52.28%
Variable								
Personal Services		124,013	102,842	129,588	133,597	261,021	\$ 751,061	47.16%
Other Service Charges							-	0.00%
Communications		600				1,800	2,400	0.15%
Computer Services Internal							-	0.00%
Education, Training and Books		550	1,100	1,050	1,000	1,000	4,700	0.30%
Membership Dues		800	450	550			1,800	0.11%
Other ³								0.00%
Total Variable	-	125,963	104,392	131,188	134,597	263,821	759,961	47.72%
Grand Total	\$ 250,768	\$ 237,813	\$ 113,303	\$ 169,716	\$ 419,733	\$ 401,293	\$ 1,592,626	
1 - Does not Include budgeted personal computer replacements - funded from fund balance 2 - Contractual Services is mainly comprised of software maintenance 3 - Other includes Insurance, Depreciation, and misc other charges								



INFORMATION TECHNOLOGY

The chart below provides the cost to outsource the variable portion of the budget based on the average contract rate. Note the green highlighted cost line which identifies the cost to outsource (hours in that function times the average contracted rate) is higher than the current variable cost line for the corresponding function highlighted in yellow. The total incremental cost would be \$290,341 more than the current variable staffing cost. It is clear that outsourcing would cost much more than the current in-house staffing.

Function	Admin/Fixed	Network Support	Programming/Web Development and Support	GIS Development and Support*	Application Support	PC Support	Total	%
Expense Category								
Staff Hours	1,976	1,976	1,976	2,470	3,224	6,032	17,654	
Total Fixed	250,768	111,850	8,911	38,528	285,136	137,472	832,665	52.28 %
Total Variable	-	125,963	104,392	131,188	134,597	263,821	759,961	47.72 %
Grand Total	\$ 250,768	\$ 237,813	\$ 113,303	\$ 169,716	\$ 419,733	\$ 401,293	\$1,592,626	
Contracted Average Hourly Rate								
		69.82	71.93	96.00	88.30	52.92/38.97		
	Cost	\$ 137,964	\$ 142,134	\$ 222,893	\$ 284,679	\$ 262,632	\$1,050,302	
Over/(Under) Current Variable Costs		12,001	37,742	91,705	150,082	(1,189)	\$290,341	

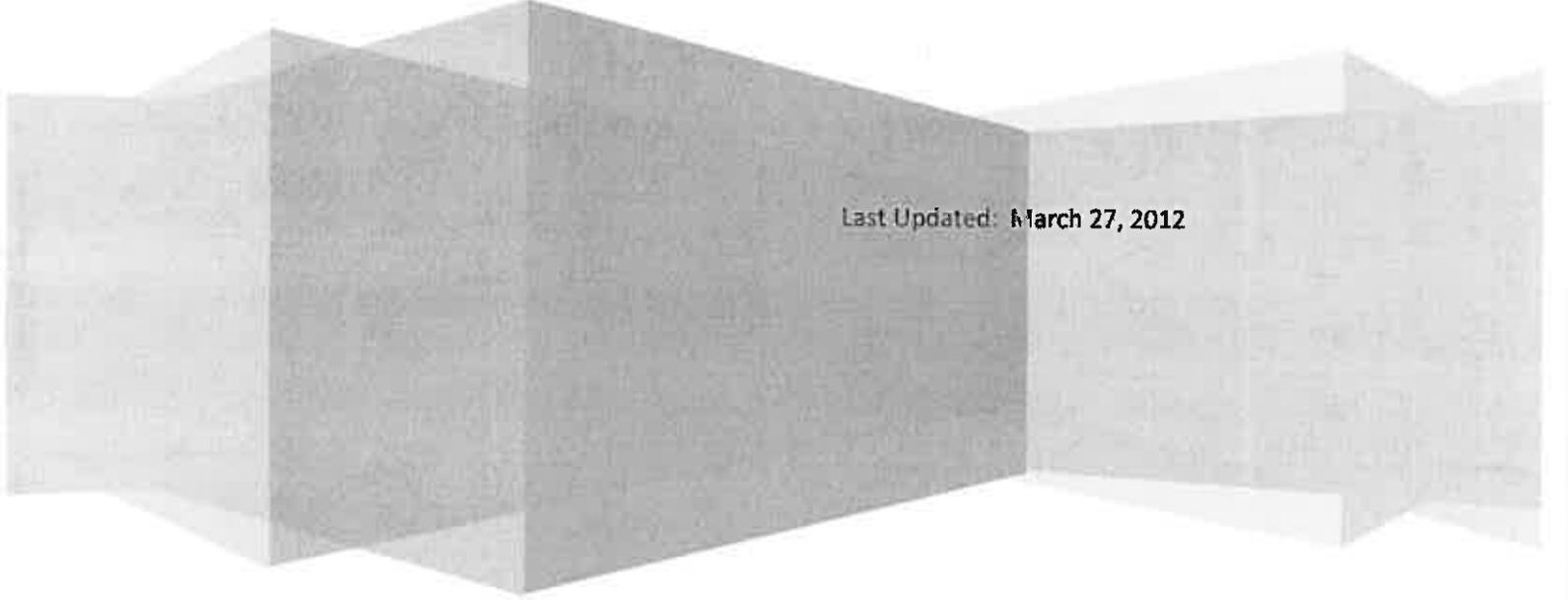
*Includes .25 FTE GIS Analyst position calculated at a 30% lower rate

City of Troy

HydroDesigns

Analysis of Outsourcing Cross Connection Controls

Monica S Ireland



Last Updated: March 27, 2012

Conclusion of Analysis

Since there is not a financial benefit, nor an organizational benefit to outsource the Cross Connection Controls, it is the recommendation of the Superintendent of Water & Sewer, Department of Public Works Director, and Coordinator of Continuous Improvement, to keep the Cross Connection Control in-house.

Background

In the summer of 2011, the Coordinator of Continuous Improvement, Superintendent of Water & Sewer, and Department of Public Works Director met with HydroDesigns to discuss what the company does and what services they can perform for the City.

HydroDesigns has its corporate headquarters in Troy. The company handles cross connection controls which include: program management, surveys/ inspections, data management, compliance reporting, and technical training.

Financial Impact

The financial analysis indicates that it may be financially detrimental to outsource the Cross Connection Controls.

HydroDesigns proposes taking on the Cross Connection Control for \$72,000 annually for a minimum of three years for a total of \$216,000.

The City currently pays one (1) full time employee to handle the Cross Connection Control. Looking at a five (5) year trend, the Cross Connection Program has cost approximately \$95,000 annually. At face value, it would seem that there is a potential for savings. Further analysis indicates other functions need to be considered.

The current cross connection employee performs other duties that would need to be absorbed or outsourced.

Other Duties:

Site plan review, monthly water sampling for schools, lead and copper sampling for the city, and testing/ maintenance of the city owned backflow devices would be approximately \$10,000 annually to outsource.

Recently the full time employee has also taken on Disinfectant Byproduct testing. This is approximately \$3,200 to outsource.

About 15% of the Cross Connection employee's time is used for the following functions:

- 1) Rental of water meters and backflow devices for fire hydrant usage by contractors
- 2) On call inspector for major snowfall events documenting contractors performance
- 3) He watches the miss dig print outs for activities requiring building permits or backflow devices
- 4) Provides sprinkler ordinance educational materials to water customers throughout the city
- 5) Customer service on items outside the cross connection whelm
- 6) When inspecting, keeps an eye out for fire service lines that are not being properly charged
- 7) He is authorized to issue court appearance tickets

It is the opinion of the Superintendent of Water & Sewer, and Department of Public Works Director that someone would have to be hired to take on these extra tasks as a cost of approximately \$13,000 a year.

Financial Calculator:

	HydroDesigns	City of Troy
	\$72,000 annually	\$95,000 annually
Other Contractor	\$10,000 outsource city-owned maintenance	
Other Contractor	\$3,200 Disinfectant Testing	
Other Contractor	\$13,000 extra tasks	
Total Financial Impact	\$98,200 Annually	\$95,000 Annually

With all tasks considered it would be a financial detriment to outsource this function.

Other Considerations/ Intangibles:

Our current full time employee, Matthew Kapcia, is a master plumber, a certified tester of backflow devices, and a licensed contractor. He has sat on the Michigan Backflow Association Board for the last decade and teaches classes for the association and the Michigan Department of Natural Resources and Energy (MDNRE). He sat on the committee that rewrote the Cross Connection Rules Manual for the MDNRE in 2008. During my discussions with HydroDesign, John Hudak, President and COO, admitted that there is not a better person to handle cross connections controls than Matt.

It is important to focus on the reasons an organization should outsource. The goal is ***to be able to provide the same (or better) level of service at a reduce cost to the residents.*** The same level of service may be accomplished with HydroDesigns (and other contactors that would need to be hired) but there would not be a savings to the residents.

HydroDesigns gave us a list of seven (7) "Common Reasons Companies Outsource" (see attachment 1). Using their list, there is no reason for us to outsource at this time.

Conclusion of Analysis

Since there is not a financial benefit, nor an organizational benefit to outsource this function, it is the recommendation of the Coordinator of Continuous Improvement, Superintendent of Water & Sewer, and Department of Public Works Director to keep the Cross Connection Control in-house.

As the city carries on with its "Continuous Improvement," this item will be reviewed again at a later date.



American Water Works
Association

Attachment 1

DSS Conference, Phoenix, Arizona
September 17-20, 2006

Common Reasons Companies Outsource

1. Reduce and control operating costs
2. Improve company focus
3. Gain access to world class capabilities
4. Free internal resources for other purposes
5. Resources are not available internally
6. Function difficult to manage/out of control
7. Share Risks

Top Factors in Vendor Selection

1. Commitment to quality
2. Price
3. References/reputation
4. Flexible contract terms
5. Scope of services
6. Value added capability
7. Cultural Match
8. Existing relationship
9. Location

Top Factors for Successful Outsourcing

1. Understanding of entities goals and objectives
2. A strategic vision and plan
3. Selecting the right vendor
4. Ongoing management of the relationship
5. Properly structured contract/agreement
6. Open communication
7. Executive support & buy-in
8. Use of outside expertise

Source: The Outsourcing Institute, <http://www.outsourcing.com> Survey of Current and Potential Outsourcing End-Users. The Outsourcing Institute Membership, 1998



www.hydrodesignsinc.com (800) 690-6651