



CITY COUNCIL

REGULAR MEETING

AGENDA

MAY 18, 2020
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.



500 West Big Beaver
Troy, MI 48084
troymi.gov

The Honorable Mayor and City Council Members

City of Troy
500 West Big Beaver
Troy, MI 48084

Dear Mayor and City Council Members:

In this packet, you will find the agenda for the City Council meeting. To help facilitate an informed discussion, the packet provides you with agenda items and additional details. The packet also contains recommended courses of action for your consideration and seeks to aid you in adopting sound policy decisions for the City of Troy.

This comprehensive agenda has been put together through the collaborative efforts of management and staff members. We have made all attempts to obtain accurate supporting information. It is the result of many meetings and much deliberation, and I would like to thank the staff for their efforts.

If you need any further information, staff is always available to provide more information and answer questions that may arise. You can contact me at CityManager@troymi.gov or 248.524.3330 with questions.

Respectfully,

Mark F. Miller,
City Manager

2019 Strategies

- 1 Re-evaluate the Trails & Pathways program with a focus on public participation and creative problem-solving to build community support.
- 2 Gather community input, reassess the most recent Town Center initiative, and develop a plan for the future of the Civic Center property.
- 3 Determine the customer service needs of City Hall and incorporate the findings of the Facilities Condition Assessment into the maintenance plan of the facilities.
- 4 Establish a comprehensive Capital Improvement Program and planning process that is reviewed and implemented on an annual basis.
- 5 Convene the Charter Revision Committee to evaluate charter language and millage limitations, and develop a strategy to fund the Library past 2021.
- 6 Determine public transportation service needs, and implement a revised plan for the Big Beaver Shuttle and Medi-Go.
- 7 Update the Parks and Recreation Plan and incorporate the Green Space Subcommittee recommendations to protect and invest in the City's parks.
- 8 Evaluate the Volunteer Firefighters Incentive Plan to ensure the policy is reasonable and sustainable.
- 9 Study the feasibility of a Rochester Road Improvement District.
- 10 Develop a plan to effectively engage residents and businesses through community conversations.



CITY COUNCIL AGENDA

May 18, 2020 – 7:30 PM

View the Meeting Live at

www.troymi.gov/currentagenda

or on Local Access Cable (WOW – Ch 10,
Comcast – Ch 17, AT&T – Ch 99)

<u>A.</u>	<u>CALL TO ORDER:</u>	<u>1</u>
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A. CALL TO ORDER:**B. ROLL CALL:**

Mayor Ethan Baker
Edna Abraham
Theresa Brooks
Rebecca A. Chamberlain-Creangă
Ann Erickson Gault
Mayor Pro Tem David Hamilton
Ellen Hodorek

Excuse Absent Council Members:

Suggested Resolution

Resolution #2020-05-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of _____ at the Regular City Council Meeting of May 18, 2020, due to _____.

Yes:

No:

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 No Certificates of Recognition and Special Presentations

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:

E-1 No Public Hearings

F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA:**In accordance with the Rules of Procedure for the City Council:**

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

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

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

The audience should be aware that all comments are to be directed to the Council rather than to City Administration or the audience. Anyone who wishes to address the Council is required to sign up to speak within thirty minutes before or within fifteen minutes of the start of the meeting. There are three Public Comment portions of the agenda. For Items On the Agenda, visitors can sign up to address Postponed, Regular Business, Consent Agenda, or Study items or any other item on the agenda. All other topics are addressed under Items Not on the Agenda. There is a timer on the City Council table in front of the Mayor that turns yellow when there is one minute of speaker time remaining, and turns red when the speaker's time is up. In order to make the meeting more orderly and out of respect, please do not clap during the meeting, and please do not use expletives or make derogatory or disparaging comments about any one person or group. If you do so, then there may be immediate consequences, including having the microphone turned off, being asked to leave the meeting, and/or the deletion of speaker comments for any re-broadcast of the meeting. Speakers should also be careful to avoid saying anything that would subject them to civil liability, such as slander and defamation. Please avoid these consequences and voluntarily assist us in maintaining the decorum befitting this great City.

G. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT:

H. POSTPONED ITEMS:

H-1 No Postponed Items

I. REGULAR BUSINESS:**I-1 Board and Committee Appointments: a) Mayoral Appointments – None; b) City Council Appointments – Charter Revision Committee****a) Mayoral Appointments: None****b) City Council Appointments:**Suggested Resolution

Resolution #2020-05-

Moved by

Seconded by

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

Charter Revision Committee

Appointed by Council

7 Regular Members

3 Year Term

Nominations to the Charter Revision Committee:**Term Expires: 4/30/2023****Frank Howrylak**

Term currently held by:

Frank Howrylak

Yes:

No:

I-2 Board and Committee Nominations: a) Mayoral Nominations – Brownfield Redevelopment Authority, Downtown Development Authority, Global Troy Advisory Committee, Local Development Finance Authority; b) City Council Nominations – Building Code Board of Appeals, Election Commission, Historic District Commission, Liquor Advisory Committee, Personnel Board**a) Mayoral Nominations:**Suggested Resolution

Resolution #2020-05-

Moved by

Seconded by

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

Brownfield Redevelopment Authority

Appointed by Mayor

6 Regular Members

3 Year Term

Current Members:

Last Name	First Name	App/Resume Expire	Appointment Expire	Notes 2
Gottlieb	Steven	11/24/2016	4/30/2022	
Kornacki	Rosemary	4/28/2022	4/30/2023	
Noguez-Ortiz	Carolina	12/19/2019	4/30/2023	
Sweidan	Rami	4/28/2022	4/30/2023	
Vacancy			4/30/2021	Mr. Salgat resigned 10/15/2019
Vassallo	Joseph	3/27/2020	4/30/2021	

Nominations to the Brownfield Redevelopment Authority:**Term Expires: 4/30/2021**

Term currently held by: Vacancy—Mr. Salgat resigned 10/15/19

Interested Applicants:

Last Name	First Name	App/Resume Expire	Notes 1
Aowad	Ayman	9/10/2020	
Swaminathan	Abiramasundari	3/6/2022	

Downtown Development Authority

Appointed by Mayor

13 Regular Members

4 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 2
Baker	Ethan		11/13/2023	At Large	City Council exp 11/13/2023; DDA; LDFA
Blair	Timothy	6/17/2017	9/30/2023	In District	
Bostick	Dennis	6/22/2018	9/30/2020	In District	
Keisling	Laurence	6/22/2018	9/30/2020	At Large	
Kiriluk	Alan	10/12/2014	9/30/2020	In District	
Knollenberg	Martin	6/28/2021	9/30/2023	In District	B Knight Gardiner's unexpired term.

Koza	Kenny	9/18/2019	9/30/2021	In District	
MacLeish	Daniel	6/15/2019	9/30/2021	In District	
Mioduszewski	Brian	8/8/2021	9/30/2023	In District	
Randol	Ward	9/28/2020	9/30/2022	At Large	
Reschke	Ernest	10/4/2020	9/30/2022	At Large	
Schroeder	Douglas	10/23/2016	9/30/2022	At Large	
Vacancy			9/30/2020	In District	Rebecca Chamberlain-Creangă resigned 2/26/2020

Nominations to the Downtown Development Authority:

Unexpired Term Expiring: **9/30/2020**

Term currently held by: Vacancy – Rebecca Chamberlain-Creangă resigned 2/26/2020

Interested Applicants:

Last name	First name	App Resume Expire	Notes 1	Notes 2
Alali	Yasser	3/13/2020	At Large	
Aowad	Ayman	9/10/2020	At Large	
Ashland	David	11/14/2021	At Large	
Crawford	Timothy	6/26/2021	At Large	
Forster	Jeffrey	12/26/2021	At Large	
Kornacki	Rosemary	4/28/2022	At Large	Brownfield Redev Authority exp 4/30/2023
Malalahalli	Jayalakshmi	11/20/2021	At Large	
McGerty	Ryan	2/25/2020	At Large	
McGhee	Eric	4/16/2020	At Large	
Schick	Michael	1/16/2021	At Large	
Sekhri	Suneel	12/20/2021	At Large	
Sekhri	Arun	9/19/2020	At Large	
Shepherd	John	4/22/2021	At Large	
Singh	Inderpal	11/12/2021	At Large	

Global Troy Advisory Committee

Appointed by Mayor
12 Regular Members
3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1
Baker	Ethan		1/1/2999	Council Member
Bica-Grodsky	Lisa	6/15/2019	10/30/2020	
Burrus	MiVida	7/15/2018	10/30/2022	
Fakhoury	Awni	4/28/2018	10/30/2021	
Francois	Cathleen	11/20/2019	10/30/2020	
Hao	Kaitlyn	9/10/2020	7/31/2020	Student - Graduates 2020
Mohideen	Syeda	8/24/2020	10/30/2021	
Nacy	Emily	11/8/2021	10/30/2022	
Natcheva	Daniela	11/8/2021	10/30/2022	
Noguez-Ortiz	Carolina	12/19/2019	10/30/2022	
Sekhri	Suneel	12/20/2021	10/30/2021	
Tholakapalli	Arjun	4/10/2021	7/31/2020	Student - Graduates 2021
Vacancy			10/30/2020	Rebecca Chamberlain-Creangă resigned 2/26/2020
Zhou	Yudong	10/23/2021	10/30/2022	

Nominations to the Global Troy Advisory Authority:**Unexpired Term Expiring:
10/30/2020**

Term currently held by: Vacancy – Rebecca Chamberlain-Creangă resigned 2/26/2020

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Aggarwal	Divya	8/12/2021	Student - Graduates 2020
Ali	Aleem	1/2/2021	
Cheriguene	Sadia	1/4/2020	
Cicchini	Philippe	4/28/2022	
DiFalco	Melissa	12/2/2021	
Fox	Tyler	11/15/2021	
Jones	Kelly	12/11/2021	
Swaminathan	Abiramasundari	3/6/2022	

Local Development Finance Authority (LDFA)

Appointed by Mayor
5 Regular Members
Staggered 4 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 2
Baker	Ethan		11/13/2023	Alternate; City Council	
Beltramini	Robin	7/17/2021	6/30/2022	Resident Member	
Hodorek	Ellen		11/8/2021	Alternate; City Council	City Council exp 11/8/2021
Hoef	Paul	5/1/2017	6/30/2023	Resident Member	EDC exp. 4/30/2015; LDFA exp 6/30/2023
Hunter	Daniel			Oakland County Designee	
Vacancy			6/30/2020	Resident Member	D. Shield's term exp 6/30/2016 - No Reappointment
Vacancy			6/30/2020	Resident Member	John Sharp's unexpired term
Vitale	Nickolas	3/7/2021	6/30/2023	Resident Member	

Nominations to the Local Development Finance Authority (LDFA):**Term Expires: 6/30/2020****Resident Member**

Term currently held by: Vacant

Unexpired Term Expiring: 6/30/2020**Resident Member**

Term currently held by: Vacant – Sharp's unexpired term

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Crawford	Timothy	6/26/2021	
D'Aoust	Allen	5/23/2021	
DiFalco	Melissa	12/2/2021	
McGerty	Ryan	8/15/2020	
Nacy	Emily	11/8/2021	
Noguez-Ortiz	Carolina	12/19/2019	

Pensa	Grant	10/1/2020	
Schick	Michael	1/16/2021	
Shepherd	John	4/22/2021	
Sweidan	Rami	4/28/2022	
Yu	Fu-shin	8/20/2021	

Yes:

No:

b) City Council Nominations:

Suggested Resolution

Resolution #2020-05-

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:

Building Code Board of Appeals

Appointed by Council

5 Regular Members: Three (3) Residents with background, training or experience in construction or similar trades; at least one shall be a professional structural or civil engineer of architectural engineering experience; Two (2) by Ordinance - City Manager and Oakland County Health Department Representative

5 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1
Abitheira	Gary	1/20/2014	1/1/2022	Resident w/Construction/Engineering Experience.
Brooks	Teresa	1/4/2019		Oakland County Health Dept Sanitarian
Dziurman	Matthew	3/6/2021	1/1/2025	Resident w/Construction Experience.
Frisen	Sande	11/2/2017	1/1/2020	Architectural Engineer
Miller	Mark F.			Per Chapter 79, Sect 116.2

Nominations to the Building Code Board of Appeals:

Term Expires: 1/1/2025

Term currently held by: Sande Frisen

Interested Applicants:

Last Name	First Name	App/Resume Expire	Notes 1
Ali	Aleem	1/2/2021	Engineering experience
Bertelsen	David	3/2/2022	
Chambers	Barbara	2/26/2021	Historic Dist Comm exp 3/1/2020

Election Commission

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

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1
Dickson	M. Aileen		Charter	
Philo	Harry	1/2/2021	1/31/2021	Democrat (Recommended by Democratic Party)
Vacancy			1/31/2021	Republican (Recommended by GOP) Dave Anderson resigned 4/22/2020

Nominations to the Election Commission:

**Unexpired Term Expiring:
1/31/2021**

**Republican
(Recommended by GOP)**

Term currently held by: Vacancy - Dave Anderson resigned 4/22/2020

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Hashmi	Amin	12/16/2021	Democrat

Historic District Commission

Appointed by Council
7 Regular Members
3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 3
Adams	John Howard	3/12/2020	5/15/2021		

Chambers	Barbara	12/5/2021	3/1/2023	Historical Comm Recommendation	
Chanda	Hirak	11/25/2021	3/1/2021		
Huber	Laurie	6/10/2017	3/1/2020		No Reappointment
McGee	Timothy	3/23/2020	5/15/2021	P&R exp 9/30/20	
Petrulis	Al	12/16/2021	3/1/2023	ACAB exp 9/30/2021; Traffic Comm. exp 1/31/23	
Voigt	W. Kent	1/16/2021	3/1/2022	Historical Comm. Recommendation	

Nominations to the Historic District Commission:**Term Expires: 3/1/2023**

Term currently held by: Laurie Huber (No Reappointment)

Interested Applicants:

Last Name	First Name	App/Resume Expire	Notes 1
Alali	Yasser	3/13/2020	
Forster	Jeffrey	1/13/2022	

Liquor Advisory Committee

Appointed by Council
7 Regular Members
3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1
Ashland	David	11/14/2021	1/31/2021	
Comiskey	Ann	2/5/2020	1/31/2021	
Ehlert	Max	1/26/2020	1/31/2021	
Gorcyca	David	12/4/2021	1/31/2023	
Jones	Kelly	12/11/2021	1/31/2023	
Kaltsounis	Andrew	1/14/2021	1/31/2022	
Oberski	Jeff			
Pendy	Michael	1/2/2021	1/31/2022	Resigned effective 3/1/2020

Nominations to the Liquor Advisory Committee:

**Unexpired Term Expiring:
1/31/2022**

Term currently held by: Michael Pandy – Resigned effective 3/1/2020

Interested Applicants:

No applications or resumes on file.

Personnel Board

Appointed by Council
5 Regular Members
3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1
Baughman	Deborah	2/24/2019	4/30/2020	
Forster	Jeffrey	1/13/2022	4/30/2021	
Gordon	Pamela	4/2/2020	4/30/2021	
Parpart	Jane	3/13/2020	4/30/2021	
Rosenberg	Michael	4/19/2015	4/30/2020	

Nominations to the Personnel Board:**Term Expires: 4/30/2023**

Term currently held by: Deborah Baughman

Term Expires: 4/30/2023

Term currently held by: Michael Rosenberg

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
McGerty	Ryan	2/25/2022	
Murray	William	4/16/2020	

Yes:

No:

I-3 No Request for Closed Session

I-4 Employment Agreements – Manager, Attorney and Salary Adjustments (*Introduced by: Mayor Ethan D. Baker*)Suggested Resolution

Resolution #2020-05-

Moved by

Seconded by

- A. BE IT RESOLVED, That Troy City Council hereby **APPROVES** the City Manager's Amended Employment Agreement, and **AUTHORIZES** the Mayor and Clerk to execute the document on behalf of the City of Troy; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.
- B. BE IT RESOLVED, That Troy City Council hereby **APPROVES** the City Attorney's Amended Employment Agreement, and **AUTHORIZES** the Mayor and City Clerk to execute the document on behalf of the City of Troy; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.
- C. BE IT RESOLVED, That due to emergency circumstances, Troy City Council was **PRECLUDED** from a review of the annual compensation for the City Manager and City Attorney on or before May 1, 2020, as required by the amended employment agreements, and therefore **AGREES** to consider retroactive salary adjustments at the earliest opportunity.

Yes:

No:

J. CONSENT AGENDA:

J-1a Approval of "J" Items NOT Removed for DiscussionSuggested Resolution

Resolution #2020-05-

Moved by

Seconded by

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

Yes:

No:

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

J-2 Approval of City Council Minutes

Suggested Resolution
Resolution #2020-05-

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

- a) City Council Minutes-Draft – May 11, 2020

J-3 Proposed City of Troy Proclamations:

Suggested Resolution
Resolution #2020-05-

- a) National Gun Violence Awareness Day

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 1: Award to Sole Bidder – Pool Pump Repair Services –Indoor and Outdoor Pools**

Suggested Resolution
Resolution #2020-05-

RESOLVED, That Troy City Council hereby **AWARDS** a two-year contract with two (1) year renewal options to the sole bidder, *Professional Pump Inc. of Belleville, MI*, for Pump Repair and Emergency Services on as-needed basis at the Troy Family Aquatic Center and Troy Community Center under the prices, terms and conditions in the bid tabulation opened May 7, 2020, a copy of which will be **ATTACHED** to the original Minutes of this meeting; contract to expire April 30, 2024.

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

J-5 Annual Appointment of the South Oakland Resource Recovery Authority (SOCRRA) Delegate and Alternate

Suggested Resolution
Resolution #2020-05-

RESOLVED, That Troy City Council hereby **DESIGNATES** Kurt Bovensiep, Public Works Director as SOCRRA Representative and Emily Frontera, Public Works Coordinator as Alternate SOCRRA Representative with the term expiring on June 30, 2021.

J-6 Private Agreement – Contract for Installation of Municipal Improvements – Square Lake Court (Phase I) Townhome Development – Project No. 20.903.3

Suggested Resolution
Resolution #2020-05-

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

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings: None Submitted

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

L. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA:**M. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT:****N. COUNCIL REFERRALS:**

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

N-1 No Council Referrals

O. COUNCIL COMMENTS:

O-1 No Council Comments Advanced

P. REPORTS:

P-1 Minutes – Boards and Committees:

a) Planning Commission Minutes-Draft – April 28, 2020

P-2 Department Reports:

a) City Facilities Safe Return to Work Plan

P-3 Letters of Appreciation:

a) To Chief Roberts from Alliance Mobile Health

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

Q. CLOSED SESSION

Q-1 No Closed Session

R. ADJOURNMENT:

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Mark F. Miller', with a long horizontal stroke extending to the right.

Mark F. Miller
City Manager

2020 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

June 8, 2020 Special Meeting (Library Funding)

2020 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

June 1, 2020 Regular Meeting
June 22, 2020 Regular Meeting
July 13, 2020 Regular Meeting
July 27, 2020 Regular Meeting
August 10, 2020 Regular Meeting
August 24, 2020 Regular Meeting
September 14, 2020 Regular Meeting
September 21, 2020 Regular Meeting
October 12, 2020 Regular Meeting
October 26, 2020 Regular Meeting
November 9, 2020 Regular Meeting
November 23, 2020 Regular Meeting
December 7, 2020 Regular Meeting
December 14, 2020 Regular Meeting



500 West Big Beaver
Troy, MI 48084
troymi.gov

I-04

CITY COUNCIL AGENDA ITEM

Date: May 13, 2020

To: Honorable Mayor and Troy City Council Members

From: Mark F. Miller, City Manager
Lori Grigg Bluhm, City Attorney

Subject: Amended City Manager and Attorney Agreements (Introduced by: Mayor Ethan Baker)

Although we are mindful of the Governor's directive to postpone all agenda items that can be deferred to a time when in person City Council meetings resume (Executive Directive 2020-02, continued by subsequent Executive Orders), the City Attorney Agreement is set to expire on June 8, 2020 absent Council action before that time. As a result, a proposed renewal of the revised City Attorney and City Manager Agreements are included on the agenda for your consideration.

In 2019, the Troy City Council approved the retention of Gov HR to assist with its personnel evaluation process. Gov HR facilitated evaluations of the City Manager and City Attorney, which culminated in executive sessions on March 2, 2020. As part of that engagement, Gov HR was also asked to review the current agreements, and provide suggested revisions to improve the evaluation process. These proposed revisions are recommended for both the City Manager and the City Attorney Agreements, but unfortunately action was delayed due to the Coronavirus pandemic.

Under the Troy City Charter, Section 3.9, the City Manager and City Attorney are appointed for indefinite terms, and although this can also be accomplished by frequent contract renewals, it is not anticipated that there will be significant changes to these agreements in the future, especially after the incorporation of the GovHR's revisions. These agreements were initially drafted by Craig Lange, who served as the City's labor counsel for many years. Minor modifications were made by the City's new labor counsel, Tom McGraw of McGraw Morris when he negotiated the City Manager Agreement in 2019. Other than compensation and specific provisions related to unique circumstances for the City Manager, these agreements essentially mirror one another.

The compensation for the City Manager was set on January 1, 2019, and has not been addressed since that time. The City Attorney's compensation was set as of July 1, 2019, incorporating a retroactive adjustment that was provided to all other City employees for the 2018 and 2019 years, which was not previously formalized due to the tumultuous times.

Although the revised agreements require Council to set the salaries for the new fiscal by May 1, the pandemic has delayed this for the upcoming fiscal year, starting July 1, 2020. Because of these unique circumstances, a proposed resolution has been drafted that would allow for some relief from this provision, and allow for retroactivity of any salary increases.

We respectfully request approval of the attached amended agreements.

**CITY MANAGER
AMENDED EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made on the 1st day of January, 2019, and amended on May 18, 2020, by and between the City of Troy, Michigan, a municipal corporation, hereinafter referred to as the "City" and Mark F. Miller, hereinafter referred to as the "City Manager."

**SECTION 1.
PERIOD OF EMPLOYMENT**

This Agreement shall be effective as of January 1, 2019 and shall continue for an indefinite period, and may be terminated subject to the provisions of Section 11 of this Agreement.

**SECTION 2.
CITY MANAGER'S DUTIES**

The City Council agrees to continue to employ City Manager to perform the duties of the City Manager as set out in the applicable statutes of the State of Michigan, the Charter of the City of Troy, all ordinances and resolutions lawfully enacted, and other such duties as the Council of the City of Troy may lawfully assign to the City Manager. The City Manager shall perform these duties with the highest moral standards and principals, including but not limited to those set forth in the International City/County Management Association (ICMA) Code of Ethics.

The City Manager shall at all times faithfully, industriously and to the best of his ability, experience and talents, perform all of the duties that may be required of and from him pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of the Council.

**SECTION 3.
OTHER EMPLOYMENT**

The City Manager shall devote full-time attention, knowledge and skills in the interest of the City of Troy, and the City shall be entitled to full-time benefits arising from or incident to the full-time work, services and advice of the City Manager. The City Manager may from time to time teach, lecture or make presentations that will not conflict or interfere with his work for the City.

**SECTION 4.
HOURS OF WORK**

The parties realize that the position requires the City Manager to work weekends, evenings, and other irregular hours at locations other than the City's administrative offices and during hours that said offices are not open. It is understood and agreed that the City

Manager shall work whatever hours that may be necessary in order for him to fulfill the requirements of the position of City Manager, as described herein and otherwise, but in any event, no less than forty (40) hours per week.

SECTION 5. CITY MANAGER SALARY

The City agrees to employ City Manager at an annual base salary of **\$167,750 (January 1, 2019)**. The Council agrees to review this salary each successive year of this Agreement.

In consideration of setting the annual base salary of the City Manager, the Council shall consider the following:

- a. The annual performance evaluation of the City Manager, as conducted consistent with Section 9 of this Agreement;
- b. The financial condition of the City;
- c. Comparable salary information from other relevant municipalities. The data will be collected and assembled by a third party or the City's Human Resources Director, at a minimum of once every three years;
- d. Any additional relevant information brought forth by the City Manager for consideration by the City Council; and
- e. Any additional relevant information brought forth by members of City Council, City Administration, or the public.

Items c, d, and e shall be presented to City Council at least 45 days prior to May 1 of each year.

The base salary of the City Manager shall be set annually by Council prior to May 1. The annual salary set by the Council prior to May 1 shall take effect annually, starting July 1, and shall be the annual base salary for the period of July 1 – June 30.

SECTION 6. BENEFITS

- A. The City of Troy shall make a total annual contribution of \$9,000 on or before July 1st of each year to the ICMA Retirement Corporation Deferred Compensation Plan on behalf of the City Manager.
- B. Prior to taking this position of City Manager, City Manager had attained 18 years of employment and earned 72% health care insurance coverage in retirement. He shall continue to accrue an additional 4% of coverage each year notwithstanding the nature of any retirement or termination. If this contract is not renewed for any reason, or if the City Manager is terminated without cause prior to the expiration of this contract, City Manager shall be entitled to 100% retirement health care coverage after retirement.

SECTION 7 AUTOMOBILE ALLOWANCE

The City Manager shall receive an automobile allowance of \$425 per month during the time he is actively working during the term of this Agreement as City Manager for the City. This amount shall be increased from time to time to the extent such allowance is increased for other exempt employees within the City. This allowance shall be the total compensation to the City Manager for the use of his personal automobile in the course of City business and shall be paid in lieu of mileage or any other method of reimbursement. The City Manager shall use his vehicle for all City business that he performs. The City Manager shall provide proof of insurance to the City, which the City Manager shall be responsible for maintaining, and at his expense, in a coverage amount of not less than \$250,000 bodily injury and \$250,000 property damage.

SECTION 8 OTHER BUSINESS EXPENSE

The City shall reimburse the City Manager for all reasonable employment related expenses, subject to the administrative policies concerning such expenses, as currently exist in the City of Troy Employee Handbook for full time employees revised 06/09, as may be amended and otherwise. Such expenses may include, but are not limited to, the following: air travel, taxi and automobile rental, lodging, meals, memberships and subscriptions to the publications of the International City Managers Association, the Michigan Municipal Executives, Government Finance Officers Association, and such other national, regional, state and local governmental groups thereof which City Manager is a member. Registration fees shall be paid for training programs offered by such organizations, and travel and incidental costs relating to attending such programs or conferences and meetings of such organizations. It is specifically understood that such activities are to be undertaken by the City Manager and shall be considered part of the City Managers duties. In accordance with the Purchasing Policy, other incidental expenses incurred by the City Manager during the course of his duties will also be reimbursed including business meals, supplies, and other costs associated with the position of City Manager.

SECTION 9 PERFORMANCE REVIEW

The Council shall annually conduct a performance review of the job performance of City Manager. City Manager may request that this performance review be conducted in executive session as provided by the state statute.

The review shall be constructive in nature, the format and basis of which shall be discussed and agreed upon by City Manager and the City Council in advance, and with

the interest of establishing a cooperative relationship to best serve the residents of the City of Troy.

City Council shall follow a standard performance evaluation process which will include, at a minimum, (1) an appropriate performance evaluation tool; and (2) a narrative summary of the prior year, prepared by the City Manager, of work performed, objectives achieved and updates on outstanding objectives. Unless requested by either party, and mutually agreed by both parties, the review process and evaluation tool shall be consistent with a review process utilized during the prior period.

The timeline for the annual performance review shall be as follows (dates provided are all "on or about"):

- February 15- Send performance evaluation tool and City Manager work performed narrative summary to reviewers.
- February 25- Receive back the completed performance evaluation tool.
- March 10- A draft report of the performance evaluation tool results shall be provided to Council.
- April 1- Annual City Manager performance evaluation meeting with City Council. If requested by the City Manager, this meeting shall be conducted in executive session as provided by the state statute.

SECTION 10. PUBLIC OFFICIAL LIABILITY INSURANCE AND REPRESENTATION BY LEGAL COUNSEL

The City shall provide the City Manager with public official liability insurance in accordance with that provided other officers in the City. In addition, the City shall provide the City Manager legal representation as otherwise provided for other city officials and as provided by ordinance, except for malicious, wanton criminal conduct arising from the City Manager's action or conduct and/or unless the City Council determines that the City Manager was clearly acting outside of the scope of his duties when engaged in the actions or conduct which form the basis of such charges or claims.

SECTION 11. TERMINATION

The City or the City Manager may terminate this Agreement at any time with or without just cause.

The Employee may terminate his own employment by giving the City Council, through the City Clerk, at least sixty (60) days' notice in writing unless both parties mutually agree that shorter notice is acceptable.

The City shall also have the right to terminate the City Manager's employment without just cause. In the event that the City terminates the City Manager's employment without just cause, and the City Manager is willing, able, and ready to perform the duties as City Manager, the City shall pay the City Manager the equivalent of six (6) months salary at the time of termination and provide City Manager with 100% health insurance coverage as set forth in Section 6(F), above. The payment by the City shall be considered full satisfaction of the City's obligation under this Agreement. The City shall not, however, be required to pay said sum to the City Manager until such time as the City Manager executes a full and complete release in a form acceptable to the City.

The City shall also have the right to terminate the City Manager's employment with just cause, and all rights of the City Manager as to compensation and benefits under this Agreement shall cease as of the date of such termination. Just cause shall include, but is not limited to, any of the following:

(a) Fraud, dishonesty, or other intentional misconduct either:

1.) in the performance of City Manager's duties and responsibilities pursuant to this Agreement, or

2.) which has a material adverse impact on the City, its officials, administrators or the City Manager.

(b) The use by City Manager of alcohol, drugs, or any other intoxicant or controlled substance in such a manner as to impair his ability to perform his duties and responsibilities pursuant to this Agreement in a competent and diligent manner or in a manner which harms the reputation of the City.

(c) The City Manager's arrest for a crime providing for a term of imprisonment (other than traffic violations and crimes not requiring the knowing involvement of the City Manager in the commission thereof).

(d) 1.) A pattern of neglect or persistent failure to perform the duties herein contained with respect to duties previously communicated to the City Manager in writing by the City Council but only after the City Manager has been provided notice by the City Council of its dissatisfaction with the performance of said duties and City Manager has been provided a reasonable opportunity to correct his performance;

2.) Otherwise willful misconduct in connection with the performance of his duties hereunder.

SECTION 12.

ELIGIBILITY FOR BENEFITS AFFORDED OTHER CITY OFFICIALS

Except as otherwise provided in this Agreement, the City Manager shall receive the same benefits as provided to the City's exempt employees including: compensatory time, vacation leave, sick leave, Group Medical Insurance Benefits, life and other insurance, holidays and disability as is described in the City of Troy Employee Handbook

for full time employees, and exempt benefits summary, revised 12/14, and which may be modified from time to time during the course of this Agreement.

SECTION 13. ARBITRATION

It is mutually agreed between the City Manager and the City that arbitration shall be the sole and exclusive remedy to redress any grievance which includes, but is not limited to any dispute, claim or controversy involving the interpretation of this Agreement, the terms, conditions or termination of this Agreement; and any and all disputes, claims or controversies arising as a result of the Employment of the City Manager by the City, including claims under federal, state or local civil rights statutes such as Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Elliott-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act. It is the intention of the parties that the arbitration decision will be final and binding and that any and all grievances shall be disposed of as follows:

1. Any and all grievances must be submitted in writing to the City Clerk, with a copy served upon the City Attorney, by the aggrieved party within thirty (30) days from the date of termination of this Agreement;

2. Within thirty (30) days following the submission of the written grievance, the party to whom the grievance is submitted shall respond in writing. If no written response is submitted within thirty (30) days, the grievance shall be deemed denied;

3. If the grievance is denied, either party may, within thirty (30) days of such denial, refer the grievance to arbitration in Troy, Michigan. The arbitrator shall be chosen in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association then in effect, and the expense of the arbitration shall be shared equally by the City and the City Manager.

4. Any grievance shall be deemed waived unless presented within the time limits specified above. The arbitrator shall not have jurisdiction or authority to change, add to or subtract from any of the provisions of this Agreement. The arbitrator's sole authority shall be to interpret or apply the provisions of this Agreement. The parties hereby acknowledge that since arbitration is the exclusive remedy with respect to any grievance hereunder, neither party has the right to resort to any federal, state or local court or administrative agency concerning breaches of this Agreement and that the decision of the arbitrator shall be a complete defense to any suit, action or proceeding instituted in any federal, state or local court or before any administrative agency with respect to any dispute which is arbitrable as herein set forth. The arbitration provisions hereof shall, with respect to any grievance, survive the termination or expiration of this Agreement.

SECTION 14. COMPLETE AGREEMENT

This written Agreement embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions or other obligations in this Agreement. Any amendments to this Agreement shall be in writing and executed by both the City and the City Manager.

SECTION 15. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan.

SECTION 16. SURVIVING PROVISIONS

All provisions, which by their terms or by reasonable implication may be performed after termination of this Agreement, shall survive termination of this Agreement.

SECTION 17. REPRESENTATIONS AND WARRANTIES

City Manager represents and warrants to the City that he is free to enter into this Agreement and that he has no prior or other obligations or commitments of any kind to anyone that would in any way hinder or interfere with his acceptance of, or the full, uninhibited and faithful performance of his employment under or the exercise of his best efforts as an employee of the City.

SECTION 18. WAIVERS

The failure of either party hereto at any time or from time to time to require performance of any of the other party's obligations under this Agreement shall in no manner affect the right to enforce any provision of this Agreement at a subsequent time, and the waiver of any rights arising out of any breach shall not be construed as a waiver of any rights arising out of any subsequent breach.

SECTION 19. SURVIVAL

If any of the provisions, terms or clauses of this Agreement are declared illegal, unenforceable or ineffective in a legal forum or by the operation of law, those provisions, terms and clauses shall be deemed severable and all other provisions, terms and clauses shall remain valid and binding.

**SECTION 20.
WARRANTIES**

The individuals signing this Agreement represent and warrant that they, and each of them, are duly authorized and empowered to act on behalf of and to sign for the parties for whom they have signed respectively.

CITY OF TROY

_____	By: _____
Witness	Ethan D. Baker, Mayor
_____	By: _____
Witness	M. Aileen Dickson, City Clerk

CITY MANAGER

_____	By: _____
Witness	Mark F. Miller

Witness	

AMENDED EMPLOYMENT AGREEMENT

THIS AGREEMENT, which was initially approved on October 15, 2001, and subsequently amended on April 18, 2005 and June 8, 2015, is now amended on this 18th day of May, 2020 by and between the City of Troy, Michigan, a municipal corporation, hereinafter referred to as the "City" and Lori Grigg Bluhm, hereinafter referred to as the "Attorney".

SECTION 1. PERIOD OF EMPLOYMENT

This Agreement, initially effective as of September 10, 2001 and subsequently amended, shall continue for an indefinite period, and may be terminated subject to the provisions of Section 11 of this Agreement.

SECTION 2. ATTORNEY'S DUTIES

The City Council agrees to continue to employ Attorney to perform the duties of the Attorney as set out in the applicable statutes of the State of Michigan, the Charter of the City of Troy, all ordinances and resolutions lawfully enacted, and other such duties as the Council of the City of Troy may lawfully assign to the Attorney. The Attorney shall perform these duties with the highest moral standards and principals, and shall comply with her Oath of Office as a Michigan attorney and a public official and also the Michigan Rules of Professional Conduct governing attorneys.

The Attorney shall at all times faithfully, industriously and to the best of her ability, experience and talents, perform all duties that may be required of and from her pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of the Council.

SECTION 3. OTHER EMPLOYMENT

The Attorney shall devote full-time attention, knowledge and skills in the interest of the City of Troy, and the City shall be entitled to full-time benefits arising from or incident to the full-time work, services, and advice of the Attorney. The Attorney may from time to time teach, lecture, or make presentations that will not conflict or interfere with her work for the City.

SECTION 4. HOURS OF WORK

The parties realize that the position of City Attorney requires the Attorney to work weekends, evenings, and other irregular hours at locations other than the City's administrative offices and during hours that said offices are not open. It is understood and agreed that the Attorney shall work whatever hours that may be necessary in order for her to fulfill the requirements of the position of Attorney, as described herein and otherwise, but in any event, no less than forty (40) hours per week.

SECTION 5. ATTORNEY'S SALARY

The City agrees to employ Attorney at an annual salary of \$ 155,807 effective July 1, 2019. The City Council agrees to review this salary each successive year of this Agreement.

In consideration of setting the annual base salary of the Attorney, the Council shall consider the following:

- a. The annual performance evaluation of the Attorney, as conducted consistent with Section 9 of this Agreement;
- b. The financial condition of the City;
- c. Comparable salary information from other relevant municipalities. The data will be collected and assembled by a third party or the City's Human Resources Director, at a minimum of once every three years;
- d. Any additional relevant information brought forth by the Attorney for consideration by the City Council; and
- e. Any additional relevant information brought forth by members of City Council, City Administration, or the public.

Items c, d, and e shall be presented to City Council at least 45 days prior to May 1 of each year.

The base salary of the Attorney shall be set annually by Council prior to May 1. The annual salary set by the Council prior to May 1 shall take effect annually, starting July 1, and shall be the annual base salary for the period of July 1 – June 30.

SECTION 6. DEFERRED COMPENSATION

The City of Troy shall make a total annual contribution of \$5,000 on or before July 1st of each year to the ICMA Retirement Corporation Deferred Compensation Plan on behalf of the Attorney.

SECTION 7. AUTOMOBILE ALLOWANCE

The Attorney shall receive an automobile allowance of \$425 per month during the time she is actively working during the term of this Agreement as City Attorney for the City. This amount shall be increased from time to time to the extent such allowance is increased for other exempt employees within the City. This allowance shall be the total compensation to the Attorney for the use of her personal automobile in the course of the City's business and shall be paid in lieu of mileage or any other method of reimbursement. The Attorney shall use her vehicle for all City business that she performs. The Attorney shall provide proof of insurance to the City, which the Attorney shall be responsible for maintaining, and at her expense, in a coverage amount of not less than \$250,000 bodily injury and \$250,000 property damage.

SECTION 8. OTHER BUSINESS EXPENSE

The City shall reimburse the Attorney for all reasonable employment related expenses, subject to the administrative policies concerning such expenses, as currently exist in the Exempt Employee Handbook for full time employees revised 06/09, as may be amended and otherwise. Such expenses may include, but are not limited to, the following: air travel, taxi and automobile rental, lodging, meals, memberships and subscriptions to the publications of the International Municipal Lawyers Association, the Michigan Association of Municipal Attorneys, the State Bar of Michigan and Government and Real Estate Law Sections, the Oakland County Bar Association, registration fees for training programs offered by such organizations, and travel and incidental costs relating to attending such programs or conferences and meetings of such organizations. It is specifically understood that such activities are to be undertaken by the Attorney as may be required by the City, and shall be considered part of the Attorney's duties. In accordance with the Purchasing Policy, other incidental expenses incurred by the Attorney during the course of her duties will also be reimbursed including business meals, supplies, and other costs associated with the position of Attorney.

SECTION 9. PERFORMANCE REVIEW

The Council shall annually conduct a performance review of the job performance of Attorney. Attorney may request that this performance review be conducted in executive session as provided by the state statute.

The review shall be constructive in nature, the format and basis of which shall be discussed and agreed upon by Attorney and the City Council in advance, and with the interest of establishing a cooperative relationship to best serve the residents of the City of Troy.

City Council shall follow a standard performance evaluation process which will include, at a minimum, (1) an appropriate performance evaluation tool; and (2) a narrative summary of the prior year, prepared by the Attorney, of work performed, objectives achieved and updates on outstanding objectives. Unless requested by either party, and mutually agreed by both parties, the review process and evaluation tool shall be consistent with a review process utilized during the prior period.

The timeline for the annual performance review shall be as follows (dates provided are all “on or about”):

- February 15- Send performance evaluation tool and Attorney work performed narrative summary to reviewers.
- February 25- Receive back the completed performance evaluation tool.
- March 10- A draft report of the performance evaluation tool results shall be provided to Council.
- April 1- Annual Attorney performance evaluation meeting with City Council. If requested by the Attorney, this meeting shall be conducted in executive session as provided by the state statute.

SECTION 10. PUBLIC OFFICIAL LIABILITY INSURANCE AND REPRESENTATION BY LEGAL COUNSEL

The City shall provide the Attorney with public official liability insurance in accordance with that provided other officers in the City. In addition, the City shall provide the Attorney legal representation as otherwise provided for other city officials and as provided by ordinance, except for malicious, wanton criminal conduct arising from the Attorney’s action or conduct and/or unless the City Council determines that the Attorney was clearly acting outside of the scope of her duties when engaged in the actions or conduct which form the basis of such charges or claims.

SECTION 11. TERMINATION

The City or the Attorney may terminate this Agreement at any time with or without just cause.

The Employee may terminate her own employment by giving the City Council, through the City Clerk, at least sixty (60) days’ notice in writing unless both parties mutually agree that shorter notice is acceptable.

The City shall also have the right to terminate the Attorney’s employment without just cause. In the event that the City terminates the Attorney’s employment without just cause, and the Attorney is willing, able, and ready to perform the duties as City Attorney, the City shall pay the Attorney the equivalent of six months’ salary, not including fringe benefits, as full satisfaction of the City’s obligation under this

Agreement. The City shall not, however, be required to pay said sum to the Attorney until such time that she executes a full and complete release in a form acceptable to the City.

The City shall also have the right to terminate the Attorney's employment with just cause, and all rights of the Attorney as to compensation and benefits pursuant to this Agreement shall cease as of the date of such termination. Just cause shall include, but is not limited to, any of the following:

- (a) Fraud, dishonesty, or other intentional misconduct either:
 - 1. in the performance of Attorney's duties and responsibilities pursuant to this Agreement, or
 - 2. which has a material adverse impact on the City, its officials, administrators or the Attorney.
- (b) The use by Attorney of alcohol, drugs, or any other intoxicant or controlled substance, in such a manner as to impair her ability to perform her duties and responsibilities pursuant to this Agreement in a competent and diligent manner or in a manner which harms the reputation of the City.
- (c) The Attorney's arrest for a crime providing for a term of imprisonment (other than traffic violations and crimes not requiring the knowing involvement of the Attorney in the commission thereof).
- (d)
 - (i) A pattern of neglect or persistent failure to perform the duties herein contained with respect to duties previously communicated to the Attorney in writing by the City Council but only after the Attorney has been provided notice by the City Council of its dissatisfaction with the performance of said duties and Attorney has been provided a reasonable opportunity to correct her performance;
 - (ii) Otherwise willful misconduct in connection with the performance of her duties hereunder.

SECTION 12.

ELIGIBILITY FOR BENEFITS AFFORDED OTHER CITY OFFICIALS

Except as otherwise provided in this Agreement, the Attorney shall receive the same benefits as provided to the City's exempt employees including: compensatory time, vacation leave, sick leave, Municipal Retirement Fund Contributions, Group Medical Insurance Benefits, life and other insurance, holidays and disability as is described in the City of Troy Exempt Employee's Handbook for full time employees and exempt benefits summary, revised 12/14, and which may be modified from time to time during the course of this Agreement.

SECTION 13. ARBITRATION

It is mutually agreed between the Attorney and the City that arbitration shall be the sole and exclusive remedy to redress any grievance which includes, but is not limited to any dispute, claim or controversy involving the interpretation of this Agreement, the terms, conditions or termination of this Agreement; and any and all disputes, claims or controversies arising as a result of the Employment of the Attorney by the City, including claims under federal, state or local civil rights statutes such as Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Elliott-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act. It is the intention of the parties that the arbitration decision will be final and binding and that any and all grievances shall be disposed of as follows:

1. Any and all grievances must be submitted in writing to the City Clerk, with a copy served on the City Manager, by the aggrieved party within thirty (30) days from the date of termination of this Agreement;

2. Within thirty (30) days following the submission of the written grievance, the party to whom the grievance is submitted shall respond in writing. If no written response is submitted within thirty (30) days, the grievance shall be deemed denied;

3. If the grievance is denied, either party may, within thirty (30) days of such denial, refer the grievance to arbitration in Troy, Michigan. The arbitrator shall be chosen in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association then in effect, and the expense of the arbitration shall be shared equally by the City and the Attorney.

4. Any grievance shall be deemed waived unless presented within the time limits specified above. The arbitrator shall not have jurisdiction or authority to change, add to or subtract from any of the provisions of this Agreement. The arbitrator's sole authority shall be to interpret or apply the provisions of this Agreement. The parties hereby acknowledge that since arbitration is the exclusive remedy with respect to any grievance hereunder, neither party has the right to resort to any federal, state or local court or administrative agency concerning breaches of this Agreement and that the decision of the arbitrator shall be a complete defense to any suit, action or proceeding instituted in any federal, state or local court or before any administrative agency with respect to any dispute which is arbitrable as herein set forth. The arbitration provisions hereof shall, with respect to any grievance, survive the termination or expiration of this Agreement.

**SECTION 14.
COMPLETE AGREEMENT**

This written Agreement embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions or other obligations in this Agreement. Any amendments to this Agreement shall be in writing and executed by both the City and the Attorney.

**SECTION 15.
GOVERNING LAW**

This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan.

**SECTION 16.
SURVIVING PROVISIONS**

All provisions, which by their terms or by reasonable implication may be performed after termination of this Agreement, shall survive termination of this Agreement.

**SECTION 17.
REPRESENTATIONS AND WARRANTIES**

Attorney represents and warrants to the City that she is free to enter into this Agreement and that she has no prior or other obligations or commitments of any kind to anyone that would in any way hinder or interfere with her acceptance of, or the full, uninhibited and faithful performance of, her employment under or the exercise of her best efforts as an employee of the City.

**SECTION 18.
WAIVERS**

The failure of either party hereto at any time or from time to time to require performance of any of the other party's obligations under this Agreement shall in no manner affect the right to enforce any provision of this Agreement at a subsequent time, and the waiver of any rights arising out of any breach shall not be construed as a waiver of any rights arising out of any subsequent breach.

**SECTION 19.
SURVIVAL**

If any of the provisions, terms or clauses of this Agreement are declared illegal, unenforceable or ineffective in a legal forum or by the operation of law, those provisions,

terms and clauses shall be deemed severable and all other provisions, terms and clauses shall remain valid and binding.

**SECTION 20.
WARRANTIES**

The individuals signing this Agreement represent and warrant that they, and each of them, are duly authorized and empowered to act on behalf of and to sign for the parties for whom they have signed respectively.

CITY OF TROY, a Michigan municipal
Corporation

Witness

By: _____
Ethan D. Baker, Mayor

Witness

By: _____
M. Aileen Dickson, City Clerk

ATTORNEY

Witness

By: _____
Lori Grigg Bluhm

Witness

A. CALL TO ORDER:

A Regular Meeting of the Troy City Council was held electronically on Monday, May 11, 2020. Mayor Baker called the meeting to order at 7:30 PM.

B. ROLL CALL:

Mayor Ethan Baker
 Edna Abraham
 Theresa Brooks
 Rebecca A. Chamberlain-Creangă
 Ann Erickson Gault
 Mayor Pro Tem David Hamilton
 Ellen Hodorek

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 No Certificates of Recognition and Special Presentations

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:

E-1 Adoption of the 2020-2021 Annual Budget and Three Year Budget (*Introduced by: Mark F. Miller, City Manager*)

The Mayor opened the Public Hearing for public comment.

The Mayor closed the Public Hearing after receiving comment from Karol Carter and Dave Lambert.

Resolution #2020-05-066

Moved by Baker

Seconded by Hamilton

WHEREAS, Section 8.3 of the City Charter directs the City Council to adopt a budget for the ensuing year, beginning July 1, 2020; and,

WHEREAS, City Council directed City Management to also produce a three-year budget;

NOW, THEREFORE, BE IT RESOLVED, That the following listed operating revenues including tax revenues and operating transfers "to" the General Operating Fund are **ANTICIPATED** and that the General Operating Fund has sufficient Fund Balance to appropriate as follows:

Taxes.....	\$35,804,700
Licenses and Permits	3,348,520
Federal Grants.....	11,420
State Grants	42,000

State Shared Revenues	8,392,479
Contributions – Local	41,000
Charges for Services	8,155,950
Fines and Forfeitures	1,030,500
Interest and Rents	1,588,780
Other Revenue	1,236,930
Operating Transfers – In	<u>5,397,801</u>
Total Revenues and Transfers	65,050,080
Appropriation of Fund Balance	<u>2,794,998</u>

Total Revenues, Transfers and Appropriations \$67,845,078.

BE IT FURTHER RESOLVED, That the tax rate for the General Operating Fund **SHALL BE** six and fifty one-hundredths (6.50) mills on the 2020 taxable valuation.

BE IT FURTHER RESOLVED, In order to meet anticipated service delivery levels, expenditures amounts from the following listed budgetary functions **SHALL BE** appropriated from the General Operating Fund:

General Government	\$ 9,460,054
Public Safety	36,939,656
Public Works	7,581,248
Community Development	4,429,508
Recreation and Culture	8,434,612
Operating Transfers – Out	<u>1,000,000</u>

Total Expenditures and Transfers \$67,845,078.

BE IT FURTHER RESOLVED, That the following listed operating revenues of the Capital Projects Fund including tax revenues and transfers “to” the Capital Projects Fund are **ANTICIPATED** and that the Capital Projects Fund has sufficient Fund Balance to appropriate as follows:

Taxes	\$ 7,172,751
Grants	160,000
Contributions	620,000
Charges for Services	326,000
Interest and Rents	11,600
Other Revenues	30,000
Operating Transfer – In	<u>8,459,000</u>
Total Revenues and Transfers	16,779,351
Appropriation (Surplus) of Fund Balance	<u>69,899</u>

Total Revenues, Transfers and Appropriations \$16,849,250.

BE IT FURTHER RESOLVED, That the tax rate for the Capital Fund **SHALL BE** one and three thousand four hundred eighty-six ten thousandths (1.3486) mills on the 2020 taxable valuation.

BE IT FURTHER RESOLVED, In order to meet anticipated expenses, amounts from the following listed budgetary centers **SHALL BE** appropriated from the Capital Projects Fund:

Finance.....	\$5,000
Clerk	180,000
City Buildings.....	737,000
City Manager	29,500
Police.....	604,000
Fire	160,000
Engineering.....	30,000
Streets	10,278,000
Public Works.....	350,000
Parks	2,015,000
Recreation	1,067,000
Library	595,000
Historic Village	404,000
Nature Center	125,000
Debt and Other Financing Uses	<u>269,750</u>
Total Expenditures	<u>\$16,849,250.</u>

BE IT FURTHER RESOLVED, That the tax rate for the Refuse Fund **SHALL BE** one and nine one-hundredths (1.09) mills on the 2020 taxable valuation.

BE IT FURTHER RESOLVED, That the Refuse Fund **SHALL BE** appropriated \$5,586,855.

BE IT FURTHER RESOLVED, That the tax rate for the Library Fund **SHALL BE** six thousand eight hundred five ten thousandths (0.6805) mills on the 2020 taxable valuation.

BE IT FURTHER RESOLVED, That the Library Fund **SHALL BE** appropriated \$4,127,518.

BE IT FURTHER RESOLVED, That there **SHALL BE** a tax levy of thirty eight-hundredths (0.38) mills on the 2020 taxable valuation for the General Debt Service Fund.

BE IT FURTHER RESOLVED, That the General Debt Service Fund **SHALL BE** appropriated \$2,879,260.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** the following budgets as shown in the 2020/21 budget document:

Major Road Fund.....	\$8,776,101
Local Road Fund	4,282,345
Transit Center Fund.....	94,110
Drug Forfeiture Fund	403,500
Community Development Block Grant Fund.....	150,000
Cemetery Fund.....	1,200
Proposal A Debt Fund	959,600
Proposal B Debt Fund.....	1,175,850

Proposal C Debt Fund	678,300
Series 2013 DDA Debt Fund	1,013,738
Sanctuary Lake Golf Course Fund.....	2,485,385
Sylvan Glen Golf Course Fund	1,226,390
Aquatic Center Fund	764,170
Sanitary Sewer Fund	21,381,550
Water Fund	22,136,184
Building Operations.....	1,380,360
Fleet Maintenance Fund	7,355,845
Information Technology	2,247,800
Unemployment Insurance Fund.....	3,640
Worker's Compensation Fund	765,000
Compensated Absences Fund.....	4,707,050.

BE IT FURTHER RESOLVED, That the three-year budget (2021/22 – 2022/23) for the General Fund, Capital Projects Fund, Refuse Fund, Library Fund and General Debt Service Fund be **APPROVED** based on the following revenues, expenditures and available, if needed, fund balance:

General Fund Operating	<u>2021/22</u>	<u>2022/23</u>
Taxes	\$36,238,700	\$36,788,700
Licenses and Permits.....	3,474,380	3,605,490
Federal Grants.....	11,650	11,880
State Grants.....	42,700	43,400
State Shared Revenues.....	8,540,013	8,631,182
Contributions – Local	41,600	42,200
Charges for Services	8,308,996	8,465,732
Fines and Forfeitures.....	1,037,700	1,039,900
Interest and Rents.....	1,603,280	1,615,780
Other Revenue	1,194,300	1,215,740
Operating Transfers – In	<u>5,498,501</u>	<u>5,614,226</u>
Total Revenues & Transfers	<u>65,991,820</u>	<u>67,074,230</u>
Appropriation of Fund Balance	<u>3,045,323</u>	<u>3,561,943</u>
Total Revenue, Transfers and Appropriations	<u>\$69,037,143</u>	<u>\$70,636,173.</u>

BE IT FURTHER RESOLVED, That the tax rate for the General Operating fund **SHALL BE** six and fifty one-hundredths (6.50) mills on the 2021 and 2022 taxable valuation.

BE IT FURTHER RESOLVED, That in order to meet anticipated service delivery levels expenditures amounts from the following listed budgetary centers **SHALL BE** appropriated from the General Operating Fund:

	<u>2021/22</u>	<u>2022/23</u>
General Government	\$ 9,438,850	\$ 9,686,433
Public Safety	37,753,469	38,675,348

Public Works.....	7,751,756.....	7,914,786
Community Development	4,513,112.....	4,596,552
Recreation and Culture.....	8,579,956.....	8,763,054
Operating Transfers Out.....	<u>1,000,000.....</u>	<u>1,000,000</u>
Total Expenditures	<u>\$69,037,143.....</u>	<u>\$70,636,173.</u>

BE IT FURTHER RESOLVED, That the following listed revenues and appropriation fund balance of the Capital Projects Fund are **ANTICIPATED**:

	<u>2021/22</u>	<u>2022/23</u>
Taxes.....	\$ 7,259,628.....	\$ 7,361,813
Grants.....	2,000,000.....	2,000,000
Contributions	570,000.....	570,000
Charges for Services	326,000.....	326,000
Interest and Rents	11,600.....	11,600
Other.....	30,000.....	30,000
Operating Transfer-In	<u>5,895,000.....</u>	<u>5,721,500</u>
Total Revenues and Transfers	<u>16,092,228.....</u>	<u>16,020,913</u>
Appropriation (Surplus) of Fund Balance.....	<u>3,025,002.....</u>	<u>2,012,885</u>
Total Revenues, Transfers and Appropriations...	<u>\$19,117,230.....</u>	<u>\$18,033,798.</u>

BE IT FURTHER RESOLVED, That the tax rate for the Capital Projects Fund **SHALL BE** one and three thousand four hundred eighty-six ten thousandths (1.3486) mills on the 2021 and 2022 taxable valuation.

BE IT FURTHER RESOLVED, That in order to meet anticipated expenditures, amounts from the following listed budgetary centers **SHALL BE** appropriated from the Capital Projects Fund:

	<u>2021/22</u>	<u>2022/23</u>
Finance.....	\$5,000.....	\$5,000
City Buildings.....	1,785,000.....	466,000
Police.....	525,000.....	286,500
Fire	1,368,000.....	1,500,000
Streets	10,535,000.....	11,050,000
Public Works.....	250,000.....	375,000
Parks	1,635,000.....	1,085,000
Recreation	2,200,000.....	1,620,000
Library	600,000.....	1,415,000
Nature Center.....	0.....	60,000
Debt and Other Financing Uses	<u>214,230.....</u>	<u>171,298</u>
Total Expenditures	<u>\$19,117,230.....</u>	<u>\$18,033,798.</u>

BE IT FURTHER RESOLVED, That the tax rate for the Refuse Fund **SHALL BE** one and nine one-hundredths (1.09) mills on the 2021 taxable valuation and the 2022 taxable valuation.

BE IT FURTHER RESOLVED, That the Refuse Fund **SHALL BE** appropriated \$5,753,020 in 2021/22 and \$5,924,080 in 2022/23.

Yes: All-7
No: None

MOTION CARRIED

F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA:

Troy Resident	Spoke about an issue with a detour of the construction on I-75.
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G. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT:

City Manager Miller	Responded that the issue with the detour was resolved right after the City Management learned of the issue from this resident's voicemail.
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H. POSTPONED ITEMS:

H-1 No Postponed Items

I. REGULAR BUSINESS:

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

a) **Mayoral Appointments: None**

b) **City Council Appointments: None**

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

a) **Mayoral Nominations: None**

b) **City Council Nominations:**

Resolution #2020-05-067

Moved by Hamilton
Seconded by Brooks

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

Charter Revision Committee

Appointed by Council
7 Regular Members
3 Year Term

Nominations to the Charter Revision Committee:

Term Expires: 4/30/2023

Frank Howrylak

Term currently held by: Frank Howrylak

Yes: All-7
No: None

MOTION CARRIED

I-3 No Request for Closed Session

**I-4 Amendment to Chapter 20 of the Troy City Code (Water and Sanitary Sewer Rates)
(Introduced by: Robert Maleszyk, Chief Financial Officer)**

Resolution #2020-05-068
Moved by Erickson Gault
Seconded by Abraham

BE IT RESOLVED, That Troy City Council hereby **AMENDS** Sections 5.01 and 5.02 of Chapter 20, Water and Sewer Rates, as recommended by City Administration; a copy of the amendments shall be **ATTACHED** to the original Minutes of this meeting.

Yes: All-7
No: None

MOTION CARRIED

J. CONSENT AGENDA:

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

Resolution #2020-05-069-J-1a
Moved by Abraham
Seconded by Hodorek

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

Yes: All-7
No: None

MOTION CARRIED

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

J-2 Approval of City Council Minutes

Resolution #2020-05-069-J-2

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

- a) City Council Minutes-Draft – April 27, 2020

J-3 Proposed City of Troy Proclamations: None Submitted

J-4 Standard Purchasing Resolutions: None Submitted

J-5 Authorization to Request Reimbursement – Reimbursement from Oakland County West Nile Virus Fund

Resolution #2020-05-069-J-5

BE IT RESOLVED, That Troy City Council hereby **AUTHORIZES** the City of Troy Facilities and Grounds Division, to seek reimbursement for an amount not-to-exceed \$11,418.06, from Oakland County’s West Nile Virus Fund for the expenditures incurred while instituting proactive public health measures used to reduce the population of mosquitoes in the environment.

J-6 Assessment of Delinquent Accounts

Resolution #2020-05-069-J-6

WHEREAS, Section 1.167 of Chapter 5 and Section 6 of Chapter 20 of the Ordinance Code of the City of Troy require that delinquent payments and invoices, as of April 1st of each year, shall be reported and the City Council shall certify the same to the City Assessor who shall assess the same on the next annual City Tax Roll, to be collected as provided for collection of City Taxes; and,

WHEREAS, Section 10.8 of the Troy City Charter provides for the collection of delinquent invoices through property tax collection procedures; and,

WHEREAS, A list of individual properties is on file in the Office of the Treasurer and comprises a summation of totals as follows:

General Fund Invoices Including Penalties	\$ 49,889.02
Water & Sewer Accounts Including Penalties	745,370.09
Total	\$ 795,259.11

NOW, THEREFORE, BE IT RESOLVED, That the City Assessor is hereby **AUTHORIZED** to assess these delinquent accounts on the annual City Tax Roll.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings: None Submitted

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

L. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA:

M. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT:

N. COUNCIL REFERRALS:

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

N-1 No Council Referrals

O. COUNCIL COMMENTS:

O-1 Council Comments

Council Member Chamberlain-Creangă spoke about the financial impact of COVID-19 and she commended City Administration for the measures they are taking to provide some economic relief for Troy's residents. She spoke about finding ways to continue having dialogue with residents during this time.

Mayor Pro Tem Hamilton asked the status of the City survey. City Manager Miller said the survey is still being discussed and he will provide information to City Council in the future.

Council Member Hodorek commented that City Council is available and residents can contact City Council by phone and email, and she understands the importance of staying connected with residents during this time.

Mayor Baker commented on engaging with residents in a forum and complying with the Open Meetings Act. City Attorney Bluhm responded that City Council must comply with the Open Meetings Act, and they must call a Special Meeting for more than a quorum of City Council. She commented that members of City Council are very accessible via phone and email, and that all members of City Council are responsive to voicemail and emails from residents and businesses.

Mayor Baker thanked Troy residents for following the Governor's Order. He thanked residents for supporting local businesses and restaurants, those residents who are making and donating masks during this time, and our healthcare heroes. Mayor Baker encouraged everyone to keep following the Order as our economy starts to open.

P. REPORTS:

P-1 Minutes – Boards and Committees:

- a) Planning Commission-Final – February 25, 2020
Noted and Filed

P-2 Department Reports: None Submitted

P-3 Letters of Appreciation: None Submitted

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

P-5 Notice of Hearing for the Electric Customers of DTE Case Number U-20711 Noted and Filed

Q. CLOSED SESSION

Q-1 No Closed Session

R. ADJOURNMENT:

The Meeting **ADJOURNED** at 8:28 PM.

Mayor Ethan Baker

M. Aileen Dickson, MMC
City Clerk

2020 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

June 8, 2020 Special Meeting (Library Funding) – Troy Public Library

2020 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

May 18, 2020 Regular Meeting
June 1, 2020 Regular Meeting
June 22, 2020 Regular Meeting
July 13, 2020 Regular Meeting
July 27, 2020 Regular Meeting
August 10, 2020 Regular Meeting
August 24, 2020 Regular Meeting
September 14, 2020 Regular Meeting
September 21, 2020 Regular Meeting
October 12, 2020 Regular Meeting
October 26, 2020 Regular Meeting
November 9, 2020 Regular Meeting
November 23, 2020 Regular Meeting
December 7, 2020 Regular Meeting
December 14, 2020 Regular Meeting

**PROCLAMATION
TO DECLARE JUNE 5, 2020
NATIONAL GUN VIOLENCE AWARENESS DAY IN THE CITY OF TROY**

WHEREAS, Every day, 100 Americans are killed by gun violence and on average there are nearly 13,000 gun homicides every year. Americans are 25 times more likely to be killed with guns than people in other developed countries; and

WHEREAS, Support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from dangerous people. Michigan has an average of 1,187 gun deaths every year, with a rate of 11.8 deaths per 100,000 people. Michigan has the 30th highest rate of gun deaths in the US; and

WHEREAS, the pandemic facing America has drastically impacted communities and individuals sheltering in place which may result in situations where access to firearms results in increased risk in intimate partner violence gun deaths, suicide by gun and unintentional shootings; and

WHEREAS, In January 2013, Hadiya Pendleton, a teenager who marched in President Obama's second inaugural parade and was tragically shot and killed just weeks later, should be now celebrating her 23rd birthday; and

WHEREAS, To help honor Hadiya – and the more than 100 Americans whose lives are cut short and the countless survivors who are injured by shootings every day – a national coalition of organizations has designated the first Friday in June, as **National Gun Violence Awareness Day**; and

WHEREAS, The idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and

WHEREAS, Anyone can join this campaign by pledging to Wear Orange on the first Friday in June to help raise awareness about gun violence. By wearing orange on **June 5, 2020** Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors;

NOW, THEREFORE BE IT RESOLVED, That the Troy City Council declares the first Friday in June, **June 5, 2020, as National Gun Violence Awareness Day in the City of Troy** and encourages all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives; and

BE IT FURTHER RESOLVED, That we encourage responsible gun ownership and pledge to do all we can to keep firearms out of the wrong hands to help keep our children safe.

Presented the 1st Day of June, 2020



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: May 12, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Lisa Burnham, Accounting Manager
Elaine S. Bo, Recreation Director
Brian Goul, Assistant Recreation Director
MaryBeth Murz, Purchasing Manager

Subject: Standard Purchasing Resolution 1: Award to Sole Bidder – Pool Pump Repair Services – Indoor and Outdoor Pools

History

- Professional Pump of Belleville, MI has successfully provided the City's emergency pump repair services as needed since April of 2011. The Recreation Department has been happy with their service and work.
- The Aquatic Center has eight pumps that operate the normal pool function and features at the facility.
- The Community Center Indoor Pool has four pumps that operate the pool function and features at the facility.
- Failure to repair the pumps in a timely manner could potentially result in the facility being closed which could result in less revenue to the City.
- The current contract expires April 30, 2020.

Purchasing

- On May 7, 2020 a bid opening was conducted as a *go-to meeting* as required by City Charter and Code to furnish all labor, tools, equipment, and transportation services to provide two-year requirements of emergency pump repair services at the Troy Family Aquatic Center and Troy Community Center with two 1-year renewal options. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; www.mitn.info. One (1) bid response was electronically received. Below is a detailed summary of potential vendors:

Companies notified via MITN	171
Troy Companies notified via MITN	6
Troy Companies notified Active email Notification	6
Troy Companies Active Free	0
Companies that viewed the bid	12
Troy Companies that viewed the bid	0

MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.

Active MITN members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City.

Active MITN non-paying members are responsible to monitor and check the MITN website for opportunities to do business with the City.

Inactive MITN member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Purchasing (continued)

- *Professional Pump Inc.* of Belleville, MI is the sole bidder meeting specifications. The Bid Tabulation is attached.
- *Professional Pump Inc.* is the company currently providing emergency pump repair services on as needed emergency basis.
- Note that the Building Operations Department maintains and supports the pool pumps.
- The awarded company for emergency pump repair is called only when the *emergency* pump repair is beyond the scope of the Building Operations Department.
- The City has had to employ Professional Pump Inc. only twice under the current contract.
- In addition to the Bid Tabulation attached is a comparison of Professional Pump's pricing from 2011; which reflects a nominal increase compared to current bid pricing.
- The purpose of this bid is to have an action plan for emergency repairs in a timely fashion at fixed costs.

Financial

Funds for these emergency services as needed are available in the Community Center and Troy Family Aquatic Center Contractual Services Account – Equipment Maintenance and Operating Supplies Funds.

Recommendation

City management recommends awarding a two-year contract with two 1-year renewal options to *Professional Pump Inc of Belleville, MI* for Pump Repair and Emergency Services *on as needed basis* at the Troy Family Aquatic Center and Troy Community Center under the prices, terms and conditions attached in the bid tabulation opened May 7, 2020, contract to expire April 30, 2024.

CITY OF TROY
BID TABULATION
POOL PUMP REPAIR SERVICES

Vendor Name:		Professional Pump, Inc.	
City:		Belleville, MI	
PROPOSAL: FURNISH LABOR, TOOLS, EQUIPMENT INCLUDING CRANES ETC., AND TRANSPORTATION SERVICES TO PROVIDE TWO-YEAR REQUIREMENTS OF PUMP REPAIR AND EMERGENCY REPAIR SERVICES ON THE CITY OF TROY (OUTDOOR AND INDOOR) POOLS WITH TWO 1-YEAR RENEWAL OPTIONS			
ITEM	DESCRIPTION	UOM	
PROPOSAL A: REPAIR SERVICE			
1	Pump Repair-ON-SITE	Hour Per Man x 2 Man Crew	\$60.00
2	Estimated # of Hours: 60 Hours Annually Pump Repair- OFF-SITE	Hour Per Man	\$60.00
3	Cost to remove the pumps from their housing and replacement after work completion including all labor and equipment including a crane and operator.	Hour	\$200.00
4	Response Time	Hours After Request for Service	4 Hours
PROPOSAL B: EMERGENCY REPAIRS			
4	Emergency Repairs: Regular Time	Man Per Hour	\$60.00
5	Emergency Repairs: Overtime Time	Man Per Hour	\$85.00
6	Emergency Repairs: Holiday Time	Man Per Hour	\$85.00
7	TROY FAMILY AQUATIC CENTER OUTDOOR PUMP REPAIR PARTS		
	Discount on all parts:	Not Specified	
	Parts Price List:	Not Specified	
	Dated:	Not Specified	
	Markup/markdown if parts price list not available (+ or -):	+15.0%	
	Original Vertical Turbine Pump Model #LKH - 25 Horsepower filter pump with 8-in discharge – 316 Upgraded to - Stainless Steel Shafting - Bronze Impeller - Carbon Bearings & packed Stuffing Box.		
	Impeller replacement cost (Each):	\$1,090.00	
	Pump Shaft replacement cost (Each):	\$775.00	
8	TROY COMMUNITY CENTER INDOOR PUMP REPAIR PARTS (AURORA)		
	Discount on all parts:	Not Specified	
	Parts Price List:	Not Specified	
	Dated:	Not Specified	
	Markup/markdown if parts price list not available (+ or -):	+15.0%	
	Pentair Pump # 02-406411 Type # 342ABF filter pump with 8-in discharge		
	Impeller replacement cost (Each):	N/A	
	Pump Shaft replacement cost (Each):	\$390.00	
9	COST OF TRAVEL TIME PER REPAIR CALL:		\$60.00
References:		Y or N	Y
# of Years of Mandatory Experience:			33 Years
Contact Information:			
Hours of Operation:			7:30AM - 3:30PM
24HR Phone Number:			586-823-9212
Progress Payments:			Net 30
Can Meet Insurance:		Y or N	Y
Warranty for a 3 Year Period?		Y or N	Y
Acknowledgement:		Y or N	Y
Exceptions:		Y or N	N
Forms:		Y or N	Y
All or Nothing Award?		Y or N	N
Parts Price List Provided:		Y or N	N

ATTEST: (*Bid Opening conducted via a Go-To Meeting)

Kristine Kallek Jackie Ahlstrom
Morgan Thrasher Brian Goul
Susan Riesterer

MaryBeth Murz,
Purchasing Manager



Berkley • Beverly Hills • Birmingham • Clawson • Ferndale • Hazel Park • Huntington Woods • Lathrup Village • Oak Park • Pleasant Ridge • Royal Oak • Troy

May 1, 2020

'20 MAY 8 AM 10:09

Aileen Dickson
City Clerk
City of Troy
500 West Big Beaver Road
Troy, MI 48084

Subject: Appointment of Alternate

Dear Ms. Dickson:

Article VII of the Articles of Incorporation of SOCRRA provides that each municipality shall annually appoint a representative and an alternate to the Board of Trustees. This representative shall serve during the next fiscal year following his appointment and/or until his successor is appointed.

The present representative and alternate representative for the City of Troy are as follows:

Representative

Alternate

K. Bovensiepe

E. Frontera

It is requested that the City Commission, by resolution, appoint a representative and alternate representative to represent the City of Troy on the Board of Trustees of SOCRRA for the fiscal year beginning July 1, ~~XXXX~~ 2020

Please forward a certified copy of this resolution to SOCRRA, 3910 W. Webster Road, Royal Oak, MI 48073-6764.

Very truly yours,

Jeffrey A. McKeen, P.E.
General Manager

JAM/cf



500 West Big Beaver
Troy, MI 48084
troymt.gov

CITY COUNCIL AGENDA ITEM

Date: May 8, 2020

To: Mark F. Miller, City Manager

From: Robert Bruner, Assistant City Manager
R. Brent Savidant, Community Development Director
William J. Huotari, City Engineer

Subject: Private Agreement – Contract for Installation of Municipal Improvements
Square Lake Court (Phase I) Townhome Development - Project No. 20.903.3

History

Eureka Building Company proposes to develop Square Lake Court (Phase I), a 14-Unit Townhome Development, located on the south side of E. Square Lake Road, immediately west of Dequindre Road.

City of Troy Planning Commission granted preliminary site plan approval on January 14, 2020.

Site grading and utility plans for this development were reviewed and recently approved by the Engineering Department. The plans include municipal improvements, which will be constructed by Eureka Building Company on behalf of the City of Troy and include: Water Main, Sanitary Sewer, Storm Sewer, Underground Storm Water Detention, Asphalt Approach, and Concrete Sidewalk. The required fees and refundable escrow deposits in the form of a Performance Bond and 10% Cash that will assure completion of the municipal improvements, will be provided by Eureka Building Company (see attached Private Agreement).

Financial

See attached summary of required deposits and fees for this Private Agreement.

Recommendation

Approval of the Contract for Installation of Municipal Improvements (Private Agreement) is recommended.

City Of Troy

Contract for Installation of Municipal Improvements (Private Agreement)

Project No.: **20.903.3**

Project Location: **NE 1/4 Section 12**

Resolution No:

Date of Council Approval:

This Contract, made and entered into this 20th day of May, 2020 by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and Eureka Building Company whose address is 53976 Desano Drive, Shelby Township, MI 48315 and whose telephone number is (586) 405-4080 hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of Water Main, Sanitary Sewer, Storm Sewer, Asphalt Pavement, and Concrete Sidewalk in accordance with plans prepared by PEA, Inc. whose address is 2430 Rochester Court, Suite 100, Troy, MI 48083 and whose telephone number is (248) 689-9090 and approved prior to construction by the City in accordance with City of Troy specifications.

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

Refundable escrow deposit equal to the estimated construction cost of \$ 229,567.00. This amount will be deposited with the City in the form of (check one):

Cash/Check

☐

Certificate of Deposit & 10% Cash

☐

Irrevocable Bank Letter of Credit & 10% Cash

☐

Performance Bond & 10% Cash

☒

10% Cash \$22,956.70

Refundable cash deposit in the amount of \$ 68,211.00. This amount will be deposited with the City in the form of (check one):

Cash

☐

Check

☒

Non-refundable cash fees in the amount of \$ 650.00. This amount will be paid to the City in the form of (check one):

Cash

☐

Check

☒

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

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

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

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

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

City Of Troy

Contract for Installation of Municipal Improvements (Private Agreement)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate on this 6 day of May, 2020.

OWNERS

By: Eureka Building Co.
ERION NIKOLLA

[Signature]

*
Its: President.

Please Print or Type

*
Its: _____

Please Print or Type

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 6th day of May, A.D. 2020, before me personally appeared Erion Nikolla known by me to be the same person(s) who executed this instrument and who acknowledged this to be his/her/their free act and deed.

[Signature] - Lucretia Nishley

NOTARY PUBLIC, Oakland, Michigan

My commission expires: 01/13/2024
Acting in Oakland County, Michigan



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

CITY OF TROY

By:

Ethan Baker, Mayor

M. Aileen Dickson, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this _____ day of _____, A.D.20_____, before me personally
appeared _____ known by me
to be the same person(s) who executed this instrument and who acknowledged this to be
his/her/their free act and deed.

NOTARY PUBLIC, _____, Michigan

My commission expires: _____
Acting in _____ County, Michigan



500 W Big Beaver Rd
Troy, MI 48084

Invoice For Permit: PPC20.903.3

Date: 04/08/2020

SQUARE LAKE PLACE
RESIDENTIAL CONDOMINIUMS
20.903.3

Contractor:

Applicant:

EUREKA BUILDING CO
53976 DESANO
Shelby Township MI 48315

Pay In Full

\$ 298,428.00

Detailed Summary of Required Deposits & Fees

ESCROW DEPOSITS	Payment Code	QTY	Amount
Sanitary Sewers	PA ESCROW	16,740.00	16,740.00
Water Mains	PA ESCROW	33,584.00	33,584.00
Storm Sewers	PA ESCROW	71,851.00	71,851.00
Pavement	PA ESCROW	30,342.00	30,342.00
Detention Basin	PA ESCROW	75,350.00	75,350.00
Temporary Access Road	PA ESCROW	1,700.00	1,700.00
Total Escrow Deposits			229,567.00

10% Cash for Escrow Deposits (Refundable): 22,956.70

CASH FEES (NON-REFUNDABLE)	Payment Code	QTY	Amount
Water Main Testing/Chlorination PA2	SUB WATER TEST	112.00	650.00
Total Cash Fees (Non-Refundable)			650.00

CASH DEPOSITS (REFUNDABLE)	Payment Code	QTY	Amount
Construction Engineering (CE)	ENG BOND	227,867.00	17,090.00
Sidewalks	SUB ESCROW	3,975.00	19,875.00
ROW Restoration	SUB ESCROW	865.00	3,460.00
Repair & Maintenance-Public Streets	SUB ESCROW	1.00	5,000.00
Punchlist & Restoration	SUB ESCROW	227,867.00	22,786.00
Total Cash Deposits (Refundable)			68,211.00

Bond Holder: EUREKA BUILDING CO

Stormwater detention for this development will be provided by: ON-SITE UNDERGROUND DETENTION

City of Troy

500 W Big Beaver Rd

Troy, MI 48084

Ph:

Fax:

Invoice No.: 00231190**Print Date:** 5/7/2020 12:00:00 AM**Invoice Date:** 1/22/2020 12:00:00 AM**Record:** PPC20.903.3

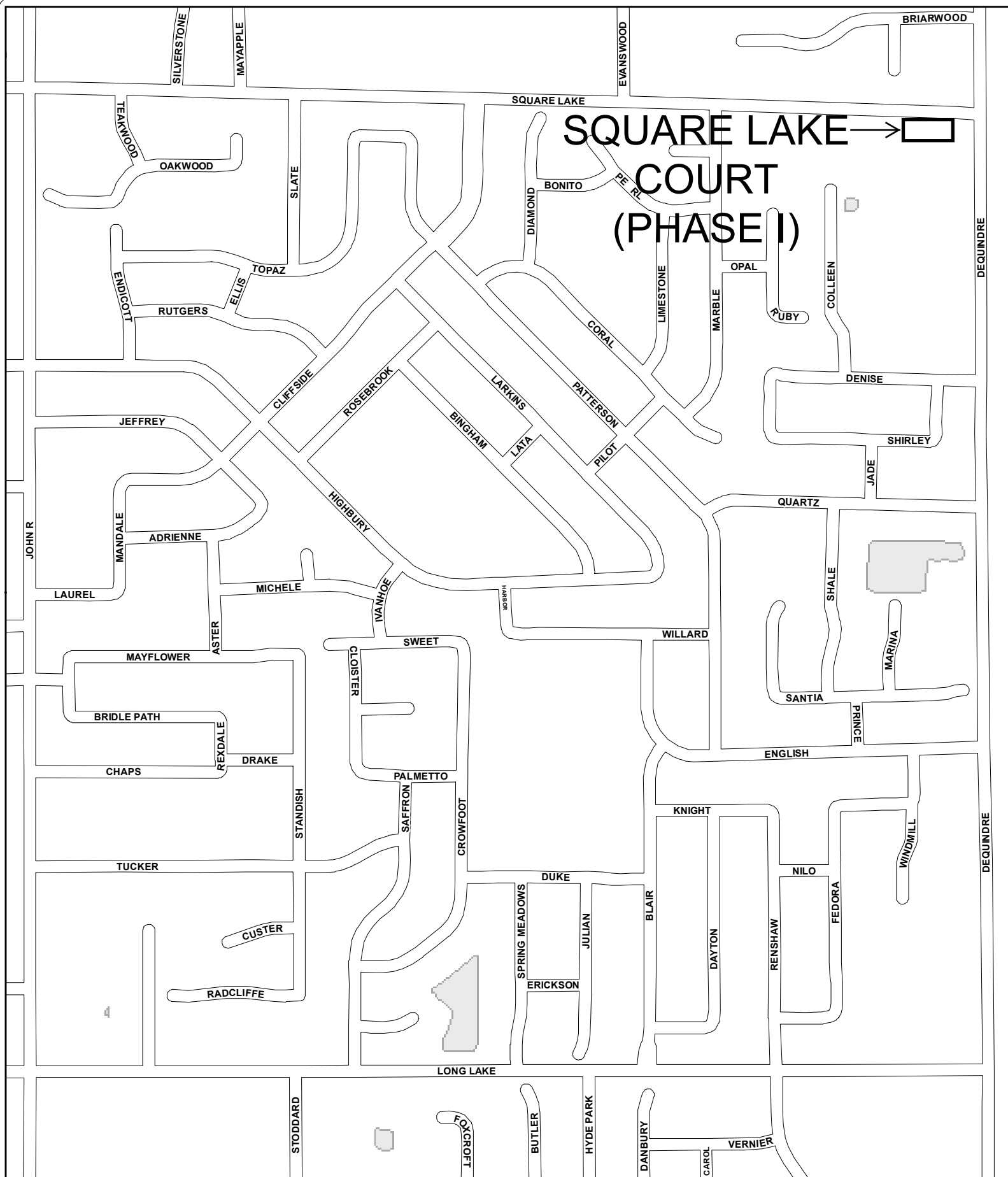
EUREKA BUILDING CO

53976 DESANO

Shelby Township, MI 48315

TOTAL AMOUNT DUE**\$6,192.00**

Item Category	Item Description	Amount Cost	Amount Due
Engineering Fees	Engineering Review	\$6,192.00	\$6,192.00
Total Amount Due			\$6,192.00



Chair Krent called the remotely-conducted Regular meeting of the Troy City Planning Commission to order at 7:00 p.m. on April 28, 2020. Chair Krent introduced the procedure to be followed for a remote meeting.

1. ROLL CALL

Present:

Ollie Apahidean
Karen Crusse
Carlton M. Faison
Michael W. Hutson
Tom Krent
David Lambert
Marianna Perakis
Sadek Rahman
John J. Tagle

Also Present:

R. Brent Savidant, Community Development Director
Ben Carlisle, Carlisle Wortman Associates
Julie Quinlan Dufrane, Assistant City Attorney
Jackie Ferencz, Planning Department Administrative Assistant
Kathy L. Czarnecki, Recording Secretary

2. SUSPENSION OF PLANNING COMMISSION BYLAWS

Resolution # PC-2020-04-016

Moved by: Krent
Support by: Lambert

WHEREAS, On March 16, 2020, the Troy City Council declared an emergency under Troy's City Charter and State Law, specifically the Emergency Management Act, MCL 30.401, (Resolution 2020-03-048) which allowed for, among other matters, the cancellation of meetings when necessary, and,

WHEREAS, On April 13, 2020, the Troy City Council extended its declared emergency under Troy's City Charter and State Law, specifically the Emergency Management Act, MCL 30.401, (Resolution 2020-04-055) which allowed for, among other matters, moving forward remotely and virtually with necessary meetings such as Planning Commission meetings, and,

WHEREAS, Governor Gretchen Whitmer issued Executive Order 2020-48 (EO 2020-48) on April 14, 2020 which temporarily suspends strict compliance with physical-place and physical-presence requirements of the Open Meetings Act in order to allow electronic meetings.

THEREFORE BE IT RESOLVED, That as allowed by Planning Commission Rules of Procedure Article IV, Section 6, the Troy Planning Commission hereby **ALLOWS** all Troy Planning Commission Members to electronically participate in any Planning Commission meeting during the pendency of the declared State of Emergency. However, consistent with State of Michigan Executive Directive 2020-02 and Executive Order 2020-48, Planning Commission Members shall not use email, texting, instant messaging, or any other internet communication during the meeting.

RESOLVED, As allowed by Planning Commission By-laws and Rules of Procedure Article X, the Troy Planning Commission hereby **AMENDS** the By-laws and Rules of Procedure for the duration of the declared state of emergency to modify the Order of the Agenda, as set forth in Article V, Section 3, to consolidate the Public Comment sections of the meeting.

RESOLVED, As allowed by Planning Commission By-laws and Rules of Procedure Article X, the Troy Planning Commission hereby **AMENDS** the By-laws and Planning Commission Rules of Procedure for the duration of the declared emergency to provide for two methods of receiving Public Comment for virtual meetings. During this time, public comments can be submitted for the Planning Commission meeting by sending an email to: planning@troymi.gov. Emails received prior to 4:00 pm on the day of the Planning Commission meeting, will be read at the meeting and made part of the public record. Public comments can also be submitted by calling the following phone number and leaving a voicemail message: (248) 524-1305. Recorded voicemail messages received prior to 4:00 pm on the day of the Planning Commission meeting will be played at the meeting, in compliance with the Rules of Procedure. For emails and recorded messages received after the deadline, reasonable efforts will be made to read emails and play recorded messages during the meeting.

Yes: All present (9)

MOTION CARRIED

3. APPROVAL OF AGENDA

Resolution # PC-2020-04-017

Moved by: Tagle

Support by: Perakis

RESOLVED, To approve the Agenda as prepared.

Yes: All present (9)

MOTION CARRIED

4. APPROVAL OF MINUTES

Resolution # PC-2020-04-018

Moved by: Perakis

Support by: Lambert

RESOLVED, To approve the minutes of the February 25, 2020 Regular meeting as submitted.

Yes: Apahidean, Crusse, Hutson, Krent, Lambert, Perakis, Rahman, Tagle
Abstain: Faison

MOTION CARRIED

5. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA – For Items Submitted via Email or Telephone Message

Ms. Ferencz reported no email or telephone messages were received.

PRELIMINARY SITE PLAN APPROVALS

6. PRELIMINARY SITE PLAN REVIEW (File Number SP JPLN2019-0038) – Proposed Timbercrest Drive Extension, South of East Wattles, West of Dequindre (88-20-24-201-015), Zoned R-1C (One Family Residential) District

Mr. Carlisle reviewed the Preliminary Site Plan application for Timbercrest Drive Extension. He said the proposed request is permitted by right. Mr. Carlisle addressed the site layout, access of existing single family home and proposed two new homes, landscaping, floor plans and elevations. Mr. Carlisle said the application meets all requirements of the Zoning Ordinance and recommended the Planning Commission grant Preliminary Site Plan approval.

Carol Thurber of Nowak & Fraus Engineers was present to represent the property owner Bismack Designs.

There was discussion on:

- Existing house; to remain as-is.
- Potential future extension of Timbercrest; no plans to extend, property to the south not under petitioner ownership.
- Stormwater management; studies conducted, capacity to tie-in to existing detention basin.
- Elevations; typical representation of homes built by petitioner, review by Building Department.

Ms. Ferencz reported there were no comments on the application received by email or voicemail.

Resolution # PC-2020-04-019

Moved by: Faison
Support by: Rahman

RESOLVED, That Preliminary Site Condominium Approval, pursuant to Article 8 and Section 10.02 of the Zoning Ordinance, as requested for Timbercrest Drive Extension, 3 units/lots, South of East Wattles, West of Dequindre, Section 24, Currently Zoned R-1C (One Family Residential) District, be granted.

Yes: All present (9)

MOTION CARRIED

At 7:21 p.m., Chair Krent was remotely unconnected, at which time the meeting paused. Chair Krent remotely connected to the meeting at 7:24 p.m. Also at this time, it appeared Mr. Hutson was remotely connected audibly (intermittently) but not visibly.

7. PRELIMINARY SITE PLAN REVIEW (File Number SP JPLN2020-0004) – Proposed Square Lake Court Phase II, South of Square Lake, West of Dequindre (88-20-12-200-027), Zoned NN (Neighborhood Node “N”) District

Mr. Carlisle reviewed the Preliminary Site Plan application for Square Lake Court Phase II, noting that Phase I was considered and granted approval by the Planning Commission on January 14, 2020. He said the petitioner acquired the parcel to the south and is proposing 48 units. Mr. Carlisle said approval of Phase I was subject to a cross access easement to the south parcel. He noted the petitioner might combine both phases into one project which would terminate the need for a cross access easement and two homeowner associations.

Mr. Carlisle addressed site access one of which is shared with a retail site on Dequindre, rear-accessed garages, cluster of buildings, building height, floor plans and elevations. He identified site plan concerns relating to removal of two guest parking spaces, landscaping to break up long rows of guest parking and sidewalk connections.

Mr. Carlisle recommended that the Planning Commission grant Preliminary Site Plan approval with the conditions as identified in his report dated April 6, 2020.

Present were property owner Erion Nikolla and James Butler of Professional Engineering Associates (PEA).

Mr. Nikolla said if Phase 2 is granted approval, his intent is to merge both phases of the project dependent on construction target dates.

There was discussion on:

- Combining Phase 1 and Phase 2 as one project.
- Guest parking; number of spaces, landscaping to break up rows.
- Cross access easement; recorded agreement with retail for Phase 1. If phases are combined to one project, cross access easement is mute and no longer a Phase 1 requirement.

Ms. Ferencz reported there were no comments on the application received by email or voicemail.

Resolution # PC-2020-04-020

Moved by: Lambert

Support by: Faison

RESOLVED, That Preliminary Site Plan Approval, pursuant to Article 8 of the Zoning Ordinance, as requested for the proposed Square Lake Court Townhomes, 48 units, located South of Square Lake, West of Dequindre (PIN 88-20-12-200-025), Section 12, Zoned NN (Neighborhood Node “N”), be granted, subject to the following:

1. Remove the two (2) spaces that are termination of the access drive off Dequindre.
2. Provide necessary easement to Dequindre.
3. Increase all sidewalks to five (5) feet in width.
4. Provide continuous sidewalk around the perimeter of the site (connect the walk between Buildings H and J, Buildings K and L, and add a walk along easterly edge of site.
5. Add direction connection between Buildings J and K, G and F, D and E, and A and B to Square Lake.
6. Break up the two (2) long rows of parking with landscape peninsula and tree.

Yes: Apahidean, Crusse, Faison, Hutson, Krent, Lambert, Perakis, Rahman, Tagle

Note: Mr. Hutson was not connected remotely.

MOTION CARRIED

OTHER ITEMS

8. **PLANNING COMMISSION COMMENT**

There were general Planning Commission comments. An all around thanks was given to the Information Technology and Cable departments for their technical assistance to conduct the remote meeting.

The remotely-conducted Regular meeting of the Planning Commission adjourned at 7:43 p.m.

Respectfully submitted,

Tom Krent, Chair

Kathy L. Czarnecki, Recording Secretary



500 West Big Beaver
Troy, MI 48084
troymi.gov

P-02a

CITY COUNCIL REPORT

Date: May 13, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Dennis Trantham, Facilities and Grounds Operations Manager
Kurt Bovensiepe, Public Works Director

Subject: City Facilities Safe Return to Work Plan

The city has begun planning on how to return physically to work and begin servicing the public at our facilities. Our employees' and constituents' health is paramount as we look at ways to ensure we are returning to a safe work environment. This includes looking at the safety of employee-employee interaction and employee-public interaction. Although our return date is uncertain and what the most current recommendations will be, it is important that we start accomplishing some of the physical improvements and modifications to city facilities. A Facilities Task Force was assembled with representatives from the Facilities Division, City Clerk's Department, Fire Department, and Police Department to begin looking at concerns, solutions, and current recommendations from Federal, State, and County agencies. Department Heads in City Hall were asked of any specific concerns from their respective departments. Both Library and Community Center representatives had separate conversations regarding these two facilities.

Listed are some of the highlights from the Return to Work Plan.

Disinfecting- Supply departments with the necessary disinfecting products and increasing services through the custodial contractor.

Self-Symptom Screening- Posters at all entrances to remind people entering to screen themselves and not enter the building if experiencing the listed symptoms.



CITY COUNCIL REPORT

Social Distancing- Floor decals, barrier ribbons, single elevator occupancy, single staircase occupancy, wall and counter signs, relocating some staff who work closer than 6'.



Proper Hygiene- Handwashing signs, automatic dispensing hand sanitizer stations, counter hand sanitizer stations

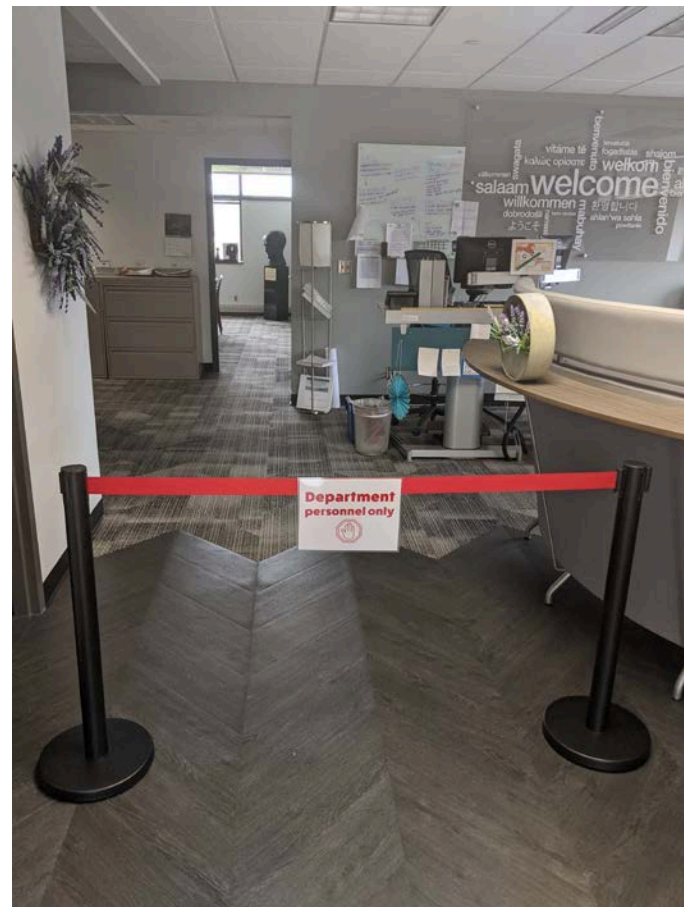
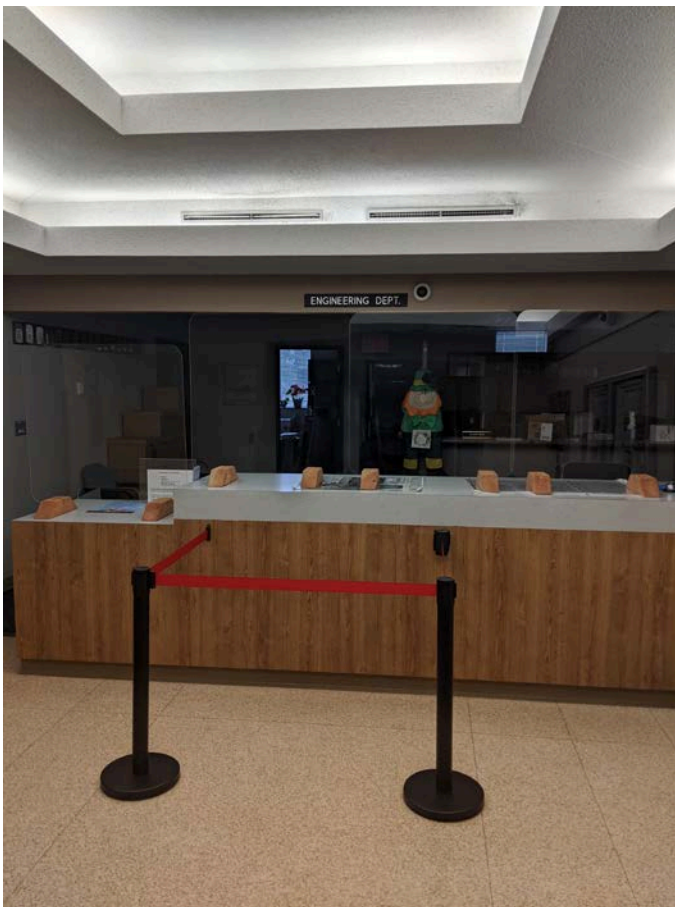




500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL REPORT

Limiting Physical Interactions- Clear counter shields, Department only signs.



CITY COUNCIL REPORT

Limiting Touch Points- Automatic faucets, automatic soap and towel dispensers, Step and Pull's for lavatory doors, eliminating public computers.



Air Circulation- Upgrading filtration to Merv13 in HVAC system, which will assist in capturing harmful bacteria and viruses.

The Facilities Division has begun procuring all the necessary Personal Protective Equipment (PPE), disinfecting products, and hygiene products to distribute to departments and facilities.

Directives to employees regarding processes and procedures will be accomplished through an Administrative Memorandum issued by the City Manager and Human Resources Director.

By accomplishing these tasks, the City of Troy will be well prepared to minimize any risk of exposure to the employees and public when facilities begin to reopen.



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

"Our single promise to you is exceptional service"

City of Troy Fire Department
500 W. Big Beaver Rd.
Troy, MI. 48084

April 29, 2020

Dear Chief Roberts,

I wanted to take a moment to write to you to express our gratitude to you and your department staff, for your assistance and participation in the recent Solidarity Lap that was conducted at the Beaumont Hospital Troy Campus on Friday April 24, 2020. You and your staff were an essential component in making this event possible to honor the healthcare workers there that are struggling to care for the many people that are infected with the COVID-19 virus, as well as caring for the many other various illnesses and injuries that they tend to daily. Your staff was instrumental in our ability to carry out the event safely and effectively. For that we are very grateful! The video that was recorded by one of your Firefighters and posted on social media was excellently done and very thoughtful. On behalf of all agencies that participated in the event, as well as the many staff members at the Beaumont Hospital Troy Campus who are truly appreciative of the support, THANK YOU!

With sincerest thanks,

A handwritten signature in black ink, appearing to read "Vince Waryas", written in a cursive style.

Vince Waryas
Executive Director
Alliance Mobile Health