



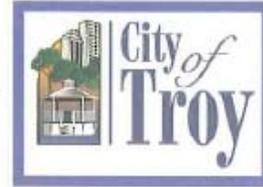
TROY CITY COUNCIL

REGULAR MEETING AGENDA

APRIL 16, 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 16, 2012 – 7:30 PM
Council Chambers
City Hall - 500 West Big Beaver
Troy, Michigan 48084
(248) 524-3317

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B. ROLL CALL:	1
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E. PUBLIC HEARINGS:	1
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Monday, August 27, 2012	Regular Meeting	15
Monday, September 10, 2012	Regular Meeting	15
Monday, September 24, 2012	Regular Meeting	15
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Monday, October 22, 2012	Regular Meeting	15
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SCHEDULED SPECIAL CITY COUNCIL MEETINGS: **15**

Monday, April 23, 2012	Special Budget Study Session.....	15
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INVOCATION:

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 16, 2012, due to _____.

Yes:

No:

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 City of Troy Proclamation: Building Safety Month – May 2012

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:

E-1 Re-Programming Community Development Block Grant (CDBG) Program Year 2008, 2009, 2010 and 2011 Funds

Suggested Resolution

Resolution #2012-04-

Moved by

Seconded by

WHEREAS, The City Council of the City of Troy, after conclusion of a Public Hearing on this date, April 16, 2012 has determined that program year 2008 unexpended funds of \$29,993.30 from Public Services (Yard Services); program year 2009 unexpended funds of \$50,388.00 from Public Services (Yard Services); program year 2009 unexpended funds of \$67,609.54 from Parks Recreational; program year 2010 unexpended funds of \$52,191.00 from Public Services (Yard Services); program year 2011 unexpended funds of \$61,985.00 from Parks Recreational (total of \$262,166.84) should all be re-programmed to the Flood Drain Improvements Project, Lovington Street from Minnesota to Dequindre in Section 36.

BE IT RESOLVED, That Troy City Council hereby **AUTHORIZES** City Administration to re-program funds from Program Years 2008, 2009, 2010, and 2011 to the Flood Drain Improvement Project, Lovington Street from Minnesota to Dequindre in Section 36. This project will be completed before the end of 2012.

Yes:

No:

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; Local Development Finance Authority (LDFA)** 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: 04/30/2014

Term 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	
Bloomingtondale	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

Local Development Finance Authority (LDFA)

Appointed by Mayor

5 Regular Members
Staggered 4 Year Term

Current Members:

Last Name	First Name	Appointment Expire	Notes 1
Adamczyk	Michael	6/30/2012	Resident Member
Beltramini	Robin	6/30/2014	City Council Rep
Bergeron	Stephanie	6/30/2012	Member
Kidder	Michael	6/30/2015	Member
Krauss	Maureen Donohue		Oakland County Designee
McGinnis	Maureen	11/11/2013	Alternate
Slater	Dane	11/11/2013	Alternate
Szerlag	John		City Manager
Vitale	Nickolas	6/30/2015	Resident Member

Nominations:**Term Expires: 06/13/2014**

Term currently held by: Robin Beltramini

**Term Expires: Oakland
County Designee**

Term currently held by: Maureen Donohue Krauss

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1	Notes 2
Hoef	Paul	11/21/2013		EDC exp. 4/30/2015
Sawyer Jr.	Thomas	2/3/2014		Municipal Bldg Authority exp. 01/31/2013
Sharp	John	7/15/2013	7/25/11 CC Res. reconsidered – appt'd Michael Kidder	Economic Dev. Corp. exp. 04/30/2015
Wilberding	Bruce	2/8/2014		Brownfield Redev. Auth. exp 4/30/2013

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	Requests Reappointment
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
Brake	Dan	4/4/2014	
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
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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 (h) (MCL 15.243 (g)) and MCL15.268 (e) Pending Litigation – Margaret Black v City of Troy.

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 April 2, 2012

J-3 Proposed City of Troy Proclamations:

- a) City of Troy Proclamation: Building Safety Month – May 2012

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 3: Exercise Renewal Option – Quarterly Newsletter – Troy Today**

Suggested Resolution

Resolution #2012-04-

WHEREAS, On July 12, 2010, Troy City Council approved a one-year contract to provide printing services for the Troy Today, Quarterly Newsletter with two, one (1) year options to renew to Grand Blanc Printing Co, Inc of Grand Blanc, MI, the vendor with the lowest bid and highest weighted final score, as a result of a best value process (Resolution # 2010-07-157-I-4a); and

WHEREAS, On July 11, 2011, Troy City Council exercised and approved the first one-year option to renew the contract for the 2011/2012 printing and distribution of the Troy Today, Quarterly Newsletter with Grand Blanc Printing Co, Inc of Grand Blanc, MI (Resolution #2011-07-165-J4f); and

WHEREAS, Grand Blanc Printing Co, Inc has offered to exercise the second one-year option to renew the contract for the printing of the 2012/2013 Troy Today under the same pricing structure, terms and conditions;

NOW THEREFORE, BE IT RESOLVED, That Troy City Council hereby **EXERCISES AND APPROVES** the second one-year option to renew the contract for the 2012/2013 printing and distribution of the Troy Today, Quarterly Newsletter with Grand Blanc Printing Co, Inc of Grand Blanc, MI, for an estimated total cost of \$39,008.00, at unit prices as originally bid on May 24, 2010, plus the actual cost of bulk rate postage and additional charges if needed not to exceed 10% of the original contract amount or \$3,900.00, with all other contract requirements the same to expire April 30, 2013.

- b) **Standard Purchasing Resolution 4: Award – Macomb County Cooperative Purchasing Agreement – Fleet Vehicles**

Suggested Resolution

Resolution #2012-04-

RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase two (2) 2012 Ford Fusions and one (1) 2013 Ford Taurus from Varsity Ford of Ann Arbor, MI, through the Macomb County Cooperative Purchasing Agreement for an estimated total cost of \$57,298.00.

c) Standard Purchasing Resolution 1: Bid Award – Auction Services

Suggested Resolution
Resolution #2012-04-

RESOLVED, That Troy City Council hereby **AWARDS** a two-year contract to provide auction services with an option to renew for two (2) additional years for the City of Troy municipal offices, to the low total bidder, Chuck Cryderman & Associates LLC of Armada, MI, with all auction expenses paid through buyers' premiums as indicated on the attached bid tabulation dated 3/7/2012, with the exception of optional services to inventory items and provide printed inventory reports if necessary, at a cost of \$25.00 per hour; the contract expires April 15, 2014.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT UPON** contractor's submission of properly executed bid and proposal documents, including insurance certificates and all other specified requirements. In addition, other trade publications or online auction websites can be used to market specialty pieces of equipment as long as there is no cost to the City.

BE IT FINALLY RESOLVED, That the Mayor and City Clerk are **AUTHORIZED** to execute an Agreement with Chuck Cryderman & Associates LLC once in acceptable form.

d) Standard Purchasing Resolution 8: Best Value Award – Municipal Testing Services for the 2012-2015 Construction Seasons

Suggested Resolution
Resolution #2012-04-

RESOLVED, That Troy City Council hereby **APPROVES** two (2) three-year contracts for municipal construction testing services with an option to renew for an additional three (3) years to the two (2) highest rated bidders, Professional Service Industries, Inc, (PSI), of Troy, MI; and Testing Engineers and Consultants, Inc (TEC), of Troy, MI; as a result of a best value process expiring March 31, 2015, at unit prices contained in the tabulation opened March 14, 2012, with additional services priced as outlined in their respective rate schedules, copies of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That the awards are **CONTINGENT UPON** consultants' submission of properly executed proposal and contract documents, including agreements, insurance certificates and all other specified requirements.

BE IT FINALLY RESOLVED, The Mayor and City Clerk are **AUTHORIZED** to execute the agreements once in acceptable form.

J-5 Robert and Michelle Riddle v City of Troy

Suggested Resolution
Resolution #2012-04-

NOW THEREFORE, BE IT RESOLVED, That the Troy City Council hereby **ACCEPTS** the Plaintiff's confidential settlement offer, which was presented on April 3, 2012 in a Closed

Session, and **DIRECTS** the City Attorney to take the actions necessary to facilitate the settlement with our insurance carrier.

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 Mayor Daniels Advanced Mayor for a Day Essay Contest

M. COUNCIL COMMENTS

M-1 No Council Comments Advanced

N. REPORTS

N-1 Minutes – Boards and Committees:

- a) Liquor Advisory Committee-Final-March 12, 2012
- b) Planning Commission-Special/Study-Draft-March 27, 2012
- c) Planning Commission-Special-Draft-March 27, 2012
- d) Planning Commission-Special/Study-Final-March 27, 2012
- e) Planning Commission-Special-Final-March 27, 2012
- f) Election Commission-Final-March 29, 2012

N-2 Department Reports:

- a) City Employees' Short-Term Disability (STD), Long-Term Disability (LTD), Life, and Accidental Death and Dismemberment (AD&D) Insurance Coverage

N-3 Letters of Appreciation:

- a) Letter of Appreciation to Chief Mayer from Special Agent Jeffrey Frost, United States Secret Service, Thanking Lieutenant Gordon, Sergeant Harden and the Troy Police Department for Assistance

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

N-5 2012 First Quarter Litigation Report

N-6 M. Amelia (Neal) Jermano v City of Troy et. al.

N-7 T.R. Pieprzak Company v City of Troy

N-8 US Secret Service – National Computer Forensic Institute (NCFI)

N-9 Responses to Budget Issues

- a) City Manager’s Memorandum Explaining General Fund Balance
- b) City Assessor’s Memorandum Summarizing In-House vs Outsourcing the Assessing Department

O. STUDY ITEMS

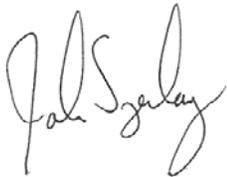
O-1 No Study Items

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, 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

**PROCLAMATION
BUILDING SAFETY MONTH - MAY 2012**

WHEREAS, Our City's continuing efforts to address the critical issues of safety, energy efficiency and sustainability in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound; and

WHEREAS, Our confidence is achieved through the devotion of vigilant guardians – Building & Safety Officials, architects, engineers, builders, laborers and others in the construction industry, who work year-round to ensure the safe construction of buildings; and

WHEREAS, These guardians implement the highest-quality codes to protect our citizens in the buildings where we live, learn, work, worship, and play; and

WHEREAS, **Building Safety Month** is sponsored by the Building Inspection Department to remind the public about the critical role played by our communities' largely unknown guardians of public safety, our dedicated Building & Safety Officials, who assure us of safe, efficient and livable buildings; and

WHEREAS, **Building Safety Month 2012**, encourages all citizens of Troy to raise awareness of the importance of building safety; green and sustainable building; pool, spa and hot tub safety; and new technologies in the construction industry; and

WHEREAS, Each year, in observance of **Building Safety Month**, citizens of Troy are asked to consider projects to improve building safety and sustainability at home and in the community, and to acknowledge the essential service provided to all of us by the Building Inspection and Safety Department in protecting lives and property.

NOW, THEREFORE, BE IT RESOLVED, That the Mayor and City Council of the City of Troy take this opportunity to proclaim May, 2012 as Building Safety Month in the City of Troy, Michigan; and

BE IT FURTHER RESOLVED, That the Mayor and City Council call upon all citizens, community agencies, organizations and businesses in Troy to encourage all citizens of Troy to learn the appropriate steps everyone can take to ensure that the places we live, learn, work, worship and play in are safe and sustainable, and recognize that countless lives have been saved due to the implementation of safety codes by the Building Inspection and Safety Department.

Presented this 16th day of April 2012.



CITY COUNCIL ACTION REPORT

April 4, 2012

TO: John Szerlag, City Manager

FROM: Mark Miller, Director of Economic & Community Development
Cindy Stewart, Community Affairs Director

SUBJECT: Public Hearing – Re-programming Community Development Block Grant (CDBG) Program Year 2008, 2009, 2010 and 2011 funds

The Public Service/Yard Service account for CDBG program year 2008 has a balance of \$29,993.30; the Public Service/Yard Service account for CDBG program year 2009 has a balance of \$50,388.00; the Parks Recreational account for CDBG program year 2009 has a balance of \$67,609.54; the Public Service/Yard Service account for CDBG program year 2010 has a balance of \$52,191.00; and the Parks Recreational account for CDBG program year 2011 has a balance of \$86,985.

The balance of funds from Program Years 2008, 2009 and 2010 must be expended or relinquished.

The proposed Flood Drain Improvement project in Section 36 consisting of installing storm drains with catch basins on Lovington Street, Minnesota to Dequindre is an extremely large project. Additional funding is needed to complete this project.

The Section 36 Park Project will be completed this summer with \$25,000 from Program Year 2011 funds, and no additional funds from 2008, 2009 or 2010 are needed.

Unexpended funds for CDBG Program Year 2008 and the CDBG Program Year 2009 funds must be exhausted by December 31, 2012 in order for the City to be reimbursed by Oakland County through the CDBG Program.

City Management recommends reprogramming CDBG Program Year 2008 unexpended funds in the amount of \$29,993.30; CDBG Program Year 2009 unexpended funds of \$50,388.00 from Public Services (Yard Services) and \$67,609.54 from Parks Recreational; CDBG program year 2010 unexpended funds of \$52,191.00 from Public Services (Yard Services); and CDBG Program Year 2011 unexpended funds of \$61,985.00 from Parks Recreational (**total of \$262,166.84**) should all be re-programmed to Flood Drain Improvements in order to complete the project on Lovington Street, Minnesota to Dequindre in Section 36.

Father Stratton Dorozenski from St. Nicholas Greek Orthodox Church 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 7:32 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 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:

Jones, Jannet	Discussed Spring Break Troy Style on behalf of Teens Taking Action
Kenney, Linda	Spoke against recall petition circulators and the process
Wierzbicki, Jacek	Spoke against the recall process
Peters, Richard	Spoke about various topics
Bloomingtondale, Bruce	Spoke about upcoming budget study sessions
Savage, James	Spoke about the transit facility
Bernardi, Mary Ann	Spoke about tree preservation
Gosselin, Toby	Spoke about recent experiences involved with the recall process
Kajma, Linda	Spoke in support of the City of Troy and City Management
Boylan, Chrissy	Spoke against Mayor Daniels
Kulesz, John	Spoke in response to public comment
Femminineo, Charlene	Spoke in support of Mayor Daniels
Grix, E. James	Spoke about various topics

Cherasaro, Nicholas	Spoke about Troy millage rate and taxes.
Neat, Edward	Spoke in support of Mayor Daniels
Schepke, Gordon	Spoke in support of Mayor Daniels

The meeting **RECESSED** at 8:50 PM.

The meeting **RECONVENED** at 8:57 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 – 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: The Mayor took no action on this Item.

b) City Council Nominations: City Council took no action on this item.

I-3 Request for Closed Session

Resolution #2012-04-065

Moved by Slater

Seconded by Fleming

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: All-7

No: None

MOTION CARRIED

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

Resolution #2012-04-066

Moved by McGinnis

Seconded by Tietz

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: All-7

No: None

MOTION CARRIED

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

Resolution #2012-04-067

Moved by Fleming

Seconded by McGinnis

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: All-7

No: None

MOTION CARRIED

I-6 General Obligation – Limited Tax Refunding Bonds

Resolution #2012-04-068

Moved by Slater

Seconded by McGinnis

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

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
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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:

	Principal Amount of
<u>Redemption Date</u>	<u>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: All-7

No: None

MOTION CARRIED

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

Resolution #2012-04-069

Moved by McGinnis
Seconded by Fleming

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: All-7
No: None

MOTION CARRIED

J. CONSENT AGENDA:

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

Resolution #2012-04-070
Moved by Slater
Seconded by Campbell

RESOLVED, That Troy City Council hereby **APPROVES** all items on the Consent Agenda as presented with the exception of Item(s) J-2a, which **SHALL BE CONSIDERED** after Consent Agenda (J) items, as printed.

Yes: All-7
No: None

MOTION CARRIED

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

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**

Resolution #2012-04-070-J-4a

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

Resolution #2012-04-070-J-4b

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

Resolution #2012-04-070-J-4c

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, 2012

Resolution #2012-04-070-J-5

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. 11.914.3

Resolution #2012-04-070-J-6

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

Resolution #2012-04-070-J-7

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.

J-2 Approval of City Council Minutes

Resolution #2012-04-071

Moved by Slater

Seconded by McGinnis

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

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

Yes: All-7

No: None

MOTION CARRIED

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings: None Submitted

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

L. COUNCIL REFERRALS:

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

L-1 No Council Referrals Advanced

M. COUNCIL COMMENTS

M-1 No Council Comments Advanced

Mayor Pro Tem McGinnis announced upcoming events:

- Troy People Concerned Spring Pasta Dinner, April 26, 2012, from 4-8 pm at the San Marino Club, 1685 E. Big Beaver Road, Troy.
- Red Cross blood drives on Wednesday, April 25 and Thursday, April 26, 2012 from from 9am–3 pm at the Troy Community Center (Room 305), 3179 Livernois

City Council discussed **N-6** City Manager's Responses to Budget Issues.

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

Noted and Filed

N-2 Department Reports:

- a) Fire Department 2011 Annual Report
Noted and Filed

N-3 Letters of Appreciation: None

Noted and Filed

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

Noted and Filed

N-5 Friends of Troy Seniors Update

Noted and Filed

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 Irelan 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

The meeting **RECESSED** at 10:22 PM.

The meeting **RECONVENED** at 10:28 PM.

The meeting **ADJOURNED** at 10:31 PM.

Mayor Janice Daniels

M. Aileen Bittner, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

April 9, 2012

To: John Szerlag, City Manager

From: Mark F. Miller, Director of Economic & Community Development
Susan A. Leirstein, Purchasing Director
Cindy Stewart, Community Affairs Director

Subject: Standard Purchasing Resolution 3: Exercise Renewal Option –
Quarterly Newsletter – Troy Today

Background

On July 12, 2010, a contract to provide one-year requirements of printing services for the Troy Today, the City's quarterly newsletter, was approved with two one-year renewal options to Grand Blanc Printing of Grand Blanc, MI, the vendor with the lowest bid and highest weighted final score as a result of a best value process (Resolution # 2010-07-157-I-4a).

On July 11, 2011, Grand Blanc Printing opted to renew and Troy City Council exercised and approved, the first one-year option to renew the contract to print and distribute the Troy Today under the same pricing structure, terms and conditions (Resolution #2011-07-165-J4f). And now, Grand Blanc has offered to renew their contract for a second year under the same pricing and terms as originally bid, even though paper prices have increased 1.4% from last year.

Grand Blanc Printing has done an excellent job of handling the printing services for the Troy Today. They have printed and delivered the Troy Today on-time for all eight issues of this contract. Due to the best value process used in evaluating the request for proposal, a market survey was not done. The City utilizes an evaluation process in which bidders are required to meet minimum specified requirements, along with a weighted score for samples of their work from similar projects.

Recommendation

City management recommends the Troy City Council exercise the second one-year option to renew the contract for the printing of the 2012/2013 Troy Today for an estimated total cost of \$39,008.00, under the same pricing structure, terms and conditions, plus the actual cost of bulk rate postage, to expire April 30, 2013, in accordance with contract requirements.

Fund Availability

Funds are available from the printing budgets of the City Manager, Recreation and Library departments operating accounts. RFQ/RFP-COT 10-19, the Printing of Troy Today was competitively bid as required by City Charter and Code.



Grand Blanc
P R I N T I N G

Dear Cindy,

2-27-2012

Grand Blanc Printing would like to extend the printing agreement for Troy Today for the 2012 - 2013 year under the same pricing and terms as the past year. This applies to the next 4 issues starting in August, 2012.

Sincerely Greg Care

Gregory M. Care

Account Executive

J-10 Oakland County's Urban County Community Development Block Grant Cooperation Agreement for Program Years 2012-2014

Resolution #2011-07-164-J-10

WHEREAS, The City of Troy has been participating in Oakland County's Urban County Community Development Block Grant Program since 1982; and

WHEREAS, The City of Troy receives approximately \$171,966 in Oakland County Community Development Block funds each year; and

WHEREAS, Currently, Oakland County handles the majority of the federal paperwork involved in administering the Community Development Block Grant Program, helping to maximize the benefit of each dollar received at the local level;

THEREFORE, BE IT RESOLVED, That the City of Troy **CONTINUE** its participation in Oakland County's Urban County Community Development Block Grant Program for program years 2012, 2013 and 2014, which shall be automatically renewed in successive three-year qualification periods of time, or until such time that it is in the best interest of the City of Troy to terminate the Cooperative Agreement.

J-11 Request for Acceptance of a Water Main Easement – DBT Troy Properties, LLC - Sidwell #88-20-34-152-011

Resolution #2011-07-164-J-11

RESOLVED, That Troy City Council hereby **ACCEPTS** the water main easement from DBT Troy Properties, LLC, owner of the property having Sidwell #88-20-34-152-011; and

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

J-12 CitiMortgage, Inc. et. al. v. RBS Citizens, City of Troy, et. All-7.

Resolution #2011-07-164-J-12

RESOLVED, That the City Attorney's Office is hereby **DIRECTED** to defend the City of Troy in the *CITIMORTGAGE, INC. v. CITY OF TROY* (Oakland County Circuit Court Case No. 11-119801 CH), Furthermore, the City Attorney is **AUTHORIZED** to pay necessary costs and fees in the defense of the action.

J-4 Standard Purchasing Resolutions

Resolution #2011-07-165

Moved by Fleming

Seconded by Howrylak

RESOLVED, That Troy City Council hereby APPROVES Agenda Items J-4a, J-4e, and J-4f as printed.

a) **Standard Purchasing Resolution 3: Exercise Renewal Option – Sidewalk Replacement and Installation Program**

WHEREAS, On January 10, 2011, Troy City Council awarded a contract to complete the Sidewalk Replacement and Installation Program for FY 2010/11 with options to renew for two additional one-year periods to the low total bidder, Rotondo Construction Company of Farmington Hills, MI, (Resolution #2011-01-005-J4b); and

WHEREAS, Rotondo Construction Company has agreed to exercise the first of two one-year options to renew the contract under the same pricing, terms and conditions;

NOW, THEREFORE, BE IT RESOLVED, That the Troy City Council hereby **EXERCISES** the first one-year option to renew the contract with Rotondo Construction Company to provide sidewalk replacement and installation for the 2011/12 construction season under the same prices, terms, and conditions as contained in the bid tabulation opened November 23, 2010, the cost of which shall not to exceed budgetary limitations to expire June 30, 2012.

e) **Standard Purchasing Resolution 11: Rejection of Bids – Lloyd A. Stage Nature Center Boardwalk Replacement Project**

RESOLVED, That Troy City Council hereby **REJECTS** all bid proposals for ITB-COT 11-12, the Lloyd A. Stage Nature Center Boardwalk replacement project opened June 8, 2011, and that the scope of the project be changed to allow for completion by City personnel utilizing an informal quote process and standard purchasing procedures for the procurement of necessary building materials

f) **Standard Purchasing Resolution 3: Exercise Renewal Option – Quarterly Newsletter – Troy Today**

WHEREAS, On July 12, 2010, Troy City Council approved a one-year contract to provide printing services for the Troy Today, Quarterly Newsletter with two, one (1) year options to renew to Grand Blanc Printing Co, Inc. of Grand Blanc, MI, the vendor with the lowest bid and highest weighted final score, as a result of a best value process (Resolution # 2010-07-157-I-4a); and

WHEREAS, Grand Blanc Printing Co, Inc. has agreed to exercise the first one-year option to renew the contract for the printing of the 2011/2012 Troy Today under the same pricing structure, terms, and conditions;

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council hereby **EXERCISES** the first one-year option to renew the contract for the 2011/2012 printing and distribution of the Troy Today, Quarterly Newsletter with Grand Blanc Printing Co. Inc. of Grand Blanc, MI, for an estimated total cost of \$39,008.00, at unit prices as originally bid on May 24, 2010, plus the actual cost of bulk rate postage and additional charges if needed not to exceed 10% of the original contract amount or \$3,900.00, with all other contract requirements the same to expire July 1, 2012.



CITY COUNCIL AGENDA ITEM

July 6, 2011

To: John Szerlag, City Manager

From: Mark F. Miller, Director of Economic & Community Development
Susan A. Leirstein, Purchasing Director
Cindy Stewart, Community Affairs Director

Subject: Standard Purchasing Resolution 3: Exercise Renewal Option –
Quarterly Newsletter – Troy Today

Background

On July 12, 2010, a contract to provide one-year requirements of printing services for the Troy Today, the City's quarterly newsletter, was approved with two one-year renewal options to Grand Blanc Printing Co, Inc of Grand Blanc, MI, the vendor with the lowest bid and highest weighted final score as a result of a best value process. (Resolution #2010-07-157-I-4a).

Grand Blanc Printing has offered to renew the contract under the same pricing, terms and conditions for the next four issues even though paper prices have increased 6.6% from last year. Grand Blanc Printing has done an excellent job of handling the printing services for the Troy Today. They have printed and delivered the Troy Today on-time for the four issues under this contract.

Due to the best value process used in evaluating the request for proposal, a market survey was not deemed necessary. The City utilizes an evaluation process in which bidders are required to meet minimum specified requirements, along with a weighted score for samples of their work from similar projects.

Recommendation

City management recommends the Troy City Council exercise the first option to renew for one additional year for the printing of the 2011/2012 Troy Today for an estimated total cost of \$39,008.00, under the same pricing structure, terms and conditions, plus the actual cost of bulk rate postage, to expire July 1, 2012, in accordance with contract requirements.

Fund Availability

Funds are available from the printing accounts of the City Manager and Recreation departments operating budgets.



7-5-2011

Dear Cindy,

In accordance with the current contract, Grand Blanc Printing would like to renew the printing agreement for Troy Today, for the 2011-2012 year. GBP will continue printing under the same pricing, terms and conditions for the next 4 issues beginning August 2011.

Sincerely, Greg Care'

A handwritten signature in black ink that reads "Gregory M. Care'".

Account Executive

I. CONSENT AGENDA:

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

Resolution #2010-07-157
Moved by Beltramini
Seconded by McGinnis

RESOLVED, That all items as presented on the Consent Agenda are hereby **APPROVED** as presented with the exception of Items I-7 and I-9 which **SHALL BE CONSIDERED** after Consent Agenda (I) items, as printed.

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

MOTION CARRIED

I-2 Approval of City Council Minutes

Resolution #2010-07-157-I-2

RESOLVED, That Troy City Council hereby **APPROVES** the Minutes of the 7:30 PM Regular City Council Meeting of June 21, 2010 and the Minutes of the 7:30 PM Special Study Meeting of June 28, 2010 as submitted.

I-3 Proposed City of Troy Proclamations: None Submitted

I-4 Standard Purchasing Resolutions:**a) Standard Purchasing Resolution 8: Best Value Award – Printing of Troy Today, Quarterly Newsletter:**

Resolution #2010-07-157-I-4a

RESOLVED, That Troy City Council hereby **AWARDS** a one-year contract to provide printing services for the Troy Today quarterly newsletter with an option to renew for two additional one-year periods to the highest scoring respondent, Grand Blanc Printing Company, Inc. of Grand Blanc, MI, as a result of a best value process, which the Troy City Council determines to be in the public interest for an estimated annual cost of \$39,008.00 for Proposals A & C, plus the actual cost of bulk rate postage, and additional charges if needed not to exceed 10% of the total contract cost or \$3,900.00, at unit prices contained on the RFP tabulation opened May 24, 2010, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with a contract expiration of July 1, 2011; and

BE IT FURTHER RESOLVED, Troy City Council hereby **REJECTS** optional Proposal B.



CITY COUNCIL ACTION REPORT

June 24, 2010

TO: John Szerlag, City Manager

FROM: John M. Lamerato, Assistant City Manager/Finance and Administration
Susan A. Leirstein, Purchasing Director
Cindy Stewart, Community Affairs Director

SUBJECT: Standard Purchasing Resolution 8: Best Value Award – Printing of *Troy Today*, Quarterly Newsletter

Background

- On May 24, 2010, Requests for Qualifications/Proposals were received and opened to provide one-year requirements for the Printing of the *Troy Today* newsletter with an option to renew for two additional one-year periods.
- One-Hundred Fifty-One (151) vendors were notified via the Michigan Intergovernmental Trade Network (MITN) website with four (4) proposals received. One vendor was disqualified for not providing the proper proposal surety and two (2) statements of no bids were received.
- All responsive bidders met the pass/fail criteria.
- A committee consisting of Cindy Stewart, Community Affairs Director; Loraine Campbell, Museum Manager; and Elaine Bo, Recreation Supervisor, evaluated the proposals.
- Interviews of the three companies were also conducted.
- Based on the scoring criteria of the proposal, price and interview process, the committee recommends awarding the contract to the highest rated respondent, Grand Blanc Printing Company, Inc. of Grand Blanc, Michigan.

Financial Considerations

- Funds are available in the Community Affairs printing account #101.172.7901; Parks and Recreation Printing account #101.751.752.7901 and the Library Printing account #101.790.7901.
- The total estimated cost for these services has decreased approximately \$35,500.00 over last year in large part due to the reduced weight of the paper, changing from 60# white offset to 35# groundwood, and a reduction in the number of pages for the newsletter.

Legal Considerations

- RFP-COT 10-19 Printing of the *Troy Today*, quarterly newsletter was competitively bid as required by City Charter and Code.
- All bidders were given the opportunity to respond with their level of interest in printing services for the City of Troy.
- Award is contingent upon the recommended bidder's submission of properly executed contract and proposal documents, including insurance certificates and all other specified requirements.

Recommendation

- City management recommends awarding a one-year contract for printing of the *Troy Today*, quarterly newsletter with an option to renew for two additional one-year periods to the highest scoring respondent, Grand Blanc Printing Company, Inc. of Grand Blanc, Michigan, as a result of a best value process for an estimated one year total cost of \$39,008.00 for Proposals A & C, at unit prices contained in the RFP tabulation opened May 24, 2010, with a contract expiration of July 1, 2011.



EXECUTIVE SUMMARY

PRINTING OF THE TROY TODAY

STATISTICS:

- ◆ One hundred fifty-one (151) companies were notified via the MITN e-procurement website
- ◆ Four (4) proposals were received. One of the vendors was disqualified for not providing the proper proposal surety and two (2) statements of no bids were received.
- ◆ All three (3) companies met the pass/fail criteria
- ◆ Grand Blanc Printing Company, Inc. received the highest score as a result of a best value process

The following three (3) companies received the indicated final scores as a result of the proposal, pricing and interview scores. All three (3) companies participated in an interview.

Company	SCORE
Grand Blanc Printing Co. Inc.	87.6
Grand River Printing & Imaging	86.8
Mignon Communications, Inc.dba Phillips Brothers Printing	69.0

Attachments:

- ✓ **Weighted Final Scoring of 100% includes Proposal, Price and Interview**
- ✓ **Evaluation Process**
- ✓ **Original Tabulation**



**WEIGHTED FINAL SCORING
PRINTING OF THE TROY TODAY**

Final Score Calculation:

40% Proposal Score (100 point base)
 40% Price Score (100 point base)
 20% Interview Score (100 point base)
 100% = Final Weighted Score

In order to equate the price to the weighted evaluation process scoring, the prices had to be converted into a score with the base of 100. **NOTE:** Vendors are listed in the order of their summary score for the proposal and price, from highest to lowest. For the final score the vendors are listed in the order of rating from highest to lowest.

Weighted Average Score for Proposals: 40%

Raters:	1	2	3	Average	Final Weighted Score (x .40)
Vendors:					
Grand Blanc Printing Co. Inc.	92.0	67.0	66.0	75.0	30.0
Grand River Printing & Imaging	96.0	69.0	96.0	87.0	34.8
Mignone Communications, Inc. dba Phillips Brothers Printing	73.0	75.0	77.0	75.0	30.0

Weighted Average Score for Price: 40%

	Weighted Criteria – Difference in Costs [1-(Proposal Price – Lowest Proposal Price) / lowest proposal price] x available points	Final Weighted Score (x .40)
Vendors:		
Grand Blanc Printing Co. Inc.	$(1-(38,608.40-38,608.40)/38,608.40) \times 100 = 100.0$	40.0
Grand River Printing & Imaging	$(1-(45,971.36-38,608.40)/38,608.40) \times 100 = 81$	32.4
Mignone Communications, Inc. dba Phillips Brothers Printing	$(1-(48,380.00-38,608.40)/38,608.40) \times 100 = 74.7$	29.9

Summary: Proposal and Price Scores

	Proposal Score	Price Score	Score
Vendors:			
Grand Blanc Printing Co. Inc.	30.0	40.0	70.0
Grand River Printing & Imaging	34.8	32.4	67.2
Mignone Communications, Inc. dba Phillips Brothers Printing	30.0	29.9	59.9

Weighted Average Score for Interview: 20%

Raters:	1	2	3	Average	Final Weighted Score (x .20)
Vendors:					
Grand Blanc Printing Co. Inc.	92.0	90.0	82.5	88.2	17.6
Grand River Printing & Imaging	100.0	94.5	100.0	98.2	19.6
Mignone Communications, Inc. dba Phillips Brothers Printing	42.0	46.5	47.5	45.3	9.1

Interviews were conducted with all three (3) companies (Maximum # of points – 20)



FINAL SCORE:

VENDORS:	Grand Blanc Printing Co, Inc.	Grand River Printing & Imaging	Mignone Communications, Inc. dba Phillips Brothers Printing
Proposal Score	30.0	34.8	30.0
Price Score	40.0	32.4	29.9
Interview Score	17.6	19.6	9.1
FINAL SCORE	87.6	86.8	69.0

****HIGHEST RATED VENDOR – RECOMMENDED AWARD**

G:/ Bid Award 10-11 New Format / Best Value SR8 – RFP – Troy Today Printing – WeightedRatingSummary 6.10.doc



SELECTION PROCESS

CRITERIA FOR SELECTION

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

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

Phase 1: Minimum Qualifications Evaluation

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

Phase 2: Evaluation of Samples

Each Committee member will independently use a weighted score sheet to evaluate the samples of the "City" type newsletters and paper stock submitted as required. Each Committee Member will calculate a weighted score. The scores of the Committee Members will be averaged into one score for each company for this phase of the process.

Phase 3: Interview Score – (Optional)

The City, at their option, will invite the short-listed companies to participate in an interview. Each Committee Member will independently use a weighted score sheet to evaluate the Interview; each Committee Member will calculate a weighted score. The scores of the Committee Members will be averaged into one score for each company for this phase of the process. Those being interviewed may be supplied with further instructions and requests prior to the interview.

Phase 4: Price

Points for price will be calculated as follows:

FORMULA: $\{1 - (\text{Proposal Price} - \text{Lowest Proposal Price}) / \text{lowest proposal price}\} \times \text{available points (100 base points)}$

Phase 5: Final Scoring and Selection

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

40%	Sample Evaluation Score	(100 point base)
40%	Price Score	(100 point base)
<u>20%</u>	Interview Score	(100 point base) - optional
	100%	

Note: The City of Troy reserves the right to change the order or eliminate an evaluation phase if deemed in the City's best interest to do so.

Opening Date -- 5/24/10
Date Reviewed - 6/24/10

**CITY OF TROY
TABULATION
PRINTING OF TROY TODAY**

sl VENDOR NAME:		Grand Blanc Printing Co Inc	Grand River Printing
CHECK #		31237969	On File
CHECK AMOUNT		\$2,000.00	\$2,000.00

PROPOSAL: FURNISH ALL LABOR, MATERIALS, AND EQUIPMENT TO PROVIDE ONE YEAR REQUIREMENTS OF OFFSET PRINTING AND DELIVERY OF TROY TODAY WITH AN OPTION TO RENEW FOR TWO ADDITIONAL ONE-YEAR PERIODS

QTY	DESCRIPTION		
Four (4) Copies of bid proposal	Y or N	Y	Y
Vendor Questionnaire Completed	Y or N	Y	Y
Samples of Newsletters	Y or N	Y	Y
PROPOSAL A: PRINTING OF TROY TODAY			
Four Times per Year (144,000 Copies/Year)			
BASE BID (glossy cover only)			
36,000 Copies per Printing	76 Total Pages	Issue x 4 / Year	\$ 11,492.84
			\$ 45,971.36
Paper Manufactured by:	Cover Inside	Sonoma Gloss	Sappi
		Electrastar 80	Abitibi Bowater
Additional Charges:			
1) Cost per each additional 4-page spread	60 lb Gloss text #3 enamel/gloss	\$810.40 (+ or -)	(+) \$170.38 / (+) \$309.80
	35 lb Groundwood	\$306.95 (+ or -)	(+) \$170.38 / (+) \$309.80
2) Changes once proof is produced		\$50.00/Hour	\$80.00/Hour
PROPOSAL B: PRINTING OF TROY TODAY - (Optional)			
Four Times per Year (144,000 Copies/Year)			
BASE BID (glossy pages cover/inside)			
36,000 Copies per Printing	76 Total Pages	Issue x 4 / Year	\$ 16,791.93
			\$ 67,167.72
Paper Manufactured by:	Cover Inside	Sonoma Gloss	Sappi
		Sonoma Gloss	Abitibi Bowater
Additional Charges:			
1) Cost per each additional 4-page spread	60 lb Gloss text #3 enamel/gloss	\$810.40 (+ or -)	(-) \$1,653.73 / (+) \$722.29
	40 lb. Gloss	\$455.20 (+ or -)	(-) \$1,653.73 / (+) \$722.29
2) Changes once proof is produced		\$50.00/Hour	\$80.00/Hour
PROPOSAL C: FLIP PAGE NEWSLETTER FOR WEBSITE			
Flip Page Newsletter for posting on City's Web		\$100.00/Issue	\$600.00/Issue
Completion Schedule:			
Can meet	10 BUSINESS DAYS	XX	XX
Cannot meet			
Contact Information			
Hours of Operations		M-F 8:30am - 5pm	24/7
24 Hr Phone No.		(810) 694-1155	(734) 394-1400
Payment Terms			
		2% 10 / Net 30	2% 10 or Net 30
Delivery			
		10 BUSINESS DAYS	

VENDOR NAME:		Grand Blanc Printing Co Inc	Grand River Printing
Exceptions:		Blank	Proposal A & B, 1/2 day of training is included in file preparation and electronic file transmission
Acknowledgement	Signed Y or N	Y	Y
Addendum #1	Attached Y or N	N	N

DISQUALIFIED:

Inco Graphics (did not submit proposal surety check with original documents as specified)

NO BIDS:

ID Enterprises
 Dearborn Lithograph, Inc.

HIGHLIGHTED VENDOR DENOTES BEST VALUE

ATTEST:

Ellen Hodorek
 Diane Fisher
 Julie Hamilton

 Susan Leirstein CPPO CPPB
 Purchasing Director

VENDOR NAME:

Mignone Communications, Inc
 dba Phillips Brothers Printers

CHECK #

47396

CHECK AMOUNT

\$2,000.00

PROPOSAL: FURNISH ALL LABOR, MATERIALS, AND EQUIPMENT TO PROVIDE ONE YEAR REQUIREMENTS OF OFFSET PRINTING AND DELIVERY OF TROY TODAY WITH AN OPTION TO RENEW FOR TWO ADDITIONAL ONE-YEAR PERIODS

QTY	DESCRIPTION		
Four (4) Copies of bid proposal	Y or N	Y	
Vendor Questionnaire Completed	Y or N	Y	
Samples of Newsletters	Y or N	Y	
PROPOSAL A: PRINTING OF TROY TODAY			
Four Times per Year (144,000 Copies/Year)			
BASE BID (glossy cover only)			
36,000 Copies per Printing	76 Total Pages	Issue x 4 / Year	\$ 12,095.00
			\$ 48,380.00
Paper Manufactured by:	Cover	Somerset	
	Inside	AbiBow 65 Brite	
Additional Charges:			
1) Cost per each additional 4-page spread			\$1,625.00 (+ or -)
60 lb Gloss text #3 enamel/gloss			(-) \$234.00 / (+) \$405.00
35 lb Groundwood			\$90.00/Hour
2) Changes once proof is produced			
PROPOSAL B: PRINTING OF TROY TODAY - (Optional)			
Four Times per Year (144,000 Copies/Year)			
BASE BID (glossy pages cover/inside)			
36,000 Copies per Printing	76 Total Pages	Issue x 4 / Year	\$ 15,445.00
			\$ 61,780.00
Paper Manufactured by:	Cover	Somerset	
	Inside	AbiBow Gloss 76	
Additional Charges:			
1) Cost per each additional 4-page spread			\$1,625.00 (+ or -)
60 lb Gloss text #3 enamel/gloss			(-) \$400.00 / (+) \$575.00
40 lb. Gloss			\$90.00/Hour
2) Changes once proof is produced			
PROPOSAL C: FLIP PAGE NEWSLETTER FOR WEBSITE			
Flip Page Newsletter for posting on City's Web		No Bid	
Completion Schedule:			
Can meet	10 BUSINESS DAYS	XX	
Cannot meet			
Contact Information			
Hours of Operations		24Hrs-3 pressroom/2 bindery shifts	
24 Hr Phone No.		(260) 358-0266	
Payment Terms			
		Net 30	
Delivery			
10 BUSINESS DAYS			

Opening Date -- 5/24/10
Date Reviewed - 6/24/10

**CITY OF TROY
TABULATION
PRINTING OF TROY TODAY**

VENDOR NAME:		Mignone Communications, Inc dba Phillips Brothers Printers	
Exceptions:		Blank	
Acknowledgement	Signed Y or N	Y	
Addendum #1	Attached Y or N	Y	



CITY COUNCIL AGENDA ITEM

April 10, 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 4: Award – Macomb County Cooperative Purchasing Agreement – Fleet Vehicles

Background

Varsity Ford is the low total bidder in the Macomb County cooperative bid. The three Police Detective vehicles being purchased are replacement vehicles for those sold at auction.

Recommendation

City management requests authorization to purchase two (2) 2012 Ford Fusions and one (1) 2013 Ford Taurus for the Police Department from the low total bidder, Varsity Ford of Ann Arbor, MI, as a result of the Macomb County cooperative bid for an estimated total cost of \$57,298.00.

Fund Availability

Funds are available in the Public Works Fleet Division capital account.

<u>Varsity Ford</u>	<u>BUDGET</u>	<u>UNIT COST</u>	<u>ESTIMATED TOTAL</u>
(2) Ford Fusions	\$46,000.00	\$18,305.00	\$36,610.00
(1) Ford Taurus	<u>\$ 23,000.00</u>	\$20,688.00	<u>\$20,688.00</u>
	\$69,000.00		\$57,298.00



CITY COUNCIL AGENDA ITEM

April 10, 2012

To: John Szerlag, City Manager

From: Mark F. Miller, Director of Community and Economic Development
Susan A. Leirstein, Purchasing Director
Gary G. Mayer, Police Chief
Timothy L. Richnak, Public Works Director
Samuel P. Lamerato, Superintendent of Fleet Maintenance

Subject: Standard Purchasing Resolution 1 – Bid Award: Auction Services

Background

On March 7, 2012, bid proposals were opened to provide two (2) year requirements of auction services with an option to renew for two additional years for the City of Troy municipal offices. Twenty-one (21) companies were notified of the solicitation via the Michigan Intergovernmental Trade Network (MITN) website. A total of three (3) bid responses were received. One bid could not be considered as the bid surety deposit check was not submitted with the bid as required. The City plans on utilizing the auction service to dispose of all City owned surplus items, real estate, equipment and Police forfeiture and confiscated property. The auction contract is set up so that the buyer is responsible for all fees associated with the auction service, except to inventory items and provide printed inventory reports if needed, at a cost of \$25.00 per hour.

Recommendation

After reviewing the proposals, City management recommends awarding the contract for auction services with an option to renew for two (2) additional years for the City of Troy municipal offices, to the low total bidder, Chuck Cryderman & Associates, LLC, of Armada, MI. Chuck Cryderman & Associates, LLC, have auctioned items in the past for the City. The auctions were run very professionally with positive results. At times, the City may benefit by marketing specialty pieces of equipment through trade publications and auction websites, thereby increasing the value of specialized equipment.

Fund Availability

Funds for this contract will be covered by the buyer's premium placed on all auctioned items.

VENDOR NAME:		sl	Chuck Cryderman & Associates LLC	Midwest Auto Auction Inc
CHECK NO.		5085956199		1649934
CHECK AMOUNT		\$500.00		\$500.00
<u>PROPOSAL A: Equipment / Vehicle:</u>	ON - SITE	OFF-SITE	ON - SITE	OFF-SITE
ITEM DESCRIPTION	Buyer's Premium	Buyer's Premium	Buyer's Premium	Buyer's Premium
1. City Owned Property from City Facilities	10%	12%	9%	12%
2. City Owned Vehicles (as is)	5%	6%	* Maximum cap \$400	
3. Vehicles - Cleaned, Detailed, and Prep	3%	4%	9%	12%
4. Police Forfeiture & Confiscated Items	10%	12%	12%	15%
5. Real Estate & Dev Furnishings	10%	12%	9%	12%
<u>PROPOSAL B: Real Estate Sales</u>	ON - SITE	OFF-SITE	ON - SITE	OFF-SITE
	Buyer's Premium	Buyer's Premium	Buyer's Premium	Buyer's Premium
\$0 to \$49,999.99	7%	7%	7%	8%
\$50,000 to \$99,999.99	6%	6%	7%	8%
\$100,000 to \$149,999.99	5%	5%	7%	8%
\$150,000 to \$199,999.99	5%	5%	7%	8%
\$200,000 and over	5%	5%	7%	8%
<u>PROPOSAL C: Off-Rd/Heavy Equip/etc</u>	ON - SITE	OFF-SITE	ON - SITE	OFF-SITE
	Buyer's Premium	Buyer's Premium	Buyer's Premium	Buyer's Premium
\$0 to \$9,999.99	5%	6%	12%	15%
\$10,000 to \$24,999.99	5%	6%	12%	15%
\$25,000 to \$49,999.99	5%	6%	12%	15%
\$50,000 to \$99,999.99	5%	6%	12%	15%
\$100,000 to \$149,999.99	3%	4%	12%	15%
\$150,000 and over	3%	4%	12%	15%
OPTIONAL SERVICES	PER HOUR		Inventory	PER HOUR
	** \$ 25.00			\$ 18.00
<u>OTHER SERVICES YOUR COMPANY OFFERS:</u>				
	DESCRIPTION	COST	DESCRIPTION	COST
	value equipment	0	Blank	\$
	value automobiles	0		
	value real estate	0		\$
<u>QUESTIONNAIRE:</u>	Y or N	Attached	Yes	Yes
<u>CONTACT INFORMATION:</u>	Hrs of Operation		8-5pm	24/7
	Contact Phone #		(586)784-8890	(313)817-2000
<u>INSURANCE:</u>	CAN MEET		XX	XX
	CANNOT MEET			
<u>EXTENSION OF AWARD TO THE MITN PURCHASING COOPERATIVE: - OPTIONAL</u>				
	AGREED:		Yes	
	NOT AGREED:			No
<u>PAYMENT TERMS:</u>	w/i 14 business days of the auction or 60 days for real estate settlement			
<u>PICKUP NOTICE FOR OFF-SITE AUCTIONS:</u>	5 business days		14666 Telegraph Rd Redford	
<u>EXCEPTIONS:</u>	Blank		See Notes	
	** Per project - Two personnel 1st 8hrs complimentary		Proposal B: \$400 minimum per property	
<u>ACKNOWLEDGEMENT:</u>	Y or N	Signed	Yes	Yes

PROPOSAL: Furnish All Labor, Equipment, and Materials to provide two-year requirements of Auction Services with an Option to Renew for two (2) additional years for the City of Troy

No Bid: _____ DMS: _____
Public Surplus _____ MunicipiBid - \$500.00 bid surety not included w/bid submission as specified.

ATTEST:

Susan Riesterer
Sam Lamerato
Susan Leirstein

HIGHLIGHTED TYPE DENOTES LOW TOTAL BIDDER

Susan Leirstein, CPPO CPPB
Purchasing Director



CITY COUNCIL ACTION REPORT

April 5, 2012

TO: John Szerlag, City Manager

FROM: Mark F. Miller, Director of Economic and Community Development
Susan A. Leirstein, Purchasing Director
Steven J. Vandette, City Engineer

SUBJECT: Standard Purchasing Resolution 8 – Best Value Award
Municipal Testing Services for the 2012-2015 Construction Seasons

Recommendation:

Staff recommends that City Council award two (2), three-year contracts for municipal (construction) testing services to the following firms providing the best value: Professional Service Industries, Inc., (PSI), 1393 Wheaton Dr., Suite 800, Troy, MI 48083 and Testing Engineers and Consultants, Inc., (TEC), 1343 Rochester Road, Troy, MI 48083. These consultants are used primarily by the Engineering department for construction testing needed on road, water, sewer and other capital improvement projects. Contract unit prices shall be as contained in the attached bid tabulation opened March 14, 2012, and respective rate schedules. Furthermore, staff recommends that the Mayor and City Clerk be authorized to execute the agreements.

The award is contingent upon contractors' submission of properly executed proposal and contract documents, including the agreement, insurance and all other specified requirements.

Background:

PSI and TEC have been providing Municipal Testing Services for the City of Troy for the past six years. Prior to that, TEC had provided testing services for the City of Troy for more than 30 years.

PSI and TEC had the highest final total scores based on the ratings for the detailed proposal plus the lowest costs, based on the representative testing services used in the request for proposal. PSI and TEC both have offices located in Troy and provide the needed services out of their Troy locations.

PSI is a large national testing firm with over 125 offices throughout the United States and five (5) offices located in Michigan, including their Troy office.

Both consultants are well qualified and have the staff and experience to meet the needs of the City. By selecting two consultants, the City will ensure that our testing needs throughout the construction season are met. More importantly, we believe we will benefit from greater availability of all testing services, so that our needs can be met with the most timely, highest quality and cost effective service possible.

The term of the resulting contract is for three (3) years from the date of City Council approval, with the option to renew the contracts for an additional three (3) years.

April 5, 2012

To: John Szerlag, City Manager
Re: Best Value Award – Municipal Testing Services

Selection Process:

The Request for Proposal (RFP) document was available from the City of Troy Purchasing department or through the Michigan Intergovernmental Trade Network (MITN) e-procurement website at www.mitn.info.

Ninety (90) firms were notified via the MITN e-procurement website. Proposals were received from nine (9) consultants. All nine (9) firms met the pass/fail criteria.

All firms were then rated by a three person review committee consisting of the Public Works Director, City Engineer and Deputy City Engineer. Each City Committee member independently used a weighted score sheet to evaluate the Request for Proposal documents; and each Committee Member calculated a weighted score. The scores of the Committee Members were averaged into one score for each firm for this phase of the process.

Cost comparisons were performed by the Purchasing Director. Cost comparisons between companies are very difficult to make because fee structures and billing methods differ considerably from company to company. To perform the cost comparisons, representative testing services based on services provided in past construction seasons were used and each company's rates were applied to the testing services requested in the RFP. This cost comparison indicated that the prices submitted by TEC resulted in the lowest overall total cost. PSI is the second lowest overall total cost. (see attached "Bid Tabulation").

Our testing demands are erratic during a busy construction season and can vary drastically from day to day. On one day's notice, we can go from requiring no testing technicians to requiring as many as four or more testing technicians. This requires the testing consultant to have a large flexible staff to draw upon. Both consultants have experienced staff available to meet these needs as requested.

Fund Availability:

Testing services, completed for capital or enterprise projects, are funded from the appropriate project account as identified in the budget.

Funds for testing services related to private developments come from a cash deposit for material and construction testing services in the amount of one and one-half (1½) percent of the estimated construction cost.

Additionally, the Engineering Operating Budget includes funds for Consultant Services in the following account:

- 442.7816 – Consultant Services

The funds included in these accounts are used for testing services, as required.

Legal Considerations:

The format and content of the agreement is consistent with previously approved testing services agreements as approved by the Legal Department and City Council.

Approved as to Form & Legality -

Lori Grigg Bluhm, City Attorney



EXECUTIVE SUMMARY

Professional Municipal Testing Services

STATISTICS:

- ◆ Ninety (90) firms were notified via the MITN e-procurement website
- ◆ Nine (9) proposals were received
- ◆ All nine (9) firms met the pass/fail criteria
- ◆ Interview process was optional and as such eliminated, as no other firm could score high enough to overcome the scores for the two top rated firms, who currently provide the services specified
- ◆ PSI Services, Inc and TEC, Inc received the highest scores as a result of a best value process and are being recommended for award

The following two (2) firms received the indicated final scores as a result of the proposal evaluations and pricing criteria.

Firm	SCORE
Professional Service Industries Inc	70.42
Testing Engineers & Consultants, Inc	76.10

Attachments:

- ✓ **Weighted Final Scoring Including Detailed Proposal and Pricing Scores**
- ✓ **Evaluation Process**
- ✓ **Original Tabulation**

CITY OF TROY
PROFESSIONAL MUNICIPAL TESTING SERVICES

AGREEMENT

Pursuant to City Council Resolution No. _____, the City of Troy (City) and _____ (Consultant), based on the Request for Qualification and Proposal for Professional Municipal Testing Services dated and received _____, 2012 from _____ (copies attached), the City and Contractor enter into this contract for a period of three years commencing _____ and expiring March 31, 2015, with the terms below to be included as part of this Agreement as follows:

- a) During the term of the Agreement, the consultant shall provide services as defined in the City's Request for Proposal (RFP-COT 12-04) and the Consultant's response to the Request for Proposal. Both documents are incorporated and made a part of this Agreement to the extent that their terms do not conflict with the terms herein. The Consultant shall furnish all labor, materials, and equipment necessary and perform all of the work as set forth in the Proposal and this Agreement in strict accordance with the scope of work and other documents which have been made a part of this Agreement in the manner, time, and place as set forth therein. The required services are generally described as follows:

Professional Testing Services: furnishing all labor, materials, equipment and required items to provide testing of aggregates, soil, concrete pavement and bituminous pavement.

Subsurface investigation: furnishing all labor, materials, equipment and required items to provide pavement cores, soil borings, boring logs and report of findings and recommendations including pavement design and construction site review and recommendations.

Pre-Demolition Hazardous Material Survey: furnishing all labor, materials, equipment and required items to provide hazardous material surveys to include all required sampling, testing, lab analysis and a subsequent report of findings and recommendations. These services may include, but are not limited to surveys, for the following items:

- Asbestos
- Lead Based Paint
- Presence of PCB's
- Presence of Mercury
- And Other Regulated Hazardous Materials
- Air Quality Monitoring in Accordance with Asbestos Abatement Activities

The City reserves the right to negotiate optional scope of work items with the Consultant.

- b) The Consultant shall be paid by the City for services rendered at the unit prices as detailed in their Request for Proposal response incorporated herein and made a part hereof as provided in Paragraph a). These fees shall cover any and all costs incurred by the Consultant for the performance of professional municipal testing services as contemplated in this Agreement. The City has the discretion to select the invoicing option deemed to be in the best interest of the City for payment procedures. The City shall not be charged for any labor, costs, or other expenses incurred by Consultant for the selected invoicing option or for preparation of a detailed billing. A detailed billing will be required which minimally includes the project name, service(s) provided, hours worked, cost per hour, and a detailed breakdown of additional allowable expenses.

Termination of services is unacceptable for non-payment of a bill. If there is a dispute regarding non-payment of a bill or an item in a billing, the Consultant shall contact the City to resolve the problem. The City will have 45 days to resolve any billing problems from written notice from Consultant to terminate services.

- c) The Consultant shall conform to all applicable laws, ordinances, City standards and statutes of the Federal Government, State of Michigan and City of Troy, including but not limited to, the following:
- Civil Rights Act of 1964, as amended
 - Davis Bacon Act, as amended (40 USC 327-330)
 - Copeland "Anti-Kickback" Act (18 USC 874), as supplemented in the Department of Labor Regulations (20 CFR-Part 3)
- d) The City reserves the right to terminate the contract without penalty upon 7 days written notice due to poor performance or for any reason deemed to be in the City's best interest with the assurance that the contractor shall be entitled to reimbursement for any services rendered prior to the date of termination.
- e) The City may cancel the contract for its convenience, in whole or in part, by giving the consultant written notice 30-days prior to the date of cancellation. If the City chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are canceled.
- f) The contract may be renewable for an additional three (3) year term based upon the mutual consent of both parties within 90 days of contract termination at the same prices, terms, and conditions. The renewal is subject to a favorable market survey and City Council approval. A request by the City to determine the Consultant's interest in renewing the contract in no way obligates the City. The option cannot be exercised without a blanket purchase order issued.
- g) Provide a statement that the Consultant will not perform any services for the City in which there is a conflict of interest, or the appearance of a conflict of interest, with any builder, developer, contractor or private client who is or might be expected to be active in the City.
- If the Consultant is currently performing services for a builder, developer, contractor or private client who is or might be expected to be active in the City, the consulting engineer shall provide a detailed listing of this work, as well as the anticipated date of completion.
- h) The Consultant will be held responsible for additional costs resulting from negligence, mismanagement, delays or improper guidance. When it can be established that the Consultant is clearly at fault, these additional costs will be borne by the Consultant.
- i) The Consultant shall carry general liability insurance, automobile liability insurance, professional liability insurance and workers compensation for any actions, claims, liability or damages caused to others arising out of the performance of this Agreement in the amounts approved by City. The insurance shall name the City of Troy, its elected and appointed officials, employees and volunteers, as additional insured and shall contain the following cancellation notice:

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder."

A certificate of insurance demonstrating the required insurance coverage shall be provided to City's Risk Manager immediately upon execution of this Agreement. Cancellation or lapse of the insurance shall be considered a material breach of this Agreement, and the Agreement shall become null and void unless the Consultant immediately provides proof of renewal of continuous

coverage to City's Risk Manager. All of the Consultant's insurance carriers shall be licensed and admitted to do business in the State of Michigan and acceptable to City. An updated certificate of insurance shall be provided to the City's Risk Manager at the time of policy renewal.

j) Indemnification:

A. Indemnification except for professional liability: To the fullest extent permitted by law, the Consultant agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy 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 of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement.

B. Indemnification for Professional Liability:

1. The Consultant expressly agrees to indemnify and hold the City harmless against all losses and liabilities arising out of personal injury, bodily injury or property damages to the extent of any negligent act, grossly negligent act, error or omission of the Consultant or anyone acting on the Consultant's behalf, in connection with, or incidental to, the Agreement or work to be performed, except that the Consultant shall not be responsible to indemnify the City for any losses or damages to the extent that same are caused by or result from the gross negligence of the City or any other person or entity.

2. To the extent of the Consultant's actual degree of fault, the Consultant's obligation to indemnify and hold the City harmless shall include:

- a) The obligation to defend the City from any such suit, action or proceeding, and;
- b) The obligation to pay any and all judgments which may be recovered in any such suit, action or proceeding and/or any reasonable expenses including, but not limited to costs, attorney fees and settlement expenses which may be incurred, but only to the extent that such judgments and expenses are attributable to the Consultant's actual fault.

For the purpose of the indemnifications clauses set out above, "CITY" shall mean City of Troy, its elected and appointed officials, employees and volunteers working on behalf of the CITY; losses and liabilities shall mean loss, cost, expense, damage, liability or claims, whether groundless or not; personal injury shall mean false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, assault and battery, libel, slander, defamation of character, discrimination, mental anguish, wrongful entry or eviction, violation of property, or deprivation of any rights, privileges or immunities secured by the constitution and laws of the United States of America, the State of Michigan, or the City of Troy, for which the Consultant may be held liable to its injured party in an action-at-law or a suit in equity or other proceedings for redress; bodily injury shall mean death, bodily injury, sickness or disease and mental injury which may be sustained or claimed by any person or persons; and property damage shall mean the damage and destruction of any property including the loss of use thereof.

k) The parties shall provide notice within twenty-one (21) days of the receipt of any claim for damages or injuries. The parties shall cooperate with the defense of any claims subject to the indemnification provisions of paragraph i.

l) The Consultant agrees that it will not settle or resolve any claim or action against the Consultant based upon its acts which includes, or may include, a claim or count against the City or its employees without obtaining a full and complete release in favor of the City with respect to any

and all claims or counts against the City except those based upon the gross negligence or willful or wanton misconduct of the City or its employees.

- m) The Consultant shall have no authority, power to assign, sublet, or transfer any rights, privileges, or interest under this Agreement without prior written consent from the City.
- n) No portion of the Proposal and / or the Agreement may be sub-contracted without prior written approval of the City.
- o) The Consultant acknowledges that he/she is an independent contractor with no authority to bind the City to any contracts or agreements, written or oral.
- p) The Consultant and the City may, but is not required to, agree to arbitrate any disputes with respect to the application of this indemnification clause.
- q) All written notices to be given under this Agreement shall be mailed by first class mail to the other party at its last known address.
- r) This Agreement is made in and shall be governed by the laws of the State of Michigan. Any lawsuits under this Agreement shall be filed in the Oakland County Circuit Court, Michigan.
- s) Pronouns and relative words herein used shall be read interchangeably in the masculine, feminine or neuter, singular or plural as the respective case may be.
- t) The foregoing constitutes the entire Agreement between the parties and may be modified only by a written instrument signed by both parties.
- u) By execution of this Agreement, the respective parties acknowledge that each has executed this Agreement with full and complete authority to do so.

IN WITNESS WHEREOF, the City and Consultant have executed this

Agreement on this _____ day of _____ 2012.

WITNESSES:

CONSULTANT:

(Name)

(Title)

CITY OF TROY

BY: _____

Janice L. Daniels, Mayor

City Manager or Designee

RESOLUTION NUMBER: _____

APPROVED AS TO FORM AND LEGALITY:

BY:

Lori Grigg Bluhm, City Attorney

ATTEST: _____
M. Aileen Bittner, City Clerk



WEIGHTED FINAL SCORING
Professional Municipal Testing Services

Final Score Calculation:

$$\frac{\begin{matrix} 20\% \times \text{Interview Score (Optional)} \\ 40\% \times \text{Detailed Proposal Score} \\ 40\% \times \text{Price Score} \end{matrix}}{100\%} = \text{Final Weighted Score}$$

Each City Committee member independently used a weighted score sheet to evaluate the Request for Proposal documents; and each Committee Member calculated a weighted score. The scores of the Committee Members were averaged into one score for each firm for this phase of the process.

Weighted Average Score for Evaluation of Proposals: 40%

Raters:	1	2	3	Average	Final Weighted Score (x.40)
Vendors:					
ATC Associates	33	86	62	60.3	24.12
Environmental Testing	57	45	54	52	20.8
G2 Consulting Group	86	87	85	86	34.4
NTH Consultants Ltd	97	95	98	96.7	38.68
PSI Services	100	100	98	99.3	39.72
Somat Engineering Inc	81	98	93	90.7	36.28
TEC, Inc	100	100	88	96	38.4
TES Consultants PC	31	57	48	45.3	18.12
Tyme Engineering	62	65	49	58.7	23.48

Weighted Average Score for Price: 40%

RATERS	Weighted Criteria – Difference in Costs	Final Weighted Score (x .40)
	$\{1 - (\text{Proposal Price} - \text{low price} / \text{low price})\} \times \text{Available Points}$	
Vendors:		
ATC Associates	Proposal A: $\{1 - (104,553.50 - 56,560) / 56,560\} \times 30 = 4.5$ Proposal B: N/A	4.5
Environmental Testing	Proposal A: N/A Proposal B: $\{1 - (3970 - 3275) / 3275\} \times 10 = 7.9$	7.9
G2 Consulting Group	Proposal A: $\{1 - (156,130 - 56,560) / 56,560\} \times 30 = (22.8) \ 0$ Proposal B: $\{1 - (3725 - 3275) / 3275\} \times 10 = 8.6$	8.6
NTH Consultants Ltd	Proposal A: $\{1 - (161,783.50 - 56,560) / 56,560\} \times 30 = (25.8) \ 0$ Proposal B: $\{1 - (4615 - 3275) / 3275\} \times 10 = 5.9$	5.9
PSI Services	Proposal A: $\{1 - (74,210 - 56,560) / 56,560\} \times 30 = 20.7$ Proposal B: $\{1 - (3275 - 3275) / 3275\} \times 10 = 10$	30.7
Somat Engineering Inc	Proposal A: $\{1 - (156,110 - 56,560) / 56,560\} \times 30 = (22.8) \ 0$ Proposal B: $\{1 - (24,965 - 3275) / 3275\} \times 10 = (56.2) \ 0$	0
TEC, Inc	Proposal A: $\{1 - (56,560 - 56,560) / 56,560\} \times 30 = 30$ Proposal B: $\{1 - (4040 - 3275) / 3275\} \times 10 = 7.7$	37.7
TES Consultants PC	Proposal A: $\{1 - (105,888 - 56,560) / 56,560\} \times 30 = 3.9$ Proposal B: $\{1 - (8600 - 3275) / 3275\} \times 10 = (6.3) \ 0$	3.9
Tyme Engineering	Proposal A: $\{1 - (120,863.80 - 56,560) / 56,560\} \times 30 = (4.2) \ 0$ Proposal B: $\{1 - (4500 - 3275) / 3275\} \times 10 = 6.3$	6.3



FINAL SCORE:

VENDORS:	Detailed Proposal Score (40%)	Price Score (40%)	Interview Score Eliminated (20%)	Final Score
ATC Associates	24.12	4.5		28.62
Environmental Testing	20.8	7.9		28.7
G2 Consulting Group	34.4	8.6		43.0
NTH Consultants Ltd	38.68	5.9		44.58
**PSI Services	39.72	30.7		70.42
Somat Engineering Inc	36.28	0		36.28
**TEC, Inc	38.4	37.7		76.1
TES Consultants PC	18.12	3.9		22.02
Tyme Engineering	23.48	6.3		29.78

****HIGHEST RATED VENDORS – RECOMMENDED AWARD**

NOTE: Optional Phase 3 – Interview Process worth 20 points was not conducted as no other firm could score high enough to overcome the scores for the top two rated firms.



SELECTION PROCESS

CRITERIA FOR SELECTION

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

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

Phase 1: Minimum Qualifications Evaluation (Pass / Fail)

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

Phase 2: Evaluation of Proposals (40%)

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

Phase 3: Interview Process (20%) – Optional

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

Phase 4: Price (40%)

Points for price will be calculated as follows:

FORMULA: $\{1 - (\text{Proposal Price} - \text{Lowest Proposal Price}) / \text{lowest proposal price}\} \times \text{available points}$

Phase 5: Final Scoring and Selection

The two (2) firms with the highest final weighted scores will be recommended to the Troy City Council for Award.

40% Proposal Score (100 point base)
20% Interview Score (100 point base) Optional
40% Price Score (100 point base)
100%

Note: The City of Troy reserves the right to change the order or eliminate an evaluation phase if deemed in the City's best interest to do so.

VENDOR NAME:

ATC Associates	ETC, Inc.
46555 Humboldt	38900 W. Huron River Dr
Novi, MI 48377	Romulus, MI 48174
Phone: 248-669-5140	Phone: 734-955-6600

PROPOSAL: PROVIDE PROFESSIONAL MUNICIPAL TESTING SERVICES FOR THE CITY OF TROY ENGINEERING DEPARTMENT FOR THE 2012 THROUGH 2015 CONSTRUCTION SEASONS

VENDOR QUESTIONNAIRE: Attached: Y or N

Y	Y
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PROPOSAL:

EST. QTY.	SERVICE	Unit Price	Total	Unit Price	Total
25 Hrs	Professional Engineer	\$ 75.00	\$ 1,875.00		
250 Hrs	Senior Engineering Technician	\$ 35.00	\$ 8,750.00		
450 Miles	Mileage Charge (If any)	\$ 0.55	\$ 247.50		
30 Hrs	Senior Engineer Review	\$ 75.00	\$ 2,250.00		
50 Hrs	Field or Engineering Technician	\$ 35.00	\$ 1,750.00	\$ 39.00	\$ 1,950.00
40 Hrs	Project Manager	\$ 75.00	\$ 3,000.00	\$ 60.00	\$ 2,400.00

Additional Required Services:

	\$ 17,872.50		
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Optional / Services etc:

FIELD TESTING

EST. QTY.	SERVICE	Unit Price	Total	Unit Price	Total
40 Hrs	Pick Up Samples	\$ 35.00	\$ 1,400.00	\$ 27.00	\$ 1,080.00
280 Miles	Mileage Charge (If any)	\$ 0.55	\$ 154.00	\$ 0.55	\$ 154.00
110 Hours	Nuclear Density Gauge	\$ 4.00	\$ 440.00		
	Equipment Charge (If any)		\$ -		
240 Miles	Mileage Charge (If any)	\$ 0.55	\$ 132.00		
940 Feet	Soil Borings (0'-25' typical	\$ 20.00	\$ 18,800.00		
	Mobilization Charge (If any)	\$ 250.00	\$ 250.00		
30 Hrs	Concrete Field Test	\$ 35.00	\$ 1,050.00		
15 Hrs	Pavement Cores	\$ 75.00	\$ 1,125.00		

Additional Required Services:

	\$ 23,351.00		
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Optional / Services etc:

LAB ANALYSIS

EST. QTY.	SERVICE	Unit Price	Total	Unit Price	Total
240 each	Concrete Cylinders	* \$ 12.00	\$ 2,880.00		
330 each	Proctor Test	* \$ 100.00	\$ 33,000.00		
20 each	Sieve Analysis	* \$ 60.00	\$ 1,200.00		
210 each	Extractions	* \$ 125.00	\$ 26,250.00		

Additional Required Services:

	\$ 63,330.00		
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1 each	Mold Lab Analysis			\$ 60.00	\$ 60.00
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Optional / Services etc:

ESA - 1	Phase 1 Environmental Site Assessment			\$ 1,600.00	\$ 1,600.00
ESA - 2	Phase 2 Environmental Site Assessment			TBD	TBD

*Price of ESA - 2 to be determined, based on findings of Phase 1

* = Total Changed from Bid

ESTIMATED TOTALS--

\$ 104,553.50	N/A
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VENDOR NAME:

ATC Associates		ETC, Inc.	
46555 Humboldt		38900 W. Huron River Dr	
Novi, MI 48377		Romulus, MI 48174	
EST. QTY.	SERVICE	Unit Price	Total
20 each	Asbestos	See Below	\$ 18.00 \$ 360.00
20 each	Lead Based Paint	See Below	\$ 18.00 \$ 360.00
5 each	Presence of PCB's	See Below	\$ 180.00 \$ 900.00
5 each	Presence of Mercury	See Below	\$ 80.00 \$ 400.00
50 Hrs	Air Quality Monitoring In Accordance w/Asbestos Abatement	See Below	\$ 39.00 \$ 1,950.00
Additional Required Services:		N/A	\$ 3,970.00
(20) Complete Pre-Demo Hazardous Material Surveys Described in Section 9: Scope of Work		\$ 1,250.00	\$ 25,000.00
Per Address	Asbestos Survey	\$ 225.00	+ Samples price
Per Address	Asbestos Clearance	\$ 250.00	\$ 250.00
Optional / Services etc:			
Per Single Fam. Home	Lead with XRF Gun Combo (Risk Assessment/Inspection)	\$ 425.00	Includes 13 dust up to 3 soil samples
Per Single Fam. Home	Lead Inspection w/XRF gun	\$ 350.00	No Samples
Per Single Fam. Home	Lead Clearance	\$ 250.00	Includes 9 dust
ESTIMATED GRAND TOTAL AWARDED ITEMS:			
OVERTIME RATES:		1.33	1.5
SUNDAY RATES:		1.5	2.0
HOLIDAY RATES:		2.0	2.0
INSURANCE: Can meet		Y	Y
Cannot meet			
INDEMNIFICATION CLAUSE: Signed Y or N		Y	Y
PAYMENT TERMS:		30 Days	Net 45 Days
EXCEPTIONS:		BLANK	NONE
ACKNOWLEDGEMENT: Signed Y or N		Y	Y
FORMS ATTACHED:			
Legal Status	Y or N	Y	Y
Non-Collusion Affidavit	Y or N	Y	Y

ATTEST:

 Susan Riesterer

 Steven Vandette

 Susan Leirstein

 Susan Leirstein CPPO CPPB
 Purchasing Director

Opening Date -- 3/14/2012
 Date Reviewed -- 4/4/12

VENDOR NAME:

G2 Consulting Group, LLC	NTH Consultants, Ltd.
1866 Woodslee	2000 Brush Street
Troy, MI 48083	Detroit, MI 48226
Phone: 248-680-0400	Phone: 313-237-3900

PROPOSAL: PROVIDE PROFESSIONAL MUNICIPAL TESTING SERVICES FOR THE CITY OF TROY ENGINEERING DEPARTMENT FOR THE 2012 THROUGH 2015 CONSTRUCTION SEASONS

VENDOR QUESTIONNAIRE: Attached: Y or N

PROPOSAL:

EST. QTY.	SERVICE	Y		Y	
		Unit Price	Total	Unit Price	Total
25 Hrs	Professional Engineer	\$ 130.00	\$ 3,250.00	\$ 100.00	\$ 2,500.00
250 Hrs	Senior Engineering Technician	\$ 48.00	\$ 12,000.00	\$ 60.00	\$ 15,000.00
450 Miles	Mileage Charge (If any)		\$ -	\$ 0.55	\$ 247.50
30 Hrs	Senior Engineer Review	\$ 120.00	\$ 3,600.00	\$ 130.00	\$ 3,900.00
50 Hrs	Field or Engineering Technician	\$ 48.00	\$ 2,400.00	\$ 48.00	\$ 2,400.00
40 Hrs	Project Manager	\$ 120.00	\$ 4,800.00	\$ 140.00	\$ 5,600.00

Additional Required Services:

Per Hour	Administrative Assistant	\$ 45.00			
20 hrs	Clerical			\$ 45.00	\$ 900.00

Optional / Services etc:

FIELD TESTING

EST. QTY.	SERVICE	Unit Price	Total	Unit Price	Total
40 Hrs	Pick Up Samples	\$ 48.00	\$ 1,920.00	\$ 48.00	\$ 1,920.00
280 Miles	Mileage Charge (If any)		\$ -	\$ 0.55	\$ 154.00
110 Hours	Nuclear Density Gauge		\$ -	\$ 65.00	\$ 7,150.00
	Equipment Charge (If any)	25 / Day	\$ 350.00		\$ -
240 Miles	Mileage Charge (If any)		\$ -	\$ 0.55	\$ 132.00
940 Feet	Soil Borings (0'-25' typical)	\$ 25.00	\$ 23,500.00	\$ 22.50	\$ 21,150.00
	Mobilization Charge (If any)	\$ 300.00	\$ 300.00	\$ 500.00	\$ 500.00
30 Hrs	Concrete Field Test	\$ 48.00	\$ 1,440.00	\$ 52.00	\$ 1,560.00
15 Hrs	Pavement Cores	\$ 96.00	\$ 1,440.00	\$ 52.00	\$ 780.00

Additional Required Services:

Per Day	Lane Tie Pullout	\$ 225.00			
Per Hour	Geotechnical Report Compilation	\$ 120.00			
Day	Single Lane Traffic Control			\$ 900.00	
Day	2 Lane Traffic Control			\$ 1,375.00	
Day	Truck-Mounted Attenuator			\$ 1,150.00	

Optional / Services etc:

Hour	House Penetrometer Foundation Testing (including Technician)			52.00	
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LAB ANALYSIS

EST. QTY.	SERVICE	Unit Price	Total	Unit Price	Total
240 each	Concrete Cylinders	\$ 12.00	\$ 2,880.00	\$ 16.00	\$ 3,840.00
330 each	Proctor Test	\$ 150.00	\$ 49,500.00	\$ 160.00	\$ 52,800.00
20 each	Sieve Analysis	\$ 75.00	\$ 1,500.00	\$ 165.00	\$ 3,300.00
210 each	Extractions	\$ 225.00	\$ 47,250.00	\$ 185.00	\$ 38,850.00

Additional Required Services:

	Michigan Cone Test	\$ 101,130.00		\$ 98,790.00	
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Optional / Services etc:

Each	Unconfined Compressive Test			\$ 50.00	
Each	Hydrometer Analysis			100.00	
Each	Moisture/Density Soil			25.00	

ESTIMATED TOTALS

		\$ 156,130.00		\$ 161,783.50	
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VENDOR NAME:

		G2 Consulting Group, LLC		NTH Consultants, Ltd.	
		1866 Woodslee		2000 Brush Street	
		Troy, MI 48083		Detroit, MI 48226	
PRE-DEMOLITION HAZARDOUS MATERIAL SURVEY WORK:					
EST. QTY.	SERVICE	Unit Price	Total	Unit Price	Total
20 each	Asbestos	\$ 15.00	\$ 300.00	\$ 10.00	\$ 200.00
20 each	Lead Based Paint	\$ 20.00	\$ 400.00	\$ 12.00	\$ 240.00
5 each	Presence of PCB's	\$ 80.00	\$ 400.00	\$ 65.00	\$ 325.00
5 each	Presence of Mercury	\$ 25.00	\$ 125.00	\$ 20.00	\$ 100.00
50 Hrs	Air Quality Monitoring In Accordance w/Asbestos Abatement	\$ 50.00	\$ 2,500.00	\$ 75.00	\$ 3,750.00
Additional Required Services:			\$ 3,725.00		\$ 4,615.00
Per Hour	Site Visit	\$ 95.00			
Per Hour	Report Compilation	\$ 95.00			
Optional / Services etc:					
Per Test	Mold	\$ 25.00			
ESTIMATED GRAND TOTAL AWARDED ITEMS:					
OVERTIME RATES:		1.5		1.33	
SUNDAY RATES:		1.5		1.33	
HOLIDAY RATES:		2		1.33	
INSURANCE: Can meet		Y		Y	
Cannot meet					
INDEMNIFICATION CLAUSE: Signed Y or N		Y		Y	
PAYMENT TERMS:		30 Days from Inv Date		BLANK	
EXCEPTIONS:		BLANK		BLANK	
ACKNOWLEDGEMENT: Signed Y or N		Y		Y	
FORMS ATTACHED:					
	Legal Status	Y or N		Y	
	Non-Collusion Affidavit	Y or N		Y	

VENDOR NAME:

Professional Service Industries	Somat Engineering, Inc.
1393 Wheaton Dr STE 800	660 Woodward Ave #2430
Troy, MI 48083	Detroit, MI 48226
Phone: 248-528-1655	Phone: 313-963-2721

PROPOSAL: PROVIDE PROFESSIONAL MUNICIPAL TESTING SERVICES FOR THE CITY OF TROY ENGINEERING DEPARTMENT FOR THE 2012 THROUGH 2015 CONSTRUCTION SEASONS

VENDOR QUESTIONNAIRE: Attached: Y or N

Y	Y
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PROPOSAL:

EST. QTY.	SERVICE	Unit Price	Total	Unit Price	Total
25 Hrs	Professional Engineer	\$ 85.00	\$ 2,125.00	\$ 99.00	\$ 2,475.00
250 Hrs	Senior Engineering Technician	\$ 25.00	\$ 6,250.00	\$ 69.00	\$ 17,250.00
450 Miles	Mileage Charge (If any)		\$ -		\$ -
30 Hrs	Senior Engineer Review	\$ 65.00	\$ 1,950.00	\$ 129.00	\$ 3,870.00
50 Hrs	Field or Engineering Technician	\$ 25.00	\$ 1,250.00	\$ 49.00	\$ 2,450.00
40 Hrs	Project Manager	\$ 65.00	\$ 2,600.00	\$ 99.00	\$ 3,960.00

Additional Required Services:

	\$ 14,175.00		\$ 30,005.00
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Optional / Services etc:

Hour Services of Geotechnical Engineer

65.00			
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FIELD TESTING

EST. QTY.	SERVICE	Unit Price	Total	Unit Price	Total
40 Hrs	Pick Up Samples	\$ 25.00	\$ 1,000.00	\$ 49.00	\$ 1,960.00
280 Miles	Mileage Charge (If any)		\$ -		\$ -
110 Hours	Nuclear Density Gauge	\$ 5.00	\$ 550.00		\$ -
	Equipment Charge (If any)	N/A			\$ -
240 Miles	Mileage Charge (If any)		\$ -		\$ -
940 Feet	Soil Borings (0'-25' typical)	\$ 9.00	\$ 8,460.00	\$ 22.00	\$ 20,680.00
	Mobilization Charge (If any)	\$ 275.00	\$ 275.00	\$ 300.00	\$ 300.00
30 Hrs	Concrete Field Test	\$ 25.00	\$ 750.00	\$ 49.00	\$ 1,470.00
15 Hrs	Pavement Cores	\$ 40.00	\$ 600.00	\$ 49.00	\$ 735.00

Additional Required Services:

	\$ 10,085.00		\$ 25,145.00
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Optional / Services etc:

Per Inch Drilling Through Asphalt & Concrete

10.00			
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LAB ANALYSIS

EST. QTY.	SERVICE	Unit Price	Total	Unit Price	Total
240 each	Concrete Cylinders	\$ 8.75	\$ 2,100.00	\$ 11.00	\$ 2,640.00
330 each	Proctor Test	\$ 85.00	\$ 28,050.00	\$ 150.00	\$ 49,500.00
20 each	Sieve Analysis	\$ 45.00	\$ 900.00	\$ 89.00	\$ 1,780.00
210 each	Extractions	\$ 90.00	\$ 18,900.00	\$ 224.00	\$ 47,040.00

Additional Required Services:

	\$ 49,950.00		\$ 100,960.00
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Optional / Services etc:

Each Moisture & Visual Classification of SPT Samples

\$ 3.50			
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ESTIMATED TOTALS--

\$ 74,210.00	\$ 156,110.00
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VENDOR NAME:

Professional Service Industries		Somat Engineering, Inc.			
1393 Wheaton Dr STE 800		660 Woodward Ave #2430			
Troy, MI 48083		Detroit, MI 48226			
EST. QTY.	SERVICE	Unit Price	Total	Unit Price	Total
20 each	Asbestos	\$ 15.00	\$ 300.00	\$ 416.00	\$ 8,320.00
20 each	Lead Based Paint	\$ 17.00	\$ 340.00	\$ 416.00	\$ 8,320.00
5 each	Presence of PCB's	\$ 65.00	\$ 325.00	\$ 485.00	\$ 2,425.00
5 each	Presence of Mercury	\$ 12.00	\$ 60.00	\$ 430.00	\$ 2,150.00
50 Hrs	Air Quality Monitoring In Accordance w/Asbestos Abatement	\$ 45.00	\$ 2,250.00	\$ 75.00	\$ 3,750.00
Additional Required Services:			\$ 3,275.00		\$ 24,965.00
Optional / Services etc:					
Hour	Asbestos Lead/Sample Collection in Field	\$ 45.00			
ESTIMATED GRAND TOTAL AWARDED ITEMS:					
OVERTIME RATES:			1.3		1.5
SUNDAY RATES:			1.5		1.5
HOLIDAY RATES:			1.7		2.0
INSURANCE: Can meet Cannot meet			Y		Y
INDEMNIFICATION CLAUSE: Signed Y or N			N		Y
PAYMENT TERMS:			Remarks Attached to Bid		Net 30
EXCEPTIONS:			BLANK		BLANK
ACKNOWLEDGEMENT: Signed Y or N			Y		Y
FORMS ATTACHED:					
	Legal Status Y or N		Y		Y
	Non-Collusion Affidavit Y or N		Y		Y

VENDOR NAME:

Testing Engrs & Consultants	TES Consultants, PC
1343 Rochester Rd	23943 Industrial Park
Troy, MI 48083	Farmington Hills, MI 48335
Phone: 248-588-6200	Phone: 248-615-3000

PROPOSAL: PROVIDE PROFESSIONAL MUNICIPAL TESTING SERVICES FOR THE CITY OF TROY ENGINEERING DEPARTMENT FOR THE 2012 THROUGH 2015 CONSTRUCTION SEASONS

VENDOR QUESTIONNAIRE: Attached: Y or N

Y Y

PROPOSAL:

EST. QTY.	SERVICE	Unit Price	Total	Unit Price	Total
25 Hrs	Professional Engineer	\$ 90.00	\$ 2,250.00	\$ 75.00	\$ 1,875.00
250 Hrs	Senior Engineering Technician	\$ 36.00	\$ 9,000.00	\$ 45.00	\$ 11,250.00
450 Miles	Mileage Charge (If any)		\$ -	\$ 0.60	\$ 270.00
30 Hrs	Senior Engineer Review	\$ 75.00	\$ 2,250.00	\$ 50.00	\$ 1,500.00
50 Hrs	Field or Engineering Technician	\$ 32.00	\$ 1,600.00	\$ 28.00	\$ 1,400.00
40 Hrs	Project Manager	\$ 80.00	\$ 3,200.00	\$ 75.00	\$ 3,000.00

Additional Required Services:

\$ 18,300.00 \$ 19,295.00

Optional / Services etc:

FIELD TESTING

EST. QTY.	SERVICE	Unit Price	Total	Unit Price	Total
40 Hrs	Pick Up Samples	\$ 32.00	\$ 1,280.00	\$ 28.00	\$ 1,120.00
280 Miles	Mileage Charge (If any)		\$ -	\$ 0.60	\$ 168.00
110 Hours	Nuclear Density Gauge	\$ 2.00	\$ 220.00	\$ 40.00	\$ 4,400.00
	Equipment Charge (If any)		\$ -	N/C	
240 Miles	Mileage Charge (If any)		\$ -	\$ 0.60	\$ 144.00
940 Feet	Soil Borings (0'-25' typical)	\$ 9.50	\$ 8,930.00	N/A	\$ 16,920.00
	Mobilization Charge (If any)	\$ 300.00	\$ 300.00	N/A	\$ 346.00
30 Hrs	Concrete Field Test	\$ 36.00	\$ 1,080.00	\$ 28.00	\$ 840.00
15 Hrs	Pavement Cores	\$ 100.00	\$ 1,500.00	\$ 75.00	\$ 1,125.00

Additional Required Services:

\$ 13,310.00 \$ 25,063.00

Optional / Services etc:

LAB ANALYSIS

EST. QTY.	SERVICE	Unit Price	Total	Unit Price	Total
240 each	Concrete Cylinders	\$ 10.00	\$ 2,400.00	\$ 12.00	\$ 2,880.00
330 each	Proctor Test	\$ 35.00	\$ 11,550.00	\$ 75.00	\$ 24,750.00
20 each	Sieve Analysis	\$ 25.00	\$ 500.00	\$ 120.00	\$ 2,400.00
210 each	Extractions	\$ 50.00	\$ 10,500.00	\$ 150.00	\$ 31,500.00

Additional Required Services:

\$ 24,950.00 \$ 61,530.00

Optional / Services etc:

ESTIMATED TOTALS --

\$ 56,560.00 \$ 105,888.00

VENDOR NAME:

		Testing Engrs & Consultants		TES Consultants, PC	
		1343 Rochester Rd		23943 Industrial Park	
		Troy, MI 48083		Farmington Hills, MI 48335	
PRE-DEMOLITION HAZARDOUS MATERIAL SURVEY WORK:					
EST. QTY.	SERVICE	Unit Price	Total	Unit Price	Total
20 each	Asbestos	\$ 17.00	\$ 340.00	\$ 150.00	\$ 3,000.00
20 each	Lead Based Paint	\$ 20.00	\$ 400.00	\$ 30.00	\$ 600.00
5 each	Presence of PCB's	\$ 150.00	\$ 750.00	\$ 100.00	\$ 500.00
5 each	Presence of Mercury	\$ 60.00	\$ 300.00	\$ 150.00	\$ 750.00
50 Hrs	Air Quality Monitoring In Accordance w/Asbestos Abatement	\$ 45.00	\$ 2,250.00	\$ 75.00	\$ 3,750.00
Additional Required Services:			\$ 4,040.00		\$ 8,600.00
Optional / Services etc:					
ESTIMATED GRAND TOTAL AWARDED ITEMS:					
OVERTIME RATES:			1.333		1.43
SUNDAY RATES:			1.666		1.87
HOLIDAY RATES:			2.0		2.87
INSURANCE: Can meet Cannot meet			Y		Y
INDEMNIFICATION CLAUSE: Signed Y or N			Y		Y
PAYMENT TERMS:			30 Days		30 Days
EXCEPTIONS:			N/A		BLANK
ACKNOWLEDGEMENT: Signed Y or N			Y		N
FORMS ATTACHED:					
	Legal Status		Y		Y
	Non-Collusion Affidavit		Y		Y

VENDOR NAME:

Tyme Engineering, Inc.	
32121 Schoolcraft Rd	
Livonia, MI 48150	
Phone: 734-522-0300	

PROPOSAL: PROVIDE PROFESSIONAL MUNICIPAL TESTING SERVICES FOR THE CITY OF TROY ENGINEERING DEPARTMENT FOR THE 2012 THROUGH 2015 CONSTRUCTION SEASONS

VENDOR QUESTIONNAIRE: Attached: Y or N

Y

PROPOSAL:

EST. QTY.	SERVICE	Unit Price	Total
25 Hrs	Professional Engineer	\$ 78.00	\$ 1,950.00
250 Hrs	Senior Engineering Technician	\$ 62.00	\$ 15,500.00
450 Miles	Mileage Charge (If any)	\$ 0.52	\$ 234.00
30 Hrs	Senior Engineer Review	\$ 52.00	\$ 1,560.00
50 Hrs	Field or Engineering Technician	\$ 48.00	\$ 2,400.00
40 Hrs	Project Manager	\$ 91.00	\$ 3,640.00

Additional Required Services:

Per Hour	Industrial Hygienist - Senior	\$ 85.00	
Per Hour	Industrial Hygienist Technician	\$ 65.00	
Portal to Portal	Mileage Charge	\$ 0.42	

Optional / Services etc:

Per Hour	Asbestos Building Inspector	\$ 65.00	
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FIELD TESTING

EST. QTY.	SERVICE	Unit Price	Total
40 Hrs	Pick Up Samples	\$ 50.00	\$ 2,000.00
280 Miles	Mileage Charge (If any)		\$ -
110 Hours	Nuclear Density Gauge	\$ 49.00	\$ 5,390.00
	Equipment Charge (If any)		\$ -
240 Miles	Mileage Charge (If any)	* \$ 0.52	\$ 124.80
940 Feet	Soil Borings (0'-25' typical)	\$ 18.00	\$ 16,920.00
	Mobilization Charge (If any)	\$ 500.00	\$ 500.00
30 Hrs	Concrete Field Test	* \$ 44.00	\$ 1,320.00
15 Hrs	Pavement Cores	\$ 85.00	\$ 1,275.00

Additional Required Services:

	Trimming Cores	\$ 20.00	\$ 200.00
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Optional / Services etc:

LAB ANALYSIS

EST. QTY.	SERVICE	Unit Price	Total
240 each	Concrete Cylinders	\$ 15.00	\$ 3,600.00
330 each	Proctor Test	\$ 100.00	\$ 33,000.00
20 each	Sieve Analysis	\$ 50.00	\$ 1,000.00
210 each	Extractions	\$ 145.00	\$ 30,450.00

Additional Required Services:

Per Hour	Senior Industrial Hygienist	\$ 85.00	
Per Hour	Industrial Hygiene Technician	\$ 65.00	
Portal to Portal	Mileage	\$ 0.42	

Optional / Services etc:

Per Hour	Asbestos Building Inspector	\$ 65.00	
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* = Total Changed from Bid

ESTIMATED TOTALS --

\$ 120,863.80

VENDOR NAME:

Tyme Engineering, Inc.			
32121 Schoolcraft Rd			
Livonia, MI 48150			
PRE-DEMOLITION HAZARDOUS MATERIAL SURVEY WORK:			
EST. QTY.	SERVICE	Unit Price	Total
20 each	Asbestos	\$ 10.00	\$ 200.00
20 each	Lead Based Paint	\$ 15.00	\$ 300.00
5 each	Presence of PCB's	\$ 75.00	\$ 375.00
5 each	Presence of Mercury	\$ 75.00	\$ 375.00
50 Hrs	Air Quality Monitoring In Accordance w/Asbestos Abatement	\$ 65.00	\$ 3,250.00
	Additional Required Services:		\$ 4,500.00
Per Sample	Vermiculite Sample Analysis	\$ 50.00	
Per Sample	Point Counting	\$ 50.00	
Per Sample	Grayimeter Reduction	\$ 65.00	
	Optional / Services etc:		
Per Load	Universal Waste Inventory		
ESTIMATED GRAND TOTAL AWARDED ITEMS:			
OVERTIME RATES:		1.25	
SUNDAY RATES:		1.5	
HOLIDAY RATES:		1.75	
INSURANCE: Can meet		Y	
Cannot meet			
INDEMNIFICATION CLAUSE: Signed Y or N		Y	
PAYMENT TERMS:		30 Days	
EXCEPTIONS:		BLANK	
ACKNOWLEDGEMENT: Signed Y or N		Y	
FORMS ATTACHED:			
Legal Status	Y or N	Y	
Non-Collusion Affidavit	Y or N	Y	

Remarks:

- All rates are billed on a portal to portal basis
- Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon IRS rates for mileage.
- Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.3 times the applicable hourly rate for work performed over 8 hours, 1.5 times the applicable unit rate for work performed on Sundays and 1.7 times the applicable rate for work performed on City of Troy recognized holidays.
- A minimum charge of 3 hours applies to field testing and observation services.
- Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 3 hour charge if the technician has already arrived onsite.
- 24-hour notice is required for all scheduling. PSI will try to provide a technician when scheduled the same day, but cannot guarantee that a technician will be available.
- For all PSI services, a project management/ review charge will be billed at the rate of 0.1 hour per technician hour for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports. Laboratory services will be billed at 0.2 hours of project manager per set of cylinders, and 0.5 hours of project manager for proctors, sieves and asphalt extractions.
- The minimum billing increment for time is one hour.
- Drilling and field service rates are based on OSHA Level D personnel protection.
- Mobilization for drilling services will be charges per occurrence of drilling services requested. For sites where drilling is to occur that are not readily accessible to a truck-mounted drill rig, rates for rig mobility, site clearing, crew stand-by time, etc. will be charged at \$80.00 per hour.
- Services and fees not listed on this schedule may be quoted on request.



UNIT RATES

A. CONSTRUCTION SERVICES

1.0 TECHNICAL, ENGINEERING AND CONSULTING SERVICES

1.1 Field or Engineering Technician.....	Hour	\$ 32.00
1.2 Senior Engineering Technician (Soils, Concrete, Bituminous).....	Hour	\$ 36.00
1.3 Senior Engineer.....	Hour	\$ 75.00
1.4 Project Manager.....	Hour	\$ 80.00
1.5 Professional Engineer.....	Hour	\$ 90.00
1.6 Coring Crew.....	Hour	\$100.00

2.0 LABORATORY SERVICES

2.1 Aggregate		
a. Moisture Density Relationship, (Proctor).....	Each	\$ 35.00
b. Sieve Analysis.....	Each	\$ 25.00
2.2 Bituminous		
a. Extraction (Percent Asphalt).....	Each	\$ 50.00
b. Sieve Analysis.....	Each	\$ 25.00
c. Bulk Density of the Mix (unit weight).....	Each	\$ 45.00
2.3 Concrete		
a. Compressive Strength.....	Each	\$ 10.00
2.4 Masonry		
a. Grout Specimen: Compressive Strength.....	Each	\$ 18.00
b. Masonry Unit:		
1. Absorption & Unit Weight.....	Each	\$ 50.00
2. Compressive Strength.....	Each	\$ 40.00
c. Mortar Cubes: Compressive Strength.....	Each	\$ 18.00
2.5 Fireproofing		
a. Fireproofing Density.....	Each	\$ 50.00

3.0 EQUIPMENT AVAILABLE IN CONJUNCTION WITH TEC PERSONNEL

3.1 Soils/Bituminous Concrete Nuclear Density Gauge.....	Hour	\$ 2.00
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B. GEOTECHNICAL SERVICES

1.0. DRILLING

1.1 Mobilization and moving of drilling equipment on and off site		
a. Per Mile.....		\$3.15
b. Per Day (Minimum).....		\$300.00
1.2 ATV Charge.....		\$315.00
1.3 Boring Layout.....	Hour	\$ 85.00

B. GEOTECHNICAL SERVICES

1.0. DRILLING (cont.)

1.4 Soil sampling using either split-barrel sampler (ASTM D1586) or liner sampler (ASTM D1587) at 2 1/2 foot intervals to 10 feet, and 5 foot thereafter

a. 0' - 25'	Foot	\$ 9.50
b. 26' - 50'	Foot	\$ 11.50
c. 51' - 75'	Foot	\$ 13.75
d. 76' - 100'	Foot	\$ 19.00
e. 100+'	Quoted Upon Request	

An additional charge of \$1.00 per foot will be made for soils with more than 50 blows per foot or 4.5 tsf qu or strata containing boulders, slag, building rubble or broken concrete.

1.5 Additional Split-Spoon Sampling

a. 0' - 50'	Each	\$ 14.00
b. 50' - 100'	Each	\$ 18.00

1.6 Rock Coring

a. \$150.00 set up per hole, plus	Foot	\$ 40.00
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1.7 Auger-drilling with profile sampling Foot \$ 8.50

1.8 Cost of special equipment or permit for moving drilling equipment about the site At Cost Plus 15%

1.9 Set up time per hole or time required to move between boring locations in excess of 1/2 hour or stand by time..... Hour \$140.00

B. GEOTECHNICAL SERVICES (cont.)

1.0. DRILLING (cont.)

1.1 Thin wall (Shelby) tubes.....	Each	\$ 40.00
1.2 Drilling through concrete or asphalt	Inch	\$ 13.00

2.0 LABORATORY TESTING

2.1 Atterberg Limits Determination (LL and PL)	Each	\$ 84.00
2.2 Hydrometer & Sieve Analysis (Combined).....	Each	\$150.00
2.3 Loss on Ignition (Organic Content).....	Each	\$ 50.00
2.4 Sieve Analysis	Each	\$ 50.00
2.5 Specific Gravity Determination.....	Each	\$ 50.00

Testing Engineers & Consultants, Inc.

B. GEOTECHNICAL SERVICES (cont.)

2.0 LABORATORY TESTING (cont.)

2.6	Standard Series (Moisture, Density, Rimac Unconfined)	Each	\$ 10.50
2.7	Unconfined Compression Test (Split-spoon or Liner Sample)	Each	\$ 16.00
2.8	Unconfined Compression Test (Undisturbed Tube Sample).....	Each	\$ 40.00
2.9	Permeability Test (Falling Head).....	Each	\$210.00
2.10	Permeability Test (Sample Prep).....	Hour	\$ 55.00

3.0. GEOTECHNICAL ENGINEERING

Professional and technical services for field supervision, analysis of test data, and engineering recommendations and consultation.

1.	Senior Engineer	Hour	\$ 80.00
2.	Project Management/ Coordination	Hour	\$ 85.00
3.	Geotechnical Engineer/Professional Engineer	Hour	\$100.00

4.0 REMARKS

1. Rate for advanced laboratory testing will be quoted upon request.
2. Services and fees not listed above, such as the installation of groundwater monitoring wells, will be quoted upon request.

C. INDUSTRIAL HYGIENE

1.	Asbestos Sample Analysis (3day TAT)	Each	\$ 17.00
2.	Asbestos Air Sample Analysis PCM (Included in Hourly Rate)		
3.	Transmission Electron Microscopy (1 day TAT)	Each	\$125.00
4.	Lead Paint Sample Analysis	Each	\$ 20.00
5.	Specialized Air Quality Testing quoted on a per project basis		
6.	Asbestos and Lead Paint Building Survey quoted on a per project basis		
7.	Asbestos Removal Bid Specification quoted on a per project basis		
8.	Field Technician,.....	Hour	\$ 45.00
9.	Senior Project Manager,.....	Hour	\$ 60.00
10.	Certified Industrial Hygienist,.....	Hour	\$ 110.00

TERMS AND CONDITIONS

1. TEC request a minimum of 24 hours notice for scheduling construction materials testing. The quoted fees represent standard rates for eight hours of continuous work including travel time between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. Overtime rates would be applicable for Saturday and hours other than those stated above at 1.35 times the standard rate. Premium rates will be applicable for hours worked on Sundays and Holidays at 2.0 times the standard rate.
2. A four-hour minimum, inclusive of travel time and equipment charges, will apply to field services. The four-hour minimum **will not** apply to material sampling, cylinder collection, or engineering services.
3. Laboratory work that needs immediate attention will be billed at 1.35 times the standard test rate. This applies to work required to be performed on Saturdays or after 5:00 p.m. on weekdays. Work required to be performed on a Sunday or Holiday will be billed at 2.0 times the standard test rate.
4. **No mileage charges will apply for technician or professional services.** Sample and cylinder pick-ups will be invoiced at **\$28.00 per hour and no charge per mile**, portal-to-portal from TEC facilities. Lodging, subsistence and transportation for out-of-town services are invoiced at cost plus 20%.
5. The invoice will be based upon the actual work performed and at the quoted rates. Unless otherwise stated, invoices are due 30 days from the invoice date. An administrative fee of 1.5% per month will be added to all delinquent accounts. It is agreed that the client is liable for all costs and expenses of collection, including reasonable attorney's fees, whether or not legal proceedings are instituted. Disputes of invoiced amounts must be submitted in writing within 30 days of invoice date.
6. The TEC fee for depositions, court appearances, expert witness, legal assistance, litigation, preparation, or other legal work is \$150.00 per hour plus expenses.
7. TEC will not be responsible for work performed on materials furnished by others not controlled by TEC.
8. Except for circumstances caused by the willful misconduct of TEC, all claims for damages asserted against TEC by a client or third party, including claims against TEC's directors, officers, shareholders, employees and agents, are limited to the lesser amount of \$25,000 or the total dollar value of this contract.
9. All reports, plans, specifications, computer files, field data, notes and other documents prepared by TEC as instruments of service shall remain the property of TEC. TEC shall retain all common law, statutory and other reserved rights, including the copyright thereto. The client shall not reuse or make any modifications to reports, plans, specifications, computer files or other documents without the prior written authorization of TEC.
10. In an effort to resolve any conflicts that arise during this project or following the completion of this project, the client and TEC agree that all disputes between them arising out of or relating to this project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.



TO: Members of Troy City Council
FROM: Lori Grigg Bluhm, City Attorney *LGB*
Susan M. Lancaster *sml*
DATE: April 9, 2012
SUBJECT: Robert and Michelle Riddle v. City of Troy

The following proposed resolution would authorize our insurance carrier to settle the above referenced personal injury case for an amount that is less than our insurance deductible. This lawsuit was the subject of City Council's closed session discussion, which was authorized on April 2, 2012. Absent an approved settlement in this matter, the matter will be heard by a jury, and the parties will continue to accrue additional expenses.

PROPOSED RESOLUTION:

NOW THEREFORE, BE IT RESOLVED, that the Troy City Council hereby **ACCEPTS** the Plaintiff's confidential settlement offer, which was presented on April 3, 2012 in a closed session, and **DIRECTS** the City Attorney to take the actions necessary to facilitate the settlement with our insurance carrier.



Date: April 11, 2012

To: Troy City Council Members
John Szerlag, City Manager
Lori Grigg Bluhm, City Attorney

From: Mayor Janice Daniels 

Subject: Mayor for a Day Essay Contest

In an effort to generate citizen participation in local government at the earliest age possible, I have initiated a fun Essay contest for elementary school aged children.

Attached please find the details of the contest. These contest rules indicate that the six (6) winners will "start" one of our regularly scheduled council meetings this summer.

Please know that this will be ceremonial and will not conflict with my duties as the presiding officer. Additionally, no staff time will be involved in the contest.

Please let me know if you would like to participate in the judging or presentation.

Mayor For A Day Essay Contest

Troy Elementary Schools

FINISH THIS SENTENCE...

"Citizen Participation in Government is Important because ..."

Send essays to our independent moderator Mr. Charlie Langton via email to
CLangton@langtonlaw.com

Or

Mail essays to Mr. Charlie Langton at:
Langton Law
33200 Dequindre, Ste. 100
Sterling Heights, MI 48310

See Page Two for Rules and Eligibility Requirements



Mayor For A Day Contest Rules

This essay contest is open to all elementary school aged children who live in Troy, Michigan. Public schools, private schools and home-schooled children are welcome to submit essays. Please limit essays to 50 words or less.

Entry deadline is Friday, May 11, 2012.

Essays will be sent to Mr. Charlie Langton of the Langton Law Offices, Fox 2 News and WXYZ early morning radio talk show fame.

Mr. Langton will ensure that essays are sent to Mayor Janice Daniels anonymously so that judging will be independent and impartial.

Mr. Langton can be contacted at (810) 335-1362 or contact Mayor Janice Daniels at (248) 556-6033 with questions.

Six winners will be selected – one winner will start one regularly scheduled Troy City Council Meeting during the summer. Meeting dates are June 4, 2012 – June 18, 2012 – July 9, 2012 – July 23, 2012 – August 13, 2012 and August 27, 2012.

All meetings start promptly at 7:30pm and are held at City Hall located at 500 W. Big Beaver Road, Troy, MI 48064.

Winners will be announced at the Troy City Council meeting regularly scheduled for May 14, 2012. This is a private initiative by Mayor Janice Daniels in an effort to encourage citizen participation in our

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. Ukraineec

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

Resolution to Excuse Committee Member Ukraineec

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

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

Yes: 6
No: 0
Absent: Ukraineec

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. The State of Michigan Smoke Free Law which went into effect on May 1, 2010 prohibits smoking, including the smoking of hookah pipes, at any food establishment. That law provides that smoking is never allowed indoors where food is served to the public. Simbad is in violation of the Smoke Free Law.

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 Special/Study meeting of the Troy City Planning Commission to order at 7:00 p.m. on March 27, 2012 in the Council Board Room of the Troy City Hall.

1. ROLL CALL

Present:

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

Absent:

Philip Sanzica
Robert Schultz

Also Present:

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

2. APPROVAL OF AGENDA

Resolution # PC-2012-03-017

Moved by: Edmunds
Seconded by: Tagle

RESOLVED, To approve the Agenda as printed.

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

MOTION CARRIED

3. MINUTES

Resolution # PC-2012-03-018

Moved by: Krent
Seconded by: Schepke

RESOLVED, To approve the minutes of the March 13, 2012 Regular meeting as published.

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

MOTION CARRIED

4. PUBLIC COMMENT – For Items Not on the Agenda

Mr. Strat gave an overall report on past Zoning Board of Appeals meetings.

SPECIAL USE REQUEST

5. 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

Mr. Carlisle addressed the site plan revisions relating to circulation, accessibility, landscaping and lighting.

Resolution # PC-2012-03-019

Moved by: Edmunds

Seconded by: Hutson

RESOLVED, That Special Use Approval and Preliminary Site Plan Approval for the proposed Tim Horton’s Restaurant, located on the north side of Maple Road and west of John R (1905 E Maple), Section 26, currently zoned GB (General Business) District, be granted, subject to the following:

- 1. Turn the bicycle rack 90-degrees so that bikes can be safely parked and not overhang into the pedestrian sidewalk.

Yes: All present (7)

Absent: Sanzica, Schultz

MOTION CARRIED

OTHER BUSINESS

6. PUBLIC COMMENT – Items on Current Agenda

There was no one present who wished to speak.

7. PLANNING COMMISSION COMMENT

None.

The Special/Study meeting of the Planning Commission adjourned at 7:10 p.m.

Respectfully submitted,

Mark Maxwell, Chair

Kathy L. Czarnecki, Recording Secretary

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Chair Maxwell called the Special Meeting of the Troy City Planning Commission to order at 7:30 p.m. on March 27, 2012 in the Council Board Room of the Troy City Hall.

1. ROLL CALL

Present:

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

Absent:

Robert Schultz

Also Present:

R. Brent Savidant, Planning Director
Allan Motzny, Assistant City Attorney
Ben Carlisle, Carlisle/Wortman Associates, Inc.
Mark Miller, Director of Economic & Community Development
Steve Vandette, City Engineer
William Huotari, Deputy City Engineer
Kathy L. Czarnecki, Recording Secretary

2. MULTI-MODAL TRANSIT FACILITY PRESENTATION

Project Background

Mr. Savidant gave a PowerPoint presentation on the sequential elements of the project and identified the following design enhancements associated with Preliminary Site Plan approval by City Council.

- a. Building façade articulation
- b. A more identifiable building entrance
- c. Enhancing the sense of arrival by focusing on a major point of interest
- d. Establishing visual interest with human-scale elements in the building
- e. Creating transitional features between the building, the bridge structure and platform
- f. Offering additional cost effective, sustainable design features

Project Team Introductions

Mike MacDonald of Hubbell Roth & Clark (HRC), design team project manager, introduced the following team members:

Wally Alix, Hubbell Roth & Clark
Jim Surhigh, Hubbell Roth & Clark
Mike Kirk, Neumann/Smith Architecture
Scott Bonney, Neumann/Smith Architecture
Rich Houdek, Grissim Metz Andriese
Allen Blower, Clark Construction
Dan Rogers, Clark Construction

Overview of Project Team Design Opportunity Sketches submitted with Proposal

Messrs. MacDonald, Kirk and Bonney presented an overview of the project with the assistance of visual illustrations. The design team announced that they would work on a closer spatial relationship between the building and the parking area.

Planning Commission Design Input

Mr. Tagle applauded the team for an excellent job. He said the project speaks well to the quality of the City, provides a nice gateway and makes a modern statement.

Mr. Strat echoed Mr. Tagle's favorable comments. He is very pleased, noting a night and day difference from the original plan. Mr. Strat said the design addresses safety and transparency. Mr. Strat suggested 1) implementing a green roof on the waiting area if budget allows, and 2) extending the glass to the bridge floor to complete transparency. He applauded the stairway; said it serves as a beacon as well as being functional. Mr. Strat addressed screening of the rooftop mechanical equipment.

Mr. Schepke addressed concerns with the isolation and lack of lighting on the Birmingham side and suggested a closed circuit camera monitoring system. He asked if there would be a manned ticket counter and how snow removal equipment would be utilized.

Mr. Sanzica said he is impressed with the quality of the graphics. He agreed that moving the building closer to Doyle would be beneficial, and asked if there are plans for long-term and short-term parking. Mr. Sanzica asked the design team to address stormwater management. He suggested low maintenance for any type of stormwater management installed/constructed; i.e., rain gardens, bioswales.

Mr. Hutson suggested softening the structure with landscaping.

Mr. Krent applauded the design team for its consideration to human interest and excellent attention to details. He gave kudos to the raised crosswalks and signage, noting he likes the simplicity of the “Troy Transit Center” name.

Mr. Edmunds said the design team did a great job. He asked (1) if there would be access to the restrooms when the building is locked, and (2) if there would be opportunity for alternate bidding, specifically for a geothermal system.

Chair Maxwell applauded the design team. Chair Maxwell said the design is a big improvement from the original design; it is a functional, more cohesive and coordinated design. He agreed the waiting area should be closer to the parking.

Responses to Planning Commission Input/Comments

Mr. Vandette stated that closed circuit cameras are budgeted and Management would work closely with the City’s Police Department to identify areas to observe and monitor, and briefly addressed monitoring of restrooms. Mr. Vandette said there would be no manned ticket counter. He said Amtrak is currently transitioning from kiosks to online ticket purchases only, so at this time he is not sure if there will be a kiosk on site as originally planned.

Mr. Miller confirmed that Management would coordinate and work closely with the City’s Police Department to monitor remotely the area. He indicated Management is analyzing the hours of restroom operation and provisions for short-term and long-term parking. Mr. Miller said there is allowance in the design for modifications in the future.

Mr. MacDonald addressed:

- Lighting. Amtrak requires two times luminance at the platform.
- Snow removal equipment. Equipment would be brought over the right-of-way, not taken over the bridge, nor could a platform be constructed.
- Stormwater management. Parking area would remain the same; remaining area would be researched and made sustainable.
- Utility easements and existing high voltage towers (40 foot square in size).
- Landscaping. Illustrations exclusive of landscaping, landscaping is budgeted and design team will work closely with Grissim Metz. There is limited or no irrigation on site.

Mr. Blower, construction manager, stated there would be opportunity for alternate bidding and a geothermal system could be under consideration. Mr. Blower addressed the complexity and challenges of working with the railroad right of way, the scheduling and sequencing of trains, as well as utility easements. He said construction could start

as early as October, contingent on various approvals from the Federal Railroad Administration (FRA) and Canadian National (CN). Mr. Blower said the duration of construction would be 10-12 months.

Public Comment

Paul Lin, resident and former architect, congratulated the Planning Commission on the project. He applauded the design team for an excellent job and gave the project an A+. Mr. Lin agreed with comments to move the building closer to the parking area and to extend the glass to the bottom of the bridge for transparency. Mr. Lin recommended that the elevators are 6' x 8' for handicap accessibility. He suggested no landscaping near the building for security purposes. Mr. Lin said it is critical to address the proximity of the high voltage towers to the site and the impact given if the line falls.

Ted Wilson, Chamber of Commerce representative, suggested using colored lighting during night hours. Mr. Wilson suggested implementing skylights in the waiting area if a green roof is not attainable for budget reasons. He addressed the size of the mechanical support area in relation to the restrooms.

The Special meeting of the Planning Commission adjourned at 8:40 p.m.

Respectfully submitted,

Mark Maxwell, Chair

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Chair Maxwell called the Special/Study meeting of the Troy City Planning Commission to order at 7:00 p.m. on March 27, 2012 in the Council Board Room of the Troy City Hall.

1. ROLL CALL

Present:

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Tom Krent
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Absent:

Philip Sanzica
Robert Schultz

Also Present:

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

2. APPROVAL OF AGENDA

Resolution # PC-2012-03-017

Moved by: Edmunds
Seconded by: Tagle

RESOLVED, To approve the Agenda as printed.

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

MOTION CARRIED

3. MINUTES

Resolution # PC-2012-03-018

Moved by: Krent
Seconded by: Schepke

RESOLVED, To approve the minutes of the March 13, 2012 Regular meeting as published.

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

MOTION CARRIED

4. PUBLIC COMMENT – For Items Not on the Agenda

Mr. Strat gave an overall report on past Zoning Board of Appeals meetings.

SPECIAL USE REQUEST

5. 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

Mr. Carlisle addressed the site plan revisions relating to circulation, accessibility, landscaping and lighting.

Resolution # PC-2012-03-019

Moved by: Edmunds

Seconded by: Hutson

RESOLVED, That Special Use Approval and Preliminary Site Plan Approval for the proposed Tim Horton’s Restaurant, located on the north side of Maple Road and west of John R (1905 E Maple), Section 26, currently zoned GB (General Business) District, be granted, subject to the following:

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The Special meeting of the Planning Commission adjourned at 8:40 p.m.

Respectfully submitted,

Mark Maxwell, Chair

Kathy L. Czarnecki, Recording Secretary

ELECTION COMMISSION MINUTES – Final**March 29, 2012**

A meeting of the Troy Election Commission was held March 29, 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 January 23, 2012

Resolution #EC-2012-03-003

Moved by Dewan

Seconded by Anderson

RESOLVED, That the Election Commission hereby **APPROVES** the Minutes of January 23, 2012 as presented.

Yes: Anderson, Dewan, Bittner

No: None

MOTION CARRIED

Approval of Election Inspector Assignments – May 8, 2012 Election

Resolution # EC-2012-03-004

Motion by Anderson

Seconded by Dewan

RESOLVED, That Election Inspectors be **APPOINTED** for the May 8, 2012 Election, as presented by the City Clerk.

Yes: Dewan, Anderson, Bittner

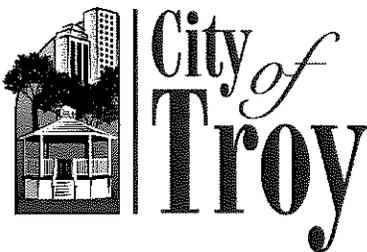
No: None

MOTION CARRIED

Adjournment:

The meeting was adjourned at 8:04 AM.

M. Aileen Bittner, CMC
City Clerk



CITY COUNCIL REPORT

April 3, 2012

TO: John Szerlag, City Manager

FROM: Tom Darling, Acting Director Finance & Administrative Services 
Stephen Cooperrider, Risk Manager 

SUBJECT: Agenda Item – City Employees' Short-term Disability (STD), Long-term Disability (LTD), Life, and Accidental Death and Dismemberment (AD&D) Insurance Coverage

The City of Troy has consistently acted to provide insurance benefits at a reasonable cost. City administration has always selected the insurers for this coverage based on cost and coverage required by collective bargaining agreements.

While reviewing disability and life insurance, Risk Management directed our insurance agent, Willis HRH, Inc. to assist us in obtaining quotes from other insurance carriers. Our Willis HRH agent, requested quotes from twelve nationally recognized insurance companies. They included: Aetna, Guardian, Reliance Standard, Unum, Sun Life, The Hartford, Lincoln Financial, MetLife, CIGNA, The Standard, Prudential, and Mutual of Omaha. We received nine quotes that included all coverage (one of the carriers provided an alternate quote). Four declined to quote. The four that declined to quote indicated their underwriting platform could not accommodate the risk profile or they would not be competitive.

Our Willis HRH agent presented the quotes and coverage to the Employee Insurance Benefits Committee for review and questions. Through the interest based bargaining format in 2002, the City proposed to all five union groups to create an employee insurance benefits committee. All six union groups agreed to the creation of this committee. The committee consists of a representative from each union, a classified group employee, and City management. The mission of the committee is to develop a common insurance benefits platform for all full-time employees. The committee investigates and evaluates ways to reduce costs, recommends appropriate coverage for employees, evaluates insurance carriers, and provides an open forum to exchange insurance benefit information.

Our agent and the Committee are recommending Unum Life Insurance Company of America (3/3/3 year rate guarantee) to City Management. The savings in premium in the first year of the contract is estimated at \$104,642 (a 44.8% savings) compared to the estimated premium to be paid if we

remain with our current insurance carrier the Hartford Life Insurance Company. As in the past, our agent indicated that it would be more efficient to have only one carrier for the STD and LTD coverage, this would reduce insurer administrative errors, and cause fewer problems for doctors having to provide medical documentation to more than one insurer for the same claim. Quotes from the various insurers are provided below and include the Life and AD&D, STD, and LTD, coverage combined.

<u>Insurer</u>	<u>Estimated Annual Premium</u>
Unum (3/3/3)	\$128,891
Sun Life (3/2/3)	\$143,909
Mutual of Omaha (3/3/3)	\$151,389
Aetna (3/3/3)	\$152,620
Prudential (3/2/3)	\$152,793
CIGNA (3/3/3)	\$157,615
Reliance (3/2/3) Option 2	\$195,733
Reliance (2/2/2) Option 1	\$209,232
The Hartford (2/1/2)	\$233,533 (current carrier)

The City requested a three-year rate guarantee on all coverage (Life/STD/LTD). Only Unum, Aetna, CIGNA, and Mutual of Omaha provided such a quote. The Unum quote was the lowest for the coverage combined with the three year rate guarantee. In addition, the benefit level for the Unum program is what the City requested.

Unum is currently the insurer for 106 governmental entities in Michigan. The list includes, among others:

County of Livingston	County of St. Clair
City of Ann Arbor	City of Saginaw
Bloomfield Township	City of Auburn Hills
City of Birmingham	

The Risk Management Department has contacted all the governmental entities listed above for references on the Unum program. All are pleased with the service they have experienced through Unum. Unum also maintains offices in Southfield, Michigan.

As with other insurance coverage we explored the possibility of a self-insurance program. The advantage to self-insuring is there is no premium. The disadvantages to the City would include cost for claims and an administrative fee per covered employee. There could also be some fluctuation in claims from one month to the next that could create cash flow problems.

After conducting the review of the recent years' annual premium paid versus the annual claims paid we determined there is no benefit to the City or the employees to go to a self-insured program at this time. We will revisit self-insuring this coverage should it become more cost effective.

SC/



U.S. Department of Homeland Security
UNITED STATES SECRET SERVICE

Detroit Field Office
 477 Michigan Avenue, Suite 1000
 Detroit, Michigan 48226

March 12, 2012

Chief Gary G. Mayer
 Troy Police Department
 500 West Big Beaver
 Troy, MI 48084

Dear Chief Mayer:

Please let me extend my gratitude to the officers of the Troy Police Department for their assistance during Presidential Candidate Mitt Romney's recent visits to Troy, Michigan. They did an excellent job. As you know, without the assistance of local law enforcement, the Secret Service's task of protecting Candidate Romney would have been much more difficult.

Additionally, I would like to thank in particular Lieutenant Tom Gordon and Sergeant Russ Harden, they were invaluable assets during the visits.

The Secret Service appreciates your expertise and service in helping make this visit a success. Your participation and continued support are always greatly appreciated.

We look forward to working with you and other members of your agency in the future.

Sincerely,


 Jeffrey Frost
 Special Agent in Charge

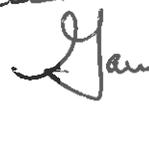
MARRIOTT

Lieutenant Gordon
 Officer Fitzpatrick
 Officer Julian
 Officer Raczka
 Officer Stopczynski
 Officer Zagacki

SAN MARINO

Sergeant Harden
 Officer Dungjen
 Officer Galich
 Officer Morse
 Officer Satterfield
 Officer Sinutko

THANK YOU ALL FOR REPRESENTING
 TROY PD SO WELL.





TO: Members of the Troy City Council
FROM: Lori Grigg Bluhm, City Attorney *LG*
 Allan T. Motzny, Assistant City Attorney *ATM*
 Susan M. Lancaster, Assistant City Attorney *AmL*
 Julie Quinlan Dufrane, Assistant City Attorney *JQD*
DATE: April 9, 2012
SUBJECT: 2012 First Quarter Litigation Report

The following is the quarterly report of pending litigation and other matters of interest. **Developments during the FIRST quarter of 2012 are in bold.**

A. ANATOMY OF THE CASE

Once a lawsuit has been filed against the City or City employees, the City Attorney's office prepares a memo regarding the allegations in the complaint. At that time, our office requests authority from Council to represent the City and/or the employees. Our office then engages in the discovery process, which generally lasts for several months, and involves interrogatories, requests for documents, and depositions. After discovery, almost all cases are required to go through case evaluation (also called mediation). In this process, three attorneys evaluate the potential damages, and render an award. This award can be accepted by both parties, and will conclude the case. However, if either party rejects a case evaluation award, there are potential sanctions if the trial result is not as favorable as the mediation award. In many cases, a motion for summary disposition will be filed at the conclusion of discovery. In all motions for summary disposition, the Plaintiff's version of the facts are accepted as true, and if the Plaintiff still has failed to set forth a viable claim against the City, then dismissal will be granted. It generally takes at least a year before a case will be presented to a jury. It also takes approximately two years before a case will be finalized in the Michigan Court of Appeals and/or the Michigan Supreme Court.

B. ZONING CASES

These are cases where the property owner has sued for a use other than that for which the land is currently zoned and/or the City is suing a property owner to require compliance with the existing zoning provisions.

1. *Grand Sakwa v. City of Troy*- Grand Sakwa filed this case, seeking relief from the Court, which had jurisdiction of the matter based on a Consent Judgment that allowed for the highly intense commercial and residential development on approximately 77 acres of property known as Midtown. The Consent Judgment provided that a small parcel to the rear of the shopping center was donated to the City for transportation center purposes. The Consent Judgment required the transportation center to be "funded" on or before June 2, 2010. If this condition was

not satisfied, then the property would revert to Grand Sakwa. Shortly after the June 2, 2010 date, Grand Sakwa filed this action, seeking a Court ordered reversion of the property. Grand Sakwa argued that the transit center was not funded by June 2, 2010, as required by the Consent Judgment. The City countered by relying on the City's budgetary allocations since 2006, and also the federal funding, where 8.4 million dollars was awarded under the American Recovery Reinvestment Recovery Act of 2009- High Speed Intercity Passenger Rail Program (HSIPR) and 1.3 million dollars was appropriated in the December 16, 2009 Transportation, Housing and Urban Development Appropriations Act, Bus and Bus Facility Program. The City also argued that the language of the consent judgment did not require "full funding" or "irrevocable funding" or preclude the use of a reimbursable grant in satisfaction of the terms of the judgment. On May 25, 2011, the Oakland County Circuit Court entered an order in favor of the City, and denied Grand Sakwa's request for a reversion of property. On June 15, 2011, Grand Sakwa filed a Motion for Reconsideration. The Court ordered the City to file a response to the Motion for Reconsideration. On September 22, 2011, the Court denied the Plaintiff's Motion for Reconsideration. On September 29, 2011, Plaintiff filed an appeal with the Michigan Court of Appeals. On October 11, 2011, the Michigan Court of Appeals dismissed the claim of appeal, since there is no appeal of right from a post-judgment order. Grand Sakwa filed a Motion for Reconsideration on October 28, 2011, which was denied by the Court of Appeals on December 8, 2011. Prior to receiving this decision, Grand Sakwa also filed a Delayed Application for Leave to Appeal on November 22, 2011. The parties are now waiting for a decision from the Michigan Court of Appeals. **The case is still pending before the Michigan Court of Appeals.**

2. *Lamar Advertising v. City of Troy*. Plaintiff Lamar Advertising unsuccessfully requested variances from the Troy Building Code Board of Appeals, in order to allow the erection of two separate billboards along I-75. Plaintiff has filed an appeal of the Building Code Board of Appeals decision and a simultaneous lawsuit, arguing that Troy's ordinances are unconstitutional. The City has timely supplied the record to the Court for the appeal. The Court has scheduled the date for oral argument on the appeal for February 1, 2011. Discovery has commenced on the remaining claims. Plaintiffs filed a motion for summary disposition, asking the Court to preclude the City from relying on its affirmative defenses. The City filed a response, asking the Court for a dismissal of the Plaintiff's lawsuit. Instead of ruling on these particular motions, the Court dismissed the lawsuit on November 10, 2011, on the basis that it was improper to file the lawsuit in connection with the appeal. The dismissal is without prejudice, which means Plaintiff could re-file its other claims but it would have to do so as in a separate civil action. Plaintiffs subsequently re-filed their lawsuit in federal court (see below). **On February 2, 2012, the Court entered an Order remanding the variance requests to the Building Code Board of Appeals and ordered the Board to make specific findings in support of its decisions on the variance requests. The hearing on remand is presently scheduled for the May 2, 2012 Building Code Board of Appeals meeting.**

3. Lamar Advertising v City of Troy (Federal Court). After the Oakland County Circuit Court dismissed Lamar Advertising's lawsuit that was combined with an appeal, based on procedural errors, Plaintiff filed a new lawsuit in the U.S. District Court, challenging Troy's sign ordinance. In the lawsuit, Plaintiff claims the City's sign ordinance prohibits off-premises billboard advertising, is unconstitutional and also violates the Home Rule Cities Act. The City has filed a Motion to Dismiss the Case as its first responsive pleading. Judge Sean Cox is expected to set a hearing date for this motion. **The hearing on the City's Motion to Dismiss is scheduled for April 19, 2012.**

C. EMINENT DOMAIN CASES

These are cases in which the City wishes to acquire property for a public improvement and the property owner wishes to contest either the necessity or the compensation offered. In cases where only the compensation is challenged, the City obtains possession of the property almost immediately, which allows for major projects to be completed.

There are no pending condemnation cases for this quarter.

D. CIVIL RIGHTS CASES

These are cases that are generally filed in the federal courts, under 42 U.S.C. Section 1983. In these cases, the Plaintiffs argue that the City and/or police officers of the City of Troy somehow violated their civil rights.

1. M. Amelia (Neal) Jermano v City of Troy Police Department - Plaintiff M. Amelia (Neal) Jermano filed a lawsuit against the City of Troy Police Department and individual officers, as well as Troy Civil Service Commission Member David Cannon (improperly identified in the lawsuit as the Troy Police Commissioner) and several other individuals and entities from other jurisdictions. The Plaintiff is not represented by an attorney. The lawsuit alleges 25 separate counts based on various legal theories. Her claims against Troy all relate to a valid arrest made on February 20, 2009 after a traffic stop on Coolidge Road near Big Beaver Road. Plaintiff was arrested after the officers received verification of a felony warrant out of Oak Park for Plaintiff's arrest on the charge of aggravated stalking. Essentially, Plaintiff's claims against Troy are based on an allegation the arrest was improper and that she was threatened and harassed by Troy Police officers. The case was filed in the United States District Court for the Eastern District of Michigan and assigned to Judge Avern Cohn. The City has filed a motion to dismiss and/or summary judgment as its first responsive pleading. The Court ordered the Plaintiff to file a response to the motion by July 5, 2011. Plaintiff failed to timely file her response. The parties are waiting for further direction from the Court. The parties are still waiting for the Court to rule on the motion to dismiss and/or summary judgment. **The Magistrate Judge**

assigned to the case has issued a Report and Recommendation that the City's Motion to Dismiss and/or Summary Judgment be granted. The Plaintiff filed objections to this Report and Recommendation, and the City responded. The parties are now awaiting action by Judge Avern Cohn.

2. Alan A. May, as Personal Representative of the Estate of Jesus Gillard v. Bloomfield Township, Troy, et. al – Plaintiff, Alan A. May, is the personal representative of the estate for the deceased Jesus Gillard. Gillard was involved in a police pursuit that was initiated in Bloomfield Township by its police officers. The pursuit ended in the City of Troy at the intersection of Big Beaver Road and Adams Road when Gillard's van collided with an SUV driven by a civilian. After the collision, Gillard continued to attempt to flee and elude police officers from both Bloomfield Township and Troy. He actively resisted the officers' attempts to subdue him and place him under arrest. At some time after Gillard was handcuffed, he stopped breathing. The defendants in the lawsuit are the City of Troy and individual officers from the police department as well as Bloomfield Township and individual officers from its police department. This wrongful death lawsuit alleges constitutional violations against the defendants, including failure to train and deliberate indifference to a serious medical need. The case was filed in the United States District Court for the Eastern District of Michigan and assigned to the Honorable Judge Robert Cleland. **The parties are obtaining discovery in this matter.**

E. PERSONAL INJURY AND DAMAGE CASES

These are cases in which the Plaintiff claims that the City or City employees were negligent in some manner that caused injuries and/or property damage. The City enjoys governmental immunity from ordinary negligence, unless the case falls within one of four exceptions to governmental immunity: a) defective highway exception, which includes sidewalks and road way claims; b) public building exception, which imposes liability only when injuries are caused by a defect in a public building; c) motor vehicle exception, which imposes liability when an employee is negligent when operating their vehicle; d) proprietary exception, where liability is imposed when an activity is conducted primarily to create a profit, and the activity somehow causes injury or damage to another; e) trespass nuisance exception, which imposes liability for the flooding cases.

1. Robert and Michelle Riddle v. City of Troy. Plaintiff Robert Riddle alleges that he fell off his bicycle when the tires got caught in a gap in the sidewalk in front of Firefighter's Park. He alleges injuries to his left shoulder, left hand and his elbow and wrists. His wife, Michelle Riddle, claims damages for loss of Robert Riddle's services, companionship and consortium. The City has filed an Answer and Affirmative Defenses, and have commenced discovery. The case is in the discovery phase. Discovery continues. **The case was evaluated on February 23, 2012, and is scheduled for jury trial on April 26, 2012.**

2. Margaret and Robert Black v. City of Troy. Plaintiff Margaret Black alleges that she tripped and fell on a raised portion of sidewalk at 4637 Fairmont injuring her left shoulder, right hip and lumbar spine. Robert Black is claiming damages for loss of Margaret Black's services, companionship and consortium. This lawsuit is filed under the defective highway exception to governmental immunity. The parties are requesting discovery. Discovery continues. **Case Evaluation is scheduled for April 10, 2012. Jury trial is scheduled for June 25, 2012.**

F. MISCELLANEOUS CASES

1. Frank Lawrence v City of Troy – Mr. Lawrence is the brother of Thomas Lawrence who was issued two civil infraction traffic citations on October 4, 2008 for “no proof of insurance” and “failure to change address on driver’s license”. Frank Lawrence filed a FOIA request with Troy Police Department asking for a number of items, including but not limited to: all video recordings, radio transmissions, records and the officer’s disciplinary file (if any), and the police policy on issuing “quota’ tickets. Under Michigan Court Rule 2.303 (A)(3) discovery is not permitted in civil infraction actions. Additionally, FOIA does not require the release of information which would constitute an unwarranted invasion of personal privacy or law enforcement information such a, but not limited to, disciplinary files of police officers, personal telephone numbers, and operational manuals. Mr. Lawrence’s FOIA was denied for these reasons. Instead of filing an appeal of the FOIA denial to the City Manager, Mr. Lawrence appealed the denial to the Oakland County Circuit Court. Mr. Lawrence filed a Motion for Summary Disposition and the City responded. Without requiring oral arguments, Judge Steven Andrews denied Mr. Lawrence’s Motion for Summary Disposition in an Opinion and Order dated December 1, 2008. Judge Andrews also granted Summary Disposition in the City’s favor. Mr. Lawrence filed a Claim of Appeal with the Michigan Court of Appeals on December 22, 2008. The Court of Appeals in an unpublished opinion partially reversed the trial court, and remanded the matter for further proceedings including a determination by the trial court of whether or not specific documents are exempt from disclosure. The parties are waiting for the Court to schedule a court date. The Court held an evidentiary hearing on June 17, 2010, and has indicated that a written opinion will be issued. The Court granted in part, denied in part Plaintiff’s request for information. Plaintiff also filed a Motion for Reconsideration, which the Court denied. The Court entered a final order, which was appealed by Plaintiff to the Michigan Court of Appeals. The parties have filed appellate briefs, and are now waiting for an oral argument date. Oral argument was held on August 3, 2011. **On February 14, 2012, the Court of Appeals affirmed in part and reversed in part the decision of the Oakland County Circuit Court, and remanded the case. Plaintiff has now filed an application for leave to appeal with the Michigan Supreme Court.**
2. Sean Steven Seyler v. City of Troy and Troy Police Department. Mr. Seyler filed this Freedom of Information Act case against the City, seeking the police report and his lab test results, which were also simultaneously requested as criminal discovery

within 48 hours of Mr. Seyler's drunk driving arrest. The City has filed a Motion for Summary Disposition, arguing that the documents requested were either already provided as criminal discovery or are otherwise exempt from disclosure. The Court will issue a scheduling order setting the date for oral argument. The Court entertained oral arguments on March 24, 2010, and granted our motion for dismissal. The Plaintiff filed an application for leave to appeal with the Michigan Court of Appeals on April 14, 2010. The parties are waiting for the Michigan Court of Appeals to schedule the date for oral argument. The Court heard oral argument on June 14, 2011, and is expected to issue a written decision. The parties are still waiting for the Court's decision. The Court issued its decision on November 8, 2011, remanding the case to the Oakland County Circuit Court. **The Oakland County Circuit Court held a pretrial on January 27, 2012, and scheduled another pre-trial conference for April 13, 2012.**

3. *Michigan Association of Home Builders; Associated Builders and Contractors of Michigan; and Michigan Plumbing and Mechanical Contractors Association v. City of Troy* – The Plaintiffs filed a complaint for Declaratory and Injunctive Relief in the Oakland County Circuit. On the date of filing the Plaintiffs also filed a Motion for Preliminary Injunction and Order to Show Cause. The Plaintiffs allege that the City of Troy has violated Section 22 of Michigan's Stille-DeRossett Hale Single State Construction Code Act by collecting fees for building department services that are not reasonably related to the cost of providing building department services. They are alleging that the City of Troy has illegally entered into a contract with Safe Built of Michigan, Inc. for building services that provides that 20% of each building permit fee be returned to the City to cover services that are not "reasonably related to the cost of building department services," as required by state statute. The Plaintiffs also assert a violation of the Headlee Amendment, arguing that the 20% returned to the City is a disguised tax that was not approved by voters. The Plaintiffs are asking for a declaratory judgment, as well as a return of any "surplus" building department service funds collected to date. Plaintiffs also request an order requiring the City to reduce its building department fees. The City of Troy was served with the Complaint and the Motion for Preliminary Injunction and Order for Show Cause on Wednesday, December 15, 2010. The parties were required to appear at Court on Wednesday, December 22, 2010, but the Court did not take any action at that time. Instead, the Court adjourned the matter to January 19, 2011. In the interim, the parties may engage in preliminary discovery in an attempt to resolve this matter. The parties are conducting discovery. The parties have completed discovery. Trial in this matter is scheduled for January 30, 2012. After being presented with motions for summary disposition, the Court ordered the parties to engage in mediation with a neutral municipal audit professional. **Financial documents concerning this case are now being reviewed by an independent CPA. It is expected that the April 19, 2012 trial date will be postponed until after this review is complete.**
4. *T.R. Pieperzak v. City of Troy*. This case has been filed by the successful bidder for the Section 9 water main replacement contract, seeking approximately

\$900,000 over the contract bid for alleged additional work, unanticipated conditions and delays that Plaintiff attributes to the City of Troy. Plaintiff filed a Motion for Partial Summary Disposition, which the City responded to. Argument on this Motion is scheduled for July 6, 2011. The Court denied Plaintiff's Motion for Partial Summary Disposition. The case is now in discovery. Case evaluation for the case took place on November 17, 2011. **The City and the Plaintiff each filed Motions for Summary Disposition at the close of discovery. The Court agreed with the amount the City claimed was due on the contract and entered an Order on March 9, 2012 that dismissed Plaintiff's claims seeking damages in excess of that amount. The Order is a final order and closes the case. T.R. Pieprzak filed a Motion for Reconsideration on March 29, 2012.**

5. CitiMortgage, Inc. v. RBS Citizens and City of Troy et. al. In this lawsuit, the Plaintiff, CitiMortgage, is seeking clarity as to the property rights of the City, the Mortgage companies, and individuals in the property at 650 Quill Creek Drive, in the City of Troy. Plaintiff filed a Motion for Partial Summary Disposition and a Motion for Preliminary Injunction, which were denied by the Court on June 29, 2011. The parties are now seeking discovery. Witness and exhibit lists were filed in this case. A dispositive motion will be filed prior to the cutoff date in February. **The City has been dismissed from this case.**

G. CRIMINAL APPEALS

These are cases involving an appeal from a decision of the 52-4 District Court in an ordinance prosecution case.

1. People v. Michael Maluzhinsky. The Defendant is charged with operation of a motor vehicle while intoxicated. The Defendant filed a motion in the District Court to suppress evidence and dismiss the case. The Defendant claimed that there was no valid reason for the traffic stop and the field sobriety tests, including the preliminary breath test, should be excluded as improperly performed. After an evidentiary hearing, the District Court Judge granted the Defendant's motion in part, suppressing the preliminary breath test and some of the field sobriety tests. Although the Judge found that there was probable cause for the stop of the vehicle, the Judge held that there was no evidence to establish reasonable suspicion for an arrest for operating while intoxicated and dismissed the case. The City appealed the decision of the court to the Oakland County Circuit Court. The Court scheduled oral argument for October 5, 2011. The Judge remanded the case, giving the District Court Judge an opportunity to clarify the record. **The parties are now waiting for the District Court Judge's opinion on remand.**
2. People v John Haggarty. The Defendant was arrested for operating while intoxicated after he was found in a parked vehicle with its engine running near the vacuum stations at a car wash. Police investigation revealed the Defendant was intoxicated. The Defendant filed a motion to dismiss, claiming there was

insufficient evidence the Defendant operated the vehicle on a public road or any place open to the general public or generally accessible to motor vehicles. After an evidentiary hearing, District Court Judge Bolle denied the Defendant's motion, allowing the criminal case to proceed to a jury trial. The Defendant appealed that decision to the Oakland County Circuit Court. The assigned judge, Judge Rae Lee Chabot, denied Defendant's requested relief on July 20, 2011. The Defendant has now filed an Application for Leave to Appeal in the Michigan Court of Appeals. The City timely filed its response by the September 27, 2011 deadline. The parties are now waiting for the Michigan Court of Appeals to decide whether to allow the requested appeal.

3. **People v Richard Pedigo.** The Defendant was arrested and charged with possession of marijuana. The Defendant filed a motion to suppress evidence claiming the marijuana that was found on his person was seized as the result of an unlawful search. After an evidentiary hearing, District Court Judge Bolle denied the Defendant's motion. The Defendant has filed an application for leave to appeal in Oakland County Circuit Court, which is assigned to Judge Nanci J. Grant. At the initial hearing of July 20, 2011, the Court adjourned the matter so that the evidentiary hearing transcript could be reviewed. The Court, after reviewing the transcript, remanded the case to allow the Court to provide additional detail as to the basis for its ruling. The District Court entered an Order clarifying the basis for its ruling. The case is now back in Circuit Court and a hearing on the appeal is scheduled for November 23, 2011. The Circuit Court granted Defendant's Application for Leave to Appeal. The parties must now submit appellate briefs, and the Court will schedule the case for oral argument. **Oral argument was held on the case and the Court subsequently issued an opinion ruling in the City's favor and affirming the District Court's decision denying the Defendant's motion to suppress evidence. The case was remanded to the District Court and the Defendant pled guilty.**
4. **People v Gerti Dule.** **In 2002, the Defendant entered a plea of guilty to possession of marijuana. Defendant is not a citizen of the United States, and as a consequence of this criminal activity, and several subsequent charges filed against him in other jurisdictions, he became the subject of deportation proceedings in Immigration Court. In November of 2011, Defendant filed a motion to withdraw his guilty plea to the 2002 possession of marijuana charge. He claimed that his defense counsel did not tell him about possible immigration consequences related to pleading guilty, and said failure constituted a violation of his Constitutional Rights and served as a basis to allow him to withdraw a plea from nine years ago. The District Court denied Defendant's motion, and Defendant appealed to the Oakland County Circuit Court. Oral Argument was held in this matter, and the Court issued a ruling affirming the lower court's decision. As of this writing, Defendant has not filed any further appeals.**

5. ***People v Vijay Kumar***. Defendant was arrested for Domestic Assault and Battery. Pursuant to a state statute, Defendant's fingerprints were taken at the time of his arrest. The case was resolved when Defendant entered a no contest plea to a reduced charge of Disorderly Person. After completing the terms of his probation, the charge of Disorderly Person was dismissed, and Defendant filed a motion asking for the return of his fingerprints. The District Court denied Defendant's motion, and he appealed to the Oakland County Circuit Court. The parties briefed the issues presented, and oral argument is scheduled for Wednesday, May 2, 2012.

ADMINISTRATIVE PROCEEDINGS

1. ***In the matter of the Petitions on National Pollution Discharge Elimination Systems (NPDES Phase II General Permits)***. The City has joined several other municipalities in challenging several of the mandates in the NPDES Phase II General Permit, which was recently issued by the MDEQ. The new NPDES permit requires some storm water management techniques that exceed the federal mandates, and/or are not justified, based on the high cost of the mandate, in relation to the nominal environmental benefits. A status conference for the parties is set for October 1, 2008. The municipalities are currently exploring the coordination of efforts with other parties. Community representatives are meeting with representatives from the MDEQ to discuss possible resolutions of this matter without the necessity of a full blown administrative hearing. The parties are continuing to negotiate with the MDEQ. The City of Riverview filed a class action complaint in the Ingham County Circuit Court, challenging the permit requirements as unfunded mandates. The petitioners to the NPDES permit administrative proceeding are named as participants in the proposed class action lawsuit. As a result, the class action determination may have an impact on the administrative proceeding. The motion for class certification is scheduled for October 15, 2009. Class certification was granted. Hearings regarding the procedure for the new class action are set for January 2010. The Court granted class action status, and the administrative proceedings are now being delayed. Status reports have been filed and reviewed, and we continue to monitor any new developments. On October 14, 2010, the Michigan Court of Appeals reversed the order granting a stay of the contested cases. On November 19, 2010, the Ingham County Circuit Court (the class action lawsuit) entered an order granting in part the dismissal of some of the claims. The remaining claims, including a Headlee claim, will be decided by the Court. Subsequently, the Assistant Attorney General, on behalf of the Michigan Department of Natural Resources and Environment (MDNRE) attempted to withdraw all of the remaining NPDES permits, which would mean that the whole process would need to be started from scratch. Since this action would likely result in a significant delay and a duplication of all efforts to date, several municipalities filed objections to this unilateral action. The MDNRE was given until December 22, 2010 to file a formal motion seeking a dismissal of the remaining NPDES permits. On August 9, 2011, the Administrative Law Judge

held the case in abeyance, due to pending case at the Michigan Court of Appeals. The parties will continue to provide status reports in the interim.

If you have any questions concerning these cases, please let us know.



CITY COUNCIL AGENDA ITEM

Date: April 11, 2012

To: Troy City Council Members

From: Lori Grigg Bluhm, City Attorney *LB*
Allan T. Motzny, Assistant City Attorney *ATM*

Subject: M. Amelia (Neal) Jermano v City of Troy et. al.

Plaintiff M. Amelia (Neal) Jermano filed a lawsuit against the City of Troy Police Department, individual police officers, and a member of the Troy Civil Service Commission, who was improperly identified in the lawsuit as the Troy Police Commissioner. Several other individuals and entities were also sued by the Plaintiff. The case was filed in the United States District Court for the Eastern District of Michigan and assigned to Judge Avern Cohn.

Plaintiff's claims against the Troy Defendants all related to a valid arrest made on February 20, 2009 in the City of Troy. Plaintiff was arrested after the officers received verification that she had a felony warrant for her arrest from Oak Park. Essentially, Plaintiff's claims against Troy are based on an allegation the arrest was improper and that she was threatened and harassed by Troy Police officers.

In order to protect the interests of the Troy Defendants, our office promptly filed a Motion to Dismiss and for Summary Judgment shortly after the lawsuit was filed. After reviewing the briefs filed by the City and the Response to the Motion filed by the Plaintiff, Magistrate Judge R. Steven Whalen issued a Report and Recommendation to Judge Cohn that the City's Motion be granted. As allowed by Federal Court Rule, Plaintiff filed Objections to the Magistrate Judge's Report and Recommendation, and the City filed a Response to those Objections. Judge Cohn reviewed the Objections and City's Response and issued a Memorandum and Order adopting the Report and Recommendation of the Magistrate Judge and he granted the City's Motion. Pursuant to that Order, a copy of which is attached, the lawsuit against all the Troy Defendants has been dismissed.

Let us know if you should have any questions regarding this matter.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

M. AMELIA (NEAL) JERMANO,

Plaintiff,

vs.

Case No. 11-10739

OFFICER TROY TAYLOR, et al,

HON. AVERN COHN

Defendants.

MEMORANDUM AND ORDER
ADOPTING REPORT AND RECOMMENDATION (Doc. 66)

AND

GRANTING DEFENDANTS CITY OF TROY POLICE DEPARTMENT, OFFICER
SCOTT La MITZA, OFFICER EDWIN JULIAN, OFFICER TIMOTHY GARCHER and
DAVID CANNON'S MOTION TO DISMISS OR FOR SUMMARY JUDGMENT (Doc.
24)

AND

ADOPTING REPORT AND RECOMMENDATION (Doc. 67)

AND

GRANTING DEFENDANT MICHAEL McCARTHY's MOTION TO DISMISS (Doc. 30)
AND GRANTING DEFENDANTS MICHAEL KROHNER AND DEAN ELDON'S
MOTION TO DISMISS (Doc. 33)

I. Introduction

This is a civil rights case. Plaintiff filed a pro se civil complaint on February 23, 2011, naming 48 defendants in 25 counts, including members of the Oak Park and Troy, Michigan police departments. The second amended complaint, filed April 29, 2011, pertains to the alleged actions by various police officers and agencies, and a state criminal action against her for violating a PPO and aggravated stalking. She makes claims for violations of her constitutional rights under 42 U.S.C. §§ 1983, 1985 and 1986, violations of various federal criminal statutes and a number of state law

claims.

The matter has been referred to a magistrate judge for pretrial proceedings. The various defendants have filed dispositive motions. Three motions are presently before the Court, which are the subject of two reports and recommendations by the magistrate judge. As will be explained, the first report and recommendation pertains to a motion to dismiss or for summary judgment by defendants from the City of Troy. The second report and recommendation pertains to motions filed by plaintiff's court appointed attorneys.

Defendants City of Troy Police Department, Troy Police Officers Scott La Mitza, Edwin Julian, and Timothy Garcher and City of Troy Civil Service Commission member David Cannon filed a motion to dismiss or for summary judgment. (Doc. 24). The magistrate judge issued a report and recommendation (MJRR) that the motion be granted. (Doc. 67) Plaintiff has objected (Doc. 73). Defendants filed a response to the objections. (Doc. 76).

Plaintiff's court-appointed attorney, Michael McCarthy filed a motion to dismiss (Doc. 30). Plaintiff's other court-appointed attorneys, Martin Krohner and Dean Eldon, (Doc. 33) also filed a motion to dismiss. The magistrate judge issued a MJRR recommending that both motions be granted. (Doc. 67). Plaintiff has objected. (Doc. 75).

II. Background

Both MJRRs set forth the background leading up to the filing of the complaint, some of which is repeated below. Plaintiff's claims stem from January 21, 2009, when defendant Anna Magner, plaintiff's former psychological counselor, petitioned for a PPO

on the basis that plaintiff had been calling her 15 times a day at work, and 50 to 60 times on her cell phone, threatening bodily harm and destruction of Magner's career. Between April, 2008 and January, 2009, Magner contacted the police 13 times regarding alleged violations of the PPO.

On February 20, 2009 while driving through Troy, Michigan, plaintiff was arrested following a traffic stop, based on an outstanding warrant for violating the PPO. Following the February 20, 2009 arrest, plaintiff was detained at the Oakland County Jail for 228 days before the aggravated stalking charges were dismissed.

III. Review of MJRR

A district court must conduct a de novo review of the parts of a magistrate judge's report and recommendation to which a party objects. 28 U.S.C. § 636(b)(1). The district "court may accept, reject, or modify, in whole or in part, the findings or recommendations made by the magistrate" judge. Id. The requirement of de novo review "is a statutory recognition that Article III of the United States Constitution mandates that the judicial power of the United States be vested in judges with life tenure." United States v. Shami, 754 F.2d 670, 672 (6th Cir. 1985).

A general objection, or one that merely restates the arguments previously presented, is not sufficient to alert the court to alleged errors on the part of the magistrate judge. An "objection" that does nothing more than state a disagreement with a magistrate judge's suggested resolution, or simply summarizes what has been presented before, is not an objection as that term is used in this context. Howard v. Sec'y of Health and Human Servs., 932 F.2d 505, 508 (6th Cir. 1991) ("It is arguable in this case that Howard's counsel did not file objections at all.... [I]t is hard to see how a

district court reading [the 'objections'] would know what Howard thought the magistrate had done wrong.”).

IV. Motion to Dismiss or for Summary Judgment by City of Troy Police Department and Troy police officers La Mitza, Julian, and Garcher and Troy Civil Service Commission Member Cannon

A. Background

Plaintiff's claims against the Troy Police Department and Troy police officers and member of the civil service commission (The Troy defendants) are described as follows: Plaintiff alleges that on February 20, 2009 while driving through the City of Troy, defendant Troy police officers conducted a “pretext” traffic stop on the purported basis that she had an “object” hanging from the rearview mirror of her car. Upon being stopped, plaintiff provided her driver's license, proof of insurance, and car registration to LaMilza. During the course of the stop a second and third patrol car arrived at the scene. After several minutes, LaMilza returned to plaintiff's car, informing her that she was under arrest for an outstanding warrant for violating an ex-parte PPO. Officers then searched and impounded plaintiff's car.

Plaintiff says she was placed in a patrol car and taken for a 15-minute “joy ride” before arriving at the Troy Police station although the station was only a three-minute drive from the scene of the arrest. Upon arriving at the police station, plaintiff's requests to see the outstanding warrants “were met with homophobic mockery only.” She states that she was threatened with electrical shock treatment and told that she would be “stripped naked, handcuffed[] and sit on a chair with a dunce cap on” if she refused to cooperate. Plaintiff states that the arrest report shows “homophobic

prejudice” by describing her a “clean shaven.” She requests monetary damages against the Troy defendants.

The Troy defendants filed a motion to dismiss or for summary judgment.

B. The MJRR and Plaintiff's Objections

The magistrate judge recommends that the motion be granted on the grounds that (1) none of the criminal statutes plaintiff relies upon for her claims contain private cause of action, (2) plaintiff as a private citizen has no authority to bring a criminal prosecution, (3) plaintiff has not alleged a conspiracy, (4) plaintiff has not alleged any involvement of Cannon, (5) plaintiff has failed to state a plausible federal or state claim against any of the Troy police officers, (6) the Troy Police Department is not a proper party and even construing the allegations against the City of Troy, plaintiff has failed to state a plausible claim for relief, and (7) claims against the Troy defendants in their official capacity are subject to dismissal under the Eleventh Amendment.

Plaintiff's objections fail to convince the Court that the magistrate judge erred. Plaintiff essentially repeats the arguments considered and rejected by the magistrate judge. Defendants, in their response to plaintiff's objections, further explain why her objections do not carry the day. As carefully detailed in the MJRR, plaintiff has not stated a viable claim under state or federal law against any of the Troy defendants.

V. Motions to Dismiss by McCarthy, Krohner, and Eldon

A. Background

These motions to dismiss were brought by plaintiff's three court-appointed attorneys, McCarthy, Krohner, and Eldon.

As to Krohner, he was appointed as counsel for plaintiff on February 27, 2009. On March 3, 2009, Krohner unsuccessfully petitioned for a reduction of bond, which had been set at \$500,000 on the charge of aggravated stalking.

On March 19, 2009, Krohner represented plaintiff at her preliminary examination and again unsuccessfully petitioned for a bond reduction. Krohner later unsuccessfully requested bond reductions. He also filed motions for the appointment of an investigator, a preexamination transcript, two motions to quash, and a motion for dismissal/evidentiary hearing.

In the motion to dismiss, Krohner argued that the January, 2009 PPO was not properly served. Krohner withdrew as plaintiff's counsel on June 10, 2009.

McCarthy was appointed as plaintiff's counsel on June 11, 2009. In response to Krohner's motion to dismiss, the prosecutor offered to allow plaintiff to plead to a misdemeanor stalking charge with a sentence of time served.

On July 4, 2009, McCarthy met with plaintiff, advising her to take the plea offer, noting that the prosecutor had stated her intention to re-charge her with aggravated stalking on the basis that she had made "credible" threats against Magner. Plaintiff alleges that during the meeting, plaintiff discharged McCarthy, telling him that she wanted to represent herself.

However, in a hearing on July 6, 2009, McCarthy appeared on behalf of plaintiff. He noted that the prosecutor intended to recharge plaintiff. He also advised the state district court that based on his recent discussions with plaintiff, he was not sure whether she was competent to stand trial. The state district court, noting the receipt of plaintiff's numerous letters to himself and the chief judge, ordered a forensic exam on July 9,

2009. Plaintiff was later found competent.

On October 6, 2009, McCarthy successfully requested that plaintiff's bond be reduced to \$5,000 upon remand to district court. He later appeared in court on her behalf and filed a motion to recuse the state district court judge. On January 8, 2010, plaintiff filed a motion to terminate McCarthy, which was granted on February 3, 2010.

Eldon represented plaintiff in a separate case in Oakland County Circuit Court Family Division for violating the PPO. He represented plaintiff at her March 6, 2009 arraignment at which bond was set at \$100,000. Scheduled show cause hearings were adjourned as a result of the pending aggravated stalking case. In the meantime, the court dismissed the show cause order on June 10, 2009 after the prosecutor acknowledged that the PPO had been improperly served. Eldon confirmed that the bond was cancelled in the PPO case.

Plaintiff requests monetary damages against all of these defendants.

Defendant McCarthy filed a motion to dismiss. Defendants Krohner and Eldon filed a joint motion to dismiss.

B. The MJRR and Plaintiff's Objections

The magistrate judge recommends that the motions to dismiss be granted. First, the magistrate judge correctly notes that none of these defendants are subject to suit under § 1983 as they are not state actors or acting under color of state law. Second, claims based on violation of criminal statutes are not actionable in a case by a private citizen. Finally, the magistrate judge finds that the record, including plaintiff's own exhibits, fails to show that any of her court-appointed attorneys engaged in malpractice. To the contrary, the record shows all three attorneys gave competent representation,

despite plaintiff's allegations of disappointment.

Nothing in plaintiff's objections demonstrate that the magistrate judge's analysis is incorrect. At best, plaintiff details her dissatisfaction with defendants' representation. None of her allegations rise to the level of legal malpractice, as the magistrate judge fully explained in the MJRR.

VI. Conclusion

For the reasons stated above, the MJRR on the Troy defendants' motion is ADOPTED as the findings and conclusions of the Court, as supplemented above. The Troy defendants' motion to dismiss or for summary judgment is GRANTED.

Additionally, the MJRR regarding the motions to dismiss by plaintiff's court-appointed attorneys is ADOPTED as the findings and conclusions of the Court, as supplemented above. McCarthy's motion to dismiss is GRANTED. Krohner and Eldons' motion to dismiss is GRANTED.

Plaintiff's claims against the following defendants¹ are DISMISSED WITH PREJUDICE:

- The City of Troy Police Department
- Scott La Mitza
- Edwin Julian
- Timothy Garcher
- David Cannon
- Michael McCarthy

¹Other defendants have dispositive motions pending before the magistrate judge. The case continues before those defendants.

- Martin Krohner
- Dean Eldon

SO ORDERED.

S/Avern Cohn
AVERN COHN
UNITED STATES DISTRICT JUDGE

Dated: April 4, 2012

I hereby certify that a copy of the foregoing document was mailed to M. Amelia (Neal) Jermano, P.O. Box 58, Birmingham, MI 48012 and the attorneys of record on this date, April 4, 2012, by electronic and/or ordinary mail.

S/Julie Owens
Case Manager, (313) 234-5160



CITY COUNCIL AGENDA ITEM

Date: April 11, 2012

To: Troy City Council Members

From: Lori Grigg Bluhm, City Attorney *LSB*
Allan T. Motzny, Assistant City Attorney *ATM*

Subject: T.R. Pieprzak Company v City of Troy

Plaintiff T.R. Pieprzak Company filed a lawsuit against the City, seeking to recoup money over and above its bid for the Section 9 Water Main Replacement Project. City Council awarded that contract to Plaintiff on October 6, 2008, which required the replacement of the deteriorating water main and the installation of edge drains in ditches on eight different streets located within the City. The City agreed to some contract modifications as the project progressed, and prior to the filing of this lawsuit, the City also agreed to pay Plaintiff an additional \$86,612.06 for unanticipated but necessary work, plus release the \$50,000 retainer upon the receipt of final lien waivers from the subcontractors. Thus, the City agreed to make a final payment to Plaintiff in the amount of \$136,612.06. However, Plaintiff claimed they were entitled to the \$136,612.06 as a partial payment only and claimed they were entitled to compensation for time and material spent in 717 alleged exploratory excavations to locate underground utilities. Ultimately, Plaintiff was seeking more than \$1,200,000 in damages from the City.

On November 17, 2011, this case was evaluated by three independent attorneys, who entered a case evaluation award of \$415,000. Since the Plaintiff rejected this award, the case was scheduled to proceed to trial. At the close of discovery, the City filed a Motion for Summary Disposition seeking a dismissal of the case. The Plaintiff filed a Motion for Partial Summary Disposition seeking an Order requiring the City to immediately pay \$136,612.06, but allowing the case to proceed to trial on Plaintiff's remaining damage claims. In response to Plaintiff's Motion for Partial Summary Disposition, the City agreed it would pay Plaintiff the \$136,612.06, but only if that payment was deemed a "final" payment, and only if the Plaintiff submitted its contractor's affidavit verifying it paid all claims related to the project.

Judge Rudy J. Nichols of the Oakland County Circuit Court agreed with the City's position and entered an Order Granting Summary Disposition specifically ruling that the City is only required to pay Plaintiff \$136,612.06 as a "final" payment and only after receipt of the required affidavit. A copy of Judge Nichols Opinion and Order is attached. Plaintiff has filed a Motion for Reconsideration, which generally indicates an intention to appeal. We will keep you advised of the status.

Let us know if you should have any questions.

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

T.R. PIEPRZAK COMPANY, INC.,

Plaintiff,

-vs-

Case No.: 11-118046-CK
Hon. Rudy J. Nichols

CITY OF TROY,

Defendant.

ERIC J. FLESSLAND (P35668)
150 W. Jefferson Ave., Ste. 100
Detroit, MI 48226
(313) 225-7000

ALLAN T. MOTZNY (P37580)
500 W. Big Beaver Road
Troy, MI 48084
(248) 524-3320

AMENDED (TO CORRECT CLERICAL MISTAKES)
OPINION AND ORDER
GRANTING DEFENDANT'S MOTION FOR SUMMARY DISPOSITION
&
GRANTING PLAINTIFF'S MOTION FOR PARTIAL SUMMARY
DISPOSITION

This matter is before the Court on cross-motions for summary disposition under MCR 2.116(C)(10). The case arises out of a contract for the Section 9 Water Main Replacement Project in the City of Troy. The project was to do the work necessary to abandon and replace the existing water main and for the installation of edge drains in ditches on eight different streets located within the City of Troy. Plaintiff was the successful bidder with a price of \$2,369,317.10 and a contract, which included the bid, was entered into between the parties. The parties entered into a modification of the contract which, among other items, eliminated the exploratory excavation provision and was replaced with language that all costs associated with verifying the location of all existing underground house services was included in the contract. That modification also provided additional compensation to be paid to Plaintiff in the amount of \$76,728.00.

During the construction, Plaintiff submitted various claims and also payment requests in which the City of Troy Engineering Department would decide to approve,

deny, or approve in part. At the time of completion on the project, Plaintiff sought compensation for several hundred exploratory excavations and other claims. The parties agreed to a final payment in the amount of \$86,612.06 which covered all outstanding claims by Plaintiff except the exploratory excavations. This was reflected in additional contract modifications labeled numbers 6, 7 and 8. The City is requiring a final Affidavit of Plaintiff's representative and waiver of liens in order to issue the final payment. It is undisputed that the City also holds a \$50,000.00 retainage on the contract.

Plaintiff's complaint alleges that shortly after commencement of Plaintiff's work on the project, Plaintiff began to run into a series of obstacles and interferences by the City of Troy, that Plaintiff submitted several change orders to reflect additional amounts incurred by Plaintiff on the project, and that Plaintiff is owed \$862,991.67 for additional compensation. Plaintiff has alleged six claims arising out of this contractual dispute.

Defendant argues that all of Plaintiff's damage claims are barred by the terms of the contract, and its modifications, including Plaintiff's claims for exploratory excavation, gas conflicts, and/or repairs of city water mains. Defendant further argues that any claims, other than those related to exploratory excavation, were resolved by the parties when they agreed to contract modifications 6, 7, and 8. Finally, Defendant contends that Plaintiff is not entitled to be paid the \$86,612.06 pursuant to contract modifications 6, 7, and 8 because Plaintiff has failed to provide a final Affidavit verifying that all claims and liens related to the project were paid as required by the contract.

Defendant also seeks an order in limine precluding use of a February 2, 2010 letter in support of Plaintiff's claim that it is entitled to compensation in the amount of \$862,001.67 arguing it is inadmissible.

Defendant's final argument is that no authority exists that would allow Plaintiff to recover for damages described as "extended home office overhead damages."

Plaintiff's response and arguments are noted for the record and incorporated within this opinion where necessary. Plaintiff also filed a motion for partial summary disposition arguing that there is no genuine issue of any material fact that Plaintiff is owed at least \$136,612.06 from Defendant. That figure includes the \$50,000.00 retainage. Plaintiff also argues that the parties expressly agreed not to negotiate the outstanding claims until a later time and, therefore, no waiver of liens is yet due.

Alternatively, Plaintiff argues it is entitled to payment of the \$86,612.06, and the City can

withhold the \$50,000.00 retainage. Plaintiff relies on the Account Stated principles and cited case law which the Court incorporates herein as necessary.

Defendant’s response and arguments to Plaintiff’s motion is also included in this opinion where necessary. Defendant also seeks summary disposition under MCR 2.116(I)(2) and entry of an order that upon payment of the \$136,612.06 by Defendant to Plaintiff, all of Plaintiff’s claims for additional damages shall be dismissed; that upon making the payment, all obligations by Defendant are deemed satisfied; and, that any claims of third parties such as Consumers Energy Company shall be the obligation of Plaintiff.

A motion under MCR 2.116(C)(10) tests the factual support for a claim and may be granted when except to the amount of damages there is no genuine issue as to any material fact. The Court must review all documentary evidence submitted by the parties. Where the proffered evidence fails to establish a genuine issue regarding any material fact, the moving party is entitled to judgment as a matter of law. *Maiden v Rozwood*, 461 Mich 109; 597 NW2d 817 (1999).

When interpreting a contract, a Court applies the plain and unambiguous language of a contract such that the document reflects the parties’ intent as a matter of law. *Hastings Mutual Insurance Co. v Safety King, Inc.*, 286 Mich App 287; 778 NW2d 275 (2009).

I.
(Exploratory Excavation Claims)
(Newly Installed Water Services Conflicts Claims)
(Repair of City Water Mains)

Defendant argues that these claims are barred by the express terms of the contract. Specifically, under the General Conditions, Section 9J of the contract, the Plaintiff was responsible for protecting utilities and verifying their location before beginning excavation work. Furthermore, the contract modification number 1 expressly eliminated this provision for exploratory excavation. Additionally, under that modification the Plaintiff may only be compensated for such exploratory excavations if it involves locations denoted on the plans, or as directed by the Engineer, and then only if labor rates for personnel anticipated to be involved in the work were **approved by the Engineer prior to conducting the work.**

Plaintiff responds and argues that the contract modification number 1 did not apply to **excavation for new services** and that Defendant's City Engineer, Vandette, testified that excavation for main line utilities could be grounds for extra compensation. (Plaintiff's Exhibit 1, Vandette dep. at pg. 88) Plaintiff argues that the majority of Plaintiff's claim arises from the City of Troy's interference with Plaintiff's performance when the **Water Department installed new water services directly in the path of Plaintiff's subsequent work** and that the City of Troy failed to warn of utility conflicts of which it alone was uniquely aware. As a result, Plaintiff had to locate and move the new water services and the new gas main and services out of Plaintiff's way.

The contract modification number 1 states:

"Contract Item #3, Exploratory Excavation (If Necessary) --- this item is hereby eliminated. All costs associated with verifying the location and elevation of all existing underground house services, including but not limited to gas, water and sanitary services shall be considered included with the water main and/or edge drain construction. Excavation to verify the alignment and elevation of existing underground utilities, excluding house services, shall be conducted at locations denoted on the plans or as directed by the Engineer prior to water main and/or edge drain construction. Payment for this work shall be made on a time and material basis. Labor rates for personnel anticipated to be involved with this work and rates for anticipated equipment shall be submitted to the Engineer and approved prior to conducting this work on time and materials." (Defendant's Exhibit M, pg. 1 of 3)

Here, Plaintiff submits an Affidavit of James Theodore Pieprzak attesting that Plaintiff recorded all of the additional costs and put the City on notice of its intent to submit claims for change orders or contract modification. (See Plaintiff's Exhibit 8). **However, Plaintiff fails to submit any documentation regarding work and rates that were submitted to the Engineer and approved prior to the work being performed.** Defendant submits an Affidavit of Antonio Cicchetti, City Civil Engineer attesting that Plaintiff submitted some claims that were reviewed and approved under contract modification number 1 but **Plaintiff never submitted any documentation that it is entitled to the sum of \$862,991.67 based on exploratory excavation to locate utilities** for locations denoted on the plans or directed by the Engineer or for which the labor rates for personnel anticipated to be involved with the work were approved prior to the work. (Defendant's Reply Exhibit A)

The court also observes that the General Condition provisions at Section 3D, Section 9J, and page 7 of the Water Main Specifications provide that **the contractor shall bear all losses resulting because the conditions under which the work is done are different**, that the contractor is responsible for protecting utilities and verifying their location before beginning excavation work, and that the contractor is responsible for removing any unforeseen obstacles, including abandoned utilities. (Defendant's Exhibits E, F & I)

Based on the plain language of the contract, the modification number 1 and the evidence submitted the Court finds that no question of any material fact exists regarding Plaintiff's claim for exploratory excavation damages, newly installed water service and repair of city water main claims. For these reasons and those further stated by Defendant these arguments and parts of Defendant's motion is granted.

II.

**(Gas Conflicts Claims)
(Maintenance Aggregate Claims)
(Home Office Overhead Damages)**

Defendant argues that Plaintiff was obligated to locate all existing gas mains prior to construction and repair or replace any damage caused through Plaintiff's operations. Additionally, that Plaintiff agreed to indemnify Defendant for all damages or allege damages as a result of Plaintiff's work. (Defendant's Exhibit F) As such, Defendant argues that Plaintiff's claim for damages that include a Consumer's Energy bill for damages caused to gas lines during the course of construction should fail.

Defendant further argues that any maintenance aggregate claims were resolved through the parties' negotiations that resulted in the construction pay estimate dated December 16, 2010 and signed by the City and Project Engineers. (Plaintiff's Motion for Partial Summary Disposition Exhibit 6) Michael Babel, Plaintiff's Project Estimator, testified that the amount for this claim was deducted because Plaintiff reused stone in six inch driveways. Babel also testified that this claim was included in Plaintiff's exploratory excavation claims. (Defendant's Exhibit L, Babel dep. at pg. 56 - 57)

Finally, Defendant contends that no Michigan authority exists allowing Plaintiff to recover extended home office overhead damages.

Plaintiff fails to specifically address these arguments and for the reasons stated by Defendant these arguments and parts of Defendant's motion is also granted.

III.

(Account Stated Claim of \$86,612.06)

Both parties concede that they negotiated a final payment to be made to Plaintiff in the amount of \$86,612.06 to cover all outstanding claims **except for** those related to exploratory excavation. Defendant argues that under the contract, Plaintiff is required to submit a final Affidavit verifying that all claims relating to the project are paid but that Plaintiff cannot satisfy this requirement because of an outstanding Consumer's Energy invoice for damage to its gas lines.

Section 7Q of the General Conditions provides that final payment on the contract by the City will **only be made after the contractor provides an affidavit that it has paid all claims under the contract.** (Defendant's Exhibit J)

Plaintiff filed a motion for partial summary disposition on this claim arguing that no genuine issue of any fact exists that Plaintiff is owed at least the \$86,612.06 plus the \$50,000.00 retainage but should be paid immediately. Because the court finds that Plaintiff's claims for exploratory excavation were excluded and/or otherwise not shown to have been submitted to Defendant, the Court finds, by stipulation of the parties, that the \$136,612.06 agreed to by the parties is the final payment on the contract, subject to an affidavit that all claims under the contract have been paid and grants Plaintiff's motion for partial summary disposition.

The court finds Defendant's motion in limine to be moot.

To conclude, Defendant's motion for summary disposition is granted. Plaintiff's motion for summary disposition is also granted subject to the Affidavit.

IT IS SO ORDERED.

This order resolves the last pending claim and closes the case.

Dated: March 9, 2012

/s/ Judge Rudy J. Nichols

Hon. Rudy J. Nichols
Circuit Court Judge KG



CITY COUNCIL REPORT

DATE: April 11, 2012

TO: John Szerlag, City Manager

FROM: Gary G. Mayer, Chief of Police
Keith A. Frye, Captain

SUBJECT: US Secret Service- National Computer Forensic Institute (NCFI)

Background:

During the summer of 2010, the Police Department learned that the US Department of Homeland Security, the US Secret Service, the Alabama District Attorneys Association, and the State of Alabama had established a National Computer Forensics Institute (NCFI) with the intent of providing state and local law enforcement officers with the training necessary to conduct electronic crimes investigations, investigations of network intrusion incidents, and computer forensic examinations in a state-of-the-art facility. All NCFI training courses, travel expenses, lodging, and per diem expenses were made available through funding from the Department of Homeland Security.

In May of 2011, the Troy Police Department secured authorization from the US Secret Service and the US Department of Homeland Security for a Troy Police Officer to attend the training, which was completed in July.

Last week, through our affiliation with this initiative, we received a new forensic computer and related hardware worth \$10,273.00. This hardware provides the Department with the capability to continue to investigate electronic crimes with up to date equipment, at no additional cost to the City.

Financial Considerations: None

Legal Considerations: None

Policy Considerations:

This partnership with the US Secret Service and the US Department of Homeland Security enhances the livability and safety of our community and contributes to providing a more effective and efficient local government.



CITY COUNCIL AGENDA ITEM

Date: April 12, 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 second installment of answers. Specifically, attached you will find the following:

1. My memorandum explaining general fund balance.
2. Memorandum from City Assessor Nino Licari summarizing in-house vs. outsourcing the Assessing Department.

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

C: Nino Licari, City Assessor
Tom Darling, Interim Director of Finance & Administrative Services
Monica Irelan, Assistant to the City Manager/Coordinator of Continuous Improvement



CITY COUNCIL AGENDA ITEM

Date: April 5, 2012
 To: Mayor and City Council Members
 From: John Szerlag, City Manager
 Subject: General Fund Balance

Right out of the chute, let me state that the use of fund balance, and levels thereof, are up to the governing body. That said, let's delve a little deeper into this topic.

The simplest and most accurate definition of General Fund Balance is "What's left over". Every year our auditors review actual revenues and expenditures and advise whether a.) Revenues were greater than expenditures; or b.) Revenues were less than expenditures. If revenues are greater than expenditures, the fund balance amount is increased. The converse is true if revenues are less than expenditures. For a complete operational definition of fund balance please see attachment 1 from Interim Director of Finance and Administration, Thomas Darling.

The use of fund balance and levels thereto have been recommended and legislated for the past sixty-eight years. Before that, Troy was not a city. However, the salient discussion needs to focus on our rolling three-year budget.

Because of employee concessions, reduction of our workforce, and best management practices we now project revenues exceeding expenditures at June 30, 2012 in the amount of approximately 1.9 million in the general fund. And in terms of making a forecast, we expect the general fund balance to perform as follows:

Fiscal Year ending 6/30/13 even

Fiscal Year ending 6/30/14 (\$1,141,254)

Fiscal Year ending 6/30/15 (\$2,032,759)

	Estimated Unassigned Fund Balance	% of Expenditures
06/30/12	16.2 million	32.6%
06/30/13	14.5 million	28.9%
06/30/14	11.8 million	23.4%
06/30/15	11.3 million	21.9%

Also identified above are associated percentages of the fund balance to the total general fund budget.



CITY COUNCIL AGENDA ITEM

At this time I would like to make the following recommendation regarding use of fund balance:

Don't.

For fiscal year ending June 30, 2013 we have budgeted revenues even with expenditures. And fiscal years 2014 and 2015 have expenditures greater than revenues, which means fund balance will need to be utilized to have a balanced budget.

In addition, we are at the maximum of our millage levy. Therefore an increased percentage of fund balance could be used to get us through some rough spots should they be encountered. Many Cities, including Sterling Heights, Southfield and Allen Park have burned through a healthy fund balance over a relatively short time frame. So too, Oakland County, a paragon of county management, has a general fund balance of 44%.

Having made the above recommendation, I now wish to make an exception. And that is to allocate funding to keep unsustainable services in a particular area sustainable. The clear and only example we have is the museum and village green. Without an increased contribution from the city, the museum and village green will no longer be able to operate beyond July 1, 2012. As such, I recommend that the general fund allocation toward the museum be increased by \$75,000 per annum (Please know that \$50,000 per year is already included in the proposed budget). Over our three year budget, this increase will amount to \$225,000. When the museum was part of city government, our annual cost was over \$400,000 per year. In the aggregate, I am proposing about \$200,000 per year and this would yield a high quality service delivery venue. Attachment 2 is a letter from Museum Director Loraine Campbell which further delves into this matter.

When the time comes that revenues will be greater than expenditures, the governing body may wish to consider putting things back to increase our level of service. And I would suggest the following priority:

- a. Increase the level of productivity. The most cost efficient option would be to expunge furlough days.
- b. Add more police officers to the budget to generate a deployment beyond 1978 levels.
- c. Increase capital spending. And let me expound on this further.

The general fund balance can also be channeled toward capital improvement. It wasn't long ago that our standard for street systems was to maintain our entire network in a "good" condition. We have now ratcheted down to accept our street network on a "fair to good" scale. Why? Because it would cost approximately \$59 million to bring our entire local road system to a "good" condition and keep it there for the next five years. This breaks down to an additional budget of approximately \$9.7 million per year just for this item. Attachment 3 from the Engineering Department further addresses this issue.



CITY COUNCIL AGENDA ITEM

And to provide an even broader picture, let's speak now of our entire long range needs that fall under capital improvements. That amount is \$370,739,000. Attachment 4 provides a further breakdown of this number; specifically allocated toward major roads, local roads, drains and sidewalks. Our capital improvement plan for the next six years contains \$55,491,000 of scheduled improvements.

Before closing, let's address the issue of utilizing the fund balance to keep the library open seven days per week. Should it? From my perspective, "no". Here's why:

- a. It would cost an additional \$350,000 per annum to fund the library. Over the life of the millage, this comes to \$1.4 million. And we still have a declining revenue line in the general fund. Please know, however, that our initial forecast of tax revenue did not decline as much as originally anticipated. This means that we will be able to expend more on capital items to enhance our level of service. As example, during peak service delivery years we spent an average of \$775,000 per annum on library collection materials. We can now spend an average of \$664,000 on library collection materials which is up an average of \$130,000 per year based on earlier projections.

In short, the residents can have a six day per week library with a higher quality of collection materials and services. This beats a seven day per week library with a marginal collection materials and services.

Attachment 5 is a letter from Library Director Cathy Russ which further explains this matter.

- b. The voters authorized .7 mills for a library that would be open six days per week. This means an annual average budget of \$3.2 million; which is \$1.4 million lower than our highest budget year of 2007 - 2008.
- c. The sustainability of the museum, elimination of furlough days, increasing level of service in the police department, and advancing capital projects take precedence over a seven day a week library. This, of course, is only my recommendation. The final decision is yours.

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

- c: Tom Darling, Interim Director of Finance and Administration
Mark Miller, Director Economic and Community Development
Steve Vandette, City Engineer
William Huotari, Deputy City Engineer
Monica Irelan, Assistant to the City Manager/Coordinator of Continuous Improvement
Cathy Russ, Library Director
Loraine Campbell, Museum Director



CITY MANAGER'S OFFICE MEMO

Date: April 12, 2012
To: John Szerlag, *City Manager*
From: Thomas Darling, *Interim Director of Finance and Administration*
Subject: Operational Definition of Fund Balance and Its Affect on Financial Stability

According to the Government Finance Officers Association (GFOA), financial stability is

"a government's ability to manage its finances so it can meet its spending commitments, both now and in the future," and whether "it ensures future generations of taxpayers do not face an unmanageable bill for government services provided to the current generation. (The, 1)"

A key component to financial stability is the governmental fund referred to as fund balance.

- 1) **What is Fund Balance?**
- 2) **Why does the City have a Fund Balance? What is the appropriate level of funding in the fund balance?**

- 1) According to the Government Finance Officers Association (GFOA), *[a]ccountants employ the term fund balance to describe the net assets of governmental funds calculated in accordance with generally accepted accounting principles (GAAP). Budget professionals commonly use this same term to describe the net assets of governmental funds calculated on a government's budgetary basis. In both cases, fund balance is intended to serve as a measure of the financial resources available in a governmental fund (Appropriate, 1).*

The simplest way to define fund balance is: "What's left over."

During the budget process, the City (similar to any organization) should be conservative on both the revenue and expenditure lines.

There may be a time when the City receives more revenue than it budgeted; that may contribute to an increase in the fund balance.

There may be a time when the City expends less than budgeted; that may contribute to an increase in fund balance.

Conversely, there are times when the City receives less revenue than budgeted; that may contribute to a decrease in fund balance.

There may be a need for the City to expend more than revenues; that may contribute to a decrease in fund balance.

According to the "Comprehensive Annual Financial Report," the City needed to use fund balance to stabilize the budget six out of the last ten years (2002, 2003, 2004, 2007, 2008, and 2009).

The City Council approved the use of fund balance to continue service delivery and stabilize tax rates.



CITY MANAGER'S OFFICE MEMO

2) A fund balance is essential for fiscal stability.

The GFOA, within the context of Government Accounting Standards Board (GASB), has created Best Practices: Appropriate Level of Unrestricted Fund Balance in the General Fund (2002 and 2009) (BUDGET and CAAFR).

It is essential that governments maintain adequate levels of fund balance to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenditures) and to ensure stable tax rates. Fund balance levels are a crucial consideration, too, in long-term financial planning (Appropriate, 1).

The adequacy of unrestricted fund balance in the general fund should be assessed based upon a government's own specific circumstances. Nevertheless, GFOA recommends, at a minimum, that general-purpose governments, regardless of size, maintain unrestricted fund balance in their general fund of no less than two months of regular general fund operating revenues or regular general fund operating expenditures (Appropriate, 2).

The fund balance is necessary "...to mitigate current and future risks..." but it is also necessary in order to keep the City's stellar credit rating.

Credit rating agencies monitor levels of fund balance and unrestricted fund balance in a government's general fund to evaluate a government's continued creditworthiness. Likewise, laws and regulations often govern appropriate levels of fund balance and unrestricted fund balance for state and local governments (Appropriate, 1).

Those interested primarily in a government's creditworthiness or economic condition (e.g., rating agencies) are likely to favor increased levels of fund balance. Opposing pressures often come from unions, taxpayers and citizens' groups, which may view high levels of fund balance as "excessive" (Appropriate, 1).



CITY MANAGER'S OFFICE MEMO

Bibliography:

Appropriate Level of Unrestricted Fund Balance in the General Fund (2002 and 2009) (BUDGET and CAAFR), Government Finance Officers Association, Committee on Governmental Budgeting and Fiscal Policy, October 2009: http://www.gfoa.org/index.php?option=com_content&task=view&id=120&Itemid=134

The Public Finance Officers Role in Sustainability (Revised) (BUDGET) (2002, 2012), Government Finance Officers Association, Committee on Governmental Budgeting and Fiscal Policy, January 2012: http://www.gfoa.org/index.php?option=com_content&task=view&id=120&Itemid=134



TROY HISTORIC VILLAGE
where history lives

To: John Szerlag, City Manager
Mark Miller, Director of Economic & Community Development

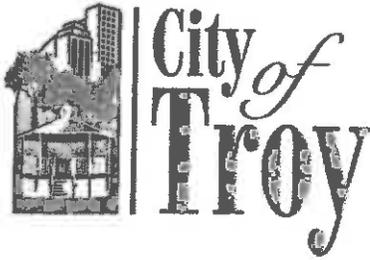
From: Cheryl Barnard, President Troy Historical Society
John Lavender, Treasurer Troy Historical Society
Loraine Campbell, Director Troy Historic Village

Re: Executive Summary: Progress of the City of Troy-Troy Historical Society
Public-Private Partnership

Date: April 11, 2012

The transition of the Troy Historic Village to a sustainable operational model by the Troy Historical Society, initiated on July 1, 2012, will not be accomplished in a single year and cannot succeed without additional financial resources. While the Historical Society has increased revenue from fundraising, programs and services over the levels of the prior year, the Troy Historic Village is still recovering from financial and operational cuts in FY 2009-10 and 2010-11 that resulted in a loss of staff, programs, public hours, and community confidence. These losses must be restored before the Historic Village can build regional institutional identity and donor support required for sustainable operations.

The letter of agreement between the City and the Troy Historical Society commits \$75,000 annual support for the core costs for which the City, as owner of the historic buildings, would be responsible whether or not the facility was open for the use and enjoyment of Troy residents and businesses. An additional annual allocation of \$75,000 from the City will enable the Historical Society to implement strategies to further increase revenues, strengthen programming, build regional recognition, and support a sustainable public-private operational model. This financial support and the increased efficiencies provided by our public-private service model can provide City residents a level of service that exceeds what was available in FY 2010/11 at a 31% reduction in City funding from FY 2010/11 levels.



BUDGET SUPPLEMENT – LOCAL ROADS

March 13, 2012

TO: John Szerlag, City Manager

FROM: Mark Miller, Director of Economic and Community Development
Steve Vandette, City Engineer *SV*
Bill Huotari, Deputy City Engineer/Traffic Engineer *WAA*

SUBJECT: Local Roads

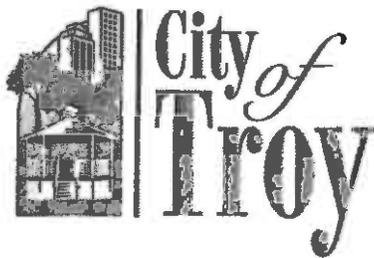
The City of Troy is responsible for the maintenance of approximately 265 miles of local roads. Approximately 246 miles of these are subdivision streets of concrete or asphalt, 5 miles are chip seal (a thin layer of liquid asphalt covered with stone chips) and 5 miles are gravel roads. Approximately 2/3 of these subdivision streets are concrete and 1/3 are asphalt.

In order to prioritize road maintenance activities, the City is using the PASER system. PASER is used statewide and is a "windshield" road rating system that uses a 1 to 10 rating scale, with a value of 10 representing a new road and a value of 1 representing a failed road. Condition ratings are assigned by visually identifying the type and amount of defects along a road segment while driving the segment. The PASER system translates these observations into a condition rating.

The City simplifies this system by grouping roads with a rating of 6 or higher as being in Good condition, 4 or 5 as Fair and 3 or less as Poor. Approximately 60% of local roads are currently rated in Good condition, with 39% in Fair condition and 1% in Poor condition.

It is estimated to cost \$59 million to bring the entire local road system to a "Good" condition and keep it there for the next 5 years. We would need to budget approximately \$9.7 million per year to implement this program. This amount does not account for staffing a program that would be over 3 times as large as our current local road improvement program.

Currently, the annual budget amount for local road maintenance is \$3,100,000 and typically involves concrete slab replacements, asphalt pavement overlays and crack sealing. It is managed by current staff with outside contractors performing the majority of the actual work.



BUDGET SUPPLEMENT –
LONG RANGE NEEDS

March 13, 2012

TO: John Szerlag, City Manager
FROM: Mark Miller, Director of Economic and Community Development
Steve Vandette, City Engineer *SV*
Bill Huotari, Deputy City Engineer *BH*
SUBJECT: Long Range Needs – Capital Improvement Funds

Background

The budget process includes the preparation of a 6-Year Capital Improvement Plan (CIP). In an effort to look into the future, beyond the 6-Year time frame, long range Capital Infrastructure needs in the Major Road Fund, Local Road Fund, Drains Fund and Sidewalk Fund have also been examined. The total cost for all long range Capital Infrastructure needs in these funds, beyond the 6-year timeframe, is estimated at \$370,739,000.

Major Roads - \$308,450,000

The City of Troy Master Plan includes a Thoroughfare Plan which identifies ultimate right-of-way widths for approximately 68 miles of major roads within the city, regardless of jurisdiction. These right-of-way widths vary from 120 feet to 204 feet. Typically, a five-lane pavement is built within 120 feet of right-of-way, while a six-lane boulevard is built within 150 feet to 204 feet of right-of-way. A four-lane boulevard is built in varying right-of-way widths from 120 feet to 150 feet. The estimated cost to construct all major roads to their ultimate lane widths is \$308,450,000 (which does not include projects that are currently in various phases and are planned to be reconstructed during the time frame of the 6-year CIP).

The major road projects can be classified in two categories:

- 1. New 5-lane roads - \$268,750,000 (87%)
- 2. New boulevards - \$39,700,000 (13%)

The estimated city share of these projects (based on a traditional 80% federal, 20% local match) is \$46,690,000 and assumes that the RCOC and city share equally in this match on County Roads. The estimated match by the RCOC or other communities (on border roads other agencies would be required to provide 50% of the local match) totals an estimated \$15,000,000. Federal funds in the amount of \$246,760,000 would be required to complete this scope of work. Normal maintenance activities for major roads are not included in these amounts.

In addition to the foregoing future costs, approximately \$4,000,000 per year is budgeted for normal maintenance activities, such as concrete slab replacement, asphalt overlays and crack sealing in the Major Road fund.

Attachment 4

Local Roads - \$7,260,000

The City of Troy is responsible for the maintenance of approximately 265 miles of local roads. Approximately 4.5 miles are gravel roads. Traditionally, paving of a local road is initiated by the residents living on the road by initiating a Special Assessment District (SAD). The cost to pave the road is split among the benefitting properties and the city. Once the road has been paved, future maintenance costs are traditionally borne by the City and paid for through the Local Road fund.

In an effort to quantify the cost to pave the remaining gravel roads, past SAD projects were analyzed. An estimated cost of \$275 per linear foot was derived, yielding an estimated cost of \$7,260,000 to pave the remaining gravel roads in the city. Applying the city's traditional share of an SAD paving project (approximately 65%) provides the city share of these projects at \$4,719,000. Residents living on these roads would be responsible to pay an estimated \$2,541,000. Normal maintenance activities for local roads are not included in these amounts.

In addition to the foregoing future costs, approximately \$3,000,000 per year is budgeted for normal maintenance activities, such as concrete slab replacement, asphalt overlays and crack sealing in the Local Road fund.

Storm Drains - \$24,908,000

The City of Troy is divided into two principal drainage areas or watersheds: the Rouge River Watershed and the Clinton River Watershed, which contain numerous county drains and are largely governed by the Oakland County Water Resources Commissioner.

Projects in the city's Drain Fund, many of which are on county drains, are proposed annually that comply with state and federal mandates as well as projects that address drainage concerns; soil erosion; flooding; and regional drainage in accordance with the 1999 Master Storm Drainage Plan Update.

Approximately \$5,000,000 in major storm drainage projects, identified in the Master Storm Drainage Plan Update, have been completed as part of major road projects on Big Beaver, Rochester, Long Lake, Livernois, Wattles and Dequindre Roads as well as the Dennis Powers drain project in Section 3.

A significant portion of the remaining \$24,908,000 in improvements will be constructed as part of future road widening projects. The majority of these costs will not be eligible for federal funding due to the fact that they provide for regional drainage and not just for the road project. The remaining storm drain projects are not related to road projects and would be constructed as capital funds allow in the future. Normal maintenance activities for storm sewers and drains are not included in these amounts.

In addition to the foregoing future costs, approximately \$200,000 per year is budgeted for normal maintenance activities, such as fence and pump replacements, detention basin maintenance and storm sewer cleaning in the Drains fund.

Sidewalks-- \$30,121,000

In order to facilitate pedestrian travel along major mile roads, the city requires 8-foot sidewalks along both sides of all major roads. In certain circumstances, 5-foot or 6-foot sidewalk has been constructed to accommodate existing utilities and/or natural features. In order to complete the sidewalk network, numerous gaps need to be filled in.

There are two primary methods to achieve this goal:

Attachment 4

1. Major road widening projects include construction of new sidewalks if they do not exist.
2. \$100,000 is budgeted annually for "New Construction" which is used to fill in gaps where significant right-of-way exists.

To date, the city has not condemned property for purposes of constructing sidewalks where right-of-way is needed. Acquisition of right-of-way is a significant portion of the estimated cost to fill in all major road sidewalk gaps, approximately twice the cost of the actual sidewalk construction.

There are over 22 miles of sidewalk gaps on major roads. The estimated cost to fill in these gaps and construct new sidewalk is approximately \$9,516,000. The estimated cost to acquire right-of-way for a significant portion of these gaps is \$20,605,000. In total, it is estimated to cost \$30,121,000 to fill in all major road sidewalk gaps. Normal maintenance activities for existing sidewalks are not included in these amounts.

In addition to the foregoing future costs, approximately \$400,000 per year is budgeted for normal maintenance activities, such as sidewalk replacement in the Sidewalk fund. A portion of this cost is reimbursed by residents for sidewalk repairs performed by the city's contractor.



Memo

To: John Szerlag, City Manager
From: Mark Miller, Economic & Community Development Director
Cathleen Russ, Library Director
CC:
Date: March 26, 2012
Re: Possible seven-day operations at the Troy Public Library

There has been some discussion regarding re-opening the Troy Public Library on Fridays, for a seven-day per week operation. In order to restore TPL to a 7-day operation in 2012-13, the City would have to subsidize the revenue generated by the library's dedicated 0.70 millage by \$350,000. These funds would be used to hire additional library staff and supplement the library's current allocation for utilities and custodial services.

We strongly recommend that this discussion be postponed for at least a year, for the following reasons.

First, Library Administration has not received any complaints from library cardholders about the library being open only 6 days per week, especially since the change to be open Saturday.

Next, the library has budgeted for a strategic planning consultant, per the request of the prior City Council. It is expected that the strategic planning process will commence within the next few months, pending City Council approval. The strategic planning process is the ideal time to ascertain whether or not the Troy community desires a 7-day library or if residents are fine with the way things are.

If the city council approved the appropriation of \$350,000 to fund the 7th day of library operations for FY 2012-13, it would be necessary for the city council to commit to sustain this level of funding over the remaining life of the millage, to ensure consistency and stability of library operations (4 years x \$350,000 = \$1.4 million).

If these funds were not guaranteed for the life of the millage, city council would have to re-appropriate these funds to the library every year.

If for some reason city council opted not to re-appropriate additional funds to the library in future fiscal years, the staff that was hired to support 7-day operations in FY 2012-13 would have to be laid off. This is of great concern to library administration, as the library's reputation as a respected and desirable place of employment would be damaged. It would be difficult to attract excellent candidates to positions which may be of temporary duration.

Further, library hours of operations and library services will not be consistent, if funding levels fluctuate. This is a disservice to the community. As demonstrated on the attached chart comparing area libraries to Troy Public Library, several libraries are now closed at least one, if not more days per week.

Lastly, in terms of the city's budget, the picture is complicated by the proposed elimination of the Personal Property Tax. The elimination of this tax will have implications for the city's budget. It seems rash to commit \$350,000 per year (\$1.4 million over 4 years) to fund a 7th day of library service when the city has other demands on its budget, and it is not clear that the community requires it.

Therefore, we strongly recommend that the council table the discussion of a 7-day library for at least a year, until the recommendations of the library's strategic planning process can be determined, as well as the impact on any changes to the PPT and the city's revenue stream and the resultant effect on the city's short- and long-term budgets.

Statistical Comparisons of Area Libraries (2011-12)

Library Population Served	Annual Budget	Circulation Statistics	Annual Visits	# of hours open/wk	# of Days open Day(s) closed	Staff			Director Salary
						FT	PT	Sub	
Birmingham 31,481	\$3,176,112	721,380	325,976	67	7	14	31	14	\$86,800
Bloomfield Twp 41,070	\$5,419,132	894,241	433,033	68.5	7	*19	*32		\$115,000
Brighton 43,254	\$1,584,185	482,124	253,245	51	Win: 6 (Thur) Sum: 5 (Thur/Sun)	9	50/51		*\$65,650
Canton 90,173	\$4,969,210	1,951,445	594,492	72	7	16	61	18	\$92,000
Clawson 11,825	\$476,250	85,530	74,938	40	5 Win: Fri/Sun Sum: Sat/Sun	1	12		\$64,595
Madison Heights 29,694	\$530,065	114,789	109,074	56	6 Sunday	3	10	4	\$89,388
Novi 55,264	\$2,683,487	759,021	371,274	62 Win 58 Sum	Win: 7 Sum: 6 (Sunday)	18	52		\$73,300-\$102,600
Plymouth 36,656	\$3,476,000	1,032,560	398,000	67	7	14	56	5/6	\$105,500
Rochester Hills *100,269 (YR 2000)	\$4,227,000	1,861,311	1,500-2,000 per day	71	7	*20	*37		\$130,915
Royal Oak 57,236	\$2,335,440	300,674	381,849	60	6 (Sunday)	10	27/28		\$77,000
Southfield 82,532	\$7,926,061	650,000	625,000	67 Win 63 Sum	Win: 7 Sum: 6 (Sunday)	28	89		\$90,000
Sterling Heights 129,699	\$2,565,210	614,905	484,259	57.5	6 (Sunday)	16	29	2	\$115,175
Troy 81,000	\$3,008,495	1,300,000	500,000	55	6 (Friday)	6	62	4	\$88,315
Warren 134,056	Exp: \$3,325,443 Rev: \$5,800,658	478,255	326,386	Main (WCV): Win: 58 Sum: 54 Branches Avg: 46.3	Win: 7 Sum: 6 (Sunday) Branches: 6 (Sunday)	*11	*22		\$91,911
Westland *87,000(YR 2000)	\$1,797,593	479,386	*221,543	69	7	*8	*24		\$78,000
West Bloomfield (incl Westacres) 89,656	\$4,860,773	2,785,702	2,500 per day	65	7	*20	*31		n/a



CITY COUNCIL REPORT AND COMMUNICATION

April 2, 2012

TO: John Szerlag, City Manager

FROM: Tom Darling, Interim Director of Financial/Administrative Services
Nino Licari, City Assessor 

SUBJECT: City Assessing versus County Assessing 

THE QUESTION:

Is it more cost effective to have the City's in house staff perform the Assessing function, or to outsource this service to the County, based on a recent quote from them?

EXECUTIVE SUMMARY:

The short answer is that the current Assessing Department is more effective in all areas.

There are multiple issues involved in making this analysis;

Is the County quote less than the current costs?

The County quote is higher than current costs by \$12,345. (Attachment #1 page 1) *The current City staff is cost effective under this analysis.*

Is the County's quote realistic? (The detail for this section is important to note)

Based on information supplied by the County, and the recent ICMA analysis, it is apparent that the County quote will not cover their labor costs to assess the City of Troy, much less fixed costs that do not change regardless of who is performing the assessing duties. Equally important is an expected increase in the quote after 2 years. (Attachment #1 page 2). *This analysis makes the current City staff extremely cost effective.*

What do independent studies say about cost savings?

The ICMA study recognized that the current iteration of the Assessing Department is understaffed. An independent study out of Michigan State University estimates the actual costs of County assessing to be 10% higher than leaving the work at the local level.

DETAIL FOR THE EXECUTIVE SUMMARY CONCLUSIONS:

Is the County quote less than the current costs?

The County quote is a per parcel quote based on the 2012 parcel counts. It starts at \$514,717. Fixed costs must be added to the County quote to cover charges the City would incur, and charges the County would incur. (Attachment #1 page 1)

The Treasurer's Office and the Assessing Department share 5 clerical staff as a result of the restructuring to lower costs and increase efficiency, and the ICMA recommendations for consolidation (2 in Assessing and 3 in Treasurer).

As a consequence of County assessing, at a minimum, the Treasurer's Office will need 1 more FTE (full time equivalent) to cover the loss of the 2 current Assessing Department clerical staff (this does not include clerical work that the Assessing staff does for Community Affairs). Thus a total wage and benefit charge of \$71,500 is added as a fixed cost (Actual City cost).

One half of the current copier charges, which is now paid by the Assessing Department, will have to be absorbed by the Treasurer and Community Affairs. This adds an additional \$2,800 fixed cost to the County quote.

The Assessing Department's share of building maintenance and insurance will either have to be absorbed by the City, or charged to the County. This adds another \$2,200 fixed cost to the County quote.

Current staff in the Assessing Department has performed between 200 and 250 audits of Personal Property Accounts per year. These audits bring in an average of \$259,237 per year to the City. This is a deduction from the current department budget. Additionally, these audits bring in total tax revenue for all jurisdictions of \$1,102,525, with a net gain of \$843,288 for taxing authorities other than the City of Troy.

The County quote includes approximately 120 audits per year (2% of the parcel count), which will generate approximately \$102,417 per year. This is a deduction from the County quote costs, and is 39.5% of the City's own generation of revenue. The County's audits will only generate \$333,099 for the other taxing authorities, which is an annual loss to them of \$510,189.

Assessor Reviews of new assessments before the Board of Review save the Board Fund an additional \$3,850 per year, nominally, many years the savings is higher. (Attachment #1 page 3). As the County does not perform Assessor Reviews, it is a cost to the County quote.

Finally, there are legacy costs associated with pension and health care contributions to the Pension Fund that the Assessing Department budget is charged. These annual costs of \$52,692 would have to be covered by the General Fund, and are thus an additional cost of the County quote.

The total cost of the County quote is now \$545,342, compared to the net current City cost of \$532,997. The current City Assessing Department cost is \$12,345 less than the County quote.

Is the County's quote realistic?

With all we know about assessing a community of the size and valuation of Troy, it is clear that the County quote does not even cover their labor costs. (Attachment #1 page 2 for all of the following analysis)

Based on the analysis of the ICMA audited hours needed to assess the City of Troy, the County's labor costs, plus fixed costs, minus their auditing dollars, the County's costs for assessing the City of Troy come in at \$653,418.

The current net costs for the Assessing Department are \$532,997. This is \$124,347 less than the County's costs.

Also, there must still be a charge for the clerical staff that would be added to the Treasurer's Office at a cost of \$75,000. This makes the current department costs \$199,347 less than the estimated County cost of assessing the City of Troy.

Why is this section so important to this analysis?

If the County were to take over assessing in the City for 2 years at their quote price, it is probable that they would soon realize that they have dramatically under valued their services. It is likely that subsequent quotes would substantially increase to cover these costs. At that point, it would be cost prohibitive for the City to restart their own Assessing division with qualified personnel, and this does not include the loss in revenue from audits, and the loss in revenue to the other taxing jurisdictions.

It is also important to note that Macomb and Wayne Counties do not accept any more units to assess. They do not want to be both equalizers and assessors, citing both the workload and the cost.

What do independent studies say about cost savings?

The ICMA audit of the Assessing Department recommended some cost saving measures that basically involved cutting back on the services the Assessing Department provides, and eliminating some of the quality controls we formerly applied. The ICMA study also recognized that the current iteration of the department is understaffed, and recommended out sourcing some functions. The Assessing Department continues to perform those functions, as it is currently more cost efficient to leave them in house.

An independent study, authored by Eric Scorsone, PhD, from the Michigan State University Extension State and Local Government Program, estimates the actual costs of County assessing to be 10% higher than leaving the work at the local level.

Consider these items:

Troy is the 3rd largest City in Michigan by State Equalized Value (SEV), and yet is only the 11th largest city by population. Clearly there is an enormous amount of diversified and high value property in the City.

Based on State Equalized Value, Troy would be the 18th largest County in the State, out of 83 total counties (and will probably be the 17th largest for 2012). That means that Troy's SEV is larger than 66 of the 83 counties in the State. Troy is a County. Troy's staff currently does County assessing.

Troy's SEV is 8.9% of Oakland County's total SEV, and yet Troy only accounts for 3.8% of the County's land area.

The City of Troy Assessor and the County Equalization Director are both certified at the MMAO (4) level. This is the highest certification level in the State. They are both certified to appraise any single property, any City, may be the Equalization Director of any County, and fill any position on the State Tax Commission, or to hold a judge position on the Tribunal.

The Troy City Assessor is on site, and remains so. This will not happen with the County assessing the City, as they will not provide this certification level on site.

There will be no immediate access to a qualified Assessor for revenue estimates, millage limitations, DDA information, meetings, budget help, IFT qualification, description change verification, compliance with local ordinances, special assessment estimates, custom exports for other departments, FOIA requests, meetings with prospective and current taxpayers, Warrants or settlement work. All of this will have to either go out to the County offices, or be arranged by coordinating everyone's schedule, and waiting for someone to get back to you.

The County has residential appraisers, commercial and industrial appraisers, personal property appraisers, and description change specialists. Most of their other tasks are also compartmentalized.

The appraisers in the Troy Assessing Department are all cross trained and each performs all of these tasks.

It is apparent that the County cannot cover the nominal costs to provide an efficient and cost effective Assessing Department with this quote.

The current Assessing Department performs its duties efficiently, and is very cost effective. We are the on site source for all of the Assessing needs. We are extremely competent, and professional.

From Realtors, appraisers, accountants, property tax representatives to leasing agents, the Assessing staff is recognized as the best overall department around. We have dedicated our careers to serving the citizens of this community.

Current management practice is to leave the department head in place to manage the contractor (or County, in this case). This cost scenario was explored 3 years ago, and found to be very inefficient. The Assessing Department lost 2 staff members, and kept all of the duties in house, leaving the current iteration of the department.

The current staff is the finest I have worked with in my nearly 33 years of serving the City. They are well respected at the local, County and State level.

We believe that we have shown, without a doubt, that the current Assessing Department has earned the privilege of remaining the City of Troy's Assessing Department.

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**City of Troy - Assessing Department
Comparison of County Quote and Existing Costs
Assessing Department Services**

<u>Oakland County Quote plus Costs*</u>				<u>Assessing Department Costs</u>	
Parcels	Count	@	Total		
Real	29,197	\$15.10	\$440,875		
Personal	5,955	\$12.40	\$73,842		
Total Bid	35,152		\$514,717	2012/2013 Budget	\$792,234

Plus Fixed Costs	
Account Clerk (Treasurer's)	\$71,500
Legacy Costs (pension & health)	\$52,692
Copier (Assessing 1/2)	\$2,800
Bldg Costs (Assessing Portion)	\$2,200
Total Fixed Costs	\$129,192

Audit Revenue (39.5% of City)	(\$102,417)	Audit Revenue	(\$259,237)
Board of Review Extra Costs	\$3,850		
Net City Cost w/Co. Assessing	\$545,342	Net Current City Cost	\$532,997

Net Difference (\$12,345)

* The County quote is per parcel, for 2 years. Each new parcel, real and personal increases the cost of the re-bidding.

** Total average annual tax revenue from City Audits to all taxing jurisdictions is \$1,102,525

*** Total average annual tax revenue from City Audits is to all other taxing jurisdictions is \$843,288.

**** The County's estimated total annual tax revenue from audits to all other taxing jurisdictions is \$333,099, **a loss of \$510,189** each year to all other authorities.

04/02/12

Attachment #1 Page 1 of 3

**City of Troy - Assessing Department
Comparison of County Quote and Existing Costs
Assessing Department Services**

Actual Minimum Costs for County Assessing in Troy	
ICMA Audit of Necessary Hours for Assessing in Troy	13,520
Absolute minimum hours needed for Assessing in Troy	<u>12,661</u>
Minus County Supplied 2 Clerical Staff FTE hours at the City	(4,160)
Remaining hours to be covered	<u>8,501</u>
Number of staff needed to cover hours (@2,080 hours each)	<u>4.09</u>
Wages and Benefits for 2 Clerical Staff (@\$75,000 each)	\$150,000
Wages and Benefits for 4.09 Appraisers(@\$118,179 each)	<u>\$483,352</u>
Total Labor Costs	<u>\$633,352</u>

Fixed Costs

	City	County @	Cost
Office Supplies	2,500	92%	\$2,300
Postage	17,000	100%	\$17,000
Contractual (copier)	2,800	100%	\$2,800
Computers (@3,300 ea.)	8	6	\$19,800
Printing	5,000	100%	\$5,000
Legal Notices	100	100%	\$100
Vehicles (County pays mileage)	23,700	92%	\$21,804
Bldg Maintenance & Insurance	2,200	100%	\$2,200
Misc Filings	100	100%	\$100

Fixed Costs Total	<u>\$71,104</u>
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Total County Costs for County Assessing in City	\$704,456
Minus County Audit Revenue (46% of City Rate)	(\$47,112)

Actual Cost of County Assessing in Troy	<u>\$657,344</u>
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Actual Cost of In-House Assessing	\$532,997
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Difference:	(\$124,347)
Plus 1 Clerical to Treasurer's Office	(\$75,000)

* Total Savings to City with In-House Assessing	<u>(\$199,347)</u>
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* All other taxing jurisdictions audit revenue losses remain unchanged

04/02/12

Attachment #1 Page 2 of 3

**City of Troy - Assessing Department
Comparison of County Quote and Existing Costs
Assessing Department Services**

The City of Troy:

Troy is the 3rd largest City in Michigan by State Equalized Value while it is only the 11th largest in population

Troy would be the 18th largest County in the State by State Equalized Value (out of 83 total counties)

Troy's State Equalized Value is higher than 66 counties in the State.

Troy accounts for 8.9% of Oakland County's entire State Equalized Value while comprising only 3.8% of its land area

Troy currently has an MMAO Certified Assessor on site. State law requires this level of Certification to supervise and prepare the Assessment Roll. The County will not provide this certification level on site.

Appraisers in the Assessing Department completed 175 Assessor Reviews that required reductions in value, and an equal number of Reviews that did not result in a change, each saving a Board of Review Appointment. (Oakland County does not preform Assessor Reviews. This inaction would add an additional 350 appointments to the Board of Review schedule. These appointments would add 14 more days to the Board of Review, with added costs of \$3,150 in Board stipends, and \$700 in meal costs.)