

AGENDA

Meeting of the

CITY COUNCIL OF THE CITY OF TROY

**SEPTEMBER 14, 2009
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.

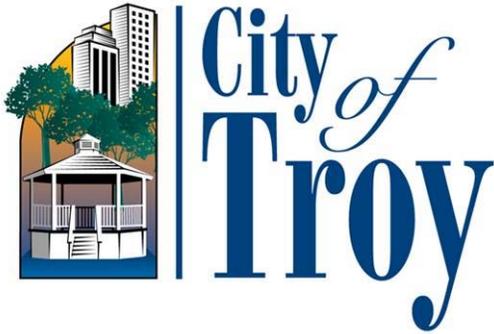
Supporting materials transmitted with this Agenda have been prepared by department directors and staff members. I am indebted to them for their efforts to provide insight and professional advice for your consideration.

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

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "John Szerlag".

John Szerlag, City Manager



CITY COUNCIL

AGENDA

September 14, 2009 – 7:30 PM
Council Chambers
City Hall - 500 West Big Beaver
Troy, Michigan 48084
(248) 524-3317

CALL TO ORDER: 1

INVOCATION & PLEDGE OF ALLEGIANCE: Rev. Dr. Bob Cornwall – Central Woodward Christian Church 1

ROLL CALL: 1

CERTIFICATES OF RECOGNITION: 1

A-1 Presentations: 1
a) Proclamation Celebrating 30 Years – Central Woodward Christian Church 1

CARRYOVER ITEMS: 1

B-1 No Carryover Items 1

PUBLIC HEARINGS: 1

C-1 No Public Hearings 1

POSTPONED ITEMS: 1

D-1 No Postponed Items 1

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.

REGULAR BUSINESS: **1**

- E-1 Appointments to Boards and Committees: (a) Mayoral Appointments: Downtown Development Authority (b) City Council Appointments: Liquor Advisory Committee; and Parks & Recreation Board 2

- E-2 Nominations for Appointments to Boards and Committees: (a) Mayoral Nominations: Downtown Development Authority; Economic Development Corporation; and Local Development Finance Authority (b) City Council Nominations: Advisory Committee for Senior Citizens; Animal Control Appeal Board; Cable Advisory Committee; Ethnic Issues Advisory Committee; Historic District Commission; Parks & Recreation Board; Personnel Board; and Youth Council 3

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- E-5 Designation of Voting Delegates at the National League of Cities 2009 Annual Business Meeting 7

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CALL TO ORDER:

INVOCATION & PLEDGE OF ALLEGIANCE: Rev. Dr. Bob Cornwall – Central Woodward Christian Church

ROLL CALL:

- (a) Mayor Louise E. Schilling
- Robin Beltramini
- Cristina Broomfield
- David Eisenbacher
- Wade Fleming
- Mayor Pro Tem Martin Howrylak
- Mary Kerwin

ABSENT:

- (b) Absent Council Members

CERTIFICATES OF RECOGNITION:

A-1 Presentations:

- a) Proclamation Celebrating 30 Years – Central Woodward Christian Church

CARRYOVER ITEMS:

-
- B-1 No Carryover Items**

PUBLIC HEARINGS:

-
- C-1 No Public Hearings**

POSTPONED ITEMS:

-
- D-1 No Postponed Items**

REGULAR BUSINESS:

Persons interested in addressing the City Council on items, which appear on the printed Agenda, will be allowed to do so at the time the item is discussed upon recognition by the Chair in accordance with the Rules of Procedure of the City Council, Article 16, during the Public Comment section under item 10“E” of the agenda. Other than asking questions for the purposes of gaining insight or clarification, Council shall not interrupt or debate with members of the public during their comments. Once discussion is brought back to the Council table, persons from the audience will be permitted to speak only by invitation by Council, through the Chair. 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.

NOTE: Any item selected by the public for comment from the Regular Business Agenda shall be moved forward before other items on the regular business portion of the agenda have been heard. Public comment on Regular Agenda Items will be permitted under Agenda Item 10 "E".

E-1 Appointments to Boards and Committees: (a) Mayoral Appointments: Downtown Development Authority (b) City Council Appointments: Liquor Advisory Committee; and Parks & Recreation Board

The following Boards and Committees have expiring terms and/or vacancies. Bold black lines indicate the number of appointments required:

The appointment of new members to all of the listed Board and Committee vacancies will require only one motion and vote by City Council. Council members submit nominations for appointment at the meeting prior to consideration. Whenever the number of submitted names exceeds the number of vacancies, a separate motion and roll call vote will be required to confirm the nominee receiving the greatest number of votes in the Council polling process (current process of appointing). Remaining vacancies will automatically be carried over to the next Regular City Council Meeting Agenda for consideration.

a) Mayoral Appointments

Suggested Resolution

Resolution #2009-09-

Moved by

Seconded by

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

Downtown Development Authority

Appointed by Mayor (13-Regular) - 4-Year Terms

P. Terry Knight @ large

Unexpired Term 09/30/2011

Yes:

No:

b) City Council AppointmentsSuggested Resolution

Resolution #2009-09-

Moved by

Seconded by

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

Liquor Advisory Committee

Appointed by Council – Student 1-Year Term

Dane Lepola - Student

Term Expires 07/01/2010

Parks & Recreation Board

Appointed by Council – Troy School District Rep.

Gary Hauff – Troy School District Rep.

Term Expires 07/31/2010

Yes:

No:

E-2 Nominations for Appointments to Boards and Committees: (a) Mayoral Nominations: Downtown Development Authority; Economic Development Corporation; and Local Development Finance Authority (b) City Council Nominations: Advisory Committee for Senior Citizens; Animal Control Appeal Board; Cable Advisory Committee; Ethnic Issues Advisory Committee; Historic District Commission; Parks & Recreation Board; Personnel Board; and Youth Council

The following Boards and Committees have expiring terms and/or vacancies. Bold black lines indicate the number of appointments required:

The nomination of applicants to the following listed Board and Committee vacancies will be moved forward to the next Regular City Council Meeting for consideration of appointment.

a) Mayoral NominationsSuggested Resolution

Resolution #2009-09-

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:

Downtown Development Authority

Appointed by Mayor (13-Regular) - 4-Year Terms

Term Expires 09/30/2012

Term Expires 09/30/2012

Term Expires 09/30/2012

Economic Development Corporation (EDC)

Appointed by Mayor (9-Regular) - 6-Year Terms

**Mark F. Miller – Acting Assistant City
Manager/Economic Development Services**

Unexpired Term 04/30/2011

Local Development Finance Authority (LDFA)

Appointed by Mayor (5-Regular-Staggered) - 4-Year Terms

**Mark F. Miller – Acting Assistant City
Manager/Economic Development Services**

Unexpired Term 06/30/2011

Yes:

No:

b) City Council Nominations

Suggested Resolution

Resolution #2009-09-

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:

Advisory Committee for Senior Citizens

Appointed by Council (9-Regular) - 3-Year Terms

Unexpired Term 04/30/2012

Animal Control Appeal Board

Appointed by Council (5-Regular) - 3-Year Terms

Term Expires 09/30/2012

Term Expires 09/30/2012

Cable Advisory Committee

Appointed by Council (7-Regular) - 3-Year Terms

Term Expires 09/30/2012

Ethnic Issues Advisory Board

Appointed by Council (9-Regular) - 2 & 3-Year Terms

2-Year Term Term Expires 09/30/2011

Historic District Commission

Appointed by Council (7-Regular) - 3-Year Terms; Student – 1-Year Term

Student Term Expires 07/01/2010

Parks & Recreation Board

Appointed by Council – (7-Regular) Troy School District Rep. 1-Year Term; and Student 1-Year Term

Term Expires 09/30/2012

Term Expires 09/30/2012

Personnel Board

Appointed by Council (5-Regular) - 3-Year Terms

Unexpired Term 04/30/2011

Youth Council

Appointed by Council (13 Regular) - Student 1-Year Term

Student Term Expires 06/01/2010

Student Term Expires 06/01/2010

Yes:

No:

E-3 Standard Purchasing Resolution 8 – Best Value Award – Towing ServicesSuggested Resolution

Resolution #2009-09-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **AWARDS** a contract to provide three (3) year requirements of towing services for the City of Troy's Police Department and Fleet Division with an option to renew for three (3) additional years to the highest rated, lowest priced bidder, Coleman's Towing & Recovery, Inc. of Troy, MI, as a result of a best value process, at unit prices contained in the tabulation dated August 12, 2009, a copy of which shall be **ATTACHED** to the original Minutes of this meeting with a contract expiration of September 30, 2012; and

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon submission of properly executed proposal and contract documents, including insurance certificates and all other specified requirements, and Troy City Council hereby **AUTHORIZES** the Mayor and City Clerk to execute the agreement, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; and

BE IT FINALLY RESOLVED, That in the event the contract is terminated under provisions of the agreement, Troy City Council hereby **AUTHORIZES** City Management to reserve the right to negotiate a contract with other bidders in order of final ratings.

Yes:

No:

E-4 Final Contract for Emergency Medical ServicesSuggested Resolution

Resolution #2009-09-

Moved by

Seconded by

WHEREAS, The Police and Fire Departments have always maintained a contract for emergency medical responder and ambulance service as one of the critical services to the community;

WHEREAS, Since 2003 Alliance Mobile Health, our current contactor is the only provider in the Detroit area that meets the professional service standards of the Commission on Accreditation of Ambulance Services; and

WHEREAS, The City of Troy and Alliance Mobile Health have a vested interest in continuing a mutually beneficial relationship;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the final contract negotiated between the City of Troy and Alliance Mobile Health to provide Emergency Medical Services, and hereby **AUTHORIZES** the Mayor and City Clerk to execute the agreement, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:

No:

E-5 Designation of Voting Delegates at the National League of Cities 2009 Annual Business Meeting

Suggested Resolution

Resolution #2009-09-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **DESIGNATES** _____ as the Voting Delegate and hereby **DESIGNATES** _____ as the Alternate Voting Delegate to cast the vote of the City of Troy at the Annual Business Meeting of the National League of Cities to be held November 14, 2009 in San Antonio, TX.

Yes:

No:

E-6 City Council Absences

Suggested Resolution

Resolution #2009-09-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **AMENDS** the Council Rules of Procedure with modification to the City Council Rules of Procedure as follows:

Rule 3. SPECIAL MEETINGS

D. ORDER OF BUSINESS

b) Roll Call

- (1) Listing of Council Members
- (2) Excuse Absent Council Members pursuant to Rule Number 21.

Rule 6. ORDER OF BUSINESS

4. Roll Call

- (a) Listing of Council Members
- (b) Excuse Absent Council Members pursuant to Rule Number 21.

Rule 21. ABSENCES AT COUNCIL MEETINGS

- A. Council members desiring an excused absence who are unable to attend a Council meeting shall notify the City Manager, City Attorney and City Clerk of their absence in writing prior to the meeting and indicate the reason for the absence.

- B. In the event of an absence of a Council Member at a meeting, the City Manager is directed to supply such absent Council Member with information about any special meetings that may have been scheduled.

Yes:

No:

E-7 Scheduling a Special Meeting – Discussion of City Manager Szerlag’s Six-Year Organizational Restructuring Plan for the City of Troy; Fiscal Year 2009/10 through 2014/15

Suggested Resolution

Resolution #2009-09-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **SCHEDULES** a Special City Council Meeting for Monday, September 28, 2009, immediately following the Regular City Council Meeting, in the Council Chambers of Troy City Hall, 500 W. Big Beaver, Troy, MI 48084, for the purpose of discussing City Manager Szerlag’s Six-Year Organization Restructuring Plan for the City of Troy; Fiscal Year 2009/10 thorough 2014/15.

Yes:

No:

PUBLIC COMMENT: Limited to Items Not on the Agenda

Public comment limited to items not on the Agenda in accordance with the Rules of Procedure of the City Council, Article 16 - Members of the Public and Visitors.

CONSENT AGENDA:

The Consent Agenda includes items of a routine nature and will be approved with one motion. That motion will approve the recommended action for each item on the Consent Agenda. Any Council Member may ask a question regarding an item as well as speak in opposition to the recommended action by removing an item from the Consent Agenda and have it considered as a separate item. Any item so removed from the Consent Agenda shall be considered after other items on the consent portion of the agenda have been heard. Public comment on Consent Agenda Items will be permitted under Agenda Item 12 “F”.

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

Suggested Resolution

Resolution #2009-09-

Moved by

Seconded by

RESOLVED, That all items as presented on the Consent Agenda are hereby **APPROVED** as presented with the exception of Item(s) _____, which **SHALL BE CONSIDERED** after Consent Agenda (F) items, as printed.

Yes:

No:

F-1b Address of “F” Items Removed for Discussion by City Council and/or the Public

F-2 Approval of City Council Minutes

Suggested Resolution

Resolution #2009-09-

RESOLVED, That Troy City Council hereby **APPROVES** the Minutes of the 7:30 PM Regular City Council Meeting of August 31, 2009 as submitted.

F-3 Proposed City of Troy Proclamation:

Suggested Resolution

Resolution #2009-09-

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

- a) Celebrating 30 Years – Central Woodward Christian Church

F-4 Standard Purchasing Resolutions

- a) **Standard Purchasing Resolution 1: Award to Low Bidder – Contract 09-11 – Section 18 and 19 Manhole Rehabilitation Program – Project No. 97.407.5**

Suggested Resolution

Resolution #2009-09-

RESOLVED, That Troy City Council hereby **AWARDS** Contract No. 09-11, Section 18 and 19 Manhole Rehabilitation Program to Superior Excavating Inc., 2791 Auburn Road, Auburn Hills, MI 48321, at an estimated total cost of \$119,841.00; and

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

- b) Standard Purchasing Resolution 1: Award to Low Bidder – Contract 09-6 – NE Quarter Section 9 Bituminous Overlay and Florence Street Paving S.A.D. – Project Nos. 01.508.5 and 08.108.1**

Suggested Resolution

Resolution #2009-09-

RESOLVED, That Troy City Council hereby **AWARDS** Contract No. 09-6, NE Quarter Section 9 Bituminous Overlay and Florence Street Paving S.A.D. to Pro-Line Asphalt, 11797 29 Mile Road, Washington, MI 48095 at an estimated total cost of \$629,749.84; and

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements, and if additional work is required, Troy City Council hereby **AUTHORIZES** such additional work in an amount not to exceed 10% of the total project cost.

MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

G-1 Announcement of Public Hearings: None Submitted

G-2 Memorandums: None Submitted

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

H-1 No Council Referrals Advanced

COUNCIL COMMENTS:

I-1 No Council Comments Advanced

REPORTS:

J-1 Minutes – Boards and Committees:

- a)** Election Commission/Final – April 2, 2009
- b)** Youth Council/Final – May 27, 2009
- c)** Ethnic Issues Advisory Board/Final – June 2, 2009
- d)** Charter Revision Committee/Final – July 13, 2009
- e)** Joint Birmingham Planning Board and Troy Planning Commission/Final – July 14, 2009
- f)** Building Code Board of Appeals/Final – August 5, 2009
- g)** Charter Revision Committee/Draft – August 13, 2009
- h)** Youth Council/Draft – August 26, 2009
- i)** Election Commission/Draft – August 27, 2009

J-2 Department Reports:

- a) Building Department – Permits Issued August 2009
- b) City of Troy Employees Retirement System Forty-Fifth Annual Actuarial Valuation – December 31, 2008

J-3 Letters of Appreciation:

- a) Letter of Thanks to Chief Mayer from Richard Bewick, Troy Fire Station No. 5 Assistant Fire Chief, Regarding Support Provided by the Police Department during the Funeral Procession of Eugene William Ferguson

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

J-5 Executive Summary on Revenue Projects

J-6 Communication from City Attorney Lori Grigg Bluhm and City Clerk Tonni Bartholomew Regarding Ballot Question Brochure

J-7 Response to September 6, 2009 Detroit Free Press Article Titled “State Fears Worsening Financial Outlooks”**STUDY ITEMS:**

-
- K-1 Proposed Updated/Corrected Language for Chapter 82 of the Troy City Code – Property Maintenance Code**

PUBLIC COMMENT: Address of “K” Items

Persons interested in addressing the City Council on items, which appear on the printed Agenda, will be allowed to do so at the time the item is discussed upon recognition by the Chair in accordance with the Rules of Procedure of the City Council, Article 16, during the Public Comment section under item 18 of the agenda. Other than asking questions for the purposes of gaining insight or clarification, Council shall not interrupt or debate with members of the public during their comments. Once discussion is brought back to the Council table, persons from the audience will be permitted to speak only by invitation by Council, through the Chair. 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.

CLOSED SESSION:

L-1 Closed Session

Suggested Resolution

Resolution #2009-09-

Moved by

Seconded by

RESOLVED, That Troy City Council **SHALL MEET** in Closed Session, as permitted by MCL 15.268 (e), Pending Litigation – *Troy v. Munchiando*.

Yes:

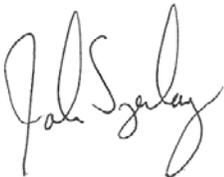
No:

RECESSED

RECONVENED

ADJOURNMENT

Respectfully submitted,



John Szerlag, City Manager

SCHEDULED CITY COUNCIL MEETINGS:

- Monday, September 28, 2009 6 PM – 7:15 PM Special Joint City Council
Joint Meeting Council/Planning - Emergency Operations Center of Police Department
- Monday, September 28, 2009 Regular City Council
- Monday, October 5, 2009 Regular City Council
- Monday, October 19, 2009 Regular City Council
- Monday, November 9, 2009 Regular City Council
- Monday, November 23, 2009 Regular City Council
- Monday, December 7, 2009 Regular City Council
- Monday, December 21, 2009 Regular City Council

**PROCLAMATION
CELEBRATING 30 YEARS
CENTRAL WOODWARD CHRISTIAN CHURCH**

WHEREAS, **Central Woodward Christian Church** has met the religious needs of Troy residents and beyond since first worshipping in their current home on July 16, 1979; and

WHEREAS, The roots of **Central Woodward Christian Church** began in the late 1920s when two Detroit Disciples of Christ churches, Central Christian Church and Woodward Avenue Christian Church came together as one congregation under the leadership of the Rev. Dr. Edgar DeWitt Jones. A new building was erected on Woodward Avenue – the current home of Little Rock Missionary Baptist Church and held a service of dedication on October 7, 1979; and

WHEREAS, **Central Woodward Christian Church** took up temporary residence at the Seventh Day Adventist Church on Crooks Road in 1978. One year later, after the new facility was completed, the congregation took up residence at the corner of Big Beaver and Adams; and

WHEREAS, **Central Woodward Christian Church** continues its ministry that has long been known for its fine music ministry, its preaching ministry, and its educational ministries; and

WHEREAS, The changes that **Central Woodward Christian Church** has seen in the last 30 years are remarkable as they have continuously grown over the years. Throughout the Church's 30-year history the congregation has had outstanding leadership with four pastors, Rev. Robert H. Boyte, 1979-1988; Rev. Dr. Daniel Kuhn, 1988-1999; Rev. Dr. Rebecca Brown, 1999-2008; and Rev. Dr. Robert Cornwall, 2008-present; and

WHEREAS, **Central Woodward Christian Church** has an active Stephen's Ministry program that provides pastoral and spiritual care to members and non-members. It also has an active ministry in the community, which includes participation in the Troy Interfaith Group, the Troy Clergy Group, Habitat for Humanity, South Oakland Shelters, and more; and

WHEREAS, Among its most recent community outreach events, **Central Woodward Church** hosted the Troy Interfaith Group's International Day of Peace event in September 2008 and a community Good Friday service in April 2009; and

NOW, THEREFORE, BE IT RESOLVED, That the Troy City Council does hereby congratulate **Central Woodward Christian Church on its 30th Anniversary** and recognizes its impact upon not only its membership, but on the entire community; and

BE IT FURTHER RESOLVED, That the City Council joins the citizens of this community in appreciation and celebration of **Central Woodward Christian Church's 30th anniversary** as they enter into their future with dedication to both their faith and expanding their ministry in our community and beyond.

Presented this 14th day of September 2009.



CITY COUNCIL ACTION REPORT

September 9, 2009

TO: John Szerlag, City Manager

FROM: John M. Lamerato, Assistant City Manager/Finance & Administration
Susan A. Leirstein, Purchasing Director
Gary G. Mayer, Chief of Police
Timothy L. Richnak, Public Works Director

SUBJECT: Standard Purchasing Resolution 8 – Best Value Award
Towing Services

Background

On July 23, 2009, request for proposals were received for three (3) year requirements of Towing Services with an option to renew for three (3) additional years. Even though pricing was submitted at this time, it was sealed in a separate envelope, retained by the Clerk's Office and opened publicly on August 12, 2009. Therefore, phases one (1) through three (3) of the evaluation process could be completed before the pricing was revealed.

A Request for Proposal (RFP) was sent to forty three (43) towing companies through the Michigan Intergovernmental Trade Network (MITN) e-procurement website at www.mitn.info. RFP's were received from three (3) towing companies; all three (3) towing companies met the pass/fail criteria established for towing services.

The towing contract is maintained by the Police Department and is also utilized by the Fleet Maintenance Division. In general, towing services are used for the following reasons:

- Removal of vehicles from traffic crash scenes, or when impeding or creating a hazard.
- Impoundment of vehicles from the scene of an arrest.
- Towing or moving of City owned vehicles for service, repair, or when disabled.

The City of Troy does not have its own wreckers to provide this service. The City maintains a towing contract to set and oversee the pricing of services provided to our citizens and those who may have an emergency while in the limits of the City of Troy

The three (3) companies were evaluated by a City evaluation team and each team member independently calculated a weighted score based on their review of the proposals and storage facilities. These individual scores were averaged into one score for each company, comprising sixty (60) percent of their final score.

The pricing portion of the RFP was then opened in a public opening on August 12, 2009. The score from the pricing phase was calculated using a standard weighted formula, comprising forty (40) percent of each bidder's final score.

September 9, 2009

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

Background (continued)

Coleman’s Towing is the overall best value and the lowest cost proposal; they have provided towing services to the City for more than twenty (20) years. Coleman’s towing and storage facility is based in Troy. They have agreed to six-month periodic comprehensive performance reviews of their services and financial matters. The City shall be the sole judge of inadequate performance under the agreement.

Troy enhances the livability and safety of the community by minimizing the cost to our citizens and those traveling through the City of Troy. It is essential that those who serve the community maintain a good image with our citizens and the general motoring public by providing a service that represents the values of our City government.

Financial Considerations

- The contractor is only paid for services rendered based on the unit prices contained in the tabulation.
- There is no commitment by the City for a minimum or maximum contract amount by entering into an agreement with Coleman’s Towing.
- The majority of fees for services will be paid for by citizens, people traveling through the City of Troy, and automobile insurance companies.
- The City of Troy will be responsible for fees on City owned vehicles towed at the request of City of Troy personnel.
- The Police Department budget includes funds for towing services that are required for the towing of Police vehicles as well as for vehicles seized for forfeiture.

Legal Considerations

- RFQ/RFP-COT 09-24 for Towing Services was competitively bid as required by City Charter and Code.
- The award is contingent upon contractor’s submission of properly executed proposal and contract documents, including agreements, insurance certificates and all other specified requirements.

Recommendation

Staff recommends awarding a three-year contract for Towing Services with an option to renew for three (3) additional years to the best value and lowest cost proposal submitted by Coleman’s Towing of Troy, Michigan at unit prices contained in the tabulation opened August 12, 2009, a copy of which shall be attached to the original Minutes of this meeting.

Where legal review is necessary:

Approved as to Form and Legality:

Lori Grigg Bluhm, City Attorney

Date



EXECUTIVE SUMMARY

TOWING SERVICES

STATISTICS:

- ◆ **Forty-three (43) companies were notified via the MITN e-procurement website**
- ◆ **Three (3) proposals were received**
- ◆ **All three (3) companies met the pass/fail criteria**
- ◆ **The City's evaluation team visited all three (3) companies storage yard locations**
- ◆ **Coleman's Towing & Recovery Inc received the highest scores 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 site visit selection criteria. Site visits were conducted at all four company locations.

Company	SCORE
Coleman's Towing & Recovery Inc.	86
A & M Service Center Inc.	67
Bob Adams Towing / Byers Wrecker Service	49

Attachments:

- ✓ Weighted Final Scoring Including Proposal, Site Visit and Pricing Scores
- ✓ Evaluation Selection Process
- ✓ Original Tabulation



WEIGHTED FINAL SCORING
TOWING SERVICES

City of Troy Final Score Calculation:

40% x Price Score
30% x Site Visit Score
30% x Proposal Score
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 both proposal and the site visit, from highest to lowest. For the price score, vendors are listed in the order they appeared in the summary. For the final score and cumulative score the vendors are listed in the order of rating from highest to lowest.

Weighted Average Score for Proposals: 30% - Phase 2

Raters:	1	2	3	Average	Final Weighted Score (x .30)
Vendors:					
A & M Service Center Inc.	96	98	95	96	96 x .30 = 29
Bob Adams Towing / Byers Wrecker Service	87	95	98	93	93 x .30 = 28
Coleman's Towing & Recovery Inc.	77	83	100	87	87 x .30 = 26

Weighted Average Score for Site Visit: 30% - Phase 3

RATERS	1	2	3	Average	Final Weighted Score (x .30)
Vendors:					
A & M Service Center Inc.	78.5	88	78	81.5	81.5 x .30 = 24
Bob Adams Towing / Byers Wrecker Service	66.5	65	82	71	71 x .30 = 21
Coleman's Towing & Recovery Inc.	51.5	68	82	67	67 x .30 = 20

Summary: Proposal and Site Visit Scores

	Proposal Score	Site Visit Score	Score
Vendors:			
A & M Service Center Inc.	29	24	53
Bob Adams Towing / Byers Wrecker Service	28	21	49
Coleman's Towing & Recovery Inc.	26	20	46

Weighted Average Score for Price: 40% - Phase 4

	Weighted Criteria - [1-(Proposal Price - Lowest Proposal Price) / lowest proposal price] x available points	Final Weighted Score (x .40)
Vendors:		
A & M Service Center Inc.	{1-(232,918 - 140,673)/140,673} x 100 = 34	34 x .40 = 14
Bob Adams Towing / Byers Wrecker Service	{1-(303,509 - 140,673)/140,673} x 100 = 0	0 x .40 = 0
Coleman's Towing & Recovery Inc.	{1-(140,673 - 140,673)/140,673} x 100 = 100	100 x .40 = 40



FINAL SCORE:

VENDORS:	Coleman's Towing & Recovery Inc	A & M Service Center	Bob Adams Towing / Byers Wrecker Service
Proposal Score	26	29	28
Site Visit Score	20	24	21
Price Score	40	14	0
FINAL SCORE	86	67	49

**HIGHEST RATED VENDORS – RECOMMENDED AWARD

G:/ Bid Award 08-09 New Format / Best Value SR8 – RFP – Purchasing – Towing Services – WeightedRatingSummary 08.09.doc



SELECTION PROCESS

Towing Services
Page 1 of 1

CRITERIA FOR SELECTION

The identified 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 (Pass / Fail)

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

Phase 2: Evaluation of Proposals (30%)

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 company for this phase of the process.

Phase 3: Site Visit Evaluation Process (30%)

The City Committee will use a weighted score sheet to evaluate the Company Facilities at the time of the site visit. Each Committee Member will calculate a weighted score. The scores of all the Committee Members will be averaged into one score for each bidder for this phase of the process.

Phase 4: Price (40%)

The separately sealed envelope containing the pricing pages for each company will be opened only upon the company's successful completion of Phases 1 – 3, and only after all final evaluation forms / rating sheets have been submitted to the City's Purchasing Department. Purchasing will compile all scores to determine the highest rated company.

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

30% Proposal Score (100 point base)
30% Site Visit Score (100 point base)
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.

FIRM NAME:

Coleman's Towing & Recovery, Inc	A & M Service Center Inc.	Bob Adams Towing / Byers Wrecker Service
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PROPOSAL: TO PROVIDE TOWING SERVICES TO THE CITY OF TROY

ITEM	ESTIMATE	SERVICE - PRIVATE VEHICLES	UNIT COST	UNIT COST	UNIT COST
1	2200	Vehicles up to 5,000 lbs. (Accidents and Impounds)	\$ 48.00	\$ 85.00	\$ 115.00
2	250	Vehicles over 5,001 lbs. (Accidents and Impounds)	\$ 48.00	\$ 85.00	\$ 115.00
3	5	Vehicles over 10,000 lbs.	\$ 195.00	Based on 2 Hour Min \$ 175.00	Charge per Hour \$ 250.00
4	5	Accident vehicles over 10,000 lbs.	\$ 195.00	Based on 2 Hour Min \$ 175.00	Charge per Hour \$ 250.00
5		Straight pick-ups (re-location of vehicles)			
5a.		Vehicles up to 10,000 lbs.	\$ 70.00	\$ 55.00	\$ 90.00
5b.		Vehicles over 10,001 lbs.	\$ 85.00	Based on 2 Hour Min \$ 75.00	Charge per Hour \$ 85.00
6		Tows from and/or to locations more than 5 miles outside of the City of Troy: amount per mile in addition to the basic towing fee	\$ 3.00 (per mile)	\$ 3.50 (per mile)	\$ 5.00 (per mile)
7		Service calls within the City of Troy			
7a.		Vehicle jump-start	\$ 40.00	\$ 55.00	\$ 55.00
7b.	50	Vehicle lock-out	\$ 45.00	\$ 55.00	\$ 50.00
7c.	200	Return vehicle to roadway	\$ 55.00	\$ 55.00	Chrgd by 20 min increments under 10,000 GVWR \$ 45.00
7d.		Tire change (per tire)	\$ 45.00	\$ 55.00	\$ 65.00
7e.		Service call- other (separate cars, etc.)	\$ 55.00	\$ 55.00	\$ 55.00
8		Additional dolly (charge not allowed for flatbed)	\$ 45.00	N/C	\$ 75.00
9		Labor charge per man hour for on scene, additional or standby personnel (per man hour)	\$ 45.00 (per man hour)	\$ 45.00 (per man hour)	\$ 75.00 (per man hour)
10		Storage fee per day- Standard parking	\$ 14.00	\$ 15.00	\$ 20.00
10a.		Storage fee per day- Oversize parking	\$ 26.00	\$ 20.00	\$ 60.00
		ESTIMATED TOTAL: SERVICE - PRIVATE VEHICLES	\$ 132,800.00	\$ 223,750.00	\$ 295,750.00

ITEM	ESTIMATED	SERVICE - CITY OWNED VEHICLES	UNIT COST	UNIT COST	UNIT COST
1	160	Vehicles up to 12,000 GVWR (includes accidents)	\$ 30.00	\$ 35.00	\$ 30.00
2	10	Vehicles 12,001 - 16,000 GVWR (includes accidents)	\$ 65.00	\$ 75.00	\$ 30.00
3	10	Vehicles 16,001 - 80,000 GVWR Includes Off Road Equipment / accidents	\$ 65.00	\$ 125.00	Charge per Hour \$ 125.00
4	4	Remove Each Axle Shaft and / or Drive Shaft	\$ 20.00	\$ 25.00	N/C
5	7	Tows from and/or to locations more than 10 miles outside of the City of Troy: amount per mile in addition to the basic towing fee	\$ 3.00 (per mile)	\$ 3.00 (per mile)	\$ 4.00 (per mile)
6	12	Road Service within Troy including jump starts	\$ 30.00	\$ 35.00	\$ 30.00
6a.		Additional dolly (charge not allowed for flatbed)	\$ 30.00	N/C	\$ 30.00
6b.		Labor charge per man hour for additional man-power	\$ 40.00 (per man hour)	\$ 25.00 (per man hour)	\$ 30.00 (per man hour)
6c.	15	On-road tire replacement (Road Call)	\$ 35.00	Under 10,000 GVW \$ 35.00	Vehicles 5,000 GVWR and Less \$ 30.00

Opening Date -- 8/12/09
 Date Reviewed -- 8/12/09

CITY OF TROY
 TABULATION
 TOWING SERVICES - PRICE ONLY

FIRM NAME:

Coleman's Towing & Recovery, Inc	A & M Service Center Inc.	Bob Adams Towing / Byers Wrecker Service
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PROPOSAL: TO PROVIDE TOWING SERVICES TO THE CITY OF TROY

ITEM	ESTIMATE	SERVICE - CITY OWNED VEHICLES	UNIT COST	UNIT COST	UNIT COST
7		Transport vehicle to Out of Troy Auction Sites or dealers, etc. – amount per mile in addition to the basic towing fee as follows:			
7a.		Cars, Vans and Pick-ups	\$ 3.00 (per mile)	\$ 3.00 (per mile)	\$ 4.00 (per mile)
7b.		Vehicles/equipment from 12,000 to 16,000	\$ 3.00 (per mile)	\$ 3.00 (per mile)	\$ 4.00 (per mile)
7c.	4	Vehicles/ equipment from 16,001 GVWR and over	\$ 3.00 (per mile)	\$ 3.00 (per mile)	\$ 4.00 (per mile)
8		Vehicle requiring assistance to place back on roadway (stuck) as follows:			
8a.	6	Cars, Vans, and Pick-ups	\$ 40.00	\$ 35.00	\$ 30.00
8b.		Vehicles/ equipment from 12,001 - 16,000	\$ 65.00	\$ 55.00	\$ 60.00
8c.	3	Vehicles/ equipment from 16,001 – 80,000 GVWR including construction equipment	\$ 150.00	\$ 75.00	\$ 125.00
9	1	Towing two (2) vehicles with one (1) Truck	\$ 85.00	\$ 55.00	Mileage chrg only on second vehicle - no hook up
<i>ESTIMATED TOTAL: SERVICE - CITY OWNED VEHICLES</i>			\$ 7,873.00	\$ 9,168.00	\$ 7,759.00
ESTIMATED GRAND TOTAL: PRIVATE AND CITY OWNED VEHICLES			\$ 140,673.00	\$ 232,918.00	\$ 303,509.00

based on items with an estimated annual count only

Susan Leirstein CPPB
 Purchasing Director

ATTEST:

Cheryl Stewart

Russell Weipert

Linda Bockstanz

Julie Hamilton

AGREEMENT FOR TOWING SERVICES

This Agreement is entered into this _____ day of September, 2009, between the City of Troy, a Michigan municipal corporation, whose address is 500 W. Big Beaver Road, Troy, Michigan 48084, (hereinafter referred to as "CITY") and Coleman's Towing & Recovery, Inc., 1871 Birchwood, Troy, Michigan 48083, (hereinafter referred to as "CONTRACTOR").

RECITALS

- A. WHEREAS, CITY finds it necessary to utilize the services of CONTRACTOR for towing and/or storage of vehicles where the Troy Police Department is on the scene either because of an accident or incident, or because a vehicle is interfering with the orderly flow of traffic; and
- B. WHEREAS, CITY desires that services and charges for towing and/or storage be consistent to vehicle owners, whether the owners desire that their vehicles are towed to CONTRACTOR'S vehicle storage yard and/or facility or a dealership or another location other than CONTRACTOR'S vehicle storage yard and/or facility; and
- C. WHEREAS, CITY will be recommending the CONTRACTOR for towing and/or storage services at the scene, and that but for that recommendation, the CONTRACTOR might not be towing and/or storing the vehicle;

D. WHEREAS, it is important for the reputation of the CITY and CONTRACTOR that prices charged for the towing and/or storage of a vehicle from a scene where a Troy police officer has recommended CONTRACTOR, be consistent for all referrals by the Troy Police Department and within the terms of this Agreement; and

E. WHEREAS, the CITY wishes to engage CONTRACTOR to provide these services;

Now, therefore, in consideration of the covenants and agreements contained herein, CITY and CONTRACTOR agree as follows:

1. SCOPE

A. The term "CONTRACTOR" as used in this Agreement shall mean Coleman's Towing & Recovery, Inc., as incorporated in the State of Michigan under Corporate ID No. 243205 only. Affiliates or assumed names entities are not parties to this Agreement. Use of subcontractors, affiliates or assumed name entities, without the prior approval of the Troy Police Department or the Troy Department of Public Works-Fleet Division on each specific occasion that CONTRACTOR requests use of a subcontractor, affiliate or assumed name entity, shall result in termination of this Agreement.

B. The term "wrecker" in either this Agreement or any related document shall mean "tow truck".

C. During the term of the Agreement, CONTRACTOR shall provide services as defined in CITY'S Request for Proposal (RFQ-REQUEST FOR PROPOSAL 09-24) documents, including but not limited to the Instructions and Specifications – Part I and Part II and CONTRACTOR'S Response to Request for Proposal (including, but not limited to any

e-mails). All such documents are incorporated and made a part of this Agreement to the extent that their terms do not conflict with the terms herein. The CONTRACTOR 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 contract in the manner, time, and place as therein set forth. The required services are generally described as follows:

- A. Removal, impounding and/or storage of automobiles, abandoned or illegally parked vehicles, non-drivable vehicles at accident scenes; impounding vehicles related to arrest; towing of City owned vehicles for any reason; and the towing or storage of any vehicle as directed by the Troy Police Department or the Troy Department of Public Works-Fleet Division.
- B. Service calls for vehicle lock-outs, returning of vehicles to the roadway, tire replacement, jump starts and similar on road services.
- C. Towing of vehicles to locations within and outside of the City as designated by CITY, the Troy Police Department, and Troy Department of Public Works – Fleet Division or the owner / operator of the vehicle being towed.
- D. Clearing of all debris from the scene as part of towing service.

CITY shall have the complete discretion to determine whether or not to contact CONTRACTOR for services under this Agreement; however, if any of the services listed above are needed the Troy Police Department shall contact CONTRACTOR, unless a

private citizen specifically requests the services of another provider. CITY has the complete discretion to determine whether or not a vehicle is illegally parked, or abandoned.

2. LOCATION OF STORAGE YARD AND/OR FACILITY. CONTRACTOR shall maintain a storage yard and/or facility at 1871 Birchwood, Troy, Michigan 48083. This storage yard and/or facility shall not be relocated without the prior written consent of the CITY. No other storage yard and/or facility shall be used for vehicles towed or stored under this Agreement with the exception of vehicles towed to the CITY'S storage facility and/or City-owned vehicles when CITY has requested that they be stored in a different facility.

3. HOURS AND AVAILABILITY: CONTRACTOR shall provide towing and/or storage services 24 hours per day, 7 days per week. The CONTRACTOR shall supply the Troy Police Department and the Troy Department of Public Works – Fleet divisions with one telephone number which will be used for all towing and/or impound requests. Requests for services from the Troy Police Department or the Troy Department of Public Works-Fleet Division shall have priority over all other calls for service. CONTRACTOR shall respond to the scene within twenty (20) minutes. If CONTRACTOR is unable to respond to the scene within twenty (20) minutes, CONTRACTOR must inform the police officer, police dispatch center or the city employee in charge at the scene of this fact at the time of the initial call in. In cases where the CONTRACTOR states he/she is unable to respond within twenty (20) minutes, the police officer, or city employee in charge at the scene will have the right to obtain these services from a secondary service provider. The

CONTRACTOR will be charged the difference between his/her contracted rates and the rates charged by the secondary service provider in the event of an upcharge.

If CONTRACTOR does not respond within twenty (20) minutes and does not inform the police officer, police dispatch center or city employee in charge of the scene of the delay at the time of the initial call in, the police officer or city employee in charge of the scene has the right to call on the services of a secondary provider. The police officer or city employee in charge of the scene has the sole discretion to determine whether or not the required response time has been met. In the event the CITY has determined that the CONTRACTOR did not respond within the designated time frame, the CITY in its sole discretion reserves the right to hold the CONTRACTOR in default of contract.

In cases of emergency as determined by the CITY in its sole discretion, or when CONTRACTOR or a secondary service provider is unable to provide services as delineated in this Agreement, the CITY reserves the right to obtain services from other providers. CONTRACTOR will be charged the difference between the contracted rates and the rates charged by the other service providers in the event of an upcharge.

4. POLICE OFFICER OR CITY EMPLOYEE IN CHARGE AT SCENE: Whenever CONTRACTOR is responding to a call from the Troy Police Department or the Troy Department of Public Works – Fleet Division, the police officer or city employee in charge of the scene shall have supervision over the disposition of the vehicle(s) up to and including transportation of the city owned and non-city owned vehicle(s) to CONTRACTOR'S or CITY'S storage yard and/or facilities or, upon direction by the city employee or owner/operator(s) of the vehicle to any other facility, including those

outside of the City of Troy. CONTRACTOR, through its driver / operator, shall give full and complete cooperation to the officer(s) at the scene, unless dismissed by the officer(s). This includes, but is not limited to CONTRACTOR's obligation to cooperate with the police officer(s) or the vehicle owner/ operator's directions concerning towing to a facility.

5. PERSONNEL: Wrecker operators shall be qualified, trained employees of CONTRACTOR. At all times, CONTRACTOR shall have a minimum of two (2) wrecker operators on duty and available between the hours of 7:00 a.m. and 2:00 a.m. Between the hours of 2:00 a.m. and 7:00 a.m. at least one (1) wrecker operator shall be on duty and available, and at least one (1) other wrecker operator shall be on call and available to respond within twenty (20) minutes of being called.

CONTRACTOR'S employees shall act courteously, responsively and responsibly towards the vehicles owner and/or agent of each vehicle towed, stored, and/or impounded at the direction of CITY.

CONTRACTOR'S employees shall cooperate with the CITY in handling inventory and recording of criminal evidence and personal property when requested by the employees of the Troy Police Department. When requested to do so, CONTRACTOR's employees shall provide information regarding any and all vehicles towed, stored or impounded by the Troy Police Department to the designated employee of the Troy Police Department. A designated Troy Police Department representative shall also have access to the storage yard and/or facility at all times.

CONTRACTOR'S employees shall ensure that no part is removed from any vehicle towed for the Troy Police Department unless the impounding officer or his/her designee specifically authorizes that removal.

CONTRACTOR shall be responsible for staffing each wrecker under its care and custody, including those owned, leased, or rented equipment, with an operator who shall:

- A. Not have a history of substance abuse;
- B. Be able to communicate fluently using the English language;
- C. Be free of any disabilities which would preclude him or her from performing the required tasks;
- D. Be trained in the proper handling of vehicles so as not to cause undue damage; and
- E. Be licensed to carry out the required tasks.
- F. Have their name visible on their work apparel, as well as supply their name when requested by City personnel or the owner/operator.

CONTRACTOR, upon request from the CITY, shall allow access to all driver qualification files as required under the provisions of the Commercial Drivers License statute. CONTRACTOR shall provide a list of all drivers, (including all drivers hired after the execution of this Agreement), and their driver's license numbers upon execution of this contract, and within ten (10) days after a new hire. CONTRACTOR shall also provide a detailed listing of all training received by each driver/ equipment operator and a summary of their experience both with the CONTRACTOR and also with previous employers. All personnel operating any vehicles for the CONTRACTOR under this

Agreement shall comply with all federal, state operator's licensing statues and regulations and City of Troy ordinances, including, but not limited to the Motor Vehicle Code and the Motor Carrier Safety Act, if applicable.

6. LICENSING OF FACILITY AND SERVICE: CONTRACTOR shall be and remain licensed by the Michigan Public Service Commission ("MPSC") for the transportation of wrecked or disabled vehicles within the City of Troy and other points of the State. The CONTRACTOR must also possess all other licenses or permits required by the state or federal government for the operation of a wrecker or storage yard within the City of Troy or elsewhere as may be required to fulfill the Agreement. Termination and/or expiration of any licenses under this section shall result in immediate termination of this Agreement.

7. EQUIPMENT: CONTRACTOR shall have no less than two (2) wreckers available 24 hours per day, 7 days per week. CONTRACTOR shall provide and maintain equipment as outlined below:

Minimum Number	Type of Vehicle	Response Time
1	Light Duty wrecker	20 minutes
2	Flat beds	20 minutes
2	Medium Duty wreckers	45 minutes
1	Heavy Duty wrecker	45 minutes

Equipment may be rented or leased from other contractors. Use of subcontractors, affiliates or assumed name entities, without the prior approval of the Troy Police Department or the Troy Department of Public Works-Fleet Division on each specific occasion that CONTRACTOR requests use of a subcontractor, affiliate or assumed name entity, shall result in termination of this Agreement.

All vehicles shall be equipped as described in Request for Proposal - Instructions and Specifications – Part I and Part II.

CITY reserves the right to hire specialized equipment outside of this Agreement, when needed, including but not limited to, mobile cranes, or other heavy rescue equipment.

CONTRACTOR shall allow the Troy Police Department and the Troy Department of Public Works – Fleet Division to conduct at least one annual safety inspection on each piece of equipment used to fulfill this Agreement. CONTRACTOR shall also allow additional inspections, in CITY'S discretion, if deemed necessary by the Troy Police Department and/or the Troy Department of Public Works – Fleet Division.

All vehicles and equipment operated for towing under the terms of this Agreement shall be in compliance with qualifications, equipment, size, weight and load restrictions of the Motor Vehicle Code and/or the Motor Carrier Safety Act, if applicable, and any State statutes, federal statutes or regulations and/or Troy ordinances. Failure to comply with this provision may result in the vehicle being placed out of service pursuant to State statute, federal statute and regulations or City ordinances and may result in a default under this Agreement.

8. SERVICE CALL CANCELLATION: CITY reserves the right to cancel a request for the services of the CONTRACTOR at any time, including up to the time of hook-up or loading, without either CITY or owner/operator of the vehicle incurring any charges. If the owner of the vehicle arrives on the scene before the vehicle is towed, and, in the opinion of the officer in charge of the scene, the vehicle can be safely moved by the

owner, no charge will be made. CONTRACTOR agrees that the mere response to a service call does not rise to the level of a service call for which charges are applicable.

9. CONDITION OF THE SCENE: CONTRACTOR shall be responsible for the clearing of vehicles and all other debris from the scene as directed by the officer in charge or as is necessary for the safety of other motor vehicles. Clean up costs, including labor and the use of materials shall be included in the towing fee. No additional charges of any type may be included on the invoice unless those charges are pre-approved by the police officer or Department of Public Works –Fleet Division employee on the scene. Any invoice shall specify the name of the individual authorizing the charges and the type of services provided.

10. VEHICLE STORAGE AND STORAGE YARD AND/OR FACILITY; PUBLIC INFORMATION SIGNAGE; HOURS OPEN TO THE PUBLIC AND REQUIRED

PAPERWORK: CONTRACTOR shall be responsible for all damages to and thefts from the vehicles while they are in the storage yard and/or facility or otherwise in its custody. All vehicles shall only be towed to and stored in the storage yard or facility at 1871 Birchwood, Troy, Michigan 48083, unless CONTRACTOR'S employee is otherwise instructed by the police officer or city employee in charge at the scene or by the owner/occupant of the vehicle either at the initial or second tow. Locations other than the storage yard / facility must be noted on impound form.

The storage yard and/or facility shall be available to receive vehicles 24 hours per day, 7 days per week. CONTRACTOR shall maintain consistent workday hours at the storage yard/ facility from Monday through Sunday, as further described below. Vehicles shall be available for release during these posted work hours, which must be

approved by the CITY and be prominently posted and clearly visible, along with a schedule of the standard towing, mileage and storage fees. Such posting must be on a window or outside wall that is visible from the street in front of 1871 Birchwood, Troy, Michigan 48083. CONTRACTOR shall also place a sign visible and legible to the public that states: "You may hire any towing company to tow your vehicle from this facility" and a second sign visible to the public that lists what paperwork is required for release of a non-city owned vehicle. If CONTRACTOR requires any additional paperwork, which is not listed on the sign, for the release of non-city owned vehicles, this requirement for additional paperwork shall be approved by the Troy Police Department. All signs and postings required under this section shall be accessible to and easily seen by the general public from outside of the building.

The storage yard/ facility shall meet the following requirements at all times during the term of this Agreement:

- A. The site shall be properly licensed and shall be operated in accordance with any federal, state, county or local laws and ordinances pertaining to the operation of such yards or facilities. Since the yard is to be located within the City of Troy, CONTRACTOR shall have obtained Special Use approval for outdoor storage of vehicles in accordance with the Troy Zoning Ordinance.
- B. The site shall contain a minimum of one (1) contiguous acre of vehicle storage area.
- C. Vehicle storage or parking spaces shall have gravel surfaces or other surface acceptable to the CITY. All spaces shall have minimum

dimensions of 10 feet by 20 feet, which will be considered a standard parking space. Only when a vehicle exceeds the dimension of a standard space either by length or width is it appropriate to charge for an oversized space for the vehicle.

D. Driveways providing access to the vehicle storage yard or facility area from the frontage street shall be paved in the same manner as off-street parking areas.

E. Office facilities shall provide for a 24 hour per day, 7 days per week operator/attendant who shall be responsible for the security of the yard and facility and the administration of vehicles between the hours of 8:00 a.m. and 5:30 p.m., Monday thru Friday; 9:00 a.m. to 4:00 p.m., Saturdays; and 9:00 a.m. to 1:00 p.m. on Sundays. These hours are the minimum workday hours that will be acceptable to the City.

11. DISPOSAL OF VEHICLES. CONTRACTOR shall allow CITY the space, access and time at the storage yard/ facility to set up a public viewing for purposes of accepting public bids for vehicles or groups of vehicles that are at the storage yard/ facility. The CITY shall determine when such space and access is required.

CONTRACTOR shall assist the Troy Police Department in the disposal of all unclaimed vehicles in accordance with federal, state, county and local laws and ordinances. The storage yard/ facility shall be made available upon request of the Troy Police Department for purposes of disposal of unclaimed vehicles and related equipment, including but not limited to public auctions. CONTRACTOR shall be entitled to receive from any such sale monies received from each individual vehicle/equipment

sale up to an amount equal to towing and storage fees owed the CONTRACTOR for that vehicle/equipment. All monies received in excess of such fees shall be disbursed according to applicable State law (MCL 257.252, et. seq.)

CONTRACTOR agrees to pay all auctioneers' fees, if any, on any vehicle sold through auction. Contractor agrees to supply all needed manpower, as determined by the Troy Police Department, to conduct an auction, at no cost to the CITY. However, CONTRACTOR will not pay the salaries of any City employees assigned by the City to assist with the auction. The City will have final approval of all auctioneers.

CITY shall set the minimum acceptable bid for public sale of any vehicle or group of vehicles, or equipment. If any vehicle or equipment is not sold and the CITY does not wish to take possession, or prepare the vehicle for a later auction date, CONTRACTOR shall become the owner of the vehicle, group of vehicles, or equipment and shall be responsible for the disposal.

12. DAMAGE TO CITY VEHICLES: CONTRACTOR shall be responsible for any damage to City vehicles that are caused by CONTRACTOR'S operators. All repair work on damaged City vehicles will be performed by the Troy Department of Public Works – Fleet Division or a City approved facility. If a City approved facility is utilized, the Troy Department of Public Works – Fleet Division will handle all necessary arrangements with the facility to accomplish the repairs. The CITY will invoice CONTRACTOR for the City's cost to repair the vehicle(s), including all parts and labor.

13. METHOD OF PAYMENT FOR TOWING AND/OR STORAGE: CONTRACTOR shall make available to vehicle owners/operators a method to receive payment by credit card, debit card or other electronic means available to the general public. This service

must be made available within thirty (30) days of the execution of this contract.

CONTRACTOR may charge an additional reasonable fee to the credit card user to recover the cost of offering this type of electronic transaction. These additional fees must be submitted to the Troy Police Department for approval and posted along with the fee schedule at the place of business, as set out in Paragraph 10. Credit cards, debit card or other electronic means available to the general public must be allowed for payment on all tows, with the exception of impounds resulting from arrests. Cash payments must also be allowed for all tows.

14. CONTRACTOR'S FEES AND ADMINISTRATIVE FEE. CONTRACTOR shall collect the amounts for all towing and/or storage fees for vehicles towed, impounded or stored (after removal from the scene at the request of the Troy Police Department) from the vehicle's owner or agent, in accordance with the service fees that were itemized in CONTRACTOR's response to Request for Proposal. Those stated fees are applicable for all vehicles, whether the vehicle is towed to CONTRACTOR'S storage yard/ facility or to a different location designated by the vehicle operator/owner. Storage fees may only be charged if the vehicle is stored on the Contractor's lot and as set forth in this Agreement.

If the "Abandoned and Impounded Vehicle Report" reflects that the vehicle is to be towed to CONTRACTOR'S storage yard/ facility, but the police officer or owner/operator subsequently gives instructions to CONTRACTOR or any of its employees that the vehicle is to be towed to a different location, CONTRACTOR shall tow that vehicle to the location subsequently indicated by owner/operator. These terms and conditions apply whether or not the vehicle is already physically on

CONTRACTOR'S storage yard/facility. If already in the storage yard/facility, the vehicle must be towed out (also known as a "second tow") at the same price as set out in CONTRACTOR'S Response to Request for Proposal, plus actual mileage. The towing fees quoted herein shall also apply when the police officer or vehicle owner/ operator directs the CONTRACTOR or any of its employees to tow the vehicle to a different location, no matter how long the vehicle has been physically present on the CONTRACTOR'S storage yard/ facility. Under no circumstance shall a towing charge be more than the figure set out in the CONTRACTOR'S Response to Request to Proposal. For example, the towing charge shall be forty-eight (\$48.00) dollars for non-city owned vehicles under 10,000 pounds, whether it is a tow to CONTRACTOR'S facility, another facility named by the owner or a tow from the CONTRACTOR'S facility to another facility. Labor charges, clean up charges, or any additional charge not previously approved by the City shall not be charged for any tow under this Agreement. Any mileage charge shall be in strict compliance with CONTRACTOR'S Response to the REQUEST FOR PROPOSAL, and shall not include fuel fees or other charges that are not specifically included. Any other fee that is expressly set out in the CONTRACTOR'S Response to Request for Proposal must be strictly complied with. These provisions shall be considered material terms of the Agreement and CONTRACTOR shall be terminated for a violation thereof.

If the vehicle operators/owners or their agents claim the vehicle on the day of the tow to the CONTRACTOR'S storage yard/facility (first day), they shall not be charged for storage. If vehicle operator/owners or their agents claim the vehicle on the day after the tow (second day), they shall only be charged for one day of storage; provided the

vehicle was in the storage yard for one (1) hour or more prior to the closing time of the first day. If the vehicle arrives after working hours (closing time), and the operator/owner or agent cannot therefore claim the vehicle on that day, no storage fee may be charged for that day, regardless of how long the vehicle is on CONTRACTOR'S storage yard. Thereafter, if the vehicle is not claimed until the third day after the tow to CONTRACTOR'S storage yard and/or facility, CONTRACTOR may charge fees as set out in their Response to Request for Proposal, from the first day of storage forward. These provisions shall be considered material terms of the Agreement and CONTRACTOR shall be terminated for a violation thereof.

At the time a vehicle that is towed or impounded under this Agreement is released from custody, or at any other time when the tow bill is paid, the CONTRACTOR shall collect for the CITY an Administrative Fee in the amount set by City Council. The Administrative Fees collected on behalf of the City will be submitted to the Troy Police Department each quarter, after CONTRACTOR receives an invoice from the City. The current Administrative fee is \$10.00. CONTRACTOR acknowledges that the Administrative Fee is subject to change by resolution of City Council, in its discretion. The Administrative Fee may be changed at any time.

In cases where the Troy Police Department has merely been the intermediary in the summoning of aid on behalf of the vehicle's operator/owner or their agent, and the vehicle has not been taken into custody by the Troy Police Department, CONTRACTOR'S fees will be collected by CONTRACTOR directly from the vehicle operator/owner or their agent and the Administrative Fee shall still be collected and paid to the CITY.

15. RELEASE OF VEHICLE TO OWNER/OPERATOR, AGENT OR INSURANCE

COMPANY AGENT. CONTRACTOR shall not withhold a vehicle from any individual, owner/operator, agent or insurance company agent because of non-payment for towing and/or storage of a different vehicle owned or insured by that individual, owner/operator, or company.

16. COMPLAINT PROCEDURE. Any complaints of any nature concerning CONTRACTOR from Troy Police Department, Troy Department of Public Works-Fleet Division, any City employee, and/or members of the public regarding CONTRACTOR'S services, pricing or any term or condition of this Agreement for city owned or non-city owned vehicle shall be forwarded to the Troy Purchasing Director. Troy Purchasing Director shall forward to CONTRACTOR any oral or written complaints received by the CITY, and written complaints shall be mailed to CONTRACTOR at the storage yard/ facility address within 3 days of receipt of the complaint. CONTRACTOR shall have 3 days to respond to the Troy Purchasing Director regarding that complaint. The Troy Purchasing Director shall also inform the Troy Police Department, the Troy Department of Public Works – Fleet Division and the City Manager of any received complaints about CONTRACTOR, and shall conduct an investigation into the allegations in the complaint. The Troy Purchasing Director or his/her designee or employees of the Troy Police Department and/or the Department of Public Works – Fleet Division shall be allowed to talk directly with the individual against who the complaint is registered as part of the CITY'S fact finding responsibility. If the Troy Purchasing Director finds that the complaint has merit and rises to an alleged breach of this Agreement, and is not satisfied with the CONTRACTOR's response to the complaint, he/she will notify the CONTRACTOR and the Troy City Manager of CONTRACTOR'S

failure to provide an adequate response. CITY shall exercise whatever options are provided for under this Agreement.

CONTRACTOR shall be required to send the Troy Purchasing Director copies of any received complaints, whether oral or written, regarding its services, as well as a written response to that complaint. The Troy Purchasing Director will review the complaint and response, and take whatever action, if any, that is provided for under this Agreement. Failure to intentionally provide a copy of any complaint, whether oral or written, submitted to CONTRACTOR by the public or someone CONTRACTOR has serviced in the City of Troy shall result in termination of the Agreement.

17. REPORTS AND RECORDS. At the time of a towing and/or impound, CONTRACTOR'S wrecker operators shall accompany and assist the officer in a physical inspection of each vehicle towed and/or impounded. The standard "Abandoned and Impounded Vehicle Report" form shall be used for this purpose, and the form shall be filled out completely and correctly. When a vehicle is released by the CONTRACTOR, its employees shall complete an "Abandoned/Impounded Vehicle Disposition Report" form listing each service performed and CONTRACTOR'S charges for those services. Copies of those forms are attached to this Agreement. Any service call not requiring the use of either of these forms or any other CITY form, including, but not limited to, for example, jump starts, lockouts, and tire changes, where the call for service came through the CITY, shall be noted on CONTRACTOR'S invoice form and a copy shall be forwarded to the Troy Police Department. For these types of service calls, CONTRACTOR shall provide with the invoice the following information: date of call, time of call, a complete description of the vehicle serviced, including the VIN number and license plate number,

and owner/operator information. A copy of all forms, including invoices for non-abandonment and/or non-impoundment services, shall be forwarded to the Troy Police Department. CONTRACTOR shall provide or complete all other forms, reports and/or documents that may otherwise be required or requested by the Troy Police Department. CONTRACTOR shall have the capability to transmit and receive data electronically, that is, by e-mail, with the Troy Police Department. The "Abandoned and Impounded Vehicle Report" and the "Abandoned/Impounded Vehicle Disposition Report" may be periodically updated by the Troy Police Department. The newest edition of these forms shall be provided to CONTRACTOR and shall be used by CONTRACTOR.

CONTRACTOR shall keep accurate records on a daily basis for each towed, impounded, serviced and/or stored vehicle, including its license (registration plate) number, description, vehicle identification number (VIN), the tow origination point, and any subsequent tow(s), date and time the vehicle was placed into storage, location of the storage facility, any charges levied and the date and time it was returned to the owner. CONTRACTOR shall also forward to the Troy Police Department on a daily basis a copy of all invoices for any other service calls requested by or through the CITY listing the type of service and CONTRACTOR'S charge for that service. If the service is for a city-owned vehicle, a copy of all invoices for those services shall be forwarded to the Troy Department of Public Works – Fleet Division on a daily basis listing the type of service and CONTRACTOR'S charge for that service.

CONTRACTOR shall maintain, for a period of three (3) years, accurate financial records of each towing, impound, service or storage transaction made at CITY'S request. CONTRACTOR shall have those records open to inspection by the CITY upon

request. CITY reserves the right to conduct an audit of all bills and records relevant to this Agreement as often as determined necessary by the CITY.

18. WORK SAFETY. CONTRACTOR is responsible for work environment safety, including but not limited to, all federal, state and local laws, ordinances and regulations.

19. TERM OF AGREEMENT: This Agreement shall be in effect for three (3) years with expiration date of September 30, 2012, unless otherwise terminated, as provided in this Agreement. CONTRACTOR'S prices for towing services shall not be changed during that three (3) year period. Within ninety (90) days of the expiration of this Agreement, the CITY may, at its option, renew this Agreement for a three (3) year period under the same prices, terms and conditions as set out in this Agreement, upon mutual consent of the parties. A request by the City staff to determine the CONTRACTOR'S interest in renewing the contract in no way obligates the City. The option to renew this Agreement cannot be exercised without Troy City Council approval and a blanket purchase order being issued.

20. PERIODIC COMPREHENSIVE PERFORMANCE REVIEW: Without this Agreement, CONTRACTOR would not have access to the number of individuals that need the services set out in the Agreement. The parties mutually agree that CONTRACTOR'S actions reflect on the reputation of CITY. It is imperative to CITY that the CONTRACTOR treats CITY and the public with the utmost fairness and respect. CONTRACTOR shall strictly comply with all the terms and conditions set out in this Agreement. CITY considers the CONTRACTOR'S compliance with the pricing terms of this Agreement to be material to the continuation of this Agreement.

CITY shall conduct six (6) month periodic comprehensive performance reviews of CONTRACTOR'S services, including but not limited to: invoicing of services, the occurrence and nature of complaints against the CONTRACTOR, obtaining input from Troy employees regarding CONTRACTOR'S performance on the scene, any attempts by CONTRACTOR to invoice CITY or the public for services not rendered or at prices that not in compliance with the CONTRACTOR's Response to Request for Proposal or this Agreement and any other information helpful for a determination as to whether or not there has been compliance with this Agreement.

The first comprehensive performance review will be conducted six (6) months after the execution of this Agreement. If CONTRACTOR is determined by CITY to be in compliance with the terms and conditions of the Agreement, the Agreement will continue under the same terms and conditions subject to subsequent six (6) month periodic reviews as set out in this Paragraph. Failure of CITY to terminate the Agreement after any of the six (6) month periodic reviews does not in any way waive CITY'S right to conduct subsequent reviews or to take any other actions provided for in this Agreement including, but not limited to, termination of the Agreement.

21. TERMINATION OF AGREEMENT: CITY shall be the sole judge of inadequacy of performance under this Agreement. CITY reserves the right to take any or all of the following actions because of inadequate performance on the part of the CONTRACTOR.

- A. CITY MAY TERMINATE AGREEMENT. Before CITY exercises its right to terminate this Agreement, CITY will afford CONTRACTOR an opportunity to respond within seven (7) calendar days to allegations of

inadequacy. The City Manager or designated City representative shall have absolute discretion to make a decision to terminate this Agreement, subject only to the approval of City Council. Written notification shall be given within thirty (30) days of termination.

- B. CITY MAY HAVE ANOTHER PARTY PROVIDE TOWING AND STORAGE OF VEHICLES. CONTRACTOR agrees to reimburse CITY or other party for damages and costs in the event the CITY exercises this right to have the secondary service provider or another party tow or store vehicles due to CONTRACTOR'S inadequate performance. These damages and costs shall include, but are not limited to, labor costs, towing and storage fees and any other damages resulting from having another party perform the services under this Agreement.
- C. The City Manager or designated City representative may declare the CONTRACTOR in default of this Agreement, and so notify CONTRACTOR thereof, under the following circumstances:
- i. Services or any part of the services to be provided under this Agreement have been abandoned or unnecessarily delayed;
 - ii. CONTRACTOR is intentionally violating any of the provisions of this Agreement;
 - iii. CONTRACTOR is carrying out the provisions of this Agreement in bad faith;

If any one or more of the above events occur, CITY may then call upon

another party to complete the services or may complete it by other means as described above. CITY may recover the cost of completing the services by deducting the amount thereof from any monies due or which may become due to the CONTRACTOR under this Agreement. When such monies are insufficient to pay such costs, the amount in excess shall be paid by the CONTRACTOR.

The City Manager shall have absolute discretion to make a decision to terminate this Agreement immediately subject to the approval of City Council for the following reasons:

- A. CONTRACTOR, or any of its officers, is criminally charged with fraud, embezzlement, price gouging, deceptive practices, larceny, bribery, or any similar offenses;
- B. CONTRACTOR's employees have tampered with or destroyed evidence from an impounded vehicle;
- C. CONTRACTOR's employees have performed acts or omissions which result in the degradation and/or loss of evidence from an impounded vehicle;
- D. After an investigation by the Troy Police Department, it has been determined that one or more of CONTRACTOR'S employees have stolen property from any vehicle towed or impounded as a result of a City's request for service;
- E. CONTRACTOR has been adjudged as bankrupt;
- F. CONTRACTOR makes a general assignment for the benefit of its creditors.

22. INSURANCE REQUIREMENTS. CONTRACTOR shall carry general liability insurance, automobile insurance, workers compensation, garage keepers legal liability insurance and employers' liability insurance for any actions, claims, liability or damages caused to others arising out of the performance of this Agreement in amounts approved by the CITY. CITY shall be named as an additional insured on the general liability, automobile and garage keepers legal liability policies using the following wording: "City of Troy, Troy Police Department, all elected and appointed officials, all employees and volunteers, those working as agents or on behalf of the City, boards, commissions and/or authorities, or board members, employees, and volunteers additional insured" on ISO form B or broader. CITY shall be notified of any cancellation of that insurance within 30 days. The cancellation clause shall read: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will provide 30 days written notice to the additional insured." Cancellation or lapse of the insurance shall be considered a material breach of this contract and the contract shall become null and void unless the Contractor immediately provides proof of renewal of continuous coverage to the CITY. All insurance carriers shall be licensed and admitted to do business in the State of Michigan and acceptable to the CITY. Proof of insurance meeting these requirements shall be provided to the CITY before execution of this contract.

CONTRACTOR is responsible for any deductibles to any of the policies.

CONTRACTOR shall furnish three (3) complete copies of the acceptable Certificates of Insurance. If any of the policies expire during the term of the Agreement, CONTRACTOR shall deliver renewal certificates and/or policies to CITY, Risk

Management Department, at least ten (10) days prior to the expiration date.

23. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, CONTRACTOR agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Troy, the Troy Police Department, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy or the Troy Police Department, 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, Troy Police Department, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy or the Troy Police Department, 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 the execution of activities by the CONTRACTOR as outlined in this Agreement or as relating to or resulting from those activities.

24. ASSIGNMENT OF AGREEMENT / INDEPENDENT CONTRACTOR:

CONTRACTOR shall have no authority or power to assign, sublet and/or transfer any rights, privileges or interests under this Agreement without prior written consent from the CITY. CONTRACTOR acknowledges that it is an independent contractor with no authority to bind the CITY to any contracts or agreements, written or oral.

25. NOTICE: All written notices to be given under this Agreement shall be via first class mail to the other party at its last known address set forth herein.

26. GOVERNING LAW AND JURISDICTION: 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.

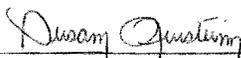
27. HEADINGS. Pronouns and relative words herein used shall be read interchangeably in the masculine, feminine or neuter, singular or plural as the respective case may be.

28. ENTIRE AGREEMENT. The foregoing constitutes the entire Agreement between the parties and may be modified only by a written instrument signed by both parties.

29. AUTHORITY TO EXECUTE: By execution of this Agreement, the respective parties acknowledge that each has executed this Agreement with full and complete authority to do so.

**COLEMAN'S TOWING &
RECOVERY, INC.**

WITNESSES:



Susan Levrsteig



SUSAN M LANCASTER



Marc A. Deldin, General Counsel

CITY OF TROY:

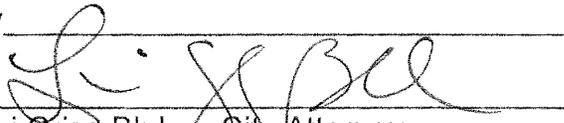
By _____
Louise Schilling, Mayor

Tonni Bartholomew, City Clerk

City Manager or Designee

Resolution Number: _____

APPROVED AS TO FORM AND LEGALITY:

By 
Lori Grigg Bluhm, City Attorney



CITY COUNCIL ACTION REPORT

September 9, 2009

TO: John Szerlag, City Manager

FROM: Susan A. Leirstein, Purchasing Director
Gary G. Mayer, Chief of Police
William S. Nelson, Fire Chief

SUBJECT: Final Contract for Emergency Medical Services

Background

On March 2, 2009, City Council authorized staff to negotiate contract pricing, terms and conditions with Alliance Mobile Health to extend the existing emergency medical services program. (Res#2009-03-076 E3) Alliance Mobile Health (AMH) has provided this service since October, 2003. AMH has consistently met or exceeded the performance requirements for this service during the entire contract period. AMH is the only ambulance service accredited by the Commission on Accreditation of Ambulance Services in the Detroit area. This is the independent agency that evaluates EMS/ambulance providers and awards accreditation to those that meet or exceed nationally recognized standards.

AMH is the only EMS provider with its base of operations in Troy, which provides additional resources during periods of peak service demand. AMH provides additional value added services such as the clinical social worker program to assist patients with special needs to access appropriate community resources. Continuing to contract with AMH for EMS services will maintain the high level of service expected by the City in delivering medical assistance programs to the community.

Financial Considerations

Alliance Mobile Health has agreed to no rate increases for the first two years of the contract and adjustments in future years based on the Consumer Price Index or verifiable increases in labor, fuel, or benefits costs, whichever is lower. Funds are available in the Police Department Operating Budget for contractual services, A/C# 101.301.12.315.7802.010.

Legal Considerations

Bids for professional services are being waived in accordance with City Charter and Code. The award is contingent upon contractor acceptance of the EMS Agreement.

Recommendation

City management recommends that the contract with Alliance Mobile Health to provide emergency medical services be approved for the next four years with options to renew for three (3) additional one-year periods.

Where legal review is necessary:

Approved as to Form and Legality: _____ Date _____
Lori Grigg Bluhm, City Attorney

RESOLVED, That Troy City Council hereby **AMENDS** resolution E-3 *Authorization to Negotiate Contract for Emergency Medical Services* by **STRIKING** “review and approval” and **INSERTING** “determination”.

Vote on Resolution to Accept Council Member Fleming’s Request to Abstain

Resolution #2009-03-074
Moved by Schilling
Seconded by Beltramini

RESOLVED, That Troy City Council hereby **ACCEPTS** Council Member Fleming’s request to abstain from voting on resolution E-3 *Authorization to Negotiate Contract for Emergency Medical Services*.

Yes: All-7

MOTION CARRIED

Vote Resolution to Amend Resolution E-3 Authorization to Negotiate Contract for Emergency Medical Services

Resolution #2009-03-075
Moved by Eisenbacher
Seconded by Beltramini

RESOLVED, That Troy City Council hereby **AMENDS** resolution E-3 *Authorization to Negotiate Contract for Emergency Medical Services* by **STRIKING** “review and approval” and **INSERTING** “determination”.

Yes: Schilling, Beltramini, Broomfield, Eisenbacher, Howrylak, Kerwin
No: None
Abstain: Fleming

MOTION CARRIED

Vote on Resolution E-3 Authorization to Negotiate Contract for Emergency Medical Services as Amended

Resolution #2009-03-076
Moved by Beltramini
Seconded by Kerwin

WHEREAS, The Police and Fire departments have always maintained a contract for emergency medical responder and ambulance service as one of the critical services to the community;

WHEREAS, Since 2003 Alliance Mobile Health, our current contractor is the only provider in the Detroit area that meets the professional service standards of the Commission on Accreditation of Ambulance Services; and

WHEREAS, The City of Troy and Alliance Mobile Health have a vested interest in continuing a mutually beneficial relationship and request to negotiate new contract pricing, terms and conditions;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **WAIVES** formal bidding procedures and hereby **AUTHORIZES** the City of Troy to negotiate new contract pricing, terms and conditions with Alliance Mobile Health of Troy, MI, to extend the existing Medical First Responder Program, and the final contract will be submitted to Troy City Council for final determination.

Yes: Beltramini, Broomfield, Eisenbacher, Howrylak, Kerwin, Schilling

No: None

Abstain: Fleming

MOTION CARRIED

E-4 PEG Channel Protection in Response to FCC Public Notice DA 09-203 (CSR-8126, CSR-8127, CSR-8128, MB Docket No. 0913)

Resolution #2009-03-077

Moved by Beltramini

Seconded by Kerwin

BE IT RESOLVED, That Troy City Council hereby **AUTHORIZES** the City Clerk to distribute copies of this letter in support of preserving the quality and financial viability of Public, Education and Government (PEG) channels to our elected representatives in Washington and Lansing and hereby **AUTHORIZES** the City Attorney to file this letter on our behalf in accordance with the requirements set forth by the FCC Public Notice DA 09-203.

Yes: All-7

MOTION CARRIED

E-5 Possible Tree Ordinance Revisions - No Action Taken

E-6 Cost Sharing Agreement for Troy/Birmingham Intermodal Transit Facility Professional Engineering and Design Services

Resolution #2009-03-078

Moved by Beltramini

Seconded by Kerwin

RESOLVED, That Troy City Council hereby **APPROVES** the Interlocal Agreement between the City of Troy and the City of Birmingham, which equally divides the cost of Professional Engineering and Design Services for the Troy/Birmingham Intermodal Transit Facility; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Mayor and City Clerk to execute the Interlocal Service Agreement on behalf of the City of Troy, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

**EMERGENCY MEDICAL SERVICES AGREEMENT BETWEEN THE
CITY OF TROY AND ALLIANCE MOBILE HEALTH**

This Agreement dated, this ____ day of September 2009, is made by and between:

City of Troy, a Michigan Municipal Corporation
500 W. Big Beaver Road
Troy, Michigan 48084 (hereinafter "CITY")

-And-

Alliance Mobile Health (hereinafter "ALLIANCE")
2045 Austin Drive
Troy, Michigan 48083

RECITALS

WHEREAS, CITY finds it necessary to utilize the services of a qualified Advance Life Support (ALS) ambulance service and First Responder services, since those services are critical to CITY and the public; and

WHEREAS, ALLIANCE meets the professional service standards of the Commission on Accreditation of Ambulance Services and is licensed by the Michigan Department of Community Health (MDCH); and

WHEREAS, CITY and ALLIANCE desire to mutually agree to specific terms and conditions regarding those services;

NOW THEREFORE, in consideration of the covenants and agreements contained herein, CITY and ALLIANCE agree as follows:

1. SCOPE AND INTENT. During the term of the Agreement, ALLIANCE shall provide services and CITY shall provide payment for those services, as set out in this Agreement. This Agreement incorporates Exhibit A, as though fully set out herein,

which is a 2-page letter dated July 22, 2009 from Laurie Thiel, CEO, Alliance Mobile Health to Fire Chief Bill Nelson attaching pricing information and specification attachments to that letter, which have been designated as Exhibit B, which include ALLIANCE'S Proposal for Emergency Medical Services. This document (Exhibit B) provides greater detail as to the Medical First Responder Services and Ambulance Transportation Services that ALLIANCE will be providing under this Agreement. All documents are incorporated and made a part of this Agreement to the extent that their terms do not conflict with the terms herein. The required services are generally described as providing advanced life support services, including but not limited to advanced life support ambulance service for transportation to hospitals and/or medical facilities specializing in the treatment of trauma and/or life treating conditions and/or and to provide medical first responder services for the Troy service area.

2. OPERATIONAL REQUIREMENTS – AMBULANCE SERVICE/FIRST RESPONDER

SERVICES. ALLIANCE shall comply with the following requirements:

A. ALS Ambulance Response Time. The current minimum standards for ambulance response time established by the Oakland County Medical Control Authority (MCA) are adopted by reference, with amendments, as part of the terms and conditions of this Agreement. ALLIANCE shall meet the emergency response time of 8 minutes 00 seconds for at least ninety (90%) percent of emergency responses.

B. Medical First Responder Response Time. ALLIANCE is to have a paramedic on the scene (either from a First Responder Unit or an ambulance) within 5 minutes 00 seconds from the receipt of the call from the provider's

dispatch to arrival on the scene for 90% of all incidents dispatched as an emergency. The above referenced Response Time shall not include incidents that are dispatched as non-emergency or downgraded to non-emergency prior to the arrival of the ambulance. ALLIANCE shall also be given consideration for area wide weather emergencies, including but not limited to: snowstorms, ice storms, high winds, or other area wide weather conditions and/or extensive road construction.

C. ALS Ambulance Deployment Plan: ALLIANCE shall develop a deployment plan indicating the number of units required to meet the MCA response time standard. The deployment plan shall specify the required unit coverage by hour and day of the week.

D. Medical First Responder Deployment Plan. ALLIANCE has presented a deployment plan for the Troy service area. Under that plan, all First Responder units, staffed by at least one (1) Paramedic, will be assigned to a post location within Troy. At a minimum, there shall be at least two First Responder Units available 7 days per week and 24 hours a day. A third First Responder unit shall work Monday through Friday, from the hours of 7 am to 7 pm. ALLIANCE shall be responsible for determining how many units are required to meet the response time criteria, and if ALLIANCE determines that more units are necessary, then ALLIANCE shall immediately notify CITY of any required additions. Those First Responder units shall be available for all requests for service that are received through the Troy 911 system. Post location assignments for the First Responder units will be contingent upon the number of

ALS units available in Troy. At no time will the First Responder units be utilized to supplement ALLIANCE'S transfer business. The ALLIANCE "on-duty" supervisor shall be available to function as a First Responder in times of high call volume. At no time shall this supervisor be considered as part of the minimum staffing.

E. Accreditation. ALLIANCE is and shall remain accredited by the Commission of Accreditation of Ambulance Services as of the execution of this Agreement and during the entire term of the Agreement. Failure to be and remain accredited under this section may result in the immediate termination of this Agreement. All ambulances and first responder units and personnel shall be capable of providing advanced life support in accordance with MCA.

F. Licensure: ALLIANCE'S personnel shall be appropriately licensed, including any specific professional licenses that are required by the State of Michigan, and especially those licenses required by MDCH. Within ten (10) days after execution of this Agreement, ALLIANCE shall provide to CITY a list of all personnel who will or may be acting as ALS ambulance personnel or First Responder personnel under this Agreement, and shall include each person's full name, address, position, title or the function they will be performing and a copy of any licenses that are required by the State of Michigan. This same information shall be provided to CITY within ten (10) days after ALLIANCE hires any new personnel for the work that is set forth in this Agreement.

G. Vehicles and Equipment: ALLIANCE shall maintain a minimum First Responder unit fleet of at least four (4) vehicles. All vehicles shall be maintained

in safe operating condition. Maintenance logs shall be maintained for each vehicle and shall be available for inspection when requested by CITY. Vehicle chassis over five (5) years old are not acceptable. All vehicles shall be equipped with a Road Safety System which will monitor the driving of the vehicle to assure the safe operation of all vehicles. Each vehicle shall be of sufficient size to carry the proper equipment required by the State of Michigan to be licensed as a non-transport Basic Life Services (“BLS”) unit. ALLIANCE shall comply with any specifications or representations contained within Exhibit B – Alliance Proposal for Ambulance Transportation Service and Medical First Responder Service.

All ambulances and First Responders units shall be equipped with all MDCH required equipment for each type of unit.

H. Reports: ALLIANCE shall submit response time summaries to CITY at the scheduled bi-monthly meeting, which is set out in Paragraph J. These reports shall be prepared for First Responder units and ALS ambulances and include: compliance with response time standards; list of calls referred to other agencies; call downgrades and other reports used to determine contract compliance. In addition, CITY may request additional reports concerning specific issues. CITY has the option of requesting hard copies of these reports or that report data be submitted electronically or in another format agreeable to both parties.

ALLIANCE shall also submit the required information to OCMCA in a manner and format prescribed by the OCMCA. Non-compliance with this paragraph may result in termination of this Agreement under the ninety (90) day notice provision.

I. Supervision: ALLIANCE shall provide organized field supervision

personnel. For example, ALLIANCE shall provide field training officers and field supervisors. There shall be adequate supervisory personnel to provide field evaluation and job supervision. ALLIANCE shall provide, at a minimum, one (1) dedicated field supervisor, certified at the Paramedic level, who shall be available in the Troy service area at least ten (10) hours per day during the predominant call period and at least twenty-four (24) hours in an “on-call” capability at all other times of the day. This supervisor shall be immediately available in the field in the Troy service area during the peak-load periods of the day. That supervisor shall be dedicated solely to Troy and shall act as a liaison to the Troy Police Department and the Troy Fire Department. The supervisor may function as a Paramedic in a First Responder unit but shall not be counted in the minimum staffing of the First Responder unit.

ALLIANCE shall have policies for automatic supervisory response that include, but are not limited to:

1. Incidents requiring two or more ALS unit responders;
2. Multi-casualty or disaster incidents;
3. Hazardous materials incidents involving patient care; and
4. Life-threatening incidents in immediate area of supervisor at time of dispatch.

J. *Bi-Monthly Meetings*: ALLIANCE shall provide a supervisory staff member who shall participate in a bi-monthly meeting with members of the Troy Police Department and the Troy Fire Department to assess the effectiveness of ALLIANCE’S programs, plans and policies.

K. Personnel: ALLIANCE shall perform a CCH (Complete Criminal History) search on all of its Paramedics and Emergency Medical Technicians (EMTs). No ALLIANCE employee with a conviction for criminal sexual conduct (“CSC”) or any controlled substance violation shall be allowed to work in Troy. No ALLIANCE employee with a conviction for theft or larceny within the last five (5) years shall be allowed to work in Troy.

ALLIANCE shall perform a complete driving history search on all of its Paramedics and EMTs. Employees with any convictions for Operating While Intoxicated (OWI- Intoxicated), Unlawful Blood Alcohol Level (UBAL), Operating While Impaired (OWI), Operating While Under the Influence of a Narcotic or Controlled Substance, within the past five years, or any two or more convictions of any combination thereof, even if not within the past five years, shall not be allowed to work in Troy. ALLIANCE shall develop a plan/policy for screening employee criminal and driving records to make sure that all employees are compliant with the terms of this Agreement. A copy of ALLIANCE’s screening plan/policy shall be submitted to the Troy Fire Department within twenty (20) days after execution of this Agreement.

ALLIANCE shall notify the Oakland County Medical Control Board and MDCH if any of its Paramedics or EMTs are criminally charged with any felony or terminated from employment for any narcotic, controlled substances, or alcohol use or for any CSC, theft or larceny issues. ALLIANCE agrees to remove an employee from the Troy service area upon written request of the Troy Fire Chief or the Troy Police Chief.

L. Drug Testing Plan/Policy: ALLIANCE shall establish and/or require a random and probable cause drug testing plan/policy for all personnel operating in Troy. A copy of ALLIANCE's drug testing plan/ policy shall be submitted to the Troy Fire Department within twenty (20) days after execution of this Agreement.

M. Quality Assurance Plan/Policy: ALLIANCE shall develop and/or continue a quality assurance plan/policy to continually assess the quality of treatment by emergency medical service personnel. A copy of ALLIANCE's quality assurance plan/policy shall be submitted to the Troy Fire Department and Troy Police Department within twenty (20) days after execution of this Agreement. This plan should include quarterly surveying of patients that have been transported. This survey should be presented at the bi-monthly meeting, as described in Paragraph J.

N. Complaint Resolution: In the event a complaint arises over the performance of any services under this Agreement or emergency medical care, the following procedure shall be followed:

1. CITY shall forward a report of the complaint to ALLIANCE'S field supervisor. ALLIANCE shall conduct a review and investigation of the complaint and provide a written report to the Troy Fire Chief and the Troy Police Chief within sixty (60) days from the date CITY sent the report.
2. In the event the complaint is not resolved, CITY shall forward the complaint and ALLIANCE'S response to the OCMCA.

- O. Incident Command System: ALLIANCE shall provide training on an annual basis to all ambulance personnel operating in Troy on their role and responsibilities within the framework of the Incident Command System.
- P. Police Incident Training: ALLIANCE shall provide training on an annual basis to all ambulance personnel operating in Troy for EMS response to specific police incidents. ALLIANCE may request that the Troy Police Department provide this training to its personnel at dates and times agreed to by the parties. ALLIANCE shall pay all costs associated with any training. ALLIANCE shall submit documentation of this training to the Troy Police Department including the names and positions of those receiving the training and the nature and dates of the training.
- Q. Hazardous Materials Training: All ALLIANCE ambulance personnel shall be trained to Hazmat First Responder Awareness level and Weapons of Mass Destruction (“WMD”) Awareness as designated by the Michigan Firefighters Training Council. ALLIANCE shall submit documentation of this training to the Troy Fire Department including the names and positions of those receiving the training and the nature and dates of the training. The cost of this training will be paid by ALLIANCE.
- R. Resource for Public Safety Agency Training. ALLIANCE shall serve as a resource for EMS training for the Troy Fire Department and the Troy Police Department. This shall include CPR, first aid, and other related training.
- S. Public Education: ALLIANCE shall serve as a resource for EMS related public education such as CPR for interested civic groups.

- T. Mutual Aid: ALLIANCE shall prepare and/or continue a plan/policy for mutual aid showing the average number of Basic and Advanced Life Support ambulances that could be provided for a back-to-back or multi-casualty incident. This plan/policy shall include typical response times based on average activity. The plan/policy should include contingency planning for multiple back-to-back incidents across geographic areas. A copy of ALLIANCE's mutual aid plan/policy shall be submitted to the Troy Fire and Police Department within twenty (20) days after execution of this Agreement.
- U. Incident Standby: ALLIANCE shall provide ambulance units as requested by the Troy Fire Department or the Troy Police Department to standby at public safety emergency scenes such as fires, hazardous materials incidents, police tactical incidents, and police and fire training activities. These units shall not leave the incident or activity unless released by the incident or activity commander. The ambulance units shall assist in medical evaluation of Troy emergency personnel, such as firefighters and police officers, as required.
- V. Event Standby: ALLIANCE shall provide ambulance units as requested in advance by the Troy Fire Department or the Troy Police Department to standby for community events, including, but not limited to such events as Troy Daze, memorial services, fairs, walk-a-thons, concerts and parades.
- W. Communications: The Advance Life Support ambulances and First Responder units shall be minimally equipped with two way radios that allow personnel to communicate with Alliance's dispatch, local medical First Responders, Troy Fire Department, and the Troy Police Department units. ALLIANCE shall also provide

a backup system to facilitate dispatch communications in the event of a failure of the primary radio system.

- X. Recording Capability: ALLIANCE shall record all telephone and radio communications and retain the recordings for a minimum of fifteen years.
- Y. E-911 Interface: ALLIANCE shall operate an Enhanced 911 (E-911) secondary Public Safety Answering Point (PSAP) capable of interfacing with all of the E-911 systems utilized by CITY to allow the transfer of E-911 calls including Automatic Number Identification/Automatic Location Identification (ANI/ALI) information to minimize the time required to initiate a response.
- Z. Personnel Recall Capability: In order to respond to a multi-casualty or other incident beyond the scope of normal operations, ALLIANCE shall equip all of its personnel with a company pager to permit timely recall. All management personnel shall be equipped with company cellular phones as a secondary means of communicating with other personnel within seconds.
- AA. Computer Aided Dispatch System: ALLIANCE shall utilize a computer aided dispatch system, including CAD, which provides for optimum system deployment. ALLIANCE shall equip all of its vehicles with a GPS mapping system and mobile data terminals. ALLIANCE agrees to work with CITY in exploring the potential for CAD integration between ALLIANCE and CITY.
- BB. Emergency Medical Dispatch: ALLIANCE shall utilize a nationally accepted telephone triage system and all dispatch personnel shall be certified in its use. Dispatchers shall provide pre-arrival emergency care instructions to the calling party when appropriate.

CC. Emergency Operations Center Support: ALLIANCE shall provide a supervisor to represent ALLIANCE as Troy's EMS Annex Coordinator in the Emergency Operations Center ("EOC") in the Troy Police Department in the event of EOC activation due to a community emergency.

DD. Blood Borne Pathogen Decontamination Facility: ALLIANCE shall make available a decontamination facility for Troy Police and Troy Fire personnel. This facility shall be located at 2045 Austin, Troy, Michigan 48083. Any change of location shall be approved by CITY. This facility shall provide shower and laundry facilities and/or equipment in compliance with the applicable requirements of OSHA/MIOSHA and other federal or state laws. This facility shall be available on a 24 hour/7 days per week basis with a 15 minute advance notification.

EE. Disposal of Biohazard Contaminated Waste: ALLIANCE shall provide disposal service for any contaminated materials generated by CITY. Waste will be bagged and tagged with appropriate labels by CITY personnel. ALLIANCE will check the bio-hazard container located in the police garage at least bi-monthly for disposal. .

FF. Base of Operations: ALLIANCE has identified its base of operation for this Agreement as: 2045 Austin Drive, Troy, Michigan 48083. Any change of this location shall be pre-approved by CITY.

3. FEES AND FEE RE-OPENER. CITY shall pay ALLIANCE \$23.12 per unit hour for First Responder Service. CITY shall not pay any fee for ambulance service. Two (2) years after the execution of this Agreement, the Agreement shall be re-opened to discuss future unit hour price fee increases or decreases based on the Consumer Price

Index (“CPI”) for the urban Detroit area for 2009 and 2011, whichever is lower. Increases or decreases in labor costs, fuel costs and ALLIANCE employees’ medical benefits, based on a verifiable analysis, can also be considered. The parties shall agree in writing to any increase or decrease and City Council shall approve the new fee provisions. ALLIANCE shall not request a fee for ambulance services at the fee re-opener. If the parties are unable to agree on the fee at the re-opener, CITY can continue the Agreement for the remainder of the four (4) year term, i.e. for another two (2) years, with fees at the rates in effect under the original Agreement (\$23.12 per unit hour for First Responder fees and no ambulance fee) or terminate the Agreement as set out in Paragraph 5. If the Agreement is continued after the fee re-opener, all other terms and conditions of the Agreement shall remain in full force and effect.

4. TERM OF AGREEMENT: This Agreement shall be in effect for four (4) years, subject to a fee increase or decrease in two (2) years under the re-opener provision of Paragraph 3. Within ninety (90) days of the termination of this Agreement after the four (4) year term, CITY may, at its option, renew this Agreement for three (3) one-year periods subject to discussion regarding an increase or decrease in the fee based on the same criteria set out in Paragraph 3 of the Agreement. If the fees are different than the fees set out in the original Agreement, and are approved by the Troy City Council, and the fee is accepted by ALLIANCE, then only the fee term of this Agreement will be affected. All other terms and conditions shall remain in full force and effect. If the new fee for any renew period is rejected by either party, the Agreement shall be terminated.

5. TERMINATION OF AGREEMENT: CITY shall be the sole judge of inadequacy of performance under this Agreement. CITY reserves the right to take any or all of the following actions because of inadequate performance on the part of ALLIANCE.

A. INADEQUATE PERFORMANCE. The CITY can terminate this Agreement, after providing written notice of inadequate performance to ALLIANCE and affording ALLIANCE an opportunity to respond to the allegations and cure the inadequate performance within seven calendar days. The City Manager shall have the authority to terminate the agreement, subject to the approval of the Troy City Council. In the event that CITY exercises the right to terminate this Agreement, CITY shall provide at least 30 days advance written notification.

B. ADDITIONAL REASONS FOR TERMINATION. In addition to a termination for inadequate performance, as set forth above, the City Manager may declare ALLIANCE in default and subject to termination of this Agreement, and so notify ALLIANCE thereof, under the following circumstances:

- i. Services or any part of the services to be provided under this Agreement have been abandoned or unnecessarily delayed;
- ii. ALLIANCE is willfully violating any of the provisions of this Agreement;
- iii. ALLIANCE is carrying out the provisions of this Agreement in bad faith;
- iv. ALLIANCE has been adjudged as bankrupt;

- v. ALLIANCE makes a general assignment for the benefit of its creditors.

6. INSURANCE REQUIREMENTS. ALLIANCE shall carry general liability insurance, workers compensation, motor vehicle liability, and ambulance and professional malpractice liability insurance for any actions, claims, liability or damages caused to others arising out of the performance of this Agreement in amounts approved by CITY and set forth in the attached Exhibit C – Sample Certificate of Insurance. CITY shall be named as an additional insured on the general liability insurance using the following wording: “City of Troy, Troy Police Department and Troy Fire Department, all elected and appointed officials, all employees and volunteers, boards, commissions and/or authorities and their board members, employees, and volunteers are additional insureds” on ISO form B or broader. CITY shall be notified of any cancellation or material change of any insurance within 30 days. The cancellation clause shall read: “Should any of the above-described policies be canceled or materially changed before the expiration date thereof, the issuing company will provide 30 days written notice to the additional insured.” Cancellation of the insurance shall be considered a material breach of this Agreement, and the Agreement shall become null and void unless the ALLIANCE immediately provides proof of renewal of continuous coverage to CITY. All insurance carriers shall be licensed and admitted to do business in the State of Michigan and acceptable to CITY. Proof of insurance meeting these requirements shall be provided to CITY within 24 hours after execution of this Agreement.

ALLIANCE is responsible for any deductibles for any of the policies. ALLIANCE shall furnish to CITY three (3) complete copies of the acceptable Certificates of

Insurance. If any of the policies expire during the term of the Agreement, ALLIANCE shall deliver renewal certificates and/or policies to CITY, Risk Management Department, at least ten (10) days prior to the expiration date.

7. WORK SAFETY. ALLIANCE is responsible for work environment safety, including but not limited to all federal, state and local laws, ordinances and regulations.

8. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, ALLIANCE 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 or the Troy Police Department 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, Troy Fire Department, Troy Police Department, 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 the execution of activities by ALLIANCE as outlined in this Agreement or as relating to or resulting from those activities.

9. ASSIGNMENT OF AGREEMENT / INDEPENDENT ALLIANCE: ALLIANCE shall have no authority or power to assign, sublet and/or transfer any rights, privileges or interests under this Agreement without prior written consent from CITY. ALLIANCE acknowledges that it is an independent contractor with no authority to bind CITY to any contracts or agreements, written or oral.

City Manager or Designee

Resolution Number: _____

Approved as to Form and Legality:

By _____
Lori Grigg Bluhm, City Attorney

Alliance

Mobile Health

EXHIBIT A

2045 Austin Drive • Troy, Michigan 48083
248.457.0344 • Fax 248.457.0376
Dispatch 1.888.843.3772

July 22, 2009

"Our single promise to you is exceptional service"

Chief Bill Nelson
Sgt. Don Ostrowski
City of Troy
500 West Big Beaver Road
Troy, MI 48084

Dear Sirs:

It is a pleasure to provide you with a proposal for emergency medical services and first responder services, effective October 1, 2009.

Alliance recently received an off-site and on-site inspection for its renewal of ambulance accreditation through the Commission of Accreditation of Ambulance Services. We had a great inspection, and we will receive final approval in September of 2009. As a reminder, Alliance Mobile Health is the only accredited ambulance service based in Oakland County.

I also want to bring to your attention that we have recently upgraded our ambulances to include the following features: **flat screen TVs** that will play soothing music and artistic pictures to lessen the patient's fears; **blanket warmers** to give cold-sensitive patients, like young children and the elderly, added support; **healthy blankets** that shield the patient from worsening allergies or asthmatic conditions with hypoallergenic and antimicrobial protection. We are the only ambulance service in the tri-county area providing all of these features to our patients.

Included with the proposal are also the following documents:

- Pricing/Terms & Conditions, Insurance, and Hold Harmless Clause
- Copy of February 16, 2009 price freeze letter
- Proposal for ambulance service
- Proposal for first responder service

Please let me know if you have any questions.

Sincerely,



Laurie Thiel, CEO
Alliance Mobile Health

Attachments

City of Troy

Emergency Medical Service and First Responder Service

Submitted July 22, 2009

Pricing/Terms & Conditions

The contract term shall be for four calendar years from the renewal date of October 1, 2009 through 2013 with (3) one-year extensions.

Hourly cost to provide ambulance service: \$0

Hourly cost to provide first responder service: \$23.12/unit hour through 2011.

Thereafter, any future unit hour price increases will be based on the following:

- CPI for the published urban Detroit, Ann Arbor area between the base year and the renewal year, whichever is lower.
- Verifiable analysis of increased labor costs, fuel costs, and medical benefits for employees, whichever is lower.

Insurance:

Alliance Mobile Health has and will continue to maintain the specified insurance requirements for the City of Troy. Mr. Cooperrider has the updated insurance certificate for Alliance Mobile Health. This will be renewed in August of 2009.

Hold Harmless Clause

To the fullest extent permitted by law, Alliance Mobile Health agrees to defend, pay in behalf of, indemnify and hold harmless the City of Troy, its elected and appointed officials, employees, 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 in behalf of the City of Troy by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

Signature of authorized company representative: _____

Date: _____

Juanita Thiel 7/22/09

A. Response Time

It is our goal to provide all patients with the best response time possible. Alliance Mobile Health continues to meet and exceed the City of Troy's emergency response time standards: 5 minutes 00 seconds for 90% of paramedic emergency responses, with the exception of responses under extreme circumstances, which are beyond our control.

In order to meet or exceed the County's emergency response time standard, Alliance Mobile Health implements the following strategies to maintain superior response time reliability:

- Execute system status management for deployment of the dedicated first responder units in the City of Troy.
- Create daily reports and review weekly response time performance. Any deviation, outside of extreme circumstances, which may impair our response time standards, will be corrected. Any refinements to the status plan will be implemented within 72 hours.
- Adhere to RFP specifications by not allowing dedicated units to be used for other non-emergency transports outside of the contract.

B. Deployment Plan

Alliance Mobile Health utilizes a system of dynamic unit deployment to provide coverage for our service areas. Utilizing data provided in the RFP, we have designed a System Status Plan which will meet The City of Troy's response time requirements. This plan will incorporate both ALS ambulances and Paramedic First Responder units to ensure that a Paramedic is on the scene within 5 minutes 00 seconds at least 90% of the time for emergency responses. Alliance continually monitors system performance for the Troy service area. This plan remains flexible and allows for fine tuning in the event that call volume or other factors impacting response times change.

All First Responder units, staffed by one paramedic, will be assigned to post locations within the City of Troy will be available for all requests for service that come in through the Troy 911 system.

Post assignments for the First Responder units are contingent upon the number of ALS units available in the City of Troy.

The on duty supervisor is also available to function as a first responder in times of high call volume.

Alliance Mobile Health uses a system of dynamic unit deployment to provide coverage for our service areas. Alliance has designed a System Status Plan which will meet the City of Troy response time requirements of 5 minutes 00 seconds or less at least 90% of the time for first responder responses. After working in the City for almost six years now, Alliance is confident that it is using the best system to meet response time standards for first responder services.

The current plan remains flexible and allows for fine tuning in the event that call volume or other factors impacting response times change. As in the past, at no time will these units be utilized to supplement our transfer business.

C. Personnel

Alliance Mobile Health is committed to providing experienced, high quality personnel. The City and Alliance have agreed to provide paramedics to the first responder units. All paramedics working the First Responder unit will have the qualifications listed in Section II, I – Personnel and will be capable of functioning independently on the first responder units. Alliance also has a specific field training program for those paramedics wishing to work on the first responder unit.

D. Vehicles

Alliance Mobile Health maintains a fleet of 4 first responder units. Two new replacement units are in the budget starting July 1, 2009. Each vehicle is of sufficient size to carry the proper equipment required by the State of Michigan to be licensed as a non-transport BLS unit. These vehicles will be subjected to the same vigorous maintenance program as our ambulance fleet. We continue to work with the City of Troy Police and Fire Departments to insure that all emergency warning systems meet their requirements.

E. Equipment

All first responder units as well as the supervision vehicle will be equipped with all MDCIS required equipment for a non-transporting BLS unit.

The following equipment will be on the first responder Units:

Vehicle

External warning system
Patient side communications, State Medcom compliant
Fire extinguisher (UL listed), w/current tag, 2A-20BC
Flares or equivalent device (3)

Airway

Bite block device(1)
Bag valve mask w/O2 ports – infant, child, adult (1ea)
Combitube (1)
Masks – O2 administration – infant, child, adult (1ea)
Nasal cannulas (2)
O2 supply tubing (1)
Oropharyngeal airways – 40, 60, 70, 80,90,100mm (1ea)
Portable O2 w/regulator capable of 15lpm
Portable suction with flexible and rigid tubing/tip

Trauma / Splinting

Cervical immobilizers – infant, child, adult (2 ea)
Head immobilization device (2 sets)
Long spine immobilization device (1)
Short spine immobilization device (1)
Splints – short, medium, long (2ea)
Traction splinting device (1)*

Bandaging

Bandages – triangular (2)*

Band-aids

Burn Sheets – clean (2)

Dressing – large sterile trauma (1)

Dressing – occlusive, sterile (alum foil, saturated gauze, etc.)(1)

Gauze bandages – rolled (6)

Gauze pads – 4"x4" sterile (12)

Scissors – bandage/trauma (1 pair)

Tape – hypoallergenic (1 roll)(critical)

Cardiac

Automated External Defibrillator

Epi-pen

Miscellaneous

Blankets (2),

BP Cuff – infant, child, adult (1ea), Cold packs (2)

Emesis container (1)

Gloves

OB Kit – sterile contents (1)

Personal protection equipment – gown, mask, eye protection

Pillows (1)

Stethoscope (1)

Water – sterile (1 liter)

F. Communications

Alliance Mobile Health has communications equipment capable of communicating with all agencies and departments. Vehicles dedicated to the City are currently equipped with 800 MHz mobile and portable radios for communication with our dispatch center. They are also equipped with VHF mobile radios to meet MDCIS medcom requirements.

G. Additional Tasks

Alliance Mobile Health agrees to the use of first responder vehicles to participate in carbon monoxide alarms and testing of the traffic signal preemption system provided the task to be performed are within their assigned coverage area.

H. Differential Dispatch

All Alliance communications specialist are certified Emergency Medical Dispatchers by Medical Priority Systems. Alliance uses the current version of protocols prescribed by Medical Priority Systems. All personnel are capable of providing pre-arrival/medical self-help instructions to the caller if necessary. This system also allows the determination of "differential dispatching" to occur, thereby providing a more efficient utilization of resources.

I. Payment

Alliance Mobile Health agrees to bill for previous month's service by the 15th of the following month for First Responder Services. There are no charges for Ambulance transports.

EXHIBIT B Ambulance Transportation Service

A. Response Time

It is our goal to provide critical patients with the best response time possible. Alliance Mobile Health has met and exceeded the Oakland County's emergency response time standards: 8 minutes 00 seconds for 90% of emergency responses, with the exception of responses under extreme circumstances, which are beyond our control.

In order to meet or exceed the County's emergency response time standard, Alliance Mobile Health utilizes the following strategies to maintain superior response time reliability:

- Execute system status management for deployment of the dedicated ambulances in the City of Troy.
- Create daily reports and review weekly response time performance. Any deviation, outside of extreme circumstances, which may impair our response time standards, will be corrected. Any refinements to the status plan that our critical to improving response times will be changed immediately otherwise changes will be implemented within 72 hours.

B. Deployment Plan

Alliance Mobile Health uses a system of dynamic unit deployment to provide coverage for our service areas. Alliance has designed a System Status Plan which will meet Oakland County Medical Control Authority's response time requirements of 8 minutes 00 seconds at least 90% of the time for ALS ambulance emergency responses. After working in the City for almost six years now, Alliance is confident that it is using the best system to meet response time standards.

The current plan remains flexible and allows for fine tuning in the event that call volume or other factors impacting response times change. As in the past, at no time will these units be utilized to supplement our transfer business.

C. Licensure

Alliance Mobile Health as an agency, its personnel, and vehicles are all appropriately licensed by the Michigan Department of Consumer and Industry Services. Alliance Mobile Health's Life Support Agency License is attached. *(Attached)*

D. Advanced Life Support

Alliance Mobile Health is licensed to provide advanced life support by the State of Michigan and approved by the Oakland County Medical Control Authority. Our paramedic staff is required to maintain certifications in ACLS and CPR and is strongly encouraged to acquire additional certifications such as PHTLS, PEPPS, PALS, and AMLS as well as successfully completing a Field Training Program before being authorized to function as an independent paramedic.

Alliance prides itself on using state-of-the art equipment, which includes Lifepak 12 cardiac monitors with pacing, 12-lead capability, and hands free defibrillation.

EXHIBIT B Ambulance Transportation Service

All of Alliance's ALS units have 12-lead capabilities, and all personnel will meet OCMCA's requirements for providing 12-lead diagnostics.

In addition, Alliance Mobile Health employs many paramedics who have advanced-level certification in critical care transportation. Alliance Mobile Health provides advanced-level care with its critical care unit, which operates 24 hours a day, 7 days a week.

E. Vehicles

Alliance maintains first responder units for the City of Troy. Alliance continues to purchase new ambulances annually for replacement of older units or for business development. All Advanced Life Support units are modular Type III vehicles, with dual-rear-wheels for increased safety and stability, and manufactured by Marque and Osage. Alliance is using Chevy Tahoe's and Ford Expeditions for Medical First Responder Units.

Upon request, Alliance can supply a list of the fleet that outlines the make, model, and mileage. Alliance vehicles are maintained by Elder Ford in Troy.

All of Alliance Mobile Health's Vehicles are equipped with the Road Safety system. The system monitors the driving of the vehicle and functions similarly to the "black box" from an airplane. This system assures the safe operation of all our vehicles.

Alliance's maintenance process exceeds standards set by the Ford Motor Company, the manufacturer of all Alliance's Type III vehicle chassis. Maintenance logs are maintained for all vehicles and will be made available for inspection upon request. (*Policy #420, Operations: Vehicle Maintenance*).

F. Reports

Alliance will create monthly response time performance reports to the City of Troy. The following reports will be provided at the scheduled meetings unless otherwise requested by the City of Troy:

- First responder response times
- ALS ambulance response times
- Response time exceptions
- Call downgrades

Alliance will submit hard copies of all reports to the appropriate department. Electronic submission will also be made, upon request, in a format agreeable to both parties.

Alliance will submit all data required by the Oakland County Medical Control Authority.

EXHIBIT B Ambulance Transportation Service

G. Supervision

Alliance Mobile Health has seven day 24-hour coverage for day to day operations.

The Operations Manager will be responsible for overseeing all day-to-day operations in addition to functioning as a liaison between the City of Troy Police and Fire and Alliance Mobile Health. The CEO of Alliance will also be participating in regularly scheduled meetings.

Alliance Mobile Health prides itself on its strong leadership team. It has been committed to serving its customers seven days a week, twenty-four hours a day.

H. Contract Meetings

Alliance Mobile Health agrees to regular meetings with the City of Troy Police and Fire Departments as scheduled. At minimum, the CEO and the Operations Manager will be present for all meetings. If desired, Alliance Mobile Health will provide clerical support for recording and distribution of monthly meeting minutes.

I. Personnel

Background Checks

Alliance Mobile Health performs background checks on applicants it is interested in hiring through Intellicorp. The background check includes both criminal and driver's record, along with personal/professional reference checks. Any employee with a conviction of any type is not qualified for employment. Any employee arrested for a felony is placed on immediate suspension. Any employee who received a conviction during his/her employment would be immediately terminated from employment. Applicant's who have 6 or more points, or who have received an OUIL, UBAL, OWI, OUI, are not qualified for employment. A driver's record report is then submitted to Alliance's insurance company for final approval.

Alliance Mobile Health has a vehicle driving policy that addresses violations, acceptable driving record, and other areas related to driving (*Policy #407, Operations Vehicle Driving*). Alliance Mobile Health provides annual drivers training including didactic and competency course.

In addition to background checks, applicants must complete a 50 question EMT or Paramedic exam and achieve a score of 75% or better, and complete an oral interview. During the new employee's FTO program, agility testing is screened.

Probationary Employee – 180 Days After Hire

Upon hire, a new employee will begin their employment working as a third partner on the ambulance during their field training period. Our goal, during this time, is to orientate a new employee to the company's map/radio procedures, billing procedures, vehicle and equipment, and other general procedures. Also during this time, the third rider is being screened for professionalism, attitude,

clinical skills, and customer service skills. It is our philosophy that the only way to truly screen an employee's skills and ability to perform the job is to put him or her into the actual role of performing the job.

The new employee works with a team of paramedics or emergency medical technicians. One of the team members working with the new hire is a field training officer.

The probationary employee will remain with an FTO, until the employee has demonstrated that he/she is capable of performing all functions of the job. In the event that the probationary employee has not been able to successfully complete their FTO program, he or she is terminated from employment. *(Reference: Alliance Mobile Health Field Training Officer Manual.)*

After 180 days of employment, the probationary employee will receive a performance review. This review covers job knowledge, technical skills, documentation skills, professional behavior, maintenance of vehicles/equipment, safety consciousness, motivation, participation in the company, attendance, and relationship with peers/management.

Mandatory Training

In regards to training, all employees must complete the following mandatory training annually:

- OSHA Blood borne Pathogens
- Alliance Mobile Health Corporate Compliance
- Vehicle Driving Standards
- Awareness of Sexual Harassment in the Workplace
- FEMA ICS 100, 700

Vehicle Drivers Instruction

The Vehicle Driving Instruction is provided through Volunteer Fireman's Insurance Services (VFIS). Alliance Mobile Health has eight trained and certified driving instructors. It is required that employees receive both lecture and road practice skill assessment once a year.

Alliance Mobile Health agrees to remove an employee from the City of Troy, upon written request of the fire or police chief.

J. Drug Testing

Alliance Mobile Health has a policy which addresses drug testing (*Policy #204, Human Resources: Substance Abuse, Drug and Alcohol Testing*).

Alliance Mobile Health will test for possible alcohol and drug abuse under the following circumstances:

- Pre-employment: To determine if an applicant is using illegal drugs.
- Reasonable Suspicion: If a manager of Alliance Mobile Health has a reasonable suspicion that an employee is using drugs or alcohol or is at work under the influence.

- Post-Accident: Testing will be conducted if an employee is involved in an accident involving personal injury or damage to property no matter how severe the incident or damage involved.
- On the job injury: Testing will be conducted if an employee is involved in an on-the-job injury or accident.
- Follow-up: Testing will be conducted on a scheduled or random basis when an employee returns to work after completing rehabilitation or counseling for substance abuse.

Upon request, Alliance Mobile Health agrees to do random drug testing for those employees working in the City of Troy.

K. Quality Assurance Program

Alliance Mobile Health recognizes the importance of maintaining the highest possible standards in patient care. To support this level of care, a formal program of continuous evaluation, education and improvement is implemented using the following procedures (*Policy #700 CQI Continuous Quality Improvement.*)

In addition to monitoring daily advanced and basic level care, Dr. Robert Swor, D.O., base-hospital medical director out of Beaumont Royal Oak, oversees the company's critical care program.

Alliance also contacts patients who refuse transportation to a hospital (EMS Refusal). The process involves contacting patients by phone to find out how they are doing after the fact and why they didn't want to be transported.

L. Complaint Resolution

Alliance Mobile Health agrees that the relationship between Alliance Mobile Health and The City of Troy should have a formal complaint resolution procedure. Once a complaint is generated, Alliance immediately begins the investigation procedure. Depending on the nature of the complaint, all complaints are addressed same day (company standard) or within a most expedient time frame. Initial contact with the City will be immediate. .

In the event that the complaint is not resolved, and is related to a clinical performance, Alliance agrees to refer the complaint to the Quality Improvement Committee of the Medical Control Authority.

Alliance Mobile Health also has a formal, internal, complaint resolution policy for its employees (*Policy #202, Human Resources: Complaint Resolution Policy*).

M. Incident Command System

Alliance Mobile Health agrees to include in its required mandatory training, Incident Command Training. Course material outlining the City's Incident Command System will be based on the standards provided by the City of Troy. After initial training, Alliance Mobile Health employees will be required to attend the training on an annual basis.

N. Police Officer Training

Alliance Mobile Health will provide required training for the City of Troy police offices. Required training will include but is not limited to: bloodborne pathogens, first aid, CPR, and AED. Alliance will charge the City of Troy for the use of all materials associated with the training. Materials associated with the training include inventory of books for a 20 person class and certification cards. The course should take no longer than 5 hours with 20 students per class.

Total cost for 20 books = \$490.00 (or \$24.50 per officer)

(Student text for CPR/AED, First Aid, and BBP)

Total cost for cards = \$2 per officer

(CPR/AED and First Aid)

One time charge for instructor material = \$125 (not to exceed)

Alliance Mobile Health agrees to include any additional required mandatory training, such as EMS Response to the City of Troy Police Incidents. Course material will be provided by the City of Troy Police Department. Alliance Mobile Health is willing to assist with any design or delivery of the course if requested. After initial training, Alliance Mobile Health employees will be required to attend the training on an annual basis or on a more frequent basis if requested by the City of Troy Policy Department.

O. Hazardous Materials Training

Alliance Mobile Health will continue to work in conjunction with the City of Troy to receive Hazmat First Responder Awareness Level and WMD Awareness as designated by the Michigan Firefighters Training Council. Alliance Mobile Health will pay all costs associated with the training.

P. Insurance

Alliance Mobile Health's insurance coverage, excluding workers compensation insurance, is provided through VFIS, 2850 Thornhills Ave., SE, Grand Rapids, MI 48546.

Alliance provides the full coverage as requested by the City and reviewed and approved annually by the City's Risk Management Department.

Workers Compensation Insurance: Alliance Mobile Health maintains workers compensation insurance through Accident Fund. Alliance Mobile Health provides full coverage as required by State Laws.

Alliance Mobile Health agrees to include endorsements stating the following as "Additional Insured", the City of Troy all elected and appointed officials, all employees and volunteers, all boards, commissions and/or volunteers thereof.

In addition, Worker's Compensation Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance, and Ambulance Professional Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-renewal, Reduction and/or Material Change shall be sent to City of Troy, 500 West Big Beaver Road, Troy, MI 48084.

Currently, Alliance Mobile Health provides to the City of Troy, certificates of insurance and policies in full compliance with specifications as listed below:

1. Two (2) copies of the Certificate of Insurance for Worker's Compensation Insurance.
2. Two (2) copies of the Certificate of Insurance for Commercial General Liability Insurance.
3. Two (2) copies of Insurance for Vehicle Liability Insurance.
4. Two (2) copies of Certificate of Insurance for Ambulance Professional Malpractice Liability Insurance.
5. If so requested, Certified Copies of all policies mentioned above will be furnished.

If any of the insurance coverage's were to expire during the term of this contract, Alliance Mobile Health agrees to deliver renewal certificates of insurance to the City of Troy at least ten days prior to the expiration thereof.

Q. Resource for Public Safety Agency Training

Alliance Mobile Health has three leadership personnel who are also EMS Instructor Coordinators for the organization. Alliance can provide continuing education credits or CPR refresher and Blood borne pathogens training if requested.

Alliance Mobile Health agrees to continue to serve as a resource center for all EMS training for the City of Troy Fire and Police Departments. Alliance Mobile Health will only pass on those costs associated with the training, which may include books and instructor time. Alliance will always look for the most cost-effective process for conducting training for both fire and police personnel.

R. Public Education

Alliance provides ongoing public education at a wide variety of Troy community events. Alliance participates in all of the City of Troy events upon request, including Troy Daze, Troy Senior Fair, National Night Out, special events, etc.

S. Mutual Aid

Alliance Mobile Health expects that during most periods of high demand, it can supplement the Troy Status Plan with additional units that are currently operating in the immediate area.

Alliance has mutual aid agreements with Medstar Ambulance, which covers adjacent Macomb County, Community EMS, and STAR EMS. Huron Valley Ambulance has committed to handling Alliance's non-emergency responsibilities if it is necessary to divert its resources to Troy during peak periods.

Should there be a large scale disaster, we will institute the disaster and MCI plan approved by the Oakland County Medical Control Authority.

T. Incident Standby

Alliance Mobile Health will provide, at no cost, standby at public safety emergency scenes such as fires, hazardous materials incidents, police tactical incidents, and police and fire training incidents as requested.

Alliance Mobile Health ambulance units will be dedicated units and not released from the scene until authorized by the Incident Commander.

Alliance Mobile Health units will assist in medical evaluation of emergency personnel as required.

Alliance will work with the Troy Fire Department to develop and implement an effective medical rehabilitation system for firefighters active in fire suppression.

U. Event Standby

Alliance Mobile Health agrees to dedicate ambulance units for event standby, such as Troy Daze. Alliance has supported the City the past six years, upon request.

V. Communications

Alliance Mobile Health is dispatched by a regional EMS dispatching center operated by Huron Valley Ambulance, one of our parent organizations.

Alliance Mobile Health provides communications equipment capable of communicating with all agencies and departments. Our vehicles are currently equipped with Digital 800 MHz mobile and UHF portable radios for communication with our dispatch center and medical control hospitals. They are also equipped with VHF mobile radios to meet MDCIS MEDCOM requirements.

W. Recording Capability

Alliance Mobile Health records all telephone and radio communications using a digital recording device and the recordings are stored indefinitely. All recordings are stored on DVD and are capable of being forwarded to requesting parties by .wav file.

X. E-911 Interface

Alliance Mobile Health has the ability to interface with E-911 trunks from Oakland County and currently accepts calls from Novi Police. The City will continue operating their 911 plan, which is providing an emergency service number to Alliance as a secondary answering point. Based on traffic studies for the Central Office circuit, additional trunks may be required, which Alliance will accommodate at no cost to the City. All communications equipment is capable of handling the current E-911 format of information. Additionally, Alliance is able and prepared to handle Phase I wireless calls.

Y. Personnel Recall Capability

Alliance Mobile Health employees receive a company pager for all communications. The management team is also equipped with cellular phones as a secondary way of communicating with each other within seconds.

In the event of a multi-casualty incident or any other incident beyond the scope of normal operations, all employees would be immediately notified. All of our medically licensed management staff, which includes CEO, Operations Manager, Operations Shift Leaders, Field Training Officers, EMS Coordinator, will respond immediately, in addition to as many employees needed, whom are equipped with pagers and cell phones, which is over 90 percent of our organization.

Alliance Mobile Health has a Disaster Procedure Manual that it would reference in the event of a crisis situation. (*Reference: Alliance Mobile Health Disaster Procedure Manual*)

Z. Computer Aided Dispatch System

Alliance Mobile Health utilizes a comprehensive CAD system to assist with the deployment of resources. All of our vehicles are equipped with vehicle mapping (GPS) and mobile data terminals. Alliance Mobile Health will work with the City to determine if CAD systems from the City and Alliance can be integrated, including GPS information, based on APCO Project 36 Standards.

AA. Emergency Medical Dispatch

All Alliance Communications Specialists are certified Emergency Medical Dispatchers, by Medical Priority Systems. Alliance uses the current version of protocols prescribed by Medical Priority Systems. All personnel are capable of providing pre-arrival/medical self-help instructions to the caller if necessary. This system also allows the determination of “differential dispatching” to occur. Thereby providing a more efficient utilization of resources.

Our communications center also provides follow-up quality assurance review of pre-arrival instructions by call center staff.

BB. Emergency Operations Center Support

If there is a Mass Casualty in the City of Troy, Alliance Mobile Health agrees to send a leadership representative (ie., Alliance Mobile Health Manager of Operations or Supervisor) to respond to the Emergency Operations Center.

CC. Blood borne pathogen decontamination facility

Alliance Mobile Health agrees to provide a decontamination facility for the City of Troy Police and Fire personnel. Alliance Mobile Health is based in the City of Troy.

Appropriate decontamination equipment will be provided for medical equipment and other items considered to be contaminated. Alliance Mobile Health’s Safety/OSHA Coordinator will oversee the design to ensure Alliance Mobile Health meets OSHA/MIOSHA requirements for a decontamination area.

Alliance Mobile Health currently provides laundry equipment (washer/dryer) for items considered to be soiled. Any laundry items that are considered to be contaminated with blood borne pathogens are disposed of appropriately following MIOSHA standards for disposal.

DD. Disposal of biohazard contaminated waste

Alliance Mobile Health will provide proper disposal of any contaminated materials generated by the Police or Fire Departments. Currently, all bio-hazardous materials are stored in approved containers and removed by our contracted agency for proper disposal.

Contractor: Stericycle Inc., 1301 East Alexis Rd., Toledo, OH 43612

EXHIBIT B
Ambulance Transportation Service

EE. Base of Operations

Alliance Mobile Health's base of operations is 2045 Austin Drive, Troy, MI 48083. Alliance owns its property and has no plans to relocate.

FF. Charges (effective through June 30, 2009)

Alliance Mobile Health
Ambulance Transport Charges

Level Of Service	Base Rate
Basic Life Support	\$485
Advanced Life Support, non-emergency	\$610
<u>Advanced Life Support emergency</u>	\$610
<u>Advanced Life Support Level II, 2 or more medications administered</u>	\$730
Mileage, BLS	\$12.00
Mileage, ALS	\$12.00
Treat No Transport; Assessment	\$150
Treat No Transport; Drug Box Used	\$470

As of January 1, 2009 Rates subject to change annually based on changes to Medicare Fee Schedule.

GG. Staffing Coverage

All ambulances will be staffed with personnel to meet the requirements of the Oakland County Medical Control Authority. ALS units will be staffed with two licensed paramedics. Medical First Responders will be staffed with one paramedic.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER
 Complete
Sample Certificate

INSURED
 Complete

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: XYZ Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

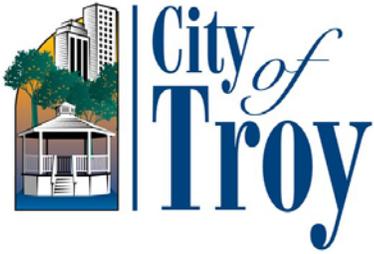
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Additional insured - see wording below <input checked="" type="checkbox"/> Annual Contract aggregate Limit GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	###	XX-XX-XX	XX-XX-XX	EACH OCCURRENCE \$ 5,000,000 FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG. \$ 5,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <hr/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	###	XX-XX-XX	XX-XX-XX	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	###	XX-XX-XX	XX-XX-XX	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	OTHER Ambulance and Professional Malpractice Liability		XX-XX-XX	XX-XX-XX	\$1,000,000 limits

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Additional Insured under the General Liability: City of Troy, Troy Police and Fire Departments, all elected and appointed officials, all employees and volunteers, boards, commissions and/or authorities and their board members, employees, and volunteers.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
City of Troy 500 W. Big Beaver Rd. Troy, MI 48084		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. AUTHORIZED REPRESENTATIVE



CITY COUNCIL ACTION REPORT

September 8, 2009

TO: John Szerlag, City Manager

FROM: Tonni L. Bartholomew, City Clerk

SUBJECT: NLC Delegate and Alternate 2009 Annual Conference San Antonio, TX

Background:

- Attached is the NLC request for designation of Voting Delegates. The 2009 Annual National League of Cities Conference is Scheduled for November 14, 2009 in San Antonio, Texas.

To strengthen
and promote
cities as centers
of opportunity,
leadership, and
governance.



**National League
of Cities**

1301 Pennsylvania Ave.,
N.W.
Washington, D.C. 20004-
1763

202-626-3000

Fax: 202-626-3043

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Executive Director

Donald J. Borut

August 31, 2009

Ms. Tonni L. Bartholomew
City Clerk
City of Troy
500 W Big Beaver Rd
Troy, MI 48084-5254

Dear Ms. Bartholomew:

The National League of Cities Annual Business Meeting will be held on Saturday, November 14, 2009, at the conclusion of the Congress of Cities and Exposition in San Antonio. As a direct member city, your city is entitled to vote at this meeting. Based on population as of the 2000 Census, each member city casts between one and twenty votes. The number of votes for each population range can be found on the table on the reverse of the credentials form.

To be eligible to cast a city's vote, a voting delegate and alternate must be officially designated by the city using the enclosed credentials form. This form will be forwarded to NLC's Credentials Committee. NLC bylaws expressly prohibit voting by proxy. City elected officials should be made aware of this request so that decisions can be made as to who will be the voting delegate and alternate(s).

At the Congress of Cities, the voting delegate must pick up the city's voting card at the Credentials Booth before the Annual Business Meeting and must be present at the Annual Business Meeting to cast the city's vote. The Credentials Booth will be open during scheduled times throughout the Congress of Cities.

Please return the completed form to NLC by fax (202-626-3043) on or before October 30, 2009, and keep the original for your own files. If you have any questions, please contact John Miller, Program Manager (miller@nlc.org or 202-626-3186) or Cheryl Glaubinger, Member Relations Assistant (glaubinger@nlc.org, or 202-626-3138).

Thank you,

Donald J. Borut
Executive Director

Past Presidents: John DeStefano, Jr., Mayor, New Haven, Connecticut • Brian J. O'Neill, Councilman, Philadelphia, Pennsylvania **Directors:** John S. Brenner, Mayor, York, Pennsylvania • Carl Brev Mayor, Wichita, Kansas • William G. "Bill" Brooks, Mayor, Belle Isle, Florida • Jim Byard, Jr., Mayor, Prattville, Alabama • Malcom Chapman, Alderman, Rapid City, South Dakota • Miguel M. Chav Councilor/Mayor Pro Tem, Santa Fe, New Mexico • Brad Cole, Mayor, Carbondale, Illinois • Mildred C. Crump, Councilwoman at-Large, Newark, New Jersey • Joseph A. Curtatone, Mayor, Somers Massachusetts • Joe Davis, Sr., Alderman, Milwaukee, Wisconsin • Gretchen Driskell, Mayor, Saline, Michigan • Doug Echols, Mayor, Rock Hill, South Carolina • James J. Finley, Jr., Executive Dire and CEO, Connecticut Conference of Municipalities • Larry G. Frang, Executive Director, Illinois Municipal League • J. David Fraser, Executive Director, Nevada League of Cities and Municipalities • I Furtado, Councilmember, Campbell, California • Miriam Halr, Executive Director, Municipal Association of South Carolina • Rap Hankins, Council Member, Trotwood, Ohio • Deborah A. Hill, Councilwor Warrensville Heights, Ohio • Edna Branch Jackson, Mayor Pro-Tem/Alderman at-Large, Savannah, Georgia • Bobby G. Kilgore, Mayor, Monroe, North Carolina • George Lewis, Executive Direc Mississippi Municipal League • Sylvia L. Lovely, Executive Director, Kentucky League of Cities, Inc. • Myron Lowery, Council Member, Memphis, Tennessee • Sam Mamet, Executive Director, Color Municipal League • James F. Miller, Executive Director, League of Minnesota Cities • Mark Mitchell, Council Member, Tempe, Arizona • Garret L. Nancolas, Mayor, Caldwell, Idaho • Frank C. Ortis, Ma; Pembroke Pines, Florida • Tzeitel Paras-Caracci, Council Member, Duarte, California • Elizabeth C. Paterson, Mayor, Mansfield, Connecticut • Randall W. B. Purvis, Council Member, Colorado Sprin Colorado • Debbie W. Quinn, Councilmember, Fairhope, Alabama • Sonja Reese, Mayor Pro Tem, Normal, Illinois • Ed P. Reyes, Councilmember, Los Angeles, California • Sergio Rodriguez, Alderr New Haven, Connecticut • Steve Salazar, Councilmember, Dallas, Texas • Audwin M. Samuel, Mayor Pro Tem, Beaumont, Texas • Sharyn T. Tallman, Councilor, Parkersburg, West Virginia • Jan Taylor, Councilman, Littleton, Colorado

CREDENTIALS FORM

NATIONAL LEAGUE OF CITIES · 2009 CONGRESS OF CITIES · SAN ANTONIO, TEXAS

At the Annual Business Meeting on Saturday, November 14, 2009, each direct member city of NLC is entitled to cast from one to 20 votes based upon the city's population per the 2000 census, through its designated voting delegate. Please indicate below your city and state, voting delegate and alternate(s), and sign and date the form. The form should be faxed to NLC at 202-626-3043, by the October 30, 2009, deadline.

The official voting delegate and alternate(s) for the city/town of:

(type or print the name of your city/town and state)

VOTING DELEGATE:

1. _____
NAME

TITLE

ALTERNATE VOTING DELEGATE(S):

2. _____ TITLE _____
NAME

3. _____ TITLE _____
NAME

<p>FOR OFFICE USE ONLY (DO NOT WRITE IN THIS SPACE)</p> <p>Voting card issued to:</p> <p>_____</p> <p><i>(signature)</i></p> <p>Votes: _____</p> <p>1 _____ 2 _____ 3 _____</p>

PLEASE SIGN AND FAX THIS FORM TO NLC BY OCTOBER 30, 2009
ATTENTION: CHERYL GLAUBINGER, MEMBERSHIP RELATIONS ASSISTANT
FAX: 202-626-3043

Signature (city representative): _____

Title: _____ Date: _____

National League of Cities



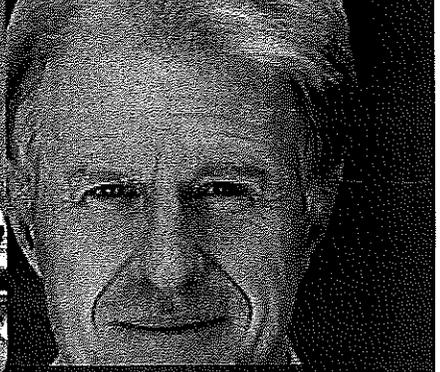
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& EXPOSITION

Navigating Through Economic Recovery

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Doris Kearns Goodwin
Author and Pulitzer Prize winning historian
Closing General Session Speaker
November 14, 2009

Ed Begley, Jr.
Actor, Environmental Activist
Saturday Morning General Session Speaker
November 14, 2009

REGISTER TODAY AT

www.nlccongressofcities.org

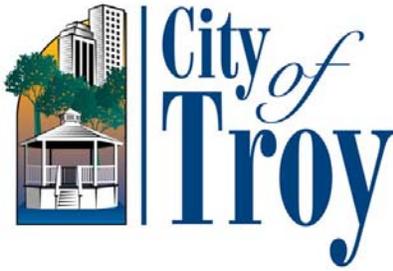
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- Exposition Hall with more than 200 vendor solutions
- City Showcase featuring real solutions
- More than 20 Leadership Training Seminars
- City of San Antonio Mobile Workshops



National League of Cities

NOVEMBER 10-14 • HENRY B. GONZALEZ CONVENTION CENTER • SAN ANTONIO, TEXAS



CITY COUNCIL ACTION ITEM

Date: September 1, 2009

TO: Mayor and City Council

FROM: John Szerlag, City Manager
Lori Grigg Bluhm, City Attorney
Tonni L. Bartholomew, City Clerk

SUBJECT: City Council Absences

Background:

- City Council requested that the process of excusing City Council members be clarified and formalized.
- City Administration has reviewed the Open Meetings Act (OMA) City Charter and Council's Rules of Procedure (Rules) and has included the portions of the Charter which govern absences of Council members.
- The OMA requires that the minutes record the members present and the members absent.
- City Charter Sections 4.6 and 6.2 reference absences of Council members. Section 4.6 discusses excused absences for Council members with a confining illness or an absence from Oakland County, when Council members are required to attend a meeting under compulsion. There is no explicit authority to expand this provision to excuse Council member absences other than when there is a compulsory attendance action. The two referenced Charter Sections are as follows:

- Section 4.6 - Compulsory Attendance and Conduct at Meetings:

Any two or more members of the Council may by vote either request or compel the attendance of its members and other officers of the city at any meeting of the Council. Any member of the Council or other officer who when notified of such request for his attendance fails to attend such meeting for reasons other than confining illness or absence from Oakland County shall be deemed guilty of misconduct in office unless excused by the Council. The presiding officer shall enforce orderly conduct at meetings and any member of the Council or other officer who shall fail to conduct himself in an orderly manner at any meeting shall be deemed guilty of misconduct in office.

Any police officer designated by the presiding officer of the meeting shall serve as the Sergeant-at-Arms of the Council in the enforcement of the provisions of this section.

- Section 6.2 - Vacancies in Elective Office:

Any elective city office shall be declared vacant by the Council upon the occurrence of any of the following events before the expiration of the term of such office:

- (e) In the case of any members of the Council, if such officer shall miss five consecutive regular meetings of the Council or twenty-five percent of such meetings in any fiscal year of the city, unless such absences shall be excused by the Council and the reason therefore entered in the proceedings of the Council at the time of each absence;
- Since there is no automatic provision for excusing absences within the Charter (other than those indicated in the case of compulsory attendance), Council may wish to establish a rule in the Council's Rules of Procedure. Such a rule could formalize a procedure to excuse members. Additional requirements, such as the process for reporting an absence and/or the location on the Agenda when the excuse is to be offered up for consideration, could be included into the rule. Additionally, Council may also define circumstances where there would be an automatic excusal as long as the Rules were followed.
- Council's Rules of Procedure comply with the requirements of the OMA since there is a Roll Call Agenda Item for Special and Regular meetings. The current agenda format does not provide a proposed resolution to excuse a member's absence. Council can direct that there be a proposed standard resolution for excusal of absent Council members as has been done in the past. The continuation of this practice could be added in the Council's Rules of Procedure. An appropriate location for any such rule would be in Rule 21.

A proposed resolution accomplishing this objective is attached for your consideration.

PROPOSED MOTION TO AMEND COUNCIL RULES OF PROCEDURE:

Suggested Resolution

Resolution #2009-09-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **AMENDS** the Council Rules of Procedure with modification to the City Council Rules of Procedure as follows:

Rule 3. SPECIAL MEETINGS

D. ORDER OF BUSINESS

b) Roll Call

(1) Listing of Council Members

(2) Excuse Absent Council Members pursuant to Rule Number 21.

Rule 6. ORDER OF BUSINESS

4. Roll Call

(a) Listing of Council Members

(b) Excuse Absent Council Members pursuant to Rule Number 21.

Rule 21. ABSENCES AT COUNCIL MEETINGS

A. Council members desiring an excused absence who are unable to attend a Council meeting shall notify the City Manager, City Attorney and City Clerk of their absence in writing prior to the meeting and indicate the reason for the absence.

B. In the event of an absence of a Council Member at a meeting, the City Manager is directed to supply such absent Council Member with information about any special meetings that may have been scheduled.

Yes:

No:



FROM THE OFFICE OF THE CITY MANAGER

September 9, 2009

TO: Honorable Mayor and City Council Members

FROM: John Szerlag, City Manager

SUBJECT: 6-Year Organizational Restructuring Plan for the City of Troy;
Fiscal Year 2009/10 through Fiscal Year 2014/15

Executive Summary

As discussed at previous budget sessions, operating revenues are projected to decline from now through fiscal year 2014/15. As such, the City of Troy is going to have to reduce its full-time workforce by approximately 170 people. This reduction amounts to over 1/3 of all full-time personnel and will necessitate changes to the organizational structure and service delivery venues.

Said another way, we are looking at a declining revenue line every year for the next 5 years; so much so that by fiscal year 2014/15, the aggregate difference between expenditures and revenue will be in the area of \$22.6 million. Of course, we cannot let this deficit stand, and thus \$22.6 million of cuts in General Fund operations are required to balance this and future budgets. The matrix below will provide insight on cuts required to General Fund expenditures on a year to year basis.

	2009/10 (in Millions)	2010/11 (in Millions)	2011/12 (in Millions)	2012/13 (in Millions)	2013/14 (in Millions)	2014/15 (in Millions)
Revenue	\$ 62.0	\$ 58.1	\$ 54.3	\$ 53.1	\$ 52.2	\$ 51.5
Expenditures	\$ 63.6	\$ 64.3	\$ 60.3	\$ 56.3	\$ 55.1	\$ 54.2
Proposed Cuts	\$ (1.6)	\$ (6.2)	\$ (6.0)	\$ (3.2)	\$ (2.9)	\$ (2.7)
Total	\$ 62.0	\$ 58.1	\$ 54.3	\$ 53.1	\$ 52.2	\$ 51.5
Fund Balance	\$ 10.5	\$ 10.5	\$ 10.5	\$ 10.5	\$ 10.5	\$ 10.5
F/B % of Budget	16.9%	18.1%	19.3%	19.8%	20.1%	20.4%

The desired outcome of this report is twofold:

1. The governing body needs to advise on an organizational restructuring option, and partner with City management and other stakeholders in the community to deliver this option. As such, I propose we meet once a week in a workshop session format until a solution is achieved. Please know that we need to work with a sense of urgency on this matter.

Honorable Mayor and City Council Members
6-Year Organizational Restructuring for the City of Troy
September 9, 2009

Executive Summary, continued

2. Identification of alternatives to lessen the impact of reduced service delivery and mitigate workforce reduction. These alternatives are delineated later in this memo.

Assumptions

1. General Fund revenues are projected to decrease every year for the next 5 years, primarily due to market conditions impacting assessed valuations, and reductions in state shared revenue. We estimate a decline in revenues from \$62.0 million in fiscal year 2009/10 to \$51.5 million in fiscal year 2014/15.
2. General Fund costs will increase at 2% per year because of items like insurance, utilities, materials, and other personnel related costs.
3. Personnel related costs constitute about 71% of all General Fund expenditures. However, this report takes all cost-reduction on the personnel side of the ledger. I know this is a conservative approach, but it may allow us to reinstate some positions as we receive more accurate data over time. Now, having made the rule, let me state an exception. General Fund expenditures this fiscal year are going to be greater than revenues to the tune of about \$1.6 million. And instead of looking to reduce the workforce this fiscal year, we are first looking to other venues which will be detailed in my next report to you. However, there are no guarantees, and we may reduce the workforce this fiscal year.
4. The restructuring models do not incorporate a millage increase or use of any Fund Balance.
5. Privatization and/or regionalization will save roughly 40% compared to the cost of providing services in-house. As an example, let's say a portion of the Building Department was privatized, and 10 employees were laid off as a result thereof.

If the savings from these lay-offs came to \$1 million, the assumption is that it would cost the City \$600,000 (or 60%) to have a private sector firm perform a similar on-demand type of service; hence the 40% savings.

Please know that I did not include any consolidation efforts in the service delivery options because a result cannot be guaranteed by a certain point in time. That said, it should be considered as a parallel option, and a valid one if consolidation can be achieved within an appropriate time frame.

Honorable Mayor and City Council Members
6-Year Organizational Restructuring for the City of Troy
September 9, 2009

Methodology

We are a mid-size complex organization delivering an array of life-safety, regulatory, and quality of life services. So when reducing expenditures to match a declining revenue line, the options available to restructure the organization are so numerous as to become cumbersome. Therefore, two general restructuring options have been developed so as to be a manageable starting point for our discussions. Before going there, however, I wish first to provide a definition of terms.

For the sake of this report, privatization means that an outside private sector firm will perform the service on behalf of the municipality. An example would be utilization of outside civil engineers to perform work currently performed in-house by civil engineers.

Regionalization means that another layer of government will perform the service on behalf of the City. An example here is that Oakland County Assessing Department can perform some or all of the Assessing functions for the City of Troy.

Consolidation means that local units of government agree contractually to perform a service so as to achieve an economy of scale. We have examples of consolidation here in Troy like our contract with Clawson for police dispatch and jail services. And although consolidation is not included in any of our models, it should not be discounted and City management will continue to attempt partnerships with our surrounding communities so as to achieve an economy of scale. Again, the models do not include consolidation efforts in the service delivery options because a timeframe cannot be guaranteed for implementation, and our financial crisis mandates a timely resolution.

Our methodology was to look at each department and determine if it could be privatized, regionalized, consolidated, retained in-house, or a combination thereof. Departmental elimination was also viewed as a method to reduce costs.

Outlined below are two options available to us given the above slate of assumptions:

Option 1

The following departments would be eliminated:

- Library
- Community Center
- Museum
- Nature Center
- Community Affairs
- Risk Management (function will still be maintained)

Honorable Mayor and City Council Members
6-Year Organizational Restructuring for the City of Troy
September 9, 2009

Option 1, continued

The following departments would be privatized to varying degrees:

- Building Inspection
- Engineering
- Public Works
- Parks and Recreation
- Human Resources
- Real Estate and Development

Most of the City Assessor's Office personnel would be regionalized as Oakland County would take over this function.

The following departments would experience reduction of employees:

- City Attorney's Office
- City Clerk's Office
- Purchasing
- Finance

The Fire Department would lose 3 full-time personnel and 1 part-time person.

The impact on the Police Department under this option will be a reduction of 47 full-time personnel. This represents a combination of sworn and non-sworn employees.

Option 2

This option keeps the Library, Community Center and Museum opened on a limited basis. In order to accomplish this, however, lay-offs in the Police Department must increase by 20, bringing the total decrease from 47 personnel to 67 personnel. Please know that 67 personnel in the Police Department represent about 35% of departmental strength. Of course, other departments listed in **Option 1** for elimination, privatization, regionalization, and reduction would still be in place.

Options to Lessen the Impact of Reduced Services and Mitigate Workforce Reduction

- 1) Seek employee concessions. Please know that I'm currently working with our labor attorney and HR director on this matter. This is subject to contract negotiations, and legal restrictions. However, fiscal year 2014/15 calls for a 32-hour work week for all full-time employees with the possible exception of employees in the Police and Fire Departments. This was the most functional way to balance the 2014/15 budget.

Honorable Mayor and City Council Members
6-Year Organizational Restructuring for the City of Troy
September 9, 2009

Options to Lessen the Impact of Reduced Services and Mitigate Workforce Reduction, continued

- 2) City Council can ask the voters if they wish to approve a General Fund millage increase.
- 3) City Council can ask the voters if they wish to approve a millage increase for a specific use, like a library.
- 4) City Council may be able to establish an independent library board separate from the City of Troy's General Fund and levy up to one mill for the operation thereof. This could possibly be accomplished without voter approval. Legal counsel is researching this matter.
- 5) City Council can authorize the use of the Budget Stabilization Fund, Fund Balance, and increase some administrative fees.
- 6) City Council can transfer some funds from General Capital to General Operating, although I would not recommend any reduction to Capital Funds allocated for road improvements.

Conclusion

This is a complex issue, and I'm sure you have many questions I did not address. I stand ready to answer them. Additionally, a more detailed report is forthcoming on the ramifications of these options in terms of level of service.

c: Department Directors

A Regular Meeting of the Troy City Council was held Monday, August 31, 2009, at City Hall, 500 W. Big Beaver Road. Mayor Schilling called the Meeting to order at 7:30 PM.

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

ROLL CALL:

Mayor Louise E. Schilling
Robin Beltramini
Cristina Broomfield
David Eisenbacher
Wade Fleming
Mayor Pro Tem Martin Howrylak
Mary Kerwin

CERTIFICATES OF RECOGNITION:

A-1 Presentations:

- a) On behalf of the City of Troy, Mayor Louise Schilling presented a proclamation to Frank and Rose Marie Dascenza on the occasion of their 50th Wedding Anniversary.
- b) On behalf of the City of Troy, Mayor Louise Schilling presented a proclamation to members of the Troy Interfaith Group recognizing September 21, 2009 as *International Day of Peace*.
- c) On behalf of the City of Troy, Mayor Louise Schilling Troy recognized lifeguards: Kyle Curry, Scott Johnson, Nicki Rockentine and Lisa Inman who claimed first-place honors at the *Annual Michigan Recreation and Park Association Lifeguard Competition*.

CARRYOVER ITEMS:

B-1 No Carryover Items**PUBLIC HEARINGS:**

C-1 No Public Hearings**POSTPONED ITEMS:**

D-1 No Postponed Items**PUBLIC COMMENT: Limited to Items Not on the Agenda**

Public Comment received from:
Marvin Reinhardt

REGULAR BUSINESS:

E-4 Interlocal Agreement for Building Inspection Services – City of Sterling Heights

Public Comment received from:

Marvin Reinhardt - Opposed

Resolution #2009-08-258

Moved by Eisenbacher

Seconded by Beltramini

RESOLVED, That Troy City Council hereby **APPROVES** the Interlocal Service Agreement for the City of Troy to share inspection services with the City of Sterling Heights and hereby **AUTHORIZES** the Mayor and City Clerk to execute the agreement with corrections, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: All-7

No: None

MOTION CARRIED

E-5 Schedule a Joint Meeting with City Council and Planning Commission Regarding The Pavilions of Troy Planned United Development (PUD 9) – Northwest Corner of Big Beaver and Coolidge

Public Comment received from:

Marvin Reinhardt - Opposed

Resolution #2009-08-259

Moved by Fleming

Seconded by Kerwin

RESOLVED, That Troy City Council hereby **SCHEDULES** a joint meeting between the Troy City Council and the Troy Planning Commission for Monday, September 28, 2009 from 6:00 PM to 7:15 PM in the Emergency Operations Center of the Police Department, 500 W. Big Beaver, Troy, MI 48084 for the purpose of discussing The Pavilions of Troy Planned Unit Development (PUD 9).

Yes: All-7

No: None

MOTION CARRIED

E-1 Appointments to Boards and Committees: None Scheduled

E-2 Nominations for Appointments to Boards and Committees: (a) Mayoral Nominations: Downtown Development Authority (b) City Council Nominations: Liquor Advisory Committee and Parks & Recreation Board

a) Mayoral Nominations

Resolution #2009-08-260
Moved by Schilling
Seconded by Kerwin

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

Downtown Development Authority

Appointed by Mayor (13-Regular) - 4-Year Terms

P. Terry Knight Unexpired Term 09/30/2011

Yes: All-7
No: None

MOTION CARRIED

b) City Council Nominations

Resolution #2009-08-261
Moved by Howrylak
Seconded by Kerwin

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:

Liquor Advisory Committee

Appointed by Council – Student 1-Year Term

Dane Lepola - Student Term Expires 07/01/2010

Parks & Recreation Board

Appointed by Council – Troy School District Rep.

Gary Hauff – Troy School District Rep. Term Expires 07/31/2010

Yes: All-7
No: None

MOTION CARRIED

E-3 Cancellation of Service Agreement with DOCVIEW, LLC and Allowing CLEMIS to Sell Police Department Traffic Crash Reports on their Secure Website

Resolution #2009-08-262
Moved by Beltramini
Seconded by Eisenbacher

RESOLVED, That Troy City Council hereby **APPROVES** cancelling the current Service Agreement with DOCVIEW, LLC and hereby **ALLOWS** CLEMIS to sell Police Department traffic crash reports on their secure website.

Yes: All-7
No: None

MOTION CARRIED

E-6 City Charter Amendments**Approval of City Charter Amendment – Proposals 1, 2, and 3**

Resolution #2009-08-263
Moved by Eisenbacher
Seconded by Beltramini

RESOLVED, That Troy City Council hereby **APPROVES** as to form the ballot question titled Proposal 1, Proposal 2 and Proposal 3, as set forth in the attached document, for placement on the November 3, 2009 General Election Ballot, and hereby **DIRECTS** the City Clerk to forward this resolution, with attachments, to the Governor, Secretary of State, Attorney General, and Oakland County Clerk, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: All-7
No: None

MOTION CARRIED**Approval of City Charter Amendment – Proposal 4**

Resolution #2009-08-264
Moved by Eisenbacher
Seconded by Fleming

RESOLVED, That Troy City Council hereby **APPROVES** as to form the ballot question titled Proposal 4, as set forth in the attached document, for placement on the November 3, 2009 General Election Ballot, and hereby **DIRECTS** the City Clerk to forward this resolution, with attachments, to the Governor, Secretary of State, Attorney General, and Oakland County Clerk, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: Beltramini, Broomfield, Eisenbacher, Fleming, Howrylak
No: Kerwin, Schilling

MOTION CARRIED

Approval of City Charter Amendment – Proposal 5

Resolution #2009-08-265
Moved by Eisenbacher
Seconded by Fleming

RESOLVED, That Troy City Council hereby **APPROVES** as to form the ballot question titled Proposal 5, as set forth in the attached document, for placement on the November 3, 2009 General Election Ballot, and hereby **DIRECTS** the City Clerk to forward this resolution, with attachments, to the Governor, Secretary of State, Attorney General, and Oakland County Clerk, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: Beltramini, Broomfield, Eisenbacher, Fleming, Howrylak
No: Schilling, Kerwin

MOTION CARRIED

A brief power outage occurred at 8:27 PM.

Approval of City Charter Amendment – Proposal 6

Resolution #2009-08-266
Moved by Eisenbacher
Seconded by Fleming

RESOLVED, That Troy City Council hereby **APPROVES** as to form the ballot question titled Proposal 6, as set forth in the revised attached document, for placement on the November 3, 2009 General Election Ballot, and hereby **DIRECTS** the City Clerk to forward this resolution, with attachments, to the Governor, Secretary of State, Attorney General, and Oakland County Clerk, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: Beltramini, Broomfield, Eisenbacher, Fleming, Howrylak
No: Kerwin, Schilling

MOTION CARRIED

CONSENT AGENDA:

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

Resolution #2009-08-267
Moved by Eisenbacher
Seconded by Howrylak

RESOLVED, That all items as presented on the Consent Agenda are hereby **APPROVED** as presented.

Yes: All-7
No: None

MOTION CARRIED

F-1b Address of “F” Items Removed for Discussion by City Council and/or the Public

F-2 Approval of City Council Minutes

Resolution #2009-08-267-F-2

RESOLVED, That Troy City Council hereby **APPROVES** the Minutes of the 7:30 PM Regular City Council Meeting of August 17, 2009 as corrected.

F-3 City of Troy Proclamations:

Resolution #2009-08-267-F-3

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

- a) Frank and Rose Marie Dascenza – 50th Wedding Anniversary
- b) International Day of Peace – September 21, 2009

F-4 Standard Purchasing Resolutions – None Submitted

F-5 Approval to Temporarily Waive Parking Restrictions – Smith Middle School

Resolution #2009-08-267-F-5

RESOLVED, That Troy City Council hereby **WAIVES** the no parking restrictions on the west side of Donaldson Street from Square Lake Road to Cotswold Street, on September 24, 2009, 6:30 PM – 9:30 PM; November 18 and 19, 2009, 12:30 PM – 3:30 PM and 5:30 PM – 8:30 PM; March 18, 2010, 12:30 PM – 3:30 PM and 5:30 PM – 8:30 PM; May 21, 2010, 7:00 PM – 9:00 PM; and June 18, 2010, 9:30 AM – 11:00 AM.

F-6 Approval to Temporarily Waive Parking Restrictions – Congregation Shir Tikvah

Resolution #2009-08-267-F-6

RESOLVED, That Troy City Council hereby **WAIVES** the no parking restrictions on the east side of Northfield Parkway from the parking lot entrance to Congregation Shir Tikvah to the entrance to Boulan Park, on Friday, August 28, 2009, 6:30 PM – 10:30 PM; Friday, September 18, 2009, 7:00 PM – 11:00 PM; Saturday, September 19, 2009, 9:00 AM – 5:00 PM; Sunday,

September 27, 2009, 7:00 PM – 11:00 PM; and Monday, September 28, 2009, 9:00 AM – 9:00 PM.

F-7 Acceptance of a Water Main Easement – Troy BNK Investors, LLC – Section 28 – Sidwell #88-20-28-101-051 and -050

Resolution #2009-08-267-F-7

RESOLVED, That Troy City Council hereby **ACCEPTS** the Permanent Easement for water main from Troy BNK Investors, LLC, owner of the property having Sidwell #88-20-28-101-051 and -050; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **DIRECTS** the City Clerk to record the Permanent Easement with the Oakland County Register of Deeds, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

F-8 Private Agreement for Evaline Extension – Project No. 06.909.3

Resolution #2009-08-267-F-8

RESOLVED, That Troy City Council hereby **APPROVES** the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and Murray Deagle, for the installation of sanitary sewer, paving, sidewalks and soil erosion on the site and in the adjacent right of way, 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.

F-9 Rescind/Re-Bid Contract – Asphalt Patching Material/Cold – Resolution #2009-03-116a

Resolution #2009-08-267-F-9

WHEREAS, On March 30, 2009, a one-year contract to provide Asphalt Patching Material – Cold was awarded to the lowest bidder meeting specifications, Ultimate Epoxy d/a C&D Holdings Limited of Lake Orion, MI (Resolution #2009-03-116a); and

WHEREAS, Ultimate Epoxy d/a C&D Holdings Limited has been disqualified after non-compliance with the specified insurance requirements;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **RESCINDS** with prejudice the contract to provide asphalt patching material - cold from Ultimate Epoxy d/a C&D Holdings Limited and hereby **AUTHORIZES** the re-bid in September 2009.

MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

G-1 Announcement of Public Hearings: None Submitted

G-2 Memorandums: None Submitted

COUNCIL REFERRALS: Items Advanced to the City Manager by Individual City Council Members for Placement on the Agenda**H-1 Amendment to City Council Rules of Procedure Rule 6 – Order of Business – Relocate Public Comment after City Council Business****Public Comment received from:**

John Witt – Opposed original submittal

James Savage – Opposed original submittal

Resolution #2009-08-268

Moved by Howrylak

Seconded by Beltramini

RESOLVED, That Troy City Council hereby **AMENDS** the Council Rules of Procedure with modification to the Rules as follows:

6. ORDER OF BUSINESS

At each regular meeting of the Council, the business to be considered shall be taken up for consideration and disposition in the following order:

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **A. Certificates of Recognition**
6. **B. Carryover Items**
7. **C. Public Hearings**
8. **D. Postponed Items**
9. **E. Regular Business**
 - Council will move forward all of the “E” items on which members of the audience would like to address City Council, in accordance with the Rules of Procedure of the City Council, Article 16 - Members of the Public and Visitors.
10. **E. Regular Business**
 - Address Remaining “E” Items
11. **PUBLIC COMMENT** – Limited to Items not on the Agenda in accordance with the Rules of procedure of the City Council, Article 16 – Members of the Public and Visitors.
12. **F. Consent Agenda**
 1. Approval of “F” Items NOT Removed for Discussion
 2. Address of “F” Items Removed for Discussion
 - Council will move forward all of the “F” items on which members of the audience would like to address City Council, in accordance with the Rules of Procedure of the City Council, Article 16 - Members of the Public and Visitors.

13. **G. Memorandums and Future Council Agenda Items**
14. **H. Council Referrals**
 - Items appearing under Council Referrals are items brought forward by the Mayor or Council Members before the City Manager's agenda deadline for consideration at the next regular meeting.
15. **I. Council Comments**
 - Items brought forward by Mayor and Council will be placed on the next Regular Meeting Agenda for Action. Items appearing under Council Comments are not intended for discussion or action at the meeting at which they first appear.
16. **J. Reports**
 - No Public Comment received on "J" Items at this time.
17. **K. Study Items**
18. **Public Comment**
19. **L. Closed Session**
20. **Adjournment**

Yes: Eisenbacher, Fleming, Howrylak, Schilling, Beltramini

No: Kerwin, Broomfield

MOTION CARRIED

The meeting **RECESSED** at 9:30 PM.

The meeting **RECONVENED** at 9:45 PM.

Council Member Eisenbacher was absent from City Council Chamber when the meeting reconvened at 9:45 PM.

H-2 Resolution to Excuse Absent City Council Members – Referred by Council Member Eisenbacher

Resolution #2009-08-269

Moved by Eisenbacher

Seconded by Broomfield

RESOLVED, That Troy City Council hereby **EXCUSES** the absences of the following Council Members at the listed Council Meetings due to being absent from the county or due to illness:

- Regular Meeting on Monday, August 3, 2009: Mayor Louise Schilling – Due to Illness
- Regular and Special Meetings on Monday, July 20, 2009: Mayor Pro Tem Martin Howrylak – Out of County
- Regular Meeting on Monday, June 15, 2009: Council Member Wade Fleming and Mayor Pro Tem Martin Howrylak – Out of County
- Regular Meeting on Monday, June 1, 2009: Council Member Robin Beltramini – Out of County

- Regular Meeting on Monday, May 11, 2009: Council Member Robin Beltramini – Out of County
- Special Meeting on Monday, May 4, 2009: Mayor Pro Tem Martin Howrylak – Out of County
- Regular Meeting on Monday, April 6, 2009: Council Member Cristina Broomfield and Mayor Pro Tem Martin Howrylak – Out of County
- Regular Meeting on Monday, March 23, 2009: Mayor Pro Tem Martin Howrylak – Out of County
- Regular Meeting on Wednesday, February 18, 2009: Mayor Pro Tem Martin Howrylak – Out of County

Yes: Fleming, Howrylak, Schilling, Broomfield

No: Kerwin, Beltramini

Absent: Eisenbacher

MOTION CARRIED

Council Member Eisenbacher returned to the City Council Chamber at 9:48 PM.

Vote on Resolution to Reconsider Agenda Item H-1 *Resolution to Excuse Absent City Council Members*

Resolution #2009-08-270

Moved by Eisenbacher

Seconded by Fleming

RESOLVED, That Troy City Council hereby **RECONSIDERS** Agenda Item H-1 *Resolution to Excuse Absent City Council Members*.

Yes: All-7

No: None

MOTION CARRIED

Vote on Reconsidered Agenda Item H-1 *Resolution to Excuse Absent City Council Members*

Resolution #2009-08-271

Moved by Eisenbacher

Seconded by Broomfield

RESOLVED, That Troy City Council hereby **EXCUSES** the absences of the following Council Members at the listed Council Meetings due to being absent from the county or due to illness:

- Regular Meeting on Monday, August 3, 2009: Mayor Louise Schilling – Due to Illness
- Regular and Special Meetings on Monday, July 20, 2009: Mayor Pro Tem Martin Howrylak – Out of County

- Regular Meeting on Monday, June 15, 2009: Council Member Wade Fleming and Mayor Pro Tem Martin Howrylak – Out of County
- Regular Meeting on Monday, June 1, 2009: Council Member Robin Beltramini – Out of County
- Regular Meeting on Monday, May 11, 2009: Council Member Robin Beltramini – Out of County
- Special Meeting on Monday, May 4, 2009: Mayor Pro Tem Martin Howrylak – Out of County
- Regular Meeting on Monday, April 6, 2009: Council Member Cristina Broomfield and Mayor Pro Tem Martin Howrylak – Out of County
- Regular Meeting on Monday, March 23, 2009: Mayor Pro Tem Martin Howrylak – Out of County
- Regular Meeting on Wednesday, February 18, 2009: Mayor Pro Tem Martin Howrylak – Out of County

Yes: Schilling, Broomfield, Eisenbacher, Fleming, Howrylak

No: Kerwin, Beltramini

MOTION CARRIED

COUNCIL COMMENTS:

I-1 Council Comments:

Mayor Schilling raised questions in regard to the backup documentation for tonight's study session item, *K-1 Amendments to the Troy City Code: Update of Chapter 82 – Property Maintenance Code; Amendments to Chapter 48 – Litter; Chapter 82-B – Dangerous Buildings; Chapter 88 – Nuisance; and Deletion of Chapter 89 – Weed Control.*

Council Member Beltramini presented the new domestic violence poster from HAVEN and asked that City Management request a supply for posting.

Council Member Beltramini requested that minutes for advisory committees providing recommendations to City Council also include a summary of their discussions.

Mayor Schilling referenced an error in the *Employees Retirement System Board of Trustee* minutes in tonight's packet. She asked that a correction be made by replacing Mayor Pro Tem Howrylak's name with Council Member Eisenbacher's name.

Due to the length of time needed for the scheduled study session agenda item *K-1 Amendments to the Troy City Code: Update of Chapter 82 – Property Maintenance Code; Amendments to Chapter 48 – Litter; Chapter 82-B – Dangerous Buildings; Chapter 88 – Nuisance; and Deletion of Chapter 89 – Weed Control* it was determined that Council would meet tonight for a brief presentation by Mark Stimac, Director of Building and Zoning and the study item would appear on a future agenda.

REPORTS:

J-1 Minutes – Boards and Committees:

- a) Civil Service Commission (Act 78)/Final – March 30, 2009
 - b) Retiree Health Care Benefits Plan & Trust/Final – April 8, 2009
 - c) Historic District Commission/Final – June 11, 2009
 - d) Employees' Retirement System Board of Trustees/Final – June 24, 2009
 - e) Historic District Study Committee/Final – June 25, 2009
 - f) Historic District Study Committee/Final – July 7, 2009
 - g) Board of Zoning Appeals/Final – July 21, 2009
 - h) Historic District Commission/Final – July 21, 2009
 - i) Planning Commission/Draft – July 28, 2009
 - j) Planning Commission/Final – July 28, 2009
 - k) Planning Commission Special/Study/Draft – August 4, 2009
 - l) Planning Commission Special/Study/Final – August 4, 2009
 - m) Building Code Board of Appeals/Draft – August 5, 2009
 - n) Civil Service Commission (Act 78)/Draft – August 25, 2009
Noted and Filed
-

J-2 Department Reports:

- a) Purchasing Department – Final Reporting BidNet On-Line Auction Services – June 2009
 - b) Purchasing Department – Final Reporting BidNet On-Line Auction Services – July 2009
 - c) Building Department – Permits Issued July 2009
Noted and Filed
-

J-3 Letters of Appreciation:

- a) Letter of Thanks to Mark Miller from Shirley and Bill Schmidt in Appreciation of the Efforts of the Planning Department and Planning Commission Members
 - b) Letter of Thanks to Mark Miller and Brent Savidant from Boulan Park Middle School FLL Team (Robo Rockets) Regarding Transit Center Information
Noted and Filed
-

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

The meeting **RECESSED** at 9:57 PM.

The meeting **RECONVENED** at 10:05 PM.

STUDY ITEMS:

- K-1 **Amendments to the Troy City Code: Update of Chapter 82 – Property Maintenance Code; Amendments to Chapter 48 – Litter; Chapter 82-B – Dangerous Buildings; Chapter 88 – Nuisance; and Deletion of Chapter 89 – Weed Control**

PUBLIC COMMENT: Address of “K” Items

CLOSED SESSION:

L-1 No Closed Session Requested

ADJOURNMENT

The meeting **ADJOURNED** at 11:54 PM.

Louise E. Schilling, Mayor

Tonni L. Bartholomew, MMC
City Clerk

**PROCLAMATION
CELEBRATING 30 YEARS
CENTRAL WOODWARD CHRISTIAN CHURCH**

WHEREAS, **Central Woodward Christian Church** has met the religious needs of Troy residents and beyond since first worshipping in their current home on July 16, 1979; and

WHEREAS, The roots of **Central Woodward Christian Church** began in the late 1920s when two Detroit Disciples of Christ churches, Central Christian Church and Woodward Avenue Christian Church came together as one congregation under the leadership of the Rev. Dr. Edgar DeWitt Jones. A new building was erected on Woodward Avenue – the current home of Little Rock Missionary Baptist Church and held a service of dedication on October 7, 1979; and

WHEREAS, **Central Woodward Christian Church** took up temporary residence at the Seventh Day Adventist Church on Crooks Road in 1978. One year later, after the new facility was completed, the congregation took up residence at the corner of Big Beaver and Adams; and

WHEREAS, **Central Woodward Christian Church** continues its ministry that has long been known for its fine music ministry, its preaching ministry, and its educational ministries; and

WHEREAS, The changes that **Central Woodward Christian Church** has seen in the last 30 years are remarkable as they have continuously grown over the years. Throughout the Church's 30-year history the congregation has had outstanding leadership with four pastors, Rev. Robert H. Boyte, 1979-1988; Rev. Dr. Daniel Kuhn, 1988-1999; Rev. Dr. Rebecca Brown, 1999-2008; and Rev. Dr. Robert Cornwall, 2008-present; and

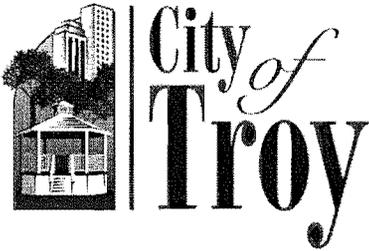
WHEREAS, **Central Woodward Christian Church** has an active Stephen's Ministry program that provides pastoral and spiritual care to members and non-members. It also has an active ministry in the community, which includes participation in the Troy Interfaith Group, the Troy Clergy Group, Habitat for Humanity, South Oakland Shelters, and more; and

WHEREAS, Among its most recent community outreach events, **Central Woodward Church** hosted the Troy Interfaith Group's International Day of Peace event in September 2008 and a community Good Friday service in April 2009; and

NOW, THEREFORE, BE IT RESOLVED, That the Troy City Council does hereby congratulate **Central Woodward Christian Church on its 30th Anniversary** and recognizes its impact upon not only its membership, but on the entire community; and

BE IT FURTHER RESOLVED, That the City Council joins the citizens of this community in appreciation and celebration of **Central Woodward Christian Church's 30th anniversary** as they enter into their future with dedication to both their faith and expanding their ministry in our community and beyond.

Presented this 14th day of September 2009.



CITY COUNCIL ACTION REPORT

September 3, 2009

TO: John Szerlag, City Manager

FROM: Mark F. Miller, Acting Asst. City Manager/Economic Development Services
Steven J. Vandette, City Engineer *SVJ/ugm*

SUBJECT: Standard Purchasing Resolution #1: Award to Low Bidder
Contract 09-11 – Section 18 & 19 Manhole Rehabilitation Program
Project No. 97.407.5

Recommendation:

- It is recommended that City Council award a contract for the Section 18 & 19 Manhole Rehabilitation Program project to Superior Excavating, Inc., 2791 Auburn Road, Auburn Hills, MI 48321, for their low bid amount of \$119,841.00. In addition, we are requesting authorization to approve additional work, if needed, not to exceed 25% of the original project cost.

Background:

- Bids were received and publicly read on September 2, 2009. The low bid of \$119,841.00 was submitted by Superior Excavating, Inc., 2791 Auburn Road, Auburn Hills, MI 48321, as shown on the attached tabulation of bids.
- The Engineer's estimate at the time of bidding was \$185,925.00. The low bid is \$66,085.00 or 35.5% below the Engineer's estimate.
- The work to be performed includes sealing and repairing approximately 200 sanitary manholes to eliminate ground and surface water from entering the sewer system.
- Work is scheduled to begin mid September 2009 and be complete by November 15, 2009.

Financial Considerations:

- Funds for this work are included in the sewer fund, account number 590.527.535.7973.974075. The budgeted amount includes funds for engineering, construction, inspection and contingencies.

Legal Considerations:

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

Policy Considerations:

- Troy adds value to properties through maintenance or upgrades of infrastructure and quality of life venues (Goal II).

BID TABULATION
SECTION 18 & 19 STCAP MANHOLE REHABILITATION
CITY OF TROY
OAKLAND COUNTY, MICHIGAN

Bids Due: September 2, 2009
HRC Job # 20090528

Engineer's Estimate

Superior Excavating, Inc.
2791 Auburn Road
Auburn Hills, MI 48321
248-853-7075

D & E Landscaping & Grading
69620 Loweplank
Richmond, MI 48062
586-727-4959

Item	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	
1. Remove & Replace Cover	101	ea	\$200.00	\$20,200.00	\$180.00	\$18,180.00	\$400.00	\$40,400.00
2. Remove & Replace Frame & Cover (Vegetation/Gravel)	16	ea	\$490.00	\$7,840.00	\$600.00	\$9,600.00	\$840.00	\$13,440.00
3. Remove & Replace Adjusting Rings (<2 ft, Vegetation/Gravel)	1	ea	\$590.00	\$590.00	\$600.00	\$600.00	\$475.00	\$475.00
4. Seal Leak(s) within Manhole with Hydrophobic Grout	5	ea	\$695.00	\$3,475.00	\$600.00	\$3,000.00	\$400.00	\$2,000.00
5. Apply External Chimney Sealant	16	ea	\$565.00	\$9,040.00	\$275.00	\$4,400.00	\$550.00	\$8,800.00
6. Adjust Elevation	12	ea	\$590.00	\$7,080.00	\$380.00	\$4,560.00	\$425.00	\$5,100.00
7. Apply Internal Chimney Sealant	120	ea	\$600.00	\$72,000.00	\$400.00	\$48,000.00	\$273.00	\$32,760.00
8. Seal Manhole Joints with Mortar	64	ea	\$400.00	\$25,600.00	\$225.00	\$14,400.00	\$195.00	\$12,480.00
9. Mobilization, (Max 5% Total)	1	LS	\$8,500.00	\$8,500.00	\$1,500.00	\$1,500.00	\$4,000.00	\$4,000.00
10. Inspection Crew Days	\$480.00	days	\$45.00	\$21,600.00	20	\$9,600.00	27	\$12,960.00
11. Traffic Control	1	LS	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
12. Soil Erosion & Sedimentation Control	1	LS	\$2,500.00	\$2,500.00	\$1.00	\$1.00	\$5,000.00	\$5,000.00
13. Sweeping	1	LS	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00
14. RCOC Permit Allowance	1	LS	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Total Amount of Bid				\$185,925.00		\$119,841.00		\$143,915.00

Additional Bidders
DiPonio Contracting, Inc. \$198,820.00
Mancon MI, Inc. \$292,940.00

* Corrected by Engineer

ENGINEER:
Hubbell, Roth & Clark, Inc.
555 Hulet Drive
P.O. Box 824
Bloomfield Hills, MI 48083-0824



CITY COUNCIL ACTION REPORT

September 4, 2009

TO: John Szerlag, City Manager

FROM: Mark Miller, Asst. City Manager/Economic Development Services
Steven J. Vandette, City Engineer *SJV*

SUBJECT: Agenda Item – Standard Purchasing Resolution #1: Award to Low Bidder
Contract 09-6 – NE Quarter Section 9 Bituminous Overlay and Florence Street
Paving S.A.D.
Project Nos. 01.508.5 and 08.108.1

Background:

- Bids were received and publicly read on September 2, 2009. The low bid of \$629,749.84 as submitted by Pro-Line Asphalt, can be seen in the attached tabulation of bids.
- The Engineer's estimate at the time of bidding was \$713,000.00. The low bid is therefore \$83,250.16 or 12% below the Engineer's estimate.
- Work will include pavement construction and rehabilitation on the following streets in Section 9: Florence, Blanche, Habrand, McKinley, Houghten, and Wright. This work is scheduled to start in October of 2009 and be complete by May 30, 2010.
- Pavement rehabilitation work on Blanche, Habrand, McKinley, Houghten, and Wright Streets is due to water main construction completed in 2009.
- Pavement construction work on Florence Street was petitioned by the residents and approved by City council in the form of a Special Assessment District (S.A.D.).

Financial Considerations:

- Funds for the NE Quarter Section 9 Bituminous Overlay are included in the 2009/10 Water Fund, account number 591.537.555.7972.015085. Funds for the Florence Street Paving S.A.D. are included in the Local Road Fund, account number 401.447.499.7989.081081. The budgeted amounts include funds for construction, inspection and contingencies.

Legal Considerations:

- Work was competitively bid and publicly opened with six (6) bidders responding.
- Award is contingent upon submission of proper proposal and bid documents, including insurance certificates, bonds and all specified requirements.

Policy Considerations:

- Troy adds value to properties through maintenance or upgrades of infrastructure and quality of life venues (Goal II).

Options:

- It is recommended that City Council award a contract for the NE Quarter Section 9 Bituminous Overlay and Florence Street Paving S.A.D. to Pro-Line Asphalt, 11797 29 Mile Road, Washington, MI 48095 for their low total bid amount of \$629,749.84. In addition, we are requesting authorization to approve additional work, if needed, not to exceed 10% of the original project cost.

Prepared by: Antonio Cicchetti, PE

G:\Contracts\Contracts - 2009\09-6 - NE Quarter Section 9 Bituminous Overlay & Florence Street Paving S.A.D\Correspondence\Bid Award.doc

BID TABULATION
CONTRACT 09-6
NE QUARTER SECTION 9 BITUMINOUS
OVERLAY AND FLORENCE STREET PAVING
S.A.D.
CITY OF TROY
OAKLAND COUNTY, MICHIGAN

Bids Due: September 2, 2009
Project #'s 01.508.5 & 08.108.1

TOTAL AMOUNT OF BID

Pro-Line Asphalt	\$629,749.84
* The T & M Companies	\$656,053.00
Florence Cement Company	\$669,953.55
Nagle Paving Company	\$691,520.00
Cadillac Asphalt, L.L.C.	\$692,445.73
AJAX Paving Industries, Inc.	\$762,296.00

*** Corrected by Engineer**

ELECTION COMMISSION MINUTES – Final**April 2, 2009**

A meeting of the Troy Election Commission was held Thursday, April 2, 2009, at City Hall, 500 W. Big Beaver Road. City Clerk Bartholomew called the Meeting to order at 8:12 AM.

ROLL CALL:

PRESENT: David Anderson, City Clerk Tonni Bartholomew
ABSENT: Timothy Dewan

Approval of Minutes: Regular Meeting of September 26, 2008

Resolution #EC-2009-04-003
Moved by Anderson
Seconded by Bartholomew

RESOLVED, That the Minutes of September 26, 2008, are **APPROVED** as submitted.

Yes: Anderson, Bartholomew
No: None
Absent: Dewan

MOTION CARRIED

Approval of Minutes: Regular Meeting of March 9, 2009

Resolution #EC-2009-04-004
Moved by Anderson
Seconded by Bartholomew

RESOLVED, That the Minutes of March 9, 2009, are **APPROVED** as submitted.

Yes: Anderson, Bartholomew
No: None
Absent: Dewan

MOTION CARRIED

Approval of Consolidation of All Applicable Precincts in the City of Troy for All Elections Which do not Contain Statewide Ballot Questions

Resolution #EC-2009-04-005
Moved by Anderson
Seconded by Bartholomew

RESOLVED, That the Election Commission of the City of Troy hereby **AUTHORIZES** that applicable precincts servicing qualified electors in the City of Troy be **CONSOLIDATED** for

all elections which do not contain state-wide ballot questions as deemed necessary and in accordance with MCL 168.659.

Yes: Anderson, Bartholomew
No: None
Absent: Dewan

MOTION CARRIED

Approval of Election Inspector Assignments – Tuesday, May 5, 2009 Election

Resolution #EC-2009-04-005
Moved by Anderson
Seconded by Bartholomew

RESOLVED, That the Election Commission hereby **APPROVES** the appointment of Election Inspectors for the Tuesday, May 5, 2009 Election, as presented by the City Clerk.

Yes: Anderson, Bartholomew
No: None
Absent: Dewan

MOTION CARRIED

Adjournment:

The meeting was adjourned at 8:16 AM.

Tonni L. Bartholomew, MMC
City Clerk

A meeting of the **Troy Youth Council (TYC)** was held on May 27, 2009 at 7:00 PM at Troy Community Center, 3179 Livernois. Geon Woo Kim and Neil Shaw called the meeting to order at 7:04 p.m.

MEMBERS PRESENT: Willa Adamo
Disha Bora
Geon Woo Kim (Co Chair)
Joseph Niemiec (Secretary)
Vikram Prasad
Shaina Sekhri
Neil Shaw (Co Chair)
Rachita Singh
Emily Wang
David Wylie

MEMBERS ABSENT: Jason Lee, Jennifer Liang, Sevita Rama
VISITORS: None
STAFF PRESENT: Scott Mercer, Recreation Supervisor

1. Roll Call

2. Approval of Minutes

Resolution # TY-2009-5-5

Moved by Bora
Seconded by Niemiec

RESOLVED, That the minutes of March 25, 2009 be approved.

Yes: All – 10
No: 0
Absent: 3 – Lee, Liang, Rama

3. Attendance Report:

Report reviewed by council members, no comments.

4. Interviews

3 candidates were interviewed. 4 applications were on file. Interviews lasted approximately three minutes each. The list of applicants is below.

Last Name	First Name	Grade	School
Jalukar	Supriya	10	Troy High
Mukundan	Ananya	9	International Academy East
Palle	Sumana	10	Troy High

Resolution to Recommend Applicants for Seats on the Troy Youth Council

Resolution # TY-2009-5-6

Moved by Niemiec
Seconded by Wylie

RESOLVED, That Supriya Jalukar, Ananya Mukundan and Sumana Palle are recommended for appointment to fill the vacant seats on the Troy Youth Council.

Yes: All - 10
No: 0
Absent: 3 – Lee, Liang, Rama

5. Teens Taking Action
No Report

6. Troy Daze
No report

7. Motion to Excuse Absent Members Who Have Provided Advance Notification

No Motion

Resolution # TY-2009-5-7

Moved by Wylie
Seconded by Prasad

RESOLVED that Lee, Liang and Rama are excused.

Yes: 10
No: 0
Absent: 3 - Lee, Liang, Rama

8. Youth Council Comments – None

9. Public Comments – None

10. Adjournment – 7:45 p.m.

Neil Shaw, Co-chair

Scott Mercer, Recreation Supervisor

Reminder Next Meeting: August 26 at 7:00 P.M.

TROY ETHNIC ISSUES ADVISORY BOARD
Minutes for Tuesday, June 2, 2009

I. Call to Order 7:05 pm

II. Roll Call

Present Kelly Jones
 Karen Yelder
 Cathy Francois
 Mayada Fakhouri
 Sharon MacDonell
 John Witt
 Veena Rao
 Cindy Stewart, City Liaison

Absent Reuben Ellis
 Michelle Haight
 Lily Huang, Student Rep
 Aries Tao, Student Rep

III. **Approval of Minutes**

Motion to approve April 14, 2009 minutes by Cathy Francois seconded by Kelly Jones.

IV. **Correspondence/Articles**

“On May 5th, Mexican dominance Irks other Latinos” - May 5, 2009, Associated Press.

“Justice for Walter Swift” Innocence Project

“Multicultural Multiracial Community Council Kicks Off Porch Parties”- May 22, 2008

“The Stoning of Soraya M” – Based on a true story- will be in theatres this July (only 11 cities). Cathy and her husband with other clergy were invited to a screening.

V. **Old Business**

Ethnicity Poster Contest - Information is on the City website and Cindy will send to

Troy Schools via the e-newsletter. Kelly suggested we ask Willie DeChavez to be a judge.

Elementary Schools - The new Diversity Coordinator is currently running a focus groups with Troy School District staff. They will eventually form a Diversity Council.

High School - Athens Ethnic Fair was well attended. Tim McAvoy expressed the need for translators/interpreters for the district to help new families assimilate into the community. He wants to compile a resource list. Has Tim tried the churches for contacts? Check police department, they had a list of interpreters.

African American Support Group – At the May meeting they recognized the 6 graduating seniors from Troy High and Athens. Michelle Baylor and her husband spoke to the group about their future. No meeting on June. Summer events being planned. Karen will keep us updated.

The Farmington and Farmington Hills Multicultural Multiracial (MCMR) Community Council sponsored a “Porch Party” on May 29 at 7 pm in downtown Farmington. Kelly will call the MCMR contact and report back to EIAB.

VI. **New Business**

a. Pointers for a Racism Free Community in Grand Rapids sponsored a community read on the book “Them” by Nathan McCall with a diversity consultant facilitating the group.

Michelle and Kelly would like to see if there is an interest in EIAB sponsoring a Book Club. Cindy will check Cathy Russ re: process/ideas for books. EIAB could come up with suggested book list and we could promote in Troy Today. Send ideas to Cindy by June 15

b. Translations for Refuse/Recycling Brochure – Currently, we have Arabic, Chinese and Russian translations. Cindy will send the flyer again to EIAB and The Board will ask contacts to help translate.

c. Cultural Celebration Day in Roseville - Kelly went (her daughter danced with their Polish Group). It was a Friday evening at 7 pm held at the High School and very well attended. Tables available for people/groups to promote their countries. Performers, dancers all evening on stage and vendors with food to purchase.

Kelly suggested we look into organizing an event like this. Mayada reminded the group this is exactly like the Sights and Sounds events we did a few years ago. We had Sights and Sounds of India, China, Italy, Arabic countries, etc. Also did a Sights and Sounds of the World which included many countries.

Kelly’s idea is to contact all PTO’s and ask if they’d be interested in being involved in a community- wide Diversity Celebration Event.

Currently schools having or will have Diversity Fairs are Leonard (Feb 2010), Schroeder (March), Athens, Baker and Barnard (May).

Kelly will draft a letter to send to PTO/PTA's. EIAB will discuss further at August meeting.

Senior Program - discuss at August meeting. We did this once a few years ago, Mayada was a speaker for the Arab culture.

Explore MI Roundtable or other organizations to help us with community events/programs. Tap into Universities or Community Colleges for information.

d. Cultural Brochures: (Email again to the Board).

Lily and Aries were working on gathering info for the brochure on China;

Veena – India and Mayada – Arab. Sharon compiled a lot on info on Japan.

VII. **Adjournment**

Motion by Veena Rao, seconded by John Witt to adjourn at 8:36 pm

Next Meeting Tuesday, August 4, 2009 at 7 pm

Kelly Jones, EIAB Vice Chair

Cindy Stewart, EIAB Recording Secretary

CHARTER REVISION COMMITTEE MINUTES - Final**July 13, 2009**

A meeting of the Troy Charter Revision Committee was held July 13, 2009, at City Hall, 500 W. Big Beaver Road. Chairman Daniel Bliss called the Meeting to order at 3:35 PM.

ROLL CALL:

PRESENT: Maryann Bernardi, Daniel Bliss, Jerry E. Bloom, Shirley Kanoza, William Weisgerber
ABSENT: Mark Solomon, Cynthia A. Wilsher
ALSO PRESENT: Acting City Manager John Szerlag, City Attorney Lori Bluhm, City Clerk Tonni Bartholomew

APPROVE THE AGENDA:

Resolution #CR-2009-07-008
 Moved by Bliss
 Seconded by Kanoza

RESOLVED, That the Agenda for the July 13, 2009 Charter Revision Committee meeting be **APPROVED** as placed on the table.

Yes: Bernardi, Bliss, Bloom, Kanoza, Weisgerber
 No: None
 Absent: Solomon, Wilsher

MOTION CARRIED**APPROVAL OF MINUTES: March 20, 2009**

Resolution #CR-2009-07-009
 Moved by Kanoza
 Seconded by Bernardi

RESOLVED, That the Charter Revision Committee Minutes of March 5, 2009 are hereby **APPROVED** as amended.

Yes: Bernardi, Bliss, Bloom, Kanoza, Weisgerber
 No: None
 Absent: Solomon, Wilsher

MOTION CARRIED**PROPOSED CHARTER AMENDMENT: Section 3.7 – Election of Mayor Pro Tem**

City Attorney Bluhm gave a brief overview of the proposed amendment. She noted that the amendment was overlooked back in 2005 when the State Law changes tied to Election Consolidation forced Charter amendments to bring the Charter into compliance.

Discussion continued on the impact of the amendment. Member Weisgerber suggested that the election of Mayor Pro Tem be by the electorate. He indicated that he also believes that the members of Council should be elected by Ward.

MOTION TO RECOMMEND PROPOSED CHARTER AMENDMENT: Section 3.7 – Election of Mayor Pro Tem

Resolution #CR-2009-07-010
Moved by Bliss
Seconded by Bloom

RESOLVED, That the Charter Revision Committee hereby **RECOMMENDS** the Staff Proposed Amendment to Section 3.7, Election of Mayor Pro Tem, as presented, be forwarded to City Council for placement on the November 3, 2009 General Election Ballot.

Yes: Bernardi, Bliss, Bloom, Kanoza, Weisgerber
No: None
Absent: Solomon, Wilsher

MOTION CARRIED

PROPOSED CHARTER AMENDMENT: Section 3.10 – City Manager; Appointment and Qualification

Member Kanoza questioned if there is really a problem with the length of time of 120 days or was the issue really with the Council process?

Member Bernardi stated that Councilwoman Beltramini opined in a City Council meeting that they botched it and member Bernardi stated that she agrees with the assessment; but, nonetheless, thinks that there are insufficient days for the process and supports placing the 180 day option before the voters. She noted that the process is much different today than it was when the original Charter language was drafted. She noted that the process often reaches far outside of Troy’s boundaries and there are also many more opportunities in the process; such as the public Town Hall meeting. She said she supports placing the 180 day option before the voters.

Member Bloom noted that he would not like to see the position vacant for that length of time.

Member Kanoza agreed that 180 days it too long. She noted that if the process were extended too long, the public would lose track of what was going on with the process.

Member Bernardi referenced comments made at the Council meeting by Council Member Beltramini. She noted that Council Member Beltramini’s husband works for higher education and they have a process built into the hiring of senior staff members that allows for an extension of a vacancy whenever there is a failed hiring process.

Member Weisgerber questioned what would happen if the Council did not fill the vacancy and how long could a vacancy exist? He suggested that the Mayor take over for a vacant City Manager.

MOTION TO RECOMMEND PROPOSED CHARTER AMENDMENT: Section 3.10 – City Manager; Appointment and Qualification:

Resolution #CR-2009-07-011
Moved by Bernardi
Seconded by Bliss

RESOLVED, That the Charter Revision Committee hereby **RECOMMENDS** the Staff Proposed Amendment to Section 3.10, City Manager; Appointment and Qualification, as presented referencing the length of time a vacancy in the office of City Manager be increased from 120 days to 180 days, be forwarded to City Council for placement on the November 3, 2009 General Election Ballot.

Yes: Bernardi, Bliss
No: Bloom, Kanoza, Weisgerber
Absent: Solomon, Wilsher

MOTION FAILED

PROPOSED CHARTER AMENDMENT: Section 3.10 – City Manager; Appointment and Qualification

City Attorney Bluhm gave a brief overview of the proposed amendment. She noted that the State Law changed 9 years ago. She noted that the amendment would mirror State Law. She informed the Committee that should the amendment not be placed on the ballot for voter's consideration or should the ballot question not receive sufficient votes, State Law would be referenced in the Charter and take precedence over the Charter provision.

MOTION TO RECOMMEND PROPOSED CHARTER AMENDMENT: Section 3.10 – City Manager; Appointment and Qualification:

Resolution #CR-2009-07-012
Moved by Bloom
Seconded by Bernardi

RESOLVED, That the Charter Revision Committee hereby **RECOMMENDS** the Staff Proposed Amendment to Section 3.10, City Manager; Appointment and Qualification, as presented referencing the Residency Requirement for the Troy City Manager, be forwarded to City Council for placement on the November 3, 2009 General Election Ballot.

Yes: Bernardi, Bliss, Bloom, Kanoza, Weisgerber
No: None
Absent: Solomon, Wilsher

MOTION CARRIED

PROPOSED CHARTER AMENDMENT: Section 3.10 – City Manager; Appointment and Qualification

Member Bernardi repeated her concerns voiced at the last meeting and indicated that she believes the proposal could result in more elections. She indicated that the amendment could discourage Council Members from running for the office of Mayor. She stated also believes the amendment adds complexity and grows the role of government. Member Bernardi stated that the amendment could result in as many as 6 vacant seats if all Council Members decided to run for the office of Mayor. However removing the Charter requirement entirely could result in only one vacancy and that seat could be filled by an appointment of Council.

Member Bloom indicated that he will be voting “no” as he has come up with a better solution. He noted that intent is to prevent surprises at the filing deadline and to make the process fair. The purpose is to attract good candidates.

Member Kanoza stated that she is a firm believer that Council Members should have to resign his or her position if they wish to seek another elective office. They should give their all either to the position they were elected to serve or 100% as a potential candidate. She does not believe you can do both.

MOTION TO RECOMMEND PROPOSED CHARTER AMENDMENT: Section 6.2 (g) – Vacancies in Elective Office:

Resolution #CR-2009-07-013
Moved by Bliss
Seconded by Kanoza

RESOLVED, That the Charter Revision Committee hereby **RECOMMENDS** the Staff Proposed Amendment to Section 6.2 (g), Vacancy in Elective Office, as presented, be forwarded to City Council for placement on the November 3, 2009 General Election Ballot.

Yes: Bliss, Kanoza,
No: Bernardi, Bloom, Weisgerber
Absent: Solomon, Wilsher

MOTION FAILED

CHARTER REVISION COMMITTEE MEETING SCHEDULE:

Member Bernardi indicated she prefers days, but can be available evenings.

Member Kanoza indicated she is available both days and evenings. She informed the Committee that Member Wilsher prefers evenings.

Member Bloom noted that he is available both days and evenings. He also stated that he will not be available the Month of March.

Member Weisgerber stated he is available at either time.

Chair Bliss stated he prefers late afternoon meetings, but could be available early evenings.

City Attorney Bluhm reminded the Committee that Member Solomon is a professor at Walsh and has evening classes.

MOTION TO INDICATE MEETING SCHEDULE PREFERENCES:

Moved by Bliss
Seconded by Weisgerber

RESOLVED, That the Charter Revision Committee hereby **REQUESTS** that future Committee meetings be scheduled in an alternating fashion, beginning with the next meeting in the evening and then rotating between day and evening meetings.

AMENDMENT:

Resolution #CR-2009-07-014
Moved by Bloom
Seconded by Bernardi

RESOLVED, That the motion be **AMENDED** by **SUBSTITUTING** “**REQUESTS** that” with “**PREFERS** that their”.

Yes: Bernardi, Bliss, Bloom, Kanoza, Weisgerber
No: None
Absent: Solomon, Wilsher

MOTION CARRIED

AMENDMENT:

Resolution #CR-2009-07-015
Moved by Bloom
Seconded by Bernardi

RESOLVED, That the motion be **AMENDED** by **INSERTING** “*the second Thursday of the month*” following “alternating fashion”.

Yes: Bernardi, Bliss, Bloom, Kanoza, Weisgerber
No: None
Absent: Solomon, Wilsher

MOTION CARRIED

VOTE ON AMENDED MAIN MOTION:

Resolution #CR-2009-07-016

Moved by Bliss

Seconded by Weisgerber

RESOLVED, That the Charter Revision Committee hereby **PREFERS** that their future Committee meetings be scheduled in an alternating fashion the second Thursday of the month, beginning with the next meeting in the evening and then rotating between day and evening meetings.

Yes: Bernardi, Bliss, Bloom, Kanoza, Weisgerber

No: None

Absent: Solomon, Wilsher

MOTION CARRIED

CHARTER REVISION COMMITTEE MEETING PUBLIC COMMENT RULES:

Member Bernardi noted that she believes the public should be allowed to address the Committee at both the beginning and end of the meeting.

Member Kanoza noted that the Committee is just an advisory committee and she believes the placement of Public Comment at the end of the agenda is correct.

Member Bloom suggested allowing public comment prior to every item.

Member Bernardi stated she does not understand the relevance of the statement that the "Committee is just an advisory committee". She believes the committee is pretty important. She indicated she agrees that public comment at each item would give the public an opportunity to comment prior to the committee voting.

Discussion continued on the placement of Public Comment on the Committee's Agenda and the length of time individuals would have to address the Committee. It was noted that the length of time could be at the discretion of the Chair.

City Attorney Bluhm advised the Committee that the Open Meetings Act does provide opportunity for committees to set rules for public comment. She cautioned giving the Chair the unlimited authority to establish time constraints, which could appear that the time limit was directed at the substance of the public comment and possibly quash any comment. She recommended that the committee establish a time frame by resolution and to consider adjusting the time frame at the beginning of a meeting if the committee had a large agenda or the large number of individuals wishing to address the committee.

MOTION TO ESTABLISH RULES FOR PUBLIC COMMENT AT CHARTER REVISION COMMITTEE MEETINGS:

Moved by Weisgerber
Seconded by Bloom

RESOLVED, That the Charter Revision Committee hereby **ALTERS** the Charter Revision Committee's Agenda Format to allow for Public Comment at the beginning of the agenda and prior to a vote on any motion that could result in a change to the Charter with the time limitation to be determined by the Chair at the beginning of each meeting.

MOTION TO POSTPONE:

Resolution #CR-2009-07-017
Moved by Kanoza
Seconded by Bernardi

RESOLVED, That the motion to establish Public Comment Rules be **POSTPONED** until the next meeting of the Charter Revision Committee.

Yes: Bernardi, Bliss, Bloom, Kanoza, Weisgerber
No: None
Absent: Solomon, Wilsher

MOTION CARRIED

City Clerk Bartholomew to provide the Committee with the City Council's Rules of Procedure Public Comment Section.

MOTION TO RECOMMEND PROPOSED CHARTER AMENDMENT: Section 6.2 (g) – Vacancies in Elective Office:

Resolution #CR-2009-07-018
Moved by Bloom
Seconded by Bernardi

RESOLVED, That the Charter Revision Committee hereby **RECOMMENDS** the following proposed Amendment to Section 6.2 (g), Vacancy in Elective Office, to be forwarded to City Council for placement on the November 3, 2009 General Election Ballot:

(g) Any member of City council who want to run for a City office at the next General City Election shall file an irrevocable letter of resignation that shall be effective no later than the next General City Election, and which shall be filed with the City Clerk no later than 4:00 PM on the 120th day prior to the next General City Election.

Yes: Bernardi, Bloom, Kanoza, Weisgerber
No: Bliss
Absent: Solomon, Wilsher

MOTION CARRIED

AUDIENCE PARTICIPATION: None.

ADJOURNMENT:

Resolution #CR-2009-07-019

Moved by Bloom

Seconded by Bliss

RESOLVED, That the Charter Revision Committee Meeting of Monday, July 13, 2009 be **ADJOURNED**.

Yes: Bernardi, Bliss, Bloom, Kanoza, Weisgerber

No: None

Absent: Solomon, Wilsher

Meeting ADJOURNED at 5:10 PM.

Daniel Bliss, Chair

Tonni L. Bartholomew, City Clerk

The Joint Meeting of the Birmingham Planning Board and Troy Planning Commission was called to order by Troy Planning Commission Chair Schultz at 7:30 p.m. on July 14, 2009 in the Lower Level Conference Room of the Troy City Hall.

1. ROLL CALL

Birmingham Planning Board

Present:

Robin Boyle, Chair
Carroll DeWeese
Gillian Lazar
Mark Nickita
Janelle Whipple-Boyce
Bryan Williams

Absent:

Sam Haberman

Birmingham Administration

Jana Ecker, Planning Director

Troy Planning Commission

Present:

Robert M. Schultz, Chair
Donald Edmunds
Michael W. Hutson
Mark Maxwell
John J. Tagle
Lon M. Ullmann

Absent:

Philip Sanzica
Thomas Strat
Mark J. Vleck

Troy Administration

Mark F. Miller, Planning Director
R. Brent Savidant, Principal Planner
Christopher Forsyth, Assistant City Attorney
Steve Vandette, City Engineer
Zak Branigan, Carlisle/Wortman Associates, Inc.
Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF AGENDA

Resolution # PC-2009-07-062

Moved by: Edmunds
Seconded by: Tagle

RESOLVED, To approve the Agenda as submitted.

MOTION CARRIED

3. MINUTES – Special Joint Meeting of April 16, 2009

Resolution # PC-2008-07-063

Moved by: Maxwell
Seconded by: Edmunds

RESOLVED, To approve the minutes of the April 16, 2009 Special Joint Meeting of the Birmingham Planning Board and Troy Planning Commission as prepared.

MOTION CARRIED

4. PUBLIC COMMENT – For Items Not on the Agenda

There was no one present who wished to speak.

5. TROY/BIRMINGHAM TRANSIT CENTER – Presentation by Wendel Duchscherer Architects & Engineers

Mr. Miller made a brief introduction and stated the purpose of the meeting is to receive comment on the design plans of the transit center, to which the firm of Wendel Duchscherer Architects & Engineers (WD) has prepared to 30% completion. Mr. Miller said going forward the project would change hands to Hubbel, Roth & Clark (HRC) for preparation of the Preliminary Site Plan. He noted that representatives of HRC are present at tonight's meeting. Mr. Miller said Carlisle/Wortman Associates, Inc. would assist HRC with landscape plans.

Ms. Ecker emphasized that the design plans are conceptual only and that HRC would bring the project forward for Preliminary Site Plan review.

Mr. Vandette addressed his participation in the project with Wendel Duchscherer, and introduced WD representatives Laird Pylkas, Project Manager, and David Zielinski, Architect.

Ms. Pylkas briefly discussed the design process.

Mr. Zielinski, in a PowerPoint presentation, reviewed recent revisions to the conceptual site plan and addressed the following:

- Tunnel; size (14' wide, 10' in height).
- Multiple access points (tunnel, stair, walkway).
- Relation to Doyle Avenue.
- Area for pedestrians to congregate.
- Access for cars, buses and handicapped parking.
- Traffic circulation.
- Lobby.
- Building construction materials.
- Evolving process from schematic design to construction.

Discussion and comments among members addressed the following:

- Grade and safety of walkway (inclement weather).
- Roofline design.
- Elevator (cost factor).
- Building square footage.
- Building floor plans (space allotted for mechanical, janitorial and electrical storage; potential to excavate and house in basement).
- Design of retaining walls.
- Focal point at end of tunnel.
- Distance from off-street parking to Amtrak platform.
- Protection/shelter from inclement weather (drop-off area, canopy).
- Platform location (potential to switch tracks).
- Traffic circulation; bus and taxi access.
- Tunnel. 1) Safety, security and maintenance. 2) Traversing site relative to width and height.
- Accommodation for cyclists, users of other transportation modes.
- Designs of Birmingham and Troy sides; specialize to individual City.
- Funding of project and time line to move project forward.
- Modular plan for potential to expand in future.
- Correlation to SMART bus routes.

It was noted that HRC representatives have been meeting regularly with City representatives and are intimately familiar with the project.

HRC representatives identified the following focus on the project:

- Enhance platform area and public space.
- Develop Troy side to create more than a shelter.
- More emphasis on multi modal access.
- Less emphasis on multiple small structures.

Ms. Ecker indicated she is working on an operational and maintenance plan.

6. TROY/BIRMINGHAM TRANSIT CENTER PARKING LAYOUT – City of Birmingham

Mr. Miller presented three exhibits relating to the City of Birmingham parking that addressed traffic circulation, angled parking and perpendicular parking.

Ms. Ecker asked members to voice their preference on parking; perpendicular parking on both sides versus angled parking on one side.

Discussion followed.

The following determinations were made:

- Provide parking and sidewalks on both sides.
- Provide additional handicapped parking on Birmingham side.
- Provide pedestrian drop-off area.
- Negotiate with school to acquire small strip of land.
- Provide covered bike/moped/scooter parking.

OTHER BUSINESS

7. **PUBLIC COMMENT** – Items on Current Agenda

There was no one present who wished to speak.

8. **PLANNING BOARD AND PLANNING COMMISSION COMMENT** – Items on Current Agenda

Favorable comments from around the table were made with respect to the progress and productivity of tonight's meeting.

ADJOURN

The Special/Study Meeting of the Planning Commission adjourned at 9:40 p.m.

Respectfully submitted,

Robert M. Schultz, Chair

Kathy L. Czarnecki, Recording Secretary

The Chairman, Ted Dziurman, called the meeting of the Building Code Board of Appeals to order at 8:32 A.M. on Wednesday, August 5, 2009 in the Lower Level Conference Room of the Troy City Hall.

PRESENT: Ted Dziurman
Bill Nelson
Tim Richnak
Mark Stimac
Frank Zuazo

ALSO PRESENT: Paul Evans, Housing & Zoning Inspector Supervisor
Pamela Pasternak, Recording Secretary

ITEM #1 – APPROVAL OF MINUTES – MEETING OF JULY 1, 2009

Motion by Richnak
Supported by Stimac

MOVED, to approve the minutes of the meeting of July 1, 2009 as written.

Yeas: All – 5

MOTION TO APPROVE MINUTES CARRIED

ITEM #2 – VARIANCE REQUEST. MR. & MRS. KENNETH BUDRY, 884 HIDDEN RIDGE, for relief of Chapter 83 to install a 5' high privacy fence.

Mr. Stimac explained that the petitioner is requesting relief of the Ordinance to install a privacy fence. Because of the location of this lot and the orientation of the adjacent homes, this lot is classified as a double front corner lot. As such, it has front yard requirements along Hidden Ridge Drive both on the north and east side of the property. Because of the common rear yard relationship with the property to the west, Chapter 83 limits fences in the yard to the north of this house to a non-obscuring fence not more than 48" in height. The site plan submitted indicates a 5' high obscuring fence at the front property line along the north property line adjacent to Hidden Ridge.

This item first appeared before this Board at the meeting of July 1, 2009 and was postponed to allow the petitioner the opportunity to investigate landscape alternatives and also for the petitioner to consider moving the fence back off the property line.

Mrs. Olivia Olsztyn-Budry was present.

Mr. Stimac questioned the revised plan submitted and asked why Ms. Budry wanted to extend the chain link fence along the north property line and install a 6' high fence along the east and west sides of the property.

Ms. Budry stated that she did not feel the Board would approve a privacy fence along the north property line without moving the fence back.

ITEM #2 – con't.

Mr. Stimac asked if this request had gone from a 5' high privacy fence to a 6' high privacy fence.

Ms. Budry stated that her neighbors had indicated they would not want to see a 6' high fence and that is the reason she modified her application and asked for a 5' high fence. Ms. Budry said that since she was not going to install the fence along the property line, she would rather have a 6' high fence on the east and west sides of the property.

Mr. Stimac explained that the Public Hearing notices published indicated a 5' high fence and without advertising another Public Hearing requesting a 6' high fence, this Board would not be able to grant this variance request.

Ms. Budry said that she did not want to come back to the Board and would be fine with the 5' high fence. Eventually they want to fence in the entire back yard and she is planning to add landscaping, although she is not quite sure of what kind of landscaping at this time. The fence on the west side of the property would not be visible.

Mr. Stimac asked what the benefit would be to have a 5' high fence along the east side of the property.

Ms. Budry stated that they want to add privacy from the front side of the yard. Ms. Budry further stated that they want to add a "car gate" to that side of the yard. They are hoping to achieve privacy and the fence on the east side of the property would be setback 30'.

The Chairman opened the Public Hearing. No one wished to be heard and the Public Hearing was closed.

There are two (2) written approvals on file. There is one (1) written objection on file.

Mr. Richnak asked how long a permit was viable once it was issued.

Mr. Stimac said that the permit is good for one-year, and also stated that a variance granted by this Board only has a one-year time frame.

Motion by Richnak
Supported by Nelson

MOVED, to grant Mr. & Mrs. Kenneth Budry, 884 Hidden Ridge, relief of Chapter 83 to install a 5' high privacy fence.

- 5' high privacy fence setback 30' on the east side of the property.
- 5' high privacy fence along the west property line.
- Approval of the higher fence is due to the fact that there is landscaping, at least that high, on the adjacent property.

Yeas: 4 – Nelson, Richnak, Stimac, Dziurman

ITEM #2 – con't.

Abstain: 1 – Zuazo

MOTION TO GRANT VARIANCE CARRIED

ITEM #3 – VARIANCE REQUEST. JEFF JOHNSON, HARMON SIGN COMPANY, 3688 ROCHESTER, for relief of Chapter 85 to erect a 198 square foot sign located 5' from the property line where Chapter 85.02.05 (c) (4) requires ground signs over 100 square feet in size to be setback more than 30' from the front property line.

Mr. Stimac explained that the petitioner is requesting relief of Chapter 85 to erect a 198 square foot ground sign. Chapter 85.02.05 (c) (4) requires ground signs over 100 square feet in size to be setback more than 30' from the front property line. The site plan submitted indicates the sign is proposed to be located 5' from the front property line.

Mr. Stimac further stated that Item #3 and Item #4 were very similar in nature and asked that the Board take testimony on both items at the same time.

Mr. Stimac said that the City is in the process of a project to widen Rochester Road by acquiring portions of existing parcels. The existing signs which were originally constructed in compliance with the Ordinance or with variances are now being relocated, and due to the acquisitions made by the City require new variances.

Mr. Jeff Johnson of Harmon Sign Company was present and stated that after the City's acquisition of right of way and easements the signs will not be visible because of existing trees and buildings.

Mr. Richnak asked if the signs would be located behind the buildings if setback 30' from the front property line.

Mr. Johnson said that the signs would be behind the buildings.

Mr. Stimac said that the existing signs are in conformance with the original Ordinance, or have received variances. Signs will move back from the current location because of the widening of Rochester Road.

Mr. Stimac also said that in addition to the road acquisition the City is also acquiring an easement.

Mr. Richnak asked if the existing signs would be moved back, or if new signs would be constructed.

Mr. Johnson said that certain portions of the signs will be changed, but in essence the new signs will look like the existing sign.

The Chairman opened the Public Hearing.

ITEM #3 & ITEM #4 – con't.

Ms. Cathy Fucinari, 3754 Edenderry, was present. Ms. Fucinari stated that she lives behind the car wash at 3785 Rochester and said that the owners of the car wash cut several of her trees causing them to die. Ms. Fucinari said that without the trees, she is very concerned about the visibility of the sign from her home.

Mr. Bob Waldron, the owner of the car wash was present and stated that they only removed the branches that were hanging over the wall separating the two properties.

Ms. Fucinari stated that these branches should not have been removed until she was contacted. These trees acted as a screen and Ms. Fucinari feels that someone from the car wash should have contacted them so the work could have been professionally done and the trees would not have been damaged. Ms. Fucinari also expressed concern that the sign would be closer to her home.

Mr. Stimac informed Ms. Fucinari that the reason the petitioner was asking for a variance was to not have to move the sign farther back, but to keep it closer to Rochester Road. If this request is denied the petitioner will have to move the sign closer to the rear property line.

Ms. Fucinari said that she believes in order for someone to have a variance granted, they should have a “good neighbor” policy.

Mr. Stimac stated that variances are granted on a property that addresses applications of the Ordinance which cause a hardship for that property.

No one else wished to be heard and the Public Hearing was closed.

There is one (1) written approval on file. There are no written objections on file.

Motion by Richnak
Supported by Nelson

ITEM #3

MOVED, to grant Jeff Johnson, Harmon Sign Company, 3688 Rochester, relief of Chapter 85 to erect a 198 square foot sign located 5' from the property line where chapter 85.02.05 (c) (4) requires ground signs over 100 square feet in size to be setback more than 30' from the front property line.

- Acquisition of property by the City of Troy to widen Rochester Road causes the existing sign to be relocated creating a hardship.
- Variance is not contrary to public interest.
- Variance will not have an adverse effect to surrounding property.

Yeas: All – 5

ITEM #3 – con't.

MOTION TO GRANT VARIANCE CARRIED

ITEM #4 – VARIANCE REQUEST. JEFF JOHNSON, HARMON SIGN COMPANY, 3785 ROCHESTER, for relief of Chapter 85 to erect a 198 square foot ground sign located 13' from the front property line where Chapter 85.02.05 (c) (4) requires ground signs over 100 square feet in size to be setback more than 30' from the front property line.

Petitioner is requesting relief of Chapter 85 to erect a 198 square foot ground sign. Chapter 85.02.05 (c) (4) requires ground signs over 100 square feet in size to be setback more than 30' from the front property line. The site plan submitted indicates the sign is proposed to be 13' from the front property line.

Motion by Richnak
Supported by Nelson

MOVED, to grant Jeff Johnson, Harmon Sign Company, 3785 Rochester, relief of Chapter 85 to erect a 198 square foot ground sign located 13' from the front property line where Chapter 85.02.05 (c) (4) requires ground signs over 100 square feet in size to be setback more than 30' from the front property line.

- Acquisition of property by the City of Troy to widen Rochester Road causes the existing signs to be relocated causing a hardship.
- Variance is not contrary to public interest.
- Variance will not have an adverse effect to surrounding property.

Yeas: All – 5

MOTION TO GRANT VARIANCE CARRIED

ITEM #5 – VARIANCE REQUEST. JEFFREY DRAKSLER, 6947 NORTHPOINT, for relief of Chapter 85 to install a 6' high fence.

The Building Department has received a written request from Mr. Draksler asking that this request be withdrawn.

Motion by Richnak
Supported by Zuazo

MOVED, to note and file the withdrawal of this item by Jeffrey Draksler, 6947 Northpoint.

Yeas: All – 5

MOTION TO NOTE AND FILE WITHDRAWAL CARRIED

ITEM #6 – VARIANCE REQUEST. METRO DETROIT SIGNS, 2800 LIVERNOIS, for relief of the Ordinance to erect a 166 square foot wall and a 122 square foot wall sign on an existing office building.

Mr. Stimac explained that the petitioner is requesting relief of the Ordinance to erect two (2) wall signs, one that is 166 square feet and the other that is 122 square feet on the existing office building. Chapter 85.02.05 (c) (3) of the Sign Ordinance allows one wall sign up to 200 square feet per building.

Mr. Paul Deters of Metro Detroit Signs was present. Mr. Deters explained that this building is the Troy Office Center and the Humana sign will face I-75. There is almost 300' of setback between the building and I-75. Mr. Deters said that he has been working closely with the landlord and they feel that Humana is a major tenant. This sign will enable people to know where to enter the building for Humana.

Mr. Deters also stated that this is a glass building and they have tried to set up both signs to match the horizontal lines on the building. The other sign is for Martinrea and this permit has been obtained. The landlord is very excited to get these two (2) tenants and both signs will be facing I-75.

Mr. Richnak asked if this was lighted sign.

Mr. Deters said that only the letters would be backlit. Due to the nature of the glass on this building, the only lettering that shows up well is white.

Mr. Stimac asked if the Humana sign would be on the south elevation of the building and Mr. Deters said that was correct. A discussion began about the size of the sign and Mr. Richnak asked if the sign would be in the proposed location because of an existing 4' border.

Mr. Deters stated that they want to line up the signs to match the vertical lines between each window pane. The proposed letter height of approximately 47 ¼" can be seen from I-75, which is technically 300' away.

The Chairman opened the Public Hearing. No one wished to be heard and the Public Hearing was closed.

There are no written approvals or objections on file.

Mr. Dziurman asked if there were other signs on the building.

Mr. Deters said that the sign for Martinrea was ordered last week.

Mr. Stimac said that permit was issued as it was for a single sign under 200 square feet. Mr. Stimac also asked what portion of the building each of these companies occupies.

Mr. Deters said that he did not know the percentage of space being occupied but the landlord considers them major tenants. Humana occupies one building and Martinrea occupies the other.

ITEM #6 – con't.

Mr. Stimac asked if the landlord would allow other tenants in this building to obtain signage.

Mr. Deters said that he felt it would be up to this Board although he does not feel there is any benefit to adding signs to any other elevation.

Mr. Richnak asked how much of these two (2) buildings Humana occupies.

Mr. Deters said that he was not sure but Osprey considers them a major tenant and a flagship tenant.

Mr. Dziurman suggested that Mr. Deters inform the landlord that this Board will not be very happy to have other tenants come forward requesting variances for additional signs.

Mr. Richnak stated that if Humana is a 10% client and another tenant comes along that is a 90% tenant, the Humana sign would have to be removed before another sign could be added. Mr. Richnak indicated that he does not want any more signage on this building.

Mr. Stimac said that any request for signage on this building would have to come before this Board.

Mr. Deters stated that he would be happy to relay that message to Osprey and would suggest that they tell any future tenants that signage is not part of a lease package.

Mr. Zuazo asked if there was any way for the Building Department to indicate that there are limitations on this building regarding signage. Mr. Stimac said that without future action of the Board a 20 square foot sign for a first floor tenant would be all that would be permitted.

Mr. Richnak stated that he would like it made clear to the landlord that no other signage would be allowed.

Mr. Deters said that he would relay that message to Osprey.

Motion by Richnak
Supported by Nelson

MOVED, to grant Metro Detroit Signs, 2800 Livernois, relief of the Ordinance to erect a second wall sign that is 166 square feet where Chapter 85.02.05 (c) (3) of the Sign Ordinance allows one wall sign up to 200 square feet per building.

- Other than a 20 square foot tenant sign, all other signage will require a variance.

Yeas: All – 5

MOTION TO GRANT VARIANCE CARRIED

ITEM #7 – VARIANCE REQUEST. METRO DETROIT SIGNS, 1755-1759 MAPLELAWN, for relief of Chapter 85 to erect a 128 square foot ground sign with a proposed setback of 20' from the front property line.

Mr. Stimac explained that the petitioner is requesting relief of the Ordinance to erect a 128 square foot ground sign with a proposed setback of 20' from the front property line. Table 85.02.05 requires signs exceeding 100 square feet in area to be setback 30' from the front property line. Mr. Stimac also stated that the existing ground sign has a fixed panel and the petitioner is proposing to replace that fixed panel to an electronic changeable message board.

Mr. Deters of Metro Detroit Signs was present and stated that if this sign were straight off of the column it would meet the requirements of the Ordinance, but would not be an attractive sign. Mr. Deters said that they would like to keep the same of look for this sign. The reason for the change is that Suburban is doing a lot of work on that building and they are trying to spruce up the appearance to bring in more business. Another competitor will be moving in across the street from them. Basically they are asking for some latitude regarding the configuration of the sign.

Mr. Richnak stated that the "flag" portion of the sign is 3' x 8' and the petitioner is proposing to put a cabinet that is 4'-8" tall and 88" wide so the sign will be taller but the "flag" portion will be smaller.

Mr. Deters indicated that it would be 7 to 8 square feet larger.

Mr. Dziurman asked if the sign was on both sides of the column.

Mr. Deters said that it was on both sides of the post and that is the reason it exceeds the 24" depth.

The Chairman opened the Public Hearing. No one wished to be heard and the Public Hearing was closed.

There are no written approvals or objections on file.

Mr. Stimac asked if the actual sign surface was approximately 71 square feet and Mr. Deters confirmed that was correct. Mr. Stimac also stated that the unusual shape of the sign proposes a hardship in the way that the sign ordinance measures the sign.

Mr. Richnak stated that the sign is coming in narrow and even though it will be a little higher, the "flag" portion of the sign will cover up more of the pillar. Mr. Richnak said that the square footage would be about the same and he did not see a big change.

Motion by Richnak
Supported by Nelson

MOVED, to grant Metro Detroit signs, 1755-1759 Maplelawn, relief of chapter 85 to erect a 128 square foot ground sign with a setback of 20' from the front property line where 30' is required.

ITEM #7 – con't.

- Unusual shape of sign proposes a hardship.
- Variance is not contrary to public interest.
- Variance will not have an adverse effect to surrounding property.

Yeas: All – 5

MOTION TO GRANT VARIANCE CARRIED

The Building Board Code of Appeals meeting adjourned at 9:24 A.M.

Ted Dziurman, Chairman

Pam Pasternak, Recording Secretary

CHARTER REVISION COMMITTEE MINUTES - Draft**August 13, 2009**

A meeting of the Troy Charter Revision Committee was held August 13, 2009, at City Hall, 500 W. Big Beaver Road. Chairman Daniel Bliss called the Meeting to order at 10:48 AM.

ROLL CALL:

PRESENT: Maryann Bernardi, Daniel Bliss, Jerry E. Bloom, Shirley Kanoza, William Weisgerber, Cynthia A. Wilsher
ABSENT: Mark Solomon
ALSO PRESENT: Assistant City Attorney Christopher Forsyth, City Clerk Tonni Bartholomew

RESOLUTION TO EXCUSE MEMBER:

Resolution #CR-2009-08-020

Moved by Wilsher

Seconded by Bernardi

RESOLVED, That Member Solomon be **EXCUSED** from the meeting of August 13, 2009 Due to a health issue.

Yes: Barno, Bernardi, Bliss, Bloom, Kanoza, Weisgerber, Wilsher

No: None

Absent: Solomon

MOTION CARRIED**APPROVAL OF MINUTES: July 13, 2009**

Member Bernardi made a correction to the minutes regarding her statements listed on pages two and four. She also noted that she voted incorrectly on Resolution CR-09-07-018 and had emailed the City Council about this.

Resolution #CR-2009-07-021

Moved by Bloom

Seconded by Kanoza

RESOLVED, That the Charter Revision Committee Minutes of July 13, 2009 are hereby **APPROVED** as amended.

Yes: Bernardi, Bliss, Bloom, Kanoza, Weisgerber, Wilsher

No: None

Absent: Solomon

MOTION CARRIED**PROPOSED CHARTER AMENDMENTS****A. Section 6.2(g) – Vacancies in Elective Office**

City Clerk Bartholomew gave a brief overview of the proposed amendment and noted that the proposed amendment is being proposed to reduce the complexity of the ballot questions and reducing the number of ballot questions. Originally, 6.2(g) was being considered for a major amendment to accommodate the request of Council, however looking at the potential impacts of the amendment and the difficulty writing ballot language for the proposed amendment to be contained within one section of the Charter, it was determined that a slight modification to Section 6.2(g) to only modify the date of the submittal and dissect the amendment into three actions would be desirable for both the final Charter should the amendments be adopted and for the ease of understanding as a ballot question. Ms. Bartholomew also noted that the current Charter provision for resignation is problematic. Should a member of Council resign under the current provision and Council did not exercise its right to appoint, a Special Election would be called as there is no time provision for the notification of the vacancy of office or for potential candidate to file petitions to run for a two-year created by the resignation.

Discussion continued on the impact of the amendment. Member Weisgerber suggested that the amendments be drafted as one item. Assistant City Attorney Forsyth noted that each Section and/or topic requires a ballot question.

Member Wilshire questioned the rationale for the amendments. She inquired if the changes are from a personal agenda and if there are other communities with similar provisions. Assistant City Attorney Forsyth noted that there is similar resignation language provision in Township law.

Member Bernardi reviewed potential for resignations tied to several different life circumstances. She identified some resignation potentials as job relocation, illness, and other family circumstances.

MOTION TO RECOMMEND PROPOSED CHARTER AMENDMENT: Section 6.2(g) – Vacancies in Elective Office

Resolution #CR-2009-08-022

Moved by Bliss

Seconded by Bernardi

RESOLVED, That the Charter Revision Committee hereby **RECOMMENDS** the Staff Proposed Amendment to Section 6.2(g), Vacancies in Elective Office, as presented, be forwarded to City Council for placement on the November 3, 2009 General Election Ballot.

Yes: Bernardi, Bliss, Bloom, Kanoza, Weisgerber, Wilsher

No: None

Absent: Solomon

MOTION CARRIED

B. Section 6.2.1 – Irrevocable Letter of Resignation

Member Bloom suggested that the word “takes” be replaced with “shall take” in both the proposed Charter language and proposed ballot question.

Member Bernardi referenced comments made by the Council at the City Council meeting of August 3, 2009. She questioned the placement of a vacant Council seat on a Primary Election ballot as the election is a partisan election. The City Clerk indicated that the Primary Election ballot contains a non-partisan section as well as the partisan section and mechanically the office could be placed on the ballot.

Member Wilsher noted that the proposed amendments are very complex and it will be very difficult to convey the intent of the amendments to the voter. She asked if there will be sufficient time to provide the voter with information on the proposals. Member Wilsher stated that the City Attorney Bluhm indicated to Council that the time frame will be tight. Member Wilsher referenced the untimely distribution of election materials prior to the November General Election last year and asked if there is enough time to get the task accomplished this year. She referenced the problems associated with the distribution of materials after the Absent Voter (AV) ballot mailing. City Clerk Bartholomew noted that if City Council requested the distribution of materials that there is more flexibility with this election than there was in the situation referenced by Member Wilsher as this is not an even-year State-wide Primary. The time frame is very tight and every effort will be made to get the publication out before the AV Ballots.

Chair Bliss informed the Committee that he intended does not like the irrevocable letter of resignation provision and intends to vote “no”. He believes that a Council member should resign from their seat if they choose to run for another office.

MOTION TO RECOMMEND PROPOSED CHARTER AMENDMENT: Section 6.2.1 – Irrevocable Letter of Resignation

Resolution #CR-2009-08-023
Moved by Bloom
Seconded by Bernardi

RESOLVED, That the Charter Revision Committee hereby **RECOMMENDS** the Staff Proposed Amendment to Section 6.2.1, Irrevocable Letter of Resignation, as presented with substitution of the word “shall take” for the word “takes” in both the proposed Charter language and the proposed ballot question, be forwarded to City Council for placement on the November 3, 2009 General Election Ballot.

Yes: Bernardi, Bloom, Weisgerber
No: Bliss, Kanoza, Wilsher
Absent: Solomon

MOTION FAILED

C. Section 6.7 – Filing Vacancies in Elective Office

Member Bernardi voiced concern and noted that she believes that recommending the placement of the proposed question to City Council for placement on the ballot is very important. She referenced the importance of having the voter elect representation especially when a partial term could be as long as four years.

Member Kanoza stated that the electorate voted in the City Council members and she believes that they should be trusted to make decisions on the voter's behalf, including decisions on difficult decisions such as Council partial term appointments.

Member Bernardi indicated that she agrees on most of Member Kanoza's statement, except when the term is very lengthy. She stated it could be as long as four years.

CALL THE QUESTION

Resolution #CR-2009-08-024

Moved by Bloom

Seconded by Weisgerber

RESOLVED, That the Chair **CALL** the question.

Yes: Bernardi, Bliss, Bloom, Kanoza, Weisgerber, Wilsher
No: None
Absent: Solomon

MOTION TO RECOMMEND PROPOSED CHARTER AMENDMENT: Section 6.7 – Filing Vacancies in Elective Office

Resolution #CR-2009-08-023

Moved by Bloom

Seconded by Bernardi

RESOLVED, That the Charter Revision Committee hereby **RECOMMENDS** the Staff Proposed Amendment to Section 6.7, Filing Vacancies in Elective Office, as presented, be forwarded to City Council for placement on the November 3, 2009 General Election Ballot.

Yes: Bernardi, Bliss, Bloom, Kanoza, Weisgerber
No: Wilsher
Absent: Solomon

MOTION CARRIED

Chair Bliss recessed the meeting at 11:43 AM and reconvened the meeting at 11:46 AM.

D. Section 6.7.1 – Filing Vacancies in Elective Office Created by an Irrevocable Letter of Resignation by Regular Election

City Clerk Bartholomew gave a brief overview of the proposed amendment. She noted that proposed amendments to Section 6.7.1 and 6.7.2 are new language. They are very

similar, with 6.7.1 designating the time constraints for placement of a vacancy on a Regular Election ballot and 6.7.2 designating the time constraints for placement of the vacancy of a Primary Election ballot.

MOTION TO RECOMMEND PROPOSED CHARTER AMENDMENT: Section 6.7.1 – Filing Vacancies in Elective Office Created by an Irrevocable Letter of Resignation by General Election

Resolution #CR-2009-08-024
Moved by Bloom
Seconded by Kanoza

RESOLVED, That the Charter Revision Committee hereby **RECOMMENDS** the Staff Proposed Amendment to Section 6.7.1, Filing Vacancies in Elective Office Created by an Irrevocable Letter of Resignation by General Election, as presented, be forwarded to City Council for placement on the November 3, 2009 General Election Ballot.

Yes: Bernardi, Bloom, Kanoza, Weisgerber, Wilsher
No: Bliss
Absent: Solomon

MOTION CARRIED

E. Section 6.7.2 – Filing Vacancies in Elective Office Created by an Irrevocable Letter of Resignation by Primary Election

City Clerk Bartholomew indicated that the language and purpose is very similar to 6.7.1 but proposed the time constraints for placement of a vacancy on Primary Election ballot.

MOTION TO RECOMMEND PROPOSED CHARTER AMENDMENT: Section 6.7.2 – Filing Vacancies in Elective Office Created by an Irrevocable Letter of Resignation by Primary Election

Resolution #CR-2009-08-025
Moved by Bloom
Seconded by Bernardi

RESOLVED, That the Charter Revision Committee hereby **RECOMMENDS** the Staff Proposed Amendment to Section 6.7.2, Filing Vacancies in Elective Office Created by an Irrevocable Letter of Resignation by Primary Election, as presented, be forwarded to City Council for placement on the November 3, 2009 General Election Ballot.

Yes: Bernardi, Bloom, Kanoza, Weisgerber, Wilsher
No: Bliss
Absent: Solomon

MOTION CARRIED

F. Section 7.9 – Nominations

City Clerk Bartholomew indicated that the Charter (Section 7.3) designates that the Regular City election shall be held on the first Tuesday after the first Monday of every odd year November. The proposed language in Section 7.9 removes the references to the “City Election” to allow for placement of partial-term vacancies on Regular, Primary or Special Election Ballots.

Member Weisgerber discussed the importance of the area’s demographic changes since the original drafting of the City Charter and believes that the demographic changes should be given important consideration in Charter deliberations. He specifically referenced the change in the City’s Registered Voter population; noting that there were 3,805 Registered Voters when the Charter was established. The City now has 55,816 Registered Voters. He referenced the number of signatures required to file a nominating petition as being 60 or roughly 1.6% of the 3,805 City’s Registered Voters when the Charter was adopted in 1955. If the percentage suggestion was utilized today to determine the number of signatures required to file a nomination petition, a candidate would be required to file 893 City of Troy Registered Voter signatures. He believes that the Charter requirement regarding the nomination petition signatures should be reviewed to consider using a percentage calculation to maintain the original intent of the City Charter.

MOTION TO RECOMMEND PROPOSED CHARTER AMENDMENT: Section 7.9 – Nominations

Resolution #CR-2009-08-026

Moved by Bloom

Seconded by Bernardi

RESOLVED, That the Charter Revision Committee hereby **RECOMMENDS** the Staff Proposed Amendment to Section 7.9, Nominations, as presented, be forwarded to City Council for placement on the November 3, 2009 General Election Ballot.

Yes: Bernardi, Bliss, Bloom, Kanoza, Weisgerber, Wilsher

No: None

Absent: Solomon

MOTION CARRIED**SECTION 6.2(G) – VACANCIES IN ELECTIVE OFFICE, 6.7 FILLING VACANCIES IN ELECTIVE OFFICE, AND SECTION 7.9 NOMINATIONS**

City Clerk Bartholomew reminded the Committee that Sections 6.2(g), 6.7 and 7.9 are three sections that are independent to the irrevocable letter of resignation proposals. The proposed modifications, specifically 6.2(g) could be moved forward and could be recommended as a solution should a vacancy of a Council member occur and require placement on a ballot. Section 6.2(g) as it is currently written would force a Special Election should the Council not be able to make an appointment and Section 7.9 directs the placement on a November odd-year ballot. Section 6.7 is the proposal that allows for the Council to make an appointment until a successor is elected.

MOTION TO RECOMMEND PROPOSED CHARTER AMENDMENT: Section 6.2(g) – Vacancies in Elective Office – PLACEMENT AS A STAND ALONE BALLOT PROPOSAL

Resolution #CR-2009-08-027

Moved by Bloom

Seconded by Kanoza

RESOLVED, That the Charter Revision Committee hereby **RECOMMENDS** the Staff Proposed Amendment to Section 6.2(g), Vacancies in Elective Office, as presented, be forwarded to City Council for placement on the November 3, 2009 General Election Ballot as a stand alone ballot proposal should the Council not approve the placement of the tie-barred proposal package on the ballot as the proposal has independent benefits in removing the potential for the calling of a Special Election to fill a vacancy by requiring a resignation date of July 1st.

Yes: Bernardi, Bliss, Bloom, Kanoza, Weisgerber, Wilsher

No: None

Absent: Solomon

MOTION CARRIED

MOTION TO RECOMMEND PROPOSED CHARTER AMENDMENT: Section 6.7 – Filling Vacancies in Elective Office – PLACEMENT AS A STAND ALONE BALLOT PROPOSAL

Resolution #CR-2009-08-028

Moved by Bloom

Seconded by Kanoza

RESOLVED, That the Charter Revision Committee hereby **RECOMMENDS** the Staff Proposed Amendment to Section 6.7, Filling Vacancies in Elective Office, as presented, be forwarded to City Council for placement on the November 3, 2009 General Election Ballot as a stand alone ballot proposal should the Council not approve the placement of the tie-barred proposal package on the ballot as the proposal may have independent benefits in by restructuring the appointment process of a vacancy in elected office.

Yes: Bernardi, Bliss, Bloom, Kanoza, Weisgerber, Wilsher

No: None

Absent: Solomon

MOTION CARRIED

MOTION TO RECOMMEND PROPOSED CHARTER AMENDMENT: Section 7.9 – Nominations – PLACEMENT AS A STAND ALONE BALLOT PROPOSAL

Resolution #CR-2009-08-029

Moved by Bloom
Seconded by Kanoza

RESOLVED, That the Charter Revision Committee hereby **RECOMMENDS** the Staff Proposed Amendment to Section 7.9, Nominations, as presented, be forwarded to City Council for placement on the November 3, 2009 General Election Ballot as a stand alone ballot proposal should the Council not approve the placement of the proposal package on the ballot as the proposal has independent benefits in removing references to the "City Election" to allow for placement of partial-term vacancies on Regular, Primary or Special Election Ballots.

Yes: Bernardi, Bliss, Bloom, Kanoza, Weisgerber, Wilsher
No: None
Absent: Solomon

MOTION CARRIED

RULES OF PROCEDURE

City Clerk Bartholomew indicated that the proposed Rules of Procedure were drafted as requested by the Committee. The proposal is meant to be the starting point with suggestions. She suggested that the Committee review the document and that the proposal be placed on the next agenda for deliberation and possible adoption. Ms. Bartholomew also noted that the document would be adopted as the Rules for the current committee. Should there be a change in the membership or at anytime the committee desires the document should be updated to reflect the will of the body the document is intended to govern.

Member Bloom requested that the September meeting of the Committee be cancelled. It was the consensus of the members to cancel the September Committee meeting. The next meeting of the Charter Revision Committee will be October 8th in the evening with at least one item of business, Rules of Procedure.

AUDIENCE PARTICIPATION: None.

ADJOURNMENT:

Resolution #CR-2009-08-0
Moved by Kanoza
Seconded by Wilsher

RESOLVED, That the Charter Revision Committee Meeting of Monday, August 13, 2009 be **ADJOURNED**.

Yes: Bernardi, Bliss, Bloom, Kanoza, Weisgerber, Wilsher
No: None
Absent: Solomon

Meeting ADJOURNED at 12:10 PM.

Daniel Bliss, Chair

Tonni L. Bartholomew, City Clerk

A meeting of the **Troy Youth Council (TYC)** was held on August 26, 2009 at 7:00 PM at Troy Community Center, 3179 Livernois. Willa Adamo and Disha Bora called the meeting to order at 7:05 p.m.

MEMBERS PRESENT: Willa Adamo (Co chair)
Disha Bora (Co chair)
Ananya Mukundan
Sumana Palle
Vikram Prasad
Shaina Sekhri
Rachita Singh
Emily Wang
David Wylie

MEMBERS ABSENT: Supriya Jalukar, Sevita Rama
VISITORS: Sandy Macknis, Jeff Stewart – Troy Daze Committee
STAFF PRESENT: Scott Mercer, Recreation Supervisor

1. Roll Call

2. Approval of Minutes

Resolution # TY-2009-8-8

Moved by Wylie
Seconded by Sekhri

RESOLVED, That the minutes of May 27, 2009 be approved with changes.

Yes: All – 9
No: 0
Absent: 2 – Jalukar, Rama

3. Attendance Report:

Report reviewed by council members, no comments.

4. Guests

Troy Daze Committee members discussed history of Troy Daze event and reported on 2008 cancellation due to rain. Requested volunteers to help out with the 2009 event and discussed areas of event that were cut due to budget concerns.

5. Teens Taking Action

Teens Taking Action group requested that the two groups hold a joint meeting to plan for possible joint efforts in the future. TYC thought it was a good idea but had concern with after school meeting time due to coming from different schools.

6. Troy Daze

Report under guests.

7. Motion to Excuse Absent Members Who Have Provided Advance Notification

No Motion

Resolution # TY-2009-8-9

Moved by Sekhri
Seconded by Wylie

RESOLVED that Jalukar is excused.

Yes: 9
No: 0
Absent: 2 - Jalukar, Rama

8. Youth Council Comments – None

9. Public Comments – None

10. Adjournment – 7:50 p.m.

Disha Bora, Co-chair

Scott Mercer, Recreation Supervisor

Reminder Next Meeting: September 23 at 7:00 P.M.

A meeting of the Troy Election Commission was held August 27, 2009, at City Hall, 500 W. Big Beaver Road. City Clerk Bartholomew called the Meeting to order at 8:04 AM.

ROLL CALL:

PRESENT: David Anderson, City Clerk Tonni Bartholomew
ABSENT: Timothy Dewan

Minutes: Regular Meeting of April 2, 2009

Resolution #EC-2009-08-006
Moved by Anderson
Seconded by Bartholomew

RESOLVED, That the Minutes of April 2, 2009, are **APPROVED** as placed on the table.

Yes: Anderson, Bartholomew
No: None
Absent: Dewan

MOTION CARRIED

Approval of Consolidation of Precincts

Resolution #EC-2009-08-007
Moved by Anderson
Seconded by Bartholomew

RESOLVED, That the Election Commission of the City of Troy hereby **AUTHORIZES** that applicable precincts servicing qualified electors in the City of Troy be **CONSOLIDATED** for the November 3, 2009 General Election in accordance with MCL 168.659.

Yes: Anderson, Bartholomew
No: None
Absent: Dewan

MOTION CARRIED

Approval of Ballot Language – Tuesday, November 3, 2009 General Election

Resolution #EC-2009-08-008
Moved by Anderson
Seconded by Bartholomew

RESOLVED, That the ballot language for the Tuesday, November 3, 2009 General Election, as attached pursuant to receipt of approval or as modified by the Attorney General's Office and approval by the Governor, is hereby **APPROVED**.

Yes: Anderson, Bartholomew
No: None
Absent: Dewan

MOTION CARRIED

Adjournment:

The meeting was adjourned at 8:05 AM.

Tonni L. Bartholomew, MMC
City Clerk

PROPOSED BALLOT LANGUAGE**BALLOT QUESTION 1 (as authorized by Resolution 2009-07-217):**

A PROPOSAL TO AMEND THE TROY CITY CHARTER SECTION 3.7 – TO PROVIDE THAT THE MAYOR PRO TEM SHALL BE ELECTED BY THE COUNCIL MEMBERS ANNUALLY, RATHER THAN NOVEMBER IN EVERY ODD-NUMBERED YEAR.

Shall Section 3.7 be amended to provide that the Mayor Pro Tem be elected by the Council from among its members, annually in November, rather than in November in every odd-numbered year?

YES ___ NO ___

BALLOT QUESTION 2 (as authorized by Resolution 2009-07-218):

A PROPOSAL TO AMEND THE TROY CITY CHARTER SECTION 3.10 – TO AMEND THE RESIDENCY REQUIREMENT FOR THE TROY CITY MANAGER, WHICH IS NOT ENFORCEABLE UNDER STATE LAW, AND REPLACE WITH STATUTORILY ALLOWABLE RESIDENCY REQUIREMENTS.

Shall Section 3.10 be amended to delete the requirement that the Troy City Manager reside in the City (which is not enforceable under current State Law) and to substitute in its place a requirement that the City Manager shall reside within 20 miles of the City unless by law the City Manager is permitted to reside in a location even more distant from the City?

YES ___ NO ___

BALLOT QUESTION 3 (as authorized by Resolution 2009-08-255):

A PROPOSAL TO AMEND THE TROY CITY CHARTER SECTION 6.2(g) – VACANCIES IN ELECTIVE OFFICE TO ALLOW FOR CONTINUED SERVICE FOR SITTING COUNCIL MEMBERS SEEKING ANOTHER ELECTED CITY OFFICE UNTIL THE SEATING OF THE NEW COUNCIL.

Shall Section 6.2(g) be amended by deleting the requirement for a City Council member seeking to be a candidate for any other City elective office resign from the Council prior to the filing deadline for the municipal election and submitting in its place a requirement that a City Council member shall file with the City Clerk, prior to July 1st an irrevocable letter of resignation to allow for the future vacancy created to be placed on the next Regular Election Ballot?

YES ___ NO ___

BALLOT QUESTION 4 (as authorized by Resolution 2009-08-242):

A PROPOSAL TO AMEND THE TROY CITY CHARTER SECTION 6.2 – TO ADD NEW PROVISIONS 6.2.1 (a), (b) AND (c) TO ALLOW ELECTED OFFICIALS TO RESIGN FROM CITY OFFICE BY AN IRREVOCABLE LETTER OF RESIGNATION AND ESTABLISH TIME FRAMES FOR PLACEMENT OF THE RESULTING VACANCY ON THE NEXT AVAILABLE ELECTION.

Shall Section 6.2 be amended to add new provisions under 6.2.1 (a), (b) and (c), which allow elected officials to resign by irrevocable letter of resignation effective no later than the date the successor takes office, which will commence the first Monday after the election or as stated in the irrevocable letter of resignation?

NOTE: PASSAGE OF BALLOT QUESTIONS 3, 5 AND 6 IS NECESSARY FOR THE PASSAGE OF THIS BALLOT QUESTION. DEFEAT OF ANY ONE OR MORE OF BALLOT QUESTIONS 3, 5, OR 6 WILL RESULT IN DEFEAT OF THIS BALLOT QUESTION.

YES ___ NO ___

BALLOT QUESTION 5 (as authorized by Resolution 2009-08-243):

A PROPOSAL TO AMEND THE TROY CITY CHARTER SECTION 6.7 – TO RESTRUCTURE THE APPOINTMENT PROCESS OF A VACANCY IN ELECTED OFFICE WITH CITY COUNCIL APPOINTING A REPLACEMENT MEMBER UNTIL A SUCCESSOR IS ELECTED. THE SUCCESSOR WILL BE ELECTED AT THE NEXT REGULAR OR AUGUST PRIMARY ELECTION.

Shall Section 6.7 be amended to direct City Council to fill vacancies in elective office, pursuant to Section 6.2, until a successor is elected at the next Regular or August Primary Election?

YES ___ NO ___

BALLOT QUESTION 6 (as authorized by Resolution 2009-08-254):

A PROPOSAL TO AMEND THE TROY CITY CHARTER SECTION 7.9 – NOMINATIONS - TO PERMIT THE ELECTION OF CANDIDATES FOR CITY OFFICES AT ANY AVAILABLE ELECTION.

Shall Section 7.9 be amended to remove the references to specific elections to provide for the nomination of any candidate for City elected office to be placed on Regular, August Primary or Special Election Ballots?

YES ___ NO ___

DATE: September 1, 2009
 TO: John Szerlag, City Manager
 FROM: Mark Stimac, Director of Building & Zoning
 SUBJECT: Permits issued August 2009

	NO.	VALUATION	PERMIT FEE
<u>INDUSTRIAL</u>			
Add/Alter	6	\$371,293.00	\$4,360.00
Sub Total	6	\$371,293.00	\$4,360.00
<u>COMMERCIAL</u>			
New	1	\$550,000.00	\$5,615.00
Add/Alter	10	\$872,302.00	\$9,840.00
Kiosk	1	\$40,000.00	\$515.00
Sub Total	12	\$1,462,302.00	\$15,970.00
<u>RESIDENTIAL</u>			
New	1	\$200,000.00	\$2,115.00
Add/Alter	33	\$411,289.00	\$6,675.00
Garage/Acc. Structure	9	\$35,366.00	\$935.00
Repair	4	\$38,060.00	\$710.00
Fire Repair	1	\$244,493.00	\$2,565.00
Wreck	2	\$0.00	\$120.00
Sub Total	50	\$929,208.00	\$13,120.00
<u>TOWN HOUSE/CONDO</u>			
Add/Alter	2	\$3,650.00	\$110.00
Garage/Acc. Structure	1	\$1,200.00	\$165.00
Sub Total	3	\$4,850.00	\$275.00
Sub Total		\$0.00	\$0.00
<u>INSTITUTIONAL/HOSPITAL</u>			
Add/Alter	1	\$445,000.00	\$4,565.00
Sub Total	1	\$445,000.00	\$4,565.00
<u>MISCELLANEOUS</u>			
Signs	34	\$0.00	\$3,567.00
Fences	11	\$0.00	\$165.00
Sub Total	45	\$0.00	\$3,732.00
TOTAL	117	\$3,212,653.00	\$42,022.00

PERMITS ISSUED DURING THE MONTH OF AUGUST 2009

	NO.	PERMIT FEE
Mul. Dwel. Insp.	44	\$880.00
Cert. of Occupancy	16	\$1,284.25
Plan Review	64	\$3,606.00
Microfilm	18	\$210.00
Building Permits	117	\$42,022.00
Electrical Permits	146	\$6,330.00
Heating Permits	79	\$3,455.00
Air Cond. Permits	59	\$2,285.00
Refrigeration Permits	1	\$90.00
Plumbing Permits	78	\$3,846.00
Storm Sewer Permits	7	\$175.00
Sanitary Sewer Permits	8	\$436.00
Sewer Taps	3	\$1,320.00
TOTAL	640	\$65,939.25

LICENSES & REGISTRATIONS ISSUED DURING THE MONTH OF AUGUST 2009

	NO.	LICENSE FEE
Mech. Contr.-Reg.	27	\$135.00
Elec. Contr.-Reg.	22	\$330.00
Master Plmb.-Reg.	20	\$100.00
Sign Inst. - Reg.	7	\$70.00
E. Sign Contr-Reg.	2	\$30.00
Fence Inst.-Reg.	3	\$30.00
Bldg. Contr.-Reg.	23	\$230.00
F.Alarm Contr.-Reg.	2	\$30.00
TOTAL	106	\$955.00

BUILDING PERMITS ISSUED

	<u>BUILDING PERMITS 2008</u>	<u>PERMIT VALUATION 2008</u>	<u>BUILDING PERMITS 2009</u>	<u>PERMIT VALUATION 2009</u>
JANUARY	71	\$4,678,432.00	66	\$5,215,813.00
FEBRUARY	81	\$5,464,681.00	39	\$2,463,134.00
MARCH	107	\$3,480,525.00	76	\$3,344,007.00
APRIL	141	\$10,518,298.00	95	\$3,005,226.00
MAY	161	\$4,357,036.00	122	\$1,679,112.00
JUNE	161	\$8,178,329.00	148	\$2,708,849.00
JULY	160	\$10,497,107.00	106	\$4,158,316.00
AUGUST	122	\$15,981,779.00	117	\$3,212,653.00
SEPTEMBER	134	\$13,136,548.00	0	\$0.00
OCTOBER	114	\$3,760,152.00	0	\$0.00
NOVEMBER	109	\$35,574,774.00	0	\$0.00
DECEMBER	66	\$1,762,444.00	0	\$0.00
TOTAL	1427	\$117,390,105.00	769	\$25,787,110.00

BUILDING PERMITS ISSUED

	<u>BUILDING PERMITS 2008</u>	<u>PERMIT VALUATION 2008</u>	<u>BUILDING PERMITS 2009</u>	<u>PERMIT VALUATION 2009</u>
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TOTAL	1427	\$117,390,105.00	769	\$25,787,110.00

BRIEF BREAKDOWN OF NON-RESIDENTIAL BUILDING PERMITS
ISSUED DURING THE MONTH OF AUGUST 2009

Type of Construction	Builder or Company	Address of Job	Valuation
Commercial, Add/Alter	K & M BUILDING, INC.	288 JOHN R	300,000
Commercial, Add/Alter	RONNISCH CONSTRUCTION	750 STEPHENSON 3RD FL	125,000
Commercial, Add/Alter	HORIZON RETAIL CONSTRUCTION INC	2800 W BIG BEAVER Y-307	244,000
Total Commercial, Add/Alter			669,000
Commercial, New Building	K 4 CONSTRUCTION LLC	124 JOHN R	550,000
Total Commercial, New Building			550,000
Industrial, Add/Alter	COOKE, MARC	950 W MAPLE D	125,000
Total Industrial, Add/Alter			125,000
Inst./Hosp., Add/Alter	BEAUMONT SERVICES COMPANY LLC	44201 DEQUINDRE 1ST FL	445,000
Total Inst./Hosp., Add/Alter			445,000
Records 7		Total Valuation:	1,789,000

CITY OF TROY EMPLOYEES RETIREMENT SYSTEM
FORTY-FIFTH ANNUAL ACTUARIAL VALUATION
DECEMBER 31, 2008

OUTLINE OF CONTENTS

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A-3	Comments and conclusion
A-4	Derivation of actuarial gain (loss)
	Summary of Benefit Provisions and Valuation Data Submitted by the Retirement System
B-1	Summary of benefit provisions
B-3	Reported asset information
B-8	Retired life data
B-11	Vested terminated member data
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	Financial Principles, Actuarial Valuation Process, Actuarial Cost Methods, Actuarial Assumptions and Definitions of Technical Terms
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August 17, 2009

The Board of Trustees
City of Troy Employees Retirement System
Troy, Michigan

Submitted in this report are the results of the Forty-Fifth Annual Actuarial Valuation of the assets, actuarial values and contribution requirements associated with benefits provided by the City of Troy Employees Retirement System.

The date of the valuation was December 31, 2008.

Valuation results, comments and conclusions are contained in Section A.

The valuation was based upon information, furnished by your Assistant City Manager-Finance Director, concerning Retirement System benefits, financial transactions, and individual members, terminated members, retirants and beneficiaries. Data was checked for year to year consistency, but was not otherwise audited by us. This information is summarized in Section B.

Descriptions of the actuarial cost method and actuarial assumptions are contained in Section C, along with a glossary of technical terms. Governmental Accounting Standards Board (GASB) Statement No. 25 and No. 27 information is contained in Section D.

This report has been prepared by actuaries who have substantial experience valuing public employee retirement systems. To the best of our knowledge, this report is complete and accurate and was made in accordance with standards of practice promulgated by the Actuarial Standards Board of the American Academy of Actuaries. The actuarial assumptions used for the valuation produce results which we believe are reasonable.

Both of the undersigned are members of the American Academy of Actuaries (M.A.A.A.) as indicated, and meet the qualification standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

Respectfully submitted,



Brad Lee Armstrong, A.S.A., E.A., M.A.A.A.



Randall J. Dziubek, A.S.A, E.A., M.A.A.A.

BLA:RJD:bd

SECTION A

VALUATION RESULTS, COMMENTS AND CONCLUSIONS

**COMPUTED CITY CONTRIBUTIONS
OF THE RETIREMENT SYSTEM
FOR THE FISCAL YEAR BEGINNING JULY 1, 2009**

1. Actuarial Present Value of All Past and Future Benefits:	
- Active	\$ 70,466,752
- Terminated Vested	\$ 922,657
- Retired	<u>\$ 69,351,765</u>
- Total	\$ 140,741,174
2. Funding Value of Assets	\$ 128,248,730
3. Actuarial Present Value of Future Employee Contributions	\$ 2,414,591
4. City's Remaining Unfunded Present Value of Benefits After Recognition of Funding Value of Assets and Future Employee Contributions (1) - (2) - (3)	\$ 10,077,853
5. Present Value Future Salary	\$ 78,898,228
6. Projected Payroll 1/1/2009 - 12/31/2009	\$ 10,327,510
7. City's Annual Normal Cost (4) / (5) * (6) Plus Interest at 6.5% for 6 Months	\$ 1,361,354
8. Projected Payroll 7/1/2009 - 6/30/2010	\$ 10,031,785
9. City's Annual Normal Cost as a % of Projected Payroll 7/1/2009 - 6/30/2010	13.57%

**COMPUTED CITY PENSION CONTRIBUTIONS
COMPARATIVE STATEMENT**

Fiscal Year Beginning July 1	Valuation Date December 31	% of Payroll Contributions		Valuation Payroll
		General	Public Safety	
1985	1984 *	13.49 %	19.23 %	\$ 10,518,429
1986	1985	13.29	18.75	11,373,793
1987	1986	11.42	17.59	12,048,592
1987	1986 *	13.67	17.59	12,048,592
1988	1987	12.00	14.76	13,083,451
1988	1987 *	14.91	16.34	13,083,451
1989	1988	14.69	15.98	14,162,413
1990	1989	12.93	13.72	14,774,001
1990	1989 *	13.11	19.39	14,774,001
1991	1990	13.09	19.44	16,105,129
1991	1990 *	13.09	22.99	16,105,129
1992	1991	11.65	21.21	17,323,677
1993	1992	10.02	17.82	17,619,701
1994	1993	7.64	15.07	18,518,880
1994	1993 *	9.24	20.09	18,518,880
1995	1994	8.00	18.62	17,598,618
1996	1995 *	7.23	16.23	19,039,969
1997	1996	3.66	13.40	20,535,959
1998	1997	0.00	9.15	16,133,023
1998	1997 *	0.00	10.99	16,133,023
1999	1998	3.73	0.04	16,201,219
1999	1998 *	4.30	0.04	16,201,219
1999	1999	0.00	0.00	15,056,554
1999	1999 *	0.05	0.00	15,056,554
2000	2000	0.00	0.00	15,441,200
2000	2000 *@	0.00	0.00	15,441,200
2001	2001	0.00	0.00	14,566,460
2001	2001 *	0.00	0.00	14,566,460
2002	2002	1.69	0.00	13,552,549
2003	2003	1.87	0.00	13,052,713
2004	2004	3.64	0.00	12,572,374
2005	2005	4.97	0.00	12,099,631
2006	2006 *	1.79	1.79	11,471,511
2007	2007 *	4.10	4.10	11,045,745
2008	2008	13.57	13.57	10,953,297

* After changes in benefit provisions/cost method/actuarial assumptions.

@ After change in asset valuation method.

COMMENTS AND CONCLUSION

COMMENT A: For the plan year ended December 31, 2008, the System generated a \$7,186,039 experience loss. The loss was primarily the result of investment performance (partially offset by lower than expected pay increases). Bear in mind that investment performance will continue to dominate experience in a closed plan. Overall, the experience loss was approximately 5.2% of beginning of year liabilities. In addition, there are unrecognized investment losses under the asset valuation method illustrated on page B-4 of this report. The Board should expect to recognize investment losses and see a corresponding increase in the City's contribution requirement in next year's report that could nearly double. Future System asset performance above 6.5% annually could moderate the expected increase.

CONCLUSION: It is the actuary's opinion that the required contribution rate determined by the most recent actuarial valuation is sufficient to meet the Retirement System's funding objective, presuming continued timely receipt of required contributions.

**DERIVATION OF ACTUARIAL GAIN (LOSS)
YEAR ENDED DECEMBER 31, 2008**

The actuarial gains or losses realized in the operation of the Retirement System provide an experience test. Gains and losses are expected to cancel each other over a period of years (in the absence of double-digit inflation) and sizable year to year fluctuations are common. Detail on the derivation of the actuarial gain (loss) is shown below, along with a year by year comparative schedule.

(1) UPVFB* at start of year	\$	3,387,038
(2) Employer and employee contributions		692,863
(3) Estimated reserve transfers		0
(4) Interest accrual		197,639
(5) Expected UPVFB before changes:		
(1) - (2) + (3) + (4)		2,891,814
(6) Change from revised benefit provisions		0
(7) Change from revised actuarial assumptions		0
(8) Expected UPVFB after changes:		
(5) + (6) + (7)		2,891,814
(9) Actual UPVFB at end of year		10,077,853
(10) Gain (loss): (8) - (9)	\$	(7,186,039)
(11) Gain (loss) as percent of present value of future benefit at start of year		(5.2)%

* *Unfunded Present Value of Future Benefits. This is the present value of future benefits less the actuarial value of assets.*

Valuation Date	Actuarial Gain (Loss) As % of Beginning UPVFB*
December 31	
1999	7.0 %
2000	4.3
2001	3.3
2002	(3.2)
2003	1.6
2004	(3.7)
2005	(0.7)
2006	(0.6)
2007	0.3
2008	(5.2)

* *Prior to 2007 this exhibit shows Actuarial Gain (Loss) as a % of Beginning Actuarial Accrued Liabilities.*

SECTION B

SUMMARY OF BENEFIT PROVISIONS AND VALUATION DATA SUBMITTED BY THE RETIREMENT SYSTEM

**BENEFIT PROVISIONS EVALUATED AND/OR CONSIDERED
(DECEMBER 31, 2008)**

REGULAR RETIREMENT (no reduction factor for age):

Eligibility - T.P.O.A., T.F.S.O.A. and T.C.O.A. members: 25 years of service; or age 60 with 10 years of service. General AFSCME, General Clerical Members, Classified or Exempt: Age 50 with 27 years of service; or age 55 with 25 years of service; or age 60 with 10 years of service.

Mandatory Retirement Age - None.

Annual Amount

Division	Benefit	Supplemental Benefit
T.P.O.A.	2.80% * FAC to 25 years 1.00% * FAC 26-30 years	
T.C.O.A.	2.80% * FAC to 25 years 1.00% * FAC 26-30 years	
T.F.S.O.A.	2.25% * FAC * Service	0.25% * FAC * Service
General AFSCME	2.25% * FAC * Service	0.25% * FAC * Service
General Classified/Exempt	2.25% * FAC * Service	0.25% * FAC * Service
General Clerical	2.25% * FAC * Service	0.25% * FAC * Service

Type of Final Average Compensation - Highest 3 years out of last 10. Some lump sums are included but payment of sick or vacation leave is not included.

EARLY RETIREMENT (AGE REDUCTION FACTOR USED):

Eligibility - Age 55 with 10 years of service.

Annual Amount - Computed as regular retirement benefit but reduced by 1/2% for each month by which retirement precedes age 60.

DEFERRED RETIREMENT (vested benefits):

Eligibility - 10 years of service. Benefit payable at age 60.

Annual Amount - Same as regular retirement but based on credited service and final average compensation at termination.

DUTY DISABILITY RETIREMENT:

Eligibility - No age or service requirement. Worker's compensation must be payable.

Annual Amount - Same as regular retirement. Upon termination of worker's compensation the benefit is recomputed to grant service credit for the period in receipt of worker's compensation. Minimum benefit is based on 10 years of credited service (66 2/3% of final average compensation for non-command/exempt public safety members, while in receipt of worker's compensation).

NON-DUTY DISABILITY RETIREMENT:

Eligibility - 5 years of service (10 years for Exempt and Classified, AFSCME employees hired after 2/96.

Annual Amount - Same as regular retirement, but with a minimum benefit based on 10 years of credited service.

DUTY DEATH BEFORE RETIREMENT:

Eligibility - No age or service requirement.

Annual Amount - Widow's benefit equal to regular retirement benefit actuarially reduced in accordance with a 100% joint and survivor election. Minimum benefit is 25% (50% for T.F.S.O.A., Command Officers and T.P.O.A.) of final average compensation. If no widow, children under 18 share equally in 25% (50% for Command Officers and T.P.O.A.) of final average compensation.

NON-DUTY DEATH BEFORE RETIREMENT:

Eligibility - 10 years service.

Annual Amount - Same as regular retirement but reduced in accordance with a 100% joint and survivor election.

AUTOMATIC DEATH BENEFIT AFTER RETIREMENT: NONE.

POST-RETIREMENT ADJUSTMENTS: One-time increases were granted in 1973, 1977, 1978, 1981, 1983, 1989 and 1999.

HEALTH INSURANCE PREMIUM SUBSIDY: Post-retirement health insurance premiums are subsidized by the City as follows:

- T.C.O.A. - Fully paid after 7/1/94.
- T.P.O.A - 4% per complete year, retired after 2/20/1996.
- T.F.S.O.A- 4% per complete year, retired after 1/1/99.
- AFSCME - 4% per complete year, retired after 1/1/01
- Classified Exempt, Clerical - \$400/month or 4% per complete year, whichever is greater.
- Retirees from prior provisions - \$400/month or 3% per complete year, whichever is greater.

MEMBER CONTRIBUTIONS: Expressed as percentages of compensation are as follows:

- 1.5% for clerical members
- 3.0% for T.F.S.O.A.
- 1.5% for classified and Exempt members
- 1.5% for AFSCME
- 4.0% for T.P.O.A.
- 4.0% for T.C.O.A

REPORTED FUND BALANCE (MARKET VALUE)

Reserves	Reported Fund Balance December 31,	
	2008	2007
Reserve for Employees' Contributions	\$ 3,173,797	\$ 2,971,629
Reserve for Employer Contributions	69,106,446	98,211,782
Reserve for Retired Benefit Payments	25,031,913	35,574,522
Reserve for Undistributed Investment Income	0	0
Reserve for Health Insurance Premiums	30,701,079	43,631,352
Total Fund Balance	\$128,013,235	\$180,389,285

Valuation assets are equal to reported market value of assets (excluding health reserves), except that all realized and unrealized gains and losses are spread over a period of years, with 20% recognition the first year. Such spreading reduces the fluctuation in the City's computed contribution rate which might otherwise be caused by market value fluctuations. The details of the spreading technique are shown on page B-4. The valuation assets as of December 31, 2008 total \$128,248,730.

In financing actuarial accrued liabilities, valuation assets of \$128,248,730 were distributed as follows:

Reserves for	Valuation Assets Applied to Actuarial Accrued Liabilities for			Totals
	Active Members	Retirants & Beneficiaries	Contingency Reserve	
Employees' Contributions	\$ 3,173,797			\$ 3,173,797
Employer Contributions	69,106,446			69,106,446
Retired Benefit Payments		\$ 25,031,913		25,031,913
Valuation Asset Adjustment	30,936,574			30,936,574
Totals	\$ 103,216,817	\$ 25,031,913		\$128,248,730

DERIVATION OF VALUATION ASSETS
MARKET VALUE WITH 20% RECOGNITION OF THE DIFFERENCE BETWEEN
THE MARKET RATE OF RETURN AND THE PROJECTED RATE OF RETURN

	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
A. Funding Value Beginning of Year	\$ 132,168,337	\$ 132,916,713				
B. Market Value End of Year	136,757,933	97,312,156				
C. Market Value Beginning of Year	133,527,630	136,757,933				
D. Non-Investment Net Cash Flow (EE + ER cont.) - (Ret Ben. + Refunds + Adm.exp)	(8,480,389)	(5,573,768)				
E. Investment Income:						
E1. Market Total: B-C-D	11,710,692	(33,872,009)				
E2. Assumed Rate	6.50%	6.50%				
E3. Amount for Immediate Recognition: E2 * (A+D/2)	8,315,329	8,458,439				
E4. Amount for Phased-In Recognition: E1-E3	3,395,363	(42,330,448)				
F. Phased-In Recognition of Investment Income:						
F1. Current Year: 0.20*E4	679,073	(8,466,090)				
F2. First Prior Year	656,202	679,073	\$(8,466,090)			
F3. Second Prior Year	(421,839)	656,202	679,073	\$(8,466,090)		
F4. Third Prior Year	0	(421,839)	656,202	679,073	\$(8,466,090)	
F5. Fourth Prior Year	0	0	(421,837)	656,202	679,071	\$(8,466,088)
F6. Total Recognized Investment Gain	913,436	(7,552,654)	(7,552,652)	(7,130,815)	(7,787,019)	(8,466,088)
G. Funding Value End of Year: A+D+E3+F6	\$ 132,916,713	\$ 128,248,730				
H. Difference between Market & Funding Value	3,841,220	(30,936,574)				
I. Recognized Rate of Return	7.21%	0.70%				
K. Ratio of Funding Value to Market Value	97%	132%				

ASSET INFORMATION REPORTED FOR VALUATION COMPARATIVE STATEMENT

Year Ended December 31	Revenues					Expenses			Assets Year-End *
	Employee Contrib.	Employer Contrib.	Investment Income	Misc. Income	Retirement Benefits	Contrib. Refunds	Health Insurance	Misc. Expenses	
1984	\$ 3,973	\$1,458,176	\$ 1,204,339	\$ 0	\$ 253,174	\$ 65,856	\$ 7,560	\$ 0	\$ 20,896,324
1985	1,011	1,483,547	3,952,592	0	349,086	11,087	18,268	3,026	25,952,007
1986	8,126	1,864,968	7,423,057	0	487,308	8,960	22,931	3,445	34,725,514
1987	1,998	1,922,529	1,264,117	0	559,647	893	32,525	4,321	37,316,772
1988	1,296	1,989,070	3,384,845	0	621,836	8,490	55,381	0	42,006,276
1989	1,490	2,259,952	7,158,731	0	712,137	19,967	60,189	9,010	50,625,146
1990	1,558	2,401,060	3,861,487	0	782,167	19,292	68,886	4,984	56,013,922
1991	1,760	3,081,239	11,116,274	0	878,775	1,431	87,281	0	69,245,708
1992	6,177	2,626,564	7,134,901	0	1,040,882	14,188	100,340	5,600	77,852,340
1993	24,939	2,647,753	7,900,961	0	1,115,225	392	119,120	6,000	87,185,256
1994	144,934	2,950,360	(187,532)	0	1,351,290	590	152,637	6,300	88,582,201
1995	198,746	3,156,148	20,889,448	0	1,819,840	14,066	220,291	6,600	110,765,746
1996	335,144	3,311,550	16,325,274	0	2,013,257	3,047	251,138	11,300	128,458,972
1997	371,811	3,167,814	25,544,354	0	2,459,287	11,273	329,312	16,404	154,726,675
1998	340,807	2,819,785	21,825,629	0	2,666,133	19,105,397	449,779	19,846	160,216,807
1999	335,828	1,795,070	12,085,389	0	2,860,935	1,095,796	481,660	28,782	167,220,855
2000	421,161	1,113,993	3,075,759	0	3,156,251	7,349,663	688,138	27,515	160,610,201
2001	398,572	1,303,079	2,162,267	0	3,351,223	6,753,854	693,345	28,998	153,646,699
2002	364,130	1,532,439	(7,992,398)	0	3,496,301	7,249,513	942,054	31,653	135,831,349
2003	343,629	1,543,286	25,064,474	0	3,843,356	10,230	1,102,076	29,334	157,797,742
2004	333,305	1,571,547	12,763,027	0	4,482,783	335,998	1,254,559	29,322	166,362,959
2005	309,731	972,454	2,995,153	0	4,923,401	2,613	1,368,331	53,247	164,292,705
2006	308,887	247,688	14,764,828	0	5,529,394	57,875	1,592,311	32,382	172,402,146
2007	315,677	218,653	15,286,055	0	5,924,256	5,516	1,855,527	47,947	180,389,285
2008	316,708	376,155	(44,700,324)	0	6,204,282	0	2,101,958	62,349	128,013,235

* Includes assets for retiree health benefits.

**SUMMARY OF
CURRENT ASSET INFORMATION *
REPORTED FOR VALUATION**

Market Value of Assets

	<u>12/31/2008</u> <u>Market Value</u>	<u>12/31/2007</u> <u>Market Value</u>
Cash & equivalents	\$ 2,937,427	\$ 3,774,767
Government bonds	18,978,123	16,874,597
Corporate bonds	36,999,792	39,035,717
Stock	69,105,092	114,080,562
Bond mutual funds	0	6,623,642
Other (annuities)	0	0
Total assets	<u>128,020,434</u>	<u>180,389,285</u>
Less accounts payable	<u>7,199</u>	<u>0</u>
Net assets available for benefits	<u>\$128,013,235</u>	<u>\$180,389,285</u>

Revenues and Expenses

	<u>2008</u>	<u>2007</u>
Balance - January 1	\$180,389,285	\$ 172,402,146
Revenues		
Employees' contributions	316,708	315,677
Employer contributions	376,155	218,653
Investment income	(44,700,324)	15,286,055
Miscellaneous	0	0
Expenses		
Benefit payments	6,204,282	5,924,256
Refunds of member contributions	0	5,516
Administrative expenses	62,349	47,947
Health Insurance Premiums	2,101,958	1,855,527
Miscellaneous	<u>0</u>	<u>0</u>
Balance - December 31	<u>\$ 128,013,235</u>	<u>\$ 180,389,285</u>
Rate of return net of expenses	(25.3)%	9.1%

* Includes assets for retiree health benefits.

**RETIRANTS AND BENEFICIARIES ADDED TO AND REMOVED FROM ROLLS
DEFINED BENEFIT PLAN
COMPARATIVE STATEMENT**

Year Ended December 31	Added to Rols			Removed from Rols		Rols End of Year		% Incr. Annual Benefit	Average Annual Benefit	Present Value of Benefits	Expected Removal
	No.	Annual Benefit	Post-Ret. Increases	No.	Annual Benefit	No.	Annual Benefit				
1979	3	\$ 19,301		1	\$ 4,039	16	\$ 54,299	49.2%	\$ 3,394	\$ 560,168	*
1980	4	18,129		2	2,326	18	68,389	25.9	3,799	736,672	*
1981	9	26,689	\$ 5,359	1	8,434	26	98,111	43.5	3,774	1,057,130	*
1982	6	41,119		2		30	130,796	33.3	4,360	1,468,289	0.4
1983	17	90,799	5,849	1	5,288	46	222,156	69.8	4,829	2,418,904	0.6
1984	14	150,796		3	12,163	57	360,789	62.4	6,330	4,037,853	1.0
1985	8	112,614		1	2,435	64	470,968	30.5	7,359	5,351,070	1.2
1986	8	64,758		1	3,820	71	531,906	12.9	7,492	6,006,326	1.3
1987	6	45,628		3	12,295	74	565,239	6.3	7,638	6,307,514	1.6
1988	6	82,290		2	8,825	78	538,704	13.0	8,188	6,997,601	1.7
1989	6	71,518	26,993	1	4,836	83	732,379	14.7	8,824	7,902,521	1.9
1990	5	102,108		2	13,370	86	821,117	12.1	9,548	8,852,756	2.1
1991	10	185,752		6	53,568	90	953,301	16.1	10,592	10,403,174	2.2
1992	10	154,697		4	41,160	96	1,066,838	11.9	11,113	11,711,334	2.4
1993	6	110,685		3	26,135	99	1,151,388	7.9	11,630	12,514,776	2.6
1994	21	648,681			(1,572)	120	1,798,497	56.2	14,987	20,491,084	2.7
1995	6	84,312		4	55,506	122	1,827,303	1.6	14,978	21,287,811	2.9
1996	20	446,833		6	60,831	136	2,213,305	21.1	16,274	25,459,651	2.0
1997	14	420,457		1	10,217	149	2,623,545	18.5	17,608	30,537,712	2.8
1998	8	163,633		4	56,055	153	2,731,123	4.1	17,850	31,402,870	3.6
1999	10	286,293		3	69,193	160	2,948,223	7.9	18,426	33,748,959	4.0
2000	11	340,403		8	59,325	163	3,229,301	9.5	19,812	37,083,835	4.0
2001	9	240,483		3	24,905	169	3,444,879	6.7	20,384	39,424,271	4.4
2002	8	189,284		6	59,479	171	3,574,684	3.8	20,905	40,667,169	4.4
2003	15	521,015		4	17,957	182	4,077,742	14.1	22,405	47,046,673	4.4
2004	21	615,572		7	87,193	196	4,606,121	13.0	23,501	53,030,527	4.8
2005	14	520,152		5	101,352	205	5,024,921	9.1	24,512	57,995,428	4.8
2006	15	609,624		3	29,746	217	5,604,799	11.5	25,829	64,573,648	4.8
2007	18	459,496		3	53,602	232	6,010,693	7.2	25,908	68,494,664	5.5
2008	11	176,381		3	30,933	240	6,156,141	2.4	25,651	69,351,765	5.8

* Not available.

RETIRED MEMBERS - DECEMBER 31, 2008
TABULATED BY VALUATION DIVISIONS

DEFINED BENEFIT MEMBERS

Valuation Division	No.	Annual Benefits	Age
General	169	\$ 3,381,068	69.5 years
Public Safety	<u>71</u>	<u>2,775,073</u>	61.1 years
Totals	240	\$ 6,156,141	

**RETIRANTS AND BENEFICIARIES INCLUDED IN DEFINED BENEFIT VALUATION
TABULATED BY TYPE OF BENEFITS BEING PAID
DECEMBER 31, 2008**

Type of Benefits Being Paid	Number	Annual Benefits
Age and Service benefits		
Regular benefit - benefit terminating at death of retiree	74	\$1,445,024
100% joint and survivor benefit		
Option A	48	1,786,754
Option C	46	1,454,101
50% joint and survivor benefits		
Option B	24	646,156
Option D	14	472,619
Survivor Beneficiary	<u>22</u>	<u>224,789</u>
Total age and service benefits	228	6,029,443
Casualty benefits		
Non-Duty Disability - Regular		
- Retiree	1	\$ 12,097
- Beneficiary	4	21,843
Duty- Disability - Option A	1	7,866
Non-Duty Death benefit	3	44,206
Duty Death benefit	<u>3</u>	<u>40,686</u>
Total Casualty benefits	12	126,698
Total Benefits Being Paid	240	\$6,156,141

**RETIRANTS AND BENEFICIARIES INCLUDED IN DEFINED BENEFIT VALUATION
BY ATTAINED AGES
DECEMBER 31, 2008**

Attained Ages	No.	Annual Pensions
under 40	0	\$ -
40-44	1	7,866
45-49	3	67,668
50-54	19	740,396
55-59	44	1,759,178
60-64	56	1,536,491
65-69	38	977,262
70-74	19	390,538
75-79	25	342,710
80-84	17	183,506
85-89	17	136,702
90-94	0	0
95-99	1	13,824
100 & over	0	0
Totals	240	\$ 6,156,141

**VESTED TERMINATED MEMBERS INCLUDED IN DEFINED BENEFIT VALUATION
BY ATTAINED AGES
DECEMBER 31, 2008**

Attained Ages	Estimated	
No.	Annual Benefits	
45	1	\$ 5,110
47	1	13,230
49	2	15,012
50	1	8,033
51	1	16,662
53	1	13,419
54	1	3,414
55	1	11,442
56	2	31,580
58	1	8,586
60	2	19,740
Totals	14	\$ 146,228

ACTIVE MEMBERS - DECEMBER 31, 2008
TABULATED BY VALUATION DIVISIONS

DEFINED BENEFIT MEMBERS

Valuation Division	No.	Annual Payroll	Average Age	Average Service	Average Pay
General	73	\$ 4,779,209	52.6 years	20.6 years	\$65,469
Public Safety	<u>69</u>	<u>6,174,088</u>	44.9 years	17.3 years	89,480
Totals	142	\$ 10,953,297			

ACTIVE MEMBERS INCLUDED IN DEFINED BENEFIT VALUATION

Valn. Date Dec. 31	Active Members					Average				
	General		Public Safety			Valuation Payroll	Age	Service	Pay	% Incr.
	Class/ Exempt	Other	Comm/ Other	TPOA	Total					
1972		183		66	249	\$ 2,907,267	36.1 yrs.	4.7 yrs.	\$11,676	7.6 %
1973		205		64	269	3,434,997	36.2	4.9	12,770	9.4
1974		222		68	290	4,123,892	36.3	5.3	14,220	11.4
1975		247		81	328	4,996,368	36.2	5.5	15,233	7.1
1976		254	20	62	336	5,615,394	36.8	6.2	16,712	9.7
1977		269	18	63	350	5,970,264	37.7	6.5	17,058	2.1
1978		261	18	69	348	6,628,692	38.0	7.2	19,048	11.7
1979		282	22	72	376	7,700,464	37.9	7.2	20,480	7.5
1980		279	21	86	386	8,947,885	38.0	7.6	23,181	13.2
1981	100	167	25	87	379	9,697,649	38.4	8.3	25,587	10.4
1982	92	163	32	78	365	9,954,722	39.0	9.2	27,273	6.6
1983	94	140	30	78	342	10,214,049	39.2	10.0	29,866	9.5
1984	97	135	32	74	338	10,518,429	39.2	11.3	31,120	4.2
1985	103	139	32	79	353	11,373,793	39.2	11.1	32,220	3.5
1986	108	141	37	79	365	12,048,592	39.5	11.0	33,010	2.5
1987	116	143	41	84	384	13,083,451	40.0	11.3	34,071	3.2
1988	118	142	43	86	389	14,162,413	40.4	11.7	36,407	6.8
1989	122	144	47	86	399	14,774,001	40.5	11.7	37,028	1.7
1990	128	148	46	90	412	16,105,129	41.1	12.0	39,090	5.6
1991	129	150	44	98	421	17,323,677	41.5	12.0	41,149	5.3
1992	132	150	45	96	423	17,619,701	42.0	12.7	41,654	1.2
1993	134	150	47	93	424	18,518,880	42.6	13.1	43,677	4.9
1994	128	147	39	87	401	17,598,618	43.0	13.4	43,887	0.5
1995	127	153	43	95	418	19,039,969	43.4	13.6	45,550	3.8
1996	135 *	160	44	95	434	20,535,959	43.2	13.1	47,318	3.9
1997	55 *	146	37	102	340	16,133,023	42.4	12.1	47,590	0.6
1998	59	116 *	40	99	314	16,201,219	43.0	13.3	51,761	8.8
1999	55	85 #	40	99	279	15,056,554	43.4	14.4	54,553	5.4
2000	55	76	29	97 *	257	15,441,200	44.1	14.8	60,317	10.6
2001	56	73	20	92	241	14,566,460	44.7	14.7	60,442	0.2
2002	59	66	21	71	217	13,552,549	45.7	15.8	62,454	3.3
2003	56	61	19	69	205	13,052,713	46.5	16.3	63,672	1.9
2004	52	54	19	61	186	12,572,374	46.9	16.9	67,593	6.2
2005	48	51	21	54	174	12,099,631	47.7	17.4	69,538	2.9
2006	44	46	20	51	161	11,471,511	48.0	17.6	71,252	2.5
2007	37	40	21	49	147	11,045,745	48.1	18.1	75,141	5.5
2008	37	36	22	47	142	10,953,297	48.8	19.0	77,136	2.7

* Includes 1 member on leave of absence.

Includes 3 members on leave of absence.

**ADDITIONS TO AND REMOVALS FROM ACTIVE MEMBERSHIP
ACTUAL AND EXPECTED NUMBERS**

Year Ended Dec. 31	Normal Retirement		Disability Retirement		Died-In-Service		Terminations			Active Members End of Year
	A	E	A	E	A	E	Trans. to DC	Other	E	
							A	A		
1989	5	3.6	1	1.1	1	1.0		13	24.5	399
1990	4	4.8	0	1.1	0	1.0		10	24.7	412
1991	9	8.7	0	1.1	0	1.0		6	24.8	421
1992	7	6.6	0	1.2	0	1.0		4	23.1	423
1993	6	9.1	0	1.2	0	1.2		11	21.4	424
1994	19	14.6	0	1.2	1	1.1		12	20.5	401
1995	3	8.6	0	1.2	1	1.2		10	17.8	418
1996	15	8.7	0	1.3	0	0.8		9	23.5	434
1997	13	8.7	0	1.3	0	0.8	98	10	23.5	340
1998	4	6.9	0	0.8	0	0.8	28	3	18.6	314
1999	7	8.6	0	0.7	0	0.5	26	7	14.7	279
2000	9	9.3	0	0.6	0	0.4	11	3	10.3	257
2001	4	6.9	0	0.6	1	0.5	10	1	8.2	241
2002	6	5.3	0	0.8	0	0.5	19	0	6.5	217
2003	10	4.4	0	0.7	1	0.4	0	1	5.3	205
2004	15	13.5	0	0.6	0	0.4	0	4	3.5	186
2005	10	13.5	1	0.6	0	0.4	0	1	3.5	174
2006	13	10.6	0	0.6	0	0.4	0	1	3.1	161
2007	13	9.5	0	0.6	0	0.4	0	1	2.6	147
2008	5	11.5	0	0.5	0	0.3	0	0	2.3	142
5-Yr. Totals	56	58.6	1	2.9	0	1.9	0	7	15.0	

A represents actual number.

E represents expected number based on assumptions outlined in Section C.

GENERAL (CLERICAL) - DECEMBER 31, 2008
BY ATTAINED AGE AND YEARS OF SERVICE

Age Group	Years of Accrued Service						Totals	
	5-9	10-14	15-19	20-24	25-29	30 Plus	No.	Salary
30-34		1					1	\$ 53,514
35-39		1					1	54,264
40-44		1		1			2	124,677
45-49		1			1		2	115,275
50-54		2		1	1	1	5	243,700
55-59		1		1			2	103,532
63		1	1				2	91,103
65		1					1	46,385
Totals		9	1	3	2	1	16	\$ 832,450

While not used in the financial computations, the following group averages are computed and shown because of their general interest:

Age: 50.9 years.

Service: 17.6 years.

Annual Pay: \$52,028

GENERAL (CLASSIFIED AND EXEMPT) - DECEMBER 31, 2008
BY ATTAINED AGE AND YEARS OF SERVICE

Age Group	Years of Accrued Service						Totals	
	5-9	10-14	15-19	20-24	25-29	30 Plus	No.	Salary
35-39			1				1	\$ 82,127
40-44		1		1			2	120,648
45-49		1	3				4	319,290
50-54		1	1	6	1	3	12	931,651
55-59		5	2	2	2	2	13	972,610
61				1			1	74,873
63					1		1	71,585
66				1			1	53,180
69		1		1			2	113,194
Totals		9	7	12	4	5	37	\$ 2,739,158

While not used in the financial computations, the following group averages are computed and shown because of their general interest:

Age: 54.3 years.

Service: 21.9 years.

Annual Pay: \$74,031

GENERAL (AFSCME) - DECEMBER 31, 2008
BY ATTAINED AGE AND YEARS OF SERVICE

Age Group	Years of Accrued Service					Totals		
	5-9	10-14	15-19	20-24	25-29	30 Plus	No.	Salary
35-39		1					1	\$ 55,777
40-44			1				1	59,449
45-49		2	2				4	246,864
50-54			4	2	3	2	11	661,349
55-59		1		2			3	184,162
Totals		4	7	4	3	2	20	\$ 1,207,601

While not used in the financial computations, the following group averages are computed and shown because of their general interest:

Age: 50.9 years.

Service: 20.5 years.

Annual Pay: \$60,380

PUBLIC SAFETY – (T.F.S.O.A.) - DECEMBER 31, 2008

BY ATTAINED AGE AND YEARS OF SERVICE

Age Group	Years of Accrued Service						Totals	
	5-9	10-14	15-19	20-24	25-29	30 Plus	No.	Salary
55-59					2		2	\$ 211,900
Totals					2		2	\$ 211,900

While not used in the financial computations, the following group averages are computed and shown because of their general interest:

Age: 57.8 years.

Service: 28.8 years.

Annual Pay: \$105,950

PUBLIC SAFETY (T.P.O.A.) - DECEMBER 31, 2008
By Attained Age and Years of Service

Age Group	Years of Accrued Service						Totals	
	5-9	10-14	15-19	20-24	25-29	30 Plus	No.	Salary
30-34	2	4					6	\$ 489,308
35-39	2	8					10	793,205
40-44		7	4	1			12	995,014
45-49			5	2			7	562,159
50-54		1	3	4			8	707,421
55-59		1	1	1	1		4	323,539
Totals	4	21	13	8	1		47	\$ 3,870,646

While not used in the financial computations, the following group averages are computed and shown because of their general interest:

Age: 43.5 years.

Service: 15.7 years.

Annual Pay: \$82,354

PUBLIC SAFETY (T.C.O.A.) - DECEMBER 31, 2008
BY ATTAINED AGE AND YEARS OF SERVICE

Age Group	Years of Accrued Service					Totals		
	5-9	10-14	15-19	20-24	25-29	30 Plus	No.	Salary
35-39		3					3	\$ 282,469
40-44		3	1				4	433,019
45-49			1	6	1		8	821,193
50-54				2	1		3	335,257
55-59				1			1	104,694
61			1				1	114,910
Totals		6	3	9	2		20	\$ 2,091,542

While not used in the financial computations, the following group averages are computed and shown because of their general interest:

Age: 46.7 years.

Service: 19.7 years.

Annual Pay: \$104,577

SECTION C

**FINANCIAL PRINCIPLES, ACTUARIAL VALUATION
PROCESS, ACTUARIAL COST METHODS,
ACTUARIAL ASSUMPTIONS AND DEFINITIONS OF
TECHNICAL TERMS**

BASIC FINANCIAL PRINCIPLES AND OPERATION OF THE RETIREMENT SYSTEM

Benefit Promises Made Which Must Be Paid For. A retirement program is an orderly means of handing out, keeping track of, and financing pension promises to a group of employees. As each member of the retirement program acquires a unit of service credit the member is, in effect, handed an "IOU" which reads: "The City of Troy Employees Retirement System promises to pay you one unit of retirement benefits, payments in cash commencing when you retire."

The principal related financial question is: When shall the money required to cover the "IOU" be contributed? This year, when the benefit of the member's service is received? Or, some future year when the "IOU" becomes a cash demand?

The Constitution of the State of Michigan is directed to the question:

"Financial benefits arising on account of service rendered in each fiscal year shall be funded during that year and such funding shall not be used for financing unfunded accrued liabilities."

This Retirement System meets this requirement by having as its ***financial objective the establishment and receipt of contributions, expressed as percents of active member payroll, which will remain approximately level*** from year to year and will not have to be increased for future generations of taxpayers.

The accumulation of invested assets ***is a by-product of level percent-of-payroll contributions, not the objective.*** Investment income becomes the 3rd major contributor to the retirement program, and the amount is directly related to the amount of contributions and investment performance.

If contributions to the retirement program are less than the preceding amount, the difference, *plus investment earnings not realized thereon*, will have to be contributed at some later time (or benefits will have to be reduced) to satisfy the fundamental fiscal equation under which all retirement programs must operate:

$$\mathbf{B = C + I - E}$$

The aggregate amount of **B**enefit payments to any group of members and their beneficiaries cannot exceed the sum of:

The aggregate amount of **C**ontributions received on behalf of the group

... plus ...

Investment earnings on contributions received and not required for immediate cash payments of benefits

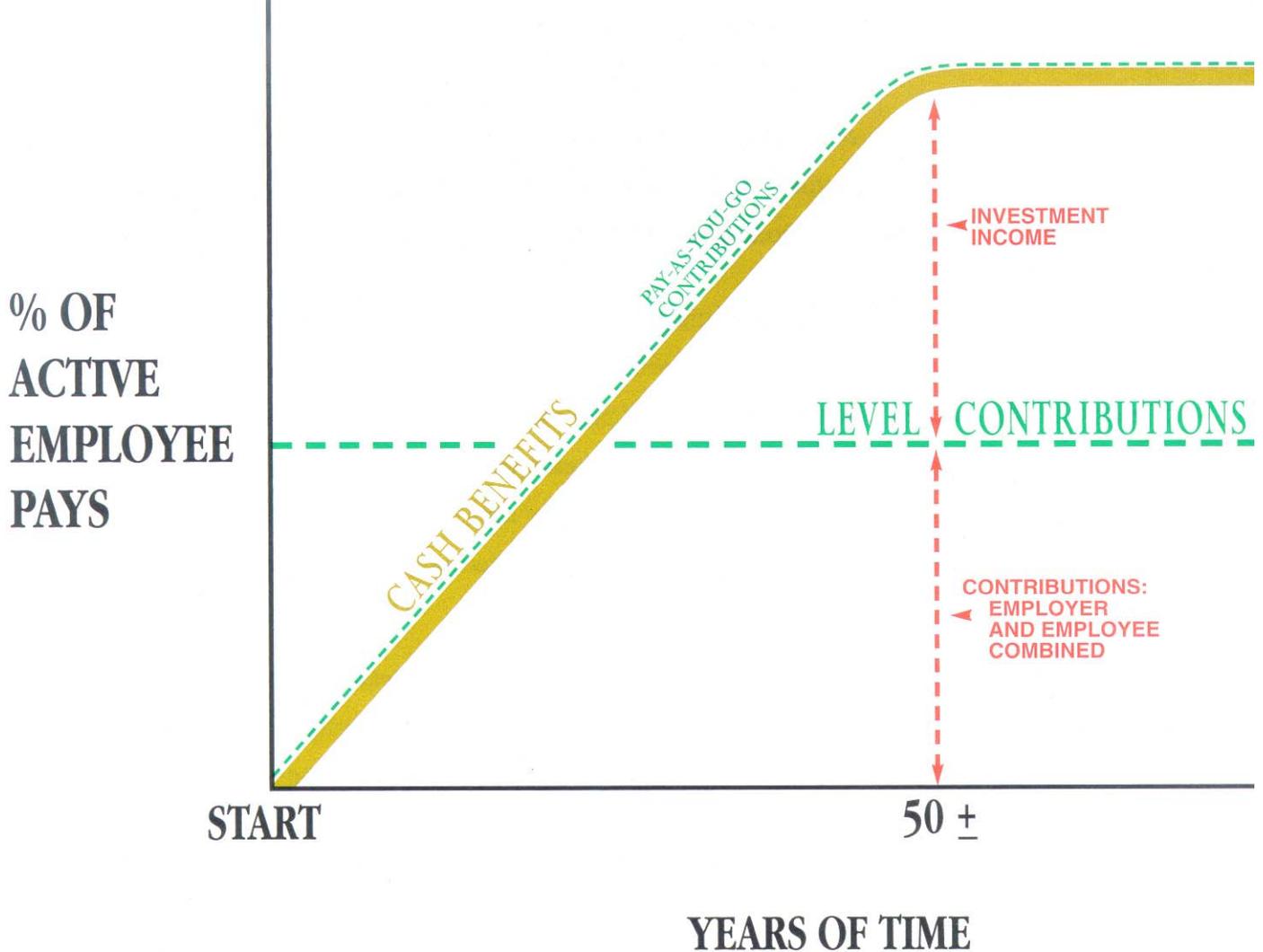
... minus ...

The **E**xpenses of operating the program.

There are retirement programs designed to defer the bulk of contributions far into the future. The present contribution rate for such systems is *artificially low*. The fact that the contribution rate is destined to increase relentlessly to a much higher level is often ignored.

This method of financing is prohibited in Michigan by the state constitution.

Computed Contribution Rate Needed to Finance Benefits. From a given schedule of benefits and from the data furnished, the actuary calculates the contribution rate *by means of an actuarial valuation* - the technique of assigning monetary values to the risks assumed in operating a retirement program.



CASH BENEFITS LINE. This relentlessly increasing line is the fundamental reality of retirement plan financing. It happens each time a new benefit is added for future retirements (and happens regardless of the design for contributing for benefits).

LEVEL CONTRIBUTION LINE. Determining the level contribution line requires detailed assumptions concerning a variety of experiences in future decades, including:

Economic Risk Areas

- Rates of investment return
- Rates of pay increase
- Changes in active member group size

Non-Economic Risk Areas

- Ages at actual retirement
- Rates of mortality
- Rates of withdrawal of active members (turnover)
- Rates of disability

THE ACTUARIAL VALUATION PROCESS

The *financing diagram* on the previous page shows the relationship between the two fundamentally different philosophies of paying for retirement benefits: the method where contributions match cash benefit payments (or barely exceed cash benefit payments, as in the Federal Social Security program) which is an *increasing contribution method*; and the *level contribution method* which equalizes contributions between the generations.

The *actuarial valuation* is the mathematical process by which the level contribution rate is determined, and the flow of activity constituting the valuation may be summarized as follows:

- A. ***Covered Person Data***, furnished by plan administrator.
 - Retired lives now receiving benefits
 - Former employees with vested benefits not yet payable
 - Active employees

- B. + ***Asset data*** (cash & investments), furnished by plan administrator

- C. + ***Assumptions concerning future financial experience in various risk areas***, which assumptions are established by the Board of Trustees after consulting with the actuary

- D. + The ***funding method*** for employer contributions (the long-term, planned pattern for employer contributions)

- E. + ***Mathematically combining the assumptions, the funding method, and the data***

- F. = Determination of:
 - Plan financial position

 - and/or New Employer Contribution Rate

ACTUARIAL COST METHODS USED FOR THE VALUATION

The funding method used in this actuarial valuation is the *Aggregate Cost Method*. Under this method the Actuarial Present Value of Projected Benefits of the group included in the valuation, less the sum of the Funding Value of Assets and the Actuarial Present Value of Future Member Contributions is allocated over a future scheduled period. This allocation is performed for the group as a whole, not as a sum of individual allocations. The portion of this Actuarial Present Value allocated to a specific year is called the City's Annual Normal Cost. Under this method, actuarial gains (losses) reduce (increase) future Normal Costs.

ACTUARIAL ASSUMPTIONS IN THE VALUATION PROCESS

The actuary calculates contribution requirements and actuarial present values of a retirement system by applying actuarial assumptions to the benefit provisions and people information of the system, using the actuarial cost methods described on page C-5.

The principal areas of risk which require assumptions about future experience are:

- (i) Long-term rates of investment return to be generated by the assets of the System.
- (ii) Patterns of pay increases to members.
- (iii) Rates of mortality among members, retirants and beneficiaries.
- (iv) Rates of withdrawal of active members.
- (v) Rates of disability among active members.
- (vi) The age patterns of actual retirements.

In making a valuation, the actuary calculates the monetary effect of each assumption for as long as a present covered person survives - - - a period of time which can be as long as a century.

The employer contribution rate has been computed to remain level from year to year so long as benefits and the basic experience and make-up of members do not change. Examples of favorable experience which would tend to reduce the employer contribution rate are:

- (1) Investment returns in excess of 6.5% per year.
- (2) Member non-vested terminations at a higher rate than outlined on page C-11.
- (3) Mortality among retirants and beneficiaries at a higher rate than indicated by the RP-2000 Combined Healthy Mortality Table.

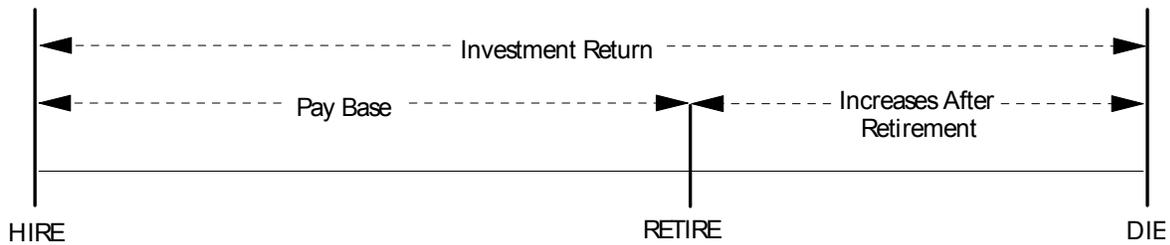
Examples of unfavorable experience which would tend to increase the employer contribution rate are:

- (1) Pay increases in excess of the rates outlined on page C-9.
 - (2) An acceleration in the rate of retirement from the rates outlined on page C-12.
-

Actual experience of the system will not coincide exactly with assumed experience, regardless of the choice of the assumptions, the skill of the actuary or the precision of the calculations. Each valuation provides a complete recalculation of assumed future experience and takes into account all past differences between assumed and actual experience. The result is a continual series of adjustments (usually small) to the computed contribution rate.

From time to time one or more of the assumptions is modified to reflect experience trends (but not random or temporary year to year fluctuations).

RELATIONSHIP OF ECONOMIC ASSUMPTIONS IN COMPUTING CONTRIBUTIONS TO A RETIREMENT SYSTEM



Investment Return

An increase in this assumption reduces computed contributions. The assumption operates over all parts of an employee's lifetime.

Pay Base

An increase in this assumption increases computed contributions. However, a 1% increase in this assumption, coupled with a 1% increase in Investment Return reduces computed contributions. This is because the Pay Base assumption operates only over an employee's working lifetime, while the Investment Return assumption operates over the employee's entire lifetime, and therefore has a greater effect.

Increases After Retirement

An increase in this element increases computed contributions.

If Investment Return, Pay Base, and Increases After Retirement are each increased by equal amounts, computed contributions remain the same (except in plans using Final Average Pay as a factor in computing benefits; the multi-year average used for Final Average Pay causes computed contributions to decrease slightly).

If Investment Return and Pay Base are increased by equal amounts, with no change in Increases After Retirement, computed contributions decrease – sometimes significantly. The decreases represent the projected devaluation of an employee's benefits following retirement.

ACTUARIAL ASSUMPTIONS USED FOR THE VALUATION

Investment Return (net of expenses).

6.5% per year, compounded annually. This rate consists of a real rate of return of 3.0% per year plus a long-term rate of wage inflation of 3.5% per year.

This assumption is used to equate the value of payments due at different points in time and was first used for the December 31, 1995 valuation. The 3.5% wage inflation assumption was first used for the December 31, 2007 valuation. Approximate rates of investment return, for the purpose of comparisons with assumed rates, are shown below:

	Year Ended December 31				
	2008	2007	2006	2005	2004
Recognized Rate of Investment Return of Funding Value of Assets	0.7%	7.2%	6.7%	4.8%	5.0%

The nominal rate of return was computed using the approximate formula $i = I$ divided by $1/2 (A + B - I)$, where I is actual investment income (after smoothing gains and losses) net of expenses, A is the beginning of year valuation asset value, and B is the end of year valuation asset value.

These rates of return should not be used for measurement of an investment advisor's performance or for comparisons with other systems -- *to do so will mislead*.

Pay Projections. These assumptions are used to project current pays to those upon which benefits will be based. The assumptions were first used for the December 31, 2007 valuation.

Annual Rate of Pay Increase for Sample Ages			
Sample Ages	Base (Economic)	Merit and Longevity	Total
20	3.5 %	4.0 %	7.5 %
25	3.5	3.2	6.7
30	3.5	2.8	6.3
35	3.5	2.5	6.0
40	3.5	2.2	5.7
45	3.5	1.7	5.2
50	3.5	1.2	4.7
55	3.5	0.7	4.2
60	3.5	0.2	3.7

Changes actually experienced in average pay have been as follows:

Increase in	Year Ended December 31					3-Year Average	5-Year Average
	2008	2007	2006	2005	2004		
Average pay	2.7%	5.5%	2.5%	2.9%	6.2%	3.5%	3.9%

Mortality Table. The RP-2000 Combined Healthy Mortality Table, for males and females. This table was first used for the December 31, 2007 valuation. Sample values follow:

Sample Attained Ages	Single Life Retirement Values			
	Present Value of \$1.00 Monthly for Life		Future Life Expectancy (Years)	
	Men	Women	Men	Women
	50	\$156.42	\$161.11	30.80
55	146.11	152.04	26.18	28.91
60	133.49	140.76	21.74	24.38
65	118.85	127.55	17.61	20.12
70	102.73	112.76	13.88	16.23
75	85.47	96.73	10.57	12.74
80	68.04	79.91	7.75	9.68

This assumption is used to measure the probabilities of members dying before retirement and the probabilities of each benefit payment being made after retirement.

Rates of separation from active membership. The rates do not apply to members eligible to retire and do not include separation on account of death or disability. This assumption measures the probabilities of members remaining in employment.

Sample Ages	Years of Service	Percent Separating Within Next Year	
		General	Public Safety
ALL	0	30.00 %	15.00 %
	1	20.00	10.00
	2	15.00	8.00
	3	10.00	7.00
	4	7.00	6.00
25	5 & Over	6.00	5.00
30		6.00	4.50
35		6.00	3.55
40		6.00	1.45
45		3.50	0.75
50		1.50	0.75
55		1.50	0.75
60		1.50	0.75

The rates were first used for the December 31, 1975 valuation.

Rates of Disability. These assumptions represent the probabilities of active members becoming disabled.

Sample Ages	Percent Becoming Disabled Within Next Year	
	Men	Women
20	0.08 %	0.10 %
25	0.08	0.10
30	0.08	0.10
35	0.08	0.10
40	0.20	0.36
45	0.26	0.41
50	0.49	0.57
55	0.89	0.77
60	1.41	1.02
65	1.66	1.23

These rates were first used for the December 31, 1976 valuation.

Rates of Retirement. These rates are used to measure the probabilities of an eligible member retiring during the next year.

Retirement Ages	Percent of Active Members Retiring Within Next Year			
	General	Public Safety		
		T.F.S.O.A. & Exempt	T.C.O.A.	T.P.O.A.
43			35	40
44			25	40
45			20	40
46			15	40
47			15	40
48			15	40
49			15	35
50	15	35	15	20
51	10	25	25	15
52	5	20	30	15
53	5	15	100	15
54	5	15		15
55	5	15		15
56	5	15		15
57	5	15		25
58	5	25		100
59	5	30		100
60	5	100		
61	5			
62	30			
63	10			
64	10			
65	100			

T.P.O.A, T.F.S.O.A. and T.C.O.A. members were assumed to be eligible for retirement after 25 years of service, or after attaining age 60 with 10 or more years of service. General AFSCME, General Clerical, and Classified or Exempt members were assumed to be eligible for retirement after attaining age 50 with 27 years of service, or age 55 with 25 years of service; or age 60 with 10 years of service.

These rates were first used for the December 31, 1973 valuation. The rates for Classified, Exempt and Command Officers were first used for the December 31, 1981 valuation. The rates for Non-Classified/Exempt General members were first used for the December 31, 1986 valuation.

**SUMMARY OF ASSUMPTIONS USED
DECEMBER 31, 2008**

Pensions in an Inflationary Environment

**VALUE OF \$1,000/MONTH RETIREMENT BENEFIT
To an Individual Who Retires at Age 60
In an Environment of 3.50% Inflation**

<u>Age</u>	<u>Value</u>
60	\$1,000
61	966
62	933
63	901
64	871
65	842
70	708
75	596
80	502
85	423

The life expectancy of a 60 year old male retiree is age 82. The life expectancy for a 60 year old female retiree is age 84. Half of the people will outlive their life expectancy. The effects of even moderate amounts of inflation can be significant for those who live to an advanced age.

SUMMARY OF ASSUMPTIONS USED
MISCELLANEOUS AND TECHNICAL ASSUMPTIONS
DECEMBER 31, 2008

Marriage Assumption. 90% of males and 90% of females are assumed to be married for purposes of death-in-service benefits.

Pay Increase Timing. Beginning of (Fiscal) year. This is equivalent to assuming that reported pays represent amounts paid to members during the year ended on the valuation date.

Decrement Timing. Decrements of all types are assumed to occur mid-year.

Eligibility Testing. Eligibility for benefits is determined based upon the age nearest birthday and service nearest whole year on the date the decrement is assumed to occur.

Benefit Service. Exact fractional service is used to determine the amount of benefit payable.

Decrement Relativity. Decrement rates are used without adjustment for multiple decrement table effects.

Decrement Operation. Disability and mortality decrements do not operate during the first 5 years of service. Disability and withdrawal do not operate during retirement eligibility.

Normal Form of Benefit. The assumed normal form of benefit is the straight life form.

Incidence of Contributions. Contributions are assumed to be received continuously throughout the year based upon the computed percent of payroll shown in this report, and the actual payroll payable at the time contributions are made.

DEFINITIONS OF TECHNICAL TERMS

Accrued Service. Service credited under the system which was rendered before the date of the actuarial valuation.

Actuarial Accrued Liability. The difference between the actuarial present value of system benefits and the actuarial present value of future normal costs. Also referred to as "past service liability".

Actuarial Assumptions. Estimates of future experience with respect to rates of mortality, disability, turnover, retirement, rate or rates of investment income and salary increases. Decrement assumptions (rates of mortality, disability, turnover and retirement) are generally based on past experience, often modified for projected changes in conditions. Economic assumptions (salary increases and investment income) consist of an underlying rate in an inflation-free environment plus a provision for a long-term average rate of inflation.

Actuarial Cost Method. A mathematical budgeting procedure for allocating the dollar amount of the "actuarial present value of future benefits" between future normal costs and actuarial accrued liability. Sometimes referred to as the "actuarial funding method".

Actuarial Equivalent. One series of payments is said to be actuarially equivalent to another series of payments if the two series have the same actuarial present value.

Actuarial Gain (Loss). The difference between actual unfunded actuarial accrued liabilities and anticipated unfunded actuarial accrued liabilities -- during the period between two valuation dates. It is a measurement of the difference between actual and expected experience.

Actuarial Present Value. The amount of funds currently required to provide a payment or series of payments in the future. It is determined by discounting future payments at predetermined rates of interest, and by probabilities of payments.

Amortization. Paying off an interest-discounted amount with periodic payments of interest and (generally) principal -- as opposed to paying off with a lump sum payment.

Aggregate Cost Method is a method where the Actuarial Present Value of Projected Benefits of the group included in the valuation, less the sum of the Funding Value of Assets and the Actuarial Present Value of Future Member Contributions is allocated over a future scheduled period. This allocation is performed for the group as a whole, not as a sum of individual allocations. The portion of this Actuarial Present Value allocated to a specific year is called the **City's Annual Normal Cost**. Under this method, actuarial gains (losses) reduce (increase) future Normal Costs.

Credited Projected Benefit. The portion of a member's projected benefit attributable to service before the valuation date - allocated based on the ratio of accrued service to projected total service and based on anticipated future compensation.

Experience Gain (loss). The difference between actual actuarial costs and assumed actuarial costs – during the period between two valuation dates.

Funding Value of Assets. Also referred to as actuarial value of assets, smoothed market value of assets, or valuation assets.

Valuation assets recognize assumed investment return fully each year. Differences between actual and assumed investment return are phased in over a closed 5 year period. During periods when investment performance exceeds the assumed rate, valuation assets will tend to be less than market value. During periods when investment performance is less than the assumed rate, valuation assets will tend to be greater than market value. If assumed rates are exactly realized for 4 consecutive years, valuation assets will become equal to market value.

Normal Cost. The portion of the actuarial present value of future benefits that is assigned to the current year by the actuarial cost method. Sometimes referred to as "current service cost".

Unfunded Actuarial Accrued Liabilities. The difference between actuarial accrued liabilities and valuation assets. Sometimes referred to as "unfunded past service liability" or "unfunded supplemental present value".

Most retirement systems have unfunded actuarial accrued liabilities. They arise each time new benefits are added and each time an actuarial loss occurs.

The existence of unfunded actuarial accrued liabilities is not in itself bad, any more than a mortgage on a house is bad. Unfunded actuarial accrued liabilities do not represent a debt that is payable today. What is important is the ability to amortize the unfunded actuarial accrued liabilities and the trend in their amount (after due allowance for devaluation of the dollar).

SECTION D

CERTAIN DISCLOSURES REQUIRED BY STATEMENTS NO. 25 AND NO. 27 OF THE GOVERNMENTAL ACCOUNTING STANDARDS BOARD

This information is presented in draft form for review by the City's auditor. Please let us know if there are any items that the auditor changes so that we may maintain consistency with the City's financial statements.

ACTUARIAL ACCRUED LIABILITY

The actuarial accrued liability is a measure intended to help users assess (i) a pension fund's funded status on a going concern basis, and (ii) progress being made toward accumulating the assets needed to pay benefits as due. The excess of the Actuarial Present Value of Projected Benefits of the group included in an Actuarial Valuation over the Actuarial Value of Assets is allocated **on a level basis over the payroll of the group between the valuation date and assumed exit**. This allocation is performed for the group as a whole, not as a sum of individual allocations. That portion of the Actuarial Present Value allocated to a valuation year is called the Normal Cost. The Actuarial Accrued Liability is equal to the Actuarial Value of Assets. Under this method, the Actuarial Gains (Losses), as they occur, reduce (increase) future Normal Costs.

The preceding methods comply with the financial reporting standards established by the Governmental Accounting Standards Board.

The Present Value of Projected Benefits was determined as part of an actuarial valuation of the plan as of December 31, 2008. Significant actuarial assumptions used in determining the Present Value of Projected Benefits include (a) a rate of return on the investment of present and future assets of 6.5% per year compounded annually, (b) projected salary increases of 3.5% per year compounded annually, (c) additional projected salary increases of 0.0% to 4.0% per year attributable to seniority/merit, and (d) the assumption that benefits will not increase after retirement.

Actuarial Present Value of All Past and Future Benefits	
Active members	\$ 70,466,752
Retired members and beneficiaries currently receiving benefits	69,351,765
Vested terminated members not yet receiving benefits	<u>922,657</u>
Total	140,741,174
Actuarial Value of Assets (market value was \$97,312,156)	128,248,730
Present Value of Future Employee Contributions	<u>2,414,591</u>
Unfunded Present Value of Future Benefits	\$ 10,077,853

During the year ended December 31, 2008, the Plan experienced a net change of \$1,826,666 in the actuarial present value of projected benefits. There were no changes in actuarial assumptions or benefits during the year.

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF FUNDING PROGRESS
(\$ amounts in thousands)

Actuarial Valuation Date December 31	Actuarial Value of Assets# (a)	Actuarial Accrued Liability* (AAL) (b)	Unfunded AAL (b)-(a)	Funded Ratio (a)/(b)	Active Member Covered Payroll (c)	Unfunded AAL as a Percentage of Active Member Covered Payroll ((b-a)/c)
1995	\$ 94,730	\$ 85,625	\$ (9,105)	110.6	\$19,040	(47.8) %
1996	106,334	92,845	(13,489)	114.5	20,536	(65.7)
1997	120,718	105,689	(15,029)	114.2	16,133	(93.2)
1998	109,474	90,869	(18,605)	120.5	16,201	(114.8)
1999	118,595	94,661	(23,934)	125.3	15,057	(159.0)
2000	123,956	99,740	(24,216)	124.3	15,441	(156.8)
2001	123,669	97,140	(26,529)	127.3	14,566	(182.1)
2002	117,372	95,527	(21,845)	122.9	13,553	(161.2)
2003	126,738	103,558	(23,180)	122.4	13,053	(177.6)
2004	126,802	109,364	(17,438)	115.9	12,572	(138.7)
2005	128,790	113,260	(15,530)	113.7	12,100	(128.4)
2006	132,168	119,299	(12,869)	110.8	11,472	(112.2)
2007	132,917	123,162	(9,755)	107.9	11,046	(88.3)
2008	128,249	126,138	(2,111)	101.7	10,953	(19.3)

Smoothed-market value.

* Reflects entry age normal actuarial cost method to comply with GASB No. 50.

**REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF EMPLOYER CONTRIBUTIONS**

Fiscal Year Ending June 30	Actuarial Valuation Date December 31	Annual Required Contribution* (In thousands)
1995	1993	\$3,146
1996	1994	3,267
1997	1995	3,367
1998	1996	2,759
1999	1997	2,655
2000	1998	1,087
2001	1999	1,174
2002	2000	1,461
2003	2001	1,605
2004	2002	1,482
2005	2003	117
2006	2004	213
2007	2005	273
2008	2006	273
2009	2007	428

* Since it was stated to the actuary that the City's practice is to contribute the percent of payroll employer contribution rate shown in the actuarial valuation results, the values shown are the actual contributions reported by the City in the fiscal year. Also, for fiscal years ending in 2004 and earlier, annual required contributions include contributions for retiree health benefits.

**NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
SUMMARY OF ACTUARIAL METHODS AND ASSUMPTIONS**

Valuation Date	12/31/2008
Actuarial Cost Method	Aggregate
Asset Valuation Method	5-year smoothed market
Actuarial Assumptions:	
Investment Rate of Return*	6.5%
Projected Salary Increases*	3.5% - 7.5%
*Includes Inflation	3.5%

August 17, 2009

Mr. John M. Lamerato
Assistant City Manager - Finance
City of Troy
500 West Big Beaver Road
Troy, Michigan 48084

Dear John:

Enclosed are twenty copies of the report of the Forty-Fifth Annual Actuarial Valuation of the City of Troy Employees Retirement System.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Brad Lee Armstrong".

Brad Lee Armstrong

BLA:bd
Enclosures

cc: Rehmann Robson (one report copy)

Rehmann Robson
5750 New King – Suite 100
Troy, MI 48098

TROY FIRE DEPARTMENT STATION NO. 5

8/4/2009

Dear Chief Gary Mayer,

On July 22, 2009 our station, Troy Fire Station Five, had laid to rest one of its members, retired Fire Fighter Eugene William Ferguson. Members of your staff provided a motorcade and traffic assistance for our funeral procession. This display of support was deeply appreciated by both station five members and the Ferguson family.

I would like to take this moment to thank you and each member of your staff for the continued professionalism and support during our time of need.

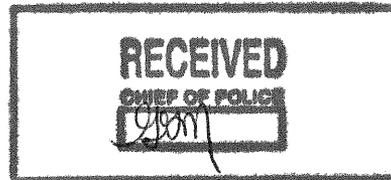
On behalf of myself and the members of Troy Fire Station Five, please accept our deepest appreciation and gratitude for you assistance as we laid our brother Bill to rest.

Sincerely,



Richard Bewick
Assistant Fire Chief

CITY MANAGER
DIVISION COMMANDERS
SGT DANIEL
OFFICER DENNY
OFFICER SCHULTZ
OFFICER TAYLOR
OFFICER VILLEROT
FILES



SGT. DANIEL, POLICE OFFICERS -
DENNY, SCHULTZ, TAYLOR + VILLEROT
THANK YOU FOR YOUR PROFESSIONAL
SERVICE.
Gary

Mailing Address: 500 West Big Beaver Road, Troy, Michigan 48084



CITY COUNCIL REPORT

August 27, 2009

TO: John Szerlag, City Manager

FROM: Gary Mayer, Chief of Police
Gerry Scherlinck, Captain, Troy Police Department

SUBJECT: Executive Summary on Revenue Projects

This document is meant to summarize the attached multi-page Update on Revenue Projects.

In preparation for the 2009/2010 Budget, research was conducted into possible revenue generators connected with police service delivery.

City Council directed the following initiatives:

- Police Arrest Booking Fee
- Property Damage Crash Recovery Fee
- Personal Injury Crash Recovery Fee
- Fuel Surcharge on Traffic Citations

In addition the police department and City Attorney's Office researched the potential for revenue in the following areas:

- Drunk Driving Forfeiture Fees
- Adoption of State Motor Carrier Rules under City Ordinance
- Firearms Range Consolidation Agreement with Sterling Heights
- Preliminary Breath Testing Fees

A cost recovery ordinance aimed at recovering city costs involving extraordinary circumstances was also undertaken under the coordination of the City Attorney's Office. While there is still potential for increased revenue in some of these areas, indicators are becoming less positive that all of these efforts will be implemented at the level originally anticipated. Unfortunately, based on preliminary indications that these efforts would be feasible, several of the projected revenues were included in the 2009/2010 revenue side of the Police Department Budget.

Council Initiatives:

- Per-Diem Lock-up Fee totaling \$158,600.00 of projected revenue included in the current budget. Not appearing feasible.
- Crash Investigation Service Fee totaling \$196,500.00 of projected revenue included in the current budget. Not feasible.
 - Property Damage Crash Recovery fee: \$135,000.00
 - Personal Injury Crash Recovery Fee: \$61,500.00
- Fuel Surcharge totaling \$100,000.00 of projected revenue included in the current budget. Not feasible.

Net current PD budget shortfall in revenue projections: \$455,100.00

This number will be calibrated into the total projected General Fund deficits.

City Council Initiatives	
Per-Diem Lock-up Fee	\$158,600.00
Crash Investigation Service Fee	\$196,500.00
Fuel Surcharge	\$100,000.00
Total	\$455,100.00

Police Department and City Attorney's Office Initiatives:

- Drunk Driving Forfeiture Fee: Moving forward on a trial basis.
 - \$60,000.00 in potential revenue based on last year's drunk driving stats – not included in current budget.
- Motor Carrier Enforcement: On-going/on track.
 - Increase in revenue dependant on number of commercial vehicle tickets. Frost law period last Spring would have generated an additional \$14,000.00 in revenue for the City had the citations been issued under local ordinance – not included in current budget.
- Firearms Range Consolidation w/Sterling Heights Police Department: Verbal Agreement
 - \$8,000.00 net increase in revenue; not included in current budget.
- Preliminary Breath Test Fee: Implemented and on-going.
 - \$10,000.00 in estimated revenue – included in current budget.

- Increase in traffic fines and costs: 52-4 District Court implemented.
 - Possible increase in revenue as detailed in attached Update on Revenue Projects.
- Cost Recovery Ordinance: On-going project.
 - Increase in revenue as a result of cost recovery on extraordinary events – no number projected.

Police Department and City Attorney's Office Initiatives	
Drunk Driving Forfeiture Fee	Unknown
Motor Carrier Enforcement	\$14,000.00
Firearms Range Consolidation	\$ 8,000.00
Preliminary Breath Test Fee	\$10,000.00
Increase in Traffic Fines and Costs	Unknown
Cost Recovery Ordinance	Unknown
Total	\$32,000.00

The Council initiatives were included in the revenue projections in the current budget, however attempts to implement those efforts cannot go forward. There is potential from the other efforts, however the exact monetary numbers are not certain. With the Firearms Range Consolidation at the verbal agreement stage, as well as the Motor Carrier initiative on track, placing those numbers into the above shortfall would reduce it by \$22,000.00. The Drunk Driving Forfeiture Fees could result in additional revenues, as could the increased traffic fines/costs and the Cost Recovery Ordinance, however it would be pre-mature to include estimated revenue at this time.

Revenue Included in 2009/2010 Budget	
City Council Initiative	\$455,100.00
<i>Potential not included in budget</i>	<i>\$ 22,000.00</i>
Total Estimated Shortfall	\$423,100.00

The Police Department Administration will work with City Management to address this issue in conjunction with efforts aimed at the on-going budget challenges.



CITY COUNCIL REPORT

August 27, 2009

TO: John Szerlag, City Manager

FROM: Gary Mayer, Chief of Police
Gerry Scherlinck, Captain, Troy Police Department

SUBJECT: Update on Revenue Projects

Background:

Based on an increasingly challenging budget outlook, the Troy City Council directed research into possible revenue generators connected with police service delivery. These included a police arrest booking fee, a property damage crash recovery fee, a personal injury crash recovery fee, and a fuel surcharge on traffic citations. In addition, the Police Department and City Attorney's Office identified additional areas of potential revenue, including drunk driving forfeiture fees, the adoption of the state motor carrier rules under the City's motor vehicle code, a firearms range consolidation agreement, and preliminary breath- testing fees.

A cost recovery ordinance aimed at recovering city costs involving extraordinary circumstances was also undertaken under the coordination of the City Attorney's Office.

Lieutenant David Livingston and Lieutenant Michael Lyczkowski have worked diligently with Ms. Susan Lancaster of the City Attorney's Office on these efforts. While there is still some potential for increased revenue in some of these areas, indicators are becoming less positive that these efforts will be implemented at the level originally anticipated. Unfortunately, based on preliminary indications that these efforts would be feasible, the projected revenues associated with several of them were included in the 2009/2010 revenue side of the Police Department Budget. The current reality is that this will result in a budget shortfall.

This report will provide a summary of the current state of affairs in each area along with the potential budget shortfalls associated with the revenues originally projected. It will also highlight areas where revenue potential remains, or where actual revenues are already being generated under these efforts.

Council Directed Initiatives:

Per Diem Lock-up Fee

State statute allows for the recovery of up to \$60.00 per day from prisoners housed in a local lock-up where the local jurisdiction is able to initiate a civil action against the individual prisoner. Lieutenant Lyczkowski and Ms. Lancaster are currently working with the 52-4 District Court on this issue in an attempt to have this fee assessed as part of sentencing/probation costs, rather than through individual civil litigations against each arrestee. Currently the court can assess restitution as part of a sentencing or probation directive. The goal was to convince the judges to assess this fee as restitution connected with final sentencing/probation requirements. There is some resistance from the judges in this regard because it is not specifically allowed by statute. In addition, the court indicated they are experiencing considerable difficulties collecting present fines and costs, simply because people do not have the funds, as so many that come before the court are not employed. The judges fear this additional burden would further impede the court's collection efforts.

The City still has the option, as expressed in the statute, to initiate a civil lawsuit against each inmate in an attempt to collect the fee. With filing and service fees, personnel costs to implement and oversee these individual cases, as well as the issue of "non-collectability" in many of these cases, this approach would be cost prohibitive.

A projection of \$158,600.00 in additional annual revenue was estimated. This is not appearing feasible.

Result: Probable \$158,600.00 shortfall in projected revenue.

Crash Investigation Service Fee:

A crash fee for at-fault drivers in vehicle crashes was proposed. Originally, two separate fees were considered, one fee for at fault drivers in property damage crashes, along with a higher fee for at fault drivers in personal injury crashes. A revenue projection of \$135,000.00 in additional annual revenue was estimated from property damage crashes, and a projection of \$61,500.00 in additional annual revenue was estimated from personal injury crashes and included in the current budget. As the project went forward, it was determined that trying to define the exact criteria for what would constitute a personal injury crash and what would constitute a property damage crash could be problematic and lead to disputes. It was therefore decided to investigate a single service fee for at fault drivers in all crashes without delineating as to property damage or personal injury crash. This Crash Investigation Service Fee was researched and also discussed with the 52-4 District Court, who would ultimately be responsible for collecting the fee. Again, it was determined that there are no express statutory guidelines that allow for this. As explained above, the imposition of additional fees is also a concern raised by the judges, since it will result in a significant additional burden for the court in terms of attempting to collect additional fees and costs. The reality of the current economic environment is such that collection efforts related to current fees and costs are becoming more and more challenging for the court. This will therefore not be feasible.

Result: \$196,500.00 shortfall in projected revenue.

Fuel Surcharge:

The original proposal included a surcharge for fuel with each traffic citation. A projection of \$100,000.00 in additional annual revenue was estimated and included in the current budget. This was researched and discussed with the judges of the 52-4 District Court, who would ultimately be responsible for collection. There are no express statutory provisions that allow for this surcharge, but there are also no express prohibitions. The judges were concerned about the additional burden in attempting to collect these additional fees and costs. The reality of the current economic environment is such that collection efforts related to current fees and costs are becoming more and more challenging for the court, without additional costs being imposed. This will therefore not be feasible.

Result: \$100,000.00 shortfall in projected revenue.

Other Revenue Generator Initiatives Undertaken:

Drunk Driving Forfeiture Fee

This initiative is permitted by state law. It is in place and we are prepared to go forward with it, however the judges at the 52-4 District Court, (as well as judges at other district courts in Oakland County for that matter), are struggling with this issue. The concern is that the forfeiture assesses punitive action prior to an actual conviction. After a recent meeting with the judges, the 52-4 District Court Administrator advised Lt. Livingston that they are willing to move cautiously forward with this program on a case by case basis. The judges will initiate forfeiture actions based on the merits of each individual petition. Lt. Livingston will introduce the program using the Traffic Safety Unit officers, as they are most familiar with these types of cases, rather than implementing the effort on a department wide basis, at first. This will allow the program to be evaluated by both the court and police department. The forfeiture applies to second and subsequent offense drunk drivers. Based on data from past cases, an additional \$60,000.00 in annual revenue was projected. Given the more limited and cautious implementation plan, this amount could be quite less, however any revenue from this program would represent a positive number in terms of revenue, as the projection was not included in the current budget.

Result: Possible positive revenue.

Motor Carrier Enforcement:

The City Attorney's Office is re-writing the City's Traffic Enforcement Ordinance, Chapter 106 to include portions of the motor vehicle code that are pertinent to the police department's local commercial vehicle enforcement efforts. This will allow the City to retain 70% of the fines and costs associated with these citations. Currently, enforcement is taken under state law and the state receives this revenue. Based on enforcement data during last Spring's frost law season alone, the City would have received approximately \$14,000.00 in additional revenue if the police department could have issued these violations under local ordinance. It is an on-going project, and although on-track, the revenue was not projected into the current budget.

Result: Increase in revenue if/when enacted.

Firearms Range Consolidation:

The Troy Police Department has recently entered into a verbal agreement with the Sterling Heights Police Department where they have agreed to reimburse us \$8000.00 annually for the use of our range. Final negotiations are on-going regarding sharing repair and maintenance costs. Although we cannot predict the final costs in terms of repairs and maintenance the additional usage might cause, the revenue at this point is aimed at off-setting this department's annual range costs. This is a recent accomplishment, therefore the revenue was not projected into the current budget.

Result: \$8000.00 net increase in revenue.

Preliminary Breath Test Fee:

This program was implemented last year through the oversight of Captain Colleen Mott. Individuals on bond and parole for charges related to substance abuse and drunk driving are often required to take PBT's. Recognizing the impact on police service, a \$5.00 fee for residents and a \$10.00 fee for non-residents was implemented. For the period 12/1/08 through 7/31/09 this program has generated \$10,210.00 in revenue for the City. Based upon that number, a projection of \$10,000.00 in revenue from the program was projected and included in the current budget. This number could be greater or lesser, dependent on case load and citizen usage of this facility, however should be attainable.

Result: \$10,000.00 revenue generator.

Fine Schedule Increases:

\$400,000.00 in revenue from fines and costs was projected into the current budget. The 52-4 District Court increased the fines for traffic citations this year. The city receives approximately 30% of the fines and costs associated with traffic citations, therefore this should result in some increase in revenue. The total number is of course, predicated upon the total number of citations issued, which is not a constant and is variable based on many factors.

Cost Recovery Ordinance:

The City Attorney's Office continues work on a proposed Cost Recovery Ordinance that will allow the recovery of costs associated with extraordinary circumstances. Such circumstances would apply to costs "beyond basic service" in extraordinary events. This ordinance not only applies to police, but other city department costs associated with these events, as well. Although these incidents are infrequent, when they do occur, they are costly. The ordinance would also allow for restitution in cases where someone deliberately damages police property, such as in a case where a disorderly prisoner breaks out the windows of a police car during transport to the Lock-up facility. It would be difficult at this point to predict a revenue estimate for this initiative.

Financial Considerations:

The above initiatives were undertaken in an effort to offset the increasing costs of services in light of the current budgetary challenges. They were also aimed at generating additional revenue in the face of those challenges.

Although, as outlined above, several of the initiatives will not be feasible, we continue to pursue the jail reimbursement fee initiative and the drunken driving forfeiture initiative. Should these prove feasible, they will produce additional revenues. The Cost Recovery Ordinance and Motor Vehicle Code update will also provide opportunities to recover costs and generate revenue.

The firearms range agreement with Sterling Heights is an example of consolidation efforts and revenue generation that will streamline operations, increase inter-agency cooperation, and cover the cost of Troy's range operations.

The PBT fee program has successfully generated revenue from a police service, to help offset police department administrative costs.

As a result of an increase in fines and costs for traffic and other violations initiated by the 52-4 District Court, City revenue in this regard should increase slightly over that which was originally projected.

The unfortunate outcome is the programs that have become unfeasible represent a \$455,100.00 shortfall in projected revenue in the current budget. This number will be calibrated into projected total General Fund deficits accordingly. The Police Department Administration will work with City Management to address this issue in conjunction with efforts aimed at the on-going budget challenges.

Legal Considerations:

As outlined above, the Troy Police Department and the Troy City Attorney's Office are working together on these initiatives. The research thus far has indicated that several of the initiatives are not supported by statute, while others can be accomplished through agreements with the District Court or by updating/enacting City Ordinances.

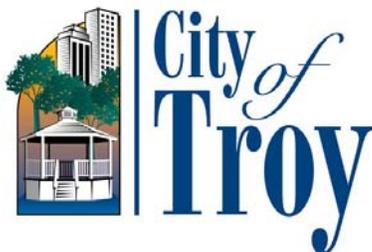
Policy Considerations:

By pursuing these initiatives, the Police and Legal Departments are attempting to offset the increasing costs of service, as well as provide for the generation of additional revenue in a challenging financial environment. This effort complies with the following City Budget Outcome:

- Troy is rebuilding for a healthy economy reflecting the values of a unique community in a changing and interconnected world

Reviewed and approved:

Lori Grigg Bluhm, City Attorney



MEMORANDUM

TO: Members of the Troy City Council
FROM: John Szerlag, City Manager
Lori Grigg Bluhm, City Attorney
Tonni L. Bartholomew, City Clerk
DATE: September 9, 2009
SUBJECT: Ballot Question Brochure

The attached explanatory brochure for the November 3, 2009 election has been prepared, as directed by City Council. The brochure follows the yes/ no format used for previous brochures. Through cooperative efforts, we were able to fit the descriptions so that it could be reproduced on two double sided 8 ½ x 11 pages. We have also created it with a two color format, as requested.

Official approval of the ballot language has not yet been received from the Governor and the Attorney General. However, approval is anticipated in the immediate future. City Administration does not foresee any significant change to the proposals, as part of the Governor's approval. Due to the very tight time frame, the brochure must be finalized by September 14, 2009 in order to mail the brochure in advance of the absentee ballots.

Please let us know if you have any questions concerning the above.

Vote

City of Troy
500 W Big Beaver
Troy, MI 48084-5285

NONPROFIT
ORGANIZATION
U.S. POSTAGE
PAID
TROY, MI
PERMIT NO. 19

**November 3, 2009 Election
Informational Brochure
For the Registered Voters at:**



CITY OF TROY GENERAL ELECTION DATES:

Election Day: Tuesday, November 3, 2009

Polls are open from **7:00 AM** until **8:00 PM**

Last day to Register to Vote: Monday, October 5, 2009

The City Clerk's Office will be open:

Saturday, October 31, 2009

10:00 AM until **2:00 PM**

for **ABSENTEE BALLOTING**

In addition to the six (6) Charter Amendment Proposals, your November ballot will contain candidates for three (3) City Council terms and school board candidates for the following school districts:

Troy City Council:	Three (3) City Council Positions	4-Year Terms
Avondale School District:	Four (4) Members of the Board of Education	4-Year Terms
School District for the City of Birmingham:	One (1) Member of Board of Education	4-Year Term
School District for the City of Royal Oak:	Two (2) Members of the Board of Education	4 -Year Terms
Troy School District:	Two (2) Members of the Board of Education	4-Year Terms
	Two (2) Members of the Board of Education	6-Year Terms

NOTE: If you are unsure of your school district, need an Absentee Ballot or have any other questions, please contact the Troy City Clerk's Office at: (248) 524-3316 or elections@troymi.gov

PROPOSAL 1

PROPOSED AMENDMENT TO THE TROY CITY CHARTER, SECTION 3.7 – ELECTION OF MAYOR PRO TEM.

Shall Section 3.7 be amended to provide that the Mayor Pro Tem be elected by the Council from among its members, annually in November, rather than in November in every odd-numbered year?

YES ___ NO ___

YES	A YES vote means that the City Council would elect the Mayor Pro Tem annually for a one-year term. This election will occur at the first City Council meeting every November.	NO	A NO vote means that the Mayor Pro Tem would continue to be elected by the City Council for a two-year term. This election will occur at the first City Council meeting every odd-year November.
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CHARTER LANGUAGE IF ADOPTED BY VOTERS:

Section 3.7 - Election of Mayor Pro Tem:

The Council shall, at its first meeting in November, annually elect one of its members to serve as Mayor Pro Tem. He or she shall serve for a term expiring upon the election of his or her successor.

PROPOSAL 2

PROPOSED AMENDMENT TO THE TROY CITY CHARTER, SECTION 3.10 – CITY MANAGER; APPOINTMENT AND QUALIFICATION.

Shall Section 3.10 be amended to delete the requirement that the Troy City Manager reside in the City (which is not enforceable under current State Law) and to substitute in its place a requirement that the City Manager shall reside within 20 miles of the City unless by law the City Manager is permitted to reside in a location even more distant from the City?

YES	A YES vote means that Charter language will be brought into compliance with Michigan law and provide for the City Manager to reside within 20 miles of the City unless the City Manager is permitted to reside in a location more distant from the City due to certain circumstances as provided for by Michigan Law.	NO	A NO vote means that the Charter will remain in conflict with the Michigan Law. Michigan law takes precedence over the City of Troy Charter, and would therefore preclude the requirement for the City Manager to live within the City boundaries. The City Manager would not have any residency restrictions.
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CHARTER LANGUAGE IF ADOPTED BY VOTERS:

Section 3.10 – City Manager; Appointment and Qualification:

The City Manager shall be the Chief Administrative Officer of the City. He or she shall be selected on the basis of fitness and ability alone. At the time of his or her appointment, he or she need not be a resident of the City or State, but during the tenure of his or her office, he or she shall reside within 20 miles of the City, unless otherwise provided for under State Law. A vacancy in this office shall be filled by the City Council within one hundred and twenty (120) days.

PROPOSAL 3

PROPOSED AMENDMENT TO THE TROY CITY CHARTER, SECTION 6.2(g) – VACANCIES IN ELECTIVE OFFICE.

Shall Section 6.2(g) be amended by deleting the requirement that a City Council member seeking to be a candidate for any other City elective office shall resign from the Council prior to the filing deadline for the municipal election and submitting in its place a requirement that a City Council member seeking to be a candidate for any other City elective office shall file with the City Clerk, prior to July 1st an irrevocable letter of resignation to allow for the future vacancy created to be placed on the next November Election Ballot?

YES ___ NO ___

<p>YES</p>	<p>A YES vote means that a Council member wishing to run for any other City office must resign from Council prior to July 1st. They could resign with an irrevocable letter of resignation for a date in the future. The Council member would continue to serve until the replacement Council member takes office.</p>	<p>NO</p>	<p>A NO vote means that a Council member wishing to run for any other City office must resign from Council prior to the Council filing deadline. The current Charter may not be enough time for the Charter required notice of the vacancy publication prior to the filing deadline. Under the Charter, Council could fill the vacancy by appointment. If Council is unable to appoint a replacement, a Special Election to fill the vacancy could be required.</p>
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PROPOSED REVISED CHARTER LANGUAGE:

Section 6.2 - Vacancies in Elective Office:

(g) Any member of City Council who wants to run for a City elective office different from the office currently held shall file an irrevocable letter of resignation effective no later than the date and time the successor takes office. The letter of irrevocable resignation shall be filed with the City Clerk prior to July 1st to allow for the future vacancy created to be placed on the next Regular Election ballot.

PROPOSAL 4

PROPOSED ADDITION TO THE TROY CITY CHARTER, SECTION 6.2.1 – IRREVOCABLE LETTER OF RESIGNATION, TO ALLOW ELECTED OFFICIALS TO RESIGN FROM CITY OFFICE BY AN IRREVOCABLE LETTER OF RESIGNATION FOR SOME TIME IN THE FUTURE AND TO ESTABLISH TIME FRAMES FOR PLACEMENT OF THE RESULTING VACANCY ON THE NEXT AVAILABLE ELECTION.

Shall Section 6.2 be amended to add a new provision, designated as Section 6.2.1, to allow elected officials to resign by irrevocable letter of resignation effective no later than the date the successor takes office, which will commence the first Monday after the election or as stated in the irrevocable letter of resignation?

NOTE: *PASSAGE OF THIS PROPOSAL IS CONDITIONED UPON THE PASSAGE OF BALLOT QUESTIONS 5 AND 6 IN THIS ELECTION.*

YES ___ NO ___

<p>YES</p>	<p>A YES vote means that a Council member wishing to resign from Council at a date in the future can submit a irrevocable letter of resignation to allow the future vacancy to be filled by the voters for the remainder of the unexpired term.</p>	<p>NO</p>	<p>A NO vote means that a Council member wishing to resign from Council could submit a letter of resignation and the Council could appoint an individual to fill the vacancy for the remainder of the unexpired term. If Council was unable to make an appointment, a Special Election to fill the vacancy could be required.</p>
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CHARTER LANGUAGE IF ADOPTED BY VOTERS:

Section 6.2.1 - Irrevocable Letter of Resignation:

Before the expiration of the term of any City elected office, an elected official may file an irrevocable letter of resignation with the City Clerk effective no later than the date the successor takes office. City Council shall declare vacant the elective office as of the effective date set forth in the letter of resignation and shall direct the City Clerk to place the vacant office on the next November or even year August Election under the following circumstances:

- (a) An elected official may file an irrevocable letter of resignation prior to July 1st to allow for the future vacancy created to be placed on the next November Election ballot.
- (b) An elected official may file an irrevocable letter of resignation prior to April 1st in even-years to allow for the future vacancy to be placed on the next even year August Election ballot.

PROPOSAL 5

**PROPOSED AMENDMENT TO THE TROY CITY CHARTER,
SECTION 6.7 – FILLING VACANCIES IN ELECTIVE OFFICE.**

Shall Section 6.7 be amended to direct City Council to fill vacancies in elective office, pursuant to Section 6.2, until a successor is elected at the next November or even-year August Election?

YES ___ NO ___

YES	A YES vote means City Council could appoint members to fill vacancy City elected offices only until the next regularly scheduled election, where the replacement Council member would be elected by the voters.	NO	A NO vote means that the City Council could fill any vacancies of City elected offices by appointment of a member for the remainder of the term. If City Council was unable to make an appointment, a Special Election could be required to fill the vacancy.
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CHARTER LANGUAGE IF ADOPTED BY VOTERS:

Section 6.7 - Filling Vacancies in Elective Office:

City Council shall fill vacancies of an elective office that are declared vacant pursuant to Section 6.2 within 30 days by a majority vote of the remaining members of the Council, said appointee to hold office until the successor takes office, the election of which shall be on the next November or even-year August Election date.

PROPOSAL 6

**PROPOSED AMENDMENT TO THE TROY CITY CHARTER,
SECTION 7.9 – NOMINATIONS.**

Shall Section 7.9 be amended to remove the references to specific elections by requiring the filing deadline for any City elective office to be 100 days prior to any election where City candidates are elected, instead of 100 days prior to the November City election, as currently provided?

YES ___ NO ___

YES	A YES vote means that City elected offices could be placed on any available election ballot. Under State law elections may only be scheduled in February, May, August and November.	NO	A NO vote means City elected offices could only be elected in November of odd-years. However, under Charter specified circumstances, a Special Election could also be scheduled in February, May or August.
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CHARTER LANGUAGE IF ADOPTED BY VOTERS:

Section 7.9- Nominations:

The method of nomination of all City elective office candidates for election shall be by petition. Each petition may comprise one or more pages. The petition for each candidate must be signed by not less than sixty registered electors of the City.

Nomination petitions for candidates for elections are to be filed with the Clerk on or before 4 o'clock p.m. of the one hundredth (100th) day preceding the next election.

The Clerk shall, prior to every election, publish notice of the last day permitted for filing nomination petitions and of the number of persons to be elected to each office, at least one week and not more than three weeks before such day.



CITY COUNCIL REPORT

September 10, 2009

TO: The Honorable Mayor and City Council Members

FROM: John Szerlag, City Manager
John M. Lamerato, Assistant City Manager/Finance & Administration

SUBJECT: Response to September 6, 2009 Detroit Free Press Article Titled
"State Fears Worsening Financial Outlooks"

We write this statement in response to the September 6, 2009 Detroit Free Press article titled, "State fears worsening financial outlooks".

I'm sure that many Troy residents were alarmed when they read that the City of Troy is on the State's financial watch list along with cities such as Detroit, Flint, Pontiac, and Riverview. Several years ago the State developed a financial indicator test in order to gage the financial conditions of cities. From the beginning the City of Troy registered concerns with the State over flaws in the report based on how data collected and used to determine a score that represents the financial viability of a community.

The State looks at such criteria as population growth; real taxable value growth; general fund expenditures as a percentage of taxable value; general fund operating deficit; prior general fund operating deficits; size of fund balance; fund deficits in current or previous year and general long-term debt as a percent of taxable value. Cities receive a point if there is a negative result in any of these indicators. If a city has 0-4 points it is considered fiscally neutral; 5-7 points puts a city on the fiscal watch list; and 8-10 points indicates a community is in fiscal stress. The City of Troy received a score of 6, placing it in the "fiscal watch" category.

We don't necessarily have an argument with the criteria being used, but rather with how it is calculated and determined. For example, in the category called "Population Growth", if a community lost population it receives a point. Our contention is that the 2007 population number is an estimate provided by the U.S. Census Bureau and that number appears low compared to the City's and SEMCOG's estimate. The 2007 population estimate compared to 2000 shows a loss of 406 residents from 80,959 to 80,553 or 0.5%. The City believes that since the population number is based on an estimate there should be at least a 5% reduction or get more reliable data in order to be penalized based on these criteria.

The City received points for reductions in taxable value and large real taxable value as were sure most cities in the state had. We don't disagree with this measure although there are standards for this rating.

The City rated favorably based on our General Fund expenditures as a percentage of taxable value; size of General Fund balance; no fund deficits in current or previous year and General long-term debt as a percent of taxable value.

The area in which we have major objections is the General Fund operating deficit for current and prior fiscal years where we received 3 points. The State considers only operating revenues and expenditures when scoring these criteria. As a matter of practice the City of Troy recognizes and records all major and local road maintenance and operations in the General Fund. The revenue to cover these expenses from the State of Michigan are recorded in a Special Revenue Funds and then transferred to the General Fund to cover these expenses. The State will not recognize these transfers as revenue thus we have expenditures over revenues in two years or two points. The third point comes in a year when once again if we could count the transfers in for street expenditures we would have been ok, but the City transferred out funds to our Budget Stabilization Fund and Retiree Health Care Fund because we over our 17% Fund Balance threshold.

In closing we find the report flawed for the above mentioned reasons not to mention that the State has reduced our State Revenue Sharing by \$1.8 million per year for the last several years.

The City of Troy like most cities in the state will be facing difficult financial times for the near future due to a fall in property values and the continued reduction in state shared revenue.



CITY COUNCIL REPORT

DATE: September 10, 2009

TO: John Szerlag, City Manager

FROM: Mark Miller, Acting Assistant City Manager/ Economic Development Services
Mark Stimac, Director of Building and Zoning

SUBJECT: Proposed Updated/Corrected Language for
Chapter 82, of the Troy City Code
Property Maintenance Code

Background:

- In response to questions and comments received from members of Council after the study meeting of August 31, 2009, we have prepared the attached revisions to the text of the Troy Property Maintenance Code for your consideration.
- We are also seeking direction from Council on other provisions of the proposed language which we wish to discuss further in a study meeting format.
- The results of that direction will be a final version of the proposed language to be presented to Council for adoption at a future regular meeting.

Proposed Revision to the Property Maintenance Code for September 14, 2009

102.5 Workmanship. Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this code shall be executed and installed in a workmanlike manner and ~~installed~~ in accordance with the manufacturer's installation instructions.

103.4 Liability. The code official and fire official, while acting for the City of Troy, shall not thereby be rendered liable personally, and ~~is-are~~ relieved from all personal liability for any damage accruing to persons or property as a result of an act required or permitted in the discharge of official duties.....(remaining unchanged)

105.1 Modifications. Existing buildings or structures will not be ~~subject to adhere to~~ ~~required to comply with~~ all or some of the Property Maintenance code requirements when the code officer determines that unique circumstances makes the strict enforcement of this code impractical, provided that such modification does not lessen health, life and fire safety requirements. The details of any such modifications shall be recorded and entered in the department files.

108.1.1.4 Waiver of Hearing. If a written appeal of the dangerous or unsafe building or structure determination is not received by the code official within ten (10) days of the date of service of the notice, then a ~~public~~-hearing will not be necessary. The matter shall be referred to the City Council for resolution.

108.1.1.5 ~~Public~~ Hearing. If the code official receives a written appeal of the dangerous or unsafe building or structure determination within the allocated ten (10) day period, then a ~~public~~-hearing will be scheduled before the City Council as soon as administratively possible. At the ~~public~~-hearing, the City Council shall take the testimony from the code official and/or his/her authorized representatives and employees; testimony from the owner of the property and any other interested party to determine whether the building or structure constitutes a dangerous or unsafe building or structure, as defined by this section.

111.1 Application for appeal. Except for individuals filing an appeal under Section 108.1.1.5 —~~Public~~-Hearing (Dangerous or Unsafe Buildings, Structures or Conditions), any person directly affected by a decision of the code official or a notice of violation issued under this code shall have the right to appeal to the Building Code Board of Appeals, provided that a written application for appeal is filed within twenty (20) days after the day the decision or notice of violation was served. An application for appeal shall be based on a claim that the true intent of this code been incorrectly interpreted; the provisions of this code do not fully apply; or the requirements of this code have been adequately satisfied.

302.3 Sidewalks and driveways. The occupant or property owner is responsible to keep all sidewalks, walkways, stairs, driveways, parking spaces and similar areas in ~~a proper state of~~ reasonable repair, and maintained free from hazardous conditions.

302.5 Rodent harborage. All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent re-infestation.

Exception: The presence of squirrels or chipmunks on the exterior of a structure shall not constitute a rodent infestation.

307.4.1 Type of container. Upon eviction or involuntary removal, the tenant's or occupant's personal property shall be legally removed from the property or be placed and disposed of only in the large movable container as referenced above. The container shall be of the type which will allow access from its side as opposed to access solely through the top of the container.

505.2 Contamination. The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets and other hose bibs or faucets to which hoses are attached and left in place shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.